# AGENDA FOR THE REGULAR MEETING OF COUNCIL, HELD ELECTRONICALLY FROM CITY HALL, 141 WEST 14<sup>TH</sup> STREET, NORTH VANCOUVER, BC, ON MONDAY, JUNE 7, 2021 AT 5:30 PM

"Live" Broadcast via City Website <a href="www.cnv.org/LiveStreaming">www.cnv.org/LiveStreaming</a> Complete Agenda Package available at <a href="www.cnv.org/CouncilMeetings">www.cnv.org/CouncilMeetings</a>

#### **CALL TO ORDER**

## MOMENT OF SILENCE – HONOURING THE 215 CHILDREN WHO DIED AT THE KAMLOOPS INDIAN RESIDENTIAL SCHOOL

#### APPROVAL OF AGENDA

1. Regular Council Meeting Agenda, June 7, 2021

#### **ADOPTION OF MINUTES**

2. Regular Council Meeting Minutes, May 17, 2021

#### **NOTICE OF MOTION**

3. Equity, Diversity, Inclusion and Reconciliation

#### **PROCLAMATION**

Philippine Day – June 12, 2021

#### **PUBLIC INPUT PERIOD**

#### **CONSENT AGENDA**

Items \*4, \*5 and \*6 are listed in the Consent Agenda and may be considered separately or in one motion.

#### BYLAW - ADOPTION

\*4. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8829" (City of North Vancouver, 2300 Lonsdale Avenue and 116 East 23<sup>rd</sup> Street, CD-165 Text Amendment)

#### **CORRESPONDENCE**

\*5. Board in Brief, Metro Vancouver Regional District, May 28, 2021

Document Number: 2058359 V2

#### **REPORT**

\*6. Appointment of Richard Walton as North Shore Designate to E-Comm Board of Directors – 2021-2022 Term and Proxyholder for E-Comm Special Meeting to be held June 24, 2021

#### PUBLIC HEARING - 123-127 and 145 East 13th Street

#### **BYLAWS – THIRD READING**

- 7. "Official Community Plan Bylaw, 2014, No. 8400, Amendment Bylaw, 2021, No. 8832" (Millennium Northmount Nominee Ltd., Inc. No. BC1120079, 123-127 and 145 East 13<sup>th</sup> Street, Permitted Height Change)
- 8. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8833" (Millennium Northmount Nominee Ltd., Inc. No. BC1120079, 123-127 and 145 East 13<sup>th</sup> Street, CD-004 Text Amendment)
- 9. "Heritage Revitalization Agreement Bylaw, 2021, No. 8831" (A. Dean / Y. Perrault, 532 East 10<sup>th</sup> Street)

#### **REPORT**

 Rezoning Application: 2612 Lonsdale Avenue (Nor-Van Vliet Properties Ltd. / Ekistics Architecture)

#### BYLAWS - FIRST AND SECOND READINGS

- "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8696"
   (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717)
- "Housing Agreement Bylaw, 2021, No. 8697" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717, Rental Housing Commitments)

#### <u>REPORTS</u>

- 13. COVID-19 Safe Restart Grant Allocation Phase 2
- 14. Council Remuneration Bylaw, 2021, No. 8820 (Council Remuneration Effective January 1, 2021)

#### BYLAW - FIRST, SECOND AND THIRD READINGS

15. "Council Remuneration Bylaw, 2021, No. 8820" (Council Remuneration Effective January 1, 2021)

#### NOTICE OF MOTION

16. Safe Passing Distance for All Road Users

#### **REPORT**

17. Subdivision and Development Control Bylaw Amendments – Quick-Start Updates to Servicing Requirements for Developments

#### BYLAW - FIRST, SECOND AND THIRD READINGS

18. "Subdivision and Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2021, No. 8848"

#### **COUNCIL INQUIRIES / REPORTS**

**NEW ITEMS OF BUSINESS** 

**NOTICES OF MOTION** 

**RECESS TO CLOSED SESSION** 

REPORT OF THE COMMITTEE OF THE WHOLE (CLOSED SESSION)

**ADJOURN** 

#### **CALL TO ORDER**

# MOMENT OF SILENCE – HONOURING THE 215 CHILDREN WHO DIED AT THE KAMLOOPS INDIAN RESIDENTIAL SCHOOL

#### APPROVAL OF AGENDA

1. Regular Council Meeting Agenda, June 7, 2021

#### **ADOPTION OF MINUTES**

2. Regular Council Meeting Minutes, May 17, 2021

#### **NOTICE OF MOTION**

3. Equity, Diversity, Inclusion and Reconciliation – File: 01-0620-03-0001/2021

Submitted by Mayor and Council

#### RECOMMENDATION:

WHEREAS the City of North Vancouver Council identified Equity, Diversity, Inclusion and Reconciliation (EDIR) as essential components to the City's vision of being the *Healthiest Small City in the World*;

BE IT RESOLVED THAT staff be directed to build a framework on EDIR that identifies appropriate strategies, identifies skills and resources needed to undertake this work, identifies key partners and outlines a set of principles that guides this work;

THAT staff report back to Council on key resources to support this work, including the Truth and Reconciliation Commission (TRC) Report and the Coalition of Inclusive Communities;

THAT staff be directed to implement the priority action items as outlined in the EDIR Report City Council Dialogue April 2021;

THAT the City of North Vancouver reaffirm its commitment to the TRC Calls to Action;

THAT the Mayor, on behalf of Council, write the Federal Government to fully implement the TRC recommendations, including additional supports to address TRC Calls to Action 71-76 that relate to missing residential children and burial information;

Continued...

#### **NOTICE OF MOTION** – Continued

3. Equity, Diversity, Inclusion and Reconciliation – File: 01-0620-03-0001/2021 – Continued

THAT the Mayor, on behalf of Council and the CAO, write to the local Indigenous Nations (Squamish and Tsleil-Waututh) offering our support to them in general and, in particular, as it relates to St. Paul's Residential School;

AND THAT Council work with our local Indigenous Nations and School District No. 44 to build community awareness of indigenous history and culture.

Background Information, June 1, 2021

#### **PROCLAMATION**

Philippine Day – June 12, 2021

#### **PUBLIC INPUT PERIOD**

The Public Input Period is addressed in sections 12.20 to 12.28 of "Council Procedure Bylaw, 2015, No. 8500."

The time allotted for each speaker addressing Council during the Public Input Period is 2 minutes, with the number of speakers set at 5 persons. Speakers' comments will be audio recorded, as well as live-streamed on the City's website, and will form part of the public record.

As City Hall remains closed to the public, the Regular Council Meetings will be held electronically via "WebEx". To speak during the Public Input Period of a Regular Council Meeting, pre-registration is required by completing an online form at cnv.org/PublicInputPeriod. Persons can also pre-register by phoning 604-990-4230 and providing contact information. All pre-registration must be submitted no later than 12:00 noon on the day of the meeting.

Once you have pre-registered, you will receive login/call-in instructions via email/phone.

You will be required to login or phone into the Council meeting between 5:00 and 5:15 pm on the day of the meeting. At the meeting, speakers will be asked to state their name and address for the record. If speakers have written materials to accompany their presentation, these materials must be emailed to the Corporate Officer at clerks@cnv.org no later than 12:00 noon on the day of the meeting.

The Public Input Period provides an opportunity for comment only and places the speaker's concern on record, without the expectation of a response from Council.

Speakers must comply with the General Rules of Conduct set out in section 5.1 of "Council Procedure Bylaw, 2015, No. 8500" and may not speak with respect to items as listed in section 12.25(2).

Speakers are requested not to address matters that refer to items from a concluded Public Hearing/Public Meeting or to Public Hearings, Public Meetings and Committee meetings when those matters are scheduled on the same evening's agenda, as an opportunity for public input is provided when the particular item comes forward for discussion.

Please address the Mayor as "Your Worship" or "Mayor, followed by his/her surname". Councillors should be addressed as "Councillor, followed by their surname".

#### **CONSENT AGENDA**

Items \*4, \*5 and \*6 are listed in the Consent Agenda and may be considered separately or in one motion.

#### RECOMMENDATION:

THAT the recommendations listed within the "Consent Agenda" be approved.

#### START OF CONSENT AGENDA

#### **BYLAW - ADOPTION**

\*4. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8829" (City of North Vancouver, 2300 Lonsdale Avenue and 116 East 23<sup>rd</sup> Street, CD-165 Text Amendment)

#### RECOMMENDATION:

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8829" (City of North Vancouver, 2300 Lonsdale Avenue and 116 East 23<sup>rd</sup> Street, CD-165 Text Amendment) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

#### CORRESPONDENCE

\*5. Board in Brief, Metro Vancouver Regional District, May 28, 2021 – File: 01-0400-60-0006/2020

Re: Metro Vancouver – Board in Brief

#### **RECOMMENDATION:**

THAT the correspondence from Metro Vancouver, dated May 28, 2021, regarding the "Metro Vancouver – Board in Brief", be received and filed.

#### **CONSENT AGENDA** – Continued

#### **REPORT**

\*6. Appointment of Richard Walton as North Shore Designate to E-Comm Board of Directors – 2021-2022 Term and Proxyholder for E-Comm Special Meeting to be held June 24, 2021 – File: 01-0230-20-0016/2021

Report: Corporate Officer, June 1, 2021

#### **RECOMMENDATION:**

PURSUANT to the report of the Corporate Officer, dated June 1, 2021, entitled "Appointment of Richard Walton as North Shore Designate to E-Comm Board of Directors – 2021-2022 Term and Proxyholder for E-Comm Special Meeting to be held June 24, 2021":

THAT Richard Walton be nominated as proxyholder for the purpose of voting on behalf of City of North Vancouver Council at the E-Comm Special Meeting scheduled for June 24, 2021;

AND THAT Richard Walton be nominated to serve as the North Shore designate to the E-Comm Board of Directors for the 2021-2022 term, such Board to be elected by the E-Comm shareholders at their Annual General Meeting in September 2021.

#### **END OF CONSENT AGENDA**

#### PUBLIC HEARING - 123-127 and 145 East 13th Street - 5:30pm

"Official Community Plan Bylaw, 2014, No. 8400, Amendment Bylaw, 2021, No. 8832" (Millennium Northmount Nominee Ltd., Inc. No. BC1120079, 123-127 and 145 East 13<sup>th</sup> Street, Permitted Height Change) and "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8833" (Millennium Northmount Nominee Ltd., Inc. No. BC1120079, 123-127 and 145 East 13<sup>th</sup> Street, CD-004 Text Amendment) would amend the maximum height permitted by the OCP to allow for a 1.7 metre increase in height, as well as several minor amendments to the CD-004 Zone. An OCP amendment and rezoning was approved for the redevelopment of this site in 2018 for an 18-storey commercial and residential building. The proposed design remains unchanged, with the exception of additional floor-to-ceiling height on the commercial office levels and improvements to the ground floor grading, for a total height increase of 1.7 metres. Other proposed amendments support elements of the original design that were not captured in the original CD Zone.

Bylaw Nos. 8832 and 8833 to be considered under Items 7 and 8.

#### **AGENDA**

Staff presentation
Applicant presentation
Representations from the public
Questions from Council
Motion to conclude the Public Hearing

#### BYLAWS - THIRD READING

7. "Official Community Plan Bylaw, 2014, No. 8400, Amendment Bylaw, 2021, No. 8832" (Millennium Northmount Nominee Ltd., Inc. No. BC1120079, 123-127 and 145 East 13<sup>th</sup> Street, Permitted Height Change)

#### **RECOMMENDATION:**

THAT "Official Community Plan Bylaw, 2014, No. 8400, Amendment Bylaw, 2021, No. 8832" (Millennium Northmount Nominee Ltd., Inc. No. BC1120079, 123-127 and 145 East 13<sup>th</sup> Street, Permitted Height Change) be given third reading.

8. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8833" (Millennium Northmount Nominee Ltd., Inc. No. BC1120079, 123-127 and 145 East 13<sup>th</sup> Street, CD-004 Text Amendment)

#### RECOMMENDATION:

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8833" (Millennium Northmount Nominee Ltd., Inc. No. BC1120079, 123-127 and 145 East 13<sup>th</sup> Street, CD-004 Text Amendment) be given third reading.

9. "Heritage Revitalization Agreement Bylaw, 2021, No. 8831" (A. Dean / Y. Perrault, 532 East 10<sup>th</sup> Street)

#### **RECOMMENDATION:**

THAT "Heritage Revitalization Agreement Bylaw, 2021, No. 8831" (A. Dean / Y. Perrault, 532 East 10<sup>th</sup> Street) be given third reading.

Public Hearing waived.

#### **REPORT**

 Rezoning Application: 2612 Lonsdale Avenue (Nor-Van Vliet Properties Ltd. / Ekistics Architecture) – File: 08-3360-20-0426/1

Report: Development Planner, May 26, 2021

#### RECOMMENDATION:

PURSUANT to the report of the Development Planner, dated May 26, 2021, entitled "Rezoning Application: 2612 Lonsdale Avenue (Nor-Van Vliet Properties Ltd. / Ekistics Architecture)":

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8696" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717) be considered and referred to a Public Hearing;

THAT "Housing Agreement Bylaw, 2021, No. 8697" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717, Rental Housing Commitments) be considered and referred to a Public Hearing;

THAT notification be circulated in accordance with the Local Government Act;

AND THAT the Mayor and Corporate Officer be authorized to sign the necessary documentation to give effect to this motion.

Items 11 and 12 refer.

#### **BYLAWS – FIRST AND SECOND READINGS**

11. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8696" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717)

#### **RECOMMENDATION:**

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8696" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717) be given first and second readings.

 "Housing Agreement Bylaw, 2021, No. 8697" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717, Rental Housing Commitments)

#### **RECOMMENDATION:**

THAT "Housing Agreement Bylaw, 2021, No. 8697" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717, Rental Housing Commitments) be given first and second readings.

#### **REPORTS**

13. COVID-19 Safe Restart Grant Allocation Phase 2 – File: 14-7130-20-0015/1

Report: Deputy CAO / Director, Strategic and Corporate Services, May 28, 2021

#### **RECOMMENDATION:**

PURSUANT to the report of the Deputy CAO / Director, Strategic and Corporate Services, dated May 28, 2021, entitled "COVID-19 Safe Restart Grant Allocation Phase 2":

THAT the update on projects approved through the COVID-19 Safe Restart Allocations approved in Phase 1 be received;

AND THAT the allocation of \$2,304,783 in funding for Phase 2 projects be approved.

14. Council Remuneration Bylaw, 2021, No. 8820 (Council Remuneration Effective January 1, 2021) – File: 01-0530-04-0001/2021

Report: Corporate Officer, May 26, 2021

#### **RECOMMENDATION:**

PURSUANT to the report of the Corporate Officer, dated May 26, 2021, entitled "Council Remuneration Bylaw, 2021, No. 8820 (Council Remuneration Effective January 1, 2021)":

THAT "Council Remuneration Bylaw, 2021, No. 8820" (Council Remuneration Effective January 1, 2021) be considered.

Item 15 refers.

#### BYLAW - FIRST, SECOND AND THIRD READINGS

15. "Council Remuneration Bylaw, 2021, No. 8820" (Council Remuneration Effective January 1, 2021)

#### **RECOMMENDATION:**

THAT "Council Remuneration Bylaw, 2021, No. 8820" (Council Remuneration Effective January 1, 2021) be given first, second and third readings.

#### **NOTICE OF MOTION**

16. Safe Passing Distance for All Road Users – File: 11-5460-06-0001/2021

Submitted by Councillor Valente

#### **RECOMMENDATION:**

WHEREAS the Province of British Columbia prioritizes safety measures for vulnerable road users, including pedestrians and cyclists, and the *Motor Vehicle Act* of British Columbia mandates that cyclists must ride on the right hand side of the road, and not on sidewalks, unless expressly permitted by local bylaw;

WHEREAS faster motor vehicles sharing roads with inherently slower cyclists and other vulnerable road users often results in close passes, accounting for almost one-third of the threatening encounters experienced by people on bicycles and almost 50% of incidents in rural areas;

WHEREAS relatively few roads in BC have bike lanes of shoulders, and many do not have sidewalks, directing cyclists and pedestrians to share the road with high speed motor vehicle traffic, which poses a potentially fatal risk and a resulting disincentive for active transportation;

WHEREAS jurisdictions across North America, including the provinces of Quebec, Ontario, Nova Scotia, New Brunswick and Newfoundland and Labrador, have all enacted "safe passing distance" legislation designed to protect vulnerable road users by educating and requiring motor vehicle operators to maintain a minimum safe distance when passing more vulnerable road users;

WHEREAS establishing a clear and reasonable distance for safe passing has created a better understanding and expectation around safely sharing roads, in particular in areas that do not have dedicated or separated cycling infrastructure;

THEREFORE BE IT RESOLVED THAT a copy of this resolution be forwarded to UBCM to request the Province of British Columbia to amend the *Motor Vehicle Act* to better support safe, active transportation, by requiring motorists maintain a distance from cyclists and pedestrians of 1-1.5 metres, based on road facility and posted speed limits, clarifying the obligation of all motorists to establish a reasonable distance when passing a cyclist or pedestrian, and providing guidance on an appropriate minimum distance when doing so.

Background Information, May 25, 2021

#### **REPORT**

17. Subdivision and Development Control Bylaw Amendments – Quick-Start Updates to Servicing Requirements for Developments – File: 11-5210-01-0001/2021

Report: Manager, Development Services, June 2, 2021

#### RECOMMENDATION:

PURSUANT to the report of the Manager, Development Services, dated June 2, 2021, entitled "Subdivision and Development Control Bylaw Amendments – Quick-Start Updates to Servicing Requirements for Developments":

THAT "Subdivision and Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2021, No. 8848" be considered.

Item 18 refers.

#### BYLAW - FIRST, SECOND AND THIRD READINGS

18. "Subdivision and Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2021, No. 8848"

#### RECOMMENDATION:

THAT "Subdivision and Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2021, No. 8848" be given first, second and third readings.

#### **COUNCIL INQUIRIES / REPORTS**

#### **NEW ITEMS OF BUSINESS**

#### NOTICES OF MOTION

#### **RECESS TO CLOSED SESSION**

THAT Council recess to the Committee of the Whole (Closed Session) pursuant to the *Community Charter*, Section 90(1)(e) [land matter].

#### REPORT OF THE COMMITTEE OF THE WHOLE (CLOSED SESSION)

#### **ADJOURN**



#### THE CORPORATION OF THE CITY OF NORTH VANCOUVER

#### PUBLIC HEARING GUIDELINES FOR ELECTRONIC MEETINGS

Public Hearings are included as part of a Regular Council agenda and governed by the provisions of the *Local Government Act*.

A Public Hearing is held to allow the public an opportunity to make representations to Council – in person at the Public Hearing or by written submission – on a proposed amendment to the City's Official Community Plan and/or Zoning Bylaw. All persons who believe their interest in property is affected by a proposed bylaw(s) are afforded a reasonable opportunity to be heard, voice concerns or present written submissions regarding matters contained within the bylaw(s).

All written submissions and representations made at the Public Hearing form part of the official public record. Minutes of the Public Hearing and a video recording of the proceedings will be posted on the City's website at cnv.org.

All written submissions must include the person's name and address. If this information is not provided, it cannot be included as part of the public record. Electronic submissions are preferred, and hand-delivered or mailed submissions will also be accepted. The deadline to submit email submissions is 12:00 noon on the day of the Public Hearing. Due to COVID-19, safety quarantine restrictions have been put in place and the deadline for submissions by mail or delivery to City Hall is 4:00 pm on the Friday prior to the Monday Public Hearing (a minimum of one clear day prior to the Public Hearing).

If persons wish to speak at the Public Hearing, we ask that everyone pre-register to be placed on the speaker's list. The pre-registration form is available at cnv.org/PublicHearings, or speakers can pre-register by contacting the Corporate Officer's office. All pre-registrations must be submitted no later than 12:00 noon on the day of the Public Hearing, to allow City staff time to contact all participants and provide them with call-in/online access instructions.

Comments from the public must specifically relate to the proposed bylaw(s). Speakers are asked to avoid repetitive comments and not to divert to other matters.

Speakers will be asked to confirm their name and address for the record and will be provided one, 5-minute opportunity to present their comments. There will be no opportunity to speak a second time. After all persons who have pre-registered have spoken, the Mayor (Chair) will ask if anyone else from the public has new information to provide. Speakers who have not pre-registered will also have an opportunity to provide input at cnv.org/PublicHearings. Call-in details will be displayed on-screen at the Public Hearing (watch web livestream). Once all registered speakers have provided input, the Mayor will call for a recess to allow additional speakers time to phone in.

Continued...

Document Number: 1914910 V1



#### THE CORPORATION OF THE CITY OF NORTH VANCOUVER

# PUBLIC HEARING GUIDELINES FOR ELECTRONIC MEETINGS (continued)

Everyone will be given a reasonable opportunity to be heard and no one should feel discouraged or prevented from making their views known. The City asks for everyone's patience during the electronic Public Hearing.

Procedural rules for the conduct of the Public Hearing are set at the call of the Chair and Council's main function is to listen to the views of the public regarding the change of land use in the proposed bylaw(s). It is not the function of Council to debate the merits of an application with speakers. Questions from members of the public and Council must be addressed through the Chair.

Once the Public Hearing concludes, no further information or submissions can be considered by Council.

Following adjournment of the Public Hearing, the Regular meeting reconvenes and the Zoning and/or Official Community Plan bylaw amendment(s) are discussed and debated by members of Council, followed by consideration of third reading of the bylaw(s).

Document Number: 1914910 V1



# **MINUTES** OF THE REGULAR MEETING OF COUNCIL, HELD ELECTRONICALLY FROM CITY HALL, 141 WEST 14<sup>TH</sup> STREET, NORTH VANCOUVER, BC, ON **MONDAY, MAY 17, 2021**

#### **PRESENT**

#### COUNCIL MEMBERS STAFF MEMBERS Mayor L. Buchanan L. McCarthy, CAO Councillor H. Back K. Graham, Corporate Officer Councillor D. Bell C. Baird, Deputy Corporate Officer Councillor A. Girard J. Peters, Assistant City Clerk M. Epp, Director, Planning and Development Councillor T. Hu Y. Zeng, Manager, Development Planning Councillor J. McIlrov D. Pope, Director, Engineering, Parks and Environment Councillor T. Valente M. Hunter, Manager, Parks and Environment

R. Skene, Director, Community and Partner Engagement

L. Orr, Deputy Director, Community and Partner Engagement

G. Schalk, Public Safety Director and Fire Chief

G. Bhayani, Superintendent, RCMP

A. Leclair, Inspector, RCMP

The meeting was called to order at 5:30 pm.

#### **APPROVAL OF AGENDA**

Moved by Councillor Back, seconded by Councillor Girard

1. Regular Council Meeting Agenda, May 17, 2021

CARRIED UNANIMOUSLY

#### **ADOPTION OF MINUTES**

Moved by Councillor McIlroy, seconded by Councillor Valente

2. Regular Council Meeting Minutes, May 10, 2021

**CARRIED UNANIMOUSLY** 

#### **PROCLAMATION**

Mayor Buchanan declared the following proclamation:

International Day Against Homophobia, Transphobia and Biphobia – May 17, 2021

Document Number: 2053630

#### **PUBLIC INPUT PERIOD**

Moved by Councillor Valente, seconded by Councillor Back

THAT the Public Input Period be extended to hear more than 5 registered speakers listed on the sign-up sheet.

#### **CARRIED UNANIMOUSLY**

- Robert Overgaard, 2767 Eastern Avenue, North Vancouver, spoke regarding the development process and commended the City for its efforts in planning and development, Balanced Housing Lab and the proposed pedestrian overpass.
- Vanja Bezdrob, 250 East 15<sup>th</sup> Street, North Vancouver, spoke regarding Item 10 Notice of Motion on Residential Tenant Displacement Policy.
- Ferona Yngveson, 101-250 East 15<sup>th</sup> Street, North Vancouver, spoke regarding Item 10 Notice of Motion on Residential Tenant Displacement Policy.
- Joslyn Nerdahl, 250 East 15<sup>th</sup> Street, North Vancouver, spoke regarding Item 10 Notice of Motion on Residential Tenant Displacement Policy.
- Kevin Lee, 15-133 West 13<sup>th</sup> Street, North Vancouver, spoke regarding Item 10 Notice of Motion on Residential Tenant Displacement Policy.
- Riaan de Beer, 54-528 East 2<sup>nd</sup> Street, North Vancouver, spoke regarding Item 10 Notice of Motion on Residential Tenant Displacement Policy.
- Don Peters, 678 West Queens Road, North Vancouver, spoke regarding Item 10 Notice of Motion on Residential Tenant Displacement Policy.

#### **CONSENT AGENDA**

Moved by Councillor Back, seconded by Councillor Bell

THAT the recommendations listed within the "Consent Agenda" be approved.

#### CARRIED UNANIMOUSLY

#### START OF CONSENT AGENDA

#### BYLAW – ADOPTION

\*3. "Development Cost Charge (Transportation) Reserve Fund Bylaw, 2021, No. 8834" (2021 Capital Plan Funding)

Moved by Councillor Back, seconded by Councillor Bell

THAT "Development Cost Charge (Transportation) Reserve Fund Bylaw, 2021, No. 8834" (2021 Capital Plan Funding) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

(CARRIED UNANIMOUSLY)

#### **CONSENT AGENDA - Continued**

#### **CORRESPONDENCE**

\*4. Board in Brief, Metro Vancouver Regional District, April 30, 2021 – File: 01-0400-60-0006/2020

Re: Metro Vancouver – Board in Brief

Moved by Councillor Back, seconded by Councillor Bell

THAT the correspondence from Metro Vancouver, dated April 30, 2021, regarding the "Metro Vancouver – Board in Brief", be received and filed.

(CARRIED UNANIMOUSLY)

#### **END OF CONSENT AGENDA**

#### **PRESENTATION**

North Vancouver RCMP 2019-2023 Strategic Plan – Superintendent Ghalib Bhayani and Inspector Andy LeClair

Superintendent Ghalib Bhayani, RCMP, and Inspector Andy LeClair, RCMP, provided a PowerPoint presentation regarding the "North Vancouver RCMP 2019-2023 Strategic Plan" and responded to questions of Council.

Mayor and Council presented congratulations to Superintendent Bhayani on his promotion as the new Operations Officer and Assistant District Commander for the Lower Mainland District Office and thanked him for his term of service.

#### BYLAWS - ADOPTION

5. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2020, No. 8769" (Nacel Properties Ltd., 250 East 15<sup>th</sup> Street, CD-726)

Moved by Councillor McIlroy, seconded by Councillor Bell

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2020, No. 8769" (Nacel Properties Ltd., 250 East 15<sup>th</sup> Street, CD-726) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

#### CARRIED UNANIMOUSLY

6. "Housing Agreement Bylaw, 2020, No. 8770" (Nacel Properties Ltd., 250 East 15<sup>th</sup> Street, CD-726, Rental Housing Commitments)

Moved by Councillor McIlroy, seconded by Councillor Bell

THAT "Housing Agreement Bylaw, 2020, No. 8770" (Nacel Properties Ltd., 250 East 15<sup>th</sup> Street, CD-726, Rental Housing Commitments) be adopted, signed by the Mayor and Corporate Officer and affixed with the corporate seal.

#### **CARRIED UNANIMOUSLY**

#### **REPORTS**

7. Crickmay and Rodger Burnes Park Task Force – File: 12-6120-01-0001/2021

Report: Parks and Greenways Planner, May 5, 2021

Moved by Councillor Bell, seconded by Councillor Valente

PURSUANT to the report of the Parks and Greenways Planner, dated May 5, 2021, entitled "Crickmay and Rodger Burnes Park Task Force":

THAT the Terms of Reference for the Crickmay and Rodger Burnes Park Task Force be endorsed;

AND THAT staff be directed to proceed with the promotion and recruitment process and report back to Council with the results.

#### **CARRIED UNANIMOUSLY**

8. Waterfront Park Master Plan Scope and Process – File: 12-6240-20-0043/1

Report: Manager, Parks and Environment, May 5, 2021

Moved by Councillor Girard, seconded by Councillor Back

PURSUANT to the report of the Manager, Parks and Environment, dated May 5, 2021, entitled "Waterfront Park Master Plan Scope and Process":

THAT the proposed scope and process for the Waterfront Park Master Plan be endorsed.

#### **CARRIED UNANIMOUSLY**

9. Request to Increase the Municipal and Regional District Tax – File: 13-6900-01-0001/2021

Report: Deputy Director, Community and Partner Engagement, May 12, 2021

Moved by Councillor Girard, seconded by Councillor Hu

PURSUANT to the report of the Deputy Director, Community and Partner Engagement, dated May 12, 2021, entitled "Request to Increase the Municipal and Regional District Tax":

THAT the request from the Vancouver North Shore Tourism Association to increase the Municipal and Regional District Tax collected in the Vancouver's North Shore area to 3%, for the purpose of funding tourism marketing projects and programs, effective February 1, 2022 to January 31, 2027, be approved.

#### **CARRIED UNANIMOUSLY**

#### **NOTICE OF MOTION**

 Increased Financial Assistance and Support for Tenants Displaced by the Redevelopment of Older Purpose-Built Rental Buildings – File: 10-5040-08-0001/2021

Submitted by Councillor Girard

Moved by Councillor Girard, seconded by Councillor Bell

WHEREAS the City of North Vancouver (City), through its policies and in alignment with Metro Vancouver's regional strategies for the delivery of rental housing, is experiencing an increase in investment in the construction of new, purpose-built rental buildings;

WHEREAS renters account for a significant portion of the City's population and are an important part of the City's social fabric;

WHEREAS the goals and objectives of the Official Community Plan include the City being a compassionate community, which recognizes that all individuals and/or their families will require support at some point in their lives, and the City maintaining and enhancing the well-being and quality of life for all community members;

WHEREAS the City, through its Residential Tenant Displacement Policy adopted in 2015, requires enhanced notice and financial assistance for tenants who are displaced due to the redevelopment of older rental buildings to mitigate the impacts of displacement;

WHEREAS the Residential Tenant Displacement Policy requires the development applicant to provide compensation to a tenant equivalent to the value of three months' rent and an amount towards moving expenses, regardless of the number of years of tenancy, and any additional tenant support measures offered by the applicant are done as a voluntary commitment;

WHEREAS tenants living in older rental buildings being redeveloped are at an increased risk of displacement and have difficulties finding stable and affordable housing within the City at comparable rents, which can lead to financial and emotional distress further exacerbated by the effects of the pandemic;

WHEREAS tenants living on limited incomes or who may be facing additional barriers to finding stable and affordable housing, including (but not limited to) seniors and persons with disabilities, require more assistance in relocation given that there are fewer choices available to them;

AND WHEREAS the average rental rates have increased by approximately 25% in addition to other cost of living increases since the Residential Tenant Displacement Policy was adopted;

THEREFORE BE IT RESOLVED THAT staff be directed to report back on an updated Residential Tenant Displacement Policy that reflects increased financial assistance for tenants based on the length of tenancy, and increased support for low income and marginalized tenants who face additional barriers in securing stable and affordable housing.

**CARRIED UNANIMOUSLY** 

Nil.
NEW ITEMS OF BUSINESS
Nil.
NOTICES OF MOTION
Nil.
RECESS TO CLOSED SESSION
Moved by Councillor Back, seconded by Councillor Bell
THAT Council recess to the Committee of the Whole (Closed Session) pursuant to the <i>Community Charter</i> , Sections 90(1)(c) [employee relations] and 90(1)(e) [land matter].
CARRIED UNANIMOUSLY
ADJOURN IN CLOSED SESSION
The meeting recessed at 8:01 pm and did not reconvene. A motion to adjourn was approved in the Committee of the Whole (Closed Session) at 10:08 pm.
"Certified Correct by the Corporate Officer"
CORPORATE OFFICER

**COUNCIL INQUIRIES / REPORTS** 

#### NOTICE OF MOTION

3. Equity, Diversity, Inclusion and Reconciliation – File: 01-0620-03-0001/2021

Submitted by Mayor and Council

#### **RECOMMENDATION:**

WHEREAS the City of North Vancouver Council identified Equity, Diversity, Inclusion and Reconciliation (EDIR) as essential components to the City's vision of being the *Healthiest Small City in the World*;

BE IT RESOLVED THAT staff be directed to build a framework on EDIR that identifies appropriate strategies, identifies skills and resources needed to undertake this work, identifies key partners and outlines a set of principles that guides this work;

THAT staff report back to Council on key resources to support this work, including the Truth and Reconciliation Commission (TRC) Report and the Coalition of Inclusive Communities;

THAT staff be directed to implement the priority action items as outlined in the EDIR Report City Council Dialogue April 2021;

THAT the City of North Vancouver reaffirm its commitment to the TRC Calls to Action;

THAT the Mayor, on behalf of Council, write the Federal Government to fully implement the TRC recommendations, including additional supports to address TRC Calls to Action 71-76 that relate to missing residential children and burial information;

THAT the Mayor, on behalf of Council and the CAO, write to the local Indigenous Nations (Squamish and Tsleil-Waututh) offering our support to them in general and, in particular, as it relates to St. Paul's Residential School;

AND THAT Council work with our local Indigenous Nations and School District No. 44 to build community awareness of indigenous history and culture.

COMMUNITY COUNCIL MEETINGS ABOUT US GOVERNMENT DEPARTMENTS CONTACT US



#### **HONOURING 215 CHILDREN**

Posted on May 31, 2021 by Communications

On behalf of Indian Residential School Survivors and their descendants, we join hearts with Tk'emlúps te Secwépemc to mourn the deaths of the 215 Indigenous children discovered this past week at the Kamloops Indian Residential School. This discovery is one that affects all of us, resurfacing generations of trauma that is felt in waves throughout our community. We must hold each other up and look to our culture to help us through this difficult time.

The Kamloops Indian Residential School and St. Paul's Indian Residential School in North Vancouver were just two institutions where thousands of Squamish, Musqueam, Tsleil-Waututh, and other Indigenous children were forced to attend. These children would have been Elders and members of our communities today, and we must honour them by joining forces to urgently call for Action 75 of the Truth and Reconciliation Commission, to identify all cemeteries, residential school sites, and unmarked graves at which Indigenous children have been buried.

Just 10 out of the 94 Calls to Action of the Truth and Reconciliation Commission have so far been completed. We as a Nation reaffirm our commitment to the remaining Calls and we urge the federal government, all institutions, First Nations leaders, and people of Canada to demand the implementation and completion of this work. What the world has learned this past week from Kamloops is a moment for country-wide reflection, but also an action to urgently repair the intergenerational harm done to our peoples.

For all of those affected by this discovery, a National Indian Residential School Crisis Line is available to provide support (1-866-925-4419). In B.C., a toll-free First Nations and Indigenous Crisis Line (1-800-588-8717) is offered through the KUU-US Crisis Line Society. Both Crisis Lines are available 24 hours a day, 7 days a week.

Chen kw'enmantúmiwit,

#### Squamish Nation

Posted in Community Notices, Featured | Leave a comment

LEAVE A REPLY

You must be logged in to post a comment.

STAY CONNECTED

# Equity, Diversity, Inclusion & Reconciliation Report

City Council Dialogue April 2021

**Facilitators** 

Flavio Caron, Anne Nickerson

# Introduction

In November 2020, Council attended a training session facilitated via Metro Vancouver entitled Forum on Systemic Racism. Subsequent to that session, the City of North Vancouver Council members requested a session to demarcate the first steps to begin a fulsome Equity, Diversity, Inclusion and Reconciliation process and program within the organization. As this is a new program of work for Council, an initial action plan could help lay the foundation for an appropriate budget assignment, as well as to enable the organization to obtain guidance and support from expert consultants, staff and individuals and communities experiencing systematic racism and discrimination.

Mayor Buchanan, on behalf of City Council, introducing the Strategic Priorities for 2018 – 2022, a first for any council in the City noted:

"Cities are about people, and as a Council, the work we do must be focused on people. We are committed to creating a city that is connected, liveable, vibrant and prosperous. A city that our residents can be proud of, enjoy and love.

To build a caring community, we need to have a deep understanding of who we are and the many factors that influence our residents' lives. We are blessed with the natural beauty of this place we call home. We are fortunate to have a diverse and thriving population with a strong sense of community well-being, and the largest working age population on the North Shore. We have much to celebrate and to be thankful for.

However, we face our fair share of challenges as well, and we must respond to those challenges in innovative ways....

Most critically, we face problems of inequity, which permeates everything from housing to transportation, health to childcare. As a City, we need to ensure everything we do, from our built form to the services and programs the City supports, to the way we engage with our citizens, not only lifts each and every one of us up, but also increases the health and well-being of our community as a whole".

The City of North Vancouver has as its vision the goal to become the Healthiest Small City in the World. Equity, Diversity, Inclusion and Reconciliation (EDIR) are essential components to the City's vision.

# Scope and Structure of Work

Two facilitators, with expertise in EDIR work, as well as in local government processes, facilitated this inaugural work.

"Through guided discussion and facilitated small groups, explore opportunities to 'move the dial' on Equity, Diversity, Inclusion and Reconciliation within both the organization and the community, and reach consensus on actions moving forward"

- Create a facilitated space for members of Council and the CAO to share with openness, their thoughts on the current state of the City's work related to EDIR and if further work is required with immediacy.
- If confirmed, to determine the next steps Council will take to build on its current foundation of Equity, Diversity, Inclusion and Reconciliation.
- Deliver a report summarizing the work, including recommended next actions.

Appendix A (attached) provides the resources, which Council were provided prior to their interviews and facilitated workshop.

Appendix B (attached) provides definitions for terms used in the engagement and this report.

Action items for Council to consider moving forward with immediately were to be determined through two project components:

- 1. One-on-one interviews with each member of Council and the CAO.
- 2. A three-hour facilitated workshop with Mayor and Council.

#### Interviews included:

- Background materials to assist in the subject areas were provided one week in advance of the interviews. These included foundational resources on Equity, Diversity, Inclusion and Reconciliation.
- These interviews guided the Council facilitation on March 31, 2021 and have assisted in completion of the final report.

## Workshop objectives included:

- Confirm the role of Council in this work;
- Explore opportunities to 'move the dial' on Equity, Diversity, Inclusion and Reconciliation within both the organization and the community;
- Reach consensus on actions moving forward.

# **Priority Action Items**

## Training for Council and Staff

Equity, Diversity and Inclusion, including anti-racism training AND Indigenous Cross-Cultural training – Including UN Declaration on the Rights of Indigenous Peoples in accordance with Truth and Reconciliation Calls to Action for Municipalities.

## Staff Diversity – hiring, retention, and growth

Review hiring practices for diversity and inclusion, including outreach, and remove any barriers.

## Council and Council Policy

Review, and update key related policies: Representative workforce, Anti-racism/ whistleblower and related

Review current committees for alignment with the Strategic Plan 2018-2022.

- Determine goals for diverse community participation on committees
- Ensure diverse committee representation

## City Spaces (Physical and Virtual)

Consideration and implementation to foster a more inviting physical and digital space to welcome the community (i.e., buildings and website/social media)

## Reconciliation

- Engage further training for Council and Staff on Reconciliation
- Process identified to understand the purpose and meaning, and for confirmation of City of North Vancouver land acknowledgement.
- Engage with local Nations to further develop relationships and partnerships
- Engage with local Nations regarding parks named after past Chiefs and leaders. Determine whether local communities wish to honour the park names as they are, rename them or take any other appropriate action
- Incorporate Indigenous art and language (with permissions) as a way to honour and tell stories of the land.

# **Medium Term Action Items**

## Training and Policy

- Ensure areas such as training become ongoing and systematic
- Staff Diversity review results in a program to support Staff
- Policy review continues and deepens (procurement, services)

## City Spaces

 Ensure committees examining and improving public spaces have a EDIR lens for recommendations

## Community Partnerships

- Consider membership in the Coalition of Inclusive Municipalities
- Participate in, support and contribute to current work being done by others
- Employ appropriate committee(s) to advise on the recognition and/or celebration of important dates through community engagement

### Reconciliation

 Reinvigorate opportunity for Council-to-Council meetings in a reconciliation environment with local Nations





The City of North Vancouver has as its vision the goal to become the Healthiest Small City in the World.

Equity, Diversity, Inclusion and Reconciliation (EDIR) are essential components to the City's vision.

# Conclusion

Equity, Diversity, Inclusion and Reconciliation are essential societal goals. The commitment and energy exerted by governments, organizations and corporations towards ensuring successful progress and outcomes with these goals has been significant over the past decade.

Through open and respectful dialogue, the City of North Vancouver is continuing its progress towards outcomes that will move the community closer to its vision of being the Healthiest Small City in the World. This report outlines the recommended priority and medium term actions Council has identified to continue progress and ensure success.

#### **City of North Vancouver**

## <u>Preliminary Engagement Process with Mayor & Council and CAO, February'21:</u> <u>Equity, Diversity and Inclusion</u>

#### **Overarching Objective**:

The City of North Vancouver is strongly committed to cultivating an engaged, inclusive community where diversity is welcomed and celebrated. As part of the City's ongoing commitment, Mayor and Council will undertake a series of facilitated discussions between February and April to determine current actions required to further the important work related to reconciliation and decolonization, systemic and anti-racism, and equity and inclusion.

#### **Selected Resources and Material**

#### High Priority (please review prior to one-on-one interview)

- Coalition of Inclusive Municipalities, CCUNESCO
   <a href="https://en.ccunesco.ca/networks/coalition-of-inclusive-municipalities">https://en.ccunesco.ca/networks/coalition-of-inclusive-municipalities</a>
   A network of 82 Canadian cities that commit to advancing initiatives to:
  - improve their practices to promote social inclusion
  - o establish policies to eradicate all forms of racism and discrimination
  - promote human rights and diversity
     B.C. members include: Vancouver, Burnaby, Lions Bay, Victoria, Prince George,
     North Okanagan, Williams Lake and, most recently, District of North Vancouver
- ➤ The 50 30 Challenge: Your Diversity Advantage, Federal Government <a href="https://www.ic.gc.ca/eic/site/icgc.nsf/eng/07706.html#About\_the\_50/30">https://www.ic.gc.ca/eic/site/icgc.nsf/eng/07706.html#About\_the\_50/30</a>
  Program Objective: To challenge Canadian organizations to increase the representation and inclusion of diverse groups within their workplace.

Organizations aspire to two goals:

- o Gender parity ("50%") on Canadian board(s) and senior management; and
- Significant representation ("30%") on Canadian board(s) and senior management of other under-represented groups, including racialized persons, people living with disabilities (including invisible and episodic) & members of the LGBTQ2 community.
- The Diversity and Inclusion Revolution: Eight Powerful Truths, Deloitte Insights, 2018 https://www2.deloitte.com/global/en/insights/deloitte-review/issue-22/diversity-and-inclusion-at-work-eight-powerful-truths.html
- Bill 41 B.C. Declaration on the Rights of Indigenous Peoples Act, 2019 https://www2.gov.bc.ca/gov/content/governments/indigenous-people/new-relationship/united-nations-declaration-on-the-rights-of-indigenous-peoples

> Truth and Reconciliation Commission: Calls to Action, 2015 (see highlighted portions)



Truth and Reconciliation Commi

U.N. Declaration on the Rights of Indigenous Peoples, 2011 (see highlighted portions)



UN-Declaration-on-t he-Rights-of-Indigenc

> Federation of Canadian Municipalities, Pathways to Reconciliation (see pages 4, 16)



Federation of Canadian Municipaliti

➤ In Plain Sight: Addressing Indigenous-specific Racism and Discrimination in B.C. Health Care (see pages 31-35)

https://engage.gov.bc.ca/app/uploads/sites/613/2020/11/In-Plain-Sight-Full-Report.pdf

> Truth and Reconciliation Commission Calls to Action adopted, City of Vancouver, 2016



City of Vancouver TRC calls to action iter

➢ BlackNorth Initiative <a href="https://blacknorth.ca/">https://blacknorth.ca/</a> Led by The Canadian Council of Business Leaders Against Anti-Black Systemic Racism, The BlackNorth Initiative is on a mission to end anti-Black systemic racism throughout all aspects of our lives by utilizing a business first mindset. To date, over 300 CEO's have signed the pledge <a href="https://blacknorth.ca/the-pledge/">https://blacknorth.ca/the-pledge/</a>.

3 Ways to Challenge White Fragility, Robin DiAngelo (9 minutes) https://www.youtube.com/watch?v=5xtZ0nAFHow

#### **Other Resources**:

Video: Gender Diversity 101, TransFocus Consulting, 2020 (54 minutes) <a href="https://www.youtube.com/watch?feature=youtu.be&v=sAOOGwja9nU">https://www.youtube.com/watch?feature=youtu.be&v=sAOOGwja9nU</a>

World Economic Forum - Fighting systemic racism: Over 40 global companies form coalition to bring racial justice to the workplace, 2021

https://www.weforum.org/our-impact/fighting-systemic-racism-over-40-global-companies-form-coalition-to-bring-racial-justice-to-the-workplace

Advancing Equity and Inclusion: A Guide for Municipalities, 2015 https://www.cawi-ivtf.org/publications/advancing-equity-and-inclusion

Immigrant Employment Council of B.C. <a href="https://iecbc.ca/our-work/about-us/">https://iecbc.ca/our-work/about-us/</a>

Federal Accessibility Legislation

https://www.canada.ca/en/employment-social-development/programs/accessible-canada/reports/consultations-what-we-learned.html

B.C. Accessibility Legislation (underway)

https://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/accessibility/background

9 Phrases Allies Can Say When Called Out Instead of Getting Defensive, 2017 <a href="https://robindiangelo.com/wp-content/uploads/2020/06/9-Phrases-Allies-Can-Say-When-Called-Out-Instead-of-Getting-Defensive.pdf">https://robindiangelo.com/wp-content/uploads/2020/06/9-Phrases-Allies-Can-Say-When-Called-Out-Instead-of-Getting-Defensive.pdf</a>

COVID-19 B.C. Gender Equality Report Card, West Coast LEAF <a href="http://www.westcoastleaf.org/our-publications/covid-19-bc-gender-equality-report-card/">http://www.westcoastleaf.org/our-publications/covid-19-bc-gender-equality-report-card/</a>

The Present and Future of Women at Work in Canada, June 2019, McKinsey & Company <a href="https://www.mckinsey.com/ca/our-insights/the-present-and-future-of-women-at-work-incanada">https://www.mckinsey.com/ca/our-insights/the-present-and-future-of-women-at-work-incanada</a>

Lean In - 50 Ways to Fight Bias https://leanin.org/gender-bias-cards

Characteristics of White Supremacy Culture, Allies for Racial Equity <a href="https://www.uuare.org/cwsc/">https://www.uuare.org/cwsc/</a>

Outsmarting Our Brains: Overcoming hidden biases to harness diversity's true potential <a href="http://www.rbc.com/diversity/docs/overcoming-hidden-biases.pdf">http://www.rbc.com/diversity/docs/overcoming-hidden-biases.pdf</a>

Qmunity, B.C.'s Queer, Trans, and Two-Spirit Resource Centre <a href="https://qmunity.ca/news/qmunitys-solidarity-allyship-response-re-anti-black-racism/">https://qmunity.ca/news/qmunitys-solidarity-allyship-response-re-anti-black-racism/</a>

White Fragility and Microaggressions in the Workplace: When Good People Behave Badly, 2020 https://www.youtube.com/watch?v=VF5W3oSPB58

Red Women Rising, Indigenous Women Survivors in Vancouver's Downtown Eastside <a href="https://dewc.ca/resources/redwomenrising">https://dewc.ca/resources/redwomenrising</a>

Book - 21 Things You May Not Know About the Indian Act, by Bob Joseph <a href="https://www.ictinc.ca/books/21-things-you-may-not-know-about-the-indian-act">https://www.ictinc.ca/books/21-things-you-may-not-know-about-the-indian-act</a>

Book - Blind Spot: Hidden Biases of Good People, by Mahzarin R. Banaji and Anthony G. Greenwald http://blindspot.fas.harvard.edu/

Free eBooks, Indigenous Corporate Training (ictinc.ca)

https://www.ictinc.ca/23-tips-on-what-not-to-say-or-do

https://www.ictinc.ca/40-tips-for-local-gov

https://www.ictinc.ca/27-tips-on-what-to-say-and-do

Book: So You Want to Talk About Race, by Ijeoma Oluo

https://www.amazon.ca/You-Want-Talk-About-Race/dp/1580058825

Book: How to Be An Antiracist, by Ibram X. Kendi

https://www.chapters.indigo.ca/en-ca/books/how-to-be-an-antiracist/9780525509288-

item.html

#### **Demographics**:

Immigrant Demographics City of North Vancouver, 2018

https://nsiip.ca/wp-content/uploads/2019/02/City-of-North-Vancouver-Immigrant-Demographic-Profile-2018.pdf

City of North Vancouver, 2015 Community Profile

https://issuu.com/cityofnorthvancouver/docs/2015\_community\_profile

#### City of North Vancouver

## <u>Preliminary Engagement Process with Mayor & Council and CAO, February'21:</u> <u>Equity, Diversity and Inclusion</u>

#### **Overarching Objective**:

The City of North Vancouver is strongly committed to cultivating an engaged, inclusive community where diversity is welcomed and celebrated. As part of the City's ongoing commitment, Mayor and Council will undertake a series of facilitated discussions between February and April to determine current actions required to further the important work related to reconciliation and decolonization, systemic and anti-racism, and equity and inclusion.

#### **Working Definitions**

#### **DIVERSITY**

Diversity refers to the variety of differences and similarities/dimensions among people, such as gender, race/ethnicity, tribal/indigenous origins, age, culture, generation, religion, class/caste, language, education, geography, nationality, disability, sexual orientation, work style, work experience, job role and function, thinking style, and personality type.

Source: Global Diversity and Inclusion Benchmarks 2016, The Diversity Collegium

#### **INCLUSION**

Inclusion refers to belonging. When you belong, you are accepted for the unique traits that make you different from other people, and you accept others for theirs. This means that you do not have to change or hide parts of yourself to 'fit in'. You can be flexible in your approach to building relationships across differences – both to be yourself and to meet others as they are. Achieving inclusion is the shared responsibility of everyone.

Source: Simon Fraser University, EDI Resources

#### **EQUITY**

Equity is about fairness. Equity recognizes differences and takes those differences into account to ensure a fair outcome. This is different from equality, which is treating everyone the same. Equity recognizes that injustices have occurred and continue to occur, and involves removing barriers, biases, and obstacles that impede equal access and opportunity to succeed.

Source: Simon Fraser University, EDI Resources

#### RECONCILIATION

Reconciliation is about establishing and maintaining a mutually respectful relationship between Aboriginal and non-Aboriginal peoples in this country. In order for that to happen, there has to be awareness of the past, an acknowledgement of the harm that has been inflicted, atonement for the causes, and action to change behaviour.

Source: Truth and Reconciliation Commission

#### **DECOLONIZATION**

Decolonization works to expose and dismantle unjust structures of power that were put in place by colonialism. It acknowledges that (cities were) built through the dispossession of Indigenous lands, and was initially designed to represent the voices and values of a limited few. To decolonize is to extricate ourselves from these systems that have been inherited and imposed, and to dismantle systemic barriers to the assertion of Indigenous sovereignty, inherent responsibilities, Indigenous truths and the reconnection to land, culture, and family.

Decolonization and equity work together by recognizing that in our colonial context, equity cannot be achieved without a parallel and specific focus on decolonization.

Source: City of Vancouver

#### **RACISM**

Racism is the inequitable distribution of opportunity, benefit or resources across ethnic/racial groups.

Source: Yin Paradies, Deputy Director – Centre for Citizenship and Globalization

#### SYSTEMIC RACISM

Systemic racism is enacted through routine and societal systems, structures, and institutions such as requirements, policies, legislation, and practices that perpetuate and maintain avoidable and unfair inequalities across racial groups, including the use of profiling and stereotyping.

Source: In Plain Sight – Full Report November 2020

#### SYSTEMIC OR INSTITUTIONAL DISCRIMINATION

Consists of patterns of behaviour, policies or practices that are part of the social or administrative structures of an organization, and which create or perpetuate a position of relative disadvantage for racialized persons. These appear neutral on the surface but, nevertheless, have an exclusionary impact on racialized persons.

Source: What we heard — Informing Canada's Anti-Racism Strategy report 2019

#### **DISCRIMINATION**

Treating someone unfairly by either imposing a burden on them, or denying them a privilege, benefit or opportunity enjoyed by others, because of their race, citizenship, family status, disability, sex or other personal characteristics.

Source: What we heard — Informing Canada's Anti-Racism Strategy report 2019

#### **COMMUNITY**

Indigenous communities, peoples, and nations are those that, having a historical continuity with pre-invasion and pre-colonial societies that developed on their territories, consider themselves distinct from other sectors of the societies now prevailing in those territories, or parts of them.

Source: José Martinez Cobo, International Work Group for Indigenous Affairs 2011





CITY OF NORTH VANCOUVER **BRITISH COLUMBIA** 

### Proclamation

### PHILIPPINE DAY

the Filipino-Canadian Community of Metro Vancouver celebrates the

123<sup>rd</sup> Anniversary of the Proclamation of Philippine Independence on

June 12, 2021;

Whereas historically the Philippine Days Festival brings together Filipino-

Canadian families and communities in recognition of their rich cultural heritage, and while this event has been postponed due to the Covid-19

pandemic, we look forward to welcoming the festival back in 2022;

And Whereas the Filipino-Canadian community has made significant social, cultural

and economic contributions to the cultural diversity that has made the

City of North Vancouver a rich and flourishing society;

Now Therefore I, Linda Buchanan, Mayor of the City of North Vancouver, do hereby

proclaim June 12, 2021 as Philippine Day in the City of North

Vancouver, the traditional territories of the Squamish and Tsleil-

Waututh Nations.

So proclaimed on Monday, June 7, 2021

Mayor Linda Buchanan



### THE CORPORATION OF THE CITY OF NORTH VANCOUVER

#### **BYLAW NO. 8829**

### A Bylaw to amend "Zoning Bylaw, 1995, No. 6700"

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

- 1. This Bylaw shall be known and cited for all purposes as "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8829" (City of North Vancouver, 2300 Lonsdale Avenue and 116 East 23<sup>rd</sup> Street, CD-165 Text Amendment).
- 2. Part 11 of Division V: Comprehensive Development Regulations of Document "A" of "Zoning Bylaw, 1995, No. 6700" is hereby amended by:
  - A. Adding the following to Section 1101 in "CD-165 Comprehensive Development 165 Zone" after section (4):
    - (5) Maximum Lot Coverage for Principal Buildings shall be limited to 55 percent;
    - (6) Principal and Accessory Buildings shall be sited as follows:
      - (a) a minimum 1 metre from the north property line;
      - (b) a minimum of 7.62 metres from the east property line;
      - (c) a minimum of 7.62 metres from the south property line;
      - (d) a minimum of 5.6 metres from the west property line;
    - (7) Secure Bicycle Parking
      - (a) The minimum number of Secure Bicycle Parking spaces provided in the Harry Jerome Community Recreation Centre, the largest of the Principal Buildings on site, shall be 45;
      - (b) The 45 required Secure Bicycle Parking Spaces may be provided within one room;
      - (c) End Destination Facilities provided within the Harry Jerome Community Recreation Centre are not required to be separated by gender, and shall include a minimum of 2 water closets, 4 wash basins, 4 showers, 4 grooming stations and 80 lockers;
    - (8) Short-Term Bicycle Parking
      - (a) Section 10A03(1)A (minimum distance from a main entrance) shall be waived, provided that all short-term bicycle parking is located in a highly visible location that is well-trafficked by pedestrians.

Document: 2035451-v2

B.	Replacing Schedule 141 with the schedule attached to this bylaw.		
		READ a first time on the 12 <sup>th</sup> day of April, 2021.	
		READ a second time on the 12 <sup>th</sup> day of April, 2021.	
		READ a third time on the 10 <sup>th</sup> day of May, 2021.	
		APPROVED pursuant to section 52(3)(a) of the <i>Transportation Act</i> on the 3 <sup>rd</sup> day of June, 2021.	
		ADOPTED on the <> day of <>, 2021.	
		MAYOR	
		CORPORATE OFFICER	

Page 2 Document: 2035451-v2

CD-165
Text Amendment

Amending Bylaw No. 8829

### **SCHEDULE 141**

Page 1 of 1

### TITLE: TRANSFERABLE DENSITY RECORD

The following table records the density assignment for 2300 Lonsdale Avenue and 116 East 23<sup>rd</sup> Street (The "Donor Site"), which is zoned CD-165. As per Section 1 of the CD-165 Zone, the maximum density within the CD-165 Zone is 2.5 times the lot area (27,700 sq. m. / 298,160 sq. ft.). This table maintains a record of any residual density on Donor Site and density (Gross Floor Area) transferred to Recipient Sites through rezoning.

Donor Site	A. Total CD-165 Permitted Gross Floor Area (2.5 FSR)	B. On-site Built Gross Floor Area	C. Residual Site Density (A – B)		
2300 Lonsdale Avenue and 116 East 23 <sup>rd</sup> Street	69,250 sq. m.	<ul> <li>2,703 sq. m. (Centennial Theatre)</li> <li>15,086 sq. m. (Harry Jerome Community Centre)</li> <li>1835 sq. m. (Silver Harbour)</li> </ul>	49,626 sq. m.		
RECORD OF DENSITY TRANSFER					
Recipient Sites Approved Through Density Transfers	Transferred Gross Floor Area	Zoning Amendment Bylaw #	Remaining Residual Density on Site (Donor Site)		

The Corporation of the City of North Vancouver Bylaw, 2021, No. 8829

Document: 2035451-v2





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### For Metro Vancouver meetings on Friday, May 28, 2021

Please note these are not the official minutes. Board in Brief is an informal summary. Material relating to any of the following items is available on request from Metro Vancouver. For more information, please contact:

Greg. Valou@metrovancouver.org.

### **Metro Vancouver Regional District**

E1.1 Metro 2050 Draft Policy Language: Goal 4 – Provide Diverse and Affordable Housing RECEIVED Choices and Goal 5 – Support Sustainable Transportation Choices

Metro Vancouver staff, in collaboration with the *Metro 2050* Intergovernmental Advisory Committee, have drafted new and amended content for *Metro 2050* Goal 4, which is to "provide diverse and affordable housing choices" and Goal 5, to "support sustainable transportation choices." The content has been prepared in alignment with the MVRD Board-endorsed policy recommendations from the *Metro 2040* housing and transport policy reviews, respectively, which were completed in collaboration with member jurisdictions and stakeholders throughout 2020 and early 2021.

### The changes focus on:

- increasing the supply of transit-oriented, affordable rental housing;
- confirming Metro Vancouver's role in monitoring housing data;
- calling for expanded measures to address housing speculation and vacant homes;
- new policies added focusing on the specific housing needs of lower income households, people experiencing homelessness and better protecting tenants;
- utilizing the Major Transit Growth Corridors concept to align with Transport 2050;
- improved policies related to transportation issues such as parking, active transportation, new mobility, goods movement, transport-related air quality and noise impact, and integration with regional land use planning; and
- improving resiliency in the housing and transportation policy areas.

In accordance with the approved project schedule, in June 2021 staff will present a complete draft of *Metro 2050* to the Regional Planning Committee and MVRD Board for consideration, with a recommendation that it be referred out for formal comment between July and November 2021.

The Board received the report for information.

### E1.2 Metro Vancouver Industrial Lands Intensification Analysis Study

RECEIVED

To advance the actions of the *Regional Industrial Lands Strategy* (RILS), Metro Vancouver commissioned a study to further explore the opportunities and challenges around industrial intensification and densification in the region.



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The study builds on past research undertaken by Metro Vancouver exploring industrial lands intensification, and summarizes the key drivers of industrial intensification, provides examples and recommendations for developing higher density industrial forms, and offers recommendations to support intensification.

Metro Vancouver will continue to work with member jurisdictions, agencies and stakeholders to advance the recommendations of the RILS, including effective use of the region's limited industrial lands. Successfully achieving the vision of the RILS will require the continued close collaboration and partnership with stakeholders, and a long-term shared commitment by Metro Vancouver and its member jurisdictions. The study's recommendations include collaborating with member jurisdictions to implement RILS through:

- updating municipal zoning bylaws to permit the intended industrial activities, including new and emerging forms of industry and supportive accessory uses;
- zoning bylaw provisions that encourage density build out and/or creative design solutions;
- reviewing parking requirements for industrial developments;
- encouraging lot consolidation to create larger development sites; and
- advancing "bring-to-market" strategies to encourage reinvestment and more intensive development of industrial lands.

The Board received the report for information.

### E1.3 Metro 2050 Regional Resilience Framework

RECEIVED

This report conveys the Metro 2050 Regional Resilience Framework, which investigated how to integrate resilience into Metro 2050 and Transport 2050, the two long-range regional growth management and transportation plans currently being developed by Metro Vancouver and TransLink.

The framework includes a definition of resilience as it pertains to regional growth management and transportation, an evaluation framework to test the resilience of Metro 2050 and Transport 2050, an assessment of Metro 2040's policies, and recommendations to increase the resilience of proposed policies for Metro 2050. The recommendations include actions for Metro Vancouver to:

- support member jurisdictions in adopting hazard, risk and vulnerability analysis into long-range planning;
- regionally coordinate data and mapping of critical infrastructure;
- incorporate the updated regional greenways network to increase active transportation options;
- couple climate mitigation and adaptation strategies to increase climate resilience;
- focus on strategies to reduce the need for travel, in addition to transportation capital investment; and
- work with member jurisdictions to address social inequity to decrease vulnerability to a wide range of stresses and shocks.

The Board received the report for information.



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### E2.1 Regional Parks 2020 Annual Report

RECEIVED

In 2020, Metro Vancouver worked to keep parks open and visitors safe during the COVID-19 pandemic. There were 16.5 million visits to regional parks — a 38% increase over 2019.

Staff demonstrated flexibility and creativity to continue the delivery of park programs safely. As a result, 5,629 people were able to take part in 310 programs, events and outreach activities while close to 2,500 volunteers and park partners contributed more than 8,237 hours to stewardship, education and interpretive programs. Nearly 240 hectares of land was added to the regional parks system while staff advanced numerous planning, design and asset management initiatives.

The Board received the report for information.

### E3.1 Update to the 2019-2022 Board Strategic Plan

**APPROVED** 

A workshop was held February 26 to 27 as an opportunity for Directors to assess progress on the current *Board Strategic Plan*, to consider any adjustments, and to reflect on the changing landscape around resilience, equity, reconciliation and prosperity.

Throughout the workshop, diverse opinions were expressed, with some common themes emerging. Staff have compiled the comments and feedback provided at the workshop and proposed minor updates to the plan. The proposed updates were presented along with a design version of a 2021 update to the *Board Strategic Plan* 2019-2022 in addition to of an appendix showcasing Board accomplishments of the past two years.

The Board approved the updated 2019-2022 Board Strategic Plan as presented.

#### E3.2 2020 Statement of Financial Information

**APPROVED** 

The Financial Information Act is provincial legislation that requires local governments to annually prepare and submit to the Board for approval a report called the Statement of Financial Information (SOFI). The SOFI consists of a series of statements and schedules, three of which are an integral part of the 2020 annual audited financial statements, which were approved by the Board on April 30.

Seven additional schedules include payments of remuneration and expenses for elected officials and employees, and payments made to suppliers for goods and services.

The Board approved the Statement of Financial Information for the year ended December 31, 2020.



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### E3.3 Project Delivery Best Practice Response - Capital Project Governance & Stage Gate Framework

RECEIVED

Metro Vancouver is implementing best practices related to governance and oversight on capital projects. A key deliverable is to implement a formalized stage gate framework, with the goal of supporting the Metro Vancouver Board and Committees in achieving greater insight and clarity into highest value, risk and consequence projects, including more consistent information with which to make decisions over the lifecycle of a project. A stage gate is a point in time where the governing body makes go/no-go decisions at defined points throughout the project lifecycle. The implementation of stage gates as a key measure to improve project governance is based on a KPMG review of Metro Vancouver project delivery practices and a review of governance practices and stage gate frameworks used by other jurisdictions.

The Board received the report for information.

#### E4.1 Metro Vancouver External Agency Activities Status Report - May 2021

RECEIVED

The Board received for information reports from Metro Vancouver representatives to the following external organizations:

- Delta Heritage Airpark Management Committee
- Fraser Valley Regional District Indigenous Relations Committee
- Fraser Valley Regional Library Board
- Katzie Treaty Negotiation Table
- Lower Mainland Flood Management Strategy Leadership Committee
- Lower Mainland Local Government Association
- Municipal Finance Authority of BC
- Ocean Watch Action Committee
- Pacific Parklands Foundation
- Sasamat Volunteer Fire Department Board of Trustees
- **UBCM**
- Western Transportation Advisory Council

### G1 - Cancellation of Provincial Climate Action Revenue Incentive Program - On Table

**APPROVED** 

The Board authorized the Board Chair to write a letter to the Provincial Minsters of Municipal Affairs, Finance, and Environment and Climate Change Strategy, plus the Minister responsible for Housing about the cancellation of the provincial Climate Action Revenue Incentive Program (CARIP) including financial implications, impacts of the cancellation of the program and requesting an environmentally-sustainable replacement of the CARIP with an improved program with payments to start in 2022 without conditions.

The Board also referred the matter of the cancellation of the CARIP program to the Climate Action Committee and directed staff to prepare an additional response that provides details on suggested improvements to the program.



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### I 1 Committee Information Items and Delegation Summaries

RECEIVED

The Board received information items and a delegation summary from standing committees.

Indigenous Relations Committee - May 6, 2021

Information Items:

### 5.2 Indigenous Relations Program Activities

This report outlines the Indigenous Relations Program's current and ongoing activities, divided into major categories. In addition, the report provides statistics on the number of activities Indigenous Relations staff have assisted with over the past five years, and a breakdown of the total number activities for 2020, organized by Metro Vancouver's departments.

### 5.3 Quarterly Report on Reconciliation Activities

This report provides a summary of reconciliation events and activities undertaken by Metro Vancouver over the past several months as well as information on upcoming events and activities over the next few months.

Finance and Intergovernment Committee - May 12, 2021

**Delegation Summaries:** 

#### 3.1 Nathan Davidowicz

Information Items:

### 5.4 Project Delivery Department - Governance Transition

The Finance and Intergovernment Committee is now the Metro Vancouver Board standing committee providing oversight for highest value, risk and consequence projects. This report serves to support this transition of governance by providing an overview of two of these projects being delivered by the Project Delivery Department on behalf of Liquid Waste and Water Services, respectively.

### Metro Vancouver Housing Corporation

### E1.1 Canada Mortgage and Housing Corporation Seed Funding Agreements - Signing Resolutions

APPROVED

Metro Vancouver Housing has received \$445,000 in seed funding for three affordable housing developments at Eastburn Square, Burnaby (\$150,000), Southwynde, Burnaby (\$150,000) and Poplar Landing, New Westminster (\$145,000). The Canada Mortgage and Housing Corporation requires MVHC to sign loan and contribution agreements to receive the approved seed funding and requires their standard form of Directors' resolutions to be passed and certified. MVHC staff is requesting that the MVHC Board authorize the execution and delivery of the loan and contribution agreements as previously detailed.

The Board authorized the resolutions to execute and deliver the loan and contribution agreements as required by the Canada Mortgage and Housing Corporation for the purposes of the seed funding for



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Eastburn Square, Burnaby (CMHC Seed #9238237), Southwynde, Burnaby (CMHC Seed #7887237), and Poplar Landing, New Westminster (CMHC Seed #5020054), affordable housing developments.

### E1.2 Project Estimating Framework for MVHC Capital Projects

RECEIVED

In November 2020, Metro Vancouver's Project Delivery Department provided a report and presentation to the Finance and Intergovernment Committee titled, "Project Delivery Best Practice Response - Project Estimating Framework." The report provided information regarding best practice response in the area of project cost estimating and control for the Project Delivery Department. Metro Vancouver Housing is applying the Metro Vancouver Project Estimating Framework structure to provide consistency of cost estimating results for development and comprehensive rehabilitation projects, resulting in stabilized project cost forecasts.

The Board received the report for information.

#### I 1 Committee Information Items and Delegation Summaries

RECEIVED

The Board received information items from a standing committee.

Housing Committee - May 5, 2021

Information Items:

### 5.2 Status of Metro Vancouver Housing Corporation Capital Expenditures to December 31, 2020

The capital expenditure reporting process to Standing Committees and Boards provide for regular status updates on capital expenditures. This is the year-end report for 2020, which compares capital spending for the 2020 fiscal year to the annual budget. In 2020, annual capital expenditures for the Metro Vancouver Housing Corporation (MVHC) were \$12.7 million compared to a capital budget of \$34.3 million. The variance is a result of delays in receiving city permits at the Kingston Gardens redevelopment in Surrey and a change to the scope to the Welcher Avenue redevelopment in Port Coquitlam extending the design process. Any capital funding surplus will remain with MVHC and be returned to its reserves to fund future capital projects.

### 5.4 Metro Vancouver Housing Approach to Operational Partnerships

Metro Vancouver Housing is working to implement the Metro Vancouver Housing 10-Year Plan goals to expand its portfolio of affordable rental housing through redevelopment, acquisition of new housing/sites and strategic partnerships. The 10-Year Plan emphasizes the need for partnerships to leverage equity through provincial and federal funding support, and to collaborate and partner with other non-profits to support affordable rental housing across the region.

To this end, this report explores considerations for operational partnerships with other non-profits in new developments (for example, those who serve specific populations that align well with Metro Vancouver), and recommends next steps to explore and identify potential partnership opportunities



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### **Greater Vancouver Water District**

### E1.1 Coquitlam River Watershed Roundtable's 2020 Annual Report for Greater Vancouver RECEIVED Water District

The Coquitlam River Watershed Roundtable (CRWR) is a non-profit society with a mission "to preserve and enhance the health of the Coquitlam River Watershed through collaboration, education and advisory action." GVWD has a three-year (2020-2022) contribution agreement to the CRWR, via the Watershed Watch Salmon Society as financial trustee, for \$34,000 annually. This funding supports a paid full-time coordinator role and a number of community initiatives in the cities of Coquitlam and Port Coquitlam that provide public education and environmental outreach in the lower Coquitlam River watershed. Key funding organizations in addition to GVWD include the Kwikwetlem First Nation, City of Coquitlam and City of Port Coquitlam, as well as several industry and business contributors. The CRWR met the requirements of the GVWD Contribution Agreement in 2020.

The Board received the report for information.

### E1.2 Award of Contract Resulting from Tender No. 20-154: Pebble Hill Reservoir Unit No. 1 APPROVED & 2 Seismic Upgrades

The Pebble Hill Reservoir Unit No. 1 & 2 Seismic Upgrades Project is located at 411 Milsom Wynd, in the City of Delta. The work involves construction of interior seismic force resisting systems, thickening of perimeter walls and footings, roof slab strengthening, repair of columns, joint sealant replacement and installation of rooftop sports facilities. As a result of Request for Qualifications No. 18-117, five experienced firms were shortlisted and invited to respond to the tender.

The Board approved award of a contract in the amount of \$7,062,500 (exclusive of taxes) to Bennett Mechanical Installations (2001) Ltd. resulting from Tender No. 20-154: Pebble Hill Reservoir Unit No. 1 & 2 Seismic Upgrades, subject to final review by the Commissioner.

### I 1 Committee Information Items and Delegation Summaries

RECEIVED

The Board received information items from a standing committee.

Water Committee - May 13, 2021

Information Items:

### 5.2 GVWD Watershed Wildfire Preparedness Update

Metro Vancouver provides clean, safe drinking water to 2.7 million residents. An integral component of this service is management of the forested lands surrounding Capilano, Seymour and Coquitlam reservoirs. These water supply lands are closed to the public for protection from pollution and fire, and to ensure they are solely used for drinking water supply. The watersheds have a historically low incidence of fire due in large part to these restrictions. Consequently, the primary cause of fire is from lightning strikes during periods of moderate to high fire danger. Most fires are extinguished quickly and without incident due to



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rapid discovery made possible by real-time lightning detection, staff patrols, local air traffic and public reports.

The Water Services Protection Program has staff with expertise in wildfire management, equipment available for strategic deployment, a resource sharing agreement, and monitoring stations ready for the 2021 fire season.

### 5.4 Water Supply Forecast and Water Consumption Update for Summer 2021

This report summarizes the current state of source water supply and trends in water use, and reflects current plans for operating the source reservoirs and water system this summer and fall. The existing snowpack, overall precipitation in the form of rainfall, and expected full source lake storage will be sufficient to ensure adequate water supply for the 2021 summer season. Peak day and winter water use continue to decrease while average day water use is starting to stabilize, indicating the importance of continued conservation initiatives. System improvements have increased the capacity of the transmission system to meet peak summer demands.

### 5.5 Update on Cleveland Dam Safety Enhancements Program

Metro Vancouver is updating the public warning system along the Capilano River downstream of the Cleveland Dam. This includes installing audible and visible alarms, installing new signage, evaluating access areas, and enhancing our communications and education. Starting May 13, the first of two phases of public engagement will begin, during which the public, stakeholders and First Nations will be invited to provide input on various themes to help inform the design of the long-term enhanced public warning system. This work is in addition to extensive internal reviews of our dam operations and procedures.

### Greater Vancouver Sewage and Drainage District

E1.1 Award of Contract Resulting from Request for Proposal No. 20-349: New Westminster Interceptor - Columbia Section Rehabilitation by Sliplining

**APPROVED** 

The New Westminster Interceptor - Columbia Section is located on Columbia Street in New Westminster. Inspections have determined that it is in a degraded condition and needs to be rehabilitated. RFP 20-349 was issued to three shortlisted contractors in February 2021 and closed in April. Three proposals were received, and were evaluated for technical and financial performance.

The work involves sliplining approximately 1.6 kilometres of the existing sewer, with work to start this summer. The timing of this work is synchronized with the Pattullo Bridge Replacement project to minimize the duration of impacts to the local business community.

The Board approved the award of a contract for an amount of up to \$26,219,750 (exclusive of taxes) to Oscar Renda Contracting of Canada resulting from RFP No. 20-349, subject to final review by the Commissioner.



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### E2.1 Regional Harmonization of Single-Use Item Reduction Bylaws

**APPROVED** 

A harmonized regulatory approach for single-use items across the region would benefit both residents and businesses. Metro Vancouver does not have the authority to regulate the sale or distribution of single-use items. The primary regulatory tool used currently is municipal single-use item bylaws. Approved bylaws within the region are generally consistent but not identical.

Three municipalities have written to Metro Vancouver requesting a consistent regional regulatory approach be pursued. To support members seeking to implement bylaws.

The Board directed staff to collaborate with member jurisdictions, the B.C. Ministry of Environment and Climate Change Strategy and other stakeholders on the development of a standard for municipal single-use item reduction bylaws for the Board's consideration.

#### E3.1 North Shore Wastewater Treatment Plant Debt Amortization

**APPROVED** 

The Board directed staff to consider an option to look at a 30-year amortization term for the North Shore's share of the North Shore Wastewater Treatment Plant Project only, and directed staff to organize a Board workshop on the amortization terms.

G1.1 Greater Vancouver Sewerage and Drainage District Trucked Liquid Waste Bylaw No. 345, 2021; Sani-dump Bylaw No. 346, 2021; Sewer Use Amending Bylaw No. 347, 2021

APPROVED

Two new bylaws were developed to improve clarity on regulatory requirements applicable to trucked liquid waste and sani-dumps. The two new proposed bylaws will complement requirements in the *Sewer Use Bylaw* which are still applicable to trucked liquid waste and sani-dump discharges. Amendments also improve compliance and alignment between the bylaws. Engagement was undertaken with industry representatives and local governments in the region from October 2019 to December 2020.

### The Board:

- Gave first, second and third readings to Greater Vancouver Sewerage and Drainage District Trucked Liquid Waste Bylaw No. 345, 2021, then passed and finally adopted said bylaw.
- Gave first, second and third readings to Greater Vancouver Sewerage and Drainage District Sewer Use Amending Bylaw No. 347, 2021, then passed and finally adopted said bylaw.
- Gave first, second and third readings to Greater Vancouver Sewerage and Drainage District Sewer Use Amending Bylaw No. 347, 2021, then passed and finally adopted said bylaw.



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#### G2.1 GVS&DD Tipping Fee and Solid Waste Disposal Regulation Amendment Bylaw No. APPROVED 348, 2021

The Greater Vancouver Sewerage and Drainage District Tipping Fee and Solid Waste Disposal Regulation Bylaw No. 306, 2017 (Tipping Fee Bylaw) sets rates and requirements at Metro Vancouver solid waste facilities. The bylaw is typically amended or replaced on an annual basis or as changes are needed. This report proposes updating the solid waste facilities listed in Schedule "A" to include United Boulevard Recycling and Waste Centre, a replacement facility for the existing Coquitlam Recycling and Waste Centre that is on leased land scheduled for redevelopment, and replace the term Transfer Station with Recycling and Waste Centre in the facility names to better reflect the range of services provided at those facilities.

The Board approved amendments to the Tipping Fee Bylaw effective June 1, 2021 to update the municipal solid waste disposal facilities listed in Schedule "A" to include United Boulevard Recycling and Waste Centre and replace the term Transfer Station with Recycling and Waste Centre in the facility names.

Subsequently, the Board gave first, second and third readings to Greater Vancouver Sewerage and Drainage District Tipping Fee and Solid Waste Disposal Regulation Amendment Bylaw No. 348, 2021, then passed and finally adopted said bylaw.

### I 1 Committee Information Items and Delegation Summaries

RECEIVED

The Board received information items and a delegation summary from standing committees.

### Liquid Waste Committee - May 13, 2021

Information Items:

### 5.1 Environmental Management System for the Liquid Waste Utility

The Liquid Waste Services department has adopted the ISO 14001 Environmental Management System approach to proactively, systematically and consistently identify, evaluate and prioritize environmental risks for mitigating action. The analysis indicates that most risks related to core liquid waste utility business have rigorous management systems in place to keep these risks to a minimum.

Core risks that require strengthened mitigation include combined sewer overflows, management of compounds of emerging environmental concern and wastewater treatment air contaminants/greenhouse gas emissions. There are areas that require development of new environmental programs. These include management of solid/hazardous waste at liquid waste facilities, handling of fuel and de-icing salt, management of invasive species and air contaminants/greenhouse gas emissions from vehicles and cooling equipment.

A future Environmental Management Policy will commit the Liquid Waste Services and Water Services departments to the ISO 14001 EMS approach and drive decision-making to mitigate risks and continuously improve utility environmental performance.



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### 5.3 Testing for COVID-19 Virus in Wastewater

This report provides an overview of the Liquid Waste Services efforts related to wastewater testing which began in spring 2020 for SARS-CoV-2, the virus that causes COVID-19. Results have been posted on Metro Vancouver's website. Increasing and decreasing trends with each new wave of the outbreak or new phase of restrictions are apparent, although the concentration of the virus in wastewater varies across the region and has changed over time. In spite of numerous challenges, the results provide a valuable source of information for public health agencies. Future work is expected to include genetic sequencing by the British Columbia Centre for Disease Control and the University of British Columbia to allow for differentiation of various virus strains.

Zero Waste Committee - May 14, 2021

Information Items:

### 5.3 2021 Food Scraps Recycling Campaign Results

The 2021 "Food Scraps Aren't Garbage" campaign ran from January 11 to March 7. The primary objective was to increase the diversion of organic waste into the green bin, and the approach built on the 2019 and 2020 campaigns by continuing to use the food face characters. New in 2021 was a secondary objective to reduce contamination overall, as well as an audience segment focused on multi-family housing residents. Hyper-targeted banner ads and a new webpage were used to address common confusing items. The Green Bin Q&A on Instagram Stories also returned in 2021. Performance was strong, with 43 million total impressions, 2.8 million reach and over 30,000 website page views. The campaign will run again in early 2022.







### The Corporation of THE CITY OF NORTH VANCOUVER CITY CLERK'S DEPARTMENT

REPORT

To:

Mayor Linda Buchanan and Members of Council

From:

Karla Graham, Corporate Officer

Subject:

APPOINTMENT OF RICHARD WALTON AS NORTH SHORE

DESIGNATE TO E-COMM BOARD OF DIRECTORS – 2021-2022 TERM AND PROXYHOLDER FOR E-COMM SPECIAL MEETING TO BE HELD

JUNE 24, 2021

Date:

June 1, 2021

File No: 01-0230-20-0016/2021

The following is a suggested recommendation only. Refer to Council Minutes for adopted resolution.

### RECOMMENDATION

PURSUANT to the report of the Corporate Officer, dated June 1, 2021, entitled "Appointment of Richard Walton as North Shore Designate to E-Comm Board of Directors – 2021-2022 Term and Proxyholder for E-Comm Special Meeting to be held June 24, 2021":

THAT Richard Walton be nominated as proxyholder for the purpose of voting on behalf of City of North Vancouver Council at the E-Comm Special Meeting scheduled for June 24, 2021;

AND THAT Richard Walton be nominated to serve as the North Shore designate to the E-Comm Board of Directors for the 2021-2022 term, such Board to be elected by the E-Comm shareholders at their Annual General Meeting in September 2021.

### **ATTACHMENTS**

- 1. Correspondence from Sandra MacKay, Vice-President, Legal & Governance and Corporate Secretary, E-Comm, dated May 14, 2021;
- Correspondence from Richard Walton, Member, E-Comm Board of Directors, dated May 21, 2021.

Document Number: 2058165

REPORT: APPOINTMENT OF RICHARD WALTON AS NORTH SHORE DESIGNATE TO E-COMM BOARD OF

DIRECTORS - 2021-2022 TERM AND PROXYHOLDER FOR E-COMM SPECIAL MEETING TO BE

**HELD JUNE 24, 2021** 

Date: June 1, 2021

### DISCUSSION

On September 14, 2020, Richard Walton was nominated by Council to serve as the North Shore designate to the E-Comm Board of Directors for the 2020-2021 term. Following discussions with staff at the District of West Vancouver, on May 31, 2021, their Council approved Mr. Walton's nomination to continue to serve as the North Shore designate to the E-Comm Board of Directors for the 2021-2022 term. The Board is to be elected by the E-Comm shareholders at their Annual General Meeting in September 2021. Mr. Walton's past Board and municipal experience would continue to be of benefit to the North Shore communities.

As requested in the correspondence from E-Comm dated May 14 and 21, 2021, staff further recommend that Richard Walton be appointed as proxyholder for the upcoming Special Meeting to be held June 24, 2021.

RESPECTFULLY SUBMITTED:

Karla Graham, MMC Corporate Officer



VIA EMAIL - cbaird@cnv.org

May 14, 2021

Christine Baird, Deputy City Clerk City of North Vancouver 141 W 14<sup>th</sup> Street North Vancouver, BC V7M 1H9

Dear Ms. Baird,

RE: Advance Notification: Extraordinary (Special) General Meeting of E-Comm Shareholders to be held June 24, 2021, and Annual General Meeting to be held in September 2021

The annual general meeting (AGM) of the Shareholders (Members) of E-Comm Emergency Communications for British Columbia Incorporated ("E-Comm" or the "Company") will again be held in the fall this year, during September of 2021. We will contact you in July with the specific date of the AGM as well as to ask that you confirm your mutually agreeable nominee, together with your Designated Grouping, for the 2021-2022 Board of Directors. As each of the Directors elected in September 2020 was elected to serve until the next AGM, no additional action is required at this time with regard to the AGM.

A Special General Meeting of E-Comm Members will be held on June 24, 2021 at which meeting the Members will be asked to approve certain amendments to the E-Comm Members' Agreement and the Company's Articles which are being recommended by the Company's Board of Directors.

Notice of the Special General Meeting, a detailed explanatory Information Circular and form of Proxy will be sent to all Shareholders next week. We propose to forward those meeting materials to your attention, at the email address to which this advance notification has been sent. If these contact details are out of date, or if you prefer that the Special Meeting package be provided to another representative or representatives of your organization, we would ask you to kindly so advise us by contacting Krystal Boros, Assistant Corporate Secretary, E-Comm, at krystal.boros@ecomm911.ca.

The proposed amendments require the approval of a substantial majority of Members – we therefore thank you in advance for your consideration of the Special Meeting package and commit to providing you with any additional information which you may require in order to vote on the matters to be presented to the Special Meeting.

Yours truly,

Sandra MacKay

All hotay

Vice-President, Legal & Governance and Corporate Secretary sandra.mackay@ecomm911.ca

cc Richard Walton, E-Comm Board Director



### **Board of Directors**

Via Email - c/o cbaird@cnv.org

May 21, 2021

Mayor Linda Buchanan City of North Vancouver 141 W 14th Street North Vancouver, BC V7M 1H9

Dear Mayor Buchanan,

Re.

Proposed changes to E-Comm's Members' Agreement
Request for your support and completion of the enclosed Proxy form

It continues to be my pleasure to serve the City of North Vancouver as your representative on the Board of Directors of E-Comm Emergency Communications for British Columbia Incorporated ("E-Comm").

At a special meeting (the "Special Meeting") of shareholders (members) on June 24, 2021, E-Comm will be seeking approval of its shareholders to amend the Members' Agreement:

- a) to allow the Capital Regional District, which built and owns the new E-Comm Southern Vancouver Island Emergency Communications Centre, and those police agencies which receive call taking and dispatch services from E-Comm through that centre, to appoint a director to the E-Comm Board; and
- b) to make other changes to the Members' Agreement which would: bring it up to date, better reflect the organization's maturity and size, and better position the organization to advance future governance changes and respond appropriately to potential changes in the organization's mandate.

As your regional director, I have participated in the Board and Committee discussions concerning the proposals put forward in this proxy vote, and share the view of the E-Comm Board of Directors that these changes are in the organization's best interest and that no shareholder is prejudiced by the proposed changes.

As your representative on the E-Comm Board, I am kindly asking you to complete the attached Proxy and to vote in favour of the proposals. If you would like me to be your Proxyholder, you may simply add my name where shown on the Proxy form.

A representative of the City of North Vancouver is welcome, and I encourage you, to attend the Special Meeting on June 24, 2021, however we would nevertheless ask that the Proxy be completed in advance of the Meeting so that we are able to ensure that we have the required number of shareholders casting votes at the Meeting.

If you would like to discuss the proposals with me, or wish further information, please don't hesitate to reach out to me at <a href="mailto:richardsbwalton@gmail.com">richardsbwalton@gmail.com</a> with a copy to the Company's Corporate Secretary Sandra MacKay at <a href="mailto:sandra.mackay@ecomm911.ca">sandra.mackay@ecomm911.ca</a>. Sandra will assist me in making sure that you receive any further information which you may require.

Sincerely,

Richard Walton, Member, E-Comm Board of Directors

JUNE 24, 2021

# SPECIAL MEETING OF E-COMM MEMBERS

## Notice of Meeting, Form of Proxy and Meeting Information Circular





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Special Meeting of the Shareholders To be held June 24, 2021

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https://www.ecomm911.ca/membersportal/

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### In this Information Circular:

The term Member and Shareholder are used interchangeably as synonymous.

The term Special Meeting is used to refer to the Extraordinary General Meeting of Shareholders on June 24, 2021.

Members' Agreement refers to the Members' Agreement entered into among Class A Shareholders of the Company, as amended and restated July 1, 2010.



