



City of Port Moody

Report/Recommendation to Council

Date: January 30, 2020

Submitted by: Planning and Development Department – Development Planning Division

Subject: Development Approval – 3227-3239 St. Johns Street (Porte Communities)

Purpose

To present Zoning Amendment Bylaw, No. 3201 (3227-3239 St. Johns Street) (CD76) for Council consideration of adoption and Development Permit 2018-132 for issuance and Housing Agreement Bylaw, No. 3202 for first, second and third readings, for a proposed six storey, mixed use residential/commercial project at 3227-3239 St. Johns Street.

Recommended Resolutions

THAT City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 19, 2019, No. 3201 (3227-3239 St. Johns Street) be now adopted as recommended in the report dated January 30, 2020 from the Planning and Development Department – Development Planning Division regarding Development Approval – 3227-3239 St. Johns Street (Porte Communities);

AND THAT City of Port Moody Housing Agreement Bylaw, 2020, No. 3202 (3227-3239 St. Johns Street) be read a first, second, and third time;

AND THAT Development Permit 2018-132 be authorized for issuance;

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

Background

Porte Communities has applied to redevelop two developed commercial properties located at 3227 and 3239 St. Johns Street, as shown on the Location Plan (**Attachment 1**). The mixed-use project consists of 117 apartment units and 964.2m² (10,379ft²) of commercial space, over underground parking. The subject property is designated Mixed Use – Moody Centre in the Official Community Plan (OCP) which permits mixed commercial/residential projects up to a maximum height of six storeys. The site is also included within:

- the Evergreen Line Inlet Centre Transit-Oriented Development Sub-Area;
- Development Permit Area 1: Neighbourhood Residential, for the regulation of the form and character of development; and

Report Considered at the February 25, 2020 Regular Council Meeting

112

- Development Permit Area 5: Hazardous Conditions, as the soils may be subject to liquefaction during a seismic event and due to the steep slopes on the south and east sides of the site.

The application was considered and endorsed by the Community Planning Advisory Committee (CPAC) on December 4, 2018. The minutes of the meeting are included as **Attachment 2** and the applicant's responses to items are discussed later in the report.

Bylaw No. 3201, rezoning the site to Comprehensive Development Zone 76 (CD76) received third reading following a Public Hearing on July 23, 2019. Housing Agreement Bylaw No. 3202 was considered by Council on January 28, 2020 and was referred back to staff and the developer to address the term of proposed market rent units. Road Closure Bylaw 3208 was adopted on October 8, 2019 which facilitates the developer's acquisition of a small portion of the St. Johns Street road allowance.

An Application Fact Sheet is included as **Attachment 3** and the existing OCP and Zoning Designation Maps are included as **Attachment 4**.

The project complies with the applicable OCP land use designation and the applicable Development Permit form and character design guidelines and it has been designed to address the potential soil liquefaction and steep slope conditions. Staff and the applicant have reviewed the Housing Agreement which has been amended to address the key issues. Accordingly, Council may consider the adoption of Zoning Amendment Bylaw No. 3201 (**Attachment 5**) and the issuance of Development Permit 2018-132 (**Attachment 6**) and consider first, second and third readings of Housing Agreement Bylaw 3202 (**Attachment 7**).

Discussion

The following project description is a summary of information that was substantially provided to Council earlier in the process.

Site and Conditions

The development site consists of two developed lots with a net area of 3,737.3m² (40,228.7ft²), located between Moray Street and Clearview Drive, on the south side of St. Johns Street as shown on the Location Plan and the aerial photo (**Attachment 1**). The subject lots are currently occupied by an automotive tire shop and an auto dealership. The rear and east sides of the property are occupied by a steep bank currently supported by the existing buildings and a retaining wall. The grade change between the single-family lots to the south and the bottom of the retaining wall varies between 4m (13ft) and 5.5m (18ft). To the east, the bank varies between 3m (9.8ft) and 4m (13ft) in height.

Surrounding development consists of:

- North: light industrial and commercial properties (M1 and C5) which were the subject of a recent development application and, to the northeast, a four-storey, mixed commercial/residential project (CD36). These properties are designated in the OCP for redevelopment up to 12 storeys in height;

Report Considered at the February 25, 2020 Regular Council Meeting

113

- South and East: Single Detached Residential properties (RS1) which are designated Single Family Low Density in the OCP; and
- West: a retail building currently used by Shoppers Drug Mart (C3) which is designated in the OCP for mixed-use redevelopment up to six storeys in height.

Development Proposal Description

The proposed project consists of 117 apartment units and 964.2m² (10,379ft²) of gross commercial floor area. The gross floor area, less the permitted exclusions, is 10,393.1m² (111,870.6ft²) which results in a Floor Area Ratio of 2.78. Sixty-seven units are one-bedroom and one-bedroom plus den suites, 39 units are two-bedroom and two-bedroom plus den units, and 11 units are three-bedroom. The units range in size from 36.37m² (391.5ft²) to 113.7m² (1,223.9ft²). Fifty-nine of the units in the project are designated as adaptable units which satisfies the Zoning Bylaw requirement.

The principal outdoor communal amenity space is the landscaped courtyard located on the second level podium covering the rear parking area. This space is 315m² (3,390.5ft²) in size and includes a structured children's play area, communal gathering/seating opportunities, and garden plots for resident use. An indoor amenity room, 181m² (1,945ft²) in size, is located at the east end of the courtyard. The total common indoor and outdoor amenity space is 495.7m² (5,335.5ft²) or 4.24m² (45.6ft²) per unit which exceeds the minimum amenity standard of 3m² (32.3ft²) that would be required in the comparable Six-Storey Mixed Use Zone (CRM2). In addition, all units have balconies at least 4.65m² (50ft²) in size and nine units on the upper floor have access to individual rooftop patios.

The landscape plan also incorporates additional screen planting to the south and east to provide visual separation from the single-family homes on the top of the bank. The streetscape along St. Johns Street is a minimum of 6.7m (22ft) deep and includes street trees and shrub planting beds creating a substantial pedestrian space across the width of the site.

Access and Parking

Vehicle access to the site and the underground parking is provided off St. Johns Street at a new signalized intersection at Golden Spike Way.

Based on the parking requirements for projects within TOD Areas and the reduced requirement for the two below market rent units, 185 spaces are provided in accordance with the Zoning Bylaw requirements. All residential spaces and 20% of the commercial spaces are provided with electric vehicle charging infrastructure.

A total of 212 long- and short-term residential and commercial bicycle parking spaces are provided in the parkade and on-street which exceeds the Zoning Bylaw requirement of 189 spaces.

Public Art

The developer has volunteered to provide a public art installation rather than make a financial contribution to the Public Art Reserve Fund. Based on the draft public art plan, the artwork will consist of either a tile mural or metal artwork placed on the existing retaining wall east of the site which, in conjunction with a wider sidewalk, will enliven the pedestrian environment along this

Report Considered at the February 25, 2020 Regular Council Meeting

114

section of St. Johns Street. The development permit includes a condition that the public art element be designed and approved prior to the issuance of a building permit and installed no later than 6 months from the date of occupancy and that an artwork maintenance plan covenant be registered.

Development Permit: Form and Character

The project is situated within Development Permit Area 1: Neighbourhood Residential and the project has been reviewed against the applicable design guidelines. Key form and character components of the development include:

- the building design is very well articulated breaking down a long façade on St. Johns Street and creating strong visual interest on all elevations;
- the U-shaped built form allows for improved sunlight penetration into the units;
- the landscaped courtyard on the second level incorporates resident amenity space and a children's play area to complement the adjoining indoor amenity room;
- the landscaped courtyard softens the impact on the adjacent properties to the south;
- the use of durable building materials, including cementitious siding and panels, brick, metal window frames and metal storefront window wall system;
- energy performance measures including the use of heat recovery ventilators, LED lighting and lighting sensors;
- the inclusion of a canopy for weather protection over the commercial entries; and
- a street-oriented commercial level which enhances an expanded pedestrian realm.

With specific reference to the issues identified by CPAC:

- the canopy over the commercial units has been redesigned as a continuous structure to provide uninterrupted weather protection for pedestrians;
- the garbage and loading facilities previously located behind the commercial units at the west end of the site have been relocated to the rear parking area which eliminates the requirement for the second driveway off St. Johns Street;
- a green roof has not been provided and the developer provided a letter from their insurance company outlining the issues with green roofs on wood frame buildings;
- the project includes water conservation strategies, including measures to capture rainwater for use in irrigation; and
- three additional handicapped parking spaces are provided, increasing the total to seven spaces.

In addition, the applicant proposes to achieve a building performance equivalent to the LEED® 'Gold' building performance level and the developer's commitment will be secured by a restrictive covenant as a condition of the development permit.

Reduced project plans are included as schedules in **Attachment 6**.

Development Permit: Hazardous Conditions:

As the site is identified as having soil conditions which may be subject to liquefaction during a seismic event, a geotechnical report was submitted which confirms that the soil conditions are

Report Considered at the February 25, 2020 Regular Council Meeting

115

not prone to liquefaction. While the steep slopes to the south and east are designated hazardous there are no concerns from a geotechnical perspective provided the construction recommendations are followed and a covenant will be required as a condition of the development permit.

Housing Agreement Bylaw

Following the January 28, 2020 Council meeting, staff met with the applicant to discuss the length of the term affecting the eight market rental units and other technical issues. In response:

- the length of the term for the eight market rental units has been increased from 10 to 12 years;
- the definition of 'Community Worker' has been amended to delete the reference to City fire and police employees;
- the term of the Agreement will commence with the adoption of the Housing Agreement Bylaw;
- clarity has been provided around the means of securing tenants for the two below market rent units by seeking candidates nominated by a non-profit.

Based on the discussion and legal review, it was determined that a two separate Agreements will be provided. If Housing Agreement Bylaw 3202 is adopted, the Housing Agreement will charge all residential units in the project but, upon the end of the term, it will be discharged from all but the ten rental units. A 'No Rental Prohibition' housing agreement will remain in place for all other units.

This Agreement also incorporates the developer's commitments to provide:

- a 'locals first' marketing program;
- a 3% reduction in the purchase price of units by individuals who identify as 'Community Workers' (as revised); and
- a minimum of 10 purchasers the opportunity to pay the 5% down payment in monthly installments during construction.

The second Agreement is intended to prevent the Strata Council from enacting rules or regulations prohibiting any owner from renting their unit. This Agreement will remain on title for all units in perpetuity.

The total number of rental units represents an increase as was also suggested by CPAC. If Housing Agreement Bylaw 3202 is adopted, both Agreements will be registered as covenants on title.

Sustainability Report Card

The Sustainability Report Card (**Attachment 8**) has been revised to incorporate additional measures, including reference to the affordable housing component, increasing the score to 72.6% as summarized in the following table:

Report Considered at the February 25, 2020 Regular Council Meeting

116

Sustainability Pillar Application	Cultural	Economic	Environmental	Social	Overall Total
3227-3239 St. Johns Street	63.6% (7 out of 11)	54% (7 out of 13)	76% (40.5 out of 53)	76.3% (29 out of 38)	72.6%

Financial Implications

In accordance with the CAC Policy, payment is based on a residential floor area less the permitted exclusions, of 9,395m² (101,128.73ft²) which, at \$6.00/ft², results in a total contribution of \$606,772.38. Of that amount, \$202,257.46 will be directed to the Affordable Housing Reserve Fund with the remainder of \$404,514.92 going to the Community Amenity Contribution Reserve Fund.

Based on the previous DCC rates, City Development Cost Charges are estimated to be \$439,669.75 provided that the building permit is issued prior to January 2021.

With respect to public art, 0.5% of the project construction cost is estimated at about \$124,475. As the applicant is providing an art installation rather than a contribution to the Public Art Reserve Fund, a portion of the total amount will cover the public art consultant fee and art selection process, and the remainder, estimated at approximately \$98,000 will cover the cost of the actual artwork. A refundable deposit in the amount of \$98,000 will secure the provision of the art work and will be released upon completion of the work and acceptance by the City.

The net residential floor area of the project, at 9,395m² (101,128.73ft²) results in an FAR of 2.514. As this floor area ratio marginally exceeds 2.5, a density bonus payment will be required. If the project proceeds, the amount of the bonus payment will be confirmed and payable prior to issuance of a building permit.

With the adoption of the Road Closure Bylaw, staff and the developer have negotiated a Purchase and Sales Agreement and the developer has submitted payment in the amount of \$23,546.25 for the land to be acquired.

Concluding Comments

The project satisfies the applicable development permit area design guidelines to the satisfaction of staff. In particular, the project incorporates a rental component which will increase the City's current rental housing stock, it provides a substantial resident amenity area which takes advantage of a southern exposure and it provides for public realm improvements. Overall, this project will be a positive addition to the community.

Other Options

1. THAT the applicant be requested to make further changes as identified by Council prior to the consideration of the adoption of Bylaw No. 3201 and Bylaw No. 3202 and authorization to issue Development Permit 2018-132 (This may require a second public hearing).
2. THAT the rezoning application, as presented in the report dated January 30, 2020 from the Planning and Development Department – Development Planning Division regarding Development Approval – 3227-3239 St. Johns Street, not be supported.
3. THAT City of Port Moody Housing Agreement Bylaw, 2020, No. 3202 (3227-3239 St. Johns Street) not be supported.
4. THAT issuance of Draft Development Permit 2018-132 not be authorized.

Communications and Engagement

As part of the review, the application was previously considered by the Community Planning Advisory Committee (CPAC) on December 4, 2018. In the spring of 2019, in accordance with the City's Community and Stakeholder Consultation Policy, the applicant held a Community Information meeting on May 6, 2019. A Public Hearing was held on July 23, 2019.

Council Strategic Plan Objectives

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

Attachments:

1. Location Plan.
2. December 4, 2018 CPAC meeting Minutes.
3. Application Fact Sheet.
4. OCP Land Use and Zoning Designation Map.
5. Draft City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 19, 2019, No. 3201 (3227-3239 St. Johns Street).
6. Draft Development Permit 2018-132.
7. Draft City of Port Moody Housing Agreement Bylaw, 2020, No. 3202 (3227-3239 St. Johns Street).
8. Sustainability Report Card.

Report Author

Doug Allan, MCIP, RPP
Senior Development Planner

Report Considered at the February 25, 2020 Regular Council Meeting

118

Report Approval Details

Document Title:	Development Approval - 3227-3239 St. Johns Street (Porte Communities).docx
Attachments:	<ul style="list-style-type: none">- Attachment 1 - Location Plan.pdf- Attachment 2 - December 14, 2018 CPAC Meeting Minutes.pdf- Attachment 3 - Application Fact Sheet.pdf- Attachment 4 - OCP Land Use and Zoning Designation Map.pdf- Attachment 5 - Draft Zoning Amendment Bylaw 3201.pdf- Attachment 6 - Draft Development Permit 2018-132.pdf- Attachment 7 - Draft City of Port Moody Housing Agreement Bylaw, 2020, No. 3202 (3227-3239 St. Johns Street).pdf- Attachment 8 - Sustainability report card.PDF
Final Approval Date:	Feb 18, 2020

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

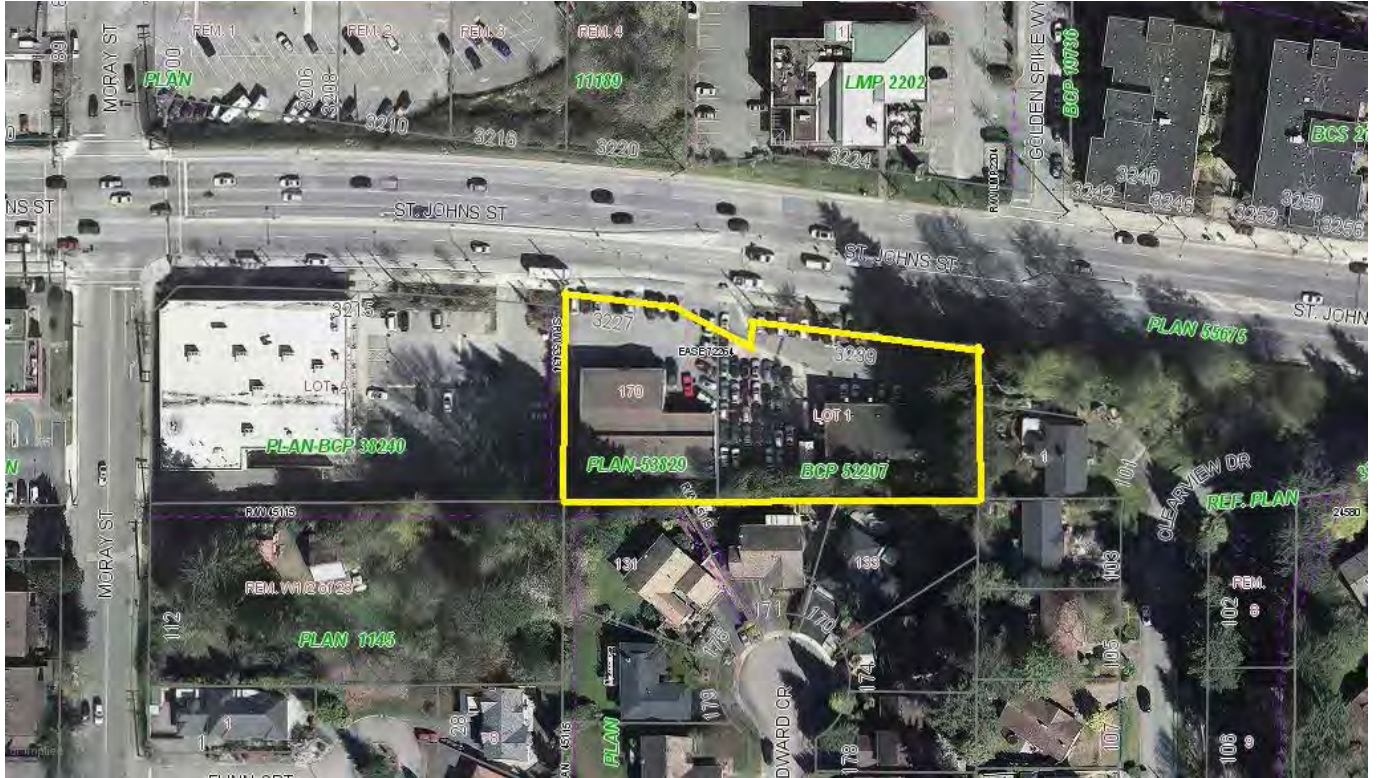
Dorothy Shermer, Corporate Officer - Feb 18, 2020 - 9:28 AM

Natasha Vander Wal for Rosemary Lodge, Manager of Communications and Engagement –
Feb 18, 2020 - 11:55 AM

Paul Rockwood, General Manager of Finance and Technology - Feb 18, 2020 - 12:49 PM

Tim Savoie, City Manager - Feb 18, 2020 - 1:23 PM

LOCATION PLAN



EXCERPT FROM DECEMBER 4, 2018 CPAC MEETING MINUTES

**Rezoning
Application –
3227-3239 St. Johns
Street**

4.2 Report: Planning and Development Department – Development Planning Division, dated November 16, 2018

File: 13-6700-20-182

Staff provided an introduction of the rezoning application at 3227-3239 St. Johns Street and answered questions on the proposed intersection at Golden Spike Way, removing the encroachment of awnings over the front property line, and sidewalk access.

The Committee requested that commentary prepared by the consulting architect, Merrick Architecture, be included when available.

The applicant, Porte Development Corporation, gave a presentation on the proposed project providing information on the site context, project components, floor plans, building designs, and pedestrian/transit connections.

The applicant answered questions on the height and shape of the retaining wall, the amenity space in the south east corner, the considerations for public art, electric vehicle charging stations, the location of the commercial garbage storage amenities, the timing of when the shadow study was done, the availability of a traffic study, the environmental sustainability aspects, and the incorporation of native plants in the landscaping plan.

CPAC18/042

Moved and seconded

THAT the proposed project be endorsed as recommended in the report dated November 16, 2018 from Planning and Development Department – Development Planning Division, subject to the applicant addressing the following specific items:

- **the construction of a wider sidewalk to the east of the site;**
- **the provision of a continuous overhang along the north elevation;**
- **the relocation of the garbage storage facilities away from the Commercial Residential Units;**

- a significant ecological art design component to the design component of the building be considered;
- reconsidering the provision of a green roof;
- the incorporation of opportunities for rainwater harvesting;
- addressing 100% access to electric vehicle charging stations;
- the replacement of the at-grade commercial units with residential units or live-work units;
- the provision of 3 additional handicapped parking spaces; and
- the provision of additional rental units.

Separation of each bulleted item was requested.

The question on the first bullet of the main motion (CPAC18/042a) was put to a vote; the following motion was CARRIED:

THAT the proposed project be endorsed as recommended in the report dated November 16, 2018 from Planning and Development Department – Development Planning Division, subject to the applicant addressing the following specific item:

- the construction of a wider sidewalk to the east of the site.

The question on the second bullet of the main motion (CPAC18/042b) was put to a vote; the following motion was CARRIED:

THAT the proposed project be endorsed as recommended in the report dated November 16, 2018 from Planning and Development Department – Development Planning Division, subject to the applicant addressing the following specific item:

- the provision of a continuous overhang along the north elevation.

CPAC18/043

Moved, seconded, and CARRIED

THAT the meeting be extended for an additional 15 minutes.

The question on the third bullet of the main motion (CPAC18/042c) was put to a vote; the following motion was CARRIED:

THAT the proposed project be endorsed as recommended in the report dated November 16, 2018 from Planning and Development Department – Development Planning Division, subject to the applicant addressing the following specific item:

- **the relocation of the garbage storage facilities away from the Commercial Residential Units.**

(Voting against: Councillors Dilworth, Lahti, Greg Elgstrand, Wilhelmina Martin, Jeff McLellan, and Callan Morrison)

The question on the fourth bullet of the main motion (CPAC18/042d) was put to a vote; the following motion was DEFEATED:

THAT the proposed project be endorsed as recommended in the report dated November 16, 2018 from Planning and Development Department – Development Planning Division, subject to the applicant addressing the following specific item:

- **a significant ecological art design component to the design component of the building be considered.**

(Voting against: Councillors Dilworth, Lahti, Melissa Chaun, Jean Donaldson, Jillian Eaton, Greg Elgstrand, Wilhelmina Martin, and Jeff McLellan)

The question on the fifth bullet of the main motion (CPAC18/042e) was put to a vote; the following motion was CARRIED:

THAT the proposed project be endorsed as recommended in the report dated November 16, 2018 from Planning and Development Department – Development Planning Division, subject to the applicant addressing the following specific item:

- **reconsidering the provision of a green roof.**

The question on the sixth bullet of the main motion (CPAC18/042f) was put to a vote; the following motion was CARRIED:

THAT the proposed project be endorsed as recommended in the report dated November 16, 2018 from Planning and Development Department – Development Planning Division, subject to the applicant addressing the following specific item:

- **the incorporation of opportunities for rainwater harvesting.**

The question on the seventh bullet of the main motion (CPAC18/042g) was put to a vote; the following motion was DEFEATED:

THAT the proposed project be endorsed as recommended in the report dated November 16, 2018 from Planning and Development Department – Development Planning Division, subject to the applicant addressing the following specific item:

- **addressing 100% access to electric vehicle charging stations.**

(Voting against: Mayor Vagramov, Councillors Dilworth, Madsen, Lahti, Lubik, Melissa Chaun, Jean Donaldson, Jillian Eaton, Wilhelmina Martin, Jeff McLellan, and Callan Morrison)

The question on the eighth bullet of the main motion (CPAC18/042g) was put to a vote; the following motion was DEFEATED:

THAT the proposed project be endorsed as recommended in the report dated November 16, 2018 from Planning and Development Department – Development Planning Division, subject to the applicant addressing the following specific item:

- **the replacement of the at-grade commercial units with residential units or live-work units.**

(Voting against: Mayor Vagramov, Councillors Milani, Dilworth, Royer, Jillian Eaton, Wilhelmina Martin, Jeff McLellan, and Callan Morrison)

CPAC18/043

Moved, seconded, and CARRIED

THAT the meeting be extended for an additional 15 minutes.

