

Tuesday, June 9, 2020, 6:00 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, June 9, 2020, Council Meeting Agenda be adopted as circulated.

3. CONFIRMATION OF MINUTES

3.1 Minutes of Council Meetings

1

Recommendation:

That the minutes of the following Council Meetings be adopted:

- *April 28, 2020, Regular Council*
- *May 12, 2020, Regular Council*
- *May 26, 2020, Special Council.*

4. PROCLAMATIONS

11

Grad 2020 Week - June 14-20, 2020

5. DELEGATIONS

None.

6. PUBLIC HEARINGS

6.1 Zoning Amendment Bylaw for 2951 Coast Meridian Road

*The Public Hearing will be conducted at 6:00 p.m., before the Council Meeting.

*To join the electronic Public Hearing (Zoom meeting):

<https://www.portcoquitlam.ca/city-government/council-meetings/publichearings/>

See Council Agenda Item 7.1 for information.

7. BYLAWS

- 7.1 Zoning Amendment Bylaw for 2951 Coast Meridian Road - Third Reading 12**

Recommendation:

That Council give Zoning Amendment Bylaw, No. 4179 for 2951 Coast Meridian Road third reading.

- 7.2 Housing Agreement Bylaw for 2117 Prairie Avenue (Metro Vancouver and Atira Women's Resource Society) - First Three Readings 38**

Recommendation:

That Council give Housing Agreement Bylaw, No. 4181 for 2117 Prairie Avenue (Metro Vancouver and Atira Women's Resource Society) first three readings.

- 7.3 Fire and Emergency Services Amendment Bylaw for Outdoor Gas Appliances - First Three Readings and Adoption 59**

Recommendation:

That Council give Fire and Emergency Services Amendment Bylaw, No. 4182 for Outdoor Gas Appliances first three readings and adoption.

8. REPORTS

- 8.1 Staff-Council Communication Protocols Policy 66**

Recommendation:

That Council approve the "Staff/Council Communication Protocols Policy.

9. NEW BUSINESS

10. ADJOURNMENT

- 10.1 Adjournment of the Meeting**

Recommendation:

That the Tuesday, June 9, 2020, Council Meeting be adjourned.

11. MEETING NOTES



Council Minutes

Tuesday, April 28, 2020
Council Chambers

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

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

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m.

2. ADOPTION OF THE AGENDA

2.1 Adoption of the Agenda

Moved-Seconded:

That the Tuesday, April 28, 2020, Council Meeting Agenda be adopted as circulated.

In Favour (7): Mayor West, Councillor Darling, Councillor Dupont, Councillor McCurrach, Councillor Penner, 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:

- *April 7, 2020, Special Council Meeting*
- *April 14, 2020, Regular Council Meeting.*

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

Carried

4. PROCLAMATIONS

4.1 Day of Mourning - April 28, 2020 (Minute of Silence)

Mayor West proclaimed April 28, 2020, "Day of Mourning" for workers injured or killed on the job, in the City of Port Coquitlam.

5. DELEGATIONS

None.

6. PUBLIC HEARINGS

None.

7. BYLAWS

7.1 Zoning Amendment Bylaw for M1 (Accessory Automobile Sales) - Third Reading and Adoption

Moved-Seconded:

That Council give Zoning Amendment Bylaw No. 4173 for M1 Zone (accessory automobile sales) third reading and adoption.

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

Carried

7.2 2020 - 2024 Financial Plan Bylaw - First Three Readings and Adoption

Moved-Seconded:

That Council give 2020-2024 Financial Plan Bylaw No. 4175 first three readings and adoption.

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

Carried

7.3 Alternative Tax Scheme Bylaw, Annual Property Tax Rate Bylaw and Solid Waste Bylaw - First Three Readings and Adoption

Moved-Seconded:

- 1. That Council give the Alternate Tax Scheme Bylaw No. 4176, Annual Property Tax Rates Bylaw No. 4177, and Solid Waste Bylaw No. 4178 first three readings and adoption.*
- 2. That Council waive the Not Sufficient Funds charge identified in Fees and Charges Bylaw No. 3892 until December 31, 2020.*

3. *That Council defer any late payment fees normally collected on outstanding utility balances per Schedule A, Section E of Sewer Regulation Bylaw No. 3936 and Schedule B, Section G of Waterworks Regulation Bylaw No. 3935, to October 1, 2020.*

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

Carried

8. REPORTS

None.