### ITEM 1 - NOTICE OF MEETING

Special Meeting of the Shareholders
To be held June 24, 2021

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting (the "Special Meeting" or "Meeting") of the Shareholders of E-Comm Emergency Communications for British Columbia Incorporated (the "Company") will be held on Thursday, June 24, 2021 at the hour of 10:00 a.m., via video-conferencing and tele-conferencing, to transact the following special business:

### To conduct a vote of Class A and Class B Shareholders of the Company, on proposals to:

- Approve an amendment to the Members' Agreement to provide the E-Comm Southern Vancouver Island
  Agencies with the right to appoint a Director; and
- Approve an amendment to the Company's Purpose, as set out in Section 2.1 of the Members'
   Agreement, and in the definition of permitted activities in Article 25 of the Company's Articles, to fully
   align the language of both provisions with the language set out in the Emergency Communications
   Corporations Act; and

### To conduct a vote of Class A Shareholders of the Company, on a proposal to:

 Approve additional amendments to the Members' Agreement and the Articles of the Company, including amendments to lower the special majority voting threshold for approval of extraordinary matters by the Members from 75% of shares outstanding to 2/3 of votes cast;

all as are more fully described in the Information Circular accompanying this Notice.

### **OTHER INFORMATION**

### REQUIRED APPROVALS

The proposals described at 1 and 2 above require the approval of Shareholders holding not less than 75% of the outstanding Class A and Class B shares of the Company.

The proposal described at 3 above requires the approval of Shareholders holding not less than 50% of the outstanding Class A shares of the Company.

### PROXY VOTING

All Shareholders have the right to vote by proxy or to appoint a proxyholder to attend the Meeting on their behalf. Advance proxy voting is strongly encouraged. A form of Proxy accompanies this Notice.

### VIDEO-CONFERENCING AND TELE-CONFERENCING INSTRUCTIONS

All Shareholders are entitled to attend the Meeting, whether or not they have voted by proxy or appointed a proxyholder. Instructions for attendance of the Meeting by video-conference or by tele-conference are as follows:

Firstly, please register in advance for the Meeting: https://us02web.zoom.us/meeting/register/tZUpfu2rqTguHtNRYnVTvGvnMJvPeS-NWMWQ

Secondly, please follow the further instructions for joining the Meeting which you will be provided by email following registration.

### ADDITIONAL INFORMATION

The Information Circular accompanying this Notice contains further information respecting the matters to come before the Meeting. Any requests for additional information may be directed to Sandra MacKay, Corporate Secretary at <a href="mailto:sandra.mackay@ecomm911.ca">sandra.mackay@ecomm911.ca</a> or to Krystal Boros, Assistant Corporate Secretary at <a href="mailto:krystal.boros@ecomm911.ca">krystal.boros@ecomm911.ca</a>.

DATED at Vancouver, British Columbia this 21st day of May, 2021.

BY ORDER OF THE BOARD

Als potan

Sandra MacKay, Corporate Secretary

### Enclosures:

- 1. Form of Proxy
- 2. Meeting Information Circular



### FORM OF PROXY

Special Meeting of the Shareholders To be held June 24, 2021

### INSTRUCTIONS

- 1. Every Member has the right to appoint some other person or company of their choice, who need not be a Member, to attend and act on their behalf at the meeting or any adjournment or postponement thereof. If you wish to appoint a person or company other than the persons whose names are printed below, please insert the name of your chosen proxyholder in the space provided (see below).
- 2. The shares represented by this proxy will be voted as directed by the Shareholder, however, if such direction is not made in respect of any matter, this proxy will be voted as recommended by the Board of Directors.
- 3. This proxy confers discretionary authority in respect of amendments or variations to matters identified in the Notice of Meeting or other matters that may properly come before the meeting or any adjournment or postponement thereof.

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API	POINTMENT OF PROXYHOLDER		
Plea	ase choose <u>one</u> of the two options below:		
	The undersigned hereby appoints Sandra MacKay, Corporate Secretary of E-Comm Emergence for British Columbia Incorporated, or failing her, Doug Campbell, Board Chair;	y Comm	unications
	OR .		
	The undersigned hereby appoints (insert name:) RICHARS WALTON		
	as the undersigned's proxy to attend, act, and vote on the undersigned's behalf at the Extraor General Meeting of the Members to be held on the 24 <sup>th</sup> day of June, 2021 or at any adjournment postponement thereof.		Special)
VO.	TING		
	BOARD OF DIRECTORS RECOMMENDS A VOTE <u>FOR</u> IN RESPECT OF EACH PROPOSAL. The voting selections below are not completed, your proxy designate will vote in their discretion	on.	
Clas	ss A and Class B Shareholders of the Company to vote:		
1.	Approval of an amendment to the Members' Agreement to provide the E-Comm Southern Vancouver Island agencies with the right to appoint a Director;	For	Against
	To approve an amendment to section 4.2 of the Members' Agreement to include, as new section 4.2.4, the following provision:		
	"4.2.4 The group comprised of: the Capital Regional District and those Vancouver Island police agencies, including any RCMP detachment, to which the Company provides police dispatching services, shall be entitled to designate one individual to act as director.";		
	and, as consequential amendments, by adding reference to section 4.2.4 in sections 4.2.6, 4.2.7 and 4.3.		
2.	Approval of an amendment to the Company's Purpose, as set out in Section 2.1 of the Members' Agreement, and in the definition of permitted activities in Article 25 of the Company's Articles;	For	Against
	To approve an amendment to section 2.1 of the Members' Agreement and Article 25 of the Company's Articles as described in the information circular accompanying the Notice of the Extraordinary (Special) General Meeting, in order to make the language setting out the Company's Purpose and its permitted activities fully consistent with the language of the Emergency Communications Corporations Act		

FORM	OF	PROXY
PAGE :	2	

Clas	s A Shareholders of the Compar	ny to vote:			
3.				For	Against
	To approve those further amendments to the Members' Agreement and the Articles of the Company (other than those described at 1 and 2 above) which are proposed and described in the information circular accompanying the Notice of Extraordinary (Special) General Meeting.				
		DATED this	day of		, 2021
		Name of Member (Mu	nicipality/Organization)		
		Signature of Authorized	l Representative		
	* * )	Print Name and Title			

### DEADLINE

Submitted proxies must be signed and delivered by 10:00 a.m. on June 22, 2021 to <a href="mailto:krystal.boros@ecomm911.ca">krystal.boros@ecomm911.ca</a> or by hand or mail to E-Comm Emergency Communications for British Columbia Incorporated, 3301 East Pender Street, Vancouver, B.C. V3K 5J3.



### ITEM 3 – OVERVIEW

Special Meeting of the Shareholders
To be held June 24, 2021

#### OVERVIEW – WHAT CHANGES TO THE MEMBERS' AGREEMENT ARE PROPOSED

The Board of Directors is asking all Members of the Company to vote in favour of amendments to the Members' Agreement which will be an important first step in advancing and improving E-Comm's governance model for the benefit of all stakeholders.

#### SUMMARY OF THE PROPOSED CHANGES

#### 1. First Proposal - providing a Director seat to E-Comm's Vancouver Island partner agencies

First, and most importantly, an amendment is proposed to allow the Capital Regional District and the Southern Vancouver Island police agencies, to which E-Comm provides 9-1-1 call taking and police dispatch services from the new E-Comm Southern Vancouver Island Emergency Communications Centre (which group is collectively referred to as the "ECVI partners or agencies" in this overview), to appoint one Director to E-Comm's Board of Directors.

The new E-Comm Southern Vancouver Island Emergency Communications Centre (the "Centre") was purpose-built by the Capital Regional District which owns the Centre. The Centre is the first emergency communications centre established and created by E-Comm outside of the Lower Mainland. Our E-Comm Southern Vancouver Island partner agencies have made an important commitment to E-Comm, and a multi-million dollar investment – the new Centre was an important milestone in E-Comm's corporate growth and is a significant part of its current operations.

The current Members' Agreement does not allow for the ECVI agencies to be represented on E-Comm's Board, in large part because at the time E-Comm was created the geographical area in which it was expected to operate was limited to the Lower Mainland, and also because the Members' Agreement does not provide a method for clients of the organization who are not on the radio system to be provided with Board representation.

It is the view of the Board and Management of E-Comm that the ECVI partners deserve Board representation and we consider it in the best interests of all Members that the ECVI partners participate at our Board table.

THE BOARD OF DIRECTORS ASKS THAT MEMBERS VOTE YES TO PROPOSAL NUMBER ONE to allow the E-Comm Southern Vancouver Island partners to appoint, as a group, one Director. This will not result in any change to the rights of other Members to appoint their designated Director or Directors.

### 2. Additional Amendments

In light of the fact that a special majority of Members' support for the First Proposal is required, the Board and Management of E-Comm consider it opportune to seek approval to additional amendments to the Members' Agreement and the Company's Articles at the same time, in order to:

• Revise the language which sets out the Company's Purpose (the "Second Proposal"), both in the Members' Agreement and the Articles of the Company, so that the language mirrors precisely the definition of purpose set out in the Emergency Communications Corporations Act (the "ECC Act" or "Act"). While this Second Proposal is a relatively minor change, it is an important one because it would allow for E-Comm's mandate or current scope of work to be broadened by a change to the definition of purposes set out in the Act, which

can be made by a regulation under the Act. At present any change to the definition of Purpose in the Members' Agreement requires approval by Shareholders holding not less than 75% of votes – as the First Proposal requires the same special majority, it is considered opportune to amend the definition of Purpose at the same time as the First Proposal approval is being sought, as both require this high threshold of Member voting and support.

In addition to the First Proposal and the Second Proposal, additional amendments to the Members' Agreement are being proposed. Those additional amendments are being proposed together as the Third Proposal, and can be summarized as follows:

- In recognition of the fact that E-Comm has developed to a mature organization with a broad Shareholder
  base and a sophisticated Board of Directors, amendments to lower the approval threshold for a special
  majority of Shareholders to an approval level of 2/3 of votes cast from 3/4 of votes outstanding, and
  removing certain limitations on the authority of the Board of Directors are proposed these changes are
  characterized in the Explanatory Notes which follow, as "Governance Improvement Changes" (Item 5(c)), and
  are explained in those Notes;
- Amendments to update the Agreement generally (it was last amended over 10 years ago), such as by: better defining certain terms which, given the Company's growth and maturity, warrant more precise language than originally used and to eliminate or revise provisions which, with the passage of time and the Company's growth, are no longer relevant or applicable these changes are characterized in the Explanatory Notes which follow as "Modernization and Drafting Improvement Changes" (Item 5(b)), and are fully explained in those Notes;
- Amendments to: revise archaic language to make the Agreement more clear and current, tidy up the agreement with housekeeping changes to reflect such things as the change of the names of the Company, BC Emergency Health Services and Metro Vancouver since the last amendments, and remove unnecessary schedules which have become out of date. These changes are characterized in the Explanatory Notes as "Housekeeping Changes" (Item 5(a)) changes of this type which are proposed are summarized in those Notes.

THE BOARD OF DIRECTORS ASKS THAT MEMBERS VOTE YES TO PROPOSALS NUMBER TWO AND THREE which it considers in the best interests of E-Comm and its Members.

#### VOTING

CLASS A AND CLASS B SHAREHOLDERS ARE ENTITLED TO VOTE ON THE FIRST AND SECOND PROPOSALS WHICH REQUIRE SHAREHOLDERS HOLDING NOT LESS THAN 75% OF ALL OUTSTANDING SHARES (CLASS A AND B) TO APPROVE THE PROPOSALS.

CLASS A SHAREHOLDERS ONLY ARE ENTITLED TO VOTE ON THE THIRD PROPOSAL. THE ADDITIONAL AMENDMENTS COMPRISED IN THE THIRD PROPOSAL REQUIRE THE APPROVAL OF CLASS A SHAREHOLDERS HOLDING NOT LESS THAN 50% OF ALL OUTSTANDING CLASS A SHARES.

THE BOARD IS ASKING FOR YOUR SUPPORT TO THE FIRST, SECOND AND THIRD PROPOSALS. IT IS THE VIEW OF THE BOARD THAT THE ALL PROPOSALS ARE IN THE BEST INTERESTS OF ALL MEMBERS AND THAT NO MEMBER IS PREJUDICED BY ANY PROPOSAL.

ITEM 3 – OVERVIEW – WHAT CHANGES TO THE MEMBERS' AGREEMENT ARE PROPOSED PAGE 3

A FORM OF PROXY BY WHICH VOTES ON THE PROPOSALS MAY BE CAST ACCOMPANIES THIS INFORMATION CIRCULAR. WE ASK THAT YOU COMPLETE AND RETURN THE PROXY VOTING FORM, EVEN IF YOU INTEND TO HAVE A REPRESENTATIVE ATTEND THE MEETING. VOTING WILL BE CONDUCTED BY PROXY VOTING AND BY VOTING DURING THE SPECIAL MEETING.

#### **FURTHER INFORMATION**

THIS MEETING INFORMATION CIRCULAR PROVIDES DETAILS WITH RESPECT TO EACH OF THE FIRST, SECOND AND THIRD PROPOSALS, INCLUDING AN EXPLANATION OF ALL PROPOSED CHANGES TO THE MEMBERS' AGREEMENT AND A LINK TO A REDLINED VERSION OF THE MEMBERS' AGREEMENT IN WHICH ALL PROPOSED AMENDMENTS ARE MARKED IN TRACKED CHANGES MODE.

ANY QUESTIONS OR CONCERNS OR REQUESTS FOR ADDITIONAL INFORMATION MAY BE DIRECTED TO: Sandra MacKay, Corporate Secretary, at <a href="mailto:Sandra.MacKay@ecomm911.ca">Sandra.MacKay@ecomm911.ca</a> or Krystal Boros, Assistant Corporate Secretary, at <a href="mailto:Krystal.Boros@ecomm911.ca">Krystal.Boros@ecomm911.ca</a>.



#### ITEM 4 – STATUS OF GOVERNANCE REDESIGN

Special Meeting of the Shareholders
To be held June 24, 2021

#### UPDATE ON THE STATUS OF E-COMM'S GOVERNANCE REDESIGN INITIATIVE

Our Shareholders, or Members, as well as other stakeholders, know that a redesign of E-Comm's governance model is planned as one of our (a)SPIRE 2025 Strategic Plan initiatives.

An important goal of that redesign will be to ensure that E-Comm's governance structure positions E-Comm for the future in a way that allows E-Comm's stakeholders equitable and appropriate influence in the Company's governance model and affairs.

We anticipate that our Members would appreciate an update on the status of those efforts so that the proposals coming forward to the Special Meeting can be understood in that broader context.

### SOME HISTORICAL CONTEXT

The Company was established by its founding members to support a first of its kind Lower Mainland wide area common radio system among participating police, fire, ambulance and municipal agencies. As an integral feature of the initial E-Comm governance structure, the Members' Agreement, signed by the founding Shareholders, gave the Shareholders certain influence in the Company's decision-making, by:

- requiring that Shareholder votes be obtained on many matters;
- setting out a Board appointment structure that allowed those communities who signed on to the radio system to have a representative at the Board table;
- setting out certain authority limits on the authority of the Board of Directors; and
- establishing a committee structure (the Service and User Committees) to allow users of the radio system to have a direct line of input to the Board, as well as other influence over key decision-making.

### We have changed significantly since inception

Since the Members' Agreement was created in 1997, and the Company's operations began in 1999, the Company has changed and grown significantly:

- The Company started with eight police dispatch partners and now has 73 police and fire dispatch partners;
- At inception, the Company was the 9-1-1 call answer service for two regional districts we now service 25
  regional districts and answer 99% of 9-1-1 calls within the Province;
- Initially there were 1,362 radios in service the Company now has over 12,000 radios active or available;
- At present, by far the majority of the Company's revenues, roughly 70%, come from clients for services other than, or in addition to, the radio system services;
- There are now significantly more shares outstanding 55 class A and B shares are outstanding at present;
- The Company's operations now extend beyond the Lower Mainland, with the establishment of the E-Comm Vancouver Island Emergency Communications Centre, a purpose-built centre, built by the Capital Regional District, which now serves 15 Southern Vancouver Island communities;

### ITEM 4 – UPDATE ON THE STATUS OF E-COMM'S GOVERNANCE REDESIGN PAGE 2

- The Company has grown to over 700 employees; and
- The Company now operates from four different locations.

### And we expect to grow and change further

The changes which are being proposed to the Member's Agreement at the June Special Meeting are driven by the fact that the Members' Agreement must be amended to provide a Board seat to the Southern Vancouver Island agencies served by the E-Comm Southern Vancouver Island Emergency Communications Centre.

While we are seeking approval for that change, it seems logical to ask that Members approve certain process improvements that better position the Company for future growth and governance changes because certain of the current provisions in the Members' Agreement (such as the stipulation that a change to how the Board is elected which is being put forward) require approval by Shareholders holding 75% of all of the outstanding shares in the Company – an extremely high threshold and one that will be challenging to achieve as a matter of practicality – seem no longer appropriate given the current state of the Company and its growth since its inception.

#### WHAT'S NEXT

#### At the June meeting

The proposals to amend the Members' Agreement and Company Articles going forward to the Special Meeting, in addition to that for the addition of a representative from our Southern Vancouver Island Emergency Communications Centre partner agencies, will position the Company for future growth and change by:

- removing overly restrictive restraints on the authority of the Board;
- lowering the threshold for Shareholder approval of certain matters (while still requiring a substantial majority); and
- improving the clarity and drafting of the Members' Agreement, by improving definitions and removing outdated provisions and archaic language.

These changes are considered a *first step* which will facilitate future substantive changes. None of the changes proposed for the June Special Meeting is detrimental to any individual Shareholder's interests and we hope that they have your full support.

#### **FURTHER GOVERNANCE CHANGES**

Like so many things, progress on E-Comm's governance initiatives was forestalled in part by the COVID-19 pandemic. Additionally, it was felt that the further redesign initiatives should be paused while some critical operational issues within the Company were stabilized, most notably the service level challenges faced in dispatch operations.

As those matters become more stabilized, E-Comm will be reinvigorating governance redesign efforts. We know that we wish to engage our dispatch partners, 9-1-1 call taking clients and other technology clients in our governance structure in a way that is equitable. We also anticipate that, as we continue to expand our service lines and our geographical reach, the Board appointment methodology set out in the Members' Agreement may require further adjustment. As we roll out NG 9-1-1 technology, which is essentially a new service line, to existing and new clients of our organization, our governance and funding models may need readjustment for that change. And we envision that we will wish to make additional changes to reflect our commitment to objectives such as diversity and inclusion, and

### ITEM 4 – UPDATE ON THE STATUS OF E-COMM'S GOVERNANCE REDESIGN PAGE 3

our belief that there is potential for a greater role for our organization in emergency response of all kinds, including for those facing mental health challenges and marginalization. The original design, of our share structure, our Board structure, and our governance structure more generally, is not an ideal fit at the present time, and may increasingly be a limitation as we contemplate, and indeed plan for, the E-Comm of the future.

The changes which are proposed for June, in a modest way, will facilitate that further work. We will engage with Shareholders in that process, but we hope that our existing Shareholders support that future work by voting in support of the governance, modernization and drafting improvements to the Members' Agreement which are embodied in the three proposals being put forward for your approval at the Special Meeting.



### ITEM 5 – EXPLANATORY NOTES OVERVIEW

Special Meeting of the Shareholders
To be held June 24, 2021

#### EXPLANTORY NOTES TO ALL ROPOSED REVISIONS TO THE MEMBERS' AGREEMENT AND ARTICLES

To allow Shareholders to focus in detail, should they wish, on the matters most of interest to them, and in an effort to present the proposed revisions to the Members' Agreement and Articles as clearly as possible, the proposed revisions are grouped into three categories:

- Housekeeping Revisions;
- Modernization and Drafting Improvements; and
- Governance Improvements.

The explanatory notes which follow describe all of the proposed revisions to the Members' Agreement, by category.

### Cross-reference to Proposals to be Voted Upon

To assist Members wishing to particularly examine the language of the amendments which are to be voted upon in each of the three proposals to go before the Special Meeting, these may be located as follows:

- Proposal One to amend the Members' Agreement to provide the E-Comm Southern Vancouver Island
  agencies with the right to appoint a Director.
  - The proposed revision to the Members' Agreement to achieve this objective is described in Item 5(c) Explanatory Notes Governance Improvement Revisions, in the section headed: Members' Agreement Section 4.2 Designation and Election of Directors.
- Proposal Two approval of an amendment to the Company's Purpose as set out in section 2.1 of the Members' Agreement, and a similar amendment to Article 25 of the Company's Articles.
  - The proposed revisions are described in Item 5(c) Explanatory Notes Governance Improvement Revisions, under the headings Members' Agreement Section 2.1 Purpose and Article 25.
- Proposal Three approval of additional amendments to the Members' Agreement and the Articles of the Company, including an amendment to lower the special majority for approval of extraordinary matters by the Members from 75% of shares outstanding to 2/3 of votes cast.
  - The special majority revision proposal is described in Item 5(c) Explanatory Notes Governance Improvement Revisions, under the headings: Members' Agreement, Section 2.5 Votes by Members on Extraordinary Items and Article 11 Votes by Members.

The additional amendments to be voted upon as Proposal Three are those described in the remaining provisions of Item 5(c) Explanatory Notes – Governance Improvement Revisions, and those described in Items 5(a) Explanatory Notes – Housekeeping Revisions, and Item 5(b) Explanatory Notes – Modernization and Drafting Improvements.



### ITEM 5(a) – EXPLANATORY NOTES HOUSEKEEPING CHANGES

Special Meeting of the Shareholders To be held June 24, 2021

### PROPOSED HOUSEKEEPING CHANGES

Various "housekeeping" changes are being proposed to tidy-up and bring the Members' Agreement (the "Agreement") up to date, all without changing the meaning of any provision, as described below:

As shown in the redlined version of the Members' Agreement (accessible at Item 6):

### Introductory provisions and dates

The introductory recitals have been updated to reflect the proposed amendments as of July 1, 2021, and that date has been substituted as the anticipated effective date in the following sections:

- · Introduction of Members' Agreement;
- Section F; and
- Section 14.13

### Correction of legal names

• The legal names of E-Comm, BC Emergency Health Services (BCEHS) and Metro Vancouver have been updated throughout the document.

### Modern English

To improve the clarity and readability of the Agreement, archaic language has been removed where this can be done easily without any change in interpretation:

- All references to "set forth" have been changed to "set out";
- "Herein" has been changed to read "in this Agreement";
- "Hereinafter" has been replaced by "below"; and
- Words like "hereto" and "hereof" have been deleted in all instances where those words are redundant.



# ITEM 5(b) – EXPLANATORY NOTES MODERNIZATION AND DRAFTING IMPROVEMENTS

Special Meeting of the Shareholders To be held June 24, 2021

## REVISIONS WHICH ARE MODERNIZATION CHANGES OR DRAFTING IMPROVEMENTS

As a general approach, wherever possible the Agreement is revised so that it may remain "evergreen", such that references which will become outdated over time, such as a listing of Current Members, are removed.

Additional changes which are intended to improve the drafting in, and modernize, the Agreement are shown in the redlined version of the Agreement (accessible at Item 6) and are described and explained below.

# THE MEMBERS' AGREEMENT

# Section 1.1 - Definitions

Defined term: Current Members

The definition of Current Members, Schedule D which listed Current Members, and references to Current Members are removed.

The Company is required to keep an updated list of all Shareholders and makes such information public. The references to Current Members are not required and lead to the Agreement's becoming out of date.

These changes are made in sections 1.1.1, 1.1.16 and 1.1.27 and in the removing of Schedule D.

## Cost Sharing Formula (1.1.16)

A definition of Cost Sharing Formula is included in the definition section and Schedule C is renamed to clarify that the Formula applies to cost sharing among radio users only (by referencing the defined terms Police, Fire, Ambulance and Municipal Services). References to the Cost Sharing Formula have been changed to refer to the defined term throughout the Agreement.

These changes are proposed to improve clarity.

# E-Comm Building (Removed from Definitions)

The definition of E-Comm Building has been removed.

That definition had become out of date, given E-Comm's expansion to Southern Vancouver Island and its use of the Training Centres and Business and Technology Centres in Burnaby, B.C. A definition of E-Comm building which is relevant to the Cost Sharing Formula is included in Schedule C. Instead of referring to the "E-Comm Building", reference to the Company's ability to own or lease "real property" is substituted in the definition of Purpose in subsection 2.1.2 which modernizes the language by making it more flexible.

## **Emergency Services Agency (1.1.19)**

Added to the definitions is the term "emergency services agency", which is a defined term in the *Emergency Communications Corporations Act* (the "ECC Act" or "Act") as a category of organization to which E-Comm may render services. The term is defined here and also included in the definition of Potential Member so that the Members'

Agreement aligns fully with the ECC Act with respect to what organizations to which it may provide services or issues shares.

### Established Standards of Service (1.1.22)

To clarify that the User Committee's mandate to establish standards of service (as set out in subsection 6.2.2.1) applies to standards of service for the radio system only, the language in the definition of Established Standards of Service has been revised to make specific reference to Police, Fire, Ambulance and Municipal Services.

#### Members (1.1.27)

The definition of Members has been simplified for greater clarity, without any change to the meaning.

### New Services (1.1.30)

For greater clarity, the definition of New Services makes reference to Police, Fire, Ambulance or Municipal Services which are not contemplated in the Cost Sharing Formula.

# Potential Members (1.1.38)

Added to the list of Potential Members is "emergency service agency". The ECC Act sets out what types of organizations E-Comm may render services to, and that listing includes an "emergency service agency" as defined in that Act. That category of organization is added to the definition of Potential Members.

### Rates (1.1.43)

For greater clarity, the definition of Rates is revised to make it clear that the term applies to radio system usage only, by referencing the defined terms of Police, Fire, Ambulance and Municipal Services.

#### Specified Potential Members (Removed from Definitions)

This listing has become out of date and is not necessary. The definition of Potential Members is sufficient to allow for the admission of new Members pursuant to section 3 of the Agreement – and, as such, no Potential Member previously designated as a Specified Potential Member is impacted by this revision.

### Territory (Removed from Definitions)

The previous definition of Territory was overly limiting in that it referenced the geographic area in which the E-Comm radio system operates, which is currently only the Lower Mainland. E-Comm provides other services outside of the Lower Mainland, such as at its Southern Vancouver Island Emergency Communications Centre, and to regional districts throughout the Province. The definition of Territory is not necessary in the Agreement, particularly because the ECC Act precisely defines those organizations to which E-Comm can render services and the purposes for which it may operate – as the definition also potentially operates as a constraint, its removal is recommended.

## Section 1.6 - Recitals and Schedules

For the reasons described above, Schedules D and E are removed as unnecessary and because, even if they are updated to present, they will again become out of date.

# Section 2.4 - Special Rights and Restrictions with Respect to Shares

The language in section 2.4.2.5 is revised for consistency with the heading of section 4.2 and the similar reference in subsection 2.5.1.3.

## Section 3 - Members and Issue of Shares

References to Specified Potential Members and to Schedule E have been removed, for the reasons set out above. Neither is necessary and there is no substantive change to how section 3 of the Agreement operates.

## Section 4.10 - Board Duties

4.10.1 – For greater clarity, language in section 4.10.1 has been revised to clarify that the User Committee is entitled to advise on the selection of the President, but that the terms and conditions of the employment of the President are within the Board's authority exclusively.

4.10.11 – For greater clarity, this language has been revised to clarify that the Board is required to approve all borrowings of the Company, whether those are within or outside of Authorized Operating or Capital Budgets.

## Section 7.2 - Financial Statements

The opening sentence of section 7.2 has been revised to allow for other modes of delivery of financial statements to Members rather than "delivery", such as by website posting or electronic distribution, by changing the language which requires the President to "deliver" such statements to Members and the Board to state that these must be "made available".

With the passage of time it has not been the Company's historical practice, nor is it a customary requirement, to provide Members with quarterly financial statements. The proposed revisions to subsection 7.2.1 would require Management to provide such statements upon request, once they become available, rather than impose an obligation to deliver them within 70 days of quarter year-end.

# Sections 7.3 - Authorized Operating Budget and 7.4 - Authorized Capital Budget

For greater clarity, in both sections 7.3.1 and 7.4.1, it is made clear to whom the User Committee would provide its advice on either the Authorized Operating or Authorized Capital Budgets (by expressly mentioning both the President and the Board).

# Section 8.1 - General Requirements of Funding

To modernize this section and reflect the potential sources of funding of the Company's activities beyond funding provided by Members, Special Users and Paying Members, references have been added to this section to describe other potential funding sources which would be taken into account in addition to levies or rates assessed to Members. This provision as adjusted nevertheless remains consistent with the similar obligation contained in the ECC Act.

It is proposed that the current final sentence of this subsection, which states: "Notwithstanding the foregoing, it is understood that the Provincial Government will be billed directly by the RCMP for all police related services provided under the Policing Agreement" be removed. As neither the province nor the RCMP is a Member, nor a party to the Members' Agreement, this sentence seems ill-placed and unnecessary, as what those two organizations determine as to billing as between themselves would seem most appropriately left outside of the Agreement.

# Section 8.3 - Obligation to Pay

Similarly, section 8.3.2 currently refers to a commitment by Members who are receiving policing services through the RCMP to pay to the RCMP amounts charged by the RCMP for E-Comm's Company Services. Again, to modernize the

# ITEM 5(b) – MODERNIZATION AND DRAFTING IMPROVEMENTS PAGE 4

Agreement those references would seem best left outside of an Agreement to which the RCMP is not a party and given that such arrangements may change over time – it is therefore recommended section 8.3.2 be removed.

# Section 8.4 - Appropriation for Provincial Government

It is recommended that Section 8.4, which provides that any obligation of the Provincial government to pay money under the Agreement is subject to the appropriation being made available in the Provincial Government's fiscal year, be removed as unnecessary. The Agreement imposes no financial obligation on the Provincial Government nor is the Province a Member or a party to the Agreement.

## Section 14.6 - Entire Agreement

To improve clarity, it is recommended that overly broad language in this boilerplate clause be removed as being at odds with other provisions in the Agreement and so as to reflect the fact that the Agreement can be amended by resolution of the Members in accordance with other express terms in the Agreement.

### ARTICLES OF THE COMPANY

For the reasons stated above, it is recommended that the definition of Territory be removed from the Articles as unnecessary and potentially unduly restrictive.



# ITEM 5(c) – EXPLANATORY NOTES GOVERNANCE IMPROVEMENT CHANGES

Special Meeting of the Shareholders To be held June 24, 2021

### PROPOSED GOVERNANCE IMPROVEMENT CHANGES

Proposed changes to the Members' Agreement which are characterized as governance improvements are shown in the redlined version of the Agreement (accessible at Item 6) and described and explained below.

## THE MEMBERS' AGREEMENT

## Section 2. 1 - Purpose of the Company

It is proposed that the provision which sets out the Purpose of the Company be amended to make it fully consistent with the definition of Purpose in the *Emergency Communications Corporations Act (the "ECC Act" or "Act")*. That Act sets out what E-Comm, as an emergency communications corporation under that Act, may have as its primary and additional purposes, however, the current definition in section 2.5 differs in two respects:

- It does not include "emergency services agencies" as one of the categories of organizations to which E-Comm may render services;
- It adds the language "all in the interests of civic improvement and for the benefit of the public residing within the Territory" which does not appear in the Act.

It is recommended that the definition be amended to align fully with the definition set out in the Act by including reference to emergency service agencies, and by deleting the potentially narrowing language with respect to the territorial limitations and civic improvement interests, which limitations are not set out in the Act.

Together with the change described below under Articles of the Company – Article 25, this matter is the Second Proposal to be put forward to the Special Meeting – item number 2 in the form of Proxy.

**Explanation:** These changes, while minor in nature, are recommended so that the Company's definition is consistent with, and no more narrow than the definition of Purpose prescribed by the Act.

# Section 2.5 - Votes by Members on Extraordinary Items

## Subsection 2.5.1

A change to reduce the threshold for certain extraordinary matters which require Member approval from 75% of the votes attached to all shares to 2/3 of votes cast by Members is proposed.

Explanation: The current approval requirement is unusually high, particularly as it stipulates that the approval threshold is calculated based on shares outstanding rather than votes cast, which his not only not customary but also practically very problematic. This has particularly come into focus because the current special majority requirement applies with respect to the proposal to provide for a Vancouver Island representative on the Board of Directors as well as any change to E-Comm's Purpose — both of which will be proposed to the June Special Meeting. The current provision is considered an impediment to future governance changes, as these could be defeated if only a small number of Member organizations fail to vote on a matter. The proposed change would still require a significant majority of Members to support an extraordinary matter. No one Member would be negatively impacted by this proposed change, and with this change engaged Members who are interested in a given matter are better able to influence a vote outcome.

#### Subsections 2.5.2, 2.5.3 and 2.5.4

Each of these subsections currently require that certain proposals, namely, for:

- (a) A cost sharing formula for New Services in an area (2.5.2);
- (b) A change to the Cost Sharing Formula (2.5.3); and
- (c) Borrowings in excess of the Authorized Operating or Capital Budgets (2.5.4);

require the approval by a vote of not less than 2/3 the shares held by Members potentially impacted.

The proposed change would adjust the approval threshold from 2/3 of shares *held* by Members potentially impacted to 2/3 of the votes *cast* by Members potentially impacted.

**Explanation:** As stated above, it is highly unusual for special majority or majority voting thresholds to be calculated based on votes eligible to be voted rather than votes cast. The current approval thresholds allow disinterested Shareholders to thwart a proposal and are impractical and costly to administer. The proposed change still requires a significant majority of Member support and allows engaged Members interested in a given matter to have greater influence on a vote outcome.

# Section 4.2 - Designation and Election of Directors

It is a proposed that a new paragraph 4.2.4 be added which would provide that the group including the Capital Regional District and those Vancouver Island police agencies which utilize E-Comm's police call-taking and dispatch services be entitled to appoint a Director to the E-Comm Board.

The proposed new paragraph, which would be placed in the listing of organizations entitled to appoint Board members in section 4.2, would read:

"4.2.4 The Group comprised of: the Capital Regional District and those Vancouver Island police agencies, including any RCMP detachment, to which the Company provides police dispatching services, shall be entitled to designate one individual to act as director."

This is the First Proposal to be voted upon at the Special Meeting – item number 1 in the form of Proxy.

Explanation: At present, section 4 of the Agreement which sets out which organizations are entitled to appoint Board members does not allow for any Director to be appointed by the Company's new stakeholder group, the Capital Regional District and the Vancouver Island police agencies which utilize E-Comm's police call-taking and dispatch services. As detailed in the Overview — What Changes are Proposed to the Members' Agreement — Item 3 of this Information Circular, in the description of the First Proposal, the Capital Regional District and the Southern Vancouver Island partner agencies have made a significant investment in and commitment to E-Comm. The establishment of the E-Comm Southern Vancouver Island Emergency Communications Centre is an important milestone in E-Comm's growth and development. E-Comm's Board and Management consider this additional representative to the Board to be in order and in all Shareholders, and the Company's, best interests.

# Section 4.10 - Board Duties

Certain changes are proposed to the section setting out the Board's duties to better reflect the organization's current size and scope:

# Subsection 4.10.2

It is proposed that the section, which currently requires the Board to approve all contracts which require payments by the Company of more than \$500,000 or which are outside the Authorized Operating Budget, be removed.

Explanation: The current contract language which limits the Board's authority is considered an unnecessary limitation on the Board's authority by the Shareholders, given the maturity and size of the organization and the demonstrated sophistication of the Board of Directors. The Board is responsible for oversight of the affairs of the organization and has fiduciary duties to carry out its responsibilities in the interests of all Shareholders, conscientiously and with a duty of care. It is not customary, in an organization of E-Comm's current size and maturity, for the shareholders to prescribe how the directors will supervise the affairs of the company such as is done in this subsection. The Directors are legally responsible for oversight of the Company's activities including its financial affairs and in carrying out its responsibilities the Board places appropriate limits on the authority of Management — this delegation of authority by the Board is considered best left as an internal governance matter as between the Board and Management.

### Subsections 4.10.6 and 4.10.9

It is proposed that subsection 4.10.6 which requires the Board to approve the base headcount for the Company and authorize any changes, and subsection 4.10.9, which requires the Board to approve all contracts under which the Company renders services to non-Members, be removed.

**Explanation:** The current requirements for Board approval of any change to overall headcount (4.10.6) and all contracts for services by the Company to persons who are not Members are also considered unreasonable limitations on the Board's authority, for the same reasons as described above. The Board supervises staffing matters and the provision of services to non-Members in the course of its oversight of the business and affairs of the Company and its oversight of Management's activities.

# Section 4.11 - Approvals by the Board

Section 4.11 sets out certain matters which require a voting approval of a 2/3 majority, rather than a simple majority, of Directors.

Subsection 4.11.2 currently stipulates that the issue of Class A Shares to additional Members requires such a special approval. It is proposed that this subsection be removed.

**Explanation:** How shares are to be issued to additional Members of the Company is carefully and well set out in Section 3.6 of the Agreement. The further requirement for a special majority of the Board of Directors is considered unnecessary and inconsistent with the comprehensive terms of section 3.6.

# Section 4.12 - Referral to Class A Members

Section 4.12 allows a group comprised of not less than 30% of the Board of Directors to require that any matter be presented to Class A Members for their approval and determination. It is recommended that section 4.12 be removed.

Explanation: Section 4.12 is an example of a provision which may have been logical in the early stages of the Company's development when founding shareholders expected significant influence over Company decisions while the Company was in its early stages. Given the current size and sophistication of the Company, and the extent of the Shareholder base which has since broadened significantly, the provisions of section 4.12 are not considered necessary or consistent with best governance practices which distinguish clearly between matters on which shareholders have voting entitlements and matters which are within the Board's authority.

# Section 6.1 - Service Committees

Section 6.1.4 specifies that either the chair or vice-chair of each Service Committee shall be a representative of an organization which not only utilizes the radio system but also receives dispatch services from E-Comm. It is recommended that this requirement be removed as a Members' Agreement obligation, but rather that each Service Committee would be free to establish such a protocol in its discretion.

**Explanation:** As the User Committee's mandate does not extend to dispatch services, this provision is somewhat illogical and potentially makes subsequent governance changes (such as to include dispatch services agencies within E-Comm's governance model) less logical. The Service Committees could still choose to adopt this protocol in its discretion or under its terms of reference, if there is no other like forum for clients of dispatch services. This is a minor change but one which removes what might prove to be an inconsistency with future governance changes.

### Section 10.1 - Winding Up or Dissolution

A change to section 10.1 to lower the voting approval threshold for a winding-up or dissolution of the Company to 2/3 of the votes cast by all Members rather than 2/3 of all outstanding shares is proposed.

**Explanation:** A change to the voting approval threshold on winding up or dissolution is proposed for the same reasons as, and for consistency with, the proposed changes to 2.5.1.

# Section 14.3 - Amendments

A change to section 14.3 to calculate the voting approval threshold for amendments to the Agreement (except for extraordinary matters and other matters expressly requiring a greater level of support) from 50% or more of the outstanding Class A shares to a simple majority (50% or more of votes cast on a matter) is recommended.

**Explanation:** Consistent with the changes proposed to 2.5.1 and 10.1, it is proposed that the requirement for a simple majority of the Members be calculated on votes cast rather than votes outstanding.

## ARTICLES OF THE COMPANY

### Article 11 – Votes by Members

# Article 11.1

It is proposed that Article 11.1, which currently states:

"11.1 The majority of votes required to pass a special resolution at a meeting of shareholders is not less than 75% of the votes cast on the resolution.";

be revised by deleting "75%" and substituting "2/3".

Explanation: Under the Business Corporations Act, companies may choose the voting approval required for matters requiring approval by special resolution, within the range of 2/3 of vote cast by shareholders to 3/4 of votes cast by shareholders. Consistent with the reasons given above with respect to an appropriate special Shareholder voting threshold given E-Comm's current size and maturity, it is proposed that section 11.1 be revised to stipulate that a special resolution requires support of 2/3 of votes cast.

## Article 11.9

Article 11.9(a) provides that amendments to certain Articles (3.3, 3.4, 3.5, 12.1, 13.6, 19.1 or 25.1), as well as any winding-up or dissolution of the Company, or any other matter on which the Members' Agreement requires approval by 75% of the votes attached to the shares held by all Members, requires approval by a majority of not less than 75% of the votes attached to the Class A and Class B Shares.

Article 11.9(b) provides that matters on which the Members' Agreement requires approval by a vote of not less than 2/3 of the votes attached to all shares held by all of the Members shall similarly require approval by a majority of not less than 2/3 of the votes attached to all Class A and Class B Shares.

# ITEM 5(c) – GOVERNANCE IMPROVEMENT CHANGES PAGE 5

It is proposed that Article 11.9 be revised to be consistent with the proposed changes to the Members' Agreement which would set the special voting threshold as a 2/3, rather than a 75% majority, calculated on votes cast rather than shares outstanding.

Explanation: Consistent with, and assuming approval of, the proposed changes to the Members' Agreement which would reduce the requirement for extraordinary matter voting from 75% of votes outstanding to 2/3 votes cast, it is proposed that the language referencing the higher voting requirement in Article 11.9 (a) be removed as redundant, and that Article 11.9 (b) be revised to designate the 2/3 majority as being tallied on votes cast rather than votes outstanding, again, consistent with the proposed amendments to the special majority voting thresholds in the Members' Agreement.

# Article 25 - Restrictions

Article 25.1 restricts the Company from carrying on any business other than the primary and additional purposes which are set out in the Emergency Communications Corporations Act, but the restriction is not completely aligned with the language of the Act nor the definition of Purpose in the Members' Agreement because:

- (a) it contains the potentially restrictive language that the provision of all services must be "all in the interests of civic improvement and for the benefit of the public residing within the territory in which the Company operates"; and
- (b) it fails to reference the potential for a broadening of the authorized activities by regulation under the Act (in this respect it differs from the definition of Purpose in the Members' Agreement).

Together with the change described above, under Members' Agreement – Section 2.1 - Purpose of the Company, this matter is the Second Proposal to be put forward to the Special Meeting – item number 2 in the form of Proxy.

**Explanation:** It is proposed that the language described in (a) above be removed, as it does not align with the Act's language and is potentially restrictive, and that the language: "and any other purpose prescribed by regulation under the ECC Act for the Company from time to time" be added, to allow for other authorized activities pursuant to any such regulation without requiring that the Articles be amended.

These changes, while minor in nature, are recommended so that the Company's definition is no more narrow than, and potentially as expansive as, the definition of Purpose prescribed by the Act. This change would also bring the Members' Agreement provisions as to Purpose in alignment with the Articles.



# ITEM 6 - LINK TO REDLINED MEMBERS' AGREEMENT

Special Meeting of the Shareholders To be held June 24, 2021

# LINK TO REDLINED VERSION OF MEMBERS' AGREEMENT

Please use the following link to access the redlined version of the Members' Agreement should you wish to review all proposed revisions:

https://www.ecomm911.ca/membersportal/



# **ITEM 7 – ANTICIPATED QUESTIONS & ANSWERS**

Extraordinary General Meeting of the Shareholders
To be held June 24, 2021

# ANTICIPATED QUESTIONS AND ANSWERS

# Who is entitled to cast a Member's vote at the Special Meeting?

Who is entitled to cast a given Member's vote on behalf of the Member, either in person at the Meeting or by proxy, depends on the internal governance structure and delegations of authority of each organization, and as such it is not a matter on which E-Comm can advise.

In many cases we expect that the Director representing a given organization will have or be given the authority of that organization to cast the organization's vote.

In other communities or organizations we expect the senior administrative official, or his or her delegate, would have the authority of their community or organization to cast votes on its behalf, particularly because none of the amendments imposes any financial obligation, nor detrimentally affects any community or organization and because they will have the further assurance that their Director representative supports the amendments.

There may be certain communities which consider these proposals matters which should be brought forward to council of their local government. In those cases we hope that councils will consider the recommendations of the E-Comm Board and their individual Director representative.

# How can we obtain more information?

We will be pleased to provide any Shareholder or Member with any additional information which they may require in order to determine how it wishes to vote on the business coming before the Special Meeting. Please direct any enquiries to:

Sandra MacKay, Corporate Secretary
E-Comm Emergency Communications for British Columbia Limited
Sandra.Mackay@ecomm911.ca

Cell: (604) 218 6851

### Why was an Extraordinary or Special General Meeting called?

Under the Company's Articles, any business to be transacted at a meeting of Shareholders other than regular annual general meeting business is considered "special business" and any meeting of Shareholders other than the annual general meeting is deemed to be an "extraordinary" general meeting. As the proposals being put to Shareholders are not regular annual general meeting matters, the business of the meeting is considered "special" and the meeting to consider the proposals is an "extraordinary" or "special" general meeting.

## Why are we being asked to vote by proxy?

In order for the First and Second Proposals to be passed, a very high threshold of Shareholder approval is required — Shareholders holding not less than 75% of all outstanding shares (Class A and Class B) must vote on and approve the proposals in order for them to pass. The Company is asking Shareholders to vote by proxy well in advance of the Meeting so that we are able to reach out to any Shareholder which has not yet voted to ensure that they do so, or

intend to do so, in advance of or at the Meeting. A Member's representative may attend the Meeting in any event, even if a proxy has been submitted. A proxy may also be cancelled at any time before the day before the Meeting.

## Why are some shares Class A and others Class B?

Under the Members' Agreement, a Class A share may be issued to an organization which utilizes the E-Comm radio system for police, fire, ambulance or municipal services. The Class A Shareholders are the current users of the E-Comm radio system.

Class B shares are held by organizations which, dating back many years ago, indicated an intention of utilizing the E-Comm radio system at a future date.

At present, there are only two holders of Class B shares which are not also holders of Class A shares.

## Why can Class B Shareholders only vote on the first two proposals?

The Member's Agreement and Articles grant Class B Shareholders limited voting rights on specific matters only. Only the First Proposal and the Second Proposal are matters on which the Class B Shareholders have voting rights (as set out in Section 2.5 of the Members' Agreement and Article 11).

## How do we know how many shares we hold?

The Company will assume that all shares held by a given Shareholder are being voted in accordance with directions given in a submitted Proxy. For reference, a listing of all Shareholders of the Company, as at May 21, 2021, is below:

Shareholder	Class A	Class B
Abbotsford	1	0
Abbotsford Police Board	1	0
BCEHS	1	0
Belcarra	0	3
Burnaby	1	0
City of Delta	1	1
Coquitlam	2	1
Delta Police Board	1	0
Langley, City	1	0
Langley, Township	2	1
Lions Bay	1	0
Maple Ridge	1	2
Metro Vancouver	0	1
New Westminster	1	1
New Westminster Police Board	1	0

Shareholder	Class A	Class B
North Vancouver, City	2	1
North Vancouver, District	1	1
Pitt Meadows	1	2
Port Coquitlam	2	1
Port Moody	1	1
Port Moody Police Board	1	0
Richmond	2	1
Surrey	2	1
Transit Police Board	1	0
TransLink	1	0
Vancouver	1	1
Vancouver Police Board	1	0
West Vancouver	1	1
West Vancouver Police Board	1	0
White Rock	2	0





# The Corporation of THE CITY OF NORTH VANCOUVER PLANNING & DEVELOPMENT DEPARTMENT

REPORT

To:

Mayor Linda Buchanan and Members of Council

From:

Emily Macdonald, Planner 2

Subject:

OCP AND ZONING BYLAW TEXT AMENDMENTS FOR 123-127 AND

145 EAST 13<sup>TH</sup> STREET (MILLENNIUM NORTHMOUNT)

Date:

April 28, 2021

File No: 08-3400-20-0042/1

The following is a suggested recommendation only. Refer to Council Minutes for adopted resolution.

# RECOMMENDATION

PURSUANT to the report of the Planner 2, dated April 28, 2021, entitled "OCP and Zoning Bylaw Text Amendments for 123-127 and 145 East 13<sup>th</sup> Street (Millennium Northmount)":

THAT "Official Community Plan Bylaw, 2014, No. 8400, Amendment Bylaw, 2021, No. 8832" (Millennium Northmount Nominee Ltd., Inc. No. BC1120079, 123-127 and 145 East 13<sup>th</sup> Street, Permitted Height Change) be considered and referred to a Public Hearing;

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8833" (Millennium Northmount Nominee Ltd., Inc. No. BC1120079, 123-127 and 145 East 13<sup>th</sup> Street, CD-004 Text Amendment) be considered and referred to a Public Hearing;

THAT the statutory requirements for "Official Community Plan Bylaw, 2014, No. 8400, Amendment Bylaw, 2020, No. 8806", as described in the Statutory Review section of this report, be considered;

THAT notification be circulated in accordance with the Local Government Act;

THAT the Mayor and Corporate Officer be authorized to sign the necessary documents to permit weather-protection canopies, which are permanently affixed to the proposed building, as an encroachment over City property;

Document Number: 2042352 V6

REPORT: OCP and Zoning Bylaw Text Amendments for 123 - 127 and 145 East 13th Street (Millennium

Northmount) Date: April 28, 2021

AND THAT the Mayor and Corporate Officer be further authorized to sign all other necessary documentation to give effect to this motion.

# **ATTACHMENTS**

1. Context Map (CityDocs 2045030)

- Preliminary Report to Council and Minutes from the November 10, 2020 Council Meeting (CityDocs 2045023)
- 3. Architectural Plans, dated April 15, 2021 (CityDocs 2044895)
- 4. Proposed "Official Community Plan Bylaw, 2014, No. 8400, Amendment Bylaw, 2021, No. 8832" (CityDocs 2042595)
- Proposed "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8833" (CityDocs 2042349)

# SUMMARY

This report presents, for Council's consideration, a proposed Official Community Plan (OCP) amendment for a minor increase in building height, as well as a Zoning text amendment for height and several additional items, for the subject site in order to permit the development of an 18-storey, mixed-use building.

# **BACKGROUND**

In 2018, Council approved the original rezoning and OCP amendment submitted by Millenium Properties for 123-127 and 145 East 13<sup>th</sup> Street (also referred to as the Northmount site) to permit an 18-storey, mixed-use development with commercial on the ground floor, offices on second and third floors, and residential use at the lane, upper podium levels, and tower.

In November 2020, the applicant sought Council's consideration for an increase of seven storeys to the proposed tower. The request was not supported and the following motion was carried:

PURSUANT to the report of the Planner 1, dated November 10, 2020, entitled "Preliminary Report: OCP Amendment and Zoning Bylaw Text Amendment for 123-145 East 13th Street (Millennium Northmount)":

THAT the application for Official Community Plan and Zoning Bylaw amendments for a 7-storey height increase and additional 1.4 FSR be rejected;

THAT staff receive an application for a 1.7 metre increase in height (Option B – minor increase in height for improved commercial levels) and other variances ("Additional Amendments");

AND THAT staff undertake a streamlined Official Community Plan and Zoning Bylaw amendment process.

Date: April 28, 2021

Following that direction, staff have received and processed an application that includes a 1.7-metre height increase and other miscellaneous amendments as described in this report.

A Developer Information Session or Town Hall Meeting were not conducted, following a streamlined processing approach. The minor height increase, however, necessitates an OCP amendment, therefore a Public Hearing must be held to meet public engagement requirements under the Local Government Act.

# PROPOSAL AND ANALYSIS

The proposed variances are listed in Table 1.0 below with the current Zoning Bylaw requirements provided for comparison. Analysis of each is provided below the table.

Table 1.0 Proposed Variances

	Current Requirement	Proposed Requirement
Accessory Apartment	Permitted above the second	Permitted on any storey
Use	storey	16 SACCONDENS POLICIONES POR SERVICE DE SET DE SET PROPRIESTO.
Gross Floor Area	Exclusion for residential uses	No change to residential, up to 72
Exclusion for Amenity Space	only, up to 5 percent of FSR	sq. m. for commercial
Gross Floor Area Exclusion for Open Appendages	Up to 10 percent of FSR	Up to 14 percent of FSR
Maximum Building Height	57 metres	58.7 metres
Height Exclusion for rooftop mechanical equipment	5.48 metres	6.5 metres
Setbacks	North: 1.1 metres West: 2.2 metres	North: 0.9 metres West: 2.0 metres (no change to East or South setbacks)
Setback exemption for canopy projections	1.5 metre setback reduction from a front property line and 0.9 metres from a side or rear property line	Setback exemption for all canopies over public walkways
Maximum Lot Coverage	90 percent, reduced to 35 percent above the second storey	90 percent
Location of Secure Bicycle Parking	Residential and Employee parking must be located on a floor level at grade, or one level below or above grade	Residential Secure Bicycle Parking may be located on any level, with provision of a dedicated elevator
Minimum floor area for Garbage and Recycling rooms	Commercial: 64.1 sq. m. Residential: 78.7 sq. m.	Commercial: 51.3 sq. m. (with compactor) Residential: 63 sq. m. (with compactor)
Regular Parking Space minimum width	2.5 metres	2.59 metres

REPORT: OCP and Zoning Bylaw Text Amendments for 123 - 127 and 145 East 13th Street (Millennium

Northmount) Date: April 28, 2021

Required Parking 0.3 metres Space Setback from Structures	(waived)	
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Accessory Apartment Use – The CD-004 Zone currently allows an Accessory Apartment Use only above the second storey of the building, in accordance with Section 607(1)(a) of the Zoning Bylaw. Removing this requirement is necessary to allow the townhouse units on the lane, as approved in the original rezoning application.

<u>Amenity Space Gross Floor Area Exclusions</u> – The applicant has requested consideration of an exclusion of floor area for non-leasable amenity space for the use and enjoyment of employees of the commercial units. This is not a standard exclusion in the Zoning Bylaw, however, it has been permitted in several CD Zones for developments with relatively large commercial floor areas, including CD-400, CD-418, CD-430, CD-445. The total excluded area would be 72 sq. m. (775 sq. ft.) for an Office Amenity as shown on levels 2 and 3 in the Architectural Drawings (Attachment #3).

<u>Open Appendages Gross Floor Area Exclusion</u> – The proposed area of Open Appendages (balconies) has not changed since the initial rezoning. The standard maximum Gross Floor Area exclusion for Open Appendages is a total area equivalent to 10 percent of total Gross Floor Area. The area of Open Appendages proposed is 14 percent and is supported by staff.

<u>Height</u> – The current maximum OCP height for this site is 57 metres. An increase is needed to support the current proposal. The CD-004 Zone also specifies the maximum height and will also need to be amended. The proposed height increase of 1.7 metres would be distributed over the office levels (2 and 3), adding an additional 0.6 metres (2 feet) to each floor, for a new floor to floor height of 4.3 metres (14 feet). The remaining 0.5 metres (1.5 feet) would allow for a better interface of the ground floor entryways with the surrounding grades. The height increase is supported as good practice in the design of quality office space that can accommodate the various medical uses that are permitted and encouraged in the CD-004 Zone.

A height exemption for rooftop mechanical housing is included in the current CD-004 zone, however, the measurement of the height of the mechanical housing was underrepresented in labels in the original drawing and must be amended from 5.48 metres (18 feet) to 6.5 metres (21.3 feet). This amendment reflects the correct dimensions of the mechanical housing as it was original presented.

<u>Siting</u> – A slight reduction of the west setback, from 2.2 metres (7.5 feet) to 2 metres (6.5 feet), is proposed to accommodate changes to exterior cladding materials. An amendment to the north setback is also included to reflect the original drawings, at 0.9 metres (3 feet). The current proposal presents no change to the north setback.

<u>Lot Coverage</u> – There is no proposed change to Lot Coverage, however, the original rezoning did not consider the standard zoning requirement for buildings within a C-1B Zone, Section 610(3), that Lot Coverage not exceed 35% above the second storey. To

Date: April 28, 2021

support the original proposal, waiver of the 35% Lot Coverage requirement is included in the text amendment.

<u>Location of Residential Secure Bicycle Parking</u> – The applicant has proposed that a dedicated elevator be provided for use by residents who are transporting their bicycles to and from parking levels 2 and 3. Standard zoning requires that secure bicycle parking be located either at grade, or one level above or below grade. Given the multiple land use components on site and the challenge of accommodating vehicle parking, loading and bike parking all in P1 level, the proposed dedicated elevator to service bike parking is seen to be a suitable solution to ensure ease of access to and from the secure bicycle parking for residents. Employee secure bicycle parking is located on parking Level 1 and does not require a variance.

<u>Garbage and Recycling Rooms</u> – The proposed floor area dedicated for residential garbage and recycling storage does not meet the standard requirement as determined by ratios in Figure 4-3 in the Zoning Bylaw. A compacting device has been proposed to allow for a 20% reduction in the required floor area and a waste-management company has offered positive support for this proposal. The proposed text amendment would allow for a 20% reduction in required garbage and recycling floor area for a residential or commercial garbage and recycling room, or both, provided that a compacting device is installed.

<u>Vehicle Parking Space Dimensions and Setbacks</u> – The Zoning Bylaw requires a 0.3 metre (1 foot) setback for parking spaces that are adjacent to structures greater than 0.3 metres (1 foot) in height, including walls, columns, fences, etc. The applicant has proposed to provide wider parking spaces, at 2.59 metres, rather than 2.5 metres (8.5 feet rather than 8.2 feet), with no setback from walls or columns. The project architect has confirmed that the proposed parking layout will be functional.

Additional Parking – An increase to vehicle parking for both commercial and residential uses has been included in the current proposal. The 2018 proposal had the minimum required parking for residential (170 vehicle parking spaces) and the minimum for commercial (93 vehicle parking spaces). The current proposal includes 222 spaces for residential, for a ratio of 1.37 spaces per unit, and 111 for commercial. This increase does not require a text amendment. The applicant has stated that the provision of additional parking is based on market demands and that minimal on-street traffic impact would result from the increase. Staff have reviewed the applicant's transportation study and are satisfied with the conclusion that there will be a negligible impact on the surrounding road network. Provision of additional commercial parking in the Central Lonsdale area is supported by staff.

In conclusion, the proposed minor height increase to accommodate adequate commercial ceiling heights and the miscellaneous amendments to correct minor bylaw errors and to incorporate small variances have all been reviewed and supported. These variances are necessary to permit the development of a significant mixed-use development that will contribute to the medical cluster and commercial and residential vitality of central Lonsdale.

REPORT: OCP and Zoning Bylaw Text Amendments for 123 - 127 and 145 East 13th Street (Millennium

Northmount)

Date: April 28, 2021

# INTER-DEPARTMENTAL IMPLICATIONS

A Building Permit application was submitted in 2019 based on the approved 2018 building design. The permit has not been processed, however, due to the ongoing changes and further Zoning and OCP amendment applications. Approval of the proposed bylaws referred to in this report, would allow for the processing of the Building Permit application for the development, upon receipt of revised drawings from the applicant.

# STATUTORY REVIEW

When an amendment to the OCP is being considered, Sections 475, 476 and 477 of the Local Government Act require municipalities to consult with persons, organizations and authorities it deems will be affected and to consider whether the change would have any impact on the City's Financial Plan or Waste Management Plan. The proposed change to the OCP does not present any impact on the City's infrastructure; therefore, no impacts to the City's Financial Plan or Waste Management Plan are anticipated. Following introduction of the Bylaws, they will be formally referred to interested agencies (School District, Metro Vancouver) for comment.

RESPECTFULLY SUBMITTED:

Emily Macdonald

Planner 2



MINUTES OF THE REGULAR MEETING OF COUNCIL, HELD ELECTRONICALLY FROM CITY HALL, 141 WEST 14<sup>TH</sup> STREET, NORTH VANCOUVER, BC, ON MONDAY, NOVEMBER 23, 2020

# **REPORT**

15. Preliminary Report: OCP Amendment and Zoning Bylaw Text Amendment for 123-145 East 13<sup>th</sup> Street (Millennium Northmount) – File: 08-3360-20-0405/1

Report: Planner 1, November 10, 2020

Moved by Councillor McIlroy, seconded by Councillor Valente

PURSUANT to the report of the Planner 1, dated November 10, 2020, entitled "Preliminary Report: OCP Amendment and Zoning Bylaw Text Amendment for 123-145 East 13<sup>th</sup> Street (Millennium Northmount)":

THAT the application for Official Community Plan and Zoning Bylaw amendments for a 7-storey height increase and additional 1.4 FSR be rejected;

THAT staff receive an application for a 1.7 metre increase in height (Option B - minor increase in height for improved commercial levels) and other variances ("Additional Amendments");

AND THAT staff undertake a streamlined Official Community Plan and Zoning Bylaw amendment process.

**CARRIED UNANIMOUSLY** 









# The Corporation of THE CITY OF NORTH VANCOUVER PLANNING & DEVELOPMENT DEPARTMENT

REPORT

To:

Mayor Linda Buchanan and Members of Council

From:

Emily Macdonald, Planner 1

Subject:

PRELIMINARY REPORT: OCP AMENDMENT AND TEXT AMENDMENT

FOR 123 – 145 EAST 13<sup>TH</sup> STREET (MILLENNIUM NORTHMOUNT)

Date:

November 10, 2020

File No: 08-3360-20-0405/1

The following is a suggested recommendation only. Refer to Council Minutes for adopted resolution.

# RECOMMENDATION:

PURSUANT to the report of the Planner 1, dated October 28, 2020, entitled "Preliminary Report: OCP Amendment and Zoning Bylaw Text Amendment for 123-145 East 13th Street (Millennium Northmount)":

THAT the application for Official Community Plan and Zoning Bylaw amendments for a seven-storey height increase and additional 1.4 FSR be rejected;

THAT staff be directed to receive an application, for a 1.7 metre increase in height (Option B) and other variances as described in this report ("Additional Amendments"):

AND THAT staff be directed to undertake a streamlined Official Community Plan and Zoning Bylaw amendment process as described in this report;

# ATTACHMENTS:

- Context Map (Doc# 1990455)
- 2. Letter from Millennium, dated October 16, 2020 (Doc# 1983023)
- 3. Conceptual Drawings, dated August 2020 (Doc# 1941069)

Document Number: 1941416 V3

Date: November 10, 2020

# SUMMARY

This report presents proposed amendments to a rezoning that was approved in 2018 for the properties at 123-145 East 13<sup>th</sup> Street (Northmount Medical), see Attachment 1. Prior to processing the application, staff are seeking direction from Council regarding the proposal: three alternatives (Options A, B and C) are discussed in this report. For each option, separate processes are suggested which are described in the Project Description Section. With each of the options, some minor variances have been requested by the applicant, and several other amendments to the zone are recommended. These are described further in the following sections of this report.

The original rezoning application for 123-145 East 13<sup>th</sup> Street was completed in 2018 and included an Official Community Plan (OCP) amendment to allow a residential (strata) tower with a six-storey podium including three levels of commercial on the front (north) side. The total building height permitted through that application was 18 storeys (57 metres). As part of this project, a density transfer was completed and Community Amenity Contributions were paid for bonus density. In total, over \$17 million has been paid to the City as a result of the initial development application.

Option A includes an increase in height of seven storeys (23 metres), for a total proposed height of 25 storeys (80 metres). The additional floor area would be approximately 60,000 square feet (roughly 1.4 FSR) for a total FSR of 6.35. An increase in commercial ceiling heights would also be included in this option, with floor-to-floor measurements being increased from 12 feet to 14 feet on Levels 2 and 3. Option B does not include additional storeys or floor area, but would result in a minor height increase of 1.7 metres to the overall building height to allow for greater floor-to-floor height on commercial floor levels 2 and 3, from 12 feet to 14 feet. Option C presents an alternative that would not allow a height increase. Additional amendments to the CD-004 Zone are also described in this report and are recommended to be considered in conjunction with either of the two options.

# **BACKGROUND**

After the initial rezoning was approved in 2018, the applicant, Northmount Millenium Properties, notified staff that they wished to pursue changes to the approval and were considering an increase in height of the podium and tower, without any increase in Gross Floor Area, to accommodate a greater range of potential commercial tenants.

A Building Permit application was submitted in December 2019 based on the design approved at rezoning, with the exception of minor variances to parking standards. Staff reviews of the Building Permit application are underway. Demolition permits have been received for the existing buildings though no permits have yet been issued and no other work has been authorized to date, other than hazardous material abatement.

In July of 2020, an OCP amendment and zoning amendment application was submitted, proposing a minor increase in height that would allow for increased ceiling height in the commercial units, and several Zoning variances. The applicant subsequently revised the OCP and rezoning application, still including the extra ceiling height for the commercial units, but adding seven residential storeys to the tower, for a total proposed

tower height of 25 storeys. The proposed additional floor area would be for the provision of rental dwelling units, which would be located within either the tower or podium.

# PROPOSAL OPTIONS

This preliminary report is seeking direction regarding the processing of the proposed OCP amendment and rezoning. It is the Planning and Development Department's practice to refer all OCP amendment applications to Council for preliminary direction prior to conducting a full application process. The required process for each of the options is described in this section. The "additional amendments" are recommended to be considered whether Option A, B or C is chosen.

# Option A) Rental Density and Seven Storey Height Increase:

Option A includes an additional 7 storeys beyond what was approved in 2018. The additional floor area would be approximately 60,000 square feet (roughly 1.4 FSR). The commercial levels' floor-to-floor height would also be increased from 12 feet to 14 feet. This option would require an Official Community Plan (OCP) amendment for height and density, and a further density transfer would be required, as the project exceeds the OCP maximum densities.

The Applicant has indicated, should this path be pursued, a willingness to explore the potential for child care, prioritization of rental housing for healthcare workers and first responders, and LEED Gold equivalency (See Attachment #2). The estimated number of new rental units is 78. Standard policies would apply to these units and staff would expect the applicant to provide a minimum of 10% of all rental units as Mid-Market units, and 10% to have three or more bedrooms.

This option requires a substantive change to the OCP height map. Should staff be directed to process such an application, a full review would be required, which would entail:

- The application would be considered a new Planning Application. Full reviews would be conducted by all City departments typically engaged in new Planning Applications.
- Standard City practices for OCP amendments would be pursued, including a Town Hall Meeting and consultation with relevant external agencies (e.g. School District);
- The project would be seeking to exceed the OCP maximum density. This is
  possible through density transfer. A density transfer would be negotiated for the
  proposed additional rental floor area, with the density coming from a City-owned
  source. A third-party evaluator would be hired to assess the value of the density.
  Funds from the sale / transfer of density would be available for use at Council's
  discretion.
- Staff would return to Council with proposed bylaws after the review process is completed, with an estimated timeframe of 10-14 months.

Date: November 10, 2020

 During the processing of the application, reviews of all building permits, except for demolition would be suspended.

# Option B) Minor Increase in Height for Improved Commercial Levels (Recommended):

This option would allow for an increase in floor-to-floor height for commercial floor levels 2 and 3, from 12 to 14 feet, with no increase in FSR. This option would require an OCP amendment for height, from 57 metres to 58.7 metres, and no density transfer.

For this option, staff recommend a streamlined OCP amendment and rezoning process. This process would differ from a standard OCP amendment and rezoning in the following ways:

- Revised drawings would be reviewed, addressing concerns directly relating to the proposed changes, including height, floor elevations and grades;
- Given the small change in height and no additional density, no Town Hall meeting or Developer's Information Session would be required;
- Notification of some external agencies may be required;
- No Density Transfer or Community Amenity Contributions would be required due to the overall density (Floor Space Ratio, or 'FSR') remaining the same;
- Staff would return to Council with the proposed Bylaws after the expedited review process is completed, with an estimated timeframe of 3 to 6 months.
- A Public Hearing and notifications would still be required as per the Local Government Act.
- During the processing of the application, reviews of all building permits, except for demolition would be suspended, however, the demolition process is expected to continue for a period of 6 months or longer so construction delays due to this option are not anticipated.

# Option C) No Height Increase

A third option is to reject the OCP amendment application, not allowing for any additional height. Should this option be chosen, the OCP amendment application would be rejected. Staff recommend that the Additional Amendments below would continue to be processed through an application for Zoning Bylaw amendments.

# Additional Amendments

In addition to the height increase, the applicant has requested several variances to the Zoning Bylaw that were not presented with the initial rezoning. Included in these are:

- · New guest suite to be considered as residential Amenity;
- Waiving Parking Space setbacks from walls and columns and increasing minimum dimensions from 8.2m to 8.6m width;
- Reducing minimum garbage and recycling storage area requirements with provision of a compacting device;
- Location of End Destination Facilities on Level 2 office level (more than 50m from bicycle parking).

Several other items have been identified since the initial rezoning that were reflected in the approved drawings, but were not accounted for within the approved Bylaws. Changes to the Bylaw are recommended to address this omission and allow for these previously contemplated elements of the project. These include:

- Accessory Apartment Units located below the Second Storey
- Lot Coverage above the Second Storey exceeds 35 percent

Staff are recommending that these variances, both the new ones being requested and ones required to support the initial proposal, be considered in conjunction with Option B, or with Option A or Option C, should Council choose one of those options.

# PLANNING ANALYSIS

The initial OCP amendment in 2018 allowed for an increase in maximum height from 46 metres to 57 metres. The increase was recommended at that time because achieving a density similar to surrounding sites without an increase in maximum height would have required a two-tower form. Compared to a two-tower form, the single tower was seen to result in fewer negative impacts, including preserving development potential on adjacent sites, maintaining views from neighbouring buildings, reducing shadowing on the public realm, and ensuring distancing from existing towers.

# Option A) Rental Density and Seven Storey Height Increase (Not Recommended):

There are two components of the proposed height increase. The first is the increased tower height, and the second is the increased podium height. The increase in tower height to 25 storeys would result in this site having the tallest tower in the immediate area. The next tallest building would be the residential tower on the north side of the Centreview site, which is 24 storeys in height. The new tower at 1441 St. Georges will be 23 storeys. Other towers in the area range from 15 to 19 storeys. At 18 storeys, the tower that was originally proposed and approved, is within the range of the heights for towers that are located at or near the perimeter of the OCP areas that allow for tower form developments.

Properties directly to the south of the Northmount site are designated Residential Level 5, which permits mid-rise residential developments up to six storeys in height. Goals of the OCP call for gradual transitions from higher density to lower density areas. In this case, the difference between the proposed density of the Northmount site, at approximately 6.35 FSR, and the Residential Level 5 designation, at up to 2.6 FSR, is

significant. This density would also be much higher than the surrounding tower developments, which are generally at 5 FSR or less.

Through a full review, staff would evaluate shadow and view impacts that would result from the increased height. It is expected that there would be an increase in shadow impacts on buildings to the north as well as on the public realm. It is likely that ocean views from existing buildings would be minimally obscured beyond the already-approved 18-storey development. A 25-storey building on this site may appear to be incongruous with the surrounding properties, particularly with the lower developments to the south.

The second element of the requested additional height is the increase in floor-to-floor height of the commercial floor levels. This portion of the proposal would benefit future tenants of these commercial units in allowing for equipment and facilities associated with medical and paramedical services. This would be especially beneficial on the second storey, where medical labs, offices and clinics are most likely to be located. Option B, below, describes a process that would allow for just this element of the height increase to be considered.

The rental housing that would be provided with this option supports the continuum of housing needs on the north shore, particularly when the mid-market units considered. Based on the number of expected units (78), a total of 8 mid-market units would be expected. While a Community Amenity Contribution would not be warranted with this proposal, the applicant would be required to pay for density transferred to the site. The applicant has advised that they would seek to transfer density from a City-owned site. As part of the application review process, the value of the transfer density would be determined by a third-party and the sale would be negotiated between staff and the applicant, with input from Council, as required.

If directed to proceed with processing this application, through the application process, staff would review whether additional density could be accommodated on site. This includes an updated review of transportation impacts and servicing requirements.

Because the proposed additional height and density represents a development that is substantially different from the initial application, staff recommend a full review process and public consultation. The typical duration of this process is 10-14 months.

# Option B) Alternative proposal (Recommended):

With this option, Council would direct staff to request a revised application from the applicant that removes the additional seven storeys. The application would closely resemble the development as it was originally proposed, with a minor height increase of 1.7 metres. The increase in height would be seen in both the podium and tower portions of the building.

As is noted above, this element of the requested height increase would result in a significant improvement to the commercial units. Entrances could also be made more accessible through minor changes to the ground floor elevation and surrounding grades.

The increased height would make the units more attractive to medical and paramedical businesses, contributing to the area as a medical services hub for the broader area.

The additional 1.7 metres in height would have minimal impact on surrounding buildings and the public realm.

The expected timeframe for a streamlined review process, including the Additional Amendments described below, is three to six months.

# Option C) No Height Increase

This option would see no change to the permitted height. Commercial floor levels would remain at 12 feet, floor-to-floor, presenting challenges for medical and paramedical businesses. Possible benefits to this option would be the elimination of delays caused by Planning processes on the overall construction of the project, however, this option is not recommended due to the low quality of commercial units that would be constructed as a result.

# Additional Amendments

At this point in time, staff are seeking direction on how to process the application and have not completed a review as to the appropriateness of each of the variances requested by the applicant but do believe they are worth considering.

The amendments that have been identified by staff would need to be addressed in order to allow elements of the project that were shown in drawings at the initial rezoning. Without amendments to the Zone, a project could still be constructed that meets the Zoning Bylaw requirements, however, it would differ from the project that was considered by Council, and would lack some of the elements that staff had encouraged such as the laneway townhouse units.

# RECOMMENDATION

Based on planning analysis, staff are recommending Option B, which would include a minor height increase of 1.7 metres for improvements to commercial floor levels, consideration of the newly requested variances and clean-up of the CD-004 Zone. Should Council direct staff to process these amendments, an expedited OCP and zoning bylaw amendment process would be conducted as described in this report. The recommendations on page one of this report provide the direction needed for staff to pursue this approach.

Should Council wish staff to proceed with one of the other options, the active clauses on page one of this report should be amended as follows:

Option A: The first active clause should be deleted and replaced with the following:

THAT staff be directed to process Official Community Plan and Zoning Bylaw amendments for increases in height and density (Option A) and other variances as described in this report (Additional Amendments);

REPORT: Preliminary Report - OCP amendment for 123-127 East 13th Street (Northmount)

Date: November 10, 2020

And the second and third active clauses should be deleted and replaced with the following:

AND THAT staff be directed to negotiate a sale of transferrable density from an existing City-owned site with residual density.

Option C: The second and third active clauses should be deleted and replaced with the following:

AND THAT staff be directed to receive an application for amendments to the CD-004 Zone (Additional Amendments);

RESPECTFULLY SUBMITTED:

Emily Macdonald

Planner 1

# PROPOSED NORTHMOUNT MIXED-USE DEVELOPMENT

119-149 EAST 13TH STREET, NORTH VANCOUVER, BC

RZ/DP RE-SUBMISSION DRAWINGS APRIL 2021



MILLENNIUM GROUP



CHRIS DIKEAKOS ARCHITECTS INC.

T 604 291 2660 212-3989 HENNING DR INFO@DIKEAKOS.COM BURNABY BC V5C 6N5 WWW.DIKEAKOS.COM

**OWNER** 

MILLENIUM GROUP

CIVIL

CORE GROUP

CONTACT: BRIAN CARNAHAN #320 - 8988 FRASERTON COURT BURNABY, BC V5J 5H8 TEL: (604) 299-0605 FAX: 604-299-0629 EMAIL: BCarnahan@cores

ARCHITECTURAL

CHRIS DIKEAKOS ARCHITECTS INC.

CONTACT: RICHARD BERNSTEIN SUITE 212-3989 HENNING DRIVE, BURNABY, BC, V5C 6N5 TEL: (604) 291-2660 FAX: (604) 291-2667 EMAIL: richard.b@dikeakos.com

SURVEY

UNDERHILL & UNDERHILL

CONTACT: Colin Cowx Unit 210A - 3430 Brighton Ave. Burnaby, BC V5A 3H4 TEL: (604) 732-3384 FAX: (604)-732-4709 EMAIL: underhill@underhill.ca

LANDSCAPE

DURANTE KREUK LTD.

**BUILDING CODE** 

GHL CONSULTANTS LTD

950 - 409 GRANVILLE STREET VANCOUVER, BC, V6C 1T2 TEL: 604, 689, 4449 FAX: 604, 689, 4419 CONTACT-ADAM NADEM EMAIL: an@ghl.ca





#### ARCHITECTURAL DESIGN RATIONALE

#### Introduction

"Central Lonsdale" is a 18 storey mixed-use retail, office and multi-family residential development that is situated on the site of the Northmount medical office building on 13th Avenue between Lonsdale Avenue and St. Georges Street. The City of North Vancouver approved the OCP amendment and Rezoning case for this project in September 2018.

#### **Building Planning**

The ground floor of the development consists of two retail and residential components that are split in the middle of the project with a pedestrian passageway linking 13th Street to the Lane on the south boundary of the site. The passageway varies in width from its narrowest point at 18 feet to its widest point 60 feet for the plaza fronting 13th Street. Both the primary residential and office lobbies are accessed from the mid-point of this passageway to the east and wide sides of the passageway respectively. The full remaining frontage along 13th Avenue is occupied by CRUs which may ultimately vary in width and have depths from 38 to 80 feet.

A series of eight townhouses front the lane and are split by the pedestrian passageway. The townhouses are two storeys each and have private patios fronting the lane. Residential and commercial loading bays accessed from the lane are situated immediately to the east of the easternmost townhouse and also the west of the westernmost townhouse. A two-way ramp to the below grade parking is provided on the eastern edge of the project immediately beside the loading bay in this location. A two elevator core and scissor stair provides vertical circulation to the residential tower located above the east side podium for the project as well as the podium residential element that bridges across the passageway and occupies the balance of the podium on the west side of the development.

A two elevator core and monumental stair provide access to the offices on level two with the elevators also serving office space on level three of the podium. The uppermost level of the townhouses continues on the lane side and is roughly equal to the double height volume for the CRUs that front 13th Street.

Level two consists of office use forming both the west and east side podiums with a bridge connection between the two office portions. Residential units begin on the eastside of the tower portion and an amenity space occupies the south side of the east podium. Level three consists of a continuation of residential units on the east side of the tower and office space comprising portions of the west and east side podiums.

Levels 4-6 consist of the tower residential floor plate with the attached residential podium extension to the west. The podium residential bridges over top of the office and passageway below. Residential units consist of a mix of 1 bed, 1 bed and den, 2 bed, and 3 bed units. A portion of the level 6 plan consists of space for the pool drop, mechanical and storage requirements.

Level 7 is the main amenity level for the development and consists of outdoor terraces, pool and hot tub areas and indoor amenity housing fitness change rooms, yoga studio, amenity lounge spaces and change rooms. A covered walkway connects the main residential tower with the amenity space building on the other side of the pool area.

Levels 8 - 15 are the typical tower floor plates consisting of a 9 unit plates with units ranging from 1 bed, 1 bed plus den, 2 bed and 3 bed plus den units. Generous balconies are provided for all units. At level 16 the tower begins to terrace back towards the north with larger scale units on a 6 unit plate with generous balconies and roof terraces to maximize the view. This terracing effect continues on the south side of the building with level 17 of the tower providing 5 larger units and large roof terraces to the south and finally level 18 with two large units on this places plus large roof terraces

#### RATIONALE FOR THE PROPOSED EXTRA HEIGHT & LIST OF OTHER VARIATIONS

This proposal is to increase the max. building height from Current OCP (approved September 2018) which is 57 meters (187 feet) to 58.7 meters (192 feet 6 inches). The 1.7 meters (5 feet 6 inches) extra height will be distributed between different levels of the project

#### 1. Improved Streetscape

0.5 meters (1 foot 6 inches) to add to the first-floor level (CRUs & Townhomes). Currently a few of the townhomes (adjacent to the west side of the breezeway) are located at a lower level than the lane. With this floor-raise, all the townhomes will be at or above the lane level. Also, the CRUs facing 13<sup>th</sup> street will benefit with a higher ceiling, e.g. the floor to ceiling height of the CRUs/commercial uses adjacent the breezeway will increase from +/- 4.5 meters (15 feet) to 5 meters (16 feet 6 inches). The advantage would be affording a much better retail/commercial presence at 13<sup>th</sup> street.

#### 2 Functional Offices

0.6 meters (2 feet) to add to each office level (levels 2 & 3) which would be 1.2 meter (4 feet) in total. This is based on the City request mentioned in the "team review dated July 2018/item A19" to ensure floor to ceiling height for the office levels is minimum 4 meters (13 feet) for ventilation and necessary equipment for health care/ laboratory facilities. Currently floor to floor height for the office levels is 3.6 meters (12 feet) and with this extra height, the minimum clearance would be achieved.

Further than the extra height, there are other arbitrations that this proposal is requesting and the complete list of them is as per below These items are highlighted on the following drawings too with markup clouds and matching numbering.

#### Detailed list of changes

- 1 Extra 1.7 M (5'-6") height:
- Extra 0.5 M (1'-6") height at the TH/retail levels.
- Extra 1.2 M (4'-0") height at the office levels
- 6.5M (21'-4") Mechanical room height and 10.2M (33'-4") Fin height above Max. building height
- New residential bike elevator from L1 to P3 and separate bike Storage on P2&P3. Bike elevator area is exempted from FSR.
- (4) Variation from the City parking standards: Wider regular parking stalls (8'-6") but No setback from side/back columns and
- (5) Increase residential parking stalls to 222 and commercial parking stalls to 111
- 20% deduction in Garbage storage area for all occupancies due to utilizing the compactor device.
- (7) Location of bicycle end of trip facilities allowed on L2 office level.
- 8 Lot Coverage above the 2nd floor allowed to be more than 35%
- (9) Accessory apartments on the ground floor allowed.
- (10) Office Lobby and office amenity areas are excluded from FSR.
- (11) Penetration of the architectural elements are allowed in the setbacks.
- (12) New commercial bike storage on P1
- (13) Open appendages are allowed to be more than 10% of GFA.

