

AGENDA

PUBLIC HEARING

Tuesday, November 21, 2017

7:00 p.m.

Council Chamber, Municipal Hall

355 West Queens Road,

North Vancouver, BC

Council Members:

Mayor Richard Walton

Councillor Roger Bassam

Councillor Mathew Bond

Councillor Jim Hanson

Councillor Robin Hicks

Councillor Doug MacKay-Dunn

Councillor Lisa Muri



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PUBLIC HEARING

**7:00 p.m.
Tuesday, November 21, 2017
Municipal Hall, Council Chambers
355 West Queens Road, North Vancouver**

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

1. OPENING BY THE MAYOR

2. INTRODUCTION OF BYLAW BY CLERK

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

Purpose of Bylaw:

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

District of North Vancouver Rezoning Bylaw 1361 (Bylaw 8263)

Purpose of Bylaw:

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

3. PRESENTATION BY STAFF

Presentation: Tamsin Guppy, Development Planner

4. PRESENTATION BY APPLICANT

Presentation: Woodbridge Northeast Communities

5. REPRESENTATIONS FROM THE PUBLIC

6. QUESTIONS FROM COUNCIL

7. COUNCIL RESOLUTION

Recommendation:

THAT the November 21, 2017 Public Hearing be closed;

AND THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8262, 2017 (Amendment 30)” and “District of North Vancouver Rezoning Bylaw 1361 (Bylaw 8263)” be returned to Council for further consideration.

8. CLOSING

The Corporation of the District of North Vancouver

Bylaw 8262

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

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

1. Citation

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

2. Amendments

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

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

READ a first time November 6th, 2017 by a majority of all Council members.

PUBLIC HEARING held

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

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

ADOPTED by a majority of all Council members.

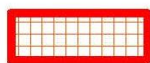
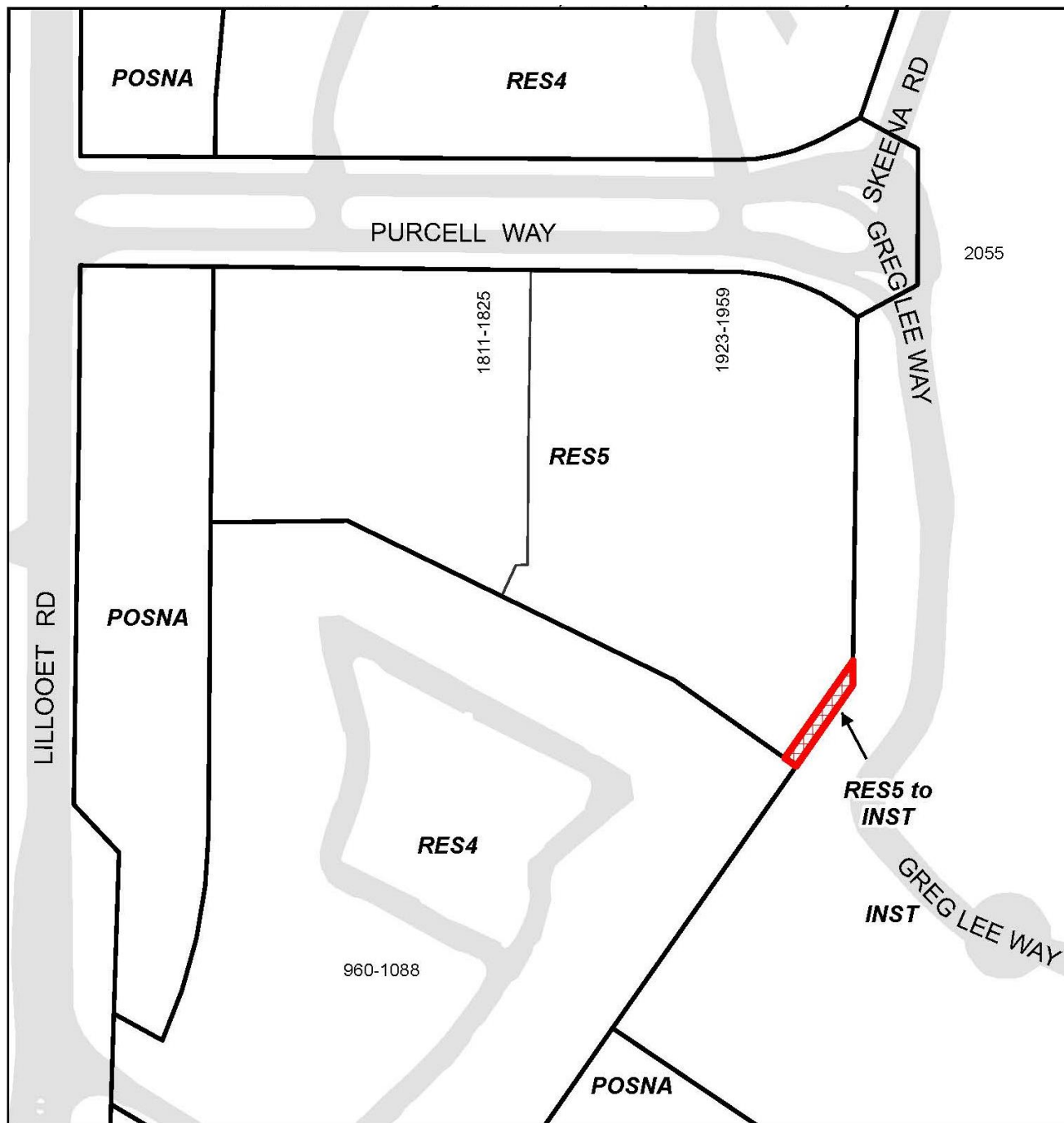
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8262



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



The Corporation of the District of North Vancouver

Bylaw 8263

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

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

1. Citation

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

2. Amendments

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

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

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

“multi-family flex unit” means an owner-occupied dwelling unit that has a gross floor area of not less than 74 m² (796.5 sq. ft.) and contains a defined area (the “lock-off room”) for potential separate accommodation, where the “lock-off room” is not a separate strata lot.

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

“Comprehensive Development Zone109 CD 109”

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

“4B109 Comprehensive Development Zone 109 CD 109

The CD 109 zone is applied to:

1923, 1935, 1947 and 1959 Purcell Way

As illustrated on Schedule A.

4B109-1 Intent

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

4B109-2 Permitted Uses:

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

a) Uses Permitted Without Conditions:

Not Applicable

b) Conditional Uses:

i) *Residential use*

4B109-3 Conditions of Use

- a) Residential: *Multi-family flex units* are only permitted when the following conditions are met:
- (a) Where the total multi-family flex unit has a gross floor area of not less than 74 m² (796.5 sq. ft.)
 - (b) Where the defined “lock off area” is not less than 24 m² (258.3 sq. ft.) and not more than 37 m² (398 sq. ft.);
 - (c) Where the defined “lock off area is not a separate strata lot;
 - (d) Where the defined “lock off area includes living space which contains a compact kitchen, at least one closet, and a bathroom with a toilet, sink, and bathtub or shower; and
 - (e) Where the defined “lock off area has a separate lockable entrance door providing independent and direct access to the exterior of the dwelling unit or public corridor.
- b) ***Residential:*** *Residential use* is only permitted when the following conditions are met:
- (a) Each dwelling unit has access to private or semi-private outdoor space; and
 - (b) Each dwelling unit has access to bicycle storage.

4B109-4 Accessory Use

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

4B109-5 Density

- a) The maximum permitted density is 90 residential units and 1.0 floor space ratio.
- b) For the purpose of calculating *gross floor area* the following are exempted:
 - i. Underground parking completely below finished grade;
 - ii. Underground storage completely below finished grade;
 - iii. Shared bicycle facilities including parking, storage, maintenance and washing areas located in the parkade;
 - iv. The shared amenity building of up to 450 m² (4,844 sq. ft.);
 - v. Additional amenity space in the apartment building of up to 50 m² (538 square feet);

4B109-6 Amenities

- a) Despite Subsection 4B109-5, permitted density in the CD 109 Zone is increased to a maximum of 17,563 m² (189,051 sq. ft.) *gross floor area* and 184 units if the owner:
 - i. Contributes \$1,698,940 is contributed to the municipality to be used for any of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion): improvements to public parks, plazas, trails and greenways; public art and other beautification projects; affordable or special needs housing, provision or enhancement of public facilities and child care; and
 - ii. Enters into a Housing Agreement requiring a rental disclosure statement to be filed and prohibiting any strata bylaw or regulation establishing rental restrictions.

4B109-7 Setbacks

- a) Minimum required setbacks to building face:

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

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

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

4B109-8 Height

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

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

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

4B109-9 Coverage

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

4B109-10 Landscaping and Storm Water Management

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

4B109-11 Parking, Loading and Servicing Regulations

- a) Parking and loading are required as follows

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

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

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

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

2.4 The Siting Area Map section is amended by:

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

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

READ a first time November 6th, 2017

PUBLIC HEARING held

READ a second time

READ a third time

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

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

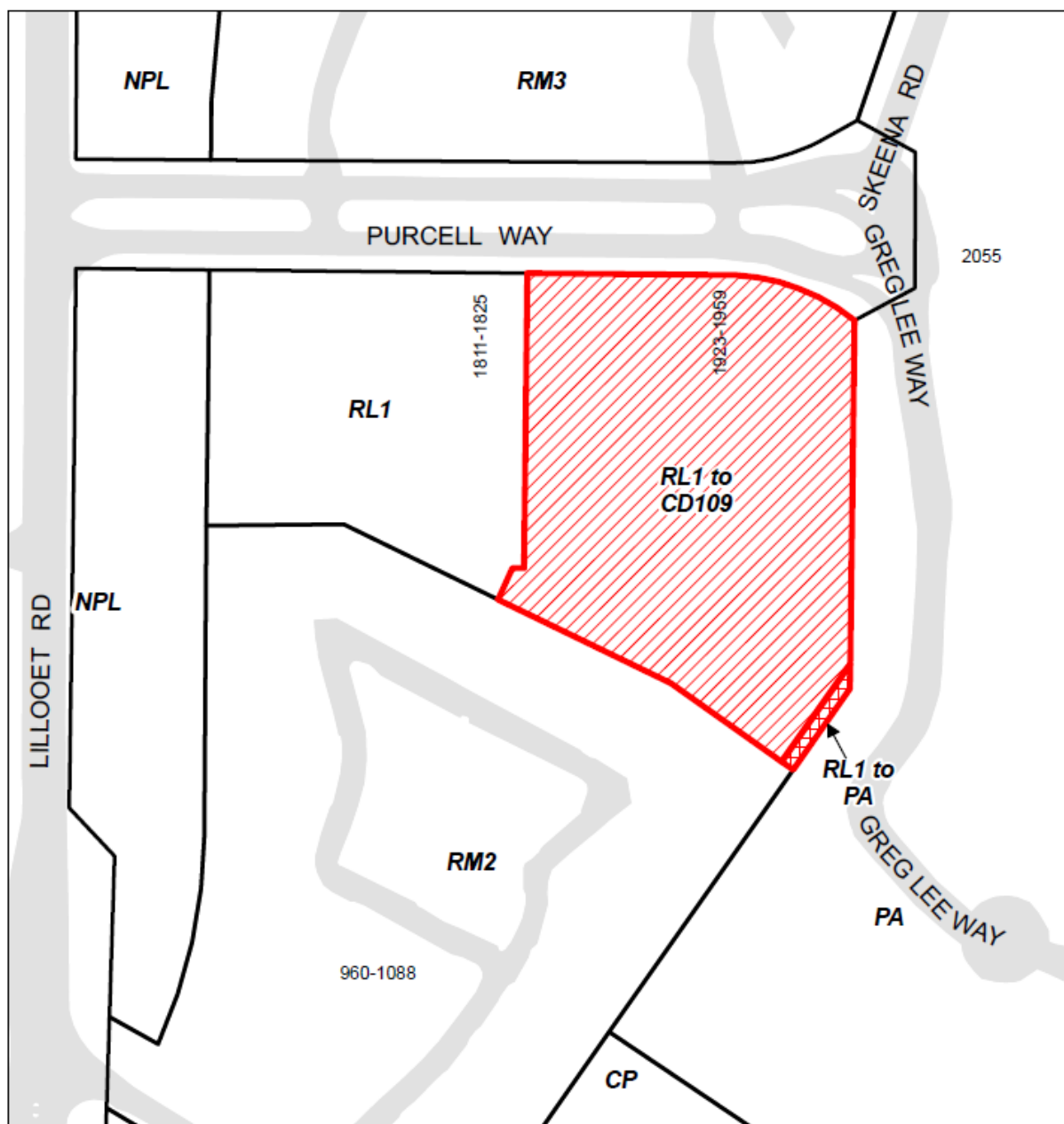
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Municipal Clerk

