



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

REPORT

To: Mayor Linda Buchanan and Members of Council

From: David Johnson, Development Planner

Subject: REZONING APPLICATION: 151 EAST KEITH ROAD (URBAN SYSTEMS / IMH 151 E KEITH APARTMENTS LTD)

Date: May 6, 2019

File No: 08-3360-20-0403/1

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

# **RECOMMENDATION:**

PURSUANT to the report of the Development Planner, dated May 6, 2019, entitled "Rezoning Application: 151 East Keith Road (Urban Systems) / IMH 151 E Keith Apartments LTD)":

THAT second reading of "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2018, No. 8618" (Urban Systems / IMH 151 E Keith Apartments LTD, 151 East Keith Road, CD-702) be rescinded;

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2018, No. 8618" (Urban Systems / IMH 151 E Keith Apartments LTD, 151 East Keith Road, CD-702) be amended and given second reading, as amended, and referred to a Public Hearing;

THAT second reading of "Housing Agreement Bylaw, 2018, No. 8622" (Urban Systems / IMH 151 E Keith Apartments LTD, 151 East Keith Road, CD-702, Rental Housing Commitments) be rescinded;

THAT "Housing Agreement Bylaw, 2018, No. 8622" (Urban Systems / IMH 151 E Keith Apartments LTD, 151 East Keith Road, CD-702, Rental Housing Commitments) be amended and given second reading, as amended, and referred to a Public Hearing;

THAT additional offsite works and community amenities listed in the May 6, 2019 report in the section "Community Amenities and Infrastructure Improvements" be secured, through agreements at the applicant's expense and to the satisfaction of the Director of Planning and Development, as conditions of rezoning;

AND THAT the Mayor and City Clerk be authorized to execute all necessary covenants and legal agreements required to secure the commitments outlined in the report.

# ATTACHMENTS:

1. Context Map (doc#1767383)

### **Updated Proposal**

- 2. Revised Project Summary Sheet from plans dated February 4, 2019 (doc#1765369)
- 3. Revised Architectural and Landscaping Plans, dated February 4, 2019 (doc#1773974)
- 4. Updated Public Consultation Summary dated April 11, 2019 (doc#1773897)
- 5. Affordability Statement dated February 6, 2019 (doc#1779267)
- 6. Sustainability Statement dated January 2018 (doc#1780126)

#### Background

- 7. Staff Report dated March 7, 2018 (doc#1776566)
- 8. Architectural and Landscaping Plans dated February 27, 2018 (doc#1625895)

#### **Bylaws**

- Tracked changes version of "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2018, No. 8618" (doc#<u>1628354-v2</u>)
- 10. Tracked changes version of "Housing Agreement Bylaw, 2018, No. 8622" (doc#1626592-v2)

### PURPOSE

The purpose of this report is to present for Council's consideration, the return of a Development Application to rezone 151 East Keith Road (Attachment #1) from High Density Apartment Residential 1 (RH-1) to Comprehensive Development 702 (CD-702). The application is requesting the addition of two rental infill buildings, securing all units, both new and those within the existing residential tower, as rental in perpetuity and partnering with Hollyburn Family Services for the provision of 4 units accommodating vulnerable seniors. The return of this application is to amend the proposal due to the result of not achieving Third Reading at the April 23, 2018 Council meeting.

### BACKGROUND

On March 12, 2018, Council considered an application for the subject site to add three rental infill buildings to the existing residential rental tower (Attachments #7 and #8). The three buildings comprised of:

- 33 studio units;
- 5 two bedroom townhouse units; and
- 2 three bedroom townhouse units.

Council granted the proposal First and Second Reading and scheduled a Public Hearing date of April 23, 2018.

At the April 23<sup>rd</sup> Public Hearing, the majority of the submissions received expressed opposition to the proposal, citing concerns with proposed parking as well as the infill building setbacks as not keeping with the neighbourhood character. Other items that were mentioned in opposition were the proposed density and construction noise that the proposal

would bring, citing reference to the recently completed apartment building directly east of the subject site at 161 East Keith Road. Those in support identified the provision of rental housing and affordable rental units as key items. Other items of support were access to local amenities, that there was to be no displacement of existing tenants, and some felt the allowable density was appropriate.

After the conclusion of the Public Hearing, the application was not given Third Reading.

The applicant made changes to the proposal, as described in this report, and is seeking Council consideration.

# DISCUSSION

# Site Context and Surrounding Use

The subject site is located in the Lower Lonsdale area along the south side of East Keith Road, across from Victoria Park, between Lonsdale Avenue to the west and St. George's Avenue to the east. It is also a double frontage lot with East 6<sup>th</sup> Street directly to the south (Attachment #1).

The site currently contains a 15 storey residential tower with 89 rental apartment units, which was completed in 1975. The parking structure surrounds the tower and serves to support resident parking. From the East Keith Road side, the roof of the parkade creates a landscaped plaza.

A description of the buildings surrounding the subject site is outlined in Table 1 below.

Direction	Address	Zoning	OCP	Description		
North (across the south arm of East Keith Road)	Victoria Park	Public Use and Assembly 1 (P-1)	Parks, Recreation and Open Space	Park Space		
South (across East 6 <sup>th</sup> Street)	141 and 165 East 6 <sup>th</sup> Street	Medium Density Apartment Residential 1 (RM-1)	Residential Level 5. Max. 1.6 FSR with 1.0 FSR bonus density.	Two three-storey rental apartment buildings of 54 units each.		
East	161-165 East Keith Road, and 160 E 6 <sup>th</sup> Street	Comprehensive Development 651 (CD-651)	Residential Level 6. Max. 2.3 FSR with 1.0 FSR bonus density.	16 storey 93 unit apartment building		
West	123 East Keith Road	Comprehensive Development 155 (CD-155)	Residential Level 6. Max. 2.3 FSR with 1.0 FSR bonus density.	17 storey, 32 unit apartment building.		

# Table 1. Surrounding Uses

### Proposal

The main changes to the current proposal are:

• The removal of the three unit, two storey building located between East Keith Road and the tower at the northeast corner of the site;

- The units of that building were moved to the proposed southwest building and modified to three bedroom units to increase the total number of three bedroom units being proposed to six; and
- To address accessibility, the applicant is proposing a ramp be installed from East Keith Road and would be directed along the northeastern part of the site to give access not only to the existing tower, but between the two proposed infill buildings.

The drawings for the revised proposal can be found in Attachment #3.

The density of the current tower is 2.29 times the lot area (FSR), just under the Official Community Plan (OCP) maximum of 2.30. With the OCP allowing Council to consider an additional 1.0 FSR Density Bonus to the site, the applicant is proposing to use 0.88 FSR of that additional density to permit the addition of 40 rental housing units to the site. The rental units within the existing tower are not secured. Through the proposed rezoning, the applicant has agreed to secure 100% of the units in the existing tower along with the 40 proposed units.

The applicant is not proposing replacing or undertaking any major renovations to the tower, other than upgrades to individual units when they become vacant. As a result, the applicant has stated that no displacement would result from the construction of the proposed infill buildings.

# Building #1

This building is located at the northwest corner of the property and is a four storey rental apartment building containing 31 studio units. The orientation of the building toward East Keith Road provides the main access to the lobby. The ground floor units fronting Keith Road will have direct street access from their units.

To encourage social interaction amongst the residents as well as encouraging physical activity, this building proposes a number of elements that are outlined in the City's Active Design guidelines, including:

- · A proposed indoor amenity room located adjacent to the lobby;
- To encourage stairwell use, the main stairway is visible upon entering the lobby as well as from the exterior of the building;
- A secondary stairway is also in a prominent location at the end of the hallway and is glazed for easy visibility; and
- · A rooftop terrace, to promote social interaction for all residents of the property.

# Building #2

This building is a four storey walk-up townhouse building located at the southwest corner of the subject site and contains nine units, including:

- Three studio units with direct outdoor access to the interior courtyard; and
- Six, three bedroom units with their own individual access to the same interior courtyard as the studio units. The other three bedroom units would be directly accessed from East 6<sup>th</sup> Street.

No rooftop decks are proposed with this building. The proposed setbacks of the infill buildings from the property lines remain unchanged.

### Public Realm

The application seeks to improve the interface between the site and one of the City's most prominent civic spaces and streets. Presently, the site's interface with the public realm consists of the parking structure and landscaping; this interface does not support an enhanced pedestrian environment. The proposed mid-rise infill buildings are ground related, orient their main unit entrances to the street and provide an active edge and street wall to the public realm. In doing this, it significantly improves the pedestrian experience and views into and out of the public realm. Consistent with many great and large parks across the country, there is a need to provide a sense of enclosure (or to delineate the space) through the provision of a street wall. The proposed development incorporates a mid-rise form that is human scaled, which will create a sense of enclosure by providing a street wall along Victoria Park.

#### Proposed Parking and Access

The application is proposing to use the current parking structure to accommodate the offstreet parking for both the proposed 40 units as well as the existing tower. The proposed 77 off-street parking stalls meets the minimum Zoning Bylaw requirement of 77 parking stalls.

The parkade will also house the required number of bicycle parking for the proposed infill units as well as the recycling and garbage enclosure. The enclosures for the current tower are contained within that building.

### PLANNING ANALYSIS

### 2014 Official Community Plan

The Official Community Plan identifies the subject site as Residential Level 6 (R6), which permits a residential development of 2.3 times the size of the site (FSR) with the potential of a 1.0 FSR density bonus to be granted at the discretion of Council for an overall density of 3.30 FSR. The OCP also limits the maximum height of a building to 46 metres (151 feet) tall.

The combined density of the existing tower with the proposed infill buildings would result in a FSR of 3.17 and will not exceed the OCP maximum.

The City's Official Community Plan is centered on a set of guiding principles and a sustainable city framework. Proceeding with the proposed zoning and redevelopment of the subject site will advance many of these goals and objectives, particularly the following:

- 1.1.1 Plan for growth in the City's population, dwelling units and employment in keeping with the projections in Metro Vancouver's regional Growth Strategy;
- 1.3.1 Ensure that new development is compatible with the established urban form of the City, reflecting the primacy of the Lonsdale Regional City Centre and the transition through mid- and low rise buildings to lower density neighbourhoods;

- 1.3.5 Encourage design excellence in developments through carefully considered, high quality architecture and landscaping, with varied designs which are interesting, sensitive and reflective of their surroundings;
- 1.3.10 Encourage active, healthy lifestyles and the opportunity for more social connections through planning and active design principals that encourage physical activity and contribute to enhanced walkability and active streets, sidewalks and public spaces;
- 1.5.4 Prioritize the development and revitalization of affordable rental housing and use density bonusing and use density bonusing and density transfers to incentivise the retention, renewal and/or replacement of rental units as a public benefit;

The proposal as presented will not require an amendment to the OCP.

#### Zoning Bylaw 1995, No. 6700

The property is currently zoned High Density Apartment Residential 1 (RH-1). An amendment to the Zoning Bylaw is required to permit the proposal as presented and is reflected in Zoning Amendment Bylaw 8618 (Attachment #9). Additionally, current zoning requirements are outlined in the Project Fact Sheet.

Using the RH-1 Zone as a base, the proposal is in conformance with the Zoning Bylaw with the exceptions to permit a density of 3.17 FSR, to allow a minimum parking stall width of 2.4 metres (8.0 feet), and setbacks to the proposed buildings as outlined in the following table:

Building	Setback	Distance
	North setback	2.4 m (8.0 ft.)
Building #1	West setback	3 m (10.0 ft.) 1.6 m (5.41 ft.) for stairwell
	South setback	1.6 m (5.33 ft.)
Building #2	West setback	6 m (23.17 ft.)

Table 2. Proposed Building Setbacks

The requested setback variances are to support the proposed building locations for a lowrise development within a property whose current zoning supports greater building setback distances for high-rise buildings. The current setback requirement of 7.6 metres (25 feet) from all property lines would not support low-rise infill structures in addition to an existing tower. Additionally, the setback variances are needed to create a consistent street wall and minimize gaps between buildings; the consistent street wall helps to support walking.

The proposed setback from the proposed infill buildings is supportable in multi-family areas with side yard setbacks for more recent low and mid-rise buildings ranging from 2.4 metres (8.0 feet) to 3.6 metres (12.0 feet) from the property line. The projection of the proposed stairwell in Building #1 is limited to the width of the stairway and is a minor projection from the overall depth of the building.

The separation between the proposed Building #1 and the existing residential tower to the west at 123 East Keith Road is 15.0 metres (49.2 feet), there is slight projection of a stairway within that setback.

The current zoning requirements can be found in the Project Face Sheet in Attachment #2.

The proposed parking variance is due to the applicant proposing to use the existing parking structure. At the time it was built, the required parking stall width was 2.44 metres (8 feet). Since the City received this application, the Zoning Bylaw was amended to increase the width to 2.5 metres (8.2 feet). This would affect the spacing of the existing columns supporting the structure of the parkade. For the applicant to achieve their proposed number of parking stalls, the variance is necessary.

To secure the existing residential tower and the proposed additional units, the Comprehensive Development Zone in Amendment Bylaw No. 8618 limits the use to Rental Apartment Residential.

# Housing Action Plan

To achieve the requested 0.88 FSR Density Bonus for this proposal, the City's Density Bonus and Community Benefits Policy, as well as the City's Housing Action Plan, would require that 10% of the new units be rented at 10% below market rates in perpetuity (Mid-Market units). As the existing tower is not being replaced or undergoing a major renovation, the 89 current units are not included with the Mid-Market unit count.

To meet the requirement, the applicant is partnering with Hollyburn Family Services to provide four studio units (10% of the total number of new units) at rates less than what the City's Mid-Market units could achieve by being able to tap into the SAFER subsidy to rent to vulnerable seniors. The applicant has updated their Affordable Housing statement (Attachment #5) to outline this proposal, and this is reflected in the Housing Agreement, which will secure these rates in perpetuity (Attachment #10). It should be noted that rents would revert to mid-market rental rates in accordance with City Policy if the contract with Hollyburn Family Services is terminated.

The updated Affordability Statement outlines the rate difference between the City's Mid-Market units and what the SAFER subsidy will be able to provide using 2018 numbers. The chart below outlines the difference between the two rates as well as market rates.

Paphan d	April 2019 market rents*	2018 mid- market rents	Percentage difference from market	SAFER subsidized rates	Percentage difference from market
Studio	\$1,500	\$1,029	31% below	\$800	47% below

\* Current market rents were obtained from a new market rental development in Central Lonsdale, advertised on Craigslist, in April 2019

To address the Family-Friendly Housing Section of the Housing Action Plan, the applicant is proposing 6 of the 40 new units be three bedroom units to give families unit type options. The existing tower contains primarily one and two bedroom units.

### **Community Amenities/Infrastructure**

The City's *Density Bonus and Community Benefits Policy,* in conjunction with the Official Community Plan, allows Council to consider a density bonus beyond the OCP limit of 2.30 FSR, up to a maximum of 3.30 FSR in the Residential Level 6 area.

The policy provides a number of community benefit options for projects seeking additional density and seeks to ensure the City receives value for additional density granted. The value could be in the form of a cash contribution or some form of amenity, such as an all rental apartment building to be secured in perpetuity plus a form of affordability in

accordance with the City's Housing Action Plan. In this case, to achieve the desired 0.88 FSR bonus density for the new infill buildings, the applicant has agreed to secure the existing residential tower and the proposed additional 40 units as rental in perpetuity, as well as partnering with Hollyburn Family Services to secure four units using the SAFER rental rate for vulnerable seniors.

As the proposed rental rates for the four Mid-Market units would exceed what the City would achieve through acquiring the same number of units through the Housing Action Plan, the proposal meets the intent of the Policy and no community amenity cash contribution is required for this development proposal.

For comparison, a cash contribution in accordance with the Policy for this density bonus would be valued at approximately \$3.45 million, as outlined in Table 2 below. The City would receive rental housing in lieu of a cash contribution.

Table 3. Estimated Value of Community Benefits through Density Bonusing

Density Value Calculation	Value
Density Addition from 2.29 FSR to 2.30 FSR / OCP Density (@ \$20 / sq. ft.)	\$5,600
Density Bonus to 0.88 FSR / OCP Density Bonus (@ \$140 / sq. ft.)	\$3,449,354
Total Value of Community Benefits	\$3,454,954

Staff also seeks Council's endorsement for a financial contribution of \$25,000 from the applicant to help finance a public Electric Vehicle Charging Station within the City. This item is not specifically required under the authority of City bylaws, but could be made a requirement of rezoning under the authority of Council. This contribution would be payable prior to adoption of rezoning.

# COMMUNITY CONSULTATION

The applicant held a Developer Information Session (DIS) to invite the public to gather information and comment on the most recent proposal. The event was held on March 27, 2019 where 46 people attended. At the meeting, a total of 28 comment sheets were submitted. The applicant provided a report of the meeting that includes comments provided on that day. Staff included comments that were received directly or after the event (Attachment #4).

The feedback received showed that most were opposed to the application for the following reasons:

- The building setbacks from the property lines along the west property line, as well as fronting East Keith Road and East 6<sup>th</sup> Street are too small;
- Lack of off-street parking;
- · Increased traffic in the neighbourhood; and
- Low to mid-rise building is not in character with the neighbourhood or the streetscape.

Those who supported the application (and some in opposition) liked that there would be more rental units, and some below market units would be provided. Some liked the overall appearance of the buildings.

Should Council grant the amended second reading to proposed Bylaw No. 8618 and No. 8622, a Public Hearing will be required.

### ADVISORY BODY INPUT

### Advisory Design Panel

The updated proposal was not forwarded to the Advisory Design Panel as the overall architecture and landscaping had not significantly changed from the last time Council viewed them. In addition, the overall scope of the proposal has been reduced due to the elimination of one of the infill buildings along the east side of the subject site.

For further information on the items and resolutions, please refer to the March 7, 2018 staff report (Attachment #7).

#### FINANCIAL IMPLICATIONS

A financial contribution of \$25,000 is to be received prior to adoption of rezoning that will go towards the installation of a public Electric Charging Station in the City.

A cash contribution for additional density is not required for rental property as noted in the Community Amenities/Infrastructure section above.

# SUSTAINABILITY COMMENTS

The subject site is one half-block from Lonsdale Avenue and has good access to public transit. Victoria Park (which contains a portion of the Green Necklace) is across the street. The proposed development would be using unused portions of the site on top of an existing parkade while maintaining enough space for landscaping.

The applicant will also be:

- Connecting the infill buildings to Lonsdale Energy Corporation (LEC) and providing the infrastructure for the future connection of the existing residential tower to LEC;
- Contributing towards an Electric Vehicle Charging Station in the City;
- Using high-performance windows in the building envelope;
- Using energy saving certified appliances; and
- Installing low consumption water fixtures.

The applicant has filled out the Sustainable Development Guideline Checklist as part of their application to identify their intent on achieving the City's sustainability goals. These are shown in Attachment #6.

#### INTER-DEPARTMENTAL IMPLICATIONS

Staff's review of the revisions showed no changes to their previous comments and all issues would be managed through the Building Permit process.

RESPECTFULLY SUBMITTED:

David Johnson

Development Planner





# **PROJECT SUMMARY SHEET**

DEVELOPMENT APPLICATION

151 East Keith Road



#### SITE CHARACTERISTICS

SHE CHARACTERISTICS								
OCP Designation		Residential Level 6 (R6)						
Existing Zoning	High Density Apartment Residential 1 (RH-1)							
Site Area	2,601.1 sq. m (27,998 sq. ft.)							
FLOOR AREA AND HEIGHT	Existing Zoning (RH-1)	Offical Community Plan	Proposed					
Floor Space Ratio	Maximum 2.60 FSR or 6,762.86 sq. m (72,795 sq. ft.)	OCP - 2.30 FSR 5,982.53 sq. m (64,395.4 sq. ft.) Density Bonus - 1.0 FSR 2,601.1 sq. m (27,998 sq. ft.)	Existing Building 5,962.98 sq. m (64,185.0 sq. ft.) 2.29 FSR Proposed Addition 2,288.11 sq. m (24,629.0 sq. ft.) 0.88 FSR					
		Total Maximum 8,583.63 m² (92,393.4 sq. ft) 3.30 FSR	Proposed Total 8,251.09 sq. m (88,814.0 sq. ft) 3.17 FSR					
Total Lot Coverage	50%	N/A	40.1%					
Principal Building Height (maximum)	30.48 m (100.0 ft.)	46.0 m (151.0 feet)	Building 1 - 16.13 m (52.91 feet) Building 2 - 13.26 m (43.51 feet)					
SETBACKS	Existing 2	Zoning (RH-1)	Proposed					
North (East Keith Road)	7.62 r	2.40 m (7.83 ft.)						
East Side Yard	7.62 r	n (25.0 ft.)	29.36 m (96.32 ft.)					
West Side Yard	7.62 r	n (25.0 ft.)	1.65 m (5.41 ft.)					
South (East 6th Street)	7.62 r	n (25.0 ft.)	1.63 m (5.33 ft.)					
BICYCLE PARKING	Re	equired	Proposed					
Residential (stalls for additional units)	60 secure	d / 6 short term	62 secured / 6 short term					
VEHICLE PARKING	Re	equired	Proposed					
Total Vehicle Parking (stalls)	Existing and Propose	d: 77 (includes 13 visitor)	77 (includes 13 visitor)					

#1765369

Numbers based on plans dated February 4, 2019

# PROPOSED RESIDENTIAL INFILL DEVELOPMENT

151 EAST KEITH ROAD NORTH VANCOUVER B.C.





**REISSUED FOR REZONING APPLICATION** - FEBRUARY 4th, 2019



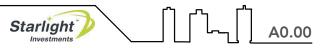
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# **PROJECT TEAM**

# DEVELOPER

STARLIGHT INVESTMENTS 1400 - 3280 BLOOR STREET WEST, CENTRE TOWER, TORONTO ON M8X 2X3

Founded in 2011, Starlight Investment Ltd. is a real estate asset management firm with a primary focus on multifamily rental properties in over 400 properties across Canada and the Southern United States. Starlight's innovative approach to the properties under its management is reflected in its commitment to excellence in quality design and construction for both existing assets and new infill development projects alike.

#### ARCHITECT BHA ARCHITECTS 205-1628 WEST 1ST

205-1628 WEST 1ST AVE. VANCOUVER BC V6J 1G1

BHA Architects (formerly Burrowes Huggins Architects) was founded in 1991 and since that time has been actively involved in a variety of developments, and worked with many local and regional development companies. BHA completed work includes a number and variety of Whistler buildings including the Four Seasons Resort and Residences, the Athlete's Lodge in Cheakamus Village and a mix of resort condominiums in the Blackcomb Benchlands.

BHA Architects has longstanding experience in the Lower Mainland with mixed-use and ground-oriented housing projects including street-oriented townhouses, stacked townhouses, 4 to 6 storey mixed-use retail residential projects, purpose-built rental housing and not for profit housing projects.

# LANDSCAPE ARCHITECT

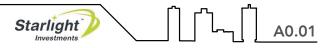
CONNECT LANDSCAPE ARCHITECTURE 2305 HEMLOCK STREET VANCOUVER BC V6H 2V1

Connect Landscape Architecture (formerly Sharp & Diamond) is a recognized leader in the design and transformation of healthy vibrant communities. Our vision is simple - Connect people to their environment through meaningful design. Connect Landscape Architecture draws inspiration from the natural landscape while embracing built form and infrastructure.

#### PLANNING CONSULTANT URBAN SYSTEMS 550-1090 HOMER STREET VANCOUVER BC V6B 2W9

Urban Systems is a multi-disciplinary consulting firm founded in 1975. At our 14 offices across 5 provinces, we bring spirit in service for vibrant communities and have been recognized as one of the Best Workplaces in Canada for 12 years running. With over forty years of land development experience, we assist clients in moving through the different stages of development as guickly and efficiently as possible. Urban Systems promotes sustainable development methods that add efficiency, improve performance, and provide marketing value to development projects. Our integrated approach to land development has resulted in some of the most celebrated development projects in Western Canada. We provide the full range of services required to take projects from start to finish, including land use planning and design, civil engineering, landscape architecture, legal survey, and construction services. We assemble a customized team of professionals for every new assignment to design and construct all aspects of each unique site.





# PROJECT STATISTICS

roject Name:		INFILL DEVELOPMENT			SF	SM	ACRES	НА	Unis Per Acre	Units Per HA				
roject Number:	P424			Gross Site Area:	27997.90 sf	2601.09 sm	0.64 acres	0.260 ha	n/a	n/a	Date:	9-Jan-17		
ient:		NVESTMENTS				-				-	Revised:	14-Jan-19		
OTAL FSR SUMMARY (AI							Amenity Provi				Site Coverage			
	Permitted FS		Actual SF	Actual SM	Actual FSR	-	Required:	n/a	n/a	-	Site Area	27997.9 sf		
otal GFA	27998 sf	1.00 fsr	24629 sf	2288.11 sm		-	Provided:	166 sf	15.42 sm	-	Existing Foorprin		15.90%	
torage			0 sf	0.00 sm		-					New Footprint	6780 sf	24.22%	
otal FSR			24629 sf	2288.11 sm	0.88 fsr					-	Total Coverage		40.12%	
JILDING ONE AREAS (AI	PARTMENT BU	ILDING)												
LEVEL			RES LOBBY	CIRCULATION	RESIDENTIAL	AMENITY	GFA	EFF	NO UNITS	STORAGE	FSR			GFA CHEC
1	(NOTE: PROJ	ECT LEVEL 3 ON FLOOR PLANS)	104 sf	1012 sf	2823 sf	166 sf	4105 sf	68.77 %	7	0 sf	3939 sf			4105 sf
2		ECT LEVEL 4 ON FLOOR PLANS)	0 sf	977 sf	3220 sf	0 sf	4197 sf	76.72 %	8	0 sf	4197 sf			4197 sf
3		ECT LEVEL 5 ON FLOOR PLANS)	0 sf	977 sf	3217 sf	0 sf	4194 sf	76.70 %	8	0 sf	4194 sf			4194 sf
4		ECT LEVEL 6 ON FLOOR PLANS)	0 sf	977 sf	3217 sf	0 sf	4194 sf	76.71 %	8	0 sf	4194 sf			4194 sf
5		ECT LEVEL 7 ON FLOOR PLANS)	0 sf	428 sf	0 sf	0 sf	428 sf	0.00 %	0	0 sf	428 sf			428 sf
	(NOTE: THOS		0 4	420 31			420 31	0.00 /2		0.1	420 31			4203
TOTAL			104 sf	4371 sf	12477 sf	166 sf	17118 sf	72.89 %	31 units	0 sf	16952 sf	less amenity & stor.		17118 s
10184			9,66 sm	406.08 sm	1159.14 sm	15.42 sm	1590.32 sm	72.03 %	51 011113	0.00 sm	1574.89 sm	tess amenity & stor.		1590.30 s
			5.00 511	400.08 511	1155.14 500	15.42 510	1550.52 511	-	-	0.00 Sm	1374.03 511			1330.305
JILDING TWO AREAS (T	OWNHOURT				-					-				
WNHOUSE UNIT TYPE			FLOOR			TOTAL		NO UNITS	TOTAL GFA		STORAGE	TOTAL FSR		
WNHOUSE UNIT TYPE	UNITNO	LOWER	LOWER	MID	UPPER	IUTAL		NU UNITS	TUTAL GFA		STUKAGE	TUTAL FSK		
A3	T25	STUDIO TOWNHOUSE	405 sf	0 sf	0 sf	405 sf	37.67 sm	1 units	405 sf	37.67 sm	0 sf	405 sf	37.67 sm	
A4	T24	STUDIO TOWNHOUSE	409 sf	0 sf	0 sf	409 sf	37.99 sm	1 units	409 sf	37.99 sm	0 sf	409 sf	37.99 sm	
AS	T26	STUDIO TOWNHOUSE	409 sf	0 sf	0 sf	409 sf	37.99 sm	1 units	409 sf	37.99 sm	0 sf	409 sf	37.99 sm	
B4	T28	2 STOREY TOWNHOUSE (3 BR)	405 sf	0 sf	629 sf	1033 sf	96.00 sm	1 units	1033 sf	96.00 sm	0 sf	1033 sf	96.00 sm	
B5	T27	2 STOREY TOWNHOUSE (3 BR)	408 sf	0 sf	634 sf	1042 sf	96.84 sm	1 units	1042 sf	96.84 sm	0 sf	1042 sf	96.84 sm	
B6	T29	2 STOREY TOWNHOUSE (3 BR)	408 sf	0 sf	634 sf	1042 sf	96.84 sm	1 units	1042 sf	96.84 sm	0 sf	1042 sf	96.84 sm	
C1	T22	3 STOREY TOWNHOUSE (3 BR)	296 sf	405 sf	405 sf	1106 sf	102.70 sm	1 units	1106 sf	102.70 sm	0 sf	1106 sf	102.70 sm	
C2	T21	3 STOREY TOWNHOUSE (3 BR)	299 sf	408 sf	408 sf	1115 sf	103.59 sm	1 units	1115 sf	103.59 sm	0 sf	1115 sf	103.59 sm	
C3	T23	3 STOREY TOWNHOUSE (3 BR)	299 sf	408 sf	408 sf	1115 sf	103.59 sm	1 units	1115 sf	103.59 sm	0 sf	1115 sf	103.59 sm	
TOTALS								9 units	7677 sf		0 sf	7677 sf		
									713.21 sm			713.21 sm		
,					-					-				
										-				
				-										
				-	-					-				
				-										
					-					-				
OUT CT CURANANNY TOT	N.C.													
WINFILL PROJECT TOT								40				24620 4 662	2200 11	0.00 1
	ALS							40 units				24629 sf FSR	2288.11 sm	0.88 fsr
EN INTELTROALET TOT					-							64185 sf FSR	5962.98 sm	
														2.29 fsr
ISTING BUILDING PROJE	CT TOTALS						-	89 units	-			04103 31 F3N	3302.36 511	L.L.J. 131
								129 units		-	-	88814 sf FSR	8251.09 sm	3.17 fsr

# PARKING

		DATE		27-Jul-16
		REVISE	D	29-Oct-18
TOTAL PARKING PROVIDED BY EXIST				
		STALLS	TOTAL	
LEVEL 1	51 stalls	0 stalls		51 stalls
LEVEL P1	53 stalls	0 stalls		53 stalls
TOTAL	104 stalls	0 stalls		104 stalls
TOTAL PARKING PROVIDED BY MODI	FICATIONS			
		STALLS SMALL		
LEVEL 1	35 stalls	2 stalls	0 stalls	37 stalls
LEVEL P1	37 stalls	3 stalls	0 stalls	40 stalls
TOTAL				77 stalls
SUMMARY OF UNITS/PARK	ling			
EXISTING BUILDING				
EXISTING BUILDING 2 BEDROOM UNITS	28 units			
EXISTING BUILDING 2 BEDROOM UNITS 1 BEDROOM UNITS	28 units 60 units			
EXISTING BUILDING 2 BEDROOM UNITS	28 units			
EXISTING BUILDING 2 BEDROOM UNITS 1 BEDROOM UNITS STUDIO	28 units 60 units 1 units			
EXISTING BUILDING 2 BEDROOM UNITS 1 BEDROOM UNITS STUDIO TOTAL UNITS EXISTING BUILDING	28 units 60 units 1 units			
EXISTING BUILDING 2 BEDROOM UNITS 1 BEDROOM UNITS STUDIO TOTAL UNITS EXISTING BUILDING NEW BUILDING	28 units 60 units 1 units 89 units			

TOTAL UNITS EXISTING AND NEW 129 units TOTAL PARKING PROVIDED 77 stalls 0.80 stalls per unit

# ZONING SUMMARY

	PROJECT NO.	P424	IMPERIAL	METRIC	VALUE	NOTES	
	PROJECT NO.	P424	IMPERIAL	METRIC	VALUE	NOTES	
1	CIVIC ADDRESS:						
	151 East Keith Road, City of North	h Vancouver	LOT: B	BLOCK: 114	DL: 274	PLAN: 15049	
_	PID: 007-697-481						
	APPLICATION DESCRIPTION:						
	To construct a residential infill dev	elopment consis	ting of 2 buildings and	40 rental units.			
	LOT AREA						
	EXISTING		27997.90 sf	2601.09 sm			
	PROPOSED		27997.90 sf	2601.09 sm			
	ZONING						
	EXISTING		RH-1				
	PROPOSED		CD				
	OFFICIAL COMMUNITY PLAN						
i	OFFICIAL COMMUNITY PLAN ( As per the OCP, the site is Reside Existing OCP Density (FSR) = 2.3	ential Level 6 (Hid					
;	As per the OCP, the site is Reside	ential Level 6 (Hid					
	As per the OCP, the site is Reside Existing OCP Density (FSR) = 2.3	ential Level 6 (Hid					
;	As per the OCP, the site is Reside Existing OCP Density (FSR) = 2.3 GROSS FLOOR AREA	ential Level 6 (Hid	n Bonus (FSR) of up to	1.0. 2.3 + 1.0 = 3.3			
1	As per the OCP, the site is Reside Existing OCP Density (FSR) = 2.3 GROSS FLOOR AREA PERMITTED: 1.0 Bonus FSR	ential Level 6 (Hid	27998.00 sf	2601.09 sm	Total Permitted FSR		
	As per the OCP, the site is Reside Existing OCP Density (FSR) = 2.3 GROSS FLOOR AREA PERMITTED: 1.0 Bonus FSR PROPOSED: 0.88 FSR RESIDENTIAL UNIT MIX STUDIO APARTMENTS: 3.1 units	ential Level 6 (Hic with a Maximun (includes 14 Ada	27998.00 sf 24629.00 sf sptable Level 2 Units)	1.0. 2.3 + 1.0 = 3.3 2601.09 sm 2288.11 sm	= Total Permitted FSF		
	As per the OCP, the site is Residt Existing OCP Density (FSR) = 2.3 GROSS FLOOR AREA PERMITTED: 1.0 Bonus FSR PROPOSED: 0.88 FSR RESIDENTIAL UNIT MIX STUDIO APARTMENTS: 31 units TOWNHOUSE UNITS: 9 units (in TOWNHOUSE UNITS: 9 units (in	ential Level 6 (Hic with a Maximun (includes 14 Ada	27998.00 sf 24629.00 sf sptable Level 2 Units)	1.0. 2.3 + 1.0 = 3.3 2601.09 sm 2288.11 sm	= Total Permitted FSF		
	As per the QCP. the site is Resid Existing QCP Density (FSR) = 2.3 GROSS FLOOR AREA PERMITTED: 10. Bonus FSR PROPOSED: 0.88 FSR RESIDENTIAL UNIT MIX STUDIO APARTMENTS 31 units TOTAL: 40 Units	ential Level 6 (Hic with a Maximun (includes 14 Ada	27998.00 sf 24629.00 sf sptable Level 2 Units)	1.0. 2.3 + 1.0 = 3.3 2601.09 sm 2288.11 sm	= Total Permitted FSF		
	As per the CCP. Its site is Reside Existing OCP Density (FSR) = 23 GROSS FLOOR AREA PERMITTED: 10 Bonus FSR PROPOSED: 0.88 FSR RESIDENTIAL UNIT MX STUDIO APARIMENTS: 31 units TOWNHOUSE UNITS: 9 units (in TOTAL: 40 Units VEHICLE PARKING	ential Level 6 (Hic with a Maximun (includes 14 Ada	27998.00 sf 24629.00 sf sptable Level 2 Units)	1.0. 2.3 + 1.0 = 3.3 2601.09 sm 2288.11 sm	= Total Permitted FSF		
	As per the QCP. the site is Resid Existing QCP Density (FSR) = 2.3 GROSS FLOOR AREA PERMITTED: 10. Bonus FSR PROPOSED: 0.88 FSR RESIDENTIAL UNIT MIX STUDIO APARTMENTS 31 units TOTAL: 40 Units	ential Level 6 (Hic with a Maximun (includes 14 Ada	27998.00 sf 24629.00 sf sptable Level 2 Units)	1.0. 2.3 + 1.0 = 3.3 2601.09 sm 2288.11 sm	= Total Permitted FSF		
	As per the CCP. Its site is Reside Existing OCP Density (FSR) = 23 GROSS FLOOR AREA PERMITTED: 10 Bonus FSR PROPOSED: 0.88 FSR RESIDENTIAL UNIT MX STUDIO APARIMENTS: 31 units TOWNHOUSE UNITS: 9 units (in TOTAL: 40 Units VEHICLE PARKING	ential Level 6 (Hic with a Maximun (includes 14 Ada	27998.00 sf 24629.00 sf sptable Level 2 Units)	1.0. 2.3 + 1.0 = 3.3 2601.09 sm 2288.11 sm	= Total Permitted FSF		
	As per the OCP. Its site is Reside Existing OCP Density (FSR) = 23 GROSS FLOOR AREA PERMITTED: 1.0 Bonus FSR PROPOSED: 0.88 FSR PROPOSED: 0.98 FSR	ential Level 6 (Hic with a Maximun (includes 14 Ada	n Bonus (FSR) of up to 27998.00 sf 24629.00 sf uptable Level 2 Units) ownhouses, 3 2-Store	1.0. 2.3 + 1.0 = 3.3 2601.09 sm 2288.11 sm y Townhouses and 3 PROPOSED	= Total Permitted FSF		

# UNIT SUMMARY BUILDING 1

BUILDING 1 STRATA LOT UNIT SUMMARY

Floor	Unit #	Type	Area (sf)	Area (sm)	Storage (sf)	Storage (sm)	Net Area (sf)	Net Area (sm)	Balcony (sf)	Balcony (sm
1	101	A6	410 sf	38.13 sm	0 sf	0.00 sm	410 sf	38.13 sm	0 sf	0.00 sm
1	102	A1	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
1	103	A1	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
1	104	A2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
1	105	D2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
1	106	D3 (ADAPTABLE)	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
1	107	D3 (ADAPTABLE)	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
		Level 2 Totals:	2823 sf	262.36 sm	0 sf	0.00 sm	2823 sf	262.36 sm	0 sf	0.00 sm
loor	Unit #	Type	Area (sf)	Area (sm)	Storage (sf)	Storage (sm)	Net Area (sf)	Net Area (sm)	Balcony (sf)	Balcony (sm
2	201	D4 (ADAPTABLE)	407 sf	37.81 sm	0 sf	0.00 sm	407 sf	37.81 sm	0 sf	0.00 sm
2	202	D3 (ADAPTABLE)	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
2	203	D1	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
2	204	D1	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
2	205	D2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
2	206	D2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
2	207	D3 (ADAPTABLE)	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
2	208	D3 (ADAPTABLE)	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
		Level 2 Totals:	3220 sf	299.25 sm	0 sf	0.00 sm	3220 sf	299.25 sm	0 sf	0.00 sm
loor	Unit #	Type	Area (sf)	Area (sm)	Storage (sf)	Storage (sm)	Net Area (sf)	Net Area (sm)	Balcony (sf)	Balcony (sm
3	301	D4 (ADAPTABLE)	407 sf	37.78 sm	0 sf	0.00 sm	407 sf	37.78 sm	0 sf	0.00 sm
3	302	D3 (ADAPTABLE)	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
3	303	D1	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
3	304	D1	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
3	305	D2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
3	306	D2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
3	307	D3 (ADAPTABLE)	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
3	308	D3 (ADAPTABLE)	401 sf	37.29 sm	0 sf	0.00 sm	401 sf	37.29 sm	0 sf	0.00 sm
		Level 3 Totals:	3217 sf	298.98 sm	0 sf	0.00 sm	3217 sf	298.98 sm	0 sf	0.00 sm
loor	Unit#	Type	Area (sf)	Area (sm)	Storage (sf)	Storage (sm)	Net Area (sf)	Net Area (sm)	Balcony (sf)	Balcony (sm
4	401	D4 (ADAPTABLE)	407 sf	37.78 sm	0 sf	0.00 sm	407 sf	37.78 sm	0 sf	0.00 sm
4	402	D3 (ADAPTABLE)	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
4	403	D1	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
4	404	D1	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
4	405	D2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
4	406	D2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
4	407	D3 (ADAPTABLE)	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
4	408	D3 (ADAPTABLE)	401 sf	37.29 sm	0 sf	0.00 sm	401 sf	37.29 sm	0 sf	0.00 sm
	.00	Level 4 Totals:	3217 sf	298.98 sm	0 sf	0.00 sm	3217 sf	298.98 sm	0 sf	0.00 sm

A0.02 

# DESIGN RATIONALE

#### PROJECT DESCRIPTION

The project proposes two new purpose-built infill rental buildings and a new ramp/pathway for barrier-free access on the property at 151 East Keith Road. The existing site incorporates a 14-storey purpose-built rental tower (1972) and a 2-storey underground parking garage. The site is located on the south side of Keith Road, south of Victoria Park and two blocks east of Lonsdale. The existing rental tower is flanked by a 14-storey condominium tower to the west and a 14-storey condominium tower to the east.

