AGENDA

REGULAR MEETING OF COUNCIL

Monday, January 11, 2021
7:00 p.m.
To be held virtually but streamed at dnv.org/council-live

Council Members:
Mayor Mike Little
Councillor Jordan Back
Councillor Mathew Bond
Councillor Megan Curren
Councillor Betty Forbes
Councillor Jim Hanson
Councillor Lisa Muri

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REGULAR MEETING OF COUNCIL

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AGENDA

BROADCAST OF MEETING

- Online at dnv.org/council-live

CLOSED PUBLIC HEARING ITEMS NOT AVAILABLE FOR DISCUSSION

- Bylaw 8262 – OCP Amendment 1923 Purcell Way
- Bylaw 8449 – Rezoning 840 St. Denis Avenue
- Bylaw 8451 – OCP Amendment 267 Orwell Street
- Bylaw 8452 – Rezoning 267 Orwell Street
- Bylaw 8423 – Rezoning 904-944 Lytton Street
- Bylaw 8455 – OCP Amendment 220 Mountain Hwy & 1515-1555 Oxford Street
- Bylaw 8456 – Rezoning 220 Mountain Hwy & 1515-1555 Oxford Street

RESOLUTION TO HOLD PUBLIC MEETING WITHOUT THE PUBLIC IN ATTENDANCE

Recommendation:
WHEREAS:

- the Minister of Public Safety and Solicitor General has issued Order M192; and,

- Order M192 requires British Columbia municipalities to use best efforts to allow members of the public to attend open meetings of council in a manner that is consistent with the applicable requirements or recommendations of the Public Health Act and Public Health Officer orders; and,

- the District has assessed its ability to allow members of the public to attend open meetings of council in a manner that is consistent with the applicable requirements or recommendations of the Public Health Act and Public Health Officer orders; and,

- the District has taken into consideration its Covid-19 Safety Plan as required by Worksafe BC; and,

- the District has determined that, at this time, it cannot safely allow members of the public to attend open meetings of council in a manner that is consistent with the applicable requirements or recommendations of the Public Health Act or its Covid-19 Safety Plan;
THEREFORE, this meeting of the Council for the District of North Vancouver is to be held without members of the public being physically present;

AND THAT the principles of openness, transparency, accessibility and accountability are being ensured through:

- Providing an online subscription service for residents to sign up and be apprised of upcoming meetings and the post-meeting availability of meeting minutes and meeting videos;
- Providing advance notice of this meeting in accordance with the *Community Charter* and advising the public on how they may participate in the meeting by providing public input;
- Providing the availability of the agenda for this meeting on the District’s webpage six days in advance of the meeting;
- The live streaming of this meeting via a link readily available on the District’s webpage;
- Maintaining the thirty minute public input opportunity at each regular meeting and the discretionary public input opportunity at each workshop;
- The ability of the public to provide input on agenda items by full two-way audio and video means;
- Adhering the rules of procedural fairness and acting with respect and courtesy at all times when hearing the public;
- Conducting meetings in a manner that resembles in-person meeting as much as possible;
- And reminding the public that they may contact Mayor and Council at any time on any topic via its council@dnv.org email address.

1. **ADOPTION OF THE AGENDA**

1.1. **January 11, 2021 Regular Meeting Agenda**

*Recommendation:*

THAT the agenda for the January 11, 2021 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. **RECOGNITIONS**
4. DELEGATIONS

4.1. MLA Susie Chant
Re: Introduction and Term Priorities

4.2. North Shore Young Citizens’ Council
Re: Young Adult Perspectives on Housing

5. ADOPTION OF MINUTES

5.1. November 23, 2020 Special Council Meeting

Recommendation:
THAT the minutes of the November 23, 2020 Special Council meeting are adopted.

5.2. December 7, 2020 Regular Council Meeting

Recommendation:
THAT the minutes of the December 7, 2020 Regular Council meeting are adopted.

5.3. November 17, 2020 Public Hearing

Recommendation:
THAT the minutes of the November 17, 2020 Public Hearing are received.

5.4. December 8, 2020 Public Hearing

Recommendation:
THAT the minutes of the December 8, 2020 Public Hearing are received.

6. RELEASE OF CLOSED MEETING DECISIONS

7. COUNCIL WORKSHOP REPORT

8. REPORTS FROM COUNCIL OR STAFF

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

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

Recommendation:
THAT items ________________ are included in the Consent Agenda and be approved without debate.
8.1. **UBCM Community Emergency Preparedness Fund – Structural Flood Mitigation 2020 Application for Debris Hazard Management on Panorama Drive at Mathews Brook and Gavles Creek**  
File No. 11.5225.01/002.000  
Report: Section Manager – Engineering, Planning and Design, November 27, 2020  
Recommendation:  
THAT the application for grant funding through the UBCM Community Emergency Preparedness Fund - Structural Flood Mitigation 2020 Application for Debris Hazard Management on Panorama Drive at Mathews Brook and Gavles Creek is approved.

8.2. **Grant Funding Application - Livable Deep Cove Covid Resilience Project**  
File No. 11.5250.20/131.000  
Report: Project Engineer, December 22, 2020  
Recommendation:  
THAT Council supports the Livable Deep Cove Covid Resilience Project;  
AND THAT staff submit an application for grant funding of the Livable Deep Cove Covid Resilience Project through the Canada Infrastructure Program – Covid-19 Resilience Infrastructure Stream;  
AND THAT the District of North Vancouver commits to any associated ineligible costs and cost overruns, to be funded through the Infrastructure Reserve.

8.3. **Grant Funding Application – Gallant Creek Flood Conveyance Works**  
File No. 11.5225.80/006.000  
Report: Section Manager – Engineering, Planning and Design, December 18, 2020  
Recommendation:  
THAT staff submit an application for grant funding for the Gallant Creek Flood Conveyance Works through the Investing in Canada Infrastructure Program - COVID-19 Resilience Infrastructure Stream – Adaptation, Resilience, & Disaster Mitigation (ARDM);  
AND THAT Council supports the project and commits to any associated ineligible costs and cost overruns.

8.4. **Election Sign Limitation**  
File No.  
Report: Councillor Jordan Back, November 25, 2020  
Attachment 1: Sign Bylaw 7532, 2005  
Attachment 2: Street and Traffic Bylaw 7125, 2004
Recommendation:
THAT staff are directed to report back to Council on options for limiting the size and height of election signs in the District of North Vancouver.

8.5. Bylaws 8455, 8456, 8457, and 8458: Rental Housing Project at 220 Mountain Highway, 1515-1555 Oxford Street
File No. 08.3060.20/083.18

Report: Senior Development Planner, December 10, 2020
Attachment 1: District of North Vancouver Official Community Plan, Amendment 41 (Bylaw 8455)
Attachment 2: District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)
Attachment 3: District of North Vancouver Development Cost Charge Bylaw (Bylaw 8457)
Attachment 4: District of North Vancouver Housing Agreement Bylaw (Bylaw 8458)
Attachment 5: Public Hearing Minutes – December 8, 2020
Attachment 6: Staff Report – Dated October 14, 2020

Recommendation:
THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8455, 2020 (Amendment 41)” is given SECOND and THIRD Readings;

AND THAT “District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)” is given SECOND and THIRD Readings;

AND THAT “Mountain Highway Development Cost Charge Waiver Bylaw 8457, 2020” is given SECOND and THIRD Readings;

AND THAT “Housing Agreement Bylaw 8458, 2020 (220 Mountain Highway)” is given SECOND and THIRD Readings.

8.6. Bylaws 8423, 8424 and 8425: 904-944 Lytton Street (Seymour Estates)
File No. 08.3060.20/025.17

Report: Senior Development Planner, December 16, 2020
Attachment 1: District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)
Attachment 2: District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423) - Amendments Redlined
Attachment 3: District of North Vancouver Housing Agreement Bylaw (Bylaw 8424)
Attachment 4: District of North Vancouver Housing Agreement Bylaw (Bylaw 8425)
Attachment 5: Public Hearing Minutes – November 17 and December 15, 2020
Attachment 6: Staff Report and Bylaws – Dated August 25, 2020

Recommendation:
THAT “District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)” is given SECOND Reading, as amended, and THIRD Reading;

AND THAT “Housing Agreement Bylaw 8424, 2020 (904 Lytton Street – No Rental Restrictions)” is given SECOND and THIRD Readings;
AND THAT “Housing Agreement Bylaw 8425, 2020 (904 Lytton Street – Rental Housing)” is given SECOND and THIRD Readings.

9. REPORTS

9.1. Mayor

9.2. Chief Administrative Officer

9.3. Councillors

9.4. Metro Vancouver Committee Appointees

9.4.1. Housing Committee – Councillor Bond

9.4.2. Indigenous Relations Committee – Councillor Hanson

9.4.3. Board – Councillor Muri

9.4.4. Regional Culture Committee – Councillor Muri

9.4.5. Regional Parks Committee – Councillor Muri

9.4.6. Regional Planning Committee – Councillor Muri

9.4.7. COVID-19 Response & Recovery Task Force – Mayor Little

9.4.8. Liquid Waste Committee – Mayor Little

9.4.9. Mayors Committee – Mayor Little

9.4.10. Mayors Council - TransLink – Mayor Little

9.4.11. Zero Waste Committee – Mayor Little

10. ADJOURNMENT

Recommendation:
THAT the January 11, 2021 Regular Meeting of Council for the District of North Vancouver is adjourned.
DELEGATIONS
MLA Susie Chant

Re: Introduction and Term Priorities
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Delegation to Council Request Form

District of North Vancouver
Clerk's Department
355 West Queens Rd, North Vancouver, BC V7N 4N5
Questions about this form: Phone: 604-990-2311
Form submission: Submit to address above or email to gordonja@dvn.org

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

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

Name of group wishing to appear before Council: North Shore Young Citizens' Council
Title of Presentation: Young Adult Perspectives on Housing
Name of person(s) to make presentation: TBD
Purpose of Presentation:

- Information only
- Requesting a letter of support
- Other – please describe:

To share with the Council youth perspectives on housing in the DNV. Additionally, to share ideas and suggestions for engaging young adults in decision-making on this topic in light of COVID-19 (building off the NSYCF recommendations made to council in 2019).

Note: Delegation requests will not be accepted if they are requesting financial assistance of any kind or are in relation to any potential or current development application with the District.

Contact person (if different than above): Rowan Gentleman-Sylvester
Daytime telephone number: 778-232-9615
Email address: rowan@cityhive.ca

Will you be providing supporting documentation? Yes ☑ No ☐
If yes: Handout ☐ Digital Format ☑ PowerPoint Presentation

Note: All supporting documentation must be provided 14 days prior to your appearance date.
This form and any background material provided will be published in the public agenda.

Presentation requirements:

- Laptop ☑
- Multimedia projector ☐
- Overhead projector ☐
- Tripod for posterboard ☐
- Flipchart ☐

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

Rules for Delegations:

1. Delegations must submit a Delegation to Council Request Form to the Municipal Clerk. Submission of a request does not constitute approval nor guarantee a date. The request must first be reviewed by the Clerk.
2. The Clerk will review the request and, if approved, arrange a mutually agreeable date with you. You will receive a signed and approved copy of your request form as confirmation.
3. Only one delegation will be permitted at any Regular Meeting of Council.
4. Delegations must represent an organized group, society, institution, corporation, etc. Individuals may not appear as delegations.
5. Delegations are scheduled on a first-come, first-served basis, subject to direction from the Mayor, Council, or Chief Administrative Officer.
6. The Mayor or Chief Administrative Officer may reject a delegation request if it regards an offensive subject, has already been substantially presented to council in one form or another, deals with a pending matter following the close of a public hearing, or is, or has been, dealt with in a public participation process.
7. Supporting submissions for the delegation should be provided to the Clerk by noon 14 days preceding the scheduled appearance.
8. Delegations will be allowed a maximum of five minutes to make their presentation.
9. Any questions to delegations by members of Council will seek only to clarify a material aspect of a delegate’s presentation.
10. Persons invited to speak at the Council meeting may not speak disrespectfully of any other person or use any rude or offensive language or make a statement or allegation which impugns the character of any person.
11. Please note the District does not provide grants or donations through the delegation process.
12. Delegation requests that are non-jurisdictional or of a financial nature may not be accepted.

Helpful Suggestions:

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

I understand and agree to these rules for delegations

Rowan Gentleman-Sylvester

Name of Delegate or Representative of Group

Nov 16, 2020

Date

Signature

For Office Use Only

Approved by:

Municipal Clerk

Deputy Municipal Clerk

Appearance date: January 11, 2021

Receipt emailed on: November 17, 2020

Rejected by:

Mayor

CAO

Applicant informed on:

Applicant informed by:

The personal information collected on this form is done so pursuant to the Community Charter and/or the Local Government Act and in accordance with the Freedom of Information and Protection of Privacy Act. The personal information collected herein will be used only for the purpose of processing this application or request and for no other purpose unless its release is authorized by its owner, the information is part of a record series commonly available to the public, or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with the District of North Vancouver’s Manager of Administrative Services at 604-990-2207 or at 355 W Queens Road, North Vancouver.
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RESOLUTION TO HOLD PUBLIC MEETING WITHOUT THE PUBLIC IN ATTENDANCE

MOVED by Councillor MURI
SECONDED by Councillor BACK
WHEREAS:

- the Minister of Public Safety and Solicitor General has issued Order M192; and,

- Order M192 requires British Columbia municipalities to use best efforts to allow members of the public to attend open meetings of council in a manner that is consistent with the applicable requirements or recommendations of the Public Health Act; and,

- the District has assessed its ability to allow members of the public to attend open meetings of council in a manner that is consistent with the applicable requirements or recommendations of the Public Health Act; and,

- the District has taken into consideration its Covid-19 Safety Plan as required by Worksafe BC; and,
the District has determined that, at this time, it cannot safely allow members of the public to attend open meetings of council in a manner that is consistent with the applicable requirements or recommendations of the Public Health Act or its Covid-19 Safety Plan;

THEREFORE, this meeting of the Council for the District of North Vancouver is to be held without members of the public being physically present;

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- Conducting meetings in a manner that resembles in-person meeting as much as possible;
- And reminding the public that they may contact Mayor and Council at any time on any topic via its council@dnv.org email address.

CARRIED

1. ADOPTION OF THE AGENDA

1.1. November 23, 2020 Special Meeting Agenda

MOVED by Councillor FORBES
SECONDED by Councillor BACK
THAT the agenda for the November 23, 2020 Special Meeting of Council for the District of North Vancouver is adopted as circulated, including the addition of any items listed in the agenda addendum.

CARRIED
2. PUBLIC INPUT

2.1. Barry Marshall:
- Spoke in support of item 3.1 regarding Development Permit 33.20 – 1175-1221 Lynn Valley Road; 2770-2780 Valley Centre Avenue; and 1208-1222 East 27th Street;
- Opined that the signage proposed is reasonable for the size and complexity of this mixed-use development and will assist in convenient wayfinding on the site; and,
- Advised he is here to address questions.

2.2. Sara Fakhari:
- Spoke as the Vice-President of Marvel Developments;
- Commented that the proposed Travelodge on Marine Drive would complete the Lions Gate Village area;
- Commented that more affordable housing options are needed in the District; and,
- Spoke regarding the proposed rent-to-own program and commented on its benefits.

2.3. Sandi Goldie:
- Spoke in support of item 3.6 regarding BC Energy Step Code and Greenhouse Gas Intensity Targets;
- Thanked Council for being leaders;
- Spoke to the challenges the community is facing; and,
- Urged Council to work together to create a liveable and sustainable future.

2.4. Rubens Rahim:
- Spoke to item 3.5 regarding the proposed changes to the Nuisance Abatement Bylaw;
- Questioned why outdoor lighting is being overregulated when there have been minimal complaints;
- Opined that Christmas lights provide enjoyment; and,
- Urged Council to remove references in the proposed bylaw to specific holidays.

2.5. Shantela Blaeser:
- Spoke to item 3.5 regarding the proposed changes to the Nuisance Abatement Bylaw;
- Commented that Christmas lights provides a sense of community during COVID-19;
- Noted that there have been minimal complaints received; and,
- Commented that outdoor lighting provides safety.

2.6. Hazen Colbert:
- Spoke to item 3.4 regarding 2050-2070 Marine Drive (Marvel developments): Council Early Input – Rezoning application;
- Urged staff to do a thorough review of this application;
- Spoke to item 3.5 regarding the proposed changes to the Nuisance Abatement Bylaw;
• Spoke to the issue of enforcement; and,
• Commented that there have been minimal complaints received.

2.7. **Kris Kostiuk:**
• Spoke to item 3.5 regarding the proposed changes to the Nuisance Abatement Bylaw;
• Commented that Christmas lights provides a sense of community during COVID-19;
• Commented that there have been minimal complaints received; and,
• Spoke to the issue of enforcement.

2.8. **Frank Ducote:**
• Spoke to item 3.4 regarding 2050-2070 Marine Drive (Marvel developments): Council Early Input – Rezoning application;
• Opined that the proposed Travelodge on Marine Drive would complete the Lions Gate Village area; and,
• Provides benefits such as parks and affordable housing.

2.9. **Laurie Parkinson:**
• Spoke in support of item 3.6 regarding BC Energy Step Code and Greenhouse Gas Intensity Targets;
• Thanked staff for helping eliminate greenhouse gas emissions in new buildings; and,
• Opined that baseboard heating is financially expensive and not environmentally friendly.

3. **REPORTS FROM COUNCIL OR STAFF**

3.1 **Development Permit 33.20 – 1175-1221 Lynn Valley Road; 2770-2780 Valley Centre Avenue; and 1208-1222 East 27th Street**
File No. 08.3060.20/033.20

**MOVED by Councillor MURI**
**SECONDED by Councillor BACK**
THAT Development Permit 33.20 with Variances to allow for signage at 1175-1221 Lynn Valley Rd; 2770-2780 Valley Centre Ave; and 1208-1222 East 27th Street, legally described as Lot 1 District Lot 2022 Plan 14943 Except: Plan EPP52964, (PID: 012-746-339) and Rem A District Lot 2022 Group 1 New Westminster District Plan EPP52964 Except Plan 79019 (PID029-662-397) is ISSUED.

**CARRIED**

3.2 **On-Street Parking Corporate Policy, Alternative Vehicle Parking Rates On-Site) Administrative Parking**
File No. 16.8310.00/000.000

**MOVED by Councillor MURI**
**SECONDED by Councillor BOND**
THAT the On-Street Parking Corporate Policy as attached to the November 10, 2020 report of the Transportation Engineer entitled On-Street Parking Corporate
Policy, Alternative Vehicle Parking Rates (On-Site) Administrative Policy is approved;

AND THAT the Alternative Vehicle Parking Rates (On-Site) Administrative Policy is received for information.

CARRIED

3.3 North Shore Sea Level Rise Risk Assessment and Adaptive Management Strategy
File No. 11.5225.01/023.000

Mayor LITTLE left the meeting at 8:53 p.m. Councillor BACK assumed the Chair.

Mayor LITTLE returned to the meeting and assumed the Chair at 8:57 p.m.

MOVED by Councillor MURI
SECONDED by Councillor HANSON
THAT the North Shore Sea Level Rise Risk Assessment and Adaptive Management Strategy is approved.

CARRIED

3.4 2050-2070 Marine Drive (Marvel Developments):
Council Early Input – Rezoning Application
File No. 08.3606.20/037.18

Public Input:

Michael Geller:
- Provided history and context of the proposed development;
- Opined that the proposed development would complete the Lions Gate Village area;
- Opined that the development will provide affordable housing options;
- Noted that the residential parking ratio proposed (including visitor parking) is just over one parking space per dwelling unit; and,
- Highlighted the extensive landscape areas and connecting greenways.

MOVED by Mayor LITTLE
SECONDED by Councillor BOND
THAT Council is not supportive of the rezoning application as proposed, and requests that the applicant revise their proposal.

CARRIED

Opposed: Councillors FORBES, HANSON and MURI
At 10:04 p.m. it was moved:

MOVED by Mayor LITTLE  
SECONDED by Councillor MURI  
THAT the Special meeting held on November 23, 2020 of the District of North Vancouver Council is authorized to proceed beyond the 10:30 p.m. adjournment time.  

CARRIED

3.5 Standards and Regulations in Single-Family Zones  
File No. 13.6700.20/000.000

MOVED by Mayor LITTLE  
SECONDED by Councillor MURI  
THAT "District of North Vancouver Rezoning Bylaw 1404 (Bylaw 8472)" is given FIRST Reading;  

THAT "District of North Vancouver Rezoning Bylaw 1405 (Bylaw 8476)" is given FIRST Reading;  

THAT "District of North Vancouver Rezoning Bylaw 1404 (Bylaw 8472)" is referred to a Public Hearing;  

AND THAT "District of North Vancouver Rezoning Bylaw 1405 (Bylaw 8476)" is referred to a Public Hearing.  

CARRIED

3.6 BC Energy Step Code and Greenhouse Gas Intensity Targets  
File No. 09.3900.30

Public Input:

Laurie Parkinson:  
- Spoke regarding the climate and ecological emergency;  
- Urged the District to commit to the usage of heat pumps in new buildings; and,  
- Thanked staff for demonstrating leadership in responding to climate change.

Peter Teevan:  
- Noted the proposed bylaw would ban natural gas for home and hot water heating in new residential builds and substantial rebuilds but not in commercial and public buildings; and,  
- Spoke regarding the use of heat pumps noting they are expensive and not environmentally friendly.
MOVED by Councillor FORBES  
SECONDED by Mayor LITTLE  
THAT “District of North Vancouver Construction Bylaw 8271, 2017 Amendment Bylaw 8475, 2020 (Amendment 1)” is given FIRST Reading.

DEFEATED  
Opposed: Councillors BACK, BOND, CURREN, HANSON and MURI

MOVED by Councillor BOND  
SECONDED by Councillor CURREN  
THAT “District of North Vancouver Construction Bylaw 8271, 2017 Amendment Bylaw 8475, 2020 (Amendment 1)” is given FIRST, SECOND and THIRD Readings.

CARRIED  
Opposed: Councillor FORBES

4. ADJOURNMENT

MOVED by Councillor MURI  
SECONDED by Mayor LITTLE  
That the November 23, 2020 Special Meeting of Council for the District of North Vancouver is adjourned.

CARRIED  
(10:57 p.m.)

Mayor

Municipal Clerk
DISTRICT OF NORTH VANCOUVER
REGULAR MEETING OF COUNCIL

Minutes of the Regular Meeting of Council for the District of North Vancouver held at 7:02 p.m. on Monday, December 7, 2020. The meeting was held virtually with participants appearing via video and telephone conference.

Present:  
Mayor M. Little  
Councillor J. Back  
Councillor M. Bond  
Councillor M. Curren  
Councillor B. Forbes  
Councillor J. Hanson  
Councillor L. Muri

Staff:  
Mr. D. Stuart, Chief Administrative Officer  
Mr. G. Joyce, General Manager – Engineering, Parks & Facilities  
Mr. D. Milburn, General Manager – Planning, Properties & Permits  
Mr. A. Wardell, General Manager – Finance/CFO  
Ms. T. Atva, Manager – Community Planning  
Mr. R. Danyluk, Manager – Business Planning and Decision Support  
Mr. J. Gordon, Manager – Administrative Services  
Mr. R. Boase, Section Manager – Environmental Sustainability (Operations)  
Mr. M. Hartford, Section Manager – Development Planning  
Ms. G. Lanz, Deputy Municipal Clerk  
Mr. E. Nassichuk, Environmental Protection Officer  
Mr. D. Veres, Senior Planner  
Ms. J. Simpson, Confidential Council Clerk  
Ms. C. Archer, Clerk Typist 3

RESOLUTION TO HOLD PUBLIC MEETING WITHOUT THE PUBLIC IN ATTENDANCE

MOVED by Councillor MURI  
SECONDED by Councillor BACK
WHEREAS:

- the Minister of Public Safety and Solicitor General has issued Order M192; and,

- Order M192 requires British Columbia municipalities to use best efforts to allow members of the public to attend open meetings of council in a manner that is consistent with the applicable requirements or recommendations of the Public Health Act; and,

- the District has assessed its ability to allow members of the public to attend open meetings of council in a manner that is consistent with the applicable requirements or recommendations of the Public Health Act; and,

- the District has taken into consideration its Covid-19 Safety Plan as required by Worksafe BC; and,
• the District has determined that, at this time, it cannot safely allow members of the public to attend open meetings of council in a manner that is consistent with the applicable requirements or recommendations of the Public Health Act or its Covid-19 Safety Plan;

THEREFORE, this meeting of the Council for the District of North Vancouver is to be held without members of the public being physically present;

AND THAT the principles of openness, transparency, accessibility and accountability are being ensured through:

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• The live streaming of this meeting via a link readily available on the District’s webpage;

• Maintaining the thirty minute public input opportunity at each regular meeting and the discretionary public input opportunity at each workshop;

• The ability of the public to provide input on agenda items by full two-way audio and video means;

• Adhering the rules of procedural fairness and acting with respect and courtesy at all times when hearing the public;

• Conducting meetings in a manner that resembles in-person meeting as much as possible;

• And reminding the public that they may contact Mayor and Council at any time on any topic via its council@dnv.org email address.

CARRIED

1. ADOPTION OF THE AGENDA

1.1. December 7, 2020 Regular Meeting Agenda

MOVED by Councillor BACK
SECONDED by Councillor HANSON
THAT the agenda for the December 7, 2020 Regular Meeting of Council for the District of North Vancouver is adopted as circulated, including the addition of items listed in the agenda addendum.

CARRIED
2. PUBLIC INPUT

2.1. Nasir Mirlohi, 2300 Block Kirkstone Road:
- Spoke to item 8.6;
- Questioned the applicability to coach houses; and,
- Questioned the costs and impacts to residents.

2.2. Katherine Fagerlund, 1800 Block Deep Cove Road:
- Spoke in support of item 8.6;
- Stated that the proposed amendment is not retroactive;
- Noted the bylaw only applies to new builds and major commercial renovations valued greater than $1 million;
- Noted existing buildings meet the requirements and were not more expensive to construct and are less expensive to operate; and,
- Opined that the bylaw is an essential action towards addressing the climate emergency.

2.3. Michelle Sheardown, 1700 Block Ralph Street:
- Spoke in support of item 8.6;
- Opined the proposed bylaw addresses the climate emergency; and,
- Suggested this is a long-term solution to promote a sustainable community.

3. RECOGNITIONS
Nil

4. DELEGATIONS

4.1. Christine Miller, North Shore Black Bear Society
Re: Year-end Comments

Ms. Christine Miller spoke on behalf of North Shore Black Bear Society stating their goal to reduce preventable bear deaths on the North Shore by providing attractant management information and bear awareness education. Ms. Miller supported the adoption of the Solid Waste Removal Bylaw Amendment and commented on the importance of its enforcement.

Ms. Miller highlighted the Society’s accomplishments in 2020:
1. Received 1,147 bear reports;
2. Installed 250 “Bear in Area” signs;
3. Distributed 2,634 educational door hangers; and,
4. Provided 791 “Living in Bear Country” information packages to new homeowners.

MOVED by Councillor MURI
SECONDED by Councillor BACK
THAT the delegation from North Shore Black Bear Society is received for information.

CARRIED
5. ADOPTION OF MINUTES

5.1. November 2, 2020 Regular Council Meeting

MOVED by Councillor MURI
SECONDED by Councillor CURREN
THAT the minutes of the November 2, 2020 Regular Council meeting are adopted.

CARRIED

5.2. November 10, 2020 Public Hearing – 267 Orwell Street

MOVED by Councillor MURI
SECONDED by Councillor CURREN
THAT the minutes of the November 10, 2020 Public Hearing are received.

CARRIED

5.3. November 10, 2020 Public Hearing – 840 St. Denis Avenue

MOVED by Councillor MURI
SECONDED by Councillor CURREN
THAT the minutes of the November 10, 2020 Public Hearing are received.

CARRIED

5.4. November 16, 2020 Regular Council Meeting

MOVED by Councillor MURI
SECONDED by Councillor CURREN
THAT the minutes of the November 16, 2020 Regular Council meeting are adopted.

CARRIED

6. RELEASE OF CLOSED MEETING DECISIONS

6.1. November 16, 2020 Closed Special Meeting of Council
File No. 01.0115.30/002.000

6.1.1. 2021 Acting Mayor Schedule

THAT the 2021 Acting Mayor Schedule, as attached to the October 30, 2020 report of the Municipal Clerk entitled 2021 Council Meeting Schedule and 2021 Acting Mayor Schedule, is approved.
6.1.2. Advisory Oversight Committee Recommendations and Appointments

Advisory Design Panel

THAT Don Aldersley is reappointed to the Advisory Design Panel for a two-year term ending December 31, 2022;

AND THAT James Blake is reappointed to the Advisory Design Panel for a two-year term ending December 31, 2022;

AND THAT Rajesh Kumar is appointed to the Advisory Design Panel for a two-year term ending December 31, 2022;

AND THAT Alexis Chicoine is appointed to the Advisory Design Panel for a two-year term ending December 31, 2022;

AND THAT this resolution be released to the public.

North Vancouver District Public Library

THAT Lara Greguric is reappointed to the North Vancouver District Public Library Board for a two-year term ending December 31, 2022;

AND THAT Ana Lopez is reappointed to the North Vancouver District Public Library Board for a two-year term ending December 31, 2022;

AND THAT Kristine Mactaggart Wright is reappointed to the North Vancouver District Public Library Board for a two-year term ending December 31, 2022;

AND THAT Gerald Baier is reappointed to the North Vancouver District Public Library Board for a two-year term ending December 31, 2022;

AND THAT this resolution be released to the public.
North Vancouver Recreation & Culture Commission

THAT Dave Wilson is appointed to the North Vancouver Recreation & Culture Commission for a three-year term ending December 31, 2023;

AND THAT Herman Mah is appointed to the North Vancouver Recreation & Culture Commission for a three-year term ending December 31, 2023;

AND THAT John Moore is appointed to the North Vancouver Recreation & Culture Commission for a three-year term ending December 31, 2023;

AND THAT Mary Carmichael is appointed to the North Vancouver Recreation & Culture Commission for a three-year term ending December 31, 2023;

AND THAT this resolution be released to the public.

7. COUNCIL WORKSHOP REPORT

Nil

8. REPORTS FROM COUNCIL OR STAFF

MOVED by Councillor MURI
SECONDED by Councillor BACK
THAT items 8.1, 8.2, 8.3, 8.4, 8.5, 8.10, 8.11 and 8.12 are included in the Consent Agenda and are approved without debate.

CARRIED

8.1. 2021 Council Meeting Schedule
File No. 01.0115.30/002.000

MOVED by Councillor MURI
SECONDED by Councillor BACK
THAT the 2021 Council Meeting Schedule, as attached to the November 17, 2020 report of the Municipal Clerk entitled 2021 Council Meeting Schedule, is approved.

CARRIED

8.2. Bylaw 8447: Waterworks Regulation Bylaw Amendment
File No. 09.3900.20/000.000

MOVED by Councillor MURI
SECONDED by Councillor BACK
THAT “Waterworks Regulation Bylaw 2279, 1958, Amendment Bylaw 8447, 2020 (Amendment 66)” is ADOPTED.

CARRIED
8.3. **Bylaw 8448: Sewer Bylaw Amendment**  
File No. 09.3900.20/000.000  

MOVED by Councillor MURI  
SECONDED by Councillor BACK  
THAT "Sewer Bylaw 6656, 1994, Amendment Bylaw 8448, 2020 (Amendment 32)" is ADOPTED.  

CARRIED

8.4. **Bylaw 8471: Solid Waste Removal Bylaw Amendment**  
File No. 09.3900.20/000.000  

MOVED by Councillor MURI  
SECONDED by Councillor BACK  
THAT "Solid Waste Removal Bylaw 7631, 2007 Amendment Bylaw 8471, 2020 (Amendment 19)" is ADOPTED.  

CARRIED

8.5. **Bylaw 8465: Fees and Charges Bylaw Amendment**  
File No. 09.3900.20/000.000  

MOVED by Councillor MURI  
SECONDED by Councillor BACK  
THAT "Fees & Charges Bylaw 6481, 1992 Amendment Bylaw 8465, 2020 (Amendment 69)" is ADOPTED.  

CARRIED

8.6. **Bylaw 8475: Construction Bylaw Amendment**  
File No. 09.3900.20/000.000  

Public input:  

Judith Brook, 2000 Block Lauralynn Drive:  
- Spoke in support of the item;  
- Stated low carbon systems reduce emissions and energy use;  
- Opined the improvement to homeowners and benefit to climate action efforts; and,  
- Spoke to the public misinformation of the impact of the proposed bylaw.  

Peter Teevan, 1900 Block Indian River Crescent:  
- Spoke in opposition of the item;  
- Expressed concern with the bylaw development process;  
- Commented on the Council Procedures Bylaw 7414; and,  
- Opined that the emission targets are low enough to be considered a ban.  

Mr. Dan Milburn, General Manager – Planning, Properties & Permits, noted the conversation began with the Community Energy and Emissions Plan (CEEP) which involved a series of workshops and community engagement. The results suggested that Council pursue reducing greenhouse gas emissions. Mr. Milburn noted the
engagement process began in 2018 and included the North Shore municipalities, contractors and professionals who build in the District, Homebuilders Association Vancouver (HAVAN) and Urban Development Institute (UDI).

**MOVED by Councillor MURI**  
**SECONDED by Councillor CURREN**  
THAT "Construction Bylaw 8271, 2017 Amendment Bylaw 8475, 2020 (Amendment 1)" is ADOPTED.

**CARRIED**  
Opposed: Councillor FORBES

8.7. **Bylaw 8449: Rezoning for 840 St. Denis Avenue**  
File No. 08.3060.20/012.19

**MOVED by Councillor MURI**  
**SECONDED by Councillor HANSON**  
THAT "District of North Vancouver Rezoning Bylaw 1400 (Bylaw 8449)" is given SECOND and THIRD Readings.

**CARRIED**

8.8. **Bylaws 8451 and 8452: Non-Market Housing Project at 267 Orwell Street**  
File No. 08.3060.20/016.20

**MOVED by Councillor HANSON**  
**SECONDED by Councillor MURI**  
THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8451, 2020 (Amendment 40)" is given SECOND and THIRD Readings;

AND THAT "District of North Vancouver Rezoning Bylaw 1401 (Bylaw 8452)" is given SECOND and THIRD Readings.

**CARRIED**

Councillor CURREN declared a potential conflict in the following matter due to owning a business on Gallant Avenue and left the meeting at 8:30 p.m.

8.9. **2020 - 2024 Financial Plan Amendment #2**  
File No. 05.1780/Financial Plan/2020

**MOVED by Mayor LITTLE**  
**SECONDED by Councillor MURI**  
THAT "2020- 2024 Consolidated Financial Plan Approval Bylaw 8435, 2020 Amendment Bylaw 8479, 2020 (Amendment 2)" is given FIRST, SECOND, and THIRD Readings.

THAT "2020- 2024 Consolidated Financial Plan Approval Bylaw 8435, 2020 Amendment Bylaw 8479, 2020 (Amendment 2)" is ADOPTED.
CARRIED
Absent for Vote: Councillor CURREN

Editorial Note: Subsection 12(a)(i) of Ministerial Order M192, made by the Minister of Public Safety and Solicitor General under the Emergency Program Act in response to the COVID-19 declared emergency and dated June 17, 2020, permits a council to adopt a bylaw on the same day that it has been given third reading despite section 135(3) of the Community Charter if the bylaw is made in relation to Section 165 of the Community Charter [financial plan]. Due to urgent circumstances, the District of North Vancouver has availed itself of this temporary power where warranted.

Councillor CURREN returned to the meeting at 8:32 p.m.

8.10. Rodenticide Use in the DNV and Corporate Pest Management Policy
File No. 13.6770/Wildlife Concerns/Urban

MOVED by Councillor MURI
SECONDED by Councillor BACK

THAT the Pest Management – District Owned Property policy, as attached to the November 25, 2020 report of the Section Manager – Environmental Sustainability (Operations) and Environmental Protection Officer entitled Rodenticide Use in the DNV and Corporate Pest Management Policy, is approved;

AND THAT the draft letter to the Minister of Environment and Climate Change Strategy and Rodenticide Outreach Initiatives, as attached to the November 25, 2020 report of the Section Manager – Environmental Sustainability (Operations) and Environmental Protection Officer entitled Rodenticide Use in the DNV and Corporate Pest Management Policy, is received for information.

CARRIED

8.11. Immediate Action Items from the Rental, Social and Affordable Housing Task Force
File No. 01.0360.20/078.000

MOVED by Councillor MURI
SECONDED by Councillor BACK

THAT staff is directed to amend the Rental and Affordable Housing Strategy to be consistent with the November 20, 2020 report of the Senior Community Planner entitled Immediate Action Items from the Rental, Social and Affordable Housing Task Force, and prepare a revised Residential Tenant Relocation Assistance Policy for Council's consideration.

CARRIED
8.12. District of North Vancouver Child Care Action Plan
File No. 10.475.00/000.000

MOVED by Councillor MURI
SECONDED by Councillor BACK
THAT the District of North Vancouver Child Care Action Plan, as attached to the November 25, 2020 report of the Manager – Community Planning and Community Planner entitled District of North Vancouver Child Care Action Plan, is approved.

CARRIED

8.13. Coalition of Inclusive Municipalities
File No.

MOVED by Councillor CURREN
SECONDED by Mayor LITTLE
THAT the District of North Vancouver join the Coalition of Inclusive Municipalities and, in joining the Coalition, endorses the Common Commitments and agrees to develop or adapt its own unique Plan of Action accordingly;

AND THAT Council support implementation of the municipal-specific Truth and Reconciliation Commission of Canada Calls to Action.

CARRIED

9. REPORTS

9.1. Mayor

9.1.1 Mayor Little reported on his attendance at the following events:
- The unofficial opening of StoryLab at Lynn Valley Library; and,
- Burrard Inlet Mayors Committee Meeting on Friday, December 4, 2020.

9.2. Chief Administrative Officer

9.2.1 Mr. David Stuart noted the District has implemented the Solid Waste Removal Bylaw Amendment, noting that minor modifications to the bylaw will return to Council for consideration in January.

9.3. Councillors

9.3.1 Councillor Back commended businesses and the community for adapting during the pandemic.

9.3.3 Councillor Muri noted the extension of the public health order and suggested supporting local businesses during this time.
9.4. Metro Vancouver Committee Appointees

9.4.1. Industrial Lands Strategy Task Force – Councillor Back
Nil

9.4.2. Housing Committee – Councillor Bond
Nil

9.4.3. Indigenous Relations Committee – Councillor Hanson
Nil

9.4.4. Board – Councillor Muri
Nil

9.4.5. Regional Culture Committee – Councillor Muri
Nil

9.4.6. Regional Planning Committee – Councillor Muri
Nil

9.4.7. Regional Parks Committee – Councillor Muri
Nil

9.4.8. Liquid Waste Committee – Mayor Little
Nil

9.4.9. Mayors Committee – Mayor Little
Nil

9.4.10. Mayors Council – Translink – Mayor Little
Nil

9.4.11. Performance & Audit Committee – Mayor Little
Nil

9.4.12. Zero Waste Committee – Mayor Little
Nil
10. ADJOURNMENT

MOVED by Councillor MURI
SECONDED by Mayor LITTLE
THAT the December 7, 2020 Regular Meeting of Council for the District of North Vancouver is adjourned.

CARRIED
(9:09 p.m.)

Mayor

Municipal Clerk
1. OPENING BY THE MAYOR

Mayor Little 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.

He further noted that this Public Hearing is being convened pursuant to Section 464 of the Local Government Act and Ministerial Order M192.

This hearing will be held virtually with all participants, including Council, staff, applicant, signed up speakers and observers all doing so by electronic means.

Public participation in this hearing is being accommodated by speakers having signed up in advance, as stated in the Notice of Hearing, as well as being streamed live over the internet. In addition, those observing over the internet who did not sign up in advance to speak but decide to do so once the hearing is underway, may dial-in via telephone to speak. Information on how to do this will be shared over the live stream once we have exhausted the speakers list of first time speakers.

The electronic means being employed for this hearing allow for effective two-way audio communications while those who have signed up in advance will also receive video of the hearing via the WebEx Events software.
As always, written submissions will be received by the Municipal Clerk, on behalf of, and shared with, Council, at any time up to the time the hearing is closed. These may be submitted to input@dnv.org

Therefore, in this manner, 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.

Mayor Little stated that:
- We will first go through the established speakers list. At the end of the speakers list, the Chair may call for any other speakers not on the speakers list – these are the dial-in speakers if any;
- You will have 5 minutes to address Council for a first time. Begin your remarks to Council by stating your name and approximate street address;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute opportunity;
- Any additional presentations will only be allowed at the discretion of the Chair;
- Please do not repeat information from your previous presentations and ensure your comments remain focused on the bylaws under consideration this evening;
- If you have provided a written submission there is no need to read it as it will have already been seen by Council. You may summarize or briefly reiterate the highlights of your submission but ensure your comments pertain to the bylaws under consideration at this hearing;
- Council is here to listen to the public, not to debate the merits of the bylaws. Council may ask clarifying questions;
- The Clerk has a binder containing documents and submissions related to the bylaws which Council has received and which you are welcome to review. This is available online at https://app.dnv.org/councilsearchnew/;
- Everyone at the hearing will be provided an opportunity to speak. If necessary, we will continue the hearing on a second night;
- At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing; or, Council may close the hearing after which Council should not receive further new information from the public; and,
- This 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 CLERK

District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)

Mr. James Gordon, Manager – Administrative Services, introduced the proposed bylaw stating that Bylaw 8423 proposes to amend the District’s Zoning Bylaw by rezoning the subject site from Multi-Family Residential Zone 3 (RM3) to a new Comprehensive Development Zone 118 (CD118). The CD118 Zone addresses permitted and accessory uses, conditions of use and zoning provisions such as density, amenities, setbacks, height, building and site coverage, landscaping and storm water management, and parking requirements.
3. PRESENTATION BY STAFF

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

- The redevelopment of 904-944 Lytton Street proposes a 341 unit residential development which includes 33 non-market rentals, 56 market rentals, 25 rent-to-own units, a Habitat for Humanity townhouse unit, a small commercial space and approximately 10,000 sqft of open space and play area;
- Bylaw 8423 rezones the site from RM3 (multi-family) to CD118 (a new comprehensive development zone);
- The two housing agreement bylaws are as follows:
  - Bylaw 8424 ensures that strata units are available to rent; and,
  - Bylaw 8425 secures the 89 rental units and rent levels for the 33 non-market rental units and their eligibility requirements in perpetuity;
- The sites Official Community Plan (OCP) designation is RES5: Low Density Apartment and permits up to a 1.75 floor space ratio (FSR); the project proposes up to 1.37 FSR;
- The proposal has been measured against the following Development Permit Area Guidelines:
  - Form and Character of Multi-Family Housing;
  - Energy and Water Conservation and Greenhouse Gas Emission Reduction; and,
  - Wildfire Hazard;
- The site is approximately 6.3 acres and is located at the south-east corner of Mt Seymour Parkway and Lytton Street;
- The surrounding uses include Windsor Secondary School, Windridge Park, Ron Andrews and Maplewood Village Centre;
- The project intends to be constructed on 4 parcels in 2 phases;
- 77% of the units are geared towards families and consist of 2 to 4 bedrooms units;
- Phase 1 consists of the following:
  - Site 1: a 6-story apartment building with 119 strata units, of which 25 are rent-to-own units;
  - Site 2: 102 townhouse units with a Habitat for Humanity building; and,
  - Site 4: a 6-story rental building with 56 market and 33 non-market rentals and a small commercial space intended to be used as a cafe;
- Phase 2 consists of the following:
  - Site 3: 31 townhouse units;
- The project proposes 485 residential and 67 visitor parking stalls to make a total of 552 spaces which includes the following:
  - Sites 1, 2 and 4 will be 25% Level 2 EV ready and have 100% conduits;
  - Site 3 will be 100% Level 1 EV ready;
  - 3 car share vehicles;
  - “On-demand” transit service;
  - 790 bicycle spaces, 414 of which have electrical outlets;
  - 2 shared electric bicycles; and,
  - Bike repair rooms and washing stations;
- The proposal is supported by a Traffic and Parking Study and meets the OCP guidelines;
• The affordable housing proposal has been reviewed against the Districts Rental and Affordable Housing Strategy and includes the following affordable elements:
  • 33 nonmarket rental units targeted to low-to-moderate households;
  • 56 market rental units;
  • A Habitat for Humanity 3-bedroom townhouse unit; and,
  • 25 rent-to-own units;
• Outlined a variety of infrastructure improvements of the area;
• The community benefits from the Community Amenity Contributions (CACs) to be directed towards the following:
  • Affordable Housing Fund;
  • Park and trail improvements;
  • Public art; and,
  • Other public realm and structure improvements;
• Summarized the public input meetings that took place in 2017 and 2019; and,
• Noted the environmental aspects of the development.

4. PRESENTATION BY APPLICANT

Mr. Riaan de Beer, Vice President of Anthem, noted the following:
• Outlined the history and context of the proposed project;
• Spoke to instituting progressive housing that suits the current market;
• Stated that Anthem has partnered with Hollyburn Family Services Society who will own and operate the below market rental units;
• Noted there are 4 outdoor play areas proposed;
• Highlighted the rent-to-own program;
• Committed to a zero fossil fuel energy site;
• Commented on densifying nearby services;
• Spoke to traffic issues in the neighbourhood;
• Opined that parking stalls are required or cars will be forced into neighbouring streets; and,
• Opined that the housing meets the needs for a diverse community.

5. REPRESENTATIONS FROM THE PUBLIC

5.1. Mr. David Roppel, Seymour Blvd resident:
• Spoke in support of the proposal;
• Commented on the lack of growth in the community and the need for additional accommodation;
• Noted the site's proximity to services; and,
• Commented on the development funds generated by the project.

5.2. Ms. Jess Daniels, resident near Seymour Estates:
• Spoke in support of the proposal;
• Opined that the housing market is unattainable on the North Shore;
• Supported the rent-to-own program;
• Commented on the proximity to services and parks; and,
• Commented on the sustainable transportation aspects of the project.
5.3. Ms. Joy Hayden:
- Spoke in support of the proposal;
- Opined that Anthem has integrated Council and Stakeholder concerns;
- Opined that the mixed housing is needed; and,
- Spoke to the community benefits.

5.4. Mr. Don Peters, Chair of the Community Housing Action Committee:
- Spoke in support of the proposal;
- Commented on the affordability options this project provides;
- Spoke to the development partnering with Hollyburn Family Services Society, Habitat for Humanity, and potentially BC Housing;
- Commented on the enhanced accessibility for people with mobility challenges;
- Noted there will be no greenhouse gas emissions emitted during construction;
- Spoke to the rent-to-own program addressing the “missing middle” income buyers; and,
- Commented on the nearby services and amenities.

5.5. Mr. Ernst Loots, resident near Parkgate Village:
- Spoke in support of the proposal;
- Suggested the project is sustainable and desirable;
- Commented on densification in the community;
- Commented on the design and scale of the project;
- Noted the project addresses affordability issues in North Vancouver; and,
- Spoke to the sustainable, long-term livability of the development.

5.6. Mr. Paul Butler, District of North Vancouver resident and Director of Youth Services at Hollyburn Family Services Society:
- Spoke in support of the proposal;
- Commented on the housing opportunities for youth and young adults; and,
- Suggested the project provides diverse housing options for the community.

5.7. Mr. Michael Ferreira, Lynn Valley resident:
- Spoke in support of the proposal;
- Suggested that the positive impacts of developments greatly outweigh the negative impacts;
- Provided examples of projects that exhibited initial oppositions from nearby residents and noted the model communities that materialized;
- Suggested the project will be a benefit to the community; and,
- Commented on the increased housing for the local workforce.

5.8. Mr. Marc Strongman, Deep Cove resident:
- Spoke in support of the proposal;
- Suggested the creative affordability aspects are needed on the North Shore;
- Expressed concern related to parking;
- Noted the amount of people that have to commute to the North Shore; and,
- Supported the environmental aspects.
5.9. Mr. Mehdi Shorkri, District of North Vancouver resident:
- Spoke in support of the proposal;
- Noted the community benefits;
- Commented on the economic and sustainable aspects; and,
- Spoke to the variety of proposed rental options.

5.10. Ms. Stephani Baker, resident of North Vancouver and Vice President of Construction for Habitat for Humanity Greater Vancouver:
- Spoke in support of the proposal;
- Opined that affordable housing is needed in the community;
- Provided a history of the community; and,
- Noted the variety of people the project can support.

5.11. Mr. David Hutniak, CEO of LandlordBC:
- Spoke on behalf of the LandlordBC members in support of the proposal;
- Suggested the importance or rental housing;
- Opined that the economics of building new purpose-built rental housing has not improved and risks have increased due to the Covid-19 pandemic;
- Commented on the need for housing diversity; and,
- Noted the accessibility and sustainability aspects of the proposal.

5.12. Ms. Karen German, North Vancouver resident:
- Spoke in support of the proposal; and,
- Commented on the affordability issues in the community.

5.13. Ms. Elizabeth Kluwak, Vancouver resident:
- Spoke in support of the proposal;
- Spoke to the lack of affordability for youth in the community and forcing them into undesirable neighbourhoods;
- Suggested that housing is critical;
- Opined that the housing needs of young adults should be considered; and,
- Noted the proximity of services and amenities.

The hearing recessed at 8:32 p.m. and reconvened at 8:38 p.m.

5.14. Mr. Kelly Jordan, North Shore resident:
- Spoke in support of the proposal; and,
- Opined that North Vancouver requires more housing options.

In response to a question by Council, staff advised that Anthem has not applied for a Development Permit for site 3 yet, as it is the last phase of the development. However, the land use and density is accounted for in the CD118 zone.

In response to a question by Council, staff advised that the rent-own-units are located in site 1.

In response to a question by Council, the applicant advised that the pricing has not been established, but will be based on the market once the project is approved. However, the following rough metrics were provided:
- Condominiums: $500,000 to $800,000; and,
- Townhouses: $1 million to $1.3 million.

In response to a question by Council, the applicant advised that the timeline for completion will depend on approval. However, the earliest construction would commence would be in 2022 and the duration is expected to be approximately 3 years.

In response to a question by Council, the applicant advised that the current schedule is to complete site 4 first, followed by site 1, site 2 and finish with site 3.

In response to a question by Council, staff advised that a mixture of playground equipment is proposed and should provide for a range of options for most abilities. An accessible path to the playground is available to all residents.

In response to a question by Council, staff advised that the playground will be available for use by all buildings.

In response to a question by Council, staff advised that the proposed site coverage consists of 17,000sqm (68%) of impermeable area and 8,000sqm (31%) of permeable area (green space).

In response to a question by Council, staff advised that Anthem has obtained verbal confirmation from the Residential Tenancy Branch that the proposed rent-to-own program will not create any residential tenancies under the Residential Tenancy Act. The program is legal in BC Real Estate Law.

In response to a question by Council, staff advised that the rent-to-own purchasers will be responsible for repair and maintenance of their units, as well as strata fees and property taxes.

In response to a question by Council, staff advised that there will be no upfront application fee or deposit due from a potential homeowner.

5.15. Ms. Colleen James:
- Spoke in support of the proposal;
- Highlighted the nearby amenities; and,
- Commented on the need for safe and reliable housing.

5.16. Mr. Rene Cravioto, former resident of Seymour Estates:
- Spoke in support of the proposal;
- Noted that Anthem facilitated a smooth transition when their family was relocated;
- Suggested that the approval of the new development has taken too long;
- Commented on the community the development will generate; and,
- Opined that Seymour Estates will be a destination.

5.17. Ms. Tracy De Medeiros, resident of Burnaby:
- Spoke in support of the proposal;
- Stated the project is well-rounded and executed;
- Noted she works in North Vancouver and wishes to live in the community she serves;
- Noted the lack of affordable housing in North Vancouver; and,
- Supported the rent-to-own program.
5.18. Mr. Sylvain Celaire, resident near Seymour Estates:
- Spoke on behalf of Modo in support of the proposal;
- Spoke to the development instituting Modo car sharing; and,
- Commented on the environmental aspects.

5.19. Mr. Peter Hrdlitschka, resident near Seymour Estates:
- Spoke in support of the proposal;
- Commented on the diverse opportunities for potential buyers; and,
- Expressed concern about the lack of housing options on the North Shore.

5.20. Mr. Elijah Kennedy, resident of North Vancouver:
- Spoke in support of the proposal; and,
- Commented on living where you work to reduce commute times.

The hearing recessed at 9:07 p.m. and reconvened at 9:14 p.m.

5.21. Mr. Ian Cullis, Director of Asset Management at BC Non-Profit Housing Association:
- Spoke in support of the proposal;
- Noted the non-profit housing associations involved in the project;
- Spoke to the high rental rates in North Vancouver; and,
- Commented on the demand and need for affordable housing.

6. COUNCIL RESOLUTION

MOVED by Councillor BOND
SECONDED by Councillor BACK
THAT the November 17, 2020 Public Hearing recess and reconvene at a future date to be determined.

CARRIED
(9:33 p.m.)

CERTIFIED CORRECT:

Confidential Council Clerk
The Public Hearing reconvened on Tuesday, December 15, 2020 commencing at 7:01 pm. The
meeting was held virtually with participants appearing via video and telephone conference.

Present:      Mayor M. Little  
              Councillor R. Back  
              Councillor M. Bond  
              Councillor M. Curren 
              Councillor B. Forbes 
              Councillor J. Hanson 

Absent:      Councillor L. Muri 

Staff:        Mr. D. Milburn, General Manager - Planning, Properties & Permits  
              Mr. M. Hartford, Section Manager – Development Planning  
              Ms. G. Lanz, Deputy Municipal Clerk  
              Mr. K. Khoshons, Senior Project Engineer  
              Mr. D. Veres, Senior Development Planner  
              Ms. S. Dale, Confidential Council Clerk  
              Ms. C. Archer, Clerk Typist 3  
              Ms. S. Clarke, Customer Service Clerk 

1. OPENING BY THE MAYOR

Mayor Mike Little advised that the purpose of the reconvened Public Hearing was to receive further input from the community on Bylaw 8423 and reviewed the established rules of the meeting.

6. REPRESENTATIONS FROM THE PUBLIC (continued)

6.22. Ms. Rowena Santoni, Habitat for Humanity Resident:  
• Spoke in support of the proposed development;  
• Spoke to her experience living in a Habitat for Humanity building in Richmond; and,  
• Commented that the proposed development would provide safe and affordable housing.

6.23. Ms. Kamelia Abadi, 100 Block West 15th Street:  
• Spoke in support of the proposed development;  
• Commented that the proposed development provides affordable housing options;  
• Mentioned that the proposal fulfills the requirements of the Accessible Design Policy for Multifamily Housing; and,  
• Commented on the need for more non-market rental units.

6.24. Mr. Howard Dahl:  
• Commented that the community is in support of the proposed development;  
• Spoke favourably of the rent-to-own program;  
• Commented on the diverse housing mix;
• Expressed concern with parking issues stating that an inadequate number of parking stalls are proposed; and,
• Suggested that the Community Amenity Contribution be directed towards revitalizing Ron Andrews Recreation Centre.

6.25. Mr. Richard Cook, Hardy Crescent:
• Spoke in support of the proposed development;
• Opined that the proposed development is in an ideal location;
• Commented that the proposed development will create more affordable housing options;
• Commented on the housing diversity provided by the proposed development, filling a need for downsizers and young families who want to stay in the community and age in place; and,
• Opined that traffic issues are being mitigated.

6.26. Mr. Rob Haines:
• Spoke in opposition of the proposed development;
• Expressed concern with traffic issues;
• Stated that too much development is happening in the Maplewood area;
• Expressed concern that childcare is not being provided as part of the project;
• Commented that more seniors’ care facilities are needed on the North Shore; and,
• Expressed concern that co-employment opportunities and employee-oriented housing is not proposed.

6.27. Mr. Shayne De Wildt, 2500 Block Cove Cliff Road:
• Spoke in support of the proposed development;
• Suggested that the proposed development may help residents stay in their community;
• Commented that the proposed development will create more affordable housing options;
• Commented on the diverse housing mix; and,
• Mentioned that the proposal fulfills the requirements of the Accessible Design Policy for Multifamily Housing.

6.28. Mr. Peter Teevan, 1900 Block Indian River Crescent:
• Spoke in support of the Seymour Estates proposal;
• Opined that the District does not need more luxury condos;
• Commented that there is an urgent need for more market and sub-market rentals; and,
• Spoke favourably to the rent-to-own program.

6.29. Ms. Helga Doherty, 800 Block Nicolum Court:
• Spoke in support of the proposed development;
• Commented that the proposed development would support the needs of both young families and the aging population; and,
• Suggested that diverse housing will help promote a healthy community.
6.30. Mr. Josh Gaze, 1300 Block Emerson Way:
- Spoke in support of the proposed development;
- Commented on the diverse housing mix;
- Opined that the proposed building is aesthetically pleasing and incorporates natural elements into the design; and,
- Noted that the proposed development is close to amenities, parks and local schools.

6.31. Mr. Eric Andersen, 2500 Block Derbyshire Way:
- Expressed concern with increased density;
- Expressed concern with traffic issues;
- Opined that the number of parking stalls should be reduced;
- Expressed concern that childcare is not being provided as part of the project;
- Commented on the need for more non-market rental units;
- Expressed concern with the proposed building height; and,
- Spoke favorably that the applicant has committed to a zero fossil fuel energy site.

6.32. Mr. Eric Carlson, 2000 Block Glennaire Drive:
- Spoke in support of the proposed development;
- Opined that there is a lack of affordable housing within the District; and,
- Suggested that diverse housing will help promote a healthy community.

6.33. Mr. Corrie Kost, 2800 Block Colwood Drive:
- Suggested all new off-street parking spots have at least Level-2 plug-ins;
- Urged the applicant to provide adequate parking stalls;
- Commented that careful attention should be given to shadow impacts on adjacent play areas; and,
- Acknowledged the adaptation of interior and exterior common spaces due to the COVID-19 pandemic.

6.34. Ms. Judith Brook, 2400 Block Lauralynn Drive:
- Spoke in support of the rent-to-own program;
- Spoke favorably that the applicant has committed to a zero fossil fuel energy site;
- Spoke in support of the usage of heat pumps; and,
- Commented on the lack of suitable affordable housing options on the North Shore.

6.35. Ms. Laurie Parkinson, 600 Block East 4th Street:
- Spoke in support of the proposed development;
- Spoke in support of the proposed zero fossil fuel energy site;
- Encouraged developers to use heat pumps;
- Requested that conduits be installed to allow for future solar panel connection; and,
- Urged Council to make decisions through a climate lens.

6.36. Mr. Steven Petersson, 1100 Block East 29th Street:
- Spoke in support of the proposed development;
• Noted that the proposed development is close to amenities, parks and local schools;
• Noted that the proposed development is close to transit;
• Spoke to the opportunity to invest in the community and create jobs in a difficult time;
• Commented on the diverse housing mix; and,
• Spoke to the housing crisis on the North Shore.

6.37. Ms. Mackenzie Leyland, 2700 Block Violet Street:
• Spoke in support of the proposed development;
• Suggested that the proposed development will allow young families to move back to the North Shore; and,
• Commented that the proposed development will create more affordable and diverse housing options.

6.38. Mr. Len Slade:
• Spoke in opposition of the proposed development;
• Spoke in support of social housing;
• Suggested this site be used for a new recreation facility;
• Expressed concern with increased traffic; and,
• Questioned if residents will be able to afford the insurance to live in these units.

6.39. Ms. Katherine Fagerlund, 1800 Block Deep Cove Road:
• Spoke in opposition of the proposed development;
• Noted that the proposed development is not near a town centre;
• Expressed concern with the proposed building height;
• Expressed concern with increased traffic;
• Opined that the units are not affordable;
• Commented that not enough outdoor space is proposed; and,
• Commented that the rent-to-own program is not clearly defined.

6.40. Mr. Mauro Chiesa, 1500 Block Larkhall Crescent:
• Spoke in opposition to the proposed development;
• Noted that the proposed development is not in a town centre;
• Suggested that amenities, shopping and medical services be incorporated into the proposed development;
• Expressed concern that too much surface parking is proposed;
• Opined that this is not the right site for this proposal; and,
• Commented that residents living in this development will be forced to rely on their vehicles.

6.41. Ms. Emily Vinet:
• Spoke in support of the proposed development;
• Opined that this project offers the right mix of housing options;
• Spoke in support of the rent-to-own program;
• Spoke to the issue of affordable housing in North Vancouver;
• Commented on the close proximity of the development to greenspace, transit and schools; and,
• Commented on the housing diversity provided by the proposed development, filling a need for downsizers and young families who want to stay in the community and age in place.

6.42. Ms. Rhonda Spence:
• Spoke in support of the proposed development;
• Spoke to the challenge of young families and seniors being able to afford living on the North Shore;
• Commented on the diverse housing mix; and,
• Spoke to the opportunity of the rent-to-own program and its benefits.

The meeting recessed at 8:47 p.m. and reconvened at 8:51 p.m.

In response to a question by Council, staff advised that the current market rent for an average new one-bedroom apartment in North Vancouver is about $1,650 per month. If a resident lives in a one-bedroom market rental unit at $1,650 per month they would pay the monthly rent plus approximately $100 per month for parking if needed, for a total of $1,750 per month ($42,000 over 24 months). If a resident lives in an equivalent one-bedroom rent-to-own unit they would pay the same $1,650 per month, plus approximately $225 for strata fees and approximately $170 in property taxes for a total of $2,045 per month. As the rent to own unit would include a parking space, there would be no additional charge for parking. At the end of the 24 month rent to own period, the rent payment of $1,650 per month would be returned to the rent to own occupant for a total of $39,600 to be applied toward the down payment to complete the purchase of the unit.

In response to a question by Council, staff advised that the District will be taking a section 219 covenant to secure the Rent-to-Own program in relation to the 25 Rent-to-Own units. This covenant will stipulate a fair system such as a lottery system for accepting and approving applicants. The covenant will stipulate that purchasers selected for the Rent-to-Own program must be arms length from the developer. The covenant will stipulate other eligibility requirements, such as being a first time home buyer, having ties to the North Shore, satisfying income testing, and the declaration of inability to provide standard down payment.

In response to a question by Council, staff advised that the applicant has proposed Level 2 electric vehicle charging for 20% of the parking spaces with conduits in place for the remaining parking spaces to accommodate electric vehicle charging on Sites 1 and 2 and Level 1 electric vehicle charging for 100% of the parking spaces with conduits in place for the remaining parking spaces to accommodate electric vehicle charging on Site 3.

In response to a question by Council, the applicant advised that conduits will be installed on Site 1 and 2 to allow for future solar panel connection.

In response to a question by Council, staff advised that there are no community plan provisions or municipal policies specific to child care at 904 – 944 Lytton Street (Seymour Estates). However, the Maplewood Village Centre and Innovation District Implementation Plan and Design Guidelines identifies child care as an amenity and includes policy direction supporting the provision of child care services in the Village.
Centre. Maplewood Village Centre is located approximately 1.5 kilometers from the site. It was also noted that there are nine programs and one hundred and forty-four spaces child care programs within 400 metres of the site.

In response to a question by Council, staff advised that of the thirty-three below-market rental units, four of these units meet the Enhanced Accessible Design criteria.

In response to a question by Council, staff advised that an outdoor play area is proposed which will include a mix of playground equipment. The playground will be available for use by both tenants and strata owners in all buildings.

In response to a question by Council, staff advised that there are no known flood risks in this area and a stormwater management covenant would be required before issuance of a building permit.

6.43. Mr. Rob Haines, SPEAKING A SECOND TIME:
- Expressed concern that childcare is not being provided as part of the project;
- Commented that more seniors’ care facilities are needed on the North Shore;
- Expressed concern that co-employment opportunities and employee-oriented housing is not proposed;
- Expressed concern with the lack of greenspace;
- Suggested that traffic issues need to be addressed before density is added to the area;
- Opined that the proposed units are not affordable; and,
- Opined that the proposed site is not a suitable location for the development.

6.44. Mr. Eric Andersen, SPEAKING A SECOND TIME:
- Opined that the two coffee shops proposed will not be detrimental to each other and will bring diversity to the area;
- Stated that too much development is happening all at once;
- Noted that the proposed development is not near a town centre; and,
- Suggested building a recreation centre on this site and use the current Ron Andrews Recreation Centre site for social housing.

6.45. Mr. Peter Teevan, SPEAKING A SECOND TIME:
- Noted that rentals are 70% less profitable than market purchase to build;
- Explained why we need density to get rentals;
- Spoke regarding Rental-only Zoning;
- Suggested that GST and the Provincial Property Transfer Tax be exempt from Rental-only Zoning;
- Spoke on behalf of the Seymour Community Association;
- Opined that the proposed building is aesthetically pleasing;
- Expressed concern with increased density and traffic issues;
- Commented that a safe route to Windsor Secondary School is important; and,
- Suggested providing a community shuttle across the North Shore.

6.46. Mr. Eric Carlson, SPEAKING A SECOND TIME:
- Highlighted the benefits and amenities of the proposed development;
- Opined that the development will provide diverse affordable housing options;
• Noted that higher density is essential to reduce carbon intensity;
• Spoke to the environmental and sustainable aspects of the project;
• Noted that the proposed development meets the BC Energy Step Code Level 3;
• Spoke favourably to the rent-to-own program;
• Commented on the need for more rental housing on the North Shore; and,
• Acknowledged the challenges associated with change.

6.47. Mr. Corrie Kost, SPEAKING A SECOND TIME:
• Opined that growth should occur in town centres;
• Commented on the importance of incorporating pandemic safety features into
  the design of the building;
• Questioned if rent-toOwn purchasers will be responsible for paying for
  utilities;
• Expressed concern with traffic congestion;
• Questioned if the proposed development meets the objectives of the OCP;
• Opined that little progress has been achieved in providing affordable housing
  options for private land developments;
• Commented that more affordable rental units are needed; and,
• Urged Council to reject the proposed development and that significant
  revisions are made.

6.48. Mr. Riaan Debeer: SPEAKING A SECOND TIME
• Opined that the housing meets the needs for a diverse community;
• Commented on the importance of preserving greenspace; and,
• Advised that the proposal support the OCP goal to encourage and enable a
  diverse mix of housing type, tenure and affordability to accommodate the
  lifestyles and needs of people at all stages of life.

In response to a question by Council, staff advised that there has been no discussion
with the applicant on a land swap as staff has not had direction from Council to pursue
such a concept. Staff have no indication from the applicant that they would be interested
in a land swap.

6.49. Mr. Rob Haines, SPEAKING A THIRD TIME:
• Opined that the development does not meet the requirements of the Official
  Community Plan;
• Opined that not enough greenspace is provided;
• Expressed concern with storm water mitigation; and,
• Suggested that the signage and radius to advertise a Public Hearing may be
  improved.

6.50. Mr. Corrie Kost, SPEAKING A THIRD TIME:
• Clarified that Floor Space Ratios (FSR) is the general massing and
  approximate density of development and is the ratio of the floor area of a
  proposed development over the area of the lot or lots upon which the
  development is to be located. It does not regulate actual densities on
  individual lots and is the function of the District’s Zoning Bylaw. Council may,
  in its discretion, and with a public hearing, consider zoning bylaw
amendments to permit density over and above that indicated in the table on a case by case basis where the proposed development is otherwise consistent with objectives and policies of the Official Community Plan.

6.51. Mr. Peter Teevan, SPEAKING A THIRD TIME:
- Spoke in support of a land swap with Anthem Properties.

7. COUNCIL RESOLUTION

MOVED by Councillor HANSON
SECONDED by Councillor FORBES
THAT the December 15, 2020 reconvened Public Hearing be closed;

AND THAT “District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)” be returned to Council for further consideration.

