

AGENDA

PUBLIC HEARING

Tuesday, June 25, 2013

7:00 p.m.

**Highlands United Church
3255 Edgemont Boulevard,
North Vancouver, BC**

Council Members:

Mayor Richard Walton

Councillor Roger Bassam

Councillor Robin Hicks

Councillor Mike Little

Councillor Doug MacKay-Dunn

Councillor Lisa Muri

Councillor Alan Nixon



NORTH VANCOUVER
DISTRICT

www.dnv.org

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PUBLIC HEARING

**7:00 p.m.
Tuesday, June 25, 2013
Highlands United Church
3255 Edgemont Boulevard, North Vancouver**

- 1. OPENING BY THE MAYOR**
- 2. INTRODUCTION OF BYLAWS BY CLERK**

**Bylaw 7985: The District of North Vancouver Official Community Plan Bylaw 7900,
2011 (Amendment 5)**

Bylaw 7986: The District of North Vancouver Rezoning Bylaw 1292

Purpose of Bylaws:

The proposed Official Community Plan amendment and rezoning bylaw will allow for a 125-unit, three-storey seniors independent and assisted living rental building plus twelve care rooms over a single level of underground parking where before only single family homes were allowed. Any new construction on the site would be subject to form and character, and green building design guidelines.

- 3. PRESENTATION BY STAFF**
- 4. PRESENTATION BY APPLICANT**
- 5. REPRESENTATIONS FROM THE PUBLIC**
- 6. QUESTIONS FROM COUNCIL**
- 7. COUNCIL RESOLUTION**

Recommendation:

THAT the June 25, 2013 Public Hearing be closed;

AND THAT Bylaw 7985 "The District of North Vancouver Official Community Plan Bylaw 7900, 2011" be returned to Council for further consideration;

AND THAT Bylaw 7986 "The District of North Vancouver Rezoning Bylaw 1292", be returned to Council for further consideration.

- 8. CLOSING**

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The Corporation of the District of North Vancouver

Bylaw 7985

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

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

1. Citation

This bylaw may be cited as “The District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 7985, 2013 (Amendment 5)”.

2. Amendments

1. The following amendments are made to the “District of North Vancouver Official Community Plan Bylaw 7900, 2011”:
 - a. Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties from Residential Level 2: Detached Residential to **Residential Level 5: Low Density Apartment**;
 - b. Map 3.1 Form and Character Development Permit Area: as illustrated on Schedule A, by adding the properties to Map 3.1, designating them as a Form and Character of Commercial, Industrial and Multi-Family Development Development Permit Area;
 - c. Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule A, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Reduction Development Permit Area;

all as illustrated on Bylaw 7985 Schedule “A” attached.

READ a first time this the 27th day of May, 2013

PUBLIC HEARING held this the

READ a second time this the

READ a third time the

Certified a true copy of “The District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 7985, 2013 (Amendment 5)” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure this the

ADOPTED this the

Mayor

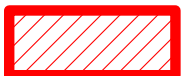
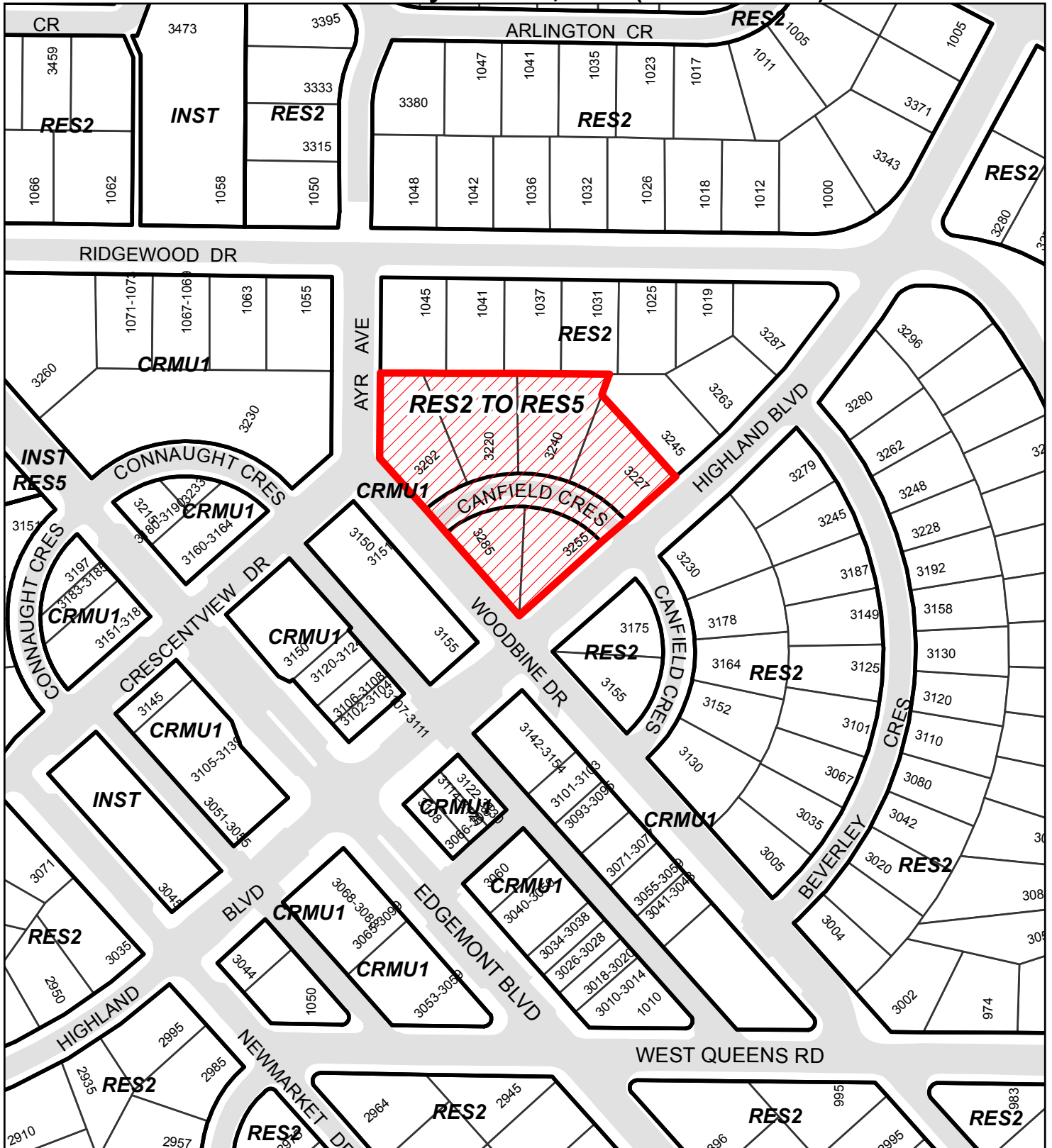
Municipal Clerk

Certified a true copy

Municipal Clerk

BYLAW 7985

The District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 7985, 2013 (Amendment 5)



- MAP 2** LAND USE MAP AS ILLUSTRATED ON SCHEDULE A AMENDED FROM RESIDENTIAL LEVEL 2: DETACHED RESIDENTIAL TO RESIDENTIAL LEVEL 5: LOW DENSITY APARTMENT
- MAP 3.1** ADD TO FORM AND CHARACTER DEVELOPMENT PERMIT AREA AS ILLUSTRATED ON SCHEDULE B
- MAP 4.1** ADD TO ENERGY AND WATER CONSERVATION AND GHG EMISSION REDUCTION DEVELOPMENT PERMIT AREA AS ILLUSTRATED ON SCHEDULE C



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The Corporation of the District of North Vancouver

Bylaw 7986

A bylaw to amend The District of North Vancouver Zoning Bylaw 3210, 1965 to rezone the following residential properties:

Lot 13 Block 31 District Lots 598 to 601 Plan 6659 PID 007-571-500
Lot 12 Block 31 District Lots 598 and 601 Plan 6659 PID 002-450-372
Lot 11 Block 31 District Lots 598 to 601 Plan 6659 PID 010-845-984
Lot 2 Block 51 District Lots 598 to 601 Plan 7812 PID 010-531-645
Lot 1 Block 51 District Lots 598 to 601 Plan 7812 PID 010-531-629
Lot 10 Block 31 District Lots 598 to 601 Plan 6659 PID 010-845-950
Portion of Municipal Road Located in the 3200 Block of Canfield Crescent

(3202 Woodbine Drive, 3220, 3240, 3255 and 3285 Canfield Crescent, and 3227 Highland Boulevard)

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

1. Citation

This bylaw may be cited as “The District of North Vancouver Rezoning Bylaw 1292 (Bylaw 7986)”.

2. Amendments

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

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

“Comprehensive Development Zone 72 CD 72

(B) Part 4B Comprehensive Development Zone Regulations by inserting the following:

“4B72 Comprehensive Development Zone 72 CD 72

4B72-1) Intent:

The purpose of the CD 72 Zone is to establish specific land use and development regulations for a three-storey senior’s rental project consisting of up to 125 seniors independent and assisted living rental units and a licensed seniors care facility for up to 23 persons in care.

4B72-2) Uses:

The following *principal uses* shall be permitted in the Comprehensive Development 72 Zone:

(a) Uses Permitted without Conditions:

- (i) Multiple-family seniors rental accommodation;
- (ii) Seniors care facility for up to 23 persons in care.

(b) Conditional Uses:

Not Applicable

4B72-3) Conditions of Use:

Not Applicable.

4B72-4) Accessory Uses:

(a) **Accessory uses** are permitted and may include but are not necessarily limited to:

- a. Kitchen
- b. Dining
- c. Multi-purpose rooms
- d. Art, music and craft rooms
- e. Lounge areas
- f. Library
- g. Fitness room
- h. Health office
- i. Staff lounge/locker room
- j. Amenity rooms
- k. Administration spaces.

4B72-5) Density:

- (a) The maximum permitted density in the CD-72 Zone is limited to a floor space ratio (FSR) of 0.45 FSR inclusive of any density bonus for energy performance and a maximum of 12 seniors rental units;
- (b) For the purposes of calculating floor space ratio, underground parking garage and underground storage areas are exempted.

