City of Port Moody Report/Recommendation to Council

Date:February 18, 2021Submitted by:Community Development Department – Development Planning DivisionSubject:Development Approval – 2002-2014 St. George Street and 2003-2009 St. Johns
Street (Bold Properties (New Barnet) LP)

Purpose

To present Development Permit 2018-138 for authorization of the form and character of two proposed six-storey buildings at 2002-2014 St. George Street and 2003-2009 St. Johns Street; to present for first, second, and third reading Housing Agreement Bylaw No. 3300; and to present for adoption the following land use change and a road closure bylaws:

- Official Community Plan (OCP) Amendment Bylaw No, 3242, re-designating the site from Mixed Use Moody Centre to Multi-Family Residential;
- Zoning Amendment Bylaw No. 3243, rezoning the site from Single Detached Residential (RS1) to Six Storey Apartment Residential (RM8); and
- Road Closure Bylaw No. 3244, closing a portion of Andrews Street for incorporation into the development site.

Recommended Resolutions

THAT City of Port Moody Housing Agreement Bylaw, 2021, No. 3300 (2002-2014 St. George Street and 2003-2009 St. Johns Street) be read a first, second, and third time as recommended in the report dated February 18, 2021 from the Community Development Department – Development Planning Division regarding Development Approval – 2002-2014 St. George Street and 2003-2009 St. Johns Street (Bold Properties (New Barnet) LP);

AND THAT City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 24, 2020, No. 3242 (2002-2014 St. George Street and 2003-2009 St. Johns Street), City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 33, 2020, No. 3243 (2002-2014 St. George Street and 2003-2009 St. Johns Street) (RM8), and City of Port Moody Road Closure Bylaw – 2002-2014 St. George Street and 2003-2009 St. Johns Street, 2020, No. 3244 be now adopted;

AND THAT Development Permit 2018-138 be authorized for issuance;

AND THAT the Mayor and Corporate Officer be authorized to execute the necessary legal documents required in support of this application.

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Executive Summary

Bold Properties (New Barnet) LP has submitted an OCP Amendment and Rezoning Application for a new multi-family development on the properties located between

2002-2014 St. George Street and 2003-2009 St. Johns Street. Key aspects of the proposal include:

- two, six-storey buildings containing a total of 162 units over underground parking with access off St. George Street;
- a Floor Area Ratio (FAR) of 2.4;
- a mix of units from one-bedroom to three-bedroom and den suites ranging in size from 42.9m² (462.5ft²) to 97m² (1,049.4ft²);
- 92 (57%) adaptable units;
- a substantial outdoor resident amenity component consisting of an at-grade landscaped courtyard augmented with landscaped roof decks on each building;
- an amenity room in each building;
- inclusion of a Rent-To-Own housing program applicable to 16 units; and
- a proposed parking variance offset by transportation demand management measures.

Key issues that have been considered by staff during the review include: the provision of a rent-to-own home ownership program; the St. Andrews Street road closure; building design improvements to create a transition to the single-family homes to the south, as well as off-site requirements including land dedication to enable the construction of an additional northbound travel lane and multi-use pathway on Clarke Road and St. Johns Street; the Clarke Road-St. George Street intersection design; and the reconstruction of the pathway/stairs leading from the St. George Street cul-de-sac to Port Moody Senior Secondary School.

Implementation of the project requires the adoption of OCP Amendment Bylaw No. 3242, Rezoning Bylaw No. 3243, Road Closure Bylaw No. 3244, a Housing Agreement Bylaw, issuance of a development permit, and completion of a Land Sale and Purchase Agreement.

In addition, the project has been reviewed against the applicable Development Permit Area 1: Neighbourhood Residential design guidelines, the Development Permit Area 4: Environmentally Sensitive Area guidelines, and the Development Permit Area 5: Hazardous Conditions guidelines. As the project complies with these guidelines, Council may consider authorizing the issuance of Development Permit 2018-138.

Background

The OCP amendment and rezoning application involves seven properties located at 2002-2014 St. George Street and 2003-2009 St. Johns Street as shown on the Location Plan (Attachment 1).

The properties are designated 'Mixed Use - Moody Centre' in the OCP, which permits mixed commercial and residential uses up to a maximum of six storeys in height. The subject properties lots are presently zoned 'Single Detached Residential' (RS1). The existing OCP and Zoning Designation Maps are included as **Attachment 2**.

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On April 14, 2020, Council gave first and second readings to a new OCP Amendment Bylaw No. 3242 and a new Rezoning Bylaw No. 3243, and first reading to Road Closure Bylaw No. 3244. The OCP Amendment and Rezoning Bylaws were referred to a public hearing held on June 2, 2020. Following the public hearing, Bylaw No. 3242 and Bylaw No. 3243 were given third reading, and Bylaw No. 3244 was given second and third reading.

As a result of a subsequent request from the applicant to amend the proposed affordable housing approach, Council rescinded third readings of Bylaws No. 3242 and 3243 on October 27, 2020 and held another public hearing on December 1, 2020, following which the following motion was passed:

RC20/452

THAT City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 24, 2020, No. 3242 (2002-2014 St. George Street and 2003-2009 St. Johns Street) and City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 33, 2020, No. 3243 (2002-2014 St. George Street and 2003-2009 St. Johns Street) (RM8) be read a third time as recommended in the memo dated November 25, 2020 from the Legislative Services Division regarding 2002-2014 St. George Street and 2003-2009 St. Johns Street (Bold Properties) – Third Reading.

Discussion

Site and Conditions

The development site consists of seven single-family lots located between St. Johns Street and St. George Street, on the east side of Clarke Road, as shown on the Location Plan (**Attachment 1**). The lots are developed with single-family homes with the exception of the vacant lot at 2005 St. Johns Street. The site slopes down by approximately 10.35m (34ft) from St. George Street to the northeast to St. Johns Street and is located at the top of a heavily-treed, steep bank that separates the site from the vacant property to the east. This bank varies in height from 12.2m (40ft) at the south end of the site to 3m (10ft) at the north end.

Development Proposal Description

A development Fact Sheet is included as **Attachment 3**. The development proposal consists of two six-storey apartment buildings with a central outdoor amenity courtyard over a three-level, underground parking structure accessed off St. George Street. Project details include:

- 162 units in two six-storey buildings
- a mix of units sizes from studios to three-bedroom + den suites;
- 210 resident and visitor parking spaces on three underground levels;
- outdoor amenity spaces consisting of a landscaped courtyard and roof decks complemented by two indoor amenity rooms; and
- 317 bicycle parking spaces.

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Table 1 compares the proposal to the RM8 zoning regulations and other zoning regulations relating to parking, bicycle parking, amenity area requirements, and adaptable units. As illustrated, the project meets and exceeds the RM8 Zone regulations with the exception of the rear (south) setback which is 0.84m (2.76ft) less than the RM8 requirement. As discussed later in this report, the project also includes a parking variance to support the proposed affordable home ownership program. Staff propose that the two areas of non-compliance be supported as variances within the development permit if the project proceeds.

Zoning Regulation	RM8 Zone/Other Regulations	Proposal	
Density (FAR)	2.4	2.4	
Height	21.5m (70.5ft) and 6 storeys,	N. Bldg. – 17.46m (57.3ft) and 6 storeys	
	whichever is less	S. Bldg. – 18.8m (61.68ft) and 6 storeys	
Lot Coverage	60%	56.5%	
Setbacks			
- Front	3.0m (9.8ft)	Front (North) – 5.48m (18ft) Rear	
- Rear	4.5m (14.76ft)	(South) – 3.66m (12ft)	
- Side	3.0m (9.8ft)	Side (East/West) - 5.48m (18ft)/3.81m	
		(12.5ft)	
Parking			
- Resident	204	183	
- Visitor	27	27	
- Total	231	210	
Bicycle Parking			
- Long- and	257	317	
short-term			
Adaptable Units	Min. 50% (82 units)	57% (92 units)	
Amenity Space	3m ² (32.3ft)/Unit	8.8m ² (94.8ft ²)/unit	

Table 1 – Zoning Comparison

Road Dedication and Intersection Design

In accordance with the Master Transportation Plan, the developer will dedicate 571.2m² (6,148.3ft²) of the site and reconstruct a portion of Clarke Road and St. Johns Street to include a second northbound travel lane and a multi-use pedestrian/cycling pathway along the east side of Clarke Road. The purpose of these measures is to improve traffic flow and safety, improve pedestrian safety, and to incorporate improvements to the cycling network.

The St. George Street/Clarke Road intersection will not be signalized for operational reasons due to the grade of the road. The intersection will be redesigned to include a new southbound left turn lane from Clarke Road to St. George Street, but to ensure that a potentially dangerous situation is not created after the road is improved, the intersection will not allow for southbound left turns from St. George Street onto Clarke Road. Traffic wishing to proceed south will travel up Seaforth Way to Seaview Drive and access Clarke Road at a new signalized intersection to be funded in part by the developer.

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Site Consolidation

In order to consolidate the remainder of the site following the road dedication, the applicant has negotiated a Land Sale and Purchase Agreement with the City to acquire the open portion of the St. Andrews Street road allowance which amounts to 766.8m² (8,253.7ft²) if the required OCP Amendment, Rezoning, and Road Closure bylaws are adopted. **Attachment 4** illustrates the site area to be dedicated and the portion of the St. Andrews Street road allowance to be closed and consolidated with the remainder of the properties.

Affordable Housing

Bold Properties proposed a Rent-To-Own program applicable to 16 units in the project, which Council supported.

Key provisions of the proposed Housing Agreement include:

- the make-up of the 16 rent-to-own units as follows:
 - o four (4) one-bedroom units;
 - \circ seven (7) one-bedroom plus flex space units; and
 - o five (5) two-bedroom units;
- the requirement for a \$10,000 deposit from purchasers to secure the purchase of a rent-to-own unit, payable in two installments: at the time of entering into the purchase agreement, and on, or before, the commencement of construction;
- the rents of the rent-to-own units:
 - \$1,500/month for each one-bedroom Rent-to-Own Strata Lot;
 - \circ \$1,700/month for each one bedroom plus Flex Unit Rent-to-Own Strata Lot; and
 - o \$2,000/month for each two-bedroom Rent-to-Own Strata Lot;
- a requirement that the developer provide written confirmation to the City establishing the location of the rent-to-own units;
- an opportunity for the developer to apply to the City for approval to amend the unit mix depending upon the outcome of the marketing program;
- an acknowledgement that, if a qualified purchaser does not complete the sales transaction, the developer may re-sell that unit as a regular unit, and is not obligated to re-market the unit as a rent-to-own unit. The exception to this provision is if the owner of that unit terminates the purchase within the first six months following occupancy, in which case the developer will be required to re-market that unit as a rent-to-own unit;
- a requirement that in other cases where a purchaser terminates the sales transaction, representing the loss of a rent-to-own unit, the developer will provide an additional financial contribution to the City consisting of the purchaser's deposit plus 50% of the rent collected by the developer to that point, which may, with Council's approval, be directed to the Affordable Housing Reserve Fund;
- provisions relating to the marketing and sale of the rent-to-own units; and
- prohibiting the strata council from enacting regulations preventing any owner from renting their unit.

If Housing Agreement Bylaw No. 3300 (**Attachment 5**) is given third reading and the OCP Amendment, Rezoning and Road Closure Bylaws are adopted, Bylaw No. 3300 may be considered for adoption on March 23, 2021. The Development Permit requires that a section 219 covenant be registered prior to the issuance of a building permit to ensure that the provisions of the Agreement are implemented.

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Parking Variance

In order to reduce project costs and improve the affordability of the project, the applicant proposed a reduction in the amount of parking required by reducing the extent of the underground parkade, and therefore, construction costs. The Zoning Bylaw would require that a total of 231 parking spaces be provided, consisting of 204 resident spaces and 27 visitor spaces. The parking component of the project has been revised to include 183 resident spaces and 27 visitor spaces for a total of 210 spaces, a variance of 21 spaces. A parking demand assessment was provided and accepted by staff, and, in order to offset the variance, as outlined in **Attachment 6**, the developer will enter into an agreement with the Modo car share company to:

- provide two car share vehicles spaces to be located on-street adjacent to the project; and
- provide Modo with a contribution of \$58,800 for the purchase of two car share vehicles.

In return, Modo will:

- provide the developer with a Partnership Membership with a value of \$58,800 allowing a maximum of 117 residents of the development to benefit from Modo membership without the need to pay the \$500 membership fee; and
- provide an incentive of \$100 of driving credits to each resident of the development who join Modo for the first time.

As a condition of the development permit prior to issuance of a building permit, the developer will be required to provide a signed car share agreement with Modo. In addition to the car share arrangement, the developer:

- has increased the number of bicycle parking spaces to 317, an increase of 60 spaces over the Zoning Bylaw requirement;
- will provide an equipped bicycle maintenance room; and
- will provide a subsidy towards monthly Compass Cards for residents for a minimum two-year period.

The parking reduction is included as a variance in the development permit, which also requires that the developer register a Transportation Demand Management covenant to ensure that the various offset measures are implemented.

OCP Amendment

As the project does not incorporate any commercial uses, an amendment to the OCP is required to amend the land use designation from *'Mixed Use - Moody Centre'* to *'Multiple Family Residential'*. In support of this amendment, the developer has provided a letter from a commercial brokerage firm (**Attachment 7**) which indicates that commercial uses at this site are not deemed viable. Nonetheless, occupants will not be prohibited from having home-based businesses in their units in compliance with current Zoning Bylaw regulations.

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Development Permit: Form and Character

The project is situated within Development Permit Area (DPA) 1: Neighbourhood Residential and the broad goal of this DPA is to achieve a strong relationship between the project and the public realm and surrounding neighbourhood in the best way possible. Accordingly, the project has been reviewed in terms of its design excellence, neighbourliness, connectivity to the surrounding community, and accessibility.

Briefly, the project:

- is well-articulated with a strong street presence;
- steps down the slope in keeping with the topography;
- utilizes durable building materials;
- incorporates a colour palette which reflects a residential character;
- provides separate vehicle access to underground parking;
- incorporates a transition to the single family uses on the south side of St. George Street;
- orients building entries to the street, improving pedestrian access;
- enhances pedestrian connectivity with the provision of a multi-use path on Clarke Road and improvements to the stairs/trail to the school; and
- incorporates bird-friendly measures through the choice of landscape materials and the design of exterior lighting.

Of note, the south building has been redesigned with a significant stepped break in the upper levels in order to reduce the massing of the building and ease the transition to the single-family homes across St. George Street. This break varies between 9.4m (31ft) at the fourth level and 23.3m (76.5ft) at the sixth level. The upper two levels have also been set back from the face of the south elevation to increase the separation from the single-family homes to the south. At a minimum, the separation between the face of the fifth and sixth levels of the building to the closest single-family home is 31.7m (104ft).

The principal outdoor communal amenity space is the central courtyard between the buildings. This space is approximately 477m² (5,134.4ft²) in area, including the outdoor patio spaces associated with the two indoor amenity rooms, but excluding the passive landscaped areas. This space incorporates a variety of active play spaces, BBQ and fire pit areas, and seating options for resident interaction. In response to a concern about the potential shading of the courtyard, the total amount of outdoor amenity area was increased by revising the size of the outdoor roof decks on both buildings, and adding a new outdoor amenity deck on the roof of the east wing of the south building to take advantage of the south facing exposure. These outdoor amenity spaces total about 1,303m² (14,025ft²) in area, and, with the two indoor amenity rooms, which total 123.6m² (1,330.4ft²) in area, the project provides an average of 8.8m² (94.8ft²) of amenity area per unit, which exceeds the Zoning Bylaw requirement of 3m² (32.3ft²) per unit. The landscape plan also incorporates perimeter street tree and boulevard planting.

Development Permit: Environmentally Sensitive Areas

The bank to the east of the site is included within the East Chineside Forest and is designated as Development Permit Area 4: Environmentally Sensitive Areas (ESA) for the purpose of protecting the trees and the stability of the bank. That designation extends marginally onto the east side of the development site.

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An arborist report was submitted with the application, which recommended the removal of some trees on site and close to the east property line on the abutting property. An environmental impact assessment was also provided with the application, which recommended that a stormwater management plan be provided, which is included as a condition of the Development Permit.

While the majority of the ESA is located off-site on the bank to the east, the Development Permit includes requirements for the rebuilding of the stairs/pathway, the removal of invasive plant materials, and other measures to enhance the integrity of the ESA, including a habitat balance assessment demonstrating an overall net habitat gain.

Development Permit: Hazardous Conditions

Portions of the two westerly lots are designated as Development Permit 5: Hazardous Conditions as the steepland soils may be susceptible to liquefaction during a seismic event. During the geotechnical analysis, no soils were encountered with the potential for liquefaction. The development permit includes a requirement that a geotechnical covenant be registered prior to the issuance of a building permit.

Development Permit 2018-138, including the site, architectural, and landscaping plans, is included as **Attachment 8**.

Community Planning Advisory Committee (CPAC)

The application was reviewed by CPAC on July 2, 2019, and the following resolution was passed:

CPAC19/005

THAT CPAC provide the following comments on the proposed project as presented in the report dated June 18, 2019 from the Planning and Development Department – Development Planning Division regarding 2002-2014 St. George Street and 2003-2009 St. Johns Street:

- provide additional details on the value of the affordable housing component of the project;
- explore potential partnerships for affordable housing other than with the City;
- · consider live/work studio spaces within the project;
- · consider the inclusion of curb space for ride-sharing services;
- · investigate whether separated multi-use paths are appropriate;
- · consider including rainwater capturing opportunities;
- encourage the inclusion of passive energy designs;
- · provide motion-sensitive lighting in the corridors and parkades;
- encourage the retention of existing trees (such as the mature conifers);
- provide more details on the bird-friendly attributes;
- · consider alternative colour-schemes that fit neighbourhood context;
- consider requiring replanting of native species as appropriate; and
- provide revised study of anticipated traffic impact.

In terms of these issues:

- the applicant had proposed to enter into a partnership with BC Housing under the 'Affordable Home Ownership Program,' but have since received Council's support to replace that program with a Rent-To-Own program;
- CPAC encouraged the developer to incorporate live-work units in the project, but that use is not permitted in the RM8 Zone. The RM8 Zone does allow for home occupations subject to the regulations in sections 5.2.3(a) and (b) of the Zoning Bylaw, and the developer has offered to ensure that a future strata council cannot prohibit that use, which will be secured under a restrictive covenant;
- the design of the improvements to St. George Street will be confirmed as part of the required Engineering Services Agreement, but there will be a pull-in, which would allow for a ride-sharing vehicle;
- Engineering did not support the provision of a separated multi-use pathway, but will ensure that the final design provides for pedestrian safety;
- rainwater capture and passive energy designs will be reviewed at the building permit stage;
- tree retention within the site is not possible but the trees to the east outside of the parkade excavation will be protected;
- a revised colour scheme reflecting more of a residential character has been proposed;
- the landscape plan incorporates the use of native species; and
- a revised Transportation Impact Assessment was provided and accepted by the Engineering Department, although minor amendments to the report, not affecting the outcome of the analysis, have been requested. This is included as a condition of the Development Permit.

Sustainability Report Card

The current Sustainability Report Card is included as **Attachment 9**; the project has reached a score of 69%.