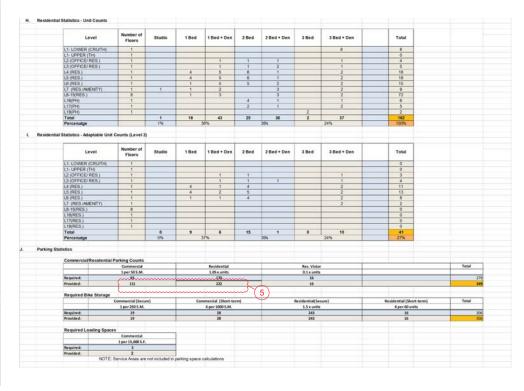




A001

MIXED-USE DEVELOPMENT

ject Develop													
Dealect													
Project:	18 Storey Residential Toy	ver with Mixed Lis	e Commercial Po	dum									
	The second secon												
Legal Descr													
	Parcel Identifier 007-757-1 Lot A Block 74 District Lot ("Lot A") and Parcel Identifier 011-257-	t 549 Plan 14652;											
	Lot R, except part in Plan Block 74 District Lot 549 ( (Lot R')	14652 Plan 5006											
Current Zon	ing:	CD											
Setbacks:													
	East Side		0.0										
	North Side		3'0' General Set	back -6'6" at L1	Except Tower P	ortion							
	South Side West Side		76*										
Building Hei	ight:												
	Max. Proposed Building H	winter		1925-67 (	58.67 M)	_							
	max. Proposed building P	mg d		102-0-1	Y	1							
Site Covera	ge Calculations:					$\cdot$							
	-	2000											
	Gross Site / Road Dedica			43,476 sq ft 0 sq ft	4039 sq m								
	Not Site A			43,476 sq ft	4039 sq m								
	Lot Covers			30,650 sq ft		(Including Loa	iding Bays - Exclud	ding Ramp, Co	overed Breezeway & Pr	rojected Struct	ures Above)		
	Percentage of Lot Proposed	Coverage FAR		71%									
	Total Allowable F			215,206 sq ft	19993 sq m								
Proposed F	Proposed FSR:												
Retail/Office FAR													
			Office Area	, 1,000.00	ntial FAR	. 110000	ential Area		Total FAR	Total FA		Total	
	Retail/Office FAR		Office Area 49 sq.ft.	, 1,000.00	ntial FAR 80	. 110000	ential Area 064 sq.ft.		fotal FAR 4.95	Total #4		Total 224,291	
Floor Area	1.15			, 1,000.00		. 110000		21		- 5,4100.00			
Floor Area	1.15	50,0		, 1,000.00	80	165,	064 sq.ft.			215,113			
 Floor Area	1.15	50,0 Number of		, 1,000.00	S0 Common Area	165,	064 sq.ft. Gross Area	Gross Area		215,113 Total FAR			
	1.15 s: Level	50,0	45 sq.ft.  Area Per Floor	Area Total	Common Area Per Floor	165, Common Area Total	064 sq.ft.  Gross Area Per Floor	Gross Area Total	4.95 Total FAR Exclusion	215,113 Total FAR Area			
	1.15	50,0 Number of	49 sq.ft.	Area Total	S0 Common Area	165,	Gross Area Per Floor 17,791 sq.ft.	Gross Area	Total FAR Exclusion  0 sq.ft.	Total FAR Area 17,791 sq.ft.			
	1.15 s: Level	50,0 Number of	Area Per Floor	Area Total	Common Area Per Floor 775 sq.ft.	Common Area Total 775 sq.ft	Gross Area Per Floor 17,791 sq.ft.	Gross Area Total 17,791 sq.ft.	Total FAR Exclusion  0 sq.ft.	215,113 Total FAR Area			
Retail	Level	Number of Floors	Area Per Floor 17,016 sq.ft.	Area Total 17,016 sq.ft 17,016 sq.ft	Common Area Per Floor 775 sq.ft. 775 sq.ft.	Common Area Total 775 sq.ft 775 sq.ft	Gross Area Per Floor 17,791 sq.ft.	Gross Area Total 17,791 sq.ft. 17,791 sq.ft.	Total FAR Exclusion  0 sq.ft.	70tal FAR Area 17,791 sq.ft.			
	Level Level Level Level Level	50,0 Number of	Area Per Floor 17,016 sq.ft.  Area Per Floor	3 Area Total 17,016 sq.ft 17,016 sq.ft Area Total	Common Area Per Floor 775 sq.ft. 775 sq.ft. Common Area Per Floor	Common Area Total 775 sq.ft 775 sq.ft Common Area Per	Gross Area Per Floor 17,791 sq.ft. 17,791 sq.ft. Gross Area Per Floor	Gross Area Total 17,791 sq.ft. 17,791 sq.ft. Gross Area Total	4.95  Total FAR Exclusion  0 sq.ft.  Total FAR Exclusion	Total FAR Area 17,791 sq.ft. 17,791 sq.ft. Total FAR Area			
Retail	1.15 5: Level L1 Total Level L1	Number of Floors	Area Per Floor 17,016 sq.ft.  Area Per Floor 1,224 sq.ft.	Area Total 17,016 sq.ft 17,016 sq.ft Area Total 1,224 sq.ft	Common Area Per Floor 775 sq ft. 775 sq ft. Common Area Per Floor 135 sq ft.	Common Area Total 775 sqft 775 sqft Common Area Per	Gross Area Per Floor 17,791 sq.ft. 17,791 sq.ft. Gross Area Per Floor 1,1579 sq.ft.	Gross Area Total 17,791 sq.ft. 17,791 sq.ft. Gross Area Total	Total FAR Exclusion  0 sq.ft.  Total FAR Exclusion 1,274 sq.ft.	70tal FAR Area 17,791 tq.ft. 17,791 tq.ft. Total FAR Area 135 tq.ft.			
Retail	Level Level Level Level Level	Number of Floors	Area Per Floor 17,016 sq ft. 17,016 sq ft. Area Per Floor 1224 sq ft. 14,520 sq ft.	Area Total 17,016 sq.# 17,016 sq.# Area Total 1,224 sq.# 14,520 sq.#	Common Area Per Floor 775 sq.ft. 775 sq.ft. Common Area Per Floor 135 sq.ft. 2,287 sq.ft.	Common Area Total 775 sq.ft 775 sq.ft Common Area Per 135 sq.ft 2,287 sq.ft	Gross Area Per Floor 17,791 sq.ft. 17,791 sq.ft. Gross Area Per Floor 1,359 sq.ft. 16,807 sq.ft.	Gross Area Total 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. Gross Area Total 1,359 sq.ft. 16,807 sq.ft.	4.95  Total FAR Exclusion  0 sq.ft.  0 sq.ft.  1,224 sq.ft. 1,344 sq.ft.	7013 FAR Area 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. Total FAR Area 135 sq.ft. 15,463 sq.ft.			
Retail	1.15 5: Level L1 Total Level L1	Number of Floors	Area Per Floor 17,016 sq.ft. 17,016 sq.ft. 17,016 sq.ft. Area Per Floor 1,224 sq.ft. 15,323 sq.ft.	3 Area Total 17,016 sq.ft 17,016 sq.ft 17,016 sq.ft 12,224 sq.ft 14,520 sq.ft 15,321 sq.ft	Common Area Per Floor 775 sq ft. 775 sq ft. Common Area Per Floor 135 sq ft.	Common Area Total 775 sqft 775 sqft Common Area Per 135 sqft 2,287 sqft	Gross Area Per Floor 17,791 sqft. 17,791 sqft. 17,791 sqft. 1,791 sqft. 16,807 sqft. 17,384 sqft.	Gross Area Total 17,791 sq.ft. 17,791 sq.ft. Gross Area Total	4.95  Total FAR Exclusion  0 sq.ft.  0 sq.ft.  Total FAR Exclusion 1,274 sq.ft. 1,344 sq.ft. 724 sq.ft.	70tal FAR Area 17,791 tq.ft. 17,791 tq.ft. Total FAR Area 135 tq.ft.			
Retail	1.15 5: Level L1 Total Level L1 L2 L3	Number of Floors	Area Per Floor  17,016 sq.ft.  17,016 sq.ft.  Area Per Floor  1,224 sq.ft. 15,323 sq.ft.	3 Area Total 17,016 sq.ft 17,016 sq.ft 17,016 sq.ft 12,224 sq.ft 14,520 sq.ft 15,321 sq.ft	Common Area Per Floor 775 sq.ft. 775 sq.ft. Common Area Per Floor 135 sq.ft. 2,287 sq.ft.	Common Area Total 775 sqft 775 sqft Common Area Per 135 sqft 2,287 sqft	Gross Area Per Floor 17,791 sqft. 17,791 sqft. 17,791 sqft. 1,791 sqft. 16,807 sqft. 17,384 sqft.	Gross Area Total 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. Gross Area Total 1,359 sq.ft. 16,807 sq.ft. 17,384 sq.ft.	4.95  Total FAR Exclusion  0 sq.ft.  0 sq.ft.  Total FAR Exclusion 1,274 sq.ft. 1,344 sq.ft. 724 sq.ft.	70tal FAR Area 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 135 sq.ft. 15,463 sq.ft. 16,660 sq.ft.			
Retail	1.15 5:  Level 1.1 Total  Level 4.1 Level 4.1 4.2 6.3 Total	Number of Floors	Area Per Floor 17,016 sq.ft. 17,016 sq.ft. Area Per Floor 1224 sq.ft. 14,520 sq.ft. 15,324 sq.ft. 31,065 sq.ft.	Area Total 17,016 sq.ft 17,016 sq.ft 17,016 sq.ft 17,016 sq.ft 1,224 sq.ft 14,520 sq.ft 15,321 sq.ft 33,065 sq.ft	Common Area Per Floor 775 sq.ft. 775 sq.ft. Common Area Per Floor 135 sq.ft. 2,287 sq.ft.	Common Area Total 775 sqft 775 sqft Common Area Per 135 sqft 2,287 sqft	Gross Area Per Floor 17,791 sqft. 17,791 sqft. 17,791 sqft. 1,791 sqft. 16,807 sqft. 17,384 sqft.	Gross Area Total 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. Gross Area Total 1,359 sq.ft. 16,807 sq.ft. 17,384 sq.ft.	4.95  Total FAR Exclusion  0 sq.ft.  0 sq.ft.  Total FAR Exclusion 1,274 sq.ft. 1,344 sq.ft. 724 sq.ft.	70tal FAR Area 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 135 sq.ft. 15,463 sq.ft. 16,660 sq.ft.			
Retail	1.15 5: Level L1 Total Level L1 L2 L3	Number of Floors	Area Per Floor 17,016 sq.ft. 17,016 sq.ft. Area Per Floor 1224 sq.ft. 14,520 sq.ft. 15,324 sq.ft. 31,065 sq.ft.	Area Total 17,016 sq.ft 17,016 sq.ft 17,016 sq.ft 17,016 sq.ft 1,224 sq.ft 14,520 sq.ft 15,321 sq.ft 33,065 sq.ft	Common Area Per Floor 775 sq.ft. 775 sq.ft. Common Area Per Floor 135 sq.ft. 2,287 sq.ft.	Common Area Total 775 sqft 775 sqft Common Area Per 135 sqft 2,287 sqft	Gross Area Per Floor 17,791 sqft. 17,791 sqft. 17,791 sqft. 1,791 sqft. 16,807 sqft. 17,384 sqft.	Gross Area Total 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. Gross Area Total 1,359 sq.ft. 16,807 sq.ft. 17,384 sq.ft.	4.95  Total FAR Exclusion  0 sq.ft.  0 sq.ft.  Total FAR Exclusion 1,274 sq.ft. 1,344 sq.ft. 724 sq.ft.	70tal FAR Area 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 135 sq.ft. 15,463 sq.ft. 16,660 sq.ft.			
Retail	1.15 5:  Level 1.1 Total  Level 4.1 Level 4.1 4.2 6.3 Total	Number of Floors	Area Per Floor 17,016 sq.ft. 17,016 sq.ft. Area Per Floor 1224 sq.ft. 14,520 sq.ft. 15,324 sq.ft. 31,065 sq.ft.	Area Total 17,016 sq.ft 17,016 sq.ft 17,016 sq.ft 17,016 sq.ft 1,224 sq.ft 14,520 sq.ft 15,321 sq.ft 33,065 sq.ft	Common Area Per Floor 775 sq.ft. 775 sq.ft. Common Area Per Floor 135 sq.ft. 2,287 sq.ft.	Common Area Total 775 sq.ft. 775 sq.ft. Common Area Per 13 sq.ft. 2,287 sq.ft. 2,063 sq.ft. 4,455 sq.ft.	Gross Area Per Floor 17,791 sqft. 17,791 sqft. 17,791 sqft. 1,791 sqft. 16,807 sqft. 17,384 sqft.	Gross Area Total 17,791 sq.ft. 17,791 sq.ft. Gross Area Total 1,159 sq.ft. 16,807 sq.ft. 17,384 sq.ft. 33,550 sq.ft.	4.95  Total FAR Exclusion  0 sq.ft.  0 sq.ft.  Total FAR Exclusion 1,274 sq.ft. 1,344 sq.ft. 724 sq.ft.	215,113  Total FAR Area 17,791 vq.ft. 17,791 vq.ft. 17,791 vq.ft. 15,463 vq.ft. 15,463 vq.ft. 16,660 vq.ft. 32,256 vq.ft. Adaptable Units FAR			
Retail	Level	Number of Floors  Number of Floors  Number of Floors  Number of Nu	Area Per Floor 17,016 sq.R. 17,016 sq.R. 17,016 sq.R. Area Area Area Area 12,224 sq.R. 15,221 sq.R. 15,221 sq.R. 15,221 sq.R. 10,005 sq.R. Unit Area Per Floor	3 Area Total 17,016 sq.ft. 17,016 sq.ft. 17,016 sq.ft. 17,016 sq.ft. 1,224 sq.ft. 14,520 sq.ft. 15,321 sq.ft. 15,321 sq.ft. 15,321 sq.ft. Unit Area Total	SO  Common Area Per Floor 775 sq.h. 775 sq.h. Common Area Per Floor 135 sq.h. 2,063 sq.h. 4,485 sq.h. Common Area Per Floor	Common Area Total 775 sq.ft 775 sq.ft 775 sq.ft Common Area Par 135 sq.ft 2,287 sq.ft 4,485 sq.ft Common Area Total	Gross Area Per Floor 17,793 sq.ft. 17,793 sq.ft. 17,793 sq.ft. 17,793 sq.ft. 17,793 sq.ft. 17,793 sq.ft. 17,884 sq.ft. 17,884 sq.ft. 15,550 sq.ft. Amenity/Eaclud ed Area Total	Gross Area Total 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 1,791 sq.ft. 1,159 sq.ft. 1,159 sq.ft. 16,807 sq.ft. 12,384 sq.ft. 35,550 sq.ft.	4.95  Total FAR Exclusion  0 sq.ft.  0 sq.ft.  Total FAR Exclusion  1,224 sq.ft.  1,344 sq.ft.  724 sq.ft.  32.29 sq.ft.	215,113  Total FAR Area 17,791 sq.ft. 17,791 sq.ft. 15,463 sq.ft. 15,463 sq.ft. 32,256 sq.ft. Adaptable Units FAR Exclusion	Sq. Ft.  Total FAR Exclusion	224,293 Total FAR Area	sqft.
Retail	Level Level Li Louel Li Louel Li Louel Li Louel	Number of Floors  Number of Floors  Number of Floors  Number of Nu	Area Per Floor  17,016 sq R.  Area Per Floor  17,016 sq R.  Area Per Floor  1,224 sq R.  14,520 sq R.  15,321 sq R.  31,065 sq R.  Unit Area Per Floor  6,273 sq R.	3 Area Total 17,016 sq.R. 17,016 sq.R. 17,016 sq.R. 17,016 sq.R. 18,214 sq.R. 15,321 sq.R. 15,321 sq.R. 15,321 sq.R. 16,201 sq.R. 16,201 sq.R. 16,201 sq.R.	SO  Common Area  Per Floor  775 sq.h.  Common Area  Per Floor  135 sq.h.  2,063 sq.h.  4,485 sq.h.  Common Area  Per Floor  1,757 sq.h.  O sq.h.	Common Area Total 775 sq.ft. 775 sq.ft. 775 sq.ft. Common Area Per 18 pe	G64 sqtt.  Gross Area Per Root 17,791 sqtt. 17,791 sqtt. 17,791 sqtt. 17,791 sqtt. 16,607 sqtt. 16,607 sqtt. 17,384 sqtt. 35,550 sqtt. 4,416 sqtt.	Gross Area Total 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 1,159 sq.ft. 1,159 sq.ft. 1,159 sq.ft. 1,159 sq.ft. 1,159 sq.ft. 35,550 sq.ft. Gross Area Per Floor 9,466 sq.ft. 5,549 sq.ft.	# 95  Total FAR Exclusion  9 sq.ft.  0 sq.ft.  Total FAR Exclusion  1,224 sq.ft.  724 sq.ft.  724 sq.ft.  \$2,92 sq.ft.  Gross Area Tetal  \$4,664 sq.ft.  \$5,549 sq.ft.	715,113  Total FAR Area 17,791 sq.ft. 17,791 sq.ft. 15,463 sq.ft. 15,463 sq.ft. 15,660 sq.ft. 16,660 sq.ft. 16,660 sq.ft. 12,258 sq.ft.  Adaptable Units FAR Exclusion 0 sq.ft. 0 sq.ft.	Total FAR Exclusion 1.416 sq. ft. 0 sq. ft.	224,299  Total FAR Area 8,048 sq.ft. 5,549 sq.ft.	sq.ft.
Retail	Level A.1 Total Level A.2 Level A.3 Total Level A.3 Total Level A.3 Total Level	Number of Floors  Number of Floors  Number of Floors	Area Per Floor  17,016 sq.h.  17,016 sq.h.  17,016 sq.h.  1,224 sq.h.  15,217 sq.h.  31,065 sq.h.  GFA ~ 21,520 sq.h.  GFA ~ 21,520 sq.h.  GFA ~ 21,520 sq.h.  5,271 sq.h.  5,271 sq.h.  5,271 sq.h.	3 Area Total 17,016 sq.ft. 17,016 sq.ft. 17,016 sq.ft. 1,024 sq.ft. 1,224 sq.ft. 14,520 sq.ft. 15,321 sq.ft. 31,065 sq.ft. Unit Area Total 6,291 sq.ft. 5,549 sq.ft. 3,731 sq.ft.	50  Common Area Per Floor 775 sq.ft. 775 sq.ft. 2069 sq.ft. 2,069 sq.ft. 4,485 sq.ft. 1,757 sq.ft. 1,757 sq.ft. 1,757 sq.ft. 1,069 sq.ft. 1,069 sq.ft.	Common Area Total 775 sq.ft. 775 sq.ft. 775 sq.ft. 135 sq.ft. 2,267 sq.ft. 4,485 sq.ft. 4,485 sq.ft. 1,757 sq.ft. 0 sq.ft. 1,757 sq.ft. 0 sq.ft. 1,009 sq.ft. 1,0	GF0 sq ft.  GF0 ss Area Per Ploor 17,791 sq ft. 17,795 sq ft. 17,786 sq ft. 17,786 sq ft. 17,786 sq ft. 17,786 sq ft. 18,550 sq ft.	Gross Area Total 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. Gross Area Total 1,359 sq.ft. 16,807 sq.ft. 17,384 sq.ft. 33,550 sq.ft.	4.95  Total FAR Exclusion  0.sq.ft.  0.sq.ft.  Total FAR Exclusion  1.542 sq.ft.  1.344 sq.ft.  1.344 sq.ft.  3.292 sq.ft.  Gross Area Total  5.640 sq.ft.  5.540 sq.ft.  5.540 sq.ft.	70tal FAR Area 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 15,463 sq.ft. 15,463 sq.ft. 16,660 sq.ft. 16,660 sq.ft. 16,660 sq.ft. 10,660 sq.ft. 10,660 sq.ft. 10,660 sq.ft. 10,660 sq.ft. 10,660 sq.ft. 10,660 sq.ft.	Total FAR Exclusion 1,416 sq.ft. 0 sq.ft.	224,299  Total FAR Area  8,048 sq ft. 5,549 sq ft. 4,690 sq ft.	supt.
Retail	1.15 5:  Level 1.1 Total  Level 5.1 1.2 1.7 1.7 1.3 1.3 1.3 1.3 1.3 1.3 1.3 1.3 1.3 1.3	Number of Floors  Number of Floors  Number of Floors  Number of Floors	Area Per Floor  17,016 sq R.  17,016 sq R.  Area Per Floor  17,016 sq R.  Area Per Floor  1,224 sq R.  14,520 sq R.  15,221 sq R.  31,065 sq R.  Unit Area Per Floor  6,272 sq R.  5,371 sq R.  3,271 sq R.	3 Area Total 17,016 sq.ft. 17,016 sq.ft. 17,016 sq.ft. 12,24 sq.ft. 15,221 sq.ft. 15,321 sq.ft. 15,321 sq.ft. 15,321 sq.ft. 15,321 sq.ft. 21,065 sq.ft.	90  Common Area Per Floor 775 sq.ft. 775 sq.ft. 775 sq.ft. 2,287 sq.ft. 4,485 sq.ft. 4,485 sq.ft. 1,775 sq.ft. 1,775 sq.ft. 1,775 sq.ft. 1,775 sq.ft. 1,00 sq.ft. 1,00 sq.ft.	Common Area Total 775 sq.ft. 775 sq.ft. 775 sq.ft. 775 sq.ft. 775 sq.ft. 4,455 sq.ft. 4,455 sq.ft. 4,455 sq.ft. 1,757 sq.ft. 1,757 sq.ft. 1,757 sq.ft. 1,959 sq.f	G64 sqtt.  Gross Area Per Roor 17,791 sqt. 17,791 sqt. 17,791 sqt. 16,607 sqt. 15,550 sqt. 35,550 sqt. 1,416 sqt. 866 sqt.	Gross Area Total 17,793 sq.ft. 17,793 sq.ft. 17,793 sq.ft. 17,793 sq.ft. 16,807 sq.ft. 17,184 sq.ft. 335,550 sq.ft. Gross Area Per Roor 9,464 sq.ft. 5,549 sq.ft. 5,549 sq.ft.	# 95  Total FAR Exclusion  O sq.ft.  O sq.ft.  Total FAR Exclusion  1,224 sq.ft. 1,344 sq.ft. 7,349 sq.ft. 3,292 sq.ft.  Gross Area Total  9,466 sq.ft. 5,699 sq.ft. 5,699 sq.ft.	715,113  Total FAR Area 17,791 sq.t. 27,799 sq.t. 17,791 sq.t. 16,660 sq.t. 32,258 sq.t. Adaptable Units FAR Exclusion 0 sq.tt. 0 sq.tt. 60 sq.tt. 80 sq.tt.	Total FAR Exclusion 1,416 sq.ft. 0 sq.ft. 956 sq.ft. 80 sq.ft.	Total FAR Area R. Ade surf. 8.559 sq.t. 4.600 sq.t.	supt.
Retail	Level  Level  La  Level	Number of Floors  Number of Floors  Number of Floors	Area Per Floor  17,016 sq R.  17,016 sq R.  Per Floor  1,7,016 sq R.  Per Floor  1,224 sq R.  1,224 sq R.  15,224 sq R.  15,224 sq R.  15,224 sq R.  16,205 sq R.  Unit Area Per Floor  16,273 sq R.  5,749 sq R.  5,749 sq R.  4,769 sq R.	3 Area Total 17,016 sq.ft. 17,016 sq.ft. 17,016 sq.ft. 14,510 sq.ft. 15,321 sq.ft. 16,321 sq.ft. 16,321 sq.ft. 16,000 sq.ft. 16,	50  Common Area Per Floor 775 sq.ft. 775 sq.ft. 775 sq.ft. 4,485 sq.ft. Common Area Per Floor 1,757 sq.ft. 4,485 sq.ft. 0 sq.ft. 0 sq.ft. 1,757 sq.ft. 1,951 sq.ft. 1,951 sq.ft.	Common Area Total 775 sq.ft. 775 sq.ft. 775 sq.ft. 775 sq.ft. 2,063 sq.ft. 2,063 sq.ft. 4,485 sq.ft. 1,757 sq.ft. 0 sq.ft. 1,757 sq.ft. 0 sq.ft. 1,009 sq.ft. 1,0	GF0 sqft.  GF0ss Area Per Hoor 17,791 sq ft. 17,795 sq ft. 17,786 sq ft. 17,786 sq ft. 17,786 sq ft. 18,550 sq ft.	Gross Area Total 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 1,159 sq.	4.95  Total FAR Exclusion 0 sq.ft. 0 sq.ft. 1 Sq.ft. 1 Sq.ft. 1 3.44 sq.ft. 1 3.44 sq.ft. 1 3.49 sq.ft. 1 3.59 sq.ft. 1 5.50 sq.ft. 5 5.60 sq.ft. 5 5.60 sq.ft. 1 5.50 sq.ft.	705,113  Total FAR Area 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 15,763 sq.ft. 15,763 sq.ft. 15,763 sq.ft. 16,660 sq.ft. 32,256 sq.ft. 0 sq.ft. 0 sq.ft. 60 sq.ft. 80 sq.ft. 80 sq.ft.	Total FAR Exclusion 1,416 sq.ft. 0 sq.ft. 80 sq.ft. 220 sq.ft.	224,299  Total FAR Area  BARS sa h  SSP sa ft.  5.507 sa ft.  5.507 sa ft.	1 saft.
Retail	1.15 St Level  1.15 Level  1.2 1.2 1.2 1.3 1.1 1.1 1.2 1.3 1.1 1.3 1.3 1.3 1.3 1.3 1.3 1.3 1.3	Number of Floors	Area Per Floor  17,016 vq R.  17,016 vq R.  17,016 vq R.  Area Per Floor  1,7016 vq R.  1,501 vq R.  1,500 vq R.	3 Area Total 17,016 sq.ft. 17,016 sq.ft. 17,016 sq.ft. 14,520 sq.ft. 15,322 sq.ft. 15,322 sq.ft. 15,322 sq.ft. 15,323 sq.ft. 17,016 sq.ft. 17,016 sq.ft. 18,016 sq.ft. 18,	50  Common Area Per Floor 775 sq.ft. 775 sq.ft. 775 sq.ft. 2,063 sq.ft. 4,485 sq.ft. 0 sq.ft. 1,775 sq.ft. 0 sq.ft. 1,100 sq.ft. 1,100 sq.ft. 1,110 sq.ft. 1,111 sq.ft. 1,111 sq.ft. 1,111 sq.ft. 1,111 sq.ft. 1,111 sq.ft.	Common Area Total 775 sq.ft 775 sq.ft 775 sq.ft 775 sq.ft 115 sq.ft 2,287 sq.ft 4,485 sq.ft 4,485 sq.ft 1,757 sq.ft 1,757 sq.ft 1,757 sq.ft 1,095 sq.ft 1,105 sq.f	064 sqt.  Gross Area Per Roor 17,793 sqt. 18,550 sqt. 18,550 sqt. 11,416 sqt.	Gross Area 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 135,591 sq.ft. 17,384 sq.ft. 35,590 sq.ft. Gross Area Per Floor 9,464 sq.ft. 5,594 sq.ft. 5,675 sq.ft. 16,127 sq.ft. 16,127 sq.ft. 14,409 sq.ft.	# 95  Total FAR Exclusion  O sq. ft.  O sq. ft.  O sq. ft.  Total FAR Exclusion  I 222 sq. ft.  1,344 sq. ft.  3,444 sq. ft.  3,445 sq. ft.  3,445 sq. ft.  3,445 sq. ft.  5,405 sq. ft.  5,506 sq. ft.  5,506 sq. ft.  1,5,076 sq. ft.	715,113  Total FAR Area 17,791 ng ft 17,791 ng ft 17,791 ng ft 15,463 ng ft 15,563 ng ft 16,660 ng ft 16,600	Total FAR Exclusion 1,416 sq.ft. 0 sq.ft. 80 sq.ft. 220 sq.ft. 140 sq.ft.	70tal FAR Area 8.045 sq.7t. 5.55° sq.1t. 4.60° sq.1t. 1.576° sq.1t. 1.526° sq.1t. 1.526° sq.1t.	14.ft.
Retail	1.15 3:  Level A.1 Total  Level S.1	Number of Floors  Number of Floors  Number of Floors  Number of Floors	Area Per Floor  17,016 sq.ft.  17,016 sq.ft.  17,016 sq.ft.  17,016 sq.ft.  Area Per Floor  1,222 sq.ft. 15,222 sq.ft. 15,222 sq.ft. 15,222 sq.ft. 15,222 sq.ft. 15,223 sq.ft. 15,223 sq.ft. 15,223 sq.ft. 15,224 sq.ft. 15,224 sq.ft. 15,225 sq.ft. 16,223 sq.ft. 17,263 sq.ft. 17,463 sq.ft. 17,463 sq.ft. 17,463 sq.ft.	3 Area Total 17,016 sq.m. 17,016 sq.m. 17,016 sq.m. 12,016 sq.m. 1,005 sq.m. 1,005 sq.m. 31,005 sq.m. 10,005	50  Common Area Per Hoor 775 sq.ft. 775 sq.ft. 775 sq.ft. 2,063 sq.ft. 2,063 sq.ft. 4,485 sq.ft. 0 sq.ft. 1,757 sq.ft. 1,109 sq.ft.	Common Area Total 775 sq.ft 775 sq.ft 775 sq.ft 115 sq.ft 4,485 sq.ft 4,485 sq.ft 1,00 sq.ft 1,00 sq.ft 1,016 sq.f	064 sqft  Gross Area Fer Ricer 17,793 sqft Gross Area Fer Ricer 1,793 sqft 1,595 sqft 1,595 sqft 1,595 sqft 1,595 sqft 1,595 sqft 1,595 sqft 1,416 sqft 896 sqft 1,416 sqft 1,41	Gross Area 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 16,307 sq.ft. 1,359 sq.ft. 16,307 sq.ft. 1,359 sq.ft. 33,550 sq.ft. Gross Area Per Roor 9,464 sq.ft. 5,569 sq.ft. 5,569 sq.ft. 15,976 sq.ft. 11,1576 sq.ft. 11,1276 sq.ft.	4.95  Total FAR Exclusion  0 sq.R.  0 sq.R.  1,244 sq.R.  1,344 sq.R.  1,344 sq.R.  2,24 sq.R.  3,292 sq.R.  Gross Area Total  5,640 sq.R.  5,650 sq.R.  5,667 sq.R.  1,5,97 sq.R.  1,5,97 sq.R.  1,4,90 sq.R.  1,4,90 sq.R.	715,113  Total FAR Area 17,791 sq.ft. 17,791 sq.ft. 15,463 sq.ft. 15,463 sq.ft. 15,463 sq.ft. 15,258 sq.ft. 32,258 sq.ft. 4daptable Units FAR Exclusion 0 sq.ft. 0 sq.ft. 60 sq.ft. 80 sq.ft. 200 sq.ft. 200 sq.ft. 160 sq.ft.	Total FAR Exclusion 1,416 sqt. 0 sq.t. 200 sq.t. 1200 sq.t. 120 sq.t. 220 sq.t. 220 sq.t.	234,299  Total FAR Area  8,048 s.g.n. 5,559 s.g.n. 5,559 s.g.n. 5,579 s.g.n. 6,539 s.g.n. 6,539 s.g.n.	1947t.
Retail	1.15 St.  Level  1.1 Total  Level  1.1 1.2 1.2 1.1 1.2 1.3 1.1 1.2 1.3 1.3 1.4 1.4 1.4 1.4 1.5 1.4 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5	Number of Floors	Area Per Floor  17.016 sq.h.  17.016 sq.h.  17.016 sq.h.  Area  1.224 sq.h.  1.5.20 sq.h.  3.71 sq.h	3 Area Total 17,016 sq.ft. 17,016 sq.ft. 17,016 sq.ft. 17,016 sq.ft. 17,016 sq.ft. 12,214 sq.ft. 14,520 sq.ft. 15,321 sq.ft. 16,291 sq.ft. 16,291 sq.ft. 16,000 sq.ft. 16,000 sq.ft. 16,000 sq.ft. 16,000 sq.ft. 16,000 sq.ft. 16,000 sq.ft. 12,249 sq.ft. 16,000 sq.ft. 12,249 sq.ft. 16,000 sq.ft. 16,	50  Common Area Per Floor 775 sq.ft. 775 sq.ft. 775 sq.ft. 775 sq.ft. 2003 sq.ft. 2,063 sq.ft. 4,485 sq.ft. 1,075 sq.ft. 1,095 sq.ft. 1,095 sq.ft. 1,095 sq.ft. 1,095 sq.ft. 1,195 sq.ft.	Common Area Total 775 sq.ft 775 sq.ft 775 sq.ft 115 sq.ft 2,063 sq.ft 4,485 sq.ft 0 sq.ft 1,757 sq.ft 1,757 sq.ft 1,757 sq.ft 1,757 sq.ft 1,757 sq.ft 1,093 sq.ft 1,109 sq.ft 1,109 sq.ft 1,101 sq.ft	G64 sqft  Gross Area Per Roor  17,793 sqft  186 sqft  1,416 sqft  896 sqft  2,754 sqft	Gross Area 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 18,791 sq.ft. 1,159 sq.ft. 1,171 sq.ft. 1,172 sq.ft. 1,	# 95  Total FAR Exclusion  O sig.ft.  O sig.ft.  O sig.ft.  Total FAR Exclusion  1,224 sig.ft. 1,344 sig.ft. 7,34 sig.ft. 3,249 sig.ft.  \$ 4,664 sig.ft. \$ 5,609 sig.ft. \$ 5,609 sig.ft. \$ 5,609 sig.ft. \$ 5,609 sig.ft. \$ 1,5,976 sig.ft. \$ 1,5,976 sig.ft. \$ 1,3,276 sig.ft.	715,113  Total FAR Area 17,791 sq.tt 17,791 sq.tt 15,463 sq.tt 15,463 sq.tt 15,463 sq.tt 16,660 sq.tt 160 sq.tt 80 sq.tt 20 sq.tt 160 sq.tt 16	Total FAR Exclusion 1,416 sq ft 0 sq ft 80 sq ft 1200 sq ft 160 sq ft 160 sq ft 160 sq ft 0 sq ft 160 sq ft	Total FAR Area 8.006 sp. 15.559 sq. 16. 5.599 sq. 15. 5.599 sq. 15. 5.597 sq. 16. 5.597 sq. 16. 6.575 sq. 16. 6.575 sq. 16.	SAL
Retail	1.15 S:  Level  Li  Level  A3	Number of Floors  Number of Floors  Number of Floors  Number of Floors	Area Fer Floor 17/015 sq.R. 17/015 sq.R. 17/015 sq.R. 17/015 sq.R. 11/015 sq.R. 11/	3 Area Total 17,016 sq.ft. 17,016 sq.ft. 17,016 sq.ft. 17,016 sq.ft. 17,016 sq.ft. 15,016 sq.ft. 15,021 sq.ft. 17,021 sq.ft. 17,021 sq.ft. 12,021 sq.ft. 12,	50  Common Area Per Hou- 775 sq.ft. 775 sq.ft. 775 sq.ft. 775 sq.ft. 2,063 sq.ft. 2,063 sq.ft. 4,485 sq.ft. 0 sq.ft. 1,757 sq.ft. 0 sq.ft. 1,757 sq.ft. 1,009 sq.ft. 1,109 sq.ft. 1,119 sq.ft. 1,119 sq.ft.	Common Area Total 775 sq.ft 775 sq.ft 775 sq.ft 115 sq.ft 4,455 sq.ft 4,455 sq.ft 1,00 sq.ft 1,00 sq.ft 1,016 sq.f	G64 sqft.  Gross Area Fer Roor 17,791 sqft. 17,791 sqft. 17,791 sqft. 17,791 sqft. 16,007 sqft. 16,007 sqft. 16,007 sqft. 16,007 sqft. 16,007 sqft. 35,550 sqft. 36,550 sqft. 896 sqft. 896 sqft.	Gross Area 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. Gross Area Tetal 1,159 sq.ft. 16,307 sq.ft. 1,159 sq.ft. 33,550 sq.ft. Gross Area Per Roor 9,464 sq.ft. 5,696 sq.ft. 5,697 sq.ft. 15,976 sq.ft. 1	4.95  Total FAR Exclusion  0.5q.R.  0.5q.R.  1.544 sq.R.  1.344 sq.R.  1.344 sq.R.  2.24 sq.R.  3.292 sq.R.  Gross Area Total  5.549 sq.R.  5.559 sq.R.  1.5,97 sq.R.	715,113  Total FAR Area 17,791 sq.ft. 17,791 sq.ft. 15,463 sq.ft. 15,463 sq.ft. 15,463 sq.ft. 15,258 sq.ft. 32,258 sq.ft. 4daptable Units FAR Exclusion 0 sq.ft. 0 sq.ft. 60 sq.ft. 80 sq.ft. 200 sq.ft. 200 sq.ft. 160 sq.ft.	Total FAR Exclusion 1,416 sqt. 0 sq.t. 200 sq.t. 1200 sq.t. 120 sq.t. 220 sq.t. 220 sq.t.	224,299  Total FAR Area  8.045 sg ft. 5.579 sg ft. 5.579 sg ft. 15.870 sg ft.	supt.
Retail	1.15 St.  Level  1.1 Total  Level  1.1 1.2 1.2 1.1 1.2 1.3 1.1 1.2 1.3 1.3 1.4 1.4 1.4 1.4 1.5 1.4 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5	Number of Floors	Area Fer Floor  17:016 sqn.  17:016 sqn.  Area Fer Floor  17:016 sqn.  Area  A	3 Area Total 17,016 sq.m. 17,016 sq.m. 17,016 sq.m. 17,016 sq.m. 17,016 sq.m. 1,224 sq.m. 14,570 sq.m. 14,570 sq.m. 15,321	50  Common Area Per Floor 775 sq.ft. 775 sq.ft. 775 sq.ft. 775 sq.ft. 2003 sq.ft. 2,063 sq.ft. 4,485 sq.ft. 1,075 sq.ft. 1,095 sq.ft. 1,095 sq.ft. 1,095 sq.ft. 1,195 sq.ft.	Common Area Total 775 sq.ft 775 sq.ft 775 sq.ft 115 sq.ft 2,063 sq.ft 4,485 sq.ft 0 sq.ft 1,757 sq.ft 1,757 sq.ft 1,757 sq.ft 1,757 sq.ft 1,757 sq.ft 1,093 sq.ft 1,109 sq.ft 1,109 sq.ft 1,101 sq.ft	Goss Area Gross Area Per Floor 12,793 sq.ft. 17,793 sq.ft. 17,793 sq.ft. 16,627 sq.ft. 16,628 sq.ft. 17,628 sq.ft. 17,628 sq.ft. 18,658 sq.ft.	Gross Area 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 17,791 sq.ft. 18,791 sq.ft. 1,159 sq.ft. 1,171 sq.ft. 1,172 sq.ft. 1,	4.95  Total FAR Exclusion  D. sq. ft.  D. sq. ft.  Total FAR Exclusion  1,224 sq. ft.  1,344 sq. ft.  7,24 sq. ft.  3,292 sq. ft.  \$4,664 sq. ft.  \$5,649 sq. ft.  \$6,576 sq. ft.  11,176 sq. ft.  14,409 sq. ft.  11,176 sq. ft.  \$6,576 sq. ft.	715,113  Total FAR Anna 17,791 og ft. 17,791 og ft. 17,791 og ft. 18,791 og ft. 18,791 og ft. 18,791 og ft. 18,660 og ft. 32,255 og ft. 18,660 og ft. 32,255 og ft. 18,660 og ft. 18,660 og ft. 18,660 og ft. 18,60 o	Total FAR Exclusion 1.415-ya ft. 0 to ft. 1200 ya ft. 1200 ya ft. 1200 ya ft. 1200 ya ft. 0 to ft. 0 to ft.	Total FAR Area R-049 sq. 1 5-569 sq. 1 4-600 sq. 1 5-800 sq. 1 1-1,200 sq. 1 1 1-1,200 sq. 1 1 1-1,200 sq. 1 1 1-1,200 sq. 1 1 1-1,200 sq. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	SAP.

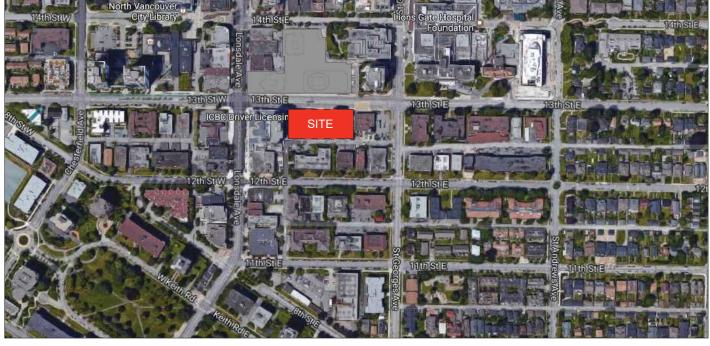






April 2021

Scale N.T.S.





LONSDALE ST & E. 13TH ST BLVD LOOK NORTHEAST



SITE MAP

E. 13TH ST BLVD LOOK SOUTHWEST







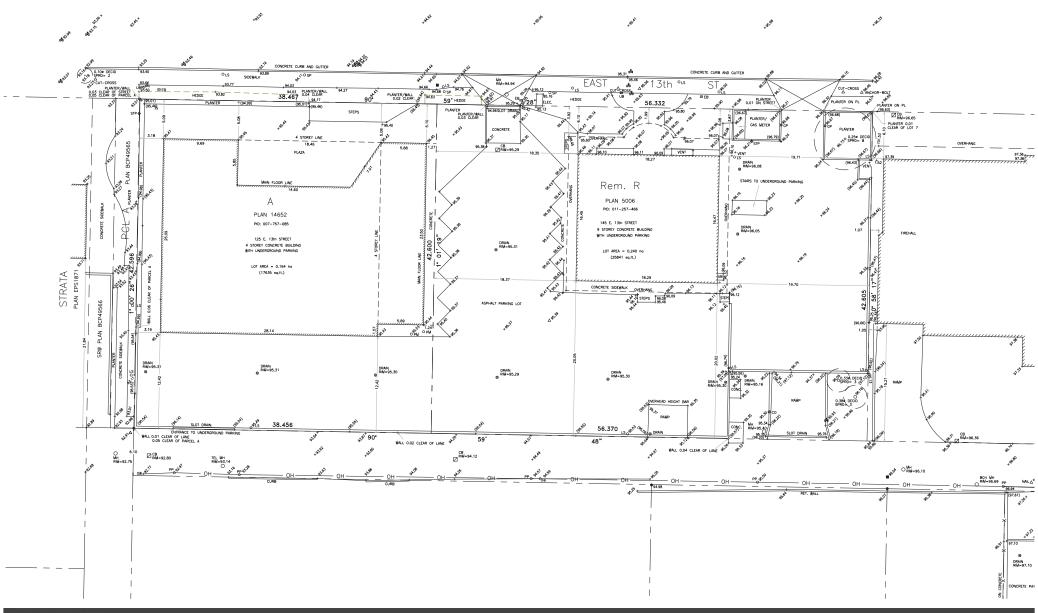
LONSDALE ST & E. 13TH ST BLVD LOOK EAST



E. 13TH ST BLVD LOOK WEST



Scale N.T.S.



A100



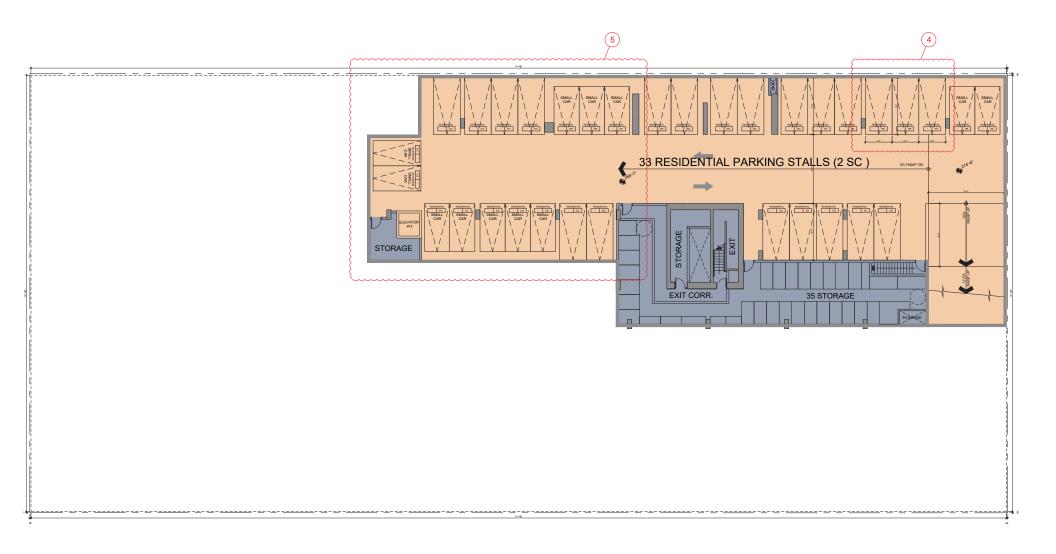


Scale 1/16"=1'-0"

A101



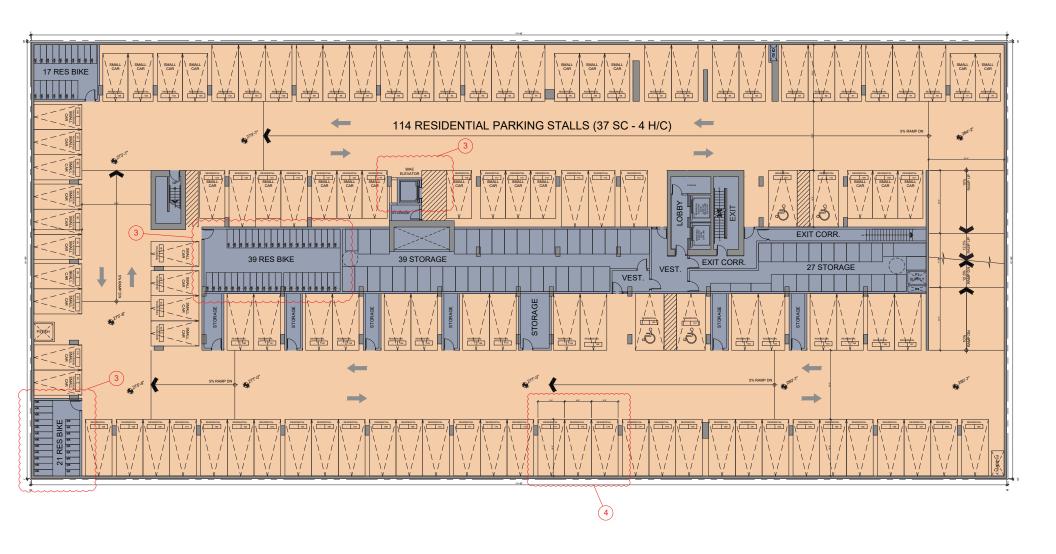
A102

















A200-b





















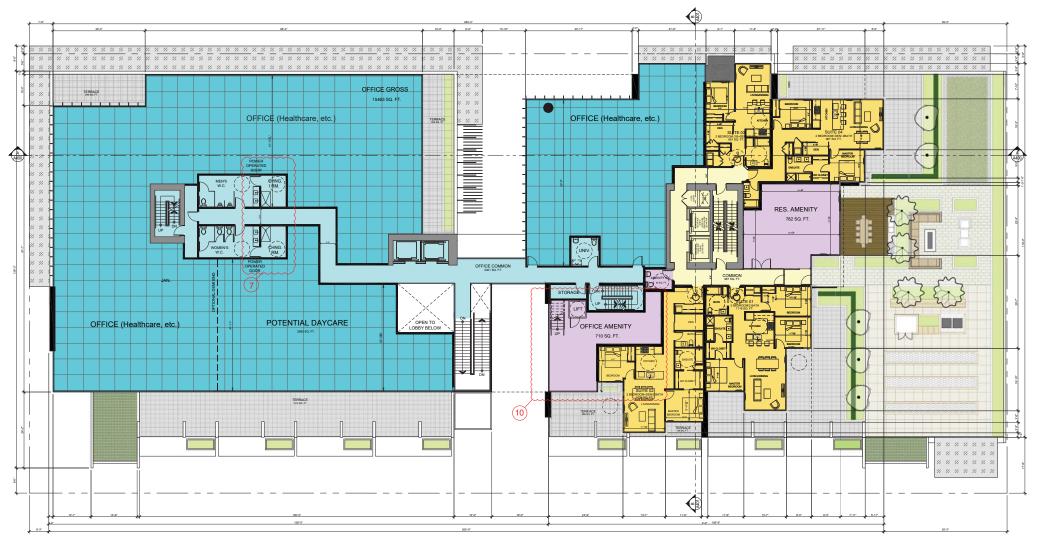








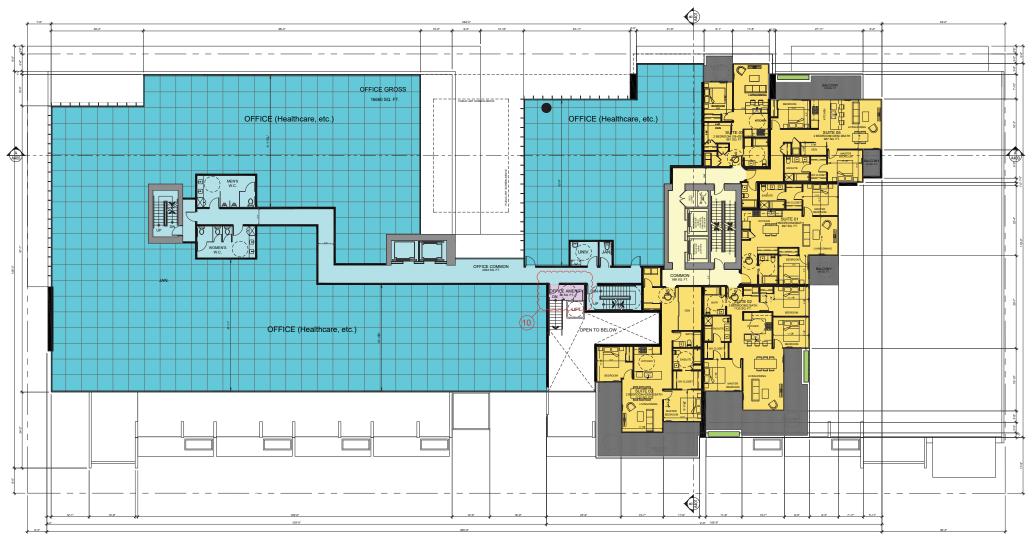
Scale 1/8"=1'=0"



NOTE: SUITES 01,02,03 ON THIS LEVEL REFLECT REQUIRED LEVEL 2 ADAPTABLE DESIGN ELEMENTS.



**RZ/DP RE-SUBMISSION DRAWINGS** 



NOTE: SUITES 01,02,03,05 ON THIS LEVEL REFLECT REQUIRED LEVEL 2 ADAPTABLE DESIGN ELEMENTS.





NOTE: SUITES 01,02,03,07,08,09,10,11,12,13,14 ON THIS LEVEL REFLECT REQUIRED LEVEL 2 ADAPTABLE DESIGN ELEMENTS.





NOTE: SUITES 01,02,03,05,06,07,08,09,10,11,12,13,14 ON THIS LEVEL REFLECT REQUIRED LEVEL 2 ADAPTABLE DESIGN ELEMENTS.





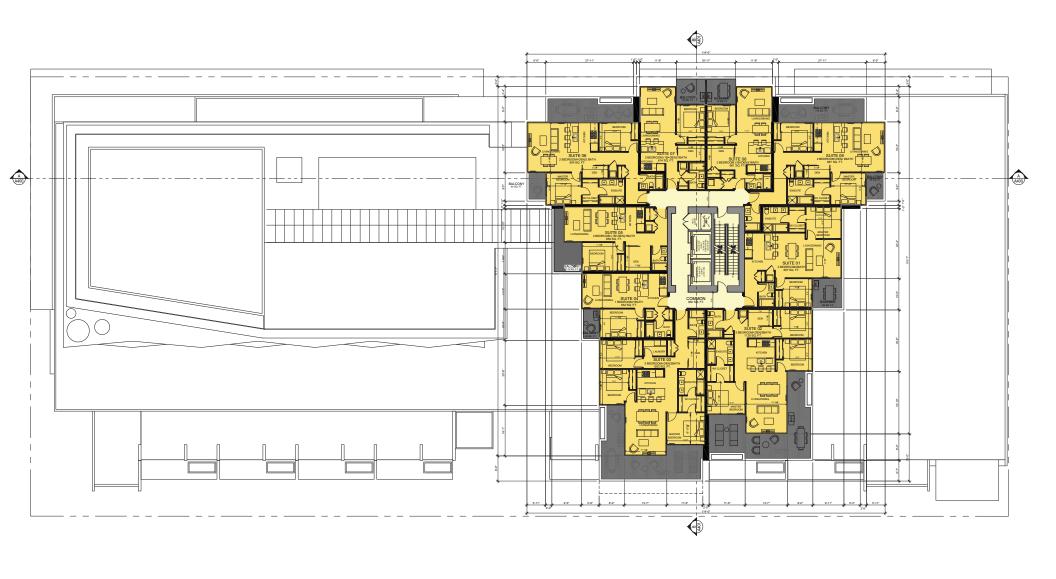
SUITES 02,03,05,06,07,09,10,11 ON THIS LEVEL REFLECT REQUIRED LEVEL 2 ADAPTABLE DESIGN ELEMENTS.





SUITES 02,03 ON THIS LEVEL REFLECT REQUIRED LEVEL 2 ADAPTABLE DESIGN ELEMENTS.

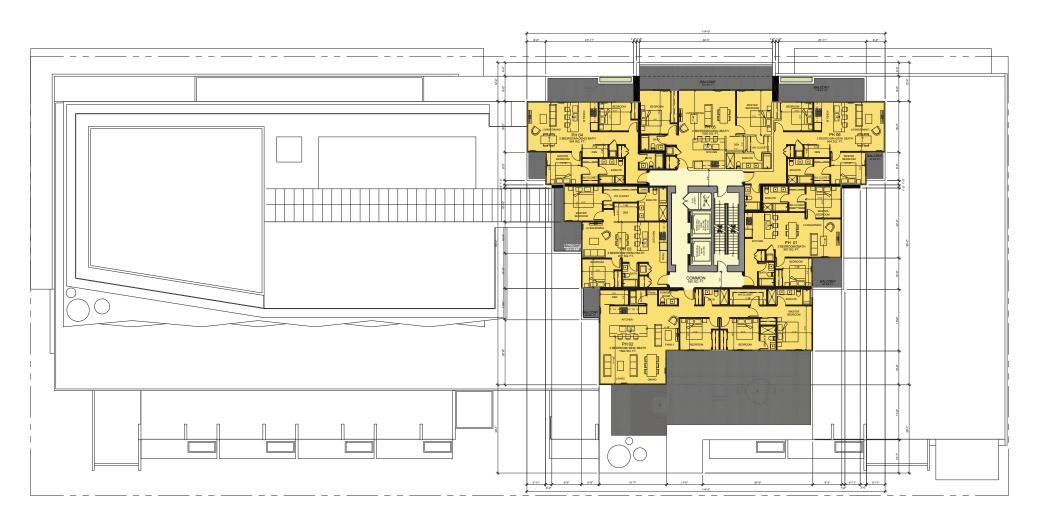








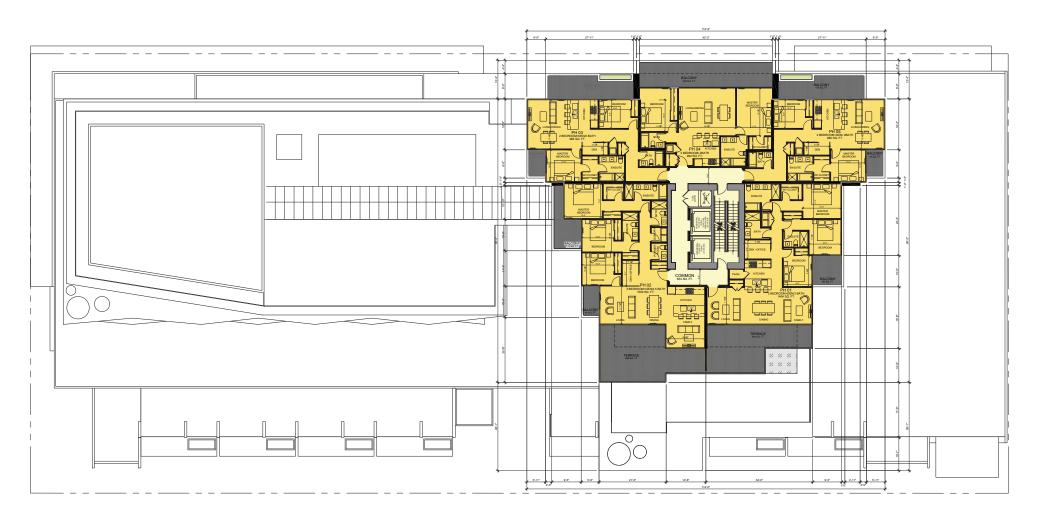








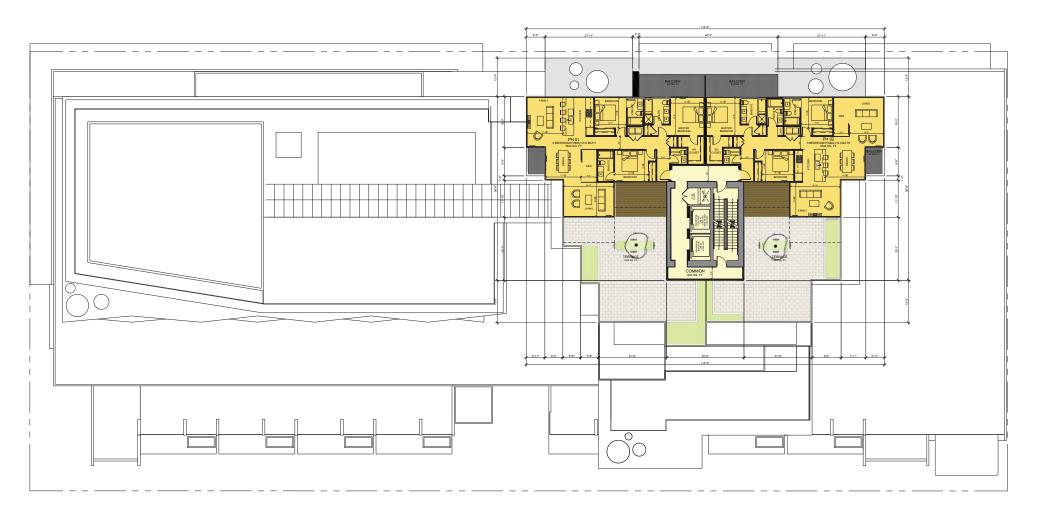








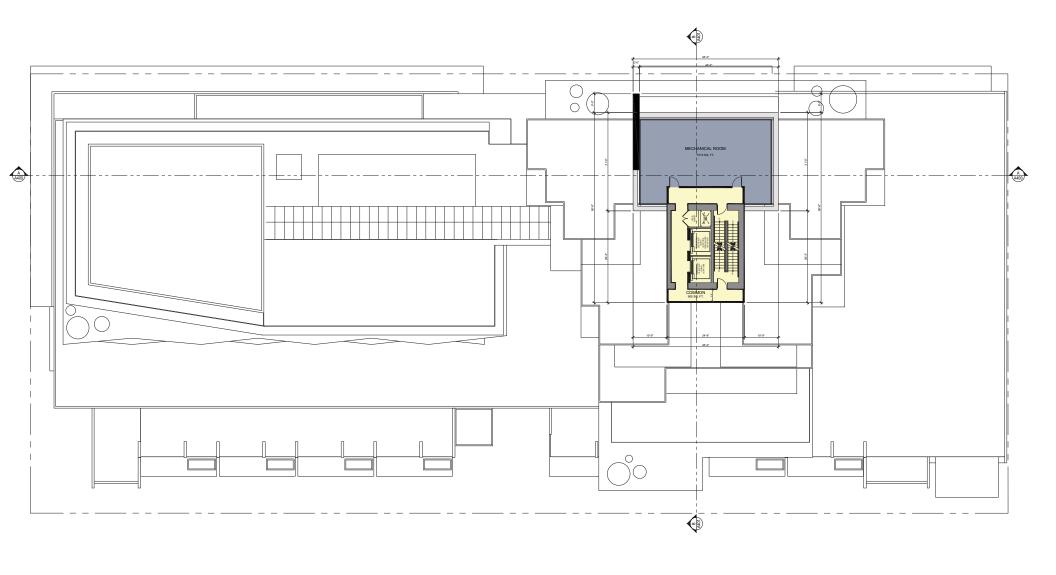








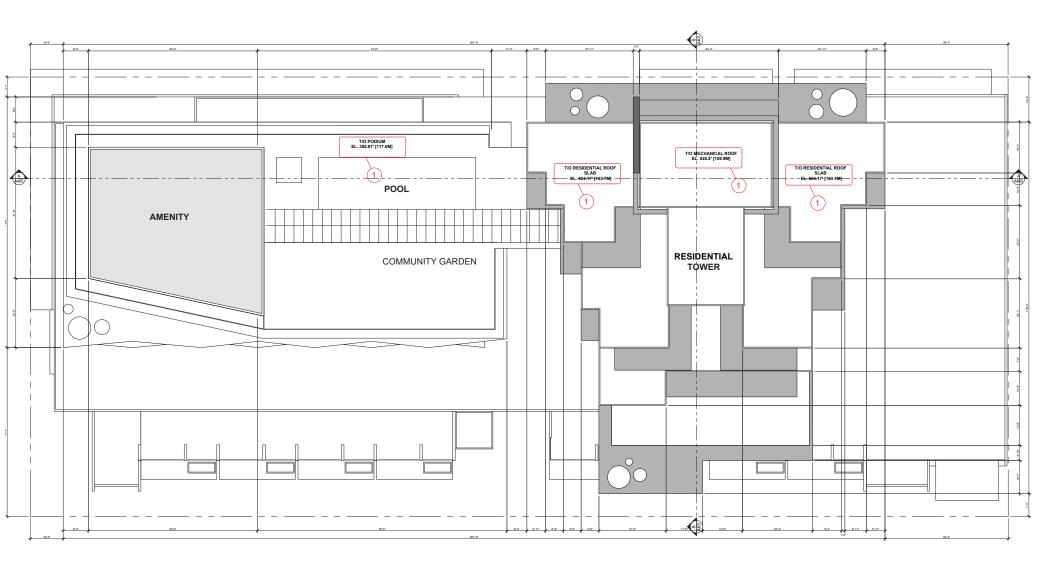








April 2021







**RZ/DP RE-SUBMISSION DRAWINGS** 

April 2021





LEGEND RESIDENTIAL

RESIDENTIAL COMMON

RESIDENTIAL LOBBY

OFFICE/CRU

OFFICE/CRU COMMON

PARKING - RESIDENTIAL

BALCONY

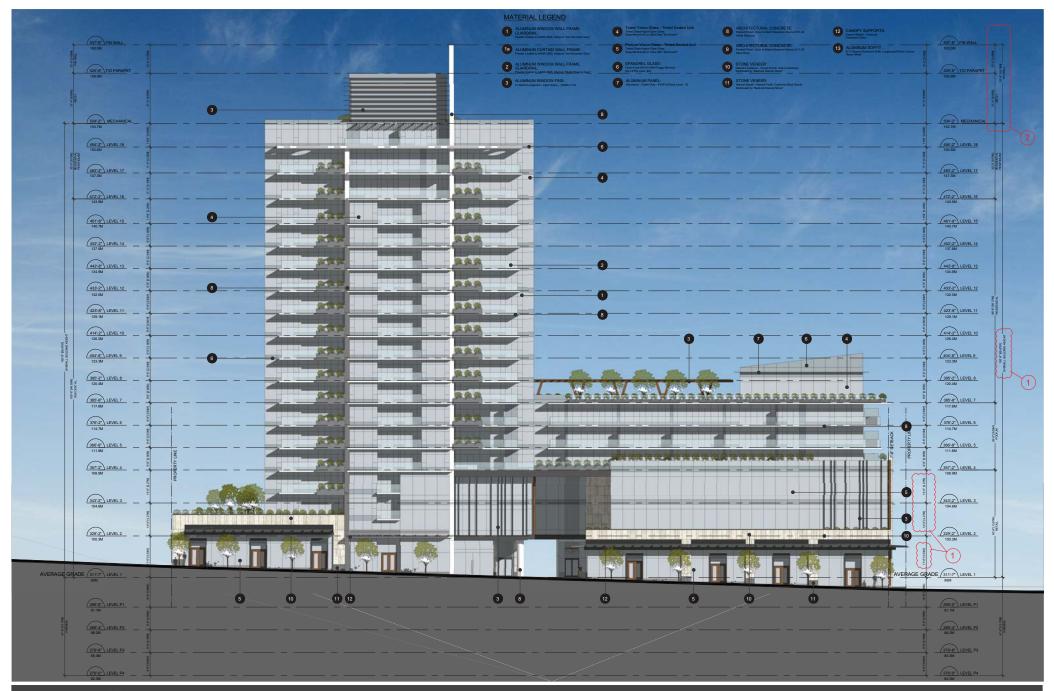
OFFICE LOBBY

AMENITY



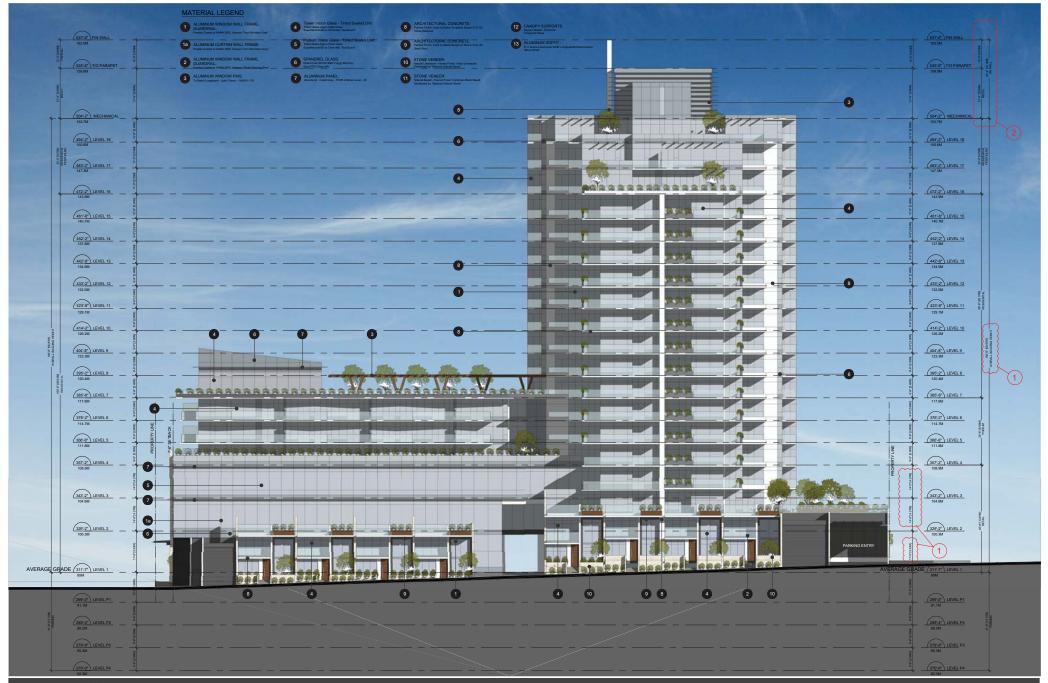








**MIXED-USE DEVELOPMENT** 





**MIXED-USE DEVELOPMENT** 





April 2021



NORTH CONTEXT STREETSCAPE ELEVATION



SOUTH CONTEXT STREETSCAPE ELEVATION



MIXED-USE DEVELOPMENT



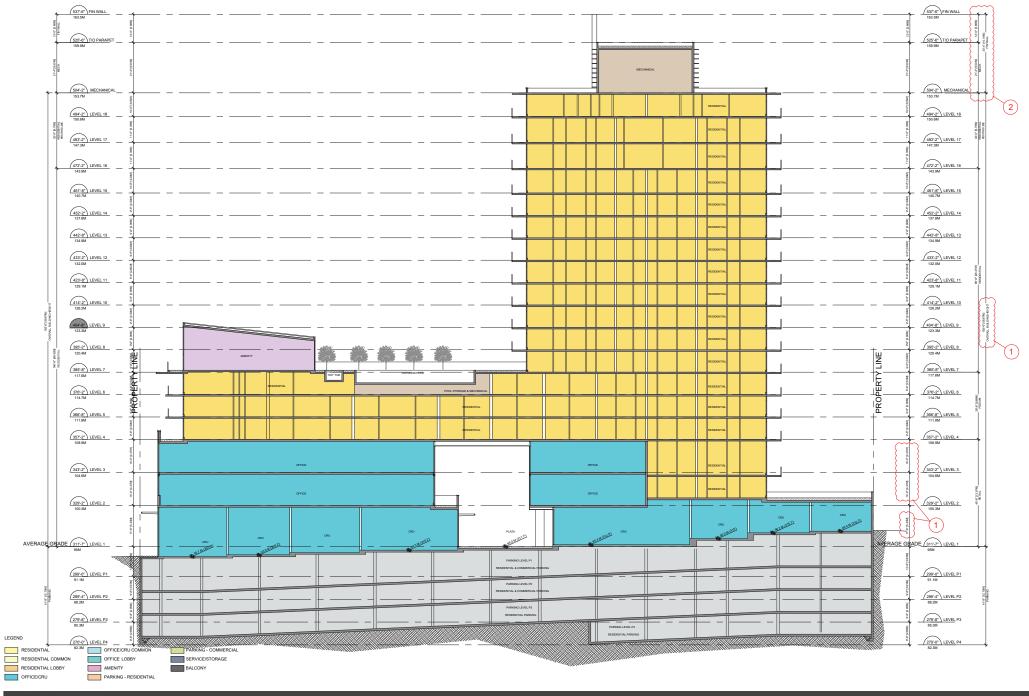
WEST CONTEXT STREETSCAPE ELEVATION



EAST CONTEXT STREETSCAPE ELEVATION

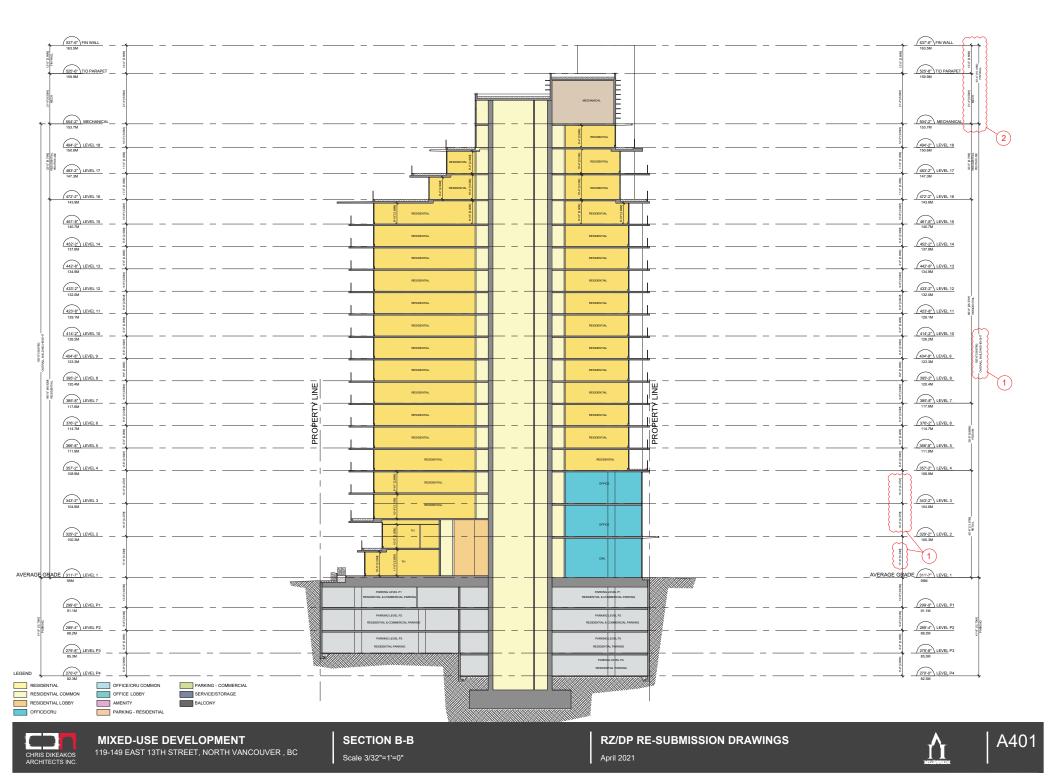


Scale N.T.S.





**MIXED-USE DEVELOPMENT** 





LOOKING SOUTH EAST FROM 13TH STREET



MIXED-USE DEVELOPMENT



LOOKING NORTH EAST FROM LANE





LOOKING SOUTH EAST FROM 13TH STREET





LOOKING SOUTH THROUGH BREEZEWAY FROM 13TH STREET



3D VIEW

Scale: N.T.S.



LOOKING SOUTHEAST FROM 13TH STREET





LOOKING SOUTHWEST FROM 13TH STREET





LOOKING NORTHWEST FROM LANE



3D VIEW

Scale: N.T.S.



LOOKING NORTHEAST FROM LANE



MIXED-USE DEVELOPMENT



BIRD'S EYE VIEW LOOKING FROM SOUTHWEST

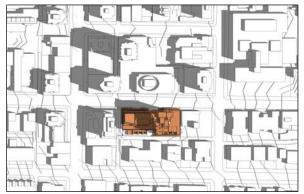




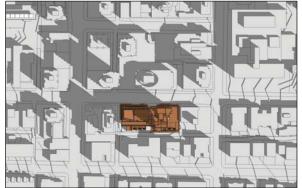
BIRD'S EYE VIEW LOOKING FROM NORTHEAST



April 2021



JUNE 21, 10:00am



SEPTEMBER 21, 10:00am



MIXED-USE DEVELOPMENT

DECEMBER 21, 10:00am



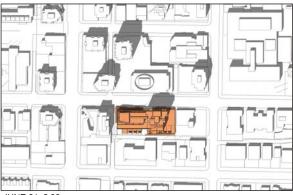
JUNE 21, 12:00pm



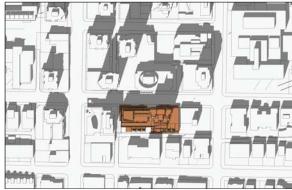
SEPTEMBER 21, 12:00pm



DECEMBER 21, 12:00pm



JUNE 21, 2:00pm



SEPTEMBER 21, 2:00pm



DECEMBER 21, 2:00pm







## **Project Summary**



CITY

3

## Background

September 2018: original application approved

December 2019: BP application submitted

July 2020: application for additional 7 storeys

received and subsequently rejected

December 2020: application for 1.7m height increase

and minor CD zone amendments

submitted (current proposal)



## **OCP** Amendment

Height: From 57m

maximum to 59m

maximum

Density: no change Uses: no change





5

## Zoning Bylaw Amendment

- Supporting original design:
  - Townhouse Units in Laneway
  - Balconies
  - Rooftop Mechanical Housing
  - Canopy Over Pedestrian Pathway
  - 3<sup>rd</sup> Floor Office Space



## Zoning Bylaw Amendment

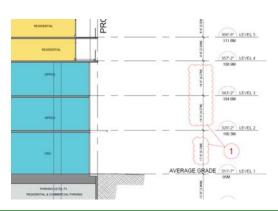
- · New variances supported by staff:
  - Maximum building height increase of 1.7m, to 58.7m
  - GFA exclusion for commercial amenity space
  - Slight increase in parking space minimum width and waiver of minimum setback from columns
  - 20% reduction in garbage and recycling storage area with compactor



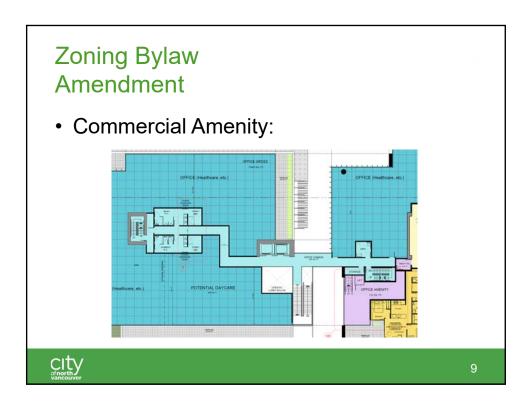
7

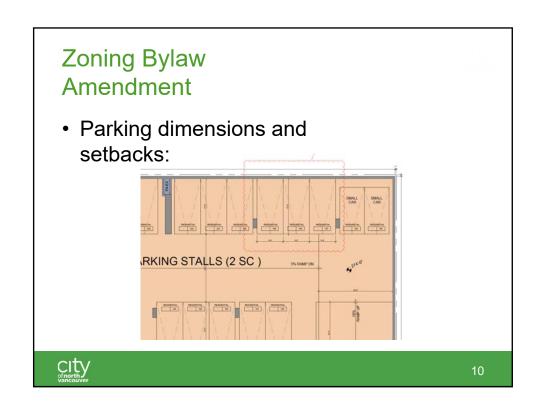
## Zoning Bylaw Amendment

• 1.7m height increase:









## Zoning Bylaw Amendment

 Reduction in garbage and recycling area:





11

## **Public Input**

Streamlined process: Targeted staff reviews and no

DIS or Town Hall

OCP amendment: Public Hearing Required in

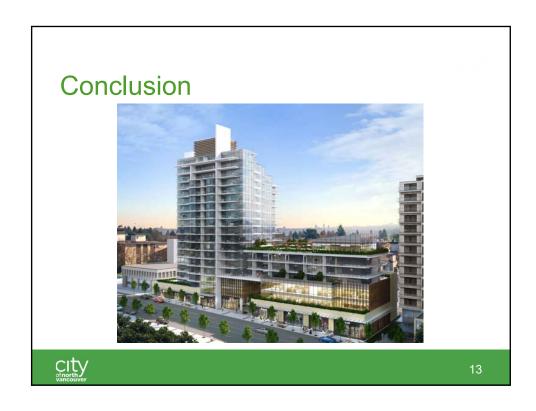
accordance with Local

Government Act

Public Hearing Input: Input submitted for Public

Hearing







# **NORTHMOUNT MIXED-USE DEVELOPMENT**

119-149 EAST 13TH STREET, NORTH VANCOUVER, BC

PUBLIC HEARING PRESENTATION JUNE 7, 2021







## **SITE CONTEXT**







LONSDALE ST & E. 13TH ST BLVD LOOKING SOUTHEAST



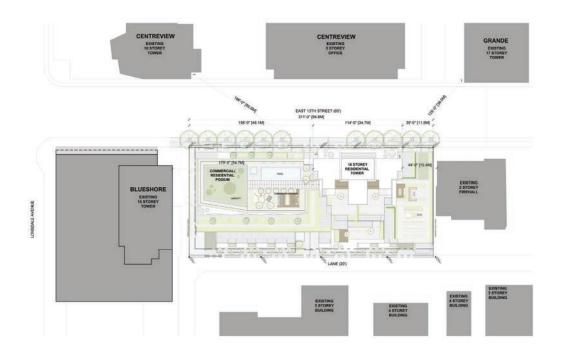
LONSDALE ST & E. 13TH ST BLVD LOOKING EAST



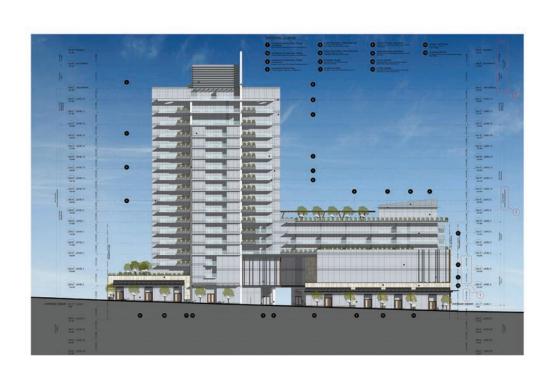




## **CONTEXT PLAN**



## **NORTH ELEVATION**



### **SOUTH ELEVATION**



### **EAST & WEST ELEVATION**

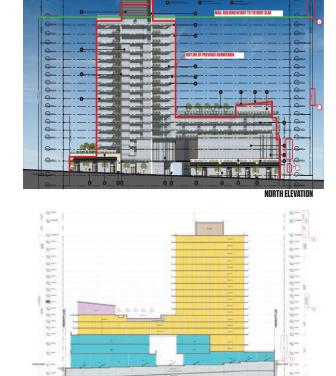


## **MATERIAL BOARD**



EAST-WEST SECTION

### PROPOSED HEIGHT INCREASE





L1 FLOOR PLAN

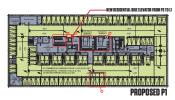
#### **PROPOSED CHANGES:**

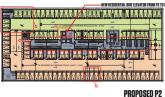
- 1. EXTRA 1.7M HEIGHT ADDED:
- EXTRA O.5M (1'-6") HEIGHT AT THE TH/RETAIL OFFICES
- EXTRA 1.2M (4'-O") HEIGHT AT OFFICE LEVELS

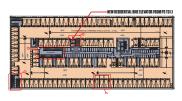
#### **BENEFITS FOR PROPOSED CHANGES:**

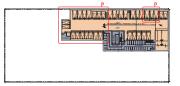
- -CRU & OFFICE SPACES REQUIRE HIGHER CEILINGS TO ALLOW FOR More Flexibility for Tenants. Office space targeted towards Healthcare professionals.
- -GREATER HEIGHT AT COMMERCIAL WOULD ALLOW FOR MEDICALLY RELATED MECHANICAL REQUIREMENTS
- -GREATER HEIGHT AT TOWNHOUSES WOULD REFINE PATIO GRADING AND IMPROVE STREETSCAPE AT LANE

## **PROPOSED BICYCLE STORAGE / PARKING REVISIONS**









PROPOSED P4

#### **PROPOSED CHANGES:**

- 1. NEW DEDICATED RESIDENTIAL BIKE ELEVATOR ADDED TO SERVICE LEVELS P3 TO L1. SEPARATE FROM MAIN LOBBY ELEVATOR.
- 2. COMMERCIAL BICYCLE STALLS INCREASED BY (23)
- 3. COMMERCIAL PARKING STALLS INCREASED BY (18)
- 4. RESIDENTIAL PARKING STALLS INCREASED BY (53)

#### **BENEFITS FOR PROPOSED CHANGES:**

- -BICYCLE ELEVATOR PROVIDES EASE OF ACCESS FOR BICYCLISTS TO ALL PARKING LEVELS.
- -ADDITIONAL COMMERCIAL BICYCLE STALLS ENCOURAGE LOW-EMISSION FORMS OF TRANSPORT.
- -ADDITIONAL COMMERCIAL PARKING PROVIDES MORE OPPORTUNITY TO SERVICE SMALL BUSINESSES & OFFICE SPACES.
- -ADDITIONAL RESIDENTIAL PARKING FACILITATES SERVICING FOR FAMILY ORIENTED DWELLING UNITS.

From: mike Jenkins <> Sent: May-28-21 8:16 PM

**To:** Submissions

**Subject:** Zoning Amendment Bylaw No 8833

Fine, if this does not increase the height of this proposed building.

Our main concern is Air Conditioning and Fans that may be installed on the roofs of these structures. It will be a constant noise pollution if these units are not well insulated. We have put up with this situation for the past 4 years living in Centreview opposite this area and would not like a repeat of the same problem. Hopefully you will be considerate with our peaceful living here.

Thank you.
T. Jenkins
C. Jedryzki
unit 1403 - 112 East 13<sup>th</sup> St
North Vancouver

 From:
 Nicole 213 <>

 Sent:
 May-29-21 11:52 PM

**To:** Submissions

Subject: RE: OCP Amendment Bylaw No. 8832 and Zoning Amendment Bylaw No. 8833

#### Dear Ms. Macdonald:

My name is Nicole Leung and I am the owner of #2202 – 125 E. 14<sup>th</sup> St., North Vancouver, B.C., Canada V7L 0E6.

Please register my 100% AGAINST OCP Amendment Bylaw No. 8832 and Zoning Amendment Bylaw No. 8833.

I've purchased the condo at a premium price in January 2019 with the understanding, from the real estate sales agent, that the height of future buildings in front of my condo, (facing south) will not be taller to grade than Centreview Tower A situated at 123 E. 14<sup>th</sup> St., North Vancouver.

I am completely against these bylaw changes. One may argue that the 1.7 meters in the increase in height is insignificant. But this is a precedent setting bylaw change as the previous bylaw's height regulation has likely been debated upon and arrived at its current maximum height level. If this is permitted, if will make the future height regulation in the zone ambiguous and permit affected owners to seek compensation.

Sincerely, Nicole Leung 2202-125 East 14<sup>th</sup> Street North Vancouver



## **NOTICE OF PUBLIC HEARING**

WHO: **Chris Dikeakos Architects Inc.** 

WHAT: Official Community Plan (OCP) Amendment Bylaw No. 8832 and

**Zoning Amendment Bylaw No. 8833** 

WHERE: 123-127 and 145 East 13th Street Monday, June 7, 2021 at 5:30 pm WHEN:

View the meeting online at cnv.org/LiveStreaming HOW:

Notice is hereby given that Council will consider:

OCP Amendment Bylaw No. 8832 and Zoning Amendment Bylaw No. 8833 to amend the maximum height permitted by the OCP to allow for a 1.7 metre increase in height, as well as several minor amendments to the CD-004 Zone. An OCP amendment and rezoning was approved for the redevelopment of this site in 2018 for an 18-storey commercial and residential building. The proposed design remains unchanged, with the exception of additional floor-to-ceiling height on the commercial office levels and improvements to the ground floor grading, for a total height increase of 1.7 metres. Other proposed amendments support elements of the original design that were not captured in the original CD Zone.



As City Hall remains closed to the public, the Public Hearing will be held electronically via "WebEx". All persons who believe their interest in property may be affected by the proposed bylaws will be afforded an opportunity to speak at the Public Hearing and/or by email or written submission. To ensure all submissions are available for Council at the Public Hearing, certain deadlines have been implemented.

For email submissions (preferred): Include your name and address and send to input@cnv.org no later than 12:00 noon on Monday, June 7, 2021.

For written submissions: Include your name and address and mail or deposit into a drop-box at City Hall **no later** than 4:00 pm on Friday, June 4, 2021, as documents are subject to a 24-hour quarantine period before being opened due to COVID-19.

To speak at the Public Hearing by phone: Pre-register by completing the online form at cnv.org/PublicHearings. Persons can also pre-register by phoning 604-990-4230 and providing contact information so call-in instructions can be forwarded to you. All pre-registration must be submitted no later than 12:00 noon on Monday, June 7, 2021.

Speakers who have not pre-registered will also have an opportunity to provide input at cnv.org/PublicHearings. Call-in details will be displayed on-screen at the Public Hearing (watch web livestream). Once all registered speakers have provided input, the Mayor will call for a recess to allow additional speakers time to phone in.

Once the Public Hearing has concluded, no further information or submissions can be considered by Council.

The proposed OCP and Zoning Amendment Bylaws, background material and presentations of staff and the applicant will be available for viewing online at cnv.org/PublicHearings on Friday, May 28, 2021.

Please direct any inquiries to Emily Macdonald, Planner, at emacdonald@cnv.org or 604-982-3904.







#### THE CORPORATION OF THE CITY OF NORTH VANCOUVER

#### **BYLAW NO. 8832**

#### A Bylaw to amend "Official Community Plan Bylaw, 2014, No. 8400"

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

- 1. This Bylaw shall be known and cited for all purposes as "Official Community Plan Bylaw, 2014, No. 8400, Amendment Bylaw, 2021, No. 8832" (Millennium Northmount Nominee Ltd., Inc. No. BC1120079, 123-127 and 145 East 13<sup>th</sup> Street, Permitted Height Change).
- 2. "Schedule A Land Use" of the "Official Community Plan Bylaw, 2014, No. 8400" is amended by revising the maximum building height applicable for the following properties:

Lots	Block	D.L.	Plan
Α	74	549	14652
R, EXCEPT PART IN PLAN 14652	74	549	5006

From 57 metres to 59 metres as indicated in "Schedule A" attached to this bylaw.

READ a first time on the 10 <sup>th</sup> day of May, 2021.
READ a second time on the 10 <sup>th</sup> day of May, 2021.
READ a third time on the <> day of <>, 2021.
ADOPTED on the <> day of <>, 2021.
MAYOR
CORPORATE OFFICER

Document: 2042595-v1

#### Schedule A Maximum Building Height



#### THE CORPORATION OF THE CITY OF NORTH VANCOUVER

#### **BYLAW NO. 8833**

#### A Bylaw to amend "Zoning Bylaw, 1995, No. 6700"

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

- 1. This Bylaw shall be known and cited for all purposes as "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8833" (Millennium Northmount Nominee Ltd., Inc. No. BC1120079, 123-127 and 145 East 13<sup>th</sup> Street, CD-004 Text Amendment).
- 2. Part 11 of Division V: Comprehensive Development Regulations of Document "A" of "Zoning Bylaw, 1995, No. 6700" is hereby amended by:
  - A. Within the CD-004 Comprehensive Development 004 Zone, removing subsection (1) and replacing it with the following:
    - (1) The permitted Principal Use on the Lot shall be limited to:
      - (a) Retail Service Group 1 Use;
      - (b) Laboratories used for scientific, research and development, medical and/or dental testing, experimentation and/or research;
      - (c) Accessory Apartment Use subject to Section 607(1)(b, c and d)
      - (d) Accessory Home Occupation Use, subject to Section 507(5);
      - (e) Accessory Home Office Use, subject to Section 507(5):
      - (f) Child Care Use, subject to Section 607(9);
      - (g) Accessory Off-Street Loading Use;
      - (h) Accessory Off-Site Parking Use;
      - (i) Off-Site Parking Use;
  - B. Within the CD-004 Comprehensive Development 004 Zone section (2) after section (2)(c), adding the following:
    - (d) For the purposes of the CD-004 Zone, Gross Floor Area shall excluded accessory non-commercial social and recreational facilities up to a maximum of 72 square metres (775 square feet) provided that the area is held in common ownership and is used only for non-commercial purposes.
    - (e) For the purposes of the CD-004 Zone, Open Appendages may be excluded from Gross Floor Area provided that the total area does not exceed 14 percent of total Gross Floor Area.
  - C. Within the CD-004 Comprehensive Development 004 Zone, removing subsection (3) and replacing it with the following:
    - (3) Building Height:
      - (a) The Principal Building shall not exceed a Building Height of 58.7 metres (192.6 feet) as measured from the average Building Grades at the north property line along East 13th Street;

- (b) Elevator and mechanical penthouses may project beyond the defined height in (a) by a maximum of 6.5 metres (21.3 feet) including elevator shafts and mechanical rooms;
- D. Within the CD-004 Comprehensive Development 004 Zone, removing subsection (4) and replacing it with the following:
  - (4) Section 610(5) Siting shall be waived and replaced with the following siting requirements:
    - (a) The Principal Building shall be sited not less than:
      - i. 0.9 metres (3.0 feet) from East 13th Street;
      - ii. 0.0 metres (0 feet) from eastern property boundary;
      - iii. 2.0 metres (6.5 feet) from the western property boundary; and
      - iv. 2.4 metres (8 feet) from the lane;
    - (b) Weather protection canopies that project over public sidewalks and pathways shall be exempt from Setback requirements.
- E. Within the CD-004 Comprehensive Development 004 Zone, therein after subsection (5), adding the following subsections, and renumbering subsequent sections:
  - (6) Maximum Lot Coverage shall be 90 percent.
  - (7) Secure Bicycle Parking for a residential use may be located on any level, provided that a dedicated elevator, accessible to residents at all times, allows for access from the ground floor to all levels with residential Secure Bicycle Parking.
  - (8) Where a compacting device is installed in residential or commercial garbage and recycling areas, the required minimum floor area for storage of garbage and recycling for that use may be reduced to 80 percent.

Document: 2042349-v1

(9)	Minimum Parking Space dimensions for Regular spaces shall be 5.486 met (18 feet) by 2.59 metres (8.5 feet) and Section 906(3)(c)(ii), minimum setba from structures, shall be waived.				
		READ a first time on the 10 <sup>th</sup> day of May, 2021.			
		READ a second time on the 10 <sup>th</sup> day of May, 2021.			
		READ a third time on the <> day of <>, 2021.			
		ADOPTED on the <> day of <>, 2021.			
		MAYOR			
		CORPORATE OFFICER			

(9)







## The Corporation of THE CITY OF NORTH VANCOUVER PLANNING & DEVELOPMENT DEPARTMENT

REPORT

To:

Mayor Linda Buchanan and Members of Council

From:

Annie Dempster, Planning Technician 2

Subject:

HERITAGE REVITALIZATION AGREEMENT: 532 EAST 10th STREET

(A. DEAN / Y. PERRAULT)

Date:

April 28, 2021

File No: 08-3400-20-0040/1

The following is a suggested recommendation only. Refer to Council Minutes for adopted resolution.

#### RECOMMENDATION

PURSUANT to the report of the Planning Technician 2, dated April 28, 2021, entitled "Heritage Revitalization Agreement: 532 East 10<sup>th</sup> Street (A. Dean / Y. Perrault)":

THAT "Heritage Revitalization Agreement Bylaw, 2020, No. 8831" (A. Dean / Y. Perrault, 532 East 10<sup>th</sup> Street) be considered and the Public Hearing be waived;

THAT notification be circulated in accordance with the Local Government Act;

AND THAT the Mayor and Corporate Officer be authorized to sign the necessary documentation to give effect to this motion.

