

Tuesday, July 8, 2025, 3:00 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, July 8, 2025, Council Meeting Agenda be adopted as circulated.

3. CONFIRMATION OF MINUTES

3.1 Minutes of Council Meetings

3

Recommendation:

That the minutes of the following Council Meetings be adopted:

- *June 24, 2025.*

4. PROCLAMATIONS

None.

5. DELEGATIONS

None.

6. PUBLIC HEARINGS

None.

7. BYLAWS

7.1 2025 Election Signs Amendment Bylaw - First Three Readings

8

Recommendation:

That "Election Signs Bylaw, 2014, No. 3810, Amendment Bylaw, 2025, No. 4411", be given first three readings.

7.2 2025 Tree Amendment Bylaw - First Three Readings

14

Recommendation:

That "Tree Bylaw, 2019, No. 4108, Amendment Bylaw, 2025, No. 4112", be given first three readings.

8. REPORTS

8.1 Development Permit and Development Variance Permit - 2365 and 2371 Kelly Ave - Further Information and Issuance

28

Recommendation:

That Development Permit (DP000597) and Development Variance Permit DVP00107 for 2365 & 2371 Kelly Avenue be issued.

9. NEW BUSINESS

10. OPEN QUESTION PERIOD

11. ADJOURNMENT

11.1 Adjournment of the Meeting

Recommendation:

That the Tuesday, July 8, 2025, Council Meeting be adjourned.

Tuesday, June 24, 2025

Council Chambers

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

Council Present: Chair - Mayor West
Councillor Darling
Councillor McCurrach
Councillor Penner
Councillor Petriw
Councillor Pollock
Councillor Washington

Staff Present: R. Bremner, CAO
K. Grommada, Deputy CAO
C. Deakin, Corporate Officer
J. Frederick, Director Engineering & Public Works
B. Irvine, Director Development Services
D. Long, Director Community Safety & Corporate Services
J. Lovell, Director Finance
J. Marshall, Acting Fire Chief
G. Mitzel, Director Recreation

1. CALL TO ORDER

The meeting was called to order at 5:00 p.m.

2. ADOPTION OF THE AGENDA

2.1 Adoption of the Agenda

Moved-Seconded:

That the Tuesday, June 24, 2025, Council Meeting Agenda be adopted as circulated.

In Favour (7): Mayor West, Councillor Darling, Councillor McCurrach, Councillor Penner, Councillor Petriw, Councillor Pollock, and Councillor Washington

Carried

3. CONFIRMATION OF MINUTES

3.1 Minutes of Council Meetings

Moved-Seconded:

That the minutes of the following Council Meetings be adopted:

- June 3, 2025
- June 10, 2025.

In Favour (7): Mayor West, Councillor Darling, Councillor McCurrach, Councillor Penner, Councillor Petriw, Councillor Pollock, and Councillor Washington

Carried

4. PROCLAMATIONS

None.

5. DELEGATIONS

5.1 Margaret R. Franz

Ms. Franz attended the Committee of Council meeting to provide details on her upcoming panel presentation on Mental Health and Prison Justice in BC - "In Mary's Footsteps" 50 Years After, a tribute to her late sister Mary Steinhauser. The event will take place on Saturday, June 28, 2025, from 1:00 p.m. to 4:00 p.m., at the Coquitlam Library.

Motion to Recess

Moved-Seconded:

That the June 24, 2025, Council meeting be recessed. (5:12 p.m.)

In Favour (7): Mayor West, Councillor Darling, Councillor McCurrach, Councillor Penner, Councillor Petriw, Councillor Pollock, and Councillor Washington

Carried

6. PUBLIC INPUT OPPORTUNITIES

6.1 Temporary Use Permit Application for 3660 and 3670 Westwood Street

A gentleman from Woodland Drive came forward and raised regarding concerns about trespassing at 3670 Woodland Drive.

Motion to Adjourn the Public Input Opportunity

Moved-Seconded:

That the Public Input Opportunity be adjourned. (5:15 p.m.)

In Favour (7): Mayor West, Councillor Darling, Councillor McCurrach, Councillor Penner, Councillor Petriw, Councillor Pollock, and Councillor Washington

Carried

Motion to Reconvene

Moved-Seconded:

That the June 24, 2025, Council meeting be reconvened. (5:15 p.m.)

In Favour (7): Mayor West, Councillor Darling, Councillor McCurrach, Councillor Penner, Councillor Petriw, Councillor Pollock, and Councillor Washington

Carried

7. BYLAWS

7.1 Zoning Amendment Bylaw for 2180 Kelly Avenue - Adoption

Moved-Seconded:

That “Zoning Bylaw, 2008, No. 3630, Amendment Bylaw, 2025, No. 4410”, be adopted for 2180 Kelly Avenue.

In Favour (7): Mayor West, Councillor Darling, Councillor McCurrach, Councillor Penner, Councillor Petriw, Councillor Pollock, and Councillor Washington

Carried

8. REPORTS

8.1 Temporary Use Permit Application for 3660 and 3670 Westwood Street - Issuance

Moved-Seconded:

That Temporary Use Permit No. TUP000027 for 3660 and 3670 Westwood Street, be issued.

In Favour (7): Mayor West, Councillor Darling, Councillor McCurrach, Councillor Penner, Councillor Petriw, Councillor Pollock, and Councillor Washington

Carried

8.2 Official Community Plan Amendment - Consultation Approval (1563 Shaughnessy Street)

Moved-Seconded:

That Council support the following early and ongoing consultation be undertaken for the proposed Official Community Plan amendment at 1563 Shaughnessy Street:

- 1. City State Consulting Group provide on-site signage, post a website with application information, host three or more advertised in-person public information meetings with direct notification provided to residents within the 300-meter area;*
- 2. City State Consulting Group consult with Metro Vancouver, TransLink and Kwikwetlem First Nation;*
- 3. Submission of a report by City State Consulting Group detailing the input received through the consultation process;*
- 4. Information posted on the City's website and considered in an open Committee of Council meeting; and*
- 5. Staff communication with School District 43.*

In Favour (7): Mayor West, Councillor Darling, Councillor McCurrach, Councillor Penner, Councillor Petriw, Councillor Pollock, and Councillor Washington

Carried

8.3 2024 Annual Report and Financial Disclosures

Moved-Seconded:

That Council approve the City's 2024 Annual Report and required financial disclosures.

In Favour (7): Mayor West, Councillor Darling, Councillor McCurrach, Councillor Penner, Councillor Petriw, Councillor Pollock, and Councillor Washington

Carried

9. NEW BUSINESS

Council provided updates related to community events.

10. OPEN QUESTION PERIOD

The floor was opened up to anyone in attendance and no members of the public posed questions to Council.

11. ADJOURNMENT

11.1 Adjournment of the Meeting

Moved-Seconded:

That the Tuesday, June 24, 2025, Council Meeting be adjourned. (5:38 p.m.)

In Favour (7): Mayor West, Councillor Darling, Councillor McCurrach, Councillor Penner, Councillor Petriw, Councillor Pollock, and Councillor Washington

Carried

Mayor

Corporate Officer

Election Signs Amendment Bylaw – First Three Readings


RECOMMENDATION:

That “Election Signs Bylaw, 2014, No. 3810, Amendment Bylaw, 2025, No. 4411”, be given first three readings.

PREVIOUS COUNCIL/COMMITTEE ACTION

On June 24th, 2025, Committee of Council supported changes to the Election Signs Bylaw be forwarded to Council for consideration.

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Give first three readings to the Bylaw.
	2	Defer first three readings and request staff to provide further information (to be specified).
	3	Decline first three readings of the Bylaw, which will retain the existing Bylaw.

Attachment 1 – Bylaw 4411

CITY OF PORT COQUITLAM
ELECTION SIGNS AMENDMENT BYLAW, 2025
Bylaw No. 4411

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

1. CITATION

This Bylaw is cited as “Election Signs Bylaw, 2014, No. 3810, Amendment Bylaw, 2025, No. 4411”.

2. ADMINISTRATION

- 2.1 The “Election Signs Bylaw, 2014, No. 3810” is amended in section 3, Definitions, by deleting the definition for Election Sign Locations and replacing it with the following:

“Election Sign Locations means the areas permitted within this Bylaw as shown on Schedule ‘A’ attached to and forming part of this Bylaw that have been dedicated as the only authorized areas, besides private property/infrastructure, where election signs may be located within the boundaries of the City of Port Coquitlam.”

- 2.2 The “Election Signs Bylaw, 2014, No. 3810” is further amended by inserting the following new section 4 and renumbering the remaining sections:

4. Sign Specifications (for all signs on public property and private property)

- 4.1 The number of election signs per candidate, per location, is restricted to one sign;
- 4.2 The sign face area does not exceed 16 sq. ft.;
- 4.3 The sign does not have more than two sign faces; and if the sign does have two sign faces, they must be parallel to each other;
- 4.4 A candidate’s sign is not attached to another candidate’s sign or supporting structure unless permission is given by the candidate or agent (Financial Agent for local and provincial elections and Official Agent for federal elections);
- 4.5 The sign must be no more than 2.4 m (8 ft.) in height from the ground including support material;
- 4.6 The sign is not in any way illuminated, electrified, animated, moving or flashing;
- 4.7 The sign is not unsightly or dilapidated;
- 4.8 The sign is not within one metre of a fire hydrant;

- 4.9 The placement of the sign does not interfere with traffic safety (ie. sightlines at street intersections, safety of vehicles, pedestrians or cyclists);
 - 4.10 The placement of the sign does not obstruct, simulate or detract from any traffic control device;
 - 4.11 The sign is not attached in any way to a tree, bush, planter, waste or recycling receptacle, newspaper box, mail box, sign post or any other City fixture; and
 - 4.12 Other than as authorized in writing by the City, no person shall display on any election sign or other election advertising a logo, trademark or official mark, in whole or in part, owned or licensed by the City.
- 2.3 The Bylaw is further amended by adding the following new section 5 and re-numbering the remaining sections that follow:

5. Timing

- 5.1 The sign must not be placed earlier than 7:00 am on the 30th calendar day before General Voting Day; and
 - 5.2 All signs must be removed within three calendar days after general voting day.
- 2.4 The Bylaw is further amended by replacing the section “Elections Signs – Public (City) Property”, with the following:

6. Election Signs – Public (City) Property

- 6.1 An election sign for federal, provincial, municipal, school trustee elections and referendums is permitted on public (City) property, provided that the sign location is within one of the 14 locations identified in Schedule A of this Bylaw; and
- 6.2 No advertising shall be undertaken by way of the use of a sound truck, unless that sound truck remains in a stationary position at a rally or meeting, and any authorizations required, have been received.

- 2.5 The Bylaw is further amended by replacing the section “Elections Signs – Private Property”, with the following:

7. Election Signs – Private Property

An election sign for federal, provincial, municipal, school trustee elections and referendums is allowed on private property, provided that:

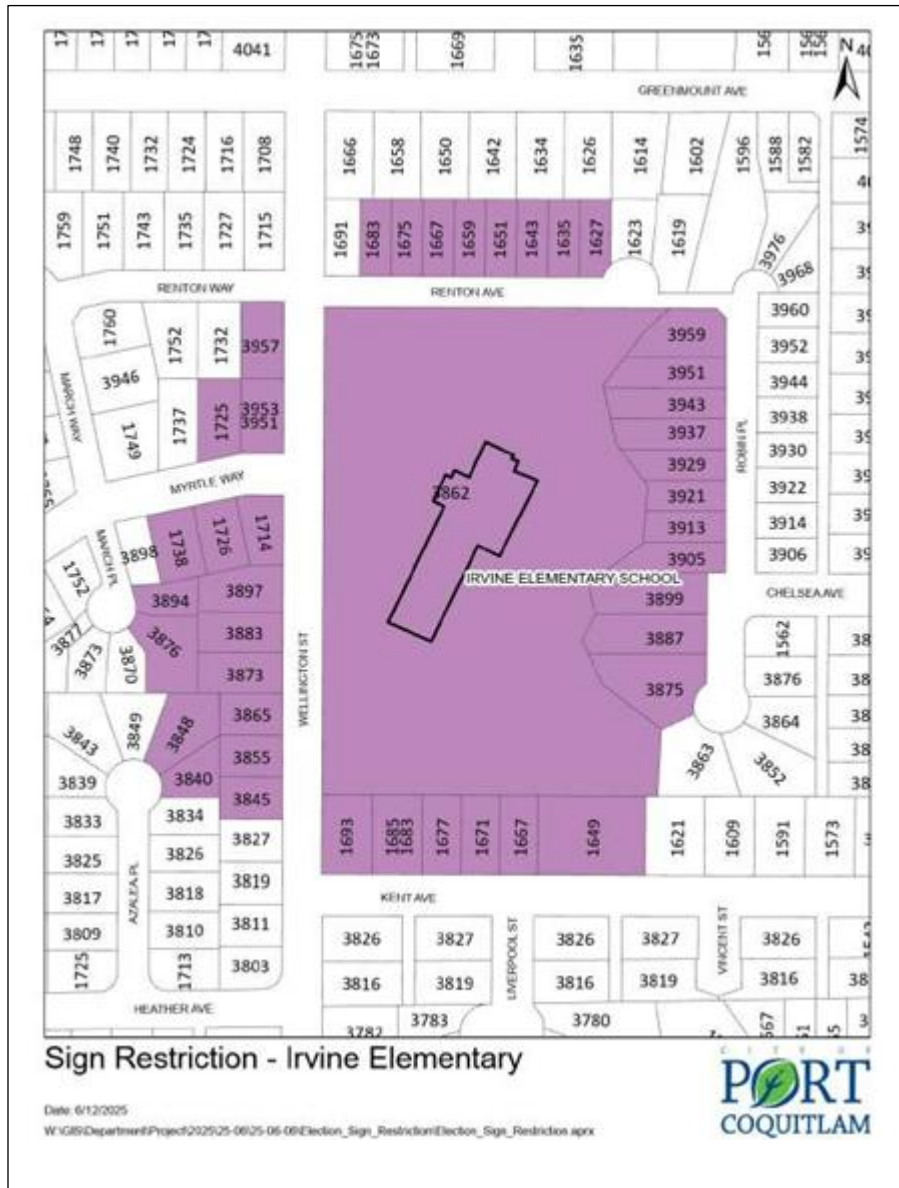
- 7.1 consent from the owner must be obtained prior to placement of the sign;

- 7.2 the sign must not be located on the boulevard, unless;
- i) there is a fence or hedge on, or immediately adjacent to the property line and the fence or hedge exceeds 1.2 m (3.9 ft.) in height; and
 - ii) the election sign is placed within 0.6 m (2 ft.) of the property line adjacent to the fence or hedge.
- 7.3 no advertising shall be undertaken by way of the use of a sound truck, unless that sound truck remains in a stationary position at a rally or meeting, and any authorizations required, have been received.
- 2.6 The Bylaw is further amended by replacing the “Enforcement” section as follows:
- 8. Enforcement**
- 8.1 A Bylaw Enforcement Officer may remove, and the Chief Election Officer may order the removal of, any election sign that is placed or permitted to be placed, in contravention of any provision of this Bylaw.
- 8.2 Election signs removed pursuant to section 8.1 will be stored at the City’s Public Works facility (1737 Broadway Street), back lot entrance before the gate, and may be claimed by a candidate or a person appointed by the candidate, until the fourth day after general voting day. If signs are not picked up by the deadline, they will be destroyed or otherwise disposed of by the City, without notice to any person.
- 2.7 The Bylaw is further amended in Schedule “A”, Election Signs – Permitted Areas by replacing Site #4 and Site #5 with the following text:
- “Site #4 - Kingsway Avenue boulevard, in front of 1855 Kingsway Avenue (Saputo) (from fire hydrant, west to driveway – see attached map).
- Site #5 - Kingsway Avenue boulevard, in front of 2061 Kingsway Avenue (Port Coquitlam Transit Centre) (from fire hydrant, east to driveway – see attached map).”
- 2.8 The Bylaw is further amended in Schedule “A” - Election Signs – Permitted Areas by adding a new Site #14 with the following text:
- “Site #14 - Fremont Connector – see attached map.”
- 2.9 The Bylaw is further amended in Schedule “A”, Election Signs – Permitted Areas by adding the new map for Site #14, as follows:

Site #14 – Fremont Connector



- 2.10 The Bylaw is further amended in Schedule “B” by replacing the map for Irvine Elementary, as follows:



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

Mayor

Corporate Officer

Tree Amendment Bylaw – First Three Readings


RECOMMENDATION:

That “Tree Bylaw, 2019, No. 4108, Amendment Bylaw, 2025, No. 4412”, be given first three readings.

PREVIOUS COUNCIL/COMMITTEE ACTION

At the July 8, 2025, Committee of Council meeting, staff presented the amendment bylaw to Committee for consideration.

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Give first three readings to the Bylaw.
	2	Defer first three readings and request staff to provide further information (to be specified).
	3	Decline first three readings of the Bylaw, which will retain the existing Bylaw.

Attachment 1 – Bylaw 4412

Attachment 2 – Report to Committee, July 8, 2025

CITY OF PORT COQUITLAM
TREE AMENDMENT BYLAW, 2025
Bylaw No. 4412

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

1. CITATION

This Bylaw is cited as “Tree Bylaw, 2019, No. 4108, Amendment Bylaw, 2025, No. 4412”.

2. ADMINISTRATION

2.1 The “Tree Bylaw, 2019, No. 4108” is amended in section 3 INTERPRETATION as follows:

- a) 3.1 (a) by adding the following text to the end of the section, after the words “as applicable.”:

“For the purpose of this bylaw, an arborist report will be considered valid and acceptable by the City within 1 year from the date of issuance or date of last update of the arborist report;”
- b) by replacing the definition for “City” in clause (e) to:

“**City** means the Corporation of the City of Port Coquitlam;”
- c) by adding the definition of (f) “Crown” in alphabetical order and then re-numbering the remaining clauses:

“(f) **Crown** means the upper part of a tree, measured from the lowest branch, including all the branches and foliage;”
- d) by adding the word ‘equipment’ after the word ‘heavy’ in clause (h) (iii) [new clause (i) (iii)]:

“(iii) operating trucks, backhoes, excavators or other heavy equipment inside the root protection zone of a tree;”
- e) by adding the word “or” after the word “tree” in clause (h) (x) [new clause (i) (x)]:

“(x) topping a tree by removing the vertical stem and upper primary limbs of a tree; or”
- f) by adding a new clause as (h) (xi) [new clause (i) (xi)]:

- “(xi) injecting liquid or chemical substances harmful to the health of a tree into the trunk, stem, or branches of a tree.”
- g) by adding the words “or new construction” after the word “modification” in clause (i) [new clause (j)]:
 - “(j) **Development** means any building modification or new construction requiring a building permit from the City;”
- h) by replacing clause (l) [new clause (m)]:
 - “(m) **Hedge** means a set of at least 4 tress, bushes, or shrubs, planted in a row with less than 1.25 metres between each stem, with the tallest stem in the row measuring less than 5 metres in height, and pruned to form a fence or boundary. For the purposes of this Bylaw, a hedge is considered one tree;”
- i) by adding the words “in regard to” after the word “location” in clause (o) [new clause (p)]:
 - “(p) **Location**, in regard to a tree, means the point at which the main stem of a tree meets the ground;”
- j) by replacing the words “Parks Section Manager” with the words “Manager of Parks” in clause (q) [new clause (r)] and then amending the definition:
 - “(r) Manager of Parks means the person appointed by the City as Manager of Parks and any duly authorized delegate of the Manager of Parks;”
- k) by adding a new clause (cc) [new clause (dd)] for the definition of **Topping** and renumbering the remaining clauses in alphabetical order:
 - “(dd) Topping means removing the vertical stem and upper primary limbs of a tree;”
- l) by replacing the words “City-owned or occupied land” with the words “lots or highways owned by or vested in the City;” in clause (dd) (iii) [new clause (ff) (iii)]:
 - “(ff) (iii) a tree of any size located on lots or highways owned by or invested in the City;”
- m) by replacing the words “the tree survey” with the words “an arborist report” in clause (ff) [new clause (hh)]:
 - “(hh) Tree Cutting Plan means a plan based on an arborist report, which shows the trees proposed to be cut;”
- n) by adding the following text to the end of clause (ii) [new section (jj)] - “A Tree Risk Assessment must be conducted by an ISA certified arborist with an ISA Tree Risk Assessment Qualification (TRAQ).”:

“(jj) **Tree Risk Assessment** means an analysis of tree hazard that includes documented assessment of site factors, tree health and species profile, load factors, tree defects and conditions affecting the likelihood of failure, risk categorization, and mitigation options. A Tree Risk Assessment must be conducted by an ISA certified arborist with an ISA Tree Risk Assessment Qualification (TRAQ).”

2.2 The “Tree Bylaw, 2019, No. 4108” is amended in section 4 APPLICATION OF BYLAW, as follows:

a) by replacing the words “City-owned property or highways” with the words “lots or highways owned by or vested in the City” in clause 4.2, (b); and by adding the word “and” to the end of the phrase:

“4.2 (b) trees on lots or highways owned by or vested in the City that are cut or removed by the City or its authorized agents in accordance with approved City operations; and:”

b) by adding a new clause (c):

“(c) trees described in section 50 of the *Community Charter*, SBC 2003, c.26.”

2.3 The “Tree Bylaw, 2019, No. 4108” is amended in section 6 TREE CUTTING PERMITS as follows:

a) by removing section 6.2 in its entirety and replacing it:

“6.2 No tree-cutting permit is required

(a) to prune a tree in accordance with ISA guidelines. Pruning shall not include:

- i. crown raising to the extent in that the live crown ratio is less than 50%;
- ii. the removal of more than 25% of the crown in a single season; or
- iii. topping a tree.

(b) prior to tree cutting where a tree is in imminent danger of failing and injuring persons or property due to natural causes and it is not possible to obtain a tree cutting permit prior to the tree falling. The owner may cut the tree or have it cut but shall report the cutting of the tree to the Manager of Parks the next business day along with a photograph of the tree prior to being cut. Following reporting, the owner shall apply for a tree cutting permit within ten business days of the tree cutting. The owner shall not remove the tree from the lot until the City has attended at the site. If the Manager of Parks determines that the tree was not in

imminent danger of falling or was in imminent danger of falling due to reasons other than natural causes, the owner may be subject to the offences and penalties in section 11 of this Bylaw.

- b) 6.6 (a) (i) by adding a part (ii) at the end of the section, after the words “ground nesters; and” and renumbering the remaining section accordingly:
 - “(ii) the applicant submits a biological survey for any proposed clearing of forested area for the species listed on Schedule 1 of the MBR 2022 whose nests are protected year-round unless determined to be abandoned. To be deemed abandoned, the nest must be registered on Environment and Climate Change Canada’s (ECCCs) electronic Abandoned Nest Registry and the nest must remain unoccupied for the minimum number of months per species.
- c) by removing section 6.6 (b) in its entirety and replacing it:
 - “(b) the tree proposed to be cut is a significant tree, unless:
 - (i) the significant tree is a hazardous tree; or
 - (ii) the Manager of Parks determines following review of engineering, architectural, or landscaping drawings and an arborist report that cutting is necessary for:
 - 1. the construction of or addition to a building;
 - 2. the construction of required off-street parking or an underground or above ground utility corridor; or
 - 3. the construction and maintenance of public roads or services.”
- d) by removing the word “within” after the words “shall expire” in section 6.8;

2.4 The “Tree Bylaw, 2019, No. 4108” is amended in section 7 TREE REPLACEMENT as follows:

- a) by removing the existing section 7.4 and replacing it:
 - “7.4 An owner must plant a replacement tree:
 - (a) at least one meter from any property line of a lot;
 - (b) at least three metres from any structure on a lot;
 - (c) at least one meter from any underground service or utility;
 - (d) at least three metres from any overhead service or utility;
 - (e) at least three metres from any tree; or

(f) in accordance with a Tree Replacement Plan approved by the Manager of Parks.”

- b) by removing the existing section 7.5 and replacing it:

“7.5 Every owner who is issued a tree cutting permit shall, in accordance with the associated tree replacement plan, plant replacement trees within six months of the date the permit was issued, except when a tree is proposed to be cut for the purpose of a development where permitted construction on the site would adversely affect the health of the replacement tree planted.”

- c) by adding the following text to the end of the section 7.6, after the words “cash in lieu.”:

“Penalties applied under section 7.6 do not remove the owner’s requirement to plant replacement trees as per approved tree replacement plan associate with issued tree cutting permit or tree replacement requirements under section 11.5.”

- 2.5 The “Tree Bylaw, 2019, No. 4108” is amended in section 9 TREE PROTECTION DURING CONSTRUCTION AND DEMOLITION as follows:

- a) by removing the existing section 9.1 and replacing it:

“9.1 Where a tree is located on a lot, the owner shall install a protective barrier around the root protection zone of the tree prior to excavation, demolition, construction, fill or engineering works proposed on a lot.”