CERTIFIED CORRECT:

Confidential Council Clerk
DISTRICT OF NORTH VANCOUVER
PUBLIC HEARING

220 Mountain Hwy & 1515-1555 Oxford Street
Official Community Plan and Zoning Bylaw Amendments

REPORT of the Public Hearing held on Tuesday, December 8, 2020 commencing at 7:00 p.m. The meeting was held virtually with participants appearing via video and telephone conference.

Present: Acting Mayor L. Muri
Councillor J. Back (7:02 pm)
Councillor M. Bond
Councillor M. Curren
Councillor B. Forbes
Councillor J. Hanson

Absent: Mayor M. Little

Staff: Ms. J. Paton, Assistant General Manager – Development Planning & Engineering
Mr. J. Gordon, Manager – Administrative Services
Ms. G. Lanz, Deputy Municipal Clerk
Ms. C. Peters, Senior Development Planner
Ms. S. Dale, Confidential Council Clerk
Ms. C. Archer, Clerk Typist 3

1. OPENING BY THE MAYOR

Acting Mayor Muri 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.

She further noted that this Public Hearing is being convened pursuant to Section 464 of the Local Government Act and Ministerial Order M192.

This hearing will be held virtually with all participants, including Council, staff, applicant, signed up speakers and observers all doing so by electronic means.

Public participation in this hearing is being accommodated by speakers having signed up in advance, as stated in the Notice of Hearing, as well as being streamed live over the internet. In addition, those observing over the internet who did not sign up in advance to speak but decide to do so once the hearing is underway, may dial-in via telephone to speak. Information on how to do this will be shared over the live stream once we have exhausted the speakers list of first time speakers.

The electronic means being employed for this hearing allow for effective two-way audio communications while those who have signed up in advance will also receive video of the hearing via the Zoom software.

Public Hearing Minutes – December 8, 2020
53
As always, written submissions will be received by the Municipal Clerk, on behalf of, and shared with, Council, at any time up to the time the hearing is closed. These may be submitted to input@dnv.org

Therefore, in this manner, 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.

Councillor BACK arrived at this point in the proceedings.

Acting Mayor Muri stated that:
• We will first go through the established speakers list. At the end of the speakers list, the Chair may call for any other speakers not on the speakers list – these are the dial-in speakers if any;
• You will have 5 minutes to address Council for a first time. Begin your remarks to Council by stating your name and approximate street address;
• After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute opportunity;
• Any additional presentations will only be allowed at the discretion of the Chair;
• Please do not repeat information from your previous presentations and ensure your comments remain focused on the bylaws under consideration this evening;
• If you have provided a written submission there is no need to read it as it will have already been seen by Council. You may summarize or briefly reiterate the highlights of your submission but ensure your comments pertain to the bylaws under consideration at this hearing;
• Council is here to listen to the public, not to debate the merits of the bylaws. Council may ask clarifying questions;
• The Clerk has a binder containing documents and submissions related to the bylaws which Council has received and which you are welcome to review. This is available online at DNV.org/agenda;
• Everyone at the hearing will be provided an opportunity to speak. If necessary, we will continue the hearing on a second night;
• At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing; or, Council may close the hearing after which Council should not receive further new information from the public; and,
• This 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 CLERK

Mr. James Gordon, Manager – Administrative Services, introduced the proposed bylaws, stating that Bylaw 8455 proposes to amend the District’s Official Community Plan land use designation of the subject site from Residential Level 6: Medium Density Apartment (RES6 to Commercial Residential Mixed-Use Level 3 (CRMU3). He further stated that Bylaw 8456 proposes to amend the District’s Zoning Bylaw by rezoning the subject site from Single-Family Residential 6000 Zone (RS4) to a new Comprehensive Development Zone 130 (CD130). The CD130 Zone addresses permitted and accessory uses, provisions such as density, height, setbacks, building and site coverage, landscaping, storm water management, and parking requirements.
3. PRESENTATION BY STAFF

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

- The subject site is approximately 3,073 m² and includes seven existing parcels and six single-family houses;
- Phibbs Exchange Bus Loop is located to the east;
- The Phibbs Exchange upgrade project is currently in the design phase and it is anticipated that the project will be tendered for construction in the Spring of 2021 with an anticipated eighteen month construction period;
- Creekstone Care Centre is under construction on the north side of Oxford Street across from the site;
- An existing multi-family rental building is located to the east and a multi-family rental building is under construction on the north side of Oxford Street;
- Single-family uses are located further to the north and are designated in the Official Community Plan for future multi-family development;
- The OCP designates the site as Residential Level 6 which permits density of residential development up to 2.5 FSR;
- Bylaw 8455 proposes to amend the OCP to Commercial Residential Mixed-Use Level 3 which would accommodate the proposed density of approximately 2.96 FSR;
- The existing zoning is Single-Family 6000 Zone (RS4) and Bylaw 8456 would rezone the site to a new Comprehensive Development Zone 130 allowing the proposed density of up to 2.96 FSR;
- The project includes one six-storey building with one hundred and forty rental units and two indoor amenity spaces;
- A 7.5 metre wide road dedication will be required on the east side of the site for a new lane connecting Oxford Street to the existing lane at the south side of the site;
- Proposed parking for the project is located on a single-level underground garage accessed from the southwest corner of the site;
- Additional parking stall are provided at grade and accessed from the rear lane;
- The project has been reviewed against development permit area guidelines for:
  - Form and Character of Multi-family Housing;
  - Energy and Water Conservation and Greenhouse Gas Emission reduction; and,
  - Protection from Natural Hazards (Creek Hazard);
- The project has also been reviewed against the Lower Lynn Implementation Plan and the Lynn Creek Town Centre Public Realm Guidelines and the project achieves the housing goals of the OCP and Implementation plan including providing a range of unit sizes and providing new rental housing;
- The application includes a number of off-site improvements and changes which include:
  - Improved street frontages on Mountain Highway and Oxford Street;
  - A new bicycle lane on Mountain Highway along the west frontage of the site;
  - Creation of a new north-south lane connecting Oxford Street to the existing lane at the rear which will allow for the closure of the existing lane access to Mountain Highway which will improve safety at this location;
  - Provision of road realignments to improve the turning radius for buses from Mountain Hwy to Oxford Street; and,
- District Engineering staff have not completed the review of the civil drawings and changes to the design may occur as a result of this review and the details and costs of off-site improvements will likely change as the project review continues;
- The project has been reviewed against the District's Residential and Affordable Housing Strategy and the project meets several goals including expanding the supply and diversity of housing and expanding the supply of new rental housing;
- The housing mix proposed includes six non-market rental units and one hundred and thirty-four market rental units, ranging from studio to three bedroom layouts;
- 50% of the units are two or three-bedroom layouts and would be considered suitable for families;
- The project proposes six non-market rental units to help address housing challenges for low to moderate income households with incomes of between $30,000 and $85,000;
- Rents for the proposed non-market units range from just under $1,000 for a studio unit which is considered affordable to a household with an income of just under $40,000 per year, to $1,230 for a one-bedroom unit, considered affordable to a household with an income of $49,000;
- The proposed rents for the non-market units are between 9% and 17% below the Metro Vancouver median rent and 20% below the District median rent as published in the CMHC Rental Market Survey;
- The housing agreement would secure all of the one hundred and forty units in the building as rental and secure the rental rates and eligibility criteria for the below-market units;
- The maximum parking for the project is a total of one hundred and one parking spaces including eighty-five spaces for residents, fourteen for visitors, and two car share spaces with an overall ratio of 0.72 spaces;
- Changes resulting from the review and finalization of the road requirements and civil design may affect the ability to provide parking and the CD130 Zone specifies a minimum requirement of 0.55 spaces per unit up to a maximum of 0.66 spaces per unit with additional car share and visitor spaces;
- The proposal includes one hundred and seventy-six bicycle spaces for residents and six spaces for visitors;
- The applicant is exploring opportunities for additional bicycle spaces including spaces for longer cargo and stroller bikes;
- Staff are resolving land dedications and easements on Oxford Street and reviewing the impacts on the Form and Character of the proposed additional bike parking;
- A Public Information meeting was held on January 31, 2019;
- Approximately 280 notices were delivered in the neighbourhood;
- Thirteen members of the public attended the meeting and ten members provided input via a comment sheet, email, or phone call;
- There was general support for this development proposal with particular support for the rental tenure;
- The proposal will meet BC Energy Step Code Level 3 with proposed green building measures that include:
  - Heating system based on air source heat pumps which run exclusively on electricity low-flow plumbing fixtures to reduce water usage and energy consumption;
Transportation Demand Management (TDM) strategies including measures to promote transit use including bus passes with a credit provided at the start of all new tenancies;

- Reduced parking ratio and car share spaces;
- Infrastructure improvements including new pedestrian and bicycle infrastructure and road alignments for improved bus turning;
- Anticipated emissions of 2.9 kg of CO2e per square metre per year;

- The site currently has six houses which are all being rented;
- The average length of tenancy for the six rental houses is approximately two years;
- All tenants were made aware of the potential for redevelopment at the time of their lease signing;
- Tenants include two families, students and young working professionals; and,
- The Tenant Relocation Assistance Package includes:
  - Extended notice to 5 months;
  - Three months free rent;
  - Priority right to rent in new building;
  - Moving allowance between $750-$2,000;
  - Tenant Communications Plan;
  - Tenants have been informed of the Public Hearing; and,
  - Information on tenant resources will be provided.

3. PRESENTATION BY APPLICANT

3.1. Mr. Adel Bellemlih, Redic Development:
- Spoke to the history and context of the proposed development;
- Commented that the proposed development will provide much-needed rental housing on the North Shore;
- Noted that the proposed development will provide housing for both young families and working professionals;
- Highlighted the outdoor space and amenities which promote a place for residents to gather;
- Noted that the proposed development meets the BC Energy Step Code Level 3;
- Advised that the proposal fulfils the requirements of the District’s Accessible Design Policy for Multi-family Housing as 100% of the apartment units meet the Basic Accessible Design criteria and 5% of the apartment units meet the Enhanced Accessible Design criteria. A total of seven units will include Enhanced Accessible Design features;
- Advised that the project is providing two carshare spaces and is paying for two cars and in exchange Modo is proving approximately $66,500 worth of free Modo memberships and credits for tenants;
- Commented that the proposed development is in close proximity to Phibbs Exchange; and,
- Advised that the applicant has held meetings with tenants and a Tenant Compensation/Relocation package will be available.
4. REPRESENTATIONS FROM THE PUBLIC

4.1. Mr. Ehsan Halvaei, Oxford Street:
   • Spoke in support of the proposed development; and,
   • Commented on the close proximity to amenities, the Second Narrows Bridge and transit.

4.2. Ms. Joy Hayden, 200 Block West Esplanade:
   • Opined that the proposed development will complete the Lynn Creek Town Centre and will provide vibrancy to the neighbourhood;
   • Commented on the close proximity to Phibbs Exchange;
   • Noted that the outdoor space provides a gathering space and sense of community; and,
   • Opined that more below market rental units are needed.

4.3. Mr. Bruno Vahedi, 3200 Block Mahon Avenue:
   • Spoke in support of the proposed development;
   • Commented that the proposed development will accommodate young families who want to live on the North Shore;
   • Commented that the proposal will provide vibrancy to the community;
   • Noted that the proposed development is close to transit;
   • Spoke to affordability issues on the North Shore; and,
   • Spoke to the lack of rental housing on the North Shore.

4.4. Mr. Justin Keehn, 200 Block Mountain Highway:
   • Spoke in support of the proposed development;
   • Commented on the need for more rental housing on the North Shore; and,
   • Spoke to the close proximity of the development to Phibbs Exchange.

4.5. Mr. Riley Senft, 700 Block Donegal Place:
   • Spoke in support of the proposed development;
   • Opined that more rental units and increased density are needed on the North Shore;
   • Spoke to the challenge of being able to afford to live and work on the North Shore; and,
   • Spoke to the issue of affordability.

4.6. Ms. Nancy Ford, 1900 Block Parkside Lane:
   • Spoke in support of the proposed development;
   • Commented on the lack of suitable affordable housing options on the North Shore; and,
   • Spoke to the issue of social isolation and commented that mixed-use spaces will provide a sense of community.

4.7. Mr. Amir Davati, 400 Block Montroyal Boulevard:
   • Spoke in support of the proposed development;
   • Commented on the close proximity to transit; and,
   • Spoke to the issue of affordable housing in North Vancouver.
4.8. Ms. Mahyar Zia, 2700 Block Valley Centre Avenue:
- Spoke in support of the proposed development;
- Stated that more rental options are needed on the North Shore;
- Expressed concerns with affordability issues;
- Noted that the proposed development will provide housing for young families; and,
- Commented that the building design and character is reflective of the West Coast.

4.9. Mr. Clayton Welwood, 800 Block Premier Street:
- Spoke in support of the proposed development;
- Commented on the need for more rental housing on the North Shore;
- Noted the close proximity to Phibbs Exchange;
- Spoke to the Tenant Relocation and Compensation Package and noted that the applicant has met with tenants to address their needs; and,
- Commented that the internal courtyard will provide families with a sense of community where children can play safely.

4.10. Ms. Amina Morin, 600 Block Kerry Place:
- Spoke in support of the proposed development;
- Commented on the challenge of finding rental accommodation suitable for families with children; and,
- Spoke to the issue of affordability.

4.11. Mr. Oscar Barrera, 2400 Block Berton Place:
- Spoke in support of the proposed development;
- Opined that the proposed development is aesthetically pleasing and will enhance the neighbourhood;
- Noted that the outdoor space provides a gathering space and sense of community;
- Opined that increased density will help with affordability issues; and,
- Commented on the housing diversity provided by the proposed development, filling a need for downsizers and young families who want to stay in the community and age in place.

4.12. Mr. Corrie Kost, 2800 Block Colwood Drive:
- Questioned the impact of the COVID-19 pandemic on transit ridership and increased car ownership;
- Expressed concerns that more parking spaces will be needed to accommodate cars in private parking space and public streets;
- Questioned if all new off-street parking spots will have at least Level-2 plug-ins;
- Acknowledged the adaptation of interior and exterior common spaces due to the COVID-19 pandemic;
- Commented that careful attention should be given to shadow impacts on adjacent play areas; and,
- Noted that per square metre, mid-rise apartments annually consume more energy than modern single family homes.
4.13. Mr. Alireza Salamati, 3800 Block Phyllis Road:
• Noted the close proximity of the development to Phibbs Exchange;
• Commented on the need for more rental options; and,
• Expressed concern that the proposal does not include adequate parking.

4.14. Mr. Arman Haidari, 600 Block St. James Road:
• Spoke in support of the proposed development;
• Spoke to the issue of affordability;
• Commented that the proposed development will provide family-oriented housing; and,
• Commented on the close proximity of the development to amenities.

4.15. Mr. Chuck Cosman, Primose Lane:
• Spoke in support of the proposed development;
• Noted that there is a shortage of rental units on the North Shore; and,
• Expressed concern with affordability issues.

4.16. Mr. Don Peters, 600 Block West Queens Road:
• Spoke as Chair of the Community Housing Association Committee;
• Spoke in support of the proposed development;
• Noted that more rental units are needed on the North Shore;
• Opined that the proposed development provides secure and appropriate affordable housing options;
• Commented on the compensation packages for those being displaced;
• Noted that the proposed development will provide housing for both young families and professionals;
• Spoke in support of below market and market rental units;
• Noted that the outdoor space provides a gathering space and sense of community; and,
• Noted that the proposed development is close to transit.

4.17. Mr. Peter Teevan, 1900 Block Indian River Crescent:
• Spoke in support of the proposed development;
• Commented that not enough parking was provided when developing the Lynn Creek Apartments;
• Commented on parking and residential traffic congestion; and,
• Urged the District to work with the developer increase parking within the Lynn Creek Town Centre.

In response to a question from Council, staff advised that the applicant has proposed electric vehicle charging for 20% of the parking spaces with conduits in place for the remaining parking spaces to accommodate electric vehicle charging.

In response to a question from Council, staff highlighted other projects in the area which include:
• Creekstone Care Centre currently under construction on the north side of Oxford Street across from the site;
• A multi-family rental building currently under construction on the north side of Oxford Street, this project is currently constructing the parkade and will likely start the above grade portion in February 2021 with anticipated completion and occupancy in April 2022;
Ministry of Transportation and Infrastructure work at the Main and Dollarton interchange has begun and is anticipated to be complete by the end of 2021; and,
The Lynnterm road works will start in early 2021 and is anticipated to be complete by summer 2021.

4.18. Ms. Judith Brook, 2000 Block Lauralynn Drive:
- Spoke in support of the proposed development;
- Highlighted the outdoor space and amenities which promote a place for residents to gather;
- Spoke in support of the usage of heat pumps; and,
- Suggested exploring low carbon concretes alternatives.

4.19. Ms. Laurie Parkinson, 600 Block East 4th Street:
- Spoke in support of the proposed development;
- Suggested that new buildings should have fossil-fuel-free space;
- Spoke in support of the little fossil gas used;
- Commented on carbon pollution from heating and manufacture materials; and,
- Urged the developer to use low carbon building materials.

4.20. Mr. Peter Teevan, SPEAKING A SECOND TIME:
- Spoke regarding Rental-only Zoning;
- Suggested that GST and the Provincial Property Transfer Tax be exempt from Rental-only Zoning;
- Asked staff to report back on the cost impacts to residents if the building was heated using 100% electric heating;
- Questioned what protocols are being used to design the proposed building to ensure that it is COVID-19 safe; and,
- Stated that there are zero commercial components to this proposal.

4.21. Mr. Corrie Kost, SPEAKING A SECOND TIME:
- Suggested that the actual energy consumed by new housing be measured and reported annually to the District in order to confirm the predicted energy use; and,
- Questioned what community net benefits this development provides to current residents.

In response to a question from Council, staff advised that in accordance with the District's Construction Bylaw, the proposal will meet BC Energy Step Code Level 3 with proposed green building measures that include:
- Heating system based on air source heat pumps which run exclusively on electricity;
- Transportation Demand Management (TDM) strategies including measures to promote transit use including bus passes with a credit provided at the start of all new tenancies;
- Reduced parking ratio and carshare spaces;
- Infrastructure improvements including new pedestrian and bicycle infrastructure and road alignments for improved bus turning; and,
- Anticipated emissions of approximately 2.9 kg of CO2 equivalent per square metre per year.
In response to a question from Council, staff advised that Bylaw 8455 proposes to amend the OCP to Commercial Residential Mixed-use Level 3 (CRMU3) which would accommodate the proposed density of approximately 2.96 FSR and noted that it is consistent with nearby developments.

4.22. Mr. Corrie Kost, SPEAKING A THIRD TIME:
   - Expressed concern with the process of connecting to the Public Hearing.

5. COUNCIL RESOLUTION

MOVED by Councillor HANSON
SECONDED by Councillor BACK
THAT the December 8, 2020 Public Hearing is closed;

AND THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8455, 2020 (Amendment 41)” be returned to Council for further consideration;

AND THAT “District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)” be returned to Council for further consideration.

CARRIED
(9:06 p.m.)

CERTIFIED CORRECT:

[Signature]
Confidential Council Clerk
The District of North Vancouver

REPORT TO COUNCIL

November 27, 2020
File: 11.5225.01/002.000
Tracking Number: RCA -

AUTHOR: Stephen Bridger, Section Manager Engineering, Planning and Design

SUBJECT: UBCM Community Emergency Preparedness Fund - Structural Flood Mitigation 2020 Application for Debris Hazard Management on Panorama Drive at Mathews Brook and Gavles Creek

RECOMMENDATION:

THAT the application for grant funding through the UBCM Community Emergency Preparedness Fund - Structural Flood Mitigation 2020 Application for Debris Hazard Management on Panorama Drive at Mathews Brook and Gavles Creek is approved.

REASON FOR REPORT:

A resolution of Council is required to support the grant application to the UBCM Community Emergency Preparedness Fund - Structural Flood Mitigation program. Staff are planning to initiate further design and construction work for creek channel improvements and debris hazard mitigation infrastructure on Gavles Creek and Mathews Brook at Panorama Drive as identified in the 2017 Debris Geohazard Risk Mitigation Program.

In the past six years, there have been several significant storm events triggering damage to public infrastructure and private property in this area as well as other developed areas near the urban wildland interface across the District. The debris flood risk is further compounded by the effects of climate change as the severity and frequency of winter rainfall events is increasing.

FINANCIAL IMPACTS

The proposed total budget for the project is $1,334,200 with a maximum grant contribution of $750,000. This project is funded in the District's 5 Year Financial Plan. Staff are very familiar with the UBCM grant management procedures and shall meet the necessary reporting requirements.
Respectfully submitted,

[Signature]

Stephen Bridger,
Section Manager Engineering Planning and Design

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<thead>
<tr>
<th>REVIEWED WITH:</th>
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</tr>
</thead>
<tbody>
<tr>
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<td>Clerk’s Office</td>
<td>External Agencies:</td>
<td>Advisory Committees:</td>
</tr>
<tr>
<td>Development</td>
<td>Corporate Services</td>
<td>Library Board</td>
<td></td>
</tr>
<tr>
<td>Development Services</td>
<td>Communications</td>
<td>NS Health</td>
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<td>Utilities</td>
<td>Finance</td>
<td>RCMP</td>
<td></td>
</tr>
<tr>
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<td>Fire Services</td>
<td>Recreation Commission</td>
<td></td>
</tr>
<tr>
<td>Parks &amp; Environment</td>
<td>Human resources</td>
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<td></td>
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<tr>
<td>Economic Development</td>
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The District of North Vancouver
REPORT TO COUNCIL

December 22, 2020
File: 11.5250.20/131.000

AUTHOR: Erin Moxon - Project Engineer, Engineering Projects and Planning

SUBJECT: Grant funding application – Livable Deep Cove Covid Resilience Project

RECOMMENDATION:
THAT Council supports the Livable Deep Cove Covid Resilience Project;

AND THAT staff submit an application for grant funding for the Livable Deep Cove Covid Resilience Project through the Canada Infrastructure Program – Covid-19 Resilience Infrastructure Stream;

AND THAT the District of North Vancouver commits to any associated ineligible costs and cost overruns, to be funded through the Infrastructure Reserve.

REASON FOR REPORT:
A resolution of Council is required to support the District’s grant application for the Livable Deep Cove Covid Resilience Project. The project will create a shared street on lower Gallant that provides increased public space for social distancing and safe outdoor gathering, that sustains local businesses and that improves safety and access for people of all ages and abilities.

Grant funding available under this funding stream is 100% of eligible project costs which include design and construction costs. To meet the program deadline, a grant application must be submitted by January 27, 2021. A Council resolution supporting the application is required as part of the application package.

SUMMARY:
The Canadian and British Columbian governments have committed to invest up to $80.29 million in B.C. for the Covid-19 Resilience Infrastructure grant stream (CVRIS) in response to the effects of Covid-19 pandemic on communities across the Province.

The Livable Deep Cove Covid Resilience Project was selected by staff as the best DNV opportunity to be awarded funding under the CVRIS stream as it meets the program objectives and timelines.
BACKGROUND:
The CVRIS grant stream is a component of the over-arching Investing in Canada Infrastructure Program (ICIP) which provides funding for capital projects through an Integrated Bilateral Agreement (IBA) between Canada and British Columbia. Canada is contributing 80% of the grant funding while British Columbia is contributing 20%.

Among other program objectives, the CVRIS funding stream supports projects that improve local government infrastructure to increase the resiliency and efficiency in preventing the spread of Covid-19. Projects must not exceed $10 million and once approved must commence construction by September 30, 2021 and be substantially complete by December 31, 2021. The program guide stipulates that only one project per municipality per funding stream may be put forward for consideration. Municipalities are required to finance any ineligible costs and any cost overruns.

Earlier this fall in anticipation of a Provincial/Federal Covid-related ICIP grant program, staff recommended submitting one application that combined the Gallant Creek Storm Sewer Replacement Project and the Livable Deep Cove Covid Resilience Project. The Provincial and Federal governments ultimately rolled out two funding streams (the CVRIS stream related to Covid resilience and the Adaptation, Resilience, and Disaster Mitigation stream (ARDM) related to flood disaster mitigation), making a combined project impractical. Staff now recommend separating the two projects and submitting two distinct applications to the relevant funding stream.

Staff completed a review of Engineering, Parks and Facilities projects that met the CVRIS grant objectives and that are sufficiently advanced that they could be completed by the end of 2021. It was concluded that the Livable Deep Cove Covid Resilience Project presents the best opportunity to be awarded funding. Staff recommendations related to the ARDM stream will be provided in a separate report to Council.

This past May in response to the COVID-19 pandemic and to address overcrowding and queueing on the lower Gallant sidewalk, the District closed the eastbound parking lane to create additional pedestrian space for social distancing. Despite this, crowding continued and consequently in August, the District closed the eastbound vehicle lane to provide yet more space and tables for free public use. The new temporary pedestrian-only area provides a safe outdoor space for social gathering to help citizens maintain positive mental and physical health, which are critical to community wellbeing during this pandemic.

The space has and continues to be very well used. Public feedback from a nine week on-line survey between August and October indicates nearly 80% of respondents are in favour of the pedestrian area and 70% feel it should be made permanent. Staff had in-person conversations with business owners in July prior to the pedestrian pilot implementation and again in September. 100% of businesses are in favour of the pilot project with overwhelming support to extend it through the winter with several advocating for permanent changes.
The Livable Deep Cove Covid Resilience project proposes to create a shared street on lower Gallant between Panorama Drive and Banbury Road that will provide an open, flexible, public space that allows for social distancing and safe outdoor socializing. The project is designed so that the space will be flexible to address different community needs throughout the year such as increased seating in the summer, intermittent full closures for festivals and markets, and increased parking space in the winter. The proposal includes a new surface treatment throughout (i.e. pavers), updated street lighting, underground soil cells to mitigate peak storm flow and promote tree health, landscaping, and removable bollards.

**Rendering** – Lower Gallant Avenue during peak summer season (showing more seating)

**ANALYSIS:**
The Deep Livable Deep Cove Covid Resilience Project meets the Covid-19 Resilience Infrastructure Stream program objectives by providing infrastructure that supports physical distancing in public facilities. It also meets our Corporate Goal of fostering Community Safety, Health & Resiliency.

The project is “Application Ready” with completed conceptual renderings (shown above and below) and a Class D cost estimate (+/- 50% to 100%) of $4 million. A more refined Class D cost estimate will be completed prior to grant application submission.
The project is considered medium risk with regards to project delivery. The following risks have been identified:

- **Impacts to Residents and Business** – The Gallant Storm Sewer Replacement project will be under construction on upper Gallant between April 2021 and Fall 2021 with the Naughton Avenue detour in place over a four month period ending late September. General noise and other intermittent traffic disruptions will occur throughout the storm sewer construction while the new pipe is installed on upper Gallant and into Panorama Park.

To meet the CVRIS grant program requirements, the Livable Deep Cove Covid Resilience Project must begin on lower Gallant early September and extend through to the end of December 2021 and will cause minor traffic disruptions on lower Gallant and construction noise during that period. The Naughton detour is not necessary for construction or final operation of the Livable Deep Cove Covid Resilience project.

A number of strategies are being contemplated to mitigate impacts to the community including maintaining pedestrian access to all businesses throughout construction,
business open messaging through digital media and on-site signage, and installation of portable noise barriers adjacent to businesses and high pedestrian traffic areas.

- **Accelerated Design Phase** – The design phase would begin in early January and be accelerated in order to be tender-ready when the Provincial/Federal governments announce successful proponents in June 2021. Tender is likely to occur in July with project award in August.

**Timing/Approval Process:**
The deadline for the grant submission is January 27th, 2020. A motion of approval from Council supporting the application is required by then.

**Concurrence:**
Staff completed a review of Engineering, Parks and Facilities projects that met the CVRIS grant objectives and can meet the funding timeline. It was concluded that the Livable Deep Cove Covid Resilience Project presents the best opportunity to be awarded funding.

**Financial Impacts:**
The total project cost is expected to be approximately $4 million (Class D +/- 50% to 100%). If awarded, 100% of the eligible project costs will be funded by the program. The District will need to incur approximately $250,000 on detailed design, archaeological, environmental and geotechnical investigation, and tender preparation costs prior to funding approval, making these likely the only costs ineligible for funding.

The proposed December 31st, 2021 completion of this project is contingent on grant funding being awarded. If the project is not successful for CVRIS funding, the timing of the project will be reviewed against other District priorities and available resources.

**Public Input:**
Residents, businesses and visitors have already expressed significant support for permanent changes to lower Gallant Avenue. Further engagement will occur as the design progresses including discussions with lower Gallant businesses regarding storefront interfaces and business continuity during construction. More detailed consultation would be subject to receiving grant funding.

**Conclusion:**
The Livable Deep Cove Covid Resilience Project meets the Covid-19 Resilience Infrastructure grant stream program objectives of improving infrastructure to increase the resiliency and efficiency in preventing the spread of COVID-19 and can be completed within the program time requirements.
Respectfully submitted,

Erin Moxon
Project Engineer, Project & Development Services
The District of North Vancouver
REPORT TO COUNCIL

December 18, 2020
File: 11.5225.80/006.000

AUTHOR: Stephen Bridger, Section Manager Engineering Planning and Design

SUBJECT: Grant Funding Application – Gallant Creek Flood Conveyance Works

RECOMMENDATION:
THAT staff submit an application for grant funding for the Gallant Creek Flood Conveyance Works through the Investing in Canada Infrastructure Program - COVID-19 Resilience Infrastructure Stream – Adaptation, Resilience, & Disaster Mitigation (ARDM);

AND THAT Council supports the project and commits to any associated ineligible costs and cost overruns.

REASON FOR REPORT:

Summary
A resolution of Council is required to support the District’s grant application to replace an undersized culvert which conveys Gallant Creek below Gallant Avenue to Panorama Park where the creek discharges into Deep Cove via an open channel. This project is a major component of the District’s Drainage Asset Management Plan and will increase the system resiliency to extreme flood events. The proposed Gallant Creek Flood Conveyance Works are planned for construction in summer 2021 and intended to reduce the likelihood of another flood event as have occurred in November of 2014 and 2018 causing damage to public and private property.

Funding Grant Program
In response to COVID-19, the governments of Canada and British Columbia have launched a new COVID-19 Resilience Infrastructure Program for pandemic response and economic recovery. Under this program, the federal government is contributing 80% of the grant funding while the provincial government is contributing the remaining 20%. The Covid-19 Resilience Infrastructure Program has multiple categories including Adaptation, Resilience, and Disaster Mitigation (ARDM) which focuses on structural and natural infrastructure projects to address the impacts of flood hazards. The ARDM program will fund eligible capital projects with up to ten million dollars ($10,000,000) available per approved project. Eligible project costs include post-approval costs incurred for design, consultation and construction. The ADRM funding guidelines stipulate that construction must commence by September 30, 2021 and be substantially complete by December 31, 2021.
Project Selection, Background, and Features
The Gallant Creek Flood Conveyance Works project was selected for this ARDM grant application as Gallant Creek is a high priority for flood mitigation based on the District’s Drainage Asset Management Plan and the District-wide Debris Geohazard Risk and Risk Control Assessment (BGC 2017). The project is ideally suited to the ARDM’s focus on structural projects ready for construction in 2021.

The southern portion of the Deep Cove community, including major access/egress roads and the commercial town centre, is located on the Gallant Creek fan and is exposed to creek hazards. Gallant Creek is prone to debris floods which raises concerns related to blockages at road crossing culverts. The creek flows through several culverts in the Deep Cove community and the most downstream culvert along Gallant Avenue and Panorama Drive is the focus of the current project.

During the November 2014 flood, partial culvert blockages occurred at three (3) culverts including at Gallant Avenue. These blockages caused overland flooding that impacted properties and buildings on twelve (12) parcels including residences, commercial businesses and the Deep Cove Cultural Centre. Additional flooding occurred in November 2018 when the Gallant Avenue culvert inlet was again partially blocked resulting in overland flooding impacting an adjacent apartment building and commercial properties on Gallant Avenue.

The project is a critical component of the overall flood mitigation work plan for Gallant Creek that includes berms, a debris basin, channel improvements and culvert replacements. Several of the components have been implemented since the 2014 flood and as the most downstream culvert, the Gallant Avenue and Panorama Drive culvert needs to be replaced for the overall plan to be effective. The project primarily involves replacement of the existing culvert and adjacent creek channel works, but also necessitates work related to water mains, sanitary sewers, a park plaza, sidewalks and roads, including a temporary construction traffic detour. The project also incorporates fish passage features at the culvert outlet and riparian habitat improvements.

Timing/Approval Process:
The ARDM grant application submission deadline is January 11th, 2021 and a council resolution should be submitted with the application package where possible. The Gallant Creek project is well suited for the ARDM timeline eligibility criteria as it is scheduled to be tendered in early 2021 with critical in-stream works to be conducted in the summer 2021 in-stream construction window. Project completion is anticipated by the end of 2021.

Financial Impacts:
The total capital construction budget for the project is $7.9 million (generally Class C cost estimate) including the culvert replacement and creek works, relocation/replacement of municipal infrastructure impacted by the culvert and creek works, and the temporary construction traffic detour. The grant application will request funding for the full amount which is within the $10,000,000 individual project grant limit. If awarded, 100% of the eligible project costs will be funded by the program.
Respectfully submitted,

[Signature]

Stephen Bridger
Section Manager Engineering Planning and Design
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<td>Communications</td>
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<td>Utilities</td>
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<td>ITS</td>
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<td>Solicitor</td>
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External Agencies:
- Library Board
- NS Health
- RCMP
- NVRC
- Museum & Arch.
- Other:
The District of North Vancouver
REPORT TO COUNCIL

November 25, 2020
File:

AUTHOR: Councillor Jordan Back

SUBJECT: Election Sign Limitation

RECOMMENDATION:
THAT staff are directed to report back to Council on options for limiting the size and height of election signs in the District of North Vancouver.

REASON FOR REPORT:
The purpose of this report is to propose that Council consider an amendment to “Sign Bylaw 7532, 2005” to limit the size and height of election signs.

BACKGROUND:
Currently, there are no limitations on the size or height of elections signs. There are also no restrictions on where elections signs may be posted, except as provided in the "Street and Traffic Bylaw 7125, 2004" and Provincial restrictions in regard to Highway right-of-way.

EXISTING POLICY:
“Sign Bylaw 7532, 2005” defines an election campaign sign as a temporary sign promoting a candidate or political party for election to public office.

Sign permits are not required for election campaign signs, and there are no size or height limitations. The only requirement is that election signs must be removed within seven (7) days of the election.

The District’s "Street and Traffic Bylaw 7125, 2004” contains provisions prohibiting the placement of elections signs on:
- Highway medians;
- On or in front of District flower or shrub beds; and,
- On a Highway within 100 metres of the District Municipal Hall.

The "Street and Traffic Bylaw 7125, 2004" also provides that for Local Government and School District Elections, election signs must not be posted more than 21 days prior to Voting Day.
ANALYSIS:
During the last general local election there was a proliferation of election signs across the District. These included candidate signs for the election of mayor, councillors, as well as school trustees.

Given the lack of restrictions for election signs, the size and height of election signs varied widely. As there is no permit required for election signs, there is no accurate count on the number of signs that are put up. In the District of West Vancouver, permits are required, and there were permits issued for a total of 2,575 signs in 2018. So, it would be a reasonable assumption that the number of elections signs in the District during the last election would have been in the order of 3,000 signs or more.

From a visual perspective, this number of signs, of varying size and height, represent a significant impact on the streetscape and our neighbourhoods. In addition, from an environmental perspective, these signs also constitute a huge volume of construction materials.

The introduction of election sign regulations would create a fair and level playing field for all candidates, save time and money, and show environmental leadership.

In the City of North Vancouver, elections signs are limited to 0.4 m² in area (4 SF) and 1.8 m in height (6 ft.). The District of West Vancouver have more liberal restrictions being 3 m² in area (32 SF) and 2.5 m in height (8 ft).

While consistency across the North Shore would be ideal, it would be a positive move to establish consistency with the City of North Vancouver, our immediate neighbouring municipality.

Timing/Approval Process:
If Council supports the introduction of a change to the “Sign Bylaw 7532, 2005” as proposed in this report, it would be prudent to adopt the changes at an early date to give all interested parties ample notice of the new restrictions.

Financial Impacts:
The proposed change would result in savings to candidates standing for election, and reduce their need for campaign fund raising.

Environmental Impact:
Restricting the size and height of election signs is a positive move environmentally in terms of reducing the volume of construction materials, and also reducing the visual impact of the large election signs around the community. The large wooden signs are also more prone to vandalism, as evidenced during the last local election.
Options:
1. That staff are directed to report back to Council on options for limiting the size and height of election signs in the District of North Vancouver.
2. That no further action be taken.

Respectfully submitted,

[Signature]

Jordan Back
Councillor

Attachments:
Attachment 1: Sign Bylaw 7532, 2005
Attachment 2: Street and Traffic Bylaw 7125, 2004
THE DISTRICT OF NORTH VANCOUVER

SIGN BYLAW

BYLAW 7532

Effective Date – September 26, 2005

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.

<table>
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</thead>
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<td>Bylaw 7857</td>
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</tr>
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</table>

The bylaw numbers in the margin of this consolidation refer to the bylaws that amended the principal bylaw (Sign Bylaw – Bylaw 7532). The number of any amending bylaw that has been repealed is not referred to in this consolidation.
# Table of Contents

<table>
<thead>
<tr>
<th>Part</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Title</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Intent</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>Interpretation</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Units</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>General Provisions</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Application</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Permits, Exempted Signs and Prohibited Signs</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Table 1 - Sign Permit Requirements, Bylaw Exemptions and Bylaw Prohibitions</td>
<td>17</td>
</tr>
<tr>
<td></td>
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<td>18</td>
</tr>
<tr>
<td></td>
<td>Order To Comply</td>
<td>18</td>
</tr>
<tr>
<td>5</td>
<td>Administrative Provisions</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>Sign Permit Application Requirements</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>Fees, Costs and Expenses</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Permit Issuance</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Refusal of a Sign Permit</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>Revocation</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>Insurance</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Inspection</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Maintenance</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Unsafe Signs</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Variances</td>
<td>22</td>
</tr>
<tr>
<td>6</td>
<td>Construction Standards</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Design</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Materials and Methods of Construction of Signs and Sign Structures</td>
<td>22</td>
</tr>
<tr>
<td>7</td>
<td>Permanent Sign Regulations</td>
<td>23</td>
</tr>
</tbody>
</table>
Application 23
Sign Siting Regulations 23
Clearance Regulations: 24
Design Regulations: 24
Number of Sign Types 24
Maximum Combined Sign Area 25
Illumination 25
Sign Regulations 25

PART 8 - TEMPORARY SIGN REGULATIONS 33
Application 33
Sign Siting Regulations 33
Illumination 34
Sign Regulations 35

PART 9 - SIGN CHARACTER AREAS 39
Application 39

PART 10 - ENFORCEMENT 39
Application 39
Designation 40
Severability 40

PART 11 - REPEAL 40

SCHEDULE A 41
SIGN CHARACTER AREAS – GENERAL GUIDELINES 41

SCHEDULE A.1 43
MARINE DRIVE SIGN DESIGN GUIDELINES 43

SCHEDULE A.2 45
LYNN VALLEY SIGN DESIGN GUIDELINES 45

SCHEDULE A.3 47
DEEP COVE SIGN DESIGN GUIDELINES 47

SCHEDULE A.4 50
EDGEMONT VILLAGE SIGN DESIGN GUIDELINES 50
SCHEDULE A.5

QUEENSDALE SIGN DESIGN GUIDELINES

SIGN PERMIT APPLICATION
BYLAW 7532

A bylaw to regulate signs within the municipal boundaries of the District of North Vancouver

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

PART 1 - TITLE

This Bylaw may be cited as the "SIGN BYLAW, 2005".

PART 2 - INTENT

The Intent of the Bylaw is to:

(a) encourage the effective and equitable use of signs as a means of identifying businesses and services;
(b) encourage the effective use of signs as a means of communication;
(c) enhance the appearance of the District by regulating the size, height, design and location of permitted signs;
(d) apply the sign regulations in a fair and consistent manner;
(e) protect the public from the dangers of inferior sign construction and from nuisances or hazards arising from improperly maintained, repaired or sited signs;
(f) regulate the construction, maintenance, repair, replacement and removal of signs; and
(g) regulate the issuance of sign permits.

PART 3 - INTERPRETATION

Units

3.1 Metric units are used for all measurements in this Bylaw.

3.2 The photographs in this Bylaw are for illustration only and they shall in no way be held or deemed to define, limit, modify, amplify or add to the interpretation, construction or meaning of any section in this Bylaw or the scope or intent of this Bylaw.
3.3 In this Bylaw:

“Accreditation sign” means a sign signifying that a business operating on the land is accredited or certified to provide a service such as ‘Air Care’, ‘Car Care’ ‘BCAA Approved Auto Repair Services’, or similar, or is a member of a business organization such as ‘Better Business Bureau’ or a ‘Chamber of Commerce’;

Accreditation sign

“Alarm company sign” means a sign identifying the name of an alarm company and indicating the existence of some form of security alarm protection on the building or lot on which it is located;

“Awning” means a detachable system of fabric or other material which is supported entirely from the exterior wall of a building by a fixed or retractable frame;

“Awning sign” means a sign on an awning which shall only be painted on, affixed to by means of a decal, or form part of the fabric of an awning;

Awning Sign

“Balcony sign” means a sign supported on, against or suspended from a balcony;
“Banner” means a piece of flexible fabric or material that may or may not be enclosed in a rigid frame, affixed to a pole, structure or building to which a graphic composition, other than sign copy, may be applied, but excludes a flag;

![Banner Image]

“Banner Sign” means a temporary fabric sign used to promote an idea or the sale of a product or service on which the sign is located;

![Banner Sign Image]

“Bed and breakfast sign” means a sign identifying the name and address of a licensed bed and breakfast business and may include a Tourism B.C. sign which identifies the business as ‘Approved Accommodation’;

“Business premise” means that part of a building or structure owned, leased or rented by a person or persons to conduct a business, or the operation of a non-profit organization;

“Bylaw Enforcement Officer” means a person appointed by Council to that position, and includes all persons authorized by Council to enforce this bylaw, including a property use/business licence inspector or planning assistant;

“Canopy” means any permanent structure, supported solely from a building which projects from the facade of the building and excludes a gasoline bar or gasoline service station pump island canopy;
“Canopy sign” means a sign painted on, affixed to, or constructed as part of, the exterior surface or fascia of a canopy;

Canopy Sign

“Changeable copy” means copy on a sign which can be changed automatically by the electronic switching of lamps, illuminated tubes or other means, or, manually using detachable letters, characters, numbers, pictoral panels or graphics;

Changeable Copy

“Chief Building Official” means the person appointed by Council to that position and includes all persons authorized by Council to act in the place of the Chief Building Official, including a building inspector or electrical inspector;

“Clearance” means the vertical distance measured from grade to the underside of a sign or its supporting structure whichever is less or the bottom of an awning valance;

“Construction” means construction, installation, erection, attachment, placement, display, alteration, maintenance, demolition or removal;

“Construction Sign” means a temporary sign used to identify the principal construction and traffic management contact for a development site. To a lesser extent, the sign may be used to identify the owner, general contractor, sub-trades, architect, engineers and others associated with the design, planning, development and financing of a project under construction;

“Construction Hoarding Sign” means a graphic mural of images and text advertising or identifying an onsite development project, installed over a temporary construction safety fence surrounding a development site or building under construction or repair;

“Corner lot” means a lot at the intersection or junction of two or more highways;

“Council” means the Council of the Corporation of the District of North Vancouver;
“Directional sign” means a sign which only communicates information regarding pedestrian or vehicular movement on the lot on which the sign is located;

Directional Sign

“Directory sign” means a sign that identifies the occupants of a building containing more than one occupant;

“District” means the Corporation of the District of North Vancouver;

“Election campaign sign” means a temporary sign promoting a candidate or political party for election to public office;

“Façade” means the exterior face of a building upon which a sign is to be placed;

“Fascia” means the flat edge of a building eave overhang or the front or side edges of a canopy;

“Fireworks Sign” means a temporary sign advertising the sale of fireworks;

“Flag sign” means a flag represents an organization that is used as a sign but does not include a flag representing a country of the world or any province, Canadian territory or municipal corporation;

“Free-standing sign” means a permanent sign, including a sign structure, attached to the ground, independent of any building or structure, identifying a person, product or thing located on the same lot;

Free-standing sign

“Frontage” means the perimeter length of any lot that abuts or faces a highway, excluding a lane;
“Garage sale sign” means a temporary sign used by the occupier of a residential property to display a message indicating the sale of the occupier’s personal belongings from the residential property on a date set out on the sign;

“Government sign” means a sign authorized to be erected or placed within a highway or on a lot, under the provisions of any statute, Order-in-Council, bylaw, resolution of Council or by order of the Municipal Engineer, and includes, but is not limited to: traffic signs, signals and pavement markings; street name signs; neighborhood identification signs; park identification signs and public notice board signs;

“Grade” means the elevation of the sidewalk, pavement or ground directly beneath a sign structure, excluding landscape berms and planter boxes;

“Height” means the vertical distance from grade to the top of the sign or sign structure, whichever is greater, or in the case of a sign attached to a building, awning or canopy, the vertical distance from the bottom to the top of the sign or sign structure whichever is greater;

“Highway” means the area of every public right of way lying between two property lines title to which area is vested in the District and which is designated or intended for or used by the general public for the passage of vehicles or persons and means the area of every public right of way lying within any District Park title to which area is vested in the District and which is designated or intended for or used by the general public for the passage of vehicles;

“Highway encroachment agreement” means an agreement entered into between an individual or company and the District to allow signs on a highway;

“Home occupation sign” means a sign indicating the name and address of a home occupation;

“Inflatable sign” means an inflated three-dimensional device anchored or affixed to, or suspended from, a building or a lot;
“Logo” means a symbolic representation, not including any words, names or numbers unless part of a registered trademark, which is used exclusively to simplify advertising of a product, business, service or activity and which contains no additional identification, information or message;

“Lot” means ‘parcel’ as defined under the Land Title Act, including a bare land strata lot, but excluding a lot created under the Condominium Act;

“Municipal Engineer” means the person appointed by Council to that position and includes his or her delegate;

“Mural” means a pictorial representation, other than a logo or graffiti, painted on a building or structure, which is entirely decorative and does not identify or depict a land use, a business, the name of a person or place, or the sale of a product or service;

“Open house sign” means a temporary sign, which advertises the location of property for sale at which an open house is to be held;

“Parcel” means a lot, block, or other area in which land is held or into which land is subdivided, including a strata lot and a lot created under the Condominium Act;

“Permanent sign” means a sign which is affixed to or constructed as part of, a building structure or in the case of a free-standing sign, mounted on a permanent base, column or pole that is attached to the ground;

“Portable sign” means a temporary sign used to promote an idea or the sale of a product or service found on the lot on which the sign is located and which may be self-supporting, is easily moved and not permanently attached to the ground and includes a sandwich board sign;

“Portable Real Estate Marketing Sign” means a temporary sign used to provide advertising and wayfinding to nearby real estate for sale, lease or rent or to an associated real estate sales centre, which may be self-supporting, is easily moved and not permanently attached to the ground, and includes a sandwich board sign but does not include an open house sign related to property within a single-family residential zone;

“Prohibitive sign” means a sign that provides a warning, prohibition or penalty respecting the site or premises on which it is located, such as ‘No Entry’; ‘Danger’, ‘Keep Out’ or similar signs;
“Projecting sign” means a sign or sign structure where the outside edge projects by more than 0.3m (1ft.) from the wall of a building;

Projecting Sign

“Pump island canopy” means a canopy built to shelter fuel pumps at a gasoline bar or gasoline service station, and a pump island canopy that is L-shaped or angularly-connected shall be considered to be one pump island canopy;

“Pump island canopy sign” means a sign attached to or constructed as part of a gasoline bar or gasoline service station pump island canopy;

Pump Island Canopy Sign

“Real estate sign” means a temporary sign indicating that a parcel of real estate is available for rent, lease or sale;

Real Estate Sign
“Roof” means the top enclosure of a building and does not include a roof that is sloped more than 60° from the horizontal;

“Roof line” means either the horizontal line made by the intersection of an exterior wall of the building with the roof covering or the top of a parapet wall, whichever is higher;

“Roof sign” means a sign which is situated on or attached to, the roof of a building and extends above the roof line and includes the display of merchandise but excludes inflatable signs;

“Sign” means a device, notice or visual communication medium which attracts the attention of, or conveys a message to, any person by means of letters, numbers, figures or other symbols, devices or representations, and includes the supporting structure, but excludes government flags, murals, the display of merchandise, vending machines and fixed mechanical equipment;

“Sign area” means the total area of all sides of a sign:

(i) which is within the outer edge of the frame or border of a sign; and
in the case of a sign without a frame or border, the total area within the shortest straight line circumscribing the letters, numbers, figures, or other symbols, devices or representations comprising the message of the sign;

“Sign copy” means letters, characters, numbers or graphics making up the message on a sign;

“Sign permit” means a sign permit issued pursuant to this Bylaw;

“Special event sign” means a temporary sign indicating that a community event or activity is to be, or is being, carried on and excludes third party advertising;

“Temporary sign” means a sign which may be moved or removed and is in place for a limited period of time;

“Third party advertising” means a message advertising a business, merchandise, service or activity which is not sold, produced, manufactured, furnished or performed on the parcel on which the sign is located;
“**Under awning sign**” means a sign suspended from, and entirely under, an awning;

“**Under canopy sign**” means a sign suspended from, and entirely under, a canopy;

![Under Canopy Sign](image)

“**Wall sign**” means a sign which is painted on or attached generally parallel to a building façade and includes permanent signs installed inside of a window which are intended to be viewed from the outside;

![Wall Signs](image)

“**Window sign**” means a temporary sign, picture, symbol or combination thereof, painted on, attached to or installed on, or otherwise placed on a window, intended for viewing from outside and includes posters, placards, decals or similar representations but excludes seasonal holiday lighting and decorations, hours of business, street addresses, telephone numbers, accreditation signs and credit card logos;

![Window Signs](image)

“**Zones**” means the zoning categories as designated in the District of North Vancouver Zoning Bylaw, 1965.
PART 4 - GENERAL PROVISIONS

Application

4.1 This Bylaw applies to the construction, placement, installation, display, alteration, relocation, maintenance or use of any sign located on a lot within the District, except signs exempted from the provisions of this Bylaw under Section 4.5.3. Signs located within a highway are regulated under the Street and Traffic Bylaw No. 7125, 2004, as may be amended. Signs attached to a building or structure which project over a highway are regulated under the Sign Bylaw, 2005 and require a highway encroachment agreement.

4.2 No person shall construct, place, install, alter or relocate a sign on a lot in contravention of this Bylaw or a development permit or a development variance permit issued by Council.

4.3 Any sign in existence on the day that this Bylaw comes into force and which was constructed, placed or installed in accordance with the bylaws of the District and other applicable laws in effect on the date of its construction, placement or installation but which by reason of its size, height, location, design or construction, is not in conformance with the requirements of this Bylaw, may remain in place and continue to be used and maintained for a period of 5 years from the date this bylaw comes into effect, provided that no action is taken or permitted to be taken which increases the degree or extent of the non-conformity or which alters the size, height, location, design or construction of the non-conforming sign except to the extent that the alteration or relocation brings the sign into conformity in all respects with the provisions of this Bylaw.

4.4 Except as set out in Section 4.3, no person shall use or maintain a sign or permit a sign to be used or maintained in contravention of this Bylaw.

Permits, Exempted Signs and Prohibited Signs

4.5 Under this Bylaw:

4.5.1 a sign permit is required for the signs listed in column one of Table 1 following;

4.5.2 a sign permit is not required for the signs listed in column two of Table 1 following;

4.5.3 the signs listed in column 3 of Table 1 following are exempted from this Bylaw; and

4.5.4 the signs listed in column 4 of Table 1 following are prohibited in the District of North Vancouver.

4.5.5 Election campaign signs are regulated in accordance with the provisions of the Street and Traffic Bylaw (Bylaw 7125).
Table 1 - Sign Permit Requirements, Bylaw Exemptions and Bylaw Prohibitions

<table>
<thead>
<tr>
<th>Signs Requiring Permit</th>
<th>Signs Not Requiring Permit</th>
<th>Signs Exempted From Bylaw</th>
<th>Signs Prohibited Under Bylaw</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Awning sign</td>
<td>• Directional sign</td>
<td>• Accreditation signs</td>
<td>• Balcony signs</td>
</tr>
<tr>
<td>• Banner sign</td>
<td>• Portable sign</td>
<td>• Alarm company signs</td>
<td>• Roof signs</td>
</tr>
<tr>
<td>• Bed and Breakfast sign</td>
<td>• Real Estate Sign</td>
<td>• Bus shelter signs authorized by the Municipal Engineer</td>
<td>• Signs which obstruct any part of a doorway, passageway, fire escape, balcony or window, with the exception of window signs where allowed</td>
</tr>
<tr>
<td>• Canopy sign</td>
<td>• Advertising an individual property within a single-family residential zone</td>
<td>• Election campaign signs</td>
<td>• Any sign or sign structure which contains flashing, rotating, oscillating or running lighting, balloons, or any moving parts or emits audible sounds; pennants; streamers; spinners; fluttering devices; bunting or light strings, attached to a building, light, pole, tree or another sign</td>
</tr>
<tr>
<td>• Construction Hoarding Sign</td>
<td>• Advertising an individual unit within a multi-family zone</td>
<td>• Flags of Canada or other country or any Canadian Province, Territory or municipal corporation</td>
<td>• Signs containing third party advertising except: construction signs; election campaign signs; fireworks signs; garage sale signs; open house signs; Portable Real Estate Marketing Signs; real estate signs; and special event signs</td>
</tr>
<tr>
<td>• Construction sign</td>
<td>• Special event sign</td>
<td>• Garage sale signs</td>
<td>• Sign structures mounted on a vehicle except an open house sign</td>
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<tr>
<td>• Directory sign</td>
<td>• Wall signs in single family residential zones other than bed and breakfast and home occupation signs</td>
<td>• Government signs</td>
<td></td>
</tr>
<tr>
<td>• Flag sign</td>
<td>• Window sign</td>
<td>• Murals</td>
<td></td>
</tr>
<tr>
<td>• Free-standing sign</td>
<td></td>
<td>• Open house signs</td>
<td></td>
</tr>
<tr>
<td>• Home occupation sign</td>
<td></td>
<td>• Plaques for heritage buildings designated by Council</td>
<td></td>
</tr>
<tr>
<td>• Inflatable sign</td>
<td></td>
<td>• Prohibitive signs</td>
<td></td>
</tr>
<tr>
<td>• Portable Real Estate Marketing Sign</td>
<td></td>
<td>• Seasonal holiday display lighting, or decorations</td>
<td></td>
</tr>
<tr>
<td>• Projecting sign</td>
<td></td>
<td>• Signs inside a building or structure not intended to be viewed from outside</td>
<td></td>
</tr>
<tr>
<td>• Pump island canopy sign</td>
<td></td>
<td>• Signs required by law</td>
<td></td>
</tr>
<tr>
<td>• Real Estate Sign</td>
<td></td>
<td>• Trademark and instructional signs forming part of appliances such as gas pumps, vending machines, telephones and other mechanical equipment</td>
<td></td>
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<td>• Under awning sign</td>
<td></td>
<td></td>
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<td>• Under canopy sign</td>
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<td></td>
<td></td>
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<td>• Wall sign, except wall signs in single-family residential zones other than bed &amp; breakfast and home occupation signs</td>
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</tbody>
</table>

4.6 Signs not requiring a sign permit are subject to compliance with the regulations in PART 7 and PART 8 of this Bylaw.
Authority

4.7 The Chief Building Official is authorized to enforce this Bylaw, receive applications for sign permits, issue sign permits with or without conditions or reject such applications and to collect fees in accordance with the provisions of this Bylaw, except that the Municipal Engineer is authorized to enforce this Bylaw for signs in a Highway.

4.8 The Chief Building Official or Bylaw Enforcement Officer may enter any property at all reasonable times to inspect the installation of any sign or sign structure thereon to ascertain whether the provisions of this Bylaw are being observed.

4.9 No person shall interfere with or obstruct any authorized person seeking entry into or onto any property for the purposes described in Section 4.8.

4.10 The District, by its employees or agents, may remove, impound or detain any sign that is unlawfully occupying a portion of a highway or public place.

4.11 Any sign removed, impounded or detained under Section 4.10 will be held until payment of the applicable fee is made. Signs held for more than 30 days will be destroyed or sold at a public auction.

Order To Comply

4.12 The Chief Building Official may order any person:

4.12.1 to discontinue or refrain from proceeding with any work that is in contravention of this Bylaw;

4.12.2 to carry out any work or do anything to bring a sign or sign structure into conformity with this Bylaw; or

4.12.3 to repair, alter or remove any sign or sign structure that is in contravention of this Bylaw;

4.12.4 and it is an offence for any person not to comply with an order given under this Section.

4.13 The Chief Building Official may prescribe a time limit within which any order given under Section 4.12 is to be complied with.

4.14 Where an order has been issued under Section 4.12, the person to whom the sign permit has been issued shall advise the Chief Building Official when corrections have been made and shall request a re-inspection.

PART 5 - ADMINISTRATIVE PROVISIONS

Sign Permit Application Requirements

5.1 Applications for a sign permit shall be made by the registered owner of the property on which the sign is to be installed or the authorized agent of the registered owner, in the form as established by the Chief Building Official, with the required fee.
5.2 A sign permit application for:

- awning sign;
- canopy sign;
- flag sign;
- free-standing sign;
- projecting sign;
- pump island canopy sign; and
- wall sign,

shall include:

5.2.1 the civic address of the building, structure or lot on which the sign is to be constructed or, in the case of a sign in, on, or above a highway, the location of the sign;

5.2.2 the required application fee;

5.2.3 the names and addresses of the applicant, the proposed sign owner, the manufacturer of the sign and the contractor for the installation of the sign;

5.2.4 two sets of plans to scale including:

5.2.4.1 a site plan illustrating the location of all buildings and structures on a lot, existing landscaped areas and the location and dimensions of any existing free-standing signs;

5.2.4.2 the location and dimensions of all other existing signs on the buildings or structures on which the sign is proposed to be located;

5.2.4.3 the location and dimensions of all proposed signs;

5.2.4.4 the materials, method of assembly of all signs and the method of attachment to a building or structure;

5.2.4.5 plans signed and sealed by a registered professional engineer; except where the Chief Building Official determines that, due to the small size or light weight of the sign, such certification is not required;

5.2.4.6 further information that the Chief Building Official may request in writing from an applicant to assist in the consideration of the application;

5.2.4.7 proof of insurance in accordance with Section 5.13, where applicable; and

5.2.4.8 in the case of an internally illuminated sign, the intensity of illumination measured against the standard established in Section 7.10.1, and

5.2.5 colour photographs of the site and buildings on which the proposed sign or signs are to be located illustrating existing signs and the location the proposed sign or signs;
5.3 A sign permit application for:

- banner sign;
- bed and breakfast sign;
- construction sign;
- directory sign;
- home occupation sign;
- inflatable sign;
- under-awning sign; and
- under-canopy sign,

shall include:

5.3.1 the civic address of the building, structure or lot on which the sign is to be placed, installed, displayed, altered or relocated;

5.3.2 the required application fee;

5.3.3 the names and addresses of the applicant, the proposed sign owner, the manufacturer of the sign and the contractor for the installation of the sign;

5.3.4 two sets of plans illustrating the dimensions, shape, materials and proposed location of the sign;

5.3.5 proof of insurance in accordance with Section 5.13;

5.3.6 colour photographs of the site and building on which the proposed sign or signs are to be located illustrating existing signs and the location the proposed sign or signs; and

5.3.7 further information that the Chief Building Official may request in writing from an applicant to assist in the consideration of the application

Fees, Costs and Expenses

5.4 An applicant for a sign permit shall pay the applicable fee for each sign as identified in the District of North Vancouver 1992 Fees and Charges Bylaw, as may be amended.

5.5 Where a sign requiring a permit under this Bylaw is installed without a valid sign permit, the application fee is doubled.

5.6 In addition to any penalties imposed by this Bylaw, the owner of any sign removed under the provisions of Sections 4.11 and 4.12 shall pay a fee, as identified in the District of North Vancouver 1992 Fees and Charges Bylaw, as may be amended, to cover the cost of removal and detention of the sign and must be paid before such sign is returned to the owner. Unpaid fees may be collected by action in a court of competent jurisdiction.

Permit Issuance

5.7 The Chief Building Official shall issue a sign permit if the application complies with all provisions of this Bylaw and all other applicable laws. The Chief Building Official shall return to the applicant one plan or set of plans stamped approved for construction.

5.8 A sign permit is valid:

5.8.1 for 6 months from the date of issue of the sign permit during which time, the signs authorized by the permit must be constructed or the permit shall lapse; and
5.8.2 for only the signs described in the permit.

Refusal of a Sign Permit

5.9 The Chief Building Official may refuse to issue a sign permit for any sign if:

5.9.1 the proposed sign does not comply with the provisions of this Bylaw or any other applicable law, enactment, or approved development permit or development variance permit; or

5.9.2 the building on which the sign is to be located or attached is determined to be incapable of supporting the sign, or if the information submitted regarding the construction of the building is not sufficient to enable the Chief Building Official, to adequately determine the capability of the building to give the necessary support; or

5.9.3 the proposed sign would, in the opinion of the Chief Building Official who may seek the advice of the Municipal Engineer, obstruct or otherwise interfere with any traffic control devices, the safe driving visibility of motorists or pedestrian safety; or

5.9.4 the sign, in combination with any other existing sign would be non-complying or would make any existing sign non-complying; or

5.9.5 an applicant has failed to provide adequate information to satisfy the request for further information made by the Chief Building Official; or

5.9.6 the sign installation contractor is not licensed in the District of North Vancouver to carry on the business of installing signs as required by the Business Licence Bylaw.

5.10 One plan or set of plans shall be marked “Not Approved” and returned to the applicant for the sign permit with written reasons for not granting approval.

Revocation

5.11 The Chief Building Official may revoke a sign permit:

5.11.1 where there is a violation of any condition under which the sign permit was issued; or

5.11.2 where there is a violation of any provision of this Bylaw or any other applicable law or enactment, development permit or development variance permit; or

5.11.3 if it is determined that the sign permit was issued by reason of incorrect, false, or misleading information furnished by the applicant, sign manufacturer or sign installation contractor; or

5.11.4 if, in the case of a sign over any highway or public property where the sign interferes with or may interfere with:

5.11.4.1 the placement or use of equipment installed by the District or a utility company; or

5.11.4.2 the use of the highway by vehicles or pedestrians or public property; or

5.11.4.3 the visibility of any existing or planned traffic devices.

5.12 An applicant for a sign permit or the holder of a sign permit may appeal the decision of the Chief Building Official to refuse to issue or to revoke a sign permit, to Council.
Insurance

5.13 Any person who installs, owns, maintains or who continues the use of any sign which projects wholly or partly on or over a highway, except banner signs, real estate signs and special event signs, shall obtain and maintain in full force and effect until the destruction or removal of such sign, public liability and property damage insurance in an amount not less than $2,000,000 and indemnifying and holding harmless the District against all claims and demands, actions, suits, or other proceedings and against all loss and costs, which may be caused by or arise out of, or in any way be attributable or incidental to the installation, construction, maintenance or use of such sign, or appurtenance thereto, or in connection with the maintenance of any such sign.

Inspection

5.14 Where a sign permit application includes plans that are signed and sealed by a registered professional engineer, the sign owner shall have the construction and installation of the sign inspected by a registered professional engineer and within 7 days of installation, shall submit to the Chief Building Official, a certificate from that engineer confirming the structural integrity and installation of the sign in a form satisfactory to the Chief Building Official.

5.15 In the case of a free-standing sign, the person constructing the footings for such sign shall notify the Chief Building Official and request an inspection after the forms for footings and foundations are complete, but prior to placing of any concrete therein.

Maintenance

5.16 All signs together with their supporting structures and any electrical equipment, shall be maintained in a safe, clean condition and in good order until removed or demolished.

Unsafe Signs

5.17 Any sign that may be in danger of falling or is an immediate menace to public safety shall be removed by the owner of the sign within 24 hours of being notified to do so by the Chief Building Official or a Bylaw Enforcement Officer.

Variance

5.18 Variances to the provisions of this Bylaw may be granted by Council under a development permit or a development variance permit.

PART 6 - CONSTRUCTION STANDARDS

Design

6.1 The design of a sign, except those signs exempted from the provisions of this Bylaw listed in Section 4.5 and PART 8 of this Bylaw, shall conform to Part 4 of the British Columbia Building Code.

Materials and Methods of Construction of Signs and Sign Structures

6.2 A sign supplied with electrical energy shall not be constructed of combustible materials unless that material has been C.S.A. approved.

6.3 Except for electric lamps and tubing, glass used in a sign must be safety glass.
The sign shall be weatherproof and all steel supporting members shall be galvanized or otherwise protected from rusting.

**PART 7 - PERMANENT SIGN REGULATIONS**

**Application**

7.1 The following regulations apply to permanent signs.

**Sign Siting Regulations**

7.2 A sign:

7.2.1 shall not obstruct the view of, or interfere with, the use of any traffic control device;

7.2.2 shall not be approved or if installed, shall be removed or relocated when the Municipal Engineer deems the use of a highway to be adversely affected by the siting, size or illumination of a sign;

7.2.3 shall not be attached to or obstruct or interfere with the use of any fire escape or any exit or any means of egress from a building or structure;

7.2.4 shall not, in the case of a permanent sign mounted on the ground, be closer than 0.9m to any property line and 2m to any driveway as illustrated by the following sketch;

7.3 A permanent sign mounted on the ground on a corner lot:

7.3.1 shall not be placed within the area formed by the intersection of two highway boundaries and two points on those boundaries 3m from the point of intersection; and
7.3.2 shall not exceed 0.9m in height and 0.6m in width within the area between 3m and 6m, as illustrated in the following sketch:

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**Clearance Regulations**

7.4 A sign:

7.4.1 shall maintain a clearance of at least 61cm between the outer edge of any sign and any electric light, power, telephone or utility pole, or their supports;

7.4.2 projecting more than 0.1m over a pedestrian area shall have a minimum clearance of 2.44m; and

7.4.3 projecting over a vehicular traffic area shall have a minimum clearance of 4.57m.

**Design Regulations**

7.5 Signs shall comply with the following regulations:

7.5.1 the design of signs, including any supporting base, shall be coordinated with the design of buildings on the same lot, enhancing architectural features with careful attention to detail, materials, size and location;

7.5.2 repetitive sign copy on one building façade, awning or canopy is not allowed;

7.5.3 in the case of a multi-tenant building, new or altered signs shall be consistent with the design of existing signs provided that such signage complies with the regulations contained in this Bylaw.

**Number of Sign Types**

7.6 Excluding directional signs, directory signs and signs listed in PART 8 , not more than 2 sign types are allowed per business premise and, in the case of a multi-tenant building, not more than 2 sign types are allowed per building façade.
Maximum Combined Sign Area

7.7 The maximum combined sign area for an awning sign, canopy sign, projecting sign and wall sign is calculated using the following formula:

\[ A_{m^2} = 0.45 \times L \]

where:

- \( A \) = the maximum combined sign area, expressed in square meters \((m^2)\) which in no case shall exceed 14\(m^2\);

- \( L \) = the length of a building facade on which the sign is to be placed, expressed in meters (m);

7.8 Where more than 50% of the combined sign area of a business premise, excluding free-standing signs, changeable copy signs, directory signs and signs listed in PART 8, consists of individual channel or similar letters, the maximum sign area may be increased by 10% provided all new signage consists of individual channel or similar letters and the signage complies with Section 7.6.