#### SITE ATTRIBUTES

The site affords a variety of opportunities that support the addition of new rental housing:

The site fronts onto Victoria Park and offers a significant opportunity for street-oriented housing that faces the park. The site slopes to the south and affords an unequalled opportunity for views across Burrard Inlet and a full south exposure.

The existing tower is sited to the east of the site and as such enables additional structures to be located to the west. The slope of the site enables the new infill buildings to incorporate a large amount of ground-oriented housing, a preferred model for families.

#### SITE PLANNING AND DISPOSITION

The site plan incorporates two new structures and a new ramp / pathway that provides barrier-free access from East Keith Road to the existing tower and throughout the site.

Building 1: a 4-storey apartment building fronting East Keith Road.

Building 2: a 4-storey ground-oriented townhouse building fronting East 6th Street.

Buildings 1 and 2 are separated with an internal courtyard which enables access to six stacked townhouses in Building 2, while access to three stacked townhouses in Building 2 is from East 6th Street. Building 1 is accessed from Keith Road and has a central elevator lobby which also provides barrier-free access to the parkade levels from inside and outside the building.

#### UNIT TYPE AND DISPOSITION

The project incorporates a combination of studio units and 3-bedroom units. Building 1 contains 31 studio suites with ground-level north-facing suites having access directly from Keith Road. Building 2 incorporates three studio townhouse units and six 3-bedroom townhouses, all with ground level or courtyard level access. When combined with the 1 and 2-bedroom suites in the existing tower, the overall project achieves a more varied mix of unit types.

#### LANDSCAPE AND OPEN SPACE

The existing landscaping above the parking garage including the mature trees on site along Keith Road will have to be replaced in order to construct the new buildings. The proposal, however, includes a new ramp / pathway that provides barrier-free access from Keith Road to the existing tower as well as to a new landscaped courtyard central to the site. Here, a new indoor/outdoor elevator available to all residents can be used for access to the parkade levels. Furthermore, new exterior stairs to the east of Building 2 allow pedestrian travel from East 6th Street through the site to East Keith Road and Victoria Park. The north-facing ground level units in Building 1 will have small, street-oriented garden spaces fronting Victoria Park while the south-facing ground level units in Building 2 will incorporate landscaped gardens facing East 6th Street. Building 1 will a rooftop garden and amenity space while the 3-bedroom units in Building 2 will have generous south-facing groof terraces.

#### ENGINEERING CONSIDERATIONS

The proposed three infill buildings are constructed above an existing 2-storey concrete parkade. The parkade, built in 1973, is constructed with a flat slab, 12" x 24" columns and perimeter foundation walls. A number of constraints and challenges arise:

- The floor to floor height is 8'-6" which results in barely 2m clear headroom. As such, there is no practical way to add anything into the parking level ceiling space. Any encumbrances such as structural elements, ductwork, pipes, additional lighting etc. would restrict the headroom to less than 2m which is both unacceptable and non-code compliant.

- All new structural loads can only be supported directly above the columns.

- Any major intervention or renovation of the existing parking structure would necessitate a building code upgrade which is both impractical and unfeasible.

The project addresses the "design constraints" outlined above as follows:

- Construction of a structural podium below the footprint of each new building. This space allows the structural loads to be transferred to the existing columns and provides an interstitial space for the plumbing and mechanical services.

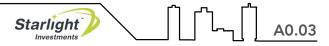
- The limited intervention into the existing parking garage includes a new elevator servicing both levels of the parking structure and provision of bicycle storage adjacent to each existing exit stair.

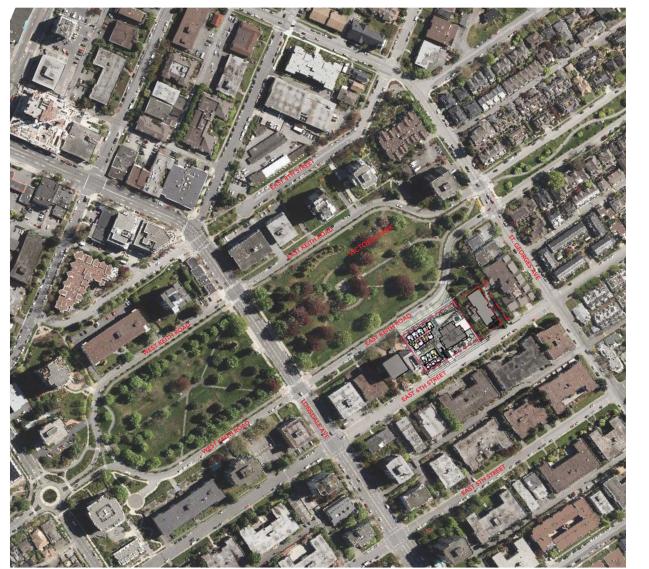
- Ongoing discussions are in progress between the City of North Vancouver Engineering Department, the Lonsdale Energy Corporation and MCW Mechanical Consultants to develop a strategy for servicing the new infill buildings. LMDG Building Code Consultants are preparing a building code concept report to address 1) the existing tower, 2) the existing parking garage, and 3) the new infill buildings. This report has been included with the rezoning / development permit application.

Both mechanical and electrical consultant reports are attached to the application.

#### ARCHITECTURAL CHARACTER

The new buildings provide a new, contemporary streetscape for the East Keith Road and East 6th Street frontages. These are new "homes on the park". As such, the expression of the massings adopts a "row house" approach utilizing a portal or balcony enclosure to identify each unit, or in the case of Building 1, each unit module. The buildings are crafted in a West Coast but modern character utilizing simple planes, flat roofs, generous overhangs and contemporary glazed railings. A simple palette of materials include panelized walls (HardiePanel), horizontal siding, and metal siding and soffits with a woodgrain finish. The glazing is contemporary in its fenestration. All the soffits where visible to the street are clad in natural wood coloured material with associated trim. In sum, the proposed buildings together with the updated landscaping successfully provide a new, refreshing and contemporary streetscape facing Victoria Park.

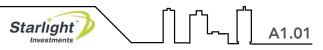


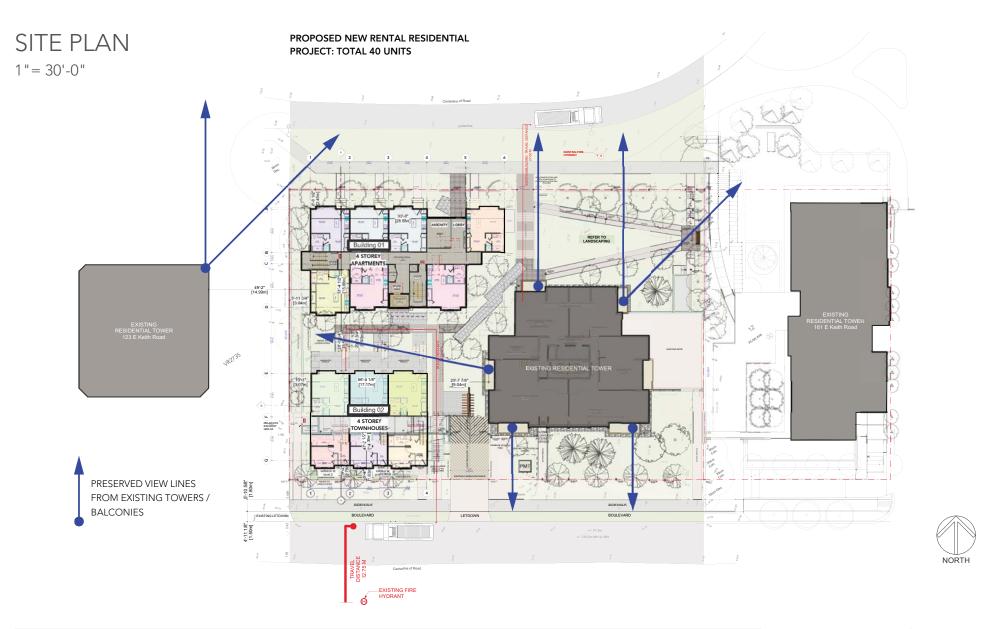


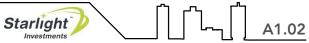
AREA PLAN 1" = 200'-0"









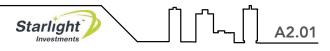




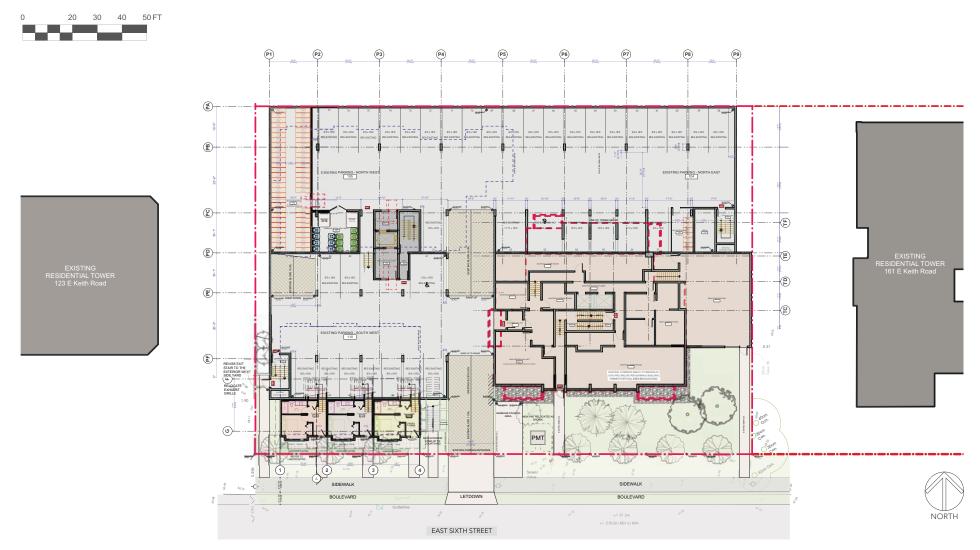
NORTH

0 20 30 40 50 FT





# GROUND FLOOR PLAN









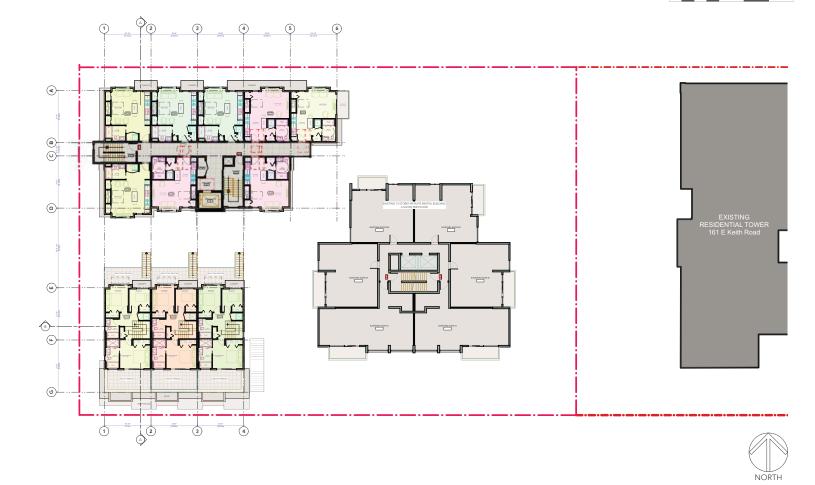
# LEVEL 3 PLAN (Upper Ground)



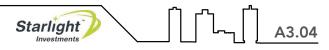




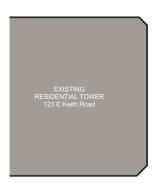


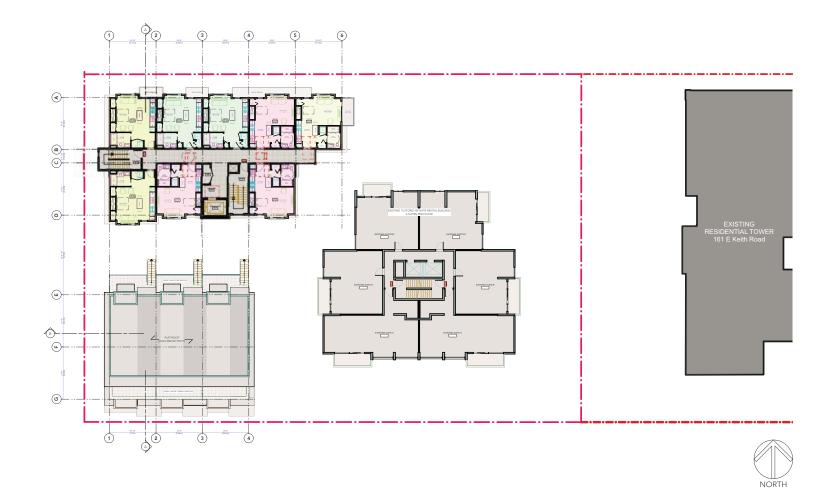


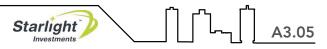






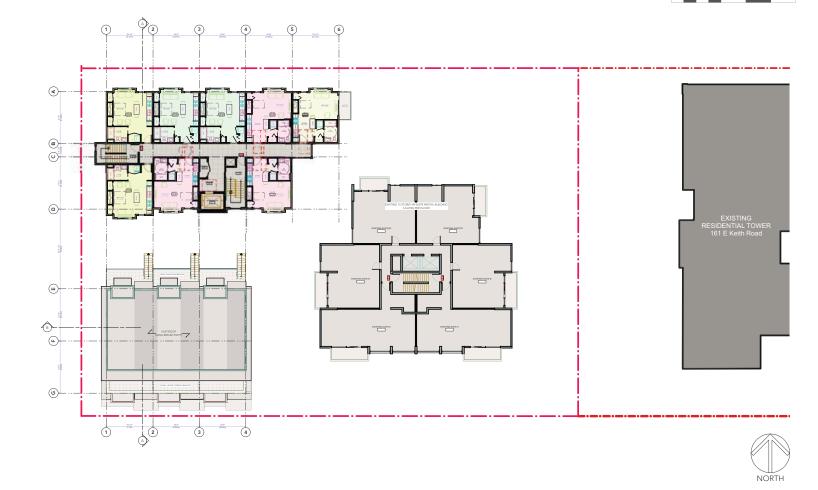




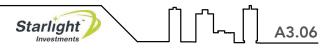




0 20 30 40 50FT

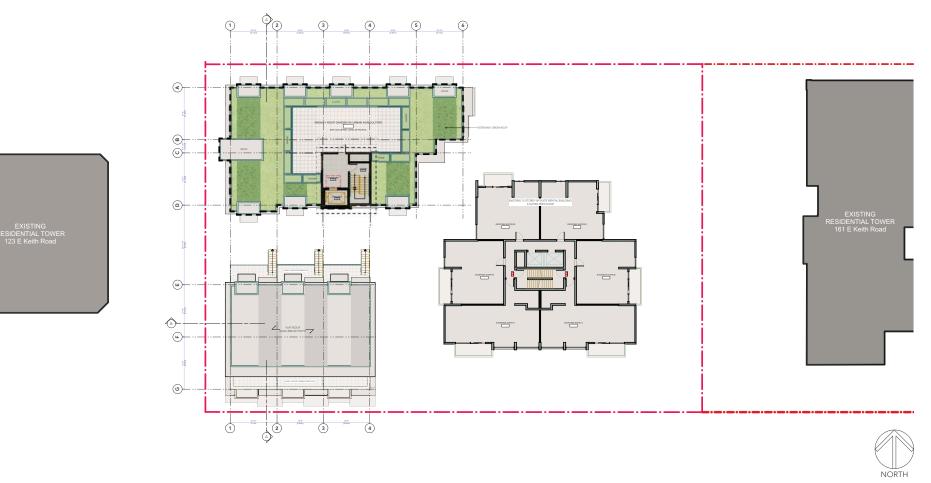
















# ELEVATIONS - BUILDING 2 1"= 20'-0"



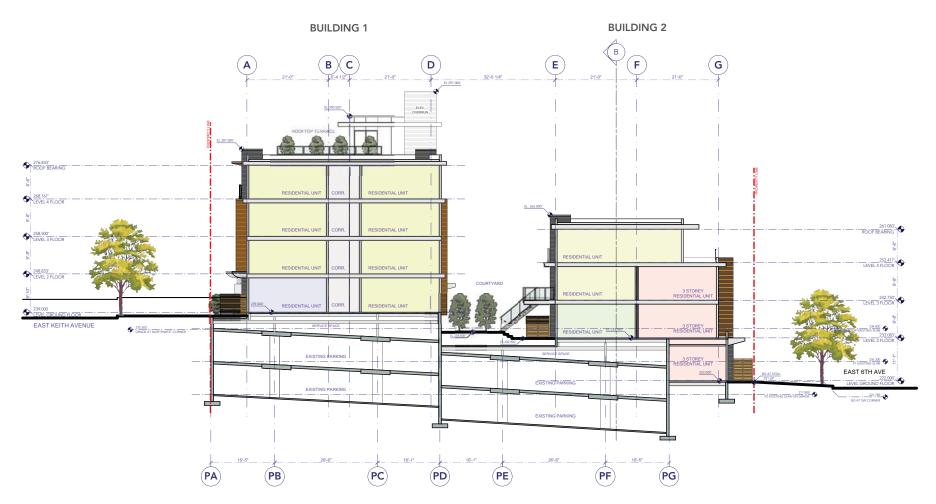




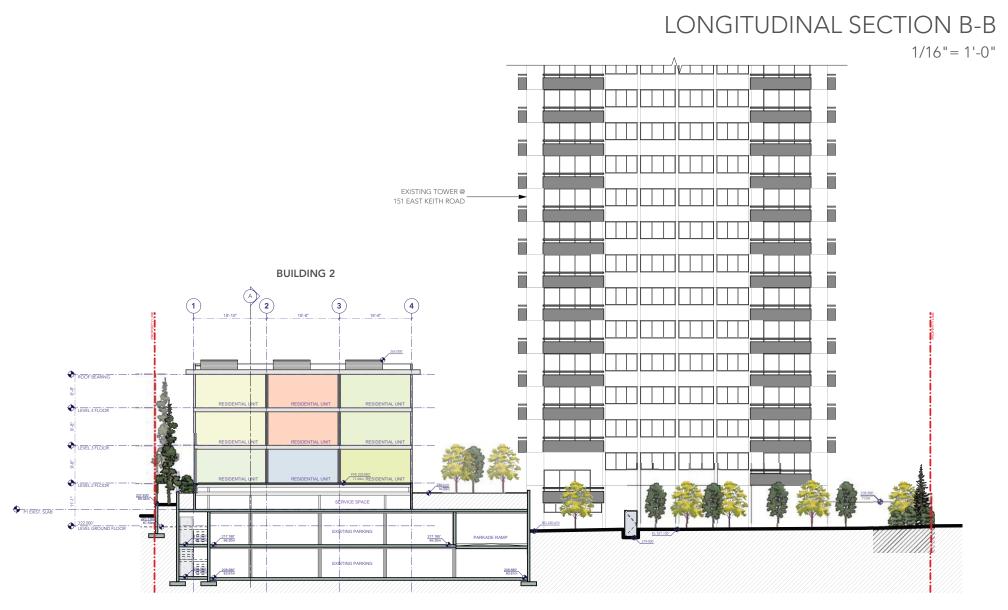
A5.02

# CROSS SECTION A-A

1/16"= 1'-0"









# **UNIT PLANS - APARTMENT & TOWNHOUSE STUDIOS**

SCALE: 1/8" = 1'-0"

A6.01



# UNIT PLANS - 3 BEDROOM TOWNHOUSES

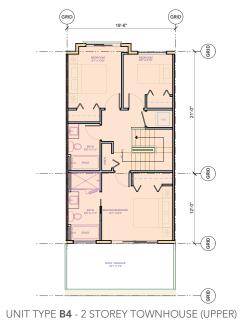
SCALE: 3/32" = 1'-0"



UNIT TYPE **B5** - 2 STOREY TOWNHOUSE (UPPER)



UNIT TYPE **B5** - 2 STOREY TOWNHOUSE (LOWER)





UNIT TYPE **B4** - 2 STOREY TOWNHOUSE (LOWER)



UNIT TYPE **B6** - 2 STOREY TOWNHOUSE (UPPER)





# UNIT PLANS - 3 BEDROOM TOWNHOUSES

SCALE: 1/8" = 1'-0"



# UNIT PLANS - 3 BEDROOM TOWNHOUSES

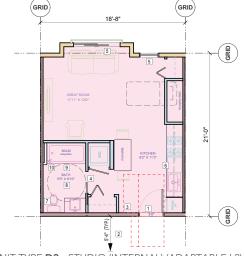
SCALE: 1/8" = 1'-0"





# UNIT PLANS - APARTMENT UNITS

SCALE: 1/8" = 1'-0"



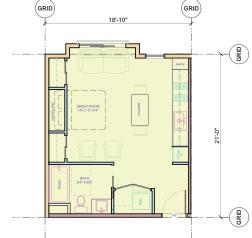
UNIT TYPE **D3** - STUDIO (INTERNAL) (ADAPTABLE L2) APARTMENT UNIT

#### LEVEL 2 ADAPTABLE DESIGN ELEMENTS:

1 3'-0" Suite entry door c/w wiring for automatic door opener.

2 Corridors greater than 4' wide, typical.

- 3 2'-0" clear wall space adjacent to door latches where door swings toward user.
- 4 Bathroom door 2'-10" clear opening.
- 5 Window sills less than 2'-6" A.F.F.
- 6 Continuous counter between sink and stove.
- 7 Toilet located adjacent to wall.
- 8 Turning radius within bathroom provided.
- 9 Greater than 3' clearance along full length of tub.
- 10 Tub control valve placed at outer edge of tub, with tub spout remaining in central position.



UNIT TYPE **D2** - STUDIO (END) APARTMENT UNIT



GRID

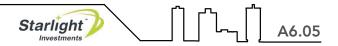
GRID

GRID

5

18'-8"

GRID



# **3D STUDIES**



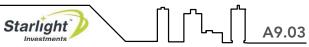


# **3D STUDIES**



151 East Keith Road





# SHADOW STUDIES

SUMMER / WINTER SOLSTICE & AUTUMN EQUINOX



June 21st - 2pm



September 21st - 2pm



Starlight



NORTH



June 21st - 12pm



September 21st - 12pm





June 21st - 10am

151 East Keith Road Proposed Infill Development



### EXTERIOR MATERIAL/ COLOUR SCHEDULE

MAT NO	ELEMENT	FINISH	COLOUR
E01.1	CEMENTITIOUS PANEL SYSTEM (Hardie 2.0 Reveal)	PAINT	ARCTIC WHITE
E01.2	CEMENTITIOUS PANEL SYSTEM (Hardie 2.0 Reveal)	PAINT	LIGHT MIST
E01.3	CEMENTITIOUS PANEL SYSTEM (Hardie 2.0 Reveal)	PAINT	GRAY SLATE
E01.4	CEMENTITIOUS PANEL SYSTEM (Hardie 2.0 Reveal)	PAINT	IRON GRAY
E02.1	CEMENTITIOUS LAP SIDING (HardiePlank)	PREFINISHED	ARCTIC WHITE
E02.2	CEMENTITIOUS LAP SIDING (HardiePlank)	PREFINISHED	LIGHT MIST
E02.3	CEMENTITIOUS LAP SIDING (HardiePlank)	PREFINISHED	IRON GRAY
E03	WOOD COLOURED SOFFIT / SIDING	PREFINISHED	LIGHT ASH
E04	EXPOSED CONCRETE	PAINTED	CONCRETE - ELASTOMERIC PAINT
E05	ALUMINUM WINDOW WALL SYSTEM	PREFINISHED	CLEAR ANODIZED FINISH
E06	SPANDREL GLAZING	PREFINISHED	TO MATCH ADJACENT WINDOW WALL SYSTEM
E07.1	VINYL WINDOWS (Hardie Trim Casings at Lap Siding)	PREFINISHED	BLACK / CLEAR GLASS
E07.2	VINYL WINDOWS	PREFINISHED	BLACK / TRANSLUCENT GLASS
E08	VINYL SLIDING DOOR (Hardie Trim Casings)	PREFINISHED	IRON MOUNTAIN GREY
E09	VINYL SWING DOOR	PREFINISHED	IRON MOUNTAIN GREY / CLEAR GLASS
E10	WOOD GLAZED DOOR	STAINED	NATURAL STAIN / CLEAR GLASS
E11	HM DOOR	PAINT	TO MATCH ADJACENT MATERIAL
E12	METAL FLASHING	PREFINISHED	TO MATCH BM 2126-20 RACOON FUR
E13	ALUMINUM GUARD RAILS WITH TEMPERED GLASS	PREFINISHED	GUARDS TO MATCH BM 2126-20 RACOON FUR, CLEAR GLASS
E14	ALUMINUM PRIVACY SCREEN	PREFINISHED	CLEAR ANODIZED FINISH
E15	ALUMINUM FINS	PREFINISHED	CLEAR ANODIZED FINISH
E16	CEDAR TRELLIS / FENCE PRIVACY SCREENS	STAINED	NATURAL
E17	PREMANUFACTURED ALUMINUM PANEL	PREFINISHED	CLEAR ANODIZED FINISH

### GENERAL MATERIAL NOTES:

MATERIAL INDICATORS ARE SHOWN FOR CLARITY OF TYPICAL AREAS OF THE ELEVATIONS. AREAS NOT NOTED ARE TO FOLLOW AS PER THE TYPICAL LOCATION CHANGES IN MATERIALS TO ALWAYS OCCUR AT INSIDE CORNERS UNLESS OTHERWISE NOTED OR SHOWN.

151 East Keith Road | Proposed Infill Development

# EXTERIOR MATERIALS / COLOURS

E01.1 Cementitious Panel System Hardie Reveal 2.0 Painted - Arctic White
E01.2 Cementitious Panel System Hardie Reveal 2.0 Painted - Light Mist
E01.3 Cementitious Panel System Hardie Reveal 2.0 Painted - Gray Slate
<b>E01.4</b> Cementitious Panel System Hardie Reveal 2.0 Painted - Iron Gray
E02.1 Cementitious Lap Siding Prefinished - Arctic White
<b>E02.2</b> Cementitious Lap Siding Prefinished - Light Mist

E02.3 Cementitious Lap Siding Prefinished - Iron Gray

### E03

Stained Wood Siding Natural Finish

E05 E15 E17 Prefinished Aluminum Storefront System / Alum. Fins / Premanufactured Alum. Panel Clear Anondized Finish

E07 E08 E09 Prefinished Vinyl Windows / Sliding Doors / Swing Doors w/ Hardie Trim Casings Iron Mountain Grey

> E10 Stained Wood Glazed Door w/ Clear Glass Natural Finish

E12 E13 Metal Flashing / Aluminum Guard Rails Racoon Fur To match Benjamin Moore 2126-20

E18 Aluminum Soffit Longboard Woodgrain Light Cherry



# **PROPOSED RESIDENTIAL INFILL DEVELOPMENT**

### LANDSCAPE SET: RE-ISSUED FOR REZONING **FEBRUARY 4, 2019**

### **PROJECT INFORMATION**

#### ARCHITECT:

BURROWES HUGGINS ARCHITECTS CONTACT NAME: MIKE HUGGINS 205 - 1628 WEST 1ST AVENUE VANCOUVER. BRITISH COLUMBIA EMAIL: MIKEH@BHA.CA PH: 604.730.8100

#### LANDSCAPE ARCHITECT:

CONNECT LANDSCAPE ARCHITECTURE INC. CONTACT NAME: DAVID STOYKO 2305 HEMLOCK STREET, VANCOUVER, BRITISH COLUMBIA, V6H 2V1 EMAIL: DAVID@CONNECTLA.CA PH: 604.681.3303

### LANDSCAPE DRAWING INDEX

	DRAWING INDEX
SHEET No.	SHEET NAME
L 0.0	COVER SHEET AND DRAWING LIST
L 1.1	LANDSCAPE CONCEPT PLAN
L 1.2	LANDSCAPE CONCEPT LIGHTING PLAN
L 1.3	ROOF LEVEL PLAN
L 2.1	PLANT MATERIALS / LANDSCAPE MATERIALS
L 2.2	LANDSCAPE PLANTING PLAN
L 2.3	ROOF PLANTING PLAN
L 2.4	TREE PROTECTION AND REMOVAL

### GENERAL NOTES

ALL LANDSCAPE ARCHITECTURAL DRAWINGS IN THIS PACKAGE SHALL BE READ IN CONJUNCTION WITH ALL OTHER LANDSCAPE ARCHITECTURAL DRAWINGS, DETAILS SPECIFICATIONS, AND OTHER CORRESPONDANCE THAT MAY BE ISSUED DURING THE COURSE OF THE CONTRACT.

IF A DISCREPANCY OCCURS BETWEEN THE DRAWINGS AND THE SPECIFICATIONS OR ANY OTHER DOCUMENT ASSOCIATED WITH THE PROJECT, THE CONFLICT SHALL BE REPORTED IN WRITING TO THE LANDSCAPE ARCHITECT TO OBTAIN CLARIFICATION AND APPROVAL BEFORE PROCEEDING WITH WORKS.

THE CONTRACTOR SHALL VISIT THE SITE TO VERIFY THE TRUE EXISTING CONDITIONS. ANY UNCLEAR ISSUES SHALL BE CLARIFIED WITH THE LANDSCAPE ARCHITECT. NO CLAIM SHALL BE ALLOWED FOR EXTRAS WHICH MAY ARISE THROUGH NEGLECT OF THIS ADVICE.

ALL EXISTING INFORMATION IS BASED ON AVAILABLE RECORDS AND SHALL NOT BE CONSTRUED TO BE COMPLETE OR ACCURATE.

LAYOUT OF HARDSCAPE, SITE FURNITURE, SOIL, PLANTING, AND ALL OTHER MATERIALS IS TO BE STAKED OUT AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION

ALL PLANTING SHALL BE IN ACCORDANCE WITH BC LANDSCAPE STANDARD, LATEST EDITION.

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXISTENCE, LOCATION, AND ELEVATION OF ALL LITILITIES AND CONCEALED STRUCTURES AND IS RESPONSIBLE FOR NOTIFYING THE APPROPRIATE COMPANY, DEPARTMENT OR PERSON(S) OF ITS INTENTION TO CARRY OUT ITS OPERATIONS.

CONNECT LANDSCAPE ARCHITECTURE INC. DOES NOT GUARANTEE THE EXISTENCE, LOCATION, AND ELEVATION OF UTILITIES OR CONCEALED STRUCTURES AT THE PROJECT SITE.

FINAL SELECTION AND APPROVAL OF ALL STREET TREES TO BE DONE BY THE CITY OF NORTH VANCOUVER

# connect

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CONNECT LANDSCAPE ARCHITECTURE INC. DOES NOT GUARANTEE THE EXISTENCE. LOCATION, AND ELEVATION OF UTILITIES AND OR CONCEALED STRUCTURES AT THE PROJECT SITE.