- b) by adding the word “fill” and replacing it with the words “soil removal and deposit” in section 9.3;

- 2.6 The “Tree Bylaw, 2019, No. 4108” is amended in section 11 OFFENCES AND PENALTIES as follows:

- a) by removing the existing section 11.5 and replacing it:

11.3 In addition to any other penalty which may be imposed under this bylaw, where an owner cuts, removes or damages, or causes or allows any tree to be cut, removed or damaged in contravention of this bylaw or of any term or condition of a tree cutting permit issued under this bylaw, the owner shall, within 30 days of receiving notice of such requirement from the Manager of Parks:

- (a) submit for the Manager of Parks’ approval of a tree replacement plan prepared by a certified arborist providing for 3 replacement trees to be planted for each

- tree unlawfully cut, removed, or damaged, and specifying the location of such replacement trees;
- i. For the unlawful cutting, damaging, or removal of a protected tree (tree other than a significant or heritage tree) the owner shall prepare a plan providing for 3 replacement trees;
 - ii. For the unlawful cutting, damaging, or removal of a protected tree (tree classified as a significant tree) the owner shall prepare a plan providing for 5 replacement trees;
- (b) For the unlawful cutting, damaging, or removal of a protected tree (tree classified as a heritage tree) the owner shall prepare a plan providing for 8 replacement trees, or as acceptable to the Manager of Parks; and
- (c) submit security in accordance with section 8 of this Bylaw.
- 2.7 That the words “Parks Section Manager” be replaced with the words “Manager of Parks” throughout the entire Bylaw.
- 2.8 That wherever the abbreviation “s.” is located in the Bylaw, that the word be spelled out to “section”.
- 2.9 The “Tree Bylaw, 2019, No. 4108” is amended in Schedule “A”, Specimen Tree by deleting the existing section and replacing it with the following:

“Specimen Trees

✦ Any tree with a diameter of 45 cm or greater, excluding the following species:

- Black cottonwood (*Populus balsamifera* ssp. *Trichocarpa*);
- Balsam poplar (*Populus balsamifera* ssp. *Balsamifera*);
- Red alder (*Alnus rubra*);
- Trembling aspen (*Populus tremuloides*);
- Princess tree (*Paulownia tomentosa*)
- Tamarisk (*Tamarix ramosissima*)
- Siberian Elm (*Ulmus pumila*)
- Russian Olive (*Elaeagnus angustifolia*)
- Tree of Heaven (*Ailanthus altissima*)
- Black Locust (*Robinia pseudoacacia*)
- English holly (*Ilex aquifolium*)
- Black cherry (*Prunus serotina*)
- Norway maple (*Acer platanoides*)
- Chinaberry (*Melia azedarach*)
- White poplar (*Populus alba*)
- Golden chaintree (*Laburnum anagyroides*)

- Japanese raisin tree (*Hovenia dulcis*)
- Cherry-laurel (*Prunus laurocerasus*)
- Cluster pine (*Pinus pinaster* Aiton)
- American elm (*Ulmus Americana*)
- English elm (*Ulmus procera*)
- Common hawthorn (*Crataegus monogyna*)
- Scots elm (*Ulmus glabra*)
- Golden willow (*Salix alba* 'Vitellina')
- Chinese elm (*Ulmus parvifolia*)

Or any tree species designated by the BC Provincial Government as an invasive species.”

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

Mayor

Corporate Officer

RECOMMENDATION:

That Committee of Council recommend that Council support the proposed amendments to Tree Bylaw No. 4108, along with the associated amendments to Bylaw Notice Enforcement Bylaw No. 3814 and Ticket Information Utilization Bylaw No. 2743.

PREVIOUS COUNCIL/COMMITTEE ACTION

November 24, 2020

Council approved further amendments to Tree Bylaw 2019, No. 4108

October 22, 2019

Council approved amendments to Tree Bylaw 2019, No. 4108.

February 26, 2019

Council rescinded Tree Bylaw 2005, No. 3475, and adopted Tree Bylaw 2019, No. 4108.

REPORT SUMMARY

To ensure the Tree Bylaw is operating effectively and to address any challenges related to its implementation, staff from the Parks, Planning, and Bylaw divisions formed a working group to conduct a comprehensive review. This report outlines the key issues identified during the review and proposes amendments aimed at improving clarity, addressing implementation gaps, and strengthening enforcement mechanisms. Drawing on input from the working group, as well as informal feedback from applicants involved in the permitting and enforcement processes, the report recommends updates to Tree Bylaw No. 4108. These proposed amendments are intended to enhance the City's ability to regulate tree cutting, increase tree replacement through non-permitted removal, and better support Bylaw Services in upholding the bylaw.

BACKGROUND

In 2017, the City initiated a review of its tree regulations in response to public concerns regarding tree canopy retention, the removal of significant trees, and the broader management of the urban forest. As part of this initiative, an extensive public engagement program titled *Let's Talk Trees* was launched to better understand community expectations around tree protection and urban forest stewardship.

Feedback from this consultation revealed strong community support for more robust measures to protect existing trees and increase tree planting. In response, Council endorsed a direction that emphasized both the retention of mature trees and the expansion of the tree canopy through additional planting requirements. This led to the development and adoption of Tree Bylaw 2019 No. 4108, which was enacted on February 26, 2019, as a regulatory tool to support these objectives.

In 2020, a subsequent review of Tree Bylaw No. 4108 was undertaken by a staff working group from the Parks, Planning, and Environment divisions. The resulting report identified gaps and implementation challenges within the bylaw and recommended targeted amendments to improve clarity—particularly around tree removal procedures and related restrictions. These amendments were designed to strengthen protections for existing trees and streamline enforcement.

Examples of key amendments introduced during the 2020 review include, but are not limited to:

- Amending the threshold for significant tree to include trees that are greater than or equal to 45 cm DBH (previous bylaw threshold was 60cm DBH);
- Added “hedge” definition to reduce ambiguity for replacement tree species;
- Amending bylaw language to clarify the process for applying for a permit for a hazardous tree; and
- Establishing a six-month period for owners to plant a replacement tree, and creating a mechanism for fining and forfeiting of bond if timelines are not adhered to.

On November 24, 2020, the amendments to Tree Bylaw No. 4108, outlined in the 2020 report to Committee, were officially adopted.

DISCUSSION

The current version of the Tree Bylaw has been in effect for four years. Over this period, staff responsible for its administration and enforcement have observed positive outcomes resulting from the updates. At the same time, feedback from both staff and applicants has highlighted areas where further improvements could enhance the clarity, effectiveness, and overall implementation of the bylaw.

Successes from 2020 Tree Bylaw Amendments

The increase of tree retention measures introduced through the 2020 bylaw updates (reducing threshold for significant trees from 60cm DBH to 45cm DBH) has provided staff the opportunity to retain additional mature, non-hazardous trees through the permitting process. This update has helped reduce removal of well-established canopy coverage on public and private property. Further, the addition of a timeline for planting replacement trees has provided staff with an enforcement mechanism through the Tree Bylaw and Bylaw Enforcement Notice Bylaw to help ensure replacement trees are planted, or that fines are issued and security deposits are forfeited in the event that timelines are not adhered to.

Challenges of the Tree Bylaw

Since the implementation of the 2020 Tree Bylaw update, staff have observed several instances in which a lack of clarity within the bylaw have led to loopholes related to tree protection and tree replacement requirements. These instances provide opportunities to strengthen the language

within the bylaw to better align with the direction of significant tree protection and planting that the City has fostered.

Recommended Amendments to Tree Bylaw No. 4108

The recommended approach and amendments outlined 1 are intended to enhance clarity and strengthen the language of the Tree Bylaw, thereby reducing the potential for confusion or misinterpretation by all individuals and entities to whom the bylaw applies. Additional amendments aim to support the retention and expansion of the tree canopy by increasing the number of replacement trees required for non-permitted tree removals and by introducing stronger protections for trees on properties undergoing demolition or development. The following issues were identified by staff, along with corresponding proposed amendments to the Tree Bylaw:

Issue	Proposed Update(s)
1. The current definition of “hedge” is ambiguous and does not specify minimum number of stems, maximum spacing measurements between each stem in a row, maximum height, or maximum diameter. This results in mature, bylaw-sized trees being exempt from tree removal requirements within the Tree Bylaw due to a hedge not being classified as a tree under the “tree” definition.	<ul style="list-style-type: none">Amend the definition of “hedge” in order to clarify specific size and spacing requirements to properly distinguish typical privacy hedges from bylaw-sized trees. This will reduce situations where a row of bylaw-sized trees fit underneath a “hedge” definition, and are adequately protected under the Port Coquitlam Tree Bylaw.
2. The current requirement for installation of Tree Protection Fencing for the purpose of demolition or construction activity does not apply to trees with drip lines more than 4 metres away from an existing or proposed building. This leads to incidental tree damaging acts due to a lack of required Tree Protection Fencing.	<ul style="list-style-type: none">Amend the Tree Protection Fencing requirement to include all trees on the subject property instead of any tree within 4 metres of demolition or construction activity.
3. The current bylaw states that a permit holder that fails to plant a replacement tree will be fined and have deposit forfeited in lieu of tree planting. Applicants refuse to plant trees and instead pay the applicable fine, removing the requirement to plant trees on their property. This leads to an overall loss in canopy coverage on private property.	<ul style="list-style-type: none">Update the bylaw to specify that the permit holder is still required to plant the required amount of replacement trees after being penalized for failure to plant within the required timeline.

Tree Bylaw Amendments 2025

4. Currently, there is a clause to remove the requirement to plant a replacement tree if the tree proposed for removal is within 5 metres of a retained tree on the subject property. Previous instances have seen applicants specifically apply for the removal of select trees while retaining others to reduce or remove replacement requirements, then take out a second tree cutting permit to remove remaining trees, severely reducing the overall tree replacement requirements.	<ul style="list-style-type: none"> Remove the tree replacement clause allowing the exclusion of tree replacement requirements if another tree is within 5 metres. This will remove the loophole for tree replacement and reduce overall canopy coverage loss as part of the tree cutting permit process.
5. The bylaw does not specify the length in time in which a submitted Arborist Report is valid for review. This leads to the submission of old reports that do not accurately describe site and tree conditions.	<ul style="list-style-type: none"> Amend the current definition of "Arborist Report" to specify that arborist reports will only be accepted within 2 years of the date of issuance or last update.
6. The current definition of "tree", which outlines the measures in which a tree may be protected under the Tree Bylaw, does not protect under-sized trees on city-owned property. This causes confusion as to whether or not under-sized city-owned trees are protected.	<ul style="list-style-type: none"> Amend the current definition of "tree" to specify that all trees on city property are protected under the bylaw, regardless of size. This qualifies all city-owned trees for tree replacement.
7. The current bylaw allows pruning without a permit as long as it is within International Society of Arboriculture (ISA) standards. Without increased detail, these standards are unclear to residents. This leads to incidental tree damage as a result of over-pruning and topping.	<ul style="list-style-type: none"> Amend Section 6.2(a) to include specifications for allowable pruning standards. This will help increase clarity for residents and reduce confusion and instances of over-pruning or damaging acts due to ignorance.
8. Current bylaw does not have stated requirements for locations of replacement trees on properties. This leads to residents planting replacement trees in poor locations.	<ul style="list-style-type: none"> Include location restrictions for tree replacement plans. These restrictions include minimum distance from property lines, underground or overhead services, existing trees, and hardscape/buildings. This leads to a better-established tree and increased probability of long-term tree retention.
9. Current bylaw includes certain terms but is missing definitions for said terms.	<ul style="list-style-type: none"> Include definitions for various terms such as "crown", and "topping"
10. Existing definition of "damage" does not include poisoning or injecting of chemicals into a tree.	<ul style="list-style-type: none"> Include a subsection for poisoning and harmful chemical injection under "damage" definition.

Tree Bylaw Amendments 2025

11. Current bylaw has instances of inconsistent language.	<ul style="list-style-type: none">Amend definitions and language within the bylaw to increase consistency and clarity.
12. Current bylaw requires the same amount of replacement trees (3) for non-permitted tree removal, regardless of size or status. In the past, this had led to an overall loss in canopy coverage for the removal of Significant trees.	<ul style="list-style-type: none">Increase tree replacement requirements for Significant and Heritage status trees (5 and 8 replacement trees respectively). This will help limit the reduction in canopy coverage loss from non-permitted removal, as well as increase cash-in-lieu payments for the City Tree Reserve Fund in cases where tree replacement requirements cannot be met due to property size restrictions.
13. Schedule “A” within the current bylaw excludes several species from qualifying as specimen trees, but does not specify invasive trees or species of invasive concern.	<ul style="list-style-type: none">Amend this section to include a list of several well-known invasive tree species, as well as multiple species of invasive concern as identified by the BC Provincial Government. Removing these trees from achieving significant status under the tree bylaw may help increase incentive for residents to have them removed without concern for increased tree replacement or protection requirements.
14. Section 6.6 refers to the requirement for nest during the active season of nesting. There are 18 species listed on Schedule 1 of the Migrating Bird Regulations (Migratory Birds Convention Act 1994) 2022 whose nests are protected year-round unless determined to be abandoned.	<ul style="list-style-type: none">Amend section 6.6 to require the Schedule 1 bird species of the Migratory Birds Regulations 2022 a nest survey year-round for clearing of forested sites.


FINANCIAL IMPLICATIONS

The proposed increase in replacement tree requirements for the non-permitted removal of significant or heritage trees would result in a cash-in-lieu payment to the City ranging from \$500 to \$3,500, in cases where the full number of required replacement trees cannot be accommodated on the property. While the frequency of such infractions varies from year to year, they remain relatively infrequent, making it challenging to estimate an average annual increase in cash-in-lieu contributions. These funds would be directed to the City’s Tree Reserve Fund, which supports tree planting and maintenance on City-owned lands.

Additionally, the enhanced clarity and detail provided in the amended bylaw may help reduce the number of bylaw violation tickets that are disputed and proceed to adjudication, thereby lowering administrative costs associated with staff attendance at hearings.

Tree Bylaw Amendments 2025

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Recommend that Council support the proposed amendments to the Tree Bylaw.
	2	Request additional information before making a final decision on the proposed amendments.
	3	Not proceed with the proposed amendments.

ATTACHMENTS

Attachment 1: Proposed Tree Bylaw Amendments

Lead author(s): Dominic Long, Paula Jones, Mitchell Guest, Calvin Wagner

Development Permit and Development Variance Permit for 2365 & 2371 Kelly Avenue – Further Information and Issuance

RECOMMENDATION:

That Development Permit (DP000597) and Development Variance Permit DVP00107 for 2365 & 2371 Kelly Avenue be issued.

PREVIOUS COUNCIL/COMMITTEE ACTION

June 24, 2025, Committee of Council approved the following resolution:

1. *Authorize staff to provide notice of the DVP00107 application to vary off-street parking regulations of the Parking and Development Management Bylaw; and*
2. *Advise Council that issuance of Development Variance Permit DVP00107 and Development Permit DP000597 to facilitate construction of a non-market rental housing development at 2365 & 2371 Kelly Avenue is supported.*

REPORT SUMMARY

At their June 24, 2025 meeting, Committee of Council authorized staff provide to notice of a Development Variance Permit application to facilitate construction of a non-market rental apartment building at 2365 & 2371 Kelly Avenue. Accordingly, notice was mailed to residents and/or businesses within 40m (131.2 ft) of the subject property.

Committee also resolved to support the DP and DVP applications, but requested that Council be provided a copy of the draft Housing Agreement between the City and the property owner (BC Housing), and additional information on the justification proposed parking arrangement and the operating agreement between the operator (New View Society) and BC Housing for review prior to consideration of permit issuance. Committee also requested clarification on the value of the parking variance as a cash-in-lieu payment.

The draft Housing Agreement is attached to this report. Staff note some of the key components of the Agreement include:

- *Tenure* – The building is restricted to units in rental tenure
- *Occupancy* - The intent of the building is to provide permanent residences for independent tenants with disabilities, with priority to those living with mental illness (as per section 1.1 hh, and section 2.2.)
- *Affordability* – All units are to be rented at an affordable rate (rent geared to income {RGI} and shelter allowance)
- *Building Management* – Operators must be public housing body as defined in the Residential Tenancy Act and adhere to the provisions of the Agreement; the City will be consulted prior to changes in operator.

Development Permit and Development Variance Permit for 2365 & 2371 Kelly Avenue – Further Information and Issuance


- *Management of parking* – parking will be managed to ensure the supply does not exceed demand, including provisions that no more than 12 tenants are permitted to have vehicles licenced at the building (as per Section 2.5);
- *Term* – the Agreement term is 60 years, or the life of the building and runs with the land.

The New View Society has provided additional information on the rational for the building's proposed parking arrangement, and additional context pertaining to their operating agreement with BC Housing (attached). This letter advises that existing buildings operated by the Society have consistently demonstrated very limited need for visitor or resident parking and provides details and history of the Society's partnership successes with BC Housing over the last several decades, noting an operating agreement with a 5-year term is the industry norm and advising the Society has no concerns with the length of this term or apprehension the agreement would not be renewed.

BC Housing (property owner) has provided the attached correspondence which details their intent to work in long term partnership with New View Society and provides additional context to support the requested parking variance.

Staff note that the value of the parking variance (based on payment of 40k cash-in-lieu for 56 parking stalls) is \$2.24M; should the City approve the DVP, the estimated in-kind contribution to the project would be \$2.56M.

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Approve issuance of the Development Permit and Development Variance Permit.
	2	Defer issuance of the Permits and request staff to provide further information or changes to the Development Variance Permit conditions (to be specified).
	3	Decline to issue the Development Variance Permit and direct the applicant to revise the Development Permit to meet the regulations of the Parking and Development Management Bylaw prior to further consideration.

ATTACHMENTS

Attachment 1 – Report to Committee of Council, June 24, 2025
Attachment 2 – Draft Housing Agreement
Attachment 3 – Letter from New View Society
Attachment 4 – Letter from BC Housing

Lead author(s): Graeme Muir and Jennifer Little

Development Permit and Development Variance Permit Applications for 2365 and 2371 Kelly Avenue

RECOMMENDATION:

That Committee of Council:

- 1. Authorize staff to provide notice of the DVP00107 application to vary off-street parking regulations of the Parking and Development Management Bylaw; and*
- 2. Advise Council that issuance of Development Variance Permit DVP00107 and Development Permit DP000597 to facilitate construction of a non-market rental housing development at 2365 & 2371 Kelly Avenue is supported.*

REPORT SUMMARY

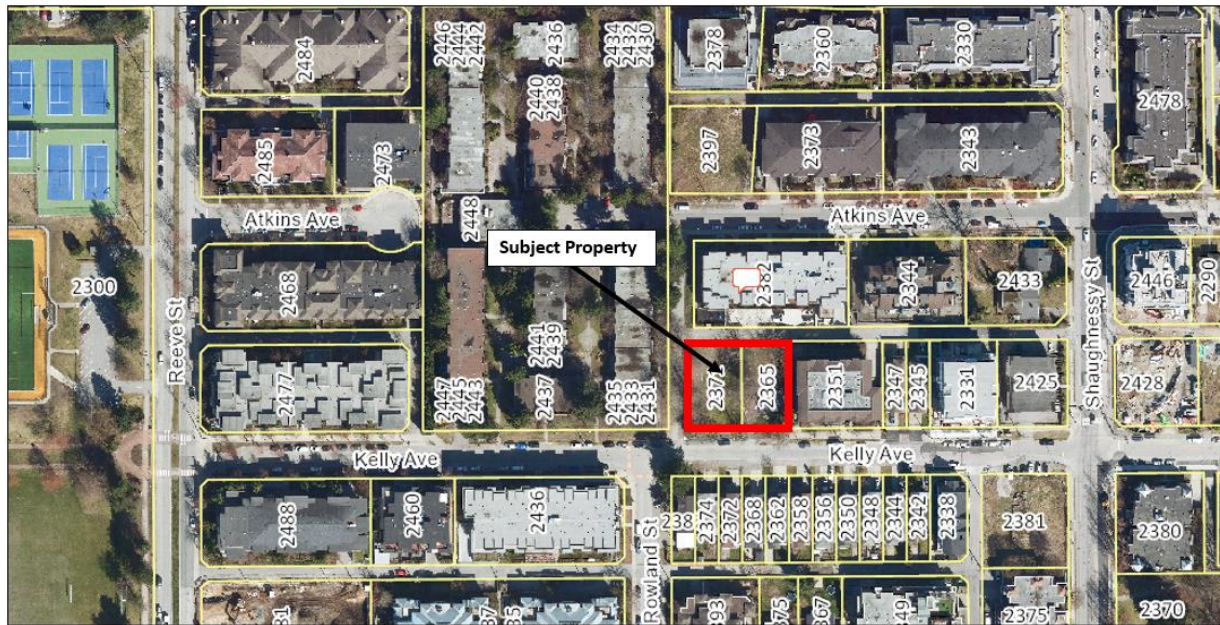
This report describes a proposal to construct a non-market rental apartment building 2365 & 2371 Kelly Avenue. The proposed development is the result of a partnership between BC Housing, as the property owner, and New View Society, as the housing operator, to construct a 74 unit, six-storey high performance building to provide independent living for individuals with some level of intellectual or developmental disability. The proposal includes requests to vary parking and family-housing requirements and provides for registration of a Housing Agreement to secure the affordability of the units and responsible management of the building, tenants and parking in perpetuity. Staff recommend Committee authorize staff to provide public notification of the variances and advise Council that Committee supports issuance of the development permit and the development variance permit.

BACKGROUND

Proposal: The New View Society, in partnership with BC Housing (property owner), has applied for a development permit and development variance permit to facilitate construction of a 6-storey, 74-unit non-market rental development at 2365 & 2371 Kelly Ave.

Context: The 1,641 m² (17,663.56 ft²) site is located midblock along the north side of Kelly Avenue and is flanked with lanes to the west and north. The surrounding neighbourhood is already largely developed with apartment residential uses of various ages and densities. Gates Park and Riverside Secondary School are located to the west and the downtown commercial area is to the north. The site is comprised of two lots; the property is generally flat, is currently vacant of structures and fenced for security.

Development Permit and Development Variance Permit Applications for 2365 and 2371 Kelly Avenue



Location Map

Policy and Regulations: The Official Community Plan designates the site as High-Density Apartment Residential and allows for higher profile attached residential uses. The property is zoned RA2 (Residential Apartment 2), which accommodates multi-family residential buildings with floor area ratios of up to 2.5 and heights up to 10 stories.

The objectives of the site's Downtown and Environmental Conservation development permit area designations are intended to:

- Create a sense of community in intensive residential areas by improving the relationship and connection between public and private space along intensive residential streets.
- Facilitate the orderly development of the area and to encourage coordination of the siting, form, and volume of intensive residential buildings and their areas for parking, storage, and landscaping
- Encourage sustainable development and building design, efficient use of energy, water and other resources, and the reduction of waste and pollution.

OCP policies and the Housing Needs Report support meeting housing affordability objectives and encourage the development of rental housing and options for households that do not want or cannot afford to own their home.

The City's Processing of Development Applications Policy provides for the City to fast-track public interest applications through the various application review processes and process the applications at the City's cost.

Development Permit and Development Variance Permit Applications for 2365 and 2371 Kelly Avenue

Project Description: The proposed development is a 6-storey, non-market rental building with 74 apartment units ranging in size from 36m² (384 ft²) to 84m² (905 ft²). The applicants advise the intent of the building is to meet the special needs of individuals with some level of intellectual or developmental disability who are capable of independent living and access offsite supports; accordingly, the proposed unit sizes and mix reflect this intent with a higher number of smaller units including 59 studio units, five 1-bedroom units, and ten 2-bedroom units. All of the units have been designed to be inclusive to those with mobility challenges; five are accessible units and the rest will meet BC Building Code requirements for adaptable units.

