264



# City of Port Moody Report/Recommendation to Council

Date: July 25, 2023

Submitted by: Community Development Department - Development Planning Division

Subject: Development Approval and Bylaw Adoption – Westport Village

#### Purpose

This report presents the Official Community Plan Amendment Bylaw and the Zoning Amendment Bylaw for Westport Village for fourth and final reading. It also includes for Council approval the Phase 1 development permit and the development agreement for the whole site.

#### Recommended Resolutions

THAT City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 21, 2019, No. 3204 (Westport Village) (CD77) and City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 20, 2019, No. 3203 (Westport Village) (CD77) be now adopted as recommended in the report dated July 25, 2023, from the Community Development Department – Development Planning Division regarding Development Approval and Bylaw Adoption– Westport Village;

AND THAT a Community Amenity Contribution fee waiver in the amount of \$455,600 be approved to facilitate the public amenity and below-market artist housing components within the development;

AND THAT Development Permit DP000045 be authorized for issuance;

AND THAT the Development Agreement be endorsed for execution;

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

AND THAT City of Port Moody Road Closure Bylaw – Portion of Vintner Street, 2023, No. 3412 be read a first, second, and third time.

#### Background

Urbanics Consultants Ltd., on behalf of Andrew Peller Limited (APL), applied in October 2016 to amend the Official Community Plan (OCP) land use designations for the former winery site at 2120 Vintner Street and the properties at 2110-2136 Clarke Street from General Industrial and Mixed Use – Moody Centre to Mixed Use – Westport Village, and to rezone the subject site to a

265

new Comprehensive Development Zone (CD77) to allow for the development of a high density mixed use project.

A Public Hearing on the proposed development was held on July 23, 2019, following which Council gave third reading to the OCP Amendment Bylaw and the Zoning Amendment Bylaw, and also approved the document titled "Westport Village Term Sheet - June 28, 2019" as the basis for preparing a development agreement.

Work on moving the project forward after third reading of the bylaws initially experienced some challenges, over the past 18 months the applicant has demonstrated significant progress. On that basis, per the City's Development Approval Procedures Bylaw, staff recommended that APL receive approval from Council for a final extension to complete the work necessary to bring the two bylaws back for adoption. This approval was given by Council on July 23, 2022.

OCP Amendment Bylaw No. 3204 is included as **Attachment 1** and Zoning Amendment Bylaw No. 3203 is included as **Attachment 2**.

#### Discussion

#### Site Description and Conditions

The development site is located west of Douglas Street, north of Clarke Street, and south of Short Street, and is 1.43 ha (3.53 ac) in size (**Attachment 3**). The subject site is currently being used as a parking and staging area for light industrial uses. The site is relatively flat and includes a riparian area adjacent to South Schoolhouse Creek to the west.

As further discussed below, the development site is proposed to include a portion of Vintner Street, between South Schoolhouse Creek and Douglas Street. APL has proposed that this unused road allowance be closed, purchased from the City and consolidated with the subject site.

The site is currently designated for General Industrial and Mixed Use – Moody Centre uses (**Attachment 4**) and zoned General Industrial (M2), Single Detached Residential (RS1), and Semi-Detached Residential (RT) (**Attachment 5**).

Surrounding development consists of:

- North and East: General Industrial (M2) uses
- West: South Schoolhouse Creek
- South: Townhouses

#### Phasing of Development

At the time of third reading of the bylaws, APL was uncertain if the development would be undertaken as a single phase or multiple phases. APL subsequently determined that it would be undertaken in two phases, with the possibility that Phase 2 might get underway while Phase 1 is still being constructed.

#### Development Proposal - Phase 1

In summary, Phase 1 of the development is:

266

- 0.71 ha (1.75 ac) in size, which is about 50% of the total site area of 1.43 ha (3.53 ac);
   and
- Proposed to contain 24,699 m² (265,868 ft²) of residential and commercial floor area, which is about 37% of the 67,498 sq. m. (726,564 sq. ft.) of total permitted floor area for all uses combined (excluding private indoor amenity space) in the CD77 zone.

The key elements of Phase 1 include the following components:

- A 31-storey building containing 263 strata condo units and 16 market rental units;
- A four-storey arts centre building containing the following mix of uses:
  - Level 1 487 m<sup>2</sup> (5,426 ft<sup>2</sup>) of commercial retail uses;
  - Level 2 1,149 m<sup>2</sup> (12,372 ft<sup>2</sup>) of art centre/theatre uses allowing for a viewing capacity of up to 350 seats also called "flex space" because much of the seating can be retracted to allow a larger floor area for other uses;
  - Level 3 289 m<sup>2</sup> (3,112 ft<sup>2</sup>) of office uses; and
  - Level 4 374 m<sup>2</sup> (4,023 ft<sup>2</sup>) of childcare uses plus outdoor play space.
- · A four-storey artist village building containing:
  - 10 three-story townhouse live-work units for artists, with each unit having an accessible ground floor artist studio that will be open to the public and this space is connected to a two-level residential unit above. Six of the units will be below market rental and occupied by artists who will be offered the space at 20% below-market rental value for the life of the building. A Housing Agreement Bylaw to secure the below-market artist units would be brought forward to Council at a later date.
- 490 parking spaces.
- 492 long-term bicycle storage spaces.

Architectural plans are included as **Attachment 6** and Landscape plans are included as **Attachment 7**.

#### Phase 2

The key elements of Phase 2 will include:

- The remaining 42,799 m<sup>2</sup> (460,700 ft<sup>2</sup>) of floor area for all uses combined;
- The remainder of the parkade structure;
- The main public plaza;
- The 21-storey mixed use tower, including rental housing (approximately 11,148m²/120,000 ft²), office space, an athletic club and a grocery store;
- The 12-storey mixed use tower, including seniors housing, seniors care facilities and common areas, ground floor retail uses, and light industrial space; and
- The six-storey mixed-use building, including medical clinic space, ground floor retail, and the hotel space (approximately 3,842m²/41,355ft²).

A separate development permit application will be submitted by the developer for Phase 2, the timing of which is uncertain at this time.

267

#### Population and Employment

At full build-out, it is estimated that Westport Village will have about 500 residential units, including strata, rental and seniors housing, with a resident population of about 800. However, the ultimate number of residential units could be somewhat more or less, depending on market demand.

It is also estimated by APL that about 585 jobs will be created on the site for all the non-residential uses combined.

#### **Development Permit**

APL submitted development permit applications for:

- Development Permit Area 2 Moody Centre (DPA 2). The form and character of Phase
   1 of the development; and
- Development Permit Area 4 Environmentally Sensitive Area (DPA 4). The
  environmentally sensitive area of South Schoolhouse Creek currently owned by APL that
  will be subdivided from the development parcel, rehabilitated and turned over to the City.

These two development permit applications have been combined into a single development permit. Staff are satisfied that all the conditions for this development permit have been met and are therefore recommending that Council authorize staff to approve DP000045 (**Attachment 8**).

#### Housing Agreement Bylaws

Two housing agreement bylaws will be required for Phase 1 of the development:

- · The subsidized artist rental housing; and
- The first market rental housing component.

Both agreements will be for the life of the buildings in which the units are located.

Per the development agreement (discussed below), both housing agreement bylaws will be prepared by staff and submitted to Council for approval as one of the conditions of APL receiving a building permit for Phase 1.

A further two housing agreement bylaws will be required for Phase 2 of the development:

- The final market rental housing component; and
- The seniors housing component.

Both of these two housing agreement bylaws will also be prepared by staff and submitted to Council for approval as one of the conditions of receiving a development permit for Phase 2.

#### **Development Agreement**

The development agreement (**Attachment 9**) was prepared based on the "Westport Village Term Sheet - June 28, 2019" that was approved by Council on July 23, 2019. It covers the entire development parcel (Phases 1 and 2), as well as a portion of the South Schoolhouse Creek riparian area.

268

The development agreement covers the following key points:

- The portion of South Schoolhouse Creek owned by APL that is immediately adjacent to the development parcel will be rehabilitated and transferred to the City's ownership.
- APL has agreed to also pursue subdividing and turning over to the City a remnant portion of South Schoolhouse Creek that is just northwest of its development parcel, per the attached subdivision plan (Attachment 10). This riparian area is part of what is shown as "Rem 65" on the plan and, while owned by APL, it is heavily encumbered by covenants in favour of TransLink as part of the Evergreen Line alignment. APL is currently in discussions with TransLink on the conditions under which this portion of the creek can be turned over to the City. The remainder of Rem 65 will remain in APL's ownership.
- Extending the trail to be constructed on the east side of South Schoolhouse Creek all the
  way to Short Street requires crossing Rem 65. This also requires TransLink involvement
  and APL is currently discussing this with TransLink along with the topic of the creek, as
  noted above.
- APL will relocate the Trans Canada Trail from the west side of Douglas Street adjacent
  to its development to the east side of the street, where there are fewer driveways than
  there will be on the west side once Westport Village is developed.
- The term sheet required that APL establish shuttle bus service between Westport Village and the Moody Centre rapid transit station as a Transportation Demand Management measure. Alternatively, the term sheet left open the option of a cash-in-lieu contribution to the City. It was subsequently jointly determined by staff and APL that it would be very challenging to set up and operate the shuttle bus service as envisioned. For example, it would eventually become the responsibility of a number of the stratas (commercial and possibly residential) to operate the service and the City's ability to effectively enforce matters such as the frequency and duration of service or even the long-term operation of the service at all would be very difficult.

APL therefore agreed to a cash contribution to the City of \$1,120,000 (plus CPI) to be paid as follows:

- \$416,864 (plus CPI) at the time of issuance of a building permit for Phase 1.
- The remaining \$703,136 (plus CPI) at the time of issuance of a building permit for Phase 2.

The contribution will be applied by the City towards pedestrian and cycling improvements on routes between the Westport Village development and the Moody Centre transit station. The implementation of these pedestrian and cycling improvements will also benefit the broader community.

- A suite of TDM measures will be implemented that include, for example:
  - car-share vehicles plus designated car-share parking spaces;
  - a transit pass program with a monthly bus pass (two-zone) offered to 25% of the
    market strata dwelling units (one pass per household) on a first-come, first-serve
    basis for a period of one year, and to 100% of the rental dwelling units for a
    period of one year;
  - bike-share bicycles with secured storage;
  - end-of-trip change rooms, lockers and showers for the non-residential uses; and

269

- bicycle maintenance rooms with bike stands and repair tools.
- APL has committed to designing, constructing, and installing public art on the site with a
  value of at least \$500,000 (plus CPI). As part of that, APL has also committed to
  preparing a public art plan to the satisfaction of the City as a condition of receiving a
  building permit for Phase 1 (noting that this public art plan will cover both phases of
  development).
- A commitment to payment of Community Amenity Contributions (CACs). For Phase 1, CACs would total \$1,352,034 without any CAC credits being applied. Per the City's CAC policy, credit can be given for the provision of in-kind amenity contributions. In this case, staff believe it is appropriate that the following credits totalling \$455,600 be applied:
  - \$306,000 for the relocation of the Trans Canada Trail.
  - \$110,000 for the viewing platform in the South Schoolhouse Creek riparian area
  - \$39,600 for the six townhouse units that will be rented to artists at 20% below market rates. This calculation is based on \$6/ft<sup>2</sup> x 1,100 ft<sup>2</sup> per unit x 6 units.

This credit results in a net CAC payment to the City of \$896,434 for Phase 1, payable prior to the issuance of the first building permit.

The CAC payment for Phase 2 will be calculated at the time of the Phase 2 development permit, when the exact amount of residential floor area is known. On a preliminary basis, CACs are estimated at about \$1,168,620 (plus CPI) for Phase 2, with no CAC credits anticipated to be applied for this second phase.

#### Sustainability Report Card

The Sustainability Report Card has been reviewed and scored by staff (Attachment 11).

As shown in the table below, the project scores well overall based on the amount and mix of employment floorspace (economic), the rehabilitation of South Schoolhouse Creek (environmental), the artist village and flex space / theatre (cultural), and the plazas (social).

Pillar	Total possible points	Sum of N/A points	Sum of missed points	Applicant total points	Pillar % score
Cultural Sustainability	56	12	17	39	88
Economic Sustainability	93	0	3	90	96
Environmental Sustainability	172	7	52	113	68
Social Sustainability	165	1	60	106	63

#### Metro Vancouver Regional Growth Strategy

As was discussed at the time of first and second reading of the two bylaws, the former winery portion of the site is designated as "Industrial" in Metro Vancouver's Regional Growth Strategy (RGS). Section 6.2.7 of the RGS provides for flexibility that permits a municipality's OCP to redesignate land from one regional land use designation to another if the site being re-designated does not exceed one hectare. In the case of the industrial portion of the Westport Village site,

270

once subdivided to include only the proposed developed area, the total area of RGS Industrial designated land is 0.92 ha (2.27 ac), which is under the one hectare limit.

The Regional Context Statement included in Port Moody's OCP permits such amendments to be made using the RGS flexibility provisions. Council directed at a Regular Council meeting on June 27, 2017 that section 6.2.7 of the RGS be enacted for the Westport Village application. Metro Vancouver staff were informed of Council's direction and noted that final confirmation of the City's ability to exercise this flexibility clause would be at such time as the criteria for the use of the section 6.2.7 provisions have been met and once the subdivision of the lands has been approved and the OCP amendment has been adopted. Staff will inform Metro Vancouver once these conditions are met and at which time the City will receive formal confirmation.

#### Vintner Street Road Closure

As noted above and as proposed as part of the development, a portion of Vintner Street, totalling 0.142 ha 15,285 ft² in size, between South Schoolhouse Creek and Douglas Street, is required to be closed, purchased by APL, and consolidated with the development site. The developer has committed to purchasing this portion of Vintner Street as stipulated in the development agreement. An appraisal of the road closure area was obtained by the City, with the cost borne by the applicant. Based on the proposed uses of the development, the market value of the closure area is \$2,770,000, as assessed by the appraisal report. A draft road closure bylaw, Bylaw No. 3412, is included as **Attachment 12**.

#### Other Option(s)

THAT Council not give adoption of Bylaw No. 3203 and Bylaw No. 3204 and/or not approve execution of the development agreement, with staff directed to work with the applicant on the following topics and report back to Council:

<insert list of topics>

#### Financial Implications

Council directed staff at the June 27, 2017 meeting to negotiate the sale of the unopened portion of Vintner Street on the basis that the proposed floor area and land uses are distributed as if the unopened road were a portion of the site for density calculation purposes. That process has now concluded, with APL agreeing to purchase the unopened portion of Vintner Street for \$2,770,000, subject to the rezoning being approved by Council.

As mentioned in this report, a cash-in-lieu contribution towards active transportation will be made in the amount of \$1,120,000 (\$416,864 of which would be paid as part of Phase 1) and a CAC payment of \$896,434 for Phase 1 would be made, if the credits valued at \$455,600 are authorized by Council.

#### Communications and Civic Engagement Initiatives

The Public Hearing held on July 23, 2019 was the final opportunity for the public to provide input on the proposed development.

271

#### Council Strategic Plan Objectives

The proposal is consistent with the goals of Council's 2023-2026 Strategic Plan by prioritizing healthy community development by creating complete and connected communities through balanced growth, protecting, integrating, and enhancing the City's natural assets, and enhancing vibrancy through placemaking, arts, culture, heritage and tourism.

#### **Attachments**

- 1. OCP Amendment Bylaw No. 3204
- 2. Zoning Amendment Bylaw No. 3203
- 3. Location Map Westport Village
- 4. OCP Land Use Designations Map Westport Village
- 5. Zoning Map Westport Village
- 6. Architectural Plans Westport Village
- 7. Landscape Plans Westport Village
- 8. Draft Development Permit DP000045
- 9. Development Agreement Westport Village
- 10. Draft Subdivision Plan Westport Village
- 11. Sustainability Report Card Westport Village
- 12. Draft Road Closure Bylaw No. 3412

#### Report Author

Wesley Woo, MCIP, RPP Senior Planner

272

#### **Report Approval Details**

Document Title:	Development Approval and Bylaw Adoption (Mixed-Use) - Westport Village (Andrew Peller Ltd.).docx
Attachments:	<ul> <li>Attachment 1 - OCP Amendment Bylaw No. 3204.pdf</li> <li>Attachment 2 - Zoning Amendment Bylaw No. 3203.pdf</li> <li>Attachment 3 - Location Map - Westport Village.pdf</li> <li>Attachment 4 - OCP Land Use Designation Map - Westport Village.pdf</li> <li>Attachment 5 - Zoning Map - Westport Village.pdf</li> <li>Attachment 6 - Architectural Plans - Westport Village.pdf</li> <li>Attachment 7 - Landscape Plans - Westport Village.pdf</li> <li>Attachment 8 - Draft Development Permit DP000045.pdf</li> <li>Attachment 9 - Development Agreement - Westport Village.pdf</li> <li>Attachment 10 - Draft Subdivision Plan - Westport Village.pdf</li> <li>Attachment 11 - Sustainability Report Card - Westport Village.pdf</li> <li>Attachment 12 - Draft Road Closure Bylaw No. 3412.pdf</li> </ul>
Final Approval Date:	Jul 18, 2023

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

Kate Zanon, General Manager of Community Development - Jul 17, 2023 - 1:41 PM

Stephanie Lam, City Clerk and Manager of Legislative Services - Jul 17, 2023 - 3:50 PM

Lindsay Todd, Manager of Communications and Engagement - Jul 17, 2023 - 6:22 PM

Paul Rockwood, General Manager of Finance and Technology - Jul 18, 2023 - 9:25 AM

Kate Zanon, General Manager of Community Development, for Tim Savoie, City Manager - Jul 18, 2023 - 12:27 PM

Attachment 1



## City of Port Moody

#### Bylaw No. 3204

A Bylaw to amend the Official Community Plan to designate the Westport Village lands as Mixed Use – Westport Village and provide a policy framework for development of the site.

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. 21, 2019, No. 3204 (Westport Village) (CD77)".

#### 2. Amendment

- 2.1 Chapter 4 of Schedule A of City of Port Moody Official Community Plan Bylaw, 2014, No. 2955 is amended by adding the following as section 4.1.5 and renumbering subsequent sections accordingly:
  - "4.1.5 MIXED USE WESTPORT VILLAGE The Mixed Use Westport Village designation applies to the development of a mix of residential, commercial, light industrial, and other uses on a portion of the site occupied by the former Andrés Wines facility along with the adjacent residential lots fronting Clarke Street."
- 2.2 Chapter 8, section 8.9.2 of Schedule A of Bylaw No. 2955 is amended by adding the following new subsection:
  - "(f) High-Density Multi-Family Form: High Rise (up to 31 storeys)

This designation is limited to Westport Village and provides for high density residential and mixed-use development. Building heights are limited to 31 storeys."

2.3 Chapter 15, section 15.5.1 Westport of Schedule A of Bylaw No. 2955 is amended by deleting the following:

"The property commonly known as the Andrés Wines site is designated as a Special Study Area in the OCP. The Special Study Area designation applies to lands where more detailed planning is required by way of an area plan or a site specific development plan. It is envisioned that in the future this area may transition into a comprehensive development with a mix of uses taking advantage of its proximity to rapid transit."

EDMS#469930 1

274

#### Attachment 1

2.4 Chapter 15 of Schedule A of Bylaw No. 2955 is amended by adding the following as section 15.5.2 and renumbering subsequent sections accordingly.

#### "15.5.2 WESTPORT VILLAGE"



The primary objective of Westport Village is to support development which provides a mix of housing types, services, and employment opportunities at the western end of Moody Centre. The village is envisioned as a vibrant, high-density, mixed-use site that includes:

- diverse employment generating activities;
- arts and culture, including artist live/work space and public arts presentation space;
- a range of housing choices that include rental, seniors accommodation and assisted living accommodation;
- · child care space;
- retention and enhancement of environmental values along South Schoolhouse Creek;
- a strong set of transportation demand management measures;

275

Attachment 1

- a distinct architectural identity;
- a welcoming pedestrian-oriented environment by creating plazas, walkways, paths, and other publically accessible areas; and
- integration of sustainable building technologies.

#### WESTPORT VILLAGE POLICIES

- 1. The maximum permitted density of development on the site for all uses combined is 67,500m<sup>2</sup> of floor area.
- 2. The development must provide a mix of housing that includes rental, seniors, and assisted living components.
- Employment generating uses and services on the site shall, at a minimum, include all of the following uses: light industry, retail, food and beverage, office, hotel, medical clinic, child care, artist live/work space, and public arts presentation space.
- 4. The maximum permitted building height on the site is 26 storeys, with the exception of one building of 31 storeys.
- 5. The development must provide a public trail on the edge of the site along South Schoolhouse Creek and a viewing platform.
- 6. A transportation demand management plan shall be completed prior to development of the site that considers not only traffic generated by the site, but also the traffic associated with growth outside of the site."
- 2.5 Schedule A of Bylaw No. 2955 is amended by replacing *Map 1 Overall Land Use Plan* with *Map 1 Overall Land Use Plan* attached to this Bylaw as Schedule A.
- 2.6 Schedule A of Bylaw No. 2955 is amended by replacing *Map 11 Evergreen Line Sub-Areas* with *Map 11 Evergreen Line Sub-Areas* attached to this Bylaw as Schedule B.
- 2.7 Schedule A of Bylaw No. 2855 is amended by replacing the Regional Land Use Designations map in Appendix 1 Regional Context Statement with the Regional Land Use Designations map attached to this Bylaw as Schedule C.

#### 3. Attachments and Schedules

- 3.1 Schedule A *Map 1 Overall Land Use Plan* is attached to and forms part of this Bylaw.
- 3.2 Schedule B *Map 11 Evergreen Line Sub-Areas* is attached to and forms part of this Bylaw.
- 3.3 Schedule C Regional Land Use Designations map is attached to and forms part of this Bylaw.

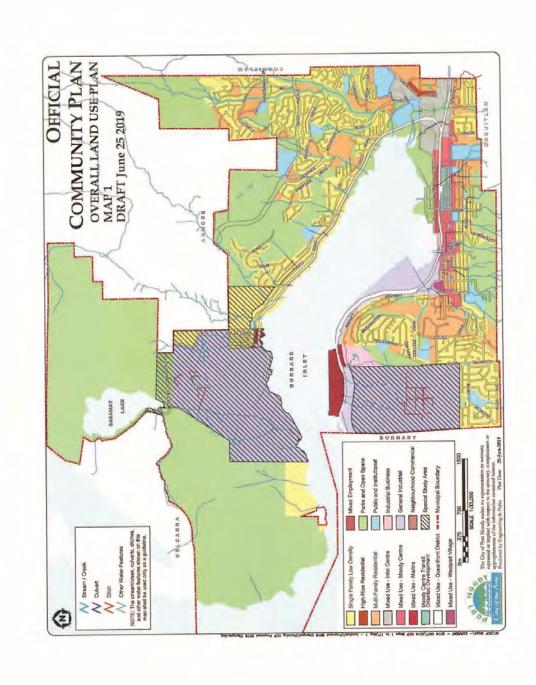
#### 4. Severability

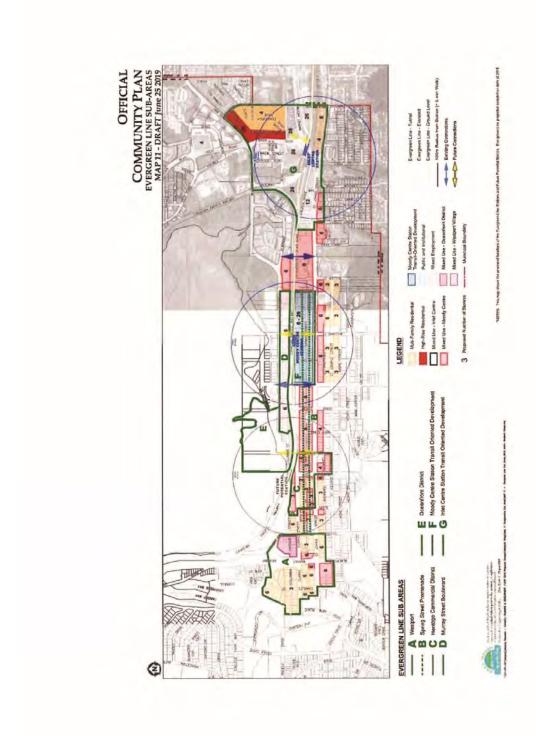
276

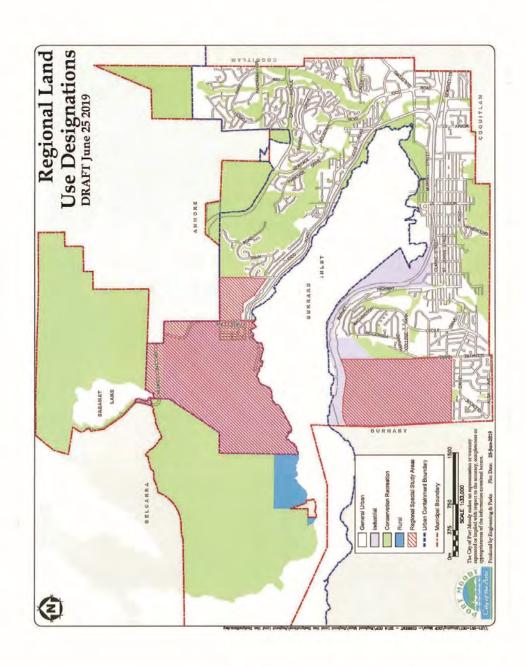
Attachment 1

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 $9^{th}$ day of $\underline{July}$ , 2019.	
Read a second time this 9th day of July, 2019.	
Public Hearing this 23rd day of July, 2019.	
Read a third time this 23rd day of July, 2019.	
<b>Adopted this</b> day of, 20	
M. Lahti	S. Lam
Mayor	City Clerk
I hereby certify that the above is a true copy of By	law No. 3204 of the City of Port Moody.
S. Lam City Clerk	







Attachment 2



## City of Port Moody

#### Bylaw No. 3203

A Bylaw to amend City of Port Moody Zoning Bylaw, 2018, No, 2937 to establish a Comprehensive Development 77 (CD77) zone.

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. 20, 2019, No. 3203 (Westport Village) (CD77)".

#### 2. Amendment

- 2.1 City of Port Moody Zoning Bylaw, 2018, No. 2937 is amended by rezoning the lands shown in Schedule A from General Industrial (M2), Single Detached Residential (RS1), and Semi-Detached Residential (RT) to Comprehensive Development 77 (CD77) zone.
- 2.2 City of Port Moody Zoning Bylaw, 2018, No. 2937 is further amended by adding the following Section 183:
  - 183. Comprehensive Development Zone 77

#### 183.1 <u>Intent</u>

To accommodate a mixed-use high-density development on the Westport Village site based on a comprehensive development plan.

#### 183.2 Permitted Uses

(a) The following uses are permitted based on the accompanying comprehensive development plan in Schedule B which forms part of this zone:

CD77 Zone		
a. Principal Use	i. Apartment	
	ii. Artist Studio – Type A and B	
	iii. Assembly	
	iv. Child Care	
	v. Civic	
	vi. Commercial Athletic and Recreation	
	vii. Common Amenity Space (indoor)	
	viii. Community Care	
	ix. Entertainment	

EDMS#470210 1

28

Attachment 2

	x. Hotel
	xi. Light Industrial
	xii. Office
	xiii. Personal Service
	xiv. Private Hospital
	xv. Restaurant
	xvi. Retail
	xvii. Retail Food Service
	xviii. Townhouse
	xix. Work-Live
b. Secondary Use	i. Home Occupation – Type A

(b) For Artist Studio – Type A, retail use only for gallery space up to 20% of the total Floor Area is permitted.

#### 183.3 <u>Development Regulations</u>

(a) The following densities apply based on the accompanying comprehensive development plan in Schedule B which forms part of this zone:

CD77 Zone		
Permitted Use	Floor Area	
i. Apartment and Townhouse – Market Rental	15,640 m <sup>2</sup>	
ii. Apartment and Townhouse	16,392 m <sup>2</sup>	
iii. Artist Studio	660 m <sup>2</sup>	
iv. Assembly – Art Centre	1,320 m <sup>2</sup>	
v. Commercial Athletic and Recreation	938 m <sup>2</sup>	
vi. Child Care	325 m <sup>2</sup>	
vii. Common Amenity Space (indoor) for	418 m <sup>2</sup>	
Apartment and Townhouse, including Market		
Rental		
viii. Hotel	3,842 m <sup>2</sup>	
ix. Light Industrial	4,045 m <sup>2</sup>	
x. Office	4,931 m <sup>2</sup>	
xi. Personal Service – Medical Clinic	4,219 m <sup>2</sup>	
xii. Seniors Residential	6,966 m <sup>2</sup>	
xiii. Seniors Common Amenity Space (indoor)	1,365 m <sup>2</sup>	
xiv. All Other Uses Combined	6,439 m <sup>2</sup>	
Total – Maximum	67,500 m <sup>2</sup>	

- (b) Notwithstanding (a) above, the Floor Area for a use may be increased by up to 15% more or decreased by up to 15% less as long as the maximum Floor Area for the zone of 67,500m<sup>2</sup> is not exceeded.
- (c) The maximum permitted building heights, the minimum required building setbacks, and the maximum permitted lot coverage must be in compliance with the accompanying comprehensive development plan in Schedule B which forms part of this zone.

#### 183.4 Landscaping

The landscape standards must be in compliance with the accompanying comprehensive development plan in Schedule B which forms part of this zone.

282

Attachment 2

#### 183.5 Parking

- (a) A minimum of 940 off-street Parking Spaces shall be provided for all uses combined.
- (b) Refer to section 6.0 of this Bylaw for all other Off-Street Parking Requirements.
- (c) Refer to section 6.10 of this Bylaw for Bicycle Parking requirements

#### 183.6 Building Forms

The form of all buildings, including building scale, massing, and interrelationship of the built form components and the locations of access points, parking areas and open areas shall be in general accordance with the comprehensive development plan in Schedule B which forms part of this zone.

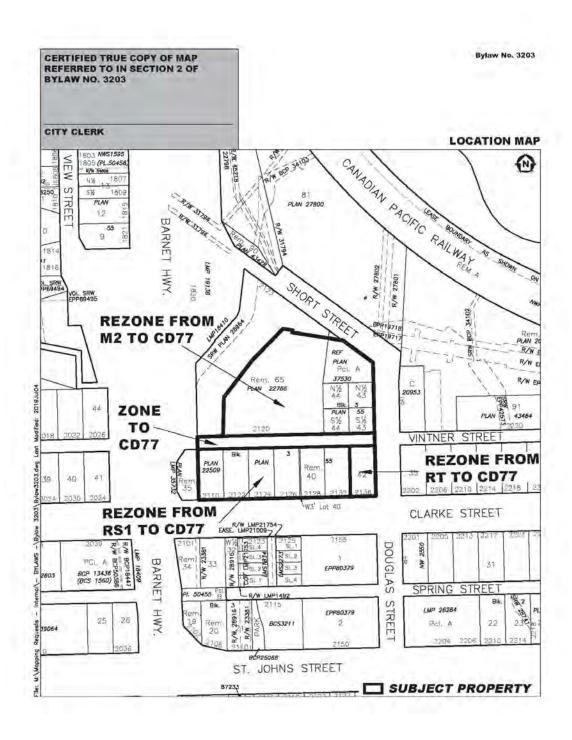
#### 5. Attachments and Schedules

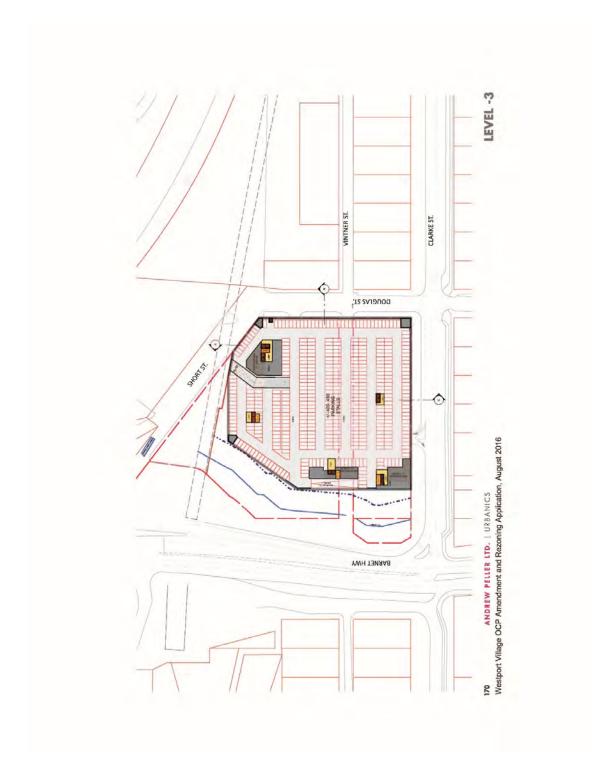
- 5.1 CD77 Zoning Map.
- 5.2 Comprehensive Development Plan.

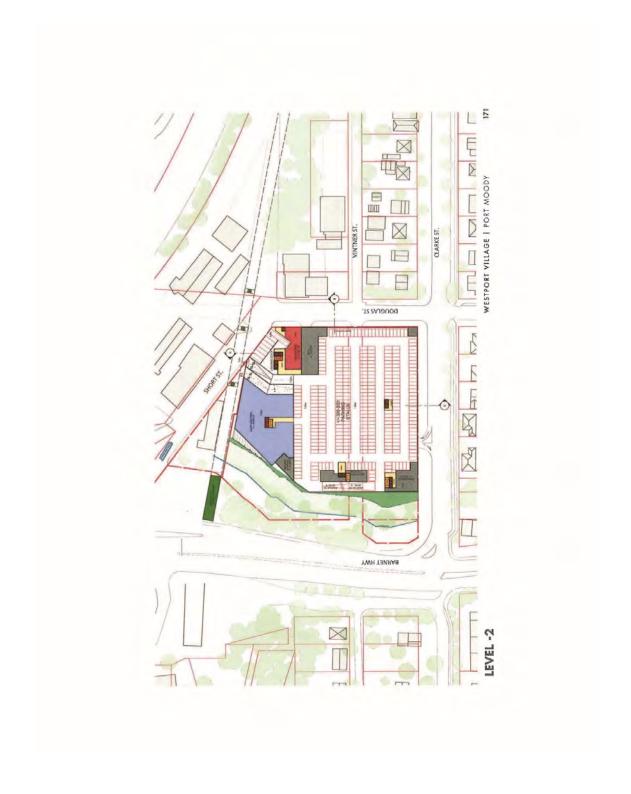
#### 6. Severability

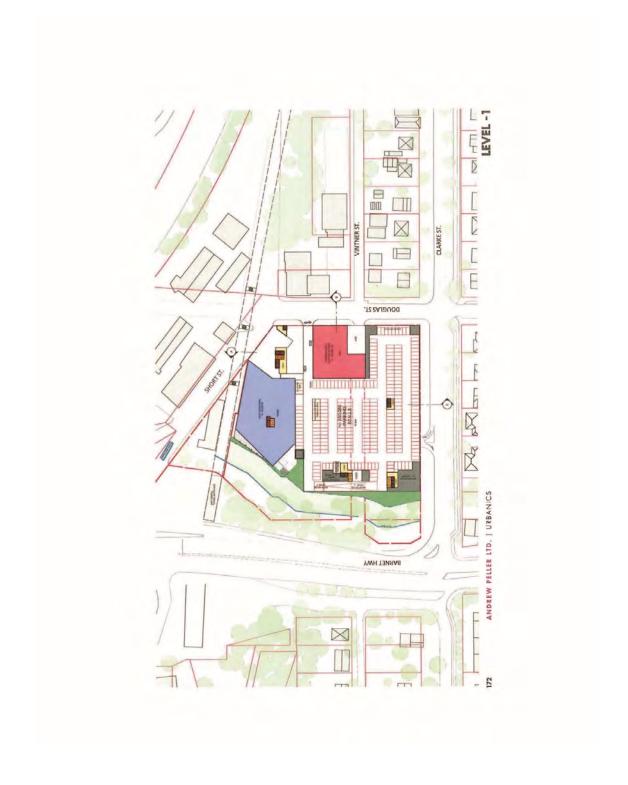
6.1 If a portion of this Bylaw is found invalid by a court, it will be severed and the remainder of the Bylaw will remain in effect.

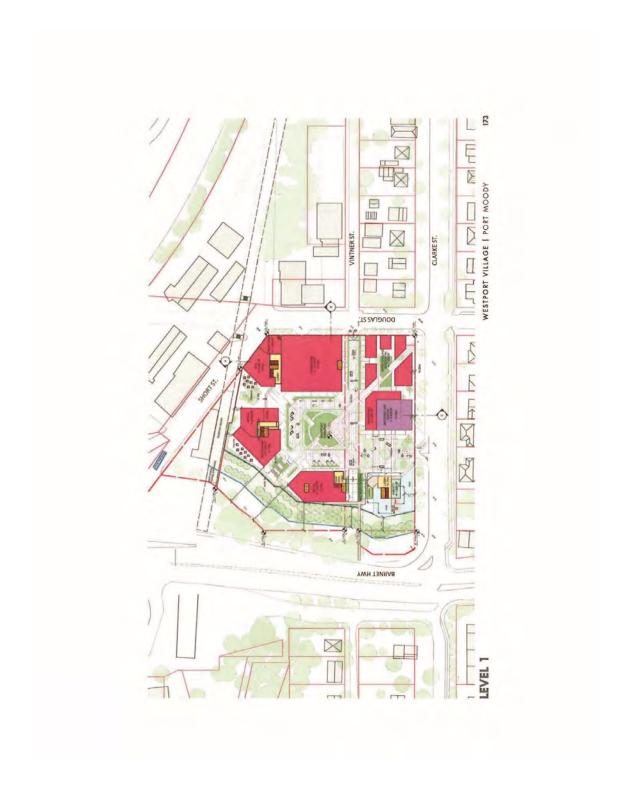
Read a first time this 9th day of July, 2019.							
Read a second time this <u>9<sup>th</sup> day of July,</u> 2019.  Public Hearing this <u>23<sup>rd</sup> day of July,</u> 2019.  Read a third time this <u>23<sup>rd</sup> day of July,</u> 2019.							
						<b>Adopted</b> this day of, 20	
M. Lahti	S. Lam						
Mayor	City Clerk						
I hereby certify that the above is a true copy of	Bylaw No. 3203 of the City of Port Moody.						
S. Lam							
City Clerk							