4B72-6) Amenities:

Despite subsection 4B72-5), density in the CD-72 Zone is increased to a maximum floor space ratio of 1.5 FSR, inclusive of any density bonus for energy performance, and a total of 125 units (for both independent living and assisted living) plus a care facility for up to 23 persons in care if the owner:

1. enters into a Housing Agreement committing to provide a minimum of fifteen (15) seniors assisted living rental units plus a care facility to serve a minimum of twelve (12) seniors in care;
2. contributes \$500,000 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; public plaza, park, trails or other public realm improvements; library or recreation service or facility improvements; and / or the affordable housing fund.

4B72-7) Maximum Principal Building Size:

Not applicable.

4B72-8) Setbacks:

Buildings and structures shall be set back from property lines to the building face in accordance with the following regulations:

Setback	Buildings and Structures
Highland Boulevard	4.5m (15 feet), excluding the Porte-Cochere
Woodbine Drive	3m (10ft)
Ayr Avenue	7.7m (25 ft)
North Property Line	7.7m (25 ft)

4B72-9) Building Orientation:

Not applicable.

4B72-10) Building Depth and Width:

Not applicable.

4B72-11) Coverage:

(a) Building Coverage shall not exceed 70%

(b) Site Coverage shall not exceed 95%

4B72-12) Height:

- (a) The maximum permitted building height is 13.4m (44 feet)

4B72-13) Acoustic Requirements:

In the case of residential purposes, a development permit application shall require evidence in the form of a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurements, demonstrating that the noise levels in those portions of the dwelling listed below shall not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units:

Portion of Dwelling Unit	Noise Level (Decibels)
Bedrooms	35
Living and Dining rooms	40
Kitchen, Bathrooms and Hallways	45

4B72-14) Landscaping:

- (a) All land areas not occupied by buildings, structures, parking spaces, loading spaces, driveways, manoeuvring aisles and sidewalks shall be landscaped or finished in accordance with an approved landscape plan; and
- (b) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping.

4B72-15) Subdivision Requirements:

Not applicable.

4B72-16) Additional Accessory Structure Regulations:

Not applicable.

4B72-17) Parking and Loading Regulations:

- (a) Parking spaces shall be provided in accordance with Part 10 of this Bylaw.”

(C) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family – Edgemont Zone (RS-E) to Comprehensive Development Zone 72 (CD 72).

READ a first time this the 27th day of May, 2013

PUBLIC HEARING held the

READ a second time the

READ a third time the

Certified a true copy of "Rezoning Bylaw 1292 (Bylaw 7986)" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure this the

ADOPTED this the

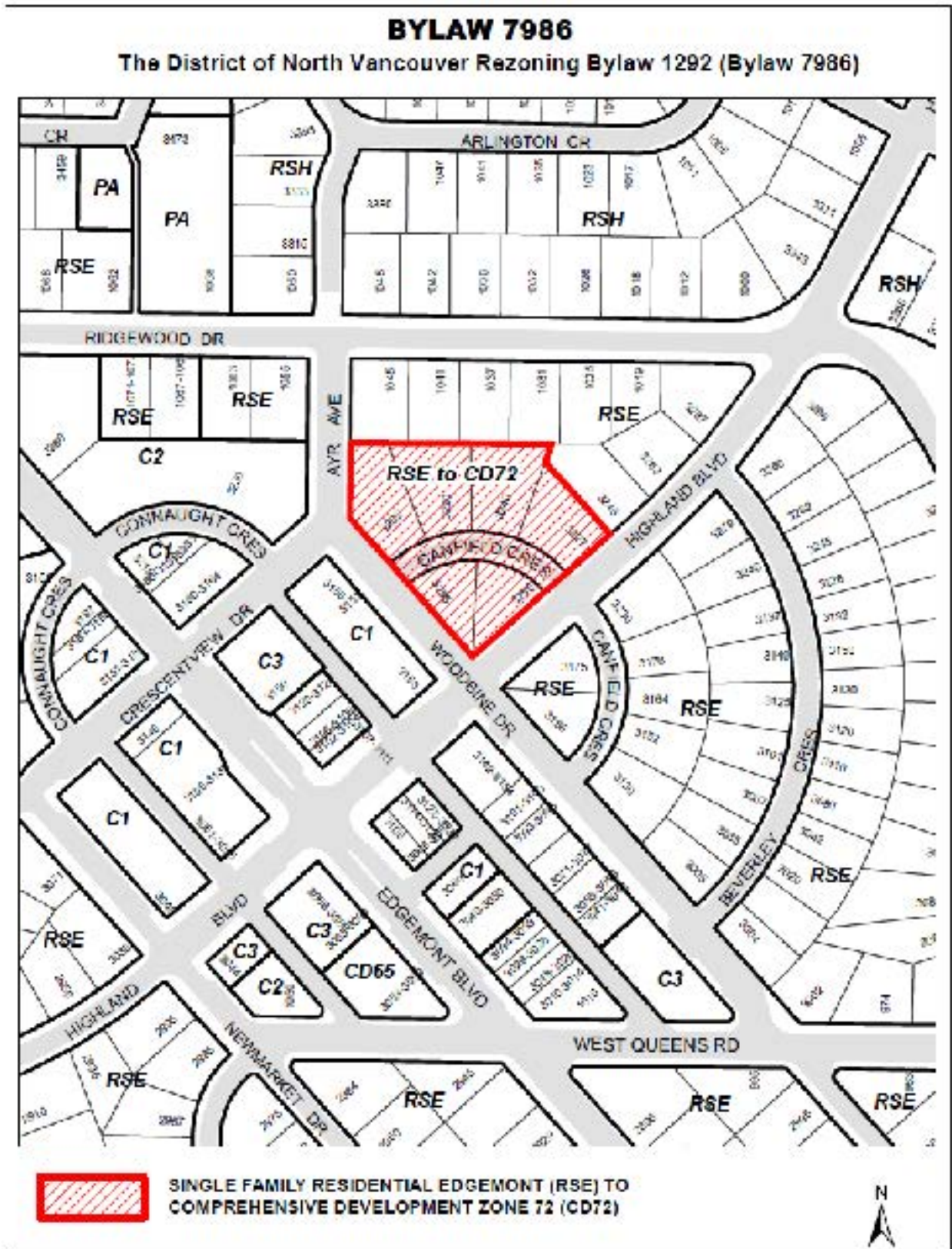
Mayor

Municipal Clerk


Certified a true copy

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Bylaw 7986 Schedule A: Zoning Map



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>MAY 27, 2013</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____


Dept.
Manager


GM/
Director


CAO
acting

The District of North Vancouver REPORT TO COUNCIL

May 16, 2013
File: 3060-20/05.13

AUTHOR: Steven Petersson, Development Planner

SUBJECT: BYLAW 7985 (OCP AMENDMENT BYLAW 5)
BYLAW 7986 (REZONING BYLAW 1292)
BYLAW 7995 (HOUSING AGREEMENT BYLAW 7995)
3202 WOODBINE DRIVE; 3220, 3240, 3255 and 3285 CANFIELD
CRESCENT; & 3227 HIGHLAND BOULEVARD (EDGEMONT SENIOR
LIVING)

RECOMMENDATION:
It is recommended that:

1. Bylaw 7985, which amends the OCP Land Use map to designate the subject site to Residential Level 5: Low Density Apartment, be given First Reading;
2. Bylaw 7986, which rezones the subject site from Residential Single Family – Edgemont (RS-E) to Comprehensive Development 72 (CD 72) to enable the development of a seniors' rental residence, be given First Reading;
3. Bylaw 7995, which authorizes a Housing Agreement to secure the provision of seniors independent living, assisted living units and a care facility, be given First Reading
4. Bylaws 7985 and 7986 be referred to a Public Hearing;
5. Pursuant to Section 879 of the Local Government Act, additional consultation is not required beyond that already undertaken with respect to Bylaw 7985; and
6. In accordance with Section 882 of the Local Government Act, Council has considered Bylaw 7985 in conjunction with its Financial Plan and applicable Waste Management Plans.

REASON FOR REPORT:

The proposed project requires Council's consideration of:

- Bylaw 7985 to amend the Official Community Plan

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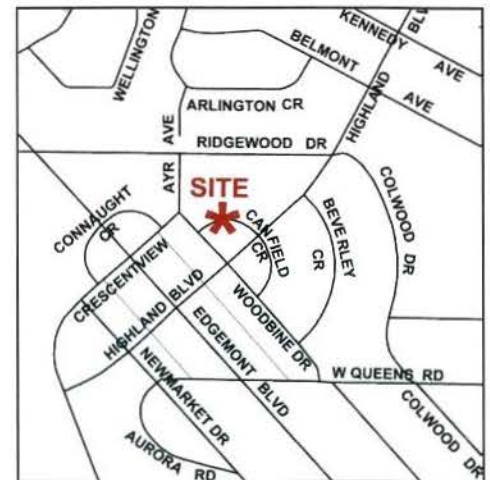
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- Bylaw 7986 to rezone the subject properties
- Bylaw 7995 to authorize entry into a Housing Agreement to secure a variety of seniors' rental accommodation.

SUMMARY:

The applicant seeks an Official Community Plan amendment and Rezoning of six residential properties and a portion of Canfield Crescent to allow a seniors' residence with a component of care and amenities at 3202 Woodbine Drive; 3220, 3240, 3255 and 3285 Canfield Crescent; and 3227 Highland Boulevard. The bylaws are recommended for Introduction and referral to Public Hearing.



EXISTING POLICY:

Official Community Plan

The subject properties are immediately adjacent to the commercial core of Edgemont Village. The properties are designated Residential Level 2: Detached Residential in the Official Community Plan. This designation is intended for predominantly detached housing up to approximately 0.55 FSR. Since the application is for multi-family units and seeks an FSR of 1.50, an Official Community Plan amendment is required.

While the application is in conflict with the current land use designation, Goal #2 of the OCP is to "encourage and enable a diverse mix of housing type, tenure and affordability to accommodate the lifestyles and needs of people at all stages of life." The proposal meets the intent of the housing diversity policies (OCP Section 7.1) and increases options for a broad range of rental housing (OCP Section 7.2). Additional policy support for the proposal is found in the 1999 Upper Capilano Local Area Plan reference policy document to "explore alternative forms of seniors' housing that bridge the gap between independent living and long-term care ... on suitable sites should they become available [...] such housing should be designed to blend into the existing neighbourhood character (OCP Section 4.2.2).

