

# AGENDA

## *PUBLIC HEARING*

**Tuesday, July 10, 2018**

**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, July 10, 2018  
Municipal Hall, Council Chambers  
355 West Queens Road, North Vancouver**

**AGENDA**

**2555 Whiteley Court  
Six-Storey Unit Rental Apartment Building**

**1. OPENING BY THE MAYOR**

**2. INTRODUCTION OF BYLAW BY CLERK**

**District of North Vancouver Rezoning Bylaw 1375 (Bylaw 8327)**

*Purpose of Bylaw:*

Bylaw 8327 proposes to amend the District's Zoning Bylaw by rezoning the subject site from Comprehensive Development Zone 24 (CD24) to Comprehensive Development Zone 120 (CD120). The CD120 Zone addresses use and accessory use, density, amenities, height, setbacks, building and site coverage, landscaping and storm water management and parking, loading and servicing regulations.

**3. PRESENTATION BY STAFF**

Presentation: Robyn Hay, Development Planner

**4. PRESENTATION BY APPLICANT**

Presentation: RLA Architects

**5. REPRESENTATIONS FROM THE PUBLIC**

**6. QUESTIONS FROM COUNCIL**

**7. COUNCIL RESOLUTION**

*Recommendation:*

THAT the July 10, 2018 Public Hearing be closed;

AND THAT "District of North Vancouver Rezoning Bylaw 1375 (Bylaw 8327)" be returned to Council for further consideration.

**8. CLOSING**

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## **The Corporation of the District of North Vancouver**

### **Bylaw 8327**

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

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

#### **Citation**

1. This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1375 (Bylaw 8327)”.

#### **Amendments**

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

- a) Amend Part 2A by adding CD120 to the list

- b) Section 301(2) by replacing the following zoning designation:

“Comprehensive Development Zone 24      CD24”

With

“Comprehensive Development Zone 24      CD24 – Repealed” (Bylaw 8327)

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

“Comprehensive Development Zone 120      CD120”

- d) Part 4B Comprehensive Development Zone Regulations by deleting the following zone in its entirety:

“Comprehensive Development Zone 24      CD24”

- e) Part 4B Comprehensive Development Zone Regulations by adding the following:

“Comprehensive Development Zone 24      CD24 – Repealed” (Bylaw 8327)”

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

**“4B 120      Comprehensive Development Zone 120 CD120”**

The CD 120 zone is applied to Lot A Block W District Lot 2022 Plan 14661 (PID: 007-756-925)

#### **4B 120 – 1 Intent**

The purpose of the CD120 Zone is to establish specific land use and development regulations for a seniors rental residential project.

#### **4B 120 – 2 Permitted Uses**

The following *principal* uses shall be permitted in the CD120 Zone:

- a) Uses Permitted Without Conditions: Not applicable
- b) Conditional Uses: Residential use

#### **4B 120 – 3 Conditions of Use**

- a) Balcony enclosures not permitted

#### **4B 120 – 4 Accessory Use**

- a) *Accessory uses* customarily ancillary to the principal uses are permitted and include, but not necessarily limited to:

- Kitchen;
- Dining;
- Storage;
- Laundry;
- Library;
- Administration office;
- Hair salon, spa, and other personal services; and
- Amenity rooms.

#### **4B 120 – 5 Density**

- a) The maximum permitted density is limited to a floor space ratio (FSR) of 1.9 and 205 units.
- b) For the purposes of calculating floor space ratio, the following areas are excluded:
  - i. All spaces below natural and finished grade in the basement and parkade;
  - ii. Amenity space up to 1,410 m<sup>2</sup> (15,177 sq. ft.) including above grade bike storage, laundry rooms, recreation rooms, storage lockers, office, great hall and reading lounge, top floor amenity space and ground floor amenity space; and
  - iii. Balconies, decks, canopies, overhangs, architectural elements and awnings.

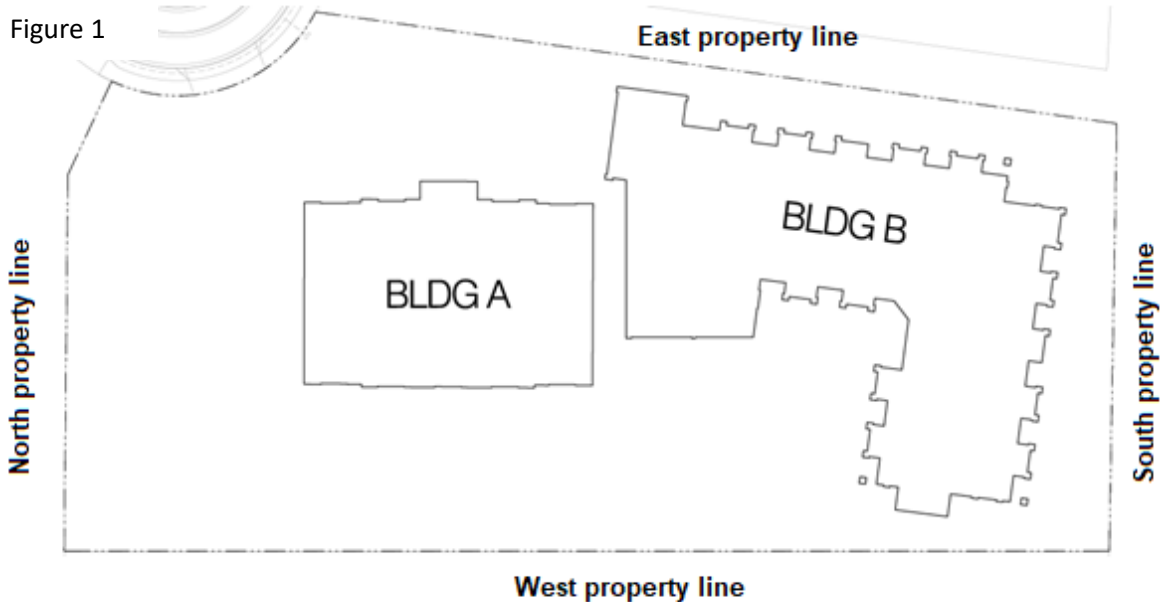
#### **4B 120 – 6 Amenities**

- a) Despite subsection 4B 120-5, density in the CD120 Zone is increased to a maximum floor space of 17,328m<sup>2</sup> (186,517 sq ft), and a maximum of 315 units (inclusive of three guest suites), if the owner:
  - (i) Enters into a Housing Agreement securing:
    - All the units as rentals;
    - All the units (except for the three guest suites) offered to seniors (i.e. 65 years or older); and,
    - All the units in Building B (see “Figure 1” below) offered at below-market rates.

#### **4B 120 – 7 Height**

- a) The maximum permitted height for any building in the CD120 Zone, shall be regulated as follows, with specific building height provisions based on “Table 1” and ‘Figure 1”:

<b>Table 1</b>		
<b>Building</b>	<b>Storeys</b>	<b>Height</b>
A	16	51.8m (170 ft)
B	6	23m (75.5 ft)

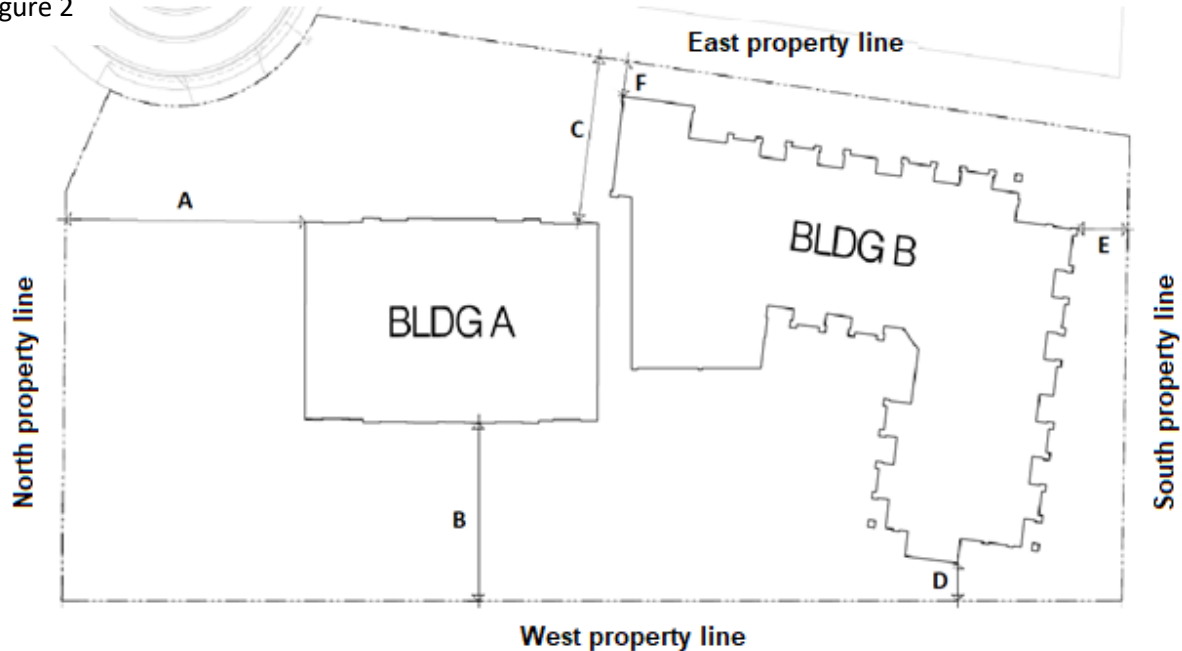


#### **4B 120 - 8 Setbacks**

- a) Buildings shall be set back from property lines to the closest building face in accordance with “Table 2” and “Figure 2”:

<b>Table 2</b>		
<b>Building</b>	<b>Setback Identifier</b>	<b>Minimum setback</b>
A	A	27.5m (90.2 ft)
	B	19.0m (62.3 ft)
	C	17.5m (57.4 ft)
B	D	3.75m (12.3 ft)
	E	5.5m (18.0 ft)
	F	3.5m (11.5 ft)

Figure 2



- b) For the purpose of measuring setbacks, measurements exclude partially exposed underground parking, balconies, canopies, overhangs, architectural elements and awnings.

#### **4B 120 - 9 Coverage**

- a) Building Coverage: The maximum building coverage is 60%.
- b) Site Coverage: The maximum site coverage is 80%.

#### **4B 120 - 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) All electrical kiosks and garbage and recycling container facilities not located underground or within a building must be screened.

#### **4B 120 – 11 Parking, Loading and Servicing Regulations**

- a) A minimum of 0.33 parking spaces per dwelling unit are required, inclusive of designated parking for persons with disabilities, and these spaces must have direct drive aisle access;
- b) Tandem parking spaces are permitted for spaces provided in excess of the requirements in 4B 120 – 11 a);
- c) A maximum of 35% of provided parking spaces may be small car spaces;
- d) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;

- e) A minimum of 12 bicycle parking spaces must be provided.”
3. The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Comprehensive Development Zone 24 (CD24) to Comprehensive Development Zone 120 (CD120).
  4. The Site Area Map section is amended by deleting the siting area regulations and other references for the subject property off of the Plan Section R/12 as illustrated with the revised Plan Section R/12 attached in Schedule B.

**READ** a first time June 25<sup>th</sup>, 2018

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

Certified a true copy of “Bylaw 8327” as at Third Reading

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Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on

**ADOPTED**

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Mayor

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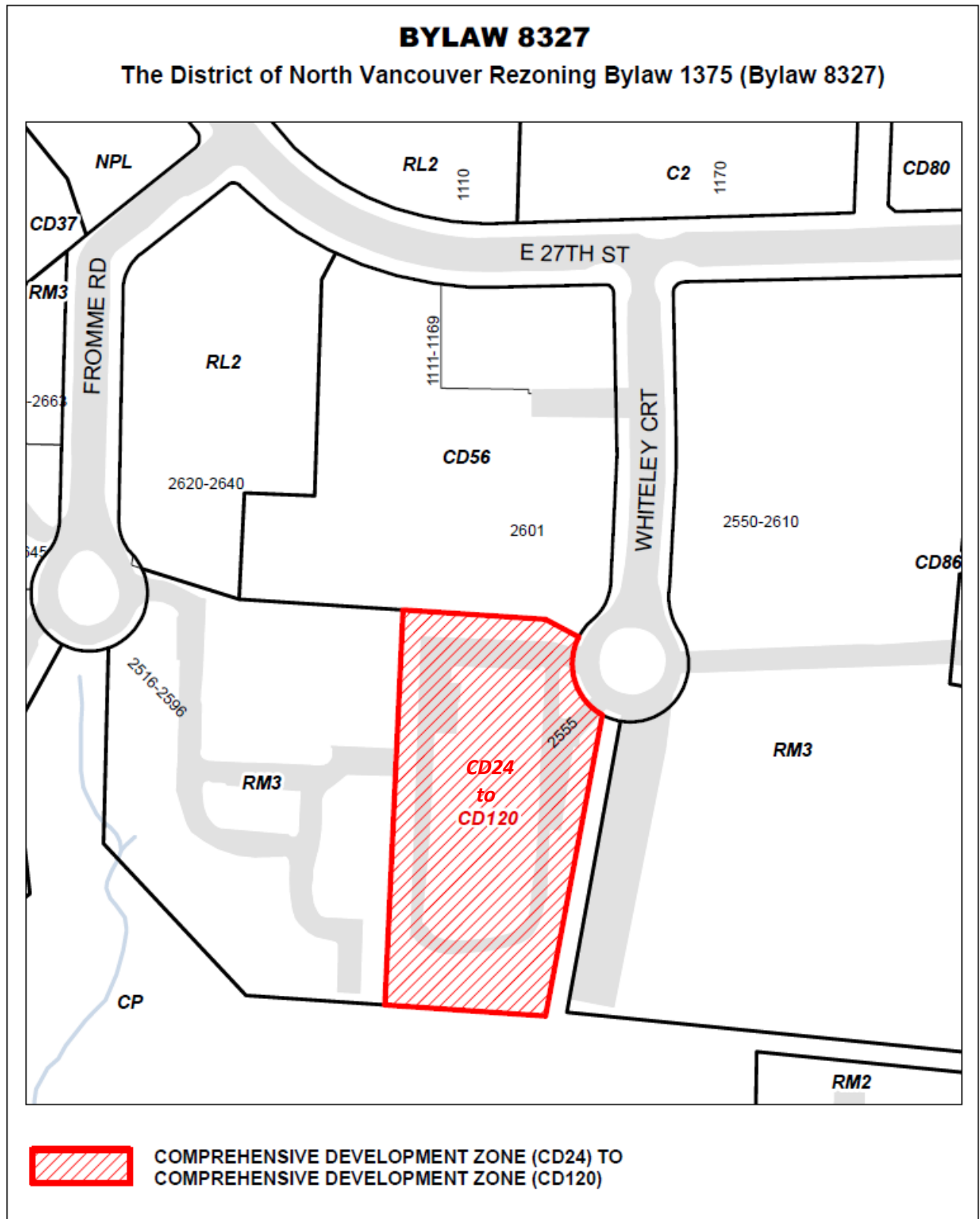
Municipal Clerk

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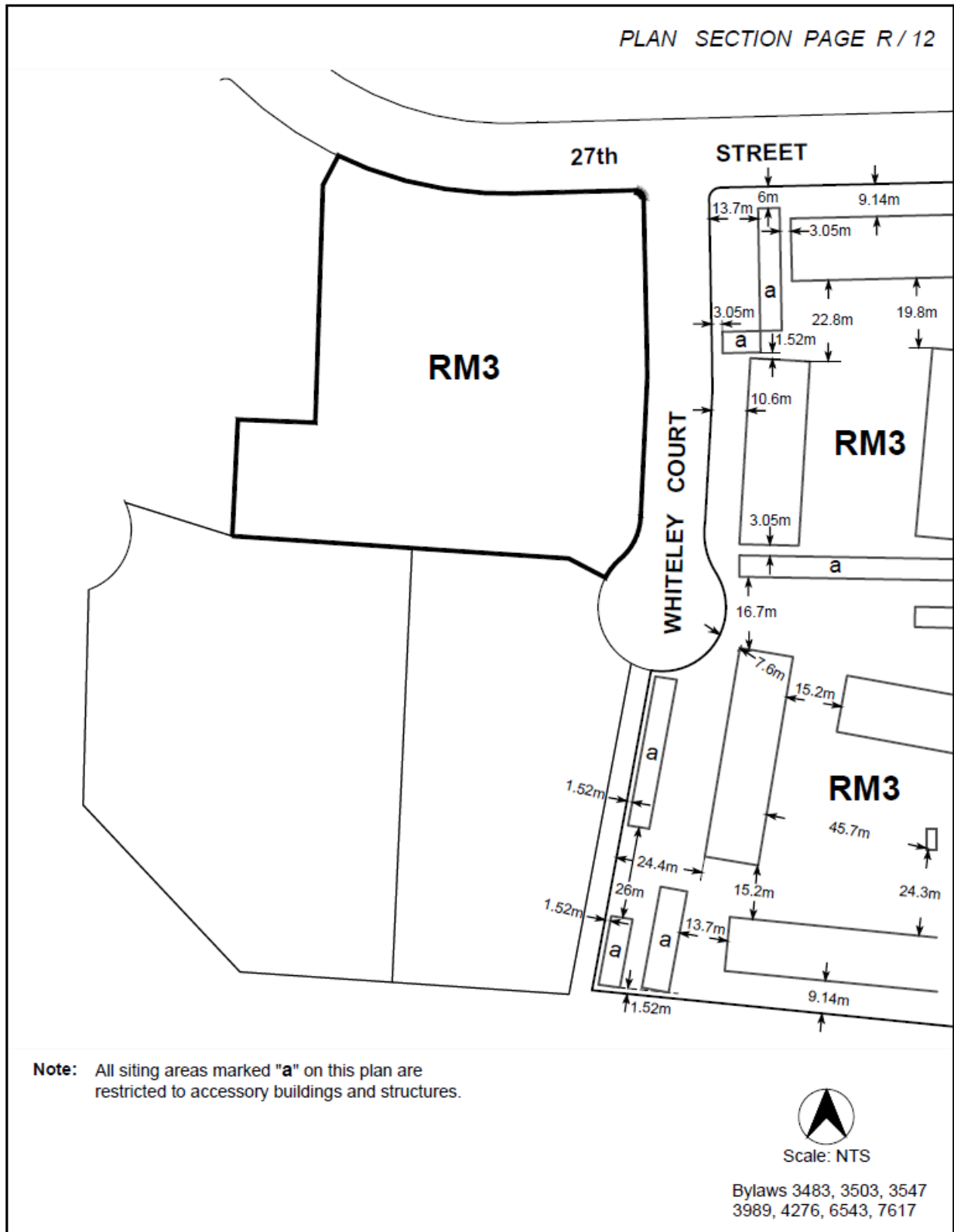
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Municipal Clerk

Schedule A to Bylaw 8327





Schedule B to Bylaw 8327



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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>June 25, 2018</u>
<input type="checkbox"/> Other:	Date: _____

  
Dept.  
Manager

  
GM/  
Director

  
CAO

## The District of North Vancouver REPORT TO COUNCIL

June 13, 2018  
File: 08.3060.20/025.18

**AUTHOR:** Robyn Hay, Development Planner

**SUBJECT:** Bylaws 8327, 8328 and 8329: Rezoning, Waiver of Development Cost Charges and Housing Agreement and for a six storey seniors rental building at 2555 Whiteley Court

### RECOMMENDATION

THAT "District of North Vancouver Rezoning Bylaw 1375 (Bylaw 8327)" to rezone the subject site from Comprehensive Development Zone 24 (CD24) to Comprehensive Development Zone 120 (CD120) be given FIRST reading;

AND THAT "Whiteley Court Affordable Rental Housing for Seniors Development Cost Charge Waiver Bylaw 8328, 2018", which waives the Development Cost Charges for the project, be given FIRST reading;

AND THAT "Housing Agreement Bylaw 8329, 2018 (2555 Whiteley Court)" which authorizes a Housing Agreement to secure the rental housing in perpetuity and to secure the affordable rental units on the subject property, be given FIRST reading;

AND THAT "District of North Vancouver Rezoning Bylaw 1375 (Bylaw 8327)" be referred to a public hearing.