The question on the ninth bullet of the main motion (CPAC18/042h) was put to a vote; the following motion was CARRIED:

THAT the proposed project be endorsed as recommended in the report dated November 16, 2018 from Planning and Development Department – Development Planning Division, subject to the applicant addressing the following specific item:

- **the provision of 3 additional handicapped parking spaces.**

The question on the tenth bullet of the main motion (CPAC18/042i) was put to a vote; the following motion was CARRIED:

THAT the proposed project be endorsed as recommended in the report dated November 16, 2018 from Planning and Development Department – Development Planning Division, subject to the applicant addressing the following specific item:

- **the provision of additional rental units.**

(Voting against: Greg Elgstrand, Wilhelmina Martin, and

Jeff McLellan)

The following motion was CARRIED:

THAT the proposed project be endorsed as recommended in the report dated November 16, 2018 from Planning and Development Department – Development Planning Division, subject to the applicant addressing the following specific items:

- **the construction of a wider sidewalk to the east of the site;**
- **the provision of a continuous overhang along the north elevation;**
- **the relocation of the garbage storage facilities away from the Commercial Residential Units;**
- **reconsidering the provision of a green roof;**
- **the incorporation of opportunities for rainwater harvesting;**
- **the provision of 3 additional handicapped parking spaces; and**
- **the provision of additional rental units.**

APPLICATION FACT SHEET

Applicant:	Porte Communities 6700-20-182
Application No. and Type	Rezoning from Automobile Sale and Service Commercial (C5) to Comprehensive Development Zone 76 (CD 76).
Project Description:	A six-storey mixed-use project composed of 964.2m ² (10,379ft ²) of leasable commercial floor space and 117 apartment units over underground parking.
Existing OCP Designation:	Mixed Use – Moody Centre (max. six storeys). Inlet Centre TOD Area.
Development Permit Areas:	Development Permit Area 1: Neighbourhood Residential. Development Permit Area 5: Hazardous Conditions (Soil Liquefaction and Steep Slopes).
Community Information Meeting:	May 6, 2019
Community Planning Advisory Committee Meeting:	December 4, 2018

Proposed Development Statistics:

Number of residential units	117
Density	10,387m ² (111,806ft ²) of residential and commercial floor area. Floor Area Ratio = 2.78 times the lot area
Lot Coverage	90% ¹
Resident Parking	134 Spaces
Visitor Parking	22 Spaces
Commercial Parking	24 Spaces
Accessible Parking	7 Spaces
Bicycle Parking	203 long and short term resident and commercial spaces

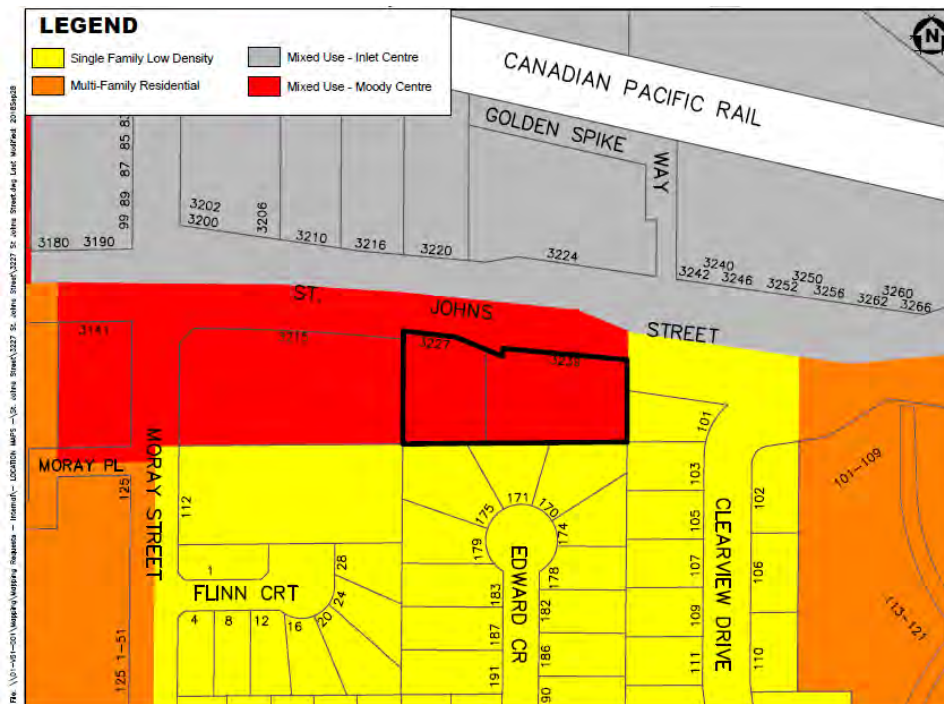
Report Considered at the February 25, 2020 Regular Council Meeting

126

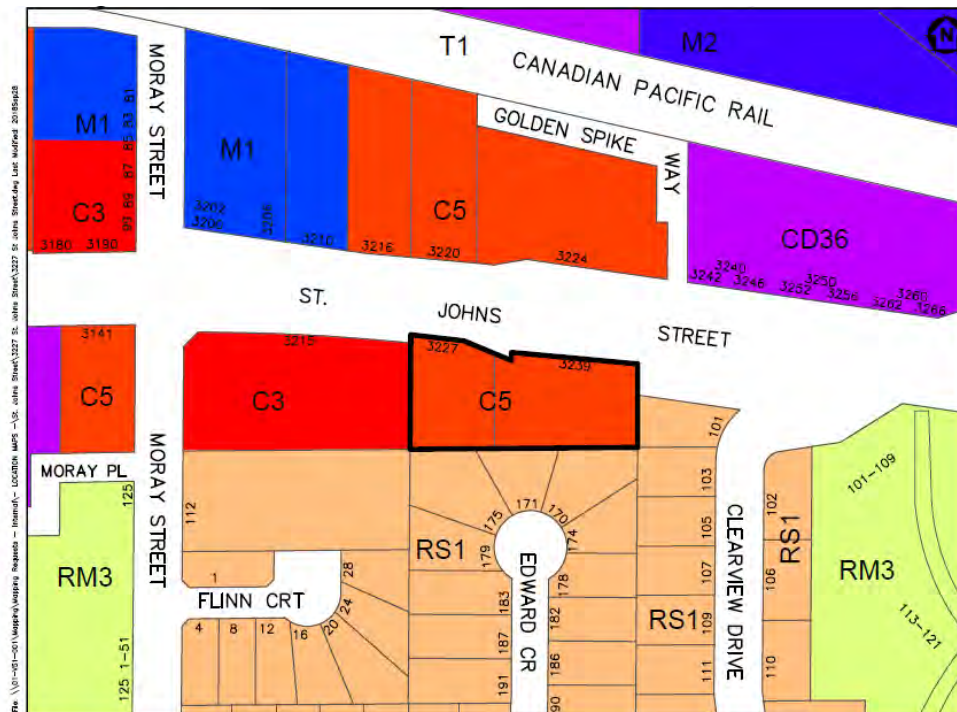
Setbacks – South	South – 6.55m (21.5ft)	
– West	West – 4.5m (14.75ft)	
– North	North – 1.45m (4.75ft)	
– East	East – 6.4m (21ft)	
Number of Studios, One-Bedroom and One-Bedroom + Den Units and size range	67	36.37m ² (391.5ft ²) – 64.53m ² (694.6ft ²)
Number of Two-Bedroom and Two-Bedroom + Den Units and size range	39	71.6m ² (770.6ft ²) – 114.9m ² (1,237.3ft ²)
Number of Three-Bedroom Units and size range	11	94.8m ² (1,020.2ft ²) – 113.7m ² (1,224.2ft ²)

¹ For Council's reference, the coverage is high due to the fact that the outdoor amenity courtyard covers the open parking to the rear of the commercial units.

OCP LAND USE DESIGNATIONS



ZONING DESIGNATIONS





City of Port Moody

Bylaw No. 3201

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

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

1. Citation

- 1.1 This Bylaw may be cited as “City of Port Moody Zoning Bylaw, 2018, No. 2937, Amendment Bylaw No. 19, 2019, No. 3201 (3227 and 3239 St. Johns Street)”.

2. Amendments

- 2.1 City of Port Moody Zoning Bylaw, 2018, No. 2937 is amended by rezoning the following lands from Auto Sale and Service Zone (C5) to Comprehensive Development Zone 76 (CD 76):

LOT 1, DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN BCP52207;

PID: 029-356-172; and

LOT 170, DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN 53829;

PID: 005-183-391

as shown on the attached map.

- 2.2 City of Port Moody Zoning Bylaw, 2018, No. 2937 is further amended by adding the following section 182:

182 Comprehensive Development Zone 76 (CD76)

182.1 Intent

The intent of this zone is to facilitate the development of a six-storey, mixed commercial/residential project.

Report Considered at the February 25, 2020 Regular Council Meeting

129

182.2 Permitted Uses

1. Multiple-Family Residential Use;
2. Commercial Use, including:
 - (i) Artist Studio – Type B;
 - (ii) Child Care (Group);
 - (iii) Office;
 - (iv) Personal Service;
 - (v) Retail;
 - (vi) Retail Food Service;
3. Accessory Home Occupation – Type A; and
4. Accessory Off-Street Parking.

182.3 Lot Coverage

The maximum permitted lot coverage is 89%.

182.4 Residential Density

No more than 117 residential dwelling units shall be permitted.

182.5 Floor Area Ratio (FAR)

The maximum permitted gross FAR is 2.80.

182.6 Building Height

21m as measured from average grade to the top of the elevator shaft/mechanical room and not more than six storeys, excluding the roof access stair hatches.

182.7 Setbacks

The building shall be setback in accordance with the following:

- (i) North – 1.45m (4.75ft);
- (ii) East – 6.4m (21ft);
- (iii) South – 6.55m (21.5ft);
- (iv) West – 4.5m (14.75ft).

182.8 Parking, Loading, and Bicycle Parking

Notwithstanding the regulations in sections 6.3.2, 6.4.1, 6.9, and 6.10.3, the following minimum parking, loading, and bicycle parking regulations will apply:

- a. a minimum of 136 resident parking spaces are required;
- b. a minimum of 25 commercial parking spaces are required;
- c. a minimum of 23 designated visitor parking spaces are required;
- d. a minimum of 7 handicapped parking spaces are required;
- e. a maximum of 25% of the total parking spaces may be small car spaces;
- f. a minimum of 2 loading spaces are required; and
- g. a minimum of 192 residential and commercial bicycle parking spaces are required.

3. Attachments and Schedules

3.1 Location Map.

4. Severability

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

Read a first time this 25th day of June, 2019.

Read a second time this 25th day of June, 2019.

Public Hearing held this ___ day of _____, 2019.

Read a third time this ___ day of _____, 2019.

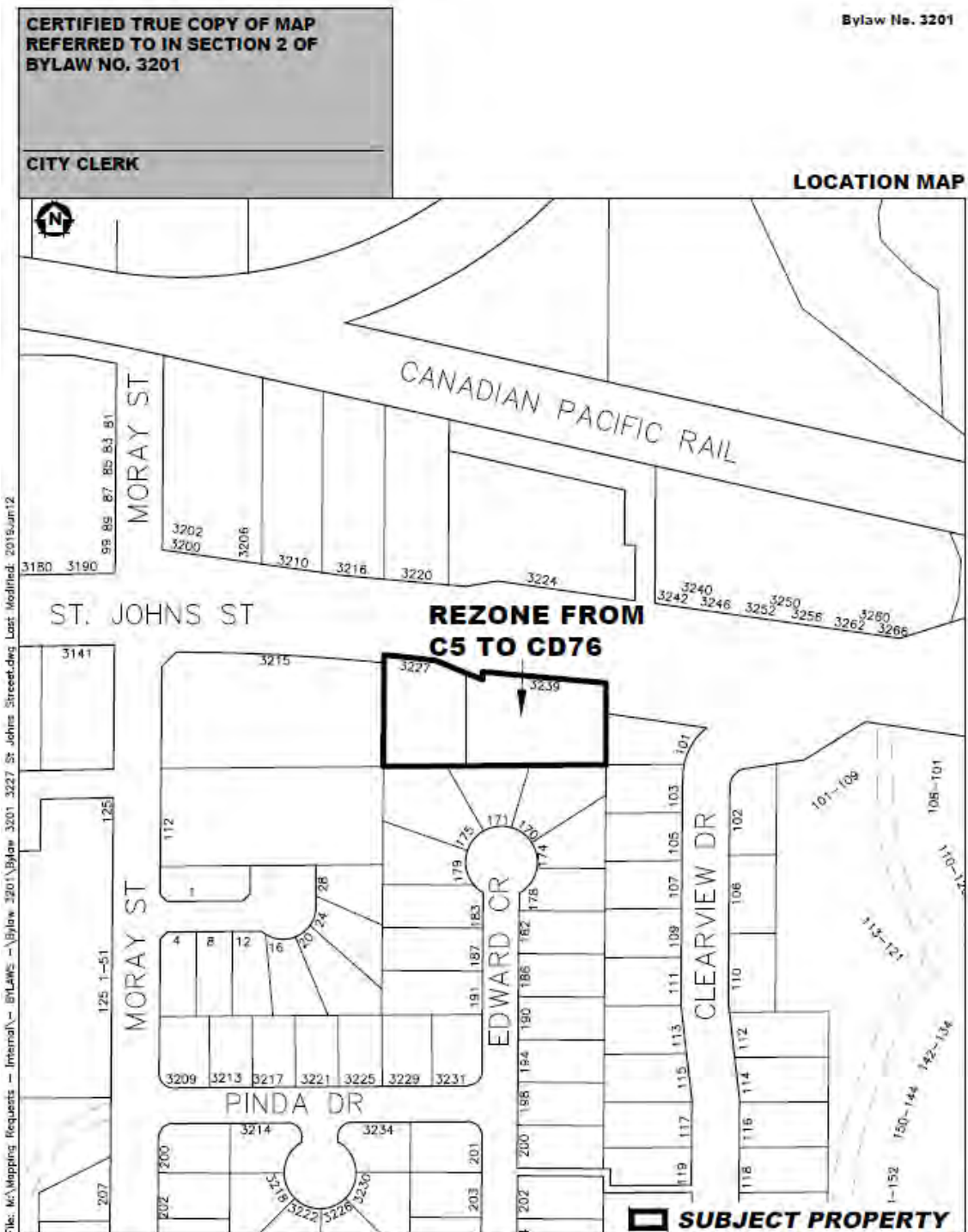
Adopted this ___ day of _____, 2019.

Acting Mayor

D. Shermer
Corporate Officer

I hereby certify that the above is a true copy of Bylaw No. 3201 of the City of Port Moody.

Dorothy Shermer
Corporate Officer



CITY OF PORT MOODY
DEVELOPMENT PERMIT NO. 2018-132

TO: Porte Communities
100 - 33 East 8th Avenue
Vancouver, BC VST 1R5

(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 1, DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
BCP52207;

PID: 029-356-172; and

LOT 170, DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN 53829;

PID: 005-183-391

(the Land)

3. The City of Port Moody Zoning Bylaw, 2018, No. 2937, Schedule D, Comprehensive Development Zones is varied in the case of Comprehensive Development Zone 75 (CD75), Section 180.8 by reducing the total number of required parking spaces from 110 spaces to 108 spaces.
4. The following requirement is hereby imposed under section 490(1)(c) of the Local Government Act:
 - a) substantial construction shall commence within two (2) years of the date of the Council Resolution authorizing issuance of this Development Permit or the Permit will lapse.
5. The following requirements are hereby imposed under sections 489(b), 490(2), and 491(2), (4), (7), and (8) of the Local Government Act:
 - a) the site shall be developed in accordance with the attached plans and documents:

Report Considered at the February 25, 2020 Regular Council Meeting

133

1. Site, Architectural and Signage Plans: A-0.00, A-0.10, A-0.15, A-0.20, A-0.50, A-1.00, A-2.00 to A-2.81, A-4.00 to A-4.20, A-5.00, A5.01, A-6.00, A-8.30 to A-8.35 and A-8.40, dated February 3, 2020, prepared by Integra Architecture Inc. on file with the City of Port Moody, marked ACCEPTED FOR DEVELOPMENT PERMIT PURPOSES, _____, 2020, attached as Schedule A, and any amendments thereto subsequently approved by the City; and
2. Landscaping Plans: L-1, L-2 and L-3, dated Rev 3, April 5, 2019, prepared by Maruyama Associates Landscape Architects on file with the City of Port Moody, marked ACCEPTED FOR DEVELOPMENT PERMIT PURPOSES, _____, 2020, attached as Schedule B, and any amendments thereto subsequently approved by the City; and
- b) notwithstanding any other provisions of this Permit, no works shall be performed upon the Land, nor shall any building or structure be erected, constructed, repaired, renovated, or sited that is not strictly in accordance with all terms and conditions of this Permit.
6. Prior to the issuance of any demolition permit, as conditions of this Development Permit, the following shall be provided to the City of Port Moody for acceptance:
 - a) an erosion and sediment control plan;
 - b) a construction dust abatement plan;
 - c) a construction waste recycling plan; and
 - d) a construction impact management plan.
7. Prior to the issuance of any building permit, including excavation permits, as conditions of this Development Permit, the following shall be provided to the City of Port Moody for acceptance:
 - a) a revised landscape plan L-1 which:
 1. incorporates soil cells for street trees along St. Johns Street and identifies the required soil volumes; and
 2. provides for additional absorbent landscaping and planting within the St. Johns Street boulevard;
 - b) landscape cost estimates for all on- and off-site landscape works based on the final accepted landscape plans;
 - c) finalized civil engineering plans;

- d) a final stormwater management plan;
 - e) finalized civil engineering plans;
 - f) an executed Engineering Servicing Agreement;
 - g) a plan of subdivision consolidating the two properties;
 - h) a registered Green Building Covenant to ensure that the project achieves a minimum of 60 points equivalent to the LEED® building and energy performance Gold level in accordance with the checklist prepared by PGL Environmental Consultants dated January 2020;
 - i) a revised Tree Management Plan which:
 - 1. clearly establishes all Tree Protection Zones and the location of all required tree protection fencing to the satisfaction of the City's Urban Forestry Technician;
 - 2. provides for the retention of the City's off-site trees #16-#20 to the extent possible;
 - k) a registered final geotechnical covenant;
 - l) a registered easement to allow for the encroachment of the commercial canopies over the property line;
 - m) an approved public art plan, including a requirement that the public art installation is completed no more than 6 months from the date of building occupancy;
 - n) a public art management plan registered as a covenant on title to ensure that the developer and future strata council are responsible for the on-going maintenance and repair of the public art installation;
8. The following requirements are hereby imposed under sections 502(1), 502(2), and 502(3) of the Local Government Act:
- a) A security deposit (the Security) shall be provided for all on-site and off-site landscaping in accordance with the approved cost estimates. The Security, in the form of a letter of credit, shall be made out to the City and shall be provided prior to issuance of a building permit for the proposed development on the Land to ensure that the development is carried out in accordance with the terms and conditions set out herein. If, for any reason, the Permit holder neglects or otherwise fails to complete the works within two (2) years of the date of issuance of this Development Permit, the City may, in 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 Security, and on final completion, to the satisfaction of the City as evidenced by the issuance

Report Considered at the February 25, 2020 Regular Council Meeting

135

of a Certificate of Completion, the City shall thereafter refund the remainder of the monies, except for ten (10) percent of the monies, which shall be released after the maintenance period lasting one (1) year from the date of completion for the landscaping.

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

AUTHORIZED BY COUNCIL RESOLUTION passed on the ____day of _____, 2020.

CITY OF PORT MOODY, by its authorized signatories:

Rob Vagramov, Mayor

D. Shermer, Corporate Officer

SCHEDULE A
SITE, ARCHITECTURAL AND SIGNAGE PLANS

Report Considered at the February 25, 2020 Regular Council Meeting

137

MIXED-USE DEVELOPMENT

3227 & 3229 St Johns Street, Port Moody, BC

ISSUE #6.0 - ISSUED FOR D.P.

February 3, 2019

DRAWING INDEX - DOCUMENTATION

ARCHITECTURAL	
01 A4.01 COVER SHEET	N/A
02 A4.02 PROJECT DATA	N/A
03 A4.03 SURVEY	1/32" = 1'-0"
04 A4.04 CONVECT PHOTOS / DCP / SP AREAS	N/A
05 A4.05 CONVECT PHOTOS	N/A
06 A4.06 PRECEDENT IMAGES	N/A
07 A4.07 SITE ANALYSIS	N/A
08 A4.08 SITE PLAN	1/8" = 1'-0"
09 A4.09 P1 PARKING PLAN	3/32" = 1'-0"
10 A4.10 P2 PARKING PLAN	3/32" = 1'-0"
11 A4.11 LEVEL 1 PLAN	3/32" = 1'-0"
12 A4.12 LEVEL 1 PLAN (VEHICLE ACCESS OVERLAY)	1/8" = 1'-0"
13 A4.13 LEVEL 2 PLAN	3/32" = 1'-0"
14 A4.14 LEVEL 3 PLAN	3/32" = 1'-0"
15 A4.15 LEVEL 4 PLAN	3/32" = 1'-0"
16 A4.16 LEVEL 5 PLAN	3/32" = 1'-0"
17 A4.17 LEVEL 6 PLAN	3/32" = 1'-0"
18 A4.18 ROOF LEVEL	3/32" = 1'-0"
19 A4.19 ROOF PLAN	3/32" = 1'-0"
20 A4.20 UNIT PLANS	1/8" = 1'-0"
21 A4.21 UNIT PLANS	1/8" = 1'-0"
22 A4.22 UNIT PLANS	1/8" = 1'-0"
23 A4.23 UNIT PLANS	1/8" = 1'-0"
24 A4.24 UNIT PLANS	1/8" = 1'-0"
25 A4.25 UNIT PLANS	1/8" = 1'-0"
26 A4.26 UNIT PLANS	1/8" = 1'-0"
27 A4.27 UNIT PLANS	1/8" = 1'-0"
28 A4.28 UNIT PLANS	1/8" = 1'-0"
29 A4.29 UNIT PLANS	1/8" = 1'-0"
30 A4.30 UNIT PLANS	1/8" = 1'-0"
31 A4.31 ELEVATIONS	1/32" = 1'-0"
32 A4.32 ELEVATIONS	1/32" = 1'-0"
33 A4.33 ELEVATIONS	1/32" = 1'-0"
34 A4.34 SECTIONS	1/32" = 1'-0"
35 A4.35 SECTIONS	1/32" = 1'-0"
36 A4.36 CONDO & GATE	1/32" = 1'-0"
37 A4.37 SHADOW STUDIES	N/A
38 A4.38 SHADOW STUDIES	N/A
39 A4.39 SHADOW STUDIES	N/A
40 A4.40 RENDERING	N/A
41 A4.41 RENDERING	N/A
42 A4.42 RENDERING	N/A
43 A4.43 RENDERING	N/A
44 A4.44 RENDERING	N/A
45 A4.45 RENDERING	N/A
46 A4.46 MATERIALS & COLOURS	N/A

Total 46

Discipline	Company	Contact	Phone / Fax	Address	Email
Client	Porte Communities	Craig Maruyama	T 604.732.7851 x124	#100 - 33 East 8th Ave	craig@porte.ca
Authority Having Jurisdiction	City of Port Moody	Manuel Ribbeling	T 604.469.4500	100 Newport Drive	manu@porte.ca
Architect	Integra Architecture Inc.	Duane Sieglitz	T 604.888.4220	Port Moody, BC V3H 5C3	duane@integra-arch.com
Code Consultant	GHL Consultants Ltd	Steve Watt	T 604.889.4449	42330 - 200 Granville Street	steve@integra-arch.com
Landscape	Manuyama & Associates	Khaan Vorrell	T 604.874.9997	408 Granville Street, Suite 950	kv@ghl.ca
Arboreal	Diamond Head	Rod Manuyama	T 604.733.4886	6800 Leg in Boat Square	manuyama@tdhe.net
Civil Engineering	Binnie & Associates	Johnny Zhang	T 604.733.4886	Vancouver, BC V6Z 4B4	john@binnieandassociates.com
Traffic	CTS Creative Transport Solutions Ltd	David Co	T 604.430.0922	3559 Commercial Street	dauid@binnieandassociates.com
Geotechnical	Geopacific	Maddy MacDonald	T 604.420.4743	Vancouver, BC V6H 4E9	maddy@geopacific.ca
Environmental	Keynote Environmental	Russell Warren	T 604.936.6190	#300-4940 Canada Way	russell@binnie.com
Sustainability / LEED	PGL Environmental Consultants	Gary Vlieg	T 604.430.0922	Burnaby, BC V5G 4K6	gary@cts-bc.com
Surveyor	Butler Sundvik	Kevin Bodnar	T 604.430.0922	1775 W 75th Avenue	kevin@geopacific.ca
		Mike Noronha	T 604.430.0922	Vancouver, BC V6P 6P2	mike@keynoteenvironmental.ca
		David Bell	T 604.695.7635	Burnaby BC V5G 4G3	dbell@keynote.com
		Gary Sundvik	T 604.513.9611	1500 - 1181 West Georgia Street	gary@sundvik.ca
				Vancouver BC V6E 4E9	
				#4 - 19089 94th Ave	
				Surrey, BC V4N 3S4	



This Artistic Rendering is Conceptual Only. It is not to be relied upon as a true representation of the finished product.



Location Map

PACKAGE ONLY TO SCALE WHEN PRINTED ON 24" x 36" SHEETS



Integra
ARCHITECTURE INC.

2330-200 Granville Street
Vancouver, BC V6C 1S4
www.integra-arch.com
Telephone: 604 688 4220

UNIVERSITY OF BC, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 2686, 2687, 2688, 2689, 2690, 2691, 2692, 2693, 2694, 2695, 2696, 2697, 2698, 2699, 2700, 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2710, 2711, 2712, 2713, 2714, 2715, 2716, 2717, 2718, 2719, 2720, 2721, 2722, 2723, 2724, 2725, 2726, 2727, 2728, 2729, 2730, 2731, 2732, 2733, 2734, 2735, 2736, 2737, 2738, 2739, 2740, 2741, 2742, 2743, 2744, 2745, 2746, 2747, 2748, 2749, 2750, 2751, 2752, 2753, 2754, 2755, 2756, 2757, 2758, 2759, 2760, 2761, 2762, 2763, 2764, 2765, 2766, 2767, 2768, 2769, 2770, 2771, 2772, 2773, 2774, 2775, 2776, 2777, 2778, 2779, 2780, 2781, 2782, 2783, 2784, 2785, 2786, 2787, 2788, 2789, 2790, 2791, 2792, 2793, 2794, 2795, 2796, 2797, 2798, 2799, 2800, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810, 2811, 2812, 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2828, 2829, 2830, 2831, 2832, 2833, 2834, 2835, 2836, 2837, 2838, 2839, 2840, 2841, 2842, 2843, 2844, 2845, 2846, 2847, 2848, 2849, 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 2865, 2866, 2867, 2868, 2869, 2870, 2871, 2872, 2873, 2874, 2875, 2876, 2877, 2878, 2879, 2880, 2881, 2882, 2883, 2884, 2885, 2886, 2887, 2888, 2889, 2890, 2891, 2892, 2893, 2894, 2895, 2896, 2897, 2898, 2899, 2900, 2901, 2902, 2903, 2904, 2905, 2906, 2907, 2908, 2909, 2910, 2911, 2912, 2913, 2914, 2915, 2916, 2917, 2918, 2919, 2920, 2921, 2922, 2923, 2924, 2925, 2926, 2927, 2928, 2929, 2930, 2931, 2932, 2933, 2934, 2935, 2936, 2937, 2938, 2939, 2940, 2941, 2942, 2943, 2944, 2945, 2946, 2947, 2948, 2949, 2950, 2951, 2952, 2953, 2954, 2955, 2956, 2957, 2958, 2959, 2960, 2961, 2962, 2963, 2964, 2965, 2966, 2967, 2968, 2969, 2970, 2971, 2972, 2973, 2974, 2975, 2976, 2977, 2978, 2979, 2980, 2981, 2982, 2983, 2984, 2985, 2986, 2987, 2988, 2989, 2990, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, 3048, 3049, 3050, 3051, 3052, 3053, 3054, 3055, 3056, 3057, 3058, 3059, 3060, 3061, 3062, 3063, 3064, 3065, 3066, 3067, 3068, 3069, 3070, 3071, 3072, 3073, 3074, 3075, 3076, 3077, 3078, 3079, 3080, 3081, 3082, 3083, 3084, 3085, 3086, 3087, 3088, 3089, 3090, 3091, 3092, 3093, 3094, 3095, 3096, 3097, 3098, 3099, 3100, 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3110, 3111, 3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3128, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 3141, 3142, 3143, 3144, 3145, 3146, 3147, 3148, 3149, 3150, 3151, 3152, 3153, 3154, 3155, 3156, 3157, 3158, 3159, 3160, 3161, 3162, 3163, 3164, 3165, 3166, 3167, 3168, 3169, 3170, 3171, 3172, 3173, 3174, 3175, 3176, 3177, 3178, 3179, 3180, 3181, 3182, 3183, 3184, 3185, 3186, 3187, 3188, 3189, 3190, 3191, 3192, 3193, 3194, 3195, 3196, 3197, 3198, 3199, 3200, 3201, 3202, 3203, 3204, 3205, 3206, 3207, 3208, 3209, 3210, 3211, 3212, 3213, 3214, 3215, 3216, 3217, 3218, 3219, 3220, 3221, 3222, 3223, 3224, 3225, 3226, 3227, 3228, 3229, 3230, 3231, 3232, 3233, 3234, 3235, 3236, 3237, 3238, 3239, 3240, 3241, 3242, 3243, 3244, 3245, 3246, 3247, 3248, 3249, 3250, 3251, 3252, 3253, 3254, 3255, 3256, 3257, 3258, 3259, 3260, 3261, 3262, 3263, 3264, 3265, 3266, 3267, 3268, 3269, 3270, 3271, 3272, 3273, 3274, 3275, 3276, 3277, 3278, 3279, 3280, 3281, 3282, 3283, 3284, 3285, 3286, 3287, 3288, 3289, 3290, 3291, 3292, 3293, 3294, 3295, 3296, 3297, 3298, 3299, 3300, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3313, 3314, 3315, 3316, 3317, 3318, 3319, 3320, 3321, 3322, 3323, 3324, 3325, 3326, 3327, 3328, 3329, 3330, 3331, 3332, 3333, 3334, 3335, 3336, 3337, 3338, 3339, 3340, 3341, 3342, 3343, 3344, 3345, 3346, 3347, 3348, 3349, 3350, 3351, 3352, 3353, 3354, 3355, 3356, 3357, 3358, 3359, 3360, 3361, 3362, 3363, 3364, 3365, 3366, 3367, 3368, 3369, 3370, 3371, 3372, 3373, 3374, 3375, 3376, 3377, 3378, 3379, 3380, 3381, 3382, 3383, 3384, 3385, 3386, 3387, 3388, 3389, 3390, 3391, 3392, 3393, 3394, 3395, 3396, 3397, 3398, 3399, 3400, 3401, 3402, 3403, 3404, 3405, 3406, 3407, 3408, 3409, 3410, 3411, 3412, 3413, 3414, 3415, 3416, 3417, 3418, 3419, 3420, 3421, 3422, 3423, 3424, 3425, 3426, 342

Report Considered at the February 25, 2020 Regular Council Meeting

138

ST. JOHN'S MIXED-USE DEVELOPMENT, PORT MOODY

Project No. 17438
Date: 2020-02-03
Issued For: D.C.

