

Memorandum

Date: May 17, 2021
Submitted by: Legislative Services Division
Subject: OCP Amendment, Rezoning, Housing Agreement – 3101-3103 St. Johns Street,
3104-3112 St. George Street, 123-129 Buller Street – Third Reading

At the Special Council meeting held on April 20, 2021, Council considered a report dated March 12, 2021 from the Community Development Department – Development Planning Division regarding Mixed Use – OCP, Rezoning, PH – 3101-3103 St. Johns Street, 3104-3112 St. George Street, 123-129 Buller Street (WA Architects) (**Attachment 1**) and passed the following resolution:

CW21/053

THAT City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 30, 2021, No. 3293 (St. George Street and Buller Street) and City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 50, 2021, No. 3294 (St. Johns Street, St. George Street, and Buller Street) (CD81) be referred to a Public Hearing as recommended in the report dated March 12, 2021 from the Community Development Department – Development Planning Division regarding Mixed Use – OCP, Rezoning, PH – 3101-3103 St. Johns Street, 3104-3112 St. George Street, 123-129 Buller Street (WA Architects);

AND THAT second reading for City of Port Moody Housing Agreement Bylaw, 2021, No. 3295 (St. Johns Street, St. George Street, and Buller Street – Market Rental Housing) be rescinded;

AND THAT City of Port Moody Housing Agreement Bylaw, 2021, No. 3295 (St. Johns Street, St. George Street, and Buller Street – Market Rental Housing) be read a second time as amended.

City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 30, 2021, No. 3293 (St. George Street and Buller Street)—a Bylaw to amend the Official Community Plan to City of Port Moody Official Community Plan Bylaw, 2014, No. 2955 to change the proposed number of storeys for the properties at 3104-3112 St. George Street and 123-129 Buller Street from three (3) to six (6)—(**Attachment 2**) and City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 50, 2021, No. 3294 (St. Johns Street, St. George Street, and Buller Street) (CD81)—a Bylaw to amend City of Port Moody Zoning Bylaw, 2018, No. 2937 to facilitate the development of one mixed-use building containing commercial uses on the ground floor and residential uses above, and one residential apartment building, all over a common underground parking structure at 3101 and 3103 St. Johns Street, 123-129 Buller Street, and 3104, 3108, and 3112 St. George Street—(**Attachment 3**) are the subject of a Public Hearing to be held on May 25, 2021.

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If Bylaw No. 3293 and Bylaw No. 3294 are referred from the Public Hearing, Bylaw No. 3293, Bylaw No. 3294, and City of Port Moody Housing Agreement Bylaw, 2021, No. 3295 (St. Johns Street, St. George Street, and Buller Street – Market Rental Housing)—a Bylaw to authorize Council to enter into a Housing Agreement pursuant to section 483 of the *Local Government Act*—(**Attachment 4**) would be before Council for consideration of third reading.

The recommended resolution is:

THAT City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 30, 2021, No. 3293 (St. George Street and Buller Street), City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 50, 2021, No. 3294 (St. Johns Street, St. George Street, and Buller Street) (CD81), and City of Port Moody Housing Agreement Bylaw, 2021, No. 3295 (St. Johns Street, St. George Street, and Buller Street – Market Rental Housing) be read a third time as recommended in the memo dated May 17, 2021 from the Legislative Services Division regarding OCP Amendment, Rezoning, Housing Agreement – 3101-3103 St. Johns Street, 3104-3112 St. George Street, 123-129 Buller Street – Third Reading.

Attachments:

1. Report considered at April 20, 2021 Special Council meeting.
2. Draft Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 30, 2021, No. 3293 (St. George Street and Buller Street).
3. Draft Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 50, 2021, No. 3294 (St. Johns Street, St. George Street, and Buller Street) (CD81).
4. Draft Housing Agreement Bylaw, 2021, No. 3295 (St. Johns Street, St. George Street, and Buller Street – Market Rental Housing).

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Report Approval Details

Document Title:	OCP, Rezoning, HA – 3101-3103 St. Johns Street, 3104-3112 St. George Street, 123-129 Buller Street – Third Reading.docx
Attachments:	<ul style="list-style-type: none">- Attachment 1 - Report considered at April 20, 2021 Special Council meeting.pdf- Attachment 2 - Draft OCP Bylaw, No. 3293 (St. George Street and Buller Street).pdf- Attachment 3 - Draft Zoning Bylaw, No. 3294 (St. Johns Street, St. George Street, and Buller Street) (CD81).pdf- Attachment 4 - Draft Housing Agreement Bylaw, No. 3295 (St. Johns, St. George, and Buller - Market-Rental Housing).pdf
Final Approval Date:	May 17, 2021

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

Dorothy Shermer, Corporate Officer - May 17, 2021 - 12:06 PM

Tim Savoie, City Manager - May 17, 2021 - 12:55 PM

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City of Port Moody

Report/Recommendation to Council

Date: March 12, 2021
Submitted by: Community Development Department – Development Planning Division
Subject: Mixed Use – OCP, Rezoning, PH – 3101-3103 St. Johns Street,
3104-3112 St. George Street, 123-129 Buller Street (WA Architects)

Purpose

To present an updated proposal for the redevelopment of the properties at 3101-3103 St. Johns Street, 3104-3112 St. George Street, and 123-129 Buller Street.

Recommended Resolution(s)

THAT City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 30, 2021, No. 3293 (St. George Street and Buller Street) and City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 50, 2021, No. 3294 (St. Johns Street, St. George Street, and Buller Street) (CD81) be referred to a Public Hearing as recommended in the report dated March 12, 2021 from the Community Development Department – Development Planning Division regarding Mixed Use – OCP, Rezoning, PH – 3101-3103 St. Johns Street, 3104-3112 St. George Street, 123-129 Buller Street (WA Architects);

AND THAT second reading for City of Port Moody Housing Agreement Bylaw, 2021, No. 3295 (St. Johns Street, St. George Street, and Buller Street – Market Rental Housing) be rescinded;

AND THAT City of Port Moody Housing Agreement Bylaw, 2021, No. 3295 (St. Johns Street, St. George Street, and Buller Street – Market Rental Housing) be read a second time as amended.

Background

At the Regular Council meeting held on February 9, 2021, Council considered first reading, second reading, and referral to a public hearing for an Official Community Plan (OCP) amendment and rezoning application for the properties at 3101-3103 St. Johns Street, 3104-3112 St. George Street, and 123-129 Buller Street (full report included as **Attachment 1**). The application for this site would allow for a 197-unit mixed-use development with non-market rental housing, market rental housing, and a non-profit childcare facility.

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At the February 9, 2021 meeting, first and second readings were given but the OCP and Zoning Bylaws were not referred to a Public Hearing. Council passed additional resolutions for the applicant to explore longer provisions for the market rental tenure and to step down the building facing St. George Street. In addition to the OCP and rezoning bylaws, housing agreement bylaws for the non-market rental and rental units, as well as a road closure bylaw to close a portion of St. Andrews Street were also given first and second readings.

In summary, the following resolutions were passed in relation to this application:

RC21/072

THAT City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 30, 2021, No. 3293 (St. George Street and Buller Street) and City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 50, 2021, No. 3294 (St. Johns Street, St. George Street, and Buller Street) (CD81) be read a first and second time as recommended in the report dated January 20, 2021 from the Community Development Department – Development Planning Division regarding Mixed Use – OCP, Rezoning – 3101-3103 St. Johns Street, 3104-3112 St. George Street, and 123-129 Buller Street (WA Architects);

AND THAT City of Port Moody Housing Agreement Bylaw, 2021, No. 3295 (St. Johns Street, St. George Street, and Buller Street – Market Rental Housing) be read a first and second time;

AND THAT City of Port Moody Housing Agreement Bylaw, 2021, No. 3296 (St. Johns Street, St. George Street, and Buller Street – Non-Market Rental Housing) be read a first and second time;

AND THAT City of Port Moody Road Closure Bylaw – Portion of St. Andrews Street, 2021, No. 3297 be read a first and second time;

AND THAT a Community Amenity Contribution fee waiver in the amount of \$276,380 be approved to facilitate the provision of six non-market rental housing units and a non-profit daycare space.

RC21/074

THAT the proponent be asked to investigate longer provisions for the market rental tenure.

RC21/075a

THAT the applicant modify the proposal to step down to a three-storey facing on the south side of the building.

Discussion

The applicant has submitted an updated application and has provided a letter in response (**Attachment 2**), which explores how they have considered Council's feedback. A summary is provided below with references to the attachments and plans.

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<u>Council Direction</u>	<u>Applicant Response</u>
Investigate longer provisions for the market rental tenure.	<ul style="list-style-type: none">• In response to the resolution by Council, the developer has agreed to increase the market housing rental tenure from 20 years to 30 years.• An updated Housing Agreement Bylaw No. 3295 (Amended to 30 years) is included as Attachment 3.
Modify the proposal to step down to a three storeys on the south side building.	<ul style="list-style-type: none">• The applicant has provided further information to demonstrate that the current design already includes significant stepping back above the third storey. As illustrated in the attached response letter, the proposed building fronting onto St. George Street steps back at the fourth, fifth, and six storeys.<ul style="list-style-type: none">• The fourth and fifth storeys are set back by 3m (10ft), giving the appearance of a three-storey townhouse façade at the lower levels.• The sixth storey is set back by an additional 1.4m (4.6ft) in from the fourth and fifth storeys below, for a total of 4.5m (14.6ft) from the third storey.• The façade of the lower three storeys is designed to emulate the three-storey form of the townhouses on the south side of St. George Street. The proposal will incorporate darker facades on the stepped back upper levels in order to visually diminish their presence. Given the setback and darker façade colour, the upper three levels will have a reduced visual presence from the street.• A cross-section has been provided within the applicant's response letter (Attachment 2).

Staff have worked with the applicant and note that they have made genuine efforts to explore various options at each stage of the planning process, and have responded to staff, CPAC, public, and Council feedback each time to address concerns.

In regards to the latest Council resolutions, the rental housing agreement for 44 units has been increased from 20 to 30 years. This is in addition to the non-market housing agreement for six units that was already proposed for the life of the building, which is significant due to the deeply discounted shelter rates to support the most vulnerable individuals and families within the community.

The applicant has also demonstrated and clarified that the building fronting St. George Street steps down to three storeys on the south side to match the existing townhouses on the other side of the street. Further reduction of the massing on the upper levels would remove significant floor space, but could also result in undesired outcomes as the developer has indicated that the community benefits package, including the non-market rental units, market rental units, and non-profit daycare space, would need to be reduced. The staff review determined that the current community amenities proposal is significant and would be a benefit

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to many families and individuals in the surrounding neighbourhood and community. With that in mind, staff recommend that the application be referred to a public hearing and that second reading for the market rental housing agreement bylaw be rescinded and read a second time as amended to facilitate the change in tenure from 20 to 30 years.

Other Option(s)

THAT the Official Community Plan amendment and rezoning application for 3103-3103 St. Johns Street, 3104-3112 St. George, and 123-129 Buller Street be revised.

Financial Implications

Council approved a waiver of the Affordable Housing Reserve contribution portion of the Community Amenity Contribution, valued at approximately \$276,380. For additional details pertaining to the waiver approval, as well as other financial implications including the public art contribution, road closure, and density bonus, refer to **Attachment 1**.

Communications and Civic Engagement Initiatives

Two notification signs informing the public of the OCP amendment and rezoning applications have been placed on the subject site in accordance with City of Port Moody Development Approval Procedures Bylaw, 2011, No. 2918.

Should the OCP amendment and rezoning applications be referred to a public hearing, the public will have an opportunity to comment at the hearing, which will occur following a mail-out notification to adjacent residents, an advertisement placed in the local newspaper, and a decal of the public hearing time and date placed on the notification sign.

Council Strategic Plan Objectives

The proposal is consistent with the goals of Council's 2019-2022 Strategic Plan related to a Healthy City by planning for a variety of housing types to meet community needs.

Attachment(s)

1. Previous Report to Council – February 9, 2021.
2. Applicant Response Letter with Cross-Section.
3. Housing Agreement Bylaw No. 3295 (Amended to 30 years).

Report Author

Wesley Woo, MCIP, RPP
Development Planner

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Report Approval Details

Document Title:	Mixed Use - OCP, Rezoning, PH - 3101-3103 St. Johns, 3104-3112 St. George, 123-129 Buller (WA Architects).docx
Attachments:	- Attachment 1 - Previous Report to Council - February 9, 2021.pdf - Attachment 2 - Applicant Response Letter with Cross-Section.pdf - Attachment 3 - Housing Agreement Bylaw No. 3295 (Amended to 30 years).pdf
Final Approval Date:	Apr 6, 2021

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

André Boel, City Planner - Mar 30, 2021 - 9:48 AM

Kate Zanon, General Manager of Community Development - Mar 30, 2021 - 1:04 PM

Dorothy Shermer, Corporate Officer - Mar 31, 2021 - 11:11 AM

Rosemary Lodge, Manager of Communications and Engagement - Apr 1, 2021 - 4:10 PM

Paul Rockwood, General Manager of Finance and Technology - Apr 4, 2021 - 11:32 AM

Tim Savoie, City Manager - Apr 6, 2021 - 10:39 AM

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City of Port Moody

Report/Recommendation to Council

Date: January 20, 2021
Submitted by: Community Development Department – Development Planning Division
Subject: Mixed Use – OCP, Rezoning – 3101-3103 St. Johns Street,
3104-3112 St. George Street, and 123-129 Buller Street (WA Architects)

Purpose

To present for Council consideration of a proposed land use change, increase in height, and closure of a portion of Andrews Street for a 197 unit mixed-use development including non-market rental housing, market rental housing, and a non-profit daycare.

Recommended Resolution(s)

THAT City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 30, 2021, No. 3293 (St. George Street and Buller Street) and City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 50, 2021, No. 3294 (St. Johns Street, St. George Street, and Buller Street) (CD81) be read a first and second time as recommended in the report dated January 20, 2021 from the Community Development Department – Development Planning Division regarding Mixed Use – OCP, Rezoning, Housing Agreement, Road Closure – 3101-3103 St. Johns Street, 3104-3112 St. George Street, and 123-129 Buller Street (WA Architects);

AND THAT Bylaw No. 3293 and Bylaw No. 3294 be referred to a Public Hearing;

AND THAT City of Port Moody Housing Agreement Bylaw, 2021, No. 3295 (St. Johns Street, St. George Street, and Buller Street – Market Rental Housing) be read a first and second time;

AND THAT City of Port Moody Housing Agreement Bylaw, 2021, No. 3296 (St. Johns Street, St. George Street, and Buller Street – Non-Market Rental Housing) be read a first and second time;

AND THAT City of Port Moody Road Closure Bylaw – Portion of St. Andrews Street, 2021, No. 3297 be read a first and second time;

AND THAT a Community Amenity Contribution fee waiver in the amount of \$276,380 be approved to facilitate the provision of six non-market rental housing units and a non-profit daycare space.

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Executive Summary

WA Architects, on behalf of Buffalo Group, has submitted an Official Community Plan (OCP) amendment and rezoning application for six properties located at 3101-3103 St. Johns Street, 3104-3112 St. George Street, and 123-129 Buller Street. The application proposes one six-storey mixed-use commercial and residential building along St. Johns Street and one six-storey multi-family residential apartment building along St. George Street, all over a common underground parking structure. The two buildings together would consist of 197 units containing a mix of unit types and sizes for ownership, market rental, and non-market rental opportunities, and approximately 836m² (8,980ft²) of commercial space, which would include a daycare space dedicated for a non-profit organization. An application fact sheet that summarizes the key components of the project is included (**Attachment 1**).

Key Changes by Applicant

The applicant has made several key changes to the application based on the input provided by the Community Planning Advisory Committee (CPAC), Council, and staff, including the following:

- reduction of overall number of units from 210 to 197;
- addition of a secondary access on St. George Street to the underground parkade to address traffic concerns;
- modification of the affordable housing program to include the provision of six non-market housing units at shelter rates and 44 market rental units;
- increase in the duration of the affordable housing commitments from 20 years to the greater of either 60 years or the useful life of the building;
- increase in the outdoor amenity space associated with the childcare use;
- increase in the duration of the non-profit child care space from ten years to 20 years; and
- addition of two outdoor rooftop amenity spaces totalling 356m² (3,827ft²) in size.

Implementation

In order to permit the development, the following are required:

- adoption of an OCP amendment bylaw to alter the maximum height on the south side of the development site from three storeys to six storeys (**Attachment 2**);
- adoption of a zoning bylaw changing the zoning from Single Detached Residential (RS1), Semi-Detached Residential (RT), and Medium Density Townhouse Residential (RM4) to the Comprehensive Development 81 (CD81) Zone (**Attachment 3**);
- adoption of a housing agreement bylaw to establish the terms and conditions relating to the management of the proposed market rental homes (**Attachment 4**);
- adoption of a housing agreement bylaw to establish the terms and conditions relating to the management of the proposed non-market rental homes (**Attachment 5**);
- adoption of a road closure bylaw to facilitate the closure of St. Andrews Street (**Attachment 6**); and
- issuance of a development permit if the OCP amendment, rezoning, road closure, and housing agreement bylaws proceed.

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Background

Council provided early input on this application at the February 18, 2020 Committee of the Whole meeting. Key discussions were had regarding the provision of proposed community benefits in exchange for additional height, and the duration of the affordable housing component and dedicated daycare space.

Discussion

Property Description

The development site is configured in an “L” shape and consists of six properties located east of the Port Moody Public Safety Building on St. Johns Street and St. George Street, and west of Moody Middle School, as shown on the Location Plan (**Attachment 7**). The development site includes a 40m (131ft) portion of St. Andrews Street that the developer has proposed and agreed to purchase from the City at the market value of \$1,567,000 (\$360/ft²).

The total site including the road closure area is approximately 5,471m² (1.35ac) in size and gently slopes from the east to the west. The subject lots are currently occupied with a mix of housing types including single family homes, a duplex, and a four-plex.

Neighbourhood Context

The subject site is adjacent to the Public Safety Building and new or future development to the east and south. Further east is the location of Moody Middle School. A more detailed neighbourhood context is located in the Application Fact Sheet (**Attachment 1**).

The site is approximately 400m to the Moody Centre SkyTrain Station and West Coast Express, and is located just south of the Moody Centre Station Transit-Oriented Development (TOD) area. This equates to approximately a seven-minute walk to the transit hub.

Official Community Plan

The OCP designates the site for two different uses (**Attachment 8**). The OCP designates the north portion of the site as Mixed Use – Moody Centre, which is intended for the development of a variety of retail, service, office, and stand-alone commercial activities, and multi-family residential uses in association with the commercial uses. The OCP designates the south portion of the site as Multi-Family Residential, which is intended to support the development of low- to medium-density attached housing, such as duplexes, townhouses, or apartment structures.

The site is also designated on the Evergreen Line Sub-Areas Map #11 of the Official Community Plan, outlining a transition of height from six storeys along St. Johns Street to three storeys along St. George Street. A recent development approval re-designated a site on St. George Street to the west from three to six storeys.

The proposal would require an amendment to the OCP to change the maximum height on the south portion of the site from three storeys to six storeys and a road closure bylaw to facilitate the closure of a portion of St. Andrews Street.

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Zoning

The subject lots are presently zoned for a mix of residential uses including Single Detached Residential (RS1), Semi-Detached Residential (RT), and Medium Density Townhouse Residential (RM4) (**Attachment 9**).

Development Proposal Description

The development proposal consists of a total of 197 residential units in two six-storey buildings, plus 834m² (8,980ft²) of commercial space. The two building components include the following:

1. One six-storey mixed-use building facing St. Johns Street, containing 82 residential units, a 457m² (4,923ft²) non-profit daycare facility, and 377m² (4,057ft²) of commercial space. The proposed building and uses are consistent with the OCP. Of the 82 units in this building, 44 would be for market rental uses and six would be for non-market rental uses at shelter rates (deeply discounted) and would be owned and operated by a non-profit organization.
2. One six-storey multi-family apartment building facing St. George Street and St. Andrews Street, containing 115 strata units. This component requires an OCP amendment to allow an increase in the building height from three to six storeys.

As part of the development, a pedestrian walkway would be provided along the west property line adjacent to the Public Safety Building, which would connect residents of the development and surrounding area with transit and services.

This project requires the purchase of a 40m (131ft) length of the St. Andrews Street right-of-way in order to consolidate the site. On June 11, 2019, Council supported a potential land sale of this portion of St. Andrews Street subject to successful completion of the required land use approvals. Staff have obtained a property appraisal report at the applicant's cost for the proposed purchase area of St. Andrews Street. The appraisal report values the road right-of-way at \$360/ft² for a total of \$1,567,000.

Project and landscape plans are included as **Attachment 10** and **Attachment 11**.

Unit Mix

Overall, the project provides 197 units with the following unit breakdown:

Unit Type	Number of Units	Percentage
One-Bedroom	112	57%
Two-Bedroom	76	39%
Three-Bedroom	9	5%

The 76 two-bedroom units include 14 two-bedroom ground-oriented townhouse units with direct access to St. George Street.

Density

The proposal has a residential density, or floor area ratio (FAR), of 2.69 and an overall FAR of 2.92 including the commercial space.

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In this case, a CD Zone is being proposed based on the conventional Six-Storey Mixed Use (CRM2) and Six-Storey Apartment Residential (RM8) Zones, which permit a maximum density of 2.5 and 2.4 FAR, respectively.

Although the proposal exceeds the maximum density found within the CRM2 and RM8 Zones, the Zoning Bylaw allows for bonus density when exchanged for amenities to the City equivalent to 75% of the land value of the additional density above a FAR of 2.5.

Housing Agreement and Non-Profit Child Care Provision

A total of 50 units (25% of the overall number of units) will be dedicated as rental consisting of 44 market rental units and six donated non-market rental units at deeply discounted shelter rates. Moreover, the developer is proposing making a portion of the commercial space available for free for 20 years for a non-profit daycare. These are significant housing and amenity contributions unique to this project.

Non-Market Rental Units

Six units, which includes three one-bedroom units and three two-bedroom units, will be designated for non-market rental housing at shelter rates or rent geared to income. In the case of shelter rates, they could be as low as \$375 per month, which is set by the provincial government. In the case of rent geared to income, rent is based on 30% of the tenant's gross household income. The housing agreement for these units would be secured for a term of 60 years or the useful life of the building, whichever is greater. The non-market rental units are to be sold by the developer, Buffalo Group, to a non-profit housing provider for free at a nominal cost of \$1.00 per unit. At the time of writing this report, a Memorandum of Understanding was being finalized with Bloom Group, a non-profit housing organization, to own and manage the units.

The one-bedroom non-market units are to be approximately 56m² (599ft²) in size, while the two-bedroom non-market units are to be 73m² (782ft²) in size. The units would be interspersed throughout the mixed-use building for better integration in the community.

The value of the non-market housing that the developer is providing is estimated at \$3,450,000 based on a professional appraisal provided by the developer.

Market Rental Units

A total of 44 market rental units are proposed to be individually stratified and sold to individual owners with the commitment that they will serve as rental units for the first 20 years. While the stratification of rental units for a project this size is not a preferred model for market rental units, the applicant has stated that this approach directly supports the provision of the donation of six shelter rate rental units to a non-profit organization and the daycare space, also for a non-profit organization. The market rental units are a means to secure the below-market rental units and the daycare space. Moreover, in terms of management of the temporary market rental condos, a single property management company would simplify future communication between owners and the City. For these two reasons, staff consider this approach as acceptable for the City to gain an amenity contribution that includes the provision of six shelter rate units and the daycare space.

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Non-Profit Daycare Space

Dedicated commercial and outdoor amenity spaces are being proposed for a non-profit daycare. The commercial space would be leased for a nominal rate of \$1.00 per year for a period of 20 years. The daycare is proposed to be approximately 457m² (4,923ft²) with combined adjacent outdoor spaces of 294m² (3,167ft²). Based on the sizes of the commercial and the outdoor amenity areas, it is expected that the daycare could have up to 49 spaces. In addition to providing the daycare within the development, the developer is also planning to construct, supply, and install all the tenant improvements and equipment as required by the non-profit operator. At the time of writing this report, a Memorandum of Understanding was being finalized with the YMCA to manage and operate the daycare space.

The projected market rental value of the lease over 20 years is estimated between \$3,320,000 and \$3,470,000, while the construction and outfitting of the daycare space is estimated at \$730,000, based on the appraisal provided by the developer.

Implementation

The project will require bylaws for the OCP amendment, rezoning, road closure, and housing agreements.

Sustainability Report Card

The completed Sustainability Report Card for the development proposal is included as **Attachment 12**, and the following table summarizes the initial scoring. The scoring may be revised throughout the review process of the project.

<div>Sustainability Pillar</div> <div>Application</div>	Cultural	Economic	Environmental	Social	Overall Total
3101-3103 St. Johns Street, 3104-3112 St. George Street, 123-129 Buller Street	64% (7 out of 11)	54% (7 out of 13)	69% (35 out of 51)	87% (33 out of 38)	73%

Based on the provision of non-market rental housing, market rental housing, non-profit daycare space, and generous amounts of amenity space, the application scores well under the social sustainability section of the report card.

Other Option(s)

If Council determines that substantial changes are needed before the project proceeds to the next steps, staff recommend in that case to give the bylaws first reading only and refer the project back to staff and applicant to consider specific changes.

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Financial Implications

Community Amenity Contributions (CACs)

The CAC amount will be established at the development permit stage once the final residential floor area is confirmed and prior to the adoption of the rezoning bylaw. Based on the proposed residential floor area of 13,396m² (144,190ft²) at \$6.00/ft², the contribution would be approximately of \$829,140 after a credit for the existing parent parcels. Of that total, approximately \$276,380 would be directed to the Affordable Housing Reserve Fund and the remaining \$552,760 would go towards general community amenities. As discussed below, the applicant is requesting a partial CAC reduction.

Partial CAC Waiver Request

The CAC Corporate Policy states that Council may, at its discretion, waive some or all of the Community Amenity Contribution as part of a rezoning where affordable housing or another public amenity is being directly provided by the applicant. As the developer is providing significant community benefits with this development, a formal request for a partial waiver has been made for the Affordable Housing Reserve component of the CAC.

In support of their request for waivers, the developer has provided a professional appraisal report to staff for the total contribution of the non-market housing and non-profit daycare space. As these are either being sold for \$1.00 per unit, or leased for \$1.00 per year, the value of the community benefits has been appraised as follows:

Community Amenity Benefits Provided	Valuation
Six non-market housing units (based on market value of the units)	\$3,450,000
Childcare space for 20 years (based on projected market lease rates)	\$3,320,000-\$3,470,000
Tenant improvements for daycare space	\$730,000
TOTAL	\$7,500,000-\$7,650,000

Note that the development would also secure 44 market rental units that are not included in the appraisal. As the partial waiver request of \$276,380 is less than the valuation of the amenity contribution of \$7,500,000 to \$7,650,000, and because a non-profit operator for both the non-market housing and non-profit childcare is being secured, staff are supportive of this request to secure the community amenities proposed in kind by the developer. That said, per the CAC Policy, it is Council's discretion, on a case-by-case basis, to determine whether a waiver is warranted. While granting a partial waiver would reduce the revenue to the Affordable Housing Reserve Fund, the City would benefit by securing non-market units and childcare spaces. For Council's information **Attachment 13** shows examples from other projects and Council's directions at the time.

Public Art Contributions

The applicant has committed to providing a contribution to the Public Art Reserve Fund, which will be based on 0.5% of the cost of construction in accordance with the Public Art Policy. Based on a construction cost estimate of approximately \$42,240,000, the contribution would be \$211,200.

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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Road Closure

Through the development application process, an appraisal was obtained by the City, at the cost of the applicant, for the portion of St. Andrews Street to be closed. If the development is approved, the developer has committed to purchasing this portion of St. Andrews Street at the market value of \$1,567,000, as assessed by the appraisal report.

Density Bonus

The Zoning Bylaw makes provision for bonus density where a FAR greater than 2.5 is being proposed. In this case, the bylaw stipulates that a financial contribution for community amenities equivalent to 75% of the land value of the additional density above a FAR of 2.5 shall be given. For the purpose of the density bonus calculation, floor areas for commercial and below-market housing shall be excluded. Given that approximately 240m² (2,579ft²) is dedicated to non-market rental housing, the FAR for density bonus works out to 2.65. In this case, a payment of 75% of the land value of an additional 0.15 FAR shall be paid to the City. The exact amount will be determined for payment prior to adoption of the zoning amendment bylaw.

Communications and Civic Engagement Initiatives

Early Engagement - Community Information Meeting #1

In accordance with the City's Public and Stakeholder Consultation for Major Development Projects or Area Plans policy, the applicant held an early Community Information Meeting on November 25, 2019 to engage the public about the proposal and solicit feedback. Comments received were related to:

- support for new housing options and a mix of unit sizes;
- support for the proposed child care facility;
- support for aspects of the proposed design (i.e. setbacks, colour, amenity space);
- concern for the proposed six-storey height on St. George Street;
- suggestion for the provision of more rental units on site; and
- concern for traffic impacts.

In addition to the above comments, canvass teams, on behalf of the applicant, visited 49 businesses on St. Johns Street between Moody Street and James Street. Businesses were given a handout which included proposal details and an invitation to the meeting. Feedback received from businesses included the following:

- support for the proposal's inclusion of childcare and provision of rental housing; and
- support for the proposal's potential to increase foot traffic to their businesses.

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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Community Planning Advisory Committee (CPAC)

The application was reviewed by CPAC on January 7, 2020, and the committee provided a number of comments for consideration (minutes are included as **Attachment 14**) including but not limited to:

- unit mix;
- shading in the amenity areas;
- traffic impacts along Buller Street;
- turnaround issues for daycare use;
- consideration of expanding the tenure/duration of the non-profit daycare commitment;
- contribution to the City's public art fund; and
- consideration of a rooftop childcare amenity space.

Community Information Meeting #2

The applicant held a second Community Information Meeting, which due to COVID-19, was held online over two one-hour sessions of live questions and answers on September 8 and 9, 2020. Submissions for feedback were received and questions/comments were received during the live questions and answers session.

Public Notification

Two notification signs informing the public of the OCP amendment and rezoning applications have been placed on the subject site in accordance with the City of Port Moody Development Approval Procedures Bylaw, 2011, No. 2918.

Should the OCP amendment and rezoning applications be given first and second readings, the public will have an opportunity to comment at the Public Hearing, which will occur following a mail-out notification to adjacent residents, an advertisement placed in the local newspaper, and a decal of the public hearing time and date placed on the notification sign.

Should the road closure bylaw be given third reading, notice of Council's intention to remove the road dedication and to dispose of the closed road allowance will be provided in accordance with Sections 26(3) and 40 of the *Community Charter*.

Council Strategic Plan Objectives

The proposal is consistent with the goals of Council's 2019-2022 Strategic Plan related to a Healthy City by planning for a variety of housing types to meet community needs.

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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Attachment(s)

1. Application Fact Sheet.
2. Draft Bylaw No. 3293 (OCP).
3. Draft Bylaw No. 3294 (Zoning).
4. Draft Bylaw No. 3295 (Market Housing Agreement).
5. Draft Bylaw No. 3296 (Non-Market Housing Agreement).
6. Draft Bylaw No. 3297 (Road Closure).
7. Location Map.
8. OCP Map.
9. Zoning Map.
10. Project Plans.
11. Landscape Plans.
12. Sustainability Report Card.
13. Examples of Council Endorsed CAC Waivers
14. CPAC Minutes, January 7, 2020.

Report Author

Wesley Woo, MCIP, RPP
Development Planner

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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Report Approval Details

Document Title:	Mixed Use – OCP, Rezoning - 3101-3103 St. Johns Street, 3104-3112 St. George Street, 123-129 Buller Street (WA Architects).docx
Attachments:	<ul style="list-style-type: none">- Attachment 1 - Application Fact Sheet.pdf- Attachment 2 - Bylaw No. 3293 (OCP).pdf- Attachment 3 - Bylaw No. 3294 (Zoning).pdf- Attachment 4 - Bylaw No. 3295 (Market Housing Agreement).pdf- Attachment 5 - Bylaw No. 3296 (Non-Market Housing Agreement).pdf- Attachment 6 - Bylaw No. 3297 (Road Closure).pdf- Attachment 7 - Location Map.pdf- Attachment 8 - OCP Map.pdf- Attachment 9 - Zoning Map.pdf- Attachment 10 - Project Plans.pdf- Attachment 11 - Landscape Plans.pdf- Attachment 12 - Sustainability Report Card.pdf- Attachment 13 - Examples of Council Endorsed CAC Waivers.pdf- Attachment 14 - CPAC Minutes, January 7, 2020.pdf
Final Approval Date:	Feb 1, 2021

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

André Boel, City Planner - Jan 27, 2021 - 12:10 PM

Kate Zanon, General Manager of Community Development - Jan 27, 2021 - 12:30 PM

Dorothy Shermer, Corporate Officer - Jan 27, 2021 - 5:56 PM

Rosemary Lodge, Manager of Communications and Engagement - Jan 29, 2021 - 10:17 AM

Paul Rockwood, General Manager of Finance and Technology - Jan 30, 2021 - 3:29 PM

Tim Savoie, City Manager - Feb 1, 2021 - 11:48 AM

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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Application Fact Sheet

Applicant:	WA Architects
Application Type:	OCP Amendment, Rezoning, Housing Agreements, Road Closure
Project Description:	A multi-family project consisting of 197 residential units in two buildings. Includes non-market housing, commercial space and daycare.
Development Permit Area:	<i>Development Permit Area 2: Moody Centre</i>
Application Number:	6700-20-198
Addresses:	3101 and 3103 St. Johns Street, 3104, 3108 and 3112 St. George Street, and 123, 125, 127 and 129 Buller Street
Existing Zoning:	RS1, RT, and RM4
Proposed Zoning:	CD81
Existing OCP Designation:	Mixed-Use up to 6 storeys (north portion) and Multi-Family up to 3 storeys (south portion)
Proposed OCP Designation:	Mixed-Use up to 6 storeys (no change) and Multi-Family up to 6 storeys (increase in height)
Surrounding Development:	North: Service Station Commercial (C4) lot. The site is developed with a service station East: The two lots directly adjacent to the St. Johns Street lots have been approved for development for a six-storey mixed use building under a separate CD Bylaw. Further east, lands are zoned Civic Service (P1) and is the location of Moody Middle School; South: A new townhouse development zoned CD69. The site was recently completed with three-storey townhouses; West: Public Safety Building zoned Civic Service (P1).

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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Development Statistics:

	Proposed Development
Number of residential units	197 including 44 market rental units and 6 non-market units
Commercial space	834m ² (8,980ft ²) including 4,923ft ² including 457m ² (4,923ft ²) daycare facility
Density	2.92 Total FAR, 2.69 Residential FAR
Parking Spaces	304 total including <ul style="list-style-type: none">• 241 residential• 37 visitor• 16 for child care uses• 10 for commercial retail uses
Bicycle Parking	296 long-term bicycle parking spaces

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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City of Port Moody

Bylaw No. 3293

A Bylaw to amend the Official Community Plan to City of Port Moody Official Community Plan Bylaw, 2014, No. 2955 to change the proposed number of storeys for the properties at 3104-3112 St. George Street and 123-129 Buller Street from three (3) to six (6).

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 Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 30, 2021, No. 3293 (St. George Street and Buller Street)".

2. Amendments

- 2.1 The Official Community Plan Overall Land Use Plan – Map 11 – Evergreen Line Sub-Areas Map in Schedule "A" of City of Port Moody Official Community Plan Bylaw, 2014, No. 2955 is amended as indicated on Map 11 – Evergreen Line Sub-Areas Map, attached to this Bylaw as Schedule A, and on Detail Map, attached to this Bylaw as Schedule B, to change the proposed number of storeys for the following properties from three to six:

- Lot 5 District Lot 190 Group 1 New Westminster District Plan 11618 (3104 St. George Street) PID: 009-553-843;
- Lot 6 District Lot 190 Group 1 New Westminster District Plan 11618 (3108 St. George Street) PID: 009-553-860;
- Lot 7 District Lot 190 Group 1 New Westminster District Plan 11618 (3112 St. George Street) PID: 002-389-886;
- Strata Lot 1 District Lot 190 Group 1 New Westminster District Strata Plan EPS669 Together With An Interest In The Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form V (123 Buller Street) PID: 028-989-627;
- Strata Lot 2 District Lot 190 Group 1 New Westminster District Strata Plan EPS669 Together With An Interest In The Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form V (125 Buller Street) PID: 028-989-635;

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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- Strata Lot 3 District Lot 190 Group 1 New Westminster District Strata Plan EPS669 Together With An Interest In The Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form V (127 Buller Street) PID: 028-989-643; and
- Strata Lot 4 District Lot 190 Group 1 New Westminster District Strata Plan EPS669 Together With An Interest In The Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form V (129 Buller Street) PID: 028-989-651.

3. Attachments and Schedules

3.1 The following schedules are attached to and form part of this Bylaw:

- Schedule A – Map 11 – Evergreen Line Sub-Areas Map
- 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 ___ day of ____, 20__.

Read a second time this ___ day of ____, 20__.

Public Hearing held this ___ day of ____, 20__.

Read a third time this ___ day of ____, 20__.

Adopted this ___ day of ____, 20__.

R. Vagramov
Mayor

D. Shermer
Corporate Officer

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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I hereby certify that the above is a true copy of Bylaw No. 3293 of the City of Port Moody.

