

Tuesday, February 11, 2025, 5:00 p.m.

Council Chambers

3rd Floor City Hall, 2580 Shaughnessy Street, Port Coquitlam, BC

Pages

1. CALL TO ORDER
2. ADOPTION OF THE AGENDA
 - 2.1 Adoption of the Agenda

Recommendation:
That the Tuesday, February 11, 2025, Council Meeting Agenda be adopted as circulated.
3. CONFIRMATION OF MINUTES

None.
4. PROCLAMATIONS
 - 4.1 Heritage Week, February 17th - 23rd, 2025 3
 - 4.2 Kin Canada Day, February 20th, 2025 and February 16th - 22nd, 2025 Kin Canada Week 4
5. DELEGATIONS

None.
6. PUBLIC INPUT OPPORTUNITY
 - 6.1 Temporary Use Permit for 1467 Mustang Place

See Council agenda item 8.1 for information.
7. BYLAWS
 - 7.1 Housing Agreement Bylaw for 3630 Westwood Street - Adoption 5

Recommendation:
That "Housing Agreement Bylaw for 3630 Westwood Street, 2025, No. 4393" be adopted.

7.2 Sewer Regulation and Waterworks Regulation Amendment Bylaws - Adoption 29

Recommendation:

That:

1. *“Sewer Regulation Bylaw, 2016, No. 3936, Amendment Bylaw, 2025, No. 4391” be adopted; and*
2. *“Waterworks Regulation Bylaw, 2016, No. 3935, Amendment Bylaw, 2025, No. 4392 be adopted”.*

7.3 2024-2028 Financial Plan Amendment Bylaw - Adoption 47

Recommendation:

That “2024-2028 Financial Plan Bylaw, 2024, No. 4365, Amendment Bylaw, 2025, No. 4388” be adopted.

7.4 Community Amenities Contribution Reserve Fund Amendment Bylaw - Adoption 54

Recommendation:

That “Community Amenities Contribution Reserve Fund Bylaw, 2009, No. 3682, Amendment Bylaw, 2025, No. 4397” be adopted.

8. REPORTS

8.1 Temporary Use Permit for 1467 Mustang Place - Issuance 56

Recommendation:

That Temporary Use Permit No. TUP000026, for 1467 Mustang Place, be issued.

9. NEW BUSINESS

10. OPEN QUESTION PERIOD

11. ADJOURNMENT

11.1 Adjournment of the Meeting

Recommendation:

That the Tuesday, February 11, 2025, Council Meeting be adjourned.

PROCLAMATION

WHEREAS: It is deemed desirable to designate Heritage Week as a week set aside for citizens to give recognition and pay special tribute to the character and cultural diversity of their community; and

WHEREAS: The heritage of our community has attracted the attention of individuals, organizations and businesses who seek to preserve, restore and present this legacy for posterity; and

WHEREAS: Citizens should have the opportunity to explore and appreciate the civic heritage of their community, and to assist in the work of preserving the evidence of significant civic activity of their community; and

WHEREAS: It is believed that all residents of the City of Port Coquitlam would wish to celebrate their heritage by observing such a week in a manner which would enhance appreciation of the civic heritage of their community;

NOW THEREFORE: I, Glenn Pollock, Acting Mayor of the Corporation of the City of PortCoquitlam,

DO HEREBY PROCLAIM
February 17 - 23, 2025 as
“Heritage Week”
in the City of Port Coquitlam

Glenn Pollock
Acting Mayor



PROCLAMATION

WHEREAS: Kin Canada has been a vibrant, responsible, all-Canadian service organization devoted to serving communities across Canada since 1920; and

WHEREAS: Kin Canada clubs and their members have demonstrated excellence, pride, integrity, inclusiveness, and compassion in their pursuit of further enriching our community; and

WHEREAS: Kin Canada is celebrating its 105th anniversary on February 20, 2025; and

WHEREAS: I encourage all in our community to thank and congratulate our local Kin Canada club members who give so generously of their time and talent for the betterment of our region.

NOW THEREFORE: I, Glenn Pollock, Acting Mayor of the Corporation of the City of Port Coquitlam,

DO HEREBY PROCLAIM

**Thursday, February 20th, 2025 as
“Kin Canada Day”**

and declare the week of

**February 16th – 22nd, 2025 as
“Kin Canada Week”
in the City of Port Coquitlam**

Glenn Pollock
Acting Mayor



Housing Agreement Bylaw for 3630 Westwood Street – Adoption

RECOMMENDATION:


That “Housing Agreement Bylaw for 3630 Westwood Street, 2025, No. 4393” be adopted.

PREVIOUS COUNCIL/COMMITTEE ACTION

On January 28, 2025, Council gave first three readings to “Housing Agreement Bylaw for 3630 Westwood Street, 2025, No. 4393”.

On January 14, 2025, Committee of Council directed staff to bring forward a new Housing Agreement Bylaw to replace Housing Agreement Bylaw, 2023, No. 4311 which increases the number of secure rental and non-market rental housing units.

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Adopt the Bylaw.
	2	Defer adoption of the Bylaw and request staff to provide additional information (to be specified).
	3	Decline adoption of the Bylaw, which will retain the existing Bylaw.

Attachment 1 – Bylaw 4393

Attachment 2 – Report to Committee, January 14, 2025

CITY OF PORT COQUITLAM

HOUSING AGREEMENT FOR 3630 WESTWOOD STREET BYLAW, 2025

Bylaw No. 4393

The Council of the Corporation of the City of Port Coquitlam enacts as follows:

1. CITATION

This Bylaw is cited as "Housing Agreement for 3630 Westwood Street Bylaw, 2025, No. 4393".

2. ADMINISTRATION

2.1 The Mayor and the Corporate Officer are authorized to execute the Housing Agreement substantially in the form of the document attached to and forming part of this Bylaw as Schedule "A", between the City of Port Coquitlam and Mosaic Town and Centre One Holdings Ltd.

2.2 The Agreement is in respect to housing units located on the lands with the civic addresses of 3630 Westwood Street and legally described as:

LOT 2, DISTRICT LOT 4, GROUP 1, TOWNSHIP 39, PLAN
EPP124681

3. REPEAL

That "Housing Agreement for 3620, 3640, 3646, 3650 Westwood Street and 3639 and 3643 Woodland Drive Bylaw, 2023, No. 4331" and any subsequent amendments, be repealed.

READ A FIRST TIME this	28 th day of	January, 2025
READ A SECOND TIME this	28 th day of	January, 2025
READ A THIRD TIME this	28 th day of	January, 2025
ADOPTED this	day of	, 2025

Mayor

Corporate Officer

SCHEDULE A

SECTION 219 COVENANT - HOUSING AGREEMENT

(Section 219, *Land Title Act*)

(Section 483, *Local Government Act*)

THIS AGREEMENT is dated for reference the date of execution by the City on the Form C to which this Agreement is attached and which forms part of this Agreement

BETWEEN:

MOSAIC TOWN AND CENTRE ONE HOLDINGS LTD., having its offices at
500-2609 Granville Street, Vancouver, BC, V6H 3H3

(the “**Owner**”)

AND:

CITY OF PORT COQUITLAM, a municipal corporation having its offices at
2580 Shaughnessy Street, Port Coquitlam, BC, V3C 2A8

(the “**City**”)

WHEREAS:

- A. The Owner is the registered owner of the properties situated, lying and being in the City of Port Coquitlam, in the Province of British Columbia, described in Item 2 of the Form C attached hereto (the “**Lands**”);
- B. The Owner has submitted an application to the City to amend the zoning for the Lands (the “**Rezoning Application**”) to permit a development (the “**Development**”) that includes the construction on the Lands of a 30-storey building comprised of approximately four commercial units, 214 residential strata lots and, within the Air Space Parcel (as defined below), 78 residential dwelling units, all of which residential dwelling units within the Air Space Parcel are to be used and occupied only as Rental Housing (the “**Rental Units**”) (the component of the Development containing the Rental Units is referred to herein as the “**Rental Component**”);
- C. In connection with the completion of the Development, the Lands will be subdivided so that the Rental Units are contained in a separate air space parcel (the “**Air Space Parcel**”);
- D. The Rezoning Bylaw was approved on third reading on TBD subject to a number of preconditions, including that the Owner make arrangements to the satisfaction of the City to enter into a housing agreement pursuant to Section 483 of the *Local Government Act* securing not less than a total floor area of 34,937 square feet of secured non-market rental housing and 20,588 square feet of secured market rental housing in the Development;
- E. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements;

- F. Section 219 of the *Land Title Act* states that a covenant in favour of a municipality may be registered as a charge against title to land and is enforceable against the covenantor and its successors in title even if the covenant is not annexed to land owned by the municipality; and
- G. As a condition of the Rezoning Bylaw to permit the development of the Lands in the manner aforesaid, the Owner has agreed to enter into this Agreement with the City.

NOW THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and agree to and will not be denied, the Owner and the City covenant and agree as follows:

ARTICLE 1 – INTERPRETATION

Section 1.01 Definitions.

In this Agreement, the following terms have the following meanings:

- a) **“Agreement”** means this Section 219 Covenant — Housing Agreement together with all schedules, attachments and priority agreements attached hereto;
- b) **“Air Space Parcel”** has the meaning ascribed thereto in Recital C;
- c) **“Air Space Subdivision Plan”** means that air space subdivision plan of the Lands pursuant to which the Rental Component will be contained within the Air Space Parcel;
- d) **“Arbitration Act”** means the *Arbitration Act*, S.B.C. 2020, c. 2, as amended, replaced, restated, or re-enacted from time to time;
- e) **“Base Year”** has the meaning ascribed thereto in 0v);
- f) **“Building”** means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- g) **“Building Code”** means the British Columbia Building Code established by the British Columbia Building Code Regulation, B.C. Reg. 264/2012, or as may be amended, replaced, restated, or re-enacted from time to time;
- h) **“City Solicitor”** means the City Solicitor for the City of Port Coquitlam;
- i) **“Commencement Date”** means the date of adoption of the Rezoning Bylaw;
- j) **“Development”** has the meaning ascribed thereto in Recital B;
- k) **“Development Permit”** means the development permit issued, or to be issued, by the City authorizing development on the Lands, as amended from time to time, and the Development contemplated by the Rezoning Bylaw;

- l) **“Eligible Households”** means, for any given time period, priority will be given to those (i) Households identified as being eligible by BC Housing or CMHC and (ii) Households having an annual Household Income that is at or below 80% of the median total income of households for the City of Port Coquitlam as published by Statistics Canada, referred to under the census profile “median total income of households” for Port Coquitlam, City (CY) British Columbia [Census Subdivision], or its successor in function, for the most recent census year; provided that if Statistics Canada, or its successor in function, discontinues publication of the median total income of households for the City of Port Coquitlam, **“Eligible Households”** shall mean such other income threshold as agreed to in writing by the City and the Housing Operator operating the Non-Market Rental Units from time to time following consultation between the City, the Housing Operator, and the Owner;
- m) **“Fair Market Rent”** means the monthly rent which would be paid for a Rental Unit as between persons dealing in good faith and at arm’s length for a similar residential dwelling of comparable size and number of bedrooms in buildings similar in location, age, quality and materials as the Market Rental Units;
- n) **“Household”** means all of the individuals that occupy or propose to occupy a Rental Unit;
- o) **“Household Income”** means, for any period of time, the aggregate of gross income from all sources of a Household (other than individuals under the age of 19), based on the most recent tax returns filed with the Canada Revenue Agency for that period of time;
- p) **“Housing Operator”** has the meaning ascribed thereto in c);
- q) **“Land Title Act”** means the *Land Title Act*, R.S.B.C., 1996, c. 250, as amended, replaced, restated, or re-enacted from time to time;
- r) **“Land Title Office”** means the New Westminster Land Title Office;
- s) **“Lands”** has the meaning ascribed thereto in Recital A;
- t) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, c. 1, as amended, replaced, restated, or re-enacted from time to time;
- u) **“Market Rental Unit”** means a Rental Unit for which the monthly rent charged is Fair Market Rent;
- v) **“Non-Market Rent”** means, in respect of a Non-Market Rental Unit, the average monthly rent for all Non-Market Rental Units which shall be no greater than 1/12th of 30% of 80% of the median total income of households for the City of Port Coquitlam as defined by Statistics Canada and updated from time to time; provided that:
 - i. if at the time such Non-Market Rental Unit is to be rented for the first time there is no such current information from Statistics Canada, the Non-Market Rent for such Non-Market Rental Unit at such time will be equal to the amount it would have been had it been rented on January 1 of the year (the **“Base Year”**) immediately following the last year in respect of which Statistics Canada provided such information plus the percentage equal to (A) the percentage increase in the Consumer Price Index (All Items)

for the City of Vancouver from January 1 of the Base Year to the end of the year immediately prior to the year in which such Non-Market Rental Unit is rented plus (B) 2% per annum for such period (pro rated on a daily basis for any partial year); and

- ii. for any subsequent year for which Statistics Canada has not updated such information, the Non-Market Rent will be the Non-Market Rent payable in the immediately preceding year (as determined above) plus the percentage increase in the Consumer Price Index (All Items) for the City of Vancouver during the immediately preceding year plus 2%.