#### **ATTACHMENTS**

- 1. Context Map (CityDocs 2046099)
- 2. Conservation Plan, dated July 2020 (CityDocs 1941998)
- 3. Heritage Register Excerpt (CityDocs 2046105)
- Architectural and Landscape Plans (CityDocs 2046279)
- 5. Confirmation Guards comply with Conservation Plan (CityDocs 2046301)
- 6. Heritage Advisory Commission Resolution, March 9th, 2021 (CityDocs 2046988)
- 7. "Heritage Revitalization Agreement Bylaw, 2020, No. 8831" (CityDocs 2046259, 2047707)

Document Number: 2040170 V4

REPORT: Heritage Revitalization Agreement Application: 532 East 10th Street (A. Dean/ Y. Perrault)

Date: April 28, 2021

#### SUMMARY

This report presents, for Council's consideration, a bylaw to enter into a Heritage Revitalization Agreement (HRA) to legally protect the heritage building known as the "James Residence", now located at 532 East 10<sup>th</sup> Street (Attachment 1). Through the HRA, the applicant is also seeking to regularize a 125.4 sq. m. (1,350 sq.ft.) existing house on the same site as an accessory coach house.

#### BACKGROUND

The James Residence, also known as the Copper Cottage, was built in 1907 on the lot at 334 East 9<sup>th</sup> Street as a one storey, wood-framed house in the Early Cottage architectural style. In 1924, the house was relocated next door to 336 East 9th Street where it remained until 2020. The Conservation Plan (the "Plan") (Attachment 2) chronicles the story of this heritage building, which is listed as a "B" ranked building in the City's Heritage Register (Attachment 3).

In 2020 the applicant saved the building from demolition, and with the support of Council, moved it onto their own property at 532 East 10<sup>th</sup> Street. At the time, the applicant also commissioned the Plan and pledged to rehabilitate the house in accordance with the Plan.

Saving the James Residence from demolition was facilitated through Council's issuance of a Temporary Use Permit (TUP) that allowed the dwelling to be moved onto 532 East 10<sup>th</sup> Street while also allowing the existing legally non-conforming principal dwelling, built adjacent to the lane in 1916, to remain on the property for up to three years (until February 23, 2023). The TUP provided time for the appropriate approvals to be obtained to bring the original dwelling into conformance with the Zoning Bylaw.

To date, two Building Permits have also been issued to facilitate the relocation and restoration of the James Residence. The first enabled the James Residence to be moved onto a temporary foundation at the front of 532 East 10<sup>th</sup> Street where it now sits as the principal residential dwelling on the lot. The second allowed for the permanent foundation and also restoration, rehabilitation and alteration of the James Residence in accordance with Zoning Bylaw, the BC Building Code (the "Code") as well as the Plan.

#### DISCUSSION

#### **Zoning and Site Context**

The lot at 532 East 10<sup>th</sup> Street is zoned One-Unit Residential 1 (RS-1), which permits single-family homes and accessory secondary suites and accessory coach houses, and is designated Residential Level 1 (R1) in the Official Community Plan (OCP). R1 allows a maximum density of 0.5 times the lot area. The proposed density, of 0.41 times the lot area, is well under the OCP maximum and is also less then the RS-1 maximum of 0.3 times the lot area plus 92.9 sq. m (1000 sq. ft). The lot is located between Grand Boulevard West and Moody Avenue in the single-family Grand Boulevard neighbourhood (Attachment 1).

#### **Heritage Revitalization Agreement**

As a result of the relocation, two buildings sit on the site; the James Residence facing the street, and the original house which was located by the lane. This configuration fits into the RS-1 zoning regulations and the overall density is also within the OCP limit. However, the lane house is slightly over the maximum permitted size for a laneway home under City regulations.

An HRA is an appropriate tool in this case to permit a slight variance to the Zoning Bylaw in the pursuit of heritage conservation. It is a formal, voluntary, written agreement that allows the City to vary zoning regulations and provide non-financial incentives to increase the viability for the owners to conserve a property of heritage merit. An HRA provides long-term legal protection of a heritage asset.

By legally protecting the James Residence through an HRA, staff recommend varying the following Zoning provisions in order to keep the laneway house as is:

Table #1. Requested Changes to the Zoning By-law

	Current Regulation	Proposed Regulation
509(2)(c)(ii) Gross Floor Area (GFA)	Maximum size for Accessory Coach House Use shall not exceed 92.9 sq. m (1,000 sq.ft.)	Maximum size for Accessory Coach House Use shall not exceed 125.4 sq. m (1,350 sq.ft.)
Section 509(6)	Accessory Coach House Use should comply with the applicable Accessory Coach House Development Permit Guidelines	Waive the requirement that the Accessory Coach House Building situated on the Lands comply with the applicable Accessory Coach House Development Permit Guidelines
Division V11 C.2.1 Exemptions	Minor exterior renovations to existing coach houses which do not significantly alter the footprint or character of the building may be exempted from Development Permit requirements at the discretion of the Director of Planning and Development	Varied so that in addition to minor exterior renovations, other interior and exterior renovations to the existing Accessory Coach House Building situated on the Lands which do not significantly alter the footprint or character of the building may also be exempted from Development Permit requirements at the discretion of the Director of Planning and Development

<u>Size of the Existing House</u>: As the zoning specifies, the maximum size for Accessory Coach House Use shall not exceed 92.9 sq.m (1,000 sq.ft.), the HRA will vary this maximum size to enable the 125.4 sq.m (1,350 sq.ft.) dwelling be regularized as an Accessory Coach House (Attachment 4). If this variance is approved, there will still be 15.2 sq.m (163.6 sq. ft.) of remaining unbuilt GFA on the lot under the RS-1 zone.

<u>Setback of the Existing House</u>: While the house is conveniently situated primarily within the accessory coach house siting envelope specified in the City's Coach House Guidelines, a slight variance is required to allow the existing building to be sited in the rear 33% of the lot, rather than the rear 25% of the lot in the Guidelines. There are other minor deviations from the Guidelines, which are to be expected for a house that was built 100 years ago. Hence the HRA exempts the house from complying with every

provision of the Guidelines and further exempts reasonable renovations from having to comply with the Guidelines.

Front Porch Railing: As mentioned above, a Building Permit (BP) has been issued for the restoration, rehabilitation and alteration of the James Residence in accordance with the RS-1 Zone requirements, Plan (Attachment 2) and the Code. Prior to BP issuance, the applicant's Heritage Consultant provided assurance that the design, provided by the applicant's engineer to bring the historic front porch railing into compliance with the Code's minimum guard requirements, was "acceptable from a conservation point of view and aligns with the Conservation Plan (Attachment 5). The Heritage Advisory Commission (HAC) resolution (Attachment 6) encourages staff to work with the applicant on alternate solutions to meet the guard requirements without compromising the historic appearance of the house.

The HRA powers, provided by Section 610 (2) (b) Local Government Act, do not include varying or supplementing the Code. The Code states that new, or newly relocated, buildings are to be evaluated against current Code requirements and brought into, or closer to, minimum compliance on a case by case basis. The Building Department confirms they are able to accept proposals provided by an engineer or architect to consider alternative ways to address non-compliance.

Ongoing Protection of Heritage Building: If approved, the HRA, along with the Plan, will be noted on title and certain provisions will also be registered on title as a Section 219 Covenant. The HRA will specify the land owner(s) "will not demolish the Heritage Building, in whole or in part, nor alter or change in any manner, any exterior feature of the Heritage Building unless the Owner first obtains a Heritage Alteration Permit from the City". The HRA will also require the owner to undertake conservation work (defined in the agreement) necessary to conserve the Heritage Building as rehabilitated.

The variances to the Zoning Bylaw proposed in the HRA require a public hearing as they would permit a minor change to the density of use authorized by current zoning for the site. However, the HRA and related bylaw are consistent with the Official Community Plan and, as such, staff recommend that Council waive the holding of a public hearing in respect to the bylaw as permitted by the Local Government Act.

#### ADVISORY BODY INPUT

#### **Heritage Advisory Commission**

The application was reviewed by the Heritage Advisory Commission on March 9, 2021 and unanimously supported. See Attachment 6 for resolutions.

#### COMMUNITY CONSULTATION

There has been generally positive feedback from the public regarding the well-known community-wide effort to relocate the James Residence. As part of the streamlined permitting approach, the applicant has surveyed the neighbourhood on the proposal. There is no neighborhood opposition. In fact, when the TUP was issued, Council received a neighbourhood petition of support, stating that in addition to the relocation of the James Residence, they also support the applicant's intention to retain, restore and

REPORT: Heritage Revitalization Agreement Application: 532 East 10<sup>th</sup> Street (A. Dean/ Y. Perrault) Date: April 28, 2021

renovate the existing dwelling on site as an accessory coach house. Given the expressed community support staff recommend a Waived Public Hearing.

#### FINANCIAL IMPLICATIONS

There are no financial implications of this proposal on the City.

#### CONCLUSION

The proposed HRA supports the preservation of a heritage resource and provides additional rental housing stock within the City. The proposal is consistent with the policies of the OCP and presents no significant issues in terms of the proposed use, intensity and form.

RESPECTFULLY SUBMITTED:

Annie Dempster

Planning Technician 2





Context Map: 532 E 10th Street



# Heritage Conservation Plan

532 East 10<sup>th</sup> Street\*, North Vancouver James Residence / Copper Cottage ~ 1907



\* Originally constructed at 334 E 9<sup>th</sup> Street (Lot 19, Block 96, DL 550) relocated to 336 E 9<sup>th</sup> Street (Lot 18, Block 96, DL 550) in 1924, and to its current location at 532 E 10<sup>th</sup> Street (Lot 14, Block 91, DL 550) in 2020.

Prepared by Elana Zysblat, CAHP - Ance Building Services :: July 2020

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#### Statement of Significance



#### **Description of Historic Place**

The James Residence, also known as Copper Cottage, is a one storey, wood-framed house in the Early Cottage architectural style. The building is located on East 10<sup>th</sup> Street between Moody Avenue and Grand Boulevard in the Keith-Lynn neighbourhood of Central Lonsdale in the City of North Vancouver.

#### Heritage Values

Constructed in 1907, James Residence holds historical value for its association with a distinct, early period of rapid growth in the historic neighbourhood of Central Lonsdale during the Edwardian period. In 1907, the City of North Vancouver was incorporated, power had just arrived to the North Shore via a cable crossing the Burrard Inlet, and a tram line began operating along Lonsdale Avenue. Two blocks to the east, in 1908, Grand Boulevard was cleared of timber and the now-empty lots were reserved for high-end residences worth a minimum of \$4000. The James Residence was built in the middle of this North Shore development boom that existed from roughly the turn of the 20<sup>th</sup> century until just before the First World War. The house survives as a symbol of the working-class segment of what was an economically diverse neighbourhood.

The James Residence is valued for its continuous residential use as a working-class home since 1907, both as an owner-occupied property as well as a rental house. Butcher, William Percival James & wife Grace built the subject house in 1907 at 334 E 9<sup>th</sup> Street as their residence until 1911, and a rental property for over a decade. In 1924, the house was purchased by Angus Stewart, who relocated it to the next-door lot at 336 E 9<sup>th</sup> Street the same year, continuing to rent it our while living in a new house that he built on the original lot. The subject house was home to many working-class tenants over the

years until it was eventually purchased by its most long-term residents, policewoman and plasterer Audrey & Dave Brown, in 1987.

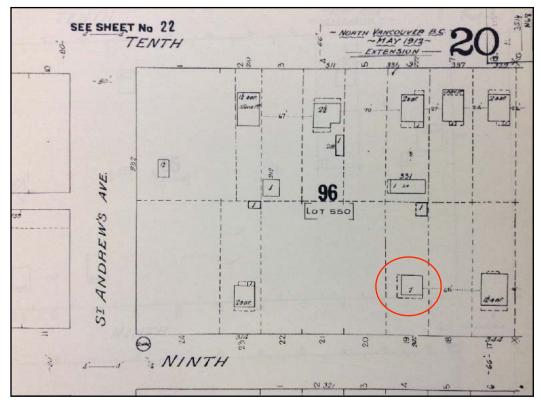
The property holds further associative value as a symbol of community heritage conservation efforts and awareness on the North Shore. Dave and Audrey Brown, who called the subject house their home for 30 years between 1987 and 2017, worked hard to maintain the property's historical integrity, and gave the building its nickname, 'Copper Cottage' for the exterior colour they painted it in. The Browns were granted the 2013 Small Scale Heritage Improvement Award from the North Vancouver Heritage Advisory Committee for their efforts towards restoring the house to its original condition. Subsequently, when the house came at risk of demolition under new owners, an enthusiastic community effort was led by the North Shore Heritage Preservation Society in the fall of 2019, to relocate the cottage in order to save it. A call went out to the public, offering the building for free to anyone willing to pay the relocation costs. Out of 60 applicants, Tony Dean and Yvonne Perrault, two North Vancouver natives whose mothers were both heritage-minded City Councillors and heavily involved in the Heritage Advisory Commission, were granted permission to move the house to their own lot a few blocks away at 532 E 10th Street, and make it their permanent home.

The James Residence holds value as a relatively well-preserved example of the Early Cottage architectural style, as seen in its small-scale rectangular cottage form (typically only one or one and a half storeys high), hipped roof and front porch. This modest house style was a popular choice during the Edwardian period for working-class families like the James' all over BC and for use as rental properties. It is also valued for its history of relocation (first in 1924, and again in 2020) and for its association with the profession of house movers - a common recourse for wood-frame buildings and a much more prevalent profession during the early days of development in British Columbia. Relocation was usually done for economic reasons - demolishing a building was considered an inconceivable and unrecoverable waste of resources and moving it was cheaper than reconstructing it elsewhere.

#### **Character-defining Elements**

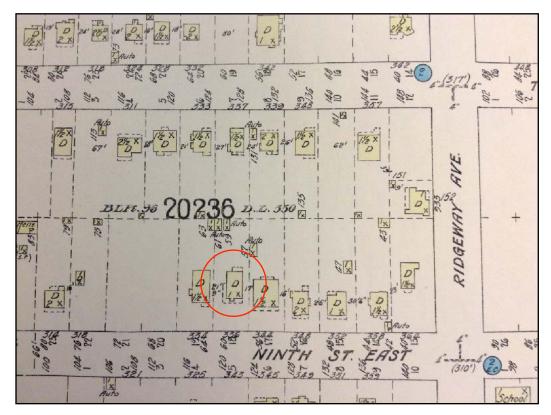
- Residential use since 1907
- Early Cottage design as expressed in its
  - One storey height plus basement
  - Simple, rectangular form and massing
  - hipped-roof
  - Full-width front porch with simple, square columns
  - historic wood rail height
  - bay window
  - Wood front door, located to the side
- Wood clapboard siding
- Evidence of distinct cladding at the basement level, separated from the main level by a trim board.
- Square window and door trim in traditional dimensions
- Original window openings with double-hung windows

#### Fire Insurance Maps



1912 Fire Insurance Map depicting the subject house on its original lot, and in its original form before the addition was added later in 1912.

Source: NVMA



1930 Fire Insurance Map depicting the subject property in its second location at 336 E 9th Street. Note the longer, rectangular form created by the 1912 addition.

Source: NVMA

#### **Archival Photographs**



Although not the subject house, this home was located just two blocks away at E 9th Street and Queensbury and is a close representation of the James Residence in its original form. ca. 1911 Source: North Shore News, November 29, 2000.



Another 'Early Cottage' as photographed in 1907 in New Westminster (426 Ash Street). This house model was prevalent in most BC cities. Source: New Westminster Public Library #30

#### More about the Early Cottage house design

The early cottage was a popular and enduring house style all over BC from the 1890s into the early 1920s. It was straightforward and fast to build, easy to maintain and had a very practical layout for all ages and family configurations. Like most vernacular buildings in early BC, house plans for the Early Cottage were often copied from catalogues which were available through mail order or to browse through at the lumber yard or shingle mill. Below are a few versions of the Early Cottage plan from two different catalogues. The subject house is most similar to the Idaho plan from the Fenner Manufacturing Company catalogue based in Portland.

More information can be found here: https://www.vancouverheritagefoundation.org/house-styles/early-cottage/



#### More information about house moving

"If I were to describe the faces of onlookers witnessing a house being moved, I would have to say there is uncertainty, disbelief, and pure amazement". Peter Paravalos, Moving a House with Preservation in Mind

The act of lifting a house, placing it on wheels, and rolling it down the street fascinates people to no end. While the notion of building moving seems fantastical, housemoving is a long-established trade that dates back hundreds of years.

The complicated and delicate process of moving buildings has been documented since the 1850s. Moving a house was a common recourse, usually done for economic reasons - i.e. razing a building was an inconceivable and unrecoverable waste of resources and moving it was cheaper than reconstructing it elsewhere.



McCain Bros. moving a house in Vancouver, probably in the West End, 191?. Note the person on the front porch. Source: CVA 473- 12

But there have been other reasons for house lifting and moving. In New Orleans it has been a common response to flooding for over 160 years; in Hibbing, Minnesota, one third of the town's buildings were moved in 1920 when an iron ore deposit was discovered below; and in Newfoundland,

fishing outport buildings were moved so newlyweds could be closer to their families. In the US, house moving surged in the 1950s and 1960s during the freeway building boom. In those decades, moving buildings still made economic sense and homes that stood in the way of construction were for the most part sold and relocated.

The historic technique involved inserting steel rods under the house and lifting it with screw or railroad jacks (today this is done hydraulically). The house would then be lowered onto carriages, which sat on wooden or iron rails. A rope-and-pulley system tied the house to horses that slowly pulled it to the new location. As the building moved forward, the rails would be picked up and relaid ahead of the house.



James R. Fraser moving a house in Vancouver, 191?. Source: CVA 473-9

Here in BC, it would be hard to find a town or even a neighbourhood that doesn't have a 'moved' house from another location. 'House Movers' was a profession regularly listed in the very earliest city directories in BC, and the prevalent use of 'balloon' framing here made for light-weight, wood buildings that were readily manoeuvred. House moves in BC even involve shipping houses on barges from the mainland to islands and towns up the coast.

Although house moving still happens today, the high cost of labour and temporarily moving utilities means it is no longer done for economic reasons, but usually to save or conserve a heritage resource, as was the case with the saving of the James Residence aka Copper Cottage. The subject house was saved from demolition by relocating it onto a lot in the same neighbourhood where it can coexist with a historic house sited at the lane. About two dozen mature shrubs were also relocated from the lot at 336 E 9th to the current location on East 10th Street.

# July 2020

# Research Findings

**Dates of Construction: 1907** 

Source: City Directories

Original Owner: Grace & William Percival James

Source: Tax Collectors' Rolls (NVMA)

Architect: n/a

Source:

Builder: W. Garnett (1912 addition)

Source: Building Permit

#### **Residents:**

# At 334 E 9th:

- 1907-11: William Percival James, manager BC Market Co.

- 1921-22: Harold E. Landman, solicitor & notary

- 1923-24: James C. McLagen, bookkeeper Govt Liquor Store

# At 336 E 9th:

- 1925-26: Arthur E & Lilian Amelia Sykes, carpenter Wallace Shipyard

- 1927: J.A. Reed

- 1928-29: K.A. Floe

- 1930-31: N.T. Reed

- 1932-43: Thomas W. & Alice Reid, driver Swift's

- **1944-45:** J.L. Martin

- 1946: L. Labelle

- 1947-50: W.E. Ellis

- 1951-63: John William & Doris Stephenson, accountant

- 1974: Joyce W. Webber

- 1986: Al MacIntosh & Colleen Cuthbert

- 1987-2017: Dave & Audrey Brown, plasterer & police officer w/ VPD

# At 532 East 10th Street:

- 2020: Tony Dean & Yvonne Perrault

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An interesting note is the building's possible connection to Benjamin Chubb, who built a manor in 1913 at 345 E 9<sup>th</sup> Street, where he lived with his wife, Martha, and their children. Oral history from the neighbourhood suggests that the property housed the Chubb family's private groundskeeper for a period of time between the years 1913 and 1921. Originally from Ontario (born 1856), Benjamin Chubb moved west to Morden, Manitoba in 1879, where he helped grow the Massey-Harris Implement Company. In 1900, Chubb moved his growing family to Saskatoon, where he opened a new branch for the company, and built the city's first brick house. During his time in Saskatoon, he became involved with establishing the new Barr Colony settlement near Lloydminster, served as a city Alderman in 1905, and was appointed the collector of customs in 1907. In 1912, Chubb moved his family a final time to North Vancouver, where he owned a shingle mill at the foot of St. George's and became involved in local politics. After an unsuccessful run for a seat in the 1920 Provincial Legislature, Benjamin Chubb passed away in November, 1921, and the estate was split between his wife and their six children.



Benjamin Chubb - according to local accounts - owned the subject house from 1923-20, where he housed his private gardener.

Source: Vancouver Sun, November 8, 1921. (Accessed through Newspapers.com)

# Recent photographs before the move:



front (south) view



rear (north) view

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# **Current Photographs**



Current view of the subject house at its new location at 532 E 10th Street, temporarily sitting on cribs while a new foundation is excavated and poured.



front (south) view



rear (north) view



Side (east) view



Side (west) view

# **Conservation Objectives**

The building historically located at 336 East 9th Street was relocated to 532 E 10th Street where a 1916 house already stands, sited at the rear of the property. The two building now coexist on the same lot with the subject house positioned as the 'main' house and the existing house now positioned as the 'lane' house. The relocation was carried out to save the subject house from demolition as the new owners of 336 E 9th Street intended on redeveloping the lot. The subject house will continue with its single, detached residential use. The basement level will be expanded and improved to provide a finished, full-height living and utility space with windows, connected to a new attached garage at the northwest corner of the house. The proposed development will transform the property at 532 E 10th into a comfortably shared lot for two families, each with private outdoor areas and off-street parking spaces. The proposed development, including the relocation of the subject house and extensions to it, do not negatively impact the Heritage Values nor the Character Defining Elements of the historic place.

**Rehabilitation** is the overall conservation treatment for the subject house and for the property.

The below conservation treatment definitions are taken from the Standards & Guidelines for the Conservation of Historic Places in Canada (2nd edition).

<u>Preservation:</u> The action or process of protecting, maintaining and/or stabilizing the existing materials, form and integrity of an historic place or of an individual component, while protecting its heritage value.

<u>Restoration:</u> The action or process of accurately revealing, recovering or representing the state of a historic place or of an individual component, as it appeared at a particular period in its history, while protecting its heritage value.

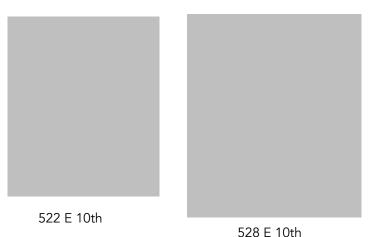
<u>Rehabilitation:</u> The action or process of making possible a continuing or compatible contemporary use of an historic place or of an individual component, through repair, alterations, and/or additions, while protecting its heritage value.

# Site Plan

The proposed site plan shows the lot at 532 E 10th in light blue, the existing 1916 'lane' house in medium blue and the proposed extended footprint of the subject house outlined in red, sited at the front of the property, in-line with the neighbouring houses to its west (in grey).

A shared driveway accesses the property from the lane to the east, allowing both resident families to park cars on the site, providing a total of three parking spots.

The plan allows for a comfortable distance of 23 feet 7 inches between the garage of the subject house and the existing lane house.



LANE **EAST 10TH STREET** 

# **Condition Assessment**

Overall the building is in **good** condition.

#### a. Structure

The building lines are true to the eye - there is no visual evidence of structural distortion or obvious failures.

# b. Exterior Elements

The building is clad in horizontal wood clapboard siding which is in **good** condition, as are the surviving trim boards, wood soffits and front porch column.

# c. Roofing and gutters

The existing duroid shingle roof and associated rainworks are in *fair* condition.

# d. Windows and Doors

Windows - the original horned double-hung wood windows were replaced with vinyl windows in the 1990s. The current windows are in *good* condition.

Doors - The two glazed wood front doors and original wood rear door in **good** condition.

#### e. Finishes

The painted finish is in *fair-good* condition.

#### **Recommended Conservation Procedures**

# a. Property and Structure - Rehabilitation:

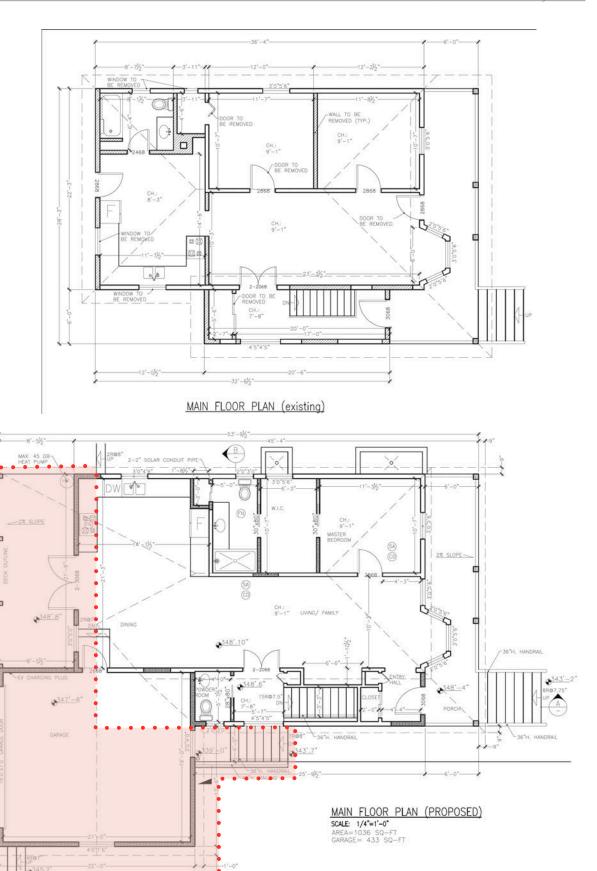
Rehabilitate the property by:

- Relocating the historic house to 532 East 10th, inline with the neighbouring houses to the west;
- Creating a vehicle entrance at the eastern lane
- Relandscaping the property to introduce a driveway and separate outdoor areas for each house

**Rehabilitate** the historic building structure in its new location with new extended foundation and basement level, attached double garage and extended rear wall. Clad the garage in a distinguishable treatment (shingles with no corner boards) so that it reads as an addition.

The proposed extension at the rear of the house is a 3' extension, from 42'.4" (existing) to 45'.4"

See next page for existing and proposed plans. Proposed changes are all at the rear and deeply setback at the northwest corner, as outlined and shaded in red on the plans, thus having a very low visible impact on the original design of the cottage.



#### b. Foundation - Rehabilitation:

• As part of the relocation of the historic building, construct a new seismic concrete foundation with exterior access on the west side.

NOTE: Because of the rush to relocate the cottage to its current location in order to save it from demolition, a new ICF concrete foundation was poured prior to this Conservation Plan being commissioned. This new foundation is slightly wider than the footprint of the cottage, requiring some unconventional solutions to marry it to the exterior cottage walls.

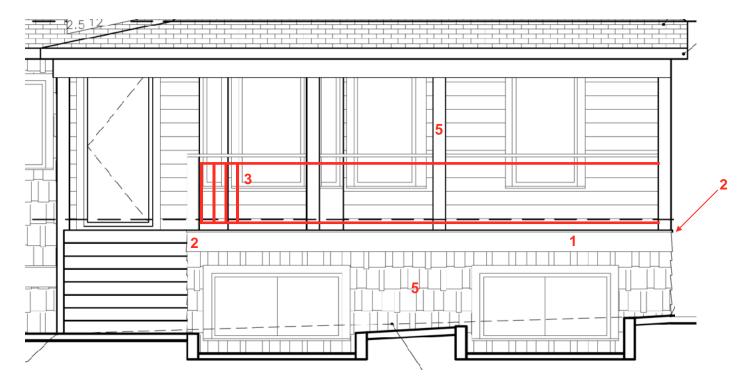
Apply the following guidelines when finishing the connection between the basement and the cottage:

- 1. Water table board to sit proud of the basement cladding by 3/4". As the water table board was an original element of the cottage, the new water table board should be of the exact dimensions of the original water table board, made of wood, and not wider nor thicker.
- 2. As the basement is clearly a new element of this historic building, it is recommended to clad it in a discreet, contemporary cladding such as stucco parging or smooth Hardie panels.
- 3. Any new elements or materials such as flashing added above the basement level, should be painted in the body or trim colour to hide it as much as possible. c. Exterior Elements Preservation and Restoration:
- Preserve the main floor wood cladding, wood trim around the doors and windows, the soffits, and wood porch columns.
- Reinstall replicated wood water table board, in the same material and dimensions as the original (as the existing boards didn't survive the relocation), at new foundation.
- Remove vinyl porch floor and restore a tongue and groove fir deck, framed by a nosing piece that extends 3/4" or 1" past the water table board below.



Photo shows a historic tongue and groove porch surface in the process of being refinished and restained. Note the boards are perpendicular to the house while the nosing piece is parallel to it.

# Important conservation details on the front porch:



- 1. Water table board sits proud of the basement cladding by 3/4".
- Replicated porch flooring: nosing should extend past the water table by 3/4" or 1"
- Restore wood front porch railing with spindles at historic height (28.25" just below half post)
- 4. Salvage original clapboard siding from the rear where an extension to use on the front if and where needed.
- 5. Retain original front porch columns
- 6. Clad basement in a discreet, contemporary cladding such as stucco parking or smooth Hardie panels.

# d. Roof and gutters - Rehabilitation:

Install new Enviroshake roof shingles and new rainworks system.

# e. Windows and Doors - Restoration and Rehabilitation:

 Replace current vinyl window inserts with wood windows that replicate the original double-hung horned windows, based on archival photos of the house from the 1980s:



 Cancel one of the two front doors on the facade (the central opening survives from before the side porch was enclosed and an additional front door was introduced in the 1930s) to allow for better layout on the interior. Replace the door opening with a window opening.

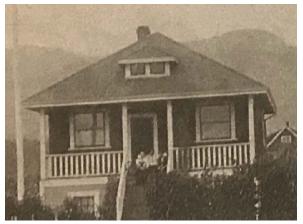


Remove existing door (outlined in red) and partially enclose the opening to convert it into a window opening (light blue), matching the size and style of the other windows on the facade. Use salvaged siding removed from the rear elevation to patch up the facade wall.

# g. Finishes - Restoration:

Repaint in historically correct colour scheme, using historically researched colours with colour placement based on archival photos of Early cottages. The below archival photo graphs, taken in 1911 and 1913 show that early cottages could have dark or light body colours, but always featured a contrasting colour scheme where the basement level was typically a different colour than the main floor and the trim tone contrasted with the body tone. Finally, the window sash colour contrasted with the trim colour. Any combination of colours from the Benjamin Moore True Colours palette combining four colours and maintaining this historic contrast between the four main elements - body, trim, sash and basement is acceptable to apply on this historic building.





Work with a painter who has experience painting old buildings to ensure a thorough prep, sanding, caulking and painting process. DO NOT powerwash as part of the prep work.

The initial scheme planned for the 2020 project is as follows: (Paint colours from Benjamin Moore True Colours Palette for Western Canada):



Main floor body, Soffits, porch railing and porch ceiling - Harris Grey VC-25 - Sheen: low luster



Window and door trim, window sills, porch columns - Strathcona Red VC-27 - Sheen: semi gloss



Window sash and front door - Gloss Black VC-35 - Sheen: high gloss



Basement shingles and new garage - Edwardian porch grey VC-26 - Sheen: low luster



Roof - Enviroshake 'aged cedar'; Gutters - slate or charcoal

# **Future Changes**

Changes to the building configuration, especially additions, should be carefully considered for minimal affect on the **Heritage Values** as embodied in the **Character-Defining Elements** (CDE) listed in the **Statement of Significance** and must be approved through a **Heritage Alteration permit.** 

# **Proposed Alterations**

The proposed alterations to the property as part of its Heritage Revitalization Agreement will improve the sustainability of the property without negatively impacting its Heritage Value or Character Defining Elements and are aligned with the Standards and Guidelines for Conservation in Canada. Infill housing is a historic form of development which has existed in BC since cities were first developed. There are records of residential properties that were initially developed with two houses on one property, as well as properties that were densified with the introduction of an infill house years or decades after the lot was first developed. The proposed alterations to this property are in keeping with this historic and precedented approach and represent a sensitive and subtle form of densification which retains the single-family scale of the neighbourhood. This historic form of densification continues to be an excellent method of providing greatly needed housing in already established neighbourhoods while integrating well into the existing infrastructure and character of the area.

# Maintenance Plan

Following completion of the conservation works, the owner must maintain the building and land in good repair and in accordance with generally accepted maintenance standards. All work should follow *The Standards and Guidelines for the Conservation of Historic Places in Canada (2nd Edition).* The local government determines an acceptable level or condition to which the heritage building is maintained through the Heritage Maintenance Bylaw. As with the Heritage Conservation Plan, such maintenance standards apply only to the building exterior.

As general upkeep is frequently overlooked and will lead to deterioration of heritage resources, maintenance standards warrant special attention. Any building should be kept in a reasonable condition so it continues to function properly without incurring major expenses to repair deterioration from neglect. The most frequent source of deterioration problems are from poorly maintained roofs, rainwater works and destructive pests.

Establish a maintenance plan using the information below:

#### Maintenance Checklist

- a. Site
- Ensure site runoff drainage is directed away from buildings.

- It is recommended to maintain min. 2 foot clearance between vegetation and building face and a 12 inch wide gravel strip against the foundation in planted areas.
- Constantly manage vegetation (vines, etc.) that is ornamentally attached to the building.

#### **Foundation** b.

- Review exterior, and interior where visible, for signs of undue settlement, deformation or cracking of foundation and if encountered seek advice from Professional Engineer.
- Ensure perimeter drainage piping is functioning satisfactorily.
- Inspect basement interior for signs of moisture migrating through foundation walls in the form of efflorescence (a white powder on concrete) or staining of finishes. A "smell test" for musty air can indicate a moisture problem.

#### **Wood Elements** c.

- In the wet coastal climate of British Columbia maintaining integrity of exterior wood elements is critical in preventing water ingress into buildings.
- Annually inspect wood elements for signs of deterioration, identify source of problem and take corrective repair/replacement action:
- o wood in contact with ground or plantings;
- o excessive cupping, loose knots, cracks or splits;
- o open wood-to-wood joints or loose/missing fasteners;
- o attack from biological growth (moss, moulds, etc.) or infestations (carpenter ants, etc.);
- o animal damage or accumulations (chewed holes, nesting, bird/rodent droppings) USE HAZARDOUS MATERIALS PROCEDURES:
- o signs of water ingress (rot, staining, mould, infestation).
- · Closely inspect highly exposed wood elements such as porches, railings and stairs for deterioration. Anticipate replacement in-kind of portions of these elements every 10-15 years.
- Inspect visible caulking joints for continuity and shrinkage. Expect to redo caulking every 3-5 years.

#### d. Windows and Doors

- Replace cracked or broken glass as it occurs.
- Check satisfactory operation of windows and doors.
- Check condition and operation of hardware for rust or breakage. Lubricate hardware annually.
- Inspect weather stripping for excessive wear and integrity.

# f. Roofing and Rainwater Works

- Inspect roof condition every 5 years, looking for:
- o loose, split or missing shingles, especially at edges, ridges and hips;
- o excessive moss growth and/or accumulation of debris from adjacent trees;
- o flashings functioning properly to shed water down slope.
- Remove roof debris and moss with gentle sweeping and low-pressure hose.
- Plan for roof replacement every 18-22.
- Annually inspect and clean gutters, flush out downpipes. Ensure gutters positively slope to downpipes, there are no leaks or water splashing onto building.
- Ensure gutter hangers and rainwater system elements intact and secure.
- Ensure downpipes inserted into collection piping stub-outs at grade and/or directed away from building onto concrete splash pads.

# g. General Cleaning

- Building exterior should be regularly cleaned depending on build up of atmospheric soot, biological growth and/or dirt up-splash from ground.
- Cleaning prevents buildup of deleterious materials which can lead to premature and avoidable maintenance problems.
- Windows, doors and rainwater works should be cleaned annually.

Anna Building Canicas u. 720 Campball Avanua Vancouver BC V/A 2V7 tal. 404 722 2074 u. Baca 27

- When cleaning always use gentlest means possible such as soft bristle brush and low-pressure hose. Use mild cleaner if necessary such as diluted TSP or Simple Green©.
- Do not use high-pressure washing as it will lead to excessive damage to finishes, seals, caulking and wood elements, and it will drive water into wall assemblies and lead to bigger problems.

#### Research Resources

# BC Archives:

- birth, marriage, death index

# City of Vancouver Archives (CVA):

- Archival Images
- Greater Vancouver City Directories 1860-1955

# North Vancouver Museum & Archives (NVMA):

- Fire Insurance Maps 1912 & 1930
- Tax Collectors' Rolls 1908-1925
- Building Permits 1912-1924

# Library and Archives Canada:

- Canada Censuses for 1901, 1906, 1911, and 1921

# Newspapers:

- North Shore News,
  - November 29, 2000
  - March 13, 2020

#### Publications:

- Woodward-Reynolds, Kathleen. 1943. A History of the City and District of North Vancouver. Master Thesis for UBC.

Telephone interview with Audrey Brown, March 20, 2020.

- personal documents and archival research provided by Audrey Brown

Telephone interview with Elizabeth & Wayne Reid, March 23, 2020.

#### Websites:

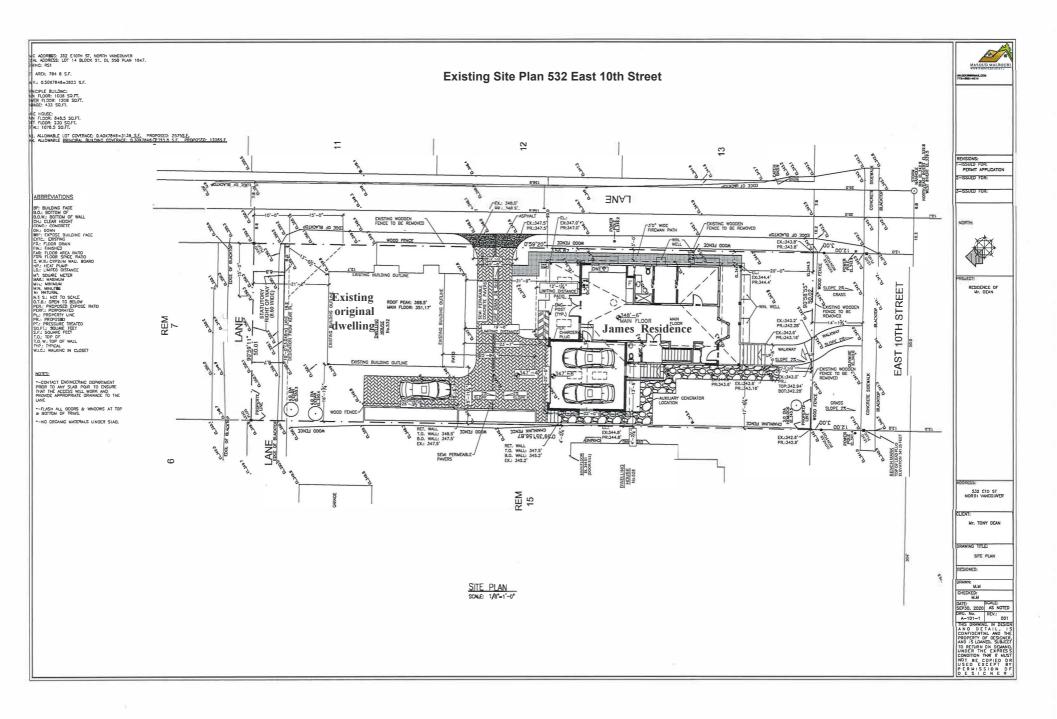
- Ancestry.ca Canada Voters' Lists 1935-80
- Cbc.ca/news "Want a Free Heritage House?" January 8, 2020
- Newspapers.com Vancouver Daily World; various articles from 1910-1922

# heritage register 2013

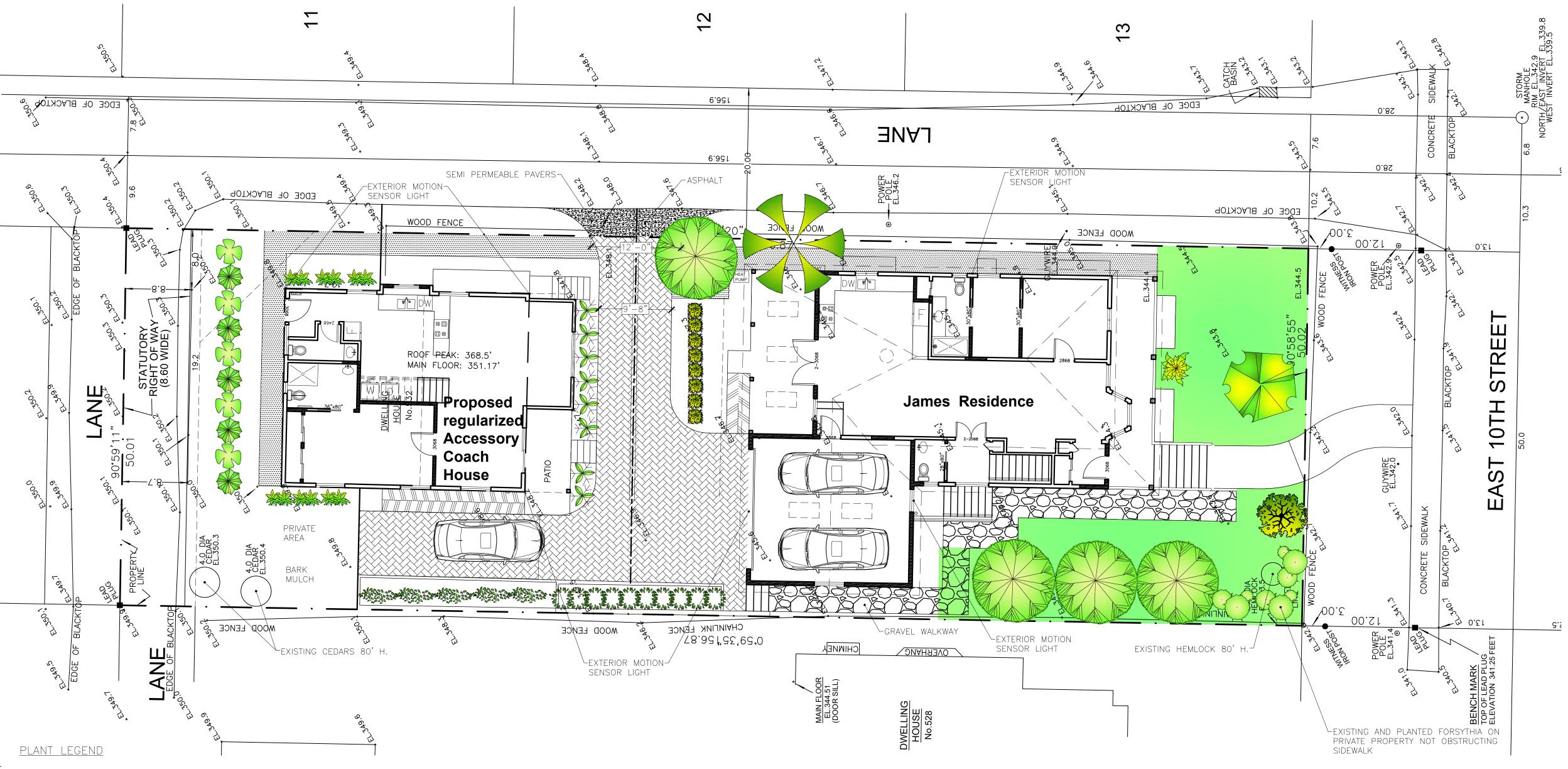


JAMES RESIDENCE 336 East 9th Street 1908 REGISTER RANKING: B

full-width verandah with square columns and open balustrades distinguish this simple yet charming cottage. The verandah originally wrapped around the west side of the house but has since been enclosed. It was built for Grace James (née Bauer, 1878-1970), of the B.C. Meat Market in West Vancouver, and her husband, William Percival James (1878-1960), a butcher.



# Proposed Site Plan, with landscaping, 532 East 10th Street



LANDSCAPE PLAN

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

RESCUED HYDRANGEA (ANOMALA)

RESCUED RHODODENDRON (MACROPHYLIUM)

RESCUED EUMYMOUS (JAPONICUS)

RESCUED DAPHNE SHRUB

HOLLY TREE (LLEX AQUITOLIUM)

FORSYTHIA (INTERMEDIA)

DWARF JAPANESE MAPLE (ACER PALMATUM)

CEDAR HEDGE (CUPRESSACEAE)

VEGETABLE PATCH

HOSTAS FERNS (FUNKIA & POLYSTICHUM MUNITUM)

ORNAMENTAL ANNUALS

EXISTING WALNUT TREE WITH CANOPY OVER THE HOUSE ROOF (JAGLANS REGIA)



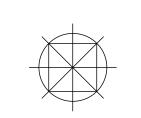
BLACK BAMBOO (PHYLLOSTACHYS NIGRA)



REVISIONS:
1-ISSUED FOR:
PERMIT APPLICATION
2-ISSUED FOR:

3-ISSUED FOR:

NORTH:



PROJECT:

RESIDENCE OF Mr. DEAN

ADDRESS:

532 E10 ST NORTH VANCOUVER

Mr. TONY DEAN

CLIENT:

DRAWING TITLE:

LANDSCAPE PLAN

DESIGNED:

DRAWN:

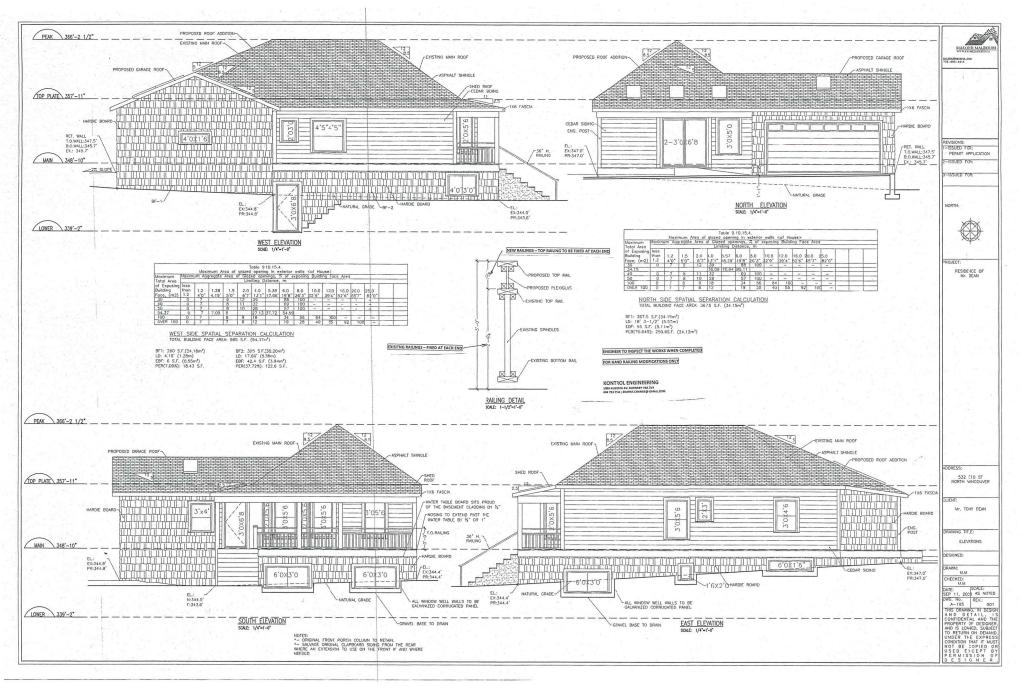
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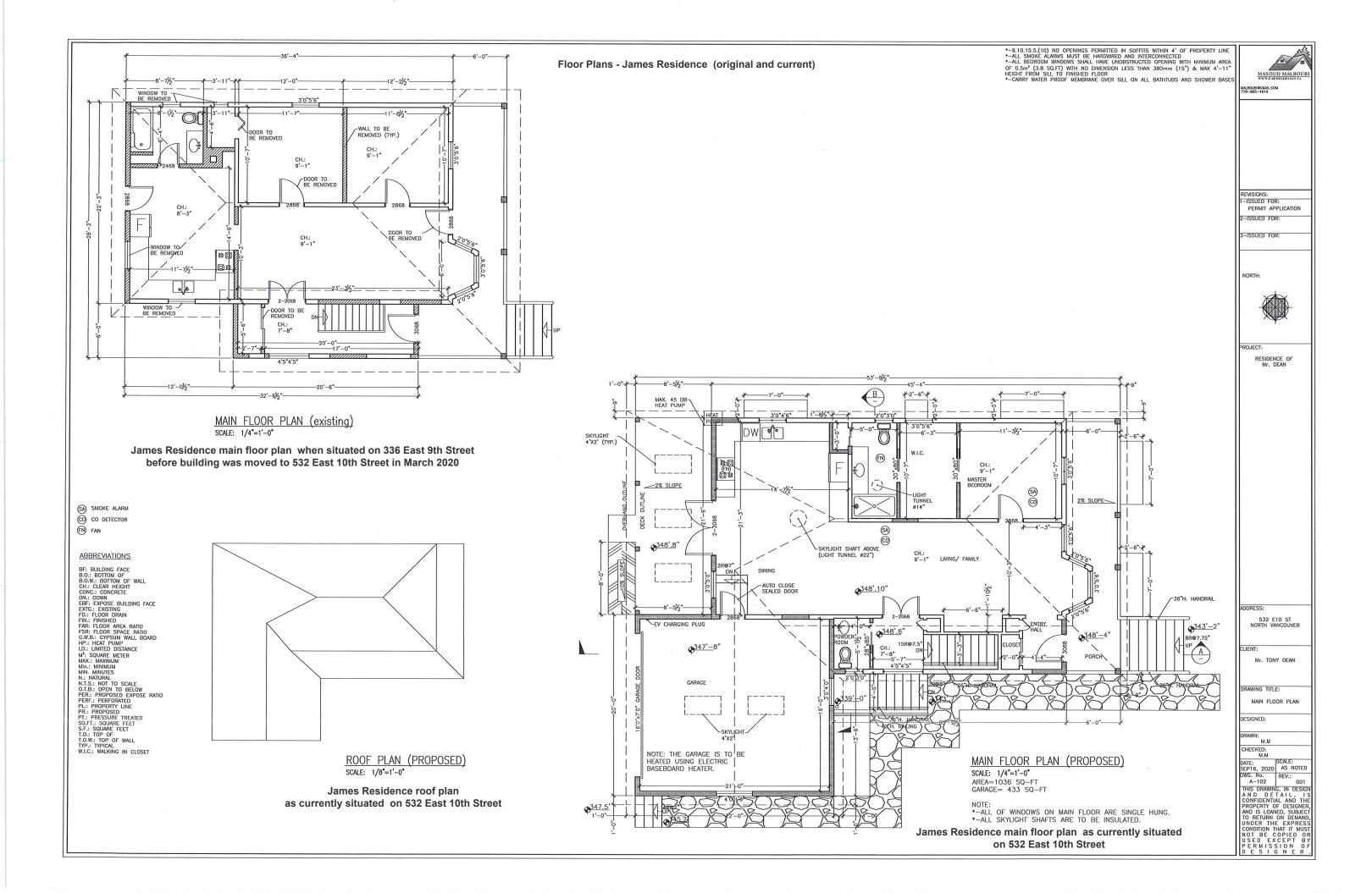
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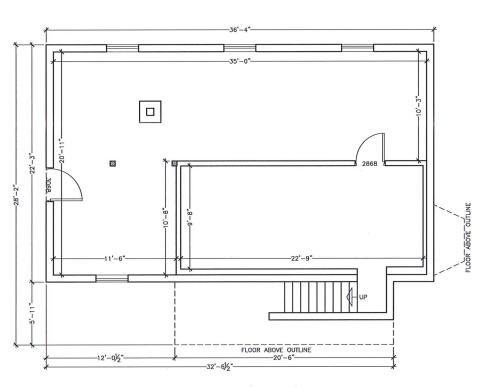
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#### Elevations - James Residence as situated on 532 East 10th Street







LOWER FLOOR PLAN (existing) SCALE: 1/4"=1'-0"

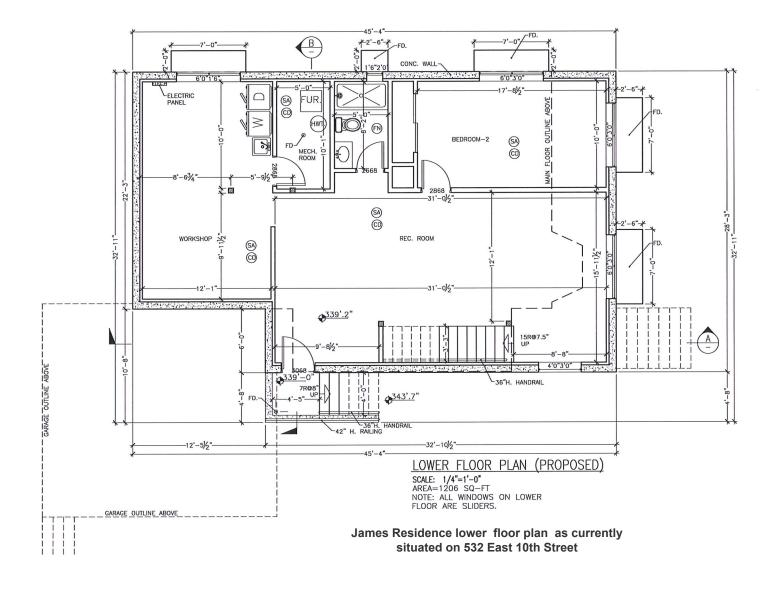
James Residence lower floor plan when situated on 336 East 9th Street before building was moved to 532 East 10th Street in March 2020

- SA) SMOKE ALARM
  CD CO DETECTOR
- (FN) FAN

#### **ABBREVIATIONS**

ABBREVIATIONS
BF: BUILDING FACE
B.O.: BOTTOM OF
B.O.W.: BOTTOM OF WALL
CH: CLEAR HEIGHT
CONG.: CONCRETE
DN.: DOWN
EBF: EXPOSE BUILDING FACE
EXTG.: EXISTING
FD.: FLOOR DRAIN
FIN.: FINISHED
FAR: FLOOR SPACE RATIO
G.W.B.: GYPSUM WALL BOARD
HP.: HEAT PUMP
LD: LIMITED DISTANCE
MAS: MAXIMUM
MIN. MINUTES
N.: NATURAL
MIS.: NOT TO SCALE
O.T.B.: OPEN TO BELOW
PER: PROPOSED EXPOSE RATIO
PL: PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
FRO: SOUARE FEET
S.F.: SOUARE FEET
T.O.: TOP OF
F.F.: TYPICAL
TYP.: TYPICAL
W.I.C.: WALKING IN CLOSET

Floor Plans - James Residence (original and current)





REVISIONS: 1-ISSUED FOR: PERMIT APPLICATION -ISSUED FOR

-ISSUED FOR:

NORTH:



RESIDENCE OF Mr. DEAN

532 E10 ST NORTH VANCOUVER

Mr. TONY DEAN

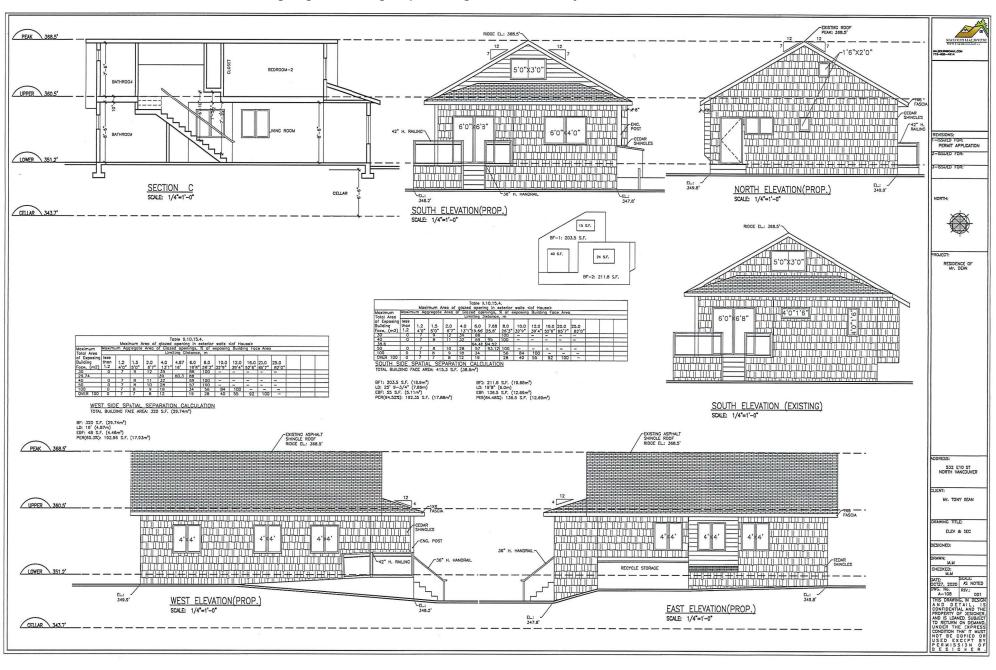
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LOWER FLOOR PLAN

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Elevations - Existing Original Dwelling/Proposed Regularized Accessory Coach House 532 East 10th Street



SA) SMOKE ALARM

© CO DETECTOR

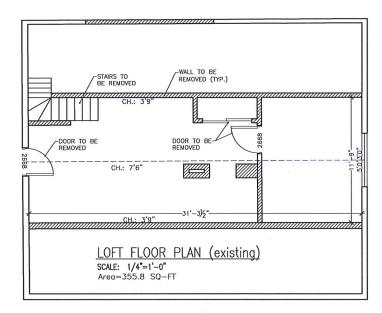
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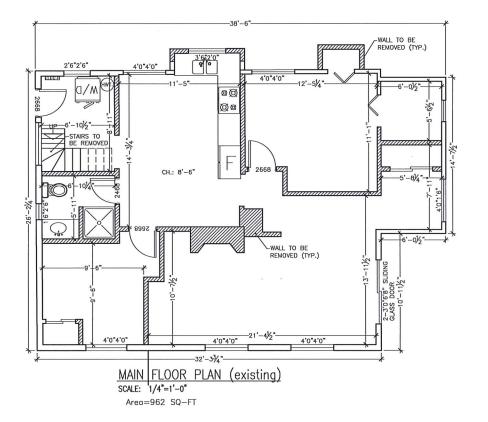
Floor Plans - Existing Original Dwelling situated on 532 East 10 Street adjacent to lane

#### <u>ABBREVIATIONS</u>

ABBREVIATIONS

BF: BUILDING FACE
B.O.: BOTTOM OF
B.O.W: BOTTOM OF
B.O. W: BOTTOM OF
B.O. W: BOTTOM OF
B.O. W: BOTTOM OF
B.O. WILLIAM
BEF: EXPOSE BUILDING FACE
EXTG: EXISTING
FD: FLOOR DRAIN
FD: FLOOR DRAIN
FD: FLOOR AFEA RATIO
FAR: FLOOR AFEA RATIO
FAR: FLOOR AFEA RATIO
G.W.B.: GYPSUM WALL BOARD
HP: HEAT PUMP
LD: LIMITED DISTANCE
MA: SQUARE METER
MAX: MAXIMUM
MIN. MINUTES
MI: MOINTEN
MINUTES







NALBOUBLOGNALLCOM 778-885-4614

REVISIONS: 1-ISSUED FOR:

PERMIT APPLICATION -ISSUED FOR:

-ISSUED FOR:



532 E10 ST NORTH VANCOUVER

Mr. TONY DEAN

DRAWING TITLE:

FLOOR PLANS

DESIGNED:

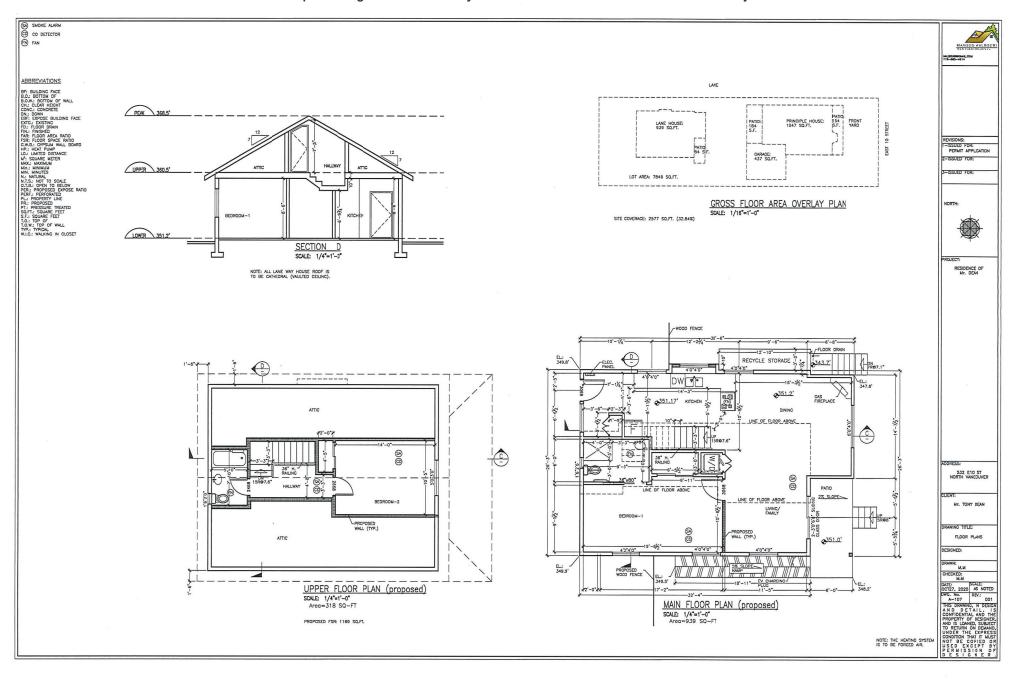
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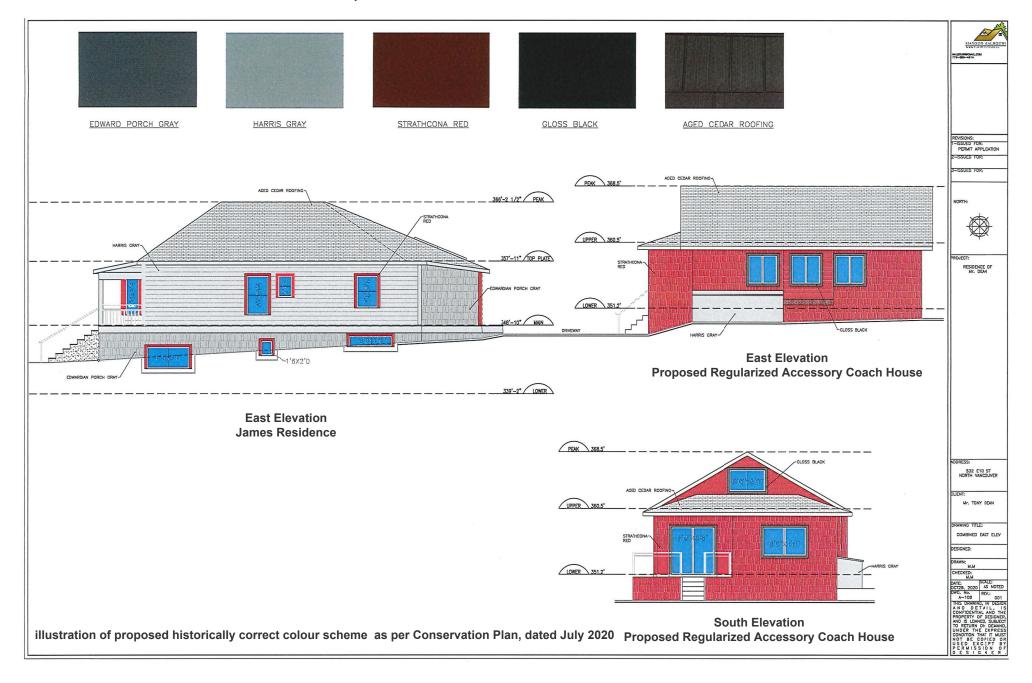
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DATE:
SCALE:
SEP16, 2020 AS NOTED
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A-106
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Floor Plans - Proposed Regularized Accessory Coach House situated on 532 East 10 Street adjacent to lane



# **Proposed Colour Elevations - 532 East 10 Street**



# **Annie Dempster**

From: Elana <elanazysblat@shaw.ca>
Sent: September-30-20 9:27 AM

**To:** Annie Dempster

Cc: tony

**Subject:** Re: Guards - James Residence / Copper Cottage - 532 East 10th Street, City of North

Vancouver

This proposed design is acceptable from a conservation point of view and aligns with the Conservation Plan.

Elana Zysblat, BCAHP heritage consultant in Linkedin

Ance Building Services Co. Inc.

E <u>elanazysblat@shaw.ca</u>
W ancebuildingservices.com

On Sep 29, 2020, at 5:47 PM, Annie Dempster < ADempster@cnv.org> wrote:

<Extract of Page 7 1948803-v1-BLD2020-00108\_-\_532\_East\_10th\_Street\_\_
Architectural\_Drawings\_A1-10\_-\_Revised\_Sept\_17\_2020.pdf>

# **Annie Dempster**

From: Annie Dempster

Sent: September-29-20 5:44 PM

To: 'Elana' Cc: tony

**Subject:** RE: Guards - James Residence / Copper Cottage - 532 East 10th Street, City of North

Vancouver

**Attachments:** Re: Revised Heritage Conservation Plan - 532 E 10th St.; Extract of Page 7 1948803-v1-

BLD2020-00108 - 532 East 10th Street - Architectural Drawings A1-10

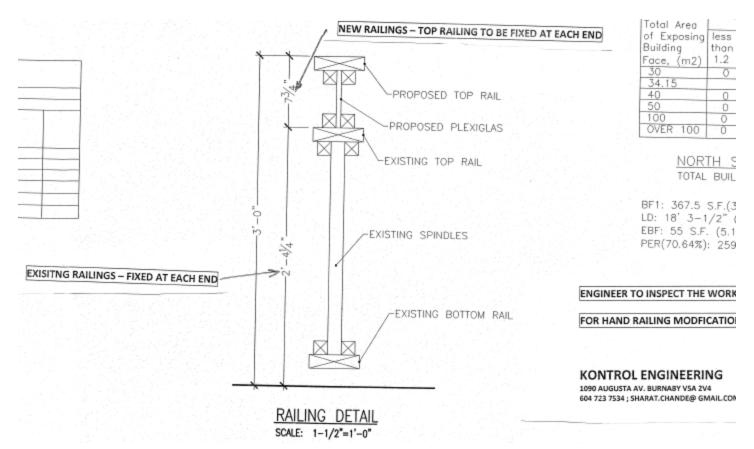
\_-\_Revised\_Sept\_17\_2020.pdf

#### Hello Elana,

RE: Guards - James Residence / Copper Cottage - 532 East 10<sup>th</sup> Street, City of North Vancouver

The issue of the guard rail height has come up. In their review of BLD2020-00108 (for the James Residence / Copper Cottage), the Building Department has stated, "per 9.8.8.3.(3) of the BC Building Code, the height of the guard is required to be a minimum of 36." As you know, requirement is contrary to the requirements of the Heritage Conservation Plan (Received July 20, 2020 – copy attached to this email) which specifies "Restore wood front porch railing with spindles at historic high (28.25" – just below half post)." Is there a solution that can be respectful to the historic significance of the front porch railing while sill meeting the safety objectives of the current BC Building Code?

The following design has been submitted as a response to the Building Department's requirements.



From a heritage prospective, I was wondering if a solution that blends into the overall railing structure preserving the visual look of the historic railing could be possible to protect the historic significance the cottage's front façade? The following is an extract from the Heritage Conservation Plan for the King residence at 244 East 5<sup>th</sup> Street – specifying a glass or plexiglas extension to the guardrail (shown circled in red on the bottom drawing) to meet the BC Building Code while minimizing the visual impact to the historic building.

CONSERVATION PLAN: THE KING RESIDENCE, 244 EAST 5TH STREET, NORTH VANCOUVER

# 5.5 Verandah

The original full-width wraparound verandah features a hipped-roof and is accessed by a flight of steps at its east end. It is one of the most significant character-defining elements. Original elements of the verandah include open balustrade, grouped square columns, wooden piers with recessed panels, and closed soffit ceiling. The original floor was removed and covered with concrete when the house was raised and the ground level suite added (between 1975 and 1988). In addition, the original balustrade of the staircase has been altered from the original. The existing flight of stairs and railing are not original, but are in the original location of the entry steps.



Verandah and balustrade of the staircase



Concrete steps

#### Conservation Recommendation: Preservation, Restoration & Rehabilitation

The verandah and flight of stairs on the front façade are significant architectural elements.

 The historic elements of the verandah will be preserved including the open balustrades, handrails, columns, piers, tongue-and-groove soffits and fascia boards. The original height of the balustrade will be retained, with an alternative means to reach the 42" code compliant height, if required. This can include a glass/plexiglass extension, or a metal or wood handrail (see example below).



Code compliant balustrade, circled in red; the glass inserts are barely visible. A metal handrail installed on the staircase would also be a reversible and acceptable solution.

THE ARLINGTON GROUP/DONALD LUXTON & ASSOCIATES INC. MAY 2012 FOR: ANNA DEVELOPMENT CO. LTD.

I will follow up this email with a phone call to see if you have ideas. If I don't reach you tonight, I'll call you tomorrow.

Thank you for your assistance.

Warm regards,

Annie Dempster | Planning Technician 2 Planning & Development T 604 982-3942

# **City of North Vancouver**

141 W 14<sup>th</sup> Street, North Vancouver, BC | V7M 1H9 cnv.org











#### PLANNING DEPARTMENT

CITY OF NORTH VANCOUVER T 604 983 7357 141 WEST 14TH STREET NORTH VANCOUVER BC / CANADA / V7M 1H9

F 604 985 0576 PLANNING@CNV.ORG CNV.ORG

# Memo

To: Mayor Linda Buchanan and Members of Council

From: Annie Dempster, Planning Technician 2

Date: April 26, 2021

RESOLUTION OF HERITAGE ADVISORY COMMISSION Re:

At the regular meeting of the Heritage Advisory Committee on March 9th, 2021; the following resolution was regularly moved and seconded:

"BE IT RESOLVED THAT the Heritage Advisory Commission, having reviewed the presentation from Tony and Yvonne Perrault for a Heritage Revitalization Agreement to protect the James Residence, now located at 532 East 10th Street, and to legalize the existing principal dwelling as an accessory coach house; supports the project proposal and commends the applicant for the significant effort invested in the project;

THAT the Heritage Advisory Commission is in support of the Heritage Revitalization Agreement to legally protect the James Residence at 532 East 10th Street, in accordance with the Heritage Conservation Plan, and to vary "Zoning Bylaw, 1995, No. 6700" regulations to the extent necessary to legalize the approximately 1,300 square foot existing principal dwelling, built adjacent to the lane in approximately 1916, as an accessory coach house;

THAT the Heritage Advisory Commission supports staff working with the applicant to achieve any available relaxations of permits and fees, where applicable;

THAT the Heritage Advisory Commission supports staff investigating the use of any available heritage funds;

AND THAT the Heritage Advisory Commission encourages staff to work with the proponent on identifying and approving an alternate solution to meet the requirements of the handrail that mitigates or eliminates any negative impact on the overall architectural quality of the home, that doesn't compromise the historic appearance of the house, and is consistent with the recommendations and observations of the Heritage Conservation Plan by maintaining a rail height as a character-defining element as referenced in the Heritage Conservation Plan.

#### CARRIED UNANIMOUSLY"

The Heritage Advisory Commission will consider formally adopting this resolution with the minutes of their March 9th, 2021 meeting when the Commission meets next.

Document Number: 2046988 V1



### **NOTICE OF PUBLIC HEARING (Waived)**

**WHO:** Anthony Dean

WHAT: Heritage Revitalization Agreement Bylaw,

2021, No. 8831

WHERE: 532 East 10<sup>th</sup> Street

WHEN: Monday, June 7, 2021 at 5:30 pm

**HOW:** View the meeting online at cnv.org/LiveStreaming

Notice is hereby given that Council will consider:

Heritage Revitalization Agreement Bylaw No. 8831 to establish a Heritage Revitalization Agreement (HRA) to legally protect the heritage building known as the "James Residence" (also known as the Copper Cottage) on the property and vary the RS-1 zoning and Accessory Coach House Guidelines to regularize the 125.4 sq.m. (1,350 sq.ft.) existing house on the same property as an accessory coach house.



As City Hall remains closed to the public, the Regular Council Meeting will be held electronically via "WebEx". All persons who believe their interest in property may be affected by the proposed bylaw will be afforded an opportunity to be heard by email or written submission. To ensure all submissions are available for Council at the meeting, certain deadlines have been implemented.

For email submissions (preferred): Include your name and address and send to input@cnv.org **no later than 12:00 noon on Monday, June 7, 2021.** 

For written submissions: Include your name and address and mail or deposit into a drop-box at City Hall **no later than 4:00 pm on Friday, June 4, 2021**. Written submissions are subject to a 24-hour quarantine period before being opened due to COVID-19.

No further information or submissions can be considered by Council after third reading of the bylaw.

The proposed Heritage Revitalization Agreement Bylaw and background material will be available for viewing online at cnv.org/PublicHearings on Friday, May 28, 2021.

Please direct any inquiries to Annie Dempster at adempster@cnv.org or 604-982-3942.

141 WEST 14TH STREET / NORTH VANCOUVER / BC / V7M 1H9 T 604 985 7761 / F 604 985 9417 / CNV.ORG



#### THE CORPORATION OF THE CITY OF NORTH VANCOUVER

#### **BYLAW NO. 8831**

#### A Bylaw to enter into a Heritage Revitalization Agreement

**WHEREAS** Council may, by bylaw, pursuant to the *Local Government Act* as amended from time to time, enter into a heritage revitalization agreement with the owner of heritage property;

**NOW THEREFORE** the Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

- 1. This Bylaw shall be known and cited for all purposes as "Heritage Revitalization Agreement Bylaw, 2021, No. 8831" (A. Dean / Y. Perrault, 532 East 10<sup>th</sup> Street).
  - A. Council considers that certain lands and premises, thereon, commonly known as the "James Residence", described as:

Street Address: 532 East 10th Street

Common Name / Description: James Residence

Legal Description: PID: 006-632-688

LOT 14, BLOCK 91, DL 550, PLAN 1647

(the "Lands")

has significant heritage value and should be conserved.

- B. The owner of the Lands and The Corporation of the City of North Vancouver have agreed on the nature, character and extent of the heritage value and heritage character of the Lands and on the nature, extent and form of conservation necessary to protect the heritage value and heritage character of the Lands.
- 2. The Corporation of the City of North Vancouver is hereby authorized to enter into a "Heritage Revitalization Agreement", attached to this Bylaw, in respect of the Lands.

READ a first time on the 10<sup>th</sup> day of May, 2021.

READ a second time on the 10<sup>th</sup> day of May, 2021.

READ a third time on the <> day of <>, 2021.

ADOPTED on the <> day of <>, 2021.

MAYOR

**CORPORATE OFFICER** 



General Instrument - Part 1

1. Application

The Corporation of the City of North Vancouver 141 West 14th Street North Vancouver BC V7M 1H9

440	4	CO 1040 CO	100	
2.	Descri	ption	of	and

PID/Plan Number

**Legal Description** 

006-632-688

**LOT 14 BLOCK 91 DISTRICT LOT 550 PLAN 1647** 

3. Nature of Interest

Type

Number

Additional Information

COVENANT

Article 2, pages 5-7

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

#### **ANTHONY JAMES DEAN**

#### YVONNE MARIE PERRAULT

6. Transferee(s)

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

141 WEST 14TH STREET

NORTH VANCOUVER BC V7M 1H9

7. Additional or Modified Terms

8. Execution(s)

eates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other Thispostrument co e bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any. signatory agree to f

Witnessing Officer Signature

**Execution Date** 

YYYY-MM-DD

Transferor Signature(s)

Roxana Roohani Notary Public #115 - 1433 Lonedale Ave

North Vancouver, BC V7M 2H9 E-mail: roxana@roohaninotary.com

ANTHONY JAMES DEAN



Y WAY BANK YVONNE MARIE PERRAULT

#### Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature	Execution Date	Transferor Signature(s)  THE CORPORATION OF THE CITY OF NORTH VANCOUVER  By their Authorized Signatory  Print name:	
	YYYY-MM-DD		
		Print name:	
Officer Certification  Your signature constitutes a representation that you are a so affidavits for use in British Columbia and certifies the matter	licitor, notary public or other perso s set out in Part 5 of the <i>Land Title A</i>	n authorized by the <i>Evidence Act</i> , R.S.B.C. 1996, c.124, to take <i>ct</i> as they pertain to the execution of this instrument.	
lectronic Signature	Î		
our electronic signature is a representation that you are a desig ertify this document under section 168.4 of the <i>Land Title Act</i> , F ou certify this document under section 168.41(4) of the act, an opy, or a true copy of that execution copy, is in your possession	RSBC 1996 c.250, that d that an execution		

#### **TERMS OF INSTRUMENT - PART 2**

## HERITAGE REVITALIZATION AGREEMENT AND SECTION 219 COVENANT 532 EAST 10<sup>th</sup> STREET – JAMES RESIDENCE

#### BETWEEN:

THE CORPORATION OF THE CITY OF NORTH VANCOUVER, a municipal corporation, having its municipal offices and postal address at 141 West 14th Street, North Vancouver, British Columbia, V7M 1H9

(the "City")

AND:

**ANTHONY JAMES DEAN AND YVONNE MARIE PERRAULT**, having a civic address of 532 East 10<sup>th</sup> Street, North Vancouver, V7L 2E6

(the "Owner")

#### WHEREAS:

A. The Owner is the legal and beneficial owner of the parcel of land currently zoned as RS-1 (One-Unit Residential 1), having a civic address of 532 East 10th Street, North Vancouver, British Columbia legally described as:

PID: 006-632-688

LOT 14, BLOCK 91, DL 550, PLAN 1647

(the "Lands"); and

- B. There is a building situated on the Lands, known as the "JAMES RESIDENCE" (sometimes referred to as the "Copper Cottage") which is considered to have heritage value and character (the "Heritage Building") and is listed in the City of North Vancouver's Heritage Register.
- C. The Owner wishes to develop the Lands by providing continuing protection for the rehabilitated Heritage Building, as moved to the Lands from 336 East 9<sup>th</sup> Street under a Temporary Use Permit in 2020, and to regularize the 1,300 square feet existing principal dwelling built in approximately 1916, as an accessory coach house.
- D. In order to provide continuing protection to the Heritage Building and allow for the development on the Lands, the Owner and the City have agreed to enter into this heritage revitalization agreement and Section 219 Covenant to provide for the long-term maintenance and preservation of the Heritage Building and to vary certain provisions of the City's bylaws in connection with the Lands pursuant to section 610 of the *Local Government Act*.

THEREFORE, pursuant to Section 610 of the *Local Government Act*, and in consideration of the payment ten dollars (\$10.00) by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

# ARTICLE 1 DEFINITIONS

- 1.1 **Definitions**. In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:
  - (a) "Accessory Coach House Building" means the 125.4 square metres (1,350 square feet) existing principal dwelling, built on the Lands adjacent to the lane in approximately 1916, regularized through this Agreement as an Accessory Coach House Use as part of the Development;
  - (b) "City" means The Corporation of the City of North Vancouver continued under the Community Charter and "City of North Vancouver" means its geographic location and area;
  - (c) "Conservation Plan" means the plan of restoration, rehabilitation, alteration, conservation and maintenance of the Heritage Building prepared by Heritage Consultant Elana Zysblat dated July 2020, attached as Schedule A to this Agreement, together with such modifications and additional plans as may be approved by the Director of Planning and Development from time to time at his sole discretion;
  - (d) "Conservation Work" means the conservation, repair and maintenance of the Heritage Building in accordance with the Conservation Plan to conserve the structure, support and heritage characteristics and features of the Heritage Building so as to extend its life and use as such;
  - (e) "Development" means the proposed development on the Lands described above in the introductory paragraphs hereto;
  - (f) "Director of Planning and Development" means the chief administrator of the Department of Planning and Development of the City, from time to time; and
  - (g) "Heritage Alteration Permit" means a permit to alter or change features of heritage buildings issued by the City pursuant to section 617 of the Local Government Act:
  - (h) "Heritage Building" has the meaning given above in the introductory paragraphs herein:
  - "Heritage Consultant" means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
  - (j) "Local Government Act" means the Local Government Act, R.S.B.C 2015, c.1, as may be amended or superseded;
  - (k) "Permits" means any building permit(s), development permit(s) and Heritage Alteration Permits issued by the City in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without

- limitation, all final reports, plans, drawings and specifications relating thereto and any amendments thereof;
- (I) "Lands" has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (m) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c.250;
- (n) "Owner" means the registered owner or owners of the Lands and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then "Owner" includes the strata corporation thereby created;
- (o) "Rehabilitation Work" has the meaning given in Section 2.1(c)(ii);
- (p) "rehabilitate" and "rehabilitation" mean the planning and carrying out of restoration, rehabilitation, and construction work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it;
- (q) "Strata Property Act" means the Strata Property Act, S.B.C. 1998, c.43;
- (r) "Zoning Bylaw" means the City's "Zoning Bylaw, 1995 No. 6700" and any amendments thereto and replacements thereof.

# ARTICLE 2 SECTION 219 COVENANT REHABILITATION AND CONSERVATION OF HERITAGE BUILDING

- 2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:
  - (a) the Owner will not use the Lands and Heritage Building except in accordance with this Agreement;
  - (b) the Owner will not demolish the Heritage Building, in whole or in part, nor alter or change in any manner, any exterior feature of the Heritage Building unless the Owner first obtains a Heritage Alteration Permit from the City;
  - (c) the Owner, at the Owner's expense, and to the satisfaction of the Director of Planning and Development:
    - (i) apply for and obtain from the City all necessary Permits prior to commencing any part of the Development including any construction or alteration to the Heritage Building;
    - (ii) within twenty-four (24) months after the date upon which the Permits are issued authorizing the Development on the Lands, plus any additional time by which the date of expiry of the Permit may be extended under the provisions of the Zoning Bylaw or other bylaws of the City, shall complete any remaining rehabilitation of the heritage elements of the Heritage

- Building and shall do so in accordance with this Agreement, the Permits and the Conservation Plan (the "Rehabilitation Work);
- (iii) shall ensure that a Heritage Consultant supervises the carrying out of any substantial Rehabilitation Work;
- (iv) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and
- (v) at the request of the City, on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the Director of Planning and Development, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan:
- (d) The Owner acknowledges and agrees that the Rehabilitation Work carried out in accordance with the Conservation Plan describes a minimum enhancement to the heritage appearance of the Heritage Building. Other technical upgrades may be required in accordance with applicable City's bylaws or Provincial building codes.
- (e) after completion of the Rehabilitation Work in accordance herewith, and for the life of the Heritage Building, the Owner will, at the Owner's expense, carry out the Conservation Work necessary to conserve the Heritage Building as rehabilitated, keep it in good condition in all respects at all times and maintain the Heritage Building in accordance with the Standards and Guidelines for the Conservation of Historic Places in Canada and in accordance with the City's Heritage Conservation Procedures Bylaw, 2013, No. 8292, as amended from time to time;
- (f) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the Heritage Building insured to full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (g) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at any time to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way except as may be permitted or required by this agreement, the Conservation Plan and/or any development and/or Heritage Alteration Permits issued by the City;
- (h) if at any time, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within thirty (30) days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, enter onto the Lands or into the Heritage Building to rectify the Owner's default; and
- (i) the Owner acknowledges and agrees that, notwithstanding that this agreement and this Agreement may result in restrictions with respect to the future use and

development and therefore may affect the value of the Lands, the Owner has received full and fair compensation therefor and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and and acknowledges and agrees that the requirements of Section 613(1) of the *Local Government Act* have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected with this Agreement. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this Agreement.

# ARTICLE 3 DEBTS OWED TO CITY

- 3.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or Conservation Work or to conserve, repair or maintain the Heritage Building:
  - (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
  - (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, or repair the Heritage Building, plus twenty percent (20%) of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate at the Bank of Montreal's main branch in the City of North Vancouver, plus three percent (3%), calculated monthly and not in advance.

# ARTICLE 4 BYLAW VARIATIONS

- 4.1 Pursuant to the provisions of Section 610(2)(b) of the *Local Government Act*, the following variances to the Zoning Bylaw No. 6700 are granted through this Agreement to enable the proposed Development on the Lands:
  - (a) Section 509(2)(c)(ii) is hereby varied to state of the total allowed in Section 509(2), the maximum Gross Floor Area (One-Unit and Two-Unit Residential) for Accessory Coach House Use shall not exceed 125.4 square metres (1,350 square feet); and
  - (b) Section 509(6) is hereby varied to waive the requirement that the Accessory Coach House Building situated on the Lands comply with the applicable Accessory Coach House Development Permit Guidelines; and

(c) Division V11:C.2.1 Exemptions is hereby varied so that in addition to minor exterior renovations, other interior and exterior renovations to the existing Accessory Coach House Building situated on the Lands which do not significantly alter the footprint or character of the building may also be exempted from Development Permit requirements at the discretion of the Director of Planning and Development.

## ARTICLE 5 SUBDIVISION

- **Subdivision.** If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act* or under other similar legislation enacted from time to time then upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:
  - (a) subject to Section 7.2 herein, the rights and benefits of this agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
  - (b) subject to Section 7.3 herein, the burdens, obligations and covenants contained in this Agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.
- 5.2 **Subdivision by Strata Plan.** If the Lands, or any portion thereof, are subdivided by a strata plan, this Agreement will charge title to the strata lots and the common property comprising such strata plan and:
  - (a) the Section 219 Covenant and obligations therein will be registered against each individual strata lot and noted on the common property sheet;
  - (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this agreement, solely at the expense of the strata lot owners; and
  - (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,

provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the Owner's covenants in this agreement.

## ARTICLE 6 GENERAL

6.1 **Heritage Alteration Permits**. The Owner acknowledges that the issuance of a Heritage Alteration Permit is at the sole discretion of the City and the City is at no time under any obligation to issue a Heritage Alteration Permit to the Owner.

- 6.2 **Adoption of Bylaw.** This Agreement, following execution by the parties, shall become effective only upon the adoption by City Council of the Bylaw authorizing this agreement.
- 6.3 **Amendment.** As required by the *Local Government Act*, this Agreement may only be amended with the consent of both the Owner and the City and by adoption by City Council of an amending bylaw which amends the Bylaw authorizing this Agreement.
- 6.4 **Joint and Several Liability**. If the Owner is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.
- 6.5 **Priority of Registration**. The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.
- 6.6 **Perfection of Intention**. The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.
- 6.7 **Waiver**. No failure on the part of the City to exercise and no delay in exercising any right under this agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 6.8 **Time of Essence**. Time will be of the essence in respect of this agreement.
- 6.9 **Enurement.** This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.
- 6.10 **City's Other Rights and Obligations**. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Community Charter*, and the *Local Government Act*, or any other Act of the legislature of British Columbia, as amended from time to time.
- 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 party by registered mail or by personal service, to the address set out on the first page of this Agreement and 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 party, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

- 6.12 **Interpretation.** The following provisions regarding interpretation apply to this agreement:
  - (a) Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular; and
  - (b) 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.
- 6.13 **Governing Law**. This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 6.14 **Severability.** 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.
- 6.15 **City Approvals**. In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

IN WITNESS WHEREOF the parties have executed this agreement on Form C which is a part hereof.