7.9 In the case of a double-sided sign, the allowable sign area of that sign is doubled.

Illumination

7.10 Signs may be illuminated, except where otherwise regulated, provided that:

7.10.1 in the case of an internally illuminates sign, the level of illumination may not exceed that produced by a 0.25m spacing of high output 800milliampere fluorescent lamps with an output equivalent to 28 watts per metre of lamp length;

7.10.2 no illumination shall pass through the fascia of a pump island canopy;

7.10.3 in the case of a sign illuminated externally, the light shall be directed towards the sign and shall be shielded so as to not cause direct glare on surrounding lots, streets or premises;

7.10.4 no illuminated sign nor any illuminated element of any sign may turn on or off, or change it's brightness if the change of illumination produces an apparent motion of the visual image, including, but not limited to the illusion of moving objects, moving patterns or bands of light, expanding or contracting shapes, rotation or any similar effect of animation;

7.10.5 sources of light and power shall be weatherproofed and approved for outdoor use and shall not present heat or electrical hazards under all weather conditions; and

7.10.6 these regulations shall not apply to traffic signals, or other signs within a highway approved by the Municipal Engineer or seasonal holiday display lighting.

Sign Regulations

7.11 The following signs are allowed subject to the regulations contained in this Part:

7.11.1 Awning sign

7.11.1.1 a sign permit is required;

7.11.1.2 a sign is allowed in all zones except single-family residential zones;
7.11.1.3 in a multi-family residential zone or for residential uses in a commercial or comprehensive development zone, not more than 1 sign is permitted and the sign shall not exceed an area of 1.48m²;

7.11.1.4 an awning containing a sign may not project above a roof line;

7.11.1.5 the sign copy on a flexible fabric awning valance is excluded from the maximum allowable sign area provided that the sign copy does not exceed 0.15m in height as illustrated in the following sketch;

7.11.2 Bed and Breakfast sign

7.11.2.1 a sign permit is required;

7.11.2.2 not more than 1 sign is allowed for a bed and breakfast business;

7.11.2.3 a sign may be either free-standing or affixed to the building containing the bed and breakfast business;

7.11.2.4 a sign shall not exceed a sign area of 0.25m² on each side of the sign;

7.11.2.5 a sign that is free-standing shall not exceed a height of 1m; and

7.11.2.6 a sign shall identify only the name of the bed and breakfast business and the address, except that the sign may indicate that the business is ‘Approved Accommodation’ in accordance with the requirements of Tourism BC or its successor.

7.11.3 Canopy sign

7.11.3.1 a sign permit is required;

7.11.3.2 a sign is allowed in all zones except single-family residential zones;

7.11.3.3 in a multi-family residential zone or for residential uses in a commercial or comprehensive development zone, not more than 1 sign is permitted and the sign shall not exceed an area of 1.48m²;
7.11.3.4 a sign shall be affixed flat to the exterior surface or fascia of a canopy as illustrated in the following sketch;

7.11.3.5 a sign shall not extend beyond or above the exterior surface or fascia of a canopy to which it is attached, except in the case of a logo or cut-out style sign, when not more than 25% of the length of the logo or sign may extend above the canopy fascia by not more than 50% of the height of the fascia as illustrated in the following sketch;

7.11.3.6 a sign shall not extend below the fascia of a canopy;

7.11.4 Directional sign

7.11.4.1 a sign permit is not required;
7.11.4.2 a sign is allowed in all zones except single-family residential zones;
7.11.4.3 a sign shall not include advertising sign copy;
7.11.4.4 a sign shall not exceed a sign area of 0.3m$^2$;
7.11.4.5 a sign may be free-standing or affixed to a building or structure;
7.11.4.6 a sign that is free-standing shall not exceed a height of 1.22m;
7.11.4.7 in multi-family residential zones, not more than 2 signs are allowed on a lot; and
7.11.4.8 in all other zones, not more than 3 signs are allowed on a lot and not more than 2 additional signs signifying vehicle entry and exits are allowed at each driveway;

7.11.5 Directory sign

7.11.5.1 a sign permit is required;

7.11.5.2 a sign is allowed in all zones except single-family residential zones;

7.11.5.3 a sign may not include advertising sign copy;

7.11.5.4 a maximum of 2 signs are allowed on a lot;

7.11.5.5 a sign shall not exceed a sign area of 1.5m$^2$;

7.11.5.6 a sign shall not exceed a height of 1.22m; and

7.11.5.7 a sign may be free-standing or affixed to a building or structure;

7.11.6 Flag sign

7.11.6.1 a sign permit is required;

7.11.6.2 a sign is allowed only in commercial or industrial zones and for commercial or industrial uses in a comprehensive development zone;

7.11.6.3 not more than one sign is allowed for each business premise;

7.11.6.4 in the case of a sign mounted on the ground:

7.11.6.4.1 the sign, including it’s supporting structure, shall not exceed 10m in height;

7.11.6.4.2 the sign shall maintain a minimum clearance of 2.44m; and

7.11.6.4.3 the sign shall not exceed a sign area of 2.8m$^2$;

7.11.6.5 when mounted on the roof of a building or attached to a building façade, a sign, including it’s supporting structure, shall not exceed a height of 3m; and

7.11.6.6 a sign may not be illuminated;

7.11.7 Free-standing sign

7.11.7.1 a sign permit is required;

7.11.7.2 a sign is not allowed in residential zones, except for a bed and breakfast sign, or for residential uses in a commercial or comprehensive development zone;

7.11.7.3 a sign shall not be sited closer than 3m from another free-standing sign;

7.11.7.4 a sign shall be located in a landscaped area having a minimum area at least equal to the sign area;

7.11.7.5 a sign shall not project over an area used for pedestrian or vehicle traffic including a sidewalk or parking space;
7.11.7.6 except for free-standing signs at a gasoline bar or gasoline service station:

7.11.7.6.1 a sign is allowed provided that the minimum frontage of the lot on which the sign is to be placed is not less than 20m;

7.11.7.6.2 on a lot, other than a corner lot, with a frontage of 20m or greater, but less than 100m:

7.11.7.6.2.1 not more than 1 sign is allowed;
7.11.7.6.2.2 a sign shall not exceed a sign area of $4.65m^2$; and
7.11.7.6.2.3 a sign shall not exceed a height of 3m and a width of 3m;

7.11.7.6.3 on a corner lot with a frontage that is less than 100m:

7.11.7.6.3.1 sign is allowed which shall not exceed a sign area of $4.65m^2$, a height of 3m and a width of 3m; and
7.11.7.6.3.2 1 additional sign is allowed provided that:
   - the sign shall not exceed a sign area of $2.8m^2$, a height of 1.83m and a width of 1.83m; and
   - the signs are separated by a distance of 25m as measured in a straight line between the closest points of the signs;

7.11.7.6.4 on a lot with a frontage of 100m or greater:

7.11.7.6.4.1 1 sign is allowed which shall not exceed a sign area of $4.65m^2$, a height of 3m and a width of 3m;
7.11.7.6.4.2 1 additional sign is allowed for each 100m in excess of 100m up to a maximum of 3 signs on a lot provided that:
   - a sign shall not exceed a sign area of $4.65m^2$, a height of 3m and a width of 3m;
   - signs shall be separated by a minimum distance of 50m as measured in a straight line between the closest points of the signs; and
   - where additional signs do not exceed a sign area of $2.8m^2$, a height of 1.83m and a width of 1.83m, the sign separation distance may be reduced to a minimum of 25m as measured in a straight line between the closest points of the signs;

7.11.7.7 at a gasoline bar or gasoline service station:
7.11.7.7.1 1 free-standing sign is allowed for each frontage up to a maximum of 2 signs;

7.11.7.7.2 1 sign shall not exceed a sign area of 4.65m$^2$, a height of 3m and a width of 3m;

7.11.7.7.3 1 additional free-standing sign shall not exceed a sign area of 2.8m$^2$, a height of 1.83m and a width of 1.83m; and

7.11.7.7.4 the signs shall be separated by a minimum distance of 25m as measured in a straight line between the closest points of the signs;

7.11.7.8 in the case of a sign with changeable copy:

7.11.7.8.1 the changeable copy is allowed only as a component of a free-standing sign at a gasoline bar, gasoline service station, shopping centre, or on a lot in a Public Assembly zone;

7.11.7.8.2 a maximum of two signs with changeable copy are allowed on a lot; and

7.11.7.8.3 changeable copy on a free-standing sign shall not exceed 50% of the sign area;

7.11.8 Home occupation sign

7.11.8.1 a sign permit is required;

7.11.8.2 not more than 1 sign is allowed;

7.11.8.3 a sign shall not exceed a sign area of 0.2m$^2$;

7.11.8.4 a sign shall be affixed to the building in which the home occupation is situated; and

7.11.8.5 a sign shall not be internally illuminated;

7.11.9 Projecting sign

7.11.9.1 a sign permit is required;

7.11.9.2 a sign is allowed in all zones except for single-family and multi-family residential zones and for residential uses in a commercial or comprehensive development zone;

7.11.9.3 a sign is not allowed on a pump island canopy;

7.11.9.4 a maximum of 1 sign is allowed for each business premise;

7.11.9.5 the sign shall be attached to the business premise to which it pertains; and

7.11.9.6 as illustrated in the following sketches, a sign:

7.11.9.6.1 shall not exceed a sign area of 1.11m$^2$;

7.11.9.6.2 shall not exceed a height of 1.83m;
7.11.9.6.3 shall have a clearance of 2.44m except when located over a driveway, maneuvering aisle or parking area in which case a sign shall have a clearance of 4.57m;

7.11.9.6.4 a sign shall not project more than 0.6m from a building when sited within 1.83m of another business premise;

7.11.9.6.5 the outer edge of a sign shall not project more than 1.22m from a building;

7.11.9.6.6 the distance between the sign and the building to which it is attached shall not exceed 0.6m; and

7.11.9.6.7 no part of a sign shall project above the roof line of a single storey building, or, in the case of a multi-storey building, above the business premise to which it pertains;

7.11.10 Pump island canopy sign

7.11.10.1 a sign permit is required;

7.11.10.2 a maximum of 1 sign is allowed on one fascia of a pump island canopy up to a maximum of 3 signs on a pump island canopy;

7.11.10.3 a sign shall not exceed 0.6m in height and not more than 25% of the length of the pump island canopy fascia on which it is located;

7.11.10.4 a sign shall not extend beyond or above the exterior surface or fascia of a canopy to which it is attached, except in the case of a logo or cut-out style sign, when not more than 25% of the length of the logo or sign may extend above the canopy fascia by not more than 50% of the height of the fascia as illustrated in the following sketch;
7.11.10.5 a sign shall not project more than 0.3m from the face of a canopy; and

7.11.10.6 only the sign copy may be illuminated;

7.11.11 Under Awning sign or Under Canopy sign

7.11.11.1 a sign permit is required;

7.11.11.2 a sign is allowed in all zones except single-family residential and multi-family residential zones and for residential uses in commercial and comprehensive development zones;

7.11.11.3 a maximum of 1 sign is allowed for each business premise frontage; and

7.11.11.4 as illustrated in the following sketch:

7.11.11.4.1 a sign shall not exceed a height of 0.5m and a width of 1.22m;

7.11.11.4.2 a sign, including any exterior illumination, shall have a clearance of 2.44m; and
7.11.4.3 a sign shall be located perpendicular to the wall from which the awning or canopy projects;

7.11.5 a sign may not be internally illuminated;

7.11.12 Wall sign

7.11.12.1 a sign permit is required;

7.11.12.2 a sign is allowed in all zones except that, in a single-family residential zone only signs for a bed and breakfast business or a home occupation are allowed;

7.11.12.3 a sign may not project above a roof line or, in the case of a multi-storey building, above storey on which the business premise is located, and no sign may project beyond the end of the façade on which it is attached;

7.11.12.4 in the case of a business premise with no exterior façade, no wall sign is permitted;

7.11.12.5 signs shall comply with the maximum sign area regulations contained in Sections 7.7 and 7.8;

7.11.12.6 signs shall comply with the regulations governing the maximum number of sign types contained in Section 7.6, except that only 1 sign, excluding accreditation signs, window signs and signs listed under Part 10, is allowed on each side of the building; and

7.11.12.7 a sign may not project more than 0.3m from the façade on which it is mounted.

PART 8 - TEMPORARY SIGN REGULATIONS

Application

8.1 The following regulations apply to temporary signs.

Sign Siting Regulations

8.2 A sign:

8.2.1 shall not obstruct the view of, or interfere with, the use of any traffic control device;

8.2.2 shall not be approved or if installed, shall be removed or relocated when the Municipal Engineer deems the use of a highway to be adversely affected by the siting, size or illumination of a sign;

8.2.3 shall not be attached to or obstruct or interfere with the use of any fire escape or any exit or any means of egress from a building or structure;

8.2.4 shall not, in the case of a temporary sign mounted on the ground, be closer than 0.9m to any property line and 2m to any driveway as illustrated by the following sketch;
8.3 A temporary sign mounted on the ground on a corner lot:

8.3.1 shall not be placed within the area formed by the intersection of two highway boundaries and two points on those boundaries 3m from the point of intersection; and

8.3.2 shall not exceed 0.9m in height and 0.6m in width within the area between 3m and 6m, as illustrated in the following sketches:

8.3.3 notwithstanding Sections 8.2.4, 8.3.1 and 8.3.2, subject to any other provisions of Section 8.2, Construction Signs, Real Estate Signs, Construction hoarding Signs and Portable Real Estate Marketing Signs may be located anywhere on a lot.

Illumination

8.4 A temporary sign shall not be illuminated.
Sign Regulations

8.5 The following temporary signs are allowed, subject to conformance with the regulations contained in this part:

8.5.1 Banner Sign

8.5.1.1 a sign permit is required;

8.5.1.2 a sign is allowed only in commercial or industrial zones and for commercial or industrial uses in comprehensive development zones;

8.5.1.3 not more than 1 sign is allowed for each business premise;

8.5.1.4 a sign shall be attached to a building;

8.5.1.5 a sign shall not project above the roof line;

8.5.1.6 a sign shall not exceed a height of 0.6m;

8.5.1.7 a sign shall not exceed a sign area of 3.7m$^2$;

8.5.1.8 a sign shall be displayed for no more than 21 consecutive days from the date the permit is issued and not more than 63 days in a calendar year and on not more than 3 separate occasions, and a new sign permit is required for each occasion;

8.5.1.9 Notwithstanding Section 8.5.1.8, a sign advertising real estate or a real estate sales centre is not permitted to be installed on a building other than a building used as a real estate sales centre, the sign is not permitted to be located higher than the top of any second storey, and the sign may remain only while the real estate sales centre is in operation;

8.5.2 Construction Sign

8.5.2.1 a sign permit is required;

8.5.2.2 a sign may be either free-standing or affixed to a building and when affixed to a building may not extend above the first storey of the building;

8.5.2.3 in a single-family residential zone,

8.5.2.3.1 not more than one sign is allowed on a lot;

8.5.2.3.2 a sign shall not exceed a sign area of 0.56m$^2$; and

8.5.2.3.3 a sign shall not exceed a height of 1.5m;

8.5.2.4 for a property less than 2000m$^2$ in any other zone,

8.5.2.4.1 not more than 1 sign is allowed on a lot;

8.5.2.4.2 a sign shall not exceed a sign area of 7.43m$^2$; and

8.5.2.4.3 a sign shall not exceed a height of 3.05m above grade;

8.5.2.5 for a property greater than 2000m$^2$ in any other zone,

8.5.2.5.1 not more than 1 sign per street frontage is permitted;
8.5.2.5.2 a sign shall not exceed a sign area of 7.43m²; and

8.5.2.5.3 a sign shall not exceed a height of 3.05m above grade;

8.5.2.6 The area used to indicate the primary construction management contact person and/or company must be prominently displayed and comprise no less than 25% of the sign area.

8.5.2.7 a sign shall be removed within 2 weeks from the date the project construction is completed as evidenced by occupancy of the building; (8128)

8.5.3 Fireworks Signs

8.5.3.1 a sign permit is not required;

8.5.3.2 signs are permitted only during the period between October 25 and November 1;

8.5.3.3 a sign may be located on the property where the sale is occurring, on District Boulevard, if a Highway Use Permit is approved or on any other property with the written permission of the land owner;

8.5.3.4 not more than 10 fireworks signs are allowed per business;

8.5.3.5 a map must be submitted showing the location of each sign; and

8.5.3.6 a sign shall not exceed a sign area of 1.49m²;

8.5.4 Inflatable Sign

8.5.4.1 a sign permit is required;

8.5.4.2 a sign is allowed on a building or lot but only in commercial or industrial zones and for commercial or industrial uses in comprehensive development zones;

8.5.4.3 not more than 1 sign is allowed on a building or lot;

8.5.4.4 a sign shall not be displayed for more than 3 consecutive days and on not more than 3 separate occasions in a calendar year, and a separate permit is required for each occasion;

8.5.4.5 a sign on a building or lot, shall be setback from any property line a minimum distance equal to the height of the inflatable sign; and

8.5.4.6 a sign shall not exceed a height of 6m;

8.5.5 Portable Sign

8.5.5.1 a sign permit is not required;

8.5.5.2 a sign is not allowed in a residential zone or for a residential use in any other zone;

8.5.5.3 not more than 1 sign is allowed for a business premise;

8.5.5.4 a sign shall not exceed a sign area of 0.56m² on each side of the sign up to a maximum sign area of 1.12m²;
8.5.5.5 a sign shall not exceed a height of 0.9m;

8.5.5.6 a sign shall not obstruct the means of access and egress to a building used by pedestrians; and

8.5.5.7 a sign shall not be placed within a landscaped area, required off-street parking or loading space, driveway, traffic island or parking lot maneuvering aisle;

8.5.6 Real Estate Sign

8.5.6.1 for a sign in a single-family residential zone or a sign used to advertise an individual multi-family unit,

8.5.6.1.1 a sign permit is not required;

8.5.6.1.2 not more than 2 signs per single-family lot or per multi-family unit are permitted;

8.5.6.1.3 individual signs shall not exceed a sign area of 0.56m²;

8.5.6.1.4 individual signs shall not exceed a height of 1.22m above grade; and

8.5.6.1.5 a sign shall be removed within 7 days of the date that an unconditional sale or lease is achieved;

8.5.6.2 for a property less than 2000m² in any zone other than single-family residential,

8.5.6.2.1 a sign permit is required;

8.5.6.2.2 not more than 1 sign is permitted on a lot;

8.5.6.2.3 a sign shall not exceed a sign area of 3m²;

8.5.6.2.4 a sign face shall not exceed a height of 3.05m; and

8.5.6.2.5 the total height of a sign shall not exceed a height 4.88m above grade;

8.5.6.3 for a property greater than 2000m² in any zone other than single-family residential,

8.5.6.3.1 a sign permit is required;

8.5.6.3.2 not more than 1 sign per street frontage is permitted;

8.5.6.3.3 a sign shall not exceed a sign area of 7.43 m²;

8.5.6.3.4 a sign face shall not exceed a height of 3.05m;

8.5.6.3.5 the total height of a sign shall not exceed a height 4.88m above grade;

8.5.6.3.6 when attached to a building, a sign shall not extend above the roofline or beyond the end of a façade on which it is located;
8.5.6.4 a sign issued in accordance with Section 8.5.6.2 and 8.5.6.3 shall be removed within 30 days following completion of initial construction unless units remain available for sale or lease, in which case the sign may remain onsite for up to an additional 90 days;

(8128)

8.5.7 Special Event Sign

8.5.7.1 a sign permit is not required;
8.5.7.2 not more than 1 sign is allowed on a lot;
8.5.7.3 a sign shall not exceed a sign area of $3m^2$;
8.5.7.4 a sign shall not exceed a height of 3 m; and
8.5.7.5 a sign shall not be placed more than 14 days before the date of the event and must be removed within 2 days after the date of the event;

8.5.8 Window Sign

8.5.8.1 a sign permit is not required;
8.5.8.2 a sign is allowed in all zones except residential zones and residential uses in commercial and comprehensive development zones;
8.5.8.3 signs shall not cover more than 25% of the area of the window in which they are placed;

(7857)

8.5.9 Construction Hoarding Sign

8.5.9.1 a sign permit is required;
8.5.9.2 a sign is not permitted within a single-family residential zone;
8.5.9.3 a sign must not display repetitive sign copy, logos or images along the same street frontage;
8.5.9.4 a sign must not exceed a height of 2.44m;
8.5.9.5 total allowable sign copy, logos and images must not exceed 50% of the sign area;
8.5.9.6 when a Construction Hoarding Sign is used in conjunction with a Real Estate Sign:

- the portion of a Construction Hoarding Sign adjacent to any Real Estate Sign must not contain sign copy, logos or images within 2.44m of a Real Estate Sign; and

- the total allowable area used for sign copy, logos or images on a Construction Hoarding Sign shall be reduced by the total area of any Real Estate Signs(s);
8.5.10 Portable Real Estate Marketing Sign

8.5.10.1 no more than 4 signs per development project are permitted;
8.5.10.2 sign location is limited to a distance no greater than 1000m from the development project;
8.5.10.3 a sign will only be permitted for a limited period of time between Development Permit issuance and 3 months after first occupancy of the development project;
8.5.10.4 a sign shall not exceed a sign area of $0.56m^2$ on each side of the sign up to a maximum sign area of $1.12m^2$;
8.5.10.5 a sign shall not exceed a height of 0.9m; and
8.5.10.6 location of a sign is limited to private property, but may be authorized to be located within the boulevard, providing a sign does not obstruct pedestrian or vehicular movements or is placed within any parking area, median, driveway, traffic island or parking lot manoeuvring aisle.

PART 9 - SIGN CHARACTER AREAS

Application

9.1 The Marine Drive, Lynn Valley, Deep Cove, Edgemont Village and Queensdale areas delineated in Schedules A.1 – A.5 are incorporated into and form part of this Bylaw and are hereby established as sign character areas.

9.2 The regulations in PART 4 to PART 8 and Schedule A of this Bylaw shall apply in sign character areas. In the event of an inconsistency or conflict between the provisions in Schedules A and A.1 – A.5 and the provisions in PART 4 to PART 8 of this Bylaw, the provisions of Schedule A shall govern.

PART 10 - ENFORCEMENT

Application

10.1 A person who:

10.1.1 contravenes any of the provisions of this Bylaw; or
10.1.2 causes or permits any act or thing to be done in contravention or violation of any of the provisions of this Bylaw; or
10.1.3 neglects or refrains from doing anything required to be done by any of the provisions of this Bylaw,

is guilty of an offence and upon conviction shall be liable to a fine and penalty of not more than $10,000 and to the cost of prosecution. Each day such offence continues shall be deemed to constitute a separate offence.
Designation

10.2 This bylaw may be enforced by means of a ticket in the form prescribed for the purpose of Section 264 of the Community Charter.

10.3 Bylaw Enforcement Officers and members of the Royal Canadian Mounted Police are designated to enforce this bylaw by means of a ticket pursuant to Section 264(1)(b) of the Community Charter.

10.4 Pursuant to Section 264(1)(c) of the Community Charter, the words or expressions set forth below in Column 1 of this Bylaw designate the offence committed under the Bylaw section numbers appearing in Column 2 opposite the respective words or expressions.

10.5 Pursuant to Section 265(1)(a) of the Community Charter, the fine amount set forth in Column 3 of the Bylaw is the fine amount that corresponds to the section number and words or expressions set out in Column 1 and 2 opposite the fine amount:

<table>
<thead>
<tr>
<th>Designated Expression</th>
<th>Section</th>
<th>Fine</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install in Contravention</td>
<td>4.2</td>
<td>$100</td>
</tr>
<tr>
<td>Unlawfully Use Sign</td>
<td>4.4</td>
<td>$100</td>
</tr>
<tr>
<td>Install Without Permit</td>
<td>4.5</td>
<td>$100</td>
</tr>
<tr>
<td>Obstruct Entry</td>
<td>4.9</td>
<td>$100</td>
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<td>Disobey Order</td>
<td>4.12</td>
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<td>Fail to Remove</td>
<td>4.12.3</td>
<td>$200</td>
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<tr>
<td>No Insurance</td>
<td>5.13</td>
<td>$100</td>
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<td>Fail to Provide Certificate</td>
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<tr>
<td>No Inspection</td>
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<td>$50</td>
</tr>
<tr>
<td>Fail to Maintain or Repair</td>
<td>5.16</td>
<td>$100</td>
</tr>
<tr>
<td>Unsafe Sign</td>
<td>5.17</td>
<td>$200</td>
</tr>
</tbody>
</table>

(7554)

Severability

10.6 If any provision of this Bylaw or amendments hereto should be found or determined to be invalid, illegal or unenforceable, it will be severable from the remainder of this Bylaw and the remainder of this Bylaw shall be construed as if such invalid, illegal or unenforceable provision had been deleted therefrom.

PART 11 - REPEAL

The District of North Vancouver Sign Bylaw, 1957, being Bylaw 2168, and all amending Bylaws thereto, are hereby repealed.
SIGN CHARACTER AREAS – GENERAL GUIDELINES

1. Applicability

1.1 These guidelines apply to all new or altered signs within the Marine Drive, Lynn Valley, Deep Cove, Edgemont Village and Queensdale Sign Character Areas.

1.2 These guidelines do not apply to signs painted on windows, internally mounted to hang in windows, signs not visible from any road or lane, realty signs identifying land or buildings for sale, lease or rent or temporary signs.

2. Minor Development Permits Not Required

In accordance with the District Official Community Plan, Schedule B, Guideline 4.2.19, minor development permits for signage are not required when in the case of a new sign or the alteration of the structure of an existing sign, the proposed sign complies with the general and area specific design guidelines contained within this Policy.

3. Conflict

Where a free-standing (except within the Marine Drive Sign Character Area), fascia, awning or canopy sign does not comply with the applicable sign design guidelines and the applicant is not willing or unable to alter the design to comply with the design guidelines, the applicant may submit an application for a minor development permit for signage to the Planning Department which will be analyzed and forwarded to Council for consideration prior to issuance of a Sign Permit.

4. Sign Design Guidelines

Area specific design guidelines shall supersede any general guidelines.

5. General Guidelines

5.1 The following general design guidelines shall apply to all signs within Sign Character Areas:

5.1.1 Sign copy shall be limited to the business name except where secondary copy is necessary to identify the business or is otherwise permitted under area specific guidelines.

5.1.2 Signage shall not involve flashing, rotating, oscillating or running lighting or any moving parts or emit audible sounds. Readograph or similar signs and changeable copy signs, except where permitted as permanent signs, are not allowed.

5.1.3 In the case of a multi-tenant building, new or altered signage shall be consistent with the shape and style of existing signage.

5.1.4 Where there is an existing sign band, new or altered signage shall be limited to that sign band.

5.1.5 Projecting signs suspended from or anchored to the wall of a building are not acceptable. This guideline does not apply to signs suspended beneath a canopy or awning as permitted under area specific guidelines.
5.1.6 No signage of any type including the display of products is permitted on the roof of a building or structure.

5.2 Free-standing Signage:

5.2.1 Free-standing sign structures shall be limited to a maximum height of 3m above grade including the height of any berming or planter boxes, a width of 2.44m and a total sign face area of 4.65m², except where area specific guidelines establish a smaller size.

5.2.2 Not more than one free-standing business or tenant identification sign is permitted except where a development abuts two streets in which case, a second, smaller sign not exceeding 1.83m in height and 1.83m in width may be permitted adjacent to the flanking street. Such signs may not exceed a total sign face area of 2.78m² on each side of the sign.

5.3 Wall Signs

5.3.1 Wall signs shall be located on the building facade or other element of the building specifically designed for signage purposes.

5.3.2 Businesses fronting on two streets may not have more than one principal wall sign which is restricted to the principal facade of the building as defined by the main entrance to the business. Signage may be permitted on secondary flanking street facades as established under area specific guidelines.

5.3.3 Sign canisters, integrated sign bands or surface-mounted letters may not exceed a height of 0.6m or occupy more than 6m or 75% of the length of the business frontage whichever is the lesser.

5.3.4 On internally illuminated signs, only the copy may be illuminated.

5.4 Awning Signs

5.4.1 Sign copy is permitted on the principal surface of an awning or an awning valance but in any event, shall be contained within a rectangle not exceeding 1.22m in height and 6m or 75% of the width of the premises for which it is required whichever is the lesser.

5.4.2 Awning signs may not be illuminated except where permitted in area specific guidelines.

5.4.3 Awning signage is not permitted in combination with wall signage.

5.5 Canopy Signs

5.5.1 Where signage is installed on the front fascia of the canopy, it may not project above or below the fascia, shall not exceed a height of 0.6m and extend more than 75% of the length of the business frontage for which it is required.

5.5.2 On illuminated signs, only the sign copy may be illuminated.

5.6 Projecting Signage

Projecting signs suspended from or anchored to the wall of a building or hanging from beneath an awning or canopy are not permitted except in accordance with area specific guidelines.
SCHEDULE A.1

MARINE DRIVE SIGN DESIGN GUIDELINES

The following sign design guidelines apply to all properties within the limits of the Marine Drive Corridor as defined on Map 1 following and shall be read in conjunction with the general design guidelines contained in Schedule B and the Sign Bylaw.

1. Free-standing Signage:
   1.1 Free-standing signs are not allowed.

2. Wall Signage
   2.1 Wall signs shall be routed, carved or sculptured from or painted on metal, enamel, acrylic or non-translucent material or consist of individual surface-mounted letters or exposed neon tubing.
   2.2 Secondary signage on a flanking street may not exceed a height of 0.6m (2 ft) or a length of 3m. In the case of a corporate logo or symbol, such sign shall not exceed a total sign face area of 0.74m$^2$.

3. Awning Signage:
   3.1 Awnings may be illuminated provided that such illumination is internal and designed to avoid glare or interference with traffic signals or movements.
   3.2 Sign copy on awning valances may not exceed 0.25m (10 inches) in height and may not extend more than 50% of the length of the awning.

4. Canopy Signage:
   4.1 Canopy signage shall be limited to the front or end fascias.
   4.2 Canopy signage may not be used in conjunction with wall signage.
   4.3 Canopy signage may not extend above or below the canopy fascia with the exception of a logo or symbol which may project to a maximum of 0.3m above the canopy fascia.
LYNN VALLEY SIGN DESIGN GUIDELINES

The following sign design guidelines apply to all properties within the limits of the Lynn Valley Area as defined on Map 2 following and shall be read in conjunction with the general design guidelines contained in Schedule B and the Sign Bylaw.

1. Free-standing Signage:
   
1.1 Free-standing signs may be routed, carved or sculptured from or painted on metal, enamel, acrylic or non-translucent material, or consist of exposed neon tubing or individual surface-mounted letters. Free-standing signs may not be painted on a wood surface.
   
1.2 Free-standing signs may be lit internally or frontally from above or below the sign structure provided that such illumination does not cause glare or interfere with traffic signals or movements.

2. Wall Signage
   
2.1 Wall signs shall be routed, carved or sculptured from or painted on metal, enamel, acrylic or non-translucent material or consist of individual surface-mounted letters or exposed neon tubing.
   
2.2 Secondary signage on a flanking street may not exceed a height of 0.6m (2 ft) or a length of 3m. In the case of a corporate logo or symbol, such sign shall not exceed a total sign face area of 0.74m$^2$.

3. Awning Signage:
   
3.1 Awnings may be illuminated provided that such illumination is internal and designed to avoid glare or interference with traffic signals or movements.
   
3.2 Sign copy on awning valances may not exceed 0.25m (10 inches) in height and may not extend more than 50% of the length of the awning.

4. Canopy Signage:
   
4.1 Canopy signage shall be limited to the front or end fascias.
   
4.2 Canopy signage may not be used in conjunction with wall signage.
   
4.3 Canopy signage may not extend above or below the canopy fascia with the exception of a logo or symbol, which may project to a maximum of 0.3m above the canopy fascia.
DEEP COVE SIGN DESIGN GUIDELINES

The following design guidelines shall apply to the properties within the Deep Cove Area as defined on Map 3 following and shall be read in conjunction with the general sign design guidelines in Schedule B and the Sign Bylaw.

1. Free-Standing Signage

1.1 Free-standing signs are permitted only in the case of multi-tenant buildings on lots not less than 15m in width and not more than one free-standing sign is permitted. Free-standing signs identifying parking entrances are excluded from this guideline.

1.2 The free standing sign structure is limited to 1.5m in height as measured from grade and 1.5m in width with a sign face of not more than 1.86m$^2$ on each side of the sign.

1.3 Free-standing sign structures identifying parking entrances shall not exceed a height of 1.0m and a width of 1.0m with a total sign face area not exceeding 0.2m$^2$ on each sign face.

1.4 Free-standing signs, including parking entry signs, shall be routed, carved or sculptured from wood or metal, routed from a non-translucent material, painted on a wood, metal or enamel surface or, consist of individual lettering mounted on a wood, metal or enamel surface. Signage consisting of exposed neon tubing or illuminated, open-faced channel letters is not allowed.

2. Wall Signage

2.1 Businesses fronting on two streets may not have more than one wall sign which is restricted to the principal facade of the building as defined by the main entrance to the business except that a corporate logo or symbol not exceeding 0.37m$^2$ in area is permitted on a secondary flanking street facade.

2.2 Sign canisters, integrated sign bands or surface-mounted lettering may not exceed a height of 0.6m and a length of 6m or 75% of the width of the individual business for which it is required, whichever is the lesser.

2.3 On illuminated signs, only the sign copy may be illuminated.

3. Awning Signage

3.1 Awnings may not be illuminated unless any existing awnings on the building are illuminated. Illumination, where permitted, shall be internal and designed to illuminate only the sign copy and avoid glare when viewed from the street and adjacent properties.

3.2 Sign copy on the principal surface of an awning shall not exceed a height of 1m and extend more than 3m or 75% of the length of the awning on which it is located whichever is the lesser.

3.4 Sign copy on a valance shall not exceed 0.2m in height or a total area of 50% of the area of the valance.
4. Canopy Signage

4.1 Canopy signage is limited to the front fascia of the canopy and may not extend above the height of the canopy fascia.

4.2 Canopy fascia signage is limited to 0.46m in height and 6m in length or 75% of the width of the canopy whichever is the lesser.

4.3 On multi-tenant buildings where there is an existing canopy with no signage on the fascia, new signage will be restricted to the building facade.

4.4 On illuminated signs, only the sign copy may be illuminated.

4.5 Canopy signage must be carved, routed or sculptured from wood or metal, routed from a non-translucent material, painted on a wood, metal or enamel surface or, consist of individual lettering mounted on a wood, metal or enamel surface. Exposed neon tubing or illuminated, open-faced channel letters are not allowed.

5. Under-Awning or Under-Canopy Signage

5.1 Projecting or hanging signs are permitted beneath awnings or canopies only.

5.2 Where permitted, projecting or hanging signs may not exceed a height of 0.46m and a width of 0.6m.

5.3 Projecting or hanging signs must be routed, carved or sculptured from wood or metal or painted on a wood, metal or enamel surface.

5.4 Only one projecting or hanging sign is permitted on one street frontage for each business and on such signs, copy shall be limited to the name of the business.
EDGEMONT VILLAGE SIGN DESIGN GUIDELINES

The following design guidelines shall apply to the properties within the Edgemont Village Area as defined on Map 4 following and shall be read in conjunction with the general sign design guidelines in Schedule B and the Sign Bylaw.

1. Free-Standing Signage

1.1 Free-standing signs are permitted only in the case of multi-tenant buildings on lots not less than 15m in width and not more than one free-standing sign is permitted. Free-standing signs identifying parking entrances are excluded from this guideline.

1.2 The free standing sign structure is limited to 1.5m in height as measured from grade and 1.5m in width with a sign face of not more than 1.86m$^2$ on each side of the sign.

1.3 Free-standing sign structures identifying parking entrances shall not exceed a height of 1.0m and a width of 1.0m with a total sign face area not exceeding 0.2m$^2$ on each sign face.

1.4 Free-standing signs, including parking entry signs, shall be routed, carved or sculptured from wood or metal, routed from a non-translucent material, painted on a wood, metal or enamel surface or, consist of individual lettering mounted on a wood, metal or enamel surface. Signage consisting of exposed neon tubing or illuminated, open-faced channel letters is not allowed.

2. Wall Signage

2.1 Businesses fronting on two streets may not have more than one wall sign which is restricted to the principal facade of the building as defined by the main entrance to the business except that a corporate logo or symbol not exceeding 0.37m$^2$ in area is permitted on a secondary flanking street facade.

2.2 Sign canisters, integrated sign bands or surface-mounted lettering may not exceed a height of 0.6m and a length of 6m or 75% of the width of the individual business for which it is required, whichever is the lesser.

2.3 On illuminated signs, only the sign copy may be illuminated.

3. Awning Signage

3.1 Awnings may not be illuminated unless any existing awnings on the building are illuminated. Illumination, where permitted, shall be internal and designed to illuminate only the sign copy and avoid glare when viewed from the street and adjacent properties.

3.2 Sign copy on the principal surface of an awning shall not exceed a height of 1m and extend more than 3m or 75% of the length of the awning on which it is located whichever is the lesser.

3.4 Sign copy on a valance shall not exceed 0.2m in height or a total area of 50% of the area of the valance.
4. **Canopy Signage**

4.1 Canopy signage is limited to the front fascia of the canopy and may not extend above the height of the canopy fascia.

4.2 Canopy fascia signage is limited to 0.46m in height and 6m in length or 75% of the width of the canopy whichever is the lesser.

4.3 On multi-tenant buildings where there is an existing canopy with no signage on the fascia, new signage will be restricted to the building facade.

4.4 On illuminated signs, only the sign copy may be illuminated.

4.5 Canopy signage must be carved, routed or sculptured from wood or metal, routed from a non-translucent material, painted on a wood, metal or enamel surface or, consist of individual lettering mounted on a wood, metal or enamel surface. Exposed neon tubing or illuminated, open-faced channel letters are not allowed.

5. **Under-Awning or Under-Canopy Signage**

5.1 Projecting or hanging signs are permitted beneath awnings or canopies only.

5.2 Where permitted, projecting or hanging signs may not exceed a height of 0.46m and a width of 0.6m.

5.3 Projecting or hanging signs must be routed, carved or sculptured from wood or metal or painted on a wood, metal or enamel surface.

5.4 Only one projecting or hanging sign is permitted on one street frontage for each business and on such signs, copy shall be limited to the name of the business.
Edgemont Village Sign Character Area
Map 4
QUEENSDALE SIGN DESIGN GUIDELINES

The following design guidelines shall apply to the properties within the Queensdale Area as defined on Map 5 following and shall be read in conjunction with the general sign design guidelines in Schedule B and the Sign Bylaw.

1. **Free-Standing Signage**

1.1 Free-standing signs are permitted only in the case of multi-tenant buildings on lots not less than 15m in width and not more than one free-standing sign is permitted. Free-standing signs identifying parking entrances are excluded from this guideline.

1.2 The free standing sign structure is limited to 1.5m in height as measured from grade and 1.5m in width with a sign face of not more than 1.86m² on each side of the sign.

1.3 Free-standing sign structures identifying parking entrances shall not exceed a height of 1.0m and a width of 1.0m with a total sign face area not exceeding 0.2m² on each sign face.

1.4 Free-standing signs, including parking entry signs, shall be routed, carved or sculptured from wood or metal, routed from a non-translucent material, painted on a wood, metal or enamel surface or, consist of individual lettering mounted on a wood, metal or enamel surface. Signage consisting of exposed neon tubing or illuminated, open-faced channel letters is not allowed.

2. **Wall Signage**

2.1 Businesses fronting on two streets may not have more than one wall sign which is restricted to the principal facade of the building as defined by the main entrance to the business except that a corporate logo or symbol not exceeding 0.37m² in area is permitted on a secondary flanking street facade.

2.2 Sign canisters, integrated sign bands or surface-mounted lettering may not exceed a height of 0.6m and a length of 6m or 75% of the width of the individual business for which it is required, whichever is the lesser.

2.3 On illuminated signs, only the sign copy may be illuminated.

3. **Awning Signage**

3.1 Awnings may not be illuminated unless any existing awnings on the building are illuminated. Illumination, where permitted, shall be internal and designed to illuminate only the sign copy and avoid glare when viewed from the street and adjacent properties.

3.2 Sign copy on the principal surface of an awning shall not exceed a height of 1m and extend more than 3m or 75% of the length of the awning on which it is located whichever is the lesser.

3.4 Sign copy on a valance shall not exceed 0.2m in height or a total area of 50% of the area of the valance.
4. Canopy Signage

4.1 Canopy signage is limited to the front fascia of the canopy and may not extend above the height of the canopy fascia.

4.2 Canopy fascia signage is limited to 0.46m in height and 6m in length or 75% of the width of the canopy whichever is the lesser.

4.3 On multi-tenant buildings where there is an existing canopy with no signage on the fascia, new signage will be restricted to the building facade.

4.4 On illuminated signs, only the sign copy may be illuminated.

4.5 Canopy signage must be carved, routed or sculptured from wood or metal, routed from a non-translucent material, painted on a wood, metal or enamel surface or, consist of individual lettering mounted on a wood, metal or enamel surface. Exposed neon tubing or illuminated, open-faced channel letters are not allowed.

5. Under-Awning or Under-Canopy Signage

5.1 Projecting or hanging signs are permitted beneath awnings or canopies only.

5.2 Where permitted, projecting or hanging signs may not exceed a height of 0.46m and a width of 0.6m.

5.3 Projecting or hanging signs must be routed, carved or sculptured from wood or metal or painted on a wood, metal or enamel surface.

5.4 Only one projecting or hanging sign is permitted on one street frontage for each business and on such signs, copy shall be limited to the name of the business.
## SIGN PERMIT APPLICATION

<table>
<thead>
<tr>
<th>Date:</th>
<th>Application No.:</th>
</tr>
</thead>
</table>

### Address of Sign:

| Applicant (Sign Owner/Authorized Agent): Address: |
|-------|------------------|

<table>
<thead>
<tr>
<th>City:</th>
<th>Postal Code:</th>
<th>Phone:</th>
<th>Fax:</th>
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### Sign Owner (if other than above): Address:

<table>
<thead>
<tr>
<th>City:</th>
<th>Postal Code:</th>
<th>Phone:</th>
<th>Fax:</th>
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### Sign Company: Address:

<table>
<thead>
<tr>
<th>City:</th>
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<th>Phone:</th>
<th>Fax:</th>
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</thead>
</table>

### Type of Work:

- [ ] New
- [ ] Alteration
- Illuminated Sign: [ ] No
  - [ ] Yes (Electrical Permit Required)

### Type of Sign:

- [ ] Awning
- [ ] Canopy
- [ ] Fascia
- [ ] Free Standing
- [ ] Other (specify):

### Exact Wording and Overall Dimensions Of Sign:


### THE FOLLOWING MUST ACCOMPANY THIS APPLICATION FORM:

- Two sets of drawings (sealed by a Registered Prof. Engineer, for free standing or mechanically fastened signs, and accompanied by sealed B1/B2 Letters of Assurance);
- Two copies of site plan showing distance to sign from property lines;
- Sign Design Guideline Review Fee ($75 per review); **plus**
- Fee for New Sign Permit ($73.75 per sign) or; fee for Alteration to Sign Permit ($37.25 per sign).
- Please note that one application form must be completed for each individual sign.

### SIGNATURE OF SIGN OWNER/AUTHORIZED AGENT

The information on this form is collected under the authority of the current Sign Bylaw and will be used only for the purpose of issuance of a Sign Permit under this bylaw.

Revised - Jan. 2003

White - Office Copy

Yellow - Applicant Copy

136
THE DISTRICT OF NORTH VANCOUVER

STREET AND TRAFFIC BYLAW

BYLAW 7125

Effective Date – January 1, 2005

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.

<table>
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<tr>
<td>Bylaw 7125</td>
<td>November 15, 2004</td>
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<table>
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<tr>
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<th>Date of Adoption</th>
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<tr>
<td>Bylaw 7643</td>
<td>February 19, 2007</td>
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<td>Bylaw 7591</td>
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<td>December 17, 2007</td>
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<td>December 15, 2008</td>
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<tr>
<td>Bylaw 8382</td>
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<tr>
<td>Bylaw 8431</td>
<td>April 20, 2020</td>
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</table>

The bylaw numbers in the margin of this consolidation refer to the bylaws that amended the principal bylaw (Street and Traffic Bylaw – Bylaw 7125). 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 7125

A bylaw to regulate traffic and boulevards within the municipal boundaries of the District of North Vancouver

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

PART 1 – TABLE OF CONTENTS

101. This bylaw is divided into the following divisions:

<table>
<thead>
<tr>
<th>Part</th>
<th>Title</th>
<th>Sections</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Table of Contents</td>
<td>101</td>
</tr>
<tr>
<td>2</td>
<td>Title</td>
<td>201</td>
</tr>
<tr>
<td>3</td>
<td>Interpretation</td>
<td>301 – 304</td>
</tr>
<tr>
<td>4</td>
<td>Traffic Control</td>
<td>401 – 412</td>
</tr>
<tr>
<td>5</td>
<td>Standing, Stopping and Parking Vehicles</td>
<td>501 – 537</td>
</tr>
<tr>
<td>6</td>
<td>General Regulations</td>
<td>601 – 631</td>
</tr>
<tr>
<td>7</td>
<td>Highway Use Regulations</td>
<td>701 – 742</td>
</tr>
<tr>
<td>8</td>
<td>Vehicle Weight, Loads, Dimensions</td>
<td>801 – 830</td>
</tr>
<tr>
<td>9</td>
<td>Transportation of Dangerous Goods</td>
<td>901 – 904</td>
</tr>
<tr>
<td>10</td>
<td>Pedestrian Regulations</td>
<td>1001 – 1007</td>
</tr>
<tr>
<td>11</td>
<td>Cycle Traffic</td>
<td>1101 – 1102</td>
</tr>
<tr>
<td>12</td>
<td>Impoundment</td>
<td>1201 – 1211</td>
</tr>
<tr>
<td>13</td>
<td>Stop Work Order</td>
<td>1301 – 1304</td>
</tr>
<tr>
<td>14</td>
<td>Offences, Penalties and Enforcement</td>
<td>1401 – 1404</td>
</tr>
<tr>
<td>15</td>
<td>General</td>
<td>1501 – 1503</td>
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</tbody>
</table>

Schedules:
A – Boulevard Parking Permits
B – Map of Dangerous Goods Routes

(7798, 7915)
Part 2 – Title

201. This bylaw may be cited as the "STREET AND TRAFFIC BYLAW No. 7125, 2004".

Part 3 – Interpretation

301. Words or phrases defined in the Motor Vehicle Act, R.S.B.C. 1996, c. 318, Transport of Dangerous Goods Act, R.S.B.C. 1996, c. 458 and the Commercial Transport Act, R.S.B.C. 1996, c. 58 and the regulations thereto have the same meaning in this bylaw, unless otherwise defined in this bylaw or in the Local Government Act, R.S.B.C. 1996, c. 323.

302. In this bylaw:

Access Improvement means a Driveway, walkway, steps and other improvements necessary to give access to real property adjacent to a Highway, but not including carports or buildings;

Accessible Passenger Directed Vehicle has the meaning set out in the Passenger Transportation Act.

Axle means a structure that is wholly in the same or approximately the same transverse plane and that is supported by wheels on which or with which it revolves, and any two axles of a vehicle, the centres of which are less than 110 centimetres apart, shall be considered to be one axle;

Block Face means a length of Roadway frontage delimited by intersecting streets;

Boulevard Crossing means that portion of a Boulevard which is permanently improved or designed for the passage of vehicular traffic;

Building Permit has the meaning prescribed in the Building Regulation Bylaw, 2003 No. 7353, as amended or replaced;

Bus Stop or Bus Zone means a portion of a Roadway adjacent to the curb reserved for loading and unloading buses;

Boulevard means that portion of the Highway between the curb lines, the lateral lines or the shoulder of a Roadway and the adjacent property line;

Caliper means the diameter of a tree measured 15 centimetres above ground level;

Commercial Loading Zone means an area or space on a Highway to be used exclusively by Commercial Vehicles.

Commercial Vehicle means a vehicle defined as such in, and licensed under, the Commercial Transport Act (British Columbia), as amended from time to time, or a vehicle not so licensed but being used in the ordinary course of a business for the regular collection or delivery of materials or goods.

Congestion and Curbside Management Permit means a permit issued by the Municipal Engineer under section 541 of this Bylaw.
**Corporate Officer** means the person appointed to that position and includes his or her delegate;

**Council** means the municipal council of the District;

**Cycle Path** means a path or way designated by the Municipal Engineer for use by cycles, other than a path or way on a Highway or located on private property;

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

**Disability Parking Permit** means a parking permit issued to a Person with a Disability pursuant to the Regulations;

**Disabled Parking Zone** means a part of a Highway or public place identified by a disabled parking sign as specified in the Regulations;

**Driveway** means every driveway not owned or possessed by the Crown or the District;

**Election campaign sign** means a temporary sign promoting a candidate or political party for election to public office;

**Enforcement Officer** means an official or employee of the District whose designated duties include the control of traffic or parking within the District, and includes Royal Canadian Mounted Police officers and bylaw enforcement officers, and every officer and member of the Fire Department of the District while attending upon any fire or emergency in the course of their duty;

**Geo-fence** means a virtual boundary between two geographic areas or a virtual perimeter around a geographic area, the location and delineation of which shall be determined by the Municipal Engineer.

**Geo-fenced Area** means the area within a Geo-fence, or on one side of a Geo-fence, as determined by the Municipal Engineer.

**Helmet** means a protective device intended to be worn on the head that must:
- have a smooth, rigid and durable outer surface,
- be constructed so that the helmet is capable of absorbing energy on impact,
- be strongly attached to a strap designed to be fastened under the chin of the person wearing it, and
- be undamaged from use or misuse.

**Highway** means the area of every public right of way lying between two property lines title to which area is vested in the District and which is designated or intended for or used by the general public for the passage of vehicles or persons and means the area of every public right of way lying within any District Park title to which area is vested in the District and which is designated or intended for or used by the general public for the passage of vehicles;

**Highway Construction and Planting Permit** means a permit issued under Part 7 to allow for construction and planting in, on or under a Highway;

**Highway Encroachment Agreement** means an agreement entered into under Part 7 to allow certain Structures on a Highway;

**Highway Use Permit** means a permit issued under Part 7 to allow for the temporary use of the Highway;
Lane means a Highway not more than 7 metres wide, which provides a secondary means of vehicle access to one or more parcels of land;

Loading Zone means the area or space on a Highway established for the exclusive use of vehicles during the loading or unloading of goods, materials or passengers.

Manager of Purchasing means the person appointed to that position and includes his or her delegate;

Median means an area that is painted, curbed or raised and is located between traffic lanes to separate vehicles travelling in opposite directions;

Municipal Engineer means the person appointed to that position and includes his or her delegate;

Newspaper Box means any box displaying, distributing or selling newspapers, newsletters, commercial or non-commercial publications, or any other reading material;

Noxious Weed means any weed designated by a provincial legislation to be a noxious weed, and includes seeds of a noxious weed;

Outdoor Customer Service Area means an area located on the Boulevard adjacent to a restaurant or retail food service premises or liquor license establishment for the placing of tables and chairs for use by customers of that business;

Outdoor Customer Service Area Permit means a permit issued under Part 7 to allow an Outdoor Customer Service Area;

Oversize/Overweight Permit means a permit under Part 8 of this bylaw;

Owner, with respect to a vehicle, has the meaning given to it in the Motor Vehicle Act and with respect to real property, has the meaning given to it in the Local Government Act;

Park, means public parks, playgrounds, beaches, swimming pools, and other public recreational areas under the care, custody and jurisdiction of the District;

Parking, when prohibited, means the standing of a vehicle, whether occupied or not, other than up to 5 minutes while actively and visibly engaged in loading or unloading of property, merchandise, goods or the discharging or taking on of passengers;

Passenger Directed Vehicle has the meaning set out in the Passenger Transportation Act.

Passenger Transportation Act means the Passenger Transportation Act, SBC 2004, c.39, as the same may be amended from time to time.

Passenger Zone means the area or space on a Highway established for the exclusive use of vehicles during the loading or unloading of passengers.

Person with a Disability means a person whose mobility is limited as a result of a permanent or temporary disability that makes it impossible or difficult to walk, or a person who is blind or has a visual impairment, or a person with hearing loss or impairment or a person with a cognitive or other impairment that could affect their ability to understand traffic control devices and signage;
**Procession** means any procession or group exceeding or expected to exceed 30 or more persons or 10 or more vehicles standing or moving together on any Highway, including special events such as parades, street festivals and movie filming, but excludes a funeral procession and a Canadian Armed Forces Parade;

**Recreation Vehicle** means a motor vehicle or a vehicle towed by a motor vehicle, that provides living accommodation, and includes a travel trailer, tent trailer, camper, camperized van, and motor home;

**Regulations** means the regulations to the Motor Vehicle Act;

**Resident Guest Pass** means a parking permit issued in conjunction with a Resident Parking Permit that allows a guest to park in a Resident Parking Zone;

**Resident Parking Permit** means a parking permit issued in accordance with this bylaw which authorizes parking in a Resident Parking Zone;

**Resident Parking Zone** means a part of a Highway set apart for the standing, stopping and parking of vehicles that display a Resident Parking Permit;

**Roller Skates** means any footwear or device which may be attached to the foot or footwear, to which wheels are attached and such wheels may be used by the wearer for moving or propulsion, including but not limited to in-line skates.

**Roadway** means that portion of a Highway that is improved for passage of vehicular traffic;

**Rubbish** means accumulations of soil, leaves, grass clippings, branches, twigs and other vegetation or landscape materials; litter of any kind or discarded materials; liquid or solid waste or garbage, other than that which is properly placed on the sidewalk or Highway pursuant to the garbage collection requirements of the District; compost materials; and any other objects that would reasonably pose a hazard;

**Sidewalk** means that portion of the street other than a Roadway that is improved for the use of pedestrians;

**Skateboard** means all wheeled objects, coasters, toys, conveyances, or similar devices used for transportation or sport which are propelled by human power, including longboards, but not including bicycles or roller skates;

**Special Highway Use Permit Fee** is the fee payable pursuant to section 706A of this bylaw;

**Stacked Rock Wall** means any wall consisting of rock or boulder units greater than 250mm in the least dimension or .027 m³ in volume where each rock or boulder unit is not:
   a) buried in native, solid bearing ground to a depth not less than one third its diameter and volume; or
   b) located on land generally sloping less than 4 horizontal to 1 vertical;

**Stop Work Order** means a stop work order issued pursuant to section 1301 of this bylaw;

**Stopping**, when prohibited, means the coming to rest or the state of being at rest of a vehicle;

**Structure** means buildings, decks, garages, carports, swimming pools and any other improvement affixed on or under a Highway, but does not include Driveways, steps, walks and other improvements that give access to real property adjacent to a Highway or to retaining walls having a height of less than 1.22 metres;
Traffic Control Device means a sign, signal, line, metre, marking, space, barrier or device, consistent with the Motor Vehicle Act, placed or erected by authority of the Minister of Transportation or the District or a person authorized by either of them to exercise that authority;

Traffic Management Plan means a detailed plan acceptable to the Municipal Engineer addressing all activities, needs and impacts associated with work contemplated in a Highway Use Permit, including, but not limited to, scheduling, timing of truck traffic, fencing, barricading, signage and other devices, traffic control, loading, parking, material delivery and storage, dust and sediment control, and any other conditions and restrictions required by the Municipal Engineer;

Trailer means a vehicle without motive power designed for carrying persons or property and for being drawn on a Highway by a motor vehicle, and includes a semi-trailer as defined in the Commercial Transport Act;

Transportation Network Services has the meaning set out in the Passenger Transportation Act.

Unopened Road Allowance means any dedicated Highway that has not been opened and improved by the District or that has been closed by the District; and

Waste Disposal Bin means a large rectangular metal container, open at the top or with a lid, used for the temporary storage of Rubbish.

Weekdays means Monday through Friday.

Zero-emission Vehicle means a motor vehicle that is exclusively propelled by electricity or hydrogen from an external source, or a motor vehicle that has been approved by the Municipal Engineer as a Zero-emission Vehicle.

Application

303. This bylaw does not apply to the regulation, control or prohibition of traffic on a Provincially-designated arterial Highway, as defined in the Highway Act.

304. This bylaw does not apply to members of the Royal Canadian Mounted Police or emergency services personnel or vehicles when performing official duties or acting in the interest of public safety.

Part 4 – Traffic Control

Existing Traffic Control Devices

401. All Traffic Control Devices placed by the District prior to adoption of this bylaw are deemed to be authorized and placed in accordance with this bylaw.

Compliance With Traffic Control Devices

402. Every person shall comply with the directions of every Traffic Control Device, except as otherwise directed by an Enforcement Officer or as authorized or required pursuant to this bylaw.

Delegation to Municipal Engineer

403. The Municipal Engineer is authorized to order the placing of Traffic Control Devices as he or she deems appropriate for the regulation of the following traffic matters and by those orders to give effect to the provisions of this bylaw or the Motor Vehicle Act, or to exercise the following powers of the District under this bylaw, subject to the terms and conditions prescribed in this bylaw:
403.1 regulation, control or prohibition of pedestrian traffic, vehicle traffic and traffic by other conveyances on a Highway;

403.2 regulation, control or prohibition of the stopping, standing or parking of vehicles;

403.3 regulation or prohibition of pedestrian traffic on Highways other than at crosswalks;

403.4 removal, detention or impounding of vehicles unlawfully occupying a Highway or a public place and a scale of fees, costs and expenses for that purpose, and the recovery of such fees, costs and expenses from the Owner or by sale of the vehicle at public auction or by court action;

403.5 regulation, control or prohibition of persons using cycles, Roller Skates, sleighs, in-line skates, Skateboards, skis, scooters or other similar means of conveyance on a Highway;

403.6 establishment, designation and use of Loading Zones, Commercial Loading Zones, and Passenger Zones in the District;

403.7 regulation of the width, length and height of vehicles and the width, length, height, fastenings and distribution of loads on vehicles driven or operated on a Highway;

403.8 on Highways where construction, reconstruction, widening, repair, marking or other work is being carried out, the erection or placement of Traffic Control Devices indicating that persons or equipment are working on the Highway;

403.9 establishment of school crossings in the District and the regulation and control of pedestrian and vehicular traffic with respect to them;

403.10 regulation of traffic passing by or in the vicinity of schools through the use of traffic patrols, and for that purpose vesting in school children or other persons employed in traffic patrol the power to require vehicles to stop at school crossings or other designated places on a Highway;

403.11 regulation and control of Processions on a Highway;

403.12 the places, conditions and circumstances for the use of sidewalks and crosswalks by persons riding cycles; and

403.13 designation of Cycle Paths; and

403.14 establishment, designation and delineation of Geo-fenced Areas and the regulation, prohibition or control of traffic within such Geo-fenced Areas in accordance with sections 403.1 through 403.13.

Variation of Orders

404. The Municipal Engineer may rescind, revoke, amend or vary an order made by the Municipal Engineer under this Part.

405. Orders made by the Municipal Engineer under this Part shall be in writing and a copy of each order shall be filed with the Municipal Clerk.

Temporary Traffic Control Devices

406. Temporary Traffic Control Devices may from time to time be placed, and traffic may be diverted or restricted, by an Enforcement Officer, or by another person under the authority of the Municipal Engineer:
406.1 in the interest of public safety;
406.2 to permit proper action in an emergency; or
406.3 to enable work to be done on a Highway,

but no temporary Traffic Control Devices shall be placed, nor any traffic diverted or restricted, for any period longer than reasonably necessary.

**Permits**

407. In all cases in this bylaw where the Municipal Engineer is given the power to make orders for the application for and issuance of permits, the Municipal Engineer may make orders respecting the circumstances under which permits will be issued, the form of application, the fees payable unless otherwise prescribed by Council, the form of permits, and the terms and conditions of permits. The Municipal Engineer may issue permits in accordance with this bylaw and may at any time revoke or amend a permit where considered necessary or desirable by the Municipal Engineer.

408. Persons who have been issued permits under this bylaw shall at all times comply with this bylaw, as well as all terms and conditions of the permit.

409. No person shall undertake any work or activity that requires a permit under this bylaw without first having obtained a valid and subsisting permit of the kind required by this bylaw.

**Interference With Traffic**

410. No person shall establish, place, maintain, or display upon or in view of any Highway, any Traffic Control Device or other device which purports to be or resembles any Traffic Control Device, or which attempts to direct the movement of traffic or the parking of vehicles, or which obstructs, hides from view, or interferes with the effectiveness of any Traffic Control Device or which interferes with traffic safety.

411. No person shall obliterate, deface, damage, injure, move, obstruct or otherwise interfere with any Traffic Control Device placed or maintained within the District pursuant to this bylaw, nor interfere with any newly painted line on any Highway.

412. The Owner or occupier of real property adjacent to a Highway must not allow any tree, shrub or other planting on the real property to grow over or under the Highway so as to obstruct, interfere with or hide from view any Traffic Control Device or interfere with traffic safety.

**Part 5 – Standing, Stopping and Parking Vehicles**

**Standing, Stopping and Parking Prohibitions**

501. Except when necessary to comply with the law or the directions of an Enforcement Officer, or where permitted by this bylaw or a Traffic Control Device, no person shall stop, stand or park a vehicle or Trailer on a Highway:

501.1 so as to contravene the Motor Vehicle Act, a Traffic Control Device or this bylaw;

501.2 so as to obstruct or interfere with the free passage of traffic;

501.3 on a Sidewalk or Boulevard Crossing;

501.4 on a Boulevard, except on those portions of those Highways set out in Schedule “A”;

501.5 on any Unopened Road Allowance;
501.6 in an intersection;
501.7 within 11 metres of the prolongation of the curb lines at an intersection or, if none, within 11 metres of the prolongation of the edges of pavement of the two Highways which join one another;
501.8 within 6 metres of a flashing beacon, stop sign, yield sign or traffic control signal;
501.9 on a Lane within 3 metres of any Roadway intersection;
501.10 on a Roadway within 3 metres of a Lane;
501.11 in a position that leaves less than 3.5 metres of the Roadway available for the flow of traffic;
501.12 in a position that causes it to interfere with fire fighting;
501.13 on a marked crosswalk;
501.14 within 6 metres of a marked crosswalk;
501.15 within 6 metres of an entrance to or exit from any school property on any day when school is in session;
501.16 within 6 metres of any entrance to or exit from any playground or Park;
501.17 within 6 metres of either side of the Highway from or on either side of the entrance to or exit from a fire hall;
501.18 in a position that impedes or restricts the passage of vehicles beyond a road end or through any gate or barrier erected at a road end or other location;
501.19 in a position that causes it to interfere with the construction, improvement, maintenance, snow removal, alteration, extension, widening, marking or repair of a Highway;
501.20 on a Cycle Path, or on a cycle lane on a Highway;
501.21 within 5 metres of any fire hydrant, measured from a point on the curb which is closest to the fire hydrant, and where there is no curb, measured from the edge of Roadway;
501.22 on or over any fire hose, traffic counting hose or other fire or public works equipment;
501.23 in front of or within 2 metres of a private road, driveway, sidewalk crossing or boulevard crossing;
501.24 on a roadway except with the wheels parallel to the side of the Roadway and not further than 30 centimetres from the curb, if any, unless the Highway is designated for angle parking or the vehicle is less than 2.5 metres in length;
501.25 alongside or opposite any Highway excavation or obstruction when stopping, standing or parking in that location obstructs traffic;
501.26 on the Roadway side of any vehicle stopped or parked at the curb;
501.27 for a period exceeding 72 hours;
501.28 on any bridge or other elevated Structure on a Highway;
501.29 on any portion of a Highway indicated by Traffic Control Device as reserved for any class of vehicle, other than a vehicle coming within such class;
501.30 within 15 metres of the nearest rail of a railroad crossing;
501.31 on any Highway for the purpose of storing, advertising, washing, maintaining, repairing or wrecking any vehicle, unless repairs are necessitated by an emergency;
501.32 for the principal purpose of displaying a vehicle or Trailer for sale;
501.33 for the purpose of selling any commodities or articles, except as authorized by permit under this bylaw;
501.34 on the paved portion of any Highway where the pavement is 6 metres or less in width;
501.35 on the side of a Roadway which abuts a Median;
501.36 on any portion of a Highway for a longer period of time than that indicated on any Traffic Control Device applicable to that portion of the Highway where such vehicle is stopped or parked;
501.37 on any portion of a Highway at which there is an automatic or other mechanical meter for the purpose of allotting and controlling parking spaces for vehicles, except if that person has deposited in the appropriate meter the fee for parking in the manner and at the rate prescribed by that meter;
501.38 on any portion of a Highway where the curb or edge of the Roadway is painted yellow;
501.39 that is unlicensed or uninsured or that does not display a valid license plate or valid license decal in the manner required by the Motor Vehicle Act;
501.40 where parking spaces for vehicles are designated by lines on a Highway, except wholly within the lines designating the parking space;
501.41 except as otherwise required by a Traffic Control Device, within 20 metres on the approach to and 7.5 metres beyond any bus stop sign pole, except when actively and visibly engaged in loading or unloading passengers, where such stopping does not interfere with any bus in, or about to enter, such bus stop;
501.42 in a cul-de-sac other than parallel with the outside curb of the cul-de-sac;
501.43 at any place within a two-way Roadway other than directly adjacent to the right edge of the Roadway;
501.44 at any place within a one-way Roadway other than directly adjacent to either edge of the Roadway;
501.45 to discharge or pick up passengers at any place within a two-way Roadway except where such vehicle is stopped directly adjacent to the right edge of the Roadway; or
501.46 to discharge or pick up passengers at any place within a one-way Roadway except
where such vehicle is stopped directly adjacent to either edge of the Roadway.

**Parking Large Vehicles and Recreation Vehicles**

502. Except as provided for in section 503, no person shall park any vehicle having a gross vehicle weight of 4,500 kilograms or more, or a vehicle having an overall length including any attached Trailer exceeding 6.4 metres, between 6:00 p.m. of any day and 6:00 a.m. of the next day on any Highway, except when actively and visibly engaged in loading or unloading the vehicle or Trailer.

503. A Recreation Vehicle may be parked on any Highway for a period not to exceed 24 hours.

504. No person shall use a vehicle for living accommodation while parked on a Highway.

505. No person shall park a Trailer on a Highway without it being attached to a motor vehicle.

**Commercial Vehicle License**

506. No person shall operate a commercial vehicle in the District unless that vehicle is licensed under the District Commercial Vehicle Licensing Bylaw and a valid and subsisting license plate affixed with a decal is displayed on that vehicle in the manner required.

**Idling Engines**

507. No person shall permit a motor vehicle engine, other than the engine of an emergency vehicle, to be left in operation more than 3 minutes in a 60-minute period while the vehicle is stationary, except where the motor vehicle is in traffic, undergoing repairs at a motor vehicle service garage, undergoing emergency repairs along a roadside, is an armoured vehicle, is participating in a parade authorized by the District, or used to power equipment ancillary to the motor vehicle.

**Time Limitations**

508. When a Traffic Control Device is displayed on any Highway or District parking lot indicating that the length of time permitted for parking a vehicle thereon is limited, no person who has parked a vehicle on such Highway or lot shall again park a vehicle on such Highway (unless there is a road intersection between the two parking spaces) or lot during the next 60 minutes following the expiry of such limited time.

**Exemption to Persons with a Disability**

509. The provisions of this bylaw regulating time restricted parking do not apply to a Person with a Disability whose vehicle, other than a recreational vehicle, prominently displays in a window a valid permit issued to the Person with a Disability by the Social Planning and Research Council of British Columbia.

**Angle Parking**

510. Upon a Highway which has been marked or signed for angle parking, the driver of a vehicle must park such vehicle at the angle to the curb indicated by such marks or signs and parallel to and between such marks, with the front wheels not less than 30 centimetres from the curb, or any part of the vehicle at a greater distance than 5 metres from the curb.

511. No person shall park a vehicle in a parking space marked for angle parking where the length of such vehicle and any Trailer attached thereto exceeds 5 metres.

512. No person shall back a vehicle into a parking space marked for angle parking.

**Leaving Parked Vehicle**

513. Every vehicle shall be equipped with a lock or other device to prevent unauthorized use of the vehicle.
514. No person having control or charge of a vehicle shall permit it to stand unattended without:

514.1 stopping the engine and locking the vehicle in a secure manner to prevent its unauthorized use; and

514.2 when standing upon any perceptible grade, without turning the front wheels to the curb or side of the Roadway.