For greater certainty: (1) the Owner will not be in default under this Agreement if it charges a Non-Market Rent for any Non-Market Rental Unit based on the proviso set out above and if, following subsequent updating of such information by Statistics Canada, such Non-Market Rent is higher than as determined pursuant to such median total income of households as determined by Statistics Canada and (2) the Owner will not be required to reduce the Non-Market Rent for a Non-Market Rental Unit in any year if the median total income for households has decreased from what it was for the immediately preceding year;

- w) **“Non-Market Rental Unit”** means a Rental Unit occupied by an Eligible Household for which the monthly rent charged is Non-Market Rent;
- x) **“Notice”** has the meaning ascribed thereto in 0;
- y) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands;
- z) **“Owner”** has the meaning ascribed to it on Page 1 hereof and such Owner’s respective successors in title from time to time as the registered or beneficial owner from time to time of any portion of the Lands or, if subdivided as described in the Recitals above, the Air Space Parcel;
- aa) **“Rental Component”** has the meaning ascribed thereto in Recital B;
- bb) **“Rental Housing”** means a dwelling unit that is rented, and which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to individual third parties at arm’s length, for use as residential rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practice for rental residential accommodation, and subject to any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- cc) **“Rental Parking Area”** means the portion of the Development to be constructed for the parking of motor vehicles, including drive-aisles and access-ways, by occupants, tenants, and invitees of the Rental Units;
- dd) **“Rental Parking Stalls”** has the meaning ascribed thereto in I), or such other number or mix of parking stalls as is approved by the Development Permit;
- ee) **“Rental Units”** has the meaning ascribed thereto in Recital B;

- ff) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as amended, replaced, restated, or re-enacted from time to time;
- gg) **“Rezoning Application”** has the meaning ascribed thereto in Recital B;
- hh) **“Rezoning Bylaw”** means the City of Port Coquitlam Zoning Bylaw, 2008, No. 3630, as amended by Amendment Bylaw, 2022, No. 4282 and as further amended by Amendment Bylaw, 2025, No. 4394 enacted in relation to the Rezoning Application;
- ii) **“Term”** has the meaning ascribed thereto in 0; and
- jj) **“Zoning Bylaw”** means the City of Port Coquitlam Zoning Bylaw 2008 No. 3630, as amended, replaced, restated, or re-enacted from time to time.

Section 1.02 Interpretation.

In this Agreement:

- a) any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires;
- b) wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa as the context or the parties so require;
- c) the captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof; and
- d) references to the or this “Agreement” and the words “hereof”, “herein” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Article, Section, subsection or other subdivision is a reference to the designated Recital, Article, Section, subsection or subdivision hereof.

ARTICLE II – TERM

Section 2.01 The term (the **“Term”**) of this Agreement will commence on the Commencement Date and will end on the earlier of (i) the date that is sixty (60) years from the date when the final Occupancy Permit is issued for the originally constructed Rental Component described in Recital B and (ii) the date on which the City notifies the Owner in writing that the City has determined, in its sole discretion and at the sole cost of the Owner, that it is not economical to restore the Rental Component or to keep and maintain the Rental Component in tenantable condition to the standard required by this Agreement, and in such event, the City may abandon, surrender, and release the Owner from this Agreement and, at the Owner’s expense, cause the Notice of this Agreement to be removed from the title to the Lands; provided that any disagreement between the Owner and the City as to whether the City is obliged to abandon, surrender, and release the Owner from this Agreement pursuant to this 0 will be determined by arbitration conducted pursuant to the *Arbitration Act*, the cost of which arbitration will be borne

evenly as between the Owner and the City. Each party will bear the cost of its own legal counsel in connection with any arbitration pursuant to this 0.

Upon the expiry of the Term in accordance with this 0, the City will, at the cost of, and upon written request by, the Owner, release the Notice (and any covenant registered pursuant to Section 219 of the *Land Title Act* in respect of this Agreement) from title to the Lands and any portion thereof (including, without limitation, the Air Space Parcel).

Section 2.02 The Owner acknowledges that the City will file in the Land Title Office on title to the Lands this Agreement and a notice in respect of this Agreement (collectively, the “**Notice**”) and any amendments made thereto from time to time in accordance with 0.

ARTICLE III – RESTRICTIONS ON AND CONDITIONS OF USE AND SUBDIVISION

Section 3.01 The Owner covenants and agrees that:

- a) throughout the Term, the Lands and all Buildings situate thereon will not be used in any way that is inconsistent with the terms of this Agreement;
- b) the Owner will construct, and throughout the Term will maintain, not less than the following total floor area of Rental Units:
 - i. 20,588 square feet of Market Rental Units; and
 - ii. 34,937 square feet of Non-Market Rental Units,

in accordance with the Building Code, the Rezoning Bylaw, the Development Permit, any building permit issued pursuant thereto, and the requirements of this Agreement;
- c) in respect of each Non-Market Rental Unit:
 - i. at the start of the tenancy in respect of such Non-Market Rental Unit, such Non-Market Rental Unit shall not be occupied by a Household other than an Eligible Household;
 - ii. the monthly rent charged for such Non-Market Rental Unit shall be Non-Market Rent; and
 - iii. subject to the terms and conditions of any reciprocal easement agreement between the owner of the Air Space Parcel and the other components of the Development, the occupants thereof will be entitled to access to and use of (on a non-exclusive basis with the occupants of the Market Rental Units and with other users of the Development) all amenity areas available to the Rental Component (including the co-working space located on level 1 of the Development, the indoor amenity space located on level 5 of the Development and the outdoor amenity space of the Development);
- d) all Rental Units shall be operated and managed by one or more of the following entities: (i) a housing society, (ii) BC Housing, (iii) a non-profit housing corporation, or (iv) other entity approved by the City in writing (each a “**Housing Operator**”), and the Owner shall cause each Housing Operator to enter into an agreement with the City, in form and content satisfactory to

the City, pursuant to which the Housing Operator has agreed to comply with the terms of this Agreement (for greater certainty and notwithstanding anything to the contrary contained herein, neither the foregoing nor any other provision of this Agreement will preclude the Rental Units from being owned by any person, firm or entity so long as such person, firm or entity complies with this paragraph (d) and the other provisions of this Agreement);

- e) no Rental Unit shall be used for residential tenancies having a term of less than 30 days;
- f) throughout the Term, no Rental Units will be used or occupied except as Rental Housing;
- g) throughout the Term, but subject to 0, the Owner will not suffer, cause, or permit the Lands to be subdivided, including by way of strata plan or air space plan;
- h) throughout the Term, the Owner will not suffer, cause or permit the beneficial or registered title to or any interest in and to the Rental Component, or any portion thereof, to be sold, leased (excepting residential tenancy agreements with individuals), or otherwise transferred unless the transferee(s) of the registered and beneficial title or interest, as applicable to the interest transferred, prior to and as a condition of closing enters into an assumption agreement satisfactory to the City whereby such transferee agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- i) throughout the Term, the Owner will insure, or cause to be insured, the Rental Component and all parts thereof, to the reasonable replacement cost against perils normally insured against in the City of Port Coquitlam by reasonable and prudent owners of similar premises and lands;
- j) throughout the Term and unless and until the City consents otherwise in writing by way of an amendment to this Agreement on request of the Owner, the Owner will keep and maintain the Rental Component, including without limitation the Rental Units, in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted, and fit for human habitation and consistent with the general standards required by the *Residential Tenancy Act* and all other applicable statutes, regulations, bylaws, and rules in effect from time to time for residential rental units of similar age and character in the City of Port Coquitlam from time to time and will comply with the same, including health and safety standards applicable to the Development; provided that, subject to and in accordance with Section 532 of the *Local Government Act*, if the Rental Component or any part of thereof is damaged or destroyed by any means whatsoever including fire, the Owner will promptly restore, repair, and replace the same whenever and as often as damage occurs to at least as good a state and condition as existed before such damage occurred;
- k) throughout the Term, upon issuance of an Occupancy Permit for the Rental Component, the Owner will post and will at all times maintain, and update from time to time as applicable, signage at the main entrance to the Rental Component which signage clearly sets out the then current name and contact information for the building operator or manager for means of contact for residents and other persons;
- l) throughout the Term, the Owner confirms and acknowledges that at all times within the Rental Parking Area, there will be not less than 54 parking stalls (the “**Rental Parking Stalls**”) and not less than 78 bicycle stalls, provided however that in the event the City requires a number or mix of parking stalls different from those set out in the Development Permit, “**Rental Parking Stalls**”

shall mean the number and mix of parking stalls prescribed in the Development Permit, and without limiting the foregoing, the Owner agrees and acknowledges that the Owner, including any tenant, resident or other occupant of or visitor to any Rental Unit, will not do anything and will not enter into any arrangement with any person that prevents or could prevent the Rental Parking Stalls being available for rent by the tenants, residents or other occupant of or visitors to the Rental Units, as applicable; provided that it is acknowledged by the City that up to two (2) of the Rental Parking Stalls may be assigned for the exclusive use of a resident, tenant, or other occupant of any one Rental Unit as determined by the Owner from time to time;

- m) throughout the Term, the Owner will not amend the number or composition of the Rental Units or the Rental Parking Stalls once an Occupancy Permit for the Rental Component has been issued, without the prior written consent of the City, which consent may be arbitrarily withheld;
- n) throughout the Term, the Owner will not demolish the Rental Component or any portion thereof without the prior written consent of the City and, in any case, without a demolition permit therefor issued by the City in the City's sole discretion, and following any such demolition the Owner will use and occupy any replacement rental development that may be constructed within the Rental Component in compliance with this Agreement to the same extent and in the same manner as this Agreement applies to the original Rental Component or portion thereof; and
- o) the Owner will include in each tenancy agreement in respect of a Non-Market Rental Unit, to the extent permitted by the *Residential Tenancy Act*, a clause entitling the Owner to terminate such tenancy agreement if:
 - i. the Non-Market Rental Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - ii. the tenant of such Non-Market Rental Unit subleases the Non-Market Rental Unit or assigns the tenancy agreement in the whole or in part,

and in the case of each such event, the Owner may, at its option, provide to the tenant under the applicable tenancy agreement a notice of termination, unless termination of such tenancy agreement by the Owner would not be permitted in the circumstances pursuant to the *Residential Tenancy Act* or the *Human Rights Code* or any other applicable law. Such notice of termination will provide that the termination of the tenancy will be effective two (2) months following the date of such notice or as required by the *Residential Tenancy Act* in the circumstances described in subparagraphs (i) and (ii) above, or such longer period as the Owner considers to be fair and reasonable given the circumstances of the termination.

Section 3.02 For greater certainty, the City confirms and agrees that:

- a) there are no restrictions under this Agreement on the monthly rent which the Owner may require the occupant of a Market Rental Unit to pay or on any additional costs such as fees for parking and bicycle storage and charges for utility services (such as gas, water, sewer, garbage and recycling, television, telephone, internet and other services not usually included in rent, whether payable to the Owner or to any third-party utility provider) which the Owner may require the occupant of a Market Rental Unit to pay;

- b) there are no restrictions under this Agreement on any additional costs such as fees for parking and bicycle storage and charges for utility services (such as gas, water, sewer, garbage and recycling, television, telephone, internet and other services not usually included in rent, whether payable to the Owner or to any third-party utility provider) which the Owner may require the occupant of a Non-Market Rental Unit to pay, provided that such additional costs for parking and bicycle storage cannot exceed the cost therefor charged to occupants of the Market Rental Units; and
- c) the Owner will be obligated to ensure that a Non-Market Rental Unit is occupied by an Eligible Household only at the start of the tenancy in respect of such Non-Market Rental Unit and the Owner will not be deemed to be in default under this Agreement if such Household subsequently ceases to be an Eligible Household.

ARTICLE IV – OCCUPANCY RESTRICTION ON THE LANDS

Section 4.01 Throughout the Term, the Owner covenants and agrees with the City that, notwithstanding that the Owner may be otherwise entitled, the Owner will not, and will not suffer or permit any other person to occupy the Rental Units, except as otherwise provided in this Agreement, unless the Owner has delivered to the City, in form satisfactory to the City’s Director of Development Services, in her or his sole discretion from time to time, evidence that the Rental Units are owned or operated by, or leased to, for the duration of the Term, a Housing Operator.

The Owner agrees that in the event that an agreement in respect of the operation of the Non-Market Rental Units, as aforesaid, is surrendered, terminated, or discharged from title, as the case may be, prior to the expiry of the Term, or if title to the Non-Market Rental Units is transferred prior to the expiry of the Term, the Owner will forthwith provide the City with written notice of such surrender, termination, discharge, or transfer.

ARTICLE V – RECORD KEEPING

Section 5.01 The Owner will keep accurate records pertaining to the use and occupancy of the Rental Component, including but not limited to: 1) rent rolls that detail the specific monthly rent received for each of the Non-Market Rental Units; and 2) detailed tenant files which include evidence that tenants of Non-Market Rental Units meet the eligibility criteria for Non-Market Rental Units, such records to be to the satisfaction of the City. At the request of the City, from time to time (but no more often than once per calendar year), the Owner will make such records available for inspection and copying by the City and, if required by the City, accompanied by a Statutory Declaration in form satisfactory to the City. The City will comply with the Owner’s statutory obligations with respect to privacy of such information.