9. NEW BUSINESS

Council provided updates related to community events.

10. ADJOURNMENT

10.1 Adjournment of the Meeting

Moved-Seconded:

That the Tuesday, April 28, 2020, Council Meeting be adjourned at 6:32 p.m.

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

Carried

11. MEETING NOTES

Councillor Darling, Councillor Dupont, Councillor McCurrach, Councillor Penner, Councillor Pollock and Councillor Washington joined the meeting virtually.

Mayor

Corporate Officer

Tuesday, May 12, 2020
Heritage Room

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

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

1. CALL TO ORDER

The meeting was called to order at 6:01 p.m.

2. ADOPTION OF THE AGENDA

2.1 Adoption of the Agenda

Moved-Seconded:

That the Tuesday, May 12, 2020, Council Meeting Agenda be adopted as circulated.

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

Carried

3. CONFIRMATION OF MINUTES

None.

4. PROCLAMATIONS

4.1 Public Works Week - May 17 - 23, 2020

Mayor West proclaimed May 17, 2020 - May 23, 2020, "Public Works Week" in the City of Port Coquitlam.

4.2 Child Find British Columbia - May 2020

Mayor West proclaimed May as "Child Find's Green Ribbon of Hope Month" and May 25th as "National Missing Children's Day", in the City of Port Coquitlam

4.3 Komagata Maru Remembrance Day - May 23, 2020

Mayor West proclaimed May 23, 2020, "Komagata Maru Remembrance Day" in the City of Port Coquitlam.

5. DELEGATIONS

None.

6. PUBLIC HEARINGS

None.

7. BYLAWS

7.1 Zoning Amendment Bylaw - 2951 Coast Meridian Road - First Two Readings

Moved-Seconded:

That Council give Zoning Amendment Bylaw No. 4179 first two readings.

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

Carried

7.2 Parking and Development Management Amendment (Housekeeping) Bylaw - First Three Readings and Adoption

Moved-Seconded:

That Council give Parking and Development Management Amendment Bylaw No. 4180 first three readings and adoption.

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

Carried

8. REPORTS

8.1 2019 Audited Financial Statements

Moved - Seconded:

That Council:

- 1. Accept the 2019 Audited Consolidated Financial Statements; and*
- 2. Direct staff to amend the 2020 financial plan to include a transfer of \$395,000 from accumulated surplus to the Sewer Long Term Reserve Fund.*

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

Carried

8.2 COVID-19 Business Support (verbal report)

Moved-Seconded:

That Council:

1. Waive late fees and double fees for business licensing pursuant to Business Bylaw, 2010, No. 3725;
2. Waive application fee, security and monthly fees for encroachment permits;
3. Provide in-kind funding for temporary encroachment construction of up to \$50,000 from accumulated surplus, and
4. That the 2020-2024 financial plan be amended accordingly.

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

Carried

9. NEW BUSINESS

Council provided updates related to community events.

10. OPEN QUESTION PERIOD

None.

11. ADJOURNMENT

11.1 Adjournment of the Meeting

Moved-Seconded:

That the Tuesday, May 12, 2020, Council Meeting be adjourned at 6:48 p.m.

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

Carried

12. MEETING NOTES

None.

Mayor

Corporate Officer



Council Special Minutes

Tuesday, May 26, 2020

Council Chambers

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

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

1. CALL TO ORDER

The meeting was called to order at 2:00 p.m.

2. ADOPTION OF THE AGENDA

2.1 Adoption of the Agenda

Moved-Seconded:

That the Tuesday, May 26, 2020, Special Council Meeting Agenda be adopted as circulated.

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

Carried

3. PROCLAMATIONS

3.1 Child and Youth in Care Week - June 1-7, 2020

Mayor West proclaimed June 1-7, 2020, Child and Youth in Care Week.