**Passenger Zones, Commercial Loading Zones and Loading Zones**

515. Every Passenger Zone, Commercial Loading Zone and Loading Zone authorized by a bylaw or an order under a bylaw and established for the purpose of loading and unloading persons, materials or goods, and existing prior to adoption of this Bylaw, is authorized.

516. The Municipal Engineer may, by causing Traffic Control Devices to be placed or erected on any portion of a Highway, establish the designated portion of that Highway as a Loading Zone, Passenger Zone, or Commercial Loading Zone, and designate the area and define the rights, duties and obligations of traffic with respect to that Loading Zone, Passenger Zone, or Commercial Loading Zone.

517. No person may stop, stand or park a vehicle in a Passenger Zone, except for a passenger vehicle for a maximum of five minutes while loading or unloading persons.

518. No person shall stop, stand or park a vehicle in a Loading Zone except for the purpose of loading or unloading passengers, goods or materials, and no person shall stop, stand or park a vehicle in a Loading Zone for longer than the maximum period indicated on any Traffic Control Device, or in the absence of such posted time limit, for longer than five minutes for the loading or unloading of passengers or 30 minutes for the loading or unloading of goods or materials.

519. No person shall stop, stand or park a vehicle other than a Commercial Vehicle in a Commercial Loading Zone.

520. No person shall stop, stand or park a vehicle in a Commercial Loading Zone except for the purpose of loading or unloading goods or materials, and no person shall stop, stand or park a vehicle in a Loading Zone for longer than the maximum period indicated on any Traffic Control Device, or in the absence of such posted time limit, for longer than 30 minutes.

**Person with a Disability Parking**

521. The Municipal Engineer may make orders for the designation of Disabled Zones and may rescind, revoke, amend and vary such orders.

522. Council designates the Social Planning and Research Council of British Columbia as the organization responsible for issuing and cancelling Disability Parking Permits pursuant to the Regulations.

523. An application for a Disability Parking Permit may be made by or on behalf of a Person with a Disability to the Social Planning and Research Council of British Columbia.

524. All Disabled Parking Zones existing on the date of adoption of this bylaw are deemed to be authorized Disabled Zones established under this bylaw.
525. No person shall stop, stand or park a vehicle in a Disabled Parking Zone that does not display a valid Disability Parking Permit or a permit of a similar nature issued by another jurisdiction.

526. No person shall stop, stand or park a vehicle in a Disabled Zone that displays a valid Disability Parking Permit unless the vehicle is stopped, left standing or parked for the purpose of transporting a Person with a Disability.

**Resident Parking Permits**

527. All Resident Parking Zones existing on the date of adoption of this bylaw are deemed to be authorized Resident Parking Zones established under this bylaw.

528. The Municipal Engineer may: a) subject to Council approval, make orders for the designation of Resident Parking Zones; b) make orders for the form of application for Resident Parking Permits, fees payable for Resident Parking Permits and Resident Guest Passes, the form of Resident Parking Permits and Resident Guest Passes and the terms and conditions of Resident Parking Permits and Resident Guest Passes, and may rescind, revoke, amend and vary such orders.

529. Applications for Resident Parking Permits may be made only by individuals who permanently reside in the dwelling units immediately adjacent to a Resident Parking Zone.

530. Upon receipt of a completed application form and payment of the applicable fees, the Municipal Engineer may issue to the applicant a Resident Parking Permit, provided the applicant meets all of the requirements for a Resident Parking Permit.

531. A person holding a Resident Parking Permit shall affix the Resident Parking Permit to the lower front driver's side windshield of that person's vehicle.

532. No person, being the holder of a Resident Parking Permit, shall transfer or allow the use of the Resident Parking Permit by any other person.

533. Where a Resident Parking Zone allows for the issuance of a Resident Guest Pass, an applicant for a Resident Parking Permit may apply for a Resident Guest Pass for use by that person's guests.

534. A person using a Resident Guest Pass shall place the Resident Guest Pass on the driver's side of the front dashboard of that person's vehicle at all times while parked in a Resident Parking Zone.

535. No person shall park in a Resident Parking Zone:

535.1 a vehicle that does not display in the manner required a valid Resident Parking Permit or Resident Guest Pass for that Resident Parking Zone; or

535.2 a vehicle displaying a valid Resident Parking Permit which is not a vehicle owned or possessed by the applicant for that Resident Parking Permit.

**Exemptions**

536. This Part shall not apply to any emergency vehicle while attending at an emergency call, but this exemption shall not excuse the driver of any such vehicle from exercising due and proper care for the safety of other traffic.

537. This Part shall not apply to:

537.1 vehicles of the Province or the District or their contractors;

537.2 vehicles of public transit supervisors, a public utility corporation or their contractors; and

537.3 tow trucks.
while the operators of such vehicles are actively and visibly engaged in work requiring the vehicles to be stopped or parked in contravention of any of such provisions, or are parked on a stand-by basis for the purpose of being available for emergency use; and

537.4 residential moving trucks or delivery vehicles actively and visibly engaged in loading or unloading.

Transportation Network Services

538. The Municipal Engineer may establish and designate Geo-fenced Areas and regulate and control the operation of Transportation Network Services within any Geo-fenced Area, including the regulation or prohibition of stopping and loading by any Transportation Network Services provider within a Geo-fenced Area.

539. Except for Accessible Passenger Directed Vehicles, a Transportation Network Services provider must not cause, allow, or permit any Passenger Directed Vehicles being operated under the licence issued to them under the Passenger Transportation Act to stop to pick up or drop off any passengers on any Highway within the District of North Vancouver on Weekdays between the hours of 7:00 a.m. and 9:00 a.m. or the hours of 2:00 p.m. and 6:00 p.m. unless they hold a valid Congestion and Curbside Management Permit, in which case the Passenger Directed Vehicles may stop at any place where stopping is permitted at such times for the purposes of picking up or dropping off passengers.

540. The Municipal Engineer may issue a Congestion and Curbside Management Permit to a Transportation Network Services provider for the fee set out in the Fees and Charges Bylaw 6481, 1992, as amended from time to time, which fee may vary among vehicle types, and which fee shall be payable monthly at the end of each month in a manner satisfactory to the Municipal Engineer. No permit shall be required for Accessible Passenger Directed Vehicles used by a Transportation Network Services provider.

Part 6 – General Regulations

Enforcement Officers

601. All Enforcement Officers are authorized to do all things necessary to control traffic in pursuance of this bylaw at all times and to ensure that the requirements of this bylaw are being carried out.

602. All Enforcement Officers are authorized to direct traffic as the Enforcement Officer reasonably considers necessary:

602.1 to ensure the orderly movement of traffic;

602.2 prevent injury or damage to persons or property; and

602.3 permit proper action in any emergency.

603. No person shall refuse to comply with any lawful direction of any Enforcement Officer.

604. No person shall hinder, delay or obstruct in any manner, directly or indirectly, an Enforcement Officer carrying out duties in accordance with this bylaw.

Emergency Vehicles and Fire Hoses

605. A driver, other than that of an emergency vehicle, must not follow fire apparatus closer than 150 metres or drive or park within 150 metres of the place on the same Highway on which fire apparatus has stopped in answer to a fire alarm, and, unless he or she has received consent of the fire department official in command or an Enforcement Officer, a person must not drive a vehicle over an unprotected
hose of a fire department when laid down on a Highway Boulevard Crossing or Driveway at a fire or an alarm of fire.

**Speed Limits**

606. No person shall operate a vehicle upon a Lane within the District at a greater rate of speed than 20 kilometres per hour.

607. No person shall operate a vehicle upon a Highway within the District at a greater rate of speed than 50 kilometres per hour, except where otherwise indicated by a Traffic Control Device.

608. The Municipal Engineer may by order establish school, playground and Park zones and order the placing of Traffic Control Devices to indicate such zones, and:

608.1 Every person driving between the hours of 8.00 a.m. and 5.00 p.m. on a day school is regularly held, a vehicle on a Highway where signs are displayed stating a speed limit of 30 kilometres per hour or on which the numerals “30” are prominently shown, must drive at a rate of speed not exceeding 30 kilometres per hour while approaching, passing or in the vicinity, as indicated by the signs, of the school to which the signs relate.

608.2 Every person driving a vehicle on a Highway must drive the vehicle at a rate of speed not exceeding 30 kilometres per hour when approaching or passing, between dawn and dusk, a public playground for children or a public Park where signs are displayed stating a speed limit of 30 kilometres per hour, or on which the numerals “30” are prominently shown.

609. Where a sign has been erected or placed on a Highway limiting the rate of speed of vehicles driven or operated on that Highway or portion of Highway, a person shall not drive or operate a vehicle on that portion of the Highway at a greater rate of speed than that indicated on the sign.

**Animals**

610. No person shall drive or herd any animal on any Highway in the District, unless such animal is at all times under the control of that person and does not interfere with vehicular traffic, except an Enforcement Officer in the discharge of their duty.

611. All persons with an animal in their care, custody or control on a Highway shall immediately pick-up and remove from the Highway all faeces of such animal deposited on a Highway.

612. No person shall ride, drive or lead a horse on any Highway between dusk and dawn.

**Driving on Sidewalk**

613. The driver of any vehicle shall not drive such vehicle upon any sidewalk or boulevard except on a boulevard crossing provided for such purposes.

**Stop When Traffic Obstructed**

614. No driver of a vehicle shall enter an intersection or crosswalk unless there is sufficient space on the other side of the intersection or crosswalk to accommodate the vehicle without obstructing the passage of other vehicles or pedestrians, notwithstanding any traffic control signal indication to proceed.

**Clinging to Moving Vehicle**

615. No person riding any cycle, coaster, skis, roller skates, roller blades, in-line skates, skateboard, scooters, toy motor vehicle or sleigh, shall cling to any vehicle in motion.

**Horn for Warning Only**

616. No person shall sound the horn of a vehicle except when necessary to warn a person or animal of danger.
Roller Skating and Skateboarding

617. No person shall propel, coast, ride or in any other way use Roller Skates or a Skateboard:

617.1 on a sidewalk;

617.2 on any Roadway or Lane unless that person is properly wearing a helmet on his or her head, except if that person is a person for whom the wearing of a helmet would interfere with an essential religious practice;

617.3 on any Roadway or Lane except as near to the right side of the Roadway or Lane as is practicable;

617.4 on any Roadway or Lane that is posted with a speed limit exceeding 50 kilometres per hour;

617.5 on a Roadway or Lane between sunset and sunrise;

617.6 on any Roadway or Lane while being towed by a vehicle, bicycle or animal;

617.7 on any Roadway or Lane in such a manner as to pose a hazard to traffic;

617.8 on any Roadway or Lane in any position other than standing or

617.9 on any Roadway or Lane:

a) without due care and attention; or

b) without reasonable consideration for other persons or vehicles using the Roadway or Lane.

Refuse on Highways

618. No person shall throw, drop, deposit, leave, or allow to fall from or out of any vehicle or conveyance, any bottle, glass, crockery, nails, wood, sawdust, cigarettes, or refuse, or any other object or material, on or upon any Highway, and any person who has thrown, dropped, deposited or left any such object or material shall forthwith remove the same from such Highway.

Chattels on Highway

619. No person shall place or store any material, object, container or Structure on any Highway, except as permitted by bylaw of the District.

Shopping Cart on Highway

620. No person shall allow a shopping cart owned by that person or provided for use by that person in the operation of a retail business to be or remain on a Highway or in a public place, other than within a parking lot used or designated for use by the retail business to which that shopping cart relates.

Accumulations on Highway

621. No person shall allow any earth, rock, stones, trees, logs, stumps or other substances or materials to cave, fall, crumble, slide, accumulate or to be otherwise deposited on any Highway, except as permitted by bylaw of the District.

Defacing Highway

622. No person shall mark, imprint or otherwise deface any Highway.
Selling on a Highway
623. No person shall use or occupy any Highway for the purpose of selling or displaying any goods or wares, including without limitation any flowers, fruit, vegetables, seafood, commodity, article or other thing.

Funeral or Authorized Procession
624. No driver of a vehicle shall drive between the vehicles comprising a funeral or authorized Procession while it is in motion, except at intersections where traffic is being controlled by an Enforcement Officer.

625. Funeral processions shall be identified as such by each vehicle therein having its headlights and rear lights illuminated or by the display of a pennant or other identifying insignia.

Action at Scene of Accident
626. Any person in charge of a vehicle involved in an accident on any Highway shall take immediate and reasonable precautions to safeguard traffic, which precautions shall include the removal of any damaged vehicles from the line of traffic.

Processions
627. No person shall take part in any Procession unless a Highway Use Permit for that Procession has been issued by the Municipal Engineer.

628. No pedestrians or driver of a vehicle shall interfere with a Procession lawfully in progress, except to comply with a Traffic Control Device or the directions of an Enforcement Officer.

Removal of Snow and Ice From Sidewalk
629. The Owner or occupier of an industrial, commercial or multifamily property shall remove any accumulation of snow or ice from the sidewalks and footpaths bordering the real property within 24 hours after the cessation of any snowfall that caused any accumulation of snow or ice on any sidewalk, or prior to the depth of snow accumulation exceeding 10 centimetres.

Boulevard Maintenance
630. Every owner of property must keep the Boulevard adjacent to such property, including any Sidewalk, in a tidy condition, including by removing Rubbish, debris, materials, or Noxious Weeds, keeping grass or weeds on the Boulevard trimmed to a height of not more than 30cm, and keeping landscaping trimmed so that it does not interfere with pedestrian safety or District signage or encroach into or over Sidewalks, Cycle Paths, or Roadways;

630A. A property Owner must remove or mitigate any landscaping or conditions on the Boulevard adjacent to such person's property which, in the opinion of the Municipal Engineer, pose a hazard to public safety or obstruct or interfere with public use of the Boulevard or which are a violation of this or any other District bylaw.

630B. Whenever a person is in default of doing any matter or thing required to be done under this bylaw, the District, through its employees or agents, may do what is required to be done, at the expense of the person in default. The District may recover all costs of completing such work, with interest at the rate applicable thereto, in the same manner as it may recover municipal taxes.

Spills
631. No person shall cause or permit any substance or material to blow, drop, spill, fall, flow or drift from adjacent land, or from a vehicle, onto any Highway. In the event any substance or material is deposited onto a Highway contrary to this section, the Owner or occupier of the adjacent land or the vehicle, as the case may be, shall take such immediate steps as may be necessary to remove the material from the Highway, and to clean the Highway and repair any damage caused to the Highway, at that person's sole cost and expense.
Part 7 – Highway Use Regulations

701. Intentionally deleted.

702. No person shall:

(a) undertake or permit to be undertaken any work in, on, over or under a Highway, or leave any obstruction or works in, on, over or under a Highway;

(b) use or permit to be used a Highway in a manner, or otherwise engage in any conduct which the Municipal Engineer in his or her discretion determines does or may impede or interfere with pedestrian, bicycle or vehicular traffic on a Highway or parking on Highway;

without a valid and subsisting Highway Use Permit issued by the District pursuant to this Bylaw.

703. The holder of a Highway Use Permit must comply with each and every term and condition contained therein and with the terms, conditions and restrictions in any Traffic Management Plan(s) attached thereto or incorporated therein.

704. The Municipal Engineer is authorized to issue Highway Use Permits to permit temporary use and occupation of a Highway including:

704.1 the placement and maintenance of fixtures and chattels on the Highway required in conjunction with works taking place on the Boulevard or property adjacent to the Boulevard;

704.2 the closure or obstruction of all or a portion of a Highway, including but not limited to occupation of a portion of a Highway by vehicles, equipment, or other items, including Waste Disposal Bins, to facilitate works on property adjacent to the Highway;

704.3 construction of works relating to public or private utilities; and

704.4 special events, including block parties, parades, Processions, movie filming and related signage.

For greater certainty, this section 704 does not authorize the Municipal Engineer to issue a Highway Use Permit in relation to works described in section 725, unless the District has issued a Highway Encroachment Agreement for such works.

Application for Highway Use Permit

705. The Municipal Engineer may make orders respecting the application for and issuance of Highway Use Permits, including the circumstances under which such permits will be issued, the form of application, the form of permits and the terms and conditions of such permits, all in accordance with this bylaw. Without limitation, the Municipal Engineer may require, as part of any application for a Highway Use Permit:

705.1 provision of satisfactory plans and specifications of any work to be undertaken on, over or under a Highway;
705.2 provision of a Traffic Management Plan satisfactory to the Municipal Engineer, including position and type of Traffic Control Devices; 7591, 8100

705.3 provision of a site safety plan satisfactory to the Municipal Engineer; 8100

705.4 a deposit with the District of a sum of money as security in an amount and in a form determined by the Municipal Engineer:

705.4.1 to ensure that any obligations imposed by a Highway Use Permit are fulfilled and completed within the time specified in the Highway Use Permit; 8100

705.4.2 to cover the cost of repairing any potential damage to the Highway, or any installations therein or thereon, by reason of the things to be done pursuant to the Highway Use Permit;

705.4.3 to pay any fees payable under sections 706A and 706B of this bylaw. 8100

705.5 payment of an inspection fee, or the actual cost incurred by the District for administration and inspection in connection with the Highway Use Permit, whichever is greater. 8100

706. The Municipal Engineer is authorized to revoke or amend a Highway Use Permit at any time where considered necessary or desirable by the Municipal Engineer. 7798, 7960, 8100

706A. For use or occupation of a portion of a Highway which has been designated as a no stopping zone or which is, in the opinion of the Municipal Engineer, necessary for the movement of vehicle or pedestrian traffic, the applicant for a Highway Use Permit must pay the Special Highway Use Permit Fee for each 12 hours or part thereof of occupancy, except that where the Municipal Engineer is satisfied that a portion of such Highway has, for any 12-hour period, a sufficiently low volume of traffic to warrant relaxation of the stopping prohibition, the Municipal Engineer may permit temporary occupancy of a portion of such Highway during that 12-hour period and in accordance with the terms and conditions of a Highway Use Permit and the fee set out in this clause shall not apply. 8100

706B. The Highway Use Permit fee and Special Highway Use Permit fee are prescribed in Schedule “F” of the Fees and Charges Bylaw 6481. The Special Highway Use Permit fees are in addition to any fees payable for a Highway Use Permit pursuant to any other section of this bylaw. 8100

706C. Any fees payable in respect of a Highway Use Permit may be deducted from the security deposit collected pursuant to section 705.4 or from any other deposit that the holder of the Highway Use Permit may have provided to the District to secure payment of said fees. 8100

Mail and Newspaper Boxes

707. The Municipal Engineer may authorize by permit the placement of mail boxes and newspaper boxes, which may only be placed on a Highway with the approval of the Municipal Engineer and only as follows:

707.1 no less than 9 metres from the lateral lines of an intersecting Roadway;

707.2 at the back edge of a sidewalk leaving at least 1.5 metres of sidewalk clearance, or, where no sidewalk, at the back edge of the Boulevard;
707.3 no less than 1 metre from wheelchair access pads and bus stop pad areas;
707.4 not adjacent to Roadways designated as no stopping zones;
707.5 the Municipal Engineer may at any time require the relocation of a box for safety or highway use reasons; and
707.6 the Municipal Engineer may, after informing the owner, relocate a Newspaper Box to another location if the space is required for any other purpose.

708. The placement of Newspaper Boxes on a Highway in accordance with section 707 is limited as follows:

708.1 Newspaper Boxes must not exceed the following dimensions:
   (a) width: 610 mm
   (b) depth: 280 mm
   (c) height: 1088 mm

708.2 a maximum of two Newspaper Boxes per Block Face may be approved;
708.3 Newspaper Boxes must only be used for distribution of a publication and past editions must be removed from the box upon the release of each new edition;
708.4 a publication may not have more than one newspaper box per Block Face; and
708.5 Newspaper Boxes must not bear any third party advertising, except with the written consent of the Municipal Engineer.

709. Where more than one applicant seeks approval to place a Newspaper Box at a particular location, preference will be given to the applicant that does not already have a box in that block and if none of the applicants has a box in that block, the matter will be determined by lottery.

710. A permit authorizing the placement of a Newspaper Box on a Highway is valid for one year and may be renewed on or before January 1 each year.

711. Upon applying for a Newspaper Box permit and or any renewal of such a permit, the owner must provide the District with an inventory of Newspaper Box locations and any boxes not reported on the inventory may be removed and a fine imposed in accordance with Part 12 of this bylaw and Schedule “F” of the District of North Vancouver Fees and Charges Bylaw 6481.

712. Where a Newspaper Box has not had publications deposited or removed or is in a state of mechanical disrepair for more than 30 days, the District may revoke the permit and remove the box at the owner’s expense in accordance with Part 12 of this bylaw and Schedule “F” of the District of North Vancouver Fees and Charges Bylaw 6481.

713. If the holder of a permit is in breach of any provisions of sections 707 through 712 of this bylaw, the Municipal Engineer may suspend, revoke or refuse to renew the permit and remove the box.
at the owner’s expense in accordance with Part 12 of this bylaw and Schedule “F” of the District of North Vancouver Fees and Charges Bylaw 6481.

7591, 7798, 7960

Permitted Installations

714. An Owner or occupier of real property may on the Boulevard immediately adjacent to that real property:

714.1 Repair and replace an existing Access Improvement, provided that:

714.1.1 the Access Improvement is the subject of a previous permit or other valid and subsisting approval issued by the District;

714.1.2 the repair or replacement does not increase the width or height of the Access Improvement;

714.1.3 the proposed repair or replacement complies with all requirements for that Access Improvement set out in the Development Servicing Bylaw No. 7388; and

714.1.4 the proposed repair or replacement meets all of the conditions in sections 718.1 and 718.4.

714.1.5 the proposed repair or replacement is not constructed within 1.5 metres of an above ground or below ground utility or other Structure;

714.1.6 the proposed repair or replacement complies with all District requirements for that retaining wall as set out in the Development Servicing Bylaw No. 7388; and

714.1.7 the proposed repair or replacement meets all of the conditions in sections 718.2 and 718.4.

714.2 Place bark mulch, gravel rock or similar natural and pervious material provided that the material is placed to a total thickness of no more than 10 centimetres, does not change the existing grade and the material must be placed in such a manner so as to prevent it from migrating to the Roadway.

7591

Permitted Planting

715. An Owner or occupier of real property may, on the Boulevard or on the Unopened Road Allowance immediately adjacent to that real property, plant a bush or shrub, ornamental planting or grass or groundcover or any combination thereof, that when fully grown in its natural state:

715.1 is not likely to have a height in excess of 0.9 metres;

715.2 will comply with all District bylaws;
715.3 except in the case of grass or groundcover, is located at least 1.5 metres from any edge of travel lane, curb face, or back of sidewalk; whichever is farthest away from the road travel lane edge;

715.4 is not likely to partially or wholly obstruct access to pedestrians;

715.5 will not prevent or inhibit the safe use of the Highway by vehicular or cycle traffic;

715.6 will not obstruct sightlines required for clear visibility of traffic approaching any intersection, Driveway or walkway, as determined by the Municipal Engineer, such that an eye 0.9 metres above the surface elevation of one Highway cannot see an object 0.9 metres above the surface elevation of the adjoining Highway;

715.7 will not bury, damage, obstruct access to, unduly expose, or interfere with any public utility or service in, on or over the Highway;

715.8 is a plant species indigenous to the BC Southern Coastal area where the proposed planting is on a slope greater than 3:1 or is within 30 metres of the high water mark of a creek or any other body of water; and

715.9 will meet all of the conditions in sections 718.3 and 718.4.

**Prohibitions**

716. Except as set out in sections 406, 707-715, and 742 no person shall undertake any construction or planting on a Highway without a Highway Construction and Planting Permit or other District approval. Without limiting the generality of the foregoing, no person shall:

716.1 construct any Structure on a Highway, including without limitation, any fence, planter box or Stacked Rock Wall, or install any Highway furnishings including ornamental lighting and benches;

716.2 install any impervious hard surface on a Highway;

716.3 place a berm or fill on a Highway which alters natural grade;

716.4 erect any signage on a Highway;

716.5 plant a bush, shrub, ornamental planting or ground cover likely to have a height in excess of 0.9 metre in a Highway;

716.6 plant a tree or a hedge in a Highway; or

716.7 construct an Access Improvement on a Highway.

**Application for Highway Construction and Planting Permit**

717. An Owner who wishes to obtain a Highway Construction and Planting Permit shall apply in writing to the Municipal Engineer. The application shall include:

717.1 a description of the nature, extent and purpose of the proposed construction or planting, as the case may be;

717.2 a plan satisfactory to the Municipal Engineer showing the details of the proposed construction or planting;
717.3 details respecting the manner in which the proposed construction or planting will be undertaken, including the details of construction and maintenance, as applicable, to ensure the preservation and continued safe use of the Highway for municipal purposes;

717.4 the application and applicable permit fee as prescribed in Schedule “F” of the District of North Vancouver Fees and Charges Bylaw 6481.

7798, 7960

717.5 such further information and material as may be required by the Municipal Engineer to ensure compliance with the terms and conditions of this bylaw.

718. The Municipal Engineer shall consider all applications for Highway Construction and Planting Permits and, subject to compliance with the terms and conditions of this Part, and subject to the conditions set out in this Section, may, in his or her discretion, issue a Highway Construction and Planting Permit, impose conditions and restrictions on the issuance of a Highway Construction and Planting Permit and make orders respecting the application for and issuance of Highway Construction and Planting Permits, including the circumstances under which such permits will be issued, the form of application, the form of permits and the terms and conditions of such permits, all in accordance with this bylaw. The issuance of a Highway Construction and Planting Permit, in addition to any terms and condition imposed by the Municipal Engineer, will be subject to the following:

718.1 in the case of proposed Access Improvements:

718.1.1 the proposed Boulevard Crossing is not constructed within 1.5 metres of an above ground utility or other Structure;

718.1.2 the placement of the proposed Boulevard Crossing will not obstruct clear visibility, as determined by the Municipal Engineer, such that an eye 0.9 metres above the surface elevation of the Driveway can see an object 0.9 metres above the surface elevation of the adjoining Highway; and

718.1.3 the proposed Access Improvement complies with all requirements for that Access Improvement set out in the Development Servicing Bylaw No. 7388.

718.2 in the case of a proposed retaining wall:

718.2.1 the retaining wall is necessary to provide stability to existing or altered slopes, to control potential erosion, to protect works or services, to provide access to works or services, to retain other land or Structures or to control surface drainage;

718.2.2 the retaining wall cannot be placed on the adjacent real property due to topographical constraints;

718.2.3 the retaining wall complies with all applicable requirements set out in the Development Servicing Bylaw No. 7388; and

718.2.4 where the retaining wall extends into private property, the retaining wall complies with all requirements set out in the Zoning Bylaw No. 3210.

718.3 in the case of a proposed tree or planting likely to exceed 0.9 metre in height:

718.3.1 any tree or planting is located at least 1.5 metres from any edge of travel lane, curb face, or back of sidewalk, whichever is farthest away from the road travel lane edge;
the tree or planting is located at least 0.75 metre from all underground utilities;

a deciduous tree has a minimum Calliper of 5 centimetres and a coniferous tree has a minimum height of 1 metre at the time of planting;

the tree is of a species appropriate for a Highway as determined by the District;

the tree is planted in accordance with British Columbia Society of Landscape Architects and British Columbia Landscape and Nursery Association Standards; and

the tree is planted in accordance with the Development Servicing Bylaw No. 7388.

in all cases the proposed construction or planting:

is not hazardous and does not impede pedestrian or vehicle traffic;

does not obstruct sight lines necessary for traffic safety;

does not bury, damage, obstruct access to or unduly expose any public utility or service in, over or under the Highway;

does not impair or divert drainage patterns; and

meets all other requirements as set out in this bylaw.

The Municipal Engineer may at any time revoke or amend a Highway Construction and Planting Permit where considered necessary or desirable by the Municipal Engineer.

A Highway Construction and Planting Permit will not be issued for any work that the Municipal Engineer considers would cause a nuisance on, obstruct, foul or damage any part of Highway.

A Highway Construction and Planting Permit will not be issued for any work resulting in or associated with a Structure on a Highway to which section 725 applies unless the applicant has a valid and subsisting Highway Encroachment Agreement for the Structure.

All Highway Construction and Planting Permits are subject to the conditions set out in this bylaw and all holders of Highway Construction and Planting Permits shall conform strictly to the conditions in this bylaw and to all conditions set out in the Highway Construction and Planting Permit. No Highway and Construction Planting Permit shall be issued to a person other than the registered Owner of the real property adjacent to the Highway or the Owner’s authorized agent.

An Owner shall, before undertaking any work pursuant to a Highway Construction and Planting Permit, obtain all required permits and approvals under this and all other applicable bylaws of the District.

An Owner shall keep all works undertaken pursuant to a Highway Construction and Planting Permit in good and sufficient repair to the satisfaction of the District. In the event that an Owner fails or neglects to keep such works in good and sufficient repair, the District may make such repairs or effect a removal of the works and restoration of the Highway and the Owner shall pay all costs incurred by the District in undertaking such work.
Highway Encroachment Agreements

725. A Highway Construction and Planting Permit shall not be issued for or in relation to a building, deck, garage, carport, swimming pool, awning, canopy or any other fixture on land unless the applicant has a valid Highway Encroachment Agreement issued by the District for it. Without limiting the generality of the foregoing, a Highway Encroachment Agreement is not required for a retaining wall that does not exceed 1.2 meters in height, an Access Improvement, a mail or newspaper box, a fence or a hedge provided that the fence or the hedge does not have the effect of substantially enclosing all or part of a Highway.

726. The Municipal Engineer is authorized to make and execute Highway Encroachment Agreements on behalf of the District in the form approved by the Municipal Engineer.

727. Highway Encroachment Agreements will not be considered for any Structure that the Municipal Engineer considers would cause a nuisance on, obstruct, foul or damage any part of a Highway.

Injury to Boulevards and Unopened Road Allowances

728. No person shall willfully damage, harm or cause injury to any tree, shrub, plant, bush, hedge, ornamental planting, fence or Highway lighting in a Boulevard or an Unopened Road Allowance.

729. No person shall cut down or prune any tree on any Boulevard or Unopened Road Allowance, except as authorized by the District Environmental Protection and Preservation Bylaw and the Corporate Policy for Tree Work in the District.

730. Intentionally deleted.

Removal of Private Works on a Highway

731. All plantings and improvements undertaken by a person in a Highway shall be undertaken at that person’s sole risk and expense.

732. No person shall permit or undertake any planting or improvements in a Highway so as to interfere with any works of the District or third parties and all such works shall remain unaltered and accessible at all times.

733. A person undertaking plantings or improvements on a Highway is responsible for any damage done to municipal or other works on the Highway.

734. Any planting or improvements made to a Highway by any person may be interfered with or removed by the District at any time, at the District's sole discretion, whether authorized by a Highway Construction and Planting Permit or otherwise.

735. The District is not liable to any person for any alteration, removal or restoration of the Highway to its condition prior to any interference or removal by the District.

736. The District may at any time:

736.1 require by notice in writing that the Owner of real property adjacent to a Highway remove all planting and improvements installed by that Owner within two weeks of such notice; and

736.2 remove any planting and improvements to the Highway undertaken by an Owner and restore the Highway as the District determines appropriate in the circumstances.

737. Upon completion of any work by the District in a Highway, an Owner may replace any removed plant and landscaping material in compliance with this bylaw.
738. No person shall interfere with, or attempt to interfere with, any action taken by the District under this Part.

Outdoor Customer Service Areas

739. An Owner or occupier of a restaurant or retail food service premises or liquor licensed establishment may apply in writing to the Municipal Engineer for an Outdoor Customer Service Area Permit to allow the use of a portion of the Boulevard adjacent to that premises as an Outdoor Customer Service Area. The application shall include:

739.1 a description of the nature, extent and purpose of the proposed Outdoor Customer Service Area;

739.2 plans respecting the proposed use and placement of tables and chairs on the Boulevard;

739.3 the application and applicable permit fee as prescribed in Schedule “F” of the District of North Vancouver Fees and Charges Bylaw 6481;

739.4 proof satisfactory to the Municipal Engineer of insurance in respect of the Outdoor Customer Service Area on the following terms:

739.4.1 an all-risk comprehensive general liability policy in an amount stipulated by the Municipal Engineer, and in no event less than $2,000,000 per occurrence;

739.4.2 the policy shall name the District as an additional named insured; and

739.4.3 the policy shall provide for 30 days’ notice to the District by the insurer in case of material change or termination; and

739.5 such further information and material as may be required by the Municipal Engineer to ensure compliance with the terms and conditions of this bylaw.

740. The Municipal Engineer shall consider all applications for Outdoor Customer Service Area Permits and, subject to compliance with the terms and conditions of this Part, may issue an Outdoor Customer Service Area Permit where:

740.1 the applicant meets all requirements for the Outdoor Customer Service Area as set out in the District Zoning Bylaw;

740.2 the proposed Outdoor Customer Service Area Permit does not interfere with vehicular traffic or access to and from any premises;

740.3 the proposed Outdoor Customer Service Area permits at least 2.0 metres of sidewalk for pedestrian traffic;

740.4 all furniture and other improvements used by the applicant in the Outdoor Customer Service Area is capable of being removed on 24 hours’ notice; and

740.5 no improvements are being affixed to the Highway.

741. All Outdoor Customer Service Area Permits are subject to the conditions set out in this bylaw and all holders of an Outdoor Customer Service Area Permit shall conform strictly to the conditions in this bylaw and to all terms and conditions set out in the Outdoor Customer Service Area Permit.
Election campaign signs

742. Any person may place an election campaign sign on a Highway for the purpose of promoting a candidate or political party for election to public office.

Election campaign signs:

742.1 are prohibited on Highway Medians;
742.2 are prohibited on or in front of District flower or shrub beds;
742.3 are prohibited on a Highway within 100 metres of the District Municipal Hall;
742.4 for Local Government and School District Elections must not be posted more than 21 days prior to Voting Day;
742.5 must be removed within 8 days following Voting Day; and
742.6 that are placed in a prohibited area may be removed by an Enforcement Officer.

Part 8 – Vehicle Weight, Loads, Dimensions

Tires and Types of Vehicles

801. No person shall operate any vehicle on any Highway in the District having solid rubber tires with a tire thickness of less than 3 centimetres between the rim of the wheel and the outer surface of the tire.

802. Except for commercial vehicles engaged in the construction of a Highway construction project, no person shall operate any vehicle upon any Highway in the District having wheels, tires, or tracks constructed or equipped with projecting spikes, cleats, ribs, clamps, flanges, lugs or other attachments or projections which extend beyond the tread or traction surface of the wheel, tire or track, except:

802.1 tire chains of reasonable proportions, where required for safety from October 1 through April 30; or
802.2 tire studs that do not protrude more than 3 mm from the tread or traction surface of a tire may be used between October 1 and April 30, provided:

802.2.1 there are not more than a total of 130 studs where a vehicle has a gross weight of not more than 5 tonnes, or 175 studs where the vehicle has a gross weight of more than 5 tonnes; and
802.2.2 no studs may be used on the front tires of a vehicle unless each rear wheel has at least one studded tire.

803. No person shall, except as authorized by an Oversize/Overweight Permit issued in accordance with this Part, drive or operate on any Highway:

803.1 a combination of vehicles consisting of more than two vehicles;
803.2 a vehicle or combination of vehicles loaded such that the load extends more than one metre beyond the front wheels of the vehicle, or, if equipped with a front bumper, more than one metre beyond the front bumper;
803.3 a vehicle or combination of vehicles the load of which extends more than 2 metres beyond the back of the vehicle or combination of vehicles; or
a vehicle loaded such that any part of the load extends beyond the sides of the vehicle.

804. The gross weight of any tandem Axles and the gross weight of any group of Axles shall be the sum of the gross Axle weights of all the Axles comprising the tandem Axles or the group of Axles, as the case may be.

805. The gross weight of any vehicle or combination of vehicles shall be the sum of the individual gross Axle weights of all Axles of the vehicle or combination of vehicles.

**Weighing and Inspection of Vehicles**

806. Any person driving or operating a vehicle on any Highway, when so directed by an Enforcement Officer, shall:

806.1 stop the vehicle at the time and place specified by such Enforcement Officer for the purpose of weighing the whole or part thereof by means of stationary or portable scales, measuring the dimensions of the vehicle and load, measuring and inspecting the tires thereon, inspecting the load carried, or for any purpose under this bylaw, the Regulations, or the Commercial Transport Act;

806.2 drive the vehicle to the nearest public scales for the purpose of weighing such vehicle; and

806.3 rearrange the load upon the vehicle or remove the whole or any part of the load from the vehicle as may be necessary to comply with the provisions of this bylaw before continuing to drive or operate such vehicle.

**Securement of Vehicle Loads**

807. Sections 808 to 818 of this bylaw shall:

807.1 apply to all commercial vehicles except a commercial vehicle engaged in Highway construction, other than a paving project, and operating within the limits of a Highway construction project as established by the Municipal Engineer;

807.2 not apply to an implement of husbandry as defined in the Motor Vehicle Act; and

807.3 not prohibit dropping sand from a vehicle to secure traction, or water or another substance to maintain or clean a Roadway.

**Load Secured on Vehicles**

808. No person shall operate a vehicle on a Highway while the vehicle is carrying a load unless the vehicle is constructed and loaded in a way that ensures that none of its load will:

808.1 escape from the vehicle; or

808.2 affect the operation of the vehicle by shifting or swaying.

**Methods of Load Securement**

809. Subject to section 808, no person shall drive or operate a commercial vehicle on a Highway while the vehicle is carrying a load unless the load is secured:

809.1 by sides, sideboards or side stakes and a rear end gate, end board or end stakes that:

809.1.1 are securely attached to the vehicle;

809.1.2 are sufficiently strong and high to ensure that the load will not shift upon or fall from the vehicle; and

809.1.3 have no aperture large enough to permit any load to pass through; or
809.2 where the load length falls within a load length category set out in Column 1 of the table as set out below, by the number of tie downs set opposite the category in Column 2, and as many additional tie downs as are necessary to secure the load by:

809.2.1 direct contact; or

809.2.2 dunnage that is secured by the tie downs and is in contact with the exterior including topmost load, in a manner that safely holds interior pieces of the load without causing exterior pieces to crush or break up.

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length of load along longitudinal vehicle</td>
<td>Minimum number of tie downs required</td>
</tr>
<tr>
<td>Not over 2.5m</td>
<td>2</td>
</tr>
<tr>
<td>Over 2.5m but not over 7.5m</td>
<td>3</td>
</tr>
<tr>
<td>Over 7.5m but not over 10m</td>
<td>4</td>
</tr>
<tr>
<td>Over 10m but not over 12.5m</td>
<td>5</td>
</tr>
<tr>
<td>Over 12.5m but not over 15m</td>
<td>6</td>
</tr>
</tbody>
</table>

810. An article in a load that is less than 2.5 metres long and less than 1.5 metres high may be secured by one tie down if it is butted against a substantial article or a bulkhead, but if it is not so butted, it must be secured by 2 tie downs and the second one shall be conclusively deemed to be a necessary additional tie down under the requirements of section 809.

Drums

811. No person shall operate a commercial vehicle on a Highway while the vehicle is carrying drums or barrels on end, unless:

811.1 where metal drums or barrels are stacked on end and on other metal drums or barrels, the stacks are separated by dunnage; and

811.2 the vehicle has sides, sideboards, or side stakes, and the drums or barrels are blocked or tied down with hardware adequate to prevent the load from shifting on the vehicle.

Coverage of All Types of Loads

812. No person shall operate a commercial vehicle on a Highway while the vehicle is carrying any type of material if any of the load is likely, if not covered, to bounce, blow or drop from the vehicle in transit, unless:

812.1 the load is covered in a way that prevents any of it from blowing, bouncing or dropping from the vehicle; and

812.2 the cover is securely and tightly fastened so that it is not, and cannot become a hazard.

Load Supported on Rollers

813. No person shall operate a commercial vehicle on a Highway when the load of the vehicle is supported on rollers unless at least one roller is equipped with locks that are fastened in a manner that prevents the load from shifting in transit.

Inter-modal Cargo Containers

814. No person shall operate a commercial vehicle transporting inter-modal cargo containers on a Highway unless the container is secured between the container securement holes and the load-bearing vehicle structure with securement devices fastened tightly and locked so that the container is prevented from moving relative to the vehicle more than 25 mm under an acceleration relative to vehicle of:
814.1 16.5 metre per second per second downward;
814.2 4.9 metre per second per second upward;
814.3 2.9 metre per second per second laterally; and
814.4 17.6 metre per second per second longitudinally.

**Tie Downs**

815. Tie downs must:

815.1 in the aggregate, have a safe working load of more than the weight of the load secured by the tie down;
815.2 be marked directly, or on a tag permanently attached, with the safe working load as warranted by the manufacturer or by a registered professional engineer;
815.3 not be used if worn beyond a wear limitation specified by the manufacturer, or to the extent that they have become unsafe;
815.4 when in use be protected as necessary against abrasion;
815.5 when in use have any load binder handle that forms part of the tie down assembly locked in place and secured by rope, wire or chain; and
815.6 be designed, constructed and maintained so that the driver of a vehicle can tighten them.

816. Where a tie down is not identified in the manner set out section 815, it shall be deemed to be of the lowest grade or classification for its type and size.

817. Section 815.6 does not apply in the case of a tie down that consists of steel, fibre or synthetic strapping, if the strapping is taut when in use.

818. For the purpose of this section, the safe working load of a tie down means the maximum load, repeatedly applied, that the tie down is capable of withstanding with complete safety throughout its normal service life.

**Bulkheads and Cab Protectors**

819. No person shall operate a commercial vehicle on a Highway while the vehicle is carrying a load unless the vehicle is equipped with a bulkhead or cab protector that each meet the requirements of this section, or both in combination, of sufficient strength to prevent penetration or crushing of the driver’s compartment in the event of the load shifting.

820. A bulkhead or cab protector shall extend:

820.1 to 120 centimetres above the floor of the cab of the vehicle; or
820.2 to the height at which the bulkhead or cab protector, or both in combination, blocks forward movement of any part of the load the vehicle is carrying;

and shall be the width of the vehicle or vehicle cab.

821. Sections 819 and 820 do not apply where a person operates a commercial vehicle that is:

821.1 carrying a load in a container where the container is so constructed that it meets the requirements of a bulkhead;
821.2 designed and used exclusively to transport other vehicles, if each vehicle it transports is secured by tie down assemblies as required by section 808 or fastened by a method permitted by section 809; and

821.3 licensed for a gross vehicle weight of 5,500 kilograms or less.

**Heavy Traffic**

822. No person shall operate or allow the presence of a vehicle having a gross vehicle weight of more than 5,000 kilograms on Garden Avenue, West Keith Road and West 17th Street.

823. No person shall operate or allow the presence of a vehicle having a gross vehicle weight of more than 30,000 kilograms on Capilano Road, or on that portion of Lillooet Road north of Mount Seymour Parkway.

824. No person shall operate or allow the presence of a vehicle having a gross vehicle weight of more than 10,000 kilograms southbound on that portion of Mountain Highway from Kirkstone Road to Keith Road and eastbound on Mount Seymour Parkway from Mount Seymour Road to Deep Cove Road.

824A No person shall operate or allow the presence of a passenger vehicle having a gross vehicle weight of more than 8,850 kilograms.

824A.1 on that portion of Deep Cove Road located north of Mount Seymour Parkway; or

824A.2 within the area outlined and cross-hatched in red on the map attached to this bylaw as Schedule D, except with a permit issued by the Municipal Engineer or a duly authorized designate.

825. Notwithstanding sections 822, 823, 824 and 824A, a vehicle with a gross vehicle weight greater than the gross vehicle weights proscribed in those sections:

825.1 that is a public transit vehicle, an emergency vehicle, or is operated by a municipal, regional, provincial or federal government agency may be used or be present on any Highway in the District; and

825.2 may be present on a Highway listed in section 822 where necessary to access a:

825.2.1 loading or unloading destination on a Highway in the District for the purpose of delivering materials to premises and collecting materials from premises;

825.2.2 lawful overnight or longer term parking or vehicle storage space in the District;

825.2.3 repair or maintenance garage in the District; or

825.2.4 Highway construction or maintenance site in the District where that vehicle is engaged.

**No Engine Brakes**

826. Except where a person is unable to safely slow down or stop by other means, no person shall cause any noise or sound by using engine brakes while operating a commercial vehicle on any Highway.
Oversize/Overweight Vehicle Permit

827. The Municipal Engineer may make orders for the application for and issuance of Oversize/Overweight Permits, including the circumstances under which such permits will be issued, the form of application, the fees payable, the form of permit and the terms and conditions of the permits, to allow oversize vehicles or loads or overweight vehicles or loads otherwise prohibited by this Part.

828. Oversize/Overweight Permits shall be carried in the vehicle whenever it is being driven on a Highway and shall be produced to any Enforcement Officer for inspection upon request.

829. An Oversize/Overweight Permit may, in addition to any other limitations imposed by the Municipal Engineer as a condition of the Oversize/Overweight Permit:

829.1 prohibit the driving or operating of any commercial vehicle on any Highway during certain hours;

829.2 specify the maximum rate of speed at which any commercial vehicle may travel;

829.3 require that any commercial vehicle be preceded or followed, or both, by a pilot car in accordance with the regulations of the Commercial Transport Act; and

829.4 require that the commercial vehicle be driven or operated only on specified Highways.

830. No person may, without an Oversize/Overweight Permit, drive or operate on a Highway a vehicle or combination of vehicles exceeding the limits of the dimensions, weights and loads, drive axles, horsepower, or other limits prescribed in the Commercial Transport Act, and any regulations pursuant to the Act.

Part 9 – Transportation of Dangerous Goods

901. No dangerous goods shall be transported within the District except in accordance with this Part.

902. No carrier of dangerous goods shall enter, leave or travel within the District on any Highway within the District other than on those Highways designated as a dangerous goods route on the map attached to this bylaw as Schedule “B”, except that a carrier may for the purposes of obtaining dangerous goods from or delivering dangerous goods to a location off a dangerous goods route or going to or from a permitted vehicle storage location, drive a vehicle by the most direct route to or from the location.

903. No carrier of dangerous goods shall stop within the District except:

903.1 at a permitted vehicle storage location;

903.2 to load or unload dangerous goods;

903.3 in compliance with the directions of an Enforcement Officer;

903.4 due to mechanical failure of the carrier or a vehicle accident involving the carrier; or

903.5 to stop for meals or rest stops, of less than half an hour in duration.

904. This Part does not apply to the transportation of dangerous goods in individual containers of less than 250 kilograms or consumer packaged merchandise transported by a vehicle with a gross vehicle weight of up to 13,600 kilograms.
Part 10 – Pedestrian Regulations

1001. At any intersection where crosswalks are marked, pedestrians shall use such crosswalks in crossing a Highway.

1002. No person shall be on a Highway to solicit a ride, employment, or business from an occupant of a vehicle.

1003. On the approach of an emergency vehicle when a pedestrian is on a Roadway, the pedestrian shall immediately proceed or return to the nearest sidewalk or Boulevard and remain there until that vehicle has passed or stopped.

1004. No person shall form a part of a group of persons congregated on a Highway in such manner as to obstruct the free passage of pedestrians or vehicles, except as authorized by a Highway Use Permit for Processions.

1005. No person shall do anything which causes persons to congregate in a group upon any Highway in such a manner as to unreasonably obstruct the free passage of pedestrians or vehicles, or in such a manner that the persons so congregated might be in danger of injury from traffic.

1006. No person shall engage in any sport, amusement, exercise or occupation on any Highway in a manner that is likely to interfere with or obstruct traffic.

1007. No person shall stand or loiter on any Highway in such a manner as to obstruct or impede or interfere with pedestrian or vehicle traffic.

Part 11 – Cycle Traffic

Duties of Operator of Cycle

1101. A person operating a cycle:

1101.1 shall not ride upon the sidewalk of any Highway or bridge or upon any pedestrian path in any public Park, unless otherwise directed by a Traffic Control Device;

1101.2 shall not, for the purpose of crossing a Highway, ride on a marked crosswalk unless otherwise directed by a Traffic Control Device;

1101.3 shall not leave a cycle on a sidewalk so as to interfere with or obstruct the flow of pedestrian traffic;

1101.4 shall park such cycles on racks or stands placed on the Highway for that purpose, and shall not park a cycle other than on such rack or stand in areas where such rack or stand is located; and

1101.5 shall not ride a cycle on a Highway where a Traffic Control Device prohibits such use.

1102. In addition to the duties imposed by this Part, a person operating a cycle on a Highway has the same rights and duties as the driver of a vehicle.

Part 12 – Impoundment

Impoundment of Vehicles or Chattels

1201. Any chattel, obstruction or vehicle which is standing or parked contrary to any provision of this bylaw or which is otherwise unlawfully occupying a portion of a Highway or public place may be removed, detained and impounded by an Enforcement Officer or the Manager of Purchasing, or by a person acting in accordance with the directions of the District.
1202. With the exception of skateboards which are specifically dealt with in section 1210, Any chattel, obstruction, or vehicle removed, detained or impounded under this bylaw may be recovered by the Owner between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, except holidays, by paying the fees, costs and expenses levied in accordance with this Part to the District’s towing contractor or authorized agent at the time of impoundment at its place of business, or to the District, as the case may be.

1203. If a motor vehicle is removed, detained or impounded and not claimed by its Owner within 48 hours, written notice shall be given by registered mail to the registered Owner at his or her address as shown on the records of the Registrar of Motor Vehicles, advising the Owner of the seizure and impoundment, the sum payable to release the motor vehicle and the date of advertising for sale by public auction if unclaimed.

1204. The Owner of a chattel or obstruction removed, detained or impounded pursuant to this Part shall pay those fees, costs and expenses set out in Schedule “F” of the District of North Vancouver Fees and Charges Bylaw 6481.

1205. The Owner of a vehicle removed, detained or impounded pursuant to this Part shall pay those fees, costs and expenses set by the Municipal Engineer from time to time by order, pursuant to section 403.4.

1206. If a chattel, obstruction or vehicle is removed, detained or impounded, and not claimed by its Owner within 1 month from date of seizure, the chattel, obstruction or vehicle may be sold at public auction at the direction of the Manager of Purchasing.

1207. Notwithstanding any other provision of this bylaw, where in the opinion of the Manager of Purchasing a chattel, obstruction or vehicle removed, detained, or impounded is a perishable article, has an apparent market value of less than $2,000.00 or if its custody involves unreasonable expense or inconvenience, the Manager of Purchasing may decide not to proceed to public auction, and may dispose of the chattel, obstruction or vehicle in any manner in which he or she deems expedient.

1208. Before selling a chattel, obstruction or vehicle at public auction under this Part, the District shall advertise the time and place of the proposed public auction in a newspaper circulating in the District, giving at least 7 days’ notice of such proposed sale, and shall, in cases where a vehicle is intended to be sold and such vehicle is registered with the Registrar of Motor Vehicles, send written notice to the registered Owner of the vehicle at the address shown on the records of the Registrar of Motor Vehicles, advising of the seizure, the sum payable to release the vehicle, and the date of proposed sale by public auction, if unclaimed.

1209. The proceeds of sale by public auction shall be applied first to the cost of the sale, second to the fees, cost and expenses of the District or its towing contractor, and the balance shall be held for the Owner. If the balance remains unclaimed at the end of 1 year from the date of sale, such balance shall be paid into the general revenue of the District.

**Impoundment of Skateboards**

1210. In addition to any other penalty or method of enforcement prescribed by this bylaw, an Enforcement Officer may detain and impound any Skateboard being used by any person in contravention of this bylaw, for a period of 24 hours and such Skateboard may be recovered at the North Vancouver RCMP detachment office located at 147 East 14th Street, North Vancouver between the hours of 8:00 a.m. and 3:00 p.m. Where the owner of an impounded Skateboard is 16 years old or under, he or she must be accompanied by a parent or legal guardian at the time of collecting the Skateboard.

1211. No person shall prevent or attempt to prevent or interfere with the removal, detaining or impounding of any chattel, obstruction or vehicle by the District under this Part.
Part 13 – Stop Work Order

Stop Work Order

1301. Where a person carries out work on or uses a Highway in a manner which fails to comply with the provisions of this bylaw or any permit issued pursuant to this bylaw, an Enforcement Officer may issue a Stop Work Order requiring the person cease the work or use and to remedy the violation within 7 days or such other time period the Enforcement Officer considers reasonable in the circumstances.

1302. Subject to section 1303, a person who has been issued a Stop Work Order pursuant to section 1301 must comply with all of the terms of such Order within the time period specified.

Appeal

1303. A person to whom a Stop Work Order has been issued may, by giving notice in writing to the District Clerk at least 72 hours prior to the expiry of the time given in the Stop Work Order to remedy the violation, appeal to the District Council who will hear and determine the appeal by confirming, amending or rescinding the Stop Work Order.

Default

1304. If the obligations stipulated in a Stop Work Order are not performed by the date specified therein, the District may remove the Structure or thing which is in violation of the Bylaw or perform remedial work as deemed necessary by the Municipal Engineer at the expense of the person defaulting and such costs will constitute a debt due and owing in accordance with section 17 of the Community Charter.

Part 14 – Offences, Penalties and Enforcement

1401. Every person who violates a provision of this Bylaw, or who consents, allows or permits an act or thing to be done in violation of a provision of this Bylaw, or who neglects to or refrains from doing anything required to be done by a provision of this Bylaw, is guilty of an offence and is liable to the penalties imposed under this Bylaw or any other applicable Bylaw of the District, and is guilty of a separate offence each day that a violation continues to exist.

1402. Any person who contravenes any of the provisions of this bylaw commits an offence punishable upon summary conviction and is liable to a fine of not less than $20.00 and not more than $10,000.00, or to imprisonment for not more than six months, or to both. Each day that an offence continues shall constitute a separate offence.

1403. Every person who drives or operates an overloaded vehicle in violation of section 830 is liable to a fine of not less than $100.00 and, in addition, to a penalty of $15.00 per 100kg. or part thereof, of overload.

Multiple Ticketing for Overtime Parking

1404. Where a driver has parked a vehicle in a parking space in violation of the provisions of this bylaw, a separate offence shall be deemed to be committed upon the expiry of each period of time during which the vehicle could have been lawfully parked as indicated by a Traffic Control Device.

Part 15 – General

Severability

1501. If any section or portion of this bylaw is held to be invalid by a decision of a court of competent jurisdiction, such invalid section or provision shall be severed from the remainder of the bylaw and shall not affect the validity of the remaining portions of this bylaw.

Repeal

1502. Street and Traffic Bylaw, No. 5707, and any amendments thereto, are hereby repealed.
Comes into Force

1503. This bylaw comes into force and effect on January 1, 2005 following adoption of this bylaw by the Council of the District.
## SCHEDULE “A”

### BOULEVARD PARKING PERMITS

<table>
<thead>
<tr>
<th>Address</th>
<th>Reason</th>
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<tbody>
<tr>
<td>1226 Silverwood Crescent</td>
<td>DVP for parking approved by Council 2000 08 29</td>
</tr>
</tbody>
</table>
SCHEDULE “B”

MAP OF DANGEROUS GOODS ROUTES

(See next page)
SCHEDULE “C” to Bylaw 7125 (as enacted by Bylaw 7756)

Please see Schedule “F” of the District of North Vancouver Fees and Charges Bylaw 6481

7591, 7701, 7756, 7798, 7960
The District of North Vancouver
REPORT TO COUNCIL

December 10, 2020
File: 08.3060.20/083.18

AUTHOR: Casey Peters, Senior Development Planner

SUBJECT: Bylaws 8455, 8455, 8457, and 8458: Rental Housing Project at 220 Mountain Highway, 1515-1555 Oxford Street

RECOMMENDATION:

THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8455, 2020 (Amendment 41)” is given SECOND and THIRD Readings;

AND THAT “District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)” is given SECOND and THIRD Readings;

AND THAT “Mountain Highway Development Cost Charge Waiver Bylaw 8457, 2020” is given SECOND and THIRD Readings;

AND THAT “Housing Agreement Bylaw 8458, 2020 (220 Mountain Highway)” is given SECOND and THIRD Readings.

BACKGROUND:

Bylaws 8455, 8456, 8457, and 8458 received First Reading on November 2, 2020 and a Public Hearing was held and closed on December 8, 2020. The bylaws are now ready to be considered for Second and Third Readings by Council.

REASON FOR REPORT:

Housing Agreement Bylaw 8458, which authorizes a housing agreement to secure the 134 market rental units and 6 non-market rental units in perpetuity, requires the insertion of “Schedule A” to the Agreement to identify the location of the non-market rental units.
CONCLUSION:

Bylaws 8455, 8456, 8457, and 8458 are now ready to be considered by Council for Second and Third Readings.

OPTIONS:

1. Give Second and Third Reading to Bylaws 8455, 8456, 8457, and 8458; (staff recommendation);

2. Give no further Readings to the bylaws and abandon Bylaws 8455, 8456, 8457, and 8458 at First Reading; or

3. Debate possible amendments to the bylaws at Second Reading and return Bylaws 8455 and 8456 to a new Public Hearing if required.

Respectfully submitted,

Casey Peters
Senior Development Planner

Attachments:

1. District of North Vancouver Official Community Plan, Amendment 41 (Bylaw 8455)
2. District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)
3. District of North Vancouver Development Cost Charge Bylaw (Bylaw 8457)
4. District of North Vancouver Housing Agreement Bylaw (Bylaw 8458)
5. Public Hearing Minutes – December 8, 2020
6. Staff Report – dated October 14, 2020
<table>
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<tr>
<th>REVIEWED WITH:</th>
<th>External Agencies:</th>
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<tbody>
<tr>
<td>Community Planning</td>
<td>Library Board</td>
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<tr>
<td>Development Planning</td>
<td>NS Health</td>
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<td>Development Engineering</td>
<td>RCMP</td>
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<tr>
<td>Utilities</td>
<td>NVRC</td>
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<tr>
<td>Engineering Operations</td>
<td>Museum &amp; Arch.</td>
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<td>Parks</td>
<td>Other:</td>
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<tr>
<td>Environment</td>
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<tr>
<td>Facilities</td>
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<tr>
<td>Human Resources</td>
<td></td>
</tr>
<tr>
<td>Review and Compliance</td>
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</tbody>
</table>
The Corporation of the District of North Vancouver

Bylaw 8455

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:

Citation

1. This bylaw may be cited as “District of North Vancouver Official Community Plan
Bylaw 7900, 2011, Amendment Bylaw 8455, 2020 (Amendment 41)".

Amendments

2. 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 6: Medium
Density Apartment” (RES6) to “Commercial Residential Mixed-Use Level 3”
(CRMU3)

READ a first time November 2nd by a majority of all Council members.

PUBLIC HEARING held December 8th, 2020

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

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

ADOPTED by a majority of all Council members.

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk
Schedule A to Bylaw 8455

District of North Vancouver Official Community Plan Bylaw 7900, 2011,
Amendment Bylaw 8455, 2020 (Amendment 41)

Map 2  Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2
from "Residential Level 6: Medium Density Apartment" (RES6) to "Commercial Residential Mixed Use Level 3"
(CRMU3)
The Corporation of the District of North Vancouver

Bylaw 8456

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

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

1. Citation

This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)”.

2. Amendments

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

(a) Part 2A, Definitions is amended by adding CD130 to the list of zones that Part 2A applies to.

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

“Comprehensive Development Zone 130 CD130”

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

“The CD130 zone is applied to:

i) Lot A Except: Part Dedicated Road on Plan BCP17008 Block 41 District Lot 204 Group 1 New Westminster District Plan 1340 (PID: 013-694-944);

ii) Lot 3 Block 41 District Lot 204 Plan 1340 (PID: 014-742-527);

iii) Lot 4 Block 41 District Lot 204 Plan 1340 (PID: 014-742-535);

iv) Lot 5 Block 41 District Lot 204 Plan 1340 (PID: 014-742-543);

v) Lot 6 Block 41 District Lot 204 Plan 1340 (PID: 002-622-165);

vi) Amended Lot 7 (See 219838L) Block 41 District Lot 204 Plan 1340 (PID: 014-742-551); and

vii) Amended Lot 9 (See 219839L) Block 41 District Lot 204 Plan 1340 (PID: 010-856-731).
4B 130 – 1 Intent

The purpose of the CD 130 Zone is to permit a medium-density rental residential development.

4B 130 – 2 Permitted Uses

The following principal uses shall be permitted in the CD 130 Zone:

a) Uses Permitted Without Conditions:
   
   Not applicable

b) Conditional Uses:
   
   Residential use

4B 130 – 3 Conditions of Use

a) Residential: Residential uses are only permitted when the following conditions are met:

   (i) Each dwelling unit has access to private or semi-private outdoor space with the exception of the ground floor units on the east elevation; and

   (ii) Balcony and deck enclosures are not permitted.

4B 130 – 4 Accessory Use

a) Accessory uses customarily ancillary to the principal uses are permitted.

b) Home occupations are permitted in residential units.

4B 130 – 5 Density

a) The maximum permitted density is 1,382.7m² (14,883.3 sq. ft.) and 7 residential units.

b) For the purpose of calculating gross floor area the following are exempted:
   
i. Any floor areas below finished grade;
   
ii. Amenity space(s) to a maximum of 185m² (1,991 sq. ft.);
   
iii. Mechanical and electrical rooms up to a maximum of 130m² (1,399 sq. ft.)
iv. Garbage room(s) up to a maximum of 55m² (592 sq. ft.);
v. At-grade parking including that which is covered by building above and open on at least one side; and
vi. The area of balconies and covered patios.

c) For the purposes of calculating FSR the lot area is deemed to be 3,072.6 m² (33,073 sq. ft.) being the site size at the time of rezoning.
d) Balcony and deck enclosures are not permitted

4B 130 – 6 Amenities

a) Despite Subsection 4B130 – 5, permitted density in the CD130 Zone is increased to a maximum of 9,105 m² (98,005 sq. ft.) gross floor area and 140 units if the owner enters into a Housing Agreement to secure the units as rental in perpetuity.

4B 130 – 6 Setbacks

a) Buildings shall be set back from property lines to the closest building face (excluding any partially-exposed underground parking structure) as established by development permit and in accordance with the following regulations:

<table>
<thead>
<tr>
<th>Setback</th>
<th>Buildings (Minimum Setback)</th>
</tr>
</thead>
<tbody>
<tr>
<td>North (Oxford Street)</td>
<td>4.0m (13.1 ft)</td>
</tr>
<tr>
<td>East (Lane)</td>
<td>1.2m (3.9 ft)</td>
</tr>
<tr>
<td>West (Mountain Highway)</td>
<td>2.2m (7.2 ft)</td>
</tr>
<tr>
<td>South (Lane)</td>
<td>4.4m (14.4 ft)</td>
</tr>
</tbody>
</table>

b) Decks and patios are excluded from the setback requirements.

4B130 – 7 Height

The maximum permitted height is:

a) Multi-family apartment building: 23.0m (75.5 ft);

4B 130 – 8 Coverage

a) Building Coverage: The maximum building coverage is 75%.
b) Site Coverage: The maximum site coverage is 85%.
4B 130 – 9 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, all with minimum 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 facility (garbage, recycling, compost with the exception of temporary, at-grade staging areas) or loading areas that are not located underground and/or within a building.

4B 130 – 10 Parking, Loading and Servicing Regulations

a) Parking and loading are required as follows:

<table>
<thead>
<tr>
<th>Use</th>
<th>Parking Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential dwelling unit in a building designated rental in perpetuity by way of a housing agreement or legal covenant</td>
<td>0.55 spaces per unit to a maximum of 0.61 spaces per unit</td>
</tr>
<tr>
<td>Visitor</td>
<td>0.1 spaces per unit</td>
</tr>
<tr>
<td>Car Share</td>
<td>2 spaces</td>
</tr>
<tr>
<td>Loading</td>
<td>1 space</td>
</tr>
</tbody>
</table>

b) Small Car are permitted under the following conditions:
   i) The ratio of small car parking spaces in the CD130 Zone shall not exceed 53% of the total vehicle parking requirement.

c) Parking Setbacks from the lane from which parking spaces are directly accessed is permitted to be 0 m (0 ft).

d) Bicycle parking is required as follows:

<table>
<thead>
<tr>
<th>Use</th>
<th>Bicycle Parking Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residents</td>
<td>1.26 spaces per unit</td>
</tr>
<tr>
<td>Visitors</td>
<td>6 spaces</td>
</tr>
</tbody>
</table>

e) Except as specifically provided in 4B130 - 10 (a), (b), (c), and (d), parking shall be provided in accordance with Part 10 of this Bylaw."
(d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Single Family Residential 6000 zone (RS4) to Comprehensive Development Zone 130 (CD130).

READ a first time November 2nd, 2020

PUBLIC HEARING held December 8th, 2020

READ a second time

READ a third time

Certified a true copy of "District of North Vancouver Rezoning Bylaw 1401 (Bylaw 8456)" as at Third Reading

________________________________________
Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

________________________________________  __________________________________________
Mayor                                                Municipal Clerk

Certified a true copy

________________________________________
Municipal Clerk
The Corporation of the District of North Vancouver

Bylaw 8457

A bylaw to waive Development Cost Charges

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

Citation

1) This bylaw may be cited as “Mountain Highway Development Cost Charges Waiver Bylaw 8457, 2020”.

Waiver

2) Development Cost Charges are hereby waived in relation to the Eligible Development proposed to be constructed on the lands shown on the attached plan and the development cost charge rates for the Eligible Development are hereby set at zero.

3) For the purpose of this Bylaw “Eligible Development” means not more than six (6) affordable rental housing units, each unit not exceeding 50 m² in floor area, to be constructed in the proposed six storey apartment building, and where the affordable rental rate structure is secured by way of an affordable housing agreement bylaw, restrictive land use covenant or other measure acceptable to the Municipal Solicitor.

READ a first time November 2nd, 2020

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 8458

A bylaw to enter into a Housing Agreement

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

Citation

1. This bylaw may be cited as “Housing Agreement Bylaw 8458, 2020 (220 Mountain Highway)”.

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and TPL Developments Oxford GP Inc., Inc. No. BC1079915 substantially in the form attached to this Bylaw as Schedule “A” with respect to the following lands:

   a) Lot A Except: Part Dedicated Road on Plan BCP 17008 Block 41 District Lot 204 Group 1 New Westminster District Plan 1340 (PIO: 013-694-944);
   b) Lot 3 Block 41 District Lot 204 Plan 1340 (PID: 014-742-527);
   c) Lot 4 Block 41 District Lot 204 Plan 1340 (PID: 014-742-535);
   d) Lot 5 Block 41 District Lot 204 Plan 1340 (PID: 014-742-543);
   e) Lot 6 Block 41 District Lot 204 Plan 1340 (PID: 002-622-165);
   f) Amended Lot 7 (See 219838L) Block 41 District Lot 204 Plan 1340 (PID: 014-742-551); and
   g) Amended Lot 9 (See 219839L) Block 41 District Lot 204 Plan 1340 (PID: 010-856-731).