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	RE-ISSUED FOR REZONING	19-02-04
,	ISSUED FOR REVIEW	18-12-11
l	RE-ISSUED FOR REZONING	17-10-23
;	RE-ISSUED FOR REZONING	17-01-09
!	ISSUED FOR REZONING	16-11-22

### Starlight Investments

16-10-20

ISSUED FOR REVIEW

REVISIONS

### PROPOSED **RESIDENTIAL INFILL** 151 FAST KEITH ROAD

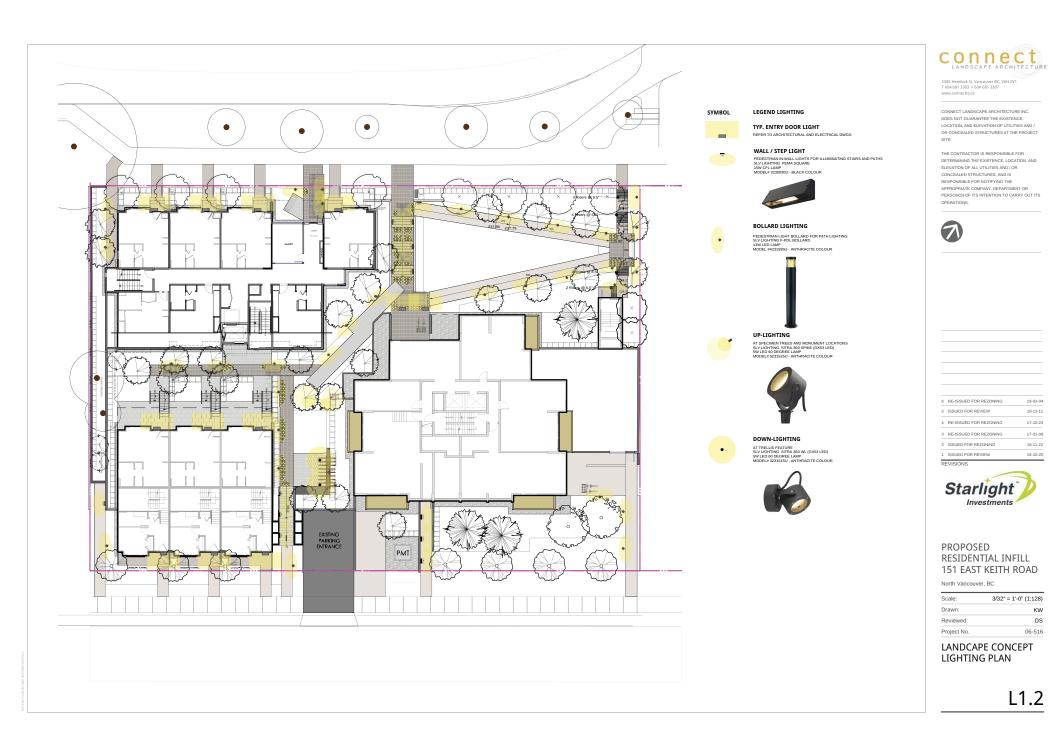
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North Vancouver, BC	
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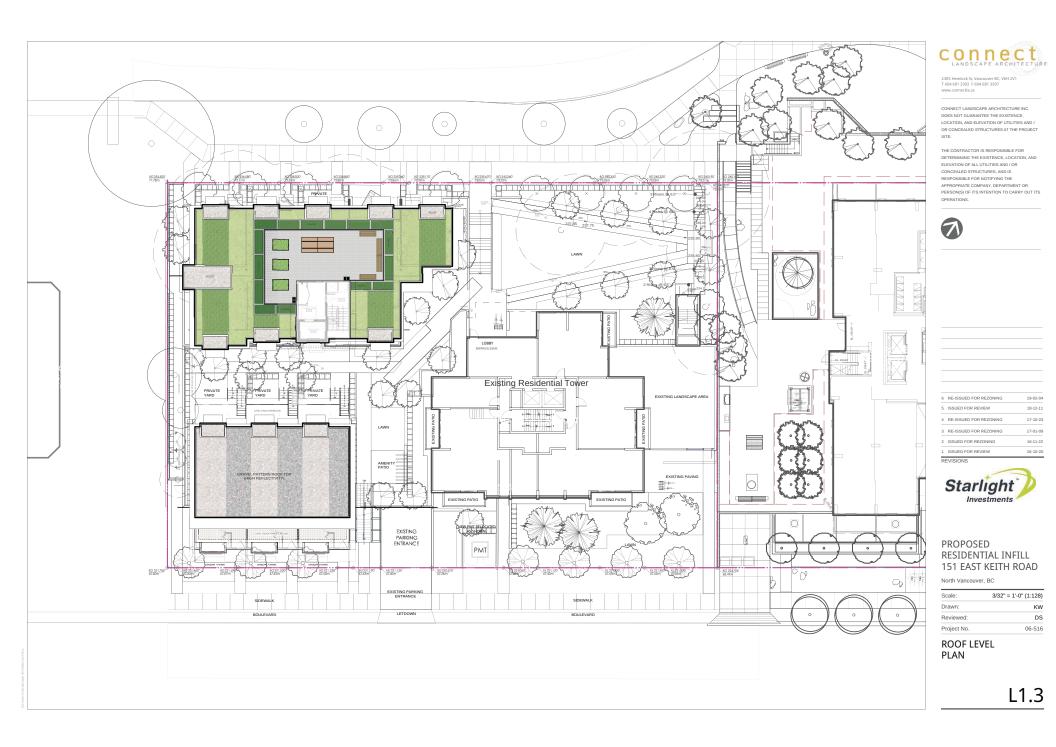
Drawn:	KW
Reviewed:	DS
Project No.	06-516

### COVER PAGE DRAWING INDEX

L0.0







### PAVING



### PLANTING CHARACTER

### EVERGREEN AND SHADE PLANTS







Rubus calycinoide Emerald Carpet

Fragaria chiloensis Beach Strawberry

PACIFIC NORTHWEST PLANTS







Cryptogramma crispa Parsley Fern

_	QTY.	EXISTING TREES	COMMON NAME	SIZE	SPACING
• •	_	Existing Tree To Remain; install Tree Protection Fencing around d	ripline perimeter		
		PROPOSED CONIFEROUS TREES			
	3	Picea omorika	Serbian Spruce	3m HT. B&B	As shown
3	3	Picea orientalis aurea	Golden Oriental Spruce	3m HT. B&B	As shown
A A	- 54	Pinus parviflora 'Hillier'	Hillier Japanese White Pine	1.5m HT. B&B	As shown
-		PROPOSED DECIDUOUS TREES			
20	17	Acer circinatum	Vine Maple	6cm cal., B&B	As shown
1	2 7	Acer griseum	Paperbark Maple	5cm cal., B&B	As shown
	<b>y</b> 2	Acer palmatum 'Osakazuki'	Japanese Maple	5cm cal., B&B	As shown
m	2	Cercidiphyllum japonicum	Katsura Tree	6cm cal., B&B	As shown
ξ ·-	8 - 8	Fraxinus penn. 'Prairie Spire'	Prairie Spire Ash	6cm cal., B&B	As shown
to	4	Liquidambar styraciflua 'Slender Silhouette'	Slender Silhouette Sweetgum	5cm cal., B&B	As shown
	4	Syringa reticulata	Japanese Tree Lilac	5cm cal., B&B	As shown
		SHRUBS			
0	164	Berberis thunbergii 'Rose Glow'	Rose Glow Japanese Barberry	No. 2 Pot	600mm o.c.
$\odot$	60	Cornus stolonifera	Red Twig Dogwood	No. 3 Pot	900mm o.c.
ଁ	13	Forsythia intermedia	Yellow Forsythia	No. 2 pot	600mm o.c.
٥	122	Lavandula angustifolium 'Hidcote'	Hidcote Blue English Lavender	No. 2 Pot	450mm o.c.
0	83	Pieris japonica	Japanese Pieris	No. 3 Pot	900mm o.c.
424	68	Polystichum munitum	Western Sword Fern	No. 1 pot	450mm o.c.
۲	199	llex crenata	Japanese Holly	No. 2 Pot	600mm o.c.
۲	24	Rhododendron 'Ken Janeck'	Pink Rhododendron	No. 3 Pot	450mm o.c.
٢	72	Rhododendron 'Unique'	Pink Rhododendron	No. 3 pot	600mm o.c.
۰	45	Sarcoccocca hookerana 'Humilis'	Himalayan Sweetbox	No. 2 Pot	600mm o.c.
۲	105	Skimmia japonica	Japanese Skimmia	No. 2 Pot	600mm o.c.
0	82	Spiraea x bumalda 'Goldflame'	Goldflame Spirea	No. 2 Pot	600mm o.c.
Ð	73	Symphoricarpos alba	Snowberry	No. 3 pot	600mm o.c.
100	251	Taxus x media 'Hillii'	Hicks Yew (male form)	No. 5 Pot	450mm o.c.
		GROUNDCOVERS			
	148	Ceanothus griseus horizontalis	Creeping Ceanothus	No. 1 pot	380mm o.c.
	127	Fragaria chiloensis	Beach Strawberry	No. 1 Pot	380mm o.c.
	216	Geranium cantabrigiense	Cranesbill Geranium	4" (10cm) Pot	450mm o.c.
	9	Pachysandra terminalis	Japanese Spurge	4" (10cm) Pot	380mm o.c.
	66	Rubus calycinoides	Emerald Carpet	4" (10cm) Pot	380mm o.c.
[]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]	37	Thymus praecox 'Purple Carpet'	Purple Carpet Creeping Thyme	4" (10cm) Pot	300mm o.c.
<u>EB8446888</u>	37		Purple Carpet Creeping Thyme	4" (10cm) Pot	300mm o.c.
		PERENNIALS			
•	22	Dicentra formosa	Western Bleeding Heart	No. 1 Pot	450mm o.c.
0	34	Echinacea purpurea	Purple Coneflower	No. 1 Pot	450mm o.c.
Θ	18	Hosta 'Blue Angel'	Blue Angel Hosta	No. 1 Pot	600mm o.c.
٥	42	Iris tenax	Tough-Leaf Iris	4" (10cm) Pot	380mm o.c.
		GREEN ROOF MIXES			
8000	60m2	Section TRO			

Dark Mix

Light Mix

PLANT MATERIAL LIST

COMMON NAME

SIZE SPACING

Tray system As shown

Tray system As shown

QTY. BOTANICAL NAME

60m2 Species TBD

110m2 Species TBD

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_		
_		
6	RE-ISSUED FOR REZONING	19-02-04
	RE-ISSUED FOR REZONING	
5		18-12-11
5	ISSUED FOR REVIEW	18-12-11
5	ISSUED FOR REVIEW RE-ISSUED FOR REZONING	19-02-04 18-12-11 17-10-23 17-01-05 16-11-22



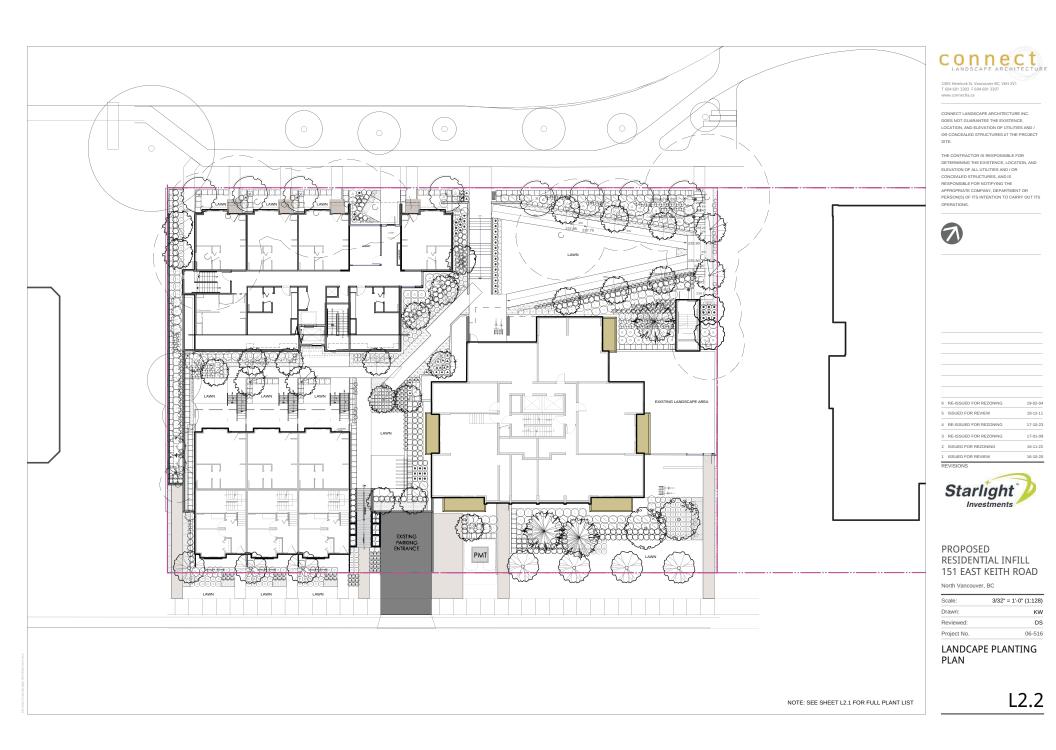
### PROPOSED **RESIDENTIAL INFILL** 151 EAST KEITH ROAD

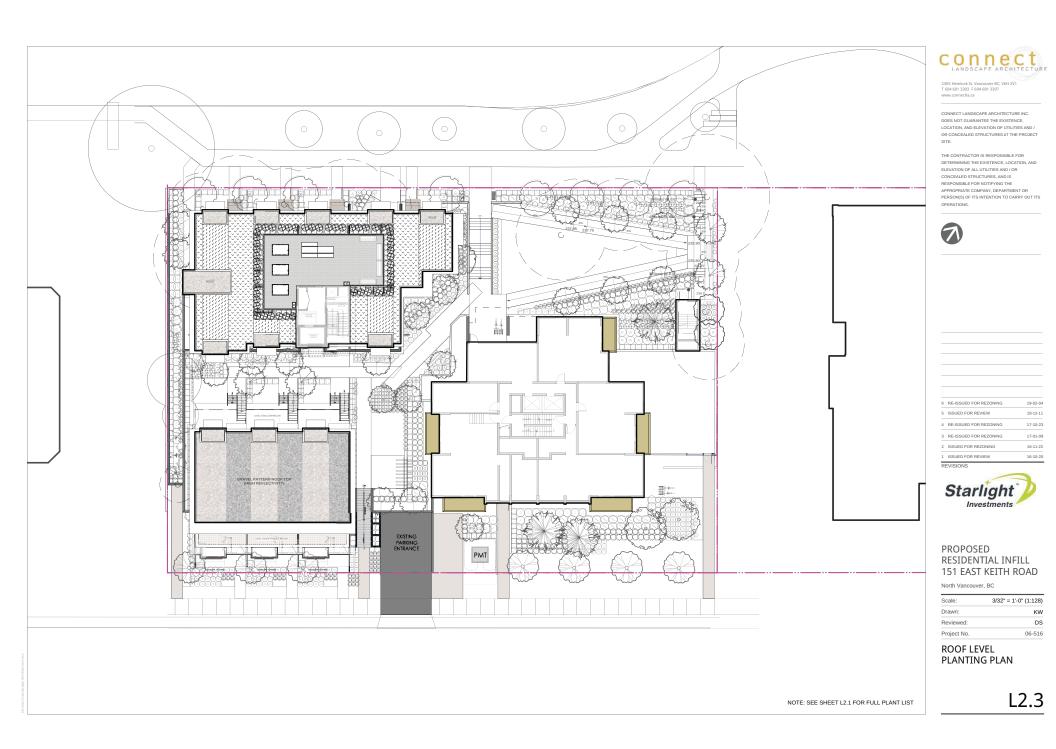
North Vancouver, BC

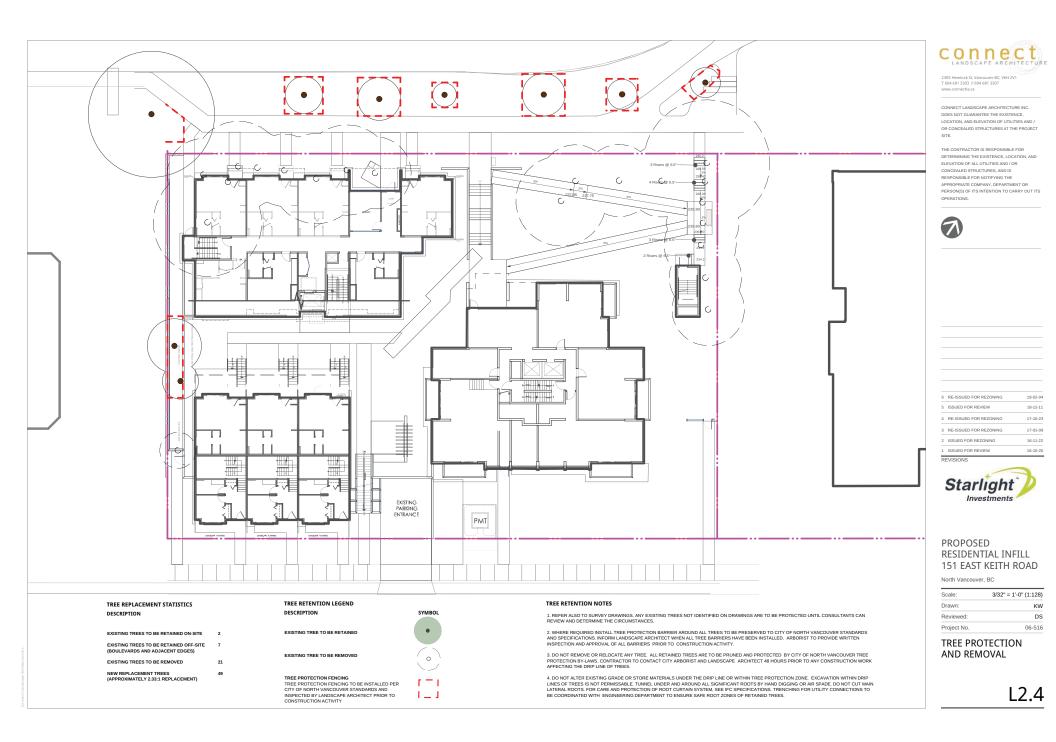
Scale:	n/a
Drawn:	KW
Reviewed:	DS
Project No.	06-516

### PLANT MATERIALS LANDSCAPE MATERIALS

L2.1







# **POTTINGER BIRD**

# COMMUNITY RELATIONS

# Community Open House Summary Report

151 East Keith Road Starlight Investments

March 27, 2019 St. Andrew's Church 1044 St Georges Avenue North Vancouver, B.C.

Final Version Date: April 11, 2019

### Summary

Starlight Investments, in collaboration with BHA Architecture, is proposing to increase the rental housing capacity at 151 East Keith Road in North Vancouver through modest, infill development. The proposal intends to respond to the well documented need for more rental housing in the City of North Vancouver.

The site currently features a 14-storey purpose-built rental tower (built in 1972) and a 2-storey underground parking garage. The proposal is strictly for infill housing, meaning the existing building on site will remain in place and that no existing tenants will be displaced as a result of this proposal.

The application seeks to rezone the property to allow for the development of 40 new rental homes, which will be housed in two 4-storey buildings (townhome building and apartment building), for an additional floor space ratio of 0.88. In alignment with the *Housing Action Plan (2016),* 10% of the homes will be offered at below-market rates. These units will be rented at SAFER rates (30% below CMHC average) and secured in perpetuity, exceeding City requirements.

The site is designated as Level Six: High Density. The *Official Community Plan (2014)* notes that "Council may approve additional floor area if there is a commitment to provide market or non-market rental housing". (*OCP 2014, Section 2.2*).

As part of the planning process, a voluntary, applicant-led Neighbourhood Open House was held on March 27, 2019 at St. Andrews Church to share the proposal with the community. The purpose of the Neighbourhood Open House was to share the revised scheme with the community and gather the public's feedback. The notification and Neighbourhood Open House format adhered to the City of North Vancouver's policy guidelines and requirements.

A turnout of 50 members of the community garnered a total of 26 comment sheets during the duration of the Neighbourhood Open House. The applicant team received 2 comments from local residents following the Neighbourhood Open House.

### Notification

An official letter of notification (Appendix A) was mailed to property owners within a 40 meter radius of the subject site. The notification radius provided by the City of North Vancouver included 2059 homes. The notification was received two weeks in advance of the Neighbourhood Open House, on March 13, 2019. In addition to the official notification, two signs were erected on the subject site (fronting East Keith Road and East 6<sup>th</sup> Street) on March 15<sup>th</sup>, 2019 and the Neighbourhood Open House was advertised in the North Shore News on March 20<sup>th</sup> and 22<sup>nd</sup>, 2019.

### Neighbourhood Open House Summary

Date: March 27<sup>th</sup>, 2019 Location: The Friendship Room - St. Andrews Church, 1044 St. Georges Avenue, North Vancouver, B.C. Hours: 5:00pm-7:00pm Registered Attendees: 50 Comment sheets submitted at Open House: 26 Comments received after the Open House: 2 Total comments received: 28

The Neighbourhood Open House followed an informal format with 14 project boards on display (Appendix B). Members of the applicant team were present to answer questions. No formal presentation was made.

Comment sheets were available for participants to privately record their feedback on the proposal. All comments received at the Open House have been transcribed exactly as they appear (no corrections of spelling or grammar have been made) and are included in this report. Scanned copies of the comment sheets and email feedback (Appendix C) and the sign-in sheets (Appendix D) are attached herein.

Name	Mailing Address	Email	Telephone
W Daal	123 E Keith		
G Daal	123 E Keith		
P Montgomery	123 E Keith		
D. McDowall	123 E Keith		
R. Romano	138 Esplanade E		
Bob Bunting	655 E 9 <sup>th</sup>		
Cathy Lewis	655 E 9 <sup>th</sup>		
Don Petter	678 W Queen		
Linda Jones	123 E Keith		
Bente Nielsen	1468 St. Andrews Av		
Ken Megale	1601-151 Keith Rd		
Linda Heese	1501-140 Keith Rd		
Bill Heese	1501-140 Keith Rd		
Tanya Miller			
Joy Hayden	267 W. Esplanade		
Robert Van	102-151 Keith E		
Veen	Rd		
Gabrielle Lonen	1004-175 Victory Ship Way		
Dean Rath	202-141 E 6 <sup>th</sup> St		
John Kennan	1401-123 E Keith Rd		
Gerry Fitzpatrick	123 E Keith		
David Fawley	1726 Rufus Dr		
H.Thomas	1001-123 E Keith		
T.Lehaullen	902-123 E Keith		
Ken Dueck	309-170 5 <sup>th</sup> St E		
S. Wilson	209-131 E 3 <sup>rd</sup> St		

### Neighbourhood Open House Sign-In Sheet:

Smith St N	150 E. Keith	
Schnieder S	140 E Keith	
I Gilbertson	141 E 6 <sup>th</sup> St	
B. Graves	140 E Keith	
Wayne Collett	123 E.Keith	
Emily DeGenova	155 2 <sup>nd</sup> St W	
Hudson Francesco	155 2 <sup>nd</sup> St W	
May Park	123 E.Keith	
B.Clark	123 E.Keith	
Robyn Newton	2104 Grand Blvd	
Kasin Lamers	141 E 6 <sup>th</sup> Ave	
Viire Daniels	802 - 123 E. Keith Rd	
Mitchell Hugh	801-123 E. Keith Rd	
Elonna Hugh	801-123 E. Keith Rd	
Kim Collett	1501 123 E. Keith Rd	
B. Kellington	1001-140 E Keith	
Bill Herman	123 E. Keith Rd	
Anne Herman	123 E. Keith Rd	 
Chuck Handy	123 E. Keith Rd	
Helen Patuck	123 E. Keith Rd	
Catriona Remockez	66-728 14 <sup>th</sup> St	

### Comment Sheet Results and Quantitative Analysis:

Of the 28 comments received, we have determined that:

- 43% (12 respondents) voiced support for the project.
- 39% (11 respondents) voiced concern for the project.
- 18% (5 respondents) voiced neutral comments toward the project, with suggestions.

### Key Areas of Support:

- **39% (11 respondents)** expressed support for increased rental, affordable and/or family-oriented housing supply in the area.
- **32% (9 respondents)** voiced support for the design (architecture, landscaping and density) of the proposal.
- **25% (7 respondents)** liked that the proposal is for infill development (ie. no displacement associated with this application).

### Key Areas of Concern:

- **39% (11 respondents)** indicated that they wanted to see the setbacks increased and/or had concerns about view corridors.
- **18% (5 respondents)** raised concerns about increased street-side parking and/or traffic in the area.
- 18% (5 respondents) raised concerns about construction impacts (noise, debris, etc).
- 14% (4 respondents) did not want to see housing developed at this location.

Of the 26 comment cards received at the Neighbourhood Open House, 7 comment cards were submitted anonymously (no name or contact information). Below provides an overview of the comments received. Please note that comments are transcribed verbatim and have not been corrected, altered, or censored.

### 1. <u>Tell us a little about yourself. Check those applicable to you?</u>

Transcription of Comments:

- 93% (25 respondents) live in the City of North Vancouver
- 19% (5 respondents) work in the City of North Vancouver
- 56% (15 respondents) own their home
- 37% (10 respondents) rent their home
- **7% (2 respondents)** did not provide a response

### 2. <u>Are there elements of the proposed plan that you like? If so, what are they?</u>

Transcription of Comments:

The below responses to this question were submitted to the applicant team during the Neighbourhood Open House:

1.	Larger family units, starter home units (all in one!), Modest infill, fits with character of
	neighbourhood and rooftop patios
2.	-The design, how it fits in the community
	-Proximity to green space – great for seniors and small families
	-Pleased how it fits into the existing neighbourhood
	-Pleased to see family size units – need some children in the neighbourhood
	-Love the housing available to low-income seniors
3.	All of them!
4.	I like that the plan is supporting the development of more rental housing much needed,
	especially in the form of studio and 3-bedroom units, which we are particularly short on. I
	also don't think this development will be overly disruptive to existing residents on detract
	from their neighbourhood
5.	-Support for seniors
	-3-Bedroom rentals are needed in North Van! (Affordable)
	-Thrilled to see a progressive plan
	-Better amenities are needed in rental buildings. I am happy to see that there will be
	upgrades

~	
6.	-Increase to rental stock
	-Seniors below market rental
	-3-bedroom units for families
	-Adaptable units
	-No displacement of existing residents
7.	-Rental stock will increase without displacing current units. This is a true increase in available
	rentals, not just replacing a building
	-Affordability. Affordability is a real concern in the City of NV. Rental prices seem to increase
	every month and there doesn't seem to be an end in sight. I want to live in a vibrant and
	diverse city, not a city that is only accessible to the highest income residents
	-I really can't emphasis enough how much I support this project
8.	-All! More affordable housing is needed in this city especially projects that do not displace
0.	current tenants
•	-Makes the whole street look better and more modern
9.	-Like the aesthetics
	-Integrates well with the neighbouring buildings
10.	-Improves access
	-Revised layout (building 3 removed)
	-More landscapes and trees (Greenery)
11.	What are you planning to do with the trees on the west side of these buildings?
	How are ya going to accommodate the people with cars?
12.	NONE
13.	-Not really – I do not wish this development to proceed
14.	I do not like any of the plans
14.	Unnecessary devel
	Construction fatigue – due to 16 storey bld. Next door
	Obstruction to view corridor
	Parking problems
	Noise
1 -	
15.	NONE
16.	No
	We have no need for unaffordable rental housing
17.	We have no need for unaffordable rental housing Like that the proponent is willing to buy their plans to the neighbourhood for early views
17.	
17. 18.	Like that the proponent is willing to buy their plans to the neighbourhood for early views
	Like that the proponent is willing to buy their plans to the neighbourhood for early views I also like the fact that the unsightly piece of land will be addressed
	Like that the proponent is willing to buy their plans to the neighbourhood for early views I also like the fact that the unsightly piece of land will be addressed Too close to Victoria Park & Victoria Place
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	Like that the proponent is willing to buy their plans to the neighbourhood for early views I also like the fact that the unsightly piece of land will be addressed Too close to Victoria Park & Victoria Place No sight lines from Park Stairwell lighting impacting wildlife & Area Residents
18.	Like that the proponent is willing to buy their plans to the neighbourhood for early views I also like the fact that the unsightly piece of land will be addressed Too close to Victoria Park & Victoria Place No sight lines from Park Stairwell lighting impacting wildlife & Area Residents Affordable suites – I don't think so That it is 4-storey is good-but I still think this development is misplaced
18.	Like that the proponent is willing to buy their plans to the neighbourhood for early views I also like the fact that the unsightly piece of land will be addressed Too close to Victoria Park & Victoria Place No sight lines from Park Stairwell lighting impacting wildlife & Area Residents Affordable suites – I don't think so That it is 4-storey is good-but I still think this development is misplaced That tenants are not displaced-since nobody there!!
18. 19.	Like that the proponent is willing to buy their plans to the neighbourhood for early views I also like the fact that the unsightly piece of land will be addressed Too close to Victoria Park & Victoria Place No sight lines from Park Stairwell lighting impacting wildlife & Area Residents Affordable suites – I don't think so That it is 4-storey is good-but I still think this development is misplaced That tenants are not displaced-since nobody there!! That it would remain "RENTAL" is perpetuity
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# 3. <u>Are there elements of the proposed plan that you believe could be improved? If so, do you have suggestions on how they might be improved?</u>

Transcription of Comments:

The below responses to this question were submitted to the applicant team during the Neighbourhood Open House:

- 1. Unsure
- Building 1 is too close to the property line to the west and to Keith road. The setbacks are insulting to the community need for open, uncluttered visual space especially as people live in smaller + smaller apartments studios
   Building 2 is too close to the property line to the west. 6<sup>th</sup> street set back is fine it is taking
   advantage of the "air space" left on the ost side of the property to the west (123)
   Build sooner
   DO NOT BUILD
   DO NOT BUILD
- The Corridor is going to disappear. Most of the grocery & park will be obsured by this building specially for those that live on East 6<sup>th</sup>. We are fed up with construction, trucks, no parking, excessive noise ground tremors, smokers, foul language. THE TRAFFIC IS OUTRAGEOUS and our patience has reached its limit.
- **6.** Setback from E Keith Road, to be improved. The building encroaches on the sidewalk. As a pedestrian the building has an overbearing presence. It is totally out of character with the neighbourhood
- 7. Yes, atm we the plan we don't want any more skyscrapers in around Victoria Park
- 8. Excellent response to comments & concerns raised at the public hearing last year
- 9. No view corridors have been maximized already while not over bearing the site
- **10.** The plan needs to address the west side variance issue. I live at the 123 E Keith and will certainly feel the impact of the solid wall massing in this design. The protruding stairwell structure in that wall makes the impact even worse. When the adjacent buildings has an open airy side yard it is not fair to the neighbourhood to build so close to the property line and expect the adjacent property to provide the ambiance this area projects. Please increase the west side setback and redesign your buildings to reflect that. We are well aware that not having to build new parking allotments will save this developer a lot of money, but the neighbourhood will suffer for it. To allow the project to also destroy our light and openness corridors is not acceptable
- **11.** Increase setbacks at E Keith
- **12.** It is not the right place looks awkward in between the high-rises, and like the previous proposal it blocks the park even now that the one building is removed. I don't think we should put anything there just because there aren't any buildings right now. It seems a bit desperate!
- **13.** The setback is....
- **14.** *No I think it's great!*

- **15.** *Nope, needs to move forward*
- **16.** Always curious about Highrise vs 4 storey integrations but can't think of any changes.
- **17.** Yes abandon this project not necessary- we don't need a wall of corridor facing us
- **18.** *No I just want it to be build*
- **19.** Victoria Park is probably the highest residential 2 block area in the city despite this density. Victoria Park is a very desperate area because of its ambiance. This ambiance is the result of the view corridors this project reduces the west view corridor to a minimal width. The setbacks should be 25 feet which will be consistent with the eastern setback

### 4. Do you have any other comments you'd like to share with us?

Transcription of Comments:

The below responses to this question were submitted to the applicant team during the Neighbourhood Open House:

- 1. Respect the design principles which have made this area beautiful to live despite the density. By eliminating this view corridor, you will set a principle for many other Victoria Park properties
- **2.** People dislike change, but that shouldn't impede progress. This development is part of a solution to a longer problem. I hope it proceeds
- **3.** Pleased to see a well-designed smaller building rather than another 17-storey high rise. Also like the changes to the design, greater set back. It 'softens' the concrete jungle surrounding the area yet it fits in. What a fabulous opportunity for small families with a beautiful park across the street
- **4.** *Great company, great building, great management*
- 5. No-DO NOT BUILD-It is enough. Our green corridor will disappear-we will have constant noise trucks, tremors, dust garbage-no parking smokers-screaming. Residents on E 6<sup>th</sup> street are worn out. We want a 5-year construction break. I have nothing good to say.
- 6. This is an inappropriate project in an inappropriate place. The feel of the street will be completely changed with the units sitting in areas not similar to the rest of the buildings surrounding the park on the east & west Keith road. The construct parking problem will be exasperated the underutilized parking is because tenants don't want to rent spaces out because they don't have cars. The community finds this imposition, and should've listened too
- 7. I look forward to seeing this project being built! We need more rental apartments!
- 8. Much needed! Thank you!
- **9.** This development seems to me to be greed! We already have a concrete wall on our street!
- **10.** We have already been through 2.5 years of construction already on this block. Parking on street us a real problem.
- **11.** I find it very disturbing that having seen this project defeated by a previous city council, it is now back in an even more disturbing design. "What" makes the proponent think he has a better chance to pass it this time. Do you know something this neighbourhood is not being told??

I since really believe something need to be built on this site and badly needed "social| housing should be built here. This is exactly the kind of site where the proponent has not had factor in acquiring land costs or providing any additional parking that they could provide badly needed "social housing" and still make a reasonable profit by building within the OCP allowed limits.

12. Its so important to recognize progress and growth the city is growing, and people need a place to live. I've heard so many people against development because they are against change and that is unacceptable. We have an enviable lifestyle here in the City of NV and that lifestyle is open to everyone. We all need a place to live and a community to call home and I for one, love this city. But the nay side is the real problem here. Nimbyism and thinly veiled classism hurt this community. Let's be real about the projects that bring out hardcore opponents – its not the luxury towers that seems to bring out the worst. We all need a place to live, so build homes.

13. "Below Market" – only 4 of 40 units will be "below market" and starlight properties are known for charging high rents, so affordability will be an issue (still). Starlight properties is North Van make a mocking of your first placard "project team", which says how "excellent" the company is. Example – property at 150 E Keith has been under renovation since last November, and is still not finished. (Masking tape for door numbers, cardboard still or floor in lobby..etc etc) Most residents see the "upgrade" as a downgrade. (ugly gray doors, cement filing) – Not would be okay with that if it could just be finished. Lack of attention shows lack of respect for tenants.

- 14. I am very concerned about the construction noise and length of time to build -1.5 years I am also concerned about the additional vehicle traffic on  $6^{th}$  street to the underground parking and extra demand for street parking, which is already in very high demand.
- **15.** The 4-storey + building needs to be set back further from Keith Rd E. The bylaw regulation states 25 feet setback. Too much of this building is not the setback! This building is too high to be this close to the sidewalk + road -Parking- there are inefficient spaces for parking, the surrounding streets are full day and night! This is unacceptable to force more people to park on the street Too much potential car parking area is planned for bicycle lockers – too much space compound to car parking situation in this area.

### Comments Received Post Open House

The applicant team received 2 comments from local residents following the Neighbourhood Open House. The following correspondence was submitted to the applicant team:

From: Jessie Brock Date: April 10, 2019 at 7:23:53 AM To: Virginia Bird

### Subject: Rental Housing on Keith

To whom it may concern:

I recently received a flyer with an invitation to attend an Open House to view the plans for a new rental housing project on East Keith Road, less than a block from where I live (rent). I wasn't able to attend the Open House as I have a very young son but wanted to register my support by email.

Although the project is small in scale, this infill development will add 40 new units of much needed rental housing supply to the City of North Vancouver, and is a much better use of land that what is currently on site today. When we moved back to the North Shore from downtown, my family and I struggled to find appropriate rental accommodation in this neighbourhood given the lack of larger 2 & three bedroom homes.

The location of the proposed development off Lonsdale, opposite Victoria Park, is an ideal location to add additional density due to its proximity to services and amenities, outdoor recreation space, and transit. Thank you for your consideration.

Jessie Brock

From: Jody Rechenmacher Sent: Thursday, April 4, 2019 8:31 PM To: Kirsten Avison Subject: Keith Road - Infill Development

Hello,

I was unable to attend the open house last week but I am submitting these formal comments **in support** of the application for infill development on Keith Road.

My husband and I own a townhouse on 4<sup>th</sup> Street West. We moved to the City of North Vancouver in September of 2017 from Vancouver after having our first child. We chose the north shore because of proximity to the mountains, but we chose the City specifically because of the type of development that has been happening over the recent years. We value living in a walkable community with a vibrant streetscape on Lonsdale and the proximity to the seabus. We also value the City's many parks, including Victoria Park.

I support the proposed development for two reasons:

- 1. I love the mixed use space on Lonsdale and see new businesses starting at other places in the City. However, there is still some vacant commercial development and at times it seems some businesses struggle with having the population base to support their viability. I welcome additional density to certain areas in the City to ensure that we can continue to have access to vibrant streetscapes and a diversity of businesses.
- 2. I'm aware that the City needs to continue to increase housing supply both market and affordable housing. I welcome additional density of the right type and in certain areas to meet this need. The proposed development is a perfect example of what I see to be the right type of infill density leveraging existing buildings without evicting existing residents. Having Victoria Park across the street from the site maintains a desirable openness to the site without compromising the experience of being in the park. Infill development of this type is important because it doesn't sacrifice our City's green spaces. Approving this development helps the City to increase supply of rental stock in a way that protects the character and assets of the City, without evicting current residents.

### Sincerely,

Jody Rechenmacher

### Appendices

- Appendix A: Neighbourhood Open House Notification
- Appendix B: Project Display Boards
- Appendix C: Copy of Submitted Comment Cards
- Appendix D: Copy of Open House Registration
- Appendix E: Site Signage

# PLEASE JOIN US

# BHA Architecture, together with Starlight Investments, invite you to a Neighbourhood Open House to view their proposal to increase rental housing capacity at 151 East Keith Road through modest, infill development.

BHA Architecture, together with Starlight Investments, are pleased to present a proposal to increase rental housing capacity at 151 East Keith Road. The proposal aligns with the current allowable density under the City's *Official Community Plan (2014)* and seeks to respond to the well documented need for rental and family oriented housing in the City. In alignment with the City's *Housing Action Plan (2016)*, 10% of the units will be offered at below market rates. The application seeks to rezone the property at 151 East Keith Road to allow for the development of 40 units of purpose-built rental housing, which will be housed in two buildings: a 4-storey apartment building and a 4-storey townhome building, for a floor space ratio of 0.88. Existing tenants of the property will not be displaced as a result of this proposal.

### The applicant team welcomes your input and invites you to join us to learn about the proposal.

### Neighbourhood Open House Details

Date: Wednesday, March 27, 2019 Time: 5:00pm – 7:00pm (*drop in*) Place: The Friendship Room, St. Andrews Church Address: 1044 St. Georges Avenue, North Vancouver



This is not a City of North Vancouver event. This Open House is being hosted voluntarily by the applicant team.

For further information please contact: Virginia Bird at 604-619-0837

# <u>Welcome</u>



**Site Aerial (Above):** The site is located at 151 East Keith Road in North Vancouver, between Lonsdale Avenue and St. Georges Avenue

Starlight Investments, in collaboration with BHA Architecture, are proposing to increase rental housing capacity at 151 East Keith Road through modest, low-rise infill development.

The purpose of tonight's Neighbourhood Open House is to share our vision for the site, provide information about the planning process and local development policies and to gain valuable feedback from our neighbours and the community.

This Open House is being held voluntarily by the applicant team.



# Project Team



**Starlight Investments Ltd.** is a real estate asset management firm with a primary focus on multifamily rental properties across Canada and the Southern United States. Starlight's innovative approach to the properties under its management is reflected in its commitment to excellence in quality design and construction for both existing assets and infill development projects alike.



**BHA Architecture** was formed in 1991, and has developed expertise in a variety of construction forms and municipal processes. The firm has executed public and private sector projects across Western Canada and has developed a track record of producing imaginative and functional design solutions.



Urban Systems



**Urban Systems** is a multi-disciplinary planning firm founded in 1975 whose innovative approach to land development has resulted in some of the most celebrated development projects in Western Canada. Urban Systems harnesses the expertise of professional engineers, community planners, policy analysts, landscape architects, environmental scientists, communication experts, technologists, legal surveyors, and administrative professionals.

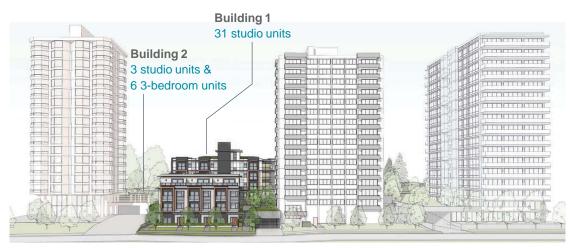
**Connect Landscape Architecture** is recognized as a leader in the design and transformation of healthy vibrant communities. Connect draws inspiration from the natural landscape while embracing built form and infrastructure.



# Site & Neighbourhood Context



**Site Elevations (Above):** View of the proposed infill development and neighbouring buildings. View shown from East Keith Road.



**Site Elevations (Above):** View of the proposed infill development and neighbouring buildings. View shown from East 6<sup>th</sup> Street.



**Site Aerial (Above):** The site is located at 151 East Keith Road in North Vancouver, between Lonsdale Avenue and St. Georges Avenue.

# **Site Context**

The site is located on the south side of Keith Road, two blocks east of Lonsdale Avenue. Adjacent to the north, is Victoria Park, while the existing tower is flanked by a 14 storey condominium to the west and a 16 storey condominium to the east. The immediate area is predominantly multi-family dwellings ranging between 2-14 storeys in height. The site is located within close walking distance to shopping, community amenities and transit, including the Seabus.



# Policy Context

# **Policy Context**

Our proposal intends to respond to the well documented need for more rental housing in the City of North Vancouver. The City has continued to see a tightening rental market, with the documented vacancy rate down to 0.8% in 2017 from 1.3% the previous year. The vacancy rate for family oriented, 3 bedroom rental units in 2017 was even lower at 0% (Source: *CMHC 2018 Rental Housing Market Report*).

# **Official Community Plan (OCP)**

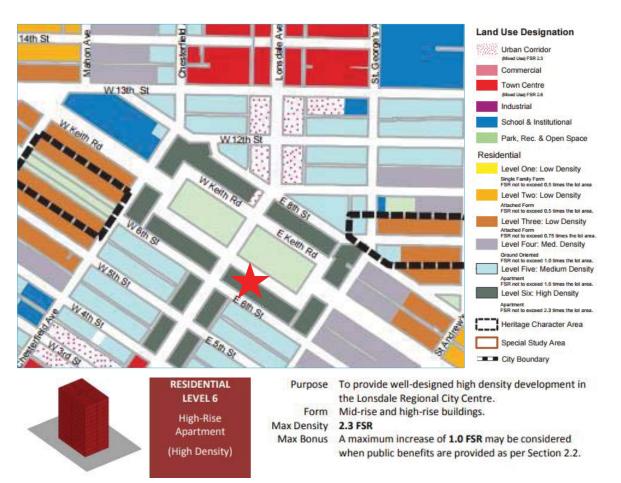
The OCP was adopted in 2014 after a 3-year public consultation process. The project aligns with the current allowable density bonus as per the *City's Official Community Plan (OCP 2014).* 

## **Current Zoning**

The site is zoned as Level Six: High Density. The OCP notes that "Council may approve additional floor area if there is a commitment to provide market or non-market rental housing". (*OCP 2014, Section 2.2*).