The proponent approached the District to express interest in exploring the potential development of the site in early 2012. At the time, the District knew that there would be a future Edgemont Village planning process to update the land use policies and design guidelines for the commercial core and adjacent areas, but was uncertain about when it would start and finish (The Edgemont Village planning process began in February 2013, and is anticipated to be complete in 2014). Given timing uncertainty with the Edgemont Village Plan Refresh process at that time, staff directed the applicant to fund an urban design context study to provide a design context by which the future development application could

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be evaluated. Public input into the urban design context study included a public design workshop and an open house. When this study was complete, the information was used to inform Edgemont Senior Living's Preliminary Application for an OCP amendment.

Zoning

The subject properties are in the Residential Single Family-Edgemont Zone (RS-E), so rezoning is required to permit the seniors' rental residence. A unique comprehensive development zone (CD-72) has been drafted for this project.

Development Permit

If the project is rezoned, then a Development Permit to regulate the Form and Character of Multi-Family Development and for Energy and Water Conservation and Greenhouse Gas Reduction will be required prior to applying for a Building Permit.

ANALYSIS:

Site and Surrounding Area:

The site consists of six single family lots and a portion of Canfield Crescent and is located on the north end of Edgemont Village.

Across Woodbine Drive is a three-storey retail and apartment building. Across Ayr Avenue to the west is the Super Value grocery store. Across Highland Boulevard to the south-east and along the north and north-east edges of the site are single family homes.



The site slopes upward along Ayr Avenue and Highland Boulevard toward Ridgewood Drive.

Bylaws 7985, 7986 and 7995

Bylaw 7985 is required to amend the Official Community Plan, re-designating the site from Residential Level 2: Detached Residential to Residential Level 5: Low Density Apartment; and adding the site to the Development Permit maps to regulate Form and Character of Multi-Family Development and for Energy and Water Conservation and Greenhouse Gas Reduction.

Bylaw 7986 rezones the subject properties, from Residential Single Family – Edgemont (RSE) to Comprehensive Development Zone 72 (CD 72).

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Bylaw 7995 authorizes entry into a Housing Agreement to secure up to 125 seniors rental units plus a 12-15 room community care facility for up to 23 persons in care. Of the 125 rental units, at least 15 and no more than 20 will be Assisted Living rental units. It also restricts future residents of the building to those who are at least 65 years old (or the live-in companion of someone who is at least 65 years old).

Project Description:

The applicants propose a 125-unit, three-storey seniors' residence plus 12-15 care rooms over a single level of underground parking. The illustration and photograph to the right shows that the building would be constructed around a central outdoor courtyard. A public plaza would provide a gathering place on the south portion of the site, at the intersection of Highland Boulevard and Woodbine Drive. Access to parking and a loading bay is proposed on the Woodbine Drive frontage. A porte-cochere driveway entry is proposed on the Highland Boulevard frontage to provide a covered area where residents can be picked up and dropped off.

For the project to proceed, the developer must purchase 905m² (9,741 square feet) of road, which is the north arc of Canfield Crescent between Woodbine Drive and Highland Boulevard. A Road Closure Bylaw is provided via a separate report from the Real Estate and Properties Department.

The project offers lifestyle support services for all of its residents, including meals, housekeeping, an emergency response system in each unit, on-site staff, and planned social and recreational activities. Amenities are provided on site, such as a theatre and fitness room. The proposed courtyard offers secure outdoor gathering space for residents and guests. In addition to these services, the assisted living unit residents will have regular assistance with activities of daily living, including eating, mobility, dressing, grooming, bathing, personal hygiene, assistance with passive exercise and social participation or



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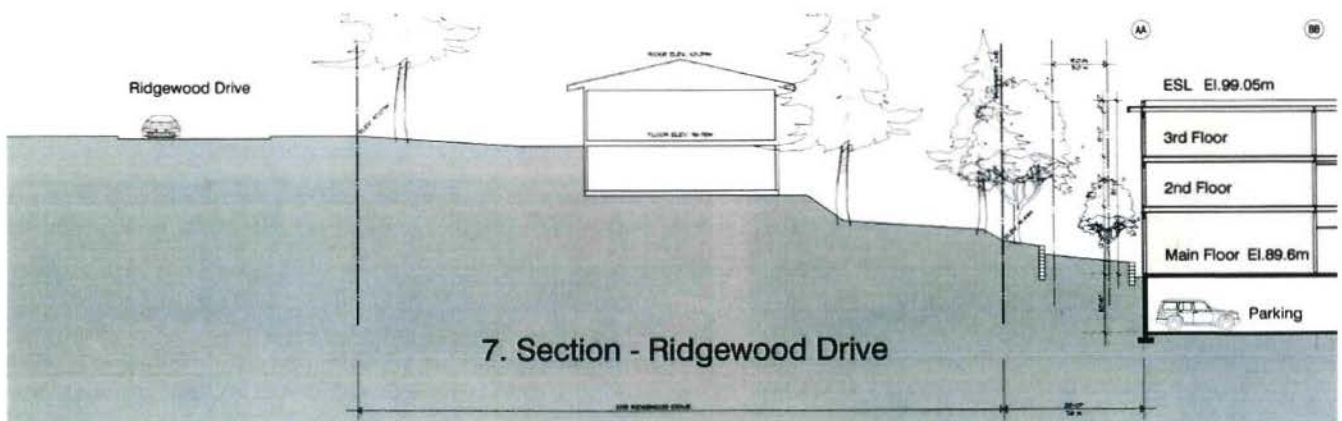
administration of externally prescribed medication (nursing care is not included). The care units are separated and have their own lounge and outdoor area. A higher degree of care services, including medical and nursing support will be available to support residents with greater medical needs in the seniors care facility.

Height

Following and in response to significant public consultation, the applicant reduced the height of their proposed building from a four to three storeys. This mirrors the three-storey building located across Woodbine Drive (see photograph of model, right).



Due to the slope of the land, the north end of the building (adjacent to the single family lots on Ridgewood Drive) will be approximately two storeys above the existing grade (see section drawing below). A shadow analysis indicates that the building will not cast adjacent buildings into shadow.



The proposed building is 40 feet high. An additional four feet has been permitted in the zoning bylaw to allow for some flexibility when finalizing the design of the building, as the Advisory Design Panel and neighbours have requested more roof variation.

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Access

Vehicular access to the parking garage and loading bay will be provided on Woodbine Drive. The main pedestrian access to the building will be provided on Highland Boulevard, where a porte-cochere will provide weather protection and a pick-up/drop-off area. An additional pedestrian access is proposed on Woodbine Drive near Ayr Avenue.

West (Woodbine Drive) Elevation



South (Highland Boulevard) Elevation



Parking

Supported living facilities require less parking than other multi-family complexes because car ownership declines dramatically once residents move in. Moreover, the location adjacent to Edgemont Village will encourage walking to local destinations for errands and local needs, rather than driving. This is reflected in Part 10 (the parking section) of the District's Zoning bylaw, which requires 0.33 parking stalls for every dwelling unit where 90% of the occupants are 65 years of age or older, and one stall per 6 beds of care. The project requires 45 parking stalls (41 for the 125 independent and assisted living units plus 4 for 23 care beds). After significant community input on parking supply, the applicant chose to increase parking to 59 underground parking stalls to ensure that parking demand generated by the facility would be supplied on-site.

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Sanitary Sewer Right of Way

A right of way for a sanitary sewer line is on the site. Since the sanitary line needs to be relocated to service the development, if required a new right of way will be created.

Acoustic Regulations

The rezoning bylaw includes the District's residential acoustic regulations for maximum noise levels in bedrooms, living areas and other areas of the residential units and the application will be required to meet these levels.

Community Amenity Contribution

The District's community amenity policy requires a Community Amenity Contribution (CAC) analysis when rezoning is required. The financial performance of the proposal was analysed by the District's Economic Performance Consultants, Coriolis Consulting Corp., who noted that the project assumptions could greatly change the ability to provide CAC funds. It also noted the provision of assisted living units and care beds impacts the rental project proforma in a manner which is difficult to quantify. In this case, the proposal will provide \$500,000 of CAC funds, which is 50% of the estimated increase in the value of land associated with the rezoning. In addition, the provision of seniors rental housing, including a component of assisted living and care, benefits the community by increasing housing diversity and providing greater housing choice and services for seniors.

A minimum of fifteen units will be designated Assisted Living Units. Assisted Living Units are intended for residents who require regular assistance with activities of daily living, including eating, mobility, dressing, grooming, bathing, personal hygiene, assistance with passive exercise and social participation or administration of externally prescribed medication, but does not include nursing care.

A minimum of twelve units (and a maximum of fifteen units) will compose a self-contained community care facility for up to 23 persons in care, licensed under the *Community Care and Assisted Living Act*. The community care facility is intended to support residents with greater medical needs, such as those who suffer from Alzheimer's or dementia.

The Public Art component of the CAC will be based on 0.5% of the estimated cost of construction, or \$94,000. The applicant is considering a public art installation in the proposed plaza on the corner of Highland and Woodbine and will work with the Arts Office on this public art amenity.

Development Permit Area Guidelines

Form and Character

If the properties are rezoned, they will be added to the Form and Character of Commercial, Industrial and Multi-Family Development Development Permit Area. A detailed Development Permit report will be forwarded in the future should the zoning process advance.

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Water & Energy Conservation and Greenhouse Gas Reduction

The applicant submitted a letter from a qualified professional stating that the proposed building would meet the District's green building standard by achieving the equivalent of a Built Green HD "Gold" rating and an energy performance level of EnerGuide 80.

Concurrence:

Staff

The project has been reviewed by staff from Building, Parks, Engineering, Policy Planning, Urban Design Planning, Transportation Planning, the Arts Office and the Fire department.

Advisory Design Panel

The applicant made two presentations to the Advisory Design Panel, on March 14, 2013 and April 11, 2013.

On March 14 the Panel passed a resolution requesting the applicant to return to the panel after considering:

- Variation in the colours and materials
- Greater variation in the roof line and balconies
- Improvements to the façade around the parking and loading area
- Provision of perspective drawings at street level
- Improvements to the pedestrian area at the intersection of Ayr Avenue and Woodbine Drive.

The applicant made several changes to the proposal to respond to the Panel's March 14, 2013 resolution. On April 11, 2013, the Panel passed the following motion:

THAT the ADP has reviewed the proposal and recommends **APPROVAL** of the project **SUBJECT** to addressing the following items to the satisfaction of staff:

- A review of the building roofline along the Woodbine Avenue elevation to address the flatness of the linear roofline as currently proposed.
- A review of the interface between the public realm of the sidewalk and the private realm landscaping along the Woodbine Avenue frontage to create a stronger connection between the public and private realms.
- That consideration be given to the proposed plaza space at the intersection of Highland and Woodbine as an appropriate opportunity for the location of public art.