Execution of Documents

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

READ a first time November 2\textsuperscript{nd}, 2020

READ a second time

READ a third time

ADOPTED
Mayor

Certified a true copy

Municipal Clerk
Schedule A to Bylaw 8458

SECTION 219 RENTAL HOUSING AGREEMENT COVENANT and RENT CHARGE

THIS AGREEMENT dated for reference the ___ day of ________, 2020

BETWEEN:

TPL Developments Oxford GP Inc., Inc. No. BC1079915
200-1111 West Hasting Street, Vancouver, BC, V6E 2J3

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, 355 West Queens Road, North Vancouver, BC
V7N 4N5

(the "District")

WHEREAS:

A. The Developer 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”);

B. 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;

C. 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

D. The Developer 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 Developer 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) **“Affordable Rental Units”** means collectively the studio Dwelling Unit and 5 one bedroom Units, shown in Schedule “A”, provided that the Owner may from time to time, subject to obtaining the prior written approval of the Director, which approval will not be unreasonably withheld, substitute other Dwelling Units in the Building as the Affordable Rental Units in place of the Dwelling Units shown on Schedule “A”, provided that the mix of Affordable Rental Units does not change and the aggregate number of Affordable Rental Units in the Building will always be no less than 6. The Director’s approval of a proposed substitute Dwelling Unit will not be withheld provided that the proposed substitute Dwelling Unit is, in the reasonable opinion of the Director, at least equal to the Dwelling Unit being substituted in size, quality and condition;

   (b) **“Annual Allowable Adjustment”** means an increase in the Maximum Rate once each calendar year by the lesser of:

      (i) the 12 month average percent increase in the Consumer Price Index for the previous calendar year; or

      (ii) the average percent increase in the rent charged for those Market Rental Units of similar size which are occupied at any time during the applicable calendar year,

   If the 12 month average percent change in the Consumer Price Index for any calendar year is less than zero then the affordable rent for the following year must not be increased, but may be decreased at the Owner’s discretion;

   (c) **“Approving Officer”** means the approving officer for the District appointed under the Land Title Act;

   (d) **“Building”** means the building on the Land contemplated by Development Permit No. ________ and by the Development Covenant;

   (e) **“Consumer Price Index”** means the all-items consumer price index published by Statistics Canada, or its successor in function, for British Columbia (based on a calendar year);

   (f) **“Development Covenant”** means the covenant under section 219 of the Land Title Act dated for reference ________, 20____ granted by the Owner to the District and registered at the LTO against the Land under number CA_______;

   (g) **“Director”** means the District’s General Manager of Planning, Permits and Properties and his or her designate;
(h) "Discounted CMHC Rental Rate" means for each Affordable Rental Unit:

(i) for the calendar year in which a certificate of final occupancy is issued for the Building by the District, the amount set out in Schedule "B" for the applicable Affordable Rental Unit increased by the Annual Allowable Adjustment from the calendar year in which this Agreement is executed and delivered by both parties until the calendar year in which the final occupancy permit is issued; and

(ii) for each subsequent calendar year, an amount not greater than the rent for the preceding calendar year increased by the Annual Allowable Adjustment for such preceding calendar year;

(i) "Dwelling Unit" has the meaning given to it in the Zoning Bylaw;

(j) "Eligibility Requirements" means aggregate annual household gross income that is less than or equal to 333% of the annual rent for the size of Affordable Rental Unit proposed to be rented (which rent, for greater certainty, may not be greater than the Maximum Rate for the unit), where said aggregate income is established by way of true copies of the previous year’s income tax returns for each household member or individual who will reside in the Affordable Rental Unit provided, however, a person will be deemed not to meet the Eligibility Requirements if the Owner has reasonable grounds to believe that such person is not in need of subsidized housing (e.g. seniors with a substantial assets or students with financial support from parents) even if such person would otherwise meet the criteria set out above;

(k) "Land" has the meaning given to it in Recital A hereto;

(l) "LTO" means the Lower Mainland Land Title Office and any successor of that office;

(m) "Market Rental Units" means all of the Dwelling Units in the Building which are not Affordable Rental Units;

(n) "Maximum Rate" means the Discounted CMHC Rental Rate for each Affordable Rental Unit or another rental rate for each Affordable Rental Rate that is consented to in writing in advance by the Director pursuant to section 4 herein;

(o) "Owner" means the Developer and any other person or persons registered in the LTO 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;

(p) "Proposed Development" has the meaning given to it in the Development Covenant;

(q) "Society" means a registered housing society approved in writing by the District;
(r) "Zoning Amendment Bylaw" means District of North Vancouver Rezoning Bylaw ______ (No. _____, 2018); and

(s) "Zoning Bylaw" means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.

2. **No Subdivision** – The Land and any improvements from time to time thereon (including without limitation the Building), may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.

3. **The Housing Society** – No building or structure on the Land shall be occupied for any purpose and the District shall not issue any occupancy permit in respect of any building or structure on the Land, and the Owner shall not offer for rent any Affordable Rental Units or Market Rental Units in the Building or enter into any residential tenancy agreements in respect of any said Dwelling Units, unless and until the Owner has:

   (a) entered into a lease, licence or operating agreement with the Society in respect of the Affordable Rental Units, said agreement to be in form and substance acceptable to the District; and

   (b) caused the Society to enter into a separate agreement with the District in form and substance acceptable to the District regarding the operation of the Affordable Rental Units.

4. **Changing the Discounted CMHC Rental Rate** – The Society may request in writing that the Director consent to the Society charging a rental rate for each Affordable Rental Unit that is different from the Discounted CMHC Rental Rate, and the Director will not unreasonably refuse such a request provided that the Director is satisfied, in his or her discretion, that the change in rental rates would be fair and would result in lower rent, on an aggregate basis, for the Affordable Rental Units.

5. **Use of Market Rental Units** – No Market Rental Unit in the Building may be used for any purpose whatsoever save and except for the purpose of rental housing pursuant to arm’s length month-to-month residential tenancy agreements or arm’s length residential tenancy agreement with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).

6. **Use of Affordable Rental Units** - No Affordable Rental Unit will be used for any purposes whatsoever save and except for the purpose of providing rental accommodation in the Affordable Rental Unit to tenants meeting the Eligibility Requirements pursuant to arm’s length month-to-month residential tenancy agreements or residential tenancy agreements with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted), where said tenancy agreements comply with all of the requirements of section 8.
7. **Occupancy Restriction** – No Affordable Rental Unit may be occupied except by:

(a) a person meeting the Eligibility Requirements pursuant to month-to-month residential tenancy agreements or residential tenancy agreement with terms not exceeding three years in duration that complies with section 8; and

(b) the other members of the person’s household, provided that the income of all members (other than income of legal dependents up to a maximum of $10,000 per year per dependent) is included in the determination of eligibility under the Eligibility Requirements.

8. **Tenancy Agreements for Affordable Rental Units** - The Owner shall not suffer, cause or permit occupancy of any Affordable Rental Unit except pursuant to a residential tenancy agreement that:

(a) is entered into by the Owner and, as tenant, a person at arm’s length from the Owner. For the purpose of this Agreement, “at arm’s length” means:

(i) not in any other contractual relationship with the Owner or any director, officer or other senior employee of the Owner;

(ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner; and

(iii) not employed by any corporate entity that is an affiliate of the Owner, as that term is defined in the British Columbia Business Corporations Act as of the date of this Agreement,

provided that the Director may, in his or her sole discretion, relax the restrictions contained in this subsection 8(a) upon the written request of the Owner on a case-by-case basis. Any such relaxation in relation to any particular residential tenancy agreement is not to be construed as or constitute a waiver of the requirements in relation to any other residential tenancy agreement. No relaxation of the restrictions in this subsection 8(a) will be effective unless it is granted in writing by the Director prior to the execution and delivery of the residential tenancy agreement to which the relaxation relates.

(b) does not, in relation to any Affordable Rental Unit, require payment of rent or any other consideration for the Affordable Rental Unit directly or indirectly that exceeds the Maximum Rate for the unit, but the tenant may be required to pay:

(i) additional consideration for parking, provided that the additional consideration does not exceed an amount charged from time to time for a parking stall to tenants in the Market Rental Units; and

(ii) third party providers directly for utilities, internet services and, if approved by the Director acting reasonably, other services not usually included in rent except the cost of hydronic heat, air conditioning or hot water which
must be included in Maximum Rate no matter who may be providing these services;

(c) allocates bicycle locker storage space to tenants in the Affordable Rental Units on the same terms and conditions, and with the same priority, as is offered to tenants in the Market Rental Units, except that tenants in the Affordable Rental Units will not be required to pay any amount for bicycle storage locker space;

(d) does not require the rent to be prepaid at an interval greater than monthly;

(e) prohibits the tenant from subletting the unit, assigning the tenancy agreement, or operating the unit on a short term rental basis (less than one month), except to the extent that the *Residential Tenancy Act* restricts or prohibits such prohibitions;

(f) requires the tenant to provide within 30 days of demand true copies of the most recent filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of the unit; and

(g) contains a provision that, if the tenant ceases to qualify for the Affordable Rental Unit because he or she no longer meets the Eligibility Requirements, the Owner may end the tenancy agreement by giving the tenant a clear six months’ notice to end the tenancy in accordance with section 49.1 of the *Residential Tenancy Act* (or successor legislation).

9. **Rental Application Process** – The Owner must:

(a) accept applications for residential occupancy of the Affordable Rental Units from all applicants meeting the Eligibility Requirements;

(b) maintain a housing list of all eligible applicants from whom the Owner has accepted applications;

(c) where Affordable Rental Units become available for occupancy, offer the units to persons on the housing list in the order in which their applications were made, unless:

(i) the person no longer meets the Eligibility Requirements; or

(ii) the Owner does not consider the person to be an acceptable candidate for occupancy of that Affordable Rental Unit because the person does not satisfy other reasonable and fair criteria established by the Owner from time to time; and

(d) make the housing list available to the District upon request.

10. **Duty to Account and Report** – In addition to the other covenants and obligations to be performed by the Owner hereunder, the Owner covenants and agrees that it will:
(a) keep or cause to be kept separate true and accurate records and accounts in accordance with generally accepted accounting principles regarding the rental income earned from both the Market Rental Units and the Affordable Rental Units; and

(b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Affordable Rental Units.

11. **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 “C”, sworn by the Owner (or a director or officer of the Owner if the Owner is a corporation) under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.

12. **Damages and Rent Charge**

(a) The Owner acknowledges that the District requires compliance with the provisions in this Agreement for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this Agreement, the Owner must pay the District $200.00 (the “Daily Amount”), as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 each calendar year by the 12 month average percent increase in the Consumer Price Index for the previous calendar year. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.

(b) By this section, the Owner grants to the District a rent charge under section 219 of the **Land Title Act**, and at common law, securing payment by the Owner to the District of the amounts described in subsection 12(a). The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under subsection 12(a) is due and payable to the District in accordance with subsection 12(a). The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.

(c) The Director may, in his or her sole discretion, grant to the Owner full or partial relief from the obligation to pay liquidated damages on a case-by-case basis if the Owner establishes to the satisfaction of the Director, in the Director’s discretion, that the breach for which the Daily Amount is payable was inadvertent. No such relief in relation to any particular default is to be construed as or deemed to constitute relief in relation to any other default other default.

13. **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.

14. **Indemnity** – Except for the negligence of the District or its employees, agents or contractors, the Owner will indemnify and save harmless each of the District and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible or the Owner’s ownership, operation, management or financing of the Rental Unit or any part thereof, or the use and occupancy of any Dwelling Units in the Building by anyone.

15. **Release** – Except to the extent such advice or direction is given negligently, 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 any Dwelling Units in the Building or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

16. **Survival** – The covenants of the Owner set out in Sections 14 and 15 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 or any Dwelling Unit therein, as applicable.

17. **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.

18. **Compliance with Laws** – The Owner will at times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, bylaws, and orders of the District and other authorities having jurisdiction, including all rules, regulations, policies, guidelines and the like under or pursuant to them.
19. **Cost** – The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District’s administration costs (as determined by the District’s charge out rate for District staff time) in connection with the preparation or enforcement of this Agreement and all other covenants, agreements and statutory rights of way granted by the Owner to the District or entered into between the owner to the District in respect of the development of the Land contemplated in this Agreement and ancillary documents and any modifications, discharges and partial discharges of them from time to time, and the costs of registration of such documents in the LTO.

20. **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 Lands.

21. **Interpretation** – In this Agreement:

   (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

   (b) any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations;

   (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

   (d) 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;

   (e) reference to the “Land” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;

   (f) 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;

   (g) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;

   (h) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;

   (i) time is of the essence;
(j) all provisions are to be interpreted as always speaking;

(k) reference to a “party” is a reference to a party to this Agreement and their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;

(l) reference to the District is a reference also to its elected and appointed official, officer, employees and agents;

(m) 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;

(n) 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

(o) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be performed, 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 performed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.

22. **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:

TPL Developments Oxford GP Inc., Inc. No. BC1079915
200-1111 West Hastings Street
Vancouver, BC
V6E 2J3

Attention: _____________
Fax: _________________

(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: Director, Planning Permits and Properties
Facsimile: (604) 984-8664
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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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).

28. **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.

29. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Land.

30. **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 Affordable Rental Unit or Market Rental Unit; 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.

31. **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.

32. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

33. **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.

34. **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.

35. **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.

36. **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.
37. **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"
THE AFFORDABLE RENTAL UNITS
SCHEDULE “B”
THE AFFORDABLE RENTAL UNITS – RENTAL RATES

<table>
<thead>
<tr>
<th></th>
<th>Studio</th>
<th>1 bed</th>
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<tbody>
<tr>
<td>Discounted CMHC Rental Rate</td>
<td>$996</td>
<td>$1,228.50</td>
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SCHEDULE “C”
STATUTORY DECLARATION

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 _______ (director, officer, employee) of ____________, (the “Owner”) the owner of the land legally described as [insert legal] 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. On ______________, ____________:

   (a) all of the Affordable Rental Units (as defined in the Housing Agreement) were occupied by tenants pursuant to Arm’s Length (as defined in the Housing Agreement) month-to-month residential tenancy agreements or Arm’s Length residential tenancy agreements with terms not exceeding three years in duration that comply with section 8 in the Housing Agreement subject to the following vacancies ____ (nil if left blank); and

   (b) the names and mailing addresses of all of the tenants in the Affordable Rental Units are listed in Schedule A to this statutory declaration.

4. To the best of my knowledge and belief the Owner is not in breach of any of its obligations under the Housing Agreement.

5. The Owner has used commercially reasonable efforts to obtain the most recently filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of each Affordable Rental Unit, and has reviewed same, and I have, to the extent reasonably possible based on the information provided to the Owner by tenants, confirmed that as of ____________, ______ the tenant(s) of each Affordable Rental Unit continue to qualify for their Affordable Rental Unit because the aggregate income of all occupants residing in the Affordable Rental Unit meets the Eligibility Requirements, as defined in the Housing Agreement.

5. 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__.  

______________________________  )  )  )  )  )

) Signature of person making declaration
A Commissioner for Taking Affidavits for British Columbia
**Schedule A to the Statutory Declaration of ____________**

<table>
<thead>
<tr>
<th>Name of Eligible Person</th>
<th>Age of Eligible Person</th>
<th>Other Resident(s) of Dwelling Unit</th>
<th>Apt. No.</th>
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DISTRICT OF NORTH VANCOUVER
PUBLIC HEARING

220 Mountain Hwy & 1515-1555 Oxford Street
Official Community Plan and Zoning Bylaw Amendments

REPORT of the Public Hearing held on Tuesday, December 8, 2020 commencing at 7:00 p.m. The meeting was held virtually with participants appearing via video and telephone conference.

Present: Acting Mayor L. Muri
Councillor J. Back (7:02 pm)
Councillor M. Bond
Councillor M. Curren
Councillor B. Forbes
Councillor J. Hanson

Absent: Mayor M. Little

Staff: Ms. J. Paton, Assistant General Manager – Development Planning & Engineering
Mr. J. Gordon, Manager – Administrative Services
Ms. G. Lanz, Deputy Municipal Clerk
Ms. C. Peters, Senior Development Planner
Ms. S. Dale, Confidential Council Clerk
Ms. C. Archer, Clerk Typist 3

1. OPENING BY THE MAYOR

Acting Mayor Muri 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.

She further noted that this Public Hearing is being convened pursuant to Section 464 of the Local Government Act and Ministerial Order M192.

This hearing will be held virtually with all participants, including Council, staff, applicant, signed up speakers and observers all doing so by electronic means.

Public participation in this hearing is being accommodated by speakers having signed up in advance, as stated in the Notice of Hearing, as well as being streamed live over the internet. In addition, those observing over the internet who did not sign up in advance to speak but decide to do so once the hearing is underway, may dial-in via telephone to speak. Information on how to do this will be shared over the live stream once we have exhausted the speakers list of first time speakers.

The electronic means being employed for this hearing allow for effective two-way audio communications while those who have signed up in advance will also receive video of the hearing via the Zoom software.
As always, written submissions will be received by the Municipal Clerk, on behalf of, and shared with, Council, at any time up to the time the hearing is closed. These may be submitted to input@dnv.org

Therefore, in this manner, 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.

Councillor BACK arrived at this point in the proceedings.

Acting Mayor Muri stated that:
- We will first go through the established speakers list. At the end of the speakers list, the Chair may call for any other speakers not on the speakers list – these are the dial-in speakers if any;
- You will have 5 minutes to address Council for a first time. Begin your remarks to Council by stating your name and approximate street address;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute opportunity;
- Any additional presentations will only be allowed at the discretion of the Chair;
- Please do not repeat information from your previous presentations and ensure your comments remain focused on the bylaws under consideration this evening;
- If you have provided a written submission there is no need to read it as it will have already been seen by Council. You may summarize or briefly reiterate the highlights of your submission but ensure your comments pertain to the bylaws under consideration at this hearing;
- Council is here to listen to the public, not to debate the merits of the bylaws. Council may ask clarifying questions;
- The Clerk has a binder containing documents and submissions related to the bylaws which Council has received and which you are welcome to review. This is available online at DNV.org/agenda;
- Everyone at the hearing will be provided an opportunity to speak. If necessary, we will continue the hearing on a second night;
- At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing; or, Council may close the hearing after which Council should not receive further new information from the public; and,
- This 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 CLERK

Mr. James Gordon, Manager – Administrative Services, introduced the proposed bylaws, stating that Bylaw 8455 proposes to amend the District’s Official Community Plan land use designation of the subject site from Residential Level 6: Medium Density Apartment (RES6 to Commercial Residential Mixed-Use Level 3 (CRMU3). He further stated that Bylaw 8456 proposes to amend the District’s Zoning Bylaw by rezoning the subject site from Single-Family Residential 6000 Zone (RS4) to a new Comprehensive Development Zone 130 (CD130). The CD130 Zone addresses permitted and accessory uses, provisions such as density, height, setbacks, building and site coverage, landscaping, storm water management, and parking requirements.
3. PRESENTATION BY STAFF

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

- The subject site is approximately 3,073 m² and includes seven existing parcels and six single-family houses;
- Phibbs Exchange Bus Loop is located to the east;
- The Phibbs Exchange upgrade project is currently in the design phase and it is anticipated that the project will be tendered for construction in the Spring of 2021 with an anticipated eighteen month construction period;
- Creekstone Care Centre is under construction on the north side of Oxford Street across from the site;
- An existing multi-family rental building is located to the east and a multi-family rental building is under construction on the north side of Oxford Street;
- Single-family uses are located further to the north and are designated in the Official Community Plan for future multi-family development;
- The OCP designates the site as Residential Level 6 which permits density of residential development up to 2.5 FSR;
- Bylaw 8455 proposes to amend the OCP to Commercial Residential Mixed-Use Level 3 which would accommodate the proposed density of approximately 2.96 FSR;
- The existing zoning is Single-Family 6000 Zone (RS4) and Bylaw 8456 would rezone the site to a new Comprehensive Development Zone 130 allowing the proposed density of up to 2.96 FSR;
- The project includes one six-storey building with one hundred and forty rental units and two indoor amenity spaces;
- A 7.5 metre wide road dedication will be required on the east side of the site for a new lane connecting Oxford Street to the existing lane at the south side of the site;
- Proposed parking for the project is located on a single-level underground garage accessed from the southwest corner of the site;
- Additional parking stall are provided at grade and accessed from the rear lane;
- The project has been reviewed against development permit area guidelines for:
  - Form and Character of Multi-family Housing;
  - Protection from Natural Hazards (Creek Hazard);
- The project has also been reviewed against the Lower Lynn Implementation Plan and the Lynn Creek Town Centre Public Realm Guidelines and the project achieves the housing goals of the OCP and Implementation plan including providing a range of unit sizes and providing new rental housing;
- The application includes a number of off-site improvements and changes which include:
  - Improved street frontages on Mountain Highway and Oxford Street;
  - A new bicycle lane on Mountain Highway along the west frontage of the site;
  - Creation of a new north-south lane connecting Oxford Street to the existing lane at the rear which will allow for the closure of the existing lane access to Mountain Highway which will improve safety at this location;
  - Provision of road realignments to improve the turning radius for buses from Mountain Hwy to Oxford Street; and,
• District Engineering staff have not completed the review of the civil drawings and changes to the design may occur as a result of this review and the details and costs of off-site improvements will likely change as the project review continues;

• The project has been reviewed against the District’s Residential and Affordable Housing Strategy and the project meets several goals including expanding the supply and diversity of housing and expanding the supply of new rental housing;

• The housing mix proposed includes six non-market rental units and one hundred and thirty-four market rental units, ranging from studio to three bedroom layouts;

• 50% of the units are two or three-bedroom layouts and would be considered suitable for families;

• The project proposes six non-market rental units to help address housing challenges for low to moderate income households with incomes of between $30,000 and $85,000;

• Rents for the proposed non-market units range from just under $1,000 for a studio unit which is considered affordable to a household with an income of just under $40,000 per year, to $1,230 for a one-bedroom unit, considered affordable to a household with an income of $49,000;

• The proposed rents for the non-market units are between 9% and 17% below the Metro Vancouver median rent and 20% below the District median rent as published in the CMHC Rental Market Survey;

• The housing agreement would secure all of the one hundred and forty units in the building as rental and secure the rental rates and eligibility criteria for the below-market units;

• The maximum parking for the project is a total of one hundred and one parking spaces including eighty-five spaces for residents, fourteen for visitors, and two car share spaces with an overall ratio of 0.72 spaces;

• Changes resulting from the review and finalization of the road requirements and civil design may affect the ability to provide parking and the CD130 Zone specifies a minimum requirement of 0.55 spaces per unit up to a maximum of 0.66 spaces per unit with additional car share and visitor spaces;

• The proposal includes one hundred and seventy-six bicycle spaces for residents and six spaces for visitors;

• The applicant is exploring opportunities for additional bicycle spaces including spaces for longer cargo and stroller bikes;

• Staff are resolving land dedications and easements on Oxford Street and reviewing the impacts on the Form and Character of the proposed additional bike parking;

• A Public Information meeting was held on January 31, 2019;

• Approximately 280 notices were delivered in the neighbourhood;

• Thirteen members of the public attended the meeting and ten members provided input via a comment sheet, email, or phone call;

• There was general support for this development proposal with particular support for the rental tenure;

• The proposal will meet BC Energy Step Code Level 3 with proposed green building measures that include: 
  • Heating system based on air source heat pumps which run exclusively on electricity low-flow plumbing fixtures to reduce water usage and energy consumption;
• Transportation Demand Management (TDM) strategies including measures to promote transit use including bus passes with a credit provided at the start of all new tenancies;
• Reduced parking ratio and car share spaces;
• Infrastructure improvements including new pedestrian and bicycle infrastructure and road alignments for improved bus turning;
• Anticipated emissions of 2.9 kg of CO2e per square metre per year;
• The site currently has six houses which are all being rented;
• The average length of tenancy for the six rental houses is approximately two years;
• All tenants were made aware of the potential for redevelopment at the time of their lease signing;
• Tenants include two families, students and young working professionals; and,
• The Tenant Relocation Assistance Package includes:
  • Extended notice to 5 months;
  • Three months free rent;
  • Priority right to rent in new building;
  • Moving allowance between $750-$2,000;
  • Tenant Communications Plan;
  • Tenants have been informed of the Public Hearing; and,
  • Information on tenant resources will be provided.

3. PRESENTATION BY APPLICANT

3.1. Mr. Adel Bellemlih, Redic Development:
• Spoke to the history and context of the proposed development;
• Commented that the proposed development will provide much-needed rental housing on the North Shore;
• Noted that the proposed development will provide housing for both young families and working professionals;
• Highlighted the outdoor space and amenities which promote a place for residents to gather;
• Noted that the proposed development meets the BC Energy Step Code Level 3;
• Advised that the proposal fulfils the requirements of the District’s Accessible Design Policy for Multi-family Housing as 100% of the apartment units meet the Basic Accessible Design criteria and 5% of the apartment units meet the Enhanced Accessible Design criteria. A total of seven units will include Enhanced Accessible Design features;
• Advised that the project is providing two carshare spaces and is paying for two cars and in exchange Modo is proving approximately $66,500 worth of free Modo memberships and credits for tenants;
• Commented that the proposed development is in close proximity to Phibbs Exchange; and,
• Advised that the applicant has held meetings with tenants and a Tenant Compensation/Relocation package will be available.
4. REPRESENTATIONS FROM THE PUBLIC

4.1. Mr. Ehsan Halvaei, Oxford Street:
- Spoke in support of the proposed development; and,
- Commented on the close proximity to amenities, the Second Narrows Bridge and transit.

4.2. Ms. Joy Hayden, 200 Block West Esplanade:
- Opined that the proposed development will complete the Lynn Creek Town Centre and will provide vibrancy to the neighbourhood;
- Commented on the close proximity to Phibbs Exchange;
- Noted that the outdoor space provides a gathering space and sense of community; and,
- Opined that more below market rental units are needed.

4.3. Mr. Bruno Vahedi, 3200 Block Mahon Avenue:
- Spoke in support of the proposed development;
- Commented that the proposed development will accommodate young families who want to live on the North Shore;
- Commented that the proposal will provide vibrancy to the community;
- Noted that the proposed development is close to transit;
- Spoke to affordability issues on the North Shore; and,
- Spoke to the lack of rental housing on the North Shore.

4.4. Mr. Justin Keehn, 200 Block Mountain Highway:
- Spoke in support of the proposed development;
- Commented on the need for more rental housing on the North Shore; and,
- Spoke to the close proximity of the development to Phibbs Exchange.

4.5. Mr. Riley Senft, 700 Block Donegal Place:
- Spoke in support of the proposed development;
- Opined that more rental units and increased density are needed on the North Shore;
- Spoke to the challenge of being able to afford to live and work on the North Shore; and,
- Spoke to the issue of affordability.

4.6. Ms. Nancy Ford, 1900 Block Parkside Lane:
- Spoke in support of the proposed development;
- Commented on the lack of suitable affordable housing options on the North Shore; and,
- Spoke to the issue of social isolation and commented that mixed-use spaces will provide a sense of community.

4.7. Mr. Amir Davati, 400 Block Montroyal Boulevard:
- Spoke in support of the proposed development;
- Commented on the close proximity to transit; and,
- Spoke to the issue of affordable housing in North Vancouver.
4.8. Ms. Mahyar Zia, 2700 Block Valley Centre Avenue:
- Spoke in support of the proposed development;
- Stated that more rental options are needed on the North Shore;
- Expressed concerns with affordability issues;
- Noted that the proposed development will provide housing for young families; and,
- Commented that the building design and character is reflective of the West Coast.

4.9. Mr. Clayton Welwood, 800 Block Premier Street:
- Spoke in support of the proposed development;
- Commented on the need for more rental housing on the North Shore;
- Noted the close proximity to Phibbs Exchange;
- Spoke to the Tenant Relocation and Compensation Package and noted that the applicant has met with tenants to address their needs; and,
- Commented that the internal courtyard will provide families with a sense of community where children can play safely.

4.10. Ms. Amina Morin, 600 Block Kerry Place:
- Spoke in support of the proposed development;
- Commented on the challenge of finding rental accommodation suitable for families with children; and,
- Spoke to the issue of affordability.

4.11. Mr. Oscar Barrera, 2400 Block Berton Place:
- Spoke in support of the proposed development;
- Opined that the proposed development is aesthetically pleasing and will enhance the neighbourhood;
- Noted that the outdoor space provides a gathering space and sense of community;
- Opined that increased density will help with affordability issues; and,
- Commented on the housing diversity provided by the proposed development, filling a need for downsizers and young families who want to stay in the community and age in place.

4.12. Mr. Corrie Kost, 2800 Block Colwood Drive:
- Questioned the impact of the COVID-19 pandemic on transit ridership and increased car ownership;
- Expressed concerns that more parking spaces will be needed to accommodate cars in private parking space and public streets;
- Questioned if all new off-street parking spots will have at least Level-2 plug-ins;
- Acknowledged the adaptation of interior and exterior common spaces due to the COVID-19 pandemic;
- Commented that careful attention should be given to shadow impacts on adjacent play areas; and,
- Noted that per square metre, mid-rise apartments annually consume more energy than modern single family homes.
4.13. Mr. Alireza Salamati, 3800 Block Phyllis Road:
- Noted the close proximity of the development to Phibbs Exchange;
- Commented on the need for more rental options; and,
- Expressed concern that the proposal does not include adequate parking.

4.14. Mr. Arman Haidari, 600 Block St. James Road:
- Spoke in support of the proposed development;
- Spoke to the issue of affordability;
- Commented that the proposed development will provide family-oriented housing; and,
- Commented on the close proximity of the development to amenities.

4.15. Mr. Chuck Cosman, Primose Lane:
- Spoke in support of the proposed development;
- Noted that there is a shortage of rental units on the North Shore; and,
- Expressed concern with affordability issues.

4.16. Mr. Don Peters, 600 Block West Queens Road:
- Spoke as Chair of the Community Housing Association Committee;
- Spoke in support of the proposed development;
- Noted that more rental units are needed on the North Shore;
- Opined that the proposed development provides secure and appropriate affordable housing options;
- Commented on the compensation packages for those being displaced;
- Noted that the proposed development will provide housing for both young families and professionals;
- Spoke in support of below market and market rental units;
- Noted that the outdoor space provides a gathering space and sense of community; and,
- Noted that the proposed development is close to transit.

4.17. Mr. Peter Teevan, 1900 Block Indian River Crescent:
- Spoke in support of the proposed development;
- Commented that not enough parking was provided when developing the Lynn Creek Apartments;
- Commented on parking and residential traffic congestion; and,
- Urged the District to work with the developer increase parking within the Lynn Creek Town Centre.

In response to a question from Council, staff advised that the applicant has proposed electric vehicle charging for 20% of the parking spaces with conduits in place for the remaining parking spaces to accommodate electric vehicle charging.

In response to a question from Council, staff highlighted other projects in the area which include:
- Creekstone Care Centre currently under construction on the north side of Oxford Street across from the site;
- A multi-family rental building currently under construction on the north side of Oxford Street, this project is currently constructing the parkade and will likely start the above grade portion in February 2021 with anticipated completion and occupancy in April 2022;
• Ministry of Transportation and Infrastructure work at the Main and Dollarton interchange has begun and is anticipated to be complete by the end of 2021; and,
• The Lynnterm road works will start in early 2021 and is anticipated to be complete by summer 2021.

4.18. Ms. Judith Brook, 2000 Block Lauralynn Drive:
• Spoke in support of the proposed development;
• Highlighted the outdoor space and amenities which promote a place for residents to gather;
• Spoke in support of the usage of heat pumps; and,
• Suggested exploring low carbon concrete alternatives.

4.19. Ms. Laurie Parkinson, 600 Block East 4th Street:
• Spoke in support of the proposed development;
• Suggested that new buildings should have fossil-fuel-free space;
• Spoke in support of the little fossil gas used;
• Commented on carbon pollution from heating and manufacture materials; and,
• Urged the developer to use low carbon building materials.

4.20. Mr. Peter Teevan, SPEAKING A SECOND TIME:
• Spoke regarding Rental-only Zoning;
• Suggested that GST and the Provincial Property Transfer Tax be exempt from Rental-only Zoning;
• Asked staff to report back on the cost impacts to residents if the building was heated using 100% electric heating;
• Questioned what protocols are being used to design the proposed building to ensure that it is COVID-19 safe; and,
• Stated that there are zero commercial components to this proposal.

4.21. Mr. Corrie Kost, SPEAKING A SECOND TIME:
• Suggested that the actual energy consumed by new housing be measured and reported annually to the District in order to confirm the predicted energy use; and,
• Questioned what community net benefits this development provides to current residents.

In response to a question from Council, staff advised that in accordance with the District’s Construction Bylaw, the proposal will meet BC Energy Step Code Level 3 with proposed green building measures that include:
• Heating system based on air source heat pumps which run exclusively on electricity;
• Transportation Demand Management (TDM) strategies including measures to promote transit use including bus passes with a credit provided at the start of all new tenancies;
• Reduced parking ratio and carshare spaces;
• Infrastructure improvements including new pedestrian and bicycle infrastructure and road alignments for improved bus turning; and,
• Anticipated emissions of approximately 2.9 kg of CO2 equivalent per square metre per year.
In response to a question from Council, staff advised that Bylaw 8455 proposes to amend the OCP to Commercial Residential Mixed-use Level 3 (CRMU3) which would accommodate the proposed density of approximately 2.96 FSR and noted that it is consistent with nearby developments.

4.22. Mr. Corrie Kost, SPEAKING A THIRD TIME:
   • Expressed concern with the process of connecting to the Public Hearing.

5. COUNCIL RESOLUTION

MOVED by Councillor HANSON
SECONDED by Councillor BACK
THAT the December 8, 2020 Public Hearing is closed;

AND THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8455, 2020 (Amendment 41)” be returned to Council for further consideration;

AND THAT “District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)” be returned to Council for further consideration.

CARRIED
(9:06 p.m.)

CERTIFIED CORRECT:

[Signature]
Confidential Council Clerk
October 14, 2020  
File: 08.3060.20/083.18

AUTHOR: Casey Peters, Senior Development Planner

SUBJECT: Bylaws 8455, 8456, 8457, and 8458: OCP Amendment, Rezoning, Housing Agreement, and DCC Waiver Bylaws for a Rental Development at 220 Mountain Hwy, 1515-1555 Oxford Street

RECOMMENDATION

THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8455, 2020 (Amendment 41)" is given FIRST reading;

AND THAT "District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)" is given FIRST reading;

AND THAT "Mountain Highway Development Cost Charge Waiver Bylaw 8457, 2020" is given FIRST reading;

AND THAT "Housing Agreement Bylaw 8458, 2020 (220 Mountain Highway)" is 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 8455;

AND THAT in accordance with Section 477 of the Local Government Act, Council has considered Bylaw 8455 in conjunction with its Financial Plan and applicable Waste Management Plans;

AND THAT Bylaw 8455 and Bylaw 8456 be referred to a Public Hearing.
REASON FOR REPORT

Implementation of the proposed project requires Council's consideration of:

- Bylaw 8455 to amend the Official Community Plan designation (Attachment 2);
- Bylaw 8456 to rezone the subject properties (Attachment 3);
- Bylaw 8457 to waive the Development Cost Charges for the six non-market rental units (Attachment 4);
- Bylaw 8458 to secure market and affordable rental units (Attachment 5); and
- Issuance of development permits.

The OCP Amendment Bylaw, Rezoning Bylaw, Housing Agreement Bylaw, and DCC Waiver Bylaw are recommended for introduction and the OCP Amendment Bylaw and Rezoning Bylaw are recommended for referral to a Public Hearing. A Development Permit will be forwarded to Council for consideration if the rezoning proceeds.

SUMMARY

TPL Development Oxford Ltd. has applied to redevelop seven existing single-family residential lots to create a six-storey rental building with a total of 140 units, including 134 market rental units and six non-market rental units.

ANALYSIS

Site and Surrounding Area

The development site is located at the south end of the Lynn Creek Town Centre at the southeast corner of Mountain Highway and Oxford Street. The development site is 3,073 m² (33,077 sq. ft.) in area and is comprised of seven single-family residential lots occupied by six single-family homes.

Surrounding land uses include commercial uses to the south and west, institutional to the north (Creekstone Care Centre, under construction), and a six-storey market rental building to the east. The other uses on this block are identified on the image above.
EXISTING POLICY

1. Official Community Plan

The Official Community Plan (OCP) designates the subject site as "Residential Level 6: Medium Density Apartment" (RES6) which envisions medium-rise apartments at a density of up to approximately 2.5 FSR.

At approximately 2.96 FSR, the proposal does not comply with the density provisions of the OCP designation and an amendment to the OCP is required. Bylaw 8455 proposes to change the designation of the site to "Commercial Residential Mixed-use Level 3" (CRMU3) which permits density up to approximately 3.5 FSR.

The proposal addresses a number of OCP goals and policies including:
- "Encourage and facilitate a broad range of market, non-market and supportive housing"
- "Encourage and facilitate a wide range of multifamily housing sizes, including units suitable for families with an appropriate number of bedrooms, and smaller apartment units"
- "Focus a higher proportion of affordable housing in designated growth areas"
- "Require, where appropriate, that large multifamily developments contribute to the provision of affordable housing by, but not limited to: including a portion of affordable rental or ownership units as part of the project"

"Lynn Creek Apartments" a 98 unit market rental apartment development to the east of the site was approved by Council in September 2014 with a density of approximately 3.02 FSR and six storeys in height. The "Creekstone Care Centre" seniors’ housing development to the north at the corner of Oxford Street and Mountain Highway was approved by Council in January 2018 with a density of approximately 3.1 FSR and seven storeys in height. "Pivot" an 88 unit market rental apartment development immediately to the northeast of the site, was approved by Council in September 2018 with a density of approximately 3.09 FSR and six storeys in height.

OCP amendments were approved to accommodate each of these three nearby developments.
Lower Lynn Town Centre Implementation Plan (Lynn Creek)

The project has been reviewed against the Lower Lynn Town Centre Implementation Plan (Lynn Creek Plan) and the Lynn Creek Public Realm Guidelines. The Lynn Creek Plan anticipates multi-family residential development in the form of mid-rise apartments on this site, at a height of approximately six storeys. The proposal is consistent with the use and height anticipated for this site.

The project achieves the intended public realm objectives and provides improved infrastructure for pedestrians, bicyclists, and drivers.

Rental and Affordable Housing Strategy

The proposed bylaws, if adopted, will permit development of the site for a six-storey building with a mix of market rents and housing geared to low to moderate income households. This responds to the following goals of the District’s Rental and Affordable Housing Strategy (RAHS):

- Goal 1: Expand the supply and diversity of housing.
- Goal 2: Expand the supply of new rental and affordable housing

The project addresses the RAHS by creating 140 new market rental units secured in perpetuity by Housing Agreement Bylaw 8458.

The RAHS indicates that the 10 year (2016-2026) estimated demand for affordable rental units in the District is 600 to 1,000 units. To the end of 2019, 298 units* have been created towards this goal and the proposal would create an additional 6 units. (*Source: Pace of Development - 2019 Update, July 12, 2020).

Council Directions, 2019-2022

The proposed bylaws respond to the following Council Priority Directions to 2022:

- Key Issue 2: Increasing Housing Diversity and Addressing Affordability

Projects that deliver rental housing for low and moderate income earners and for those in need of social housing have been identified as priorities.

Zoning

The subject properties are currently zoned “Single Family Residential 6000 Zone” (RS4). Rezoning is required to accommodate the project and Bylaw 8456 proposes to create a new “Comprehensive Development 130 Zone” (CD130) tailored specifically to this project. The proposed CD130 zone prescribes permitted uses and zoning provisions such as a maximum density of 2.96 FSR, height, setbacks, and parking requirements.
PROPOSAL

Project Description
The proposal consists of a 140-unit, six-storey rental building over a single level of underground parking. The main entrance to the building is on Oxford Street and two amenity rooms are proposed on the ground floor.

The units are a mix of studio, one, two, and three bedroom layouts. The units range in size from 41 m² (441 sq. ft.) to 91 m² (974 sq. ft.) with approximately 49% of the units as two and three bedroom layouts considered suitable for families. The building is approximately 9,093 m² (97,878 sq. ft.) in total floor area.

The proposal includes the creation of a new north-south lane to the east of the proposed building. The existing east-west lane will remain but access to Mountain Highway is proposed to be closed due to concerns with the proximity to the busy intersection at Main Street and Mountain Highway.

Access to the underground parking garage is proposed from the southwest corner of the site off the existing lane.
Housing Affordability

The proposal is for a 140 unit rental building including six units to be rented at non-market rates. The six non-market units are comprised of one studio unit and five one-bedroom units. The applicant is targeting rents for the non-market units below the Metro Vancouver median rents as published in the CMHC Rental Market Survey. The Metro Vancouver median rents (2019), District of North Vancouver median rents (2019), and proposed non-market unit rents are shown in the table below:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Units</th>
<th>Metro Vancouver median rents from CMHC (2019)</th>
<th>Proposed Rent (% below Metro median)</th>
<th>DNV median rents from CMHC (2019)</th>
<th>Proposed Rent (% below DNV median)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio</td>
<td>1</td>
<td>$1,200</td>
<td>$998 (17%)</td>
<td>$1,248</td>
<td>$998 (20%)</td>
</tr>
<tr>
<td>1 bedroom</td>
<td>5</td>
<td>$1,350</td>
<td>$1,230 (9%)</td>
<td>$1,538</td>
<td>$1,230 (20%)</td>
</tr>
</tbody>
</table>

The non-market units would be considered affordable for households with incomes of between $39,920 (studio unit) and $49,200 (one-bedroom unit). These units would meet the District's definition of housing for "Low-to-Moderate Income Households" (households with 2019 before-tax incomes ranging from $30,001 to $85,170).

The rental tenure for all units, and rents for the non-market units, will be secured with a Housing Agreement should the project advance. The Housing Agreement also secures that parking for the non-market rental units cannot exceed the cost for the market rental units and that the non-market rental units will not be charged for bicycle storage. The applicant indicates that parking will be charged at $100 per month, bicycle storage will be charged at $25 per month (for market units only), and there will be no charge for use of the amenity space.

Development Permit Areas

The site is designated within the following Development Permit Areas (DPAs):

- Form and Character of Multi-Family Residential Buildings
- Energy and Water Conservation and Greenhouse Gas Emission Reduction
- Protection of Development from Hazardous Conditions (Creek Hazard)

a) Form and Character of Commercial, Industrial, and Multifamily Development

The proposal is consistent with the OCP Design Guidelines for Multi-Family Housing.

Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on February 14, 2019 and the Panel recommended approval of the project subject to resolution of the
Panel comments. The applicant has addressed the Panel's comments including the addition of a children's play area to the rooftop, changes to the lobby, and changes to materials.

A detailed review of development permit issues, outlining the project's compliance with the applicable development permit guidelines will be provided for Council's consideration at the Development Permit stage.

b) Energy and Water Conservation and Greenhouse Gas Emission Reduction

The proposal as designed is consistent with the OCP Guidelines for Energy and Water Conservation and Greenhouse Gas Emission Reduction.

On October 19, 2020 Council directed that bylaws be prepared to adjust the District's approach to Energy Step Code and Greenhouse Gas Intensity Targets, with an implementation date of mid-2021. The proposed approach would include a two-tiered system that would require all Part 3 Residential new construction to meet either Step 4 under the BC Step Code, or meet Step 3 and include a Low Carbon Energy System (LCES), with the LCES having an emission target of less than 3 CO2e/m2/yr.

The applicant for the subject proposal is currently exploring two options:

- Electric Heating with gas-fired water and common space heating (resulting in emissions of approximately 9.8kg of CO2e/m2/yr)
- 100% electric (resulting in emissions of approximately 1.3 kg of CO2e/m2/yr)
As this project is a rental building, including a component of non-market rental, the applicant is exploring the cost implications of these options.

In accordance with the District’s Construction Bylaw, this project is required to meet Step 3 of the BC Energy Step Code. The applicant has considered the District’s draft Community Energy and Emissions Plan (CEEP) and Council’s recent declaration of a Climate Emergency and proposes the following:

- Heating system based on air source heat pumps which run exclusively on electricity
- Transportation Demand Management (TDM) strategies including measures to promote transit use including bus passes with a credit provided at the start of all new tenancies
- Parking ratio of 0.55 stalls per unit
- Roadway improvements including new pedestrian and bicycle infrastructure
- Two parking stalls dedicated to carshare programs
- Building designed to surpass recommendations of Step 3 of Energy Step Code
- Replanting of 33 trees along the perimeter of the site
- Rooftop urban agriculture initiatives

c) Protection from Natural Hazards (Creek Hazard)

The proposal is consistent with the OCP Guidelines for Protection from Natural Hazards (Creek Hazard). A flood hazard assessment report by Northwest Hydraulics Consultants was submitted with the application and the building is designed in accordance with that report.

A detailed review of development permit issues, outlining the project’s compliance with the applicable development permit guidelines, will be provided for Council’s consideration should the application proceed through the OCP amendment and rezoning process.

Accessibility

The proposal fulfils the requirements of the District’s Accessible Design Policy for Multi-family Housing as 100% of the apartment units meet the ‘Basic Accessible Design’ criteria and 5% of the apartment units meet the ‘Enhanced Accessible Design’ criteria. A total of seven units will include ‘enhanced accessible design’ features.
Vehicle Parking

Vehicle parking is proposed in a single level underground garage with additional at-grade stalls accessed from the existing lane. Access to the underground garage is proposed through a ramp from the existing lane to the south of the subject site.

The District’s “Reduced Parking Rates for Multifamily Residential Developments Policy” would require 0.85 spaces per unit (0.75 plus 0.1 for visitors) which would result in 119 parking spaces.

The proposal as submitted includes a total of 101 parking spaces with two of these spaces for car share and 14 for visitors, an overall ratio of 0.72 spaces per unit. The car share and visitor parking spaces are at-grade at the south side of the building.

As changes resulting from the review and finalization of the road requirements and civil design may affect the ability to provide parking, the CD130 Zone specifies a minimum requirement of 0.55 spaces per unit - actual parking provided will be a minimum of 0.55 spaces per unit up to a maximum of 0.72 spaces per unit.

The District OCP includes statements that support reductions in parking including:

- Section 5.1 (8): Consider, where appropriate, reducing vehicle parking requirements for new developments in centres and corridors well served by transit to encourage alternate modes of transportation and increase housing affordability
- Section 7.2 (8): Support, where appropriate, parking reductions for purpose built market and affordable rental units
- Section 7.3 (3) Apply incentives (including, but not limited to density bonusing, pre-zoning and reduced parking requirements) as appropriate, to encourage the development of affordable housing

The applicant has submitted a Transportation Impact Assessment prepared by Bunt and Associates that supports the proposed parking rate of 0.72 parking spaces per unit.

The applicant has proposed electric vehicle charging for 20% of the parking spaces with conduits in place for the remaining parking spaces to accommodate electric vehicle charging.

Staff are supportive of the proposed parking rate as the site is adjacent to Phibbs Exchange and is well-served by transit. The Lynn Creek Town Centre includes numerous long-term transportation improvements for pedestrians and bicyclists.

Bicycle Parking and Storage

The proposal includes 176 bicycle storage spaces for residents in the underground parking garage, providing a ratio of 1.26 spaces per unit. Six visitor bicycles spaces are
provided adjacent to the entrance of the building. In addition, e-bike charging stations are proposed. The requirements for the bicycle spaces are secured in the proposed CD130 zone.

The District's “Bicycle Parking and End-of-Trip Facilities Policy” was approved in December 2019 as the design for this project was being finalized. The policy proposes the following rates for bicycle parking:

- A minimum of 1.5 spaces for a studio or one-bedroom unit
- A minimum of 2 spaces for a two or more bedroom unit

A total of 244 bicycle spaces would be required under this policy. Due to the site constraints and significant costs of constructing a second level in the underground garage, the project is not able to achieve the number of bicycle spaces suggested under this new District policy. Staff believe the total of 176 bicycle spaces proposed for the project will be adequate and will continue to work with the applicant to identify opportunities for more bicycle parking on the site, to be finalized prior to consideration of issuance of the development permit.

Overall, the bicycle parking proposed, along with the proximity to transit service, will help to support alternate transportation options for residents and visitors to the project.

**Off-site Improvements**

The application includes a number of off-site improvements:

- Improved street frontages with street tree plantings and streetlight upgrades, including pedestrian lighting, curb, gutter, and paving improvements, along Mountain Highway and Oxford Street.
- New bicycle lane on Mountain Highway along the west frontage of the site.
- Creation of a new north-south lane connecting the existing lane to Oxford Street.

This project would provide substantial land dedications for roadways including:

- The creation of a new north-south lane which allows for elimination of the access/egress to Mountain Highway from the existing lane;
- Dedications on Mountain Highway to create a new bicycle lane;
- Dedications on Mountain Highway and Oxford Street to improve the turning radius for buses, including the new rapid bus.

The estimated total value of off-site works (engineering and landscaping) is $360,000. This estimate has been provided by the applicant and the full scope (and value) of required off-site construction will be determined through the detailed design work at the Building Permit stage.

**Development Cost Charges**

The project will pay Development Cost Charges (DCC's) at the applicable rate at the date of Building Permit submission should the OCP amendment, rezoning, and
Development Permit be approved. The estimated District DCC payable at 2020 rates for the 134 market rental units is $1,019,211. Bylaw 8457 is a Development Cost Charge Waiver Bylaw to establish a DCC rate at $0 for the six non-market rental units only, subject to securing the non-market units in a housing agreement bylaw. The estimated value of the DCC waiver for the six non-market units is $47,229.

Landscaping

A landscape plan has been submitted with the rezoning application showing planting around the perimeter of the project. A small exterior amenity space is proposed on Oxford Street adjacent to an amenity room and an additional outdoor amenity space is provided on the rooftop. The rooftop space includes a play area, movable seats, garden plots, and a BBQ station. A more detailed review of landscape issues will be included in the development permit report.

Community Amenity Contribution

The District's Community Amenity Contribution (CAC) Policy outlines expectations for projects and includes a list of potential in-kind contributions that can be considered in lieu of a cash CAC including "Land for, or provision of, affordable, rental or special needs housing." The proposal includes 134 market rental units and 6 non-market rental units that are secured in perpetuity which represents the amenity for this project.

A third party consultant has reviewed the project's pro forma and notes the following as the main reasons why there is no increase in land value with the proposed rezoning and therefore no cash contribution in addition to the in-kind CAC:

- Rental development supports much lower rezoned land value than strata apartment development because the value of a completed rental building (per square foot) is lower than the value of a strata building, but the costs to create a rental building are similar to the costs to create a strata building.
- Market rental rates are lower in Lynn Creek than other parts of North Vancouver.
- A portion of the site needs to be dedicated to the District for the creation of a new lane at the eastern edge of the property.
- There will be significant servicing costs associated with upgrading Mountain Highway, Oxford Street, the rear lane, and the new lane required at the east end of the property.

The rental units are secured by Bylaw 8458 in perpetuity and the CD130 Zone created by Bylaw 8456 does not include a cash amenity.

Tenant Relocation Assistance

The District's Residential Tenant Relocation Assistance Policy (RTRAP) applies to rezoning applications that require the demolition of any building or combination of buildings containing more than four rental dwelling units, at the time of submission of
the detailed application. The policy was amended in March 2018, as the previous policy only applied to purpose-built rental units.

There are six existing single family houses on site and one secondary suite for a total of seven units. All units are currently rented and the applicant notes that at the time that leases were entered into, signing all tenants were made aware of the intended redevelopment of the site.

The tenant relocation package includes the following:

- An extended notice period of five months.
- Three months of free rent.
- $750 for costs associated with tenant moving expenses.
- Priority right to rent in the new building.

A tenant communication plan is proposed that informs the tenants of input opportunities during the rezoning process using email, direct mail, and hand-delivered notification. A tenant relocation coordinator has been selected and information on tenant resources will also be provided via email.

The tenant relocation package will be secured in the required Development Covenant.

**Construction Traffic Management Plan**

The site, outlined in red, is shown on the map on the following page in relation to other current and potential development projects in the area.

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 coordinate with other projects in the area to minimize construction impacts on pedestrian and vehicle movement along Oxford Street, with particular attention paid to impacts to bus movements. The plan is required to be approved by the District prior to issuance of a building permit.
In particular, the Construction Traffic Management Plan must:

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

The project will contribute the following housing amenities, off-site works, land, and DCC’s:

- Six non-market rental units
- 134 market rental units
- Off-site works currently estimated at approximately $360,000
- Land dedications totalling approximately 340m² (3,660 sq. ft.)
- DCC’s on 134 market rental units estimated at $1,019,211

The District’s housing reserve fund will support the waived DCC’s on the non-market residential units (estimated at $47,229 based on 2020 DCC rates).

Concurrence

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

The District of North Vancouver Rezoning Bylaw 8456 affects land lying within 800m of a controlled access intersection and therefore approval by the Provincial Ministry of Transportation and Infrastructure (MOTI) will be required after third reading of the bylaw and prior to bylaw adoption. As part of this review MOTI may require additional analysis and commitments to upgrades.

School District 44 was provided a copy of the application materials to ensure the School District is aware of these potential new residential units. No response was received from the School District.

Public Input

The applicant held a facilitated Public Information Meeting on January 31, 2019. Notices were distributed to neighbours in accordance with the District’s policy on Non-Statutory Public Consultation for Development Applications. A sign was placed on the property to notify passers-by of the meeting, and advertisements were placed in the North Shore News. A webpage was established for this project on the District’s website.

The meeting was attended by approximately 13 residents.

In general there was support for the project and participants recognized the demand for rental housing. Questions arose around the construction timeline, rental rates, and parking concerns in the neighbourhood. A copy of the facilitator’s report with redacted public input is attached to this report.
Implementation

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

Bylaw 8455 (Attachment 2) amends the OCP designation for the subject properties from “Residential Level 6” (RES6) to “Commercial Residential Mixed Use Level 3n” (CRM3).

Bylaw 8456 (Attachment 3) rezones the subject site from “Single Family Residential 6000” Zone (RS4) to a new “Comprehensive Development 130” Zone (CD 130) which:

- establishes the permitted residential use;
- allows home occupations as an accessory use;
- establishes the maximum permitted floor area on the site;
- establishes setback and building height regulations; and,
- establishes parking regulations specific to this project.

Bylaw 8457, (Attachment 4) authorizes the District to reduce the DCCs for the six non-market rental units to ‘zero’.

Bylaw 8458, (Attachment 5) authorizes the District to enter into a Housing Agreement to secure market and affordable rental units.

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, accessible design features, and electric vehicle charging.

Additional legal documents required for the project will include:

- subdivision plan showing road dedications
- statutory right of way on Mountain Highway for a new sidewalk
- stormwater management covenant
- registration of housing agreement to ensure the rental tenure and affordable units are secured in perpetuity

CONCLUSION

The proposed 140 unit rental building project assists in the implementation of the District’s Official Community Plan and the Lower Lynn Implementation Plan (Lynn Creek), and helps to fulfill District housing objectives. The rezoning proposal is now ready for Council’s consideration.
Options:

The following options are available for Council's consideration:

1. Give Bylaws 8455, 8456, 8457, and 8458 First Reading and refer Bylaws 8455 and 8456 to a Public Hearing (staff recommendation);

2. Give the bylaws no readings; or,

3. Return the bylaws to staff.

Respectfully submitted,

Casey Peters
Senior Development Planner

Attachments:
1. Detailed Application Drawing Package
2. Bylaw 8455 – OCP Amendment
3. Bylaw 8456 – Rezoning
4. Bylaw 8457 – DCC Waiver
5. Bylaw 8458 – Housing Agreement
6. Facilitator's Report from Public Information Meeting
SUBJECT: Bylaws 8455, 8456, 8457, and 8458: OCP Amendment, Rezoning, DCC Waiver Bylaw, Housing Agreement Bylaw for 220 Mountain Hwy, 1515-1555 Oxford Street
October 14, 2020

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<th></th>
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</thead>
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<tr>
<td>□ Development Planning</td>
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<tr>
<td>□ Planning</td>
<td></td>
</tr>
</tbody>
</table>

External Agencies:
- □ Library Board
- □ NS Health
- □ RCMP
- □ NVRC
- □ Museum & Arch.
- □ Other:
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The Corporation of the District of North Vancouver

Bylaw 8455

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:

Citation

1. This bylaw may be cited as “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8455, 2020 (Amendment 41)”.

Amendments

2. 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 6: Medium Density Apartment” (RES6) to “Commercial Residential Mixed-Use Level 3” (CRMU3)

READ a first time by a majority of all Council members.
PUBLIC HEARING held
READ a second time by a majority of all Council members.
READ a third time by a majority of all Council members.
ADOPTED by a majority of all Council members.

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk
Map 2  Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from "Residential Level 8: Medium Density Apartment" (RES8) to "Commercial Residential Mixed Use Level 3" (CRMU3)
The Corporation of the District of North Vancouver

Bylaw 8456

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

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

1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)".

2. Amendments

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

(a) Part 2A, Definitions is amended by adding CD130 to the list of zones that Part 2A applies to.

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

"Comprehensive Development Zone 130 CD130"

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

"4B130 Comprehensive Development Zone 130 CD130"

The CD130 zone is applied to:

i) Lot A Except: Part Dedicated Road on Plan BCP17008 Block 41 District Lot 204 Group 1 New Westminster District Plan 1340 (PID: 013-694-944);

ii) Lot 3 Block 41 District Lot 204 Plan 1340 (PID: 014-742-527);

iii) Lot 4 Block 41 District Lot 204 Plan 1340 (PID: 014-742-535);

iv) Lot 5 Block 41 District Lot 204 Plan 1340 (PID: 014-742-543);

v) Lot 6 Block 41 District Lot 204 Plan 1340 (PID: 002-622-165);

vi) Amended Lot 7 (See 219838L) Block 41 District Lot 204 Plan 1340 (PID: 014-742-551); and

vii) Amended Lot 9 (See 219839L) Block 41 District Lot 204 Plan 1340 (PID: 010-856-731).
4B 130 - 1 Intent

The purpose of the CD 130 Zone is to permit a medium-density rental residential development.

4B 130 - 2 Permitted Uses

The following principal uses shall be permitted in the CD 130 Zone:

a) Uses Permitted Without Conditions:

   Not applicable

b) Conditional Uses:

   Residential use

4B 130 - 3 Conditions of Use

a) Residential: Residential uses are only permitted when the following conditions are met:

   (i) Each dwelling unit has access to private or semi-private outdoor space with the exception of the ground floor units on the east elevation; and

   (ii) Balcony and deck enclosures are not permitted.

4B 130 - 4 Accessory Use

a) Accessory uses customarily ancillary to the principal uses are permitted.

b) Home occupations are permitted in residential units.

4B 130 - 5 Density

a) The maximum permitted density is 1,382.7m² (14,883.3 sq. ft.) and 7 residential units.

b) For the purpose of calculating gross floor area the following are exempted:

   i. Any floor areas below finished grade;
   ii. Amenity space(s) to a maximum of 185m² (1,991 sq. ft.);
   iii. Mechanical and electrical rooms up to a maximum of 130m² (1,399 sq. ft.);
iv. Garbage room(s) up to a maximum of 55m² (592 sq. ft.);
v. At-grade parking including that which is covered by building above and open on at least one side; and
vi. The area of balconies and covered patios.

For the purposes of calculating FSR the lot area is deemed to be 3,072.6 m² (33,073 sq. ft.) being the site size at the time of rezoning.

Balcony and deck enclosures are not permitted

4B 130 – 6 Amenities

Despite Subsection 4B130 – 5, permitted density in the CD130 Zone is increased to a maximum of 9,105 m² (98,005 sq. ft.) gross floor area and 140 units if the owner enters into a Housing Agreement to secure the units as rental in perpetuity.

4B 130 – 6 Setbacks

Buildings shall be set back from property lines to the closest building face (excluding any partially-exposed underground parking structure) as established by development permit and in accordance with the following regulations:

<table>
<thead>
<tr>
<th>Setback</th>
<th>Buildings (Minimum Setback)</th>
</tr>
</thead>
<tbody>
<tr>
<td>North (Oxford Street)</td>
<td>4.0m (13.1 ft)</td>
</tr>
<tr>
<td>East (Lane)</td>
<td>1.2m (3.9 ft)</td>
</tr>
<tr>
<td>West (Mountain Highway)</td>
<td>2.2m (7.2 ft)</td>
</tr>
<tr>
<td>South (Lane)</td>
<td>4.4m (14.4 ft)</td>
</tr>
</tbody>
</table>

Decks and patios are excluded from the setback requirements.

4B130 – 7 Height

The maximum permitted height is:

a) Multi-family apartment building: 23.0m (75.5 ft);

4B 130 – 8 Coverage

a) Building Coverage: The maximum building coverage is 75%.

b) Site Coverage: The maximum site coverage is 85%.
4B 130 – 9 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, all with minimum 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 facility (garbage, recycling, compost with the exception of temporary, at-grade staging areas) or loading areas that are not located underground and/or within a building.

4B 130 – 10 Parking, Loading and Servicing Regulations

a) Parking and loading are required as follows:

<table>
<thead>
<tr>
<th>Use</th>
<th>Parking Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential dwelling unit in a building designated rental in perpetuity by way of a housing agreement or legal covenant</td>
<td>0.55 spaces per unit to a maximum of 0.61 spaces per unit</td>
</tr>
<tr>
<td>Visitor</td>
<td>0.1 spaces per unit</td>
</tr>
<tr>
<td>Car Share</td>
<td>2 spaces</td>
</tr>
<tr>
<td>Loading</td>
<td>1 space</td>
</tr>
</tbody>
</table>

b) Small Car are permitted under the following conditions:
   i) The ratio of small car parking spaces in the CD130 Zone shall not exceed 53% of the total vehicle parking requirement.

c) Parking Setbacks from the lane from which parking spaces are directly accessed is permitted to be 0 m (0 ft).

d) Bicycle parking is required as follows:

<table>
<thead>
<tr>
<th>Use</th>
<th>Bicycle Parking Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residents</td>
<td>1.26 spaces per unit</td>
</tr>
<tr>
<td>Visitors</td>
<td>6 spaces</td>
</tr>
</tbody>
</table>

e) Except as specifically provided in 4B130 - 10 (a), (b), (c), and (d) parking shall be provided in accordance with Part 10 of this Bylaw."
(d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Single Family Residential 6000 zone (RS4) to Comprehensive Development Zone 130 (CD130).

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of "District of North Vancouver Rezoning Bylaw 1401 (Bylaw 8456)" 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 8456

BYLAW 8456
District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8456)

SINGLE-FAMILY RESIDENTIAL 6000 ZONE (RS4) TO COMPREHENSIVE DEVELOPMENT ZONE 130 (CD130)
The Corporation of the District of North Vancouver

Bylaw 8457

A bylaw to waive Development Cost Charges

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

Citation

1) This bylaw may be cited as “Mountain Highway Development Cost Charges Waiver Bylaw 8457, 2020”.

Waiver

2) Development Cost Charges are hereby waived in relation to the Eligible Development proposed to be constructed on the lands shown on the attached plan and the development cost charge rates for the Eligible Development are hereby set at zero.

3) For the purpose of this Bylaw “Eligible Development” means not more than six (6) affordable rental housing units, each unit not exceeding 50 m² in floor area, to be constructed in the proposed six storey apartment building, and where the affordable rental rate structure is secured by way of an affordable housing agreement bylaw, restrictive land use covenant or other measure acceptable to the Municipal Solicitor.

READ a first time

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 8458

A bylaw to enter into a Housing Agreement

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

Citation

1. This bylaw may be cited as “Housing Agreement Bylaw 8458, 2020 (220 Mountain Highway)".

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and TPL Developments Oxford GP Inc., Inc. No. BC1079915 substantially in the form attached to this Bylaw as Schedule “A” with respect to the following lands:

   a) Lot A Except: Part Dedicated Road on Plan BCP 17008 Block 41 District Lot 204 Group 1 New Westminster District Plan 1340 (PID: 013-694-944);
   b) Lot 3 Block 41 District Lot 204 Plan 1340 (PID: 014-742-527);
   c) Lot 4 Block 41 District Lot 204 Plan 1340 (PID: 014-742-535);
   d) Lot 5 Block 41 District Lot 204 Plan 1340 (PID: 014-742-543);
   e) Lot 6 Block 41 District Lot 204 Plan 1340 (PID: 002-622-165);
   f) Amended Lot 7 (See 219838L) Block 41 District Lot 204 Plan 1340 (PID: 014-742-551); and
   g) Amended Lot 9 (See 219839L) Block 41 District Lot 204 Plan 1340 (PID: 010-856-731).

Execution of Documents

3. 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

Certified a true copy

Municipal Clerk
Schedule A to Bylaw 8458

SECTION 219 RENTAL HOUSING AGREEMENT COVENANT
and RENT CHARGE

THIS AGREEMENT dated for reference the ___ day of ________, 2020

BETWEEN:

TPL Developments Oxford GP Inc., Inc. No. BC1079915
200-1111 West Hastings Street, Vancouver, BC V6E 2J3

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, 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

A. The Developer 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");

B. 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;

C. 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

D. The Developer 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 Developer 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) "Affordable Rental Units" means collectively the studio Dwelling Unit and 5 one bedroom Units, shown in Schedule “A”, provided that the Owner may from time to time, subject to obtaining the prior written approval of the Director, which approval will not be unreasonably withheld, substitute other Dwelling Units in the Building as the Affordable Rental Units in place of the Dwelling Units shown on Schedule “A”, provided that the mix of Affordable Rental Units does not change and the aggregate number of Affordable Rental Units in the Building will always be no less than 6. The Director’s approval of a proposed substitute Dwelling Unit will not be withheld provided that the proposed substitute Dwelling Unit is, in the reasonable opinion of the Director, at least equal to the Dwelling Unit being substituted in size, quality and condition;

   (b) "Annual Allowable Adjustment" means an increase in the Maximum Rate once each calendar year by the lesser of:

   (i) the 12 month average percent increase in the Consumer Price Index for the previous calendar year; or

   (ii) the average percent increase in the rent charged for those Market Rental Units of similar size which are occupied at any time during the applicable calendar year,

   If the 12 month average percent change in the Consumer Price Index for any calendar year is less than zero then the affordable rent for the following year must not be increased, but may be decreased at the Owner’s discretion;

   (c) "Approving Officer" means the approving officer for the District appointed under the *Land Title Act*;

   (d) “Building” means the building on the Land contemplated by Development Permit No. ________ and by the Development Covenant;

   (e) "Consumer Price Index" means the all-items consumer price index published by Statistics Canada, or its successor in function, for British Columbia (based on a calendar year);

   (f) “Development Covenant” means the covenant under section 219 of the *Land Title Act* dated for reference ________, 20__ granted by the Owner to the District and registered at the LTO against the Land under number CA__________;

   (g) “Director” means the District’s General Manager of Planning, Permits and Properties and his or her designate;
(h) "Discounted CMHC Rental Rate" means for each Affordable Rental Unit:

(i) for the calendar year in which a certificate of final occupancy is issued for the Building by the District, the amount set out in Schedule “B” for the applicable Affordable Rental Unit increased by the Annual Allowable Adjustment from the calendar year in which this Agreement is executed and delivered by both parties until the calendar year in which the final occupancy permit is issued; and

(ii) for each subsequent calendar year, an amount not greater than the rent for the preceding calendar year increased by the Annual Allowable Adjustment for such preceding calendar year;

(i) "Dwelling Unit" has the meaning given to it in the Zoning Bylaw;

(j) "Eligibility Requirements" means aggregate annual household gross income that is less than or equal to 333% of the annual rent for the size of Affordable Rental Unit proposed to be rented (which rent, for greater certainty, may not be greater than the Maximum Rate for the unit), where said aggregate income is established by way of true copies of the previous year's income tax returns for each household member or individual who will reside in the Affordable Rental Unit provided, however, a person will be deemed not to meet the Eligibility Requirements if the Owner has reasonable grounds to believe that such person is not in need of subsidized housing (e.g. seniors with a substantial assets or students with financial support from parents) even if such person would otherwise meet the criteria set out above;

(k) "Land" has the meaning given to it in Recital A hereto;

(l) "LTO" means the Lower Mainland Land Title Office and any successor of that office;

(m) "Market Rental Units" means all of the Dwelling Units in the Building which are not Affordable Rental Units;

(n) "Maximum Rate" means the Discounted CMHC Rental Rate for each Affordable Rental Unit or another rental rate for each Affordable Rental Rate that is consented to in writing in advance by the Director pursuant to section 4 herein;

(o) "Owner" means the Developer and any other person or persons registered in the LTO 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;

(p) "Proposed Development" has the meaning given to it in the Development Covenant;

(q) "Society" means a registered housing society approved in writing by the District;
(r) "Zoning Amendment Bylaw" means District of North Vancouver Rezoning Bylaw ______ (No. _____, 2018); and

(s) "Zoning Bylaw" means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.

2. **No Subdivision** – The Land and any improvements from time to time thereon (including without limitation the Building), may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.