# SCHEDULE A CONSERVATION PLAN

**See Next Page** 

# Heritage Conservation Plan

532 East 10<sup>th</sup> Street\*, North Vancouver James Residence / Copper Cottage ~ 1907



<sup>\*</sup> Originally constructed at 334 E 9<sup>th</sup> Street (Lot 19, Block 96, DL 550) relocated to 336 E 9<sup>th</sup> Street (Lot 18, Block 96, DL 550) in 1924, and to its current location at 532 E 10<sup>th</sup> Street (Lot 14, Block 91, DL 550) in 2020.

Prepared by Elana Zysblat, CAHP - Ance Building Services :: July 2020

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#### Statement of Significance



#### **Description of Historic Place**

The James Residence, also known as Copper Cottage, is a one storey, wood-framed house in the Early Cottage architectural style. The building is located on East 10<sup>th</sup> Street between Moody Avenue and Grand Boulevard in the Keith-Lynn neighbourhood of Central Lonsdale in the City of North Vancouver.

#### Heritage Values

Constructed in 1907, James Residence holds historical value for its association with a distinct, early period of rapid growth in the historic neighbourhood of Central Lonsdale during the Edwardian period. In 1907, the City of North Vancouver was incorporated, power had just arrived to the North Shore via a cable crossing the Burrard Inlet, and a tram line began operating along Lonsdale Avenue. Two blocks to the east, in 1908, Grand Boulevard was cleared of timber and the now-empty lots were reserved for high-end residences worth a minimum of \$4000. The James Residence was built in the middle of this North Shore development boom that existed from roughly the turn of the 20<sup>th</sup> century until just before the First World War. The house survives as a symbol of the working-class segment of what was an economically diverse neighbourhood.

The James Residence is valued for its continuous residential use as a working-class home since 1907, both as an owner-occupied property as well as a rental house. Butcher, William Percival James & wife Grace built the subject house in 1907 at 334 E 9<sup>th</sup> Street as their residence until 1911, and a rental property for over a decade. In 1924, the house was purchased by Angus Stewart, who relocated it to the next-door lot at 336 E 9<sup>th</sup> Street the same year, continuing to rent it our while living in a new house that he built on the original lot. The subject house was home to many working-class tenants over the

years until it was eventually purchased by its most long-term residents, policewoman and plasterer Audrey & Dave Brown, in 1987.

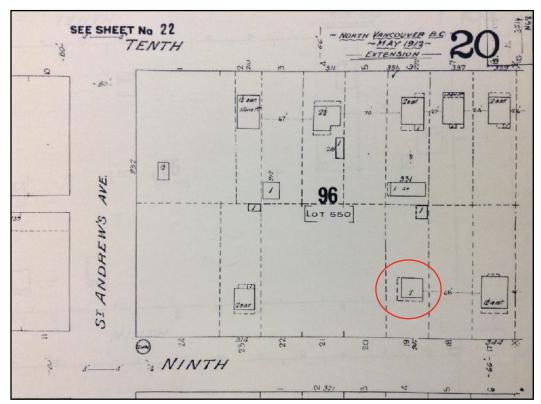
The property holds further associative value as a symbol of community heritage conservation efforts and awareness on the North Shore. Dave and Audrey Brown, who called the subject house their home for 30 years between 1987 and 2017, worked hard to maintain the property's historical integrity, and gave the building its nickname, 'Copper Cottage' for the exterior colour they painted it in. The Browns were granted the 2013 Small Scale Heritage Improvement Award from the North Vancouver Heritage Advisory Committee for their efforts towards restoring the house to its original condition. Subsequently, when the house came at risk of demolition under new owners, an enthusiastic community effort was led by the North Shore Heritage Preservation Society in the fall of 2019, to relocate the cottage in order to save it. A call went out to the public, offering the building for free to anyone willing to pay the relocation costs. Out of 60 applicants, Tony Dean and Yvonne Perrault, two North Vancouver natives whose mothers were both heritage-minded City Councillors and heavily involved in the Heritage Advisory Commission, were granted permission to move the house to their own lot a few blocks away at 532 E 10th Street, and make it their permanent home.

The James Residence holds value as a relatively well-preserved example of the Early Cottage architectural style, as seen in its small-scale rectangular cottage form (typically only one or one and a half storeys high), hipped roof and front porch. This modest house style was a popular choice during the Edwardian period for working-class families like the James' all over BC and for use as rental properties. It is also valued for its history of relocation (first in 1924, and again in 2020) and for its association with the profession of house movers - a common recourse for wood-frame buildings and a much more prevalent profession during the early days of development in British Columbia. Relocation was usually done for economic reasons - demolishing a building was considered an inconceivable and unrecoverable waste of resources and moving it was cheaper than reconstructing it elsewhere.

#### **Character-defining Elements**

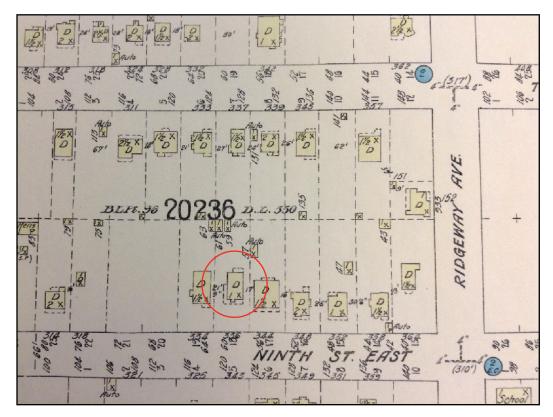
- Residential use since 1907
- Early Cottage design as expressed in its
  - One storey height plus basement
  - Simple, rectangular form and massing
  - hipped-roof
  - Full-width front porch with simple, square columns
  - historic wood rail height
  - bay window
  - Wood front door, located to the side
- Wood clapboard siding
- Evidence of distinct cladding at the basement level, separated from the main level by a trim board.
- Square window and door trim in traditional dimensions
- Original window openings with double-hung windows

#### Fire Insurance Maps



1912 Fire Insurance Map depicting the subject house on its original lot, and in its original form before the addition was added later in 1912.

Source: NVMA



1930 Fire Insurance Map depicting the subject property in its second location at 336 E 9th Street. Note the longer, rectangular form created by the 1912 addition.

Source: NVMA

#### **Archival Photographs**



Although not the subject house, this home was located just two blocks away at E 9th Street and Queensbury and is a close representation of the James Residence in its original form. ca. 1911 Source: North Shore News, November 29, 2000.



Another 'Early Cottage' as photographed in 1907 in New Westminster (426 Ash Street). This house model was prevalent in most BC cities. Source: New Westminster Public Library #30

#### More about the Early Cottage house design

The early cottage was a popular and enduring house style all over BC from the 1890s into the early 1920s. It was straightforward and fast to build, easy to maintain and had a very practical layout for all ages and family configurations. Like most vernacular buildings in early BC, house plans for the Early Cottage were often copied from catalogues which were available through mail order or to browse through at the lumber yard or shingle mill. Below are a few versions of the Early Cottage plan from two different catalogues. The subject house is most similar to the Idaho plan from the Fenner Manufacturing Company catalogue based in Portland.

More information can be found here: https://www.vancouverheritagefoundation.org/house-styles/early-cottage/



#### More information about house moving

"If I were to describe the faces of onlookers witnessing a house being moved, I would have to say there is uncertainty, disbelief, and pure amazement". Peter Paravalos, Moving a House with Preservation in Mind

The act of lifting a house, placing it on wheels, and rolling it down the street fascinates people to no end. While the notion of building moving seems fantastical, housemoving is a long-established trade that dates back hundreds of years.

The complicated and delicate process of moving buildings has been documented since the 1850s. Moving a house was a common recourse, usually done for economic reasons - i.e. razing a building was an inconceivable and unrecoverable waste of resources and moving it was cheaper than reconstructing it elsewhere.



McCain Bros. moving a house in Vancouver, probably in the West End, 191?. Note the person on the front porch. Source: CVA 473- 12

But there have been other reasons for house lifting and moving. In New Orleans it has been a common response to flooding for over 160 years; in Hibbing, Minnesota, one third of the town's buildings were moved in 1920 when an iron ore deposit was discovered below; and in Newfoundland,

fishing outport buildings were moved so newlyweds could be closer to their families. In the US, house moving surged in the 1950s and 1960s during the freeway building boom. In those decades, moving buildings still made economic sense and homes that stood in the way of construction were for the most part sold and relocated.

The historic technique involved inserting steel rods under the house and lifting it with screw or railroad jacks (today this is done hydraulically). The house would then be lowered onto carriages, which sat on wooden or iron rails. A rope-and-pulley system tied the house to horses that slowly pulled it to the new location. As the building moved forward, the rails would be picked up and relaid ahead of the house.



James R. Fraser moving a house in Vancouver, 191?. Source: CVA 473-9

Here in BC, it would be hard to find a town or even a neighbourhood that doesn't have a 'moved' house from another location. 'House Movers' was a profession regularly listed in the very earliest city directories in BC, and the prevalent use of 'balloon' framing here made for light-weight, wood buildings that were readily manoeuvred. House moves in BC even involve shipping houses on barges from the mainland to islands and towns up the coast.

Although house moving still happens today, the high cost of labour and temporarily moving utilities means it is no longer done for economic reasons, but usually to save or conserve a heritage resource, as was the case with the saving of the James Residence aka Copper Cottage. The subject house was saved from demolition by relocating it onto a lot in the same neighbourhood where it can coexist with a historic house sited at the lane. About two dozen mature shrubs were also relocated from the lot at 336 E 9th to the current location on East 10th Street.

#### July 2020

#### Research Findings

**Dates of Construction: 1907** 

Source: City Directories

Original Owner: Grace & William Percival James

Source: Tax Collectors' Rolls (NVMA)

Architect: n/a

Source:

Builder: W. Garnett (1912 addition)

Source: Building Permit

#### **Residents:**

#### At 334 E 9th:

- 1907-11: William Percival James, manager BC Market Co.

- 1921-22: Harold E. Landman, solicitor & notary

- 1923-24: James C. McLagen, bookkeeper Govt Liquor Store

#### At 336 E 9th:

- 1925-26: Arthur E & Lilian Amelia Sykes, carpenter Wallace Shipyard

- 1927: J.A. Reed

- 1928-29: K.A. Floe

- 1930-31: N.T. Reed

- 1932-43: Thomas W. & Alice Reid, driver Swift's

- **1944-45:** J.L. Martin

- 1946: L. Labelle

- 1947-50: W.E. Ellis

- 1951-63: John William & Doris Stephenson, accountant

- 1974: Joyce W. Webber

- 1986: Al MacIntosh & Colleen Cuthbert

- 1987-2017: Dave & Audrey Brown, plasterer & police officer w/ VPD

#### At 532 East 10th Street:

- 2020: Tony Dean & Yvonne Perrault

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An interesting note is the building's possible connection to Benjamin Chubb, who built a manor in 1913 at 345 E 9th Street, where he lived with his wife, Martha, and their children. Oral history from the neighbourhood suggests that the property housed the Chubb family's private groundskeeper for a period of time between the years 1913 and 1921. Originally from Ontario (born 1856), Benjamin Chubb moved west to Morden, Manitoba in 1879, where he helped grow the Massey-Harris Implement Company. In 1900, Chubb moved his growing family to Saskatoon, where he opened a new branch for the company, and built the city's first brick house. During his time in Saskatoon, he became involved with establishing the new Barr Colony settlement near Lloydminster, served as a city Alderman in 1905, and was appointed the collector of customs in 1907. In 1912, Chubb moved his family a final time to North Vancouver, where he owned a shingle mill at the foot of St. George's and became involved in local politics. After an unsuccessful run for a seat in the 1920 Provincial Legislature, Benjamin Chubb passed away in November, 1921, and the estate was split between his wife and their six children.



Benjamin Chubb - according to local accounts - owned the subject house from 1923-20, where he housed his private gardener.

Source: Vancouver Sun, November 8, 1921. (Accessed through Newspapers.com)

#### Recent photographs before the move:



front (south) view



rear (north) view

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#### **Current Photographs**



Current view of the subject house at its new location at 532 E 10th Street, temporarily sitting on cribs while a new foundation is excavated and poured.



front (south) view



rear (north) view



Side (east) view



Side (west) view

#### **Conservation Objectives**

The building historically located at 336 East 9th Street was relocated to 532 E 10th Street where a 1916 house already stands, sited at the rear of the property. The two building now coexist on the same lot with the subject house positioned as the 'main' house and the existing house now positioned as the 'lane' house. The relocation was carried out to save the subject house from demolition as the new owners of 336 E 9th Street intended on redeveloping the lot. The subject house will continue with its single, detached residential use. The basement level will be expanded and improved to provide a finished, full-height living and utility space with windows, connected to a new attached garage at the northwest corner of the house. The proposed development will transform the property at 532 E 10th into a comfortably shared lot for two families, each with private outdoor areas and off-street parking spaces. The proposed development, including the relocation of the subject house and extensions to it, do not negatively impact the Heritage Values nor the Character Defining Elements of the historic place.

**Rehabilitation** is the overall conservation treatment for the subject house and for the property.

The below conservation treatment definitions are taken from the Standards & Guidelines for the Conservation of Historic Places in Canada (2nd edition).

<u>Preservation:</u> The action or process of protecting, maintaining and/or stabilizing the existing materials, form and integrity of an historic place or of an individual component, while protecting its heritage value.

<u>Restoration:</u> The action or process of accurately revealing, recovering or representing the state of a historic place or of an individual component, as it appeared at a particular period in its history, while protecting its heritage value.

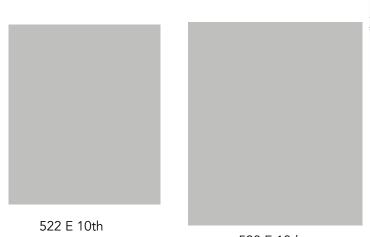
<u>Rehabilitation:</u> The action or process of making possible a continuing or compatible contemporary use of an historic place or of an individual component, through repair, alterations, and/or additions, while protecting its heritage value.

#### Site Plan

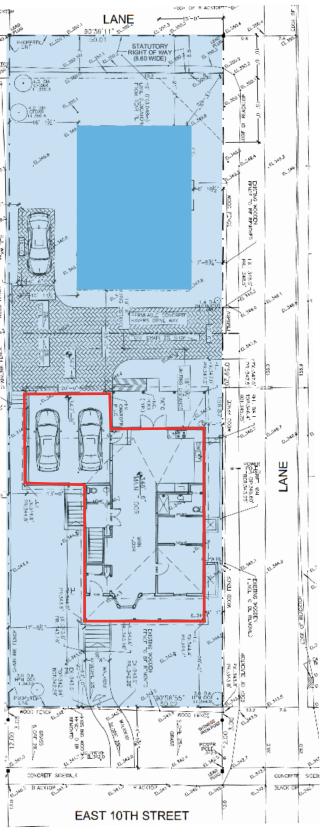
The proposed site plan shows the lot at 532 E 10th in light blue, the existing 1916 'lane' house in medium blue and the proposed extended footprint of the subject house outlined in red, sited at the front of the property, in-line with the neighbouring houses to its west (in grey).

A shared driveway accesses the property from the lane to the east, allowing both resident families to park cars on the site, providing a total of three parking spots.

The plan allows for a comfortable distance of 23 feet 7 inches between the garage of the subject house and the existing lane house.



528 E 10th



#### **Condition Assessment**

Overall the building is in **good** condition.

#### a. Structure

The building lines are true to the eye - there is no visual evidence of structural distortion or obvious failures.

#### b. Exterior Elements

The building is clad in horizontal wood clapboard siding which is in **good** condition, as are the surviving trim boards, wood soffits and front porch column.

#### c. Roofing and gutters

The existing duroid shingle roof and associated rainworks are in *fair* condition.

#### d. Windows and Doors

Windows - the original horned double-hung wood windows were replaced with vinyl windows in the 1990s. The current windows are in *good* condition.

Doors - The two glazed wood front doors and original wood rear door in **good** condition.

#### e. Finishes

The painted finish is in *fair-good* condition.

#### **Recommended Conservation Procedures**

#### a. Property and Structure - Rehabilitation:

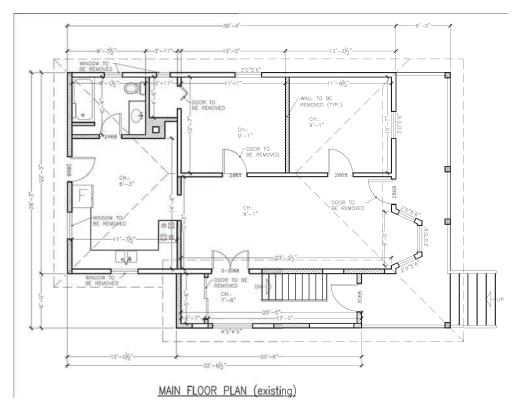
**Rehabilitate** the property by:

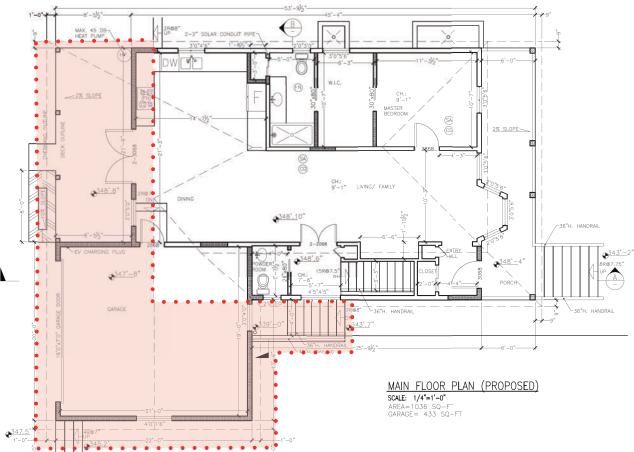
- Relocating the historic house to 532 East 10th, inline with the neighbouring houses to the west;
- Creating a vehicle entrance at the eastern lane
- Relandscaping the property to introduce a driveway and separate outdoor areas for each house

**Rehabilitate** the historic building structure in its new location with new extended foundation and basement level, attached double garage and extended rear wall. Clad the garage in a distinguishable treatment (shingles with no corner boards) so that it reads as an addition.

The proposed extension at the rear of the house is a 3' extension, from 42'.4" (existing) to 45'.4"

See next page for existing and proposed plans. Proposed changes are all at the rear and deeply setback at the northwest corner, as outlined and shaded in red on the plans, thus having a very low visible impact on the original design of the cottage.





#### b. Foundation - Rehabilitation:

 As part of the relocation of the historic building, construct a new seismic concrete foundation with exterior access on the west side.

NOTE: Because of the rush to relocate the cottage to its current location in order to save it from demolition, a new ICF concrete foundation was poured prior to this Conservation Plan being commissioned. This new foundation is slightly wider than the footprint of the cottage, requiring some unconventional solutions to marry it to the exterior cottage walls.

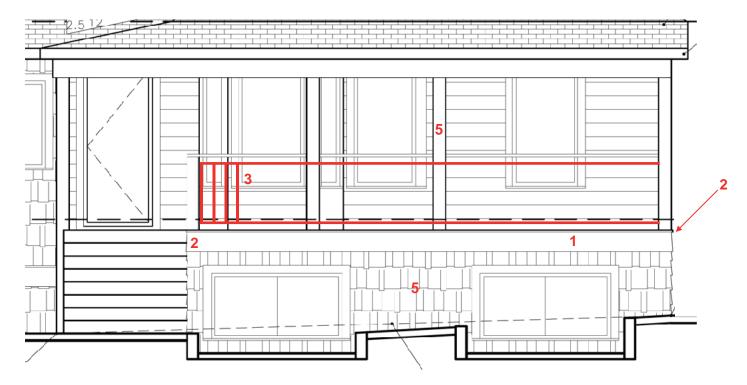
Apply the following guidelines when finishing the connection between the basement and the cottage:

- 1. Water table board to sit proud of the basement cladding by 3/4". As the water table board was an original element of the cottage, the new water table board should be of the exact dimensions of the original water table board, made of wood, and not wider nor thicker.
- 2. As the basement is clearly a new element of this historic building, it is recommended to clad it in a discreet, contemporary cladding such as stucco parging or smooth Hardie panels.
- 3. Any new elements or materials such as flashing added above the basement level, should be painted in the body or trim colour to hide it as much as possible. c. Exterior Elements Preservation and Restoration:
- Preserve the main floor wood cladding, wood trim around the doors and windows, the soffits, and wood porch columns.
- Reinstall replicated wood water table board, in the same material and dimensions as the original (as the existing boards didn't survive the relocation), at new foundation.
- Remove vinyl porch floor and restore a tongue and groove fir deck, framed by a nosing piece that extends 3/4" or 1" past the water table board below.



Photo shows a historic tongue and groove porch surface in the process of being refinished and restained. Note the boards are perpendicular to the house while the nosing piece is parallel to it.

#### Important conservation details on the front porch:



- 1. Water table board sits proud of the basement cladding by 3/4".
- Replicated porch flooring: nosing should extend past the water table by 3/4" or 1"
- Restore wood front porch railing with spindles at historic height (28.25" just below half post)
- 4. Salvage original clapboard siding from the rear where an extension to use on the front if and where needed.
- 5. Retain original front porch columns
- 6. Clad basement in a discreet, contemporary cladding such as stucco parking or smooth Hardie panels.

#### d. Roof and gutters - Rehabilitation:

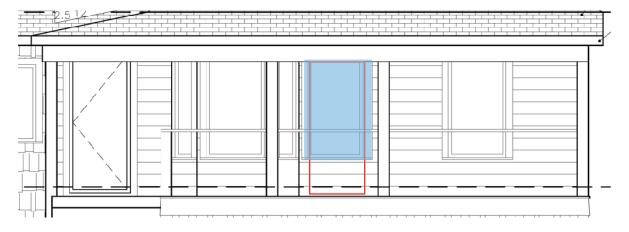
Install new Enviroshake roof shingles and new rainworks system.

### e. Windows and Doors - Restoration and Rehabilitation:

 Replace current vinyl window inserts with wood windows that replicate the original double-hung horned windows, based on archival photos of the house from the 1980s:



 Cancel one of the two front doors on the facade (the central opening survives from before the side porch was enclosed and an additional front door was introduced in the 1930s) to allow for better layout on the interior. Replace the door opening with a window opening.



Remove existing door (outlined in red) and partially enclose the opening to convert it into a window opening (light blue), matching the size and style of the other windows on the facade. Use salvaged siding removed from the rear elevation to patch up the facade wall.

### g. Finishes - Restoration:

Repaint in historically correct colour scheme, using historically researched colours with colour placement based on archival photos of Early cottages. The below archival photo graphs, taken in 1911 and 1913 show that early cottages could have dark or light body colours, but always featured a contrasting colour scheme where the basement level was typically a different colour than the main floor and the trim tone contrasted with the body tone. Finally, the window sash colour contrasted with the trim colour. Any combination of colours from the Benjamin Moore True Colours palette combining four colours and maintaining this historic contrast between the four main elements - body, trim, sash and basement is acceptable to apply on this historic building.





Work with a painter who has experience painting old buildings to ensure a thorough prep, sanding, caulking and painting process. DO NOT powerwash as part of the prep work.

The initial scheme planned for the 2020 project is as follows: (Paint colours from Benjamin Moore True Colours Palette for Western Canada):



Main floor body, Soffits, porch railing and porch ceiling - Harris Grey VC-25 - Sheen: low luster



Window and door trim, window sills, porch columns - Strathcona Red VC-27 - Sheen: semi gloss



Window sash and front door - Gloss Black VC-35 - Sheen: high gloss



Basement shingles and new garage - Edwardian porch grey VC-26 - Sheen: low luster



Roof - Enviroshake 'aged cedar'; Gutters - slate or charcoal

### **Future Changes**

Changes to the building configuration, especially additions, should be carefully considered for minimal affect on the **Heritage Values** as embodied in the **Character-Defining Elements** (CDE) listed in the **Statement of Significance** and must be approved through a **Heritage Alteration permit.** 

## **Proposed Alterations**

The proposed alterations to the property as part of its Heritage Revitalization Agreement will improve the sustainability of the property without negatively impacting its Heritage Value or Character Defining Elements and are aligned with the Standards and Guidelines for Conservation in Canada. Infill housing is a historic form of development which has existed in BC since cities were first developed. There are records of residential properties that were initially developed with two houses on one property, as well as properties that were densified with the introduction of an infill house years or decades after the lot was first developed. The proposed alterations to this property are in keeping with this historic and precedented approach and represent a sensitive and subtle form of densification which retains the single-family scale of the neighbourhood. This historic form of densification continues to be an excellent method of providing greatly needed housing in already established neighbourhoods while integrating well into the existing infrastructure and character of the area.

### Maintenance Plan

Following completion of the conservation works, the owner must maintain the building and land in good repair and in accordance with generally accepted maintenance standards. All work should follow *The Standards and Guidelines for the Conservation of Historic Places in Canada (2nd Edition).* The local government determines an acceptable level or condition to which the heritage building is maintained through the Heritage Maintenance Bylaw. As with the Heritage Conservation Plan, such maintenance standards apply only to the building exterior.

As general upkeep is frequently overlooked and will lead to deterioration of heritage resources, maintenance standards warrant special attention. Any building should be kept in a reasonable condition so it continues to function properly without incurring major expenses to repair deterioration from neglect. The most frequent source of deterioration problems are from poorly maintained roofs, rainwater works and destructive pests.

Establish a maintenance plan using the information below:

### Maintenance Checklist

- a. Site
- Ensure site runoff drainage is directed away from buildings.

- It is recommended to maintain min. 2 foot clearance between vegetation and building face and a 12 inch wide gravel strip against the foundation in planted areas.
- Constantly manage vegetation (vines, etc.) that is ornamentally attached to the building.

### **Foundation** b.

- Review exterior, and interior where visible, for signs of undue settlement, deformation or cracking of foundation and if encountered seek advice from Professional Engineer.
- Ensure perimeter drainage piping is functioning satisfactorily.
- Inspect basement interior for signs of moisture migrating through foundation walls in the form of efflorescence (a white powder on concrete) or staining of finishes. A "smell test" for musty air can indicate a moisture problem.

### **Wood Elements** c.

- In the wet coastal climate of British Columbia maintaining integrity of exterior wood elements is critical in preventing water ingress into buildings.
- Annually inspect wood elements for signs of deterioration, identify source of problem and take corrective repair/replacement action:
- o wood in contact with ground or plantings;
- o excessive cupping, loose knots, cracks or splits;
- o open wood-to-wood joints or loose/missing fasteners;
- o attack from biological growth (moss, moulds, etc.) or infestations (carpenter ants, etc.);
- o animal damage or accumulations (chewed holes, nesting, bird/rodent droppings) USE HAZARDOUS MATERIALS PROCEDURES:
- o signs of water ingress (rot, staining, mould, infestation).
- · Closely inspect highly exposed wood elements such as porches, railings and stairs for deterioration. Anticipate replacement in-kind of portions of these elements every 10-15 years.
- Inspect visible caulking joints for continuity and shrinkage. Expect to redo caulking every 3-5 years.

### d. Windows and Doors

- Replace cracked or broken glass as it occurs.
- Check satisfactory operation of windows and doors.
- Check condition and operation of hardware for rust or breakage. Lubricate hardware annually.
- Inspect weather stripping for excessive wear and integrity.

### f. **Roofing and Rainwater Works**

- Inspect roof condition every 5 years, looking for:
- o loose, split or missing shingles, especially at edges, ridges and hips;
- o excessive moss growth and/or accumulation of debris from adjacent trees;
- o flashings functioning properly to shed water down slope.
- Remove roof debris and moss with gentle sweeping and low-pressure hose.
- Plan for roof replacement every 18-22.
- Annually inspect and clean gutters, flush out downpipes. Ensure gutters positively slope to downpipes, there are no leaks or water splashing onto building.
- Ensure gutter hangers and rainwater system elements intact and secure.
- Ensure downpipes inserted into collection piping stub-outs at grade and/or directed away from building onto concrete splash pads.

### **General Cleaning** g.

- Building exterior should be regularly cleaned depending on build up of atmospheric soot, biological growth and/or dirt up-splash from ground.
- Cleaning prevents buildup of deleterious materials which can lead to premature and avoidable maintenance problems.
- Windows, doors and rainwater works should be cleaned annually.

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- When cleaning always use gentlest means possible such as soft bristle brush and low-pressure hose. Use mild cleaner if necessary such as diluted TSP or Simple Green©.
- Do not use high-pressure washing as it will lead to excessive damage to finishes, seals, caulking and wood elements, and it will drive water into wall assemblies and lead to bigger problems.

### Research Resources

### BC Archives:

- birth, marriage, death index

### City of Vancouver Archives (CVA):

- Archival Images
- Greater Vancouver City Directories 1860-1955

### North Vancouver Museum & Archives (NVMA):

- Fire Insurance Maps 1912 & 1930
- Tax Collectors' Rolls 1908-1925
- Building Permits 1912-1924

### Library and Archives Canada:

- Canada Censuses for 1901, 1906, 1911, and 1921

### Newspapers:

- North Shore News,
  - November 29, 2000
  - March 13, 2020

### Publications:

- Woodward-Reynolds, Kathleen. 1943. A History of the City and District of North Vancouver. Master Thesis for UBC.

Telephone interview with Audrey Brown, March 20, 2020.

- personal documents and archival research provided by Audrey Brown

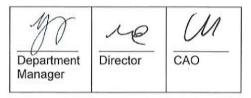
Telephone interview with Elizabeth & Wayne Reid, March 23, 2020.

### Websites:

- Ancestry.ca Canada Voters' Lists 1935-80
- Cbc.ca/news "Want a Free Heritage House?" January 8, 2020
- Newspapers.com Vancouver Daily World; various articles from 1910-1922







# The Corporation of THE CITY OF NORTH VANCOUVER PLANNING & DEVELOPMENT DEPARTMENT

REPORT

To:

Mayor Linda Buchanan and Members of Council

From:

David Johnson, Development Planner

Subject:

REZONING APPLICATION: 2612 LONSDALE AVENUE (NOR-VAN

VLIET PROPERTIES LTD. / EKISTICS ARCHITECTURE)

Date:

May 26, 2021

File No: 08-3360-20-0426/1

The following is a suggested recommendation only. Refer to Council Minutes for adopted resolution.

### RECOMMENDATION

PURSUANT to the report of the Development Planner, dated May 26, 2021, entitled "Rezoning Application: 2612 Lonsdale Avenue (Nor-Van Vliet Properties Ltd. / Ekistics Architecture)":

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8696" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717) be considered and referred to a Public Hearing;

THAT "Housing Agreement Bylaw, 2021, No. 8697" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717, Rental Housing Commitments) be considered and referred to a Public Hearing;

THAT notification be circulated in accordance with the Local Government Act;

AND THAT the Mayor and Corporate Officer be authorized to sign the necessary documentation to give effect to this motion.

Document Number: 2045386 V3

### **ATTACHMENTS**

- 1. Context Map (CityDocs 1734375)
- 2. Updated Project Summary Sheet (CityDocs 2048792)
- 3. Architectural and Landscape Plans, dated July 27, 2020 (CityDocs 2048797)
- 4. Council Report dated January 21, 2019 (CityDocs 1752149)
- Updated "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8696" (CityDocs <u>1734706</u>)
- 6. Updated "Housing Agreement Bylaw, 2021, No 8697" (CityDocs 2055837)

### **PURPOSE**

The purpose of this report is to present, for Council consideration, a revised rezoning application for the site located at 2612 Lonsdale Avenue (Attachment #1). The revision is in response to Council's resolution of February 11, 2019 where Council referred the original application back to staff to address the items outlined in the resolution.

### BACKGROUND

Applicant:	Nor-Van Vliet Properties Ltd.	
Architect:	Ekistics Architecture	
Official Community Plan Designation:	Residential Level 5 (R5)	
Existing Zoning:	Medium Density Apartment Residential 1 (RM-1)	
Applicable Guidelines:	None	

The original application was brought forward to Council for consideration at the February 11, 2019 Council meeting. At that meeting, Council made the following resolution:

City Council, at its Regular meeting of Monday, February 11, 2019, defeated the above rezoning application and referred it back to staff for consideration of:

- an increase in the number of 3-bedroom units;
- energy efficiency improvements;
- accessibility of the units;
- setbacks;
- reduction in height; and
- consideration of extending the 10-10-10 principle for additional units and number of years.

Since then staff and the applicant have met several times to discuss these issues and the applicant has returned with a revised proposal in response to Council's concerns raised at the February 11, 2019 meeting.

A copy of the original staff report (dated January 21, 2019) is included in this report as Attachment #4. Updated architectural and landscaping drawings are included as Attachment #3. Updates to the Zoning Amendment Bylaw (Attachment #5) and the

Housing Agreement Bylaw (Attachment #6) have been made to reflect the changes being made to this proposal.

The Official Community Plan designates the subject site as Residential Level 5, which allows multi-family buildings at a density of 1.6 FSR with the provision of an additional 1.0 FSR Density Bonus. Residential buildings can achieve a height of up to six storeys. The proposal as presented meets this criteria and does not need an OCP amendment.

### DISCUSSION

# **Project Description**

The proposal is for a six-storey, 24-unit rental residential apartment building. The proposal includes three mid-market rental units, with one level of underground parking and one surface parking stall to accommodate a two-way car sharing service. The building is located mid-block on the east side of Lonsdale Avenue between 26<sup>th</sup> Street to the south and 27<sup>th</sup> Street to the north. Vehicle access to the underground parking is off the rear lane.

The proposed changes in response to Council's resolution are summarized in Table 1 below. A further description of each of the responses are then provided.

Table 1

	2019 Proposal	Current Proposal
Gross Floor Area	1,982 square metres 21,388 square feet	1,967 square metres 21,172 square feet
<u>Unit breakdown</u> One-bedroom	16	12
Two-bedroom	9	9
Three-bedroom	FIRST SHEET THEY BY SEIDLE	3
Total number of units	26	24
Energy performance	Step 2	Step 3
Setbacks	Front Yard: 12.0 ft. Side Yard: 8.0 ft. Rear Yard. 14.2 ft.	No Change
Building Height	Six Storeys, and 65.0 ft.	Six Storeys, and 61.0 ft.

An updated project fact sheet can be found in Attachment #2.

# Increase In Three-bedroom Units

The applicant has increased the number of three-bedroom units from one unit to three units to meet the City's Housing Action Plan, which seeks the provision of at least 10% of units be three-bedroom or more to accommodate families. This was achieved by changing the unit configuration to reduce the number of one-bedroom units from 16 to 12. This results in the total number of proposed units being reduced from 26 to 24.

REPORT: Rezoning Application: 2612 Lonsdale Avenue (Nor-Van Vliet Properties Ltd. / Ekistics Architecture) Date: May 26, 2021

## Energy Efficiency Improvements

The applicant has upgraded the proposed energy performance from Step 2 to Step 3 of the BC Building Code Step Code, which is consistent with current requirements for rezoned projects.

# Accessibility of the Units

There is now a reconfiguration of unit types which has not only improved the accessibility within each adaptable unit, but has also improved circulation within the whole building.

### Setbacks

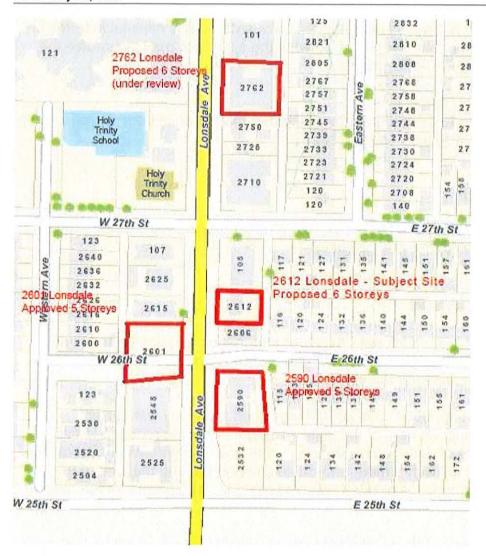
This small mid-block site already presents some challenges to develop to the full potential outlined in the OCP. In addition, the City requires a 3.0 m (10 ft.) land dedication off the Lonsdale Avenue frontage of the site. This reduction in site area adds to the challenge to provide livable units within the proposal. Therefore, the applicant has not altered the setbacks in the revised proposal. Staff note the same side yard setback of 2.4 m (8 ft.) has been approved in other projects in the City with similar surroundings (such as the project at 127 East 12<sup>th</sup> Street, which is nearing completion). Staff do not anticipate significant impact with this side yard setback.

# Reduction in Height

The proposal is kept as a six-storey building, however, there is a reduction in overall building height from the previous 65 ft. to 61 ft., and a further setback of the top floor.

Staff and the applicant explored the possibility and the implication to either reduce the building by one floor or further set back the top floor significantly. In considering height reduction, staff take into consideration both site specific constraints as well as surrounding context.

The surrounding context include existing 2- to 3-storey walk-up apartments as well several recently approved five-storey developments. There is one rezoning application under review that is also proposing a 6-storey OCP compliant rental development. See map below.



To reduce the scale and massing of the building, in the original design, the top floor of the building was set back by approximately 2.1 m (7 ft.) from the street and lane edges of the building footprint below. For the current proposal, the applicant's design exploration has concluded that any significant additional setback of the top floor is not possible without relocating the main staircases, which would trigger a complete redesign. However, a 0.8 m (2.5 ft.) setback from the north and south side yards of the top floor is now added to the design, thus mitigating the massing impact of the building on the north and south neighbouring buildings.

Further, the applicant has reduced floor to floor height of levels 2 to 4, resulting an overall height reduction of 4 feet.

The elimination of an entire floor was also reviewed – it would result in a loss of four rental units, a significant loss considering there are only a total of 24 units. Projects proposing six storeys are being considered in the neighbourhood currently, provided there are measures to scale back the top floor.

On balance, the incremental impact of a stepped back sixth floor is minimal in terms of shadow and neighbour impacts, and the removal of the sixth floor may jeopardize the financial viability of this small rental project.

# Mid-Market Unit Housing Terms

The applicant has offered to extend the term of the mid-market units from 10 years to "in perpetuity", in alignment with the current City policy.

### **ADVISORY BODY INPUT**

The changes being presented in this proposal were minor and did not warrant returning to the Advisory Design Panel for further review.

### COMMUNITY CONSULTATION

The applicant did not hold an additional Developer Information Session on the latest proposal, but staff has updated the project webpage to allow members of the public to view the drawings and provide feedback.

Staff have received four telephone calls about the revised proposal, with mixed comments including disappointment of the building height not being reduced to five stories as well as the loss of rental units due to the changes. Comments in support like that the project will be rental with a more affordable component, and the look of the building. No written comments have been received since the submission of the revised drawings.

Should Council wish to move this application forward, a Public Hearing will be held to allow the public to voice their opinions directly to Council.

### **ENGINGEERING SERVICES**

With the proposed changes, off-site servicing requirements remain the same. One of the items was a condition that was outlined in the previous staff report (Attachment #4); it needs to be carried over as the following and secured as part of the rezoning:

 Submission of a sustainable storm water management plan to the satisfaction of the Director of Engineering. REPORT: Rezoning Application: 2612 Lonsdale Avenue (Nor-Van Vliet Properties Ltd. / Ekistics Architecture) Date: May 26, 2021

# CONCLUSION

The changes to the original application as presented in this report will result in 24 rental apartment units with three mid-market units that would be secured in perpetuity through a Housing Agreement. The increased number of three-bedroom units is in keeping with the City's Housing Action Plan and will help accommodate families in the area. The improved energy performance is in keeping with current requirements and modified unit configurations will help wheelchair access throughout the dedicated units and the building.

RESPECTFULLY SUBMITTED:

David Johnson

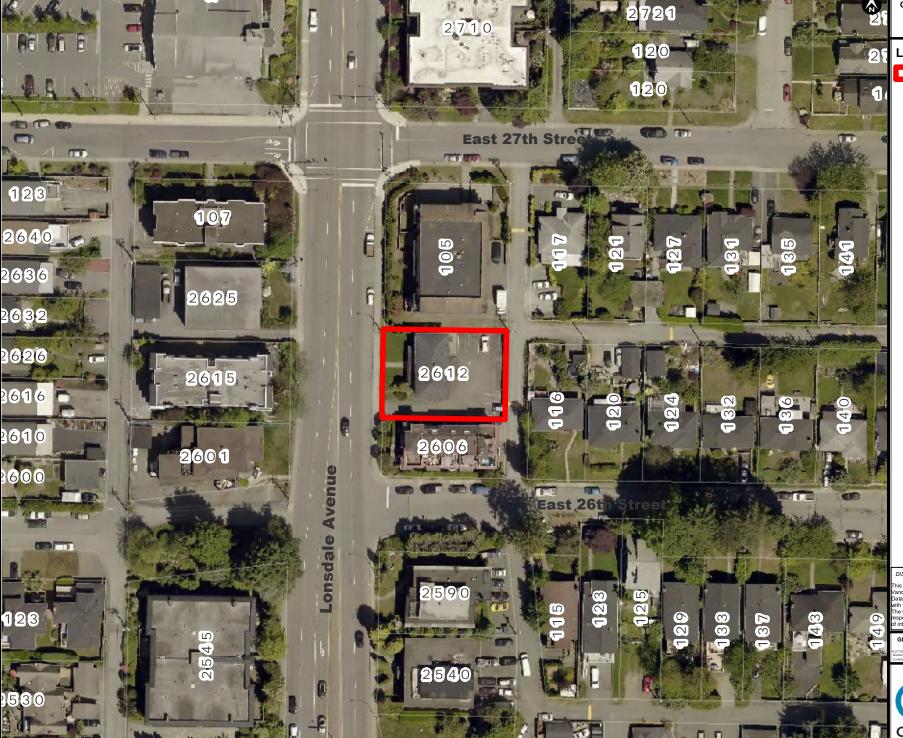
Development Planner

City of North Vancouver

Context Map

Legend

Subject Site



1:1,

### DISCLAIMER

This map was produced on the City of North Vancouver's Geographic Information System. Data provided herein is derived from sources with varying levels of accuracy and detail. The Cty of North Vancouver disdaims all responsibility for the accuracy or completeness of information contained herein.

GIS Division, Information Technology City of North Vancouver

CORDINATE SYSTEM: NAD 83, UTM Zone





# **PROJECT SUMMARY SHEET**

DEVELOPMENT APPLICATION 2612 Lonsdale Avenue



# SITE CHARACTERISTICS

SITE CHARACTERISTICS									
OCP Designation		Residential Level 5 (R5)							
Existing Zoning		Medium Density Apartment Residential 1 (RM-1)							
Site Area		766.0 sq. m (8,245 sq. ft.)							
FLOOD AREA AND HEIGHT									
FLOOR AREA AND HEIGHT	Existing Zoning (RM-1)	Offical Community Plan OCP - 1.60 FSR	Proposed						
Floor Space Ratio	Maximum 1.60 FSR or 1,225.6 sq. m (13,192 sq. ft.)	1,225.6 sq. m (13,192 sq. ft.) Density Bonus - 1.0 FSR 766.0 sq. m (8,245 sq. ft.)  Total Maximum 1,991.6 sq. m (21,437 sq. ft.) 2.60 FSR	1,967.0 sq. m (21,172 sq. ft.) 2.57 FSR						
Total Lot Coverage	50%	N/A	53.0%						
Principal Building Height (maximum)	13.0 m (42.7 ft.) or three storeys	Six Storeys	Six Storeys and 18.6 m (61.0 ft.)						
CETDACKS		(7.4)							
SETBACKS		Zoning (RM-1)	Proposed						
Front (Lonsdale Avenue)		(20.0 ft.)	3.6 m (12.0 ft.)						
North Side Yard	6.1 m	(20.0 ft.)	2.4 m (8.0 ft.)						
South Side Yard	4.6 m	(15.0 ft.)	2.4 m (8.0 ft.)						
Rear (East)	6.1 m	(20.0 ft.)	4.3 m (14.2 ft.)						
DICYCLE DADIVING	<b>n</b> -	and and	Duamagad						
BICYCLE PARKING		quired	Proposed						
Total Bicycle Parking (stalls)		d / 6 short term	39 secured / 6 short term						
VEHICLE PARKING	Re	quired	Proposed						
Resident		13	9 plus 4 (from car-share stall)						
Visitor		3	3						
Total Vehicle Parking (stalls)		16	16						
Numbers based on plans dated July 27,	2020		#2048792						



### **DRAWING INDEX**

ARCHITEC	TURAL	LANDSCA	PE	CIVIL	
A0.00 A0.01 A0.02 A0.03 A0.04 A0.05a A0.05b A0.06 A0.07	Cover Sheet Project Data Context Plan Design Rationale Perspective View Shadow Study Reflected Window Elevations Statement of Sustainability	L1.1 L1.2 L2.1	Materials & Grading Plans Planting Plan Landscape Details	C00 C01 C02 C03 C04	Cover Sheet Key Plan Grading Plan Storm Water Management Pla Notes
A1.01 A1.01a A1.02 A1.03	Site Plan Fire Access Plan Parking Plan Survey				
A2.01 A2.02 A2.03	Building Plans - Ground Floor, Floors 2-3 Building Plans - Floors 4-6 Roof Plan				
A3.01 A3.02 A3.03 A3.04	West & South Building Elevations East & North Building Elevations Streetscape Elevations Streetscape Elevations				
A4.01 A4.02 A4.03 A4.04	Building Sections Building Sections Building Sections Building Sections				
A5.01 A5.02 A5.03	Unit Plans Unit Plans Unit Plans				

### **2612 LONSDALE AVE. RENTAL APARTMENT**

LEGAL ADDRESS: LOT A OF LOT 2 BLOCK 229 DL 545 PLAN 2969

ARCHITECT:

ELECTRICAL ENGINEER: NORMAN DISNEY YOUNG

608-1166 ALBERNI STREET VANCOUVER, BC, V6E 3Z3 T. 604.734.9338

CONTACT: BEN CHAN

RE-ISSUED FOR DP APPLICATION JULY 27, 2020

### **DEVELOPMENT TEAM**

DEVELOPER/OWNER: TAVAN DEVELOPMENTS LTD. 150-628 EAST KENT AVE

VANCOUVER, BC, V5X 0B2 T. 604.263.3026 F. 604.321.3627 CONTACT: SILVERIA ROSELLI

CIVIL ENGINEER:

CIVIL ENGINEER:
CORE GROUP CONSULTANTS
320-9986 FRASERTON COURT
BURNABY, BC, V5J 5H8
7. 604.299.6059
CONTACT: CORMAC NOLAN

MECHANICAL ENGINEER: NORMAN DISNEY YOUNG

608-1166 ALBERNI STREET VANCOUVER, BC, V6E 3Z3 T. 604.734.9338

CONTACT: WAYNE HUA

TRANSPORTATION ENGINEER: BUNT & ASSOCIATES

ENGINEERING LTD. SUITE 1550 - 1050 WEST PENDER STREET VANCOUVER, BC, V6E 3S7 T. 604.685.6427

CONTACT: BRIAN PHILIPS

LANDSCAPE ARCHITECT:

LANDSCAPE ARCHITED
DURANTE KRUEK LTD
102-1637 WEST 5TH AVENUE
VANCOUVER, BC, V6J 1N5
T. 604.684.4611
F. 604.684.0577
CONTACT: PETER KREUK EKISTICS ARCHITECTURE INC. 1925 MAIN STREET VANCOUVER, BC, V5T 3C1 T. 604.876.5050 F. 604.876.5060 CONTACT: MARK BLACKWOOD / JULIO YANES

STRUCTURAL ENGINEER: GEOTECHNICAL ENGINEER:

OTRUCTURAL ENGINEER:
WICKE HERFST MAVER CONSULTING INC.
2227 DOUGLAS ROAD
BURNARY, EC, VSC 5A9
T, 604 484 2859
CONTACT: DAN WICKE HORIZON ENGINEERING INC. 220-18 GOSTICK PLACE NORTH VANCOUVER, BC V7M 3G3 T. 604.990.0546 EXT 105 F. 604.990.0553 CONTACT: NIMA TAFAZZOLI

> CODE CONSULTANT: CFT ENGINEERING INC. 800-1901 ROSSER AVENUE BURNABY, BC V5C 6R6 T. 604.684.2384

CONTACT: SAM EIDNANI

# Architecture



		1
ISSUED FOR DP RESU	BMISSION	2020-07-27
ISSUED FOR DP RESU	BMISSION	2018-06-08
ISSUED FOR DP RESU	BMISSION	2017-11-15
ISSUED FOR DP SUBM	IISSION	2017-06-26
ISSUED FOR PRELIMIN	IARY DPA	2016-09-26
ECT NUMBER	DC-47	
IN BY	JL/RA/RW	
KED BY	MB	
CHECKED		
	ISSUED FOR DP RESU ISSUED FOR DP SUBM ISSUED FOR PRELIMIN ECT NUMBER IN BY KED BY	IN BY JURARW KED BY MB

2612 LONSDALE AVE. **APARTMENTS** 

NORTH VANCOUVER, BC

**COVER SHEET** 



### Development Data - 2612 Lonsdale Ave. City of North Vancouver, B.C.

Zoning: General Plan Land Use: Setback:

RM-1 Medium Density Residential Front (Lonsdale Ave.); 12'; Rear; 10'; Side: 8'

	Site:					
١		Site Area	Permitted FSR	Permitted Floor Area	Proposed FSR	Proposed Floor Area
	Proposed Gross Site Area	8,245 sq.ft.	2.60	21,436 sq.ft.	2.57	21,172.36
	Dedications	770 sq.ft.		3 (0) (0) (1)		
4	Net Site Area	7,475 sq.ft.				

FSR 2.60 based on gross site area

Multi-Family Building						100			204			Zoning Code Floor Area
Level	Number of Floors	Residential Units Per Floor	Total Res. Units	Unit Area	(Corridors, Stairs & Elevator, etc)	Residential Area	Open Appendages (Balconies, Porch, etc)	Lobby/Amenity Area	Bicycle Storage Area	Level 2 Adaptable Unit Area Reduction	Buildable Area	Total Floor Area FSR
P1 - Parking	1		1	5,455 sq.ft.	628 sq.ft.				800 sq.ft.		6,882 sq.ft.	
L1 - Residential/Lobby/Amenity	1	2	2	1,075 sq.ft.	660 sq.ft.	2,635 sq.ft.		776 sq.ft.	266 sq.ft.	40 sq.ft.	3,666 sq.ft.	2,595 sq.ft.
L2 to L3- Residential	2	4	8	6,676 sq.ft.	1,063 sq.ft.	7,740 sq.ft.	849 sq.ft.			40 sq.ft.	7,740 sq.ft.	7,700 sq.ft.
L4 to L5- Residential	2	5	.10	6,676 sq.ft.	1,063 sq.ft.	7,740 sq.ft.	849 sq.ft.			40 sq.ft.	7,740 sq.ft.	7,700 sq.ft.
L6 - Penthouse	1	4	4	2,556 sq.ft.	544 sq.ft.	3,100 sq.ft.	544 sq.ft.			20 sq.ft.	3,100 sq.ft.	3,080 sq.ft.
Sub Total	6		24	17,883 sq.ft.	3,958 sq.ft.	21,214 sq.ft.	2,242 sq.ft.	776 sq.ft.	1,056 sq.ft.	140 sq.ft.	29,128 sq.ft.	21,172 sq.ft.

table. File floor areas. Floor areas Floor areas Floor areas Floor areas Floor areas in assessment to the extreme outer facility of including any areas shown, and are a fine floor and areas floor and areas

sidential Units						
Level	Number of Floors	Total Units	1 Bedroom	1 Bedroom + Den	2 Bedroom	3 Bedroom
L1	1	2			1	1
L2 to L3	2	8	1		2	- 1
L4 to L5	2	10	3		2	
L6	1	4	3	1	-	
Total		24	- 11	1	9	3
46		100.00%	45.83%	4.17%	37.50%	12.50%

Parking Requirements	Parking / Unit	# of Residential Units	Parking Required	Parking Provided
Rental Apartment Residental Use	0.40	24	10	9
Visitor	0.20	24	5	3
Parking Reduction (Car Share, 1 = 4 stalls)				4
Total Residential Parking	3		15	16

Bicycle Parking Requirements	Parking / Unit	# of Residential Units	Parking Required	Parking Provided
Medium Density Secure Spaces	1.50	24	36	39
Short-Term Spaces		177	6	6
Total Residential Parking Required			42	45

### ADAPTABLE DESIGN STATISTICS

			ADAPTAD	LE DESIGN UNIT LIST			
Unit Address	Unit Label	Unit Type	Level	f Adaptaibe Design	Floor/Level	Unit Size (Sq.Ft.)	Excl. Floor Are
101	Unit C1	2 BR		2	Ground Floor	834 sq.ft.	20.0 sq.ft.
102	Unit D	3 BR		2	Ground Floor	1,141 sq.ft.	20.0 sq.ft.
201	Unit C	2 BR	1		Level 2	807 sq.ft.	
202	Unit C	2 BR	1		Level 2	807 sq.ft.	000000000000000000000000000000000000000
203	Unit D1	3 BR	2 125	2	Level 2	1,142 sq.ft.	20.0 sq.ft.
204	Unit A1	1 BR	1		Level 2	502 sq.ft.	100000000000000000000000000000000000000
301	Unit C	2 BR	1.		Level 3	807 sq.ft.	
302	Unit C	2 BR	1		Level 3	807 sq.ft.	
203	Unit D1	3 BR		2	Level 3	1,142 sq.ft.	20.0 sq.ft.
304	Unit A1	1 BR	1		Level 3	582 sq.ft.	100
401	Unit C	2 BR	1		Level 4	807 sq.ft.	
402	Unit C	2 BR	1		Level 4	807 sq.ft.	
403	Unit A1	1 BR	1		Level 4	582 sq.ft.	
404	Unit A	1.BR		2	Level 4	360 sq.ft.	20.0 sq.ft.
405	Unit A1	1 BR	1		Level 4	582 sq.ft.	
501	Unit C	2 BR	1		Level 5	807 sq.ft.	
502	Unit C	2 8R	1		Level 5	807 sq.ft.	
503	Unit A1	1 BR	1	I stand I	Level 5	582 sq.ft.	10/09/2007 10
504	Unit A	1 BR		2	Level 5	560 sq.ft.	20.0 sq.ft.
505	Unit A1	1.BR	1		Level 5	582 sq.ft.	
601	Unit A2	1 BR	1		Level 6	619 sq.ft.	
602	Unit A2	1 BR	1		Level 6	619 sq.ft.	
603	Unit B	1 BR+DEN		2	Level 6	693 sq.ft.	20.0 sq.ft.
604	Unit A3	1 BR	1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Level 6	626 sq.ft.	1000000
tal	7 - MANAGEMENT	1000	17	7	y 10000000	17.883.3 sq.ft.	140.0 sq.ft.

	ADAPTABLE DESIGN UNIT CALCULATION									
Level	Floors	Unit/Floor	Total Units	AD Level1	AD Level2	AD Level3				
Lobby/Entry	1	2	2		2					
2-3	2	4	8	6	2					
4-5	2	5	10	8	2					
6	1	4	4	3	1					
Total Provided			24	17	7					
		%	100.00%	70.83%	29.17%					
-		Total Required	A THE STATE OF THE	de promotion	25%					

	PAF	KING CALCULATION	DN	
Residential: 0.6 Per Dv	veiling Unit = 24 (Total Est)	d. #16)		
Level	Full Size	Small Car	Accessible	
P1	5	5	2	
Surface Parking	1 Car Share=4 stalls			
Total	8			16
Project Total	Total 6	rs	Percent	age
Full Size	7	7 43		
Small Car	5		31.25	%
Accessible Parking Spaces	2		12.50%	
Visitors	3		18.75	%
Bicycle	39			
Storage Lockers	26			
Loading	N/A			

ISSUES	3	DATE
8		
7		
6		
5	ISSUED FOR DP RESUBMISSION	2020-07-27
4	ISSUED FOR DP RESUBMISSION	2018-06-08
3	ISSUED FOR DP RESUBMISSION	2017-11-15
2	ISSUED FOR DP SUBMISSION	2017-06-26
1	ISSUED FOR PRELIMINARY DPA	2016-09-26

DRAWN BY

2612 LONSDALE AVE. **APARTMENTS** 

CITY OF NORTH VANCOUVER, BC

PROJECT DATA





PROJECT NUMBER	DC-47	
DRAWN BY	JL/RA/RW	
CHECKED BY	MB	

### 2612 LONSDALE AVE. **APARTMENTS**



4 view from the back alley street

1 view from Lonsdale

3 view from the sidewalk towards the site











8 view from the sidewalk towards the site and the neighbor building



CONTEXT PLAN



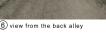


















### DESIGN RATIONALE

### THE SITE

This 8,245 sq. ft. (107' x 77') site is located on the East side of Lonsdale Avenue, between East 26th and 27th Street and currently occupied by a three storey rental apartment building. The existing neighbour to the North is a four storey residential building and the neighbour to the South is a three storey residential building. Across Lonsdale Avenue are multi-family buildings ranging from 3 to 4 storeys in height; to the east across the lane are single family dwellings ranging from 1-2 storeys. The site is within an exciting growth area of renewed urban density within North Vancouver's Lonsdale District with access to an extensive commercial area, amenities, convenient links to public transportation, and the Trans Canada Hwy. A ten foot wide special ROW is located along the West property line and dedicated to the city for future offsite improvements. This strip will be landscaped and will provide continued pedestrian access along Lonsdale Avenue, complimenting the street edge and the outlook from residential units.

### THE DEVELOPMENT

The proposed development is replacing a three storey structure. The proposed form of the development is consistent with new development in the neighborhood and overall vision for the area. The proposed structure will be concrete construction up to the second floor slab, including a single level of underground parking. Five storeys of wood frame construction will finish off the structure above. There will be 24 residential rental units ranging from one bedrooms to spacious three bedroom homes (29% of total units are ADA compliant). Each of the residential units have outdoor views and generous patios, balconies or roof decks.

### THE ARCHITECTURAL PLANNING

Residential parking is located within a single level parkade with ramp access off the lane. 40 bicycle parking stalls are provided within the main floor bike room and the parkade bike room satisfies the remaining requirements. The ground floor also comprises of two ADA units, and a generous main entrance fronting Lonsdale Avenue. Directly adjacent to the entry is the amenity lounge which serves as an extension of the entry lobby promoting informal resident interaction and social gatherings. When needed, the amenity area can be enclosed to function as a party room or meeting space. The room features a BBQ deck on the south-west facing patio, kitchenette and harvest table. The building's entry area is generous with a mailbox center that leads to the elevator and stairs accessing the five storeys of residential units above.

The main entry to the building is locked to the public and has a paved path to the public sidewalk. Lobby is visible from the outside through a glazed entry door and sidellites. Ground floor residential units on West and East street sides are raised from the street level, providing spatial separation between the public realm and private yards.

The top floor is partially set back on the east and west sides to provide relief in the massing and also offer additional private roof deck space for residents

### THE MASSING

The massing strategy is to have an articulated but continuous street facade on Lonsdale Avenue. The top floor is set back with large roof overhangs creating a visual termination for the building. The use of brick along Lonsdale grounds the building and is used to articulate the facade and highlight the entry. Colour and material change add interest and articulation all building elevations. Large windows take advantage of the surrounding views and introduce transparency to the facades. Private decks articulate the corners and soften the edges of the structure giving the building a lighter appearance.

### THE MATERIALS

High quality materials have been selected for the building finishes, adhering to the non-combustible requirements of a six storey building. Brick cladding, fibre cement cladding and stucco will be used on the front facade. Fibre cement cladding and stucco will continue around the remaining sides of the building in contrasting colours to create both interest and articulation. A combination of white and black vinyl windows also add interest to the elevations and highlight punch openings in the facade. Wood-like fibre cement soffits at balconies and roof overhangs bring warmth to the building and emphasize these horizontal lines. Balcony guards will be a combination of aluminum and glass to feature the surrounding views and maintain the buildings lightness.

### MATERIAL LEGEND

- 01 BRICK MISSION FINISH COLOR: HARBOR MIST
- 02 FIBRE CEMENT PANEL SMOOTH, PAINTED, COLOR: BM-BLACK PANTHER 2125-10
- 03 ACRYLIC STUCCO, COLOR: BM-CHANTILLY LACE 2121-70
- 04 ARCHITECTURAL FINISH CONCRETE
- 04 ARCHITECTURAL FINISH CONCRE
- 05 WESTERN RED CEDAR SOFFIT
- 06 WOOD FASCIA/TRIM BOARD, PAINTED COLOR: BM-CHANTILLY LACE 2121-70
- 07 CLEAR INSULATING GLASS

- 08 PRECAST CONCRETE WALL CAP AND SILL
- 09 VINYL FRAME WINDOW, COLOR: BLACK
- 10 ALUMINUM GUARDRAIL, COLOR: BLACK WITH CLEAR GLASS
- 11 FIBER CEMENT CEDARMILL PANEL
- 12 WOOD FENCE BOARD
- 13 ALUMINUM GUARDRAIL COLOR: BLACK







EKISTICS

Architectur



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2612 LONSDALE AVE.

APARTMENTS

CITY OF
NORTH VANCOUVER, BC

ORAWING TITLE

DATE CHECK

DESIGN RATIONALE
MATERIAL LEGEND

RAWING No.

A 0.03



VIEW FROM LONSDALE



VIEW FROM LONSDALE

VIEW FROM SIDEWALK (LONSDALE)

PROJECT	
	12 LONSDALE AVE. APARTMENTS
	CITY OF

**PERSPECTIVES** 







21 MARCH 8:00AM 21 MARCH 10:00AM 21 MARCH 12:00PM







21 MARCH 2:00PM 21 MARCH 4:00PM 21 MARCH 6:00PM







21 JUNE 8:00AM 21 JUNE 10:00AM 21 JUNE 12:00PM







21 JUNE 2:00PM 21 JUNE 4:00PM 21 JUNE 6:00PM

2612 LONSDALE AVE. APARTMENTS

SHADOW STUDY

A0.05a







21 SEPTEMBER 8:00AM 21 SEPTEMBER 10:00AM 21 SEPTEMBER 12:00PM



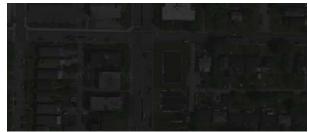




21 SEPTEMBER 2:00PM

21 SEPTEMBER 4:00PM

21 SEPTEMBER 6:00PM







21 DECEMBER 8:00AM

21 DECEMBER 10:00AM

21 DECEMBER 12:00PM





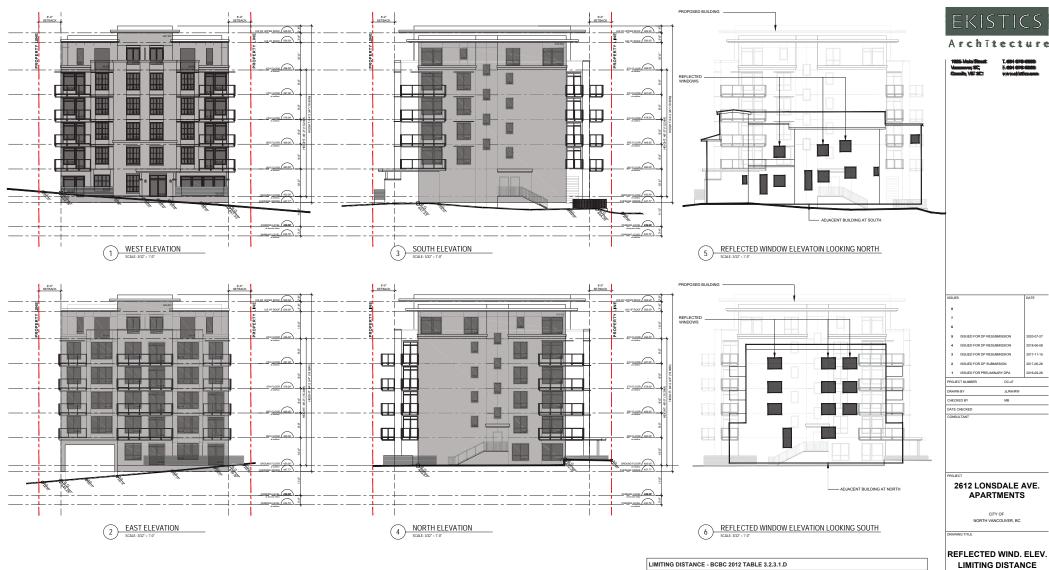


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# 2612 LONSDALE AVE. APARTMENTS

SHADOW STUDY

A0.05b



IMITING DISTANCE - BCBC 2012 TABLE 3.2.3.1.D						
LEVATION	LIMITING DISTANCE (m)	WALL AREA (m²)	OPENING AREA (m²)	UNPROTECTED OPENINGS - PERMITTED (%)	UNPROTECTED OPENINGS - PROPOSED (%)	
ORTH	2.43 m (8'0")	289.8 m² (3119.9ft²)	49.4 m² (531.5 ft²)	19.5%	17.0%	
AST	4.32 m (14'2 1/4") TO C/L OF LANE	320.2 m² (3446.8 ft²)	110.56 m² (1190.1 ft²)	39.4%	34.5%	
OUTH	2.43 m (8'0")	289.8 m² (3119.9 ft²)	42.5 m² (458.4 ft²)	19.5%	14.6%	
/EST	>9.0 m TO C/L OF ROAD	336.4 m² (3621.9 ft²)	102.72 m² (1105.7 ft²)	100%	35.5%	

### SUSTAINABILITY STATEMENT

The project will employ green building strategies, and meet Step 3 of BCBC 2018. The applicant and design team are committed to embracing environmental design principles into the project's design and long term operations. To specifically address the environmental considerations outlined in the City of North Vancouver Sustainable Development Guidelines:

### 1. NATURAL SYSTEMS

The project location has been designed to support a reduced ecological footprint. Landscape will be selected to be native and adaptive to mimic natural or existing ecology. Hardscape will be sloped towards landscaping to allow for natural stormwater infiltration.

	Y	N	N/A	Please Provide Details / Rationale:
LANDSCAPE				
Private Trees Retained or Added (indicate number)	×			No on-site trees to be retained. 11 New trees to be added:
Green Roof / Wall			×	No Green Roof/ Wall
Majority Native Species Landscaping	x			Native species are being used throughout planting. Species not considered native are drought tolerant, and adap
Habitat Restoration (butterfly, bird- friendly, naturalized areas)	×			Rowering and hulting plants as well as polinates are being used throughout planting to support habitat restoration
Garden Plots for 30% of Units (consider stewardship / programming)		×		Garden Plots are nel being provided
Support Facilities for Garden Plots (water, lighting, storage, composting)			×	Not applicable. See above.
50% or More Edible Landscaping for Common Space		x		Drought tolerant and evergreen planting material was selected in the limited common outdoor common space
Water Efficient Irrigation System (drip hose, low-flow nozzles)	×			A water efficient ingation system has be specified in in the landscape notes
Rainwater Collection (rain barrel)		×		Rainwafer collection will not be incorporated in the landscap
Reuse of Wastewater		X		Reuse of Wastewater has not been specified in the landscape
HARDSCAPE				
Permeable Paving for Hardscape		X		Due to the extent of parkade, there are limited apportunities to use permeable saving with effect.
40%+ Open Site Space (see Zoning Bylaw definition)		×		This is not achievable due to lot size and the building footprin
Other Sustainability Achievements:				

### 2. PHYSICAL STRUCTURES/INFRASTRUCTURE

- . High Performance Construction
- Durable Building: Building and equipment lifecycles will be identified by the design team to produce an ongoing dialog about the buildings ongoing maintainability and durability.
- b. Building Reuse/Recycled Content: Project will use a construction waste hauler capable of sorting construction waste materials and recycling those materials accordingly. Construction will be managed to maximize the recycling of demolished materials and construction waste. During the demolition of the existing building, local re-use centers will be contacted to review and identify opportunities for materials reuse. Prior to demolition, contractor will remove those items to preserve their quality and maximize their reusability.
- c. Environmentally Friendly Materials: Interior finishes will be selected to be low VOC as defined under SCAQMD VOC limit criteria. Flooring elements, carpets, and resilient flooring will either be green label or floorscore certified as available. Selected composite wood products will be free from urea formaldehyde content.
- Energy Efficiency and Healthy Buildings
- a. Energy: This application has committed to providing a development that will achieve Step 3 of the BC Step Code. The building will have efficient HVAC and lighting systems. The project intends to maximize access to daylight by managing building design. Advanced lighting controls including occupancy sensors will be used. Energy star appliances will be used. A priority will be put on building envelope efficiency.

- b. Water: The project intends to manage water through a detailed selection of water efficient equipment. Irrigation will be controlled using a weather based controller to avoid irrigating with potable water when natural rainfall is sufficient. Potable water will be further conserved through the selection of water efficient plumbing fixtures.
- c. Indoor Environment: The indoor environment of the building will be optimized through a combined effort to limit particulates within the air and maximizing day lighting and view accessibility. Building entrances will have entryway mats to limit the tracking of dust into the building. Outdoor air in corridors and amenity spaces will be filtered using the best available filtration. Interior finishes will be selected to be low VOC materials. Suites will have windows located to support visual access to the outdoors as well as support the penetration of natural daylight into the suite.

### Transportation

- a. The project redevelops an underutilized urban site in an area that is well served by transit and highly accessible by pedestrians and cyclists. Location within the Central Lonsdale core decreases the reliance on private automobiles and encourages more trips by foot, bicycle and transit.
- b. 3 stalls (20% of all residential stalls) are equipped with a Level 2 Electric Vehicle Charging Station to encourage Electrical Vehicle use. Car-Share program to be provided, increasing public transportation use and individual / household's ability to access an automobile.
- c. Provides secure bicycle storage for occupants to support not using single occupancy vehicles. Providing one electric outlet in the secured bicycle area for every four bicycle stalls to specifically address that the project is located on a hill.

### 3. LOCAL ECONOMY

This 100% purpose-built rental project encourages long term secured market rental housing, to allow residents to have the choice and means to live centrally, while contributing and benefiting the local economy community as a whole. The project intends to maximize land use by densifying of existing site. In the current situation, nearly five times as many homes for renters will replace the older building on site. This building will be extremely well located to the jobs that the Lonsdale corridor provides. In addition, Lonsdale is one of the most walkable streets on the North Shore and it provides excellent transit and bicycle access for workers with jobs farther afield. This is a great place for a rental housing development with easy access to a number of community amenities with employment opportunities such as nearby grocery stores and the shops at the Lonsdale Avenue. In addition to the distinct economic benefits for the city with new rental development, there are a number of typical economic sustainability benefits with this project including creating construction jobs while being built, rent management, and property maintenance jobs upon

### 4. HUMAN POTENTIAL

- a. Market Rental Housing/Low-End of Market Rental Housing: This 100% purpose-built rental project will create 19 more rental units to develop more rental options for families, including 10% secured as low-end market rental for low-income families applying rent supplements to available and suitable units.
- b. Diversity of Unit Types: The development provides a complete range of units from one bedroom, two bedroom and three bedroom units. By providing a range of housing types, this development ensures catering to a wide demographic range from young families, empty nesters and single occupant households.

- c. Interior Connections: A residential amenity room including communal kitchen and seating area located on the ground floor near lobby, opening up onto a shared patio, is important for social cohesion of the residents. Safe bike storage is a fundamental strategy that makes it convenient for not only residents, but visitors, to access.
- d. Exterior Connections: This urban development is located in a neighborhood with a high level of walkability, proximity to frequent transit, and easy access to a number of community amenities.

### 5. SOCIAL CONNECTIONS:

a. Design Features for People with Disabilities: From a social perspective, the provision of 29% of the total unit count as Adaptable Level 2 suites in accordance with existing CNV policies will assist those who may wish to continue to live in their homes at this site as they age or encounter mobility issues in the future.

### b. Crime Prevention Through Environmental Design:

- Planning: Secure and fully accessible underground parking for residents has been provided. The indoor amenity area is open to lobby creating visibility from the entryway. The amenity indoor/outdoor areas have been designed to open onto the ROW to provide supervision. Additionally, the windows in the units above do the same. Private patio decks will have soft landscaping per landscape design. Patio decks will be fully surrounded by railing or screen fence, to delineate private space from communal. Garbage and recycling area is located inside the parkade, adjacent to the traffic aisle.
- Lighting: The main entry will be illuminated at covered area near building lobby access. Emergency exits at parkade and exit stairs from residential floors will have lighting and exterior paths leading from building to public streets, and lanes will have sufficient lighting to illuminate the exiting travel paths and provide safety to pedestrians. The parkade entry will have lights in the overhead gate bulkhead.
- Lighting wall also be provided around the car share stall off the lane to promote safe use of the amenity.



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### 2612 LONSDALE AVE. APARTMENTS

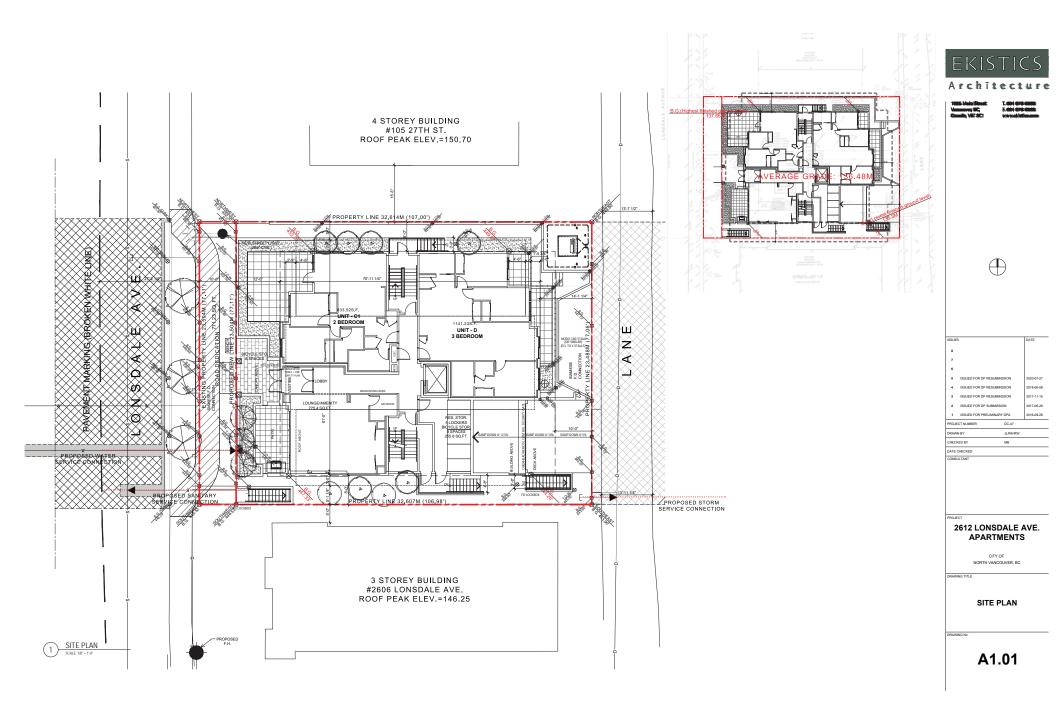
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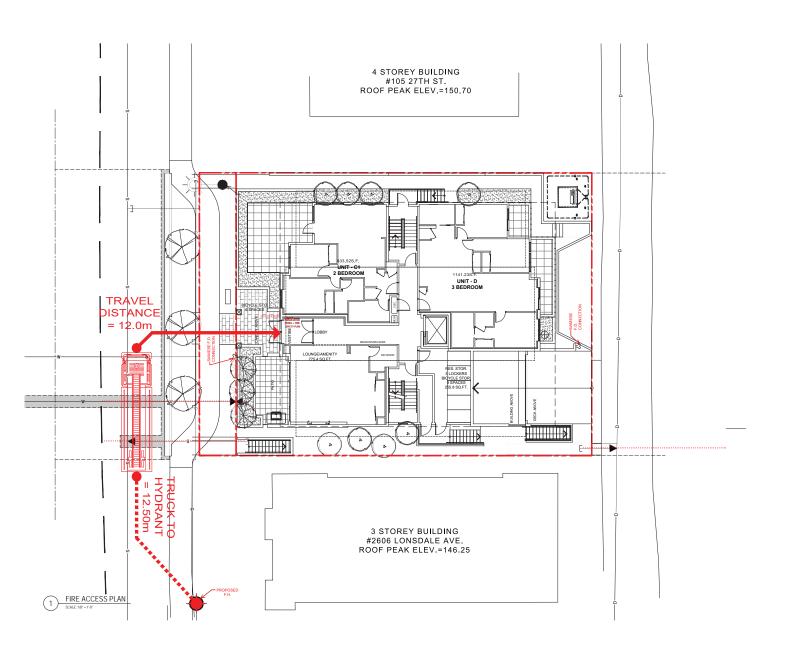
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SITE PLAN LEGEND

NOTE:

PROPOSED FIRE HYDRANT

- DISTANCE FROM HYDRANT TO TRUCK

TYPICAL FIRE TRUCK

NOTE

AL SUPPACES WITHIN THE REQUIRED FIRE ACCESS
ROUTE SHALL BE DESIDED TO ACCOMMODATE FIRE
FIGHTING SOUPHENT LOAD AS FOR THE C.D. S. FIRE
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2612 LONSDALE AVE. **APARTMENTS** 

NORTH VANCOUVER, BC

FIRE ACCESS

PLAN

A1.01a

# PA SECRETARY OF THE PASS OF TH

### 1 PARKING P1 FLOOR PLAN Scale: 1/8" = 1"-0"

PARKING P1 - AREA:	<u>S.F.</u>	S.M
GROSS AREA	6882.77	639.43
COMMON AREA	627.55	58.30
BICYCLE STORAGE AREA	800.47	74.37

# EKISTICS

### Architecture







2612 LONSDALE AVE.

APARTMENTS

CITY OF NORTH VANCOUVER, BC

LEGEND

TRAVEL DISTANCE

FD LOCKBOX (SSS)

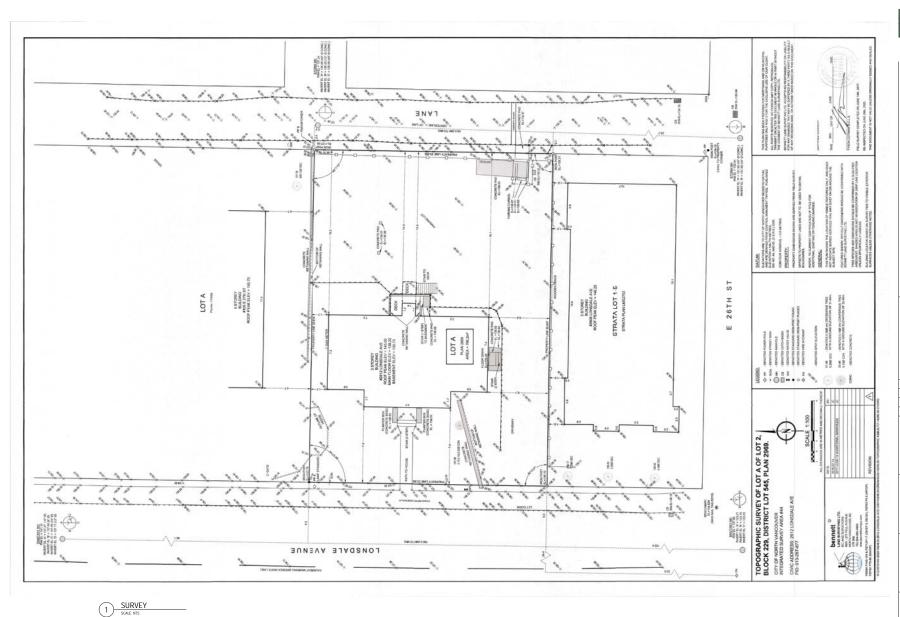
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PARKING P1 FLOOR PLANS

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2612 LONSDALE AVE. APARTMENTS

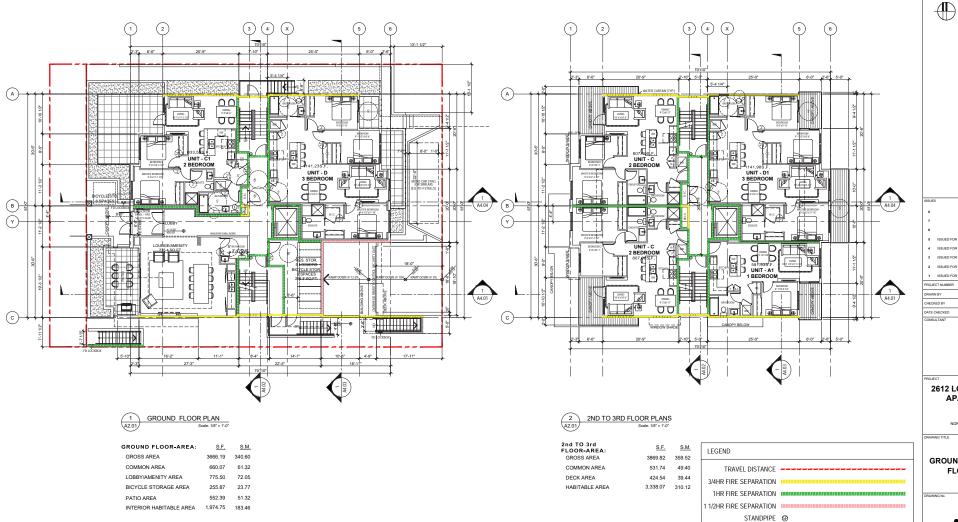
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1 ISSUED FOR PRELIMINARY DPA PROJECT NUMBER JL/RA/RW

2612 LONSDALE AVE. **APARTMENTS** 

NORTH VANCOUVER, BC

GROUND, 2ND AND 3RD FLOOR PLANS

FD LOCKBOX (SE2)

A2.01







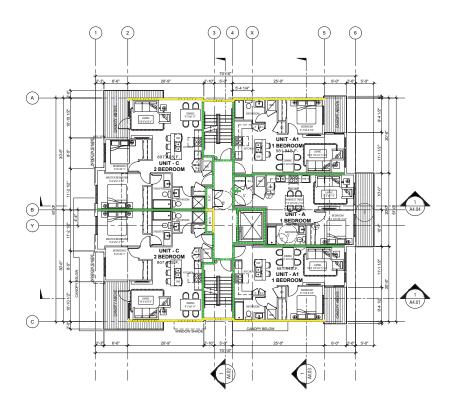


2612 LONSDALE AVE. **APARTMENTS** 

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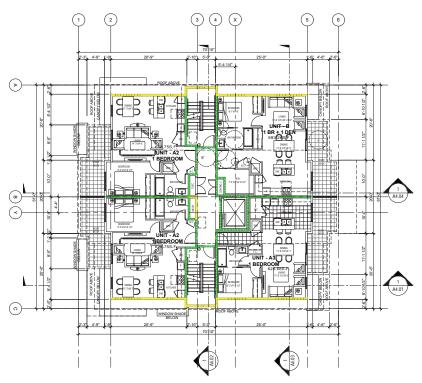
4TH, 5TH AND 6TH FLOOR PLANS

A2.02



# 1 4TH TO 5TH FLOOR PLANS Scale: 1/8" = 1'.0"

th TO 5th LOOR-AREA:	<u>S.F.</u>	<u>S.M.</u>	
GROSS AREA	3869.82	359.52	
COMMON AREA	531.74	49.40	
DECK AREA	424.54	39.44	
HABITABLE AREA	3,338.07	310.12	



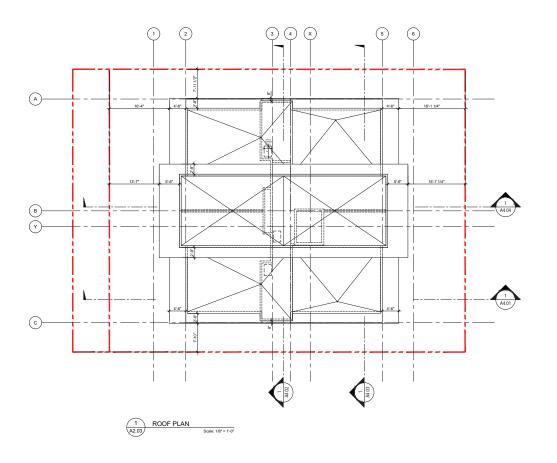
LEGEND

TRAVEL DISTANCE 3/4HR FIRE SEPARATION 1 1/2HR FIRE SEPARATION # STANDPIPE @

FD LOCKBOX (SSS)

# 2 6TH FLOOR PLAN 8cale: 1/8" = 1'.0"

6th FLOOR-AREA:	<u>S.F.</u>	S.M.	
GROSS AREA	3099.98	288.00	
COMMON AREA	543.54	50.50	
DECK AREA	544.16	50.55	
HABITABLE AREA	2,556.44	237.50	



# EKISTICS

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LEGEND

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### 2612 LONSDALE AVE. APARTMENTS

CITY OF NORTH VANCOUVER, BC

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ROOF PLAN

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1 WEST ELEVATION
Scale: 1/8" = 1"-0"

2 SOUTH ELEVATION A3.01 Scale: 1/8" = 1'-0" 2612 LONSDALE AVE.
APARTMENTS

JL/RA/RW

CITY OF NORTH VANCOUVER, BC

ELEVATIONS

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1 EAST ELEVATION
A3.02 Scale: 1/8" = 1"-0"

APARTMENTS

CITY OF NORTH VANCOUVER, BC

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2 NORTH ELEVATION 8cale: 1/8\* = 1'-0

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### 2612 LONSDALE AVE. **APARTMENTS**

STREETSCAPE

A3.03





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# 2612 LONSDALE AVE. APARTMENTS

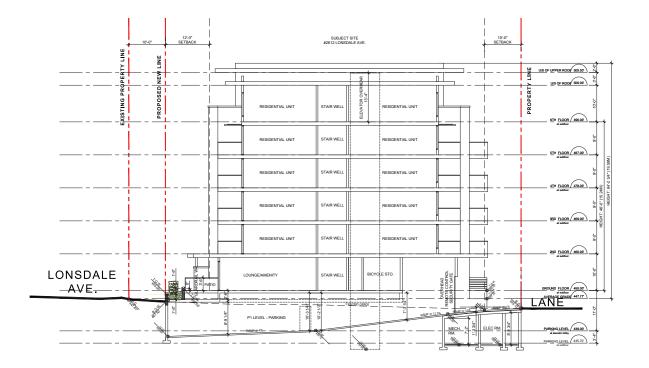
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STREETSCAPE

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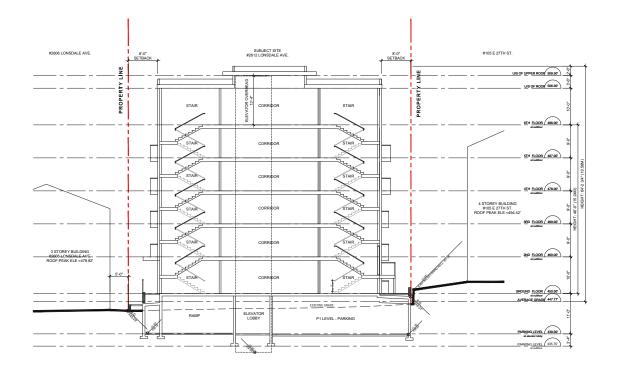
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# Architecture



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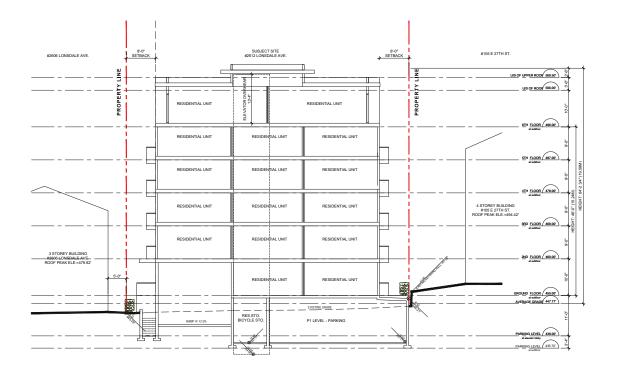
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# 2612 LONSDALE AVE. APARTMENTS

CITY OF NORTH VANCOUVER, BC

TITLE

BUILDING SECTION





# Architecture



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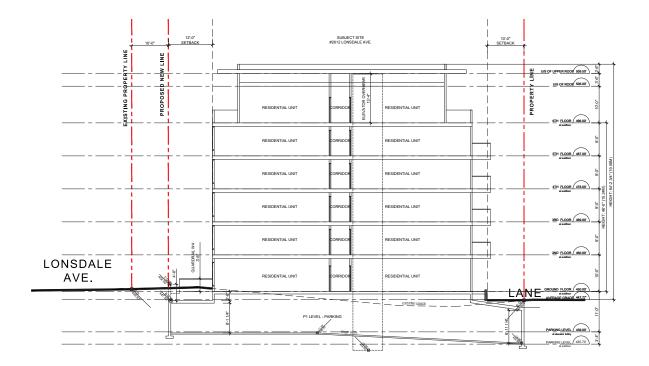
#### 2612 LONSDALE AVE. APARTMENTS

CITY OF NORTH VANCOUVER, BC

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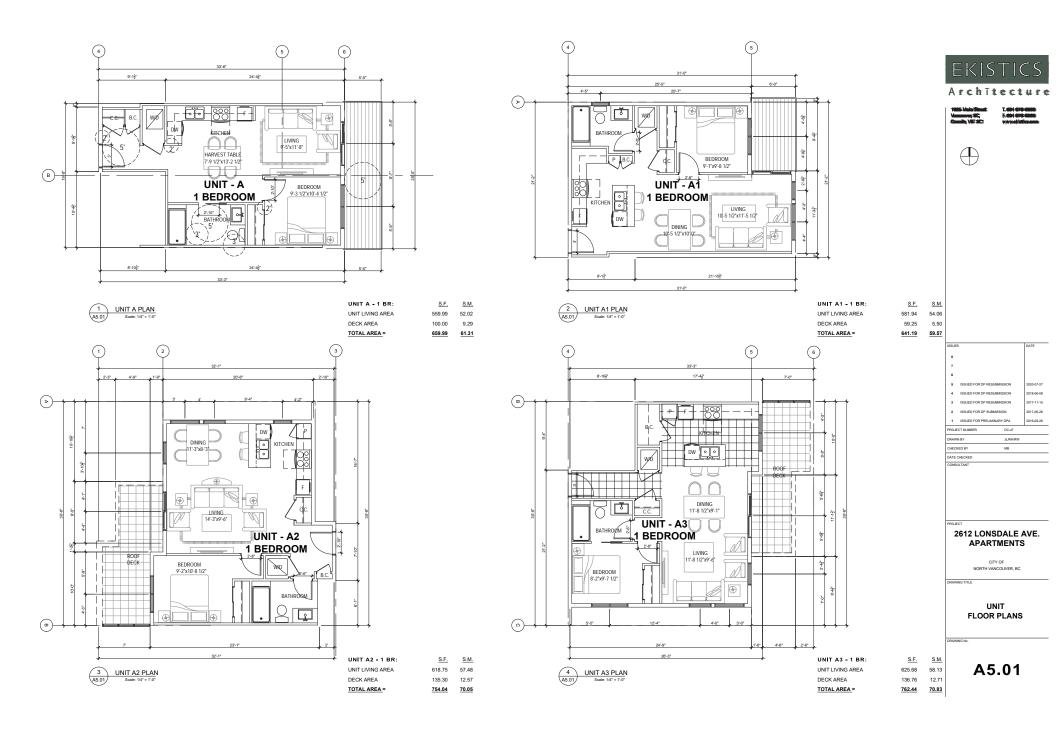
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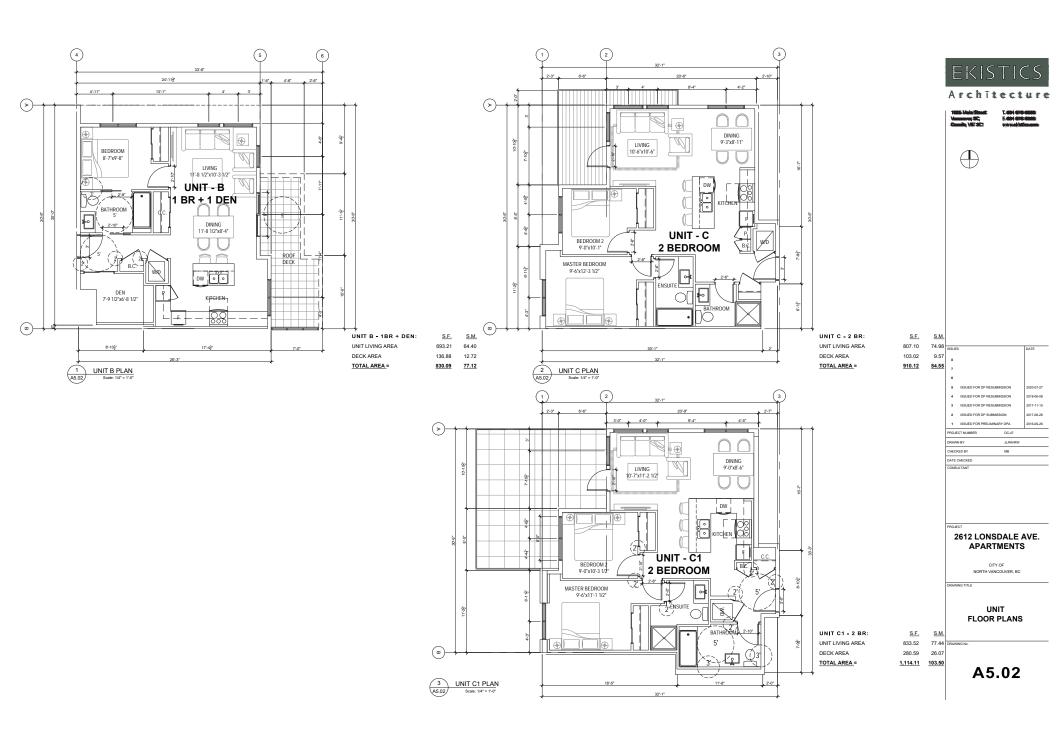
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CITY OF NORTH VANCOUVER, BC

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2612 LONSDALE AVE.
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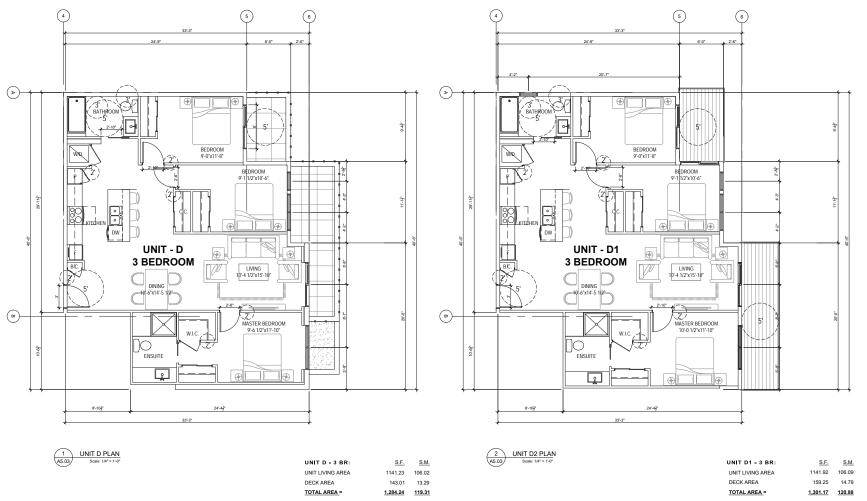
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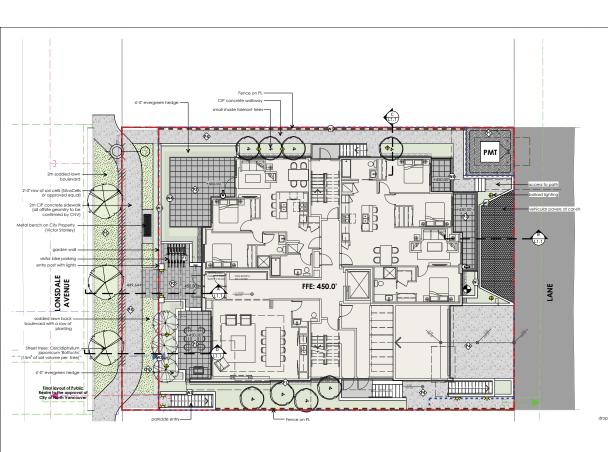
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UNIT FLOOR PLANS

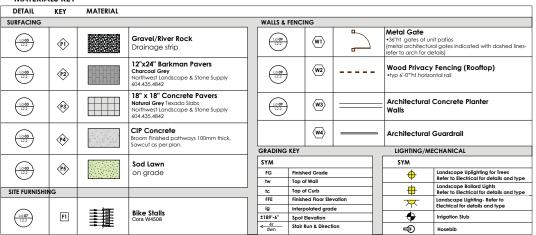
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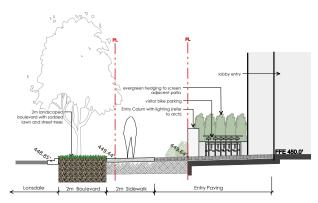
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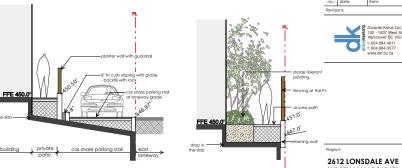






SECTION A: Main Lobby Entry off Lonsdale

Scale: 1/4"=1"-0"



NORTH VANCOUVER, BC SECTION C: North Pedestrian Path Scale: 1/4"=1'-0"

		Drawn by:	MTB
		Checked by:	PGK
		Date:	Nov. 10 2016
layered planting in rai	sed planter	Scale:	1/8" = 1-0"
		Drawing Title:	
reen hedging to scree rent patio	FFE 450.0'	MATERI GRADII	ALS & NG PLANS
	drop in the slab	Project No.: 16141	
	1	Sheet No.:	
nenity Deck	Amenity .		