Sustainability Pillar Application	Cultural	Economic	Environmental	Social	Overall Total
2002-2014 St. George Street and 2003-2009 St. Johns Street	57% (4 out of 7)	100% (7out of 7)	75% (43 out of 57)	54% (19 out of 35)	69%

Some of the key highlights identified in the Sustainability Report Card include:

- an affordable home ownership opportunity through the Rent-To-Own program;
- protection/enhancement of the Environmentally Sensitive Area on the bank on the east side of the site;

- improvements to pedestrian movements with the construction of a multi-use path along Clarke Road and alterations to the existing stairs/pathway providing access to Port Moody Senior Secondary School;
- the provision of adaptable units in excess of the requirements of the Zoning Bylaw;
- extensive outdoor and indoor amenity spaces; and
- building energy performance.

Financial Implications

The applicant has submitted the Community Amenity Contribution (CAC) in the amount of \$906,436.80 based on the gross residential floor area of 14,035.12m² (151,072.8ft²). Of that total, \$302,145.60 may be directed to the Affordable Housing Reserve Fund with the remaining \$604,291.20 going towards general community amenities.

The applicant has also submitted a contribution to the Public Art Reserve Fund in the amount of \$165,000 based on 0.5% of the estimated \$33,000,000 cost of construction in accordance with the Public Art Policy.

Concluding Comments

The proposed development, while requiring an OCP amendment to eliminate the requirement for commercial use, is otherwise in conformance with the six-storey built form policies established in the OCP. The development has addressed the applicable development permit area design guidelines to the satisfaction of staff. The proposed Rent-To-Own Program will enable first-time buyers to enter the ownership market and potentially free up rental units in the City. Overall, this project will provide some variety of housing sizes for different segments of the market, and, given the proximity to transit, schools, and commercial uses on St. Johns Street, it represents a positive addition to the community.

OCP Amendment Bylaw No. 3242, Rezoning Bylaw No. 3243, and Road Closure Bylaw No. 3244 are included as **Attachments 10**, **11**, and **12**, respectively.

Other Option(s)

 THAT the applicant be requested to make revisions to the Housing Agreement Bylaw, 2021, No. 3300 as identified by Council and adoption of Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 24, 2020, No. 3242, and Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 33, 2020, No. 3243 be postponed until revisions are complete;

AND/OR

 THAT the applicant be requested to make revisions to the Draft Development Permit 2018-138 as identified by Council and adoption of Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 24, 2020, No. 3242 and Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 33, 2020, No. 3243 be postponed until revisions are complete.

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Communications and Civic Engagement Initiatives

In accordance with the City's Public and Stakeholder Consultation for Major Development Projects or Area Plans policy, the applicant held a Community Information Meeting on May 23, 2019. An initial Public Hearing was held on June 2, 2020, and, as a result of the change to the affordable housing component, a second Public Hearing was held on December 1, 2020. Notice of Council's intention to close that portion of the St. Andrews Street road allowance separating the development parcels and sell the closed road allowance to the developer was placed in two issues of the Tri City News on March 11 and March 18, 2021 in accordance with the *Community Charter* providing residents with the opportunity to comment to Council.

Council Strategic Plan Objectives

The proposal is consistent with the strategic priority of Community Evolution in the 2019-2022 Council Strategic Plan as it relates to the objective of ensuring that future community growth is carefully considered and strategically managed, consistent with the targets approved in the City's Official Community Plan.

Attachment(s)

- 1. Location Plan.
- 2. OCP Land Use and Zoning Designation Maps.
- 3. Application Fact Sheet.
- 4. Plan Showing Dedication and Road Closure Areas.
- 5. Housing Agreement Bylaw 2021, Bylaw No. 3300.
- 6. Letter from Modo.
- 7. Letter from Commercial Brokerage Firm.
- 8. Draft Development Permit 2018-138.
- 9. Sustainability Report Card.
- 10. Draft City of Port Moody Official Community Plan, 2014, No. 2955, Amendment Bylaw No. 24, 2020, No. 3242.
- 11. Draft City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 33, 2020, No. 3243.
- 12. Draft City of Port Moody Road Closure Bylaw 2002-2014 St. George Street and 2003-2009 St. Johns Street, 2020, No. 3244.

Report Author

Doug Allan, MCIP, RPP Senior Planner

Report Approval Details

Document Title:	Development Approval - 2002-2014 St. George Street and 2003-
	2009 St. Johns Street.docx
Attachments:	 Attachment 1 - Location Plan.pdf Attachment 2 - OCP Land Use and Zoning Designations.pdf Attachment 3 - Fact Sheet.pdf Attachment 4 - Plan Showing Dedication and Road Closure Areas.pdf
	 Attachment 5 - Draft Housing Agreement Bylaw, 2021, No. 3300 (2002-2014 St. George Street and 2003-2009 St. Johns Street).pdf Attachment 6 - Modo Letter.pdf
	 Attachment 7 - Commercial Consultants Letter.pdf Attachment 8 - Draft Development Permit 2018-138.pdf Attachment 9 - Sustainability Report Card.pdf
	- Attachment 10 - Bylaw No. 3242.pdf - Attachment 11 - Bylaw No. 3243.pdf - Attachment 12 - Bylaw No. 3244.pdf
Final Approval Date:	Mar 15, 2021

This report and all of its attachments were approved and signed as outlined below:

André Boel, City Planner - Mar 8, 2021 - 11:15 AM

Kate Zanon, General Manager of Community Development - Mar 8, 2021 - 12:43 PM

Dorothy Shermer, Corporate Officer - Mar 8, 2021 - 2:21 PM

Rosemary Lodge, Manager of Communications and Engagement - Mar 9, 2021 - 4:06 PM

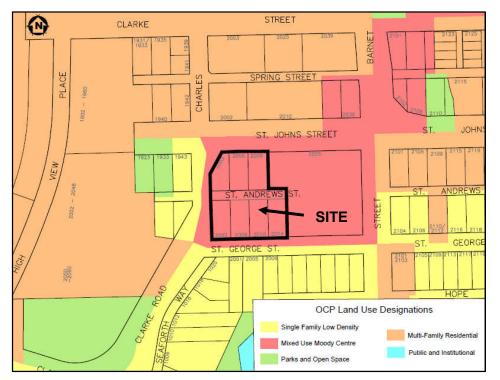
Paul Rockwood, General Manager of Finance and Technology - Mar 9, 2021 - 6:03 PM

Tim Savoie, City Manager - Mar 15, 2021 - 10:37 AM

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LOCATION PLAN





OCP LAND USE DESIGNATIONS

ZONING DESIGNATIONS



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ATTACHMENT 3

APPLICATION FACT SHEET

Applicant:	Bold Properties (New Barnet) LP
Application No. and Type	6700-20-186 Rezoning from Single Detached Residential (RS1) to Six- Storey Apartment Residential Zone (RM8).
Project Description:	A six-storey mixed-use project comprised of 162 apartment units in two buildings over underground parking.
Existing OCP Designation:	Mixed Use – Moody Centre (max. six storeys).
Development Permit Areas:	Development Permit Area 1: Neighbourhood Residential. Development Permit Area 4: Environmentally Sensitive Areas. Development Permit Area 5: Hazardous Conditions (Steepland Sediments)
Community Information Meeting:	May 23, 2019
Community Planning Advisory	

Committee Meeting: July 2, 2019

Proposed Development Statistics:

Number of residential units	162		
Density	13,851m ² (149,092.96ft ²) net floor area		
	Floor Area Ratio:	2.4	
Lot Coverage	56.5%		
Height	N. Bldg. – 17.46m (57.3ft) and 6 storeys		
	S. Bldg. – 18.8m (61.68ft) and 6 storeys	
Resident Parking	183 Spaces		
Visitor Parking	27 Spaces		
Bicycle Parking	317 Long- and short-term spaces		
Setbacks – South	South – 3.66m (12ft)		
– West	West – 3.81m (12.5ft)		
– North	North – 5.48m (18ft)		
– East	East – 5.48m (18ft)		
Amenity Space			
-Indoor	123.6m ² (1,330.4ft ²)		
-Outdoor	1,426.5m ² (15,355ft ²)		
-Total	1,550m ² (16,685.4ft ²) or		
	8.8m ² (94.8ft ²)/unit		
Number of Studios, One-Bedroom and One- 79		42.9m ² (462.5ft ²) to	
Bedroom + Den Units and size range		67.8m ² (729.7ft ²)	

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Number of Two-Bedroom and Two-Bedroom + Den Units and size range	73	70.8m ² (762.3ft ²) to 93.4m ² (1005.8ft ²)
Number of Three-Bedroom and Three-Bedroom + Den Units and size range	10	95.7m ² (1,029.8ft ²) to 106m ² (1140.8ft ²)
Surrounding Development	North	developed three- storey multi-family buildings (RM4), designated Multi- Family Residential up to a maximum of three storeys;
	South	Single Detached Residential (RS1) lots, to remain Single Family Low Density under the OCP
	East	the Barnet Hotel site (C5), designated for mixed-use development up to six storeys in height and is the subject of a current application
	West	five undeveloped properties, including one private RS1 lot and four City parcels zoned Civic Service (P1).

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ROAD DEDICATION AND LAND ACQUISITION PLAN





City of Port Moody

Bylaw No. 3300

A Bylaw to authorize Council to enter into a Housing Agreement pursuant to section 483 of the *Local Government Act*.

The Council of the City of Port Moody enacts as follows:

- 1. Citation
 - This Bylaw may be cited as "City of Port Moody Housing Agreement Bylaw, 2021, No. 3300 (2002-2014 St. George Street and 2003-2009 St. Johns Street)".
- 2. Authorization
 - 2.1 Council hereby authorizes the agreements, substantially in the form attached hereto as Schedule "A" between the City of Port Moody and Bold Properties (New Barnet LP) with respect to the following lands:

Lot 3, Block 4, District Lot 202, Group 1 New Westminster District Plan 55 PID: 002-088-967

Lot 4, Block 4, District Lot 202, Group 1 New Westminster District Plan 55 PID: 001-739-255

Lot 5, Block 4, District Lot 202, Group 1 New Westminster District Plan 55 PID: 011-459-395

Lot 6, Block 4, District Lot 202, Group 1 New Westminster District Plan 55 PID: 011-459-417

Lot 16, Block 4, District Lot 202, Group 1 New Westminster District Plan 55 PID: 011-459-433

Lot 17, Block 4, District Lot 202, Group 1 New Westminster District Plan 55 PID: 011-459-450

Lot 18, Except: Part Red on Plan with Bylaw Filed 62959, Block 4, District Lot 202, Group 1 New Westminster District Plan 55 PID: 011-459-492

3. Execution of Documents

3.1 The Mayor and Corporate Officer are authorized to execute any documents required to give effect to the Housing Agreement.

4. Attachments and Schedules

- 4.1 The following schedule is attached to and forms part of this Bylaw:
 - Schedule "A" Section 219 Covenant Housing Agreement.

5. Severability

5.1 If a portion of this Bylaw is found invalid by a court, it will be severed and the remainder of the Bylaw will remain in effect.

Read a first time this ____ day of _____, 2021.Read a second time this ___ day of _____, 2021.Read a third time this ___ day of _____, 2021.Adopted this ___ day of _____, 2021.

R. Vagramov Mayor D. Shermer Corporate Officer

I hereby certify that the above is a true copy of Bylaw No. 3300 of the City of Port Moody.

D. Shermer Corporate Officer

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Schedule "A" to Bylaw No. 3300

TERMS OF INSTRUMENT – PART 2 Section 219 Covenant – Housing Agreement

THIS AGREEMENT made the ____ day of _____, 2021;

BETWEEN:

Bold Properties (New Barnet) Nominee Inc. (Inc.

#BC0991278), a company incorporated under the laws of the Province of British Columbia having an office at 300-5704 Balsam St, Vancouver, BC V6M 4B9

(the "Grantor")

AND:

City of Port Moody 100 Newport Drive Port Moody, BC V3H 5C3

(the "City")

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the lands in the City of Port Moody, legally described in Item 2 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the "Lands");
- B. The Grantor intends to construct a residential development on a portion of the Lands (the "Development"). It is anticipated that the Development will include 162 residential strata lots (the "Strata Lots", and each of them a "Strata Lot") in two, six storey buildings and has made application to rezone the Lands under Bylaw No. 3243 (the "Rezoning Bylaw");
- C. The Grantor has agreed to offer up sixteen Strata Lots (collectively, the "**Rent-to-Own** Strata Lots" and individually, a "**Rent-to-Own Strata Lot**") for sale to Participants on a rent-to-own basis, as more particularly described herein (the "**Rent-to-Own Program**");
- D. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250 permits the registration of a covenant of a positive or negative nature in favour of the City in respect of the subdivision of land, the use of land or a building on or to be constructed on the land, or construction on the land;
- E. Section 483 of the *Local Government Act* permits the City to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure, and availability of Strata Lots located on the Lands;

- F. The City adopted Housing Agreement Bylaw, No. 3300 (the **"Housing Bylaw"**), authorizing the City to enter into this Agreement on the terms and conditions contained herein;
- G. The City requires the Grantor to secure its commitment to the Community Amenity Contribution Fund and the Rent-to-Own Program, by causing this covenant to be registered on title to the Lands; and
- H. The Grantor desires to grant, and the City agrees to accept this covenant on the terms and conditions contained herein, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 905 of the *Local Government Act*;

THIS AGREEMENT is evidence that in consideration of payment of TEN (\$10.00) DOLLARS by the City to the Grantor and other good and valuation consideration, the receipt and sufficiency of which is acknowledged by the Grantor, and in consideration of the promises exchanged below, the Grantor covenants and agrees with the City pursuant to s.219 of the *Land Title Act* that the Lands will not be used except in accordance with the provisions hereof:

1. **DEFINITIONS**

1.1 Definitions

In this Agreement:

- (a) **"Consumer Price Index"** means the all-items consumer price index published by Statistics Canada, or its successor in function, for Port Moody;
- (b) **"Development"** means the construction of 162 Strata Lots and common property on the Lands in two six storey buildings;
- (c) **"Director"** means the City's General Manager of Community Development and his or her designate;
- (d) "Discharges" has the meaning given to it in section 4.1 herein;
- (e) **"Flex Space"** means a room within a Strata Lot which may or may not be an enclosed space, and which is commonly used for a purpose such as an office, a study, or a storage room, but may not be a bedroom;
- (f) **"LTO"** means the Lower Mainland Land Title Office and any successor of that office;
- (g) **"Participant"** means a Qualified Applicant who has been selected to purchase a Rent-to-Own Strata Lot;
- (h) **"Qualified Applicant"** mean a purchaser who is qualified to participate in the Rent-to-Own Program;
- (i) **"Rent-To-Own Purchase Agreement"** has the meaning given to it in Schedule "A" attached hereto;
- (j) **"Rent-To-Own Strata Lot"** shall mean a Strata Lots offered for sale by the Grantor to a Participant in accordance with the terms of this Agreement;
- (k) **"Strata Corporation"** means the strata corporation established pursuant to the *Strata Property Act* (British Columbia) upon registration at the LTO of a strata plan to stratify the Development, once constructed; and
- (I) "Strata Lot" or "Strata Lots" shall have the meaning set out in Recital B. above.

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2. OVERVIEW OF RENT-TO-OWN HOUSING PROGRAM

- 2.1 The Grantor covenants and agrees with the City that the Development shall include sixteen (16) Rent-to-Own Strata Lots, composed of:
 - (a) four (4) 1-bedroom units;
 - (b) seven (7) 1-bedroom plus Flex Space units; and
 - (c) five (5) 2-bedroom units;
- 2.2 The Grantor further covenants and agrees with the City that:
 - (a) the Lands will not be developed for residential purposes and no residential building or structure will be constructed on the Lands unless as part of the construction and development of any such building or structure, the Grantor also designs and constructs to completion, in accordance with a building permit and a development permit issued by the City, the Rent-to Own Strata Lots;
 - (b) the total number of Strata Lots on the Lands, including the Rent-to Own Strata Lots will not exceed 162;
 - (c) the Rent-to Own Strata Lots must be designed and constructed to the same standard, in terms of layout, workmanship, and materials, as the balance of the Strata Lots in the Development on the Lands;
 - (d) the Rent-to Own Strata Lots must have the right to access the amenity facilities and spaces in the Development on the Lands without any additional costs or charges other than its proportionate share of strata fees based on unit entitlement;
 - (e) the Grantor will do everything necessary, at the Grantor's expense, to ensure that this Agreement will be registered against title to the Lands in priority to all financial charges and encumbrances at the earliest possible opportunity after execution and delivery by the City; and
 - (f) the location of the Rent-to-Own Strata Lots shall be set out, in writing to the City, prior to the issuance of any building permit being issued for the Lands.
- 2.3 Despite section 2.1, prior to the issuance of the first building permit for the Development, if the parties determine that there are an insufficient number of Qualified Applicants for the Rent-to-Own Program interested in a particular unit type to fully allocate the units in the manner set out in section 2.1, as the case may be, the Grantor may, with the prior written approval of the City, vary the number of one bedroom, one-bedroom plus Flex Space, and/or two-bedroom units and correspondingly increase the number of one bedroom, one-bedroom plus Flex Space, and/or two-bedroom units to reflect the expressed interest of Qualified Applicants of the Rent-to-Own Program.

3. THE RENT-TO-OWN PROGRAM

3.1 Grantor's Covenants

The Grantor covenants and agrees with the City that:

(a) it shall not use the Lands otherwise than in strict accordance with the restrictions on use set out herein and without limiting the generality of the foregoing, shall not occupy or permit the occupancy, or apply for permission for occupancy to the City except in accordance with the restrictions set out in this Agreement;

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- (b) the Rent-to-Own Strata Lots will be offered for sale in accordance with the terms and conditions of the Rent-to-Own Program, as set out in Schedule "A" hereto;
- (c) prior to the issuance of any occupancy permit for the Development, the Grantor will provide the City with a fully executed copy of each purchase agreement entered into by the Grantor for a Rent-to-Own Strata Lot, that has not been terminated at such time, and a fully executed copy of a termination agreement for each Rent-to-Own Purchase Agreement in respect of a Rent-to-Own Strata Lot that has been terminated at such time;
- (d) the Grantor shall provide to the City in a form and at intervals as the City may reasonably require reports summarizing the status of the Rent-to-Own Program, including the numbers of Rent-to-Own Strata Lots which have been or are to be developed in accordance with the terms of the Rent-to-Own Program described herein;
- (e) the Grantor will release, save harmless, and indemnify the City, its elected officials, officers, invitees, licensees, employees, servants, and agents from and against all liability, actions, causes of action, expenses, damages, costs (including legal costs on a solicitor/client basis), claims, debts, losses (including injurious affection), or demands whatsoever by the Grantor or any other person, which have arisen or may arise out of or are in any way due directly or indirectly to the granting or existence of this Agreement, including but not limited to the operation, management, or financing of the Rent-to-Own Strata Lots or any part thereof, the use and occupancy of the Rent-to-Own Strata Lots by anyone and any breach of any covenant or agreement on the part of the Grantor contained in this Agreement or any steps taken by the City to enforce this Agreement; and
- (f) the Grantor will do or cause to be done, at the expense of the Grantor, everything necessary to ensure that this Agreement is granted priority over all charges and encumbrances which are registered (or registration of which is pending) against the title to the Lands save and except those specifically approved in writing by the City or in favour of the City.