# **Housing Action Plan (HAP)**

In alignment with the *Housing Action Plan (HAP 2016)*, 10% of the homes will be offered at below-market rates. These units will be rented at SAFER rates (30% below CMHC average) and secured in perpetuity, exceeding City requirements. The proposal also exceeds the HAP's family housing requirement (10% of total units) with 15% of the proposed units as 3-bedroom, family oriented homes.



**Above:** City of North Vancouver Land Use Designation Map (2014). The site is zoned as Level Six: High Density.



# Community Benefits



## **Increase in Rental Housing Stock**

The proposal seeks to add 40 new purpose built rental homes on the site. 100% of the new homes will be secured as rental homes.

### **No Tenant Displacement**

There will be no loss of existing rental homes on the site. None of the existing tenants in the 89 suite building will be displaced.

## **Support for Seniors**

Starlight has established a partnership with a local service provider to provide greater below market housing to seniors.



### **Design Excellence**

The project received unanimous support from the City's Advisory Design Panel in February 2017.

## **Maximization of Existing Site**



The development will maximize the use of the existing site, including the currently underutilized underground parkade, resulting in minimal disruption to current tenants and neighbours.

# **New Pedestrian Crossing**

New stairs and landscaped pathways will allow pedestrian travel from East 6<sup>th</sup> Street to East Keith Road and Victoria Park.

## Affordable Housing

In alignment with the Housing Action Plan, 10% of the homes will be offered at below-market rates. These units will be rented at SAFER rates (30% below CMHC average) and secured in perpetuity, exceeding City requirements.

## Housing for All

The development will include 34 studio units and six 3bedroom units. 14 of the units will be 'adaptable units'.



### **Alignment with City Vision**

The project aligns with the City's Official Community Plan (OCP).

## **Commitment to Sustainability**

A new bike repair station and 68 new bicycle parking spaces, including some with e-charging stations, will be provided on-site. A \$25,000 contribution will help finance new EV charging stations in the City.

## **On-Site Amenities**



Communal amenities will be provided for all tenants including an upgraded gym and rooftop deck. A new accessible pathway and landscaping will provide enhanced access to the existing building.



# Community Feedback

In response to feedback from the Developers Information Session (April 26, 2017), discussions with community stakeholders and the comments at the Public Hearing (April 23, 2018), the design team has made a number of changes to the proposal for 151 East Keith Road.



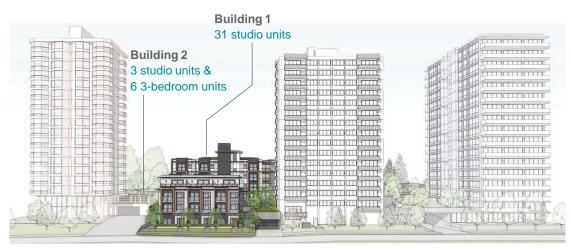
What V	Ve Heard	How We Responded
<ul> <li>Key Areas of Support</li> <li>Increased rental and family oriented housing supply</li> <li>Inclusion of affordable housing for seniors</li> <li>The design (architecture, height and density)</li> <li>Better utilization of the site with no tenant displacement</li> <li>Strategic location (close proximity to transit, community amenities and retail)</li> </ul>	<ul> <li>Key Areas of Concern</li> <li>Increased density</li> <li>Proposed setbacks (proximity to Victoria Park and loss of privacy of neighbouring buildings)</li> <li>Loss of trees and open space on the site</li> <li>The site is currently is not wheelchair accessible</li> </ul>	<ul> <li>Access: A new ramp is proposed to provide barrier-free access from East Keith Road to the existing tower, proposed apartment building and underground parkade (via new elevator)</li> <li>Green Space: New landscaping and trees will be added along the ramp to create a garden path experience</li> <li>Building Form: The proposed townhouse building fronting East Keith Road (and Victoria Park) from previous rezoning application has been removed (reduction in density from 0.91 to 0.88 FSR and increased setback)</li> <li>Connectivity: New exterior stairs and landscaped, accessible pathways will allow pedestrian travel from East 6<sup>th</sup> Street through the site to East Keith Road and Victoria Park</li> </ul>



# The Proposal



**Site Elevations (Above):** View of the proposed infill development and neighbouring buildings. View shown from East Keith Road.



**Site Elevations (Above):** View of the proposed infill development and neighbouring buildings. View shown from East 6<sup>th</sup> Street.

## **Project Summary**

The application seeks to rezone the property to allow for the development of 40 new rental homes, which will be housed in two 4-storey buildings (townhome building and apartment building), for an additional floor space ratio of 0.88. In alignment with the Housing Action Plan, 10% of the homes will be offered at below-market rates. These units will be rented at SAFER rates (30% below CMHC average) and secured in perpetuity, exceeding City requirements.

The site currently features a 14-storey purpose-built rental tower (built in 1972) and a 2-storey underground parking garage. The proposal is strictly for infill housing, meaning the existing building on site will remain in place and that no existing tenants will be displaced as a result of this proposal.

## **Project Statistics**

Starlight

Investments

Height	4 storeys			
Density	Proposed Infill: 0.88 FSR Existing: 2.29 FSR Total: 3.17 FSR			
Site Area 27997 sq. ft.				
Unit Breakdown	Building 1 (Apartments)	Building 2 (Townhomes)		
Total Units	31	9		
Studio	31	3		
3 Bedroom		6		
Vehicle Parking	77 stalls			
Bicycle Parking	68 new spaces			

systems

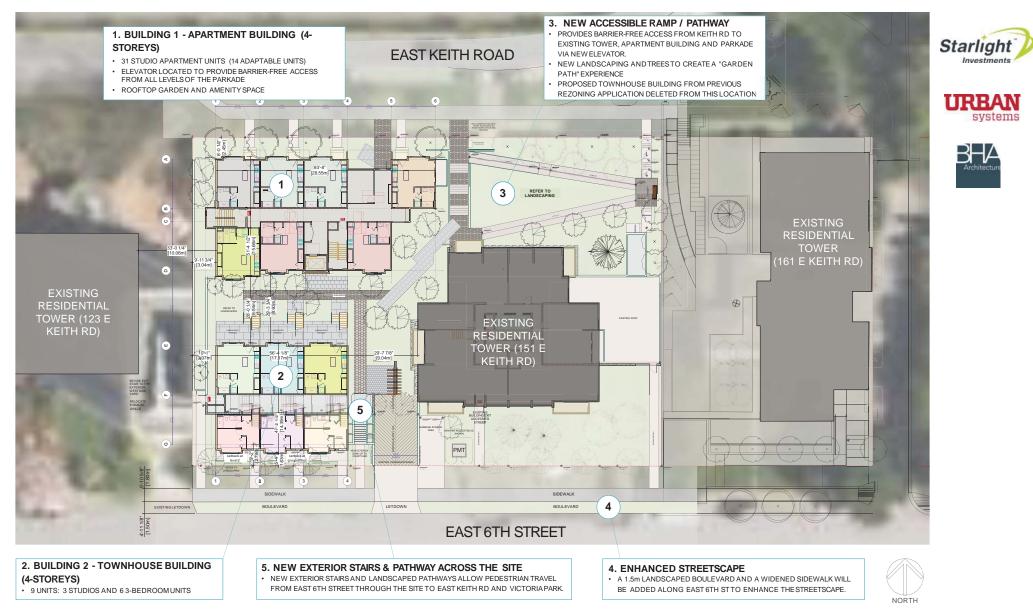
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# Rendering





# Site Plan



# Landscape Plan



# **Planting Character**

**Evergreen & Shade Plants** 



**Pacific Northwest Plants** 



NEW LANDSCAPED BOULEVARD AND A WIDENED SIDEWALK WILL BE ADDED ALONG EAST 6TH STREET TO ENHANCE THE STREETSCAPE.



# **3D Studies**



EAST KEITH ROAD ELEVATION



EAST KEITH ROAD - LOOKING WEST



EAST KEITH ROAD - LOOKING EAST

# **3D Studies**



EAST 6TH STREET ELEVATION



EAST 6TH STREET - LOOKING WEST



EAST 6TH STREET - LOOKING EAST

# Process Timeline

The following diagram provides an overview of the steps ahead and opportunities for public input on the infill rental housing proposal for 151 East Keith Road.

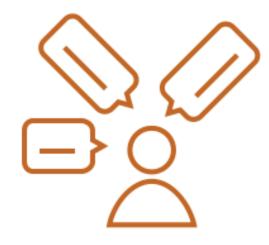






Thank you for attending our Neighbourhood Open House.

Your feedback, insights and ideas are important to us. Please take a moment to fill in a comment card to share your feedback with the project team.





Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

1. Tell us a little about yourself. Check those applicable t	o you:
I live in the City of North Vancouver	$\square$ I work in the City of North Vancouver
I own my home	I rent my home
2. Are there elements of the proposed plan that you like	? If so, what are they?
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Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

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I work in the City of North Vancouver

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2. Are there elements of the proposed plan that you like? If so, what are they?

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Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

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Contact Information Please Print:
Name: Joy Mayden
Address: 104 -267 W. Esplande
Phone:
Email:
Would you like to be contacted for future updates? (please leave an email)
Please return your comment sheet to the registration table or via email to kirsten@pottingerbird.com by April 10, 2019.
Thank you for your feedback!

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Good luck !!

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

1. Tell us a little about yourself. Check those applic	able to you:
I live in the City of North Vancouver	I work in the City of North Vancouver
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Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

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Great building!	
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Thank you for your feedback!	

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

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□ I rent my home

2. Are there elements of the proposed plan that you like? If so, what are they? had Nell No

3. Are there elements of the proposed plan that you believe could be improved? If so, do you have suggestions on how they might be improved?

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Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

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COMMENT CARD
Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver
March 27, 2019
<ol> <li>Tell us a little about yourself. Check those applicable to you:</li> <li>I live in the City of North Vancouver</li> <li>I work in the City of North Vancouver</li> </ol>
<ul> <li>I rent my home</li> <li>I rent my home</li> </ul> 2. Are there elements of the proposed plan that you like? If so, what are they? SUPPORT FOR SENIORS. <ul> <li>Bedroom rentals are needed in North Van. (AFFORDABLE)</li> <li>THEILLED TO SEE A PROGRESSIVE RAN.</li> <li>BETEK AMENITIES ARE NEEDED IN RENAL BUILDINGS. I.</li> </ul>
am happy to see that there will be upgrades.

3. Are there elements of the proposed plan that you believe could be improved? If so, do you have suggestions on how they might be improved?

5

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

4.	Do you	have any othe	r comments you'd	like to share with us?
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Contact Information Please Print:	
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Name: EMILY I)	
it to let inter	
Address: 155 End St. WEST	
Phone	
Email:	
Email:	
Would you like to be contacted for future updates? (please leave an email)	Yes / No (circle)
	$\bigcirc$
Please return your comment sheet to the registration table or via email to kirsten@pot	tingerbird.com by April 10, 2019.
Thank you for your feedback!	
thank you for your recubuck	



Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

1. Tell us a little about yourself. Check those applicable	
I live in the City of North Vancouver	I work in the City of North Vancouver
I own my home	□ I rent my home
2. Are there elements of the proposed plan that you like	e? If so, what are they?
	tock
- Seniors below many	et vental
- 3 bedroom vnitz (	à prules
- adaptable units	3 0
-no displacement	of existing residents.
a na na manana na n	
<u> 19 de la composition de la composition</u> de	
: 1977년 1927년 1878년 1927년 1 1927년 1927년 192 1927년 1927년 192	

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

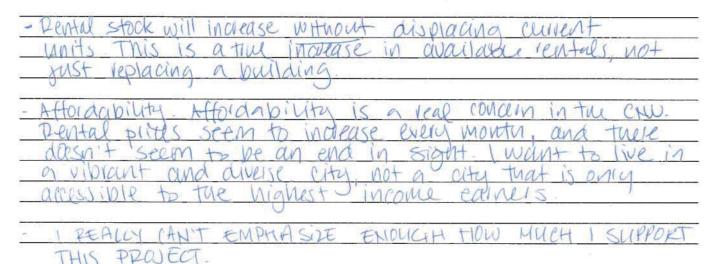
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ntact Information Please Print:	
ne: Kobyo Newton	
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tress: 2104 Grand Blud	
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ail:	
uld you like to be contacted for future updates? (please leave an email)	Yes / No (circle)
Please return your comment sheet to the registration table or via email to kirsten@pott	ingerbird.com by April 10, 2019.
Thank you for your feedback!	

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

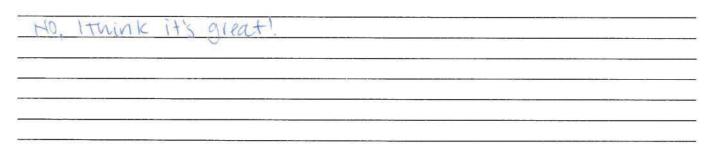
March 27, 2019

- 1. Tell us a little about yourself. Check those applicable to you:

  - I own my home
- 2. Are there elements of the proposed plan that you like? If so, what are they?



I rent my home



Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

Its so important to verognize progress and growty.
The city is growing and people need a place to live.
ive heard so many people against development pecause
tuly are against change and that is unacceptable.
We have an enviable lifestyle here in the city of North
vancouver and that lifestyle is open to everyone we gil
need a place to use and a community to call home, and
I to our love this city Bart The nay side is the real problem
here. NIMBY is and think veiled classism with this
community. Let's be real about the project that bring out
haracole opponents - it's not the lyku'ry towers that seem
to pring out the worst we all need d place to live so
letipupe build homes.

Contact Information Please Print:
Name: Stephanie Wilson
Address: 209- BIE. 31 St. North Vancouver V7LIES
Phone:
Email: _
Would you like to be contacted for future updates? (please leave an email)
Please return your comment sheet to the registration table or via email to <u>kirsten@pottingerbird.com</u> by April 10, 2019. Thank you for your feedback!

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

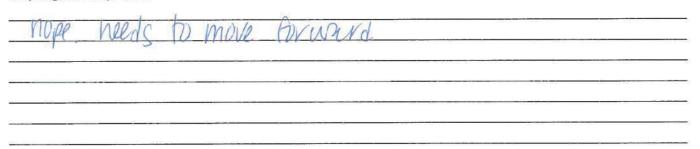
#### 1. Tell us a little about yourself. Check those applicable to you:

- I live in the City of North Vancouver
- □ I own my home

🗹 I rent my home

2. Are there elements of the proposed plan that you like? If so, what are they?

all'	→ move affor especially	projects that	IS nelded in total displace	Mis aty e current funants.
	→ makes the	where chreet	loor better ang	more modern



Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

4.	Do you	have any	other	comments	you'd	like	to share	with us?
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ntact Information Please Print:	
me: RHIA ROMAND	
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ntact Information Please Print: me: <u>RHIA ROMANO</u> dress: <u>138 E. ESPUANADE</u>	
me: RHIA ROMAND dress: 138 E. ESPLANADE	
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me: <u>RHIA ROMAND</u> dress: <u>138 E. ESPLANADE</u> one:	Yes No (circle)

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

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Marci	n 27,	2019

#### 1. Tell us a little about yourself. Check those applicable to you:

☑ I live in the City of North Vancouver
□ I work in the City of North Vancouver

I own my home

□ I rent my home

2. Are there elements of the proposed plan that you like? If so, what are they?

1) IMPROVED		
2 REVISED L	MOSCAPING AND THEES	
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RAISED AT THE FUBUL HEARING LAST YEAR.	



Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

I LOOK FORWARD TO SEEING THUS	
FRONZE BEING BUILT! WE WEED	rolf
Reath Again mEDIS!	
8	
Contact Information Please Print:	
Name: DAVID FALLEY	
Address: 1726 RUFUS DR, NOOTH VAN	
Phone:	
Email:	
Would you like to be contacted for future updates? (please leave an email)	Yes / No (circle)
Please return your comment sheet to the registration table or via email to kirsten@pot	tingerbird.com by April 10, 2019.
Thank you for your feedback!	

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019		
1. Tell us a little about yourself. Check those applicable	ble to you:	
I live in the City of North Vancouver	I work in the City of North Vancouver	
I own my home	I rent my home	
2. Are there elements of the proposed plan that you · Like the aesthetic · Integrates well with r	like? If so, what are they? s neisbbouring building	

Always curious about high rise vs 4 storey integrat but can't think of any changes. wns

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

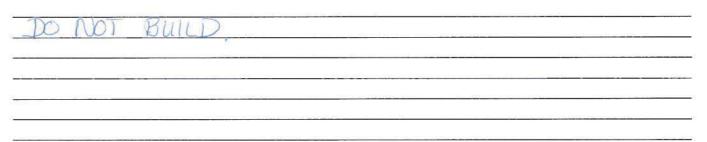
March 27, 2019

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Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

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March	Cal,	2019

1. Tell us a little about yourself. Check those applicable t	to you:
I live in the City of North Vancouver	☐ Twork in the City of North Vancouver
I own my home	I rent my home
2. Are there elements of the proposed plan that you like	? If so, what are they?
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Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

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Contact Information Please Print:	
Name: de Wildt	
Address: 141 East 6" Street.	_
Phone:	-2
Email:	
THAVE NOTHING GOOD to SAY Would you like to be contacted for future updates? (please leave an email) Yes /No(circle)	
Please return your comment sheet to the registration table or via email to <u>kirsten@pottingerbird.com</u> by April 10, 2019. Thank you for your feedback!	

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

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March	21,	2019

1. Tell us a little about yourself. Check those applicable t	το γου:
I live in the City of North Vancouver	□ I work in the City of North Vancouver
I own my home	I rent my home
2. Are there elements of the proposed plan that you like	? If so, what are they?

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

4. Do you have any other comments you'd like to share with us?	
I am very concerned about the	construction
noise & length of time to light	- 13 years.
I am also goncerned about the a	aditional
wehicle traffic on 6th St 10	the under-
ground part ing and extra dem	and for
high demand.	ay invery
Contact Information Please Print:	
Name: Dean Rath	
Address: # 202 - 141 E 6th St.	
Phone:	
Email:	
Would you like to be contacted for future updates? (please leave an email)	Yes / No (circle)
Please return your comment sheet to the registration table or via email to kirsten@pottingerbirg	com by April 10, 2010
Thank you for your feedback!	acom by April 10, 2013.

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

- 1. Tell us a little about yourself. Check those applicable to you:
  - □ I live in the City of North Vancouver

□ I work in the City of North Vancouver

□ I own my home

I rent my home

2. Are there elements of the proposed plan that you like? If so, what are they?

Not really -	I do not with this
development	to proceed.
/	

yes - aboud	en this	project		
Not necessar	4 We	dou't	needa	wall
of condor fa	cing lis			
	) .			

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

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At in a second of the former of the second o	
noa heeded - Thank you	0
Contact Information Please Print:	
Name: <u>Gabrielle horen</u>	
Address: 1004-175 Victory Ship Ulay	W
Phone: _	
mail:	
Vould you like to be contacted for future updates? (please leave an email)	Yes/No (circle)
Please return your comment sheet to the registration table or via email to <u>kirsten@pottir</u> <b>Thank you for your feedback!</b>	ngerbird.com by April 10, 2019.

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

We have been through at VARDS of
construction abready on this block.
parlemp ou sheet is a real problem.
Contact Information Please Print:
Name: CHRISTINA GILBERTSON
Address: # 203-141 E. 677 ST.
Phone:
Email:
Would you like to be contacted for future updates? (please leave an email) Yes No (circle)
Please return your comment sheet to the registration table or via email to <u>kirsten@pottingerbird.com</u> by April 10, 2019. Thank you for your feedback!

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

1. Tell us a little about yourself. Check those applicable	e to you:
I live in the City of North Vancouver	$\square$ I work in the City of North Vancouver
I own my home	I rent my home
2. Are there elements of the proposed plan that you lik	e? If so, what are they?
- I DO NOT LIKE ANY	OF THE ALANS.
- UNNESESSARY DEVEL.	
- CONSTRUCTION FATTAILE	- DUE TO ISSTOREY BLD. NEUTDAOR
- OBSTRUCTION TO VIEW	CORRIDOR.
- PARKING PROBLEMS	
- NOISE	

0 USI WANT AZE 17

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

4. Do you have any other comments you'd like to share with us?

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GREED	/				
WEI	ACREADY A	FAVE A	Concer	EWALC	ON
our	STREET				
	e				

ntact information Please Print:	
me: IARA GIUBERTSON	
dress: #203-141 E. 67# ST.	
one:	-
nail:	_
ould you like to be contacted for future updates? (please leave an email) Yes No (circle)	
Please return your comment sheet to the registration table or via email to kirsten@pottingerbird.com by April 10, 2019.	
Thank you for your feedback!	

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

1. Tell us a little about yourself. Check those applicable	e to you:
I live in the City of North Vancouver	I work in the City of North Vancouver
I own my home	□ I rent my home
2. Are there elements of the proposed plan that you lik	ce? If so, what are they?
NONE.	

	Atope improved.	
Setbade from E.	Keith Road. The building encreaches	
on the sidewalk.	As a pedectrain the building has an	
	e. It is totally out of character with the	
reschool hood:	0	
8		

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

ontact Information Please Print:	
(Lichard a)	
ame: <u>Shirley Schnerdie</u> ) adress: <u>901-140 Keith PALE</u> .	
ddress: got - 140 Keith PalE.	
none:	
nail:	
ould you like to be contacted for future updates? (please leave an email)	Yes / No (circle)
pa 22 (200) (40)	$\mathbf{\mathcal{G}}$
Please return your comment sheet to the registration table or via email to kirsten@pott	ingerbird.com by April 10, 2019.
Thank you for your feedback!	

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

1 4 1		2040
March	21.	2019
	Aure & 1	···· · · · ·

1. Tell us a little about yourself. Check those applicable	e to you:
I live in the City of North Vancouver	Growerk in the City of North Vancouver
I own my home	I rent my home
2. Are there elements of the proposed plan that you lik	<pre>xe? If so, what are they?</pre>
We have no need for ung	fordable rental housing

The corridor is going b disappear. Most of the grouper t
park will be obsaired by this building granally for those that
live on East 6th. We are led up with contruction trucks
no parking Excessive noise garbage noise - ground tremois
Smokers, Your language. THE TRAFFIC IS OUT RAGEOUS
uno our patience tras reached its limit.

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

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ontact Information Please Print:		
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ame: <u>A WIN LAMPIS</u>		
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/ould you like to be contacted for future updates? (please lea	ave an email)	Yes / No (circle)
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Please return your comment sheet to the registration table of		ungerbira.com by April 10, 2019.
Thank you for y	our feedback!	

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

1. Tell us a little about yourself. Check those applicable to you:		
I live in the City of North Vancouver	□ I work in the City of North Vancouver	
I own my home	□ I rent my home	
2. Are there elements of the proposed plan that you like? If so, what are they?		

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

his Engopropriate An 110 low 1 dan us serated. in wor 1

Contact Inform	nation Please Print:		
Name:	WILLAM	ITTERSE	
Address:	1501 -140	REITH RD.E., N.J.	AN.
Phone:			
Email:			
Would you like	to be contacted for future	updates? (please leave an email)	Yes No (circle)
Please ret	urn your comment sheet to t	he registration table or via email to <u>kirsten@</u> Thank you for your feedback!	pottingerbird.com by April 10, 2019.

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

### 1. Tell us a little about yourself. Check those applicable to you:

□ I live in the City of North Vancouver □ I work in the City of North Vancouver □ I own my home

2. Are there elements of the proposed plan that you like? If so, what are they?

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Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

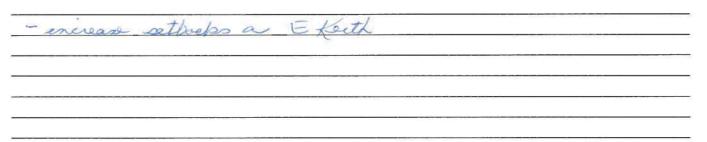
March 27, 2019

4. Do you have any other comments you'd like to share with us?
I find it very disturbing that having seen this
project detected by a previved City council, it is
"Whent" we had the propent think he had a
- Mind - Martine
better chance to pais it this time. Do you
Know something this neighbourhood is not
being tota ( ()
I since vely believe something needs to be built on
this site and badly needed "sucial" housing should
be built here. This is exactly the tring of site
where the proponent has not had to taction in the
acquiring land costs or providing any additional parking
Print they come and the bad in presta
and still make a reasonable profit by build by within
the oct allowed limits.
Contact Information Please Print:
Name: V. Daniels
Address: #802 - 123 E. Keith Mond, N. Vani
Phone:
Email:
Would you like to be contacted for future updates? (please leave an email) Yes Nocircle)
Please return your comment sheet to the registration table or via email to <u>kirsten@pottingerbird.com</u> by April 10, 2019. Thank you for your feedback!

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

to you:
I work in the City of North Vancouver
□ I rent my home
? If so, what are they?
· · · · · · · · · · · · · · · · · · ·



Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

4. Do you have any other comments you'd like to share with us?

- The Nood 10 situation le This area en Contact Information Please Print: UNDA Name: ESP KEITH RD E. 1501 - 140Address: . Phone: Email: Would you like to be contacted for future updates? (please leave an email) Yes / No (circle) Please return your comment sheet to the registration table or via email to kirsten@pottingerbird.com by April 10, 2019. Thank you for your feedback!

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

1	Tell us a little about vourself.	Check those applicable to you:
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I live in the City of North Vancouver
 □ I work in the City of North Vancouver
 □ I work in the City of North Vancouver
 □ I work in the City of North Vancouver

2. Are there elements of the proposed plan that you like? If so, what are they?

Dlace Victoria Par toula Nic Close 100 to in + 2 don't Think SC AFFORDO Sui - 09 10

they might be improved? Ce

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

## 4. Do you have any other comments you'd like to share with us?

	2.24
Contact Information Please Print:	
Name:	
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hone:	
mail:	
ould you like to be contacted for future updates? (please leave an email)	Yes / No (circle)
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Please return your comment sheet to the registration table or via email to <u>kirsten@po</u>	ttingerbird.com by April 10, 2019
Thank you for your feedback!	

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

<ol> <li>Tell us a little about yourself. Check those applicable t</li> </ol>	to you:
I live in the City of North Vancouver	I work in the City of North Vancouver
I own my home	□ I rent my home
2. Are there elements of the proposed plan that you like	? If so, what are they?
What any you plang to	do when the true
on the west side of the	Se buildinge ?
Havan ya gring to	acconduce the people when

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Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

### 4. Do you have any other comments you'd like to share with us?

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Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

1. Tell us a little about yourself. Check those applicable	e to you:
I live in the City of North Vancouver	I work in the City of North Vancouver (refired) (I did)
I own my home	□ I rent my home
2. Are there elements of the proposed plan that you like <u>Jue warkway</u> <u>A</u>	ke? If so, what are they? nost considerate of to all.
	· · · · · · · · · · · · · · · · · · ·

0 INA CI Dow MA a c 0 00 2872 is 6th street set boe mest It is taking advantage of the "air space" I on the lost side of the property to the west 1 Th left (123).

### Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

### 4. Do you have any other comments you'd like to share with us?

	100% "below market" - only 4 of 40 units
	will be " below market" - and Starlight Practices
	are known for going high rents, so aver those
N	so affordability will be an issue (still).
(2)	Starlight Properties in North Van make a worken of
	your Fist placard (" Project Team"), which says
	"hus "excellent" the warpany is. Example -
	property at 150 East Keith bes been under
	renusation price last November, and is still not
1 <u></u>	finished (Mashing tape for door numbers, cardhard
( <del></del>	stall on Aver in lubby etc. etc.) most residents
	see the "upgrade" as a doungrade (voly gray
	deors, cement tiling) - but would be okay with that
	It it wild just be finished. Lack of attention
	shus lack of respect for tenants.

Contact Information	n Please Print:			
Name:	STEPHEND	SMITH,		
Address:				
Phone:				
Email:	-			
Would you like to be	e contacted for fut	u <b>re updates?</b> (please leave an	email)	Yes / No (circle)
Please return y	our comment sheet	to the registration table or via er <b>Thank you for your fe</b>		hird.com by April 10, 2019.

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

#### 1. Tell us a little about yourself. Check those applicable to you:

I live in the City of North Vancouver	□ I work in the City of North Vancouver
l own my home	I rent my home

2. Are there elements of the proposed plan that you like? If so, what are they?

0	We need afterable		rental	housing	(in	NV.	thet	is
Ì	proposed	building s		lardscaping	60145			0Å

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

### 4. Do you have any other comments you'd like to share with us?

Contact Information Please Print:	
Contact Information Please Print:	
Name:	
Address:	
Phone:	
- 1370 A	
Email:	
Nould you like to be contacted for future updates? (please leave an email)	Yes / No (circle)
Plasse return your commont choot to the registration table as via as will be kinder of your	
Please return your comment sheet to the registration table or via email to kirsten@pott	ingerbird.com by April 10, 2019.
Thank you for your feedback!	ingerbird.com by April 10, 2019.

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

1. Tell us a little about yourself. Check those application	able to you:
I live in the City of North Vancouver	I work in the City of North Vancouver
I own my home	I rent my home
2. Are there elements of the proposed plan that yo	u like? If so, what are they?

3. Are there elements of the proposed plan that you believe could be improved? If so, do you have suggestions on how they might be improved?

The setback 0 111

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Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

4. Do you have any other comments you'd like to share with us? - Attanentet the design punciples which have made this
By elomenating the view corride you will set a principle for many other Victoria Parl proportion
Contact Information Please Print:
Name: Wagne Cottett -
Address: # 1501 123 Keith Road East
Phone:
Would you like to be contacted for future updates? (please leave an email)       Yes / No (circle)         Please return your comment sheet to the registration table or via email to kirsten@pottingerbird.com by April 10, 2019.
Thank you for your feedback!

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

1.	Tell us a	little about	yourself.	Check those	applicable to you:
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A I live in the City of North Vancouver

□ I work in the City of North Vancouver

□ I own my home

□ I rent my home

2.	Are there elements of the proposed plan that you like? If so, what are they?
	am sapportive of another an inful project for they site
	but it must respect an nexpourbood values,
	Particularly Setbacks
	partallary selbacks
	· /

· Victoria Park is probably the highest residential 2 block area in the city
Despite the densisty Victoria Park is a very desirable area pecause
of the amplence of
This ampience is the result of the view corriders
This project reduces the western view corrida to a nominal width
The set back should 25 feet which will be ansistent with the

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

### 4. Do you have any other comments you'd like to share with us?

itact Information Please Print:	
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me:	
me:	
me:	
me:	Vac (Na ksingle)
me:	Yes No (circle)
htact Information Please Print:  me:  dress:  dress:  one: ail: uld you like to be contacted for future updates? (please leave an email)  Please return your comment sheet to the registration table or via email to kirsten@po	

Neighbourhood Open House Infill Rental Housing Proposal 151 East Keith Road, North Vancouver

March 27, 2019

### 1. Tell us a little about yourself. Check those applicable to you:

I live in the City of North Vancouver	I work in the City of North Vancouver
🖵 I own my home	I rent my home

2. Are there elements of the proposed plan that you like? If so, what are they?

That it is 4-storage	1	
this development is	misplaced	
<u>k</u>	U	t t
That tenants are i	not displaced -	since noted there
that it would remain	"RENTAL" is b	resporte il.
	0	- provide and a second
hat it would remain	"RENTHL in p	repetuity

Marce -Looks awkward in botwee in the previous An 110 botes rises proposal the one building is removed are wer that now don't think we should put the anything there just because free acit any buildings right now. It seems a bit desperate !!

151 E Keith North Vancouver March 27, 2019 (5:00 – 7:00 pm)

Name	Address	Email	Phone	Can we contact you with updates about this proposal (Y/N)?
Robert van Veen	102-151 Keith Rd. E., N. Van.			Y
Gidsridle Loren	1004-175 Victory Slip Wey	e i Ai		Y
Dean Rath	141 E 5. th 87 #202			V
JAJAN KENNEAU	123 EAST FRITH # 1401			Y
Georg Fitzpatrick	123 East Kethi Rd			Ý
CARD FAME	1726 kutus be.			Y
h.Thomas	1001 123 E Keith			
T. Lehandler	#902 123 E. Keeth			
Kentuecic	# 309 170 5th st east			Y .
3. Wilson	201-131 E: 3101 St.			Ч.

151 E Keith North Vancouver March 27, 2019 (5:00 – 7:00 pm)

Name	Address	Email	Phone	Can we contact you with updates about this proposal (Y/N)?
SMITH ST N	150 KETTHERDE.			
Schneidel S.	140 Kerth Ed E	18		
GILBERTSON, I	141 E. 67H ST.			
BGRADES	140 Ederth Rd			
Wayne Collett	123 Kerth Rd East			
EMIL DEGENERA	ISS 2nd St. WEST NORTH VAN			YES
Hudson allan Flancesco De ago	*	3	4	YBS
Maj Barr	123 E Keith		5 5	
Bilark	123E. Heith			
Robyn Neuten	2104 Grand Bed.			

32

151 E Keith North Vancouver March 27, 2019 (5:00 – 7:00 pm)

Name	Address	Email	Phone	Can we contact you with updates about this proposal (Y/N)?
Kwin Lameis	141 EAST 6			Y.
Viire Danick	#802-123 E. Veith Md.			Ŷ
Mitchell Hught ELGNNA	#501-123 t. Keith Rd.			Y
Kim Callett	#1501 - 123 6. Keith Rd.			7
B.Kellington	1001 - 140 E.KEITH	(		N
BILL HERMAN	E.Keith Rd.			
Anne Herman	E. KEITH-RD.			
CHUCK HANDY	123 KEITH RD			Y
HELEN PASTUCK	123E. RETTH RD.			
Catrion & Remacker	123E. RETTH RD. 66-728 Hthis. W.			

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151 E Keith North Vancouver March 27, 2019 (5:00 – 7:00 pm)

Name	Address	Email	Phone	Can we contact you with updates about this proposal (Y/N)?
BOB BUNTING	- 655 E 9 TH			
OATHYLEWIS	le ti			
DON PETER	COTS W. QUEEN		-	Yes
Linda Jones	123 Keith Ad E			
Bente Nielsen	14CS St. Hudrews Har			
Ken Megak	1601 ISI Keith RD E	0	0.0	Y
hinda Heese	1501- 140 KEMTHRDRE			Y
Bill Heese	$\tilde{E} \circ I^{*}$			
Tanya Miller				
Joy Haydun	247 W. Esplenat			¥.

151 E Keith North Vancouver March 27, 2019 (5:00 – 7:00 pm)

Name	Address	Email	Phone	Can we contact you with updates about this proposal (Y/N)?
WDad	123 E.Keill			
G. DALL	123 E.Keill 123 E KEITHRD			
P. Montgomery	123 E Keith Py.			
D. M-Dowald	123 E Keith Pl. 123 E Kiltert			
R. ROMANO	138 E. ESPLANDA			

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# MEMORANDUM



Date:	February 6, 2019
To:	City of North Vancouver, Community Development Department
CC:	Howard Paskowitz, Starlight Investments
From:	Matthew Steyer
File:	3734.0005.01
Subject:	Statement of Affordability (Updated) - 151 E. Keith Rd., North Vancouver

#### Project Overview

IMH 151 E. Keith Rd. Apartments Ltd., in partnership with Starlight Investments, is proposing to build a 40-unit, purpose-built rental infill development at 151 E. Keith Rd. This development, located in the vibrant Lower Lonsdale area, will include a mix of studio and three-bedroom units catering to seniors, young professionals, and young families. Target market rents, unit types, and unit sizes are as follows:

#### Table 1 – Total Unit Summary

Unit Type	Building Type	Number of Units	Square Footage	Target Market Rent <sup>1</sup>
Studio	Townhouse and Apartment	34 (14 Adaptable)	400 sf - 410 sf	\$1,550*
3-Bedroom	Townhouse	6	1033 sf - 1115 sf	\$3,200

To deepen affordability and support vulnerable seniors, 10% of the new units (4 studios) will be rented at 30% below CMHC averages (at SAFER subsidy rates)<sup>2</sup> in perpetuity, greatly exceeding the City's requirement of 10/10/10 (see Table 2).3 Due to the central location of the project, 30% below CMHC city-wide averages is equal to approximately 50% below market rents in Lower Lonsdale. These below-market units will be administered through a partnership with Hollyburn Family Services Society, a local non-profit.

I	able	2	-	Bel	low	-Ma	arke	tl	Unit	Summar	У
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Below-Market Units	Percentage of Total	Rates	Period
Required	10% (4 units)	10% below CMHC averages	10 years
Proposed	10% (4 units)	30% below CMHC averages	Perpetuity

These 40 new units will complement Starlight's existing 89-unit market rental apartment building, located on the site since 1975. The new units will be constructed on an underutilized portion of the site, on-and-around the existing underground parking structure. This will be made possible by utilizing the City's density bonus program (under the OCP's R-6 designation). In total, the site will contain 129 multi-family rental units. As an infill development proposal, no existing tenants or residents will be displaced as part of this project.

<sup>&</sup>lt;sup>1</sup> Subject to change; to be aligned with market rents for comparable units in area at time of completion.
<sup>2</sup> The 2018-2019 Shelter Aid for Elderly Renters (SAFER) subsidy rate for singles in Zone 1 is \$803 (BC Housing). In comparison, 2018 CMHC average rents for bachelor units in the City of North Vancouver is \$1,143 (CMHC / City of North Vancouver).

<sup>&</sup>lt;sup>3</sup> For applications in-stream prior to January 1, 2019.

<sup>550 - 1090</sup> Homer Street, Vancouver, BC V6B 2W9 | T: 604,235,1701

#### MEMORANDUM

 Date:
 February 6, 2019

 File:
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 Subject:
 Statement of Affordability (Updated) – 151 E. Keith Rd., North Vancouver

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 2 of 3



#### Alignment with City Goals & Policies

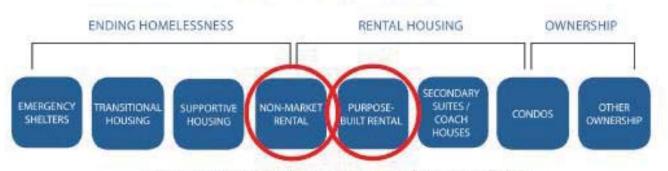
There is an acute need for purpose-built rental housing in North Vancouver, a city with a private apartment vacancy rate of 0.8% in 2018 (down from 1.3% in 2017).<sup>4</sup> To address this situation, the City's recently endorsed Housing Action Plan (HAP) identified six goals, three of which are:<sup>5</sup>

- Increase the diversity of housing to meet the needs of various household types and income levels;
- Address the current local rental housing shortfall and meet anticipated rental demand in the future; and
- Build partnerships with and capacity of non-profit organizations, community partners, the development sector, and housing stakeholders to collectively respond to housing issues in the City of North Vancouver.