### REASON FOR REPORT

The applicant proposes to redevelop the south portion of the site for a six storey apartment building accommodating 106 affordable rental units for senior citizens. The existing 16 storey rental apartment building will be retained and the ground floor will be renovated to accommodate four new rental units. The total number of dwelling units will be 315.

Implementation of the proposed project requires Council's consideration of:

- Bylaw 8327 to rezone the subject property;



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- Bylaw 8328 to waive the development cost charges (DCC's);
- Bylaw 8329 to authorize a housing agreement to secure all the rental housing in perpetuity and to secure the 106 affordable rental units in perpetuity on the subject property; and
- Issuance of a Development Permit.

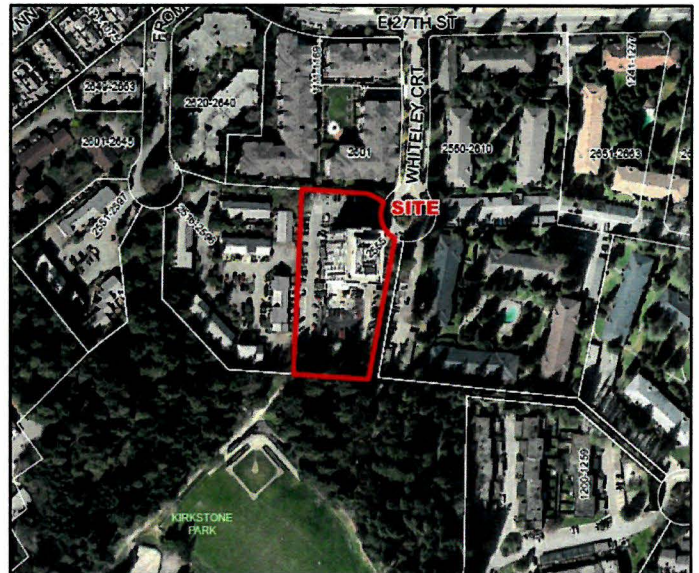
The Rezoning Bylaw, Development Cost Charges Waiver Bylaw, and Housing Agreement Bylaw are recommended for introduction and the Rezoning Bylaw is recommended for referral to a Public Hearing. A Development Permit would be forwarded to Council for consideration if the rezoning proceeds.

### EXISTING SITE

The development site is 6,848m<sup>2</sup> (73,711 sq. ft.) in area and located at the south end of Whiteley Court. The site is currently occupied by a 16 storey rental apartment building which provides affordable rental housing to seniors. The building is known as Kiwanis Lynn Manor. The existing building is currently undergoing façade upgrades which were approved in 2017.

The site is surrounded by the following:

- Two and three storey garden apartments known as “Mountain Village” to the east;
- a 4-storey apartment complex known as “Branches” to the north;
- two and three-storey townhomes known as “Lynn Valley Co-Op” to the west; and
- Kirkstone Park to the south.



### EXISTING POLICY

#### Official Community Plan

The Official Community Plan (OCP) designates the site as RES Level 6: Medium Density Apartment which envisions medium rise apartments at a density of up to approximately 2.5 FSR. The proposal is in keeping with the Official Community Plan designation.

The proposal is inline with the following OCP policies:

- 7.1.1 Encourage and facilitate a broad range of market, non-market and supportive housing;



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- 7.4.4 Consider the use of District land, where appropriate, to contribute towards and leverage other funding for the development of social and affordable housing;
- 7.3.7 Consider incentives such as reduced Development Cost Charges to facilitate affordable rental housing; and
- 6.3.2 Plan and support initiatives for an age and disability-friendly community.

The subject property is situated just outside of the Lynn Valley Town Centre boundaries and is therefore not included in the Lynn Valley Town Centre Flexible Planning Framework. The Framework envisions eight storeys (12 storeys considered on a case-by-case basis) for the property immediately to the east and therefore, staff support the proposed six storey building as it provides an acceptable transition from the town centre.



#### Rental and Affordable Housing Strategy

The project proposes rent levels of 75% of the average appraised market rental rates of similar buildings which comply with the "Rental and Affordable Housing Strategy". These rates will be permitted to increase to 80% once the building is 20 years of age and then will be secured for the life of building via the Housing Agreement and associated covenant.

This application is also meeting the goals of the "Rental and Affordable Housing Strategy" by expanding the supply and diversity of housing through the provision affordable and accessible rental apartments which are close to transit and community amenities and services. The criteria for tenants requires they be seniors 65+ in age and meet an income test of not more than \$71,200 per household. These affordability levels and tenant criteria are secured for the new building via the Housing Agreement (Attachment D). The Housing Agreement will also secure all the units as rentals. Staff confirm that the affordability outlined in the application are appropriate.

The existing sixteen storey affordable rental building (constructed in 1974) is currently undergoing façade upgrades. The project includes a proposal to renovate the ground floor which is deemed necessary to extend the life of the building and ensure its functionality and liability for residents. The existing residents of the building will continue occupancy throughout the construction of the new building. Overall, the project increases the number of affordable rental units from 205 to 315.

The existing building currently rents affordable housing units at 65% below market rates. Bylaw 8329 secures the units as rental in perpetuity (Attachment D). Kiwanis intends to continue to rent these units at reduced rates.

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Zoning

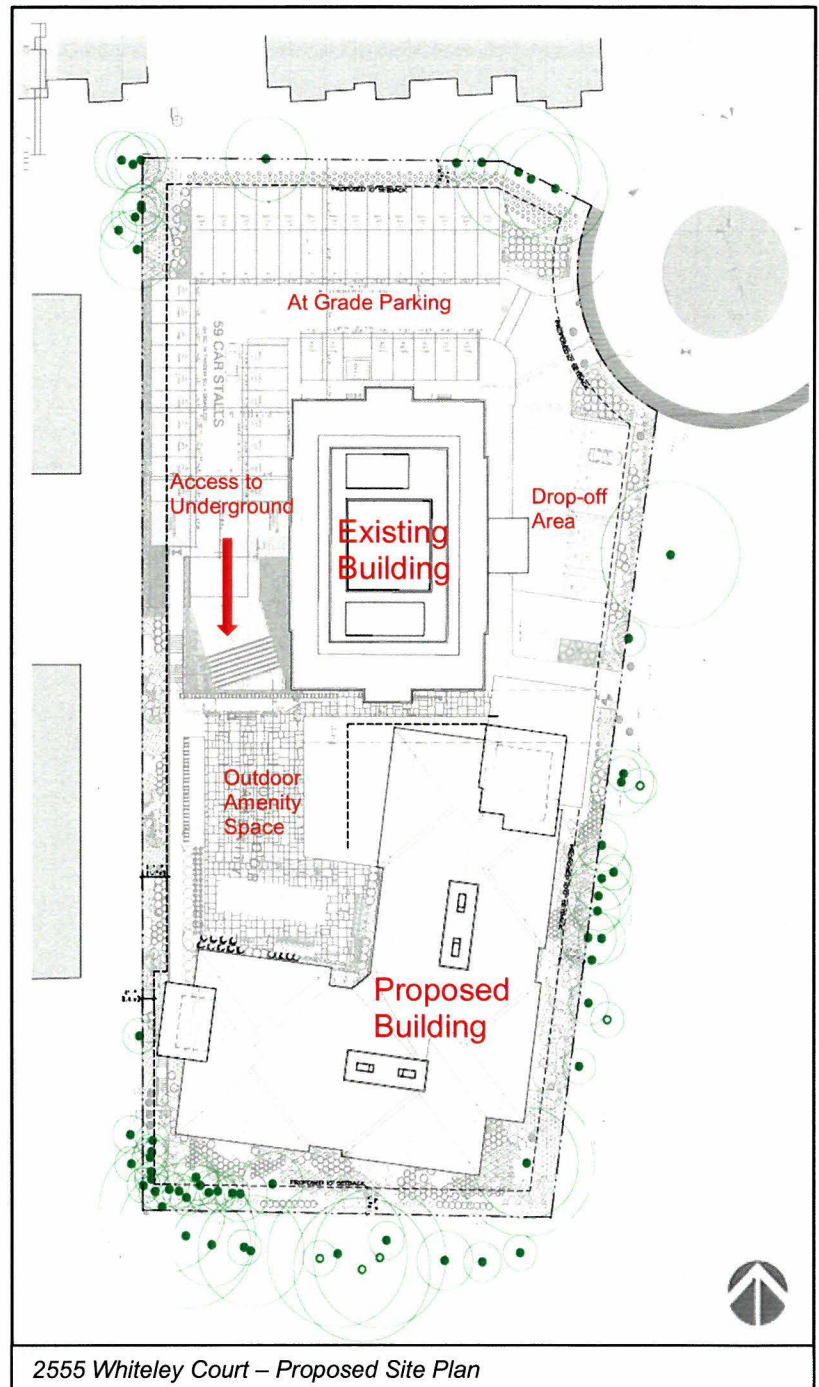
The subject property is currently zoned Comprehensive Development Zone 24 (CD24) which allows for the existing high-rise residential building and a maximum FSR of 1.9. Rezoning is required to accommodate the project and Bylaw 8327 proposes to create a new Comprehensive Development Zone 120 (CD120) tailored specifically to this project. The proposed CD120 zone prescribes permitted uses and zoning provisions such as number of units, height, setbacks, and parking requirements.

**ANALYSIS**

Site Plan and Project Description

The project consists of a six storey rental apartment building sited in the south portion of the site behind the existing 16 storey rental building. An underground parking structure is proposed under the new building. Access to the site is provided through the existing driveway. A total of 133 vehicle stalls are to be provided on site including 59 in the parkade and 74 spaces provided at grade.

There is a shared outdoor amenity space including communal garden boxes, artificial turf lawn and picnic areas located centrally on the site. A shared indoor amenity space (great hall and reading lounge) is also proposed in the new building. Residents of both buildings will be eligible to use this space.



The new building consists of 106 one bedroom rental units. The units range in size from 53.5 m<sup>2</sup> (576 sq. ft.) to 55.1 m<sup>2</sup> (593 sq. ft.).

The existing building consist 96 bachelor units and 109 one bedroom units. The proposal seeks to renovate the ground floor of the existing building to include four additional rental units as well as a new office space and a renovated amenity area. The ultimate total number of rental units is 315.

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The pedestrian path on the east side of the site will be upgraded with new paving, landscaping, a bench, lighting and wayfinding signage in accordance with the Lynn Valley Town Centre Public Realm and Design Guidelines.

Renderings of the project are provided below. Architectural and Landscape Plans are provided as Attachment A.



*Northeast Elevation*



*East Elevation*

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*Courtyard Perspective – Looking South East*

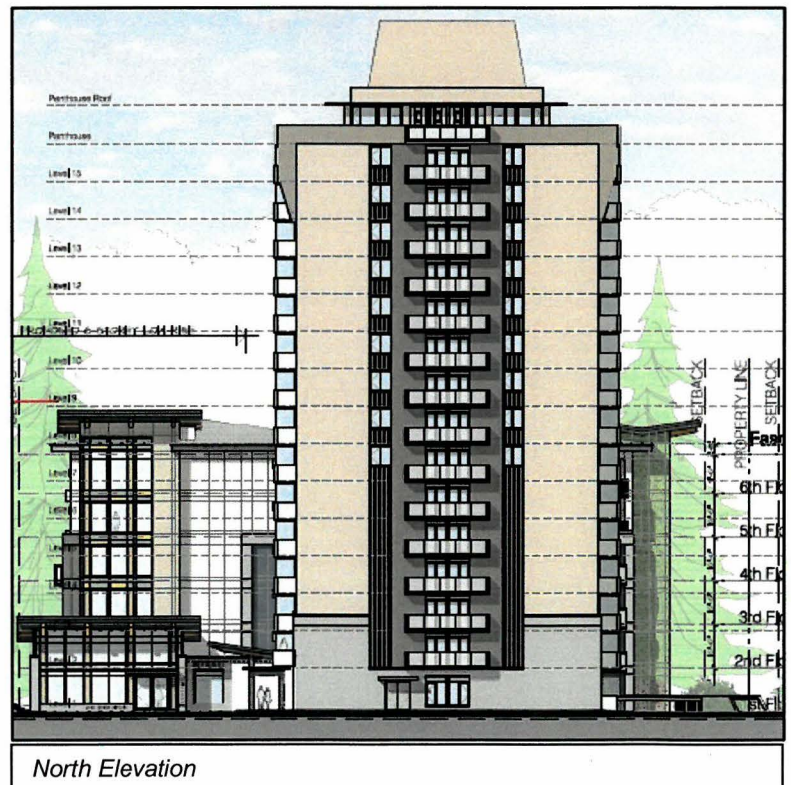
**Development Permit**

The development site is designated within Development Permit Areas for Form and Character for Multi-Family Housing and Energy and Water Conservation and Green House Gas (GHG) Emission Reduction.

**1) Form and Character:**

The proposal has been reviewed against the OCP “Design Guidelines for Multi-Family Housing”. Upon initial review, the development proposal attains form and character guideline requirements. Further details outlining the project’s compliance with the Form and Character Design Guidelines will be provided for Council’s consideration at the Development Permit stage should the rezoning bylaw proceed.

**2) Energy and Water Conservation and GHG Emission Reduction:**



*North Elevation*

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On April 2017, the Province adopted the BC Energy Step Code ("Step Code") which provides an incremental and consistent approach to achieving more energy-efficient buildings beyond the requirements of the base BC Building Code. The "Step Code" has been included with the District's new Construction Bylaw and mandatory compliance in effect as of July 1, 2018. The project will be required to meet Step 3 of the "Step Code".

Further details outlining the project's compliance with the Energy and Water Conservation and Greenhouse Gas Emission Reduction DPA will be provided for Council's consideration at the Development Permit stage should the rezoning bylaw proceed.

Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on May 10, 2018 and the Panel recommended approval of the project subject to resolution of the Panel comments at the development permit stage. Details on the project's response to the Advisory Design Panel comments and Development Permit Area design guidelines, will be provided when Council considers the required Development Permit should the application proceed through the rezoning process.

Accessibility

The proposal fulfils the requirements of the Accessible Design Policy for Multifamily Housing as 100% of the dwelling units comply with the 'Basic Accessible Design' criteria and a minimum of 50% of the dwelling units meet the 'Enhanced Accessible Design' criteria.

Parking and Bicycle Storage

Part 10 of the Zoning Bylaw requires 0.33 parking stalls per dwelling unit associated with seniors housing where it is covenanted that 90% of the residents are 65 years or older. The Housing Agreement (Bylaw 8329) will secure that the building is for seniors housing in perpetuity.

In accordance with the Zoning Bylaw a total of 104 vehicle parking stalls are required for the entire site. The proposal provides 59 stalls at grade and 74 stalls within the parkade for a total of 133. The design includes 111 spaces with direct drive aisle access and 22 tandem parking stalls. The tandem spaces will be valet operated. The valet service will work well for those residents who continue to own a vehicle but rarely use them.

The proposal includes space for 40 bicycle storage spaces and 35 scooter storage spaces, within the underground parkade, the basement and level 1 of the exiting building.

Traffic Generation

The developer's transportation consultant, has submitted a coordinated traffic impact assessment (TIA) report which identifies the potential traffic generated from the proposal and provides a review of the traffic movements in the immediate area.

The proposed development is forecast to generate approximately 21 additional vehicle trips in the "AM Peak Hour" and 28 additional vehicle trips in the "PM Peak Hour". The District's Transportation Engineering staff has reviewed the submitted TIA report and finds that the proposed development will not unduly affect traffic within Whiteley Court or East 27<sup>th</sup> Street.