PROJECT NAME: 3237 & 3239 St. John Street

PROJECT OWNER/DEVELOPER: St. John's Project Limited Partnership

9100-33 East 8th Avenue, Vancouver, BC, V5T 1R5

PROJECT ARCHITECT:

Stone West Architects ASIC AASB MRAG, Integra Architecture Inc., 2330-200 Granville Street, Vancouver, BC, V6C 1K4
T: 604-725-7011

PROJECT ADDRESS: 3237 & 3239 St. John Street, Port Moody, BC

LEGAL DESCRIPTION: Lot 176, Plan S8829 & Lot 1, Plan S0P02297 Both of D.U.33, Group 1, MND

ZONING:

OS

Existing Zoning: OS

Proposed Zoning: OS

DPA 1: Neighbourhood Residential

DPA 3: Hot Centre

DPA 5: Neighbourhood Landfill/Shop Streets

SITE AREA:

Total Gross Site Area*

0.587 Acres

Total

42,875.02 SF

2,865.79 m²

*Includes existing industrial structures. Total estimated value

Land Dedication

0.0219 Acres

Total

334.82 SF

30.89 m²

Land Added to Lot

0.0242 Acres

Total

167.88 SF

15.45 m²

Total Net Site Area

0.5233 Acres

Total

42,578.89 SF

2,737.37 m²

TOTAL GFA:

Building	No. Fls.	GROSS FLOOR AREA (GFA) (SQ. FT.)	GROSS FLOOR AREA (GFA) (SQ. M.)	COMMON AREAS (COMMON) (SQ. FT.)	COMMON AREAS (COMMON) (SQ. M.)	RESIDENTIAL AREAS (RES) (SQ. FT.)	RESIDENTIAL AREAS (RES) (SQ. M.)	COMMERCIAL AREAS (COM) (SQ. FT.)	COMMERCIAL AREAS (COM) (SQ. M.)	NET FLOOR AREA (NFA) (SQ. FT.)	NET FLOOR AREA (NFA) (SQ. M.)	GROSS RESIDENTIAL (GROSS RES) (SQ. FT.)	GROSS RESIDENTIAL (GROSS RES) (SQ. M.)
P2 PARKING	0	24,124.30	2,214.09	0.00	0.00	28,129.30	2,609.00	0.00	0.00	0.00	0.00	0.00	0.00
P1 PARKING	0	24,124.30	2,214.09	0.00	0.00	28,129.30	2,609.00	0.00	0.00	0.00	0.00	0.00	0.00
LEVEL 1	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 2	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 3	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 4	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 5	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 6	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 7	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 8	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 9	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 10	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 11	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 12	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 13	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 14	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 15	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 16	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 17	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 18	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 19	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 20	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 21	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 22	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 23	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 24	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 25	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 26	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 27	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 28	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 29	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 30	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 31	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 32	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 33	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 34	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 35	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 36	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 37	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 38	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 39	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 40	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 41	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 42	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 43	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 44	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 45	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 46	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 47	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 48	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 49	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 50	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 51	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 52	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 53	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 54	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 55	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 56	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 57	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 58	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 59	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 60	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 61	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 62	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 63	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 64	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 65	0	32,079.80	2,981.47	1,757.94	163.09	10,376.17	964.38	1,257.84	116.77	0.00	0.00	0.00	0.00
LEVEL 66	0	32,079.80	2,981.47	1,757.94	163.09								

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139



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St. Johns Mixed Use Development
3227 & 3229 St. Johns Street
Port Moody, BC

Survey

17430
1/16" = 1'-0"
February 3, 2020
Issued For D.R.

A-0.15



1 Topographic survey
SCALE: 1/16" = 1'-0"

Report Considered at the February 25, 2020 Regular Council Meeting

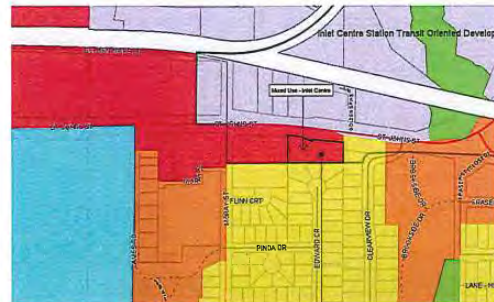
140



Aerial View Looking South East



Aerial View Looking South West



OCP



DP Areas



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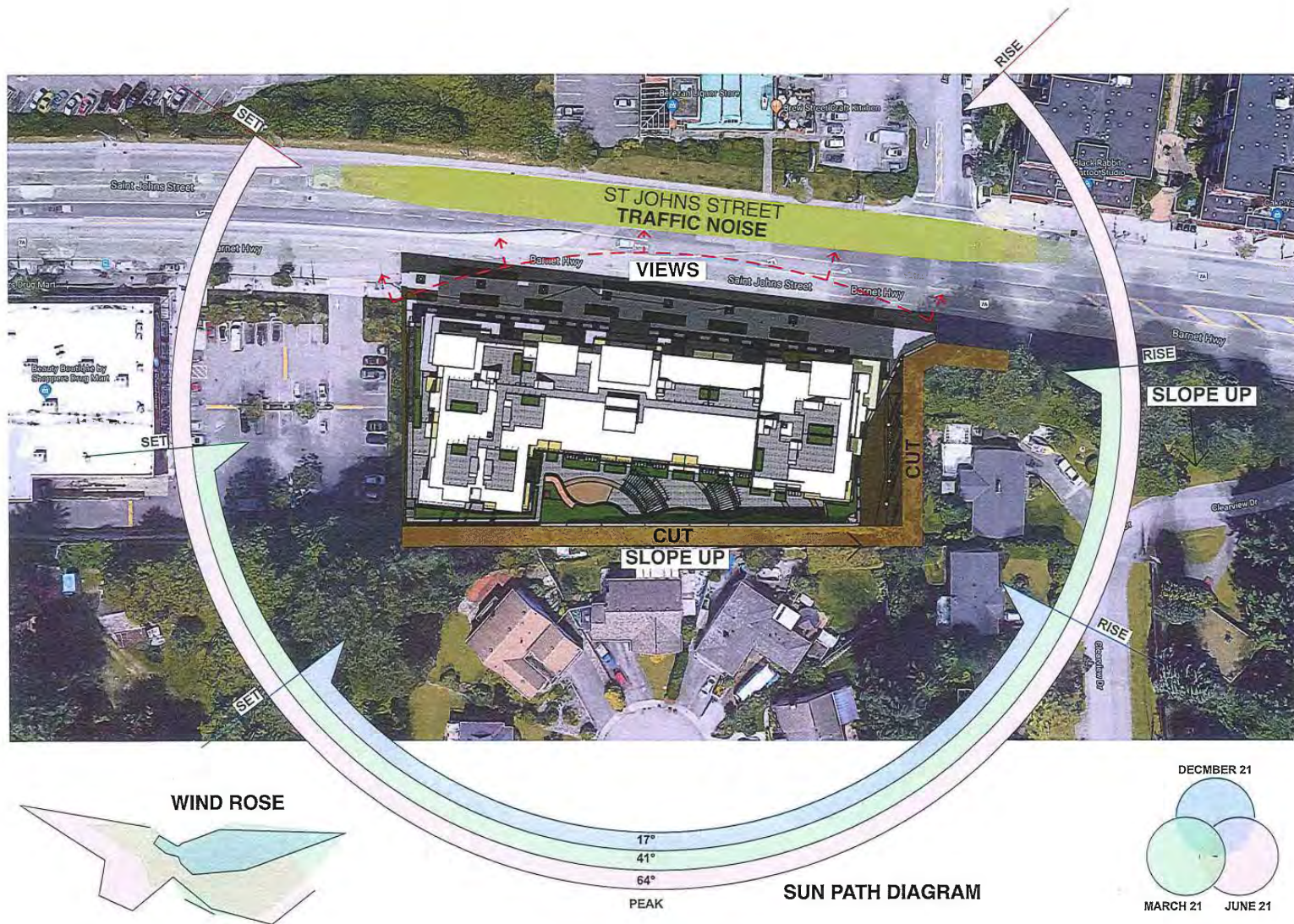
Context Photos

17620 (PREPARED)
1:1,33 (SCALE)
February 3, 2020 (DATE)
Issued For D.P. (PURPOSE)

A-0.20

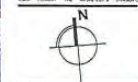
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141



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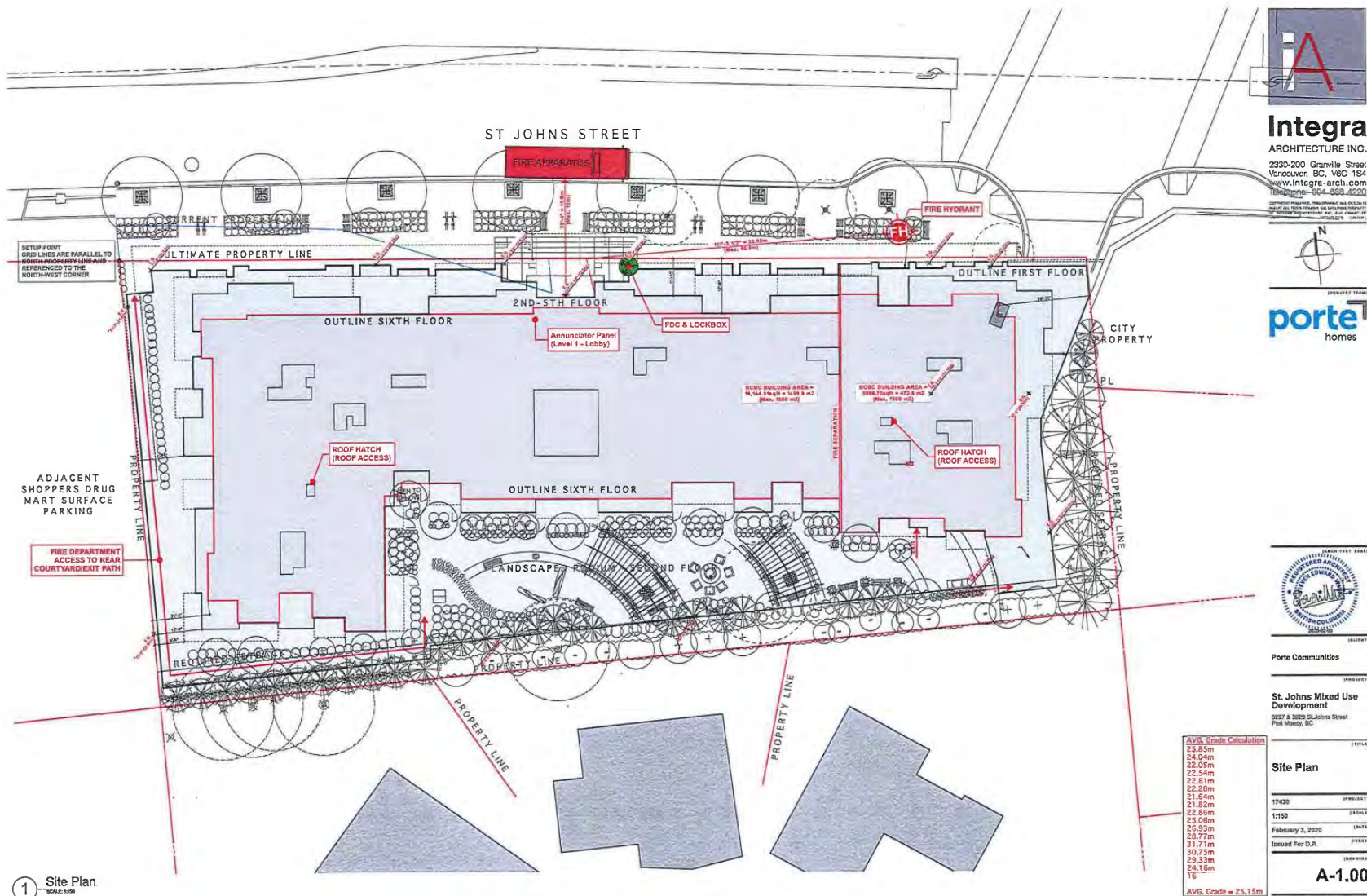
St. Johns Mixed Use
Development
3227 & 3229 St. Johns Street
West Vancouver, BC

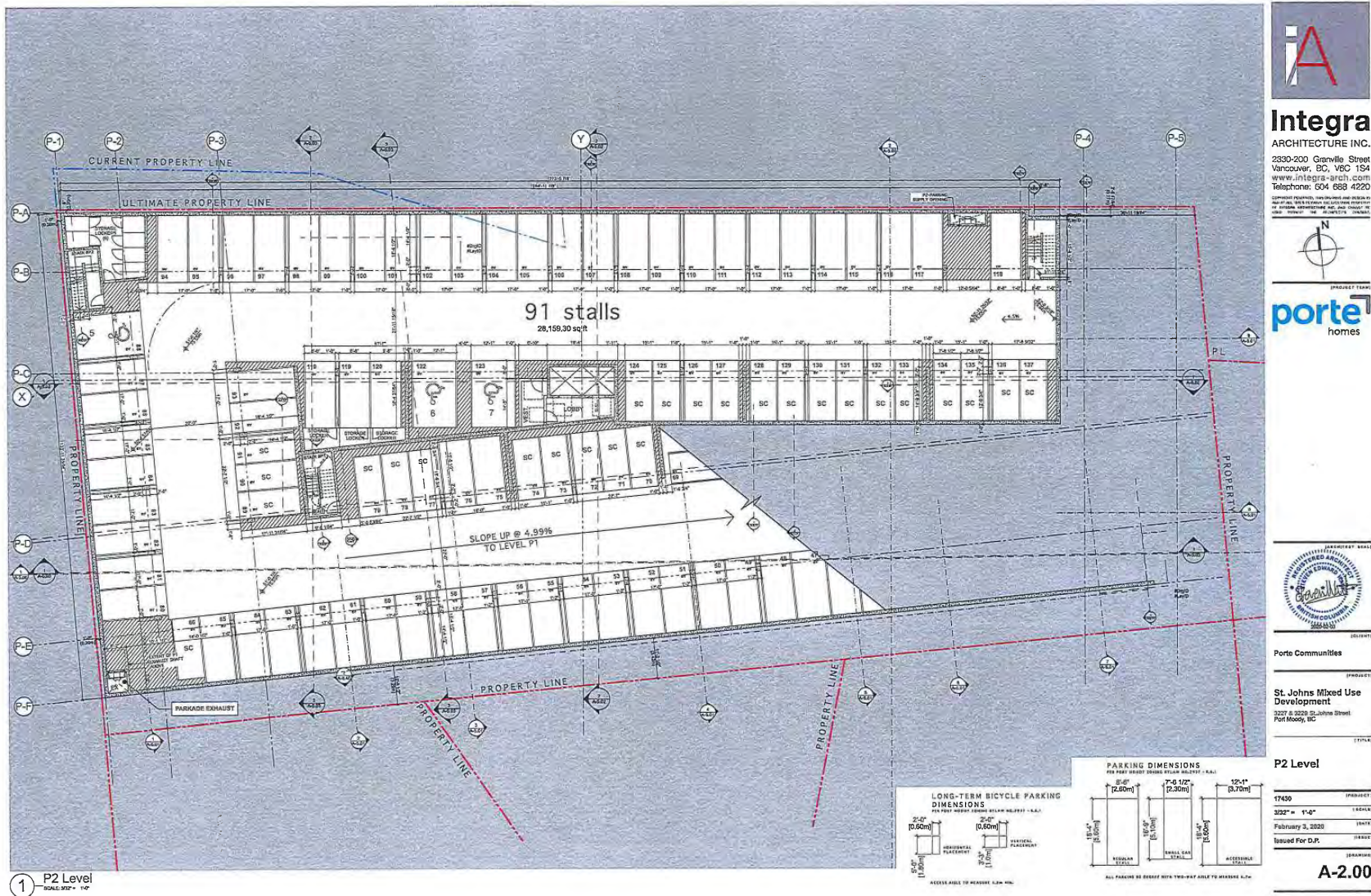
Site Analysis

17435 (PRELIMINARY)
February 3, 2020 (DATE)
Issued For D.P. (REVISION)
A-0.50

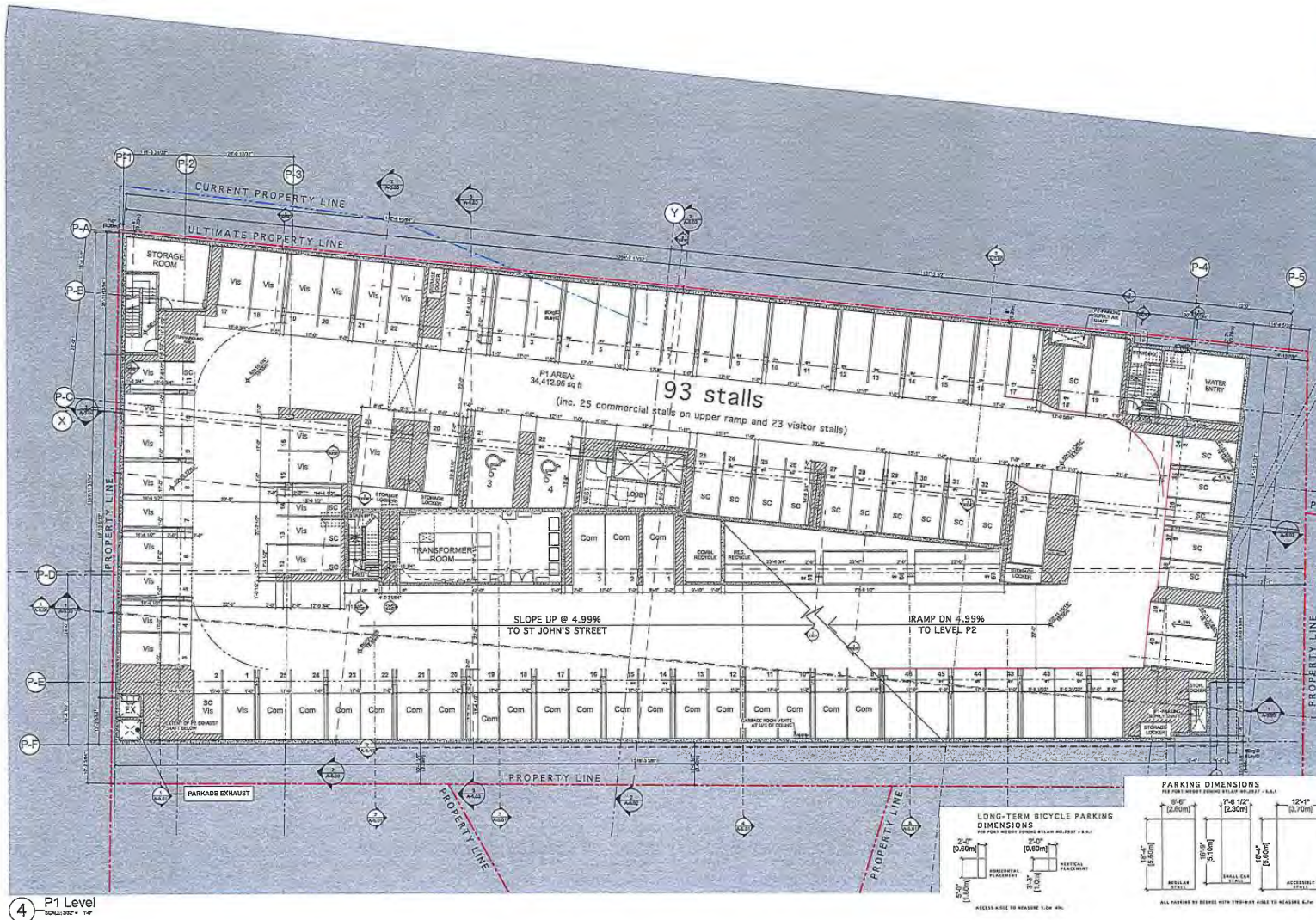
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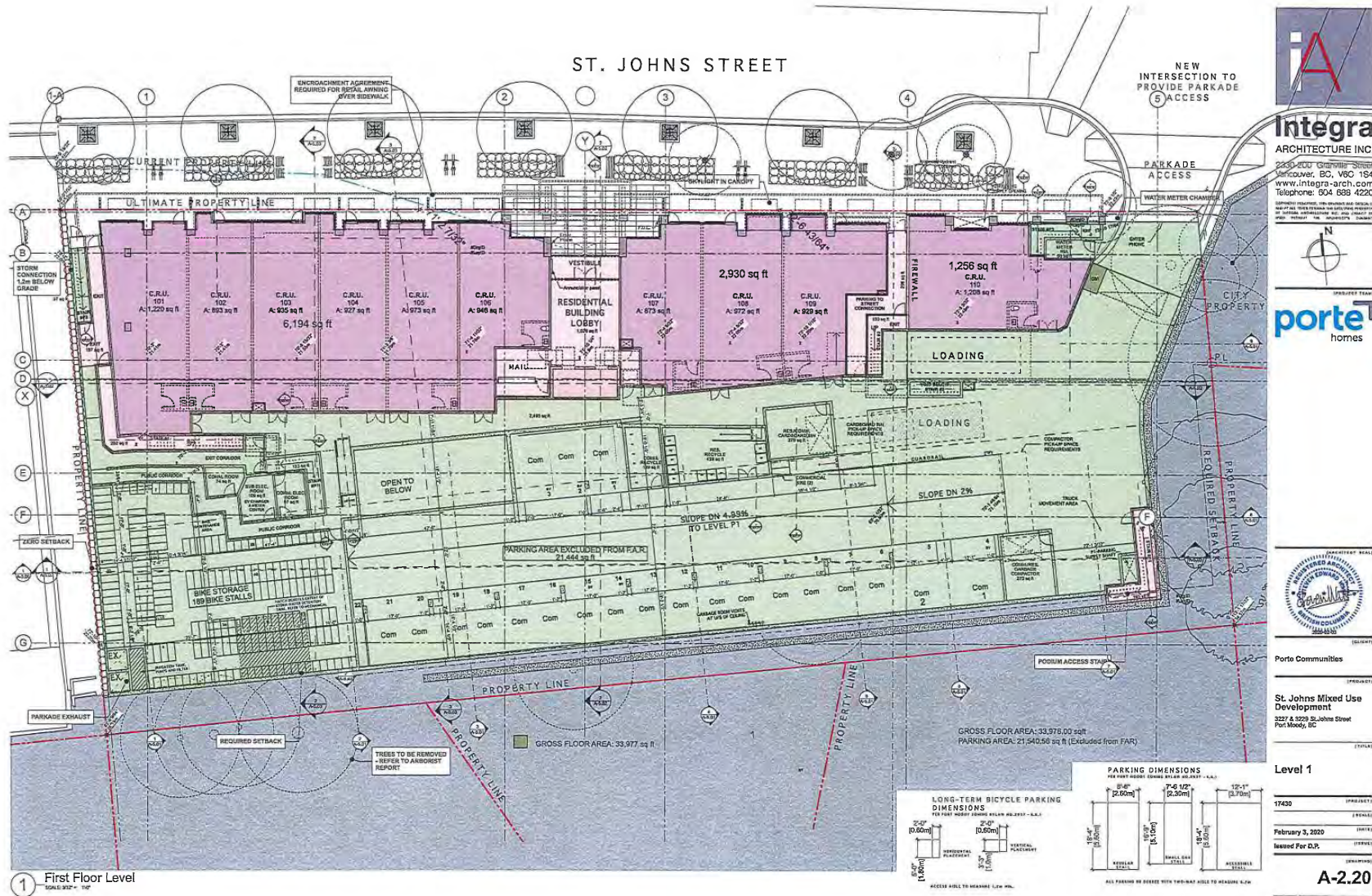
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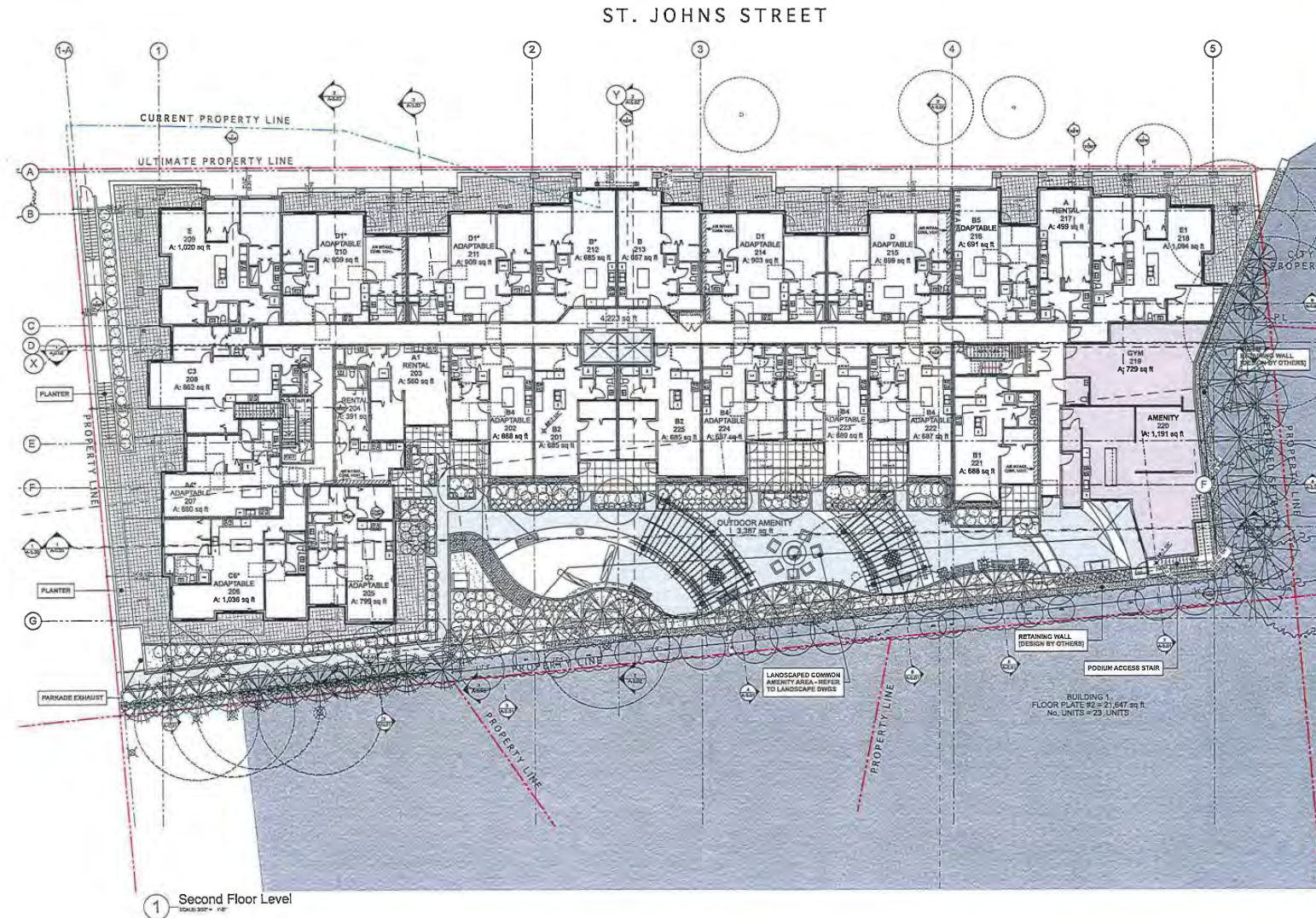




144

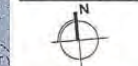






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PROJECT TEAM
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Porte Communities

St. Johns Mixed Use
Development
3257 & 3259 St. Johns Street
Port Moody, BC

Level 2

1/8" = 1'-0"
3/32" = 1'-0"
February 3, 2020
Issued For D.P.