JAN 15-21

JUL 15-20 JUN 8-18

AUG 29-17

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RE-ISSUED FOR DP

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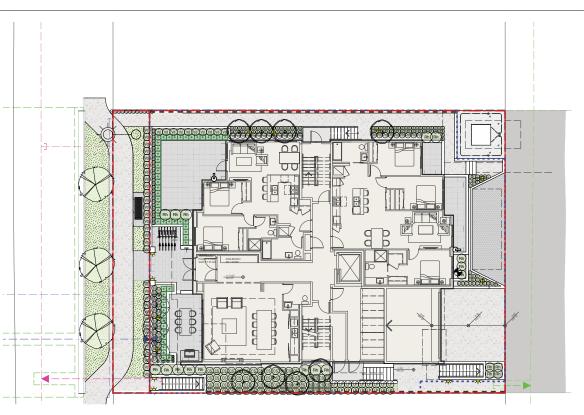
L1.1

SECTION D: Main Lobby Entry off Lonsdale

SECTION B: Stepped Planter at Laneway

Scale: 1/4"=1'-0"

Scale: 1/4"=1"-0"



PLANT LIST	
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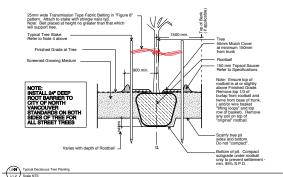
	SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE
TREES					
arms (	<u></u>	. 8	Acer griseum	Paperbark Maple	6cm cal. B&B
		3	Cornus kousa 'Satomi'	Satomi Chinese Dogwood	7cm cal. B&B (specimen)
	<del>}</del>	3	Street Trees Cercidiphyllum japonicum 'Rotfuchs'	Katsura Red Rox	7cm cal. B&B
SHRUBS /	FERNS				
	CS	67	Cornus sericea	Red Twig Dogwood	#2 pot, 24" o.c.
	LP	18	Lonicera pileata	Privet Honeysuckle	#2 pot, 24" o.c.
	Pm	23	Polystichum munitum	Sword Fern	#2 pot, 18" o.c.
	Rh	16	Rhododendron 'Yaku Princess'	Yaku Princess Rhododendron	#3 pot, 24" o.c.
	SP	27	Spiraea betulifolia	Birched Leaf Spiraea	#2 pot, 18" o.c.
	<b></b>	53	Taxus x media 'Hicksii'	Yew Hedge	4' ht., 18" o.c., B&B
	Vd	42	Viburnum davidii	David Viburnum	#2 pot, 24" o.c.
PERENNIA	LS / GROUI	NDCO	VERS / GRASSES		
	а	6	Arctostaphylos uva-ursi	Kinnickinick	9cm pot, 12" o.c.
	Α	78	Asarum caudatum	Wild Ginger	9cm pot, 12" o.c.
	С	34	Cotoneaster dammeri	Bearberry Cotoneaster	9cm pot, 12" o.c.
	hg	39	Heuchera 'green spice'	Green Spice Coral Bells	#1 pot, 12" o.c.

#### **NOTES**

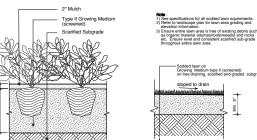
- 1. All work shall meet or exceed the requirements as outlined in the current Edition of the B.C. Landscape Standard.
- 2. Plant sizes and related container classes are specified Plant sizes and related container classes are specified according to the B.C. Landscape Standard current Edition. For container classes #3 and smaller, plant sizes shall be as shown in the plant list and the Standard, for all other plants, bothplant size and container class shall be as shown in the plant list. Specifically, when the plant list call for #5 class containers, these shall be as defined in the BCNTA (ANSI) Standard.
- All trees to be staked in accordance with BCNTA Standards.
- I. ALL STREET TREES Install 8' x 24" Deep Root Barrier centred on each tree between tree pit and sidewalk (ON BOTH SIDES: CURB AND SIDEWALK)
- 5. For all existing on site services and survey symbols refer to survey drawings.
- All landscaping and treatment of the open portions of the site shall be completed in accordance with the approved drawings within six (6) months of the date of issuance of any required occupancy permit, or any use or occupancy of the proposed develop ment not requiring an occupancy permit, and thereafter permanently maintained in good conditions.
- 7. All 'Soft Landscape Areas' are to be irrigated to IIABC Standards with a high-efficiency irrigation system
- 8. All Patios shall be equipped with hose bibs.
- 9. All irrigation valve boxes equipped with quick-couplers.

Depth of Growing Medium Total (mm)	Area (M2)	Variation 1 Size of Surface Square	Variation 2 Size of Surface Circle
450	11.11	3.3 M x 3.3 M	3.80 M Ø
600	8.33	2.9 M x 2.9 M	3.25 M Ø
750	6.67	2.6 M x 2.6 M	2.90 M Ø

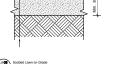
- Do not cut Tree Leader.
   Protect tree from damage during planting. Ensure rootball protected from Sun, Frost or Desiccation.
- Ensure tree location does not conflict with Underground Services. "Call before
- S. English free location does not continct with underground services. "Lail before
   All street these to be staked with 2 100mm/a X 2 from 0, Minimum delight of stake
   embedment is 1m. Ensure stakes do not penetrate or damage rootball. Ensure all
   stakes are alligined parallel to sidewalforad on the spit centreline.
   5- Provide min. 5 cubic meters of growing medium per tree.
   Freet to Growing Medium Chart below for surface area depth of Growing Medium.



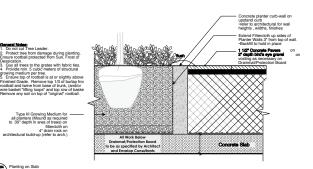












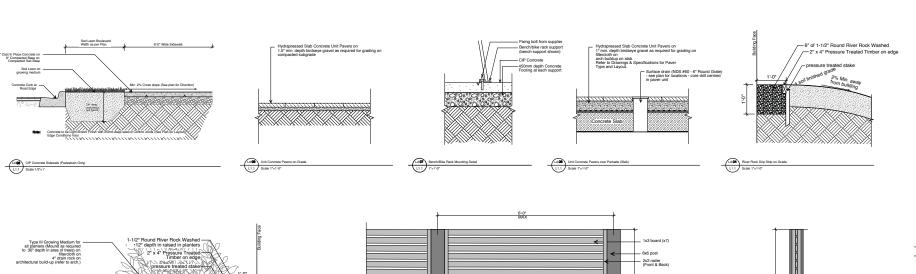
Drawn by: Checked by: Date: Nov. 10 2016 Scale:

#### PLANTING PLAN

Project No : 16141



L1.2





\_\_\_\_

2612 LONSDALE AVE NORTH VANCOUVER, BC

Drawing Title:

LANDSCAPE DETAILS

Project No.: 16141

 CONTEMPORARY METAL LIGHT FIXTURE WITH LED LIGHTING
 TAMPER PROOF FASTENERS
 MINI BULLET STYLE

•MINI BULLET STYLE
•DIRECTED AWAY FROM EYE-LINE

•FIXTURE TO BE SPECIFIED AND DETAILED BY THE ELECTRICAL CONSULTANT DURING WORKING DRAWING AND TENDERING PHASE

LANDSCAPE WALL LIGHT

LANDSCAPE UPLIGHTING LIGHT

•CONTEMPORARY METAL LIGHT

FIXTURE WITH LED LIGHTING

•TAMPER PROOF FASTENERS

•FIXTURE TO BE SPECIFIED AND DETAILED BY THE ELECTRICAL

CONSULTANT DURING WORKING DRAWING AND TENDERING PHASE

•SET IN CONCRETE WALL

\_ .....

Concrete planter wall on upstand curb refer to architectural for wall heights , widths, finishes

L2.1

MINUTES OF THE REGULAR MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBER, CITY HALL, 141 WEST 14<sup>th</sup> STREET, NORTH VANCOUVER, BC, ON MONDAY, FEBRUARY 11, 2019

# **REPORTS**

10. Rezoning Application: 2612 Lonsdale Avenue (Nor-Van Vliet Properties Ltd. / Ekistics Architecture) – File: 08-3360-20-0426/1

Report: Development Planner, January 21, 2019

Moved by Councillor McIlroy, seconded by Councillor Hu

PURSUANT to the report of the Development Planner, dated January 21, 2019, entitled "Rezoning Application: 2612 Lonsdale Avenue (Nor-Van Vliet Properties Ltd. / Ekistics Architecture)":

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2019, No. 8696" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717) be considered and referred to a Public Hearing;

THAT "Housing Agreement Bylaw, 2019, No. 8697" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717, Rental Housing Commitments) be considered and referred to a Public Hearing;

THAT the community benefits listed in the January 21, 2019 report in the section "Density Bonus and Community Benefits" be secured, through agreements at the applicant's expense and to the satisfaction of the Director of Planning;

AND THAT the Mayor and City Clerk be authorized to sign the necessary documentation to give effect to this motion.

# **DEFEATED UNANIMOUSLY**

Moved by Councillor Girard, seconded by Councillor Hu

THAT the application be referred back to staff, taking into consideration:

- an increase in the number of 3-bedroom units;
- energy efficiency improvements;
- accessibility of the units;
- setbacks;
- reduction in height;
- consideration of extending the 10-10-10 principle for additional units and number of years.

**CARRIED** 

Councillor Back is recorded as voting contrary to the motion.

# MINUTES OF THE REGULAR MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBER, CITY HALL, 141 WEST 14<sup>th</sup> STREET, NORTH VANCOUVER, BC, ON MONDAY, FEBRUARY 11, 2019

Moved by Councillor Girard, seconded by Councillor Bell

THAT Items 11 and 12, "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2019, No. 8696" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717) and "Housing Agreement Bylaw, 2019, No. 8697" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717, Rental Housing Commitments), be removed from the Agenda.

CARRIED UNANIMOUSLY









# The Corporation of THE CITY OF NORTH VANCOUVER PLANNING DEPARTMENT

REPORT

To:

Mayor Linda Buchanan and Members of Council

From:

David Johnson, Development Planner

Subject:

REZONING APPLICATION: 2612 LONSDALE AVENUE (NOR-VAN

VLIET PROPERTIES LTD. / EKISTICS ARCHITECTURE)

Date:

January 21, 2019

File No: 08-3360-20-0426/1

The following is a suggested recommendation only. Refer to Council Minutes for adopted resolution.

# RECOMMENDATION:

**PURSUANT** to the report of the Development Planner, dated January 21, 2019, entitled "Rezoning Application: 2612 Lonsdale Avenue (Nor-Van Vliet Properties Ltd. / Ekistics Architecture)":

**THAT** "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2019, No. 8696" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717) be considered and referred to a Public Hearing;

**THAT** "Housing Agreement Bylaw, 2019, No. 8697 (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717, Rental Housing Commitments) be considered and referred to a Public Hearing;

**THAT** the community benefits listed in the January 21, 2019 report in the section "Density Bonus and Community Benefits" be secured, through agreements at the applicant's expense and to the satisfaction of the Director of Planning;

**AND THAT** the Mayor and City Clerk be authorized to sign the necessary documentation to give effect this motion.

Document Number: 1734365 V1

# **ATTACHMENTS:**

- 1. Context Map (doc#<u>1734375</u>)
- 2. Project Summary Sheet (doc#1734379)
- 3. Architectural and Landscape Plans, dated June 18, 2018 (doc#1734571)
- 4. Public Consultation Summary (doc#1738825)
- 5. Sustainability Checklist (doc#1665329)
- 6. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2019, No. 8696" (doc#<u>1734706</u>)
- 7. "Housing Agreement Bylaw, 2019, No 8697" (doc#1734840)

# **PURPOSE**

The purpose of this report is to present, for Council's consideration, a Development Application to rezone 2612 Lonsdale Avenue (Attachment #1) from Medium Density Apartment Residential 1 (RM-1) to Comprehensive Development 717 (CD-717) to support the development of a six-storey, 26 unit rental apartment building.

# BACKGROUND

Applicant:	Nor-Van Vliet Properties Ltd.
Architect:	Ekistics Architecture
Official Community Plan Designation:	Residential Level 5 (R5)
Existing Zoning:	Medium Density Apartment Residential 1 (RM-1)
Applicable Guidelines:	None

# DISCUSSION

# **Project Description**

The proposal is for a six storey, 26 unit rental residential apartment building. The proposal includes, three mid-market rental units, with one level of underground parking and one surface parking space to accommodate a two-way car sharing service. The building is oriented to Lonsdale Avenue, with vehicular access off of the rear lane; for both visitors and residents. The unit mix includes the following:

- 16 One Bedroom and One Bedroom plus Den Units;
- 9 Two Bedroom Units: and
- 1 Three Bedroom Unit.

The subject site currently contains a three level building built in the early 1950s and houses two rental residential units. The proposed 26 unit development would be fully rental units, resulting in an increase of 24 units.

The ground floor includes a common amenity room and some of the bicycle storage. Bicycle parking, recycling, garbage and both electrical and mechanical rooms are contained in the underground parking level.

The applicant is proposing seven of the 26 units will be provided for adaptable conversion for wheelchair access. This meets the minimum requirement of 25% of the total number of units in accordance with the City's Adaptable Design Guidelines.

The application includes an on-site landscaping plan that proposes soft landscaping be located in a place that will buffer the building from both the street and the rear lane.

# Site Context and Surrounding Use

The subject site is located north of the Upper Levels Highway, along the east side of Lonsdale Avenue, at the midblock between East 27<sup>th</sup> Street to the north and East 26<sup>th</sup> Street to the south (Appendix #1). The neighbourhood is comprised of multi-family buildings along both sides of Lonsdale Avenue, with single detached dwellings across the lane to the east. The proposal is positioned between two separate multi-family buildings in this block.

The subject site has a slope from the north to south of approximately 7.5 percent, with a west to east slope of 2.3 percent. The applicant has agreed to dedicate 3.05 metres (10.0 feet) off the entire property fronting Lonsdale to help with establishing a standard road width of 30.5 metres (100 feet).

The buildings and uses immediately surrounding the subject site are described in Table 1 below.

Table 1. Surrounding Uses

Direction	Address	Description	Zoning
North	105 Lonsdale Avenue	22 unit, 3 to 4 storey apartment building	Medium Density Apartment Residential 1 (RM-1)
South	2606 Lonsdale Avenue	5 unit, 2 to 3 storey townhouses	Medium Density Apartment Residential 1 (RM-1)
East Across the lane	116 E 26 <sup>th</sup> Street; 117 E. 27 <sup>th</sup> Street	Single detached bungalows	One Unit Residential 1 (RS-1)
West Across Lonsdale Avenue	2601 Lonsdale Ave.	Approved five-storey multi-family residential building.	Comprehensive Development 697 (CD-697)
West	2615 Lonsdale Ave.; and	2 to 3 storey apartment buildings	Medium Density Apartment

Across Lonsdale	2625 Lonsdale	Residential 1
Avenue	Ave.	(RM-1)

The subject site is located along a main Public Transit corridor, where this section of Lonsdale Avenue is identified as a Frequent Transit Network by Translink. The location is also close to commercial services above the Upper Levels Highway as well as the Harry Jerome Community Centre and commercial services to the south of the highway.

# **POLICY FRAMEWORK**

# Metro 2040

Metro Vancouver's Regional Growth Strategy (RGS) outlines a policy framework and strategies that municipalities' are to use in the assessment of development applications. The following strategies from the RGS are applicable to the proposed development on the subject site:

- Strategy 2.1 Promote land development patterns that support a diverse regional economy and employment close to where people live.
- Strategy 3.3 Encourage land use and transportation infrastructure that reduce energy consumption and greenhouse gas emissions, and improve air quality.
- Strategy 3.4 Encourage land use and transportation infrastructure that improve the ability to withstand climate change impacts and natural hazard risks.
- Strategy 4.1 Provide diverse and affordable housing choices.
- Strategy 4.2 Develop healthy and complete communities with access to a range of services and amenities.
- Strategy 5.1 Coordinate land use and transportation to encourage transit, multiple-occupancy vehicles, cycling and walking.

The proposed development provides intensification at a location that supports future rapid transit investment, the Lonsdale Regional City Centre/local economy and land uses that can encourage the reduction of green house gas emissions. The proposed development ensures a diversity of housing that promotes the ability to age-in-place.

# 2014 Official Community Plan

The City of North Vancouver's Official Community Plan outlines the policy framework that is to be applied to a site at a local level. Based on the site characteristics and the project densification above, the application is in keeping with the following goals and objectives of the Official Community Plan:

- 1.1.1 Plan for growth in the City's population, dwelling units and employment in keeping with the projections in Metro Vancouver's regional Growth Strategy;
- 1.1.2 Align growth with the development of community amenities and infrastructure;
- 1.3.5 Encourage design excellence in developments through carefully considered, high quality architecture and landscaping, with varied designs which are interesting, sensitive and reflective of their surroundings;
- 1.4.4 Incorporate active-design principals in new development that encourage physical movement and social interaction thereby contributing to a healthier community.

The subject site is within close proximity (walking distance) to the Lonsdale Regional City Centre. By promoting intensification at this location, the proposal supports the local economy and the businesses within the Regional City Centre. Additionally, Lonsdale Avenue has been identified as regional transit corridor and future rapid transit (B-Line) investment is expected along this corridor. Intensification at this site will support future transit ridership along the Lonsdale Corridor.

In terms of the land use, Schedule 'A' (Land Use) of the Official Community Plan (OCP) identifies the subject site as Residential Level 5 (R5), which allows residential uses such as multi-family with a mix of unit types to be constructed on the property. The OCP limits the building height at six storeys, and allows for a density of up to 1.60 times the site area (FSR), with the potential of an additional 1.0 FSR density bonus to be granted at the discretion of Council. If granted, this allows a total of 2.60 FSR.

# **Active Design Guidelines**

The applicant is proposing a building that will achieve some of the key design elements contained within the City's Active Design Guidelines, including:

- An amenity space consisting of an indoor space for residents that extends to an outdoor patio; and
- Visible stairways at either end of the building to give access to all levels.

# **Housing Action Plan**

The City recognizes the need for rental accommodation and many of the existing stock of affordable rental buildings that were constructed between the 1950's and 1970's are coming to their end of economic life. With a current 0.8 % rental vacancy rate, and to incentivize new rental housing development, the City offers bonus density for secured rental projects. To help with affordability in the City, mid-market units must also be provided and rented out at below average market rates to help low and moderate income earners.

To achieve the 1.0 FSR density bonus in the proposed development, the applicant has agreed to secure all of the proposed units as rental units in perpetuity and at least 10% of the proposed rental units be rented out at 10% below CMHC average rents for the City of North Vancouver for a term of at least 10 years. As this application was submitted in

2017, it predates the policy changes that Council made in 2018 going from the 10 year time requirement to "in perpetuity". Applications that are submitted after January 1, 2019 are to satisfy the "perpetuity" time requirement.

The actual rental rates will not be determined until completion of the project and tenant move-in, but the following chart provides a snap-shot example of the discounted rents based on the proposed 10 percent below the 2017 average rents and what rates rental units could be charged in June of 2018.

lackly of the survey	June 2018 market rents*	2017 mid-market rents**	Percentage difference
One Bedroom	\$1,900	\$1,098	42% below
Two Bedroom	\$2,300	\$1,426	38% below
Three Bedroom	\$3,825	\$1,820	45% below

<sup>\*</sup> Current market rents were obtained from a new market rental development in Central Lonsdale, advertised on Craigslist, in June 2018

Presently, the proposal is deficient 1 three-bedroom unit. Under the Family Friendly Section of the City's Housing Action Plan, the applicant is to provide 10% of the units (or 2 under this application) as three-bedroom units. Given the mix housing proposed, particularly with nine two-bedroom units available the overall proposal generally supports family based units.

# Sustainable Development Guidelines

The subject site is an infill site, within walking distance to a number of community amenities such as public transit, employment and retail services along Lonsdale Avenue.

The Sustainable Development Guideline Checklist (Attachment #5) was submitted and identifies the applicant's intent in achieving the City's sustainability goals. Included in these goals, the applicant proposes:

- Achieve a building energy performance of Step 2 in the BC Building Code;
- Reuse existing materials for finished products; and
- Provide at least 20% of the residential stalls for electrical vehicle charging while providing on-site electrical capacity to supply the remaining residential stalls for future connection.

As the development application was submitted in 2017 it predates the Building Code changes to Step Code and the changes that were adopted to the Sustainable Development Guidelines in late 2018 surrounding Electric Vehicle charging facilities. However, the application is achieving Step 2 of the BC Building Code as noted above.

<sup>\*\*</sup> Mid-Market Rents were determined by discounting 10% from 2017 CMHC Average Rent, assuming occupancy in 2018

# **Density Bonus and Community Benefits**

The City's *Density Bonus and Community Benefits Policy*, in conjunction with the Official Community Plan, allows a density bonus of 1.0 FSR in the Residential Level 5 land designation to a maximum of 2.60 FSR.

The policy provides a number of community benefit options for projects seeking additional density and to ensure the City receives value for additional density granted. The value could be in the form of a cash contribution or some form of amenity, such as an all rental apartment building to be secured in perpetuity plus a form of housing affordability in accordance with the City's Housing Action Plan. In this case, to achieve the desired 1.0 FSR bonus density, the applicant has agreed to secure, through the registration of a Housing Agreement (Attachment #7), that all the proposed 26 apartment units will be secured as rental units in perpetuity, as well as provide at least 10% (3 units) of these rental units at Mid-Market rates (rates below market levels) for a period of at least 10 years.

Council's Density Bonus and Community Benefits Policy recognizes rental and affordable rental dwelling units as an acceptable public amenity.

If the applicant was proposing the apartment units for sale as a strata development project, the Density Bonus and Community Benefits Policy would value this density bonus slightly above \$1.15 million as outlined in the table below.

Value of Community Benefits through Density Bonusing

Density Value Calculation	Value
Density Bonus from 1.60 FSR to 1.60 FSR / OCP Density (@ \$20 / sq. ft.)	N/A
Density Bonus from 1.60 to 2.60 FSR (@ \$140 / sq. ft.)	\$1,154,300
Total Value of Community Benefits	\$1,154,300

In addition to the items above, staff seek Council's direction to secure the following item as conditions of the development:

 Submission of a sustainable stormwater management plan to the satisfaction of the Director of Engineering.

# ZONING BY-LAW 1995, NO. 6700 AMENDMENT

The subject site is currently zoned Medium Density Apartment Residential 1 (RM-1) that would allow a Rental Apartment building up to three storeys or 13.0 metres (42.65 feet) in height with a maximum building size of 1.60 times the lot area (FSR). An amendment to the Zoning Bylaw is required to permit the proposal to be constructed as presented, as allowed under the OCP. The needed amendments are reflected in Zoning Amendment Bylaw 8696 (Attachment #6).

Using the Medium Density Apartment Residential 1 (RM-1) Zone as a base, the proposal requires the following special provisions be incorporated into a new Comprehensive Development Zone:

- A density increase to 2.60 FSR by entering into a Housing Agreement with the City to secure rental housing in perpetuity as well as providing three Mid-Market units for a 10 year term;
- Maximum Lot Coverage shall not exceed 53 percent on the ground level;
- · Maximum Building Height not to exceed 19.8 metres (65.0 feet) in height; and
- Allow minimum building setbacks to suit the proposed development.

A comparison between the requirements of the current RM-1 Zone and the proposal is shown in Attachment #2.

It should be noted that under the Zoning By-law, 1 two-way car share space is the equivalent of 4 off-street spaces. As such the proposal provides 12 off-street spaces and 1 two-car share space, which satisfies that parking provisions in the Zoning By-law, which is 16 spaces for this site. The two-way car share space is available for use by both the building residents and the general public. The car chare service provider will need to be secured through a legal agreement prior to adoption of zoning by-law amendment.

# HOUSING BY-LAW

The applicant has agreed to secure all of the proposed apartment units as rental as well as provide three mid-market units in accordance with the City's Housing Action Plan. These units will be secured through a Housing Agreement that is part of Bylaw 8697 (Attachment #7).

# **ADVISORY BODY INPUT**

# **Advisory Design Panel**

The application was revised by the Advisory Design Panel on September 20, 2017.

The Panel unanimously endorsed the following resolution:

**THAT** the Advisory Design Panel has reviewed the Rezoning Application for 2612 Lonsdale Avenue and recommends approval subject to addressing the following issues to the satisfaction of the Development Planner:

- · Review of the entry way configuration;
- Maximize post spacing on fencing to 6 feet or 1.5 metres;
- · Consider the use of real cedar soffits;
- · Review the architectural details of windows and rain screening;

REPORT: Rezoning Application: 2612 Lonsdale Avenue (Nor-Van Vliet Properties Ltd. / Ekistics Architecture) Date: January 21, 2019

- Review accessibility through the site in relation to CPTED as well as circulation;
- Ensure natural light into the stairwells;
- · Ensure lighting on the east and west sides;
- Consider the passive performance of the south and west facades;
- Encouraged to consider opportunities for in-suite storage;
- Examine the potential for more unit storage and recycling space in the parkade;
- · Consider the use of e-bikes in the parkade; and
- Review with staff the potential of roof access.

In response to these items the applicant has made the following modifications:

- Improvements to highlight the main entryway;
- Accessibility has been improved in accordance with CPTED principals;
- · Natural lighting in the stairwells has been increased; and
- Electrical outlets in the secured bike storage area have been identified for the provision of e-bikes.

# COMMUNITY CONSULTATION

The applicant held a Developer Information Session (DIS) with the local community on September 28, 2017 where 21 people signed in, and 17 comment sheets were provided at the meeting. The results are included in Attachment #4.

The general feedback received was in opposition to the proposal. Respondents raised concerns over the proposed height of the building being too high and being out of character with the existing buildings in the neighbourhood. Many commented that the height be limited to either 3 or 4 storeys. Others commented on the lack of off-street parking being proposed, the lack of street parking and overall traffic concerns of the area. Some of the respondents liked the idea of an all rental building.

Should Council grant first and second reading to proposed Bylaws 8696 and 8697, a Public Hearing will be scheduled.

RESPECTFULLY SUBMITTED:

David Johnson

Development Planner

DJ/eb/rf

# THE CORPORATION OF THE CITY OF NORTH VANCOUVER

# **BYLAW NO. 8696**

# A Bylaw to amend "Zoning Bylaw, 1995, No. 6700"

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

- 1. This Bylaw shall be known and cited for all purposes as "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8696" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717).
- 2. Division VI: Zoning Map of Document "A" of "Zoning Bylaw, 1995, No. 6700" is hereby amended by reclassifying the following lots as henceforth being transferred, added to and forming part of CD-717 (Comprehensive Development 717 Zone):

Lots	Block	D.L.	Plan	
Α	229	545	2969	from RM-1

- 3. Part 11 of Division V: Comprehensive Development Regulations of Document "A" of "Zoning Bylaw, 1995, No. 6700" is hereby amended by:
  - A. Adding the following section to Section 1100, thereof, after the designation "CD-716 Comprehensive Development 716 Zone":
    - "CD-717 Comprehensive Development 717 Zone"
  - B. Adding the following to Section 1101, thereof, after the "CD-716 Comprehensive Development 716 Zone":
    - "CD-717 Comprehensive Development 717 Zone"

In the CD-717 Zone, permitted Uses, regulations for permitted Uses, regulations for the size, shape and siting of Buildings and Structures and required Off-Street Parking shall be as in the RM-1 Zone, except that:

- (1) The permitted Principal Use on the Lot shall be limited to:
  - (a) Rental Apartment Residential Use:
    - i. Accessory Home Occupation Use subject to section 507(5), (6) and (7) of this bylaw;
    - ii. Accessory Off-Street Parking Use;
    - iii. Accessory Home Office Use;
- (2) The Maximum Gross Floor Area permitted may be increased as follows upon entering into a Housing Agreement with the City:

BASE DENSITY				
OCP Schedule 'A'		1.60 FSR		
ADDITIONAL (BONUS) DENSITY				
ADDITIONAL DENSITY CATEGORY	DESCRIPTION	ADDITIONAL DENSITY (BONUS)	POLICY REFERENCE	
100% Rental Housing	Secured rental apartment building (all units)	1.0 FSR	OCP Section 2.2	
TOTAL		2.60 FSR		

To a maximum of 2.60 FSR;

- (3) The Principal Building shall not exceed a Height of six storeys and 18.7 metres (61.25 feet);
- (4) The Principal Building shall be sited as follows:
  - (a) 3.6 metres (12.0 feet) from the lot line adjacent to Lonsdale Avenue;
  - (b) 2.4 metres (8.0 feet) from the Lot Line, Interior Side;
  - (c) 4.3 metres (14.2 feet) from the Lot Line, Rear;
- (5) The Lot Coverage of the Principal Building shall not exceed 53.0 percent;
- (6) Section 906(4) be varied to allow one parking stall to be accessed directly from the rear lane;
- (7) Section 907(2)(e) be waived in its entirety;
- (8) All exterior finishes, design and landscaping is subject for approval by the Advisory Design Panel.

CITY CLERK

READ a first time on the <> day of <>, 2021.
READ a second time on the <> day of <>, 2021.
READ a third time on the <> day of <>, 2021.
ADOPTED on the <> day of <>, 2021.
MAYOR

# THE CORPORATION OF THE CITY OF NORTH VANCOUVER

# **BYLAW NO. 8697**

# A Bylaw to enter into a Housing Agreement (2612 Lonsdale Avenue)

**WHEREAS** Section 483 of the *Local Government Act* R.S.B.C. 2015 c.1 permits a local government to enter into a housing agreement for rental housing.

**NOW THEREFORE** the Council of The Corporation of the City of North Vancouver, in open meeting assembled enacts as follows:

- 1. This Bylaw shall be known and cited for all purposes as "Housing Agreement Bylaw, 2021, No. 8697" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717, Rental Housing Commitments).
- 2. The Council hereby authorizes the agreement substantially in the form attached to this bylaw between The Corporation of the City of North Vancouver and Nor-Van Vliet Properties Ltd. with respect to the lands referenced as 2612 Lonsdale Avenue, "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8696" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale Avenue, CD-717).
- 3. The Mayor and City Clerk are authorized to execute any documents required to give effect to the Housing Agreement.

READ a first time on the <> day of <>, 2021.
READ a second time on the <> day of <>, 2021.
READ a third time on the <> day of <>, 2021.
ADOPTED on the <> day of <>, 2021.
MAYOR
CITY CLERK

# **RENTAL HOUSING AGREEMENT**

**THIS AGREEMENT** dated for reference the <> day of <>, 20<>.

# BETWEEN:

# NOR-VAN VLIET PROPERTIES LTD.

150 – 628 E Kent Avenue S Vancouver, British Columbia, V5X 0B2

(the "Owner")

AND:

# THE CORPORATION OF THE CITY OF NORTH VANCOUVER.

a municipal corporation pursuant to the *Local Government Act* and having its offices at 141 West 14th Street, North Vancouver, British Columbia, V7M 1H9

(the "City")

# WHEREAS:

- A. The Owner is the registered owner of the Lands.
- B. The City is a municipal corporation incorporated pursuant to the Act.
- C. As a condition of the Rezoning Bylaw, the Owner has agreed to enter into a housing agreement with the City in accordance with section 483 of the Act.
- D. Section 483 authorizes the City, by bylaw, to enter into a housing agreement in respect of the form of tenure of housing units, availability of such units to classes of identified person, administration and management of such units and the rent that may be charged for such units.

**NOW THEREFORE** in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges), the Owner and the City covenant each with the other as follows:

# 1. **DEFINITIONS**

- (a) "Act" means the Local Government Act, RSBC. 2015 c.1 as amended from time to time;
- (b) "Affordable Rent" means with respect to each Mid-Market Rental Unit a rent payment amount equal to 10% below the "Private Apartment Average Rents" for the corresponding bedroom type in the City of North Vancouver as established by CMHC's Housing Market Information Portal for the year the tenancy is entered into;

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- (c) "Agreement" means this agreement as amended from time to time:
- (d) "Commencement Date" has the meaning set out in section 2.1 herein;
- (e) "Council" means the municipal council for the City of North Vancouver;
- (f) "CMHC" means Canada Mortgage and Housing Corporation;
- (g) "Director of Planning" means the chief administrator of the Department of Planning of the City and his or her successors in function and their respective nominees;
- (h) "**Dwelling Unit**" means a dwelling unit as defined in the City of North Vancouver's "Zoning Bylaw 1995, No. 6700" as amended from time to time;
- (i) "Lands" means those lands and premises legally described as

Parcel Identifier: 013-287-877 Lot A Block 229 District Lot 545 Plan 2969;

- (j) "Mid-Market Rental Units" means Dwelling Units that are rented to tenants for Affordable Rent;
- (k) "Market Rental Units" means Dwelling Units that are rented to tenants for market rental rates as set by the Owner;
- (I) "Rental Purposes" means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in Section 1 of the *Residential Tenancy Act*, SBC 2002 c. 78 as amended from time to time between the Owner and the tenant;
- (m) "Rental Units" means the Market Rental Units and the Mid-Market Rental Units;
- (n) "Residential Building" means the six storey building to be constructed on the Lands to be used for Rental Purposes with 24 Dwelling Units, of which 21 Dwelling Units will be Market Rental Units and 3 Dwelling Units will be Mid-Market Rental Units;
- (o) "RT Act" means the Residential Tenancy Act, SBC 2002 c. 78;
- (p) "Rezoning Bylaw" means the rezoning bylaw applicable to the Lands described as "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2021, No. 8696"; and
- (q) "**Term**" has the meaning set out in section 2.1 herein.

# 2. TERM

2.1 This Agreement will commence upon adoption by Council of "Housing Agreement Bylaw, 2021, No. 8697" (Nor-Van Vliet Properties Ltd. / Ekistics Architecture, 2612 Lonsdale

Document: 1734840-v2

Avenue, CD-717, Rental Housing Commitments), (the "Commencement Date") and will continue until the date this Agreement is terminated in accordance with sections 2.2 or 8.3(c).

(the "Term").

- 2.2 This Agreement will terminate immediately upon the removal or destruction of the Residential Building provided the Residential Building is not repaired or rebuilt following the destruction thereof.
- 2.3 Subject to section 7.3, upon termination of this Agreement, this Agreement will be at an end and of no further force and effect.

# 3. USE OF LANDS

- 3.1 The Owner covenants and agrees with the City that during the term of this Agreement, notwithstanding the Rezoning Bylaw, the Lands shall be used and built on only in strict compliance with the terms and conditions of this Agreement and that:
  - (a) the Lands shall not be subdivided or stratified;
  - (b) the Residential Building shall be used for Rental Purposes only; and
  - (c) no Rental Unit in the Residential Building shall be occupied for any purpose except for Rental Purposes.
- 3.2 The Owner further covenants and agrees with the City that the Lands and any buildings or structures constructed thereon including the Residential Building shall be developed, built and maintained in accordance with all City bylaws, regulations and guidelines as amended from time to time.

# 4. TENANCY RESTRICTIONS

- 4.1 The unit mix for Rental Units in the Residential Building shall be no fewer than 3 three-bedroom unit, 9 two-bedroom units and 12 one-bedroom units or as otherwise approved in writing by the Director of Planning in his or her discretion.
- 4.2 The three Mid-Market Rental Units shall be provided in the following unit mix: two one-bedroom unit, and 1 two-bedroom unit. The Owner may only change this mix with the approval in writing by the Director of Planning with such approval to be granted in his or her discretion. The Owner shall be entitled to determine the locations of the three Mid-Market Rental Units within the Residential Building.
- 4.3 The Owner shall enter into a minimum 1 year tenancy agreement for each of the Mid-Market Rental Units which will convert to a month to month tenancy at the end of the 1 year term. If such a tenancy is ended prior to the end of the Term, the Owner must rent the Mid-Market Rental Unit at Affordable Rent. After the Term has elapsed, when a tenancy of the Mid-Market Rental Unit is terminated in accordance with the RT Act, the Owner may rent the Mid-Market Rental Unit out at a market rental rate.
- 4.4 The Owner will notify the City when a tenancy of the Mid-Market Rental Unit is terminated in accordance with the RT Act and will notify the City when the Owner intends to rent the Mid-Market Rental Unit out at market rent.

# 5. OWNER'S OBLIGATIONS

- 5.1 Without limiting section 3.1 of this Agreement:
  - (a) Management and administration: the management, administration, and associated costs with the management and administration of the Rental Units, including the Mid-Market Rental Units, will be borne by the Owner or its designated rental agent, unless otherwise approved by the City in writing;
  - (b) Advertisement: the Owner will feature the tenure restrictions set out in this Agreement prominently in all advertising of Mid-Market Rental Units;
  - (c) Tenant Selection: the Owner will determine the selection of the tenants of the Mid-Market Rental Units, applying the suggested income qualification of a maximum household income determined by multiplying the low-end of market rents by 12 to yield the households' annual housing costs, and divided by 30% to meet the standard definition of affordability. Tenants from the existing rental building on the Lands should be provided first right of refusal in the Mid-Market Rental Units, regardless of income. In determining financial eligibility, the Owner or its rental agent, so long as it acts honestly and in good faith, is entitled to rely on all information provided by the prospective tenant and the Owner will have no liability if the prospective tenant intentionally or unintentionally provides any incorrect information. The Owner is under no obligation to monitor or update the financial circumstances of the tenant once the lease is signed.
  - (d) Rent Amount and Permitted Increases: Affordable Rent for Mid-Market Rental Units is to be determined at the time of tenancy. Rent amounts may be subsequently increased by the permitted annual rent increase then set under the RT Act.
  - (e) Compliance with applicable laws: without restricting the foregoing, the Owner will comply with all applicable provisions of the RT Act and any other provincial or municipal enactments imposing obligations on landlords in relation to residential tenancies;
  - (f) Performance: the Owner will perform its obligations under this Agreement diligently and in good faith; and
  - (g) Evidence of compliance: provided that the same can be done without breaching the *Personal Information Protection Act* (as amended from time to time) the Owner will, at Business License renewal or upon request by the City, supply to the City copies of any documentation in possession of the Owner necessary to establish compliance with the Owner's obligations under this Agreement.

# 6. DEFAULT AND REMEDIES

6.1 The City may, acting reasonably, give to the Owner a written notice (in this section 6.1, the "**Notice**") requiring the Owner to cure a default under this Agreement within 30 days of receipt 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.

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- 6.2 If the default is not corrected within the time specified, the Owner will pay to the City on demand by the City 200 percent of the difference between current market rent, as determined by a third-party appraiser, and Affordable Rent for each Mid-Market Rental Unit in default for the default year to the end of the Term of the Agreement. The monies collected from default will be deposited to the City's Affordable Housing Reserve Fund.
- 6.3 The Owner will pay to the City on demand by the City all the City's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.
- 6.4 The Owner acknowledges and agrees that in 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 City and to the public interest will be irreparable and not susceptible of adequate monetary compensation.
- 6.5 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.
- The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing housing for Rental Purposes, and that the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out and that the City's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.
- 6.7 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 or 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 of a default by the Owner under this Agreement.

# 7. LIABILITY

- 7.1 Except for the negligence of the City or its employees, agents or contractors, the Owner will indemnify and save harmless each of the City 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:
  - (a) 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; and
  - (b) the Owner's ownership, operation, management or financing of the Lands for the provision of housing for Rental Purposes.
- 7.2 Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the City, 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 Lands for the provision of housing for Rental Purposes which has been or hereafter may be given to the Owner by all or any of them.

7.3 The covenants of the Owner set out in sections 7.1 and 7.2 of this Agreement will survive the expiration or the earlier termination of this Agreement and will continue to apply to any breach of the Agreement and to any claims arising under this Agreement during the ownership by the Owner of the Lands.

# 8. GENERAL PROVISIONS

- 8.1 The Owner agrees to reimburse the City for all legal costs reasonably incurred by the City for the preparation, execution and registration of this Agreement. The Owner will bear their own costs, legal or otherwise, connected with the preparation, execution or registration of this Agreement.
- 8.2 Nothing in this Agreement:
  - (a) affects or limits any discretion, rights, powers, duties or obligations of the City 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 City's bylaws in relation to the use of the Lands.
- 8.3 The Owner and the City agree that:
  - (a) this Agreement is entered into only for the benefit of the City;
  - (b) this Agreement is not intended to protect the interests of the Owner, occupier or user of the Lands or any portion of it including the Rental Units and the Limited Common Property; and
  - (c) without limiting part 2 of this Agreement, the City may at any time execute a release and discharge of this Agreement in respect of the Lands, without liability to anyone for doing so.
- 8.4 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 after the date of this Agreement. Without limiting the generality of the foregoing, the Owner will not be liable for any breach of any covenant, promise or agreement herein in respect of any portion of the Lands sold, assigned, considered or otherwise disposed of, occurring after the Owner has ceased to be the owner of the Lands.
- 8.5 The covenants and agreements on the part of the Owner in this Agreement have been made by the Owner as contractual obligations as well as being made pursuant to section 905 of the Act and as such will be binding on the Owner.

- 8.6 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 the Lands, including any amendments to this Agreement as may be required by the Land Title Office or the City to effect such registration.
- 8.7 The City and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.
- 8.8 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.
- 8.9 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.
- 8.10 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.
- 8.11 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, by facsimile or e-mail transmission, or by personal service, to the following address for each party:

City: The Corporation of the City of North Vancouver

141 West 14<sup>th</sup> Street

North Vancouver, British Columbia

V7M 1H9

**Attention: Director, Planning** 

Facsimile: 604.985.0576

Nor-Van Vliet Properties Ltd. 150 – 628 E Kent Avenue S Vancouver, British Columbia,

V5X 0B2

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; if made by facsimile or e-mail transmission, on the first business day after the date when the facsimile or e-mail transmission was transmitted; 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.

- 8.12 Upon request by the City, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the City, to give effect to this Agreement.
- 8.13 This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

# 9. INTERPRETATION

- 9.1 Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.
- 9.2 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.
- 9.3 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 to 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.
- 9.4 The words "must" and "will" are to be construed as imperative.
- 9.5 Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.
- 9.6 This is the entire agreement between the City and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to the subject matter of this Agreement, except as included in this Agreement. 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 City Council of an amending bylaw to "Housing Agreement Bylaw, 2021, No. 8697".
- 9.7 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

Document: 1734840-v2

9.8 This Agreement can be signed in counterpart.

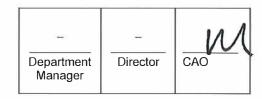
**IN WITNESS WHEREOF** each of the City and the Owner have executed this Agreement under seal by their duly authorized officers as of the reference date of this Agreement.

# THE CORPORATION OF THE CITY OF NORTH VANCOUVER

MAYOR
Linda C. Buchanan
OITY 01 FD1/
CITY CLERK
Karla D. Graham
NOR-VAN VLIET PROPERTIES LTD.
A
Authorized Signatory
•
Troy Van Vliet
Printed Name
Authorized Signatory
• •

Printed Name

Document: 1734840-v2





# The Corporation of THE CITY OF NORTH VANCOUVER STRATEGIC & CORPORATE SERVICES DEPARTMENT

**REPORT** 

To:

Mayor Linda Buchanan and Members of Council

From:

Barbara Pearce, DCAO/Director Strategic & Corporate Services

Subject:

COVID-19 SAFE RESTART GRANT ALLOCATION PHASE 2

Date:

May 28, 2021

File No: 14-7130-20-0015/1

The following is a suggested recommendation only. Refer to Council Minutes for adopted resolution.

# RECOMMENDATION

PURSUANT to the report of the Deputy Chief Administrative Officer, dated May 28, 2021, entitled "COVID-19 Safe Restart Grant Allocation Phase 2":

THAT an update on projects approved through the COVID-19 Safe Restart allocations approved in Phase 1 be received;

AND THAT the allocation of \$2,304,783 in funding for Phase 2 projects be approved.

# **ATTACHMENTS**

- 1. Phase 1 Restart Summary (CityDocs 2026757)
- 2. Phase 2 Restart Summary (CityDocs 2050468)

# BACKGROUND

COVID-19 continues to impact the City of North Vancouver. In November 2020, the Provincial Government provided a "COVID-19 Safe Restart Grant" in the amount of \$5,434,000. The grant is intended to address increased operating costs and lower revenue due to COVID-19, and to allow the City to continue to deliver the services people depend on in our community. The grant has created a degree of certainty regarding revenue within the organization, allowing the City to be able to provide much needed services to residents and to "catch up" in areas that were slowed down due to the public health measures put in place within the organization during the pandemic.

Document Number: 2059270 V1

REPORT: COVID-19 Safe Restart Grant Allocation Phase 2

Date: May 28, 2021

On March 8, 2021, Council endorsed disbursing the grant over three phases, and via four streams of funding:

 Community Resiliency and Recovery – Supporting our Community and Vulnerable Populations

The focus of this stream is to identify opportunities to support our residents, including supporting our agencies and service organizations.

- City Services Supporting our Residents & Businesses
   The focus of this stream is to support outward facing actions and deliverables that impact the City's residents and businesses.
- 3. Maintaining Business Continuity
  The focus of this stream is to ensure the City is able to operate safely during the pandemic and to continue to deliver the city's services.
- 4. Reserve

The intent for this stream is to allocate a portion of the grant for as yet unidentified opportunities or need.

The Phase 1 allocations focused on maintaining continuity of operations and planning for City services through the spring and summer. A number of safety measures, building modifications and technology expenses were included to ensure safe operations. Below are the actions taken to date and the Phase 1 allocations.

- Placemaking, Parklets & Open Streets (\$225,000)
  - Funding has supported continuation of the successful 2020 programs, additional funding is being requested in Phase 2
- Economic Development (\$330,000)
  - Funding will support the delivery of the City's COVID-19 economic recovery response and a temporary Economic Development position has been created to undertake this work
- Business Transformation (\$600,000)
  - Actions are underway to address existing backlog, resource the transformation projects, and identify technology and process improvements. Additional funding is being requested in Phase 2
- Business Continuity measures (\$560,000)
  - Safety related initiatives (building renovations, improvements and PPE) have increased the protections in civic facilities
  - Resources have been obtained to address COVID related administration
  - Hardware and software upgrades have been made to support provision of services
- Creation of a reserve for emerging issues (\$200,000). Funding from the reserve has supported COVID expenses related to capital projects.

# Scenario Planning work

To support the decision-making process with regards to the allocation of the grant funding, Staff commissioned a review from KPMG to understand further impacts from COVID, based on what had been learned to date and have supplemented this review with

REPORT: COVID-19 Safe Restart Grant Allocation Phase 2

Date: May 28, 2021

the recently issued report "COVID-19 in Canada: A One-year Update on Social and Economic Impacts (Statistics Canada, 2021)".

In the KPMG review, three pandemic economic scenarios were described including a) optimistic recovery, b) gradual recovery, and c) resurgence. KPMG highlighted that whilst each of these three scenarios are possible, our current forecast favours the two more positive scenarios, particularly with vaccination processes well underway.

The two optimistic scenarios indicate that from a municipal impact perspective; over the next months, facilities start to gradually reopen but that safety measures will still be needed in the foreseeable future. This slow and gradual reopening will apply to businesses that have been negatively impacted due to COVID, particularly those that offer indoor services in a bustling setting. In both optimistic scenarios, costs will be higher, including core services (due to the manner of delivery and supply chain issues) as well as construction and other capital costs. Cities may have delays in revenue such as taxes. Non-tax revenue and services such as recreation services will continue to be particularly impacted from a revenue perspective.

The hardest hit industries in the City of North Vancouver, include

- 1. Accommodation and Food Services
- 2. Information, Recreation and Culture
- 3. Business, Building and Support Services
- 4. Construction

(Statistics Canada, 2021)

Moderately impacted services include

- Wholesale & Retail Trade
- 2. Transportation & Warehousing
- 3. Education

Highlights from "COVID-19 in Canada" (Statistics Canada, 2021) include:

- A decrease in real GDP by 3.2%.
- Sharp fluctuations in business productivity depending on pandemic restrictions and structural changes
  - o Particularly felt by smaller businesses.
- Shifts of labour and capital towards emerging growth areas and growth sectors is expected because of the pandemic.
- Digital asset gains may result in increased labour productivity and drive towards a digital recovery.
- Innovation in digital assets and processes will be strong (Statistics Canada, 2021).

The KPMG and Statistics Canada reports highlight that from a resident perspective, the impacts will be felt unevenly. As such, some residents, particularly the vulnerable, or those from impacted businesses and industries, will be negatively impacted.

Date: May 28, 2021

The Statistics Canada report highlights that uneven impacts are being felt economically and socially throughout Canada. For example, Indigenous persons, visible minority groups and youth may experience increased inequality as unemployment rates grow at a higher rate for these groups. Further, low wage workers will be hardest hit by COVID measures such as lockdowns. Employees in sectors such as accommodation and food services, arts, entertainment and recreation are also disproportionately negatively impacted (Statistics Canada, 2021).

Conversely, individuals with the capacity and ability to work from home will likely experience positive financial gains whilst those with limited ability to telework will face greater adversity (Statistics Canada, 2021). As such, some individuals will experience positive outcomes whilst other more vulnerable individuals will experience greater adversity. The general theme from both reports was that COVID 19 impacted vulnerable communities in a disproportionately negative manner.

#### DISCUSSION

The Phase 2 allocation recommendations have been generated in the context of the studies above. While Phase 1 allocations focused on maintaining continuity of operations and planning for City services, Phase 2 focuses on actions the City can take or support to increase Community Resiliency.

The list of recommended allocations below have been reviewed by Leadership Team in the context of the following items:

- rationale (how will this assist in COVID response)
- o are there other funding sources available
- what are intended outcomes
- o impacts on department workplan
- o alignment with Strategic / Corporate Business Plan
- timeliness (in terms of the Phases of grant allocation) what does the organization need right now

Community Resiliency allocation recommendations total \$1,076,510 and include support for our partner agencies, business community and vulnerable populations. These actions are intended to provide programming, infrastructure and programs that support our residents and businesses.

#### Projects include:

- Diversity & Equity Initiatives Funding will support actions to address inequity in our community and enable the City to support our diverse community;
- Food Security Project The funding would support creation of a business case/plan for a food waste recovery hub and urban agriculture initiatives, with the intent to increase food security to the community;
- Childcare initiatives The funding is intended to support initiatives that address childcare challenges experienced during COVID and support the City's Child Care Action Plan;

Date: May 28, 2021

- North Vancouver Recreation & Culture programming Funding will support additional resources necessary for programs to operate under COVID protocols and therefore provide additional programming space/opportunity at NVRC facilities for the community;
- North Vancouver City Library programs Funding will support expanded Summer Book Bike Outreach and an investment in the Library's digital resources. Both actions will increase availability of Library resources to the community;
- Placemaking, Parklets & Open Streets Funding will support continued operation of the City's successful programs that provide the community space to connect during COVID and are intended to increase quality of life for our community. Additional Civic Plaza furniture will provide further opportunity for the community to gather;
- Shipyards Programming Funding will support additional play features and seating improvements that will benefit the community at large and provide much needed space for community members in smaller homes, and
- Economic initiatives Funding will support the City of North Vancouver's business to adapt to COVID challenges as noted in the KPMG and Statistics Canada data.

With the view to the recent Provincial announcements regarding the Restart Plan, additional allocations are recommended for City Services (\$1,060,000) and Business Continuity (\$168,283) which will support City actions to provide services and continue safe operations. These allocations will continue actions to transform City services and address backlogs. As noted in the Phase 1 report, actions include development of a Client Service Centre and process improvements. Phase 2 City Services requests now include a funding request to provide more frequent litter collection for the City's public realm, additional portable toilets and more frequent facility cleaning in order to meet the significant increase in public use of parks and other public spaces during COVID. Business Continuity actions will continue modifications in civic buildings to ensure safe work environments and support technology improvements.

Attachment 2 provides a breakdown of the Phase 2 requests. Phase 3 allocations are currently scheduled to be brought forward in early Fall 2021. \$1,061,915 remains unallocated.

#### FINANCIAL IMPLICATIONS

For Phase 2, Council is requested to approve \$2,304,783 for the areas noted above. The items noted in Phase 3 are placeholders and will be refined further in future reports; additional projects may be included in the Phase 3 request.

The City is required to report annually on how the funds are spent. This will be part of the City's annual financial reporting under section 167 of the *Community Charter*. The City will provide a schedule to the audited financial statements respecting the amount of funding received, the use of the funds, and the year-end balance of unused funds.

REPORT: COVID-19 Safe Restart Grant Allocation Phase 2

Date: May 28, 2021

#### INTER-DEPARTMENTAL IMPLICATIONS

The Phase 2 allocation requests were generated through review with the Leadership Team and provide a coordinated response to COVID-19 impacts.

### STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

The Phase 2 allocation requests support all five of Council's Strategic Priorities.

RESPECTFULLY SUBMITTED:

Barbara Pearce

DCAO/Director Strategic & Corporate

Services

#### **COVID-19 Grant Allocation Phase 1 – Project Descriptions**

#### Placemaking, Parklets, and Open Streets

 Funding will help create vibrant commercial areas through public realm improvements, placemaking and activations. Parklets will create more spaces for people to safely connect during COVID-19, and additional seating capacity will support economic recovery efforts. Intended outcomes are to improve local quality of life for the community.

#### **Economic Development**

 Funding will support the delivery of the City's COVID-19 economic recovery response, the Economic Investment Strategy, continued COVID-19 scenario planning, and a vision for the City's economy.

#### **Business Transformation**

- The funding will support a comprehensive, multi-department process improvement project that will utilize COVID restart funds to help the City address the service challenges that have arisen during City Hall shut down and evolve processes to a more online customer focused streamlined experience and faster review times. This will include including a series of quick actions to improve service, reduce backlog, improve access to information and provide predictable outcomes. Outcomes will include:
  - o increased delivery of e-services for all common permits and applications,
  - creation of a client services centre, providing a single point of contact for business and development inquiries and enabling tracking and benchmarking of responses,
  - o bylaw updates to streamline process and other process improvements.

Funding is being sought over Phase 1 and 2. Phase 1 funding will enable work to begin immediately with support from external consultants to assist with the designing and development of improved systems. Staff will provide further information regarding the deliverables and outcomes in conjunction with the Phase 2 request.

Document Number: 2026757 V1

#### Safety measures for City Employees & Buildings

Funding will support continued efforts related to maintain and enhance safety
measures to address COVID-19 prevention in civic buildings. Specific deliverables
include provision of in-person counter service during tax season, modifications to
the Fire Hall dormitory, and PPE/Equipment for City Hall, Police Administration,
Fire Hall and the City Library.

#### Information Technology

 Technology has enabled the provision of city services in virtual form; this funding will support improvement of service provision with continued investment in hardware and software for remote work.

#### **COVID Coordination**

• This allocation will provide internal capacity to support COVID-19 response including tracking and reporting of impacts and costs.

Document Number: 2026757 V1

Phase Two Requests Attachment 2

Phase Two Requests		F	Attachment 2	
Green text indicates Phase One approvals		DI 4	DI O	DI 0
Project	Stream	Phase 1	Phase 2	Phase 3
Actions to Support our Community	Community Besilioney		250,000	
Diversity & Equity initiatives	Community Resiliency		250,000	TDD
Food Security & Urban Agriculture Childcare	Community Resiliency		100,000 250,000	TBD
-	Community Resiliency		250,000	TBD
Wellbeing & Resilience Initiatives	Community Resiliency			
NS Homelessness Action Initiative	Community Resiliency		40.540	TBD
NVRC Programming	Community Resiliency		42,510	
NVCL Expanded Summer Book Bike Outreach	Community Resiliency		29,000	
NVCL Ebooks/Audiobook program	Community Resiliency		35,000	117.000
NVCL Community Technology Access	Community Resiliency		25.000	117,000
Shipyards Programming	Community Resiliency		35,000	TDD
Economic Initiatives	Community Resiliency		100,000	TBD
Placemaking - Civic Plaza furniture	Community Resiliency		10,000	
Placemaking, Parklets, and Open Streets	Community Resiliency	250,000	225,000	
Supporting Services	City Sandaga		200,000	100.000
Parks - Additional litter	City Services		300,000	100,000
Economic Development				
COVID - 19 Lead	City Services	330,000		
Business Transformation				
Permits & Licensing - Expediting & Resolution	City Services	300,000		
Eservices	City Services	300,000	240,000	
Development services process improvement	City Services		100,000	
Business License Process Review & Backlog	City Services		100,000	
Client Service Centre	City Services		320,000	
Safety & Support measures for City employees & Buildings				
PPE, equipment	Business Continuity	60,000		
Fire Hall dormitory modifications	Business Continuity	250,000		
City Hall public access modifications	Business Continuity		75,000	
Gerry Brewer building modifications	Business Continuity		7,500	
NVCL workspace modifications	Business Continuity		15,000	
Employee Wellness Initiative	Business Continuity		25,000	
Information Technology				
Hardware and software to support remote work	Business Continuity	100,000		
NVRC Operations (Safety, Communications and Technology)	Business Continuity		45,783	
COVID Coordination resources	Business Continuity	150,000		
Emerging Issues		200,000		
Pre-approved Prior to Phase 1		127,292		
Total Request		2,067,292	2,304,793	217,000
Re-start Grant Remaining	5 434 000	3 366 708	1 061 015	8// 015

5,434,000

3,366,708

1,061,915

844,915

Doc#2050468

Re-start Grant Remaining







# The Corporation of THE CITY OF NORTH VANCOUVER CITY CLERK'S DEPARTMENT

**REPORT** 

To:

Mayor Linda Buchanan and Members of Council

From:

Karla Graham, Corporate Officer

Subject:

COUNCIL REMUNERATION BYLAW, 2021, NO. 8820

(COUNCIL REMUNERATION EFFECTIVE JANUARY 1, 2021)

Date:

May 26, 2021

File No: 01-0530-04-0001/2021

The following is a suggested recommendation only. Refer to Council Minutes for adopted resolution.

#### RECOMMENDATION

PURSUANT to the report of the Corporate Officer, dated May 26, 2021, entitled "Council Remuneration Bylaw, 2021, No. 8820 (Council Remuneration Effective January 1, 2021)":

THAT "Council Remuneration Bylaw, 2021, No. 8820" (Council Remuneration Effective January 1, 2021) be considered.

#### **ATTACHMENTS**

1. "Council Remuneration Bylaw, 2021, No. 8820" (Council Remuneration Effective January 1, 2021) (CityDocs 2014472)

#### DISCUSSION

A Council Remuneration Bylaw (formerly referred to as Council Indemnity Bylaw) is usually brought forward for Council consideration at the start of each year. However, as the CUPE Collective Agreement had expired on December 31, 2019 and the outbreak of the COVID-19 pandemic in early 2020, a new bylaw could not be contemplated.

A roll-over Collective Agreement between the City and CUPE Local 389 for the years 2020 and 2021 was ratified in December 2020, with a wages only increase of 2% per year. The Collective Agreement with the IAFF Local 296 also expired on December 31, 2019; however, it will likely be mid-2021 before a new collective agreement is in place.

REPORT: Council Remuneration Bylaw, 2021, No. 8820 (Council Remuneration Effective January 1, 2021)

Date: May 26, 2021

A Council Remuneration Bylaw is therefore being introduced (see table below) to reflect the average increase of the annual remuneration paid to Council members based on a formula of 1/3 of the negotiated increase with CUPE Local 389 and 1/3 of the Consumer Price Index (CPI). Once a new collective agreement has been negotiated and ratified with IAFF Local 296, the remaining 1/3 of the negotiated increase will be incorporated into Council's annual remuneration.

	CPI (previous year)	CUPE 389	IAFF 296	Average (1/3 of each)
2020	2.20%	2.00%	0.00%	1.40%
2021	1.00%	2.00%	0.00%	1.00%

Going forward, Council remuneration will be adjusted annually based on a calculation of 1/3 of the negotiated increase with CUPE Local 389, 1/3 of the negotiated increase with IAFF Local 296 and 1/3 of the Consumer Price Index (CPI). Where the negotiated increases with CUPE Local 389 and IAFF Local 296 are delayed, the related increase to Council remuneration will be adjusted once the negotiated increases have been ratified by all parties.

#### FINANCIAL IMPLICATIONS

The annual impact of the change in the Council remuneration is contemplated in the 2021-2030 Financial Plan.

#### INTER-DEPARTMENTAL IMPLICATIONS

The implications on other departments include the Finance and Human Resources Departments, who have been consulted and provided input regarding the anticipated adjustments.

#### STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

The remuneration adjustment supports Council's Strategic Plan in being a City for People and the health and well-being of all.

RESPECTFULLY SUBMITTED:

Karla Graham, MMC Corporate Officer

#### THE CORPORATION OF THE CITY OF NORTH VANCOUVER

#### **BYLAW NO. 8820**

A Bylaw to provide for the payment of annual remuneration and acting pay to the Mayor and Council of The Corporation of the City of North Vancouver effective January 1, 2021

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

- 1. This Bylaw shall be known and cited for all purposes as "Council Remuneration Bylaw, 2021, No. 8820" (Council Remuneration Effective January 1, 2021).
- 2. The purpose of this bylaw is to set the 2021 annual remuneration for the Mayor, Councillors and Acting Mayor. Until the IAFF Local 296 has negotiated a new collective agreement, and the collective agreement is ratified by the parties, the annual remuneration for the Mayor, Council and Acting Mayor, to be paid out of the annual revenue of the City, shall be increased by:
  - 1/3 of the 2019 and 2020 Consumer Price Index (CPI)
    - o 2019 2.20%, 1/3 = .733%
    - o 2020 1.00%, 1/3 = .333%

and by:

- 1/3 of the 2020 and 2021 amounts granted to CUPE Local 389
  - o 2020 2.00%, 1/3 = .667%
  - o 2021 2.00%, 1/3 = .667%

(Factors are rounded;

Increases based on .733% and .667%, to be applied retroactively to 2020)

3. Effective January 1, 2021, the annual indemnities for the Mayor and Council shall be:

Mayor \$130,179.00 Councillor \$43.479.00

to be paid in 26 bi-weekly instalments.

4. In consideration of the roles and responsibilities carried out by the Acting Mayor over a 2-month period, monthly compensation of \$1,583.00 for Councillors performing the role of Acting Mayor will be paid effective January 1, 2021.

Each Councillor will receive acting pay for a 2-month period, to be paid in 26 bi-weekly instalments.

Document: 2014472-v1

The schedule for Acting Mayor is as follows:

Councillor Bell November – December
Councillor Back January – February
Councillor Valente March – April

Councillor Girard May – June Councillor Hu July – August

Councillor McIlroy September – October

- 5. Council remuneration will be adjusted annually based on a calculation of 1/3 of the negotiated increase with CUPE Local 389, 1/3 of the negotiated increase with IAFF Local 296 and 1/3 of the preceding year's Consumer Price Index (CPI) increase. Where the negotiated increases with CUPE Local 389 and IAFF Local 296 are delayed, the related increase to Council remuneration will be adjusted once the negotiated increases have been ratified by all parties.
- 6. "Council Indemnity Bylaw, 2019, No. 8694" (Council Indemnity Effective January 1, 2019), and all amendments thereto, is hereby repealed.

READ a first time on the <> day of <>, 2021.

READ a second time on the <> day of <>, 2021.

READ a third time on the <> day of <>, 2021.

ADOPTED on the <> day of <>, 2021.

MAYOR

CORPORATE OFFICER

#### NOTICE OF MOTION

16. Safe Passing Distance for All Road Users – File: 11-5460-06-0001/2021

Submitted by Councillor Valente

#### **RECOMMENDATION:**

WHEREAS the Province of British Columbia prioritizes safety measures for vulnerable road users, including pedestrians and cyclists, and the *Motor Vehicle Act* of British Columbia mandates that cyclists must ride on the right hand side of the road, and not on sidewalks, unless expressly permitted by local bylaw;

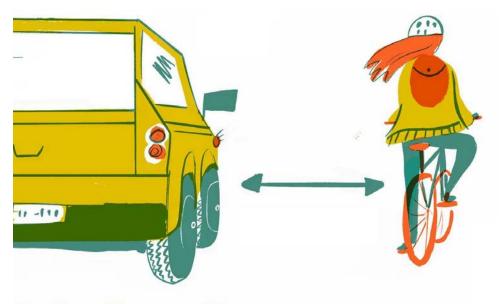
WHEREAS faster motor vehicles sharing roads with inherently slower cyclists and other vulnerable road users often results in close passes, accounting for almost one-third of the threatening encounters experienced by people on bicycles and almost 50% of incidents in rural areas;

WHEREAS relatively few roads in BC have bike lanes of shoulders, and many do not have sidewalks, directing cyclists and pedestrians to share the road with high speed motor vehicle traffic, which poses a potentially fatal risk and a resulting disincentive for active transportation;

WHEREAS jurisdictions across North America, including the provinces of Quebec, Ontario, Nova Scotia, New Brunswick and Newfoundland and Labrador, have all enacted "safe passing distance" legislation designed to protect vulnerable road users by educating and requiring motor vehicle operators to maintain a minimum safe distance when passing more vulnerable road users;

WHEREAS establishing a clear and reasonable distance for safe passing has created a better understanding and expectation around safely sharing roads, in particular in areas that do not have dedicated or separated cycling infrastructure;

THEREFORE BE IT RESOLVED THAT a copy of this resolution be forwarded to UBCM to request the Province of British Columbia to amend the *Motor Vehicle Act* to better support safe, active transportation, by requiring motorists maintain a distance from cyclists and pedestrians of 1-1.5 metres, based on road facility and posted speed limits, clarifying the obligation of all motorists to establish a reasonable distance when passing a cyclist or pedestrian, and providing guidance on an appropriate minimum distance when doing so.



# **Make Space**

# A Minimum Passing Distance Law for B.C.

# Why Minimum Passing Distance is Important

**Minimum passing distance** is a road safety law prohibiting 'close passing', which occurs when a motor vehicle overtakes a person on a bicycle without providing 1 metre of space.

Evidence from research conducted in the UK shows that new cyclists tend to cycle slower, and that the slower people cycle, the more likely they are to be close passed. Cyclists surveyed also felt that, based on the behaviour of other road users, most close passing incidents were preventable.

As such, close passing is a problem on a few important fronts:

- Gender equity—close passes affect more women than men.
- Active transportation policy—new cyclists are close passed more than experienced cyclists.
- Social justice—cyclists say they feel powerless to do much to prevent close passing, which is largely due to driver behaviour.

Research by Westminster University found that:

- Cycling 12 kph or less on average results in three times more near misses per km, compared to cycling 20 kph or faster.
- Women, who on average cycle more slowly, have higher near miss rates than men.

SOURCE: Near Miss Project

# What Can Be Done About Close Passing

Protected infrastructure can reduce the discomfort, discouragement, and fear experienced by those who cycle and walk for transportation in close proximity to motor vehicle traffic.

However, sufficient infrastructure cannot be built fast enough to mitigate the actual risks and impacts of close passing. By defining and quantifying the minimum distance required to safely pass vulnerable road users via the Motor Vehicle Act (MVA), a Minimum Passing Distance law could meaningfully reduce current crash and injury rates in communities across B.C.

- Minimum Passing Distance laws provide an objective standard for safe passing
- Many North American jurisdictions have enacted Minimum Passing Distance laws, and promoted the new legislation to establish public information, education, and enforcement programs supporting broader road safety goals and objectives.

Because close passing in B.C. currently counteracts policies and strategies designed to support environmentally sustainable transportation modes like cycling and walking, it is important for the provincial government to move quickly to address this issue via legislation.

# Active Transportation in B.C.

# Cycling & Walking Growth

The repurposing of road space to facilitate walking and cycling in many communities across British Columbia during COVID-19 is an extension of active transportation policies and strategies that have influenced transportation-oriented development in larger urban centres since the 1980s.

Evidence suggests that these policies and strategies have largely worked<sup>1</sup>:

- Almost one-quarter of British Columbians reported commuting by foot, bike or public transit; 93% said they expected to spend more time walking or cycling in the future.
- **2.5% of British Columbians commute by bike**; top cycle commuting cities in B.C. include Revelstoke (14%), Victoria (11%), Whistler (10%), Vancouver (6%), and Kelowna (4%).
- British Columbians spend about one-sixth of their travel time walking or cycling to typical destinations
- One-third of B.C. households have at least one school-aged child walking or cycling to school.

# Crashes & Injuries

Recent ICBC data suggests that police under-reporting of crashes over the past 10 years, particularly those involving bicycles, shows that crashes involving motor vehicles are causing more injuries and that cyclists are increasingly and disproportionately at risk,:

- On average, police attend less than one-quarter of the 2,000 crashes involving a cyclist each year, yet three-quarters of these crashes result in injury or death.
- The injury rate from ICBC-reported crashes has increased, from 29% in 2010 to 31% in 2020.

Evidence suggests that many of the factors contributing to crashes involving cyclists could be mitigated through education and enforcement; 85% of all contributing factors assigned to drivers are the result of driving behaviour, such as distraction, failure to yield, and improper passing and turning.<sup>2</sup>

<sup>&</sup>lt;sup>1</sup> B.C. Ministry of Transportation & Infrastructure 2019 Active Transportation Population Survey Report; Statistics Canada, 2016 Census.

<sup>&</sup>lt;sup>2</sup> ICBC data.

# Advocating for Safe Passing

Advocacy organizations, including the British Columbia Cycling Coalition (BCCC), the Cross Canada Cycle Tour Society, Cycling BC, and GoByBike BC Society, are asking the Government of BC to amend the MVA to include a minimum passing distance.

This recommendation also reflects the work of the Road Safety Law Reform Group of BC, a coalition of member organizations including the BCCC, Capital Bike, HUB Cycling, Mobi Bike Share, Health Officers Council of BC, Fraser Health, Interior Health, Vancouver Coastal Health, BC Injury Research and Prevention Unit, City of New Westminster, City of Victoria, City of Vancouver Active Transportation Policy Council, Modo the Car Co-op, Hastings Crossing Business Improvement Association, and the Trial Lawyers Association of B.C.

In 2016, the Road Safety Law Reform Group of British Columbia issued a position paper entitled Modernizing the BC Motor Vehicle Act, which included the following recommendation:

"[That] the MVA be amended to specify that a motor vehicle must leave at least 1 m between all parts of the vehicle (and any projecting objects) when passing a cyclist or other vulnerable road user at speeds of 50 km/h or less and at least 1.5 m at speeds in excess of 50 km/h.

Section 157 of the MVA states that an overtaking vehicle "must cause the vehicle to pass to the left of the other vehicle at a safe distance." Bicycles, however, are not "vehicles" by definition under the Act, hence there is some confusion as to whether the language of the MVA even applies to passing cyclists.

At best, it can be argued that because a cyclist has the same rights as the operator of a vehicle (Sec. 183.1), a cyclist has the right to be passed "at a safe distance." In any event, even where courts have accepted that motorists have an obligation to pass cyclists safely, what constitutes as a safe passing distance remains unclear.<sup>3</sup>

The proposed amendment would provide clarification that a motorist has a duty to leave a safe passing distance when passing a cyclist as well as definitive guidance on the minimum such distance. This avoids subjective assessments by motorist as to what constitutes a safe distance, and provide an objective standard for enforcement.

# Minimum Passing Distances in North America

Establishing safe passing legislation would help B.C. catch up to other jurisdictions with progressive road safety laws. Currently, 39 provinces and states have legislated minimum passing distances, as do a number of Canadian cities.

Many of these jurisdictions have instituted minimum distances for passing depending on facility type and/or posted speed limits:

- 3 ft / 1m for most roads.
- 5-6 ft / 1.5 m on roads with motor vehicle traffic travelling at speeds of 30 mph / 50 kph or more.

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<sup>&</sup>lt;sup>3</sup> See Dupre v. Patterson, 2013 BCSC 1561. The Court did not consider the argument that a vehicle does not include a bicycle.

#### **New Brunswick**

Motor Vehicle Act—Section 149 Part 3 (c), which was passed into legislation in 2017 as Bill 48, "An Act Respecting Ellen's Law":

"...the driver of a vehicle overtaking and passing a bicycle proceeding in the same direction...shall pass to the left at a distance of at least one metre from the bicycle..."

#### Newfoundland and Labrador

Highway Traffic Act—Subsection 96(1) c.1, which was passed into legislation in 2018:

"...shall, where the vehicle which is being overtaken is a bicycle, pass the bicycle at a distance of at least (i) one metre from the bicycle where the speed limit is 60 kilometres an hour or less, or (ii) one and a half metres from the bicycle where the speed limit is greater than 60 kilometres an hour..."

#### Nova Scotia

Motor Vehicle Act—Chapter 293, Section 171B(1), which was passed into legislation in 2010 as Bill 93:

"A driver of a vehicle shall not pass a bicycle travelling in the same direction as the vehicle that is being ridden to the far right of the driver of the vehicle on the roadway, on the shoulder or in an adjacent bicycle lane unless...the driver leaves at least one metre open space between the vehicle and the cyclist.

Notwithstanding subsection 115(2), a driver of a motor vehicle may cross a line to pass a bicycle in accordance with subsection (1) if the driver can do so safely as required by Section 100."

#### Ontario

Highway Traffic Act—Part X, Section 148 (6.1), which was passed into legislation in 2015 as Bill 31, "Making Ontario's Roads Safer Act".

"Every person in charge of a motor vehicle on a highway who is overtaking a person travelling on a bicycle shall, as nearly as may be practicable, leave a distance of not less than one metre between the bicycle and the motor vehicle and shall maintain that distance until safely past the bicycle.

(6.2) The one metre distance required by subsection (6.1) refers to the distance between the extreme right side of the motor vehicle and the extreme left side of the bicycle, including all projections and attachments."

#### Quebec

Highway Safety Code—Chapter 91, Section 341 (6.1), which was passed into legislation in 2018 as Bill 165, "An Act to amend the Highway Safety Code and other provisions".

"The driver of a road vehicle may not pass a cyclist within the same traffic lane unless it can be done safely, after reducing the vehicle's speed and ensuring that a reasonable distance can be kept between the vehicle and the cyclist during the manoeuvre.

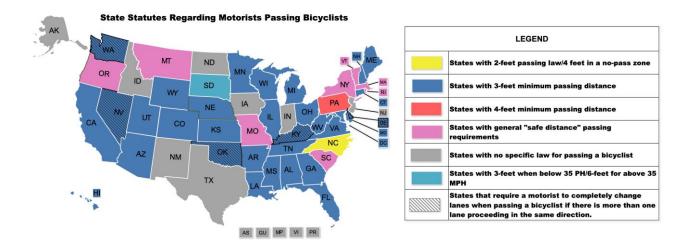
In no case may the driver of a road vehicle perform this manoeuvre if the part of the roadway on which the driver must encroach is not clear of traffic for a sufficient distance, in particular if another vehicle is oncoming or is coming up alongside the vehicle. In such a case, the driver must remain in the lane and reduce the vehicle's speed, in particular by staying behind the cyclist. ...

A reasonable distance is 1.5 m on a road where the maximum authorized speed limit is more than 50 km/h or 1 m on a road where the maximum authorized speed limit is 50 km/h or less.

This section applies to the driver of a road vehicle when meeting or passing a pedestrian, with the necessary modifications. It also applies to such a driver if the cyclist or pedestrian is travelling on the shoulder or on a cycle lane that is not separated from the roadway by a median strip or any other raised physical device."

### Minimum Passing Distance Laws in the U.S.

According to the <u>National Conference of State Legislators</u>, as of February 2021, 33 states (and the District of Columbia) have enacted minimum passing distance laws that require motor vehicle operators to leave at least 3 feet when passing a bicycle operator:



# A Safe Passing Law for B.C.

With strong evidence that close passing contribute to crash risks and injury rates, is a gender equity and social justice issue that works against contemporary transportation policies, and that similar laws have been successfully passed into law and adopted in jurisdictions across North America, it's appears to be time for B.C. to enact minimum passing distance legislation.

With the province's Active Transportation Strategy calling for walking and cycling rates to double by 2030, and RoadSafetyBC aiming for 'Vision Zero', something must be done. Across North America and in Canada new laws have been successfully passed and adopted.

The time for a Minimum Passing Distance to protect vulnerable road users in B.C. is now.