4. REPORTS

4.1 Corporate Officer Update (verbal report)

Moved-Seconded:

That Council rescind the following previously-adopted motion from April 7, 2020:

"That Council waive all public hearings until June 30, 2020, and accept written submissions only for public comments pertaining to rezoning applications that comply with the Official Community Plan."

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

Carried

5. RESOLUTION TO CLOSE

5.1 Resolution to Close

Moved-Seconded:

That the Special Council Meeting of Tuesday, May 26, 2020, be closed to the public pursuant to the following subsections(s) of Section 90(1) of the Community Charter:

Item 5.1

a. personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality.

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

Carried

6. CAO Update (verbal report)

Moved-Seconded:

That Council advise the Liquor Control and Regulation Branch that the City supports temporary expansions to footprint of licensed establishments in accordance with Policy Directive 20-13, that permits food primary, liquor primary and manufacturing licensees to temporarily expand their service area until October 31, 2020, in order to meet social distance criteria.

In Favour (6): Mayor West, Councillor Darling, Councillor McCurrach, Councillor Penner, Councillor Pollock, and Councillor Washington

Absent (1): Councillor Dupont

Carried

7. RELEASE OF CLOSED MOTIONS

Whereas Council accepts the finding of an independent investigator that Councillor Dupont breached s. 117 of the Community Charter by disclosing confidential information contrary to the requirements of that section;

Whereas Council considers Councillor Dupont's unlawful disclosure of confidential information to be conduct unbecoming a member of City Council;

And Whereas Councillor Dupont has been afforded procedural fairness with respect to Council's consideration of this matter and was notified in advance:

- a. that Council would be considering the matter and was given a copy of this draft Resolution that may be considered by Council as well as a copy of the investigation report;
- b. that Council may consider sanctions including a motion of censure and public notification of any sanction;

Whereas Councillor Dupont was expressly informed of their right to retain legal counsel and for their legal counsel to be present at the Council meeting in which this Resolution would be discussed and voted on;

Whereas Councillor Dupont was given the opportunity to personally, or via their legal counsel, make submissions to the rest of Council regarding their conduct in this matter;

Whereas Council has considered the submissions made by Councillor Dupont and/or their legal counsel;

Whereas Council has unanimously agreed upon the appropriate action;

Whereas Council has provided written reasons so that Councillor Dupont understands the basis for the decision to address her conduct.

Be it Resolved as Follows:

1. That Council accepts the findings of the independent investigator that Councillor Dupont disclosed confidential information in breach of s. 117 of the *Community Charter*;
2. That Council considers Councillor Dupont's breach of confidentiality to be conduct unbecoming a member of City Council;

3. That Council shall address what it believes to be conduct unbecoming a member of City Council by way of:
 - a. a motion of censure on Councillor Dupont;
 - b. removal of Councillor Dupont as the City's representative on any external boards or committees;
 - c. removal of Councillor Dupont's City appointed designation;
 - d. removal of Councillor Dupont from the Acting Mayor rotation;
 - e. alternate procedures for Councillor Dupont's access to confidential materials; and
 - f. public notification of sanctions.
4. That the sanctions imposed on Councillor Dupont in sections 3(b), (c), (d), and (e) above remain in effect for a period of 12 months.
5. That the above resolution be released in to open.

8. ADJOURNMENT

That the Tuesday, May 26, 2020, Special Council Meeting be adjourned at 10:01 p.m.

In Favour (6): Mayor West, Councillor Darling, Councillor McCurrach, Councillor Penner, Councillor Pollock, and Councillor Washington

Absent (1): Councillor Dupont

Carried

9. MEETING NOTES

The meeting recessed at 2:15 p.m. and reconvened at 10:00 p.m.

Councillor Dupont was absent when the meeting reconvened at 10:00 p.m.