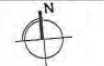
A-2.30



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St. Johns Mixed Use Development
3227 & 3229 St. Johns Street
Port Moody, BC

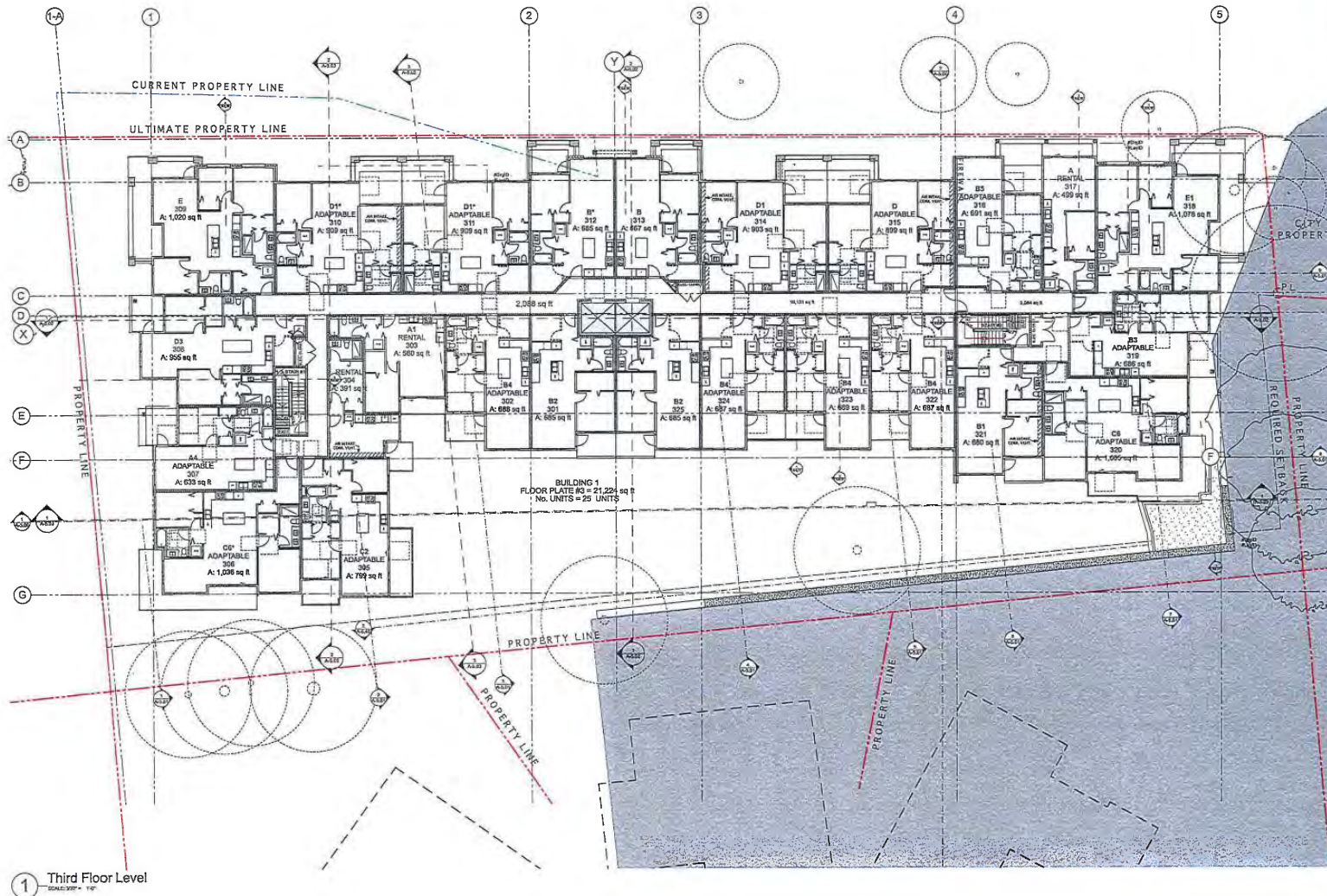
Level 3

17430 (PROJECT)

February 3, 2020 (DATE)

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① Third Floor Level
SCALE: 1/8" = 1'-0"



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St. Johns Mixed Use Development
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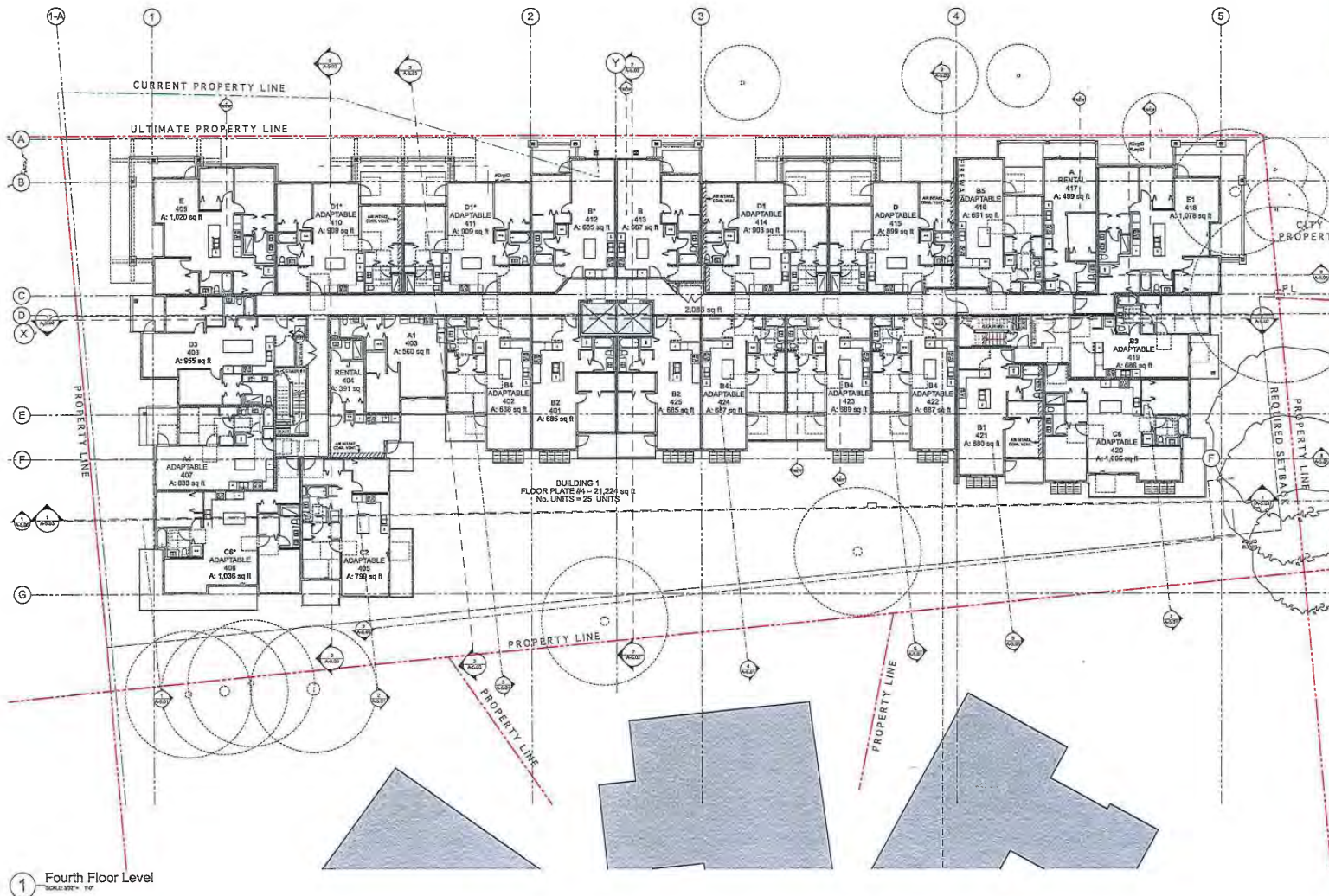
Level 4

17430 PREPARED BY

February 3, 2020 CHECKED BY

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A-2.50



1 Fourth Floor Level



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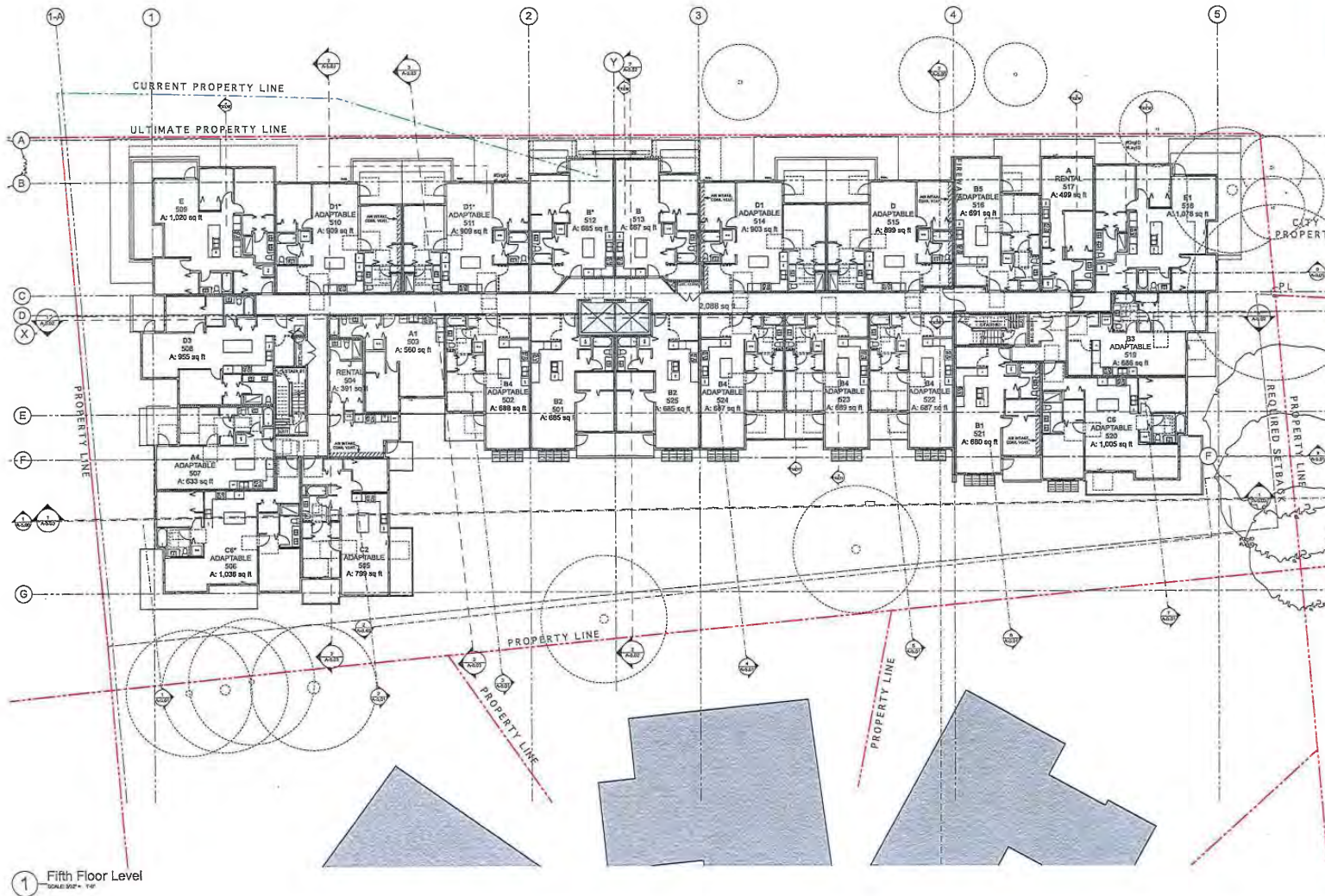
Level 5

17430

February 3, 2020

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A-2.60



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150



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Porte Communities

St. Johns Mixed Use Development
3227 & 3229 St. Johns Street
Port Moody, BC

Level 6

17430 (PREPARED)

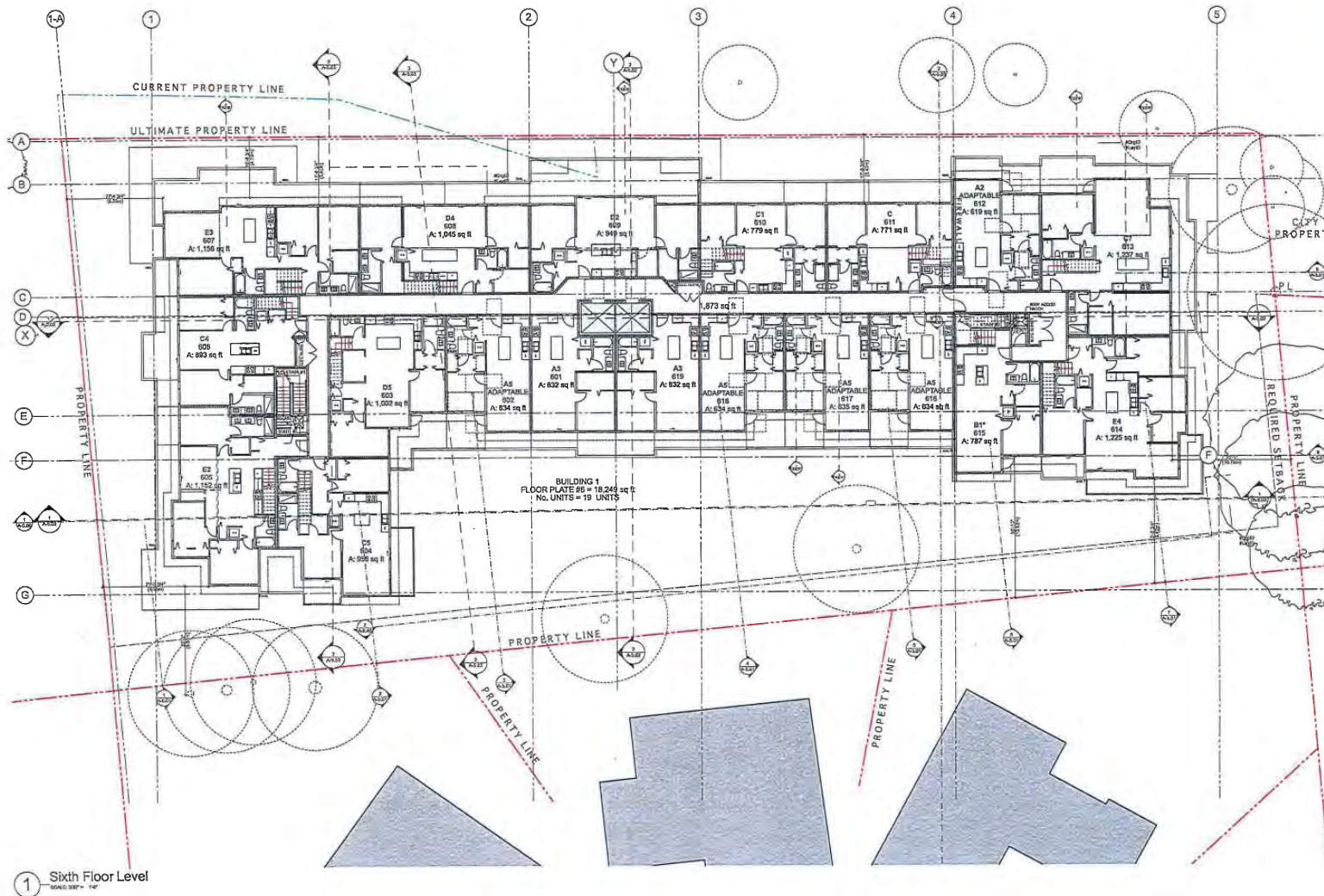
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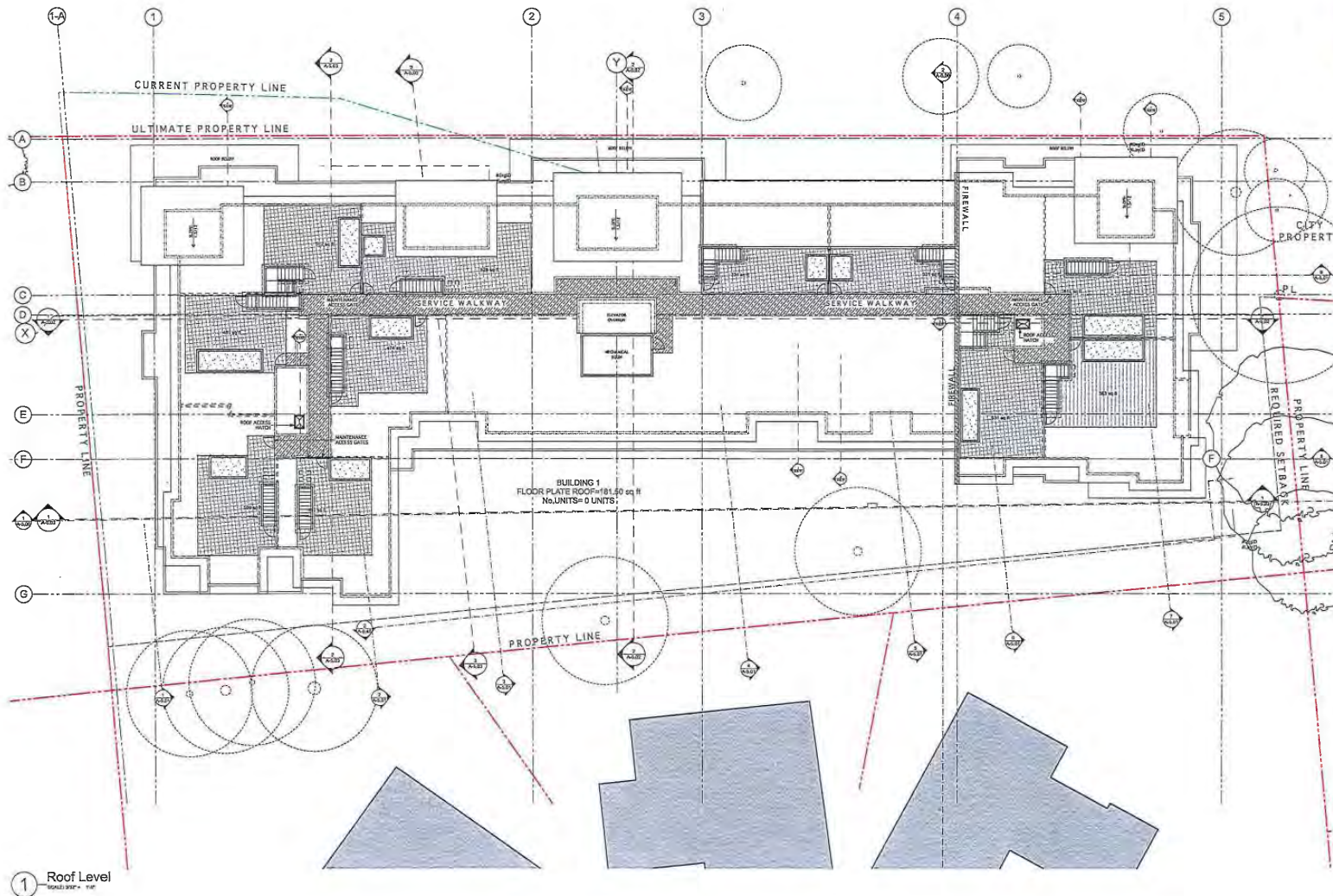
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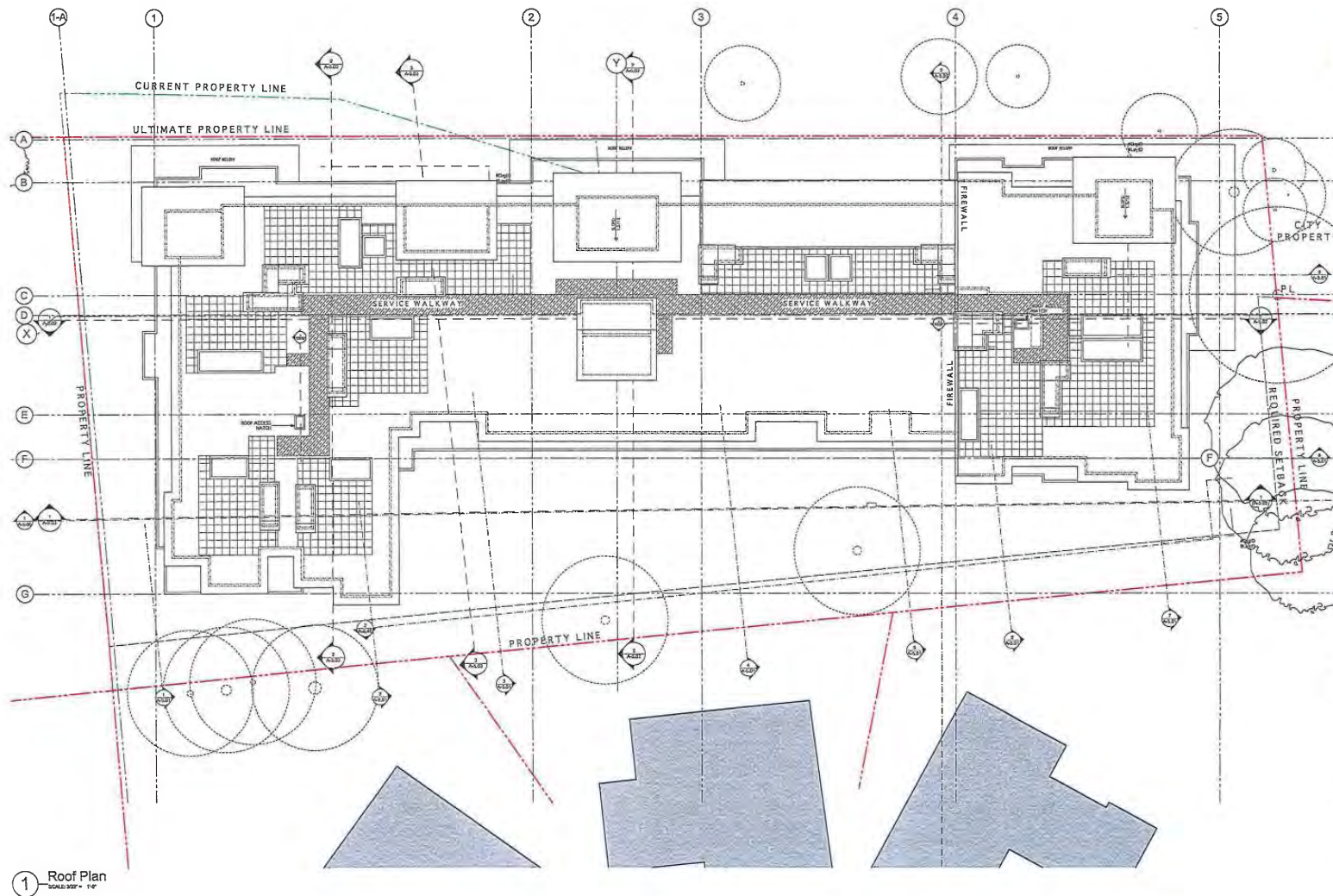
Issued For D.P. (ISSUED)

(DRAWING)

A-2.70







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St. Johns Mixed Use Development
3227 & 3229 St. Johns Street
Port Moody, BC

Roof Plan

17430 (PROJECT)

February 3, 2020 (DATE)

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A-2.81

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St. Johns Mixed Use Development
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Port Moody, BC

Schematic Elevations

17430
3/02" = 1'-0"
February 3, 2020
Issued For D.R.