Section 5.02 Notwithstanding anything to the contrary in 0 above, any lender to the Owner which acquires title to the Rental Component shall only be required to use commercially reasonable efforts to satisfy the obligations in 0.

ARTICLE VI – SUBDIVISION OF THE LANDS

Section 6.01 Notwithstanding g), subject to compliance with all applicable requirements of the City's Approving Officer and City Council, this Agreement, and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by the deposit of an air space subdivision plan, provided that the Rental Component will thereafter be contained within one single air

space parcel, and the residents, tenants, or other occupants of, or visitors to, the Rental Component are provided with registered easements that grant, *inter alia*, use and access to facilities and amenities for the exclusive or shared use of the Rental Component, including without limitation, the Rental Parking Area.

Section 6.02 The Owner acknowledges and agrees with the City as follows:

- a) as the Lands have not yet been subdivided to create the Air Space Parcel as of the date of this Agreement, the City may file the Notice of this Agreement in the Land Title Office on title to the Lands, provided that preparation and land title filing costs for such Notice will be borne by the Owner; and
- b) following the deposit of the Air Space Subdivision Plan and the issuance of a final Occupancy Permit for the Rental Component, the Owner may apply to the City for a partial release of the Notice (and any covenant registered pursuant to Section 219 of the *Land Title Act* in respect of this Agreement) from title to all of the Lands other than the Air Space Parcel, and the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to consent to the release of the Notice (and any covenant registered pursuant to Section 219 of the *Land Title Act* in respect of this Agreement) as aforesaid such that the Notice (and any covenant registered pursuant to Section 219 of the *Land Title Act* in respect of this Agreement) is filed solely upon the title of the Air Space Parcel, and if desired by the City in the City's sole discretion, to fully release the Notice (and any covenant registered pursuant to Section 219 of the *Land Title Act* in respect of this Agreement) and to file a new Notice (including any covenant registered pursuant to Section 219 of the *Land Title Act* in respect of this Agreement) in replacement against title to the Air Space Parcel, and this Agreement shall be and remain in full force and effect and, but for the partial release or full release, as applicable, unamended, provided further that:
 - i. the City Solicitor is satisfied that such release will not unreasonably alter, restrict, or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Component or in respect of the Air Space Parcel pursuant to this Agreement;
 - ii. any such partial or full release will be prepared by the Owner at its sole cost and will be in form and substance acceptable to the City Solicitor;
 - iii. the City will have a reasonable amount of time to review, execute, and return any such release to the Owner; and
 - iv. all preparation and land title filing costs associated with any such partial release will be borne by the Owner;

and provided always that the Air Space Parcel will not be further subdivided by strata plan or otherwise for the entirety of the Term of this Agreement.

ARTICLE VII – INDEMNITY

Section 7.01 As an integral part of this Agreement, pursuant to Section 219(6)(a) of the *Land Title Act*, the Owner hereby indemnifies the City from and against any and all liability, actions, causes of action, claims, suits, proceedings, judgements, damages, expenses, demands, losses and expenses

(including the full amount of all legal fees and disbursements incurred by the City to enforce the restrictions under 0 of this Agreement) at any time suffered or incurred by, or brought against, the City, or any of its elected or appointed officials, officers, employees or agents, arising from or connected with any breach of this Agreement or the enforcement by the City of this Agreement.

Section 7.02 The Owner covenants and agrees with the City that, in addition to any other remedies available to the City under this Agreement or at law or equity, if the Owner defaults under the terms of this Agreement, including without limitation omitting, failing or neglecting to carry out any of its obligations contained in this Agreement and doing or carrying out an act contrary to the Owner's obligations contained in this Agreement:

- a) the Owner shall rectify such default within 30 days of receipt of written notice of such default to the Owner by the City;
- b) if the Owner fails to cure such default to the satisfaction of the City within the required time frame specified in a), the City may deliver to the Owner a second notice in respect of such default and, if the Owner fails to cure such default to the satisfaction of the City within 30 days after receipt by the Owner of such second notice, then the City may, but is under no obligation to, enter onto the Lands and rectify such default to the extent considered necessary by the City (provided that if the City, in case of emergency, does not consider that it has time to deliver either the notice referred to in a) or such second notice, it may, but is under no obligation to, enter onto the Lands and rectify such default to the extent considered necessary by the City);
- c) if the Owner fails to take such positive action as the City considers necessary to rectify any default as provided for herein, the City may apply to court for a mandatory or prohibitive order requiring the Owner to take such action; and
- d) the Owner shall pay to the City on demand the aggregate of the City's costs of rectifying any default of the Owner under this Agreement together with any other fees, costs, and other amounts the Owner may owe to the City from time to time pursuant to or arising from this Agreement, plus a sum equal to 15% of the collective amount of such fees, costs, and other monies on account of the City's overhead costs, provided that the City will be entitled to grant full or partial relief to the Owner from such obligation to pay, and if the Owner fails to pay such amounts to the City within 30 days from the date the Owner receives any such demand from the City, any and all arrears will bear interest from the date of demand to the date of payment at the prime rate of the Bank of Nova Scotia plus 3% per annum.

Section 7.03 Survival of Indemnity. This 0 will remain effective, and will survive any modification of, or partial release or release of the covenants created by this Agreement, and the termination of this Agreement, whether by fulfillment of the covenants contained in this Agreement or otherwise.

ARTICLE VIII – GENERAL PROVISIONS

Section 8.01 Amendment.

- a) This Agreement may be amended from time to time by agreement between the Owner and the City. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the City.

- b) Without limiting the generality of 0a), the Owner and the City agree that if BC Housing or Canada Mortgage and Housing Corporation (“**CMHC**”) requires any reasonable changes to this Agreement in order for the Owner or the Housing Operator to secure financing from BC Housing or CMHC in relation to the operation of the Non-Market Rental Units, then the parties will use commercially reasonable efforts to amend this Agreement to address the requirements of BC Housing or CMHC concerns, as the case may be, and to file replacements, or modifications, to this Agreement and any other charges registered on title to the Lands, to the extent required to reflect such amendment, within a reasonable time.

Section 8.02 Legislation. Any reference to a law or statute herein includes and is a reference to such law or statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any law or statute or applicable regulation amending, replacing, or superseding any of the same.

Section 8.03 Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be Pacific Standard Time.

Section 8.04 No Effect on Rights. Nothing contained or implied herein will prejudice the rights and powers of the City in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and this Agreement does not impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement, nor does this Agreement relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

Section 8.05 Benefit of City. The City is a party to this Agreement for the purpose only of receiving the covenants, promises and agreements as provided in the terms of this Agreement and is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the Lands, the Development or any portion thereof and the City may at any time execute a release for the discharge of the Notice of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

Section 8.06 Agreement Runs with the Lands. Following the filing of the Notice in the Land Title Office, subject to b), this Agreement and, if applicable, any amendments thereto, will be binding on all persons who acquire an interest in the land affected by this Agreement, as amended if applicable, and any parcel from which it is subdivided by any means and any parcel into which it is consolidated. It is further expressly agreed that this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by City Council and thereafter if an amendment is signed by the City and the Owner.

Section 8.07 Housing Agreement/Section 219 Covenant. The Owner acknowledges and agrees that this Agreement constitutes both a covenant under Section 219 of the *Land Title Act* and a housing agreement under Section 483 of the *Local Government Act*.

Section 8.08 Limitation on Owner's Obligations. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands or such applicable portions thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands or any portion thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands or such portions thereof, as the case may be.

Section 8.09 Enurement. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Section 8.10 Further Assurances. The parties will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

Section 8.11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

Section 8.12 Severability. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, 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.

Section 8.13 Waiver. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

Section 8.14 No Fiduciary Relationship. Nothing contained in this Agreement will be deemed in any way, or for any purpose, to constitute the City a partner, agent or legal representative of the Owner in the conduct of any business or otherwise, or a member of a joint venture or joint enterprise with the Owner, or to create any fiduciary relationship between the City and the Owner.

Section 8.15 Joint and Several. If the Owner consists of more than one person, firm, or corporation, from time to time, the Owner's obligations under this Agreement shall be joint and several.

Section 8.16 Survival. Subject to 0, and notwithstanding anything contained herein, the Owner covenants and agrees that the obligations of the Owner, including without limitation those set out in 0, shall survive termination or release of this Agreement.

Section 8.17 Notice. Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:

- a) the Clerk of the City or the Owner, or its successor in title, or a director of the Owner or successor in title, if applicable, has been served personally, on the date of service; or
- b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to, in the case of the City, at the address provided in this Agreement, or in the case of the Owner, or

its successor in title, at the address noted on the Certificate of Title for the Lands, or to whatever address a party may from time to time provide to the other party.

Section 8.18 Owner’s Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

- a) the Owner has the full and complete power, authority, and capacity to enter into, execute, and deliver this Agreement and to bind its interest in the Lands with the interests in lands created hereby;
- b) upon execution and delivery of this Agreement and the filing of the Notice, the interests in land created hereby will encumber the Owner’s interest in the Lands;
- c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- d) the foregoing representations, warranties, covenants, and agreements will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

Section 8.19 Counterparts. This Agreement may be executed and delivered by the parties hereto in one or more counterparts, each of which will be an original.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement on the Form C to which this Agreement is attached and which form part of this Agreement, effective as of the date first written above.

CONSENT AND PRIORITY AGREEMENT

WHEREAS the BANK OF MONTREAL (the “**Chargeholder**”) is the holder of Mortgage CA9642474, extended by CA9753303 and CB52048, and Assignment of Rents CA9642475, extended by CA9753304 and CB52049, registered against the lands legally described as Lot 2 District Lot 4 Group 1 Township 39 New Westminster District Plan EPP124681 (the “**Lands**”) to which this Consent and Priority Agreement is attached) at the Land Title Office (collectively, the “**Interest**”).

NOW THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSES THAT:

In consideration of \$1.00 now paid to the Chargeholder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Chargeholder hereby consents to the granting of the Section 219 Covenant (the “**Agreement**”) to which this Consent and Priority Agreement is attached, postpones the Interest to this Agreement and covenants that this Agreement will bind the Interest and rank in priority upon the Lands over the Interest as if this Agreement had been executed, delivered and registered prior to the execution, delivery and registration of the Interest and prior to the advance of any funds thereunder.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement by executing the Agreement on the General Instrument – Part 1 which is a part hereof.

CONSENT AND PRIORITY AGREEMENT

WHEREAS REDBRICKS MORTGAGE INVESTMENT CORP. (the “**Chargeholder**”) is the holder of Mortgage CA9642476, extended by CA9753305 and CB52050, and Assignment of Rents CA9642477, extended by CA9753306 and CB52051, registered against the lands legally described as Lot 2 District Lot 4 Group 1 Township 39 New Westminster District Plan EPP124681 (the “**Lands**”) to which this Consent and Priority Agreement is attached) at the Land Title Office (collectively, the “**Interest**”).

NOW THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSES THAT:

In consideration of \$1.00 now paid to the Chargeholder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Chargeholder hereby consents to the granting of the Section 219 Covenant (the “**Agreement**”) to which this Consent and Priority Agreement is attached, postpones the Interest to this Agreement and covenants that this Agreement will bind the Interest and rank in priority upon the Lands over the Interest as if this Agreement had been executed, delivered and registered prior to the execution, delivery and registration of the Interest and prior to the advance of any funds thereunder.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement by executing the Agreement on the General Instrument – Part 1 which is a part hereof.

Rezoning Application for 3630 and 3638 Westwood Street and 2803 Anson Avenue

RECOMMENDATIONS:

That Committee of Council:

1. *Direct Staff to bring forward an amendment to the Zoning Bylaw to amend Comprehensive Development Zone 40 which includes the following provisions:*
 - a. *A maximum floor area ratio of 7.03 for Lot 1;*
 - b. *A maximum building height of 100m for Lot 1;*
 - c. *A minimum indoor amenity space of 367m² for Lot 1;*
 - d. *A minimum outdoor amenity space of 1637m² for Lot 1; and*
 - e. *Remove parking and density bonus regulations.*
2. *Direct Staff to bring forward a new Housing Agreement Bylaw to replace Housing Agreement Bylaw, 2023, No. 4311 which increases the number of secure rental and non-market rental housing units.*
3. *Recommend to Council that prior to adoption of the zoning amendment bylaw the following conditions be met to the satisfaction of the Director of Development Services:*
 - a. *Adoption of the new Housing Agreement Bylaw and registration of the associated S.219 Covenant on the property title;*
 - b. *Submission of a contribution to the area capital transportation and infrastructure projects; and*
 - c. *Submission of a density bonus contribution.*

PREVIOUS COUNCIL/COMMITTEE ACTION

December 5, 2023 – Committee approved Development Permit DP000500 and DP000501 for two high-rise mixed-use developments at 3630, 3638 Westwood Street and for plaza landscaping at 2803 Anson Avenue.