The applicant is working with staff to make appropriate changes to the roofline and Woodbine frontage to respond to the Panel's April 11, 2013 resolution.

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Social Policy Implications:

According to the 2011 Census, 15.5% of the District's population is aged 65 years or older. There is a demand for seniors' residences with lifestyle support, assisted living and community care facilities services in the Edgemont Village area to permit residents to age in the neighbourhood in which they have lived for years or in a neighbourhood with a variety of shops and services. The Edgemont Senior Living proposal represents a significant opportunity to provide these services. The site is ideally suited to allow seniors to age in place and maintain contacts with friends, family and neighbourhood businesses and amenities.

Public Input:

The Edgemont Senior Living team has engaged in public consultation beyond what is normally required. The summary below describes the public input opportunities through the application process and identifies many, but not all, of the public consultation efforts conducted by the applicant.

Urban Design Context Study

The applicant undertook an urban design context study, with a public engagement component, to inform their future application. The intent of this study was to identify urban design principles and directions to help situate the development proposal in the context of the Village Centre prior to the Edgemont Village Plan Refresh process. The applicant held a public workshop at the Capilano library on May 29, 2012. The results of the study were presented at an Open House at Highlands United Church on June 12, 2012. The study, which was completed in June 2012, is supportive of the building form proposed by the applicant for this site, and contains a number of detailed design recommendations which guided the subsequent application.

Public Engagement Prior to Submitting an Application

The applicant hosted events on May 29 and June 12, 2012. Public input from these events informed their subsequent application, such as reducing the height of their proposal from four storeys to three storeys and increasing their parking supply to exceed the Zoning Bylaw requirements.

Edgemont & Upper Capilano Community Association

On June 13, 2012, Edgemont Senior Living presented their preliminary plans to the Edgemont and Upper Capilano Community Association at their Annual General Meeting, followed by a discussion with the audience.

On March 21, 2013, Edgemont Senior Living again presented their project to the Edgemont Community Association's Annual General Meeting. Since many were already familiar with the proposal through other engagement efforts, the focus was on providing a project update and answering questions.

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Canfield Working Group

An 11-person Working Group was formed by the Edgemont and Upper Capilano Community Association in May 2012 to participate in the planning process and serve as a conduit between the developer, District staff and the broader community by promoting awareness, encouraging participation, sharing information and providing feedback. The applicant met the Working Group several times between May 2012 and February 2013. The Working Group prepared three reports on the project: one near the start of the preliminary planning process (dated August 17, 2012), and two other reports (dated April 5 and 8, 2013) to respond to the detailed planning application.

Input from the first Working Group report was used to inform the applicant's detailed application. The report recommended:

- 1) An expeditious "refresh" of the Edgemont Village plan to address planning and social policy issues;
- 2) An investigation into the developer's experience and financial viability to assess the risk to the community; and
- 3) Resolution of issues and concerns identified by the community (density, height, site coverage, massing, view impacts, transition to neighbouring residential properties, provision of public space, architectural style, traffic and parking impacts, and economic impacts, and ensuring that local residents are given priority before offering units to the broader market).

The Working Group was unable to achieve consensus on the content of their second report, and made two separate submissions: a "majority report", reflecting the majority of the members, and a minority report. In summary:

- 1) The majority report authors were concerned that the application was being processed prior to the completion of the Edgemont Village Plan Refresh process. The minority report stated that there was a need to understand the proposal in the overall context of the Village and, in particular, the north-west quadrant;
- 2) Authors of both reports were concerned that the operator of the proposed facility was not known (the applicant is currently negotiating with potential operators); and
- 3) The majority report was concerned about the proposed building's size, height, use and impact on the adjacent residential neighbourhood. The minority report stated that many of the concerns about the building had been addressed, and that presentation of a model (see photo, right) helped people understand how the project would fit into the context of surrounding buildings.



**SUBJECT: BYLAW 7985 (OCP AMENDMENT BYLAW 5)
BYLAW 7986 (REZONING BYLAW 1292)
BYLAW 7995 (HOUSING AGREEMENT BYLAW 7995)
3202 WOODBINE DRIVE; 3220, 3240, 3255 and 3285 CANFIELD
CRESCENT; & 3227 HIGHLAND BOULEVARD (EDGEMONT SENIOR
LIVING)**

May 16, 2013

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Public Information Meeting

The applicant held a Public Information Meeting, hosted by an independent facilitator, on March 13, 2013 at the Highlands United Church. Over 200 people attended the meeting. There was an Open House, where participants could observe a model of the proposal and talk to the applicant and consultants at presentation boards, followed by a facilitated question and answer and comment session.

Most of the speakers during the facilitated discussion supported the project. Of the 27 who spoke, 15 were in favour, 9 asked questions, and 2 were opposed or expressed reservations. Many supporters at the meeting expressed their views with personal anecdotes and enthusiasm for the project, and were pleased for the opportunity to age in their community. Key expressed concerns included density, height, traffic and parking impacts, increased emergency vehicle sirens in the neighbourhood, processing the application before the Edgemont Village Plan Refresh process, the desire for assisted living and community care facility services, and the lack of subsidized or affordable rental units. The facilitator's report is attached (Attachment D).

Comments Submitted to the District

District staff received significant telephone, email and written correspondence regarding Edgemont Senior Living. Between March 13, 2013 and May 16, 2013, 111 submissions were made to the District via letters and email. Of the 111 submissions, 70 supported the project, 22 opposed the project, 15 expressed concerns, and 4 were neutral or unclear.

Many of the supporters were people who hoped to live in the project, or those who wished a relative to live in the project. Many supported the project because it would allow seniors to continue to live in their neighbourhood, near family, friends, Edgemont Village businesses, and a familiar locale.

Key expressed concerns included: the development's height and density; traffic and parking impacts; the fact that the development application was being processed in advance of the Edgemont Village Plan Refresh process; and the desire to know more about the developer and future facility operator.

Coffee Sessions

In addition, staff have been advised that the applicant's team has held five informal "coffee" sessions with people from the community who are interested in learning more about the project.

Conclusion:

Development of Edgemont Senior Living at the proposed site represents a change for Edgemont Village. The developer has exceeded the District's requirements for public engagement and addressed concerns where possible to ensure that their proposal would be

**SUBJECT: BYLAW 7985 (OCP AMENDMENT BYLAW 5)
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LIVING)**

May 16, 2013

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a positive contribution to the community. Although some concern remains about the land use change and proposed building, there is significant public support for seniors' rental accommodation with lifestyle support, assisted living and community care facility services in Edgemont Village. The proximity of the site to Edgemont Village represents an opportunity for seniors to age in place and remain connected to friends, family, local businesses and the neighbourhood where they live. Staff support this application.

Options:

The following options are available Council's consideration:

- 1) Introduce Bylaws 7985, 7986 and 7995 and refer Bylaws 7985 and 7986 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaws 7985, 7986 and 7995 at First Reading.



Steven Petersson
Development Planner

Attachments:

- A: Bylaw 7985
- B: Bylaw 7986
- C: Bylaw 7995
- D: Facilitator's Summary of Public Information Meeting

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

The Corporation of the District of North Vancouver

Bylaw 7985

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

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

1. Citation

This bylaw may be cited as "The District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 7985, 2013 (Amendment 5)".

2. Amendments

1. The following amendments are made to the "District of North Vancouver Official Community Plan Bylaw 7900, 2011":
 - a. Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties from Residential Level 2: Detached Residential to **Residential Level 5: Low Density Apartment**;
 - b. Map 3.1 Form and Character Development Permit Area: as illustrated on Schedule A, by adding the properties to Map 3.1, designating them as a Form and Character of Commercial, Industrial and Multi-Family Development Development Permit Area;
 - c. Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule A, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Reduction Development Permit Area;

all as illustrated on Bylaw 7985 Schedule "A" attached.

READ a first time this the

PUBLIC HEARING held this the

READ a second time this the

READ a third time the

Certified a true copy of "The District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 7985, 2013 (Amendment 5)" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure this the

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule "A" to Bylaw 7985



The Corporation of the District of North Vancouver

Bylaw 7986

A bylaw to amend The District of North Vancouver Zoning Bylaw 3210, 1965 to rezone the following residential properties:

Lot 13 Block 31 District Lots 598 to 601 Plan 6659 PID 007-571-500
 Lot 12 Block 31 District Lots 598 and 601 Plan 6659 PID 002-450-372
 Lot 11 Block 31 District Lots 598 to 601 Plan 6659 PID 010-845-984
 Lot 2 Block 51 District Lots 598 to 601 Plan 7812 PID 010-531-645
 Lot 1 Block 51 District Lots 598 to 601 Plan 7812 PID 010-531-629
 Lot 10 Block 31 District Lots 598 to 601 Plan 6659 PID 010-845-950
 Portion of Municipal Road Located in the 3200 Block of Canfield Crescent

(3202 Woodbine Drive, 3220, 3240, 3255 and 3285 Canfield Crescent, and 3227 Highland Boulevard)

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

1. Citation

This bylaw may be cited as "The District of North Vancouver Rezoning Bylaw 1292 (Bylaw 7986)".

2. Amendments

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

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

"Comprehensive Development Zone 72 CD 72

(B) Part 4B Comprehensive Development Zone Regulations by inserting the following:

"4B72 Comprehensive Development Zone 72 CD 72

4B72-1) Intent:

The purpose of the CD 72 Zone is to establish specific land use and development regulations for a three-storey senior's rental project consisting of up to 125 seniors independent and assisted living rental units and a licensed seniors care facility for up to 23 persons in care.

4B72-2) Uses:

The following *principal uses* shall be permitted in the Comprehensive Development 72 Zone:

(a) Uses Permitted without Conditions:

- (i) Multiple-family seniors rental accommodation;
- (ii) Seniors care facility for up to 23 persons in care.

(b) Conditional Uses:

Not Applicable

4B72-3) Conditions of Use:

Not Applicable.

4B72-4) Accessory Uses:

(a) **Accessory uses** are permitted and may include but are not necessarily limited to:

- a. Kitchen
- b. Dining
- c. Multi-purpose rooms
- d. Art, music and craft rooms
- e. Lounge areas
- f. Library
- g. Fitness room
- h. Health office
- i. Staff lounge/locker room
- j. Amenity rooms
- k. Administration spaces.