A-4.00



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

AVG. Grade Calculation	
23.83m	
24.04m	
22.05m	
22.54m	
22.61m	
22.29m	
21.64m	
21.82m	
22.88m	
25.06m	
26.93m	
28.77m	
31.71m	
30.75m	
29.33m	
24.16m	
18	
AVG. Grade = 25.15m	



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(PREPARED BY)
porte
homes



Porte Communities

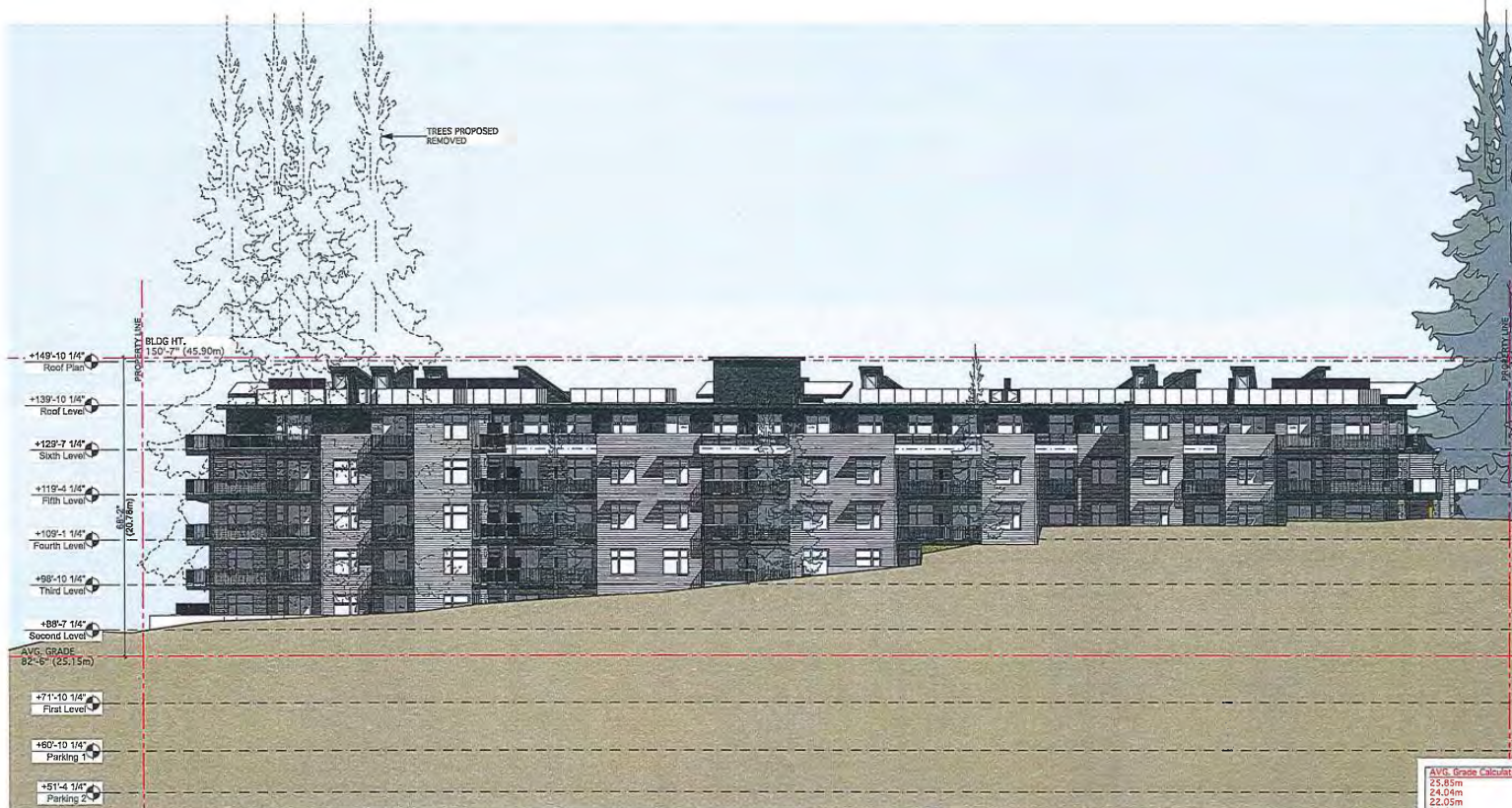
St. Johns Mixed Use Development
3027 & 3029 St. Johns Street
Port Moody, BC

Schematic Elevations

(PROJECT NO.)
17430
(SCALE)
3/32" = 1'-0"
(DATE)
February 3, 2020
(DRAWN)
Issued For D.P.

A-4.10

AVG. Grade Calculation	
25.85m	
24.04m	
22.05m	
22.54m	
22.61m	
22.28m	
21.64m	
21.82m	
22.85m	
25.05m	
26.93m	
28.77m	
31.71m	
30.73m	
29.33m	
24.16m	
18	
AVG. Grade = 25.15m	



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

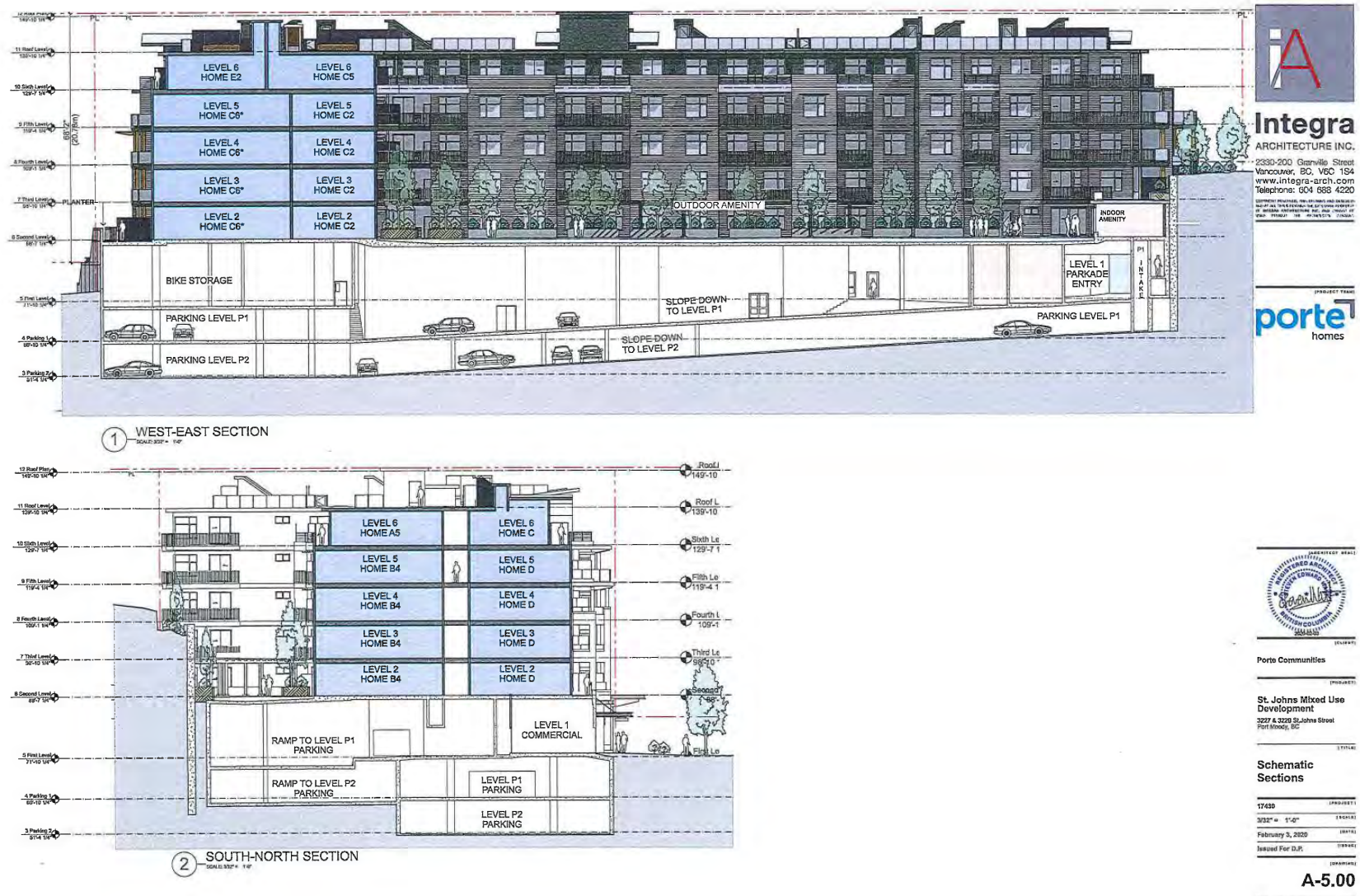
Report Considered at the February 25, 2020 Regular Council Meeting

155



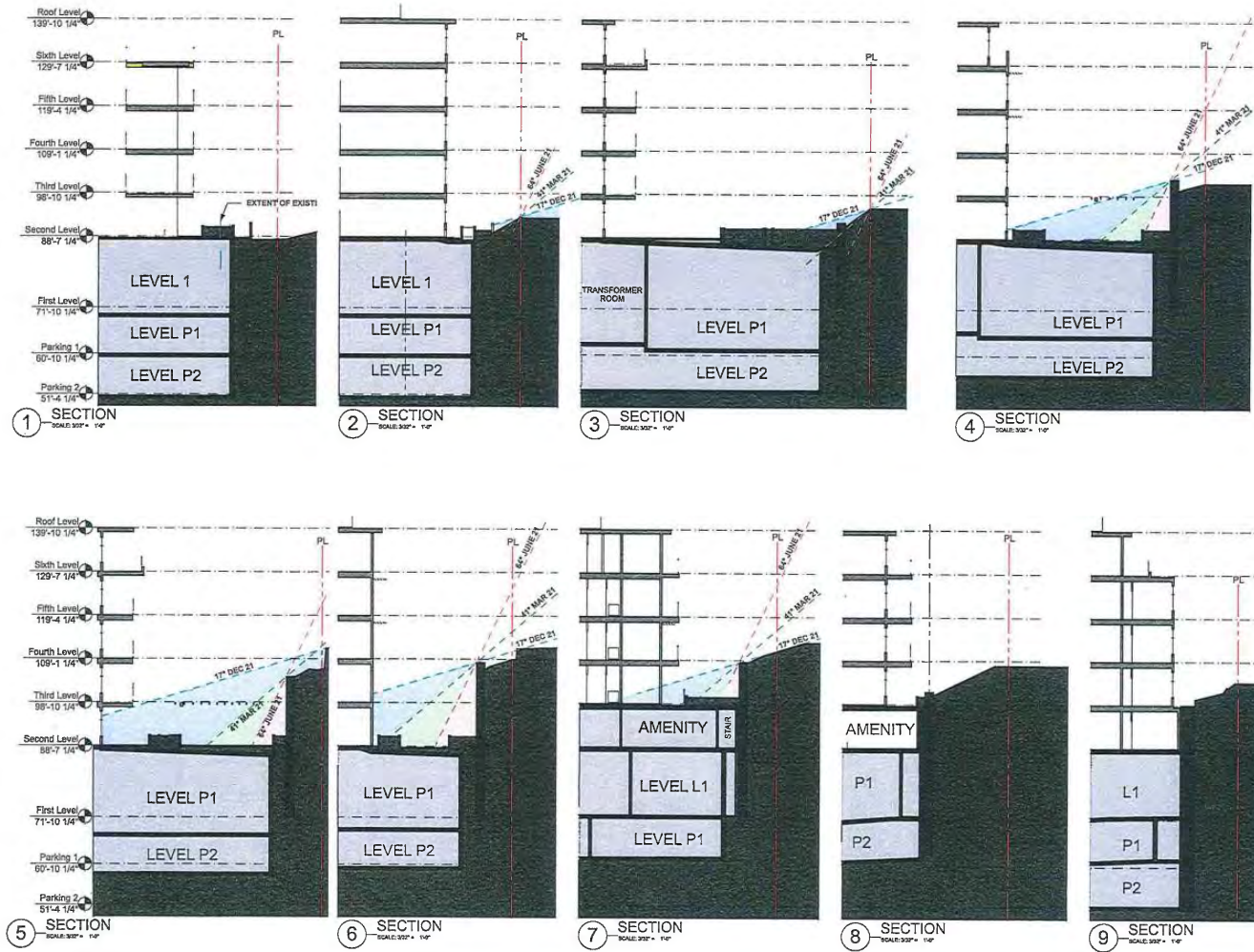
Report Considered at the February 25, 2020 Regular Council Meeting

156

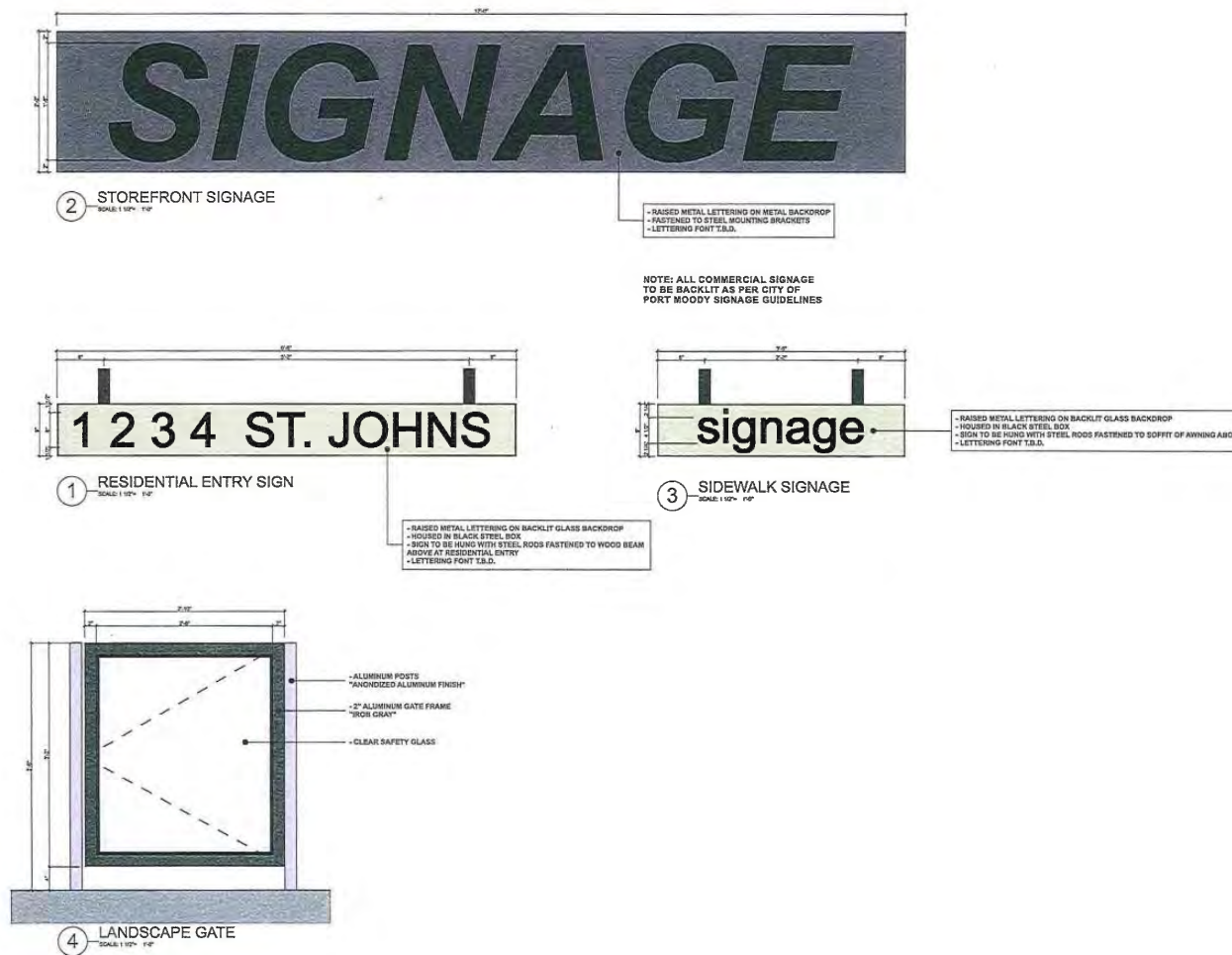


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157



A-5.01



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Porte Communities

St. Johns Mixed Use Development
3227 & 3228 St. Johns Street
Port Moody, BC

Signage & Gate

17430 (REVISED)
1 1/2" x 11" (SCALE)
February 3, 2020 (DATE)
Issued For D.P. (REVISED)

A-6.00

Report Considered at the February 25, 2020 Regular Council Meeting

159



St. Johns - NW Perspective



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(PROJECT NAME)
St. Johns Mixed Use Development
3227 & 3229 St. Johns Street
Port Moody, BC

(DRAWING TYPE)
Perspective View

(DRAWING NUMBER)
17430

(DATE)
February 3, 2020

(ISSUED FOR)
Issued For D.R.

(DRAWN BY)

A-8.30

Report Considered at the February 25, 2020 Regular Council Meeting

160



St. Johns - Perspective



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porte
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(PROJECT NAME)
**St. Johns Mixed Use
Development**
3227 & 3229 St. Johns Street
Port Moody, BC

(VIEW TYPE)
Perspective View

(PROJECT NO.)
17430
(DATE)
February 3, 2020
(DRAWN BY)
Issued For D.P.

(DRAWING NO.)
A-8.31

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Report Considered at the February 25, 2020 Regular Council Meeting

161



St. Johns - North Perspective Elevation



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Porte Communities

St. Johns Mixed Use Development
3221 & 3229 St. Johns Street
Port Moody, BC

Perspective View

T7430 (PROJECT)

February 3, 2020 (DATE)

Issued For D.P. (STATUS)

(DRAWING)

A-8.32

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Report Considered at the February 25, 2020 Regular Council Meeting

162



St. Johns - Perspective View of Commercial



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DESIGNER'S RESPONSIBILITY: THE ARCHITECT HAS ASSURED BY
SIGNATURE AND SEAL THAT THE DESIGN AND CONSTRUCTION OF THE
BUILDING AND STRUCTURE HAS BEEN COMPLETED BY
THE ARCHITECT OR UNDER HIS SUPERVISION AND CONTROL.



Porte Communities

**St. Johns Mixed Use
Development**
207 & 209 St. Johns Street
Port Moody, BC

Perspective View

TT420
February 3, 2020
Issued For D.P.

A-8.33

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Report Considered at the February 25, 2020 Regular Council Meeting

163



St. Johns - Perspective View of Amenity Space



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Porte Communities

St. Johns Mixed Use Development
2027 & 2030 St. Johns Street
Port Moody, BC

Perspective View

YT430
February 3, 2020
Issued For D.P.

A-8.34

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Report Considered at the February 25, 2020 Regular Council Meeting

164



St. Johns - Perspective View of Amenity Space



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Porto Communities

St. Johns Mixed Use Development
3227 & 3229 St. Johns Street
Port Moody, BC

Perspective View

17430

February 3, 2020

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A-8.35

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Report Considered at the February 25, 2020 Regular Council Meeting

165

EXTERIOR MATERIALS & COLOURS



A:
ACCENT SOFFITS
WOODTONE
FIBRE CEMENT LAP SIDING
RUSTIC SERIES
'SUMMER WHEAT'

B:
SIDING
HARDI-PLANK LAP SIDING
CEDARMILL TEXTURE
'COBBLE STONE'

C:
SIDING / SOFFITS
HARDI-PLANK LAP SIDING
CEDARMILL TEXTURE
'ARCTIC WHITE'

D:
SIDING
HARDI-PANEL SIDING
SMOOTH TEXTURE
'ARCTIC WHITE'

E:
ACCENT SIDING
IXL BRICK
'MANGANESE IRONSPOT'
SMOOTH'

F:
WOOD TRIM BOARDS
BENJAMIN MOORE
TO MATCH 'IRON GRAY'

G:
**ENGINEERED ALUMINUM
RAILINGS**
ANODIZED ALUMINUM FINISH
C/W SAFETY GLASS

H:
**ENGINEERED ALUMINUM
FRAMED PRIVACY SCREEN**
ANODIZED ALUMINUM FINISH
OPAQUE SAFETY GLASS AT
PRIVACY SCREENS

I:
WOOD ACCENTS
DOUGLAS FIR
CLEAR COAT FINISH

J: SIDING
HARDI-PANEL SIDING
SMOOTH TEXTURE
'IRON GRAY'

K:
**DOUBLE GLAZED
VINYL DOORS + WINDOWS**
WHITE

L:
PAINTED CONCRETE
PARGED CONCRETE
TO MATCH 'COBBLE STONE'
CLADDING COLOUR

M:
**GUTTERS, DOWNSPOUTS & METAL
FLASHINGS**
MAKIN METALS
COLOUR TO MATCH ADJACENT
MATERIAL

N:
ALUMINUM SHOPFRONT
ANODIZED ALUMINUM FRAMES C/W
CLEAR SAFETY GLASS

O:
ALUMINUM WINDOW WALL SYSTEM
ANODIZED ALUMINUM FRAMES
WHITE TINT SPANDRAL GLASS

P:
EXTERIOR METAL CANOPY (COMM)
BENJAMIN MOORE
'HALE NAVY HC-1554'
EXTERIOR METAL CANOPY (RES)
'ARCTIC WHITE'



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Porte Communities

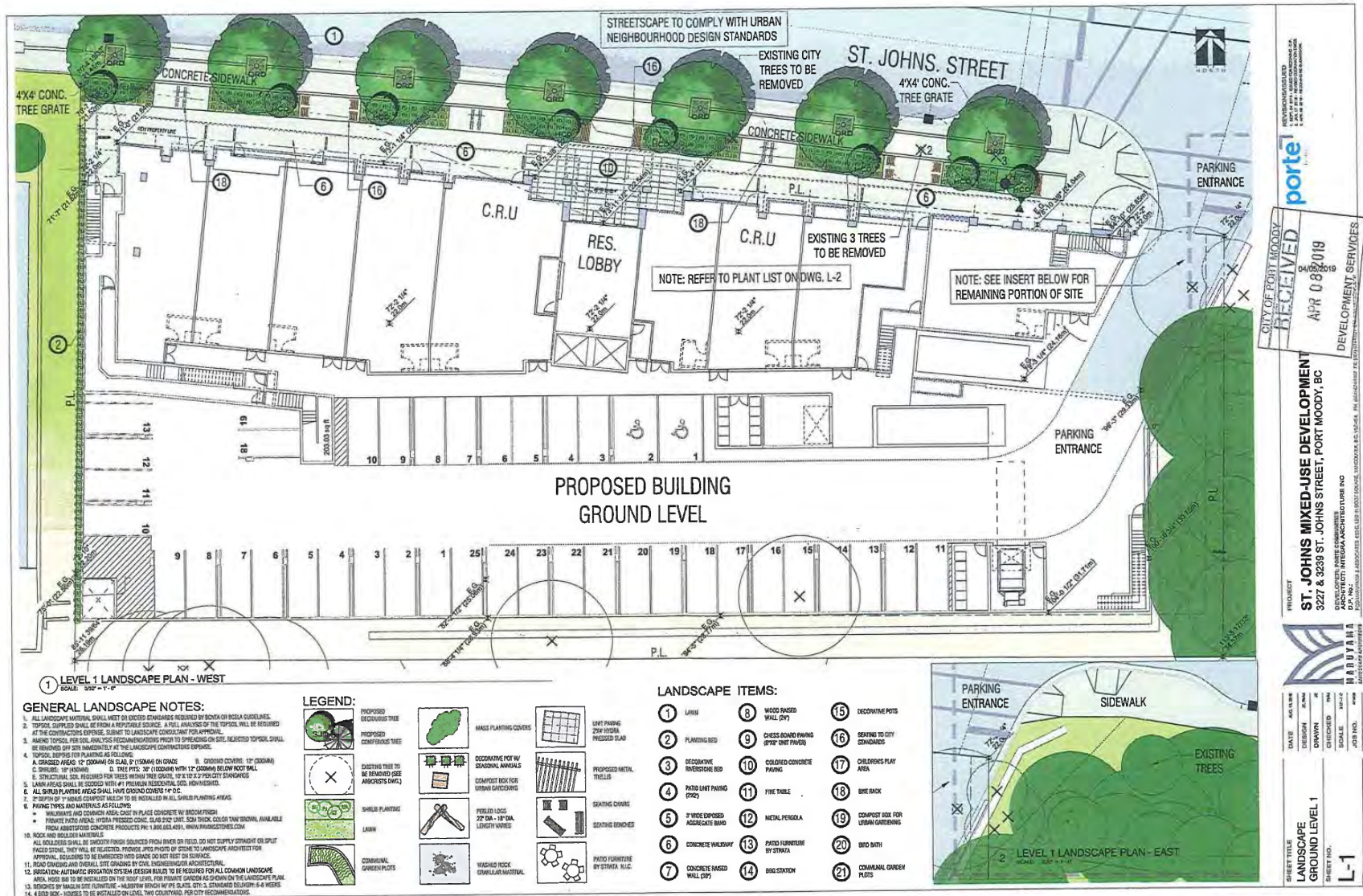
St. John's Mixed Use
Development
3227 & 3270 St. Johns Street
Port Moody, BC

Materials &
Colours

17430 (PROJECT)
18043 (REVISED)
February 3, 2020 (DATE)
Issued For D.P. (STATUS)

A-8.40

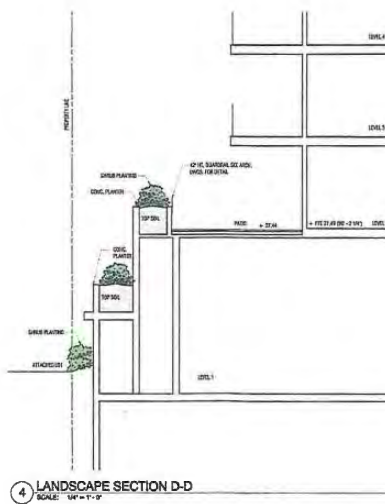
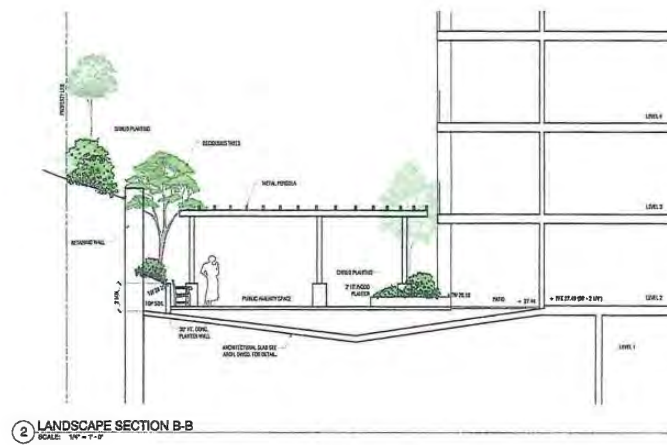
SCHEDULE B
LANDSCAPE PLANS





Report Considered at the February 25, 2020 Regular Council Meeting

169

[illegible]



City of Port Moody

Bylaw No. 3202

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

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

1. Citation

- 1.1 This Bylaw may be cited as “City of Port Moody Housing Agreement Bylaw, 2020, No. 3202 (3227-3239 St. Johns Street)”.

2. Authorization

- 2.1 Council hereby authorizes the agreements, substantially in the form attached hereto as Schedule “A” and Schedule “B”, between the City of Port Moody and Porte Development Corporation with respect to the following lands:

LOT 1, DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP52207;

PID: 029-356-172; and

LOT 170, DISTRICT LOT 233 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 53829;

PID: 005-183-391.