D. Shermer
Corporate Officer

Considered at the Special Council Meeting of June 22, 2021

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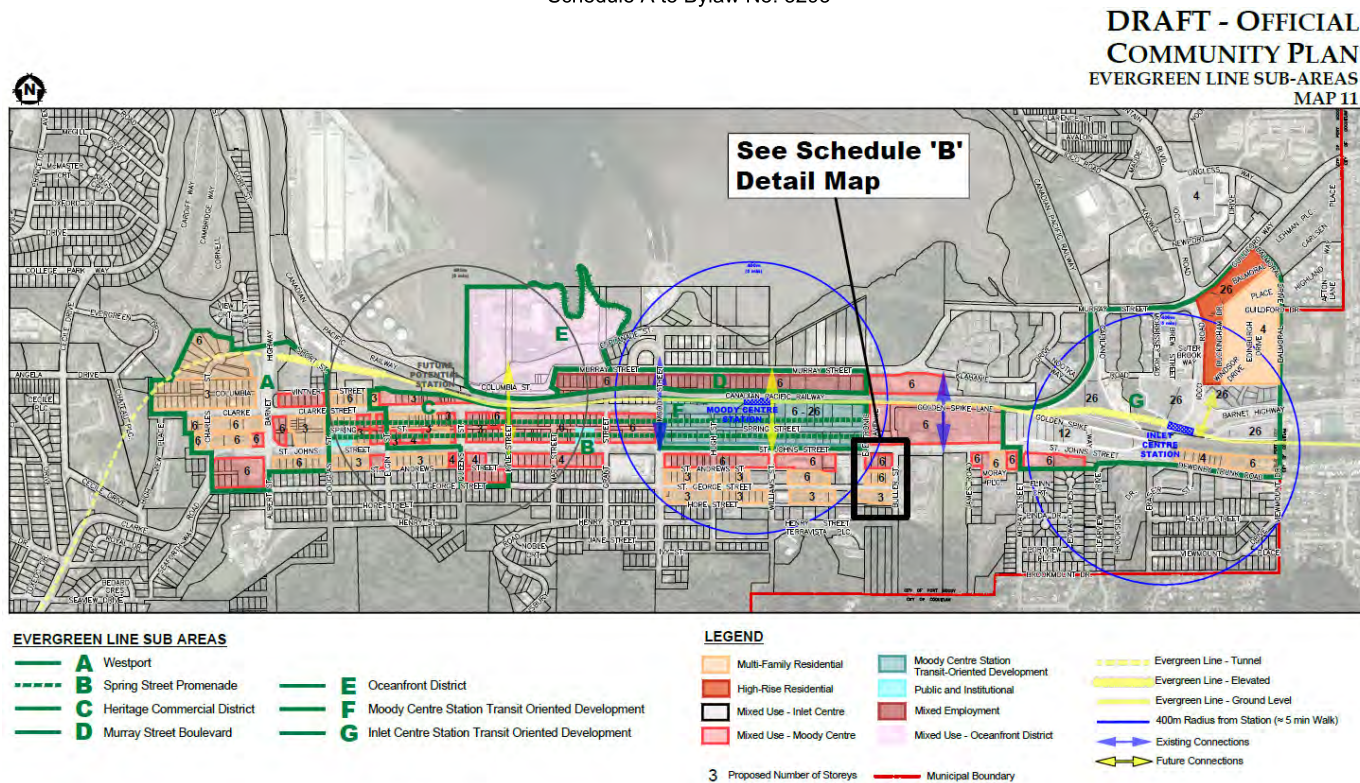
Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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Schedule A to Bylaw No. 3293



Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

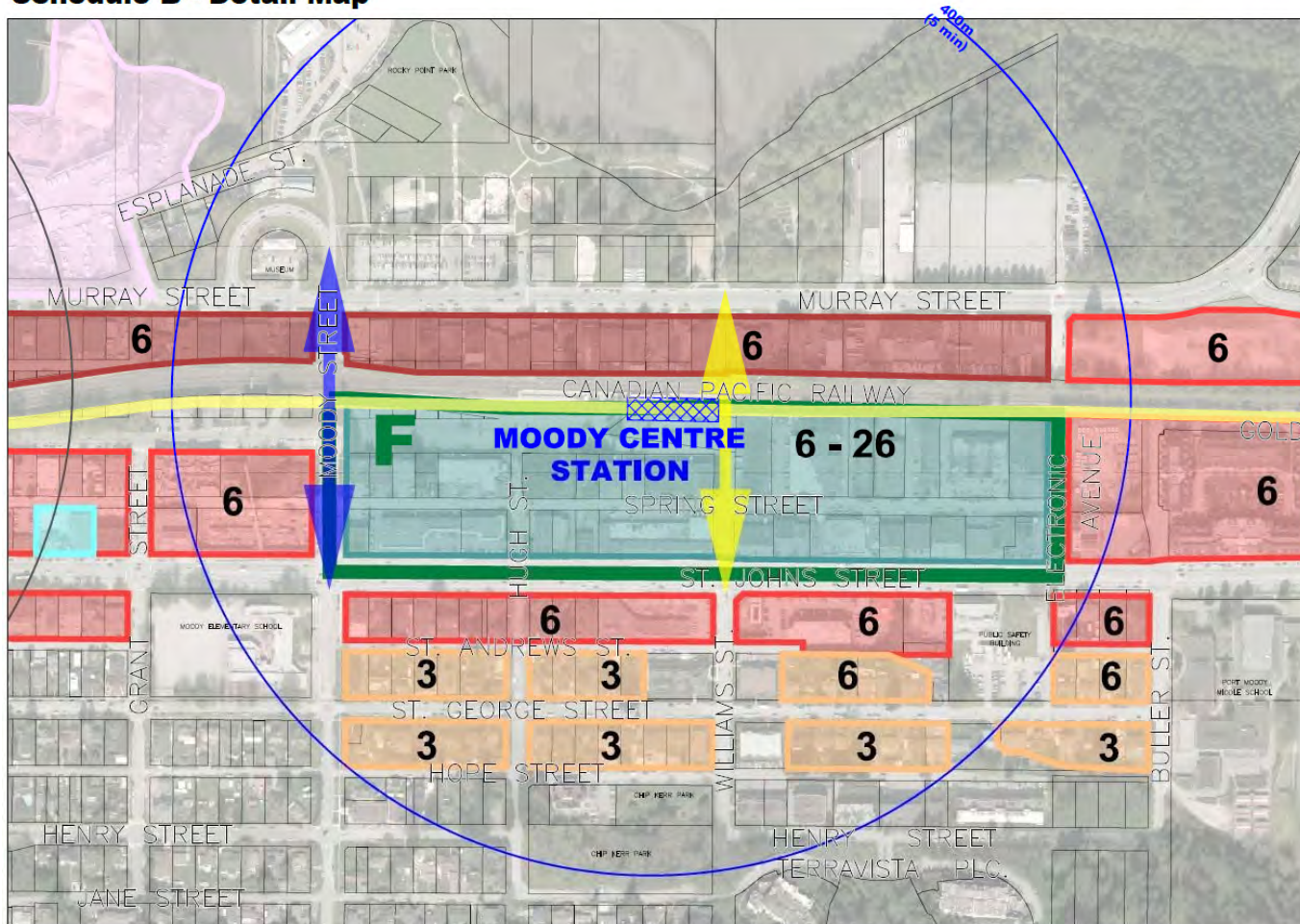
61

Considered at February 9, 2021 Council Meeting

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Schedule B to Bylaw No. 3293

Schedule B - Detail Map



Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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City of Port Moody

Bylaw No. 3294

A Bylaw to amend City of Port Moody Zoning Bylaw, 2018, No. 2937 to facilitate the development of one mixed-use building containing commercial uses on the ground floor and residential uses above, and one residential apartment building, all over a common underground parking structure at 3101 and 3103 St. Johns Street, 123-129 Buller Street, and 3104, 3108, and 3112 St. George Street.

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. 50, 2021, No. 3294 (St. Johns Street, St. George Street, and Buller Street) (CD81)".

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 Comprehensive Development Zone 81 (CD81):

Lot 5 District Lot 190 Group 1 New Westminster District Plan 11618
009-553-843;

Lot 6 District Lot 190 Group 1 New Westminster District Plan 11618
009-553-860;

Lot 7 District Lot 190 Group 1 New Westminster District Plan 11618
002-389-886; and

Lot 1 District Lot 190 Group 1 New Westminster District Plan 11618
Except Plan 12019
009-610-812.

as shown on the attached map.

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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- 2.2 City of Port Moody Zoning Bylaw, 2018, No. 2937 is amended by rezoning the following lands from Semi-Detached Residential (RT) to Comprehensive Development Zone 81 (CD81):

Lot 2 District Lot 190 Group 1 New Westminster District Plan 11618
Except Plan 12019
003-597-393

as shown on the attached map.

- 2.3 City of Port Moody Zoning Bylaw, 2018, No. 2937 is amended by rezoning the following lands from Medium Density Townhouse Residential (RM4) to Comprehensive Development Zone 81 (CD81):

Strata Lot 1 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-627

Strata Lot 2 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-635

Strata Lot 3 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-643

Strata Lot 4 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-651

as shown on the attached map.

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

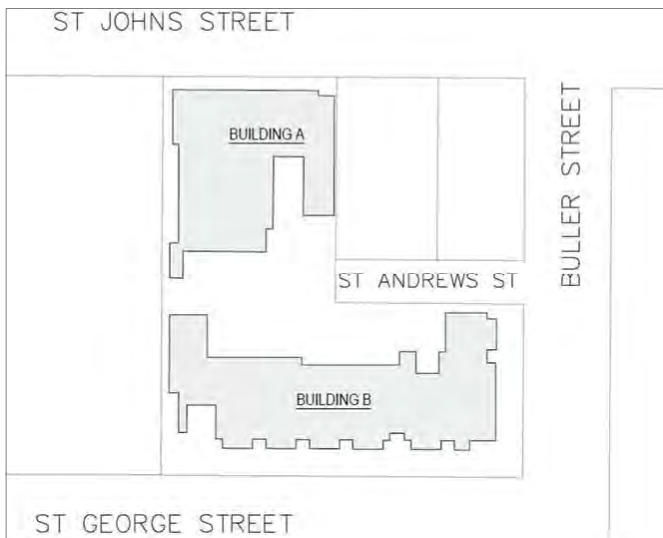
232

- 2.4 City of Port Moody Zoning Bylaw, 2018, No. 2937 is amended by adding the following section CD81 to Schedule D:

“CD81. Comprehensive Development Zone (CD81)

CD81.1 Intent

The intent of this zone is to facilitate the development of one mixed-use building containing commercial uses on the ground floor and residential uses above, and one residential apartment building, all over a common underground parking structure. The development allows for a total maximum of 197 residential units and approximately 836m² (9,000ft²) of commercial space. The site plan shall be in general accordance with the following:



Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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CD81.2 Permitted Uses

The following uses are permitted in the CD81 Zone:

- (1) Apartment;
- (2) Artist Studio – Type A;
- (3) Assembly;
- (4) Child Care;
- (5) Civic;
- (6) Commercial Athletic and Recreation;
- (7) Community Care;
- (8) Entertainment;
- (9) Hotel;
- (10) Office;
- (11) Personal Service;
- (12) Restaurant;
- (13) Retail Food Service;
- (14) Retail;
- (15) Townhouse;
- (16) Work-Live; and
- (17) Home Occupation – Type A (Secondary Use).

CD81.3 Conditions of Use

Commercial uses are only permitted on the ground floor of Building A.

CD81.4 Floor Area Ratio (FAR)

The maximum permitted Floor Area Ratio in the CD81 Zone shall not exceed 2.92.

CD81.5 Building Height

Buildings in the CD81 Zone shall not exceed six storeys or 23m, whichever is less.

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

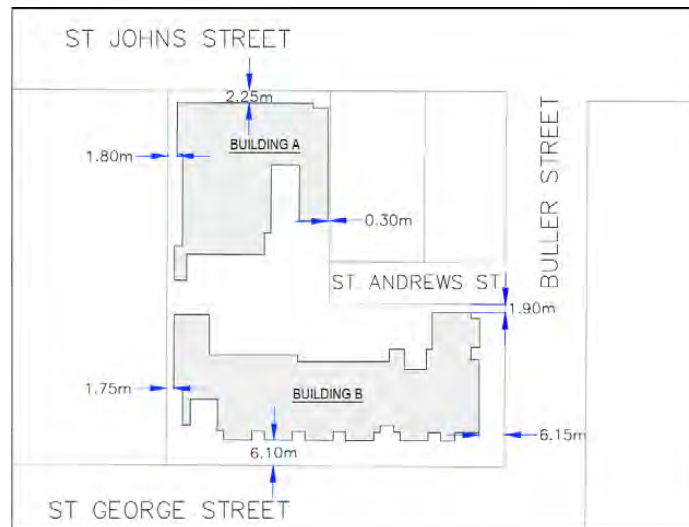
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Considered at February 9, 2021 Council Meeting

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CD81.6 Setbacks

Minimum setbacks in the CD81 Zone shall be in accordance with the following plan:



CD81.7 Parking

A total of 304 Parking Spaces in the CD81 Zone shall be provided with the following allocations:

- (a) 241 residential spaces (1.2 spaces per residential dwelling unit);
- (b) 37 visitor spaces (0.19 visitor spaces per residential dwelling unit);
- (c) 16 commercial spaces dedicated to child care; and
- (d) 10 commercial retail Parking Spaces.

A total of 296 long-term bicycle parking spaces shall be provided.

CD81.8 Landscaping

Refer to section 5.2.10 of this Bylaw for landscaping requirements.

CD81.9 Common Amenity Space

Amenity spaces in the CD81 Zone shall be in accordance with the following:

- (a) The minimum amount of indoor amenity area is 280m²;
- (b) The minimum amount of outdoor amenity area is 730m²; and
- (c) An outdoor covered amenity space dedicated for child care uses shall be provided in the minimum amount of 294m².

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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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 ___ 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. 3294 of the City of Port Moody.

D. Shermer
Corporate Officer

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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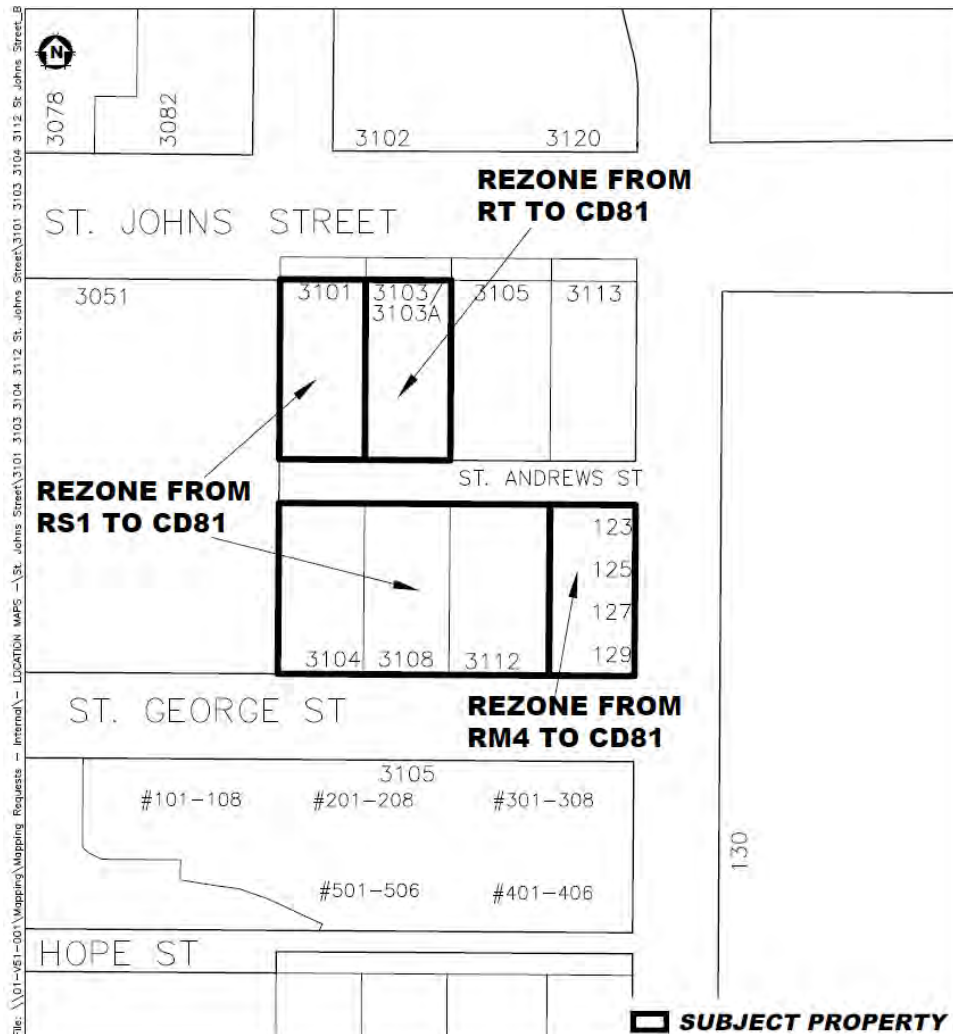
Considered at February 9, 2021 Council Meeting

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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. 50, 2021, No. 3294 (St. Johns Street, St. George Street, and Buller Street) (CD81).

Corporate Officer



Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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City of Port Moody

Bylaw No. 3295

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

- 1.1 This Bylaw may be cited as "City of Port Moody Housing Agreement Bylaw, 2021, No. 3295 (St. Johns Street, St. George Street, and Buller Street – Market Rental Housing)".

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 1143924 B.C. Ltd. with respect to the following lands:

Lot 5 District Lot 190 Group 1 New Westminster District Plan 11618
009-553-843

Lot 6 District Lot 190 Group 1 New Westminster District Plan 11618
009-553-860

Lot 7 District Lot 190 Group 1 New Westminster District Plan 11618
002-389-886

Strata Lot 1 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-627

Strata Lot 2 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-635

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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Strata Lot 3 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-643

Strata Lot 4 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-651

Lot 1 District Lot 190 Group 1 New Westminster District Plan 11618
Except Plan 12019
009-610-812

Lot 2 District Lot 190 Group 1 New Westminster District Plan 11618
Except Plan 12019
003-597-393

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.

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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R. Vagramov
Mayor

D. Shermer
Corporate Officer

I hereby certify that the above is a true copy of Bylaw No. 3295 of the City of Port Moody.

D. Shermer
Corporate Officer

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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Schedule A

TERMS OF INSTRUMENT - PART 2

MARKET RENTAL HOUSING

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

BETWEEN:

1143924 B.C. LTD.
204 - 5740 CAMBIE STREET
VANCOUVER, BC
V5Z 3A6

(the "Owner")

AND:

CITY OF PORT MOODY
100 Newport Drive
Port Moody, British Columbia, V3H 5C3

(the "City")

WHEREAS:

- A. Section 483 of the Local Government Act permits the City to enter into and note on title to the lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units, and rent which may be charged for housing units;
- B. Section 219 of the Land Title Act (as hereinafter defined) permits the registration of a covenant of a negative or positive nature in favour of the City (as hereinafter defined) in respect of the use of land or construction on land;
- C. The Owner (as hereinafter defined) is the registered owner of the Lands (as hereinafter defined);
- D. The City adopted Housing Agreement Bylaw, 2021, No. 3295, authorizing the City to enter into this Agreement on the terms and conditions contained herein;
- E. The Owner and the City wish to enter into this Agreement to restrict the use of and construction on, the Lands on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the Land Title Act and a housing agreement under section 483 of the Local Government Act.

In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

- 1.1. In this Agreement, the following words have the following meanings:
- (a) **"Agreement"** means this market rental housing agreement together with the General Instrument and all schedules attached hereto;
 - (b) **"Building"** means the six-storey building to be built on the Lands, which Building will contain Rental Housing Units as contemplated by the Development Authorization, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Authorization;
 - (c) **"City"** and **"City of Port Moody"**, being the Transferee described in Item 6 of the General Instrument, means the City of Port Moody and is called the "City" when referring to the corporate entity and "City of Port Moody" when referring to the geographic location;
 - (d) **"Development Authorization"** means the development authorization form issued by the City authorizing development of the Lands, or any portion thereof;
 - (e) **"Dwelling Unit"** means each of the one hundred and ninety-seven (197) residential dwelling units located, or to be located in the Building including, where the context permits, a Rental Housing Unit;
 - (f) **"General Instrument"** means the Form C under the Land Title (Transfer Forms) Regulation, as amended, and all schedules and addenda to the Form C charging the Lands;
 - (g) **"Interpretation Act"** means the Interpretation Act, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
 - (h) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
 - (i) **"Lands"** means the land described in Item 2 of the General Instrument and any part, including the Building or a portion of the Building, into which said land is Subdivided;
 - (j) **"Local Government Act"** means the Local Government Act, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
 - (k) **"LTO"** means the New Westminster Land Title Office or its successor;
 - (l) **"Owner"** means 1143924 B.C. LTD., being the Transferor described in Item 5 of the General Instrument, and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of the Rental Housing Units from time to time;

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- (m) **"Property Manager"** means an entity controlled by and affiliated with 1143924 B.C. LTD.;
- (n) **"Real Estate Development Marketing Act"** means the Real Estate Development Marketing Act, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (o) **"Related Person"** means, where the registered or beneficial Owner of the Rental Housing Units, is:
- i. a corporation (as such term is defined in the Business Corporations Act (British Columbia)), then a Related Person is:
 - A. an officer, director, or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - B. the spouse, parent, child, sibling, niece, or nephew of any such officer, director or shareholder; or
 - ii. an individual, then a Related Person is the spouse, parent, child, sibling, niece, or nephew of such individual;
- (p) **"Rental Housing"** means a residential unit which is not occupied by the Owner of the same or by a Related Person, but which is made available by such Owner to the general public, at arms-length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, Residential Tenancy Act and human rights legislation in British Columbia;
- (q) **"Rental Housing Units"** and **"Rental Housing Unit"** means the forty-four (44) Dwelling Units designated by the Owner as Rental Housing Units to be contained in the Building as set out in Schedule A of this Agreement and used solely for the purpose of Rental Housing in accordance with this Agreement;
- (r) **"Residential Tenancy Act"** means the Residential Tenancy Act, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (s) **"Strata Property Act"** means Strata Property Act S.B.C. 1998, Chapter 43 together with all amendments thereto and replacements thereof;
- (t) **"Subdivide"** means to divide, apportion, consolidate, or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions, or shares, whether by plan, descriptive words or otherwise, under the Land Title Act, the Strata Property Act, or otherwise, and includes the creation, conversion, organization, or development of "cooperative interests" or "shared interest in land" as defined in the Real Estate Development Marketing Act;

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- (u) **"Tenancy Agreement"** means a tenancy agreement, lease, licence, or other agreement granting rights to occupy a Rental Housing Unit;
- (v) **"Tenant"** means an occupant of a Rental Housing Unit by way of a Tenancy Agreement; and
- (w) **"Term"** means the term of this Agreement being 20 years from the date of registration of this Agreement.

1.2. In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders, or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the Interpretation Act with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators, and receivers;
- (j) reference to a "day", "month", "quarter", or "year" is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

ARTICLE 2

USE OF LANDS AND CONSTRUCTION OF RENTAL HOUSING UNITS

- 2.1 The Owner covenants and agrees with the City in respect of the use of the Lands and any Dwelling Unit on, or to be constructed on, the Lands that:

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- (a) the Lands will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will not allow any Rental Housing Unit to be used, throughout the Term, except as a Rental Housing pursuant to a Tenancy Agreement;
- (c) it hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement;
- (d) the Rental Housing Units must be designed and constructed to the same standard, in terms of layout, workmanship, and materials, as the balance of the Dwelling Units in the Building on the Lands;
- (e) 1 parking stall will be constructed and assigned to each of the Rental Housing Units; and
- (f) it will keep and maintain or cause to be kept and maintained, the Building and the Rental Housing Units and all parts thereof in good repair and in a safe, clean, neat, and tidy condition, reasonable wear and tear, excepted, and will insure, or cause to be insured, the Rental Housing Units to the full replacement cost, or such lower threshold as is permitted under the Strata Property Act, against perils normally insured against by strata corporations and owners of similar property in the City of Port Moody by reasonable and prudent owners of similar residential units, buildings, and lands.

2.2 The Owner covenants and agrees with the City that the Owner will not:

- (a) be issued with a Development Authorization unless the Development Authorization includes the Rental Housing Units;
- (b) permit occupancy of, or apply for an Occupancy Permit from the City for any Dwelling Units to be constructed in the Building unless and until the Rental Housing Units have first been constructed and approved for occupancy, as evidenced by the issuance of an Occupancy Permit by the City;
- (c) occupy, nor permit any person to occupy any Rental Housing Units, in part or in whole, constructed in the Building and the City will not be obligated to permit occupancy of any Rental Housing Units constructed in the Building until all of the following conditions are satisfied:
 - i. the Rental Housing Units and related uses and areas have been constructed to the satisfaction of the City;
 - ii. the Rental Housing Units have received final building permit inspection granting occupancy; and

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iii. the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands.

2.3 The Owner must not rent, lease, license, or otherwise permit occupancy of any Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:

- (a) the Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement; and
- (b) no Rentable Housing Unit shall be rented on less than a thirty (30) days rental period, whatsoever.

2.4 The Owner will:

- (a) ensure that all Tenants shall be permitted access to all common property and other common areas, facilities, and indoor and outdoor amenities, including the outdoor swimming pool and associated fitness centre, regardless of whether the Lands are Subdivided or stratified; and
- (b) not require the Tenants to pay any strata fees, strata property contingency reserve fees, or any extra charges or fees charged by the strata corporation for use of any common property, limited common property, or other common areas, facilities, or amenities.

ARTICLE 3 STRATA CORPORATION BYLAWS

3.1 This Agreement will be binding upon all strata corporations ("**Strata Corporations**") created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.

3.2 Any Strata Corporation bylaw which prevents, restricts, or abridges the right to use the Rental Housing Units as Rental Housing will have no force and effect.

3.3 No Strata Corporation shall pass any bylaws preventing, restricting, or abridging the use of the Rental Housing Units as Rental Housing.

3.4 No Strata Corporation shall pass any bylaw or approve any levies which would result in only a Tenant of a Rental Housing Unit paying any extra charges or fees for the use of any common property, limited common property, or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.

3.5 No Strata Corporation shall pass any bylaw which purports to restrict access to Tenants to all common property, or other common areas, facilities, and indoor and outdoor amenities, including the outdoor swimming pool and associated fitness centre, regardless of whether the Lands are Subdivided or stratified.

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ARTICLE 4 MISCELLANEOUS

4.1 Housing Covenant/Section 219 Covenant. The Owner covenants and agrees with the City that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the Local Government Act and a covenant under section 219 of the Land Title Act;
- (b) the Owner may Subdivide the Lands such that the Building is stratified and each of the Rental Housing Units become separate legal parcels. Where the Lands have not yet been Subdivided, to create the separate legal parcels to be charged by this Agreement, the City may file notice of this Agreement in the LTO over the Lands under section 483 of the Local Government Act and may register this Agreement as a Land Title Act section 219 covenant in the LTO against title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the Local Government Act or registered as a Land Title Act section 219 covenant prior to the Lands being Subdivided to create the separate legal parcels and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are Subdivided, to charge and secure only the legal parcels which contain the Rental Housing Unit(s), then the City shall at the Owner's request, without further City council approval, authorization, or bylaw, partially discharge this Agreement accordingly. Notwithstanding any failure or delay by the City to deliver the partial discharge of this Agreement from the legal parcels which are not designated as Rental Housing Units on Schedule A hereto, this Agreement is deemed to be discharged from all legal parcels that are not designated as Rental Housing Units, provided that the Owner acknowledges and agrees that in the event that the Rental Housing Unit is in a strata corporation, this Agreement shall remain noted on the index of the common property of the strata corporation stored in the LTO. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended.

4.2 The Owner agrees, pursuant to section 219 of the Land Title Act, that:

- (a) the terms and conditions of this Agreement constitute a covenant in respect of the use of the Lands and any Rental Housing Units on or to be constructed on the Lands and annexed to and running with the Lands and that the Lands shall only be used in accordance with the terms of this Agreement; and
- (b) the City may register this Agreement in the LTO against title to the Lands as a covenant pursuant to section 219 of the Land Title Act.

4.3 Management and Maintenance. The Owner covenants and agrees that throughout the Term, in order to ensure the long- term maintenance of the Rental Housing Units, they will furnish good and efficient management of the Rental Housing Units through the Property Manager. The Owner further covenants and agrees that it will maintain the Rental Housing

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Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

4.4 **Reporting.** The Owner will direct the Property Manager to report annually to the City to confirm that the Owner is complying with this Agreement

4.5 **Indemnity.** The Owner will indemnify and save harmless the City and each of its elected officials, officers, employees, directors, and agents, and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) the use or occupancy of any Rental Housing Unit;
- (b) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (c) the City refusing to issue a Development Authorization or building permit, or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands;
- (d) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Rental Housing Unit or the enforcement of any Tenancy Agreement; and
- (e) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

This indemnity is an integral part of the Land Title Act section 219 covenant hereby granted by the Owner to the City.

4.6 **Release.** The Owner hereby releases and forever discharges the City and each of its elected officials, officers, employees, directors, 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 or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation, or management of the Lands or any Rental Housing Unit under this Agreement;
- (b) the City refusing to issue a Development Authorization or building permit, or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands; or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

4.7 **Survival.** The obligations of the Owner set out in sections 4.5 and 4.6 of this Agreement will survive termination or discharge of this Agreement.

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4.8 **Priority.** The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City, will be registered against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those in favour of the City or specifically approved in advance in writing by the City's solicitor or senior planner, and that a notice under section 483(5) of the Local Government Act will be filed on title to the Lands.

4.9 **City's Powers Unaffected.** This Agreement does not:

- (a) affect, fetter, or limit the discretion, rights, duties, or powers of the City or the council of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

4.10 **Agreement for Benefit of City Only.** The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier, or user of the Lands or the building or any portion thereof, including any Rental Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

4.11 **No Public Law Duty.** Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

4.12 **Notice.** Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

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

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or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

- 4.13 **Enuring Effect.** This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 4.14 **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
- 4.15 **Waiver.** All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.
- 4.16 **Sole Agreement.** This Agreement, and any documents signed by the Owners contemplated by this Agreement, represents the whole agreement between the City and the Owner respecting the use and occupation of the Rental Housing Units, and there are no warranties, representations, conditions, or collateral agreements made by the City, except as set forth in this Agreement.
- 4.17 **Further Assurance.** Upon request by the City, the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.
- 4.18 **Covenant Runs with the Lands.** This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided containing the Rental Housing Units for the Term. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors, and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.
- 4.19 **Limitation on Owner's Obligations.** The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands or the Building, as the case may be, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands or the Building, as the case may be, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.
- 4.20 **Equitable Remedies.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

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- 4.21 **No Joint Venture.** Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.22 **Applicable Law.** Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the Residential Tenancy Act, this Agreement is without effect to the extent of the conflict.
- 4.23 **Deed and Contract.** By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.
- 4.24 **Joint and Several.** If the Owner is composed of more than one person, firm, or body corporate, then the covenants, agreements, and obligations of the Owner shall be joint and several.

ARTICLE 5 DEFAULT AND REMEDIES

- 5.1 **Notice of Default.** The City may give to the Owner written notice to cure a default under this Agreement within thirty (30) days of receipt of notice or such longer period as reasonably required if such default cannot be cured within thirty (30) days by the Owner acting diligently. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.
- 5.2 **Costs.** The Owner will pay to the City on demand by the City all the City's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.
- 5.3 **Damages.** The Owner acknowledges that the City requires the Rental Housing Units to be rented in accordance with this Agreement for the benefit of the community. The Owner therefore agrees that for each month a Rental Housing Unit is not occupied in accordance with this Agreement, the Owner must pay the City \$500.00 (the "**Damage Payment**") per month 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 unless the Owner is acting with diligence, to the satisfaction of the City, to correct the breach within a reasonable period of time. The Owner agrees that payment may be enforced by the City in a court of competent jurisdiction as a contract debt.
- 5.4 **Rent Charge.** By this section, the Owner grants to the City a rent charge under section 219 of the Land Title Act, and at common law, securing payment by the Owner to the City of the Damage Payment as described in section 5.3. The City agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under section 5.3 is due and payable to the City in accordance with section 5.3. The City may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.

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5.5 **Specific Performance.** The Owner 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 Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in ensuring the provision of Rental Housing Units to be occupied by Tenants and restricting occupancy of the Lands in accordance with this Agreement.

5.6 **No Penalty or Forfeiture.** The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing Rental Housing Units for Tenants, 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the General Instrument - Part 1, which is a part hereof.

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SCHEDULE A
LOCATION OF RENTAL HOUSING UNITS

Forty-four (44) Rental Housing Units shall be constructed in the Building, in accordance with the following floor-by-floor diagrams on the Lands:

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PRIORITY AGREEMENT

_____(the "**Chargeholder**") is the holder of Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers _____, and _____, respectively (the "**Bank Charges**").

The Chargeholder, being the holder of the Bank Charges, by signing the Form C General Instrument attached hereto as Part I, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder) hereby consents to the granting of this Section 483 Housing Agreement and Section 219 Covenant and hereby covenants that this Section 483 Housing Agreement and Section 219 Covenant shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Section 483 Housing Agreement and Section 219 Covenant had been registered prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified, and without reservation or limitation.

END OF DOCUMENT

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City of Port Moody

Bylaw No. 3296

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

- 1.1 This Bylaw may be cited as "City of Port Moody Housing Agreement Bylaw, 2021, No. 3296 (St. Johns Street, St. George Street, and Buller Street – Non-Market Rental Housing)".

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 1143924 B.C. Ltd. with respect to the following lands:

Lot 5 District Lot 190 Group 1 New Westminster District Plan 11618
009-553-843

Lot 6 District Lot 190 Group 1 New Westminster District Plan 11618
009-553-860

Lot 7 District Lot 190 Group 1 New Westminster District Plan 11618
002-389-886

Strata Lot 1 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-627

Strata Lot 2 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-635

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Strata Lot 3 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-643

Strata Lot 4 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-651

Lot 1 District Lot 190 Group 1 New Westminster District Plan 11618
Except Plan 12019
009-610-812

Lot 2 District Lot 190 Group 1 New Westminster District Plan 11618
Except Plan 12019
003-597-393

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.

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R. Vagramov
Mayor

D. Shermer
Corporate Officer

I hereby certify that the above is a true copy of Bylaw No. 3296 of the City of Port Moody.

D. Shermer
Corporate Officer

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Schedule A

SECTION 219 COVENANT- HOUSING AGREEMENT NON-MARKET RENTAL HOUSING

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

BETWEEN:

1143924 B.C. LTD.
204 - 5740 CAMBIE STREET
VANCOUVER, BC
V5Z 3A6

(the "Owner")

AND:

CITY OF PORT MOODY
100 Newport Drive
Port Moody, BC
V3H 5C3

(the "City")

WHEREAS:

- A. Section 483 of the Local Government Act permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units, and rent which may be charged for housing units;
- B. Section 219 of the Land Title Act permits the registration of a covenant of a negative or positive nature in favour of the City in respect of the use of land, construction on land, or the subdivision of land;
- C. The Owner is the owner of the Lands (as hereinafter defined);
- D. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for non-market rental housing on the terms and conditions set out in this Agreement;
- E. The City adopted Housing Agreement Bylaw, 2021, No. 3296, authorizing the City to enter into this Agreement on the terms and conditions contained herein; and
- F. The Owner and the City wish to enter into this Agreement to restrict the use of, and construction on, the Lands on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the Land Title Act and a housing agreement under section 483 of the Local Government Act.

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In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following words have the following meanings:

- a) **"Affordable Housing Strategy"** means the Interim Affordable Housing Guidelines approved on March 17, 2020, as may be further amended by the City from time to time in its sole discretion;
- b) **"Agreement"** means this agreement together with all schedules, attachments, and priority agreements attached hereto;
- c) **"Building"** means the six-storey building to be built on the Lands, which Building will contain Non-Market Housing Units as contemplated by the Development Authorization, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Authorization;
- d) **"City"** and **"City of Port Moody"**, means the City of Port Moody and is called the **"City"** when referring to the corporate entity and **"City of Port Moody"** when referring to the geographic location;
- e) **"CPI"** means the All-Items Consumer Price Index for Canada published from time to time by Statistics Canada, or its successor in function;
- f) **"Daily Amount"** means \$100.00 per day as of January 1, 2021 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2021 to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 5.1 of this Agreement. In the absence of an obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- g) **"Development"** means a mid-rise, residential development to be constructed on the Lands;
- h) **"Development Authorization"** means the development authorization form issued by the City authorizing development of the Lands, or any portion(s) thereof;
- i) **"Dwelling Unit"** means each of the one hundred and ninety-seven (197) residential dwelling units located or to be located in the Building and includes, where the context permits, an Non-Market Housing Unit;
- j) **"Eligible Non-Profit Society"** means a not-for-profit housing society (approved by the City) which will acquire legal ownership of the Non-Market Housing Units, and manage

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the day-to-day operations of the Non-Market Housing Units to which this Agreement applies;

- k) **"Eligible Tenant"** means a Family having a cumulative annual income of less than \$30,000.
- l) **"Family"** means:
- i) a person; or
 - ii) two or more persons related by blood, marriage, or adoption or cohabitating in a marriage like relationship;
- m) **"General Manager of Planning and Development"** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- n) **"Interpretation Act"** means the Interpretation Act, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- o) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- p) **"Lands"** means the land described in Item 2 of the Land Title Act Form C to which this Agreement is attached; and including the Building or a portion of the Building, into which said land(s) is or are Subdivided;
- q) **"Local Government Act"** means the Local Government Act, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- r) **"LTO"** means the New Westminster Land Title Office or its successor;
- s) **"Non-Market Housing Units"** means six (6) Dwelling Units to be constructed in the Building (as set out in Schedule A) on the Lands in accordance with this Agreement and in accordance with the following table:

	Total No. of Units	1-Bedroom Units	2-Bedroom Units
Non-Market Housing Units	6	3	3

- t) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided containing the Non-Market Housing Units, and includes any person who is a registered owner in fee simple of an Non-Market Housing Unit from time to time;
- u) **"Permitted Rent"** means the rent for each particular Non-Market Housing Unit which is equal to either:
- i) shelter rates; or

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- ii) rent geared towards income.
 - v) **"Real Estate Development Marketing Act"** means the Real Estate Development Marketing Act, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
 - w) **"Residential Tenancy Act"** means the Residential Tenancy Act, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
 - x) **"Strata Property Act"** means the Strata Property Act S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
 - y) **"Subdivide"** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions, or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization, or development of "cooperative interests" or "shared interest in land" as defined in the Real Estate Development Marketing Act;
 - z) **"Tenancy Agreement"** means a tenancy agreement, lease, licence, or other agreement granting rights to an Eligible Tenant to occupy a Non-Market Housing Unit; a
 - aa) **"Term"** means the term of this Agreement being the lesser of 60 years from the date this Agreement is registered, or the useful life of the Building that contains the Non-Market Housing Units; and
 - bb) **"Transfer Amount"** means \$10.00.
- 1.2. In this Agreement:
- a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - d) reference to any enactment includes any regulations, orders, or directives made under the authority of that enactment;
 - e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
 - f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;

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- g) time is of the essence;
- h) all provisions are to be interpreted as always speaking;
- i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer, and invitee of the party;
- j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
- k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

ARTICLE 2

USE AND OCCUPANCY OF NON-MARKET HOUSING UNITS

- 2.1. The Owner agrees that each Non-Market Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. A Non-Market Housing Unit must not be occupied by the Owner, the Owner's family members, or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Non-Market Housing Unit is used as the usual, main, regular, habitual, principal residence, abode, or home of the Eligible Tenant.
- 2.2. Within 30 days after receiving notice from the City, the Owner must, in respect of each Non-Market Housing Unit, provide to the City a statutory declaration, substantially in the form (attached as Appendix A), certified by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Non-Market Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City as requested by the City in respect to a Non-Market Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3. The Owner hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4. The Owner covenants and agrees with the City that:
 - a) the Non-Market Housing Units must be designed and constructed to the same standard, in terms of layout, workmanship, and materials, as the balance of the Dwelling Units in the Building on the Lands;

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- b) 5 stalls, being 0.8 of a parking stall per unit, will be constructed and assigned to the Non-Market Housing Units;
 - c) the Owner will do everything necessary, at the Owner'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;
 - d) the Owner will advertise on the internet and print publications that are accessible to members of the general public in the City of Port Moody when there are vacancies for Non-Market Housing Units; and
 - e) the Owner will not stratify the Building into more than 192 strata lots, with one of the 192 strata lots containing all six (6) Non-Market Housing Units.
- 2.5 The Owner covenants and agrees with the City that the Owner will not:
- a) be issued a Development Authorization unless the Development Authorization includes the Non-Market Housing Units;
 - b) permit occupancy of, or apply for an Occupancy Permit from the City for any Dwelling Units to be constructed in the Building unless and until the Non-Market Housing Units have first been constructed and approved for occupancy, as evidenced by the issuance of an Occupancy Permit by the City; and
 - c) occupy, nor permit any person to occupy any Non-Market Housing Units, in part or in whole, constructed on the Lands and the City will not be obligated to permit occupancy of any Non-Market Housing Units constructed on the Lands until all of the following conditions are satisfied:
 - i) the Non-Market Housing Units and related uses and areas have been constructed to the satisfaction of the City;
 - ii) the Non-Market Housing Units have received final building permit inspection granting occupancy; and
 - iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands.

ARTICLE 3

DISPOSITION AND ACQUISITION OF NON-MARKET HOUSING UNITS

- 3.1. The Owner will not permit an Non-Market Housing Unit Tenancy Agreement to be subleased or assigned, except to an Eligible Tenant and only pursuant to the terms of this Agreement.