Key to meeting these goals will be adding new (and varied) supply to the market, while also retaining existing (older and more affordable) supply. The proposed development at 151 E. Keith Rd. will help the City achieve its goals by:

- Adding 40 new purpose-built rental units to the City's housing supply without displacing existing tenants.
- Providing 10% of new units at 30% below CMHC averages in perpetuity, beyond the 10/10/10 requirement for projects in-stream prior to January 1, 2019.
- Partnering with a local non-profit to support vulnerable seniors, one of the "groups with the greatest challenge" as identified in the HAP.
- Providing 6 new 3-bedroom units (15% of new units), exceeding the HAP recommendation of 10% familyfriendly units in all new rental residential developments.
- Retaining 89 older purpose-built rental units (1 studio, 28 2-bedroom, and 60 1-bedroom units) and preserving existing rental supply.

In combination, the 129 units will cater to a range of incomes and family types in a vital, core area of the City, while also helping to fill in two key links along the Housing Continuum:



#### Figure 1 – Housing Continuum

Source: City of North Vancouver, Housing Action Plan (2016)

Beyond adding <u>and</u> preserving vital purpose-built market rental housing and partnering with a local non-profit to support vulnerable seniors, the proposed development offers additional affordability benefits to both residents and the City:

 151 E. Keith Rd. is located in a highly accessible transit area, within close proximity of bus routes (and Future Rapid Transit Service) on Lonsdale Avenue and a variety of car-share options within the neighbourhood and within walking distance of the core commercial areas of Lower and Central Lonsdale.

<sup>4</sup> CMHC, Rental Market Report: Vancouver CMA, 2017 and 2018.

<sup>&</sup>lt;sup>8</sup> City of North Vancouver, Housing Action Plan, Endorsed October 17, 2016.

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This will significantly reduce yearly costs for future residents who choose to forgo car ownership and utilize active, public, and shared transportation.

- The infill development will better utilize existing residential land and City services while having minimal
  impact on existing infrastructure due to its modest scale.
- Upgrades to the site's common areas, including new rooftop amenity, will be accessible to existing tenants at no additional cost.
- Starlight has recently installed a new gym and upgraded the communal laundry facilities in the existing building. These new facilities will be accessible to tenants of the new development at no additional cost.
- Starlight will be upgrading the entrance to the existing building so that its now fully accessible and has
  relocated the elevator in the new building to allow barrier-free access to the parking garage for all tenants,
  further enhancing the site to ensure long-term livability for current and future residents.

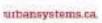
We feel that the proposed development meets many of the City's rental housing and affordability goals and look forward to the opportunity to add much-needed purpose-built rental housing to support this vibrant North Shore community.

Sincerely,

URBAN SYSTEMS LTD.

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Matthew Steyer, M. Pl. Community Planner





COMMUNITY DEVELOPMENT DEPARTMENT CITY OF NORTH VANCOUVER 141 WEST 14TH STREET NORTH VANCOUVER BC / CANADA / V7M 1H9

T 604 990 4220 F 604 985 0576 DEVELOCNV.096 CNV.ORG

# SUSTAINABLE DEVELOPMENT GUIDELINES

FOR REZONING & DEVELOPMENT PERMIT APPLICATIONS

Staff Use Case Number

CIVIC ADDRESS 151 East Keith Road, City of North Vancouver Lot:B DL:274 Plan:15049 PID:007-697-481

APPLICANT NAME Starlight Investments (Owner) / Urban Systems Ltd. (Applicant)

### I. INTRODUCTION

These Guidelines have been developed to help applicants prepare a successful Development Application submission. All Development Applications must include a response to the Sustainable Development Guidelines, which will be reviewed by Advisory Bodies, staff and, ultimately, City Council who will give serious consideration to the sustainability achievements of a project.

Applicants must demonstrate how their development will contribute to the current and future needs of the community by highlighting sustainability achievements of an application.

The Guidelines challenge applicants to advance the sustainability objectives of the City, as outlined in the 2014 Official Community Plan (OCP), which guides community development in our city with the following Vision:

In 2031, the City of North Vancouver will be a vibrant, diverse, and highly livable community that is resilient to climate or other changes, and sustainable in its ability to prosper without sacrifice to future generations.

One of the key ways that the community vision will be

realized is through property development. Buildings house us, provide employment centres and frame our streets. They remain with us for many decades with significant ongoing impacts. including generating approximately 50% of our community greenhouse gas emissions. Buildings now need to adapt to the impacts of climate change to help the City become resilient to that new reality. Building forms and densities also have significant effects on housing cost and diversity, transportation choices, and the liveability of our community.



Sustainability in the City means balancing the natural, physical (human-made), human, social, cultural and local economic implications of our activities in order to meet the needs of people today without compromising the ability of future generations to meet their own needs.

### II. PREPARING THE SUSTAINABLE DEVELOPMENT GUIDELINES

Applicants are required to submit a response to the Guidelines as a key part of their development application package. Projects are not expected to incorporate all measures in the Guidelines.

For information on underlying City goals and objectives, it is recommended that applicants refer to other relevant City policies such as the OCP, Social Plan, Economic Development Strategy, Transportation Plan, Community Energy and Emissions Plan, Food Strategy and Food Action Plan, as well as others.

The Guidelines address the six capacities that comprise the OCP's Sustainable City Framework, including Natural Systems, Physical Structures / Infrastructure, Local Economy, Human Potential, Social Connections, and Cultural Diversity.

 Natural Systems: The ability of natural systems, both global and local, to support life. Parks and green spaces help regulate the climate, clean and filter water and air, and provide recreational and aesthetic benefits. Maintaining healthy natural systems will reduce strain on municipal infrastructure, support local wildlife and enhance quality of life for community members.



Y N N/A Please Provide Comments:

LANDSCAPE				
Private Trees Retained or Added in proposal (indicate number of each)	X			2 on-site trees retained, 7 boulevard / offsite trees protected 50 new trees to be added.
Green Roof / Wall	X			Apartment building to have combination of extensive green roof and rooftop amenity space with some urban agriculture.
Majority Native Species Landscaping		X		Combination of native and near native plants.
Habitat Restoration (butterfly, bird- friendly, naturalized areas)	X			Plants providing food and shefter for wildlife are included.
Community Gardens*		X		
50% or More Edible Landscaping for Common Space		X		Some urban agriculture planters on apartment building roof.
Water Efficient Irrigation System (drip hose, low-flow nozzles)	p 🛛			Any imgation will be high efficiency.
Rainwater Collection (rain barrel)			X	
Reuse of Wastewater			X	
HARDSCAPE				
Permeable Paving for Hardscape		X		
40%+ Open Site Space (see Zoning Bylaw definition)	$\mathbf{X}$			Over 59% of the full site is open site space.
Other Sustainability Achievements:				t to be built on top of existing parkade structure, which and no greenfield development.

\*See City of North Vancouver Active Design Guidelines for recommended compliance paths.

2. Physical Structures/Infrastructure: The ability to effectively deliver basic services, shelter and physical amenities required to sustain the health and well-being of the community. This includes water supply, sanitary sewer, stormwater drainage, solid waste management, roads, telecommunications, and energy efficiency and conservation including district energy. As well, this category includes attractive streetscapes, durable buildings, provision of a range of housing types and adequate community amenities.



	Y	N	N/A	Please Provide Comments:
HIGH PERFORMANCE CONSTRUCTION			3015000	
Durable Building (modular / deconstructable)		$\times$		
Building Reuse / Recycled Content / Use of Repurposed Materials	$\mathbf{X}$			Will be using ready available materials with recycling content.
Majority Use of Environmentally Friendly Materials (non-toxic, wood)	$\boxtimes$			Non-toxic materials for millwork and water-based paints.
Certified by a Third Party Green Building Rating System		$\boxtimes$		
ENERGY EFFICIENCY AND HEALTHY BU	ILDING	S		
Energy Performance (per building type) Part 3 Commercial (Step 2 min.) Part 3 Residential (Step 3 min.) Part 9 Commercial (BCBC min.) Part 9 Residential (Step 3 min.) Part 9 Residential < 1,200 ft <sup>2</sup> (Step 1 min.)	Mir	η. Ε)		(if so, specify Step)
Superior Insulation (thick wall exclusion in Zoning Bylaw sought for insulation above BC Building Code)		$\times$		
Airtightness (1.5+ blower door test and appropriate ventilation strategy)			X	To be determined.
High-performance Windows e.g. Energy- Star, Passive House Certified (whole project)		$\boxtimes$		Double-glazing with argon fill.
Heat Recovery Ventilator (75% or better recovery)	$\square$			TBD by mechanical engineer at building permit stage.
LED Lighting (whole building)		X		Some LED will be used.
Energy-Star Appliances (whole building)	X			
Renewable Energy Fixtures Installed			X	TBD by mechanical engineer.
Water Efficient Fixtures (whole building)	$\mathbf{X}$			
Greywater Reuse		X		

End of Trip Bicycle Infrastructure (beyond Zoning Bylaw requirements)			X	62 proposed long-term bicycle parking stalls (60 required) 6 proposed short-term bicycle parking stalls (6 required).
Car-Share Program				
Electric Vehicle Supply Equipment: 20% of all residential parking spaces include an electrical outlet, a receptacle electric vehicle supply equipment, and all supplied by a branch circuit rated not les than 40A at the nominal voltage of 208 V 240V as applicable.	re s		$\square$	Parking garage is existing.
Electric Vehicle Supply Equipment: Adequate space in the electrical room or electrical vault to support future electric vehicle charging for the remaining 80% of parking spaces.			X	Parking garage is existing.
8. Local Economy: The ability to maintai A strong economy brings employment and				
	d a so acity. / ommu overall	lid ta A stro nity n qual	k base inger e hembe ity of li	to support services conomy has been rs and greater fe.
strong economy brings employment and ithout compromising other areas of capa hown to support healthier lifestyles for co pportunities for personal fulfillment and o	d a so acity. A ommu	lid ta: A stro nity n	x base nger e nembe	to support services conomy has been rs and greater
strong economy brings employment and ithout compromising other areas of capa hown to support healthier lifestyles for co	d a so acity. / ommu overall	lid ta A stro nity n qual	k base inger e hembe ity of li	to support services conomy has been rs and greater fe.
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strong economy brings employment and vithout compromising other areas of capa hown to support healthier lifestyles for co pportunities for personal fulfillment and o Net New Jobs Generated (long term, full time) Commercial floor space (net increase,	d a so acity. / ommu overall	lid ta A stro nity n qual N	x base inger e hembe ity of li N/A	to support services conomy has been rs and greater fe. Please Provide Comments:
A strong economy brings employment and without compromising other areas of capa shown to support healthier lifestyles for co opportunities for personal fulfillment and o Net New Jobs Generated (long term, full time) Commercial floor space (net increase, indicate area) Neighbourhood-Scale Commercial	d a so acity. / ommu overall	lid ta A stro nity n qual N	k base inger e hembe ity of li N/A	to support services conomy has been rs and greater fe. Please Provide Comments:

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4. Human Potential: The ability of our local community to support our residents in their pursuit of individual livelihood objectives including access to education, healthy food, active transportation and affordable housing. Meeting these basic needs is essential for the maintenance and growth of human capacity.



	Y	N	N/A	Please provide comments:
Market Rental Housing (net increase, indicate number of units)	X			The project is 100% purpose built rental housing with a total of 40 units.
Non-Market / Lower-End of Market Rental Housing	X			10% (4 units) will be rented at 30% below mid-market rates (SAFER) in perpetuity in partnership with local non-profit.
10%+ Three+ Bedroom Units (in multi- unit residential buildings)	X			15% 3-bedroom units provided.
Micro-units ~37.16m <sup>2</sup> (~400 ft <sup>2</sup> )	X			
Childcare Facilities		X		
Community Space for Food Preparation, Storage and Processing		X		
Green Building Educational / Interpretive Features		X		
Primary and Secondary Stair Design*	X			
Outdoor Circulation*	X			Includes new barrier-free ramp and courtyard spaces.
Storage space for residents in units and storage rooms (multi-unit residential buildings)		X		
Other Sustainability Achievements:				nent includes retention of all existing units on-site and no displacement of existing tenants.
*See City of North Vancouver Active Design Guid 5. Social Connections: The ability of ou communication, interaction and networks community issues. These may include so low incomes, lone-parent families, and n seniors and people with disabilities.	ur comr s to res upporti	munity pond	/ to fo effect	ster ively to ity members with children, youth,
	Y	N	N/A	Please provide comments:
Design Features for People with Disabilities (beyond Zoning Bylaw requirement)	X			A new ramp/pathway has been added to provide barrier-free access Keith Road to the existing tower as well as a new indoor/outdoor ele which provides accessibility to all parkade levels. Also, 14 Level Two adaptable units (36%) are being proposed.
	Tarring and	and the second se	and the second second	

Communal Cooking Amenities		X	
Indoor Amenity*	X		Amenity room provided in new apartment building, and tenants from ne rental buildings will have access to amenity spaces in existing tower.
Outdoor Recreation*	X		Outdoor garden space provided on roof terrace of Building 1. New ramp pathway connecting internal courtyard and garden spaces on site.
Amenities for Senior Users		X	
Crime Prevention Through Environmental Design	X		
Other Sustainability Achievements:			en space and communal terrace space will foster en tenants from the new and existing building on site.

\*See City of North Vancouver Active Design Guidelines for recommended compliance paths.

6. Cultural Diversity: The ability of our community to support and celebrate a diversity of cultural backgrounds. This includes recognition of the traditions of the Squamish Nation and the many cultures of residents who make the City their home. With both tangible and intangible elements, cultural capacity has economic implications and is strongly connected to social traditions. Manifestations of cultural practices can range from spiritual practices to heritage buildings.



	Y	N	N/A Please provide comments:
Formal and Informal Gathering Spaces	X		Courtyard design, landscape terraces and patlos.
Retention of Heritage Building			
Public Art Reflecting Local Culture			X
Streetscape Improvements (benches, planters, lighting)	$\mathbf{X}$		New 1.5m grass boulevard, updated site lighting.
Other Sustainability Achievements:			

### III. SUMMARY

The Sustainable Development Guidelines are important in both shaping and processing development applications. Applicants are advised to consider these issues at the outset of a project and to contact planning staff for more information on sustainable design strategies.







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

REPORT

To: Mayor Darrell R. Mussatto and Members of Council

From: David Johnson, Development Planner

SUBJECT: REZONING APPLICATION: 151 EAST KEITH ROAD (URBAN SYSTEMS / IMH 151 E KEITH APARTMENTS LTD)

Date: March 7, 2018

File No: 08-3360-20-0403/1

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

### **RECOMMENDATION:**

**PURSUANT** to the report of the Development Planner, dated March 7, 2018, entitled "Rezoning Application: 151 East Keith Road (Urban Systems / IMH 151 E Keith Apartments LTD)":

**THAT** Zoning Bylaw 1995, No. 6700, Amendment Bylaw, 2017 No. 8618 (Urban Systems / IMH 151 E Keith Apartments LTD, 151 East Keith Road, CD-702), be considered and referred to a Public Hearing;

**THAT** "Housing Agreement Bylaw, 2018, No. 8622" (Urban Systems / IMH 151 E Keith Apartments LTD, 151 East Keith Road, CD-702, Rental Housing Commitments) be considered and referred to a Public Hearing;

**THAT** additional offsite works and community amenities listed in the March 7, 2018 report in the section "Community Amenities and Infrastructure Improvements" be secured, through agreements at the applicant's expense and to the satisfaction of staff, as conditions of rezoning;

**AND THAT** the Mayor and City Clerk be authorized to execute all necessary covenants and legal agreements required to secure the commitments outlined in the report.

### ATTACHMENTS:

- 1. Context Map (#<u>1623276</u>)
- 2. Project Fact Sheet (#1623391)
- 3. Reduced Development Plans (#1625895)
- 4. Public Consultation Summary (#1626569)
- 5. Sustainable Development Guideline Checklist (#1627810)
- 6. Zoning Amendment Bylaw 8618 (#1628354)
- 7. Housing Agreement Bylaw 8622 (#1626592)
- 8. Affordability Statement (#1626726)

### PURPOSE:

The purpose of this report is to present for Council's consideration, a Development Application to rezone 151 East Keith Road (Attachment #1) from High Density Apartment Residential 1 (RH-1) to Comprehensive Development 702 (CD-702) to support adding three infill buildings to the existing residential tower. The proposed three infill buildings are to be built on top of the existing two level parkade structure.

### BACKGROUND:

Applicant:	Matthew Steyer – Urban Systems		
Architect:	Burrowes Huggins Architects		
Official Community Plan Designation:	Residential Level 6 (R6)		
Existing Zoning:	High Density Apartment Residential (RH-1)		
Applicable Guidelines:	None		

### DISCUSSION:

### Site Context and Surrounding Use

The subject site is located in the Lower Lonsdale area along the south side of East Keith Road, across from Victoria Park, between Lonsdale Avenue to the west and St. George's Avenue to the east. It is also a double frontage lot with East 6<sup>th</sup> Street directly to the south (Attachment #1).

The site currently contains a 15 storey residential tower with 89 rental apartment units, which was completed in 1975. The current parking structure surrounding the tower serves to support resident parking. It is mostly covered by landscaping.

The buildings adjacent to the subject site are high density residential buildings, ranging from mid-rise to towers. Across East 6<sup>th</sup> Street to the south are predominately three storey apartment buildings.

A description of the buildings surrounding the subject site is outlined in Table 1 below.

Direction	Address	Zoning	OCP	Description
North (across the south arm of East Keith Road)	Victoria Park	Public Use and Assembly 1 (P-1)	Parks, Recreation and Open Space	Park Space
South (across East 6 <sup>th</sup> Street)	141 and 165 East 6 <sup>th</sup> Street	Medium Density Apartment Residential 1 (RM-1)	Residential Level 5. Max. 1.6 FSR with 1.0 FSR bonus density.	Two three-storey rental apartment buildings of 54 units each.
East	161-165 East Keith Road, and 160 E 6 <sup>th</sup> Street	Comprehensive Development 651 (CD-651)	Residential Level 6. Max. 2.3 FSR with 1.0 FSR bonus density.	16 storey 93 unit apartment building (currently under construction)
West	123 East Keith Road	Comprehensive Development 155 (CD-155)	Residential Level 6. Max. 2.3 FSR with 1.0 FSR bonus density.	17 storey, 32 unit apartment building.

Table 1. Surrounding Uses

### Proposal

The applicant is proposing to add, in addition to the existing 89 unit tower, three separate infill buildings to house 40 new rental residential units. These new buildings are to be constructed on top of the existing parking structure. The applicant is not proposing replacing or undertaking any major renovations to the tower, other than upgrades to individual units when they become vacant. As a result, the applicant has stated that no evictions to the existing tower are necessary during construction.

The density of the current tower is 2.29 times the lot area (FSR), just under the Official Community Plan (OCP) maximum of 2.30. With the OCP allowing Council to consider an additional 1.0 Density Bonus to the site, the applicant is proposing to use that additional density to present the 40 unit addition. The three separate buildings are outlined in the submitted drawings shown in Attachment #3.

Building Number One is located at the North West corner of the property and is a four storey rental apartment building containing 31 studio units ranging in size from 37.1 square metres (400 square feet) to 38.2 square metres (412 square feet) in size. The orientation of the building toward East Keith Road provides access to the main lobby. The ground floor units fronting Keith Road will have direct street access from their units. The elevator within this building provides direct access to the underground parkade.

To encourage social interaction amongst the residents as well as encouraging physical activity, this building proposes a number of elements that are outlined in the City's Active Design guidelines, including:

- 1. A proposed indoor amenity room of 9.7 square metres (104 square feet) in size, is located adjacent to the lobby;
- To encourage stairwell use, the main stairway is highly visible upon entering the lobby as well as from the exterior of the building from the glazing along the south and east side of the stairway;
- 3. A secondary stairway also is in a prominent location at the end of the hallway and is glazed for easy visibility; and
- 4. A rooftop terrace to promote social interaction for all residents of the property.

Building Number Two is a four storey walk-up townhouse building located at the south west corner of the subject site and contains six units. Two of these units are 38 square metre (409 square feet) studio units with direct outdoor access to the interior courtyard between this and Building Number One. Two other units are two level, two bedroom units approximately 96.8 square metres (1,042 square feet) in size, and stacked directly above these studio suites with their own individual access to the same interior courtyard. The final two units are three level, three bedroom units approximately 103.6 square metres (1,115 square feet) in size and directly accessed from the East 6<sup>th</sup> Street side. No rooftop decks are proposed with this building.

Building Number Three proposes three two level, two bedroom units approximately 73.2 square metres (788 square feet) in size and is located at the northeast corner of the property. Each unit is individually accessed from East Keith Road.

### Public Realm

The application seeks to improve the interface between the site and one of the City's most prominent civic spaces and streets. Presently the parking structure and landscaping are directly adjacent to the public realm. This is an uncomfortable interface between the public and private realms. By proposing infill buildings that both are ground related and orient their principal unit entrances to the public realm, the new buildings will significantly improve the experience and views into and out of the public realm.

### Proposed Parking and Access

The application is proposing to use the current parking structure to accommodate the offstreet parking for both the proposed 40 units as well as the existing tower. The proposed 82 off-street stalls meets the minimum Zoning Bylaw requirement of 77.

The parkade will also house the required number of bicycle parking for the proposed units as well as the recycling and garbage enclosure. The enclosures for the current tower are contained within that building.

### PLANNING ANALYSIS:

### Supporting Documents

### 2014 Official Community Plan

The Official Community Plan identifies the subject site as Residential Level 6 (R6), which permits a residential development of 2.3 times the size of the site (FSR) with the potential of a 1.0 FSR density bonus to be granted at the discretion of Council for an overall density of 3.30 FSR. The OCP also limits the maximum height of a building to be 46 metres (151 feet) tall.

The combined density of the existing tower with the proposed infill buildings would result in a FSR of 3.21 and will not exceed the OCP maximum.

By proposing the potential density bonus for rental housing, this application does meet a key objective of the OCP. Objective 1.5.4 states:

Prioritize the development and revitalization of affordable rental housing and use density bonusing and density transfers to incentivise the retention, renewal and/or replacement of rental units as a public benefit.

Other objectives being addressed are listed in the Corporate Plan and/or Policy Implication section at the end of this report.

The proposal as presented will not require an amendment to the OCP.

Zoning Bylaw 1995, No. 6700

The property is currently zoned High Density Apartment Residential 1 (RH-1). An amendment to the Zoning Bylaw is required to permit the proposal and is reflected in Zoning Amendment Bylaw 8618 (Attachment #6). Additionally, current zoning requirements are in the Project Fact Sheet (Attachment #2).

Using the RH-1 Zone as a base, the proposal is in conformance with the Zoning Bylaw with the exceptions to permit a density of 3.21 FSR, to allow a minimum parking stall width of 2.44 metres (8.0 feet), and setbacks to the proposed buildings as outlined in the following table:

### Table 2. Proposed Building Setbacks

Building	Setback	Distance
	North setback	2.45 m (8.0 ft.)
Northeast Building	West setback	3.04 m (10.0 ft.) 1.65 m (5.41 ft.) for stairwell
and the second	South setback	1.63 m (5.33 ft.)
Southwest Building	West setback	7.06 m (23.17 ft.)
No. do a set Dadiada a	North setback	2.40 m (7.83 ft.)
Northeast Building	East setback	1.97 m (6.5 ft.)

The proposed setback variances are to support the proposed building locations within a property whose current zoning supports higher building setback distances for high-rise buildings. The current setback requirement of 7.62 metres (25 feet) from all property lines would not support infill structures in addition to an existing tower.

The proposed parking variance is due to the applicant proposing to use the existing parking structure. At the time it was built, the required parking stall width was 2.44 metres (8 feet). This would affect the spacing of the structural columns and the structural design of the parkade. In the past two years, the Zoning Bylaw was amended to increase the width to 2.5 metres (8.2 feet). For the applicant to achieve their proposed number of parking stalls, the variance is necessary.

The applicant has always presented this proposal, along with the existing tower, as a long-term investment for them to provide rental dwelling units. To secure this initiative, the proposed Comprehensive Development Zone in Amendment Bylaw 8618 limits the use to Rental Apartment Residential.

### Housing Action Plan

To achieve a 0.91 FSR Density Bonus for this proposal, the City's Density Bonus and Community Benefits Policy as well as the City's Housing Action Plan would require that 10% of the new units be rented at 10% below market rates for a period of 10 years (Mid-Market units). As the existing tower is not being replaced or undergoing a major renovation, the 89 current units are not included with the Mid-Market unit count.

To meet the requirement, the applicant is partnering with Hollyburn Family Services to provide four studio units (10% of the total number of new units) at rates less than what the City's Mid-Market units could achieve by being able to tap into the SAFER subsidy to rent to vulnerable seniors. The applicant has updated their Affordable Housing statement (Attachment #8) to outline this proposal, and is reflected in the Housing Agreement (Attachment #7), which will secure these rates for a period of 10 years. It should be noted that rents would revert to mid-market rental rates if the contract with Hollyburn Family Services terminates within the 10 year period.

The updated Affordability Statement outlines the rate difference between the City's Mid-Market units and what the SAFER subsidy will be able to provide using 2018 numbers. The chart below outlines the difference between the two rates as well as market rates.

	July 2017 market rents*	2017 mid- market rents	Percentage difference	SAFER subsidized rates	Percentage difference from market
Studio	\$1,500	\$916	39% below	\$765	49% below

\* Current market rents were obtained from a new market rental development in Central Lonsdale, advertised on Craigslist, in July 2017

To address the Family-Friendly Housing Section of the Housing Action Plan, the applicant is proposing two of the 40 new units be three bedroom units as well as five, two bedroom units to give families unit type options. The existing tower contains primarily one and two bedroom units.

### **Community Amenities/Infrastructure**

The City's *Density Bonus and Community Benefits Policy* (Policy), in conjunction with the Official Community Plan, allows Council to consider a density bonus beyond the OCP limit of 2.30 FSR, up to a maximum of 3.30 FSR in the Residential Level 6 area.

The policy provides a number of community benefit options for projects seeking additional density and seeks to ensure the City receives value for additional density granted. The value could be in the form of a cash contribution or some form of amenity, such as an all rental apartment building to be secured in perpetuity plus a form of affordability in accordance with the City's Housing Action Plan. In this case, to achieve the desired 0.91 FSR bonus density for the new infill buildings, the applicant has agreed to secure all the proposed 40 unit addition as rental as well as partnering with Hollyburn Family Services to secure four units using the SAFER rental rate for vulnerable seniors, for a period of 10 years. As this would exceed what the City would achieve through acquiring the same number of units through the Housing Action Plan, staff is satisfied that the intent of the Policy has been met and that no community amenity cash contribution is required for this development proposal.

For comparison, a cash contribution in accordance with the Policy or this density bonus would be valued at approximately \$3.69 million, as outlined in Table 3 below. The City would receive rental housing in lieu of a cash contribution.

Density Value Calculation	Value .
Density Addition from 2.29 FSR to 2.30 FSR / OCP Density (@ \$20 / sq. ft.)	\$5,600
Density Bonus to 0.91 FSR / OCP Density Bonus (@ \$140 / sq. ft.)	\$3,684,660
Total Value of Community Benefits	\$3.690.260

### Table 3. Estimated Value of Community Benefits through Density Bonusing

Staff also seeks Council's endorsement for the item listed below. This item is not specifically required under the authority of City bylaws, but could be made a requirement of rezoning under the authority of Council.

• A financial contribution of \$25,000 from the applicant to help finance a public Electric Vehicle Charging Station within the City. This contribution is payable prior to adoption of rezoning.

### CONSULTATION:

### Advisory Design Panel

The application appeared before the Advisory Design Panel on February 15, 2017 where the Panel supported the application subject to the applicant addressing the following items to the satisfaction of the Development Planner:

- Wall articulation, especially the west side of Building 1;
- Consideration of extending Building 4 for additional bike storage and plug-ins for electric bikes and scooters;
- Review of the east end of Building 1 to improve visual permeability through the site;
- Review adjusting the north south pathway to increase the separation along Building 2; and
- Roof top treatments to all infill buildings.

Staff worked with the applicant to resolve the appearance of the west side of the building as well as removing Building 4 that was to be a storage building for bicycles and garbage and recycling on the south end of the site fronting the existing tower. Its removal has been addressed using the existing parkade. The pathway and sightlines through the site have also been improved.

### Public Consultation

The applicant held a Developer Information Session (DIS) on April 26, 2017 where 32 members of the community attended. At the meeting, a total of eight sign-in comment sheets were submitted. Many more submissions were received by the City after the DIS. The applicant did provide a report of the meeting that includes comments provided on and after the meeting.

The feedback received (Attachment #4) showed that most were opposed to the application for the following reasons:

- The building setbacks from the property line should be maintained and not be varied;
- Lack of off-street parking;
- Increased traffic in the neighbourhood; and

• Low to mid-rise building is not in character with the neighbourhood or the streetscape.

Those who supported the application liked that there would be more rental units, and the overall appearance of the buildings.

The applicant has reached out to the community to address the concerns and did reduce the scale of the proposal by removing three units in Building 2 to open up the south western part of the site and to protect views.

Should Council grant first and second reading to proposed Bylaws 8618 and 8622, a Public Hearing will be scheduled.

### SUSTAINABILITY COMMENTS:

The subject site is one half-block from Lonsdale Avenue and has good access to public transit. Victoria Park (which contains a portion of the Green Necklace) is across the street. The proposed development would be using unused portions of the site on top of an existing parkade while maintaining enough space for landscaping.

The applicant will also be:

- Connecting the infill buildings to LEC and providing the infrastructure for the future connection of the existing residential tower to LEC;
- Contribution towards an Electric Vehicle Charging Station in the City;
- Using high-performance windows in the building envelope;
- · Using energy saving certified appliances; and
- Installing low consumption water fixtures.

The applicant has filled out the Sustainable Development Guideline Checklist as part of their application to identify their intent on achieving the City's sustainability goals. These are shown in Attachment #5.

### FINANCIAL IMPLICATIONS:

A financial contribution of \$25,000 towards the City's Community Amenity Reserve Fund towards the installation of a public Electric Charging Station in the City.

A cash contribution for additional density are not required for rental property as noted in the Community Amenities/Infrastructure section above.

### INTER-DEPARTMENTAL IMPLICATIONS:

The Civic Projects Team and Directors Team reviewed and endorsed this report at their joint meeting on March 6, 2018.

### CORPORATE PLAN AND/OR POLICY IMPLICATIONS:

The City's Official Community Plan is centered on a set of guiding principles and a sustainable city framework. Proceeding with the proposed zoning and redevelopment of the subject site will advance many of these goals and objective particularly the following:

- 1.1.1 Plan for growth in the City's population, dwelling units and employment in keeping with the projections in Metro Vancouver's regional Growth Strategy;
- 1.3.1 Ensure that new development is compatible with the established urban form of the City, reflecting the primacy of the Lonsdale Regional City Centre and the transition through mid- and low rise buildings to lower density neighbourhoods;
- 1.3.5 Encourage design excellence in developments through carefully considered, high quality architecture and landscaping, with varied designs which are interesting, sensitive and reflective of their surroundings;
- 1.3.10 Encourage active, healthy lifestyles and the opportunity for more social connections through planning and active design principals that encourage physical activity and contribute to enhanced walkability and active streets, sidewalks and public spaces;
- 1.5.4 Prioritize the development and revitalization of affordable rental housing and use density bonusing and use density bonusing and density transfers to incentivise the retention, renewal and/or replacement of rental units as a public benefit;

**RESPECTFULLY SUBMITTED:** 

David Johnson 01 **Development Planner** 

Attachments

DJ:eb

# **PROPOSED RESIDENTIAL INFILL DEVELOPMENT**

151 EAST KEITH ROAD NORTH VANCOUVER B.C.





REISSUED FOR REZONING APPLICATION - FEBRUARY 27th, 2018 (Original Submission October 25th, 2017)



# **PROJECT TEAM**

# **DEVELOPER - STARLIGHT INVESTMENTS**

1400-3280 BLOOR STREET WEST, CENTRE TOWER TORONTO ONTARIO M8X 2X3

Founded in 2011, Starlight Investment Ltd. is a real estate asset management firm with a primary focus on multifamily rental properties in over 400 properties across Canada and the Southern United States. Starlight's innovative approach to the properties under its management is reflected in its commitment to excellence in quality design and construction for both existing assets and new infill development projects alike.

# ARCHITECT

BURROWES HUGGINS ARCHITECTS 205-1628 WEST 1ST AVE. VANCOUVER BC V6J 1G1

Burrowes Huggins Architects was founded in 1991 and since that time has been actively involved in a variety of developments, and worked with many local and regional development companies. BHA completed work includes a number and variety of Whistler buildings including the Four Seasons Resort and Residences, the Athlete's Lodge in Cheakamus Village and a mix of resort condominiums in the Blackcomb Benchlands.

Burrowes Huggins Architects has longstanding experience in the Lower Mainland with mixed-use and ground-oriented housing projects including street-oriented townhouses, stacked townhouses, 4 to 6 storey mixed-use retail residential projects, purpose-built rental housing and not for profit housing projects.

# LANDSCAPE ARCHITECT

CONNECT LANDSCAPE ARCHITECTURE 2305 HEMLOCK STREET VANCOUVER BC V6H 2V1

Connect Landscape Architecture (formerly Sharp & Diamond) is a recognized leader in the design and transformation of healthy vibrant communities. Our vision is simple - Connect people to their environment through meaningful design. Connect Landscape Architecture draws inspiration from the natural landscape while embracing built form and infrastructure.

## PLANNING CONSULTANT

URBAN SYSTEMS 550-1090 HOMER STREET VANCOUVER BC V6B 2W9

Urban Systems is a multi-disciplinary consulting firm founded in 1975. At our 14 offices across 5 provinces, we bring spirit in service for vibrant communities and have been recognized as one of the Best Workplaces in Canada for 12 years running. With over forty years of land development experience, we assist clients in moving through the different stages of development as quickly and efficiently as possible. Urban Systems promotes sustainable development methods that add efficiency, improve performance, and provide marketing value to development projects. Our integrated approach to land development has resulted in some of the most celebrated development projects in Western Canada. We provide the full range of services required to take projects from start to finish, including land use planning and design, civil engineering, landscape architecture, legal survey, and construction services. We assemble a customized team of professionals for every new assignment to design and construct all aspects of each unique site.