Project Profile:

	Bylaw Regulations ¹	Proposed ²	Variance
Site area minimum	930 m ²	1,641 m ²	
Floor area ratio	Up to 2.5	2.1	
Dwelling units	n/a	74	
Accessible units	n/a	7% (5 units)	
Adaptable units	30% (22 units)	93% (69 units)	
Family-oriented units	25% (19 units)	3% (2)	17 units
Building lot coverage	60%	60%	
Building Setbacks:			
Front (Kelly Avenue)	4.0 m	4.0 m	
Interior side (east)	3.0 m	3.0 m	
Interior side (west - lane)	3.0 m	4.0 m	
Rear (lane)	7.5 m	7.5 m	
Building height	30 m	24.73 m	
Indoor amenity space	148 m ² (2 m ² per unit)	239 m ²	
Outdoor amenity space	259 m ² (3.5 m ² per unit)	260 m ²	
Parking (total)	74	18	56
Resident	74	12	
Visitor	-	6	
Small car	25% max (18)	3% (2)	
Accessible spaces	1	2	
Bicycle parking			
Long-term (bike room)	74 (1 per dwelling)	74	
Short-term (bike rack)	6	6	

¹ Refer to the Zoning, Parking and Development Management and Building and Plumbing bylaws for specific regulations

² Information provided by applicant

Development Permit and Development Variance Permit Applications for 2365 and 2371 Kelly Avenue



Looking north along Kelly Ave



Looking northeast at the corner of Kelly Ave and the lane

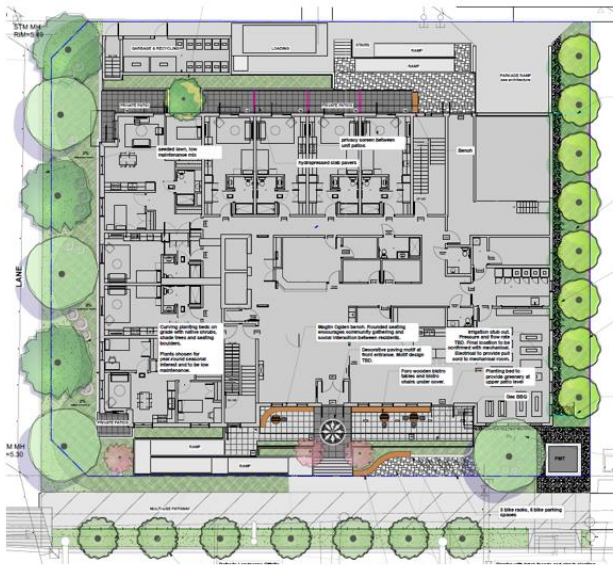
The applicant advises the design of the building and landscaping reflects development permit guidelines and has been heavily influenced by the intent to soften the height and massing of a taller building, reduce energy consumption by meeting BC Energy Step Code 4 requirements and the desire to promote community and facilitate residents' connections within the building design.

The building is oriented towards Kelly Avenue with a prominent, covered front pedestrian "porch" entrance that includes outdoor seating to encourage a sense of community. The overall character is reflective of the early 20th century time period with brick, horizontal lines and vertical windows; the overall massing and setbacks of upper floor is intended to reflect the 2-4 storey expressions of surrounding buildings, and to articulate and reduce the building's size from the street. The design also provides residents access to a south-facing rooftop deck on the 2nd storey to take advantage of the natural light. Brick masonry is used throughout, extending up to the fourth story and wrapping around the west façade. Hardie-shingle fibre-cement cladding is also provided with vertical spindle railings.

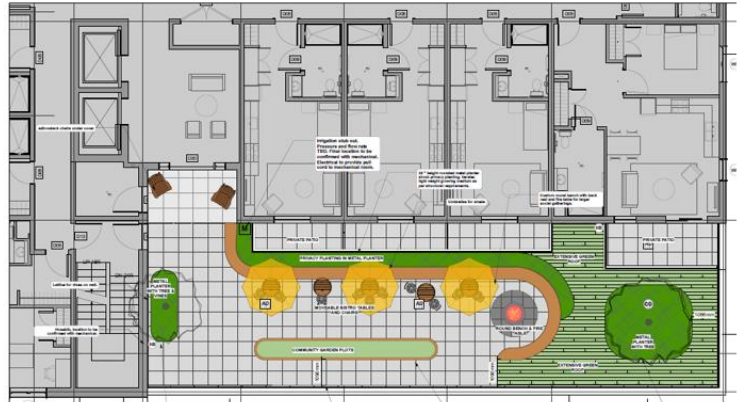
Vehicle access to the underground parking structure is to be located off the rear lane, with both visitor and residents' stalls along with a vehicle wash station. The underground structure will also include secured bike parking and a scooter parking room with short-term bike parking provided at the front of the building. The garbage and recycling facilities are located in a secured structure off the rear lane. There is also a dedicated parking space along the lane for a shuttle service, which will be provided to help meet transportation needs of residents.

The overall development is designed to encourage resident connections with ample communal spaces to gather, including a large entrance lobby and dedicated areas for seating on each upper floor, with attached balconies. The additional amenity space has been programmed with resident access to meeting rooms, a multi-purpose room, kitchen, gym and laundry facilities. The common outdoor spaces at the first and second storeys are surrounded with landscaping and a covered patio, programmed with a community garden, and additional space for residents to socialize.

Development Permit and Development Variance Permit Applications for 2365 and 2371 Kelly Avenue



Proposed landscape at grade



Outdoor amenity space on second storey

In order to accommodate construction, fifteen trees will be removed; including one city-owned tree on the boulevard. The landscape plan proposes to plant 19 new trees, including Maples, Beeches, Snowbells and Lilacs, 1,231 native shrubs and 100 assorted perennials plants within concrete planters, evenly spaced around the edges of the site.

The project will meet environmental conservation area designation as it is being built to Step code 4 with the potentially to achieve a Net-Zero Energy performance). This designed energy performance includes ventilation using Energy Recovery Ventilators (ERVs), a high efficiency VRF-based heat pump system, high efficiency gas heaters activated during peak demand periods, plumbing fixtures with reduced flow rates to conserve potable water consumption, and a detention tank for storm collection, releasing rainwater at a controlled rate during significant rainfall events. A complete list of conservation measures is provided in Schedule A of the draft development permit.

Offsite requirements: The development requires typical off-site improvements including: upgrades to Kelly Avenue ($\frac{1}{2}$ road plus one meter, curb and gutter, 3-meter wide concrete multi-use path, road drainage, landscaping and street lighting), upgrades to the lanes and 3m x 3m corner cuts to the west side of the property. Service upgrades will be required as necessary, and the undergrounding of all overhead utilities. Final off-site improvements would be determined at building permit stage.

Requested Variances:

Parking: The application requires consideration of a variance which would provide for parking requirements to be reduced from 74 stalls to 18 stalls. The applicant advises the parking reflect the anticipated special needs of the intended tenants and was confirmed based on an assessment of historical parking data from existing New View Society residences/clients. The proposal provides 12

Development Permit and Development Variance Permit Applications for 2365 and 2371 Kelly Avenue

spaces for tenants, and 6 visitor parking spaces, two of which are expected to be primarily used by staff (concierge/building manager and janitorial staff). The applicant has advised that all residents will have access to a shuttle service managed by New View Society and, along with bike parking, the building has a secure room with scooter parking and charging spaces.

In order to ensure the parking needs of residents do not exceed supply in perpetuity, the property owner, BC Housing, has proposed to register a Housing Agreement as a condition of DVP issuance which provides a commitment to responsible parking management for the site, including ensuring only 12 tenants are permitted to have a registered vehicle at any one time and providing confirmation and details of tenant vehicle registration to the City upon request.

Family Oriented Dwellings: The applicant has also requested to vary the City's requirement for family-oriented dwelling units. The applicant notes that the building provides for housing that is primarily designed to meet the needs of independent individuals with disabilities and the unit mix/configuration reflects this intent. The applicant further notes 10 of the units are two bedrooms with balconies, which does ensure availability of larger units. The proposed Housing Agreement would also secure housing affordability and detail management/operations of the building.

DISCUSSION

The residential building is attractive, utilizing a variety of architectural approaches to ensure the design meets the intent of the development permit guidelines, incorporates quality materials such as brick, and integrates well into the existing neighbourhood character. The formal entrance and programmed common terrace, as well as indoor gathering spaces will provide for ample opportunities for building community and enhanced wellbeing of the intended tenants. The extraordinary energy performance measures will exceed standards and expectations of the environmental conservation development permit regulations.

The development also aligns with City OCP policies to encourage housing affordability and options to meet the needs of a diverse community, and the findings of the Housing Needs Report which identified the need for more for secure rental units at non-market rates and for varied individual needs. The requested variance to parking and family-friendly units are reasonable given the intended tenant mix of the building, and staff anticipate impacts will be mitigated through an ongoing commitment to responsible parking management and transportation support provided through shuttle services.

Approval of the development permit and requested variances is recommended. As a condition of DVP issuance, staff will finalize a Housing Agreement with the BC Housing to secure housing affordability, detail management/operations of the building and parking, and confirm City input into the selection of any future operator.

Development Permit and Development Variance Permit Applications for 2365 and 2371 Kelly Avenue

FINANCIAL IMPLICATIONS

In accordance with the Processing of Development Applications Policy, the City did not require Development Permit and Development Variance Permit application fees, which total \$13,000.

PUBLIC CONSULTATION

A sign notifying residents of the development permit application was posted on the site November 29, 2024; Planning staff have not received any input specific to the building and landscaping design.

Staff conducted a site visit on June 5th, 2025, to ensure that the sign is in good standing on the subject property.



OPTIONS (✓ = Staff Recommendation)

	#	Description
✓	1	Authorize notification of the development variance permit application, and recommend Council issuance of the development variance permit and development permit at a future Council meeting.
	2	Request additional information or amendments if Committee is of the opinion that such information or amendment would assist in its evaluation of how the design complies with the development permit area designation or variances to regulations.
	3	Refuse the application(s) if the Committee is of the opinion the application does not conform to the design guidelines or does not support the variances to regulations.

ATTACHMENTS

Attachment 1: Draft Development Permit

Attachment 2: Draft Development Variance Permit

Lead author(s): Graeme Muir and Jennifer Little

THE CORPORATION OF THE CITY OF PORT COQUITLAM

“DEVELOPMENT PROCEDURES BYLAW, 2013, NO. 3849”

DEVELOPMENT PERMIT

NO. DP000597

Issued to: Provincial Rental Housing Corporation, INC.NO. BC0052129
(Owner as defined in the Local Government Act,
hereinafter referred to as the Permittee)

Address: 1701-4555 Kingsway, Burnaby, BC V5H 4V8

1. This Development Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied by this Permit.
2. This Development Permit applies to and only to those lands within the Municipality described below, and any and all buildings, structures and other development thereon:

Address: 2365 and 2371 Kelly Ave, Port Coquitlam

Legal Description: LOT K DISTRICT LOT 289 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN 22141

LOT L DISTRICT LOT 289 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN 22141

P.I.D.: 009-154-833; 009-154-876

3. The above property has been designated as a Development Permit Area under Section 9.0 – Development Permit Area in the “Official Community Plan Bylaw, 2013, No. 3838”.
4. “Port Coquitlam Zoning Bylaw, 2008, No. 3630” and “Parking and Development Management Bylaw, 2018, No.4078” are varied, supplemented or both in accordance with the following:
 - a. The form and character of the building, including the siting, height and general design, shall be as shown on drawings numbered DP000597 (1) to DP000597 (29) which are attached hereto and form part of this permit.
 - b. The form and character of on-site landscaping shall be as shown on drawings numbered DP000597 (18) to DP000597 (28) and the following standards for landscaping are imposed:

- (i) All landscaping works and planting materials shall be provided in accordance with the landscaping plan and specifications thereon, which form part of this permit and is attached hereto.
 - (ii) All planting materials shall be able to survive for a period of one year from the date of the site landscape approval by the Municipality.
- c. The building and landscaping shall provide the energy conservation, water conservation and GHG emission reduction elements as shown on Schedule A to the drawings which are attached hereto and form part of this permit.

5. Landscape Security

- (a) As a condition of the issuance of this permit, the security set out below will be held by the Municipality prior to the issuance of a building permit to ensure satisfactory provision of landscaping in accordance with the terms and conditions as set forth in Clause 4 above. There is filed accordingly an irrevocable Letter of Credit or cash security in the amount \$324,096.00 for the purpose of landscaping.
- (b) Should any interest be earned upon the security, it shall accrue to the Permittee and be paid to the Permittee if the security is returned. A condition of the posting of the security is that should the Permittee fail to carry out the works or services as hereinabove stated, according to the terms and conditions of this permit within the time provided, the Municipality may use the security to complete these works or services by its servants, agents or contractors, and any surplus shall be paid over to the Permittee.
- (c) The Permittee shall complete the landscaping works required by this permit within six months of the final inspection for the final phase of the development. Within the six month period, the required landscaping must be installed by the Permittee, and inspected and approved by the Municipality.

If the landscaping is not approved within the six month period, the Municipality has the option of continuing to hold the security until the required landscaping is completed or has the option of drawing the security and using the funds to complete the required landscaping, and recoup additional costs from the Permittee if necessary. In such a case, the Municipality or its agents have the irrevocable right to enter into the property to undertake the required landscaping for which the security was submitted.

- (d) Should the Permittee carry out the works and services permitted by this permit within the time set out above, the security shall be returned to the Permittee.
6. The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this permit and any plans and specifications attached to this permit, which shall form a part hereof.

7. This permit shall lapse if the Permittee does not substantially commence the construction permitted by this permit within two years of the (issuance) date of this permit.
8. The terms of this permit or any amendment to it, are binding on all persons who acquire an interest in the land affected by this permit.
9. This permit is not a building permit.

APPROVED BY THE COMMITTEE OF COUNCIL THE _____ DAY OF MARCH 2025.

SIGNED 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)

NEW VIEW SOCIETY 2371 KELLY AVE., PORT COQUITLAM

ISSUED FOR DP PRIOR TO REV. 1 - 2025-01-10



HOUSING EFFICIENCY

Units:	1,208 (64% N1 N1)
Circulation:	1020 (56% P)
Indoor Amenity:	2,760 (12.5% P) Includes 2.0 m ² per Dwelling Unit = 1,410 m ²
Outdoor Amenity/ Landscape Open Space (Excluded):	2,010 (9.1% P) Includes 2.0 m ² per Dwelling Unit = 2,010 m ²
Private Outdoor Amenity (Excluded):	1,010 (4.6% P)
Service Areas:	14 m ² (0.6% P)
Admin Areas:	50 m ² (0.2% P)
Total:	4,840 m ² (21.7% P)
GFA:	4,450 m ² (81.2% P) Excludes Outdoor Amenity
Efficiency:	1.09 (Ratio of GFA)

Unit Mix (Total):

2 Bed (Adaptable):	10 units (0.8%)
1 Bed (Adaptable):	6 units (0.5%)
Studio (Total):	60 units (5.0%)
Accessible:	5 units (0.4%)
Total:	74 units (6.1% N1 N1)
Units Per Acre:	14 units on C-1 Acre = 14.0 UPA

PROJECT INFORMATION

SITE INFO	009-154-870 & 009-154-833
ADDRESS	2371 KELLY AVE
LEGAL	2371-2371 KELLY AVE
ZONING	INVEST DISTRICT, PLAN 11002141 (GROUP 1)
LOT AREA	17663.56 sq ft
BUILDING AREA	10607.45 sq ft
LOT COVERAGE	60%

SETBACKS	PERMITTED (m)	PERMITTED (ft)	PROPOSED (m)	PROPOSED (ft)
FRONT	4.00 m	13.12 ft	4.00 m	13.12 ft
REAR	7.50 m	24.61 ft	7.50 m	24.61 ft
SIDE (WEST)	4.00 m	13.12 ft	4.00 m	13.12 ft
SIDE (EAST)	3.00 m	9.84 ft	3.00 m	9.84 ft

DATUMS & HEIGHTS	METRIC	IMPERIAL
AVERAGE NATURAL GRADE	5.55 m	18.21 ft

FLOOD CONSTRUCTION LEVEL	9.88 m	22.67 ft
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ALLOWABLE HEIGHT	30.00 m	98.43 ft
PROPOSED HEIGHT	24.73 m	81.14 ft

GROSS FLOOR AREAS	REQUIRED (sq m)	REQUIRED (sq ft)
PARKING GARAGE	963.67 sq m	10372.85 sq ft
FIRST FLOOR	925.14 sq m	9959.11 sq ft
SECOND FLOOR	712.51 sq m	7659.28 sq ft
THIRD FLOOR	712.51 sq m	7659.28 sq ft
FOURTH FLOOR	712.51 sq m	7659.28 sq ft
FIFTH FLOOR	674.53 sq m	7280.57 sq ft
SIXTH FLOOR	674.53 sq m	7280.57 sq ft

TOTAL (EXCLUDING PARKING GARAGE)	4562.80 sq m	49437.31 sq ft
----------------------------------	--------------	----------------

FAR EXCLUSIONS	644.53 sq m	6959.00 sq ft
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GFA - FAR EXCLUSIONS	3510.40 sq m	37856.58 sq ft
----------------------	--------------	----------------

ALLOWABLE FAR	2.5	4102.5 sq m
PROPOSED FAR	2.1	3510.40 sq m

OPEN SPACE	25.9 sq m	278.58 sq ft
REQUIRED OPEN (1% OF GFA)	25.9 sq m	278.58 sq ft
PROPOSED OPEN SPACE	25.9 sq m	278.58 sq ft

UNITS PER ACRE	REQUIRED UPA	PROPOSED UPA
REQUIRED UPA	N/A	162.5
PROPOSED UPA	N/A	162.5

PARKING	REQUIRED	PROPOSED
One (1) parking space per dwelling unit	74	18

One (1) bike space per dwelling unit	74	74
--------------------------------------	----	----

See (B) short-term bike spaces minimum for a building containing more than 20 units	6	6
---	---	---

SUITE SCHEDULE

UNIT TYPE	QUANTITY	AREA (sq m) / UNIT	AREA (sq ft) / UNIT	SUITE NUMBERS
A STUDIO ADPT	50	35.7	383.9	1,2, 105, 106, 108, 107, 1,08, 202, 203, 205, 206, 207, 208, 209, 210, 211, 214, 302, 303, 305, 306, 307, 308, 309, 310, 313, 314, 402, 403, 404, 405, 407, 408, 409, 412, 413, 414, 504, 505, 506, 507, 510, 511, 512, 604, 605, 606, 607, 610, 611, 612
B1 STUDIO ADPT	3	15.4	166.0	210, 311, 410, 511, 608
B2 STUDIO ADPT	2	4.7	50.5	2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 106, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 204, 206, 209, 212, 213, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

DRAWING SCHEDULE

- A 000 COVER SHEET
- A 000B PERSPECTIVES
- A 101 SITE PLAN
- A 200 PARKING PLAN
- A 201 GROUND FLOOR PLAN
- A 202 2ND FLOOR PLAN
- A 203 3RD FLOOR PLAN
- A 204 4TH FLOOR PLAN
- A 205 5TH FLOOR PLAN
- A 206 6TH FLOOR PLAN
- A 207 ROOF LEVEL PLAN
- A 208 ROOF PLAN
- A 300 ELEVATION - SOUTH & WEST
- A 301 ELEVATION - NORTH & EAST
- A 400 SECTIONS
- A 401 SECTIONS
- A 600 FINISH DETAIL

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12 2024-10-18	Issued for 25% CD
13 2024-11-27	Issued for 50% CD Review
14 2024-12-12	Issued for DP Prior To
15 2025-01-10	Issued for DP Prior To Rev. 1

PROJECT NUMBER:	PROJECT START DATE:
PROJECT ADDRESS:	
2371 Kelly Ave.	
Port Coquitlam BC V3C 1Y3	
PROJECT NAME:	
New View Society 2371 Kelly Ave.	
DRAWING TITLE:	
COVER SHEET	
DRAWING NUMBER:	
A 000	
SCALE:	DRAWN BY:
NTS	GC



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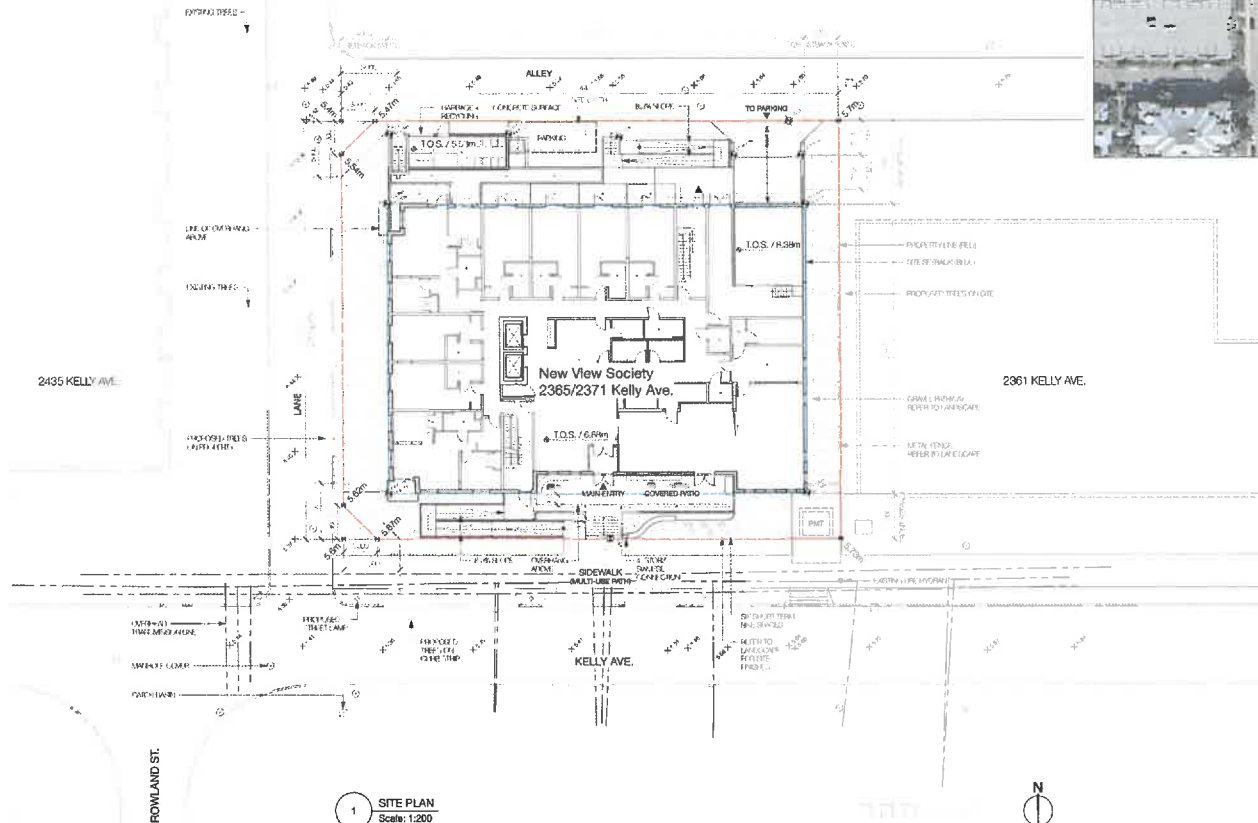
PROJECT ADDRESS
2371 Kelly Ave.
Port Coquitlam BC V3C 1Y3

PROJECT NAME:
New View Society 2371 Kelly
Ave.

DRAWING TITLE
PERSPECTIVES

DRAWING NUMBER
A 000B

SCALE: DRAWN BY:
NTS GC



2 LOCATION PLAN
Scale: 1:1000



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PROJECT NAME:
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DRAWING TITLE:
SITE PLAN

DRAWING NUMBER:
A 101

SCALE: **DRAWN BY:**
GC

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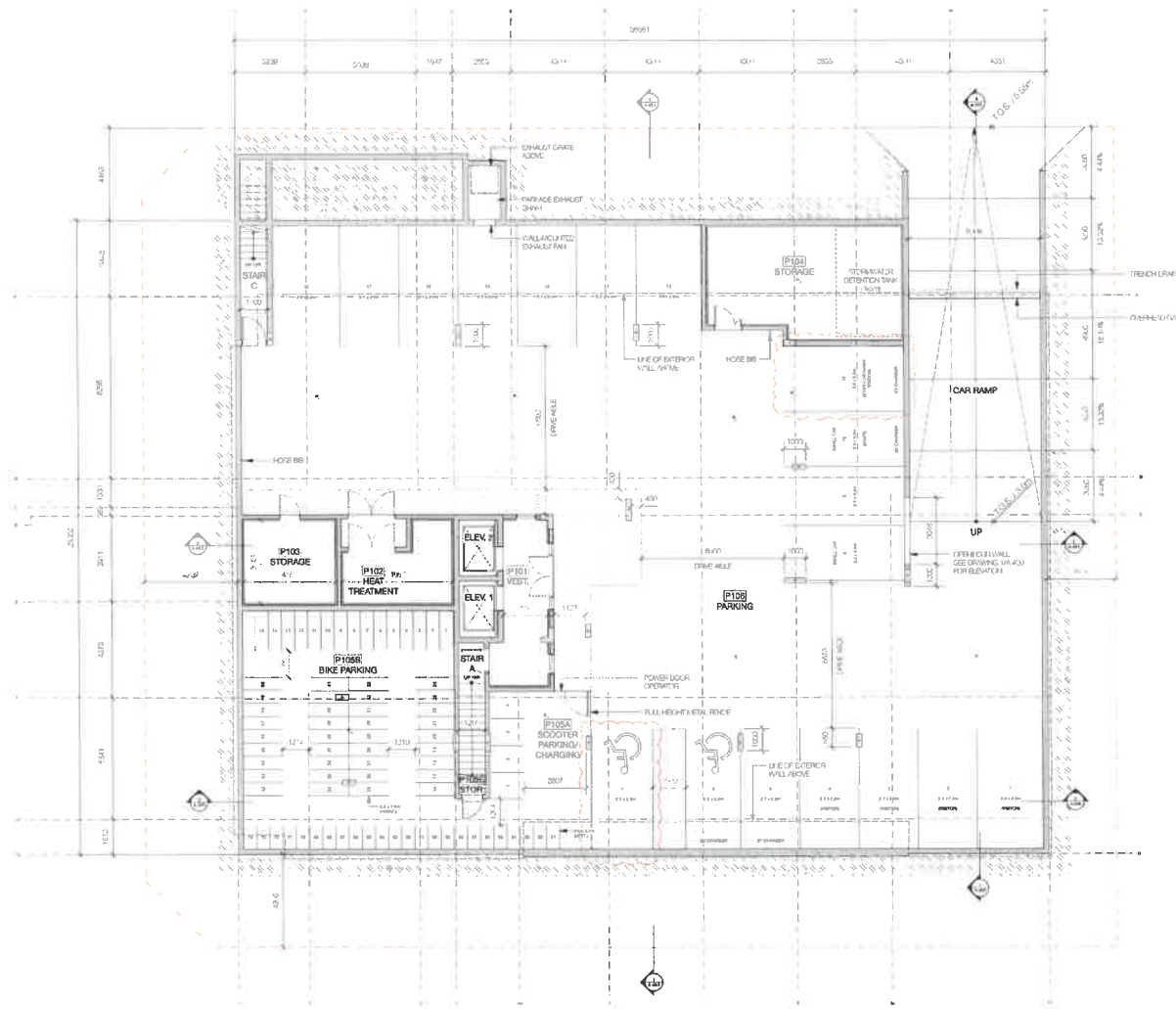
PROJECT NAME: New View Society 2371 Kelly Ave.