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- 3.2. The Owner may not, without the prior written consent of the City, acting in its sole discretion, sell or transfer less than six (6) Non-Market Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Non-Market Housing Unit becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than six (6) Non-Market Housing Units.
- 3.3. The Owner may not, without the prior written consent of the City, acting in its sole discretion, sell or transfer the Non-Market Housing Units to any entity other than an Eligible Non-Profit Society and for an amount greater than the Transfer Amount.
- 3.4. The Owner must not rent, lease, license, or otherwise permit occupancy of any Non-Market Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
 - a) the Non-Market Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - b) no Non-Market Housing Unit shall be rented on less than a 30-day rental period, whatsoever;
 - c) the monthly rent payable for the Non-Market Housing Unit will not exceed the Permitted Rent applicable to that class of Non-Market Housing Unit;
 - d) the Owner will:
 - i) ensure that all Eligible Tenants shall be permitted access to all common property and other common areas, facilities, and indoor and outdoor amenities, including the outdoor swimming pool and associated fitness centre, regardless of whether the Lands are Subdivided or stratified; and
 - ii) not require the Eligible Tenant to pay any strata fees, strata property contingency reserve fees, or any extra charges or fees charged by the strata corporation for use of any common property, limited common property, or other common areas, facilities, or amenities, including without limitation sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, that, an Owner may charge the Eligible Tenant the cost, if any, of providing cable television, telephone, other telecommunications, gas, or electricity fees and charges or fines relating to the Eligible Tenant's activities or use, provided that if the Non-Market Housing Unit is part of a strata corporation, the Owner shall not charge the Eligible Tenant any of the foregoing costs which are included as part of the strata or similar fees charged by such strata corporation;
 - e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
 - f) the Owner will include in the Tenancy Agreement a clause requiring the Eligible Tenant and each permitted occupant of the Non-Market Housing Unit to comply with this Agreement;

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- g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - i) an Non-Market Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - ii) the annual income of an Eligible Tenant rises more than 7.5% above the applicable maximum amount specified in section 1.1(k) of this Agreement;
 - iii) the Non-Market Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Non-Market Housing Unit given the number and size of bedrooms in the Non-Market Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - iv) the Non-Market Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - v) the Eligible Tenant subleases the Non-Market Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Eligible Tenant a notice of termination. Except for section 3.3(g)(ii) of this Agreement, the notice of termination shall provide that the termination of the tenancy shall be effective thirty (30) days following the date of the notice of termination. In respect to section 3.3(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- h) the Tenancy Agreement will identify all occupants of the Non-Market Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Non-Market Housing Unit for more than thirty (30) consecutive days or more than forty-five (45) days total in any calendar year; and
 - i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon written request.
- 3.5. If the Owner has terminated the Tenancy Agreement, then the Owner shall, subject to applicable law, including the Residential Tenancy Act, use commercially reasonable efforts to cause the Eligible Tenant and all other persons that may be in occupation of the Non-Market Housing Unit to vacate the Non-Market Housing Unit on or before the effective date of termination.

ARTICLE 4 STRATA CORPORATION BYLAWS

- 4.1. This Agreement will be binding upon all strata corporations ("Strata Corporation") created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands that contain the Non-Market Housing Units.

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- 4.2. Any Strata Corporation bylaw which prevents, restricts, or abridges the right to use the Non-Market Housing Units as non-market rental accommodation will have no force and effect.
- 4.3. No Strata Corporation shall pass any bylaws preventing, restricting, or abridging the use of the Non-Market Housing Units as rental accommodation.
- 4.4. No Strata Corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Eligible Tenant of a Non-Market Housing Unit paying any extra charges or fees for the use of any common property, limited common property, or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 4.5. No Strata Corporation shall pass any bylaw which purports to restrict access to Eligible Tenants to all common property, or other common areas, facilities, and indoor and outdoor amenities, including the outdoor swimming pool and associated fitness centre, regardless of whether the Lands are Subdivided or stratified.

ARTICLE 5 DEFAULT AND REMEDIES

- 5.1. **Notice of Default.** The City may give to the Owner written notice to cure a default under this Agreement within thirty (30) days of receipt of notice or such longer period as reasonably required if such default cannot be cured by the Owner acting diligently. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.
- 5.2. **Costs.** The Owner will pay to the City on demand by the City all the City's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.
- 5.3. **Damages.** The Owner acknowledges that the City requires Non-Market Housing Units for housing Eligible Persons for the benefit of the community. The Owner therefore agrees that for each day a Non-Market Housing Unit is occupied in breach of this Agreement, the Owner must pay the City 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 unless the Owner is acting with diligence, to the satisfaction of the City, to correct the breach within a reasonable period of time. 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 CPI. The Owner agrees that payment may be enforced by the City in a court of competent jurisdiction as a contract debt.
- 5.4. **Rent Charge.** By this section, the Owner grants to the City a rent charge under section 219 of the Land Title Act, and at common law, securing payment by the Owner to the City of the Daily Amount as described in section 5.3. The City agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under section 5.3 is due and payable to the City in

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accordance with section 5.3. The City may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.

- 5.5. **Specific Performance.** The Owner agrees that, without affecting any other rights or remedies the City may have in respect of any breach of this Agreement that continues beyond the cure period, 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 Owner of this Agreement that continues beyond the cure period. The Owner agrees that this is reasonable given the public interest in ensuring the provision of Non-Market Housing Units to be occupied by Eligible Tenants and restricting occupancy of the Lands in accordance with this Agreement.
- 5.6. **No Penalty or Forfeiture.** The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing Non-Market Housing Units for Eligible Tenants, 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.
- 5.7. **Cumulative Remedies.** No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit, or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

ARTICLE 6 MISCELLANEOUS

- 6.1. **Housing Agreement/Section 219 Covenant.** The Owner acknowledges and agrees that:
- a) this Agreement includes a housing agreement entered into under section 483 of the Local Government Act;
 - b) the Owner may not, without the prior written consent of the City, acting in its sole discretion, sell or transfer less than six (6) Non-Market Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Non-Market Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than six (6) Non-Market Housing Units;
 - c) the Owner may not, without the prior written consent of the City, acting in its sole discretion, sell or transfer the Non-Market Housing Units to any entity other than an Eligible Non-Profit Society and for an amount greater than the Transfer Amount;

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- d) it will not make any application during the Term to Subdivide the Building into more than 192 strata lots, one of which shall contain all six (6) Non-Market Housing Units but for clarity the Owner may Subdivide the Lands such that the Building comprises its own airspace parcel or may Subdivide the Lands such that all of the Non-Market Housing Units comprise a single airspace parcel but shall not be further Subdivided, subject to the City's approval; and
 - e) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file notice of this Agreement in the LTO over the Lands and may register this Agreement as a Land Title Act Section 219 Covenant in the LTO against the title to the Lands. Subject to section 2.4(e), if this Agreement is filed in the LTO as a notice under section 483 of the Local Government Act or registered as a Section 219 Covenant, prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Non-Market Housing Units, then the City shall at the Owner's request, without further City council approval, authorization, or bylaw, partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended.
- 6.2. The Owner agrees, pursuant to section 219 of the Land Title Act, that:
- a) the terms and conditions of this Agreement constitute a covenant in respect of the use of the Lands and any Non-Market Housing Units to be constructed on the Lands and annexed to and running with the Lands, and that the Lands shall only be used in accordance with the terms of this Agreement; and
 - b) the City may register this Agreement in the LTO against title to the Lands as a covenant pursuant to section 219 of the Land Title Act.
- 6.3. **No Compensation.** The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.
- 6.4. **Modification.** Subject to section 6.1 of this Agreement, this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 6.5. **Management and Long-Term Maintenance.** The Owner covenants and agrees that, in order to ensure the long-term maintenance of the Non-Market Housing Units, it will furnish good and efficient management of the Non-Market Housing Units and will permit representatives of the City to inspect the Non-Market Housing Units at any reasonable time, subject to the notice provisions in the Residential Tenancy Act. The Owner further covenants and agrees that it will maintain the Non-Market Housing Units in a good state of repair and fit for habitation and will comply with all laws, including

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health and safety standards applicable to the Lands. The City acknowledges and agrees that the Non-Market Housing Units need not be managed by the same manager and the manager or managers of any strata lots in the applicable strata plan which are not Non-Market Housing Units.

- 6.6. **Indemnity.** The Owner will indemnify and save harmless the City and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- a) the use or occupancy of any Non-Market Housing Unit;
 - b) any negligent act or omission of the Owner, or its officers, directors, agents, contractors, or other persons for whom at law the Owner is responsible relating to this Agreement;
 - c) the City refusing to issue a Development Authorization, building permit, or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands;
 - d) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Non-Market Housing Unit or the enforcement of any Tenancy Agreement; and
 - e) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.
- 6.7. **Release.** The Owner hereby releases and forever discharges the City and each of its elected officials, officers, employees, directors, 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 or which would or could not occur but for the:
- a) construction, maintenance, repair, ownership, lease, license, operation, or management of the Lands or any Non-Market Housing Unit under this Agreement;
 - b) City refusing to issue a Development Authorization or building permit, or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands; and/or
 - c) exercise by the City of any of its rights under this Agreement or an enactment.
- 6.8. **Survival.** The obligations of the Owner set out in sections 6.6 and 6.7 of this Agreement will survive termination or discharge of this Agreement.
- 6.9. **Priority.** The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement will be registered against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration

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against title to the Lands save and except those in favour of the City and that a notice under section 483(5) of the Local Government Act will be filed on the title to the Lands.

- 6.10. **City's Powers Unaffected.** This Agreement does not:
- a) affect or limit the discretion, rights, duties, or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
 - b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - c) affect or limit any enactment relating to the use or subdivision of the Lands; or
 - d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.
- 6.11. **Agreement for Benefit of City Only.** The Owner and the City agree that:
- a) this Agreement is entered into only for the benefit of the City;
 - b) this Agreement is not intended to protect the interests of the Owner, any Eligible Tenant, or any future owner, lessee, occupier, or user of the Lands or the building or any portion thereof, including any Non-Market Housing Unit; and
 - c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
- 6.12. **No Public Law Duty.** Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.
- 6.13. **Notice.** Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:
- To: The City of Port Moody
 100 Newport Drive
 Port Moody, BC V3H 5C3
- or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.
- 6.14. **Enuring Effect.** This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

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- 6.15. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
- 6.16. **Waiver.** All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.
- 6.17. **Sole Agreement.** This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the City and the Owner respecting the use and occupation of the Non-Market Housing Units, and there are no warranties, representations, conditions, or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and any other agreement, this Agreement shall, to the extent necessary to resolve such conflict, prevail.
- 6.18. **Further Assurance.** Upon request by the City, the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.
- 6.19. **Covenant Runs with the Lands.** This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided containing the Non-Market Housing Units for the Term. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors, and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.
- 6.20. **Equitable Remedies.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 6.21. **No Joint Venture.** Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 6.22. **Applicable Law.** Unless the context otherwise requires, the laws of British Columbia (including, without limitation, the Residential Tenancy Act) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.
- 6.23. **Deed and Contract.** By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.
- 6.24. **Joint and Several.** If the Owner is composed of more than one person, firm, or body corporate, then the covenants, agreements, and obligations of the Owner shall be joint and several.

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- 6.25. **Limitation on Owner's Obligations.** The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands or the Building, as the case may be, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands or the Building, as the case may be, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the General Instrument - Part 1, which is a part hereof.

DRAFT

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SCHEDULE A
LOCATION OF NON-MARKET HOUSING

DRAFT

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**APPENDIX A
FORM OF STATUTORY DECLARATION**

OWNER'S STATUTORY DECLARATION

I, _____ of _____, British Columbia, [in my capacity as _____ of the Owner and without personal liability (if applicable),] do certify that:

1. I am the owner (the "Owner") or authorized signatory of the Owner of _____ (the "Non-Market Housing Unit"), and make this certificate to the best of my personal knowledge.
2. This certificate is made pursuant to the housing agreement registered as CA _____ at the Land Title Office (the "Housing Agreement") in respect of the Non-Market Housing Unit.
3. For the period from _____ to _____, the Non-Market Housing Unit was occupied only by the Eligible Tenant (as defined in the Housing Agreement) whose names and current addresses appear below:
[Names, addresses and phone numbers of Eligible Tenants]
4. The rent charged each month for the Non-Market Housing Unit is as follows:
 - a. the monthly rent on the date 365 days before this date of this certificate: \$ _____ per month;
 - b. the rent on the date of this certificate: \$ _____; and
 - c. the proposed or actual rent that will be payable on the date that is 90 days after the date of this certificate: \$ _____
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Non-Market Housing Unit is situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.
6. I make this Statutory Declaration, conscientiously believing it to be true and knowing that the City of Port Moody will be relying upon the statements made herein.

[Owner]

Signature

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PRIORITY AGREEMENT

_____ (the "**Chargeholder**") is the holder of Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers _____, and _____, respectively (the "**Bank Charges**").

The Chargeholder, being the holder of the Bank Charges, by signing the Form C General Instrument attached hereto as Part I, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder) hereby consents to the granting of this Section 483 Housing Agreement and Section 219 Covenant and hereby covenants that this Section 483 Housing Agreement and Section 219 Covenant shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Section 483 Housing Agreement and Section 219 Covenant had been registered prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified, and without reservation or limitation.

END OF DOCUMENT

Considered at the Special Council Meeting of June 22, 2021

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City of Port Moody

Bylaw No. 3297

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

- 1.1 This Bylaw may be cited as "City of Port Moody Road Closure Bylaw – Portion of St Andrews Street, 2021, No. 3297".

2. Legal Description

- 2.1 That the 404.4m² area shown in heavy black outline and identified as Parcel A on Reference Plan EPP 106548 dedicated as road on Plan 11618, District Lot 190, 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 106548.

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.

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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. 3297 of the City of Port Moody.

D. Shermer
Corporate Officer

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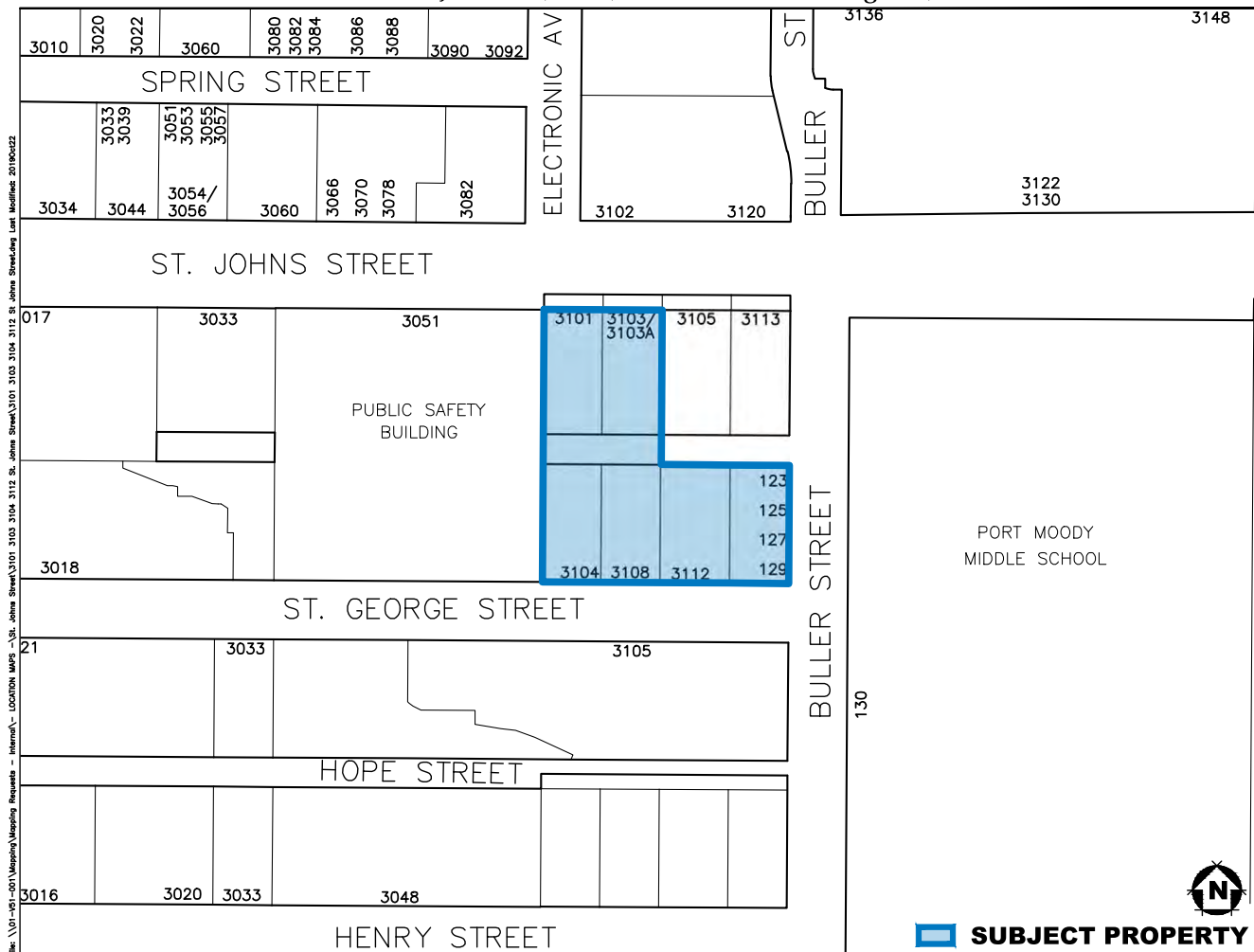
Considered at April 20, 2021 Council Meeting

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LOCATION MAP - 3101 & 3103 St Johns St., 3104, 3108 & 3112 St George St., 123/125/127/129 Buller St.



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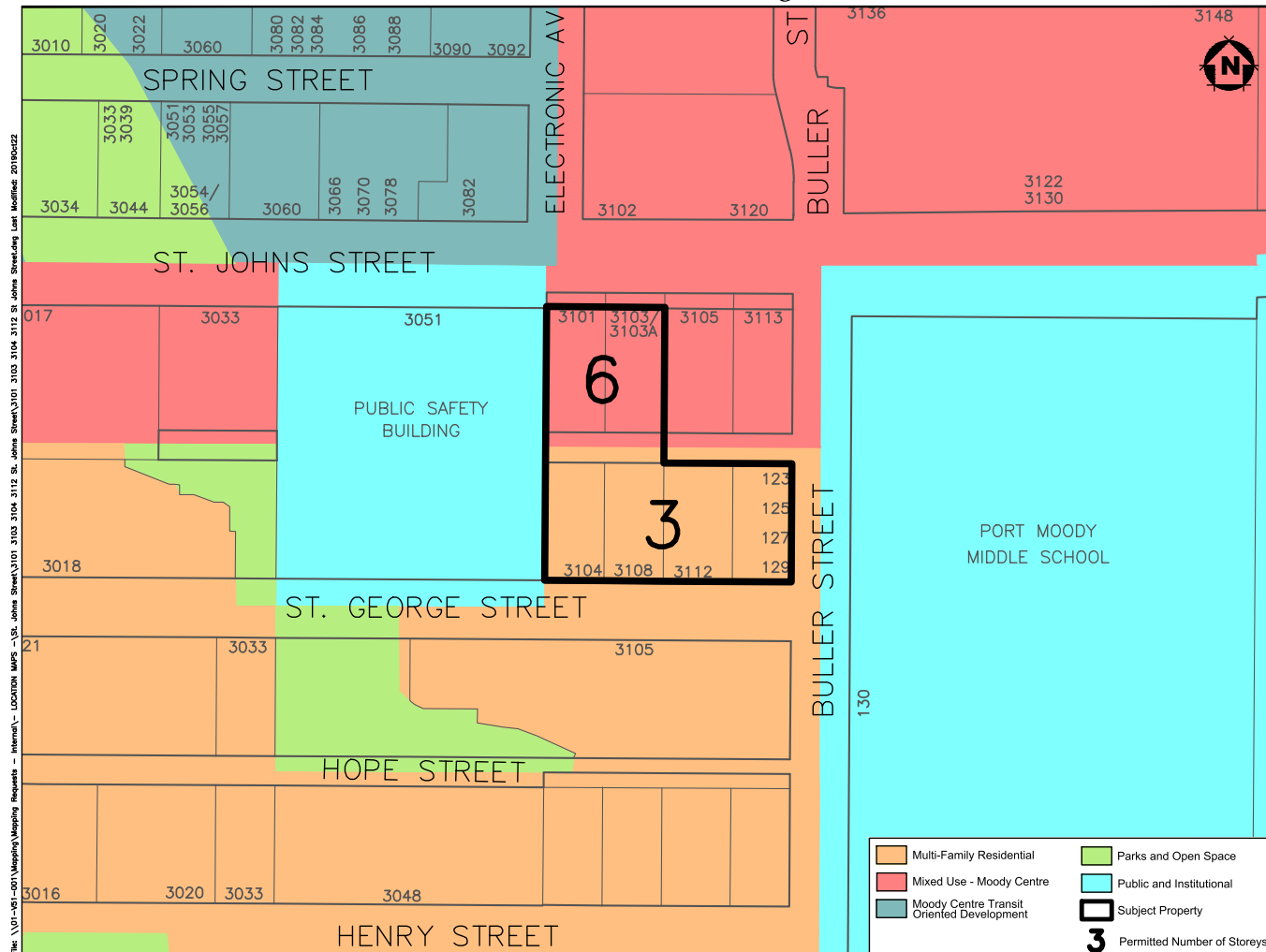
Considered at April 20, 2021 Council Meeting

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OCP MAP - 3101 & 3103 St Johns St., 3104, 3108 & 3112 St George St., 123/125/127/129 Buller St.



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[illegible]

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ST. JOHNS RESIDENTIAL DEVELOPMENT

REISSUED FOR RZ/DP & OCP AMENDMENT

PORT MOODY

JANUARY 18, 2021



SHEET LIST

1. COVER
2. PROJECT STATISTICS
3. ORTHOPHOTO
4. SITE CONTEXT PHOTOS
5. FIRE DEPARTMENT ACCESS PLAN
6. PRELIMINARY CODE ANALYSIS
7. PRELIMINARY CODE ANALYSIS
8. PRELIMINARY CODE ANALYSIS
9. SITE PLAN
10. PARKING LEVELS FLOOR PLANS
11. BUILDING A - LEVEL 1 FLOOR PLAN
12. BUILDING A - LEVEL 2-6 FLOOR PLAN
13. BUILDING B - LEVEL 1 FLOOR PLAN
14. BUILDING B - LEVEL 2 FLOOR PLAN
15. BUILDING B - LEVEL 3 FLOOR PLAN
16. BUILDING B - LEVEL 4-5 FLOOR PLAN
17. BUILDING B - LEVEL 6 FLOOR PLAN
18. BUILDING A UNIT PLANS
19. BUILDING B UNIT PLANS
20. BUILDING B UNIT PLANS
21. BUILDING B UNIT PLANS
22. BUILDING A - NORTH & SOUTH ELEVATIONS
23. BUILDING A - COURTYARD ELEVATIONS
24. BUILDING B - NORTH & SOUTH ELEVATIONS
25. WEST ELEVATIONS
26. EAST ELEVATIONS
27. MATERIAL BOARD
28. BUILDING SECTION
29. PERSPECTIVE RENDERING
30. PERSPECTIVE RENDERING
31. PERSPECTIVE RENDERING
32. PERSPECTIVE RENDERING
33. PERSPECTIVE RENDERING
34. PERSPECTIVE RENDERING
35. PERSPECTIVE RENDERING

IWA
ARCHITECTS

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BUILDING A 6 STOREY MIXED USE (CRM2) SUMMARY 6 FLOORS

SITE			
POST DEDICATION (LANE INCLUDED)		22,722 SF	
HEIGHT			
AVERAGE GRADE (GEODETIC)		58.75' (17.91m)	
BUILDING HEIGHT		65.25' (19.89m)	
AREA	GROSS	NET	UNITS
LEVEL 1	12,121 SF	8,980 SF	
LEVELS 2-5	49,256 SF (4flrs @ 12,314)	41,187 SF (4flrs @ 10,297)	68 UNITS (17 / floor)
LEVEL 6	10,606 SF	8,538 SF	14 UNITS
BLDG GROSS	71,982 SF	58,704 SF	82 UNITS
LESS DAYCARE/COMMUNITY	8,980 SF		
RES. GROSS	63,002 SF		
COVERAGE	19,169 SF		

BUILDING B 6 STOREY APARTMENT (RM8) SUMMARY 6 FLOORS

SITE			
POST DEDICATION		36,062 SF	
HEIGHT			
AVERAGE GRADE (GEODETIC)		58.75' (17.91m)	
BUILDING HEIGHT		64.25' (19.58m)	
AREA	GROSS	NET	UNITS
LEVEL 1	17,487 SF	10,971 SF	19 UNITS
LEVEL 2	18,435 SF	16,577 SF	13 UNITS
LEVEL 3	18,584 SF	16,655 SF	27 UNITS
LEVELS 4 & 5	34,377 SF (2flrs @ 17,188)	30,552 SF (2flrs @ 15,276)	42 UNITS (21 / floor)
LEVEL 6	12,637 SF	10,732 SF	14 UNITS
BLDG GROSS	101,519 SF	85,486 SF	115 UNITS
LESS AMENITY AREA	1,981 SF		
RES. GROSS	99,539 SF		
COVERAGE	22,011 SF		

COMBINED PROJECT

SUMMARY

SITE		
SITE AREA (POST DEDICATION)	58,784 SF	
BUILDING A+B	173,501 SF	
LESS EXCLUSIONS (2M ² ADAPTABLE UNIT)	171,521 SF	
TOTAL F.A.R.	2.92	
RESIDENTIAL F.A.R. (LESS DAYCARE/COMMUNITY AMENITY, & EXCLUSIONS)	2.69	
AVERAGE GRADE (GEODETTIC)	58.75'	(17.91m)
LOT COVERAGE	70.1%	41,180 SF

SETBACKS

A - NORTH (FRONT)	7.50' (2.29m)
A - EAST (SIDE)	1.00' (0.30m)
A - WEST (SIDE)	5.90' (1.80m)
B - SOUTH (FRONT)	20.06' (6.12m)
B - EAST (SIDE)	20.23' (6.17m)
B - WEST (SIDE)	5.77' (1.76m)
B - NORTH (REAR)	6.25' (1.90m)

ADAPTABLE UNITS

COUNT (50% OF NON-GROUND ORIENTED UNITS)	92 UNITS
AREA EXCLUSION (2m ² / UNIT)	1,981 SF

UNITS

STUDIO	(0%)	0 UNITS
1 BED	(38%)	75 UNITS
1+ BED	(18%)	37 UNITS
2 BED	(39%)	76 UNITS
3 BED	(5%)	9 UNITS
TOTAL UNITS		197 UNITS
NON-MARKET	(3%)	6 UNITS
MARKET RENTAL	(22%)	44 UNITS
MARKET STRATA		147 UNITS
NON-MARKET AREA		2,580 SF

AMENITY

REQUIRED (32.3 SF / UNIT)	6,363 SF
PROVIDED	11,104 SF
INDOOR PROVIDED	3,014 SF
OUTDOOR PROVIDED	8,090 SF

PARKING (REQUIRED)

MARKET STRATA	219 STALLS
STUDIO / 1 BED (1.0 / UNIT)	62 UNITS 62 STALLS
2 / 3 BED (1.5 / UNIT)	85 UNITS 128 STALLS
VISITOR (0.2 / UNIT)	147 UNITS 29 STALLS
MARKET RENTAL	53 STALLS
DWELLINGS (1.0 / UNIT)	44 UNITS 44 STALLS
VISITOR (0.2 / UNIT)	44 UNITS 9 STALLS
NON-MARKET	6 STALLS
DWELLINGS (0.9 / UNIT)	6 UNITS 5 STALLS
VISITOR (0.1 / UNIT)	6 UNITS 1 STALLS
CHILD CARE (3 / 1,001 SF)	4,923 SF 16 STALLS
CRU (1 / 431 SF)	4,057 SF 10 STALLS
TOTAL REQUIRED	304 STALLS
ACCESSIBLE STALLS (275-325 STALLS)	7 STALLS

PARKING (PROVIDED)

PARKING LEVEL 1	114 STALLS
CHILD CARE	16 STALLS
CRU	10 STALLS
VISITOR	37 STALLS
RESIDENT	51 STALLS
PARKING LEVEL 2 (RESIDENT)	159 STALLS
PARKING LEVEL 3 (RESIDENT)	31 STALLS
TOTAL PROVIDED	304 STALLS
ACCESSIBLE STALLS	7 STALLS
LOADING SPACES	2 STALL

BICYCLE PARKING

REQUIRED		
SHORT-TERM (6 / BLDG)	12 SPACES	
LONG-TERM (1.5 / UNIT)	296 SPACES	
PROVIDED		
SHORT-TERM	12 SPACES	
LONG-TERM	327 SPACES	

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BULLER AND ST. ANDREWS LOOKING SOUTHWEST



ST. GEORGE FACING SOUTH



CORNER OF BULLER AND ST. GEORGE LOOKING WEST



CORNER OF ST. JOHN AND BULLER LOOKING WEST

Considered at the Special Council Meeting of June 22, 2021

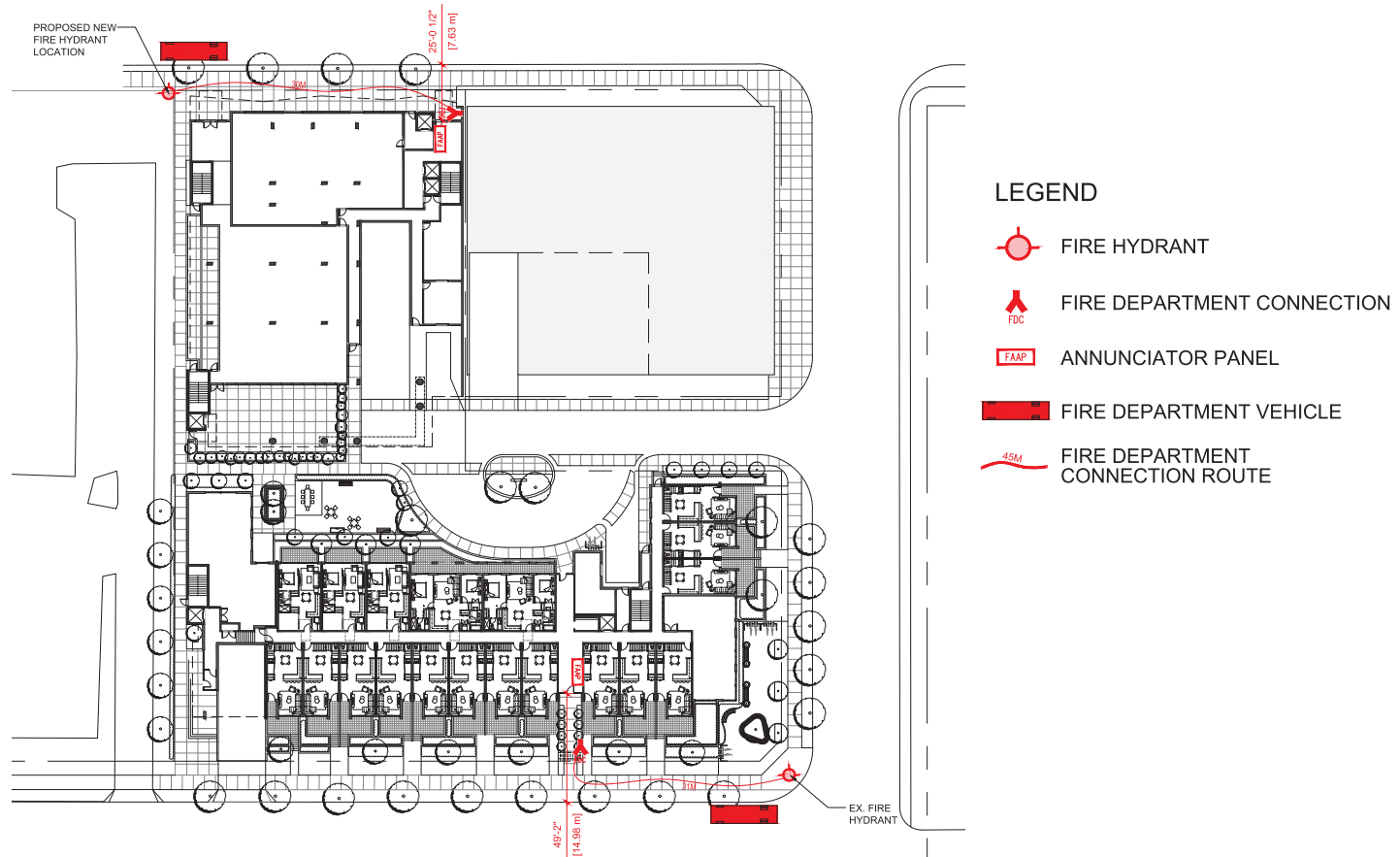
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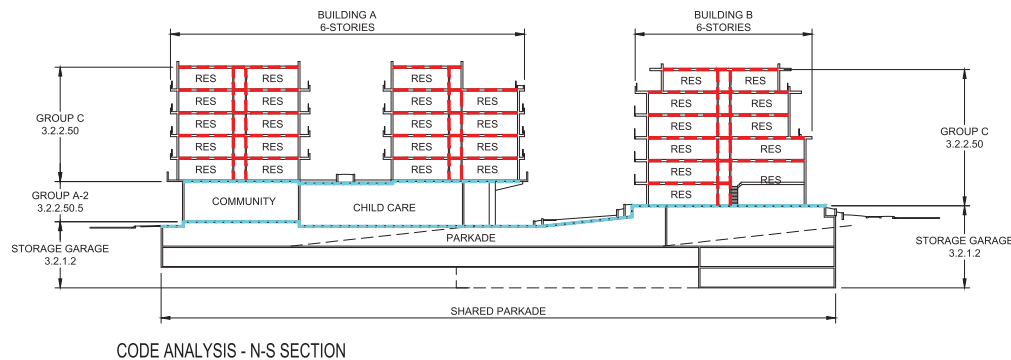
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British Columbia Building Code, 2018, Data Matrix		BCBC Reference
TYPE OF PROJECT	<input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Renovation <input type="checkbox"/> Tenant Improvement	
BASIS OF CODE ANALYSIS	<input checked="" type="checkbox"/> Part 3 <input type="checkbox"/> Part 9	
BUILDING AREA	BUILDING A = 1,495m ² BUILDING B = 1,819m ² (WEST = 319m ² EAST = 1,499m ²)	1.4.1.2
MAJOR OCCUPANCIES	GROUP "A2" = ASSEMBLY GROUP "C" = RESIDENTIAL	3.1.2.1
MULTIPLE OCCUPANCY FIRE SEPARATIONS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3.1.3.1
FIREWALLS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No MAX BUILDING AREA = 1,500m ²	3.1.10.2 (2) 3.2.2.50.1 d) vi)
NUMBER OF STOREYS	BUILDING A= 6 BUILDING B= 6	3.2.1.1
NUMBER OF STREETS	BUILDING A= 1 BUILDING B= 3	3.2.2.10 & 3.2.5
BUILDING CLASSIFICATION	Group 'A', Division 2, up to 6 Storeys, any area, sprinklered Group 'C', up to 6 Storeys, Sprinklered	3.2.2.50.5 3.2.2.50
PERMITTED CONSTRUCTION	Group 'A2' Group 'C' <input type="checkbox"/> Combustible <input type="checkbox"/> Non-combustible <input checked="" type="checkbox"/> Both <input type="checkbox"/> Combustible <input type="checkbox"/> Non-combustible <input checked="" type="checkbox"/> Both	3.2.2.50.5 3.2.2.50
FIRE RESISTANCE RATINGS (FRR)	Group 'A2': 2 Hour FRR (floors, mezzanines and loadbearing support) Group 'C': 1 Hour FRR (floors, roof, mezzanine, load bearing support)	3.2.2.50.5 3.2.2.50

FIRE ALARM REQUIRED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3.2.4.1
ACCESS ROUTE DESIGN	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3.2.5.6
STANDPIPE REQUIRED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3.2.5.8
AUTOMATIC SPRINKLER REQUIRED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3.2.5.12
FIRE DEPARTMENT CONNECTION	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3.2.5.15.(2)
LIGHTING & EMERGENCY POWER SYSTEMS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3.2.7
SEPARATION OF SUITES	1 hour	3.3.1.1
SEPARATION OF PUBLIC CORRIDORS	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3.3.1.4
TWO EGRESS DOORWAYS PROVIDED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3.3.1.5
JANITOR ROOM FIRE SEPARATION	0 hour FRR	3.3.1.21.(3)
STORAGE GARAGE SEPARATIONS	N/A	3.3.5.6
EXITS (NUMBER)	BUILDING A >= 2 BUILDING B >= 2	3.4.2.1.(1)
EXITS (TRAVEL DISTANCE)	45.0 m max. permitted	3.4.2.5.(1)(c)



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PRELIMINARY CODE ANALYSIS

JANUARY 18, 2021

Considered at the Special Council Meeting of June 22, 2021

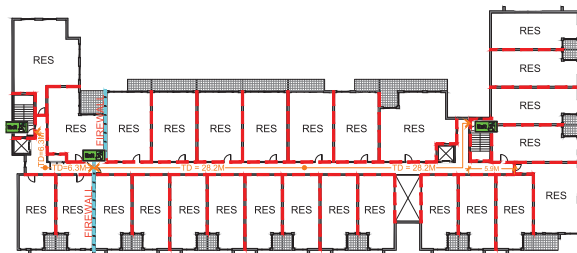
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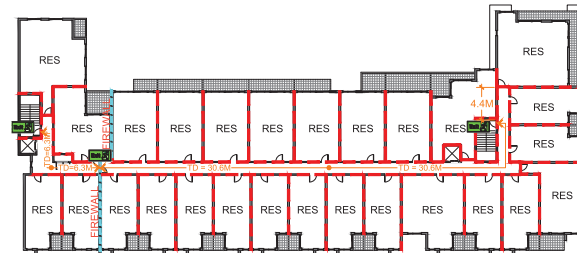
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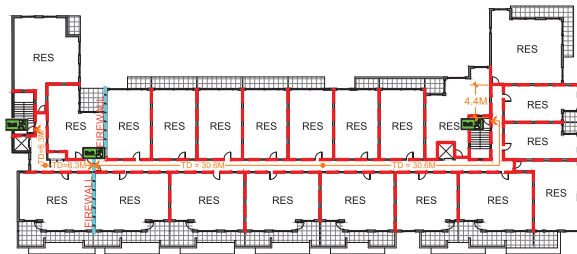
288