3. Execution of Documents

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

4. Attachments and Schedules

- 4.1 Schedule “A” – Section 219 Covenant – Housing Agreement.
- 4.2 Schedule “B” – Section 219 Covenant – Housing Agreement – No Rental Prohibition.

5. Severability

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

Report Considered at the February 25, 2020 Regular Council Meeting

171

Read a first time this ___ day of _____, 2020.

Read a second time this ___ day of _____, 2020.

Read a third time this ___ day of _____, 2020.

Adopted this ___ day of _____, 2020.

R. Vagramov
Mayor

D. Shermer
Corporate Officer

I hereby certify that the above is a true copy of Bylaw No. 3202 of the City of Port Moody.

D. Shermer
Corporate Officer

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT – HOUSING AGREEMENT

This Agreement dated for reference the ____ day of _____, 2020 is

BETWEEN:

ST. JOHNS PROJECT PROPERTIES Ltd. (Inc. No BC 1155415), a company incorporated under the laws of the Province of British Columbia having an office at 100 – 33 East 8th Avenue, Vancouver, B.C. V5T 1R5

(the “Developer”)

AND:

THE CITY OF PORT MOODY, a municipality incorporated under the *Local Government Act*, having its office at 100 Newport Drive, Port Moody, B.C. V3H 3E1

(the “City”)

WHEREAS:

- A. The Developer is the registered owner of the Lands as defined in Section 1.01;
- B. The Developer wishes to obtain development permission with respect to the Lands and wishes to create a 117 Unit development to be constructed over one level of commercial premises and a vehicle parking facility;
- C. In accordance with the terms set in this Agreement, the Developer has voluntarily agreed that:
 - (ii) eight (8) Units will, for twelve (12) years, provide Market Rental Housing Units;
 - (iii) two (2) Units will, for twenty (20) years, provide Affordable Housing Units;
 - (iv) City Residents will be offered an opportunity to purchase a Unit in the Proposed Development in advance of the general public;
 - (v) a 3% discount on the purchase price of a Unit will be offered for Community Workers; and
 - (vi) it will provide a flexible deposit structure for a limited number of first time buyers;

on the terms and subject to the conditions more particularly set out in this Agreement.

- D. Section 483 of the Local Government Act (British Columbia) authorizes the City, by bylaw, to enter into a Housing Agreement;
- E. Section 219 of the Land Title Act permits the registration of a covenant of a negative or positive nature in favour of the City in respect of the use of land or construction on the land;
- F. The City adopted Housing Agreement Bylaw 2019 No. 3202, authorizing the City to enter into this Agreement on the terms and conditions contained herein; and
- G. The Developer and the City wish to enter into this Agreement to restrict the use of, and construction on, the Lands on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

NOW THEREFORE in consideration of the mutual promises contained herein and in consideration of the payment of \$1.00 by the City to the Developer (the receipt and sufficiency of which is acknowledged by the Developer), the parties covenant and agree with each other as follows, as a Housing Agreement under Section 483 of the *Local Government Act*, Section 219 of the Land Title Act and as a contract and a deed under seal between the parties and the parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. DEFINITIONS

1.01 Definitions

In this Agreement:

- (a) “Affordable Housing Unit” means a Unit determined by the Developer in the Proposed Development which is made available for rent at a rental rate not exceeding the Permitted Rent for twenty (20) years from the Occupancy Date and “Affordable Housing Units” means more than one Affordable Housing Unit;
- (b) “Agreement” means this Housing Agreement/Section 219 Covenant;
- (c) “City Personnel” means any and all of the City’s elected officials, board members, officers, directors, employees and agents;
- (d) “City Resident” means a person who, at the time such person makes an offer to purchase a Unit, produces a driver’s licence, utility bill, lease or other

evidence reasonably satisfactory to the Developer, indicating that, at the relevant time, such person is a resident of the City of Port Moody;

- (e) "Community Worker" means a person who, at the time such person makes an offer to purchase a Unit, produces evidence reasonably satisfactory to the Developer, indicating that, at the relevant time, such person is a doctor, nurse, first responder or school teacher, working full time in the City of Port Moody;
- (f) "Development Permit" means Development Permit No. _____ issued by the City;
- (g) "Developer" includes any successor in title to the Lands or a Unit or person or company that purchases the Lands or a Unit from time to time;
- (h) "Discounted Price First Sale" means, the price at which the Developer has listed a Unit for sale, less 3% of the listed sale price where the purchaser is a Community Worker;
- (i) "Interest" means the property interest of the owner of the Affordable Housing Units;
- (j) "Lands" means the land described in Item 2 of the Land Title Act Form C to which this Agreement is attached;
- (k) "LTO" means the New Westminster Land Title Office;
- (l) "Market Rent" means the rental rate charged by landlords of comparable units in the Tri-Cities (Port Moody, Coquitlam and Port Coquitlam) area;
- (m) "Market Rent Housing Unit" means a Unit, determined by the Developer, in the Proposed Development which is made available for rent at or below Market Rent for twelve (12) years from the Occupancy Date;
- (n) "Occupancy Date" means the date the last occupancy permit is issued by the City for a Unit in the Proposed Development;
- (o) "Permitted Rent" means the rent for each Affordable Housing Unit, which Permitted Rent shall not exceed 90% of the Market Rent;
- (p) "Proposed Development" means the development on the Lands contemplated in the Development Permit and this Agreement;
- (q) "Rental Accommodation" means a Unit that is either a Market Rental Housing Unit or an Affordable Housing Unit;

- (r) "Strata Property Act" means the Strata Property Act (British Columbia) as amended from time to time;
- (s) "Tenancy Agreement" means a tenancy agreement, lease, license or other agreement granting a Tenant rights to occupy a Unit;
- (t) "Tenant" means a tenant (including a subtenant) or occupant of an Affordable Housing Unit by way of a Tenancy Agreement;
- (u) "Term" means the term of this Agreement being the useful life of the building that contains the Units;
- (v) "Unit" means a residential dwelling unit to be constructed on the Lands as part of the Proposed Development, and includes an Affordable Housing Unit and a Market Rent Housing Unit; and
- (w) "Unit Purchaser" means the registered owner of a Unit in the Proposed Development from time to time and, in this context, includes the Developer.

2 COMMENCEMENT OF TERM

- 2.01 The Term of this Agreement commences on the date City Council adopts Housing Agreement Bylaw _____.

3 RENTAL ACCOMMODATION

- 3.01 The Developer covenants and agrees with the City that the Lands and any Unit on, or to be constructed on the Lands, shall be used and occupied only in strict accordance with the terms of the Agreement.

3.02 Purposely Deleted

3.03 Purposely Deleted

3.04 Affordable Housing Units

The Developer further covenants and agrees with the City that the Lands shall contain not less than two (2) Affordable Housing Units and further that despite any sale of the Affordable Housing Units as contemplated under Section 3.06 below:

- (a) each of the Affordable Housing Units will be used and occupied pursuant to a Tenancy Agreement which Tenancy Agreement shall contain a clause entitling the Developer to terminate the Tenancy Agreement if:
 - (i) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City; or
 - (ii) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent;
- (b) a copy of this Agreement shall be attached to all Tenancy Agreements for the Affordable Housing Units;
- (c) the Affordable Housing Units shall not be rented for more than the Permitted Rent;
- (d) the location of Affordable Housing Units will be determined prior to the occupancy of any Unit, will be identified on Schedule "A" hereto by amendment to this Agreement and may not be changed thereafter without the express written permission by the City of Port Moody;
- (e) no Affordable Housing Unit shall be rented for less than a thirty (30) day rental period, whatsoever;
- (f) upon written request of the City, the Developer, or current owner of an Affordable Housing Unit, as the case may be, will provide to the City a written report and if requested, a statutory declaration, confirming to the City's satisfaction the rent charged for the relevant Affordable Housing Units within 30 days of receipt of the request;

- (g) upon receipt of the written report or statutory declaration to be provided under Subsection 3.04(f) above, if the City is not satisfied that the rent charged is 10% below the Market Rent, the City may require that the Market Rent and the consequential Permitted Rent for the Affordable Housing Unit be determined by an independent qualified appraiser;
- (h) The Developer and any current owner of Affordable Housing Units will contact a local not-for-profit organization and obtain a list of tenant candidates for the Affordable Housing Units and the current owner, from time to time, will inform the City each time an Affordable Housing Unit becomes vacant and available for rent.

3.05 Market Rent Housing Unit

The Developer further covenants and agrees with the City that the Lands shall contain not less than eight (8) Market Rent Housing Units and further that despite any sale of the Market Rent Housing Units as contemplated under Section 3.06 below:

- (a) each of the Market Rent Housing Units will be used and occupied pursuant to a Tenancy Agreement;
- (b) the location of Market Rent Housing Units will be determined prior to the occupancy of any Unit, will be identified on Schedule "A" hereto by amendment to this Agreement and may not be changed thereafter without the express written permission by the City of Port Moody; and
- (c) no Market Rent Housing Unit shall be rented for less than a thirty (30) day rental period, whatsoever.

3.06 Sale of the Units

The Developer covenants and agrees with the City that for the period of time beginning one (1) week prior to the Units first being offered for sale to the general public and ending on the filing in the LTO of a strata plan of the Proposed Development, the Units will not be offered for sale other than on the following terms and conditions:

- (a) Not less than one (1) week prior to the Units being offered for sale to the general public, the Units will be offered for sale to City Residents;

- (b) the advance sale opportunity set out in subsection 3.06(a) shall be appropriately advertised by the Developer in advance of such opportunity;
- (c) Community Workers will be permitted to purchase a Unit at the Discounted Price First Sale; and
- (d) No less than ten (10) first time home purchasers of any Unit will be offered the opportunity to pay their five (5)% down payment in monthly instalments over the course of construction of the Proposed Development.

4. DEMOLITION OF AFFORDABLE HOUSING UNITS OR MARKET RENT HOUSING UNITS

- 4.01 The Developer will not demolish an Affordable Housing Unit unless the building in which the Affordable Housing Unit is located is damaged or destroyed, to the extent of 75% or more of its value above its foundations, as determined by the City in its sole discretion, and a demolition permit for the Affordable Housing Unit has been issued by the City and the Affordable Housing Unit has been or will be demolished under that permit.
- 4.02 Should a demolition permit be issued in accordance with Section 4.01 before the expiry of twenty (20) years from the Occupancy Date, the Lands shall not be redeveloped unless such redevelopment includes the provision of not less than two (2) equivalent replacement affordable housing units.
- 4.03 Should a demolition permit be issued in respect of any of the Market Rent Housing Units before the expiry of ten (10) years from the Occupancy Date, the Lands shall not be redeveloped unless such redevelopment includes the provision of not less than the number of Market Rent Housing Units demolished pursuant to said demolition permit.

5. STRATA CORPORATION BYLAWS

- 5.01 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any subdivided parcel of the Lands.
- 5.02 The Developer further covenants and agrees with the City that this Agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands or any building on the Lands pursuant to the *Strata Property Act* and that upon the Lands, or any portion thereof, being subdivided by way of a strata plan pursuant to the *Strata Property Act*, then:

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

Affordable and Market Rent Housing Units

5.03 Any strata corporation bylaw which purports to prevent, restrict or abridge the right to use the Affordable Housing Units or the Market Rent Housing Units will have no force or effect.

5.04 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units or Market Rent Housing Units as such.

5.05 No strata corporation shall pass any bylaw or approve any levies which would result in only the Developer or a tenant of an Affordable Housing Unit or a tenant of a Market Rent Housing Unit paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.

5.06 Strata Bylaw Invalid

The Developer further covenants and agrees with the City that any strata corporation bylaw which prevents, restricts or abridges or purports to prevent, restrict or abridge the right to use any of the Affordable Housing Units or Market Rental Housing Units as Rental Accommodation shall have no force or effect.

5.07 No Bylaw

No strata corporation formed in respect of the Land shall pass any bylaw(s) preventing, restricting or abridging the use of the Lands, the Proposed Development or the Affordable Housing Units or Market Rental Housing Units from time to time as Rental Accommodation.

5.08 Vote

No Unit Purchaser, nor any tenant or mortgagee thereof, shall vote in favour of any strata corporation bylaw purporting to prevent, restrict or abridge the use of the

Lands, the Proposed Development, or the Affordable Housing Units or Market Rental Housing Units from time to time as Rental Accommodation.

6. DEFAULT AND REMEDIES

6.01 Notice of Default

The City may give to the Developer written notice to cure a default under this Agreement within 30 days of receipt of notice. The Developer must act with diligence to correct the default within the time specified in the notice referred to herein.

6.02 Costs

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

6.03 Equitable Remedies

The City, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.

6.04 Specific Performance and No Penalty or Forfeiture

The Developer acknowledges and agrees with the City that:

- (a) specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Developer under this Agreement and that the City is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Developer of this Agreement. Further, the Developer agrees that the foregoing provision is reasonable given the public interest in preserving the stock of Rental Accommodation in accordance with this Agreement;
- (b) it is entering into this Agreement to benefit the public interest in making the Rental Accommodation available;
- (c) the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out; and
- (d) the City's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

6.05 Cumulative Remedies

No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination.

7. **LIABILITY**

7.01 Indemnity

The Developer will indemnify and save harmless each of the City and the City Personnel and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of the entering into of this Agreement or from any act or omission by the Developer or its officers, directors, employees, agents, contractors, or other persons for whom at law the Developer is responsible or from the Developer's ownership, operation, management or financing of the Proposed Development or any part thereof.

7.02 Release

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

8. **GENERAL PROVISIONS**

8.01 City's Power Unaffected

Nothing in this Agreement:

- (a) affects or limits any discretion, rights or powers of the City under any enactment or at common law, including in relation to the use or subdivision of land;

- (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
- (c) relieves the Developer from complying with any enactment, including the City's bylaws in relation to the use of the Lands.

8.02 Agreement for Benefit of City Only

The Developer and City agree that, save with respect to the effect of Section 8.18:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Developer; and
- (c) the City may at any time execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.

8.03 Agreement Runs With the Lands

This Agreement burdens and runs with the Lands. All of the covenants and agreements contained in this Agreement are made by the Developer for itself, its successors and assigns, and all persons who acquire an interest in the Lands after the date of this Agreement.

8.04 No Liability

Notwithstanding anything contained in this Agreement, the parties agree that neither the Developer, nor any successor in title to the Lands, or any portion 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 Developer or its successors in title, as the case may be, ceases to be the registered or beneficial owner of the Lands or such portion thereof.

8.05 Contractual Obligations

The covenants and agreements on the part of the Developer have been made by the Developer as contractual obligations as well as being made pursuant to Section 483 of the *Local Government Act* (British Columbia) and as such will be binding on the Developer.

8.06 Priority of This Agreement

The Developer will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in

the Proposed Development in priority to all charges and encumbrances which are registered, or pending registration, against title to the Lands in the LTO, save and except those as have been approved by the City or have been granted in favour of the City.

8.07 Agreement to Have Effect as Deed

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

8.08 Waiver

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

8.09 Time

Time is of the essence in this Agreement.

8.010 Validity of Provisions

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

8.011 Extent of Obligations and Costs

Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

8.012 Notices

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

If to the City:

100 Newport Drive

Port Moody, B.C. V3H 3E1

Attention: Planning Department

If to the Developer at the address shown on title in the LTO.

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile transmission, on the first business day after the date when the facsimile transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

8.013 Further Assurances

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

8.014 Enuring Effect

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

8.015 Housing Agreement/Section 219 Covenant

- (a) The Developer acknowledges and agrees that this Agreement constitutes a Housing Agreement entered into under Section 483 of the *Local Government Act* (British Columbia); and
- (b) The Developer further acknowledges and agrees that the terms and conditions of this Agreement constitute a covenant in respect of the use of the Lands and any Units on or to be constructed on the Lands and annexed to and running with the Lands and that the Lands shall only be used in accordance with the terms of this Agreement and the City may register this Agreement in the LTO against title to the Lands as a covenant pursuant to Section 219 of the Land Title Act.
- (c) The Developer acknowledges and agrees that:
 - (i) this Agreement constitutes a Housing Agreement entered into under section 483 of the *Local Government Act*;

- (ii) the City is required to file a notice of Housing Agreement in the Land Titles Office (LTO) against title to the Land; and
- (iii) once such a notice is filed, this agreement binds all persons who acquire an interest in the Land as a Housing Agreement under section 483 of the *Local Government Act*.

8.016 Management and Long-Term Maintenance

The Developer covenants and agrees with the City that, in order to ensure the long-term maintenance of the Affordable Housing Units and the Market Rent Housing Units, it will furnish good and efficient management of the Affordable Housing Units and the Market Rent Housing Units and will permit representatives of the City to inspect the Affordable Housing Units and the Market Rent Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Developer further covenants and agrees that it will maintain the Affordable Housing Units and the Market Rent Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

8.017 Partial Discharge

In the event the Proposed Development is subdivided by strata plan or air space subdivision plan, or both, the City covenants and agrees to, within a reasonable time after receipt of a written request and being provided with the appropriate partial Release from the Developer to do so, execute the partial Release from title to any strata lot or air space parcel thereby created that does not constitute or contain an Affordable Housing Unit or a Market Rent Housing Unit, as defined herein.

9. INTERPRETATION

9.01 References

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

9.02 Construction

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

9.03 No Limitation

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

9.04 Terms Mandatory

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

9.05 Statutes

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

9.06 Entire Agreement

The Parties agree that:

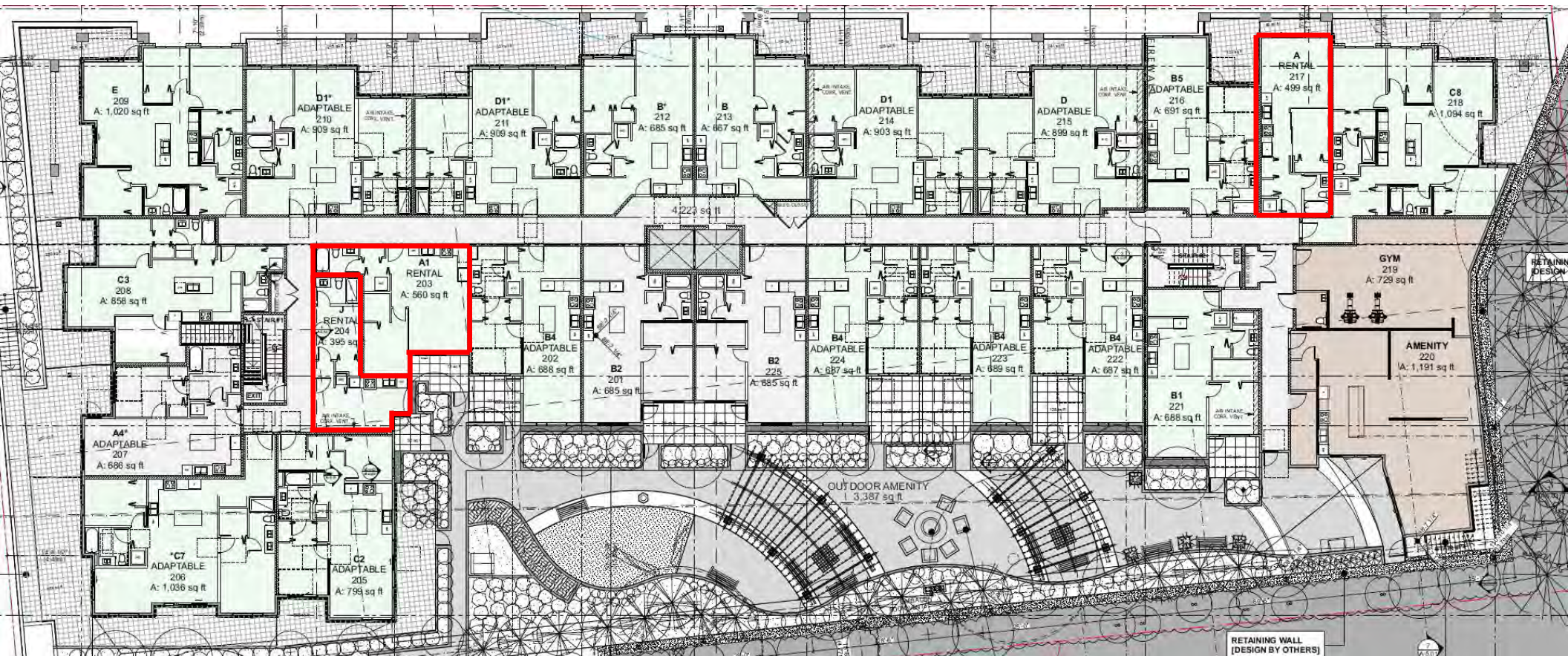
- (a) this is the entire agreement between the City and the Developer concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement; and
- (b) this Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by City Council of a bylaw to amend Housing Agreement Bylaw 2019, No. 3202.

9.07 Governing Law

This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia. As evidence of their agreement to be bound by the terms of this instrument, the City and the Developer hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement.

Schedule A - Affordable Housing Units

Rental Units at Clyde. Level 2: A, A1 and J (below market)



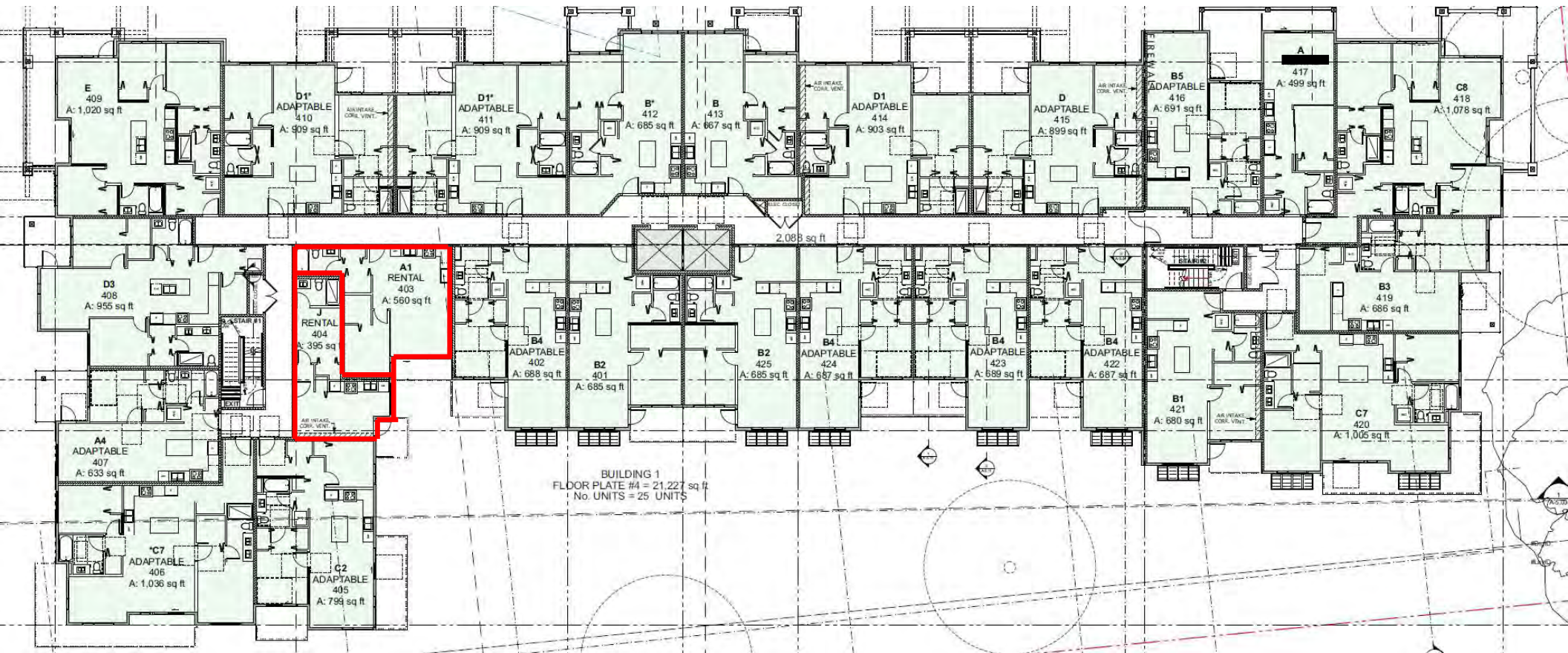
Schedule A - Affordable Housing Units

Rental Units at Clyde. Level 3: A, A1 and J (below market)



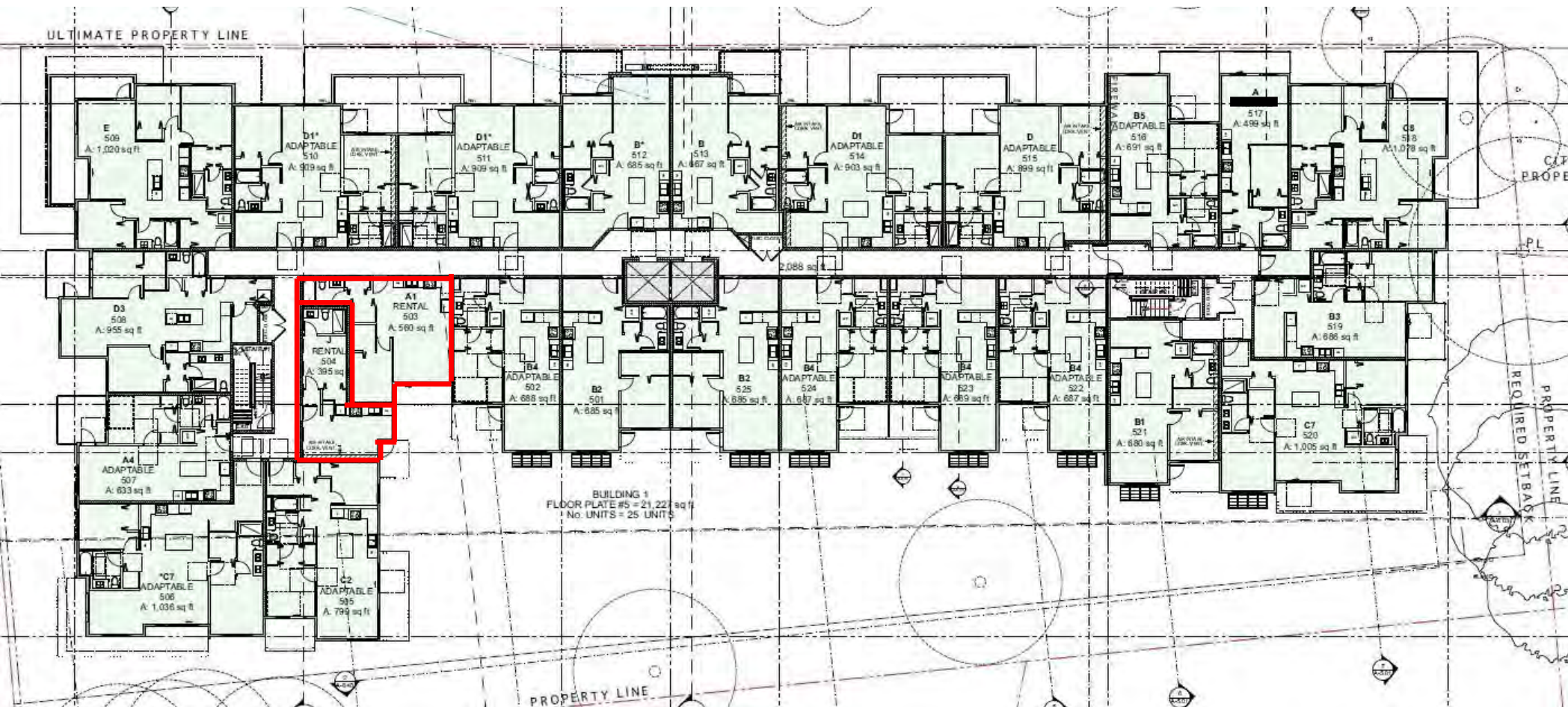
Schedule A - Affordable Housing Units

Rental Units at Clyde. Level 4: A1 and J



Schedule A - Affordable Housing Units

Rental Units at Clyde. Level 5: A1 and J



CONSENT AND PRIORITY AGREEMENT

In consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, **ROYAL BANK OF CANADA** (the “**Prior Charge Holder**”), the holder of the following financial charge(s) registered in the New Westminster Land Title Office against title to the Lands charged by this instrument:

Mortgage No. CA6686720 and

Assignment of Rents No. CA6686721

(the “**Security**”)

for itself and its successors and assigns, hereby consents to the granting and registration of the within Section 219 Covenant (the “**Charge**”) and grants priority to the Charge over the Security and to the Prior Charge Holder’s right, title and interest in and to the Lands charged by this instrument, in the same manner and to the same effect as if the Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security.