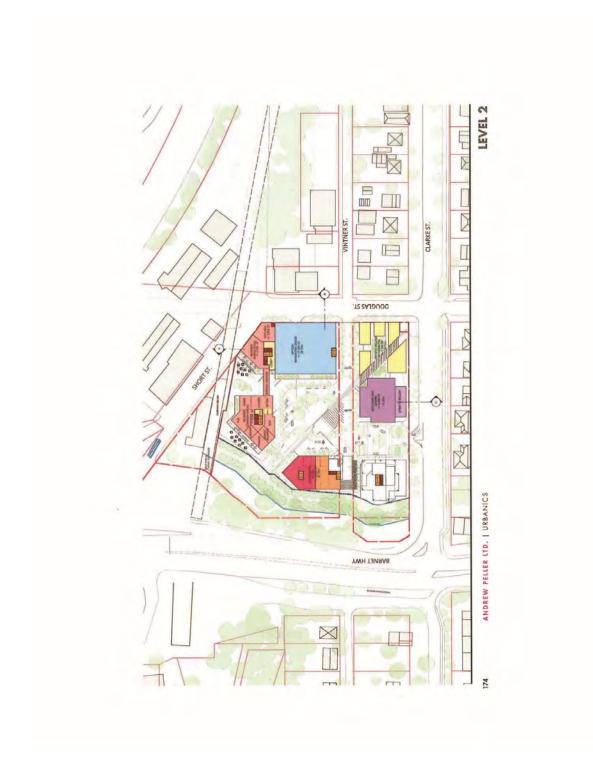


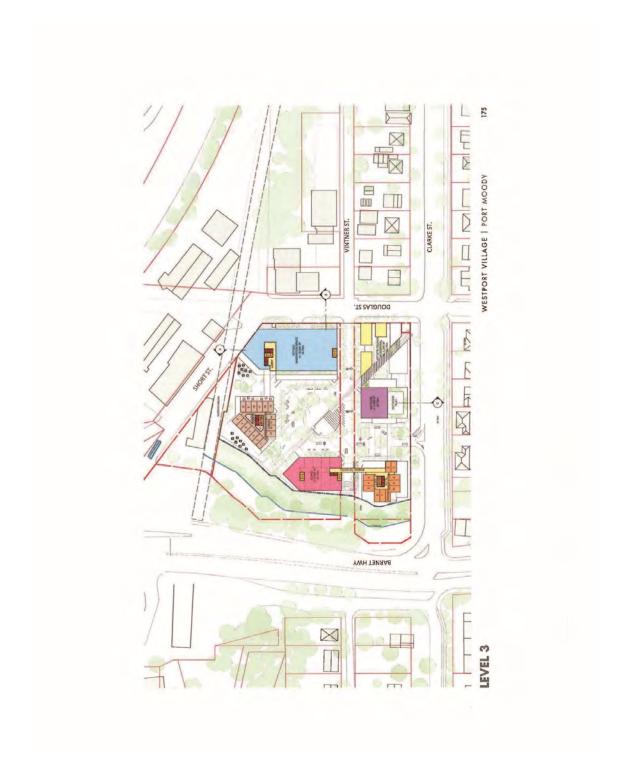




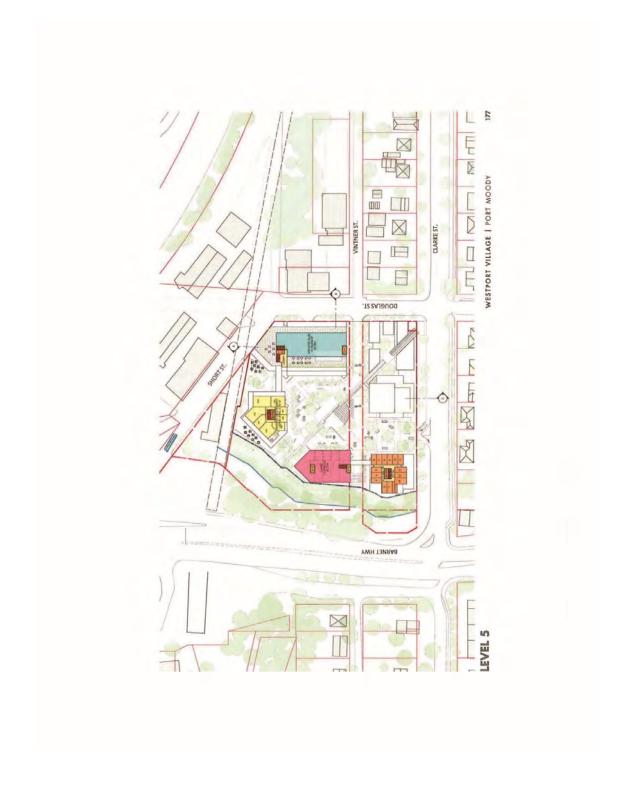






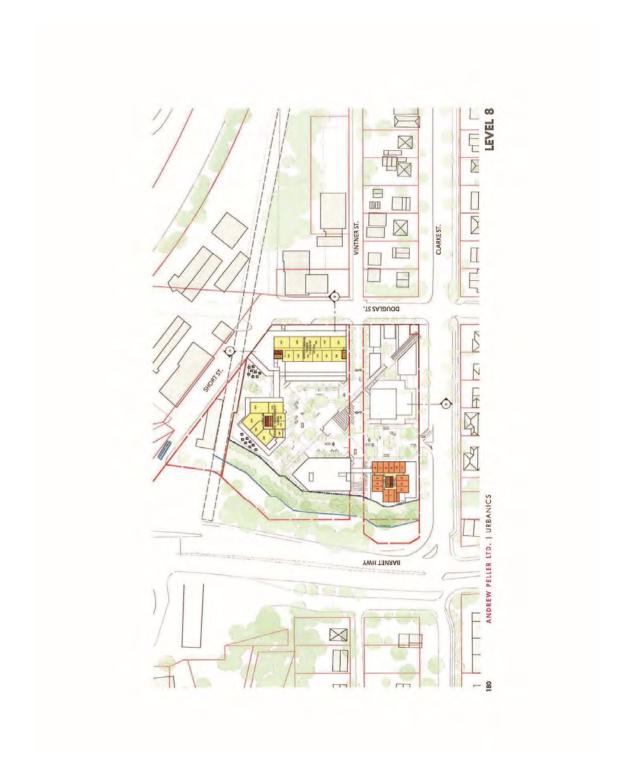






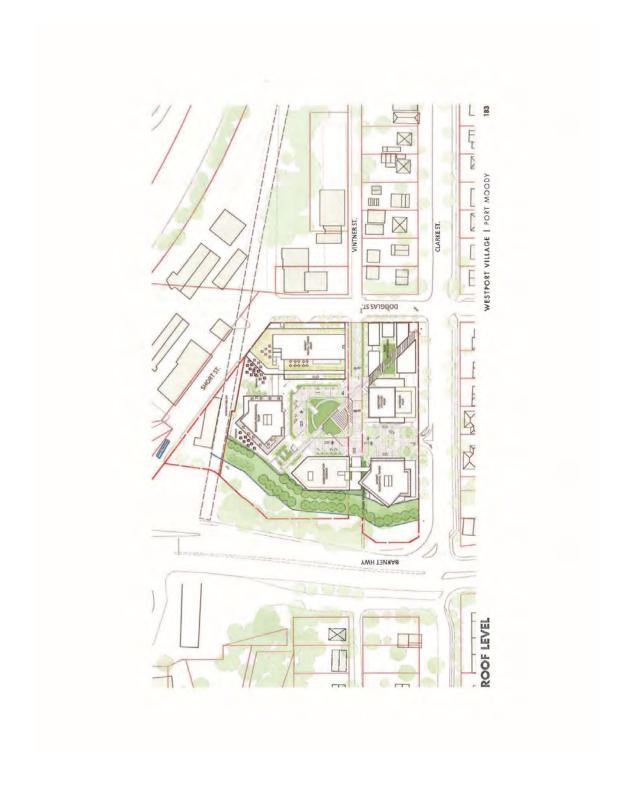


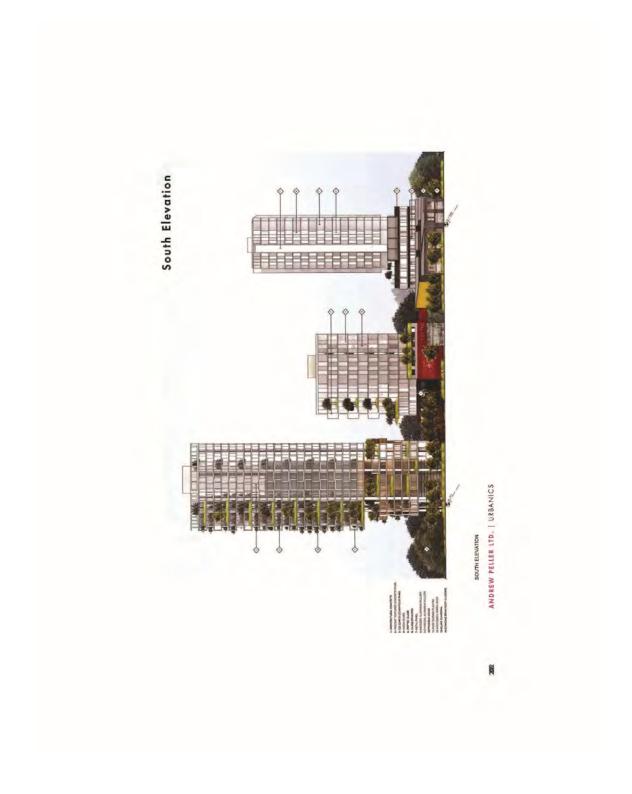


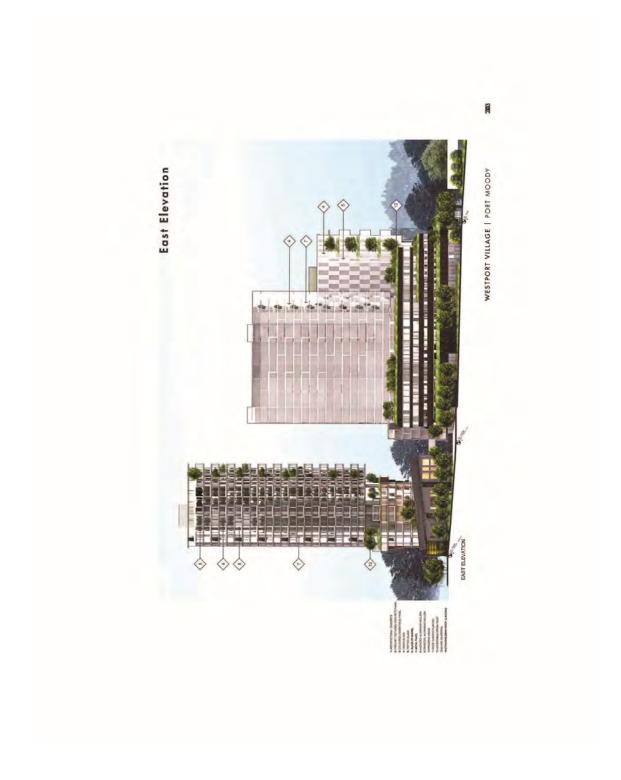


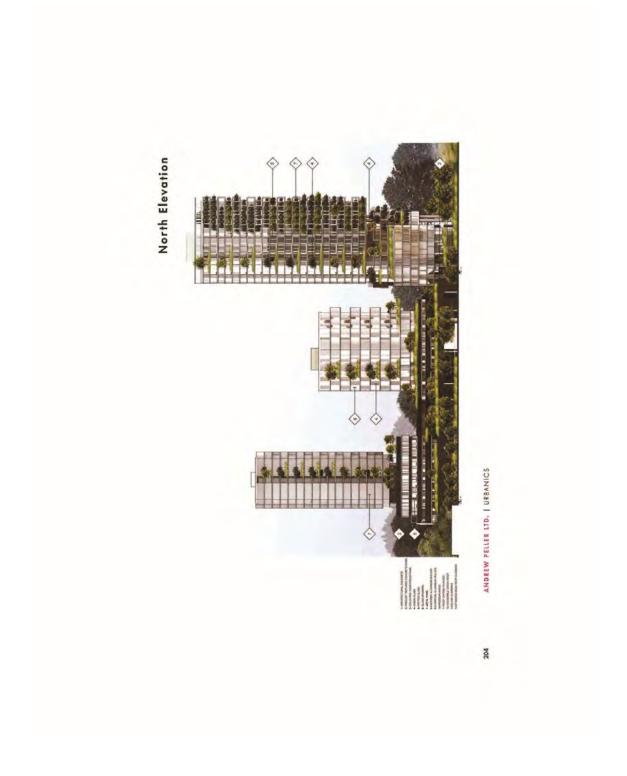


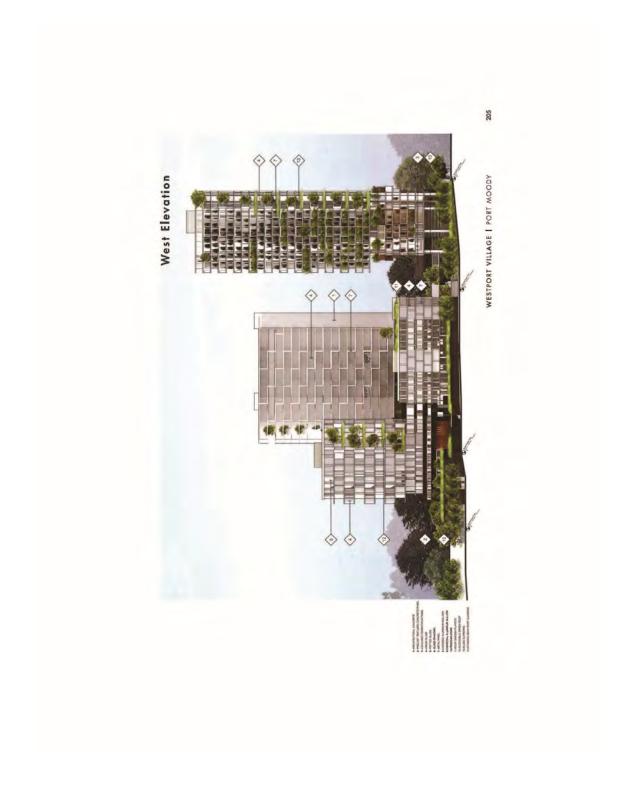














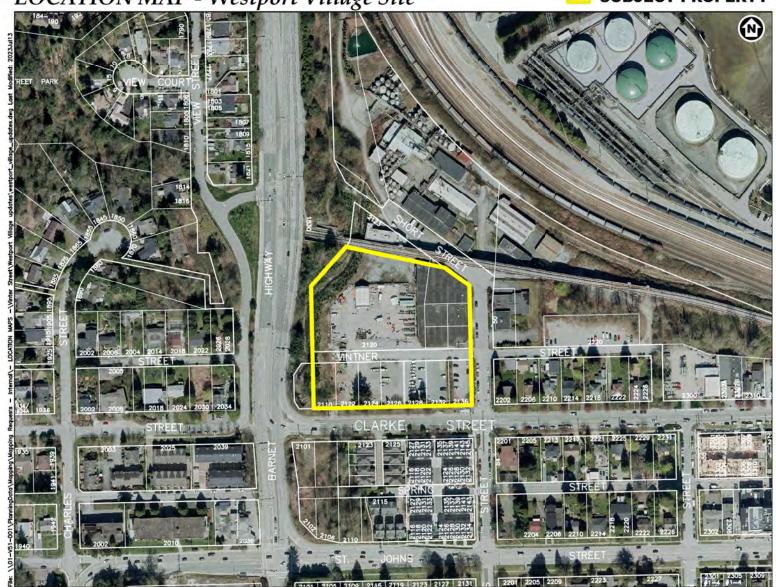


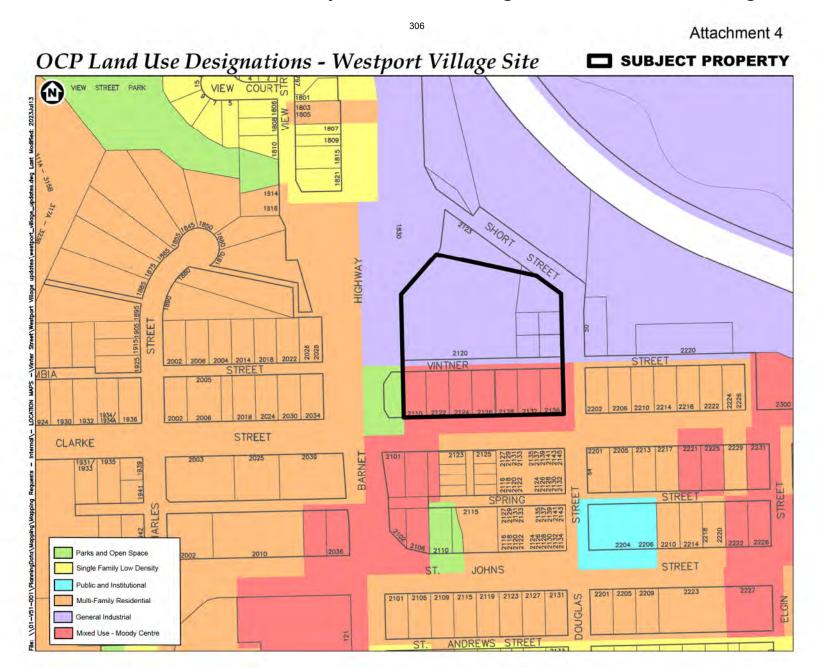


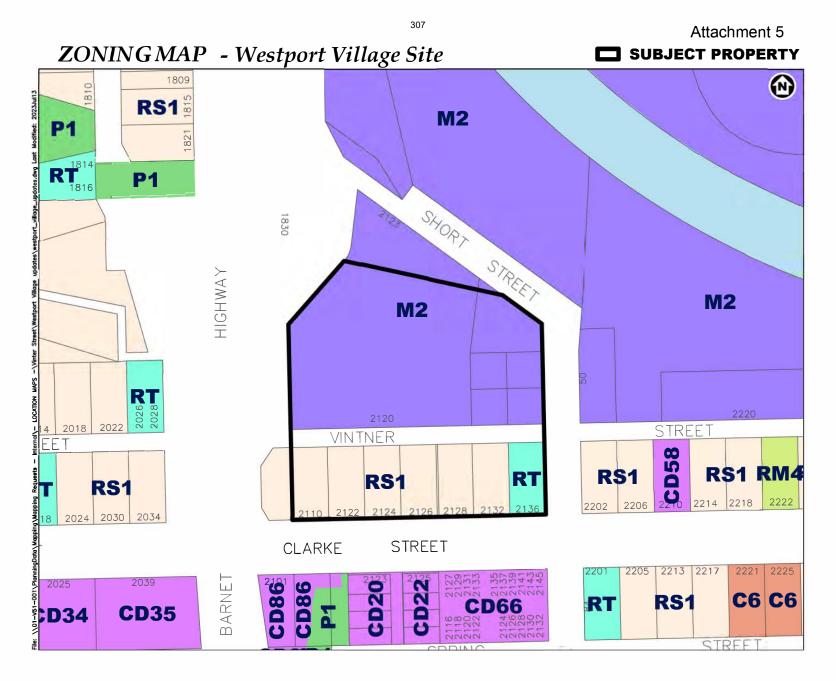
Attachment 3

LOCATION MAP - Westport Village Site

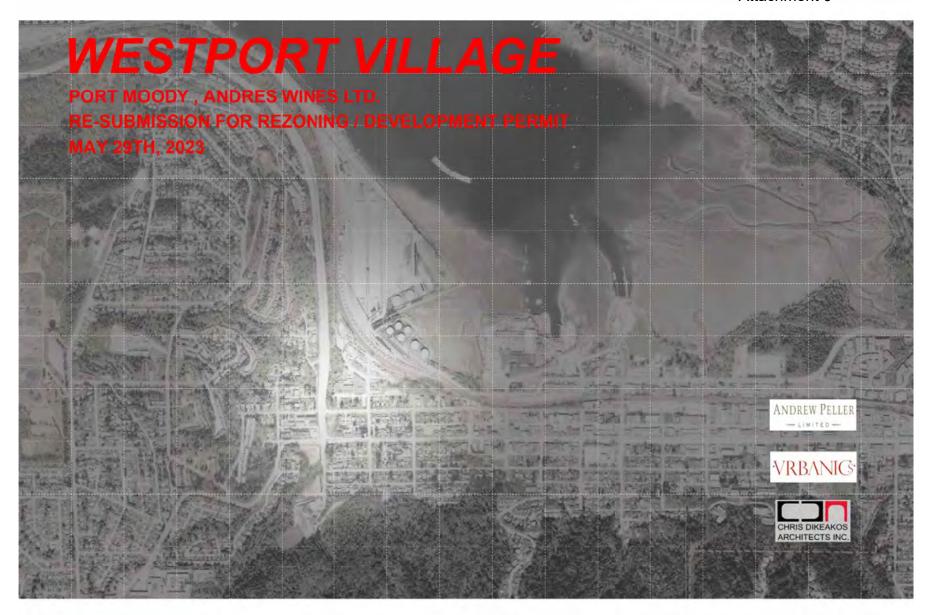








308



309

Attachment 6

#### WESTPORT VILLAGE - MIXED-USE DEVELOPMENT

#### **RE-ISSUED FOR REZONING / DP 2**

#### **OWNER / OWNER'S REPRESENTATIVE**

ANDREW PELLER LTD./ URBANICS CONSULTANT LTD. 2000 - 355 BURRARD STREET, VANCOUVER, BC, V6C 2G8 Siavash Tahan stahan@urbanics.com

#### **DEVELOPMENT MANAGER**

WILLIAMS MANAGEMENT CORP.

300 - 225 WEST 8TH AVENUE, VANCOUVER, BC, V5Y 1N3 Paul Williams <u>pjwilliamshome@gmail.com</u>

#### ARCHITECT

CHRIS DIKEAKOS ARCHITECTS INC. 1635 WEST BROADWAY, VANCOUVER, BC, V6J 1W9 Robert Duke <u>robert.d@dikeakos.com</u>

#### LANDSCAPE

PWL PARTNERSHIP LANDSCAPE ARCHITECTS INC.
1201 WEST PENDER STREET, VANCOUVER, BC, V6E 2V2
Margot Long mlong@pwlpartnership.com

#### **ENVIRONMENTAL**

PGL ENVIRONMENTAL CONSULTANTS
1185 W GEROGIA ST., VANCOUVER, BC V6E 4E6
Bruce Nidle <u>bnidle@pggroup.com</u>

#### STRUCTURAL

KOR STRUCTURAL

510 BURRARD STREET, VANCOUVER, BC, V6C 3A8 John Markulin jmarkulin@korstructural.com

#### **ELECTRICAL**

MCW CONSULTANTS LTD.

1111 WEST GEORGIA STREET, VANCOUVER, BC, V6E 4M3 Erik Mak emak@mcw.com

#### MECHANICAL / ENERGY MODELER

AB CONSULTING

7968 WEDGEWOOD ST., BURNABY, BC V3N 1C1 Albert Bicol albert.bjcol@albertobconsulting.com

#### SURVEYOR

BENNET LAND SURVEYING

22371 ST. ANNE AVENUE, MAPLE RIDGE, BC, V2X 2E7 Bennett Surveys mikeb@bennettsurveys.com

#### CIVIL

KWL LTD.

4185A STILL CREEK DR., BURNABY, BC, V5C 6G9 Mike Dickens mdickens@kwl.ca

#### CIVIL

CORE GROUP CIVIL CONSULTANTS LTD.
8988 FRASERTON COURT, BURNABY, BC, V5J 5H8
Dylan Bryson <u>DBryson@coregroupconsultants.com</u>

#### GEOTECHNICAL

WSP GOLDER

2920 VIRTUAL WAY, VANCOUVER, BC, V5M 0C4 Don Chorley don.chorley@wsp.com

#### TRAFFIC

**BUNT & ASSOCIATES ENGINEERING LTD.** 

1050 WEST PENDER STREET, VANCOUVER, BC, V6E 3S7 Peter Joyce pjoyce@bunteng.com

#### CODE

GHL CONSULTANTS LTD.

700 W PENDER ST., VANCOUVER, BC V6C 1G8 Michael Nikitenko mnikitenko@ghl.ca

#### **ENVELOPE**

BC BUILDING SCIENCE LTD.

611 BENT CT, NEW WESTMISTER, BC V3M 1V3 Chad Cranswick chad@bcbuildingscience.com

#### ARBORIST

DIAMOND HEAD CONSULTING LTD.

3559 COMMERCIAL ST., VANCOUVER, BC V5N 4E8 Max Rathburn max@diamondheadconsulting.com

DRAWING LIST					
Sheet Number	Sheet Name				
A000	COVERSHEET				
A001	PROJECT OVERVIEW				
A002	LANDUSE				
A003	OCP DESIGNATION				
A004	ROAD NETWORKS				
A005	BIKE NETWORK				
A006	SITE AERIAL VIEW				
A007	STREET VIEWS				
A008	DETAILS OF USE				
A009	DETAILS OF USE				
A010	DETAILS OF USE				
A011	DETAILS OF USE				
A012	INSPIRATIONS				
A013	PRECEDENT IMAGES - HERITAGE HOUSES				
A014	PRECEDENT IMAGES				
A015	PRECEDENT IMAGES - ART CENTRE				
A016	PRECEDENT IMAGES - ART CENTRE				
A017	OCP RESPONSES				
A018	OCP RESPONSES				
A019	PROJECT STATS				
A020	PROJECT STATS				
A021	PROJECT STATS				
A021	PHASING PLAN				
A022	CONTEXT PLAN				
A024	SITE PLAN - LEVEL 1				
A025	SITE PLAN - ROOF				
A026	FIRE ACCESS PLAN				
A027	MSU CIRCULATION - LEVEL 1				
A028	MSU - RES. TOWER GARBAGE				
A029	MSU - RES. TOWER GARBAGE				
A030	MSU - ART CENTRE LOADING				
A030 A031					
A200	COMPACTOR - ART CENTRE GARBAGE				
	LEVEL P4				
A201	LEVEL P3				
A202	LEVEL P2				
A203	LEVEL P1				
A204	LEVEL 1 OVERALL				
A205	RESIDENTIAL TOWER - LEVEL 1				
A206	RESIDENTIAL TOWER - L MEZZANINE				
A207	RESIDENTIAL RENTAL- L2				
A208	RESIDENTIAL RENTAL/STRATA - L3				
A209	RESIDENTIAL STRATA - L4 TO L8				
A210	RESIDENTIAL - L9 TO L16 & L25 TO L30				
A211	RESIDENTIAL - L17 TO L24				
A213	RESIDENTIAL - LEVEL 31				
A214	RESIDENTIAL - LEVEL 32				
A215	RESIDENTIAL : LEVEL 33				
A216	RESIDENTIAL ROOF				
A217	ART CENTRE BUILDING - LEVEL T				
A218	ART CENTRE BUILDING - LEVEL 2				
A219	ART CENTRE BUILDING - LEVEL 3				

Sheet	CA SCHOOL S					
Number	Sheet Name					
A220	ART CENTRE BUILDING - LEVEL 4					
A221	ART CENTRE BUILDING - ROOF					
A222	ARTIST VILLAGE LEVEL 1					
A223	ARTIST VILLAGE - LEVEL 2					
A224	ARTIST VILLAGE - LEVEL 3					
A225	ARTIST VILLAGE - ROOF					
A300	TOWER - NORTH ELEVATION					
A301	TOWER - SOUTH ELEVATION					
A302	TOWER - EAST ELEVATION					
A303	TOWER - WEST ELEVATION					
A304	MATERIAL BOARD - TOWER					
A305	ART CENTRE BUILDING - NORTH ELEVATIO					
A306	ART CENTRE BUILDING - NORTH ELEVATIO					
A307	ART CENTRE BUILDING - EAST ELEVATION					
A308	ART CENTRE BUILDING - WEST ELEVATION					
A309	MATERIAL BOARD - ART CENTRE BUILDING					
A310	ART.VILLAGE - ELEVATIONS BLDG. 1					
A311	ART. VILLAGE - ELEVATIONS BLDG.1					
A312	ART. VILLAGE - ELEVATIONS BLDG. 2					
A313	ART. VILLAGE - ELEVATIONS BLDG. 2					
A314	ART. VILLAGE - ELEVATIONS BLDG. 2					
	ART.VILLAGE - ELEVATIONS BLDG. 3					
A315						
A316	MATERIAL BOARD - ARTIST VILLAGE					
A317	STREET ELEVATION - SOUTH					
A400	BUILDING SECTION - AA					
A401	BUILDING SECTION - BB					
A402	BUILDING SECTION - CC					
A403	BUILDING SECTION - DD					
A601	RENDERING - TOWER					
A602	RENDERING - TOWER					
A603	RENDERING - TOWER					
A604	RENDERING - TOWER					
A605	RENDERING - TOWER					
A606	RENDERING - TOWER					
A607	RENDERING - TOWER					
A608	RENDERING - TOWER					
A609	RENDERING - TOWER					
A610	RENDERING - TOWER					
A611	RENDERING - TOWER					
A612	RENDERING - TOWER					
A613	RENDERING - ART CENTRE BUILDING					
A614	RENDERING - ART CENTRE BUILDING					
A615	RENDERING - ART CENTRE BUILDING					
A616	RENDERING - ART CENTRE BUILDING					
A617	RENDERING - ART CENTRE BUILDING					
A618	RENDERING - ART CENTRE BUILDING					
A619						
	RENDERING - ART CENTRE BUILDING					
A620	RENDERING - ARTIST VILLAGE					
A621	RENDERING - ARTIST VILLAGE					
A622	RENDERING - ARTIST VILLAGE					
A700	SHADOW STUDIES - JUNE					
A701	SHADOW STUDIES - MARCH					
A702	SHADOW STUDIES - DECEMBER					

#### CHRIS DIKEAKOS ARCHITECTS INC.

WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC COVERSHEET

**RE-ISSUED FOR REZONING/DP 2** 

2023-05-29



A000

310

Attachment 6

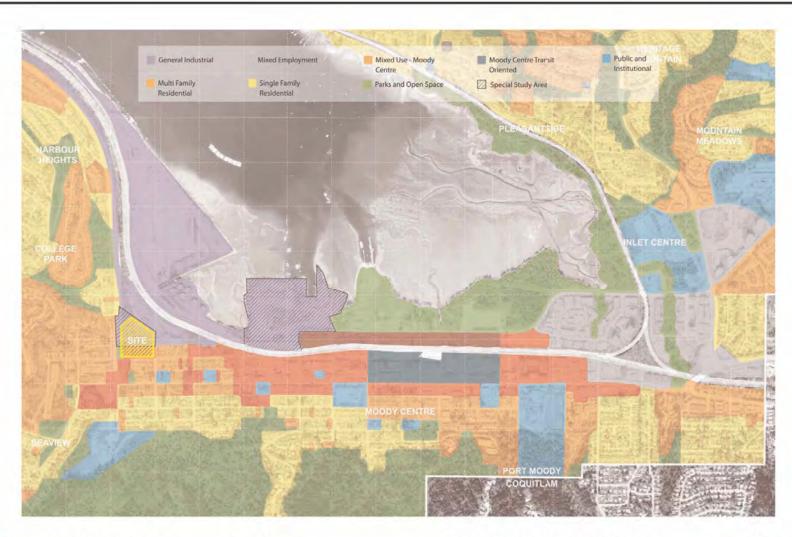
### **PROJECT OVERVIEW (PHASE 1)**

GROSS SITE AREA (SQ. FT.)	16	RENTAL UNITS (TOWER)
TOTAL COMMERCIAL (SQ. FT.) FAR 0.48	263	STRATA UNITS ( TOWER)
TOTAL RESIDENTIAL (SQ. FT.) FAR 2.96	6	BELOW MARKET RENTAL ART. STUDIOS
TOTAL CHILDCARE (SQ. FT.) (50 CHILDREN)	4	MARKET RENTAL ART. STUDIOS
TOTAL FAR	490	PARKING STALLS
	TOTAL COMMERCIAL (SQ. FT.) FAR 0.48  TOTAL RESIDENTIAL (SQ. FT.) FAR 2.96  TOTAL CHILDCARE (SQ. FT.) (50 CHILDREN)	TOTAL COMMERCIAL (SQ. FT.) FAR 0.48  TOTAL RESIDENTIAL (SQ. FT.) FAR 2.96  TOTAL CHILDCARE (SQ. FT.) (50 CHILDREN)



Attachment 6

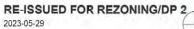
### Considered at the July 25, 2023, Regular Council meeting





WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC

LANDUSE



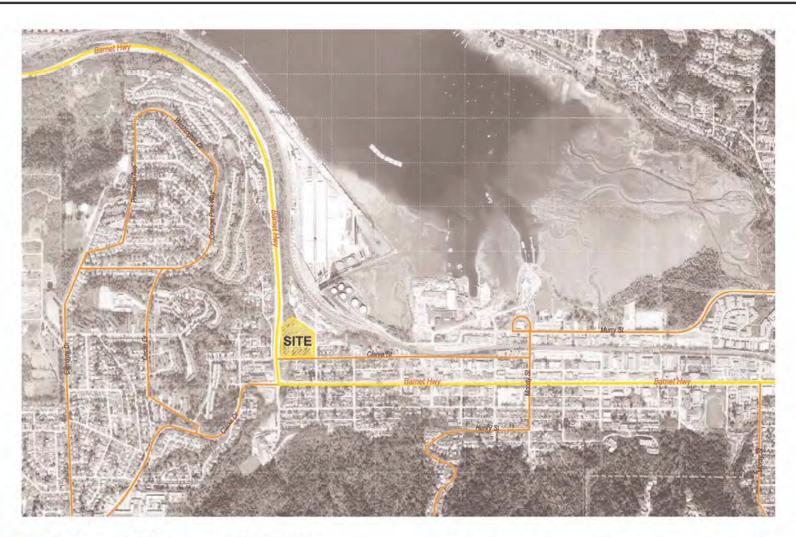


312





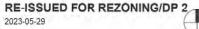
313 Attachment 6



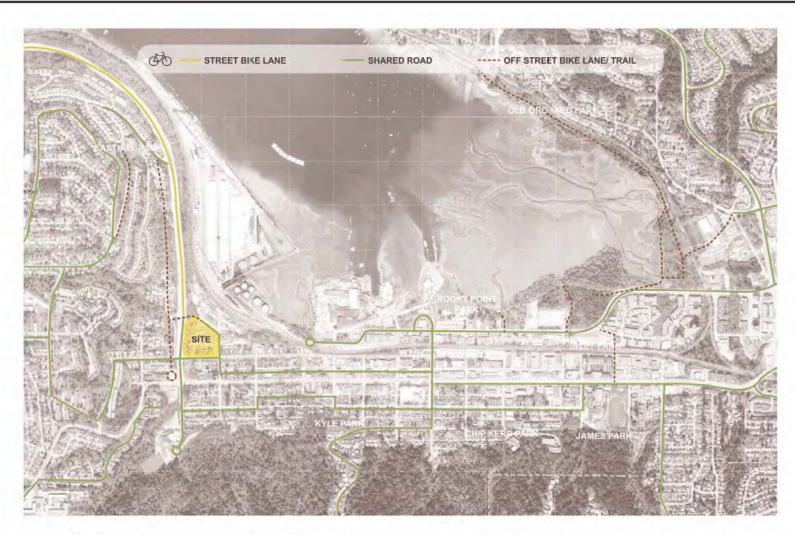


WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC-

**ROAD NETWORKS** 











Attachment 6















WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC STREET VIEWS

RE-ISSUED FOR REZONING/DP 2 2023-05-29



A007

317

Attachment 6



### **ARTIST VILLAGE**

**3 STOREY BUILDINGS** 

ARTIST STUDIOS ( L1): 6338 SQ.FT.

RESIDENTIAL AREA (L28L3): 10,998 SQ.FT.

**BELOW MARKET RENTAL UNITS:6** 

MARKET RENTAL UNITS: 4

TOT. N. OF UNITS: 10



318

Attachment 6



# WESTPORT ARTS CENTRE

**4 STOREY BUILDING** 

RETAIL AREA (L1): <u>5426 SQ.FT.</u>

ART CENTRE (L2): <u>12,372 SQ.FT.</u>

OFFICE (L3): 3112 SQ.FT.

CHILDCARE (L4): 4023 SQ.FT.



319

Attachment 6



### **RENTAL TOWER**

11/2 STOREYS

RENTAL AREA: 12,309 SQ.FT.

N. OF UNITS: 16

N. OF ADAPTABLE UNITS: 8

AMENITY: 1948 SQ.FT.



320

Attachment 6



### **STRATA TOWER**

**28 STOREY** 

STRATA AREA: 202,032 SQ.FT.

N. OF UNITS: <u>263</u>

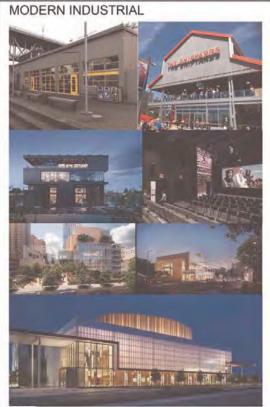
N. OF ADAPTABLE UNITS: 132

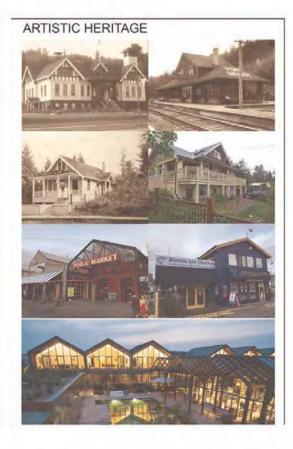
AMENITY: 5470 SQ.FT.



321









322







2316 Clarke St



2201 St George S

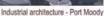


B.C. Telephone Company











Davines Village by Matteo Thun - Parma, Italy



Davines Village by Matteo Thun - Parma, Italy



Attachment 6

#### THE GRAND - CALGARY

MULTI-PURPOSE BLACK BOX THEATRE THAT CAN BE USED FOR PERFORMANCE, SPECIAL EVENTS OR AS A MULTI-PURPOSE SPACE



PERFORMANCE, LECTURES, SPECIAL EVENTS



MULTI-PURPOSE EVENTS, TRADE SHOWS, WEDDINGS, PERFORMANCE REHERSAL SPACE, COMMUNITY EVENTS



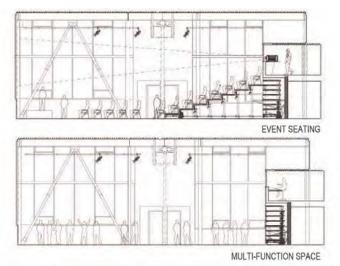


Attachment 6

#### C SPACE - CALGARY













WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC

PRECEDENT IMAGES - ART CENTRE

**RE-ISSUED FOR REZONING/DP 2** 2023-05-29



A016

326

Attachment 6

#### PORT MOODY OFFICIAL COMMUNITY PLAN RESPONSE

#### POLICIES.

The property commonly known as the Andres Wines site is designated as a Special Study Area in the OCP. The Special study Area designation applies to lands where more detailed planning is required by way of an area plan or a site specific development plan. It is envisioned that in the future this area may transition into a comprehensive development with a mix of uses taking advantage of its proximity to rapid transit.

As part of new development in this area, a number of desirable components have been identified including:

- · artist live/work space
- · public arts presentation space
- · seniors accommodation
- · assisted living accommodation
- high tech mixed employment space
- enhanced green space
- new parks
- commercial/retail service space
- a pedestrian trail connecting Seaview, Glenayre, and College Park to the area.

#### RESPONSE

The planning for Andres Wine site follows the designation associated with Special Study Area.

The overall site is 76,249sf, to make the proposal more manageable the Development Permit has been broken up into 2 Development Permit Phases with each Phase being a separate Development Permit Submission. Phase 1 fronts onto Douglas up to and including Vintner Street, Phase 2 will be the remainder of the site to the north.

Phase 1 is comprised of:

- 31 storey strata and rental tower with ground floor, mezzanine and tower top residential amenity spaces.
- 4 storey Art's Centre with ground oriented retail, artist studio, arts cafe and restaurant. Internally on the ground floor, the spaces are connected via a galleria with a multi-function community space and the box office for the second floor performance space. Level 2 has three multi-purpose spaces that can be used for performances or as separate functions, this is supported by washrooms and performers change rooms. Level 3 has a community oriented office space and level 4 has a childcare. All levels are connected by elevators, freight elevator and stairs which also connect with the parking levels.
- 10 3 storey townhouses have been provided with separate artist studios at the ground floor for each of the units. This space is connected to a 2 level residential unit above. 6 of these units will be affordable at 20% below market rental rates.





327

Attachment 6

#### PORT MOODY OFFICIAL COMMUNITY PLAN RESPONSE

#### POLICIES.

- The existing land use and character of the Glenayre, College Park, Seaview and Harbour Heights neighbourhoods shall generally be retained.
- For multi-family residential designated properties south of Clarke St and north of St Johns St in the 2100 block, building heights up to a maximum height of 3 storeys will be considered.
- 3. For the Mixed Use designated property at 2036 St Johns St, a maximum height of 6 storeys will be considered.
- 4. For the Mixed Use designated properties in the 2000 blocks of St. George Street and the south side of St Johns Street (former Barnet Hotel site and adjacent properties), a maximum building reight of 6 storeys will be considered Commercial uses will be limited to the St. Johns St and Albert St frontages.
- A comprehensive development plan will be required for these blocks taking into consideration the change in grade, access, potential traffic impacts and compatibility with adjacent single family uses.
- 5. Identified heritage buildings in the Westport area should be conserved and retained as part of any redevelopment project
- Ábove 2 storeys, upper floors will be set back from St. Johns and Clarke Streets. Above 4 storeys, upper floors will be set back from Barnet Highway.
- 7. For the multi-family designated properties in the cul-de-sac on Charles Streel, a maximum height of six storeys will only be considered when the form and siting of redevelopment results in the creation of significant open/green space, connections to existing parks and trails, and the protection and enhancement of local watercourses.
- 8. The consolidation of two or more parcels within the Charles Street cul-de-sac is encouraged to provide a more comprehensive development for this area.
- Multi-family designated properties in the 2100 block of the south side of St. Johns Street will be considered for redevelopment up to a maximum height of 6 storeys.
- . Enhance the quality of the community by providing opportunities for social interaction between residents;
- Be sited, designed and landscaped in a manner which respects the character of the neighbourhood, including social and physical infrastructure and minimizes possible negative impacts;
- Provide a gradual transition of scale and density through the stepping down of a building towards, and setbacks from, existing lower density residential areas;
- Results in neighbourhoods which are energy efficient, minimize greenhouse gas emissions and are pedestrian and bicycle oriented:
- Include, where possible, back lanes with rear detached garages, boulevards with street trees, walkway/cycling connections to parks and open space; and,
- Be designed in a manner sensitive to lands with high environmental value.

#### RESPONSE

The land use and maximum built height for the Andres Wine site follows the guidelines associated with the Special Study Area. There are no buildings of significance on the site to be retained, the proposed vocabulary of the Arts Village draws from the former industrial nature of the site as well as the architectural vocabulary of historic residential buildings within the immediate area.

There are no trees of significance on the development portion of the site, although four trees in the boulevard of Clarke Street along the southern frontage of the site are significant as identified by the arborist and they will be retained. There is a large portion of the site that Schoolhouse Creek runs through, this area will be rehabilitated as a part of Phase 1 development.

The proposed development will act as a community based small village that will facilitate the needs of all ages, uses include residential, assisted living, retal, professional offices community organization offices, a large grocery store, pharmacy, small scale retail, artist studios, a multifunctional performance space, an outdoor movie screen. The buildings have been massed to blend in with the site with the tallest 31 storey tower stepping down to in scale

eastward to the three storey artist village. Buildings will be designed to current building code requirements for sustainable developments, attention will be focused on solar orientation, passive solar shading, the use of sustainable materials low energy use appliances and low flow faucets, and dark sky site lighting design.





Attachment 6

LAND USE	APPROVED AT REZONING	PROPOSED PHASE 1	PROPOSED PHASE 2	202,032 143,673	SUMMARY  INCREASED FROM RENTAL  DECREASED AND ADDED TO STRATA
STRATA - TOWER	176,442	202,032	0		
RENTAL - TOWER AND MID RISE ARTIST VILLAGE	168,348	23,307	120,366		
AMENITY ( INDOOR) **	4,499	7,418	0	7,418	INCREASED FROM SENIORS AMENITY AND THEATRE **
SENIORS COMMON - AMENITY SPACE INDOOR	14,693	0	12,936	12,936	DECREASED AND ADDED TO STRATA AMENITY
ARTIST STUDIO RETAIL SPACE	7,104	6,338	0	6,338	DECREASED
ART CENTRE - THEATRE	14,208	12,372	0	12,372	DECREASED
ART CENTRE - DAYCARE*	3,498	4,023	0	4,023	INCREASED*
COMMERCIAL ATHLETIC AND RECREATION	10,097	0	10,097	10,097	NO CHANGE
HOTEL	41,355	0	41,355	41,366	NO CHANGE
LIGHT INDUSTRIAL	43,540	0	43,540	43,540	NO CHANGE
OFFICE - ART CENTRE - GALLERIA - MULTI-PURPOSE ROOM	53,077	8,345	44,732	53,077	NO CHANGE
PERSONAL SERVICE - MEDICAL CLINIC	45,413	0	45,413	45,413	NO CHANGE
SENIOR RESIDENTIAL	74,981	0	74,981	74,981	NO CHANGE
ALL OTHER USES COMBINED	69,309	5,426	63,883	69,309	NO CHANGE
TOTAL	726,564	269,838	456,726	726,564	

\*CHILDCARE AREA INCREASED TO MEET NEEDS OF 50 CHILDREN

\*\*AMENITY AREA HAS BEEN EXCLUDED FROM FSR. AMENITY INCREASED TOMEET NEEDS OF PHASE 1 RESIDENTIAL USE



WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC

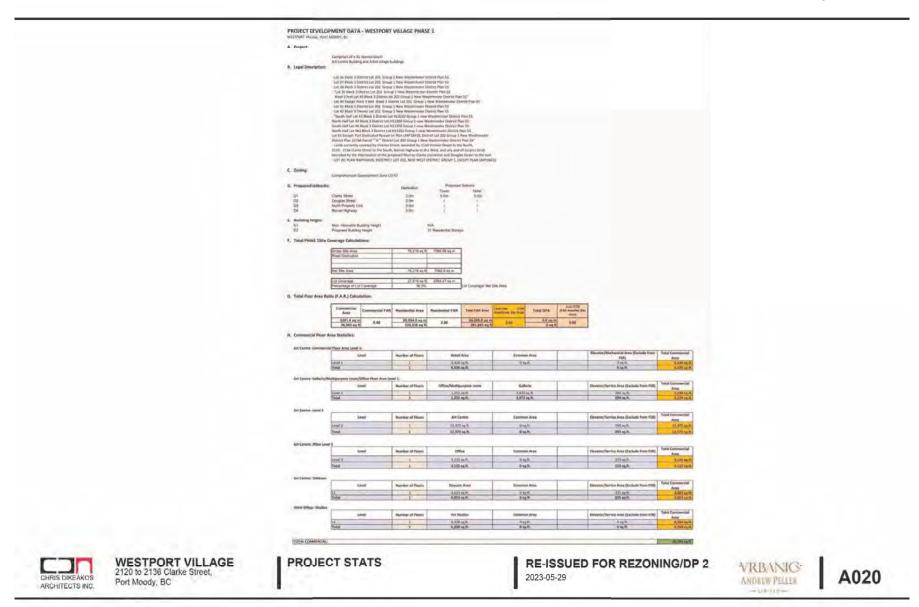
**PROJECT STATS** 

12" = "-0"

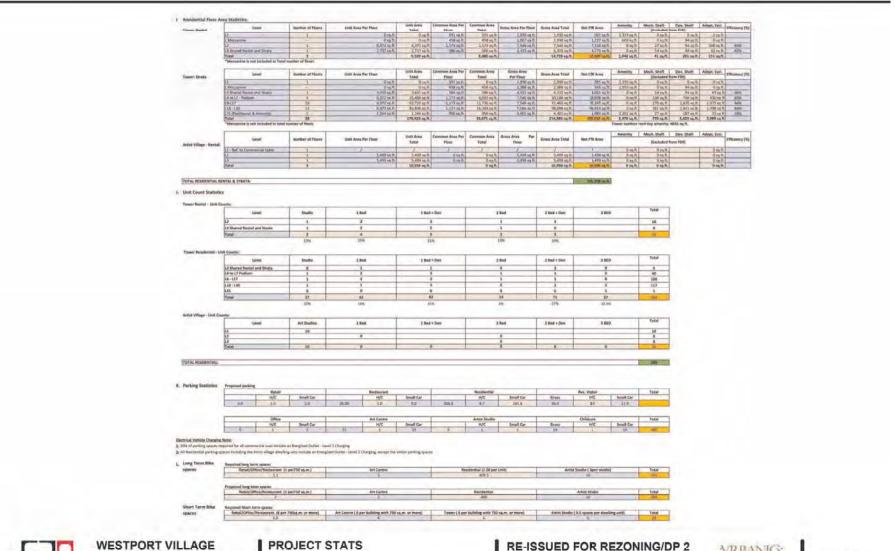
**RE-ISSUED FOR REZONING/DP 2** 

2023-05-29





Attachment 6





2120 to 2136 Clarke Street, Port Moody, BC

2023-05-29



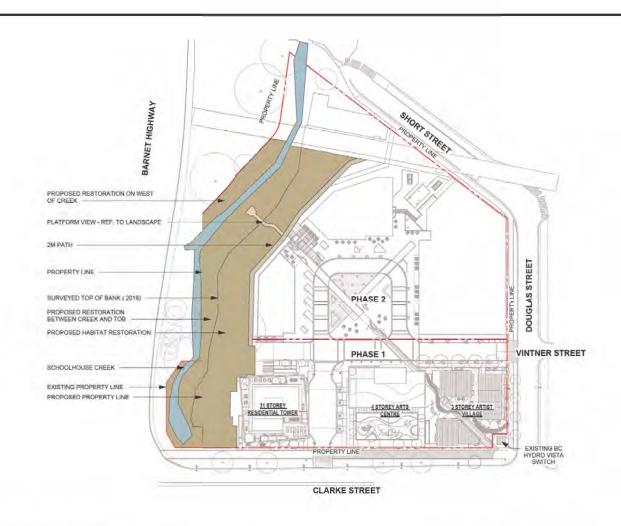
331





332

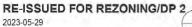
Attachment 6



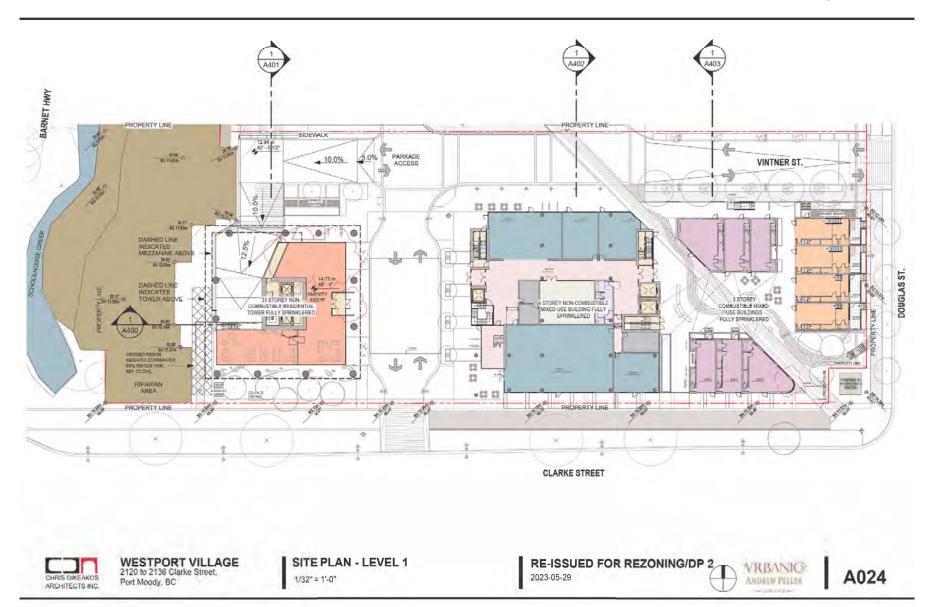


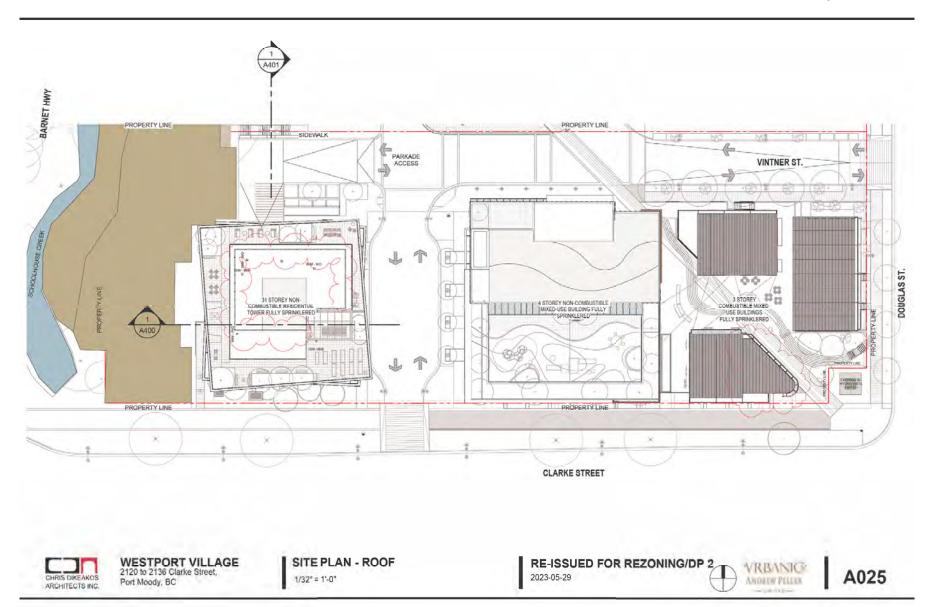
WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC