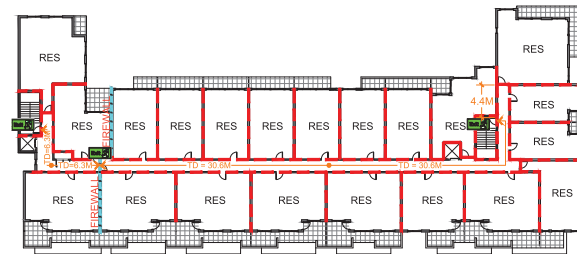
BUILDING B - LEVEL 2 CODE PLAN



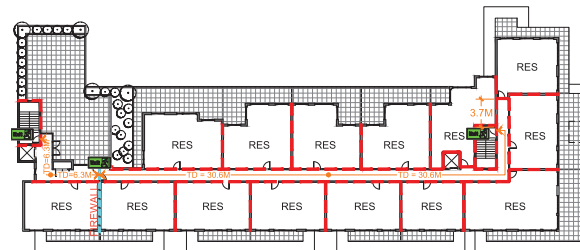
BUILDING B - LEVEL 3 CODE PLAN



BUILDING B - LEVEL 4 CODE PLAN



BUILDING B - LEVEL 5 CODE PLAN



BUILDING B - LEVEL 6 CODE PLAN

Considered at the Special Council Meeting of June 22, 2021

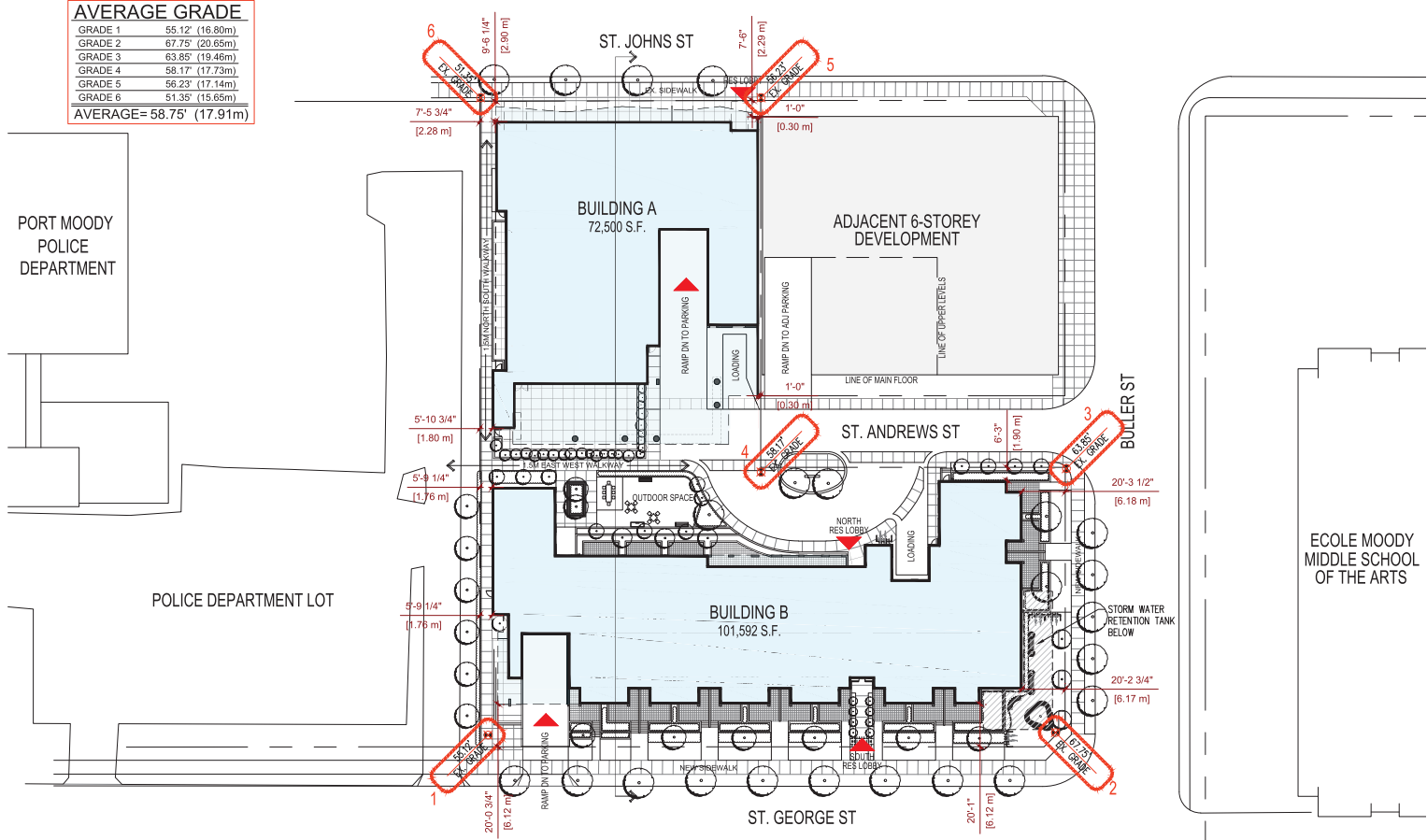
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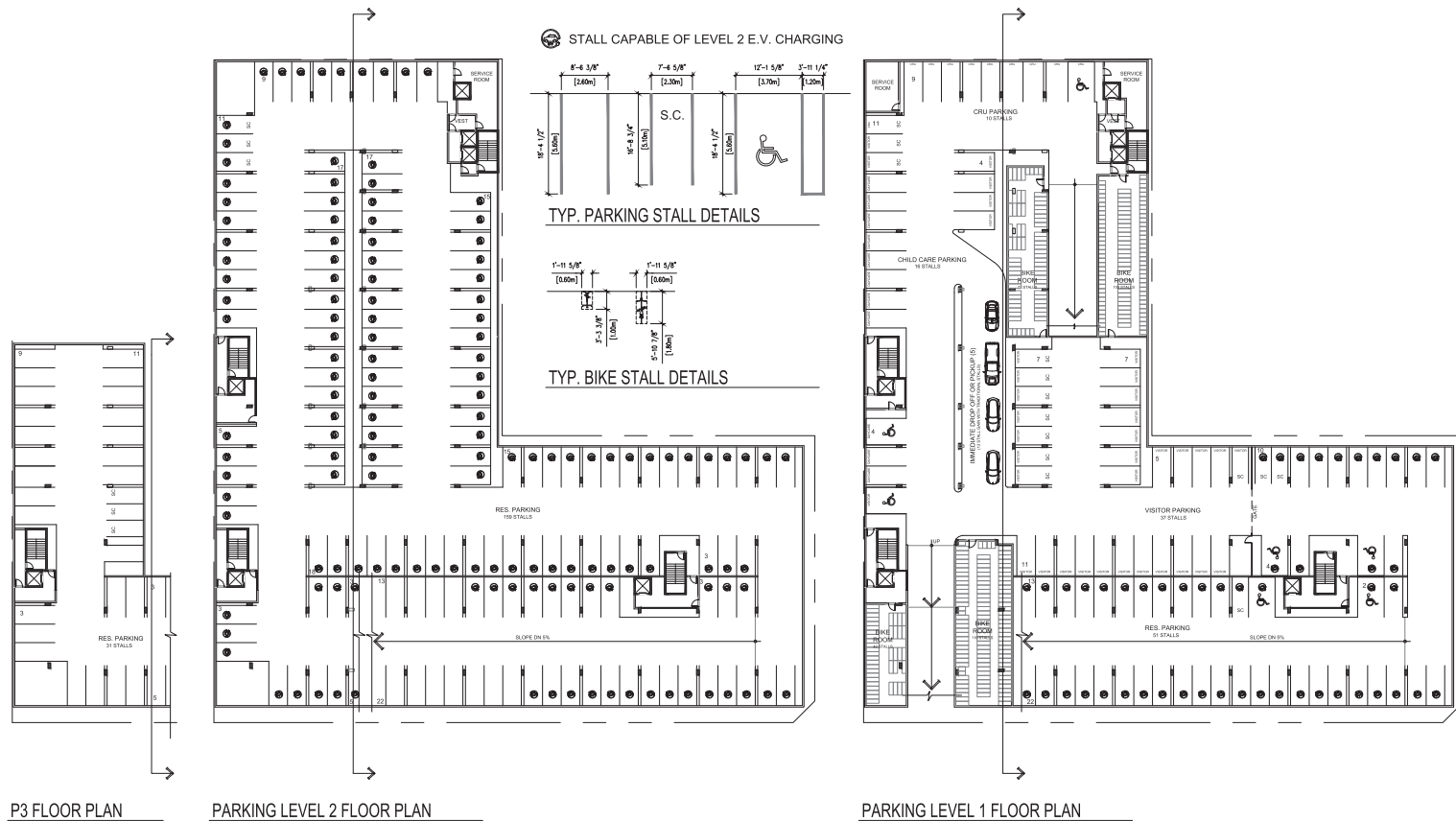
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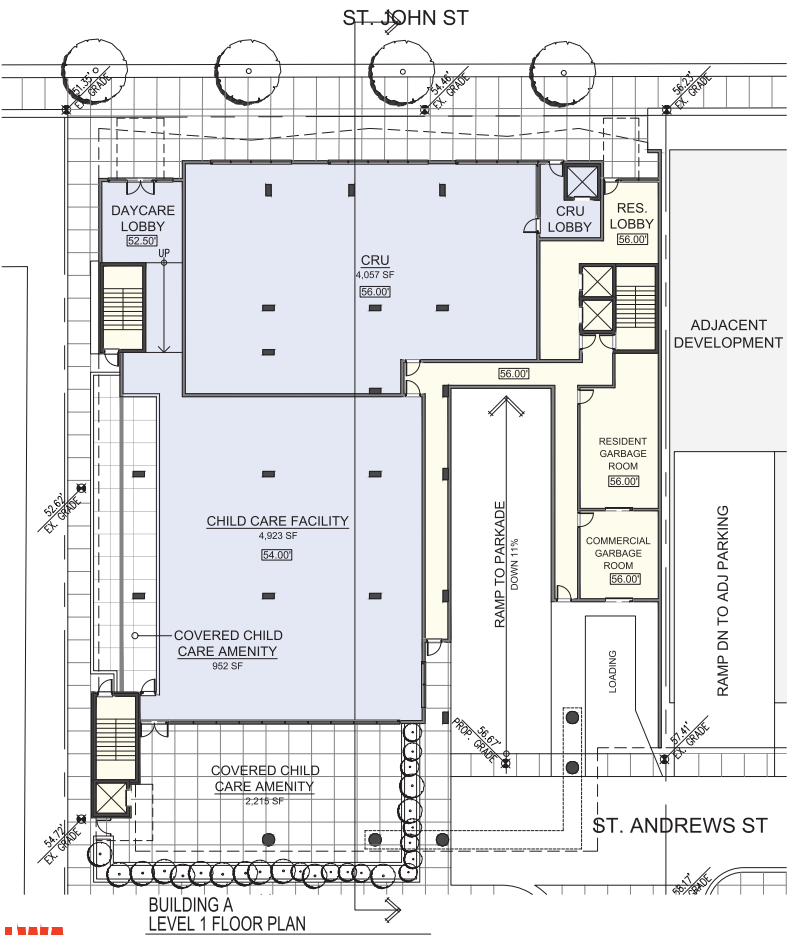
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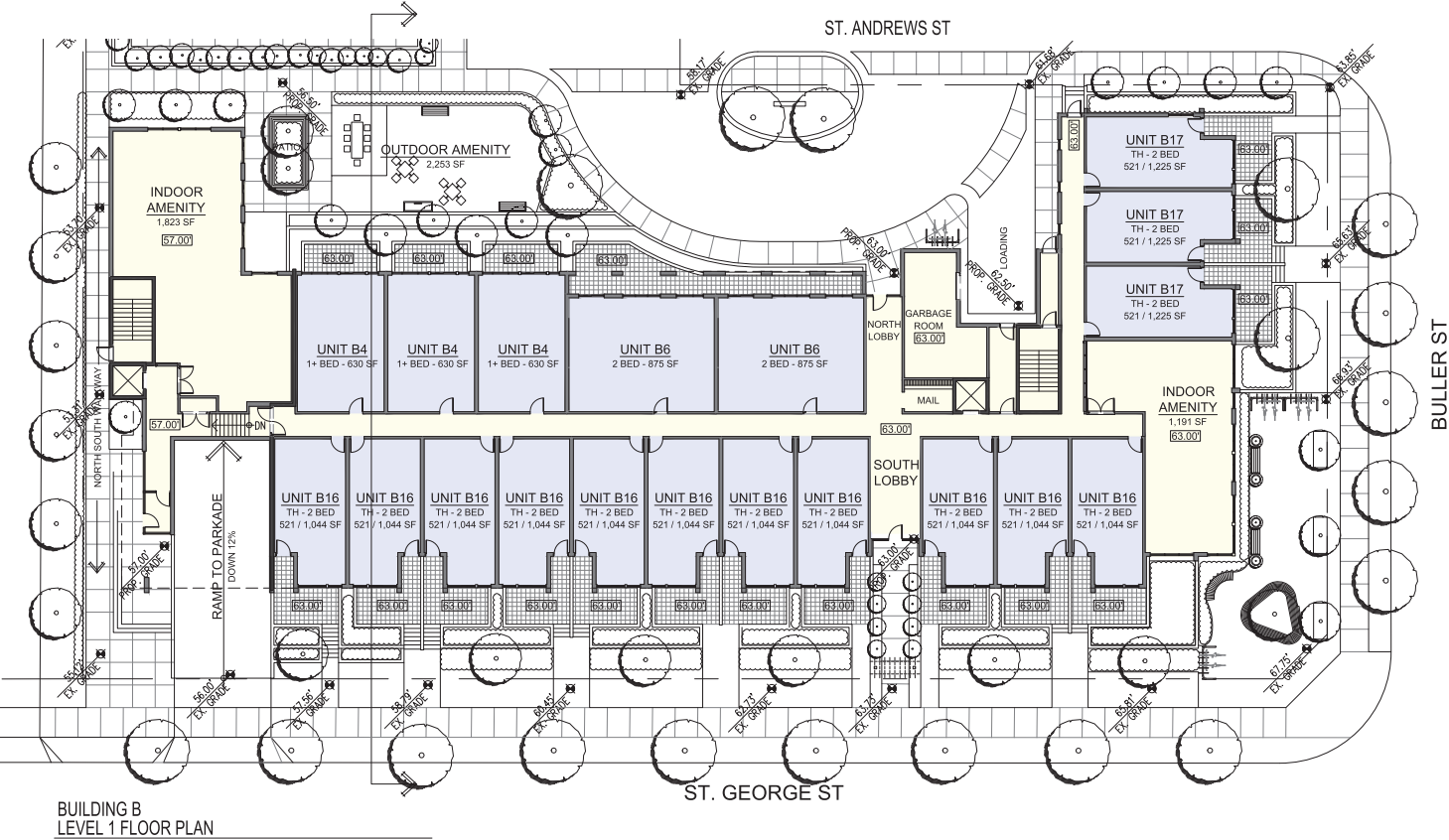
92

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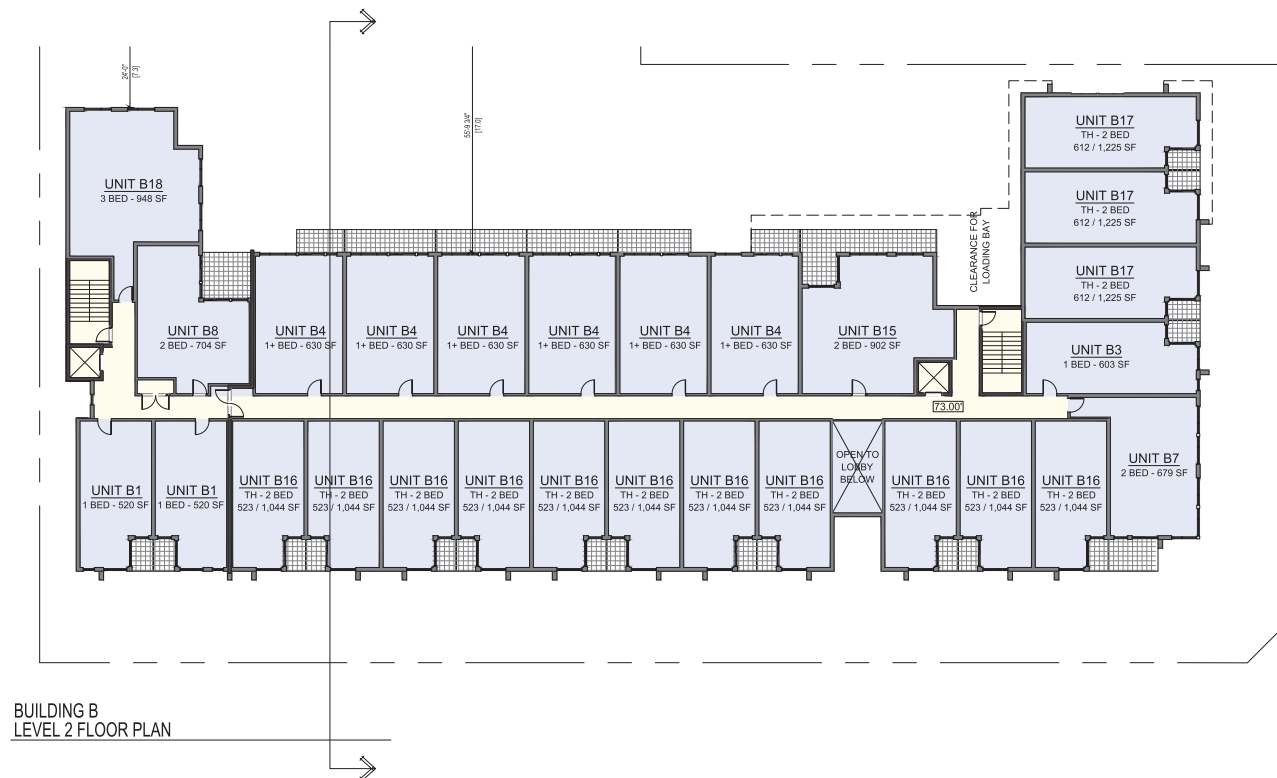
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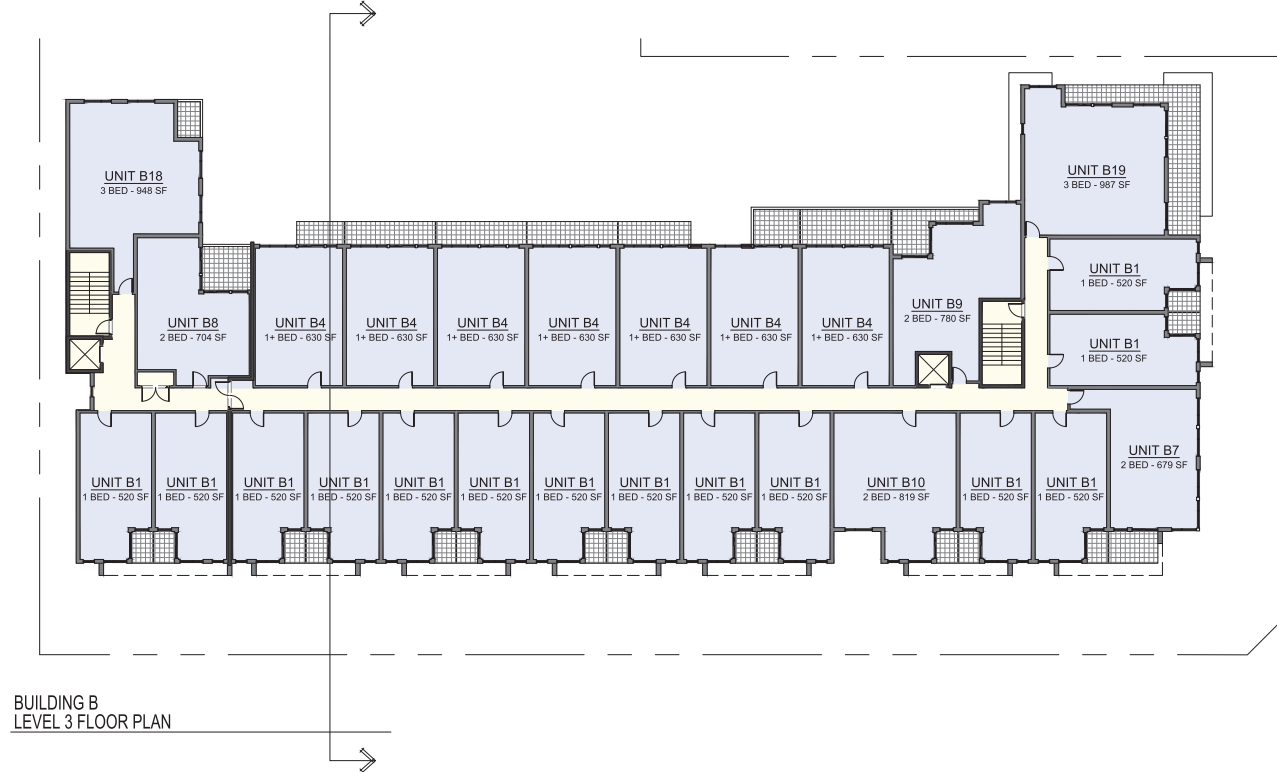
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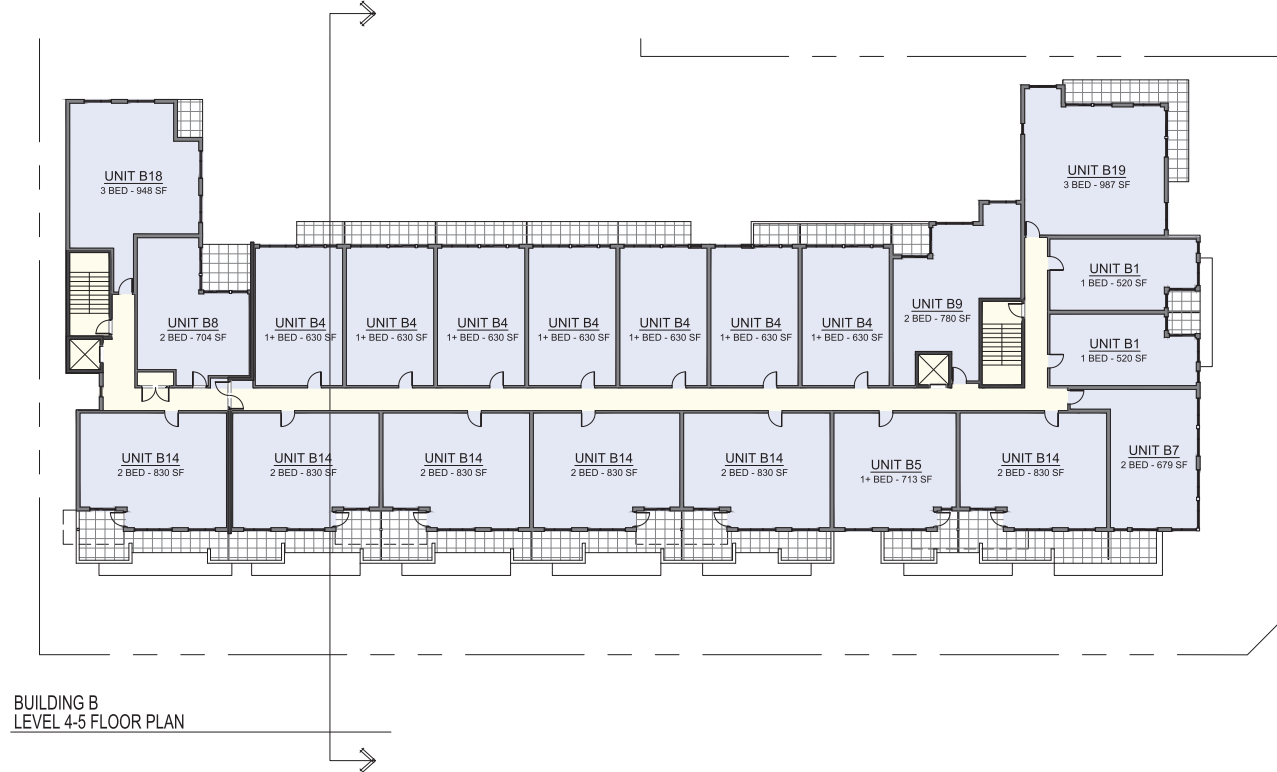
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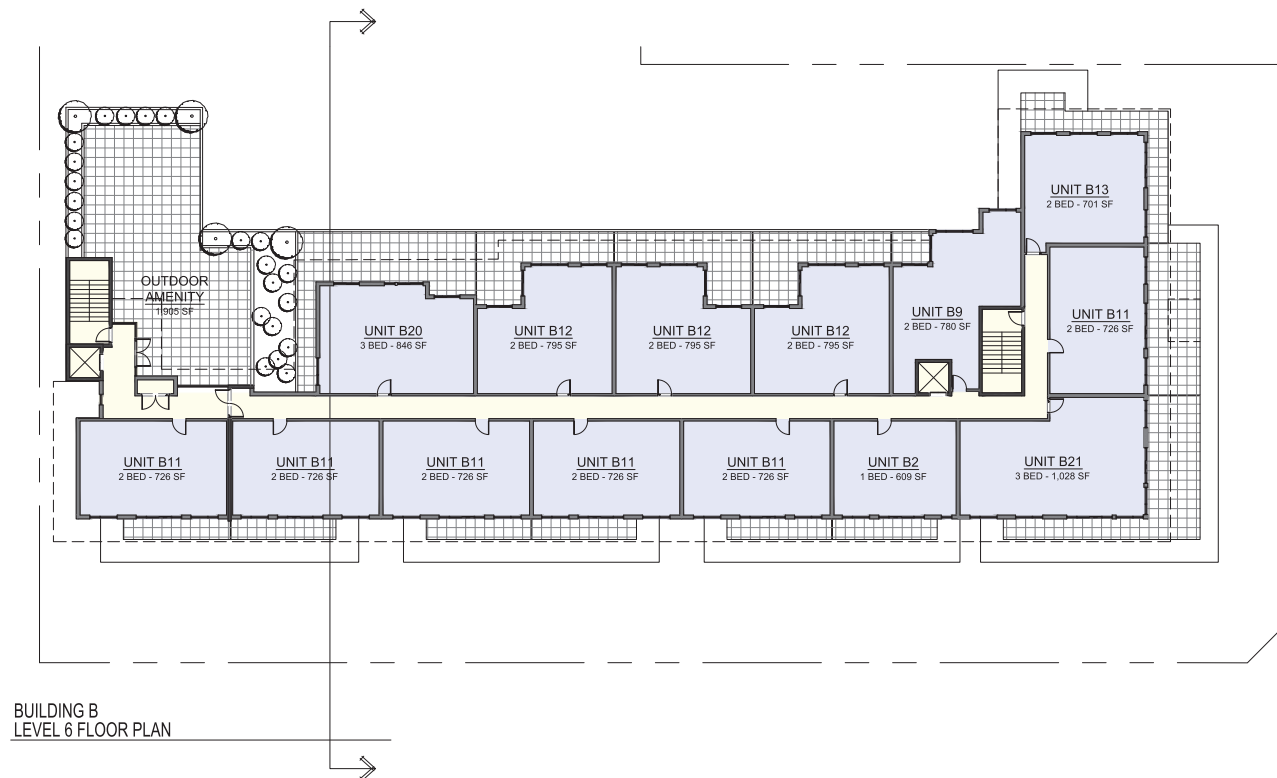
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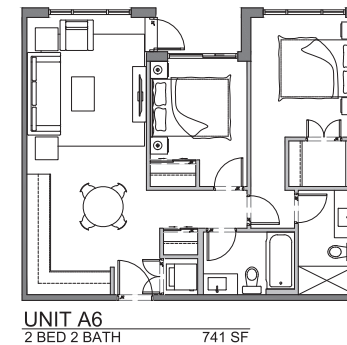
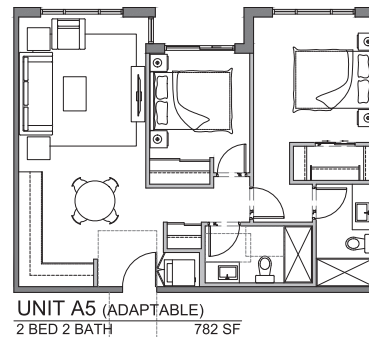
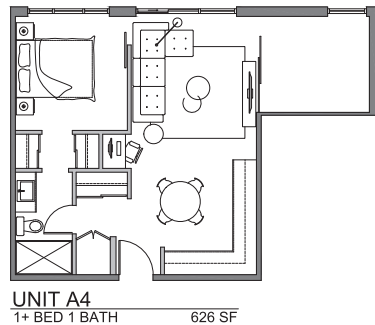
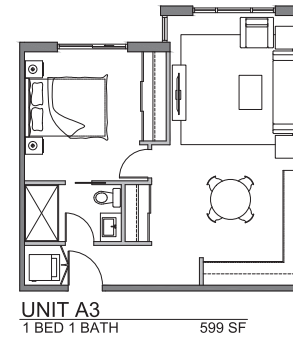
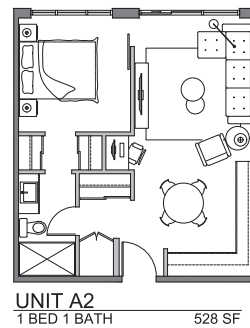
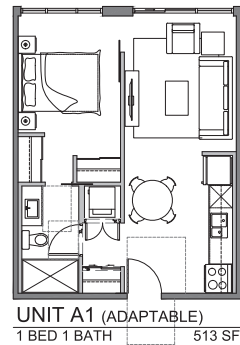
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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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Considered at the Special Council Meeting of June 22, 2021

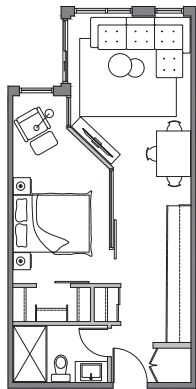
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Considered at April 20, 2021 Council Meeting

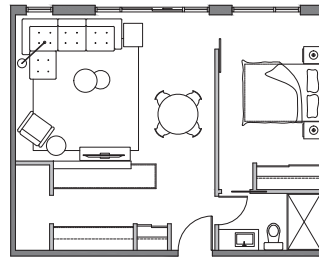
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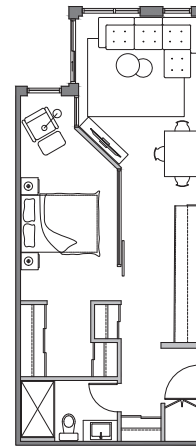
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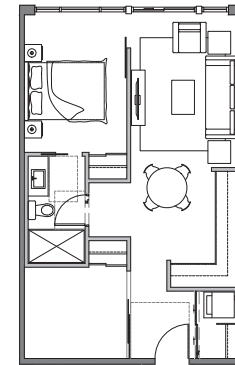
UNIT B1
1 BED 1 BATH
520 SF



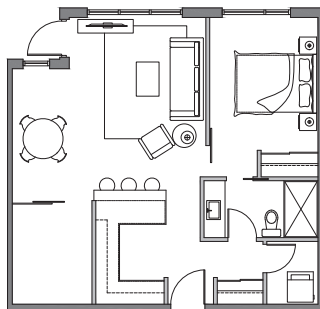
UNIT B2
1 BED 1 BATH
609 SF



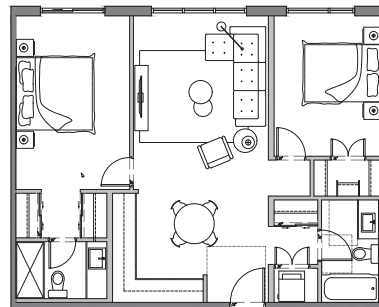
UNIT B3
1 BED 1 BATH
603 SF



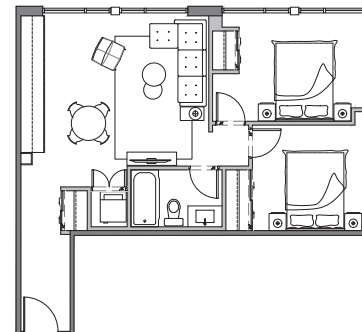
UNIT B4 (ADAPTABLE)
1+ BED 1 BATH
630 SF



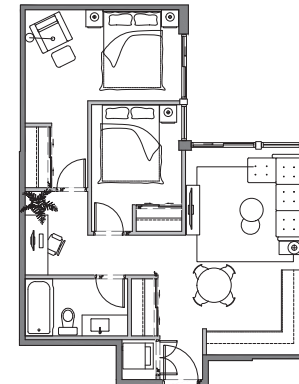
UNIT B5
1+ BED 1 BATH
713 SF



UNIT B6 (ADAPTABLE)
2 BED 2 BATH
875 SF



UNIT B7
2 BED 1 BATH
679 SF



UNIT B8
2 BED 1 BATH
704 SF

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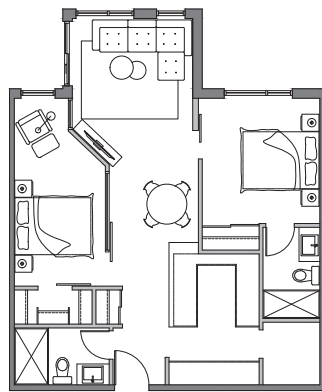
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Considered at April 20, 2021 Council Meeting

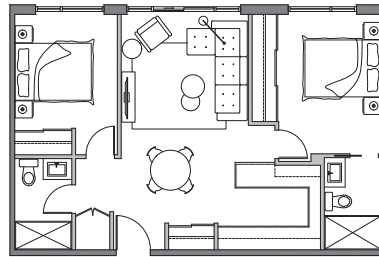
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Considered at February 9, 2021 Council Meeting

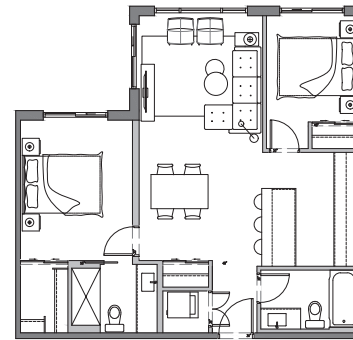
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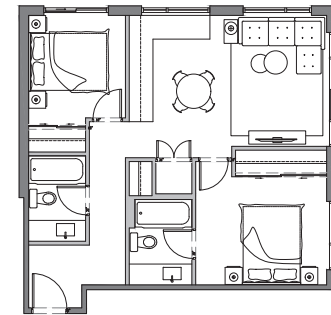
UNIT B10
2 BED 2 BATH 819 SF



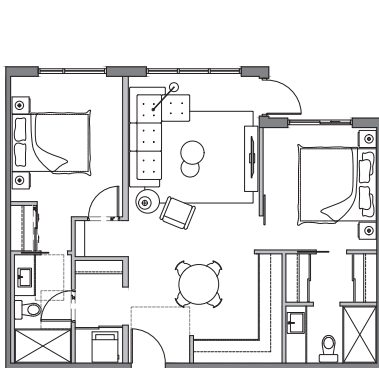
UNIT B11
2 BED 2 BATH 726 SF



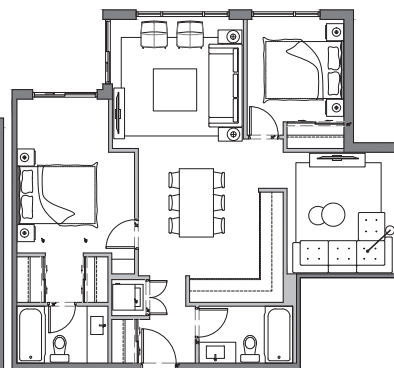
UNIT B12
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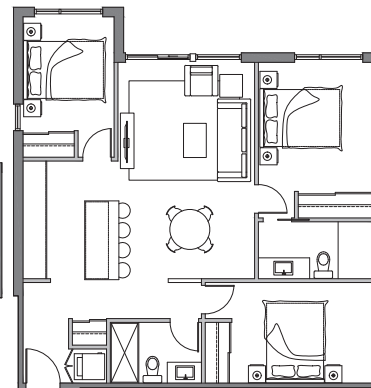
UNIT B13
2 BED 2 BATH 701 SF



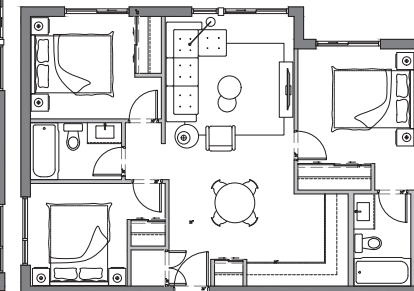
UNIT B14 (ADAPTABLE)
2 BED 2 BATH 830 SF



UNIT B15
2 BED 2 BATH 902 SF



UNIT B19
3 BED 2 BATH 987 SF



UNIT B20
3 BED 2 BATH 846 SF

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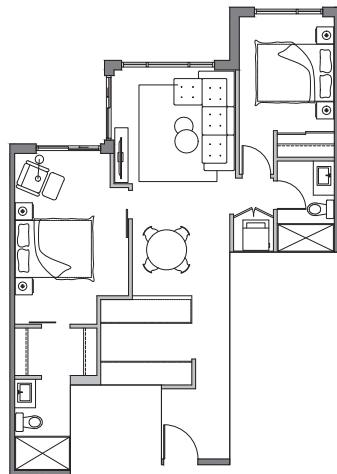
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Considered at April 20, 2021 Council Meeting

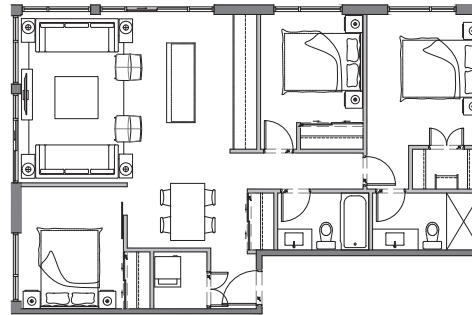
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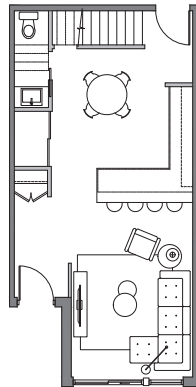
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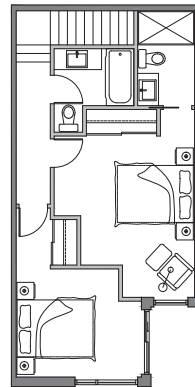
UNIT B9
2 BED 2 BATH
780 SF



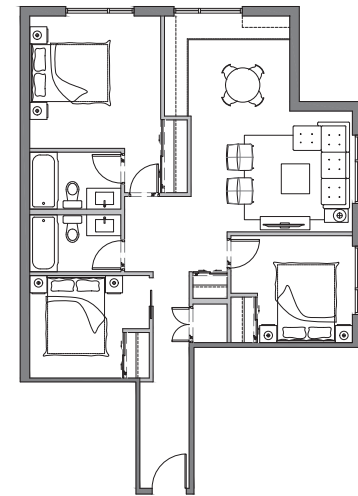
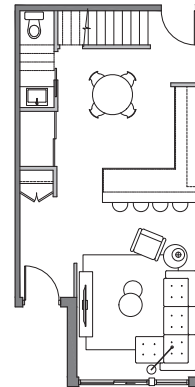
UNIT B21
3 BED 2 BATH
1,028 SF



UNIT B16
TH - 2 BED 2.5 BATH
521 SF + 523 SF = 1,044 SF



UNIT B17
TH - 2 BED 2.5 BATH
521 SF + 612 SF = 1,225 SF



UNIT B18
3 BED 2 BATH
948 SF

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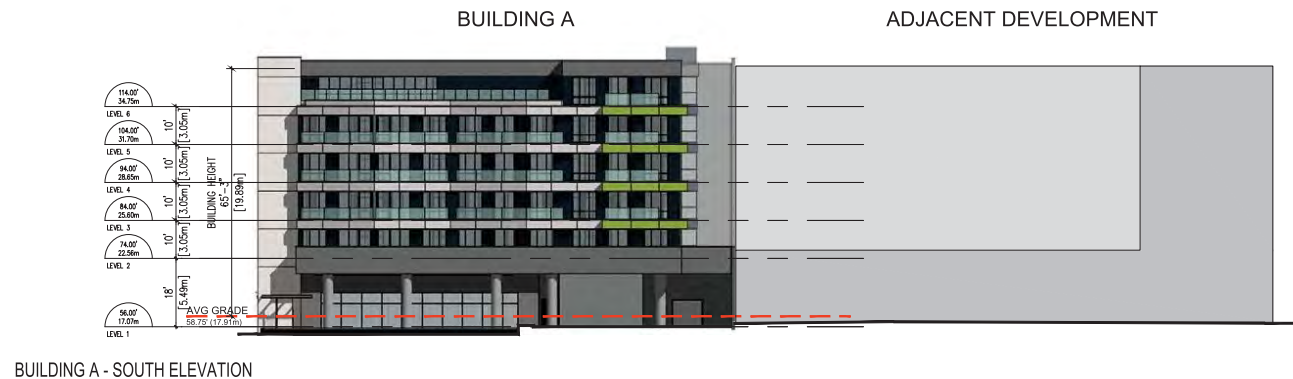
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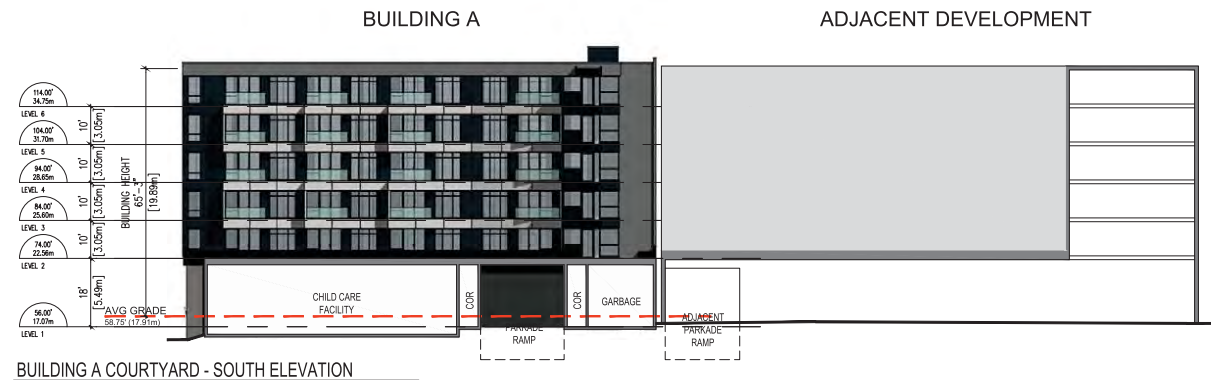
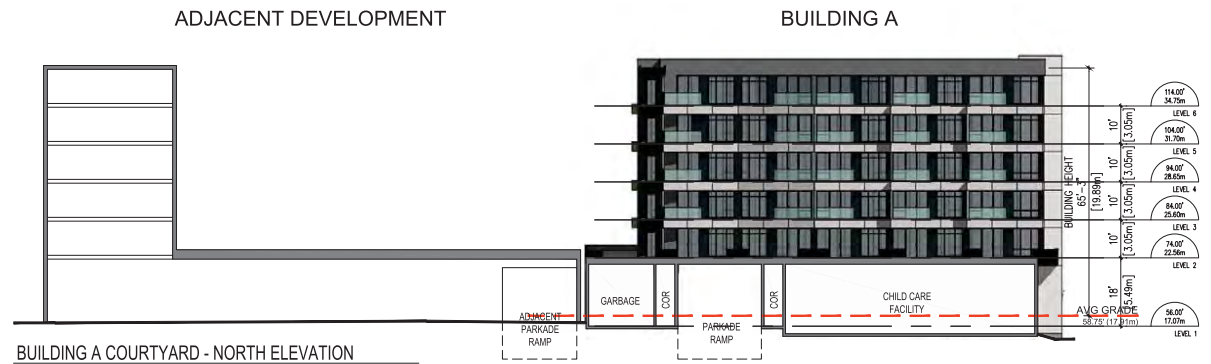
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BUILDING B