Schedule A to Bylaw 8263

BYLAW 8263

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



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

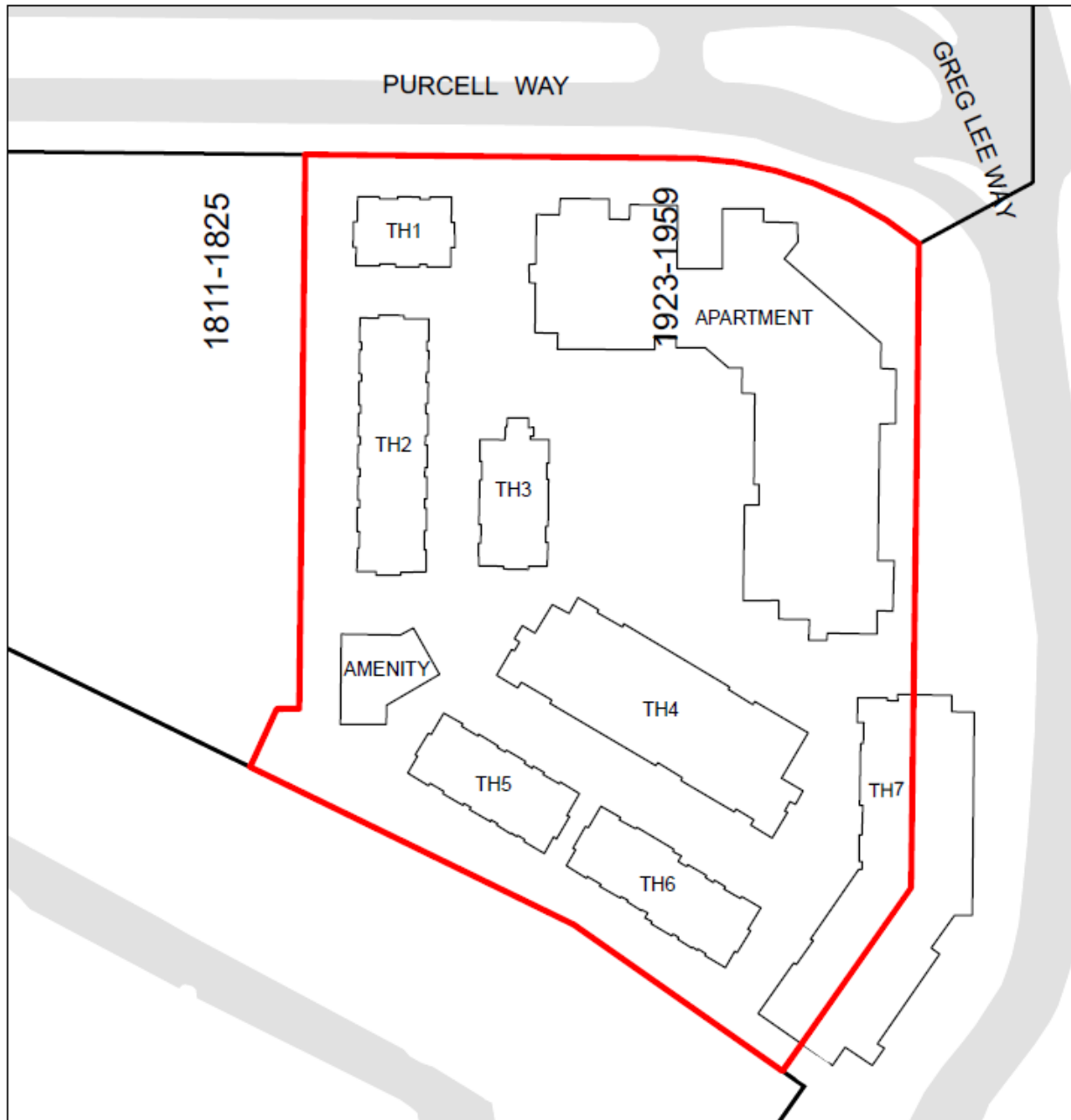


LOW-RISE RESIDENTIAL ZONE 1 (RL1) TO
PUBLIC ASSEMBLY ZONE (PA)

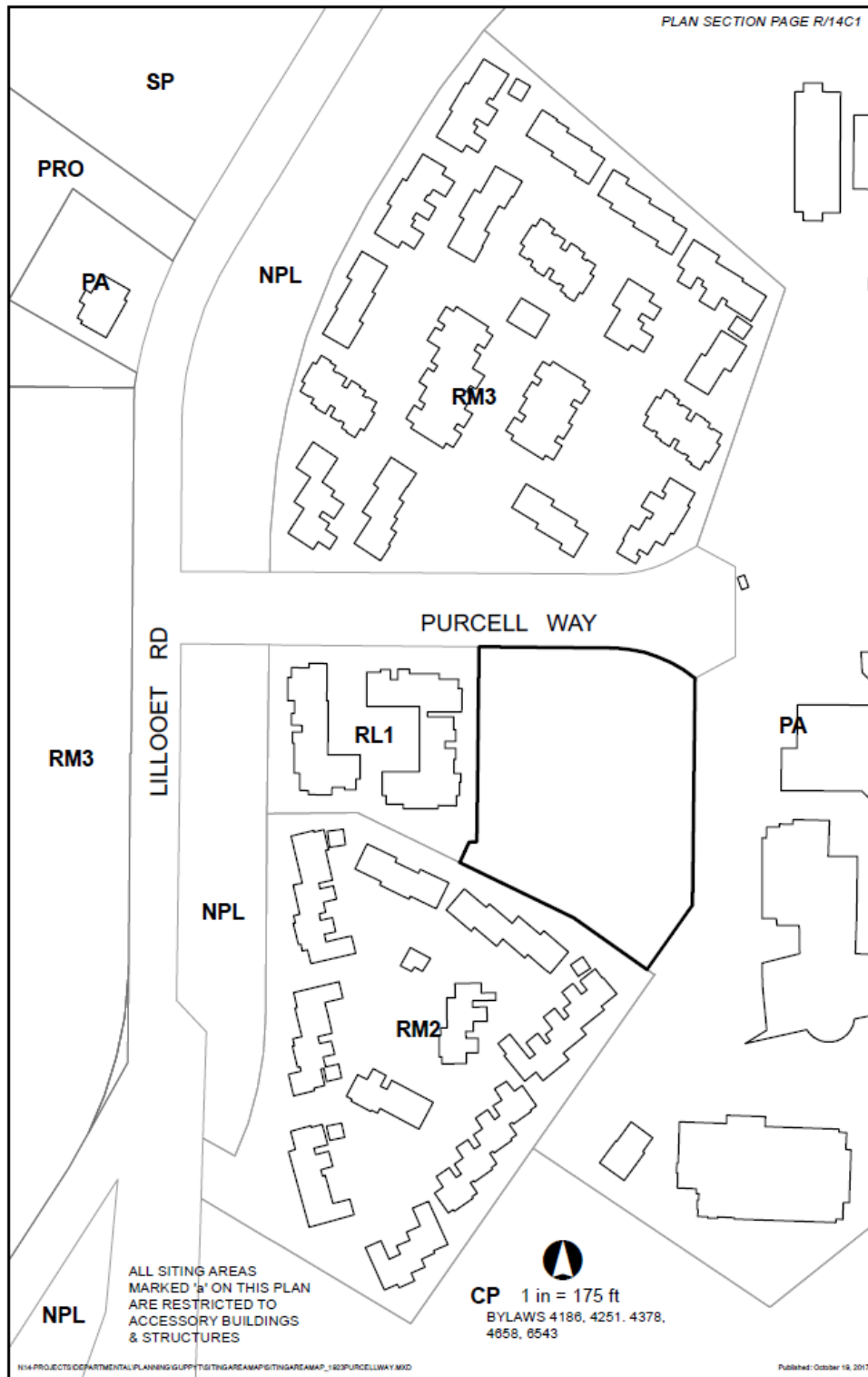


Schedule B to Bylaw 8263

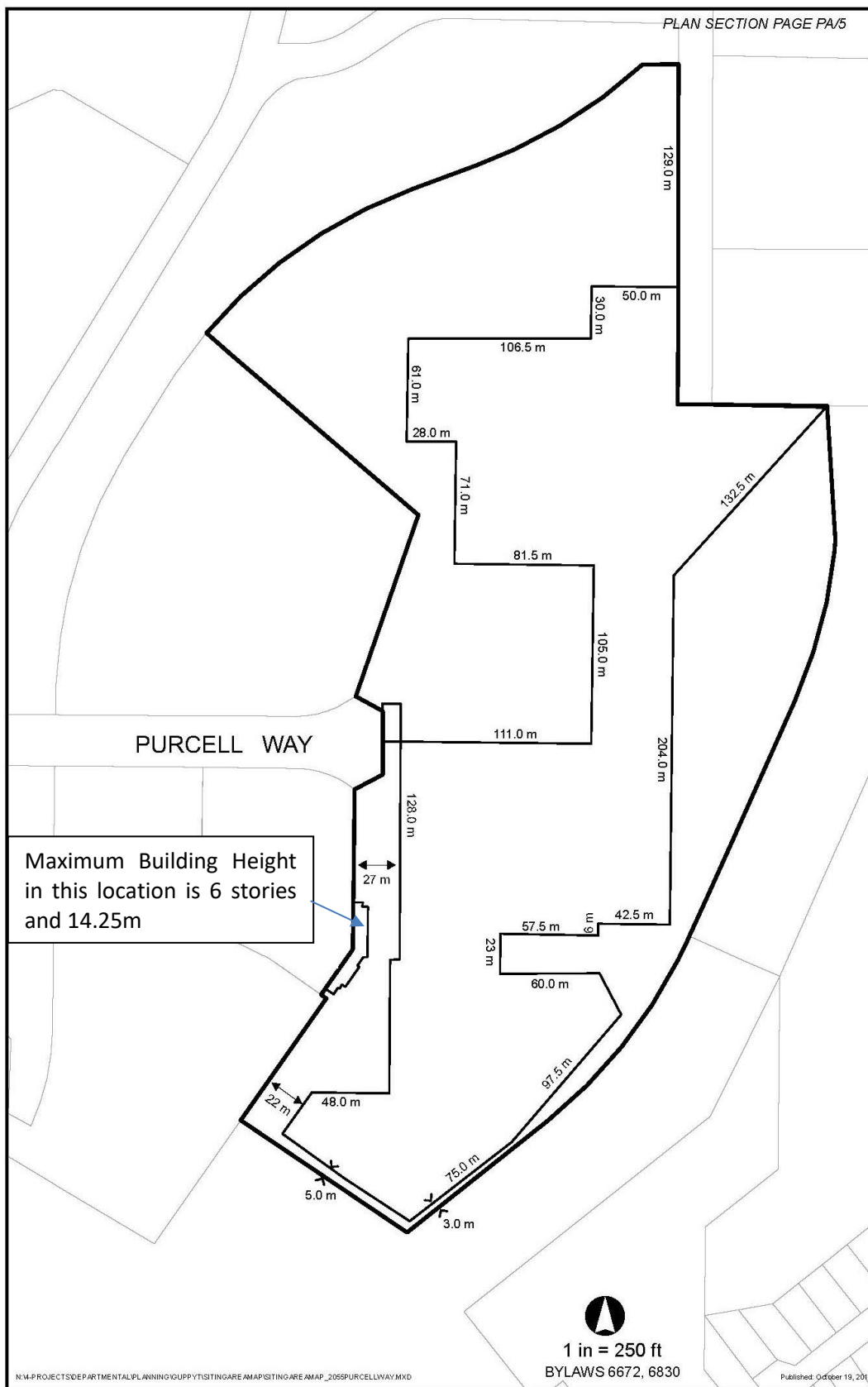
Building Numbering as referenced in Comprehensive Development Zone 109
(CD109) Sections 4B109-7 Setbacks and 4B109-8 Height



Schedule C to Bylaw 8263



Schedule D to Bylaw 8263



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



The District of North Vancouver REPORT TO COUNCIL

October 26, 2017
File: 08.3060.20/035

AUTHOR: Tamsin Guppy, Development Planner

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

RECOMMENDATION

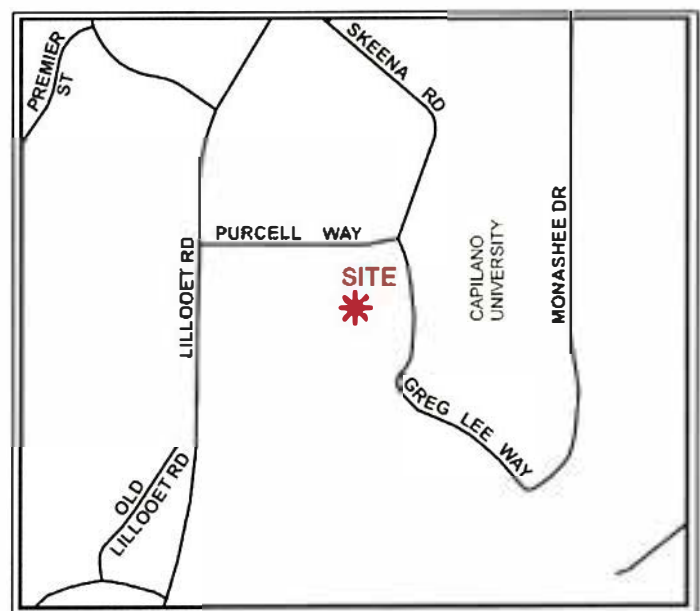
THAT the Bylaw 8262, which amends the District of North Vancouver Official Community Plan by changing the land use designation for a portion of 1923 Purcell Way from "Residential Level 5" to "Institutional", be given FIRST reading;

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

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

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

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



SUBJECT: Bylaws 8262, 8263, 8264 and 8277

1923 Purcell Way and Capilano University

October 26, 2017

Page 2

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

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

REASON FOR REPORT

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

SUMMARY

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

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

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

BACKGROUND

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

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

SUBJECT PROPERTY



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

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

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

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



The site is in the Lynnmour Elementary School catchment area.