CONTEXT PLAN 1" = 80'-0"

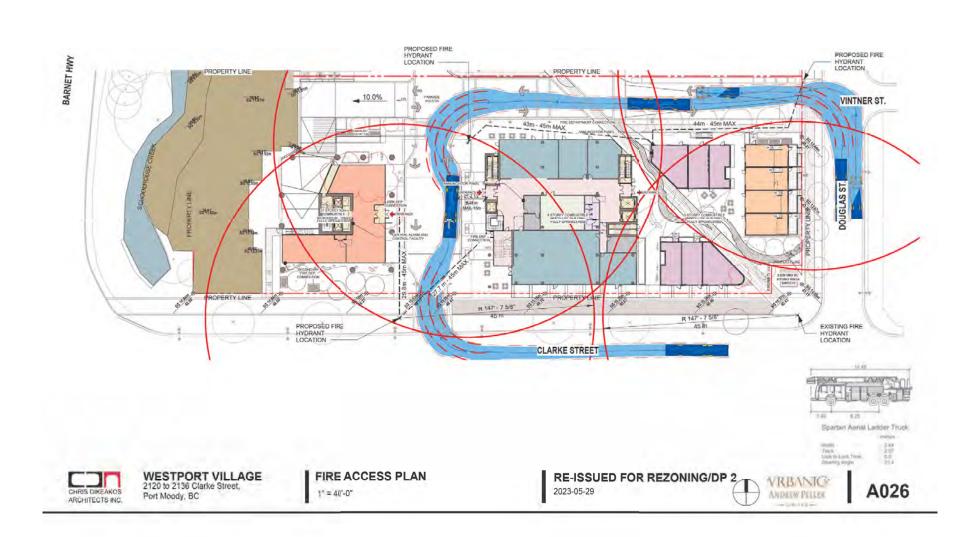


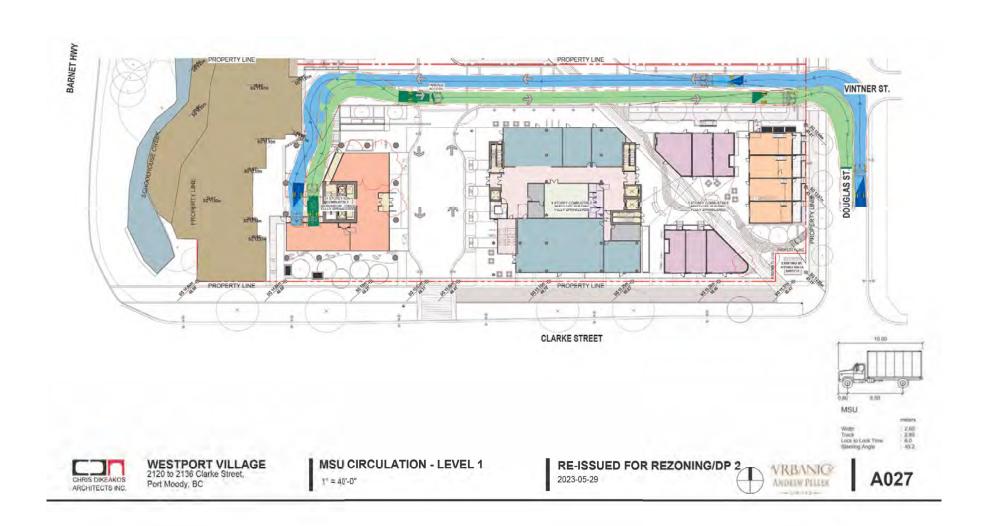




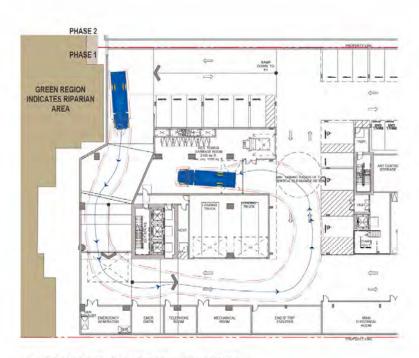


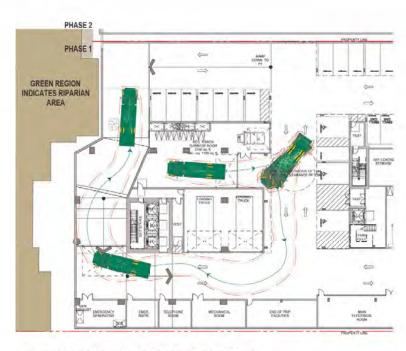
<sup>5</sup> Attachment 6





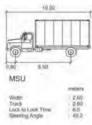
Attachment 6





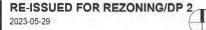
① SWEPT PATH - MSU INBOND - RES. GARBAGE 1" = 30'-0"

SWEPT PATH - MSU OUTBOND - RES. GARBAGE 1" = 30'-0"



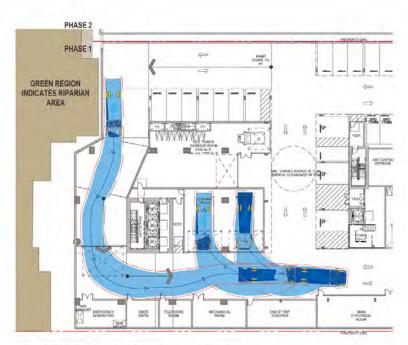


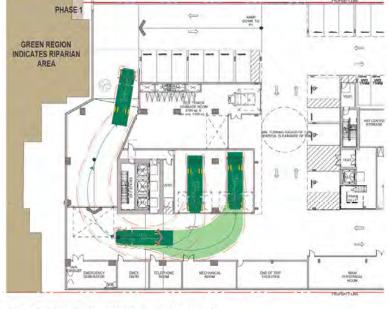
WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC MSU - RES. TOWER GARBAGE





Attachment 6





SWEPT PATH - MSU INBOND - RES. LOADING 1" = 30'-0"

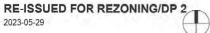
2 SWEPT PATH - MSU OUTBOND - RES. LOADING 1" = 30'-0"

PHASE 2

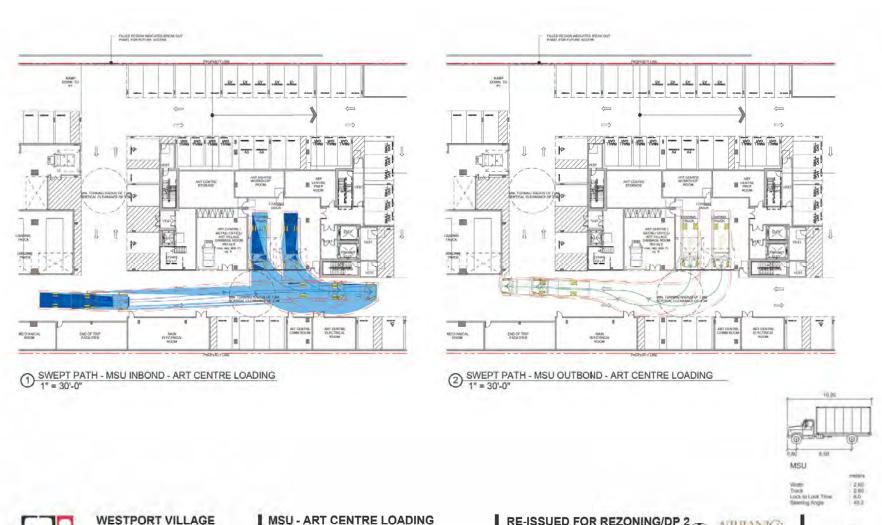


WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC

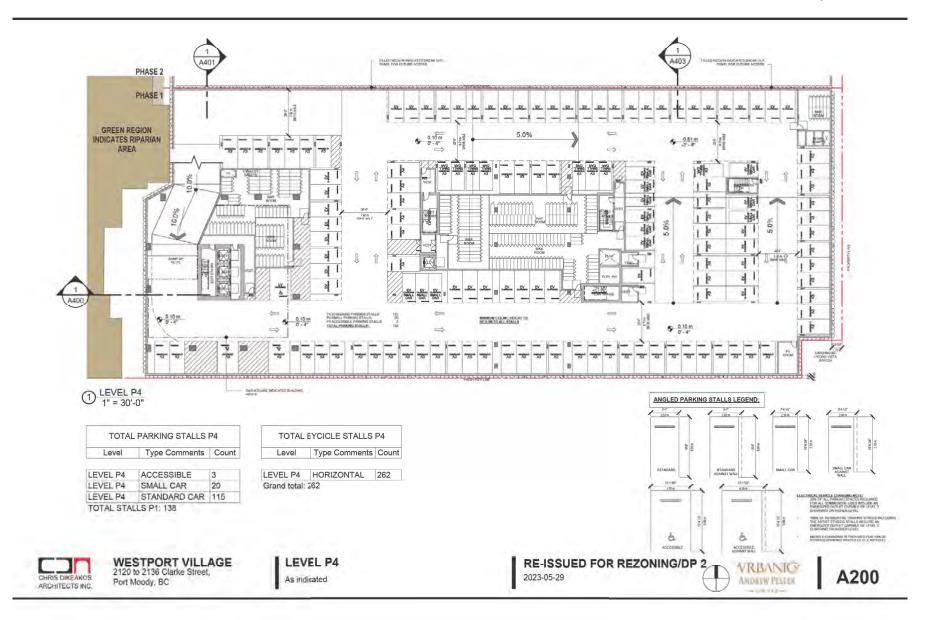
MSU - RES. TOWER LOADING 1" = 30'-0"

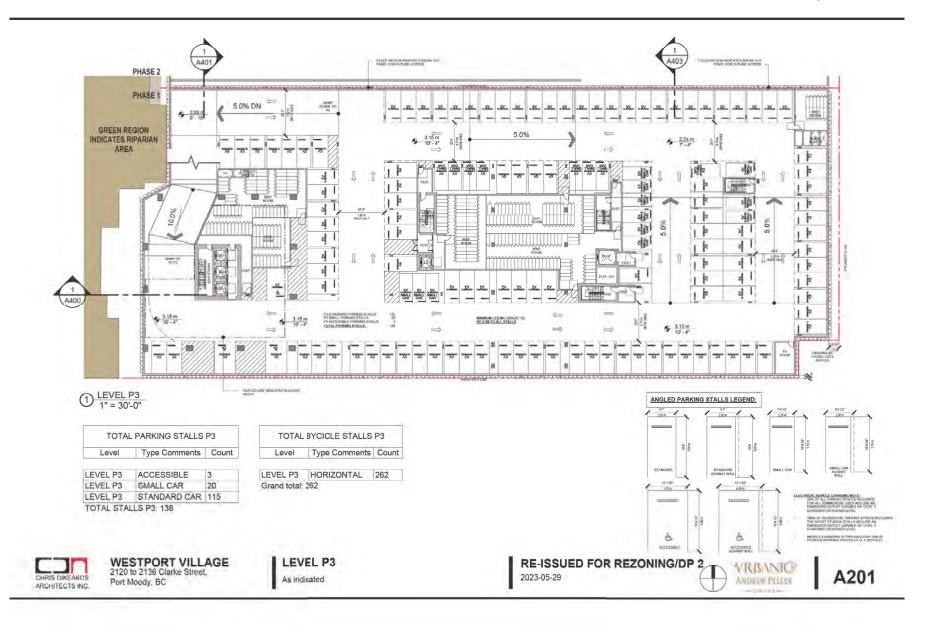


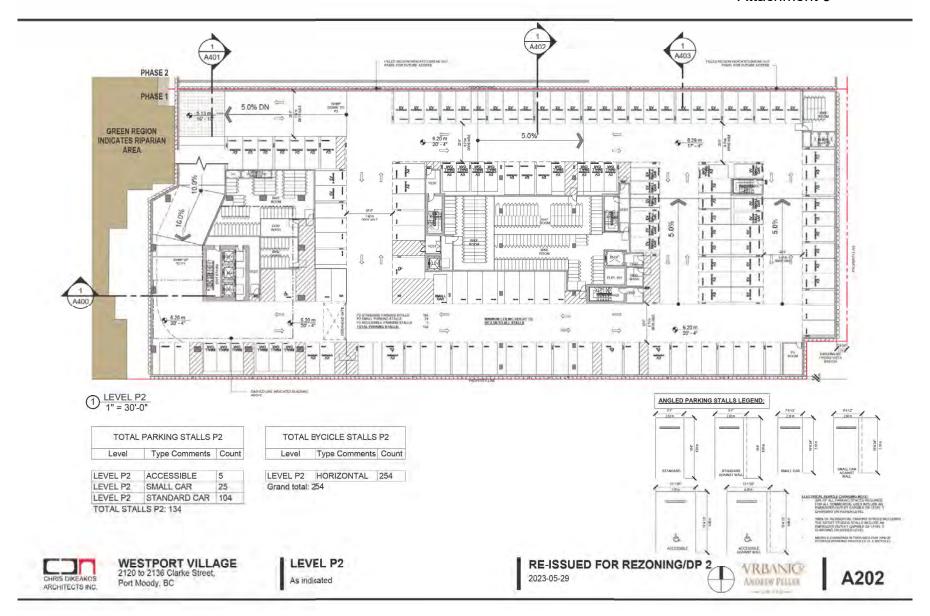


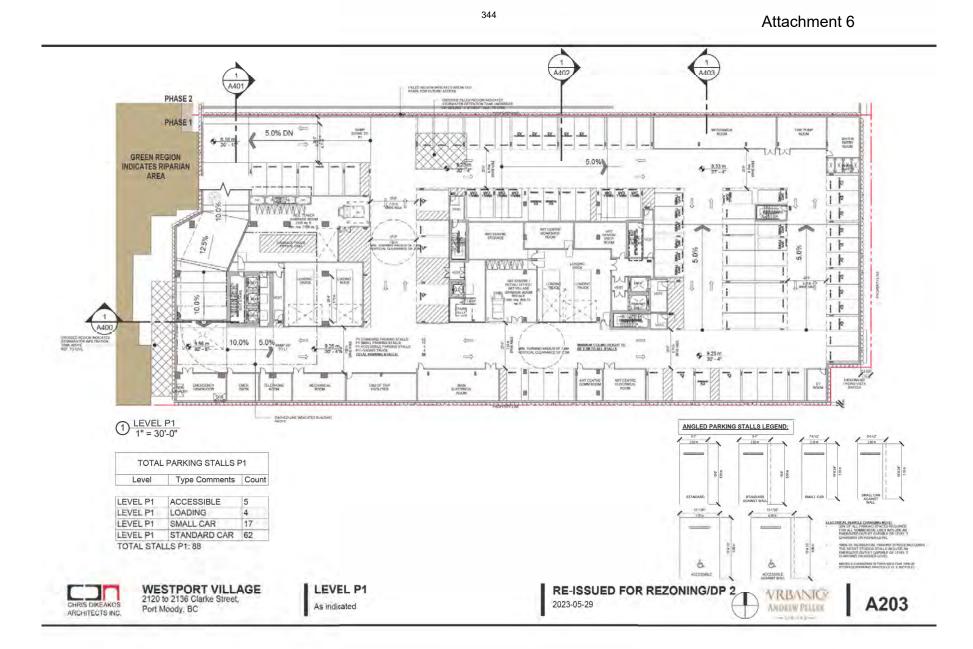


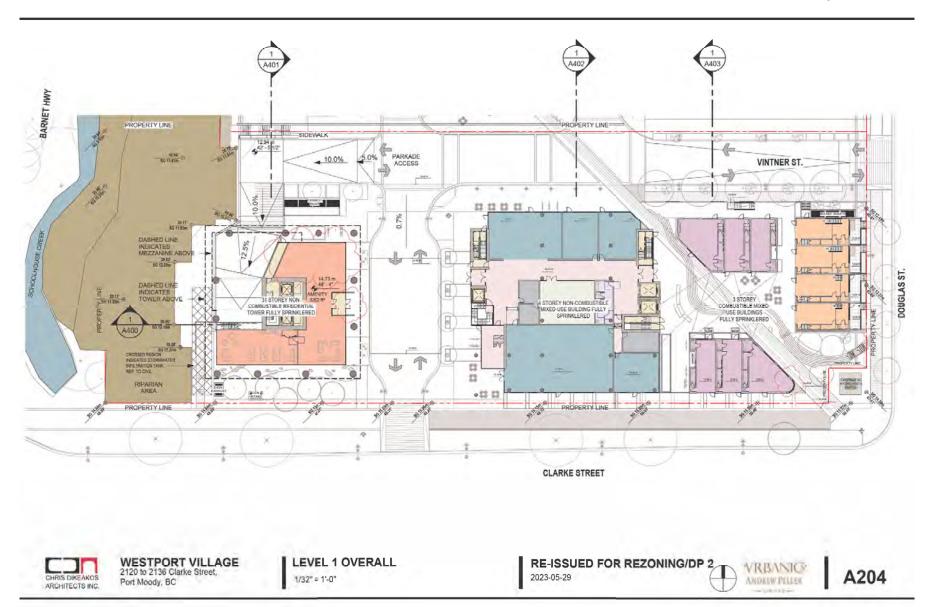




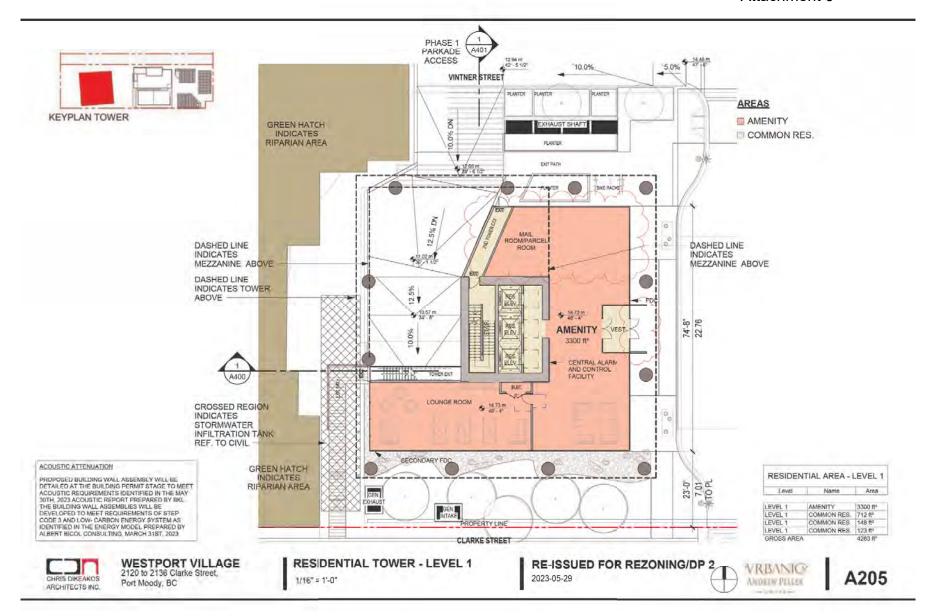




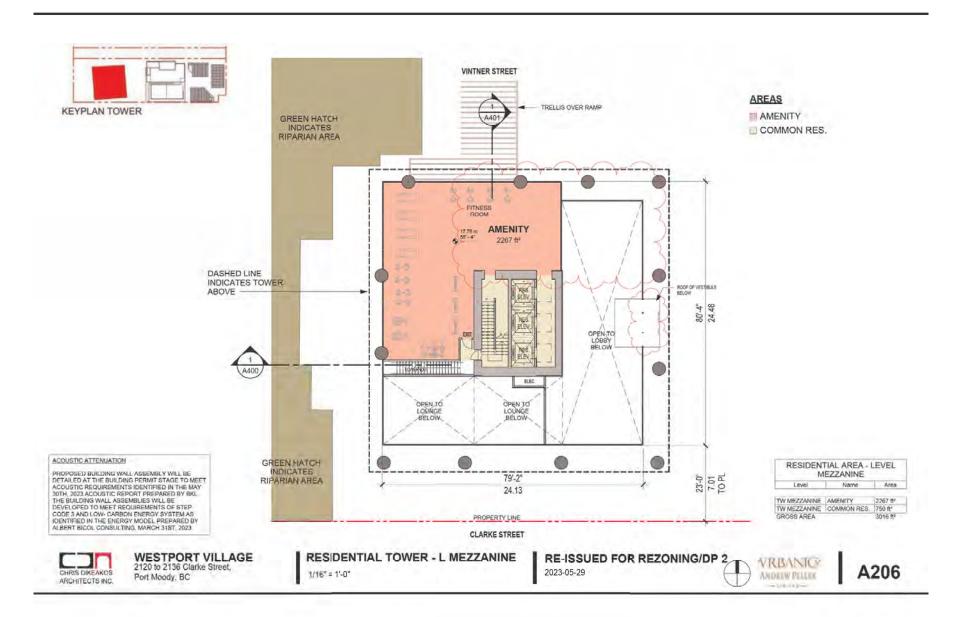


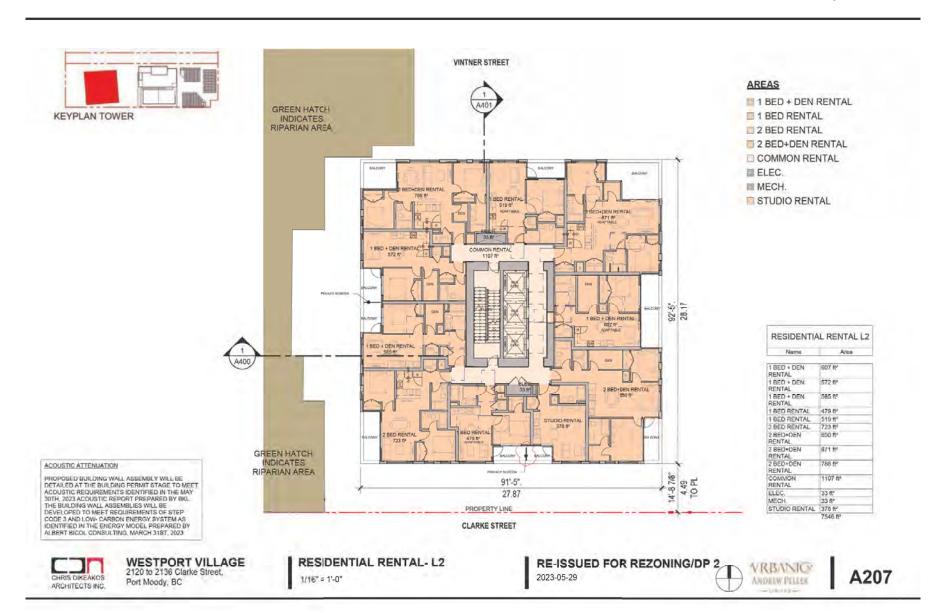


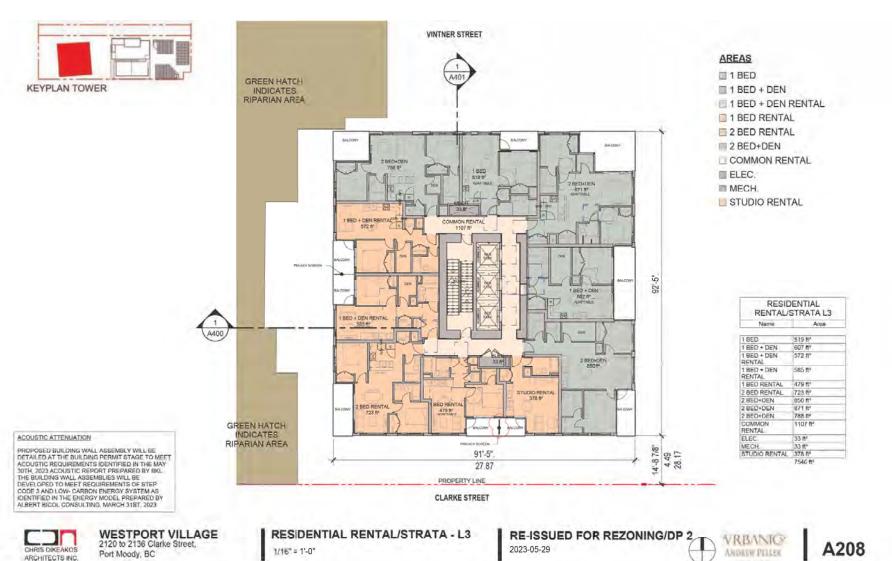
346



347



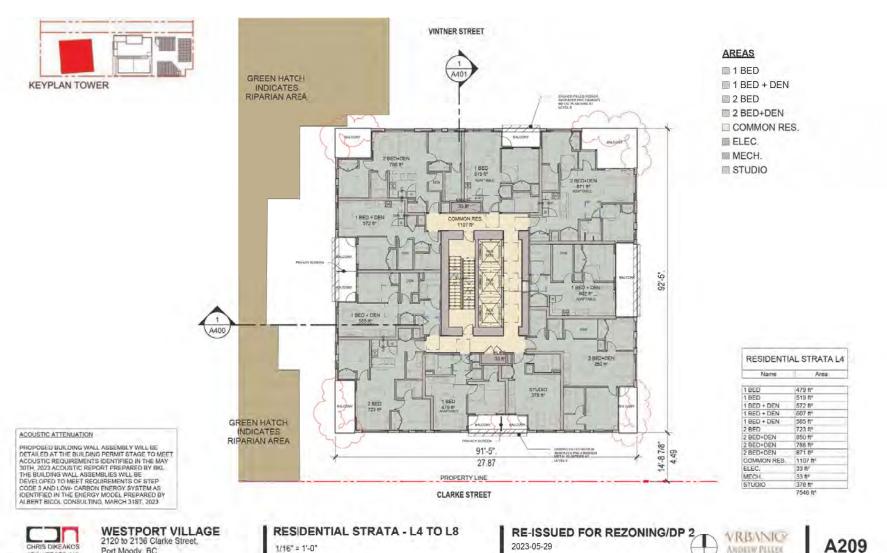






350

Attachment 6

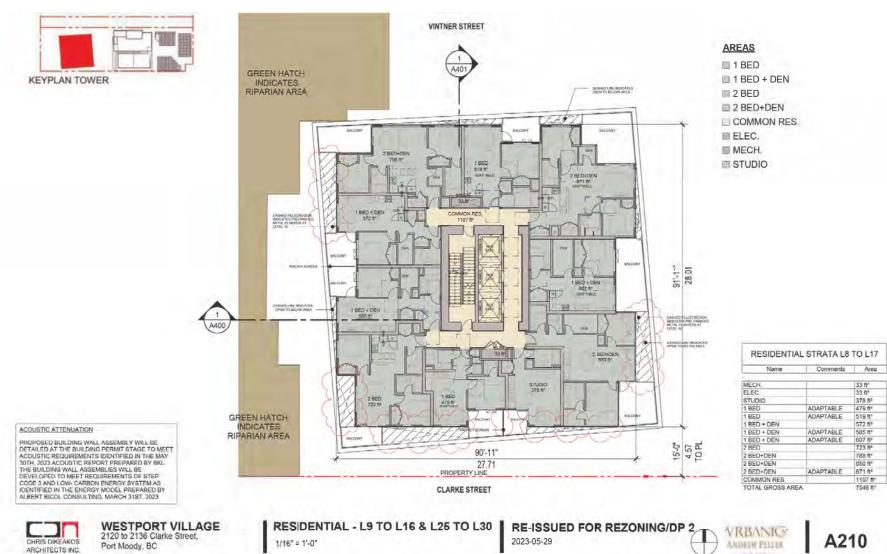


ARCHITECTS INC.

Port Moody, BC

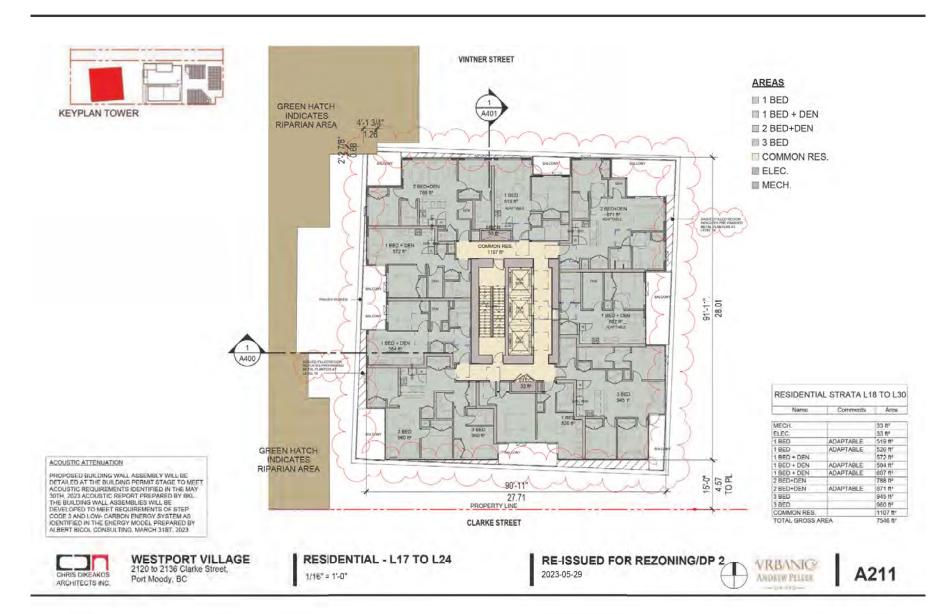


351

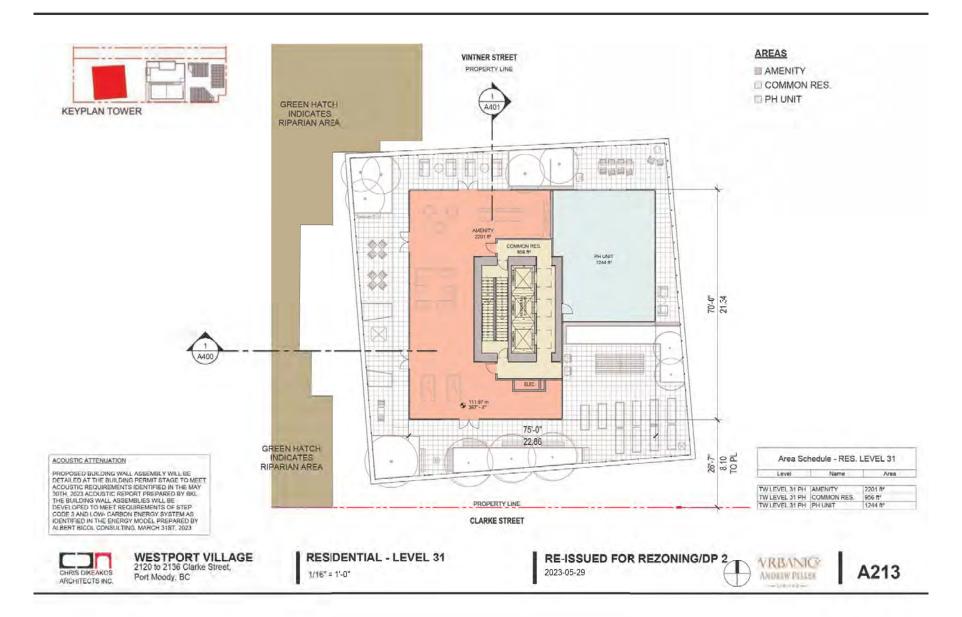


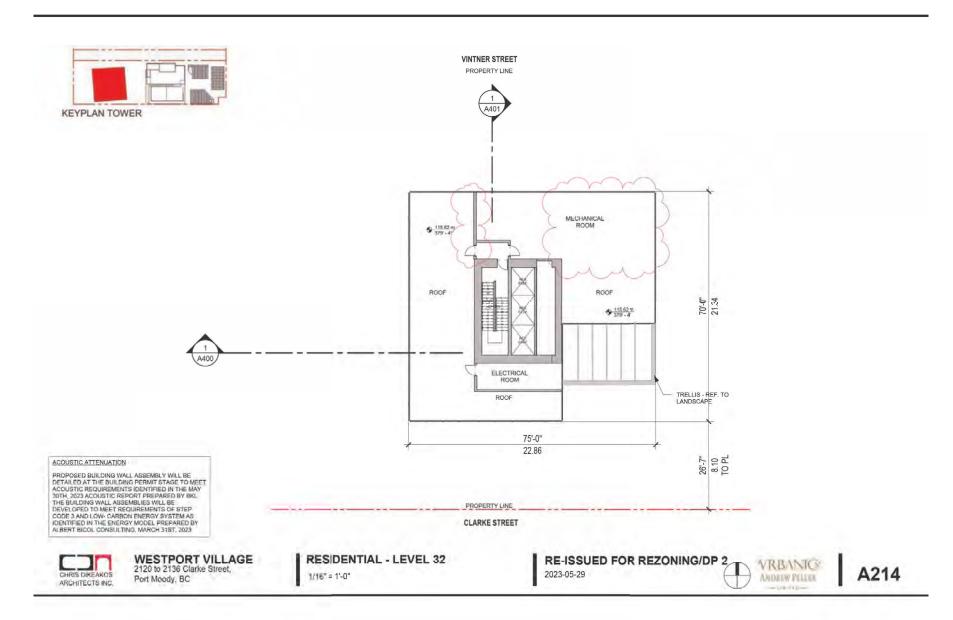


352

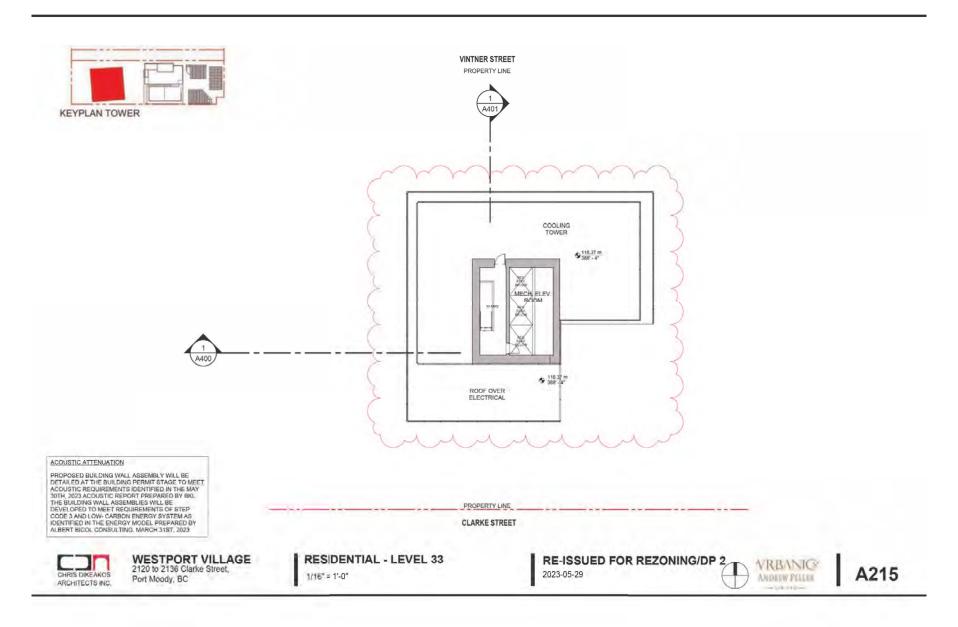


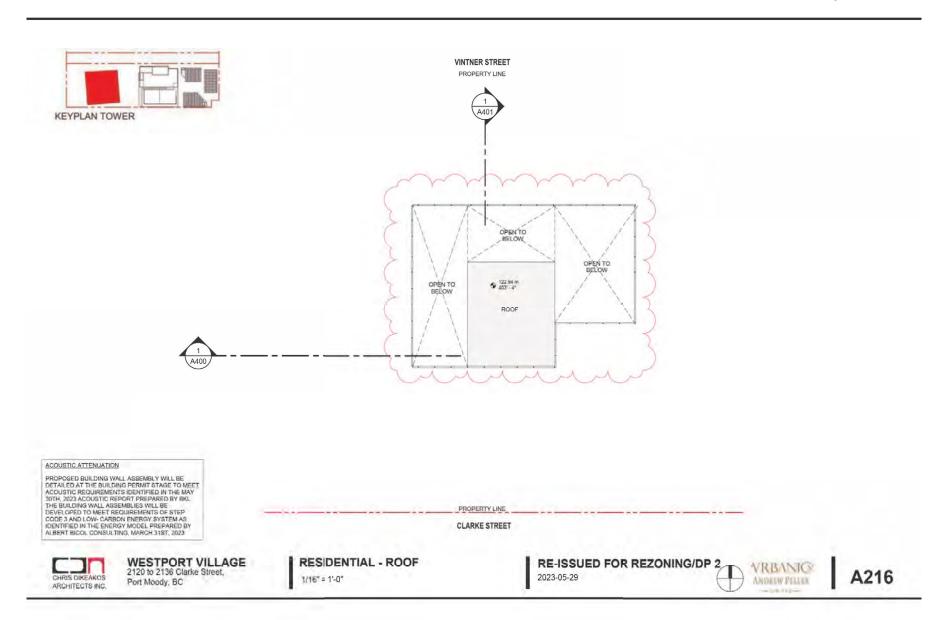
353



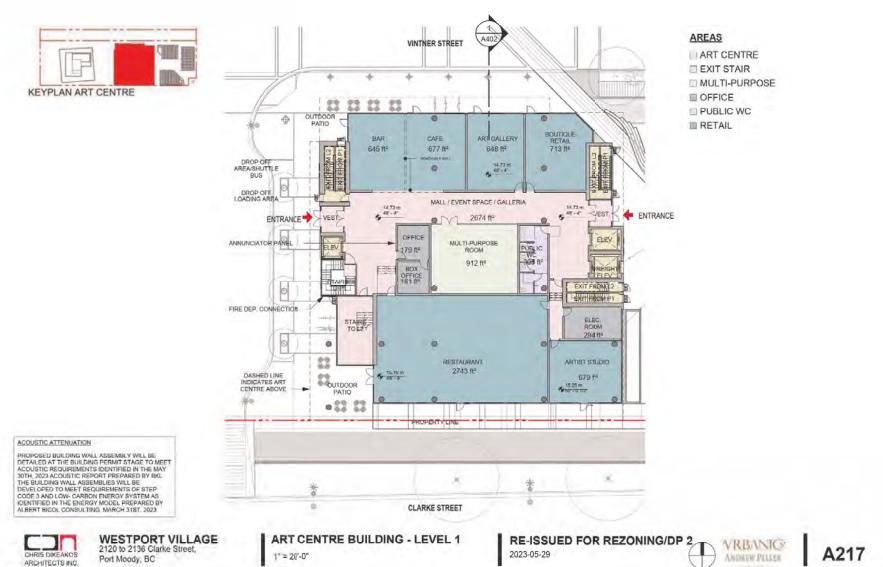


355



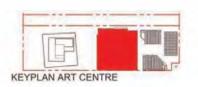


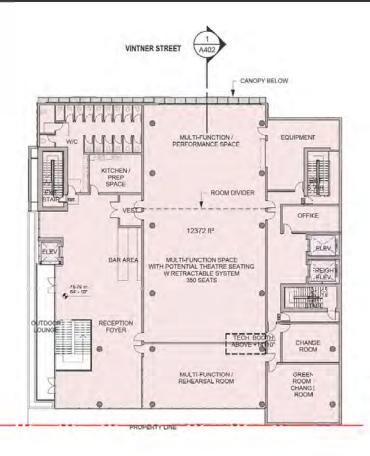
357





Attachment 6





#### REQUIRED NUMBER OF WASHROOMS ( FOR LEVEL 2 OCCUPANTS):

PER TABLE 3.7.2.2-a, ASSUMING 501-600 PERSONS:

5 MALE + 10 FEMALE + 1 UNIVERSAL WASHROOM, OR
 15 GENDER NEUTRAL + 1 UNIVERSAL WASHROOM

#### ACOUSTIC ATTENUATION

PROPOSED BUILDING WALL ASSEMBLY WILL BE DETAILED AT THE BUILDING PERMIT STAGE TO MEST ACOUSTIC REQUIREMENTS IDENTIFIED IN THE MAY 30TH, 2023 ACOUSTIC REPORT PREPARED BY BIK. THE BUILDING WALL ASSEMBLIES WILL STEP DEVELOPED TO MEET REQUIREMENTS OF STEP CODE 3 AND LOW-CARRON ENERGY SYSTEM AS IDENTIFIED IN THE ENERGY MODEL PREPARED BY ALBERT BICOL CONSULTAND, MARCH 31ST, 2023



WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC **ART CENTRE BUILDING - LEVEL 2** 

**CLARKE STREET** 

1" = 20'-0"

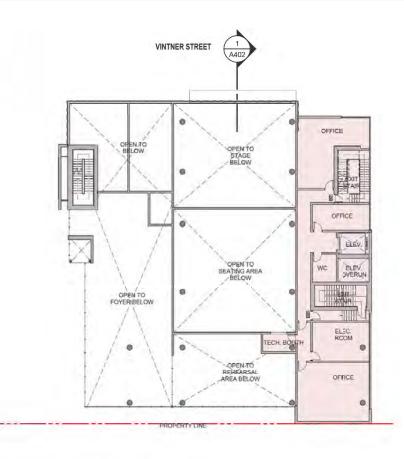
RE-ISSUED FOR REZONING/DP 2 2023-05-29



BANICS:

Attachment 6





**CLARKE STREET** 

#### ACOUSTIC ATTENUATION

PROPOSED BUILDING WALL ASSEMBLY WILL BE DETAILED AT THE BUILDING PERMIT STAGE TO MEET ACOUSTIC REQUIREMENTS IDENTIFIED IN THE MAY 30TH, 2023 ACOUSTIC REPORT PREPARED BY BKL. THE BUILDING WALL ASSEMBLIES WILL BE DEVELOPED TO MEET REQUIREMENTS OF STEP CODE 3 AND LOW- CARBON ENERGY SYSTEM AS IDENTIFIED IN THE ENERGY MODEL PREPARED BY ALBERT BICOL CONSULTING, MARCH 318T, 2023.

ARCHITECTS INC.

WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC

**ART CENTRE BUILDING - LEVEL 3** 

1" = 20'-0"



360

Attachment 6



VINTNER STREET

A402

MECHANICAL AREA

PLEC ROOM

NAP

ROOM

STOR

ROOM

STOR

RECEPTION

AREA

AREA

AREA

ACTIVITIES

ACTIVITIES

PROCEPTION

CUBBIES

ACTIVITIES

ACTIVITIES

ACTIVITIES

ACTIVITIES

PROCEPTION

CUBBIES

ACTIVITIES

ACTIVITIES

ACTIVITIES

ACTIVITIES

PROCEPTION

CUBBIES

ACTIVITIES

ACT

**CLARKE STREET** 

DAYCARE OCCUPANT LOAD: 50 CHILDREN 10 EMPLOYEES

#### ACOUSTIC ATTENUATION

PROPOSED BUILDING WALL ASSEMBLY WILL BE DETAILED AT THE BUILDING PERMIT STAGE TO MEET ACOUSTIC REQUIREMENTS IDENTIFIED IN THE MAY 30TH, 2023 ACOUSTIC REPORT PREPARED BY BIX, THE BUILDING WALL ASSEMBLIES WILL BE DEVELOPED TO MEET REQUIREMENTS OF STEP CODE 3 AND LOW- CARBON ENERGY SYSTEM AS IDENTIFIED IN THE ENERGY MODEL PREPARED BY ALBERT BIOCO, CONSULTING, MARCH 315T, 2023.



WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC ART CENTRE BUILDING - LEVEL 4

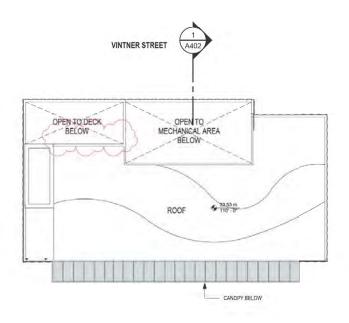
1" = 20'-0"

RE-ISSUED FOR REZONING/DP 2 2023-05-29



Attachment 6





#### ACOUSTIC ATTENUATION

PROPOSED BUILDING WALL ASSEMBLY WILL BE DETAILED AT THE BUILDING PERMIT STAGE TO MEET ACOUSTIC REQUIREMENTS IDENTIFIED IN THE MAY 30TH, 2023 ACOUSTIC REPORT PREPARED BY BIL. THE BUILDING WALL ASSEMBLES WILL BE DEVALOPED TO MEET REQUIREMENTS OF STEP CODE 3 AND LOW-CARRON ENERGY SYSTEM AS IDENTIFIED IN THE ENERGY MORE PREPARED BY ALBERT BICOL CONSULTRY, MARCH 315T, 2023.