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

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT – HOUSING AGREEMENT – NO RENTAL PROHIBITION

This Agreement dated for reference the ____ day of _____, 2020 is

BETWEEN:

ST. JOHNS PROJECT PROPERTIES Ltd. (Inc. No BC 1155415), a company incorporated under the laws of the Province of British Columbia having an office at 100 – 33 East 8th Avenue, Vancouver, B.C. V5T 1R5

(the “Developer”)

AND:

THE CITY OF PORT MOODY, a municipality incorporated under the *Local Government Act*, having its office at 100 Newport Drive, Port Moody, B.C. V3H 3E1

(the “City”)

WHEREAS:

- A. The Developer is the registered owner of the Lands as defined in Section 1.01;
- B. The Developer wishes to obtain development permission with respect to the Lands and wishes to create a 117 Unit development to be constructed over one level of commercial premises and a vehicle parking facility;

C.

In accordance with the terms set in this Agreement, the Developer has voluntarily agreed that all Units are and will remain available for rental on the terms and subject to the conditions more particularly set out in this Agreement.

- D. Section 219 of the Land Title Act permits the registration of a covenant of a negative or positive nature in favour of the City in respect of the use of land or construction on the land;
- E. The Developer and the City wish to enter into this Agreement to restrict the use of, and construction on, the Lands on the terms and conditions of this agreement, to have effect as a covenant under section 219 of the *Land Title Act*.

NOW THEREFORE in consideration of the mutual promises contained herein and in consideration of the payment of \$1.00 by the City to the Developer (the receipt and sufficiency of which is acknowledged by the Developer), the parties covenant and agree with each other as follows, as a Section 219 of the Land Title Act and as a contract and a deed under seal between the parties and the parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. DEFINITIONS

1.01 Definitions

In this Agreement:

- (a) "Agreement" means this Housing Agreement/Section 219 Covenant;
- (b) "City Personnel" means any and all of the City's elected officials, board members, officers, directors, employees and agents;
- (c) "Development Permit" means Development Permit No. _____ issued by the City;
- (d) "Developer" includes any successor in title to the Lands or a Unit or person or company that purchases the Lands or a Unit from time to time;
- (e) "Lands" means the land described in Item 2 of the Land Title Act Form C to which this Agreement is attached;
- (f) "LTO" means the New Westminster Land Title Office;
- (g) "Proposed Development" means the development on the Lands contemplated in the Development Permit and this Agreement;
- (h) "Rental Accommodation" means a Unit that is, at the sole discretion of the Unit Purchaser, who owns such Unit, made available for rent to a Tenant for residential use;
- (i) "Section 219 Covenant/ Housing Agreement" means that agreement that is registered immediately before this Agreement;
- (i) "Strata Property Act" means the Strata Property Act (British Columbia) as amended or replaced from time to time;

- (j) “Tenant” means a tenant (including a subtenant) or occupant of an Unit by way of a Tenancy Agreement;
- (k) “Term” means the term of this Agreement being the useful life of the building that contains the Units;
- (l) “Unit” means a residential dwelling unit to be constructed on the Lands as part of the Proposed Development; and
- (m) “Unit Purchaser” means the registered owner of a Unit in the Proposed Development from time to time and, in this context, includes the Developer.

2 RENTAL ACCOMMODATION

2.01 The Developer covenants and agrees with the City that the Lands and any Unit on, or to be constructed on the Lands, shall be used and occupied only in strict accordance with the terms of the Agreement.

2.02 Rental Disclosure Statement

The Developer covenants and agrees with the City that no Unit in any building on, or to be constructed on, the Lands, shall be occupied or used for any purpose whatsoever unless and until the Developer has:

- (a) before the first Unit in the Proposed Development is either offered for sale or conveyed to a Unit Purchaser without being offered for sale, filed with the Superintendent of Real Estate a Rental Disclosure Statement pursuant to the Strata Property Act, designating all of the Units on, or to be constructed on the Lands in the Proposed Development, as rental available strata lots such that each and every Unit may, while this Agreement is in place, either be occupied by a Unit Purchaser or rented to a Tenant; and
- (b) given a copy of the filed Rental Disclosure Statement to each prospective Unit Purchaser of any Unit in the Proposed Development before the prospective Unit Purchaser enters into an agreement to purchase a Unit.

2.03 Rental Accommodation

The Developer further covenants and agrees with the City that despite any strata corporation bylaws to the contrary, each and every Unit on, or to be constructed on the Lands, must always be available for either:

- (a) use or occupation by the Unit Purchaser (and/or any family members, guests or invitees of the Unit Purchaser and any other person permitted to use or occupy a Unit by the Unit Purchaser at the Unit Purchaser's sole discretion without condition); or
- (b) as Rental Accommodation, as determined by each Unit Purchaser, acting in that Unit Purchaser's sole discretion, for periods in excess of thirty (30) days.

2.04 The Developer and any subsequent Unit Purchaser will provide notice of this Agreement to any potential Unit Purchaser prior to any such potential Unit Purchaser entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement for any part of the Proposed Development prepared by the Developer pursuant to the *Real Estate Development Marketing Act* (British Columbia) in respect of the Proposed Development.

2.05 A Unit Purchaser may, but is not obligated to, rent or lease the Unit Purchaser's Unit.

2.06 Occupancy and Use of Units

For greater certainty, and notwithstanding anything else contained herein, nothing contained herein will be interpreted or construed as restricting or preventing any Unit Purchaser and/or any family members, guests or invitees of the Unit Purchaser from occupying and residing in the Unit Purchaser's Unit and using such Unit for such purposes as the Unit Purchaser may determine, in his, hers or its sole discretion, from time to time (including, without limitation, renting or leasing his, her or its Unit to such person or persons from time to time for such periods of time and on such terms and conditions as the Unit Purchaser may determine, in his, hers or its sole discretion.

2.07 This Agreement shall be read and construed subject to the terms of the Section 219 Covenant/Housing Agreement in connection with the Affordable Rental Units and the Market Rental Housing Units. For certainty, upon the termination of the Section 219 Covenant/Housing Agreement, this Agreement will apply to the Affordable Rental Units and the Market Rental Housing Units.

3. **STRATA CORPORATION BYLAWS**

3.01 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any subdivided parcel of the Lands.

3.02 The Developer further covenants and agrees with the City that this Agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands or any building on the Lands pursuant to the *Strata Property Act* and that upon the Lands, or any portion thereof, being subdivided by way of a strata plan pursuant to the Strata Property Act, then:

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

3.03 Strata Bylaw Invalid

The Developer further covenants and agrees with the City that any strata corporation bylaw which prevents, restricts or abridges or purports to prevent, restrict or abridge the right to use any of the Units as Rental Accommodation shall have no force or effect.

3.04 No Bylaw

No strata corporation formed in respect of the Lands shall pass any bylaw(s) preventing, restricting or abridging the use of the Lands, the Proposed Development or the Units from time to time as Rental Accommodation.

3.05 Vote

No Unit Purchaser, nor any tenant or mortgagee thereof, shall vote in favour of any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Lands, the Proposed Development, or the Units from time to time as Rental Accommodation.

4. DEFAULT AND REMEDIES

4.01 Notice of Default

The City may give to the Developer written notice to cure a default under this Agreement within 30 days of receipt of notice. The Developer must act with

diligence to correct the default within the time specified in the notice referred to herein.

4.02 Costs

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

4.03 Equitable Remedies

The City, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.

4.04 Specific Performance and No Penalty or Forfeiture

The Developer acknowledges and agrees with the City that:

- (a) specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Developer under this Agreement and that the City is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Developer of this Agreement. Further, the Developer agrees that the foregoing provision is reasonable given the public interest in preserving the stock of Rental Accommodation in accordance with this Agreement;
- (b) it is entering into this Agreement to benefit the public interest in making the Rental Accommodation available;
- (c) the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out; and
- (d) the City's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

4.05 Cumulative Remedies

No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination.

5. LIABILITY

5.01 Indemnity

The Developer will indemnify and save harmless each of the City and the City Personnel and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of the entering into of this Agreement or from any act or omission by the Developer or its officers, directors, employees, agents, contractors, or other persons for whom at law the Developer is responsible or from the Developer's ownership, operation, management or financing of the Proposed Development or any part thereof.

5.02 Release

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

6. GENERAL PROVISIONS

6.01 City's Power Unaffected

Nothing in this Agreement:

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

6.02 Agreement for Benefit of City Only

The Developer and City agree that:

- (a) this Agreement is entered into only for the benefit of the City;

- (b) this Agreement is not intended to protect the interests of the Developer; and
- (c) the City may at any time execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.

6.03 Agreement Runs With the Lands

This Agreement burdens and runs with the Lands. All of the covenants and agreements contained in this Agreement are made by the Developer for itself, its successors and assigns, and all persons who acquire an interest in the Lands after the date of this Agreement.

6.04 No Liability

Notwithstanding anything contained in this Agreement, the parties agree that neither the Developer, nor any successor in title to the Lands, or any portion 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 Developer or its successors in title, as the case may be, ceases to be the registered or beneficial owner of the Lands or such portion thereof.

6.05 Contractual Obligations

The covenants and agreements on the part of the Developer have been made by the Developer as contractual obligations as well as being made pursuant to Section 483 of the *Local Government Act* (British Columbia) and as such will be binding on the Developer.

6.06 Priority of This Agreement

The Developer will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development in priority to all charges and encumbrances which are registered, or pending registration, against title to the Lands in the LTO, save and except those as have been approved by the City or have been granted in favour of the City.

6.07 Agreement to Have Effect as Deed

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

6.08 Waiver

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

6.09 Time

Time is of the essence in this Agreement.

6.10 Validity of Provisions

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

6.11 Extent of Obligations and Costs

Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

6.12 Notices

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

If to the City:

100 Newport Drive
Port Moody, B.C. V3H 3E1

Attention: Planning Department

If to the Developer at the address shown on title in the LTO.

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile transmission, on the first business day after the

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

6.13 Further Assurances

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

6.14 Enuring Effect

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

6.15 Section 219 Covenant and Housing Agreement

- (a) The Developer acknowledges and agrees that this Agreement constitutes a Housing Agreement entered into under Section 483 of the *Local Government Act* (British Columbia); and
- (b) The Developer further acknowledges and agrees that the terms and conditions of this Agreement constitute a covenant in respect of the use of the Lands and any Units on or to be constructed on the Lands and annexed to and running with the Lands and that the Lands shall only be used in accordance with the terms of this Agreement and the City may register this Agreement in the LTO against title to the Lands as a covenant pursuant to Section 219 of the Land Title Act.
- (c) The Developer acknowledges and agrees that:
 - (i) this Agreement constitutes a Housing Agreement entered into under section 483 of the *Local Government Act*;
 - (ii) the City is required to file a notice of Housing Agreement in the Land Titles Office (LTO) against title to the Land; and
 - (iii) once such a notice is filed, this agreement binds all persons who acquire an interest in the Land as a Housing Agreement under section 483 of the *Local Government Act*.

7. INTERPRETATION

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

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

7.05 Statutes

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

7.06 Entire Agreement

The Parties agree that:

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

7.07 Governing Law

This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia. As evidence of their agreement to be bound by the terms of this instrument, the City and the Developer hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

In consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, **ROYAL BANK OF CANADA** (the “**Prior Charge Holder**”), the holder of the following financial charge(s) registered in the New Westminster Land Title Office against title to the Lands charged by this instrument:

Mortgage No. CA6686720 and

Assignment of Rents No. CA6686721

(the “**Security**”)

for itself and its successors and assigns, hereby consents to the granting and registration of the within Section 219 Covenant (the “**Charge**”) and grants priority to the Charge over the Security and to the Prior Charge Holder’s right, title and interest in and to the Lands charged by this instrument, in the same manner and to the same effect as if the Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security.

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

Mixed-Use Sustainability Report Card

Purpose

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

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

Process

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

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

Instructions

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

Italicized words are in the [Glossary](#) at the back of this document.

Report Considered at the February 25, 2020 Regular Council Meeting

206

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

Scoring

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

Monitoring

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

Public Information

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

Property and Applicant Information

Applicant Craig Marcyniuk	Telephone 604-732-7651 ext 124	Email craig@porte.ca
Registered Owner St Johns Project Properties LTD.	Project Address 3227 & 3239 St. Johns Street	
Proposed Use Residential multi-family apartment (5 storey) above single level commercial units at grade. Parking Area below grade.		

Total Floorspace m²

Report Considered at the February 25, 2020 Regular Council Meeting

207

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

Arts

Performance Measure Description and Scoring

- C1 Project includes public art in publicly accessible or publicly owned space (3 points, +1 bonus point if a Public Art Consultant is used).
OR Project provides an in lieu financial contribution to the City's Public Art Reserve Fund (3 points).
See links in Resources under "Examples of Good Public Art".

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>If yes, describe:</p> <p>Cash in lieu if desired by the City or we could do automobile theme artwork in different parts of the building as remembrance to the current site.</p>	<p>Staff Comments</p> <p>The applicant is working with staff to determine if an art installation is possible</p> <p><i>A public art installation will be provided</i></p>
Public Art Consultant:	
Plan reference:	

Bonus Score /1 Score /3

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

Arts

Performance Measure Description and Scoring

- C2 Project supports Port Moody's desire to be a "City of the Arts" by integrating artistic design into the site or building form or functionality (2 points).
 Examples:
 • Creative stormwater management features.
 • Creative interaction of the project with the public.
 • Artistic panels in entry foyer.

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>Describe:</p> <p>Architecture is modern, yet takes cues from the area's industrial heritage – a union of brick, glass, wood, metal, inner courtyard, and street-level retail.</p>	<p>Staff Comments</p> <p>this response does not address the integration of artistic design into the project</p>
Plan reference:	
Perspective view: A-8.30, A-8.31, A-8.32	

Score /2

Report Considered at the February 25, 2020 Regular Council Meeting

208

CULTURAL SUSTAINABILITY SECTION

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

Heritage

Performance Measure Description and Scoring

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

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

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

Describe:

Does not apply as current site is a commercial building used for auto sales and servicing.

Staff Comments

The subject properties are not designated as heritage properties

Plan reference:

N/A

Score N/A /4

CULTURAL SUSTAINABILITY SECTION

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

Heritage

Performance Measure Description and Scoring

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

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

Report title:

Does not apply as current site is a commercial building used for auto sales and servicing.

Staff Comments

The subject properties are not designated as heritage properties

Heritage Consultant:

N/A

Bonus Score /2

Score N/A /2

Report Considered at the February 25, 2020 Regular Council Meeting

209

CULTURAL SUSTAINABILITY SECTION

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

Heritage

Performance Measure Description and Scoring

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details: Does not apply.	Staff Comments
Plan reference: N/A	

Score /3

CULTURAL SUSTAINABILITY SECTION

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

Arts

Performance Measure Description and Scoring

- C6 Project designates space for the arts or creative enterprise to be retained for the lifetime of the project.
 Ex. artist studio, gallery space, dance studio, indoor/outdoor theatre, live-work units, plaza, etc.

Applicant Explanation and Reference to Plans, Drawings, and Reports

<input type="text" value=""/> meters ² / <input type="text" value="10426"/> feet ²	Staff Comments There is no firm commitment for art-related businesses in the project but the commercial spaces have not been marketed to date
Description of space: Commercial space could be used for art-related businesses such as gallery or dance studio. Landscape podium and amenity can be used for different artistic expressions. Plan reference: Level 1 - First Floor Plan: A-2.20 Level 2 - Second Floor Plan: A-2.30	

Score /4

Report Considered at the February 25, 2020 Regular Council Meeting

210

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

Complete Community Elements

Performance Measure Description and Scoring

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

Examples:

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>Details:</p> <p>The unique architectural design will greatly improve the streetscape by replacing the existing automobile sales servicing centre. It will also improve its street frontage by redoing the sidewalk and incorporate functional elements such as benches, bike racks, and planters.</p>	<p>Staff Comments</p>
<p>Plan reference:</p> <p>Landscape plan, current site photos,</p>	

Score 2 /2

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

Heritage

Performance Measure Description and Scoring

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p> <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A </p>	<p>Staff Comments</p>
<p>Details:</p> <p>Does not apply as it will be a new building.</p>	

Score N/A /3

Report Considered at the February 25, 2020 Regular Council Meeting

211

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

Innovation

Performance Measure Description and Scoring

C9 Cultural sustainability aspects not captured above.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Staff Comments Applicant's comment: The unique architectural design reflects thoughtful design. Private balconies, landscape podium and amenity room allow for artists to work on their projects either in the privacy of their space or in the company of other artists in the shared spaces.
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CULTURAL SUSTAINABILITY SECTION *How will the project contribute to Port Moody's status as 'City of the Arts'?*

Constraints

Performance Measure Description and Scoring

C10 Unique site aspects that limit cultural sustainability achievement.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Staff Comments <i>There are no heritage structures on-site</i>
--	--

Cultural Sustainability Score Summary

	Score
Total Cultural Pillar Points (Total Points Available – Not Including Bonus Points)	23
	Total
Total Cultural Points Not Applicable (Total Points for Items Not Relevant to this Application)	12
	n/a
Maximum Achievable Score (Total Cultural Pillar Points Minus Total Cultural Points Not Applicable)	11
	Maximum
Cultural Pillar Minimum Score (Sum of Applicable Baseline Items)	3
	Cultural Baseline
Total Points Achieved (Total Points Achieved for Applicable Items for this Application)	67
	Total Cultural Points
Cultural Pillar Score (Total Points Achieved/Maximum Achievable Score)	67 / 11
	Total Cultural Points Max
	54.5 %
	63.6

Report Considered at the February 25, 2020 Regular Council Meeting

212

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

Land Use/Employment

Performance Measure Description and Scoring

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

See Map 1: Overall Land Use in the City's Official Community Plan: [Map 1: Overall Land Use Plan](#)

Applicant Explanation and Reference to Plans, Drawings, and Reports

Existing:	Staff Comments
Use(s): Automobile Sales/Service	
Number of jobs on-site relating to this use in operation: 10	
Proposed:	
Use(s): Residential multi-family apartments (5 storey) above single level commercial units at grade.	
Number of jobs estimate: 28	
Assumptions: For the commercial portion 4 employees for every 1,700 sqft. For the residential area a total of 4 employees including cleaning staff, and property manager.	

Score /3

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

Land Use

Performance Measure Description and Scoring

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

Describe the diversification and how it is appropriate to this particular location: The project is not only located near many shops, restaurants and commerce within the 800m radius, but it will also add approximately 9,400 sqft of new retail space. Additionally, the project is 400m from the Inlet Centre Sky Train Station.	Staff Comments
--	-----------------------

Score /1

Report Considered at the February 25, 2020 Regular Council Meeting

213

ECONOMIC SUSTAINABILITY SECTION

How will the project contribute to a stronger local economy?

Land Use/Employment

Performance Measure Description and Scoring

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

See Map 1: Overall Land Use in the City's Official Community Plan: [Map 1: Overall Land Use Plan](#)

Applicant Explanation and Reference to Plans, Drawings, and Reports

Existing:	Staff Comments
Building type: Commercial (Automobile Sales/Service)	
FSR: Not available	
Proposed:	
Building type: Mixed use, transit oriented development	
FSR: 2.8	

Score /3

ECONOMIC SUSTAINABILITY SECTION

How will the project contribute to a stronger local economy?

Tourism

Performance Measure Description and Scoring

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

<input type="radio"/> Yes <input checked="" type="radio"/> No	Staff Comments
If Yes, explain: Commercial unit use is not limited by design and provides an opportunity for a variety of different uses including listed above. We are oping to bring the interest of art galleries as future tenants in the commercial units.	

Score /2

Report Considered at the February 25, 2020 Regular Council Meeting

214

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

Economic Development/Energy/Materials/Water Use Efficiency

Performance Measure Description and Scoring

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>Relationship results in (check all that apply):</p> <p><input checked="" type="checkbox"/> Reduced energy consumption</p> <p><input checked="" type="checkbox"/> Reduced water consumption</p> <p><input type="checkbox"/> Reduced materials use</p> <p><input type="checkbox"/> Waste reduction</p> <p>Other efficiency:</p> <p>The project will include energy and water consumption reduction features during building and engineering phase. Standard features such as dual-flush toilets, low-flow shower heads, energy efficient light fixtures etc. will be used.</p> <p>Description:</p> <p>Use of co-located layers for the drafting of contracts with neighbouring properties.</p> <p>Utilize co-located experience from Burke Mountain Naturalists and Backyard Bird Centre to define the best bid nest location and appropriate design that excludes non-native species and welcomes local birds.</p>	<p>Staff Comments</p> <p>The developer's comments do not address the intent of this measure to establish business to business relationships to share resources.</p> <p>As the commercial spaces have not been marketed at this stage, the potential exists that businesses may share resources as suggested but it is unknown at this time.</p>
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Score /4

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

Land Use

Performance Measure Description and Scoring

EC6 Project redevelops and rehabilitates a *brownfield* site.

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>Describe:</p> <p>Current site is an auto oriented commercial space with impermeable surface, one story low quality building of little architectural value.</p>	<p>Staff Comments</p> <p>the site is not a brownfield site</p>
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Score /3

Report Considered at the February 25, 2020 Regular Council Meeting

215

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

Innovation

Performance Measure Description and Scoring

EC7 Economic sustainability aspects not captured above.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Staff Comments Comment provided by applicant: By providing market housing close to the sky train people who commute to work will be able to reduce carbon footprint by reducing the use of the car. By providing commercial space, people will be able to open local business, increase the local economy and decrease the necessity to commute
--	--

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

Constraints

Performance Measure Description and Scoring

EC8 Unique site aspects that limit economic sustainability achievement.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Staff Comments
--	-----------------------

Economic Sustainability Score Summary

Total Economic Pillar Points (Total Points Available – Not Including Bonus Points)

Score

16

Total

Total Economic Points Not Applicable

(Total Points for Items Not Relevant to this Application)

3

n/a

Maximum Achievable Score

(Total Economic Pillar Points Minus Total Economic Points Not Applicable)

13

Maximum

Economic Pillar Minimum Score

(Sum of Applicable Baseline Items)

7

Economic Baseline

Total Points Achieved

(Total Points Achieved for Applicable Items for this Application)

7

Total Economic Points

Economic Pillar Score

(Total Points Achieved/Maximum Achievable Score)

7

Total Economic Points

13

Max

54

Percent

%

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

Site Context | Ecology

Performance Measure Description and Scoring

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

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>Type of ESA:</p> <p><input type="radio"/> High ESA</p> <p><input type="radio"/> Medium ESA</p> <p><input type="radio"/> Low ESA</p> <p><input type="radio"/> 30m Stream Buffer (High Value)</p> <p><input type="radio"/> Special Feature (High Value)</p> <hr/> <p>Features/Species of Value:</p> <p>Does not apply as site is not located in an Environmentally Sensitive Area.</p> <hr/> <p>Means of Protection:</p> <p><input type="radio"/> Covenant</p> <p><input type="radio"/> Dedication</p> <p><input type="radio"/> Monitoring</p> <hr/> <p><input type="radio"/> Other:</p> <hr/> <p>Means of Improvement of ESA:</p>	<p>Staff Comments</p>

Score N/A /4

BASELINE + EARLY STAGE

Report Considered at the February 25, 2020 Regular Council Meeting

217

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

Site Context | Ecology

Performance Measure Description and Scoring

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

See [Vancouver Bird Strategy](#)

Applicant Explanation and Reference to Plans, Drawings, and Reports

List all elements that reduce the impact that urbanization has on birds for this project:

Partial vegetation along the streetscape on St. Johns Street, landscaped podium on the second level and retaining of trees on the south and east side and installation of bird nest boxes and bird bath will provide native birds with food and shelter.

Reduced night time lighting, the use of awnings on ground level, residential drapes/blinds will increase the opacity of clear glass. We will also provide new home owners information on how they can help reduce bird collisions and create awareness

Staff Comments

Score /3

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

Site Context | Ecology

Performance Measure Description and Scoring

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

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

See [International Dark Sky Association](#) for Dark Sky Friendly Lighting.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Describe the lighting plan for the site and its dark sky friendly features:

Outdoor light design:

1. lights up only when dark
2. only lights walkways and play area
3. lights are in a downward direction in a luminaire fully shielded to avoid glare
4. LED lights only to minimize blue light emissions

Staff Comments

Score /3

Report Considered at the February 25, 2020 Regular Council Meeting

218

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

Site | Air Quality – Alternative Transportation

Performance Measure Description and Scoring

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>Check all that apply:</p> <p><input checked="" type="checkbox"/> Short-Term Bicycle parking</p> <p><input checked="" type="checkbox"/> Long-Term Bicycle parking</p> <p><input type="checkbox"/> End-of-Trip Bicycle Facilities:</p> <p><input type="checkbox"/> Bike share and assigned parking</p> <p><input type="checkbox"/> Co-op vehicle and assigned parking space provision</p> <p><input checked="" type="checkbox"/> Electric Vehicle plug-ins and designated spaces¹</p> <p>Plan references: A-2.00, A-2.10, A-2.20, Street Landscape</p>	<p>Staff Comments</p> <p>Bicycle parking and electric vehicle charging satisfy the Zoning Bylaw requirements</p>
--	---

Score ☒ /3
2

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

Site | Air Quality – Alternative Transportation

Performance Measure Description and Scoring

- EN5 Project incorporates measures to support pedestrians and cyclists.