EXISTING POLICY

Official Community Plan



An OCP amendment is required for the 113m² (1,217 sq. ft.) parcel shown in yellow which will be dedicated to the University and become campus land.

The Official Community Plan (OCP) designates 1923 Purcell Way as Residential Level 5 – Low Density Apartment which permits the proposed multi-family housing. The adjacent Capilano University lands are designated Institutional. The yellow spot on the above map highlights the 113 m² (1,217 sq. ft.) of land that will be rezoned to Public Assembly and subdivided off and transferred to Capilano University. This small sliver will add to the campus land that is to be used for the student housing building.

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

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

ANALYSIS

1. Zoning

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

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

As noted above, 113 m² (1,217 sq. ft.) of the site will be transferred to Capilano University to assist in the development of a student housing project on the adjacent campus lands. This small portion of land will be rezoned to Public Assembly, to match the zoning of the campus. Public Assembly zoning permits the University, and permits student housing as an accessory use to the University.

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



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



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

2. Site Plan and Project Description

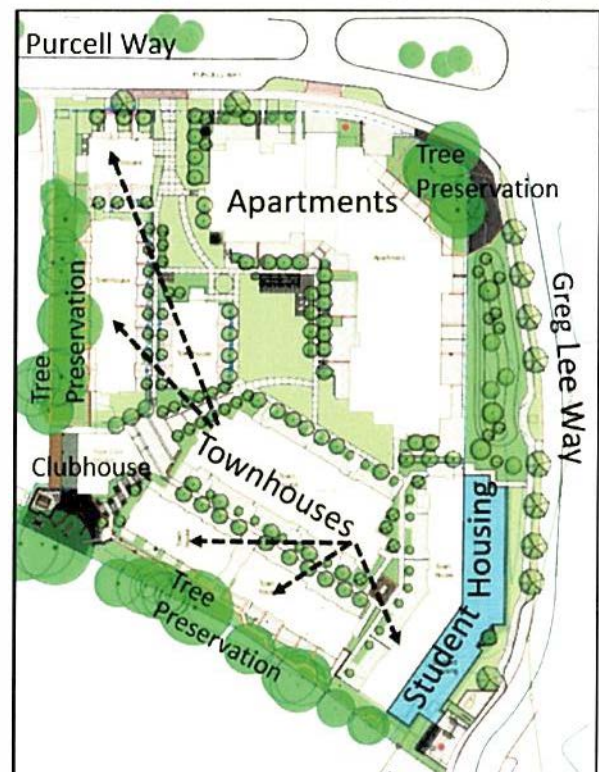
As shown on the site plan on the right, there are three main stands of trees which the development has been designed around. The proposed site plan carefully sets the buildings far enough back to allow the stands to be preserved.

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

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

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

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



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

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



3. Unit Mix:

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

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

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



4. Package for Existing Residents

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

5. Development Permits

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

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

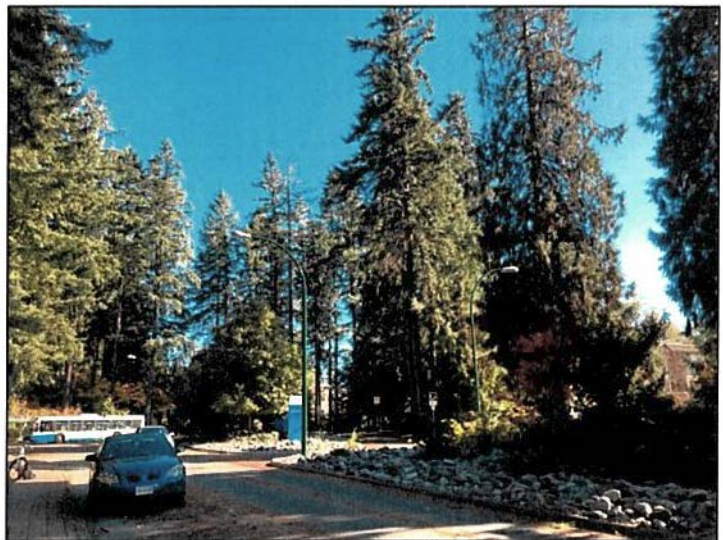
1923 Purcell Way is in the following Development Permit Areas:

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

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

a) Campus Lands - Protection of The Natural Environment

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



b) Campus Lands - Wildfire Hazard

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

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

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

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



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

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

6. Advisory Design Panel

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

7. Accessibility

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

8. Vehicle Parking

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

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

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

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

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

9. Electric Vehicle

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

10. Travel Demand Management

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

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

11. Bicycle Parking and Storage

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

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

12. Off-site Improvements

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

a) Bus Stop Improvements

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

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



b) Bike and Pedestrian Trail Improvements



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

13. Development Cost Charges

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

14. Community Amenity Contribution

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

SUBJECT: Bylaws 8262, 8263, 8264 and 8277

1923 Purcell Way and Capilano University

October 26, 2017

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15. Landscaping

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

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

16. Concurrence

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

17. Construction Traffic Management Plan

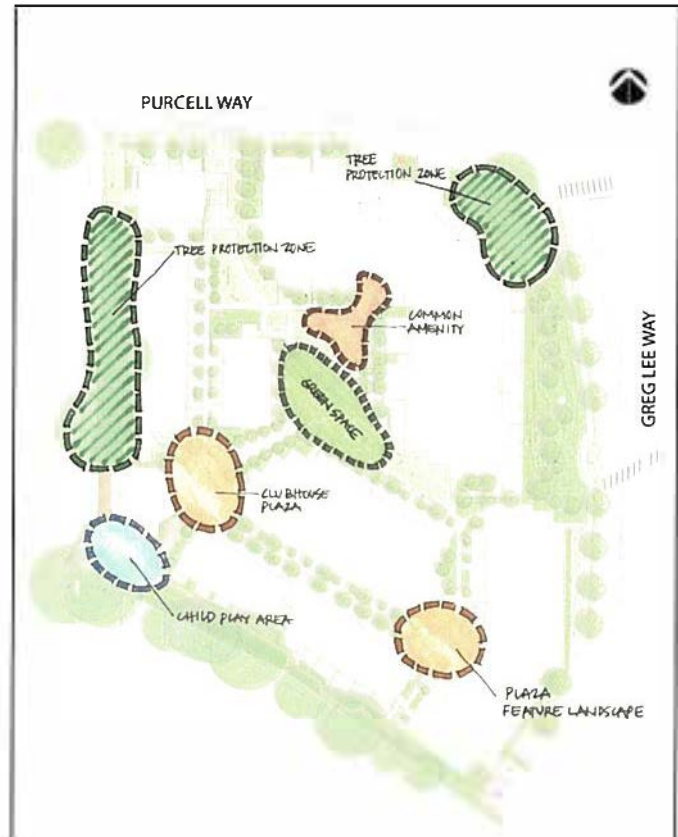
The applicant in partnership with Capilano University will be able to use campus lands for staging and parking of construction vehicles, thereby reducing the impacts on Purcell Way.

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

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

In particular, the Construction Traffic Management Plan must:

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



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1923 Purcell Way and Capilano University

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6. Identify methods of sharing construction schedule with other strata developments in the area;
7. Ascertain a location for truck marshalling;
8. Address silt/dust control and cleaning up from adjacent streets;
9. Provide a plan for litter clean-up and street sweeping adjacent to site; and,
10. Include a communication plan to notify surrounding residents and the University.

18. Public Input

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

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

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

A copy of the facilitator's report is included.

19. Implementation

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

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

- subdivision plan showing land being dedicated to Capilano University;

SUBJECT: Bylaws 8262, 8263, 8264 and 8277

1923 Purcell Way and Capilano University

October 26, 2017

Page 16

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

CONCLUSION:

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

Options:

The following options are available for Council’s consideration:

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



Tamsin Guppy
Development Planner

Attachments:

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

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





Mews - view looking south



Rositch Hemphill Architects

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

PROJECT

Purcell Way

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

DRAWING TITLE:

3D MASSING


WOODBIDGE

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

9



Courtyard Mews



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PROJECT

Purcell Way

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

DRAWING TITLE:

3D MASSING



DATABASE 1810-04 DWG
PROJECT NO: 1810
DATE: 20 OCT 2017
SCALE:

10



Student Housing



Student Housing - View Looking South



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PROJECT

Purcell Way

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

DRAWING TITLE:

3D MASSING



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

8



Clubhouse View 1



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PROJECT:

Purcell Way

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

DRAWING TITLE:

3D MASSING



DATABASE: 1010-04.DWG
 PROJECT NO: 1010
 DATE: 200 CT 2017
 SCALE:

11



Clubhouse View 2



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PROJECT:

Purcell Way

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

DRAWING TITLE:

3D MASSING



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

11



Student Housing



Townhouse 1



120 P Ower 34 res L U M 10
Vancouver, BC Canada
V6A 1 0 1

www.sharphisco.com

ISSUED FOR
**DEVELOPMENT PERMIT
APPLICATION**
16 MAY 2019



WOODBRIDGE

3D MASSING

19 OCT 2017

0-250 m/s	1.8
250-500 m/s	0.9

1610







E:\CAD\08\2016\1510 - PURCELL WAY\1510-0.DWG



Rauch Hempill Architect

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Vancouver, BC Canada
V6A 1G1

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rha@rha.ca

www.rauchhempill.ca

Project: 1510-01
Client: RHA
Date: 15/07/2017

ISSUED FOR
DEVELOPMENT PERMIT
APPLICATION
14 JULY 2017

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WOODBRIDGE

Residential Development
1925-1959 PURCELL WAY
DISTRICT OF NORTH VAN., B.C.

STREETSCAPE

DRAWN: 1806-01-01.dwg
SCALE: 3/16"=1'-0"
PLOT DATE: 19 OCT 2017
DRAWN: LB
CHECKED: LB

PROJECT NO. 1610

A4.1

1/2"=1'-0"



1610 -- PURCEL WAY\DP\1510 -- 0000

RHA
Resutchi Hemdonill Architects

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Vancouver, BC Canada
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REVISION	DATE
2. CLIENT REVIEW	10 APR 2007
2.00 APPLICATION	14 APR 2007

ISSUED FOR
**DEVELOPMENT PERMIT
APPLICATION**
44287-2017

[illegible]

WOODBRIDGE

Residential Development
1923-1939 PURCELL WAY
DISTRICT OF NORTH VAN., B.C.

ELEVATIONS

SCALE 3/16"-1"=1'

1610





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

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1604.669.1091

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ISSUES	DATE
1. Current version	10 APR 2017
2. Disposition	10 APR 2017

TS 54925-00P
DEVELOPMENT PERMIT
APPLICATION
18 APR 2017

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ARCHITECTURAL SEAL



WOODBRIDGE

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

SHADOW DIAGRAM

1610-ADJ-ONE

ALBION 19 OCT 2017

1990	6.1
1991	6.2

1610



21 MARCH 12 PM

21 MARCH 2 PM

21 MARCH 6 PM



21 JUNE 12 PM

21 JUNE 2 PM

21 JUNE 6 PM



21 SEPT 12 PM

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1. VACUUM 2015/1/10 - PURCELL ARCHITECTS LTD.