For more information:

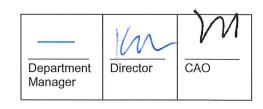
Colin Stein
Executive Director
colin.stein@bccycling.ca

Motor Vehicle Act & Regulatory Reform Subcommittee <a href="mailto:admin@bccycling.ca">admin@bccycling.ca</a>

## About The BC Cycling Coalition

The BC Cycling Coalition (BCCC) is a non-profit, member-driven society focused on active transportation and mobility in British Columbia. The BCCC works on transportation policy, engages with government, and delivers provincial cycling programs like Bike Sense and Kids on Wheels, in order to help make active transportation safe, practical and enjoyable for all British Columbians. <a href="https://www.bccc.bc.ca">www.bccc.bc.ca</a>







# The Corporation of THE CITY OF NORTH VANCOUVER ENGINEERING, PARKS & ENVIRONMENT DEPARTMENT

**REPORT** 

To:

Mayor Linda Buchanan and Members of Council

From:

Matthew Holm, Manager, Development Services

Subject:

SUBDIVISION AND DEVELOPMENT CONTROL BYLAW

AMENDMENTS – QUICK-START UPDATES TO SERVICING

REQUIREMENTS FOR DEVELOPMENTS

Date:

June 2, 2021

File No: 11-5210-01-0001/2021

The following is a suggested recommendation only. Refer to Council Minutes for adopted resolution.

#### RECOMMENDATION

PURSUANT to the report of the Manager, Development Services, dated June 2, 2021, entitled "Subdivision and Development Control Bylaw Amendments – Quick-Start Updates to Servicing Requirements for Developments":

THAT "Subdivision and Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2021, No. 8848" be considered.

#### **ATTACHMENTS**

- 1. "Subdivision and Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2021, No. 8848" (Quick-Start Updates to Servicing Requirements for Developments (CityDocs 2061165)
- 2. Black-line version of CONSOLIDATED "Subdivision and Development Control Bylaw, 2010, No. 8014" (CityDocs 2033805)

#### **PURPOSE**

This report outlines proposed changes to the Subdivision and Development Control Bylaw that are intended to reduce the associated engineering servicing requirements for small developments. These changes should help to reduce the cost and complexity of many residential and commercial renovations and detached home developments and are one of the strategies to help streamline the development approval process for the City.

Document Number: 2041070 V1

REPORT: Subdivision and Development Control Bylaw Amendments – Quick-Start Updates to Servicing

Requirements for Developments

Date: June 2, 2021

#### **BACKGROUND**

The City's Subdivision and Development Control Bylaw establishes the application procedures and fees for subdivisions as well as the required works, services, and fees and deposits for both subdivision and building permit applications. The bylaw's last significant update was in 2011, which resulted in the current fees and levels of service.

#### DISCUSSION

Given the changing costs and complexity of developments over the last 10 years, staff have prepared proposed updates to the Subdivision and Development Control Bylaw for Council's consideration. The proposed amendments (Attachment 1) include updates to the value thresholds and associated levels of service for residential and non-residential renovations. A number of minor administrative amendments are also proposed to ensure the bylaw remains consistent with current procedures and Provincial regulations. A blacklined version of the complete bylaw with the proposed amendments is provided as Attachment 2, and a summary of the changes is provided below.

By implementing these recommended changes, both the servicing cost to the applicant and the amount of engineering review required by City staff will be reduced for many renovations projects. The proposed changes have been discussed with both the Urban Development Institute (UDI) and the Homebuilders Association of Vancouver (HAVAN) as part of a joint staff/development industry liaison committee.

#### Value Thresholds

The Subdivision and Development Control Bylaw establishes the extent of required utility and public realm upgrades for all developments (including renovations). The bylaw also sets limits on the scope and cost of those upgrades based on the construction value of the proposed development. More expensive projects are typically larger in scale and complexity thereby warranting more extensive infrastructure upgrades.

The City's current renovation value thresholds were established in 2011. The categories were set to limit servicing requirements for minor renovations to only damage deposits with requirement for moderate renovations limited to necessary utilities upgrades to a maximum cost of 10% of the project value. Significant renovations were assessed as being the same as new construction. After reviewing the declared construction values for projects submitted in 2020, it is clear that the current thresholds no longer accurately reflect the cost and complexity of current renovation projects and should be increased.

There are four categories of renovation, and the proposed changes are summarized in Table 1 on the following page:

REPORT: Subdivision and Development Control Bylaw Amendments – Quick-Start Updates to Servicing Requirements for Developments

Date: June 2, 2021

Table 1

Renovation Category	Current Threshold	Proposed Threshold
Minor	Up to \$50,000	Up to \$200,000
Moderate	From \$50,000 to \$250,000	From \$200,000 to \$600,000
Significant	Greater than \$250,000	Greater than \$600,000
No Servicing Impact	Subdivisions for public use or lot line adjustment only	Any application with no increase in floor area or impact to utility demands

The minor, moderate, and significant categories will work similarly to today but have been adjusted to reflect current construction values. For example, renovations less than \$200,000 are typically modest commercial tenant improvements or residential renovations without significant additions. The last category (No Servicing Impact) permits the City Engineer to waive servicing requirements for renovations that may be greater than \$200,000 but do not propose an increase to floor space and therefore do not place an additional burden on City services. For example, a restaurant or coffee shop updating their interiors can result in high construction value but place no additional burden on City services.

While the updated thresholds would apply to both residential and non-residential renovations, the proposed changes also include differences in how residential and non-residential renovations will be assessed. Non-residential renovations between \$200,000 and \$600,000 would continue to be limited to 10% and include necessary services and public realm upgrades such as replacing aging sewer and water services and installing or replacing sidewalk that no longer meets City standards. This way, new businesses can still be supported by utility and public realm services that they need and remain affordable.

Residential renovations between \$200,000 and \$600,000 would only include necessary upgrades to underground services and be limited to 5% of the construction value. Residential properties can also sometimes have existing encroachments on City property that are required to be removed or registered and that are not included in the 5% limit.

#### Levels of Service

Minor changes were made to the levels of service table (Schedule A in the bylaw) to reduce or eliminate paving and street lighting requirements for 1 and 2-unit developments, which have a relatively high administrative burden. These changes will reduce the overall cost for these developments as well as reduce the requirement for staff to review consultant designs and manage associated performance bonding.

Street trees have been proposed to be required for 1-unit developments due to their relatively low-cost and administration to high benefit ratio.

REPORT: Subdivision and Development Control Bylaw Amendments – Quick-Start Updates to Servicing

Requirements for Developments

Date: June 2, 2021

#### **Administrative**

Schedule D of the bylaw that describes the various subdivision fees has also been updated for clarity. The information in the current bylaw was often confusing to applicants resulting in additional enquiries and payments submitted with the incorrect value. For simplicity, the proposed amendments consolidate the fees into a table.

A new fee has been proposed for phased strata plan reviews. These are typically multifamily developments where a developer chooses to create their strata plan in defined phases. The role of the Approving Officer is to ensure the development provides common amenities as required. The process and effort to review phased strata's is typically similar to reviewing a traditional subdivision and so the fee has been set at the same rate of \$1000.

#### FINANCIAL IMPLICATIONS

The proposed amendments are expected to reduce the servicing costs for many renovation projects in the City by reducing the extent of required utility and public realm upgrades. While this provides a direct benefit to the applicant, it will result in a reduction in the amount of City asset renewal delivered by minor renovation projects. As an example, currently a renovation project with a construction value between \$50,000 and \$250,000 may have to replace one or more of their underground service connections. Under the proposed changes, that work would instead have to be funded through the capital planning process.

#### INTER-DEPARTMENTAL IMPLICATIONS

The proposed bylaw amendments primarily affect building permit applications. Staff in the Building Division have been consulted on the proposed changes and a process to manage permit review has been developed. The proposed amendments have been reviewed by the Chief Building Official and the City Solicitor.

### STRATEGIC PLAN, OCP OR POLICY IMPLICATIONS

In December 2020, the Mayor's Business Advisory Working Group's Business Round Tables Report and associated recommendations were endorsed by Council, which included direction to: "Streamline business licensing, development applications and permit processes to reduce processing times and costs for business-related services. Continue to perfect the online CityService permit application." This bylaw will help reduce review times and costs for smaller permits including tenant improvements for businesses.

This bylaw also supports a number of goals in the 2018-2022 Strategic Plan by reducing the cost of some renovations (A Prosperous City, A City for People), supporting homeowners and businesses extending the life of existing buildings (A Livable City), and supporting an expanded urban tree canopy (A Livable City).

RESPECTFULLY SUBMITTED:

Matthew Holm Manager, Development Services

#### THE CORPORATION OF THE CITY OF NORTH VANCOUVER

#### **BYLAW NO. 8848**

A Bylaw to amend "Subdivision & Development Control Bylaw, 2010, No. 8014"

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

- 1. This Bylaw shall be known and cited for all purposes as "Subdivision & Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2021, No. 8848" (Quick-Start Updates to Servicing Requirements for Developments).
- 2. "Subdivision & Development Control Bylaw, 2010, No. 8014" is amended as follows:
  - A. By deleting Section 301:

"Words defined in the Land Title Act and regulations pursuant thereto and in the Municipal Act shall have the same meaning when used in this Bylaw, or any resolution of Council passed pursuant thereto, unless otherwise defined in Section 302 of this Bylaw or unless the context otherwise requires."

and replacing with the following:

"Words defined in the Land Title Act and regulations pursuant thereto and in the Community Charter and Local Government Act shall have the same meaning when used in this Bylaw, or any resolution of Council passed pursuant thereto, unless otherwise defined in Section 302 of this Bylaw or unless the context otherwise requires."

B. By deleting the following definitions in Section 302:

"Community Charter" means Community Charter 2003, c. 26 and Local Government Act 1996 RS Chapter 323 as amended." In relation, change all references to Municipal Act to Community Charter.

"Engineers Act" means Engineers and Geoscientists Act, .S.B.C. 1979, Chapter 109.

"Inspections Manager" means the person appointed by Council to serve as the City Building Inspector.

"Land Title Act" means Land Title Act, R.S.B.C. 1979, Chapter 219.

"walkway" means a highway intended for the predominant use of pedestrian traffic.

"Zoning Bylaw" means "Zoning Bylaw, 1967, No. 3778" as amended from time to time.

C. By adding the following definitions in Section 302:

"Chief Building Official" means the person appointed by Council to serve as the Chief Building Official.

"Community Charter" means the *Community Charter*, S.B.C. 2003, c. 26 and regulations enacted pursuant thereto, as may be amended.

"Land Title Act" means *Land Title Act*, R.S.B.C. 1996, c. 250 and regulations enacted pursuant thereto, as may be amended.

"Professional Governance Act" means the *Professional Governance Act*, S.B.C. 2018, c. 47, and regulations enacted pursuant thereto, as may be amended.

"storm water sewer system" means a system of works designed and constructed to control the collection, conveyance, and disposal of storm water.

"walkway" (and for clarity includes "sidewalk") means a highway intended for the predominant use of pedestrian traffic.

"Zoning Bylaw" means "Zoning Bylaw, 1995, No. 6700", as amended from time to time.

#### D. By deleting section 404:

"Where a parcel being created by a subdivision fronts on a highway, the Approving Officer may, under Section 938(2) of the Community Charter 2003 c. 26, exempt a parcel from the statutory or bylaw minimum frontage requirements."

and replacing with the following:

"Where a parcel being created by a subdivision fronts on a highway, the Approving Officer may, under Section 506(2) of the Local Government Act, exempt a parcel from the statutory or bylaw minimum frontage requirements."

#### E. By deleting section 507:

"Application for Subdivision will not be accepted if the land, or land containing heritage buildings or structures identified in the City of North Vancouver Heritage Inventory, Primary and Secondary Inventory Buildings, until Council has considered the possible designation of the land or land and structures."

and replacing with the following:

"Application for Subdivision will not be accepted if the land, or land containing heritage buildings or structures identified in the City of North Vancouver Heritage Inventory, Primary and Secondary Inventory Buildings, until Council has considered the possible heritage protection of the land or land and structures."

#### F. By deleting section 606:

"The conditional approval of any proposed subdivision shall not be construed as approval of subdivision for Land Title Purposes. Additional conditions may be established by the Approving Officer at any time in the event that new information becomes available which affects the conditional approval."

and replacing with the following:

Document: 2061165-v1

"The conditional approval of any proposed subdivision shall not be construed as approval of subdivision for Land Title Act purposes. Additional conditions may be established by the Approving Officer at any time in the event that new information becomes available which affects the conditional approval."

#### G. By deleting section 701:

"Every subdivision and development shall provide Works as required in Schedule "A" for each zone noted prior to final subdivision approval. Works required in Schedule "A" shall be constructed in accordance with the specifications in Schedule "C." Where desired, a Servicing Agreement in accordance with Schedule "B" may be used in lieu of constructing some or all of the required work."

and replacing with the following:

"Every subdivision and development shall provide Works as required in Schedule "A" for each zone noted prior to final subdivision approval or issuance of building permit as the case may be. Works required in Schedule "A" shall be constructed in accordance with the specifications in Schedule "C". In lieu of constructing the Works in advance of approval of subdivision or issuance of building permit as the case may be, the City Engineer or Approving Officer may permit the following in respect of constructing some or all of the required work:

- A Servicing Agreement in accordance with Schedule "B"; or
- one or more street use permits and sufficient security deposits."

#### H. By deleting section 702:

"The servicing provisions of this Bylaw may be waived by the Approving Officer:

- .1 For land which is subdivided for the purpose of creating parcels to support the installation of public facilities, utilities, structures and associated equipment;
- .2 for applications where the subdivision proposes a lot line adjustment, and each parcel affected is serviced by an existing water and sewer system connection and where no future subdivision potential exists."

and replacing with the following:

"The servicing provisions of this Bylaw may be waived by the Approving Officer or the City Engineer:

- .1 for land which is subdivided for the purpose of creating parcels to support the installation of public facilities, utilities, structures and associated equipment;
- .2 for applications where the subdivision proposes a lot line adjustment, and each parcel affected is serviced by an existing water and sewer system connection and where no future subdivision potential exists; or
- .3 for applications where the proposed improvements do not increase the floor area, and/or increase the utility demands of the serviced parcel."

#### I. By deleting section 703:

"The securities and servicing provisions for renovation developments for this bylaw apply as follows:

- Up to \$50,000 Security/Property Damage Deposit as per Schedule D
- Renovation between \$50,000- \$250,000 Security/Property Damage Deposit and necessary utility upgrades as per Schedule D to a maximum of 10% of the Building Permit Value as defined by the Chief Building Inspector.
- Renovations Over \$250,000 all servicing requirements herein apply.
- Full redevelopment all servicing requirements herein apply."

and replacing with the following:

#### "Non-Residential Renovations

The securities and servicing provisions for non-residential renovation developments for this bylaw apply as follows:

- Up to \$200,000 construction value
  - Security/Property Damage Deposit as per Schedule D may be required.
- Renovation between \$200,000 and \$600,000 construction value
  - Necessary utility and public realm upgrades as per Schedule D to a maximum of 10% of the construction value of the building permit as determined by the Chief Building Official, and
  - Security/Property Damage Deposit as per Schedule D.
- o Renovations over \$600,000 construction value
  - All required Works according to Schedule A, and
  - Security/Property Damage Deposits as per Schedule D.
- o Full redevelopment
  - All required Works according to Schedule A, and
  - Security/Property Damage Deposits as per Schedule D.

Notwithstanding the preceding in Section 703, all non-residential developments shall provide all utility upgrades necessary to service its intended use according to Schedule A."

J. By adding the following section 704:

#### "Residential Renovations

The securities and servicing provisions for residential renovation developments for this bylaw apply as follows:

 Up to \$200,000 construction value – Security/Property Damage Deposit as per Schedule D.

- o Renovation between \$200,000 and \$600,000 construction value
  - Necessary utility upgrades as per Schedule D to a maximum of 5% of the construction value of the building permit as determined by the Chief Building Official, and
  - Security/Property Damage Deposit as per Schedule D.
- o Renovations Over \$600,000 construction value
  - All required Works according to Schedule A, and
  - Security/Property Damage Deposits as per Schedule D.
- Full redevelopment
  - All required Works according to Schedule A, and
  - Security/Property Damage Deposits as per Schedule D.

Not withstanding the preceding in Section 704, all coach houses and other new residential infill structures shall provide all utility upgrades necessary according to Schedule A."

#### K. By deleting Section 801:

"All works required to be constructed and installed at the expense of the Owner shall be constructed and installed to the standards prescribed in Schedule "A" before the Approving Officer approves the subdivision plan or the Inspections Manager issues the building permit unless the Owner:

- .1 deposits with the City, a security deposit in the amount of 130% of the estimated construction cost, as accepted by the City Engineer, based on professional detailed designs and estimates for installing and paying for all works required under this Bylaw; and
- enters into a Servicing Agreement with the City in accordance with the form prescribed in Schedule "B," to construct and install the required works by a specified date or forfeit to the City the amount secured by the security deposit."

and replacing with the following:

"All works required to be constructed and installed at the expense of the Owner shall be constructed and installed to the standards prescribed in Schedule "A" and before the Approving Officer approves the subdivision plan or the Chief Building Official issues the building permit, the Owner:

- .1 deposits with the City, a security deposit in the amount of 130% of the estimated construction cost, as accepted by the City Engineer, based on professional detailed designs and estimates for installing and paying for all works required under this Bylaw; and
- .2 enters into a Servicing Agreement with the City substantially in the form of agreement attached as Schedule "B," to construct and install the required works by a specified date or forfeit to the City the amount secured by the security deposit."

L.	By deleting Section	on 901:				
	"The following is a list of schedules attached hereto and which form a part of this Bylaw					
	Schedule "A" Schedule "B" Schedule "C" Schedule "D" Schedule "E"	Required Levels Servicing Agreer Design Criteria, S Fees and Depos Highway Classifi	nent Specifications, and Standard Drawings its			
	and replacing wit	h the following:				
	"The following is a	a list of schedules a	attached hereto and which form a part of this Bylaw:			
	Schedule "A" Schedule "B" Schedule "C" Schedule "D" Schedule "E"	Required Works Form of Servicing Design Criteria, S Fees and Depos Highway Classifi	Specifications and Standard Drawings its			
M.	By deleting the Table in Schedule "A" Required Levels of Service and replacing with the Schedule "A" attached to this bylaw.					
N.	By deleting the tit	deleting the title of Schedule "B":				
	"Typical Servicing Agreements"					
	and replacing with the following:					
	"Form of Servicin	g Agreement"				
Ο.	By deleting Sche attached to this b		nd Deposits and replacing with the Schedule "D"			
			READ a first time on the <> day of <>, 2021.			
			READ a second time on the <> day of <>, 2021.			
			READ a third time on the <> day of <>, 2021.			
			ADOPTED on the <> day of <>, 2021.			
			MAYOR			

CORPORATE OFFICER

# SCHEDULE "A" REQUIRED WORKS

#### General

Applicants for Subdivision and Building Permits are required to provide Works identified in Sections 1 to 10 unless otherwise provided by Development Variance Permit.

### **Levels of Infrastructure Improvement Table**

	1-Unit	2-Unit	3-Units & larger	Subdivision
Highways/Public Realm				
Roads Repaving			50%	50%
Lanes Repaving			50%	50%
Sidewalk	X <sup>1</sup>	X <sup>1</sup>	Х	Х
Curb and Gutter	x <sup>1</sup>	x <sup>1</sup>	Х	Х
Lane dedication	Х	Х	Х	Х
Off-site landscaping	Professional not required	Professional not required	х	х
Water severance	X	Х	Х	Х
Water connection	Х	Х	Х	Х
Watermain extension and upgrade	May be required <sup>2</sup>	May be required <sup>2</sup>	If demand exceeds capacity	If demand exceeds capacity
Fire Hydrants			Х	Х
Storm severance	Х	Х	Х	Х
Storm connection	Х	Х	Х	Х
Storm main extension	May be required <sup>3</sup>	If required to connect to storm system	If required to connect to storm system	If required to connect to storm system
Sanitary severance	Х	x	x	x
Sanitary connection	Х	Х	Х	Х
Sanitary main extension and	May be	May be	If load exceeds	If load exceeds
upgrade	required <sup>4</sup>	required4	capacity	capacity
Street lighting		<b>X</b> <sup>1</sup>	X	X
Hydro, telephone & cable underground servicing			x	x
Hydro, telephone & cable distribution & transmission line Undergrounding, where feasible, by Outside Utility agencies			х	х
Private lands				
On-site landscaping	Professional not required	Professional not required	х	х

<sup>&</sup>lt;sup>1</sup> Applies to frontage only.

<sup>&</sup>lt;sup>2</sup> Applies when water supply demand increases beyond existing supply due to new sprinkler load.

<sup>&</sup>lt;sup>3</sup> Applies where property is not serviced by a storm sewer, extension is flat rate as per the "Sewerage and Drainage Utility Bylaw, 1995, No. 6746".

<sup>&</sup>lt;sup>4</sup> Applies when property load will exceed existing capacity, improvement is flat rate as per the "Sewerage and Drainage Utility Bylaw, 1995, No. 6746".

# SCHEDULE "D" FEES AND DEPOSITS

#### **Preliminary Application Fees:**

The following fees payable with a Preliminary Application are as follows:

Type of Application	Fee	Fee Type
Realignment of Lot Line	\$600	Per Application
Creating New Lots, Air Space Subdivision, and Bare Land Strata	\$1,000	Per Application
	\$100	For First Lot Created
	\$50	For Each Additional Lot Created
Phased Strata Plan	\$1,000	Per Application

**Fee Calculation Example**: If you were proposing to split a single lot into two, the fees would be: \$1,000 processing fee + \$100 for the first lot created + \$50 for the second lot created = \$1,150.

**Conditional Approval Extension:** The following fee is payable to extend conditional approval of a subdivision application:

Conditional Approval Extension Fee	\$250	For each extension granted	
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**Final Subdivision Review:** The following fee is payable with each request to perform a final subdivision review and receive Approving Officer signature.

Plan Examination Fee	\$500	For each request
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#### Payable Prior to Subdivision Approval or Building Permit Issuance

**Servicing Agreement Administration Fee: \$500** 

Fee covers City cost only for staff processing of servicing agreement preparation.

**Servicing Agreement Renewal Administration Fee:** \$500

Fee covers City cost only for staff processing of servicing agreement preparation.

#### **Construction Process Administration Fee**

A construction process administration fee is payable whenever a servicing or landscaping agreement is required. The Fee shall be calculated in accordance with the following table:

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#### **Estimated Value of Engineering Works**

\$	% fee
1 to 100,000	5.50%
100,001 to 250,000	5.00%
250,001 to 500,000	4.50%
500,001 to 1,000,000	4.00%
Over 1,000,000	3.75%

#### Minimum Construction Process Administration Fee: \$100

# Water Service Severance / Connection as per "Water Utility Bylaw, 1994, No. 6417", as amended

Water Service Severance / Connection Fee covers City cost only to sever an existing service and/or install a new service or re-connect an existing service.

# Sewer Service Severance / Connection as per "Sewerage and Drainage Utility Bylaw, 1995, No. 6746", as amended

Sewer Service Severance / Connection Fee covers City cost only to sever an existing service and/or install an existing service.

#### Property Security/Damage Deposit \*\*

Deposit covers the cost of possible damage to City property which occurs during construction on private property adjacent to City streets. Upon completion of the remedial works, that portion of the deposit not required shall be returned to the Depositor.

- \*\* Where, in the opinion of the City Engineer, or the Chief Building Inspector, proposed excavation poses a risk to public property, additional damage deposits may be required, in accordance with "Construction Regulation Bylaw, 2003, No. 7390", Part 7.3.63, as amended.
  - o **Residential Building Permit Application under \$600,000:** \$1,000 Payable prior to issuance of Building Permit Issuance.
  - Residential Building Permit Application \$600,000 or more: \$1,000 per unit to a maximum of \$20,000, with a minimum of \$2,500.
  - Commercial / Industrial: \$150/frontage metre of abutting highway, minimum of \$5,000 rounded to the closest \$100.

#### **Security/Damage Deposit Administration Fee: \$280**

Fee covers City cost only for staff processing of deposit management.

The developer is responsible for requesting City Staff review the security/damage deposit/bond upon completion of the works and maintenance period. If after 2 years from the date of Certificate of Total Completion or Final Occupancy, the applicant will forfeit the deposit(s)/bond to the City.

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### THE CORPORATION OF THE CITY OF NORTH VANCOUVER

## "SUBDIVISION & DEVELOPMENT CONTROL BYLAW, 2010, No. 8014"

### **CONSOLIDATED FOR CONVENIENCE – September 9, 2013**

Amendment Bylaw, 2012, No. 8230	Schedule A
Amendment Bylaw, 2013, No. 8278	Pedestrian Curb Drop Design and MMCD
	Updates

#### THE CORPORATION OF THE CITY OF NORTH VANCOUVER

#### Bylaw No. 8014

A Bylaw to regulate and require the provision of works and services in respect of the subdivision and development of lands and to establish the standard of services to be provided.

The Council of the Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

#### PART 1 - INDEX

**101** This Bylaw, for purposes of convenience only, is divided into the following parts:

Part	Title	Section	Page
1.	Index	101	1
2.	Title	201	1
3.	Definitions	301 - 302	2-4
4.	Administration	401 - 404	4
5.	Application	501 - 507	5
6.	Approvals	601 - 606	6
7.	Servicing Requirements	701 - 702	7
8.	Completion of Works	801 - 803	8-9
9.	Bylaw Schedules	1001	10
10.	Repeal		10

#### PART 2 - TITLE

This Bylaw may be cited for all purposes as the **"Subdivision and Development Control Bylaw, 2010, No. 8014"**.

### **PART 3 - DEFINITIONS**

- Words defined in the Land Title Act and regulations pursuant thereto and in the Municipal ActCommunity Charter and Local Government Act shall have the same meaning when used in this Bylaw, or any resolution of Council passed pursuant thereto, unless otherwise defined in Section 302 of this Bylaw or unless the context otherwise requires.
- **302** In this Bylaw, unless the context otherwise requires;

"accepted" means as accepted by the City Engineer.

"access" means an area improved for vehicular travel located on the highway, running from property line to the traveled way.

"Advisory Design Panel" means an advisory body established by the Council of the City by Bylaw.

Approving Officer" means the person who is appointed by Council under the Land Title Act.

"arterial" means a highway so designated in Schedule "E."

"building area" means that part of a parcel of land on which can be constructed a building in accordance with the relevant Bylaws of the City.

"City Engineer" means the chief administrator of the Engineering, Parks and Environment Department and his/her successors in function and their respective nominees.

"collector" means a highway so designated in Schedule "E."

<u>"Community Charter" means the "Community Charter, S.B.C. 2003, c. 26 and regulations enacted pursuant thereto, as may be amended."</u>

"complete" or any variation thereof when used with respect to the works referred to herein, means completion to the acceptance of the City Engineer.

"conditional approval" means the conditional approval by the Approving Officer of a proposed subdivision plan, and outlines the requirements which must be fulfilled to obtain approval of a subdivision plan.

"Community Charter" means, "Community Charter 2003, c. 26 and Local Government Act 1996 RS Chapter 323 as amended." In relation, change all references to Municipal Act to Community Charter.

"crossing" means a sidewalk, curb or boulevard crossing for vehicular access.

"drainage system" means a system of works designed and constructed to control

the collection, conveyance and disposal of surface and other storm water.

"Engineers Act" means; "Engineers and Geoscientists Act, R.S.B.C. 1979, Chapter 109."

"Inspections ManagerChief Building Official" means the person appointed by Council to serve as the CityChief Building InspectorOfficial.

"lane" means a highway allowance less than 10m in width.

"Landscape Architect" means a member of good standing registered in the British Columbia Society of Landscape Architects.

"Land Title Act" means, "<u>Land Title Act</u>, R.S.B.C. <u>19791996</u>, <u>Chapter c. 219250 and regulations enacted pursuant thereto, as may be amended</u>."

"Local Government Act" means the Local Government Act, R.S.B.C. 2015, c. 1 and regulations enacted pursuant thereto, as may be amended.

"Local Road" means a highway so designated in Schedule "E."

"Community Charter" means, "Community Charter 2003, c. 26 and Local Government Act 1996 RS Chapter 323 as amended." In relation, change all references to Municipal Act to Community Charter.

"Owner" means an Owner as defined in the Land Title Act or his/her duly authorized representative.

"Owner's contractor" means the person or firm appointed by the Owner to construct the works.

"Owner's Engineer" means the Professional Engineer engaged by the Owner to design and/or supervise the works.

"Parcel" means any lot, block or other area in which land is held or into which it is subdivided, but does not include a highway.

"Professional Engineer" means a person who is registered or licensed under the Engineers Act.

<u>"Professional Governance Act" means the Professional Governance Act, S.B.C.</u> 2018, c. 47, and regulations enacted pursuant thereto, as may be amended.

"sanitary sewer system" means a system of works designed and constructed to control the collection, conveyance and disposal of sanitary sewage.

"security deposit" means cash or a letter of credit acceptable to the City Treasurer/Collector.

"storm water management" means a plan indicating the means by which storm

plan" water will be managed within and through a subdivision or development.

<u>"storm water sewer system" means a system of works designed and</u> constructed to control the collection, conveyance and disposal of storm water.

"subdivision" means the division of land into two or more parcels, whether by plan, apt descriptive words, or otherwise.

"street" means a highway allowance of 10m or more in width.

"surveyor" means a land surveyor licensed and registered in the province of British Columbia.

"walkway" <u>also referred to as(and for clarity includes "sidewalk")</u> means a highway intended for the predominant use of pedestrian traffic.

"water system" means a system of works designed and constructed to control the supply, conveyance and distribution of potable water within the meaning of the Health Act.

"works" means any service, facility or utility which is required by this Bylaw and included facilities for the supply and distribution of water, collection and disposal of sewage; collection and disposal of storm water; street lighting; highways, curbs, gutters, sidewalks, boulevards, boulevard landscaping, on-site landscaping; and, the underground supply and distribution of electrical power, telephone, gas and cablevision.

"Zoning Bylaw" means "Zoning Bylaw, <u>19671995</u>, No. <u>37786700</u>," as amended from time to time

### **PART 4 - ADMINISTRATION**

- 401 The Approving Officer shall maintain a record of all subdivision applications submitted under this Bylaw which shall indicate the final disposition of all applications.
- The City Engineer or Inspections Manager or their designated representatives are hereby authorized to enter at all reasonable times upon any property to ascertain whether the regulations or directions of this Bylaw are being observed.
- 403 The provisions of this Bylaw are severable. If, for any reason, any provision is held to be invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Bylaw.
- Where a parcel being created by a subdivision fronts on <u>a highwaya highway</u>, the, <u>Approvingthe Approving</u> Officer may, under Section <u>938506(2)</u> of the <u>Community CharterLocal Government Act-2003 c. 26</u>, exempt a parcel from the

statutory or bylaw minimum frontage requirements.

### **PART 5 - APPLICATION**

- **501** Before applying for approval of a subdivision plan an Owner may apply for conditional approval.
- Applications for conditional approval shall be submitted to the Approving Officer on the prescribed form accompanied by the fee prescribed in Schedule "D." The application form is to be signed by the Owner.
- An application for a building permit shall be submitted to the Community Development Department on the prescribed form.
- Owners are required, as a condition of subdivision plan approval or building permit issuance, to provide works and services in accordance with this Bylaw.
- All works required pursuant to Section 504 shall be constructed and installed at the expense of the Owner prior to the granting of subdivision plan approval or prior to the issuance of a building permit, unless the Owner of the land complies
- **506**505 complies with the requirements of Part 8 and other relevant parts of this Bylaw.
- 507506 Prior to the issuance of any building permit the Owner shall provide a refundable security deposit for damage to public facilities. The value of the security deposit shall be determined from Schedule "D."
- 508507 Application for Subdivision will not be accepted if the land, or land containing heritage buildings or structures identified in the City of North Vancouver Heritage Inventory, Primary and Secondary Inventory Buildings, until Council has considered the possible <a href="heritage protection designation">heritage protection designation</a> of the land or land and structures.

The Corporation of the City of North Vancouver Bylaw No. 8014 CONSOLIDATED VERSION

### **PART 6 - APPROVALS**

- When all the requirements of the conditional approval have been met the Owner may apply for subdivision plan approval. Where a conditional approval has not been requested formal approval will be withheld until all appropriate fees, charges and required agreements have been deposited.
- 602 A letter requesting subdivision plan approval shall be accompanied by the appropriate fee as prescribed in Schedule "D."
- Applications for subdivision plan approval and building permits will be reviewed for compliance with the requirements of this Bylaw and other relevant municipal and provincial legislation. Approval of a subdivision plan or the issuance of a building permit does not imply that the City will expend City funds on works in support of the subdivision or development.
- Where a proposed subdivision included the creation of a highway across an established right-of-way or easement held by a railway company, a public utility or any other authority, the Owner shall be required to provide, at his/her own expense, from the holder of such right-of-way or easement, the necessary legal agreements regarding the creation of the highway containing all necessary services and utilities before final approval for subdivision is granted.
- The Owner shall satisfy the requirements of the <u>Land Title Act</u> with respect to flooding prior to requesting subdivision plan approval.
- The conditional approval of any proposed subdivision shall not be construed as approval of subdivision for Land Title Act purposes. Additional conditions may be established by the Approving Officer at any time in the event that new information becomes available which affects the conditional approval.

The Corporation of the City of North Vancouver Bylaw No. 8014 CONSOLIDATED VERSION

### **PART 7 - SERVICING REQUIREMENTS**

- To a Every subdivision and development shall provide Works as required in Schedule "A" for each zone noted prior to final subdivision approval or issuance of building permit as the case may be. Works required in Schedule "A" shall be constructed in accordance with the specifications in Schedule "C." Where desired, a Servicing Agreement in accordance with Schedule "B" may be used in lieu respect of constructing some or all of the required work In lieu of constructing the Works in advance of approval of subdivision or issuance of building permit as the case may be, the City Engineer or Approving Officer may permit the following in respect of constructing some of all of the required work:
  - aA Servicing Agreement in accordance with Schedule "B"- or
  - one or more street use permits and sufficient security deposits.
- The servicing provisions of this Bylaw may be waived by the Approving Officer<u>or the City</u>
  <u>Engineer</u>:
  - .1 f=or land which is subdivided for the purpose of creating parcels to support the installation of public facilities, utilities, structures and associated equipment;
  - for applications where the subdivision proposes a lot line adjustment, and each parcel affected is serviced by an existing water and sewer system connection and where no future subdivision potential exists; or-
  - 2.3 for applications where the proposed improvements do not ,and increase the floor area, and/or increase the utility demands of the serviced parcel.

### **703** Non-residential Renovations

The securities and servicing provisions for <u>non-residential</u> renovation<u>s requiring a building permit</u> <u>developments</u> <u>for this bylaw applyare</u> as follows:

- .1 Up to \$50,000200,000 construction value:
  - Security/Property Damage Deposit as per Schedule D may be required.
- - Necessary <u>utility and public realm</u>-upgrades as per Schedule D to a maximum of 10% of the <u>Building Permit Valueconstruction</u> <u>value of the building permit</u> as <u>defined determined</u> by the Chief Building <u>InspectorOfficial</u>; and
  - Security/Property Damage Deposit as per Schedule D.

- .3 Renovations Over \$250,000600,000 construction value:—
  - all servicing requirements herein applyAll required Works according to Schedule A; and
  - Security/Property Damage Deposits as per Schedule D.-

### .4 Full redevelopment

- All required Works according to Schedule A; and
- Security/Property Damage Deposits as per Schedule D.
   all servicing requirements herein apply.

Notwithstanding the preceding in Section 703, all non-residential developments shall provide all utility upgrades necessary to service its intended use according to Schedule A.

### 704 Residential Renovations

The securities and servicing provisions for residential renovation developments for this bylaw apply as follows:

- .1 Up to \$200,000 construction value
  - Security/Property Damage Deposit as per Schedule D-may be required when development activity is likely to damage City Assets.
- .2 Renovation between \$200,000 and \$600,000 construction value-
  - Necessary utility upgrades as per Schedule D to a maximum of 5% of the construction value of the building permit as determined by the Chief Building Official; and
  - Security/Property Damage Deposit at % of value or \$ .as per Schedule D.
- .3 Renovations Over \$600,000 construction value:
  - All required Works according to Schedule A, and
  - Security/Property Damage Deposits as per Schedule D.
- .4 Full redevelopment:
  - All required Works according to Schedule A, and
  - Security/Property Damage Deposits as per Schedule D.

twithstanding	the preceding in	n Section 704,	all coach ho	uses and othe	er new resider	ntial i
<u>uctures shall p</u>	orovide all utility	<u>upgrades nec</u>	essary acco	rding to Sched	<u>lule A.</u>	
	of the City of North	.,			Document: 57	

### PART 8 - COMPLETION OF WORKS

- All works required to be constructed and installed at the expense of the Owner shall be constructed and installed to the standards prescribed in Schedule "A" and before the Approving Officer approves the subdivision plan or the <a href="Inspections">Inspections</a> ManagerChief Building Official issues the building permit, unless the Owner must:
  - .1 deposits with the City, a security deposit in the amount of 130% of the estimated construction cost, as accepted by the City Engineer, based on professional detailed designs and estimates for installing and paying for all works required under this Bylaw; and
  - 2 [if required by the Approving Officer], enters into a Servicing Agreement with the City in substantially in the form of agreement accordance with the form prescribed in attached as Schedule "B," to construct and install the required works by a specified date or forfeit to the City the amount secured by the security deposit.
- Where the physical construction of part or all of the works required under this Bylaw is considered by the City Engineer to be premature, the requirement may be fulfilled by the payment of a non-refundable cash deposit equal to 130% of the amount estimated by the City to cover the cost of the required works. This deposit will be used by the City at a future time when construction of the works becomes feasible.
- Where works and services are to be installed on the property to be developed without City Inspection prior to the signing of a subdivision plan, the installed works and services shall not be connected to the City's works, services or utilities, and the City shall not accept the works and services installed on-site until:
  - .1 The works have been certified by a Professional Engineer as designed and constructed in substantial compliance with Schedule "A" of this Bylaw.
  - 2 Drawings have been received and accepted.
  - .3 The City has inspected the works and notified the Owner in writing of not detecting any apparent construction deficiencies and that the works are in substantial compliance with Schedule "A" of this Bylaw.
  - .4 The Owner has entered into an agreement with the City, in which he covenants and agrees to:
    - a. Maintain all of the said works and services in complete repair for a period of two (2) years.
    - b. Remedy any defects which develop during the maintenance period and pay to the City any costs resulting from damage to other works or property resulting therefrom.

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- c. Pay a maintenance deposit which shall remain on deposit with the City for the duration of the maintenance period. The maintenance deposit shall be a minimum 20% of the estimated construction cost.
  - The developer must request the deposit refund upon completion of the works. If after 2 years from the date of the Certificate of Total Completion, and or Final Occupancy, the applicant has not requested the refund of the deposits, the funds will default to the City.
- d. Pay to the City all administration fees pursuant to Schedule "D" of this Bylaw all fees and legal costs incurred by the City in accepting and taking over such works and services.
- e. The Owner has made application for connections to City works.

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### **PART 9 - BYLAW SCHEDULES**

**901** The following is a list of schedules attached hereto and which form a part of this Bylaw:

Schedule "A" Required Levels of Works

Service Schedule "B" Servicing Agreement

Schedule "C" Design Criteria, Specifications, and Standard Drawings

Schedule "D" Fees and Deposits

Schedule "E" Highway Classification Map

### PART 10 - REPEAL

**1001** "City of North Vancouver Subdivision Control Bylaw, 1991, No. 6200," as amended, is hereby repealed.

READ a first time by the Council on the 13<sup>th</sup> day of December, 2010.

READ a second time by the Council on the 13<sup>th</sup> day of December, 2010.

READ a third time and passed by the Council on the 13<sup>th</sup> day of December, 2010.

RECONSIDERED and finally adopted by the Council, signed by the Mayor and City Clerk and sealed with the Corporate Seal on the 10<sup>th</sup> day of January, 2011.

"Darrell R. Mussatto"
MAYOR

<u>"Robyn G. Anderson"</u> CITY CLERK

### **SCHEDULE A**

### Required Levels of Works Service

### **GENERAL**

Applicants for Subdivision and Building Permits are required to provide <u>WorksServices</u> identified in Sections 1 to <u>7–10</u> unless otherwise provided by Development Variance Permit.

### Levels of <u>Infrastructure Improvement</u>Service Table

	1-Unit	2-Unit	3-Units & larger	Subdivision
Highways/Public Realm				
Roads Repaving		<del>50%</del>	50%	50%
Lanes Repaving	X	<del>50%</del>	50%	50%
Boulevard Sidewalks	<u>x</u> 1	<u>x</u> 1x x1	Х	Х
Curb and Gutter	<u>x</u> X <sup>1</sup>	<b>X</b> <sup>1</sup>	Х	Х
Lane dedication	Х	Х	Х	Х
Off-site landscaping	Professional not required Street trees not required	Professional not required	x	x
Water severance	X	X	X	X
Water connection	X	X	X	X
Watermain	May be	May be	If loaddemand	If loaddemand
<u>extensionimprovement</u> extension	required <sup>2</sup>	<u>required<sup>2</sup>x</u>	exceeds	exceeds
and upgrade			<u>capacity</u> <del>x</del>	<u>capacity</u> <del>x</del>
Fire Hydrants Storm severance	.,		X	X
	X	X	X	X
Storm connection	X	X	X	X
Storm main extension	May be required <sup>⊴</sup>	If required to connect to storm systemMay be required3x	If required to connect to storm system*	x If required to connect to storm system
Sanitary severance	X	X	X	X
Sanitary connection	X	X	X	X
Sanitary main	May be	May be		If load exceeds
extensionimprovementextension and upgrade	required4	<u>required<sup>4</sup>x</u>	<u>capacity</u> x	<u>capacity</u> <del>x</del>
Street lighting	May be required	X <u>x</u> 1	Х	Х
Hydro, telephone & cable underground servicing		×	Х	х

Hydro, telephone & cable distribution & transmission line Undergrounding, where feasible, by Outside Utility agencies			х	х
Private lands				
On-site landscaping	Professional not required	Professional not required	х	х

<sup>&</sup>lt;sup>1</sup> Applies to frontage only

Where works are performed by City forces a professional is not required.

Where works are performed by Developers contractor's professionals are required except where designated above.

50% means from development site to the centre of road or lane

<del>bylaw</del>

<sup>&</sup>lt;sup>2</sup> Applies when water supply demand increases beyond existing supply due to new sprinkler load

<sup>&</sup>lt;sup>3</sup> Applies where property is not serviced by a storm sewer, extension is flat rate as per —the Sewer Sewerage and Drainage Utility Bylaw, 1995, No. 6746 —bylaw

<sup>&</sup>lt;sup>4</sup> Applies when property load will exceed existing capacity, improvement is flat rate as per the Sewerage and Drainage Utility Bylaw, 1995, No. 6746

Where works are performed by City forces a professional is not required.

Where works are performed by Developers contractor's professionals are required except where designated above.

50% means from development site to the centre of road or lane.

### 1. HIGHWAYS

Highways in or immediately adjacent to the noted uses shall be provided in accordance with Table 1 and designed and constructed in accordance with Schedule "C." Where a Highway abuts two different uses, the highest requirement shall apply.

#### 1. Lane Dedication

Where a development abuts onto a lane allowance which is less than 6.1 metres in width, or where the established lane pattern is incomplete, the Approving Officer or Inspections Manager may require that a portion of property be dedicated as lane allowance.

### 2. Access to Highways

- 1. For all parcels in the City, pedestrian access to an opened lane, street or walkway may be permitted at any location.
- 2. Unless otherwise specifically provided for in this or some other Bylaw; for parcels fronting on both an opened street and an opened lane, vehicular access shall be from the lane.
- 3. Any crossing for which approval has been withdrawn shall be removed and replaced in accordance with Schedule "C."
- 4. All access design and construction shall comply with the provisions of Schedule "C."
- 5. The number, location and width of driveways for each parcel shall be in accordance with Zoning Bylaw.

TABLE 1

	IADELI				
USES*					
	Commercial/Industrial High Density Residential	Others			
Right of Way width for:					
arterials	30m	24m			
• collector	24m	24m			
• local	20m	20m			
• lanes	6.1m	6.1m			
Pavement width of:					
arterials	20m	20m			
• collector	15m	12m			
• local	12m	9m			
• lanes	5m	5m			

Concrete curb, gutter and sidewalks are required on both sides of all highways in all zones.\*\*

\* For the purposes of Table 1:

<u>Commercial/Industrial/High Density Residential Uses</u> means all parcels zoned under the Zoning Bylaw which are designated for Commercial, Industrial purposes or Residential areas with densities of 175 units per hectare and over.

<u>Others</u> mean all parcels zoned under the Zoning Bylaw which are designated for uses not included in Commercial/Industrial/High Density Residential.

- \*\* Where construction standards within the block under redevelopment meet all of the following, the City Engineer may permit the retention of the standard existing on the street:
  - consistent for at least 75% of the street frontage;
  - have no significant defects;
  - are not more than 20 years old;
  - are at variance with the design standards contained in this Bylaw.

#### 2. WATER SYSTEM

All parcels shall be serviced by potable water and a fire hydrant system supplied from municipal mains designed and installed in accordance with Schedule "C" to this Bylaw and the Building Bylaw.

### 3. STORM DRAINAGE

All parcels shall be serviced by a municipal drainage system designed and installed in accordance with Schedule "C", considering on site drainage system to the City Engineer's and Inspections Manager's satisfaction. Alternative storm water management is required with overflow to the municipal drainage system.

Refer to Metro Vancouver's (as the GVRD) Report on Storm Water Management, "Stormwater Best Management Practices" (1991) and Provincial Stormwater Planning reference "Stormwater Planning: A Guidebook for British Columbia" (May 2002)

All the storm water initiatives shall be maintained by the property owner in perpetuity.

### 4. SANITARY SEWER

All parcels shall be serviced by a municipal sanitary sewer system designed and installed in accordance with the requirements of Schedule "C," and owners shall ensure that sanitary sewage meets GVS & DD standards.

### 5. STREET LIGHTING

Illumination on all streets is required in accordance with Schedule "C" and shall meet current IES design standards for pedestrian and roadway lighting.

### 6. HYDRO, TELEPHONE, AND CABLEVISION

- **1.** All new distribution systems shall be underground and all new services to each parcel shall be underground, except for 1-Unit dwelling parcels, unless created through subdivisions after January 10, 2011.
- **2.** Where a permit to excavate a street or lane is refused by the City Engineer, an electrical service connection may have overhead access.

3. The above requirement shall not apply to an electrical access to existing buildings until such time as the building is demolished or where the cost of renovations requested are greater than 50% of the assessed value.

### 7. LANDSCAPING

### 1. On-site

All parcels which are the subject of a building permit application, shall submit to the Inspections Manager a Landscape plan and detailed specifications, prepared by a Landscape Architect and designed in accordance with British Columbia Society of Landscape Architect Standards. Plans submitted for one unit and two unit family residential uses, as defined in the Zoning Bylaw, do not require preparation by a Landscape Architect.

Plans submitted shall address the following:

- all areas to be planted, including the boulevard.
- native trees and or planting to retained, restored or replaced.
- fencing of private yards and screening of garbage storage areas.
- on site storm water management
- treatment of all exterior surfaces including walkways, decks, patios, driveways on private yards including the boulevard.
- grading, lighting and drainage of planted areas.
- a detailed plant list specifying the botanical and common names, size, species and condition of all plant material to be used.
- other relevant landscape features including trellis, benches, gazebo, fountain, light fixtures, etc.
- .2 Landscape plans are subject to review by the Advisory Design Panel and approval of the City Engineer and Inspections Manager;
- .3 Building Permits will not be issued until an agreement and security deposit pursuant to Schedule "B" of this Bylaw have been received.

### 2. BOULEVARD

Boulevards shall be landscaped to include street trees, ground cover and entrances (walks and/or crossings) and shall be designed and constructed in accordance with Schedule "C".

### **SCHEDULE B**

### **Typical Form of Servicing Agreement**

- 1. Servicing Agreement
- 2. Landscaping Agreement

### TYPICAL SERVICING AGREEMENT

No
between
THE CORPORATION OF THE CITY OF NORTH VANCOUVER
and
Date

### **SERVICING AGREEMENT**

THIS	AGREEMENT made this	day of	, 201 ;
BETV	VEEN:		
	incorporated under the "Lo	ocal Government A Municipal Offices at	VANCOUVER, a Municipality act" of the Province of British to 141 West 14th Street, North
		(her	einafter called the "Municipality")
AND:			OF THE FIRST PART
			(hereinafter called the "Owner")
			OF THE SECOND PART
A.			emises within the City of North a, more particularly known and
	FOR CLARITY, ALSO KNOW	WN AS:	
			(hereinafter called the "Lands")
B.	The Owner desires to subdiv	vide the Lands or dev	elop on the Lands.
C.	subdivision of the Lands or th	ne development respond Agreement, and the po	or has agreed to approve the ectively, subject to the terms and osting with the Municipality of the

The Corporation of the City of North Vancouver Bylaw No. 8014 CONSOLIDATED VERSION

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the promises, covenants and agreements hereinafter set forth, the parties hereto covenant, agree, represent and promise as follows:

### **APPENDICES**

1. The following Appendices will be read with and form part of this Agreement:

Appendix "A"- A copy of the subdivision plan of the Lands or the building permit for the development on the Lands.

Appendix "B"- Also known as *Schedule of Deposits*A list of the Works and an estimate of their respective construction costs.

Appendix "C"- Construction drawings to be used for construction of the Works.

## OWNER TO DO WORK

2. The Owner covenants and agrees to construct and provide all the Works listed and shown on Appendices "B" and "C" hereto, as approved by the Municipality, in accordance with the standards contained in Schedule "A" of Subdivision and Development Control Bylaw, 1991, No. 6200 and amendments thereto. The Owner will, upon the request of the Municipality and to the satisfaction of the Municipality, do, or cause to be done, all such further acts or deeds, or provide any necessary rights-of-way, easements and assurances for the execution of this Agreement.

## TRANSFER OF INTEREST IN WORKS

3. The Owner covenants and agrees with the Municipality to assign, transfer and convey to the Municipality all of its right, title and interest in the Works in rights-of-way on any and all of the Lands, upon or in which the Works are situate, upon the completion of the Works, as witnessed by the issuance of a Certificate of Final Completion prepared, signed, stamped and submitted by the Owner's Engineer to the City Engineer.

### PERMISSION TO DO WORK

4. The Municipality covenants and agrees to permit the Owner to construct the Works on the terms and conditions herein, as specified in Appendix "C". Nothing in this Agreement shall be construed as an undertaking, promise or covenant on the part of the Municipality to make available the use of or access to the Works for any purpose, but rather the Municipality reserves the right in its sole and absolute discretion to make available, operate, alter, use, extend, diminish, discontinue, tear up, sell, rent or otherwise dispose of the Works as the Municipality from time to time deems fit.

## CHANGES TO BYLAWS

5. The Owner covenants and agrees to comply with any changes in subdivision requirements or standards enacted by Bylaw prior to the actual commencement upon the Lands of the Works contemplated by this Agreement.

### LOT GRADING 6. The Owner covenants and agrees to adhere in all

respects to the contours, elevations and drainage patterns indicated on the lot grading plan or storm water management plan and the traffic management plan prepared by the Owner's Engineer indicated in Clause 11 hereof, and which are attached as Appendix "C" to this Agreement.

### START OF WORK

7. The Owner covenants and agrees not to commence work until the City Engineer provides the Owner with written permission to proceed with construction.

## COMPLETION OF WORK

8. The Owner shall complete the construction of the Works, specified in Appendix "B" and "C" to the satisfaction of the Municipality, within 365 days of the date of this Agreement.

In the event that landscape work cannot be completed due to inclement weather conditions, the Security Deposit as required in Clause 29, shall be renewed so as to include two complete growing seasons.

### OWNERS TO GRANT RIGHTS OF WAY

9. The Owner covenants and agrees to grant to the Municipality all necessary road dedications, statutory rights-of-way and easements over the Lands to accommodate the Works. Where the Works are located upon or under privately owned lands other than the said Lands, the Owner shall obtain at the Owner's expense and to the satisfaction of the Municipality, all necessary road dedications, statutory rights-of-way and easements over such lands, in favour of the Municipality where applicable, to accommodate the Works.

#### **DESIGN**

10. The Owner covenants and agrees that all Works required herein, shall be designed by a Professional Engineer, who shall be registered with the Association of Professional Engineers and Geoscientists of British Columbia, or, as appropriate, a Professional Landscape Architect registered with the BC Society of Landscape Architects and retained by the Owner. Plans and specifications for the Works shall be prepared by or under the direct supervision of the Professional Engineer or Landscape Architect, and all plans shall bear the seal and signature of the Owner's Engineer.

For convenience "Owner's Engineer" shall include "Landscape Architect" as appropriate.

The Owner covenants and agrees to ensure that the Owner's Engineer (as specified in Clause 11) maintains professional liability, and errors and omissions insurance to a value of \$2,000,000.00 per occurrence during the term of his engagement. The Owner covenants and agrees to retain the Owner's Engineer during the construction period for the purposes of inspection to ensure compliance with the approved design and to provide certification of the "Record Drawings".

### DESIGN DRAWINGS

11. The Owner covenants and agrees that the Owner shall construct fully completed Works in accordance with sound engineering and construction practices and in a good and workmanlike manner and to the satisfaction of the Municipality and in strict compliance with the plans and specifications prepared by:

under Drawing Nos.:

SEE APPENDIX "C"

and	as rece	eivea for the	purp	oses	ot this Agre	ement	рy
the	City	Engineer	on	the_		day	of
, A.D., 20							

### CHANGES TO DESIGN BY MUNICIPALITY

12. The City Engineer may, during the course of this agreement, require that the plans be altered because of conditions at the site, so that the Works function and operate in a manner satisfactory to the City Engineer. Should the Works, as provided herein, prove to be in any way defective or should they not operate to the satisfaction of the City Engineer, then the Owner shall, at his own expense modify and reconstruct the Works so that the Works shall be fully operative and function to the satisfaction of the City Engineer.

## COMMENCEMENT OF CONSTRUCTION

13.

The Owner shall give the City Engineer not less than five (5) clear days' delivered written notice before commencing initial construction or installation of the Works or any portion thereof and thereafter shall keep the City Engineer properly and adequately advised of the progress of construction and installation of the Works or any portion thereof and the Owner shall call for inspections, after giving the City Engineer not less than five (5) clear days' written notice, at all important stages.

### **DIRECTIONS** 14. The Owner shall ensure that any comments or

directions, including requests for alterations, given or made by the City Engineer, shall be promptly responded to and complied with, and shall ensure that the City Engineer is satisfied with such response and compliance and is provided with the opportunity to be so satisfied.

## DELIVERY OF REPORTS

15. During construction and installation of the Works the Owner shall, no later than five (5) days following receipt of same, deliver to the City Engineer true copies of all inspection and testing reports prepared during the construction and installation of the Works or any portion thereof.

#### INSPECTION

16. The Owner shall make the Works or any portion thereof available to the Municipality, its employees and contractors at all times for inspection and testing including without limitation video inspection of all or part of the Works during construction up to the expiration of the Warranty Period or Extended Warranty Period as the case may be and tests may be carried out at such times, and as frequently as the City Engineer in his sole discretion deems necessary.

### DAMAGE REPAIR

17. The Owner shall repair any damage to the property of the Municipality or highways, including sidewalks arising directly or indirectly from any work undertaken by the Owner pursuant to this Agreement. Such repairs shall be completed to the satisfaction of the City Engineer within the time period imposed by the City Engineer. Without limiting the generality of the foregoing, the Owner acknowledges and agrees that repairs may be required to be completed prior to completion of the construction of the Works despite the fact that future construction of the Works could result in similar damage which the Owner would also be required to repair.

## CERTIFICATES OF COMPLETION

18. Upon completion of the Works, the Owner's Engineer shall inspect the Works and on being satisfied that they are complete, sign, date, stamp and deliver to the City Engineer a certificate of inspection of all the Works in form and content acceptable to the City Engineer certifying that the Works have been constructed and completed in accordance with this Agreement ("Certificate of Total Completion of the Works"). Upon receipt of the Certificate of Total Completion of the Works, the City Engineer shall issue to the Owner a Certificate of Substantial Completion of the Servicing Agreement. This Certificate shall not be construed as acceptance of the Works to be provided by the Owner.

### RECORD DRAWING SUBMISSION

19. The Owner covenants and agrees to submit to the Municipality the final Record Drawings and records of construction and test results, as accepted by the City Engineer, pursuant to Schedule "A" of the Subdivision and Development Control Bylaw, 1991, No. 6200 and amendments thereto within 60 days of the date of the Certificate of Substantial Completion of the Servicing Agreement.

### WARRANTY OF WORKS AND MAINTENANCE OBLIGATIONS

20. Without limiting or derogating from the covenants of the Owner contained in this Agreement, the Owner covenants, with respect to all the Works, that all workmanship shall be of good quality and that all materials shall be free of defects and deficiencies and suitable for the purposes to which they are put. The Owner further covenants and agrees, at its cost and expense to carry out ordinary and customary day-to-day maintenance of the Works, to make good any and all defects and deficiencies in all the Works, to keep all the Works in the condition of good repair (save and except normal wear and tear, acts of God and damage caused by the negligence of the City, its servants or agents or by those for whom the Owner is not vicariously liable) and free of defects and deficiencies and including without limitation, any defects arising from or related to design, construction or installation (including, without limitation, materials used) to the satisfaction of the City Engineer for a period of two years following the date the City Engineer, pursuant to the terms of Section 2.4, acknowledges in writing to the Owner that all the Works have been totally completed to the satisfaction of the City Engineer and that he accepts all the Works (hereinafter called the "Warranty Period"). The Owner acknowledges and agrees that such ordinary and customary day-to-day maintenance during the Warranty Period shall include the watering and maintenance of landscaping installed as part of the Works. At the end of the Warranty Period, the Owner shall no longer have such maintenance obligations, except for those Works the Owner is obligated to maintain in perpetuity in accordance with City bylaws or pursuant to a section 219 covenant, and the City may, at the City Engineer's discretion, but shall not be obligated to, carry out the ordinary and customary day-to-day maintenance of the Works or any portion thereof.

### CITY'S RIGHT TO REPAIR

21. Should the Owner for any reason fail to maintain when ordered, then the City Engineer, at his option, after giving the Owner seven days written notice (emergencies excepted), may, but is not obligated to, do so, and the whole costs, charges and expenses so incurred by the Municipality will be payable by the Owner, as provided for herein. The decision of the City Engineer will be final with respect to; the necessity for repairs, or the adequacy of any work done.

## REPLACEMENT OF WORKS

The Owner covenants and agrees that should any or all of the Works require repair or replacement during the Warranty Period of such Works, to the extent the City Engineer determines (save and except normal wear and tear, acts of God and damage caused by the negligence of the Municipality, its servants and agents or by those for whom the Municipality is vicariously liable) in his sole discretion such repair or replacement to be major or significant, the City Engineer may, by written notice to the Owner, cause the Warranty Period for those Works so repaired or replaced to be extended, together with all consequential obligations of the Owner under this Agreement, by a period of two (2) years from the date of completion of such repair or replacement. This extended two (2) year period is hereinafter called the "Extended Warranty Period".

### BUILDER'S LIENS

23. The Owner will, throughout the term of this Agreement, keep the Lands, free of any builders' liens relating to the Works or any portion thereof. In the event that a lien or claim is filed in regard to work done, labour and materials supplied to the Lands in connection with the Works or so claimed or alleged, the Owner will discharge same within fifteen (15) days after request made by the Municipality of the Owner. The Owner will indemnify and save harmless the Municipality from and against all costs, damages, expenses and actual lawyers costs and fees arising from or relating to any builders' liens filed or registered against the Lands, or claims against the Municipality in connection with the Works or any portion thereof.

# CERTIFICATE OF COMPLETION OF SERVICING AGREEMENT

24. The Municipality covenants and agrees that upon satisfactory completion by the Owner of all of the covenants and conditions in this Agreement, including the maintenance of the Works in complete repair for the Warranty Period or Extended Warranty Period as the case may be, to provide the Owner with a Certificate of Completion of the Servicing Agreement, signed by the City Engineer. This will be issued by the City Engineer when all deficiencies have been corrected, Record Drawings and service location cards received, and the Warranty Period or Extended Warranty Period as the case may be has expired. The Works remain at the risk of the Owner until the Certificate of Completion of the Servicing Agreement has been issued.

### FINAL BUILDING INSPECTION

25. The Owner covenants and agrees that the Municipality will withhold the granting of a Final Inspection for the use of any building or part thereof, constructed upon the Lands until all the essential services herein have been completed to the satisfaction of the City Engineer.

## OWNER INDEMNIFIES MUNICIPALITY

- 26. The Owner hereby jointly and severally:
  - (a) releases and discharges the Municipality, its officers. employees, servants, agents and invitees and covenants and agrees to indemnify and save harmless the Municipality, its officers, employees, servants, agents and invitees from and against all damages, losses, costs, actions causes of action, claims, demands, builders' liens, liabilities, expenses, indirect or consequential damages (including the loss of profits and loss of use) which may arise or accrue to any person, firm or corporation against the Municipality, its officers. employees, servants, agents and invitees or which the Municipality, its officers, employees, servants, agents and invitees may pay, incur, sustain or be put to:
    - (1) by reason of the Municipality, its officers, employees, servants, agents and invitees:
      - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Works or any portion thereof; or
      - (B) inspecting the Works or any portion thereof; or
      - (C) performing any work in accordance with the terms of this Agreement;
    - (2) that arise out of or would not have been incurred but for:
      - (A) this Agreement; and
      - (B) the design, construction, installation and existence of the Works or any portion thereof;

unless such damages, losses, costs, actions, causes of action, claims, demands, builders' liens, liabilities, expenses, indirect or

consequential damages (including loss of profits and loss of use) relate in any way to negligent or wilful acts or omissions on the part of the Municipality, its officers, employees, servants, agents or invitees; and

- (b) covenants and agrees to indemnify and save harmless the Municipality, its officers, employees, servants, agents and invitees from and against all damages, losses, costs, actions, causes of action, claims, demands, builders' liens, liabilities, expenses, indirect or consequential damages (including loss of profits and loss of use) which may arise or accrue to any person, firm or corporation against the Municipality or which the Municipality may pay, incur, sustain or be put to, by reason of:
  - (1) any negligent act or omission or wilful misconduct of the Owner or any of its invitees, licensees, contractors, subcontractors, employees, agents and permittees in connection with the exercise of the obligations of the Owner under this Agreement; or
  - (2) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The obligations of the Owner under Clauses 23 and 26 will survive any expiration or termination of this Agreement.

### INSURANCE BY OWNER

27. The Owner will at his sole expense, until the date of Total Completion of Works, carry Comprehensive Liability Insurance acceptable to the Municipality in the amount of at least five million dollars (\$5,000,000.00) with insurance companies licensed to carry on business in the Province of British Columbia in partial discharge of its obligations under Clause 26.

### INSURANCE COVERAGE

- 28. The Owner covenants and agrees to provide the following insurance coverage, and prior to commencement of any construction of the Works:
  - (a) To protect the Owner and the Municipality against all claims arising out of:
    - (i) Death or injury to persons;
    - (ii) Damage to, or loss of use of, any property of third persons; and
    - (iii) Damage to or loss of any municipal buildings, structures, stores, equipment and materials included in or required for the carrying out of the Works.
  - (b) Every policy of insurance required will:
    - (i) Name "THE CORPORATION OF THE CITY OF NORTH VANCOUVER" as an additional insured;
    - (ii) State that the policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured; and,
    - (iii) State that the policy cannot be cancelled, lapsed or materially changed without at least thirty (30) days written notice to the Municipality, delivered to The Corporation of the City of North Vancouver's Clerk.

## SECURITY DEPOSIT

29. As security for the due performance of all of the covenants and promises contained in this Agreement the Owner has forthwith deposited with the Municipality a security deposit in the amounts identified in Appendix "B", in the form of cash or a Letter of Credit acceptable to the Municipality (herein called the "Security Deposit").

### FORFEIT OF SECURITY DEPOSIT

30. In the event that the Owner is in default of its obligations under this Agreement including a failure to provide the Works prescribed herein within the time specified in Clause 8, the Security Deposit or that portion of the Security Deposit not yet released by the City Engineer will be forfeited to the Municipality.

The Owner shall be deemed to be in default of this Agreement if the Owner files a voluntary petition of bankruptcy, or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, liquidation, dissolution or similar relief under any enactment respecting bankruptcy, insolvency or other relief for debtors.

## USE OF SECURITY

If the Owner is in default of any of its obligations under 31. this Agreement including its obligations in respect to the construction and installation of the Works or any portions thereof, the Municipality may cash the Security Deposit to secure completion of all or a portion of the Works in compliance with the terms of this Agreement and any payment obligations of the Owner in respect of the Works that remain unpaid including the discharge of any builders' liens, and such monies shall be applied to remedy the default and complete all or a portion of the Works and to satisfy the Owners warranties in respect of same in the place and stead of the Owner and ensure compliance with the terms of this Agreement. In addition, the Municipality may cash, retain and use the Security Deposit to remedy any emergency condition which, in the sole opinion of the City Engineer, is associated with, arises from or is a result of the Works and requires expedient action.

Notwithstanding the foregoing, the Municipality may cash, retain or use the Security Deposit to pay, settle or compromise any claim against the Municipality for which the Owner indemnified the Municipality pursuant to Clause 23 and 26. If the proceeds from the Security Deposit is not sufficient to pay all the costs and expenses incurred by the Municipality in completing all or a portion of the Works including the Municipality's normal overhead charges and satisfying the warranties therefore, curing other default by the Owner, or satisfying any amounts owing to the Municipality pursuant to Clause 23, 26 and 32 the Owner shall forthwith pay to the

Municipality the difference upon receipt from the Municipality of invoices for the same together with all interest thereon at the commercial prime rate of interest plus two percent from the date of receipt by the Owner of the invoices for same and continuing until payment in full.

### COMPLIANCE WITH AGREEMENT

32. The Owner acknowledges and agrees that compliance with the terms and conditions of this Agreement is of paramount importance to the Municipality and agrees that the Owner's failure to fulfill certain covenants and conditions herein contained may not, in the sole discretion of the City Engineer, be capable of or desirable to remedy by the Municipality. The Owner further acknowledges and agrees that injunctive relief may not be the appropriate relief in all circumstances.

Accordingly, without limitation to any other remedies available to the Municipality under this Agreement and at law or in equity, the Owner covenants and agrees to pay to the Municipality, in respect of each covenant and condition unfulfilled by the Owner which, in the opinion of the City Engineer, is not capable of remedy or desired to be remedied by the Municipality, as liquidated damages, the sum of \$▼in respect of each covenant and condition not fulfilled by the Owner plus \$▼ each day such covenant and condition remains unfulfilled.

## RELEASE OF SECURITY

33. If the City Engineer is of the opinion that the Works or any portion thereof have been adequately completed, and the Owner's covenants performed in compliance with this Agreement, and if there is no litigation pending or threatened by any third party against the Municipality as a result of, or arising from, the construction of the Works, the City Engineer may, but is not obligated to, issue a (Partial) Release of Security Deposit, for any portion of the Security Deposit to the Owner at such times and in such amounts as he may deem proper, provided that he will retain an amount not less than 20% of the Security Deposit, with a minimum of \$2,000.00 to secure the performance of the maintenance required of the Owner (hereinafter called the "Maintenance Security Deposit").

## RETURN OF MAINTENANCE SECURITY

34. If the City Engineer is satisfied that the Owner has complied with the covenants contained in this Agreement and if there is no litigation pending threatened by any third party against the Municipality as a result of, or arising from, the construction of the Works, and the Warranty Period or Extended Warranty Period has expired, the City Engineer may issue a Maintenance Security Deposit Release.

## ADMINISTRATION FEE

35. The Owner covenants and agrees to pay to the Municipality a non-refundable fee in the amount identified in Appendix "B" to cover Municipal administration and processing costs. These fees are payable with the signing of this Agreement.

## NO OTHER REPRESEN TATIONS

36. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Owner other than those in this agreement.

## ASSIGNMENT RESTRICTIONS

37. The Owner shall not assign its rights or obligations under this Agreement without the prior consent in writing of the Municipality, which consent may be withheld or be granted on conditions at the sole discretion of the Municipality unless the Owner has assigned its obligations to a purchaser of the Lands and that purchaser has executed and delivered to the Municipality an assumption of the obligations of this Agreement in form and substance acceptable to the Municipality.

## DELEGATION BY CITY ENGINEER

38. A power or discretion exercisable hereunder by the City Engineer may be exercised by his designate.

### **NO DEROGATION**

39. Nothing contained or implied herein shall derogate from the obligations of the Owner under any other agreement with the Municipality or, if the Municipality so elects, prejudice or affect the Municipality's rights, powers, duties or obligations in the exercise of its functions pursuant to the Local Government Act and the Community Charter as amended from time to time or the functions of the Approving Officer for the Municipality pursuant to the Land Title Act as amended from time to time and the rights, powers, duties and obligations of the Municipality under all public and private statutes, bylaws, orders and regulations, which may be, if the Municipality or the Approving Officer so elects, as fully and effectively exercised in relation to the

Lands and Works as if this Agreement had not been executed and delivered by the Owner and the Municipality.

## FURTHER ASSURANCES

40. The parties hereto shall do such things and execute such documents and in such form necessary in order to perfect the intention of this Agreement.

#### **NO WAIVER**

41. The Owner acknowledge and agree that no failure on the part of the Municipality to exercise and no delay in exercising any right under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise by the Municipality of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided shall be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the Municipality herein shall be deemed to be in addition to and not restrictive of the remedies of the Municipality at law or in equity.

## LATECOMER CHARGES

42. The Owner covenants and agrees that if the Works or any portion thereof constructed or installed by the Owner shall be considered excess or extended services pursuant to Section 939 of the Local Government Act, as amended from time to time, then the length of any obligation of the Municipality to collect latecomer's charges will not exceed fifteen (15) years after the date the Works or any portion thereof are constructed and installed and the Owner will reimburse the Municipality for any costs whatsoever incurred by the Municipality in the preparation and administration of any latecomer's resolutions and agreements without limitation including legal, accounting. engineering, consulting and administration costs (including those incurred internally by the Municipality) and the Owner will not apply for nor enter into any latecomer agreements with the Municipality with respect to the Works or any portion thereof except in accordance with the provisions of this clause and the Owner hereby releases and discharges Municipality, its officers, employees, servants, agents and invitees and covenants and agrees to indemnify and save harmless the Municipality, its officers, employees, servants, agents and invitees from and against all damages, losses, costs, actions, causes of action, claims, demands and expenses (including legal fees and litigation costs) which may arise or accrue to any

person, firm or corporation against the Municipality, its officers, employees, servants, agents and invitees for which the Municipality, its officers, employees, servants, agents and invitees may pay, incur, sustain or be put to by reason of the application of Section 939 of the Local Government Act as amended from time to time.

### TIME

43. Time shall be of the essence of this Agreement.

### LAWS OF BRITISH COLUMBIA

44. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of British Columbia.

### **GENDER**

45. If the singular, masculine or neuter is used in this Agreement, the same will be deemed to include references to the plural, feminine or body corporate according to the context of which it is used.

### COMPLIANCE WITH BYLAWS

46. Subject to this Agreement, the Works and/or the development herein shall comply with all applicable federal, provincial and municipal laws, statutes, resolutions, bylaws, orders and policies and the Owner shall obtain all necessary government approvals and permits concerning all the Works and the construction and installation thereof.

## PRIME CONTRACTOR

47 Pursuant to Section 118 of the Workers'

. Compensation Act, R.S.B.C. 1996, c.492 (as amended) (the "WCA") the parties hereby acknowledge and agree that in respect of all matters pertaining to the Works and this Agreement the Owner shall be the prime contractor as defined in the WCA for the purposes of the WCA and shall the discharge the responsibilities of the prime contractor under the WCA and the Occupational Health and Safety Regulation, B.C. Reg. 296/97. Without limiting the foregoing the parties covenant and agree that nothing in this Agreement shall make the Municipality the prime contractor under the WCA.

**WHENEVER** the word will is used in this Agreement it will be construed as imperative and mandatory.

**WHENEVER** the singular or the masculine is used in the Agreement it will be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

THIS CONTRACT SHALL INURE TO THE benefit of and be binding upon the parties hereto, and their respective heirs executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first above written.

FOR	THE CORPORATE SEAL OF	) ) SEAL
BODY	was hereunto affixed in the presence of:	) ) )
	Authorized Signatory	) ) )
FOR PRIVATE INDIVIDUAL	SIGNED, SEALED AND DELIVERED By the above named in the presence of:	) ) ) )
	Name:	)
	Address:	)
		)
	Occupation:	)
C w	HE CORPORATE SEAL OF THE ITY OF NORTH VANCOUVER as hereunto affixed in the resence of:	) ) ) SEAL ) )
M	AYOR	- ) ) )
C	LERK	, - ) )

### **APPENDIX C**

Plans and specifications will be prepared by the following consultants:

Civil <Company Name>
Landscaping <Company Name>
Mechanical <Company Name>
Architectural <Company Name>
Geotechnical <Company Name>

## under Drawing Numbers:

Discipline	Drawing Number	Revision No.	Revision Date m/d/y
Civil	Key and Servicing Plan - Sheet 1 of 1  Stormwater Management Plan - Sheet 1 of 1	F -	11/06/08 -
Landscape	Drawing No. <> Drawing No. <>	1 -	10/17/08 -
Mechanical	Drawing No. <> Drawing No. <>	4	10/17/08 10/17/08
Architectural	Drawing No. <>	8	10/17/08
Geotechnical	Drawing No. <> (Sheet 1 of 2) Drawing No. <> (Sheet 2 of 2)	- - - -	- - - -
Other	Eg. Construction Management Plan A1.0 - Received	-	-

## LANDSCAPING AGREEMENT

THIS AGREEMEN	Γ dated theday of	, 201
BETWEEN:	THE CITY OF NORTH VANCOUV a municipal corporation having its of 141 West 14th Street, North Vancous British Columbia, V7M 1H9 (the "City")	offices at
AND:	(Company)	
	(the "Owner")	

### WHEREAS:

- A. The Owner has agreed to assume obligations pursuant to the City's landscape requirements;
- B. The City has approved a landscape plan submitted by the Owner as shown in Schedule 1 which forms part of this Agreement; and
- C. In return for the sum of One (\$1.00) Dollar paid to the Owner, the receipt and sufficiency of which is hereby acknowledged, and the mutual agreements set out below, the parties agree as follows:

#### 1. Definitions

In this Agreement:

- a) "Certification" means the certification of the Landscape Architect that the Landscaping Works other than the Maintenance have been substantially completed to the satisfaction of the Landscape Architect;
- b) "Deposit" means a security deposit in the amount of \$(amount) in the form of a Letter of Credit;
- c) "Landscape Architect" means a registered British Columbia Landscape Standard professional;
- d) "Maintenance" means maintenance or replacement of the Landscaping Works as determined by the Landscape Architect for a period of one (1) year from the date of Certification;

- e) "Property" means the property located at (Site Address) more particularly described as P.I.D. (), Lot (), Resub (), Block (), D.L. (), Plan ().
- f) "Reduced Deposit" means a security deposit in the amount of twenty (20%) percent of the Deposit, with a minimum of One Thousand (\$1,000) Dollars to secure the performance of the Maintenance;
- g) "Landscaping Works" means the landscaping works including all plant material, screening, treatment of all exterior surfaces, lighting, drainage of planted areas, and all hard landscape features, as set out in the landscape plan respecting the Property as shown in Schedule 1 attached to this Agreement, and the Maintenance.

## 2. Landscaping Obligations

The Owner:

- a) shall, upon execution of this Agreement, deposit the Deposit with the City to secure due and proper performance of this Agreement, together with a non-refundable administration fee of Fifty (\$50.00) Dollars to cover the City's administration and processing costs;
- b) shall complete the installation of the Landscaping Works in accordance with the British Columbia Landscape Standards, edition 6, and amendments thereto, and provide the Certification to the Building Inspector within 730 days of the date of this Agreement. In the event that the Landscaping Works are delayed due to inclement weather conditions, Certification may be postponed to include one complete growing season;
- c) shall retain the Landscape Architect to prepare and seal the landscape plans and specifications, and supervise and inspect the installation of the Landscaping Works;
- d) represents that the Landscape Architect is a member in good standing registered in the British Columbia Society of Landscape Architects.

## 3. Changes to Landscaping by Owner

- a) Any changes to Schedule 1 shall be approved by the Landscape Architect in writing and submitted to the building inspector for approval prior to commencement of any of the Landscaping Works.
- b) In the event that the Works installed are at variance with Schedule 1, an as-built landscape plan and a written approval shall be submitted from the Landscape Architect. Otherwise the City may remedy the default under paragraph 6 of this Agreement.

The Corporation of the City of North Vancouver Bylaw No. 8014 CONSOLIDATED VERSION

#### 4. Notice to Transferees

The Owner shall advise all prospective purchasers of the Property, other than prospective purchasers of individual strata lots to be formed upon stratification of the property, and any applicable strata corporation of the City's landscape requirements. If the Owner wishes to transfer the Property prior to the completion of the Landscaping Works, the Owner shall deliver to the building inspector an agreement in substantially the same form as this Agreement executed by the proposed transferee which acknowledges assumption of the Deposit or the Reduced Deposit by the proposed transferee.

## 5. Return of Deposit

- a) Upon receipt of the Certification:
  - i) The building inspector shall, after inspection of the Landscaping Work to ensure satisfactory completion, return the Deposit to the Owner, without interest, upon receipt of a Reduced Deposit or reduce the Deposit security by eighty (80%) percent or a written two (2)-year guarantee on plant material and maintenance from the landscape contractor responsible for the installation.
  - ii) The owner shall perform the Maintenance and the building inspector shall retain the Reduced Deposit as security for such performance.
- b) After one year from the date of Certification, the building inspector shall return the Reduced Deposit to the Owner (as specified on Page 1 of this agreement) without interest, if the City is satisfied that the Owner has complied with the terms of this Agreement.

#### 6. Default

- a) If the Owner fails to perform the Owner's obligations under this Agreement or is otherwise in default of this Agreement, the building inspector may, without notice:
  - i) call for and receive the funds secured by the Deposit or Reduced Deposit, as the case may be, for the use of the City to complete the landscaping works; and/or
  - ii) enter the Property and install all or part of the Works with its authorized work force using the funds received from the Deposit or the Reduced Deposit.

b) If the Landscaping Works are not completed prior to the thirtieth (30th) day before the expiry of the Deposit or Reduced Deposit, as the case may be, the building inspector may, without notice, call for and receive the funds secured by the Deposit or Reduced Deposit and retain the funds until the Owner delivers a replacement Deposit or Reduced Deposit security to the City satisfactory to the City.

## 7. Bankruptcy is Default

The Owner shall be deemed to be in default of this Agreement if the Owner files a voluntary petition of bankruptcy, or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, liquidation, dissolution or similar relief under any enactment respecting bankruptcy, insolvency or other relief for debtors.

#### 8. General Terms

This Agreement shall ensure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Time shall be of the essence in this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first above written.

	THE CORPORATE SEAL OF	)	
FOR BODY CORPORATE	was hereunto affixed in the presence of:	) ) )	SEAL
	Authorized Signatory	)	
FOR PRIVATE INDIVIDUAL	SIGNED, SEALED AND DELIVERED By the above named in the presence of:	)	
	Name:	)	
	Address:	)	
		)	
	Occupation:	)	
	THE CORPORATE SEAL OF THE CITY OF NORTH VANCOUVER was hereunto affixed in the presence of:	)	SEAL
	MAYOR	) ) )	
	OLEDIA	) )	
	CLERK	)	

# **SCHEDULE 1**

## **List of Landscape Plans**

Prepared by: Professional

Address

City, Province. Postal Code

Project Address: Address

City, Province

Sheet No.	Sheet Title	Sheet Date	

## **SCHEDULE "C"**

**SECTION I - Design criteria** 

**SECTION II - Specifications** 

**SECTION III - Standard drawings** 

## **SECTION I - DESIGN CRITERIA**

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## **SECTION I - DESIGN CRITERIA**

## 1.0 GENERAL, SURVEY INFORMATION, DRAWING SUBMISSION

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## 1.0 GENERAL, SURVEY INFORMATION, DRAWING SUBMISSION

#### 1.1 GENERAL

The purpose of this section is to outline the minimum standards and requirements the City will accept in the design and "Record Drawing" submissions for engineering work(s).

It is the specific intent of the City to require quality submissions for design and "Record Drawing" submissions. It is recommended that whenever engineering works are required or proposed, the Owner's Engineer arrange for a pre-design meeting to ensure compliance with the latest municipal standards, specifications and policies.

Incomplete or substandard submissions will be returned to the Owner's Engineer without comment on the drawings and with a short letter of explanation as to why the drawings are being returned. A subsequent re-submission which remains incomplete or sub-standard will result in a request to meet with the Owner's Engineer and the Owner.

Where sub-consultants are employed in the design process the City will expect the prime consultant to represent their work for administrative and procedural purposes.

City review of design drawings submitted by the Owner's Engineer is procedural only and does not confirm the accuracy of the design. The City will not accept responsibility for any costs or damages incurred by the Owner due to errors, omissions, or deficiencies in the design.

The Owner's Engineer shall be responsible for the provision of layout and the co-ordination and inspection of the construction and installation of the required works and services, and shall submit certified drawings to the City Engineer within 60 days of issuance of Certificate of Substantial Completion.

If the Owner's Engineer sub-contracts the layout and inspection works it shall be the Owner's Engineer who shall sign and seal the drawings. It shall remain the responsibility of the Owner's Engineer to ensure inspection and certification is provided.

Inspection services performed by the City are for procedural purposes only and do not relieve the Owner's Engineer of his obligation to certify drawings. The City's Inspector will not issue any direct order to the Owner's Contractor except for stop work orders related to emergency situations. All communication will be through the Owner's Engineer or his representative.

Where a question arises, please contact the Engineering Department for clarification. All submissions shall reflect and comply with the following:

- .1 All applicable requirements of Schedule "C"
- .2 Applicable requirements of all Bylaws, including but not limited to:
  - (a) The Subdivision and Development Control Bylaw
  - (b) The existing Zoning Bylaw(s)
  - (c) The Street and Traffic Bylaw
  - (d) The Parking Bylaw.

#### 1.2 SURVEY INFORMATION

All surveys shall be conducted in a manner that safeguards the workers and the general public with the least inconvenience to traffic or general public. The permission of the registered owners is required before entering private property.

All elevations shall be from Geodetic Datum and survey shall be tied to the City's integrated survey monuments. Information regarding the location and elevation of Benchmarks and Monuments may be obtained from the Engineering Department.

Originating benchmarks and integrated survey monuments will be noted on all plans as well as those to be established in the work.

Coordinated survey monuments shall be constructed as required by the City Engineer and the survey monuments shall be incorporated in the works of subdivisions as specified by the City Engineer and referenced on the subdivision plan.

Copies of legible field notes will be made available to the City upon request.

Centre lines (or offset lines) are to be marked and referenced in the field and all chainage will be keyed to the legal posting.

All existing items such as manholes, catch basins, fire hydrants, poles, existing dwellings, fences, trees, hedges and unusual ground will be noted as required.

Where applicable, cross sections will be required. The section will include centreline, edge of pavement or gutter line, property line, and an existing ground elevation inside property line.

The chainage shall be as given by the Engineering Department or if acceptable, as established by previous engineering design. Generally, chainage shall increase from left to right and from bottom to top on a drawing. North should be at the top or left side of a drawing.

#### 1.3 DRAWING SUBMISSIONS

All drawings shall be prepared in accordance with the following requirements and all other applicable requirements of Schedule "C".

All drawings shall be signed and sealed by a Professional Engineer registered in British Columbia.

The City will supply to the Owner's Engineer, for a nominal charge, the required number of blank drawing sheets with the City's standard title block. The City Project number must be noted in the lower right-hand corner of all drawings. City Drawing Numbers will be issued when drawings are approved.

All drawings shall be "leroyed" or "computer assisted" and shall clearly identify the works in sufficient detail. Road cross-sections may be by hand, provided they are of good quality and clarity.

All new works are to be drafted in bold lines.

Notes pertaining to the construction of a service are to be shown on that service drawing.

Baseline is to be referenced to legal corner(s) on each sheet.

Offsets are to be shown to both sides of the road allowance or to one side with the road allowance width annotated.

The plan view shall show the legal layout of roads and properties, with all legal descriptions (lots and plan numbers) and dimensions (to the nearest 0.001 m), all other dimensions to the nearest 0.01 m. Also show existing house numbers and all registered statutory rights-of-way.

A complete set of Engineering Design drawings shall include, in the following sequence:

#### .1 Cover Sheet

Noting the Owner's Engineer's name, and Owner's address and phone number, the City project number, the legal description of the lands involved, a key plan at a 1:5000 scale, and an index.

The key plan shall note all proposed roads and the proposed subdivision layout. The cover sheet may be utilized to show the drainage catchment area (ref. 1.3.3.c.).

The cover sheet shall contain an administrative block as shown in Standard Drawing.

### .2 Site Plan

The Site Plan shall be at a 1:500 scale and shall note all proposed services, including street lighting and all non-standard connection off-sets. If more than one sheet is required, note the westerly or southerly portion first and identify as Site Plan "A" with additional plans noting "B" and "C", etc. The development site is to be outlined with a bold line.

### .3 Storm Water Management Plan

Shall be at 1:500 scale and identified as per site plan system if more than one sheet is required. The Storm Water Management Plan shall note:

- a) the pre-development contour lines at maximum 1.0 m intervals. This topography shall extend a minimum 30.0 m outside the development site;
- b) all existing lot corner elevations (uncircled);
- c) all proposed lot corner elevations (circled);
- d) the proposed slope of the lot (directional arrow), noting a minimum 1% grade on the lots and lot dimensions;
- e) the minor (10 year return) storm sewer system with the flows noted per section and the accumulated flows from all upstream sections. Provision must be made for upstream development potential where applicable;
- the major (100 year return) system. The Owner's Engineer shall note wherever the major system is not in the pipe or the roadway, showing the routing, flows and velocities etc. for the 100 year return;
- g) how the development proposal will affect adjacent lands. No surface drainage shall be proposed to flow off-site over adjacent lands unless off-site work(s) are proposed and in compliance with municipal standards. Attempts should be made to "meet" existing elevations along the development boundary;
- h) a legend noting all items proposed in the Storm Water Management Plan. Applicable "General Notes" should also be included;
- i) a key plan showing the catchment areas involved. This generally can be at a scale of 1:5000 and set as an insert on the sheet. Where this is not physically possible, it is suggested that the catchment area(s) be noted on the "cover sheet". Size of catchment areas (hectares) and run-off coefficients to be noted. All catch basins to be shown with elevations noted.

## .4 Road and Water Drawings

Plan and profile drawings shall show all grades including curb returns, grades and beginning of curb, two intermediate points and end of curb, inverts, curves, radii, valves, hydrants, bends, ground profiles at property lines, etc. The scale shall be 1:500 for plans and 1:50 for profile. The full pipe shall be shown for the watermain on the profile. All crossover points with sewers shall be noted and where the invert of the watermain is less than 0.5 m above the top of any sewer, the watermain shall be protected in accordance with Ministry of Health requirements. On the plan, a list of the watermain fittings is to be "boxed in" for each location and tied to chainages. On the profile, the fittings are to be shown and the chainages indicated.

### .5 Storm and Sanitary Sewers Drawings

Plan and profile drawings shall show grades, inverts, manholes, catch basins, etc. The scale shall be 1:500 for Plan and 1:50 for profile. Symbols to denote the service connection elevation at the property line shall be shown on the profile plan, as well as the minor and major system hydraulic grade lines. The full pipe shall be shown on the profile. Rim elevations are required for all manholes, cleanouts and catchbasins.

