

## PlanningAlias

---

**From:** Scott Gilbert  
**Sent:** Tuesday, December 7, 2021 8:52 PM  
**To:** PlanningAlias  
**Cc:** CouncilAlias  
**Subject:** 3040 Kilpatrick Ave, Development Proposal  
**Attachments:** citypublicmeetingfull.docx

Please find attached a statement of my comments for the public hearings on Dec 8th, 2021

Mr. Mayor, Council,

Thank you for the opportunity to speak today about the proposed development at 3040 Kilpatrick Ave.

I am here to oppose the development. However, I have an additional concern that dearly needs to be addressed. If this proposed development goes through despite the objection of the neighbourhood businesses and residents that will be negatively affected, I would like to propose some small reasonable measures to give those thirty residential and business units at 3030 Kilpatrick Ave. who will be affected most of all a fighting chance to survive the years long construction process in order to be located and viable during construction and after completion. This is desperately needed as we all know the Covid pandemic has disproportionately affected small businesses more than most. There are a number of small businesses with self-employed owners at 3030 Kilpatrick. They are Thoughtful Paws Grooming, Your Repair Depot, HS Design, Skin Deep Tattoos, KC Wholesale, Abode Zero Waste Cleaning Solutions, Betty's Best Cleaning and Wild Earth Massage therapy. Another business, Dance It Again a costume consignment boutique and tailoring service was also hoping to open post-covid but that will now be determined by this outcome amongst other considerations. So eight and potentially nine small businesses employing an estimated fifteen to sixteen people could be severely negatively affected by this development proposal and disrupted access.

I am here today to ask, if this development proposal is approved by city council despite all objections, to have the stipulation added to the permit that the development company, other than transiting to 3040 Kilpatrick Ave. at no time, park or place or allow to be placed construction equipment, construction supplies, contractor vehicles and their equipment, construction workers personal vehicles or anything else that obstructs the free flow of the current two lane traffic on the driveway that provides access to the thirty business and residential units of 3030 Kilpatrick Ave. This should provide no challenge to the developer as he has stated on record he plans to use the commercial parking in front of 3080 Kilpatrick to stage all his materials and construction equipment and parking.

I also ask, that upon completion of the proposed development if approved at 3040 Kilpatrick Ave., the development company, at their own expense, place at the end of the driveway at the edge of 3040 Kilpatrick Ave. adjacent to the driveway a lit sign. This sign should match the existing Newport sign located at 3080 Kilpatrick with the same dimensions and design with the address for 3030 Kilpatrick Ave. and the title Southgate Village and have it registered with the land titles office so it cannot be removed by future owners without the agreement of the majority of all affected strata's at 3030 and 3040 Kilpatrick. After completion those businesses at 3030 Kilpatrick Ave. will assume all maintenance and related costs of the sign for the foreseeable future. This will, to a small extent, offset some of the greatly concerning negative effects of having an extremely large and imposing residential building blocking commercially zoned properties at 3030 Kilpatrick Ave. This impact was acknowledged by a developer representative during one of their information sessions this last Spring. This will also greatly aid in locating and separating local addresses by emergency vehicles and others to locate not just 3030 Kilpatrick Ave. but 3070 and 3080 Kilpatrick as well. In the past two and a half years I have personally had to redirect the fire department two times, an ambulance one time and the police department countless times as they could not easily find those at the affected street addresses. The small cost to the developer for this sign should be easily absorbed considering the millions of dollars in profit that should be realized after completion and sale of the units.

The reasons for these requests is that in the past four and a half years the development company, in the quest to be as profitable as possible, has imposed itself in a number of ways to the detriment of the neighbourhood and especially to those at 3030 Kilpatrick Ave. It started as follows:

The first impromptu introduction after property purchase with lead developer Sasha Rasovic out front of our business he stated they would not be relocating our driveway (which I thought was a strange statement) and would not be tying in to our two strata shared water system behind our city water meter in any way.

The developer attempted to remove our driveway access twice. At first with their initial proposal over four years ago they proposed removing our driveway access and provide access through 3080 Kilpatrick Ave. with a series of left and right turns and place a building right in front of all our units. When we objected to this at their informational meeting held at the then Holiday Inn Express as we stated it would put us out of business we were told by Sasha Rasovic of the development company that it was his property and he could do with it as he wished and that he only had to provide access, which is incorrect. When we said we would bring this up with the city he stated, and I quote, "If you give me a hard time with this, not only will you lose the driveway I will build a wall and plant trees and no one will ever see you." This early attempt at driveway removal can be confirmed by Mr Setta of the City development department as we met with him about this and other development issues.

The developer's site manager Joe Wilson installed silt traps in two of our parking lot drains on our property. Unfortunately, for months on end in the fall with no construction activity on site the traps filled with debris and water began to back up into our parking area and began to flood. Over months we repeatedly called them to complain and were told because they were not local and were on the lower mainland they couldn't fix it and were not going to come over to do so. They only said to try to find something to poke a hole in it to help let some water through. We attempted this with little to no success. Eventually, after many months of repeated flooding we told the developer we would complain to the city. Only then did they have a local contractor, Leighton Contracting, send a worker out to remove the silt traps who explained the developer should have removed and serviced the traps monthly to prevent blockage and our months of repeated flooding impacting our homes, businesses and customers.

Months later the developer also attempted to illegally connect to our water lines behind our city water meter citing 3030's standing easement agreement for access and services to the road. Of course he was incorrect as was confirmed by legal advice. During a meeting where the developer informed both our stratas of his plans he was asked by a local unit owner, "What exactly are you asking for?" He replied, "I'm not asking for anything. I'm telling you what I'm doing." The audio of this meeting was recorded and can be provided upon request. It took a letter from a lawyer, signed by both strata's presidents denying him access to our metered water to get him to change his plans. This can be confirmed by Connie Law and Rich Feucht at the city development department as they were also consulted about this and advised that we consult with a lawyer.

The latest initial proposal with the residential building at 3040 Kilpatrick the developer proposed removing our driveway temporarily for up to an estimated minimum year and half if not more during construction with side access through 2998 Kilpatrick Ave. He did not consult with those of us at 3030 Kilpatrick or those who owned or operated businesses at 2998 Kilpatrick. Again, this would have put all those small businesses at 3030 Kilpatrick Ave. out of business for the developer's convenience during

construction. The only reason they could not do this was because of the covenant guaranteeing access to 3030 Kilpatrick Ave. through 3040 to the road and could not be violated.

It was also disclosed to us by Dana Beatson, the previous planner for this development since removed that there was an existing note on the development file for city staff to closely monitor the developer to ensure he does what is required as he might not always do so. This was also confirmed by Michael Grimsrud, the current city planner when he took over this development file.

The property owners of 2998 Kilpatrick Ave. had to meet with the developer to address the issue of his construction employees and contractors taking the vast majority of the parking and impacting other business tenants at that address negatively during and after his short tenancy. They have since placed a large no parking fire lane along the curb separating 2998 and 3040 Kilpatrick Ave. and parking enforcement signs on all other spaces to ensure they would no longer be negatively affected by the developer or his properties utilizing their parking.

It can be clearly seen the developer has no qualms with negatively affecting those in the neighbourhood in the pursuit of making their development ventures as profitable as can be. This is why, I implore City Council and Mayor to help protect our small businesses, our jobs, and our homes with these two reasonable requests if this troubled development goes forward which, with all things considered, it really should not.

Thank you.