3. **The Housing Society** – No building or structure on the Land shall be occupied for any purpose and the District shall not issue any occupancy permit in respect of any building or structure on the Land, and the Owner shall not offer for rent any Affordable Rental Units or Market Rental Units in the Building or enter into any residential tenancy agreements in respect of any said Dwelling Units, unless and until the Owner has:

   (a) entered into a lease, licence or operating agreement with the Society in respect of the Affordable Rental Units, said agreement to be in form and substance acceptable to the District; and

   (b) caused the Society to enter into a separate agreement with the District in form and substance acceptable to the District regarding the operation of the Affordable Rental Units.

4. **Changing the Discounted CMHC Rental Rate** – The Society may request in writing that the Director consent to the Society charging a rental rate for each Affordable Rental Unit that is different from the Discounted CMHC Rental Rate, and the Director will not unreasonably refuse such a request provided that the Director is satisfied, in his or her discretion, that the change in rental rates would be fair and would result in lower rent, on an aggregate basis, for the Affordable Rental Units.

5. **Use of Market Rental Units** – No Market Rental Unit in the Building may be used for any purpose whatsoever save and except for the purpose of rental housing pursuant to arm’s length month-to-month residential tenancy agreements or arm’s length residential tenancy agreement with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).

6. **Use of Affordable Rental Units** - No Affordable Rental Unit will be used for any purposes whatsoever save and except for the purpose of providing rental accommodation in the Affordable Rental Unit to tenants meeting the Eligibility Requirements pursuant to arm’s length month-to-month residential tenancy agreements or residential tenancy agreements with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted), where said tenancy agreements comply with all of the requirements of section 8.
7. **Occupancy Restriction** – No Affordable Rental Unit may be occupied except by:

(a) a person meeting the Eligibility Requirements pursuant to month-to-month residential tenancy agreements or residential tenancy agreement with terms not exceeding three years in duration that complies with section 8; and

(b) the other members of the person’s household, provided that the income of all members (other than income of legal dependents up to a maximum of $10,000 per year per dependent) is included in the determination of eligibility under the Eligibility Requirements.

8. **Tenancy Agreements for Affordable Rental Units** - The Owner shall not suffer, cause or permit occupancy of any Affordable Rental Unit except pursuant to a residential tenancy agreement that:

(a) is entered into by the Owner and, as tenant, a person at arm’s length from the Owner. For the purpose of this Agreement, “at arm’s length” means:

(i) not in any other contractual relationship with the Owner or any director, officer or other senior employee of the Owner;

(ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner; and

(iii) not employed by any corporate entity that is an affiliate of the Owner, as that term is defined in the *British Columbia Business Corporations Act* as of the date of this Agreement,

provided that the Director may, in his or her sole discretion, relax the restrictions contained in this subsection 8(a) upon the written request of the Owner on a case-by-case basis. Any such relaxation in relation to any particular residential tenancy agreement is not to be construed as or constitute a waiver of the requirements in relation to any other residential tenancy agreement. No relaxation of the restrictions in this subsection 8(a) will be effective unless it is granted in writing by the Director prior to the execution and delivery of the residential tenancy agreement to which the relaxation relates.

(b) does not, in relation to any Affordable Rental Unit, require payment of rent or any other consideration for the Affordable Rental Unit directly or indirectly that exceeds the Maximum Rate for the unit, but the tenant may be required to pay:

(i) additional consideration for parking, provided that the additional consideration does not exceed an amount charged from time to time for a parking stall to tenants in the Market Rental Units; and

(ii) third party providers directly for utilities, internet services and, if approved by the Director acting reasonably, other services not usually included in rent except the cost of hydronic heat, air conditioning or hot water which
must be included in Maximum Rate no matter who may be providing these services;
(c) allocates bicycle locker storage space to tenants in the Affordable Rental Units on the same terms and conditions, and with the same priority, as is offered to tenants in the Market Rental Units, except that tenants in the Affordable Rental Units will not be required to pay any amount for bicycle storage locker space;
(d) does not require the rent to be prepaid at an interval greater than monthly;
(e) prohibits the tenant from subletting the unit, assigning the tenancy agreement, or operating the unit on a short term rental basis (less than one month), except to the extent that the Residential Tenancy Act restricts or prohibits such prohibitions;
(f) requires the tenant to provide within 30 days of demand true copies of the most recent filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of the unit; and
(g) contains a provision that, if the tenant ceases to qualify for the Affordable Rental Unit because he or she no longer meets the Eligibility Requirements, the Owner may end the tenancy agreement by giving the tenant a clear six months' notice to end the tenancy in accordance with section 49.1 of the Residential Tenancy Act (or successor legislation).

9. **Rental Application Process** – The Owner must:
(a) accept applications for residential occupancy of the Affordable Rental Units from all applicants meeting the Eligibility Requirements;
(b) maintain a housing list of all eligible applicants from whom the Owner has accepted applications;
(c) where Affordable Rental Units become available for occupancy, offer the units to persons on the housing list in the order in which their applications were made, unless:
   (i) the person no longer meets the Eligibility Requirements; or
   (ii) the Owner does not consider the person to be an acceptable candidate for occupancy of that Affordable Rental Unit because the person does not satisfy other reasonable and fair criteria established by the Owner from time to time; and
(d) make the housing list available to the District upon request.

10. **Duty to Account and Report** – In addition to the other covenants and obligations to be performed by the Owner hereunder, the Owner covenants and agrees that it will:
(a) keep or cause to be kept separate true and accurate records and accounts in accordance with generally accepted accounting principles regarding the rental income earned from both the Market Rental Units and the Affordable Rental Units; and

(b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Affordable Rental Units.

11. **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 “C”, sworn by the Owner (or a director or officer of the Owner if the Owner is a corporation) under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.

12. **Damages and Rent Charge**

   (a) The Owner acknowledges that the District requires compliance with the provisions in this Agreement for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this Agreement, the Owner must pay the District $200.00 (the “Daily Amount”), as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 each calendar year by the 12 month average percent increase in the Consumer Price Index for the previous calendar year. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.

   (b) By this section, the Owner grants to the District a rent charge under section 219 of the Land Title Act, and at common law, securing payment by the Owner to the District of the amounts described in subsection 12(a). The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under subsection 12(a) is due and payable to the District in accordance with subsection 12(a). The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.

   (c) The Director may, in his or her sole discretion, grant to the Owner full or partial relief from the obligation to pay liquidated damages on a case-by-case basis if the Owner establishes to the satisfaction of the Director, in the Director’s discretion, that the breach for which the Daily Amount is payable was inadvertent. No such relief in relation to any particular default is to be construed as or deemed to constitute relief in relation to any other default other default.

13. **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.

14. **Indemnity** – Except for the negligence of the District or its employees, agents or contractors, the Owner will indemnify and save harmless each of the District and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible or the Owner’s ownership, operation, management or financing of the Rental Unit or any part thereof, or the use and occupancy of any Dwelling Units in the Building by anyone.

15. **Release** – Except to the extent such advice or direction is given negligently, 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 any Dwelling Units in the Building or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

16. **Survival** – The covenants of the Owner set out in Sections 14 and 15 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 or any Dwelling Unit therein, as applicable.

17. **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.

18. **Compliance with Laws** – The Owner will at times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, bylaws, and orders of the District and other authorities having jurisdiction, including all rules, regulations, policies, guidelines and the like under or pursuant to them.
19. **Cost** – The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District’s administration costs (as determined by the District’s charge out rate for District staff time) in connection with the preparation or enforcement of this Agreement and all other covenants, agreements and statutory rights of way granted by the Owner to the District or entered into between the owner to the District in respect of the development of the Land contemplated in this Agreement and ancillary documents and any modifications, discharges and partial discharges of them from time to time, and the costs of registration of such documents in the LTO.

20. **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 Lands.

21. **Interpretation** – In this Agreement:

(a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

(b) any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations;

(c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

(d) 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;

(e) reference to the “Land” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;

(f) 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;

(g) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;

(h) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;

(i) time is of the essence;
(j) all provisions are to be interpreted as always speaking;

(k) 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;

(l) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;

(m) 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;

(n) 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

(o) 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 performed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.

22. 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:

TPL Developments Oxford GP Inc., Inc. No. BC1079915
200-1111 West Hasting Street
Vancouver, BC
V6E 2J3

Attention: ________________
Fax: ________________

(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: Director, Planning Permits and Properties
Facsimile: (604) 984-8664
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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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).

28. **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.

29. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Land.

30. **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 Affordable Rental Unit or Market Rental Unit; 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.

31. **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.

32. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

33. **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.

34. **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.

35. **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.

36. **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.
37. **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"
THE AFFORDABLE RENTAL UNITS

To be inserted prior to 3rd reading
SCHEDULE “B”
THE AFFORDABLE RENTAL UNITS – RENTAL RATES

<table>
<thead>
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<tr>
<td>Rental Rate</td>
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SCHEDULE “C”
STATUTORY DECLARATION

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

PROVINCE OF BRITISH COLUMBIA

I, ____________________________, of ____________________________, British Columbia, do solemnly declare:

1. That I am the ______ (director, officer, employee) of ____________, (the "Owner") the owner of the land legally described as [insert legal][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. On ____________, ________:

   (a) all of the Affordable Rental Units (as defined in the Housing Agreement) were occupied by tenants pursuant to Arm’s Length (as defined in the Housing Agreement) month-to-month residential tenancy agreements or Arm’s Length residential tenancy agreements with terms not exceeding three years in duration that comply with section 8 in the Housing Agreement subject to the following vacancies ____ (nil if left blank); and

   (b) the names and mailing addresses of all of the tenants in the Affordable Rental Units are listed in Schedule A to this statutory declaration.

4. To the best of my knowledge and belief the Owner is not in breach of any of its obligations under the Housing Agreement.

5. The Owner has used commercially reasonable efforts to obtain the most recently filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of each Affordable Rental Unit, and has reviewed same, and I have, to the extent reasonably possible based on the information provided to the Owner by tenants, confirmed that as of ____________, ________ the tenant(s) of each Affordable Rental Unit continue to qualify for their Affordable Rental Unit because the aggregate income of all occupants residing in the Affordable Rental Unit meets the Eligibility Requirements, as defined in the Housing Agreement.

5. 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__.

____________________________, 20__.

______________________________
Signature of person making declaration
A Commissioner for Taking Affidavits for British Columbia

Schedule A to the Statutory Declaration of ________________

<table>
<thead>
<tr>
<th>Name of Eligible Person</th>
<th>Age of Eligible Person</th>
<th>Other Resident(s) of Dwelling Unit</th>
<th>Apt. No.</th>
</tr>
</thead>
</table>
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220 Mountain Highway and 1515-1555 Oxford Street

Public Information Meeting Summary Report

Event Date: January 31, 2019
Time: 6:30pm – 8:30pm
Location: North Shore Winter Club, 1325 E. Keith Road, North Vancouver
Attendance: 13 members of the public signed in.
Comments: Seven comment sheets, two e-mails, and one phone call were submitted.

Meeting Purpose:
1) To present development proposal materials to neighbours
2) To provide an opportunity for the public to ask questions about the proposal
3) To provide an opportunity for neighbours to comment on the proposal

Notification:
In accordance with District of North Vancouver policies:

Invitation Brochures
Invitations and informational packages were delivered to 228 addresses within a 100m radius from the site, meeting District requirements. Appendix A includes a copy of this package and a map of the distribution area.

Newspaper Ad
A newspaper ad was placed in the North Shore News on Friday, January 25, 2019 and Wednesday, January 30, 2019. A copy of the ad is included in Appendix A.

Notification Signs
A notification sign was installed on the property on January 16, 2019, providing two weeks’ notice to neighbours of the meeting. A photograph of the installed sign is provided in Appendix A.

Attendance:
13 members of the public signed in for the meeting. A copy of the redacted sign-in sheet is included in Appendix B.

The following City staff and project team members were in attendance:

District of North Vancouver:
• Casey Peters, Development Planner

Project Team:
• Adel Bellemlih, Redic Development
• Ryan Rohani, Redic Development
Overview:
The meeting was held in a Public Information Meeting format. Meeting participants could browse the display boards and engage with the project team directly, followed by a formal presentation and facilitated question and answer period. The facilitator noted questions and comments on a flip chart for all to see.

The participants were invited to submit written comments to the facilitator or to the municipal planner. The comment period remained open from the night of the meeting, January 31, 2019 to February 14, 2019. Seven comment sheets, two e-mails, and one phone call were submitted to the municipal planner.

The general tone of the evening was support for this development proposal. Community members recognized the demand for rental housing in the neighbourhood as a more attainable alternative to home ownership. Questions arose around the construction timeline, the height of the building, whether or not it will be pet-friendly, as well as the rental rates. The suggestion was made to the DNV to consider a parking solution for people taking transit from this area.

The overall development proposal was supported by most participants.

Public Dialogue:
(Q = Question, A = Answer, C = Comment, and the number is to track the dialogue)

Q1  Will there be public parking for people taking transit from here?
   A1  The District does not have control over the MOT parcel nearby. The District has raised the importance of creating some kind of parking at Phibbs Exchange.

Q2  When will the project be complete?
   A2  The estimated timeline is 6 months to 1 year to complete the detailed rezoning application process. With construction, it could be approximately 3 years.

Q3  What will rental rates be?
   A3  Construction prices are changing rapidly. We will not know for at least one year. The rental building next door is a good comparable for pricing.

C4  There is a huge need for rental. I have friends and clients looking. There are waitlists. I think this is great.

Q5  Will there be more rental projects in the future?
A third rental residential application in this neighbourhood has been submitted to the District. A couple of other projects that might have rental units are coming up.

Q6 Is rental housing a priority for this council?
A6 The District reviews all development applications, and evaluates them on their merits.

C7 My daughter was looking for a home in the District. There is not enough rental housing. I hope this project is approved.

Q8 What is the height of the building?
A8 Six storeys with a flat roof and roof deck. The building will be wood-frame, which is more sustainable and affordable and puts limits on height. It is proposed to be approximately 60 feet high.

Q9 Will pets be allowed?
A9 Every project we do is pet-friendly.

Comment Sheet and Email Summary
Participants were invited to submit comments for a two-week response period after the meeting. Seven comment sheets, two emails, as well as one phone call were submitted. The main themes from the comments received included:

- Support for the project, as rental housing is much needed on the North Shore
- Support for the design of the project
- Suggestion to process this and other rental projects quickly
- Support for the family-friendly (2- and 3-bedroom) and pet-friendly nature of the building
- Suggestion that the project include some 4-bedroom units
- One respondent opined that there was not enough parking in this proposal.

Conclusion
The purpose of this public information meeting was to present to neighbours the proposed rezoning application, and to provide them with an opportunity to ask clarifying questions and comment on the proposal. 228 invitations were distributed by hand to the surrounding community, and 12 community members signed in. Two newspaper ads notified the community of the meeting, and a sign was posted on the property. Seven comment forms, two emails, and one phone call were submitted to the municipal planner.

The public could participate in this process in several ways:
- browsing boards
- talking to the project team and DNV Planner
- watching a presentation
- participating in a facilitated question and answer period
- submitting written comments.
The meeting length and format was sufficient to provide all participants an opportunity to learn more, ask questions, and make the comments they wished to provide that evening. Participants asked the development team and District planner a variety of questions, mostly related to the shortage of rental housing on the North Shore and their personal challenges in this regard. All of the community members that spoke at the meeting expressed explicit support for this project. Participants noted that families, younger people, and seniors are looking for rental accommodation in the area as an alternative to homeownership. Suggestions were made to prioritize this and other rental housing projects. The community was given ample opportunity to express their views of the proposal.
Dynamo Théâtre reimagines Romeo and Juliet

Production opens door to new reading of Shakespeare

Dynamo Théâtre's version of Romeo and Juliet

The annex grew stronger with the political climate... as though overcome by anti-Bodies.

The annex grew stronger with the political climate... as though overcome by anti-Bodies.

The annex grew stronger with the political climate... as though overcome by anti-Bodies.

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The annex grew stronger with the political climate... as though overcome by anti-Bodies.

The annex grew stronger with the political climate... as though overcome by anti-Bodies.
Cameraman looks at life behind the lens

Book covers CBC debates, dodging NHL slapshots

He was most of the way up a mountainside tied to a tree with 60 pounds of camera, batteries and film on his back.

Camera operator Michael Varga knelt to lean on an emerald expanse of sky and snow.

In five minutes or two seconds he'd hear his name and—obstruct—a shutter would sweep over the frame like a hand with a hunger pang.

"Just do your job, '忘 it," Varga says. And then you are amazed at how CBC producers, he added with a chuckle.

For more than a year Varga has been behind the lens at World Cups, Stanley Cups, Grey Cups, Olympic Games, and curling. It's trained his camera on Bill Gates, eluded rats with the Flash Lama and ordered a hamburger for D.L. Stoopness.

His renovations, egotism, and earache are ordered to inside View The Eye Behind the Lens, written by Varga and Romanos Davvies.

While the action of the book takes place across the world, the book itself was born in Lynn Valley.

As a 29-year-old reporter, Davvies says he had "an ability to sit and listen for stories for people's stories."

Recently, he had been helping a friend in Lynn Valley write a book. The book was fine.

"Driving on Mondays behind three tractor-trailers in the rain, in the snow for two years." Davvies says.

After deciding she would never re-do another book in Lynn Valley, he heard herself chanting with Varga during a Friday-night concert in Lynn Valley.

"To assure telling me all these stories and I go, 'It's time,'" Varga says. "It's his story or next project," Davvies laughs.

For his part, Varga seemed unstressed by the idea.

"I couldn't care less and wouldn't know where to start," he told her.

But Davvies, Varga says, was enamoured by his passion.

"She said, 'You're going to do a book on you whether you like it or not.'"

he recalls.

Varga wanted to write about the effort we enjoy but never saw.

"There's so much we take for granted," Davvies says, explaining he'll never touch alpha-skilling again without a glinting thought for the "poor outcasts out there who work their at with a camera.

The book is written in flashes and gauges and prepared with enthusiasm points, as though Varga is shifting across the table, trying to get in one story before the beer chime.

In the space of one page, the narrative jumps from a successful 1977 batch with incoming SU Wellness junk to a meeting with singer-songwriter Colleen Doctor at the 1971 Jumbo Awards.

Varga's career began in the early 1970s when he was thinking of putting a starlet in his film for a CBC channel's teen-aaday program. It was an ambitious idea he'd sneak away he's been a nine-year-old staring into a 20-inch black and white RCA Victor television.

Then, however, was dashed in the time it took a paper airplane to land.

"They fixed it," Varga jokes. "Just by looking at a film where we had nothing but the shot and they couldn't get it done."
Notification Sign: Installed January 16, 2019
### Notification Flyers

#### Meeting Agenda:
- **Doors Open:** 6:30 PM
- **Open House Discussion Start:** 6:45 PM
- **Presentation:** 7:00 PM – 7:45 PM

#### For further Information please contact:
- **Ryan Rohani**
  - Redic Development Inc.
  - 778-668-4236
- **Casey Peters**
  - District of North Vancouver Development Planner
  - 604-990-2388

#### Notice of a Public Information Meeting in Your Neighborhood

Redic Developments Inc is hosting a Public Information Meeting to present the development proposal for a 134-unit purpose-built rental building at 220 Mountain Highway and 1515 – 1555 Oxford St.

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

**Meeting Time and Location:**
- **Thursday, January 31st, 2018**
- **North Shore Winter Club**
  - 1325 E. Keith Road, North Vancouver
The Proposal:
Redic Development Inc proposes to construct a 6-storey purpose built rental building at 220 Mountain Highway and 1515-1555 Oxford Street.

The proposal is for 134 units, which includes 52 two-bedroom units, and 5 three-bedroom units.

The main pedestrian access to the building will be from Oxford Street while the access to its underground parking will be through the rear lane. 114 parking stalls will be provided for residents and visitors.

The proposal also includes improvements to both the Oxford Street and Mountain Highway sidewalks, as well as the creation of a new north/south lane to the east of the building.
Notification Area Map
Appendix B - Public Information Meeting Sign-in Sheet
Appendix C - Public Comments: Written Submissions:

COMMENT SHEET
The District of North Vancouver

PROPOSAL: Six-storey, 134-unit rental residential building over underground parking, at 220 Mountain Highway and 1515-1555 Oxford Street.

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

Great project providing much-needed rental housing. Please accelerate approvals so this can be built ASAP for the many families desperate to find housing in North Vancouver.

Your Name: ___________________________ Street Address: ___________________________

Please check this box if you desire your contact information to be available to the applicant: [ ]

The personal information collected on this form is done so pursuant to the Community Charter and/or the Local Governments Act and in accordance with the Freedom of Information and Protection of Privacy Act. The personal information collected herein will be used only for the purpose of this public consultation process unless its release is authorized by its owner or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with The District of North Vancouver’s Manager of Administrative Services at 604-980-3399.

Please return, by mail or email by February 14, 2019 to:
Casey Peters
Tel: 604-990-2480
District of North Vancouver - Development Planning Department
555 West Queens Road, North Vancouver, BC V7N 4N5
Email: petersc@dnv.org
PROPOSAL: Six-storey, 194-unit rental residential building over underground parking, at 220 Mountain Highway and 1515-1555 Oxford Street.

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

[Comment Sheet]

A family friendly and pet friendly rental.

Just a dream of families on the adventure we've had since 1970 sending a decent rental down for a long time, so it is a relief to see that things are changing the good way. North Vancouver is a family friendly city district and there should be more rental opportunities like this one. Thank you!

Your Name: __________________________ Street Address: __________________________

Please check this box if you desire your contact information to be available to the applicant: ☐

The personal information collected on this form is done so pursuant to the Community Charter under the Local Government Act and in accordance with the Freedom of Information and Protection of Privacy Act. The personal information collected herein will be used only for the purpose of this public hearing. The release is authorized by the owner or is compelled by a Court or an agent duly authorized under the Act. Further information may be obtained by speaking with The District of North Vancouver's Manager of Administrative Services at 604-990-3297.

Please return, by mail or email by February 14, 2019 to:

Casey Peters
Tel: 604-990-3480
District of North Vancouver - Development Planning Department
355 West Queens Road, North Vancouver, BC V7N 4N5
Email: petersc@dnv.org
COMMENT SHEET
The District of North Vancouver

PROPOSAL: Six-storey, 194-unit rental residential building over underground parking, at 220 Mountain Highway and 1515-1555 Oxford Street.

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

[Handwritten comments]

Please return, by mail or email by February 14, 2019 to:

Casey Peters
Tel: 604-990-2489
District of North Vancouver - Development Planning Department
355 West Queens Road, North Vancouver, BC V7N 4N5
Email: petersc@dnv.org
COMMENT SHEET
The District of North Vancouver

PROPOSAL: Six-storey, 134-unit rental residential building over underground parking, at 220 Mountain Highway and 1515-1555 Oxford Street.

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

The design of the building looks absolutely lovely to me. This gives a fresh new feel to a very much needed look in this neighborhood. The rooms with 2 + 3 bedrooms are much needed and have a big demand. This project will definitely have many people excited! I hope it pulls through!

Your Name ___________________________ Street Address ___________________________

 Please check this box if you desire your contact information to be available to the applicant: ☐

The personal information collected on this form is done so pursuant to the Community Charter and/or the Local Government Act and in accordance with the Freedom of Information and Protection of Privacy Act. The personal information collected herein will be used only for the purpose of this public consultation process unless its release is authorized by its owner or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with the District of North Vancouver's Manager of Administrative Services at 604-990-2137.

Please return, by mail or email by February 14, 2019 to:

Casey Peters
Tel: 604-990-2480
District of North Vancouver - Development Planning Department
355 West Queens Road, North Vancouver, BC V7N 4N5
Email: petersc@dnv.org
220 Mountain Highway & 1515-1555 Oxford St Rezoning Application – Public Information Meeting Summary

Report

COMMENT SHEET
The District of North Vancouver

PROPOSAL: Six-storey, 134-unit rental residential building over underground parking, at 220 Mountain Highway and 1515-1555 Oxford Street.

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

Definitely needed project in the neighborhood.
The height is kept to a very reasonable scale compared to the big Don't homes nearby.

In favor of this project.

Your Name __________________________ Street Address __________________________

Please check this box if you desire your contact information to be available to the applicant: [ ]

The personal information collected on this form is done in pursuit of the Community Charter and/or the Local Government Act and is in accordance with the Freedom of Information and Protection of Privacy Act. The personal information collected herein will be used only for the purpose of this public consultation process unless its release is authorized by its owner or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with The District of North Vancouver's Manager of Administrative Services at 604-990-2307.

Please return, by mail or email by February 14, 2019 to:

Casey Peters
Tel: 604-990-2480
District of North Vancouver - Development Planning Department
355 West Queens Road, North Vancouver, BC V7N 4N5
Email: petersc@dvn.org
PROPOSAL: Six-storey, 134-unit rental residential building over underground parking, at 220 Mountain Highway and 1515-1555 Oxford Street.

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

..........................................

Your Name ____________________ Street Address ____________________

Please check this box if you desire your contact information to be available to the applicant: ☐

The personal information collected on this form is done so pursuant to the Community Charter and/or the Local Government Act, and in accordance with the Freedom of Information and Protection of Privacy Act. The personal information collected herein will be used only for the purpose of this public consultation process unless its release is authorized by its owner or is compelled by a Court or an agency duly authorized under another Act. Further information may be obtained by speaking with the District of North Vancouver’s Manager of Administrative Services at 604-990 2307.

Please return, by mail or email by February 14, 2019 to:

Casey Peters
Tel: 604-980-2480
District of North Vancouver - Development Planning Department
355 West Queens Road, North Vancouver, BC V7N 4N5
Email: peterc@dvn.org

Page 17
PROPOSAL: Six-storey, 134-unit rental residential building over underground parking, at 220 Mountain Highway and 1515-1555 Oxford Street.

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

We feel there is a need for rental property, especially since our was looking for a space to live in and could only find a couple small basements at an exorbitant price to rent, out of necessity.

Your Name: [Redacted]  Street Address: [Redacted]
Please check this box if you desire your contact information to be available to the applicant: ☐

The personal information collected on this form is done so pursuant to the Community Charter and/or the Local Government Act and in accordance with the Freedom of Information and Protection of Privacy Act. The personal information collected herein will be used only for the purpose of this public consultation process unless its release is authorized by its owner or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with the District of North Vancouver's Manager of Administrative Services at 604-990-2307.

Please return, by mail or email by February 14, 2019 to:

Casey Peters
Tel: 604-990-2480
District of North Vancouver - Development Planning Department
355 West Queens Road, North Vancouver, BC V7N 4N5
Email: peterac@dvn.org
Hi Casey,

Thank you for taking the time to respond to my questions and for sharing the outdoor plan. I do appreciate it.

At this public information stage of the application, I wish to make it known that I would like to see the inclusion of more market-ready units that are sized for larger families (e.g. HOME 4 bedroom units) such as ones that Mosaic is including in their rental buildings—-units that have 3 beds plus the flex space that would allow for either a larger family with parents and children, or for a grandparent to live with them. Knowing the difficulty our family is encountering in finding a comparable replacement place/space to rent, purpose built rentals should be built across a diverse spectrum.

I would appreciate if you would ensure these comments are included in the public feedback. I wish I could be there but am unable this week.

Thanks for reading.

Best,
Hi Casey,

Happy New Year!
I have a couple questions about the aforementioned proposed development. Unfortunately Jan 31 is [redacted] so I won't be able to attend the info meeting, but I'm curious about the unit mix here. News ad says 5 3 bedrooms. Are there any 4 bedroom units proposed? 62 two bedrooms. What is the other unit mix? Is there any outdoor space?

I tried to find more info on dnv.org but didn't see anything.

I look forward to hearing from you.

Kindly,

[redacted]

Sent from my Samsung Galaxy smartphone.
(by phone) Jan 30

- lack of parking in proposal
- residents will have on care each
- on-street parking is already difficult in the neighborhood.

*Can't attend Perm.*
The District of North Vancouver
REPORT TO COUNCIL

December 16, 2020
File: 08.3060.20/025.17

AUTHOR: Darren Veres, Development Planner

SUBJECT: Bylaws 8423, 8424, and 8425: 904 - 944 Lytton Street (Seymour Estates)

RECOMMENDATION:

THAT “District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)” is given SECOND Reading, as amended, and THIRD Reading;

AND THAT “Housing Agreement Bylaw 8424, 2020 (904 Lytton Street – No Rental Restrictions)” is given SECOND and THIRD Readings;

AND THAT “Housing Agreement Bylaw 8425, 2020 (904 Lytton Street – Rental Housing)” is given SECOND and THIRD Readings.

BACKGROUND:

Bylaws 8423, 8424 and 8425 received First Reading on September 14, 2020 and a Public Hearing for Bylaw 8423 was held on November 17 and December 15, 2020. The bylaws are now ready to be considered for Second and Third Readings by Council.

REASON FOR REPORT:

Rezoning Bylaw 8423 requires amending, as presented at First Reading, to reflect a reduction in parking for Sites 1 and 2. Housing Agreement Bylaw 8425, which authorizes a housing agreement to secure 56 market rental units and 33 non-market rents units in perpetuity, requires the insertion of “Schedule A” to the Agreement to identify the location of the non-market rental units.
ANALYSIS:

In response to Council comments at consideration of First Reading, the applicant has revised the residential and visitor parking supply proposed for Sites 1 and 2, which results in a reduction in the overall parking supply from 576 to 552 spaces. The revised parking proposal is supported by the conclusions of a traffic and parking study prepared by Bunt and Associates.

The original parking proposed for each site as presented at First Reading is summarized in the table below:

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<thead>
<tr>
<th>Site</th>
<th>Resident Parking</th>
<th>Visitor Parking</th>
<th>Total Proposed</th>
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<tbody>
<tr>
<td>1 (Building 1)</td>
<td>176</td>
<td>32</td>
<td>208</td>
</tr>
<tr>
<td>2 (Buildings 2 - 8 )</td>
<td>178</td>
<td>26</td>
<td>204</td>
</tr>
<tr>
<td>3 (Buildings 9 -14)</td>
<td>62</td>
<td>3</td>
<td>65</td>
</tr>
<tr>
<td>4 (Building 15 – Residential)</td>
<td>87</td>
<td>12</td>
<td>99</td>
</tr>
<tr>
<td>4 (Building 15 – Commercial)</td>
<td>N/A</td>
<td>N/A</td>
<td>0*</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>503</strong></td>
<td><strong>73</strong></td>
<td><strong>576</strong></td>
</tr>
</tbody>
</table>

*Commercial parking to be shared with residential visitor parking.

The revised parking proposed for each site is summarized in the table below, with the adjusted parking figures indicated in bold text:

<table>
<thead>
<tr>
<th>Site</th>
<th>Resident Parking</th>
<th>Visitor Parking</th>
<th>Total Proposed</th>
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</thead>
<tbody>
<tr>
<td>1 (Building 1)</td>
<td>173</td>
<td>28</td>
<td>201</td>
</tr>
<tr>
<td>2 (Buildings 2 - 8 )</td>
<td>163</td>
<td>24</td>
<td>187</td>
</tr>
<tr>
<td>3 (Buildings 9 -14)</td>
<td>62</td>
<td>3</td>
<td>65</td>
</tr>
<tr>
<td>4 (Building 15 – Residential)</td>
<td>87</td>
<td>12</td>
<td>99</td>
</tr>
<tr>
<td>4 (Building 15 – Commercial)</td>
<td>N/A</td>
<td>N/A</td>
<td>0*</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>485</strong></td>
<td><strong>67</strong></td>
<td><strong>552</strong></td>
</tr>
</tbody>
</table>

*Commercial parking to be shared with residential visitor parking.

Rezoning Bylaw 8423 has been amended to reflect the revised minimum parking supply for Sites 1 and 2 and includes new maximum resident parking requirements for these sites to ensure additional spaces are not added in the future (Attachment 1). The revised parking requirements result in a minimum of 552 spaces and a maximum of 561 parking spaces for the project. A redline version of Bylaw 8423 has been prepared to reflect the amended parking proposal and is attached to this report for reference (Attachment 2).
CONCLUSION:

Bylaws 8423, 8424 and 8425 are now ready to be considered by Council for Second and Third Readings.

OPTIONS:

1. Give Second and Third Reading to Bylaws 8423, 8424 and 8425; (staff recommendation);

2. Give no further Readings to Bylaws 8423, 8424 and 8425 and abandon the bylaws at First Reading; or

3. Debate possible amendments to the bylaws at Second Reading and return Bylaw 8423 to a new Public Hearing if required.

Respectfully submitted,

[Signature]

Development Planner

ATTACHMENTS:

1. District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)
2. District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423) - Amendments Redlined
3. District of North Vancouver Housing Agreement Bylaw (Bylaw 8424)
4. District of North Vancouver Housing Agreement Bylaw (Bylaw 8425)
5. Public Hearing Minutes – November 17 and December 15, 2020
6. Staff Report and Bylaws – dated August 25, 2020
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<td>☐ Library Board</td>
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<td>☐ Communications</td>
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<td>☐ Museum &amp; Arch.</td>
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<td>☐ Solicitor</td>
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<td>☐ Planning</td>
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</tbody>
</table>
The Corporation of the District of North Vancouver

Bylaw 8423

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:

Citation

1. This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)".

Amendments:

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

(a) Part 2A, Definitions is amended by adding CD118 to the list of zones that Part 2A applies to.

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

“Comprehensive Development Zone 118 CD118”

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

“4B118 Comprehensive Development Zone 118 CD118

The CD118 zone is applied to:

Lot A, Block X, District Lot 580, Plan 11419 (PID: 009-073-086)

4B 118 - 1 Intent

The purpose of the CD118 Zone is to permit a mixed-use, medium-density development which includes a mix of apartments, townhouses, and commercial space.
4B 118 – 2 Interpretation

For the purposes of this CD118 Zone, in addition to the definitions in Part 2A of the Zoning Bylaw, the following definition shall apply:

"retail food services" means land, buildings and structures used for the provision of prepared foods and beverages for either on or off-site consumption and the sale of goods to the public. Typical uses would include: delicatessens; cafes; refreshment stands; sandwich bars; and take-out food services. This use class does not include: restaurants; neighbourhood public houses; drive-in restaurants; or licensed lounges.

4B 118 - 3 Permitted Uses:

The following principal uses shall be permitted in the CD118 Zone:

a) Uses Permitted Without Conditions:

   Not applicable.

b) Conditional Uses:

   The following principal uses are permitted when the conditions outlined in Section 4B 118 - 4 Conditions of Use, are met:

   i) residential use; and
   ii) retail food services.

4B 118 - 4 Conditions of Use

a) All conditional uses: All uses of land, buildings and structures are only permitted when the following conditions of use are met:

   i) All aspects of the use are completely contained within an enclosed building except for:
      a) Parking and loading areas;
      b) Outdoor customer services areas; and
      c) Outdoor amenity areas (plazas, roof decks, play areas, and private or semi-private outdoor space).
b) **Residential:** Residential uses are only permitted when the following conditions are met:

i) Each dwelling unit has access to private or semi-private outdoor space; and

ii) Balcony enclosures are not permitted.

c) **Retail Food Services:** Retail Food Services are only permitted to be located in "Area D" as shown on the map attached labelled "Schedule B" up to a maximum of 111.5 m² (1,200 sq. ft.) and confined to the ground floor of a building when the following conditions are met:

i) any outdoor customer service area must be operationally and physically tied to the principal use premises which it serves;

ii) any outdoor customer service area shall not exceed 66 m² (710 sq. ft.), or 26 seats, whichever is lesser;

4B 118 - 5 Accessory Use

a) Accessory uses customarily ancillary to the principal uses are permitted.

b) Home occupations in residential dwelling units are permitted.

4B 118 - 6 Density

a) The maximum permitted density is 19,050 m² (205,055 sq. ft.) and 114 residential units.

b) For the purpose of calculating gross floor area, the following are exempted:

i) Parking, storage, mechanical, maintenance areas and any other areas located below grade in a structure which has an exposed exterior wall less than 1.2 m (4 ft.) above finished grade;

ii) Unenclosed balcony areas;

iii) Unenclosed rooftop common amenity space accessory to a residential use located in "Area A" as shown on the map attached labelled "Schedule B" up to a maximum or 57 m² (613 sq. ft.)

iv) Indoor common amenity area accessory to a residential use located in “Area A” as shown on the map attached labelled “Schedule B” up to a maximum of 70 m² (753.5 sq. ft.);
v) Indoor common amenity area accessory to a residential use located in "Area D" as shown on the map attached labelled "Schedule B" up to a maximum of 95 m² (1,023 sq. ft.); and

vi) Bicycle storage area and repair room located in "Area D" as shown on the map attached labelled "Schedule B" up to a maximum of 305 m² (3,283 sq. ft.).

4B 118 - 7 Amenities

a) Despite Subsection 4B 118 - 6, permitted gross floor area in the CD118 Zone shall be increased to a maximum of 34,733 m² (373,862 sq. ft.) and a maximum of 341 residential units allocated in accordance with the table 4B 118 – 7 b), if the following conditions are met:

i) A Housing Agreement is entered into prohibiting any restrictions preventing the owners in "Areas A", "Area B", and "Area C" as shown on the map attached and labelled “Schedule B” from renting their units;

ii) A Housing Agreement is entered into securing a minimum of 89 residential rental units located on “Area D” as shown on the map attached labelled “Schedule B”, of which a minimum of 33 residential rental units are secured to be operated as non-market rentals;

iii) $3,386,385 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):
1. Affordable or special needs housing;
2. The provision or enhancement of public facilities;
3. Improvements to public parks, plazas, trails and greenways; and
4. Public art and other beautification projects.

b) Table 4B 118 – 7 b) maximum number of units per parcel as shown on the map attached and labelled “Schedule B”:

<table>
<thead>
<tr>
<th>Area</th>
<th>Maximum Number of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>119</td>
</tr>
<tr>
<td>B</td>
<td>102</td>
</tr>
<tr>
<td>C</td>
<td>31</td>
</tr>
<tr>
<td>D</td>
<td>89</td>
</tr>
</tbody>
</table>
4B118 - 8 Setbacks

a) Buildings shall be set back from property lines to the closest building face, excluding any underground or partially-exposed parking structure, window wells, balcony columns, alcove projections or projecting balconies, said projecting balconies not to exceed 2 m (6.5 ft.) as established by development permit and in accordance with "Table 1" and "Figure 1".

<table>
<thead>
<tr>
<th>Area</th>
<th>Setback Identifier</th>
<th>Minimum Setback</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>A</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>B</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>C</td>
<td>2.45 m (8.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>D</td>
<td>12.5 m (41.0 ft.)</td>
</tr>
<tr>
<td>B</td>
<td>E</td>
<td>2.45 m (8.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>F</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>G</td>
<td>6.1 m (20.0 ft.)</td>
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<tr>
<td></td>
<td>H</td>
<td>8.55 m (28.0 ft.)</td>
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<tr>
<td></td>
<td>I</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td>C</td>
<td>J</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>K</td>
<td>3.6 m (11.0 ft.)</td>
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<td>L</td>
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<td>M</td>
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<td>N</td>
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<td>O</td>
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<tr>
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<td>P</td>
<td>6.1 m (20.0 ft.)</td>
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<td>6.1 m (20.0 ft.)</td>
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<tr>
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<td>R</td>
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<td>S</td>
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</tr>
<tr>
<td>D</td>
<td>T</td>
<td>6.1 m (20.0 ft.)</td>
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<tr>
<td></td>
<td>U</td>
<td>12.5 m (41.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>V</td>
<td>5.5 m (18.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>W</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>X</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
</tbody>
</table>
Figure 1: Minimum Setbacks
4B118 - 9 Height

a) The maximum permitted height for any building in the CD118 Zone, shall be regulated as follows, with specific building height provisions based on “Table 2” and “Figure 2”:

<table>
<thead>
<tr>
<th>Area</th>
<th>Building</th>
<th>Maximum Height</th>
<th>Maximum Storeys</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>21.0 m (69 ft.)</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>13.5 m (44 ft.)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>13.4 m (44 ft.)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>13.0 m (43 ft.)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>11.1 m (36 ft.)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>14.7 m (48 ft.)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>7</td>
<td>14.6 m (48 ft.)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>8</td>
<td>14.4 m (47 ft.)</td>
<td>4</td>
</tr>
<tr>
<td>B</td>
<td>9</td>
<td>12.8 m (42 ft.)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>12.8 m (42 ft.)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>11</td>
<td>12.8 m (42 ft.)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>12</td>
<td>12.8 m (42 ft.)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>13</td>
<td>12.8 m (42 ft.)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>14</td>
<td>12.8 m (42 ft.)</td>
<td>3</td>
</tr>
<tr>
<td>C</td>
<td>15</td>
<td>22.2 m (73 ft.)</td>
<td>6</td>
</tr>
</tbody>
</table>

Table 2
b) For the purpose of measuring building *height*, the rules set out in the definition of *height* in Part 2 of this Bylaw apply, except that *height* will be measured from the *finished grade*.

c) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD118 zone: Elevator penthouses, 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 m (9.84 ft.) above the highest point of any roof surface.
4B 118 – 10 Coverage

a) Building Coverage: Maximum building coverage is 50%.

b) Site Coverage: Maximum site coverage is 70%.

4B 118 – 11 Landscaping and Storm Water Management

a) All land areas not occupied by buildings, patios, driveways, and walkways shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.

b) A 2 m (6.6 ft.) high screen consisting of a solid fence, or landscaping, or a combination thereof, with minimum 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 and/or within a building, with the exception of any at-grade temporary staging areas for solid waste containers.

4B 118 - 12 Parking, Loading and Servicing Regulations

Parking and loading shall be in provided in accordance with Part 10 of this Bylaw with the following exceptions:

a) For a residential building, multiple-family apartment or townhouse, parking shall be provided on the basis of Table 3 below, with reference to the development area identifiers noted in the map attached and labelled as "Schedule B".

<table>
<thead>
<tr>
<th>Area</th>
<th>Minimum Parking Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>A (Strata Apartment)</td>
<td>1.45 spaces/unit to a maximum of 1.49 spaces per unit + 0.237 spaces/unit for designated visitor parking, inclusive of 0.06 spaces/unit for use by persons with disabilities</td>
</tr>
<tr>
<td>B (Strata Stacked Townhouse)</td>
<td>1.6 spaces/unit to a maximum of 1.64 spaces per unit + 0.24 spaces/unit for designated visitor parking, inclusive of 0.04 spaces/unit for use by persons with disabilities</td>
</tr>
</tbody>
</table>
b) The provision of small car parking spaces shall not exceed 35% of the required parking spaces.

c) For a retail food service use, parking shall be shared with designated visitor parking located in "Area D" noted in the map attached and labelled as "Schedule B".

d) Bicycle storage for residents shall be provided on the basis of Table 4 below, with reference to the development area identifiers noted in the map attached and labeled as “Schedule B”:

<table>
<thead>
<tr>
<th>Area</th>
<th>Class 1 (Long Term) – Secured Individual Bicycle Storage Spaces</th>
<th>Class 2 (Short Term)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>A minimum of 2.0 spaces/unit</td>
<td>A minimum of 0.2 spaces/unit</td>
</tr>
<tr>
<td>B</td>
<td>A minimum of 2.0 spaces/unit</td>
<td>A minimum of 0.2 spaces/unit</td>
</tr>
<tr>
<td>C</td>
<td>A minimum of 2.0 spaces/unit</td>
<td>A minimum of 0.5 spaces/unit</td>
</tr>
<tr>
<td>D</td>
<td>A minimum of 2.0 spaces/unit</td>
<td>A minimum of 0.3 spaces/unit</td>
</tr>
</tbody>
</table>

(d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Multi-Family Residential Zone (RM3) to Comprehensive Development Zone 118 (CD118).

(e) The Siting Area Map section is amended by deleting Plan Section R/17.
READ a first time September 14th, 2020

PUBLIC HEARING held November 17th, 2020, and December 15th, 2020

READ a second time

READ a third time

ADOPTED

__________________________________________  ______________
Mayor                                                                 Municipal Clerk

Certified a true copy

__________________________________________
Municipal Clerk
Schedule A to Bylaw 8423

The District of North Vancouver Rezoning Bylaw 1368 (Bylaw 8423)

BYLAW 8423

MULTI-FAMILY RESIDENTIAL ZONE 3 (RM3) TO COMPREHENSIVE DEVELOPMENT ZONE 118 (CD118)
THIS PAGE LEFT BLANK INTENTIONALLY
The Corporation of the District of North Vancouver

Bylaw 8423

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:

Citation

1. This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)".

Amendments:

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

   (a) Part 2A, Definitions is amended by adding CD118 to the list of zones that Part 2A applies to.

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

       "Comprehensive Development Zone 118 CD118"

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

       "4B118 Comprehensive Development Zone 118 CD118"

The CD118 zone is applied to:

Lot A, Block X, District Lot 580, Plan 11419 (PID: 009-073-086)

4B 118 - 1 Intent

The purpose of the CD118 Zone is to permit a mixed-use, medium-density development which includes a mix of apartments, townhouses, and commercial space.
4B 118 – 2 Interpretation

For the purposes of this CD118 Zone, in addition to the definitions in Part 2A of the Zoning Bylaw, the following definition shall apply:

"retail food services" means land, buildings and structures used for the provision of prepared foods and beverages for either on or off-site consumption and the sale of goods to the public. Typical uses would include: delicatessens; cafes; refreshment stands; sandwich bars; and take-out food services. This use class does not include: restaurants; neighbourhood public houses; drive-in restaurants; or licensed lounges.

4B 118 - 3 Permitted Uses:

The following principal uses shall be permitted in the CD118 Zone:

a) Uses Permitted Without Conditions:

Not applicable.

b) Conditional Uses:

The following principal uses are permitted when the conditions outlined in Section 4B 118 - 4 Conditions of Use, are met:

i) residential use; and
ii) retail food services.

4B 118 - 4 Conditions of Use

a) All conditional uses: All uses of land, buildings and structures are only permitted when the following conditions of use are met:

i) All aspects of the use are completely contained within an enclosed building except for:
   a) Parking and loading areas;
   b) Outdoor customer services areas; and
   c) Outdoor amenity areas (plazas, roof decks, play areas, and private or semi-private outdoor space).
b) **Residential**: Residential uses are only permitted when the following conditions are met:

   i) Each dwelling unit has access to private or semi-private outdoor space; and

   ii) Balcony enclosures are not permitted.

c) **Retail Food Services**: Retail Food Services are only permitted to be located in “Area D” as shown on the map attached labelled “Schedule B” up to a maximum of 111.5 m² (1,200 sq. ft.) and confined to the ground floor of a building when the following conditions are met:

   i) any outdoor customer service area must be operationally and physically tied to the principal use premises which it serves;

   ii) any outdoor customer service area shall not exceed 66 m² (710 sq. ft.), or 26 seats, whichever is lesser;

4B 118 - 5 Accessory Use

a) Accessory uses customarily ancillary to the principal uses are permitted.

b) Home occupations in residential dwelling units are permitted.

4B 118 - 6 Density

a) The maximum permitted density is 19,050 m² (205,055 sq. ft.) and 114 residential units.

b) For the purpose of calculating gross floor area, the following are exempted:

   i) Parking, storage, mechanical, maintenance areas and any other areas located below grade in a structure which has an exposed exterior wall less than 1.2 m (4 ft.) above finished grade;

   ii) Unenclosed balcony areas;

   iii) Unenclosed rooftop common amenity space accessory to a residential use located in “Area A” as shown on the map attached labelled “Schedule B” up to a maximum or 57 m² (613 sq. ft.)

   iv) Indoor common amenity area accessory to a residential use located in “Area A” as shown on the map attached labelled “Schedule B” up to a maximum of 70 m² (753.5 sq. ft.);
v) Indoor common amenity area accessory to a residential use located in "Area D" as shown on the map attached labelled "Schedule B" up to a maximum of 95 m² (1,023 sq. ft.); and

vi) Bicycle storage area and repair room located in "Area D" as shown on the map attached labelled "Schedule B" up to a maximum of 305 m² (3,283 sq. ft.).

4B 118 - 7 Amenities

a) Despite Subsection 4B 118 - 6, permitted gross floor area in the CD118 Zone shall be increased to a maximum of 34,733 m² (373,862 sq. ft.) and a maximum of 341 residential units allocated in accordance with the table 4B 118 – 7 b), if the following conditions are met:

i) A Housing Agreement is entered into prohibiting any restrictions preventing the owners in "Areas A", "Area B", and "Area C" as shown on the map attached and labelled "Schedule B" from renting their units;

ii) A Housing Agreement is entered into securing a minimum of 89 residential rental units located on "Area D" as shown on the map attached labelled "Schedule B", of which a minimum of 33 residential rental units are secured to be operated as non-market rentals;

iii) $3,386,385 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):
   1. Affordable or special needs housing;
   2. The provision or enhancement of public facilities;
   3. Improvements to public parks, plazas, trails and greenways; and
   4. Public art and other beautification projects.

b) Table 4B 118 – 7 b) maximum number of units per parcel as shown on the map attached and labelled "Schedule B":

<table>
<thead>
<tr>
<th>Area</th>
<th>Maximum Number of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
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<td>102</td>
</tr>
<tr>
<td>C</td>
<td>31</td>
</tr>
<tr>
<td>D</td>
<td>89</td>
</tr>
</tbody>
</table>

Document: 4626498
**4B118 - 8 Setbacks**

a) Buildings shall be set back from property lines to the closest building face, excluding any underground or partially-exposed parking structure, window wells, balcony columns, alcove projections or projecting balconies, said projecting balconies not to exceed 2 m (6.5 ft.) as established by development permit and in accordance with “Table 1” and “Figure 1”.

<table>
<thead>
<tr>
<th>Area</th>
<th>Setback Identifier</th>
<th>Minimum Setback</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>A</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>B</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>C</td>
<td>2.45 m (8.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>D</td>
<td>12.5 m (41.0 ft.)</td>
</tr>
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<td>B</td>
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</tr>
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<td>F</td>
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<td>G</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>H</td>
<td>8.55 m (28.0 ft.)</td>
</tr>
<tr>
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<td>6.1 m (20.0 ft.)</td>
</tr>
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<td>J</td>
<td>6.1 m (20.0 ft.)</td>
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<tr>
<td></td>
<td>K</td>
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<td></td>
<td>L</td>
<td>3.1 m (10.0 ft.)</td>
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<td>12.5 m (41.0 ft.)</td>
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<td>W</td>
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</tr>
<tr>
<td></td>
<td>X</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
</tbody>
</table>
a) The maximum permitted height for any building in the CD118 Zone, shall be regulated as follows, with specific building height provisions based on “Table 2” and “Figure 2”:

### Table 2

<table>
<thead>
<tr>
<th>Area</th>
<th>Building</th>
<th>Maximum Height</th>
<th>Maximum Storeys</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>21.0 m (69 ft.)</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>13.5 m (44 ft.)</td>
<td>4</td>
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<td>13.0 m (43 ft.)</td>
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<td>5</td>
<td>11.1 m (36 ft.)</td>
<td>3</td>
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<td>6</td>
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<td>12.8 m (42 ft.)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>13</td>
<td>12.8 m (42 ft.)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>14</td>
<td>12.8 m (42 ft.)</td>
<td>3</td>
</tr>
<tr>
<td>C</td>
<td>15</td>
<td>22.2 m (73 ft.)</td>
<td>6</td>
</tr>
</tbody>
</table>

Document: 4626498
b) For the purpose of measuring building height, the rules set out in the definition of height in Part 2 of this Bylaw apply, except that height will be measured from the finished grade.

c) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD118 zone: Elevator penthouses, 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 m (9.84 ft.) above the highest point of any roof surface.
4B 118 – 10 Coverage

a) Building Coverage: Maximum building coverage is 50%.

b) Site Coverage: Maximum site coverage is 70%.

4B 118 – 11 Landscaping and Storm Water Management

a) All land areas not occupied by buildings, patios, driveways, and walkways shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.

b) A 2 m (6.6 ft.) high screen consisting of a solid fence, or landscaping, or a combination thereof, with minimum 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 and/or within a building, with the exception of any at-grade temporary staging areas for solid waste containers.

4B 118 - 12 Parking, Loading and Servicing Regulations

Parking and loading shall be in provided in accordance with Part 10 of this Bylaw with the following exceptions:

a) For a residential building, multiple-family apartment or townhouse, parking shall be provided on the basis of Table 3 below, with reference to the development area identifiers noted in the map attached and labelled as “Schedule B”.

Table 3

<table>
<thead>
<tr>
<th>Area</th>
<th>Minimum Parking Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> (Strata Apartment)</td>
<td>1.485 spaces/unit to a maximum of 1.49 spaces per unit + 0.2737 spaces/unit for designated visitor parking, inclusive of 0.036 spaces/unit for use by persons with disabilities</td>
</tr>
<tr>
<td><strong>B</strong> (Strata Stacked Townhouse)</td>
<td>1.6 spaces/unit to a maximum of 1.64 spaces per unit + 0.254 spaces/unit for designated visitor parking, inclusive of 0.04 spaces/unit for use by persons with disabilities</td>
</tr>
</tbody>
</table>
2.0 spaces/unit of which not more than 4 spaces can be accessed through a tandem arrangement + 3 spaces for designated surface visitor parking

<table>
<thead>
<tr>
<th></th>
<th>Class 1 (Long Term) – Secured Individual Bicycle Storage Spaces</th>
<th>Class 2 (Short Term)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>A minimum of 2.0 spaces/unit</td>
<td>A minimum of 0.2 spaces/unit</td>
</tr>
<tr>
<td>B</td>
<td>A minimum of 2.0 spaces/unit</td>
<td>A minimum of 0.2 spaces/unit</td>
</tr>
<tr>
<td>C</td>
<td>A minimum of 2.0 spaces/unit</td>
<td>A minimum of 0.5 spaces/unit</td>
</tr>
<tr>
<td>D</td>
<td>A minimum of 2.0 spaces/unit</td>
<td>A minimum of 0.3 spaces/unit</td>
</tr>
</tbody>
</table>

b) The provision of small car parking spaces shall not exceed 35% of the required parking spaces.

c) For a retail food service use, parking shall be shared with designated visitor parking located in “Area D” noted in the map attached and labelled as “Schedule B”.

d) Bicycle storage for residents shall be provided on the basis of Table 4 below, with reference to the development area identifiers noted in the map attached and labeled as “Schedule B”:

(d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Multi-Family Residential Zone (RM3) to Comprehensive Development Zone 118 (CD118).

(e) The Siting Area Map section is amended by deleting Plan Section R/17.
READ a first time September 14th, 2020

PUBLIC HEARING held November 17th, 2020, and December 15th, 2020

READ a second time

READ a third time

ADOPTED

_________________________________________  ________________________________________
Mayor                                           Municipal Clerk

Certified a true copy

_________________________________________
Municipal Clerk
Schedule A to Bylaw 8423

BYLAW 8423
The District of North Vancouver Rezoning Bylaw 1368 (Bylaw 8423)

BENDALE PL

MULTI-FAMILY RESIDENTIAL ZONE 3 (RM3) TO COMPREHENSIVE DEVELOPMENT ZONE 118 (CD118)
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The Corporation of the District of North Vancouver

Bylaw 8424

A bylaw to enter into a Housing Agreement
(904 Lytton Street – No Rental Restrictions except Short-term Rental)

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

Citation

1. This bylaw may be cited as “Housing Agreement Bylaw 8424, 2020 (904 Lytton Street – No Rental Restrictions except Short-term Rental)

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Anthem Lytton Street Developments Ltd. substantially in the form attached to this Bylaw as Schedule “A” with respect to the portions of PID009-073-086, Lot A Block X District Lot 580 Plan 11419 shown outlined in bold on the sketch plan attached to this Bylaw as Schedule “B”.

Execution of Documents

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

READ a first time September 14th, 2020

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk
Schedule A to Bylaw 8424
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 8424 and remain in effect until terminated by the District as set out in this Agreement.

3. **RENTAL ACCOMMODATION**

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.
Schedule B to Bylaw 8424
Sketch Plan

SITE 1

SITE 2

SITE 3

SITE 4

MT. SEYMOUR PARKWAY

BROADVIEW DRIVE

WINDSOR SECONDARY SCHOOL

Document: 4188806
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The Corporation of the District of North Vancouver

Bylaw 8425

A bylaw to enter into a Housing Agreement
(904 Lytton Street - Rental Housing)

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

Citation

1. This bylaw may be cited as “Housing Agreement Bylaw 8425, 2020 (904 Lytton Street – Rental Housing)”.

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Anthem Lytton Street Developments Ltd., substantially in the form attached to this Bylaw as Schedule “A” with respect to the portion of PID: 009-073-086, Lot A Block X District Lot 580 Plan 11419 shown outlined in bold on the sketch plan attached to this Bylaw as Schedule “B”.

Execution of Documents

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

READ a first time September 14th, 2020

READ a second time

READ a third time

ADOPTED

______________________________  ________________________________
Mayor                                                        Municipal Clerk

Certified a true copy

______________________________
Municipal Clerk
Schedule A to Bylaw 8425

SECTION 219 RENTAL HOUSING AGREEMENT COVENANT and RENT CHARGE

THIS AGREEMENT dated for reference the 1st day of September, 2020

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, 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

A. The Developer 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 I to which this Agreement is attached and which forms part of this Agreement (the "Land");

B. 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;

C. 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

D. The Developer 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 Developer 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) "Affordable Rental Units" means collectively the 3 bachelor Dwelling Units; fourteen one bedroom + den Dwelling Units, 8 two bedroom Dwelling Units, and 8 three bedroom and 3-bedroom + den Dwelling Units shown in Schedule "A", provided that the Owner may from time to time, subject to obtaining the prior written approval of the Director, which approval will not be unreasonably withheld, substitute other Dwelling Units in the Building as the Affordable Rental Units in place of the Dwelling Units shown on Schedule "A", provided that the mix of Affordable Rental Units does not change and the aggregate number of Affordable Rental Units in the Building will always be no less than 33. The Director’s approval of a proposed substitute Dwelling Unit will not be withheld provided that the proposed substitute Dwelling Unit is, in the reasonable opinion of the Director, at least equal to the Dwelling Unit being substituted in size, quality and condition;

   (b) "Annual Allowable Adjustment" means an increase in the Maximum Rate once each calendar year by the lesser of:

   (i) the 12 month average percent increase in the Consumer Price Index for the previous calendar year; or

   (ii) the average percent increase in the rent charged for those Market Rental Units of similar size which are occupied at any time during the applicable calendar year,

   If the 12 month average percent change in the Consumer Price Index for any calendar year is less than zero then the affordable rent for the following year must not be increased, but may be decreased at the Owner’s discretion;

   (c) "Approving Officer" means the approving officer for the District appointed under the *Land Title Act*;

   (d) "Building" means the building on the Land contemplated by Development Permit No. __________ and by the Development Covenant;

   (e) "Consumer Price Index" means the all-items consumer price index published by Statistics Canada, or its successor in function, for British Columbia (based on a calendar year);

   (f) "Development Covenant" means the covenant under section 219 of the *Land Title Act* dated for reference __________, 20__ granted by the Owner to the District and registered at the LTO against the Land under number CA__________;

   (g) "Director" means the District’s General Manager of Planning, Permits and Properties and his or her designate;

   (h) "Discounted CMHC Rental Rate" means for each Affordable Rental Unit:
(i) for the calendar year in which a certificate of final occupancy is issued for the Building by the District, the amount set out in Schedule “B” for the applicable Affordable Rental Unit increased by the Annual Allowable Adjustment from the calendar year in which this Agreement is executed and delivered by both parties until the calendar year in which the final occupancy permit is issued; and

(ii) for each subsequent calendar year, an amount not greater than the rent for the preceding calendar year increased by the Annual Allowable Adjustment for such preceding calendar year;

(i) "Dwelling Unit" has the meaning given to it in the Zoning Bylaw;

(j) “Eligibility Requirements” means:

(i) aggregate annual household gross income that is less than or equal to 333% of the annual rent for the size of Affordable Rental Unit proposed to be rented (which rent, for greater certainty, may not be greater than the Maximum Rate for the unit), where said aggregate income is established by way of true copies of the previous year’s income tax returns for each household member or individual who will reside in the Affordable Rental Unit provided, however, a person will be deemed not to meet the Eligibility Requirements if the Owner has reasonable grounds to believe that such person is not in need of subsidized housing (e.g. seniors with a substantial assets or students with financial support from parents) even if such person would otherwise meet the criteria set out above; and

(ii) a household size and composition that is commensurate with and justifies the size of the subject Affordable Rental Unit. For example, a household consisting or two adults would not be commensurate with and would not justify a 3 bedroom Affordable Rental Unit

(k) “Land” has the meaning given to it in Recital A hereto;

(l) “LTO” means the Lower Mainland Land Title Office and any successor of that office;

(m) “Market Rental Units” means all of the Dwelling Units in the Building which are not Affordable Rental Units;

(n) “Maximum Rate” means the Discounted CMHC Rental Rate for each Affordable Rental Unit or another rental rate for each Affordable Rental Rate that is consented to in writing in advance by the Director pursuant to section 4 herein;

(o) “Owner” means the Developer and any other person or persons registered in the LTO 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;
(p) "Proposed Development" has the meaning given to it in the Development Covenant;

(q) "Society" means a registered housing society approved in writing by the District;

(r) "Zoning Amendment Bylaw" means District of North Vancouver Rezoning Bylaw _____ (No. _____, 2018); and

(s) "Zoning Bylaw" means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.

2. No Subdivision – Except as set out herein, the Land and any improvements from time to time thereon (including without limitation the Building), may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise. Despite the foregoing:

(a) the Land may be subdivided to create one air space parcel for the portion of the Proposed Development required for the Affordable Rental Units and a remainder parcel for the balance for the Land; or

(b) the Proposed Development on the Land may also be subdivided under the Strata Property Act to create 2 strata lots, one for market rental units, and one for the Affordable rental units.

The Owner and the District acknowledge and agree that the subdivision to create the air space parcel contemplated in this subsection 2(a) is subject to all applicable enactments and to the authority of the Approving Officer, and, for greater certainty, the Approving Officer may impose additional conditions or requirements on the approval of any subdivision to create the said air space parcel or otherwise.

3. The Housing Society – No building or structure on the Land shall be occupied for any purpose and the District shall not issue any occupancy permit in respect of any building or structure on the Land, and the Owner shall not offer for rent any Affordable Rental Units or Market Rental Units in the Building or enter into any residential tenancy agreements in respect of any said Dwelling Units, unless and until the Owner has:

(a) entered into a lease, licence or operating agreement with the Society in respect of the Affordable Rental Units, said agreement to be in form and substance acceptable to the District; and

(b) caused the Society to enter into a separate agreement with the District in form and substance acceptable to the District regarding the operation of the Affordable Rental Units.

4. Changing the Discounted CMHC Rental Rate – The Society may request in writing that the Director consent to the Society charging a rental rate for each Affordable Rental Unit that is different from the Discounted CMHC Rental Rate, and the Director will not
unreasonably refuse such a request provided that the Director is satisfied, in his or her discretion, that the change in rental rates would be fair and would result in lower rent, on an aggregate basis, for the Affordable Rental Units.

5. **Use of Market Rental Units** – No Market Rental Unit in the Building may be used for any purpose whatsoever save and except for the purpose of rental housing pursuant to arm’s length month-to-month residential tenancy agreements or arm’s length residential tenancy agreement with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).

6. **Use of Affordable Rental Units** - No Affordable Rental Unit will be used for any purposes whatsoever save and except for the purpose of providing rental accommodation in the Affordable Rental Unit to tenants meeting the Eligibility Requirements pursuant to arm’s length month-to-month residential tenancy agreements or residential tenancy agreements with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted), where said tenancy agreements comply with all of the requirements of section 8.

7. **Occupancy Restriction** – No Affordable Rental Unit may be occupied except by:

   (a) a person meeting the Eligibility Requirements pursuant to month-to-month residential tenancy agreements or residential tenancy agreement with terms not exceeding three years in duration that complies with section 8; and

   (b) the other members of the person’s household, provided that the income of all members (other than income of legal dependents up to a maximum of $10,000 per year per dependent) is included in the determination of eligibility under the Eligibility Requirements.

8. **Tenancy Agreements for Affordable Rental Units** - The Owner shall not suffer, cause or permit occupancy of any Affordable Rental Unit except pursuant to a residential tenancy agreement that:

   (a) is entered into by the Owner and, as tenant, a person at arm’s length from the Owner. For the purpose of this Agreement, “at arm’s length” means:

      (i) not in any other contractual relationship with the Owner or any director, officer or other senior employee of the Owner;

      (ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner; and

      (iii) not employed by any corporate entity that is an affiliate of the Owner, as that term is defined in the *British Columbia Business Corporations Act* as of the date of this Agreement,

provided that the Director may, in his or her sole discretion, relax the restrictions contained in this subsection 8(a) upon the written request of the Owner on a case-
by-case basis. Any such relaxation in relation to any particular residential tenancy agreement is not to be construed as or constitute a waiver of the requirements in relation to any other residential tenancy agreement. No relaxation of the restrictions in this subsection 8(a) will be effective unless it is granted in writing by the Director prior to the execution and delivery of the residential tenancy agreement to which the relaxation relates.

(b) does not, in relation to any Affordable Rental Unit, require payment of rent or any other consideration for the Affordable Rental Unit directly or indirectly that exceeds the Maximum Rate for the unit, but the tenant may be required to pay:

(i) additional consideration for parking, storage and bicycle storage provided that the additional consideration does not exceed the following amounts:

A. for a storage locker: an amount not exceeding Discounted of the amount charged from time to time for a storage locker to tenants in the Market Rental Units; and

B. for a parking stall: an amount that does not exceed Discounted of the amount charged from time to time for a parking stall to tenants in the Market Rental Units; and

(ii) third party providers directly for utilities, internet services and, if approved by the Director acting reasonably, other services not usually included in rent except the cost of hydronic heat, air conditioning or hot water which must be included in Maximum Rate no matter who may be providing these services;

(c) does not require the rent to be prepaid at an interval greater than monthly;

(d) prohibits the tenant from subletting the unit, assigning the tenancy agreement, or operating the unit on a short term rental basis (less than one month), except to the extent that the Residential Tenancy Act restricts or prohibits such prohibitions;

(e) requires the tenant to provide within 30 days of demand true copies of the most recent filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of the unit; and

(f) contains a provision that, if the tenant ceases to qualify for the Affordable Rental Unit because he or she no longer meets the Eligibility Requirements, the Owner may end the tenancy agreement by giving the tenant a clear six months’ notice to end the tenancy in accordance with section 49.1 of the Residential Tenancy Act (or successor legislation).

9. **Rental Application Process** – The Owner must:

(a) accept applications for residential occupancy of the Affordable Rental Units from all applicants meeting the Eligibility Requirements;
(b) maintain a housing list of all eligible applicants from whom the Owner has accepted applications;

(c) where Affordable Rental Units become available for occupancy, offer the units to persons on the housing list in the order in which their applications were made, unless:

(i) the person no longer meets the Eligibility Requirements; or

(ii) the Owner does not consider the person to be an acceptable candidate for occupancy of that Affordable Rental Unit because the person does not satisfy other reasonable and fair criteria established by the Owner from time to time; and

(d) make the housing list available to the District upon request.

10. **Duty to Account and Report** – In addition to the other covenants and obligations to be performed by the Owner hereunder, the Owner covenants and agrees that it will:

(a) keep or cause to be kept separate true and accurate records and accounts in accordance with generally accepted accounting principles regarding the rental income earned from both the Market Rental Units and the Affordable Rental Units; and

(b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Affordable Rental Units.

11. **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 “C”, sworn by the Owner (or a director or officer of the Owner if the Owner is a corporation) under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.

12. **Damages and Rent Charge**

(a) The Owner acknowledges that the District requires compliance with the provisions in this Agreement for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this Agreement, the Owner must pay the District $200.00 (the “Daily Amount”), as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 each calendar year by the 12 month average percent increase in the Consumer Price Index for the previous calendar year. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.
(b) By this section, the Owner grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of the amounts described in subsection 12(a). The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under subsection 12(a) is due and payable to the District in accordance with subsection 12(a). The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.