CHRIS DIKEAKOS ARCHITECTS INC. WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC ART CENTRE BUILDING - ROOF

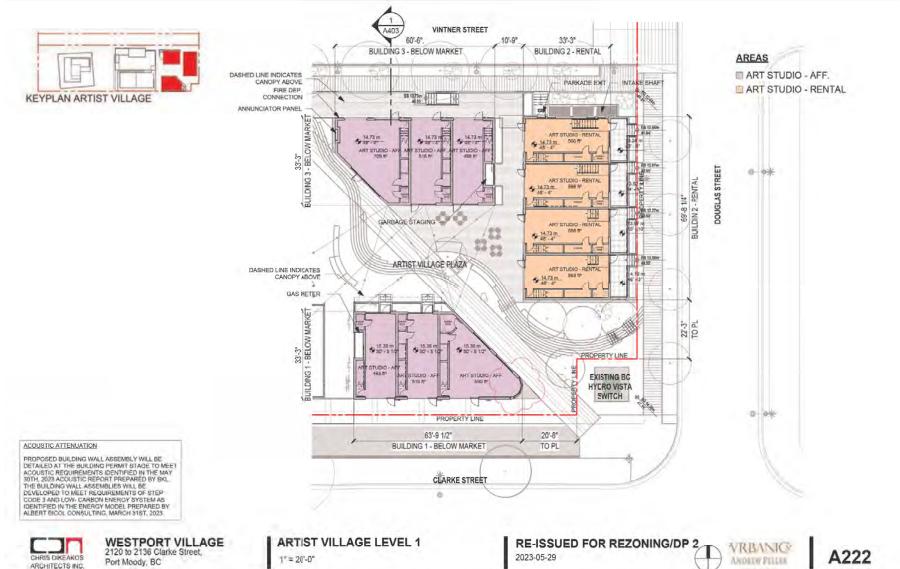
**CLARKE STREET** 

1" = 20'-0"

RE-ISSUED FOR REZONING/DP 2

2023-05-29



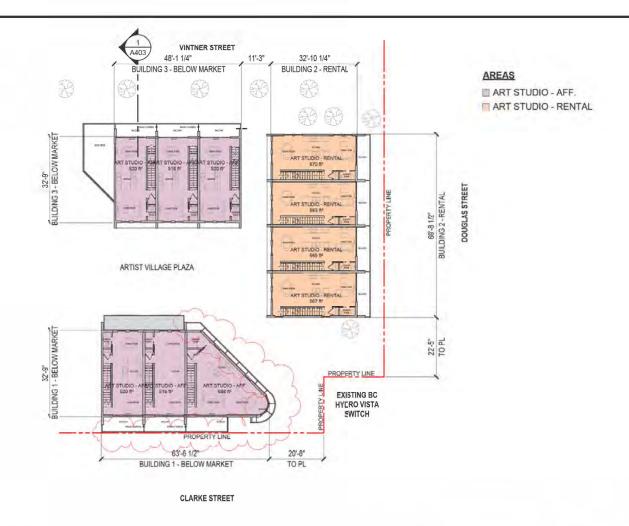




363

Attachment 6





#### ACOUSTIC ATTENUATION

PROPOSED BUILDING WALL ASSEMBLY WILL BE DETAILED AT THE BUILDING PERMIT STAGE TO MEET ACOUSTIC REQUIREMENTS IDENTIFIED IN THE MAY 30TH, 2023 ACOUSTIC REPORT PREPARED BY BILL. THE BUILDING WALL ASSEMBLES WILL BE DEVELOPED TO MEET REQUIREMENTS OF STEP CODE 3 AND LOW-CARRON ENERGY SYSTEM AS IDENTIFIED IN THE ENERGY MODEL PREPARED BY ALBERT BICOL CONSULTRING, MARCH 315T, 2023.



WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC **ARTIST VILLAGE - LEVEL 2** 

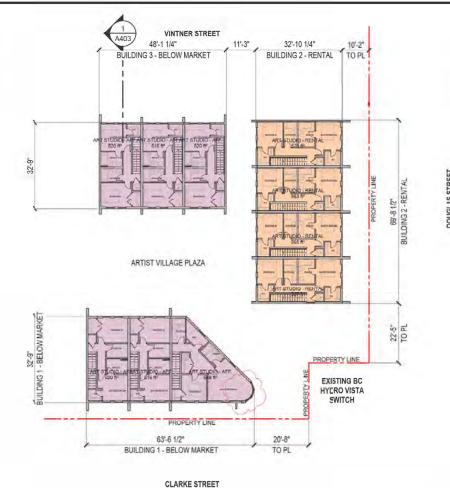
1" = 20'-0"

RE-ISSUED FOR REZONING/DP 2 2023-05-29



Attachment 6





#### **AREAS**

ART STUDIO - AFF. ART STUDIO - RENTAL

#### ACOUSTIC ATTENUATION

PROPOSED BUILDING WALL ASSEMBLY WILL BE DETAILED AT THE BUILDING PERMIT STAGE TO MEET ACOUSTIC REQUIREMENTS IDENTIFIED IN THE MAY 30TH, 2023 ACOUSTIC REPORT PREPARED BY BKI. THE BUILDING WALL ASSEMBLIES WILL BE DEVELOPED TO MEET REQUIREMENTS OF STEP CODE 3 AND LOW- CARBON ENERGY SYSTEM AS IDENTIFIED IN THE ENERGY MODEL PREPARED BY ALBERT BICOL CONSULTING, MARCH 318T, 2023.



WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC

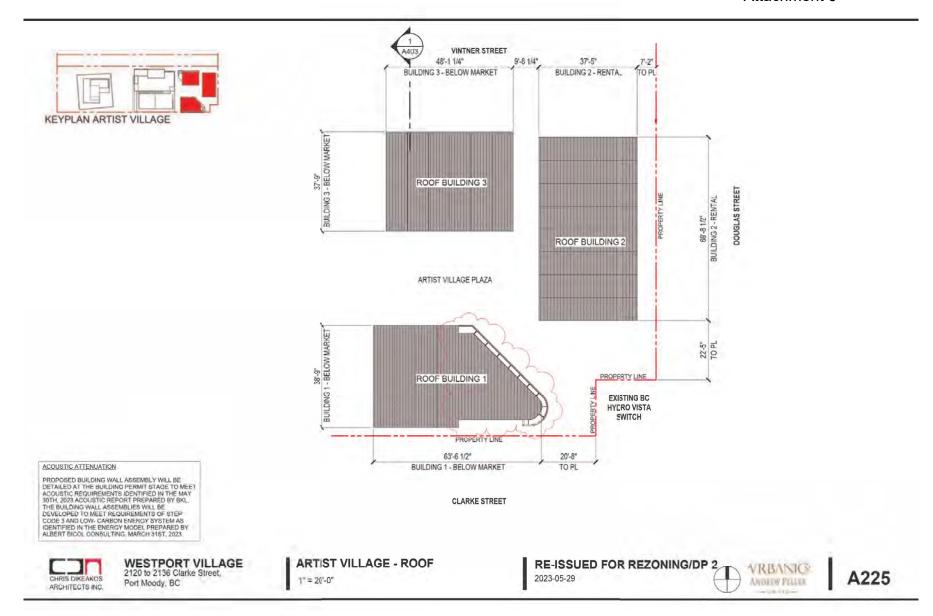
**ARTIST VILLAGE - LEVEL 3** 

1" = 20'-0"

**RE-ISSUED FOR REZONING/DP 2** 2023-05-29



365



Attachment 6

VISION GLASS NOTE: MARKING ON GLASS TO MINIMIZE BIRD COLLISION AND REFLECTION



#### MATERIALS LEGEND - TOWER

- 1 ALUMINUM MULLION WHITE (AL-01)
- 2 ALUMINUM MULLION CHARCOAL (AL-02)
- 3 VISION GLASS (GL-01)
- 4 SPANDREL GLASS WHITE (GL-02)
- 5 SPANDREL GLASS CORTEN (GL-03)
- 6 SPANDREL GLASS CHARCOAL (GL-04)
- 7 METAL PANEL CHARCOAL (ML-01)
- 8 METAL PANEL WHITE (ML-02)
- 9 PRE-FINISHED METAL PLANTER BOX (ML-03)
- 10 METAL AND GLASS RAILING (GL-04)
- 11 BRICK CHARCOAL (MS-01)
- 12 LONGBOARD METAL SOFFIT WOOD GRAIN (S-01)

ACQUISTIC ATTENUATION

PROPOSED BUILDING WALL ASSEMBLY WILL BE DETAILED AT THE BUILDING PERMIT STAGE TO MEET ACOUSTIC REQUIREMENTS IDENTIFIED IN THE MAY 30TH, 2023 ACOUSTIC REPORT PREPARED BY BKI. THE BUILDING WALL ASSEMBLIES WILL DESCRIPTION OF STEP COOE 3 AND LOW-CARROON ENERGY SYSTEM AS IDENTIFIED IN THE ENERGY MODEL PREPARED BY ALBERT BIOCI, CONSULTING, MARCH 31ST, 2023.





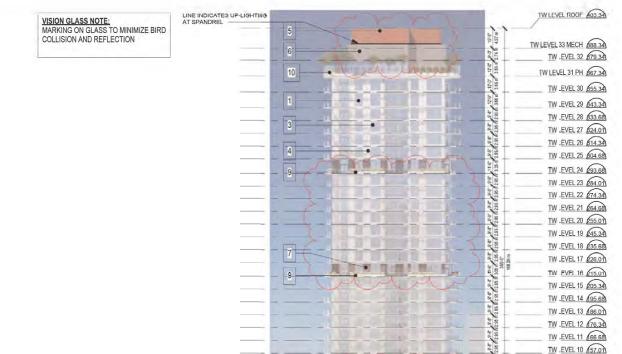
WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC TOWER - NORTH ELEVATION
As indicated

RE-ISSUED FOR REZONING/DP 2 2023-05-29



367

#### Attachment 6

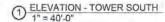


#### MATERIALS LEGEND - TOWER

- 1 ALUMINUM MULLION WHITE (AL-01)
- 2 ALUMINUM MULLION CHARCOAL (AL-02)
- 3 VISION GLASS (GL-01)
- 4 SPANDREL GLASS WHITE (GL-02)
- 5 SPANDREL GLASS CORTEN (GL-03)
- 6 SPANDREL GLASS CHARCOAL (GL-04)
- 7 METAL PANEL CHARCOAL (ML-01)
- 8 METAL PANEL WHITE (ML-02)
- 9 PRE-FINISHED METAL PLANTER BOX (ML-03)
- 10 METAL AND GLASS RAILING (GL-04)
- 11 BRICK CHARCOAL (MS-01)
- 12 LONGBOARD METAL SOFFIT WOOD GRAIN (S-01)

#### ACQUISTIC ATTENUATION

PROPOSED BUILDING WALL ASSEMBLY WILL BE BETALLED AT THE BUILDING PERMIT STAGE TO MEET ACOUSTIC REGUIREMENTS IDENTIFIED IN THE MAY 30TH, 2023 ACOUSTIC REPORT PREPARED BY BKI. THE BUILDING WALL ASSEMBLIES WILL OF STEP CODE 3 AND LOW-CARBON EMERGY SYSTEM AS IDENTIFIED IN THE EMERGY MODEL PREPARED BY ALBERT BIOCL CONSULTING, MARCH 315T, 2023.





WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC TOWER - SOUTH ELEVATION

5

6

11

As indicated

RE-ISSUED FOR REZONING/DP 2

TW LEVEL 9 (47.34)
TW LEVEL 8 (36.34)

TW LEVEL 7 (26.68)

TW LEVEL 6 (17.01)

TW LEVEL 5 (07.34)

TW LEVEL 4 97.68

TW LEVEL 2 (18.34)

TW MEZZANINE (58.34)

LEVEL 1 (48.34)

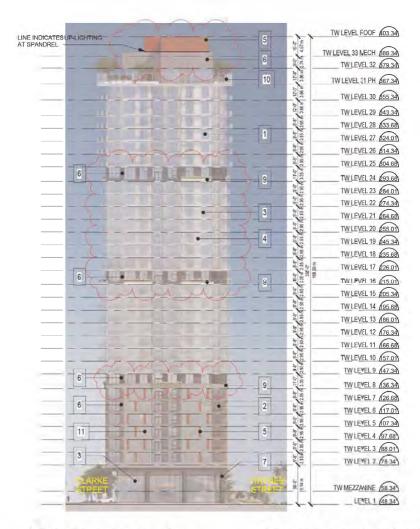
2023-05-29



368

#### Attachment 6

VISION GLASS NOTE: MARKING ON GLASS TO MINIMIZE BIRD COLLISION AND REFLECTION

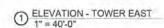


#### MATERIALS LEGEND - TOWER

- 1 ALUMINUM MULLION WHITE (AL-01)
- 2 ALUMINUM MULLION CHARCOAL (AL-02)
- 3 VISION GLASS (GL-01)
- 4 SPANDREL GLASS WHITE (GL-02)
- 5 SPANDREL GLASS CORTEN (GL-03)
- 6 SPANDREL GLASS CHARCOAL (GL-04)
- 7 METAL PANEL CHARCOAL (ML-01)
- 8 METAL PANEL WHITE (ML-02)
- 9 PRE-FINISHED METAL PLANTER BOX (ML-03)
- 10 METAL AND GLASS RAILING (GL-04)
- 11 BRICK CHARCOAL (MS-01)
- 12 LONGBOARD METAL SOFFIT WOOD GRAIN (S-01)

#### ACQUISTIC ATTENUATION

PROPOSED BUILDING WALL ASSEMBLY WILL BE BETALLED AT THE BUILDING PERMIT STAGE TO MEET ACOUSTIC REGUIREMENTS IDENTIFIED IN THE MAY 30TH, 2023 ACOUSTIC REPORT PREPARED BY BKI. THE BUILDING WALL ASSEMBLIES WILL OF STEP EDEVELOPED TO MEET REGUIREMENTS OF STEP CODE 3 AND LOW-CARBON ENERGY SYSTEM AS IDENTIFIED IN THE ENERGY MODEL PREPARED BY ALBERT BIOCL CONSULTING, MARCH 315T, 2023.





WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC TOWER - EAST ELEVATION
As indicated

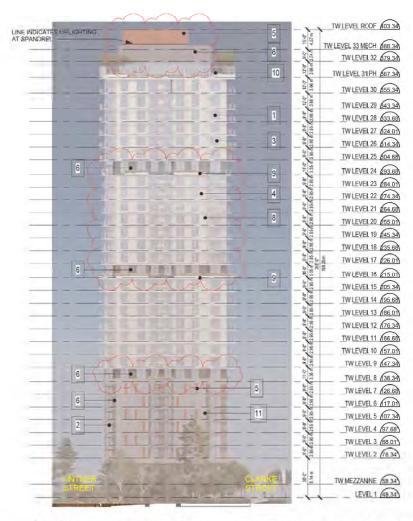
RE-ISSUED FOR REZONING/DP 2 2023-05-29



369

Attachment 6

VISION GLASS NOTE: MARKING ON GLASS TO MINIMIZE BIRD COLLISION AND REFLECTION

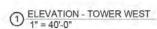


#### MATERIALS LEGEND - TOWER

- 1 ALUMINUM MULLION WHITE (AL-01)
- 2 ALUMINUM MULLION CHARCOAL (AL-02)
- 3 VISION GLASS (GL-01)
- 4 SPANDREL GLASS WHITE (GL-02)
- 5 SPANDREL GLASS CORTEN (GL-03)
- 6 SPANDREL GLASS CHARCOAL (GL-04)
- 7 METAL PANEL CHARCOAL (ML-01)
- 8 METAL PANEL WHITE (ML-02)
- 9 PRE-FINISHED METAL PLANTER BOX (ML-03)
- 10 METAL AND GLASS RAILING (GL-04)
- 11 BRICK CHARCOAL (MS-01)
- 12 LONGBOARD METAL SOFFIT WOOD GRAIN (S-01)

#### ACCUSTIC ATTENUATION

PROPOSED BUILDING WALL ASSEMBLY WILL BE DETAILED AT THE BUILDING PERMIT STAGE TO MEET ACOUSTIC REGUIREMENTS IDENTIFIED IN THE MAY 30TH, 2023 ACOUSTIC REPORT PREPARED BY BKI. THE BUILDING WALL ASSEMBLIES WILL BY STEP CODE 3 AND LOW- CARBON ENERGY SYSTEM AS IDENTIFIED IN THE ENERGY MODEL, PREPARED BY ALBERT BIOCL CONSULTING, MARCH 31ST, 2023.

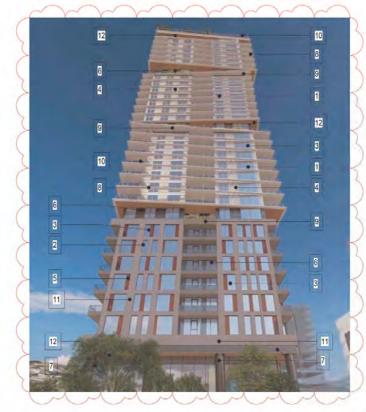




WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC TOWER - WEST ELEVATION
As indicated

RE-ISSUED FOR REZONING/DP 2 2023-05-29







1 - ALUMINUM MULLION-WHITE (AL-01)



2 - ALUMINUM MULLION-CHARCOAL (AL-02)



3 - VISION GLASS (GL-01)



4 - SPANDREL GLASS - WHITE ( GL-02)



5 - SPANDREL GLASS -CORTEN (GL-03)



6 - SPANDREL GLASS -CHARCOAL (GL-04)



7 - METAL PANEL -CHARCOAL (ML-01)



8 - METAL PANEL-WHITE (ML-02)



9 - PRE-FINISHED METAL PLANTER (ML-03)



10 - METAL AND GLASS RAILING (GL-04)



11 - BRICK - CHARCOAL (MS-01)



12 - LONGBOARD METAL SOFFIT - WOOD GRAIN (S-01)





371



372



373



374







Z - METAL PANEL-CORTEN (ML-03)



2 - ALUMINUM MULLION-WHITE (AL-02)



3 - VISION GLASS (GL-01)



FROSTED (GL-02)



5 - METAL PANEL-CHARCOAL (ML-01)



6 - METAL PANEL-WHITE (ML-02)



8 - CONTOURED METAL PANEL -WHITE (ML-04)



9 - SPANDREL GLASS -CORTEN (GL-03)



10 - BRICK - CHARCOAL (MS-01)



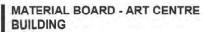
11 - METAL AND GLASS CANOPY (GL-05)



12 - LONGBOARD METAL SOFFIT - WOOD GRAIN (S-01)









**RE-ISSUED FOR REZONING/DP 2** 2023-05-29



#### Attachment 6





WESTPORT VILLAGE 2120 to 2136 Clarke Street. Port Moody, BC

ART.VILLAGE - ELEVATIONS BLDG. 1 As indicated



#### Attachment 6





WESTPORT VILLAGE 2120 to 2136 Clarke Street. Port Moody, BC

2023-05-29

**RE-ISSUED FOR REZONING/DP 2** 



378

#### Attachment 6





WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC ART. VILLAGE - ELEVATIONS BLDG. 2

Service and the Contract of the

RE-ISSUED FOR REZONING/DP 2

2023-05-29



A312

#### Attachment 6





WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC

ART. VILLAGE - ELEVATIONS BLDG. 2

As indicated

**RE-ISSUED FOR REZONING/DP 2** 





#### Attachment 6





WESTPORT VILLAGE 2120 to 2136 Clarke Street. Port Moody, BC

**ART.VILLAGE - ELEVATIONS BLDG. 3** As indicated



381

#### Attachment 6





WESTPORT VILLAGE 2120 to 2136 Clarke Street. Port Moody, BC

**ART.VILLAGE - ELEVATIONS BLDG. 3** 



382



Attachment 6





WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC

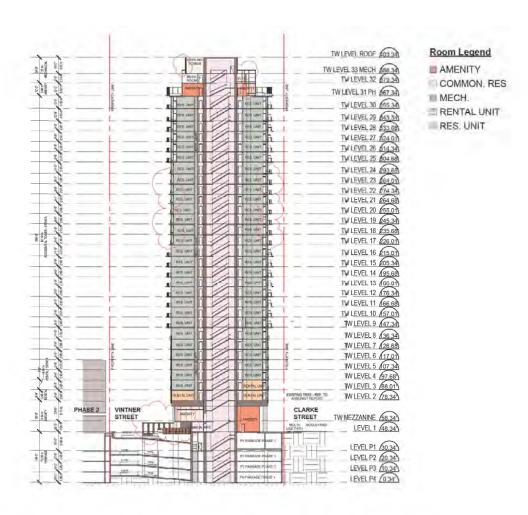








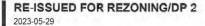
Attachment 6



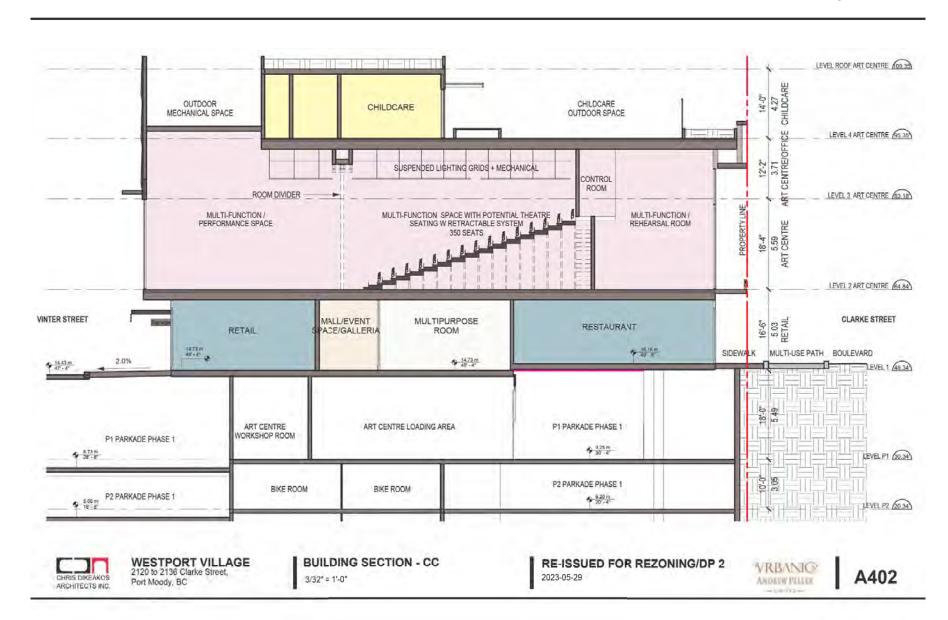


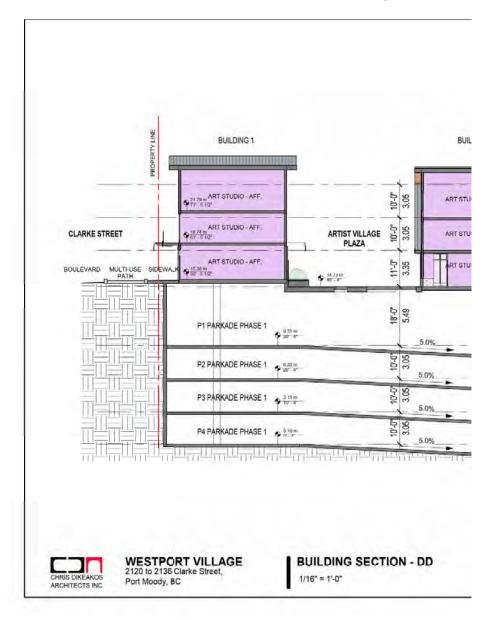
WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC BUILDING SECTION - BB

1" = 50'-0"









Attachment 6





WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC







Attachment 6





WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC



Attachment 6





WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC



Attachment 6

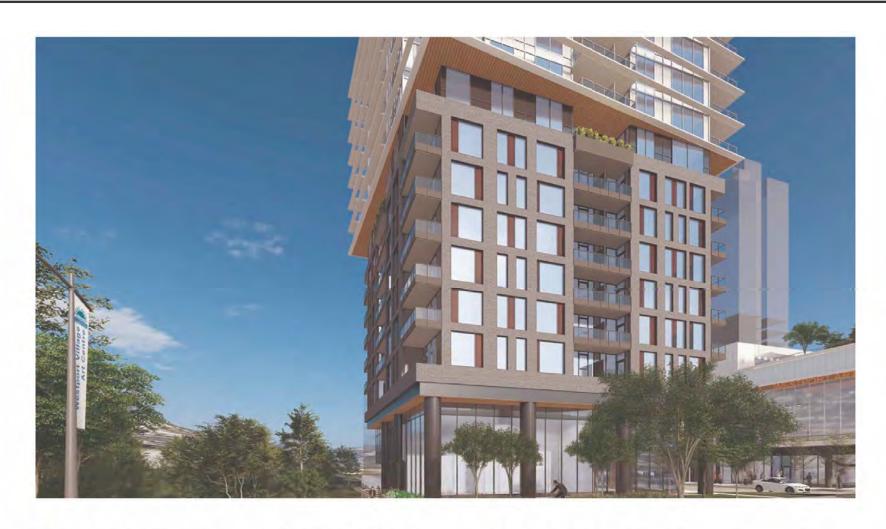




WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC



Attachment 6





WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC



Attachment 6





WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC

**RENDERING - TOWER** 











Attachment 6





WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC



























<sup>4</sup> Attachment 6

















Attachment 6



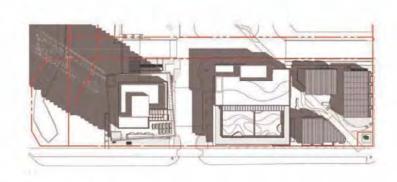


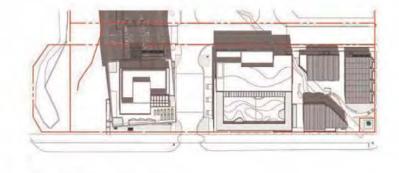
Attachment 6

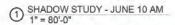


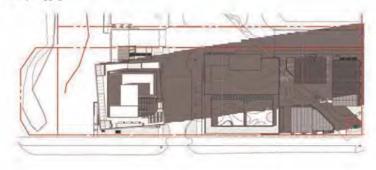


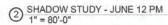
Attachment 6

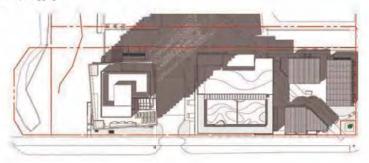




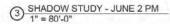








SHADOW STUDY - JUNE 4 PM 1" = 80'-0"





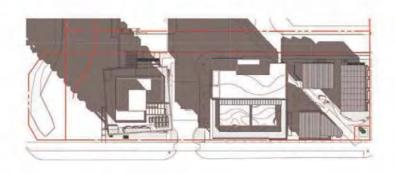
WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC SHADOW STUDIES - JUNE 1" = 80'-0" RE-ISSUED FOR REZONING/DP 2 2023-05-29

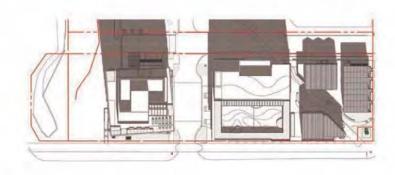


A700

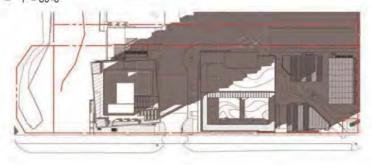
411

Attachment 6

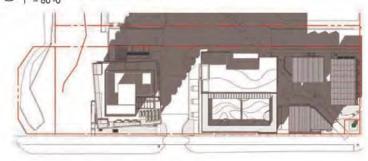




1" = 80'-0"



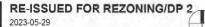
SHADOW STUDY - MARCH 12 PM 1" = 80'-0"



SHADOW STUDY - MARCH 4 PM 1" = 80'-0" 3 SHADOW STUDY - MARCH 2 PM 1" = 80'-0"



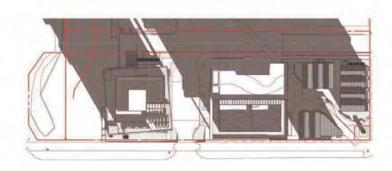
WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC SHADOW STUDIES - MARCH

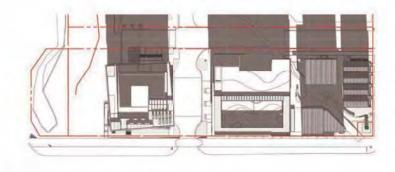




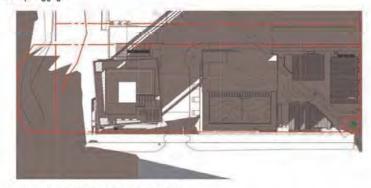
412

Attachment 6





SHADOW STUDY - DECEMBER 10 AM
1" = 80'-0"



(2) SHADOW STUDY - DECEMBER 12 AM



4 SHADOW STUDY - DECEMBER 4 PM

3 SHADOW STUDY - DECEMBER 2 PM 1" = 80'-0"

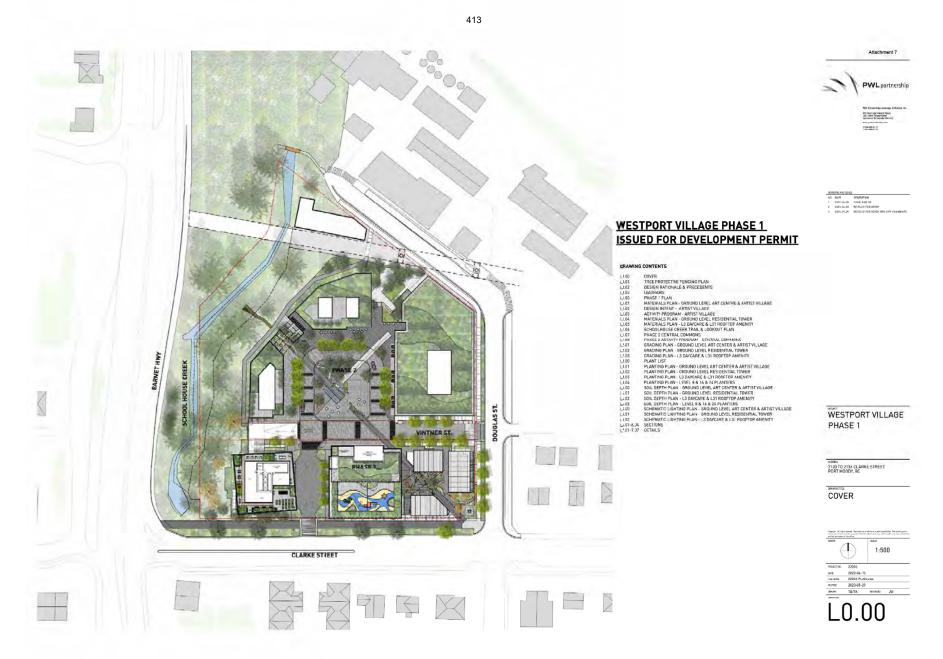


WESTPORT VILLAGE 2120 to 2136 Clarke Street, Port Moody, BC SHADOW STUDIES - DECEMBER
1" = 80'-0"

RE-ISSUED FOR REZONING/DP 2 2023-05-29



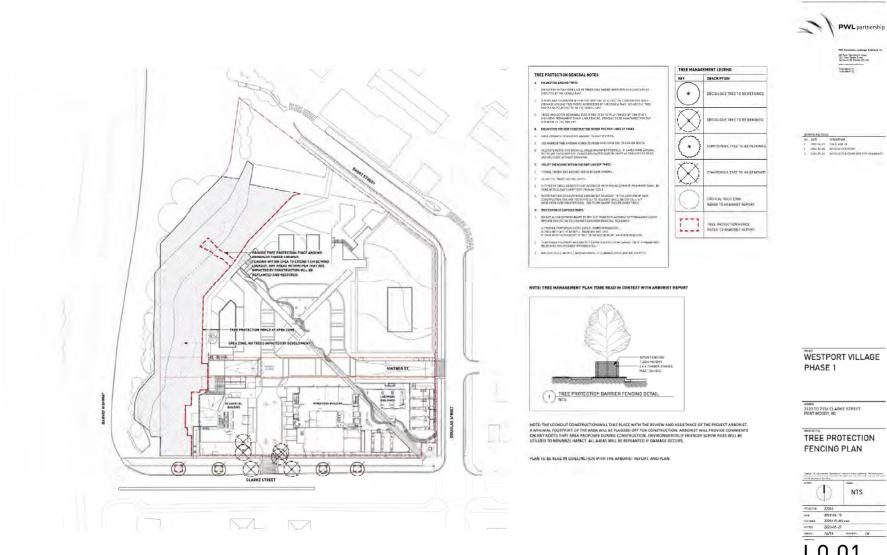
A702



Attachment 7

## Considered at the July 25, 2023, Regular Council meeting

414



L0.01

Attachment 7

PWL partnership

its flee, fact Again most UCT Wes Pander Syres sarchants BC Canada (NE 20)

### Considered at the July 25, 2023, Regular Council meeting

415

#### OPEN SPACE DESIGN PRINCIPLES AND LANDSCAPE DESIGN RATIONALE

Based on the following Overall design principles for Westport Village the open space reinforces these principles and builds on the overall story of the place. The open space and landscape help create a strong sense of place to this Gateway new community.

#### DESIGN PRINCIPLES (from Rezoning)

Westport Vitage strives to be a complete community with a variety of uses that will encourage innevation and creativity. The detailed planning of the side is based on a larger framework of site influences or areas of opportunity.

- The "Industrial area" connects the site to industrial uses and the Evergreen Line to the north.
- The "Green area" is an opportunity to connect the development to the riparian and landscape area to the west
- The "Arts Village" area is an opportunity to develop a more direct relationship with the scale and character along Clarke Street to the east the "Residential area" is the area nested between and capitalizing upon the adj

#### Open Space Design Narrative

Guided by the City's Parks and Recreation Master Plan, the project aims to connect residents and visiters to the site's unique natural environment and rich cultural

The numerous and diverse public open spaces with a mix of active and passive programs are created to provide for users of all ages. The success of this project will be the varied open spaces that offer a variety of activities, amenities, and outdoor program opportenities. These spaces work scenificably with the indoor spaces and provide a good indoor / outdoor relationship. The open spaces in Phase One relate directly to the Phase Two open spaces and have been designed to reflect the overall vision.

#### The Big Move- Connecting the City to Nature

The Central Commons area is linked to the surrounding open spaces plazas by strong directional assing expression identifying the important of the apace. This main promenace diagonally connects the Antist Village countyard at the corner of Clarke Street and Douglas Street to a Sch ool House Cirek Overhook at an upper terrace level. A set of stairs leads down to the rigarian edge and creek setback and runs into a trill that runs along the creek and ultimately connect with the Trans Canada tru to the North. At the base of the setter and below by the clookout terrace a benefit explicit explicit into the region in every priviles wir important overview of the School House Cireek and it's rigarian environment. The view point by the School house Cireek, emphasizing Port Moody's connection and important relationship between the urban environment to nature and the importance those connections play in the City's initiatives and policies. The viewpoint also provides a terminus to the promenades and a perfect location for salmon viewing.

The Artists Courtyard and Corner Gateway will be built in Phase One and are a significantly smaller scale space for the community and offer the irrst expression of The Artists Courtyard and Corner Gateway will be built in Phase One and are a significantly smaller scale space for the community and offer his limst supression of the unique open spaces designed to reinforce bringing specific openhar, providing gathering and display spaces, and places for exponence or programmed united scale events. The Corner Gateway has been expended from the reconing submission providing most light and opennoss to the out-out-year. The notion of nature is captured at the camerer which will also be an arrans to public art and signaps. The Artist Courty for it is fatishing spaces with scaling platform that can arise a nerve as small staging areas. Fixed searing offers places for people to stop and rest and enjoy the sum while they are visiting the artist live work studies. Curved stone paining with the occasionable builder and builder and builder and builder and builder and builder great buildering and provided the connection to Schall Hauses Circel. This paving element can potentially be a public art intorvention. Catenary lighting across the countyard provides a pluyful ambiance in the oveninghouse.

The Arts Centre and Day Care Entry Court will also be built in Phase One and provide a gathering space on the west side and front side of the building. This space is again a great opportunity for public art and signage along with crush space whon events are taking place. The are comment directly with the ratial spall sof space along Clarace that also connects to the Artist Centryand. The Day Care Relot Deck will provide a womenful oridized proper environment per indicate in the facility. The them of the roof top is the creek environment and play leatures and landscape expression will refer thildren and water. The pay elements an the roof fact will. be primarily of natural materials such as wood, rock, and plant materials.

The Tower Roof Top will provide the residents with a great indoor / outdoor amenity environment. A majority of the roof top serves the tower residents with a small person from the year provide me residents with a great indoor? outdoor amenty environment. A majority of the root log serves the lower residents with a small particular by particular to the provide produced under the provide produced without application provides an advantage of the provides and as a mail informat play space. The amenity area extends to all four sides of the root top so there will be great supocure and views to the visious variage points in the distance.

#### Landscape Design Rationale

The landscape design and material choices for the Westport Village Phase One reflect Port Moodys connection to nature and the arts. Materials and construction will be robust, durable and as sustainable as possible. Plant materials that are adjacent and locand closs to the creek will be native with a wide diversity of where minds, ground covers, confirmence, and decideouse, also retained in the confirmence of the confirmence

Each open space has been designed to create a unique and varied experience for the residents and visitors and contributing to the overall vision for Westport Village.

#### DESIGN INSPIRATION





#### DESIGN CHARACTER











WESTPORT VILLAGE PHASE 1

**DESIGN RATIONAL** & PRECEDENTS

1:350









420









### ART & CRAFT MARKET SEASONAL MARKET/ FLEA MARKET

DISPLAY TABLE [1X2M]



#### CONCERT/PERFORMANCE/BUSKERS/AUCTIONS

CHAIRS, TABLE & CHAIR SET



### **FAMILY ART EVENT**

TABLE (1.5M DIA)



WESTPORT VILLAGE PHASE 1

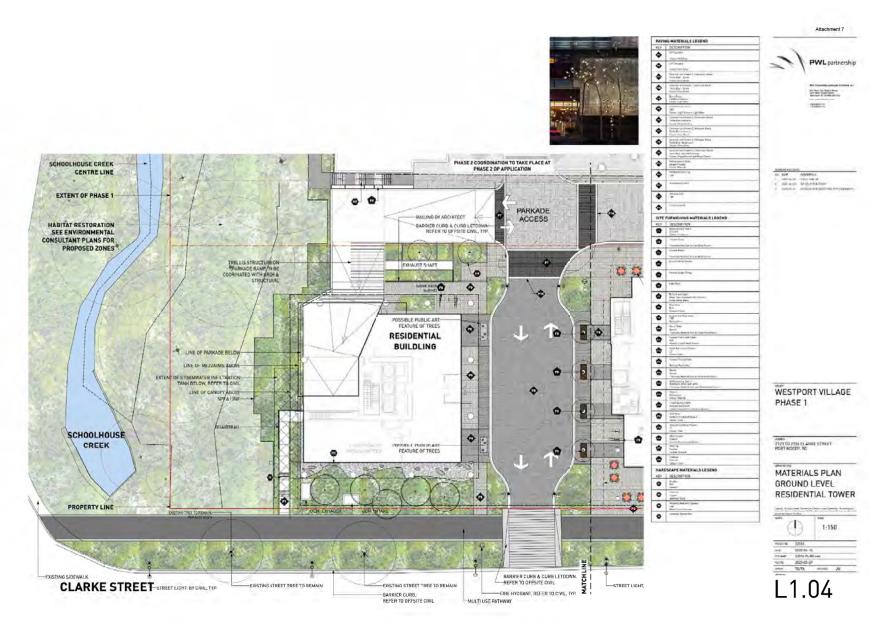
2120 TO 2134 CLANKE STREET. PORT MOODY, BC