3.2 Removal of Strata Lots from the Rent to Own Program

Notwithstanding any other provision of this Agreement, but subject to subsections 3.2(a),(b) and (c), the Grantor and the City mutually agree that in the event that a purchaser of a Rent-to-Own Strata Lot does not complete the purchase of the Rent-to-Own Strata Lot in accordance with his or her Rent-to-Own Purchase Agreement for any reason whatsoever, other than a default by the Grantor under the Rent-to-Own Purchase Agreement, such Rent-to-Own Strata Lot will be released from the Rent-to-Own Program and the Grantor will be at liberty to resell such Rent-to-Own Strata Lot as a regular Strata Lot outside of the Rent-to-Own Program, provided that:

(a) if a purchaser of a Rent-to-Own Strata Lot terminates his or her Rent-to-Own Purchase Agreement on or before the date which is six (6) months following commencement of occupation of the Strata Lot by such purchaser, the Grantor will enter into a replacement Rent-to-Own Purchase Agreement for such Strata Lot (with priority given to the Qualified Applicants on the applicable wait list referred to and maintained by the Grantor in accordance with the requirements set out under the heading "PROCESS" in Schedule A) with the rental period being the period from the initial occupancy date of the such Strata Lot by the replacement purchaser until the Closing Date under the terminated Rent-to-Own Purchase Agreement.

The replacement Rent-to-Own Purchase Agreement will otherwise contain the terms set out under the heading "PURCHASE AGREEMENT in Schedule A hereto (including the deposit requirements). For greater certainty, the obligation of the Grantor set out in this subsection 3.2(a) will only apply to an original purchaser of a Rent-to-Own Strata Lot and will not apply to a replacement purchaser of a Rent-to-Own Strata Lot;

- (b) the Grantor pays the amount of the forfeited deposit and 50% of the rent paid by the terminating purchaser to the City as a contribution to the City's affordable housing fund in accordance with the requirements set out in the "Termination Rights" and "Application of Rent" sections under the heading "PURCHASE AGREEMENT" in Schedule A hereto; and
- (c) if a replacement purchaser terminates his or her Rent-to-Own Purchase Agreement, the Grantor will pay the amount of the forfeited deposit and 50% of the rent paid by the terminating replacement purchaser to the City as a contribution to the City's affordable housing fund in accordance with the requirements set out in the "Termination Rights" and "Application of Rent" sections under the heading "PURCHASE AGREEMENT" in Schedule A hereto.
- 3.3 Community Amenity Contribution

The Grantor further covenants and agrees with the City that it shall make an estimated \$906,436.80 community amenity contribution to the City before issuance of any building permit for the Lands.

4. DISCHARGE PROVISIONS

4.1 Request of Discharges

The Grantor may, at its sole expense, request that the City prepare an amending bylaw, for Council's consideration, to discharge that portion of this Agreement addressing the Rent-to-Own Program at the end of the Rent-to-Own Program from:

- (a) any non-residential parcel created by subdivision of the Lands (by airspace subdivision or otherwise), and
- (b) each Strata Lot created by the strata subdivision of the Development after the end of the Rent-to-Own Program.

4.2 Limitation on Discharges

The Grantor acknowledges that this Housing Agreement may only be amended or discharged by bylaw and that the City will be under no obligation to provide the Discharge of this Agreement and that Section 5.3-5.5 shall remain in effect in perpetuity.

5. STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all Strata Lots and strata corporations created upon the strata title subdivision of the Lands or any subdivided parcel of the Lands.
- 5.2 The Grantor further covenants and agrees with the City that this Agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands or any building on the Lands pursuant to the *Strata Property Act* (British Columbia) and

that upon the Lands, or any portion thereof, being subdivided by way of a strata plan pursuant to the *Strata Property Act* (British Columbia), then:

- (a) this Agreement will charge each Strata Lot and shall be noted on the common property record of the strata corporation; and
- (b) the strata corporation so created will be, at its cost, responsible for the performance and observance of the Grantor's covenants and obligations in this Agreement, and the Grantor will cause such strata corporation to execute an assumption agreement to give effect to the foregoing, and, upon delivery of such assumption agreement to the City, the Grantor will be released from its obligations and liabilities hereunder, except to the extent and for such time that it remains an owner of any one or more of the Strata Lots.

Rental of Strata Lots in General

- 5.3 The Grantor further covenants and agrees with the City that any strata corporation bylaw which prevents, restricts or abridges or purports to prevent, restrict, or abridge the right to use any of the Strata Lots as rental accommodation shall have no force or effect.
- 5.4 No strata corporation formed in respect of the Lands shall pass any bylaw(s) preventing, restricting, or abridging the use of the Lands, or the Strata Lots from time to time as rental accommodation.
- 5.5 No Strata Lot purchaser, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict, or abridge the use of the Lands or any Strata Lot from time to time as rental accommodation.

6. DEFAULT AND REMEDIES

6.1 Notice of Default

The City may give to the Grantor written notice to cure a default under this Agreement within thirty (30) days of receipt of notice. The notice must specify the nature of the default. The Grantor must act with diligence to correct the default within the time specified.

6.2 <u>Costs</u>

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

6.3 Damages

The Grantor acknowledges that the City requires the Rent-to-Own Strata Lots for the benefit of the community. The Grantor therefore agrees that for each day the Land is occupied in breach of this Agreement, the Grantor must pay the City \$100.00 (the "**Daily Amount**") as liquidated damages and not as a penalty, due and payable at the offices of the City on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 of each year by the amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase between that previous January 1 and the immediately preceding December 31 in the Consumer Price Index. The Grantor agrees that payment may be enforced by the City in a court of

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competent jurisdiction as a contract debt.

6.4 Rent Charge

By this section, the Grantor grants to the City a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Grantor to the City of the Daily Amount as described in section 6.3. The City agrees that enforcement of the rent charge granted by this section is suspended until the date that is thirty (30) days after the date on which any amount due under section 6.3 is due and payable to the City in accordance with section 6.3. The City may enforce the rent charge granted by this section 6.3. The City may enforce the rent charge granted by this section 6.3.

6.5 Specific Performance

The Grantor agrees that, without affecting any other rights or remedies the City may have in respect of any breach of this Agreement, the City is entitled to obtain an order for specific performance of this agreement and a prohibitory or mandatory injunction in respect of any breach by the Grantor of this Agreement. The Grantor agrees that this is reasonable given the public interest in ensuring the provision of the Rent-to-Own Strata Lots to be occupied by Participants as set out in Schedule "A" and restricting occupancy of the Lands in accordance with this Agreement.

6.6 No Penalty or Forfeiture

The Grantor acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing the Rent-to-Own Strata Lots for Eligible Occupants, and that the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the City's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

6.7 <u>Cumulative Remedies</u>

No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit, or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Grantor acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Grantor under this Agreement.

7. <u>LIABILITY</u>

7.1 <u>Release</u>

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

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7.2 <u>Survival</u>

The covenants of the Grantor set out in sections 7.1 and 7.2 will survive termination of this Agreement and continue to apply to any breach of the Agreement or claim arising under this Agreement during the ownership by the Grantor of the Lands or any Strata Lot therein, as applicable.

8. <u>GENERAL PROVISIONS</u>

8.1 <u>City's Power Unaffected</u>

Nothing in this Agreement:

- 8.1.1 affects or limits any discretion, rights, or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land;
- 8.1.2 affects or limits any enactment relating to the use of the Lands or any condition contained in any approval, including any development permit concerning the development of the Lands; or
- 8.1.3 relieves the Grantor from complying with any enactment, including the City's bylaws in relation to the use of the Lands.

8.2 Agreement for Benefit of City Only

The Grantor and City agree that:

- 8.2.1 this Agreement is entered into only for the benefit of the City;
- 8.2.2 this Agreement is not intended to protect the interests of the Grantor, any Strata Lot owner, any occupant, or any future owner, occupier, or user of any part of the Development, including any Strata Lot; and
- 8.2.3 the City may at any time execute a release and discharge of this Agreement in respect of the Development or any Strata Lot therein, without liability to anyone for doing so.

8.3 Agreement Runs With the Lands

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

8.4 <u>Release</u>

The covenants and agreements on the part of the Grantor and herein set forth in this Agreement have been made by the Grantor as contractual obligations as well as being made pursuant to section 905 of the *Local Government Act* (British Columbia) and section 219 of the *Land Title Act* and as such will be binding on the Grantor, except that the Grantor shall not be liable for any default in the performance or observance of this Agreement occurring after the Grantor ceases to own the Lands or the Rent-to-Own Strata Lots as the case may be.

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8.5 <u>Priority of this Agreement</u>

The Grantor will, at its expense, do or cause to be done, all acts reasonably necessary to ensure this Agreement is registered against the title to each Strata Lot in the Development, including any amendments to this Agreement as may be required by the LTO or the City to effect such registration, subject to the discharge provisions contained herein.

8.6 Agreement to Have Effect as Deed

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

8.7 <u>Waiver</u>

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

8.8 <u>Time</u>

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

8.9 Validity of Provisions

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

8.10 Notices

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

If to the City:	City of Port Moody 100 Newport Drive, Port Moody, BC V3H 5C3
	Attention: General Manager of Community Development Facsimile: 604-469-4550
If to the Grantor:	300-5704 Balsam Street Vancouver, B.C.

V6M 4B9

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, seventy-two (72) hours after the date and hour of mailing in British Columbia, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice,

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demand, or request; if made by facsimile transmission, on the first business day after the date when the facsimile transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

8.11 Further Assurances

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

8.12 Enuring Effect

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

8.13 <u>Fees</u>

The Grantor covenants and agrees to reimburse the City for all costs associated with the drafting and negotiation of this Agreement.

9. INTERPRETATION

9.1 <u>References</u>

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

9.2 Construction

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

9.3 <u>No Limitation</u>

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

9.4 Terms Mandatory

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

9.5 <u>Statutes</u>

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

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9.6 Entire Agreement

- 9.6.1 This is the entire agreement between the City and the Grantor concerning its subject, and there are no warranties, representations, conditions, or collateral agreements relating to this Agreement, except as included in this Agreement.
- 9.6.2 This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by City Council of a bylaw to amend Housing Agreement Bylaw, No. 3300.

9.7 Governing Law

This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia. As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement. The Parties acknowledge that this Agreement has been duly executed and delivered by executing the Forms C and D attached hereto.

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Schedule "A" Rent-to-Own Program

The Rent-to-Own Program acts as a pathway to homeownership and grants local, eligible firsttime home-buyers access to the housing market. A homebuyer will be deemed eligible if he or she meets the criteria established from time to time by Canada Mortgage and Housing Corporation for the First-Time Home Buyer Incentive program.

A total of sixteen (16) Rent-to-Own Strata Lots will be selected for this program by the Grantor.

Participants will be selected for participation in the program (details of the selection process are set out below). Selected Participants will rent their Rent-to-Own Strata Lots at the Development at below market rents for a period of two (2) years. Rents will be set at:

- \$1,500/month for each one-bedroom Rent-to-Own Strata Lot;
- \$1,700/month for each one bedroom plus Flex Space Rent-to-Own Strata Lot; and
- \$2,000/month for each two-bedroom Rent-to-Own Strata Lot

Rents will include strata fees. However, Participants will be responsible for utilities and other typical rental costs.

The Grantor will pay the property tax during the rental period for each Rent-to-Own Strata Lot.

All rent accumulated over the two (2) year rental period will be saved on their behalf by the Grantor and will be applied to the purchase price of the Rent-to-Own Strata Lots.

At the end of the two (2) year rental period, the Participants will have the option to purchase their Rent-to-Own Strata Lots at a price that was locked in at the time of selection.

PROCESS

The selection process for the Rent-to-Own Program will commence upon the issuance of a development permit for the Development. The process will include the following steps:

Within a reasonable time following the issuance of a development permit for the Development, the Grantor will advertise the Rent-to-Own Program in a form and frequency acceptable to the City, including advertisement in local newspapers, signage posted on the Lands, and social media, and thereafter accept registrations from persons interested in the Rent-to-Own Program on the Grantor's website. The Grantor will continue to advertise the Rent-to-Own Program in the manner set out above until the Grantor has received at least 160 registrations on its website from persons (the "**Registrants**") interested in the Rent-to-Own Program.

Following the advertising period, the Grantor will send formal application forms to all Registrants, together with an information sheet setting out next steps.

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These steps include the requirement to meet with a mortgage specialist (the "**Mortgage Specialist**") designated by the Grantor.

Registrants will meet with the Mortgage Specialist. Prior to such meeting, Registrants will receive an email setting out a list of documents necessary for the Mortgage Specialist to complete its review.

The Mortgage Specialist will make a determination of which Registrants qualify for financing at the then prevailing market interest rate and will forward a list of qualified Registrants (each a "Qualified Applicant" and collectively, the "Qualified Applicants") to the Grantor.

The Grantor will then divide the Qualified Applicants into two categories being:

- Qualified Applicants who are either: (i) local residents who have lived in the City for a period of at least one year prior to submitting an application to the Rent-to-Own Program, or (ii) front line workers, including doctors, nurses, other hospital employees, teachers, police, fire fighters, emergency response workers or municipal employees; and
- All other Qualified Applicants.

All Qualified Applicants who are in the first category of local residents or front line workers will be entered in the draw for the Rent-to-Own Program.

If, after the first draw is concluded, Rent-to-Own Strata Lots remain available, all other Qualified Applicants will be entered in the draw for the Rent-to-Own Program.

A number of Qualified Applicants equal to the number of available Rent-to-Own Strata Lots, along with two (2) waitlists of six (6) names (a one-bedroom waitlist and a two-bedroom waitlist) will be drawn. Selected Qualified Applicants will be entitled to select their desired Rent-to-Own Strata Lots (in the order drawn) from the available units as designated by the Grantor.

Selected Qualified Applicants will meet with a Grantor representative to review and sign a Rentto-Own Purchase Agreement and Early Possession Agreement.

It is intended that Participants in the Rent-to-Own Program take possession of their Rent-to-Own Strata Lots upon issuance of an occupancy permit for the Rent-to-Own Strata Lots in the Development. The rental period will conclude two (2) years thereafter and Participants will then complete on the purchase of their Rent-to-Own Strata Lots. Upon completion of the purchase, there are no special rights or restrictions on Strata Lot owners who were a part of the Rent-to-Own Program.

Summary reports will be provided by the Grantor to the City of Port Moody on request summarizing the roll-out of the program. It is intended that these will be provided at a minimum upon occupancy of the Development. Information will be provided to the extent that it does not impact the Grantor's obligations of confidentiality.

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PURCHASE AGREEMENT

Participants will enter into a Contract of Purchase and Sale in a form acceptable to the City (the "**Rent-to-Own Purchase Agreement**"). This Rent-to-Own Purchase Agreement formalizes the Rent-to-Own Program and successfully conveys all aspects of the Rent-to-Own Program as initially proposed to City Council.

Key terms of the Rent-to-Own Purchase Agreement include:

Deposit Structure: A \$5,000 non-refundable deposit is due on the day the Participant enters into the Rent-to-Own Purchase Agreement. An additional non-refundable \$5,000 deposit (both \$5,000 deposits, collectively referred to as the "**Deposit**") is due on or before the commencement of construction after a building permit is issued for the Rent-to-Own Strata Lots (i.e. the beginning of the rental period).

Possession Date: The Participant will take early possession of their Rent-to-Own Strata Lots at the Development twenty-four (24) months prior to the Completion Date.

Assignment: A Participant in the Rent-to-Own Program may not assign his or her interest in their Rent-to-Own Strata Lots at the Development or the Rent-to-Own Purchase Agreement.

Termination Rights: The Participant is entitled to terminate the Rent-to-Own Purchase Agreement up to sixty (60) days prior to the Completion Date by written notice to the Grantor. If the Participant elects to terminate the agreement (or otherwise defaults on his or her obligation to complete the purchase of the Strata Lot pursuant to the Rent-to-Own Purchase Agreement), the Deposit will be forfeited to the Grantor, and the amount of such forfeited Deposit will be paid by the Grantor to the City as a contribution to the City's affordable housing fund.

Application of Rent: If the Participant elects to complete the purchase of their Strata Lot, all rent paid by the Participant together with the Deposit will be applied to the purchase price of the Strata Lot.

If the Participant elects not to complete the purchase of the Strata Lot (or otherwise defaults on his or her obligation to complete the purchase of the Strata Lot pursuant to the Rent-to-Own Purchase Agreement), the rent paid by such Participant will be retained by the Grantor (as would be the case in a conventional rental agreement) and the Rent-to-Own Purchase Agreement will terminate with no outstanding obligations from either party, and such Strata Lot will be removed from the Rent-to-Own Program upon the Grantor paying to the City an amount equal to 50% of the rent collected from such Participant as a further contribution to the City's affordable housing fund.

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CONSENT AND PRIORITY AGREEMENT

GIVEN THAT:

- (the "Grantor") is the registered owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
- B. the Grantor granted (the "**Prior Chargeholder**") Mortgage and Assignment of Rents registered against title to the Land in the Lower Mainland Land Title Office (the "**LTO**") under Nos.,

(together the "Prior Charge"); and

C. the Grantor granted to the City of Port Moody (the "**City**") a Covenant attached to this Agreement and registered against title to the Land in the LTO immediately before registration of this Agreement (the "**Subsequent Charge**");

NOW THEREFORE this Agreement is evidence that in consideration of \$1.00 and other good and valuable consideration received by the Prior Chargeholder from the City (the receipt and sufficiency of which the Prior Chargeholder acknowledges):

- 1. The Prior Chargeholder consents to the granting and registration of the Subsequent Charge and the Prior Chargeholder agrees that the Subsequent Charge shall be binding upon their interest in and to the Land; and
- 2. The Prior Chargeholder grants to the City, as a Subsequent Chargeholder, priority for the Subsequent Charge over the Prior Chargeholder's right, title, and interest in and to the Land, and the Prior Chargeholder postpones the Prior Charge and all of their right, title, and interest thereunder to the Subsequent Charge as if the Subsequent Charge had been executed, delivered, and registered prior to the execution, delivery, and registration of the Prior Charge.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargeholder has executed the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

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April 8, 2020

Bold Properties (New Barnet) Limited Partnership 600-688 West Hastings Street Vancouver, B.C. V6B 1P1

Attention: Tommy He

Dear Tommy:

Re: <u>Carshare arrangements at 2002, 2006, 2010, 2014 St George Street & 2009, 2005, 2003 St Johns Street in Port Moody</u>

This letter confirms that Modo sees the location of the proposed residential development, 2002, 2006, 2010, 2014 St George Street & 2009, 2005, 2003 St Johns Street in Port Moody, as having good potential for carsharing. Under the following arrangements, Modo would be willing to enter into an agreement with Bold Properties (New Barnet) Limited Partnership (the "Developer") to provide carsharing services:

- 1. The Developer will provide, at no cost to Modo, two (2) designated parking stalls at the location proposed development to be accessible to all Modo members on a 24/7/365 basis;
- 2. When the final parking drawings become available, Modo will review them to ensure that the parking stalls designated for carsharing at the proposed development comply with Modo Construction Standards For Shared Vehicle Parking Space (enclosed);
- 3. As an alternative to items 1 and 2, Developer may arrange with the City of Port Moody, at no cost to Modo, for the provision of two (2) on-street parking stalls adjacent to the proposed development, designated for the exclusive use of Modo.
- 4. Assuming occupancy of the proposed development in 2022, the Developer will provide to Modo a one-time financial contribution of \$58,800.00 including taxes and fees (the "Project Fee") to be use for the purchase of two (2) shared vehicles to be located upon occupancy of the proposed development in the parking stalls designated for carsharing;
- 5. At no cost to the Developer, Modo will provide the Developer with a Partnership Membership in Modo with a public value of \$58,800.00, valid for the lifetime of the proposed development and allowing a maximum of 117 residents of the proposed development to simultaneously benefit from Modo membership privileges and lowest usage rates without the need to themselves pay a \$500 membership fee;

200–470 Granville	Vancouver, BC V6C	604.685.1393	info@modo.coop
Street	1V5	250.995.0265	www.modo.coop

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- 6. Modo will provide a promotional incentive worth \$100 of driving credits to each resident of the proposed development joining Modo for the first time; and
- 7. Modo will share data with the City of Port Moody on the utilization of the shared vehicles, including the ratio of hours booked by building occupants vs non occupants.