DRAWING TITLE:
PARKING PLAN

DRAWING NUMBER.

A 200

SCALE: 1:100
DRAWN BY: GC



PARKING GARAGE

PARKING:	18 SPACES INCLUDING 4 ACCESSIBLE SPACES
BIKE PARKING:	74 SPACES TOTAL 50 HORIZONTAL (68%) 24 VERTICAL (32%)
SCOOTER PARKING:	4 HORIZONTAL

NOTE: ALL APPLICABLE PARKING SPILLS TO BE COMPLETED BY E7 CHAIRLIFTS UNLESS NOTED FOR E7 CHAIRLIFTS TO BE INSTALLED

1 **PARKING PLAN**
Scale: 1:100

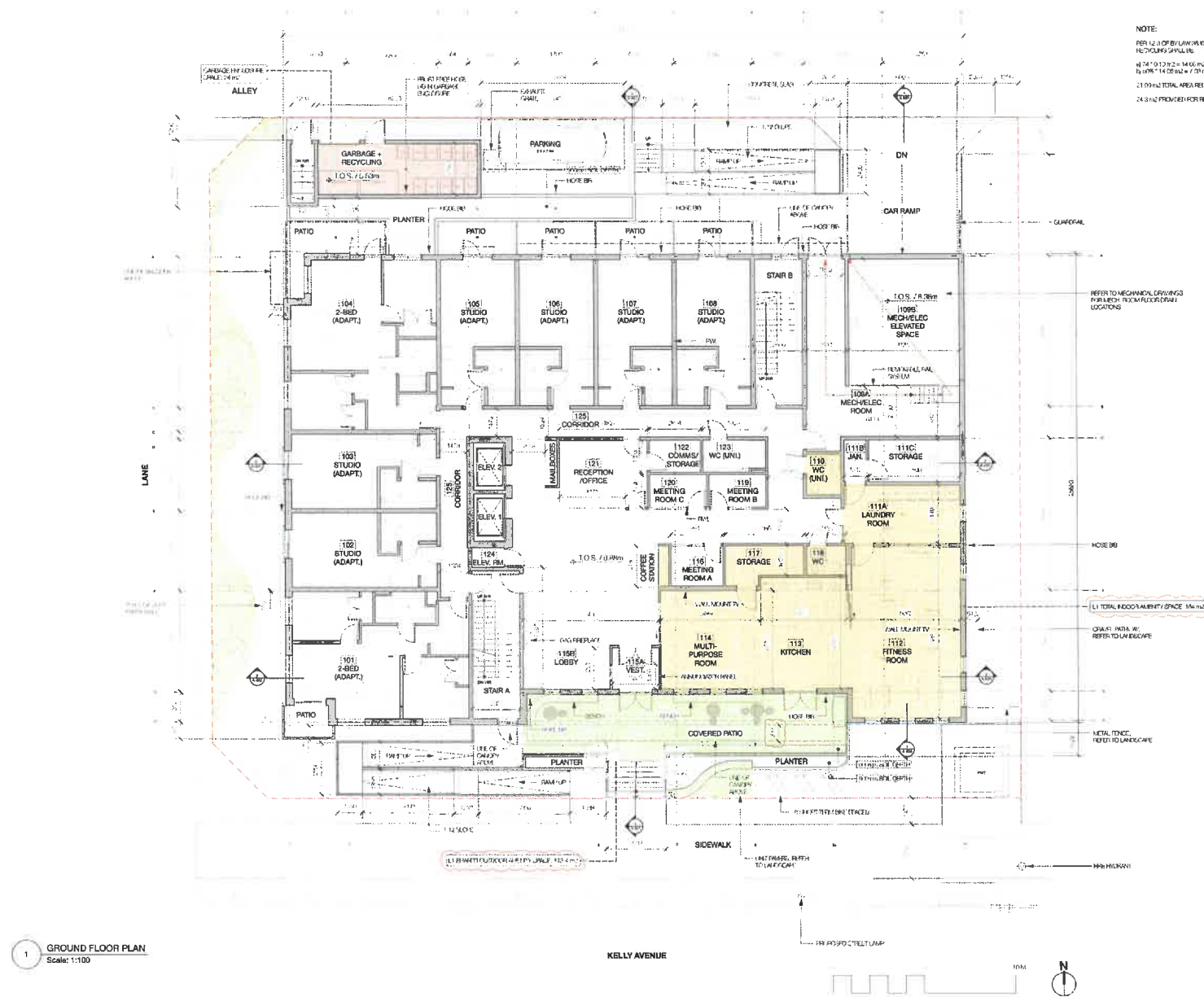




2025-01-10
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NOTE:
PER 12.2 OF BY-LAW 146, SPACE ALLOCATION FOR THE STORAGE OF RECYCLING MATERIAL:
4.14 TO 19.12 m² = 14.00 m² MIN
19.13 TO 24.00 m² = 17.00 m² MIN
21.00 m² TOTAL AREA REQUIRED FOR RECYCLING STORAGE
24.31 m² PROVIDED FOR RECYCLING AND GARBAGE



1 GROUND FLOOR PLAN
Scale: 1:100

REVISIONS:

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12 2024-10-18 Issued for 25%
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13 2024-11-27 Issued for 50%
CD Review
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Prior To
15 2025-01-10 Issued for DP
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2371 Kelly Ave.
Port Coquitlam BC V3C 1Y3

PROJECT NAME:
New View Society 2371 Kelly
Ave.

DRAWING TITLE:
GROUND FLOOR PLAN

DRAWING NUMBER:
A 201

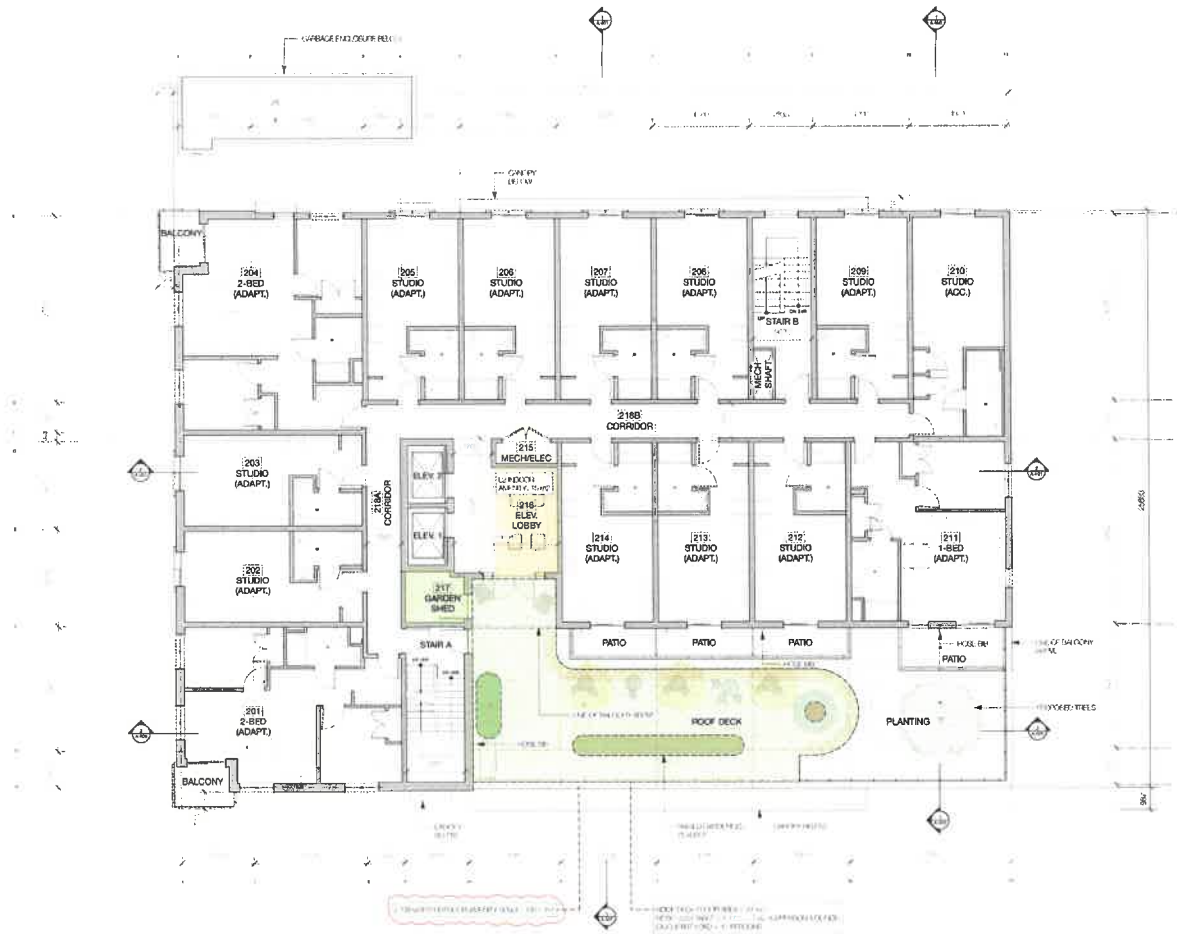
SCALE: 1:100 DRAWN BY: GC

D000597 (5)



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1 2ND FLOOR PLAN
Scale: 1:100

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Prior To
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Prior To Rev. 1

PROJECT NUMBER: PROJECT START DATE:

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Port Coquitlam BC V3C 1Y3

PROJECT NAME:
New View Society 2371 Kelly
Ave.

DRAWING TITLE
2ND FLOOR PLAN

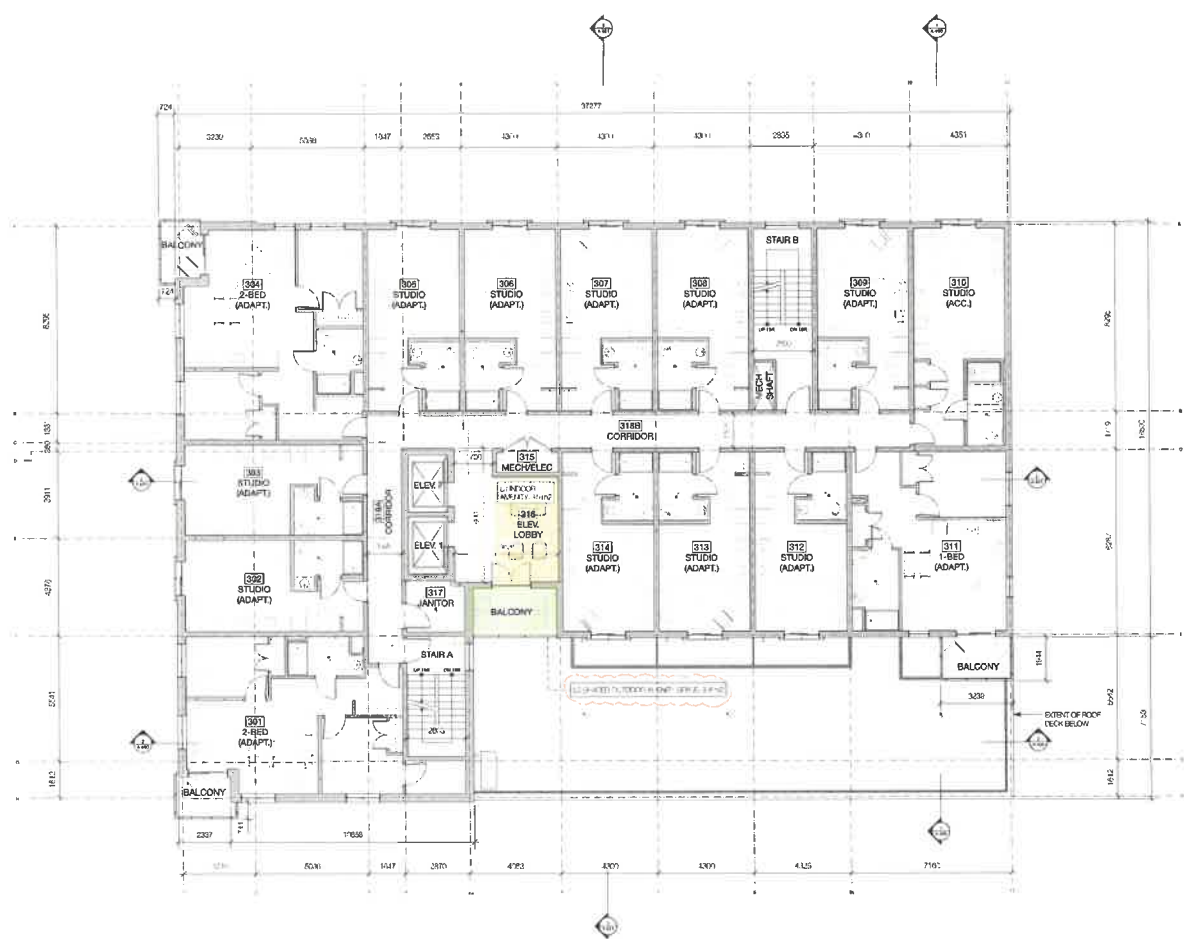
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1 3RD FLOOR PLAN
Scale: 1:100



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15 2025-01-10 Issued for DP Prior To Rev.1

PROJECT NUMBER: PROJECT START DATE:

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Port Coquitlam BC V3C 1Y3

PROJECT NAME:
New View Society 2371 Kelly Ave.

DRAWING TITLE
3RD FLOOR PLAN

DRAWING NUMBER:
A 203

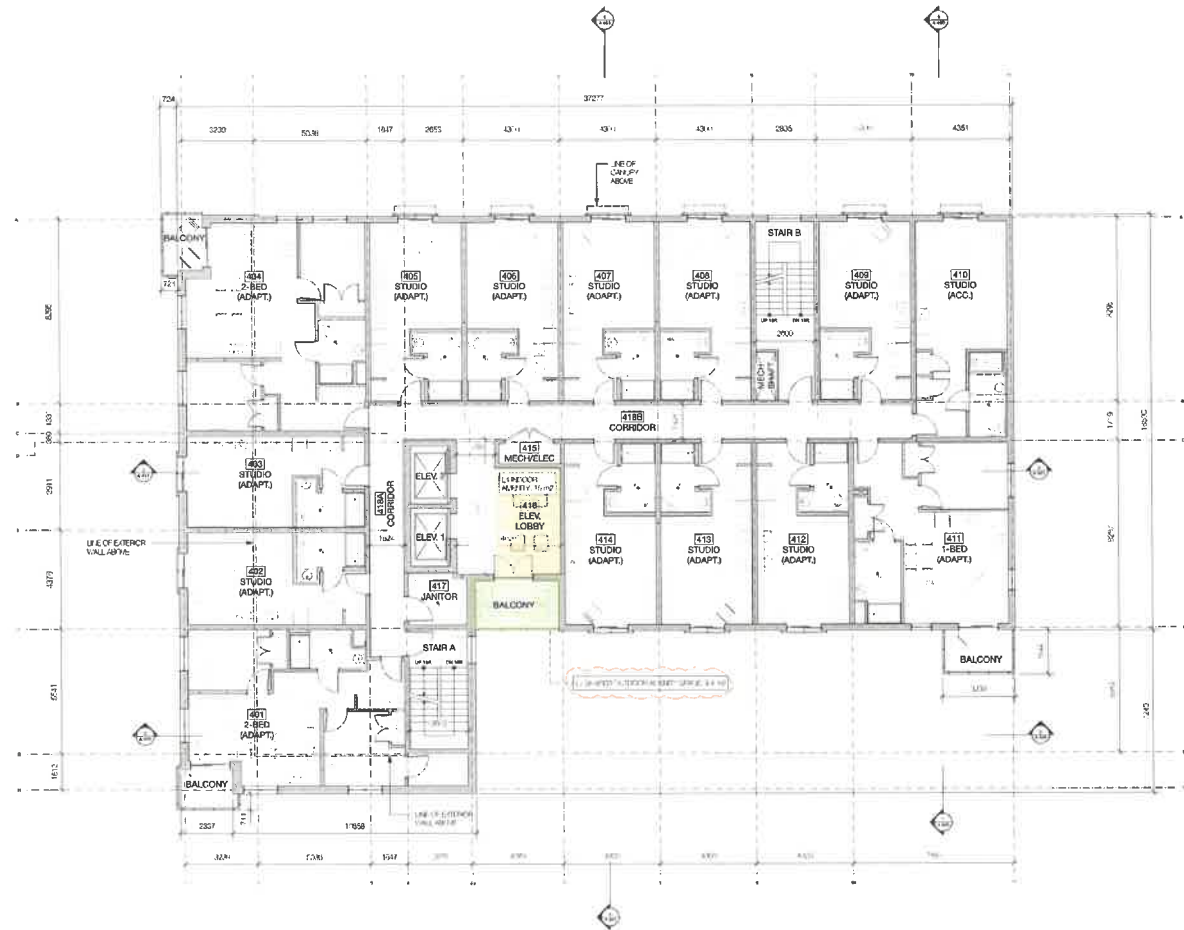
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PROJECT NUMBER PROJECT START DATE

PROJECT ADDRESS
2371 Kelly Ave.
Port Coquitlam BC V3C 1Y3

PROJECT NAME
New View Society 2371 Kelly Ave.

DRAWING TITLE
4TH FLOOR PLAN

DRAWING NUMBER
A 204

SCALE: 1:100 DRAWING BY: GC

1 4TH FLOOR PLAN
Scale: 1:100

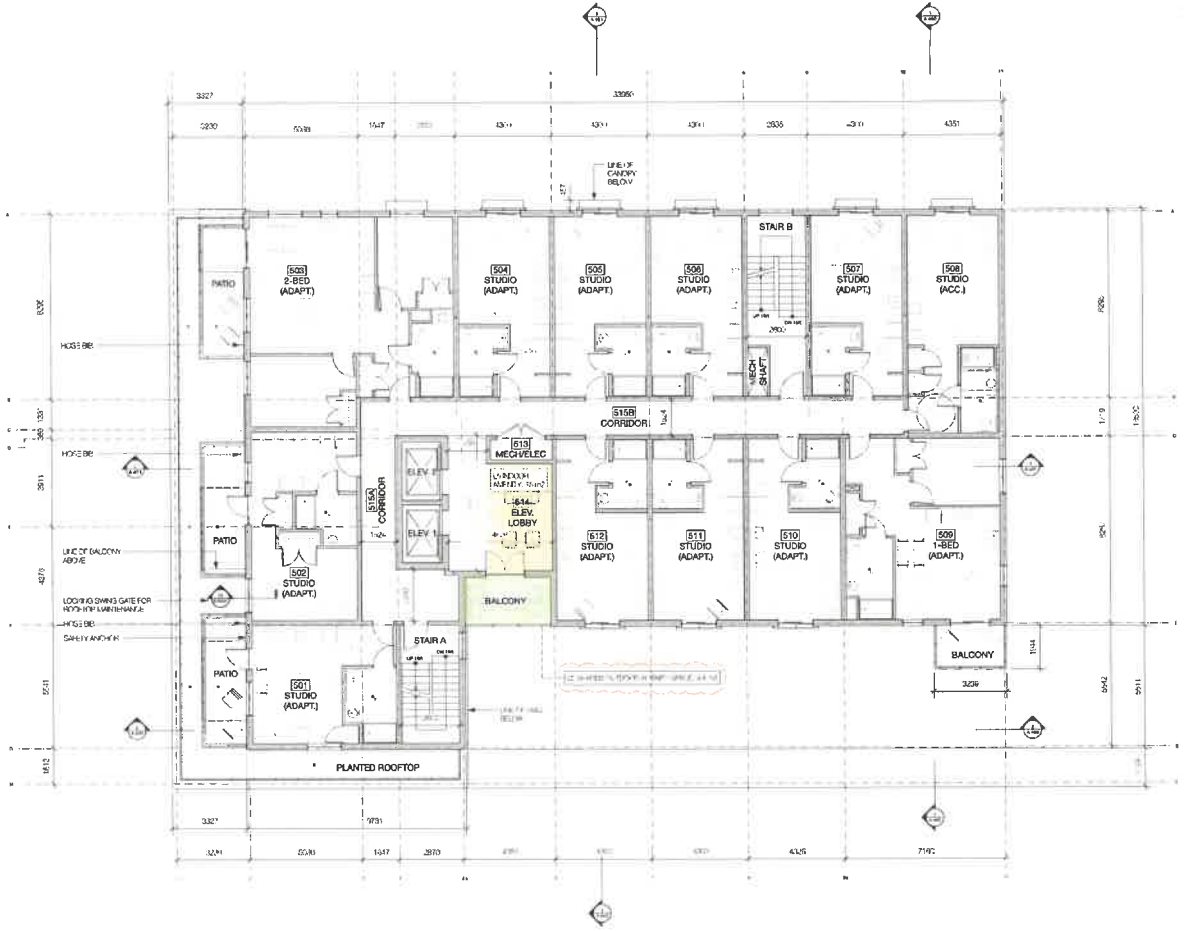


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1 6TH FLOOR PLAN
Scale: 1:100



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- 12 2024-10-18 Issued for 25% CD
 - 13 2024-11-27 Issued for 50% CD Review
 - 14 2024-12-12 Issued for DP Prior To
 - 15 2025-01-10 Issued for DP Prior To Rev.1

PROJECT NUMBER: PROJECT START DATE:

PROJECT ADDRESS:
2371 Kelly Ave,
Port Coquitlam BC V3C 1Y3

PROJECT NAME:
New View Society 2371 Kelly Ave.