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Off-site improvements

The application includes an improved street frontage with street tree plantings and streetlight upgrades, sidewalk, curb, gutter, and paving improvements, along Whiteley Court adjacent the development.

The application also includes upgrades to the pedestrian pathway on the east side of the site (discussed previously in this report). This pathway continues around the south side of the site and a portion of the pathway encroaches into the site. A statutory right of way will be required to ensure public access to that portion of the trail. An environmental fence will be required along the north side of the pathway which is within the property boundary.

The cost of off-site work is estimated at \$175,000.

Development Cost Charges and Development Cost Charge Waiver

DCC's are established at \$1,134,008 (in accordance with the new DCC Bylaw). Bylaw 8328 (Attachment C) established DCC rate at \$0 for this development in support of decreasing the project cost in order to provide 106 affordable rental units. Finance staff are preparing a strategy to account for this waiver in order to keep the DCC funds whole.

Community Amenity Contribution

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects including an increase in residential density. As the proposal includes the provision of "affordable, rental or special needs housing" this can be considered a specific amenity as per section 3.8 of the CAC Policy.

Council released a closed discussion meeting resolution on May 14, 2018 as follows:

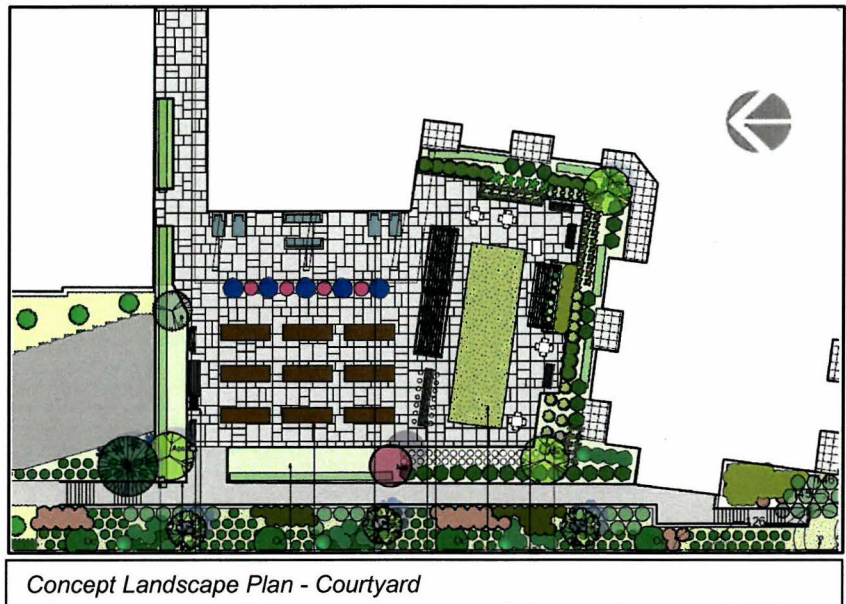
THAT the March 6, 2018 report of the Development Planner entitled Kiwanis Seniors Living (2555 Whiteley Court) – Fees and Charges is received for information;

AND THAT staff is directed to proceed with waiving application fees, accept the new seniors affordable rental building as the Community Amenity Contribution, and prepare a Development Cost Charge (DCC) Waiver Bylaw for Council consideration, subject to securing the affordable seniors rental units in a housing agreement bylaw.

Bylaw 8327 establishes the additional density provisional upon entering into a Housing Agreement, securing the rental and affordable rental units.

### Landscaping

A conceptual landscape plan has been submitted with the rezoning application showing landscaping generally around the perimeter of the site as shown on the image below. The main courtyard provides attractive design elements (seating, garden boxes, artificial turf lawn areas for games and passive space for other activities) which will encourage activity and vibrancy. The adjacent pedestrian path has been designed with native vegetation, seating, lighting, and way-finding signage to enhance the sense of place and to mark the trail connection.



Should the rezoning proposal proceed, a more detailed review of landscape issues will be included in the development permit report.

### Concurrence:

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

### Construction Traffic Management Plan:

The image on the following page indicates the site in relation to other residential construction projects and potential development projects in the area.

In order to reduce development's impact on pedestrian and vehicular movements, the applicant is required to provide a Construction Traffic Management Plan (CTMP) as a condition of a Development Permit. The Plan must outline how the applicant will coordinate with other projects in the area to minimize construction impacts on pedestrian and vehicle movements within the vicinity.

In particular, the Construction Traffic Management Plan must:

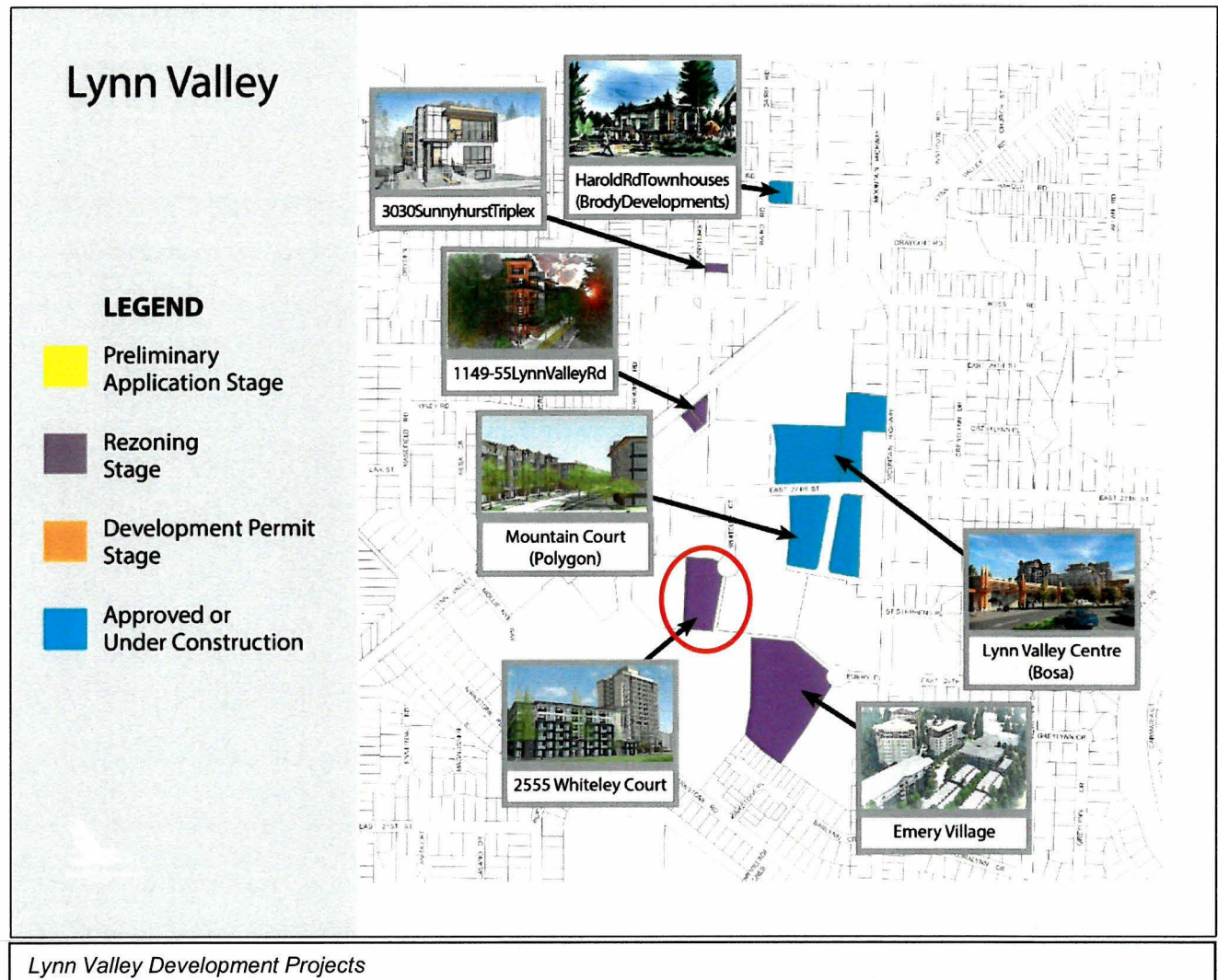
1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. Make provisions for trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
4. Provide a point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

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8. Address silt/dust control and cleaning up from adjacent streets;
9. Provide a plan for litter clean-up and street sweeping adjacent to site; and,
10. Include a communication plan to notify surrounding businesses and residents.



**Resident Parking During Construction**

The proposal results in a temporary reduction of on-site parking for residents during construction. Kiwanis is required to address the provision of parking for existing residents. There are presently 88 parking stalls on-site. Kiwanis has indicated that their construction staging plan will retain 48 stalls on-site during construction resulting in 40 parking spaces being temporarily displaced.

Kiwanis is exploring a few measures to address tenant off-site parking needs including:

- Incentives for tenants to sell or store cars temporarily off-site with friends or family;
- Provision of a MODO car share for the exclusive use of tenants; and
- Securing off-site parking spaces for tenants with the rental cost paid by Kiwanis.

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Negotiations are ongoing between Kiwanis and surrounding neighbourhood property owners within easy walking distance to secure off-site parking spaces for tenants. The requirement for offsite parking will be secured in the Development Covenant and finalized prior to the issuance of a Building Permit.

Public Input

The applicant held a facilitated Public Information Meeting on May 16, 2018, at 2555 Whiteley Court (Kiwanis Lynn Manor). Notices for the meeting were distributed in accordance with the "Non-Statutory Public Consultation for Development Applications" policy, two advertisements were placed in the North Shore News on May 9<sup>th</sup> and May 11<sup>th</sup>, 2018, and a notification sign was placed on site two weeks prior to the meeting.

The meeting was attended by approximately 30 people. The meeting comments were constructive, in particular with regards to nearby traffic and pedestrian safety. The majority of questions related to the type of construction chosen, unit details, and eligibility criteria. There was a broad indication of support for the proposal from those in attendance.

The facilitator's report is attached as Attachment E.

Implementation

Implementation of this project will require a rezoning bylaw, a DCC waiver bylaw, and a Housing Agreement, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8327 (Attachment B) rezones the subject site from Comprehensive Development Zone (CD24) to a new Comprehensive Development Zone 120 (CD120) which:

- establishes the permitted residential use;
- establishes the maximum permitted floor area on the site;
- establishes setback and building height regulations; and
- establishes parking regulations specific to this project.

Bylaw 8328 (Attachment C) waives the Development Cost Charges for the project. Bylaw 8329 (Attachment D) authorizes the District to enter into a Housing Agreement to secure the seniors affordable rental building in perpetuity.

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

- a development covenant to reference the general form and layout of project as well as requirements for off-site servicing;
- a stormwater management covenant;
- a Statutory right of way for the pedestrian trail (on the south property line);
- a registration of housing agreement;
- an engineering servicing agreement; and
- a construction management plan.

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**CONCLUSION:**

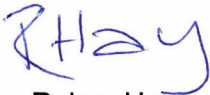
This project assists in implementation of the District's Official Community Plan objectives as it addresses the OCP housing objectives related to the provision of a range of housing options. The project also advances new affordable rental units for seniors in compliance with the District's "Rental and affordable Housing Strategy". The rezoning proposal is now ready for Council's consideration.

**Options:**

The following options are available for Council's consideration:

1. Introduce Bylaws 8327, 8328 and 8329 and refer Bylaw 8327 to a Public Hearing (staff recommendation); or,
2. Defeat the bylaws at First Reading.

Respectfully submitted,



Robyn Hay  
Development Planner


**Attachments:**

- A. Architectural and Landscape Plans
- B. Bylaw 8327 – Rezoning
- C. Bylaw 8328 – Development Cost Charge Waiver
- D. Bylaw 8329 – Housing Agreement
- E. Facilitator Report

**SUBJECT:** Bylaws 8327, 8328 and 8329: Rezoning, Waiver of Development Cost Charges and Housing Agreement for seniors rental building at 2555 Whiteley Court

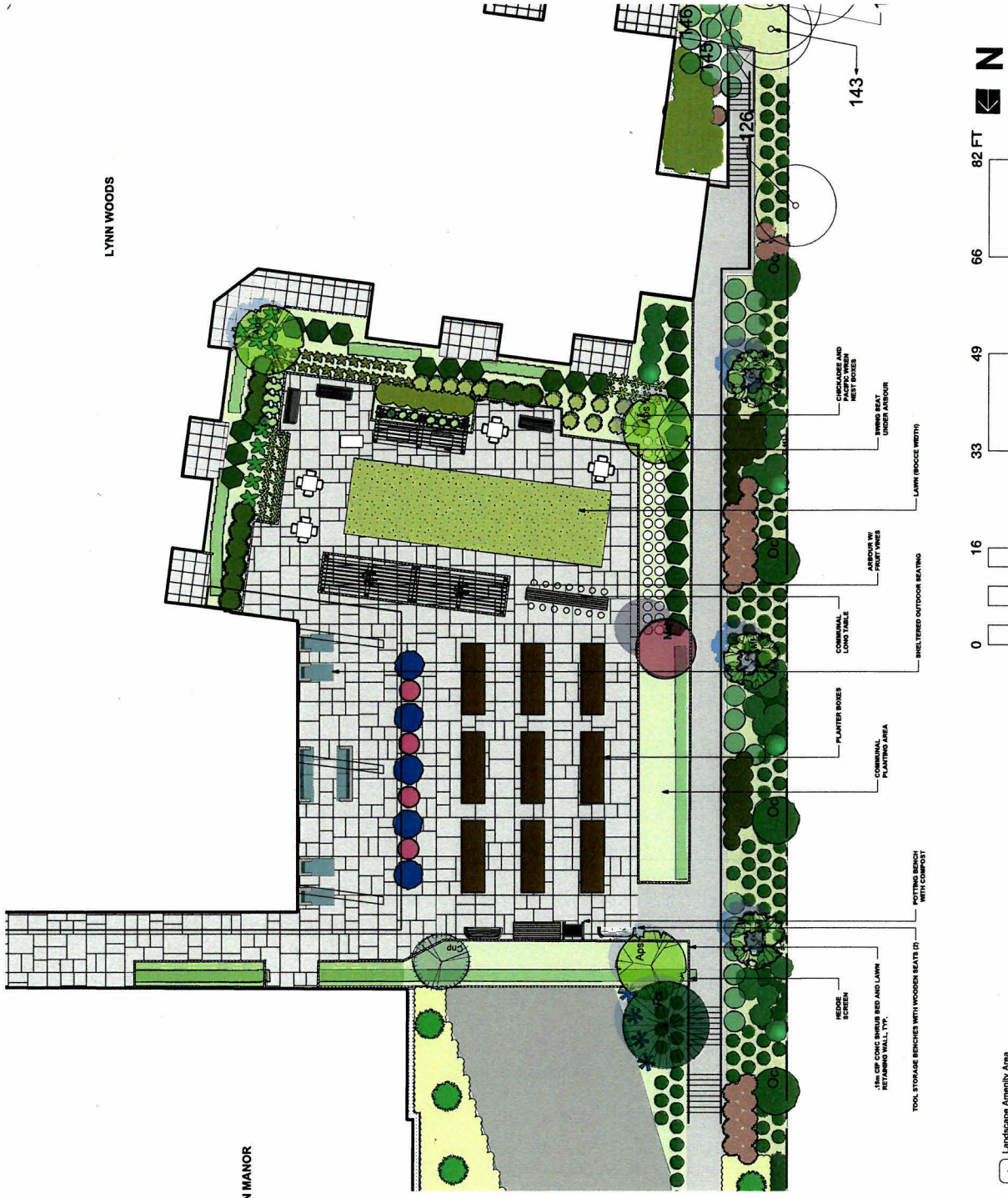
June 13, 2018

Page 13

REVIEWED WITH:		
<input type="checkbox"/> Sustainable Community Dev. _____	<input type="checkbox"/> Clerk's Office _____	External Agencies:
<input type="checkbox"/> Development Services _____	<input type="checkbox"/> Communications _____	<input type="checkbox"/> Library Board _____
<input type="checkbox"/> Utilities _____	<input checked="" 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 _____	