BUILDING B



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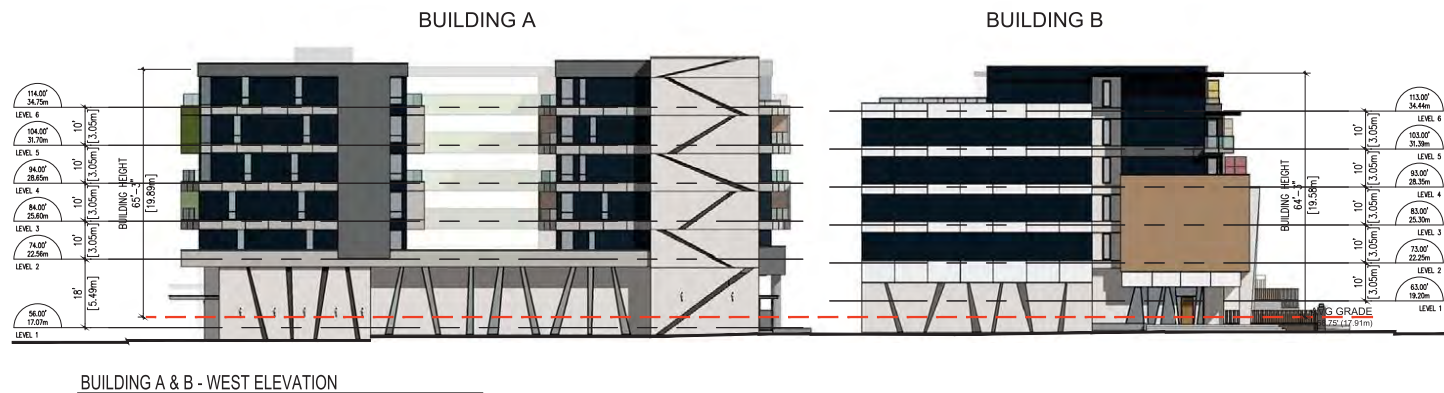
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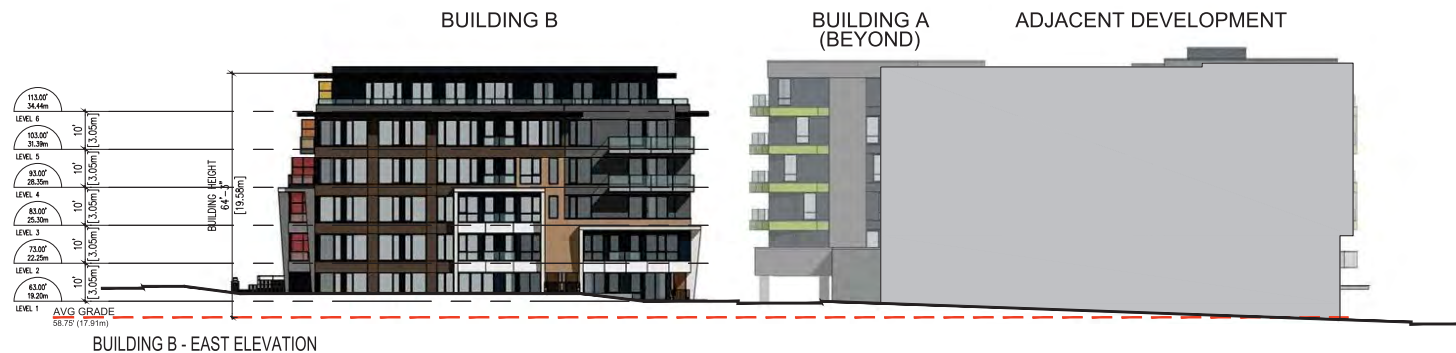
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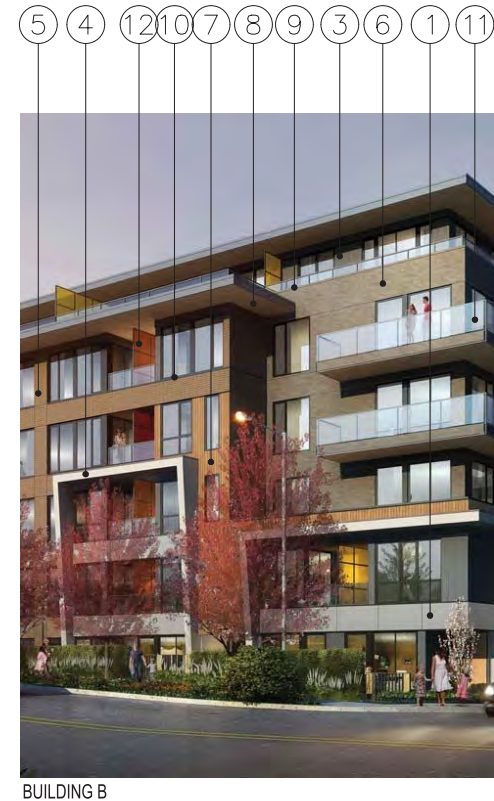
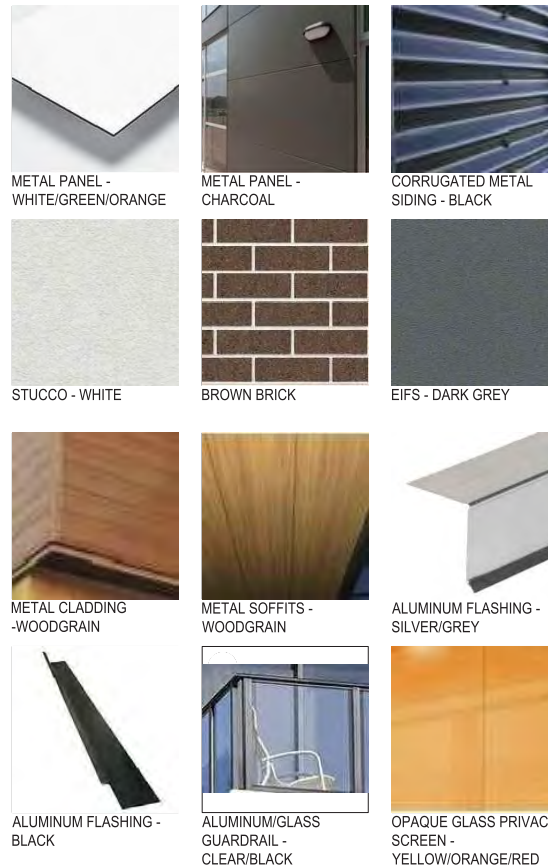
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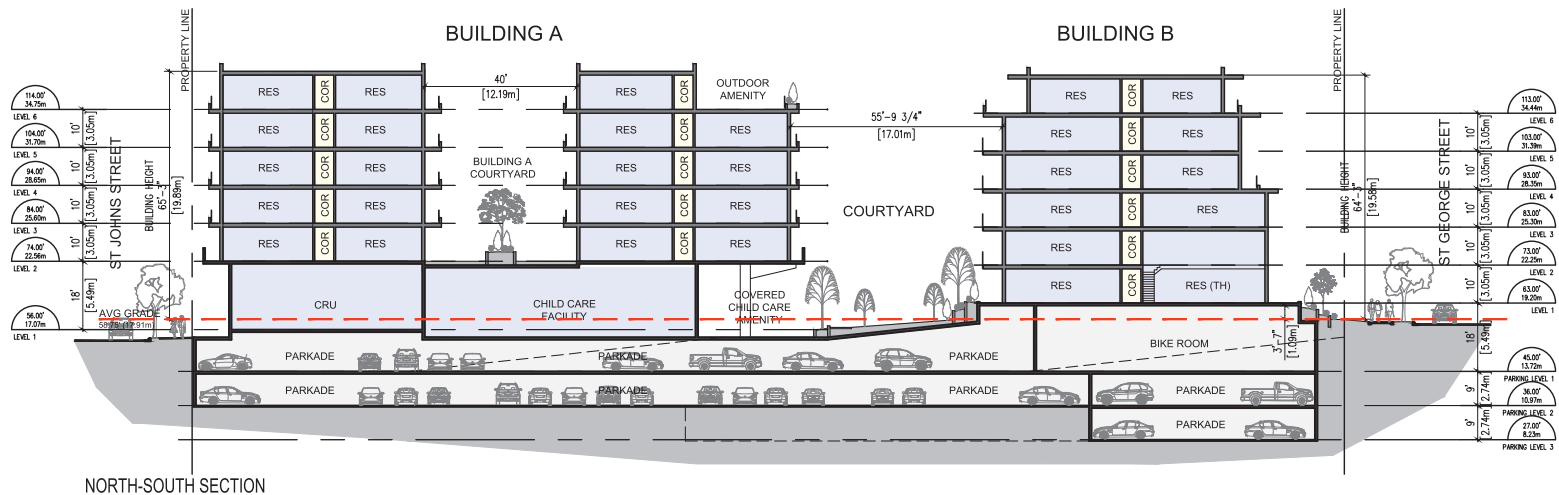
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ST JOHN'S STREET LOOKING SOUTHEAST

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Considered at April 20, 2021 Council Meeting

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BULLER & ST ANDREWS LOOKING SOUTHWEST

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ST GEORGES & BULLER LOOKING NORTHWEST

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Considered at April 20, 2021 Council Meeting

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ST GEORGE STREET TOWNHOMES

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ST ANDREWS STREET LOOKING WEST

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ST JOHNS STREET LOOKING NORTHEAST

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COURTYARD & ROOFTOP AMENITY SPACES

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DRAWING LIST

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- L-3 TREE MANAGEMENT PLAN
- L-4 TREE PLAN LEVEL 1
- L-5 SHRUB PLAN LEVEL 1
- L-6 HARDSCAPE PLAN LEVEL 1
- L-7 FURNISHING PLAN LEVEL 1
- L-8 AMENITY SPACE PLAN BLDG-A LEVEL 2
- L-9 AMENITY PLAN BLDG-A LEVEL 2
- L-10 AMENITY SPACE PLAN BLDG-B LEVEL 6
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- L-12 AMENITY SPACE PLAN BLDG-B LEVEL 6
- L-13 AMENITY PLAN BLDG-B LEVEL 6
- L-14 GRADING PLAN BLDG A AND B
- L-15 LIGHTING PLAN LEVEL 1
- L-16 LIGHTING PLAN BLDG A - LEVEL 2
- L-17 LIGHTING PLAN BLDG A - LEVEL 6
- L-18 LIGHTING PLAN BLDG-B LEVEL 6
- L-19 LANDSCAPE DETAILS
- L-20 LANDSCAPE SPECIFICATIONS

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NO.	DATE	REVISION DESCRIPTION	CR.
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02	2020.08.25	CONCEPT DESIGN PHASE 1	MS
03	2020.08.25	REV. AS PER AMPL PLAN	MS
04	2020.08.25	CONCEPT DESIGN PHASE 2	MS

PROJECT:
MX USE DEVELOP.
ST. JOHN'S ST., GEORGE ST., BULLER ST.
FORT MOODY, B.C.

DRAWING TITLE:
COVER SHEET

DATE:	2020.08.25	DRAWING NUMBER:	L1
SCALE:	MS		
DESIGN:	MS		
REVISION:	MS		
CHUCK:	MS		

10-0078-00.jpg M2LA PROJECT NUMBER: 202078

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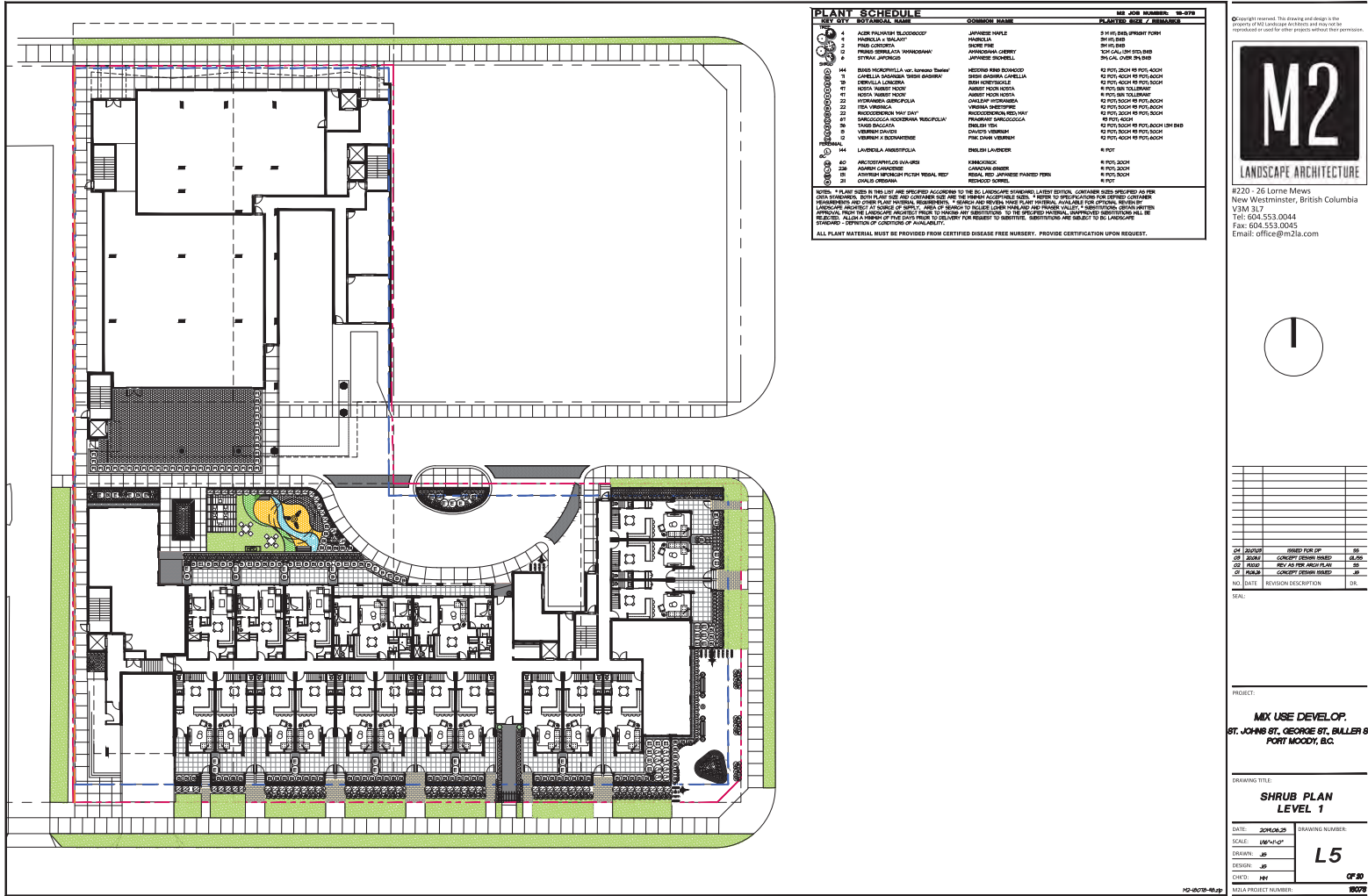
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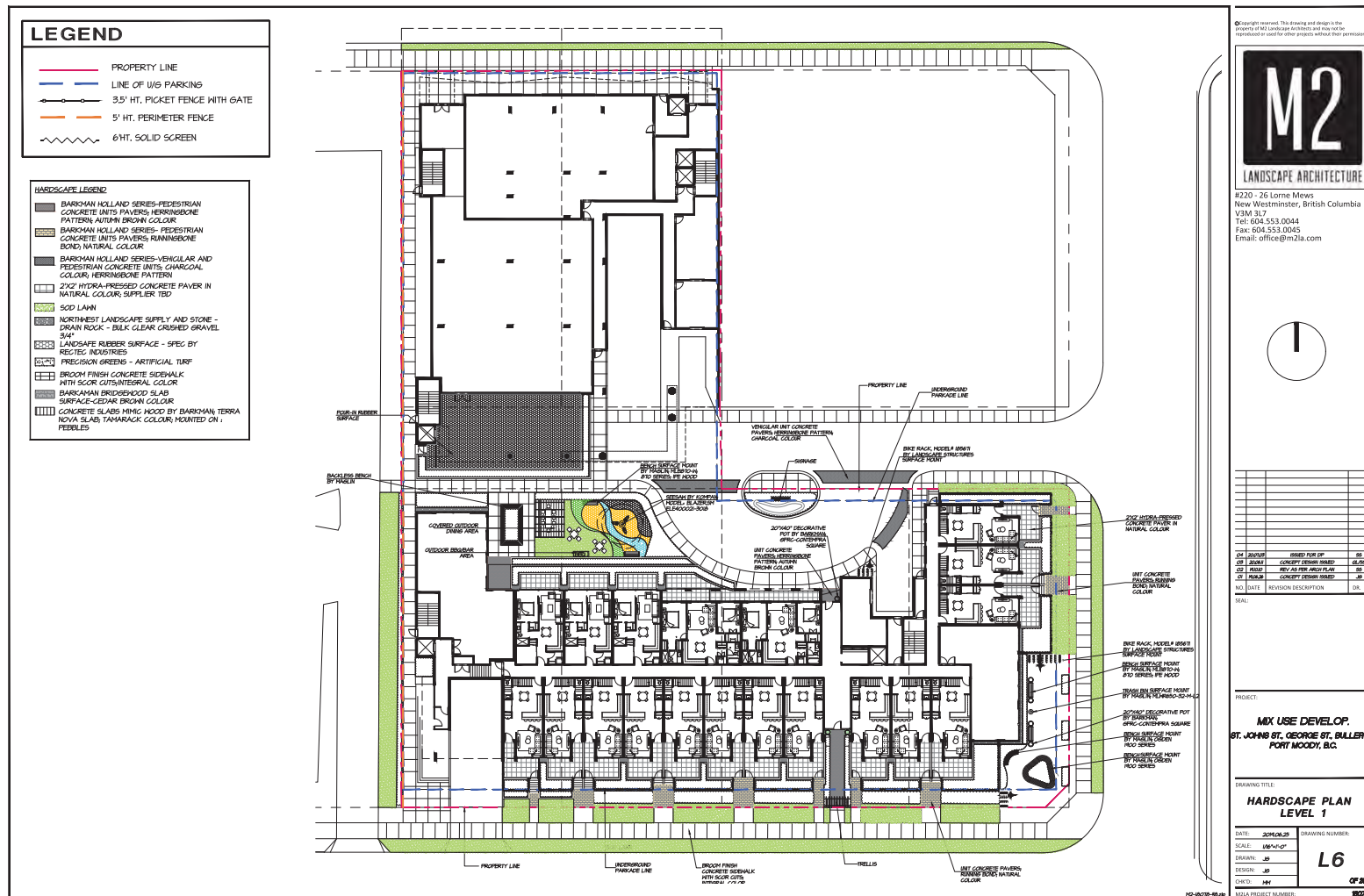
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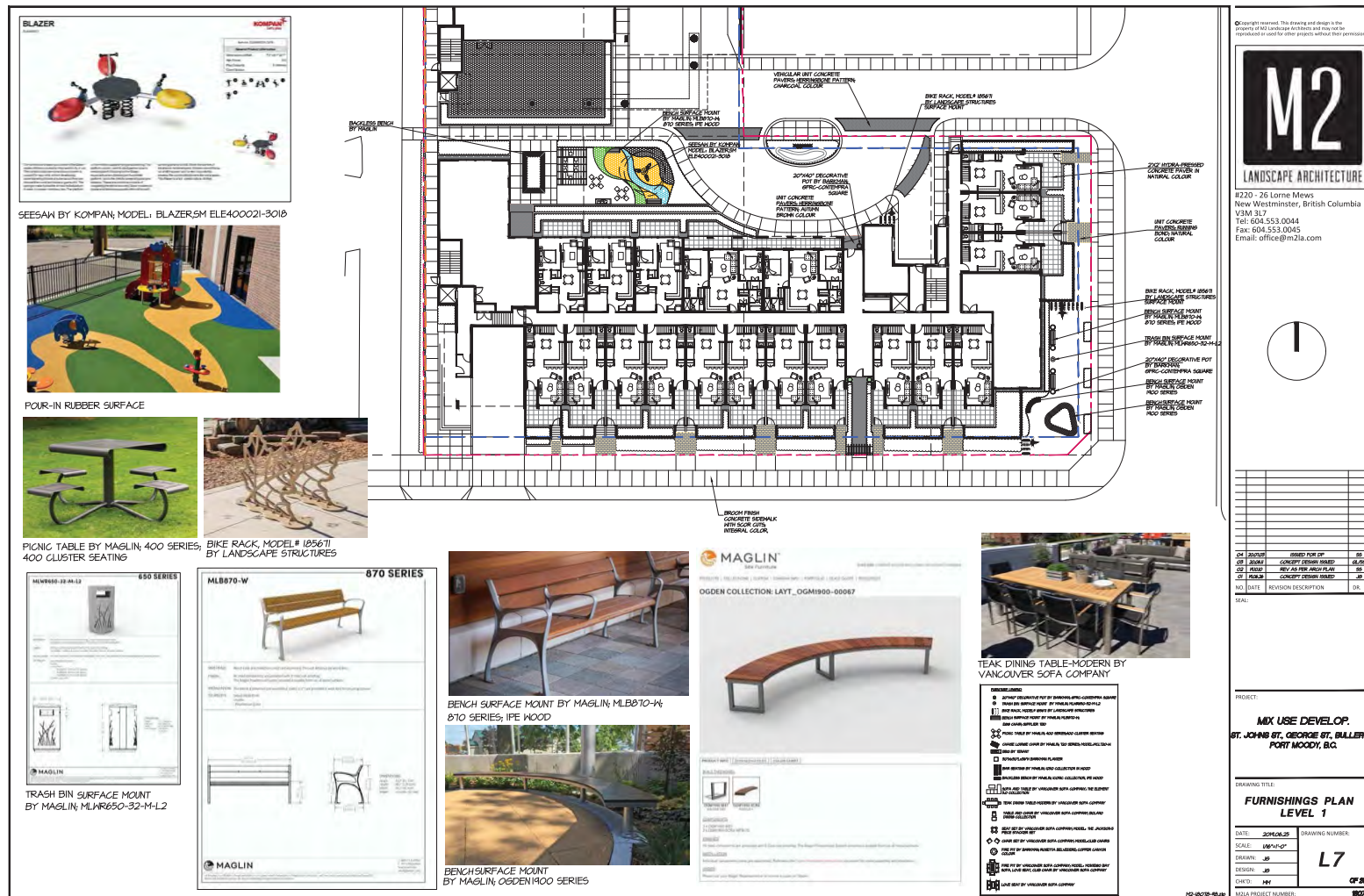
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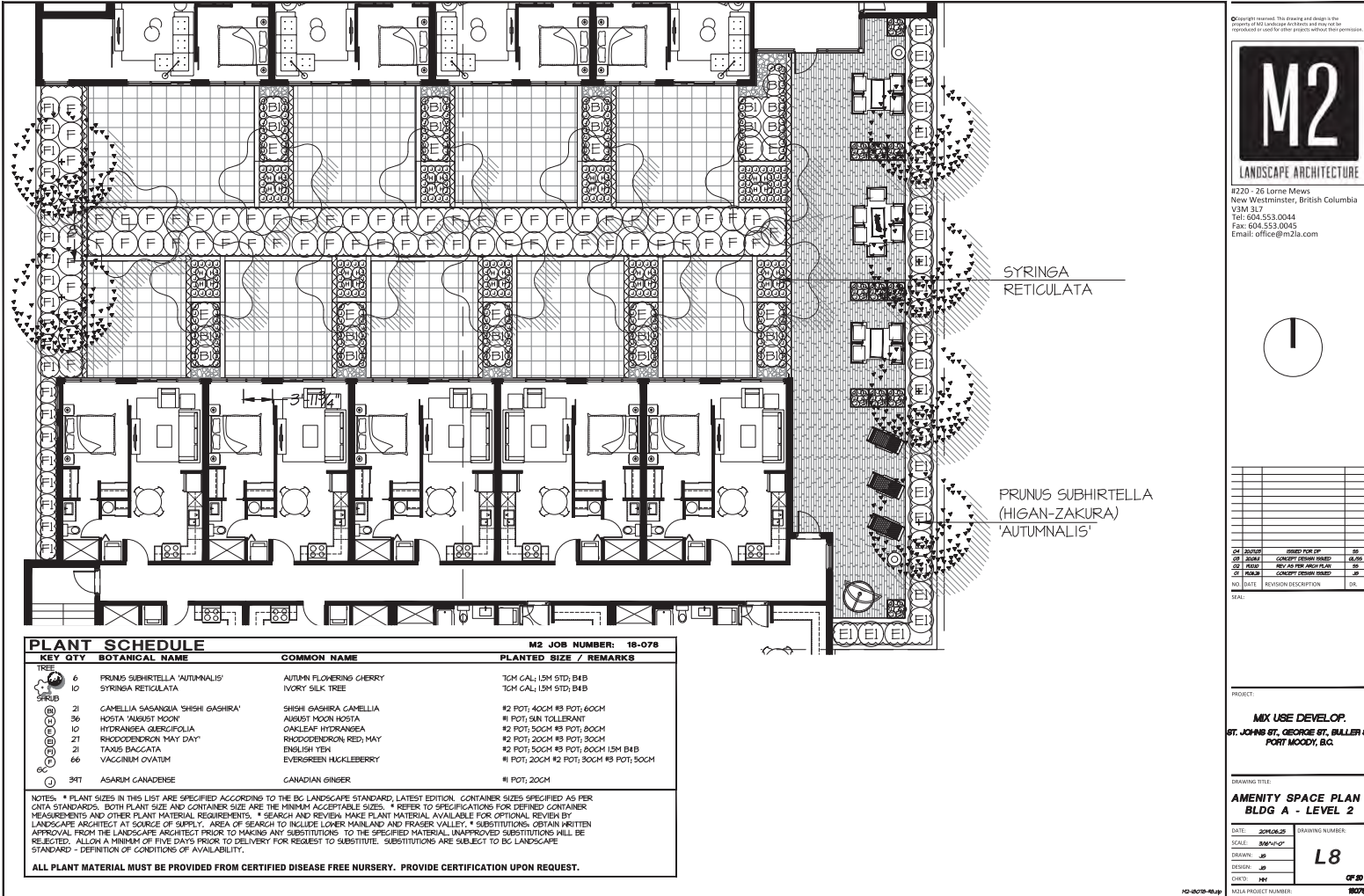
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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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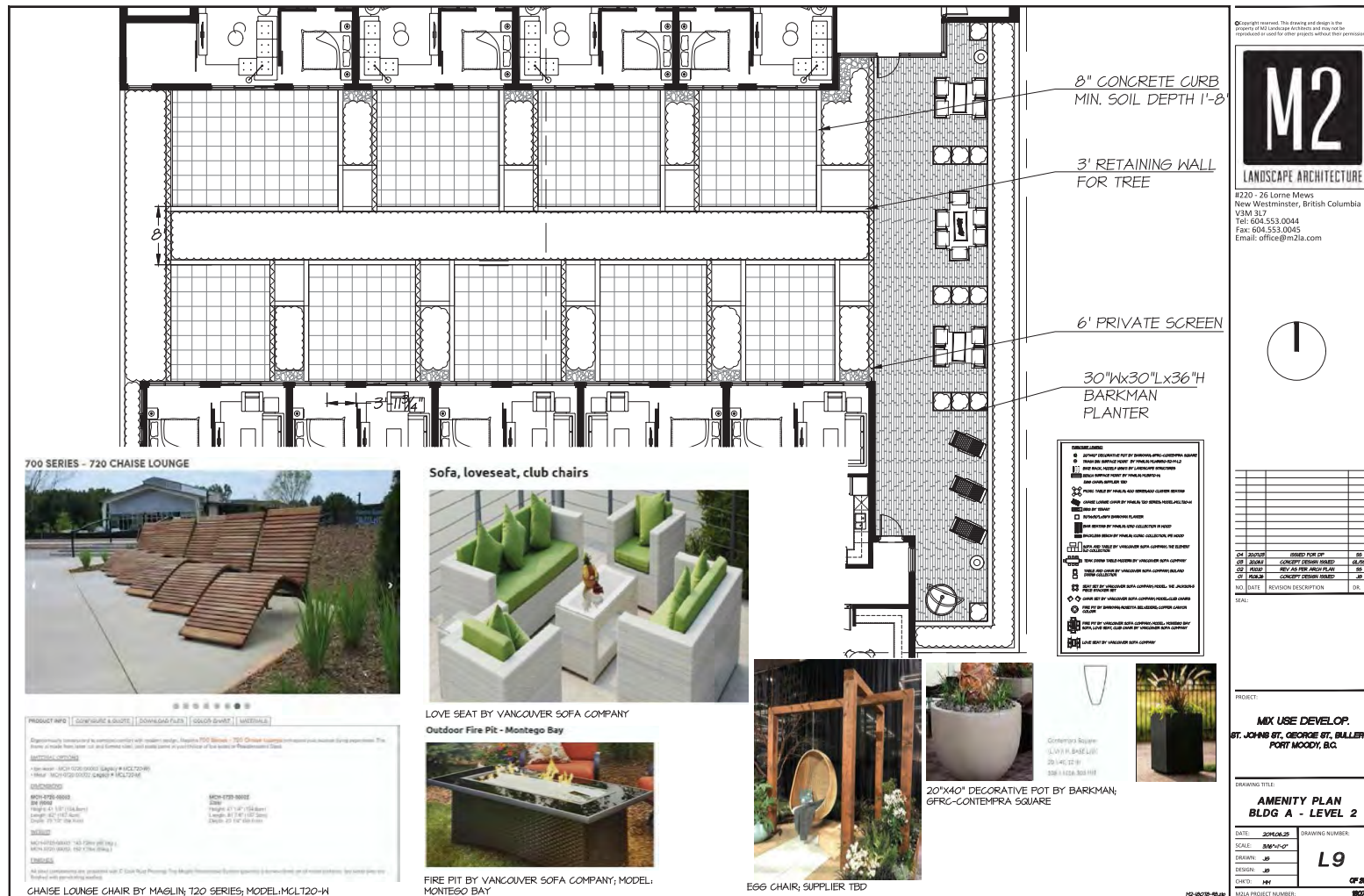
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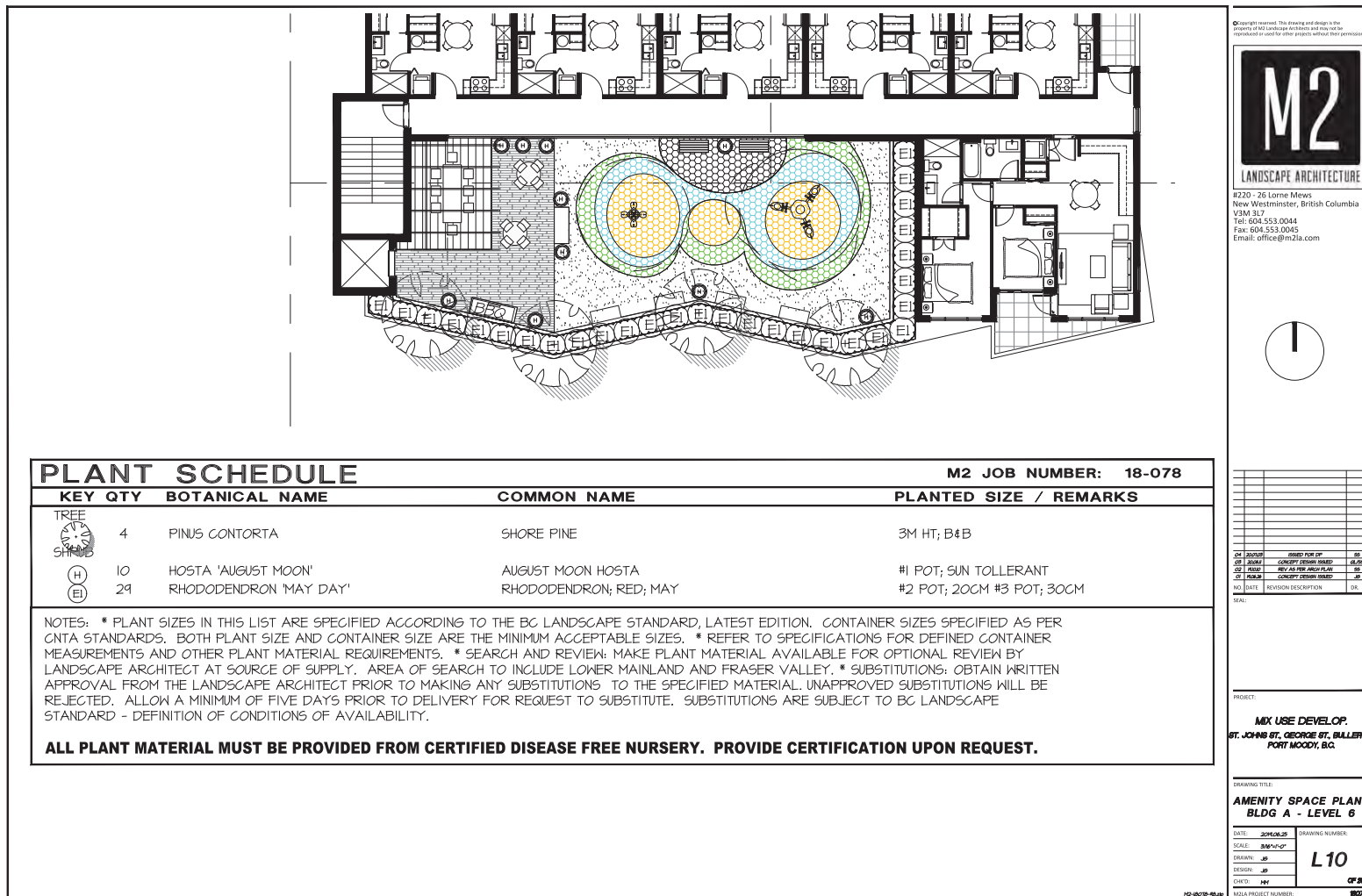
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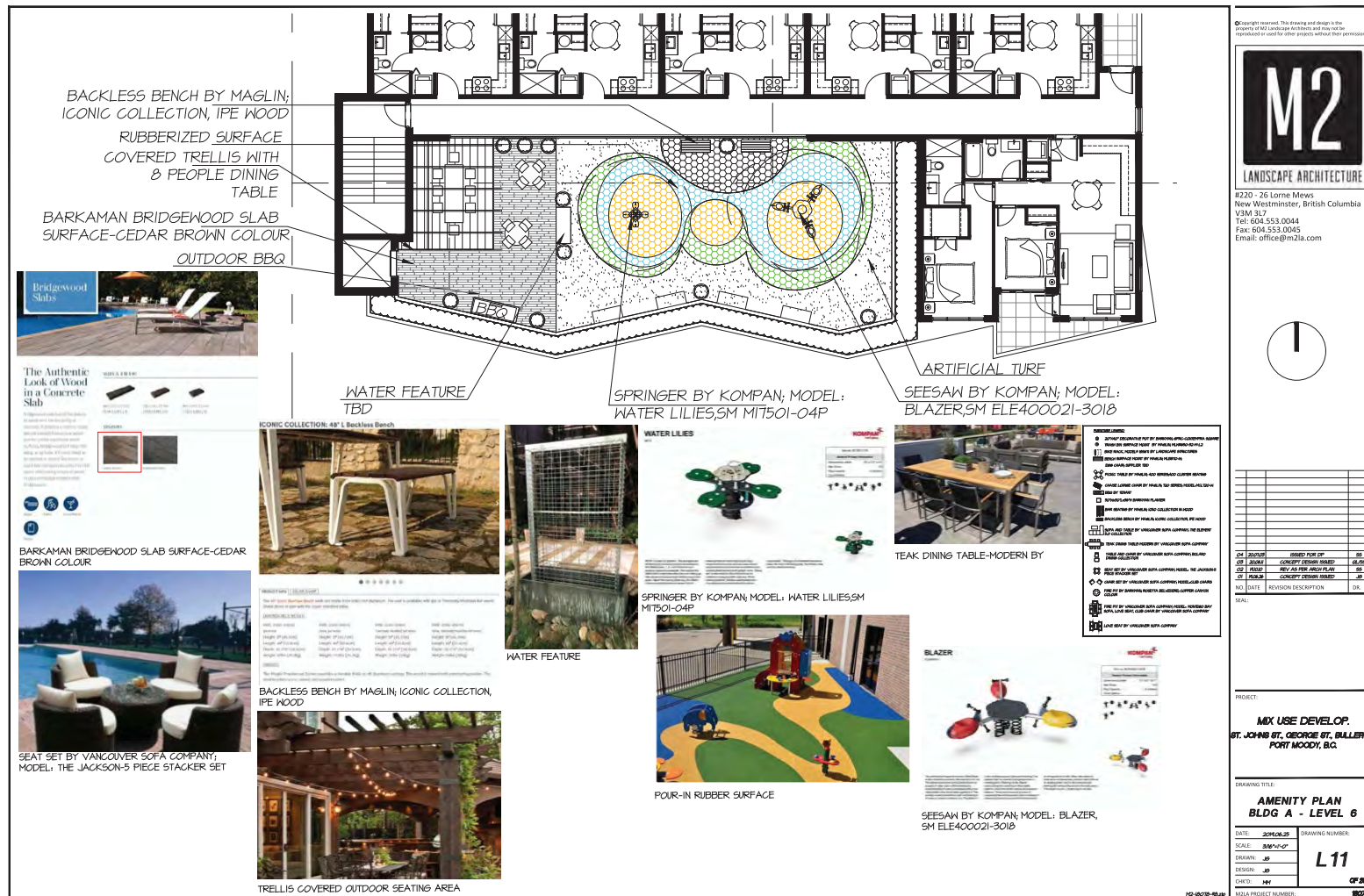
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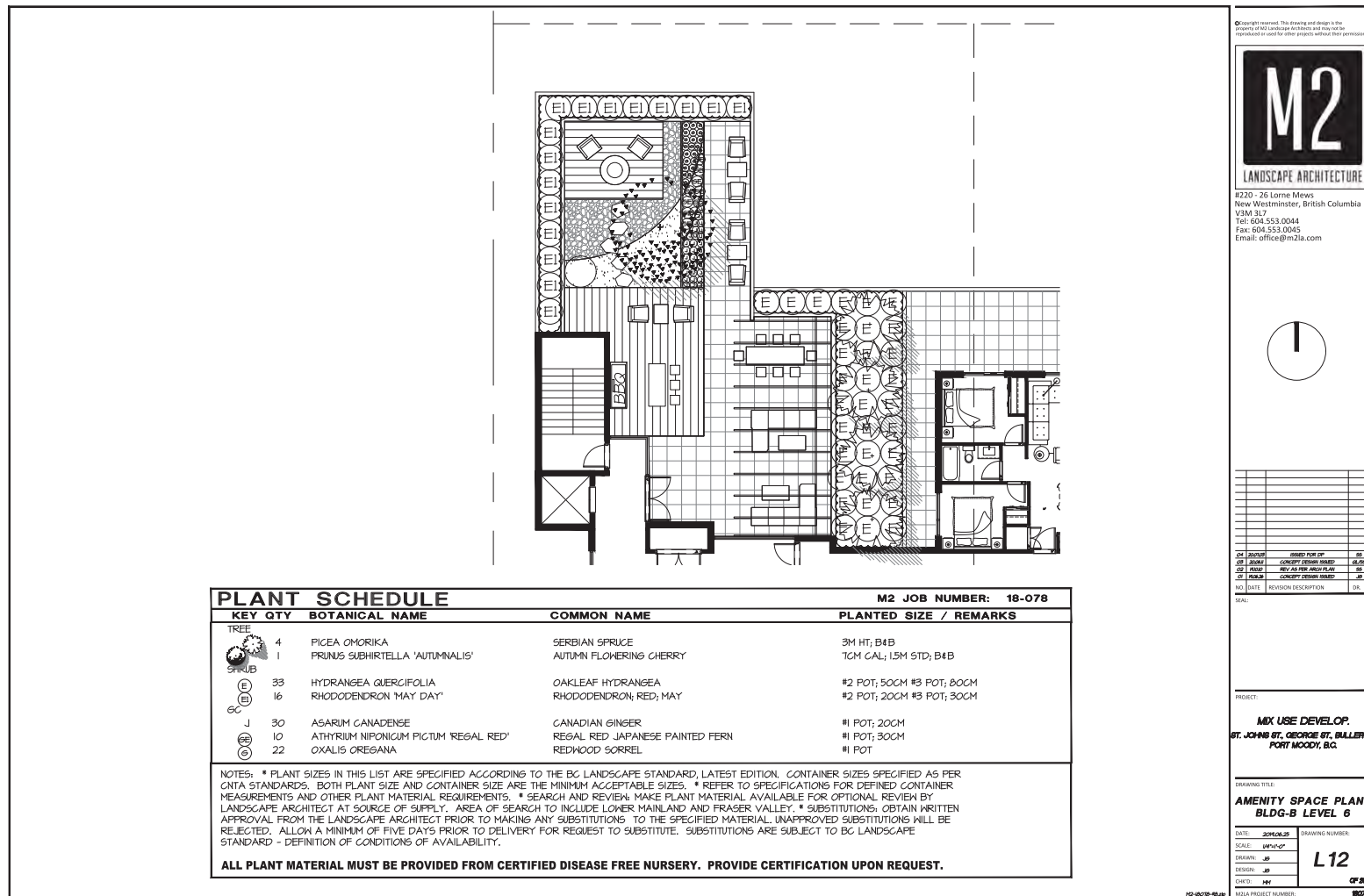
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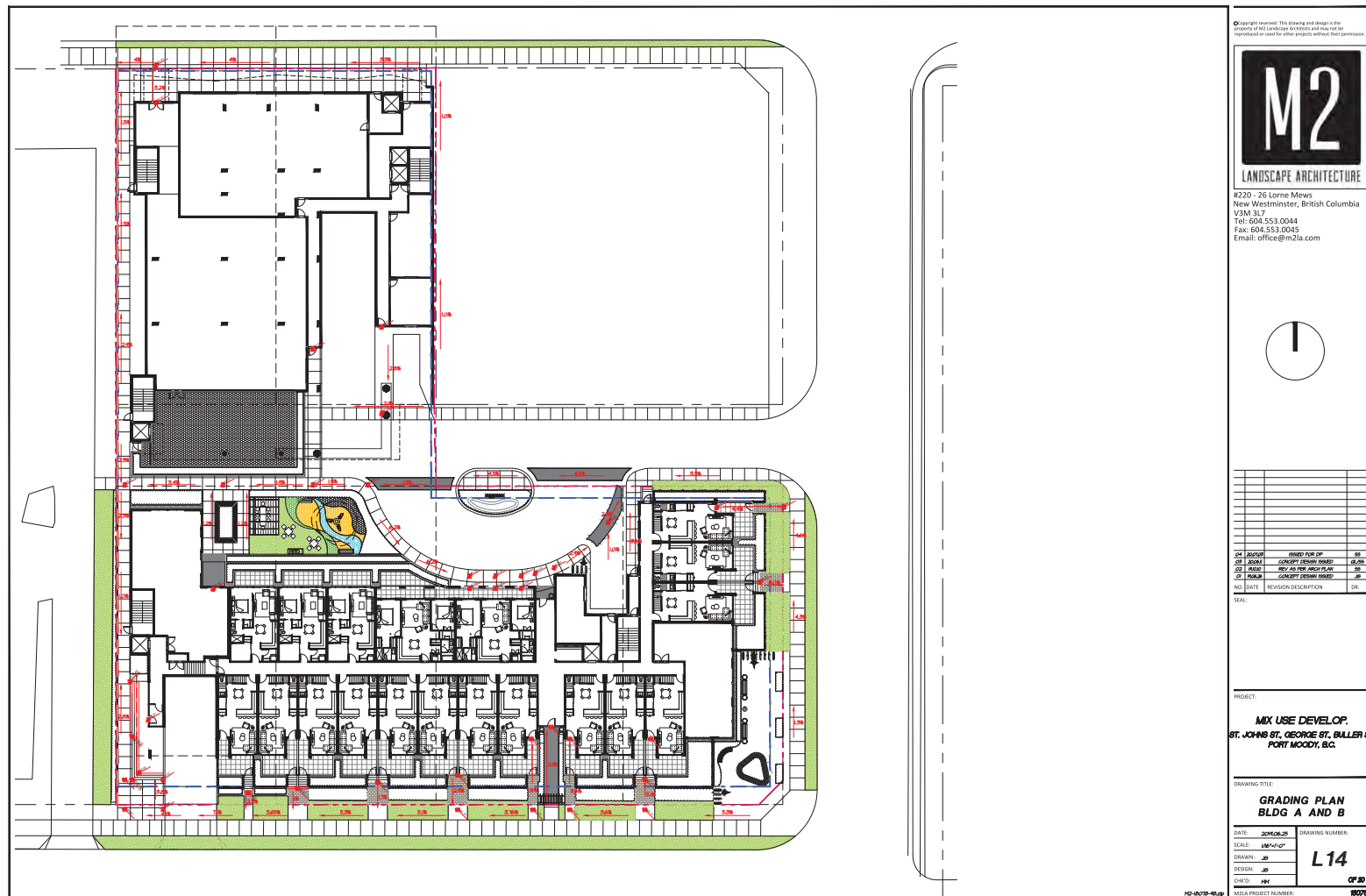
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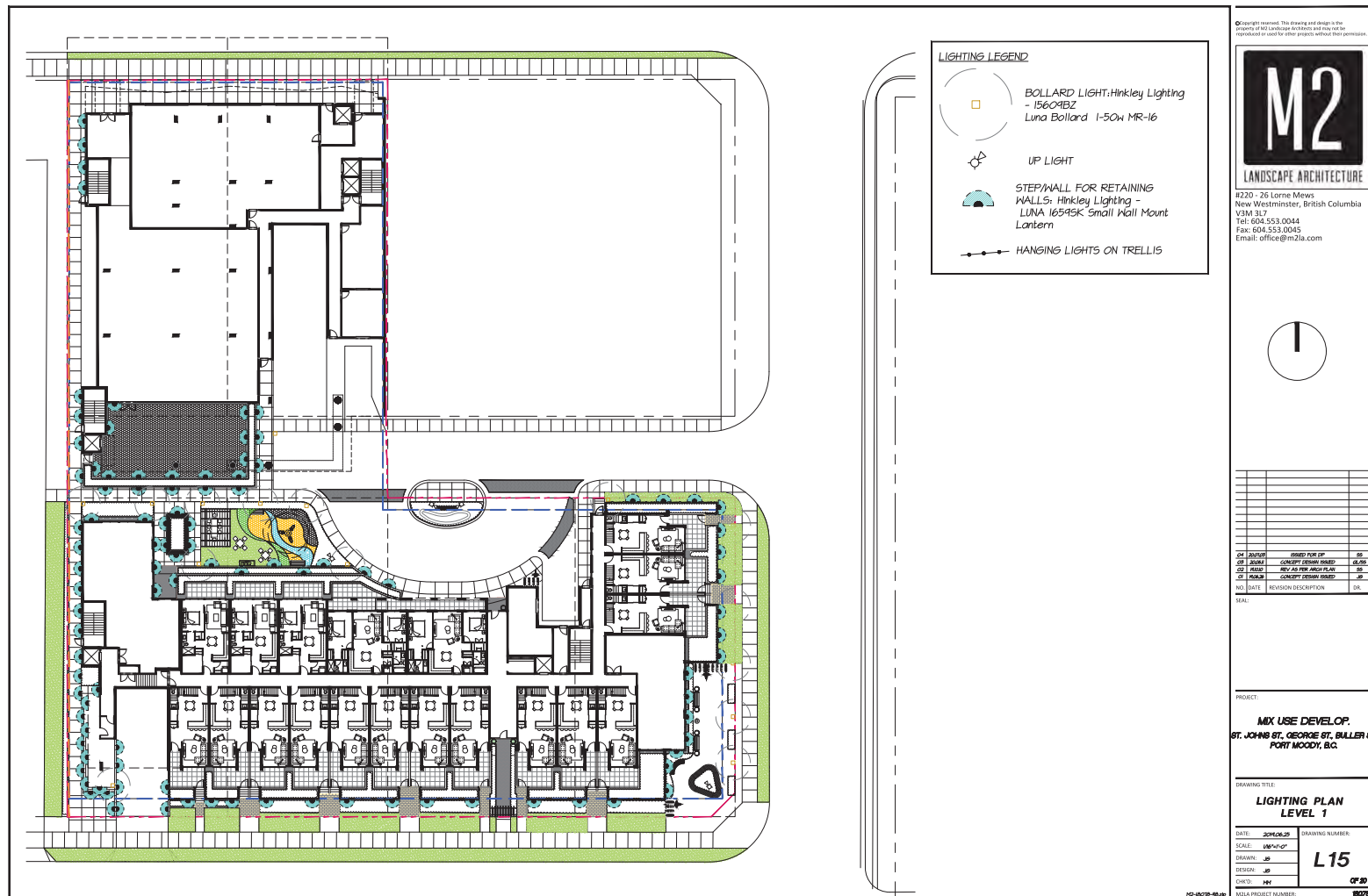
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Considered at April 20, 2021 Council Meeting