**SUPERSEDED** 

Burrowes Huggins Architects Suite 205 - 1628 West 1st Avenue, Vancouver B.C. Telephone: (604) 730-8100 | Web: www.bha.ca

project

consultant:

date description

no.

issues:

2016-11-22

2017 10 25

Issued for Rezoning



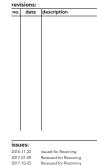


# **PROJECT STATISTICS**

roject Name: roject Number: lient:	RESIDENTIAL IN P424 STARLIGHT INV	NFILL DEVELOPMENT		Gross Site Area:	<b>SF</b> 27997.90 sf	SM 2601.09 sm	ACRES 0.64 acres	HA 0.260 ha	Unis Per Acre n/a	Units Per HA n/a	Date: Revised:	9-Jan-17 22-Feb-18		
OTAL FSR SUMMARY (A							Amenity Provides				Site Coverage	22-PeD-18		
oraci sa sommani p	Permitted FSR	Permitted FSR	Actual SF	Actual SM	Actual FSR		Required:	n/a	n/a		Site Area	27997.9 sf		
stal GFA	27998 sf	1.00 fsr	25582 sf	2376.64 sm	Picture 1 Jit		Provided:	166 sf	15.42 sm		Existing Foorprint		15.90%	
orage	177707	1.65 1.6	0 st	0.00 sm			Trovided.	100 31	12.41 111		New Footprint	7179 sf	25.64%	
stal FSR			25582 sf	2376.64 sm	0.91 fsr						Total Coverage	74734	41.54%	
UILDING ONE AREAS (A	ADADTMENT DI III	DING)	13301 1	2370.04 311	0.51 (0						Total coverage		41.34%	
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LEVEL			1123 20001	CIRCODATION	RESIDENTIAL	Ameniti	<u>uin</u>	LII	NO GNITS	JIORAL	1.34			GIACIL
1	(NOTE: REOJEC	T LEVEL 3 ON FLOOR PLANS)	104 sf	904 sf	2826 sf	166 sf	4000 sf	70.66 %	7	0 sf	3834 sf			3999 s
2		T LEVEL 4 ON FLOOR PLANS)	0 sf	868 sf	3220 sf	0 sf	4000 st 4088 sf	78.76 %	8	0 sf	4088 sf			4088 1
3		T LEVEL 5 ON FLOOR PLANS)	0 sf	870 sf	3220 st	0 sf	4088 st 4090 sf	78.72 %	8	0 sf	4088 st			4088 1
4		T LEVEL 5 ON FLOOR PLANS)	0 sf	868 sf	3220 st	0 sf	4090 st 4088 sf	78.76 %	8	0 sf	4050 st 4088 sf			4088 1
4		T LEVEL 5 ON FLOOR PLANS)	0 sf	468 sf	3220 st	0 sf	4088 st 468 sf	0.00 %	0	0 sf	4088 st 468 st			4088 s
-	(NOTE: PROJEC	T LEVEL 7 ON FLOOR FLANS)												
TOTAL	_		104 sf	3978 sf	12485 sf	166 sf	16734 sf	74.61 %	31 units	0 sf		as amenity and storag		16731
			9.66 sm	369.60 sm	1159.92 sm	15.42 sm	1554.61 sm			0.00 sm	1539.18 sm			1554.35
UILDING TWO AREAS (														
WNHOUSE UNIT TYPE			LOOR			TOTAL	!	IO UNITS	TOTAL GFA		STORAGE	TOTAL FSR		
		LOWER	LOWER	MID	UPPER									
						sf	sm		sf	sm		sf	sm	
A3		STUDIO TOWNHOUSE	409 sf	0 sf	0 sf	409 sf	37.99 sm	1 units	409 sf	37.99 sm	0 sf	409 sf	37.99 sm	
A4		STUDIO TOWNHOUSE	409 sf	0 sf	0 sf	409 sf	37.99 sm	1 units	409 sf	37.99 sm	0 sf	409 sf	37.99 sm	
B4		2 STOREY TOWNHOUSE (3 BR)	408 sf	0 sf	634 sf	1042 sf	96.84 sm	1 units	1042 sf	96.84 sm	0 sf	1042 sf	96.84 sm	
85	T26	2 STOREY TOWNHOUSE (3 BR)	408 sf	0 sf	634 sf	1042 sf	96.84 sm	1 units	1042 sf	96.84 sm	0 sf	1042 sf	96.84 sm	
C1	T21	3 STOREY TOWNHOUSE (3 BR)	299 sf	408 sf	408 sf	1115 sf	103.59 sm	1 units	1115 sf	103.59 sm	0 sf	1115 sf	103.59 sm	
C2	T22	3 STOREY TOWNHOUSE (3 BR)	299 sf	408 sf	408 sf	1115 sf	103.59 sm	1 units	1115 sf	103.59 sm	0 sf	1115 sf	103.59 sm	
TOTALS								6 units	6657 sf		0 sf	6657 st		
									618.43 sm			618.43 sm		
IILDING THREE AREAS														
WNHOUSE UNIT TYPE			LOOR			TOTAL		IO UNITS	TOTAL GFA		STORAGE	TOTAL FSR		
		LOWER	LOWER	MID	UPPER									
			(	/	(	sf	sm		st	sm		st	sm	
B1		2 STOREY TOWNHOUSE (2 BR)	391 sf	0 sf	391 sf	781 sf	72.59 sm	1 units	781 sf	72.59 sm	0 sf	781 sf	72.59 sm	
82		2 STOREY TOWNHOUSE (2 BR)	394 sf	0 sf	394 sf	788 sf	73.24 sm	1 units	788 sf	73.24 sm	0 sf	788 sf	73.24 sm	
B3	T29	2 STOREY TOWNHOUSE (2 BR)	394 sf	0 sf	394 sf	788 sf	73.20 sm	1 units	788 sf	73.20 sm	0 sf	788 sf	73.20 sm	
								3 units	2358 sf		0 sf	2358 sf		
TOTALS									219.02 sm			219.02 sm		
TOTALS														
ROJECT SUMMARY TO		· · · · · · · · · · · · · · · · · · ·						40				25502-4550	2225 64	0.014
TOTALS ROJECT SUMMARY TOT EW INFILL PROJECT TO								40 units				25582 sf FSR	2376.64 sm	0.91 fs
OJECT SUMMARY TO	TALS	· · · · · ·					· ·	40 units 89 units			·	25582 sf FSR 64185 sf FSR	2376.64 sm 5962.98 sm	0.91 f

# ZONING SUMMARY

-	ZONING SUMMARY - INFILL D			PROJECT		ESIDENTIAL INFILL DEVELOPMENT		
	PROJECT NO.	P424	IMPERIAL	METRIC	VALUE	NOTES		
1	CIVIC ADDRESS:							
	151 East Keith Road, City of Nort	th Vancouver	LOT: B	BLOCK: 114	DL: 274	PLAN: 15049		
_	PID: 007-697-481							
2	APPLICATION DESCRIPTION:							
	To construct a residential infill de	velopment consis	ting of 3 buildings and	40 rental units.				
1	LOT AREA							
	EXISTING		27997.90 sf	2601.09 sm				
	PROPOSED		27997.90 sf	2601.09 sm				
	ZONING							
	EXISTING		RH-1					
	PROPOSED		CD					
	OFFICIAL COMMUNITY PLAN	0.00						
,	OFFICIAL COMMONIT FEAN (CCF): As per the COP, the site is Residential Level 6 (High Density) - refer to Schedule A Land Use Map.							
-	Existing OCP Density (FSR) = 2.3							
-	Existing OCP Density (P3R) = 2.3	with a Maximum	Bonus (Fak) of up to 1.0	J. 2.3 + 1.0 = 3.3 10	sai remitted FSK			
5	GROSS FLOOR AREA							
	PERMITTTED: 1.0 Bonus FSR		27998.00 sf	2601.09 sm				
			27998.00 sf 25582.00 sf	2601.09 sm 2376.65 sm	= 0.91 FSR			
7	PERMITTTED: 1.0 Bonus FSR				= 0.91 FSR			
7	PERMITTTED: 1.0 Bonus FSR PROPOSED: 0.91 FSR	(includes 11 Adap	25582.00 sf		= 0.91 FSR			
7	PERMITTTED: 1.0 Bonus FSR PROPOSED: 0.91 FSR RESIDENTIAL UNIT MIX STUDIO APARTMENTS: 31 units TOWNHOUSE UNITS: 9 units (in		25582.00 sf stable Level 2 Units)	2376.65 sm				
7	PERMITTTED: 1.0 Bonus FSR PROPOSED: 0.91 FSR RESIDENTIAL UNIT MIX STUDIO APARTMENTS: 31 units		25582.00 sf stable Level 2 Units)	2376.65 sm				
7	PERMITTTED: 1.0 Bonus FSR PROPOSED: 0.91 FSR RESIDENTIAL UNIT MIX STUDIO APARTMENTS: 31 units TOWNHOUSE UNITS: 9 units (in		25582.00 sf stable Level 2 Units)	2376.65 sm				
7	PERMITTTED: 1.0 Bonus FSR PROPOSED: 0.91 FSR RESIDENTIAL UNIT MIX STUDIO APARTMENTS: 31 units TOWNHOUSE UNITS: 9 units (in TOTAL: 40 Units		25582.00 sf stable Level 2 Units)	2376.65 sm				
7	PERMITTED: 1.0 Bonus FSR PROPOSED: 0.91 FSR <b>RESIDENTIAL UNIT MIX</b> STUDIO APARTMENTS: 31 units TOWNHOUSE UNITS: 9 units (m TOTAL: 40 Units <b>VEHICLE PARKING</b> Refer to Parking Statistics		25582.00 sf stable Level 2 Units)	2376.65 sm				
7	PERMITTED: 1.0 Bonus FSR PROPOSED: 0.91 FSR RESIDENTIAL UNIT MIX STUDIO APARTMENTS: 31 units TOWNHOUSE UNITS: 9 units (in TOTAL: 40 Units VEHICLE PARKING		25582.00 sf stable Level 2 Units) ownhouses, 5 2-Storey T	2376.65 sm				
3	PERMITTED-10 Banus FSR PROPOSED: 0:91 FSR RESIDENTIAL UNIT MIX STUDIO APREMITMENTS: 31 units TOWNHOUSE UNITS: 9 units (in TOWNHOUSE UNITS) (in TO		25582.00 sf stable Level 2 Units) ownhouses, 5 2-Storey T 	2376.65 sm fownhouses and 2.3 PROPOSED				



Reissued for Rezonin Reissued for Rezonin



Suite 205 - 1628 West 1st Avenue, Vancouver B.C. Telephone: (604) 730-8100 | Web: www.bha.ca

project:

Proposed Residential Infill 151 East Keith North Vancouver BC Starlight

consultant:

seak

date: May 2015
project no.: 424



# **UNIT SUMMARY BUILDING 1**

BUILDING 1 STRATA LOT UNIT SUMMARY

Floor	Unit #	Type	Area (sf)	Area (sm)	Storage (sf)	Storage (sm)	Net Area (sf)	Net Area (sm)	Balcony (sf)	Balcony (sn
1	101	A2	412 sf	38.33 sm	0 sf	0.00 sm	412 sf	38.33 sm	0 sf	0.00 sm
1	102	A1	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
1	103	A1	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
1	104	A2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
1	105	D2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
1	106	D3 (ADAPTABLE)	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
1	107	D3 (ADAPTABLE)	402 sf	37.33 sm	0 sf	0.00 sm	402 sf	37.33 sm	0 sf	0.00 sm
		Level 2 Totals:	2826 sf	262.68 sm	0 sf	0.00 sm	2826 sf	262.68 sm	0 sf	0.00 sm
Floor	Unit #	Type	Area (sf)	Area (sm)	Storage (sf)	Storage (sm)	Net Area (sf)	Net Area (sm)	Balcony (sf)	Balcony (sr
2	201	D2	407 sf	37.78 sm	0 sf	0.00 sm	407 sf	37.78 sm	0 sf	0.00 sm
2	202	D3 (ADAPTABLE)	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
2	203	D1	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
2	204	D1	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
2	205	D2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
2	206	D2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
2	207	D3 (ADAPTABLE)	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
2	208	D3 (ADAPTABLE)	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
		Level 2 Totals:	3220 sf	299.22 sm	0 sf	0.00 sm	3220 sf	299.22 sm	0 sf	0.00 sm
Floor	Unit #	Type	Area (sf)	Area (sm)	Storage (sf)	Storage (sm)	Net Area (sf)	Net Area (sm)	Balcony (sf)	Balcony (sr
3	301	D2	407 sf	37.78 sm	0 sf	0.00 sm	407 sf	37.78 sm	0 sf	0.00 sm
3	302	D3 (ADAPTABLE)	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
3	303	D1	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
3	304	D1	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
3	305	D2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
3	306	D2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
3	307	D3 (ADAPTABLE)	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
3	308	D3 (ADAPTABLE)	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
		Level 3 Totals:	3220 sf	299.22 sm	0 sf	0.00 sm	3220 sf	299.22 sm	0 sf	0.00 sm
Floor	Unit #	Type	Area (sf)	Area (sm)	Storage (sf)	Storage (sm)	Net Area (sf)	Net Area (sm)	Balcony (sf)	Balcony (sr
4	401	D2	407 sf	37.78 sm	0 sf	0.00 sm	407 sf	37.78 sm	0 sf	0.00 sm
4	402	D3 (ADAPTABLE)	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
4	403	D1	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
4	404	D1	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
4	405	D2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
4	405	D2	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
4	407	D3 (ADAPTABLE)	400 sf	37.21 sm	0 sf	0.00 sm	400 sf	37.21 sm	0 sf	0.00 sm
4	408	D3 (ADAPTABLE)	404 sf	37.53 sm	0 sf	0.00 sm	404 sf	37.53 sm	0 sf	0.00 sm
-	-08	Level 4 Totals:	3220 sf	299.22 sm	0 sf	0.00 sm	3220 sf	299.22 sm	0 sf	0.00 sm
		Overall Totals:	12485 sf	1160.34 sm	0 sf	0.00 sm	12485 sf	1160.34 sm	0 sf	0.00 sm

# PARKING

PARKING STATISTICS			
		DATE	27-Jul-16 24-Oct-17
TOTAL PARKING PROVIDED BY EXISTIN	IG BUILDING		
	EXISTING REGULAR STALLS H/C STALLS	TOTAL	
LEVEL 1	51 stalls	0 stalls	51 stalls
LEVEL P1	53 stalls	0 stalls	53 stalls
TOTAL	104 stalls	0 stalls	104 stalls
TOTAL PARKING PROVIDED BY MODIFI	CATIONS		
	EXISTING REGULAR STALLS HIC STALLS	SMALL STALLS TOTAL	
LEVEL 1	38 stalls	2 stalls 0 stalls	40 stalls
LEVEL P1	40 stalls	2 stalls 0 stalls	42 stalls
TOTAL			82 stalls
SUMMARY OF UNITS/PARKI	NG		
EXISTING BUILDING			
2 BEDROOM UNITS 1 BEDROOM UNITS	28 units		
1 BEDROOM UNITS STUDIO	60 units 1 units		
TOTAL UNITS EXISTING BUILDING	1 units 89 units		

NEW BUILDING STUDIO APARTMENTS TOWNHOUSE UNITS TOTAL UNITS NEW BUILDING 34 units 6 units 40 units TOTAL UNITS EXISTING AND NEW 129 units 82 stalls 0.64 stalls per unit TOTAL PARKING PROVIDED



# DESIGN RATIONALE

#### PROJECT DESCRIPTION

The project proposes purpose-built new infill rental buildings on the property at 151 East Keith Road. The existing site incorporates a 14-storey purpose-built rental tower (1972) and a 2-storey underground parking garage. The site is located on the south side of Keith Road, south of Victoria Park and two blocks east of Lonsdale. The existing rental tower is flanked by a 14-storey condominium tower to the west and a 14-storey condominium tower currently under construction to the east.

#### SITE ATTRIBUTES

The site affords a variety of opportunities that support the addition of new rental housing: The site fronts onto Victoria Park and offers a significant opportunity for street-oriented residential suites that face the park. The site slopes to the south and affords an unequalled opportunity for views across Burrard Inlet and a full south exposure. The existing tower is sited to the east of the site and as such enables additional structures to be located to the west. The slope of the site enables the new infill buildings to incorporate a large amount of ground-oriented housing, a preferred model for families.

#### SITE PLANNING AND DISPOSITION

The site plan incorporates three new structures:

Building 1 – a 4-storey apartment building fronting Keith Road, Building 2 – a 4-storey ground-oriented townhouse building fronting East 6th Street, and Building 3 – a three-plex, 2-storey townhouse building. Buildings 1 and 2 are separated with an internal courtyard which enables access to six stacked townhouses in Building 2, while access to three stacked townhouses in Building 2 is from East 6th Street. Building 1 and 3 are accessed from Keith Road; Building 1 via a central elevator lobby and Building 3 from the street to each of three 2-storey townhouses.

#### UNIT TYPE AND DISPOSITION

The project incorporates a variety of rental unit types; Building 1 contains approximately 31 studio suites with the ground level north-facing suites having access directly from Keith Road. Building 2 and 3 incorporate a variety of studios and 2- and 3-storey townhouses, all with ground level or courtyard level access.

When combined with the 1 and 2 bedroom existing flats in the existing tower, the overall project achieves a more varied mix of unit types.

#### ENGINEERING CONSIDERATIONS

The proposed three infill buildings are constructed above an existing 2-storey concrete parkade. The parkade, built in 1973, is constructed with a flat slab, 12" x 24" columns and perimeter foundation walls. A number of constraints and challenges arise: The floor to floor height is 8'-6" which results in barely 2m clear headroom. As such, there is no practical way to add anything into the parking level ceiling space. Any encumbrances such as structural elements, ductwork, pipes, additional lighting etc. would restrict the headroom to less than 2m which is both unacceptable and non-code compliant.

All new structural loads can only be supported directly above the columns.

Any major intervention or renovation of the existing parking structure would necessitate a building code upgrade which is both impractical and unfeasible.

#### The project addresses the "design constraints" as outlined above as follows:

Construction of a steel framed structural podium below the footprint of each new building. This space allows the structural loads to be transferred to the existing columns and provides an interstitial space for the plumbing and mechanical services. The limited intervention into the existing parking garage includes a new elevator servicing both levels of the parking structure and provision of bicycle storage adjacent to each existing exit stair. Ongoing discussions are in progress between the City of North Vancouver Engineering Department, the Lonsdale Energy Corporation and MCW Mechanical Consultants to develop a strategy for servicing the new infill buildings. LMDG Building Code Consultants are preparing a building code concept report to address 1) the existing tower, 2) the existing parking garage and 3) the new infill buildings. This report will be included with the rezoning / development permit application. Both mechanical and electrical consultant reports are attached to the application.

#### ARCHITECTURAL CHARACTER

The new buildings for the most part provide a new, refreshing streetscape to the Keith Road frontage. These are new "homes on the park". As such, the expression of the massings adopts a "row house" approach utilizing a portal or balcony enclosure to identify each unit, or in the case of Building 1, each unit module. The buildings are crafted in a West Coast but modern character utilizing simple planes, flat roofs, generous overhangs and contemporary glazed railings. A simple palette of materials including panelized walls (HardiePanel) and horizontal siding, both Hardie and metal with woodgrain finish. The glazing is contemporary in its fenestration. All the soffits where visible to the street are clad in natural wood coloured material with associated trim. In combination, the buildings successfully provide a new, refreshing and contemporary streetscape facing Victoria Park.

#### LANDSCAPE AND OPEN SPACE

The existing landscaping above the parking garage including the mature trees along the Keith Road street will have to be replaced in order to construct the new buildings. The proposal however, includes a new landscaped courtyard central to the site and new landscaping and entrance stairs to the existing building.

The north-facing ground level units will have a small, street-oriented garden space fronting Victoria Park while the south-facing ground level units incorporate a landscaped garden facing East 6th Street. The three multi-storey townhouses in the courtyard have a generous south-facing roof terrace.



date description

no.





Suite 205 - 1628 West 1st Avenue, Vancouver B.C. Telephone: (604) 730-8100 | Web: www.bha.ca

project:

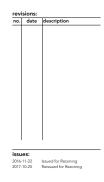
Proposed Residential Infill 151 East Keith North Vancouver BC Starlight

consultant:











iuite 205 - 1628 West 1st Avenue, Vancouver B.C. Telephone: (604) 730-8100 | Web: www.bha.ca

project:

Proposed Residential Infill 151 East Keith North Vancouver BC Starlight

consultant:

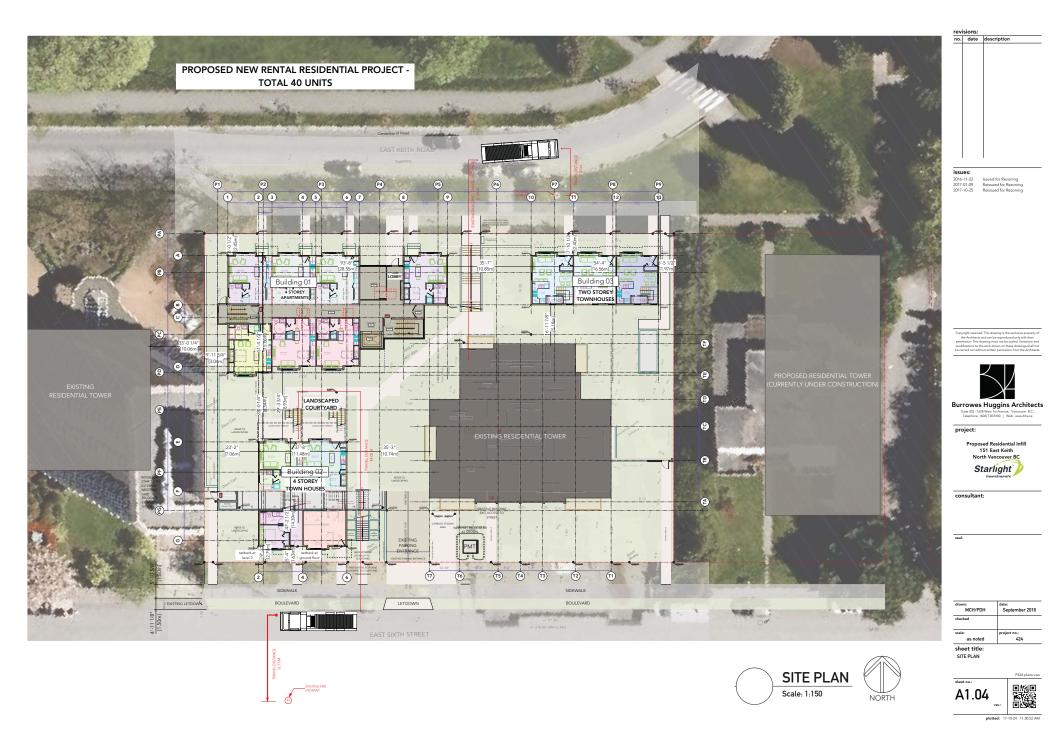
drawn: MCH/PDH	date: June 2016
checked	
scale:	project no.:
as noted	424
sheet title:	



AREA PLAN Scale: 1"=100'-0"



plotted: 10-24 11:30:46 AM







revisions: no. date description



LEVEL P1 PLAN Scale: 3/32" = 1'-0"



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plotted: 17-10-24 11:32:02 AM



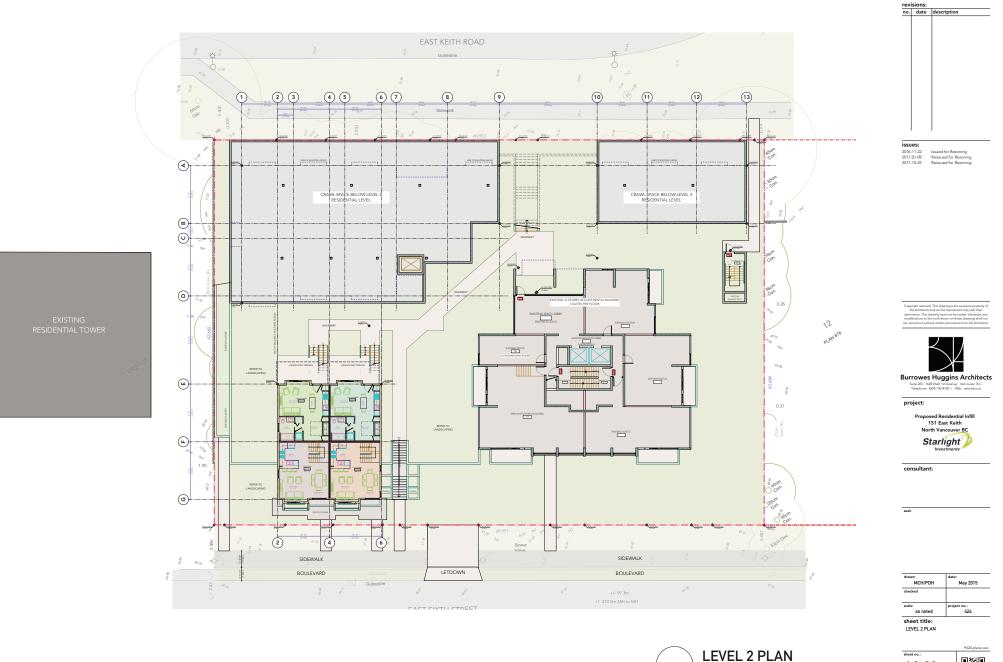
sheet title: GROUND FLOOR PLAN

**GROUND FLOOR PLAN** 

Scale: 3/32" = 1'-0"

revisions: no. date description







Scale: 3/32" = 1'-0"



sheet title: LEVEL 3 PLAN

revisions: no. date description



**SUPERSEDED** 

Scale: 3/32" = 1'-0"

LEVEL 3 PLAN (UPPER GROUND)

EXISTING RESIDENTIAL TOWER



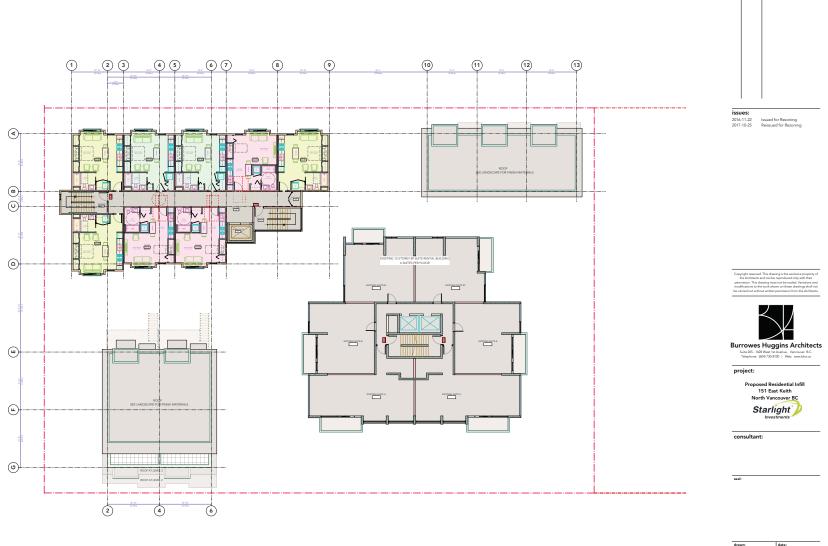
EXISTING RESIDENTIAL TOWE

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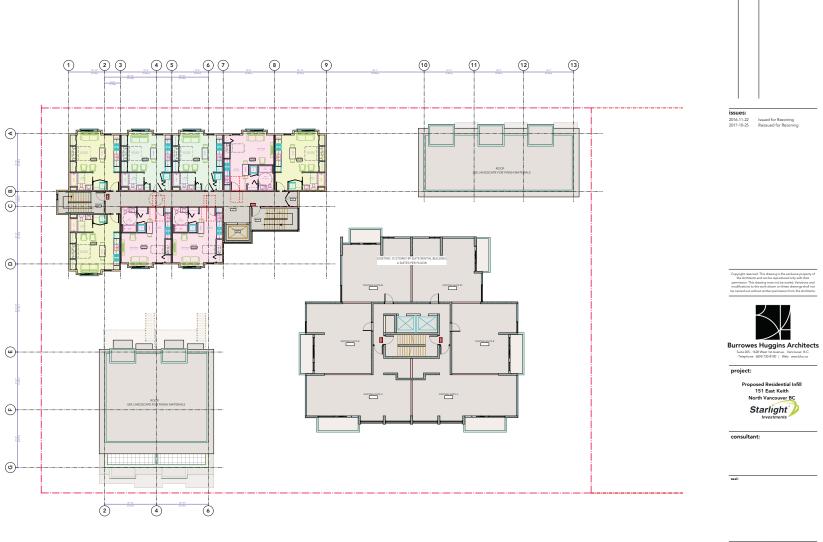




revisions: no. date description











revisions: no. date description









revisions: no. date description





## **SUPERSEDED**

EXISTING RESIDENTIAL TOWER





NOTE: THE SAME "AVERAGE GRADE" OF 231.190', CALCULATED USING THE HIGHEST FINISHED GROUND LEVEL NORTH EAST OF BUILDING 3, AND THE LOWEST FINISHED GROUND LEVEL NORTH EAST OF BUILDING 2, IS APPLIED TO EACH BUILDING AS THEY ALL SHARE THE SAME PARKING STRUCTURE.

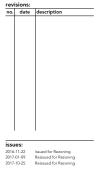
rev plotted: 17-10-24 10:55:29 AM

August 2016

oject no.: 424



NOTE: THE SAME "AVERAGE GRADE" OF 231.190', CALCULATED USING THE HIGHEST FINISHED GROUND LEVEL NORTH EAST OF BUILDING 3, AND THE LOWEST FINISHED GROUND LEVEL AT THE PERIMETER OF BUILDING 2, IS APPLIED TO EACH BUILDING AS THEY ALL SHARE THE SAME PARKING STRUCTURE.



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project:

Proposed Residential Infill 151 East Keith North Vancouver BC Starlight

consultant:

 drawn:
 def:
 October 2017

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 project no.:
 as noted

 scale:
 project no.:
 424

 sheet title:
 Elevations
 Building 3







1



October 2017

MCH/DM

checked

revisions: no. date description

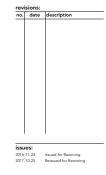


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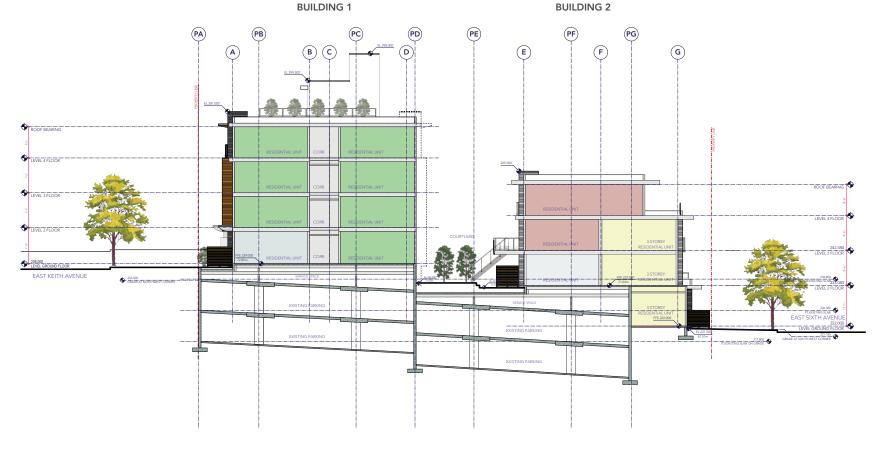
Proposed Residential Infill 151 East Keith North Vancouver BC Starlight

consultant:

seal

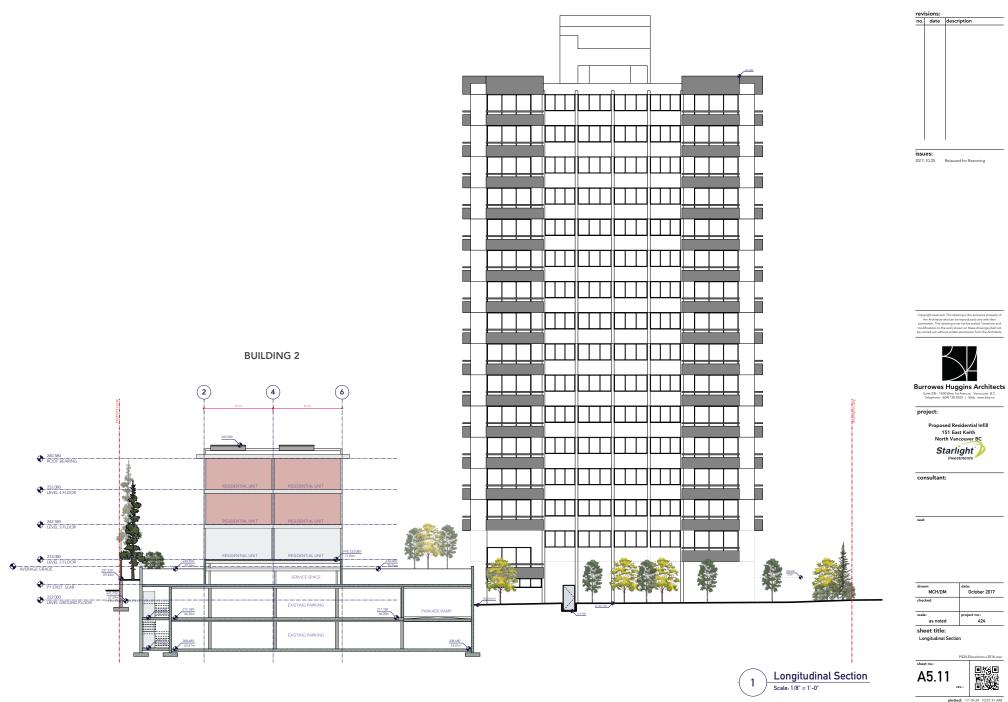
drawn: MCH/DM october 2017 checked roject no.: scale: as noted sheet title: Cross Section

	P424-E	levations v2016.vwx
45.10	rev.:	



Cross Section Scale: 1/8" = 1'-0" 1





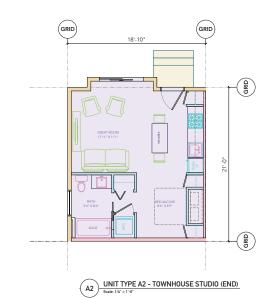
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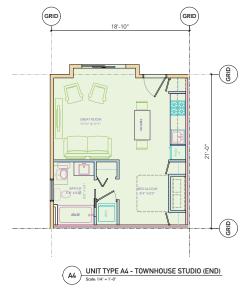
# **RESIDENTIAL TOWNHOUSE UNITS**



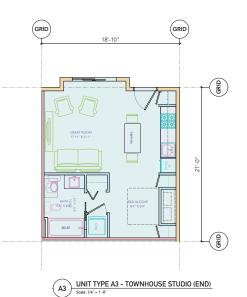
















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Proposed Residential Infil 151 East Keith North Vancouver B Starlight

project:

consultant:

seal:





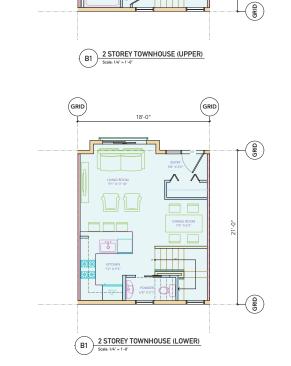


revisions: no. date description

# RESIDENTIAL TOWNHOUSE UNITS

GRID



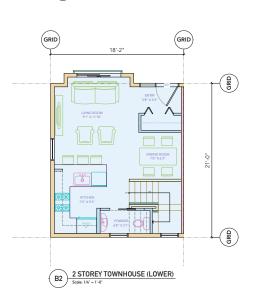


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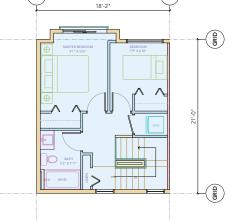
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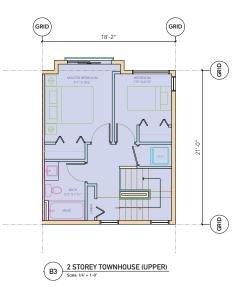
18'-0"

ļ









18'-2"

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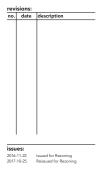
B3 2 STOREY TOWNHOUSE (LOWER)

GRID

GRID

GRID

0



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project: Proposed Residential Infill 151 East Keith North Vancouver BC

151 East Keith North Vancouver BC Starlight Investments

consultant:

seal:	
drawn:	date:
MCH/PDH	April 2015

drawn:	date:
MCH/PDH	April 2015
checked	
scale:	project no.:
as noted	424
sheet title:	

UNIT PLANS



April 2015

ct no.: 424

17-10-24 11:33:09 AM

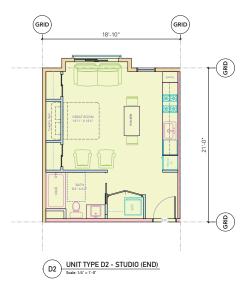
# RESIDENTIAL TOWNHOUSE UNITS



revisions: no. date description











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project:

Proposed Residential Infill 151 East Keith North Vancouver BC Starlight

consultant:

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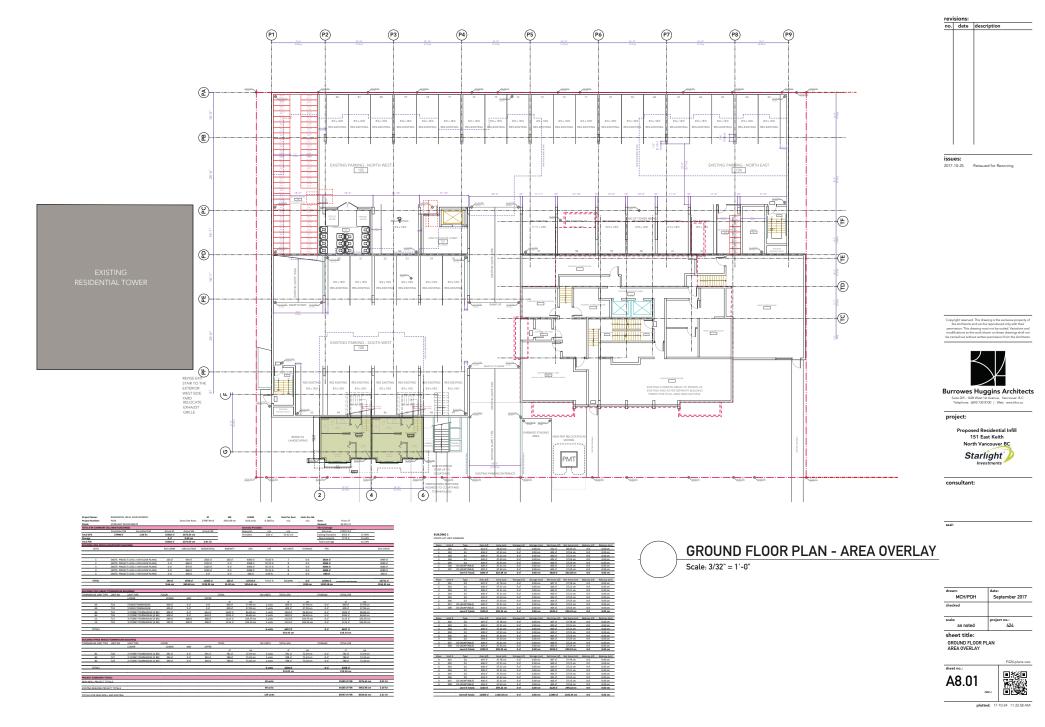
drame: date: MCH/PDH date: August 2016 drakted scale: project no.: as noted 424 sheet title: UNIT PLANS

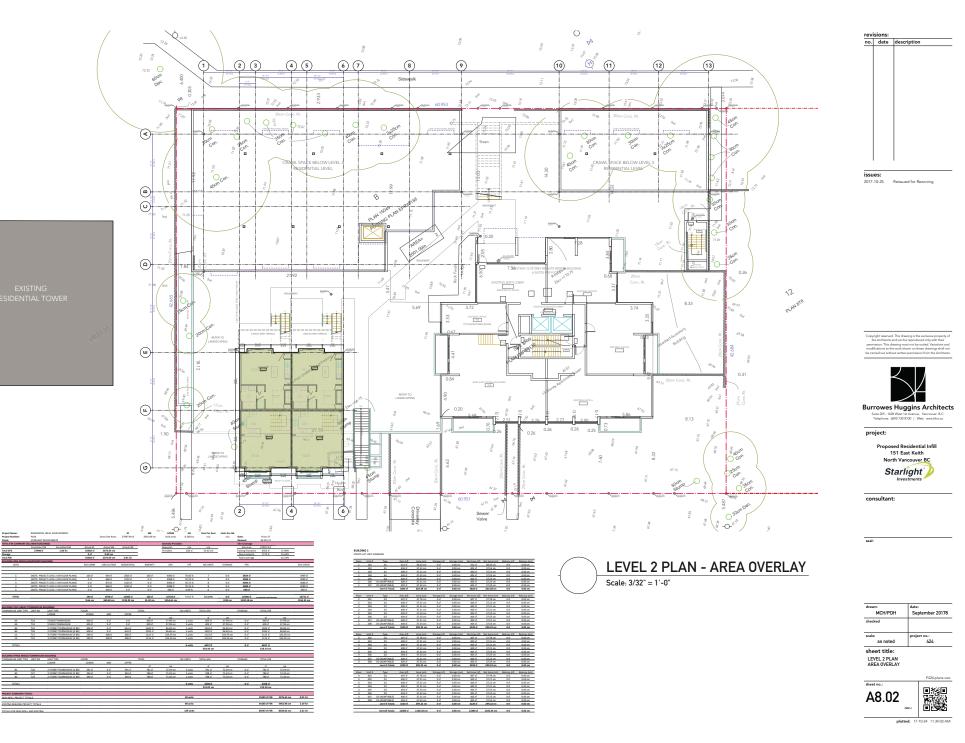


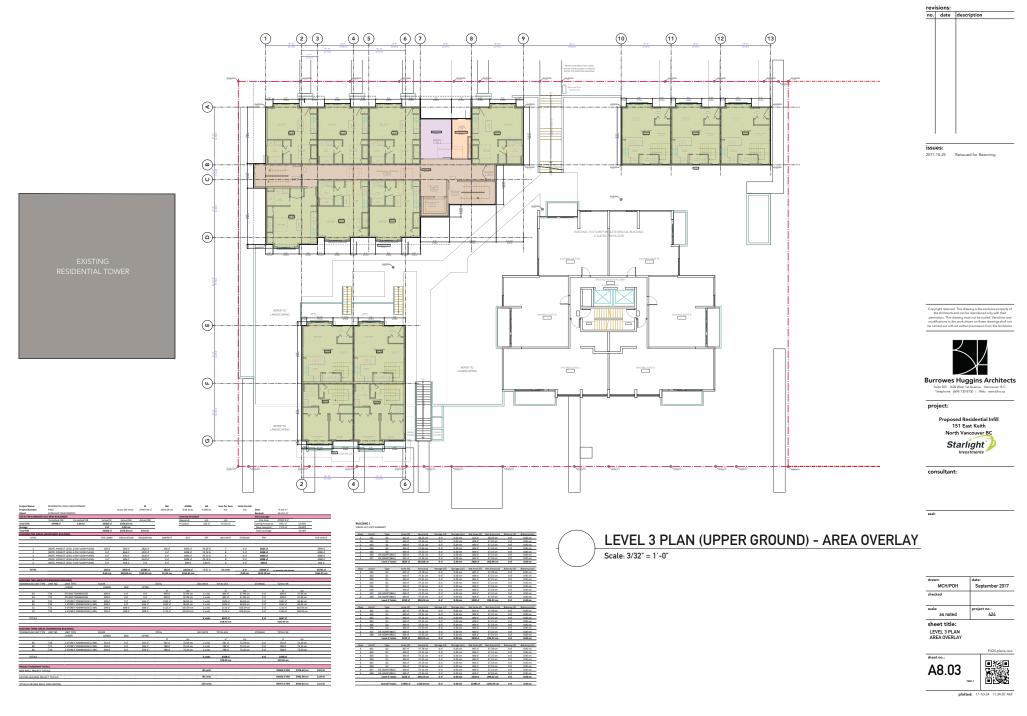
# RESIDENTIAL APARTMENT UNITS

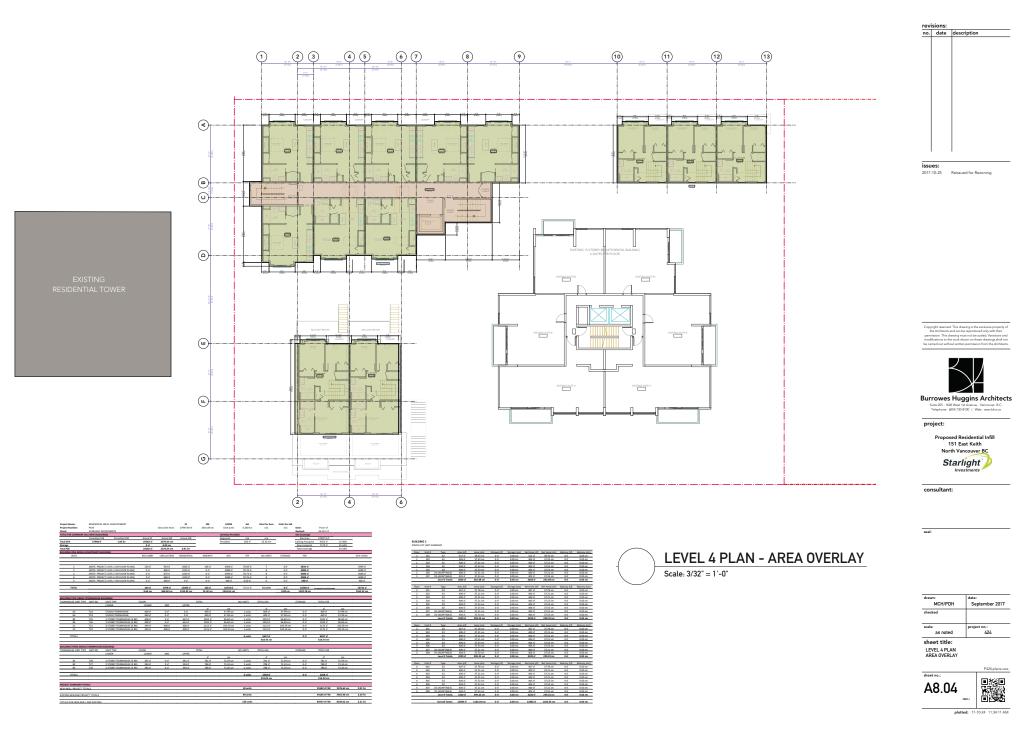
9 Greater than 3' clearance along full length of tub.