Issue No.	Date	Issue Notes
8	18-4-20	Issues for ADP





1 Landscape Amenity Area  
Scale: 1/8" = 1'-0"



LOW-RISE ENTRY- NORTHEAST ELEVATION



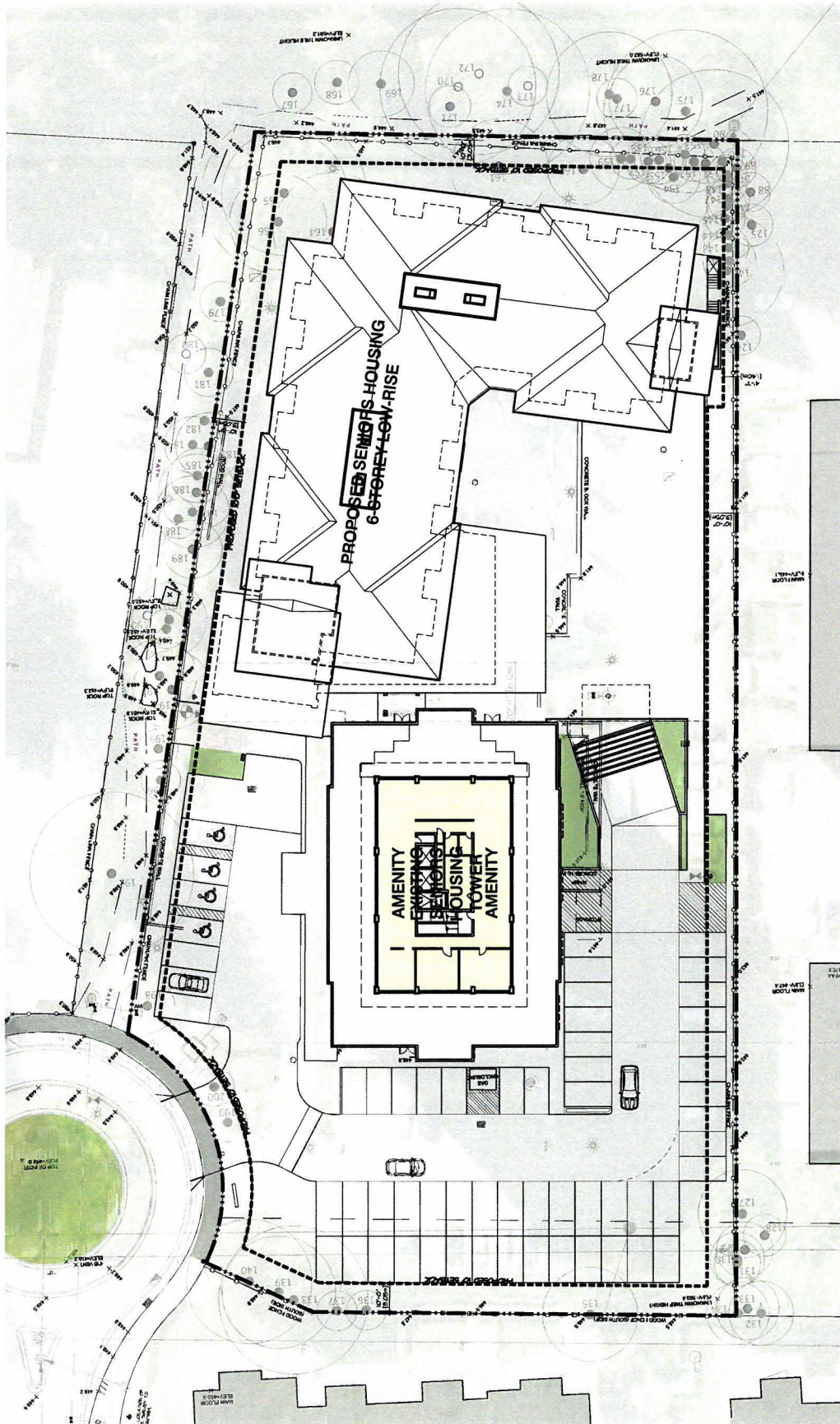
EAST ELEVATION



OUTDOOR AMENITY & GREAT HALL



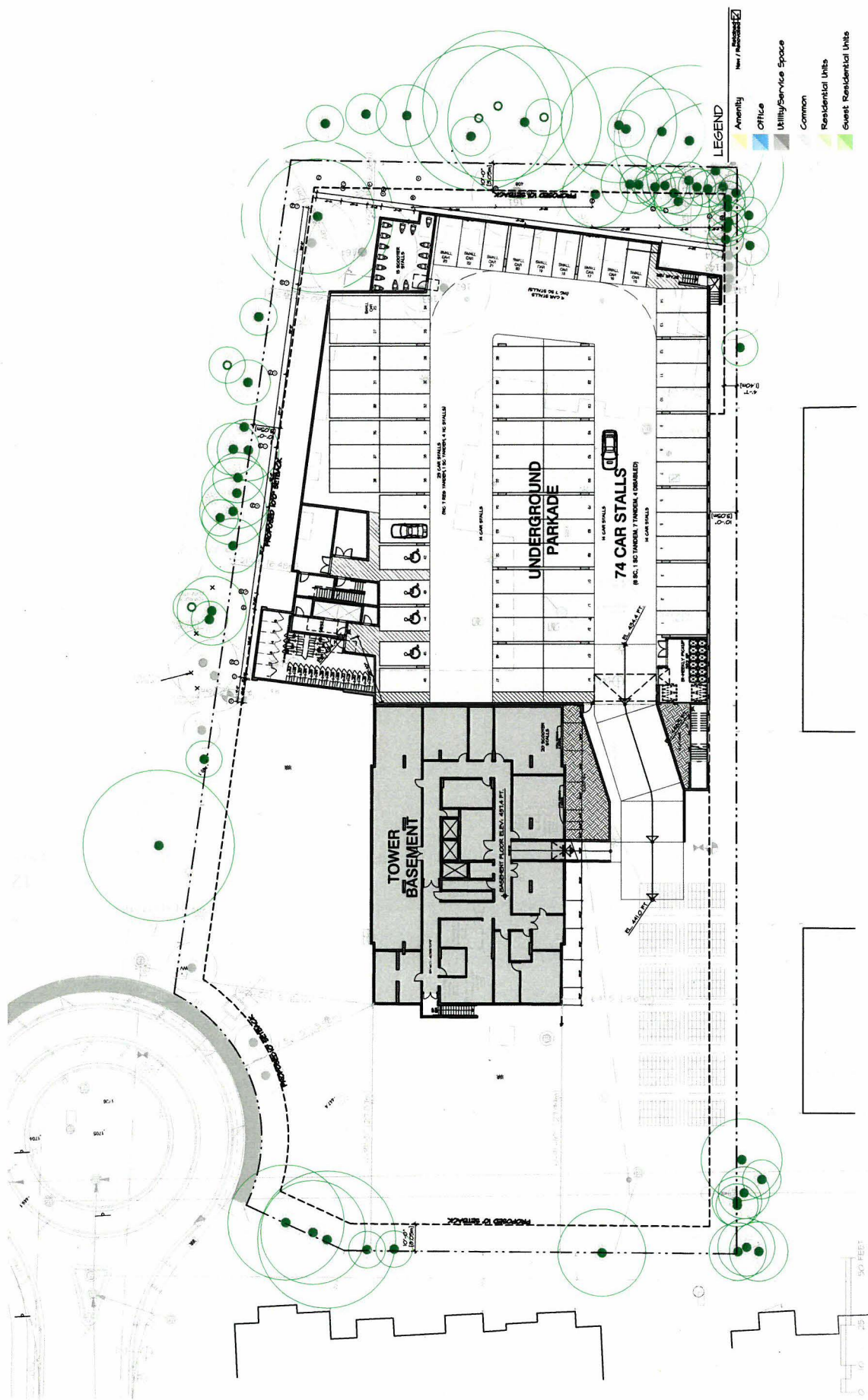
WEST COURTYARD PERSPECTIVE, LOOKING SOUTH



SK 0.21  
KIMANIS LYNN MANOR

# SURVEY, AERIAL OVERLAY & KEY PLAN

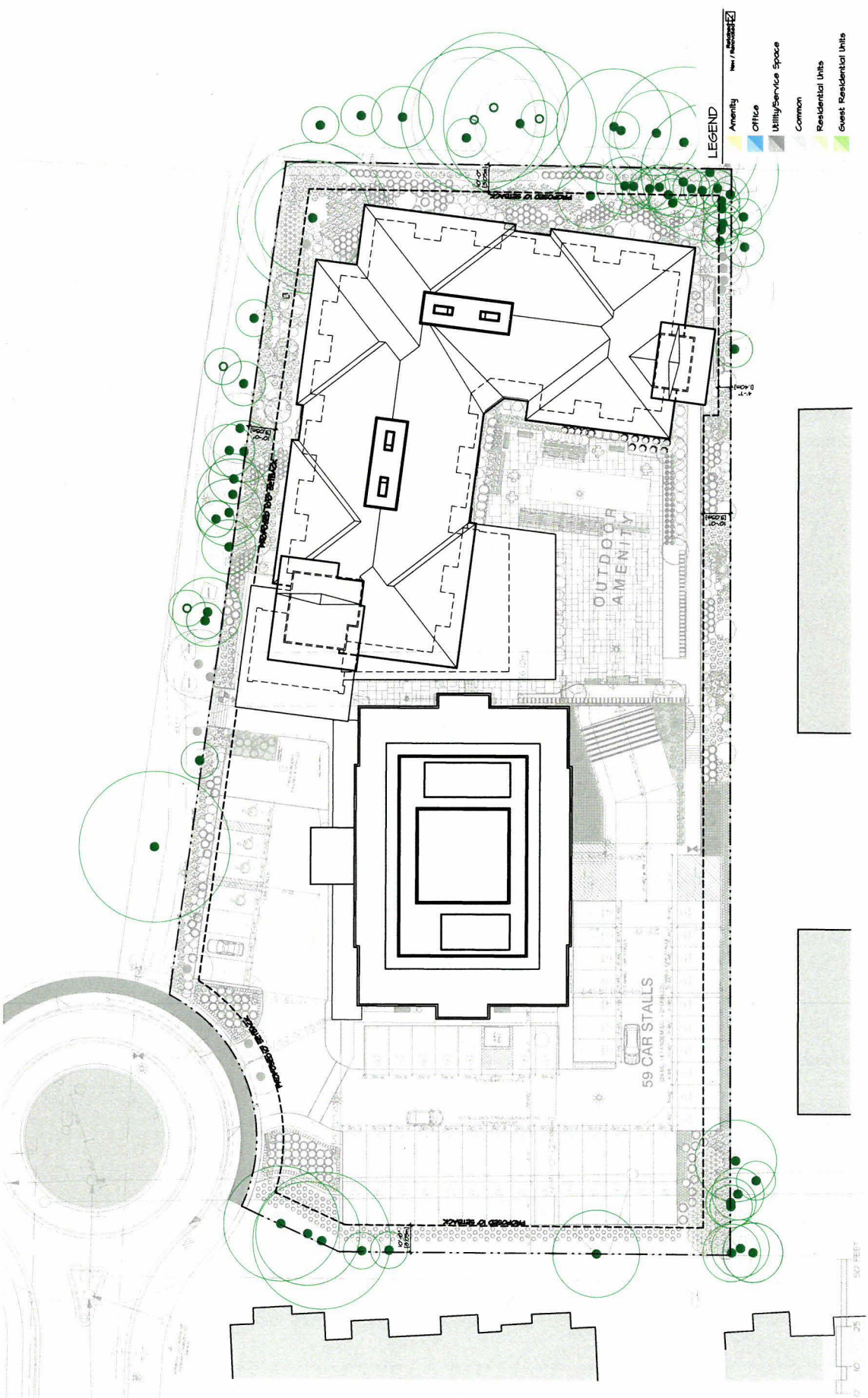
1/16" = 1'-0"



# OVERALL PLAN - LEVEL P1 - PARKING

1/16" = 1'-0"

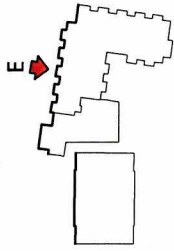
SK 2.01  
KIWANIS-LYNN MANOR



SK 2.08  
KIWANIS-LYNN MANOR

# OVERALL PLAN - ROOF PLAN

1/16" = 1'-0"

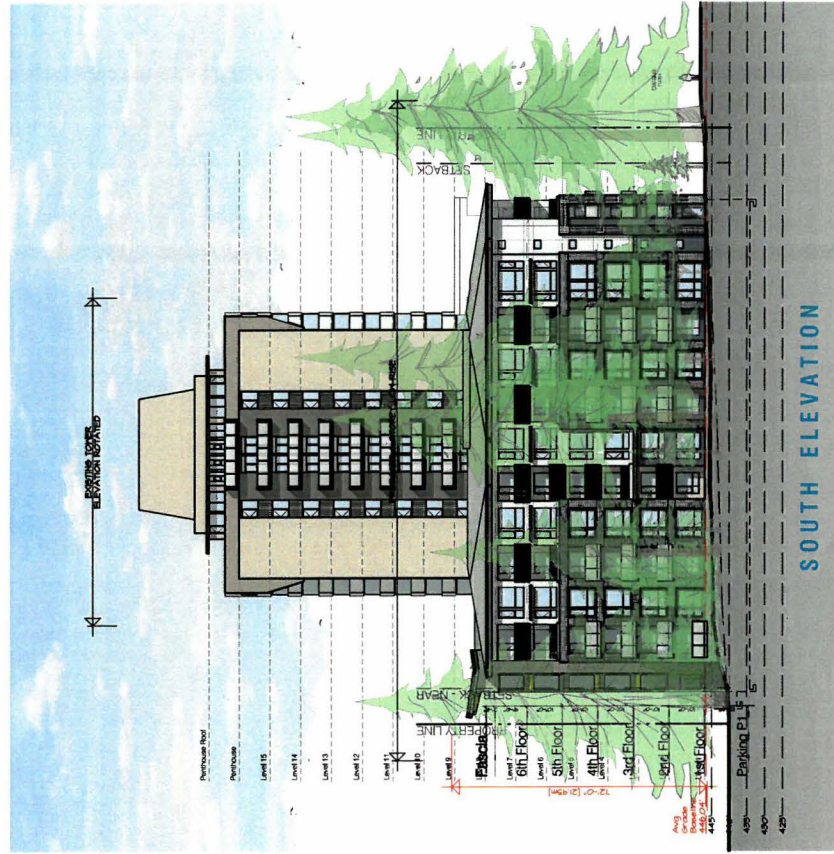
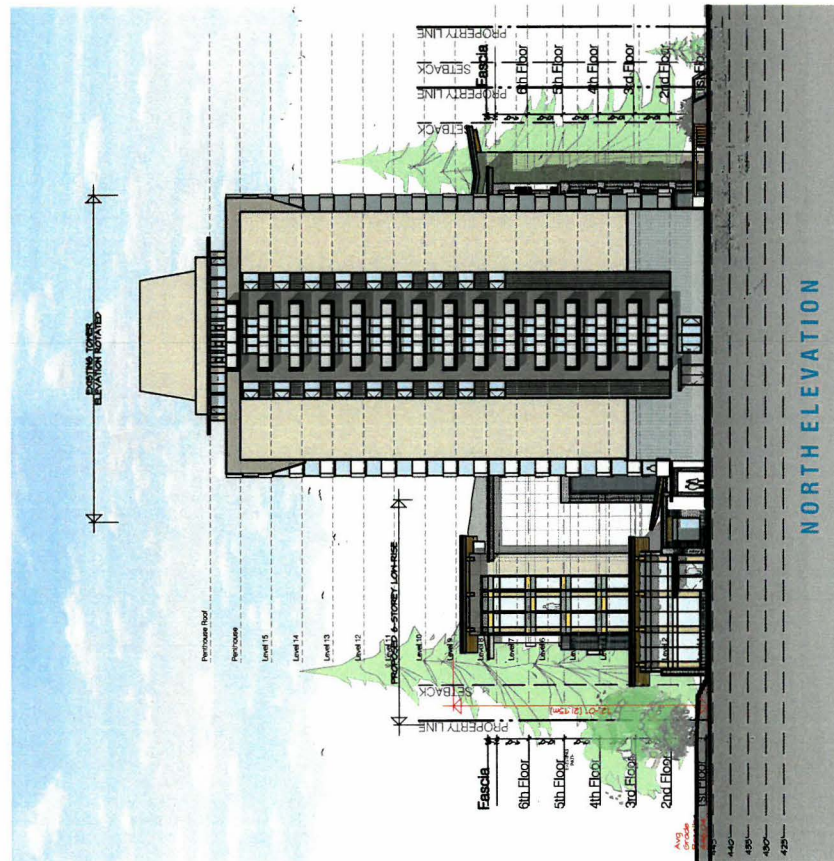
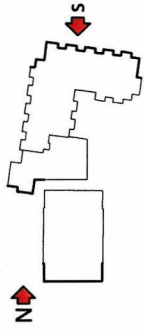


# OVERALL EAST ELEVATION

1/16" = 1'-0"

SK 3.01  
KIWANIS-LYNN MANOR





SK 3.02  
KIWANIS-LYNN MANOR

# OVERALL NORTH & SOUTH ELEVATIONS

1/16" = 1'-0"



## The Corporation of the District of North Vancouver

### Bylaw 8327

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:

#### Citation

1. This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1375 (Bylaw 8327)”.

#### Amendments

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

- a) Amend Part 2A by adding CD120 to the list

- b) Section 301(2) by replacing the following zoning designation:

“Comprehensive Development Zone 24      CD24”

With

“Comprehensive Development Zone 24      CD24 – Repealed” (Bylaw 8327)

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

“Comprehensive Development Zone 120      CD120”

- d) Part 4B Comprehensive Development Zone Regulations by deleting the following zone in its entirety:

“Comprehensive Development Zone 24      CD24”

- e) Part 4B Comprehensive Development Zone Regulations by adding the following:

“Comprehensive Development Zone 24      CD24 – Repealed” (Bylaw 8327)”

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

**“4B 120      Comprehensive Development Zone 120 CD120”**

The CD 120 zone is applied to Lot A Block W District Lot 2022 Plan 14661 (PID: 007-756-925)

#### **4B 120 – 1 Intent**

The purpose of the CD120 Zone is to establish specific land use and development regulations for a seniors rental residential project.

#### **4B 120 – 2 Permitted Uses**

The following *principal* uses shall be permitted in the CD120 Zone:

- a) Uses Permitted Without Conditions: Not applicable
- b) Conditional Uses: Residential use

#### **4B 120 – 3 Conditions of Use**

- a) Balcony enclosures not permitted

#### **4B 120 – 4 Accessory Use**

- a) *Accessory uses* customarily ancillary to the principal uses are permitted and include, but not necessarily limited to:

- Kitchen;
- Dining;
- Storage;
- Laundry;
- Library;
- Administration office;
- Hair salon, spa, and other personal services; and
- Amenity rooms.

#### **4B 120 – 5 Density**

- a) The maximum permitted density is limited to a floor space ratio (FSR) of 1.9 and 205 units.
- b) For the purposes of calculating floor space ratio, the following areas are excluded:
  - i. All spaces below natural and finished grade in the basement and parkade;
  - ii. Amenity space up to 1,410 m<sup>2</sup> (15,177 sq. ft.) including above grade bike storage, laundry rooms, recreation rooms, storage lockers, office, great hall and reading lounge, top floor amenity space and ground floor amenity space; and
  - iii. Balconies, decks, canopies, overhangs, architectural elements and awnings.