Regarding the Partnership Membership, only residents of the proposed development will be able to benefit from Modo membership privileges under the umbrella of the Partnership Membership and become "Partner Users". Residents will apply directly to Modo to become Partner Users. The right to become a Partner User will be available on a first come, first serve basis. The property owners will not be involved in the sign-up process of participants. The property owners' only administrative obligation regarding the Partnership Membership will be to confirm, every six months, who, if anyone, among the list of Partner Users provided by Modo is no longer a resident of the proposed development.

Modo is interested in working with Bold Properties (New Barnet) Limited Partnership and be part of the proposed development at 2002, 2006, 2010, 2014 St George Street & 2009, 2005, 2003 St Johns Street whose occupants and nearby residents may no longer need to own a car of their own for their personal and business needs.

Thank you for your support of carsharing in the City of Port Moody.

Regards,

Sylvain Celaire Director of Business Development

Enclosure: as mentioned above

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June 18th, 2019

Jane Koh, MCIP RPP Vice President, Development Bold Properties Colliers International 200 Granville Street, 19th Floor Vancouver, BC V6C 2R6

Dear Jane,

Re: 2002-2014 Saint George Street and 2003-2009 Saint Johns Street - Letter of Opinion

Colliers International Consulting has assessed the commercial potential of Bold Properties' site located at 2002-2014 Saint George Street and 2003-2009 Saint Johns Street (Subject Site), as identified below. The goal of this letter is to examine the Subject Site's viability for ground floor commercial use based on traditional commercial development principles strongly correlated with performance metrics and a healthy mixed-use environment.

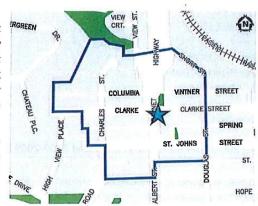


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Planning Considerations

The Subject Site is located within the Westport Evergreen Sub-Area, as outlined in the Port Moody Official Community Plan. This western entrance to Port Moody is envisioned as a gateway to the City, balancing the existing residential character and function with new opportunities for locally serving commercial uses, as well as more diverse housing options.

Future development goals of this area include work-live space, public arts presentation space, seniors accommodation, assisted living accommodation, high tech mixed employment space, enhanced green space, new parks, and commercial/retail services.



The site itself is currently designated as Mixed-Use Moody Centre, intended for the development of a variety of retail, service, office, and stand-alone commercial activities, along with multi-family residential. As outlined below, Colliers has examined the difficulties the site possesses in terms of its commercial development potential.

Accessibility

Accessibility by vehicle, public transportation, foot, and bicycle is one of the most important factors when examining a site's potential for commercial use. The Subject Site's location at the corner of Clarke Road and Saint Johns street creates significant limitations in terms of accessibility. Due to the physical characteristics of the corner, the site is difficult to access by vehicle with limited (if any) options for streetfront parking, access, or egress. It is also relatively far away from the Port Moody Skytrain station, and pedestrian access is hindered by the lack of available crossings across Clarke Road.

Gradation

The majority of commercial tenants strongly prefer level sites to maintain consistent frontages, strong lines of sight, and simple access. Additionally, a large proportion of the population that would access the site by foot is located downhill, and as such, the slope may deter some of these consumers from venturing up to the Subject Site. This slope is likely to be a major deterrent for any prospective tenants and could result in a longer than expected leasing period, an undesired tenant mix, and poorly performing commercial tenants.

Population

Commercial performance is dependent on a nearby population with the potential for future growth, providing a constant source of expenditures that could be captured on-site. For example, a full-sized grocery store requires a minimum trade area population of approximately 20,000. Currently, the Subject Site has a population of approximately 3,000 within a 10-minute walk, and 7,000 within a 1 km radius with limited growth between census periods.

Critical Mass

It is also essential to locate commercial uses within areas containing an existing critical mass of complementary tenants and residential population rather than in isolated regions. Within Port Moody, the centre of gravity in terms of commercial supply is located to the east, closer to Port Moody Station, Inlet Centre Station, Suter Brook Village,



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and Newport Village. These areas are known as Port Moody's commercial destinations and attract more footfall than the area near the Subject Site.

Work-Live

Although the Subject Site is located within a region of Port Moody that desires the inclusion of work-live units, the proposed RM8 zoning does not permit such use. The following uses are permitted within this zone:

- > Principal Use Apartment
- > Secondary Use Home Occupation, Type A Community care

Throughout Port Moody, the zones that do permit work-live units are the following:

-) C2 Neighbourhood Commercial
- > C3 General Commercial
- > C6 Adaptive Commercial
- > CRM1 Four-Storey Mixed Use
- > CRM2 Six-Storey Mixed Use

Summary

The Subject Site has significant challenges in terms of its viability for commercial development, and it is Colliers opinion that it would be better suited for residential uses. Due to these challenges, a comprehensive market analysis is not required at this point, as the locational characteristics alone make commercial use problematic.

Please feel free to contact us if you have any questions regarding the analysis above.

Yours truly,

COLLIERS INTERNATIONAL CONSULTING

Gordon Easton Managing Director (604) 662-2642 Gordon.Easton@colliers.com

Russell Whitehead Retail Consultant (604) 661-0857 Russell.Whitehead@colliers.com



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CITY OF PORT MOODY DEVELOPMENT PERMIT NO. 2018-138

TO: Bold Properties (New Barnet) LP

300 - 5704 Balsam St, Vancouver, BC V6M 4B9

(the Developer)

- 1. This Development Permit is issued subject to compliance with all applicable City Bylaws except as specifically varied or supplemented by this Permit.
- 2. This Permit applies to those lands in Port Moody, British Columbia more particularly described below and including all buildings, structures, and other development thereon:

LOT 3, BLOCK 4, DISTRICT LOT 202, GROUP 1 NEW WESTMINSTER DISTRICT PLAN 55; PID: 002-088-967;

LOT 4, BLOCK 4, DISTRICT LOT 202, GROUP 1 NEW WESTMINSTER DISTRICT PLAN 55; PID: 001-739-255;

LOT 5, BLOCK 4, DISTRICT LOT 202, GROUP 1 NEW WESTMINSTER DISTRICT PLAN 55; PID: 011-459-395;

LOT 6, BLOCK 4, DISTRICT LOT 202, GROUP 1 NEW WESTMINSTER DISTRICT PLAN 55; PID: 011-459-417;

LOT 16, BLOCK 4, DISTRICT LOT 202, GROUP 1 NEW WESTMINSTER DISTRICT PLAN 55; PID: 011-459-433;

LOT 17, BLOCK 4, DISTRICT LOT 202, GROUP 1 NEW WESMINSTER DISTRICT PLAN 55; PID: 011-459-450; AND

LOT 18, EXCEPT: PART RED ON PLAN WITH BYLAW FILED 62959, BLOCK 4, DISTRICT LOT 202, GROUP 1 NEW WESTMINSTER DISTRICT PLAN 55; PID: 011-459-492

(the Land)

- 3. The following Zoning Bylaw regulation is varied under section 490(1)(a) of the *Local Government Act*:
 - a) section 6.3.1, by reducing the minimum required parking ratio for Dwelling Units with two (2) or more bedrooms from 1.5 to 1.25 spaces/unit, with a maximum requirement of 210 parking spaces; and
 - b) section 9.9.3(f), by reducing the minimum rear yard setback from 4.5m to 3.66m.
- 4. The following requirement is hereby imposed under section 490(1)(c) of the *Local Government Act*:
 - a) substantial construction shall commence within two (2) years of the date of the Council resolution authorizing issuance of this Development Permit or the Permit will lapse.
- 5. The following requirements are hereby imposed under sections 489(b), 490(2), and 491(2), (4), (7), and (8) of the *Local Government Act*:
 - a) the site shall be developed in accordance with the attached plans and documents:
 - Site and Architectural Plans: A-0.1 to A-0.3, A-1.1 to A-1.3, A-2.0 to A-2.10, A-3.0 to A-3.2, A-4.0 to A-4.3, A-5.0 to A-5.5, A-6.01 to A-6.03, A7.0, and A-8.0, dated Rev. 7, June 23, 2020, prepared by Gateway Architecture Inc. on file with the City of Port Moody, marked ACCEPTED FOR DEVELOPMENT PERMIT PURPOSES, ________, 2021, attached as Schedule A, and any amendments thereto subsequently approved by the City; and
 - Landscaping Plans: L1.0, L1.2, L1.3, L1.4, L1.5, L2.0, L3.0, L4.0, L4.1, L5.0, L5.1, L5.2, LSK1.0, and LSK1.1, dated Rev. 9, June 30, 2020, prepared by P + A Landscape Architecture and Site Planning on file with the City of Port Moody, marked ACCEPTED FOR DEVELOPMENT PERMIT PURPOSES,

_____, 2021, attached as Schedule B, amended to address the following requirements:

- i. the provision of a Planting Plan demonstrating an overall net ecological gain in the on-site ESA area, including monitoring and maintenance requirements;
- ii. a reduction in the plant species that may attract bears;
- iii. details for a post and rail fence to be installed along the western boundary of the ESA area;
- iv. a review of the location of the waste collection area to protect the trees along the top of the slope;
- *v.* compliance with the City's *'Interim Standards for Landscaping on City Boulevards';*

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- vi. the provision of boulevard cross-sections indicating plantings, soil depth, planting hole preparation requirements and tree planting conditions;
- vii. the replacement of Acer Marcrophyllum within the St. George Street boulevard with a more appropriate species;
- viii. a reduction in the number of on-site trees in the Acer genus and replacement with other appropriate species to address the need for plant diversity;
- ix. the incorporation of rain garden/swale features as a replacement for the function of the St. Andrews Street ditch to be eliminated;
- x. the provision of plans for the improvements to the existing stairs/trail from St. George Street, including:
 - structural improvements to the cribbed stairs and the realignment of the stairs further away from the top of bank;
 - trail drainage and erosion control; and
 - the replanting of decommissioned or unauthorized trails along the City's road right-of-way on the bank to the east of the site;
- xi. the removal of invasives along the crest and slope of the trail to stabilize the bank and prevent soils from entering the creek; and
- xii. the addition of the following notes to the plans:
 - an indication that all boulevard tree plantings are to be confirmed by the City's Urban Forestry Department at <u>urbanforestry@portmoody.ca</u> prior to planting; and
 - all on-site planting must meet the BCSLA standards and well as the recommendation in the Chines ISMP and include a minimum growing medium of a minimum of 300mm;

and any amendments thereto subsequently approved by the City; and

- b) notwithstanding any other provisions of this Permit, no works shall be performed upon the Land, nor shall any building or structure be erected, constructed, repaired, renovated, or sited that is not strictly in accordance with all terms and conditions of this Permit.
- 6. Prior to the issuance of any demolition permit, as a condition of this Development Permit, the following shall be provided to the City of Port Moody for acceptance:
 - a) revised landscape plans in accordance with section 5(a)(2);
 - b) a Knotweed Management Plan;
 - c) a revised Tree Management Plan, including a windfirm analysis, which establishes all Tree Protection Zones and tree protection fencing to protect the trees to be retained adjacent to and, on the bank and identifies the trees to be removed under a Tree Removal Permit, to the satisfaction of the City's Urban Forestry Technician
 - d) a stormwater management plan;
 - e) an erosion and sediment control plan;

- f) a construction dust abatement plan;
- g) a construction waste recycling plan; and
- h) a construction impact management plan.
- 7. Prior to the issuance of any building permit, including excavation permits, as conditions of this Development Permit, the following shall be provided to the City of Port Moody for acceptance:
 - a) final landscape cost estimates for all on- and off-site landscape works based on the accepted landscape plans;
 - b) provision of on- and off-site landscaping security deposits and inspection fees based on the final accepted cost estimates;
 - c) finalized civil engineering plans;
 - d) an executed Engineering Servicing Agreement;
 - e) a plan of subdivision consolidating the subject properties and the closed St. Andrews Street road allowance and providing for the dedication of the land for the Clarke Road and St. Johns Street road improvements;
 - f) a registered geotechnical covenant;
 - g) a registered Housing Agreement covenant to establish the provisions for the Rent-To-Own program and ensure that the owner or a future strata council does not enact bylaws or regulations prohibiting any owner from operating a home-based business in accordance with the applicable Zoning Bylaw regulations;
 - h) a signed car share agreement between the developer and Modo Car Share; and
 - i) a Transportation Demand Management covenant to ensure that the accepted measures to offset the parking variance are implemented.
- 8. The following requirements are hereby imposed under sections 502(1), 502(2), and 502(3) of the *Local Government Act*:
 - a) a security deposit (the Security) shall be provided for all on-site and off-site landscaping in accordance with the approved cost estimates. The Security, in the form of a letter of credit, shall be made out to the City and shall be provided prior to issuance of a building permit for the proposed development on the Land to ensure that the development is carried out in accordance with the terms and conditions set out herein. If, for any reason, the Permit holder neglects or otherwise fails to complete the works within two (2) years of the date of issuance of this Development Permit, the City may, in is sole discretion, provided it has given the Developer seven (7) days' written notice, complete the works or any portion thereof, and all costs incurred in so doing shall be deducted by the City from the amount of the Security, and on final completion, to the satisfaction of the City as evidenced by the issuance of a Certificate of Completion, the City shall thereafter refund the remainder of the monies, except for ten (10) percent of the monies, which shall be released after the maintenance period lasting one (1) year from the date of completion for the landscaping;

- b) portions of the Security may be returned to the Developer, or reduced, as stages of the works are completed, to the satisfaction of, and at the sole discretion of, the City's General Manager of Planning and Development; and
- c) as a condition of issuance of this Development Permit, the Developer shall pay to the City an on-site landscaping review fee of two (2) percent of the cost of the on-site landscaping and four (4) percent of the cost of the off-site landscaping, to be paid by cash or certified cheque.
- 9. The works and services required in accordance with the Engineering Servicing Agreement are to be completed in compliance with the requirements of City of Port Moody Works and Services Bylaw, No. 1789, 1986 and City of Port Moody Subdivision and Development Servicing Bylaw, 2010, No. 2831.

AUTHORIZED BY COUNCIL RESOLUTION passed on the ____day of _____, 2021.

CITY OF PORT MOODY, by its authorized signatories:

R. Vagramov, Mayor

D. Shermer, Corporate Officer

Schedule A to Development Permit No. 2018-138

STATISTICS CIVIC ADDRESS:

LOTS

EXCEPT:

LOT 16+17+18

3+4+5+6

DOW AREA

SITE AREA

TOTAL

ST. ANDREWS STREET

2002, 2006, 2010, 2014 ST. GEORGE STREET

EXISTING REZONING:

PROPOSED ZONING:

TOTAL FLOOR AREA

(EXISTING HOMES ON S.F. LOTS):

2009, 2005, 2003 ST. JOHNS STREET

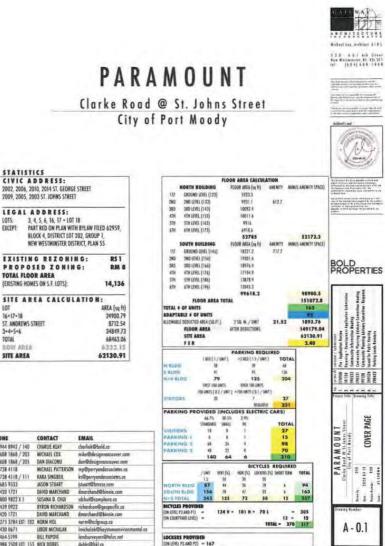
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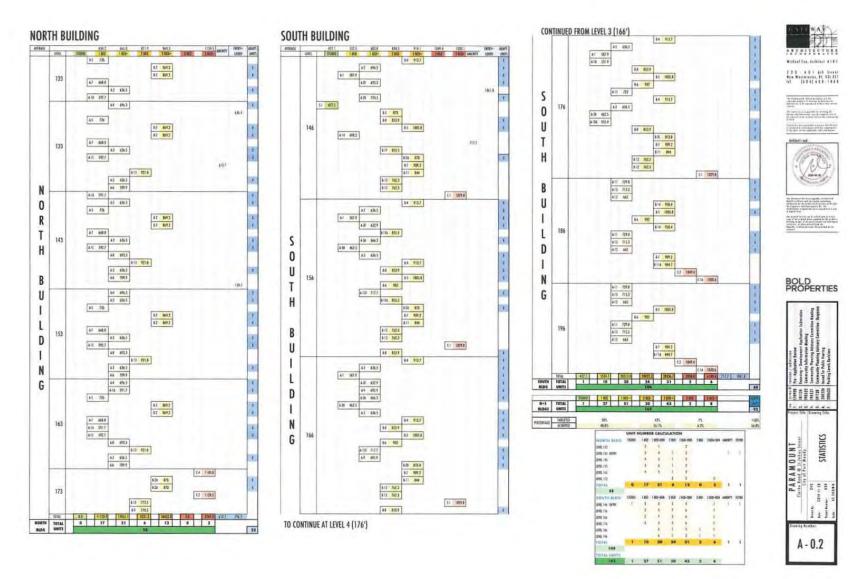


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A 01	COVER PAGE - STATISTICS / DRAWING LIST
	AREAS CALCULATION / FSR / UNITS / COVERAGE
A-0.3	
A-1.1	
A-1.7	SITE PHOTOS
4-13	SITE PLAN - SETBACKS + DIMENSIONS
A-2.0	FLOOR PLAN - LEVEL 113 - PARKING LEVEL 3
A-21	FLOOR PLAN : LEVEL 126/123 - N+5 BLDG - PARKING LEVEL 2
A-2.2	FLOOR PLAN : LEVEL 136/133 - N+S BLDG - PARKING LEVEL 1
	FLOOR PLAN - LEVEL 146 S BLDG = 143 N BLDG
4-24	FLOOR PLAN : LEVEL 156 S BLDG + 153 N BLDG
A-25	FLOOR PLAN : LEVEL 166 S BLDG + 163 N BLDG
A-2.6	FLOOR PLAN - LEVEL 176 S RIDG + 173 N RIDG
4-27	FLOOR PLAN : LEVEL 186 S BLDG
	FLOOR PLAN - LEVEL 196 S BLDG
4-2.9	FLOOR PLAN - LEVEL 206 - N+5 BLDG - ROOF
A-3.0	SOUTH BUILDING ELEVATIONS
A-3.1	NORTH + SOUTH BUILDINGS ELEVATIONS
A-3.2	NORTH BUILDING ELEVATIONS
A 4.0	BUILDING SECTION : 1-1
A-4.1	BUILDING SECTION : 2-2
A-4.2	BUILDING SECTION : 3-3
A 4.3	BUILDING SECTION : 4-4
	PERSPECTIVE VIEWS FROM N E
A-5.1	PERSPECTIVE VIEWS FROM N.W
A-5.2	PERSPECTIVE VIEWS FROM S.E
A-5.3	PERSPECTIVE VIEWS FROM S-W
A-5.4	PERSPECTIVE VIEWS FROM COURTYARD
A-5.5	PERSPECTIVE VIEWS ALONG ST. GEORGE STREET
A-6.01	SHADOW ANALYSIS MARCH
A-6.0.2	SHADOW ANALYSIS JUNE
A-6.0.3	SHADOW ANALYSIS SEPTEMBER
	MATERIAL BOARD
A 8.0	SURVEY PLAN