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VANCOUVER BC CANADA
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www.rha-architects.com

DESIGNED BY: L. GILBERT
REVIEWED BY: L. GILBERT
DATE: 19 OCT 2017

253-607 OR
DEVELOPMENT PERMIT
APPLICATION
19 OCT 2017

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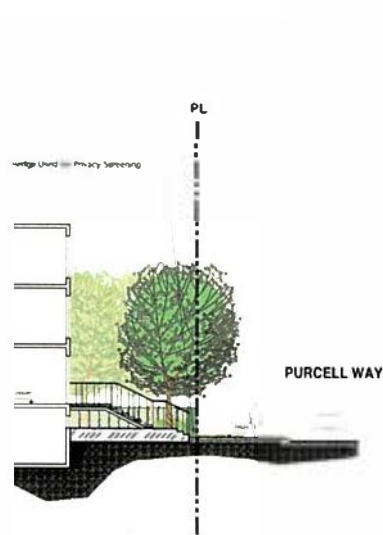


PROJECT
Residential Development
1925-1959 PURCELL WAY
DISTRICT OF NORTH VAN. B.C.
19 OCT 2017
SITE PLAN

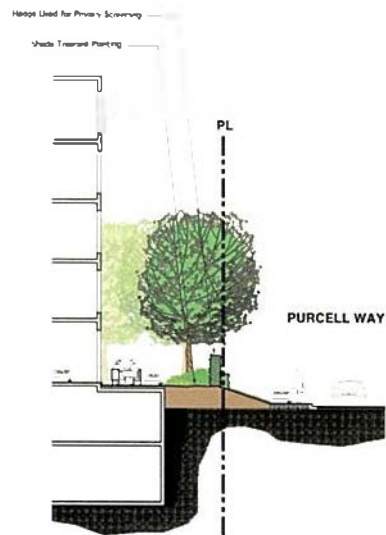
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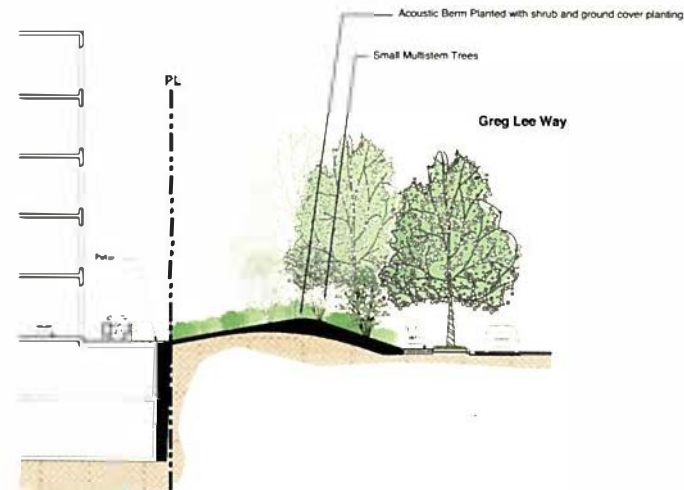




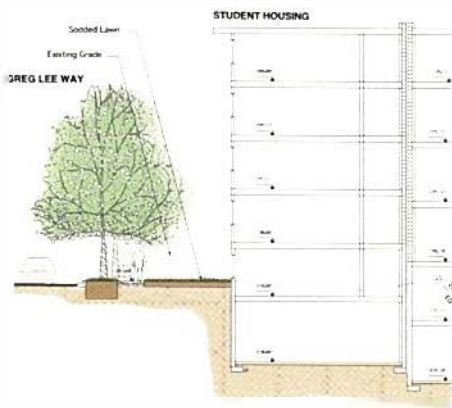
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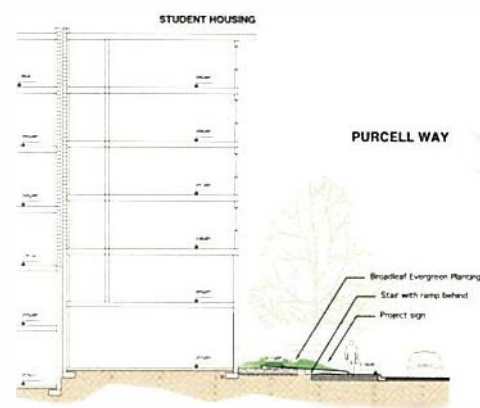
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Scale: 1/8" = 1'



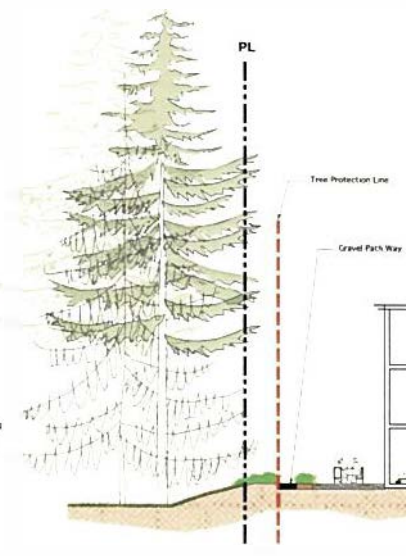
Section Through the Acoustic Berm at the Eastern Property Line
Scale: 1/8" = 1'



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



Section Through Student Housing Lobby
Scale: 1/8" = 1'



Section Through Ground Level Patio and The Protected Tree Area at Southern Property Line
Scale: 1/8" = 1'

05	Sep 14, 2017	Issued for ADP
02	July 14, 2017	DP
01	April 07, 2017	Issued with Arbores Report
No.	date	item
Revisions		

dk Durante Kreuk Ltd
102 - 1037 West 5th Avenue
Vancouver BC V6J 1N5
1 604 684 4611
1 604 684 0577
www.dk.bc.ca

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

Drawn by:	RSS
Checked by:	SV
Date:	April 07, 2017
Scale:	1/8" = 1' 0"
Drawing Title:	

Sections

Project No:
17028
Sheet No:

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NOTE: CORNER FINISH TO MATCH ADJACENT EXTERIOR COLOR

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27.28	FLASHING & VENT CAPS	PAINTED
27.29	FLASHING & VENT CAPS	PAINTED
27.30	FLASHING & VENT CAPS	PAINTED
27.31	FLASHING & VENT CAPS	PAINTED
27.32	FLASHING & VENT CAPS	PAINTED
27.33	FLASHING & VENT CAPS	PAINTED
27.34	FLASHING & VENT CAPS	PAINTED
27.35	FLASHING & VENT CAPS	PAINTED
27.36	FLASHING & VENT CAPS	PAINTED
27.37	FLASHING & VENT CAPS	PAINTED
27.38	FLASHING & VENT CAPS	PAINTED
27.39	FLASHING & VENT CAPS	PAINTED
27.40	FLASHING & VENT CAPS	PAINTED
27.41	FLASHING & VENT CAPS	PAINTED
27.42	FLASHING & VENT CAPS	PAINTED
27.43	FLASHING & VENT CAPS	PAINTED
27.44	FLASHING & VENT CAPS	PAINTED
27.45	FLASHING & VENT CAPS	PAINTED
27.46	FLASHING & VENT CAPS	PAINTED
27.47	FLASHING & VENT CAPS	PAINTED
27.48	FLASHING & VENT CAPS	PAINTED
27.49	FLASHING & VENT CAPS	PAINTED
27.50	FLASHING & VENT CAPS	PAINTED



RHA
Roush Architects

1210 Powell Street, Unit 10
Vancouver, BC Canada
V6A 1G1

1.604.669.8003
1.604.669.1091

www.rha.ca

DATE: 2017.08.10
BY: S. CLARK & B. BROWN
FOR: 1.604.669.8003

ISSUED FOR
DEVELOPMENT PERMIT
APPLICATION
14 MAY 2017

WOODBRIDGE
Residential Development
1923-1950 PARKELL WAY,
DISTRICT OF NORTH VAN., B.C.

MATERIALS/ COLOUR
BOARD
(APARTMENT BUILDING)

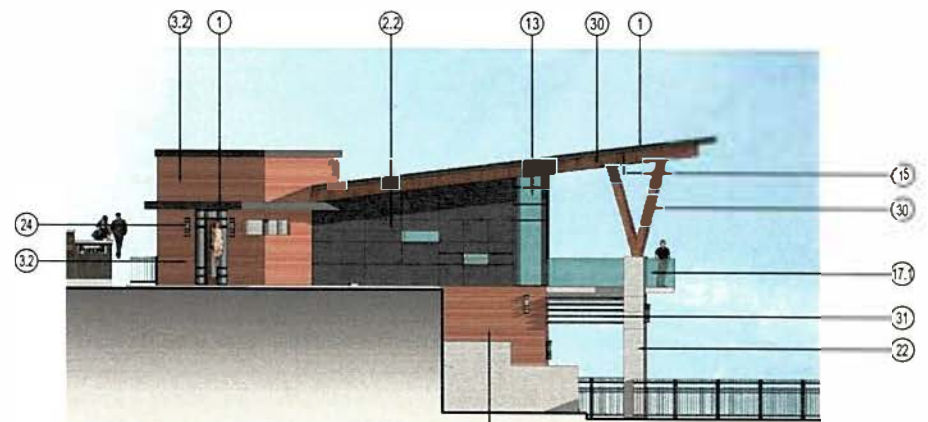
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SCALE: 3/16"=1'-0"
PLOT DATE: 19 OCT 2017
DRAWN: LB

1610

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1	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
2	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
3	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
4	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
5	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
6	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
7	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
8	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
9	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
10	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
11	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
12	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
13	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
14	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
15	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
16	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
17	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
18	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
19	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
20	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
21	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
22	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
23	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
24	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
25	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
26	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
27	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
28	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
29	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
30	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP
31	WOOD & BRICK ROOF LINE, TYP	-REMOVED	BRICK ROOF LINE, TYP

NOTE: CORNER TRIM TO MATCH ADJACENT EXTERIOR COLOR



MATERIAL LEGEND (STUDENT HOUSING)		
1. CONCRETE	CONCRETE	CONCRETE
2. BRICK	BRICK	BRICK
3. STONE	STONE	STONE
4. GLASS	GLASS	GLASS
5. METAL	METAL	METAL
6. WOOD	WOOD	WOOD
7. ASPHALT	ASPHALT	ASPHALT
8. GRAVEL	GRAVEL	GRAVEL
9. SAND	SAND	SAND
10. SOIL	SOIL	SOIL
11. PLANT	PLANT	PLANT
12. FURNITURE	FURNITURE	FURNITURE
13. LIGHTING	LIGHTING	LIGHTING
14. SIGNAGE	SIGNAGE	SIGNAGE
15. PAINT	PAINT	PAINT
16. ROOFING	ROOFING	ROOFING
17. FLOORING	FLOORING	FLOORING
18. WALLS	WALLS	WALLS
19. CEILING	CEILING	CEILING
20. DOORS	DOORS	DOORS
21. WINDOWS	WINDOWS	WINDOWS
22. BALCONIES	BALCONIES	BALCONIES
23. STAIRS	STAIRS	STAIRS
24. ELEVATORS	ELEVATORS	ELEVATORS
25. PARKING	PARKING	PARKING
26. LANDSCAPE	LANDSCAPE	LANDSCAPE
27. UTILITIES	UTILITIES	UTILITIES
28. SECURITY	SECURITY	SECURITY
29. MAINTENANCE	MAINTENANCE	MAINTENANCE
30. OTHER	OTHER	OTHER

FLASHING & VENT CAPS		
1. FLASHING	FLASHING	FLASHING
2. VENT CAPS	VENT CAPS	VENT CAPS
3. ROOFING	ROOFING	ROOFING
4. WALLS	WALLS	WALLS
5. FLOORS	FLOORS	FLOORS
6. CEILING	CEILING	CEILING
7. DOORS	DOORS	DOORS
8. WINDOWS	WINDOWS	WINDOWS
9. BALCONIES	BALCONIES	BALCONIES
10. STAIRS	STAIRS	STAIRS
11. ELEVATORS	ELEVATORS	ELEVATORS
12. PARKING	PARKING	PARKING
13. LANDSCAPE	LANDSCAPE	LANDSCAPE
14. UTILITIES	UTILITIES	UTILITIES
15. SECURITY	SECURITY	SECURITY
16. MAINTENANCE	MAINTENANCE	MAINTENANCE
17. OTHER	OTHER	OTHER



120 Powell Street Unit 10
Vancouver, BC Canada
V6A 1G1
1 604.669.0002
1 604.669.1891

www.rosichhenrich.ca

DATE
10 APR 2017
16 MAY 2017

2. OF APPLICATION

ISSUED FOR
DEVELOPMENT PERMIT
APPLICATION
16 MAY 2017

WOODBRIDGE
PROJECT
Residential Development
1923 1959 PURCELL WAY
DISTRICT OF NORTH VAN. B.C.
SHEET 1 OF 1
DATE
10 APR 2017
16 MAY 2017

WOODBRIDGE

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

DESIGNER
MATERIALS/ COLOUR
BOARD
(STUDENT HOUSING)

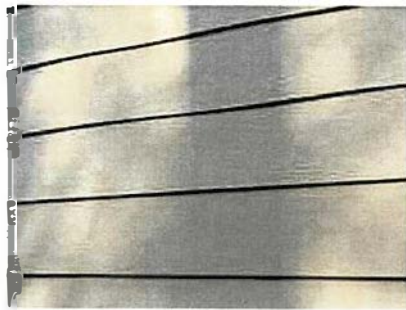
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16 MAY 2017
16 MAY 2017

PROJECT NO
1610

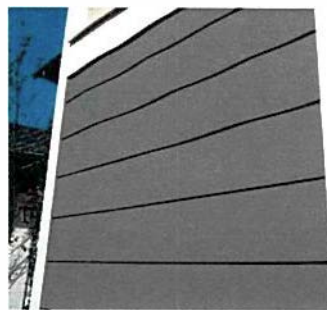
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DATE
10 APR 2017
16 MAY 2017