4B72-5) Density:

- (a) The maximum permitted density in the CD-72 Zone is limited to a floor space ratio (FSR) of 0.45 FSR inclusive of any density bonus for energy performance and a maximum of 12 seniors rental units;
- (b) For the purposes of calculating floor space ratio, underground parking garage and underground storage areas are exempted.

4B72-6) Amenities:

Despite subsection 4B72-5), density in the CD-72 Zone is increased to a maximum floor space ratio of 1.5 FSR, inclusive of any density bonus for energy performance, and a total of 125 units (for both independent living and assisted living) plus a care facility for up to 23 persons in care if the owner:

1. enters into a Housing Agreement committing to provide a minimum of fifteen (15) seniors assisted living rental units plus a care facility to serve a minimum of twelve (12) seniors in care;
2. contributes \$500,000 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; public plaza, park, trails or other public realm improvements; library or recreation service or facility improvements; and / or the affordable housing fund.

4B72-7) Maximum Principal Building Size:

Not applicable.

4B72-8) Setbacks:

Buildings and structures shall be set back from property lines to the building face in accordance with the following regulations:

Setback	Buildings and Structures
Highland Boulevard	4.5m (15 feet), excluding the Porte-Cochere
Woodbine Drive	3m (10ft)
Ayr Avenue	7.7m (25 ft)
North Property Line	7.7m (25 ft)

4B72-9) Building Orientation:

Not applicable.

4B72-10) Building Depth and Width:

Not applicable.

4B72-11) Coverage:

(a) Building Coverage shall not exceed 70%

(b) Site Coverage shall not exceed 95%

4B72-12) Height:

- (a) The maximum permitted building height is 13.4m (44 feet)

4B72-13) Acoustic Requirements:

In the case of residential purposes, a development permit application shall require evidence in the form of a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurements, demonstrating that the noise levels in those portions of the dwelling listed below shall not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units:

Portion of Dwelling Unit	Noise Level (Decibels)
Bedrooms	35
Living and Dining rooms	40
Kitchen, Bathrooms and Hallways	45

4B72-14) Landscaping:

- (a) All land areas not occupied by buildings, structures, parking spaces, loading spaces, driveways, manoeuvring aisles and sidewalks shall be landscaped or finished in accordance with an approved landscape plan; and
- (b) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping.

4B72-15) Subdivision Requirements:

Not applicable.

4B72-16) Additional Accessory Structure Regulations:

Not applicable.

4B72-17) Parking and Loading Regulations:

- (a) Parking spaces shall be provided in accordance with Part 10 of this Bylaw.”
- (C) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family – Edgemont Zone (RS-E) to Comprehensive Development Zone 72 (CD 72).

READ a first time this the

PUBLIC HEARING held the

READ a second time the

READ a third time the

Certified a true copy of "Rezoning Bylaw 1292 (Bylaw 7986)" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure this the

ADOPTED this the

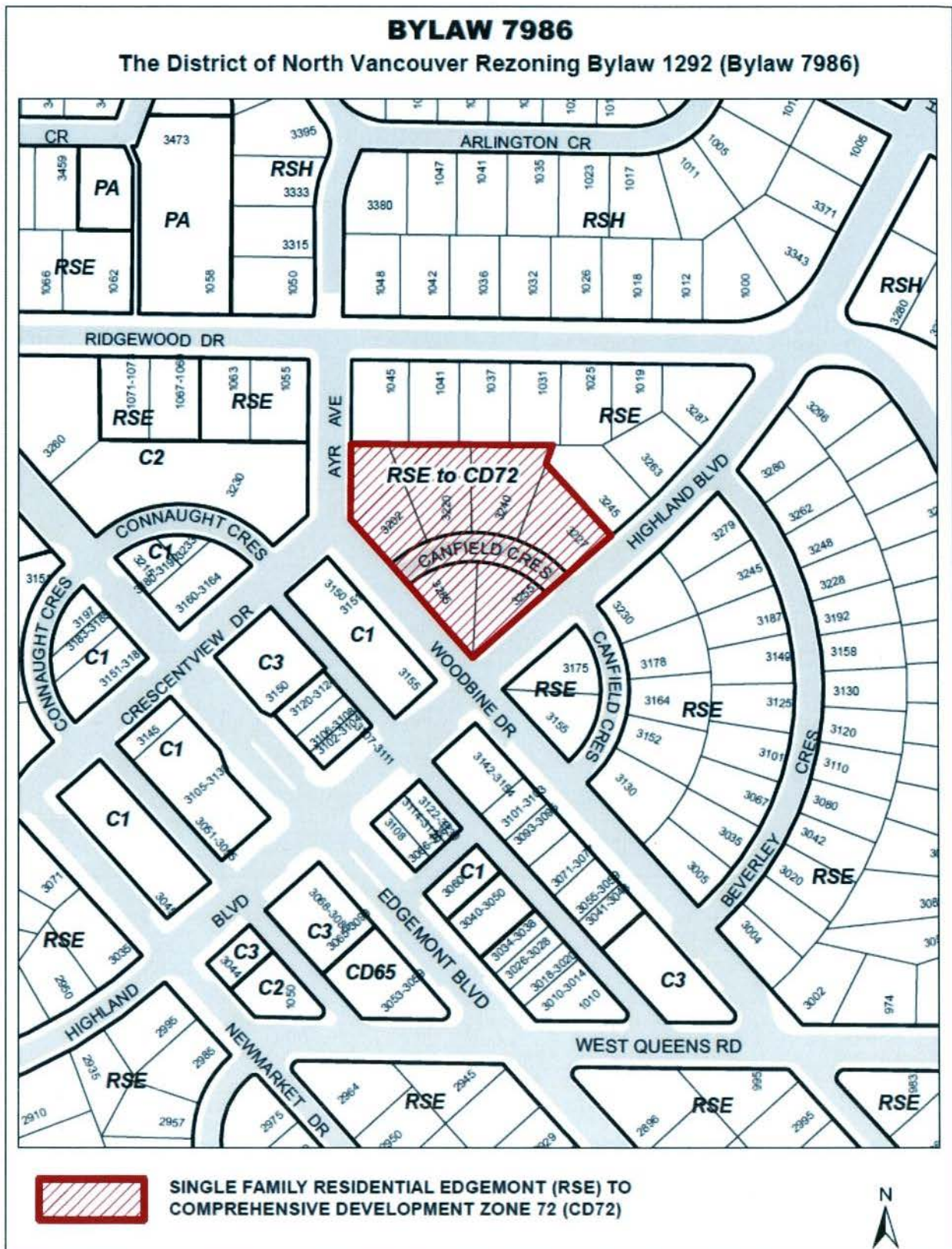
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Bylaw 7986 Schedule A: Zoning Map



The Corporation of the District of North Vancouver

Bylaw 7995

A bylaw to enter into a Housing Agreement (3202 Woodbine Drive; 3220, 3240, 3255 and 3285 Canfield Crescent; and 3227 Highland Boulevard)

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 7995, 2013".

2. Authorization to Enter into Agreement

2.1 The Council hereby authorizes the agreement, substantially in the form attached to this Bylaw as Schedule "A", between The Corporation of the District of North Vancouver and Edgemont Senior Living Inc. with respect to the following lands:

- a) Lot 13 Block 31 District Lots 598 to 601 Plan 6659 PID 007-571-500
- b) Lot 12 Block 31 District Lots 598 and 601 Plan 6659 PID 002-450-372
- c) Lot 11 Block 31 District Lots 598 to 601 Plan 6659 PID 010-845-984
- d) Lot 2 Block 51 District Lots 598 to 601 Plan 7812 PID 010-531-645
- e) Lot 1 Block 51 District Lots 598 to 601 Plan 7812 PID 010-531-629
- f) Lot 10 Block 31 District Lots 598 to 601 Plan 6659 PID 010-845-950
- g) Portion of Municipal Road Located in the 3200 Block of Canfield Crescent

(3202 Woodbine Drive, 3220, 3240, 3255 and 3285 Canfield Crescent, and 3227 Highland Boulevard)

3. Execution of Documents

The Mayor and Municipal Clerk are authorized to execute any documents required to give effect to the Housing Agreement.

READ a first time this the

READ a second time this the

READ a third time this the

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

SECTION 219 HOUSING AGREEMENT COVENANT

THIS AGREEMENT dated for reference the __ day of May, 2013

BETWEEN:

EDGEMONT SENIOR LIVING INC. (Incorporation No. 0915291) a company incorporated under the laws of British Columbia having an office at Suite 2620, 1055 West Georgia Street, Vancouver, BC, V6E 3R5

(the "Transferor")

AND:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

- A. The Owner is the registered owner in fee simple of lands in the District of North Vancouver, British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement (the "Land");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
- C. Section 905 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Land; and
- D. The Owner and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Land on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 905 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to the Owner and other good and valuable consideration, the receipt and sufficiency of which the Owner hereby acknowledges, the parties covenant and agree pursuant to Section 219 of the *Land Title Act* (British Columbia) as follows:

1. **Definitions** – In this Agreement and the recitals hereto:

- (a) "Assisted Living Services" means regular assistance with activities of daily living, including eating, mobility, dressing, grooming, bathing, personal hygiene, assistance

with passive exercise and social participation or administration of externally prescribed medication, but does not include nursing care;

- (b) "Assisted Living Units" has the meaning given to it in section 6;
 - (c) "Building" means the building on the Land contemplated by Development Permit No. 05.13;
 - (d) "Dwelling Unit" means a room or set of rooms containing cooking and sanitary facilities and designed to be used for residential occupancy by one or more persons;
 - (e) "Eligible Person" means a person of the age of at least 65 years;
 - (f) "Gross Floor Area" has the meaning given to it in Zoning Bylaw;
 - (g) "Land" has the meaning given to it in Recital A hereto;
 - (h) "LTO" means the Lower Mainland Land Title Office and any successor of that office;
 - (i) "Licenced Community Care Facility" has the meaning given to it in section 7(a);
 - (j) "Lifestyle Support Services" means living support services provided to residents of the Building which services will include the following:
 - (i) meals served in a common dining area;
 - (ii) housekeeping services in each Dwelling Unit;
 - (iii) for each Dwelling Unit, an emergency response system;
 - (iv) on-site staff (who are not residents in the Building Eligible); and
 - (v) planned social and recreational activities.
 - (k) "Owner" means the person or persons registered in the LTO as owner of the Land, or of any parcel into which the Land is consolidated;
 - (l) "Zoning Bylaw" means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as amended, consolidated, re-enacted or replaced from time to time
2. **No Subdivision** – The Land and any improvements from time to time thereon (including without limitation the Building), may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.
3. **Dwelling Units** – The Building must contain 125 Dwelling Units, and:
- (a) all of the Dwelling Units are subject to the rental restrictions set out herein;
 - (b) the Lifestyle Support Services will be provided by the Owner to the occupants of all Dwelling Units; and