ACTIVITY PROGRAM ARTIST VILLAGE

T) 1:150

2016 x 20

L1.03



422

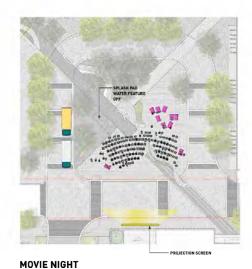


L1.05





425



## FARMERS MARKET / FOOD TRUCK FESTIVAL

- PICNIC TABLES
- EISTRO TABLES
- FOOD TRUCKS
- MARKET TENTS



### CONCERT / MUSIC FESTIVAL 1:250

- STANDING CAPACITY APPROX 250-300 PEOPLE
- BISTRO TABLES
- MERCH TENTS
- FOOD TRUCK





WESTPORT VILLAGE PHASE 1

2120 TO 2138 CLARKE STREET. PORT MOODY, RC

PHASE 2 ACTIVITY PROGRAM AT CENTRAL COMMONS

1

2015 P. M. 100 P

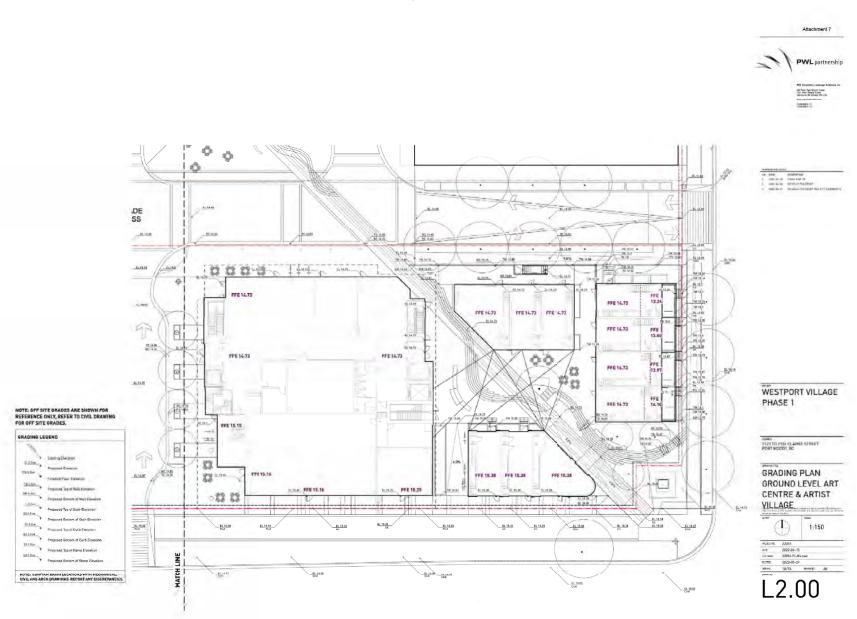
L1.08



- BEANBAG LOUNGE CHAIR

1:250

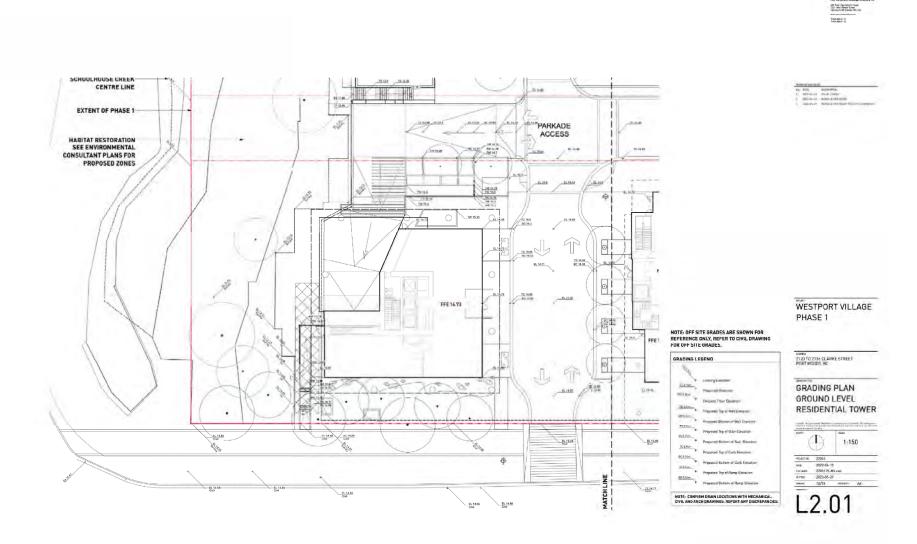
- CHAIRS

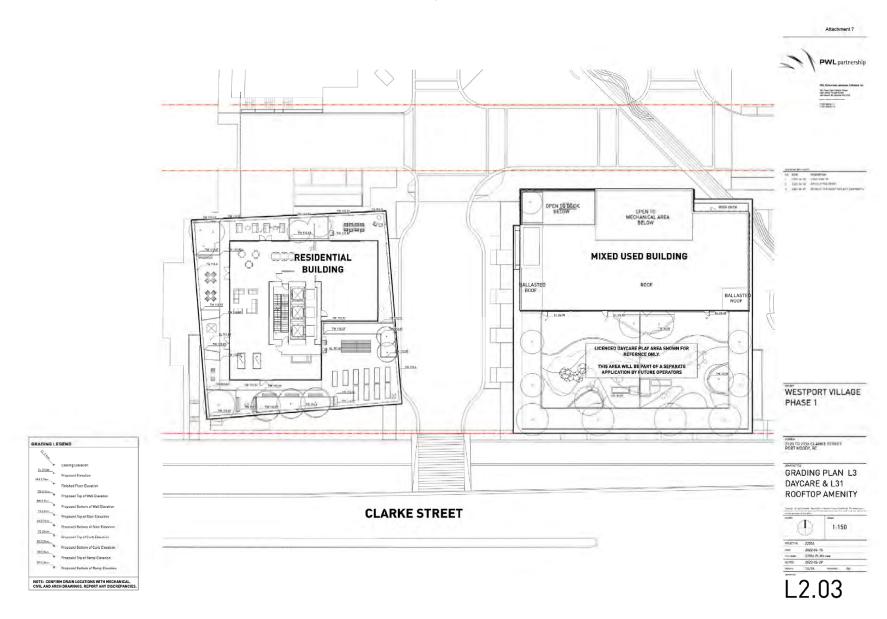


Attachment 7

PWL partnership

## Considered at the July 25, 2023, Regular Council meeting





Attachment 7

## Considered at the July 25, 2023, Regular Council meeting

	List					
		and the said of the said of the				
2201	6 WES	TPORT VILLAGEPHASE 1				
ID	Dity	Betanical Name	Common Name	Scheduled Size	Spacing	Remarks
10	uty	Butanicat Name	Common Name	Scheduled Size	spacing	Remarks
	_	Trees				
AGR.	5	Acet grigeste	Paper Back Mapin	5 cm cat, (2" cat, )	As Shown	B&B, Uniform branching, dense tree, 6' [1.8m] std.
APL.	8	Acer palmerum 'Erren'	Green Japanese Magie	3.0 m ht + 1.8 m w. (10/M + A/k.)	As Shewn	B&B, Specimen and densely branched, no included bank
ART	A.	Acer rubrum 'Red Rockei'	Red Rocket Red Maple	B cm cal. [3" cal.]	As Shown	B&B, Uniform branching, dense tree, 7 (2.1 m) std.
AF)	5	Acer's freemanil Jeffersres	Autumn Blaze Maple	Biomical 13" cal.	As Shown	B&B, Uniform branching, dense tree, 7 [2.1 m] std.
AXA	12	Arrelanthier a grandillora 'Autumn Brillance'	Autume Brittance Serviceberry	Arm oil 11 1/2" bil.[	As Shewn	B&B, Multi-stemmed, dense tree
CKC		Connus kousa chinensis	Chinese Kousa Dogwood	5 cm cal. [2" cal.]	Ad Street	969, Well branched, densi mer
FLA	1	Frantinus tacifotia	Oregen Ash	7 cm cal. [2 1/2" cal.]	AN SARAH	B&B, Demic Intro, Famility shows
MAL.	2	Malus 'Liberty'	Liberty Apple	8" (2.5m) ht	As SPEAK	Will ESTACHARD, DONNE THE
PPI	5	Panrotia persica 'Inge's Ruby Vase'	'IRV' Persian Ironwood	5 cm cal. [2" cal.]	An Shown	850. Draight trunk uniform arenowing \$ (1.3 ml sts.
SPS	4	Stawartia pseudocamellia	Japanese Stewartia	5 cm csl.  2" csl.]	As Shown	D.S.D. Well branched, dends tree
5.1	-	Styrax japonica 'Pink Chimes'	Pink Chimes Japanese Snowbell	5 cm cal. [2" cal.]	An Shown	ESB, Unition transmiss, tense tree, 6' [1.11 ml std.
		Shruhs				
AJC	**	Azalea japonica 'Hino Crimson'	Hino Crimcon Juganese Azalea	N2 pet	10cm (217)	Well equal(subset)
CTR	22	Cheisya ternata	Mexican Orange Blassom	M3 put	Million Spirit	Williamshiphari
CSK.	442	Connus sericea "Kelseyki"	Kolseyii Dogwood	#2 p45	HE 4ITS GAT	Wall paradyse ed. Aurzo's graws
OSH	147	Qualification (1)	Sisted.	M2 pref.	391-797	Well-attraction, earliery areas.
ICC	554	Kex crenate 'Convexa'	Convexa Japanese Holly	#3 pot	16 cm (14.7	Well established
LPL	212	Lonicera pilesta	Privet Honovouskie	#2 pot	Itsum DIFE	Well epiablished, nursers unver-
PLW.	12	Philiadelphias lewisti Water con	Lewis Waterson Meck Grunge	#3 poi	Miles (M.)	Well established
PFR	30	Potentità fratsusa 'Hed Ace'	Ked Ace Strepby Cinquated	#2 pol	Micro Tary	Well extablished
REA		Rides sanguineum	Flowering Current	#2 pol	100cm [391]	Watt established, numery grown
RNT	90	Rosa nutkana	Neotica Rose	#2 pot	70cm [36]	Well established nursery grown
SHH	272	Sarcoccca (lookentara hem tile)	Himatayan Sarcococca	#2 pot	ASSISTED T	Weit satablished
SUP SBA	428	Skimmia jagenica	Japanese Skimmia	#3 pot	MD cm (24.1	Well established
VCN	12	Spiréea bumaide 'Anthony Waterer'	Anthony Waterer Spirage	#2 pot	60 pm (267)	Well established
VCN	12	Vaccinium corymbosum "Northblue"	Northblue Blueberry	#3 pot	120cm (481)	Will enablished
AUU	952	Ground Cover	Section Char	#1 pol	ne vene	are the same of th
200	120	Arctostophyles uva-urai Erica parmey Swimwayad Flim	Kinnikiralek Sarura Pirik Winks Havila	#1 pot	Mice (15")	15on 167 leads. Minimon 5 tests
FCH	44	Francis cistoensh	Beach Strawberry	et poi	M := (121	Thin (4") height Writ equilibration; minusy symme-
PVS	051	Fracticle vesce	Wastland Streeter's	et pot	12 cm (121)	Place of the age. White equations are not any symmetry
MRP	17	Mahania nicrosta	Disard Cregon Grupe	#1 pot	40 cm (167)	Well examinated numbers arrang
MRS	175	Martine Country	Стрерты Вагретту	#1 ppi	about 14.1	Well propolitized, hydrogy grown
PTM	511	Pachysanica terminalis	Amariesa Sourge	#1 net	38cm1157	18cm (47 hosp)
-		Perennials	OHOR DO 40 AV	1.000	Mediation 3	Territory and the second
ABY	366	Anamona nyarita	Japanese Anemona	61 201	38 cm (181)	Well established
AAD	285	Astilibe arenesii 'Rnahiana'	Rheinland Assitte	#1 apt	38 cm (157)	Will established
EPR	335	Echinecea purpurea	Purple Core Flower	#1 act	AS um (187)	Will established
Hec	500	Hemerocalus Rocker Dity	Ricket City Caryon	#1 pot	Na un l'Ille I	Well established
HAU	105	Hosta June	Jone Hosts	#1 ppt	50 un (541	Wei established
LSB	57	Leucanthemum superbum Backy	Backy Shasta Dalay	#1 got	30cm (327)	Well established
NFO.	203	Nepeta x faasaenii Oropmere Biye	Orogmore Blive Calmins	#1 pot	15.1m [1#1]	Wei established
PGG	87	Privancatum billionum	Great Solomon's Sual	e1 ant	ASSOCIATED	With satisfiance
SVR	76	Salvis nemorpha 'Violet Riot'	Violet Riot Solvis	10 cm par	30 cm (121)	Wil APPRIATE
SLA	35	Stanleys Lensyle	Limb's Ear	F1 gol	38 cm [15"]	Well, established
		Ornamental Grasses				
DCG	272	Deschamesra cespitosa 'Gsldtau'	Stolg Dev Tufted Hair Stass	#1 001	38 cm (15")	Well, established
PAH	26	Peninsetum alsocrarsices "Hamein"	Disart Fountain Grass	FT 901	45 cm (18°)	Well established
		Yines				
UD-	11	Trachelpoperment (assimpless	Six Jayring	Wigo	As Shown	Stated, full development
		Ferns				
SCR.	256	Blackeum specied	Cone Book	#1 yes	Store HST	Wall as half about manager promo-
Ster.	855	Franchist montes	Women Supre Fore	#1 por	45 on DAT	Well actablished, nursery proven

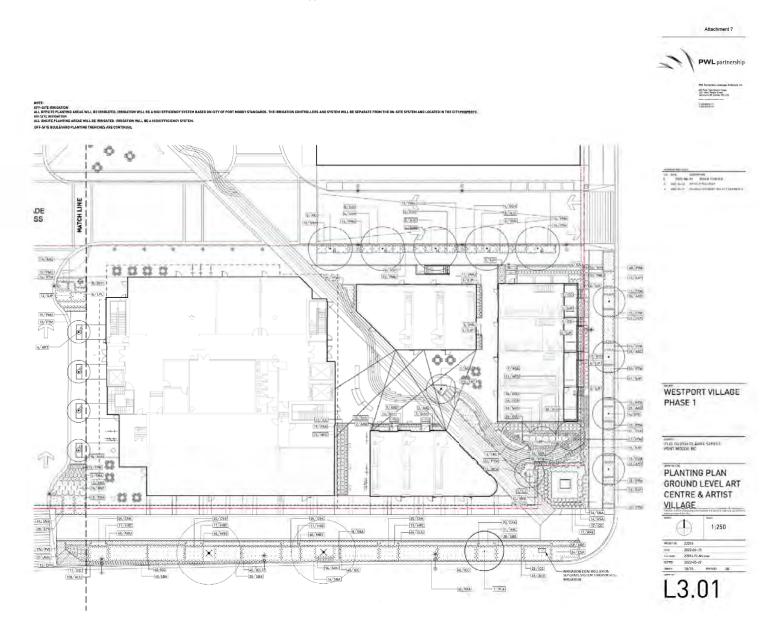




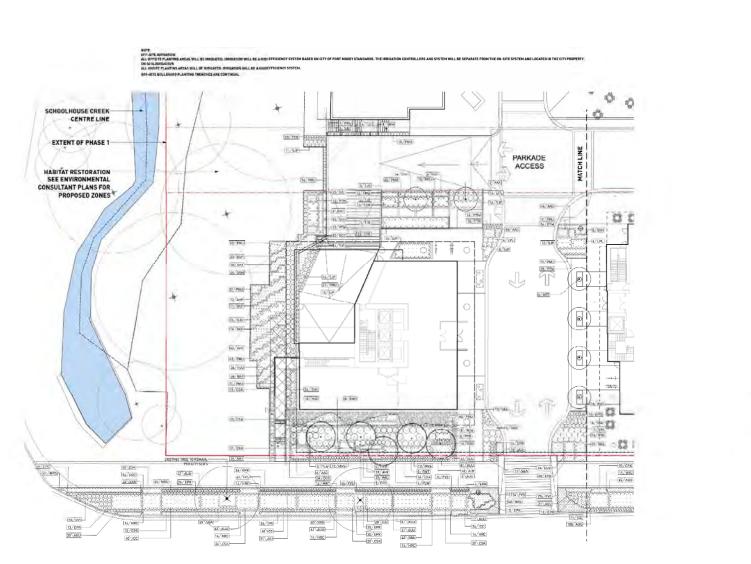






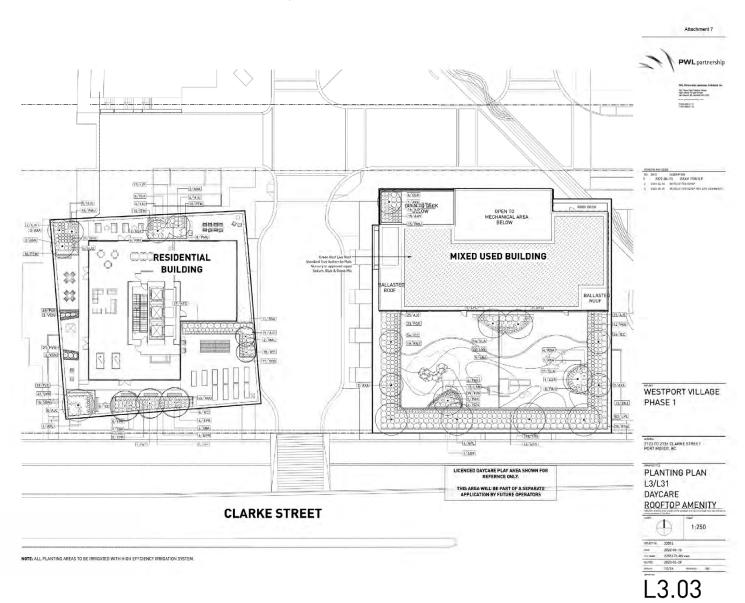


431





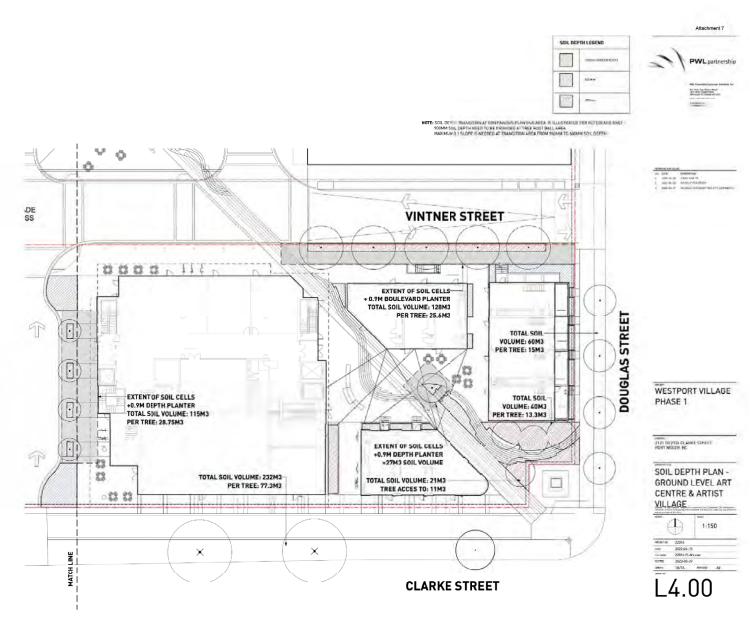
L3.02

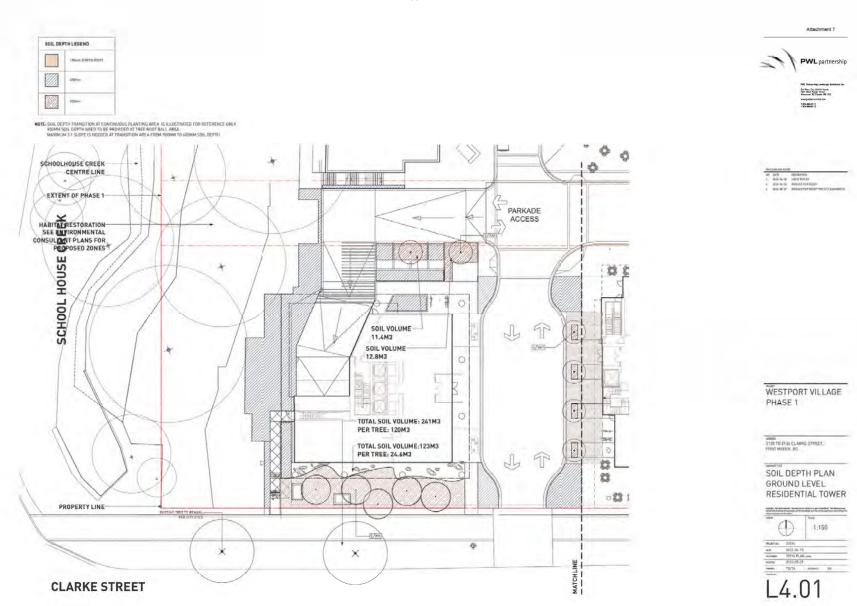


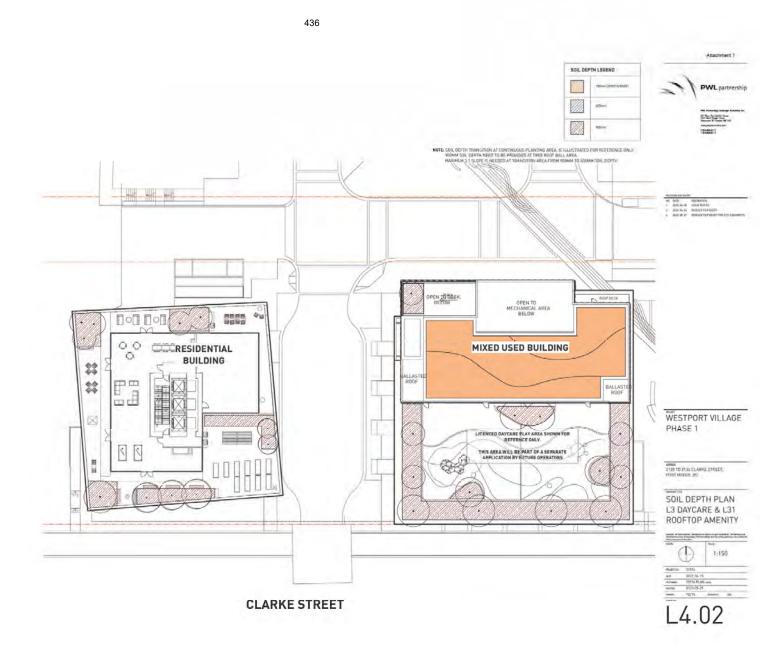
433



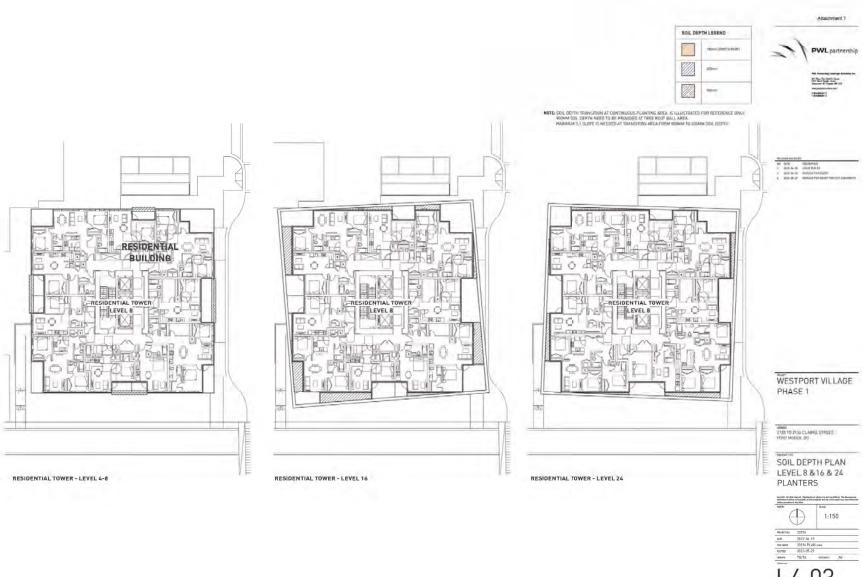
L3.04



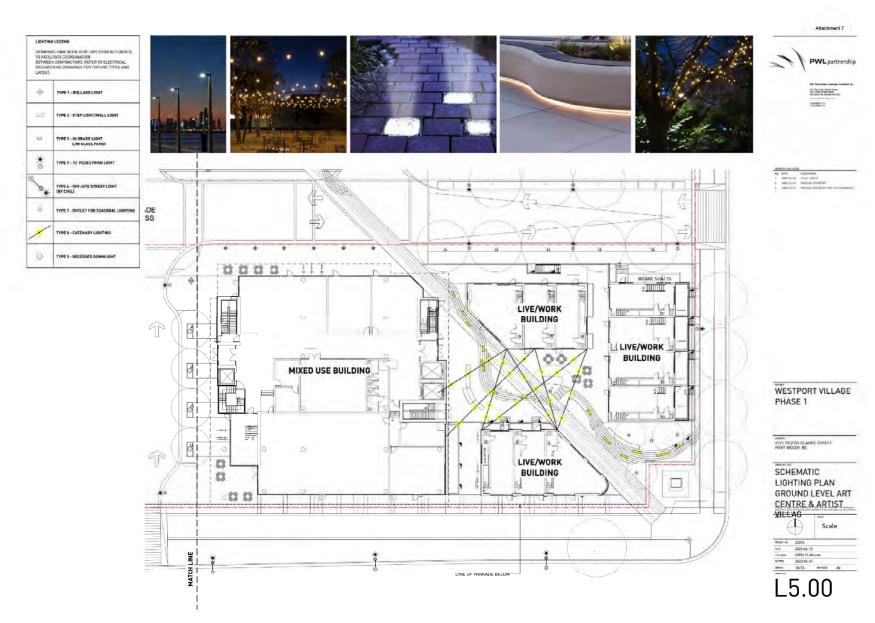


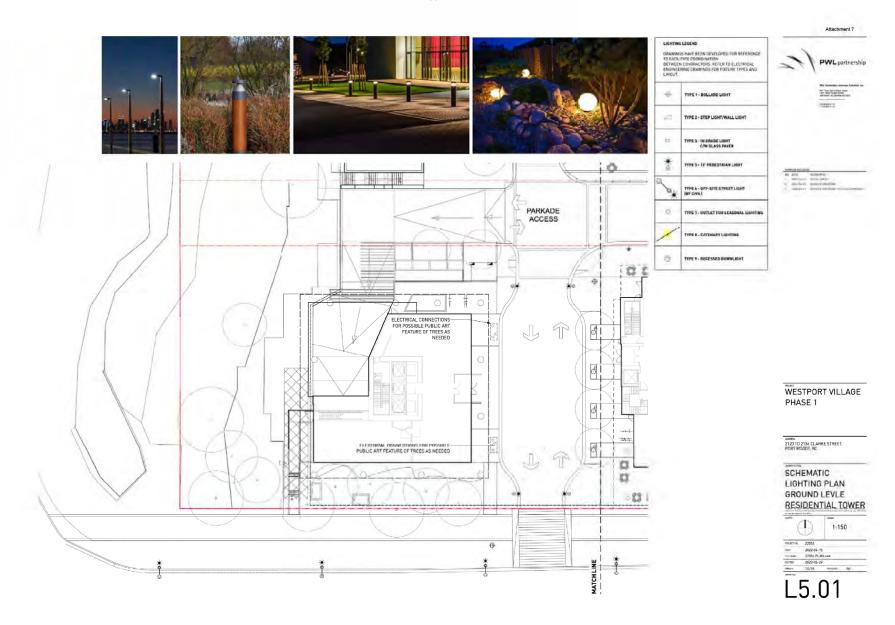


437

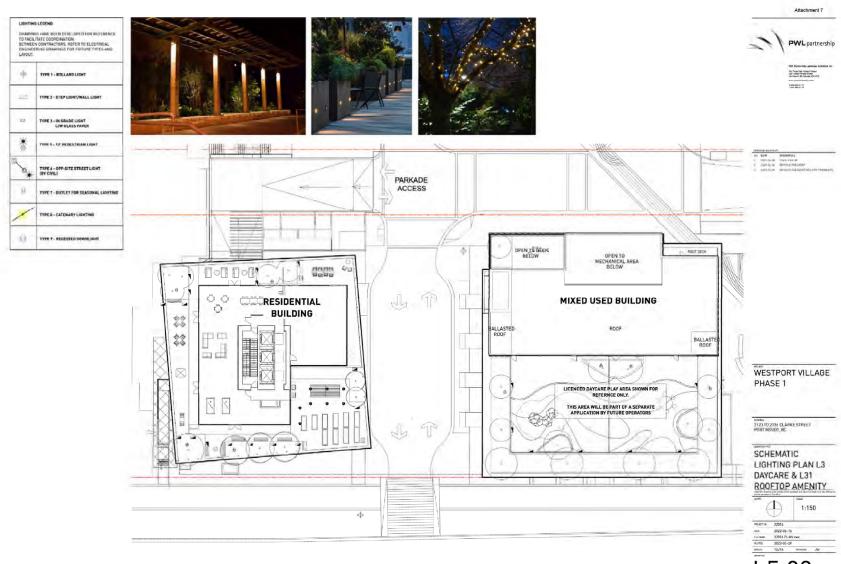


L4.03





440

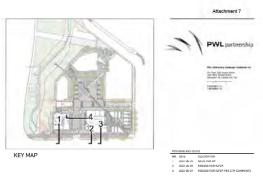


L5.02

441







2 SECTION THROUGH SOUTH WEST ART VILLAGE ENTRANCE PLAZA



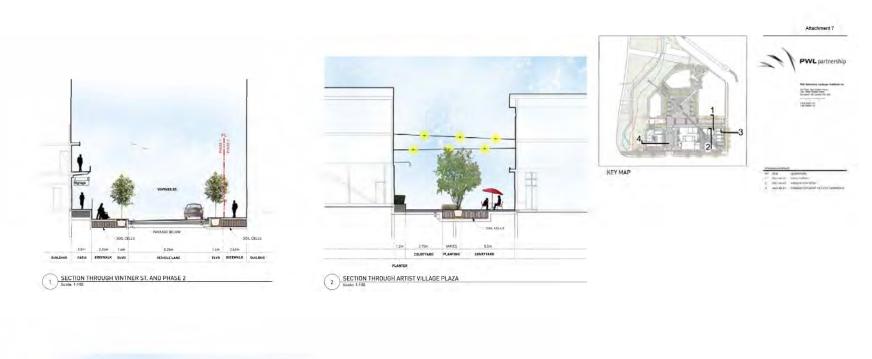


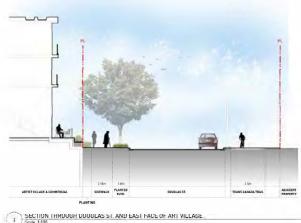


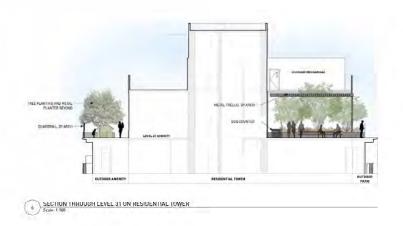
WESTPORT VILLAGE PHASE 1

2120 TO 2124 CLARKE STREET. PORT MODDY, HC

SECTIONS







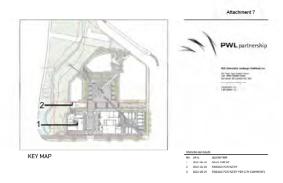


### Attachment 1

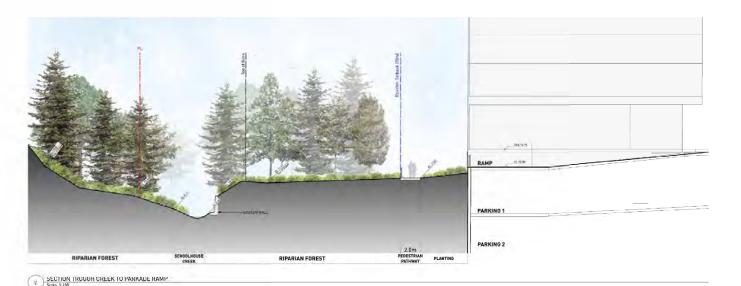
## Considered at the July 25, 2023, Regular Council meeting

443





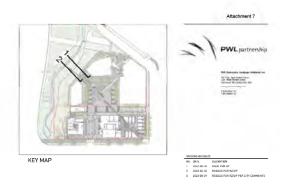
SECTION THROUGH CREEK TO RESIDENTIAL TOWER



L6.03

444







WESTPORT VILLAGE
PHASE 1

ADMINISTRATION OF THE PHASE INCIDENT OF

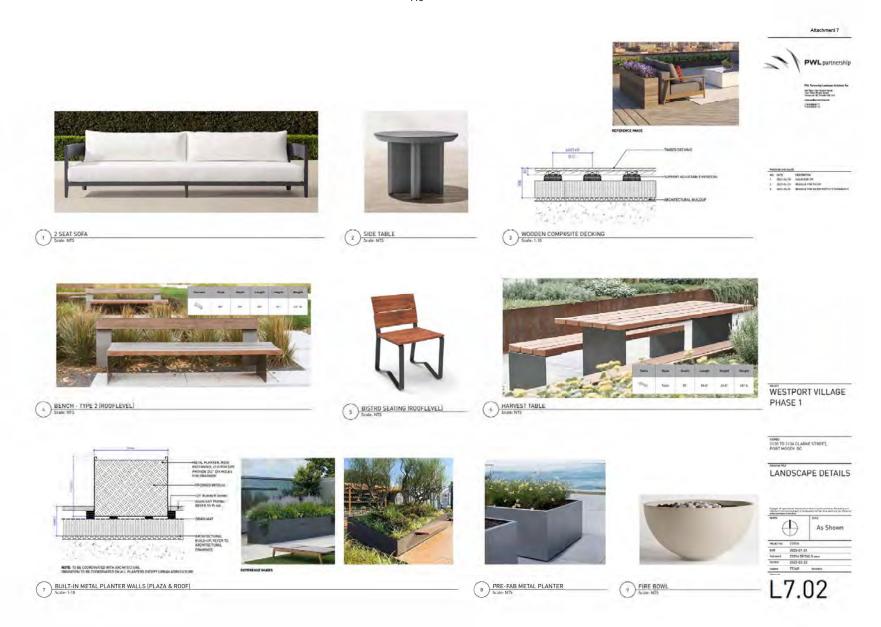
L6.04

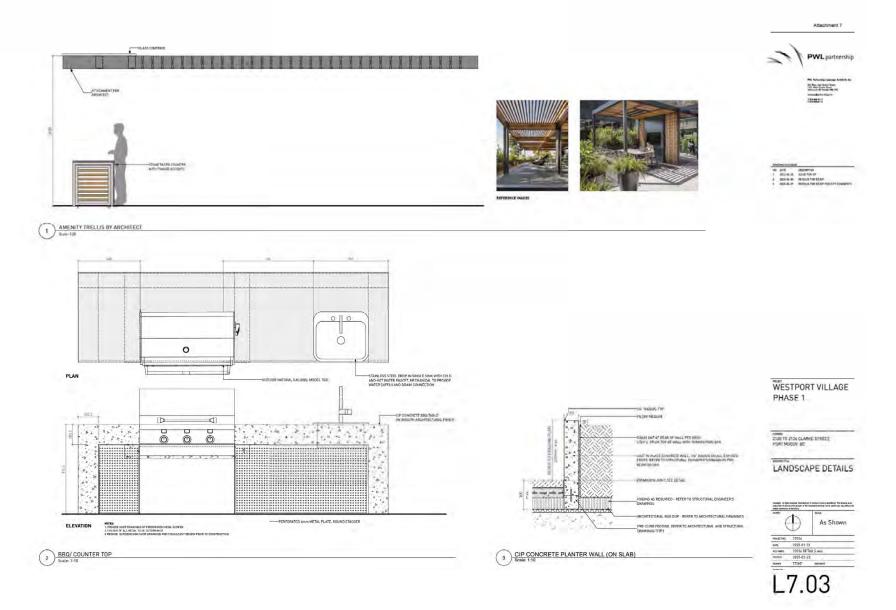
445

St. No. Co. Association. LANDSCAPE BOULDER IN PLAZA WESTPORT VILLAGE 3 CUSTOM SEATING PLATFORM PHASE 1 2130 TO 3136 CLARKE STREET FORT MODDY, BC LANDSCAPE DETAILS 6 BISTRC SEATING WITH TABLE (GROUND FLOOR) 7 CUSTOM APPROX. 3' X 6' IRON TREE GRATE L7.01

### Attachment 1

## Considered at the July 25, 2023, Regular Council meeting

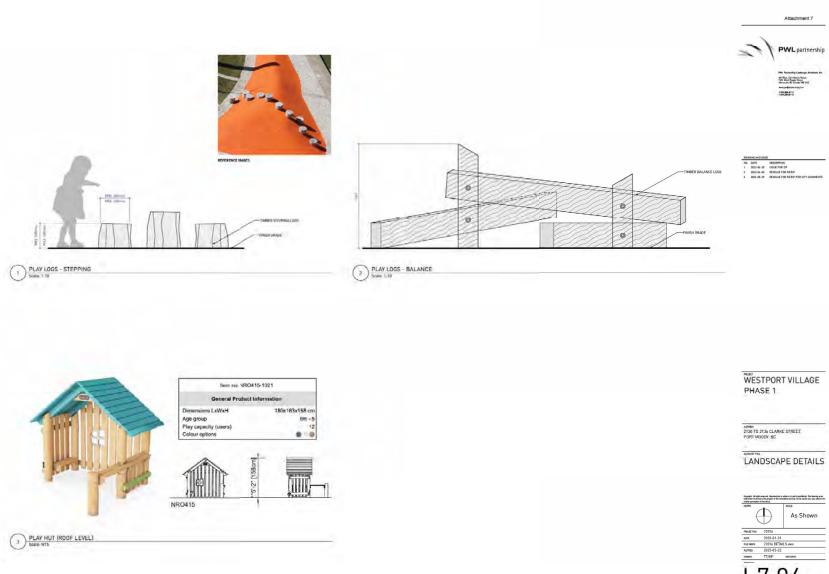




### Attachment 1

## Considered at the July 25, 2023, Regular Council meeting

448



L7.04

### Attachment 1

Attachment 7

PWL partnership

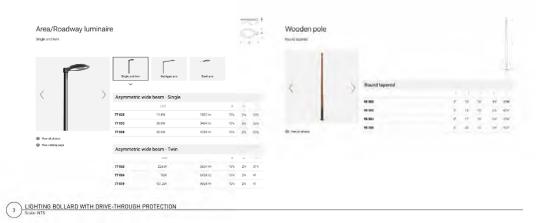
ion Place, East Assays Hower 1301 Place Pender Street Vancquery IC Consta Visit 2102

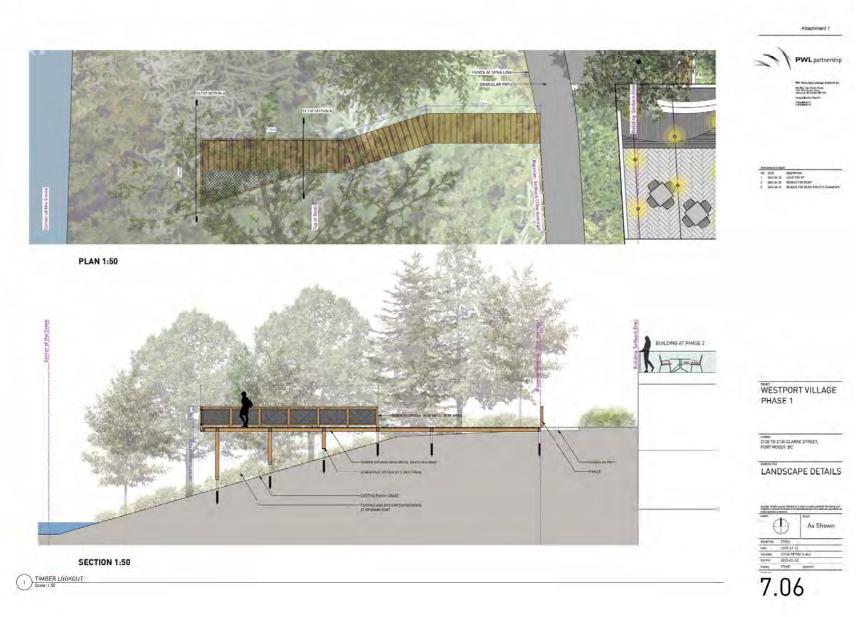
## Considered at the July 25, 2023, Regular Council meeting

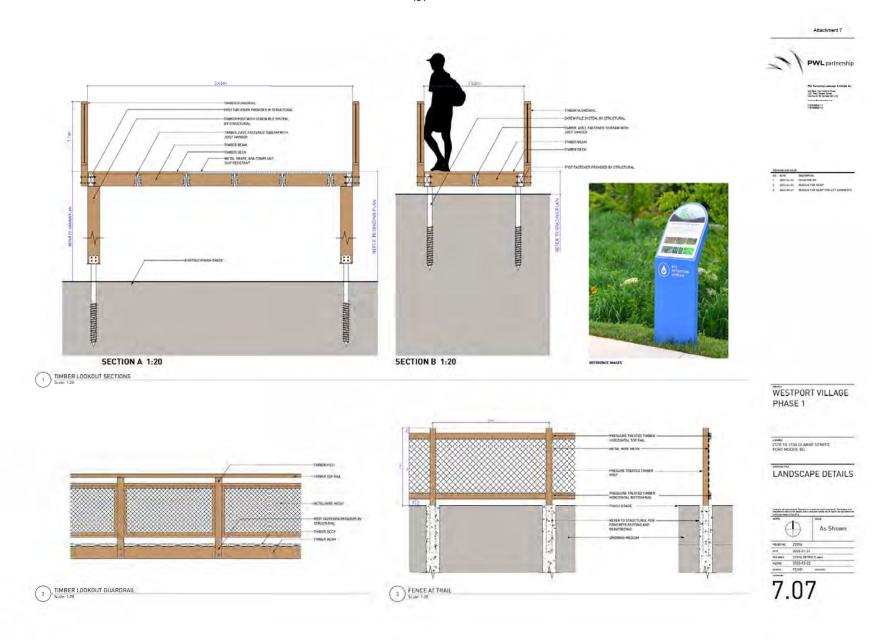












### Attachment 8

### CITY OF PORT MOODY

### **DEVELOPMENT PERMIT NO. DP000045**

TO: Andrew Peller Limited
697 South Service Road
Grimsby, ON L3M 4E8
(the "Developer")

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

Lot 42 Block 3 District Lot 202 Group 1 New Westminster District Plan 55 Except Plan EPP17730; PID 011-459-280

Lot 41 Block 3 District Lot 202 Group 1 New Westminster District Plan 55; PID 011-459-271

Lot 40 Except: West 3 Feet, Block 3 District Lot 202 Group 1 New Westminster District Plan 55; PID 011-459-255

West 3 Feet Lot 40 Block 3 District Lot 202 Group 1 New Westminster District Plan 55; PID 011-459-239

Lot 39 Block 3 District Lot 202 Group 1 New Westminster District Plan 55; PID 011-459-191

Lot 38 Block 3 District Lot 202 Group 1 New Westminster District Plan 55; PID 011-459-174

Lot 37 Block 3 District Lot 202 Group 1 New Westminster District Plan 55; PID 011-459-140

Lot 36 Block 3 District Lot 202 Group 1 New Westminster District Plan 55; PID 011-459-123

453

Attachment 8

The 0.142 ha area shown in heavy black outline and identified as Lot A on Reference Plan EPP118323 dedicated as road on Plan 55 Block 3 District Lot 202 Group 1 New Westminster District, attached as Schedule A.

(the "Lands")

3. The following plans and documents are made part of this Permit and, notwithstanding any other provision, no works shall be performed upon the Lands covered by this Permit, nor shall any building or structure be erected, constructed, repaired, renovated, or sited, that is not in substantial accordance with the following and strictly in accordance with all terms and conditions of this Permit.

### Development Permit Area 2: Moody Centre Form and Character

- (a) Site and Architectural Plans (105 pages), dated May 29, 2023, prepared by Chris Dikeakos Architects Inc., on file with the City of Port Moody, attached as Schedule B, and any amendments thereto subsequently approved by the City.
- (b) Off-Site and On-Site Landscaping Plans (39 pages), dated May 29, 2023, prepared by PWL Partnership on file with the City of Port Moody, attached as Schedule C, and any amendments thereto subsequently approved by the City.

### Development Permit Area 5: Environmentally Sensitive Areas

Prior to the issuance of a building permit, as a condition of issuance of this Development Permit a covenant shall be registered on the title to the Lands to regulate the development of the property in accordance with the following reports:

- (a) Environmental Report titled "Westport Village Port Moody, BC Environmental Impact Assessment", dated May 2023, prepared by PGL Environmental Consultants, on file with the City of Port Moody, attached as Schedule D, and any amendments thereto subsequently approved by the City.
- (b) Construction Environmental Management Plan titled "Westport Village Port Moody, BC – Construction Environmental Management Plan", dated May 2023, prepared by PGL Environmental Consultants, on file with the City of Port Moody, attached as Schedule E, and any amendments thereto subsequently approved by the City.

Attachment 8

(c) Invasive Plant Management Plan titled "Westport Village Port Moody, BC – Invasive Plant Management Plan", dated May 2023, prepared by PGL Environmental Consultants, on file with the City of Port Moody, attached as Schedule F, and any amendments thereto subsequently approved by the City.

- (d) Restoration Plan titled "Riparian Area Restoration Plan", dated May 23, 2023, prepared by PGL Environmental Consultants, on file with the City of Port Moody, attached as Schedule G, and any amendments thereto subsequently approved by the City.
- (e) Groundwater Management Plan titled "Preliminary Subsurface Investigation Report – Proposed Westport Village Development, Port Moody, BC", dated May 31, 2023, prepared by WSP, on file with the City of Port Moody, attached as Schedule H, and any amendments thereto subsequently approved by the City.
- (f) Arborist Report titled "Arboricultural Inventory and Report", dated May 25, 2023, prepared by Diamond Head Consulting, on file with the City of Port Moody, attached as Schedule I, and any amendments thereto subsequently approved by the City.
- (g) Tree Management Plan titled "Tree Management Plan", dated May 25, 2023, prepared by Diamond Head Consulting, on file with the City of Port Moody, attached as Schedule J, and any amendments thereto subsequently approved by the City.
- 4. Notwithstanding the regular requirements of City of Port Moody Zoning Bylaw 2018 No. 2937 the following variances are included in this Development Permit:
  - (a) Varying section 5.4.5 Minimum Riparian Area Setbacks by reducing portions of the Riparian Transition Area from 5.0m to 0m and the Riparian Protection and Enhancement Area from 20m to an average of 15.2m (ranging from 9.7m to 26.3m).

The extent of the above variances is reflected in the plans that form part of this development permit as Schedule A.

The works contemplated in plans set out in section 1 hereto shall be substantially started within two (2) years of the date of the issuance of this permit or the Development Permit will lapse.

Attachment 8

- 5. Prior to the issuance of any building permit, including excavation, as a condition of issuance of this Development Permit, the following shall be provided to the City of Port Moody for review and acceptance:
  - (a) erosion and sediment control plan;
  - (b) construction environmental management plan;
  - (c) a stormwater management plan;
  - (d) a construction dust abatement plan;
  - (e) a construction waste recycling plan;
  - (f) a completed Engineering Servicing Agreement;
  - (g) finalized grading plan, including coordinated on-site and off-site plans, once grades have been established, final building height to be confirmed;
  - (h) the preparation and registration of all required legal documents (e.g., covenants, easements and statutory rights of way) on title of the property in accordance with the Development Agreement; and
- 6. The following additional conditions apply to the Development Permit, specifically related to DPA 4:

#### General:

- (a) The City trees along Clarke Street shall be surveyed to ensure the multiuse pathway can be designed to accommodate their root systems. The project arborist shall review civil drawings to ensure that retention is feasible.
- (b) The Tree Management Plan and Arborist Report shall be updated to include recommendations for tree protection during the construction of the proposed 3.5m wide multi-use pathway on the east side of Douglas Street
- (c) No excavation shall begin until all Provincial approvals are in place. City approval of any Development Permits do not imply approval of any temporary dewatering or other discharge.
- (d) Groundwater quality must be characterized prior to any discharge to storm drainage system (i.e., during construction dewatering). If needed, treatment systems shall be installed to ensure discharge meets BC Water Quality

56

Attachment 8

- Guidelines (including for metal contaminants). No discharge of deleterious substances into stream and drainage systems is permitted.
- (e) Climate change scenarios on groundwater and discharge regime shall be analyzed and incorporated into designs as needed prior to issuance of any building permit.
- (f) The footprint of Phase 2 will be modified as needed prior to excavation based on the outcomes of ongoing groundwater and stormwater assessment. The City will not approve any footprint of excavation for Phase 2 until groundwater movement and quality is understood for the entire site and demonstrated for Phase 1.
- (g) Restoration work along the SPEA adjacent to the trail shall be timed to avoid any impact from construction of stormwater infiltration gallery.
- (h) QEP pre-clearing site survey and report shall be completed with the contractor to identify wildlife and wildlife features (including raptor nests, Pacific Water Shrew and other species at risk habitat) prior to issuance of Tree Removal Permit and/or Excavation Permit.
- (i) Real-time third-party continuous monitoring will be required as part of site discharge management.
- (j) A tree management plan (TMP) for trees around the viewing platform will be required. The final alignment, design, and location of the platform must ensure limited tree impacts, use low impact construction methods (as noted) and consider opportunities for transplanting young trees.
- (k) A tree management plan and inventory for the natural area surrounding the east and west side of South Schoolhouse Creek will be required. The management plan must consider and identify the removal of hazard trees as well as any invasive plant management that could impact tree health. An inventory and TMP for this area will be required prior to the issuance of any Tree Removal Permit for this project.

### Groundwater Management:

(I) Groundwater quality exceeds criteria for total and dissolved iron, dissolve aluminum, dissolved and total copper, and for pH. The report notes that 1) treatment will be required during construction for any discharge to the City storm water system; 2) discharge to Metro Vancouver sanitary sewer would be permitted; and 3) Provincial approval for short-term construction dewatering is required.

Attachment 8

(m) Sections 7 and 8 of the Groundwater Management Report recommends ongoing monitoring of new groundwater perimeter wells after Phase 1 is complete, as well as ongoing monitoring of flows in South Schoolhouse Creek to confirm model predictions. This information shall inform the design of Phase 2 of the development, including the above noted stormwater infiltration gallery.