October 10, 2023 – Council amended the Zoning Bylaw to permit two high-rise mixed-use developments at 3630, 3638 Westwood Street, and 2803 Anson Avenue.

September 12, 2023 – Council adopted Housing Agreement Bylaw, 2023, No. 4311 which ensures the site is developed with rental and non-market rental housing with defined affordability and tenant eligibility requirements.

REPORT SUMMARY

This report provides for Committee consideration of an application to amend the Comprehensive Development Zone 40 (CD40) to enable four additional storeys of apartment housing at 3638 Westwood Street. In staff's opinion, the land use, density and design continue to meet City's policies and public benefit objectives pertaining to the provision of housing in frequent transit development areas. The recommended bylaw conditions are intended to ensure mix of housing tenure and

Rezoning Application for 3630 and 3638 Westwood Street and 2803 Anson Avenue

affordability, provision of servicing and transportation improvements to support development in this area, and the submission of the density bonus contribution offered by the applicant.

BACKGROUND

History and Proposal: In 2023, the City adopted Comprehensive Development Zone 40 and a Housing Agreement bylaw, and issued development permits (DP000500 and DP000501) which enabled construction of two high-rise residential towers with ground level commercial uses fronting Westwood Street at 3630 and 3638 Westwood Street, and a small pocket park at 2803 Anson Avenue. The approved development design provides for a 28-storey tower on Lot 1 (3638 Westwood Street, north of Anson Avenue) and a 30-storey tower on Lot 2 (3630 Westwood Street, south of Anson Avenue). The City has issued a building permit for the 30-storey tower on Lot 2, and it is now under construction.

In 2023, the Province prescribed the site and surrounding neighbourhood as a Transit-Oriented Area (TOA) as a mechanism to encourage higher density, transit supportive development in areas close to SkyTrain stations. In keeping with this new designation, the applicant (Mosaic Homes) has requested amendments to the CD zone, the Housing Agreement bylaw and DP000500 to permit construction of 42 additional units on Lot 1 and an increase of the total number of homes in the two-tower development from 556 to 598. The proposed development would provide for construction of 4 additional floors on the 28-storey building, includes 8 additional secure rental housing units (5 non-market and 3 market rental units), additional indoor and outdoor amenities and increased density bonus and area infrastructure contributions.

Site Context: The site consists of three parcels and is located within the area referred to as the Westwood/Woodland Triangle, with Westwood Street acting as the border between the cities of Port Coquitlam and Coquitlam. The site is also located 400m from Lincoln Skytrain Station.



Location map

Rezoning Application for 3630 and 3638 Westwood Street and 2803 Anson Avenue

In keeping with Provincial direction, the surrounding area has been designated for higher density transit-oriented development in the City's Official Community Plan; existing development is generally low rise commercial and single residential but the area is expected to transition in accordance with municipal and provincial policies.

The development site has recently been cleared, a temporary sales center has been constructed on 3638 Westwood Street and construction of the 30-storey tower is underway at 3630 Westwood Street.

Policy and Regulations

- a. *Provincial Legislation:* The *Local Government Act* (LGA) has been amended to include minimum densities and building heights and prohibits minimum residential parking requirements in areas designated as TOAs. The Act also includes new requirements pertaining to density benefit and inclusionary zoning bylaws. In June 2024, the Province issued Port Coquitlam a Housing Target Order of 2,279 new housing units by July 31, 2029.
- b. *OCP Land Use Designation and Policies:* The site is designated Frequent Transit Development in the Official Community Plan (OCP) providing for consideration of higher density, mixed-use development. The policies of the OCP specify that development should include elements such as: a mix of residential and commercial use; a mix of housing size and tenure that align with housing need; provision of amenities and amenity space; compatible, attractive and contextually appropriate building and site design; pedestrian and bicycle linkages and adequate servicing.
- c. *Zoning:* The site is zoned Comprehensive Development Zone 40 (CD40) which permits apartment uses above ground floor commercial uses and townhouses along Woodland Drive. The CD40 zone regulations were crafted to allow a 28-storey building at 3638 Westwood Street and a 30-storey building at 3630 Westwood Street and included specified parking, density bonus and inclusionary housing (market and non-market rental unit) provisions.
- d. *Parking and Development Management Bylaw:* In keeping with the LGA, the Bylaw does not require residential parking on properties designated as Frequent Transit Development in the OCP.
- e. *Housing Needs Assessment:* The 2024 Housing Needs Assessment found that affordability continues to be the biggest housing issue in Port Coquitlam and concluded that a range of affordability levels and unit types should be included in new development, with a particular need for deeply affordable and below market rental.
- f. *Affordable and Family-Friendly Housing and Density Bonus Policies:* These policies support the provision of secure non-market housing units and density bonus contributions in new development.

Rezoning Application for 3630 and 3638 Westwood Street and 2803 Anson Avenue

g. *Development Permit:* OCP design policies promote coordination of siting and building design; use of high-quality cladding materials; consideration of the relationship between buildings and open areas; and, the overall visual impact of buildings and landscaping. Through the rezoning process, site-specific design guidelines were registered on the property title to guide future development. The site is also subject to the Environmental Conservation development permit area (DPA) designation of the OCP. The Environmental Conservation DPA objectives and design guidelines encourage sustainable development and building design; efficient use of energy, water and other resources; and, reduction of waste and pollution.

Development Permits DP000500 and DP000501 were approved by Committee on December 5, 2023, to permit development of a 30-storey building at 3630 Westwood Street and a 28-storey building at 3638 Westwood Street. If the proposed rezoning is successful an amendment to development permit DP000500 would be brought forward for Committee consideration.

Proposed Development (Amendment): The applicant has requested the CD40 zone regulations be amended for Lot 1 (3638 Westwood Street) to increase the maximum building height from 88m (28 storeys) to 100m (32 storeys) and increase the maximum floor area ratio from 6.1 to 7.03. To ensure the amenity needs of the new households are met, the applicant has also revised the building design to provide additional indoor and outdoor amenity space at the previously approved ratio of (1.2m² indoor and 4.8m² of outdoor space per apartment unit).

The LGA prohibits the City from requiring minimum residential parking stalls to be provided for the property; the developer noted the intent to construct 287 residential stalls and 8 visitor stalls to meet the needs of residents.

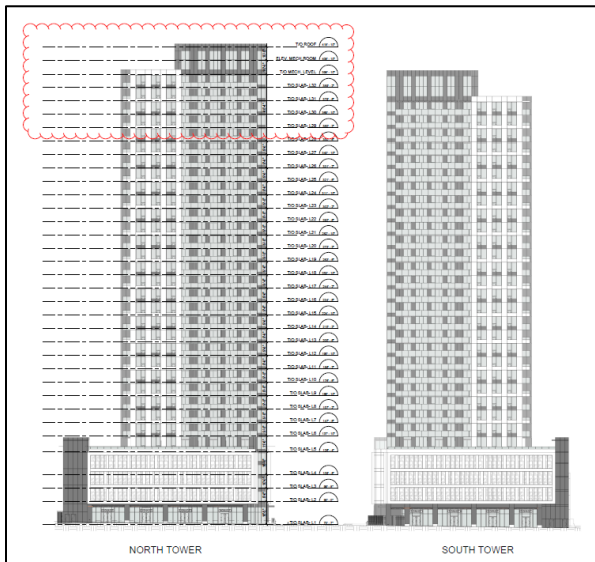


Image showing 4 additional floors

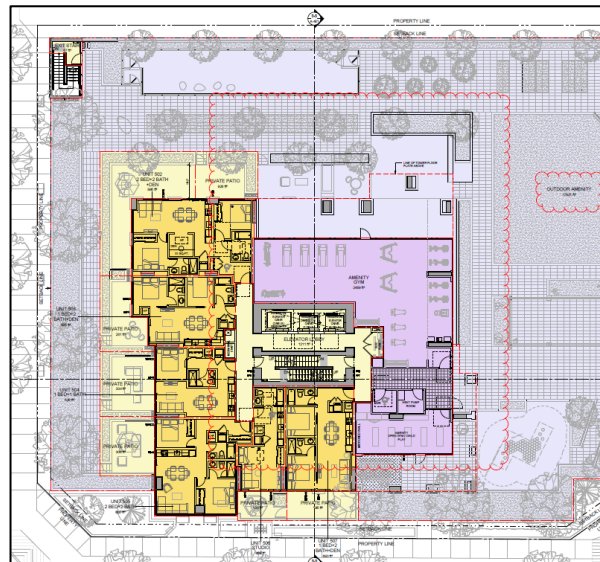


Image showing expanded amenity spaces

Rezoning Application for 3630 and 3638 Westwood Street and 2803 Anson Avenue

Transportation and Infrastructure: As noted in the 2023 rezoning application report, a number of neighbourhood transportation and infrastructure improvements are needed to accommodate growth in this area of the city including significant sanitary sewer, road, sidewalk and intersection upgrades. The applicant provided a \$1,416,688 contribution based on \$2,584 per anticipated dwelling unit growth in the area for these works. Anticipating cost escalation of approximately 15% since 2023, the applicant has offered an additional \$124,824 contribution (based on \$2,972 per dwelling unit ¹) for these neighbourhood transportation and infrastructure projects.

Density Bonus and Affordable Housing: In accordance with established City policy, the current CD40 zone includes density bonus provisions for both Lot 1 and Lot 2 at the rate of \$50 per square foot for residential density in excess of 1.5 FAR and the provision for secure affordable rental housing. In keeping with this, the applicant has offered an additional \$1,265,850 density bonus contribution (a total contribution of \$8,391,500 for Lot 2) and the provision of 8 additional secure rental housing units. As noted in the 2023 rezoning application report, the market and non-market housing units are to be bundled together and owned/operated by a non-profit housing provider.

DISCUSSION

The OCP and additional City policies establish how the community is intended to develop, designates lands for uses in keeping with these policies and provides guidance on the types of housing, services and community supports the City should encourage. The Frequent Transit Development OCP land use designation supports consideration of high-density mixed-use development at the site and the recent Provincial Housing Statutes promote locating high density housing in close proximity to rapid transit. The proposed additional housing units will help the City meet our Provincial Housing Target Order and, in particular, the additional rental housing units will assist in closing gaps identified in the Housing Needs Assessment.

Staff do not anticipate the additional building height or density will have any significant impact to surrounding property and the additional indoor and outdoor amenity space will continue to meet the needs of future residents and recommend support of the proposal. Accordingly, staff recommend amendment to CD 40 Zone to reflect the proposed additional Lot 1 height, density and amenity space provisions and to remove regulations pertaining to provision of density bonus, affordable housing and parking in accordance with Provincial direction.

Staff further recommend an updated Housing Agreement Bylaw to reflect the provision of the additional secure rental units, a density bonus contribution of \$8,391,500 and a \$124,824 contribution to the area capital transportation and infrastructure projects be provided as a condition of the rezoning.

¹ The area capital transportation and infrastructure projects will be reevaluated for future development as cost and benefitting growth become further defined.

Rezoning Application for 3630 and 3638 Westwood Street and 2803 Anson Avenue

FINANCIAL IMPLICATIONS

There are no immediate financial implications for this report, however, the revised development will result in an increase in property tax revenue once the development occurs. The development will also provide additional density bonus and transportation and infrastructure project contributions.

OPTIONS (✓ = Staff Recommendation)

	#	Description
<input checked="" type="checkbox"/>	1	Direct staff to bring forward a zoning bylaw amendment and housing agreement bylaw which include the recommended provisions for consideration by Council.
	2	Request additional information to aid Committee in making a decision on the rezoning application.
	3	Recommend to Council the application be refused.

ATTACHMENTS

Attachment 1: Architectural and landscape design concept drawings

Lead author(s): Bryan Sherrell

Sewer Regulation and Waterworks Regulation Amendment Bylaws – Adoption

RECOMMENDATION:

That:


- 1) “Sewer Regulation Bylaw, 2016, No. 3936, Amendment Bylaw, 2025, No. 4391” be adopted; and
- 2) “Waterworks Regulation Bylaw, 2016, No. 3935, Amendment Bylaw, 2025, No. 4392” be adopted.

PREVIOUS COUNCIL/COMMITTEE ACTION

On January 28, 2025, Council gave first three readings to:

- 1) “Sewer Regulation Bylaw, 2016, No. 3936, Amendment Bylaw, 2025, No. 4391”; and
- 2) “Waterworks Regulation Bylaw, 2016, No. 3935, Amendment Bylaw, 2025, No. 4392”.

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Adopt the Bylaws.
	2	Defer adoption of the Bylaws and request staff to provide additional information (to be specified).
	3	Decline adoption of the Bylaws, which will retain the existing Bylaws.

Attachment 1 – Bylaw 4391

Attachment 2 – Bylaw 4392

Attachment 3 – Report to Committee, January 28, 2025

CITY OF PORT COQUITLAM
SEWER REGULATION AMENDMENT BYLAW, 2025
Bylaw No. 4391

The Council of the Corporation of the City of Port Coquitlam enacts as follows:

1. CITATION

This Bylaw is cited as “Sewer Regulation Bylaw, 2016, No. 3936, Amendment Bylaw, 2025, No. 4391”.