DRAWING TITLE:
6TH FLOOR PLAN

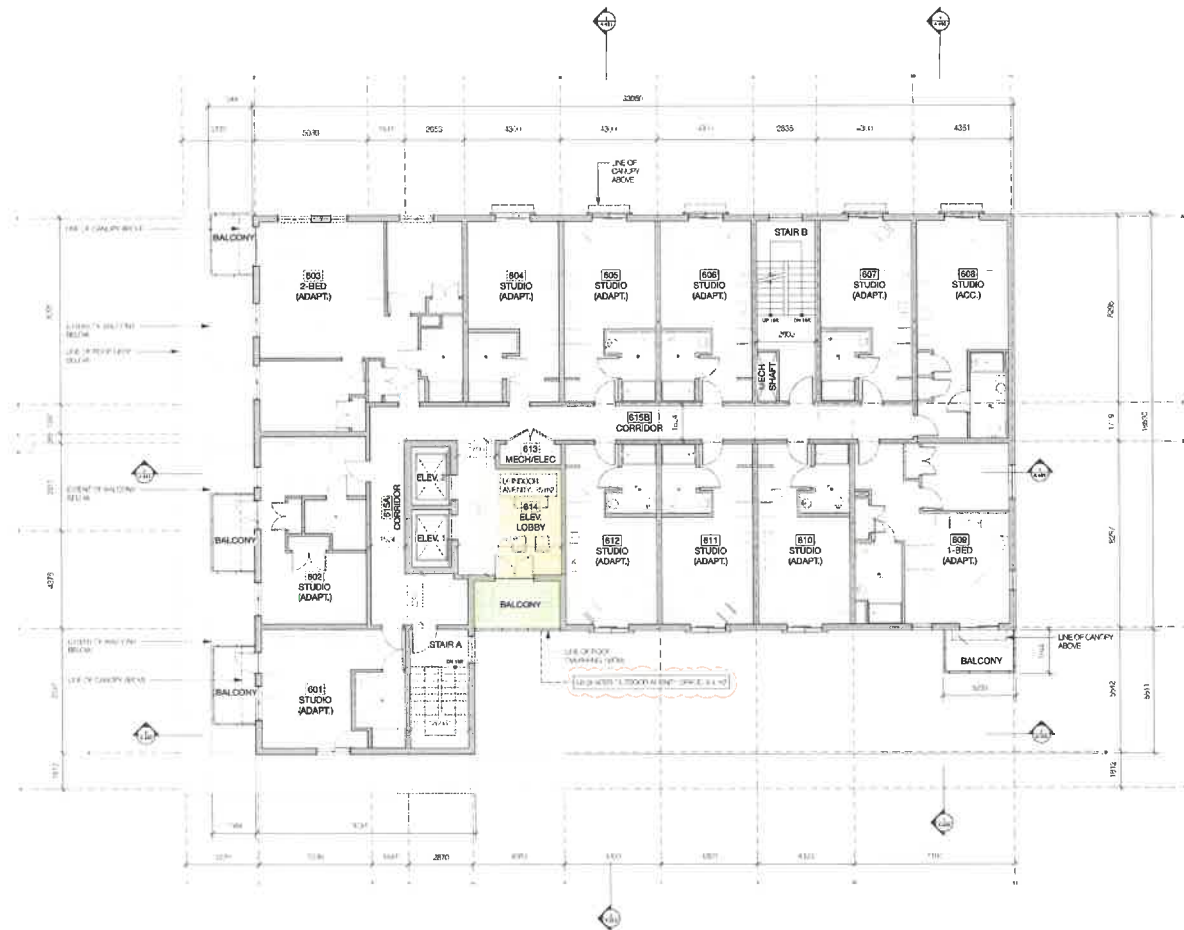
DRAWING NUMBER:
A 205

SCALE: 1:100 DRAWN BY: GC



CONTRACT
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1 6TH FLOOR PLAN
Scale: 1:100

REVISIONS

REVISION	DATE	DESCRIPTION
12	2024-10-18	Issued for 25% CD
13	2024-11-27	Issued for 50% CD Review
14	2024-12-12	Issued for DP Prior To
15	2026-01-10	Issued for DP Prior To Rev.1

PROJECT NUMBER: PROJECT START DATE:

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2371 Kelly Ave
Port Coquitlam BC V3C 1Y3

PROJECT NAME
New View Society 2371 Kelly Ave.

DRAWING TITLE
6TH FLOOR PLAN

DRAWING NUMBER
A 206

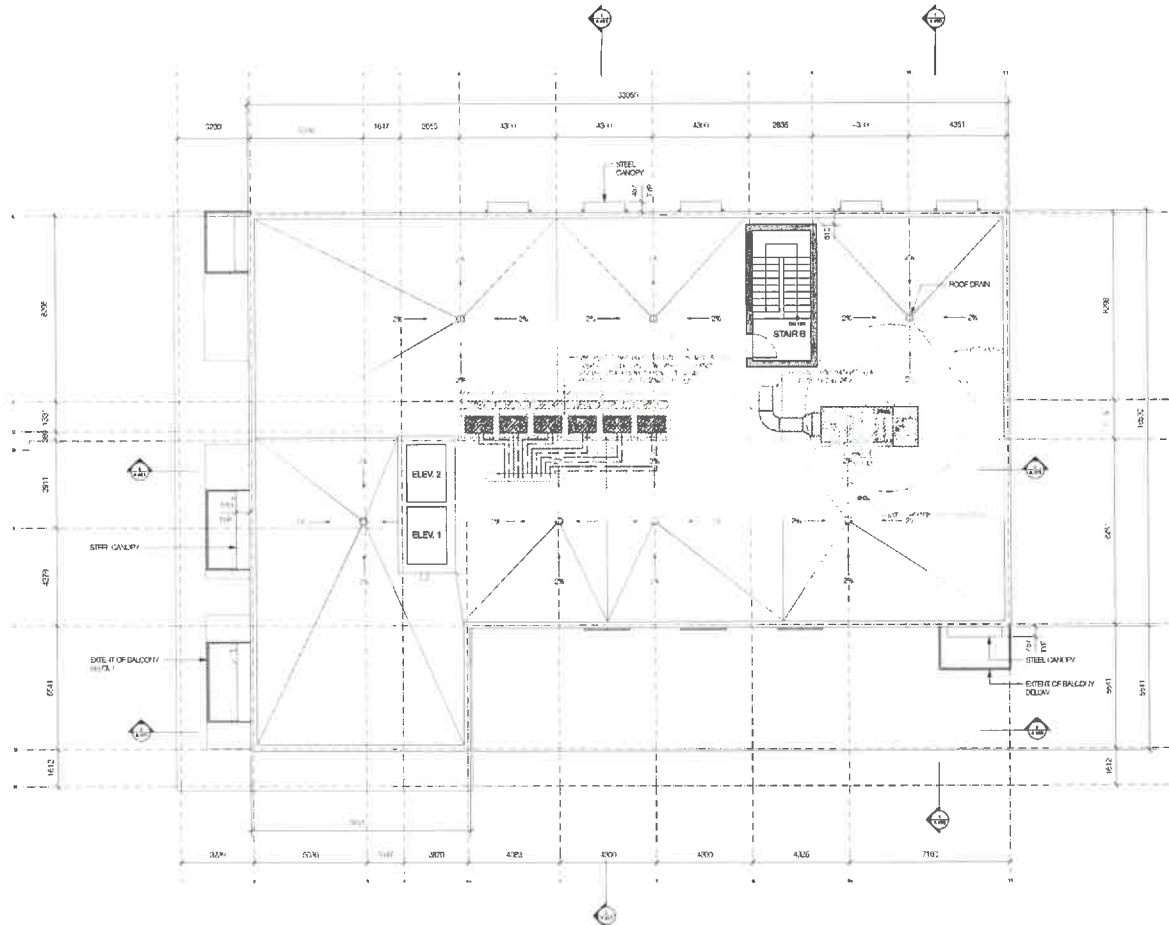
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rha@ronhen.ca VST 168

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1 ROOF LEVEL PLAN
Scale: 1:100



REVISIONS

ISSUES
12 2024-10-18 Issued for 25%
CD
13 2024-11-27 Issued for 50%
CD Review
14 2024-12-12 Issued for DP
Prior To
15 2025-01-10 Issued for DP
Prior To Rev. 1

PROJECT NUMBER PROJECT START DATE

PROJECT ADDRESS
2371 Kelly Ave.
Port Coquitlam BC V3C 1Y3

PROJECT NAME
New View Society 2371 Kelly
Ave.

DRAWING TITLE
ROOF LEVEL PLAN

DRAWING NUMBER
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14	2024-12-12 Issued for DP Prior To
15	2025-01-10 Issued for DP Prior To Rev.1

SCALE. 1:100
DRAWN BY. GC



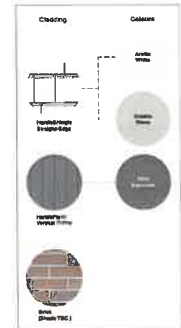
28



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- ELEVATION LEGEND**
1. HATCHES/SHADE
STRAIGHT EDGE
FINE CONCRETE BLOCKS ANTRIC
WHITE
 2. HATCHES/SHADE
STRAIGHT EDGE
FINE CONCRETE BLOCKS
(CONCRETE BLOCKS)
 3. HATCHES/SHADE
V-GROOVE FINE CONCRETE
BLOCKS WITH DEPRESSION
 4. BRICK KINETIC FIBER
 5. ARCHITECTURAL CONCRETE
FINISH
 6. STEEL FRAMED GLASS PANELS
 7. PAINTED STEEL DARK BROWN
TO MATCH WINDOW FRAMES
 8. STEEL CHIMNEY TO ROOFLINE
 9. LIGHT SCENES
 10. VINYL WINDOWS AND DOORS
DARK BROWN
 11. ALUMINUM WINDOWS AND
DOORS DARK BROWN
 12. SOFT LUX WALL SYSTEM ON
BULKHEAD WOODGRAIN FINISH
 13. SOFT LUX VINYL - WHITE
 14. METAL FRAMED GAP
FINISHING
 15. CONCRETE BLOCK PAINT
FINISH



REVISIONS:

ISSUED:
12 2024-10-18 Issued for 25%
CD
13 2024-11-27 Issued for 50%
CD Review
14 2024-12-12 Issued for DP
Prior To
15 2025-01-10 Issued for DP
Prior To Rev. 1

PROJECT NUMBER: PROJECT START DATE:

PROJECT ADDRESS:
2371 Kelly Ave.
Port Coquitlam BC V3C 1Y3

PROJECT NAME:
New View Society 2371 Kelly
Ave.

DRAWING TITLE:
ELEVATIONS - SOUTH & WEST

DRAWING NUMBER:
A 300

SCALE: 1:100 GRAPHIC SCALE: GC

1 SOUTH ELEVATION
Scale: 1:100

2 WEST ELEVATION
Scale: 1:100

D8000597(13)



1 NORTH ELEVATION
Scale: 1:100



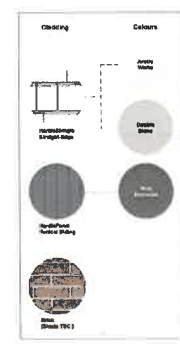
2 EAST ELEVATION
Scale: 1:100



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- ELEVATION LEGEND**
1. HATCHES/INSET
STRAIGHT EDGE
FIBRE CEMENT SIDING/PAINT
(S/INT)
 2. HATCHES/INSET
STRAIGHT EDGE
FIBRE CEMENT SIDING
(DOUBLE SIDING)
 3. HATCHES/INSET/VERTICAL
WOOD/PAINT/CEMENT
SIDING/PAINT/CEMENT
(S/INT)
 4. BRICK/STONE/INSET
 5. ARCHITECTURAL CONCRETE
FINISH
 6. STEEL FRAMED GLASS/PANELS
TO MATCH WINDOW FRAMES
 7. PAINTED STEEL DARK BROWN
TO MATCH WINDOW FRAMES
 8. STEEL CANOPY (3.0' MIN. HIGH)
 9. LIGHT SCENES
 10. VINYL WINDOWS AND DOORS
DARK BROWN
 11. ALUMINUM WINDOWS AND
DOORS DARK BROWN
 12. CORTEX GLASS PANEL SYSTEM FOR
SUNSHINE - WOODGRAIN FINISH
 13. SCOTT (VINYL - WHITE)
 14. METAL WAREHOUSE
FLUORINE
 15. CONCRETE BLOCK, PAINT
FINISH



REVISIONS:

ISSUES:
12 2024-10-18 Issued for 25%
CD
13 2024-11-27 Issued for 50%
CD Review
14 2024-12-12 Issued for DP
Prior To
15 2025-01-10 Issued for DP
Prior To Rev. 1

PROJECT NUMBER: PROJECT START DATE:

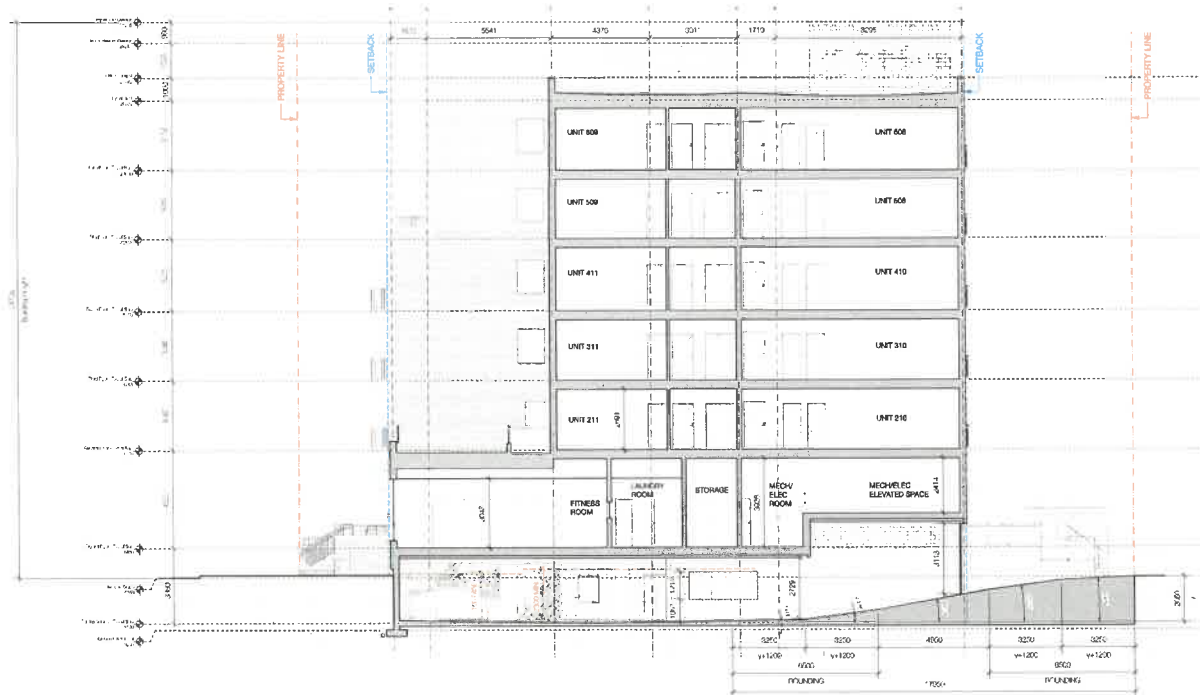
PROJECT ADDRESS:
2371 Kelly Ave.
Port Coquitlam BC V3C 1Y3

PROJECT NAME:
New View Society 2371 Kelly
Ave.

DRAWING TITLE:
ELEVATIONS - NORTH & EAST

DRAWING NUMBER:
A 301

SCALE: 1:100 DRAWN BY: GC



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2025-01-10

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REVISIONS

ISSUES	DATE	ISSUED FOR
12	2024-10-18	Issued for 25% CD
13	2024-11-27	Issued for 50% CD Review
14	2024-12-12	Issued for DP Prior To
15	2025-01-10	Issued for DP Prior To Rev.1

PROJECT NUMBER: PROJECT START DATE:

PROJECT ADDRESS:
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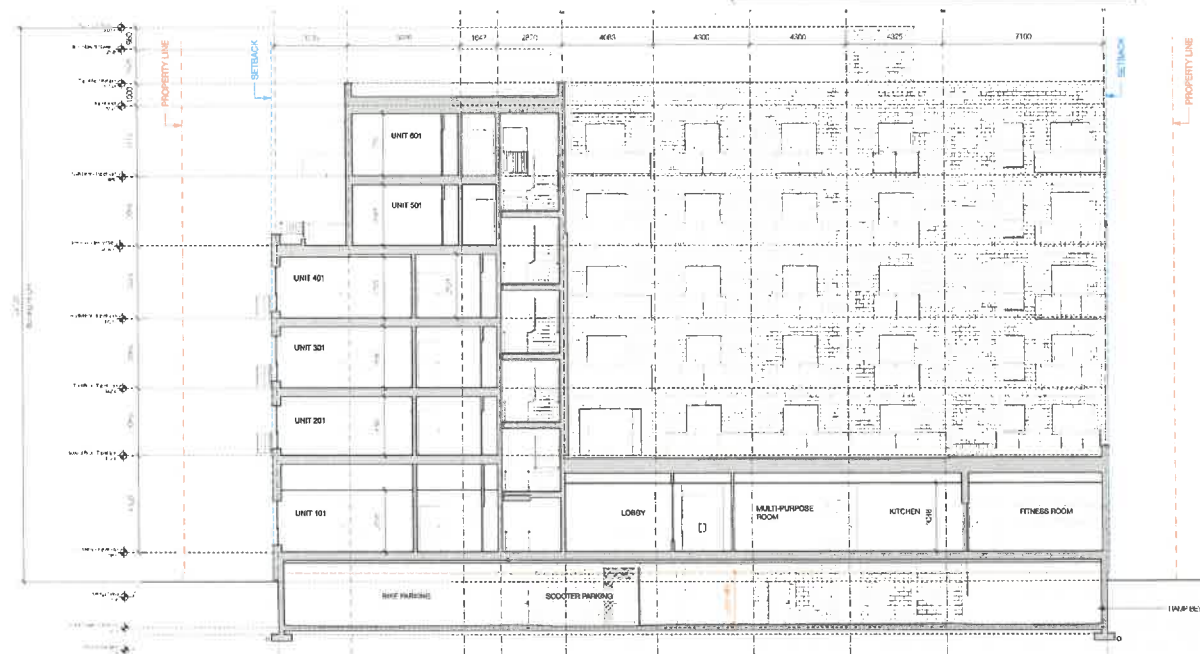
PROJECT NAME:
New View Society 2371 Kelly Ave.

DRAWING TITLE:
SECTIONS

DRAWING NUMBER:
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SCALE:
1:100

DRAWN BY:
GC

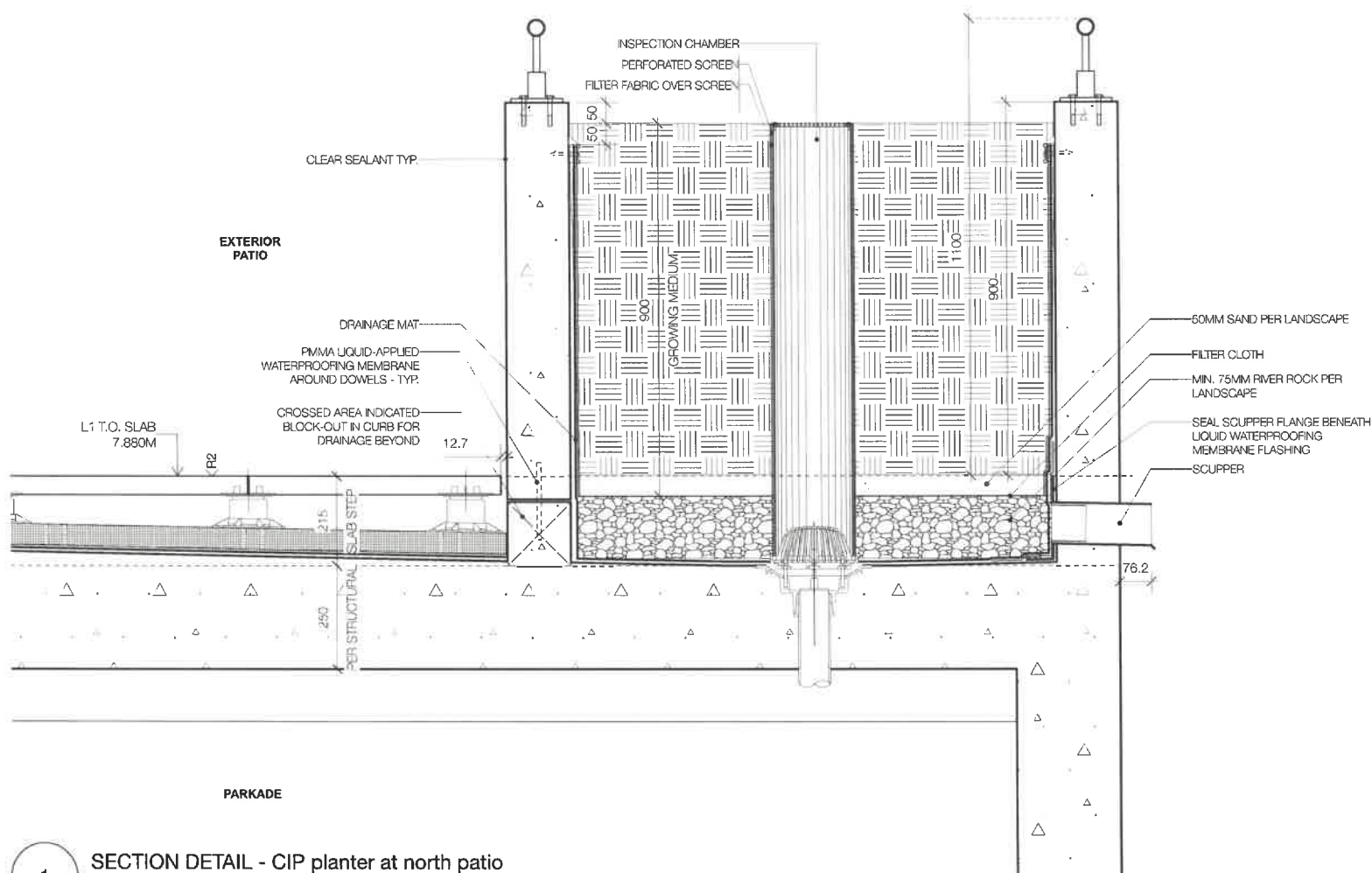


1 N-S SECTION A
Scale: 1:100

2 E-W SECTION A
Scale: 1:100

CONTACT:
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PROJECT No: START DATE:

PROJECT ADDRESS:
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PROJECT NAME:
New View Society 2371 Kelly Ave.

DRAWING TITLE:
PLANTER DETAIL

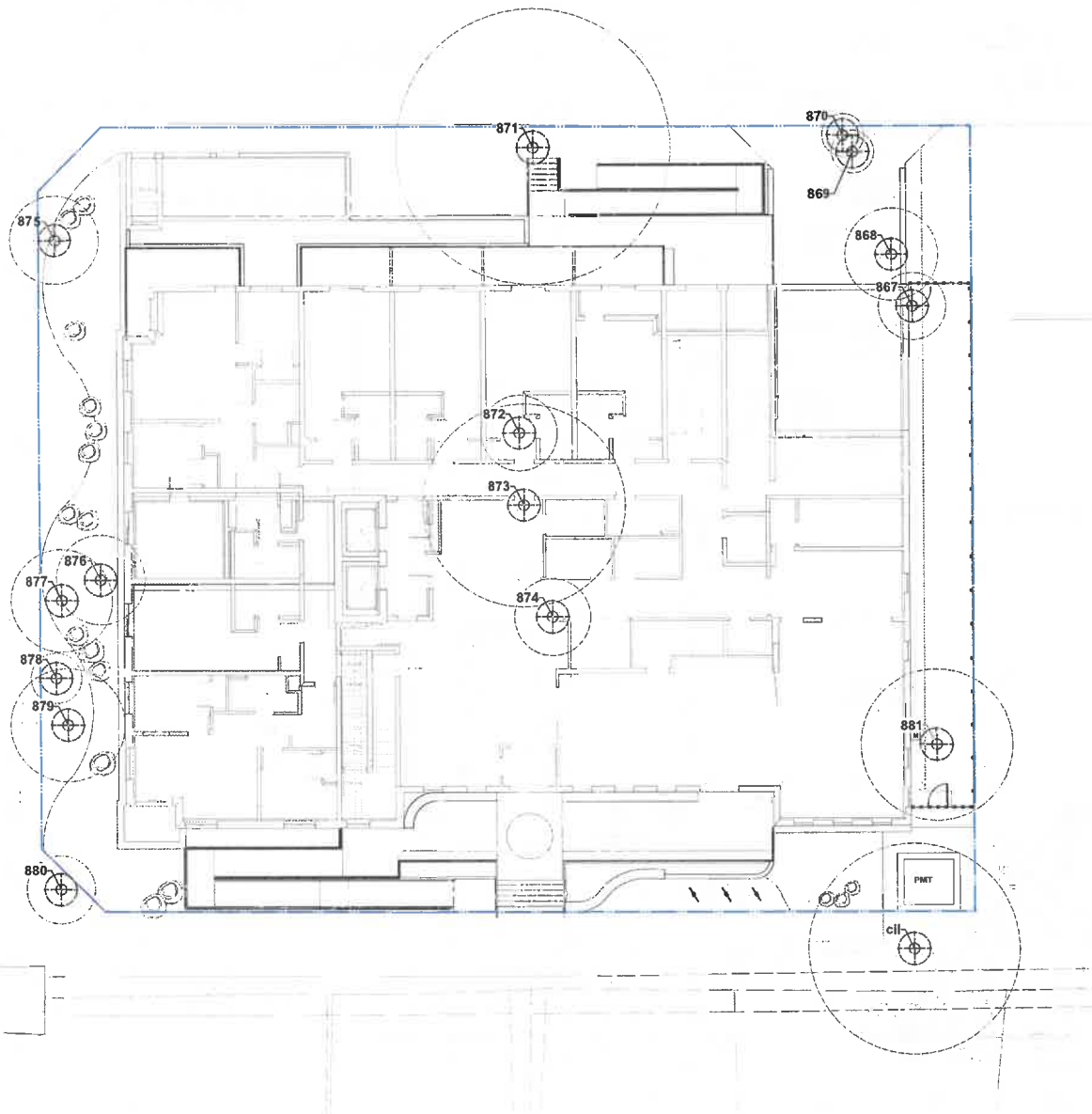
DRAWING NUMBER:

A 600

SCALE: 1:10 DRAWN BY: ND

1

SECTION DETAIL - CIP planter at north patio
Scale: 1:10



1 Tree Management Plan
Scale: 1:100

LANDSCAPE TREE NOTES

1. All landscape construction activities have a high potential for causing damage to trees, roots and soil. The Landscape Contractor shall coordinate with the project Architect prior to the start of landscape operations to avoid tree protection non-compliance and bylaw issues.
2. Install temporary tree protection fencing as per arborist report or tree protection plan, stabilize the fencing during construction. No storage of materials or equipment, or any other activities are allowed within the protection zone during construction.
3. Removal of the tree barriers requires advance coordination and approval by the project arborist.