- (n) Flow data for South Schoolhouse Creek shall continue as presented in Table 4 of the Groundwater Management Report, as low flow/summer conditions have not been captured. One full year of data should be collected.
- 7. (a) As a condition of issuance of this Development Permit, the Developer has provided to the City, securities (the "Securities") as set out in the amount of \$2,200,297.81 (on-site total) and \$196,307.84 (off-site total) (10% contingency, 5% inflation, and 5% GST included), for the completion of items related to landscaping. 25% of the Securities shall be paid prior to the issuance of this Development Permit and the remaining 75% shall be paid prior to the issuance of a building permit. The Securities, in the form of a letter of credit, shall be made out to the City to ensure that the development is carried out in accordance with the terms and conditions set out herein and if for any reason the Permit holder neglects or otherwise fails to complete the works, within two (2) years of the date of issuance of this Development Permit, the City may, in its sole discretion, provided it has given the Developer as per section 5 above, seven (7) days written notice. complete the works or any portion thereof and all costs incurred in so doing shall be deducted by the City from the amount of the Security and on final completion to the satisfaction of the City as evidenced by the issuance of a Certificate of Completion, the City shall thereafter refund the remainder of the monies, except for ten (10) percent of the monies, which shall be released after the maintenance period lasting one (1) year from the date of completion for the landscaping.
  - (b) Portions of the Securities may be returned to the Developer, or reduced, as stages of the works are completed, to the satisfaction of, and at the sole discretion of, the City's General Manager of Community Development.
  - (c) As a condition of issuance of this Development Permit, the Developer shall pay to the City an on-site landscaping review fee of 2.2 percent of the cost of on-site landscaping (\$48,406.55) and 4.4 percent of the cost of the off-

458

Attachment 8

site landscaping (\$8,637.54), in the amount of \$57,044.09, to be paid by cash or certified cheque.

- As a condition of issuance of this Development Permit, the Developer has 9. (a) provided to the City, environmental restoration, maintenance, and monitoring securities (the "Environmental Securities") as set out in the amount of \$373,543.61 (10% contingency, 5% inflation, and 5% GST included), for the completion of items related to the riparian restoration and replanting area. The Environmental Securities, in the form of a letter of credit, shall be made out to the City to ensure that the development adjacent to the riparian area is carried out in accordance with the terms and conditions set out herein and if for any reason the Permit holder neglects or otherwise fails to complete the works, within Phase 1 of the development project, the City may, in its sole discretion, provided it has given the Developer seven (7) days' written notice, complete the works or any portion thereof and all costs incurred in so doing shall be deducted by the City from the amount of the Environmental Security and on final completion to the satisfaction of the City as evidenced by the issuance of a Certificate of Completion, the City shall thereafter refund the remainder of the monies, except for ten (10) percent of the monies, which shall be released after the maintenance period lasting one (1) year from the date of completion for the environmental restoration.
  - (b) As a condition of issuance of this Development Permit, the Developer shall pay to the City an on-site environmental enhancement review fee of 4.4 percent of the off-site construction costs, in the amount of \$16,435.92, to be paid by cash or certified cheque.
- 10. The works and services required in accordance with the Engineering Services Agreement are to be completed in compliance with the requirements of the "City of Port Moody Works and Services Bylaw, No. 1789, 1986" and "City of Port Moody Subdivision and Development Servicing Bylaw, No. 2831".

, 2023.
_

Schedule A – Reference Plan EPP118323

Schedule B – Site and Architectural Plans

Schedule C – Off-Site and On-Site Landscaping Plans

Schedule D – Environmental Report

Schedule E – Construction Environmental Management Plan

Schedule F – Invasive Plant Management Plan

Schedule G - Restoration Plan

Schedule H – Groundwater Management Plan

Schedule I – Arborist Report

Attachment 8

Schedule J – Tree Management Plan

469

Attachment 9

Page 1

#### **PART 2 – TERMS OF INSTRUMENT**

## SECTION 219 OF THE LAND TITLE ACT (Development Agreement)

THIS AGREE Date").	MENT dated for reference the day of, 2023 (the "Reference
BETWEEN:	
	<b>ANDREW PELLER LIMITED</b> (Incorporation No. A71264), a corporation having an address at 697 South Service Road, Grimsby, Ontario, L3M 4E8
	(the "Grantor")
AND:	
	<b>CITY OF PORT MOODY</b> , a municipal corporation pursuant to the <i>Local Government Act</i> having its offices at 100 Newport Drive, Port Moody, British Columbia V3H 5C3
	(the "City")

#### WHEREAS:

- A. The Grantor is the registered owner of those lands and premises in the City of Port Moody, in the Province of British Columbia, and more particularly known and described in item 2 of the Form E attached hereto and as described in Schedule A hereto (the "Lands");
- B. The Grantor wishes to grant, and the City accepts, the Section 219 Covenant contained in this Agreement over the Lands;
- C. It is proposed that the Lands and the Vintner Closed Road be rezoned to a Comprehensive Development Zone (the "Rezoning") pursuant to City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 20, 2019, No. 3203 (Westport Village) (CD 77) (the "Rezoning Bylaw") and redesignated as Mixed Use Westport Village pursuant to City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 21, 2019, No. 3204 (Westport Village) (CD 77) (the "OCP Amendment") to permit a mixed-use development thereon in accordance with the Rezoning Bylaw and the OCP Amendment, to be known as "Westport Village" (the "Development");
- D. Section 219 of the *Land Title Act* provides, *inter alia*, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to the land, in favour of the City or the Crown, and that the covenant is enforceable against the Grantor and the successors in title of the Grantor; and
- E. A covenant registrable under Section 219 of the *Land Title Act* may include provisions in respect of the use of land, the use of a building on or to be erected on land; that land is to be built on in accordance with the covenant, is not to be built on except in accordance

Attachment 9

Page 2

with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT pursuant to Section 219 of the Land Title Act, and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration and the sum of One Dollar (\$1.00) now paid by the City to the Grantor (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree that:

### ARTICLE 1 DEFINITIONS

### 1.1 Definitions

Terms defined in this Section 1.1 for all purposes of this Agreement, unless specifically provided in this Agreement, have the meanings hereinafter specified. The terms herein defined are:

- (a) "219 Covenant" means a covenant granted pursuant to Section 219 of the Land Title Act;
- (b) "Agreement" or "this Agreement" means the attached Part 1, General Instrument and these Part 2 Terms of Instrument and includes all recitals and schedules to this agreement and all instruments comprising this agreement;
- (c) "Arts Centre" has the meaning given in Section 2.3(I);
- (d) "Arts Centre Building" has the meaning given in Section 2.3(l);
- (e) "Building" means any improvement or structure to be constructed on the Lands pursuant to a Building Permit;
- (f) **"Building Permit"** means a building permit authorizing construction on the Lands, or any portion(s) thereof issued pursuant to the City's applicable bylaw;
- (g) "Bunt TIA Report" means the report prepared by Bunt & Associates dated February, 2022, as updated and revised May 2022 and from time to time thereafter:
- (h) "Business Day" means a day which is not a Saturday, Sunday or statutory holiday (as defined in the *Employment Standards Act* (British Columbia)) in British Columbia;
- (i) "CACs" means the Community Amenity Contribution payable in accordance with the City's Community Amenity Contribution Program Corporate Policy;
- (j) "Chines ISMP" means the Integrated Stormwater Management Plan for the Chines watershed, prepared by Associated Engineering and dated May 2016, as revised or replaced from time to time;

Attachment 9

- (k) "City" and "City of Port Moody", being the Transferee described in item 6 of the Land Title Act Form C General Instrument constituting Part 1 of this Agreement, 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;
- (I) "City Personnel" means the City's elected officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates, including its Approving Officer;
- (m) "Closed Road Plan" means Plan EPP118323 which is attached as Schedule B hereto;
- (n) "CPI" means the Consumer Price Index for Vancouver, British Columbia, all items (not seasonally adjusted), as published by Statistics Canada from time to time, provided that if such index is no longer published, the closest remaining Consumer Price Index for consumer prices that includes the Vancouver area will be used instead;
- (o) "Development" has the meaning given in Recital C;
- (p) "Development Permit" means a development permit authorizing development on the Lands, or any portion(s) thereof issued pursuant to the City's applicable bylaw;
- (q) "General Manager of Community Development" means the City's General Manager of Development, and includes the City's Acting General Manager of Development, the City's Manager of Development Planning, and any other person duly authorized by the General Manager of Development or the City Council to perform the functions of the General Manager of Development or the Manager of Development Planning from time to time;
- (r) "General Manager of Engineering" means the City's General Manager of Engineering and Operations, and includes the City's Acting General Manager of Engineering and Operations, the City's Manager of Infrastructure Engineering Services, and any other person duly authorized by the General Manager of Engineering and Operations or the City Council to perform the functions of the General Manager of Engineering and Operations or the Manager of Infrastructure Engineering Services from time to time;
- (s) "Governmental Authority" means any government, regulatory authority, government department, agency, commission, board, tribunal or court having jurisdiction on behalf of any province, municipality, regional district or other subdivision thereof;
- (t) "Housing Agreement" means an agreement pursuant to section 483 of the Local Government Act, which shall be registered in the Land Title Office as a 219 Covenant:
- (u) "Lands" has the meaning given in Recital A;
- (v) "Land Title Act" means the Land Title Act (British Columbia);

Attachment 9

- (w) "Land Title Office" means the New Westminster Land Title Office;
- (x) "Market Rental Housing" means housing that meets the definition of "Market Rental" in the Zoning Bylaw;
- (y) "OCP" means City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, as amended from time to time;
- (z) "Occupancy Permit" means an occupancy permit authorizing occupancy of the Lands, or any portion(s) thereof issued pursuant to the City's applicable bylaw;
- (aa) "Permit" means a Development Permit, Building Permit or Occupancy Permit, as the case may be;
- (bb) **"Phase"** is a major building phase of the Lands and is as identified in the Phasing Plan;
- (cc) "Phase 1" means that portion of the Lands identified as Phase 1 on the Phasing Plan;
- (dd) "Phase 1 DP" means the Development Permit issued for Phase 1 in accordance with the applicable City bylaws;
- (ee) "Phase 1 TDMs" means the TDM Measures identified as Phase 1 TDM on Schedule E:
- (ff) "Phase 2" means that portion of the Lands identified as Phase 2 on the Phasing Plan:
- (gg) "Phase 2 DP" means the Development Permit issued for Phase 2 in accordance with the applicable City bylaws;
- (hh) "Phase 2 TDMs" means the TDM Measures identified as Phase 2 TDM on Schedule E, as updated pursuant to section 2.5(c) if applicable;
- (ii) "Phasing Plan" means the plan attached as Schedule C hereto;
- (jj) "Platform Garbage Container" has the meaning given in Section 2.3(I)(vii);
- (kk) "Platform Maintenance Period" has the meaning given in Section 2.3(I)(vii)A;
- (II) "Plaza Areas" has the meaning given in Section 2.3(j);
- (mm) "Public Trail" means a pedestrian trail which is a minimum of 2.0 metre (6.6 feet) in width to be constructed on the Lands, east of South Schoolhouse Creek and outside of the Riparian Protection and Enhancement Area associated with the South Schoolhouse Creek in the approximate location shown on the plan attached hereto as Schedule D, which trail will be open to the public;
- (nn) "Purchaser" has the meaning given in Section 2.9;

Attachment 9

- (oo) "Qualified Professional" means a consultant or professional with experience in the applicable field or discipline who is in good standing with the applicable governing body;
- (pp) "Riparian Protection and Enhancement Area" has the meaning given in Section 2.3(i)(i);
- (qq) "Riparian Setback Area" is as shown as the area labelled "Lot 2" on Plan EPP118324, a reduced copy of which is attached hereto as Schedule F;
- (rr) "Seniors Housing" has the meaning given in Section 2.5(a);
- (ss) "Seniors Housing Agreement" has the meaning given in Section 2.5(a);
- (tt) "Servicing Agreement" has the meaning given in Section 2.3(d);
- (uu) "Servicing Bylaw" has the meaning given in Section 2.3(d);
- (vv) "Servicing Report" means a report acceptable to the General Manager of Engineering outlining whether the existing municipal water, sewage and drainage systems can adequately service the permitted uses of the Development;
- (ww) "Servicing Works" means any works constructed or installed by the Grantor under a Servicing Agreement;
- (xx) "Statutory Right of Way" means a statutory right of way granted pursuant to section 218 of the Land Title Act in favour of the City and registered against title to the Lands, or portions thereof, as contemplated in this Agreement, for the purposes of permitting the City and the public to make use of the Lands or portions thereof for access and socialization purposes, as the case may be, and permitting the City to maintain the right of way area at the expense of the owner of the right of way area if that owner fails to do so;
- (yy) "Strata Corporation" means a strata corporation created under the Strata Property Act;
- (zz) "Strata Lot" means a strata lot in the Strata Plan;
- (aaa) "Strata Plan" means a strata plan pursuant to the Strata Property Act,
- (bbb) "Strata Property Act" means the Strata Property Act (British Columbia);
- (ccc) "Subdivision Plan" means a survey plan effecting any subdivision or consolidation of the Lands or part or parts thereof;
- (ddd) "TDM Measures" means the Transportation Demand Management Measures or measures to be implemented by the Grantor as described in Schedule E hereto, which measures are intended to, *inter alia*, reduce the demand for parking generated by the Development, as described in the Bunt TIA Report;
- (eee) "TransLink" means South Coast British Columbia Transportation Authority;

Attachment 9

Page 6

- "Transportation Upgrades" means the works, improvements and upgrades (fff) performed or to be performed by the Grantor as described in sections 2.3(d)(iii) and (iv);
- "Viewing Platform" has the meaning given in Section 2.3(I)(vii); (ggg)
- "Viewing Platform Entrance" has the meaning given in Section 2.3(I)(vii)D;
- (iii) "Vintner Closed Road" means that portion of Vintner Street substantially as shown on the Closed Road Plan; and
- "Zoning Bylaw" means the City's Zoning Bylaw, 2018, No. 2937, as amended (jjj) from time to time.

#### 1.2 Schedules

The following Schedule is attached hereto and forms part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule A	Legal Descriptions
Schedule B	Plan EPP118323 (Closed Road Plan)
Schedule C	Phasing Plan
Schedule D	Trail Plan
Schedule E	TDM Measures
Schedule F	Plan EPP118324 (Initial Subdivision Plan)
Schedule G	Westport Village Public Art

#### 1.3 Headings

The division of this Agreement into Articles and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of this Agreement.

#### 1.4 Number, Gender and Bodies Corporate

Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, and vice versa.

#### 1.5 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

Attachment 9

Page 7

### 1.6 <u>Use of "including"</u>

The word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but will be construed to refer to all other items or matters that could reasonably fall within the scope of such general statement, term or matter, whether or not non-limiting language (such as "without limitation", "but not limited to" or words of similar import) is used with reference thereto.

### 1.7 Statutes

In this Agreement:

- (a) any reference to any statute or bylaw includes any subsequent amendment, reenactment, or replacement of that statute or bylaw;
- (b) reference to any enactment or bylaw includes any regulations, orders or directives made under the authority of that enactment or bylaw; and
- (c) unless otherwise provided, any reference to a statute is to the statute of the Province of British Columbia with that title.

### 1.8 CPI

For the purpose of calculating the amount of any adjustment for CPI as required under this Agreement, the calculation of such adjustment will be based on the change in the annual CPI from the Reference Date to the date of payment of the amount to be adjusted, with the base period being January 1, 2023, unless otherwise expressly set out in this Agreement.

### ARTICLE 2 COVENANTS

### 2.1 No Subdivision

The Grantor covenants and agrees with the City, pursuant to section 219 of the *Land Title Act*, that the Grantor shall not subdivide or consolidate the Lands or portions thereof to create any Phase, and the City and its Approving Officer shall not, despite any statutes or bylaws, but without limiting the application of such statutes or bylaws, be obliged to approve such subdivision or consolidation relating to the applicable Phase, unless the following conditions for such subdivision or consolidation have been satisfied (except where specifically excluded below):

(a) Vintner Closed Road - the City having enacted a bylaw closing the Vintner Closed Road to traffic and removing its dedication as highway, title to the Vintner Closed Road having been issued by the Land Title Office and the Grantor having purchased the Vintner Closed Road from the City.

Attachment 9

Page 8

(b) Subdivision - the Lands will be consolidated with the Vintner Closed Road and subdivided approximately as shown on Plan EPP118324, which is attached as Schedule F hereto.

It is the intent of the parties that the Form A Transfer of the Vintner Closed Road will be filed in the Land Title office concurrently with Plan EPP118324, which is attached as Schedule F hereto, on undertakings of the Grantor's solicitors acceptable to the Grantor's solicitors and the City's solicitors.

### 2.2 No Build – Entire Development

The Grantor covenants and agrees with the City, pursuant to section 219 of the *Land Title Act*, that the Grantor shall not construct or erect any building or structure on the Lands, and the City shall not, despite any statute or bylaw, be obliged to issue any Building Permit in respect of the Lands unless the following conditions have been satisfied:

- (a) Strata Servicing Report the Grantor will have prepared or caused to be prepared one or more Servicing Reports; and
- (b) Strata Bylaws the Grantor will have executed and delivered to the City a 219 Covenant binding any residential Building in the Development which is or will be subdivided under the *Strata Property Act* and to provide that any future strata council of any residential Strata Corporation may not enact bylaws or regulations to prohibit an owner from renting his or her Strata Lot to tenants for long term occupancy (exceeding thirty (30) days).

Nothing herein shall prevent the Grantor from submitting one or more applications to the City for a Development Permit and the City may, but shall not be obligated to, accept and process such application.

#### 2.3 No Build - Phase 1

The Grantor covenants and agrees with the City, pursuant to section 219 of the *Land Title Act*, that the Grantor shall not construct or erect any building or structure on the Lands, and the City shall not, despite any statute or bylaw, be obliged to issue any Building Permit in respect of Phase 1, unless the following conditions have been satisfied:

(a) Market Rental - the Grantor will have executed and delivered to the City, and the parties will have registered in the Land Title Office, a Housing Agreement (the "Market Rental Housing Agreement"), containing such terms as are agreed to by the General Manager of Community Development and the Grantor with respect to Market Rental Housing in Phase 1, the total area of which is or will be as provided in the Phase 1 DP, and Market Rental Housing in Phase 2, the total area of which is or will be as provided in the Phase 2 DP. The other details of the Market Rental Housing will be determined to the satisfaction of the General Manager of Community Development and as agreed to by the Grantor as part of the final Market Rental Housing Agreement to be prepared by the Grantor. The Market Rental Housing will be for a term equal to the greater of sixty (60) years or the life of the building containing the Market Rental Housing;

Attachment 9

Page 9

(b) Artist Housing - the Grantor will have executed and delivered to the City, and the parties will have registered in the Land Title Office, a Housing Agreement (the "Artist Housing Agreement") containing such terms as are agreed to by the General Manager of Community Development and the Grantor with respect to occupancy of a minimum of six artist studios in the Development to be leased to and occupied by eligible artists at a discount from the fair market value rent (the "Artist Housing"). The Artist Housing shall contain the total area therefor as provided in the Phase 1 DP. The other details of the Artist Housing and the qualifications with respect to the eligible artists will be determined to the satisfaction of the General Manager of Community Development and as agreed to by the Grantor as part of the final Artist Housing Agreement to be prepared by the Grantor. The Artist Housing will be for a term equal to the greater of sixty (60) years or the life of the building containing the Artist Housing;

### (c) Public Art:

- (i) Public Art Plan the Grantor will have caused to be delivered to the City, a Public Art Plan acceptable to the General Manager of Community Development describing in sufficient detail the public art to be installed in or upon the Development, the site location, selection process, public art opportunities, public art budget, project and art timelines. The budget for such public art will be no less than \$500,000, as adjusted for CPI. The Public Art Plan shall be consistent with Schedule G; and
- (ii) Public Art Covenant the Grantor will have executed and delivered to the City a 219 Covenant, in a form acceptable to the General Manager of Community Development, whereby the Grantor agrees to install such public art as is required in the Public Art Plan acceptable to the General Manager of Community Development;
- (d) Servicing Agreement the Grantor and the City will have entered into one or more servicing agreement(s) in the form of a 219 Covenant acceptable to the General Manager of Engineering (each a "Servicing Agreement") with respect to the works and services required as a condition of the City's Subdivision and Development Servicing Bylaw, No. 2831 (the "Servicing Bylaw"), the Servicing Report and the following works and services necessary to support Phase 1, including, without duplication:
  - (i) any services recommended in the Servicing Report for Phase 1;
  - (ii) realignment of the Metro Vancouver sanitary sewer and municipal sanitary sewer crossing South Schoolhouse Creek to Clarke Street via Barnet Highway;
  - (iii) redesign of the Clarke Street/Barnet Highway westbound right-turn movement to reduce turning speeds and improve safety;
  - (iv) Master Transportation Plan upgrades along Clarke Street fronting the Development, including the construction or contribution towards an atgrade bike storage facility in the form of racks adjacent to the Development accessible to the residents or visitors of the Development, as well as

Attachment 9

- members of the public, all as more particularly described in Bunt TIA Report;
- (v) Construction of any relocated utilities referred to in section 2.3(f); and
- (vi) implementation of a storm water management plan compliant with the Chines ISMP and future updates to stormwater best management practices, as applicable to Phase 1;
- (e) Regional Context Statement - the City having adopted the OCP Amendment and received approval from Metro Vancouver for the amendment to the Regional Context Statement (Appendix 1 to the OCP) contained therein;
- (f) Utilities - the Grantor will have confirmed to the General Manager of Engineering that arrangements have been made for or the relocation of all utilities on the Lands (including the Vintner Closed Road) at the Grantor's cost or as negotiated between the Grantor and the applicable agencies, including the Greater Vancouver Sewer & Drainage District, Fortis BC and any others. No relocation costs will be borne by the City. Any agreements between the Grantor and subject agencies will require the concurrence of the General Manager of Engineering;
- Clarke Street Modelling the Grantor has completed traffic and pedestrian (g) modelling (in addition to the improvements identified in the Bunt TIA Report) to confirm whether further widening of Clarke Street to four lanes is necessary. If such requirement is necessary, such road widening may be accommodated within the existing road network through the implementation of rush hour regulation parking;
- (h) TDM Measures - the Grantor and the City will have entered into a 219 Covenant whereby the Grantor agrees to implement the Phase 1 TDMs and the Phase 2 TDMs, to the satisfaction of the General Manager of Community Development at the Grantor's cost:
- (i) Riparian Protection - the Grantor will have granted the City a 219 Covenant, in a form acceptable to the General Manager of Community Development whereby the Grantor agrees to undertake the following environmental restoration and enhancement work as part of the Development:
  - (i) Riparian Setback Area - the Riparian Setback Area will be planted with native species at a density and timeframe in accordance with best management practices at the applicable time, to the satisfaction of the General Manager of Community Development, with annual monitoring and reporting for a period of five (5) years following the initial planting (the "Riparian Protection and Enhancement Area");
  - (ii) Public Trail - construction of the Public Trail by the Grantor at the Grantor's costs, in accordance with plans and specifications to be agreed to by the Grantor and the General Manager of Community Development. Upon the completion of the Public Trail:

Attachment 9

- A. the Grantor will maintain same in perpetuity at the Grantor's costs to the satisfaction of the General Manager of Community Development, acting reasonably; and
- B. the Grantor will grant a Statutory Right of Way and 219 Covenant in favour of the City, in a form acceptable to the General Manager of Community Development, to facilitate public access to the Public Trail and permit the City to maintain the Public Trail at the expense of the owner of the right of way area or such other entity if that owner or entity fails to do so in default of its obligations under said Statutory Right of Way and 219 Covenant; and
- (iii) Plans the Grantor will have caused the following plans to be prepared by the applicable Qualified Professionals, subject to acceptance by the General Manager of Community Development, and will undertake any work required pursuant to such plans:
  - A. Construction Environmental Management Plan;
  - B. Invasive Plant Management Plan;
  - C. Groundwater Management Plan; and
  - D. Environmental Impact Assessment;
- (j) Plaza Areas the Grantor will have granted a 219 Covenant and a Statutory Right of Way in favour of the City, in a form and covering the areas acceptable to the General Manager of Community Development, whereby the Grantor agrees to install and maintain certain plazas, currently intended to consist of the "Peller Plaza", the "Kitching Plaza", the "Clarke Street Plaza" and the "Central Commons" (collectively, the "Plaza Areas") providing public access for the life of the buildings adjacent to the Plaza Areas, with such obligation to maintain to be assumed by any Strata Corporation(s) whose common property includes the Plaza Areas or part thereof;
- (k) Noise the Grantor will have granted a 219 Covenant in favour of the City or any Governmental Authority, in a form acceptable to the General Manager of Community Development or such Governmental Authority, with respect to the disclosure to prospective buyers and occupants of the Lands of noise, vibration, odour, airborne particulate matter and other phenomena resulting from the Lands' proximity to industrial operations and the CPR line, including a release and save harmless;
- (I) Arts Centre the Grantor will have granted a 219 Covenant in favour of the City, in a form acceptable to the General Manager of Community Development, whereby the Grantor agrees to provide an arts centre (the "Arts Centre") in one of the buildings in the Development (the "Arts Centre Building") which will be in the area as provided in the Phase 1 DP which will include the following components:

Attachment 9

Page 12

- (i) the first floor will provide Retail (as defined in the Zoning Bylaw) in the form of commercial retail units in the total area therefor as provided in the Phase 1 DP;
- (ii) the second floor will provide 'flex space' in the total area therefor as provided in the Phase 1 DP that can be partitioned to accommodate the following uses: assembly of persons for religious, charitable, philanthropic, cultural, recreational and instructional purposes, including performance arts such as theatre, with the intent that any activity related to or associated with such uses are permissible. The City agrees that the Grantor is not obligated to carry out any or all of such uses;
- (iii) the third floor will provide Office (as defined in the Zoning Bylaw) in the total area therefor as provided in the Phase 1 DP; and
- (iv) the fourth floor will provide Child Care (as defined in the Zoning Bylaw) in the total area therefor as provided in the Phase 1 DP with both indoor and outdoor facilities.

The above uses shall be provided for the greater of sixty (60) years or the life of the Arts Centre Building. Nothing in the said 219 Covenant will prevent the Grantor from:

- (v) subdividing the Arts Centre Building or portions thereof (other than the Arts Centre) by way of a Strata Plan or a Subdivision Plan; and/or
- (vi) entering into business arrangements with respect to the operation or management of the Arts Centre, leasing or selling the Arts Centre to any public, private or non-profit entities and on terms at the Grantor's sole discretion,

subject to approval by the City and provided that the uses of the Arts Centre Building will remain as described in Sections 2.3(I)(i) to (iv) above; and

- (vii) Viewing Platform the Grantor will have entered into with the City a Servicing Agreement whereby the Grantor agrees to construct a viewing platform (the "Viewing Platform"), on the east side of South Schoolhouse Creek, with the precise location, design, features and specifications (including a bear proof garbage container to be installed at the entrance to the Viewing Platform (the "Platform Garbage Container") to be determined to the satisfaction of the General Manager of Community Development and as agreed to by the Grantor as part of the said Servicing Agreement. Upon the completion of the Viewing Platform:
  - A. the Grantor will maintain and monitor the Viewing Platform for a period of two (2) years (the "Platform Maintenance Period") at the Grantor's costs to the satisfaction of the General Manager of Community Development, acting reasonably;
  - B. at the expiry of the Platform Maintenance Period, the Grantor will deliver the as-built drawings therefor to the City;

Attachment 9

Page 13

- C. at the City's discretion, the Grantor will, at no cost to the City, dedicate the area where the Viewing Platform is located in favour of the City or if title to such area is issued, transfer same to the City; and
- D. the Grantor will grant a Statutory Right of Way and 219 Covenant in favour of the City, in a form acceptable to the General Manager of Community Development, to facilitate public access to the entrance of the Viewing Platform (the "Viewing Platform Entrance") and use of the Platform Garbage Container and to require the Grantor to empty and maintain the Platform Garbage Container from time to time to the same standard as similar garbage containers in outdoor public spaces in the City, with such obligation to maintain, and any release and indemnity associated therewith, to be assumed by any Strata Corporation(s) whose common property includes the Viewing Platform Entrance or part thereof; and
- (m) CACs. the Grantor will have paid or cause to be paid to the City, CACs in the amount of \$896,434, as adjusted for CPI.

#### 2.4 Cost Sharing

It is anticipated that in the event the Riparian Protection and Enhancement Area, the Plaza Areas, the Viewing Platform Entrance, the Platform Garbage Container or any of them are controlled or managed by one or more owners and/or users, including Strata Corporation(s) (but not the City), the costs for maintenance, insurance and replacement thereof will be shared by some or all of the owners and/or users of the Development on a fair and equitable basis.

#### 2.5 No Build - Phase 2

The Grantor covenants and agrees with the City, pursuant to section 219 of the *Land Title Act*, that the Grantor shall not construct or erect any building or structure on the Lands, and the City shall not, despite any statute or bylaw, be obliged to issue any Building Permit in respect of Phase 2 unless the following conditions have been satisfied:

the Grantor will have executed and delivered to the City, and the parties will have registered in the Land Title Office, a housing agreement (the "Seniors Housing Agreement") in a form agreed to by the City and the Grantor with respect to occupancy of seniors rental housing (the "Seniors Housing") in the total area therefor as provided in the Phase 2 DP. The Seniors Housing will comprise housing typologies and tenures that primarily pertain to individuals aged 55+, at all stages of health, and may include typologies ranging from independent living, assisted living to care facility to be occupied by eligible seniors on a rental basis. The other details of the Seniors Housing will be determined to the satisfaction of the General Manager of Community Development and as agreed to by the Grantor as part of the final Seniors Housing Agreement to be prepared by the Grantor. The Seniors Housing will be for greater of sixty (60) years or the life of the building containing the Seniors Housing;

Attachment 9

Page 14

- (b) the Grantor will have entered into one or more Servicing Agreements with respect to the works required as a condition of the Servicing Bylaw, the Servicing Report and the following works and services necessary to support Phase 2, without duplication:
  - reconstruction of Douglas Street and Short Street (full width including both boulevards) to support the extension of the Trans Canada Trail and pedestrian connectivity between Clarke Street and the Barnet Highway pathway;
  - (ii) eastbound left-turn lane on Clarke Street at Douglas Street; southbound, southbound right-turn lane on Douglas Street at St. Johns Street; and reconfiguration of lanes to add left-turn capacity at St. Johns Street and Barnet Highway;
  - (iii) design and construction of a traffic signal at the Douglas Street and St. Johns Street intersection; and
  - (iv) implementation of a storm water management plan compliant with the Chines ISMP and future updates to stormwater best management practices, as applicable to Phase 2;
- (c) with respect to the TDM Measures, the Grantor will have engaged Bunt & Associates or another firm of qualified transportation engineers upon or after the completion of Phase 1 to monitor the Phase 1 TDMs in order to review their efficacy and success against the intended goals described in the Bunt TIA Report. Such transportation engineers will then revise and update the Phase 2 TDMs as they deem appropriate or reasonable in their professional opinion, with such updated Phase 2 TDMs to be approved by the City;
- (d) the Grantor will have provided a cash in lieu contribution in the amount of \$1,120,000 payable as follows:
  - (i) upon issuance of the Building Permit for Phase 1, the amount of \$416,864; and
  - (ii) upon issuance of the Building Permit for Phase 2, the amount of \$703.136.

in lieu of the Grantor providing and operating a shuttle bus service, with each such amount to be adjusted for CPI, to be offset by the actual amount of the applicable Transportation Upgrades; and

(e) CACs. - the Grantor will have paid or cause to be paid to the City, CACs in the amount of \$6.00 per 0.09 m² (1.0 ft²) of the floor area being developed for residential use as indicated on the Building Permit to be issued by the City, as adjusted for CPI.

### 2.6 Exceptions

483

Attachment 9

Page 15

Notwithstanding Sections 2.2, 2.3 and 2.5, the Grantor may submit one or more applications to the City for Building Permit and the City may, but shall not be obligated to, accept and process such application. In addition, the Grantor may carry on site preparation, clearing and excavation of the Lands, subject to all applicable statutes and bylaws.

#### 2.7 No Use

The Lands and the Development shall not be used for any use that is not authorized by the Zoning Bylaw upon the adoption thereof. For certainty, upon adoption of the Rezoning Bylaw, the Grantor agrees to abandon and waive any and all legal non-conforming use rights it may have in relation to the Lands.

### 2.8 Refusal of Approvals

The City may refuse, but shall in no case be obligated to refuse, to issue a BP, final inspection, Occupancy Permit or Development Permit for any Building or structure on the Lands if any of the restrictions or conditions contained herein in relation therewith have not been complied with. In addition, the City's Approving Officer may refuse, but shall in no case be obligated to refuse, to approve any subdivision of all or part of the Lands if any of the restrictions or conditions contained herein have not been complied with.

### 2.9 Sale of Lands

The Grantor agrees that it will not sell, transfer or otherwise dispose of any fee simple or leasehold interest in the whole or any part of the Lands to any person, trust, corporation, partnership or other entity (the "**Purchaser**") other than the transfer of an interest:

- (a) to a purchaser of a strata lot, other than a bare land strata lot; or
- (b) by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), prior to the discharges described in Article 3,

unless the Grantor and the Purchaser enter into an assumption agreement with the City whereby the Purchaser:

- (c) acknowledges that the Purchaser is aware of the terms of this Agreement; and
- (d) assumes and agrees to observe and perform the terms of this Agreement,

with the form of such assumption agreement to be acceptable to the General Manager of Community Development, acting reasonably.

# ARTICLE 3 DISCHARGE

#### 3.1 Discharge of Covenants

The City must execute and deliver to the Grantor a discharge, in registrable form of this Agreement from title to the Lands at the request and expense of the Grantor:

Attachment 9

Page 16

- (a) if the OCP Amendment and the Rezoning Bylaw are not adopted by the City on or before December 31, 2023; or
- if the Rezoning Bylaw is appealed after its adoption, and after the exhaustion of all (b) appeals, the Rezoning Bylaw is guashed in its entirety.

#### 3.2 Discharge of No Subdivision Covenant

In the event that Section 3.1 does not apply, the City must execute and deliver to the Grantor a discharge, in registrable form, of Section 2.1 of this Agreement from title to the Lands at the request and expense of the Grantor, if the Grantor has satisfactorily completed all of the conditions set out in Section 2.1.

#### 3.3 Discharge of No Build Entire Development Covenant

In the event that Section 3.1 does not apply, the City must execute and deliver to the Grantor a discharge, in registrable form, of Section 2.2 of this Agreement from title to the Lands at the request and expense of the Grantor, if the Grantor has satisfactorily completed all of the conditions set out in Section 2.2.

#### 3.4 Discharge of No Build Covenant - Phase 1

In the event that Section 3.1 does not apply, the City must execute and deliver to the Grantor a discharge, in registrable form, of Section 2.3 of this Agreement from title to the Lands at the request and expense of the Grantor, if the Grantor has satisfactorily completed all of the conditions set out in Section 2.3.

#### 3.5 Discharge of No Build Covenant - Phase 2

In the event that Section 3.1 does not apply, the City must execute and deliver to the Grantor a discharge, in registrable form, of Section 2.5 of this Agreement from title to the Lands at the request and expense of the Grantor, if the Grantor has satisfactorily completed all of the conditions set out in Section 2.5.

### **ARTICLE 4 RELEASE & INDEMNITY**

#### 4.1 Release

The Grantor hereby releases and forever discharges the City and the City Personnel from and against all manner of claims, actions, causes of actions, suits and demands whatsoever at law or at equity the Grantor may at any time have by reason of or in connection with or arising directly or indirectly from this Agreement including, but not limited to, those which may derive from any act or omission carried out by or not carried out by the City or any of the City Personnel in the exercise or purported exercise of any of the rights or in compliance or attempted compliance with any obligations granted or imposed by this Agreement, or arising from the restrictions imposed on the use or development of the Lands by this Agreement or its registration in the appropriate Land Title Office.

#### 4.2 Indemnity.

485

Attachment 9

Page 17

The Grantor shall at all times indemnify, defend and save harmless the City and the City Personnel from and against all claims, demands, actions, suits, losses, costs, fines, penalties, charges, damages and expenses including legal fees and litigation expenses whatsoever which the City or the City Personnel may incur, suffer or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Grantor contained in this Agreement, from the granting or existence of this Agreement, from the performance or non-performance of this Agreement by the Grantor or from any act or omission carried out by or not carried out by the City or any of the City Personnel in the exercise or purported exercise of any of the rights or in compliance or attempted compliance with any obligations granted or imposed by this Agreement, or arising from the restrictions imposed on the use or development of the Lands by this Agreement or its registration in the appropriate Land Title Office.

### ARTICLE 5 GENERAL

### 5.1 Notices

Any notice or other communication required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and either delivered personally (and if delivered on a Business Day shall be deemed to be received when delivered), or mailed by prepaid registered mail in any Canada Post Office (and if so shall be deemed to be delivered on the fourth Business Day following such mailing, except that, in the event of interruption of mail service notice shall be deemed to be delivered only when actually received by the party to whom it is addressed) or e-mailed (and if so shall be deemed to be received when e-mailed if prior to 5:00 pm on a Business Day and the following Business Day if e-mailed after 5:00 pm on a Business Day), so long as the notice is addressed as follows:

To the Grantor at:

Andrew Peller Limited 697 South Service Road Grimsby, Ontario L3M 4E8

Attention: John Peller

Email address: john.peller@andrewpeller.com

With a courtesy copy to:

Terra Law Corporation 2800 – 650 West Georgia Street Vancouver, British Columbia V6B 4N7

Attention: Elizabeth Yip

Email address: eyip@terralawcorp.ca

To the City at:

486 Attachment 9

Page 18

City of Port Moody 100 Newport Drive Port Moody, British Columbia V3H 5C3

Attention: • Email address: •

With a courtesy copy to:

Lidstone & Co. 1300 – 128 Pender Street Vancouver, British Columbia V6B 1R8

Attention: Don Lidstone

Email address: lidstone@lidstone.ca

or to such other address of which a party from time to time notifies in writing the other party. Failure to deliver a courtesy copy of any notice shall not invalidate the delivery of such notice to the City or the Grantor.

### 5.2 Runs with the Lands

The covenants contained in this Agreement will run with and bind the Lands until discharged in accordance with this Agreement.

#### 5.3 No Liability

The parties agree that neither the Grantor, nor any successor in title to the Lands, or portions thereof, will be liable for breaches of or non-observance or non-performance of covenants contained in this Agreement occurring after the date that the Grantor or their successors in title, as the case may be, ceases to be the registered or beneficial owner of the Lands; provided, however, the Grantor or their successors in title, as the case may be, shall remain liable after ceasing to be the registered or beneficial owner of the Lands for all breaches of and non-observance and non-performance of covenants in this Agreement if the breach, non-observance or non-performance occurred prior to the date the Grantor or any successors in title, as the case may be, ceased to be the registered or beneficial owner of the Lands.

#### 5.4 No Compensation

The Grantor acknowledges and agrees that no compensation is payable, and the Grantor 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 Grantor and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

### 5.5 Assignment of Rights

The City, upon prior written notice to the Grantor, may assign or license all or any part of this Agreement or any or all of the City's rights under this Agreement to any governmental agency or

Page 19

# Considered at the July 25, 2023, Regular Council meeting

107

Attachment 9

to any corporation or entity charged with the responsibility for providing such public facilities, services or utilities.

#### 5.6 Severability

If any article, section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect and, in such case, the parties hereto will agree upon an amendment to be made to the section, subsection, sentence, clause or phrase previously found to be invalid and will do or cause to be done all acts reasonably necessary in order to amend this Agreement so as to reflect its original spirit and intent.

### 5.7 Priority

The Grantor agrees to cause the registrable interests in land granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered against title to the Lands at the instance of the City, whether in favour of the City or otherwise; and
- (c) which the City has determined may rank in priority to the registrable interests in land granted pursuant to this Agreement.

### 5.8 No Fettering and No Derogation

Nothing contained or implied in this Agreement shall:

- (a) fetter in any way the discretion of the City or the Council of the City;
- (b) derogate from the obligations of the Grantor under any other agreement with the City;
- (c) prejudice or affect the City's rights, powers, duties or obligation in the exercise of its functions pursuant to the Community Charter or the Local Government Act, as amended or replaced from time to time;
- (d) fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantor and the City;
- (e) constitute or be construed as any permit or approval required by any bylaw or any public or private statute, order or regulation, including but not limited to any permit or approval to carry out any works within any road or any lands owned or occupied by the City;

488

Attachment 9

Page 20

(f) cancel or modify the terms of any other covenant, right-of-way, permit, interest, charge, legal notation or agreement entered into between the parties or registered against the Lands or any portion thereof.

#### 5.9 Equitable Relief

The Grantor covenants and agrees that in addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Grantor acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Grantor under this Agreement. The Grantor acknowledges and agrees that no failure or delay on the part of the City to exercise any right under this Agreement will operate as a waiver by the City of such right.

#### 5.10 No Waiver and Remedies

The Grantor and the City acknowledge and agree that no failure on the part of either party hereto to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by either party of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies provided in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for either party in this Agreement will be deemed to be in addition to and not, except as expressly stated in this Agreement, restrictive of the remedies of either party hereto at law or in equity.

#### 5.11 Measurements

All measurements of areas in this Agreement are referenced in the architectural plans with respect to the Development prepared by Chris Dikeakos Architects Inc. dated February 22, 2022 and are approximate.

#### 5.12 No Representations

The City has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor in connection with the subject matter hereof, except as expressly provided in this Agreement.

#### 5.13 Plans and Schedules

Where reduced copies of any plan or sketch are attached as a schedule to this Agreement, reference may be made to the full size or original copy of such plan or sketch.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in the General Instrument - Part I, which is attached to and forms part of this Agreement as of the day, month and year first above written.

Attachment 9

Page 21

### SCHEDULE A LEGAL DESCRIPTIONS

- Parcel Identifier: 011-459-123
   Lot 36 Block 3 District Lot 202 Group 1 New Westminster District Plan 55
- Parcel Identifier: 011-459-140
   Lot 37 Block 3 District Lot 202 Group 1 New Westminster District Plan 55
- Parcel Identifier: 011-459-174
   Lot 38 Block 3 District Lot 202 Group 1 New Westminster District Plan 55
- Parcel Identifier: 011-459-191
   Lot 39 Block 3 District Lot 202 Group 1 New Westminster District Plan 55
- 5. Parcel Identifier: 011-459-255
  Lot 40 Except: West 3 Feet, Block 3 District Lot 202 Group 1 New Westminster District
  Plan 55
- 6. Parcel Identifier: 011-459-239
  West 3 Feet Lot 40 Block 3 District Lot 202 Group 1 New Westminster District Plan 55
- 7. Parcel Identifier: 011-459-271
  Lot 41 Block 3 District Lot 202 Group 1 New Westminster District Plan 55
- 8. Parcel Identifier: 011-459-280
  Lot 42 Block 3 District Lot 202 Group 1 New Westminster District Plan 55 Except Plan Epp17730
- Parcel Identifier: 011-459-298
   North Half Lot 43 Block 3 District Lot 202 Group 1 New Westminster District Plan 55
- Parcel Identifier: 011-459-310
   South Half Lot 43 Block 3 District Lot 202 Group 1 New Westminster District Plan 55
- Parcel Identifier: 011-459-301
   North Half Lot 44 Block 3 District Lot 202 Group 1 New Westminster District Plan 55
- Parcel Identifier: 011-459-328
   South Half Lot 44 Block 3 District Lot 202 Group 1 New Westminster District Plan 55
- Parcel Identifier: 009-249-761
   Lot 65 Except: Part Dedicated Road on Plan LMP18410, District Lot 202 Group 1 New Westminster District Plan 22766
- 14. Parcel Identifier: 011-463-724 Parcel "A" (Reference Plan 37530) District Lot 202 Group 1 New Westminster District Plan 55

Attachment 9

Page 22

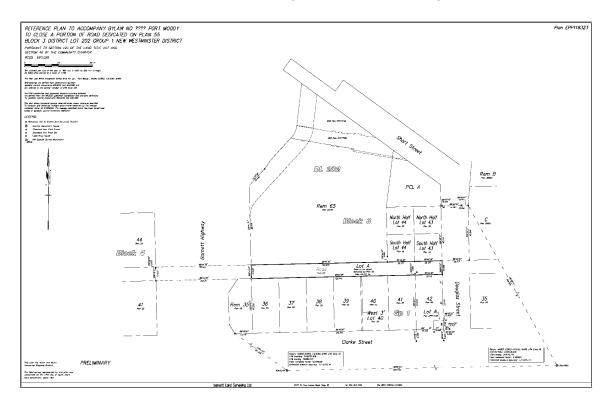
15. Parcel Identifier: 006-878-423 Lot 90 District Lot 202 Group 1 New Westminster District Plan 43428 Except Part Dedicated Road on Plan LMP18410

Parcel Identifier: 006-881-751 16. Lot 91 District Lot 202 Group 1 New Westminster District Plan 43464

Attachment 9

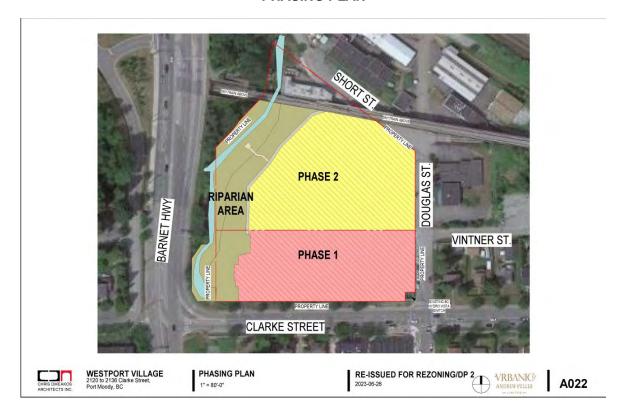
Page 23

### SCHEDULE B PLAN EPP118323 (CLOSED ROAD PLAN)



Page 24

### **SCHEDULE C PHASING PLAN**



Page 25

### **SCHEDULE D TRAIL PLAN**

\* Public Trail is as shown in deep green



Page 26

101

Attachment 9

### SCHEDULE E TDM MEASURES

#### Phase 1 TDM

- Provide three (3) car-share vehicles (electric) plus three (3) designated car-share parking spaces;
- Provide a Transit Pass Program offering a one-year, 50% subsidy of the cost of a monthly transit pass (two-zone) for all residential dwelling units in Phase 1;
- Provide for 10 bike-share electric bicycles with secured storage available to the market strata, rental and artisan village residents;
- Provide end-of-trip change rooms, lockers and showers for the community building and commercial uses employees;
- Provide a bicycle maintenance room with bike stand and repair tools;
- Unbundled parking residential uses (parking costed separately from purchase price or monthly rent, whichever applies);
- · Paid parking for non-residential uses;
- Provide for Designated Carpool Parking;

#### Phase 2 TDM

- Provide at least one (1) additional car-share vehicle (electric) plus one (1) designated car-share parking space;
- Provide a Transit Pass Program offering a one-year, 50% subsidy of the cost of a monthly transit pass (two-zone) for all residential dwelling units in Phase 2;
- Provide for additional bike-share electric bicycles with secured storage available to Phase 2 residents;
- Provide end-of-trip change rooms, lockers and showers for the Phase 2 nonresidential uses;
- Provide a bicycle maintenance room with bike stand and repair tools;
- Unbundled parking residential uses (parking costed separately from condo purchase price or monthly rent, whichever applies);
- Paid parking for non-residential uses; and
- Provide for Designated Carpool Parking.