- (c) the Assisted Living Services will be provided by the Owner to occupants of the Assisted Living Units.
4. **Rental Seniors Housing** – The Building may not be used for any purpose whatsoever save and except for the purposes of;
- (a) rental housing for Eligible Persons pursuant to arm's length month-to-month residential tenancy agreements or arm's length residential tenancy agreement with terms not exceeding three (3) years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted);
 - (b) the provision of Lifestyle Support Services;
 - (c) the provision of Assisted Living Services to occupants of the Assisted Living Units;
 - (d) the Licenced Community Care Facility and
 - (e) administrative and support services associated with the foregoing.
5. **Occupancy Restriction** – The Dwelling Units on the Land may not be occupied except by the following:
- (a) an Eligible Person pursuant to a residential tenancy agreement that complies with section 4(a); and
 - (b) one other individual, not an Eligible Person, who is living in a single domestic unit with an Eligible Person referred to in section 5(a) above.
6. **Assisted Living** – A minimum of 15 Dwelling Units in the Building must be rented to Eligible Persons who are paying for and are receiving Assisted Living Services (the "Assisted Living Units").
7. **Community Care Facility** – Those parts of the Building shown cross hatched on the sketch plan attached hereto as Schedule "B" and having a contiguous Gross Floor Area not greater than 10,000 square feet, may not be used or occupied for any purpose save and except for:
- (a) a self-contained segregated community care facility, licenced under the *Community Care and Assisted Living Act*, for not less than 12 and not more than 23 Eligible Persons in care (the "Licenced Community Care Facility"); and
 - (b) administrative and support services associated with the said Licenced Community Care Facility.
8. **Amenity Space** – Those parts of the Building shown cross hatched on the sketch plan attached hereto as Schedule "A" may not be used or occupied for any purpose save and except for:
- (a) the provision of Lifestyle Support Services for the common use and enjoyment of the residents of the Building; and

- (b) administrative services associated with operating the Building and providing the Lifestyle Support Services.
9. **Statutory Declaration** – Within three days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule “C”, sworn by the Owner under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.
10. **Damages and Rent Charge**
- (a) The Owner acknowledges that the District requires Eligible Persons housing in accordance with this Agreement for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this Agreement, the Owner must pay the District \$100.00, as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 of each year by the amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase between that previous January 1 and the immediately preceding December 31 in the Consumer Price Index. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.
- (b) By this section, the Owner grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of the amounts described in section 10(a). The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under section 10(a) is due and payable to the District in accordance with section 10(a). The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.
11. **Specific Performance** – The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement, the District is entitled to obtain an order for specific performance of this agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of the Land in accordance with this Agreement.
12. **Notice of Housing Agreement** – For clarity, the Owner acknowledges and agrees that:
- (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 905 of the *Local Government Act*;
- (b) the District is required to file a notice of housing agreement in the LTO against title to the Land; and
- (c) once such a notice is filed, this Agreement, as a housing agreement under section 905 of the *Local Government Act*, binds all persons who acquire an interest in the Land in perpetuity.

13. **Compliance with Laws** – The Owner will at times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, bylaws, and orders of the District and other authorities having jurisdiction, including all rules, regulations, policies, guidelines and the like under or pursuant to them.
10. **Modification Procedure** – Non-material modifications to this Agreement may be considered and approved by the General Manager of Planning Permits and Bylaws (the “Director”) in his or her discretion. All other modifications must be approved by the Council in its sole and unfettered discretion. The Director in his or her discretion shall determine whether or not a proposed modification is “material”. All approvals must be in writing. Any proposed modifications must:
 - (a) be consistent with the District’s Official Community Plan Bylaw 7900, 2011 as amended or replaced from time to time; and
 - (b) comply with the Zoning Bylaw.
14. **Cost** – The Owner shall comply with requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District’s administration costs (as determined by the District’s charge out rate for District staff time) in connection with the preparation of this Agreement and all other covenants, agreements and statutory rights of way granted by the Owner to the District or entered into between the owner to the District in respect of the development of the Land contemplated in this Agreement and ancillary documents and any modifications, discharges and partial discharges of them from time to time, and the costs of registration of such documents in the LTO.
15. **Interpretation** – In this Agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
 - (d) reference to the “Land” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
 - (e) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (f) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;

- (g) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;
 - (h) time is of the essence;
 - (i) all provisions are to be interpreted as always speaking;
 - (j) reference to a "party" is a reference to a party to this Agreement and the their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
 - (k) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;
 - (l) reference to a "day", "month", "quarter", or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
 - (m) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including"; and
 - (n) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be preformed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the "sole discretion" of a party or person may be preformed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.
16. **Notice** – All notices and other communications required or permitted to be given under this Agreement must be in writing and must be sent by registered mail or delivered as follows:
- (a) if to the Owner, as follows:

Edgemont Senior Living Inc.
Suite 2807
928 Homer Street
Vancouver, BC V6B 1T7

Attention: Doug Regelous
Phone: (778) 785-2500
 - (b) if to the District, as follows:

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

Attention: Director, Planning Permits and Bylaws
Facsimile: (604) 984-8664

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

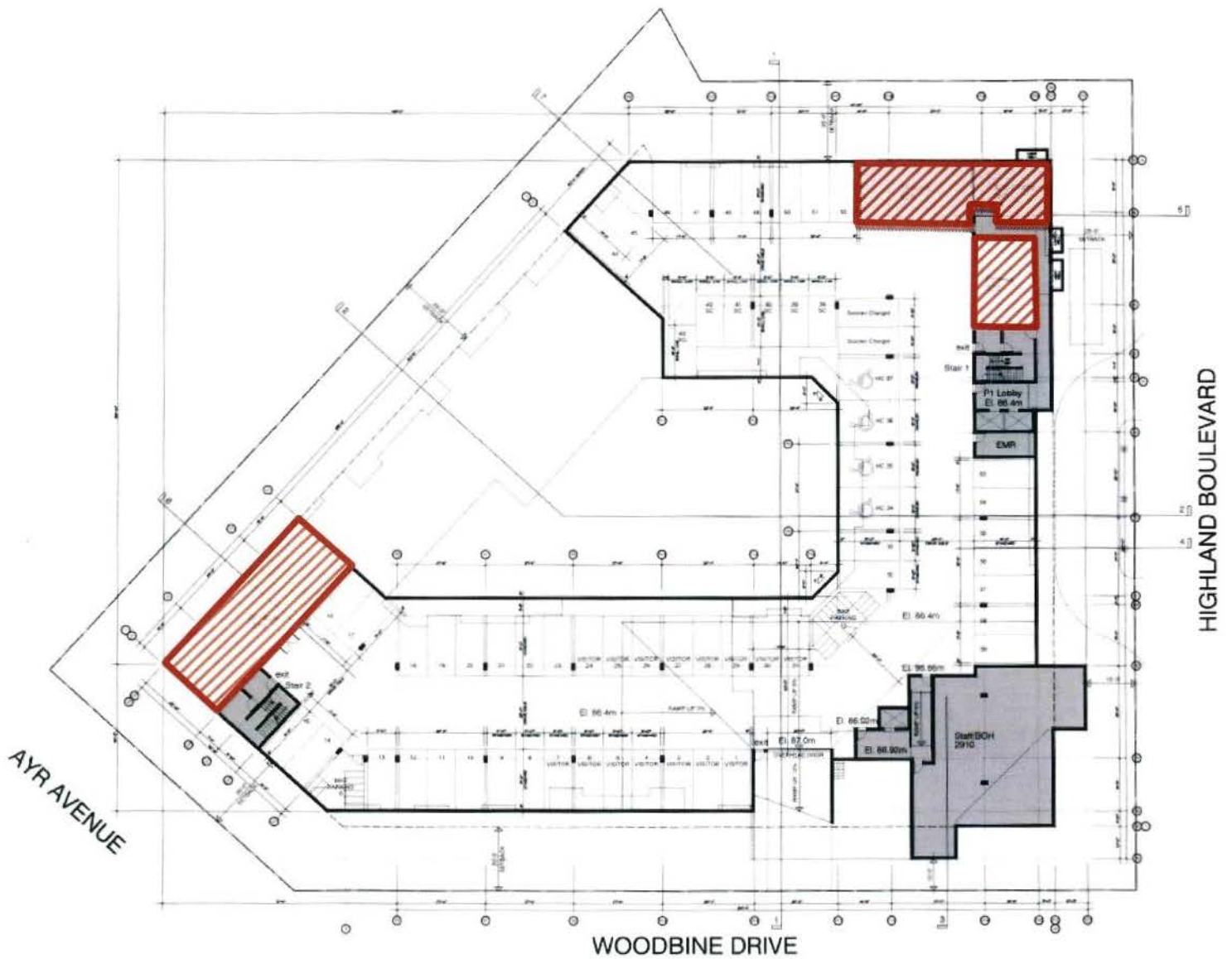
17. **No Waiver** – No provision or breach of this Agreement, or any default, is to be considered to have been waived or acquiesced in by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed as or constituted a waiver of any further or other breach or the same or any other provision or default.
18. **Rights are Cumulative** – All rights and remedies of a party under or in respect of this Agreement (including its breach) are cumulative and are in addition to, and do not exclude or limit any other right or remedy. All rights and remedies may be exercised concurrently.
19. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
20. **No Effect on Laws or Powers** – This Agreement and the Owner's contributions, obligations and agreements set out in this Agreement do not:
 - (a) affect or limit the discretion, rights, duties or powers of the District or the Approving Officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of the Land;
 - (b) impose on the District or the Approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit any enactment relating to the use, development or subdivision of the Land; or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Land.
21. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
22. **Covenant Runs With the Land** - Every provision of this Agreement and every obligation and covenant of the Owner in this Agreement, constitutes a deed and a contractual obligation, and

also a covenant granted by the Owner to the District in accordance with Section 219 of the *Land Title Act*, and this Agreement burdens the Land to the extent provided in this Agreement, and runs with it and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Land is or they are consolidated (including by the removal of interior parcel boundaries) by any means.