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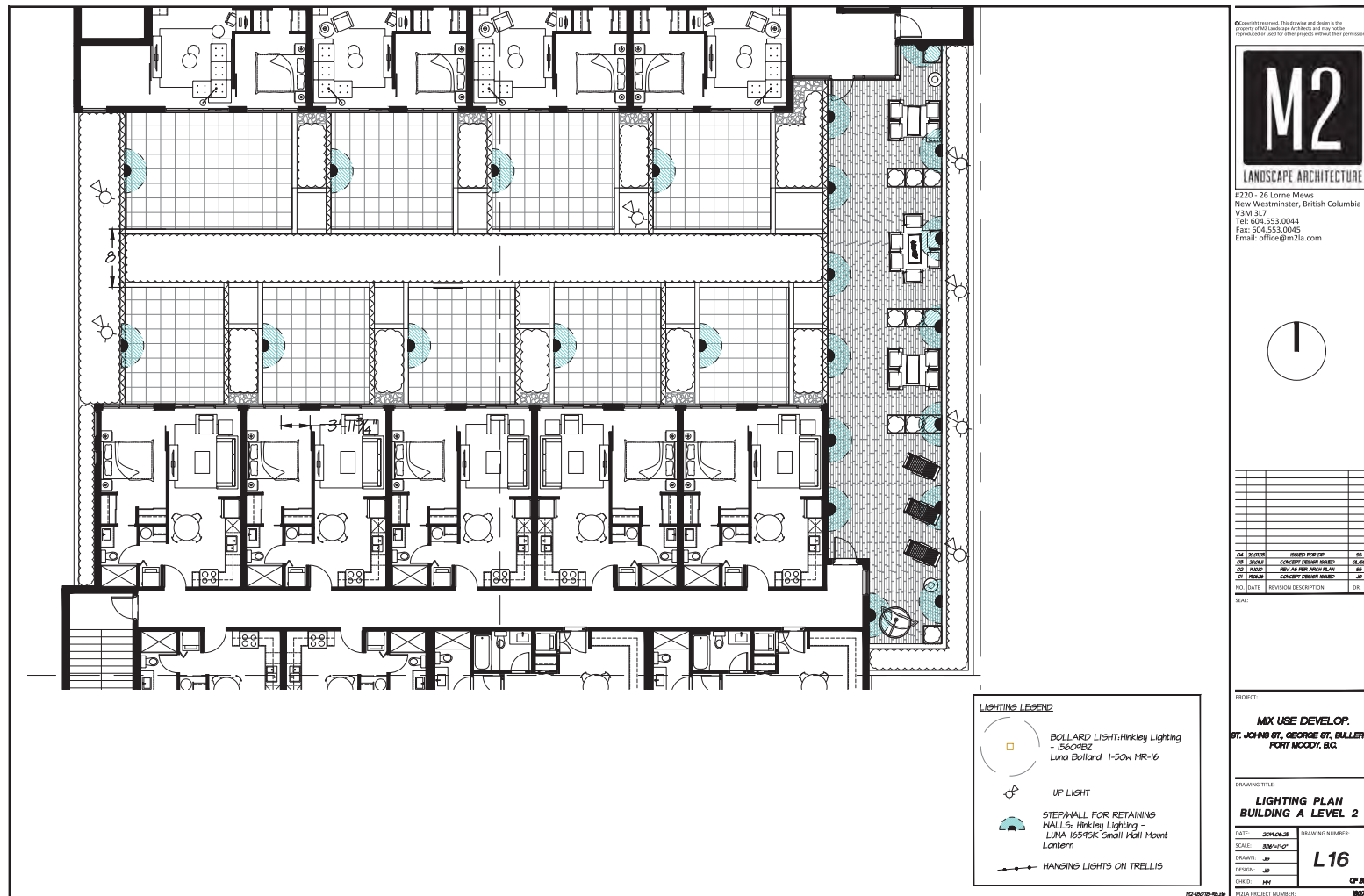
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Considered at February 9, 2021 Council Meeting

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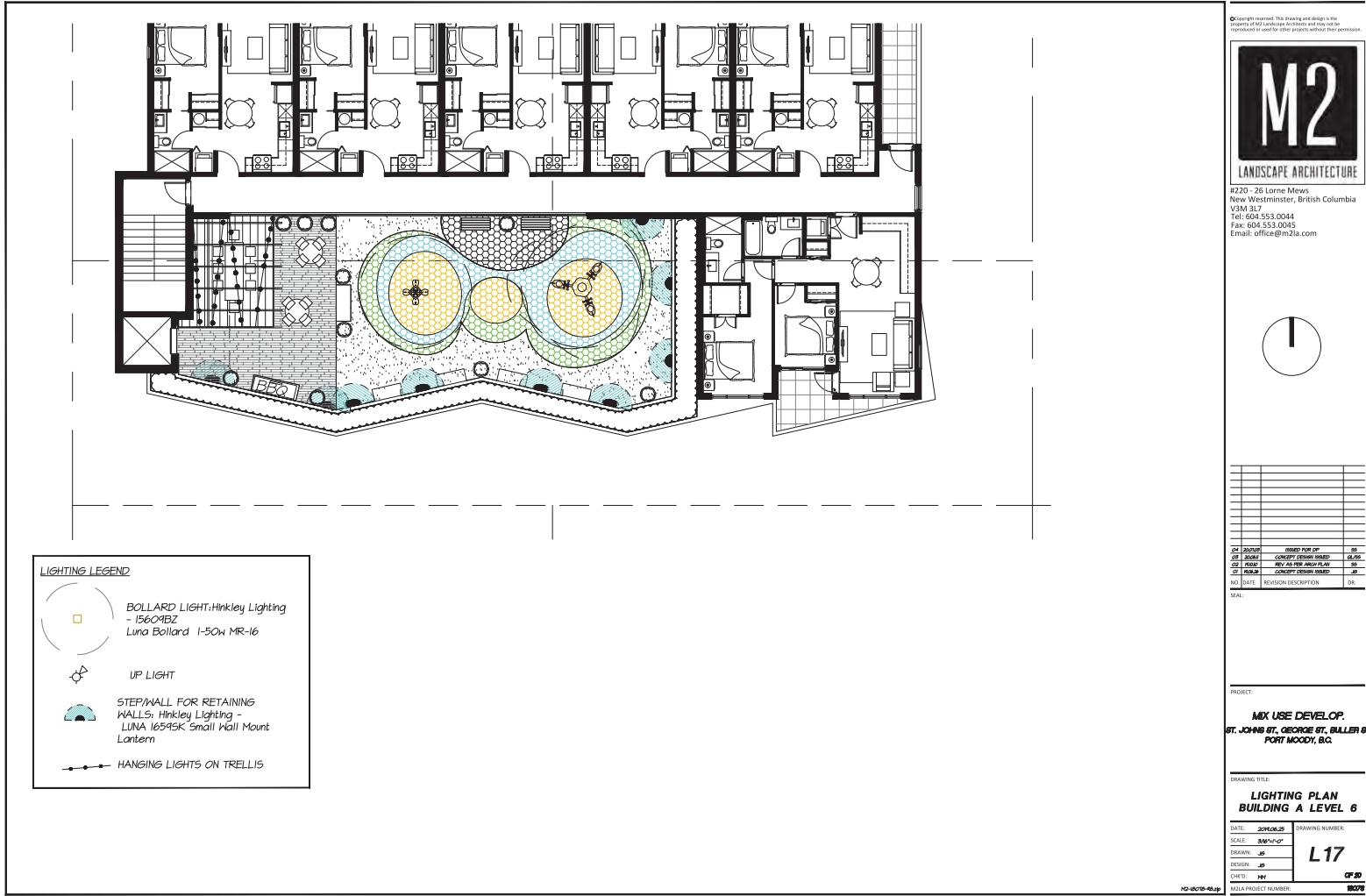
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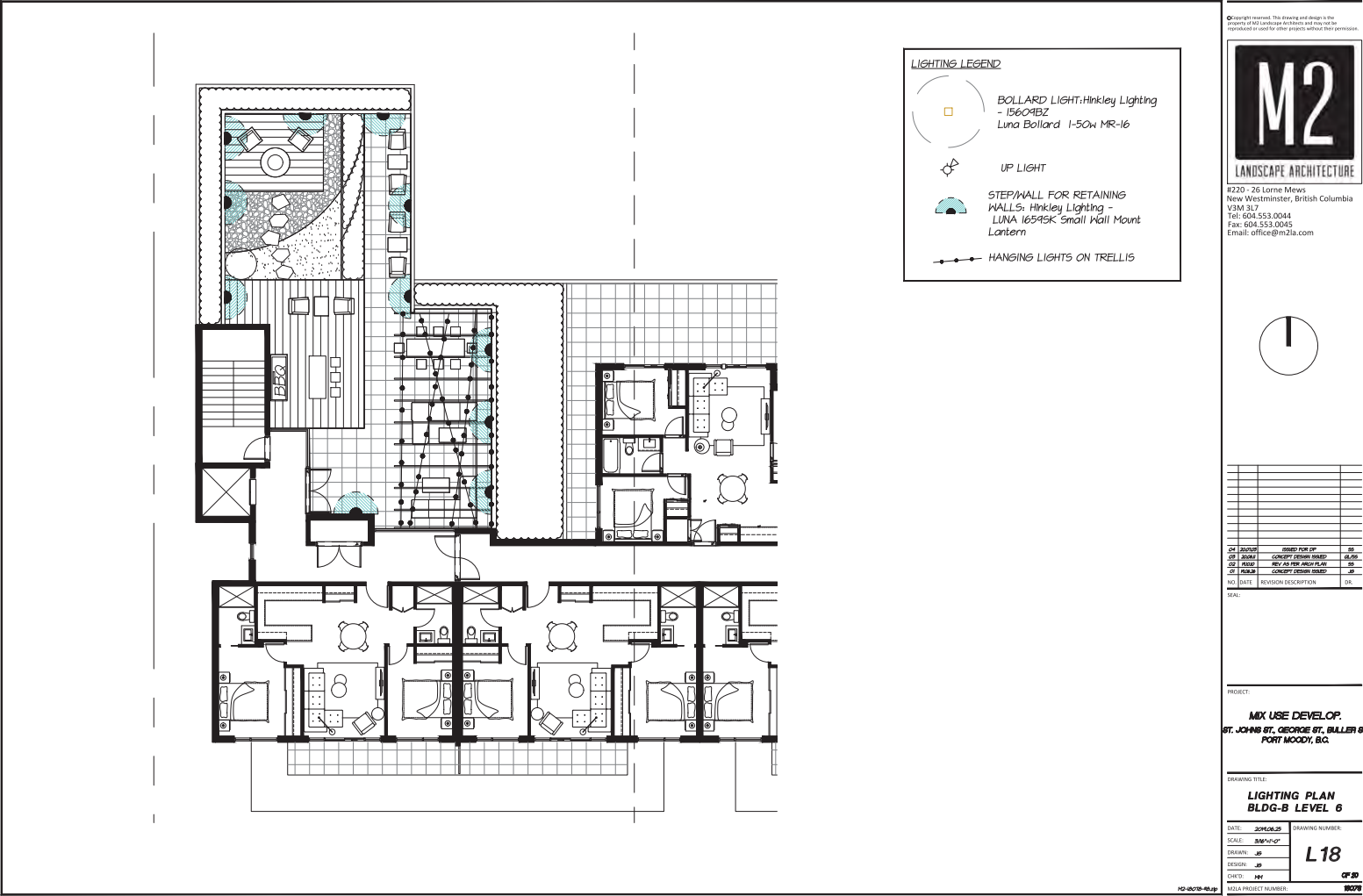
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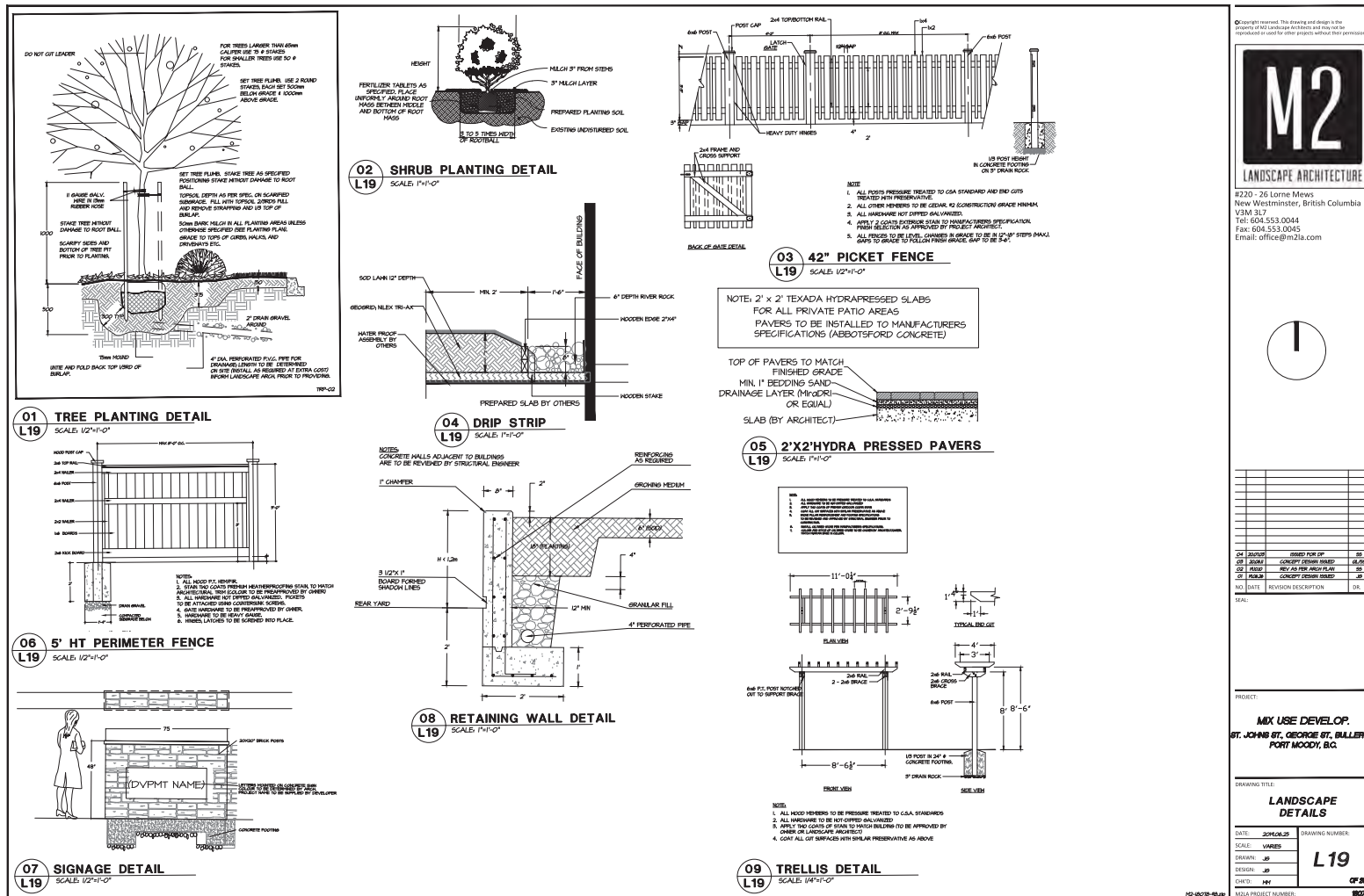
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DATE	REVISION	DESCRIPTION
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PROJECT:
MX USE DEVELOP.
ST. JOHN ST, GEORGE ST, BULLER ST.
PORT MOODY, B.C.

DATE	REVISION	DESCRIPTION
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04	2016-09	ISSUED FOR CP	80		
CP	JGJLH	CONCEPT DESIGN ISSUED	08.09.16		
CD	FASD	REV AS PER ARCH PLAN	80		
CF	POL-20	CONCEPT DESIGN ISSUED	80		
NO. DATE REVISION DESCRIPTION DR.					
SEAL:					

PROJECT:
MIX USE DEVELOP.
ST. JOHNS ST., GEORGE ST., BULLER
PORT MOODY, B.C.

LANDSCAPE SPECIFICATIONS

DATE: 2010.06.25	DRAWING NUMBER: L20 CF
SCALE: NTS	
DRAWN: JB	
DESIGN: JB	
CHECK: HH	

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Mixed-Use 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.

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- 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 Alex Stringer	Telephone 604.685.3529	Email astringer@wa-arch.ca
Registered Owner HongYu Tina Mu	Project Address 3101&3103 St Johns St; 3104&3112 St George St; 132,125,127,129 Buller St	
Proposed Use 6-storey mixed-use & 6-storey multi-family buildings		

Total Floorspace m²

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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

Arts

Performance Measure Description and Scoring

- C1 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: Cash in lieu of Public Art is being provided at a rate of 0.5% of the overall construction budget or \$211,200 towards a Public art Fund.	Staff Comments
Public Art Consultant:	
Plan reference:	

Bonus Score /1 Score /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: Architectural design along St Johns street includes articulated building facade and colour to create an expression that belongs on a main street in the City of the Arts. Lobbies will include artistic panels & other art. Artistic leaf design bike racks & paving treatments.	Staff Comments
Plan reference:	

Score /2

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

CULTURAL SUSTAINABILITY SECTION *How will the 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:

Currently, it is understood that no heritage buildings are present.

Plan reference:

Staff Comments

Score /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:

N/A

Heritage Consultant:

Staff Comments

Bonus Score /2

Score /2

Considered at the Special Council Meeting of June 22, 2021

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Considered at February 9, 2021 Council Meeting

CULTURAL SUSTAINABILITY SECTION *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: N/A	Staff Comments
Plan reference:	

Score /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

<input type="text"/> meters ² / <input type="text"/> feet ²	Staff Comments
Description of space: Currently, the design team has no plan for Arts designated space. The team will consider this in relation to the Daycare facility.	

Score /4

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

CULTURAL SUSTAINABILITY SECTION *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
The design includes several trees, benches, bike racks and an outdoor play area. The project includes a north-south connection between St Johns and St Andrews along the western edge of the project which includes seating & lighting. The bike rack design proposed is an artistic leaf shape. Proposed street trees mirror neighbouring context and provide an attractive and green facade to the urban street frontage. Proposed street furniture encourage community interaction and provide a pedestrian friendly facade. The outdoor play areas include colourful rubber tiles in an organic pattern.	
Plan reference: 18078 Preliminary Design Package (Landscape): DwgL1, DwgL2	

Score /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

<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	Staff Comments
Details:	

Score /3

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

CULTURAL SUSTAINABILITY SECTION *How will the 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
Open space as is, will be integral to the daycare and residents.	

Cultural Sustainability Score Summary

	Score
Total Cultural Pillar Points (Total Points Available – Not Including Bonus Points)	<div>23</div> <div>Total</div>
Total Cultural Points Not Applicable (Total Points for Items Not Relevant to this Application)	<div>12</div> <div>n/a</div>
Maximum Achievable Score (Total Cultural Pillar Points Minus Total Cultural Points Not Applicable)	<div>11</div> <div>Maximum</div>
Cultural Pillar Minimum Score (Sum of Applicable Baseline Items)	<div>5</div> <div>Cultural Baseline</div>
Total Points Achieved (Total Points Achieved for Applicable Items for this Application)	<div>7</div> <div>Total Cultural Points</div>
Cultural Pillar Score (Total Points Achieved/Maximum Achievable Score)	<div>7</div> <div>11</div> <div>64</div> <div>Total Cultural Points</div> <div>Max</div> <div>Percent</div>

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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

Land Use/Employment

Performance Measure Description and Scoring

EC1 Project increases long-term employment on land designated as Industrial, Mixed Employment, or Mixed Use in the City's Official Community Plan.

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): Single Family Residential Dwelling	
Number of jobs on-site relating to this use in operation: 0	
Proposed:	
Use(s): Daycare and Apartment	
Number of jobs estimate: Daycare: 16, Market Rental/Strata: 2-3, Affordable Housing: 2-3	
Assumptions: Daycare employees based on ASHRAE Occupant intensities. Apartment employees assumed based on typical operations.	

Score **3** /3

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

Land Use

Performance Measure Description and Scoring

EC2 Project supports walking to shops and services by broadening the current retail/service mix within an 800m radius of the lot.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Describe the diversification and how it is appropriate to this particular location: The project is not including any retail spaces. The project is including a ~10,000 square foot daycare which would act as a service to the community. The project is located along St. Johns Street which has dozens of retail and service stores available within walking distance. The project is within walking distance of the Moody Centre Skytrain and West Coast Express Station.	Staff Comments The project includes one retail space and is within a variety of retail/services within an 800m radius.
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Score **1** /1

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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

Land Use/Employment

Performance Measure Description and Scoring

- EC3 Project provides more intensive use of land designated as Mixed Use, *Transit Oriented Development*, Mixed Employment, or Industrial in the City's Official Community Plan that will support neighbourhood businesses (where permitted/appropriate).

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 Family Residential Dwelling	
FSR: ~1.0	
Proposed:	
Building type: Residential Mixed Use	
FSR: 2.65	

Score /3

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

Tourism

Performance Measure Description and Scoring

- EC4 Project provides regional destination commercial or institutional uses such as specialized training/education, specialty retail, dining, arts, cultural, or recreational opportunities.

Applicant Explanation and Reference to Plans, Drawings, and Reports

<input type="radio"/> Yes <input checked="" type="radio"/> No	Staff Comments
If Yes, explain:	

Score /2

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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

Economic Development/Energy/Materials/Water Use Efficiency

Performance Measure Description and Scoring

EC5 Project participates in or develops an alliance between multiple, co-located uses/businesses, i.e. eco-industrial networking.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Relationship results in (check all that apply):	Staff Comments
<input type="checkbox"/> Reduced energy consumption	
<input type="checkbox"/> Reduced water consumption	
<input type="checkbox"/> Reduced materials use	
<input type="checkbox"/> Waste reduction	
Other efficiency:	
Description: N/A	

Score 0 /4

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

Land Use

Performance Measure Description and Scoring

EC6 Project redevelops and rehabilitates a *brownfield* site.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Describe:	Staff Comments
The existing site is not a brownfield site.	

Score N/A /3

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Considered at February 9, 2021 Council Meeting

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

Innovation

Performance Measure Description and Scoring

EC7 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

EC8 Unique site aspects that limit economic sustainability achievement.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Staff Comments

Economic Sustainability Score Summary

	Score
Total Economic Pillar Points (Total Points Available – Not Including Bonus Points)	16 Total
Total Economic Points Not Applicable (Total Points for Items Not Relevant to this Application)	3 n/a
Maximum Achievable Score (Total Economic Pillar Points Minus Total Economic Points Not Applicable)	13 Maximum
Economic Pillar Minimum Score (Sum of Applicable Baseline Items)	7 Economic Baseline
Total Points Achieved (Total Points Achieved for Applicable Items for this Application)	7 Total Economic Points
Economic Pillar Score (Total Points Achieved/Maximum Achievable Score)	7 / 13 = 54 % Total Economic Points Max Percent

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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

Type of ESA: <input type="radio"/> High ESA <input type="radio"/> Medium ESA <input type="radio"/> Low ESA <input type="radio"/> 30m Stream Buffer (High Value) <input type="radio"/> Special Feature (High Value)	Staff Comments
Features/Species of Value: There is no ESA present for this site based on the City of Port Moody's Map of Environmentally Sensitive Areas.	
Means of Protection: <input type="radio"/> Covenant <input type="radio"/> Dedication <input type="radio"/> Monitoring	
<input checked="" type="radio"/> Other: not required	
Means of Improvement of ESA: N/A	

Score N/A /4

BASELINE + EARLY STAGE

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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:

- Variety of native planting species for trees and shrubs, allows for both bird nest building and habitat, berries for food
- Planting would be a sufficient distance from glazing
- Reduced light pollution and up-lighting via architectural overhangs and shading; light pollution affects the circadian rhythm of the natural environment (refer to elevation drawings)
- Increased visibility of glazing through opaque architectural features (refer to elevation drawings)
- Exposed or open pipes would have proper grating or seals to prevent birds from entering and becoming trapped

Staff Comments

Score /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:

The design team will investigate the effects of light pollution associated with the project and look to mitigate where feasible. This will be achieved through shielded street and exterior lighting to limit up-lighting into the night sky. All exterior landscape lighting will be Dark skies compliant. Proposed lighting is incorporated into furniture and paving where able to ensure safe and comfortable spaces, while still reducing overall light spillage.

Staff Comments

Score /3

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

ENVIRONMENTAL SUSTAINABILITY SECTION *How well 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
<input checked="" type="checkbox"/> Short-Term Bicycle parking	
<input checked="" type="checkbox"/> Long-Term Bicycle parking	
<input checked="" type="checkbox"/> End-of-Trip Bicycle Facilities: This is under consideration for the Daycare facility.	
<input type="checkbox"/> Bike share and assigned parking	
<input type="checkbox"/> Co-op vehicle and assigned parking space provision	
<input checked="" type="checkbox"/> Electric Vehicle plug-ins and designated spaces ¹	
Plan references: Parkade Plans - P1 & P2	

Score 3 /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
<input checked="" type="checkbox"/> Connects to existing pedestrian/cycling routes and priority destinations	
<input checked="" type="checkbox"/> Improves local pedestrian routes, local bike networks/trails	
<input checked="" type="checkbox"/> Safe, secure, accessible, and sustainable footpaths	
<input checked="" type="checkbox"/> Pedestrian clearway sufficient to accommodate pedestrian flow	
<input checked="" type="checkbox"/> Covered outdoor waiting areas, overhangs, or awnings	
<input checked="" type="checkbox"/> Pedestrian scale lighting	
<input checked="" type="checkbox"/> Pedestrian/bike-only zones	
<input type="checkbox"/> Other:	
Site circulation plan: 18059 St Johns 15OCT19 - SITE PLAN	
Other plan references: Preliminary Landscape Package (Dwg L1)	

Score 3 /3

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

Considered at the Special Council Meeting of June 22, 2021

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Considered at February 9, 2021 Council Meeting

ENVIRONMENTAL SUSTAINABILITY SECTION *How well 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: <input type="text"/> m ²	
Garbage: 99.8 <input type="text"/> m ²	
Green Waste: <input type="text"/> m ²	
Total commercial recycling, garbage, and green waste space proposed:	
Recycling: <input type="text"/> m ²	
Garbage: 47.3 <input type="text"/> m ²	
Green Waste: <input type="text"/> m ²	
Details regarding design for safety, security, and accessibility: Currently, the garbage rooms have not been divided into recycling, garbage, and organics but the size should be sufficient to hold all three. The rooms will be easily accessible on the ground floor; please refer to L1 floor plans.	

Score /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

EN7 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

Check all that apply:	Staff Comments
<input type="checkbox"/> Existing mature trees protected (# <input type="text" value="0"/>)	
<input checked="" type="checkbox"/> Replacement tree ratio (<input type="text" value="1.28"/> : 1)	
• Native tree species planted on site (# <input type="text" value="6"/>)	
• Native tree species planted off site (# <input type="text" value="0"/>)	
<input type="checkbox"/> Protected/natural park areas added on site (% of total site area: <input type="text"/> %)	
Arborist report: Proposed: 82 on/offsite; 64 removed - Cash-in-lie for remainder	

Score /3

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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
<input type="checkbox"/> Salvage replanting	
<input type="checkbox"/> Reduction to existing impervious area <input type="text"/> m ²	
<input checked="" type="checkbox"/> Removal of <i>invasive plant species</i> Names: Himalayan Blackberry (<i>Rubus armenicaus</i>), Japanese Knotweed (<i>Fallopia japonica</i>)	
<input checked="" type="checkbox"/> Native/"naturescape" landscaping <input type="checkbox"/> Watercourse daylighting <input type="checkbox"/> Riparian area restoration	
<input checked="" type="checkbox"/> Other measures taken to enhance habitat or to compensate for habitat loss: Native (non-invasive), low maintenance, drought tolerant species to be planted on-site to increase sustainability. Plant material appropriate for bird habitat and green corridors proposed on multiple floors to help offset building area.	

Score /4

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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: <input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3	Staff Comments
Means of achieving (check all that apply): <input checked="" type="checkbox"/> Absorbent landscape <input checked="" type="checkbox"/> Roof downspout disconnection <input type="checkbox"/> Infiltration swales and/or trenches <input checked="" type="checkbox"/> Sub-surface chambers/detention tanks <input checked="" type="checkbox"/> Rain gardens with native plantings <input checked="" type="checkbox"/> Rainwater harvesting <input type="checkbox"/> Tree well structures <input type="checkbox"/> Green roof/wall <input checked="" type="checkbox"/> Water quality structures <input type="checkbox"/> Pervious paving <input type="checkbox"/> Daylighted streams <input type="checkbox"/> Constructed wetlands	
<input type="checkbox"/> Other:	
References to plans and documents: Please refer to the Preliminary Landscape Package and the Stormwater Memo	

Score /3

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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

Check all that apply:	Staff Comments
<input type="checkbox"/> Drought-tolerant landscaping (<i>xeriscaping</i>) with native species	
<input checked="" type="checkbox"/> Low-maintenance lawn alternatives	
<input type="checkbox"/> Non-water dependent materials/features for ground cover treatment	
<input checked="" type="checkbox"/> Irrigation system with central control and rain sensors	
<input checked="" type="checkbox"/> Captured rainwater irrigation system, e.g. using cisterns/rain barrels	
<input checked="" type="checkbox"/> Other: Proposed trees on upper levels to reduce heat island effect	
Plan reference: Preliminary Landscape Package: Dwg L1	

Score /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
N/A	
Means of supporting: No wildlife species are currently supported given the relative location to St. Johns Street (Barnet Hwy) and Port Moody Middle School. Bringing species to the site would be a safety concern for the surrounding area and the wildlife themselves.	
Environmental assessment or site plan reference: N/A	

Score /2

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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Considered at February 9, 2021 Council Meeting

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

<p><input type="radio"/> Built Green Level: <input type="text"/></p> <ul style="list-style-type: none">• Bronze (2 points)• Silver (5 points)• Gold (8 points)• Platinum (10 points) <p><input type="radio"/> LEED Level: <input type="text"/></p> <ul style="list-style-type: none">• Certified (2 points)• Silver (5 points)• Gold (8 points)• Platinum (10 points) <p><input type="radio"/> Canadian Passive House Institute (10 points)</p> <p><input type="radio"/> Living Future Institute</p> <ul style="list-style-type: none">• Living Building Certification (10 points)• Petal Certification (10 points)• Net Zero Energy Certification (10 points) <p><input checked="" type="radio"/> Other: Step Code 2 with a low carbon energy system</p>	<p>Staff Comments</p>
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Score /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

<p>Details:</p> <p>The project will use of a low carbon energy system (possibly heat pump technologies, and heat recovery ventilators to provide increased energy performance and fresh air).</p> <p>Specify % of energy generated: unknown at this point</p>	<p>Staff Comments</p> <p>To be confirmed.</p>
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Score /4

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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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

☒ Yes ☐ No

Key *passive design* building elements:

All buildings are currently designed to acknowledge the eastern and western orientations where significant unwanted solar gains are expected. With almost entirely opaque walls on all east and west facades exposure, each building shape is designed to have a lower exposed surface along these orientations as compared to north and south elevations.