LEGEND

- Property Line
- Tree protection fence
- Existing Tree: TO BE RETAINED
- Existing Tree: TO BE REMOVED

NOTE: The tree protection barriers must be built and inspected before the building permits can be issued. Please call the building inspector at least monthly and request a tree barrier inspection at least 48 hours in advance of the building permit.

2024-12-12	Issue for DP Prior To
2024-11-21	Issue for 50%
2024-10-16	Coordination
2024-09-13	Issue for DP

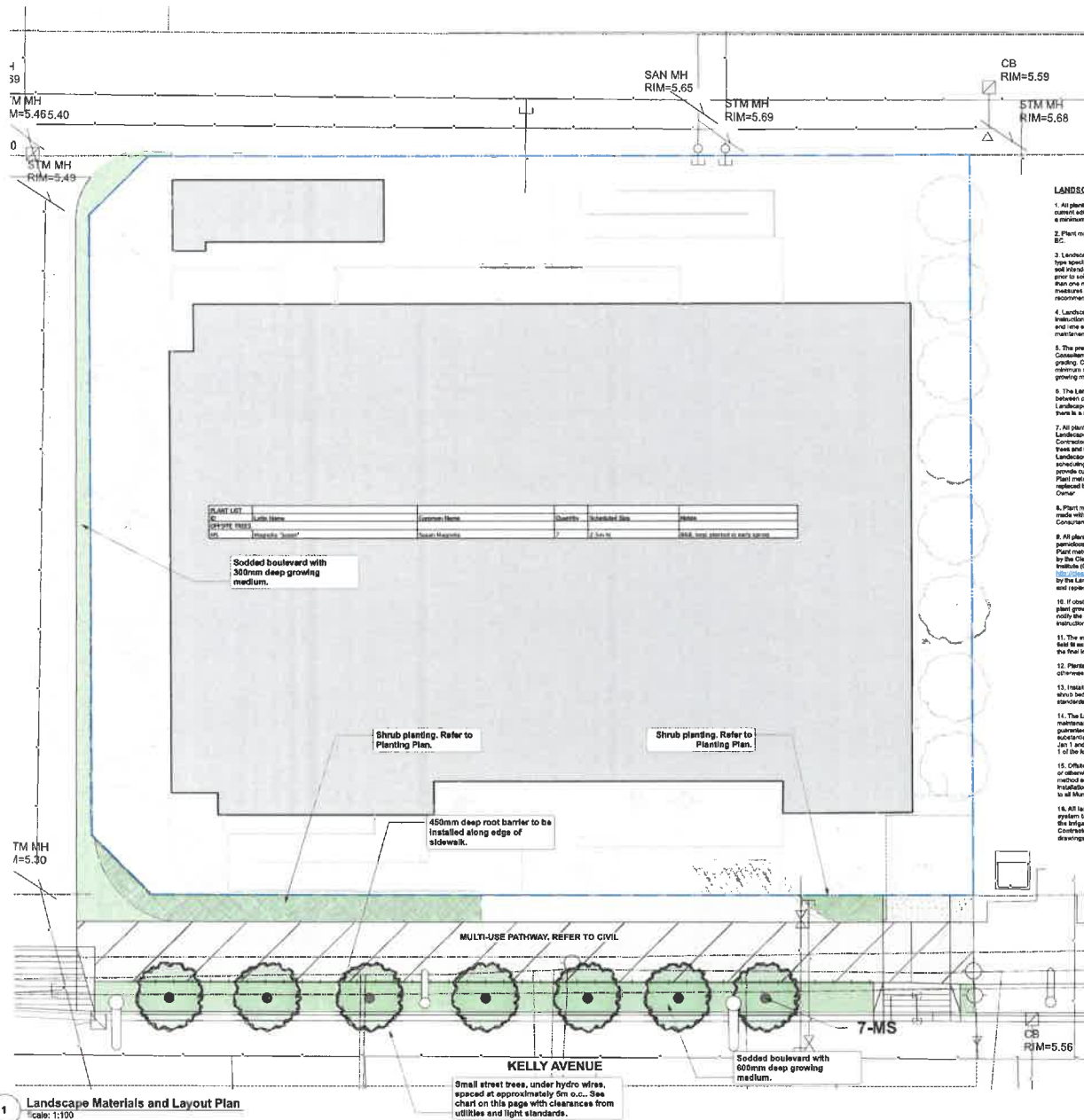
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LANDSCAPE ARCHITECTS
401-688-1502 | info@prospect-refuge.ca
DESIGNED AND BUILT BY PROSPECT & REFUGE LANDSCAPE ARCHITECTS

Project Title and Location
New View Society
2371 Kelly Ave Port Coquitlam BC V3C 1Y3

Particulars Survey
traditional, ancestral and unceded territory of the Kwikwaka'wakw (Kwakwaka'wakw First Nation)

Sheet Title
Tree Management Plan

Project No.	Sheet	as noted
2023-34		
Project Manager	Drawn by	
SHW		
Reviewed by		L1.0
SHW		



LANDSCAPE PLANTING NOTES

1. All planting materials and execution shall conform to the current edition of the Canadian Landscape Standard (CLS) as a minimum acceptable standard.
2. Plant material shall be sourced from Washington State and BC.
3. Landscape Contractor shall submit a soil report for each site type specified on site (including all imported soil and existing soil) and shall provide a copy of the report to the Client prior to soil delivery to site. Soil report shall include CLS measures of soil quality per specified soil type and recommendations for remediation.
4. Landscape Contractor shall submit approval letter per instruction of soil report. Provide documentation of fertilizer and site operations and notes during the installation and maintenance periods.
5. The prepared sub-grade shall be approved by the Client prior to installation of soil and mulch and shall grading. Compacted subgrade shall be a minimum depth of 8" (150mm) immediately before placing growing medium.
6. The Landscape Contractor shall report discrepancies between plant quantities in the plant list and plan to the Landscape Consultant prior to delivery of plant material. Where there is a discrepancy the plan shall supersede the list.
7. All plant material, soil and seeds shall be approved by the Landscape Consultant prior to delivery on site. The Landscape Contractor shall provide photographs with scale reference for trees and installed information for container shrubs to the Landscape Consultant prior to the Landscape Consultant providing a final inspection. The Landscape Contractor shall provide cuttings or samples of soil and seeds for approval. Plant material, soil and seeds related on site shall be retained by the Landscape Contractor at no cost to the Client.
8. Plant material, soil and seed substitutions shall not be made without the written approval of the Landscape Consultant.
9. All plant material (including root balls) shall be free of pesticides, weeds, soil, disease, infection and infestation. Plant material shall be supplied by nurseries who are certified by the Clean Plants Program, Canadian Nursery Certification (CNC), current certification standard (CNC-Certified). Non-conforming plant material provided by the Landscape Contractor shall be removed, disposed of and replaced at the Landscape Contractor's expense.
10. If obstructions or other conditions detrimental to healthy plant growth are encountered, the Landscape Contractor shall notify the Landscape Consultant and request additional instructions.
11. The exact location of trees shall be determined on site and shall be as required. The Landscape Consultant shall approve the final location of trees prior to planting.
12. Plants shall not be planted prior to delivery unless otherwise noted by the Landscape Consultant.
13. Install composted organic mulch to CLS standard on all shrub beds after planting and tree mounds. Follow CLS standards for depth and material.
14. The Landscape Contractor shall provide level 1 maintenance per CLS standard for landscape type and a guarantee for all plant material for 1 year after the date of installation. Plants related prior to June (between Jan 1 and June 1) shall be under extended warranty until June 1 of the following year.
15. Offsite planting shall have landscape approval (technical or otherwise) prior to installation. Size, species, installation method and location require landscape approval at the time of installation. Offsite plant material and installation shall conform to all Municipal requirements.
16. All landscaping shall have a high efficiency irrigation system to RABC standards. Unless otherwise specified, the irrigation system shall be designed by the Irrigation Contractor. The Irrigation Contractor shall provide shop drawings for Landscape Consultant approval.

PROPOSED STREET TREES

- Street tree criteria:
- o Correct species
 - o 2.5 metres height or greater
 - o free of pest and disease
 - o free of injury, or other defects
 - o free of pruning roots
 - o straight upright planting
 - o of good health and vigor
 - o stem base free of twists or binding
 - o plastic tree trunk guards (grass boulevard only)
 - o mulch (grass boulevard only)
 - o one year after planting, any installed tree stakes must be removed

If a planting does not meet these criteria the plant must be corrected or replaced. Plantings are to be maintained in good health and vigor for one year following planting.

Please ensure the Landscape Contractor is aware of the following:

- Planting in a grass boulevard:
- o A wide hole is dug (2-3 times the width of the root ball whenever possible) with sides gradually sloping down to the root ball depth.
 - o The sides of the hole are soil scarified.
 - o Native soil is used for backfilling (unless specified otherwise).
 - o Install trunk guards in place for protection from string trimmers and landscape maintenance.
 - o Wood chips or mulch be applied immediately around the tree.
 - o Mulch and soil must not be in contact with the tree stem.
 - o Remove the top 1/3 of the wire basket, tarp, and all nylon and binding material. Cut the basket or tarp. Do not fold into hole.
 - o Root barriers must be installed along edge of hardscape
 - o Water tree immediately after planting.

9.3.3.3 CLEARANCES

Table 9-3 lists the preferred minimum clearance (measured from outer edge of infrastructure) of trees from:

Infrastructure	Minimum Clearance
Landscape Standards	1.5m - 4.5m
Electrical / Communications / Trolley Poles	1.5m
Driveways / Crossings	1.8m
Signalized Intersection from stop bar	6.0m
Or from traffic signal pole	1.5m
Fire Hydrants	2.0m
Water Meters	2.0m
Service Connections	2.0m
Catchbasins / Valve Boxes	1.5m
Corner Clearances (From Extended Property Line)	3m
Stop Signs	6m
Parking Meters	3m
Buildings (Spreading Trees)	Clear of Tree Pit / Surround
Buildings (Columnar Trees)	2m

Trees shall not be planted in the following locations:

- o Over building encroachments under the sidewalk (areaways).
- o Under canopies or overhead signs.

2024-10-12	Issue for DP Prior To
2024-11-21	Issue for 50%
2024-10-16	Coordination
2024-09-13	Issue for 10%
2024-06-07	Initial Concept for Review
Date	Issue Notes



Prospect & Refuge
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100-1000 1st Avenue, Suite 100
Vancouver, BC V6C 1A1
Phone: 604-681-1000
Website: www.prospectandrefuge.ca

Project Name: New View Society
2371 Kelly Ave Port Coquitlam BC V3C 1Y3

Project Location: (traditional, ancestral and unceded territory of the ɪxw̱w̱am First Nation)

Project Title: Landscape Offsite Plan

Project No: 2023-24

Project Manager: SHW

Project Status: as noted

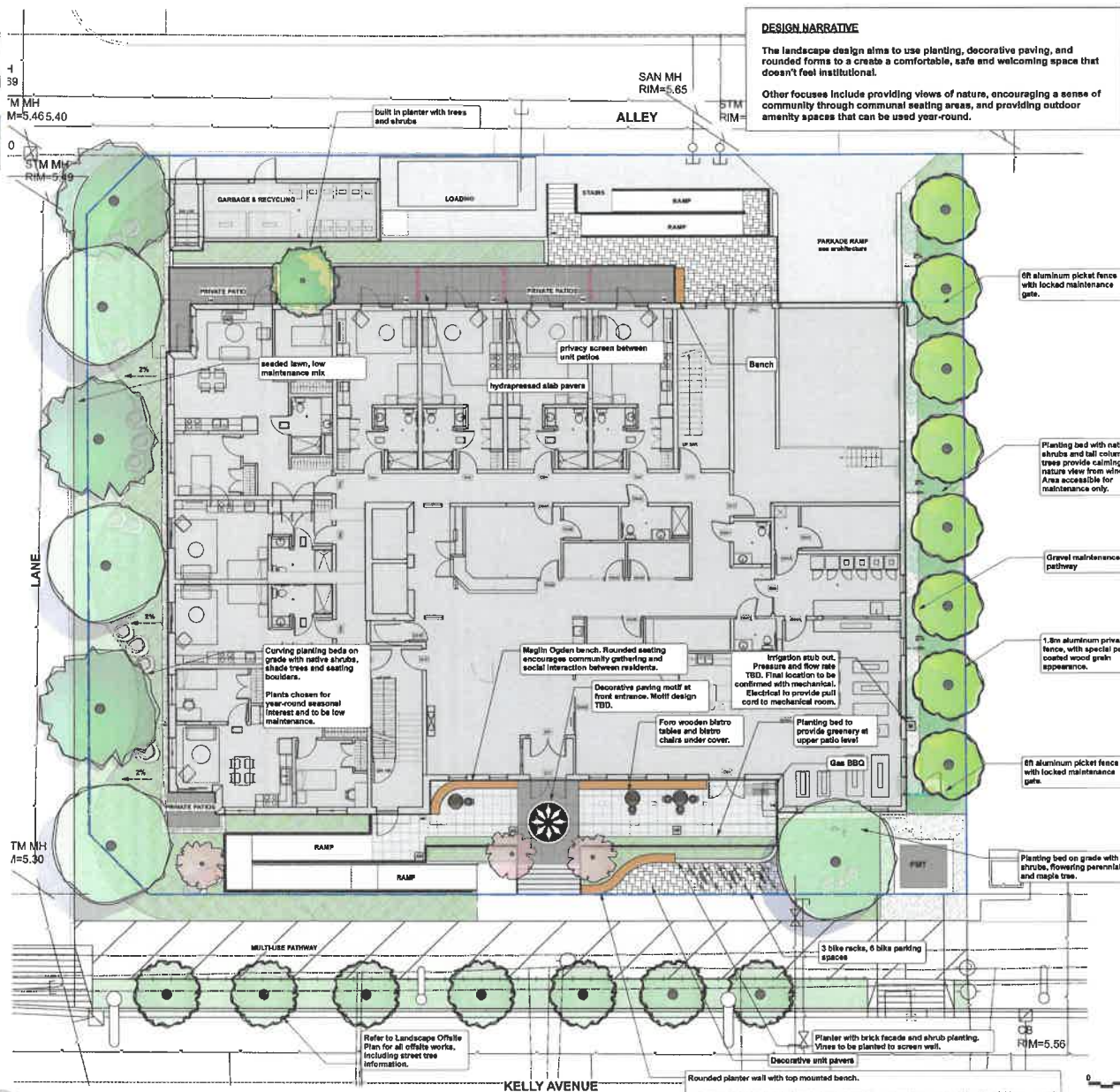
L1.1



Low maintenance sideyard planting



Planting beds with rounded edges



1 Landscape Materials and Layout Plan
Scale: 1:100



Round bench



Example of decorative paving motif



Paving motif to include imagery of an iris flower

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LANDSCAPE ARCHITECTS
2371 Kelly Ave. Suite 100
Vancouver, BC V6K 3K6
Tel: 604-681-1000
www.prospectandrefuge.ca

Project No. 2023-24
Scale as noted
Project Manager SHW
Drawn By SHW

Issue No. L2.0

Issue Dates

Date	Issue Notes
2024-12-12	Issue for DP Prior To
2024-11-21	Issue for 50%
2024-10-16	Coordination
2024-09-13	Issue for DP
2024-06-07	Initial Concept for Review



Metal Planter and Green Roof



Privacy planting at private patios















Round Bench with fire table



Rounded planter shapes



LEGEND	
	Property Line
LANDSCAPE MATERIALS:	
	Hydroressed Blab Pavers
	Hydrophased Blab Pavers
SOFTSCAPE MATERIALS:	
	Estative Green Roof
	Metal Planter
LINES & SYMBOLS	
	Building roof overhang
	Bench
	Adirondack Chair
	Community Garden Plantes
	Magnif New Wooden Slats Table and Barne Chaise
	Irrigation Stub Out
	Hassle



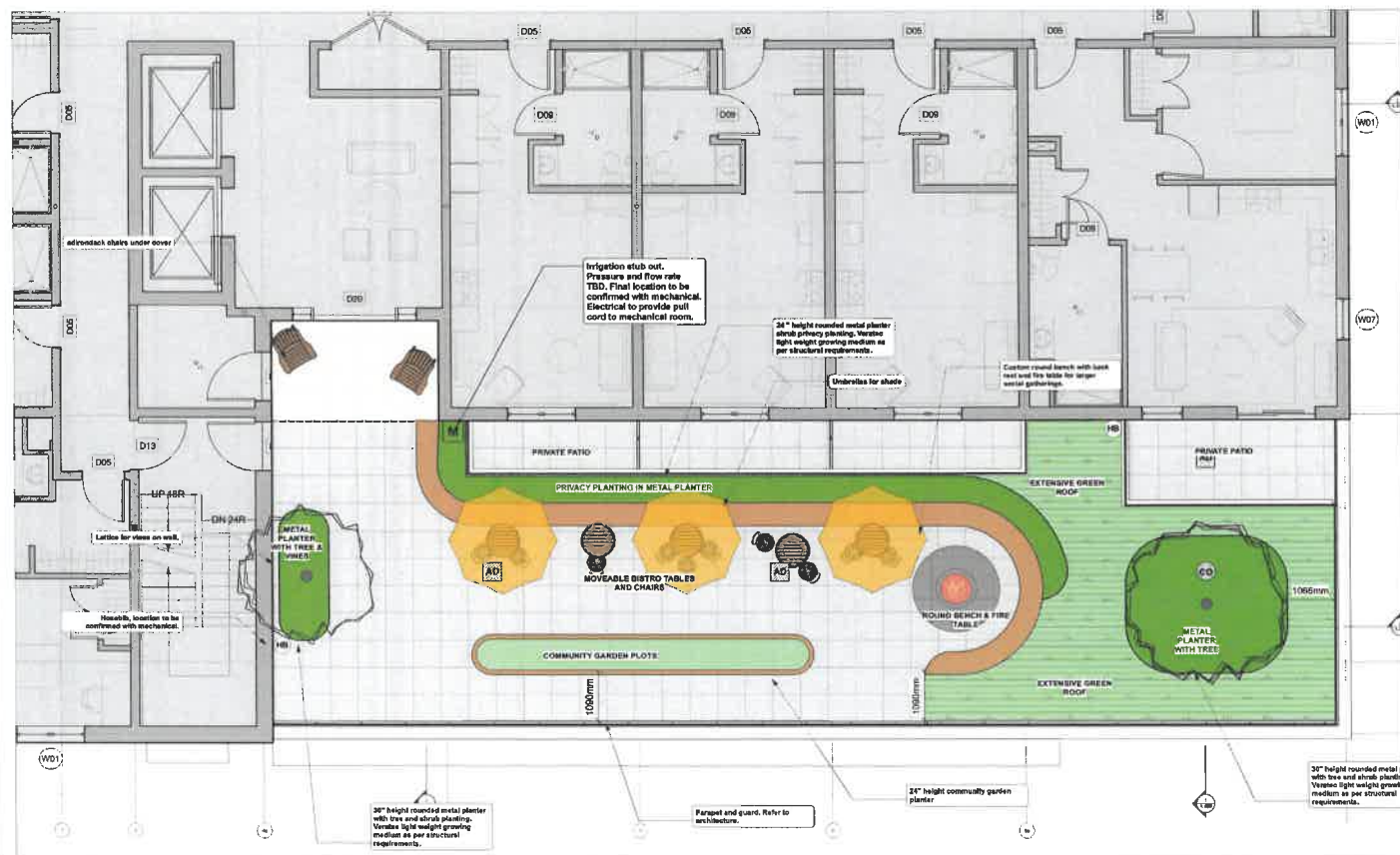
Metal lattice system for vines to grow up building facade



Maglin Foro round wood top bistro tables

LANDSCAPE GENERAL NOTES

1. All Landscape materials and assemblies shall conform to the Canadian Landscape Standards, as applicable and related codes, bylaws and specifications, and all safety requirements.
2. Do not conduct these three drawings unless marked "As Shown".
3. The Landscape Contractor shall submit all questions, reports, inquiries and requests pertaining to these drawings back to the Consultant in the Landscape Consultant's office.
4. Existing conditions may vary from prepared by others and actual conditions may vary from those shown. The Landscape Contractor shall be responsible for identifying and correcting any discrepancies and report all discrepancies between the plans and actual conditions to the Landscape Consultant prior to the meeting. The Landscape Contractor shall assume responsibility for any errors or omissions in the drawings.
5. The Landscape Contractor shall conduct a site visit and review to determine the extent of work required (including but not limited to the following):
 - a. Verify the location of existing structures and utilities.
 - b. Verify the location of existing trees and vegetation.
 - c. Verify the location of existing landscape features.
 - d. Verify the location of existing landscape features.
 - e. Verify the location of existing landscape features.
6. The Landscape Contractor shall verify all specified and written dimensions in the contract documents and on site prior to construction. The Landscape Contractor shall be responsible for identifying and correcting any discrepancies or inconsistencies to the Landscape Consultant prior to construction.
7. Provide positive grades away from buildings and toward lawns and other plants. Slope away from building a minimum of 1:100.
8. All landscaping shall have a high efficiency irrigation system by ASRC standards. Unless otherwise specified, all irrigation systems shall be installed by the Landscape Contractor. The Irrigation Contractor shall provide a shop drawing of the irrigation system (including valve) after the data of the submittal conference.
9. All submittals shall be approved by the Landscape Consultant.
10. The Landscape Contractor shall provide 1 year of landscape rendering from on site.
11. The Landscape Contractor shall render a Year of CLS (Landscape Condition Survey) after the data of the submittal conference.
12. As-built or "as is" plans, all payments, all complete bills and all related documents shall be provided by the Landscape Contractor to be included in all payments for services and materials. The Landscape Contractor shall be responsible for providing all services and materials for the project.



1 **Landscape Materials Plan - Level 2**
Scale: 1:50



Extensive Green Roof

LEGEND	
	Property Line
HARDSCAPE MATERIALS:	
	Hydrpressed Blab Pavers
SOFTSCAPE MATERIALS:	
	Extensive Green Roof
LINES & SYMBOLS	
	Irrigation Stub Out
	Hosebib
	Building envelope

DETAIL
1 L&T
2 L&T

LANDSCAPE GENERAL NOTES

1. All Landscape material and execution shall conform to the Canadian Landscape Standards; all applicable and noted codes, bylaws and specifications; and the safety requirements.
2. Do not construct from these drawings unless marked "Revised For Construction".
3. The Landscape Contractor shall submit all questions, reports, inquiries and requests pertaining to these drawings or their execution in writing to the Landscape Consultant.
4. Existing condition plans were prepared by others and actual conditions may vary from those shown. The Landscape Contractor shall conduct a site visit to review existing conditions and report all discrepancies between the plans and actual site to the Landscape Consultant prior to construction. The Landscape Contractor shall assume responsibility for actual site conditions (including subsurface).
5. The Landscape Contractor shall verify all noted and written dimensions in the contract drawings and on site prior to construction. The Landscape Contractor shall report any discrepancies or inconsistencies to the Landscape Consultant prior to construction.
6. The Landscape Contractor shall verify all noted and written dimensions in the contract drawings and on site prior to construction. The Landscape Contractor shall report any discrepancies or inconsistencies to the Landscape Consultant prior to construction.
7. Provide positive grades away from buildings and toward lawn areas and match levels. Slope away from building at a minimum of 2%.
8. All landscaping shall have a high efficiency irrigation system to SBC standards. Unless otherwise specified, the irrigation system shall be designed by the Irrigation Contractor. The Irrigation Contractor shall provide shop drawings for Landscape Consultant approval.
9. All substitutions shall be approved by the Landscape Consultant.
10. The Landscape Contractor shall repair any damage resulting from work on site.
11. The Landscape Contractor shall provide 1 year of OLS level 1 maintenance (including watering) after the date of substantial completion.
12. All walls 7' or taller, all patios, all concrete footings and all new shall be designed by structural engineer. All walls shall be inspected and approved by geotechnical and structural engineer. Ensure positive drainage behind all walls.