Mayor

Corporate Officer

PROCLAMATION

WHEREAS The students of today will make up the workforce of tomorrow, and an educated workforce is essential to economic stability and long-term success; and

WHEREAS The 2019-2020 academic year and commencement ceremonies have been interrupted due to the Covid-19 pandemic, and graduates, teachers, classmates, families and friends have not been able to celebrate these educational milestones together, and

WHEREAS The most effective way to increase awareness to the value of education and to honour graduating students is by supporting our community graduates in their next steps; whether that be continuing in higher education, learning a trade, or to starting a new job, we can acknowledge each individual's ability, talent, and contribution to our community; and

WHEREAS During this generational challenge, our graduates represent a bright future for our community;

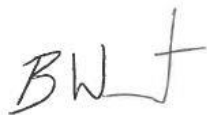
NOW THEREFORE: I, Brad West, Mayor of the Corporation of the City of Port Coquitlam, on behalf of our residents, offer a heartfelt congratulations; and

DO HEREBY PROCLAIM

June 14th to 20th

as

"Grad 2020 Week"



Brad West
Mayor



Zoning Amendment Bylaw – 2951 Coast Meridian Road Third Reading


RECOMMENDATION:

That Council give Zoning Amendment Bylaw No. 4179 for 2951 Coast Meridian Road third reading.

REPORT SUMMARY

Upon conclusion of the public hearing scheduled for June 9, 2020, Zoning Amendment Bylaw No. 4179 will be available for Council to give third reading.

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Give third reading to the bylaw.
	2	Request that additional information be received and determine next steps after receipt of that information.
	3	Fail third reading of the bylaw.

CITY OF PORT COQUITLAM
ZONING AMENDMENT BYLAW, 2020
Bylaw No. 4179

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

1. CITATION

This Bylaw may be cited as “Zoning Bylaw, 2008, No. 3630, Amendment Bylaw, 2020, No. 4179”.

2. ADMINISTRATION

2.1 The Zoning Map of the "Zoning Bylaw, 2008, No. 3630" be amended to reflect the following rezoning:

Civic: 2951 Coast Meridian Road

Legal: Lot 12, District Lot 466, New Westminster District, Plan NWP17811

From: RS1 (Residential Single Dwelling 1)

To: RD (Residential Duplex)

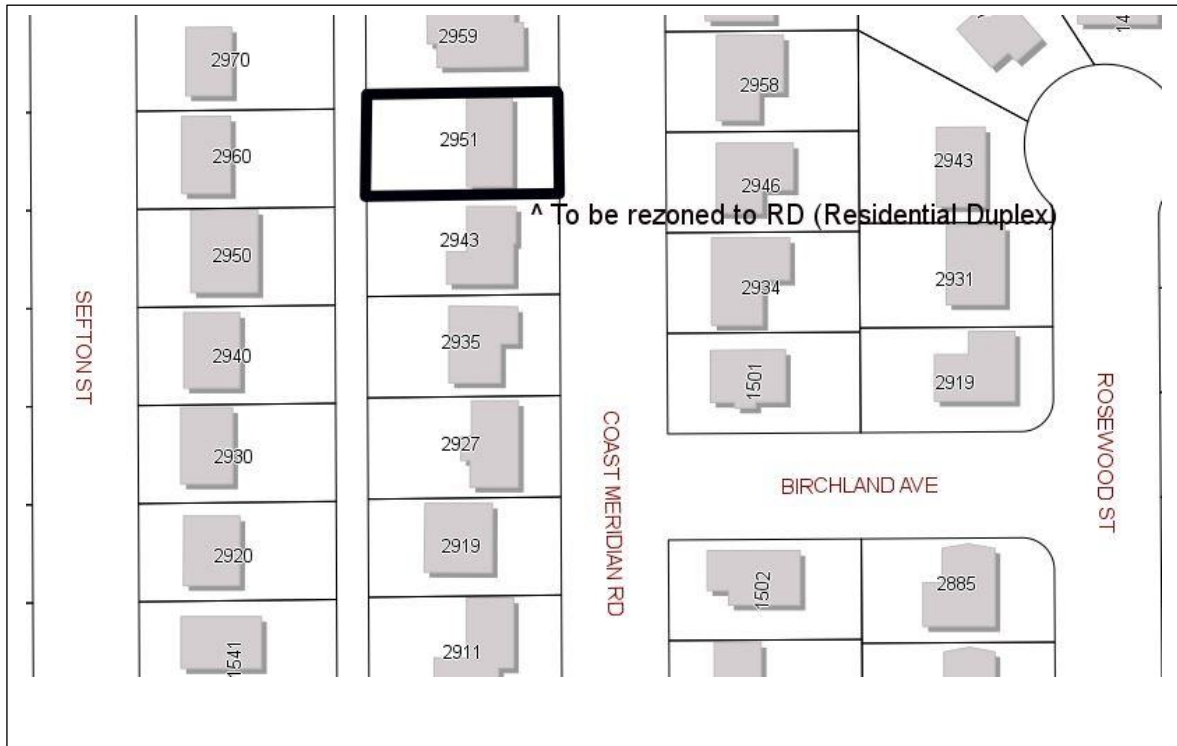
as shown on Schedule 1 attached to and forming part of this Bylaw.