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>Check all that apply:</p> <p><input checked="" type="checkbox"/> Connects to existing pedestrian/cycling routes and priority destinations</p> <p><input checked="" type="checkbox"/> Improves local pedestrian routes, local bike networks/trails</p> <p><input checked="" type="checkbox"/> Safe, secure, accessible, and sustainable footpaths</p> <p><input checked="" type="checkbox"/> Pedestrian clearway sufficient to accommodate pedestrian flow</p> <p><input checked="" type="checkbox"/> Covered outdoor waiting areas, overhangs, or awnings</p> <p><input checked="" type="checkbox"/> Pedestrian scale lighting</p> <p><input type="checkbox"/> Pedestrian/bike-only zones</p> <p><input type="checkbox"/> Other:</p> <p>Site circulation plan:</p> <p>Other plan references: Street Landscape, First Floor Plan A-2.20</p>	<p>Staff Comments</p>
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Score ☐ 3 /3

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

Report Considered at the February 25, 2020 Regular Council Meeting

219

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

Building | Waste Storage Space

Performance Measure Description and Scoring

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

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

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

Total residential recycling, garbage, and green waste space proposed: Recycling: <input type="text" value="16"/> m ² Garbage: <input type="text" value="25"/> m ² Green Waste: <input type="text" value="16"/> m ²	Staff Comments
Total commercial recycling, garbage, and green waste space proposed: Recycling: <input type="text" value="17.92"/> m ² Garbage: <input type="text" value="26.17"/> m ² Green Waste: <input type="text" value="17.92"/> m ²	
Details regarding design for safety, security, and accessibility: Garbage area is separated into two rooms one for commercial and one for residential. There is a shared garbage compactor and a shared cardboard bin. All require fob for access.	

Score /2
2

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

Site | Sustainable Landscaping – Urban Forestry

Performance Measure Description and Scoring

- EN7 Project protects and enhances the urban forest, prioritizing native tree species.

See [City of Port Moody Tree Protection Bylaw](#)

Applicant Explanation and Reference to Plans, Drawings, and Reports

Check all that apply: <input type="checkbox"/> Existing mature trees protected (# <input type="text" value=""/> <input checked="" type="checkbox"/> Replacement tree ratio (<input type="text" value="2"/> : 1) • Native tree species planted on site (# <input type="text" value="15"/>) • Native tree species planted off site (# <input type="text" value="7"/>) <input type="checkbox"/> Protected/natural park areas added on site (% of total site area: <input type="text" value=""/>)	Staff Comments
Arborist report: Provided with documentation - Diamond Head Report	

Score /3

Report Considered at the February 25, 2020 Regular Council Meeting

220

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

Site | Sustainable Landscaping – Habitat

Performance Measure Description and Scoring

- EN8 Project preserves, enhances, and/or compensates for site ecology on site (4 points). Off-site compensation may be considered in some cases, in accordance with all other City regulations and supported by staff (3 points).
Compensation in the form of a financial contribution to the City toward approved public restoration, rehabilitation, or enhancement projects may be considered (2 points).

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

See also [Invasive Plant Council of BC](#)

Applicant Explanation and Reference to Plans, Drawings, and Reports

Check all that apply:	Staff Comments
<input type="checkbox"/> Salvage replanting <input type="checkbox"/> Reduction to existing impervious area <input type="text"/> m ²	
<input checked="" type="checkbox"/> Removal of <i>invasive plant species</i> Names: Possible knotweed. Our landscape team will confirm if there's any in the Spring so it can be spotted. If there is, we will provide a knotweed management plan	
<input checked="" type="checkbox"/> Native/"naturescape" landscaping <input type="checkbox"/> Watercourse daylighting <input type="checkbox"/> Riparian area restoration	
<input checked="" type="checkbox"/> Other measures taken to enhance habitat or to compensate for habitat loss: Project will enhance the area with a courtyard on the second level which will have extensive planters with 47 new trees, shrubs and groundcovers supplementing, enhancing and rehabilitating the current parking centric environment. Also, streetscape will be greatly enhanced with 7 new trees and shrubs.	

Score /4

BASELINE

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

Site | Sustainable Landscaping – Stormwater

Performance Measure Description and Scoring

EN9 Project provides for stormwater retention and evaporation, and groundwater protection in the site stormwater management plan.

Targets:

1. Stormwater retained on-site to the same level of annual volume allowable under pre-development conditions.
2. Maximum allowable annual run-off volume is no more than 50% of the total average annual rainfall depth.
3. Remove 80% of total suspended solids based on the post-development imperviousness.

(3 points if all three targets are achieved)

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

Target(s) reached: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	Staff Comments
Means of achieving (check all that apply): <input checked="" type="checkbox"/> Absorbent landscape <input type="checkbox"/> Roof downspout disconnection <input type="checkbox"/> Infiltration swales and/or trenches <input checked="" type="checkbox"/> Sub-surface chambers/detention tanks <input type="checkbox"/> Rain gardens with native plantings <input checked="" type="checkbox"/> Rainwater harvesting <input checked="" type="checkbox"/> Tree well structures <input type="checkbox"/> Green roof/wall <input checked="" type="checkbox"/> Water quality structures <input checked="" type="checkbox"/> Pervious paving <input type="checkbox"/> Daylighted streams <input type="checkbox"/> Constructed wetlands	to be confirmed on final civil and landscape drawings
<input checked="" type="checkbox"/> Other: catch basin and oil and water separators, preserve green sp.	
References to plans and documents: & underground extended detention storage. Landscape Drawings, Stormwater Management Plan. Civil Drawings 18-0811 - SWMP, 18-0811 - SWMP2	

Score /3

Report Considered at the February 25, 2020 Regular Council Meeting

222

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

Site | Sustainable Landscaping – Water Conservation

Performance Measure Description and Scoring

- EN10 Project reduces potable water use for irrigation.
 2 points = 5 actions (from "check all that apply" list)
 1 point = 3 actions (from "check all that apply" list)

Applicant Explanation and Reference to Plans, Drawings, and Reports

Check all that apply: <input checked="" type="checkbox"/> Drought-tolerant landscaping (<i>xeriscaping</i>) with native species <input checked="" type="checkbox"/> Low-maintenance lawn alternatives <input checked="" type="checkbox"/> Non-water dependent materials/features for ground cover treatment <input checked="" type="checkbox"/> Irrigation system with central control and rain sensors <input checked="" type="checkbox"/> Captured rainwater irrigation system, e.g. using cisterns/rain barrels <input type="checkbox"/> Other: Plan reference: Landscape L-1 and L-2, Civil rainwater management report/plan	Staff Comments
---	---

Score 2 /2

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

Site Context | Ecology

Performance Measure Description and Scoring

- EN11 Project is sited and designed in order to facilitate and improve wildlife movement and access, particularly within known and suspected *habitat corridors*.
 Ex. Deer, bears, frogs, salmon, etc. (depending on site location).

Applicant Explanation and Reference to Plans, Drawings, and Reports

Species supported: Song birds/birds	Staff Comments There is no known habitat corridor but the landscape plan provides habitat opportunities for birds
Means of supporting: Trees and shrubs located within planting areas support potential corridor for bird species.	
Environmental assessment or site plan reference: Plan reference: Landscape L-2	

Score 1 /2

Report Considered at the February 25, 2020 Regular Council Meeting

223

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

Building | Green Building Rating

Performance Measure Description and Scoring

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

Green Building Certification		Staff Comments
<input type="radio"/> Built Green Level: <input type="text"/> <ul style="list-style-type: none"> • Bronze (2 points) • Silver (5 points) • Gold (8 points) • Platinum (10 points) 		
<input checked="" type="radio"/> LEED Level: <input type="text" value="Gold"/> <ul style="list-style-type: none"> • Certified (2 points) • Silver (5 points) • Gold (8 points) • Platinum (10 points) 		
<input type="radio"/> Canadian Passive House Institute (10 points) <input type="radio"/> Living Future Institute <ul style="list-style-type: none"> • Living Building Certification (10 points) • Petal Certification (10 points) • Net Zero Energy Certification (10 points) 		
<input type="radio"/> Other: Project will be LEED equivalent		

Score 8 /10

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

Building | Alternative/Renewable Energy

Performance Measure Description and Scoring

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>Details:</p> <p>Heat recovery ventilator in amenity areas.</p>	<p>Staff Comments</p>
<p>Specify % of energy generated:</p>	

Score 1 / 4

Report Considered at the February 25, 2020 Regular Council Meeting

224

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

Building | Energy Reduction and Indoor Climate

Performance Measure Description and Scoring

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

Examples:

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

<input checked="" type="radio"/> Yes <input type="radio"/> No	Staff Comments
<p>Key <i>passive design</i> building elements:</p> <p>Site design and building massing minimizes east and west exposures to avoid unwanted solar gains. Shading of South facade. Balconies and roof overhangs provide shade on East and West facades. Air tight envelope proposed. Energy Modelling to achieve desired energy targets. Low E glazing.</p>	

Score /3

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

Smart Technology

Performance Measure Description and Scoring

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

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>Details:</p> <p>Led lighting, HRV, Energy Star Appliances, Programmable Thermostat. Lobbies, amenity and garbage spaces will have sensor lighting.</p>	Staff Comments
---	-----------------------

Score /2

Report Considered at the February 25, 2020 Regular Council Meeting

225

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

Site | Sustainable Landscaping

Performance Measure Description and Scoring

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>Details:</p> <p>Outdoor deck will incorporate opportunities for growing food as well as a composting area. Additionally, each apartment has a private balcony that could accommodate a 30" x 18" x 18" container for urban gardening.</p>	<p>Staff Comments</p>
<p>Landscape Plan Reference: L-2</p>	

Score 2 /2

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

Building Energy Performance

Performance Measure Description and Scoring

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>BC Energy Step Code:</p> <p><input type="radio"/> Tier 1 (1 point)</p> <p><input checked="" type="radio"/> Tier 2 (2 points)</p> <p><input type="radio"/> Tier 3 (3 points)</p> <p><input type="radio"/> Tier 4 (4 points)</p> <p>Attach a copy of Port Moody Building Energy Performance Design Guidelines Checklist.</p>	<p>Staff Comments</p> <p>to be confirmed at the development permit stage</p> <p style="font-size: 1.5em; margin-left: 100px;">building</p>
--	--

Score 2 /4

Report Considered at the February 25, 2020 Regular Council Meeting

226

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

Stormwater and Ecology/Water Conservation

Performance Measure Description and Scoring

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

OR

Project includes on-site grey water reuse.

2 BONUS POINTS EACH

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details:

Level 2 outdoor amenity area is landscaped and provides habitat for native species (birds), swallow bird boxes will be located at 30ft. apart with a hole entrance of 1 1/8 inches to exclude nonnative species. Additionally, a shallow bird bath fountain will be installed.

Staff Comments

Bonus Score /2

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

Environmental Monitoring

Performance Measure Description and Scoring

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

OR

Project employs an energy efficiency consultant.

2 BONUS POINTS EACH

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details of Work Overseen/Contribution:

Project will have Maruyama & Associates Landscape Architects to design and oversee landscape as designed.

Project employs David Bell from PGL Environmental Consultants as energy efficiency consultant.

Staff Comments

Bonus Score /2

Report Considered at the February 25, 2020 Regular Council Meeting

227

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

Innovation

Performance Measure Description and Scoring

EN20 Environmental sustainability aspects not captured above.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Staff Comments

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

Constraints

Performance Measure Description and Scoring

EN21 Unique site aspects that limit environmental sustainability achievement.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Staff Comments

Environmental Sustainability Score Summary

Total Environmental Pillar Points (Total Points Available – Not Including Bonus Points)

Score

57

Total

Total Environmental Points Not Applicable
(Total Points for Items Not Relevant to this Application)

4

n/a

Maximum Achievable Score
(Total Environmental Pillar Points Minus Total Environmental Points Not Applicable)

53

Maximum

Environmental Pillar Minimum Score
(Sum of Applicable Baseline Items)

19

Enviro Baseline

Total Points Achieved
(Total Points Achieved for Applicable Items for this Application)

40.5

Total Environmental Points

Environmental Pillar Score
(Total Points Achieved/Maximum Achievable Score)

40.5 / 53 = 76 %
Total Environmental Points Max Percent

Report Considered at the February 25, 2020 Regular Council Meeting

228

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Accessibility

Performance Measure Description and Scoring

- S1 For single-storey units in multi-family residential development:
- (a) a minimum of 40% are *adaptable units* (2 points) and, of those units,
 - (b) *accessible unit(s)* providing full wheelchair accessibility are provided (2 points).
- Project incorporates adaptable and accessible design features in the site/building circulation and bathrooms in all other uses (2 points).

Applicant Explanation and Reference to Plans, Drawings, and Reports

Residential % of Adaptable Units: <input type="text" value="50.42"/>	Staff Comments The number of adaptable units satisfies the Zoning Bylaw requirement.
Details:	
Number of Accessible Units: <input type="text" value="TBC"/>	
Details:	
Residential Site/Common Areas and Commercial/Industrial/Institutional Uses: Retail units and common areas are accessible	
Details: All common areas will be accessible. Lobby entry/elevators/indoor amenity/accessible washrooms in the amenity area, outdoor amenity area accessible via low profile thresholds. Some of the common area doors will be power operated. CRU bathroom rough-ins will also be accessible. We are also providing 3 additional handicap parking spaces for a total of 7	

Score /6

BASELINE + EARLY STAGE

Report Considered at the February 25, 2020 Regular Council Meeting

229

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Complete Community Design

Performance Measure Description and Scoring

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

AND/OR

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>Details:</p> <p>Shadow study has been provided to demonstrate the design's has no impact on neighbouring buildings as well as no impact on buildings beyond the immediate vicinity of the development. Project design integrates the results of viewscape study with respect to water and mountain views.</p>	<p>Staff Comments</p>
<p>Plan/document references:</p> <p>Shadow Studies: A-8.00, A-8.10, A-8.20</p>	

Score /1

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Diversity of Use

Performance Measure Description and Scoring

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>Existing use(s):</p> <p>Automobile Sales/Service</p>	<p>Staff Comments</p>													
<p>Proposed uses:</p> <table border="1"> <thead> <tr> <th></th> <th>% Total Floorspace/Site Area</th> </tr> </thead> <tbody> <tr> <td>Residential</td> <td><input type="text" value="80"/></td> </tr> <tr> <td>Commercial</td> <td><input type="text" value="13"/></td> </tr> <tr> <td>Industrial</td> <td><input type="text" value="0"/></td> </tr> <tr> <td>Institutional</td> <td><input type="text" value="0"/></td> </tr> <tr> <td>Park (Note Type)</td> <td><input type="text" value="Underground"/></td> </tr> <tr> <td>Gathering Space</td> <td><input type="text" value="7"/></td> </tr> </tbody> </table>			% Total Floorspace/Site Area	Residential	<input type="text" value="80"/>	Commercial	<input type="text" value="13"/>	Industrial	<input type="text" value="0"/>	Institutional	<input type="text" value="0"/>	Park (Note Type)	<input type="text" value="Underground"/>	Gathering Space
	% Total Floorspace/Site Area													
Residential	<input type="text" value="80"/>													
Commercial	<input type="text" value="13"/>													
Industrial	<input type="text" value="0"/>													
Institutional	<input type="text" value="0"/>													
Park (Note Type)	<input type="text" value="Underground"/>													
Gathering Space	<input type="text" value="7"/>													

Score /3

Report Considered at the February 25, 2020 Regular Council Meeting

230

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Housing Diversity

Performance Measure Description and Scoring

- S4 Development includes a mix of housing types.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Number of Units	Staff Comments
Live-work units		The project includes a wide mix of 1, 2 and 3-bedroom units
Ground-oriented units		
Apartment units	117	

Score /3

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Housing Diversity

Performance Measure Description and Scoring

- S5 Project includes a range of unit sizes for a variety of household types, and the design is flexible to allow for changes, i.e. den can easily become another bedroom.

Targets:

2-bedroom minimum 25% of units

3-bedroom minimum 10% of units

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Number of Units	% of Units	Staff Comments
Bachelor/1-bedroom	<input type="text" value="67"/>	<input type="text" value="57.3"/>	
2-bedroom	<input type="text" value="39"/>	<input type="text" value="33.3"/> (1 pt)	
3+ -bedroom	<input type="text" value="11"/>	<input type="text" value="9.4"/> (2 pts)	
Flexible design features: Larger units featuring 3 bedroom can easily be converted into 2 bedroom + den/office			

Score /3
2

Report Considered at the February 25, 2020 Regular Council Meeting

231

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Housing Affordability

Performance Measure Description and Scoring

- S6 Project provides new purpose-built *market rental housing* (2 points) or *affordable market rental housing* (3 points) or *non-market rental housing* (4 points).

OR

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

Types:	Staff Comments The total affordable housing package is still under consideration
Description: Project includes 10 rental units including one below-market rent unit	
% of total housing units: 8.5 %	
Plan reference:	

Score **23**/4

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Amenities

Performance Measure Description and Scoring

- S7 Project provides voluntary public amenities.
- Examples:
- Child care facility
 - Space for growing food
 - Child play areas
 - Gathering place/space
 - Park/greenspace
 - Public contribution in lieu (CACs), i.e., school, library, arts, etc.
- (5 Points = any approved option)

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details: In lieu contribution	Staff Comments no public amenities are provided in the project. A portion of the total CAC charge will be directed to general community amenities
Plan reference:	

Score **25**/5

Report Considered at the February 25, 2020 Regular Council Meeting

232

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Amenities

Performance Measure Description and Scoring

S8 Project provides voluntary private amenities.

Examples:

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

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details:

Project will provide 1,945sq.ft of indoor amenity and 3,418sq.ft of outdoor landscaped amenity space that serves as a social gathering place where users will be able to grow food, play, eat, exercise and work.

Plan reference:

Second Floor Plan A-2.30

Staff Comments

Score /3

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Inclusive Community

Performance Measure Description and Scoring

S9 The proposal supports aging-in-place with adult care, assisted living space, and/or independent senior living space.

Applicant Explanation and Reference to Plans, Drawings, and Reports

Details:

Units can be used as aging-in-place

Staff Comments

Depends on the level of accessibility and adaptable features in the units but the opportunity exists for the units to be designed to include aging-in-place features.

Score /4

Report Considered at the February 25, 2020 Regular Council Meeting

233

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Community Building

Performance Measure Description and Scoring

- S10 Project provides *urban vitalization* by involving land owners and occupants, community groups, and end user groups who may be affected by the proposal in the planning process to identify and showcase Port Moody's unique assets, i.e. goes above and beyond standard notification and consultation.

Examples:

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

Staff will advise on notification requirements and appropriate stakeholder consultation

Applicant Explanation and Reference to Plans, Drawings, and Reports

Please identify stakeholders and explain their involvement:

We have successfully met with all of the 5 immediate land owners at 3125 ST. Johns, 101 Clearview Drive, 175, 171 and 170 Edward Crescent.

At our meeting with them, we have explained the whole development process, discussed our common property line as well as listened to their concerns and requests.

Identify actions taken in response to stakeholder input:

Trees on the east side will be retained, new trees and shrubs will be planted between the south retaining wall and property line, and geotechnical inspections will be performed at each of the properties prior to beginning any construction on site.

Plan references:

Staff Comments

These actions were in addition to the Community Information Meeting.

Score 3 /4

EARLY STAGE

Report Considered at the February 25, 2020 Regular Council Meeting

234

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Safety

Performance Measure Description and Scoring

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>Please explain:</p> <p>Secure site with controlled points of entry/exit. Amenity courtyard is overlooked by approximately 50% of the units and is completely secure. Exits discharge to the Street - no hiding places. Residential is all above grade. Visitor parking/commercial parking contained and separate from residential parking.</p>	<p>Staff Comments</p>
<p>Plan references:</p>	

Score /1

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Education and Awareness

Performance Measure Description and Scoring

- S12 Project provides education and awareness of the sustainable features of the project for owners/occupants.

Examples:

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

Applicant Explanation and Reference to Plans, Drawings, and Reports

<p>Describe:</p> <p>Document will be given to new owners at time of sale</p>	<p>Staff Comments</p>

Score /1

Report Considered at the February 25, 2020 Regular Council Meeting

235

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Innovation

Performance Measure Description and Scoring

S13 Social sustainability aspects not captured above.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Staff Comments Comment provided by applicant: No restriction on the rental of strata units, a locals first marketing program, the inclusion of 10 rental homes for 10 years and one rental unit rented at a 10% discount below market rates secured by covenant.
--	---

SOCIAL SUSTAINABILITY SECTION

How well does the project address community health and wellness?

Constraints

Performance Measure Description and Scoring

S14 Unique site aspects that limit social sustainability achievement.

Applicant Explanation and Reference to Plans, Drawings, and Reports

	Staff Comments
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Social Sustainability Score Summary

Total Social Pillar Points (Total Points Available – Not Including Bonus Points)

Score

38
Total

Total Social Points Not Applicable
(Total Points for Items Not Relevant to this Application)

0
n/a

Maximum Achievable Score
(Total Social Pillar Points Minus Total Social Points Not Applicable)

38
Maximum

Social Pillar Minimum Score
(Sum of Applicable Baseline Items)

4
Social Baseline

Total Points Achieved
(Total Points Achieved for Applicable Items for this Application)

24/29
Total Social Points

Social Pillar Score
(Total Points Achieved/Maximum Achievable Score)

24/29 / 38
Total Social Points Max

76.3%

68 %
Percent

Report Considered at the February 25, 2020 Regular Council Meeting

236

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

Project Address/Name:	File No:
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PROJECT SCORE SUMMARY	Cultural	Economic	Environmental	Social
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Total Pillar Points Available	23	16	57	38
Sum Of Items Not Applicable	Cultural na 12	Economic na 3	Enviro na 4	Social na 0
Maximum Achievable Score (Total Pillar Points – Sum of Items N/A)	Maximum Cultural Achievable 11	Maximum Economic Achievable 13	Maximum Enviro Achievable 53	Maximum Social Achievable 38
Minimum Score (Sum of Applicable Baseline Items)	Minimum Cultural Score 3	Minimum Economic Score 7	Minimum Enviro Score 19	Minimum Social Score 4
Missed Points (Sum of Applicable Items Not Achieved)	Missed Cultural Points 5	Missed Economic Points 6	Missed Enviro Points 12.5	Missed Social Points 14
TOTAL PILLAR SCORE ACHIEVED (Total Points Achieved out of Applicable Items)	<div> <div>7</div> <div>11</div> <div>Total Cultural # Possible Cultural #</div> </div> <div> <div>63.6</div> <div>54.5</div> <div>%</div> <div>Total Cultural Percent</div> </div>	<div> <div>7</div> <div>13</div> <div>Total Economic # Possible Economic #</div> </div> <div> <div>54</div> <div></div> <div>%</div> <div>Total Economic Percent</div> </div>	<div> <div>40.5</div> <div>53</div> <div>Total Enviro # Possible Enviro #</div> </div> <div> <div>76</div> <div></div> <div>%</div> <div>Total Enviro Percent</div> </div>	<div> <div>24.29</div> <div>38</div> <div>Total Social # Possible Social #</div> </div> <div> <div>63.1</div> <div></div> <div>%</div> <div>Total Social Percent</div> </div>

OVERALL SUSTAINABILITY SCORE (Sum of Four Pillars)	<div>83.5</div> <div>77.5</div> <div>115</div> <div>Overall # Overall Possible #</div>	<div>72.6</div> <div>67.4</div> <div>%</div> <div>Overall Percent</div>
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SUSTAINABILITY HIGHLIGHTS	Cultural	Economic	Environmental	Social
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+ Priority Items (Score ≥3) Achieved and Confirmed Innovations	+ Cultural cash-in-lieu for public art or art installation	+ Economic residential use will support local commercial uses and add to the commercial base	+ Environmental energy performance low impact lighting bird habitat	+ Social on-site social amenity spaces
- Priority Items (Score ≥3) Missed and Confirmed Constraints	- Cultural no heritage implications	- Economic	- Environmental no ESA implications	- Social could include additional three bed units

Report Card Glossary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Report Card Glossary – continued

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Report Card Glossary – continued

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

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

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

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

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

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

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

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

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

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

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

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

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

Resources

Access Near Aquatic Areas: A Guide to Sensitive Planning, Design and Management

atfiles.org

BC Climate Exchange

bcclimateexchange.ca

BC Energy Step Code Technical Requirements

bclaws.ca

Best Management Practices for Amphibians and Reptiles in Urban and Rural Environments in British Columbia

env.gov.bc.ca

Bird-Friendly Development Guidelines – City of Toronto

toronto.ca/lightsoff/guidelines

Canada Green Building Council

cagbc.org

City of Port Moody: Official Community Plan (2014)

portmoody.ca

Stream and Drainage System Protection Bylaw No. 2470

portmoody.ca

City of Port Moody Waste Management Bylaw No. 2822

portmoody.ca

City of Vancouver *Passive Design* Toolkit for Large Buildings

vancouver.ca

Community Green Ways Linking Communities to Country and People to Nature

evergreen.ca

Design Centre for CPTED (*Crime Prevention Through Environmental Design*)

designcentreforcpted.org

Develop with Care: Environmental Guidelines for Urban and Rural Land Development in British Columbia

env.gov.bc.ca/wld/documents/bmp/devwithcare/

EnerGuide Rating System

nrcan.gc.ca/energy/efficiency/housing/new-homes/5035

Environmentally Sensitive Areas, Best Practices

env.gov.bc.ca

Resources – continued

Examples of Good Public Art

[City of Port Moody Public Art](#)

Fatal Light Awareness Program (FLAP)

[flap.org](#)

Invasive Species Council of Metro Vancouver

[iscmv.ca](#)

International Dark Sky Association

[darksky.org](#)

Metro Vancouver's DLC Waste Management Toolkit

[metrovancouver.org](#)

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

[metrovancouver.org/services](#)

Metro Vancouver's Stormwater Source Control Guideline

[metrovancouver.org/services](#)

Naturescape BC

[naturescapebc.ca](#)

Project for *Public Spaces*

[pps.org](#)

Riparian Areas Regulation Assessment Methods

[gov.bc.ca](#)

Standards and Best Management Practices for Instream Works

[env.gov.bc.ca](#)

Standards and Guidelines for the Conservation of Historic Places in Canada

[historicplaces.ca](#)

Stream Stewardship: A Guide for Planners and Developers

[stewardshipcentrebc.ca](#)

Translink: Transit Oriented Communities

[translink.ca/transit-oriented-communities](#)

Vancouver Bird Strategy – City of Vancouver (2015)

[vancouver.ca](#)