2. ADMINISTRATION

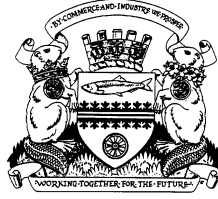
2.1 That “Sewer Regulation Bylaw, 2016, No. 3936” be amended by replacing Schedule “A”, “B” and “D” with the Schedule “A”, “B” and “D”, attached hereto, and forming part of this Bylaw.

READ A FIRST TIME this	28 th day of	January, 2025
READ A SECOND TIME this	28 th day of	January, 2025
READ A THIRD TIME this	28 th day of	January, 2025
ADOPTION TIME this	day of	, 2025

Mayor

Corporate Officer

Schedule "A"



A. Residential Properties:

	Rate
(a) Single Residential dwelling unit	\$575.00
(b) Each additional dwelling unit *	\$495.00
(c) Each townhouse unit	\$530.00
(d) Each apartment unit	\$435.00

* For each secondary suite, coach house, or additional dwelling unit located in a duplex or any form of multiple housing including manufactured home parks or individual guest rooms in motels, hotels, boarding houses, rooming houses, bed and breakfast businesses, and dormitories, as well as individual stores and individual or complementary rooms for business and personal services occupancies and not covered in parts (c) or (d) of Sections A and B.

B. Metered Rates:

Minimum charge	\$90.83
Per cubic meter	\$1.3284

Any owner or occupier of real property other than residential users shall be charged for the use of the sewerage system on the basis of the quantity of water delivered to the real property by the City waterworks system. All rates for sewer shall become due and payable the first day of January, the first day of April, the first day of July, the first day of October, each and every year.

A user of the sewerage system who establishes to the satisfaction of the Director of Engineering & Public Works or designate that the discharge into the sewerage system is less than seventy five percent of the water delivered by the municipal waterworks system to his parcel of real property, by using in whole or in part the water so delivered in an industrial or commercial process or product, or in irrigation; or by discharging the water so delivered or part thereof directly into a natural water course or body of water; shall have the user charge reduced corresponding to the actual quantity of discharge.

C. Premises Used for Mixed Purposes

For premises used for mixed or multiple purposes which include a connection or service to a residential premise as well as another use, the Owner shall pay:

- (i) the rate prescribed under Section A of this schedule for each Residential Premise that, directly or indirectly, receives water from the Water System; plus
- (ii) the rate prescribed under Section B of this schedule for the Non-Residential premises.

Schedule "A" Cont'd

The City may send a single invoice covering all non-residential strata lots to the Strata Corporation, or to Strata Lot 1 or to both, as the City may on a case by case basis decide. If the Rates as set out on the invoice remain unpaid as of December 31 of the billing year, the Director of Engineering & Public Works or designate shall allocate volume of water as set out on the invoice among properties that shall pay the Metered rates as set out above, and determine the charges and penalties owing by the Owners of each strata title lot. Such charges shall be deemed to have been due and payable by each owner as of December 31 and the provisions of Section 231 of the *Community Charter* shall apply.

D. Recent purchase or sale

To meet the eligibility requirements in Section 5(b) or (c) of the Bylaw, the claimant must be the registered owner of the eligible residence and living on the property as his/her principal residence at the time the application is made. Therefore, the application for the waiver must be made prior to the conveyance of the dwelling. This is because sale of the property is conclusive evidence that it has ceased to be the principal residence of the vendor. Once a conveyance is completed, the vendor is no longer eligible for the waiver.

Circumstances may arise in which full utilities are paid by the vendor but no waiver is claimed. The waiver is a reduction of indebtedness for current year utilities and must be claimed by the individual who actually paid that debt. Since the indebtedness was paid by the vendor, no waiver can be allowed to the purchaser. The waiver cannot be prorated.

E. Late Payment Penalties:

Accounts billed for Residential purposes

A penalty of 5% shall be added to the outstanding flat rate balances levied for the current year under Sections A and C of this Schedule after:

- (a) March 31, 2025; and
- (b) June 2, 2025

Accounts billed for Metered purposes

A penalty of 10% shall be added to the outstanding balances levied for the current year under Section B of this Schedule, after:

- (a) the penalty date established for the quarter period; or
- (b) thirty (30) days from the billing date.

F. Senior Citizen's Waiver:

Every owner and occupier of property who:

- (a) Sixty-five years of age or over at any time during the calendar year in which the charge is assessed; and
- (b) The owner of the property for which the charge is assessed; and
- (c) Who resides on the property and considers it to be his principal residence; and

Schedule "A" Cont'd

- (d) Who has not applied for a senior citizen waiver of water rates on any other property in the City of Port Coquitlam during the calendar year in which the charge is assessed; and
- (e) Who does not own any other property as defined in the Assessment Act; and
- (f) The property does not contain a suite; and
- (g) Whose total annual net income for 2023 (line 236) does not exceed the threshold of \$30,580 per person if they are the sole occupier of the residence or the threshold of \$38,074 if more than one person occupies the residence;

Shall be considered persons in special circumstances where additional benefits are warranted and shall be entitled to a waiver of one half (50%) of the applicable annual rate for their principal residence levied under this Bylaw. In order to qualify for the senior citizen's waiver the owner of the parcel shall complete, sign and submit a declaration in the form attached as Schedule D to this Bylaw to the Manager of Revenue and Collections.

A copy of the 2023 Canada Revenue Agency Notice of Assessment MUST be included with the application for a sewer and water fee subsidy.

Each approved application will be valid for two (2) consecutive years, provided all other requirements are met.

G. Disability Waiver:

Every owner and occupier of property who:

- (a) Designated as a person with disabilities, and receiving disability assistance, hardship assistance or a supplement, under the *BC Employment and Assistance for persons with Disabilities Act* or is a person with disabilities, or am the spouse or relative with disabilities, and the person with disabilities resides with the owner and the collector has been provided with the required Schedule C; and
- (b) The owner of the property for which the charge is assessed; and
- (c) Who resides on the property and considers it to be his principal residence; and
- (d) Who has not applied for a senior citizen waiver of water rates on any other property in the City of Port Coquitlam during the calendar year in which the charge is assessed; and
- (e) Who does not own any other property as defined in the Assessment Act; and
- (f) The property does not contain a suite; and
- (g) Whose total annual net income 2023 (line 236) does not exceed the threshold of \$30,580 per person if they are the sole occupier of the residence or the threshold of \$38,074 if more than one person occupies the residence;

Shall be considered persons in special circumstances where additional benefits are warranted and shall be entitled to a waiver of one half (50%) of the applicable annual rate for their principal residence levied under this Bylaw. In order to qualify for the senior citizen's waiver the owner of the parcel shall complete, sign and submit a declaration in the form attached as Schedule D to this Bylaw to the Manager of Revenue and Collections.

SCHEDULE "A" Cont'd

A copy of the 2023 Canada Revenue Agency Notice of Assessment **MUST** be included with the application for a sewer and water fee subsidy.

Schedule "B"

2025 APPLICATION FOR SUITE EXEMPTION

I, _____, am the registered owner of the property located at _____

and I hereby apply for exemption of the water levies for the reason that the SUITE:

- Does not exist (effective date _____).
- Has not and will not be rented or occupied at any time during this calendar year. *(Additional dwelling unit/suite means one or more rooms forming a single unit that is used or intended to be used as a residence and contains cooking, eating, sleeping, and sanitary facilities).*
- Is occupied by my parent(s) or grandparent(s) and I occupy the other residence on the property as my principal residence. (Please Note: parent(s) or grandparent(s) must be related by blood, marriage, or adoption). The exemption for parent(s) and grandparent(s) will be equal to 50% of the levy charged for the additional dwelling unit/suite.
- Is occupied by a caregiver who is providing extensive physical assistance for a fee (minimum \$150 per month) to me or to my spouse, parent or child (circle as applicable), and I occupy one the other residence on the property as my primary residence and the person receiving such assistance occupies one of the residences on the property as his or her primary residence. *(Please note: parent(s) or grandparent(s) or child must be related by blood, marriage, or adoption).*

I hereby declare the above to be true and I further understand that pursuant to the relevant Bylaw, any person who signs an untrue declaration is guilty of an offence and shall be liable to additional levies equal to the sum of the exemption amount plus twice the initial levy amount. A physical inspection by a bylaw officer of the City may be required.

IT IS AN OFFENCE TO MAKE A FALSE APPLICATION

Print Name _____ Signature of Registered Owner _____

Date _____, 2025 Phone Number _____

THIS APPLICATION MUST BE COMPLETED ANNUALLY AND SUBMITTED TO CITY HALL NO LATER THAN DECEMBER 31st OF EACH YEAR. IF SITUATIONS CHANGE AND THE SUITE IS RENTED OR OCCUPIED, PLEASE NOTIFY THE CITY HALL AT WHICH TIME ADDITIONAL CHARGES AND PENALTIES IF APPLICABLE WILL BE LEVIED.

OFFICE USE

ROLL NO:

Schedule "D"

2025 APPLICATION FOR A SEWER AND WATER USER FEE SUBSIDY.

I am the owner and occupier of _____ (address)

I am 65 years of age (or over): my date of birth is _____ or I am a designated as a person with disabilities, and receiving disability assistance, hardship assistance or a supplement, under the *BC Employment and Assistance for Persons with Disabilities Act* or is a person with disabilities, or am the spouse or relative with disabilities and the person with disabilities reside with the owner.

I live on the property and consider it to be my principal residence and the property does not contain a suite.

I do not own any other property as defined in the Assessment Act.

There are (including myself) _____ person(s) living at the above address. The following is my (our) 2023 income. All income must be shown below, including Pensions, Interest, rent etc.

My total annual net income does not exceed \$30,580 or our household annual net income does not exceed \$38,074.

I have not applied for a sewer or water user fee subsidy on any other property during this calendar year.

Source of Income

		Amount
1. Owner	Old Age Pension	_____
	Canada Pension	_____
	Guaranteed Income Supplement	_____
	Other Income	_____
2. Spouse and all other occupants of the household	Old Age Pension	_____
	Canada Pension	_____
	Guaranteed Income Supplement	_____
	Other Income	_____
Total Net Income (Line 236)		=====

I have attached a copy of my (our) 2023 Canada Revenue Agency Notice of Assessment(s)

I understand that I will be required to sign this form each year, as long as I remain eligible for this waiver. I agree to provide the collector with any documentation necessary to establish my eligibility for the waiver, including the 2023 Revenue Canada Notice of Assessment.

AND I MAKE THIS SOLEMN DECLARATION CONSCIENTIOUSLY BELIEVING IT TO BE TRUE, AND KNOWING THAT IT IS OF THE SAME FORCE AND EFFECT AS IF MADE UNDER OATH AND BY VIRTUE OF THE 'CANADA EVIDENCE ACT'.

Print Name _____ Signature of Registered Owner _____

Phone Number _____ Dated at Port Coquitlam, BC this _____ day of _____, 2025.

PLEASE COMPLETE AND RETURN BEFORE DUE DATE TO AVOID PENALTIES.

The personal information on this form is collected under the authority of the Municipalities Enabling and Validating Act and will be used for the purpose of determining eligibility for a waiver as per Bylaw No. 3936. If you have any questions about the use and collection of this information, contact the Tax Collector at 604-927-5426.

CITY OF PORT COQUITLAM
WATERWORKS REGULATION AMENDMENT BYLAW, 2025

Bylaw No. 4392

The Council of the Corporation of the City of Port Coquitlam enacts as follows:

1. CITATION

This Bylaw is cited as “Waterworks Regulation Bylaw, 2016, No. 3935, Amendment Bylaw, 2025, No. 4392”.

2. ADMINISTRATION

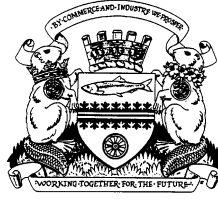
2.1 That “Waterworks Regulation Bylaw, 2016, No. 3935” be amended by replacing Schedule “B”, “C” and “E” with the Schedule “B”, “C”, and “E” attached hereto, and forming part of this Bylaw.

READ A FIRST TIME this	28 th day of	January, 2025
READ A SECOND TIME this	28 th day of	January, 2025
READ A THIRD TIME this	28 th day of	January, 2025
ADOPTION TIME this	day of	, 2025

Mayor

Corporate Officer

Schedule "B"



A. Residential Properties:

	Rate
(a) Single Residential dwelling unit	\$585.00
(b) Each additional dwelling unit*	\$505.00
(c) Each townhouse unit	\$540.00
(d) Each apartment unit	\$445.00

* For each secondary suite, coach house, or additional dwelling unit located in a duplex or any form of multiple housing including manufactured home parks or individual guest rooms in motels, hotels, boarding houses, rooming houses, bed and breakfast businesses, and dormitories as well as individual stores and individual or complementary rooms for business and personal services occupancies and not covered in parts (c) or (d) of Sections A and B.

B. Meter Rates:

Rates for water shall be for the quantity used in any three (3) month period as indicated by meter, which shall be installed on the water service for the purpose of registering the quantity of water used. All rates for water shall become due and payable the first day of January, the first day of April, the first day of July, the first day of October, each and every year.