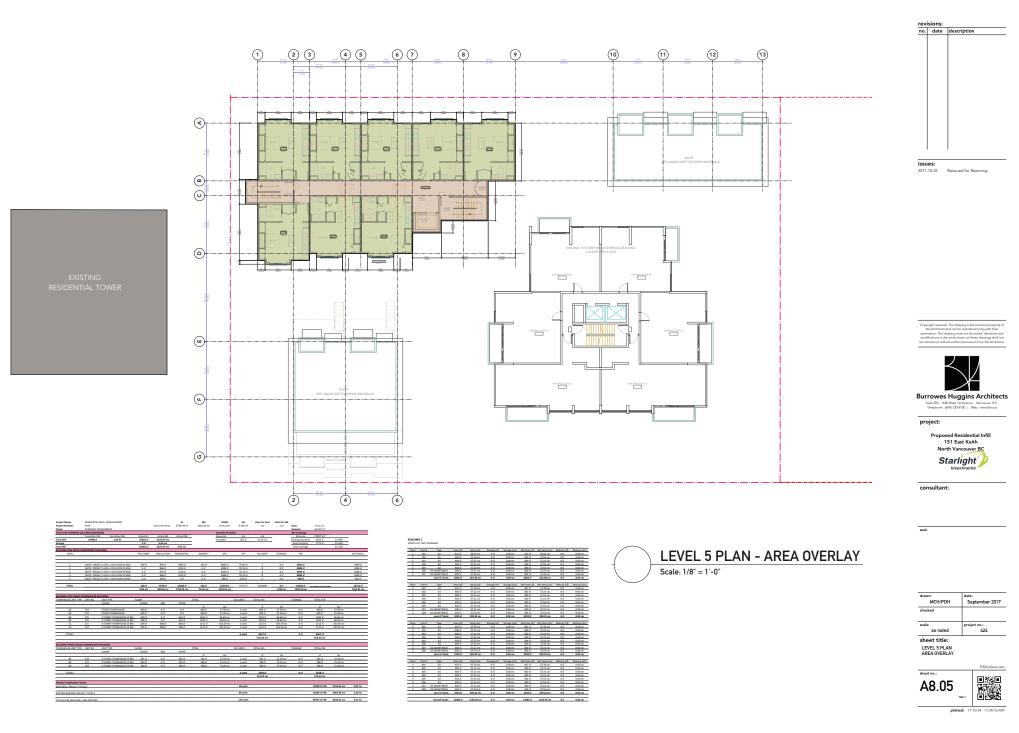
10 Tub control valve placed at outer edge of tub, with tub spout remaining in central position.

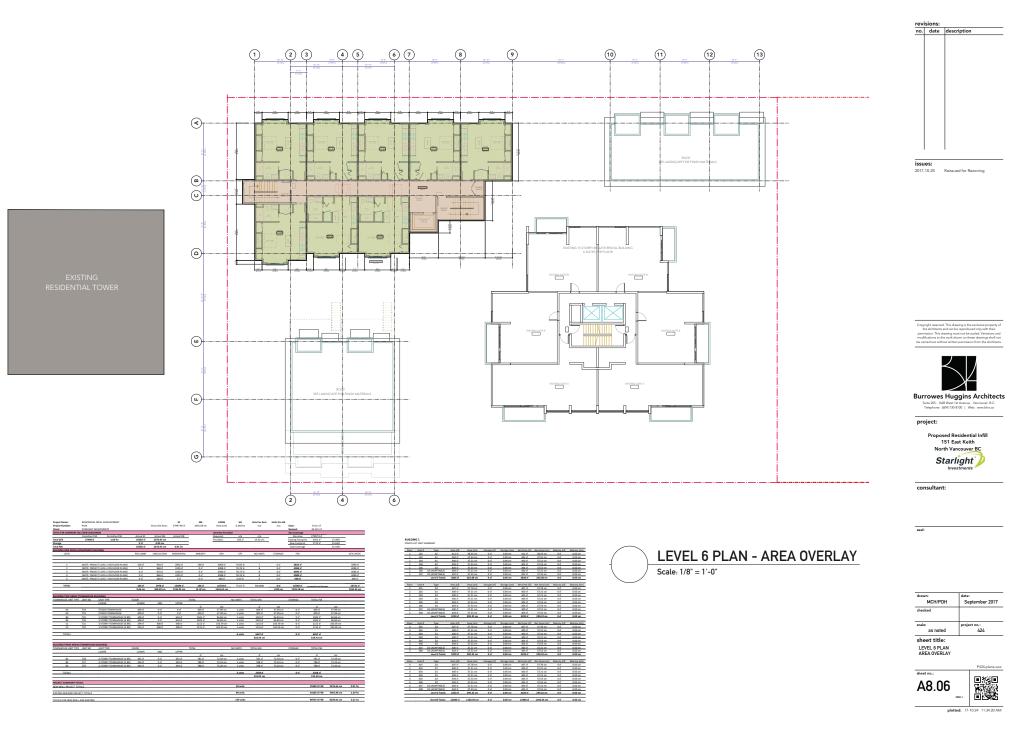


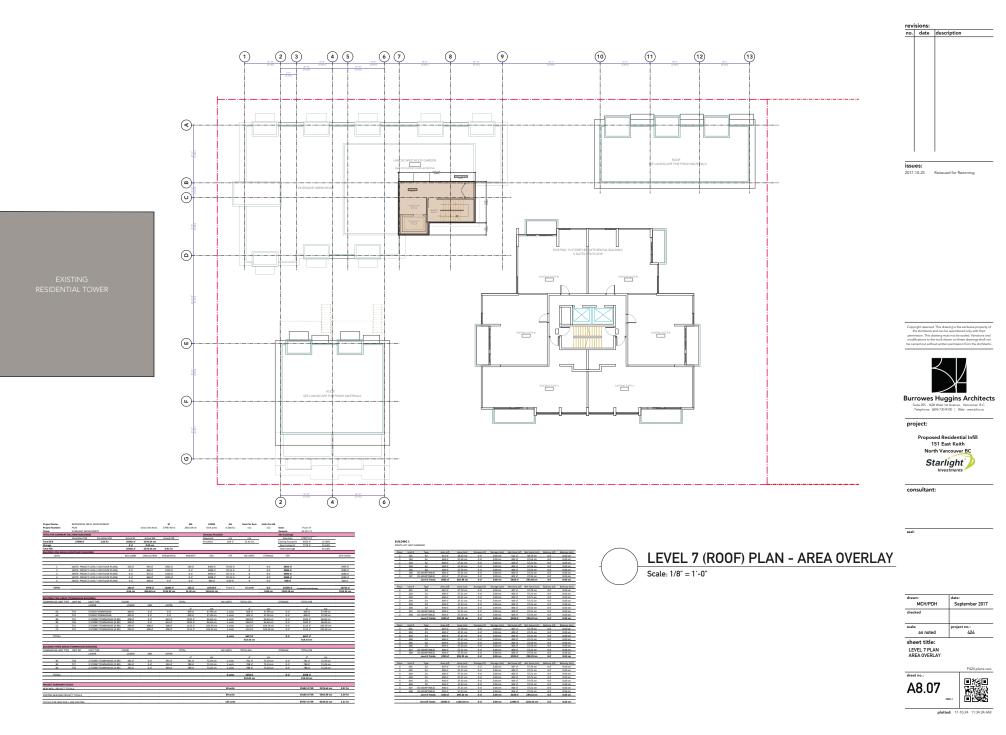


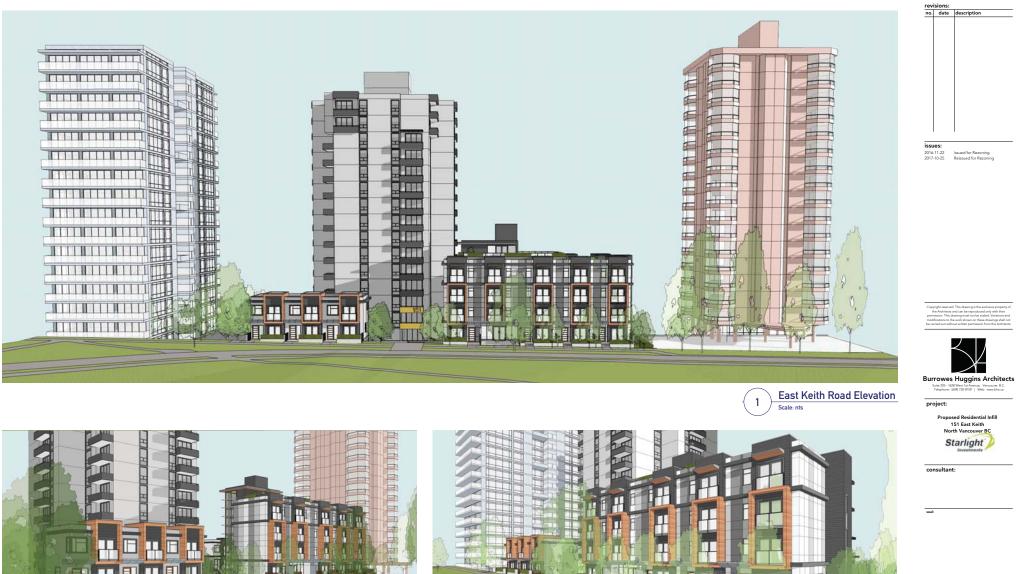












drawn:	date:
MCH/DM	October 2017
checked	
scale:	project no.:
as noted	676
do Hoted	
sheet title:	
00 GL 11	
3D Studies	

sheet no.: A9.01

-10-24 10:47:44 AM

East Keith Road - Looking East

3

Scale: nts



East Keith Road - Looking West

2

Scale: nts







2 East 6th Street - Looking West Scale: nts





October 2017

t no.: 424

P424-3D Stud

consultant:

MCH/DM

as noted sheet title: 3D Studies

scale

sheet no.

A9.02



# SHADOW STUDIES



June 21st - 10am



June 21st - 12pm



June 21st - 2pm



September 21st - 10am



September 21st - 12pm



September 21st - 2pm



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project:



consultant:



December 21st - 10am



December 21st - 12pm



December 21st - 2pm



NORTH

sheet no.: A9.04

#### plotted: 17-10-24 10:48:21 AM



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# 4 RE-ISSUED FOR REZONING 17-10-23 3 RE-ISSUED FOR REZONING 17-10-29 1SSUED FOR REZONING 16-10-29 1 ISSUEP FOR REVEW 16-10-29

# PROPOSED RESIDENTIAL INFILL DEVELOPMENT

#### LANDSCAPE SET: RE-ISSUED FOR REZONING OCTOBER 23, 2017

#### **PROJECT INFORMATION**

#### ARCHITECT:

BURROWES HUGGINS ARCHITECTS CONTACT NAME: MIKE HUGGINS 205 - 1628 WEST 1ST AVENUE VANCOUVER, BRITISH COLUMBIA EMAIL: MIKEH@BHA.CA PH: 604.730.8100

#### LANDSCAPE ARCHITECT:

CONNECT LANDSCAPE ARCHITECTURE INC. CONTACT NAME: DAVID STOYKO 2305 HEMLOCK STREET, VANCOUVER, BRITISH COLUMBIA, V6H 2V1 EMAIL: DAVID@CONNECTLA.CA PH: 604.681.3303

#### LANDSCAPE DRAWING INDEX

DRAWING INDEX		
SHEET No.	SHEET NAME	
L 0.0	COVER SHEET AND DRAWING LIST	
L 1.1	LANDSCAPE CONCEPT PLAN	
L 1.2	LANDSCAPE CONCEPT LIGHTING PLAN	
L 2.1	PLANT MATERIALS / LANDSCAPE MATERIALS	
L 2.2	LANDSCAPE PLANTING PLAN	
L 2.3	TREE PROTECTION AND REMOVAL	

#### **GENERAL NOTES**

ALL LANDSCAPE ARCHITECTURAL DRAWINGS IN THIS PACKAGE SHALL BE READ IN CONJUNCTION WITH ALL OTHER LANDSCAPE ARCHITECTURAL DRAWINGS, DETALS, SPECIFICATIONS, AND OTHER CORRESPONDANCE THAT MAY BE ISSUED DURING THE COURSE OF THE CONTRACT.

IF A DISCREPANCY OCCURS BETWEEN THE DRAWINGS AND THE SPECIFICATIONS OR ANY OTHER DOCUMENT ASSOCIATED WITH THE PROJECT, THE CONFLICT SHALL BE REPORTED IN WRITING TO THE LANDSCAPE ARCHITECT TO OBTAIN CLARIFICATION AND APPROVAL BEFORE PROCEEDING WITH WORKS.

THE CONTRACTOR SHALL VISIT THE SITE TO VERIFY THE TRUE EXISTING CONDITIONS. ANY UNCLEAR ISSUES SHALL BE CLARIFIED WITH THE LANDSCAPE ARCHITECT. NO CLAIM SHALL BE ALLOWED FOR EXTRAS WHICH MAY ARISE THROUGH NEGLECT OF THIS ADVICE.

ALL EXISTING INFORMATION IS BASED ON AVAILABLE RECORDS AND SHALL NOT BE CONSTRUED TO BE COMPLETE OR ACCURATE.

LAYOUT OF HARDSCAPE, SITE FURNITURE, SOIL, PLANTING, AND ALL OTHER MATERIALS IS TO BE STAKED OUT AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

ALL PLANTING SHALL BE IN ACCORDANCE WITH BC LANDSCAPE STANDARD, LATEST EDITION.

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXISTENCE, LOCATION, AND ELEVATION OF ALL UTILITIES AND CONCEALED STRUCTURES, AND IS RESPONSIBLE FOR NOTIFYING THE APPROPRIATE COMPANY, DEPARTMENT OR PERSON(S) OF ITS INTENTION TO CARRY OUT ITS OPERATIONS.

CONNECT LANDSCAPE ARCHITECTURE INC. DOES NOT GUARANTEE THE EXISTENCE, LOCATION, AND ELEVATION OF UTILITIES OR CONCEALED STRUCTURES AT THE PROJECT SITE.

FINAL SELECTION AND APPROVAL OF ALL STREET TREES TO BE DONE BY THE CITY OF NORTH VANCOUVER.

# PROPOSED

Starlight

REVISIONS

#### RESIDENTIAL INFILL 151 EAST KEITH ROAD

North Vancouver, British Columbia

Scale:	N/A
Drawn:	DS
Reviewed:	DS
Project No.	06-516

COVER PAGE DRAWING INDEX







#### PAVING



#### PLANTING CHARACTER

#### EVERGREEN AND SHADE PLANTS







Rubus calycinoides Emerald Carpet

Fragaria chiloensis Beach Strawberry

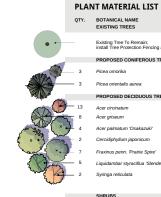
PACIFIC NORTHWEST PLANTS







Cryptogramma crispa Parsley Fern



0 160 Be

 $(\cdot)$ 97

49 17

194 La

45 210

28

47 SI

49 Sy

255

127 Ce

179

171 G

105 Ru

34

29

29 Iris tenax

R 55

PERENNIALS

Dicentra formosa

Echinacea purpurea

Hosta 'Blue Angei

EXISTING TREES			
Existing Tree To Remain; install Tree Protection Fencing around o	dripline perimeter		
PROPOSED CONIFEROUS TREES			
Picea omorika	Serbian Spruce	3m HT. B&B	As shown
Picea orientalis aurea	Golden Oriental Spruce	3m HT. B&B	As shown
PROPOSED DECIDUOUS TREES			
Acer circinatum	Vine Maple	6cm cal., B&B	As shown
Acer griseum	Paperbark Maple	5cm cal., B&B	As shown
Acer palmatum 'Osakazuki'	Japanese Maple	5cm cal., B&B	As shown
Cercidiphyllum japonicum	Katsura Tree	6cm cal., B&B	As shown
Fraxinus penn. 'Prairie Spire'	Prairie Spire Ash	6cm cal., B&B	As shown
Liquidambar styraciflua 'Slender Silhou	ett Slender Silhouette Sweetgum	5cm cal., B&B	As shown
Syringa reticulata	Japanese Tree Lilac	5cm cal., B&B	As shown
SHRUBS			
Berberis thunbergii 'Rose Glow'	Rose Glow Japanese Barberry	No. 2 Pot	600mm o.c.
Cornus stolonifera	Red Twig Dogwoon	No. 3 Pot	900mm o.c.
Forsythia intermedia	Yellow Forsythia	No. 2 pot	600mm o.c.
Lavandula angustifolium 'Hidcote'	Hidcote Blue English Lavender	No. 2 Pot	450mm o.c.
Pieris japonica	Japanese Pieris	No. 3 Pot	900mm o.c.
Polystichum munitum	Western Sword Fern	No. 1 pot	450mm o.c.
Prunus laurocerasus 'Zabelina'	Zabel's Laurel	No. 2 Pot	600mm o.c.
Rhododendron 'Ken Janeck'	Pink Rhododendron	No. 3 Pot	450mm o.c.
Rhododendron 'Unique'	Pink Rhododendron	No. 3 pot	600mm o.c.
Sarcoccocca hookerana 'Humilis'	Himalayan Sweetbox	No. 2 Pot	600mm o.c.
Skimmia japonica	Japanese Skimmia	No. 2 Pot	600mm o.c.
Spiraea x bumalda 'Goldflame'	Goldflame Spirea	No. 2 Pot	600mm o.c.
Symphoricarpos alba	Snowberry	No. 3 pot	600mm o.c.
Taxus x media 'Hillii'	Hicks Yew (male form)	No. 5 Pot	450mm o.c.
GROUNDCOVERS			
Ceanothus griseus horizontalis	Creeping Ceanothus	No. 1 pot	380mm o.c.
Fragaria chiloensis	Beach Strawberry	No. 1 Pot	380mm o.c.
Geranium cantabrigiense	Cranesbill Geranium	4" (10cm) Pot	450mm o.c.
Pachysandra terminalis	Japanese Spurge	4" (10cm) Pot	380mm o.c.
Rubus calycinoides	Emerald Carpet	4" (10cm) Pot	380mm o.c.
Thymus praecox 'Purple Carpet'	Purple Carpet Creeping Thyme	4" (10cm) Pot	300mm o.c.

Western Bleeding Hea

Purple Coneflow

Blue Angel Hosta

Tough-Leaf Iris

COMMON NAME

SIZE SPACING

No. 1 Pot 450mm o.c.

No. 1 Pot 450mm o.c.

No. 1 Pot 600mm o.c. 4" (10cm) Pot 380mm o.c. connect

CONNECT LANDSCAPE ARCHITECTURE INC. DOES NOT GUARANTEE THE EXISTENCE, LOCATION, AND ELEVATION OF UTILITIES AND / OR CONCEALED STRUCTURES AT THE PROJECT SITE

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXISTENCE, LOCATION, AND ELEVATION OF ALL UTILITIES AND / OR CONCEALED STRUCTURES, AND IS RESPONSIBLE FOR NOTIFYING THE APPROPRIATE COMPANY, DEPARTMENT OR PERSON(S) OF ITS INTENTION TO CARRY OUT ITS OPERATIONS.

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4	RE-ISSUED FOR REZONING	17-10-2
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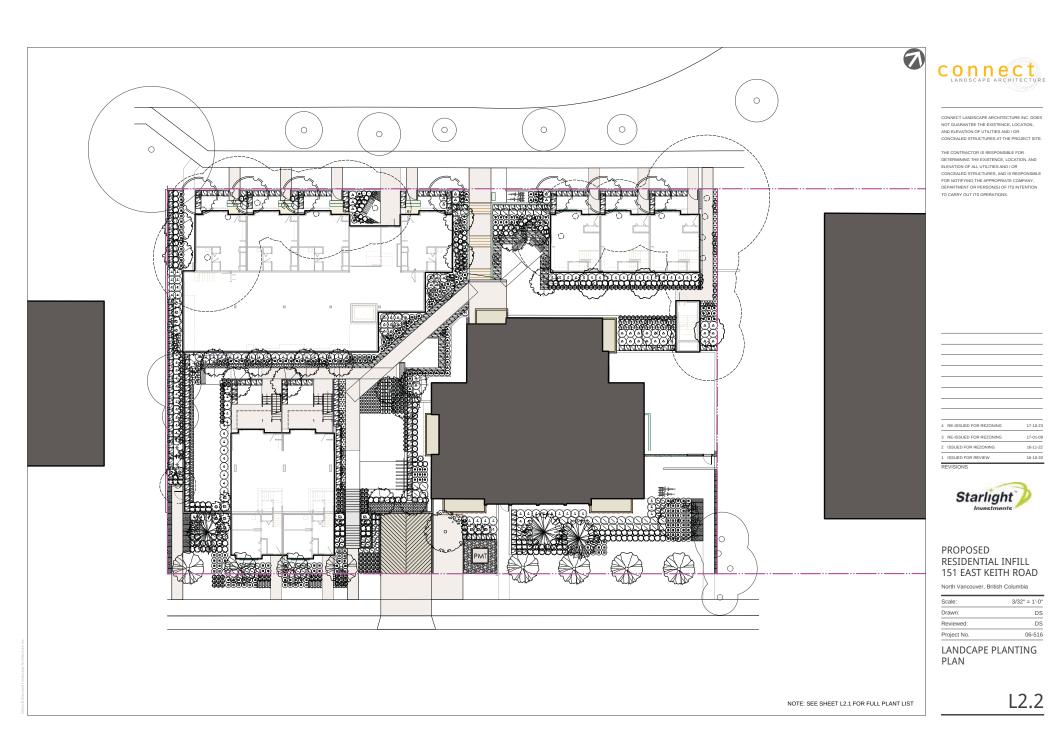
#### PROPOSED **RESIDENTIAL INFILL** 151 EAST KEITH ROAD

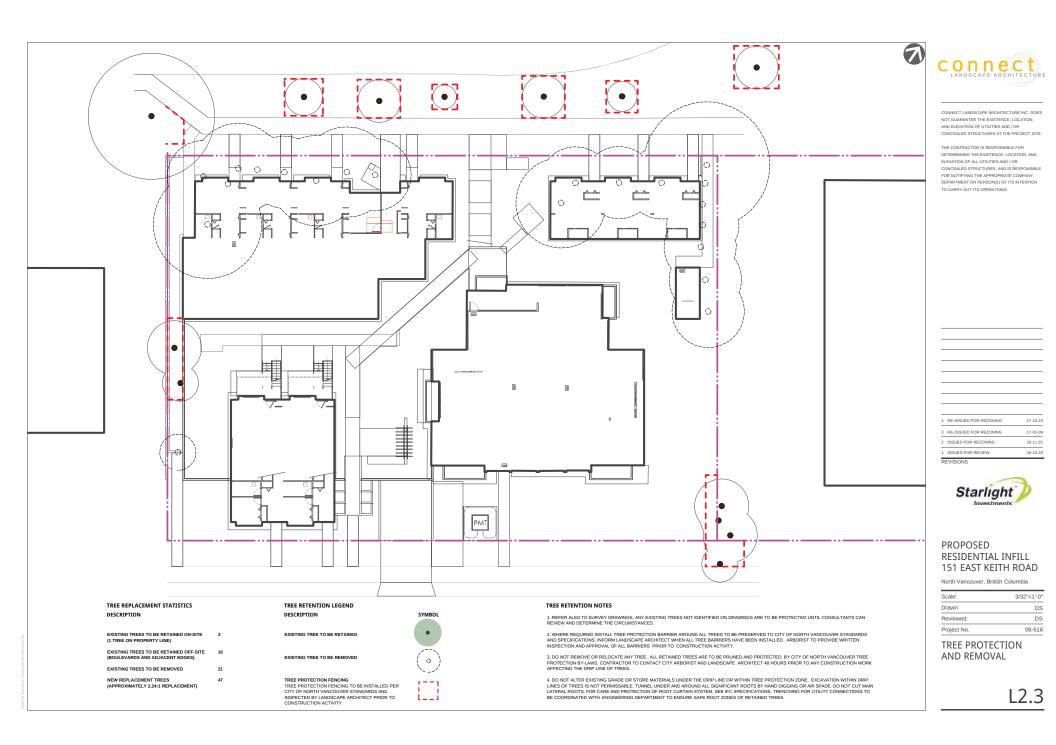
North Vancouver, British Columbia

Scale:	N/A
Drawn:	DS
Reviewed:	DS
Project No.	06-516

PLANT MATERIALS LANDSCAPE MATERIALS

L2.1





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

#### **BYLAW NO. 8618**

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

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

- 1. This Bylaw shall be known and cited for all purposes as "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2018, No. 8618" (Urban Systems / IMH 151 E Keith Apartments Ltd., 151 East Keith Road, CD-702).
- 2. Division VI: Zoning Map of Document "A" of "Zoning Bylaw, 1995, No. 6700" is hereby amended by reclassifying the following lots as henceforth being transferred, added to and forming part of CD-702 (Comprehensive Development 702 Zone):

Lot	Block	D.L.	Plan	
В	114	274	15049	from RH-1

- 3. Part 11 of Division V: Comprehensive Development Regulations of Document "A" of "Zoning Bylaw, 1995, No. 6700" is hereby amended by:
  - A. Adding the following section to Section 1100, thereof, after the designation "CD-701 Comprehensive Development 701 Zone":

"CD-702 Comprehensive Development 702 Zone"

B. Adding the following to Section 1101, thereof, after the "CD-701 Comprehensive Development 701 Zone":

"CD-702 Comprehensive Development 702 Zone"

In the CD-702 Zone, permitted Uses, regulations for permitted Uses, regulations for the size, shape and siting of Buildings and Structures and required Off-Street Parking shall be as in the RH-1 Zone, except that:

- (1) The permitted Principal Use on the Lot shall be limited to:
  - (a) Rental Apartment Residential Use:
    - Accessory Home Occupation Use subject to section 507(5), (6) and (7) of this bylaw;
    - ii. Accessory Off-Street Parking Use;
    - iii. Accessory Home Office Use;
- (2) <u>Four Three</u> Principal Buildings shall be permitted on one Lot;
- (3) Gross Floor Area

(a) shall not exceed 2.3 times the Lot Area;

(b) Notwithstanding 3(a) above, tThe maximum Gross Floor Area may be further increased upon entering into a Housing Agreement with the City as follows from a base density of 2.3 FSR to a maximum of 3.317 FSR as follows:

BASE DENSITY				
OCP Schedule 'A'		2.30 FSR		
ADDITIONAL DENSITY CATEGORY	DESCRIPTION	ADDITIONAL DENSITY (BONUS)	POLICY REFERENCE	
100% Rental Housing	Secured rental apartment building (all units)	0. <del>91-<u>88</u> FSR</del>	OCP Section 2.2	
TOTAL		3. <del>21</del> _ <u>17</u> _FSR		

Such that the total effective on-site Gross Floor Area is not to exceed 3.21-17 FSR;

- (4) The north west building shall be sited as follows:
  - (a) 3.04 metres (10.09.8 feet) from the west property line;
    - Notwithstanding 4(a), the secondary stairway may extend closer to the west property line, but the setback shall not be less than 1.65 metres (5.41 feet);
  - (b) 2.45 metres (8.0 feet) from the north property line;
- (5) The south west building shall be sited as follows:
  - (a) 7.06 metres (23.17 feet)3.07 metres (109.18 feet) from the west property line;
  - (b) 1.63 metres (5.33 2 feet) from the south property line;
- (6) The north east building shall be sited as follows: The fifteen (15) storey tower shall be sited as follows:
  - (a) 2.4014.43 metres (7.83475.339 feet) from the north property line;
  - (b) 1.978.13 metres (6.5026.672 feet) from the east property line;
  - (c) <u>67.825</u> metres (<del>25.67</del>19.7 feet) from the south property line;
  - (d) 29-26 metres (965.01 feet) from the west property line;
- (7) <u>The minimum separation distance between the north west and the south west building shall be no less than 8-23-metres (276.02 feet).</u>
- (8) Figure 9-2 shall be varied to permit a parking stall width of no less than 2.43 metres (8.0 feet);

- (98) Section 906(3)(a)(i)(a) to permit a parking stall width to be no less than 2.43 metres (8.0 feet);
- (10) All exterior finished, design and landscaping to be approved by the Advisory Design Panel.

READ a first time on the 12<sup>th</sup> day of March, 2018.

READ a second time on the 12<sup>th</sup> day of March, 2018.

SECOND READING RESCINDED on the <> day of <>, 2019.

READ a second time, as amended, on the <> day of <>, 2019.

READ a third time on the <> day of <>, 2018.

ADOPTED on the <> day of <>, 2018.

MAYOR

CITY CLERK

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

#### **BYLAW NO. 8622**

#### A Bylaw to enter into a Housing Agreement (151 East Keith Road)

**WHEREAS** Section 483 of the *Local Government Act* R.S.B.C. 2015 c.1 permits a local government to enter into a housing agreement for rental housing;

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

- 1. This Bylaw shall be known and cited for all purposes as "Housing Agreement Bylaw, 2018, No. 8622" (Urban Systems / IMH 151 E Keith Apartments Ltd., 151 East Keith Road, CD-702, Rental Housing Commitments).
- The Council hereby authorizes the agreement substantially in the form attached to this bylaw between The Corporation of the City of North Vancouver and IMH 151 E Keith Apartments LTD with respect to the lands referenced as 151 East Keith Road, "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2018, No. 8618" (Urban Systems / IMH 151 E Keith Apartments LTD, 151 East Keith Road, CD-702).
- 3. The Mayor and City Clerk are authorized to execute any documents required to give effect to the Housing Agreement.

READ a first time on the 12<sup>th</sup> day of March, 2018.

READ a second time on the 12<sup>th</sup> day of March, 2018.

SECOND READING RESCINDED on the <> day of <>, 2019.

READ a second time, as amended, on the <> day of <>, 2019.

READ a third time on the <> day of <>, 2018.

ADOPTED on the <> day of <>, 2018.

MAYOR

CITY CLERK

#### **TERMS OF INSTRUMENT – PART 2**

#### HOUSING AGREEMENT & SECTION 219 COVENANT - RENTAL BUILDING

#### WHEREAS:

- A. The Owner is the registered owner of the Lands;
- B. Section 219 of the *Land Title Act* (British Columbia) permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land, that land is or is not to be built on except in accordance with the covenant and that land is not to be subdivided except in accordance with the covenant;
- C. Section 483 of the *Local Government Act* (British Columbia) permits a local government to, by bylaw, enter into a housing agreement that may include terms and conditions regarding the occupancy of the housing units identified in the agreement, including respecting the form of tenure of the housing units, the availability of the housing units to classes of persons, the administration and management of the housing units and the rents and lease, sale or share prices that may be charged;
- D. The City has enacted a bylaw authorizing this Agreement; and
- E. The Owner and the City wish to enter into this Agreement pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act*.

**NOW THEREFORE** in consideration of the sum of \$10.00 now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges), the Owner and the City covenant each with the other as follows:

#### 1. INTERPRETATION

#### 1.1 Definitions

In this Agreement:

- (a) **"Affordable Rent"** means an amount equal to of the "Private Apartment Average Rents" for the corresponding bedroom type in the City of North Vancouver as published by Canada Mortgage and Housing Corporation on its Housing Market Information Portal, using the most recently available Canada Mortgage and Housing Corporation information at the time the applicable Tenancy Agreement is entered into.
- (b) **"Agreement"** means, together, Part 1 and these Terms, including schedules attached hereto.
- (c) **"Building"** means <u>three-two</u> separate buildings to be constructed on the Lands following the registration of this Agreement on the LTO (the "**New Buildings**"), to be comprised of:
  - i) a four storey building at the north west corner of the Lot, containing 31 studio units;

- ii) a four storey townhouse building at the south <u>east-west</u> corner of the Lot, containing <u>23</u> studio units, <u>2 two bedroom units</u> and <u>26</u> three bedroom units; <u>and</u>
- iii) a two storey townhouse at the north east corner of the Lot, containing 3 three-bedroom units; and
- $i\underline{ii} \neq$ ) 2 levels of below-ground parking.
- (d) **"City"** means the Corporation of the City of North Vancouver.
- (e) **"Claims and Expenses"** means all actions, causes of action, suits, judgments, proceedings, demands and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damage, loss, injury or death.
- (f) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function.
- (g) **"Daily Amount"** means \$50.00 per day as of January 1, 2018 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2018, to January 1 of the year that a notice of default referred to Section 6.1(b) is delivered to the Owner by the City.
- (h) "Household" means the individuals who occupy a Mid-Market Rental Unit.
- (i) "Household Income" means the aggregate of income from all sources of all the occupants of an Affordable Housing Unit, based on the tax returns filed by such occupants with Canada Customs and Revenue Agency for the most recent taxation year.
- (j) "Lands" means those lands and premises legally described in Item 2 of Part 1.
- (k) **"LTO"** means the Vancouver/New Westminster Land Title Office.
- (I) **"Mid-Market Income Level"** means an amount equal to the Affordable Rent for a Mid-Market Rental Unit with respect to the proposed tenancy agreement, multiplied by 12 and divided by 0.3 (i.e. 30%).
- (m) **"Market Rental Units**" means all residential dwelling units in the New Buildings other that than the Mid-Market Rental Units.
- (n) **"Mid-Market Rental Units"** means those residential dwellings designated by the owner as Mid-Market Rental Units pursuant to this Agreement.
- (o) "**Owner**" means the person described in Item 5 of Part 1.
- (p) **"Part 1"** means the General Instrument Part 1 (*Land Title Act* Form C) to which these Terms of Instrument are attached as Part 2.

- (q) **"Rental Purposes"** means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in the *Residential Tenancy Act* (British Columbia).
- (r) **"Rental Units"** means all residential dwellings in the Buildings.
- (s) "Rent Charge" has the meaning set out in Section 6.1.
- (t) **"Section 219 Covenant"** means a covenant pursuant to Section 219 of the *Land Title Act.*
- (u) **"Tenancy Agreement"** means an agreement, whether written or oral, express or implied, between the Owner and a tenant respecting possession or occupancy of a Mid-Market Rental Unit.