READ A FIRST TIME this	12 th day of	May, 2020
READ A SECOND TIME this	12 th day of	May, 2020

Mayor

Corporate Officer

SCHEDULE 1



Zoning Amendment Bylaw – 2951 Coast Meridian Road - First Two Readings

RECOMMENDATION:


1. That Council give Zoning Amendment Bylaw No. 4179 for 2951 Coast Meridian Road first two readings; and
2. That the zoning of 2951 Coast Meridian Road be amended from RS1 (Residential Single Dwelling 1) to RD (Residential Duplex).
3. That prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:
 - a. Installation of tree protection prior to issuance of a demolition permit;
 - b. Demolition of the existing building(s);
 - c. Submission of a security to ensure tree retention in the amount of \$1,500;
 - d. Completion of design and submission of securities and fees for off-site works and services, including construction of the lane adjacent to 2959 Coast Meridian Road; and,
 - e. Registration of a legal agreement to restrict secondary suites and the height of the main floor to no greater than 8.13m geodetic.

PREVIOUS COUNCIL / COMMITTEE ACTION

At the April 28, 2020, Committee of Council meeting, Committee recommended to Council:

1. That the zoning of 2951 Coast Meridian Road be amended from RS1 (Residential Single Dwelling 1) to RD (Residential Duplex).
2. That prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:
 - a. Installation of tree protection prior to issuance of a demolition permit;
 - b. Demolition of the existing building(s);
 - c. Submission of a security to ensure tree retention in the amount of \$1,500;
 - d. Completion of design and submission of securities and fees for off-site works and services, including construction of the lane adjacent to 2959 Coast Meridian Road; and,
 - e. Registration of a legal agreement to restrict secondary suites and the height of the main floor to no greater than 8.13m geodetic.

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Give first two readings to the bylaw.

Zoning Amendment Bylaw – 2951 Coast Meridian Road - First Two Readings

	2	Delay first two readings and request staff to provide additional information.
	3	Deny first two readings of the bylaw.

2951 Coast Meridian Road – Rezoning Application

RECOMMENDATION:

That Committee of Council recommend to Council:

1. That the zoning of 2951 Coast Meridian Road be amended from RS1 (Residential Single Dwelling 1) to RD (Residential Duplex).
2. That prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:
 - a. Installation of tree protection prior to issuance of a demolition permit;
 - b. Demolition of the existing building(s);
 - c. Submission of a security to ensure tree retention in the amount of \$1,500;
 - d. Completion of design and submission of securities and fees for off-site works and services, including construction of the lane adjacent to 2959 Coast Meridian Road; and
 - e. Registration of a legal agreement to restrict secondary suites and the height of the main floor to no greater than 8.13m geodetic.

REPORT SUMMARY

This report provides for consideration of a rezoning application to amend the zoning at 2951 Coast Meridian Road from RS1 (Residential Single Dwelling 1) to RD (Residential Duplex) to allow for a duplex use. As the proposed development would be in keeping with policies of the Official Community Plan which encourage additional dwellings in established neighbourhoods, retention of mature trees and infrastructure improvements, it is recommended for approval.