Further passive design strategies like solar shading and operable windows will be further explored through design to optimize passive design optimization.

Staff Comments

Score /3

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:

Heat Recovery Ventilation (HRV) and Heat-pump technology represent the newer technologies being considered mechanically which will optimize the recovery of heating and cooling while also reducing the amount of energy needed to condition the project. These two effort combine to reduce fossil fuel and energy consumption as a whole.

Further, occupancy sensors will likely be used in each building where feasible to reduce energy use.

The design team will investigate the use of low flow fixtures to reduce domestic hot water usage; this would save energy and potable water.

Staff Comments

Score /2

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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

<p>Details:</p> <p>A Community Garden space has been added to the Building B 6th floor outdoor amenity space. The project will include composting</p>	<p>Staff Comments</p>
<p>Landscape Plan Reference:</p>	

Score /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

<p>BC Energy Step Code:</p> <p><input type="radio"/> Tier 1 (1 point)</p> <p><input checked="" type="radio"/> Tier 2 (2 points)</p> <p><input type="radio"/> Tier 3 (3 points)</p> <p><input type="radio"/> Tier 4 (4 points)</p> <p>Attach a copy of Port Moody Building Energy Performance Design Guidelines Checklist.</p>	<p>Staff Comments</p>

Score /4

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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:

The 6th floor roof decks include planting that would otherwise be roof, helping offset the Heat-Island effect & providing habit for birds.

Staff Comments

Bonus Score /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

Bonus Score /2

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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)	<div>57</div> <div>Total</div>
Total Environmental Points Not Applicable (Total Points for Items Not Relevant to this Application)	<div>6</div> <div>n/a</div>
Maximum Achievable Score (Total Environmental Pillar Points Minus Total Environmental Points Not Applicable)	<div>51</div> <div>Maximum</div>
Environmental Pillar Minimum Score (Sum of Applicable Baseline Items)	<div>26</div> <div>Enviro Baseline</div>
Total Points Achieved (Total Points Achieved for Applicable Items for this Application)	<div>35</div> <div>Total Environmental Points</div>
Environmental Pillar Score (Total Points Achieved/Maximum Achievable Score)	<div>35</div> <div>Total Environmental Points</div> / <div>51</div> <div>Max</div> = <div>69</div> <div>Percent</div> %

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SOCIAL SUSTAINABILITY SECTION

³⁵⁹
How well does 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 <i>Adaptable Units</i> : <input type="text" value="50.3%"/>	
Details: 92 of the 183 single-storey units will be designed to meet the Adaptable Housing standards per BC Building Code	
Number of <i>Accessible Units</i> : <input type="text" value="5"/>	
Details: 5 fully accessible units will be provided	
Residential Site/Common Areas and Commercial/Industrial/ Institutional Uses: Two indoor amenity rooms and 3 outdoor amenity space	
Details: All corridors & common areas (indoor and outdoor) are designed to be accessible.	

Score /6

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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: The development should have minimal impact, if any, on the privacy and daylighting of surrounding residential buildings. Two on the closest buildings are institutional.	Staff Comments
Plan/document references: Issued for Coord. Sept 17, 2019: 3. SITE PLAN	

Score /1

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Diversity of Use

Performance Measure Description and Scoring

- S3 Development provides diversification by increasing the mix of uses for the particular site and its neighbourhood.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Existing use(s): The existing use is single family homes.	Staff Comments														
Proposed uses:															
<table><thead><tr><th></th><th>% Total Floorspace/Site Area</th></tr></thead><tbody><tr><td>Residential</td><td><input type="text" value="2.65"/></td></tr><tr><td>Commercial</td><td><input type="text"/></td></tr><tr><td>Industrial</td><td><input type="text"/></td></tr><tr><td>Institutional</td><td><input type="text" value="0.17"/></td></tr><tr><td>Park (Note Type)</td><td><input type="text"/></td></tr><tr><td>Gathering Space</td><td><input type="text" value="0.12"/></td></tr></tbody></table>			% Total Floorspace/Site Area	Residential	<input type="text" value="2.65"/>	Commercial	<input type="text"/>	Industrial	<input type="text"/>	Institutional	<input type="text" value="0.17"/>	Park (Note Type)	<input type="text"/>	Gathering Space	<input type="text" value="0.12"/>
		% Total Floorspace/Site Area													
Residential		<input type="text" value="2.65"/>													
Commercial		<input type="text"/>													
Industrial	<input type="text"/>														
Institutional	<input type="text" value="0.17"/>														
Park (Note Type)	<input type="text"/>														
Gathering Space	<input type="text" value="0.12"/>														

Score /3

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SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Housing Diversity

Performance Measure Description and Scoring

- S4 Development includes a mix of housing types.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Number of Units	Staff Comments
Live-work units	0	
Ground-oriented units	14	
Apartment units	183	

Score 3 /3

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Housing Diversity

Performance Measure Description and Scoring

- S5 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	112	57	
2-bedroom	76	39 (1 pt)	
3+ -bedroom	9	5 (2 pts)	
Flexible design features: Of the one bedroom units, there will be 37 units that are designed as one bedroom plus den. The den space will provide the potential as a second bedroom to house an additional person.			

Score 1 /3

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SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Housing Affordability

Performance Measure Description and Scoring

- S6 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: Affordable Rental, Market Rental, Market Strata	Staff Comments
Description: 6 units are Non-market 44 units are Market Rental	
% of total housing units: 25 %	
Plan reference: Issued for Coord. Sept 17, 2019: 2. Statistics	

Score 4 /4

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Amenities

Performance Measure Description and Scoring

- S7 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
The project will include a daycare facility in Building A with a size of ~5,400 square feet. Multiple play areas & gathering spaces have been included in the outdoor amenity areas. \$211,200 will be donated towards a Public art Fund.	
Plan reference: Issued for Coord. Sept 17, 2019: 2. Statistics	

Score 5 /5

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SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Amenities

Performance Measure Description and Scoring

58 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:

The project will include 8,090sf of outdoor amenity provided at ground level & 2 roof decks and will include seating/gathering spaces, play spaces, BBQ areas, and ample planting beds. The project also includes 2 indoor amenity spaces totaling 3,014sf.

Plan reference:

Issued for Coord. Sept 17, 2019: 2. Statistics

Staff Comments

Score /3

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Inclusive Community

Performance Measure Description and Scoring

59 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:

The project is focused on residential and new families. As well, the project will have 6 non-market units & 44 market rental units to support low income residents.

Staff Comments

Score /4

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SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Community Building

Performance Measure Description and Scoring

S10 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:

The project met the standard notification and consultation procedure set out by the City of Port Moody. Additional outreach included two canvasses of businesses on St Johns St, and one-on-one meetings/email outreach to various community groups such as the Port Moody Middle School, the Moody Centre Community Association, and the Port Moody Arts Centre Society. As part of the application process, we met with non-profit childcare and housing providers to get an understanding of the needs for childcare space and housing in Port Moody.

Identify actions taken in response to stakeholder input:

After these discussions, the below-market housing units were changed to non-market (with shelter rates) in order to provide greater affordability. We have also expanded the on-site outdoor space in response to the needs of the childcare providers. The design was also refined to include design changes to accommodate more efficient traffic flow which was identified as a concern from the community input. Additional stepping back and design changes also reduced the visual scale of the proposed building on St George St which was also identified through community input.

Plan references:

Staff Comments

Score 4 /4

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SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Safety

Performance Measure Description and Scoring

- S11 The design of the site incorporates *Crime Prevention Through Environmental Design* principles (CPTED).

Applicant Explanation and Reference to Plans, Drawings, and Reports

Please explain:

o Dwelling units clustered together to create neighbour-to-neighbour surveillance. o Landscape design to allow clear, unobstructed views. o Walkways and entries are visible, well lit and overlooked by windows. o Windows constructed of clear glazing to overlook public/private spaces. o Glazed doors in stairwells and parkades lobbies, white or light colour paint schemes and elimination of dead ends and sharp corners. o Secure parking areas for residents using overhead grill, and pass or key access only. o Low planting has been proposed along sidewalks to provide clear lines of sight to/from the development.

Plan references:

Issued for Coord. Sept 17, 2019: 3. SITE PLAN

Staff Comments

Score /1

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Education and Awareness

Performance Measure Description and Scoring

- S12 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:

The ownership team will create and provide informational booklets outlining the features of the individual apartments and the entire development. Some of this information would include discussion on energy saving life styles and proper waste diversion.

Staff Comments

Score /1

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SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Innovation

Performance Measure Description and Scoring

S13 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

S14 Unique site aspects that limit social sustainability achievement.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Staff Comments

Social Sustainability Score Summary

	Score
Total Social Pillar Points (Total Points Available – Not Including Bonus Points)	38 Total
Total Social Points Not Applicable (Total Points for Items Not Relevant to this Application)	0 n/a
Maximum Achievable Score (Total Social Pillar Points Minus Total Social Points Not Applicable)	38 Maximum
Social Pillar Minimum Score (Sum of Applicable Baseline Items)	7 Social Baseline
Total Points Achieved (Total Points Achieved for Applicable Items for this Application)	33 Total Social Points
Social Pillar Score (Total Points Achieved/Maximum Achievable Score)	33 / 38 = 87 % Total Social Points Max Percent

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

Project Address/Name: 3101-3103 St. Johns Street, 3104-3112 St. George Street, 123-129 Buller Street	File No: 6700-20-198
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PROJECT SCORE SUMMARY	Cultural	Economic	Environmental	Social
Total Pillar Points Available	23	16	57	38
Sum Of Items Not Applicable	Cultural na 12	Economic na 3	Enviro na 6	Social na 0
Maximum Achievable Score (Total Pillar Points – Sum of Items N/A)	Maximum Cultural Achievable 11	Maximum Economic Achievable 13	Maximum Enviro Achievable 51	Maximum Social Achievable 38
Minimum Score (Sum of Applicable Baseline Items)	Minimum Cultural Score 5	Minimum Economic Score 7	Minimum Enviro Score 26	Minimum Social Score 7
Missed Points (Sum of Applicable Items Not Achieved)	Missed Cultural Points 4	Missed Economic Points 6	Missed EnviroPoints 16	Missed Social Points 5
TOTAL PILLAR SCORE ACHIEVED (Total Points Achieved out of Applicable Items)	<div>7 / 11</div> <div>Total Cultural # Possible Cultural #</div> <div>64 %</div> <div>Total Cultural Percent</div>	<div>7 / 13</div> <div>Total Economic # Possible Economic #</div> <div>54 %</div> <div>Total Economic Percent</div>	<div>35 / 51</div> <div>Total Enviro # Possible Enviro #</div> <div>69 %</div> <div>Total Enviro Percent</div>	<div>33 / 38</div> <div>Total Social # Possible Social #</div> <div>87 %</div> <div>Total Social Percent</div>
OVERALL SUSTAINABILITY SCORE (Sum of Four Pillars)	<div>82 / 113</div> <div>Overall # Overall Possible #</div>		<div>73 %</div> <div>Overall Percent</div>	

SUSTAINABILITY HIGHLIGHTS	Cultural	Economic	Environmental	Social
+ Priority Items (Score ≥3) Achieved and Confirmed Innovations	+ Cultural Contribution to public art reserve	+ Economic Increase in long term employment	+ Environmental Supports pedestrians and cyclists	+ Social Non-market Housing, Community Amenities
- Priority Items (Score ≥3) Missed and Confirmed Constraints	- Cultural	- Economic	- Environmental Green Building Rating	- Social

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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 [Map 13 of OCP](#).

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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 term 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

[metrovanancouver.org](#)

Metro Vancouver Technical Specifications for Recycling and Garbage Amenities in Multi-family and Commercial Developments

[metrovanancouver.org/services](#)

Metro Vancouver's Stormwater Source Control Guideline

[metrovanancouver.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](#)

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Examples of Council Endorsed CAC Waivers

- November 24, 2020 (Endorsed by Council) – endorsed the applicant's request to waive a partial CAC payment of \$344,000, which would be put towards the provision of a two-bedroom rental unit with two lock-off suites for affordable housing at Lots 17-20 Henry Street for a non-profit organization. The project is also proposing 17 rent-to-own units.
- October 9, 2018 (Bylaw Adoption) – granted a request from the applicant to extend the one-year grace period and exempt the project from the requirement to pay a CAC, which would have been approximately \$1.2m, for a project that included a 229 unit market-rental building, including five affordable units at 3370 Dewdney Trunk Road; and
- October 9, 2018 (Bylaw Adoption) – granted a request to waive the total CAC, in the amount of \$241,161.60 for a project that included 55 affordable rental units at 2318 St. Johns Street. The City also contributed an additional \$527,796 grant to the project from the Affordable Housing Reserve Fund.

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City of Port Moody
Minutes
Community Planning Advisory Committee

Minutes of the meeting of the Community Planning Advisory Committee held on Tuesday, January 7, 2020 in Council Chambers.

Present

Councillor Steven Milani, Chair
Councillor Zoë Royer, Vice-Chair
Melissa Chaun
Greg Elgstrand
Allan Fawley
Wilhelmina Martin
Hazel Mason
Callan Morrison
Severin Wolf

Absent

Mike Bitter
Darquise Desnoyers (Regrets)
Edward Chan (Regrets)
Patricia Mace (Regrets)
Ronda McPherson (Regrets)

In Attendance

André Boel – General Manager of Planning and Development
Philip Lo – Committee Coordinator
Wesley Woo – Development Planner

1. Call to Order

The Chair called the meeting to order at 7:04pm

2. Adoption of Minutes

Minutes

2.1 CPAC20/001

Moved, seconded, and CARRIED

THAT the minutes of the Community Planning Advisory Committee meeting held on Tuesday, October 1, 2019 be amended as follows:

- by adding “comments were made that it was appreciated that the proponent adhered to the current OCP height requirements” under item 4.1 – 2025 St. Johns Street;

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- by removing “consider including accessible units”, and adding “consider increasing the number of adaptable and accessible small units” under item 4.1 – 2025 St. Johns Street;

AND THAT the minutes of the Community Planning Advisory Committee meeting held on Tuesday, November 5, 2019 be adopted as amended.

3. Unfinished Business

4. New Business

**3101 and 3103
St. Johns Street,
3104, 3108, and
3112 St. George
Street, and
123/125/127/129
Buller Street**

4.1 Report: Planning and Development Department – Development Planning Division, dated December 6, 2019

The Development Planner gave a presentation regarding the application, and answered questions regarding: the potential reduction of parking space requirements; the potential number of childcare spaces and the impact of childcare use on commercial activity; area context with regards to height; access to adjacent developments to reduce traffic conflict; the impact of the influx of school-age children on the capacity of the School District; the total Community Amenity Contribution (CACs) and Development Cost Charges (DCCs); the operation of the market and below-market rental units; the distribution of below-market units in the project and their long-term implications; and the overall unit mix.

The proponent gave a presentation on the application, and answered questions regarding: the provision and location of outdoor play and amenity spaces for childcare use, and potential shading issues; whether the building is barrier-free for residents with mobility issues; exterior construction materials and their durability; traffic impact of childcare use during peak times; the dimensions and square footage of the units; traffic impact during construction and staging; potential operator for the below-market rental units, the rental rates, and the impact to insurance costs; the project's contribution to the City's arts and culture; shadowing impact on adjacent buildings; the use of bird-friendly glass to reduce reflectivity; the impact of up-lighting on trees and potential use of motion-activated lights; a potential voluntarily contribution to the public arts fund; whether there has been direct observation and traffic impact assessment of traffic patterns in existing conditions; and the consideration of the overall change to the traffic pattern in the area; the potential to diversify the unit mix.

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The Committee noted the following in discussion:

- consider whether the current parking allotment is required given the proximity to transit;
- consider the long-term costs to owners, including insurance costs, when the City requires below-market units from private developers;
- encourage the use of more innovative building envelopes, such as passive house design and triple glazing;
- concerns were expressed about shading and the availability of daylight in the outdoor childcare play area;
- consider repurposing the ground floor commercial space for arts purposes should daycare no longer be a viable use;
- concerns were expressed regarding significant number of one-bedroom units and their small sizes, as well as potential mobility issues within these units; small unit sizes could result in greater turnover of tenants;
- dens should not be marketed nor encouraged to be used as bedrooms;
- consider diversifying the unit mix to include more large units, with an emphasis on two-bedroom units;
- concerns were expressed regarding traffic impacts along Buller Street, and turnaround issues with the daycare use;
- there is a lack of cycling infrastructure along St. Johns Street; projects along this corridor should contemplate a separated bike lane;
- the City should consider incentivizing walking and cycling, and making these modes of transportation safe;
- request that the developer contribute to the City's public art fund;
- explore other colour schemes and design options to stand out more from other buildings in the area;
- consider alternatives to the continuous use of glass along the ground floor to make the project more inviting and visually interesting;
- the project should target Step 3 of the BC Energy Step Code, as it is not a significant increase in investment from the proposed Step 2;
- some Committee members noted an appreciation for the provision of below-market units;
- some Committee members suggested that the requested amendments to the current zoning are significant, and preferred the building to not be six storeys along St. George Street;
- consider expanding the tenure of daycare or other non-profit uses;
- consider a rooftop childcare space as an option, as ground floor commercial space is valuable, and the rooftop could

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provide sufficient outdoor space with lighting, and may reduce noise impact to residents;

- look for potential ways to share an access ramp with the neighbouring property for entrance into the underground parkade, or develop a better traffic flow to access the parkade
- concerns were expressed regarding the potential removal of 18-20 coniferous trees on site and the impact on their removal on the watershed and on rainwater capture; and
- staff should move away from traditional side-by-side analyses towards neighbourhood context analyses.

CPAC20/002

Moved, seconded, and CARRIED

THAT the meeting be extended by up to 30 minutes.

The Committee continued its discussion, noting the following:

- the provision of daycare space close to the schools and for young families is appreciated;
- pick-up and drop-off times for daycare are not the same as those for schools, and could be more dispersed, so the traffic patterns may not be the same as for schools;
- concerns were expressed about the current residents at the project site that will need to relocate for this project.
- there is a good rental mix for a project of this size;
- the current design, including the step back, the linear components, and the modular portals, gives the proper scale and fits well into the area context.

Staff requested a consensus from the Committee regarding the balance between additional height/density and proposed amenities for this application.

The Committee noted the following in discussion:

- it could be difficult to provide an answer to staff considering all of the different components of the project; however, overall there are many components of this project that can be supported;
- some Committee members suggested that Council needs to determine guidelines for the amount of Floor Area Ratio (FAR) awarded based on specific targets being met; these guidelines are currently not available;
- some Committee members expressed uncertainty in its role in making these determinations, and noted the overall neighbourhood context is lacking;
- some members suggested that the City should improvise on a case-by-case basis based on the existing OCP, and receive the benefits of higher CACs and DCCs, and allow development

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projects to “respond” to each other as an area is developed;
and

- it would be helpful to have something more specific than an OCP to provide direction and clarity to staff and applicants.

CPAC20/003

Moved and seconded

THAT staff and the applicant consider the comments provided during the Community Planning Advisory Committee meeting held on January 7, 2020 regarding the proposed project presented in the report dated December 6, 2019 from the Planning and Development Department – Development Planning Division regarding 3101 and 3103 St. Johns Street, 3104, 3108, and 3112 St. George Street, and 123/125/127/129 Buller Street.

CPAC20/004

Moved, seconded, and CARRIED

THAT the foregoing motion be amended by adding:

“AND THAT the Chair of the Community Planning Advisory Committee prepare a report addressing each of the specific items identified by CPAC at its January 7, 2020 meeting concerning this proposal and that the Chair present this report to Council at the Council Meeting in which this proposal will be brought forward for consideration.”

CPAC20/005

Moved, seconded, and CARRIED

THAT the meeting be extended by up to 30 minutes.

The Committee expressed concerns regarding uncertainty around its role in the City’s development application process.

CPAC20/006

Moved, seconded, and CARRIED

THAT the Committee’s Terms of Reference and its role in the development application process be reviewed and discussed at a workshop to be planned with Committee members and the City.

The question on the main motion (CPAC20/003) as amended (by CPAC20/004) was put to a vote; the following motion was CARRIED:

THAT staff and the applicant consider the comments provided during the Community Planning Advisory Committee meeting held on January 7, 2020 regarding the proposed project presented in the report dated December 6, 2019 from the Planning and Development Department – Development Planning Division regarding 3101 and 3103 St. Johns Street, 3104, 3108, and 3112 St. George Street, and 123/125/127/129 Buller Street.

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AND THAT the Chair of the Community Planning Advisory Committee prepare a report addressing each of the specific items identified by CPAC at its January 7, 2020 meeting concerning this proposal and that the Chair present this report to Council at the Council Meeting in which this proposal will be brought forward for consideration.

**Temporary Use –
Old Fire Hall No. 1
Site**

4.2 Attachment: Report: Mayor Rob Vagramov, dated September 20, 2019

The Chair provided an overview of the report and requested input from the Committee on potential temporary uses for the Fire Hall No. 1 site, and noted that all advisory committees of the City were requested to provide input on this matter.

The Committee noted the following in discussion:

- the site could be left as a passive-use space for public enjoyment, with park benches and a perimeter walking path, and could be used for “pop-up” events;
- an artist micro-studio village, incorporating construction education around the Step Code, could be located on the site;
- a “box park” using shipping containers could create performance plazas and host anchor tenants including farmer’s market, art fairs, and artist studios, at the site;
- a community garden for pollinating plants, accessible to all age groups, could be located on the site;
- there is a desire for available covered event space with full servicing; the weather envelope does not need to be linked to potential uses;
- the City could consider investing in mobile infrastructure that can be used at the site as well as other locations for other events such as festivals;
- a committee could be created to investigate potential uses holistically, to determine potential programming, and to plan for the technical requirements that could be needed for running different events types; this committee could suggest to Council that a strategy is required before a solution can be determined;
- concerns were expressed regarding making major changes to the site, and the financial investment that would be required (for parking, serving, etc.) for only a temporary use; instead, more long-term planning should be done to ensure that the maximum potential of the site is fulfilled, to provide greater value for the City;
- Council and staff can set parameters to guide the discussion, and then receive input from residents; and
- The City could consider a lease or a partnership done via Request for Proposals, to achieve uses that are mutually beneficial.

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5. Information

**Application
Review Criteria**

- 5.1 Memo: General Manager of Planning and Development, dated
September 25, 2019
File: 08-3060-01/Vol 01

6. Adjournment

The Chair adjourned the meeting at 9:56pm.



Councillor Steve Milani,
Chair



Philip Lo,
Committee Coordinator

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February 26, 2021

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

RE: 3101-3103 St Johns St, 3104-3112 St George St, & 123-129 Buller St - Response to Council Motions

Pooni Group is providing this letter on behalf of Buffalo Gentai Development Ltd. (owners) (Buffalo) in response to Council's motions from the February 9 Special Council Meeting.

The following two motions were carried:

- THAT the proponent be requested to investigate increasing the duration of market rental housing tenure.
- THAT the applicant modify the proposal to step down to a three storey facing on the south side building.

Duration of Market Rental Housing Tenure

In response to the motion by Councillor Lubik, Buffalo has agreed to increase the duration of the market rental housing tenure from 20 years to 30 years.

Setback of the Building Fronting Onto St George St

In response to the motion to step down the south side building from Councillor Madsen, the following demonstrates the current and new design considerations made to the proposed 6-storey building that fronts onto St George Street.

The proposed building fronting onto St George St steps back at the fourth, fifth and sixth storeys, as illustrated in the section attached.

- The fourth and fifth storeys are set back by 10 ft (as measured from the end of the overhang on the third storey); and
- The sixth storey is set back by an additional 4.6 ft in from the fourth storey, for a total of 14.6 ft from the end of the overhang on the third storey.

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The façade of the lower levels is designed to emulate the three-storey form of the townhomes across the street. The proposal will incorporate darker façades on the stepped back upper levels in order to visually diminish their presence. Given the setback and darker façade colour, the upper three levels will appear to be more recessed when experienced from the ground-level; thus, reducing its visual presence from the street.

This proposal brings a number of benefits to the community and supports many of the Council's priorities for Port Moody. The proposed commercial space and pedestrian realm improvements along St Johns St contributes to a more walkable and engaging streetscape. The proposed not-for-profit childcare has been developed in partnership with the Greater Vancouver YMCA to provide 49 below-market childcare spaces for families in a location that is close to schools, parks and transit. The proposed non-market rental homes have been developed in partnership with the Bloom Group, who will own the units and be able to support the most vulnerable of residents. In addition, the market rental and strata homes add to the spectrum of housing - meeting the needs of a diverse and growing population.

If the density/mass of the building on St George St is further reduced through step backs or lowering of the upper storeys, it is unlikely that the proposal will be able to deliver the full extent of public benefits as proposed (non-market rental and not-for-profit childcare).

On behalf of Buffalo, we appreciate the opportunity to address the motions, and encourage Council to refer this application to Public Hearing.

Sincerely,



Chi Chi Cai, Senior Planner
Pooni Group

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NORTH-SOUTH SECTION

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City of Port Moody

Bylaw No. 3295

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

- 1.1 This Bylaw may be cited as "City of Port Moody Housing Agreement Bylaw, 2021, No. 3295 (St. Johns Street, St. George Street, and Buller Street – Market Rental Housing)".

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 1143924 B.C. Ltd. with respect to the following lands:

Lot 5 District Lot 190 Group 1 New Westminster District Plan 11618
009-553-843

Lot 6 District Lot 190 Group 1 New Westminster District Plan 11618
009-553-860

Lot 7 District Lot 190 Group 1 New Westminster District Plan 11618
002-389-886

Strata Lot 1 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-627

Strata Lot 2 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-635

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Strata Lot 3 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-643

Strata Lot 4 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-651

Lot 1 District Lot 190 Group 1 New Westminster District Plan 11618
Except Plan 12019
009-610-812

Lot 2 District Lot 190 Group 1 New Westminster District Plan 11618
Except Plan 12019
003-597-393

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 9th day of February, 2021.

Read a second time this 9th day of February, 2021.

Read a third time this ___ day of _____, 2021.

Adopted this ___ day of _____, 2021.

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R. Vagramov
Mayor

D. Shermer
Corporate Officer

I hereby certify that the above is a true copy of Bylaw No. 3295 of the City of Port Moody.

D. Shermer
Corporate Officer

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Schedule A

TERMS OF INSTRUMENT - PART 2

MARKET RENTAL HOUSING

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

BETWEEN:

1143924 B.C. LTD.
204 - 5740 CAMBIE STREET
VANCOUVER, BC
V5Z 3A6

(the "Owner")

AND:

CITY OF PORT MOODY
100 Newport Drive
Port Moody, British Columbia, V3H 5C3

(the "City")

WHEREAS:

- A. Section 483 of the Local Government Act permits the City to enter into and note on title to the lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units, and rent which may be charged for housing units;
- B. Section 219 of the Land Title Act (as hereinafter defined) permits the registration of a covenant of a negative or positive nature in favour of the City (as hereinafter defined) in respect of the use of land or construction on land;
- C. The Owner (as hereinafter defined) is the registered owner of the Lands (as hereinafter defined);
- D. The City adopted Housing Agreement Bylaw, 2021, No. 3295, authorizing the City to enter into this Agreement on the terms and conditions contained herein;
- E. The Owner and the City wish to enter into this Agreement to restrict the use of and construction on, the Lands on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the Land Title Act and a housing agreement under section 483 of the Local Government Act.

In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

- 1.1. In this Agreement, the following words have the following meanings:
- (a) **"Agreement"** means this market rental housing agreement together with the General Instrument and all schedules attached hereto;
 - (b) **"Building"** means the six-storey building to be built on the Lands, which Building will contain Rental Housing Units as contemplated by the Development Authorization, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Authorization;
 - (c) **"City"** and **"City of Port Moody"**, being the Transferee described in Item 6 of the General Instrument, means the City of Port Moody and is called the "City" when referring to the corporate entity and "City of Port Moody" when referring to the geographic location;
 - (d) **"Development Authorization"** means the development authorization form issued by the City authorizing development of the Lands, or any portion thereof;
 - (e) **"Dwelling Unit"** means each of the one hundred and ninety-seven (197) residential dwelling units located, or to be located in the Building including, where the context permits, a Rental Housing Unit;
 - (f) **"General Instrument"** means the Form C under the Land Title (Transfer Forms) Regulation, as amended, and all schedules and addenda to the Form C charging the Lands;
 - (g) **"Interpretation Act"** means the Interpretation Act, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
 - (h) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
 - (i) **"Lands"** means the land described in Item 2 of the General Instrument and any part, including the Building or a portion of the Building, into which said land is Subdivided;
 - (j) **"Local Government Act"** means the Local Government Act, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
 - (k) **"LTO"** means the New Westminster Land Title Office or its successor;
 - (l) **"Owner"** means 1143924 B.C. LTD., being the Transferor described in Item 5 of the General Instrument, and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of the Rental Housing Units from time to time;

- (m) **"Property Manager"** means an entity controlled by and affiliated with 1143924 B.C. LTD.;
- (n) **"Real Estate Development Marketing Act"** means the Real Estate Development Marketing Act, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (o) **"Related Person"** means, where the registered or beneficial Owner of the Rental Housing Units, is:
- i. a corporation (as such term is defined in the Business Corporations Act (British Columbia)), then a Related Person is:
 - A. an officer, director, or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - B. the spouse, parent, child, sibling, niece, or nephew of any such officer, director or shareholder; or
 - ii. an individual, then a Related Person is the spouse, parent, child, sibling, niece, or nephew of such individual;
- (p) **"Rental Housing"** means a residential unit which is not occupied by the Owner of the same or by a Related Person, but which is made available by such Owner to the general public, at arms-length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, Residential Tenancy Act and human rights legislation in British Columbia;
- (q) **"Rental Housing Units"** and **"Rental Housing Unit"** means the forty-four (44) Dwelling Units designated by the Owner as Rental Housing Units to be contained in the Building as set out in Schedule A of this Agreement and used solely for the purpose of Rental Housing in accordance with this Agreement;
- (r) **"Residential Tenancy Act"** means the Residential Tenancy Act, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (s) **"Strata Property Act"** means Strata Property Act S.B.C. 1998, Chapter 43 together with all amendments thereto and replacements thereof;
- (t) **"Subdivide"** means to divide, apportion, consolidate, or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions, or shares, whether by plan, descriptive words or otherwise, under the Land Title Act, the Strata Property Act, or otherwise, and includes the creation, conversion, organization, or development of "cooperative interests" or "shared interest in land" as defined in the Real Estate Development Marketing Act;

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- (u) **“Tenancy Agreement”** means a tenancy agreement, lease, licence, or other agreement granting rights to occupy a Rental Housing Unit;
- (v) **“Tenant”** means an occupant of a Rental Housing Unit by way of a Tenancy Agreement; and
- (w) **“Term”** means the term of this Agreement being 30 years from the date of registration of this Agreement.

1.2. In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders, or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the Interpretation Act with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators, and receivers;
- (j) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

ARTICLE 2

USE OF LANDS AND CONSTRUCTION OF RENTAL HOUSING UNITS

- 2.1 The Owner covenants and agrees with the City in respect of the use of the Lands and any Dwelling Unit on, or to be constructed on, the Lands that:

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- (a) the Lands will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will not allow any Rental Housing Unit to be used, throughout the Term, except as a Rental Housing pursuant to a Tenancy Agreement;
- (c) it hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement;
- (d) the Rental Housing Units must be designed and constructed to the same standard, in terms of layout, workmanship, and materials, as the balance of the Dwelling Units in the Building on the Lands;
- (e) 1 parking stall will be constructed and assigned to each of the Rental Housing Units; and
- (f) it will keep and maintain or cause to be kept and maintained, the Building and the Rental Housing Units and all parts thereof in good repair and in a safe, clean, neat, and tidy condition, reasonable wear and tear, excepted, and will insure, or cause to be insured, the Rental Housing Units to the full replacement cost, or such lower threshold as is permitted under the Strata Property Act, against perils normally insured against by strata corporations and owners of similar property in the City of Port Moody by reasonable and prudent owners of similar residential units, buildings, and lands.

2.2 The Owner covenants and agrees with the City that the Owner will not:

- (a) be issued with a Development Authorization unless the Development Authorization includes the Rental Housing Units;
- (b) permit occupancy of, or apply for an Occupancy Permit from the City for any Dwelling Units to be constructed in the Building unless and until the Rental Housing Units have first been constructed and approved for occupancy, as evidenced by the issuance of an Occupancy Permit by the City;
- (c) occupy, nor permit any person to occupy any Rental Housing Units, in part or in whole, constructed in the Building and the City will not be obligated to permit occupancy of any Rental Housing Units constructed in the Building until all of the following conditions are satisfied:
 - i. the Rental Housing Units and related uses and areas have been constructed to the satisfaction of the City;
 - ii. the Rental Housing Units have received final building permit inspection granting occupancy; and

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- iii. the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands.

2.3 The Owner must not rent, lease, license, or otherwise permit occupancy of any Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:

- (a) the Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement; and
- (b) no Rentable Housing Unit shall be rented on less than a thirty (30) days rental period, whatsoever.

2.4 The Owner will:

- (a) ensure that all Tenants shall be permitted access to all common property and other common areas, facilities, and indoor and outdoor amenities, including the outdoor swimming pool and associated fitness centre, regardless of whether the Lands are Subdivided or stratified; and
- (b) not require the Tenants to pay any strata fees, strata property contingency reserve fees, or any extra charges or fees charged by the strata corporation for use of any common property, limited common property, or other common areas, facilities, or amenities.

ARTICLE 3 STRATA CORPORATION BYLAWS

- 3.1 This Agreement will be binding upon all strata corporations ("**Strata Corporations**") created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 3.2 Any Strata Corporation bylaw which prevents, restricts, or abridges the right to use the Rental Housing Units as Rental Housing will have no force and effect.
- 3.3 No Strata Corporation shall pass any bylaws preventing, restricting, or abridging the use of the Rental Housing Units as Rental Housing.
- 3.4 No Strata Corporation shall pass any bylaw or approve any levies which would result in only a Tenant of a Rental Housing Unit paying any extra charges or fees for the use of any common property, limited common property, or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 3.5 No Strata Corporation shall pass any bylaw which purports to restrict access to Tenants to all common property, or other common areas, facilities, and indoor and outdoor amenities, including the outdoor swimming pool and associated fitness centre, regardless of whether the Lands are Subdivided or stratified.

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**ARTICLE 4
MISCELLANEOUS**

4.1 Housing Covenant/Section 219 Covenant. The Owner covenants and agrees with the City that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the Local Government Act and a covenant under section 219 of the Land Title Act;
- (b) the Owner may Subdivide the Lands such that the Building is stratified and each of the Rental Housing Units become separate legal parcels. Where the Lands have not yet been Subdivided, to create the separate legal parcels to be charged by this Agreement, the City may file notice of this Agreement in the LTO over the Lands under section 483 of the Local Government Act and may register this Agreement as a Land Title Act section 219 covenant in the LTO against title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the Local Government Act or registered as a Land Title Act section 219 covenant prior to the Lands being Subdivided to create the separate legal parcels and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are Subdivided, to charge and secure only the legal parcels which contain the Rental Housing Unit(s), then the City shall at the Owner's request, without further City council approval, authorization, or bylaw, partially discharge this Agreement accordingly. Notwithstanding any failure or delay by the City to deliver the partial discharge of this Agreement from the legal parcels which are not designated as Rental Housing Units on Schedule A hereto, this Agreement is deemed to be discharged from all legal parcels that are not designated as Rental Housing Units, provided that the Owner acknowledges and agrees that in the event that the Rental Housing Unit is in a strata corporation, this Agreement shall remain noted on the index of the common property of the strata corporation stored in the LTO. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended.

4.2 The Owner agrees, pursuant to section 219 of the Land Title Act, that:

- (a) the terms and conditions of this Agreement constitute a covenant in respect of the use of the Lands and any Rental Housing Units on or to be constructed on the Lands and annexed to and running with the Lands and that the Lands shall only be used in accordance with the terms of this Agreement; and
- (b) the City may register this Agreement in the LTO against title to the Lands as a covenant pursuant to section 219 of the Land Title Act.

4.3 Management and Maintenance. The Owner covenants and agrees that throughout the Term, in order to ensure the long- term maintenance of the Rental Housing Units, they will furnish good and efficient management of the Rental Housing Units through the Property Manager. The Owner further covenants and agrees that it will maintain the Rental Housing

Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

4.4 Reporting. The Owner will direct the Property Manager to report annually to the City to confirm that the Owner is complying with this Agreement

4.5 Indemnity. The Owner will indemnify and save harmless the City and each of its elected officials, officers, employees, directors, and agents, and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) the use or occupancy of any Rental Housing Unit;
- (b) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (c) the City refusing to issue a Development Authorization or building permit, or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands;
- (d) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Rental Housing Unit or the enforcement of any Tenancy Agreement; and
- (e) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

This indemnity is an integral part of the Land Title Act section 219 covenant hereby granted by the Owner to the City.

4.6 Release. The Owner hereby releases and forever discharges the City and each of its elected officials, officers, employees, directors, 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 or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation, or management of the Lands or any Rental Housing Unit under this Agreement;
- (b) the City refusing to issue a Development Authorization or building permit, or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands; or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

4.7 Survival. The obligations of the Owner set out in sections 4.5 and 4.6 of this Agreement will survive termination or discharge of this Agreement.

4.8 **Priority.** The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City, will be registered against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those in favour of the City or specifically approved in advance in writing by the City's solicitor or senior planner, and that a notice under section 483(5) of the Local Government Act will be filed on title to the Lands.

4.9 **City's Powers Unaffected.** This Agreement does not:

- (a) affect, fetter, or limit the discretion, rights, duties, or powers of the City or the council of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

4.10 **Agreement for Benefit of City Only.** The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier, or user of the Lands or the building or any portion thereof, including any Rental Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

4.11 **No Public Law Duty.** Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

4.12 **Notice.** Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

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

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

- 4.13 **Enuring Effect.** This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 4.14 **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
- 4.15 **Waiver.** All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.
- 4.16 **Sole Agreement.** This Agreement, and any documents signed by the Owners contemplated by this Agreement, represents the whole agreement between the City and the Owner respecting the use and occupation of the Rental Housing Units, and there are no warranties, representations, conditions, or collateral agreements made by the City, except as set forth in this Agreement.
- 4.17 **Further Assurance.** Upon request by the City, the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.
- 4.18 **Covenant Runs with the Lands.** This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided containing the Rental Housing Units for the Term. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors, and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.
- 4.19 **Limitation on Owner's Obligations.** The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands or the Building, as the case may be, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands or the Building, as the case may be, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.
- 4.20 **Equitable Remedies.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

Considered at April 20, 2021 Council Meeting

- 4.21 **No Joint Venture.** Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.22 **Applicable Law.** Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the Residential Tenancy Act, this Agreement is without effect to the extent of the conflict.
- 4.23 **Deed and Contract.** By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.
- 4.24 **Joint and Several.** If the Owner is composed of more than one person, firm, or body corporate, then the covenants, agreements, and obligations of the Owner shall be joint and several.

ARTICLE 5 DEFAULT AND REMEDIES

- 5.1 **Notice of Default.** The City may give to the Owner written notice to cure a default under this Agreement within thirty (30) days of receipt of notice or such longer period as reasonably required if such default cannot be cured within thirty (30) days by the Owner acting diligently. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.
- 5.2 **Costs.** The Owner will pay to the City on demand by the City all the City's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.
- 5.3 **Damages.** The Owner acknowledges that the City requires the Rental Housing Units to be rented in accordance with this Agreement for the benefit of the community. The Owner therefore agrees that for each month a Rental Housing Unit is not occupied in accordance with this Agreement, the Owner must pay the City \$500.00 (the "**Damage Payment**") per month 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 unless the Owner is acting with diligence, to the satisfaction of the City, to correct the breach within a reasonable period of time. The Owner agrees that payment may be enforced by the City in a court of competent jurisdiction as a contract debt.
- 5.4 **Rent Charge.** By this section, the Owner grants to the City a rent charge under section 219 of the Land Title Act, and at common law, securing payment by the Owner to the City of the Damage Payment as described in section 5.3. The City agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under section 5.3 is due and payable to the City in accordance with section 5.3. The City may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.