3 FIBER BOARD CEMENT HORIZONTAL LAP SIDING



31 FIBER BOARD CEMENT HORIZONTAL LAP SIDING



29 EXPOSED ARCHITECTURAL CONCRETE



17, 17.1 ALUMINUM CLASUAL



5 BRICK VENEER (STACK BOND)



17 VINYL FRAME WINDOW/BUILT-IN CLASUAL

16 VINYL BEADED SOFFIT



15 REALSOFFIT BY WOODTONE



4, 14 LONGBOARD (1/2 V GROOVE) HORIZONTAL SIDING AND SOFFIT



6, 1 CHAIR RAIL VERTICAL SIDING



30 HEAVY TIMBER COLUMNS & BEAMS

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

2, 9 BM HC 115 BOOTHBAY GRAY

3, 6, 7 BM AF-85 FLATTE

MATERIAL LEGEND (APARTMENT, STACKED/ROW TOWNHOUSE & CLUBHOUSE)			
1	2111/2112/2113/2114/2115/2116/2117/2118/2119/2120/2121/2122/2123/2124/2125/2126/2127/2128/2129/2130/2131/2132/2133/2134/2135/2136/2137/2138/2139/2140/2141/2142/2143/2144/2145/2146/2147/2148/2149/2150/2151/2152/2153/2154/2155/2156/2157/2158/2159/2160/2161/2162/2163/2164/2165/2166/2167/2168/2169/2170/2171/2172/2173/2174/2175/2176/2177/2178/2179/2180/2181/2182/2183/2184/2185/2186/2187/2188/2189/2190/2191/2192/2193/2194/2195/2196/2197/2198/2199/2200/2201/2202/2203/2204/2205/2206/2207/2208/2209/2210/2211/2212/2213/2214/2215/2216/2217/2218/2219/2220/2221/2222/2223/2224/2225/2226/2227/2228/2229/2230/2231/2232/2233/2234/2235/2236/2237/2238/2239/2240/2241/2242/2243/2244/2245/2246/2247/2248/2249/2250/2251/2252/2253/2254/2255/2256/2257/2258/2259/2260/2261/2262/2263/2264/2265/2266/2267/2268/2269/2270/2271/2272/2273/2274/2275/2276/2277/2278/2279/2280/2281/2282/2283/2284/2285/2286/2287/2288/2289/2290/2291/2292/2293/2294/2295/2296/2297/2298/2299/2300/2301/2302/2303/2304/2305/2306/2307/2308/2309/2310/2311/2312/2313/2314/2315/2316/2317/2318/2319/2320/2321/2322/2323/2324/2325/2326/2327/2328/2329/2330/2331/2332/2333/2334/2335/2336/2337/2338/2339/2340/2341/2342/2343/2344/2345/2346/2347/2348/2349/2350/2351/2352/2353/2354/2355/2356/2357/2358/2359/2360/2361/2362/2363/2364/2365/2366/2367/2368/2369/2370/2371/2372/2373/2374/2375/2376/2377/2378/2379/2380/2381/2382/2383/2384/2385/2386/2387/2388/2389/2390/2391/2392/2393/2394/2395/2396/2397/2398/2399/2400/2401/2402/2403/2404/2405/2406/2407/2408/2409/2410/2411/2412/2413/2414/2415/2416/2417/2418/2419/2420/2421/2422/2423/2424/2425/2426/2427/2428/2429/2430/2431/2432/2433/2434/2435/2436/2437/2438/2439/2440/2441/2442/2443/2444/2445/2446/2447/2448/2449/2450/2451/2452/2453/2454/2455/2456/2457/2458/2459/2460/2461/2462/2463/2464/2465/2466/2467/2468/2469/2470/2471/2472/2473/2474/2475/2476/2477/2478/2479/2480/2481/2482/2483/2484/2485/2486/2487/2488/2489/2490/2491/2492/2493/2494/2495/2496/2497/2498/2499/2500/2501/2502/2503/2504/2505/2506/2507/2508/2509/2510/2511/2512/2513/2514/2515/2516/2517/2518/2519/2520/2521/2522/2523/2524/2525/2526/2527/2528/2529/2530/2531/2532/2533/2534/2535/2536/2537/2538/2539/2540/2541/2542/2543/2544/2545/2546/2547/2548/2549/2550/2551/2552/2553/2554/2555/2556/2557/2558/2559/2560/2561/2562/2563/2564/2565/2566/2567/2568/2569/2570/2571/2572/2573/2574/2575/2576/2577/2578/2579/2580/2581/2582/2583/2584/2585/2586/2587/2588/2589/2590/2591/2592/2593/2594/2595/2596/2597/2598/2599/2600/2601/2602/2603/2604/2605/2606/2607/2608/2609/2610/2611/2612/2613/2614/2615/2616/2617/2618/2619/2620/2621/2622/2623/2624/2625/2626/2627/2628/2629/2630/2631/2632/2633/2634/2635/2636/2637/2638/2639/2640/2641/2642/2643/2644/2645/2646/2647/2648/2649/2650/2651/2652/2653/2654/2655/2656/2657/2658/2659/2660/2661/2662/2663/2664/2665/2666/2667/2668/2669/2670/2671/2672/2673/2674/2675/2676/2677/2678/2679/2680/2681/2682/2683/2684/2685/2686/2687/2688/2689/2690/2691/2692/2693/2694/2695/2696/2697/2698/2699/2700/2701/2702/2703/2704/2705/2706/2707/2708/2709/2710/2711/2712/2713/2714/2715/2716/2717/2718/2719/2720/2721/2722/2723/2724/2725/2726/2727/2728/2729/2730/2731/2732/2733/2734/2735/2736/2737/2738/2739/2740/2741/2742/2743/2744/2745/2746/2747/2748/2749/2750/2751/2752/2753/2754/2755/2756/2757/2758/2759/2760/2761/2762/2763/2764/2765/2766/2767/2768/2769/2770/2771/2772/2773/2774/2775/2776/2777/2778/2779/2780/2781/2782/2783/2784/2785/2786/2787/2788/2789/2790/2791/2792/2793/2794/2795/2796/2797/2798/2799/2800/2801/2802/2803/2804/2805/2806/2807/2808/2809/2810/2811/2812/2813/2814/2815/2816/2817/2818/2819/2820/2821/2822/2823/2824/2825/2826/2827/2828/2829/2830/2831/2832/2833/2834/2835/2836/2837/2838/2839/2840/2841/2842/2843/2844/2845/2846/2847/2848/2849/2850/2851/2852/2853/2854/2855/2856/2857/2858/2859/2860/2861/2862/2863/2864/2865/2866/2867/2868/2869/2870/2871/2872/2873/2874/2875/2876/2877/2878/2879/2880/2881/2882/2883/2884/2885/2886/2887/2888/2889/2890/2891/2892/2893/2894/2895/2896/2897/2898/2899/2900/2901/2902/2903/2904/2905/2906/2907/2908/2909/2910/2911/2912/2913/2914/2915/2916/2917/2918/2919/2920/2921/2922/2923/2924/2925/2926/2927/2928/2929/2930/2931/2932/2933/2934/2935/2936/2937/2938/2939/2940/2941/2942/2943/2944/2945/2946/2947/2948/2949/2950/2951/2952/2953/2954/2955/2956/2957/2958/2959/2960/2961/2962/2963/2964/2965/2966/2967/2968/2969/2970/2971/2972/2973/2974/2975/2976/2977/2978/2979/2980/2981/2982/2983/2984/2985/2986/2987/2988/2989/2990/2991/2992/2993/2994/2995/2996/2997/2998/2999/3000/3001/3002/3003/3004/3005/3006/3007/3008/3009/3010/3011/3012/3013/3014/3015/3016/3017/3018/3019/3020/3021/3022/3023/3024/3025/3026/3027/3028/3029/3030/3031/3032/3033/3034/3035/3036/3037/3038/3039/3040/3041/3042/3043/3044/3045/3046/3047/3048/3049/3050/3051/3052/3053/3054/3055/3056/3057/3058/3059/3060/3061/3062/3063/3064/3065/3066/3067/3068/3069/3070/3071/3072/3073/3074/3075/3076/3077/3078/3079/3080/3081/3082/3083/3084/3085/3086/3087/3088/3089/3090/3091/3092/3093/3094/3095/3096/3097/3098/3099/3100/3101/3102/3103/3104/3105/3106/3107/3108/3109/311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The Corporation of the District of North Vancouver

Bylaw 8262

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

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

1. Citation

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

2. Amendments

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

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

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

PUBLIC HEARING held

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

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

ADOPTED by a majority of all Council members.

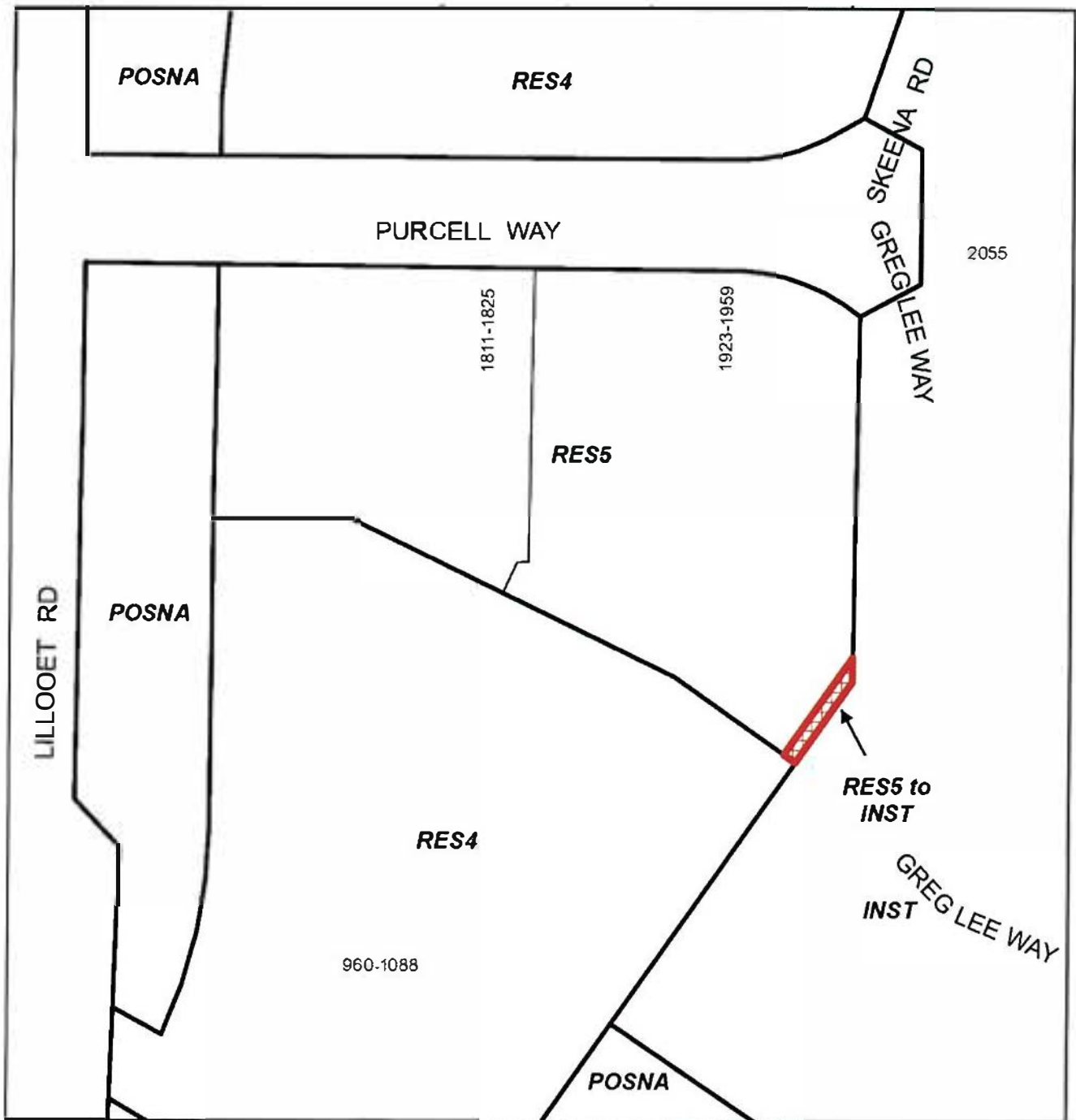
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8262



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



The Corporation of the District of North Vancouver

Bylaw 8263

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

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

1. Citation

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

2. Amendments

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

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

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

"multi-family flex unit" means an owner-occupied dwelling unit that has a gross floor area of not less than 74 m² (796.5 sq. ft.) and contains a defined area (the "lock-off room") for potential separate accommodation, where the "lock-off room" is not a separate strata lot.

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

"Comprehensive Development Zone109 CD 109"

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

"4B109 Comprehensive Development Zone 109 CD 109

The CD 109 zone is applied to:

1923, 1935, 1947 and 1959 Purcell Way

As illustrated on Schedule A.

4B109-1 Intent

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

4B109-2 Permitted Uses:

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

a) Uses Permitted Without Conditions:

Not Applicable

b) Conditional Uses:

i) *Residential use*

4B109-3 Conditions of Use

- a) Residential: ***Multi-family flex units*** are only permitted when the following conditions are met:
- (a) Where the total multi-family flex unit has a gross floor area of not less than 74 m² (796.5 sq. ft.)
 - (b) Where the defined "lock off area" is not less than 24 m² (258.3 sq. ft.) and not more than 37 m² (398 sq. ft.);
 - (c) Where the defined "lock off area is not a separate strata lot;
 - (d) Where the defined "lock off area includes living space which contains a compact kitchen, at least one closet, and a bathroom with a toilet, sink, and bathtub or shower; and
 - (e) Where the defined "lock off area has a separate lockable entrance door providing independent and direct access to the exterior of the dwelling unit or public corridor.
- b) ***Residential: Residential use*** is only permitted when the following conditions are met:
- (a) Each dwelling unit has access to private or semi-private outdoor space; and
 - (b) Each dwelling unit has access to bicycle storage.