BACKGROUND

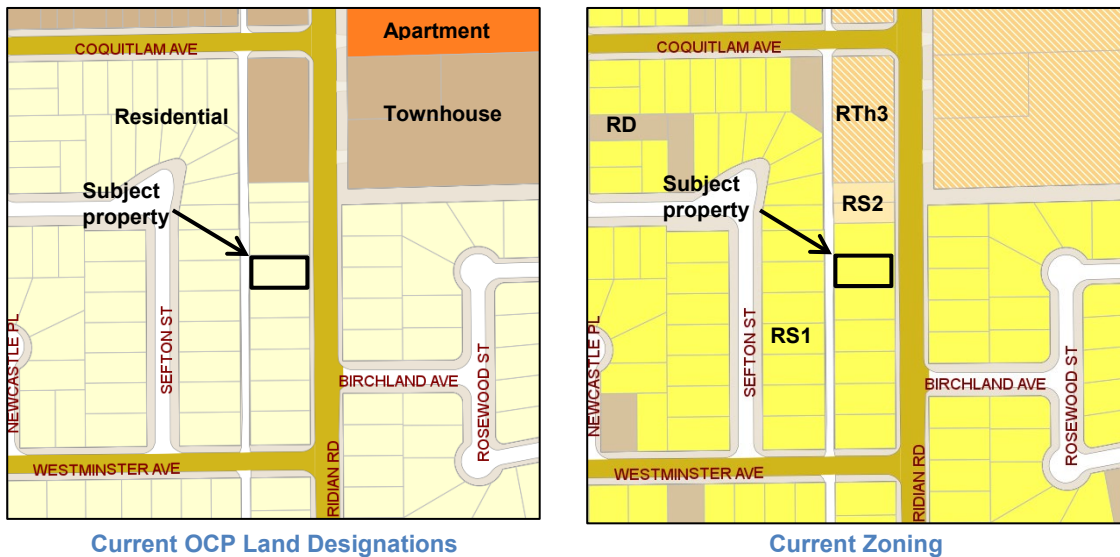
Proposal: The applicants, Mrs. and Mr. Alizada, has proposed to redevelop a 63-foot wide lot located mid-block on the west side of Coast Meridian Road between Coquitlam and Westminster Avenues with a two-storey (plus basement) duplex.



Location map

2951 Coast Meridian Road – Rezoning Application

Policy and Regulations: The site is currently zoned RS1 – Residential Single Dwelling 1; the proposed zoning is RD – Residential Duplex. The site is located in an area designated in the Official Community Plan as R – Residential.



The Official Community Plan encourages duplexes in areas designated Residential and provides for consideration of a rezoning to permit a duplex use if it is a corner lot or if there is no other duplex within 100m on or fronting the same street and if the rezoning would result in public benefits such as: dedication of lands; installation of adjacent infrastructure or extension of infrastructure to address gaps; retention of a heritage feature or a superior quality design of buildings and landscaping that enhances fit with the established neighbourhood character.

Duplex development is regulated by the Intensive Residential Development Permit area guidelines in the OCP. The guidelines for duplex development encourages a high quality of building design that is respectful of established neighbourhood characteristics, encourages vehicle access from the lane, the planting of at least two trees in the front yard and landscaping that provides privacy and minimizes hard surfaces.