Minimum charge	\$99.29 minimum charge
0 – 50,000 cubic meters	\$1.2274 per cubic meter
Over 50,000 cubic meters	\$1.5827 per cubic meter

C. Other Rates:

For premises used solely for residential purposes and which have an unfiltered swimming pool situated thereon:

The rates and penalties provided in Section B of this schedule.

D. Fire Lines:

For each connection made to the water utility system to provide a standby for fire protection only and not used except in the case of fire:

(a) For a Ten Inch (10") connection	\$1,115.00 per annum
(b) For an Eight Inch (8") connection	\$ 964.00 per annum
(c) For a Six Inch (6") connection	\$ 740.00 per annum
(d) For a Four Inch (4") connection	\$ 564.00 per annum
(e) For a Two Inch (2") connection	\$ 461.00 per annum

Schedule "B" Cont'd

E. Premises Used for Mixed Purposes:

For premises used for mixed or multiple purposes which include a connection or service to a residential premise as well as another use, the Owner shall pay:

- (i) the rate prescribed under Section A of this schedule for each Residential Premise that, directly or indirectly, receives water from the Water System; plus
- (ii) the rate prescribed under Section B of this schedule for the Non-Residential premises.

The City may send a single invoice covering all non-residential strata lots to the Strata Corporation or to Strata Lot 1 or to both, as the City may on a case by case basis decide. If the Rates as set out on the invoice remain unpaid as of December 31 of the billing year, the Director of Engineering & Public Works or designate shall allocate volume of water as set out on the invoice among properties that shall pay the Metered rates as set out above, and determine the charges and penalties owing by the Owners of each strata title lot. Such charges shall be deemed to have been due and payable by each owner as of December 31 and the provisions of Section 231 of the *Community Charter* shall apply.

F. Recent purchase or sale

To meet the eligibility requirements in Section 6 (b) and (c) of the Bylaw, the claimant must be the registered owner of the eligible residence and living on the property as his/her principal residence at the time the application is made. Therefore, the application for the waiver must be made prior to the conveyance of the dwelling. This is because sale of the property is conclusive evidence that it has ceased to be the principal residence of the vendor. Once a conveyance is completed, the vendor is no longer eligible for the waiver.

Circumstances may arise in which full utilities are paid by the vendor but no waiver is claimed. The waiver is a reduction of indebtedness for current year utilities and must be claimed by the individual who actually paid that debt. Since the indebtedness was paid by the vendor, no waiver can be allowed to the purchaser. The waiver cannot be prorated.

G. Late Payment Penalties:

Accounts billed for Residential purposes

A penalty of 5% shall be added to the outstanding balances levied for the current year after:

- (a) March 31, 2025; and
- (b) June 2, 2025

Accounts billed for Metered purposes

A penalty of 10% shall be added to the outstanding balances levied for the current year after:

- (a) the penalty date established for the quarter period; or
- (b) thirty (30) days from the billing date.

Schedule "B" Cont'd

H. Senior Citizen's Waiver:

Every owner and occupier of property who:

- (a) Sixty-five years of age or over at any time during the calendar year in which the charge is assessed; and
- (b) The owner of the property for which the charge is assessed; and
- (c) Who resides on the property and considers it to be his principal residence; and
- (d) Who has not applied for a senior citizen waiver of water rates on any other property in the City of Port Coquitlam during the calendar year in which the charge is assessed; and
- (e) Who does not own any other property as defined in the Assessment Act; and
- (f) The property does not contain a suite; and
- (g) Whose total annual net income for 2023 (line 236) does not exceed the threshold of \$30,580 per person if they are the sole occupier of the residence or the threshold of \$38,074 if more than one person occupies the residence;

Shall be considered persons in special circumstances where additional benefits are warranted and shall be entitled to a waiver of one half (50%) of the applicable annual rate for their principal residence levied under this Bylaw. In order to qualify for the senior citizen's waiver, the owner of the parcel shall complete, sign and submit a declaration in the form attached as Schedule E to this Bylaw to the Manager of Revenue and Collections.

A copy of the 2023 Canada Revenue Agency Notice of Assessment MUST be included with the application for a sewer and water fee subsidy.

I. Disability Waiver:

Every owner and occupier of property who:

- (a) Designated as a person with disabilities, and receiving disability assistance, hardship assistance or a supplement, under the *BC Employment and Assistance for persons with Disabilities Act* or is a person with disabilities, or am the spouse or relative with disabilities, and the person with disabilities resides with the owner and the collector has been provided with the required Schedule D; and
- (b) The owner of the property for which the charge is assessed; and
- (c) Who resides on the property and considers it to be his principal residence; and
- (d) Who has not applied for a senior citizen waiver of water rates on any other property in the City of Port Coquitlam during the calendar year in which the charge is assessed; and
- (e) Who does not own any other property as defined in the Assessment Act; and
- (f) The property does not contain a suite; and

Schedule "B" Cont'd

- (g) Whose total annual net income for 2023 (line 236) does not exceed the threshold of \$30,580 per person if they are the sole occupier of the residence or the threshold of \$38,074, if more than one person occupies the residence;

Shall be considered persons in special circumstances where additional benefits are warranted and shall be entitled to a waiver of one half (50%) of the applicable annual rate for their principal residence levied under this Bylaw. In order to qualify for the senior citizen's waiver, the owner of the parcel shall complete, sign and submit a declaration in the form attached as Schedule E to this Bylaw to the Manager of Revenue and Collections.

A copy of the 2023 Canada Revenue Agency Notice of Assessment **MUST** be included with the application for a sewer and water fee subsidy.

Schedule "C"

2025 APPLICATION FOR SUITE EXEMPTION

I, _____, am the registered owner of the property located at _____

and I hereby apply for exemption of the water levies for the reason that the SUITE:

- Does not exist (effective date _____).
- Has not and will not be rented or occupied at any time during this calendar year. *(Additional dwelling unit/suite means one or more rooms forming a single unit that is used or intended to be used as a residence and contains cooking, eating, sleeping, and sanitary facilities).*
- Is occupied by my parent(s) or grandparent(s) and I occupy the other residence on the property as my principal residence. (Please Note: parent(s) or grandparent(s) must be related by blood, marriage, or adoption). The exemption for parent(s) and grandparent(s) will be equal to 50% of the levy charged for the additional dwelling unit/suite.
- Is occupied by a caregiver who is providing extensive physical assistance for a fee (minimum \$150 per month) to me or to my spouse, parent or child (circle as applicable), and I occupy one the other residence on the property as my primary residence and the person receiving such assistance occupies one of the residences on the property as his or her primary residence. *(Please note: parent(s) or grandparent(s) or child must be related by blood, marriage, or adoption).*

I hereby declare the above to be true and I further understand that pursuant to the relevant Bylaw, any person who signs an untrue declaration is guilty of an offence and shall be liable to additional levies equal to the sum of the exemption amount plus twice the initial levy amount. A physical inspection by a bylaw officer of the City may be required.

IT IS AN OFFENCE TO MAKE A FALSE APPLICATION

Print Name _____ Signature of Registered Owner _____

Date _____, 2025 Phone Number _____

THIS APPLICATION MUST BE COMPLETED ANNUALLY AND SUBMITTED TO CITY HALL NO LATER THAN DECEMBER 31ST OF EACH YEAR. IF SITUATIONS CHANGE AND THE SUITE IS RENTED OR OCCUPIED, PLEASE NOTIFY THE CITY HALL AT WHICH TIME ADDITIONAL CHARGES AND PENALTIES IF APPLICABLE WILL BE LEVIED.

OFFICE USE
ROLL NO:

Schedule "E"

2025 APPLICATION FOR A SEWER AND WATER USER FEE SUBSIDY.

I am the owner and occupier of _____
 (Address)

I am 65 years of age (or over): my date of birth is _____ or I am a designated as a person with disabilities, and receiving disability assistance, hardship assistance or a supplement, under the *BC Employment and Assistance for Persons with Disabilities Act* or is a person with disabilities, or am the spouse or relative with disabilities and the person with disabilities reside with the owner.

I live on the property and consider it to be my principal residence and the property does not contain a suite.

I do not own any other property as defined in the Assessment Act.

There are (including myself) _____ person(s) living at the above address. The following is my (our) 2023 income.

All income must be shown below, including Pensions, Interest, rent etc.

My total annual net income does not exceed \$30,580 or our household annual net income does not exceed \$38,074.

Source of Income

		Amount
1. Owner	Old Age Pension	_____
	Canada Pension	_____
	Guaranteed Income Supplement	_____
	Other Income	_____
2. Spouse and all other occupants of the household	Old Age Pension	_____
	Canada Pension	_____
	Guaranteed Income Supplement	_____
	Other Income	_____
Total Net Income (Line 236)		_____

I have attached a copy of my (our) 2023 Canada Revenue Agency Notice of Assessment(s)

I understand that I will be required to sign this form each year, as long as I remain eligible for this waiver. I agree to provide the collector with any documentation necessary to establish my eligibility for the waiver, including the 2023 Revenue Canada Notice of Assessment.

AND I MAKE THIS SOLEMN DECLARATION CONSCIENTIOUSLY BELIEVING IT TO BE TRUE, AND KNOWING THAT IT IS OF THE SAME FORCE AND EFFECT AS IF MADE UNDER OATH AND BY VIRTUE OF THE 'CANADA EVIDENCE ACT'.

Print Name _____ Signature of Registered Owner _____

Phone Number _____ Dated at Port Coquitlam, BC this _____ day of _____, 2025

PLEASE COMPLETE AND RETURN BEFORE DUE DATE TO AVOID PENALTIES.

The personal information on this form is collected under the authority of the Municipalities Enabling and Validating Act and will be used for the purpose of determining eligibility for a waiver as per Bylaw No. 3935. If you have any questions about the use and collection of this information, contact the Tax Collector at 604-927-5426.

2025 Water and Sewer Amendment Bylaws

RECOMMENDATION:

That Committee of Council support the Water and Sewer Utility rate increases averaging 7.18% and 30.98% respectively, and the applicable Bylaws be referred to Council.

REPORT SUMMARY

Driven by Metro Vancouver rate increases for the purchase of water and disposal of sewage, the proposed 2025 utility budgets represent an average 7.18% increase in water and 30.98% in sewer rates over 2024.

Water and sewer regulation bylaws are brought to Council in advance of the City's financial plan bylaw in order to ensure that utility bills, for which payments are due March 31 each year, are mailed out to property owners in late February.

BACKGROUND

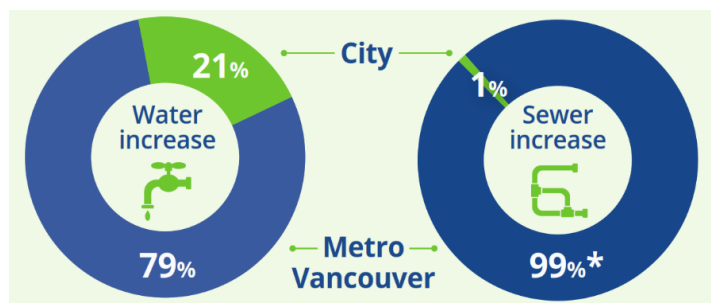
Annually the Utilities Division within Public Works safely delivers in excess of 10 million cubic meters of high-quality potable water to 25,910 serviced customers within the City. Employees operate, maintain and construct a city-wide transmission and distribution system that delivers safe and reliable drinking water and ensure adequate flows and pressures are maintained for the City's fire protection needs. The Utilities Division also provides an essential service for the collection and disposal of liquid wastewater. Employees in this division operate, maintain, and construct collection infrastructure that mitigates environmental impact as a result of blockages and overflows, and transfer of wastewater to Metro Vancouver's transmission system and treatment facilities.

DISCUSSION

The 2025 utility budget for water and sewer is based on maintaining 2024 service levels. As such, levy increase and budget changes primarily reflect Metro Vancouver cost escalations, City labour contract estimates, and offsets due to reserve contributions, and do not contain any proposed enhancements or reductions to services.

City vs Metro Vancouver Rates

Charges from Metro Vancouver for bulk water purchases and sanitary sewer discharge make up the largest portion of the utility budgets, and thus driving majority of the increase in any given year. For 2025, this Metro Vancouver increase was 79% of the total Water levy and 99% of the Sewer levy.



2025 Water and Sewer Amendment Bylaws

Metro Vancouver rate increases are primarily driven by increases in borrowing costs related to significant capital construction. The increase in 2025 includes \$84 per household for the Northshore Waste Water Treatment project cost overruns.

In addition to funding the cost of annual operations driven by Metro Vancouver, the City continues to invest in its infrastructure by including an increase of 1% to the levy. This results in total annual contributions of \$3.5 million and \$1.8 million to water and sewer respectively to fund the replacement/enhancement of utility infrastructure (pipes, pumps, valves, etc.), major repairs, and other expenditures that are not part of regular operations.