(c) The Director may, in his or her sole discretion, grant to the Owner full or partial relief from the obligation to pay liquidated damages on a case-by-case basis if the Owner establishes to the satisfaction of the Director, in the Director’s discretion, that the breach for which the Daily Amount is payable was inadvertent. No such relief in relation to any particular default is to be construed as or deemed to constitute relief in relation to any other default other default.

13. **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.

14. **Indemnity** – Except for the negligence of the District or its employees, agents or contractors, the Owner will indemnify and save harmless each of the District and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible or the Owner’s ownership, operation, management or financing of the Rental Unit or any part thereof, or the use and occupancy of any Dwelling Units in the Building by anyone.

15. **Release** – Except to the extent such advice or direction is given negligently, 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 any Dwelling Units in the Building or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

16. **Survival** – The covenants of the Owner set out in Sections 14 and 15 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 or any Dwelling Unit therein, as applicable.
17. **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.

18. **Compliance with Laws** – The Owner will at times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, bylaws, and orders of the District and other authorities having jurisdiction, including all rules, regulations, policies, guidelines and the like under or pursuant to them.

19. **Cost** – The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District’s administration costs (as determined by the District’s charge out rate for District staff time) in connection with the preparation or enforcement of this Agreement and all other covenants, agreements and statutory rights of way granted by the Owner to the District or entered into between the owner to the District in respect of the development of the Land contemplated in this Agreement and ancillary documents and any modifications, discharges and partial discharges of them from time to time, and the costs of registration of such documents in the LTO.

20. **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 Lands.

21. **Interpretation** – In this Agreement:

(a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

(b) any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations;

(c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
(d) 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;

(e) reference to the “Land” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;

(f) 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;

(g) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;

(h) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;

(i) time is of the essence;

(j) all provisions are to be interpreted as always speaking;

(k) 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;

(l) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;

(m) 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;

(n) 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

(o) 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.

22. **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:

Anthem Lytton Street Developments Ltd.
300 - 550 Burrard Street
Vancouver, BC V6C 2B5

Attention: ____________
Fax: _________________

(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: Director, Planning Permits and Bylaws
Facsimile: (604) 984-8664

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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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).

28. **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.

29. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this
Agreement voluntarily and has taken legal advice with regard to the entry of this
Agreement and the development of the Land.

30. **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 Affordable Rental Unit or Market
Rental Unit; 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.

31. **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.
32. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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”
THE AFFORDABLE RENTAL UNITS
## SCHEDULE “B”
### THE AFFORDABLE RENTAL UNITS – RENTAL RATES

<table>
<thead>
<tr>
<th></th>
<th>Bachelor</th>
<th>1 bed</th>
<th>2 bed</th>
<th>3 bed</th>
</tr>
</thead>
<tbody>
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<td>$1,230.40</td>
<td>$1,500.00</td>
<td>$1,641.35</td>
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SCHEDULE “C”
STATUTORY DECLARATION

CANADA ) IN THE MATTER OF A HOUSING AGREEMENT with
PROVINCE OF BRITISH COLUMBIA ) the District of North Vancouver ("Housing

Agreement")

I, ____________________________, of ____________________________, British Columbia, do solemnly declare:

1. That I am the _______ (director, officer, employee) of __________, (the “Owner”) the owner of the land legally described as [insert legal] 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. On ______________, ____________:

(a) all of the Affordable Rental Units (as defined in the Housing Agreement) were occupied by tenants pursuant to Arm’s Length (as defined in the Housing Agreement) month-to-month residential tenancy agreements or Arm’s Length residential tenancy agreements with terms not exceeding three years in duration that comply with section 8 in the Housing Agreement subject to the following vacancies ____ (nil if left blank); and

(b) the names and mailing addresses of all of the tenants in the Affordable Rental Units are listed in Schedule A to this statutory declaration.

4. To the best of my knowledge and belief the Owner is not in breach of any of its obligations under the Housing Agreement.

5. The Owner has used commercially reasonable efforts to obtain the most recently filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of each Affordable Rental Unit, and has reviewed same, and I have, to the extent reasonably possible based on the information provided to the Owner by tenants, confirmed that as of ____________ the tenant(s) of each Affordable Rental Unit continue to qualify for their Affordable Rental Unit because the aggregate income of all occupants residing in the Affordable Rental Unit meets the Eligibility Requirements, as defined in the Housing Agreement.

5. 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
<table>
<thead>
<tr>
<th>Name of Eligible Person</th>
<th>Age of Eligible Person</th>
<th>Other Resident(s) of Dwelling Unit</th>
<th>Apt. No.</th>
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</thead>
</table>
Schedule B to Bylaw 8425
Sketch Plan
REPORT of the Public Hearing held on Tuesday, November 17, 2020 commencing at 7:03 p.m. The meeting was held virtually with participants appearing via video and telephone conference.

Present: Mayor M. Little
Councillor J. Back
Councillor M. Bond
Councillor M. Curren
Councillor B. Forbes
Councillor J. Hanson
Councillor L. Muri

Staff: Mr. D. Milburn, General Manager – Planning, Properties & Permits
Ms. J. Paton, Assistant General Manager – Development Planning & Engineering
Mr. J. Gordon, Manager – Administrative Services
Mr. M. Hartford, Section Manager – Development Planning
Ms. G. Lanz, Deputy Municipal Clerk
Mr. K. Khoshons, Senior Project Engineer
Mr. D. Veres, Senior Development Planner
Ms. J. Simpson, Confidential Council Clerk
Ms. C. Archer, Clerk Typist 3

1. OPENING BY THE MAYOR

Mayor Little 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.

He further noted that this Public Hearing is being convened pursuant to Section 464 of the Local Government Act and Ministerial Order M192.

This hearing will be held virtually with all participants, including Council, staff, applicant, signed up speakers and observers all doing so by electronic means.

Public participation in this hearing is being accommodated by speakers having signed up in advance, as stated in the Notice of Hearing, as well as being streamed live over the internet. In addition, those observing over the internet who did not sign up in advance to speak but decide to do so once the hearing is underway, may dial-in via telephone to speak. Information on how to do this will be shared over the live stream once we have exhausted the speakers list of first time speakers.

The electronic means being employed for this hearing allow for effective two-way audio communications while those who have signed up in advance will also receive video of the hearing via the WebEx Events software.
As always, written submissions will be received by the Municipal Clerk, on behalf of, and
shared with, Council, at any time up to the time the hearing is closed. These may be
submitted to input@dnv.org

Therefore, in this manner, 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.

Mayor Little stated that:
• We will first go through the established speakers list. At the end of the speakers list,
the Chair may call for any other speakers not on the speakers list – these are the
dial-in speakers if any;
• You will have 5 minutes to address Council for a first time. Begin your remarks to
Council by stating your name and approximate street address;
• After everyone who wishes to speak has spoken once, speakers will then be
allowed one additional five minute opportunity;
• Any additional presentations will only be allowed at the discretion of the Chair;
• Please do not repeat information from your previous presentations and ensure your
comments remain focused on the bylaws under consideration this evening;
• If you have provided a written submission there is no need to read it as it will have
already been seen by Council. You may summarize or briefly reiterate the highlights
of your submission but ensure your comments pertain to the bylaws under
consideration at this hearing;
• Council is here to listen to the public, not to debate the merits of the bylaws. Council
may ask clarifying questions;
• The Clerk has a binder containing documents and submissions related to the
bylaws which Council has received and which you are welcome to review. This is
available online at https://app.dnv.org/councilsearchnew/;
• Everyone at the hearing will be provided an opportunity to speak. If necessary, we
will continue the hearing on a second night;
• At the conclusion of the public input Council may request further information from
staff which may or may not require an extension of the hearing; or, Council may
close the hearing after which Council should not receive further new information
from the public; and,
• This 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 CLERK

District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)

Mr. James Gordon, Manager – Administrative Services, introduced the proposed bylaw
stating that Bylaw 8423 proposes to amend the District’s Zoning Bylaw by rezoning the
subject site from Multi-Family Residential Zone 3 (RM3) to a new Comprehensive
Development Zone 118 (CD118). The CD118 Zone addresses permitted and accessory
uses, conditions of use and zoning provisions such as density, amenities, setbacks,
height, building and site coverage, landscaping and storm water management, and
parking requirements.

Public Hearing Minutes – November 17, 2020

370
3. PRESENTATION BY STAFF

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

- The redevelopment of 904-944 Lytton Street proposes a 341 unit residential development which includes 33 non-market rentals, 56 market rentals, 25 rent-to-own units, a Habitat for Humanity townhouse unit, a small commercial space and approximately 10,000sqft of open space and play area;
- Bylaw 8423 rezones the site from RM3 (multi-family) to CD118 (a new comprehensive development zone);
- The two housing agreement bylaws are as follows:
  - Bylaw 8424 ensures that strata units are available to rent; and,
  - Bylaw 8425 secures the 89 rental units and rent levels for the 33 non-market rental units and their eligibility requirements in perpetuity;
- The sites Official Community Plan (OCP) designation is RES5: Low Density Apartment and permits up to a 1.75 floor space ratio (FSR); the project proposes up to 1.37 FSR;
- The proposal has been measured against the following Development Permit Area Guidelines:
  - Form and Character of Multi-Family Housing;
  - Energy and Water Conservation and Greenhouse Gas Emission Reduction; and,
  - Wildfire Hazard;
- The site is approximately 6.3 acres and is located at the south-east corner of Mt Seymour Parkway and Lytton Street;
- The surrounding uses include Windsor Secondary School, Windridge Park, Ron Andrews and Maplewood Village Centre;
- The project intends to be constructed on 4 parcels in 2 phases;
- 77% of the units are geared towards families and consist of 2 to 4 bedrooms units;
- Phase 1 consists of the following:
  - Site 1: a 6-story apartment building with 119 strata units, of which 25 are rent-to-own units;
  - Site 2: 102 townhouse units with a Habitat for Humanity building; and,
  - Site 4: a 6-story rental building with 56 market and 33 non-market rentals and a small commercial space intended to be used as a cafe;
- Phase 2 consists of the following:
  - Site 3: 31 townhouse units;
- The project proposes 485 residential and 67 visitor parking stalls to make a total of 552 spaces which includes the following:
  - Sites 1, 2 and 4 will be 25% Level 2 EV ready and have 100% conduits;
  - Site 3 will be 100% Level 1 EV ready;
  - 3 car share vehicles;
  - "On-demand" transit service;
  - 790 bicycle spaces, 414 of which have electrical outlets;
  - 2 shared electric bicycles; and,
  - Bike repair rooms and washing stations;
- The proposal is supported by a Traffic and Parking Study and meets the OCP guidelines;
• The affordable housing proposal has been reviewed against the Districts Rental and Affordable Housing Strategy and includes the following affordable elements:
  • 33 nonmarket rental units targeted to low-to-moderate households;
  • 56 market rental units;
  • A Habitat for Humanity 3-bedroom townhouse unit; and,
  • 25 rent-to-own units;
• Outlined a variety of infrastructure improvements of the area;
• The community benefits from the Community Amenity Contributions (CACs) to be directed towards the following:
  • Affordable Housing Fund;
  • Park and trail improvements;
  • Public art; and,
  • Other public realm and structure improvements;
• Summarized the public input meetings that took place in 2017 and 2019; and,
• Noted the environmental aspects of the development.

4. PRESENTATION BY APPLICANT

Mr. Riaan de Beer, Vice President of Anthem, noted the following:
• Outlined the history and context of the proposed project;
• Spoke to instituting progressive housing that suits the current market;
• Stated that Anthem has partnered with Hollyburn Family Services Society who will own and operate the below market rental units;
• Noted there are 4 outdoor play areas proposed;
• Highlighted the rent-to-own program;
• Committed to a zero fossil fuel energy site;
• Commented on densifying nearby services;
• Spoke to traffic issues in the neighbourhood;
• Opined that parking stalls are required or cars will be forced into neighbouring streets; and,
• Opined that the housing meets the needs for a diverse community.

5. REPRESENTATIONS FROM THE PUBLIC

5.1. Mr. David Roppel, Seymour Blvd resident:
• Spoke in support of the proposal;
• Commented on the lack of growth in the community and the need for additional accommodation;
• Noted the sites proximity to services; and,
• Commented on the development funds generated by the project.

5.2. Ms. Jess Daniels, resident near Seymour Estates:
• Spoke in support of the proposal;
• Opined that the housing market is unattainable on the North Shore;
• Supported the rent-to-own program;
• Commented on the proximity to services and parks; and,
• Commented on the sustainable transportation aspects of the project.
5.3. Ms. Joy Hayden:
- Spoke in support of the proposal;
- Opined that Anthem has integrated Council and Stakeholder concerns;
- Opined that the mixed housing is needed; and,
- Spoke to the community benefits.

5.4. Mr. Don Peters, Chair of the Community Housing Action Committee:
- Spoke in support of the proposal;
- Commented on the affordability options this project provides;
- Spoke to the development partnering with Hollyburn Family Services Society, Habitat for Humanity, and potentially BC Housing;
- Commented on the enhanced accessibility for people with mobility challenges;
- Noted there will be no greenhouse gas emissions emitted during construction;
- Spoke to the rent-to-own program addressing the “missing middle” income buyers; and,
- Commented on the nearby services and amenities.

5.5. Mr. Ernst Loots, resident near Parkgate Village:
- Spoke in support of the proposal;
- Suggested the project is sustainable and desirable;
- Commented on densification in the community;
- Commented on the design and scale of the project;
- Noted the project addresses affordability issues in North Vancouver; and,
- Spoke to the sustainable, long-term livability of the development.

5.6. Mr. Paul Butler, District of North Vancouver resident and Director of Youth Services at Hollyburn Family Services Society:
- Spoke in support of the proposal;
- Commented on the housing opportunities for youth and young adults; and,
- Suggested the project provides diverse housing options for the community.

5.7. Mr. Michael Ferreira, Lynn Valley resident:
- Spoke in support of the proposal;
- Suggested that the positive impacts of developments greatly outweigh the negative impacts;
- Provided examples of projects that exhibited initial oppositions from nearby residents and noted the model communities that materialized;
- Suggested the project will be a benefit to the community; and,
- Commented on the increased housing for the local workforce.

5.8. Mr. Marc Strongman, Deep Cove resident:
- Spoke in support of the proposal;
- Suggested the creative affordability aspects are needed on the North Shore;
- Expressed concern related to parking;
- Noted the amount of people that have to commute to the North Shore; and,
- Supported the environmental aspects.
5.9. Mr. Mehdi Shorkri, District of North Vancouver resident:
   • Spoke in support of the proposal;
   • Noted the community benefits;
   • Commented on the economic and sustainable aspects; and,
   • Spoke to the variety of proposed rental options.

5.10. Ms. Stephani Baker, resident of North Vancouver and Vice President of Construction for Habitat for Humanity Greater Vancouver:
   • Spoke in support of the proposal;
   • Opined that affordable housing is needed in the community;
   • Provided a history of the community; and,
   • Noted the variety of people the project can support.

5.11. Mr. David Hutniak, CEO of LandlordBC:
   • Spoke on behalf of the LandlordBC members in support of the proposal;
   • Suggested the importance or rental housing;
   • Opined that the economics of building new purpose-built rental housing has not improved and risks have increased due to the Covid-19 pandemic;
   • Commented on the need for housing diversity; and,
   • Noted the accessibility and sustainability aspects of the proposal.

5.12. Ms. Karen German, North Vancouver resident:
   • Spoke in support of the proposal; and,
   • Commented on the affordability issues in the community.

5.13. Ms. Elizabeth Kluwak, Vancouver resident:
   • Spoke in support of the proposal;
   • Spoke to the lack of affordability for youth in the community and forcing them into undesirable neighbourhoods;
   • Suggested that housing is critical;
   • Opined that the housing needs of young adults should be considered; and,
   • Noted the proximity of services and amenities.

The hearing recessed at 8:32 p.m. and reconvened at 8:38 p.m.

5.14. Mr. Kelly Jordan, North Shore resident:
   • Spoke in support of the proposal; and,
   • Opined that North Vancouver requires more housing options.

In response to a question by Council, staff advised that Anthem has not applied for a Development Permit for site 3 yet, as it is the last phase of the development. However, the land use and density is accounted for in the CD118 zone.

In response to a question by Council, staff advised that the rent-own-units are located in site 1.

In response to a question by Council, the applicant advised that the pricing has not been established, but will be based on the market once the project is approved. However, the following rough metrics were provided:
• Condominiums: $500,000 to $800,000; and,
• Townhouses: $1 million to $1.3 million.

In response to a question by Council, the applicant advised that the timeline for completion will depend on approval. However, the earliest construction would commence would be in 2022 and the duration is expected to be approximately 3 years.

In response to a question by Council, the applicant advised that the current schedule is to complete site 4 first, followed by site 1, site 2 and finish with site 3.

In response to a question by Council, staff advised that a mixture of playground equipment is proposed and should provide for a range of options for most abilities. An accessible path to the playground is available to all residents.

In response to a question by Council, staff advised that the playground will be available for use by all buildings.

In response to a question by Council, staff advised that the proposed site coverage consists of 17,000sqm (68%) of impermeable area and 8,000sqm (31%) of permeable area (green space).

In response to a question by Council, staff advised that Anthem has obtained verbal confirmation from the Residential Tenancy Branch that the proposed rent-to-own program will not create any residential tenancies under the Residential Tenancy Act. The program is legal in BC Real Estate Law.

In response to a question by Council, staff advised that the rent-to-own purchasers will be responsible for repair and maintenance of their units, as well as strata fees and property taxes.

In response to a question by Council, staff advised that there will be no upfront application fee or deposit due from a potential homeowner.

5.15. Ms. Colleen James:
• Spoke in support of the proposal;
• Highlighted the nearby amenities; and,
• Commented on the need for safe and reliable housing.

5.16. Mr. Rene Cravioto, former resident of Seymour Estates:
• Spoke in support of the proposal;
• Noted that Anthem facilitated a smooth transition when their family was relocated;
• Suggested that the approval of the new development has taken too long;
• Commented on the community the development will generate; and,
• Opined that Seymour Estates will be a destination.

5.17. Ms. Tracy De Medeiros, resident of Burnaby:
• Spoke in support of the proposal;
• Stated the project is well-rounded and executed;
• Noted she works in North Vancouver and wishes to live in the community she serves;
• Noted the lack of affordable housing in North Vancouver; and,
• Supported the rent-to-own program.
5.18. Mr. Sylvain Celaire, resident near Seymour Estates:
   • Spoke on behalf of Modo in support of the proposal;
   • Spoke to the development instituting Modo car sharing; and,
   • Commented on the environmental aspects.

5.19. Mr. Peter Hrdlitschka, resident near Seymour Estates:
   • Spoke in support of the proposal;
   • Commented on the diverse opportunities for potential buyers; and,
   • Expressed concern about the lack of housing options on the North Shore.

5.20. Mr. Elijah Kennedy, resident of North Vancouver:
   • Spoke in support of the proposal; and,
   • Commented on living where you work to reduce commute times.

The hearing recessed at 9:07 p.m. and reconvened at 9:14 p.m.

5.21. Mr. Ian Cullis, Director of Asset Management at BC Non-Profit Housing Association:
   • Spoke in support of the proposal;
   • Noted the non-profit housing associations involved in the project;
   • Spoke to the high rental rates in North Vancouver; and,
   • Commented on the demand and need for affordable housing.

6. COUNCIL RESOLUTION

MOVED by Councillor BOND
SECONDED by Councillor BACK
THAT the November 17, 2020 Public Hearing recess and reconvene at a future date to be determined.

CARRIED
(9:33 p.m.)

CERTIFIED CORRECT:

Confidential Council Clerk
The Public Hearing reconvened on Tuesday, December 15, 2020 commencing at 7:01 pm. The meeting was held virtually with participants appearing via video and telephone conference.

Present:  
Mayor M. Little  
Councillor R. Back  
Councillor M. Bond  
Councillor M. Curren  
Councillor B. Forbes  
Councillor J. Hanson  

Absent:  
Councillor L. Muri  

Staff:  
Mr. D. Milburn, General Manager - Planning, Properties & Permits  
Mr. M. Hartford, Section Manager – Development Planning  
Ms. G. Lanz, Deputy Municipal Clerk  
Mr. K. Khoshons, Senior Project Engineer  
Mr. D. Veres, Senior Development Planner  
Ms. S. Dale, Confidential Council Clerk  
Ms. C. Archer, Clerk Typist 3  
Ms. S. Clarke, Customer Service Clerk  

1. OPENING BY THE MAYOR

Mayor Mike Little advised that the purpose of the reconvened Public Hearing was to receive further input from the community on Bylaw 8423 and reviewed the established rules of the meeting.

6. REPRESENTATIONS FROM THE PUBLIC (continued)

6.22. Ms. Rowena Santoni!, Habitat for Humanity Resident:  
- Spoke in support of the proposed development;  
- Spoke to her experience living in a Habitat for Humanity building in Richmond; and,  
- Commented that the proposed development would provide safe and affordable housing.

6.23. Ms. Kamelia Abadi, 100 Block West 15th Street:  
- Spoke in support of the proposed development;  
- Commented that the proposed development provides affordable housing options;  
- Mentioned that the proposal fulfills the requirements of the Accessible Design Policy for Multifamily Housing; and,  
- Commented on the need for more non-market rental units.

6.24. Mr. Howard Dahl:  
- Commented that the community is in support of the proposed development;  
- Spoke favourably of the rent-to-own program;  
- Commented on the diverse housing mix;
• Expressed concern with parking issues stating that an inadequate number of parking stalls are proposed; and,
• Suggested that the Community Amenity Contribution be directed towards revitalizing Ron Andrews Recreation Centre.

6.25. Mr. Richard Cook, Hardy Crescent:
• Spoke in support of the proposed development;
• Opined that the proposed development is in an ideal location;
• Commented that the proposed development will create more affordable housing options;
• Commented on the housing diversity provided by the proposed development, filling a need for downsizers and young families who want to stay in the community and age in place; and,
• Opined that traffic issues are being mitigated.

6.26. Mr. Rob Haines:
• Spoke in opposition of the proposed development;
• Expressed concern with traffic issues;
• Stated that too much development is happening in the Maplewood area;
• Expressed concern that childcare is not being provided as part of the project;
• Commented that more seniors’ care facilities are needed on the North Shore; and,
• Expressed concern that co-employment opportunities and employee-oriented housing is not proposed.

6.27. Mr. Shayne De Wildt, 2500 Block Cove Cliff Road:
• Spoke in support of the proposed development;
• Suggested that the proposed development may help residents stay in their community;
• Commented that the proposed development will create more affordable housing options;
• Commented on the diverse housing mix; and,
• Mentioned that the proposal fulfills the requirements of the Accessible Design Policy for Multifamily Housing.

6.28. Mr. Peter Teevan, 1900 Block Indian River Crescent:
• Spoke in support of the Seymour Estates proposal;
• Opined that the District does not need more luxury condos;
• Commented that there is an urgent need for more market and sub-market rentals; and,
• Spoke favourably to the rent-to-own program.

6.29. Ms. Helga Doherty, 800 Block Nicolum Court:
• Spoke in support of the proposed development;
• Commented that the proposed development would support the needs of both young families and the aging population; and,
• Suggested that diverse housing will help promote a healthy community.
6.30. Mr. Josh Gaze, 1300 Block Emerson Way:
- Spoke in support of the proposed development;
- Commented on the diverse housing mix;
- Opined that the proposed building is aesthetically pleasing and incorporates natural elements into the design; and,
- Noted that the proposed development is close to amenities, parks and local schools.

6.31. Mr. Eric Andersen, 2500 Block Derbyshire Way:
- Expressed concern with increased density;
- Expressed concern with traffic issues;
- Opined that the number of parking stalls should be reduced;
- Expressed concern that childcare is not being provided as part of the project;
- Commented on the need for more non-market rental units;
- Expressed concern with the proposed building height; and,
- Spoke favorably that the applicant has committed to a zero fossil fuel energy site.

6.32. Mr. Eric Carlson, 2000 Block Glennaire Drive:
- Spoke in support of the proposed development;
- Opined that there is a lack of affordable housing within the District; and,
- Suggested that diverse housing will help promote a healthy community.

6.33. Mr. Corrie Kost, 2800 Block Colwood Drive:
- Suggested all new off-street parking spots have at least Level-2 plug-ins;
- Urged the applicant to provide adequate parking stalls;
- Commented that careful attention should be given to shadow impacts on adjacent play areas; and,
- Acknowledged the adaptation of interior and exterior common spaces due to the COVID-19 pandemic.

6.34. Ms. Judith Brook, 2400 Block Lauralynn Drive:
- Spoke in support of the rent-to-own program;
- Spoke favorably that the applicant has committed to a zero fossil fuel energy site;
- Spoke in support of the usage of heat pumps; and,
- Commented on the lack of suitable affordable housing options on the North Shore.

6.35. Ms. Laurie Parkinson, 600 Block East 4th Street:
- Spoke in support of the proposed development;
- Spoke in support of the proposed zero fossil fuel energy site;
- Encouraged developers to use heat pumps;
- Requested that conduits be installed to allow for future solar panel connection; and,
- Urged Council to make decisions through a climate lens.

6.36. Mr. Steven Petersson, 1100 Block East 29th Street:
- Spoke in support of the proposed development;
• Noted that the proposed development is close to amenities, parks and local schools;
• Noted that the proposed development is close to transit;
• Spoke to the opportunity to invest in the community and create jobs in a difficult time;
• Commented on the diverse housing mix; and,
• Spoke to the housing crisis on the North Shore.

6.37. **Ms. Mackenzie Leyland, 2700 Block Violet Street:**
• Spoke in support of the proposed development;
• Suggested that the proposed development will allow young families to move back to the North Shore; and,
• Commented that the proposed development will create more affordable and diverse housing options.

6.38. **Mr. Len Slade:**
• Spoke in opposition of the proposed development;
• Spoke in support of social housing;
• Suggested this site be used for a new recreation facility;
• Expressed concern with increased traffic; and,
• Questioned if residents will be able to afford the insurance to live in these units.

6.39. **Ms. Katherine Fagerlund, 1800 Block Deep Cove Road:**
• Spoke in opposition of the proposed development;
• Noted that the proposed development is not near a town centre;
• Expressed concern with the proposed building height;
• Expressed concern with increased traffic;
• Opined that the units are not affordable;
• Commented that not enough outdoor space is proposed; and,
• Commented that the rent-to-own program is not clearly defined.

6.40. **Mr. Mauro Chiesa, 1500 Block Larkhall Crescent:**
• Spoke in opposition to the proposed development;
• Noted that the proposed development is not in a town centre;
• Suggested that amenities, shopping and medical services be incorporated into the proposed development;
• Expressed concern that too much surface parking is proposed;
• Opined that this is not the right site for this proposal; and,
• Commented that residents living in this development will be forced to rely on their vehicles.

6.41. **Ms. Emily Vinet:**
• Spoke in support of the proposed development;
• Opined that this project offers the right mix of housing options;
• Spoke in support of the rent-to-own program;
• Spoke to the issue of affordable housing in North Vancouver;
• Commented on the close proximity of the development to greenspace, transit and schools; and,
• Commented on the housing diversity provided by the proposed development, filling a need for downsizers and young families who want to stay in the community and age in place.

6.42. Ms. Rhonda Spence:
• Spoke in support of the proposed development;
• Spoke to the challenge of young families and seniors being able to afford living on the North Shore;
• Commented on the diverse housing mix; and,
• Spoke to the opportunity of the rent-to-own program and its benefits.

The meeting recessed at 8:47 p.m. and reconvened at 8:51 p.m.

In response to a question by Council, staff advised that the current market rent for an average new one-bedroom apartment in North Vancouver is about $1,650 per month. If a resident lives in a one-bedroom market rental unit at $1,650 per month they would pay the monthly rent plus approximately $100 per month for parking if needed, for a total of $1,750 per month ($42,000 over 24 months). If a resident lives in an equivalent one-bedroom rent-to-own unit they would pay the same $1,650 per month, plus approximately $225 for strata fees and approximately $170 in property taxes for a total of $2,045 per month. As the rent to own unit would include a parking space, there would be no additional charge for parking. At the end of the 24 month rent to own period, the rent payment of $1,650 per month would be returned to the rent to own occupant for a total of $39,600 to be applied toward the down payment to complete the purchase of the unit.

In response to a question by Council, staff advised that the District will be taking a section 219 covenant to secure the Rent-to-Own program in relation to the 25 Rent-to­Own units. This covenant will stipulate a fair system such as a lottery system for accepting and approving applicants. The covenant will stipulate that purchasers selected for the Rent-to-Own program must be arms length from the developer. The covenant will stipulate other eligibility requirements, such as being a first time home buyer, having ties to the North Shore, satisfying income testing, and the declaration of inability to provide standard down payment.

In response to a question by Council, staff advised that the applicant has proposed Level 2 electric vehicle charging for 20% of the parking spaces with conduits in place for the remaining parking spaces to accommodate electric vehicle charging on Sites 1 and 2 and Level 1 electric vehicle charging for 100% of the parking spaces with conduits in place for the remaining parking spaces to accommodate electric vehicle charging on Site 3.

In response to a question by Council, the applicant advised that conduits will be installed on Site 1 and 2 to allow for future solar panel connection.

In response to a question by Council, staff advised that there are no community plan provisions or municipal policies specific to child care at 904 – 944 Lytton Street (Seymour Estates). However, the Maplewood Village Centre and Innovation District Implementation Plan and Design Guidelines identifies child care as an amenity and includes policy direction supporting the provision of child care services in the Village.
Centre. Maplewood Village Centre is located approximately 1.5 kilometers from the site. It was also noted that there are nine programs and one hundred and forty-four spaces child care programs within 400 metres of the site.

In response to a question by Council, staff advised that of the thirty-three below-market rental units, four of these units meet the Enhanced Accessible Design criteria.

In response to a question by Council, staff advised that an outdoor play area is proposed which will include a mix of playground equipment. The playground will be available for use by both tenants and strata owners in all buildings.

In response to a question by Council, staff advised that there are no known flood risks in this area and a stormwater management covenant would be required before issuance of a building permit.

6.43. Mr. Rob Haines, SPEAKING A SECOND TIME:
- Expressed concern that childcare is not being provided as part of the project;
- Commented that more seniors’ care facilities are needed on the North Shore;
- Expressed concern that co-employment opportunities and employee-oriented housing is not proposed;
- Expressed concern with the lack of greenspace;
- Suggested that traffic issues need to be addressed before density is added to the area;
- Opined that the proposed units are not affordable; and,
- Opined that the proposed site is not a suitable location for the development.

6.44. Mr. Eric Andersen, SPEAKING A SECOND TIME:
- Opined that the two coffee shops proposed will not be detrimental to each other and will bring diversity to the area;
- Stated that too much development is happening all at once;
- Noted that the proposed development is not near a town centre; and,
- Suggested building a recreation centre on this site and use the current Ron Andrews Recreation Centre site for social housing.

6.45. Mr. Peter Teevan, SPEAKING A SECOND TIME:
- Noted that rentals are 70% less profitable than market purchase to build;
- Explained why we need density to get rentals;
- Spoke regarding Rental-only Zoning;
- Suggested that GST and the Provincial Property Transfer Tax be exempt from Rental-only Zoning;
- Spoke on behalf of the Seymour Community Association;
- Opined that the proposed building is aesthetically pleasing;
- Expressed concern with increased density and traffic issues;
- Commented that a safe route to Windsor Secondary School is important; and,
- Suggested providing a community shuttle across the North Shore.

6.46. Mr. Eric Carlson, SPEAKING A SECOND TIME:
- Highlighted the benefits and amenities of the proposed development;
- Opined that the development will provide diverse affordable housing options;
• Noted that higher density is essential to reduce carbon intensity;
• Spoke to the environmental and sustainable aspects of the project;
• Noted that the proposed development meets the BC Energy Step Code Level 3;
• Spoke favourably to the rent-to-own program;
• Commented on the need for more rental housing on the North Shore; and,
• Acknowledged the challenges associated with change.

6.47. Mr. Corrie Kost, SPEAKING A SECOND TIME:
• Opined that growth should occur in town centres;
• Commented on the importance of incorporating pandemic safety features into the design of the building;
• Questioned if rent-to-own purchasers will be responsible for paying for utilities;
• Expressed concern with traffic congestion;
• Questioned if the proposed development meets the objectives of the OCP;
• Opined that little progress has been achieved in providing affordable housing options for private land developments;
• Commented that more affordable rental units are needed; and,
• Urged Council to reject the proposed development and that significant revisions are made.

6.48. Mr. Riaan Debeer: SPEAKING A SECOND TIME
• Opined that the housing meets the needs for a diverse community;
• Commented on the importance of preserving greenspace; and,
• Advised that the proposal support the OCP goal to encourage and enable a diverse mix of housing type, tenure and affordability to accommodate the lifestyles and needs of people at all stages of life.

In response to a question by Council, staff advised that there has been no discussion with the applicant on a land swap as staff has not had direction from Council to pursue such a concept. Staff have no indication from the applicant that they would be interested in a land swap.

6.49. Mr. Rob Haines, SPEAKING A THIRD TIME:
• Opined that the development does not met the requirements of the Official Community Plan;
• Opined that not enough greenspace is provided;
• Expressed concern with storm water mitigation; and,
• Suggested that the signage and radius to advertise a Public Hearing may be improved.

6.50. Mr. Corrie Kost, SPEAKING A THIRD TIME:
• Clarified that Floor Space Ratios (FSR) is the general massing and approximate density of development and is the ratio of the floor area of a proposed development over the area of the lot or lots upon which the development is to be located. It does not regulate actual densities on individual lots and is the function of the District’s Zoning Bylaw. Council may, in its discretion, and with a public hearing, consider zoning bylaw
amendments to permit density over and above that indicated in the table on a case by case basis where the proposed development is otherwise consistent with objectives and policies of the Official Community Plan.

6.51. Mr. Peter Teevan, SPEAKING A THIRD TIME:
  • Spoke in support of a land swap with Anthem Properties.

7. COUNCIL RESOLUTION

MOVED by Councillor HANSON
SECONDED by Councillor FORBES
THAT the December 15, 2020 reconvened Public Hearing be closed;

AND THAT "District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)" be returned to Council for further consideration.

CARRIED
(9:51 p.m.)

CERTIFIED CORRECT:

[Signature]
Confidential Council Clerk
The District of North Vancouver

REPORT TO COUNCIL

August 25, 2020
File: 08.3060.20/025.17

AUTHOR: Darren Veres, Development Planner

SUBJECT: Bylaws 8423, 8424, and 8425: Rezoning and Housing Agreement
Bylaws for a Mixed-Use Development at 904 - 944 Lytton Street
(Seymour Estates)

RECOMMENDATION

THAT the "District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)" to rezone
the subject site from Multi-Family Residential Zone 3 (RM3) to Comprehensive
Development Zone 118 (CD118) is given FIRST reading;

THAT "Housing Agreement Bylaw 8424, 2020" which authorizes a Housing Agreement
to prevent future rental restrictions on the subject property, is given FIRST reading;

THAT "Housing Agreement Bylaw 8425, 2020" which authorizes a Housing Agreement
to secure the market rental units and affordable rental units in perpetuity, is given FIRST
reading;

AND THAT "District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)" is referred
to a Public Hearing.

REASON FOR REPORT

The applicant (Anthem Properties Group Ltd) proposes to redevelop the existing vacant site at
904 - 944 Lytton Street (see Figure 1) as a 341-unit residential development with a modest
commercial space intended for a café. The development consists of two six-storey apartment
buildings, seven three-storey townhouse buildings, and six four-storey stacked townhouse
buildings (See Attachment A for the project drawing package).

Figure 1. Location Map
The proposal also includes the following affordable housing elements:

- 33 non-market rental units secured at between 15% and 25% below CMHC rates;
- 56 market rental units secured in perpetuity;
- A partnership with Habitat for Humanity for one 3-bedroom townhouse unit; and
- 25 "rent-to-own" units geared towards first-time home buyers.

Implementation of the proposed project requires Council's consideration of:

- Bylaw 8423 to rezone the subject property (Attachment B);
- Bylaw 8424 to ensure that all future strata owners are eligible to rent their units (Attachment C);
- Bylaw 8425 to secure market and affordable rental units (Attachment D); and
- Issuance of one or more development permits.

The Rezoning Bylaw and Housing Agreement Bylaws are recommended for introduction and the Rezoning Bylaw is recommended for referral to a Public Hearing. Development Permits would be forwarded to Council for consideration if the rezoning proceeds.

SITE AND SURROUNDING AREA

The development site is located at the southeast corner of Mount Seymour Parkway and Lytton Street (see Figure 2). The site was previously occupied by 114 townhouses in 8 buildings that were constructed in 1969. The buildings were demolished in the summer of 2019 (see Figure 3). The site is now vacant and surrounded by construction fencing. The property is approximately 25,340 m² (6.26 acres) in area.

Properties surrounding the site include single-detached homes to the east, Ron Andrews Recreation Centre to the west beyond Lytton Street, a gas station and single-detached homes to the north beyond Mount Seymour Parkway, and Windsor Secondary School to the south. The site is located approximately 1.5 kilometres from the Maplewood Village Centre.
EXISTING POLICY

Official Community Plan

The Official Community Plan (OCP) designates the site as "Residential Level 5: Low Density Apartment" (RES5) which envisions low density apartments at a density of up to approximately 1.75 FSR with some commercial use permitted at grade. The proposed density is 1.37 FSR and the density and uses (residential with a modest 88 m² (947 sq.ft.) commercial space on the ground level) comply with the OCP.

The proposal supports the OCP goal to "encourage and enable a diverse mix of housing type, tenure and affordability to accommodate the lifestyles and needs of people at all stages of life."

Maplewood Local Plan Reference Policy Document

The Maplewood Local Plan was adopted in 2002 and is used as a reference policy document for this site. The plan envisions the site for multi-family residential development with a density of up to 1.2 FSR or special needs housing such as seniors or congregate care developments, with a density of up to 2.0 FSR. While the proposal exceeds the suggested FSR for multi-family developments in the Local Plan by 0.17, it is providing rental and non-market rental housing. A portion of the additional density (0.06 FSR) is being sought to support the provision of 33 non-market rental units in the dedicated low-rise rental building. The provision of these non-market rental units is consistent with the objectives and policies in the OCP. Furthermore, the proposal is in keeping with the Maplewood Local Plan Reference Policy Document objectives to "provide a variety of housing types and tenures" and to "revitalize existing residential areas".

Zoning

The subject property is currently zoned Multi-Family Residential Zone 3 (RM3) and rezoning is required to accommodate the proposal. Bylaw 8423 proposes to create a new Comprehensive Development Zone 118 (CD118) tailored specifically to this project which prescribes permitted uses and zoning provisions such as a maximum density, height, setbacks, and parking requirements.
ANALYSIS:

Proposal:

The proposal includes 341 residential units and a modest commercial space (intended as a café) to be constructed on four new subdivided parcels and in two phases as shown in Figure 5.

Phase 1 (outlined in red):

- **Site 1**: one six-storey wood frame apartment building (119 units)
- **Site 2**: seven four-storey stacked townhouse buildings and one three-storey traditional townhouse building (102 units)
- **Site 4**: one six-storey wood frame rental building (89 units) with a modest commercial space on the ground floor.

Phase 2 (outlined in blue):

- **Site 3**: six three-storey traditional townhouse buildings (31 units)

Phase 2 will be developed at a later stage and will function as a staging area for the construction of Sites 1, 2, and 4 during Phase 1.

The unit mix is outlined in the table below and will be secured in the Development Covenant:

<table>
<thead>
<tr>
<th></th>
<th>Studio</th>
<th>1 bed</th>
<th>2 bed</th>
<th>3 bed</th>
<th>4 bed</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strata</td>
<td>0</td>
<td>36</td>
<td>91</td>
<td>101</td>
<td>24</td>
<td>252*</td>
</tr>
<tr>
<td>Market Rental</td>
<td>4</td>
<td>22</td>
<td>16</td>
<td>14</td>
<td>0</td>
<td>56</td>
</tr>
<tr>
<td>Non-Market Rental</td>
<td>3</td>
<td>14</td>
<td>8</td>
<td>8</td>
<td>0</td>
<td>33</td>
</tr>
<tr>
<td>Total:</td>
<td>7</td>
<td>72</td>
<td>115</td>
<td>123</td>
<td>24</td>
<td>341</td>
</tr>
</tbody>
</table>

*Including 25 "rent-to-own" units (more information provided below).
The following sections describe the two phases and each site of the proposed project.

**Phase 1 (Site 1, 2, and 4)**

**Site 1:**

Site 1 includes a six-storey wood frame apartment building (Building 1) with 119 strata units, located in the northwest portion of the property (see Figure 6). The building is designed in a "U-shape" around a shared outdoor open space and a children’s play area. A 65 m² (700 sq.ft.) shared amenity space is proposed on the ground floor of the building near the main entrance at the corner of Mount Seymour Parkway and Lytton Street (see Figure 7) and almost directly above on the top floor there is a shared 56 m² (604 sq.ft.) outdoor terrace available to all residents of the building.

The unit mix for Site 1 is outlined in the table below and will be secured in the Development Covenant:

<table>
<thead>
<tr>
<th>Studio</th>
<th>1 bed</th>
<th>2 bed</th>
<th>3 bed</th>
<th>4 bed</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>36</td>
<td>61</td>
<td>22</td>
<td>0</td>
<td>119</td>
</tr>
</tbody>
</table>

*Figure 6. Site Plan*

*Figure 7. Artistic rendering of Building 1 looking southeast from Mount Seymour Parkway.*
Within this building there are 25 “rent-to-own” units geared toward first-time home buyers. The future purchasers would be required to live in the unit for two-years, paying market rents to the developer (i.e. Anthem) as well as strata fees. At the end of the two-year period Anthem would return 100% of the rent collected to each purchaser for use as a down payment to purchase the unit they were occupying. The “rent-to-own” units include 15 one-bedroom and 10 two-bedroom units. The unit mix will be secured in the Development Covenant.

Site 2:

Site 2 includes 102 strata townhouse units in six four-storey stacked townhouse buildings, one three-storey traditional townhouse building (Building 5), and three courtyard spaces (see Figures 8 and 9). The three-storey townhouse building and easterly open space have been strategically located adjacent to the existing single-family homes on Broadview Drive to the east to provide a sensitive transition and to protect mature vegetation.

The site slopes from northeast to the southwest and the townhouses are proposed to be built into the slope with a "stepped" form to respond to the topography.

The unit mix for Site 2 is outlined in the table below and will be secured in the Development Covenant:

<table>
<thead>
<tr>
<th>Studio</th>
<th>1 bed</th>
<th>2 bed</th>
<th>3 bed</th>
<th>4 bed</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Strata Townhouse Units</td>
<td>0</td>
<td>0</td>
<td>29</td>
<td>73</td>
<td>0</td>
</tr>
</tbody>
</table>
A partnership with Habitat for Humanity is proposed for one townhouse unit on Site 2. Through this partnership, Anthem would sell one unfinished 3-bedroom townhouse to Habitat for Humanity at a below-cost rate. The unit would be owned by Habitat for Humanity and rented to a family earning $35,000 to $74,000 per year at no more than 30% of their household income. The rental payments would accumulate for the family over the duration of their tenancy and when ready to move into the traditional housing market, Habitat would return 80% of the accumulated payments towards the purchase of their next home. The Habitat for Humanity townhouse unit will be secured through the Development Covenant.

Site 4:

Site four includes a six-storey rental building (Building 15) located in the southwest portion of the site (see Figures 10 and 11). The building includes 89 rental units of which 56 are market rental and 33 are non-market rental. The rental and non-market units will be secured in perpetuity in the Housing Agreement attached to Bylaw 8425. The building also has 88 m² (947 sq.ft.) of shared indoor amenity space and an 88 m² (947 sq.ft.) commercial space on the ground level fronting Lytton Street. The commercial space is intended to be used as a café and will have an accessory outdoor seating area.
The unit mix for Site 4 is outlined in the table below and will be secured in the Development Covenant:

<table>
<thead>
<tr>
<th></th>
<th>Studio</th>
<th>1 bed</th>
<th>2 bed</th>
<th>3 bed</th>
<th>4 bed</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Rental</td>
<td>4</td>
<td>22</td>
<td>16</td>
<td>14</td>
<td>0</td>
<td>56</td>
</tr>
<tr>
<td>Non-Market Rental</td>
<td>3</td>
<td>14</td>
<td>8</td>
<td>8</td>
<td>0</td>
<td>33</td>
</tr>
<tr>
<td>Total Units</td>
<td>7</td>
<td>36</td>
<td>24</td>
<td>32</td>
<td>0</td>
<td>89</td>
</tr>
</tbody>
</table>

Figure 11. Artistic rendering of rental building (Building 15) looking southeast from Lytton Street

The unit mix and proposed rents for the non-market units in Site 4 are included in the table below:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Units</th>
<th>Average Proposed Rent / Month</th>
<th>% below DNV Median Rent (2019)</th>
<th>Annual Household Income Needed to Afford Monthly Rent (at 30% of pre-tax income)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio</td>
<td>3</td>
<td>$998.40</td>
<td>20%</td>
<td>$39,936</td>
</tr>
<tr>
<td>1 bedroom</td>
<td>14</td>
<td>$1,230.40</td>
<td>20%</td>
<td>$49,216</td>
</tr>
<tr>
<td>2 bedroom</td>
<td>8</td>
<td>$1,500.00</td>
<td>25%</td>
<td>$60,000</td>
</tr>
<tr>
<td>3 bedroom</td>
<td>8</td>
<td>$1,641.35</td>
<td>15%</td>
<td>$65,654</td>
</tr>
<tr>
<td>Total</td>
<td>33</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

These units are proposed to be discounted at between 15% and 25% below the CMHC median rental rates (2019) for the District. The unit rents will be no more than 30% of
before-tax income (less utilities) for low-to-moderate income households earning between $30,001 to $85,170 and will include hot water, storage and potentially heat (depending on the heating system). Additional costs will include a one-time refundable security deposit (50% of rent), electricity, and an optional parking fee of up to $100 per month per parking space.

In addition, the applicant has indicated that their ultimate goal is to partner with Hollyburn Family Services Society (and possibly BC Housing) to provide the following mix of rents and incomes for the non-market rental units in accordance with BC Housing’s Community Housing Fund:

- 30% Affordable housing (moderate income);
- 50% Rent geared to income (housing income limit); and
- 20% Deep Subsidy.

In this scenario, the non-profit partnership would purchase the 33 non-market rental units from Anthem and operate them.

The rental tenure and rents for the non-market units will be secured with a Housing Agreement and be operated by a non-profit should the project advance. The Housing Agreement sets an escalation based on the consumer price index to control the amount that the rates of the non-market units can increase, all subject to compliance with provincial rental regulations. The Housing Agreement also establishes eligibility criteria for tenants such that the maximum income results in not more than 30% of gross income being used for rent.

**Phase 2 (Site 3)**

Site 3 includes 31 townhouse units in six traditional three-storey townhouse buildings (see Figure 12). While each of the other sites have their own underground parking garages, this site is proposed to have at-grade garages provided for each unit.

![Figure 12. Site Plan – Site 3](image-url)
The unit mix for Site 3 is outlined in the table below and will be secured in the Development Covenant:

<table>
<thead>
<tr>
<th>Total Strata Townhouse Units</th>
<th>Studio</th>
<th>1 bed</th>
<th>2 bed</th>
<th>3 bed</th>
<th>4 bed</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>1</td>
<td>6</td>
<td>24</td>
<td></td>
<td>31</td>
</tr>
</tbody>
</table>

Along the north side of Site 3, there is a 1.8m wide public pedestrian pathway which runs west to east connecting Lytton Street to Broadview Drive as shown highlighted in yellow on Figure 12. This pathway will be secured with a statutory right of way and be available for use by the public. Should the rezoning be approved, Phase 2 will be subject to a separate Development Permit at a later stage.

Vehicle Parking

Overall, the development includes 576 parking spaces (approximately 1.69 spaces per unit) including 73 visitor parking spaces and 23 accessible parking spaces. Parking proposed is 73 spaces less than the basic requirements in Part 10 of the Zoning Bylaw.

The proposed parking is supported by the conclusions of a traffic and parking study prepared by Bunt and Associates and is consistent with Section 5.1 (8) of the OCP which states that reductions for parking should be considered for new developments in centres and on corridors well-served by transit as a way to encourage alternate modes of transportation and to increase housing affordability. The applicant is proposing to work with TransLink and Mode on a pilot project where Mode car share would provide “on-demand” transit service to provide better connectivity for transit users in the area to Phibbs Exchange. The applicant has also committed to the provision of three parking stalls for carshare vehicles, as well as any required financial support to ensure the availability of the carshare vehicles for a minimum of three years.

Parking for each site is summarized in the table below:

<table>
<thead>
<tr>
<th>Site</th>
<th>Resident Parking Proposed</th>
<th>Visitor Parking Proposed</th>
<th>Total Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (Building 1)</td>
<td>176</td>
<td>32</td>
<td>208</td>
</tr>
<tr>
<td>2 (Buildings 2 - 8)</td>
<td>178</td>
<td>26</td>
<td>204</td>
</tr>
<tr>
<td>3 (Buildings 9 -14)</td>
<td>62</td>
<td>3</td>
<td>65</td>
</tr>
<tr>
<td>4 (Building 15 – Residential)</td>
<td>87</td>
<td>12</td>
<td>99</td>
</tr>
<tr>
<td>4 (Building 15 – Commercial)*</td>
<td>N/A</td>
<td>N/A</td>
<td>0</td>
</tr>
<tr>
<td>Total:</td>
<td>503</td>
<td>73</td>
<td>576</td>
</tr>
</tbody>
</table>

*This assumes that the commercial parking will be shared with residential visitor parking.
In accordance with the District's Electric Vehicle (EV) Charging Infrastructure Policy, 20% of the parking stalls are to be EV-ready, wired for level 1 (110v) charging with conduits provided so all stalls can later be wired for level 1 (110v) charging.

**Bicycle Parking and Household Storage**

A total of 686 bicycle spaces are provided for residents of the development for a ratio of just over 2.0 bicycle parking spaces per unit. The resident bicycle lockers are 1.2m by 1.8m (4 ft by 6 ft) in size and can accommodate 2 bicycles each. An additional 104 bicycle spaces are provided for visitors. The breakdown by site is shown in the table below.

<table>
<thead>
<tr>
<th>Site</th>
<th>Resident secure bike spaces</th>
<th>Visitor secure bike spaces</th>
<th>Visitor outside bike spaces</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>242</td>
<td>24</td>
<td>6</td>
<td>272</td>
</tr>
<tr>
<td>2</td>
<td>204</td>
<td>0</td>
<td>28</td>
<td>232</td>
</tr>
<tr>
<td>3</td>
<td>62</td>
<td>0</td>
<td>18</td>
<td>80</td>
</tr>
<tr>
<td>4</td>
<td>178</td>
<td>18</td>
<td>10</td>
<td>206</td>
</tr>
<tr>
<td>Total</td>
<td>686</td>
<td>42</td>
<td>62</td>
<td>790</td>
</tr>
</tbody>
</table>

The bicycle parking proposed exceeds the requirement in the District's Bicycle Parking Policy.

The applicant is proposing to provide two electric bikes on a “pay-per-use” basis for Sites 1, 2, and 4 to be shared by the residents of these sites. The e-bike booking will be managed by the each strata with an online booking system.

Bike repair rooms are proposed in the underground parkades of Sites 1 and 2 and another bike repair station is proposed on the first floor of Building 15 on Site 4 and is accessible directly from the street. Each room will have a tool-equipped workshop and workbench, and built-in air compressor. A bike washing station is also proposed for each of the car wash locations in the underground parking structures of Sites 1, 2 and 3.

Bicycle parking proposed, in addition to the other facilities to support cycling such as bike repair stations and electric charging, should help to support alternate transportation options for residents and visitors to the site.
With regard to household storage, the applicant is proposing a total of 327 secure general storage lockers for the project. The breakdown for each site is outlined below:

<table>
<thead>
<tr>
<th>Site</th>
<th>Resident Storage Lockers</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>120</td>
</tr>
<tr>
<td>2</td>
<td>97</td>
</tr>
<tr>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>79</td>
</tr>
<tr>
<td>Total</td>
<td>327</td>
</tr>
</tbody>
</table>

**Site Access**

Two vehicle accesses are provided to the site via Lytton Street as shown on Figure 13. The northern crossing will provide access to the underground parking garages for Sites 1 and 2. The southern crossing will provide access to the at-grade garages for Site 3 and the underground parking garage for Site 4.

Removable bollards are provided in between Site 2 and Site 3 to accommodate emergency access.

**Development Permits**

The site is designated within Development Permit Areas for:

- Form and Character of Multi-Family Housing;
- Energy and Water Conservation and Green House Gas Emission Reduction; and
- Wildfire Hazard.

1) **Form and Character**

The proposal has been reviewed against the OCP "Design Guidelines for Multi-Family Housing". Upon initial review, the development proposal generally meets the form and character guideline requirements. Further details outlining the project’s compliance with the Form and Character Design Guidelines will be provided for Council’s consideration at the Development Permit stage should the rezoning bylaw proceed.
2) Energy and Water Conservation and Greenhouse Gas Emission Reduction

In accordance with the District’s Construction Bylaw, this project is required to meet Step 3 of the BC Energy Step Code. In addition, the following strategies will be implemented to help reduce energy consumption in accordance with the Energy and Water Conservation and Greenhouse Gas Emission Reduction Development Permit Guidelines:

- Heat recovery ventilators
- Low-energy lighting
- EnergyStar appliances
- Locally-sourced construction materials
- Electric car and bicycle charging outlets
- Incorporating modest sized windows
- Programmable thermostats
- Construction waste management plan
- Low flow / dual flush plumbing fixtures
- Rainwater retention tank
- Water saving dishwasher and washing machine

In addition to the strategies identified above, the applicant will also be installing a high efficiency central domestic hot water boiler plant, with heat-pump pre-heat for the strata apartment building (Building 1) on Site 1 and the rental apartment building (Building 15) on Site 4. The fuel source for the boiler plant will be fossil gas. The applicant also intends to install electric baseboard heating and electric induction ranges in the rental building on Site 4 as a means to further reduce greenhouse gas emissions. For Site 2, the applicant will be installing high-efficiency fossil gas furnaces in each of the townhouse units. Sites 1 and 2 will also include fossil gas ranges with electric ovens. For Site 3, the applicant has committed to providing 100% clean energy for all of the townhouse units.

3) Wildfire Hazard

A Wildfire Hazard Report has been provided which outlines how the combination of non-combustible building materials, exterior cladding, and proposed tree removal, replanting and pruning treatments meet the Development Permit requirements for construction in a wildfire hazard area.

Advisory Design Panel

The application as it relates to Sites 1 and 2 was considered by the Advisory Design Panel (ADP) on July 13, 2017 (see Attachment E). The application as it relates to Site 4 was considered by the ADP on October 10, 2019 (see Attachment F). ADP will consider Site 3 when an associated Development Permit application is submitted for the Phase 2 lands.
Overall, the project was well-received and the Panel commended the applicant on the quality of the proposal. The Panel indicated that the orientation of buildings resulted in minimal overshadowing, appreciated the mix of building types, and noted the generous open space / play areas. Some members thought that the rental building (Building 15) was one of the best examples of a 6-storey building that the Panel has seen. The Panel recommended approval of Sites 1, 2, and 4 (also known as Phase 1) subject to resolution of the Panel comments.

The applicant has addressed the Panel's comments in relation to Sites 1 and 2 (Buildings 1-8) by lightening the materials palette, animating the courtyard adjacent to Building 1 for community gathering and as a children's play space, and by formalizing the pedestrian connectivity.

The applicant has addressed the Panel's comments in relation to Site 4 (Building 15) by widening the pedestrian entry and providing a more pronounced canopy, adding an awning to the bicycle storage entry area, recessing the parkade entry, relocating the garbage room and staging area, incorporating wood soffits around the pedestrian entry, providing additional wood cladding around the garage entry, and lightening the materials pallet.

A detailed review of development permit issues, outlining the project's compliance with the applicable development permit guidelines will be provided for Council's consideration should the application proceed through the rezoning process.

Accessibility

Buildings and green spaces are connected by accessible pathways and elevators are situated in strategic locations to reflect the sloping nature of the site. A range of housing types (apartments, stacked townhouses and ground-oriented townhouses) are proposed to help support the concept of "aging in place" as identified in the District of North Vancouver's Accessible Design Policy.

The proposal fulfills the requirements of the Accessible Design Policy for Multi-Family Housing as:

- **Site 1** (Apartments): 119 Units (100%) meet the 'Basic Accessible Design' criteria and 6 units (5%) meet the 'Enhanced Accessible Design' criteria;
- **Site 2** (Stacked Townhouses): There are 7 stacked-townhouse buildings on Site 2. The lower levels of these buildings are all one-storey units with three-storey townhouse units above. Of the one-level units, 15 have access to their front door without the use of stairs and four of these units (4%) meet the 'Enhanced Accessible Design' criteria;
- **Site 3** (Ground-Oriented Townhouses): Only one of the units in Site 3 is accessible without the use of stairs. Although there is no kitchen on the ground floor, there is an accessible washroom and bedroom which meet the 'Basic Accessible Design' criteria; and
• **Site 4 (Apartments):** 89 units (100%) of the units meet the 'Basic Accessible Design' criteria and 11 units (12%) meet the 'Enhanced Accessible Design' criteria.

**Rental and Affordable Housing Strategy**

The proposal has been reviewed against the District’s “Rental and Affordable Housing Strategy” below:

- **Goal 1:** Expand the supply and diversity of housing
  - The project includes a mix of tenures (ownership and rental) and housing forms (apartments, stacked townhouses, and traditional townhouses).

- **Goal 2:** Expand the supply of new rental and affordable housing
  - The project provides 89 rental units including 33 non-market rental units on Site 4, one non-market family rental unit (Habitat for Humanity) on Site 2, and 25 “rent-to-own” units geared toward first-time home owners on Site 1.

- **Goal 5:** Minimizing Impacts to Tenants
  - The site is currently vacant. Of the former 114 units, 43 units were rented at the time of acquisition. Eleven of the 43 tenants elected to move out without assistance and the remaining 32 received tenant assistance packages. All former tenants have relocated to new homes.

- **Goal 6:** Partner with other agencies to help deliver affordable housing
  - A partnership with Habitat for Humanity is proposed, through which Anthem would sell one unfinished 3-bedroom townhouse to Habitat for Humanity at a below-market rate. The townhouse would be finished by Habitat for Humanity volunteers, owned by Habitat for Humanity and used to provide non-market rental housing to a family.
  - The applicant proposes to retain ownership of the rental building but will be required to partner with a non-profit housing society to operate the affordable rental units.

**Off-site improvements**

The application includes improved street frontages with street tree plantings and streetlight upgrades, including pedestrian lighting, curb, gutter, sidewalks, and paving improvements along both the Mount Seymour Parkway and Lytton Street frontages. A widened bike lane, extended southbound left-turn lane, extended bus pull-out bay, and a new bus shelter will be provided on the Mount Seymour Parkway frontage. The bus shelter will be secured with a statutory right of way. Upgrades to existing watermains, sanitary and storm will also be required. The applicant’s estimated total value of off-site works (engineering and landscaping) is $2,750,365. This estimate has been provided by the applicant and the full scope (and value) of required off-site construction will be determined through the detailed design work at the Building Permit stage.

The project will be required to pay District of North Vancouver Development Cost Charges (DCC’s) at the applicable rate at the date of Building Permit submission should the rezoning be successful. DCC’s are estimated at $2,793,400 based on the 2020 rates.
Greater Vancouver Sewage and Drainage DCC's and TransLink DCC's will also be required.

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 $3,386,385 (based on 2020 rates) will be included in the proposed CD118 Zone. This cash contribution is in addition to the market and non-market rental housing being provided in the project.

It is anticipated that the CACs from this development will be directed toward the affordable housing fund, park and trail improvements, public art, or other public realm infrastructure improvements. Details of the proposed art have not been resolved but the applicant has committed to working with the District on a public art element in the project.

Tenant Relocation Assistance

The District's Residential Tenant Relocation Assistance Policy (RTRAP) applies to rezoning applications that require the demolition of any building or combination of buildings containing more than four rental dwelling units, at the time of the detailed application. The policy was amended in March 2018, as the previous policy only applied to purpose-built rental units. When the applicant purchased the property in January 2017, rental tenants occupied 43 of the units. Given the previous development on the site consisted of 114 "fractional interest" units at the time of submission of the detailed application, the RTRAP did not apply. Despite not being applicable under the previous version of the policy, the applicant opted to provide tenant relocation assistance. The applicant hired LPA Development Consultants to provide each tenant with assistance in finding new homes. By the time LPA was hired, 11 tenants had elected to move out without assistance from the applicant and the remaining 32 tenants received the following compensation package:

- Decrease in rent to $1.00 per square foot as of February 1, 2017 for duration of tenancy
- Cash compensation equal to 3 months of the previous rent
- $500 moving allowance
- Assistance arranging movers
- Option to rent back in new rental building for either market units or non-market units provided they meet the tenant occupancy criteria.

The last tenants moved out on July 1, 2018. A demolition permit was issued on February 27, 2019 and the demolition was completed in August 2019.
Landscaping

A landscape plan has been submitted with the rezoning application showing a children's play area and outdoor open space on Site 1 (see Figures 14 and 15). Outdoor open space is also proposed in between buildings 1 and 2, 6 and 7, 7 and 8 and to the south of Building 5. Each of these spaces will be available for use by all residents of the development and this access will be secured in the Development Covenant.

Figure 14. Landscape Plan

Figure 15. Artistic Rendering of outdoor open space and children's play area on Site 1
Trees
The proposal includes a tree retention plan that protects three large mature trees on the Mount Seymour Parkway frontage and substantial stands of trees along the east property line (adjacent to single family lots) and the south property line (adjacent to Windsor Secondary School) (see Figure 14). The off-site trees on the west side of Lytton Street will also be protected.

Figure 14 summarizes the proposed tree retention, removal, and replanting. The proposal results in a net increase in on-site trees from 64 (existing trees) to 178 (retained and new trees). The proposal will have approximately 2.7 times as many trees as the existing site.

Tree protection will be secured in the Development Covenant.

Should the rezoning proposal proceed, a more detailed review of landscape and tree retention issues will be included in the development permit report.

Concurrence
The project has been reviewed by staff from the Environment, Building and Permits, Legal, Parks, Development Engineering, Community Planning, Urban Design, Transportation, and Fire departments, as well as the Arts Office.
Construction Traffic Management Plan

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 coordinate with other projects in the area (if applicable) to minimize construction impacts on pedestrian and vehicle movement along Mount Seymour Parkway and Lytton Street and maintain access to Ron Andrews Community Recreation Centre, Windsor Secondary School, and the indoor soccer facility. The plan is required to be approved by the District prior to issuance of a building permit. In particular, the Construction Traffic Management Plan must:

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

There are currently no other development applications in the immediate area and the District is not expecting any new major civil infrastructure work in the area during the construction of this project.

Public Input

The applicant held a facilitated Public Information Meeting on October 4, 2017. Notices were distributed to neighbours in accordance with the District’s policy on Non-Statutory Public Consultation for Development Applications. Two signs were placed on the property to notify passers-by of the meeting, and advertisements were placed in the North Shore News. A webpage was established for this project on the District’s website. The meeting was attended by approximately 71 residents.

Some community members expressed support for the architecture, non-market housing, variety of unit types, amount of bicycle parking, and proximity to public transportation. Others expressed concerns related to traffic and parking, building height and density, construction impacts, loss of green space, lack of commercial space, and stormwater management. Questions were raised regarding school capacity, construction phasing, childcare, and car share opportunities.
The facilitator’s report is attached as Attachment G.

In addition to the formal facilitated Public Information Meeting, the developer held an open-house on October 5, 2019 to give the public an update on the project. The open house was initiated by the developer and was not part of the District’s Planning application process requirements and District staff did not attend. According to the applicant’s materials, approximately 250 members of the community (184 registered participants and over 70 unregistered participants) attended. The public will have an additional opportunity to provide input at the Public Hearing should the project advance.

Implementation

Implementation of this project will require a rezoning and three Housing Agreements, as well as issuance of one or more development permits and registration of legal agreements.

Bylaw 8423 (Attachment B) rezones the subject site from Multi-Family Residential 3 (RM3) to a new Comprehensive Development Zone 118 (CD118) which:

- secures the Community Amenity Contribution;
- establishes the permitted residential and commercial use;
- establishes the maximum permitted floor area on the site;
- establishes setback and building height regulations;
- establishes parking regulations specific to this project; and
- removes the existing siting area map.

Bylaw 8424 (Attachment C) authorizes the District to enter into a Housing Agreement to ensure that there will be no future restrictions on renting the units. Bylaw 8425 (Attachment D) authorizes the District to enter in a Housing Agreement to secure the market and non-market rental units in Building 15 on Site 4 in perpetuity.

A legal framework will be required to support the project and it is anticipated that a development covenant will be used to secure a number of items including (but not limited to):

- “rent-to-own” units on Site 1;
- Habitat for Humanity unit on Site 2;
- easement to secure access to amenity spaces;
- easement for private internal road;
- statutory right of way to secure public access and bus shelter;
- stormwater management covenant;
- covenant to specify that any “unsold” parking spaces be transferred to strata corporation; and
- registration of housing agreements.
CONCLUSION

This project assists in implementation of the District's Official Community Plan and it advances rental and affordable rental housing objectives in compliance with the District's "Rental and Affordable Housing Strategy". The rezoning proposal is now ready for Council's consideration.

Options:

The following options are available for Council's consideration:

1. Introduce Bylaws 8423, 8424, and 8425 and refer Bylaw 8423 to a Public Hearing (staff recommendation);

2. Revise Bylaws 8423, 8424, and 8425 based on direction from Council;

or,

3. Defeat the bylaws at First Reading.

Respectfully submitted,

Darren Veres
Senior Planner

Attachments:

A. Architectural and Landscape Plans
B. Bylaw 8423 – Rezoning Bylaw
C. Bylaw 8424 – Housing Agreement to secure no strata rental restrictions
D. Bylaw 8425 – Housing Agreement to secure market and affordable rental unit
E. ADP Minutes for July 13, 2017
F. ADP Minutes for October 10, 2019
G. Facilitator's Report
CONCEPTUAL SKETCH

BUILDING 1 CORNER OF LYTON STREET + MOUNT SEYMOUR PARKWAY
MATERIAL & COLOUR LEGEND BUILDINGS 3 & 5

<table>
<thead>
<tr>
<th>Colour</th>
<th>Manufacturer</th>
<th>Color to match</th>
<th>Elements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dark Grey</td>
<td>Fiber Cement Plank Siding</td>
<td>2121-10 Grey</td>
<td>Siding, Roof</td>
</tr>
</tbody>
</table>
THIS PAGE LEFT BLANK INTENTIONALLY
The Corporation of the District of North Vancouver

Bylaw 8423

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:

Citation

1. This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)".

Amendments:

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

   (a) Part 2A, Definitions is amended by adding CD118 to the list of zones that Part 2A applies to.

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

       "Comprehensive Development Zone 118 CD118"

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

       "4B118 Comprehensive Development Zone 118 CD118"

The CD118 zone is applied to:

Lot A, Block X, District Lot 580, Plan 11419 (PID: 009-073-086)

4B 118 - 1 Intent

The purpose of the CD118 Zone is to permit a mixed-use, medium-density development which includes a mix of apartments, townhouses, and commercial space.
**4B 118 – 2 Interpretation**

For the purposes of this CD118 Zone, in addition to the definitions in Part 2A of the Zoning Bylaw, the following definition shall apply:

"*retail food services*" means land, buildings and structures used for the provision of prepared foods and beverages for either on or off-site consumption and the sale of goods to the public. Typical uses would include: delicatessens; cafes; refreshment stands; sandwich bars; and take-out food services. This use class does not include: restaurants; neighbourhood public houses; drive-in restaurants; or licensed lounges.