CONSULTANT LIST		ADDRESS	CITY	PROVINCE	POSTAL	PHONE	CONTACT	EMAIL
- DEVELOPER	BOLD PROPERTIES INC.	600 - 688 WEST HASTINGS	VANCOUVER.	JC DE	V68 1P1	604 944 8942 / 140	CHARLIE KEAY	chorliek@bold.ca
ARCHITECT	GATEWAY ARCHITECTURE INC.	220-601 ATH STREET	NEW WESTMINISTER	BC	V3L 3CT	604 608 1868 / 203 604 608 1868 / 205	MICHAEL COX DAN DIACONU	mike@designvancouver.com dan@designvancouver.com
LANDSCAPE ARCHITECT	PERRY AND ASSOCIATES	112 EAST BROADWAY	VANCOUVER	BC	V5T 1V9	604 738 4118 604 738 4118 / 111	MICHAEL PATTERSON KARA SINGBEIL	mp@perryandassociates.ca ks@perryandassociates.ca
 STRUCTURAL ENGINEER 	EMZ STRUCTURAL ENGINEERS	708-609 WEST HASTINGS STREET	VANCOUVER	BC	¥68.4W4	604 685 9533	JASON STUART	istuart@bmzse.com
CIVIL ENGINEER	BINNIE & ASSOCIATES	# 300 4940 CANADA WAY	BURNABY	BC	V56 4H7	604 420 1721	DAVID MARCHAND	dmarchand@binnie.com
CODE CONSULTANT	CAMPHORA ENGINEERING	2479 KINGSWAY	VANCOUVER	80	V58 5G8	6D4 800 9822 X 1	SUSANA D. CHUI	sdehui@comphoro.co
 GEOLOGICAL CONSULTANT 	GEO PACIFIC CONSULTANTS	1779 WEST 75TH AVENUE	VANCOUVER	BC	V6P 6P2	604 439 0922	BYRON RICHARDSON	richardson@geopocific.co
+ TRAFFIC	BINNIE & ASSOCIATES	# 300 4940 CANADA WAY	BURNAEY	80	V5G 4H7	604 420 1721	DAVID MARCHAND	dmarchand@binnie.com
+ ARBORIST	ARBORTECH CONSULTING	#145 12051 HORSESHOE WAY	RICHMOND	BC	¥7A 4¥4	604 275 3784 EXT: 102	NORM HOL	narm@acigroup.ca
· ENVIRONMENTAL	KEYSTONE ENVIRONMENTAL	# 320 4400 DOMINION STREET	BURNASY	BC	V56 463	604 430 0671	LIBOR MICHALAK	Inicholok@keystonnenvironmentol c
+ SURVEY	PAPOVE	# 1120 WESTWOOD STREET	COQUITLAM	BC .	¥38 454	604-464-5199	BILL PAPOVE	landserveyors@telus.net
· ACOUSTIC	BKL	1200 LYNN VALLEY ROAD	NORTH VANCOUVER	BC	V73 242	604 988 2508 EXT: 153	NICK DOBBS	dobbs@bbl.cs







Schedule A to Development Permit No. 2018-138

LOCATION PLAN







The site is located in the West side of Port Moody, on the South-Eastern corner of the intersection of St. Johns Street and Clarke Road.

7 lots and a proposed to be decomissioned street (S1. Andrews Street) have been assembled tagether for this site.





BOLD

recent / selectors 14 - Application Professors Landing - Devictorient Application Sciencing Landing Advention Mandra	annualis Pareira Adriary Canantine. August amurite Parairy Adriary Canantine. August and for Parlie Anning adrig Cardi Rovine
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PARAMOUNT	SITE LOCATION PLAN
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Distance &	alii -].]

Schedule A to Development Permit No. 2018-138

SITE PHOTOS

CURRENT USE

Single family lots.



CORNER OF CLARKE ROAD AND ST. JOHNS STREET - LOOKING TOWARDS NORTH-EAST



CORNER OF CLARKE ROAD AND ST. JOHNS STREET - LOOKING TOWARDS EAST





Nichael Con, derftetart & 18 C 7 2 8 - 4 2 1 818 10040 Res Weitminster, 20 722 201 101 (6 8 4) 4 2 2 - 18 4 3





CORNER OF CLARKE ROAD AND ST. JOHNS STREET - LOOKING TOWARDS SOUTH WES



ST. ANDREWS STREET CLOSE TO CLARKE ROAD - LOOKING TOWARDS EAST



ST. GEORGE STREET - LOOKING TOWARDS EAST



CLARKE ROAD AND ST. ANDREWS STREET - LOOKING TOWARDS NORTH

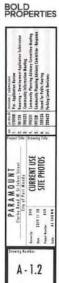


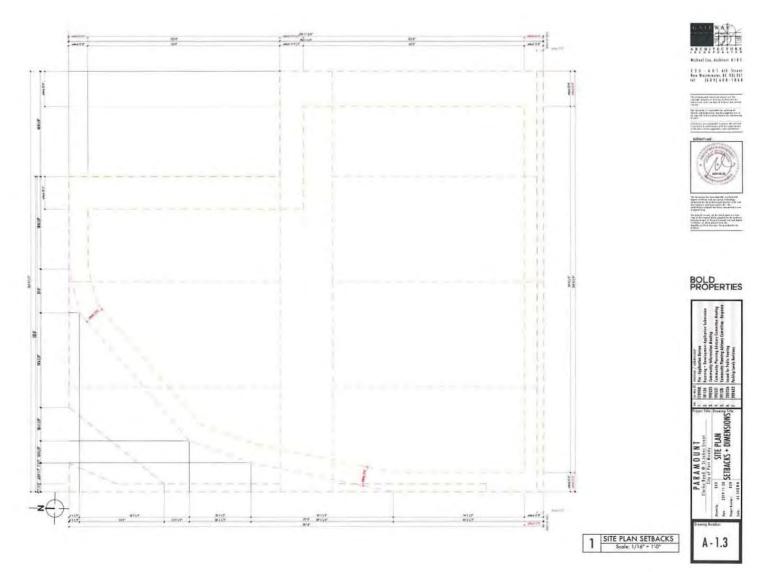
ST. GEORGE STREET - LOOKING TOWARDS WEST





INTERSECTION OF ST. GEORGE STREET AND SEAFORTH WAY - LOOKING TOWARDS EAST









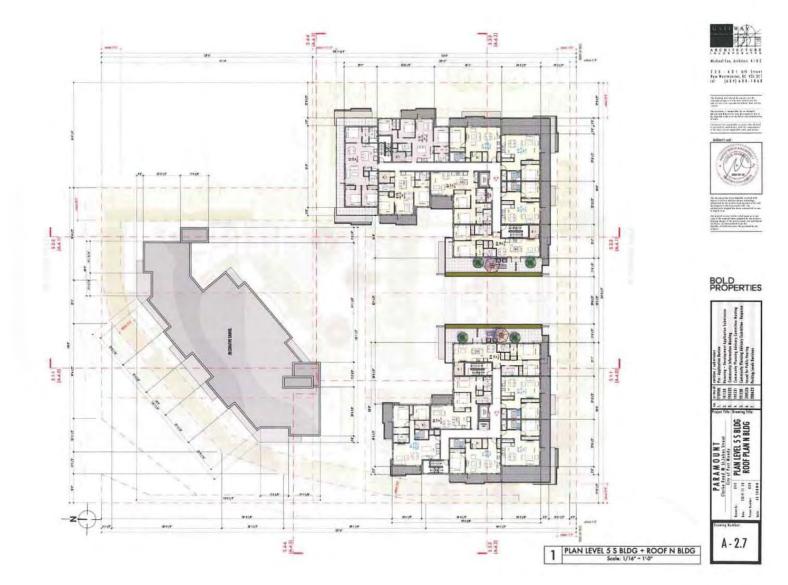






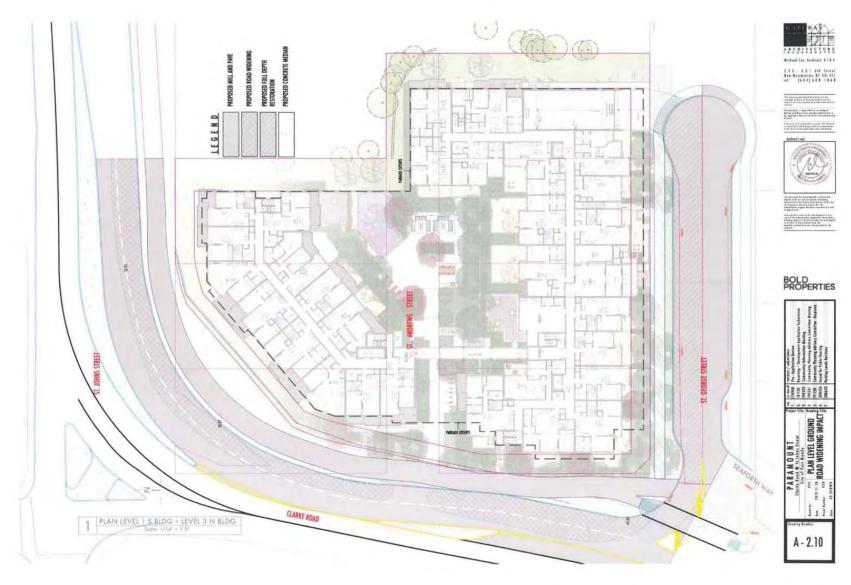






















Schedule A to Development Permit No. 2018-138

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SECTION 3-3

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Schedule A to Development Permit No. 2018-138

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Schedule A to Development Permit No. 2018-138

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FROM N-E

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Schedule A to Development Permit No. 2018-138



N + 5 BUILDINGS VIEWS FROM N-W

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Schedule A to Development Permit No. 2018-138





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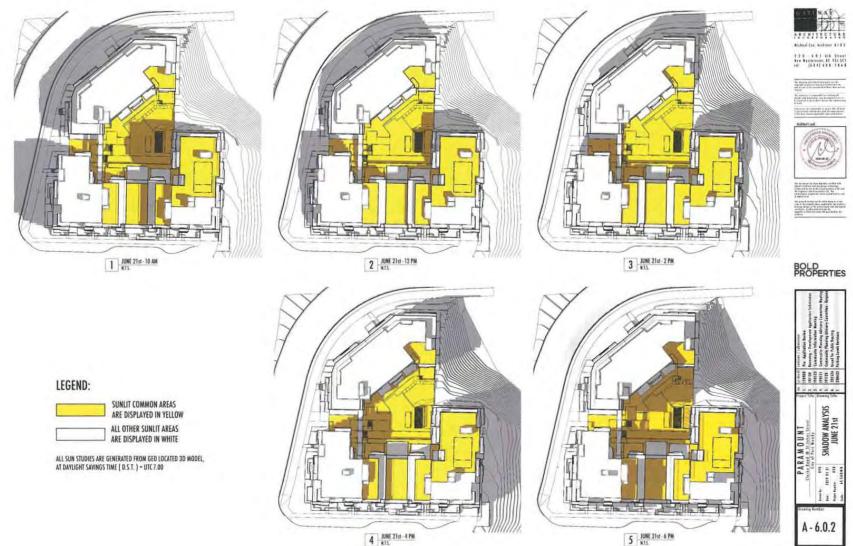


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Schedule A to Development Permit No. 2018-138



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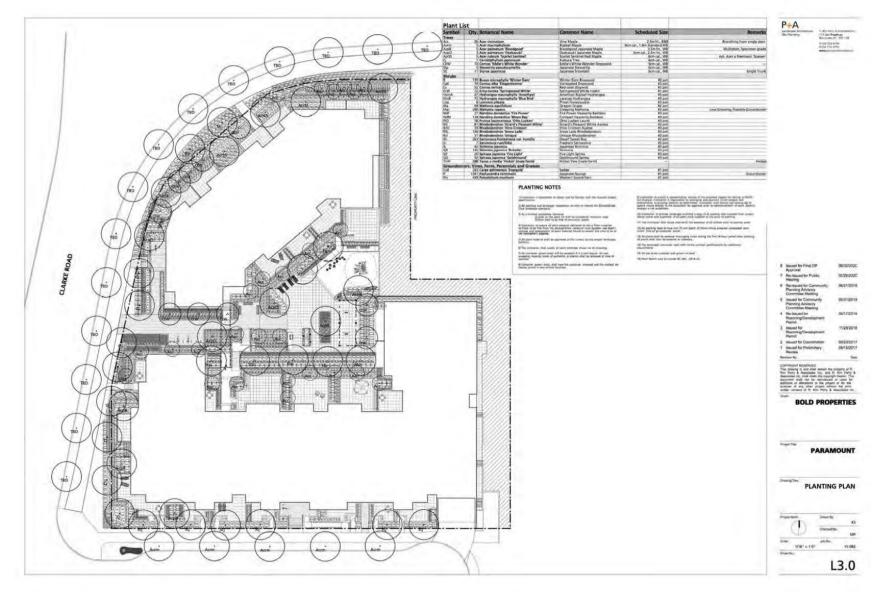






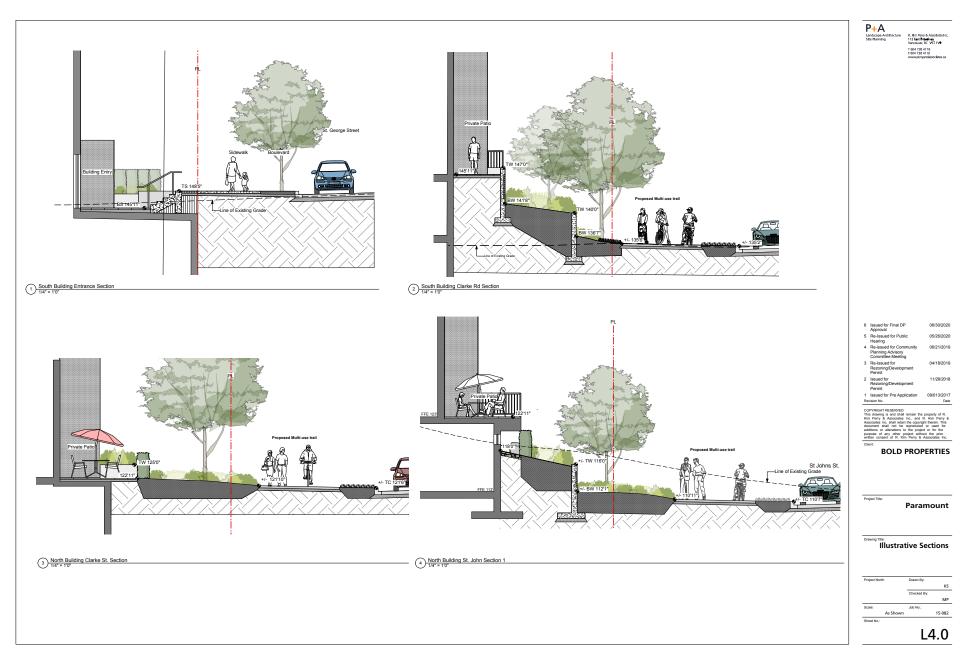


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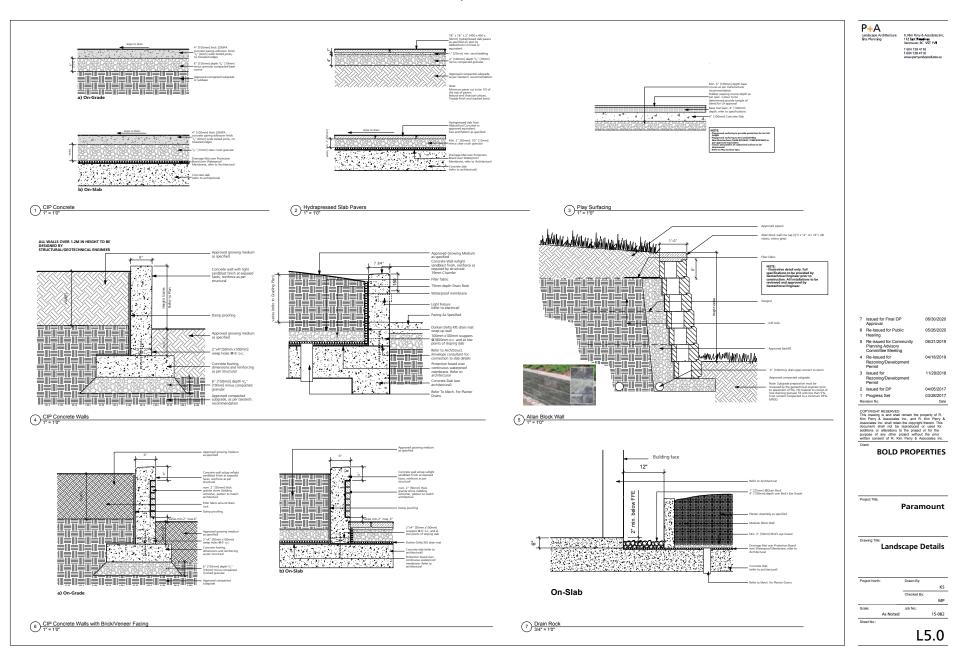


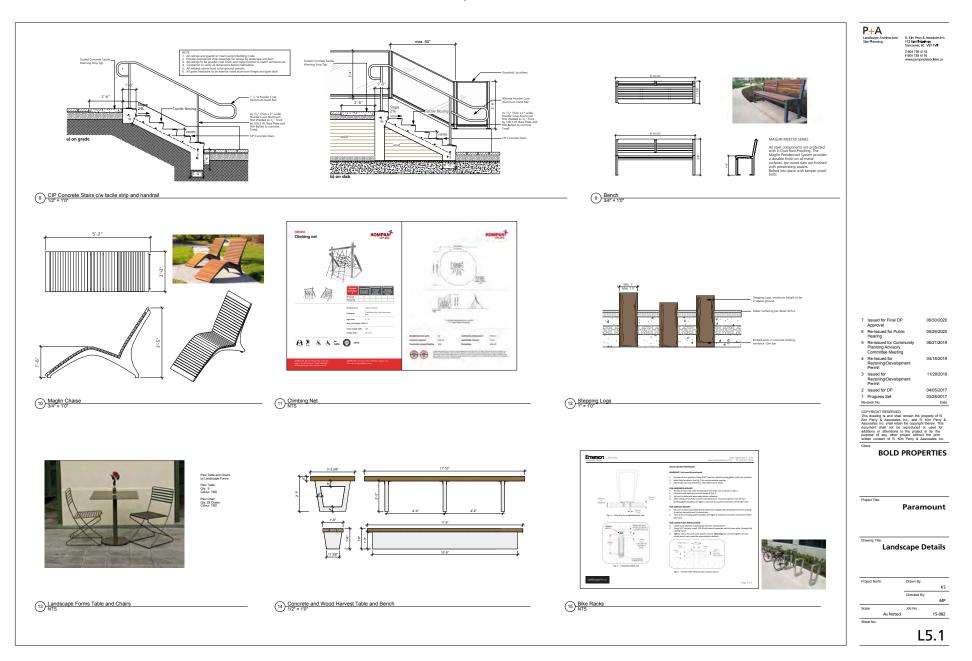


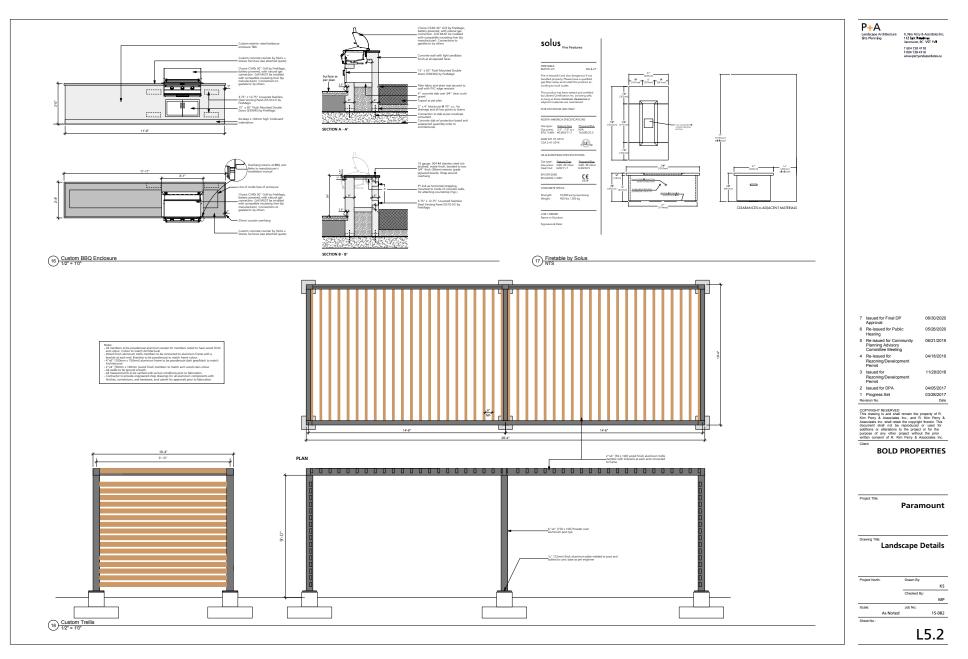












143

Multi-Family Sustainability Report Card

Purpose

The Sustainability Report Card recognizes that developers, builders, designers, and others proposing changes to the built environment have an important role in creating a sustainable community. Sustainability involves stewardship of land and environmental resources, as well as green building and a focus on design elements that bring people together and help communities flourish economically, socially, and culturally. Port Moody encourages innovative thinking in community design to achieve a more sustainable community.