The *Community Charter* requires that proposed expenditures and transfers to other funds must not exceed the total of the proposed funding sources and transfers from other funds for the year (i.e. the organization cannot budget for a surplus/deficit). As such, after factoring revenues, expenses and transfers to and from reserves, the net water and sewer budget balances to zero.

Seniors' Discount

In 2024, the seniors' discount (a reduction of 50% of the levy for a principal residence) was given to seniors whose income did not exceed \$29,632 or had a household income that did not exceed \$36,893. 2024 saw an approximate 7.4% increase in the number of properties claiming the discount.

Senior's Discount - Five Year Trend

Rate Class	2020	2021	2022	2023	2024
# of Senior's Discounts	324	297	262	310	333
Total Cost	\$117,133	\$113,595	\$101,494	\$123,993	143,802

The 2025 seniors' waiver is based on the taxpayer's 2023 Revenue Canada Notice of Assessment, which will be the most recent information available in February and March when the discounts are being processed. Since Statistics Canada no longer publishes the low-income threshold, the annual threshold increase for the seniors' discount will increase based on the Statistics Canada CPI increase for Vancouver 3.2% (December 2024). The resulting threshold for 2025 will be \$30,580 per person or \$38,074 per household.

FINANCIAL IMPLICATIONS

The proposed 2025 utility budgets represent an average 7.18% increase in water and 30.98% in sewer rates over 2024. The principal factors driving this are increases in Metro Vancouver charges for bulk water purchases and levy for sanitary sewer discharge. The following is a snap shot of the levy based on operating budget and the overall impact per average household to the levy in dollars and percentage:

2025 Water and Sewer Amendment Bylaws

Water Levy	2024	2025	Levy Change	% Levy Change
City Costs	180.25	190.90	10.64	1.48%
Metro Vancouver Water Charges (8.6%)	310.86	335.46	24.60	5.70%
Total Water Increase	491.11	526.36	35.24	7.18%*

*average household

Sewer Levy	2024	2025	Levy Change	% Levy Change
City Costs	123.79	131.57	7.77	0.36%
Metro Vancouver Sewer Charges (42%)	271.96	386.80	114.84	30.62%
Total Sewer Increase	395.75	518.37	122.61	30.98%*

*average household

OPTIONS (✓ = Staff Recommendation)

	#	Description
<input checked="" type="checkbox"/>	1	That Committee of Council support the Water and Sewer Utility rate increases averaging 7.18% and 30.98% respectively, and the applicable Bylaws be referred to Council.
<input type="checkbox"/>	2	Refer the Bylaws back to staff for further information (to be specified).

ATTACHMENTS

Attachment 1 – Waterworks Regulation Amendment Bylaw No. 4392

Attachment 2 – Sewer Regulation Amendment Bylaw No. 4391

Lead author(s): Kushal Pachchigar

Contributing author(s): Shelly Ryan

2024-2028 Financial Plan Amendment Bylaw – Adoption

RECOMMENDATION:

That “2024-2028 Financial Plan Bylaw, 2024, No. 4365, Amendment Bylaw, 2025, No. 4388” be adopted.

PREVIOUS COUNCIL/COMMITTEE ACTION

On January 28, 2025, Council gave first three readings to “2024-2028 Financial Plan Bylaw, 2024, No. 4365, Amendment Bylaw, 2025, No. 4388”.

On January 28, 2025, Committee of Council considered “2024-2028 Financial Plan Bylaw, 2024, No. 4365, Amendment Bylaw, 2025, No. 4388” and asked staff to forward the Bylaw to Council for approval.

On May 7, 2024, Council adopted “2024-2028 Financial Plan Bylaw, 2024, No. 4365”.

OPTIONS (✓ = Staff Recommendation)

	#	Description
<input checked="" type="checkbox"/>	1	Adopt the Bylaw.
<input type="checkbox"/>	2	Defer adoption of the Bylaw and request staff to provide additional information (to be specified).
<input type="checkbox"/>	3	Decline adoption of the Bylaw, which will retain the existing Bylaw.

Attachment 1 – Bylaw 4388

Attachment 2 – Report to Committee, January 28, 2025

CITY OF PORT COQUITLAM
2024-2028 FINANCIAL PLAN AMENDMENT BYLAW

Bylaw No. 4388

The Council of the Corporation of the City of Port Coquitlam enacts as follows:

1. CITATION

This Bylaw is cited as “2024-2028 Financial Plan Bylaw, 2024, No. 4365, Amendment Bylaw, 2025, No. 4388”.

2. ADMINISTRATION

That the “2024-2028 Financial Plan Bylaw No. 4365”, is amended by removing Schedule “A” and Schedule “B-1” and “B-2” and replacing them with the following Schedule “A” and Schedules “B-1” and “B-2” pages attached hereto and forming part of this Bylaw.

READ A FIRST TIME this	28 th day of	January, 2025
READ A SECOND TIME this	28 th day of	January, 2025
READ A THIRD TIME this	28 th day of	January, 2025
ADOPTED this	day of	, 2025

Mayor

Corporate Officer

SCHEDULE "A"

Proposed Funding Sources and Expenditures

	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget
Revenues					
Taxation & Other Levies	\$ 85,504,400	\$ 88,014,400	\$ 90,599,700	\$ 93,262,500	\$ 96,005,200
Utility Charges	30,241,400	31,157,500	32,046,600	32,962,200	33,905,200
Sale of Services	8,424,100	8,424,100	8,424,100	8,424,100	8,424,100
Contributions	25,956,300	18,539,900	3,102,700	3,102,700	3,102,700
Permits & Licences	3,702,600	3,702,600	3,702,600	3,702,600	3,702,600
Investment Income	3,011,800	3,011,800	3,011,800	3,011,800	3,011,800
Penalties & Fines	704,000	704,000	704,000	704,000	704,000
Other Revenues	473,800	473,800	473,800	473,800	473,800
Total Revenues	\$ 158,018,400	\$ 154,028,100	\$ 142,065,300	\$ 145,643,700	\$ 149,329,400
Expenditures					
City Operating Expenditures	\$ 113,532,100	\$ 112,420,900	\$ 112,222,300	\$ 114,598,800	\$ 117,046,300
External Debt Interest Expense	1,727,300	1,727,300	1,727,300	1,727,300	1,727,300
Amortization	12,000,000	12,000,000	12,000,000	12,000,000	12,000,000
Total Operating Expenditures	\$ 127,259,400	\$ 126,148,200	\$ 125,949,600	\$ 128,326,100	\$ 130,773,600
Net Revenue (Expenditure)	\$ 30,759,000	\$ 27,879,900	\$ 16,115,700	\$ 17,317,600	\$ 18,555,800
Allocations					
Net Transfers from Reserves	\$ 71,667,479	\$ 20,612,500	\$ 15,594,800	\$ 3,391,800	\$ 3,098,000
Net Transfers (to) Reserves	(27,289,579)	(24,410,100)	(25,576,900)	(26,778,800)	(28,017,000)
Capital Expenditures	(84,598,100)	(33,543,500)	(15,594,800)	(3,391,800)	(3,098,000)
Capital Contributed by Developers	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)
Unfunded Amortization	12,000,000	12,000,000	12,000,000	12,000,000	12,000,000
External Debt Principal Repayment	(1,538,800)	(1,538,800)	(1,538,800)	(1,538,800)	(1,538,800)
Total Allocations	\$ (30,759,000)	\$ (27,879,900)	\$ (16,115,700)	\$ (17,317,600)	\$ (18,555,800)
Financial Plan Balance	\$ -	\$ -	\$ -	\$ -	\$ -

SCHEDULE "B1"
Transfer From Reserves

	2024	2025	2026	2027	2028
	Budget	Budget	Budget	Budget	Budget
General Capital	\$ 19,312,900	\$ 10,960,200	\$ 13,158,500	\$ 2,113,600	\$ 1,457,000
Sewer Infrastructure	8,738,400	730,000	110,000	-	-
Growing Communities Grant	8,016,800	-	-	-	-
Vehicles & Equipment	7,278,100	960,000	-	-	-
Amenities	4,858,900	-	-	-	-
Social Housing	4,012,279	-	-	-	-
Water Infrastructure	3,612,200	2,096,100	472,500	-	-
Roads (MRN)	1,250,000	-	-	-	-
Long Term Sewer Infrastructure	1,200,000	-	-	-	-
Land Sale	841,100	170,000	170,000	170,000	170,000
Long Term General Infrastructure	644,200	3,775,000	-	-	-
Water Rate Stabilization	535,000	535,000	535,000	-	535,000
RCMP	879,300	495,400	492,100	440,000	425,900
Downtown	402,000	275,700	286,700	298,200	310,100
Cart Replacement	294,600	730,000	110,000	-	-
Sewer Rate Stabilization	200,000	200,000	200,000	200,000	200,000
Transit Shelters	164,100	165,000	-	-	-
Parking	156,700	-	-	-	-
Cemetery	115,100	-	-	-	-
Election	-	-	-	-	-
Allocated Accumulated Surplus - General	8,984,600	-	-	-	-
Allocated Accumulated Surplus - Water	122,800	-	-	-	-
Allocated Accumulated Surplus - Sewer	48,400	-	-	-	-
Long Term Water Infrastructure	-	-	-	-	-
Total Transfers from Reserves	\$ 71,667,479	\$ 21,092,400	\$ 15,534,800	\$ 3,221,800	\$ 3,098,000

**SCHEDULE “B2”
Transfers to Reserves**

	2024	2025	2026	2027	2028
	Budget	Budget	Budget	Budget	Budget
General Capital	\$ 10,654,600	\$ 10,654,600	\$ 10,654,600	\$ 10,654,600	\$ 10,654,600
Long Term General Infrastructure	3,951,800	4,813,600	5,701,200	6,615,400	7,557,100
Community Amenities and Special Needs Housing	4,012,279	-	-	-	-
Water Infrastructure	3,159,800	3,159,800	3,159,800	3,159,800	3,159,800
Sewer Infrastructure	1,535,600	1,535,600	1,535,600	1,535,600	1,535,600
Vehicle & Equipment	1,356,100	1,356,100	1,356,100	1,356,100	1,356,100
Roads (MRN)	592,500	592,500	592,500	592,500	592,500
Long Term Water Infrastructure	485,700	605,600	729,100	856,400	987,600
Downtown Projects	319,600	319,600	319,600	319,600	319,600
Federal Gas Tax	257,300	257,300	257,300	257,300	257,300
Land Sale	255,000	255,000	255,000	255,000	255,000
Long Term Sewer Infrastructure	350,200	501,300	657,000	817,400	982,700
Cart Replacement	179,200	179,200	179,200	179,200	179,200
Parking	87,600	87,600	87,600	87,600	87,600
Transit Shelters	70,900	70,900	70,900	70,900	70,900
Election	21,400	21,400	21,400	21,400	21,400
Total Transfers to Reserve Funds	\$ 27,289,579	\$ 24,410,100	\$ 25,576,900	\$ 26,778,800	\$ 28,017,000

2024-2028 Financial Plan Amendment Bylaw

RECOMMENDATION:

- 1) That “2024-2028 Financial Plan Bylaw, 2024, No. 4365, Amendment Bylaw, 2025, No. 4388” be considered and forwarded to Council for approval; and
- 2) That “Community Amenities Contribution Reserve Fund Bylaw, 2009, No. 3682, Amendment Bylaw, 2025, No. 4397” be considered and forwarded to Council for approval.

PREVIOUS COUNCIL/COMMITTEE ACTION

At the May 7, 2024, Council meeting, Council adopted 2024-2028 Financial Plan Bylaw, 2024, No. 4365.

REPORT SUMMARY

A number of expenditures and funding transfers have been approved by Committee of Council, largely related to capital, since the 2024-2028 Financial Plan Bylaw was adopted in May 2024. This Financial Plan Amendment Bylaw will fulfill the statutory requirements for the expenditures and reserve account transfers previously approved by Committee. The Bylaw also includes the Community Amenities Contribution (CAC) Amendment Bylaw to amalgamate the Social House Reserve and the CAC Reserve.

BACKGROUND

The *Community Charter*, Section 165(2), states that a Five-Year Financial Plan may be amended by bylaw at any time.

DISCUSSION

Expenditures and reserve account transfers are as follows:

Description	Amount
Creating Complete Communities in Port Coquitlam – grant received from Union of BC Municipalities	\$75,000
Local Government Housing Initiatives – grant received from the Province of BC	\$441,100
Pumper Truck Fire – additional funding from Fleet Replacement Reserve	\$700,000
Loader 914K – additional funding from Fleet Replacement Reserve	\$225,000
Single Axle Dump Truck – additional funding from Accumulated Surplus General	\$150,000
Solid Waste Automated Truck – additional funding from Accumulated Surplus General	\$150,000
PoCo Climb – grant received from Metro Vancouver	\$200,000

2024-2028 Financial Plan Amendment Bylaw

Description	Amount
2023 RCMP positive variance transferred to the RCMP Reserve from Accumulated Surplus General	\$379,000
Transfer to the Fleet Replacement Reserve from Accumulated Surplus General	\$861,000

FINANCIAL IMPLICATIONS

The following table shows the net impact to the financial plan for the items previously listed:

Financial Plan Category	Amount
Expenditures	
Operating Expenditures	\$516,000
Capital Expenditures	\$1,425,000
Expenditures Total	\$1,941,000
Grant Funding	
Province of BC	\$441,000
Metro Vancouver	\$200,000
Union of BC Municipalities	\$75,000
Grant Funding Total	\$716,000
Transfer from Reserves	
Fleet Replacement Reserve	\$925,000
Accumulated Surplus	\$300,000
Transfer from Reserves Total	\$1,225,000
Transfer between Reserves	
Fleet Replacement Reserve	\$861,000
RCMP Reserve	\$379,000
Accumulated Surplus	(\$1,240,000)
Transfer between Reserve Total	\$0

OPTIONS (✓ = Staff Recommendation)

#	Description
1.	That the Bylaws be considered for approval.
2	Refer the Bylaws back to staff for further information (to be specified).