#### **4B 120 – 6 Amenities**

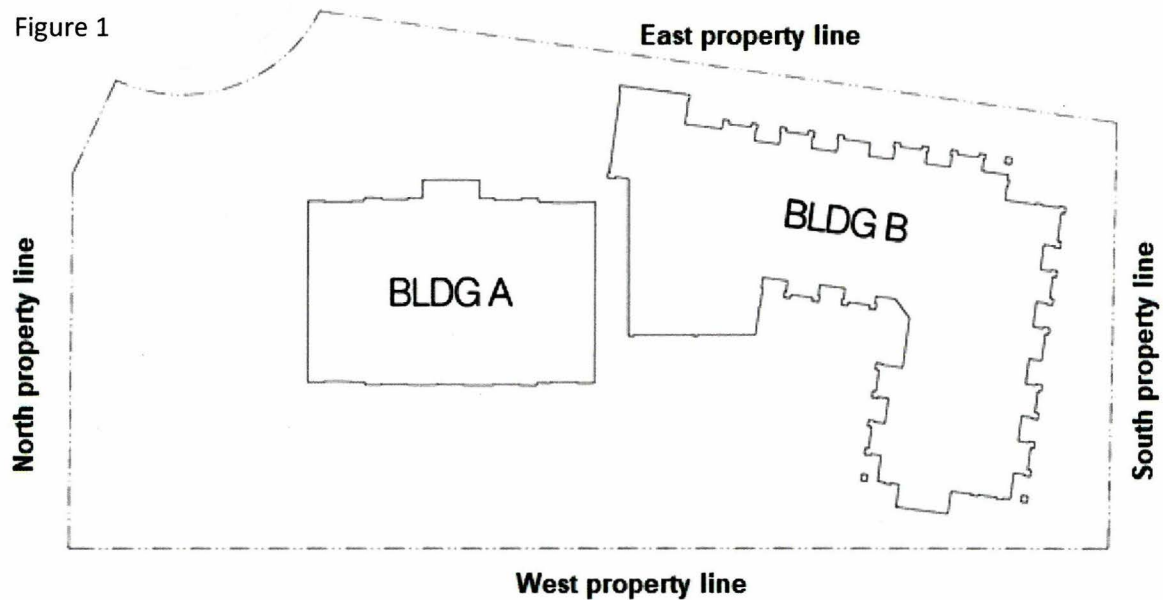
- a) Despite subsection 4B 120-5, density in the CD120 Zone is increased to a maximum floor space of 17,328m<sup>2</sup> (186,517 sq ft), and a maximum of 315 units (inclusive of three guest suites), if the owner:
  - (i) Enters into a Housing Agreement securing:
    - All the units as rentals;
    - All the units (except for the three guest suites) offered to seniors (i.e. 65 years or older); and,
    - All the units in Building B (see “Figure 1” below) offered at below-market rates.

#### **4B 120 – 7 Height**

- a) The maximum permitted height for any building in the CD120 Zone, shall be regulated as follows, with specific building height provisions based on “Table 1” and ‘Figure 1”:

Table 1		
Building	Storeys	Height
A	16	51.8m (170 ft)
B	6	23m (75.5 ft)

Figure 1

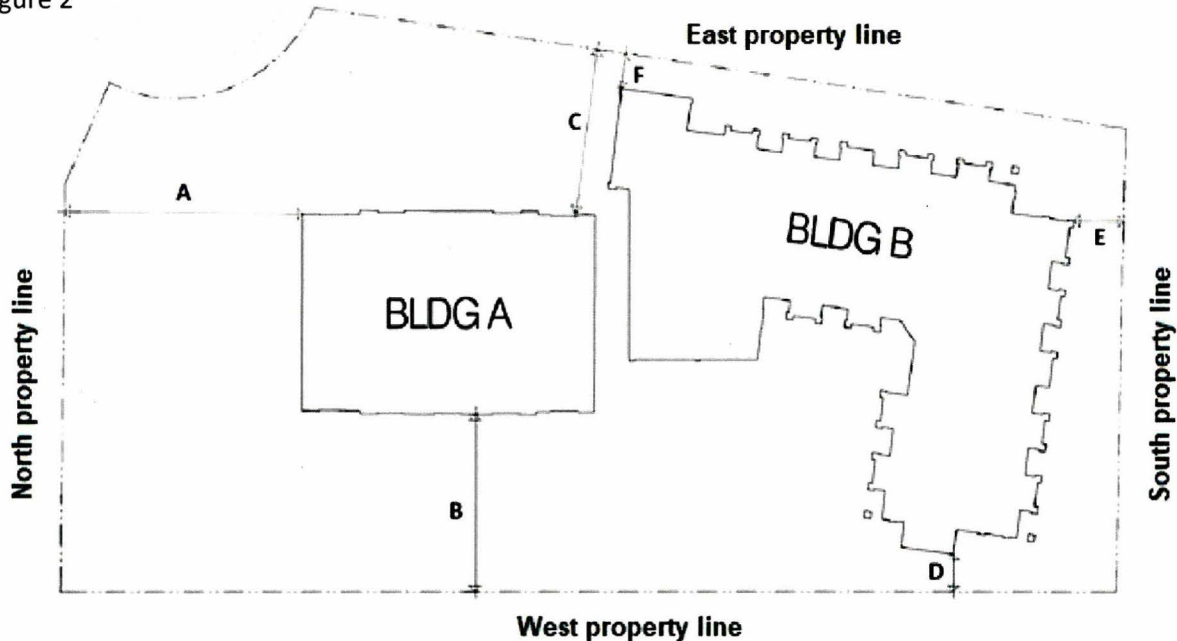


#### **4B 120 - 8 Setbacks**

- a) Buildings shall be set back from property lines to the closest building face in accordance with “Table 2” and “Figure 2”:

Table 2		
Building	Setback Identifier	Minimum setback
A	A	27.5m (90.2 ft)
	B	19.0m (62.3 ft)
	C	17.5m (57.4 ft)
B	D	3.75m (12.3 ft)
	E	5.5m (18.0 ft)
	F	3.5m (11.5 ft)

Figure 2



- b) For the purpose of measuring setbacks, measurements exclude partially exposed underground parking, balconies, canopies, overhangs, architectural elements and awnings.

#### **4B 120 - 9 Coverage**

- a) Building Coverage: The maximum building coverage is 60%.
- b) Site Coverage: The maximum site coverage is 80%.

#### **4B 120 - 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) All electrical kiosks and garbage and recycling container facilities not located underground or within a building must be screened.

#### **4B 120 - 11 Parking, Loading and Servicing Regulations**

- a) A minimum of 0.33 parking spaces per dwelling unit are required, inclusive of designated parking for persons with disabilities, and these spaces must have direct drive aisle access;
- b) Tandem parking spaces are permitted for spaces provided in excess of the requirements in 4B 120 - 11 a);
- c) A maximum of 35% of provided parking spaces may be small car spaces;
- d) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;

- e) A minimum of 12 bicycle parking spaces must be provided.”
3. The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Comprehensive Development Zone 24 (CD24) to Comprehensive Development Zone 120 (CD120).
  4. The Site Area Map section is amended by deleting the siting area regulations and other references for the subject property off of the Plan Section R/12 as illustrated with the revised Plan Section R/12 attached in Schedule B.

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

Certified a true copy of “Bylaw 8327” as at Third Reading

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Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on

**ADOPTED**

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Mayor

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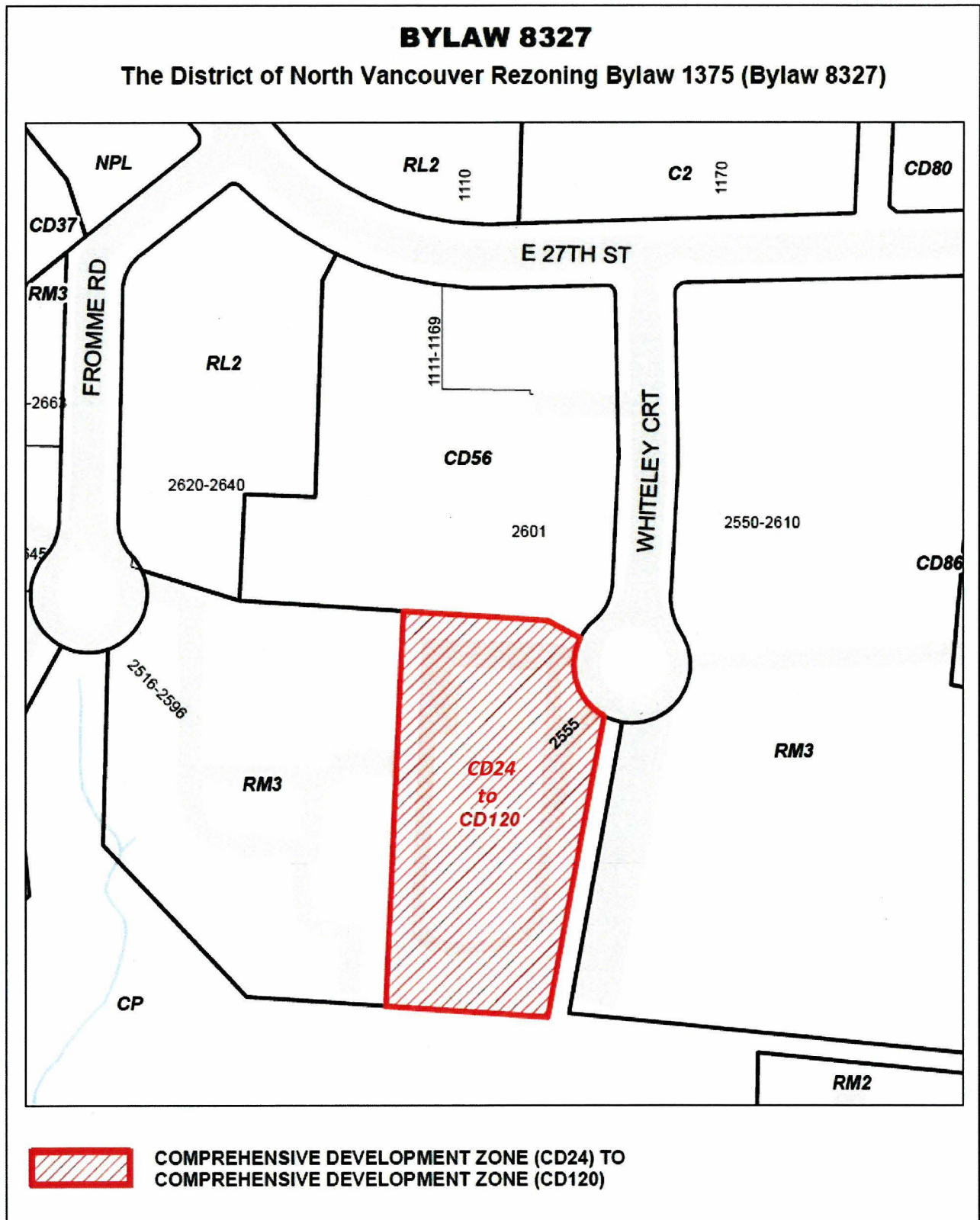
Municipal Clerk

Certified a true copy

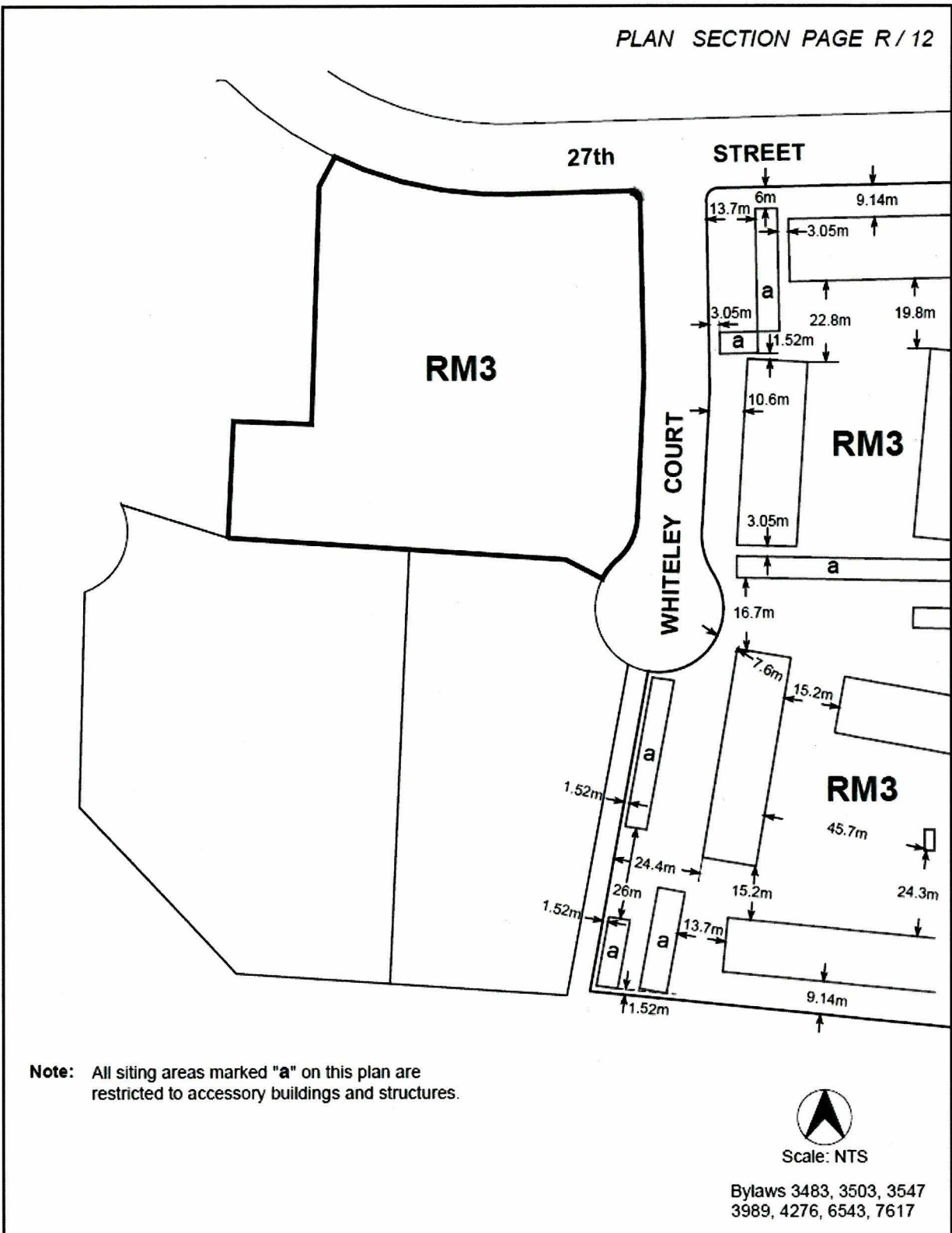
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Municipal Clerk

Schedule A to Bylaw 8327



Schedule B to Bylaw 8327



## The Corporation of the District of North Vancouver

### Bylaw 8328

A bylaw to waive Development Cost Charges

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

#### Citation

1. This bylaw may be cited as “Whiteley Court Seniors Affordable Rental Housing Development Cost Charge Waiver Bylaw 8328, 2018”.

#### Waiver

2. Development Cost Charges shall be reduced in relation to the Eligible Development proposed to be constructed as ‘Building B’ on the property described as Lot A, Block W, District Lot 2022, Plan 14661 (PID 007-756-925), and the Development Cost Charge rates for the Eligible Development are hereby set at zero.
3. For the purpose of this Bylaw “Eligible Development” means not more than 106 seniors affordable rental units to be constructed within “Building B” identified on the attached “Schedule A” to this bylaw, where the affordable rental rate structure is secured pursuant to a housing agreement under section 905 of the *Local Government Act* entered into between the registered owner of the Lands and the District, and pursuant to a section 219 covenant in form and substance approved by the District and registered in favour of the District against title to the Lands in priority to all financial charges.