4B109-4 Accessory Use

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

4B109-5 Density

- a) The maximum permitted density is 90 residential units and 1.0 floor space ratio.
- b) For the purpose of calculating *gross floor area* the following are exempted:
 - i. Underground parking completely below finished grade;
 - ii. Underground storage completely below finished grade;
 - iii. Shared bicycle facilities including parking, storage, maintenance and washing areas located in the parkade;
 - iv. The shared amenity building of up to 450 m² (4,844 sq. ft.);
 - v. Additional amenity space in the apartment building of up to 50 m² (538 square feet);

4B109-6 Amenities

- a) Despite Subsection 4B109-5, permitted density in the CD 109 Zone is increased to a maximum of 17,563 m² (189,051 sq. ft.) *gross floor area* and 184 units if the owner:
 - i. Contributes \$1,698,940 is contributed to the municipality to be used for any of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion): improvements to public parks, plazas, trails and greenways; public art and other beautification projects; affordable or special needs housing, provision or enhancement of public facilities and child care; and
 - ii. Enters into a Housing Agreement requiring a rental disclosure statement to be filed and prohibiting any strata bylaw or regulation establishing rental restrictions.

4B109-7 Setbacks

- a) Minimum required setbacks to building face:

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

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

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

4B109-8 Height

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

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

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

4B109-9 Coverage

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

4B109-10 Landscaping and Storm Water Management

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

4B109-11 Parking, Loading and Servicing Regulations

- a) Parking and loading are required as follows

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

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

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

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

2.4 The Siting Area Map section is amended by:

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

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

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

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

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

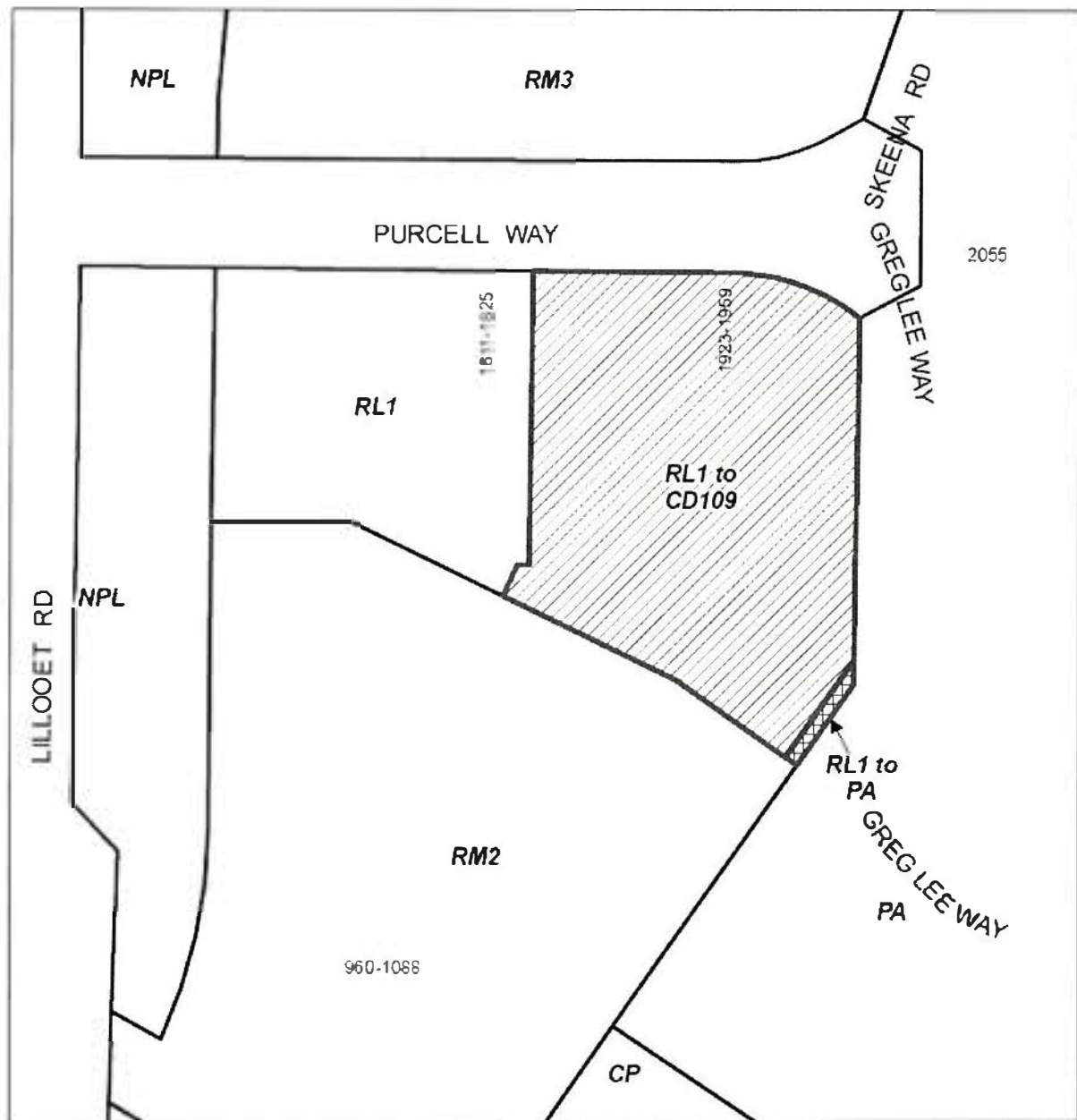
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8263

BYLAW 8263

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



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

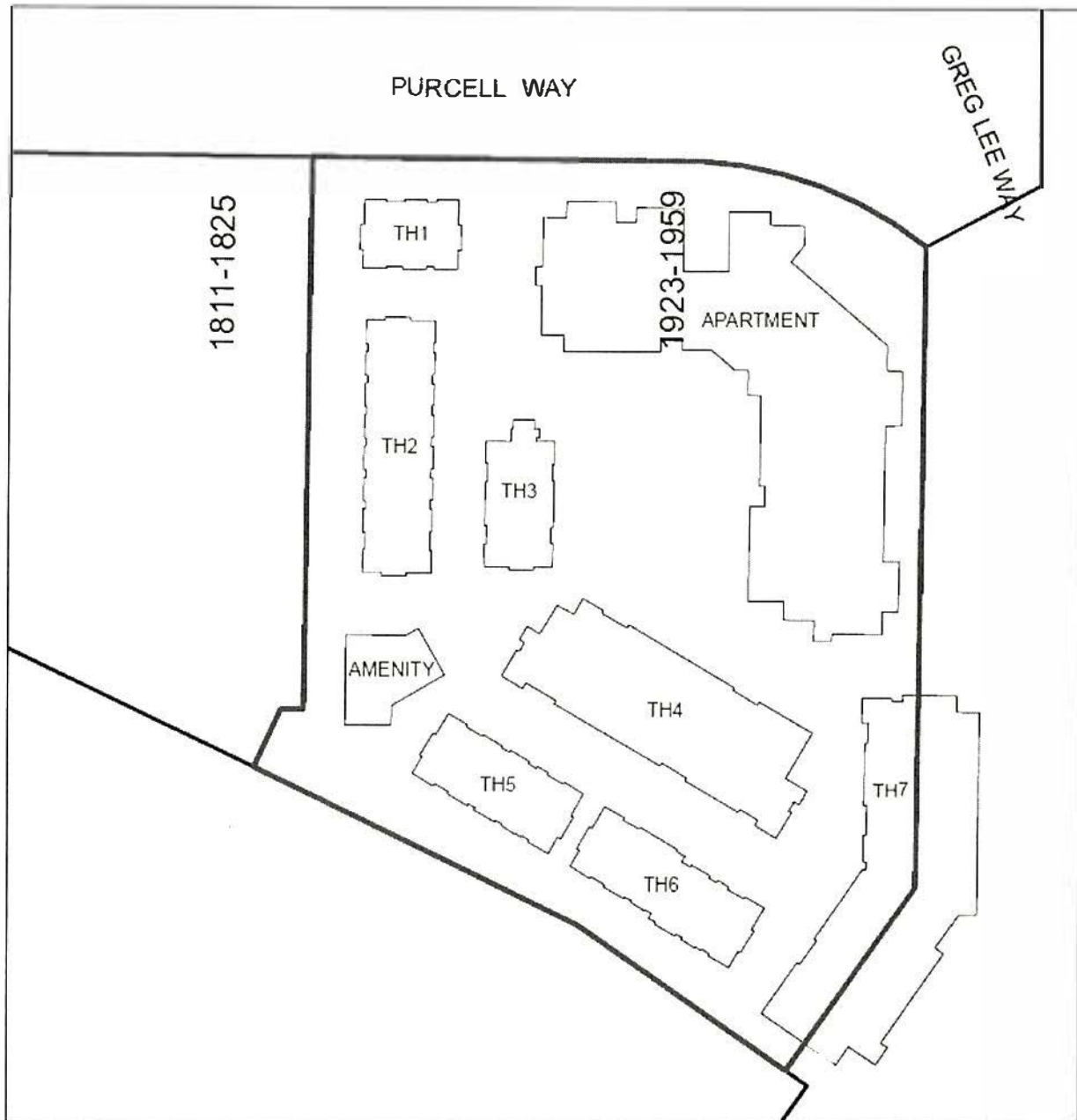


LOW-RISE RESIDENTIAL ZONE 1 (RL1) TO
PUBLIC ASSEMBLY ZONE (PA)

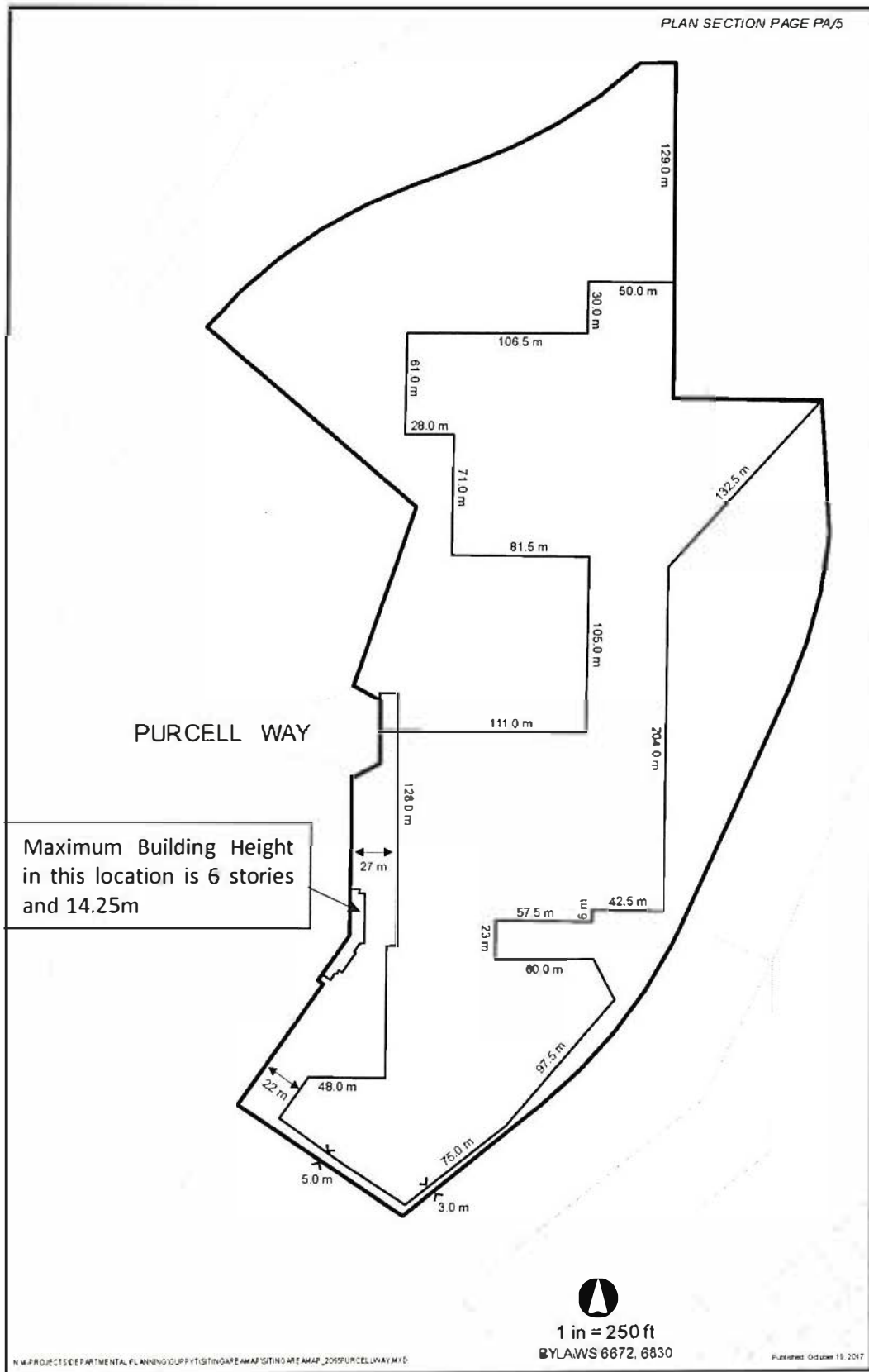


Schedule B to Bylaw 8263

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



Schedule D to Bylaw 8263



The Corporation of the District of North Vancouver

Bylaw 8264

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

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8264, 2017 (1923-1959 Purcell Way)".