**4B 118 - 3 Permitted Uses:**

The following *principal* uses shall be permitted in the CD118 Zone:

a) Uses Permitted Without Conditions:

   Not applicable.

b) Conditional Uses:

   The following *principal* uses are permitted when the conditions outlined in Section 4B 118 - 4 Conditions of Use, are met:

   i) *residential use*; and
   ii) *retail food services*.

**4B 118 - 4 Conditions of Use**

a) All *conditional uses*: All uses of land, buildings and structures are only permitted when the following conditions of use are met:

   i) All aspects of the use are completely contained within an enclosed building except for:
      a) Parking and loading areas;
      b) *Outdoor customer services areas*; and
      c) Outdoor amenity areas (plazas, roof decks, play areas, and private or semi-private outdoor space).
b) **Residential:** Residential uses are only permitted when the following conditions are met:

i) Each dwelling unit has access to private or semi-private outdoor space; and

ii) Balcony enclosures are not permitted.

c) **Retail Food Services:** Retail Food Services are only permitted to be located in "Area D" as shown on the map attached labelled "Schedule B" up to a maximum of 111.5 m² (1,200 sq. ft.) and confined to the ground floor of a building when the following conditions are met:

i) any outdoor customer service area must be operationally and physically tied to the principal use premises which it serves;

ii) any outdoor customer service area shall not exceed 66 m² (710 sq. ft.), or 26 seats, whichever is lesser;

4B 118 - 5 Accessory Use

a) Accessory uses customarily ancillary to the principal uses are permitted.

b) Home occupations in residential dwelling units are permitted.

4B 118 - 6 Density

a) The maximum permitted density is 19,050 m² (205,055 sq. ft.) and 114 residential units.

b) For the purpose of calculating gross floor area, the following are exempted:

i) Parking, storage, mechanical, maintenance areas and any other areas located below grade in a structure which has an exposed exterior wall less than 1.2 m (4 ft.) above finished grade;

ii) Unenclosed balcony areas;

iii) Unenclosed rooftop common amenity space accessory to a residential use located in "Area A" as shown on the map attached labelled "Schedule B" up to a maximum or 57 m² (613 sq. ft.)

iv) Indoor common amenity area accessory to a residential use located in "Area A" as shown on the map attached labelled "Schedule B" up to a maximum of 70 m² (753.5 sq. ft);
v) Indoor common amenity area accessory to a residential use located in "Area D" as shown on the map attached labelled "Schedule B" up to a maximum of 95 m² (1,023 sq. ft.); and
vi) Bicycle storage area and repair room located in "Area D" as shown on the map attached labelled "Schedule B" up to a maximum of 305 m² (3,283 sq. ft.).

4B 118 - 7 Amenities

a) Despite Subsection 4B 118 - 6, permitted gross floor area in the CD118 Zone shall be increased to a maximum of 34,733 m² (373,862 sq. ft.) and a maximum of 341 residential units allocated in accordance with the table 4B 118 - 7 b), if the following conditions are met:

i) A Housing Agreement is entered into prohibiting any restrictions preventing the owners in "Areas A", "Area B", and "Area C" as shown on the map attached and labelled "Schedule B" from renting their units;

ii) A Housing Agreement is entered into securing a minimum of 89 residential rental units located on "Area D" as shown on the map attached labelled "Schedule B", of which a minimum of 33 residential rental units are secured to be operated as non-market rentals;

iii) $3,386,385 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):
1. Affordable or special needs housing;
2. The provision or enhancement of public facilities;
3. Improvements to public parks, plazas, trails and greenways; and
4. Public art and other beautification projects.

b) Table 4B 118 – 7 b) maximum number of units per parcel as shown on the map attached and labelled "Schedule B":

<table>
<thead>
<tr>
<th>Area</th>
<th>Maximum Number of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>119</td>
</tr>
<tr>
<td>B</td>
<td>102</td>
</tr>
<tr>
<td>C</td>
<td>31</td>
</tr>
<tr>
<td>D</td>
<td>89</td>
</tr>
</tbody>
</table>
4B118 - 8 Setbacks

a) Buildings shall be set back from property lines to the closest building face, excluding any underground or partially-exposed parking structure, window wells, balcony columns, alcove projections or projecting balconies, said projecting balconies not to exceed 2 m (6.5 ft.) as established by development permit and in accordance with "Table 1" and "Figure 1".

<table>
<thead>
<tr>
<th>Area</th>
<th>Setback Identifier</th>
<th>Minimum Setback</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>A</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>B</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>C</td>
<td>2.45 m (8.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>D</td>
<td>12.5 m (41.0 ft.)</td>
</tr>
<tr>
<td>B</td>
<td>E</td>
<td>2.45 m (8.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>F</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>G</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>H</td>
<td>8.55 m (28.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>I</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td>C</td>
<td>J</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>K</td>
<td>3.6 m (11.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>L</td>
<td>3.1 m (10.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>M</td>
<td>3.6 m (11.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>N</td>
<td>3.6 m (11.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>O</td>
<td>4.27 m (14.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>P</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>Q</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>R</td>
<td>3.1 m (10.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>S</td>
<td>3.1 m (10.0 ft.)</td>
</tr>
<tr>
<td>D</td>
<td>T</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>U</td>
<td>12.5 m (41.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>V</td>
<td>5.5 m (18.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>W</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
<tr>
<td></td>
<td>X</td>
<td>6.1 m (20.0 ft.)</td>
</tr>
</tbody>
</table>
### 4B118 - 9 Height

a) The maximum permitted height for any building in the CD118 Zone, shall be regulated as follows, with specific building height provisions based on “Table 2” and “Figure 2”:

#### Table 2

<table>
<thead>
<tr>
<th>Area</th>
<th>Building</th>
<th>Maximum Height</th>
<th>Maximum Storeys</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>21.0 m (69 ft.)</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>13.5 m (44 ft.)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>13.4 m (44 ft.)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>13.0 m (43 ft.)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>11.1 m (36 ft.)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>14.7 m (48 ft.)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>7</td>
<td>14.6 m (48 ft.)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>8</td>
<td>14.4 m (47 ft.)</td>
<td>4</td>
</tr>
<tr>
<td>B</td>
<td>9</td>
<td>12.8 m (42 ft.)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>12.8 m (42 ft.)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>11</td>
<td>12.8 m (42 ft.)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>12</td>
<td>12.8 m (42 ft.)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>13</td>
<td>12.8 m (42 ft.)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>14</td>
<td>12.8 m (42 ft.)</td>
<td>3</td>
</tr>
<tr>
<td>C</td>
<td>15</td>
<td>22.2 m (73 ft.)</td>
<td>6</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
b) For the purpose of measuring building height, the rules set out in the definition of *height* in Part 2 of this Bylaw apply, except that *height* will be measured from the *finished grade*.

c) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD118 zone: Elevator penthouses, 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 m (9.84 ft.) above the highest point of any roof surface.
4B 118 – 10 Coverage

a) Building Coverage: Maximum building coverage is 50%.

b) Site Coverage: Maximum site coverage is 70%.

4B 118 – 11 Landscaping and Storm Water Management

a) All land areas not occupied by buildings, patios, driveways, and walkways shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.

b) A 2 m (6.6 ft.) high screen consisting of a solid fence, or landscaping, or a combination thereof, with minimum 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 and/or within a building, with the exception of any at-grade temporary staging areas for solid waste containers.

4B 118 – 12 Parking, Loading and Servicing Regulations

Parking and loading shall be in provided in accordance with Part 10 of this Bylaw with the following exceptions:

a) For a residential building, multiple-family apartment or townhouse, parking shall be provided on the basis of Table 3 below, with reference to the development area identifiers noted in the map attached and labelled as “Schedule B”.

<table>
<thead>
<tr>
<th>Area</th>
<th>Minimum Parking Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>A (Strata Apartment)</td>
<td>1.48 spaces/unit + 0.27 spaces/unit for designated visitor parking, inclusive of 0.03 spaces/unit for use by persons with disabilities</td>
</tr>
<tr>
<td>B (Strata Stacked Townhouse)</td>
<td>1.6 spaces/unit + 0.25 spaces/unit for designated visitor parking, inclusive of 0.04 spaces/unit for use by persons with disabilities</td>
</tr>
</tbody>
</table>
C can be accessed through a tandem arrangement + 3 spaces for designated surface visitor parking

D spaces/unit for designated visitor parking inclusive of 0.13 spaces/unit for use by persons with disabilities

b) The provision of small car parking spaces shall not exceed 35% of the required parking spaces.

c) For a retail food service use, parking shall be shared with designated visitor parking located in “Area D” noted in the map attached and labelled as “Schedule B”.

d) Bicycle storage for residents shall be provided on the basis of Table 4 below, with reference to the development area identifiers noted in the map attached and labeled as “Schedule B”:

<table>
<thead>
<tr>
<th>Area</th>
<th>Class 1 (Long Term) – Secured Individual Bicycle Storage Spaces</th>
<th>Class 2 (Short Term)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>A minimum of 2.0 spaces/unit</td>
<td>A minimum of 0.2 spaces/unit</td>
</tr>
<tr>
<td>B</td>
<td>A minimum of 2.0 spaces/unit</td>
<td>A minimum of 0.2 spaces/unit</td>
</tr>
<tr>
<td>C</td>
<td>A minimum of 2.0 spaces/unit</td>
<td>A minimum of 0.5 spaces/unit</td>
</tr>
<tr>
<td>D</td>
<td>A minimum of 2.0 spaces/unit</td>
<td>A minimum of 0.3 spaces/unit</td>
</tr>
</tbody>
</table>

(d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Multi-Family Residential Zone (RM3) to Comprehensive Development Zone 118 (CD118).

e) The Siting Area Map section is amended by deleting Plan Section R/17.
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
Schedule A to Bylaw 8423

BYLAW 8423
The District of North Vancouver Rezoning Bylaw 1368 (Bylaw 8423)

MULTI-FAMILY RESIDENTIAL ZONE 3 (RM3) TO COMPREHENSIVE DEVELOPMENT ZONE 118 (CD118)
The Corporation of the District of North Vancouver

Bylaw 8424

A bylaw to enter into a Housing Agreement
(904 Lytton Street – No Rental Restrictions)

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

Citation

1. This bylaw may be cited as “Housing Agreement Bylaw 8424, 2020 (904 Lytton Street – No Rental Restrictions except Short-term Rental)”.

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Anthem Lytton Street Developments Ltd. substantially in the form attached to this Bylaw as Schedule “A” with respect to the portions of PID009-073-086, Lot A Block X District Lot 580 Plan 11419 shown outlined in bold on the sketch plan attached to this Bylaw as Schedule “B”.

Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor Municipal Clerk

Certified a true copy

Municipal Clerk
Schedule A to Bylaw 8424
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 8424 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 and 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 Ensuring Effect

This Agreement will ensure 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.
Schedule B to Bylaw 8424
Sketch Plan

SITE 1

SITE 2

SITE 3

SITE 4

MT. SEYMOUR PARKWAY

BROADVIEW DRIVE

WINDSOR SECONDARY SCHOOL
The Corporation of the District of North Vancouver

Bylaw 8425

A bylaw to enter into a Housing Agreement
(904 Lytton Street - Rental Housing).

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

Citation

1. This bylaw may be cited as “Housing Agreement Bylaw 8425, 2020 (904 Lytton Street – Rental Housing)”.

Authorization to Enter Into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Anthem Lytton Street Developments Ltd., substantially in the form attached to this Bylaw as Schedule “A” with respect to the portion of PID: 009-073-086, Lot A Block X District Lot 580 Plan 11419 shown outlined in bold on the sketch plan attached to this Bylaw as Schedule “B”.

Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk
Schedule A to Bylaw 8425

SECTION 219 RENTAL HOUSING AGREEMENT COVENANT
and RENT CHARGE

THIS AGREEMENT dated for reference the 1st day of September, 2020

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, 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

A. The Developer 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”);

B. 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;

C. 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

D. The Developer 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 Developer 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) "**Affordable Rental Units**" means collectively the 3 bachelor Dwelling Units; fourteen one bedroom + den Dwelling Units, 8 two bedroom Dwelling Units, and 8 three bedroom and 3-bedroom + den Dwelling Units shown in Schedule "A", provided that the Owner may from time to time, subject to obtaining the prior written approval of the Director, which approval will not be unreasonably withheld, substitute other Dwelling Units in the Building as the Affordable Rental Units in place of the Dwelling Units shown on Schedule "A", provided that the mix of Affordable Rental Units does not change and the aggregate number of Affordable Rental Units in the Building will always be no less than 33. The Director’s approval of a proposed substitute Dwelling Unit will not be withheld provided that the proposed substitute Dwelling Unit is, in the reasonable opinion of the Director, at least equal to the Dwelling Unit being substituted in size, quality and condition;

(b) "**Annual Allowable Adjustment**" means an increase in the Maximum Rate once each calendar year by the lesser of:

(i) the 12 month average percent increase in the Consumer Price Index for the previous calendar year; or

(ii) the average percent increase in the rent charged for those Market Rental Units of similar size which are occupied at any time during the applicable calendar year,

If the 12 month average percent change in the Consumer Price Index for any calendar year is less than zero then the affordable rent for the following year must not be increased, but may be decreased at the Owner’s discretion;

(c) "**Approving Officer**" means the approving officer for the District appointed under the Land Title Act;

(d) "**Building**" means the building on the Land contemplated by Development Permit No. ______ and by the Development Covenant;

(e) "**Consumer Price Index**" means the all-items consumer price index published by Statistics Canada, or its successor in function, for British Columbia (based on a calendar year);

(f) "**Development Covenant**" means the covenant under section 219 of the Land Title Act dated for reference ______, 20__ granted by the Owner to the District and registered at the LTO against the Land under number CA_______;

(g) "**Director**" means the District’s General Manager of Planning, Permits and Properties and his or her designate;

(h) "**Discounted CMHC Rental Rate**" means for each Affordable Rental Unit:
(i) for the calendar year in which a certificate of final occupancy is issued for
the Building by the District, the amount set out in Schedule “B” for the
applicable Affordable Rental Unit increased by the Annual Allowable
Adjustment from the calendar year in which this Agreement is executed
and delivered by both parties until the calendar year in which the final
occupancy permit is issued; and

(ii) for each subsequent calendar year, an amount not greater than the rent for
the preceding calendar year increased by the Annual Allowable
Adjustment for such preceding calendar year;

(i) "Dwelling Unit" has the meaning given to it in the Zoning Bylaw;

(j) “Eligibility Requirements” means:

(i) aggregate annual household gross income that is less than or equal to
333% of the annual rent for the size of Affordable Rental Unit proposed to
be rented (which rent, for greater certainty, may not be greater than the
Maximum Rate for the unit), where said aggregate income is established
by way of true copies of the previous year’s income tax returns for each
household member or individual who will reside in the Affordable Rental
Unit provided, however, a person will be deemed not to meet the
Eligibility Requirements if the Owner has reasonable grounds to believe
that such person is not in need of subsidized housing (e.g. seniors with a
substantial assets or students with financial support from parents) even if
such person would otherwise meet the criteria set out above; and

(ii) a household size and composition that is commensurate with and justifies
the size of the subject Affordable Rental Unit. For example, a household
consisting or two adults would not be commensurate with and would not
justify a 3 bedroom Affordable Rental Unit

(k) “Land” has the meaning given to it in Recital A hereto;

(l) “LTO” means the Lower Mainland Land Title Office and any successor of that
office;

(m) “Market Rental Units” means all of the Dwelling Units in the Building which are
not Affordable Rental Units;

(n) “Maximum Rate” means the Discounted CMHC Rental Rate for each Affordable
Rental Unit or another rental rate for each Affordable Rental Rate that is
consented to in writing in advance by the Director pursuant to section 4 herein;

(o) “Owner” means the Developer and any other person or persons registered in the
LTO 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;
(p) "Proposed Development" has the meaning given to it in the Development Covenant;

(q) "Society" means a registered housing society approved in writing by the District;

(r) "Zoning Amendment Bylaw" means District of North Vancouver Rezoning Bylaw _____ (No. _____, 2018); and

(s) "Zoning Bylaw" means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.

2. **No Subdivision** — Except as set out herein, the Land and any improvements from time to time thereon (including without limitation the Building), may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise. Despite the foregoing:

   (a) the Land may be subdivided to create one air space parcel for the portion of the Proposed Development required for the Affordable Rental Units and a remainder parcel for the balance for the Land; or

   (b) the Proposed Development on the Land may also be subdivided under the Strata Property Act to create 2 strata lots, one for market rental units, and one for th Affordable rental units.

The Owner and the District acknowledge and agree that the subdivision to created the air space parcel contemplated in this subsection 2(a) is subject to all applicable enactments and to the authority of the Approving Officer, and, for greater certainty, the Approving Officer may impose additional conditions or requirements on the approval of any subdivision to create the said air space parcel or otherwise.

3. **The Housing Society** — No building or structure on the Land shall be occupied for any purpose and the District shall not issue any occupancy permit in respect of any building or structure on the Land, and the Owner shall not offer for rent any Affordable Rental Units or Market Rental Units in the Building or enter into any residential tenancy agreements in respect of any said Dwelling Units, unless and until the Owner has:

   (a) entered into a lease, licence or operating agreement with the Society in respect of the Affordable Rental Units, said agreement to be in form and substance acceptable to the District; and

   (b) caused the Society to enter into a separate agreement with the District in form and substance acceptable to the District regarding the operation of the Affordable Rental Units.

4. **Changing the Discounted CMHC Rental Rate** — The Society may request in writing that the Director consent to the Society charging a rental rate for each Affordable Rental Unit that is different from the Discounted CMHC Rental Rate, and the Director will not
unreasonably refuse such a request provided that the Director is satisfied, in his or her discretion, that the change in rental rates would be fair and would result in lower rent, on an aggregate basis, for the Affordable Rental Units.

5. **Use of Market Rental Units** – No Market Rental Unit in the Building may be used for any purpose whatsoever save and except for the purpose of rental housing pursuant to arm’s length month-to-month residential tenancy agreements or arm’s length residential tenancy agreement with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).

6. **Use of Affordable Rental Units** – No Affordable Rental Unit will be used for any purposes whatsoever save and except for the purpose of providing rental accommodation in the Affordable Rental Unit to tenants meeting the Eligibility Requirements pursuant to arm’s length month-to-month residential tenancy agreements or residential tenancy agreements with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted), where said tenancy agreements comply with all of the requirements of section 8.

7. **Occupancy Restriction** – No Affordable Rental Unit may be occupied except by:

   (a) a person meeting the Eligibility Requirements pursuant to month-to-month residential tenancy agreements or residential tenancy agreement with terms not exceeding three years in duration that complies with section 8; and

   (b) the other members of the person’s household, provided that the income of all members (other than income of legal dependents up to a maximum of $10,000 per year per dependent) is included in the determination of eligibility under the Eligibility Requirements.

8. **Tenancy Agreements for Affordable Rental Units** - The Owner shall not suffer, cause or permit occupancy of any Affordable Rental Unit except pursuant to a residential tenancy agreement that:

   (a) is entered into by the Owner and, as tenant, a person at arm’s length from the Owner. For the purpose of this Agreement, “at arm’s length” means:

      (i) not in any other contractual relationship with the Owner or any director, officer or other senior employee of the Owner;

      (ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner; and

      (iii) not employed by any corporate entity that is an affiliate of the Owner, as that term is defined in the *British Columbia Business Corporations Act* as of the date of this Agreement,

   provided that the Director may, in his or her sole discretion, relax the restrictions contained in this subsection 8(a) upon the written request of the Owner on a case-
by-case basis. Any such relaxation in relation to any particular residential tenancy agreement is not to be construed as or constitute a waiver of the requirements in relation to any other residential tenancy agreement. No relaxation of the restrictions in this subsection 8(a) will be effective unless it is granted in writing by the Director prior to the execution and delivery of the residential tenancy agreement to which the relaxation relates.

(b) does not, in relation to any Affordable Rental Unit, require payment of rent or any other consideration for the Affordable Rental Unit directly or indirectly that exceeds the Maximum Rate for the unit, but the tenant may be required to pay:

(i) additional consideration for parking, storage and bicycle storage provided that the additional consideration does not exceed the following amounts:

A. for a storage locker: an amount not exceeding Discounted of the amount charged from time to time for a storage locker to tenants in the Market Rental Units; and

B. for a parking stall: an amount that does not exceed Discounted of the amount charged from time to time for a parking stall to tenants in the Market Rental Units; and

(ii) third party providers directly for utilities, internet services and, if approved by the Director acting reasonably, other services not usually included in rent except the cost of hydronic heat, air conditioning or hot water which must be included in Maximum Rate no matter who may be providing these services;

(c) does not require the rent to be prepaid at an interval greater than monthly;

(d) prohibits the tenant from subletting the unit, assigning the tenancy agreement, or operating the unit on a short term rental basis (less than one month), except to the extent that the Residential Tenancy Act restricts or prohibits such prohibitions;

(e) requires the tenant to provide within 30 days of demand true copies of the most recent filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of the unit; and

(f) contains a provision that, if the tenant ceases to qualify for the Affordable Rental Unit because he or she no longer meets the Eligibility Requirements, the Owner may end the tenancy agreement by giving the tenant a clear six months’ notice to end the tenancy in accordance with section 49.1 of the Residential Tenancy Act (or successor legislation).

9. **Rental Application Process** – The Owner must:

(a) accept applications for residential occupancy of the Affordable Rental Units from all applicants meeting the Eligibility Requirements;
(b) maintain a housing list of all eligible applicants from whom the Owner has accepted applications;

(c) where Affordable Rental Units become available for occupancy, offer the units to persons on the housing list in the order in which their applications were made, unless:

(i) the person no longer meets the Eligibility Requirements; or

(ii) the Owner does not consider the person to be an acceptable candidate for occupancy of that Affordable Rental Unit because the person does not satisfy other reasonable and fair criteria established by the Owner from time to time; and

(d) make the housing list available to the District upon request.

10. **Duty to Account and Report** – In addition to the other covenants and obligations to be performed by the Owner hereunder, the Owner covenants and agrees that it will:

(a) keep or cause to be kept separate true and accurate records and accounts in accordance with generally accepted accounting principles regarding the rental income earned from both the Market Rental Units and the Affordable Rental Units;

(b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Affordable Rental Units.

11. **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 “C”, sworn by the Owner (or a director or officer of the Owner if the Owner is a corporation) under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.

12. **Damages and Rent Charge**

(a) The Owner acknowledges that the District requires compliance with the provisions in this Agreement for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this Agreement, the Owner must pay the District $200.00 (the “Daily Amount”), as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 each calendar year by the 12 month average percent increase in the Consumer Price Index for the previous calendar year. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.
(b) By this section, the Owner grants to the District a rent charge under section 219 of the Land Title Act, and at common law, securing payment by the Owner to the District of the amounts described in subsection 12(a). The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under subsection 12(a) is due and payable to the District in accordance with subsection 12(a). The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.

c) The Director may, in his or her sole discretion, grant to the Owner full or partial relief from the obligation to pay liquidated damages on a case-by-case basis if the Owner establishes to the satisfaction of the Director, in the Director's discretion, that the breach for which the Daily Amount is payable was inadvertent. No such relief in relation to any particular default is to be construed as or deemed to constitute relief in relation to any other default other default.

13. **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.

14. **Indemnity** – Except for the negligence of the District or its employees, agents or contractors, the Owner will indemnify and save harmless each of the District and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of any act or omission by the Owner, its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible or the Owner's ownership, operation, management or financing of the Rental Unit or any part thereof, or the use and occupancy of any Dwelling Units in the Building by anyone.

15. **Release** – Except to the extent such advice or direction is given negligently, 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 any Dwelling Units in the Building or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

16. **Survival** – The covenants of the Owner set out in Sections 14 and 15 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 or any Dwelling Unit therein, as applicable.
17. **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.

18. **Compliance with Laws** – The Owner will at times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, bylaws, and orders of the District and other authorities having jurisdiction, including all rules, regulations, policies, guidelines and the like under or pursuant to them.

19. **Cost** – The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District’s administration costs (as determined by the District’s charge out rate for District staff time) in connection with the preparation or enforcement of this Agreement and all other covenants, agreements and statutory rights of way granted by the Owner to the District or entered into between the owner to the District in respect of the development of the Land contemplated in this Agreement and ancillary documents and any modifications, discharges and partial discharges of them from time to time, and the costs of registration of such documents in the LTO.

20. **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 Lands.

21. **Interpretation** – In this Agreement:

(a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

(b) any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations;

(c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
(d) 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;

(e) reference to the "Land" or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;

(f) 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;

(g) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;

(h) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;

(i) time is of the essence;

(j) all provisions are to be interpreted as always speaking;

(k) 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;

(l) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;

(m) 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;

(n) 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

(o) 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.

22. **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:

Anthem Lytton Street Developments Ltd.
300 - 550 Burrard Street
Vancouver, BC V6C 2B5

Attention:  
Fax:  

(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: Director, Planning Permits and Bylaws
Facsimile: (604) 984-8664

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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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).

28. **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.

29. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Land.

30. **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 Affordable Rental Unit or Market Rental Unit; 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.

31. **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.
32. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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"
THE AFFORDABLE RENTAL UNITS

To be inserted prior to 3rd reading
## SCHEDULE “B”
### THE AFFORDABLE RENTAL UNITS – RENTAL RATES

<table>
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<th></th>
<th>Bachelor</th>
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<th>2 bed</th>
<th>3 bed</th>
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<td>Discounted CMHC Rental Rate</td>
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<td>$1,230.40</td>
<td>$1,500.00</td>
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SCHEDULE “C”
STATUTORY DECLARATION

CANADA IN THE MATTER OF A HOUSING AGREEMENT with

PROVINCE OF BRITISH COLUMBIA

I, __________________________, of __________________________, British Columbia, do solemnly declare:

1. That I am the _______ (director, officer, employee) of ____________, (the “Owner”) the owner of
the land legally described as [insert legal] 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. On ____________, ________:

(a) all of the Affordable Rental Units (as defined in the Housing Agreement) were occupied by
tenants pursuant to Arm’s Length (as defined in the Housing Agreement) month-to-month
residential tenancy agreements or Arm’s Length residential tenancy agreements with terms
not exceeding three years in duration that comply with section 8 in the Housing Agreement
subject to the following vacancies ____ (nil if left blank); and

(b) the names and mailing addresses of all of the tenants in the Affordable Rental Units are listed
in Schedule A to this statutory declaration.

4. To the best of my knowledge and belief the Owner is not in breach of any of its obligations
under the Housing Agreement.

5. The Owner has used commercially reasonable efforts to obtain the most recently filed income tax
returns or assessment notices from Canada Revenue Agency for each occupant of each Affordable
Rental Unit, and has reviewed same, and I have, to the extent reasonably possible based on the
information provided to the Owner by tenants, confirmed that as of ____________, ________
the tenant(s) of each Affordable Rental Unit continue to qualify for their Affordable Rental
Unit because the aggregate income of all occupants residing in the Affordable Rental Unit meets the
Eligibility Requirements, as defined in the Housing Agreement.

5. 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
Schedule A to the Statutory Declaration of ________

<table>
<thead>
<tr>
<th>Name of Eligible Person</th>
<th>Age of Eligible Person</th>
<th>Other Resident(s) of Dwelling Unit</th>
<th>Apt. No.</th>
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</table>
Schedule B to Bylaw 8425
Sketch Plan

SITE 1

SITE 2

SITE 3

SITE 4

MT. SEYMOUR PARKWAY

BROADVIEW DRIVE

WINDSOR SECONDARY SCHOOL
Minutes of the Advisory Design Panel Meeting Held on July 13, 2017 at the District of North Vancouver

4b.) 904 - 944 Lytton St (Seymour Estates): Detailed Planning Application - Rezoning for a townhouse and multi-family apartment development

Mr. Darren Veres, Development Planner, introduced the project and explained the context.

A question was posed by the Panel for Mr. Veres regarding the differentiation between the allowed 1.75 FSR OCP designation and the proposed 1.2 FSR in the Maplewood Plan. In summary, the local plan is a policy reference document which provides additional guidance around density while the OCP is the main policy that dictates density.

The Chair welcomed the applicant team and Mr. Dale Staples and Mr. Thomas Palmer and landscape architect Mr. Michael Patterson who presented the project. The Chair thanked the applicant team for their presentation and asked if there were any questions of clarification from the Panel:

Questions were asked and answered on the following topics:

- How does construction staging affect traffic in the area and the traffic trying to get to and from the school? Two access points and a looped road will help minimize construction disruption in the school area.
- Will visitor parking be included in the parkade? All 3 underground parking areas will have visitor parking.
- Are there periphery guidelines for density change? There are periphery guidelines as in good neighbour recommendations but nothing concrete regarding building height.
- Is the building form that steps down the hill then back up related to forest height? Yes, it also made sense to help define the end and corner of the site.
- Is it possible to extend the vehicle connection east to Broadview Drive similar to that of the pedestrian connection that currently exists? No, based on right of ways and legal structure, it is not possible.

Ms. Tamsin Guppy, District Planner, provided the following comments and questions for consideration on behalf of Alfonso Tejada, District Urban Design Planner:

- The site plan shows plenty of opportunities for connectivity through the site but how do you connect across the site effectively? Looking for key public routes through the site.
- Based on the guidelines, the six storey building on the corner requires more articulation to meet the building length requirement and the Lytton Street elevation needs further consideration.
- The roof of the corner building could use more flow and movement like other rooflines within the proposed development.

The Chair invited comments from the Panel members, and the following comments and items for consideration were provided:

- Very strong design and drawing sketches were appreciated as part of the package.
- Agree with suggestion that the corner building’s roofline requires more movement.
- The patios are a generous size which could lead to a lot of opportunities for community involvement and social interactions with neighbours.
Other common areas from the play area could use more animation to create more uniqueness to each space.

Appreciate the long term vision for play and shared spaces which also incorporate a lot more natural vegetation as part of it.

The corner building with existing large diameter trees works because of the scale of both the features are similar in size.

The orientation of the buildings result in minimal shadowing.

Appreciate the amount of open space that is available in part because of the mix of building forms.

Very detailed and comprehensive proposal which gives the feeling of what it might look like when complete.

Work on the permeability and pedestrian connectivity. Art installations would be great to add to the connection of the surrounding environment and tie everything together.

Site staging should be considered early in the process to ensure that construction and traffic impacts are kept to a minimum.

If adaptable housing is part of the concept then focus on it now.

The strata building has potential for rooftop patios and vantage points.

Identifying what materials work best for the siding now makes a big difference in the long run so ensure that Hardi Panel or Hardi Plank for example is the way to go.

Given the forested nature of the area, consider a lighter/brighter colour palette.

Permeability through the site is key and needs improvement but location fits given the amount of other amenities nearby.

Consider adding a roof top amenity area.

Consider real wood rather than Hardi panel soffits to introduce a more natural feel and transition between nature and built form.

The Chair invited the project team to respond. Mr. Staples and Mr. Palmer, project architects, acknowledged the Panel's suggestions, appreciated the comments about the corner building, amenities, adaptable housing, potential art pieces, and were happy to take them into account in the Design development.

The Chair invited the Panel to compose a motion:

MOVED by Steve Wong and SECONDED by Amy:

THAT the ADP has reviewed the proposal and recommends APPROVAL of the project SUBJECT to addressing to the satisfaction of staff the items noted by the Panel in its review of the project.

CARRIED
Minutes of the Advisory Design Panel Meeting Held on October 10, 2019 at the District of North Vancouver

4 B.) 904-944 Lytton St - Rezoning and Development Permit - Building 15: Mixed-use commercial residential building with 56 market-rental units, 33 below-market rental units, and 88m2 of commercial space.

Mr. Darren Veres, Development Planner, introduced the project and explained the context.

The following questions were posed by the planner:

1. Building identity and access? Legible and identifiable
2. Change in grade across the site – does the proposal address the change in grade effectively through the building design?
3. Integration with the overall project – Does the design of “Building 15” fit with the overall form and character of the other buildings in the development?

The Chair thanked the Planner for their presentation and asked if there were any questions of clarification from the Panel. Questions were asked and answered on the following topics:

- Road at the end of Lytton Street a dead end? No, access to one of the Windsor High School, two-way road and a busy parking lot. Changes being proposed to the road to improve the access. One of the improvements to be provided by the developer would be installation of a new sidewalk around the cul-de-sac and traffic calming measures such as curb bulges.
- Access points at North of the site, driveways or pedestrian? Pedestrian access only.

The Chair welcomed the applicant team. Brent Carlson of Anthem, introduced the applicant team. Thomas Palmer, Integra Architecture, and Michael Patterson, P+A Landscape Architects introduced the project.

The Chair thanked the applicant team for their presentation and asked if there were any questions of clarification from the Panel. Questions were asked and answered on the following topics:

- Is there any overlooking from the buildings on the north of the site? There should not be any over looking onto the apartment due to the changes in grade across the site.
- Will the apartment have a Lytton Street address? Yes.
- Since there are many buildings on Lytton Street, how will first responders know where to go and how will they know how to get to that specific building? The main entrance will be lit up and we are discussing installing bollards or way finding at the corner of the intersections. There will be monument signage and placards, with address numbers for buildings relative to addresses to the north.
- How will the property line be defined? There will be a 6ft fence between the building and the school.
• Do the entrance doors have weather protection? Yes, there is weather protection on the frontage and entrances on the east and west. The access at the rear of the building may not be covered. Cover is for weather protection it is not enclosed, our design has considered CPTED.
• Is the door at the rear without cover an emergency exit? Yes.

Mr. Alfonso Tejada, Urban Design Planner, provided a brief presentation and provided the following comments for consideration:

• The proposal has many challenges, but the major concern is the relationship between the parking access and the main building entrance.
• The parking entrance is not well defined so it is not clear what it is.
• How can the main entrance to the building and the entrance to the parking be differentiated?

The Chair invited comments from the Panel members, and the following comments and items for consideration were provided:

• The natural surveillance on the site will likely be great between 8 am – 8 pm. However, in the evening when the site is quiet, safety will be more of a concern. The Lonsdale/Esplanade corridor is the most regularly travelled corridor and is also the location of most break-ins/ stolen bikes.
• The double facing doors on the bike storage will make it easy for people to sneak in and steal bikes.
• The exits are right next to bicycle storage, substantial security is required on exit doors to ensure that people are kept out.
• Consideration for lighting and landscaping is very important for the rear of the building.
• If parkade visitor door will be left open during the day, it must be closed in the evenings at minimum, but recommend using a system that requires FOB access 24/7.
• Good project, it has a west coast feeling in its materiality and fits in with the rest of the development.
• Feel that the soffits would be a good place to use real wood.
• It would be preferable for garage access to be separated so that it has a distinct identity.
• The colour and material palette for bike storage entrance is too similar to the palette used for the main entrance.
• The building design has dealt with the change in grade well.
• There is an opening next to the main entrance that could be mirrored around the entrance to the bike storage to create a cohesive frame.
• The use of natural coloured hardi-panel can look similar to natural materials from a far.
• Even though the building is designed so that BCBC recognizes it as six stories it still is technically seven stories and feels like it.
• Could create a 2 storey plinth, with the top storey setback so it reads as a three part building with an appendage on top, rather than just painting different colours on top.
• The building doesn't read horizontal, and the facade composition may benefit from a vertical element that could connect and create symmetry throughout the building.
• The level of detail provided for the accessibility is helpful to be able to understand the plans.
• Accessibility in ‘A’ unit (one bedroom) could be improved by replacing soaker tubs with walk-in showers, which are more accessible.
• Another option to improve accessibility would be to include side open ovens; the cost is the same, but it is function is more accessible for someone in a wheelchair.
• Create more tabletop workspaces by including things like pull-out breadboards, which can be used by someone in wheelchair when there is limited counter space.
• Weather protection over the wheelchair accessible ramp to front door would keep surfaces dry, and easier to maneuver.
• Grouping of sections on the building may make it feel less repetitive
• Like the warm wood tones, but not the beige. It is bland and not warm, something bolder would be an improvement.
• Entry comments from Alfonso: Seven different levels make the building feels heavy; wonders if moving the entrance would improve this.
• Additional consideration required for lighting and landscaping at the rear of building to increase security.
• Presentation was well done.
• The massing of the building looks large, but appreciate the pattern and symmetry.
• Wood material is indicated as cedar, but on sample board it is identified as a veneer over hardi-panel. If the columns are just wrapped in thin layer of cedar, this will not be very durable in the long run.
• Corners with the crown are “contrived”. If the design were using true timber this idea would work well, but if it will just be an ornamental feature, the design will be underwhelming.
• The beige colour is a weak colour choice
• The wood veneer and wood cedar slats used on the entrance for the bike storage seem complimentary to the main entrance.
• The massing of the building feels like it's pushing the limits of the 45m maximum building length requirement? Perhaps further articulations could be explored to help break apart the massing.

The Chair invited the applicant to respond to the Panel’s comments.

• Will try to soften things up to make the exterior more soft and welcoming. Will work with what we have heard tonight and see what can be done and where we can improve the proposal.
• Usually design more horizontally (flat roof lines) but tried to break it up to improve massing.
• Colours on the material boards are representative than the printed package. Some of the beige will be stronger in the finished product than in renderings.
• Some recommendations will be challenging to address, but we appreciate the feedback.
• In this revision we broke up the balconies horizontally, and included a lighter colour palette. We are trying to strike a balance between what's too dark and what's bright enough.
• Columns, are not real wood they are clad.

The applicant team thanked the Panel for their comments.

The panel discussed the motion and the following comments were made:

• Alfonso commented, columns to make the buildings more like the rest of the site in attempts to create a connection.
• Difficult to comment on overall integration.
• Experience as a panel, had to deal with a lot of six-storey building proposals such as this one and this may be one of the best examples seen thus far. Good value for the type of product.

The Chair invited the Panel to compose a motion:

MOVED by Mr. Stefen Elmitt and SECONDED by Mr. James Blake.

THAT the ADP has reviewed the proposal and commends the applicant for the quality of the proposal, and recommends APPROVAL of the project SUBJECT to addressing to the satisfaction of staff the items noted by the Panel in its review of the project.

The panel voted on the motion and it passed 11 – 0.

CARRIED
To: Darren Veres, Development Planner, District of North Vancouver  
T: 604.990.2487  E: veresd@dnv.org  
Emily Howard, Anthem Properties  
T: 604.235.3182  E: ehoward@AnthemProperties.com  
From: Catherine Rockandel, IAF Certified Professional Facilitator, Rockandel & Associates  
T: 1-604-898-4614  E: cat@growpartnerships.com  
Re: Public Information Meeting Summary for 904 – 944 Lytton Street  
Date: October 4, 2017  

Event Date: Wednesday, October 4, 2017  
Time: 6:00 PM – 8:00 PM  
Location: Windsor Secondary School, Small Gym, 931 Broadview, North Vancouver  
Attendees: Sixty-four (64) signed in, with seven (7) not signing in  
Comment Forms: Provided to Darren Veres, District of North Vancouver Planning  

Notification  
Flyer Invitation  
400 invitation letters delivered to homes to a minimum of 100 metres of the site. The notification flyer also included the one page District of North Vancouver Process for Applications Requiring Rezoning.  

In addition notices were emailed to the Presidents of Blueridge Community Association (Eric Andersen) and Seymour Community Association (Lorraine Harvey) for distribution to their members.  
The nearby Kiwanis Care Centre was sent several copies of the notice so that they could post them throughout their facility  

Site Signs  
There were two (2) site signs erected, one on Lytton Street and one on Mt. Seymour Parkway on Sept. 13th notifying the community of the meeting.  

Newspaper Advertisement  
Advertisements were placed in the North Shore News on September 27 and 29, 2017.  

Attendees: A total of seventy-one (71) citizens were in attendance. In addition, the following project team members and District of North Vancouver staff were in attendance.
Anthem Properties proposes to rezone the site to permit a 333 unit multi-family development consisting of 133 townhomes, 157 condominiums and 43 rental apartments. Stacked townhomes and apartment units will be constructed over 3 underground parkades, while the ground-oriented townhomes have attached two-car garages.

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

C1 What does FSR stand for?

A1 Floor space ratio is what it stands for. It is a relationship that deals with the area of the site and how much building you can build. For example if you have 100 square feet and have an FSR of 1 you can build 100 square feet. That would be the total area you could build. If you had 1.5, you could build 150 square feet. This total amount for example, can be broken up over 1 or more storeys.

Q2 So it is basically density?

A2 That’s right

Q3 You obviously are trying to attract a lot of younger people with families, you’re increasing the number of units dramatically. We have had schools close in the area. There is one, Seymour Heights School that is left. Can it accommodate a lot more children who could be moving into the area?
Thank you, this question would need to be addressed by the School District.

Wondering if there is anyone here who can address traffic and transit issues. My understanding is that the number of units will be roughly triple what there is now.

As far as the number of units goes, currently there is 114 units on the site in its current format. The FSR is derived under that .75 FSR. What we are proposing at this point in time is 333 units and that is using an FSR including the rentals of 1.28. Under the OCP, if we were to follow and try to submit our rezoning application on that, we would actually be even higher. We would be close to between 450 and 500 units. We could be even trying for 5 times as many. Yes it could be close to triple.

We already know that the second narrows bridge is over used and now we are going to triple the number of vehicles in this particular development. These aren’t the only units that are going to be built. There are lots more people coming in to the area. What are the plans in terms of solving the bottleneck on the second narrows bridge? With so many more people coming in, the transit itself, which is really not very good at the moment, is going to be even more taxed. I am wondering what the plans are to address both of those issues?

Some of you may have seen one of the slides closest to the exit. I think Thomas pointed it out, there is one slide #5. There is a big picture element and a small picture element. We had our previous Open House. We had this slide up and the ministry is pouring about 500 million dollars into elevating the worst bottleneck area on the shore. We had our previous Open House a lot of people were complaining about traffic around the bridge is bad and yes it is. The Ministry is doing two things essentially with this plan. It took me a while to look at it and I saw some of you staring at it long and hard. They are separating out more of the through traffic from the highways and bridge traffic and adding more capacity onto and off the highway to the local roads. This will decrease the amount of merging and weaving and interacting between the local and through traffic. It is not going to solve every problem but will make getting between areas on the North Shore a lot easier. It will make getting to and from the city much easier and on and off that bridge much easier. It is not going to solve every traffic issue further downstream, say in Surrey or in the City or in Burnaby. When this thing is finished it will be less bad getting to and from the bridge and getting to and from other areas of the North Shore. The small picture, yes you are right there will be some more traffic generated by the development that is true. One of the things we want to note is that it is not a green field, there is some traffic coming to and from the existing units. There will be some more vehicles coming in and out especially in the peaks. The analysis we did shows approximately 2 vehicles per minute leaving in the morning and 2 returning per minute in the PM peak hours. Going forward, the District has asked us to consider options to improve signalization. To be honest the effects of this particular development are not going to have a huge impact on the intersection itself. The biggest impacts we have found are the background traffic growth between now and the point in which the District wanted us to look at our horizons years which is 2022 and 2030. We counted cars and built out those numbers
based on a ratio. In the future we have the option of improving the signalization for all vehicles coming into that intersection at once. It will still be these numbers coming in and out in the peak areas, that is just the way those number of units work out. As far as transit goes, that is always a good question. I don't know what Translink's implementation is of its 10 year plan and how it is going to work. I understand there is supposed to be some more transit.

C6 My comment is about Lytton Street. I have real concerns with soccer and the dance studio there. With the flow of traffic on that street when you have people making left hand turns into the apartment complex. You have people going right into Ron Andrews, and you have people going straight to the end. I think there is a real chance for lots of car accidents and lots of traffic backed up on Mount Seymour. Trying to get around the corner and out of that area. The bubble and the dance studio are very dangerous with children running around there. Now you have that many children in this complex crossing Mount Seymour Parkway to go to the local school. I think there is some serious traffic concerns that really need to be addressed. There is a lot of potential for back up and accidents.

A6 One thing that is not included here is some of the civil engineers. The District wants the equivalent of traffic calming, they don't want to call it traffic calming though, on Lytton itself. There will be build outs into the width of the road way to slow down vehicles, to create parking which will add a buffer and a traffic calming presence on Lytton. Again that wasn't included on those particular set of drawings but is something the District is insisting upon as part of this whole plan. As far as further to the south towards that dance studio and the end of that open cul-de-sac, that is going to have to be determined. This isn't going to solve every existing issue. The fact that there will just be more vehicles in and out but they will be coming in and out of the driveways to the North. In addition to the traffic calming measure on Lytton, there will be sidewalks on both sides of the street. Close to some of the highest standards that the District has. There will be sidewalks on both sides of the street, better capacity to cross the street and for vehicles coming in at slower speeds. In addition to that there will be some capacity enhancements at that intersection primarily through some ability to sort of re-coordinate the signals themselves. On the one hand you want to make things slower and safer but on the other hand sometimes people say well we just have to get more cars through. There has to be a balance and that is what we are trying to do.

C7 Thanks for your presentation. One of the big topics of course is transportation density in the Seymour area. Has the developer considered car co-op programs such as Evo? On a larger project that is often something that is considered and reduces the number of cars and improves the affordability for the people who are living in the development, they don't need a second car. For the District, is there, for staff, a consideration for more affordable and market rental units? There is a tremendous shortage in the District right now and would there be consideration for an increased density to allow for more market rental units both affordable and below market. Another question would be the trade off
on density and the number of units stacked town houses vs. traditional 3 storey. You mentioned the downszers, people moving out of the houses, often they don’t like 3 storey town houses so stacked could be more popular for people downsizing. In addition would you be able to get more units onto the site to do that. Another question was an offsite daycare considered for the families moving in to this development? Have you considered an off site daycare amenity with Ron Andrews and also with Canlan. They are a tremendous community facility they are so close by and there is a shortage of daycare.

A7 In regards to car share options, yes we are actively looking at that. It is a bit of a challenge in this location. There are two types of car shares out there, one of them you bring the car back to the location where you have taken it from - the other type you drop the car where ever there is an open spot. Car2go is a good example of that type of system. Those kinds of car share companies are not eager to move into what they see as outlying areas because they have a problem with a stacking effect. People moving cars from one direction and not bringing them back. Our best option here is something like Modo or Zip Car. We are pursuing both of those companies right now to see if there is a possibility that they might be interested in doing something on this side. In regards to offsite daycare, I think it is an interesting comment. We have not perused anything like that at this point. I think it is a good comment that you are making.

(D. Veres) Anthem is proposing, I believe, 43 rental and 8 non market at the CMHC level 2 rates at this point. We are in the process of reviewing that proposal to see how it meets the objective of our Affordable Housing Strategy. There is always options I think at this point, to look at potentially adding more in exchange for density as well, as Brent from Anthem mentioned. They are under density at this point so there is some opportunity there. Again that has to be balanced with the forms on the site, the density on the site, what’s acceptable. If you add more units you are affecting the density and it is a tough trade off. I think it is something we would be willing to consider and to look at.

QB I agree with your comments relative to the density on the site and it’s because it is so much below the official community plan that went through extensive discussion for many years that there could be an opportunity for bringing in more affordable housing into the region. This is so necessary right now. The question that was not answered would be the density tradeoffs number of units, stacked town houses vs. the 3 storey and what the tradeoffs might be there?

A8 When we took over this property in January of this year, there was some existing rentals in place that investors, owners, chose to go out and rent those units out so they are on the secondary market as rentals. We have looked at saying to the District, we will take those rentals that are in place and make those designated, as was said earlier, in perpetuity as rental that is there forever. If you take those 43 units off the 333 that we are proposing, that leaves us 290 units. It is well known that when you develop communities, there are end users and investor users. Quite often what you have is a high percentage of investors who will then rent those out again in the secondary market. The District has a number that they use and it is in excess of 20% of units would be going back
into the secondary rental market. We kind of looked at that when we are doing our 43
designated and saying of the 290 that will be market housing there is probably another, a
very conservative 15% of those market units will go back to the secondary market. We
have factored that there is probably another 43 units that will be out in the rental market.
We think we will be in the neighbourhood of 80 units plus in the rental market there.

C9 I have a couple of questions/comments in regards to the Broadview side of it. You are
proposing a pedestrian walkway through to Broadway Drive. I was curious if there are
any plans to potentially add sidewalks to the cul-de-sac or if it is just a straight walkway.
The reason I ask is there is a lot of car traffic in the mornings, generally parents coming in
and circling down the cul-de-sac back to the school to drop off their kids. If there is a
large amount of foot traffic increase from kids coming through that walkway to the school
it could add to the chaos and possibly present some safety issues. A little bit off topic, but
since there is a traffic guy here, I want to take the opportunity to mention another kind of
safety issue around the traffic in that area. People probably experienced coming to the
school. There is an ambiguous intersection where the driveway to the school meets the
corner of Broadview. Essentially there is no stop sign coming out of the cul-de-sac so
everyone who is coming into the parking lot treats it as a through way and just drives
straight through sometimes at high speed. The people who live on the cul-de-sac, I think,
kind of treat it as a stop sign but it really isn’t. I have seen kids flying down on bikes, just
going straight through that intersection. I think something can be done there to make it
more safe as well

A9 (D. Veres) I guess the cul-de-sac first of all, your last point, I will address first. I noticed
that when I came in tonight. I had someone come flying out in front of me and I had to
double check if there was a stop sign or what was going on there. Of course you know we
would be willing to look at that corner. We can put in a note with our transportation
department to review that side and see if there are any issues there. Thank you for the
comment, it is definitely a good point. Regarding your question about Broadview and
sidewalks, at this point I don’t believe we are looking at any sidewalk improvements
within Broadview. If it is warranted, that might be something we can look at down the
road. I don’t anticipate that there will be a lot of through traffic going east west through
that connection. It is not meant to be a major kind of pedestrian connection.

C10 The only two reasons I could see potential increases, possibly families living in the new
development walking to the school if that is the quickest way, but probably not a huge
number. The other would be the high school students possibly going to the gas station, as
that might be the fastest way to get there.

A10 It is a good point and we will take that back and maybe take another look at that

C11 I have similar comments about the traffic issues on Broadview Drive. I sat in my window
and our property immediately abuts the park area that will be at the end of the internal
road. We front on the pedestrian access through our front yard. As far as traffic goes,
there is in excess of 90 – 110 cars every morning coming down the cul-de-sac and
dropping kids off. We don’t expect there will be a larger number of cars but if there is more foot traffic, that is the same concern. With respect to pedestrian access route, is it intended to be 2 ways or 1 way? I ask because the road inside has been stressed and is an internal strata road, a private road. From my perspective, that is the quickest way for me to get to the Ron Andrews or the ice rink rather than having to go all the way down through the school or all the way around. There could be some traffic going that way if we are allowed to trespass on those strata roads. That is a question.

A11 Yes it is a public access through the site so with the purple dotted lines, you as a neighbouring resident would be free to walk through there as well.

Q12 My next question is about storm water management, not during construction as I expect that would be taken care of during the Environmental Management Plan. The District of North Vancouver has invested a lot of time and effort and money into rain gardens and similar storm water management features like that. There aren’t any creeks in this particular site but there are some adjacent to it. McCartney Creek is a salmon bearing creek to the East. It would be a shame if we just had typical curb gutter storm drains dumping into McCartney. There will be an increase in surfaces on this site so I am wondering if there are any innovative storm water management features considered. The last question I have is about the construction phasing. We live right there so I am interested in how it is going to be phased. I understand it probably won’t start until late 2018 or early 2019 but will the whole site be demolished at one go? Will it be demolished in phases and built in phases and if so, where are you going start? In our back yard or as far away? Do you have any idea of that now?

A12 Our civil consultant, who is not here tonight, has put together a Storm Water Management Plan, which is part of our submission. That is in front of the District right now to vet through and they will comment accordingly. We will have a mixture of onsite infiltration and attention for storm water management. There will be measures on site where it will filtrate through various means. We have to do that type of thing to get approval with the District. In terms of construction phasing, right now the submission that is in front of the District is for an overall rezoning of the site and a development permit application for half of the site. The top half of this site, if you take a look at this internal strata road to the north that would be the first phase. That would be constructed out from the west moving east along the north quadrant. How we would have to tackle this, because there is, in terms of demolition, it would have to happen at one time. When we take over, we have to put in all the infrastructure for storm water. Put in the water lines, the hydro and everything. The internal loop road has to be built and constructed here and that will help for construction management because when we are doing that we will stage our construction management down here so we can access the site up top. We will not be on Lytton Street. There is a tree buffer that is fortunate, and will be retained of course. Hopefully that will provide some separation for you in the inconvenience and discomfort you will probably go through for a period of time.
Anthem Properties – 904 – 944 Lytton Street
Public Information Meeting Summary
October 4, 2017

The plan is in place right now and it is totally dependent on the District, in their process but we would be looking to start demolition in more or less this time next year. Probably September.

C13 How long in total time for the build?
A13 For the entire site, we are looking at 4-5 years.

C14 I want to bring a safety concern to the attention of both the developer and the District. I am a witness to this every day. There are 860 students enrolled in Windsor Secondary and according to our neighbours there are 100 odd cars. This means there are 600 pedestrians per day. Their primary route is the sidewalk on the east side of Lytton to go both to the gas station, residences and the bus stops. There is no sidewalk on the west side of Lytton Street. I ask you to pay special care and attention because not only do the kids come from about 7:30 – 9 in the morning, they also go up that route at lunch time and coming and going throughout the day. I think you are going to need extra flag people maybe perhaps build a temporary sidewalk on the west side. With that amount of foot traffic, it is going to be a concern and I wanted to bring it to your attention.

C15 My question is also on the subject of traffic. Not vehicular in that sense it is about bicycles. I am pleased that you are preparing for 666 bike spots, wondering is there also spaces for residents to repair their bikes? That would be a nice thing to have. The other thing is, as a long time resident here, I frequent the Ron Andrews pool and happened to come to one of the apartments not too long ago with a neighbour who is almost 90 and we couldn’t find any parking. We didn’t know about any visitor parking and we had to park at Ron Andrews. This shows you the difficulty that seniors have in trying to get to a destination. For myself, I don’t go to Ron Andrews these days because I am mostly on 2 wheels. When I come up from Maplewood, and I know you are planning a lot of big development down there as well, I go up Windridge and I go past the residence and the care home and in through the trails. I come out at Lytton and then I wonder where can I go and I am heading to points east. It is a tough job. You either go down the trail which is big loss, circle around the school. It is very hard to get through here or you go on Seymour Parkway. In the District here in the North Shore, there is a thing called the Spirit Trail. There has been a lot of talk about that but in this part of the North Shore there has been very little action. I am surprised that this hasn’t come up in your plan because if you look at the map for the North Shore for the Spirit Trail, this is one of the routes through that leads into the east. The big problem we face here are the creeks. Bicycles are a solution for the future so I would like to see some effort made.

A15 (D. Veres) In regards to the Spirit Trail question, the Spirit Trail east alignment hasn’t been totally determined. I know at some point in the future there is a desire to have a bridge crossing McCartney Creek and that would like be where the Spirit Trail will connect. It will be somewhere probably south of the school site and likely an extension of Windridge. At this point it is uncertain. As part of the CAC for this project, it is potential that funds could be directed toward the construction of the trail farther to the east.
Anthem Properties – 904-944 Lytton Street
Public Information Meeting Summary
October 4, 2017

On site we will have a bicycle repair room as well for the bike users. It is important in this
day and age.

C16 I am a member of the North Shore Hub, which is a cycling group, and we often have
discussions with developers and we try to help out in this problem. We are trying to get
better routes for cyclists of all ages. If you look at what has happened in West Van and in
the City of North Van and the Spirit Trail, it is a big thing. It has to be a safe route, not just
for cyclists but for the kids going to school and not being driven to school.

A16 I would like to extend the invitation for you to sit down and have a conversation in the
next few weeks and talk about bicycling needs and go through what we are providing.
See if there is any input that you can give us.

C17 I am a homeowner in one of the neighbouring lots on Mount Seymour Parkway. I have a
couple of comments, especially since it is being recorded for city staff. First of all, I really
like the design, I think it is really pleasing and I commend you on what appears to be a
really thoughtful and a good-looking project. I hope it continues along this line. I really
like the idea of the boulevard off the parkway separating the sidewalk from the street.
Every morning I watch as my own children and hundreds of other children are making
their way both to and from Seymour Heights and Windsor. I think moving our
population off this really busy street is a really important thing. I suppose I would look at
this and say, well if you are doing it in this section why don’t we just run it the whole way
down to Broadview and move that section of traffic. It is really where the congestion
happens as people come out from Seymour Heights down toward the school. Move that
foot traffic of all those students an extra few feet off of the street. This would be a safer
manner and I think it is a fantastic idea. I think it will be really pleasing as well from the
street. The other comment I have is that the primary issue in our city in these last two
years, and yes I am a homeowner but I am concerned about the affordability for the
population. I would urge us to look toward creating more affordable housing even if that
means in order to make the permit work for the developer it means an increase in
density. I think if we can increase the number of affordable suites, that is a good thing. In
that case, I would say if higher density is what is required to make that happen, then let’s
go in that direction. As a neighbour over all, I commend you on your good work.

C18 The site really does need renewal and I do recognize the state it is in is not sustainable
and needs to be dealt with. I do appreciate that you have respected the parking ratio. I
am assuming they are all bundled with the units but it does look like you have the parking
ratio where it should be. Other places have tried to push it down and down. I appreciate
the improvements you have made to the internal traffic management. The areas where I
still have concern is this is going to have a bit of a fortress massing, where you have
created some internal space and opened up some view corridors but everything is pushed
to the edge so much so that the impact particularly people walking along the south side
of the Parkway there, they are going to be in shadow all year round. I understand there is
fairly thick tree coverage now but generally I am concerned about the loss of green space
on the site. Anybody who has been over there in the last 35 years has recognized that it
Anthem Properties – 904 – 944 Lytton Street
Public Information Meeting Summary
October 4, 2017

is a gem inside. When you go into this place, rolling hills lovely vista inside the site and then everything was built around to build this beautiful space in the middle. Instead of a beautiful space in the middle we have about 4 more buildings right where that big green space used to be on the site. This would have been one for those situations where I could have been convinced to go taller and do the stacked apartments as someone had suggested rather than town houses because the height of the parkway is so high by the time you get to the north edge. The height of the trees around the area, this is an area where you could hide some height in order to spare some green space. I am not a big fan of the massing still although I recognize that you have made some positive changes to the internal traffic. Like the comments I heard about daycare space in here, we all know that that is a huge issue in North Vancouver. I think we have about 1200 kids on daycare wait lists in North Vancouver. That is not acceptable. The bus stop, I really hope that that is a full bus stop that doesn’t obstruct the bike lane or doesn’t obstruct the traffic lanes in any way shape or form. A couple of the bus stops that the District has put in further down the Parkway unnecessarily hang out into the block. It drives me nuts that you would do that, build all this infrastructure just to block it. I have a great deal of concern with the 4-5 year construction build out time. We know that North Vancouver is having a problem with housing trades. People who want to have a patch of grass, constructive creative people are not moving here, they are commuting to here. The problem is you are not only going to add a ton of traffic for the construction of the project but I imagine every single one of them is going to want to park somewhere around the site. When we have events at the fields and dance studio, the neighbourhood gets absolutely full. We need to have a trades parking management plan with this site. It is a 6 ¼ acre site so you have to be able to manage the parking of the trades on the property rather than spilling out into the community for a 4 or 5 year period. That would be completely unacceptable and I don’t want to see the sidewalks blocked by construction spill over or lane closures on the Parkway. Eastbound after 2pm in the afternoon and west bound before 9am in the morning, I don’t want to see lane closures in the Parkway to build this because it just fouls up everything in the area.

C19 Thank you for your presentation. Architecturally I really like the design. The different comments that have been offered tonight, listening to some of the suggestions, an earlier question was related to purpose built market rental where there is such a shortage in the District. I agree with the comments that 20% of the strata units could be available for rental. But they are not in perpetuity then I know the owner of the condo is then able or townhouse is able to sell so they are not in perpetuity so that is where I think there should be some flexibility on the part of the District on getting more affordable market and affordable below market units. My understanding is that Anthem has made relocation plans for the existing owners and tenants, which has been really good. On Monday night a homelessness report was presented to the District of North Van Council and in conjunction with that, one of the Councillors brought up the point of making sure that if there are any available rental units at any of the development site, they be made available for some of the at-risk families. I think that is something that the developer
could consider over the next 18-month period. The other question that really hadn’t been answered was the economics because we are at the low point in the interest rate cycle right now. There is a real opportunity to build market rental housing plus also consider the affordability question. The question there was, relative to the price points for the purchasers on town houses, stacked vs. the larger 3 storey units. Would that create more affordable units and possibly better density in getting more because I really liked the idea of having 2, 3, 4 bedroom units and what else can be done with this huge site.

A19 Just touching on the homeless issue. We were made aware of the Council meeting this morning when a North Shore news reporter contacted our office. We have not been contacted by the District, so we don’t know exactly what the District is looking for at the moment. It would be premature for us to comment on that other than to say that our doors are open for a conversation. The questions around the stacked townhouses vs. ground orientated, yes, a stacked town house unit is a more affordable product than a ground orientated townhouse unit. There was a desire early on in this project to create a variety of housing types. That happened in conversation with staff at the District, hence the reason why you see the 3 different housing types. We could go to stacked form on the ground-oriented area but the net result will be an increase in density on the site. Our read of the situation is that there probably is not a lot of support for higher density on the site at the moment.

C20 The density of this project is obviously going to contribute more users to Ron Andrews and I was wondering what the long term plan is for Ron Andrews to accommodate a denser population, especially so close to it with young families as it is proposed? On this hand out that we got in our mailbox, it says Anthem would also make a community amenity contribution to the District of North Vancouver. Can you elaborate on what that contribution might be?

A20 (D.Veres) The District has been in touch with Ron Andrews. We referred the project to them and they provided some input and they are happy to see increased density because it does provide additional users for a lot of their programs and services that they provide. I can’t speak to the long terms plans for Ron Andrews, it is an aging facility I would assume at some point in the future there will be some sort of a re development of that facility needed. The timelines when that would be, I can’t respond to that at this point. Part of the community amenity contribution is a numerical figure that is a calculation that is done with the District. They mandate basically a calculation based on density and then assign a dollar value per square foot and you arrive at number. That is still to be worked out with the District in terms of the overall package and what that would go to is up to the District and us to an extent to try to figure out where those funds would get allocated. It is a monetary contribution that the development community has to make to the District

(D. Veres) The community amenity contributions can be used for anything, as I mentioned earlier like the Spirit Trail. To finance public art works, housing, affordable housing,
Anthem Properties - 904 - 944 Lytton Street
Public Information Meeting Summary
October 4, 2017

childcare. There is a whole list of public benefits that can be funded through these contributions.

C21 Do us as tax payers have some way that we can have input as to how the District spends that money?

A21 (D. Veres) That is a great question. Through this process and depending on the type of input that you provide, we will be looking at that. We are listening to you and if there are suggestions, we have heard some tonight that is definitely taken into consideration. Often there will be a list of amenities that have been developed. There are some opportunities for other new projects to be added to the list.

C22 I mentioned in my comments about being able to attract contractors to be able to live in our communities so that they are not always stuck in traffic. When you look at the traffic on the cut, there is a ladder on the back of every single truck going down the road it seems like. Well at least half of them anyway, come down the cut in the afternoon and it is lined out to Burnaby Lakes and in the morning coming to the North Shore. I visited a place where the entire community was built for trades and contractors. They actually took the parking areas and made sure someone could park a full sized crew cab, with gear on the top, so you actually drove in and went down into the parking structure and it had extra height and length so that we can start making more of the units in our community a little more friendly to trades. This is one of the biggest hesitations they have if they can't securely park their vehicle with all of their tools in it, then it becomes unacceptable for them. Maybe something to consider for the town house spaces is to have a little more height for the parking space and make sure it has adequate height for a utility truck.

C23 I was wondering around how much notice people are going to be getting before we have to move out and if we could be getting updates on that? I know a lot of people mostly renters are trying to stay as long as possible and trying to plan around that.

A23 Our plan for the New Year was to start doing active communications with the existing residents. The way it is laid out right now is that there are both fixed terms leases and month-to-month leases. The fixed term, the latest leases would go until July 15 of 2018. We would follow suit similarly with the month-to-month tenants. Essentially we have to provide you with 3 months notice.
Anthem Properties - 904 – 944 Lytton Street
Public Information Meeting Summary
October 4, 2017

Flyer Notification: Page One

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

Anthem Properties is hosting a Public Information Meeting to present a development proposal for 333 multi-family units at 904 – 944 Lytton Street.

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

**Meeting Time and Location:**

**Wednesday, October 4, 2017**
6:00-7:30pm
Windsor Secondary School, Small Gym
931 Broadview Drive

**Meeting Agenda:**

- Doors Open: 6:00pm
- Open House: 6:00-6:30pm
- Presentation and Q+A 6:30-7:30pm

**For Further Information Please Contact:**

Emily Howard
604-235-3182
Anthem Properties

Darren Veres
604-990-2487
District of North Vancouver, Planning Department
The Proposal:

Anthem Properties is proposing to construct a 333 unit multi-family development at 904 - 944 Lytton Street, at the corner of Lytton and Mount Seymour Parkway.

The proposal is for 133 townhomes, 157 condominiums and 43 rental apartments, which will include a mix of studio, 1-bedroom, 2-bedroom, 3-bedroom and 4-bedroom units.

The site will be accessible from two points off Lytton Street. Parking will be located in three separate underground parking garages with attached, two-car garages for the at-grade townhome units. A total of 507 parking spaces are provided for the residents along with 92 visitor parking spaces.

The proposal includes a redesign of Lytton Street featuring a new road, sidewalks, multi-use paths and major upgrades to the municipal utility services. Anthem would also make a community amenity contribution to the District of North Vancouver.
Anthem Properties - 904 - 944 Lytton Street
Public Information Meeting Summary
October 4, 2017

Newspaper Advertisement

PUBLIC INFORMATION MEETING

A redevelopment is being proposed for 904-944 Lytton Street, North Vancouver, to construct a multi-family development. You are invited to a meeting to discuss the project.

Date: Wednesday, October 4, 2017
Time: 6:00pm – 7:30pm
Location: Windsor Secondary School Small Gym, 931 Broadview Drive

Anthem Properties proposes to rezone the site to permit a 333 unit multi-family development consisting of 133 townhomes, 157 condominiums and 43 rental apartments. Stacked townhomes and apartment units will be constructed over 3 underground parkades, while the ground-oriented townhomes have attached two-car garages.

Information packages are being distributed to residents within a minimum 100 meters of the site. If you would like to receive a copy or if you would like more information, please contact Darren Veres of the Development Planning Department at 604-990-2487, or Emily Howard of Anthem Properties at 604-235-3182, 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.
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BUILDING PERMIT NO.: BLD2020-00486

PROJECT ADDRESS: 1501 Lighthall Crt

PROJECT DESCRIPTION: Interior Renovation

CONTACT: Ka-Yiu Leung - (778) 382-8032 / Hughes Brothers Construction Ltd - (604) 290-4425

ALL TRADES MUST BE IN COMPLIANCE WITH THE NOISE REGULATION BYLAW #7188 PERMITS CONSTRUCTION DURING THE FOLLOWING HOURS:

- MONDAY TO FRIDAY: 7:00 A.M. TO 8:00 P.M.
- SATURDAY: 9:00 A.M. TO 5:00 P.M.
- SUNDAY AND STATUTORY HOLIDAYS: NO CONSTRUCTION NOISE ALLOWED FOR PROJECTS GREATER THAN 500 SQUARE FEET.

EVERY OWNER OF A PROPERTY, OR HIS AGENT, SHALL OBTAIN APPROVAL OF THE WORK FROM THE AUTHORITY HAVING JURISDICTION AFTER THE BUILDING, OR PORTION THEREOF, IS COMPLETE AND READY FOR OCCUPANCY, BUT BEFORE OCCUPANCY TAKES PLACE OF THE WHOLE OR PORTION OF THE BUILDING.

THIS PLACARD MUST BE POSTED ON THE PROPERTY AND CLEARLY VISIBLE FROM THE STREET.
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