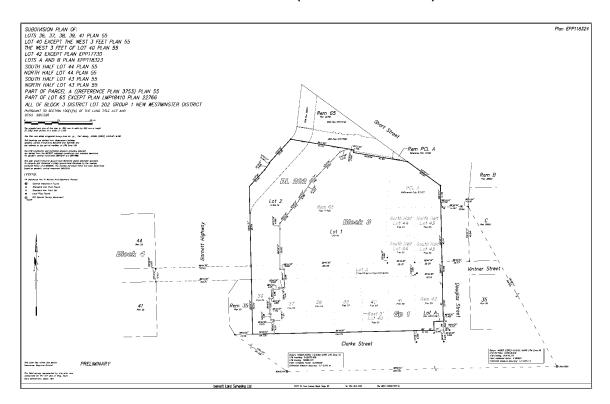
# Considered at the July 25, 2023, Regular Council meeting Attachment 1 Attachment 1 Attachment 9

Page 27

Attachment 9

Page 28

### SCHEDULE F PLAN EPP118324 (SUBDIVISION PLAN)



Page 29

### SCHEDULE G **WESTPORT VILLAGE PUBLIC ART**



100 Newport Drive, Port Moody, B.C., V3H 5C3, Canada Tel 604.469.4500. Fax 604.469.4550

### Private Developer Public Art Guidelines

#### Introduction

Public art makes Port Moody beautiful, aesthetically pleasing, and interesting. It builds our community by enhancing our quality of life, contributing to economic development and helping us celebrate our rich history. It brings art to life for our citizens in many everyday settings. Public art shows our commitment to artists and to providing our citizens with access to art from British Columbia, Canada, and around the world.

The purpose of the Private Developer Public Art Guidelines is to assist private developers in making valuable contributions to public art in the City of Port Moody.

Questions regarding these guidelines may be directed to Devin Jain, Manager of Cultural Services, 604-469-4689 or djain@portmoody.ca.

#### Background - Public Art Policy

Port Moody City Council approved its current Public Art Policy in 2014.

The goals of the Public Art Policy are to:

- incorporate and integrate permanent public art installations into the planning, design, and execution of civic and private development projects;
- include temporary installations of artwork where possible:
- · ensure compatibility with the City's Official Community Plan and development
- contribute to the quality of life in Port Moody and act as a stimulus for the City's economic development and cultural tourism:
- ensure that the public art collection represents a diverse variety of artistic mediums and cultural expression while incorporating excellence, quality, and innovation;
- · ensure that the competition and selection process is informed, fair and open;
- encourage community members to participate in the public art process; and
- make art accessible to the public through everyday projects.

The Policy encourages private developers to contribute to the City's Artwork Reserve (funds held for the purchase of public art), or to install public artwork on the property being developed.

Document: 414994

Attachment 9

Page 30

### **Private Developer Public Art Guidelines**

In cases where a developer chooses to install public artwork on the property being developed, the following points should be considered:

- Developments that would benefit from public art include multi-family residential and nonresidential buildings.
- 2. Locations for public art should be chosen such that they allow for visibility and accessibility by the general public.
- 3. The suggested value of a developer's artwork is a minimum of .5% of the estimated total project construction costs, excluding the value of the land on which the project is to be constructed, the value of offsite servicing for the development, and the development project's soft costs such as administration, professional and legal fees, furnishings, development cost charges, and permit fees.
- Developers are encouraged to seek input from the City of Port Moody Arts and Culture Committee with respect to the type of artwork being proposed.
- The developer should include language in the strata agreement that outlines the responsibility and requirement of the strata to maintain the public art piece as they would any other amenity in the complex.

#### **Public Art Siting**

Locations designated for the installation (current or future) of public art projects should meet the following criteria:

- high visibility and safety for pedestrians and/or motorists;
- proximity to high pedestrian activity (e.g. active retail areas), transit stops (especially
  those serving high ridership routes), places of public gathering, public open spaces, and
  recognized pedestrian routes;
- when possible, locations should present opportunities to expand on existing or future public artworks as part of an existing or proposed multi-artwork concept; and
- · when possible, locations should be places of special heritage or community significance.

Given these criteria, indoor areas are usually deemed unsuitable; however, if sited indoors, the artwork must offer the general public a free and uninhibited experience during normal business hours.

The designation of public art siting locations(s) should be indicated on the appropriate document(s), e.g. public art plan, development permit, building permit drawings.

Attachment 9

Page 31

#### Public Art Plan and Design

The developer or their designate (public art consultant) will meet with City staff to review the Public Art Policy goals and the steps and stages of the public art process, and discuss preparation of a Public Art Plan as applicable to the development project.

The Public Art Plan consists of three steps:

- 1. The developer or designate prepares a preliminary Public Art Plan proposal, i.e. a twoto-three page proposal identifying estimated budget, public art opportunities, timeline for artist participation, and terms of reference for site and artist selection.
- 2. The developer or designate prepares a detailed Public Art Plan describing the selected public art site(s) and concept; artist(s); budget allocations; project schedule, construction, installation, and documentation; public participation proposed; progress reports; anticipated needs for property dedication or encroachment; and proposed maintenance plan.
- 3. The City of Port Moody's Cultural Services staff will review the Public Art Plan for:
  - a. proposed method of artist participation;
  - b. terms of reference for artist;
  - c. site selection process:
  - d. budget allocations within the project; and
  - e. public consultation or participation process (i.e. selection committee, jury or commission)

The detailed Public Art Plan is reviewed by the City of Port Moody and approved prior to issuance of the Development Permit Application, or initiation of the public art project.

#### Maintenance

Artwork created on private property must remain accessible to the public at no cost and be maintained in good repair by the owner(s) of the development. In the event the artwork is damaged beyond repair, or becomes ineffective for reasons other than the owner's failure to maintain it, or in the event the work becomes an unreasonable burden to maintain, application to allow its removal or relocation may be made in a manner consistent with decommissioning procedures established by the City of Port Moody.

#### **Public Art Documentation**

A project is deemed completed when a Final Report is submitted to, and accepted by, City staff. The following documentation must be filed with the City at the completion of the public art project:

Attachment 9

Page 32

- · biographical details about the artist(s);
- · an artist statement and specifications about the artwork;
- six good-quality, high-resolution, detailed images showing the artwork in context and
- other related materials as needed to reveal the artwork and/or artist intentions (e.g. film, video clips, print/digital materials, etc.); and
- a copy of the artist's maintenance plan.

#### **Key Terms**

Private developers may find the following key terms useful as they develop their Public Art Plan:

#### Artwork:

Artist-made creations or collaborations in any medium, for example; sculpture, ceramic, glass, film, video, fabric, painting, environment, landscape, photography, etc.

#### Artist:

As the creator, the artist is a catalyst and manager of a creative process resulting in a finished product. This product is in response to physical and/or social, historical, and conceptual issues.

Those involved in the development project team (e.g. architect, landscape architect, and engineer) are not permitted to apply to be the artist as defined above.

For the purposes of the Private Developer Public Art Guidelines, the definition of "artist" adheres to the Canada Council for the Arts definition of a professional artist, visual and fine craft artist, or practitioner of architecture.

#### Art Consultant:

An art consultant is an advisor to the developer on art siting, selection, and artist-related issues. Consultants should have a broad knowledge of current art-making practices and of artists able to work in public and development contexts. The City of Port Moody encourages developers to work with an art consultant for their public art plan.

#### Public Art:

Public art is defined as artwork in the public realm, which is accessible physically or visually to the public and possesses aesthetic qualities.

#### Artwork Reserve:

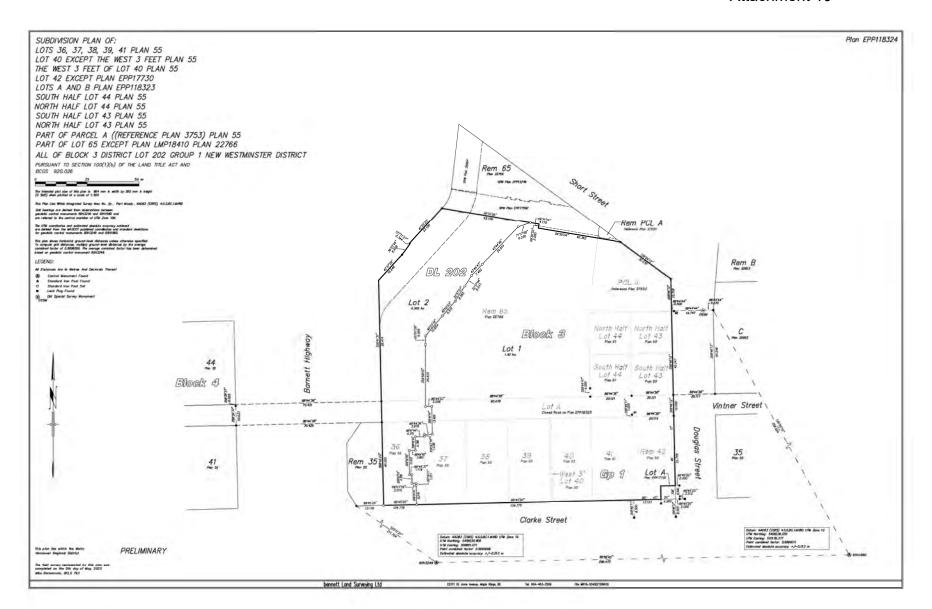
The City fund which reserves financial contributions from public and private sources for Public Art Program purposes.

#### Public Realm:

The public realm includes the places and spaces (e.g. building facades, parks, public open spaces, streets) that provide physical or visual access to the general public.

501

Attachment 10



502

Attachment 11

# PORT MOODY

### Sustainability Report Card Mixed Use Projects

Version 1.1, August 2022

### **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. Buildings are a vital part of our community, providing shelter, employment, recreation opportunities, services, shopping and more. With the amount of time we spend in our buildings they play an essential role in how prepared we are for our changing climate, influence the vitality of our community, and shape our everyday lives.

The buildings we build today will be around for the next 60–80 years on average and it is crucial for the evolution of our community that these structures are built to the highest sustainability standards. In 2020 Council adopted the City's Climate Action Plan, a comprehensive strategy laying out a pathway to become a carbon neutral, resilient community by 2050. This Plan includes various building-related actions that project proposals should incorporate to work towards the vision that:

"Port Moody is a resilient community that honours climate justice, leading the urgent response to climate change through collective action."

- Climate Action Committee, 2019

Port Moody encourages innovative thinking in community design to achieve sustainable communities. To this end, the Report Card is a requirement for rezoning, development permit, heritage revitalization agreement, and heritage alteration permit applications. The Report Card identifies performance measures based on community sustainability values, and these measures are used to evaluate development proposals. The Report Card is a tool that summarizes overall project sustainability and is integrated with all other development approval requirements.

The Report Card focuses on performance criteria within four pillars of sustainability defined by the City as:

#### 1. Cultural Sustainability

Cultural sustainability recognizes the need to honour and transmit cultural beliefs, practices, heritage conservation, and culture for future generations. Cultural sustainability is about fostering cultural rights, local culture and cultural identity in a community. Cultural sustainability can be achieved through innovation and preservation of identity through different forms of creative expressions (e.g., art, events), celebrating cultural customs, and preserving and transmitting cultural heritage and customs through design of culturally inclusive landscapes, architecture, programs, and amenities.

### 2. Economic Sustainability

Economic sustainability in the Port Moody context means offering a broad range of local employment opportunities that will reduce commute distances and times, encouraging creative and clean industry and jobs, and building a more sustainable financial future for the City. The impacts of this approach will reduce GHG emissions, enable active transportation as a more viable means of getting around, build more resilient local business communities, and strengthen the social fabric of the city.

503

Attachment 11

#### 3. Environmental Sustainability

Environmental sustainability refers to the protection, management, and monitoring of ecosystems and natural assets to ensure the long-term productivity and health of resources to meet future economic and social needs. Environmental sustainability involves protecting, restoring, and connecting environmental systems to maintain function and ecological integrity. It also acknowledges that human civilisation takes resources to sustain our modern way of life, recognizes the elements that place stress on the environment and incorporates how technology will drive our greener future.

#### 4. Social Sustainability

Social sustainability is about inclusive and resilient societies that understand what citizens need from the places where they live, work and play and where citizens feel supported in their well-being and are encouraged to evolve. Social sustainability combines physical design with support mechanisms to enhance social liveability, amenities, and systems that actively support the capacity of current and future generations to create healthy and livable communities. Socially sustainable communities promote diversity, equity and inclusion, foster connectivity and provide a high quality of life.

### **Process**

The Sustainability Report Card forms part of the application materials for rezoning, development permit, heritage revitalization agreement, and heritage alteration permit proposals. There are five steps to follow in completing the Sustainability Report Card process:

- 1. Consult with City planning staff to discuss your proposal and determine if a Sustainability Report Card must be submitted with your development application.
- Following the initial conversation with staff, and while preparing your application, complete the Sustainability Report Card by filling in the appropriate information that applies to your application and submit a completed copy to your file manager.
- 3. The Sustainability Report Card will be marked three times:
  - a. Prior to first reading;
  - b. Prior to Advisory Design Panel and Land Use Committee; and
  - c. Final scoring prior to Development Permit issuance.

At each of these marking intervals Planning staff will review the Report Card for completeness and accuracy and forward to staff in various departments for marking. Staff will make comments, determine a score, and provide the applicant an opportunity to revise the Report Card. The score and comments will be included in the land use reports that are distributed to the Advisory Design Panel, Land Use Committee, and City Council.

- 4. Commitments indicated in the Report Card will be secured through various means including, but not limited to, Development Permit conditions, securities, and various agreements (e.g., Servicing Agreement) or covenants. The method of securing the commitment is noted for each criteria.
- 5. If your application is approved by Council, your final Sustainability Report Card is maintained in the development file and a copy is provided to the City's Building Division.

504

Attachment 11

### Instructions

- Your Report Card must contain sufficient detail to ensure each measure can be evaluated. Make reference to the appropriate plans, drawings, and reports that demonstrate how the performance measure is met where appropriate.
- 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. In this case, select N/A and the points will be subtracted from the
  overall points available to increase fairness. Some criteria do not include N/A as an option as this is
  expected/possible on each project.
- . Key terms are defined in the Glossary at the end of the Report Card document.
- Refer to the Resources section in each criteria for links to web-based resources relevant to measures in the Sustainability Report Card.

### Scoring

- Scoring of the Report Card reflects a project's overall ability to be a sustainable development. Criteria
  are assigned points to indicate their significance based on:
  - 1. the level of difficulty to integrate criteria into project design;
  - 2. the order-of-magnitude cost added to the project;
  - 3. alignment with identified City and community priorities;
  - 4. the level of urgency for Port Moody in terms of achieving community sustainability goals; and
  - 5. the degree of effectiveness for increasing overall project sustainability.
- Performance measures are ordered based on priority. The first performance measure under each topic area in each pillar is the highest priority. The highest priority performance measures typically offer the highest possible points.
- City staff score the completed Report Card based on the principle of best achievable on each site for
  each performance measure. Points for achieving various means are indicated. Where open ended
  responses are permitted, staff will make a fair assessment of the project's performance for the measure
  with respect to site conditions.
- Where criteria may not be applicable to your project due to constraints, select the N/A option and the
  points will be subtracted from the overall points available to increase fairness. Some criteria do not
  include N/A as an option as this is expected/possible on each project.
- 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 City Council.
- Additional space is provided for the applicant to address innovations and constraints not captured
  elsewhere in the Report Card. Innovation items have a maximum score of 3 points. Constraints are not
  scored but given specific mention in Council Reports. Applicants are required to provide a narrative of
  how the project is contributing to each pillar of sustainability.
- Staff will review your completed Report Card and provide feedback to give you the opportunity to achieve the highest score possible by the time the project is considered for adoption or permit approval.

505

Attachment 11

### Monitoring

In general, the information required from the applicant for the Sustainability Report Card is similar to the information required for a typical development application. However, to ensure accountability, the City may 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 criteria. We encourage you to provide as much information as possible to assist City staff in their review of your development proposal.

### **Public Information**

Copies of the Report Card are maintained by the Development Planning Division and are included as an attachment to Council reports related to the application. Therefore, Report Cards are part of the public record.

506

Attachment 11

### **Property and Applicant Information**

Applicant: Urbanics Consultants Ltd. Telephone: 604 669 2724 Email: vpboname@urbanics.com Registered owner: Andrew Peller Limited Inc. Project address: 2110 to 2136 CLARKE STREET, 2120 VINTNER STREET, PORT MOODY, BC Proposed use: Total floor space (m<sup>2</sup>): 67500 Mixed Use Village **Building type:** Number of storeys: 31 Mixed Use Number of units: 500+

### Final Score (staff to complete)

Pillar	Total possible points	Sum of N/A points	Sum of missed points	Applicant total points	Pillar % score
Cultural Sustainability	56	19	5	32	86
Economic Sustainability	93	0	3	90	97
Environmental Sustainability	172	5	52	115	69
Social Sustainability	165	0	56	106	65

507

Attachment 11

# 1. Cultural Sustainability

ırts			
1a (applicants can choose between C1a or C1b)	12 points possible)	Resources	
	Developer Public Art Guidelines		
oes the project designate space for artists or creative en tained for the lifetime of the project?	Art in Public Spaces Master Plan		
Yes		Arts and Culture Master Plan	
No		7.00 mm max	
N/A (applicants can choose between C1a or C1b)		Enforcement	
yes:		- Units (market and below	
Check all that apply: (up to 12 points,		market) will be secured throug a Housing Agreement.  - Plaza/creative/exhibition space	
artist studios (2 points for first studio + 1 point for ea			
☐ family-size live-work units – sold below market value	(3 points per unit, max 8 points)	& temporary artist space will be confirmed through the Development Permit.	
☐ family-size live-work units – sold at market value	(2 points per unit, max 6 points)	- Elements on Landscape Plans	
<ul> <li>plaza, creative placemaking space, available for public (e.g., outdoor stage)</li> </ul>	will be subject to securities.		
☐ temporary artist spaces on or off the site	(2 points)	<ul> <li>Formal written confirmation of arrangements for managing</li> </ul>	
publicly viewable exhibition space	(2 points)	spaces will be required.	
☐ developer identified need/opportunity	(up to 4 points)		
Please specify:		Staff comments	
Provide the size and details of the proposed space(s):			
6 below market artists live-work townhouses are proposed live-work townhouses are proposed. The below market ur a 20% below prevailing rates (rental, ownership or life lea	nits will be priced at		
For the spaces being provided in this project, how will managed? (e.g., who is responsible for managing tenants etc)?	Charles Charles and Advantage Charles Charles		
Sold to owners, as freehold strata, or as life lease or renta	al.		
		Score 12/1	

508

### Attachment 11

041	Resources		
C1b (applicants can choose between C1a or C1b) (6 points possible)	Developer Public Art Guidelines		
Does the project include artwork which is aligned with the Art in Public Spaces Master Plan and located in a publicly accessible or publicly owned	Art in Public Spaces Master Plan		
space? (Note: Public Art Policy encourages at least 0.5% of construction costs) (4 points)	Arts and Culture Master Plan		
■ Yes			
□ No	Enforcement		
□ N/A (applicants can choose between C1a or C1b)	<ul> <li>Formal written commitment to engage in a process to include</li> </ul>		
Applicants are encouraged to work with artists and/or art consultants early so that artworks can be incorporated in meaningful and creative ways. Has an artist or art consultant been engaged for this project? (2 points)	public art will be required.  Confirmation of the value of this commitment and securing		
■ Yes	this commitment through a		
□ No	letter of credit submitted prior to issuance of Development Permit will be required.		
OR	Collection of public art funds     prior to issuance of		
Does the project provide an in lieu financial contribution to the City's Artwork Reserve Fund in accordance with the City's Public Art Policy?  (4 points)	development permit will be required.  Staff comments		
☐ Yes	Applicant to ensure		
□ No	commitment to C1b and		
■ N/A (applicants can choose between C1a or C1b)	demonstration of steps taken		
What is the proposed contribution to the City's Artwork Reserve Fund? (Note: Public Art Policy encourages at least 0.5% of construction costs)  (up to 2 points)	Response: Public Art Consultant has been hired to provide a Public Art Plan and engage a Public Art Selection Process		
(2 points if contribution is at least 10% greater than recommendation)			
\$ amount: % of construction budget:			
	Score 6 /6		

509 Attachment 11 Enforcement C2 (2 points possible) Architectural elements will be Does the project include artistically designed (professionally designed) secured through the architectural elements that enhance the overall visual appeal of the Development Permit. development (e.g., water feature)? - Elements on Landscape Plans Yes will be subject to securities. □ No If yes, describe how: Staff comments Architectural materials have been selected and detailed to align with the concept of the overall development - the incorporation of industrial inspired materials and colour palette. The incorporation of green roof and planters on the buildings contributes to the overall visual appeal of the project and adds to the pedestrian experience. The Artist Village is oriented on an active Arts oriented plaza as well as several other plazas celebrating the legacy of prominent citizens in Port Moody (Ann Kitching and Andrew Peller). Spanish steps on the western edge of the site leading to the School House Creel Trail Score 2 /2 Enforcement C3 (2 points possible) Elements on Landscape Plans Does the project include artistically designed (professionally designed) will be subject to securities. street furniture and/or streetscape enhancements (e.g., artistically designed benches, streetlights, tree grates)? (Note: consider maintenance and Elements included in Civil replacement of furniture/enhancements) Plans will be secured through the Servicing Agreement. Yes ☐ No Staff comments □ N/A Elements provided in response If yes, describe the furniture/enhancements and how they will be will need to be confirmed by applicant (referring to "custom maintained: designed street furniture, trees The Artist Village will have custom designed street furniture, trees and benches and benches") The Artist Village uses decorative metal panels with lazer cut text as signage and address panels throughout and custom paving patterns have been designed to reflect the creel and salmon

Score 2 /2

510 Attachment 11 Resources C4 (2 points possible) Art in Public Spaces Master Plan Describe how your project aligns with the Art in Public Spaces and/or Arts Arts and Culture Master Plan and Culture Master Plans, or otherwise contributes to the overall cultural and artistic vitality of Port Moody: Enforcement Westport Village was originally designed to reflect the artistic heritage of Port - N/A Moody as the "City of the Arts." The Arts Centre is intended to support the needs of the community. The first floor will have an Art's Cafe, a multi-function galleria and adjacent room that can be programed for a variety of art's events, Staff comments community events and displays, retail spaces are provided and a restaurant space along with the main entry to the second floor performance/multifunction is the second floor publicly space. The second floor will have a black box space, a multi-function space and accessible for the community lobby that can be programed for large performances or events as well as and public to use and be in smaller events, this is a space that will feature dance, performing arts, lectures, involved? What are the hours it seminars, galas, etc. The Artist Village will have 10 live-work townhouses with is publicly accessible? retail and fabrication studios on the first floor and 2 storey residential suites Applicant to confirm. above each studio, 6 of live-work will be reserved as 20% below market rates for Score 2 /2 Enforcement C<sub>5</sub> (1 point possible) - Architectural elements will be Does the project include artistic elements for the benefit of the residents/ secured through the occupants (e.g., artistic features in a private courtyard or main entryway)? Development Permit. Yes - Elements on Landscape Plans ☐ No will be subject to securities. If yes, please describe: Staff comments The project consists of multiple plazas/courtyards that are linked together along an axial pedestrian connection that will create an engaging pedestrian experience. These plazas/courtyards are programmable to create the framework for active outdoor spaces, ie: the Westport Commons, Ann Kitching Plaza, interactive projector wall etc...

Score 1 /1

	Attachment 11
Heritage	
C6 (3 points possible)	Resources
Have you consulted with City staff to determine if any of the structures on the subject property may have heritage value?	Heritage Register  Enforcement
■ Yes □ No □ N/A	<ul> <li>Submission of Statement of Significance with application will be required.</li> </ul>
If yes, does the project include a statement of significance for heritage structures not listed on Heritage Register, prepared by a heritage conservation specialist where potential heritage value is observed?	Staff comments
□ Yes	
□ No	
■ N/A	Score 0 /3
C7 (3 points possible)	Enforcement
Does the project include a heritage conservation plan prepared by a heritage conservation professional for a structure on the property of the application or on another property in the City?	<ul> <li>Submission of a conservation plan will be required with application.</li> </ul>
☐ Yes	Staff comments
□ No	Applicant Selected N/A to C7
■ N/A	Applicant Selected NA to Of
If yes, provide the address of the structure included in the heritage conservation plan:	
Address:	
	Score 0 /3

512

Attachment 11 Enforcement C8 (3 points possible) - Details will be included in Does the project include reusing an existing heritage structure with heritage Heritage Conservation Plan value through heritage restoration or heritage rehabilitation? (3 points) and formalized in a Heritage Revitalization Agreement or ☐ Yes Development Permit. Formal ☐ No protection typically involves heritage designation following N/A completion of conservation work. Staff comments Applicant Selected N/A to C8 Score 0 /3 Resources C9 (2 points possible) Conservation of Historic Places Where the preservation of a heritage structure in its original location cannot be in Canada: historicplaces.ca accommodated, relocation may be considered. Enforcement Does this project include heritage relocation within Port Moody? (2 points) - Written confirmation of ☐ Yes commitment to relocate ☐ No structure and details of plans for the building in its new N/A location will be required. Staff comments Applicant Selected N/A to C9 Score 0 /2

513

Attachment 11 Enforcement C10 (2 points possible) - Depending on what is Does the project salvage materials or artefacts from a historic place in Port Moody, proposed, incorporating these or reuse materials or artifacts from architectural/landscape salvage in a manner elements could be shown on which supports the authenticity of the site's character-defining elements? landscape and/or architectural plans included in the ☐ Yes Development Permit. ■ No - Landscaped elements will be □ N/A subject to securities. If the artifacts are used in public art If yes, please explain: (up to 2 points) then they will be secured through Public Art Securities. Staff comments Score 0 /2 Resources C11 (2 points possible) Heritage Register Does the project involve the addition of a heritage structure to the City's Heritage Register? This only applies to a structure with heritage value that is NOT Enforcement already on the City's Heritage Register. Confirmation of intention to add ☐ Yes the heritage structure to the □ No Heritage Register will be required. N/A Staff comments Score 0 /2

514 Attachment 11 Enforcement C12 (2 points possible) - Follow up will depend on the Does the project incorporate acknowledgement of historical or cultural method used to acknowledge connections to the site (e.g., historical naming of the site, people, events, cultural connections to the site. Determined by staff. structures, architectural inspiration etc.)? Yes Staff comments □ No If yes, please explain: (up to 2 points) Potential plaza/courtyard names could be: The Ann Kitching plaza at the middle of the Artist Village paying homage to a champion of the arts in Port Moody, and the Peller Plaza reflects the legacy that the Peller family wishes to leave for Port In addition the site design is focused on the School House Creek important environment and landscape Score 2 /2 **Public Realm** Enforcement C13 (8 points possible) Architectural elements will be Does the project improve the streetscape beyond minimum City secured through the requirements by integrating lasting creative elements and demonstrating Development Permit. effort to optimize the project's beautification impact? Elements on Landscape Plans Yes will be subject to securities. ☐ No - Elements included in Civil Plans will be secured through If yes, check all that apply: (up to 4 points) the Servicing Agreement. Artistic stormwater management features (1 point) - Artistic elements will be ☐ Restores the frontage of an existing building in secured through Public Art securities. Historic Moody Centre (2 points) Proposed artistic paving treatments (1 point) Adds aesthetics to functional elements of the streetscape (1 point) Staff comments ■ Aesthetically pleasing and functional benches, bike rack, What artistic Storm water planter, lighting etc. upgrades (1 point) management features (5/8) Interaction of the project with the public e.g., edible landscape/foliage (1 point) Artistic panels in entry foyer (1 point) (up to 1 point)

(4 points)

☐ Yes ■ No

Are the streetscape elements designed by a local artist?

Score 6 /8

515

Attachment 11 Enforcement C14 (3 points possible) - Will depend on the type of Does your project include any innovative cultural sustainability aspects not innovation, determined by captured in the Report Card? staff. Yes Staff comments □ N/A Office space is not a cultural (up to 3 points) If yes, please explain: sustainable aspect. Community oriented office space has been provided on the third floor of the Arts Centre, multi-functional spaces have also been provided within the Arts Centre points for Foyer with bar area for the immediate community. and top floor outdoor space for Art Centre (2/3) Score 2 /3 Enforcement C15 - N/A Does your project face any unique site constraints that limit cultural sustainability achievement? Staff comments ☐ Yes ■ No If yes, please explain:

516

Attachment 11 Enforcement C16 (3 points possible) - Highlighted in Council reports Summarize the project's cultural sustainability contributions, including the performance criteria in this Report Card and additional elements not previously Staff comments captured here. Between the Arts Centre and the Artist village, Westport Village will be a community oriented space and become a destination for a variety of local artists as well as artists from the Metro Vancouver region, this will result in drawing public from local and farther regions. We intend to incorporate the industrial, environmental and historical legacies of the site into a unique aesthetic flavour, that would serve as a magnet for all residents of the lower mainland to enjoy and recreate on site. Opportunities for farmers markets, flower markets, children's toy markets, Christmas markets, movies under the stars nights as well as many other things can be accommodated at the central Westport Commons. The platform overlooking the creek is also intended to be a highly attractive spot for wedding and celebratory photos. Score 3 /3 Total Cultural Sustainability Pillar Points = 38 /56

517

### Attachment 11

## 2. Economic Sustainability

omplete Community		
ces the project support active transportation to access shopy improving the circulation and connectivity of the site to retain the project site?		Master Transportation Plan Examples Enforcement
Yes  No  yes, check all that apply for how this is achieved:  Creates connectivity to existing active transportation network  Eliminates barriers to access for active transportation (e.g., improving let-downs, accessibility)  Enhances trails and bike paths	iup to 13 points) k (up to 3 points) (up to 3 points) (1 point)	<ul> <li>Architectural elements are secured through the Development Permit.</li> <li>Elements on Landscape Plans will be subject to securities.</li> <li>Elements included in Civil Plans will be secured through</li> </ul>
<ul> <li>Creates public amenity space</li> <li>Use of greenery and landscaping to serve pedestrians and to direct patrons to storefront entrances and transit</li> <li>Wide sidewalks and separation from the road to encourage</li> </ul>	(1 point)	the Servicing Agreement.  - Signage will be confirmed through the Signage Plan.  Staff comments
<ul> <li>and promote pedestrian movement</li> <li>■ Blade or tab signs are incorporated as appropriate</li> <li>■ Seating, public art, and other amenities are incorporated into design of retail storefront area</li> <li>■ Receiving/shipping areas are located off pedestrian routes</li> <li>□ Other – please explain:</li> </ul>	(1 point) (up to 2 points) (up to 3 points) (1 point) (up to 3 points)	applicant to confirm where wide sidewalks especially on clarke street. and address additional signage needed  Discussion with Eric Vance needed Response:
		Signage package submitted, MUP on Clarke incorporated  Score 13 /1:

518 Attachment 11 Resources EC2 (12 points possible) WalkScore Does the project increase access to daily services or supplement the existing business composition? ☐ Yes Enforcement ☐ No Architectural elements will be If yes: secured through the Development Permit. Check all that apply: (up to 12 points) Contiguous retail frontage to maintain continuity of Specific uses will be retail storefronts incorporated into the project (2 points) zoning. ■ Enhances existing businesses through agglomeration as appropriate (2 points) Staff comments Provides a variety of store widths or opportunity for a variety of storefront widths through combining individual units (2 points) Contingent points. Last checked option asks how the Provides daily goods and services that are missing or development... underserved in the current local area business composition (2 points) Please explain missing/underserved goods and services identified: "Supports expansion of and/or leverages the existing business community in the area" Applicant needs to address this in greater detail how the project ☐ Supports expansion of and/or leverages the existing supports expansion of and/or (2 points) business community in the area leverages the existing business community in the area. Please explain how: What is provided for an answer is not sufficient. ☐ Other – please explain: (up to 2 points) What is the Walk Score of the proposed project?

Score 10 /12

519

### Attachment 11

### Resources EC3 (5 points possible) Official Community Plan land use What is the estimated increase to the current and proposed property assessed value, as would be determined by BC Assessment (market value) for each property classification? **BC** Assessment Property Classification (Note that only estimates are required for proposed assessed value as actual assessed values would not be available at this point in the project) Enforcement Current (Land & Improvement) - N/A Class 1 – residential assessed value: \$13 million Class 2 - utilities assessed value: N/A Staff comments Class 3 – supportive housing assessed value: 0 Existing winery site and Class 4 – major industry assessed value: 0 residential Class 5 – light industry assessed value: \$18 million Class 6 - business other assessed value: 0 Estimated Proposed (Land & Improvement) Class 1 - residential assessed value: \$300 million+ Class 2 - utilities assessed value: 0 Class 3 - supportive housing assessed value: 0 Class 4 - major industry assessed value: 0 Class 5 – light industry assessed value: \$20 million+ Class 6 - business other assessed value: \$50 million+ Project provides more assessed value in a non-residential class (2,4,5,6) = 3 points Proposed assessed value is higher than current assessed value = 2 points Proposed assessed value is the same as current assessed value = 1 point Proposed assessed value is lower than current assessed value = 0 points Score 5 /5

520

## Attachment 11

ocal Economy	
0.4	Resources
C4 (20 points possible)	Official community Plan Overall
es the project increase the number of and variety of skilled employment on land	Official community Plan Overall Land Use Plan Map
signated as Industrial, Mixed Employment, or Mixed Use in the City's Official ommunity Plan?	NAICS
Yes	Metro Vancouver Industrial Lands Strategy
No	Value of the Control
yes:	Enforcement
List the estimated number of jobs: (up to 5 points)	- Commitment confirmed through
# of existing jobs on site: 50	Building Permit Plans re: space/occupant designation
# of proposed jobs on site: 500+	
% of jobs retained: no retention of jobs as land use is changing	<ul> <li>For owner spaces, proof of registration of the Strata Plan</li> </ul>
	at Land Title & Survey
If # of existing jobs is not retained = 0 points If # of existing jobs is retained = 3 points	Authority submitted.
If # of jobs is increased beyond existing = 5 points	Staff comments
Using the North American Industry Classification System (NAICS), list	please be advised of NAICS in
the type of jobs created. Classification to the Sector (first) level is sufficient.	context of development
44-45,48-49,51,52,53,54,55,61,62,71,72,81	Please be advised that # of jobs
	score is subject to adherence as no jobs are being retained
	due to land use changes. (5)
List the jobs to population ratio on site: (up to 15 points)  Up to 0.5, each 0.1 = 1 point; Above 0.5, each 0.1 = 2 points	Applicant needs to properly address last question if 'YES'.
over 500 jobs, and approximately 700 residents. 5:7, so 14 points	List some examples of occupants.
	Applicant has given general
Are the Industrial, Mixed Employment, or Mixed Use areas leased or	examples of identified
owned?	occupants. However, better transparency will be necessary
□ Leased	for staff to provide scores in the
Owned	furture.
Other – please describe:	Below scores are contingent on
A mix of leased and owned	applicants ability to fulfill the above commitment
	7.1.7.7.7.7.7.7.7.7.7.7.7.7.7.7.7.7.7.7
Have you identified potential occupants for each land use?	
Yes	
□ No	
If yes, list all potential occupants identified and their intended use:	
On a preliminary basis, we have identified nearly all our desired retail occupants, as well as most of our healthcare, and industrial tenants.	
	Score 19 /20

Attachment 11

		Enforcement
EC5 (12 point	s possible)	Architectural elements will be
Does the project retain industrial uses on site?  Yes		secured through the Development Permit.
□ No		- Occupancy will be confirmed
□ N/A		as a part of the Building Permit.
If yes:		Staff comments
Will the zoning restrict a portion of the project to light industrial uses?  ■ Yes □ No	(5 points)	Will require verification of multi-level industrial uses and adherence to elements.
Will the industrial use(s) be multi-level (E.g., mezzanine)? (up ■ Yes □ No	to 5 points)	Please expand on how occupants/ tenants will intensify industrial space? scoring is contingent on ability to expand upon this later
Will the proposed tenants intensify the use of industrial space   ✓ Yes  ✓ No	? (2 points)	
What is the industrial floor space ratio (FSR)? 0.06	-	Score 12 /12
		Enforcement
EC6 (7 point  Do the sizes and configuration of retail units in the project support of occupants, employment, and uses for those units?	s possible) a variety	<ul> <li>Architectural elements will be secured through the Development Permit.</li> </ul>
■ Yes		Staff comments
□ No		Store front dimensions are not
□ N/A		particularly "varied" based on architectural drawings.
If yes, check all that will be incorporated: (up to	7 points)	Revisions and elements
■ Ceiling heights of at least 12' (floor to ceiling, not floor to slab)	(1 point)	provided are promising but
<ul> <li>Appropriate setbacks to allow for seating, patios, public art, and other streetscape features and amenities</li> </ul>	(1 point)	applicant should expand on steps they are taking to address the concern of "varied"
For corner developments, a corner retail storefront with wraparound glazing	(1 point)	storefront dimensions.
Variety of storefront widths, depths, ventilation, and glazing treatments etc. to meet the needs of different tenants	(1 point)	
Exterior lighting is positioned and integrated to enhance architecture and storefront design	(1 point)	
Storefronts are adaptable to accommodate different signage types to support tenant's branding while maintaining neighbourhood character	(1 point)	
Adaptable to emerging retail trends e.g., online orders	(1 point)	Score 7 /7

Attachment 11 Resources EC7 (6 points possible) Canadian Circular Economy Does the project contribute to a circular economy? Enforcement Yes Architectural elements will be □ No secured through the If yes, check all the circular economy initiatives: (up to 6 points) Development Permit. □ re-use of resources (deconstruction for re-use, materials made from - Waste related initiatives may be recycled/reclaimed materials, materials made from natural inputs) (2 points) subject to securities. ☐ local repair café (2 points) Other elements may be secured with a Section 219 Covenant. collaboration between local enterprises/industry (2 points) ☐ design for the future/design for deconstruction (2 points) Staff comments maker-space/tool library (2 points) applicant to expand upon collaboration and sharing. foster a sharing initiative (e.g., car share, bike share etc.) (2 points) Marks provided based on adherence □ Other – please describe: (up to 2 points) Response: Items checked to be Provided in Phase 2. Staff will check for this Score 6 /6 Enforcement EC8 (5 points possible) - Architectural elements will be Is the project expected to contribute to the daytime economy (i.e. daytime secured through the Development Permit. population comprised of workers and students) and/or the nighttime economy of Port Moody (i.e. commercial activities in the evening e.g., Elements related to restaurant, entertainment, sports, culture, shops, etc.)? occupancies will be confirmed through the Building Permit. Yes □ No Staff comments Plans detail theaters, amenity If yes, check any of the following sectors that you may space, offices, Kitchens, (up to 5 points) be targeting: multiple area for retail, and much more. Incorporate office, institutional or light industrial space (5 points) Please see drawings for supporting documents detailing Food and beverage establishment answers. Elements are (e.g., restaurant, coffee shop, etc.) (3 points) promising. ■ Tourism business (1 point) Score 5 /5

523

Attachment 11 Enforcement EC9 (4 points possible) - Architectural elements will be Does the project provide a regional destination for commercial or institutional secured through the Development Permit. land uses? Yes Elements related to occupancies will be confirmed □ No through the Building Permit. If yes, please check all that apply: (up to 4 points) Staff comments ■ specialized training/education (2 points) Applicant will need to expand specialized art (2 points) upon recreational opportunities. Provided spaces could lend to culture/heritage (2 points) these. Staff would like ■ recreational opportunities (e.g., high performance training centre) (2 points) clarification ☐ Other – please describe: (up to 2 points) Score 4 /4 Enforcement **EC10** (3 points possible) Architectural elements will be secured through the Will the project attempt to source local (Port Moody) labour, supply and Development Permit. materials? ■ Yes Contractors will be confirmed through the Building Permit. ☐ No (up to 3 points) If yes, check all that apply: Staff comments Staff will need some ■ Local supply of materials (1 point) documentation or explanation at Local labour (1 point) a later date. Scoring is contingent ■ Local contractors (1 point) ■ Local professional services (1 point) ☐ Other – please describe: (1 point) Score 3 /3

524

Attachment 11 Enforcement **EC11** (3 points possible) - Will depend on the type of innovation, determined by staff. Does your project include any innovative economic sustainability aspects not captured? Staff comments ■ Yes □ N/A If yes, please describe: (up to 3 points) The Wellness Centre, the Art Centre and the housing continuum for all type of different tenants (single, couple and larger families) will contribute to the economic sustainability of the entire community. Score 3 /3 **Enforcement EC12** - N/A Does your project face any unique site constraints unique that limit economic sustainability achievement? Staff comments ☐ Yes ■ No If yes, please describe:

525

### Attachment 11

### **EC13**

(3 points possible)

Summarize the project's economic sustainability contributions including the performance criteria in this Report Card and additional elements not previously captured here:

The Westport Village will actively support transportation to access shops and services by improving the circulation and connectivity of the entire site. A series of public plazas, greenery areas, seating and public amenities will promote the pedestrian and cyclist movements. In addition, the project will be strongly connected to the existing transportation network.

Thanks to a variety of uses and new local businesses, the project will provide daily services and goods that are currently missing, such as grocery store + pharmacy and healthcare facilities.

From the current 50 existing jobs and 0 residents on site, the development will have more than 500 proposed jobs in a variety of employment categories and approximately 700 residents. The current property assessed value will be highly improved, for example the residential assessed value will be increased by approx. \$290 millions. The project has also been designed to incorporate two levels of light industrial uses, totaling nearly 44,000 sq ft.

The retail units have been designed with a variety of widths, depths to meet the needs of different tenants and businesses. In addition to this, appropriate setbacks with seating and public amenity with integrated exterior lighting will highly encourage the public on site.

Westport Village will definitely contribute to a circular economy through a series of initiatives like the collaboration between local enterprises and car/bike sharing options. While the office, institutional and commercial component will contribute to the daytime economy, the restaurants, the night public events in the main plazas and the Arts Centre will support the nigh-time and day-time economy of Port Moody. The hotel component will also be responsive to the needs of both on-site and off-site demands, such as the tourist and visitors to the Tri-City area and the other local/regional needs.

The performance space of the Arts Centre and the cultural aspect of the Artist Village will make Westport Village a regional destination. The Artist Village will also create a unique educational experience, with specialized courses and workshops.

As a final note, the project will attempt to source locally the materials, labour, supply and professional services.