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5.5 **Specific Performance.** The Owner 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 Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in ensuring the provision of Rental Housing Units to be occupied by Tenants and restricting occupancy of the Lands in accordance with this Agreement.

5.6 **No Penalty or Forfeiture.** The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing Rental Housing Units for Tenants, 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the General Instrument - Part 1, which is a part hereof.

Considered at the Special Council Meeting of June 22, 2021

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SCHEDULE A
LOCATION OF RENTAL HOUSING UNITS

Forty-four (44) Rental Housing Units shall be constructed in the Building, in accordance with the following floor-by-floor diagrams on the Lands:

DRAFT

Considered at the Special Council Meeting of June 22, 2021

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Considered at April 20, 2021 Council Meeting

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PRIORITY AGREEMENT

_____ (the "**Chargeholder**") is the holder of Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers _____, and _____, respectively (the "**Bank Charges**").

The Chargeholder, being the holder of the Bank Charges, by signing the Form C General Instrument attached hereto as Part I, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder) hereby consents to the granting of this Section 483 Housing Agreement and Section 219 Covenant and hereby covenants that this Section 483 Housing Agreement and Section 219 Covenant shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Section 483 Housing Agreement and Section 219 Covenant had been registered prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified, and without reservation or limitation.

END OF DOCUMENT



City of Port Moody

Bylaw No. 3293

A Bylaw to amend the Official Community Plan to City of Port Moody Official Community Plan Bylaw, 2014, No. 2955 to change the proposed number of storeys for the properties at 3104-3112 St. George Street and 123-129 Buller Street from three (3) to six (6).

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 Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 30, 2021, No. 3293 (St. George Street and Buller Street)”.

2. Amendments

- 2.1 The Official Community Plan Overall Land Use Plan – Map 11 – Evergreen Line Sub-Areas Map in Schedule “A” of City of Port Moody Official Community Plan Bylaw, 2014, No. 2955 is amended as indicated on Map 11 – Evergreen Line Sub-Areas Map, attached to this Bylaw as Schedule A, and on Detail Map, attached to this Bylaw as Schedule B, to change the proposed number of storeys for the following properties from three to six:

- Lot 5 District Lot 190 Group 1 New Westminster District Plan 11618 (3104 St. George Street) PID: 009-553-843;
- Lot 6 District Lot 190 Group 1 New Westminster District Plan 11618 (3108 St. George Street) PID: 009-553-860;
- Lot 7 District Lot 190 Group 1 New Westminster District Plan 11618 (3112 St. George Street) PID: 002-389-886;
- Strata Lot 1 District Lot 190 Group 1 New Westminster District Strata Plan EPS669 Together With An Interest In The Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form V (123 Buller Street) PID: 028-989-627;
- Strata Lot 2 District Lot 190 Group 1 New Westminster District Strata Plan EPS669 Together With An Interest In The Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form V (125 Buller Street) PID: 028-989-635;

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- Strata Lot 3 District Lot 190 Group 1 New Westminster District Strata Plan EPS669 Together With An Interest In The Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form V (127 Buller Street) PID: 028-989-643; and
- Strata Lot 4 District Lot 190 Group 1 New Westminster District Strata Plan EPS669 Together With An Interest In The Common Property In Proportion To The Unit Entitlement Of The Strata Lot As Shown On Form V (129 Buller Street) PID: 028-989-651.

3. Attachments and Schedules

3.1 The following schedules are attached to and form part of this Bylaw:

- Schedule A – Map 11 – Evergreen Line Sub-Areas Map
- 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 9th day of February, 2021.

Read a second time this 9th day of February, 2021.

Public Hearing held this ___ day of ____, 20__.

Read a third time this ___ day of ____, 20__.

Adopted this ___ day of ____, 20__.

R. Vagramov
Mayor

D. Shermer
Corporate Officer

Considered at the Special Council Meeting of June 22, 2021

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I hereby certify that the above is a true copy of Bylaw No. 3293 of the City of Port Moody.

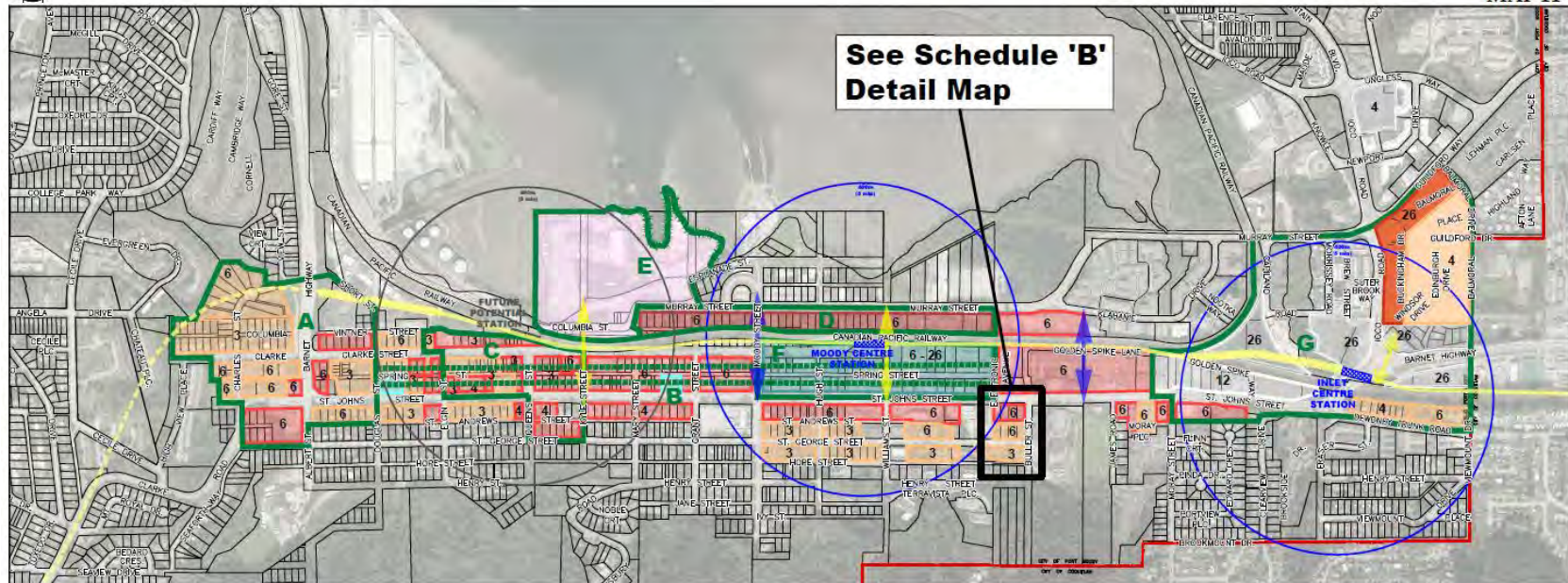
D. Shermer
Corporate Officer

Considered at the Special Council Meeting of June 22, 2021

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Schedule A to Bylaw No. 3293

DRAFT - OFFICIAL COMMUNITY PLAN EVERGREEN LINE SUB-AREAS MAP 11



EVERGREEN LINE SUB AREAS

- | | |
|--|---|
| — A Westport | — E Oceanfront District |
| - - - B Spring Street Promenade | — F Moody Centre Station Transit Oriented Development |
| — C Heritage Commercial District | — G Inlet Centre Station Transit Oriented Development |
| — D Murray Street Boulevard | |

LEGEND

- | | | |
|--|---|---|
| Multi-Family Residential | Moody Centre Station Transit-Oriented Development | — Evergreen Line - Tunnel |
| High-Rise Residential | Public and Institutional | — Evergreen Line - Elevated |
| Mixed Use - Inlet Centre | Mixed Employment | — Evergreen Line - Ground Level |
| Mixed Use - Moody Centre | Mixed Use - Oceanfront District | — 400m Radius from Station (≈ 5 min Walk) |
| — 3 Proposed Number of Storeys | — Municipal Boundary | — Existing Connections |
| | | — Future Connections |



The City of Port Moody makes no representation or warranty expressed or implied with respect to the accuracy, completeness or appropriateness of the information contained herein.

Produced by Engineering & Parks Date Printed: 15-Jan-2021
\\101-001\Maping\Maping Reports - Internal - PLANNING & DEVELOPMENT - VOP 2020 Proposal Changes\01 John Street, St George Street, Buller Street\Map 11 - Evergreen Line Sub Areas_Proposed Changes_Shikha_20Jan2021.docx

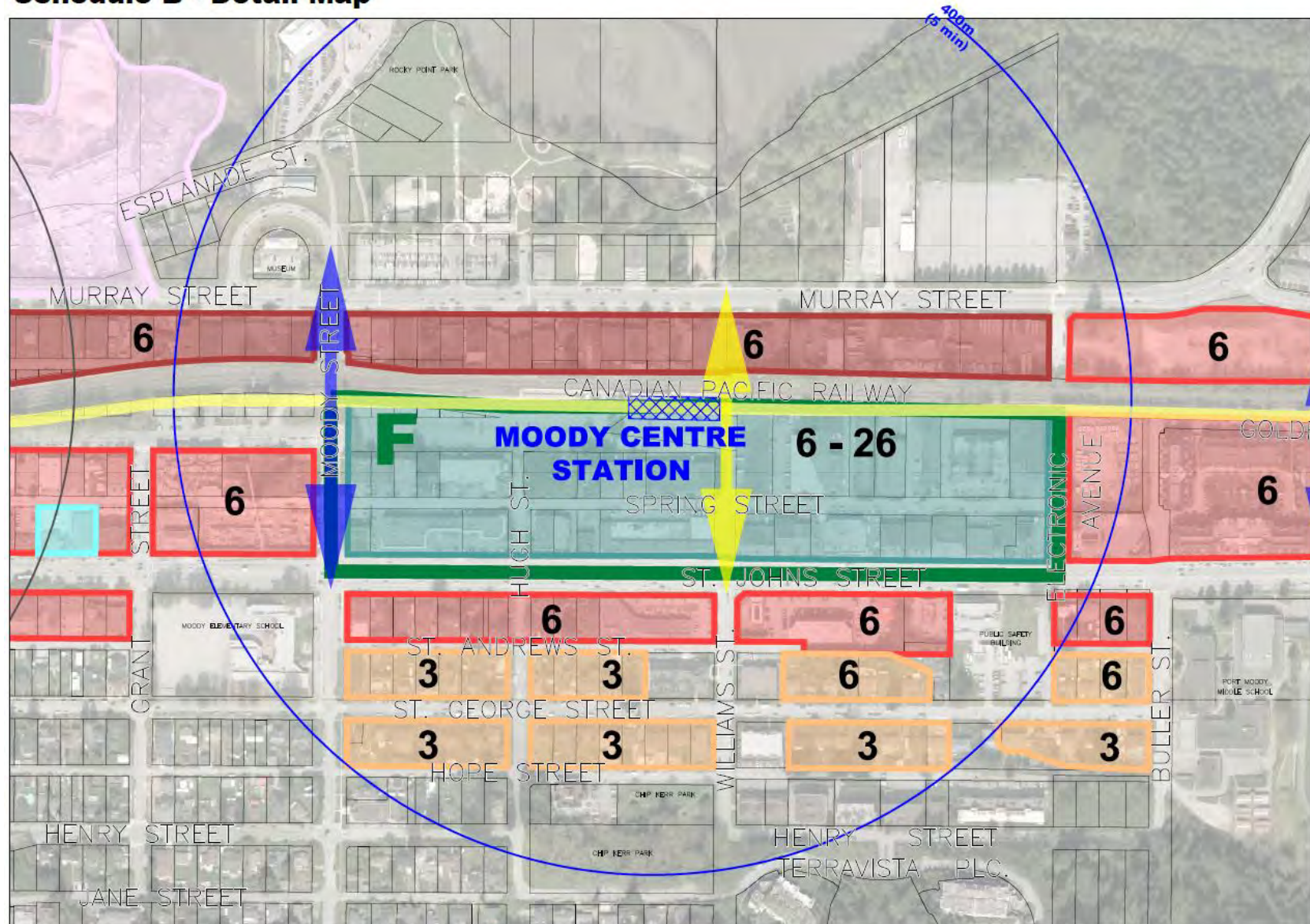
*NOTES: This map shows the amended locations of the Evergreen Line Stations and Future Potential Station. Evergreen Line projected completion date of 2016.

Considered at the Special Council Meeting of June 22, 2021

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Schedule B to Bylaw No. 3293

Schedule B - Detail Map





City of Port Moody

Bylaw No. 3294

A Bylaw to amend City of Port Moody Zoning Bylaw, 2018, No. 2937 to facilitate the development of one mixed-use building containing commercial uses on the ground floor and residential uses above, and one residential apartment building, all over a common underground parking structure at 3101 and 3103 St. Johns Street, 123-129 Buller Street, and 3104, 3108, and 3112 St. George Street.

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. 50, 2021, No. 3294 (St. Johns Street, St. George Street, and Buller Street) (CD81)”.

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 Comprehensive Development Zone 81 (CD81):

Lot 5 District Lot 190 Group 1 New Westminster District Plan 11618
009-553-843;

Lot 6 District Lot 190 Group 1 New Westminster District Plan 11618
009-553-860;

Lot 7 District Lot 190 Group 1 New Westminster District Plan 11618
002-389-886; and

Lot 1 District Lot 190 Group 1 New Westminster District Plan 11618
Except Plan 12019
009-610-812.

as shown on the attached map.

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- 2.2 City of Port Moody Zoning Bylaw, 2018, No. 2937 is amended by rezoning the following lands from Semi-Detached Residential (RT) to Comprehensive Development Zone 81 (CD81):

Lot 2 District Lot 190 Group 1 New Westminster District Plan 11618
Except Plan 12019
003-597-393

as shown on the attached map.

- 2.3 City of Port Moody Zoning Bylaw, 2018, No. 2937 is amended by rezoning the following lands from Medium Density Townhouse Residential (RM4) to Comprehensive Development Zone 81 (CD81):

Strata Lot 1 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-627

Strata Lot 2 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-635

Strata Lot 3 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-643

Strata Lot 4 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-651

as shown on the attached map.

Considered at the Special Council Meeting of June 22, 2021

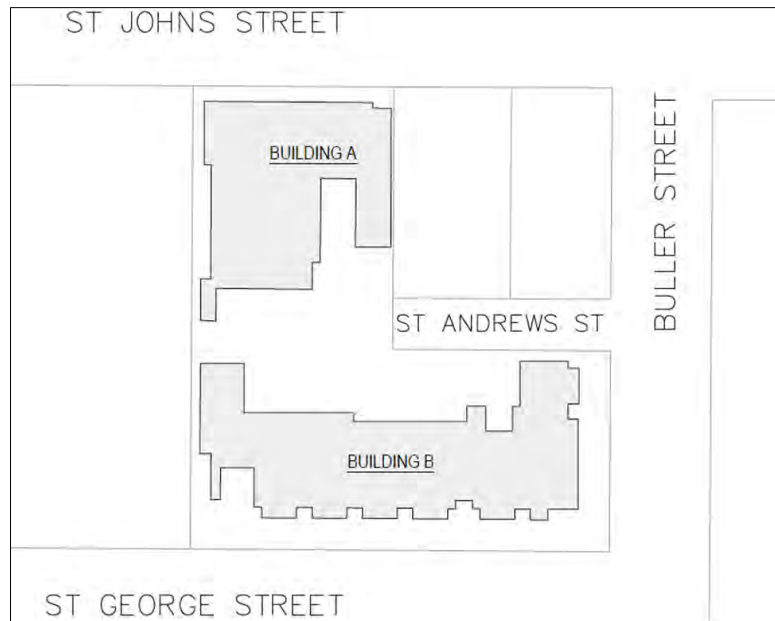
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- 2.4 City of Port Moody Zoning Bylaw, 2018, No. 2937 is amended by adding the following section CD81 to Schedule D:

“CD81. Comprehensive Development Zone (CD81)

CD81.1 Intent

The intent of this zone is to facilitate the development of one mixed-use building containing commercial uses on the ground floor and residential uses above, and one residential apartment building, all over a common underground parking structure. The development allows for a total maximum of 197 residential units and approximately 836m² (9,000ft²) of commercial space. The site plan shall be in general accordance with the following:



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CD81.2 Permitted Uses

The following uses are permitted in the CD81 Zone:

- (1) Apartment;
- (2) Artist Studio – Type A;
- (3) Assembly;
- (4) Child Care;
- (5) Civic;
- (6) Commercial Athletic and Recreation;
- (7) Community Care;
- (8) Entertainment;
- (9) Hotel;
- (10) Office;
- (11) Personal Service;
- (12) Restaurant;
- (13) Retail Food Service;
- (14) Retail;
- (15) Townhouse;
- (16) Work-Live; and
- (17) Home Occupation – Type A (Secondary Use).

CD81.3 Conditions of Use

Commercial uses are only permitted on the ground floor of Building A.

CD81.4 Floor Area Ratio (FAR)

The maximum permitted Floor Area Ratio in the CD81 Zone shall not exceed 2.92.

CD81.5 Building Height

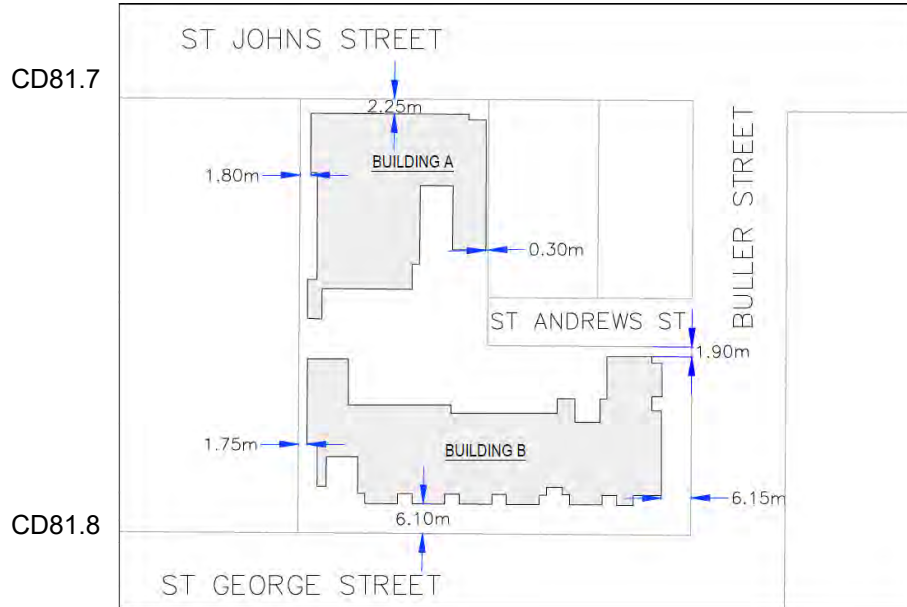
Buildings in the CD81 Zone shall not exceed six storeys or 23m, whichever is less.

Considered at the Special Council Meeting of June 22, 2021

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CD81.6 Setbacks

Minimum setbacks in the CD81 Zone shall be in accordance with the following plan:



CD81.9 Common Amenity Space

Amenity spaces in the CD81 Zone shall be in accordance with the following:

- (a) The minimum amount of indoor amenity area is 280m²;
- (b) The minimum amount of outdoor amenity area is 730m²; and
- (c) An outdoor covered amenity space dedicated for child care uses shall be provided in the minimum amount of 294m²."

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.

Considered at the Special Council Meeting of June 22, 2021

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Read a first time this 9th day of February, 2021.

Read a second time this 9th day of February, 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. 3294 of the City of Port Moody.

D. Shermer
Corporate Officer

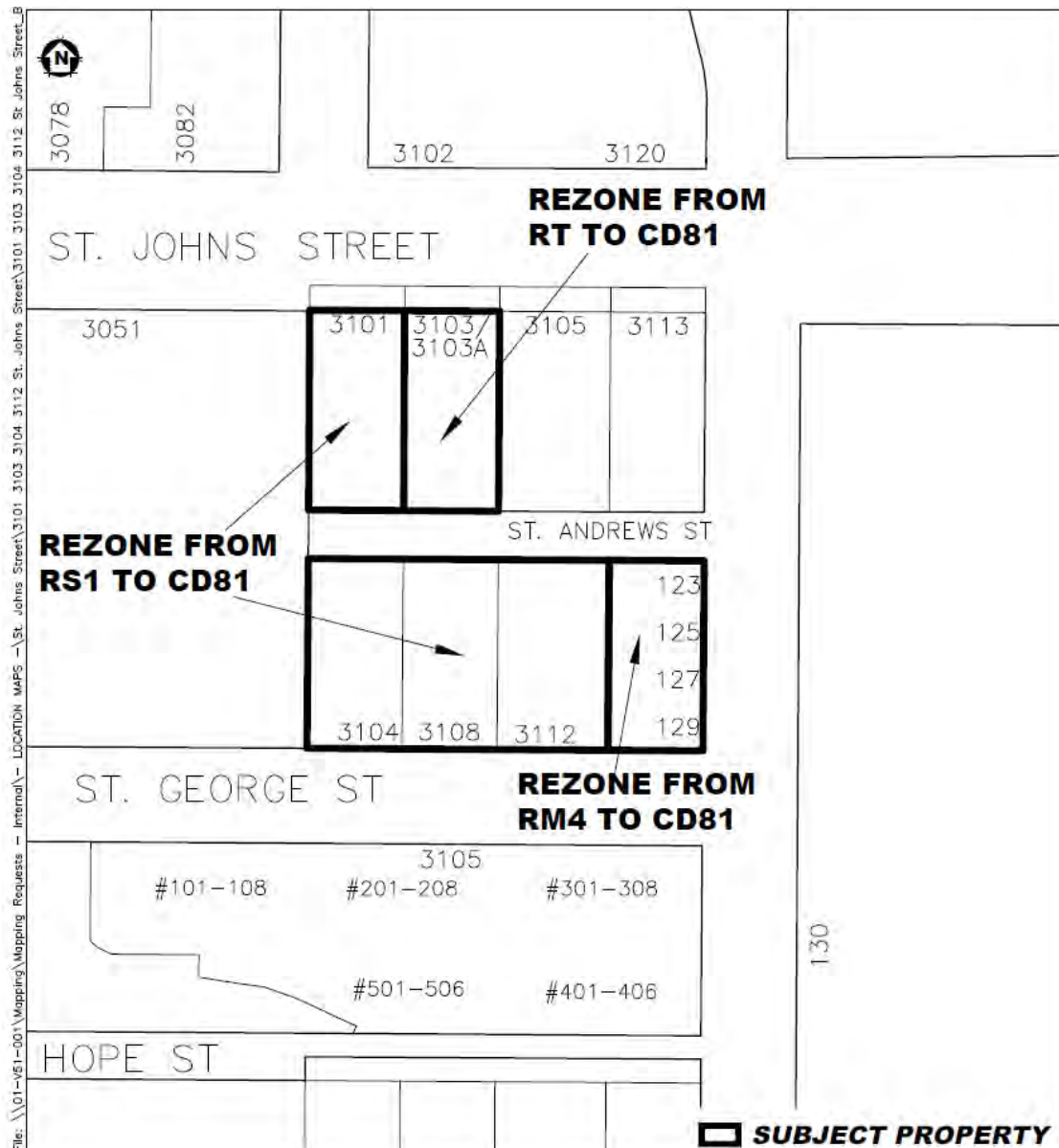
Considered at the Special Council Meeting of June 22, 2021

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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. 50, 2021, No. 3294 (St. Johns Street, St. George Street, and Buller Street) (CD81).

Corporate Officer





City of Port Moody

Bylaw No. 3295

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

- 1.1 This Bylaw may be cited as “City of Port Moody Housing Agreement Bylaw, 2021, No. 3295 (St. Johns Street, St. George Street, and Buller Street – Market Rental Housing)”.

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 1143924 B.C. Ltd. with respect to the following lands:

Lot 5 District Lot 190 Group 1 New Westminster District Plan 11618
009-553-843

Lot 6 District Lot 190 Group 1 New Westminster District Plan 11618
009-553-860

Lot 7 District Lot 190 Group 1 New Westminster District Plan 11618
002-389-886

Strata Lot 1 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-627

Strata Lot 2 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-635

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Strata Lot 3 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-643

Strata Lot 4 District Lot 190 Group 1 New Westminster District Strata Plan
EPS669 Together With An Interest In The Common Property In
Proportion To The Unit Entitlement Of The Strata Lot As Shown On
Form V
028-989-651

Lot 1 District Lot 190 Group 1 New Westminster District Plan 11618
Except Plan 12019
009-610-812

Lot 2 District Lot 190 Group 1 New Westminster District Plan 11618
Except Plan 12019
003-597-393

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 9th day of February, 2021.

Read a second time this 9th day of February, 2021.

Second reading rescinded this 27th day of April, 2021.

Read a second time this 27th day of April, 2021.

Read a third time this ___ day of _____, 2021.

Adopted this ___ day of _____, 2021.

Considered at the Special Council Meeting of June 22, 2021

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R. Vagramov
Mayor

D. Shermer
Corporate Officer

I hereby certify that the above is a true copy of Bylaw No. 3295 of the City of Port Moody.

D. Shermer
Corporate Officer

Considered at the Special Council Meeting of June 22, 2021

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Schedule A

TERMS OF INSTRUMENT - PART 2

MARKET RENTAL HOUSING

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

BETWEEN:

1143924 B.C. LTD.
204 - 5740 CAMBIE STREET
VANCOUVER, BC
V5Z 3A6

(the "Owner")

AND:

CITY OF PORT MOODY
100 Newport Drive
Port Moody, British Columbia, V3H 5C3

(the "City")

WHEREAS:

- A. Section 483 of the Local Government Act permits the City to enter into and note on title to the lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units, and rent which may be charged for housing units;
- B. Section 219 of the Land Title Act (as hereinafter defined) permits the registration of a covenant of a negative or positive nature in favour of the City (as hereinafter defined) in respect of the use of land or construction on land;
- C. The Owner (as hereinafter defined) is the registered owner of the Lands (as hereinafter defined);
- D. The City adopted Housing Agreement Bylaw, 2021, No. 3295, authorizing the City to enter into this Agreement on the terms and conditions contained herein;
- E. The Owner and the City wish to enter into this Agreement to restrict the use of and construction on, the Lands on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the Land Title Act and a housing agreement under section 483 of the Local Government Act.

In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, the following words have the following meanings:
- (a) **"Agreement"** means this market rental housing agreement together with the General Instrument and all schedules attached hereto;
 - (b) **"Building"** means the six-storey building to be built on the Lands, which Building will contain Rental Housing Units as contemplated by the Development Authorization, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Authorization;
 - (c) **"City"** and **"City of Port Moody"**, being the Transferee described in Item 6 of the General Instrument, means the City of Port Moody and is called the "City" when referring to the corporate entity and "City of Port Moody" when referring to the geographic location;
 - (d) **"Development Authorization"** means the development authorization form issued by the City authorizing development of the Lands, or any portion thereof;
 - (e) **"Dwelling Unit"** means each of the one hundred and ninety-seven (197) residential dwelling units located, or to be located in the Building including, where the context permits, a Rental Housing Unit;
 - (f) **"General Instrument"** means the Form C under the Land Title (Transfer Forms) Regulation, as amended, and all schedules and addenda to the Form C charging the Lands;
 - (g) **"Interpretation Act"** means the Interpretation Act, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
 - (h) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
 - (i) **"Lands"** means the land described in Item 2 of the General Instrument and any part, including the Building or a portion of the Building, into which said land is Subdivided;
 - (j) **"Local Government Act"** means the Local Government Act, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
 - (k) **"LTO"** means the New Westminster Land Title Office or its successor;
 - (l) **"Owner"** means 1143924 B.C. LTD., being the Transferor described in Item 5 of the General Instrument, and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of the Rental Housing Units from time to time;

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- (m) **"Property Manager"** means an entity controlled by and affiliated with 1143924 B.C. LTD.;
- (n) **"Real Estate Development Marketing Act"** means the Real Estate Development Marketing Act, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (o) **"Related Person"** means, where the registered or beneficial Owner of the Rental Housing Units, is:
 - i. a corporation (as such term is defined in the Business Corporations Act (British Columbia)), then a Related Person is:
 - A. an officer, director, or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - B. the spouse, parent, child, sibling, niece, or nephew of any such officer, director or shareholder; or
 - ii. an individual, then a Related Person is the spouse, parent, child, sibling, niece, or nephew of such individual;
- (p) **"Rental Housing"** means a residential unit which is not occupied by the Owner of the same or by a Related Person, but which is made available by such Owner to the general public, at arms-length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, Residential Tenancy Act and human rights legislation in British Columbia;
- (q) **"Rental Housing Units"** and **"Rental Housing Unit"** means the forty-four (44) Dwelling Units designated by the Owner as Rental Housing Units to be contained in the Building as set out in Schedule A of this Agreement and used solely for the purpose of Rental Housing in accordance with this Agreement;
- (r) **"Residential Tenancy Act"** means the Residential Tenancy Act, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (s) **"Strata Property Act"** means Strata Property Act S.B.C. 1998, Chapter 43 together with all amendments thereto and replacements thereof;
- (t) **"Subdivide"** means to divide, apportion, consolidate, or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions, or shares, whether by plan, descriptive words or otherwise, under the Land Title Act, the Strata Property Act, or otherwise, and includes the creation, conversion, organization, or development of "cooperative interests" or "shared interest in land" as defined in the Real Estate Development Marketing Act;

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- (u) **“Tenancy Agreement”** means a tenancy agreement, lease, licence, or other agreement granting rights to occupy a Rental Housing Unit;
- (v) **“Tenant”** means an occupant of a Rental Housing Unit by way of a Tenancy Agreement; and
- (w) **“Term”** means the term of this Agreement being 30 years from the date of registration of this Agreement.

1.2. In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders, or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the Interpretation Act with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators, and receivers;
- (j) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

ARTICLE 2

USE OF LANDS AND CONSTRUCTION OF RENTAL HOUSING UNITS

- 2.1 The Owner covenants and agrees with the City in respect of the use of the Lands and any Dwelling Unit on, or to be constructed on, the Lands that:

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- (a) the Lands will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will not allow any Rental Housing Unit to be used, throughout the Term, except as a Rental Housing pursuant to a Tenancy Agreement;
- (c) it hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement;
- (d) the Rental Housing Units must be designed and constructed to the same standard, in terms of layout, workmanship, and materials, as the balance of the Dwelling Units in the Building on the Lands;
- (e) 1 parking stall will be constructed and assigned to each of the Rental Housing Units; and
- (f) it will keep and maintain or cause to be kept and maintained, the Building and the Rental Housing Units and all parts thereof in good repair and in a safe, clean, neat, and tidy condition, reasonable wear and tear, excepted, and will insure, or cause to be insured, the Rental Housing Units to the full replacement cost, or such lower threshold as is permitted under the Strata Property Act, against perils normally insured against by strata corporations and owners of similar property in the City of Port Moody by reasonable and prudent owners of similar residential units, buildings, and lands.

2.2 The Owner covenants and agrees with the City that the Owner will not:

- (a) be issued with a Development Authorization unless the Development Authorization includes the Rental Housing Units;
- (b) permit occupancy of, or apply for an Occupancy Permit from the City for any Dwelling Units to be constructed in the Building unless and until the Rental Housing Units have first been constructed and approved for occupancy, as evidenced by the issuance of an Occupancy Permit by the City;
- (c) occupy, nor permit any person to occupy any Rental Housing Units, in part or in whole, constructed in the Building and the City will not be obligated to permit occupancy of any Rental Housing Units constructed in the Building until all of the following conditions are satisfied:
 - i. the Rental Housing Units and related uses and areas have been constructed to the satisfaction of the City;
 - ii. the Rental Housing Units have received final building permit inspection granting occupancy; and

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- iii. the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands.

2.3 The Owner must not rent, lease, license, or otherwise permit occupancy of any Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:

- (a) the Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement; and
- (b) no Rentable Housing Unit shall be rented on less than a thirty (30) days rental period, whatsoever.

2.4 The Owner will:

- (a) ensure that all Tenants shall be permitted access to all common property and other common areas, facilities, and indoor and outdoor amenities, including the outdoor swimming pool and associated fitness centre, regardless of whether the Lands are Subdivided or stratified; and
- (b) not require the Tenants to pay any strata fees, strata property contingency reserve fees, or any extra charges or fees charged by the strata corporation for use of any common property, limited common property, or other common areas, facilities, or amenities.

ARTICLE 3 STRATA CORPORATION BYLAWS

3.1 This Agreement will be binding upon all strata corporations ("**Strata Corporations**") created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.

3.2 Any Strata Corporation bylaw which prevents, restricts, or abridges the right to use the Rental Housing Units as Rental Housing will have no force and effect.

3.3 No Strata Corporation shall pass any bylaws preventing, restricting, or abridging the use of the Rental Housing Units as Rental Housing.

3.4 No Strata Corporation shall pass any bylaw or approve any levies which would result in only a Tenant of a Rental Housing Unit paying any extra charges or fees for the use of any common property, limited common property, or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.

3.5 No Strata Corporation shall pass any bylaw which purports to restrict access to Tenants to all common property, or other common areas, facilities, and indoor and outdoor amenities, including the outdoor swimming pool and associated fitness centre, regardless of whether the Lands are Subdivided or stratified.

**ARTICLE 4
MISCELLANEOUS**

4.1 Housing Covenant/Section 219 Covenant. The Owner covenants and agrees with the City that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the Local Government Act and a covenant under section 219 of the Land Title Act;
- (b) the Owner may Subdivide the Lands such that the Building is stratified and each of the Rental Housing Units become separate legal parcels. Where the Lands have not yet been Subdivided, to create the separate legal parcels to be charged by this Agreement, the City may file notice of this Agreement in the LTO over the Lands under section 483 of the Local Government Act and may register this Agreement as a Land Title Act section 219 covenant in the LTO against title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the Local Government Act or registered as a Land Title Act section 219 covenant prior to the Lands being Subdivided to create the separate legal parcels and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are Subdivided, to charge and secure only the legal parcels which contain the Rental Housing Unit(s), then the City shall at the Owner's request, without further City council approval, authorization, or bylaw, partially discharge this Agreement accordingly. Notwithstanding any failure or delay by the City to deliver the partial discharge of this Agreement from the legal parcels which are not designated as Rental Housing Units on Schedule A hereto, this Agreement is deemed to be discharged from all legal parcels that are not designated as Rental Housing Units, provided that the Owner acknowledges and agrees that in the event that the Rental Housing Unit is in a strata corporation, this Agreement shall remain noted on the index of the common property of the strata corporation stored in the LTO. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended.

4.2 The Owner agrees, pursuant to section 219 of the Land Title Act, that:

- (a) the terms and conditions of this Agreement constitute a covenant in respect of the use of the Lands and any Rental Housing Units on or to be constructed on the Lands and annexed to and running with the Lands and that the Lands shall only be used in accordance with the terms of this Agreement; and
- (b) the City may register this Agreement in the LTO against title to the Lands as a covenant pursuant to section 219 of the Land Title Act.

4.3 Management and Maintenance. The Owner covenants and agrees that throughout the Term, in order to ensure the long- term maintenance of the Rental Housing Units, they will furnish good and efficient management of the Rental Housing Units through the Property Manager. The Owner further covenants and agrees that it will maintain the Rental Housing

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Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

4.4 Reporting. The Owner will direct the Property Manager to report annually to the City to confirm that the Owner is complying with this Agreement

4.5 Indemnity. The Owner will indemnify and save harmless the City and each of its elected officials, officers, employees, directors, and agents, and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) the use or occupancy of any Rental Housing Unit;
- (b) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (c) the City refusing to issue a Development Authorization or building permit, or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands;
- (d) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Rental Housing Unit or the enforcement of any Tenancy Agreement; and
- (e) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

This indemnity is an integral part of the Land Title Act section 219 covenant hereby granted by the Owner to the City.

4.6 Release. The Owner hereby releases and forever discharges the City and each of its elected officials, officers, employees, directors, 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 or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation, or management of the Lands or any Rental Housing Unit under this Agreement;
- (b) the City refusing to issue a Development Authorization or building permit, or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands; or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

4.7 Survival. The obligations of the Owner set out in sections 4.5 and 4.6 of this Agreement will survive termination or discharge of this Agreement.

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- 4.8 **Priority.** The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City, will be registered against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those in favour of the City or specifically approved in advance in writing by the City's solicitor or senior planner, and that a notice under section 483(5) of the Local Government Act will be filed on title to the Lands.
- 4.9 **City's Powers Unaffected.** This Agreement does not:
- (a) affect, fetter, or limit the discretion, rights, duties, or powers of the City or the council of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
 - (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.
- 4.10 **Agreement for Benefit of City Only.** The Owner and the City agree that:
- (a) this Agreement is entered into only for the benefit of the City;
 - (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier, or user of the Lands or the building or any portion thereof, including any Rental Housing Unit; and
 - (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
- 4.11 **No Public Law Duty.** Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.
- 4.12 **Notice.** Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

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

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or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

- 4.13 **Enuring Effect.** This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 4.14 **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
- 4.15 **Waiver.** All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.
- 4.16 **Sole Agreement.** This Agreement, and any documents signed by the Owners contemplated by this Agreement, represents the whole agreement between the City and the Owner respecting the use and occupation of the Rental Housing Units, and there are no warranties, representations, conditions, or collateral agreements made by the City, except as set forth in this Agreement.
- 4.17 **Further Assurance.** Upon request by the City, the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.
- 4.18 **Covenant Runs with the Lands.** This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided containing the Rental Housing Units for the Term. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors, and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.
- 4.19 **Limitation on Owner's Obligations.** The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands or the Building, as the case may be, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands or the Building, as the case may be, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.
- 4.20 **Equitable Remedies.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

- 4.21 **No Joint Venture.** Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 4.22 **Applicable Law.** Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the Residential Tenancy Act, this Agreement is without effect to the extent of the conflict.
- 4.23 **Deed and Contract.** By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.
- 4.24 **Joint and Several.** If the Owner is composed of more than one person, firm, or body corporate, then the covenants, agreements, and obligations of the Owner shall be joint and several.

ARTICLE 5 DEFAULT AND REMEDIES

- 5.1 **Notice of Default.** The City may give to the Owner written notice to cure a default under this Agreement within thirty (30) days of receipt of notice or such longer period as reasonably required if such default cannot be cured within thirty (30) days by the Owner acting diligently. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.
- 5.2 **Costs.** The Owner will pay to the City on demand by the City all the City's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.
- 5.3 **Damages.** The Owner acknowledges that the City requires the Rental Housing Units to be rented in accordance with this Agreement for the benefit of the community. The Owner therefore agrees that for each month a Rental Housing Unit is not occupied in accordance with this Agreement, the Owner must pay the City \$500.00 (the "**Damage Payment**") per month 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 unless the Owner is acting with diligence, to the satisfaction of the City, to correct the breach within a reasonable period of time. The Owner agrees that payment may be enforced by the City in a court of competent jurisdiction as a contract debt.
- 5.4 **Rent Charge.** By this section, the Owner grants to the City a rent charge under section 219 of the Land Title Act, and at common law, securing payment by the Owner to the City of the Damage Payment as described in section 5.3. The City agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under section 5.3 is due and payable to the City in accordance with section 5.3. The City may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.

5.5 **Specific Performance.** The Owner 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 Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in ensuring the provision of Rental Housing Units to be occupied by Tenants and restricting occupancy of the Lands in accordance with this Agreement.

5.6 **No Penalty or Forfeiture.** The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing Rental Housing Units for Tenants, 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the General Instrument - Part 1, which is a part hereof.

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SCHEDULE A
LOCATION OF RENTAL HOUSING UNITS

Forty-four (44) Rental Housing Units shall be constructed in the Building, in accordance with the following floor-by-floor diagrams on the Lands:

DRAFT

PRIORITY AGREEMENT

_____ (the "**Chargeholder**") is the holder of Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers _____, and _____, respectively (the "**Bank Charges**").

The Chargeholder, being the holder of the Bank Charges, by signing the Form C General Instrument attached hereto as Part I, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder) hereby consents to the granting of this Section 483 Housing Agreement and Section 219 Covenant and hereby covenants that this Section 483 Housing Agreement and Section 219 Covenant shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Section 483 Housing Agreement and Section 219 Covenant had been registered prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified, and without reservation or limitation.

END OF DOCUMENT