**READ** a first time

**READ** a second time

**READ** a third time

**ADOPTED**

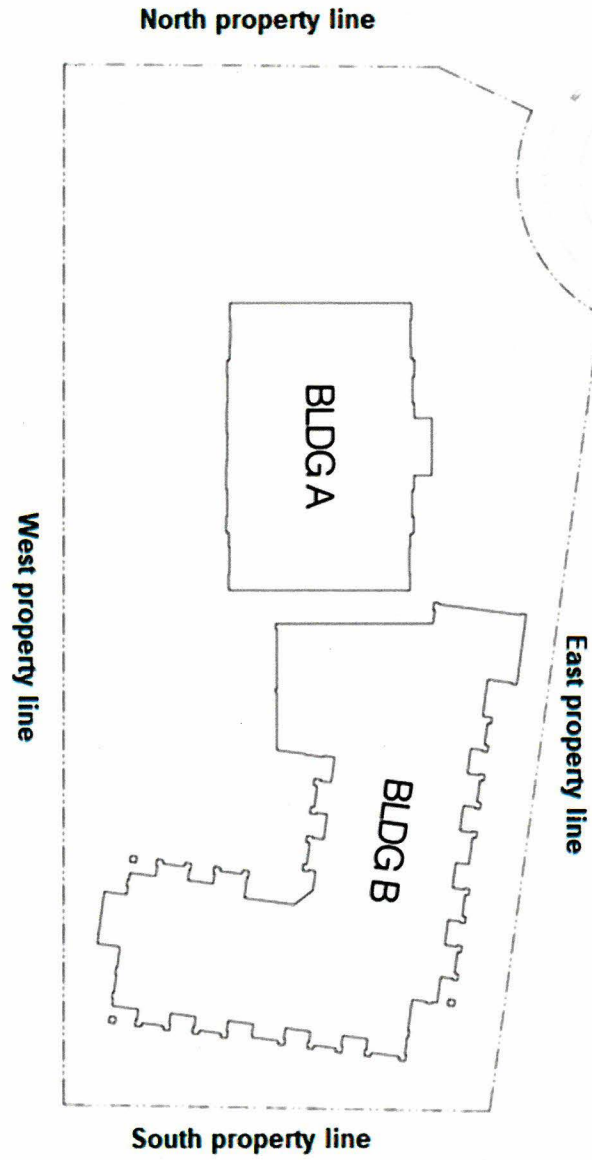
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

**Schedule A to Bylaw 8328**



**The Corporation of the District of North Vancouver**

**Bylaw 8329**

A bylaw to enter into a Housing Agreement  
(2555 Whiteley Court)

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

**Citation**

1. This bylaw may be cited as "Housing Agreement Bylaw 8329, 2018 (2555 Whiteley Court)".

**Authorization to Enter into Agreement**

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Kiwanis North Shore Housing Society substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:  
Parcel Identifier: 007-756-925 Lot A Block W District Lot 2022 Plan 14661

**Execution of Documents**

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

**READ** a first time

**READ** a second time

**READ** a third time

**ADOPTED**

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk

## **Schedule A to Bylaw 8329**

### **Housing Agreement (Rental Housing) section 219 Covenant**

THIS AGREEMENT dated for reference \_\_\_\_\_, 2018

BETWEEN:

**KIWANIS NORTH SHORE HOUSING SOCIETY**  
(Incorporation No. S0004376) a corporation incorporated under the laws of the Province of British Columbia with an office at 100 – 1975 21<sup>st</sup> Street, West Vancouver, BC V7T 1A2

("Kiwanis")

AND:

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

(the "District")

WHEREAS:

- A. Kiwanis is the registered owner in fee simple of lands in the District of North Vancouver, British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement (the "Land");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivision of land;
- C. Section 483 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Land; and
- D. Kiwanis 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 Kiwanis and other good and valuable consideration, the receipt and sufficiency of which Kiwanis 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) “75% Rental Rate” means for each Rent Controlled Seniors Rental Dwelling Unit:
  - (i) for the calendar year in which a certificate of final occupancy is issued for Building B by the District, 75% of the market rent for said Rent Controlled Seniors Rental Dwelling Unit as determined by an appraiser retained by the Owner and accepted by the Director in accordance with section 20; and
  - (ii) for each subsequent calendar year, an amount not greater than the rent for the preceding calendar year increased by the Annual Allowable Adjustment for such preceding calendar year,  
  
subject to adjustment under section 21;
- (b) “Annual Allowable Adjustment” means an increase in the 75% Rental Rate once each calendar year by the 12 month average percent increase in the Consumer Price Index plus 2% for the previous calendar year; provided that if the 12 month average percent change in the Consumer Price Index for any calendar year is less than zero then the affordable rent for the following year must not be increased, but may be decreased at the Owner’s discretion;
- (c) “Rent Controlled Seniors Rental Dwelling Units” means all Dwelling Units in Building B;
- (d) “Building A” means the 16 storey apartment building containing 204 No Rent Control Seniors Rental Dwelling Units and the Guest Suites, which said building is situated on the Land as shown on the sketch plan attached as Schedule “A” hereto;
- (e) “Building B” means the 6 storey apartment building containing the 106 Rent Controlled Seniors Rental Dwelling Units, which said building is to be constructed on the Land in accordance with the Development Covenant and the Zoning Bylaw;
- (f) “Buildings” means Building A and Building B;
- (g) “Consumer Price Index” means the all-items consumer price index published by Statistics Canada, or its successor in function, for Vancouver all items consumer price index
- (h) “Development Covenant” means the covenant under section 219 of the *Land Title Act* dated for reference \_\_\_\_\_ 2018 granted by Kiwanis to the District and registered at the LTO against the Land under number CA \_\_\_\_\_;

- (i) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;
- (j) “*Dwelling Unit*” means a room or set of rooms containing cooking and sanitary facilities and designed to be used for residential occupancy by one or more persons;
- (k) “*Eligible Person*” means a person of the age of at least 65 years;
- (l) “*Guest Suites*” means the 3 Dwelling Units in Building A which are more particularly identified in the Development Covenant;
- (m) “*Income Requirement*” means an aggregate annual household gross income that is less than or equal to \$71,200.00, adjusted once each calendar year by the 12 month average percent increase in the Consumer Price Index plus 2% for the previous calendar year (provided that if the 12 month average percent change in the Consumer Price Index for any calendar year is less than zero then the income threshold must not be increased), where said aggregate annual household gross income is established by way of true copies of the previous year’s income tax returns for each household member or individual who will reside in the Rent Controlled Seniors Rental Dwelling Unit; provided, however, a person will be deemed not to meet the Income Requirement if the Owner has reasonable grounds to believe that such person is not in need of subsidized housing (e.g. seniors with a substantial assets) even if such person would otherwise meet the criteria set out above;
- (n) “*Land*” has the meaning given to it in Recital A hereto;
- (o) “*LTO*” means the Lower Mainland Land Title Office and any successor of that office.
- (p) “*No Rent Control Seniors Rental Dwelling Units*” means all Dwelling Units in Building A, other than the Guest Suites;
- (q) “*Owner*” means the person or persons registered in the LTO as owner of the Land, or of any parcel into which the Land is consolidated or subdivided, whether in that person’s own right or in a representative capacity or otherwise;
- (r) “*Rent Controlled Seniors Rental Dwelling Units*” means all Dwelling Units in Building B;
- (s) “*Rental Dwelling Units*” means collectively the Rent Controlled Seniors Rental Dwelling Units and the No Rent Control Seniors Rental Dwelling Units;
- (t) “*Subdivided*” means the division of land into two or more parcels by any means, including by deposit of a subdivision, reference or other plan under the *Land Title Act*, lease, or deposit of a strata plan or bare land strata plan under the *Strata*

*Property Act* (including deposit of any phase of a phased bare land strata plan) or by way of fractional interests, leases or otherwise;

- (u) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw 8041 (No. 1307, 2014); and
  - (v) “*Zoning Bylaw*” means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.
2. **Restrictions on Use and Occupation** - No part of the Land may be used or built upon and no buildings or structures on or to be built upon the Land shall be used or occupied unless the Owner is in full compliance with its obligations hereunder.
  3. **Covenants Regarding Use and Development** - The Land must not be used or developed for any purpose other than for two apartment buildings containing only the Rental Dwelling Units and uses ancillary thereto.
  4. **Subdivision Restriction** – The Land may be not be Subdivided, and no building on the Land may be Subdivided under the *Strata Property Act* or by way of fractional interests, leases or otherwise.
  5. **Rent Controlled Seniors Rental Dwelling Units** – The development on the Land must contain not less than 106 Rent Controlled Seniors Rental Dwelling Units, all of which must be located in Building B.
  6. **No Rent Control Seniors Rental Dwelling Units** – The development on the Land must contain not less than 204 No Rent Control Seniors Rental Dwelling Units, all of which must be located in Building A.
  7. **Guest Suites** – The Guest Suites may not be used for any purpose whatsoever save and except for the purpose of providing short term accommodation for visitors of residents in the Buildings.
  8. **Kiwanis** – For so long as Kiwanis is the Owner, sections 14 to 19 shall not apply and shall be of no force and effect, but all other provisions in this Agreement shall apply. If Kiwanis is not the Owner, then sections 9 to 13 shall not apply and shall be of no force and effect, but all other provisions in this Agreement shall apply.
  9. **No Rent Control Seniors Rental Housing** – The No Rent Control Seniors Rental Dwelling Units may not be used for any purpose whatsoever save and except for the purpose of rental accommodation to Eligible Persons.
  10. **Rent Controlled Seniors Rental Housing** – The Rent Controlled Seniors Rental Dwelling Units will not be used for any purposes whatsoever save and except for the purpose of providing rental accommodation to Eligible Persons meeting the Income Requirement.

11. **Building A Occupancy Restriction** – No Dwelling Unit in Building A, other than a Guest Suite, may be occupied except by the following:
  - (a) an Eligible Person pursuant to a residential tenancy agreement; and
  - (b) one other individual who is living in a single domestic unit with the Eligible Person referred to in subsection 11(a).
12. **Building B Occupancy Restriction** – No Dwelling Unit in Building B may be occupied except by the following:
  - (a) an Eligible Person meeting the Income Requirement pursuant to a residential tenancy agreement that complies with section 13; and
  - (b) one other individual who is living in a single domestic unit with the Eligible Person referred to in subsection 12(a) provided that the combined income of both is included in the determination of eligibility under the Income Requirement.
13. **Tenancy Agreements for Rent Controlled Seniors Rental Dwelling Units** – The Owner shall not suffer, cause or permit occupancy of any Rent Controlled Seniors Rental Dwelling Unit except pursuant to a residential tenancy agreement that:
  - (a) does not require payment of rent or any other consideration directly or indirectly that exceeds the 75% Rental Rate for the unit;
  - (b) does not require the rent to be prepaid at an interval greater than monthly;
  - (c) prohibits the tenant from subletting the unit, assigning the tenancy agreement, or operating the unit on a short term rental basis (less than one month), except to the extent that the *Residential Tenancy Act* restricts or prohibits such prohibitions;
  - (d) requires the tenant to provide within 30 days of demand true copies of the most recent filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of the unit; and
  - (e) contains a provision that, if the tenant ceases to qualify for the Rent Controlled Seniors Rental Dwelling Unit because he or she no longer meets the Eligibility Requirement, the Owner may end the tenancy agreement by giving the tenant a clear month's notice to end the tenancy in accordance with section 49.1 of the *Residential Tenancy Act* (or successor legislation).
14. **No Rent Control Seniors Rental Housing** – The No Rent Control Seniors Rental Dwelling Units may not be used for any purpose whatsoever save and except for the purpose of rental accommodation to Eligible Persons pursuant to arm's length month-to-month residential tenancy agreements or arm's length residential tenancy agreements with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).

15. **Rent Controlled Seniors Rental Housing** – The Rent Controlled Seniors Rental Dwelling Units will not be used for any purposes whatsoever save and except for the purpose of providing rental accommodation to Eligible Persons meeting the Income Requirement pursuant to arm’s length month-to-month residential tenancy agreements or residential tenancy agreements with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted), where said tenancy agreements comply with all of the requirements of Section 18.
16. **Building A Occupancy Restriction** – No Dwelling Unit in Building A, other than a Guest Suite, may be occupied except by the following:
- (a) an Eligible Person pursuant to a residential tenancy; and
  - (b) one other individual who is living in a single domestic unit with the Eligible Person referred to in subsection 16(a).
17. **Building B Occupancy Restriction** – No Dwelling Unit in Building B may be occupied except by the following:
- (a) an Eligible Person meeting the Income Requirement pursuant to a residential tenancy agreement that complies with sections 18; and
  - (b) one other individual who is living in a single domestic unit with the Eligible Person referred to in subsection 17(a) provided that the combined income of both is included in the determination of eligibility under the Income Requirement.
18. **Tenancy Agreements for Rent Controlled Seniors Rental Dwelling Units** – The Owner shall not suffer, cause or permit occupancy of any Rent Controlled Seniors Rental Dwelling Unit except pursuant to a residential tenancy agreement that:
- (a) is entered into by the Owner and, as tenant, a person at arm’s length from the Owner. For the purpose of this Agreement, “at arm’s length” means:
    - (i) not in any other contractual relationship with the Owner or any director, officer or other senior employee of the Owner;
    - (ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner;
    - (iii) not employed by any corporate entity that is an affiliate of the Owner, as that term is defined in the *British Columbia Business Corporations Act* as of the date of this Agreement,

provided that the Director may, in its sole discretion, relax the restrictions contained in this subsection 18(a) upon the written request of the Owner on a case-by-case basis. Any such relaxation in relation to any particular residential tenancy agreement is not to be construed as or constitute a waiver of the

requirements in relation to any other residential tenancy agreement. No relaxation of the restrictions in this subsection 18(a) will be effective unless it is granted in writing by the Director prior to the execution and delivery of the residential tenancy agreement to which the relaxation relates;

- (b) does not require payment of rent or any other consideration directly or indirectly that exceeds the 75% Rental Rate for the unit;
- (c) does not require the rent to be prepaid at an interval greater than monthly;
- (d) prohibits the tenant from subletting the unit, assigning the tenancy agreement, or operating the unit on a short term rental basis (less than one month), except to the extent that the *Residential Tenancy Act* restricts or prohibits such prohibitions;
- (e) requires the tenant to provide within 30 days of demand true copies of the most recent filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of the unit; and
- (f) contains a provision that, if the tenant ceases to qualify for the Rent Controlled Seniors Rental Dwelling Unit because he or she no longer meets the Eligibility Requirement, the Owner may end the tenancy agreement by giving the tenant a clear month's notice to end the tenancy in accordance with section 49.1 of the *Residential Tenancy Act* (or successor legislation).

19. **Duty to Account and Report** – In addition to the other covenants and obligations to be performed by the Owner hereunder, the Owner covenants and agrees that it will:

- (a) keep or cause to be kept separate true and accurate records and accounts in accordance with generally accepted accounting principles regarding the rental income earned from the Rent Controlled Seniors Rental Dwelling Units; and
- (b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Rent Controlled Seniors Rental Dwelling Units.

20. **Initial Determination of 75% Rental Rates** – Building B shall not be occupied and the Owner shall not apply for a certificate of occupancy in respect of Building B unless and until:

- (a) the Owner has obtained and delivered to the District an appraisal from an independent third party appraiser with an AAIC designation and with experience on conducting residential rental appraisals in the District of North Vancouver, the City of North Vancouver and the District of West Vancouver (the "North Shore") to determine the then current market rents for each of the Rental Controlled Seniors Rental Dwelling Units; and
- (b) the Director, acting reasonably, has accepted said market rents.

21. **Adjustment of 75% Rental Rate** – Not more than once every five years the District may request in writing that the Owner obtain an appraisal from an independent third party appraiser with an AAIC designation and with experience on conducting residential rental appraisals on the North Shore to determine the then current market rents for rental buildings on the North Shore of similar quality to Building B in its then current state of repair (the “Estimated Market Rent”). The Owner must obtain said appraisal at its cost within 3 months of said written request. If 75% of the Estimated Market Rent is less than then current 75% Rental Rate then the 75% Rental Rate will be reduced accordingly. If the District disputes the appraisal by notice in writing to the Owner delivered within 30 days after receipt of the said appraisal, then the Estimated Market Rent will be determined by arbitration pursuant to section 23.
22. **Twenty Year Adjustment** – From and after the date that is 20 years after the day that an occupancy certificate is issued by the District for Building B, this Agreement will automatically be modified as follows:
- (a) Sections 1(a) will be deleted and replaced with the following new section 1(a)
- “1(a) “80% Rental Rate” means for each Rent Controlled Seniors Rental Dwelling Unit:
- (i) 80% of the market rent for said Rent Controlled Seniors Rental Dwelling Unit as determined by an appraiser retained by the Owner and accepted by the Director in accordance with section 20; and
- (ii) for each subsequent calendar year, an amount not greater than the rent for the preceding calendar year increased by the Annual Allowable Adjustment for such preceding calendar year,
- subject to adjustment under section 21;” and
- (b) the words “75% Rental Rate” wherever they appear in the agreement will be deleted and replaced with the words “80% Rental Rate”.
23. **Dispute Resolution** – If the District delivers a dispute notice pursuant to section 21, the determination of the Estimated Market Rent shall be referred to a single arbitrator or (with the consent of the parties) a mutually acceptable appraisal expert. The determination made by the arbitrator or expert shall be final and binding. The District and the Owner shall share the costs of the arbitration and the arbitrator, or expert appraisal, in equal shares. The provisions of this clause shall be deemed to be a submission to arbitration within the provisions of the *Commercial Arbitration Act* provided that any limitation on the remuneration of the arbitrator imposed by such legislation shall not be applicable.
24. **Statutory Declaration** – Within thirty days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule “B”, 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.

25. **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.
26. **Modification Procedure** – Minor modifications to this Agreement may be considered and approved by the Director in his or her discretion. The Director in his or her discretion shall determine whether or not a proposed modification is “minor”. All approvals must be in writing.
27. **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.
28. **Cost** – The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District’s administration costs (as determined by the District’s charge out rate for District staff time) in connection with any enforcement, modifications or discharges and partial discharges of this Agreement or any agreements contemplated in this Agreement from time to time.
29. **Interpretation** – In this Agreement:
  - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
  - (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;

- (d) reference to the “Land” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
- (e) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (f) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
- (g) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced;
- (h) time is of the essence;
- (i) all provisions are to be interpreted as always speaking;
- (j) reference to a “party” is a reference to a party to this Agreement and the their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
- (k) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;
- (l) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (m) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (n) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be performed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the “sole discretion” of a party or person may be performed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.

30. **Notice** – Any notice, request or demand required or permitted to be given hereunder will be sufficiently given only if personally delivered (including by nationally recognized courier, with signature obtained upon delivery) or mailed by prepaid registered post as follows:

- (a) to the District at:

355 West Queens Street  
North Vancouver, BC V7N 4N5  
Attention: Director, Planning Permits and Bylaws

(b) to the Owner at:

100 – 975 21<sup>st</sup> Street  
West Vancouver, BC V7V 0B5

Attention: President

Any notice sent by registered mail will be deemed to have been received four business days after the date of mailing, and any notice delivered personally will be deemed to have been received on the date of actual delivery if delivered before 4:00 p.m. on a business day and otherwise on the next business day. Any party may change its address for notices hereunder by giving notice of the new address to the other party in accordance with this section. If the postal service is interrupted or is substantially delayed, any notice, demand, request or other instrument must be personally delivered.