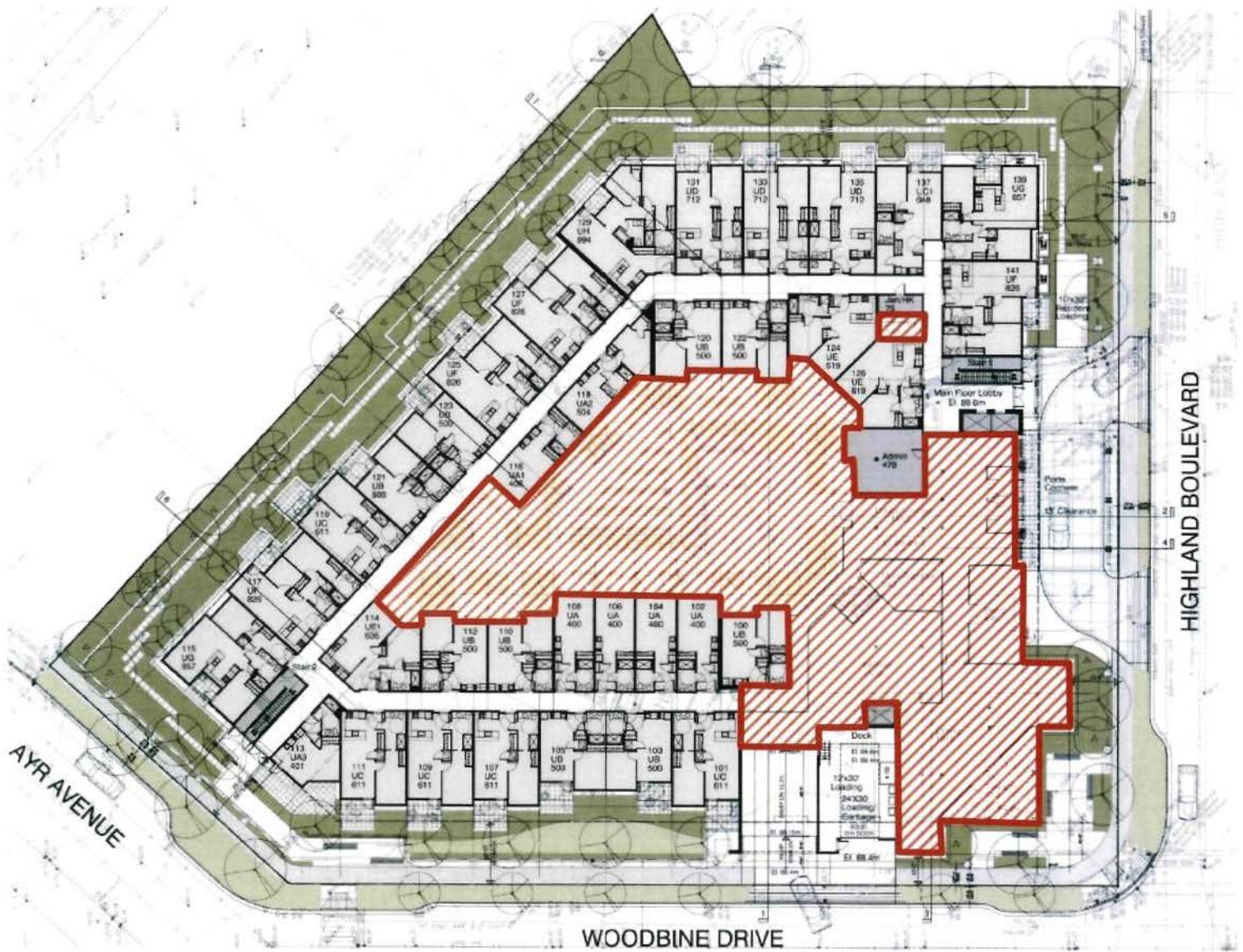
23. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Land.
24. **Agreement for Benefit of District Only** – The Owner and the District agree that:
 - (a) this Agreement is entered into only for the benefit of the District;
 - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the property, the Land or the building or any portion thereof, including any Suite; and
 - (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
25. **Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
26. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
27. **Joint Obligations of Owner** - If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.
28. **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force and unaffected by that holding or by the severance of that part.
29. **No Joint Ventureship** - Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.
30. **Amendment** - This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.
31. **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

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

Schedule "A"
Sketch Plans of Common Areas



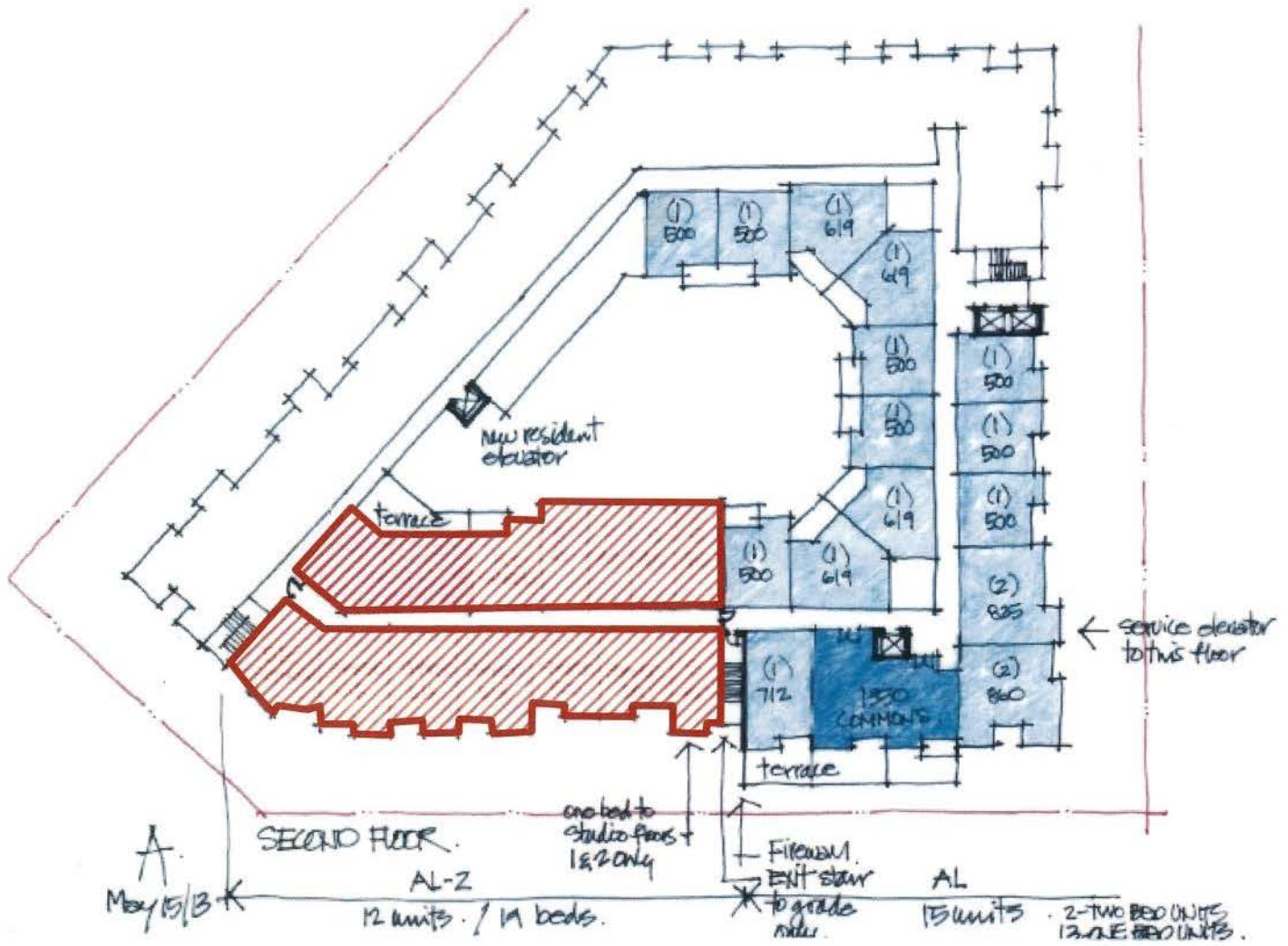
Parking Level Plan: Common Amenity areas are outlined in red





Third Floor Plan: Common Amenity areas are outlined in red

The Licensed Community Care Facility



Schedule "C"

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

I, _____, OF _____, British Columbia, do solemnly declare:

- That I am the Owner of the Land legally described as [insert legal] and make this declaration to the best of my personal knowledge.
- [or]
- That I am the _____ (director, officer, employee) of the Owner of the Land legally described as [insert legal] and [make this declaration to the best of my personal knowledge] [have been informed by _____ and believe the statement in this declaration to be true].
- This declaration is made pursuant to the Housing Agreement in respect of the Land.
 - For the period from _____, _____ to _____, _____, all Dwelling Units on the Land were occupied by Eligible Persons, whose names and addresses appear below, and in accordance with the Housing Agreement.

Name of Eligible Person	Age of Eligible Person	Other Resident(s) of Dwelling Unit	Apt. No.

- I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

SWORN BEFORE ME at the _____, in the
Province of British Columbia, this ____ day of ____
_____, 2013.

A Commissioner for Taking Affidavits for British Columbia

)
)
)
)
)
)
) **Signature of person making declaration**
)

- END OF DOCUMENT -

ROCKANDEL&ASSOCIATES

*Building Success Through Process Facilitation,
Community Engagement & Partnership Planning*

**ESL PUBLIC INFORMATION
MEETING SUMMARY REPORT**

To: Steven Petersson, Development Planner, District of North Vancouver
E: peterssons@dnv.org

From: Catherine Rockandel, IAF Certified Professional Facilitator, Rockandel & Associates
Tel: 1-604-898-4614 E: cat@growpartnerships.com

Re: Edgemont Senior Living Public Information Meeting Summary

Date: March 18, 2013

Event Date: Wednesday, March 13, 2013
Time: 6:30 PM – 8:30 PM
Location: Highlands United Church, 3255 Edgemont Boulevard, North Vancouver
Attendees: Approximately two hundred and five (205)
Comment Forms: 18 comment forms were submitted at the meeting and provided to Stephen Petersson, District of North Vancouver

Notification

Flyer Invitation

Invitation packages were distributed to residents within a 100-metre radius of the site, as well as the broader Edgemont/Upper Capilano Area.