2024-12-12	Issue for DP Prelim To
2024-11-21	Issue for 50%
2024-10-16	Coordination
2024-09-13	Issue for DP
2024-05-07	Initial Concept for Review
Date	Issue Notes

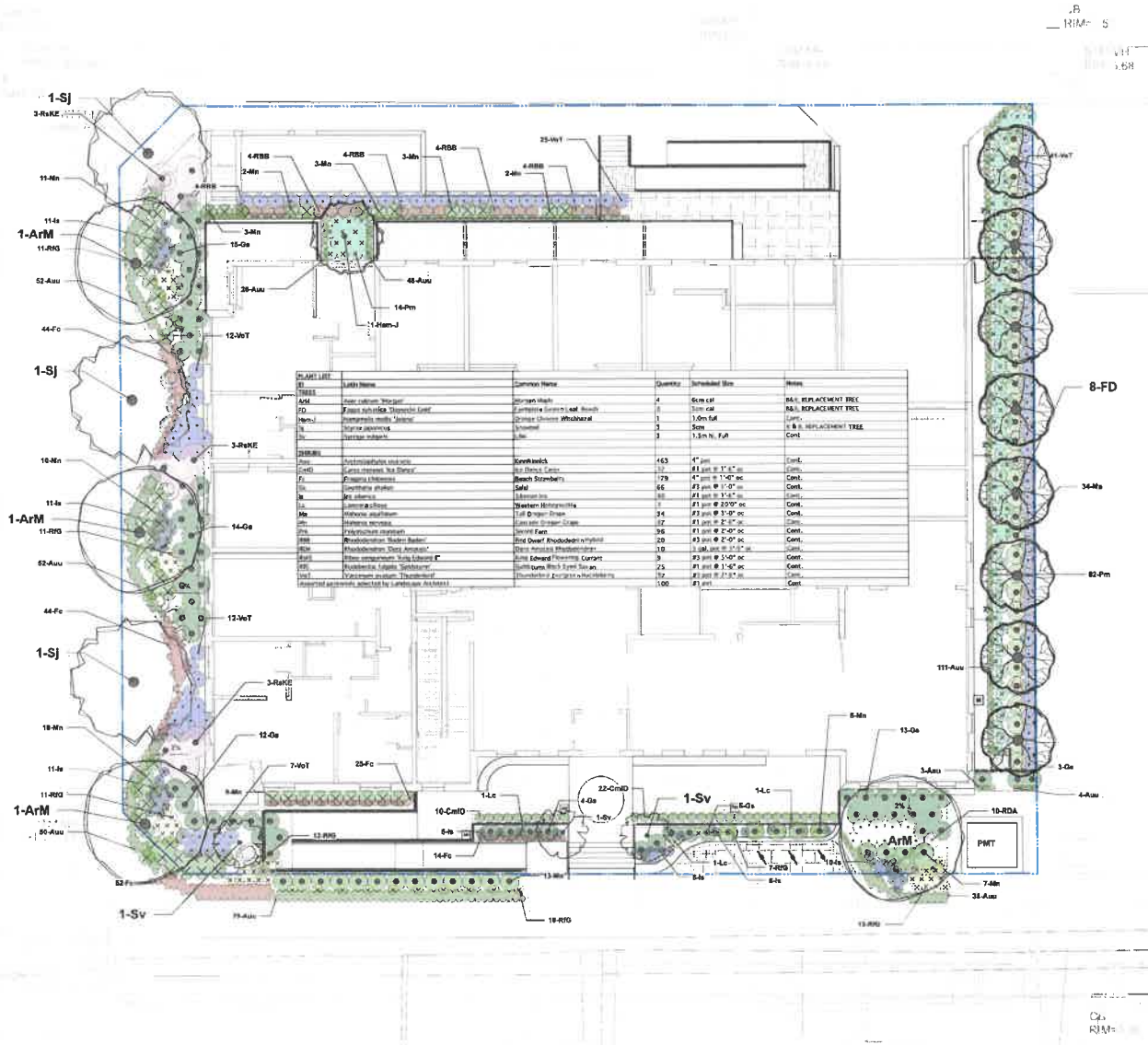


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Phone: 604-683-1000
Email: info@prospectandrefuge.ca
Working over 25 years of history in British Columbia

Project Name:
New View Society
2371 Kelly Ave. Port Coquitlam BC V3C 1Y3

Project Title:
Landscape Materials Plan - Level 5

Project No.	2023-34	Sheet No.	as noted
Project Manager	SHW	Sheet No.	
Drawn By	SHW		
Reviewed By			
Checked By			
Approved By			
Scale			
Revision			
Notes			
Comments			
Drawn			
Checked			
Reviewed			
Approved			
Scale			
Revision			
Notes			
Comments			
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- LANDSCAPE PLANTING NOTES**
- All planting materials and quantities shall conform to the current edition of the Canadian Landscape Standard (CLS) as a minimum acceptable standard.
 - Plant material shall be sourced from Washington State and BC.
 - Landscape Contractor shall submit a soil report for each site type specified on site (including all imported soil and existing soil) prior to delivery to site. Soil report shall be dated no more than five months before submitted. Soil report shall include CLS measures of soil quality per specified soil type and recommendations for amendment.
 - Landscape Contractor shall amend approved soils per instruction of soil report. Provide documentation of fertilizer and lime applications and rates during the installation and maintenance periods.
 - The prepared sub-grade shall be approved by the Consultant prior to application of top soil and mulch and final grading. Compacted subgrade shall be specified to a minimum depth of 6" (150mm) immediately before planting growing medium.
 - The Landscape Contractor shall report discrepancies between plant quantities in the plant list and plan to the Landscape Consultant prior to installing plant material. Where there is a discrepancy the plan shall expedite the list.
 - All plant material, soil and seeds shall be approved by the Landscape Consultant prior to delivery on site. The Landscape Contractor shall provide photographs with scale reference for trees and location information for container stock to the Landscape Consultant prior to the Landscape Contractor scheduling a final inspection. The Landscape Contractor shall provide nurseries or samples of soil and seeds for approval. Plant material, soil and seeds specified on any shall be replaced by the Landscape Contractor at no cost to the Owner.
 - Plant material, soil and seed substitutions shall not be made without the written approval of the Landscape Consultant.
 - All plant material (including root balls) shall be free of pest/disease, rot, decay, infestation and infection. Plant material shall be supplied by nurseries who are certified by the Clean Plants Program, Canadian Nursery Certification Institute (CNCI), current certification standard (<https://www.cnci.ca/>). Non-conforming plant material provided by the Landscape Contractor shall be removed, disposed of and replaced at the Landscape Contractor's expense.
 - If observations or other conditions detrimental to healthy plant growth are encountered, the Landscape Contractor shall notify the Landscape Consultant and request additional instructions.
 - The exact location of trees shall be determined on site and field B as required. The Landscape Consultant shall approve the final location of trees prior to planting.
 - There shall not be planted prior to delivery unless otherwise noted by the Landscape Consultant.
 - Install composted organic mulch in CLS standard on all shrub beds after planting and new smooth. Follow CLS standards for depth and installation.
 - The Landscape Contractor shall provide level 1 maintenance per CLS standard for landscape type and a guarantee for all plant material, for 1 year after the date of substantial completion. Plants installed prior to July (between Jan 1 and June 1) shall be under antitranspirant warranty until June 1 of the following year.
 - Off-site planting shall have landscape approval (provided or otherwise) prior to installation. Site, species, installation method and location requires landscape approval at the time of installation. Off-site plant material and installation shall conform to all Municipal requirements.
 - All landscaping shall have a high efficiency irrigation system to IASBC standards, unless otherwise specified. The irrigation system shall be designed by the Irrigation Contractor. The Irrigation Contractor shall provide shop drawings for Landscape Consultant approval.

2024-12-12
2024-11-21
2024-10-15
2024-09-13
2024-08-07

Issue for DP Prior To
Issue for 50%
Continuation
Issue for DP
Initial Concept for Review

Prospect & Refuge

LANDSCAPE ARCHITECTS

2371 Kelly Ave Port Coquitlam BC V3C 1Y3

Phone: 604-940-1802 | Fax: 604-940-1803 | Email: info@prospectandrefuge.ca

Operating over 20 years in business as a member of the CMAA.

Project Title and Address:
New View Society
2371 Kelly Ave Port Coquitlam BC V3C 1Y3

Project Name:
Planting Plan - Level 1

Project No:
2023-34

Project Designer:
SRW

Project Reviewer:
SRW

Sheet No:
as noted

Sheet Title:
L3.0

1 Planting Level 1
Scale: 1:100



DR000597(23)

PLANT LIST					
ID	Latin Name	Common Name	Quantity	Scheduled Size	Notes
TREES					
19	Stewartia sinensis	Japanese Stewartia	2	5m cal.	0 & 1% REPLACEMENT TREES
JAPANESE					
Azu	Ardisia cuneata	Kawakatsu	85	4" pot.	Cont.
FC	Ficus religiosa	Fig	15	15.1m @ 1.5" pot.	Cont.
FC	Ficus religiosa	Fig	21	4" pot @ 1.5" pot.	Cont.
NGS	Nandina domestica	Golf Stream	29	42 pot.	Cont.
RD	Rhododendron	Rhododendron	2	1.5m @ 1.5" pot.	Cont.
rf	Rhododendron	Rhododendron	19	1.5m @ 1.5" pot.	Cont.
Van	Vaccinium	Vaccinium	4	4.5 pot.	Cont.
Van	Vaccinium	Vaccinium	100	4.5 pot.	Cont.

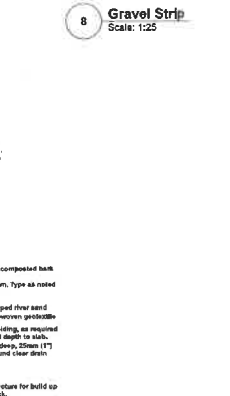
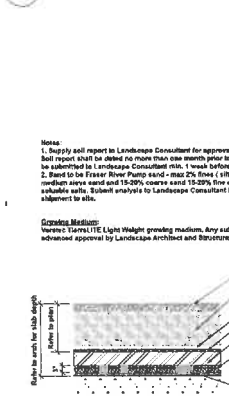
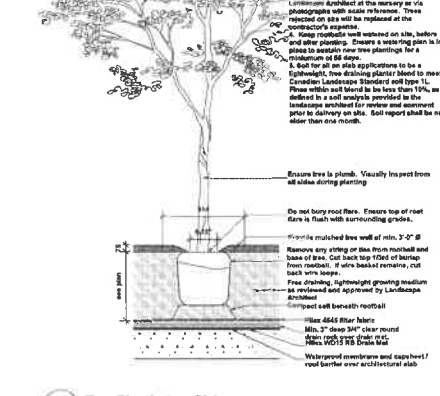
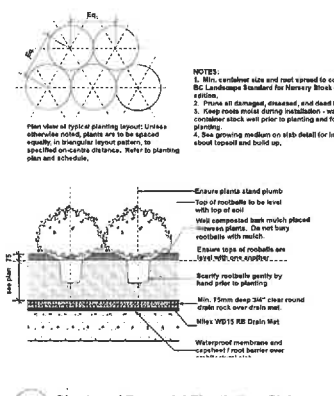
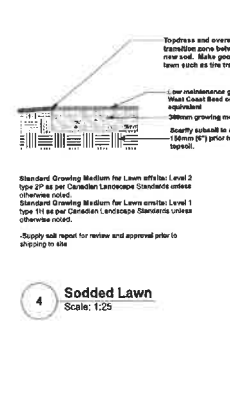
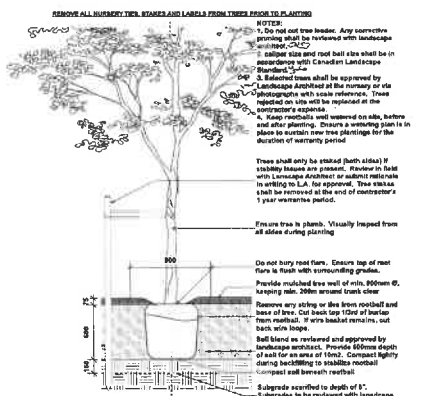
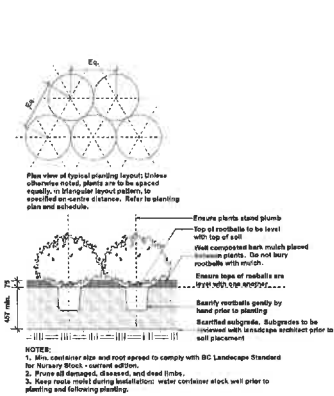
LANDSCAPE PLANTING NOTES


- All planting materials and structures shall conform to the current edition of the Canadian Landscape Standard (CLS) as a minimum acceptable standard.
- Plant material shall be sourced from Washington State and BC.
- Landscape Contractor shall submit a soil report for each site type specified on site (including all proposed and existing soil) and/or for the site, to a Landscape Consultant for approval prior to soil delivery on site. Soil report shall include CLS measures of soil quality per specified site type and recommendations for amendments.
- Landscape Contractor shall amend approved soils per variation of soil report. Provide documentation of fertilizer and lime applications and record the installation and maintenance periods.
- The proposed sub-grade shall be approved by the Consultant prior to application of top soil and/or final grading. Compaction diagrams shall be provided to a minimum depth of 6" (150mm) immediately before placing growing medium.
- The Landscape Contractor shall report discrepancies between plant quantities in the plan file and plan in the Landscape Consultant prior to ordering plant material. When there is a discrepancy, the plan shall supersede the list.
- All plant material, soil and seeds shall be approved by Landscape Consultant prior to delivery on site. The Landscape Contractor shall provide photographs with scale reference for trees and bushes information for container stock to the Landscape Consultant prior to the Landscape Consultant's acceptance. A field inspection. The Landscape Contractor shall provide evidence or samples of soil and seeds for approval. Plant material, soil and seeds rejected on site shall be replaced by the Landscape Contractor at no cost to the Owner.
- Plant material, soil and seed substitutions shall not be made without the written approval of the Landscape Consultant.
- All plant material (including root balls) shall be free of persistent weeds, soil, disease, infestation and infection. Plant material shall be supplied by nurseries who are certified by the Canadian Nursery Inspection, Canadian Nursery Certification Institute (CNCI), current certification standard (see <https://www.cnci.ca/>). Non-certified plant material provided by the Landscape Contractor shall be removed, disposed of and replaced at the Landscape Contractor's expense.
- If obstructions or other conditions detrimental to healthy plant growth are encountered, the Landscape Contractor shall notify the Landscape Consultant and request additional instructions.
- The exact location of trees shall be determined on site and field IR as required. The Landscape Consultant shall approve the final location of trees prior to planting.
- Plants shall not be pruned prior to delivery unless otherwise noted by the Landscape Consultant.
- Install commercial organic mulch to CLS standard on all shrubs beds after planting and rain season. Follow CLS standards for depth and installation.
- The Landscape Contractor shall provide level 1 maintenance per CLS standard for landscape type and a guarantee for all plant material for 1 year after the date of substantial completion. Plants installed prior to June (between Jan 1 and June 1) shall be under certified warranty until June 1 of the following year.
- On-site planning shall have landscape approval (municipal or otherwise) prior to installation. Soil, grade, installation method and location requires landscape approval at the time of installation. Official plant material and installation shall conform to all Municipal requirements.
- All landscaping shall have a high efficiency irrigation system in place. The irrigation system shall be designed by the Irrigation Contractor. The Irrigation Contractor shall provide a site plan drawing for Landscape Consultant approval.



1 Planting Level 2
Scale: 1:50

2024-12-12	Issue for DP Prior To
2024-11-21	Issue for 50%
2024-10-16	Coordination
2024-09-13	Issue for DP
2024-05-07	Initial Concept for Review
Date	Issue Name
Prospect & Refuge LANDSCAPE ARCHITECTS 2371 Kelly Ave. Pen Coquitlam BC V3C 1Y3 604-668-1003 info@prospectandrefuge.ca Drawing on over 25 years of history in Southern Lower BC	
Project Site and Address: New View Society 2371 Kelly Ave. Pen Coquitlam BC V3C 1Y3	
Project Nature Survey: Traditional, ancestral and unceded territory of the Kwikwaka'wakw (Kwakwaka'wakw First Nation)	
Drawing Title: Planting Plan - Level 2	
Project No:	2023-24
Project Designer:	SHW
Project Checker:	SHW
Project Manager:	SHW
Scale:	as noted
Revision:	L3.1

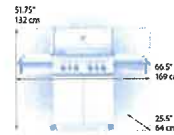


2024-12-12	Issue for DP Prior To
2024-11-21	Issue for 60%
2024-10-16	Coordination
2024-09-13	Issue for DP
Date	Issue Notes
	
Prospect & Refuge LANDSCAPE ARCHITECTS 2371 Kelly Ave Port Coquitlam BC V3C 1Y3 (604) 681-1111 2024-12-10	
Project Title and Location New View Society 2371 Kelly Ave Port Coquitlam BC V3C 1Y3	
Project Notes Traditional, ancestral and unceded territory of the Kwikwakaikwakw (Coquitlam First Nation)	
Project Title Landscape Details - Planting	
Project No.	2923-34
Revision	as noted
Prepared by	SHW
Reviewed by	SHW
Scale	L4.0

43



WARRANTY	Lifetime Bumper to Bumper*
FUEL TYPE	Natural Gas
HEAT OUTPUT	80,000 BTU (25.70 kW)
MEAT COOKING AREA	28 x 17.75 in (71 x 45 cm) 31 burgers
TOTAL COOKING AREA	500 sq. in (3,270 cm ²)
ROTISSERIE INCLUDED	Yes
SIDE BURNER	Infrared SIZZLE ZONE™ Side Burner
HEIGHT	51.15 in (132 cm) 56.75 in (144 cm) with lid open
WIDTH	68.50 in (169 cm)
DEPTH	29.50 in (64 cm)
PACKAGING HEIGHT	32 in (81.28 cm)
PACKAGING WIDTH	31 in (78.74 cm)
PACKAGING DEPTH	41 in (104.14 cm)
PACKAGING WEIGHT	254 lbs. (115.19 kg)



4 slat adirondack




SLEEKFFENCE



4 Fire Table
Scale: NTS

2 Adirondak Chairs
Scale: NTS



2024-12-12	Issue for DP Prior To										
2024-11-21	Issue for 50%										
2024-10-16	Coordination										
2024-09-13	Issue for DP										
Date	Issue Notes										
 <p>2024-11-30</p>											
<h1>Prospect & Refuge</h1> <h2>LANDSCAPE ARCHITECTS</h2> <p>8122 NE 17th St and 4th Washington St, NW 60644-1002 • Washington, DC 20004</p> <p><i>Working in over 25 states in 14 city all American States Ltd.</i></p> <p><small>Project Site and Address</small></p> <h3>New View Society</h3> <p>1731 Kelly Ave, Port Coquitlam BC V3C 1Y3</p> <p><small>Project Address: Toronto</small></p> <p>Traditional, e-noroidal and unceded territory of the Kwakwaka'wakw (Kwakwaka'wakw First Nation)</p> <p><small>Sheet No.</small></p> <h2>Landscape Cut Sheets 2</h2> <tr> <td><small>Project No.</small></td> <td><small>Scale</small></td> </tr> <tr> <td>2023-34</td> <td>BS 7056D</td> </tr> <tr> <td><small>Project Manager</small></td> <td><small>Sheet No.</small></td> </tr> <tr> <td>SHW</td> <td rowspan="2">L4.3</td> </tr> <tr> <td><small>Submitted by</small></td> </tr> <tr> <td>SHW</td> <td></td> </tr>	<small>Project No.</small>	<small>Scale</small>	2023-34	BS 7056D	<small>Project Manager</small>	<small>Sheet No.</small>	SHW	L4.3	<small>Submitted by</small>	SHW	
<small>Project No.</small>	<small>Scale</small>										
2023-34	BS 7056D										
<small>Project Manager</small>	<small>Sheet No.</small>										
SHW	L4.3										
<small>Submitted by</small>											
SHW											

Schedule A

Energy Conservation:

Conservation Measure	Verification Method
Energy Star rated appliances to be used	BP stage; written confirmation by Architect along with staff review of BP submission
Step 4 of the Energy Step Code	DP and BP stage; staff review of BP submission
Window placement to provide opportunities for natural light and ventilation	DP and BP stage; staff review of building plans
High Efficiency (COP) mechanical systems with heat recovery	DP and BP stage; staff review of BP submission

Water conservation:

Conservation Measure	Verification Method
High efficiency landscape irrigation system with rain sensors is to be installed	DP and BP stage; staff review of landscape drawing, site inspection by Landscape Architect and City Arborist
Installation of a stormwater detention tank to slow stormwater flows	BP stage; staff review of building plans
Use of efficient/low-flow plumbing fixtures	DP and BP stage; written confirmation by Architect along with staff review of BP submission
Drought-tolerant and indigenous tree, shrub and plant species.	DP and BP stage; staff review of landscape drawing, site inspection by Landscape Architect and City Arborist

GHG Reduction:

Conservation Measure	Verification Method
Provision of bicycle racks and secure bike storage to promote alternative transportation	DP and BP stage; staff review of building plans
All parking spaces are to have access to roughed-in for EV charging	DP and BP stage; written confirmation by developer
Provision of space for recycling facilities to promote waste diversion	DP and BP stage; staff review of building plans

per OCP Sec. 9.11 Environmental Conservation DPA designation

D8000547(29)

THE CORPORATION OF THE CITY OF PORT COQUITLAM

“DEVELOPMENT PROCEDURES BYLAW, 2013, NO. 3849”

DEVELOPMENT VARIANCE PERMIT

NO. DVP00107

Issued to: Provincial Rental Housing Corporation, INC.NO. BC0052129
(Owner as defined in the Local Government Act,
hereinafter referred to as the Permittee)

Address: 1701-4555 Kingsway, Burnaby, BC V5H 4V8

1. This Development Variance Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied by this permit.
2. This Development Variance Permit applies to and only to those lands within the Municipality described below, and any and all buildings, structure and other development thereon:

Address: 2365 and 2371 Kelly Ave, Port Coquitlam

Legal Description: LOT K DISTRICT LOT 289 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN 22141

LOT L DISTRICT LOT 289 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN 22141

P.I.D.: 009-154-833; 009-154-876

3. The Zoning Bylaw, 2008, No. 3630 is varied as follows:
 - Section 2.5, Additional Regulations, Family-oriented dwelling units, is varied to allow the development to provide 2 family-friendly dwelling units.
4. The Parking and Development Management Bylaw, 2018, No.4078 is varied as follows:
 - Section 8, Required Off-Street Parking Spaces, be varied to allow the building to provide 12 resident parking spaces and 6 visitor parking spaces.
5. These variances are provided subject to:
 - The form and character of the building, including the siting, height and general design as shown on drawings attached to DP000597.
 - Registration of a Housing Agreement in perpetuity for the building prior to issuance of a Building Permit and to the satisfaction of the Director of

Development Services which: secures levels of housing affordability; details management/operations of the building and parking; limits the number of vehicles which can be registered at the building; and confirm City input into the selection of any future operator.

6. The land described herein shall be developed strictly in accordance with the terms and conditions and provisions of this permit.
7. This permit shall lapse if the Permittee does not substantially commence the construction permitted by this permit within two (2) years of the date of this permit.
8. This permit is not a building permit.

APPROVED BY COUNCIL THE _____ DAY OF _____, 2025.

SIGNED 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)

TERMS OF INSTRUMENT - PART 2

AFFORDABLE RENTAL HOUSING AGREEMENT AND SECTION 219 COVENANT

THIS AGREEMENT dated for reference _____ 2025

BETWEEN:

Provincial Rental Housing Corporation
c/o British Columbia Housing Management Commission
1701-4555 Kingsway,
Burnaby, BC V8H 4V8

(the "Owner")

AND:

City of Port Coquitlam
200-2564 Shaughnessy Street,
Port Coquitlam, BC V3C 3G4

(the "City", as more fully defined in section 1.1 of this Agreement)

WITNESSES THAT WHEREAS:

- A. Section 483 of the *Local Government Act* permits the City to enter into housing agreements for the provision of affordable and special needs housing, which may include, without limitation, conditions in respect of the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the City in respect of the use of land, construction on land, or the subdivision of land;
- C. The Owner of the Lands (as hereinafter defined) intends to construct the Development;
- D. BC Housing intends to enter into an Operator Agreement with an Operator and the Operator will operate and maintain the Lands as hereinafter defined;
- E. The Owner and the City wish to enter into this Agreement to provide for Affordable Rental Housing on the Lands on the terms and conditions set out in this Agreement and to restrict the use of, and construction on, the Lands on the terms and conditions of this Agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act* and to charge the Lands; and
- F. The Owner has agreed to execute this Agreement solely for the purpose of facilitating its registration in the LTO in accordance with the *Land Title Act* and the requirements of the LTO and in order to provide confirmation to the City that the Lands will be available to provide for Affordable Rental Housing for a term of sixty (60) years, including by granting to the City a

covenant under section 219 of the *Land Title Act* to ensure the Lands are used only for Affordable Rental Housing.