31. **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.
32. **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.
33. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
34. **No Effect on Laws or Powers** – This Agreement and the Owner's contributions, obligations and agreements set out in this Agreement do not:
  - (a) affect or limit the discretion, rights, duties or powers of the District or the Approving Officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of the Land;
  - (b) impose on the District or the approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
  - (c) affect or limit any enactment relating to the use, development or subdivision of the Land; or

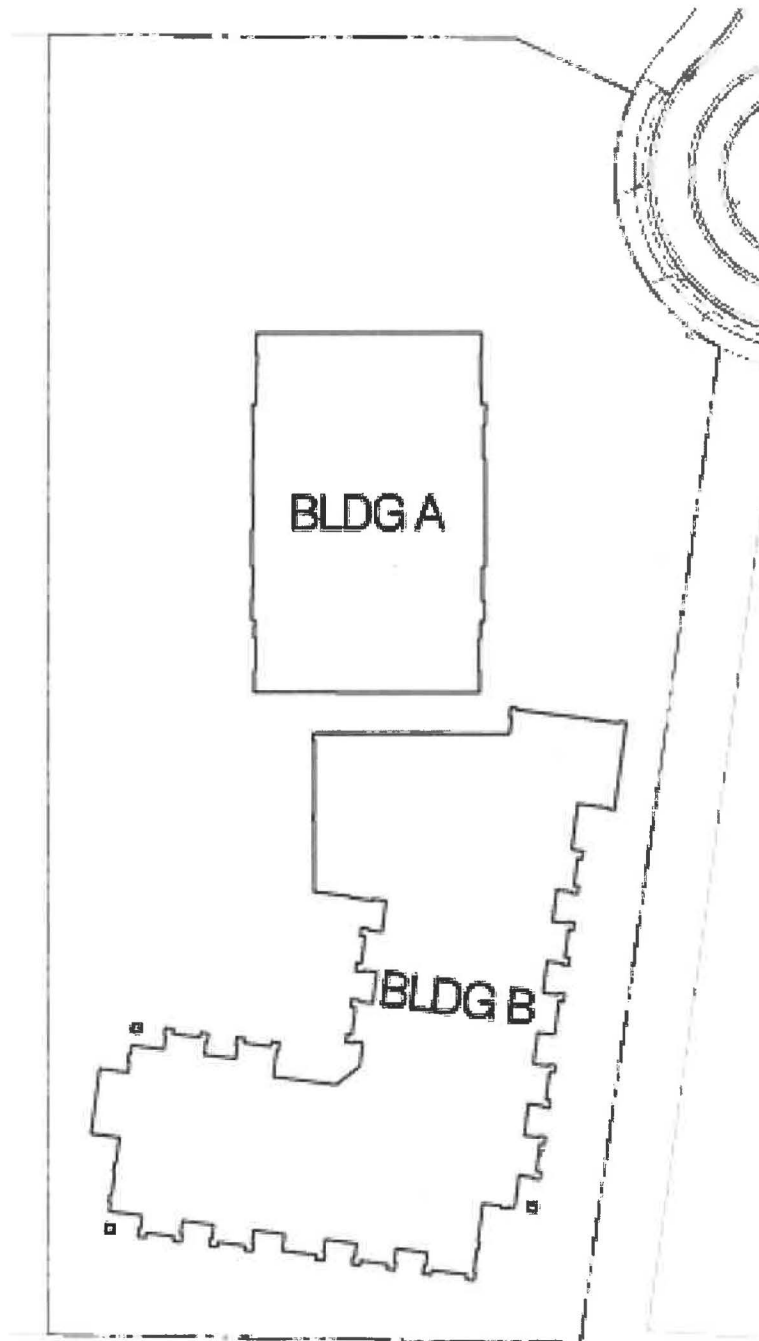
- (d) relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Land.
35. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
36. **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.
37. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Land.
38. **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 Dwelling Unit; and
  - (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
39. **Limitation on the 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.
40. **Further Acts** - the Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
41. **Joint Obligations of the 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.
42. **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.

43. **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.
44. **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.
45. **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"**

**Location of Building A**



## Schedule "B"

### Statutory Declaration

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

I, \_\_\_\_\_, of \_\_\_\_\_, British Columbia, do solemnly declare:

1. That I am the Owner of the Land legally described as [insert legal] and make this declaration to the best of my personal knowledge.

[or]

That I am the \_\_\_\_\_ (director, officer, employee) of the Owner of the Land legally described as [insert legal] and [make this declaration to the best of my personal knowledge] [have been informed by \_\_\_\_\_ and believe the statement in this declaration to be true].

2. This declaration is made pursuant to the Housing Agreement in respect of the Land.
3. For the period from \_\_\_\_\_ to \_\_\_\_\_, all Dwelling Units on the Land were occupied by Eligible Persons, as that term is defined in the Housing Agreement, whose names and addresses appear below, pursuant to residential tenancy agreements complying with the Housing Agreement.

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

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  
)

BOB HEASLIP

## DEVELOPMENT PLANNING STRATEGIES

### KIWANIS LYNN WOODS SENIORS DEVELOPER'S PUBLIC INFORMATION MEETING

#### MEETING SUMMARY REPORT

- Meeting Date:** May 16, 2018  
**Time:** 7:15 pm – 8:30 pm
- Location:** Kiwanis Lynn Manor  
 2555 Whiteley Court, North Vancouver
- Attendance:** Approximately 30 community members, with 22 attendees signing in. The difference between the attendance count and actual sign in, appeared to be Kiwanis residents choosing not to sign in.
- Meeting Purpose:** As requested by the District of North Vancouver for the Formal Rezoning Application - Kiwanis Lynn Woods non-profit below market rental apartments for seniors, 2555 Whiteley Court, North Vancouver:
- To present proposed development details to community participants;
  - To provide an opportunity for community participants to ask questions, and the project team to receive comments and suggestions about the proposed development.
- Notification:** By 2 newspaper advertisements in the North Shore News, May 9 & 11th, direct pamphlet delivery to adjacent properties as specified by a District provided location map, and by a site sign, both completed 2 weeks prior to the Information Meeting, all in accordance with District of North Vancouver requirements.
- Project Team:**
- Patrick McLaughlin (PM), President Kiwanis North Shore Housing Society (KNSHS)
  - Greg Voute (GV), RLA Architects (RLA)
  - Jocelle Smith (JS), ETA Landscape Architects (ETA)
  - Dan Ross (DR), Bunt & Assoc's Traffic Engineers (BA)
  - Joffre Pomerleau (JP), Innovative Housing Consultants (IHI)
  - Nola Tonkin (NT), IHI

**District of North Vancouver:**

- Robyn Hay (RH), Development Planner, (DNV)
- Kent MacDougall, Development Planner, DNV

**Facilitator:** Bob Heaslip (BH), Development Planning Strategies (DPS)

**Overview:**

Participants were welcomed at the room entry by IHI staff, requested to sign in, and were provided with comment sheets. They were advised that they could complete the comment sheets, and then deposit them in a secure box at the sign in table or submit them later to District staff.

Participants were also directed to refreshments and the display boards which were located in the entry area, outside the meeting room. They were also advised there would be a formal presentation by the proponent team at around 7:00 pm.

**Project Presentation**

The presentation portion of the meeting was delayed due to the absence of the Architect and a memory stick for the presentation. As an alternative, display boards were put in place and the presentation began at 7:15 pm with introductions of the project team by Bob Heaslip, including PM, DR, JP, and NT, as well as the DNV representative RH. BH apologized for the meeting start delay, and thanked everyone for their patience.

He then outlined how the meeting would proceed, using presentation boards by the proponent, and the consultant team providing project information. Attendees were requested to hold questions until after the presentation.

This Developer's Public Information Meeting was intended to present the proposed development concept to community members in conjunction with a Development Application previously submitted to the District of North Vancouver. It was also intended to provide an opportunity to community members to ask clarifying questions, and comment on the proposal. BH requested that participants be respectful of each other's questions, comments and opinions.

PM provided background on the Kiwanis North Shore Seniors Housing Society, indicating that it had been serving seniors in need of below market independent seniors rental housing on the North Shore since 1948. Kiwanis is a non-profit society run by a volunteer Board of Directors supported by full time employees and a Property Management Company.

PM summarized the Kiwanis philosophy as focusing on the comfort, safety and wellbeing of its residents serving local seniors of low or modest income. In addition, Kiwanis partners with BC Housing, and the North Shore Municipalities in the provision of additional housing units whenever possible.

PM then provided an overview of the site location and characteristics, the project statistics, design details including building materials, floor and unit details, indoor and outdoor amenity areas, parking and the intent of the proposed development to complement the adjacent renovating Lynn Manor tower, to form a Village atmosphere. JS then presented the landscape vision and scheme, including the main entry, yards and special landscape features, amenity areas, pedestrian improvements and connections between the two buildings, and in and around the site.

At the conclusion of the presentation BH indicated that he would appreciate people raising their hands to ask questions, and that he would do his best to identify the order of hands raised. He noted that were 2 team members with microphones to take individual questions and comments for all to hear.

### **Dialogue**

Following the 30 minute presentation, BH then opened the question and answer portion of the meeting that lasted 45 minutes. Nola Tonkin recorded the Questions and Answers, and the following summarizes the dialogue that occurred.

#### **Dialogue:**

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

Q What are the age requirements for tenants?

A 65 years of age and older.

Q What is the square footage of the new units?

A Approximately 535 sq. ft.

Q Are pets allowed in the units?

A As with Lynn Manor, there is a no pet policy for all units.

Q Is there a raised sidewalk?

A Crosswalks on the property are raised for traffic calming purposes, and the sidewalks are slightly higher but pedestrian accessible and harder for cars to mount the curbing.

Q Will there be an auditorium as originally in Lynn Manor?

A No, that auditorium was removed several years ago as it was underutilized. However, the new multi-use Great Hall will serve a similar role.

Q What will happen to the current Keep Well Program?

- A It will still be accommodated, and located in Lynn Woods.
- Q Will the Keep Well Program have to move during construction?
- A No, the program can remain in Lynn Manor during construction, and move to the Great Hall when it is completed for occupancy.
- Q Why is the new building being built in wood and not concrete?
- A Woodframe construction costs are 30% less than concrete construction costs, and as Kiwanis is a non-profit society that relies completely on volunteers and on its own funds, it couldn't afford the extra costs.
- Q Based on your meeting with the neighbouring Co-op housing, what were their comments?
- A The Co-op comments, as well as Branches, our other immediate neighbour, were very supportive of this proposal.
- Q What is the timeframe for completion of this project?
- A The Rezoning process is anticipated to be completed Spring 2019, construction start June 2019 for 18 months, with a potential January 2021 occupancy.
- Q How poor do you have to be to qualify?
- A To qualify to live in Kiwanis you must be 65 years of age, resided in BC for the last 12 months, have a yearly income less than \$40,000 for a single person and less than \$60,000 for a couple, with assets not exceeding \$400,000. This and other requirements are listed on the Kiwanis website.
- Q When can one apply to live here?
- A One can apply at any time for Lynn Manor, and 6 months prior to completion of Lynn Woods.
- Q What happens if my tenant parking is displaced during construction?
- A The Kiwanis Board is working on finding alternative arrangements for existing parking that could be altered during construction, and also looking at ways to stage construction to minimize parking disruption.
- C/Q I'm concerned about the existing 27th St. and Whiteley Court flashing amber crosswalk light. It is a pedestrian hazard with 2 deaths in the last few years. Can this be resolved as part of this development?
- A Both of these concerns can be brought to the District Engineering and Planning Departments as part of the area's discussions for traffic and safety improvements.

C/Q There is an existing danger for pedestrians with concrete trucks at the former library site in and around that crosswalk, and driving up over the curb. Can this project deal with this issue?

A The construction company must create a construction vehicle management plan and trade parking plan to minimize neighbourhood parking impact, traffic congestion and safety. You can also speak to the Developer's Site Supervisor about such careless actions, and phone the District Planning and Engineering Departments to raise these incidents.

C/Q There are a number of construction projects in the area with more coming. This will result in more trucks and traffic disruption. Can all this construction be coordinated?

A Yes, and the project's Construction Management Plan is prepared and coordinated with District staff, who are aware of surrounding projects and their Construction Management Plans, and can help sync all plans.

C I was raised, and now as a young adult live on the North Shore, and I am very thankful to Kiwanis for the housing they provide for current Seniors residents, as well as the future Seniors population that will serve my generation. I am also pleased with the building design.

A Thank you for your support, and Kiwanis currently has and manages 640 below market seniors rental apartments in 7 buildings on the North Shore.

Q What is the difference between woodframe buildings and concrete buildings?

A The useful life span of well maintained woodframe buildings is 70 - 75 years, while well maintained concrete buildings can last up to 15 to 25 years longer.

Q Was that a Kiwanis residence at 12th and St. Georges and why was it sold?

A Yes that was a 65 year old Kiwanis building. As mentioned earlier Kiwanis is a non-profit society, and with new development being so expensive, the sale of that building will fund this new project providing newer and more units.

C I am a Kiwanis resident who ran into financial difficulties and am so thankful that Kiwanis was able to help me. I hope everyone is aware that Kiwanis is able to house seniors with sudden low income problems. I ask the District to get this project moving quickly.

Q Why is the proposal for only 6 storeys and not more?

A It was a matter of what Kiwanis could afford to build, and with woodframe construction, the Building Code for safety purposes restricts woodframe to 6 storeys in height.

- C In terms of future projects, PM noted that Kiwanis is always watching for future property purchase options and opportunities.

### **Community Comment Sheets**

2 comment sheets in support of the project were completed and deposited in the comment box. As per the District provided Comment Sheet, an approximate 2 week period was provided for submission of any completed forms. By the close date of June 1, 2018, no additional completed forms were received by BH, however any additional sheets received by District staff will be forwarded to Council.

### **Conclusion**

The meeting comments were constructive, in particular with comments about nearby traffic and pedestrian safety an important issue. The majority of the questions related to the type of construction chosen, the nature of the units and the operation and rules for the new facility. There was a broad indication of support for the proposal and the work in support of seniors carried out by Kiwanis. All questions were responded to by the project team, and District staff as appropriate.

BH reminded participants to complete the Comment Sheets and either leave them at the table by the entry, or mail or email them to Robyn Hay at the District. He also noted that to stay informed about the District project process, community members can access the District website, or if there were any further questions or input, to contact RH at the District Development Planning Dept.

Opinions expressed to Council on the proposed Kiwanis project, either by letter or in person, are encouraged as they help Council gauge the depth of community attitude towards a project.

The next direct input opportunity after tonight is at a Public Hearing in front of District Council. That date will be confirmed on the website, by news ads, and individual notices of the date and time will be mailed by the District to nearby neighbours in advance of the Hearing.

BH thanked everyone attending, and for attending, as well as their comments and questions about the project and process. BH stated he would be preparing a meeting summary report for submission to the District of North Vancouver to be included as part of the Development Application staff report for Council.

With no further questions from participants, the meeting adjourned at 8:30 pm.

### **Attachments:**

- Sign in Sheets (completed) & Comment Sheets (2 Received to date)
- Flyer

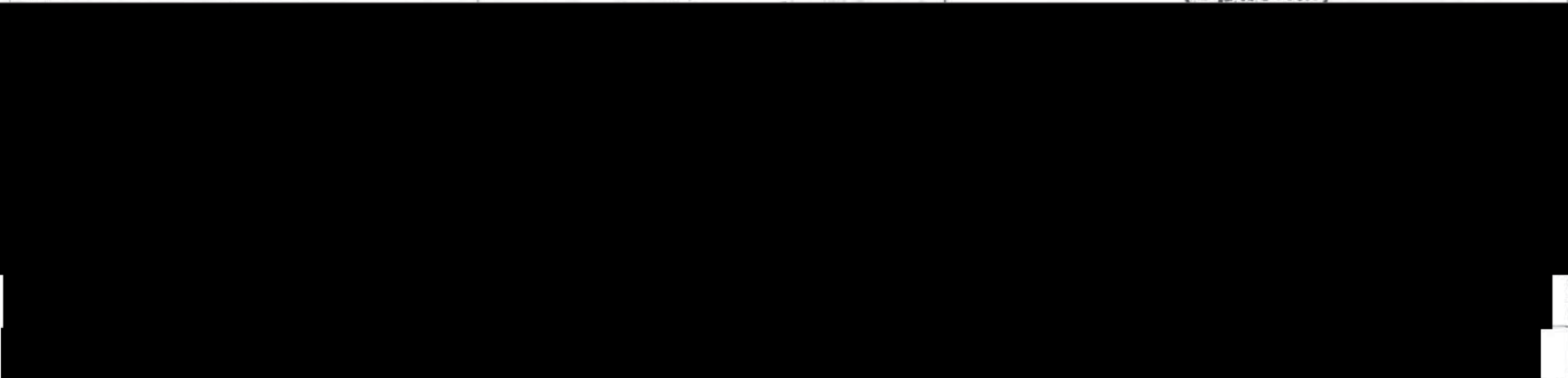
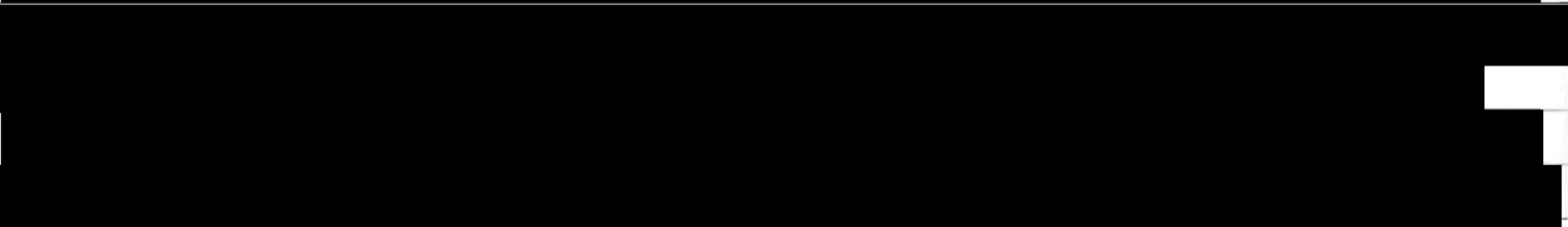
***Kiwanis North Shore Housing Society, Lynn Woods Developer's Public Information Meeting May 16, 2018  
Facilitator Summary June 01, 2018 FINAL***