Site Signs

There was a white vertical style sign erected on the site during the week of February 28, 2013, notifying the community of the meeting as per District of North Vancouver requirements.

Newspaper Advertisement

Two (2) advertisements were placed in the North Shore News, on Wednesday, March 6 and Friday, March 8, 2013.

Attendees: One hundred and ninety-seven (197) people signed in for the Public Information Meeting. While several citizens did not want to sign in, two counts of the room suggested that there were approximately two hundred and five (205) attendees.

In addition, the following project team members, and District of North Vancouver staff were in attendance.

District of North Vancouver

Stephen Petersson, Development Planner
David Hawkins, Policy Planner

Project Team

Developer: Doug Regelous, John Kuharchuk, Edgemont Senior Living

Project Consultants

Land Use Planning: Chuck Brook, Julia Reimer, Brook Pooni Associates Inc.

Architecture: Ray Letkeman, Ray Letkeman Architecture
Landscape Architecture: Michael Patterson, Perry & Associates
Transportation Engineers: Peter Joyce, Bunt & Associates

Facilitator

Catherine Rockandel, Rockandel & Associates

PRESENTATION SUMMARY

A presentation by Doug Regelous, Edgemont Seniors Living and Ray Letkeman, Ray Letkeman Architecture reviewed the following key points:

- Area demographics (> 75 years)
- Need for seniors housing in the Edgemont, Upper Capilano, and Delbrook
- What is independent seniors living (rental, services, stage of life)
- 3-storey building in response to community input
- Public plaza at Woodbine/Highland in response to feedback from Community group
- High quality architectural design and finishes
- Excess parking provided underground so as not to add pressure in Village
- Building broken up into house-like segments to reduce its overall visual impact.

PUBLIC COMMENT: Q & A (Index: Q: Questions C: Comment A: Answers)

The overall tone of the meeting was positive and supportive, with many seniors from the community attending and asking questions about the project during the Open House. During the facilitated Q&A a total of twenty-seven (27) people spoke; of which fifteen (15) stated that they were supportive; nine (9) asked questions without indicating support or opposition (questions ranged from food plans, to whether the courtyard got sun, to types of trees being planted, concern about sirens, etc). Two (2) speakers expressed hesitancy about the project and suggested it be included in the Edgemont refresh process.

C1: Love project, it is important for people in neighbourhood to know they have place to go when they need this type of housing.

Q2: This project is a good. I see 140 units, merchants in village, says would generate 40 off-street parking, village coming down to village have no place to park, need off street parking for village merchants. This project should offer 20 off street parking spots for village and merchants.

A2: 129 units proposed, car ownership at this age and stage diminishes, DNV requires 1 parking stall for every 3 units. There is secure parking underground. This project will not make demands on on-street parking

Q3: I have lived in my house for 53 years, I agree with this project. I don't see any affordable housing why is that?

A3: The rental units have been designed in accordance with people's ability to pay in this

Edgemont Seniors Living
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March 13, 2013

neighbourhood. Don't have subsidized housing because this project would need density bonusing. This would require more than three storeys. Community has said they don't want any more height. So we cannot offer affordable non-market housing.

C4: Statement submitted by owner of Bakehouse was read: I support project it will increase customer base, increase traffic to village, part of building upgrade look and feel of village, increase general activity and diversity which contribute to the vibrancy of village feel.

Q5: Is there just one elevator at one end of building?

A5: We are considering 3 elevators – two for residents use and one for service use.

Q6: My understanding is that with these facilities there is a large increase in emergency responses. My understanding is that staff is not allowed to help people, even if they just trip and 911 must be called. I have small children, concerned about noise from sirens.

A6: In our facilities it is not true that if someone falls they are not picked up. Some of our staff have medical training, but it is not a medical facility. Ambulances would come for a medical emergency. When people need medical help our staff ensure a medical visit is conducted and this reduces the number of emergencies

C7: At recent Edgemont Village refresh the issue that Edgemont is a mountain village came up. Anytime we increase commercial ventures, it is not just one but what is coming next, another one around the corner such as Safeway site. I hope this does go ahead but I want community to plan it rather than developer

C8: I have been following this project because I live near Village with aging parents in Campbell River that will need to come closer so I am supportive of this development. It is perfect for Edgemont

C9: I live near Canyon Heights and I have a copy of the OCP here. I was involved in shaping the OCP and this is just the type of development that people who were involved in the OCP's planning hoped would come forward for this area.

Q10: Live on Edgemont, past Sunset Boulevard, my concern is what kind of trees are you planning to put around building?

A10: We have been careful to not plant conifers along Ayr and Woodbine, the trees can be 6 metres. Along backside of property planting flowering dogwoods, and maples

Q11: Seniors housing is a good idea. I think it is a little big, what is current zoning, what care level do you need to move people on

A11: Currently zoned single family. There are a minimum number of units required to make project economical. This project is independent seniors housing that is entry level. The model we are proposing is not a medical model, people need to be mobile. They are supported to live independently. We cannot provide medical care in situ.

C12: I visit Inglewood Lodge in West Van a 233-unit full-fledge medical facility. I talked to director and he said ambulances come 3 or 4 times a month, but rarely have sirens on.

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Q13: Do the people get evicted if they are not well, what is the protocol?

A13: We are concerned that residents get best, safe continuum of care. We will take steps to contact resident's family to have them address acute care issues

Q14: I own one of the houses adjacent to this project. I moved in to the house in 2006. I was a bit worried but then I heard it was senior's facility I was happy. I am pleased that the people who have lived in this neighbourhood can continue to live here and my children will live in a community in a neighbourhood with diversity. I am supportive of the project.

Q15: I live at Glenora and support project. I have parents in 90s my father recently moved to Inglewood. For over 15 years I had to drive across city to visit my parents in a facility like this. I think it is good for the neighbourhood and it is sustainable

Q16: Are the utility lines along Woodbine going to be buried? What about delivery trucks?

A16: Our preference is to underground the utility lines. We are in conversation with District engineering but still early in process to confirm. All deliveries are on property so not blocking, deliveries are scheduled in off peak hours and the trucks are sized to the order being delivered.

Q17: How are you going to keep this facility for people in the area?

A17: From a legislative point of view cannot put age restrictions on building. One discussion we have been having with Edgemont and Upper Capilano Community Association is how to assure people that live here are a priority is to have a 90 day process for people in the area to register.

Q18: As people move out would people who live in area be given preference?

A18: Yes, we believe that people will be from local catchment area because people want to stay where they have been residing.

Q19: I was at community planning meeting they said it was going to be a year long so will this project come after the Edgemont Refresh?

A19: DNV planner said it is likely this plan will come before because this project submitted preliminary application in 2012 in advance of Edgemont plan refresh. It focuses on commercial core on village core. This project is boundary.

Q20: What is the hurry to put this project through?

A20: The main difference is that the applicant came before Edgemont refresh process. It has not been rushed through but the process has been fulsome. We are balancing wishes of local community for progressive rate of change and developer interests that would like an efficient process. Note: There are copies here of Frank Ducote Urban Design Context study of the project available on resources table.

Q21: I have read a lot about this type of development and CMHC says typically these types of development have about 100 units. The OCP speaks to transition density guidelines. I would like to hear from the DNV planners as to how well this project meets those guidelines?

A21: Planner David Hawkins: OCP is a district wide document that is not focused on this site.

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Transitional land uses range from 0.8 to 1.2 FSR as well higher land uses of 1.75 do exist in the portfolio. OCP did not consider land uses for this site.

Q22: Is parking included in rental of facility? How does dining facility work is it on a regular basis that you have to attend?

A22: Parking is included in lease arrangement for specific units. Meal programs are flexible programs. We find that once people get settled in they tend to stop using kitchens/kitchenettes and move to dining room with new friends. Meal plans are adjustable over time

Q23: Two people that spoke hesitantly about project are younger than people. This is a real estate play from single family to commercial. My perspective is that it should be addressed as part of Edgemont Refresh because this moves goal posts, which will affect the Safeway site Grosvenor will want more density.

Q24: We all want to retain charm of village. I don't want to see whole village under construction at same time so I want to see this project move forward before Refresh is finished.

Q25: The North Shore is growing and with growth comes change. My daughter is 16 and is a volunteer at Capilano Seniors Centre she asked why are they putting them away. Retirement communities in Europe are integrated with recreation facilities, leisure, schools, and local entrepreneurs because it attracts local growth as people come for dinner, shop and visit. I fully support project

Q26: I lived on Crescent View since 1965, what rental rate are you planning. How practical is courtyard, does sunlight get in at different times of the year?

A26: The current thinking of rent spread is \$3,500 to \$5,000 including laundry, meal packages. They vary from unit to unit. The courtyard is 70 feet wide and 100 feet in the other dimension. Shadow analysis there is some shade but there is sun at all times of the year.

Q27: I have lived in community for 36 years, if I move in do I have to sell all my furnishings or can we bring our own furnishings?

A27: Units are provided unfurnished because people want to bring their own furnishings.

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PUBLIC HEARING

3202 Woodbine Drive

Edgemont Senior Living

- What:** Public Hearing on proposed District of North Vancouver Official Community Plan Amendment Bylaw 5 (Bylaw 7985) and Rezoning Bylaw 1292 (Bylaw 7986)
- When:** 7:00p.m., Tuesday, June 25, 2013
- Where:** This public hearing is to be held at **Highlands United Church, 3255 Edgemont Boulevard**

Proposed*



Site Map



* Provided by applicant for illustrative purposes only. The actual development, if approved, may differ.

What is it? The proposed Official Community Plan amendment and rezoning bylaw will allow for a 125-unit, three-storey seniors independent and assisted living rental building plus 12 care rooms over a single level of underground parking where before only single family homes were allowed. Any new construction on the site would be subject to form and character, and green building design guidelines.

When can I speak? Please join us on Tuesday, June 25, 2013 at Highlands United Church when Council will be receiving input from the public on this proposal. You can speak in person by signing up at the Hearing or by providing a written submission to the Municipal Clerk at the address below or input@dnv.org before the conclusion of the Hearing.

Need more info? The bylaw, Council resolution, staff report, and other relevant background material are available for review by the public at the Municipal Clerk's Office or online at www.dnv.org/public_hearing. Office hours are Monday to Friday 8:00a.m. to 4:30p.m.

Who can I speak to? Steven Petersson, Development Planner, at 604-990-2378 or peterssons@dnv.org.



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