To this end, the Report Card is a requirement for rezoning, development permit, and heritage alteration permit applications. The Report Card identifies performance measures based on community sustainability values: these measures are used to evaluate development proposals. The Report Card is intended to be a summary of overall project sustainability. It is a tool to be integrated with all other development approval requirements.

Process

There are six steps to follow in completing the Sustainability Report Card process:

- 1. Make a development inquiry to Development Services regarding your proposed rezoning, development permit, or heritage alteration permit. Staff will provide you with a hard copy of the Sustainability Report Card and provide a weblink to **portmoody.ca/SRC** where you can find a fillable PDF version of the Report Card.
- 2. Attend a pre-application meeting with City staff to discuss your proposal. The Planner will determine if the Sustainability Report Card is a document that must be submitted with your application.
- 3. If required, complete a Report Card by filling in the appropriate information that applies to your particular application and submit the completed Report Card (saved version of online fillable PDF or hard copy) to the appropriate City staff (sustainabilityreportcard@portmoody.ca or deliver to City Hall Planning Department at 100 Newport Drive), along with a completed land use application.
- 4. The Planner will review the Report Card for completeness and accuracy and forward to staff in various departments for feedback. The Planner will determine your preliminary score and discuss the results of the staff review with you. You will then have an opportunity to improve your score with respect to the sustainability of your proposal and resubmit an updated Report Card.
- 5. The Planner will make comments, determine your final score, and prepare the Project Report Card Summary. The Summary will be included in the land use reports that are distributed to the Advisory Design Panel, Community Planning Advisory Committee, and Council.
- 6. If your application is approved by Council, your final Report Card is maintained in the development file and a copy is provided to the City's Building Division.

Instructions

- Your Report Card must contain sufficient detail to ensure each measure can be evaluated. To do this, make reference to the appropriate plans, drawings, and reports that demonstrate how the performance measure is met.
- The relevance of the questions will depend on the nature and scope of your project, so not all questions will be applicable to all projects.
- Some measures are marked 'EARLY STAGE'. This indicates that these measures must be considered in the design phase as it is unlikely they can be added to a proposal later on.

Italicized words are in the Glossary at the back of this document.

- Similarly, some measures are marked 'BASELINE'. Although the Report Card is not a pass or fail test of development applications, it does set a minimum score to indicate the City's minimum expectations. Items labelled 'BASELINE' count toward a minimum score as they are considered to be low cost and readily achievable.
- Italicized terms are defined in the Glossary at the end of the Report Card document.
- Refer to the Resources section for links to Internet resources relevant to measures in the Report Card.

Scoring

- Performance measures are assigned weighted scores from 1 to 10 to indicate their significance based on: (1) level of difficulty to integrate into project design; (2) order-of-magnitude cost added to the project; (3) degree of effectiveness for increasing the overall project sustainability; (4) identified community priority in the Official Community Plan; and (5) level of urgency for Port Moody in terms of achieving community sustainability goals.
- City staff score the completed Report Card based on the principle of best achievable on each site for each performance measure. Where possible, points for achieving various means are indicated. In other cases, the number of means to achieve a performance measure may exceed the total points possible for an item. In this case, the Planner will make a fair assessment of the project's performance for this measure with respect to the conditions of the site as a percentage and translate this to the possible score.
- Only whole number scores will be assigned. This will be achieved by rounding to the nearest whole number. For example, if overall performance for a measure is deemed to be about 80 per cent and the possible score is out of 4, then a score of 3 points out of 4 will be assigned.
- The Report Card is an iterative process with the applicant. The applicant has an opportunity to comment and make changes to their proposal before the scores are considered final and shared with public advisory bodies and Council.
- Additional space is provided for the applicant to address innovations and constraints not captured elsewhere in the Report Card. These items are not scored, but are given specific mention on the Project Report Card Summary.
- Staff will review your completed Report Card and provide feedback before your project is scored to give you the opportunity to achieve the highest score possible.

Monitoring

In general, the information required from the applicant for the Sustainability Report Card is similar to the kind of information required for a typical development application. However, to ensure accountability, you can expect the City to request additional information, such as: photos of installed systems or products, design drawings, professional reports, copies of receipts, or other records that can be used to verify the implementation of the selected sustainability measures. We encourage you to provide as much information as possible to assist City staff in their review of your development proposal.

Public Information

The public may request a review of any completed Report Card related to a development application. Copies of the Report Card are maintained by the Planning Division. The Development Services Department makes Report Cards available following completion of the project.

Property and Applicant Information

Applicant		Telephone		Email
BP (New Barne	et) LP	604.944.8942		tylert@bold.ca
Registered Own	er	Project Address		
BOLD PROPERTIES (NEW BARNET) N 2002, 2006, 2010, 2014 St. George St & 2003, 2005, 2009 St. Johns St				
Proposed Use				
Multi-family residential				
Total Floorspace	14,192			

CULTURAL SUSTAINABILITY SECTION How will the ¹⁴⁵ project contribute to Port Moody's status as 'City of the Arts'?

Arts

C1

Performance Measure Description and Scoring

Project includes public art in publicly accessible or publicly owned space (3 points, +1 bonus point if a Public Art Consultant is used). **OR** Project provides an in lieu financial contribution to the City's Public Art Reserve Fund (3 points).

See links in Resources under "Examples of Good Public Art".

Applicant Explanation and Reference to Plans, Drawings, and Reports

If yes , describe:	Staff Comments
Project provides an in lieu financial contribution to the City's Public Art Reserve Fund.	
Public Art Consultant:	
Plan reference:	
	Bonus Score /1 Score 3/3

CULTURAL SUSTAINABILITY SECTION How will the project contribute to Port Moody's status as 'City of the Arts'?

Arts

Performance Measure Description and Scoring

C2 Project supports Port Moody's desire to be a "City of the Arts" by integrating artistic design into the site or building form or functionality (2 points).

Examples:

- Creative stormwater management features.
- Creative interaction of the project with the public.
- Artistic panels in entry foyer.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Describe:	Staff Comments
an artisitc use of colour on the building forms to highlight the composition of architectural elements	response does not address intent of the measure
Plan reference:	

Score 0 /

CULTURAL SUSTAINABILITY SECTION How will the ¹⁴⁶ project contribute to Port Moody's status as 'City of the Arts'?

Heritage

Performance Measure Description and Scoring

C3 Project includes reusing an existing heritage structure with heritage value through *heritage restoration* or *heritage rehabilitation* (4 points).

Where the preservation of a heritage structure in its original location cannot be accommodated, this may include re-location.

See Standards and Guidelines for the Conservation of Historic Places in Canada: historicplaces.ca

Applicant Explanation and Reference to Plans, Drawings, and Reports

Describe:	Staff Comments
N/A	
Plan reference:	

Score N/A /4

CULTURAL SUSTAINABILITY SECTION How will the project contribute to Port Moody's status as 'City of the Arts'?

Heritage

Performance Measure Description and Scoring

C4 Project includes a *statement of significance* prepared by a heritage conservation specialist where potential heritage value is observed (2 points). Where warranted, project includes a heritage conservation plan prepared by a heritage conservation professional (+2 bonus points, where applicable).

See Standards and Guidelines for the Conservation of Historic Places in Canada: historicplaces.ca

Applicant Explanation and Reference to Plans, Drawings, and Reports

Report title:	Staff Comments
N/A	the existing homes have no identifiable heritage elements
Heritage Consultant:	
	Bonus Score /2 Score N/A /2

CULTURAL SUSTAINABILITY SECTION How will the

How will the project contribute to Port Moody's status as 'City of the Arts'?

Heritage

Performance Measure Description and Scoring

C5 Project salvages materials or artefacts from a historic place, or reuses materials or artefacts from architectural/landscape salvage in a manner which supports the authenticity of the site's *character-defining elements*.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details:	Staff Comments
N/A	The site is not situated in a heritage character or heritage conservation area
Plan reference:	

Score N/A /3

CULTURAL SUSTAINABILITY SECTION How will the project contribute to Port Moody's status as 'City of the Arts'?

Arts

Performance Measure Description and Scoring

C6 Project designates space for the arts or creative enterprise to be retained for the lifetime of the project.

Ex. artist studio, gallery space, dance studio, indoor/outdoor theatre, live-work units, plaza, etc.

Applicant Explanation and Reference to Plans, Drawings, and Reports

0 motore ² /0 foot ²	Staff Comments
0 meters ² /0 feet ²	the project is a residential-only multi-family
Description of space:	building
N/A	

Score N/A /4

EARLY STAGE

CULTURAL SUSTAINABILITY SECTION

N How will the project contribute to Port Moody's status as 'City of the Arts'?

Complete Community Elements

Performance Measure Description and Scoring

C7 Project improves the *streetscape* beyond minimum City requirements by integrating lasting creative elements and demonstrating effort to optimize the project's *beautification* impact.

Examples:

- Restores the frontage of an existing building in Historic Moody Centre.
- Proposes artistic paving treatments in the public realm.
- Adds creativity to functional elements of the *streetscape*.
- Benches, bike rack, planter, lighting, etc. upgrades.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details:	Staff Comments
As a result of this project the Clarke Road and St. Johns Street frontages will be redesigned to provide for a safer vehicular, pedestrian and cyclist environment. This will be accommodated through the widening of the vehicular intersection and the provision of a treed boulevard and a multipurpose trail adjacent to the road and the project. Layered plantings along the street frontages will provide a colourful layered landscape providing interest through the seasons.	opportunities to add an artistic element to the public sidewalks can be investigated with Engineering as part of the detailed civil drawing review through the Engineering services Agreement process

Score 0 /2

CULTURAL SUSTAINABILITY SECTION How will the project contribute to Port Moody's status as 'City of the Arts'?

Heritage

Performance Measure Description and Scoring

C8 Project will apply to be added to the City's Heritage Register.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Yes No N/A	Staff Comments
Details:	
N/A	

Score N/A /3

CULTURAL SUSTAINABILITY SECTION How will the ¹⁴⁹ project contribute to Port Moody's status as 'City of the Arts'?

Innovation

Performance Measure Description and Scoring

C9 Cultural sustainability aspects not captured above.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Staff Comments

CULTURAL SUSTAINABILITY SECTION How will the project contribute to Port Moody's status as 'City of the Arts'?

Constraints

Performance Measure Description and Scoring

C10 Unique site aspects that limit cultural sustainability achievement.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Staff Comments
Text	

Cultural Sustainability Score Summary

	Score	
Total Cultural Pillar Points (Total Points Available – Not Including Bonus Points)	23	
Total Cultural Points Not Applicable (Total Points for Items Not Relevant to this Application)	Total	
Maximum Achievable Score (Total Cultural Pillar Points Minus Total Cultural Points Not Applicable)	7 Maximum	
Cultural Pillar Minimum Score (Sum of Applicable Baseline Items)	3 Cultural Baseline	
Total Points Achieved (Total Points Achieved for Applicable Items for this Application)	4 Total Cultural Points	
Cultural Pillar Score (Total Points Achieved/Maximum Achievable Score)	4 / 7 57 Total Cultural Max Perce	ent %

ECONOMIC SUSTAINABILITY SECTION How will the p^{50} roject contribute to a stronger local economy?

Land Use/Employment

Performance Measure Description and Scoring

EC1 Supports walking to shops and services by improving the circulation and connectivity of the site to the retail shops and services of the relevant neighbourhood centre.

See Map 1: Overall Land Use in the City's Official Community Plan: Map 1: Overall Land Use Plan

Applicant Explanation and Reference to Plans, Drawings, and Reports

Existing:	Staff Comments
Use(s):	in addition to constructing the improvements to
6 single family homes, 1 vacant lot.	Clarke Road including improved cycling infrastructure, the applicant will reconstruct the existing trail connection from St. George Street to Port Moody Secondary
Number of jobs on-site relating to this use in operation:	
0	
Proposed:	
Use(s):	
162 condominium homes.	
Number of jobs estimate:	
Assumptions:	

Score 3 /3

ECONOMIC SUSTAINABILITY SECTION *How will the project contribute to a stronger local economy?*

Land Use

Performance Measure Description and Scoring

EC2 Provides more intensive use of land to the allowable housing density that supports local businesses.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Describe the diversification and how it is appropriate to this particular location:	Staff Comments
The project proposes 162 homes, current use accommodates 6 homes. Local businesses of Moody Centre are within walking distance and are accessible via public transit.	

Score 1

/1

ECONOMIC SUSTAINABILITY SECTION How will the $\frac{5}{p}$ roject contribute to a stronger local economy?

Land Use/Employment

Performance Measure Description and Scoring

EC3 Results in net increase in the City's property tax base.

See Map 1: Overall Land Use in the City's Official Community Plan: Map 1: Overall Land Use Plan

Applicant Explanation and Reference to Plans, Drawings, and Reports

Existing:	Staff Comments
Building type: Single-detached residential	
FSR: 0.13	
Proposed:	
Building type: 162 condominium homes	
FSR: 2.40	

Score 3 /3

ECONOMIC SUSTAINABILITY SECTION How will the project contribute to a stronger local economy?

Land Use

Performance Measure Description and Scoring

EC4 Project redevelops and rehabilitates a *brownfield* site.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Describe:	Staff Comments
The proposed new housing will support existing and proposed future businesses by adding demand for local goods and	The development site is not a brownfield site.
services. Rezoning to a higher density significantly increases the tax base.	The applicant's response is more suited to EC3 measure above.
	ineasure above.

Score N/A /3

ECONOMIC SUSTAINABILITY SECTION How will the ⁵*Project contribute to a stronger local economy?*

Innovation

Performance Measure Description and Scoring

EC5 Economic sustainability aspects not captured above.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Staff Comments

ECONOMIC SUSTAINABILITY SECTION How will the project contribute to a stronger local economy?

Constraints

Performance Measure Description and Scoring

EC6 Unique site aspects that limit economic sustainability achievement.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Staff Comments
Due to site access, grades, it is not an ideal site for commercial uses. Refer to letter from commercial brokerage firm.

Economic Sustainability Score Summary



ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Site Context | Ecology

Performance Measure Description and Scoring

EN1 Project protects and enhances an Environmentally Sensitive Area (ESA) as designated on Map 13 in the City's Official Community Plan, i.e. provides positive net benefit.

See Map 13: Environmentally Sensitive Areas and Appendix 2: Development Permit Area Guidelines in the Official Community Plan.

Applicant Explanation and Reference to Plans, Drawings, and Reports

The ESA habitat long the eastern slope of the Site boundary consisted of disturbed mature mixed wood forest located on a steep slope. Understory vegetation was sparse and comprised primarily of exotic and invasive Himalayan blackberry, English ivy, and English holly. Habitat within the ESA above the top of bank has been cleared for residential use. Wildlife use in this area is anticipated to be limited to	nay be required to protect trees etention and minimize disturbance on nin the property
Features/Species of Value: The ESA habitat long the eastern slope of the Site boundary consisted of disturbed mature mixed wood forest located on a steep slope. Understory vegetation was sparse and comprised primarily of exotic and invasive Himalayan blackberry, English ivy, and English holly. Habitat within the ESA above the top of bank has been cleared for residential use. Wildlife use in this area is anticipated to be limited to	etention and minimize disturbance on
Means of Protection: Covenant Dedication Monitoring Other: Municipal Regulation Setback	
Means of Improvement of ESA: Edge of ESA 8 will be revegetated with native trees and shrubs in accordance with municipal and provincial standards as part of a planting plan.	

Score | 4 | /4

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Site Context | Ecology

Performance Measure Description and Scoring

EN2 Project provides bird-friendly development through landscaping that provides habitat to native species and building design that reduces bird collisions.

See Vancouver Bird Strategy

Applicant Explanation and Reference to Plans, Drawings, and Reports

List all elements that reduce the impact that urbanization has on birds for this project:	Staff Comments		
Landscape plans include areas for habitat and food sources for birds and insects (through berries and pollen / nectar sources). Riparian area of creeks will retain setbacks and the ESA No.8 will be revegetated to provide habitat and berries for birds in the area. Site will incorporate the Vancouver Bird Strategy "For the Birds Bird Friendly Tips!." It will incorporate where possible the Strategy's "Bird Friendly Design Guidelines - Considerations for Development Permit".			
	Score	3	/3

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Site Context | Ecology

Performance Measure Description and Scoring

EN3 Design of outdoor lighting minimizes the harmful effects of *light pollution* with technology that ensures lighting is:

- Only on when needed
- Only lights the area that needs it
- No brighter than necessary
- Minimizes blue light emissions
- Fully shielded (pointing downward)

See International Dark Sky Association for Dark Sky Friendly Lighting.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Describe the lighting plan for the site and its dark sky friendly features:	Staff Comments
Landscape lighting would be kept minimal, but sufficient to provide for safety and wayfinding. All fixtures would be full cut-off style to focus lighting and minimize spill-over or glare from fixtures.	

Score 3 /3

ENVIRONMENTAL SUSTAINABILITY SECTION How well⁵⁵ does the project minimize the demands on the environment?