ATTACHMENTS

Attachment 1 - 2024-2028 Financial Plan Amendment Bylaw No. 4388

Attachment 2 – Community Amenities Contribution Amendment Bylaw No. 4397

Lead author(s): Kushal Pachchigar, Jeffrey Lovell

Community Amenities Contribution Reserve Fund Amendment Bylaw – Adoption


RECOMMENDATION:

That “Community Amenities Contribution Reserve Fund Bylaw, 2009, No. 3682, Amendment Bylaw, 2025, No. 4397” be adopted.

PREVIOUS COUNCIL/COMMITTEE ACTION

On January 28, 2025, Council gave first three readings to “Community Amenities Contribution Reserve Fund Bylaw, 2009, No. 3682, Amendment Bylaw, 2025, No. 4397”.

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Adopt the Bylaw.
	2	Defer adoption of the Bylaw and request staff to provide additional information (to be specified).
	3	Decline adoption of the Bylaw, which will retain the existing Bylaw.

Attachment 1 – Bylaw 4397

See Council Agenda item 7.3 for Report to Committee, January 28, 2025

CITY OF PORT COQUITLAM

COMMUNITY AMENITIES RESERVE FUND AMENDMENT BYLAW

Bylaw No. 4397

The Council of the Corporation of the City of Port Coquitlam enacts as follows:

1. CITATION

This Bylaw is cited as “Community Amenities Reserve Fund Amendment Bylaw, 2025, No. 4397”.

2. AMENDMENTS

2.1 That the “Community Amenities Reserve Fund Bylaw, 2009, No. 3682”, is amended by:

2.1.1 Renaming the Bylaw to “Community Amenities and Special Needs Housing Reserve Bylaw, 2009, No. 3682” for all purposes.

2.1.2 Replacing Section 2 with the following text:

A reserve fund to be known as the “Community Amenities and Special Needs Housing Reserve” is established for the purpose of providing funds for expenditure by the City for or in relation to providing community amenities or special needs housing.

2.2 That the “Special Needs Housing Reserve Fund Bylaw, 2009, No. 3691” is repealed.

READ A FIRST TIME this	28 th day of	January, 2025
READ A SECOND TIME this	28 th day of	January, 2025
READ A THIRD TIME this	28 th day of	January, 2025
ADOPTED this	day of	, 2025

Mayor

Corporate Officer

Temporary Use Permit for 1467 Mustang Place - Issuance

RECOMMENDATION:

That Temporary Use Permit No. TUP000026, for 1467 Mustang Place, be issued.

PREVIOUS COUNCIL/COMMITTEE ACTION

January 28, 2025


"That Committee of Council:

- 1) authorize staff to provide notice of Temporary Use Permit TUP000026 at 1467 Mustang Place; and*
- 2) Recommend Council support the proposal subject to public input."*

REPORT SUMMARY

Notice of the Temporary Use Permit application was posted on the City's website and social media on January 31, 2025, and mailed to residents and/or businesses within 40 m (131.2 ft.) of the subject property. At the time of writing this report, no written comments have been received.

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Approve the Temporary Use Permit for issuance.
	2	Defer issuance of the Temporary Use Permit and request staff to provide further information (to be specified).
	3	Decline to issue the Temporary Use Permit.

Attachment 1 – Report to Committee of Council, January 28, 2025

Lead author(s): Carolyn Deakin

Temporary Use Permit Application for 1467 Mustang Place

RECOMMENDATIONS:

That Committee of Council:

- 1. Authorize staff to provide notice of Temporary Use Permit TU000026 at 1467 Mustang Place; and*
- 2. Recommend Council support the proposal subject to public input.*

REPORT SUMMARY

Inland Industries is proposing the temporary increase of permitted outdoor storage at 1467 Mustang Place from 25% of the lot to 50% of the lot in order to accommodate storing and staging scaffolding, along with vehicle circulation, and staff parking for a tenant business. Staff note the proposed outdoor storage area, located under a large BC Hydro Right-of-Way, is well screened from the Mary Hill Bypass and not expected to have any impact to surrounding properties. Staff recommend that Committee authorize public notification of the temporary use permit and provide a recommendation of support for the permit to Council.

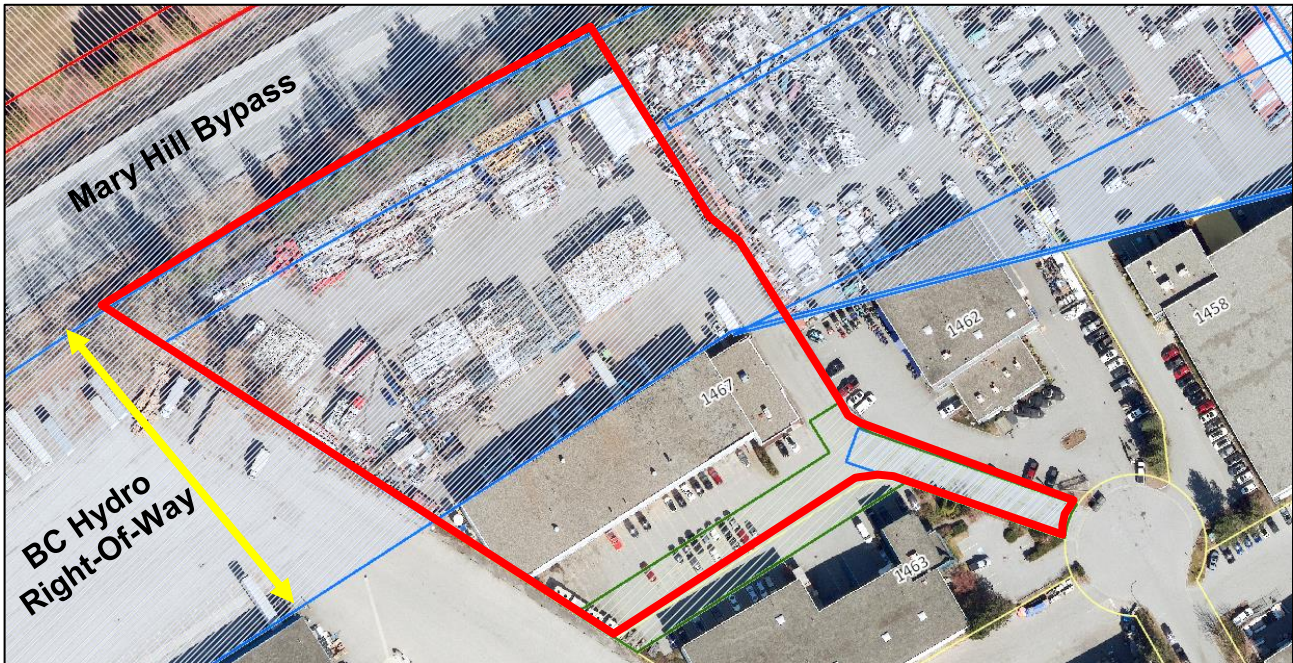
BACKGROUND

Proposal: Inland Industries, the owner of 1467 Mustang Place, have submitted a temporary use permit application to support the business operations of a tenant. The requested temporary use permit is to allow for an increase in permitted outdoor storage area to store scaffolding; the Zoning Bylaw permits outdoor storage to occupy up to 25% of the lot area in the M1 Zone and the proposed temporary use permit would allow for up to 50% of the lot area to be used for outdoor storage. The temporary use permit will endure for a maximum of three years, until the tenant moves out and Inland Industries moves their operations onto the site.

Site Context: 1467 Mustang Place is an industrial property located in the Meridian Industrial Park. The 15,852m² property is developed with an approximately 2,000m² industrial building and a staff parking lot at the front of the site. The remainder of the site is encumbered by a 90m wide BC Hydro Right-of-Way (ROW), which covers over half of the property, and restricts the construction of permanent buildings or structures in the right-of-way area. There are currently three businesses occupying the site engaged in scaffolding, equipment rental, and metal goods production; the area under the Hydro ROW is used for a combination of storage, parking and circulation.

The site is surrounded by industrial properties and backs onto the Mary Hill Bypass. There is a tent structure occupying the northeast corner of the site, which has a temporary building permit that expires in 2027.

Temporary Use Permit Application for 1467 Mustang Place



Location Map (BC Hydro ROW depicted in blue)

Policy and Regulations: The site is zoned M1 – General Industrial which permits a variety of industrial uses including warehousing, storage, and transhipment. The M1 zone limits outdoor storage use to a maximum of 25% of the site area.

The Official Community Plan (OCP) designates the site as IG – General Industrial. The policies of the OCP encourage the efficient use of land and support of business and employment opportunities in the industrial sector.

The authority to issue temporary use permits is set out in *S.493* of the *Local Government Act*. A permit may be valid for up to three years, be renewed for an additional three years, and may specify conditions under which the temporary use is carried out. The legislation also requires public notification of the proposed issuance of a permit.

DISCUSSION

The M1 zone is intended to accommodate a wide range of general industrial uses, typically with indoor operations and outside uses limited to parking and a small amount of accessory storage or product display.

The layout, however, and use of this property is heavily impacted by a combination of the irregular “pie shaped” lot configuration and the large BC Hydro ROW (which limits structures, landscaping and uses). The existing building covers less than 10% of the site area, leaving a large portion of the site with limited options. Previously, this area has been used for a combination of truck/trailer parking,

Temporary Use Permit Application for 1467 Mustang Place

maneuvering and storage for building tenants; the current tenants do need as much space for truck/trailer parking and have requested to use the remainder of the ROW area for storage instead. There is a large parking area at the front of the site which accommodates staff and visitor parking.

Staff note there are a number of properties along the Mary Hill Bypass which are also encumbered by the Hydro ROW; several years ago, the City permitted site specific provisions for 1462 Mustang Place to allow for an increased amount of outdoor display within the Hydro ROW on their property. In keeping with regional direction to support industrial land intensification, staff intend to bring forward recommended zoning bylaw amendments to provide for appropriate land use options for these encumbered sites as part of a larger industrial area and regulation review. In the immediate term, a temporary use permit is recommended to permit the additional storage uses on this site. Staff note the storage will be screened from the Mary Hill Bypass by existing large trees and hedges on the north edge of property.

The owners have also noted that they intend to move their own operations to the site within the next several years.

Staff recommend Committee of Council authorize public notification of the temporary use permit and provide a recommendation of support for the permit to Council.

PUBLIC CONSULTATION

Public notice of the application is required prior to Council's consideration of the temporary use permit.

OPTIONS (✓ = Staff Recommendation)

	#	Description
<input checked="" type="checkbox"/>	1	Authorize notification of the temporary use permit application.
<input type="checkbox"/>	2	Request staff provide additional information or amended the proposal prior to making a decision on whether or not to proceed with the application.
<input type="checkbox"/>	3	Not authorize notification of the temporary use permit if Committee does not support the requested use.

ATTACHMENTS

Attachment 1: Draft Temporary Use Permit TU000026

Lead author: Ben Ricketts

Contributing author: Bryan Sherrell

THE CORPORATION OF THE CITY OF PORT COQUITLAM

TEMPORARY USE PERMIT

NO. TU000026

Issued to: Inland Installations Ltd.
Address: 2482 Douglas Road, Burnaby B.C., V5C 6C9

- 1. This Temporary Use Permit is issued to permit the increase of outdoor storage uses from 25% of the lot area to 50% of the lot area at 1467 Mustang Place
- 2. This Temporary Use Permit applies to and only to those lands within the Municipality described below, and any and all buildings, structures and other development thereon:

Address: 1467 Mustang Place
 Legal Description: LOT 2 SECTION 18 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT PLAN LMP27965
 P.I.D.: 023-399-325

- 5. The lands described herein shall be used strictly in accordance with the terms and conditions and provisions of this permit.
- 6. This permit shall expire three years from the issuance date of this permit. The permit may be renewed only once in accordance with Section 497 of the Local Government Act.
- 7. The terms of this permit are binding on all persons who acquire an interest in the land affected by this permit.
- 8. This permit is not a building permit.

APPROVED BY COUNCIL THE _____ DAY OF _____, 2025.

ISSUED THIS _____ DAY OF _____ 2025.

Mayor

Corporate Officer

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND

CONDITIONS UPON WHICH THIS PERMIT IS ISSUED.

Applicant (or Authorized Agent or Representative of Applicant)