Enforcement

- Highlighted in Council report

Staff comments

Score 3 /3

Total Economic Sustainability Pillar Points = 90/93

526

Attachment 11

## 3. Environmental Sustainability

Natural Environment		
=114	-involve line	Resources
EN1 (20	) points possible)	Tree Protection Bylaw
Does the project protect and enhance the urban forest, prioritizing tree retention and planting of native or adaptive tree species which provide multi-		
storey habitat (groundcover, shrubs and trees) to increase e		I-tree Canopy
biodiversity, and resilience to climate change impacts?		Canadian Landscape Standard
■ Yes		New canopy cover is calculated
□ No		based on the type of trees that are being planted, at 20 year
□ N/A		maturity.
If yes:		Large Canopy Trees provide
Outline the following:		125 m² per tree (e.g., Douglas Fir, Deodor Cedar, Red Oak)
Number of existing significant mature trees protected on site		
(i.e., mature trees over 40 cm DBH):		Medium Canopy Trees provide 50 m <sup>2</sup> per tree (e.g., Evergreen
Refer to Riparian Area Environmental report	(up to 5 points)	magnolia, Honey locust)
Number of existing trees over 10 cm protected on site:		Small Canopy Trees provide
Refer to Riparian Area Environmental report	_(up to 5 points)	25 m² per tree (e.g., Japanese maple, Giant Dogwood)
Replacement tree ratio: Refer to Riparian Area Environment	a(up to 5 points)	maple, Glant Dogwood)
(Note: Native tree species are preferred for areas immediated	y	Sum Total Species Canopy Area
adjacent to Environmentally Sensitive Areas)		for all proposed species and divide by gross site area to
Trees planted on-site: to be determined with 2nd phase.	sing	obtain mature canopy coverage
<ul> <li>Trees planted off-site: + 10000 plants - Riparian Area</li> </ul>		percentage
Cash-in-lieu: to be determined with 2nd phasing		Enforcement
Existing canopy cover (%): to be determined with 2nd phasin	g	- Elements on Landscape Plans will be subject to securities.
Proposed canopy cover at 20 years post development (%): to	o be determined v	- Tree Protection Covenants
If canopy cover is the		may be applied.
If proposed canopy cover exceeds existing	g = up to 5 points	Staff comments
Demonstrate ability of trees to reach full maturity.		
Check all that apply:	(up to 5 points)	5 points based on applicants ability to adhere to Riparian
Adequate soil volume as determined by the Canadian		Plan. Applicant is required to
Landscape Standard	(2 points)	defer specifically to questions concerning existing, trees
■ Designated space for significant trees/stand of trees to		planted on/off site, canopy
reach full maturity	(2 points)	cover, and cash in lieu for remaining points. "Refer to
■ Proximity to infrastructure (e.g., Building(s), power lines)	(1 point)	Riparian Area Environmental report" is not sufficient.
		Score 5 /20

527

## Attachment 11

EN2	(15	points possible)	Resources
quality, volume	ormwater management plan provide adequate and groundwater protection to address the re overnment requirements for future rainfall ex	elevant senior	Metro Vancouver's Stormwater Source Control Guidelines  Climate Action Plan
■ Yes			The Chines Integrated Stormwater Management Report
□ No			(metrovancouver.org)
If yes:			DFO Land Development Guidelines
7 T.	conditions work to restore stormwater flows t pre-development historical conditions?	o (2 points)	2018 KWL IDF Curves for Climate Change
□ No			Enforcement
	oh of these approaches the preject will use.		- Submission of stormwater
A. Nature-b	ch of these approaches the project will use:  nased Green Infrastructure solutions Il that apply:	(up to 9 points)	management plan that addresses the goals indicated will be required.
□ Wate	rcourse daylighting	(3 points)	- Elements on Landscape Plans
□ Cons	tructed wetlands	(3 points)	will be subject to securities.
□ Rain	gardens	(up to 3 points)	- Elements included on Civil
☐ Biosv	vales	(up to 3 points)	Plans will be secured through the Servicing Agreement.
■ Green	n roof/wall	(up to 3 points)	Staff comments
☐ Other	- please describe:	(up 2 points)	EN2-2A .
R Enginee	red Green Infrastructure solutions		Storm water management plan provides details, points given for rain gardens and green roofs based conditionally on adherence. (8)
	Il that apply:	(up to 4 points)	Di
■ Rainw	ater harvesting	(2 points)	Please specify Rainwater harvesting. Conditional Full
	ns that support street trees (e.g., trenches, soil cural soils, etc.)	ells, (1 point)	marks for answers provided.
■ Roof d	ownspout disconnection to Green Infrastructure	(1 point)	
☐ Water	quality structures	(1 point)	
■ Absort	pent landscaping	(1 point)	
□ Other	– please describe:	(up to 2 points)	
			Score 9 /15

Attachment 11 Resources EN3 (applicants choose A or B) (15 or 6 points possible) Naturescape Policy 13-6410-03 A. Does the project protect, restore and/or compensate for site ecology on-site? **Enforcement** Yes - Elements on Landscape Plans ☐ No will be subject to securities. □ N/A (applicants choose A or B) If yes, check all that apply: (up to 15 points) Staff comments (A) □ Watercourse daylighting (5 points) Full marks contingent on ☐ Constructed wetlands (3 points) applicants adherence and commitment throughout phases. ☐ No increase in existing impervious area (4 points) Additionally, applicant to choose options A or B, not both. Area (m2): (up to 3 points) (8/15) for A Riparian Area Restoration (2/6)□ Aquatic restoration (2 points) Response by applicant: □ Non-riparian forest restoration (2 points) Option A selected Native/"naturescape" landscaping (2 points) Response by staff: Please expand upon "other biodiversity Removal of invasive plant species from natural areas (2 points) enhancement choice" scoring of (8/15) contingent on ability to Other biodiversity and habitat enhancement (1 point) provide this) □ Salvage replanting (1 point) □ Other – please describe: (up to 3 points) Staff comments (B) OR B. Does the project provide other biodiversity enhancement in an urban setting? □ Yes ☐ No N/A (applicants choose A or B) If yes, check all that apply: (up to 6 points) ☐ Other biodiversity and habitat enhancement (1 point) □ Native/"naturescape" landscaping (2 points) ☐ Other – please describe: (up to 3 points) Score 8 /15 or 6

529

Attachment 11 Resources EN4 (10 points possible) Official Community Plan Map 13: Is the proposed property located in an Environmentally Sensitive Area Environmentally Sensitive Areas (ESA)? and Appendix 2: Development Permit Area Guidelines Yes Enforcement □ N/A If yes: - Environmentally Sensitive Area DP, other means of protection i. What is the designation of the ESA? are required as established in 30 m Stream Buffer - ESA Value High criteria ii. Staff comments ii. What are the means of ESA protection? (up to 8 points) Dedication (3 points) □ Covenant (1 point) Monitoring (up to 2 points) ☐ Other – please explain: (up to 2 points) iii. How is the ESA being improved? (up to 2 points) The entire riparian area of the site will be restored to meet best management practices, which will result in a net positive gain over current conditions. Invasive plant species will be treated and controlled to ensure the success of the Streamside Protection and Enhancement Areas (SPEA) restoration activities. Interpretive signage (about School House Creek and Salmon Environment) will be part of the light touch viewing structure overlooking the creek Score 7 /10

530

Attachment 11 Resources EN<sub>5</sub> (5 points possible) Water meter Specifications Does the project reduce potable water use from existing site conditions Enforcement and/or per capita? Elements included on Civil Plans will be secured through Yes the Servicing Agreement. □ No Elements on Landscape Plans will be subject to securities. If yes, check all that apply: (up to 5 points) Low flow/flush and greywater ■ Drought tolerant landscaping (xeriscaping) with native species (0.5 points) systems will be confirmed through the Building Permit. Installation of a water meter display to show consumption for occupants more frequently than billing (0.5 points) Elements noted on Mechanical Drawings will be confirmed ■ Non-water dependent materials/features for ground through the Building Permit. cover treatment (0.5 points) Irrigation system with central control, rain sensors, and Staff comments drip irrigation on and off-site (0.5 points) Elements to be confirmed Captured rainwater irrigation or greywater system (0.5 points) moving forward. Applicant will need to secure in future. current □ Other – please explain: (up to 2 points) documentation lends credence. Future grading based on commitment. Score 2 /5 Resources EN6 (5 points possible) Green Shores Is the project located along the Burrard Inlet foreshore or otherwise impacted Port Moody Zoning Bylaw by coastal flooding (e.g., sea level rise, coastal squeeze, etc.)? Section 5.3.5 ☐ Yes Enforcement N/A - Setbacks and minimum building elevation are If yes, describe how the project will mitigate risks and impacts of coastal confirmed through the flooding events in current and future climate scenarios: (up to 5 points) Development Permit and Building Permit. Staff comments Applicant has marked section as NA Score 0 /5

531

Attachment 11 Resources EN7 (5 points possible) Brownfields Does the project redevelop and rehabilitate a brownfield site? (5 points) Contaminated Sites Regulations Yes Enforcement □ N/A - Proof of compliance with provincial contaminated sites regulations will be required. Staff comments please see enforcement method above. Score 5 /5 Resources EN8 (4 points possible) International Dark Sky Does the design of outdoor lighting incorporate technology to minimize the Association for Dark Sky Friendly harmful effects of light pollution? Lighting Yes Enforcement ☐ No Lighting details will be confirmed through the Building Check all that apply to ensure that lights are: (up to 4 points) Permit and will be subject to securities through Landscape Only on when needed (0.5 points) Plans. Only light the area that needs it (0.5 points) Staff comments No brighter than necessary (0.5 points) Minimizes blue light emissions (0.5 points) lighting details not found in landscape plans for phase 1. Fully shielded (pointing downward) (0.5 points) full marks for provided answers conditionally. Applicant to LED lights (0.5 points) provide documented steps Non-reflective pavement surface (0.5 points) taken □ Other – describe the lighting plan for the site and Response: its dark sky friendly features: (up to 0.5 points) Landscape Arch has provided details: L5.0 through 7.05 Score 3 /4

Attachment 11 Resources EN9 (3 points possible) Vancouver Bird Strategy Does the project provide bird-friendly development through landscaping features that provide habitat to native species and building design that **Enforcement** reduces bird collisions? Elements included on Yes Landscape Plans will be subject to securities. ☐ No If yes, check all that apply: (up to 3 points) - Architectural elements will be secured through the □ Building design minimizes the quantity of glass (0.5 points) Development Permit. Incorporation of visual markers (0.5 points) Staff comments Incorporation of features to block reflections (0.5 points) Please see the Port Moody (0.5 points) Landscaping is appropriate distance from glass features Climate Resilient Landscaping Standards. Items will be need to Reduces light pollution (0.5 points) be demonstrated in future Building design reduces trapping potential by ensuring open pipes, documents ventilation grates and drains are inaccessible to birds (0.5 points) Landscaping plan incorporates a diversity of native plants that provide food options for birds throughout the year (0.5 points) Landscaping plan creates habitat complexity by including ground cover, shrubs, understory, and canopy layers in a stepped pattern (0.5 points) □ Other – please explain: (0.5 points) Score 3 /3 Resources **EN10** (2 points possible) Fire Smart Canada Does the project include forest fire prevention measures or fire smart building features? Enforcement Yes Materials will be confirmed through the Building Permit. ☐ No If yes, list all features: (up to 2 points) Staff comments Firefighter standpipe connection has been provided adjacent to the riparian area Provided feature does not fall to be able to fight forest fires in the riparian area under any of the Fire Smart Canada recommendations 1 point awarded Score 1 /2

Attachment 11 Resources **EN11** (2 points possible) Salmon Safe BC Certification Is the project seeking third party environmental certifications (e.g., Salmon Safe BC certification)? **Enforcement** ☐ Yes Certification will be confirmed through Section 219 Covenant. ■ No □ N/A Staff comments Score 0 /2 Air Quality - Low Carbon Mobility Resources **EN12** (12 points possible) Port Moody Zoning Bylaw Does the project provide sustainable transportation infrastructure for user Port Moody Electric Vehicle groups of each land use type, which contributes to reducing greenhouse gas charging Infrastructure Bulletin emissions from this development beyond requirements in the Zoning Bylaw? Enforcement Yes Elements noted on ☐ No Architectural Plans will be confirmed through the If yes, check all that apply: (up to 12 points) **Development Permit and** Building Permit Plans. Unbundled and/or district parking (2 points) Transit passes/unbundled & Level 2 EVSE installed (as defined in technical bulletin) (2 points) district parking will be secured Public EV DC Fast Charging EVSE installed (2 points) through a Section 219 Covenant. ☐ More than 20% of commercial EV charging infrastructure provided (1 point) Subsidized transit pass and transit information package (1 point) End of trip facilities/parking uses included on Architectural ■ Micro e-charging is provided for a minimum of 10% of Plans will be confirmed through storage/parking spaces (e.g., e-bicycle, e-scooter) (1 point) the Development Permit. Energized EV Charging for visitor parking (1 point) End of trip bicycle facilities (1 point) Staff comments Bike share and assigned parking (1 point) Infrastructure to be confirmed by applicant. Car share and assigned parking space provision in nearby Response: on-street/public parking (1 point) See Arch parking plans ☐ Other – please describe: (up to 2 points) Score 12 /12

534

Attachment 11 Resources **EN13** (11 points possible) Port Moody Master Does the project incorporate measures to support and increase active Transportation Plan transportation? Enforcement Yes - Elements included in Civil □ No Plans will be included in Servicing Agreement. If yes, check all that apply: (up to 11 points): Elements included in Connects to existing pedestrian/cycling routes and Architectural Plans will be priority destinations (1 point) secured through Development Permit. Improved crossings of busy streets (1 point) ■ Improved local pedestrian routes, local bike networks/trails (1 point) Staff comments Safe, secure, accessible, and sustainable footpaths (1 point) Pedestrian clearway sufficient to accommodate pedestrian flow (1 point) Covered outdoor waiting areas, overhangs, or awnings (1 point) ■ Pedestrian scale lighting (1 point) ■ Pedestrian/bike only zones (1 point) Improves connections to transit (bus/SkyTrain/ West Coast Express) (1 point) □ Other – please describe: (up to 2 points) Score 9 /11

535

### Attachment 11

#### Greenhouse Gas Emissions and Energy Reductions Resources **EN14** (12 points possible) Energy Step Code Corporate Does the project provide a low carbon energy system (LCES), which Policy prioritizes on-site local energy systems that provide heating, cooling and hot Vancouver low carbon energy water heating? (Note: systems should meet a Coefficient of Performance of 2 or system policy greater) Examples include: solar; district energy; heat pump; or geo exchange. Refrigerants & Environmental Yes Impacts: A Best Practice Guide -Integral Group ☐ No Enforcement If yes: LCES confirmed through the (up to 10 points) Describe the system type: Energy Step Code Corporate Heating mechanical system (up to 5 points) Policy commitment and Building Permit. Description: VRF Heat Recovery System Fuel source (e.g., electricity, renewable etc.): electricity Mechanical systems confirmed through Building Permit Plans. Hot water mechanical system (up to 3 points) Description: Air Source Heat Pump Staff comments Fuel source (e.g., electricity, renewable etc.): electricity Applicant to confirm through Cooling mechanical system (up to 2 points) documentation Description: VRF Heat Recovery System Fuel source (e.g., electricity, renewable etc.): electricity Does the system use refrigerants with low global warming potential (GWP)? Yes □ No □ N/A If yes, check the low GWP system being installed: (up to 2 points) ☐ Centralized system (e.g., communal heat pump) using ammonia, R744, water, CO2, R1234ze, or R1234yf, (2 points) R454b, R513a, R32, R410a, R407c, R134a Distributed system (e.g., VRF) using R32 or equivalent (2 points) ☐ Individual system (e.g., split or individual heat pump) using R290 propane, R744, or R134a (2 points) ☐ Other (up to 2 points) How will the project mitigate refrigerant leakage? Using Hybrid VRF to reduce distribution length, installed and maintained by manufacturer registered technician, provide leak detection systems such as refrigerant leak sensors. Score 11 /12

536

## Attachment 11

and the second s	Resources
N15 (11 points possible)	Life Cycle Assessment (LCA)
fill the project include strategies to reduce lifecycle (embodied) greenhouse	Practice Guide [Carbon Leadership Forum]
as emissions from the project and increase carbon sequestration? lote that projects should aim to have total embodied carbon emissions elow 500 kgCO <sub>2</sub> e/m²)	CLF Embodied Carbon Policy Toolkit - Carbon Leadership Forum
Yes	lcm-public-sector-guide.pdf (gov.bc.ca)
No	Methodology to Calculate
yes:	Embodied Carbon of Materials [RICS] (PDF)
Check all that apply: (up to 10 points)	Whole Building Life Cycle
☐ Tracking and reporting project embodied emissions (1 point)	Assessment: Reference Building Structure and Strategies [ASCE]
☐ Embodied emissions third-party certification: (1 point)  List the certification:	Zero Code – Off-Site Procurement of Renewable
☐ Wood frame construction (2 points)	Energy [Architecture 2030] (PDF)
■ Low carbon concrete construction (1 point)	Carbon Smart Materials Palette [Architecture 2030]
materials sourced locally to reduce transportation emissions (1 point)	Athena Impact Estimator
■ labour sourced locally to reduce transportation emissions (1 point)	Environment Agency's Carbon
■ Selecting materials with environmental product declarations (1 point)	Calculator for Construction Activities
■ Low embodied emissions disposal of materials (1 point)	eTool
☐ Utilization of natural insulation products (1 point)	One Click LCA
☐ Targeting third party certification under ISO 14040, ISO 14044, and/or EN15978 (2 points)	Tally
☐ Commitment to reduce at least 40% of embodied emissions compared to project embodied emissions baseline: (2 points)  % reduction committed to:	Project teams may use a carbon calculator that is not listed above but must include the name of tool/organization completing the assessment
☐ Submission of pre- and post-construction lifecycle assessment (1 point)	THE COURSE ASSESSED.
☐ Low embodied emissions material selection policy (1 point)	Enforcement
☐ Benchmarking embodied emissions performance (1 point)	- Commitment will be secured
☐ Other – please describe: (1 point)	through Section 219 Covenant.
	Staff comments
	commitment to the following to be determined
Please state the estimated embodied emissions of the project: (1 point)	
over the building's estimated lifespan:	
• in kgCO <sub>2</sub> e/m²:	
Provide the name of the calculator used to provide an estimate and/or the name of the organization who provided the embodied emissions analysis:	
	Score 5 /11

Attachment 11 Resources **EN16 Built Green Canada** (10 points possible) LEED Canada Will the project achieve a recognized industry standard for sustainable Zero Carbon Building Standard design? (Note that the City does not accept equivalencies and applicants must complete full certification) **Energy Star** Yes **BOMA BEST** Canadian Passive House ☐ No Institute □ N/A ILFI - Zero Carbon Certification If yes, check all that apply: Enforcement ☐ Built Green Canada - certification level: (10 points) Commitment will be secured through Section 219 Covenant. □ LEED – certification level: (10 points) Staff comments ☐ Zero Carbon Building Standard (10 points) Applicant to provide supporting Energy Star (10 points) documents detailing Energy □ BOMA BEST (10 points) Star application and implementation ☐ Canadian Passive House Institute (10 points) ☐ International Living Future Institute – Zero Carbon Certification (10 points) Other – please describe: (up to 10 points) Score 10 /10 Step Code 3 Resources **EN17** (8 points possible) Pacific Climate Impacts Consortium future weather files Does the project include strategies to ensure buildings do not overheat in future climate change scenarios? City of Vancouver Passive Design Toolkit Yes Enforcement ☐ No - Elements included in (up to 8 points) If yes, check all that apply: Architectural Plans will be ■ Natural/passive ventilation (1 point) secured through the **Development Permit and** ☐ Stacked windows (1 point) confirmed through the Building Permit. □ Earth tempering ducting (1 point) ☐ Passive evaporative cooling (1 point) Staff comments Fixed/operable external shading (1 point) Natural shading (1 point) ☐ Low window to wall area ratio (1 point) ☐ Thermal massing (1 point) ■ Building Energy Model using future climate weather files (1 point) ■ High-efficiency low carbon mechanical cooling (1 point) ■ Other – please describe: (up to 2 points) Fully air conditioned spaces with capacities sized for 2050 climate

Score 6 /8

538 Attachment 11 Resources **EN18** (8 points possible) Reducing Urban Heat Islands to Does the project reduce the heat island effect on the site? Protect Health in Canada Yes Enforcement ☐ No Landscaped elements will be subject to securities. If yes, check all that apply: (up to 8 points) - Elements included in Architectural Plans will be □ Water features on site (1 point) secured through the Development Permit. Natural shade around the structures (trees, climbing plants) (1 point) Active transportation Increase canopy cover compared to existing canopy cover (1 point) commitments will be confirmed through the Servicing Green infrastructure such as green roofs, rain gardens, Agreement and Development absorbent landscaping etc. (1 point) Permit as noted on Civil Plans and other plans noted above. Use of low-albedo materials (1 point) ■ Reducing waste heat production through energy efficiency Staff comments and active transportation (1 point) See landscape & architectural ☐ Other – please describe: (up to 2 points) drawings Score 8 /8 Resources **EN19** (6 points possible) **Building Bylaw** Which Step of the Energy Step Code will the project be designed BC Energy Step Code to comply with? **Energy Step Code Corporate** Policy Part 9 ■ Step 3 (0 points) Enforcement ☐ Step 4 (2 points) - Step Code commitment will be ☐ Step 5 (3 points) confirmed through the Building Permit and a Section 219 Part 3 Covenant. ☐ Step 2 (0 points) ■ Step 3 (2 points for large residential, 3 points for commercial) Staff comments

(3 points)

☐ Step 4

Score 3 /6

Part 3, (3) marks as project includes both residential and

commercial

9

## Attachment 11

ACCESSED OF	Resources
EN20 (2 points possible)	Zoning Pulaw
Does the project allocate sufficient and accessible recycling and garbage storage space in multi-residential and commercial buildings and complexes compatible with Metro Vancouver's Technical Specifications for Recycling and Garbage Amenities in Multi Family and Commercial Developments?  (1 point)	Zoning Bylaw  Metro Vancouver's Technical Specifications for Recycling and Garbage Amenities in Multi- family and Commercial Developments
■ Yes	
□ No	Bear Resistant Guidelines for Solid Waste, Organics, and
If yes, outline the space provided for each (m²):	Recycling Enclosures & Containers
Residential recycling: varies - based on number of housing units	Enforcement
Residential garbage: varies - based on number of housing units	
Residential green waste: varies - based on number of housing units	<ul> <li>Elements included on the Architectural Plans will be</li> </ul>
Commercial recycling: varies - based on development size threshold	secured through the
Commercial garbage: varies - based on development size threshold	Development Permit.
Commercial green waste: varies - based on development size threshold	Staff comments
Does the design of the waste area provide safe and universally accessible access in a secure common area? (1 point)	to be determined at future date
■ Yes	Response: Refer to Architectural parking plans
□ No	
If yes – please explain:	
All the waste areas of the development will have a safe and universal access from the building cores. The rooms will be separated by uses and fully enclosed.	
Does the design of the waste area align with the Bear Resistant Guidelines for Solid Waste, Organics, and Recycling Enclosures & Containers?	
■ Yes	Score 2 /2
□ No	Score 2 //2

540

Attachment 11 Enforcement **EN21** (3 points possible) - Will depend on the type of Does your project include any innovative environmental sustainability innovation, determined by staff. aspects not captured? Staff comments Yes project includes diversity of □ N/A used space If yes, please describe: Green roofs, daycare open space, 65% of the total site area being open space, restoration of Schoolhouse Creek Score 3 /3 Enforcement **EN22** - Highlighted in Council reports. Does your project face any unique site constraints unique that limit environmental sustainability achievement? Staff comments ☐ Yes ■ No If yes, please describe:

541

### Attachment 11

## **Enforcement EN23** (3 points possible) Highlighted in Council reports. Summarize the project's environmental sustainability contributions including the performance criteria in this Report Card and additional elements not Staff comments previously captured here: The Westport Village will redevelop a brownfield site currently located in a high value Environmental Sensitive Area. The ESA will be improved by restoring the entire riparian area of the site. Invasive plant species will be treated and controlled to ensure the success of the SPEA restoration activities. Native landscaping will be replanted on site to reinforce the local habitat. 65% of the total site area will be open space. Adopting solutions like rain gardens, green roof, green and absorbent landscaping, the site stormwater management plan will provide adequate stormwater quality and volume. It will also address the requirements for future rainfall. In order to minimize the effects of the light pollution, the outdoor lighting system will be designed to be on only when needed and to have LED lights and reduced blue light emissions. The project provides sustainable transportation infrastructure such as Level 2 EVSE, Public EV DC fast charging, end of trip facilities and bike/car share options. A series of public plazas, greenery areas, seating and public amenities will promote the pedestrian and cyclist movements. Westport Village will be designed to comply with Step 3 of the Energy Step Code and it will use heat-pump mechanical system for heating and cooling. Thanks to solutions like natural shades, green roofs, rain gardens, absorbent landscaping, the project will reduce the heat island effect on the site. The development will have sufficient and fully accessible recycling and garbage storage spaces, divided by uses and close to the building cores to facilitate a safe access to them. The sizes of the garbage rooms will respect the requirements of the Metro Vancouver's Technical Specifications for Recycling and Garbage Amenities in Multi Family and Commercial Developments. Score 3 /3

Total Environmental Sustainability Pillar Points = 115 /172

542

### Attachment 11

## 4. Social Sustainability

		Resources
S1  Does the project provide voluntary amenities?  (30 points possible)		Community American
		Community Amenity Contribution Policy
■ Yes		Enforcement
□ No		FI
□ N/A (select if making contribution to the City's amenity	reserve)	Elements on Architectural     Plans will be secured through     Development Permit.
If yes:		
Check all that apply:  ■ Community centre/facility	(up to 15 points) (15 points)	<ul> <li>Elements on Landscape Plans will be subject to securities.</li> </ul>
■ Space for growing food ■ Child play areas ■ Gathering place/space ■ Usable public park/greenspace ■ Community facilities ■ Arts and cultural facilities ■ Streetscape and pedestrian improvements ■ Accessible landscaped roof deck ■ Dog runs/ dog wash station	(3 points) (1 point) (1 point) (10 points) (3 points) (3 points) (2 points) (3 points) (2 points)	<ul> <li>Section 219 Covenant relating to childcare spaces and community + arts and cultural facilities will be required.</li> <li>Housing related amenities will be included in the Housing Agreement.</li> <li>Public Art Securities will be applied to any public art</li> </ul>
■ Work space □ Other – please describe:	(2 points) (up to 3 points)	- Parkland contributions to the City will be formalized through the subdivision and parkland dedication process.
Does the project provide dedicated space for child  ■ Yes □ No  If yes, is the dedicated space for childcare being a non-profit? ■ Yes □ No		space does not feature Community Centre/ facility. however, applicant has marked this. Applicant needs to address space for growing food Response: Multi-purpose space on L1 of
OR		the Arts Centre is available for
Does the project contribute to the General Community Reserve as per the Community Amenity Contribution  Yes No N/A (select if amenities are provided on site)		community use, L3 offices space will be available for not-for-profit community groups to rent.  Urban agriculture spaces provided on residential tower rooftop amenity
If yes, what is the \$ amount contributed:		Score 30 /30

543 Attachment 11 Resources S2 (25 points possible) Port Moody Affordable Housing Does the project provide new purpose-built market rental housing or Reserve Fund Policy affordable rental housing or contributes to the city's affordable housing reserve fund in lieu of provision of affordable housing? Interim Affordable Housing Guidelines Check all that apply: Community Amenity Contribution ☐ 5% shelter rate housing (up to 25 points) Policy ☐ 15% Affordable rental housing (up to 15 points) Enforcement ■ 20% Purpose-built market rental housing (up to 5 points) Commitments will be secured ☐ 15% Rent to own (up to 2 points) through Housing Agreement and Community Amenity (1 point) ☐ Affordable housing fund contribution Contribution collection process. □ None (0 points) Staff comments If none, describe other measures or amenities provided in lieu of provision of affordable housing: If purpose-built/affordable rental, provide the following information: Types (e.g., purpose-built or affordable): Purpose built market rental Description (bedroom number breakdown): 200+ units % of total housing units: 40% If financial contribution, what is the total amount of dollars dedicated to the City's

(1 point)

Affordable Housing Reserve Fund?

☐ Yes

☐ No

Does this amount exceed the \$2/sqft requirement?

Score 5 /25

544

## Attachment 11

00		Resources
S3 (23 po	ints possible)	PC Duilding Code Assessibility
Does the project provide accessible residential unit(s) and acces design features for multi-residential developments beyond City	sible project	BC Building Code Accessibility Handbook
requirements?		Enforcement
■ Yes		- Architectural elements will be
□ No		secured through the Development Permit and Building Permit.
	to 21 points)	Building Formit.
(Note: adaptable and accessible units are as defined in the BC Buildin	ng Code)	Staff comments
☐ 60% of single storey residential units are adaptable units	(1 point)	Stall Collinents
☐ 70% of single storey residential units are adaptable units	(1 point)	
☐ 80% of single storey residential units are adaptable units	(1 point)	
☐ 90% of single storey residential units are adaptable units	(1 point)	
☐ 100% of single storey residential units are adaptable units	(1 point)	
☐ 10% of single storey residential units are accessible units	(2 points)	
☐ 20% of single storey residential units are accessible units	(2 points)	
☐ 30% of single storey residential units are accessible units	(2 points)	
☐ 40% of single storey residential units are accessible units	(2 points)	
☐ 50% of single storey residential units are accessible units	(2 points)	
☐ 60% of single storey residential units are accessible units	(2 points)	
☐ 70% of single storey residential units are accessible units	(2 points)	
☐ 80% of single storey residential units are accessible units	(2 points)	
☐ 90% of single storey residential units are accessible units	(2 points)	
☐ 100% of single storey residential units are accessible units	(2 points)	
■ Project incorporates adaptable and accessible design features		
in the site/building circulation and bathrooms in all other uses	(1 point)	
If no, list any additional accessible features provided that are no		
required by the BC Building Code: (up Examples include:	to 2 points)	
Accessible amenity features		
Number of elevators exceeds Building Code requirement		
Automated door opening		
Westport Village incorporates all the following:		
Accessible amenity features		
Number of elevators exceeds Building Code requirement		
Where required automatic door openers		
		Score 3 /
		ocore o n

545

Attachment 11 Enforcement **S4** (10 points possible) - Unit types will be secured Does the project include a range of unit sizes for a variety of household through the Housing Agreement. ■ Yes Staff comments ☐ No If yes: (maximum of 10 points for mixed tenure) For Market Strata projects, does the project meet or exceed the following proportion of bedroom types: At least 30% of the total project units be 2 and 3-bedroom units (up to 5 points) ☐ At least 10% of the total project units be 3-bedrooms or more (up to 5 Points) OR For Market Rental projects, does the project meet or exceed the following proportion of bedroom types: At least 25% of the total project units be 2 and 3-bedroom units (up to 5 points) ☐ At least 5% of the total project units be 3-bedrooms or more (up to 5 Points) Score 5 /10 Resources **S5** (10 points possible) Interim affordable housing Policy Does the project contain a rental housing component where the rental units **Enforcement** are secured for at least 60 years or the lifespan of the building? ■ Yes - Commitment will be secured through the Housing ☐ No Agreement. If yes, list the % of units secured for 60 years or the lifespan of the building: Staff comments 40%+ or 200+ of all residential units are purpose built rentals (up to 10 points) Score 10 /10

Attachment 11

# Considered at the July 25, 2023, Regular Council meeting

546

Resources **S6** (10 points possible) Age Friendly Plan Does the project support aging in place? (Refer to Age Friendly Plan Fraser Health Family Guide to recommendations) (i.e., adult care, assisted living space, independent senior living Services for Seniors space) Enforcement Yes Elements on Architectural □ No Plans will be secured through the Development Permit. □ N/A If yes, list all the supports for aging in place: (up to 10 points) Elements on Landscape Plans Note: this criterion does not include adaptable and/or accessible units. will be subject to securities. At least 40 units of seniors housing is proposed for the site at a variety of care Staff comments needs, from independent living, to assisted care. contingent if included back into development agreement for housing types. Scoring at a later date may be below based on this. Score 10 /10 Enforcement **S7** (9 points possible) Elements on Architectural Does the development include a mix of housing types? Plans will be secured through **Development Permit and** Yes Building Permit. ☐ No Rental units will be secured If yes, list the number of units per housing type: (up to 9 points) through the Housing Agreement. Live-work units: 10 (3 points) Ground-oriented units: 10 (3 points) Staff comments Lock-off units\_ (3 points) Prior listed was 16+ for "Live-work units:" & "Ground-oriented units:" Response: 10 live-work units provided with 6 for 20% below market rates Score 6 /9

547

### Attachment 11

	Resources		
Will the project ensure occupants have clean, cool air during times of poor air quality and/or wildfire events beyond Building Code requirements?			
			<u>Home</u>
			Enforcement
up to 7 points)	- Commitment will be secured		
	through Building Permit.		
(1 point)	Staff comments		
(1 point)	Otan comments		
(1 point)			
e) (1 point)			
(1 point)			
up to 2 points)			
	Score 2 /7		
	mes of poor ments?  up to 7 points)  (1 point)  (1 point)  (1 point)  e) (1 point)		

548

Attachment 11 Resources S9 (7 points possible) Strengthening Neighbourhood Resilience Does the design of the project help to facilitate mental health, wellness and social connectedness? **Enforcement** Yes - Elements on Architectural ☐ No Plans will be secured through the Development Permit. If yes: Check all that apply: (up to 7 points) - Elements on Landscape Plans will be subject to securities. Semi-public gathering space with comfortable seating (1 point) - Pet friendly units will be All weather recreation areas/wellness space (1 point) secured through a Section 219 Covenant. ■ Pet friendly units / amenities (e.g., dog run) (1 point) Greenspace that facilitates socialization (1 point) Staff comments Prioritizing pedestrians (1 point) Applicant has listed units as pet friendly but no amenities Creative design to promote social interaction (1 point) □ Other – please describe: (up to 2 points) Response: A broad range of amenities have been provided within the residential tower on L1, Mezzanine and at the tower top Reference to plans (e.g., landscape plans/architectural plans, etc.) Score 6 /7

549

Attachment 11 Resources S10 (6 points possible) A Guide to Community Does the project provide urban vitalization by involving land owner and Revitalization occupants, community groups, and end user groups who may be affected by Enforcement the proposal in the planning process to identify and showcase Port Moody's unique assets (i.e. goes above and beyond standard notification and Summary of community consultation)? engagement will be required. Example: 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 Staff comments through design Please be advised of Yes consultation and engagement with public as well intended ☐ No steps taken moving forward. If yes: full marks based on continuing List all the stakeholders and their involvement: (1 point) engagement HUB Tri-Cities, Port Moody Rotary, Port Moody Heritage Society, Tri-Cities Soroptimist, SHARE Family Services, Sunrise Coquitlam Rotary, Kinsight, Tri-Cities Chamber of Commerce Coquitlam Farmer MarketCrossroads Hospice Eagle Ridge Hospital Foundation Port Moody Art Association Port Moody Ecological Society Port Moody Legion Port Moody Library Port Moody Pottery Club Port Moody Seniors Friendship Society Port Moody Station Museum Ruben's Shoes Society Womens Collaborative Hub Identify actions taken in response to stakeholder input (up to 5 points) The stakeholder inputs have been reflected in the floorplans.

Score 6 /6

550 Attachment 11 Resources **S11** (5 points possible) City of Vancouver Bulletin: Does the project provide or designate spaces for growing food in private or Sustainable Large Development common areas including on-site secure composting to support gardening activities? Applies to large developments (2+ Acres). Yes ☐ No Enforcement □ N/A - Elements on Architectural Plans will be secured through If yes: Development Permit. (up to 5 points) Check all that apply: Elements on Landscape Plans □ Community garden (2 points) will be subject to securities. □ Secure on-site community compost (2 point) Staff comments □ Secure features (e.g., fencing to prevent wildlife access, tool storage etc.) (1 point) To be determined by applicant in greater detail. Unsure what ☐ Other – please describe: (up to 2 points) they eluding to. Urban agriculture plots have been provided for residents at the Phase 1 Response: residential tower roof-top amenity Urban Agriculture provided Score 2 /5 **Enforcement S12** (3 points possible) - Acoustic analysis identified as Will the project undertake any of the following analysis? a Development Permit application requirement, as Acoustic analysis (1 point) appropriate to the project location. Thermal comfort analysis (1 point) □ CPTED analysis (1 point) Requirement for Thermal Comfort Analysis would be identified through the rezoning process. Staff comments No supporting documentation available. Applicant needs to provide necessary evidence Response: Acoustic report to be provided, heating/AC provided and

Score 2 /3

thermal building envelope analysis provided

551

Attachment 11 Resources **S13** (3 points possible) CPTED Does the design of the site prevent crime through crime prevention through Enforcement environmental design principles (CPTED)? Yes A CPTED analysis is required for submission. ☐ No Elements on Architectural If yes, describe the crime prevention design measures: (up to 3 points) Plans will be secured through the Development Permit. The Westport Village has been developed based on the principles that the design of buildings and public spaces has an impact on perceptions of safety Elements on Landscape Plans and security, as well as against actual opportunities for crime. When will be subject to securities. development is appropriately designed, it can reduce the likelihood of crimes being committed. The crime prevention design principles we based our design on are: Staff comments - natural surveillance: e.g. Clear building entrance not obscured by vegetation and avoiding blind corners in pathways, stairwells, hallways and car parks Require supporting CPTED - access control: e.g. Controlled access, clear sight lines, security cameras analysis doc. Graded with intent - territorial reinforcement: e.g. Distinct transitions/boundaries between the that applicant provides detailed public and private areas and clear Identification of units documents - space management: e.g Encouraging design that promotes pride and a sense Response: design factors in of place for the community. **CPTED** initiatives Score 3 /3 Resources **S14** (3 points possible) Pets OK BC Will the project allow for pet friendly rental units? **Enforcement** Yes A Section 219 Covenant ☐ No related to no prohibition on pet rental for strata developments If yes, describe how the project will allow for pet friendly rental will be required. units and any other pet friendly details of the project (e.g., dog run, pet wash station etc.): (3 points) Staff comments The secured rental building will allow pets. Dog wash stations have been located in the parkade. confirmed by developer, but will require covenants

Score 3 /3

552 Attachment 11 Enforcement **S15** (2 points possible) Elements on Architectural Does the development provide diversification by increasing the mix of uses Plans will be secured through for the particular site and its neighbourhood? Development Permit. Yes Staff comments ☐ No If yes, describe the proposed uses: (up to 2 points for 3 uses) Residential % total floorspace/site area: 10% Commercial % total floorspace/site area: 10% Industrial % total floorspace/site area: 5% Institutional % total floorspace/site area: 5% Park (note type) % total floorspace/site area: Score 2 /2 Gathering space % total floorspace/site area: 5% Enforcement **S16** (2 points possible) - Elements included in Civil Climate change is expected to bring more frequent and intense weather that Plans will be secured through may result in increased and prolonged power outages. Will this project be the Servicing Agreement. designed to provide occupants basic needs amid prolonged power outage - Energy and mechanical and extreme weather? (e.g., back-up power supply, energy independent features) systems will be confirmed Yes through the Building Permit. □ No Staff comments (up to 2 points) If yes, list all measures: Please provide more detail of Emergency generators will be within the parkade to provide emergency power the measures taken. Not just for emergency lighting and emergency power to all elevators and emergency "Back-up power supply". points power for all building services given but conditionally Response: Building Code Report calls out all where Emergency Power will be supplied to

Score 2 /2

553

Attachment 11 Enforcement **S17** (2 points possible) Written commitment from Does the project provide education and awareness of the sustainable applicant detailing education features of the project for owners/occupants? and awareness. Examples include: Common property features are · Document is given to new owners at time of sale, covenant on title, required to be included in Strata Bylaws. inclusion/protection of features in strata bylaws Signage/display/art recognizing design, etc. Staff comments Yes full marks based on carried out commitment □ No If yes, list all the education and awareness initiatives: (up to 2 points) The viewing platform over-looking Schoolhouse Creek will create a unique educational experience, informing the public on the fauna and flora of the creek and the sustainability components of the Westport site. In addition to this, the new homeowners guide will be provided to all condo buyers as well as info-graphics relating to sustainability initiatives will be shared with all tenants. Score 2 /2 Enforcement **S18** (2 points possible) A shadow/viewscape study is required through the Is the project design adapted to minimize shadow or privacy Development Permit. impacts to and from adjacent buildings? (1 point) ☐ Yes Staff comments □ No applicant must provide shadow/viewscape study to N/A demonstrate steps taken Response: AND / OR Shadow analysis proved Does the project design integrate the results of a viewscape study with respect to water and mountain views? (1 point) Yes □ No ☐ N/A Score 1 /2

554

Attachment 11 Enforcement **S19** (3 points possible) - Will depend on the type of Does your project include any innovative social sustainability aspects not innovation, determined by staff. captured? Staff comments Yes □ N/A If yes, please describe: (up to 3 points) Between the Arts Centre, the Artist Village and the various plazas, Westport Village is sure to be a marquee destination for Port Moody and Metro Vancouver residents, with high social value and attracting artists and the public at large. In addition, the Arts Centre will include a variety of spaces dedicated to performance and multi-functional gathering venues Score 3 /3 **Enforcement S20** - N/A Does your project face any unique site constraints that limit social sustainability achievement? Staff comments ☐ Yes ■ No If yes, please explain:

555

### Attachment 11

#### **S21**

#### (3 points possible)

Summarize the project's social sustainability contributions including the performance criteria in this Report Card and additional elements not previously captured here:

The Westport Village will highly contribute to the social sustainability of the City. The new residents and employees in the area will have plenty of voluntary amenities such as dedicated play areas for children, a day care facility with a spacious outdoor play area, arts and cultural facilities in the Artist Village and a Arts Centre building that will also provide office space for the local not for profit community. Accessible landscaped roof decks for the new residents have also been designed through the development.

The project includes a range of unit sizes for a variety of household types, a minimum 30% of the total market strata units are 2 and 3 bedroom units and at least 25% of the market rental units are 2 and 3 bedroom units.

60% of the total unit number will be designed to be adaptable, following the BCBC adaptable requirements. In addition to this, accessible features such as accessible amenity features and automated door openers where required will be included.

The project will also have a senior housing components with +/- 40 units and a variety of care needs, from independent living to assisted care.

40% purpose-built market rental housing that consist of more than 200 units in total will be provided.

The proposed rental building will have pet friendly units and dog wash station have been designed in the parking levels.

The indoor comfort of the occupants will be taken under consideration with improved ventilation system. Also, the creative design of the entire development will help the mental wellness and social connectedness of the occupants, promoting and facilitating socialization and social interaction. The development has been designed to improve the streetscapes and pedestrian connection, creating a vibrant space of usable public plazas and green-spaces.

The project will undertake an acoustic analysis and has been designed following the crime prevention design principles.

A variety of stakeholders have been consulted and involved in the development of this site. Their inputs have been incorporated in the design and reflected in the floorplans.

The Westport Village will also create a new educational experience thanks to the viewing platform overlooking Schoolhouse Creek. A unique opportunity to inform the public on the flora and fauna but also on the future climate challenges we will face.

In conclusion, between the public plazas, the art components, the performance space, the unique mix of uses, Westport Village will become a social hub for the area and for the entire City of Port Moody.

**Enforcement** 

Highlighted in Council reports.

#### Staff comments

Applicant has identified intentions it "will" carry out but is missing important reports and analysis to warrant valid marks

#### Response:

Architectural and landscape drawings along with Code Consultant and Mechanical Consultant drawings/reports provided

Score 3 /3

Total Social Sustainability Pillar Points = 106 /165

556

Attachment 11

## **Glossary of Terms**

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.

ACH: Air changes per hour.

**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.

**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.

**BC Energy Step Code:** BC Energy Step Code is a voluntary provincial 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.

**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.

**Coastal Flooding:** A flood is a general and temporary inundation of normally dry land areas. When a coastal process—such as waves, tides, storm surge, or heavy rainfall from coastal storms—produces that flood, it is called a coastal flood. Coastal areas, like all areas, can also flood from high rainfall or overflowing streams.

Coefficient of Performance (COP): Is a ratio of useful heating or cooling provided to work (energy) required. Higher COPs equate to higher efficiency, lower energy (power) consumption and thus lower operating costs.

**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.

557

#### Attachment 11

**Embodied greenhouse gas emissions:** Embodied emissions refers to the greenhouse gas emissions created in various phases of a building or piece of infrastructure's full life cycle (e.g., material extraction, manufacturing, construction, maintenance, and end of life/disposal).

**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.

**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 streetlights and other man-made sources, which has a disruptive effect on natural cycles and inhibits the observation of stars and planets.

**Market rental housing**: market rent is the rent that an apartment, without rent or income restrictions or rent subsidies, would command in the open market considering its location, features, and amenities.

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

Non-human companion: Means any domestic or feral pet under the care, custody, or ownership of a person.

**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.

558

### Attachment 11

**Lock-off suites:** Lock-off units are self-contained units which are smaller than the principal dwelling unit. Each unit must have direct access to a hallway, corridor or the outside, and a shared internal door which can be locked enabling both units to be independent.

Low albedo: Albedo is the measure of the reflectivity of a material. A high albedo means it reflects a lot of light and a low albedo means it absorbs a lot of light.

Low Carbon Energy System: Low carbon energy systems ("LCES") supply heat energy primarily derived from highly efficient and renewable sources in order to provide space heating and conditioned ventilation air for buildings seeking to achieve low greenhouse gas emissions. These systems may also provide domestic hot water and cooling service.

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.

**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.

Sea Level Rise: Sea level rise is an increase in the level of the world's oceans due to the effects of global warming.

Sequestered carbon: a natural or artificial process by which carbon dioxide is removed from the atmosphere and stored.

**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.

**Triangulation**: Triangulation is spatial design that gives people a reason to be in the space. In order to promote public interaction, common areas should contain amenities people don't have in their private residences such as a splash pad or play structure with triangular configuration in mind.

**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.

559

### Attachment 11

**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**: 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.

Attachment 12



# City of Port Moody

### Bylaw No. 3412

A Bylaw to close a portion of Vintner 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 Vintner Street, 2023, No. 3412".

### 2. Legal Description

2.1 That the 0.142ha area shown in heavy black outline and identified as "Lot A" on Reference Plan EPP118323, a copy of which is attached hereto as Schedule "A", is hereby stopped up and closed to traffic of all kinds and the dedication as highway 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 EPP118323.

### Severability

 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.

EDMS#615718 1

A 44 I 4 A C
Attachment 12

Read a first time this day of, 2023.	
Read a second time this day of, 2023.	
Read a third time this day of, 2023.	
Adopted this day of, 2023.	
M. Lahti Mayor	S. Lam City Clerk
Wayor	Oily Giork
I hereby certify that the above is a true copy of By	law No. 3412 of the City of Port Moody.
	,
S. Lam	
City Clerk	

562

Attachment 12

Schedule A to Bylaw No. 3412 Reference Plan EPP118323