#### 1.2 Interpretation

In this Agreement:

- (a) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;
- (b) the division of this Agreement into articles and sections and the insertion of headings are for convenience only and will not affect the construction or the interpretation of this Agreement;
- (c) references to any article, section or schedule will, unless the context otherwise requires, mean that article, section or schedule of this Agreement;
- (d) every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows;
- (e) the words "include" and "including" are to be construed as meaning "include without limitation" and "including without limitation";
- (f) all payments to be made will be deemed to be payments in lawful currency of Canada;
- (g) reference to "business day" means all days other than Saturday, Sunday and statutory holidays in the Province of British Columbia;
- (h) reference to "party" and "parties" means the one or more parties to this Agreement, as the context demands;
- (i) reference to a whole, for example, the "Lands", includes reference to a portion thereof; and
- (j) unless expressly stated otherwise, the term "enactment" has the same meaning as under the *Interpretation Act* (British Columbia) and reference to a specific

enactment shall be to that enactment, as amended or replaced from time to time, unless otherwise expressly provided.

#### 1.3 Acknowledgements

The Owner acknowledges that:

- (a) nothing in this Agreement will relieve the Owner from any obligation or requirement arising under any enactment, including City bylaws, in respect of the use, subdivision and development of the Lands; and
- (b) nothing contained or implied in this Agreement will prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* (British Columbia), the *Community Charter* (British Columbia) or other enactment, including City bylaws.

# 2. SECTION 219 OF THE LAND TITLE ACT

# 2.1 Section 219 Covenant

The Owner hereby covenants and agrees with the City, as a covenant in favour of the City pursuant to Section 219 of the *Land Title Act* (British Columbia), it being the intention and agreement of the Owner that the provisions in this Agreement be annexed to, and run with and be a charge upon the Lands, that notwithstanding the enactment of the Rezoning Bylaw, the Lands will be subdivided, used, built and used only in strict compliance with the terms and conditions of this Agreement.

# 2.2 Section 219 Indemnity

As an indemnity pursuant to section 219(6) of the *Land Title Act* (British Columbia), the Owner shall indemnify the City against all Claims and Expenses arising out or, in any way related to or that would not or could not be sustained but for, this Agreement, including, but not limited to, the exercise by the City of any rights granted in this Agreement, or any restrictions imposed pursuant to this Agreement, except if resulting from a negligent action or omission by the City.

# 2.3 Registration of the indemnity in the LTO

At the City's direction, the indemnity contained herein will be filed for registration in the LTO under a separate registration number from the Section 219 Covenant contained in this Agreement.

# 2.4 Release

The Owner hereby releases the City from all Claims and Expenses arising out of or in any way related to this Agreement, including, but not limited to, the exercise by the City of any rights granted in this Agreement, or any restrictions imposed pursuant to this Agreement, except if resulting from a negligent action or omission by the City.

# 2.5 Survival of release and indemnity

The indemnity and release in this Section 2 will survive any discharge, expiration, termination or cancellation of this Agreement.

#### 3. RENTAL UNITS

#### 3.1 Rental Units

The Rental Units shall only be used for Rental Purposes.

#### 3.2 No Subdivision

The Lands shall not be subdivided pursuant to the *Land Title Act* (British Columbia), the *Strata Property Act* (British Columbia) or otherwise without the prior written consent of the City, except that this Section 3.2 shall not prevent the Owner from proceeding to subdivide the Lands to create one or more air space parcels (but not strata lots), provided that each Building is entirely contained within a single air space parcel.

#### 3.3 No Separate Sale or Transfer

In the event that the Lands are subdivided (pursuant to the *Land Title Act* (British Columbia), the *Strata Property Act* (British Columbia) or otherwise), in accordance with section 3.2, with the written consent of the City or in contravention of Section 3.2, the resulting parcels (including strata lots) shall not, without the prior written consent of the City, be sold or otherwise transferred separately.

#### 4. MID-MARKET RENTAL UNITS

#### 4.1 Mid-Market Rental Unit Designation

Four of the Rental Units within the New Buildings shall be used, occupied and rented in accordance with the requirements of this Section 4 and shall constitute the Mid-Market Rental Units. Before using or occupying the New Buildings, and before issuance of an occupancy permit for the New Buildings, the Owner shall designate, in writing, to the City which the Rental Units in the New Buildings are the Mid-Market Rental Units.

#### 4.2 Mid-Market Rental Unit Mix

The Mid-Market Rental Units shall meet the following 'unit mix' requirements, and the Owner's designation under section 4.1 shall comply with such requirements:

(a) 4 studio units;

# 4.3 Rent Restrictions & Tenure Requirements

- (a) Mid-Market Rental Units shall only be rented to and occupied by a Household having a Household Income less than or equal to the Mid-Market Income Level.
- (b) Before entering into a Tenancy Agreement for a Mid-Market Rental Unit, the Owner shall:
  - (i) obtain from the prospective tenant, in writing, the names of all members of the Household that will occupy the Mid-Market Rental Unit;

- (ii) obtain, from the prospective tenant, the tax returns filed with Canada Customs and Revenue Agency for the most recent taxation year for each individual identified under Section 4.3(a)(i) who was required to file a tax return for that taxation year; and
- (iii) take such other steps as may be reasonably necessary, in the opinion of the Owner, to confirm that the Mid-Market Rental Unit shall be occupied by a Household having a Household Income less than or equal to the Mid-Market Income Level.
- (c) If a Tenancy Agreement is entered into in respect of a Mid-Market Rental Unit, the Owner shall retain copies of all documents obtained pursuant to Section 4.3(b) and will make and retain records of any information obtained pursuant to Section 4.3(b) in respect of such tenancy for a period of no less than one year following the expiration or earlier termination of such Tenancy Agreement, subject to any applicable restrictions under the *Personal Information Protection Act* (British Columbia) or other applicable privacy legislation, and the Owner shall, within 14 days following a request from the City from time to time, provide copies of such documents and records to the City, subject to any applicable restrictions under the *Personal Information Protection Act* (British Columbia) or other applicable privacy legislation.
- (d) The Owner shall not enter into a Tenancy Agreement for a Mid-Market Rental Unit unless the requirements of Sections 4.3(b) and 4.3(c) have been satisfied in relation to such Tenancy Agreement. If those requirements have been satisfied, the Owner will have no liability to the City in the event that any information provided by the tenant to the Owner under Section 4.3(b) in relation to the Tenancy Agreements proves to be false or if the Household Income of the occupants of the Mid-Market Rental Unit increases during the term of the Tenancy Agreement.
- (e) The monthly rent payable for a Mid-Market Rental Unit shall not exceed the Affordable Rent, except that the Owner may increase the rent under a Tenancy Agreement in accordance with the provisions of the *Residential Tenancy Act* (British Columbia).
- (f) The Owner shall not require a tenant of a Mid-Market Rental Unit to pay any extra charges or fees for use of any common property, limited common property, or other common area, for property taxes or for sanitary sewer, storm sewer, water utilities and similar services, except in respect of the following:
  - (i) any utilities not included in the Tenancy Agreement, including without limitation, television/cable, internet and telephone;
  - (ii) any utilities for which individual meters are provided by the Owner, from time to time;
  - (iii) parking;
  - (iv) use of bicycle storage lockers or other facilities;
  - (v) use of storage lockers; and

- (vi) booking for exclusive use of any common amenity spaces as may be made available for such booking by the Owner from time to time.
- (g) Mid-Market Rental Units shall be occupied only pursuant to a written Tenancy Agreement;
- (h) The initial term of every Tenancy Agreement for a Mid-Market Rental Unit shall be for 1 year.
- (i) Every Tenancy Agreement for a Mid-Market Rental Unit will identify all members of the Household and will stipulate that anyone not identified in such Tenancy Agreement will be prohibited from residing at the Mid-Market Rental Unit for more than 30 consecutive days or more than 45 days total in any calendar year.
- (j) Every Tenancy Agreement for a Mid-Market Rental Unit shall provide that the tenant shall not sublease the Mid-Market Rental Unit or assign the Tenancy Agreement, without the consent of the Owner.
- (k) The Owner shall not consent to a sublease of a Mid-Market Rental Unit or to an assignment of a Tenancy Agreement in respect of a Mid-Market Rental Unit, except if the requirements of Sections 4.3(b) and (c) are first satisfied in relation to the proposed subtenant or assignee.
- (I) The Owner shall deliver a copy of every Tenancy Agreement in respect of a Mid-Market Rental Unit to the City within 14 days following a request from the City from time to time.
- (m) The restrictions under Sections 4.3(a), (b) and (c) shall not apply to a Tenancy Agreement in respect of a Mid-Market Rental Unit entered into within 6 months following the date of issuance of an occupancy permit for the New Buildings if the tenant under the Tenant Agreement was a tenant of the Existing Building on the date of registration of this Agreement.
- (n) The requirements of this Section 4.3 shall cease to apply from and after the 10th anniversary of the date this Agreement is registered in the LTO.
- (o) The Owner shall, within 14 days following a written request from the City, but no more than once each calendar year, provide the City with a statutory declaration in a form determined by the City, sworn by the Owner, or by an officer or director of the Owner if the Owner is a corporation, before a commissioner for taking of affidavits for British Columbia under the Evidence Act (British Columbia) setting out the current monthly rent amounts for each Tenancy Agreement in respect of a Mid-Market Rental Unit as of the date of the statutory declaration.

#### 4.4 Partnership with Hollyburn Family Services

Notwithstanding Section 4.3, the Owner may enter into a partnership (by way of a signed, written agreement) to secure the four Mid-Market Units with Hollyburn Family Services, or similar organization approved in writing by the City, for the purposes of providing affordable housing to vulnerable seniors through the SAFER subsidy, which purposes shall be expressly stated in the agreement and if, and for so long as a Mid-Market Rental Units is subject to such

an agreement, the restrictions under section 4.3 shall not apply to such Mud-Market Rental Unit. The Owner shall provide to the City a copy of every such lease, and every amendment thereto, promptly following the execution thereof.

#### 5. DEFAULT AND REMEDIES

#### 5.1 Default and remedies

- (a) If the Owner fails to comply with any of its obligations under this Agreement, the City may notify the Owner in writing (at the address shown on title to the Lands in the LTO at the relevant time) that the Owner is in default, describe the default, and instruct the Owner to correct the default within 15 days of receiving the notice, or such longer period as the City may consider necessary to correct the default given the nature of the default (the "Cure Period").
- (b) Upon receipt of a notice from the City under Section 5.1(a), the Owner will diligently proceed to correct the default within the Cure Period.
- (c) The Owner agrees that the public interest in ensuring that all of the matters described in this Agreement are complied with strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the City, in the event of an actual or threatened breach of this Agreement.
- (d) No reference to or exercise of any specific right or remedy by the City, shall prejudice or preclude the City from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the City may from time to time exercise any one or more of such remedies independently or in combination.

# 5.2 City may perform Owner's obligations

Without limiting Section 5.1, if, following notice from the City under Section 5.1(a), the Owner fails to correct the default within the Cure Period, the City may (but is not obligated to), upon giving to the Owner five days' prior written notice describing the default, or immediately in the case of an emergency, perform such obligations, for and on behalf of and at the sole cost of the Owner.

#### 5.3 Owner will reimburse City for its costs

Upon receipt of written demand for same, the Owner will pay to the City all costs incurred by the City under Section 5.2, including a 30% administrative fee.

# 6. RENT CHARGE

#### 6.1 Rent Charge

(a) The Lands are subject to a daily rent charge (the "**Rent Charge**"), payable by the Owner on the first of each calendar month (the "**due date**"), in the amount equal to the Daily Amount, which Rent Charge is deemed to accrue day to day, from

and after the Rent Charge Default Date until the Default Correction Date (each as defined in subsection (b) below).

- (b) The Rent Charge shall abate against the Lands, and no amounts will accrue or be payable by the Owner thereunder, until such time (the "Rent Charge Default Date") as the Owner does not comply with section 4.3(e) in relation to a Mid-Market Rental Unit and the Owner does not, within Cure Period, correct that default by reducing the rent under the Tenancy Agreement to the Affordable Rent plus any increase permitted under the *Residential Tenancy Act* (British Columbia). For clarity, the Rent Charge shall to accrue on a day to day basis for every day that a default continues after Cure Period until the Owner has corrected that default by reducing the rent under the Tenancy Agreement to the Affordable Rent plus any increase permitted under the *Residential Tenancy Act* (British Columbia) (the "Default Correction Date").
- (c) Any arrears of Rent Charge shall bear interest from the due date until payment at the rate of eleven per cent (11%) per annum and shall be a charge upon the Lands in the same manner as the Rent Charge hereby charged on the Lands.
- (d) The Rent Charge ranks prior to all other financial charges and encumbrances registered at any time against the Lands.
- (e) The Rent Charge is granted both under section 219(6)(b) of the Land Title Act (British Columbia) as an integral part of the Section 219 Covenant contained in this Agreement, and as a fee simple rent charge at common law.
- (f) The City may enforce and collect the Rent Charge by any combination or all of:
  - (i) an action against the Owner for the Rent Charge;
  - (ii) distraint against the Lands to the extent of the Rent Charge;
  - (iii) an action for appointment of receiver in respect of the Lands; or
  - (iv) an order for sale of the Lands

#### 7. GENERAL

#### 7.1 Building manager

If the Owner retains a building manager in respect of the Building, the Owner shall instruct and ensure that the building manager complies with the terms of this Agreement.

#### 7.2 Severance

If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement.

#### 7.3 Runs with the Lands

The Section 219 Covenant (including the Rent Charge) herein will run with, and bind the successors in title to, the Lands and each and every part into which the Lands may be divided or subdivided, whether by subdivision plan, strata plan or otherwise.

#### 7.4 Notice of Housing Agreement

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*. The Owner acknowledges that the City is required to file a notice of housing agreement in the LTO against title to the Land; and once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land as a housing agreement under section 483 of the *Local Government Act*.

#### 7.5 Limitation on Owner's Obligations

In accordance with section 219(8) of the *Land Title Act* (British Columbia), a person is not liable for a breach of this Agreement occurring after that person has ceased to be an owner of the Lands.

#### 7.6 Further Assurances

The parties will execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

#### 7.7 Waiver

Waiver by the City of a default by the Owner will be in writing and will not be deemed to be a waiver of any subsequent or other default.

#### 7.8 Enurement

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

#### 7.9 Priority

The Owner will take all steps necessary to ensure that this Agreement is registered in the LTO in priority to all charges and encumbrances which may impair the covenants granted in this Agreement and, in any event, in priority to all financial charges.

#### 7.10 Counterparts and Electronic Delivery

This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party an originally executed copy of this Agreement forthwith upon request by the other party.

**IN WITNESS OF THIS AGREEMENT** the City and the Owner have executed this Agreement by signing the "Form C - General Instrument - Part 1" or "Form D – Executions Continued" attached hereto:

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

MAYOR Linda C. Buchanan

CITY CLERK Karla D. Graham

# IMH 151 E KEITH APARTMENTS LTD

Authorized Signatory

Printed Name

Authorized Signatory

Printed Name

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

#### **BYLAW NO. 8618**

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

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

- 1. This Bylaw shall be known and cited for all purposes as "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2018, No. 8618" (Urban Systems / IMH 151 E Keith Apartments Ltd., 151 East Keith Road, CD-702).
- 2. Division VI: Zoning Map of Document "A" of "Zoning Bylaw, 1995, No. 6700" is hereby amended by reclassifying the following lots as henceforth being transferred, added to and forming part of CD-702 (Comprehensive Development 702 Zone):

Lot	Block	D.L.	Plan	
В	114	274	15049	from RH-1

- 3. Part 11 of Division V: Comprehensive Development Regulations of Document "A" of "Zoning Bylaw, 1995, No. 6700" is hereby amended by:
  - A. Adding the following section to Section 1100, thereof, after the designation "CD-701 Comprehensive Development 701 Zone":

"CD-702 Comprehensive Development 702 Zone"

B. Adding the following to Section 1101, thereof, after the "CD-701 Comprehensive Development 701 Zone":

"CD-702 Comprehensive Development 702 Zone"

In the CD-702 Zone, permitted Uses, regulations for permitted Uses, regulations for the size, shape and siting of Buildings and Structures and required Off-Street Parking shall be as in the RH-1 Zone, except that:

- (1) The permitted Principal Use on the Lot shall be limited to:
  - (a) Rental Apartment Residential Use:
    - Accessory Home Occupation Use subject to section 507(5), (6) and
       (7) of this bylaw;
    - ii. Accessory Off-Street Parking Use;
    - iii. Accessory Home Office Use;
- (2) Three Principal Buildings shall be permitted on one Lot;
- (3) Gross Floor Area

The maximum Gross Floor Area may be increased upon entering into a Housing Agreement with the City from a base density of 2.3 FSR to a maximum of 3.17 FSR as follows:

BASE DENSITY					
OCP Schedule 'A'		2.30 FSR			
ADDITIONAL (BONUS) DENSITY					
ADDITIONAL DENSITY CATEGORY	DESCRIPTION	ADDITIONAL DENSITY (BONUS)	POLICY REFERENCE		
100% Rental Housing	Secured rental apartment building (all units)	0.88 FSR	OCP Section 2.2		
TOTAL		3.17 FSR			

Such that the total effective on-site Gross Floor Area is not to exceed 3.17 FSR;

- (4) The north west building shall be sited as follows:
  - (a) 3. metres (9.8 feet) from the west property line;
    - Notwithstanding 4(a), the secondary stairway may extend closer to the west property line, but the setback shall not be less than 1.65 metres (5.41 feet);
  - (b) 2.4 metres (8.0 feet) from the north property line;
- (5) The south west building shall be sited as follows:
  - (a) 3.0 metres (9.8 feet) from the west property line;
  - (b) 1.6 metres (5.2 feet) from the south property line;
- (6) The fifteen (15) storey tower shall be sited as follows:
  - (a) 14 metres (45.9 feet) from the north property line;
  - (b) 8 metres (26.2 feet) from the east property line;
  - (c) 65 metres (19.7 feet) from the south property line;
  - (d) 29 metres (95.1 feet) from the west property line;
- (7) The minimum separation distance between the north west and the south west building shall be no less than 8metres (26.2 feet).
- (8) Figure 9-2 shall be varied to permit a parking stall width of no less than 2.4metres (8.0 feet);
- (9) Section 906(3)(a)(i)(a) to permit a parking stall width to be no less than 2.4 metres (8.0 feet);

(10) All exterior finished, design and landscaping to be approved by the Advisory Design Panel.

READ a first time on the 12<sup>th</sup> day of March, 2018.

READ a second time on the 12<sup>th</sup> day of March, 2018.

SECOND READING RESCINDED on the <> day of <>, 2019.

READ a second time, as amended, on the <> day of <>, 2019.

READ a third time on the <> day of <>, 2018.

ADOPTED on the <> day of <>, 2018.

MAYOR

CITY CLERK

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

#### **BYLAW NO. 8622**

#### A Bylaw to enter into a Housing Agreement (151 East Keith Road)

**WHEREAS** Section 483 of the *Local Government Act* R.S.B.C. 2015 c.1 permits a local government to enter into a housing agreement for rental housing;

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

- 1. This Bylaw shall be known and cited for all purposes as "Housing Agreement Bylaw, 2018, No. 8622" (Urban Systems / IMH 151 E Keith Apartments Ltd., 151 East Keith Road, CD-702, Rental Housing Commitments).
- The Council hereby authorizes the agreement substantially in the form attached to this bylaw between The Corporation of the City of North Vancouver and IMH 151 E Keith Apartments LTD with respect to the lands referenced as 151 East Keith Road, "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2018, No. 8618" (Urban Systems / IMH 151 E Keith Apartments LTD, 151 East Keith Road, CD-702).
- 3. The Mayor and City Clerk are authorized to execute any documents required to give effect to the Housing Agreement.

READ a first time on the 12<sup>th</sup> day of March, 2018.

READ a second time on the 12<sup>th</sup> day of March, 2018.

SECOND READING RESCINDED on the <> day of <>, 2019.

READ a second time, as amended, on the <> day of <>, 2019.

READ a third time on the <> day of <>, 2018.

ADOPTED on the <> day of <>, 2018.

MAYOR

CITY CLERK

#### **TERMS OF INSTRUMENT – PART 2**

#### HOUSING AGREEMENT & SECTION 219 COVENANT - RENTAL BUILDING

#### WHEREAS:

- A. The Owner is the registered owner of the Lands;
- B. Section 219 of the *Land Title Act* (British Columbia) permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land, that land is or is not to be built on except in accordance with the covenant and that land is not to be subdivided except in accordance with the covenant;
- C. Section 483 of the *Local Government Act* (British Columbia) permits a local government to, by bylaw, enter into a housing agreement that may include terms and conditions regarding the occupancy of the housing units identified in the agreement, including respecting the form of tenure of the housing units, the availability of the housing units to classes of persons, the administration and management of the housing units and the rents and lease, sale or share prices that may be charged;
- D. The City has enacted a bylaw authorizing this Agreement; and
- E. The Owner and the City wish to enter into this Agreement pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act*.

**NOW THEREFORE** in consideration of the sum of \$10.00 now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges), the Owner and the City covenant each with the other as follows:

#### 1. INTERPRETATION

#### 1.1 Definitions

In this Agreement:

- (a) "Affordable Rent" means an amount equal to of the "Private Apartment Average Rents" for the corresponding bedroom type in the City of North Vancouver as published by Canada Mortgage and Housing Corporation on its Housing Market Information Portal, using the most recently available Canada Mortgage and Housing Corporation information at the time the applicable Tenancy Agreement is entered into.
- (b) **"Agreement"** means, together, Part 1 and these Terms, including schedules attached hereto.
- (c) **"Building"** means two separate buildings to be constructed on the Lands following the registration of this Agreement on the LTO (the **"New Buildings**"), to be comprised of:
  - i) a four storey building at the north west corner of the Lot, containing 31 studio units;

- ii) a four storey townhouse building at the south west corner of the Lot, containing 3 studio units and 6 three bedroom units; and
- iii) 2 levels of below-ground parking.
- (d) "**City**" means the Corporation of the City of North Vancouver.
- (e) **"Claims and Expenses"** means all actions, causes of action, suits, judgments, proceedings, demands and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damage, loss, injury or death.
- (f) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function.
- (g) **"Daily Amount"** means \$50.00 per day as of January 1, 2018 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2018, to January 1 of the year that a notice of default referred to Section 6.1(b) is delivered to the Owner by the City.
- (h) "Household" means the individuals who occupy a Mid-Market Rental Unit.
- (i) **"Household Income"** means the aggregate of income from all sources of all the occupants of an Affordable Housing Unit, based on the tax returns filed by such occupants with Canada Customs and Revenue Agency for the most recent taxation year.
- (j) "Lands" means those lands and premises legally described in Item 2 of Part 1.
- (k) **"LTO"** means the Vancouver/New Westminster Land Title Office.
- (I) **"Mid-Market Income Level"** means an amount equal to the Affordable Rent for a Mid-Market Rental Unit with respect to the proposed tenancy agreement, multiplied by 12 and divided by 0.3 (i.e. 30%).
- (m) **"Market Rental Units**" means all residential dwelling units in the New Buildings other that than the Mid-Market Rental Units.
- (n) **"Mid-Market Rental Units"** means those residential dwellings designated by the owner as Mid-Market Rental Units pursuant to this Agreement.
- (o) "**Owner**" means the person described in Item 5 of Part 1.
- (p) **"Part 1"** means the General Instrument Part 1 (*Land Title Act* Form C) to which these Terms of Instrument are attached as Part 2.
- (q) **"Rental Purposes"** means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in the *Residential Tenancy Act* (British Columbia).
- (r) **"Rental Units"** means all residential dwellings in the Buildings.

- (s) "Rent Charge" has the meaning set out in Section 6.1.
- (t) **"Section 219 Covenant"** means a covenant pursuant to Section 219 of the *Land Title Act.*
- (u) **"Tenancy Agreement"** means an agreement, whether written or oral, express or implied, between the Owner and a tenant respecting possession or occupancy of a Mid-Market Rental Unit.

#### 1.2 Interpretation

In this Agreement:

- (a) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;
- (b) the division of this Agreement into articles and sections and the insertion of headings are for convenience only and will not affect the construction or the interpretation of this Agreement;
- (c) references to any article, section or schedule will, unless the context otherwise requires, mean that article, section or schedule of this Agreement;
- (d) every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows;
- (e) the words "include" and "including" are to be construed as meaning "include without limitation" and "including without limitation";
- (f) all payments to be made will be deemed to be payments in lawful currency of Canada;
- (g) reference to "business day" means all days other than Saturday, Sunday and statutory holidays in the Province of British Columbia;
- (h) reference to "party" and "parties" means the one or more parties to this Agreement, as the context demands;
- (i) reference to a whole, for example, the "Lands", includes reference to a portion thereof; and
- (j) unless expressly stated otherwise, the term "enactment" has the same meaning as under the *Interpretation Act* (British Columbia) and reference to a specific enactment shall be to that enactment, as amended or replaced from time to time, unless otherwise expressly provided.

#### 1.3 Acknowledgements

The Owner acknowledges that:

- (a) nothing in this Agreement will relieve the Owner from any obligation or requirement arising under any enactment, including City bylaws, in respect of the use, subdivision and development of the Lands; and
- (b) nothing contained or implied in this Agreement will prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* (British Columbia), the *Community Charter* (British Columbia) or other enactment, including City bylaws.

#### 2. SECTION 219 OF THE LAND TITLE ACT

#### 2.1 Section 219 Covenant

The Owner hereby covenants and agrees with the City, as a covenant in favour of the City pursuant to Section 219 of the *Land Title Act* (British Columbia), it being the intention and agreement of the Owner that the provisions in this Agreement be annexed to, and run with and be a charge upon the Lands, that notwithstanding the enactment of the Rezoning Bylaw, the Lands will be subdivided, used, built and used only in strict compliance with the terms and conditions of this Agreement.

#### 2.2 Section 219 Indemnity

As an indemnity pursuant to section 219(6) of the *Land Title Act* (British Columbia), the Owner shall indemnify the City against all Claims and Expenses arising out or, in any way related to or that would not or could not be sustained but for, this Agreement, including, but not limited to, the exercise by the City of any rights granted in this Agreement, or any restrictions imposed pursuant to this Agreement, except if resulting from a negligent action or omission by the City.

#### 2.3 Registration of the indemnity in the LTO

At the City's direction, the indemnity contained herein will be filed for registration in the LTO under a separate registration number from the Section 219 Covenant contained in this Agreement.

#### 2.4 Release

The Owner hereby releases the City from all Claims and Expenses arising out of or in any way related to this Agreement, including, but not limited to, the exercise by the City of any rights granted in this Agreement, or any restrictions imposed pursuant to this Agreement, except if resulting from a negligent action or omission by the City.

#### 2.5 Survival of release and indemnity

The indemnity and release in this Section 2 will survive any discharge, expiration, termination or cancellation of this Agreement.

#### 3. RENTAL UNITS

#### 3.1 Rental Units

The Rental Units shall only be used for Rental Purposes.

# 3.2 No Subdivision

The Lands shall not be subdivided pursuant to the *Land Title Act* (British Columbia), the *Strata Property Act* (British Columbia) or otherwise without the prior written consent of the City, except that this Section 3.2 shall not prevent the Owner from proceeding to subdivide the Lands to create one or more air space parcels (but not strata lots), provided that each Building is entirely contained within a single air space parcel.

#### 3.3 No Separate Sale or Transfer

In the event that the Lands are subdivided (pursuant to the *Land Title Act* (British Columbia), the *Strata Property Act* (British Columbia) or otherwise), in accordance with section 3.2, with the written consent of the City or in contravention of Section 3.2, the resulting parcels (including strata lots) shall not, without the prior written consent of the City, be sold or otherwise transferred separately.

#### 4. MID-MARKET RENTAL UNITS

#### 4.1 Mid-Market Rental Unit Designation

Four of the Rental Units within the New Buildings shall be used, occupied and rented in accordance with the requirements of this Section 4 and shall constitute the Mid-Market Rental Units. Before using or occupying the New Buildings, and before issuance of an occupancy permit for the New Buildings, the Owner shall designate, in writing, to the City which the Rental Units in the New Buildings are the Mid-Market Rental Units.

#### 4.2 Mid-Market Rental Unit Mix

The Mid-Market Rental Units shall meet the following 'unit mix' requirements, and the Owner's designation under section 4.1 shall comply with such requirements:

(a) 4 studio units;

# 4.3 Rent Restrictions & Tenure Requirements

- (a) Mid-Market Rental Units shall only be rented to and occupied by a Household having a Household Income less than or equal to the Mid-Market Income Level.
- (b) Before entering into a Tenancy Agreement for a Mid-Market Rental Unit, the Owner shall:
  - (i) obtain from the prospective tenant, in writing, the names of all members of the Household that will occupy the Mid-Market Rental Unit;
  - (ii) obtain, from the prospective tenant, the tax returns filed with Canada Customs and Revenue Agency for the most recent taxation year for each individual identified under Section 4.3(a)(i) who was required to file a tax return for that taxation year; and
  - (iii) take such other steps as may be reasonably necessary, in the opinion of the Owner, to confirm that the Mid-Market Rental Unit shall be occupied by

a Household having a Household Income less than or equal to the Mid-Market Income Level.

- (c) If a Tenancy Agreement is entered into in respect of a Mid-Market Rental Unit, the Owner shall retain copies of all documents obtained pursuant to Section 4.3(b) and will make and retain records of any information obtained pursuant to Section 4.3(b) in respect of such tenancy for a period of no less than one year following the expiration or earlier termination of such Tenancy Agreement, subject to any applicable restrictions under the *Personal Information Protection Act* (British Columbia) or other applicable privacy legislation, and the Owner shall, within 14 days following a request from the City from time to time, provide copies of such documents and records to the City, subject to any applicable restrictions under the *Personal Information Protection Act* (British Columbia) or other applicable privacy legislation.
- (d) The Owner shall not enter into a Tenancy Agreement for a Mid-Market Rental Unit unless the requirements of Sections 4.3(b) and 4.3(c) have been satisfied in relation to such Tenancy Agreement. If those requirements have been satisfied, the Owner will have no liability to the City in the event that any information provided by the tenant to the Owner under Section 4.3(b) in relation to the Tenancy Agreements proves to be false or if the Household Income of the occupants of the Mid-Market Rental Unit increases during the term of the Tenancy Agreement.
- (e) The monthly rent payable for a Mid-Market Rental Unit shall not exceed the Affordable Rent, except that the Owner may increase the rent under a Tenancy Agreement in accordance with the provisions of the *Residential Tenancy Act* (British Columbia).
- (f) The Owner shall not require a tenant of a Mid-Market Rental Unit to pay any extra charges or fees for use of any common property, limited common property, or other common area, for property taxes or for sanitary sewer, storm sewer, water utilities and similar services, except in respect of the following:
  - (i) any utilities not included in the Tenancy Agreement, including without limitation, television/cable, internet and telephone;
  - (ii) any utilities for which individual meters are provided by the Owner, from time to time;
  - (iii) parking;
  - (iv) use of bicycle storage lockers or other facilities;
  - (v) use of storage lockers; and
  - (vi) booking for exclusive use of any common amenity spaces as may be made available for such booking by the Owner from time to time.
- (g) Mid-Market Rental Units shall be occupied only pursuant to a written Tenancy Agreement;

- (h) The initial term of every Tenancy Agreement for a Mid-Market Rental Unit shall be for 1 year.
- (i) Every Tenancy Agreement for a Mid-Market Rental Unit will identify all members of the Household and will stipulate that anyone not identified in such Tenancy Agreement will be prohibited from residing at the Mid-Market Rental Unit for more than 30 consecutive days or more than 45 days total in any calendar year.
- (j) Every Tenancy Agreement for a Mid-Market Rental Unit shall provide that the tenant shall not sublease the Mid-Market Rental Unit or assign the Tenancy Agreement, without the consent of the Owner.
- (k) The Owner shall not consent to a sublease of a Mid-Market Rental Unit or to an assignment of a Tenancy Agreement in respect of a Mid-Market Rental Unit, except if the requirements of Sections 4.3(b) and (c) are first satisfied in relation to the proposed subtenant or assignee.
- (I) The Owner shall deliver a copy of every Tenancy Agreement in respect of a Mid-Market Rental Unit to the City within 14 days following a request from the City from time to time.
- (m) The restrictions under Sections 4.3(a), (b) and (c) shall not apply to a Tenancy Agreement in respect of a Mid-Market Rental Unit entered into within 6 months following the date of issuance of an occupancy permit for the New Buildings if the tenant under the Tenant Agreement was a tenant of the Existing Building on the date of registration of this Agreement.
- (n) The requirements of this Section 4.3 shall cease to apply from and after the 10th anniversary of the date this Agreement is registered in the LTO.
- (o) The Owner shall, within 14 days following a written request from the City, but no more than once each calendar year, provide the City with a statutory declaration in a form determined by the City, sworn by the Owner, or by an officer or director of the Owner if the Owner is a corporation, before a commissioner for taking of affidavits for British Columbia under the Evidence Act (British Columbia) setting out the current monthly rent amounts for each Tenancy Agreement in respect of a Mid-Market Rental Unit as of the date of the statutory declaration.

# 4.4 Partnership with Hollyburn Family Services

Notwithstanding Section 4.3, the Owner may enter into a partnership (by way of a signed, written agreement) to secure the four Mid-Market Units with Hollyburn Family Services, or similar organization approved in writing by the City, for the purposes of providing affordable housing to vulnerable seniors through the SAFER subsidy, which purposes shall be expressly stated in the agreement and if, and for so long as a Mid-Market Rental Units is subject to such an agreement, the restrictions under section 4.3 shall not apply to such Mud-Market Rental Unit. The Owner shall provide to the City a copy of every such lease, and every amendment thereto, promptly following the execution thereof.

# 5. DEFAULT AND REMEDIES

# 5.1 Default and remedies

- (a) If the Owner fails to comply with any of its obligations under this Agreement, the City may notify the Owner in writing (at the address shown on title to the Lands in the LTO at the relevant time) that the Owner is in default, describe the default, and instruct the Owner to correct the default within 15 days of receiving the notice, or such longer period as the City may consider necessary to correct the default given the nature of the default (the "**Cure Period**").
- (b) Upon receipt of a notice from the City under Section 5.1(a), the Owner will diligently proceed to correct the default within the Cure Period.
- (c) The Owner agrees that the public interest in ensuring that all of the matters described in this Agreement are complied with strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the City, in the event of an actual or threatened breach of this Agreement.
- (d) No reference to or exercise of any specific right or remedy by the City, shall prejudice or preclude the City from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the City may from time to time exercise any one or more of such remedies independently or in combination.

#### 5.2 City may perform Owner's obligations

Without limiting Section 5.1, if, following notice from the City under Section 5.1(a), the Owner fails to correct the default within the Cure Period, the City may (but is not obligated to), upon giving to the Owner five days' prior written notice describing the default, or immediately in the case of an emergency, perform such obligations, for and on behalf of and at the sole cost of the Owner.

#### 5.3 Owner will reimburse City for its costs

Upon receipt of written demand for same, the Owner will pay to the City all costs incurred by the City under Section 5.2, including a 30% administrative fee.

# 6. RENT CHARGE

#### 6.1 Rent Charge

- (a) The Lands are subject to a daily rent charge (the "**Rent Charge**"), payable by the Owner on the first of each calendar month (the "**due date**"), in the amount equal to the Daily Amount, which Rent Charge is deemed to accrue day to day, from and after the Rent Charge Default Date until the Default Correction Date (each as defined in subsection (b) below).
- (b) The Rent Charge shall abate against the Lands, and no amounts will accrue or be payable by the Owner thereunder, until such time (the "**Rent Charge Default Date**") as the Owner does not comply with section 4.3(e) in relation to a Mid-Market Rental Unit and the Owner does not, within Cure Period, correct that default by reducing the rent under the Tenancy Agreement to the Affordable Rent

plus any increase permitted under the *Residential Tenancy Act* (British Columbia). For clarity, the Rent Charge shall to accrue on a day to day basis for every day that a default continues after Cure Period until the Owner has corrected that default by reducing the rent under the Tenancy Agreement to the Affordable Rent plus any increase permitted under the *Residential Tenancy Act* (British Columbia) (the "Default Correction Date").

- (c) Any arrears of Rent Charge shall bear interest from the due date until payment at the rate of eleven per cent (11%) per annum and shall be a charge upon the Lands in the same manner as the Rent Charge hereby charged on the Lands.
- (d) The Rent Charge ranks prior to all other financial charges and encumbrances registered at any time against the Lands.
- (e) The Rent Charge is granted both under section 219(6)(b) of the Land Title Act (British Columbia) as an integral part of the Section 219 Covenant contained in this Agreement, and as a fee simple rent charge at common law.
- (f) The City may enforce and collect the Rent Charge by any combination or all of:
  - (i) an action against the Owner for the Rent Charge;
  - (ii) distraint against the Lands to the extent of the Rent Charge;
  - (iii) an action for appointment of receiver in respect of the Lands; or
  - (iv) an order for sale of the Lands

#### 7. GENERAL

#### 7.1 Building manager

If the Owner retains a building manager in respect of the Building, the Owner shall instruct and ensure that the building manager complies with the terms of this Agreement.

#### 7.2 Severance

If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement.

#### 7.3 Runs with the Lands

The Section 219 Covenant (including the Rent Charge) herein will run with, and bind the successors in title to, the Lands and each and every part into which the Lands may be divided or subdivided, whether by subdivision plan, strata plan or otherwise.

#### 7.4 Notice of Housing Agreement

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*. The Owner acknowledges that the City is required to file a notice of housing agreement in the LTO against title to the Land; and once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land as a housing agreement under section 483 of the *Local Government Act*.

#### 7.5 Limitation on Owner's Obligations

In accordance with section 219(8) of the *Land Title Act* (British Columbia), a person is not liable for a breach of this Agreement occurring after that person has ceased to be an owner of the Lands.

#### 7.6 Further Assurances

The parties will execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

#### 7.7 Waiver

Waiver by the City of a default by the Owner will be in writing and will not be deemed to be a waiver of any subsequent or other default.

#### 7.8 Enurement

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

#### 7.9 Priority

The Owner will take all steps necessary to ensure that this Agreement is registered in the LTO in priority to all charges and encumbrances which may impair the covenants granted in this Agreement and, in any event, in priority to all financial charges.

#### 7.10 Counterparts and Electronic Delivery

This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party an originally executed copy of this Agreement forthwith upon request by the other party.

**IN WITNESS OF THIS AGREEMENT** the City and the Owner have executed this Agreement by signing the "Form C - General Instrument - Part 1" or "Form D – Executions Continued" attached hereto:

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

MAYOR Linda C. Buchanan

CITY CLERK Karla D. Graham

# IMH 151 E KEITH APARTMENTS LTD

Authorized Signatory

Printed Name

Authorized Signatory

Printed Name