2. Authorization to Enter into Agreement

2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Woodbridge Homes Ltd., or its assignee, substantially in the form attached to this Bylaw as Schedule "B" with respect to the following lands: the parcel located at 1923 Purcell Way in the District of North Vancouver shown diagonally hatched on the sketch plan attached hereto as Schedule "A".

3. Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

BYLAW 8264



SUBJECT SITE



Schedule B to Bylaw 8264

SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____, 20 ____

BETWEEN:

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

(the "Developer")

AND:

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

(the "District")

WHEREAS:

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

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

1. DEFINITIONS

1.01 Definitions

In this agreement:

- (a) "*Development Permit*" means development permit No. _____ issued by the District;
- (b) "*Lands*" means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) "*Owner*" means the Developer and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Lands from time to time, or of any parcel into which the Lands are consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (d) "*Proposed Development*" means the proposed development containing not more than _____ units to be constructed on the Lands in accordance with the Development Permit;
- (e) "*Short Term Rentals*" means any rental of a Unit for any period less than 30 days;
- (f) "*Strata Corporation*" means the strata corporation formed upon the deposit of a plan to strata subdivide the Proposed Development pursuant to the *Strata Property Act*;
- (g) "*Unit*" means a residential dwelling strata unit in the Proposed Development; and
- (h) "*Unit Owner*" means the registered owner of a Dwelling Unit in the Proposed Development.

2. TERM

This Agreement will commence upon adoption by District Council of Bylaw 8264 and remain in effect until terminated by the District as set out in this Agreement.

3. RENTAL ACCOMODATION

3.01 Rental Disclosure Statement

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

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

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

3.02 Rental Accommodation

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

3.03 Binding on Strata Corporation

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

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

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

3.06 Vote

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

3.07 Notice

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

3.08 Release of Covenant *[optional clause]*

The District agrees that if the District of North Vancouver Rezoning Bylaw ____ (Bylaw ____), is not adopted by the District's Council before *[date]*, the Owner is entitled to require the District to execute and deliver to the Owner a discharge, in registrable form, of this Agreement from title to the Land. The Owner is responsible for the preparation of the discharge under this section and for the cost of registration at the Land Title Office.

4. DEFAULT AND REMEDIES

4.01 Notice of Default

The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within 30 days of delivery of the notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

4.02 Costs

The Owner will pay to the District upon demand all the District's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.

4.03 Damages an Inadequate Remedy

The Owner acknowledges and agrees that in the case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the District and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

4.04 Equitable Remedies

Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.

4.05 No Penalty or Forfeiture

The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing rental accommodation, and that the District's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the District's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

4.06 Cumulative Remedies

No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific

performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

5. LIABILITY

5.01 Indemnity

Except if arising directly from the negligence of the District or its employees, agents or contractors, the Owner will indemnify and save harmless each of the District and its board members, officers, directors, employees, agents, and elected or appointed officials,, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities that all or any of them will or may be liable for or suffer or incur or be put to any act or omission by the Owner or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is at law responsible, or by reason of or arising out of the Owner's ownership, operation, management or financing of the Proposed Development or any part thereof.

5.02 Release

The Owner hereby releases and forever discharges the District, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Proposed Development or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

5.03 Survival

The covenants of the Owner set out in Sections 5.01 and 5.02 will survive termination of this Agreement and continue to apply to any breach of the Agreement or claim arising under this Agreement during the ownership by the Owner of the Lands or any Unit therein, as applicable.

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

- (a) affects or limits any discretion, rights, powers, duties or obligations of the District under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
- (c) relieves the Owner from complying with any enactment, including the District's bylaws in relation to the use of the Lands.

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

- (a) this Agreement is entered into only for the benefit of the District:
- (b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any occupant of any Unit or any future owner, occupier or user of any part of the Proposed Development, including any Unit, or the interests of any third party, and the District has no obligation to anyone to enforce the terms of this Agreement; and
- (c) The District may at any time terminate this Agreement, in whole or in part, and execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.

6.03 Agreement Runs With the Lands

This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands or in any Unit after the date of this Agreement.

6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 483 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

6.05 Priority of This Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development, including any amendments to this Agreement as may be required by the Land Title Office or the District to effect such registration.

6.06 Agreement to Have Effect as Deed

The District and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

6.07 Waiver

An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

6.08 Time

Time is of the essence in this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to another party.

6.09 Validity of Provisions

If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

6.10 Extent of Obligations and Costs

Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

6.11 Notices

All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail or by personal service, to the following address for each party:

If to the District:

District Municipal Hall
355 West Queens Road
North Vancouver, BC V7N 4N5

Attention: Planning Department

If to the Owner:

If to the Unit Owner:

The address of the registered owner which appears on title to the Unit at the time of notice.

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may

designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.12 Further Assurances

Upon request by the District, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the District, to give effect to this Agreement.

6.13 Enuring Effect

This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

7. INTERPRETATION

7.01 References

Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.

7.02 Construction

The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.

7.03 No Limitation

The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term similar items whether or not words such as "without limitation" or "but not limited to" are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.

7.04 Terms Mandatory

The words "must" and "will" and "shall" are to be construed as imperative.

7.05 Statutes

Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.

7.06 Entire Agreement

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.

- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8264.

7.07 Governing Law

This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement.

GRANT OF PRIORITY

WHEREAS _____ (the "Chargeholder") is the holder of the following charge which is registered in the Land Title Office:

(a) _____ (the "Charge");

AND WHEREAS the Chargeholder agrees to allow the Section 219 Covenant herein to have priority over the Charge;

THIS PRIORITY AGREEMENT is evidence that in consideration of the sum of \$1.00 paid by THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") to the Chargeholder, the receipt and sufficiency of which are hereby acknowledged, the Chargeholder covenants and agrees to subordinate and postpone all its rights, title and interest in and to the lands described in the Form C to which this Agreement is attached (the "Lands") with the intent and with the effect that the interests of the District rank ahead of the Charge as though the Section 219 Covenant herein had been executed, delivered and registered against title to the Lands before registration of the Charge.

As evidence of its Agreement to be bound by the above terms, as a contract and as a deed executed and delivered under seal, the Chargeholder has executed the Form C to which this Agreement is attached and which forms part of this Agreement.

The Corporation of the District of North Vancouver

Bylaw 8277

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

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8277, 2017 (2055 Purcell Way)".

2. Authorization to Enter into Agreement

2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Capilano University substantially in the form attached to this Bylaw as Schedule "B" with respect to the following lands: the portion of PID 003-731-383 Block E District Lots 612, 614 and 620 Plans 18448 and _____ shown cross-hatched on the sketch plan attached hereto as Schedule "A".

3. Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

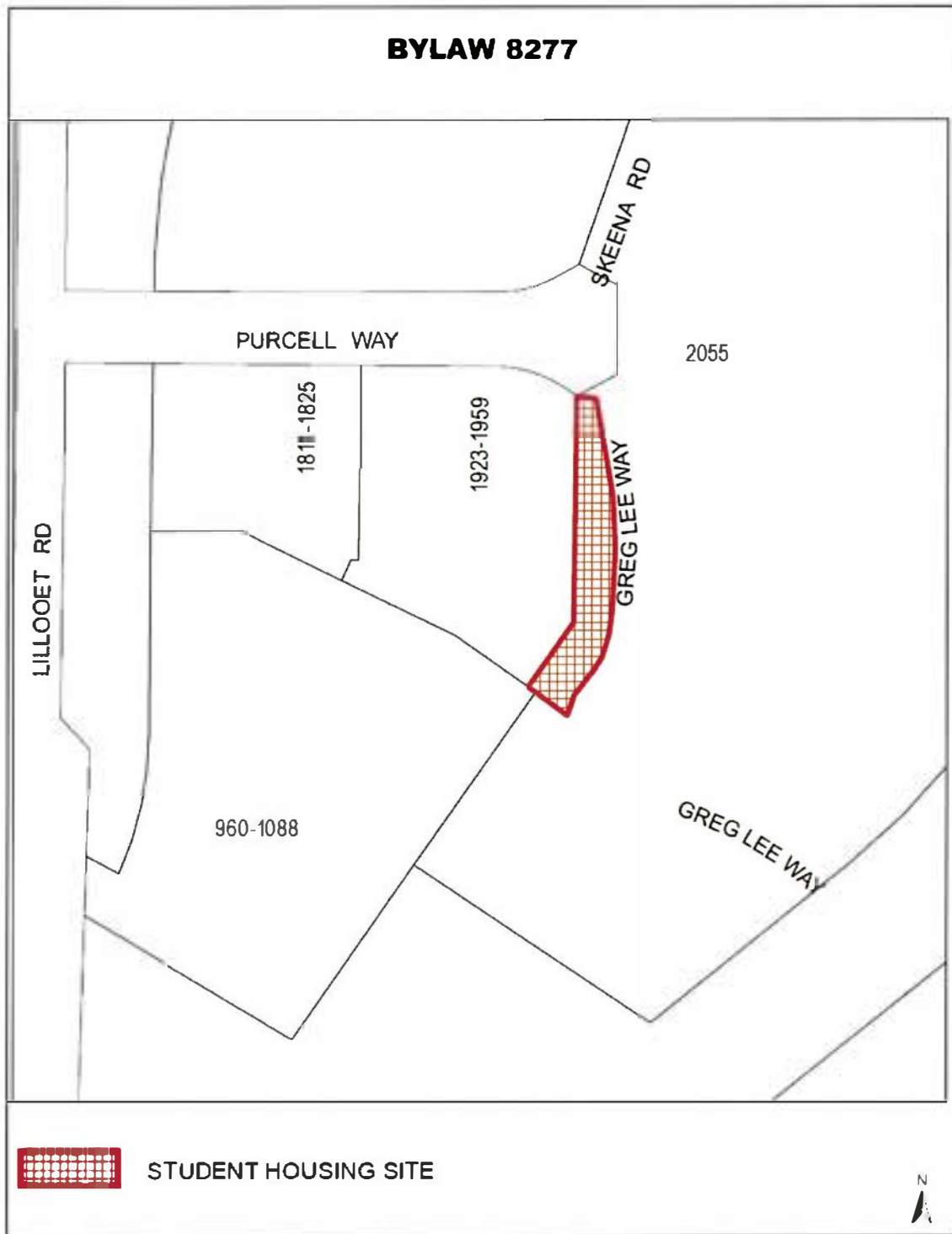
Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8277

Sketch Plan



Schedule B to Bylaw 8277

SECTION 219 HOUSING AGREEMENT COVENANT

THIS AGREEMENT dated for reference the __ day of _____, 201__

BETWEEN:

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

("Capilano University")

AND:

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

(the "District")

WHEREAS:

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

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

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

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

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

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

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

Attention:
Fax: (604)

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

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

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

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

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

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

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

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

Schedule "A"

CANADA

PROVINCE OF BRITISH COLUMBIA

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

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

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

[or]

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

2. This declaration is made pursuant to the Housing Agreement.
3. For the period from _____ to _____ the building on the Land, as described in the Housing Agreement was use and occupied only as university rental housing in accordance with the Housing Agreement.
4. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

SWORN BEFORE ME at the _____, in the
Province of British Columbia, this ____ day of ____
_____, 20__.