Site | Air Quality – Alternative Transportation

Performance Measure Description and Scoring

EN4 Project provides alternative transportation facilities for user groups of each land use type, which contributes to reducing Greenhouse Gas Emissions from this development.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Check all that apply:	Staff Comments
Short-Term Bicycle parking	The project complies with the bicycle parking and
Long-Term Bicycle parking	EV parking requirements in the Zoning Bylaw.
End-of-Trip Bicycle Facilities:	To support the request for the parking variance, the developer is proposing to add in bike facilities within the underground parkade for resident use
Bike share and assigned parking	
Co-op vehicle and assigned parking space provision	
<i>Electric Vehicle</i> plug-ins and designated spaces ¹	
Plan references: Drawing Set / Landscape Plans	

Score 2 /3

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Site | Air Quality – Alternative Transportation Performance Measure Description and Scoring

EN5 Project incorporates measures to support pedestrians and cyclists.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Check all that apply:	Staff Comments
Connects to existing pedestrian/cycling routes and priority	
destinations	
Improves local pedestrian routes, local bike networks/trails	
Safe, secure, accessible, and sustainable footpaths	
Pedestrian clearway sufficient to accommodate pedestrian flow	
Covered outdoor waiting areas, overhangs, or awnings	
✔ Pedestrian scale lighting	
Pedestrian/bike-only zones	
Other:	
Site circulation plan:	-
Other plan references: Drawing Set / Landscape Plans	
	Score 3 /3

1 See BC Hydro's Electric Vehicle Charging Infrastructure Deployment Guidelines.

BASELINE + EARLY STAGE

BASELINE + EARLY STAGE

ENVIRONMENTAL SUSTAINABILITY SECTION How w_{ell}^{15} does the project minimize the demands on the environment?

Building | Waste Storage Space

Performance Measure Description and Scoring

EN6 Project allocates sufficient and accessible recycling and garbage storage space in multi-family and commercial buildings and complexes compatible with City of Port Moody recycling, green waste, and garbage services.

Target 1: Metro Vancouver's Technical Specifications for Recycling and Garbage Amenities in Multi-family and Commercial Developments.

Target 2: Design provides safe and universally accessible access in a secure common area.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Total residential recycling, garbage, and green waste space proposed:	Staff Comments
Recycling: 79 m ²	To be confirmed at building permit stage
Garbage: m ²	
Green Waste: m ²	
Total commercial recycling, garbage, and green waste space proposed:	No commercial component in project
Recycling: m ²	
Garbage: m ²	
Green Waste: m ²	
Details regarding design for safety, security, and accessibility:	
Space for recycling, waste and organics storage has been allocat	
ed based on the recommendations of Waste Control Services Inc. See letter and drawing attached to submission. the 79m2 room a	
ccomodates all 3 types	

Score 2 /2

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Site | Sustainable Landscaping – Urban Forestry Performance Measure Description and Scoring

7 Project protects and enhances the *urban forest*, prioritizing native tree species.

See City of Port Moody Tree Protection Bylaw

Applicant Explanation and Reference to Plans, Drawings, and Reports

SA Pla

Score 3 /3

EN7

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Site | Sustainable Landscaping – Habitat Performance Measure Description and Scoring

EN8 Project preserves, enhances, and/or compensates for site ecology on site (4 points). Off-site compensation may be considered in some cases, in accordance with all other City regulations and supported by staff (3 points).

Compensation in the form of a financial contribution to the City toward approved public restoration, rehabilitation, or enhancement projects may be considered (2 points).

See City of Port Moody Naturescape Policy 13-6410-03.

See also Invasive Plant Council of BC

Applicant Explanation and Reference to Plans, Drawings, and Reports

Check all that apply:	Staff Comments
Salvage replanting	DP requires provision of an invasives management
Reduction to existing impervious area m ²	plan
Removal of invasive plant species	
Names:	
SA 8 and neighbouring perimeter areas will be enhanced through native tree and shrub plantings. All invasives at the Site and surrounding immediate environs will be eliminated of invasive species and revegetated with natives.	
Native/"naturescape" landscaping	
Watercourse daylighting	
Riparian area restoration	
Other measures taken to enhance habitat or to compensate for	
habitat loss:	
Many of the plant species selected for use on site are native plants to the region.	

Score 3 /4

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Site | Sustainable Landscaping – Stormwater

Performance Measure Description and Scoring

- EN9 Project provides for stormwater retention and evaporation, and groundwater protection in the site stormwater management plan. Targets:
 - 1. Stormwater retained on-site to the same level of annual volume allowable under pre-development conditions.
 - 2. Maximum allowable annual run-off volume is no more than 50% of the total average annual rainfall depth.
 - 3. Remove 80% of total suspended solids based on the post-development imperviousness.
 - (3 points if all three targets are achieved)

See link in References to Metro Vancouver's Stormwater Source Control Guidelines

Applicant Explanation and Reference to Plans, Drawings, and Reports

Target(s) reached: 1 2 3	Staff Comments
Means of achieving (check all that apply):	Actual target achieved will be determined at the building permit stage but based on available
Absorbent landscape	information, one point is given
Roof downspout disconnection	
Infiltration swales and/or trenches	
Sub-surface chambers/detention tanks	
Rain gardens with native plantings	
Rainwater harvesting	
Tree well structures	
Green roof/wall	
Water quality structures	
Pervious paving	
Daylighted streams	
Constructed wetlands	
Other:	
Native species use for development	
References to plans and documents:	1
Refer to environmental planting plans, landscape, and civil plans	
	·

Score 1 /3

BASELIN

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Site | Sustainable Landscaping – Water Conservation Performance Measure Description and Scoring

- EN10 Project reduces potable water use for irrigation.
 - 2 points = 5 actions (from "check all that apply" list)

1 point = 3 actions (from "check all that apply" list)

Applicant Explanation and Reference to Plans, Drawings, and Reports

Score 1 /2

ENVIRONMENTAL SUSTAINABILITY SECTION *How well does the project minimize the demands on the environment?*

Site Context | Ecology

Performance Measure Description and Scoring

EN11 Project is sited and designed in order to facilitate and improve wildlife movement and access, particularly within known and suspected *habitat corridors*.

Ex. Deer, bears, frogs, salmon, etc. (depending on site location).

Applicant Explanation and Reference to Plans, Drawings, and Reports

Species supported:	Staff Comments
Various native common species and tailed-frog along with salmon	
Means of supporting:	
Native plantings along ESA No. 8 and the riparian corridors. Fencing restricting access to ESA No. 8 and creeks.	
Environmental assessment or site plan reference: Keystone Environmental Ltd. Environmental Overview Report	
	Score 2 /2

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Building | Green Building Rating

Performance Measure Description and Scoring

EN12 Project will achieve a recognized industry standard for sustainable design.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Built Green Level: Gold equivalen	Staff Comments
Bronze (2 points)	Applicant to seek formal BuiltGreen certification
• Silver (5 points)	
• Gold (8 points)	
Platinum (10 points)	
LEED Level:	
• Certified (2 points)	
• Silver (5 points)	
• Gold (8 points)	
• Platinum (10 points)	
Canadian Passive House Institute (10 points)	
Living Future Institute	
Living Building Certification (10 points)	
Petal Certification (10 points)	
Net Zero Energy Certification (10 points)	
Other:	

Score 8 /10

ENVIRONMENTAL SUSTAINABILITY SECTION *How well does the project minimize the demands on the environment?*

Building | Alternative/Renewable Energy Performance Measure Description and Scoring

EN13 Project provides local, low-carbon energy systems, such as geo-exchange, heat recovery ventilation, solar or district energy.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details:	Staff Comments
Project will provide heat recovery ventilation.	amount of energy generated will be confirmed at building permit stage
Specify % of energy generated: TBD	

Score 2 /4

EARLY STAG

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Building | Energy Reduction and Indoor Climate Performance Measure Description and Scoring

EN14 Building architecture employs *passive design* strategies appropriate to the local climate to reduce energy use and enhance occupant comfort.

Examples:

- Site design and building massing minimizes east and west exposures to avoid unwanted solar gains.
- Limit windows to 50% of any façade, taking into account other livability and aesthetic criteria.
- Use heat-recovery ventilation during heating season only, and design for natural ventilation and cooling by natural ventilation throughout the rest of the year.
- See City of Vancouver Passive Design Toolkit for Large Buildings for other examples.

Applicant Explanation and Reference to Plans, Drawings, and Reports

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Smart Technology

Performance Measure Description and Scoring

EN15 Project uses *smart technology* to optimize sustainable use of resources.

Ex. Automated lighting, shading, HVAC, energy/water consumption, security, etc.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details:	Staff Comments
LED Lighting, Energy Star appliances, programmable thermostats, Heat Recovery Ventilation.	

Score |2 |/2

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Site | Sustainable Landscaping

Performance Measure Description and Scoring

EN16 Project provides or designates space for growing food in private or common areas including on-site composting to support the gardening activities.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details:	Staff Comments
Each home has a private balcony that could accommodate a planter box for growing food.	
Landscape Plan Reference:	_
	Score 1 /2

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Building Energy Performance

Performance Measure Description and Scoring

EN17 Building design incorporates Port Moody Building Energy Performance Design Guidelines.

Applicant Explanation and Reference to Plans, Drawings, and Reports

BC Energy Step Code:	Staff Comments
Tier 1 (1 point)	Details will be provided at the building permit stage
Tier 2 (2 points)	
Tier 3 (3 points)	
Tier 4 (4 points)	
Attach a copy of Port Moody Building Energy Performance Design Guidelines Checklist.	

Score 1 /4

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Stormwater and Ecology/Water Conservation

Performance Measure Description and Scoring

EN18 Project incorporates landscaped roofs or living walls that also provide food/habitat for native species.

OR

Project includes on-site grey water reuse.

2 BONUS POINTS EACH

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details:	Staff Comments
Low maintenance planting is included in the landscape design.	neither target measure is included

Bonus Score 0

/2

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Environmental Monitoring

Performance Measure Description and Scoring

EN19 Project contracts with an Environmental Monitor(s) to oversee implementation of environmental sustainability measures, i.e. sustainable landscaping measures.

OR

Project employs an energy efficiency consultant.

2 BONUS POINTS EACH

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details of Work Overseen/Contribution:	Staff Comments
R.P.Bio. from Keystone Environmental Ltd. will be Environmental Monitor for the duration of the Site construction period in accordance with a prepared Environmental Management Plan guidelines.	

Bonus Score 2 /2

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Innovation

Performance Measure Description and Scoring

EN20 Environmental sustainability aspects not captured above.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Staff Comments

ENVIRONMENTAL SUSTAINABILITY SECTION How well does the project minimize the demands on the environment?

Constraints

Performance Measure Description and Scoring

EN21 Unique site aspects that limit environmental sustainability achievement.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Staff Comments

Environmental Sustainability Score Summary

	Score
Total Environmental Pillar Points (Total Points Available – Not Including Bonus Points)	57 Total
Total Environmental Points Not Applicable	0
(Total Points for Items Not Relevant to this Application)	n/a
Maximum Achievable Score	57
(Total Environmental Pillar Points Minus Total Environmental Points Not Applicable)	Maximum
Environmental Pillar Minimum Score	30
(Sum of Applicable Baseline Items)	Enviro Baseline
Total Points Achieved (Total Points Achieved for Applicable Items for this Application)	43 Total Environmental Points
Environmental Pillar Score	43
(Total Points Achieved/Maximum Achievable Score)	Total Max Percent %

Environmental

SOCIAL SUSTAINABILITY SECTION

How well doles the project address community health and wellness?

Accessibility

Performance Measure Description and Scoring

- S1 For single-storey units in multi-family residential development:
 - (a) a minimum of 40% are adaptable units (2 points) and, of those units,
 - (b) accessible unit(s) providing full wheelchair accessibility are provided (2 points).

Project incorporates adaptable and accessible design features in the site/building circulation and bathrooms in all other uses (2 points).

Applicant Explanation and Reference to Plans, Drawings, and Reports

Residential	Staff Comments		-
% of Adaptable Units: 57%	exceeds Zoning Bylaw requirement that 50% units be adaptable.	% of	
Details:			
Building access and circulation, including access to all Dwelling Units, accessible and visitor parking, common amenity areas, and common washroom and laundry facilities, are designed and built in accordance with the Adaptable Housing standards in the British Columbia Building Code			
92 adaptable units provided.			
Number of Accessible Units: 0			
Details:			
Residential Site/Common Areas and Commercial/Industrial/			
Institutional Uses:			
Details:			
	Score	5 /6	_

City of Port Moody

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Complete Community Design

Performance Measure Description and Scoring

S2 Project design is adapted to minimize shadow or privacy impacts to adjacent buildings.

AND/OR

Project design integrates the results of a *viewscape* study with respect to water and mountain views.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details:	Staff Comments
Shadow study has been provided to demonstrate the design's limited impact on neighbouring buildings, and no impact on buildings beyond the immediate vicinity of the development.	Upper storeys of south building element set back to increase separation from single family homes to the south
Plan/document references:	_
	Score 1 /1

SOCIAL SUSTAINABILITY SECTION *How well does the project address community health and wellness?*

Housing Diversity

Performance Measure Description and Scoring

S3 Development includes a mix of housing types.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Number of Units	Staff Comments
Live-work units Ground-oriented units	27	The ground level units have exterior access to grade.
Apartment units	135	

Score 2

/3

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Housing Diversity

Performance Measure Description and Scoring

S4 Project includes a range of unit sizes for a variety of household types, and the design is flexible to allow for changes, i.e. den can easily become another bedroom.

Targets:

2-bedroom minimum 25% of units 3-bedroom minimum 10% of units

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Number of Units	% of Units	Staff Comments
Bachelor/1-bedroom	79	48	
2-bedroom	73	45 (1 pt)	
3+ -bedroom	10	7 (2 pts)	
Flexible design features:			-
bed + den. Dens provide ex and storage, allowing for gr			
			Score 1 /3

SOCIAL SUSTAINABILITY SECTION *How well does the project address community health and wellness?*

Housing Affordability

Performance Measure Description and Scoring

S5 Project provides new purpose-built *market rental housing* (2 points) or affordable *market rental housing* (3 points) or *non-market rental housing* (4 points).

OR

Development contributes to the City's Affordable Housing Reserve Fund in lieu of provision of affordable housing (2 points).

Applicant Explanation and Reference to Plans, Drawings, and Reports

Types: In lieu contribution to Affordable Housing Reserve Fund	Staff Comments
Description:	
% of total housing units: %	In addition to a financial contributions which may be
Plan reference:	



SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Amenities

Performance Measure Description and Scoring

S6 Project provides voluntary public amenities.

Examples:

- Child care facility
- Space for growing food
- Child play areas
- Gathering place/space
- Park/greenspace
- Public contribution in lieu (CACs), i.e., school, library, arts, etc.

(5 Points = any approved option)

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details:	Staff Comments
CAC contribution in lieu	No public facilities are included in the project.
Plan reference:	

Score 0 /5

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Amenities

Performance Measure Description and Scoring

S7 Project provides voluntary private amenities.

Examples:

- Accessible green roof
- Communal garden
- Dog runs
- Play areas
- Social gathering place

(1 point per approved amenity item – maximum of 3 points)

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details:	Staff Comments			
- Children's play area				
- Communal BBQ and seating area				
- Communal lounge seating				
Plan reference:				
landscape plans				
	c	core	3	/3

SOCIAL SUSTAINABILITY SECTION *How well does the project address community health and wellness?*

Inclusive Community

Performance Measure Description and Scoring

S8

The proposal supports aging-in-place with adult care, assisted living space, and/or independent senior living space.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details:	Staff Comments
The project supports aging-in-place with the provision of over 50% adaptable units	No specific seniors care or independent seniors units are provided but the adaptable units will support aging-in-place.

Score 2 /4

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Community Building

Performance Measure Description and Scoring

59 Project provides *urban vitalization* by involving land owners and occupants, community groups, and end user groups who may be affected by the proposal in the planning process to identify and showcase Port Moody's unique assets, i.e. goes above and beyond standard notification and consultation.

Examples:

• Host a community-building workshop with the neighbourhood at the time of a project's inception to determine values and identify unique assets to leverage through design.

Staff will advise on notification requirements and appropriate stakeholder consultation

Applicant Explanation and Reference to Plans, Drawings, and Reports

Please identify stakeholders and explain their involvement:	Staff Comments
Consultation with community stakeholders will be undertaken during the course of the application review process. Input will be sought from local resident groups.	The applicant's response addresses the City's process requirement for a Community Information Meeting but community input has not been obtained outside of this requirement.
Identify actions taken in response to stakeholder input:	
Plan references:	

Score 0 /4

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Safety

Performance Measure Description and Scoring

S10 The design of the site incorporates Crime Prevention Through Environmental Design principles (CPTED).

Applicant Explanation and Reference to Plans, Drawings, and Reports

Please explain:	Staff Comments		
Public and private areas will be provided with appropriate lighting.			
The project provides ample 'overlook' to all central courtyard			
areas.			
Plan references:			
	Score	1	/1

SOCIAL SUSTAINABILITY SECTION *How well does the project address community health and wellness?*

Education and Awareness Performance Measure Description and Scoring

S11 Project provides education and awareness of the sustainable features of the project for owners/occupants.

Examples:

• Document is given to new owners at time of sale, covenant on title, inclusion/protection of features in strata bylaws • Signage/display/art recognizing design, etc.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Describe:	Staff Comments
Homeowners manual will be provided to each purchaser and will include details on the design and sustainability feature.	

Score 1 /1

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Innovation

Performance Measure Description and Scoring

S12 Social sustainability aspects not captured above.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Staff Comments

SOCIAL SUSTAINABILITY SECTION How well does the project address community health and wellness?

Constraints

Performance Measure Description and Scoring

S13 Unique site aspects that limit social sustainability achievement.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Staff Comments

Social Sustainability Score Summary

Score
35 Total
0
35 Maximum
5 Social Baseline
19 Total Social Points
19 / 35 54 % Total Social Points Max Percent %

Project Report Card Summary FOR CITY USE ONLY – TO BE FILLED OUT BY THE PLANNER

Project Address/Name:			File No:	
PROJECT SCORE SUMMARY	Cultural	Economic	Environmental	Social
Total Pillar Points Available	23	10	61	35
Sum Of Items Not Applicable	Cultural na 16	Economic na	Enviro na	Social na O
Maximum Achievable Score (Total Pillar Points – Sum of Items N/A) Minimum Score	Maximum Cultural Achievable 7 Minimum Cultural Score	Maximum Economic Achievable 7 Minimum Economic Score	Maximum Enviro Achievable 57 Minimum Enviro Score	Maximum Social Achievable 35 Minimum Social Score
(Sum of Applicable Baseline Items) Missed Points	3 Missed Cultural Points 3	7 Missed Economic Points 0	30 Missed EnviroPoints 14	5 Missed Social Points 16
(Sum of Applicable Items Not Achieved) TOTAL PILLAR SCORE ACHIEVED (Total Points Achieved out of Applicable Items)	Total Cultural # Possible Cultural #	Total Economic # Possible Economic #	Total Enviro # Possible Enviro # Total Enviro # Possible Enviro # 72 % Total Enviro Percent	19 19 19 19 70tal Social # 54 % Total Social Percent
OVERALL SUSTAINABILITY SCORE (Sum of Four Pillars)	Cverall #	/ 106 Overall Possible #	69 Overall P	Fercent %
SUSTAINABILITY HIGHLIGHTS	Cultural	Economic		
	Cultural	Economic	Environmental	Social
 Priority Items (Score ≥ 3) Achieved and Confirmed Innovations 	+ Cultural	+ Economic Project will add to the City's tax base and provide additional support for local businesses	Environmental Protects high value ESA (tree resource) project addresses on-site and off-site pedestrian measures building energy performance	+ Social provision of adaptable units Affordable Home Ownership Program provision of on-site social spaces

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Report Card Glossary

Accessible housing – Housing designed and constructed to be universally accessible to people of diverse ages and abilities.