#### .6 Road Cross Sections

Shall be scaled at 1:100 horizontal and 1:50 vertical and shall note the existing ground elevation, the proposed elevations of the road centerline, the curb and gutter (or road edge) and property lines. Cross-sections are required at 15.0 m intervals. Additional sections may be required or requested where excessive cuts or fills are involved. These plans may be by hand, provided they are of good quality and clarity.

### .7 Ornamental Street Lighting Plan

Shall be a plan view (1:500) of the street lighting proposal designed, signed and sealed by a Professional Electrical Engineer. There shall be General Notes included on the Plan noting reference(s) to the City Standards and Specifications and the appropriate design criteria. Generally, street lights shall be located at all intersections and within one metre of the property lines. Any street lighting plan(s) should include the photometric calculations.

#### .8 Construction Details

Wherever possible, use the Standard Construction Details included in the Master Municipal Tender Document and refer to it by number. Show all proposals for construction which are not covered or specifically detailed in the City Standards and Specifications. Where there is a City Standard, refer to the Drawing Number. It is not necessary to include or provide work(s) for which there is a Standard Drawing.

#### .9 Standard Note Sheet

A mylar copy of the City's standard note sheet is available to the Owner's Engineer free of charge. This sheet is not to be changed in any way and is to be included as the last page of all submissions.

### .10 Engineer's Seal

The Owner's Engineer's seal and signature shall be noted on all sheets of all design submissions. Failure to do so will result in the Plans being returned without comment. The Owner's Engineer's seal and signature shall infer that all works as proposed are structurally sound, comply with the applicable design criteria of this manual and good engineering practice.

## .11 Design Submission Details

Notwithstanding the previously detailed requirements, the following additional information is to be noted in design submissions:

- \* the size, grade, inverts, and type of material on profile sections;
- \* the locations, off-sets, curvatures, size and identification of the mains noted on the Plan sections;
- \* the clearance between mains at all cross-over points;
  - \* all existing structures, including houses, sheds, fences and underground structures shall be shown on the appropriate drawing(s), with a notation indicating their fate (i.e. to be removed, filled, etc.).

## .12 Material Required with First Design Submission

The first complete design submission shall consist of:

- One complete electronic set of design drawing
- \* Five complete sets of design drawings
- \* Two additional sets of the water system drawings including site and key plan with each set (for Ministry of Health approval)
- soils report (to verify road structure design)
   (Soils reports shall be required on all new road construction design.)
  - \* All applicable utility calculations (water, sanitary, and storm sewer)
  - Cost estimates

## .13 Material Required with Subsequent Design Submission

Subsequent design submissions requiring changes to the previous submission shall consist of:

- \* two complete sets of drawings
- a complete construction estimate
- \* all submissions subsequent to first submission shall have highlighted with yellow any changes made by the Owner's Engineer which are in addition to "Red Line" changes required by the City.
  - \* items "Red Lined" must be addressed by the Owner's Engineer.

### .14 Material Required with Final Design Submission

The final submission for municipal acceptance shall consist of:

- \* four complete sets of drawings
- \* two storm water management plans
- \* five key plans
- a complete construction estimate
- two street lighting plans.
  - \* Owner's Engineers are requested to fold drawings to facilitate processing. The Administrative Block is to be visible on the top of the drawing submission.

#### 1.4 CONSTRUCTION COST ESTIMATE CALCULATION

The Engineering Department will require a detailed format for the breakdown of the offsite requirements. The developer's professionals shall provide cost estimates, which will be used to determine the security deposits. These items and costs will be reviewed and amended where or if necessary.

**Note**: All Hydro and Telephone costs are to be bonded, and are to be included in the calculation of the Administration Fee.

#### 1.5 ENGINEERING SERVICES SYSTEM RECORDS

The Engineering Department will require the location dimensioned to the nearest property corner, size, etc., of each municipal utility connection shown and detailed clearly and accurately. The engineering service system records are considered part of the "Record Drawing" submission.

### 1.6 "RECORD DRAWING" SUBMISSIONS

The following procedures shall be followed in the submission of "Record Drawings" for City acceptance.

## .1 Required Sets

The Owner's Engineer shall submit five complete sets of paper prints and electronic format as per the Information Technology Policies and Procedures Manual, including for the road cross-section sheet(s), and a complete set of engineering service records for City review.

#### .2 Revisions

If necessary one marked-up set of the "Record Drawing" paper prints will be returned to the Owner's Engineer for revision. If there are minor changes, it may be requested that the mylars with the revisions noted, be submitted for municipal acceptance. If there are numerous amendments, it is likely that the Owner's Engineer will be requested to resubmit five sets of revised paper prints for a second review. The municipal file number will have been noted on each drawing for identification of the mylar drawings.

#### .3 Certification

When the City is satisfied with the "Record Drawings" submission, the Owner's Engineer will be requested to submit the following:

- a) One set of mylar drawings identified in bold letters with the words "CERTIFIED RECORD DRAWINGS". Mylars shall not be taped together, and where originals are taped, every attempt should be made to match printing densities of the component parts. Mylars will not be signed and sealed. The municipal file number must be added to the mylar drawings.
- b) Two sets of paper prints with the following certification:

"I certify this drawing represents the works and services as designed, installed, and inspected."

The signature and seal shall be by the Professional Engineer who personally performed the required inspections. One set will be returned to the Owner's Engineer upon acceptance by the City.

- c) A digital copy of the certified record drawings shall be provided as per the Information Technology Policies and Procedures Manual.
- d) A Certificate of Inspection is to be signed by the Owner's Engineer.

### .4 Deposit Retention

Once the "Record Drawings" and "Engineering Service System Record" are accepted by the City, the Engineering Department will automatically authorize a reduction of the security deposit, to reflect this.

#### .5 Presentation

Record drawings shall be presented as follows:

- a) Key plan noting water, sanitary, storm mains, street lights and roadworks. The plan shall show the as-constructed offsets for those works and the locations of all service connections relative to the lot lines.
- b) Detailed plan profile drawings for water, sanitary, storm and roadworks. Elevations, inverts and offsets to show the works as constructed. The profile drawings for the utilities shall state the pipe materials used.
- c) Where required in the design submission, the stormwater management plan including lot grading. The plan shall note the elevations at all lot corner pins, lawn basin and catch basin rims and swale inverts. Uniform grades between lot corners will be assumed (to a tolerance of "150 mm).

- d) Street light drawings shall show make, model and type of luminaire unit. Locations of service bases and photocells to be shown.
- e) Plans of details for which there is no City standard (pump stations etc.).
- f) In all cases notes with instructions to the Contractor are to be removed or amended to indicate the result of construction. Previously existing works that have been deleted as a result of construction, or reconstructed in accordance with design shall be removed or amended to show works as constructed. It is intended that the "record drawings" shall show the works as they have been constructed in order to provide accurate and detailed information when adding to, or maintaining, the works shown on the plans.
- g) The Record Drawings shall be submitted together with service connection records.

## INDEX

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### 2.0 WATER SYSTEMS

#### 2.1 WATER DISTRIBUTION SYSTEM

### .1 Community Water Supply

Watermain design shall conform to the requirements of the Provincial Ministry of Health and this Schedule.

The system shall be designed to provide day-to-day domestic requirements and also shall provide adequate flows for fire protection. The required flow shall be the sum of the maximum daily domestic flow plus the required fire flow.

#### .2 General

- .1 Water utilities shall be located within existing or proposed highway rights-of-way. Locating the utility within other than highway rights-of-way will be considered only if technically necessary.
- .2 Watermain extensions which are not the result of subdivision shall be extended a minimum distance of 5 metres along the lot frontage to provide for convenient service connections.
- **.3** Lots shall be serviced by a watermain fronting the property, not by a connection through an adjoining lot.
- .4 Service connections to lots created for Industrial use shall not be installed at the time of subdivision unless type, size and location of the services are known at the time of Engineering plan acceptance and the requirements of the applicable Bylaw have been satisfied. It will be the responsibility of the Owner to make application for Industrial connections at the time of the Building Permit application.

#### 2.2 PER CAPITA DEMAND

Water system demand will be provided by Engineering through utilization of a computer model of the water system

Design Computations shall be based on the Hazen-Williams formula:

$$Q = \frac{CD^{2.63}S^{0.54}}{278,780}$$

where

Q = Rate of flow in litres/sec

**D** = Internal pipe diameter in mm

**S** = Slope of hydraulic grade line in m/m

**C** = Roughness coefficient (125 for all new mains)

#### 2.3 FIRE FLOW DEMAND

7one

Fire flows shall be in accordance with the criteria outlined in "Water Supply for Public Fire Protection - A Guide to Recommended Practice 1981" published by Public Fire Protection Survey Services.

**Required Fire Flow** 

The following minimum Fire Flows shall be met for the noted zones:

	•
Family Residential	60 litres/sec
Multi-family Residential*	90 litres/sec
Commercial	150 litres/sec
Public Use & Assembly	150 litres/sec
Industrial, Waterfront	225 litres/sec
Other	150 litres/sec

<sup>\*</sup>Multi-family Residential includes all residential zones, and Comprehensive Development Zones containing residential uses (except Single-Family Residential Zones).

#### 2.4 WATER PRESSURE

Minimum pressure at peak demand	300 kPa
Maximum allowable pressure	1035 kPa
Minimum fire hydrant pressure (residual)	150 kPa

All service connections where the services pressure exceeds 517 kPa shall be individually protected by pressure reducing valves in the dwelling.

#### 2.5 HYDRAULIC NETWORK CONSIDERATIONS

- **.1** Where there is an existing hydraulic network in place, the City will provide information for design calculations.
- .2 Depending on the complexity and extent of the proposed distribution system, the City may require a hydraulic analysis design showing minimum flows and pressures.
- .3 The maximum desirable length of any permanent non-interconnected watermain shall be 150 m. All mains exceeding 150 m in length, unless it is a temporary situation, shall be looped, except with the approval of the City Engineer.
- .4 In residential areas, watermains servicing fire hydrants shall be 200 mm diameter or larger. Watermains 150 mm in diameter may be permitted for domestic service on dead end roads where no further extension is planned. Wherever practical, watermains shall be looped. Dead-end mains should not be promoted.
- **.5** In commercial/industrial/institutional areas, the minimum watermain size shall be 200 mm diameter.

### 2.6 MINIMUM DEPTH OF COVER

The minimum cover over any watermain shall be 1.2 m.

#### 2.7 MINIMUM/MAXIMUM GRADE

The minimum grade for a main shall be 0.1%.

The maximum grade shall be 15.0 % unless provisions are made to anchor the pipe to the bottom of the trench with concrete poured in place. Refer to standard drawings.

#### 2.8 MINIMUM CLEARANCE

Where pipes cross, the invert of a watermain shall not be less than 0.5m above the top of any sewer unless the watermain is adequately encased either by a carrier pipe or concrete. The concrete encasement shall be as noted in Standard Drawing.

Where pipes do not cross, the minimum *horizontal* clearance between a watermain and any sewer shall be 3.0m unless the watermain is concrete encased or installed in a carrier pipe.

#### 2.9 VALVING

In general, valves shall be located as follows:

- **.1** In intersections, in a cluster at the pipe intersection or at the projected property lines, to avoid conflicts with curbs and sidewalks;
  - a) 3 valves at "X" intersection
- b) 2 valves at "T" intersection so that specific sections of mains may be isolated.
  - **.2** Not more than 220 m apart for single family residential. All other zones shall require special designs.
  - **.3** Not more than 1 hydrant isolated.

Valves shall be the same diameter as the main. Valves 350 mm diameter and greater shall be equipped with a bypass valve.

Butterfly valves may be used in mains 300 mm and larger, subject to the approval of the City Engineer.

### 2.10 HYDRANTS

Fire hydrants to City standard shall be located in general at street intersections, and at a maximum spacing of 150 m in residential areas. In high density residential, commercial, and industrial areas, hydrants shall be located at a maximum of 75 m or as approved by the City Engineer and the City Fire Department.

In mid-block locations, fire hydrants shall be located at the property lines. It shall be the Owner's Engineer's responsibility to ensure the design and proposed locations of the fire hydrants will not conflict with existing or proposed street lights, power poles, etc.

#### 2.11 AIR VALVES

Air release valves shall be installed at the grade summit of peaks of all mains of 150 mm diameter and larger.

#### 2.12 BLOW-OFFS

Blow-offs are required at the ends of all watermains. See Standard Drawings.

#### 2.13 THRUST BLOCKING

Concrete thrust blocking shall be provided at bends, tees, wyes, reducers, plugs, caps, and blow-offs. See Standard Drawing.

### 2.14 CHAMBER DRAINAGE

Chambers or manholes containing valves, blow-offs, meters, or other appurtenances shall be connected directly to the storm sewer system. Minimum pipe size is 200 mm.

#### 2.15 SERVICE CONNECTIONS

Minimum 19mm diameter service connections shall be required for all lots. These connections shall typically be located at the property line adjacent to the applicable property. A corporation stop at the main and a curb stop shall be installed for each connection. Water meters, shall be installed in the meter boxes in ground on public property, complete with valve shut offs for easy access to the meter

All service connections larger than 50mm diameter shall be installed complete with a check valve assembly, as shown in Standard Drawings attached. These larger services shall have gate valves at the main line and property line.

#### 2.16 WATER SYSTEM LOCATION/CORRIDORS

Watermains shall be located within the road right-of-way as noted in the applicable Standard Drawing Typical Cross-section for that road.

When the utility is required to cross private land(s), the right-of-way shall be a minimum of 3.0 m wide.

When a utility is located within a right-of-way, and manholes, valve chambers, or other appurtenances which require maintenance are located within the right-of-way, the Owner may be required to provide for a constructed road access from a Municipal road for maintenance vehicles. The maintenance access shall be constructed as a gravel lane or approved equal, adequate to support the maintenance vehicles for which the access is intended.

## INDEX

## **DESIGN CRITERIA**

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### 3.0 DRAINAGE

#### 3.1 INTRODUCTION

All drainage systems in the City have been, or will be, reviewed with respect to storm drainage and the effects of development within the drainage catchment areas.

Designers shall consult with the Engineering Department to determine what existing information may be of assistance to them.

The presence of an existing municipal drainage system does not mean, or imply, that it has adequate capacity to receive the proposed design flows, nor does it indicate that the existing system pattern is acceptable to the City. Existing facilities which are over sized or inadequate to accept additional drainage must be upgraded at the Owner's expense to accommodate the appropriate flows. Alternative drainage proposals may be considered.

Pumped Discharges must be to a piped system.

It must be shown that *all* downstream drainage facilities for a distance of 1.5 km are capable of handling the projected increase in drainage created by any development.

All developments or works which will cause drainage discharge into existing municipal drainage systems and/or natural drainage or water courses must ensure that no silt, gravel or debris enters those systems (see also Section 3.3).

All storm sewer systems shall be designed for closed joint construction unless otherwise specified.

### **GENERAL**

In the design of a drainage collection system, provision shall be made for, but not limited to, the following:

- Roadway, lane, walkway, and emergency access to drainage facilities.
- Control of surface drainage across the land(s) being subdivided.
- \* Protecting the established amenities of the existing and adjacent or adjoining land(s).
- \* The impact of the proposed drainage system on the existing drainage system and the downstream adequacy of the existing system to accept the additional flows of the proposed system.

Drainage utilities shall be located within existing or proposed highway rights-of-way. Locating the utility within other than highway rights-of-way will be considered only if technically necessary.

Storm sewer extensions which are not the result of subdivision shall be extended a minimum distance of 5 metres along the lot frontage to provide for convenient service connections.

Storm sewer extensions required at the time of subdivision shall be extended across the entire frontage of the original parcel.

Service connections to lots created for industrial use shall *not* be installed at the time of subdivision unless type, size and location of these services are known at the time of Engineering plan acceptance and the requirements of the applicable Bylaw have been satisfied. It will be the responsibility of the Owner to make application for industrial connections at the time of Building Permit application.

For commercial and industrial developments or subdivisions, a storm water management plan may be required at the time of Building Permit application.

#### 3.2 MINOR AND MAJOR SYSTEMS

Each drainage system shall consist of the following components:

## .1 The Minor System

It shall consist of pipes which convey flows of a 10 year return frequency.

Driveway culverts that form part of the minor system shall be designed to the 10 year return frequency with the design headwater not to exceed the top of the culvert.

### .2 The Major System

It shall consist of surface flood paths, roadways and watercourses which convey flows of a 100 year return frequency. Major flood path routing is required wherever surface overland flows in excess of 0.05 m<sup>3</sup>/s are anticipated.

Driveway Culverts that form part of the major system shall be designed to accommodate the 100 year return frequency. Surcharging at the inlet for the 100 year flow is acceptable provided the headwater profile does not intersect habitable property.

In all cases, consideration must be given to the design of the major flows within storm sewers, should any inlet facility become blocked or restricted.

#### 3.3 DRAINAGE DESIGN METHODS AND FLOWS

Storm drainage systems shall be designed using conventional methods and Storm Water Management techniques.

### .1 Conventional Systems

Proposed drainage system shall be designed using the Rational Formula (generally for developments where the tributary areas are less than 10 hectares), or incorporating the use of Hydrographs (for larger areas and for any drainage system including detention facilities). The Owner shall provide to the City all calculations pertinent to the design of the proposed drainage system. All designs shall take into consideration post-development upstream flows.

### a) Rational Method Q = RAIN

where  $Q = Flow in m^3/s$ 

R = Runoff coefficient

A = Drainage area in ha

I = Rainfall Intensity in mm/hr

N = 0.00278

## b) Hydrograph Methods

- i) Manual Methods may be attained through several means including those noted in American Public Works Association Special Report No. 43 entitled: "Practices in Detention of Urban Storm Water Runoff "or by the U.S. Soil Conservation Service (SCS) method as described in SCS Technical Release No. 55 entitled: "Urban Hydrology for Small Watersheds."
- ii) Computer Modelling systems may be by either the "Stormwater Management Model" (SWMM) or the "Illinois Urban Drainage Area Simulator" (ILLUDAS).

### .2 Storm Water Management Systems

Storm Water Management Systems shall incorporate such techniques as lot grading, surface infiltration and sub-surface disposal, storage or other acceptable methods, to limit the peak runoff from the development.

Storm Water Management shall be used for all comprehensive developments and should be included, where feasible for conventional developments.

A proper Storm Water Management Plan should include all drainage facilities, lot grading (showing pre- and post-development elevations), major

flood path routing, and all other appropriate information pertinent to the design as identified in Section 3.1.

#### 3.4 RUNOFF COEFFICIENTS

The following runoff coefficient shall be used in the calculation for the Rational Formula:

#### TYPE OF AREA

#### COEFFICIENT

	Low	High	Standard
Low Density Housing	0.45	0.55	0.50
Medium Density Housing	0.55	0.65	0.60
High Density Housing	0.60	0.80	0.70
Commercial, Industrial	0.80	0.90	0.85
Institutional	0.70	0.90	0.80
Park or Golf Course	0.15	0.25	0.20
Churches or Schools	0.60	0.85	0.75
Grassland	0.15	0.30	0.20
Cultivated	0.30	0.50	0.40
Woodland	0.10	0.40	0.25
Roofs or Pavements	0.90	1.00	0.95

Standard values are for general application. The Owner's Engineer should verify the coefficient applicable for the area involved. The City Engineer shall be the final authority on the coefficient to be utilized.

### 3.5 DRAINAGE AREAS

The entire tributary drainage area for the storm drainage system under design shall be according to the natural contours of the land. While contour maps provided through the Engineering Department, can be expected to be reasonably indicative of the actual condition, Owner's Engineers are cautioned not to interpret them to be exact and correct.

It is the Owner's Engineer's responsibility to ensure that they obtain true and accurate elevations for the development site.

#### 3.6 RAINFALL INTENSITIES

#### .1 Time of Concentration

Flows in storm sewers and ditches, channels or watercourses and overland flows shall be considered in computing the time of concentration by using the following formula:

$$T_c = Ct \times L \times n$$
12 x s<sup>0.5</sup>

#### where:

T<sub>c</sub> = Time of concentration in minutes

Ct = Concentration coefficient depending on the type of flow rate

= 0.5 for natural watercourses or ditches: 1.4 for overland flow, 0.5 for storm sewer flow

L = Length of watercourse, conduit or overland flow in metres, along the drainage path from the furthest point in the basin to the outlet (maximum length = 300 m)

n = Channel friction factor

= 0.050 Natural Channels

= 0.030 Excavated ditches

= 0.016 Overland flow on smooth paving

= 0.400 Overland flow on natural areas

= 0.013 Concrete pipe

= 0.011 PVC

s = Basin slope in metre/metre

Actual flow velocities in storm sewers shall be used. A composite value for T<sub>c</sub> shall be calculated in cases where the type of flow along the longest path varies or the slope changes.

### .2 Rainfall Return Frequency

The following return frequencies shall be used for design:

i) Minor Systems 10 year return

ii) Major Systems 100 year return

### .3 I.D.F. Curves

Rainfall Intensity/Duration/Frequency (IDF) curves are shown on a Standard Drawing.

#### 3.7 SITE AND LOT GRADING

Developments in the City shall incorporate proper site and lot grading techniques. The following criteria shall be used:

- .1 Each lot should be graded to drain to a municipal drainage system, independent of adjacent lots where possible. Minimum lot grades to be 1.0 percent.
- .2 Areas around building (or proposed building sites) shall be graded away from the (proposed) foundations to prevent flooding.
- .3 Lots lower than adjacent roadways should be avoided where possible or acceptable storm water management techniques must be incorporated to direct drainage to an existing or proposed drainage system.
- .4 Habitable portions of buildings or proposed buildings must be sited above the Major System hydraulic grade line. Minimum floor elevation shall be shown on each lot.
- .5 Individual lot(s) will not be permitted to direct storm water discharge or drainage into any natural watercourse, park or green belt area(s), without the approval of the Ministry of Environment and the City Engineer.

**NOTE:** The Owner is advised that lot grading is considered an "essential service" and is required prior to the issuance of building permits. To facilitate Building Permit issuance, and to provide the builders with accurate site information, the submission and acceptance of the lot grading record drawing(s) is required prior to issuance of the building permits.

#### 3.8 ROOF DRAINAGE

- .1 Roof drainage must be discharged into the City's drainage system.
- .2 On flat roofs, controlled-flow roof drain devices shall be installed to provide temporary storage and retard the discharge to the ground or storm sewer system if the roof is designed as part of a retention system. Generally, this is applicable in commercial, industrial, and institutional developments.

#### 3.9 DETENTION FACILITIES

For the most part, development in urban areas and in industrial areas will be serviced by Site-Specific Detention Facilities.

Large developments, generally independent of existing drainage facilities, or where the existing drainage system is known or proven to be inadequate, will be required to provide detention of the storm water to the pre-development runoff flows.

Due to a variety of site-specific characteristics, and the numerous detention facility designs, it is not feasible to delineate all the unique or typical situations that may exist for any one particular area. The Owner's Engineer shall review all proposals for detention systems with the City Engineer prior to detailed design.

Detention facilities shall be designed with bottom drainage to ensure the facility is dry when not in use.

#### 3.10 FLOW CAPACITIES

The following information shall be referred to when calculating flow capacities for:

#### **Storm Sewers and Open Channels**

Use Manning's Formula Q = AR <sup>0.667</sup> S <sup>0.5</sup>

n

where

Q = Design flow in m<sup>3</sup>/s

A = Cross sectional area in  $m^2$ 

R = Hydraulic radius in m

S = Slope of hydraulic grade line in m/m

n = Roughness coefficient

= 0.011 for PVC pipe

= 0.013 for asbestos cement, clay and concrete pipe

= 0.024 for corrugated steel pipe

= 0.020 for gravel lined channels

= 0.013 for concrete or asphalt lined channels

= 0.050 for natural streams and grassed channels

#### Culverts

**NOTE:** Downsizing of storm sewers will not be accepted for sizes 600 mm diameter or less. A maximum downsizing of two pipe sizes for storm sewers larger than 600 mm diameter will be considered.

### 3.11 SEWER LOCATION/CORRIDORS

Storm sewers shall be located within the road right-of-way as noted in the applicable Standard Drawing Typical Cross-section for that road.

When the utility is required to cross private land(s), the right-of-way required shall be a minimum of 3.0 m wide. Where both storm and sanitary sewers are in one right-of-way, the width shall be a minimum of 5.0 m wide.

When a utility is located within a right-of-way, and manholes or other appurtenances which require maintenance are located within the right-of-way, the Owner may be required to provide a constructed road access from a City road for maintenance vehicles. The maintenance access shall be constructed to a gravel lane standard or approved equal adequate to support the maintenance vehicles for which the access is intended.

## 3.12 UTILITY SEPARATION(S)

Refer to Section 2.8 for clearance with watermains.

#### 3.13 MINIMUM SIZE OF PIPE DIAMETERS

The minimum size of storm sewers shall be 200mm diameter

Catch basin leads shall be a minimum 200mm diameter.

Service connections shall be a minimum 150mm diameter (residential/industrial/commercial).

Driveway culvers shall be a minimum 300mm diameter.

The minimum road crossing culvert size shall be 375mm diameter.

#### 3.14 MINIMUM DEPTH OF COVER

The minimum depth of cover shall be 1.2 m for storm sewer pipes up to 600 mm, and 0.3 m for culverts across roads and driveways, subject to the correct pipe loading criteria. For pipe sizes larger than 600 mm, an engineering design for cover will be required.

The elevation of storm sewers at the upstream tributary points must be of sufficient depth to service all of the tributary lands.

#### 3.15 SERVICE CONNECTIONS

Service connections shall:

- .1 Be installed to all lands fronting the main, except where lands have an acceptable alternative existing drainage system, so that the lands may be provided with a 'gravity-flow' connection.
- .2 Have a diameter of a minimum 150 mm for residential, industrial and commercial.
- .3 Have a slope of not less than 2.0%.
- .4 Be installed at the lower (downstream) portion of the lot for larger lots or parcels of land. In urban developments connections shall be as noted on Standard Drawings.
- .5 Be single connections only.
- .6 When the design proposes to infill an existing ditch, all existing service connections are to be connected to the proposed main.

#### 3.16 MINIMUM/MAXIMUM VELOCITY

The minimum velocity for pipes flowing full, or half full, shall be 0.75 m/s.

There is no maximum velocity, however, where grades exceed 15%, scour protection may be required and anchor blocks will be required.

Where drainage discharge enters a natural watercourse, the Ministry of Environment generally requires adequate Rip Rap protection and maximum velocities under 1.0 m/s.

## 3.17 CURVILINEAR SEWERS

Where curvilinear sewers are proposed, the minimum radius should not be less than 60 m and only where the maximum joint deflection or bending radius is one half of the pipe manufacturers' recommendations. Only one curve will be permitted between manholes.

#### 3.18 MANHOLES

Manholes are required at:

- \* every intersecting sewer
- \* all changes in direction
- \* downstream end of curvilinear sewers
- \* every 150 m for pipes less than 900 mm diameter
- \* every 300 m for pipes 900 mm diameter and larger
- \* all changes in pipe size
- \* all changes in grade

#### 3.19 HYDRAULIC LOSSES IN MANHOLES

The following criteria shall be used:

- a) Generally the crown of the downstream pipe shall not be higher than the crown of the upstream pipe.
- b) Minimum drop in invert levels across manholes:
  - i) straight run no drop required
  - ii) deflections up to 45° 20 mm drop
  - iii) deflection 45° to 90° 30 mm drop
- Outside drop connections shall be provided wherever the drop exceeds 0.6 metres.

#### 3.20 TEMPORARY CLEAN-OUTS

Temporary clean-outs may be provided at terminal sections of a main provided that:

- \* future extension of the main is proposed or anticipated.
- \* the length of sewer to the downstream manhole does not exceed 45.0 m.
- \* the depth of the pipe does not exceed 2.0 m at the terminal point.

**NOTE:** Clean-outs shall *not* be considered a permanent structure.

#### 3.21 CATCH BASINS

Catch basins shall be provided at regular intervals along roadways, at intersections, and at low points.

Catch basin spacing shall be designed to drain a maximum area of 500 m<sup>2</sup> on road grades up to 5% and 400 m<sup>2</sup> on steeper grades.

Catch basin leads shall be minimum 200 mm in diameter for single C.B.s and 250 mm for double C.B.s. Where possible, C.B. leads should be taken into manholes. See Standard Drawing. Each catch basin lead shall connect to a main. Double catchbasins shall connect to a common lead at a "wye."

#### 3.22 INLET AND OUTLET STRUCTURES

Standard Drawings for inlet and outlet structures shall be used in the design of these facilities.

Outlets having discharge velocities in excess of 1.0 m/s shall require rip rap protection or an accepted energy dissipating structure to control erosion.

A safety grillage shall be required at the outlets of all storm sewers over 600 mm in diameter and which exceed 30 m in length. Trash racks at the inlets shall be required on all storm sewers which utilize safety grillages.

#### 3.23 FRENCH DRAINS

The use of French drains shall only be permitted where the topography and soil conditions are proven adequate to the acceptance of the City Engineer. A soils report will be required to support the design as per Standard Drawing.

#### 3.24 SILTATION CONTROLS

The Owner's Engineer is required to demonstrate how work will be undertaken and completed so as to prevent the release of silt, raw concrete and concrete leachate, and other deleterious substances into any ditch, storm sewer, watercourse or ravine. Construction and excavation wastes, overburden, soil, or other deleterious substances shall be disposed of or placed in such a manner as to prevent their entry into any water- course, ravine, storm sewer system, or restrictive covenant area.

Should siltation controls be required, details of the proposed works are to be included in the approved drawings and shall be installed as part of the works.

All siltation control devices shall be situated to provide ready access for cleaning and maintenance.

Proposed siltation control structures must be maintained throughout the course of construction and to the end of the maintenance period (final acceptance). Changes in the design of the structure will be required if the proposed structure is found to be inadequate.

#### 3.25 NATURAL WATERCOURSES

All proposals for works in and adjacent to natural watercourses must be forwarded (by the designer) to the following Federal and Provincial Government Agencies:

- 1. Fisheries and Oceans Suite 400 - 555 W. Hastings St. Vancouver, B.C. V6B 5G3 (tel.: 604-666-3545)
- 2. Fish and Wildlife Branch Ministry of Environment 10334 - 152A Street Surrey, B.C. V3R 7P8 (tel.: 604-584-8822)
- 3. Water Management Branch Ministry of Environment 10334 - 152A Street Surrey, B.C. V3R 7P8 (tel.: 604-584-8822)

Should siltation controls be required by the above agencies, details of the proposed works are to be included in the approved drawings and shall be installed as part of the works.

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## 4.0 SANITARY SEWER

#### 4.1 SANITARY SEWER SYSTEMS

Sanitary sewer systems shall be designed in accordance with the requirements of the Ministry of Environment, Waste Management Branch, "Guidelines for Assessing Sewage Collection Facilities", latest Edition, and the requirements noted below.

#### General

Sewer utilities shall be located within existing or proposed highway rights-of-way. Locating the utility within other than highway rights-of-way will be considered only if technically necessary.

Sewer main extensions which are not the result of subdivision shall be extended a minimum distance of 5 metres along the lot frontage to provide for convenient service connections.

Service connections to lots created for Industrial use shall not be installed at the time of subdivision unless type, size and location of the services are known at the time of Engineering plan acceptance and the requirements of the applicable Bylaw have been satisfied. It will be the responsibility of the Owner to make application for industrial connections at the time of Building Permit application.

Development will not be permitted on the basis of private "package" sewage treatment plants.

#### 4.2 DESIGN FLOWS

The sanitary sewer system shall be designed using the following average daily flows for the zone noted:

Residential/institutional = 410 litres/capita/day Industrial/commercial = 22,500 litres/hectare/day

An infiltration rate of 0.1 litres/sec/hectare shall be added to the above flows.

The design flows shall be calculated using the average daily flows plus the infiltration rate.

Peak flows shall be 5 times the average daily flow for contributing areas with populations less than 1,000; and 4 times the average daily flow for contributing areas with populations between 1,000 and 3,000.

For commercial and industrial lands, peak flows shall be determined using the population equivalent of the calculated average daily flow. Therefore, the peaking factor shall be selected for the appropriate equivalent population when the average daily flow is divided by 410 l/cap/day.

#### 4.3 PIPE FLOW FORMULAS

## **Gravity Sewers**

Manning's formula shall be used:  $Q = AR^{0.667} S^{0.5}$ 

where  $Q = design flow in m^3/s$ 

A = cross sectional area in  $m^2$ 

R = hydraulic radius (area/wetted perimeter) in m

S = Slope of hydraulic grade line in m/m

n = Roughness coefficient = 0.013 for concrete pipe

= 0.011 for PVC pipe

#### **Force Main Sewers**

Hazen-Williams formula shall be used:  $Q = \frac{CD^{2.63} S^{0.54}}{278.780}$ 

where Q = rate of flow in litres/sec

D = internal pipe diameter in mm

S = slope of hydraulic grade line in m/m

C = friction coefficient = 120

#### 4.4 MANHOLES

Manholes shall be required at:

\* all changes in grade

\* all changes in direction\* all terminal sections

\* downstream end of curvilinear sewers

\* every 150 m

all intersecting sewers

\* all changes in pipe sizes

Through-manholes shall be placed where future extensions are anticipated.

Sanitary manhole rim elevations in off road areas shall be designed above the adjacent storm manhole rim elevation, and above the surrounding ground so that infiltration from ponding will not occur.

#### 4.5 HYDRAULIC LOSSES ACROSS MANHOLES

The following criteria shall be used:

- a) The crown of the downstream pipe shall not be higher than that of the upstream pipe.
- b) Minimum drop in invert levels across manholes:
  - i) Straight run no drop required
  - ii) Deflections up to 45° 20 mm drop
  - iii) Deflections 45° to 90° 30 mm drop
- c) A drop pipe shall be installed when the drop between inverts exceeds 0.6 m.
- d) Inside ramps will be permitted up to 450 mm from invert to channel bed.

#### 4.6 TEMPORARY CLEANOUTS

Temporary cleanouts may be provided at terminal sections of a main provided that:

- \* future extension of the main is proposed or anticipated.
- \* the length of sewer to the downstream manhole does not exceed 45.0 m.
- \* the depth of the pipe does not exceed 2.0 m at the terminal point.

**NOTE:** Clean-outs shall *not* be considered a permanent structure.

#### 4.7 MINIMUM PIPE DIAMETER

The minimum size of pipe shall be 200 mm except for the last upstream section which may be 150 mm, provided the sewer cannot be extended in the future.

#### 4.8 **VELOCITIES**

The minimum velocity shall be 0.75 m/sec. There is no maximum velocity, however, consideration must be given to scour problems where flows exceed 2.5 m/sec., and anchoring should be incorporated where the grade(s) of the sewer are 15% or greater.

#### 4.9 MINIMUM GRADE

The grade(s) of any sewer is governed by the minimum velocity required (0.75 m/sec). However, the last section of a main that will not be extended in the future, shall have a minimum grade of 1.5% where 150 mm diameter pipe is proposed.

#### 4.10 MINIMUM DEPTH OF COVER

The minimum cover over any main shall be 1.2 m.

The depth of the sewer must be sufficient to provide 'gravity flow' service connections to both sides of the roadway and must allow for future extension(s) to properly service all of the upstream tributary lands for ultimate development.

#### 4.11 CURVILINEAR SEWERS

Where permitted, horizontal curves will require a constant offset and/or shall be uniform throughout the curve. The radius of the curve shall not be less than 60 m. The design velocity must exceed 0.6 m/sec., the minimum grade shall be 1.0% and each joint is to be located by survey. Only one curve between manholes shall be allowed.

#### 4.12 SEWER LOCATION/CORRIDORS

Sanitary sewers shall be located within the road right-of-way as noted in the applicable Standard Drawing Typical Cross-section for that road.

When the utility is required to cross private land(s), the right-of-way shall be a minimum of 3.0 m wide. Where both storm and sanitary sewers are in one right-of-way, the width shall be a minimum of 5.0 m wide.

When a utility is located within a right-of-way, and manholes, or other appurtenances which require maintenance, are located within the right-of-way, the Owner may be required to provide for a constructed road access from a City road for maintenance vehicles. The maintenance access shall be constructed to standards or approved equal adequate to support the maintenance vehicles for which the access is intended.

#### 4.13 SERVICE CONNECTIONS

#### .1 Connections to Main

- .1 Service connections shall be provided to each lot fronting the main. All services shall enter the main at a point just above the springline.
- .2 Single connections only will be permitted.
- .3 Connections to new mains shall be made using wye fittings; connections to existing mains shall be made using saddles.
- .4 The standard size for service connections shall be 100 mm.
- .5 The minimum grade of service connections from the main to the property line shall be 2.5%.
- .6 The minimum depth of a service at the property line shall be 1.0 m and the maximum depth of a service at the property line shall be 2.0 m unless otherwise accepted by the City Engineer.

#### .2 Service connections may be permitted into manholes provided that:

- .1 The connection is not in an adverse direction to the flow in the sewer main.
- .2 The provisions noted in Section 4.5 are met.

#### .3 Inspection Chambers

Inspection chambers (I.C.) are required for all residential connections. See Standard Drawings.

#### .4 Control Manholes

Control manholes are required for all industrial and light industrial connections. Control manholes will be required for commercial connections at the discretion of the City Engineer. See Standard Drawing.

#### 4.14 SANITARY PUMP STATIONS

If at all possible, the use of sanitary pump stations is to be discouraged. Any proposed use of pump stations must receive prior approval from the City Engineer. Any sanitary pump station, must be located within a right-of-way *outside* the road dedication.

The size, capacity and type of these stations will be dependent upon the development and catchment area involved.

Generally, the following criteria shall be considered:

- .1 All sanitary pump stations shall be designed with two pumps, each capable of handling the maximum flow conditions independent of the other.
- .2 Each pump must be:
  - \* capable of passing solids up to 75 mm in size
  - equipped with hour meters
  - \* easily removed for maintenance
  - \* operate on a 347/600 volt electrical source (pump motors over 5 h.p. are to be 600 volt phase 3 type)
  - \* able to operate alternately and independently of each other
- .3 Motor cables, power cables, etc. shall be continuous from within the pump station to within the kiosk. In no instance shall a cable be spliced.
- .4 Level controls shall be either a Flygt float level type (mercury) or Multi-Probe system or an acceptable alternative. Guides must be used for all float levels.
- .5 All auxiliary equipment and control panels shall be mounted in a suitable kiosk adjacent to the station. The kiosk shall be located a minimum of 3.0 m from the station lid.
- .6 The control kiosk shall be designed to contain all control and telemetry equipment on the front panel and all power equipment on the rear panel.
- .7 Check valves shall be weight and lever type.
- .8 All stations shall require an explosion-proof exhaust fan which can be activated by opening the entrance cover and/or by manual switch, and be of sufficient capacity to exchange the total volume of air inside the station with fresh air within 3 minutes of activation.
- .9 The entrances to all stations must be waterproof and be provided with a suitable lock. The cover may be either aluminum or iron and must have a counter weight to facilitate opening. The entrance should be at ground level where feasible but, in no case, more than 300 mm above the ground. An explosion-proof light with a protective cover should be located in a suitable location in the station and the light should be activated by the entrance cover.

- .10 Access into the stations shall be by an aluminum ladder. The location of the ladder shall not interfere with the removal and installation of the pumps, etc. The ladder shall be designed to extend and lock at least 600 mm above the station entrance. A platform is to be provided above the high water level float to permit wet well access wherever the total depth from ground level to wet well floor exceeds 2.40 metres.
- .11 All wiring shall be explosion-proof, Class 1, Division 2, and electrical design and installation is subject to the acceptance of the Provincial Safety Inspector. Metal stations shall be protected by at least two 32 lb. packaged magnesium anodes.
- .12 All stations shall provide an automatic generator for standby power in case of power failure. Provision for a telemetry system must be included for connection into the City's Telemetry System.
- .13 All equipment must be CSA approved and have at least a one year guarantee for parts and labour. The supplier is to provide to the City three sets of Operating and Maintenance Manuals. All pumps must be factory tested prior to installation.
- .14 A gate valve is required on the influent line and on each pump discharge. The valves shall be outside the station and be complete with square operating nut and Nelson box.
- .15 A water connection for cleaning purposes must be provided. A backflow preventer is required for connections in the station.
- .16 The roof and cover of the pump station should be designed to withstand a loading of H-25 (Highways Standard).
- .17 Provision(s) must be made for standby pumping from an external source. An adaptor flange ("Kamlock") complete with a quick coupling and lockable cap will be required.
- .18 The control panel must incorporate an extra plug-in; a Crouse Hinds receptacle and a transfer switch for a standby power source. Underground electrical wiring is required.
- .19 The area around the station and all associated equipment or building shall be asphalted. The size of the area to be determined by the requirements for maintenance.
- .20 A receptacle compatible with the City's removable lifting arm shall be incorporated into the design of the pump station to facilitate the removal and installation of the pump(s).
- .21 The interior surfaces of all steel and fibreglass stations shall receive at least two coats of two component white epoxy enamel.

- .22 The wet well bottom shall be benched to direct all solids into the pump suction. The influent line shall be located tangent to the wet well to encourage scouring of the wet well.
- .23 The pump control panel must incorporate the following indicator lamps:
  - \* pump on (green), each pump.
  - \* pump fail (red), each pump, manual reset.
  - \* high water level (red), manual reset.
  - \* low water level (red), manual reset.

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#### 5.0 ROADS

#### 5.1 INTRODUCTION

All roads in the City shall be designed in accordance with the recommended practice as outlined in the "Manual of Geometric Design Standards for Canadian Roads" (1999 Metric Edition) and/or latest edition as published by the Transportation Association (T.A.C.) or as stated elsewhere in Schedule "C" or as accepted by the City Engineer.

#### General

Highway systems must provide for extension and connection to existing or proposed systems adjacent to or beyond the subdivision.

All highways shall be designed in accordance with recognized Community Planning and Traffic Engineering principles and shall include:

- \* Discouragement of through traffic within residential subdivisions
- \* Provision for right angles at intersections
- Restricting access to arterial highways

Vehicular access details from proposed highways to each proposed parcel in the subdivision may be requested as part of the engineering drawings.

#### 5.2 CLASSIFICATIONS

The City Engineer will advise the Owner of the Classification of each road. The design of these roads shall be in accordance with the Standard Drawing for each road type.

Generally, the following criteria will be applicable; although traffic volumes and predominant type of development may require adjustment:

## **ROW and Road Widths**

Classification*	Right-of-Way Width	Urban Paved **
Major Arterial	20-30m	12-30m (3.5m lane width)
Minor Arterial	20-30m 11.6-30m (3.3m lane width	
Collector	20.0m	11-12.2 (3-3.3m lane width)
Local	20.0m (15m for local residential streets)	8.2-11m (3-3.2 lane width) (8.2 for local residential streets)
Lane	6.1 m	4.3 m for RS & RT zoned

Classification changed to reflect Transportation Plan road class
 Inserted lane widths to define pavement width

## Sidewalk Width

Pedestrian Area*	Minimum Clear Width **	One Side	Both Sides
Pedestrian Precinct	3.0m		<b>✓</b>
Primary Pedestrian Generators	2.0m		<b>✓</b>
Secondary Pedestrian Generators	1.8m		✓
Low Pedestrian Generators	1.8m	✓	

<sup>\*</sup> Defined in the Transportation Plan, Map 1

<sup>\*\*</sup> Clear Width - Definition

#### 5.3 GRADES

The maximum longitudinal grades generally shall be as follows:

a)	local residential streets	14%
b)	cul-de-sac	8%
c)	collectors	6%
d)	arterials	6%

The minimum longitudinal grade generally shall be 0.5%.

Where topographical constraints restrict the attaining of the above noted grades, special considerations may be given by the City Engineer. Under no circumstances should the grades be less than 0.35 %.

**NOTE:** Where sidewalks are required refer to Section 6.3.

#### 5.4 CROSS-SLOPES

Standard cross-slopes on new streets shall be 3.0% with the crown point in the centre of the pavement.

Where extreme topography is involved, limited local roads may be designed with cross-slopes from 2% to 4% and with one-way cross falls at horizontal curves.

On existing roads which have to be capped a parabolic design formula for cross-slopes is used as follows:

(constant) 4p = 
$$\frac{X^2}{Y} = \frac{Xn^2}{Yn}$$

Where X = Horizontal distance from crown to gutter.

Y = Elevation difference between crown and gutter base on crossfall grade.

Xn = Horizontal distance from crown to point 'n' on crossfall section.
 Yn = Elevation difference between crown to point 'n' on crossfall section.

#### 5.5 VERTICAL CURVES

Vertical curves shall be governed by the design speed of the road.

Generally, the following criteria shall be followed:

## Crest vertical curvature for minimum stopping sight distance:

L - length of vertical curve, metres

S - minimum stopping distance, metres

L > S

h₁ - height of driver's eye, 1.05 m

h<sub>2</sub> - height of object, 0.38 m

A - algebraic difference in grades, percent

 $K = \underline{L}$ 

Design Speed (km/h)	Minimum Stopping Sight Distance (m)	Minimum Crest, K (m)
40	45	4
50	65	7
60	85	15
70	110	22
80	140	35
90	170	55
100	200	70
110	220	85
120	240	105
130	260	120

<sup>\*</sup>L (in metres) should be not less than design speed in kilometres per hour

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## Sag vertical curvature for minimum stopping sight distance

L\* - length of vertical curve in metres

S - minimum stopping sight distance in metres

L > S

hs - height of head lamps 0.6 m

1° - angle of light beam upward from plane of vehicle

A - algebraic difference in grade percent

K - <u>L</u> A

Design Speed km/h	Minimum Stopping Sight Distance, m	Headlight Control	Minimum Sag, M	Comfort Control, K
40	45	7		4
50	65	11		6
60	85	20		10
70	110	25		15
80	140	30		20
90	170	40		20
100	200	50		25
110	220	55		25
120	240	60		30
130	260	65		

<sup>\*</sup>L (in metres) should be not less than design speed in kilometres per hour.

Centripetal acceleration 0.3 m/s²

#### 5.6 HORIZONTAL CURVES

Horizontal curves shall be governed by the design speed of the road.

	Minimum radius for low speed urban design (m)		
Design Speed (km/h)	0.04 m/m <sup>emax</sup> 0.06 m/m		
30	20	20	
40	45	40	
50	80	75	
60	130	120	
70	185	170	

#### 5.7 CURB RETURNS

The minimum curb return radii shall be as follows for each road classification noted:

Industrial 7.6 m
Commercial 7.6 m
Arterials & Collector 7.6 m
Local\* 6.4 m
Lanes 3.0 m

# \* Local roads in Industrial and Commercial zones shall have minimum curb radii of 7.6 m

Greater curb return radii may be required to suit local traffic conditions (e.g. bus and truck routes).

The 'higher' road standard shall apply where two different road classifications meet.

Corner bulge and radii criteria for classification of roads will vary to suit conditions.

#### 5.8 CUL-DE-SACS AND P-LOOP

Design of cul-de-sacs shall follow the applicable Standard Drawing.

The following minimum radii shall apply for roads in the zones noted:

Road	Pave Radius	R.O.W. Radius
Residential	9.6	10.0
Commercial	14.0	17.0
Industrial	15.0	18.5

No cul-de-sac shall exceed a length of 150 metres as measured from the beginning of it's turnaround to the nearest right-of-way line of an intersecting highway having more than one access, unless an emergency access is provided.

No P-loop shall exceed a total street length of 850 metres provided however that the length of the entrance leg to such P-loops shall not exceed 230 metres, and all P-loops shall be provided with an emergency access.

The maximum total street length of a P-loop may be increased in suburban residential zones; provided, however, that in no case such P-loop shall provide frontage to more than 60 lots created in a subdivision.

The emergency access required above shall directly connect from the turnaround of a cul-de-sac or from the loop road of a P-loop to an adjacent highway or as otherwise acceptable to the City Engineer.

The design of cul-de-sacs is not limited to the above and the Owner's Engineer may propose alternatives provided that good engineering practice is followed. Alternative designs are subject to review by the City Engineer.

#### 5.9 TEMPORARY TURNAROUNDS

In cases where the proposed road exceeds 50 m in length and is to be extended in the future, temporary turnarounds shall be required.

A temporary turnaround can be by way of a hammerhead design. See Standard Drawing.

#### **5.10 INTERSECTIONS**

Particular attention shall be given to the design of all intersections.

The Owner's Engineer should employ good engineering practice in assessing the following concerns:

- \* Approach grades and grade transitions
- Crossing sight distance
- Design speed
- \* Intersection cross-slopes
- \* Curb Returns
- \* Intersection alignment

Specifically, grades of major and minor roads at intersections shall be adjusted where topographic or other conditions dictate the use of maximum or near maximum permissible grades. Such adjustments are essential to provide reasonable stopping opportunities during extreme roadway icing conditions.

## TABLE A

# VERTICAL ALIGNMENT AT INTERSECTIONS Major Roads

Major Road	Maximum Grade/Minimum Flattened Distance* for Major Road at Intersection with:			
	Arterials Collector Local			
Arterials	4%/120m	5%/60m	6%/30m	
Collector		5%/60m	6%/30m	
Local	6%/30m			

<sup>\*</sup>Distances are measured from the end of the approach vertical curve (EVC) to the beginning of the departure vertical curve (BVC).

## TABLE B

# VERTICAL ALIGNMENT AT INTERSECTIONS Minor Roads

Minor Road	Maximum Grade/Minimum Flattened Distance* for Minor Road at Intersection with:		
	Arterials	Collector	Local
Arterials	2%/60m		
Collector	2%/30m	2%/25m	
Local	2%/25m	2%/20m	2%/10m

<sup>\*</sup>Distances are measured along the minor road from the ultimate near curb line of the major road to the beginning of the vertical curve (BVC).

#### **5.11 CROSS SECTION CONSIDERATIONS**

The basic design road width and thickness, etc., shall be determined by:

- a) The Standard Drawings applicable and,
- b) The results of soils tests and analysis of Benkleman Beam tests, or by the CBR asphalt pavement design method.

Maximum side slope in earth fills or cuts shall be 1.5H:1V. Flatter slopes shall be used where unstable soil conditions are encountered. If area is required in addition to the right-of-way area to support construction, it shall be registered in favour of the City in the form of a right-of-way.

In urban areas, wherever the side slopes beginning at a point 600 mm from the back of the sidewalk create a depth of vertical cut or fill at the existing property line in excess of 600 mm at 2H:1V slope, a concrete retaining wall shall be constructed unless otherwise permitted by the City Engineer. Retaining walls, if required, shall be adequately drained, contain a vehicle and pedestrian access to each property, and be equipped with railings.

Where applicable, the design shall ensure that the road cross-sections are established to accommodate the Major Flood Path Routing.

#### 5.12 ROAD BASE AND PAVEMENT DESIGN

The structural design of the road pavement shall be adequate for an expected road life of 20 years under the expected traffic conditions for the class of road.

#### .1 Existing Road Upgrading

Road construction and asphalt overlay design shall be based on the analysis of the results of the Benkleman Beam tests and test holes carried out on the existing road which is to be upgraded, or by the CBR asphalt pavement design method.

#### .2 New Road Construction

The design of new roads shall be based on the results of the analysis of materials from test holes dug on the proposed road site at representative intervals, or by the CBR asphalt pavement design method. Test holes and samples shall be undertaken by a qualified soils test company and all reports shall be signed and sealed by a qualified Geotechnical Engineer.

#### .3 Benkleman Beam Deflections

Where the Benkleman Beam design method is used, the maximum seasonally adjusted design deflections (mean plus two standard deviations) shall be as follows:

	Maximum Seasonally Adjust Benkleman Beam Rebound Reading(mm)					Rebound
Standard Classificati on	Min. Granular Sub-base Thickness (100 mm minus Pit run)	Min. Granular Base Thickness (20 mm minus crushed gravel)	Min. Asphalt Thickness	Granula r Surface	Base	Finishe d Paveme nt
Lane	150 mm	75 mm	50 mm		3.10	1.50
Local	150	100	65	35	2.60	1.50
Collector	200	100	50 (fine) 65 (base)	40	2.20	1.20
Arterial	200	100	50 (fine) 65 (base)	40	1.90	1.00

#### **5.13 PAVEMENT MATERIALS**

The standard pavement material in the City is hot mixed, machine laid, asphaltic concrete.

The use of concrete may be considered.

Gravel, surface treated, or flush-coated roads are not acceptable for new road construction.

#### 5.14 VEHICULAR ACCESS

Each parcel must have sufficient road frontage to accommodate vehicular access to the following standards and specifications:

- .1 Widths and locations of vehicular accesses shall be in accordance with City Bylaws.
- .2 Doors and gates must not open into a street, lane or walkway allowance.
- .3 Pedestrian access to lanes must be designed to provide an unobstructed view of traffic.
- .4 Vehicular access off a street must conform to City Standard Drawings.

- .5 Vehicular access off a lane must be designed to prevent the spillage of lane drainage onto private property.
- .6 Vehicular accesses shall be designed to prevent contact with the underside of vehicles expected to enter the property. The City Engineer may require plan and profile drawings showing access paths of typical design vehicles.
- .7 Notwithstanding Sections 5.14.1, .2 and .5, the City Engineer may modify design standards to suit site specific traffic requirements.

#### **5.15 LANES**

Lanes shall conform to Standard Drawings.

All lane to street intersections shall be within 5° of a right angle.

#### 5.16 EMERGENCY ACCESS

The requirement for emergency access is governed by this Bylaw and in consultation with the Fire Department.

Where required, any emergency access must be able to support a wheel axle bearing load of 9.1 tonnes.

The travel surface shall be concrete and shall have chain link fencing on both sides and have bicycle baffles at each end.

#### 5.17 BOULEVARDS

Topsoil and seeding of boulevards in accordance with Schedule "C", Specifications, may be required at the discretion of the City Engineer where it appears that the boulevards will not be developed or upgraded in the near future.

#### **5.18 SIGNS**

All street signs, pavement markings and traffic advisory signs required for each project will be installed by the City at the Owner's expense.

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# **DESIGN CRITERIA**

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## 6.0 CURBS, SIDEWALKS AND WALKWAYS

#### 6.1 CURBS AND GUTTERS

All roads shall be complete with concrete barrier curbs and gutters on both sides of the road.

Where there is no sidewalk, the road support structure for the road(s) shall be constructed to a point 0.3 m wider than the curb in order to provide support for the curb. Refer to Section 6.3 for road base widths where there is a sidewalk.

#### 6.2 WHEELCHAIR RAMPS

Wheelchair ramps are required at all intersections. The design for wheelchair ramps shall be in accordance with the Standard Drawing.

Special designs for the assistance of the physically handicapped shall be encouraged.

A catch basin must be located to intercept road drainage in advance of the wheelchair ramp. This may influence road grade designs or cross slopes.

#### 6.3 SIDEWALKS

Sidewalks shall be required as noted on the Standard Drawing. A sidewalk is also required on any road that provides a pedestrian link to a school, community centre, walkway, park, etc. These sidewalks will be identified in the Preliminary Layout Approval.

For cul-de-sacs, a sidewalk will be required on one side of the access road to the bulb portion. Where a pedestrian generating access route (i.e. walkway or emergency access) is proposed off the bulb portion, the sidewalk is to be extended around and connected to that facility.

All through roads, and all roads in Commercial zones, shall require sidewalks on both sides.

Sidewalks shall abut the curb and shall be continuous around curb returns and for a minimum of 3.0 m after the curb return into roads not requiring sidewalks.

The grade of the sidewalk shall be consistent with the grade of the road.

All sidewalks adjacent to barrier style curbs shall be a minimum 100 mm thick. The preparation of the road base and subbase shall be done to a point 0.30 m wider than the sidewalk to provide structurally sound support for the sidewalk.

Residential driveway accesses shall be restricted to a minimum 7.6 m from the property line adjacent to the intersection with an arterial road, and no closer than 7.6 m from any intersection as measured from the property line. Commercial and industrial driveway accesses shall be as per Standard Drawing. A note is to be added to the design drawings indicating the access location restriction.

#### 6.4 WALKWAYS

All walkways shall be in accordance with the Standard Drawing.

Walkways shall be concrete with chain link fencing on both sides and bicycle baffles at both ends.

The maximum grade shall not exceed 12.0%, unless steps and hand rails independent of the chain link fencing are provided.

#### 6.5 HANDRAILS

All handrails shall be constructed and installed in accordance with Standard Drawing. Handrails shall be required for walkways and sidewalks where grades are determined to warrant such installations or where steps are provided due to grades in excess of 12.0%.

Handrails may also be required along the top of major storm sewer outfalls, along walkways and sidewalks where steep or excessive side-slopes may be encountered, or in any location as deemed necessary by the City Engineer where, in his opinion, the safety of pedestrian traffic or the protection of the public so requires. Where steep or excessive slopes are proposed or encountered, the slope must be no greater than 3:1 and no closer than 1.0 m from the walkway or sidewalk.

# INDEX

# **DESIGN CRITERIA**

7.0	STREET LIGHTING	Page	
7.1	General	58	
7.2	Streetlight Pole Locations	58	
7.3	Underground Ducts	58	
7.4	Minimum Levels of Illumination	59	

### 7.0 STREET LIGHTING

#### 7.1 GENERAL

Design of street lighting systems shall be prepared by a Professional Electrical Engineer, register with the Association of Professional Engineers and Geoscientists of British Columbia. All works must meet current IES design standards for pedestrian and roadway lighting.

#### 7.2 STREETLIGHT POLE LOCATIONS

Generally, streetlight poles shall be designed as follows:

- a) Arterial roads -opposite or staggered spacing
- b) Collector roads -staggered spacing
- c) Local roads -spaced on one side

Poles shall be located within 1.0 m of property corners and shall not conflict with proposed driveway and/or underground services.

#### 7.3 UNDERGROUND DUCTS

Underground wiring for street lighting shall be designed in accordance with B.C. Hydro Specifications and shall conform to the rules and regulations of the Canadian Electrical Code (Part 1), the Provincial Electrical Inspection amendments and any municipal codes or bylaws and other authorities having jurisdiction shall be followed.

The standard off-set for the location of the underground street lighting ducts in road rights-of-way shall conform to the applicable Standard Drawing for the road type.

The minimum depth for the underground ducts shall be 0.6 m in boulevards and 1.0 m below the finished grade of the roadway.

It is the Owner's Engineer's responsibility to ensure that the supply service to the street lighting system receives approval from B.C. Hydro.

#### 7.4 MINIMUM LEVELS OF ILLUMINATION

TABLE 2

## **Illumination Levels**

Level of Service	Average Illuminance Levels (Lux)	Illuminance Uniformity Ratio (Avg:Min)	
Arterials (Major or Mino	r)		
Α	17	3:1	
В	13	3:1	
С	9	3:1	
Collector			
Α	12	4:1	
В	9	4:1	
С	6	4:1	
Local			
Α	9	6:1	
В	7	6:1	
С	4	6:1	

#### Where Level of Service:

A = heavy night-time, vehicular and/or pedestrian traffic volumes on a frequent basis

B = moderate night-time, pedestrian traffic volumes

C = light night-time, pedestrian traffic volumes

Levels of service are as determined by the City Engineer

**NOTE:** At all major intersections, the values noted in the above table shall be increased by fifty percent. The illumination of all major intersections shall be at least equal to the sum of the illumination values provided on the streets forming the intersection.

Luminaires of wattage greater than 150 w. H.P.S. shall not be used without prior approval of the City Engineer.

## INDEX

# **SECTION II - SPECIFICATIONS**

	1.0 WORKS	Page
1.1	Supplementary Specifications	62

#### 1.0 WORKS

The works are provided in accordance with the Master Municipal Construction Document, Volume II, Master Municipal Specifications and Standard Drawings as amended by the City's Supplementary Specifications.

The Master Municipal construction Document, Volume II, published in January 2000 and all revisions as they may occur by the Master Municipal Construction Documents Association and filed in the City Clerk's office are hereby incorporated by reference into this Bylaw.

#### 1.1 SUPPLEMENTARY SPECIFICATIONS

The following Supplementary Specifications shall govern over the Master Municipal Specifications. The corresponding Section and Clause numbers being superseded in the Master Municipal Specification are quoted for ease of reference.

MMCD Section	Sub Section	Title	Supplementary
01561	1.1	Fires	Delete Sub Sections 1.1.1, 2 and 3 and replace with: "Burning of rubbish is not allowed."
02111	3.5	Removal and Disposal	Delete Sub Sections 3.5.3, 4 and 5 and replace with: "Dispose of cleared and grubbed materials to approved off-site disposal area."
02223	1.3	Definitions	Delete Sub Section 1.3.5 and replace with: "Topsoil: as defined I Section 02921, Sub Section 2.4."
	1.8	Limitations of Open Trench	Delete Sub Section 1.8.1 and replace with: "Excavate trenches only as far in advance of pipe laying operation as safety, traffic and weather conditions permit and, in no case, to exceed 10m. Before stopping work on last day of work before weekend or holiday, completely backfill every trench."
	3.6	Surface Restoration	Delete Sub Section 3.6.7.1 and replace with "install permanent pavement within 60 days of placement of permanent patch"

MMCD Section	Sub Section	Title	Supplementary
02224	3.1	General	Delete Sub Section 3.1.3 and replace with: "Surface drainage: as per Section 01561, Sub Section 1.3, Drainage."
02226	2.5	River Sand	Delete Sub Section 2.5.1 and replace with:  "River sand, to be used only where shown on Contract Drawings or specifically specified or approved by Engineer, to be free of organic material, salt and foreign objects and conform to gradations shown in Sub Section 2.5.1."
	2.7.1	Granular Pipe Bedding and Surround Material	Crushed or graded gravels to conform to the gradation for Type 1.         Sieve Designation       Type 1         25mm       100         19mm       90-100         12.5mm       65-85         9.5mm       50-75         4.75mm       25-50         2.36mm       10-35         1.18mm       6-26         0.6mm       3-17         0.3mm       0.075mm         0.5
02234	2.1	Specified Materials	Delete Sub Section 2.1.1.2 and replace with: "100 mm pit run gravel."  Delete Sub Section 2.1.1.3.
02242	2.1	Materials	Add Sub Sections 2.1.4 and 5 which read: 2.1.4. "Resin and water." And 2.1.5 "Dust Control Materials to be environmentally friendly."
02523	1.4	Measurement for Payment	Add Sub Section 1.4.12 which reads: "Adjustment of catch basins is incidental to installation of curb and
			gutter."

MMCD Section	Sub Section	Title	Supplementary
			"Tolerance in accordance with Sub Section 3.3.6."
	3.18	Adjustment of Existing Catchbasins	Delete Sub Section 3.18 and replace with:  "Bring all existing catch basin grates of Catch to finished gutter grade as part of Basin Grate curbing installation.  Use concrete bricks and mortar.  Remove all excess material from inside of catch basin."
	Drawing Number S11	Top Inlet Catchbasin Connection lead	Delete 150 dia PVC DR 35 and replace with 200 dia PVC DR 35

## INDEX

## **SECTION III - STANDARD DRAWINGS**

Roads SA1-Curb-12, SA1-LANE-01-A, SA1-Lane-02, SA1-LANE-03, SA1-CURB-14 (1 of 3, 2 of 3 and 3 of 3), and Transportation Network Road Classification Map

All formal Streetscape Guidelines endorsed by Council are a supplement of this bylaw and are required to the satisfaction of the City Engineer.

SA1-Curb-12

SA1-LANE-01

SA1-LANE-01-A

SA1-Lane-02

SA1-LANE-03,

SA1-CURB-14 (1 of 3, 2 of 3 and 3 of 3)

SA1-ROAD-01

Transportation Network Road Classification Map

## SCHEDULE 'D' Fees and Deposits payable

#### **SCHEDULE "D"**

## FEES AND DEPOSITS Payable

### with Application for Conditional Subdivision Approval

Subdivision Application Fee \$100.00 first lot \$50.00 each additional lot

Fee covers City cost only to record receipt of Conditional Approval Application

### **Subdivision Application Processing Fees**

Fee covers City cost only to review Conditional Approval Application and determine its acceptability and conditions for approval, complete with projected subdivision requirements. **Conditional**Approval Extension Administration Fee \$250.00

Fee covers City cost for document administration for the extension.

Realignment of Lot Line	<del>\$600.00</del>	per application
Subdivision		
New lot line Subdivision	<del>\$1,000.00</del>	<del>per application</del>
Air Space Parcel	<del>\$1,000.00</del>	<del>per application</del>
Subdivision		

### Payable with Application for Subdivision Approval

Plan Examination Fee \$ 500.00 Fee covers City cost only for final subdivision review and Approving Officer signature of the plan(s). Plan Examination Resubmission \$ 500.00

### **Preliminary Application Fees:**

The following fees payable with a Preliminary Application are as follows:

Type of Application	<u>Fee</u>	Fee Type
Realignment of Lot Line	\$600.00	Per Application
Creating New Lots, Air Space Subdivision, and Bare Land Strata	\$1000.00	Per Application
	\$100.00	For First Lot Created
	\$50.00	For Each Additional Lot Created

Phased Strata Plan*	\$1000.00	Per Application

#### Fee Calculation Example:

If you were proposing to split a single lot into two, the fees would be:

\$1000 processing fee + \$100 for the first lot created + \$50 for the second lot created = \$1,150.00.

### **Conditional Approval Extension:**

The following fee is payable to extend conditional approval of a subdivision application:

Conditional Approval Extension Fe	\$250	For each extension granted
-----------------------------------	-------	----------------------------

#### **Final Subdivision Review:**

The following fee is payable with each request to perform a final subdivision review and receive Approving

Officer signature

Plan Examination Fee	<u>\$500</u>	For each request
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### Payable Prior to Subdivision Approval or Building Permit-Issuance

### **Servicing Agreement Administration Fee** \$500.00

Fee covers City cost only for staff processing of servicing agreement preparation

#### **Servicing Agreement Renewal Administration Fee** \$500.00

Fee covers City cost only for staff processing of servicing agreement preparation

#### **Construction Process Administration Fee**

A construction process administration fee is payable whenever a servicing or landscaping agreement is required. The Fee shall be calculated in accordance with the following table:

#### **Estimated Value of Engineering Works**

\$	% fee
1 to 100,000	5.50%
100,001 to 250,000	5.00%
250,001 to 500,000	4.50%
500,001 to 1,000,000	4.00%

The Corporation of the City of North Vancouver Bylaw No. 8014 CONSOLIDATED VERSION

#### **Minimum Construction Process Administration Fee** \$100.00

## Water Service Severance/Connection as per Water Utility Bylaw 6417, 1994, as Amended

Water Service Severance/Connection Fee covers City cost only to sever an existing service and/or install a new service or re-connect an existing service

# Sewer Service Severance/Connection as per Sewerage and Drainage Utility Bylaw 6746, 1995, as Amended

Sewer Service Severance/Connection Fee covers City cost only to sever an existing service and/or install an existing service.

## Property Security/Damage Deposit \*\*

Deposit covers the cost of possible damage to City property which occurs during construction on private property adjacent to City streets. Upon completion of the remedial works, that portion of the deposit not required shall be returned to the Depositor.

\*\* Where, in the opinion of the City Engineer, or the Chief Building Inspector, proposed excavation poses a risk to public property, additional damage deposits may be required, in accordance with Construction Regulation Bylaw No. 7390, 2003, Part 7.3.63 as amended.

The Corporation of the City of North Vancouver Bylaw No. 8014 CONSOLIDATED VERSION

<b>ng Permit Application under \$<del>250</del>600,000.00:</b> \$1,000.00 Payabl f Building Permit Issuance
<b>Permit Application \$250600,000.00 or more:</b> \$1,000.00 per of \$20,000.00, with a minimum of \$2,500.00.
<b>trial</b> : \$150.00/frontage metre of abutting highway, minimum of I to the closest \$100.00

## **Security/Damage Deposit Administration Fee** \$280.00

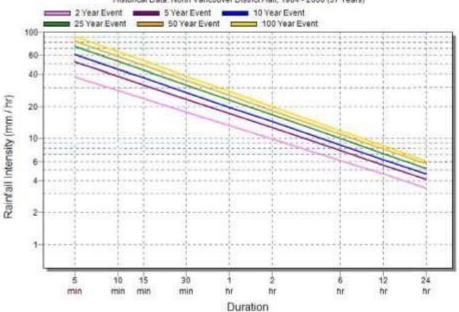
Fee covers City cost only for staff processing of deposit management

The developer is responsible for requesting City Staff review the security/damage deposit/bond upon completion of the works and maintenance period. If after 2 years from the date of Certificate of Total Completion or Final Occupancy, the applicant will forfeit the deposit(s)/bond to the City.

## **Intensity Duration Frequency Analysis**

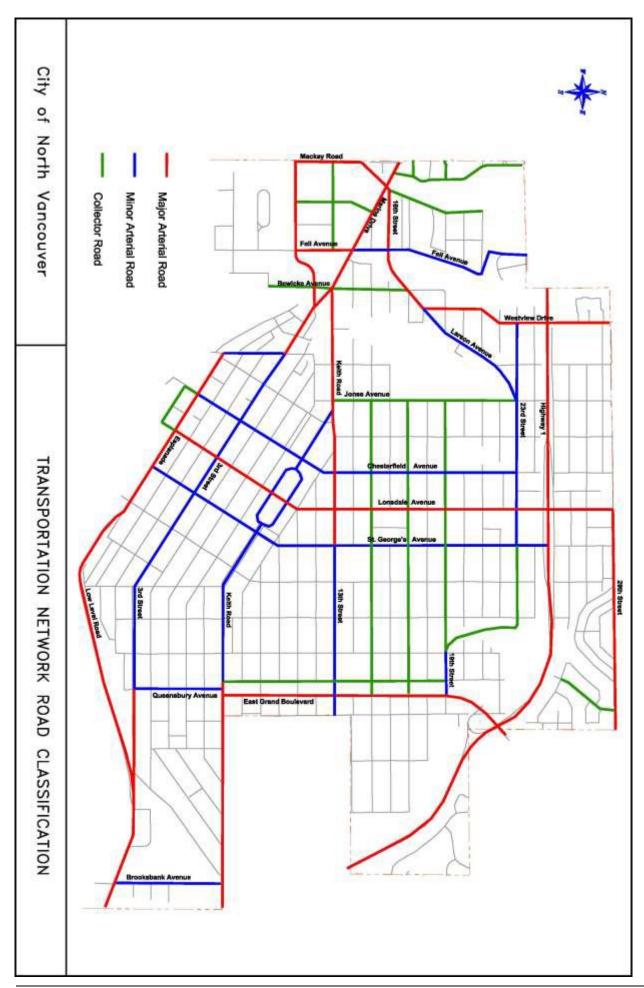
## North Vancouver City Hall

Rainfall Period: 12/8/2010, 12:00 AM -- 12/8/2010, 11:55 PM Historical Data: North Vancouver District Hall, 1964 -- 2000 (37 Years)



Total Rainfall During Period 12.2 mm Hours in Period 23.9 hrs

	F		40-1-	the sales				40.4	
	5 min	10 mm	15 min	30 min	1 hr	2 hrs	6 hrs	12 hrs	24 hrs
Current Period	9.6	B.4	7.2	5.2	5.0	3.5	1.8	0.0	0.0
2 Year Event	38.0	28.3	23.8	17.7	13.2	9.8	6.2	4.6	3.4
5 Year Event	52.1	38.2	31.9	23.4	17.1	12.6	7.7	5.6	4.1
10 Year Event	61.4	44.7	37.2	27.1	19.7	14.4	8.7	6.3	4.6
25 Year Event	73.1	52.9	43.8	31.7	23.0	16.6	10.0	7.2	5.2
50 Year Event	81.8	59.0	48.7	35.2	25.4	18.3	10.9	7.9	5.7
100 Year Event	90.3	65.0	53.6	38.6	27.7	20.0	11.8	8.5	6.1





#### THE CORPORATION OF THE CITY OF NORTH VANCOUVER

#### **BYLAW NO. 8848**

A Bylaw to amend "Subdivision & Development Control Bylaw, 2010, No. 8014"

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

- 1. This Bylaw shall be known and cited for all purposes as "Subdivision & Development Control Bylaw, 2010, No. 8014, Amendment Bylaw, 2021, No. 8848" (Quick-Start Updates to Servicing Requirements for Developments).
- 2. "Subdivision & Development Control Bylaw, 2010, No. 8014" is amended as follows:
  - A. By deleting Section 301:

"Words defined in the Land Title Act and regulations pursuant thereto and in the Municipal Act shall have the same meaning when used in this Bylaw, or any resolution of Council passed pursuant thereto, unless otherwise defined in Section 302 of this Bylaw or unless the context otherwise requires."

and replacing with the following:

"Words defined in the Land Title Act and regulations pursuant thereto and in the Community Charter and Local Government Act shall have the same meaning when used in this Bylaw, or any resolution of Council passed pursuant thereto, unless otherwise defined in Section 302 of this Bylaw or unless the context otherwise requires."

B. By deleting the following definitions in Section 302:

"Community Charter" means Community Charter 2003, c. 26 and Local Government Act 1996 RS Chapter 323 as amended." In relation, change all references to Municipal Act to Community Charter.

"Engineers Act" means Engineers and Geoscientists Act, .S.B.C. 1979, Chapter 109.

"Inspections Manager" means the person appointed by Council to serve as the City Building Inspector.

"Land Title Act" means Land Title Act, R.S.B.C. 1979, Chapter 219.

"walkway" means a highway intended for the predominant use of pedestrian traffic.

"Zoning Bylaw" means "Zoning Bylaw, 1967, No. 3778" as amended from time to time.

C. By adding the following definitions in Section 302:

"Chief Building Official" means the person appointed by Council to serve as the Chief Building Official.

"Community Charter" means the *Community Charter*, S.B.C. 2003, c. 26 and regulations enacted pursuant thereto, as may be amended.

"Land Title Act" means *Land Title Act*, R.S.B.C. 1996, c. 250 and regulations enacted pursuant thereto, as may be amended.

"Professional Governance Act" means the *Professional Governance Act*, S.B.C. 2018, c. 47, and regulations enacted pursuant thereto, as may be amended.

"storm water sewer system" means a system of works designed and constructed to control the collection, conveyance, and disposal of storm water.

"walkway" (and for clarity includes "sidewalk") means a highway intended for the predominant use of pedestrian traffic.

"Zoning Bylaw" means "Zoning Bylaw, 1995, No. 6700", as amended from time to time.

### D. By deleting section 404:

"Where a parcel being created by a subdivision fronts on a highway, the Approving Officer may, under Section 938(2) of the Community Charter 2003 c. 26, exempt a parcel from the statutory or bylaw minimum frontage requirements."

and replacing with the following:

"Where a parcel being created by a subdivision fronts on a highway, the Approving Officer may, under Section 506(2) of the Local Government Act, exempt a parcel from the statutory or bylaw minimum frontage requirements."

#### E. By deleting section 507:

"Application for Subdivision will not be accepted if the land, or land containing heritage buildings or structures identified in the City of North Vancouver Heritage Inventory, Primary and Secondary Inventory Buildings, until Council has considered the possible designation of the land or land and structures."

and replacing with the following:

"Application for Subdivision will not be accepted if the land, or land containing heritage buildings or structures identified in the City of North Vancouver Heritage Inventory, Primary and Secondary Inventory Buildings, until Council has considered the possible heritage protection of the land or land and structures."

#### F. By deleting section 606:

"The conditional approval of any proposed subdivision shall not be construed as approval of subdivision for Land Title Purposes. Additional conditions may be established by the Approving Officer at any time in the event that new information becomes available which affects the conditional approval."

and replacing with the following:

Document: 2061165-v1

"The conditional approval of any proposed subdivision shall not be construed as approval of subdivision for Land Title Act purposes. Additional conditions may be established by the Approving Officer at any time in the event that new information becomes available which affects the conditional approval."

#### G. By deleting section 701:

"Every subdivision and development shall provide Works as required in Schedule "A" for each zone noted prior to final subdivision approval. Works required in Schedule "A" shall be constructed in accordance with the specifications in Schedule "C." Where desired, a Servicing Agreement in accordance with Schedule "B" may be used in lieu of constructing some or all of the required work."

and replacing with the following:

"Every subdivision and development shall provide Works as required in Schedule "A" for each zone noted prior to final subdivision approval or issuance of building permit as the case may be. Works required in Schedule "A" shall be constructed in accordance with the specifications in Schedule "C". In lieu of constructing the Works in advance of approval of subdivision or issuance of building permit as the case may be, the City Engineer or Approving Officer may permit the following in respect of constructing some or all of the required work:

- A Servicing Agreement in accordance with Schedule "B"; or
- one or more street use permits and sufficient security deposits."

#### H. By deleting section 702:

"The servicing provisions of this Bylaw may be waived by the Approving Officer:

- .1 For land which is subdivided for the purpose of creating parcels to support the installation of public facilities, utilities, structures and associated equipment;
- .2 for applications where the subdivision proposes a lot line adjustment, and each parcel affected is serviced by an existing water and sewer system connection and where no future subdivision potential exists."

and replacing with the following:

"The servicing provisions of this Bylaw may be waived by the Approving Officer or the City Engineer:

- .1 for land which is subdivided for the purpose of creating parcels to support the installation of public facilities, utilities, structures and associated equipment;
- .2 for applications where the subdivision proposes a lot line adjustment, and each parcel affected is serviced by an existing water and sewer system connection and where no future subdivision potential exists; or
- .3 for applications where the proposed improvements do not increase the floor area, and/or increase the utility demands of the serviced parcel."

Document: 2061165-v1

## I. By deleting section 703:

"The securities and servicing provisions for renovation developments for this bylaw apply as follows:

- Up to \$50,000 Security/Property Damage Deposit as per Schedule D
- Renovation between \$50,000- \$250,000 Security/Property Damage Deposit and necessary utility upgrades as per Schedule D to a maximum of 10% of the Building Permit Value as defined by the Chief Building Inspector.
- o Renovations Over \$250,000 all servicing requirements herein apply.
- Full redevelopment all servicing requirements herein apply."

and replacing with the following:

#### "Non-Residential Renovations

The securities and servicing provisions for non-residential renovation developments for this bylaw apply as follows:

- Up to \$200,000 construction value
  - Security/Property Damage Deposit as per Schedule D may be required.
- Renovation between \$200,000 and \$600,000 construction value
  - Necessary utility and public realm upgrades as per Schedule D to a maximum of 10% of the construction value of the building permit as determined by the Chief Building Official, and
  - Security/Property Damage Deposit as per Schedule D.
- Renovations over \$600,000 construction value
  - All required Works according to Schedule A, and
  - Security/Property Damage Deposits as per Schedule D.
- Full redevelopment
  - · All required Works according to Schedule A, and
  - Security/Property Damage Deposits as per Schedule D.

Notwithstanding the preceding in Section 703, all non-residential developments shall provide all utility upgrades necessary to service its intended use according to Schedule A."

J. By adding the following section 704:

#### "Residential Renovations

The securities and servicing provisions for residential renovation developments for this bylaw apply as follows:

 Up to \$200,000 construction value – Security/Property Damage Deposit as per Schedule D.

- o Renovation between \$200,000 and \$600,000 construction value
  - Necessary utility upgrades as per Schedule D to a maximum of 5% of the construction value of the building permit as determined by the Chief Building Official, and
  - Security/Property Damage Deposit as per Schedule D.
- o Renovations Over \$600,000 construction value
  - All required Works according to Schedule A, and
  - Security/Property Damage Deposits as per Schedule D.
- Full redevelopment
  - All required Works according to Schedule A, and
  - Security/Property Damage Deposits as per Schedule D.

Not withstanding the preceding in Section 704, all coach houses and other new residential infill structures shall provide all utility upgrades necessary according to Schedule A."

#### K. By deleting Section 801:

"All works required to be constructed and installed at the expense of the Owner shall be constructed and installed to the standards prescribed in Schedule "A" before the Approving Officer approves the subdivision plan or the Inspections Manager issues the building permit unless the Owner:

- .1 deposits with the City, a security deposit in the amount of 130% of the estimated construction cost, as accepted by the City Engineer, based on professional detailed designs and estimates for installing and paying for all works required under this Bylaw; and
- enters into a Servicing Agreement with the City in accordance with the form prescribed in Schedule "B," to construct and install the required works by a specified date or forfeit to the City the amount secured by the security deposit."

and replacing with the following:

"All works required to be constructed and installed at the expense of the Owner shall be constructed and installed to the standards prescribed in Schedule "A" and before the Approving Officer approves the subdivision plan or the Chief Building Official issues the building permit, the Owner:

- .1 deposits with the City, a security deposit in the amount of 130% of the estimated construction cost, as accepted by the City Engineer, based on professional detailed designs and estimates for installing and paying for all works required under this Bylaw; and
- .2 enters into a Servicing Agreement with the City substantially in the form of agreement attached as Schedule "B," to construct and install the required works by a specified date or forfeit to the City the amount secured by the security deposit."

L.	By deleting Section 901:				
	"The following is	a list of schedules	attached hereto and which form a part of this Bylaw:		
	Schedule "A" Schedule "B" Schedule "C" Schedule "D" Schedule "E"	Required Levels of Service Servicing Agreement Design Criteria, Specifications, and Standard Drawings Fees and Deposits Highway Classification Map"			
	and replacing wi	th the following:			
	"The following is	a list of schedules	attached hereto and which form a part of this Bylaw:		
	Schedule "A" Schedule "B" Schedule "C" Schedule "D" Schedule "E"	Required Works Form of Servicing Agreement Design Criteria, Specifications and Standard Drawings Fees and Deposits Highway Classification Map"			
M.	, .	Γable in Schedule ' attached to this b	"A" Required Levels of Service and replacing with bylaw.		
N.	By deleting the ti	itle of Schedule "B	". ·		
	"Typical Servicin	ng Agreements"			
	and replacing wi	ith the following:			
	"Form of Servicir	ng Agreement"			
Ο.	By deleting Scheattached to this b		nd Deposits and replacing with the Schedule "D"		
			READ a first time on the <> day of <>, 2021.		
			READ a second time on the <> day of <>, 2021.		
			READ a third time on the <> day of <>, 2021.		
			ADOPTED on the <> day of <>, 2021.		
			MAYOR		

CORPORATE OFFICER

# SCHEDULE "A" REQUIRED WORKS

#### General

Applicants for Subdivision and Building Permits are required to provide Works identified in Sections 1 to 10 unless otherwise provided by Development Variance Permit.

## **Levels of Infrastructure Improvement Table**

	1-Unit	2-Unit	3-Units & larger	Subdivision
Highways/Public Realm				
Roads Repaving			50%	50%
Lanes Repaving			50%	50%
Sidewalk	x <sup>1</sup>	X <sup>1</sup>	Х	Х
Curb and Gutter	x <sup>1</sup>	x <sup>1</sup>	Х	Х
Lane dedication	Х	Х	Х	Х
Off-site landscaping	Professional not required	Professional not required	х	Х
Water severance	X	X	Х	Х
Water connection	Х	Х	Х	Х
Watermain extension and upgrade	May be required <sup>2</sup>	May be required <sup>2</sup>	If demand exceeds capacity	If demand exceeds capacity
Fire Hydrants			Х	Х
Storm severance	Х	Х	Х	Х
Storm connection	Х	Х	Х	Х
Storm main extension	May be required <sup>3</sup>	If required to connect to storm system	If required to connect to storm system	If required to connect to storm system
Sanitary severance	Х	X	X	X
Sanitary connection	Х	Х	Х	Х
Sanitary main extension and	May be	May be	If load exceeds	If load exceeds
upgrade	required <sup>4</sup>	required <sup>4</sup>	capacity	capacity
Street lighting		x <sup>1</sup>	X	X
Hydro, telephone & cable underground servicing			х	X
Hydro, telephone & cable distribution & transmission line Undergrounding, where feasible, by Outside Utility agencies			х	х
Private lands				
On-site landscaping	Professional not required	Professional not required	х	Х

<sup>&</sup>lt;sup>1</sup> Applies to frontage only.

<sup>&</sup>lt;sup>2</sup> Applies when water supply demand increases beyond existing supply due to new sprinkler load.

<sup>&</sup>lt;sup>3</sup> Applies where property is not serviced by a storm sewer, extension is flat rate as per the "Sewerage and Drainage Utility Bylaw, 1995, No. 6746".

<sup>&</sup>lt;sup>4</sup> Applies when property load will exceed existing capacity, improvement is flat rate as per the "Sewerage and Drainage Utility Bylaw, 1995, No. 6746".

## SCHEDULE "D" **FEES AND DEPOSITS**

## **Preliminary Application Fees:**

The following fees payable with a Preliminary Application are as follows:

Type of Application	Fee	Fee Type
Realignment of Lot Line	\$600	Per Application
Creating New Lots, Air Space Subdivision, and Bare Land Strata	\$1,000	Per Application
	\$100	For First Lot Created
,	\$50	For Each Additional Lot Created
Phased Strata Plan	\$1,000	Per Application

Fee Calculation Example: If you were proposing to split a single lot into two, the fees would be: 1,000 processing fee + 100 for the first lot created + 50 for the second lot created = 1,150.

Conditional Approval Extension: The following fee is payable to extend conditional approval of a subdivision application:

I	Conditional Approval Extension Fee	\$250	For each extension granted
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Final Subdivision Review: The following fee is payable with each request to perform a final subdivision review and receive Approving Officer signature.

Plan Examination Fee	\$500	For each request
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### Payable Prior to Subdivision Approval or Building Permit Issuance

**Servicing Agreement Administration Fee:** \$500

Fee covers City cost only for staff processing of servicing agreement preparation.

**Servicing Agreement Renewal Administration Fee:** \$500

Fee covers City cost only for staff processing of servicing agreement preparation.

#### **Construction Process Administration Fee**

A construction process administration fee is payable whenever a servicing or landscaping agreement is required. The Fee shall be calculated in accordance with the following table:

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### **Estimated Value of Engineering Works**

\$	% fee
1 to 100,000	5.50%
100,001 to 250,000	5.00%
250,001 to 500,000	4.50%
500,001 to 1,000,000	4.00%
Over 1,000,000	3.75%

## Minimum Construction Process Administration Fee: \$100

## Water Service Severance / Connection as per "Water Utility Bylaw, 1994, No. 6417", as amended

Water Service Severance / Connection Fee covers City cost only to sever an existing service and/or install a new service or re-connect an existing service.

# Sewer Service Severance / Connection as per "Sewerage and Drainage Utility Bylaw, 1995, No. 6746", as amended

Sewer Service Severance / Connection Fee covers City cost only to sever an existing service and/or install an existing service.

### Property Security/Damage Deposit \*\*

Deposit covers the cost of possible damage to City property which occurs during construction on private property adjacent to City streets. Upon completion of the remedial works, that portion of the deposit not required shall be returned to the Depositor.

\*\* Where, in the opinion of the City Engineer, or the Chief Building Inspector, proposed excavation poses a risk to public property, additional damage deposits may be required, in accordance with "Construction Regulation Bylaw, 2003, No. 7390", Part 7.3.63, as amended.

- o **Residential Building Permit Application under \$600,000:** \$1,000 Payable prior to issuance of Building Permit Issuance.
- Residential Building Permit Application \$600,000 or more: \$1,000 per unit to a maximum of \$20,000, with a minimum of \$2,500.
- Commercial / Industrial: \$150/frontage metre of abutting highway, minimum of \$5,000 rounded to the closest \$100.

### **Security/Damage Deposit Administration Fee: \$280**

Fee covers City cost only for staff processing of deposit management.

The developer is responsible for requesting City Staff review the security/damage deposit/bond upon completion of the works and maintenance period. If after 2 years from the date of Certificate of Total Completion or Final Occupancy, the applicant will forfeit the deposit(s)/bond to the City.

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