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree, pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act*, as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Definitions In this Agreement the following words have the following meanings:

- (a) **"Affordable Rental Housing"** means the occupation of Affordable Rental Housing Units by Eligible Tenants.
- (b) **"Affordable Rental Housing Unit"** means a Dwelling Unit or Dwelling Units in the Development used for Affordable Rental Housing in accordance with this Agreement.
- (c) **"Agreement"** means this agreement together with all schedules.
- (d) **"BC Housing"** means the British Columbia Housing Management Commission or its successor(s) in function.
- (e) **"City"** means the City of Port Coquitlam and is called the "City" when referring to the corporate entity and "City of Port Coquitlam" when referring to the geographic location.
- (f) **"CPI"** means the All-Items Consumer Price Index for the City of Vancouver published from time to time by Statistics Canada, or its successor in function.
- (g) **"Cumulative Gross Annual Household Income"** means the cumulative income of each member of a Family that occupies an Affordable Rental Housing Unit that is over eighteen (18) years of age.
- (h) **"Development"** means the seventy-four (74) Affordable Rental Housing Units, consisting of studio, one (1) and two (2) bedrooms on the Lands.
- (i) **"Development Permit"** means a development permit under section 490 of the *Local Government Act* in respect of the Lands.
- (j) **"Dwelling Unit"** means a self-contained suite of rooms used or intended to be used as a residence by individual(s) and containing both cooking and sanitary facilities.
- (k) **"Eligible Tenant"** means:
 - (i) an RGI Tenant; and
 - (ii) a Shelter Allowance Tenant.
- (l) **"Employment and Assistance Act"** means the *Employment and Assistance Act*, S.B.C 2002, c 40, together with all amendments thereto and replacements thereof.

- (m) **"Employment and Assistance Regulation"** means the *Employment and Assistance Regulation*, BC Reg 263/2002, together with all amendments thereto and replacements thereof.
- (n) **"Employment and Assistance for Persons with Disabilities Act"** means the *Employment and Assistance for Persons with Disabilities Act*, S.B.C 2002, c 41, together with all amendments thereto and replacements thereof.
- (o) **"Employment and Assistance for Persons with Disabilities Regulation"** means the *Employment and Assistance for Persons with Disabilities Regulation*, BC Reg 265/2002, together with all amendments thereto and replacements thereof.
- (p) **"HILs"** means Housing Income Limits as established by BC Housing from time to time.
- (q) **"ICBC"** means the Insurance Corporation of British Columbia, or its successor in function;
- (r) **"Family"** means a household with a minimum of two (2) persons and must include at least one (1) dependent child at the time of occupancy. A dependent child is:
 - (i) a child, stepchild, adopted child, or legal ward under the age of nineteen (19); or
 - (ii) a child aged nineteen (19) to twenty-four (24) years who has provided proof of attending school full time; and
 - (iii) is unmarried and not in a common-law relationship.
- (s) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, c 238, together with all amendments thereto and replacements thereof.
- (t) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c 250, together with all amendments thereto and replacements thereof.
- (u) **"Lands"** means the lands and premises civically described 2365 & 2371 Kelly Ave, Port Coquitlam, and legally described in Item 2 of the *Land Title Act* Form C to which this Agreement is attached.
- (v) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, c 1, together with all amendments thereto and replacements thereof.
- (w) **"LTO"** means the New Westminster Land Title Office or its successor.
- (x) **"Maximum Income"** means one hundred percent (100%) of the most current HILs published by BC Housing:
 - (i) in the event that BC Housing ceases to publish HILs but replaces HILs with similar income limits or standards that are acceptable to the City for the purposes of this Agreement, such replacement limit or standards shall replace HILs for the purposes of this Agreement; or

- (ii) in the event that BC Housing ceases to determine HILs and the HILs are not replaced by similar income limits or standards published by BC Housing that are acceptable to the City, then the cumulative annual income limits of RGI Tenants shall be determined by reference to the final HILs published by BC Housing and thereafter increased annually by an amount equal to the increase, if any, in the CPI for the period of January 1 to December 31 of the previous calendar year.
- (y) **"Maximum Shelter Allowance"** means the maximum monthly Shelter Allowance that a Shelter Allowance Tenant is entitled to receive based on their Family unit size or composition as outlined in the:
 - (i) *Employment and Assistance Act and Employment and Assistance Regulation*; or
 - (ii) *Employment and Assistance for Persons with Disabilities Act*; and
 - (iii) *Employment and Assistance for Persons with Disabilities Act Regulation*.
- (z) **"Occupancy Standards"** means, with respect to an Affordable Rental Housing Unit, the requirement that there shall be no less than one (1) occupant per bedroom. The National Occupancy Standards or applicable City By-law will be referenced in defining maximum occupancy per bedroom.
- (aa) **"Operator Agreement"** means an agreement or agreements entered into or in effect between the Operator for the time being and BC Housing in respect of the operation and rental of the Affordable Housing Units and which provides for operating requirements and standards which are then standard for BC Housing funded Affordable Rental Housing developments comparable to the Development, as the same may be amended from time to time.
- (bb) **"Operator"** means a non-profit society selected by BC Housing to operate the building.
- (cc) **"Owner"** means the registered and beneficial owner of the Property, who, as of the date of this Agreement, is PRHC.
- (dd) **"Permitted Rent"** means:
 - (i) with respect to RGI Tenants: a monthly rent of no greater than 1/12th of 30% of the Cumulative Gross Annual Household Income of the RGI Tenant occupying the Affordable Rental Housing Unit; and
 - (ii) with respect to Shelter Allowance Tenants, means the Maximum Shelter Allowance.
- (ee) **"PRHC"** means Provincial Rental Housing Corporation or its successor(s) in function.
- (ff) **"Public Housing Body"** has the same meaning as under section 49.1 of the *Residential Tenancy Act*.

- (gg) "**Residential Tenancy Act**" means the *Residential Tenancy Act*, S.B.C. 2002, c 78, together with all amendments thereto and replacements thereof and all regulations thereunder.
- (hh) "**RGI Tenant**" means an individual that has a Cumulative Gross Annual Household Income that does not exceed the Maximum Income Persons with disabilities and those living with mental illness may be given priority for Affordable Rental Housing Units occupied by RGI Tenants.
- (ii) "**Section 219 Covenant Term**" means a period ending on the earlier of sixty (60) years from the date that the City issues an occupancy permit for the Development and the date that the Owner determines, acting reasonably, that it is not economical to repair or restore the Building or to keep and maintain the Building in a tenantable condition to the standard required by this Agreement, based on the remainder of the useful life of the Building as determined by a professional engineer or architect who is at arm's length to the Owner, and the Owner has delivered to the City a copy of the engineer's or architect's report, or the Owner is no longer able to qualify for or obtain funding in order to maintain the building in a tenable condition to the standard required by this Agreement.
- (jj) "**Shelter Allowance**" means the monthly allowance provided to an individual or family for shelter under the:
- (i) *Employment and Assistance Act and Employment and Assistance Regulation*; or
 - (ii) *Employment and Assistance for Persons with Disabilities Act*; and
 - (iii) *Employment and Assistance for Persons with Disabilities Act Regulation*.
- (kk) "**Shelter Allowance Tenant**" means an individual who qualifies for and receives the Shelter Allowance;
- (ll) "**Strata Property Act**" means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof.
- (mm) "**Subdivide**" or "**Subdivided**" means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two (2) or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the Land Title Act, the Strata Property Act, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interests in land" as defined in the British Columbia *Real Estate Development Marketing Act*, S.B.C. 2004, c.41.
- (nn) "**Tenancy Agreement**" means a written tenancy agreement, lease or license or other written agreement granting rights to occupy an Affordable Rental Housing Unit.
- (oo) "**Tenancy Default**" has the meaning set out in section 3.5(c)(ii) of this Agreement.

(pp) **"Tenant"** means an individual(s) that occupies an Affordable Rental Housing Unit.

(qq) **"Transferee"** has the meaning set out in section 5.2 of this Agreement.

1.2 Interpretation- In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular Gender. 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) Captions and Headings. 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.
- (d) References. References to 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, section, subsection or other subdivision is a reference to the designated recital, section, subsection or subdivision hereof.
- (e) 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.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made from time to time to such statute and regulations and as they are in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations
- (g) 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 local Vancouver, British Columbia time.

ARTICLE 2 - CONSTRUCTION, USE AND MANAGEMENT OF AFFORDABLE RENTAL HOUSING UNITS

2.1 Minimum Construction Requirements- The Owner will construct the Development.

2.2 Use — Each Affordable Rental Housing Unit may only be used as a permanent residence by an Eligible Tenant pursuant to a Tenancy Agreement, with consideration given to Eligible Tenants

with intellectual or physical disabilities. Without limiting the foregoing and for clarity, an Affordable Rental Housing Unit may not be occupied by the Owner's or the Operator's officers, directors, employees, agents, contractors, permittees or invitees. For the purposes of this section, "permanent residence" means the place where the person lives and to which, whenever absent, the person intends to return.

- 2.3 Subdivision** - The building containing the Affordable Rental Housing Units shall not be Subdivided, including by deposit of a strata plan of any kind under the *Strata Property Act*, provided that the building may be subdivided by deposit of a strata plan if, concurrently with the deposit of such strata plan, a covenant under section 219 of the *Land Title Act* is granted in favour of the City and registered against title to the strata lots containing all of the Affordable Rental Housing Units, with priority over all financial liens, charges and encumbrances, providing that such strata lots shall not be separately sold or otherwise transferred.
- 2.4 Municipal Approvals**— The Owner agrees that the City may withhold its final inspection in respect of a building on the Lands until all of the following requirements are satisfied:
- (a) if the Owner is not a Public Housing Body, it has entered into a contract with a Public Housing Body for the Public Housing Body to administer, manage and operate the Affordable Rental Housing Units in accordance with the requirements of this Agreement; or
 - (b) the Owner will ensure the Operator is a Public Housing Body for the purposes of section 49.1 of the *Residential Tenancy Act*; and
 - (c) the Owner will ensure the Operator is not otherwise in breach of any of its obligations under this Agreement.
- 2.5 Parking** – The Owner shall cause the Operator to:
- (a) not permit more than twelve (12) vehicles owned or otherwise operated by Eligible Tenants to use the address of the Development for registering such vehicles with ICBC for insurance purposes;
 - (b) maintain a record of which Eligible Tenants are entitled to have a vehicle registered with ICBC pursuant to section 2.5 **Error! Reference source not found.**, along with the corresponding license plate of each vehicle (the "**Parking Record**"), and
 - (c) following the receipt of a written request from the City,
 - (i) but subject to applicable privacy legislation and the consent of Eligible Occupants, provide the City with the Parking Record, or, if the Operator is not able to provide the Parking Record to the City, cause the Operator to provide written confirmation to the City that the Operator is complying with the requirements of this section 2.5.

ARTICLE 3 - OCCUPANCY AND MANAGEMENT OF AFFORDABLE RENTAL HOUSING UNITS

- 3.1** **Occupancy Terms and Conditions**— The terms and conditions of occupancy for each Affordable Rental Housing Unit shall be determined by:
- (a) the terms and conditions of the Operator Agreement, where an Operator Agreement is in effect between the Operator and BC Housing, subject to the maximum rent provision set out in section 3.2(a) herein; or
 - (b) the terms and conditions in sections 3.3 to 3.7 below, where there is no Operator Agreement in effect between the Operator and BC Housing.
- 3.2** **Rent** — The monthly rent charged for an Affordable Rental Housing Unit will not exceed:
- (a) the Permitted Rent as defined in this Agreement
- 3.3** **Tenant Composition Requirements**— Where there is no Operator Agreement in effect, the Affordable Rental Housing Units will be occupied in accordance with the following requirements:
- (a) 100% of the units will be occupied by Eligible Tenants.
- 3.4** **Occupancy Declaration**— Where there is no Operator Agreement in effect, within thirty (30) days after receiving notice from the City, the Owner must, in respect of each Affordable Rental Housing Unit or those specified in the City's notice, provide to the City a statutory declaration, substantially in the form attached hereto as Schedule A, certified by the Owner, containing all of the information required to complete the statutory declaration.
- 3.5** **Occupancy Terms and Conditions Where there is No Operator Agreement** — Where there is no Operator Agreement in effect, the occupancy of each Affordable Rental Housing Unit shall comply at all times with all of the following terms and conditions:
- (a) **Eligible Tenant** — The Affordable Rental Housing Unit shall only be occupied as a permanent residence by, and rented to, an Eligible Tenant in accordance with the Occupancy Standards.
 - (b) **Tenancy Agreement** - The Affordable Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement.
 - (c) **Tenancy Agreement Requirements** – Subject always to the requirements of the Residential Tenancy Act, every Tenancy Agreement with respect to an Affordable Rental Housing Unit shall comply with the following requirements:
 - (i) the Tenancy Agreement shall include a clause requiring the Tenant and each permitted occupant of the Affordable Rental Housing Unit to comply with this Agreement;

- (ii) the Tenancy Agreement shall include a clause entitling the Owner to terminate the Tenancy Agreement if any of the following occur (each of which constitutes a "**Tenancy Default**"):
 - A. the Affordable Rental Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Rental Housing Unit given the number and size of bedrooms in the Affordable Rental Housing Unit and in light of any applicable City bylaw requirements;
 - B. the Affordable Rental Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; or
 - C. the Tenant subleases the Affordable Rental Housing Unit or assigns the Tenancy Agreement in whole or in part, without the Owner's consent; and
- (iii) the Tenancy Agreement will identify all occupants of the Affordable Rental Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing in the Affordable Rental Housing Unit

and the parties acknowledge and agree that if and to the extent of a conflict between the provisions of this Agreement and the Residential Tenancy Act, the provisions of the Residential Tenancy Act will govern.

3.6 Subleasing and Assignment- Where there is no Operator Agreement in effect, the Owner will not consent to the assignment of a Tenancy Agreement or the subletting of an Affordable Rental Housing Unit, except if the assignment or subletting is to an Eligible Tenant and, in the case of an assignment, the assignee does not pay any amount to the assignor in consideration of such assignment or in the case of a sublease, the subtenant does not pay monthly rent to the Tenant that exceeds the Permitted Rent applicable to the Affordable Rental Housing Unit.

3.7 Management - Where there is no Operator Agreement in effect, the Owner is responsible for operations.

ARTICLE 4 - DEFAULTS AND REMEDIES

4.1 Notice of Default- If the Owner is in default of this Agreement, the City may give the Owner written notice requiring that the Owner cure the default within thirty (30) days of receiving such notice, or such longer period as the Owner reasonably requires if the default cannot be cured within thirty (30) days if the Owner is acting diligently. The notice must specify the nature of the default. The Owner must act diligently to correct the default within the time specified in the notice.

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

- 4.3 Specific Relief-** The Owner agrees that, without affecting any other rights or remedies the City may have in respect of any breach of this Agreement that continues beyond the cure period, the City is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement that continues beyond the cure period. The Owner agrees that this is reasonable given the public interest in ensuring the provision of Affordable Rental Housing Units to be occupied by Eligible Tenants and restricting occupancy of the Lands in accordance with this Agreement.
- 4.4 No Penalty or Forfeiture-** The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing Affordable Rental Housing Units for Eligible Tenants, and that the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the City's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.
- 4.5 Cumulative Remedies-** No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit, or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

ARTICLE 5 MISCELLANEOUS

- 5.1 Section 219 Covenant** - In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the parties), the Owner covenants and agrees with the City as a covenant in favour of the City pursuant to section 219 of the *Land Title Act*, it being the intention and agreement of the Owner that the provisions hereof be annexed to, and run with and be a charge on title to the Lands, that for the Section 219 Covenant Term, the Lands shall only be used for the provision of Affordable Rental Housing, and the Owner shall cause the section 219 covenant under this section to be registered against title to the Lands in the LTO with priority over all financial liens, charges and encumbrances, including any leases, options to purchase, rights of first refusal, and agreements for sale.
- 5.2 Sale of Lands-** The Owner covenants and agrees with the City that it shall use reasonable commercial efforts to cause any purchaser or transferee (each a "**Transferee**") of all or any portion of the Lands to execute and/or deliver, prior to completion of such sale or transfer, an acknowledgment of this Agreement and a covenant from such Transferee to assume and be bound by all of the Owner's obligations set out in this Agreement, in a form satisfactory to the City, acting reasonably and thereupon the Owner shall be, automatically and without further instrument, released from its ongoing obligations under this Agreement.
- 5.3 No Obligation of The Owner-** The City acknowledges, covenants, and agrees with the Owner that the Owner is executing and delivering this Agreement for the sole purpose of facilitating the registration of this Agreement in the LTO and providing the section 219 Covenant set forth in section 5.1.

- 5.4 Alternate Provider-** The Owner, for so long as the Owner is PRHC, shall provide the City with as much advanced written notice as is practicable in the circumstances, as determined by the Owner in its sole discretion, in the event that the Operator Agreement is terminated or the Operator is replaced for any reason, and the Owner covenants and agrees to consult with the City with respect to the replacement of any Operator during the Section 219 Covenant Term, and to give due consideration to the City's input with respect to same, but notwithstanding the foregoing or anything else herein contained, the City acknowledges that decisions in connection with the termination of the Operator Agreement or the replacement of the Operator will be made by the Owner in its sole and unfettered discretion, and that in some instances the Owner may determine it necessary to terminate an Operator Agreement or replace an Operator with immediate effect and that consequently such advanced notice and due consideration will not be possible.
- 5.5 Discharge** - This Agreement will expire and become null and void on the conclusion of the Section 219 Covenant Term. On or after the expiration of this Agreement, the Owner may submit a registrable discharge of this Agreement and a cancellation of the notice of this Agreement filed in the LTO pursuant to section 483 of the *Local Government Act* to the City and the City shall, within a reasonable time after request by the Owner, execute and deliver to the Owner such discharge of this Agreement and cancellation of the notice.
- 5.6 No Compensation-** The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands which at any time may result directly or indirectly from the operation of this Agreement.
- 5.7 Indemnity** – Save and except to the extent caused by the negligence or wrongful intentional acts of the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns (collectively, the “**City Parties**”), the Owner will indemnify and save harmless the City Parties, from and against all claims, demands, actions, losses, damages, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom the Owner is responsible at law in connection with the observance or performance of the obligations of the Owner under this Agreement;
 - (b) the City refusing to issue a Development Permit, building permit, or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands;
 - (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Rental Housing Unit or the enforcement of any Tenancy Agreement; or
 - (d) any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.
- 5.8 Release** - Save and except for when caused by the negligence or wrongful intentional acts of the City Parties, the Owner hereby releases and forever discharges the City Parties from and against

all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

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

5.9 Registration & Priority - The Owner agrees to cause this Agreement to be registered in the LTO against title to the Lands in priority to all financial encumbrances charging the Lands. If the LTO defects or rejects the registration of this Agreement, then the parties will take such remedial steps as may be required by the LTO to allow this Agreement to be registered in the LTO against the Owner's fee simple interest in the Lands.

The Owner acknowledges that the City must file a notice of this Agreement in the LTO as required by section 483(5) of the *Local Government Act* in relation to housing agreements and that this will result in a legal notation on title to the Lands referencing the existence of this Agreement.

5.10 City's Powers Unaffected - This Agreement does not:

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

5.11 Agreement for Benefit of the City Only - The Owner and the City agree that:

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

5.12 Enduring Effect - This Agreement will extend to and be binding upon and endure to the benefit of the parties hereto and their respective successors and permitted assigns.

- 5.13 Severability-** If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
- 5.14 Waiver** - All remedies of the City against the Owner will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.
- 5.15 Sole Agreement** - This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the City and the Owner respecting the use and occupation of the Affordable Rental Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement.
- 5.16 Further Assurance-** Upon request by the City, the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.
- 5.17 Agreement Runs with the Lands-** This Agreement shall burden and run with, and bind the successors in title to the Owner in the Lands and every parcel into which the Lands may be Subdivided.
- 5.18 No Joint Venture-** Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 5.19 Applicable Law** - Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.
- 5.20 Joint and Several-** If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.

IN WITNESS WHEREOF – the parties hereto have executed this Agreement by signing the General Instrument –Part 1 attached hereto as of the date first above written.

SCHEDULE A

OCCUPANCY DECLARATION

DRAFT

June 30, 2025
Mayor and Council
City of Port Coquitlam
2580 Shaughnessy Street
Port Coquitlam, BC V3C 2A8



Re: Development Permit Application – Parking Variance Request

Dear Mayor and Members of Council,

On behalf of New View Society, I am writing to express our appreciation for your ongoing support and consideration of our upcoming housing development. We respectfully submit this letter to provide context and address concerns as were communicated at the June 24, 2025, Committee of Council meeting.

New View Society has proudly served the Port Coquitlam community for over 50 years, providing mental health housing and supports tailored to individuals who face unique socio-economic challenges. Our housing developments are carefully planned and responsive to the real needs of the individuals we serve.

The proposed parking allocation for this site is based on extensive experience and real-world data from our existing residences. For example, Maplewood Manor, a 20-unit apartment complex operated by New View Society, has consistently seen only 2–3 of its 6 parking stalls occupied at any given time over the past 15 years. This is not an anomaly, but a trend observed across our portfolio.

Individuals residing in our housing programs often do not own vehicles. Due to the economic barriers associated with living on limited or fixed incomes, as well as the high cost of owning and maintaining a car, many of our residents rely on public transit, walking, or support services for transportation. In addition, the nature of mental illness can result in social isolation and fractured family relationships over time. Documented research in mental health and social integration highlights that individuals living with serious mental illness often have fewer close social supports and less frequent visitors compared to the general population. These factors naturally reduce the demand for guest parking at our sites.

We also understand that some concerns have been raised regarding the five-year term of the operating agreement with BC Housing. While this duration may appear short at first glance, it is important to note that five-year agreements are a standard practice among funders across the sector. New View Society has a longstanding, reliable partnership with BC Housing, with operating agreements dating back over two decades. During that time, not a single agreement has failed to be renewed. Moreover, all of our operational reviews

have consistently returned exemplary ratings, demonstrating our commitment to high standards and sustainable service delivery.

With that track record in mind, we are confident that the current agreement will be renewed continually throughout the life of the building. Our organization is deeply committed to the long-term stewardship of the housing we provide, and this project is no exception.

We would also like to reference the Housing Agreement between the City of Port Coquitlam and BC Housing, which outlines specific strategies to reduce parking demands, including tenant selection criteria that take into account vehicle ownership. This agreement further supports the rationale behind our parking variance request and reflects a collaborative effort to ensure thoughtful planning and accountability.

New View Society is committed to maintaining open communication and transparency with the City. At any time upon request, we are prepared to provide updates on the number of vehicles registered to the Kelly Avenue address. We value our longstanding, positive relationship with the City of Port Coquitlam and are dedicated to addressing any concerns, including those related to parking, in a proactive and cooperative manner.

We respectfully ask for Council's support of the parking variance, as the request reflects not only prudent and evidence-based planning, but also the unique realities of the population we serve. By aligning regulations with the demonstrated needs of mental health housing, we can ensure that valuable space and resources are used efficiently and compassionately.

Thank you for your time and continued leadership in making Port Coquitlam a community that welcomes and supports all residents.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chantelle Burga', with a stylized, cursive script.

Chantelle Burga – Executive Director
New View Society

July 2, 2025

City of Port Coquitlam
2580 Shaughnessy Street
Port Coquitlam, BC V3C 2A4

Re: 2365 and 2371 Kelly Ave - Proposed Parking and Partnership with New View Society

Dear Mayor and City Council of Port Coquitlam,

BC Housing has partnered with New View Society to put forth a development application to provide 74 new non-market homes for people living with a mental illness at 2365 and 2371 Kelly Ave. The purpose of this letter is to request a parking reduction to 18 spaces and confirm our intention to partner with New View Society as the operator for this development.

Proposed Parking

For this project, we are requesting a reduction of parking to 18 spaces to reflect the needs of future residents and proximity to stores, parks, and transit in the City core.

As New View Society will manage the new building and provide services to the residents, the building has been designed to reflect their operational needs and experiences. The requested parking reduction to 18 spaces is informed by their current operation of 51 units across Port Coquitlam as well as BC Housing's experience in delivering non-market housing across the province. Typically, residents do not own vehicles and do not require any parking.

BC Housing has worked with City staff to include parking management in the Housing Agreement, which will be registered on title for 60 years. As such, the operator will be required to manage tenant parking and maintain a parking record.

Partnership with New View Society

After permit issuance and BC Housing Final Project Approval, BC Housing will enter into an Operator Agreement with New View Society. Following program requirements set by the Province, the Operator Agreement will be 5 years with the option to extend for another 5 years. As the new building is designed with the operator's vision in mind, BC Housing intends to maintain a long partnership with New View Society.

BC Housing is working with New View Society on this project as they are an experienced housing and service provider for individuals living with mental illness in the Tri-Cities area. New View has built trust in the community with both residents and the City of Port Coquitlam through over 50 years of operations. Furthermore, BC Housing and New View Society have had a strong relationship

for over 30 years on a number of other sites, including Maplewood Manor, MacRae Ave, and Iris House.

We welcome any questions about the proposed parking supply and partnership with New View Society.

Best Regards,



Zeb Roberts

Director, Regional Development, BC Housing