Adaptable unit – A dwelling unit that provides flexible design features that meet BC Building Code minimum requirements; it can be adapted to meet the changing needs of any occupant for reasons of disability, lack of stamina, and progressing through different life stages to support independent living.

Accessible housing/unit – Housing with fixed design features to enable independent living for persons with disabilities, such as those in wheelchairs.

Affordable market housing – Housing that is affordable to moderate income households achieved through tenure, location, reduced parking, modesty in unit size, level of finishing, and design and durability over time as the buildings age.

BC Energy Step Code – BC Energy Step Code is a voluntary roadmap that establishes progressive performance targets (i.e., steps) that support market transformation from the current energy-efficiency requirements in the BC Building Code to net zero energy ready buildings.

Beautification – The process of making visual improvements appropriate to a specific place, including but not limited to building facades, landscaping, decorative or historic-style street elements, selection of paving/fencing materials and their treatment, etc. Improvements contribute to Port Moody's reputation as City of the Arts in a sustainable manner.

Brownfield – A term used in urban planning to describe land previously used for industrial purposes or some commercial uses where the expansion, redevelopment, or reuse of the property may be complicated by the potential presence of a hazardous substance, pollutant, or contaminant.

Car/Bike share network – Arrangements between two or more persons to share the use of a vehicle or bicycle for a specified cost and period of time.

Character-defining elements – The materials, forms, location, spatial configurations, uses, and cultural associations or meanings that contribute to the heritage value of a historic place, which must be retained to preserve its heritage value.

Crime Prevention Through Environmental Design (CPTED) – The design and effective use of the built environment to reduce the incidence of crime and improve the quality of life.

District energy systems – A system that uses renewable energy to pipe energy to buildings within a specified area for space heating, hot water, and air conditioning.

Ecological inventory – An inventory that identifies the ecological values in a natural habitat, and is usually the first step in an environmental impact assessment.

Electric vehicle (EV) – An automobile that uses one or more electric motors or traction motors for propulsion. An electric vehicle may be powered through a collector system by electricity from off-vehicle sources, or may be self-contained with a battery or generator to convert fuel to electricity.

Environmentally Sensitive Areas – Land designated as areas that need special protection because of its environmental attributes, such as rare ecosystems, habitats for species at risk and areas that are easily disturbed by human activities. Refer to <u>Map 13 of OCP</u>.

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Report Card Glossary – continued

Greenfield – Undeveloped land in a city or rural area either used for agriculture or landscape design, or left to evolve naturally. These areas of land are usually agricultural or amenity properties being considered for urban development.

Greyfield – Economically obsolescent, out-dated, declining, and/or underutilized land, often with the presence of abundant surface parking.

Greywater – Wastewater from lavatories, showers, sinks, and washing machines that do not contain food wastes and that can be reused for purposes such as irrigation or flushing toilets.

Habitat corridor – Habitat areas, generally consisting of native vegetation, linking with larger areas of similar wildlife habitat. Corridors are critical for the maintenance of ecological processes, providing food, and allowing for the movement of animals and the continuation of viable populations.

Heat island effect – Heat islands form as vegetation is replaced by hard surfaces to accommodate growing populations. These surfaces absorb, rather than reflect, the sun's heat, causing surface temperatures and overall ambient temperatures to rise.

Heritage rehabilitation – The action or process of making possible a continuing or compatible contemporary use of a historic place through repair, alterations, and/or additions while protecting its heritage value.

Heritage restoration - Returning a historic place back to how it looked at any time in its past.

Invasive plant species – An invasive plant is a non-native species whose interaction causes economic harm, harm to human health, and/or environmental harm.

Light pollution – Brightening of the night sky caused by street lights and other man-made sources, which has a disruptive effect on natural cycles and inhibits the observation of stars and planets.

Market rental housing - Private, market rental rate housing units.

Naturescape planting – Landscaping with species that are naturally adapted to local climate, soils, predators, pollinators, and disease and, once established, require minimal maintenance.

Non-market rental housing – Subsidized rental housing for those unable to pay market-level rents including, but not limited to, public housing owned and operated by government agencies, non-profit housing owned and operated by public and private non-profit groups, and co-operative housing owned and managed by co-operative associations of the residents.

On-site power generation – The ability to generate power without transporting it from its source to where it can be utilized.

On-site renewable energy generation – The generation of naturally replenished sources of energy, such as solar, wind power, falling water, and geothermal energy.

Passive design – An approach to building design that uses the building architecture to minimize energy consumption and improve thermal comfort.

Public space – A social space that is generally open and accessible to people.

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Report Card Glossary – continued

R-2000-Certified New Home – Best-in-class, energy-efficient homes with even higher levels of energy efficiency than ENERGY STAR-qualified new homes, as well as clean air and environmental features.

Smart technology – Technologies that allow sensors, databases, and/or wireless access to collaboratively sense, adapt to, and provide for users within the environment.

Statement of significance – The first essential step in any conservation project, which involves identifying and describing the *character-defining elements*; it is important in defining the overall heritage value of the historic place. Refer to the Standards and Guidelines for the Conservation of Historic Places in Canada (see Resources glossary).

Streetscape – The visual elements of a street, including the road, adjoining buildings, sidewalks, street furniture, trees, and open spaces that combine to form the street's character.

Storm water management plan – The management of water occurring as a result of development or precipitation that flows over the surface into a sewer system.

Transit oriented development (TOD) – A mixed-use residential and commercial area designed to maximize access to public transportation; it often incorporates features to encourage transit ridership. A TOD neighbourhood typically has a centre with a transit station or stop (train station, metro station, tram stop, or bus stop), surrounded by relatively high-density development with progressively lower-density development spreading outward from the centre. TODs generally are located within a radius of 400 to 800 metres from a transit stop, as this is considered to be an appropriate distance for *walkability*.

Universal access – This term refers to broad-spectrum ideas meant to produce buildings, products, and environments that are inherently accessible to both people without disabilities and people with disabilities.

Urban infill – An urban planning term that refers to new development that is sited on vacant or undeveloped land within an existing community, and that is enclosed by other types of development.

Urban forest – The total collection of trees and associated plants growing in a city or town. It includes trees in parks and yards, along roadways and paths, and in other areas, both on public and private lands.

Urban vitalization – The urban planning process of rehabilitating a place or "taking a place to a higher level" using a community-building process (early stage community involvement) to define the key characteristics that make a place unique or special; and applying the concepts of urban conservation to leverage a community's assets, most often in accordance with approved City plans.

Viewscape - The natural and built environment that is visible from a viewing point.

Walkability – The extent to which the built environment is friendly to the presence of people living, shopping, visiting, enjoying, or spending time in an area; improvements in walkability lead to health, economic, and environmental benefits.

Xeriscaping – This terms refers to landscaping and gardening in ways that reduce or eliminate the need for supplemental water from irrigation. Xeriscaping refers to a method of landscape design that minimizes water use.

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Resources

Access Near Aquatic Areas: A Guide to Sensitive Planning, Design and Management atfiles.org **BC Climate Exchange** bcclimateexchange.ca BC Energy Step Code Technical Requirements bclaws.ca Best Management Practices for Amphibians and Reptiles in Urban and Rural Environments in British Columbia env.gov.bc.ca **Bird-Friendly Development Guidelines – City of Toronto** toronto.ca/lightsout/guidelines **Canada Green Building Council** cagbc.org City of Port Moody: Official Community Plan (2014) portmoody.ca Stream and Drainage System Protection Bylaw No. 2470 portmoody.ca City of Port Moody Waste Management Bylaw No. 2822 portmoody.ca City of Vancouver Passive Design Toolkit for Large Buildings vancouver.ca Community Green Ways Linking Communities to Country and People to Nature evergreen.ca Design Centre for CPTED (Crime Prevention Through Environmental Design) designcentreforcpted.org Develop with Care: Environmental Guidelines for Urban and Rural Land Development in British Columbia env.gov.bc.ca/wld/documents/bmp/devwithcare/ **EnerGuide Rating System** nrcan.gc.ca/energy/efficiency/housing/new-homes/5035 **Environmentally Sensitive Areas, Best Practices** env.gov.bc.ca

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Resources – continued

Examples of Good Public Art City of Port Moody Public Art Fatal Light Awareness Program (FLAP) flap.org **Invasive Species Council of Metro Vancouver** iscmv.ca **International Dark Sky Association** darksky.org Metro Vancouver's DLC Waste Management Toolkit metrovancouver.org Metro Vancouver Technical Specifications for Recycling and Garbage Amenities in Multi-family and Commercial Developments metrovancouver.org/services Metro Vancouver's Stormwater Source Control Guideline metrovancouver.org/services **Naturescape BC** naturescapebc.ca **Project for Public Spaces** pps.org **Riparian Areas Regulation Assessment Methods** gov.bc.ca **Standards and Best Management Practices for Instream Works** env.gov.bc.ca Standards and Guidelines for the Conservation of Historic Places in Canada historicplaces.ca Stream Stewardship: A Guide for Planners and Developers stewardshipcentrebc.ca **Translink: Transit Oriented Communities** translink.ca/transit-oriented-communities Vancouver Bird Strategy – City of Vancouver (2015) vancouver.ca

City of Port Moody

Bylaw No. 3242

A Bylaw to amend City of Port Moody Official Community Plan Bylaw, 2014, No. 2955 (2002-2014 St. George Street and 2003-2009 St. Johns Street).

The Council of the City of Port Moody enacts as follows:

- 1. Citation
 - This Bylaw may be cited as City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 24, 2020, No. 3242 (2002-2014 St. George Street and 2003-2009 St. Johns Street).

2. Amendments

2.1 The Official Community Plan Overall Land Use Plan – Map 1 (Schedule A to this Bylaw) of Schedule "A" of City of Port Moody Official Community Plan Bylaw 2014, No. 2955 is amended by changing the land use designation of the properties at 2002-2014 St. George Street and 2003-2009 St. Johns Street from "Mixed Use – Moody Centre" to "Multi-Family Residential" as shown on the Detail Map attached as Schedule B to this Bylaw.

3. Attachments and Schedules

- 3.1 The following schedules are attached to and form part of this Bylaw:
 - Schedule A Map 1 Overall Land Use Plan
 - Schedule B Detail Map

4. Severability

4.1 If a portion of this Bylaw is found invalid by a court, it will be severed and the remainder of the Bylaw will remain in effect.

Read a first time this <u>14th</u> day of <u>April</u>, 2020.

Read a second time this <u>14th</u> day of <u>April</u>, 2020.

Public Hearing this 2nd day of June, 2020.

Read a third time this <u>2nd</u> day of <u>June</u>, 2020.

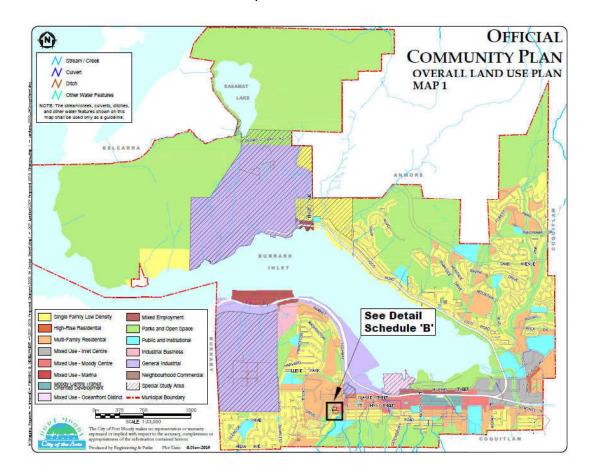
Adopted this ____ day of _____, 2020.

R. Vagramov Mayor D. Shermer Corporate Officer

I hereby certify that the above is a true copy of Bylaw No. 3242 of the City of Port Moody.

D. Shermer Corporate Officer

Schedule A – Map 1 – Overall Land Use Plan

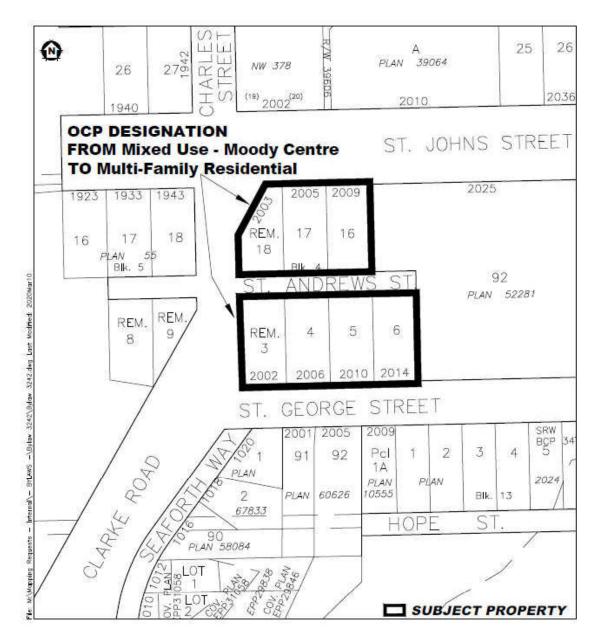


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Schedule B – Detail Map

This is a certified true copy of the map referred to in section 2 of City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 24, 2020, No. 3242 (2002-2014 St. George Street and 2003-2009 St. Johns Street).

Corporate Officer



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City of Port Moody

Bylaw No. 3243

A Bylaw to amend City of Port Moody Zoning Bylaw, 2018, No. 2937 to facilitate the development of a six-storey multi-family residential project.

The Council of the City of Port Moody enacts as follows:

- 1. Citation
 - 1.1 This Bylaw may be cited as City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 33, 2020, No. 3243 (2002-2014 St. George Street and 2003-2009 St. Johns Street) (RM8).
- 2. Amendments
 - 2.1 City of Port Moody Zoning Bylaw, 2018, No. 2937 is amended by rezoning the following lands from Single Detached Residential (RS1) to Six-Storey Apartment Residential Zone (RM8):

LOT 3, BLOCK 4, DISTRICT LOT 202, GROUP 1 NEW WESTMINSTER DISTRICT PLAN 55;

PID: 002-088-967;

LOT 4, BLOCK 4, DISTRICT LOT 202, GROUP 1 NEW WESTMINSTER DISTRICT PLAN 55;

PID: 001-739-255;

LOT 5, BLOCK 4, DISTRICT LOT 202, GROUP 1 NEW WESTMINSTER DISTRICT PLAN 55;

PID: 011-459-395;

LOT 6, BLOCK 4, DISTRICT LOT 202, GROUP 1 NEW WESTMINSTER DISTRICT PLAN 55;

PID: 011-459-417;

LOT 16, BLOCK 4, DISTRICT LOT 202, GROUP 1 NEW WESTMINSTER DISTRICT PLAN 55;

PID: 011-459-433;

LOT 17, BLOCK 4, DISTRICT LOT 202, GROUP 1 NEW WESMINSTER DISTRICT PLAN 55;

PID: 011-459-450; AND

LOT 18, EXCEPT: PART RED ON PLAN WITH BYLAW FILED 62959, BLOCK 4, DISTRICT LOT 202, GROUP 1 NEW WESTMINSTER **DISTRICT PLAN 55;**

PID: 011-459-492

as shown on the attached map.

- 3. Attachments and Schedules
 - 3.1 The following schedule is attached to and forms part of this Bylaw:
 - Schedule A Location Map. •
- 4. Severability
 - 4.1 If a portion of this Bylaw is found invalid by a court, it will be severed and the remainder of the Bylaw will remain in effect.

Read a first time this <u>14th</u> day of <u>April</u>, 2020.

Read a second time this <u>14th</u> day of <u>April</u>, 2020.

Public Hearing this 2nd day of June, 2020.

Read a third time this 2nd day of June, 2020.

Adopted this ____ day of _____, 2020.

R. Vagramov Mayor

D. Shermer **Corporate Officer**

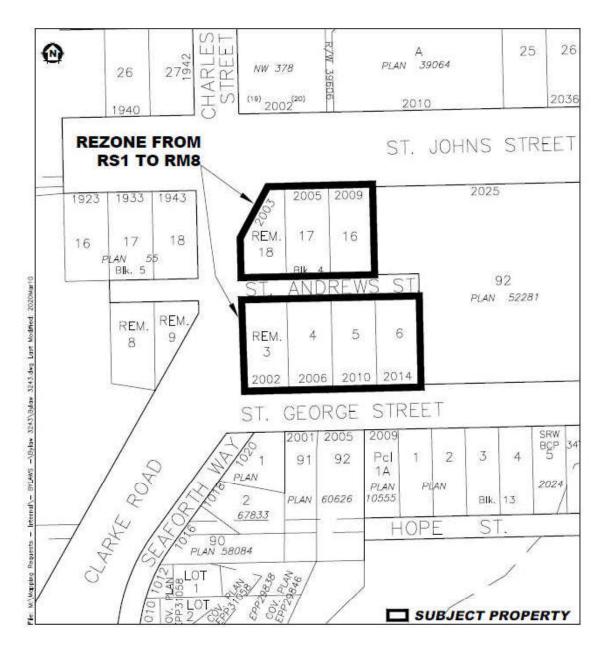
I hereby certify that the above is a true copy of Bylaw No. 3243 of the City of Port Moody.

D. Shermer **Corporate Officer**

Schedule A – Location Map

This is a certified true copy of the map referred to in section 2 of City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 33, 2020, No. 3243 (2002-2014 St. George Street and 2003-2009 St. Johns Street) (RM8).

Corporate Officer





City of Port Moody

Bylaw No. 3244

A Bylaw to close a portion of St. Andrews Street.

WHEREAS pursuant to s. 40 of the *Community Charter,* Council may adopt a bylaw to close a portion of a highway to traffic and remove its dedication as highway;

AND WHEREAS notice of adoption of this Bylaw has been published in a newspaper for two consecutive weeks prior to adoption and Council has provided an opportunity for persons who consider they are affected to make presentations to Council;

NOW THEREFORE, the Council of the City of Port Moody enacts as follows:

1. Citation

This Bylaw may be cited as City of Port Moody Road Closure Bylaw –
 2002-2014 St. George Street and 2003-2009 St. Johns Street, 2020, No. 3244.

2. Legal Description

2.1 That the 766.8m² area shown in heavy black outline and identified as Parcel A on Reference Plan EPP 98216 dedicated as road on Plan 55, Block 4, District Lot 202, Group 1, New Westminster District, a copy of which is attached hereto as Schedule A and forms a part of this Bylaw, is hereby stopped up and closed to traffic of all kinds and the dedication as road is removed.

3. Authorization

3.1 The Mayor and Corporate Officer are hereby authorized to execute all documentation necessary to give effect to the provisions of this Bylaw, including the plan attached hereto.

4. Attachments and Schedules

- 4.1 The following schedule is attached to and forms part of this Bylaw:
 - Schedule A Reference Plan EPP 98216.

5. Severability

5.1 If a portion of this Bylaw is found invalid by a court, it will be severed and the remainder of the Bylaw will remain in effect.

Read a first time this <u>14th</u> day of <u>April</u>, 2020.
Read a second time this <u>14th</u> day of <u>April</u>, 2020.
Read a third time this <u>2nd</u> day of <u>June</u>, 2020.
Third reading rescinded this <u>14th</u> day of <u>July</u>, 2020.
Read a third time as amended this <u>14th</u> day of <u>July</u>, 2020.
Adopted this <u>day of</u>, 2020.

R. Vagramov Mayor D. Shermer Corporate Officer

I hereby certify that the above is a true copy of Bylaw No. 3244 of the City of Port Moody.

D. Shermer Corporate Officer

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Schedule A – Reference Plan EPP 98216