A Commissioner for Taking Affidavits for British Columbia

) Signature of person making declaration
)

- END OF DOCUMENT -

BOB HEASLIP

DEVELOPMENT PLANNING STRATEGIES

1923 - 1959 PURCELL WAY PUBLIC INFORMATION MEETING

MEETING SUMMARY REPORT

Meeting Date: September 12, 2017

Time: 7:00 pm – 8:50 pm

Location: Lower Food Court, Capilano University, North Vancouver

Attendance: Approximately 61 community members

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

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

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

Project Team:

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

District of North Vancouver:

- Tamsin Guppy, Community Planner

Capilano University:

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

Strata Council, 1923 - 59 Purcell Way:

- Penny Chester, President

Facilitator:

- Bob Heaslip, Development Planning Strategies

Overview:

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

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

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

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

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

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

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

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

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

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

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

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

Dialogue:

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

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

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

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October 19, 2017*

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

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

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

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

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

**1923 - 1959 Purcell Way, North Vancouver - Public Information Meeting Summary Notes
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- A No a Covenant Housing Agreement with WNC and the District will allow for owners to rent their units, and prevent the future Strata from restricting the right to rent. This approach will enhance housing supply in the area.
- Q What is the construction schedule for the project?
- A It is anticipated by WNC that District approvals will take 12-18 months, and that construction will take 24-28 months. We are hoping that completion of the buildings will start in 2020/2021. Site construction offices and trade parking is anticipated to be staged and located on Greg Lee Way.
- C Councillor Hicks commented on the Lower Mainland's need to encourage alternate modes of transit other than cars, and ensuring that rental housing is being replenished.
- A The Strata President responded that there are approximately 20 existing renters in the complex, and that many of them were authorized by the Strata Council on account of hardship exemptions as a result of the problems with the property. The majority of renters were aware of the redevelopment timeline when they rented the units and will be provided with a minimum of 12 months notice to find new accommodations.
- Q Concern was raised regarding privacy along the west property line. Will trees and landscaping be adequate with the new planting plan?
- A The Landscape Architect stated that due to the number and size of existing trees (and roots) to be retained in that area, grade cannot be changed. The understory of those retained trees will improve their health and look with the removal of invasive species and replanting with appropriate planting. Any fencing will involve neighbour and District input to that design.

Summary of Community Input

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

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

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1923 - 1959 Purcell Way, North Vancouver - Public Information Meeting Summary Notes
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- The need to make available additional parking in the University lots overnight for Purcell Way residents to alleviate parking pressures
- Retention of existing trees, replacement of existing removed trees by mature trees
- The look/adequacy of proposed new landscaping and fencing, particularly along the west property line with respect to privacy and screening
- Impact of the proposed 6 storey residential building on the neighbourhood, and the precedent for future development in the neighbourhood
- The relocation of the proposed Adventure Playground would lessen noise impact on residents
- Support of student housing, and any additional increase to student rental units that could serve the University
- Support for the addition of more affordable market/rental and student housing in the District

Meeting Conclusion

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

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

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

Note:

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

Attachments:

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

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

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

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

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

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HUDSON'S BAY

PUBLIC INFORMATION MEETING

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

You are invited to a meeting to discuss the project.

Date: Tuesday, September 12, 2017

Time: 7:00 – 8:30 PM

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

Room: BR169 (Lower Food Court, Birch Building)

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



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

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



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



Capilano Blues host soccer home openers Sunday

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

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

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

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

The action gets underway Sunday at Capilano with the women taking on Langara starting at noon followed by the men at 2:30 p.m. For full schedules and results visit pacwestbcca.ca.

INQUIRING REPORTER

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

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

— Ben Binghamton



Colleen Chang
Vancouver

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



Brad Trenaman
North Vancouver

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



Joseph Robahug
North Vancouver

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



Mark Shirreff
North Vancouver

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



Susanne Hawkins
North Vancouver

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

MAILBOX

Build schools, not hydroelectric dam

Dear Editor:

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

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

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

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

And by the time we might need it, the world

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

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

Linda Forsythe
Burnaby

Will premier make good on promises?

Dear Editor:

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

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

Tom Kirk
Seymour

Town hall sitting on bistro plans

From page 8

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

Objections to that 20-metre move? A mature

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

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

asked Grosvenor. No opposition, Bretner claims.

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

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



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PUBLIC INFORMATION MEETING

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

You are invited to a meeting to discuss the project.

Date: Tuesday, September 12, 2017

Time: 7:00 – 8:30 PM

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

Room: BR169 (Lower Food Court, Birch Building)

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



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

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

Meeting Agenda

Doors Open: 7:00 PM

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

Presentation: 7:30 PM – 7:45 PM

Notice of a Public Information Meeting in Your Neighbourhood

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

If you have any comments or questions please contact:

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

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

To find out more about us, please visit:

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

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

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

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

The Proposal

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

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

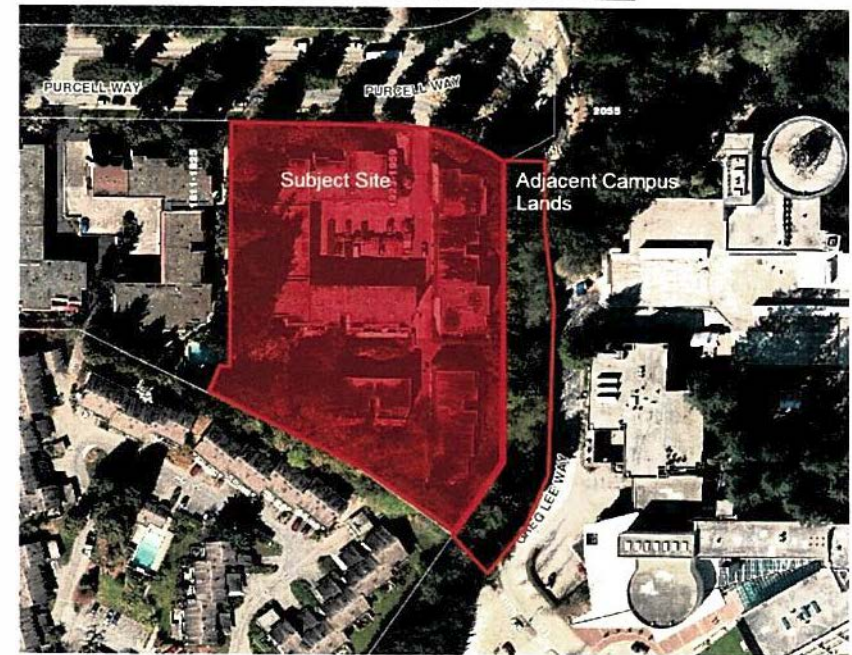
- 19 studio apartments
- 57 one-bedroom apartments
- 30 two-bedroom apartments
- 18 three-bedroom apartments
- 10 two-bedroom townhomes
- 50 three- and four-bedroom townhomes

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

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

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

Location Map of the Site

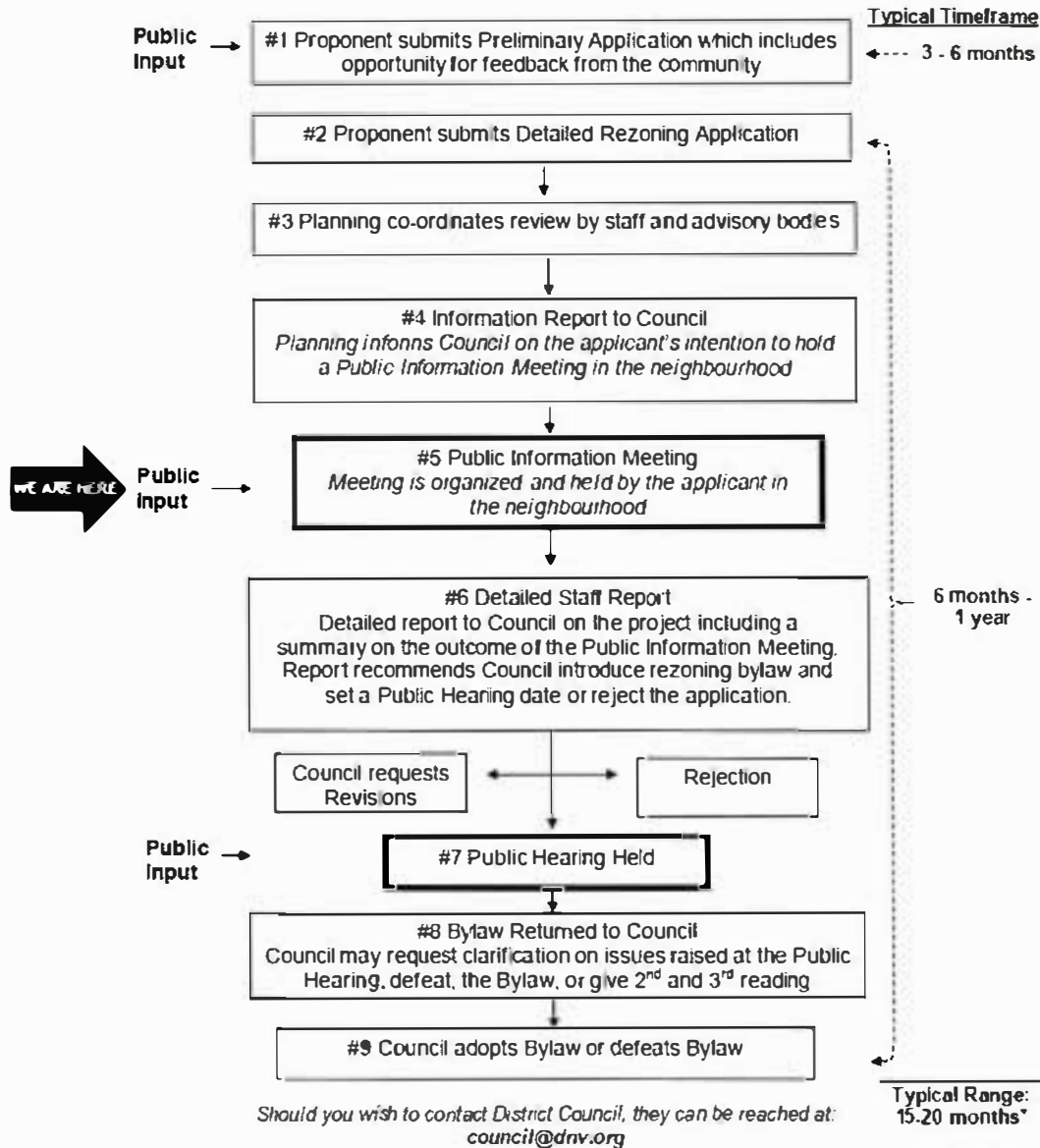


Rendering of the Project



Process for Applications

PROCESS FOR APPLICATIONS REQUIRING REZONING THE DISTRICT OF NORTH VANCOUVER



*Time requirements can vary due to the specifics of individual projects

Document: 3161034



**Developer's
Public Information Meeting**

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



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

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

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



RECEIVED

ATTACHMENT G

JUL 14 2016

Planning Department
District of North Vancouver

November 7, 2016

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

Dear District of North Vancouver Council,

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

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

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

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

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

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

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

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

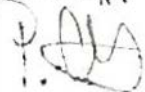
A Special General Meeting (SGM) was held March 20, 2016 whereby 76 of the 86 owners present/proxy approved the legal expense of the preparation of the Purchase and Sale Agreement. An informal vote was held July 20, 2016 to gauge interest in pursuing the sale. Of the 73 owners present/proxy, 68 indicated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

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

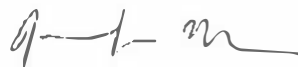
In anticipation of their redevelopment pre-application, Woodbridge Northwest (Lynmour) organized a private information session for VR 149 owners and tenants on November 1, 2016. The turnout and participation was enthusiastic. Owners expressed support of the proposed redevelopment design, in particular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

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

Sincerely,



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



Jennifer Mancor, Vice-President

PUBLIC HEARINGS

Tuesday, November 21, 2017, at 7 pm

District of North Vancouver Municipal Hall
355 West Queens Road, North Vancouver, BC

Two public hearings will occur consecutively in the order noted below.

Removal of Density Bonus for Energy Performance Provisions from the Zoning Bylaw

What:

A Public Hearing for Bylaw 8273 that proposes to delete section 4C03 Density Bonus for Energy Performance and associated references from District of North Vancouver Zoning Bylaw 3210, 1965.

What changes?

The Zoning Bylaw currently permits a modest increase in floorspace for enhanced energy performance in buildings. The Provincial government has enacted the *Building Act* and BC Energy Step Code in an effort to standardize building regulations across the Province. As a result, local regulations that deal with matters addressed in the BC Building Code, such as the District's Density Bonus for Energy Performance contained in its Zoning Bylaw, will have no effect after December 15, 2017. This bylaw proposes to delete the Density Bonus for Energy Performance provisions from the Zoning Bylaw.

Who can I speak to?

If you have questions on the development proposal, please contact Brett Dwyer, Manager – Development Services, at 604-990-2247 or dwyerb@dnv.org

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

What:

A Public Hearing for Bylaws 8262 and 8263, proposed amendments to the Official Community Plan and Zoning Bylaw, to permit the development of multi-family and student housing.

What changes?

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

Who can I speak to?

If you have questions on the development proposal, please contact Tamsin Guppy, Development Planner, at 604-990-2391 or guppyt@dnv.org



Proposed*



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

How can I provide input?

We welcome your input Tuesday, November 21, 2017, at 7 pm. You can speak in person by signing up at the hearing, or you can provide a written submission to the Municipal Clerk at input@dnv.org or by mail to Municipal Clerk, District of North Vancouver, 355 West Queens Road, North Vancouver, BC, V7N 4N5, before the conclusion of the hearing.

Please note that Council may not receive further submissions from the public concerning this application after the conclusion of the public hearing.

Need more info?

Relevant background material and copies of the bylaws are available for review at the Municipal Clerk's Office or online at dnv.org/public_hearing from November 7 to November 21, 2017. Office hours are Monday to Friday 8 am to 4:30 pm, except statutory holidays.

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