- North Shore News Ad
- Site Sign
- 2 Support Letters

*Prepared by Bob Heaslip, June 01, 2018*

***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.***


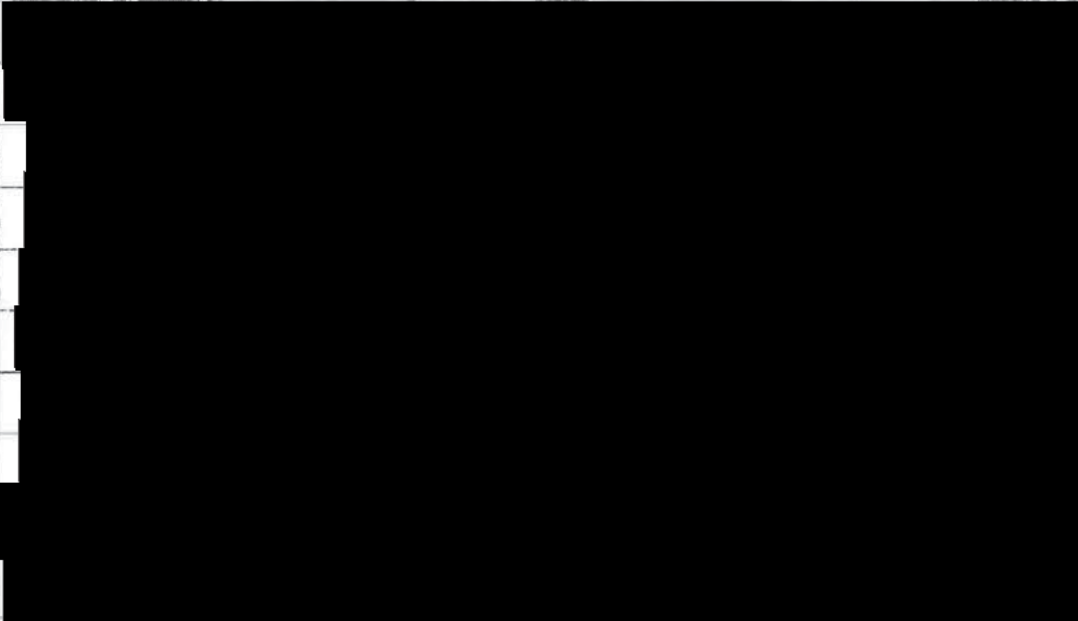










**Kiwanis Lynn Manor  
2555 Whiteley Court  
Public Information Meeting – May 16, 2018  
SIGN-IN SHEET**

NAME	ADDRESS	EMAIL (Optional)
		
		

The personal information collected on this form is done so pursuant to the *Community Charter* and/or the *Local Government Act* and in accordance with the *Freedom of Information and Protection of Privacy Act*. The personal information collected herein will be used only for the purpose of this public consultation process unless its release is authorized by its owner or is compelled by a Court or an agent duly authorized under another Act.

Further information may be obtained by speaking with The District of North Vancouver's Manager of Administrative Services at 604-990-2207.

**Kiwanis Lynn Manor  
2555 Whiteley Court  
Public Information Meeting – May 16, 2018  
SIGN-IN SHEET**

NAME	ADDRESS	EMAIL (Optional)
		
		
		
		
		
		
		
		
		
		

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**Kiwanis Lynn Manor  
2555 Whiteley Court  
Public Information Meeting – May 16, 2018  
SIGN-IN SHEET**

[illegible]

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Further information may be obtained by speaking with The District of North Vancouver's Manager of Administrative Services at 604-990-2207.

COMMENT SHEET  
The District of North Vancouver

**PROPOSAL:** 2555 Whiteley Court - Rezoning with Development Permit (6 storey building accommodating 106 affordable rental units for seniors)

To help us determine neighbourhood opinions, please provide us with any input you have on this project (feel free to attach additional sheets):

Please add with more  
spaces for seniors

Your Name

Please check this box if you desire your contact information to be available to the applicant: ☐

The personal information collected on this form is done so pursuant to the *Community Charter* and/or the *Local Government Act* and in accordance with the *Freedom of Information and Protection of Privacy Act*. The personal information collected herein will be used only for the purpose of this public consultation process unless its release is authorized by its owner or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with The District of North Vancouver's Manager of Administrative Services at 604-990-2207.

Please return, by mail or email by June 1, 2018 to:

Robyn Hay

Tel: 604-990-2369

District of North Vancouver - Community Planning Department

355 West Queens Road, North Vancouver, BC V7N 4N5

Email: hayr@dnv.org

COMMENT SHEET  
The District of North Vancouver

**PROPOSAL:** 2555 Whiteley Court - Rezoning with Development Permit (6 storey building  
accommodating 106 affordable rental units for seniors)

To help us determine neighbourhood opinions, please provide us with any input you have on this  
project (feel free to attach additional sheets):

I LOVE THIS BUILDING, AND PROUD TO LIVE  
HERE! GREAT WORK BY KIWANIS

Your Name

Street Address

Please check this box if you desire your contact information to be available to the applicant: ☒

The personal information collected on this form is done so pursuant to the *Community Charter* and/or the *Local Government Act* and in accordance with the *Freedom of Information and Protection of Privacy Act*. The personal information collected herein will be used only for the purpose of this public consultation process unless its release is authorized by its owner or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with The District of North Vancouver's Manager of Administrative Services at 604-990-2207.

Please return, by mail or email by June 1, 2018 to:

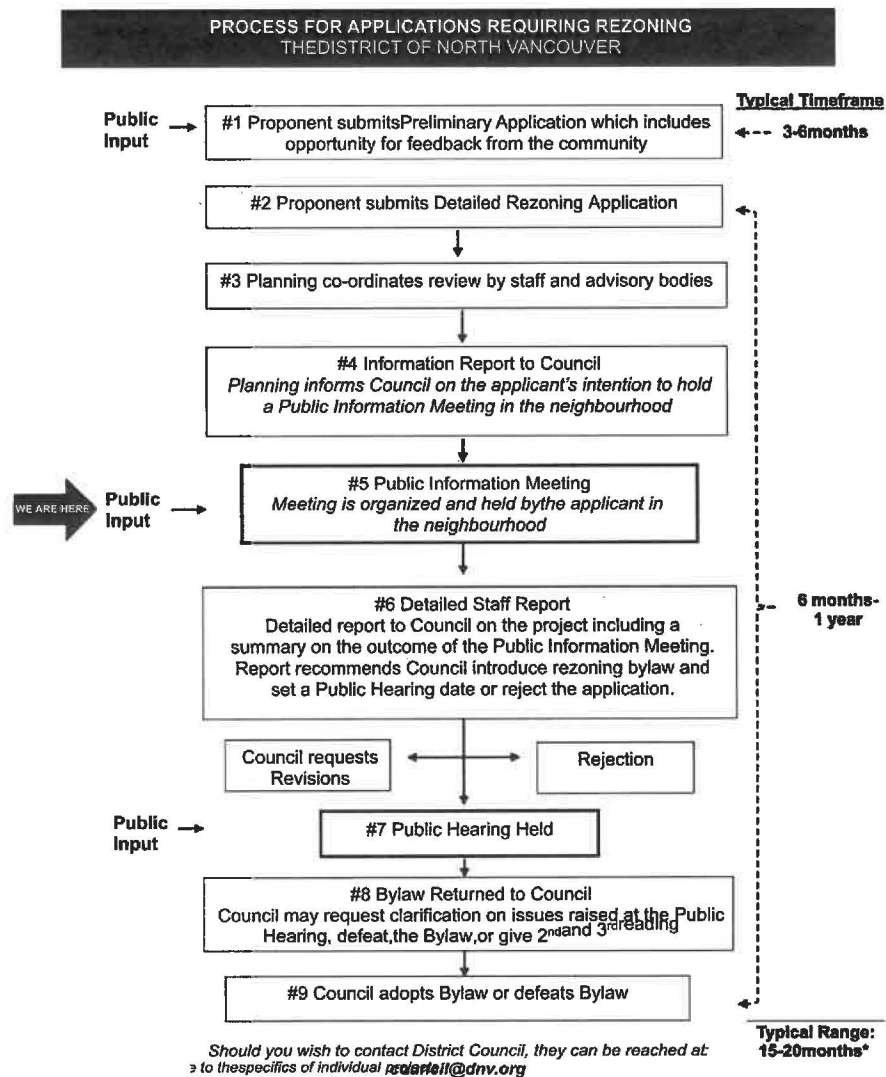
Robyn Hay

Tel: 604-990-2369

District of North Vancouver - Community Planning Department

355 West Queens Road, North Vancouver, BC V7N 4N5

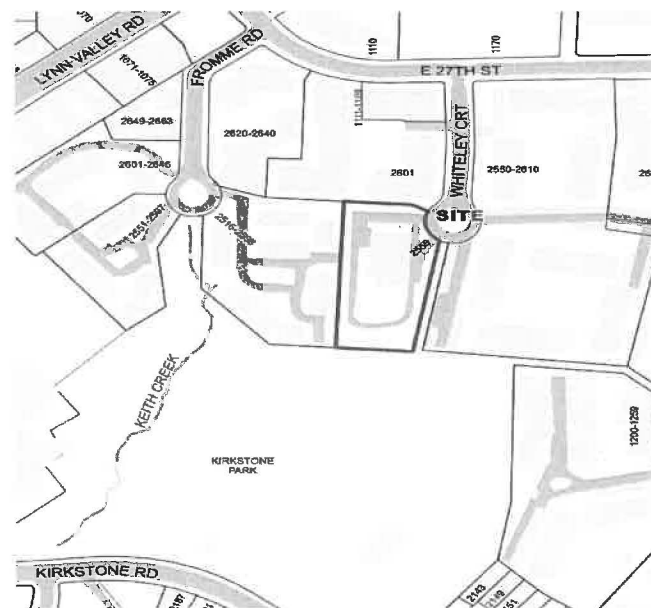
Email: hayr@dnv.org



Document: 3181034

## Notice of a Developer's Public Information Meeting in Your Neighbourhood

**Kiwanis North Shore Housing Society is hosting a Public Information Meeting to present its development proposal for a 6-storey wood frame building over underground parking at 2555 Whiteley Court that will provide non-profit below market rental apartments for Seniors.**



**This information flyer is being distributed to the owners and occupants within 100 metres of the proposed development site (area highlighted in red above) in accordance with District of North Vancouver policy.**

## **Meeting Time and Location:**

**Wednesday, May 16, 2018**

**7:00pm - 8:30pm**

**Kiwanis Lynn Manor, Ground Floor  
2555 Whiteley Court**

## **Meeting Agenda**

**Doors open: 7:00pm**

**Presentation: 7:15pm – 7:35pm**

**Open House Discussion 7:35pm – 8:30pm**

**Refreshments provided**

**For further information, please contact:**

**Joffre Pomerleau**

**Innovative Housing Consultants Inc.**

**604-717-6500**

**Robyn Hay**

**District of North Vancouver Planning Department**

**604-990-2369**

## **The Proposal**

Kiwanis North Shore Housing Society proposes to build a 6-storey building over one level of underground parking adjacent to its Lynn Manor building at 2555 Whiteley Court. It will provide non-profit below-market rental accommodations for seniors.

The proposal is for 106 one bedroom apartments in the new building, plus renovation of the first floor of the existing tower to include 4 additional one bedroom units, for a total of 110 new units. 74 new underground parking spaces are proposed to be provided, for a total of 133 spaces.

The site will continue to be accessed and exited from the existing Lynn Manor driveways off Whiteley Court.

The entrance to the site will be upgraded to improve its look and traffic flow, and the new building will share a reconfigured front pedestrian entrance with the existing Lynn Manor.

The proposal also includes improvements to the adjacent park pedestrian connections presently used by District of North Vancouver residents.



## **Kiwanis North Shore Housing Society Developer's Public Information Meeting**

**Proposal:**

**6-Storey Non-Profit  
Below Market Rental  
Residence for  
Seniors**

**Meeting time and location:**

**7:00 pm,  
Wednesday, May 16, 2018  
Kiwanis Lynn Manor,  
Ground Floor  
2555 Whiteley Court**



**Kiwanis North Shore Housing Society c/o  
Innovative Housing Consultants Inc.  
604-717-6500**



This meeting is a requirement of the District of North Vancouver as part of its regulatory process.



May 11, 2018

Mayor and Council  
District of North Vancouver  
355 West Queens Road  
North Vancouver, BC V7N 4N5

**RE: Letter of Support for Kiwanis Manor Development Project**

On behalf of Parkgate Community Services Society, I am pleased to provide support for the Kiwanis North Shore Housing Society's proposal to build a 6-storey building adjacent to its existing Lynn Manor at 2555 Whitely Court in North Vancouver. Our Society is in full support of this project as it plans to create 110 new units of below-market rental accommodations for seniors.

I understand that the proposal also includes renovations to its existing Lynn Manor building as well as improvements to the adjacent park pedestrian connections. These additional enhancements will greatly improve the look and feel of the community as well as improve the quality of life for the existing residents.

As a not-for-profit charitable organization in the District of North Vancouver providing services to seniors in the Seymour community, we strongly believe in the creation of more affordable housing for our senior population. We are most grateful for the Kiwanis North Shore Housing Society's drive to improve the quality of life for seniors on the North Shore and understand their dedication to their community to be most commendable. It is their drive, compassion, and dedication to their community that makes this project remarkable. This well research and community-funded project will serve the North Shore residents for many years in the future and I admire the persistence and energy of the volunteer team that put this project together.

Kiwanis North Shore Housing Society has been in operation on the North Shore for more years than I can remember, and I am sure their presence in North Vancouver will continue for many years to come. It is due to their solid commitment to seniors housing and their proven record of accomplishment in delivering and maintaining housing for the seniors' population that I strongly support this new initiative and wish them well throughout the development process.

If you wish to discuss my support for this project, please feel free to contact me at any time.

Sincerely,

Adele Wilson  
Executive Director  
PARKGATE COMMUNITY SERVICES SOCIETY



North Shore  
Neighbourhood  
House

....the heart of the community for over 75 years

May 3, 2018

To Whom It May Concern:

**Re: North Shore Kiwanis Housing Society**  
**Lynn Woods Development**

This letter is in support of the North Shore Kiwanis Housing Society development at 2555 Whiteley Court, North Vancouver.

Kiwanis has over 85 years of senior housing on the north shore and continues to provide much needed non-profit below market rental apartments for seniors. These type of rental housing units are valued in our community; therefore, we support the Lynn Woods development.

Thank you for your consideration.

Yours truly,



Lisa Hubbard

Executive Director North Shore Neighbourhood House



225 East 2<sup>nd</sup> Street | North Vancouver | B.C. V7L 1C4  
t: 604.987.8138 | f: 604.987.2107 | e: [frontdesk@nsnh.bc.ca](mailto:frontdesk@nsnh.bc.ca) | w: [www.nsnh.bc.ca](http://www.nsnh.bc.ca)

# Public Hearings

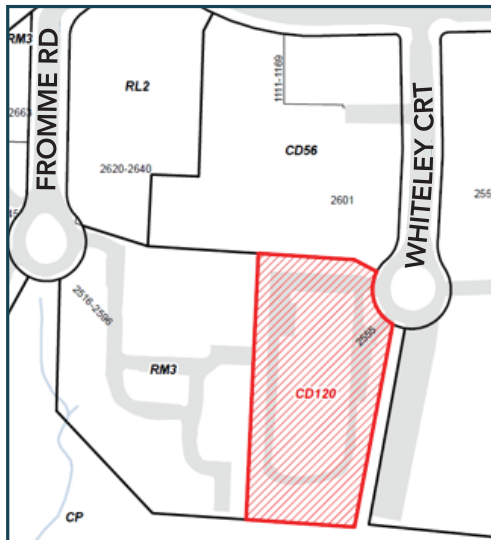
**When:** Tuesday, July 10, 2018 at 7 pm

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

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

## 2555 Whiteley Court Six-Storey Rental Apartment Building

**What:** A Public Hearing for Bylaw 8327, a proposed amendment to the Zoning Bylaw, to permit the development of a six-storey affordable rental apartment building for seniors.



Proposed\*



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

### What changes?

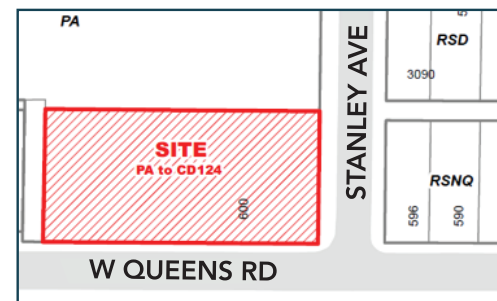
Bylaw 8327 proposes to amend the District's Zoning Bylaw by rezoning the subject site from Comprehensive Development Zone 24 (CD24) to Comprehensive Development Zone 120 (CD120). The CD120 Zone addresses use and accessory use, density, amenities, height, setbacks, building and site coverage, landscaping and storm water management and parking, loading and servicing regulations.

## 600 West Queens Road Five-Storey Mixed-Use Building

**What:** A Public Hearing for Bylaws 8344 and 8345, proposed amendments to the Official Community Plan and Zoning Bylaw, to permit the development of a five-storey mixed-use building (80 non-market rental and a seniors' respite care facility).

### What changes?

Bylaw 8344 proposes to amend the OCP land use designation of the subject site from Institutional (INST) to Residential Level 6: Medium Density Apartment (RES6). Bylaw 8345 proposes



Proposed\*



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

to amend the District's Zoning Bylaw by rezoning the subject site from Public Assembly (PA) to Comprehensive Development Zone 124 (CD124). The CD124 Zone addresses use and accessory use, density, height, setbacks, building and site coverage, landscaping and storm water management and parking, loading and servicing regulations.

## When can I provide input?

We welcome your input Tuesday, July 10, 2018, 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](mailto: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](http://dnv.org/public_hearing) from June 26 to July 10. Office hours are Monday to Friday 8 am to 4:30 pm, except statutory holidays.

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