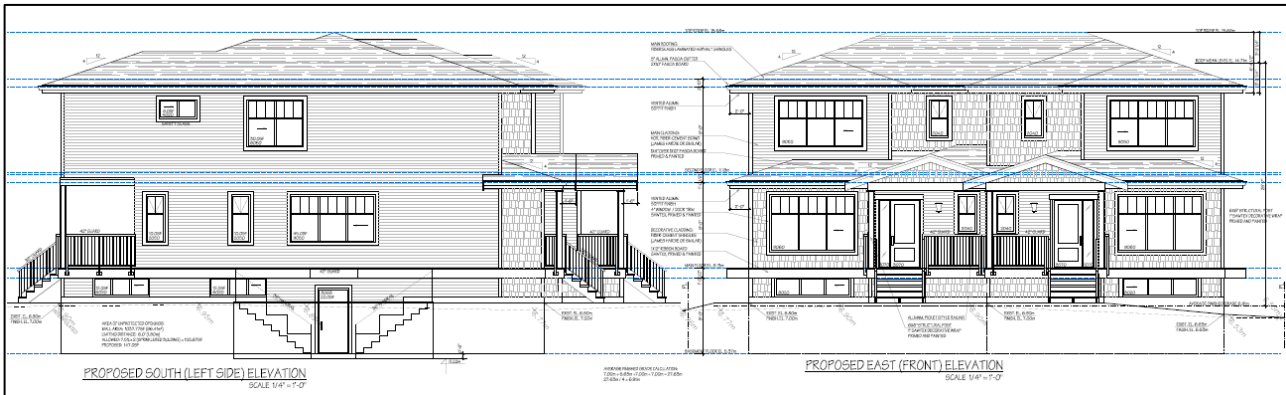
Site Context: The 702m² (7,556 ft²) lot is relatively flat and currently occupied by an older single-family home with vehicular access from Coast Meridian Road. Surrounding land uses include single-residential and townhouse uses. The house to the north is a relatively new two-storey house and the house to the south is a one storey with a partially above ground basement. The rear lane is partially paved from Coquitlam Avenue southward but ends behind 2973 Coast Meridian Road.

Proposed Development: The applicant is proposing to construct a two-storey plus basement side-by-side duplex. The proposed duplex units would each have a floor area of approximately 191 m² (2,061 ft²) on the two main floors, plus a 115m² (1,241 ft²) unfinished basement and a detached

2951 Coast Meridian Road – Rezoning Application

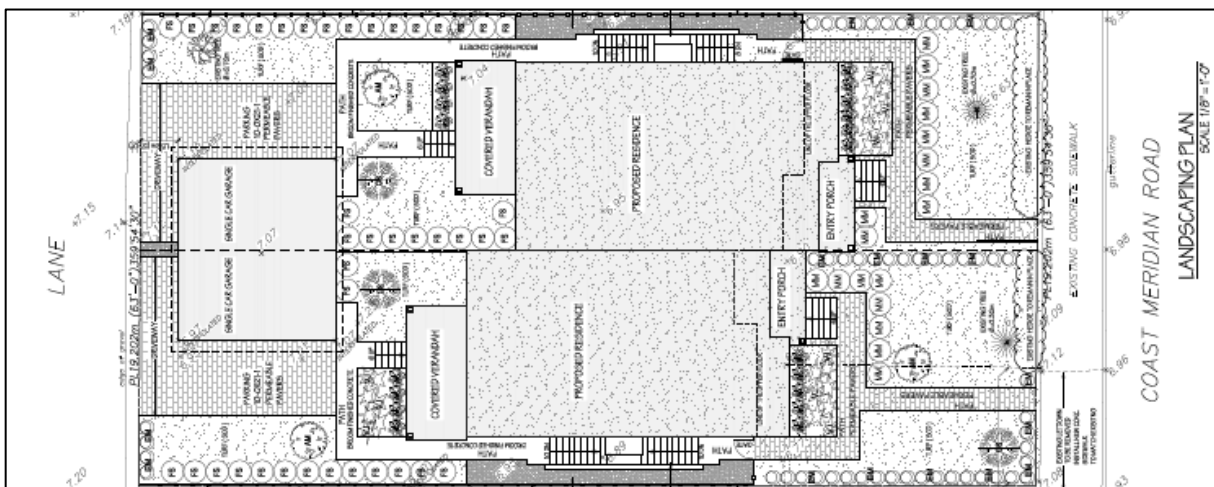
garage. Each unit would have an individual front entrance from Coast Meridian, with vehicular access from the rear lane.

The applicant describes the proposed architectural style as modern craftsman. To breakdown the front façade and building massing, the proposed design staggers the orientation of the dwelling units and incorporates variable roof lines. Each unit has a small street-friendly front porch and a useable rear deck. Cladding material consist of high quality fibre-cement horizontal board and wall shingles



Proposed front and south side building façades

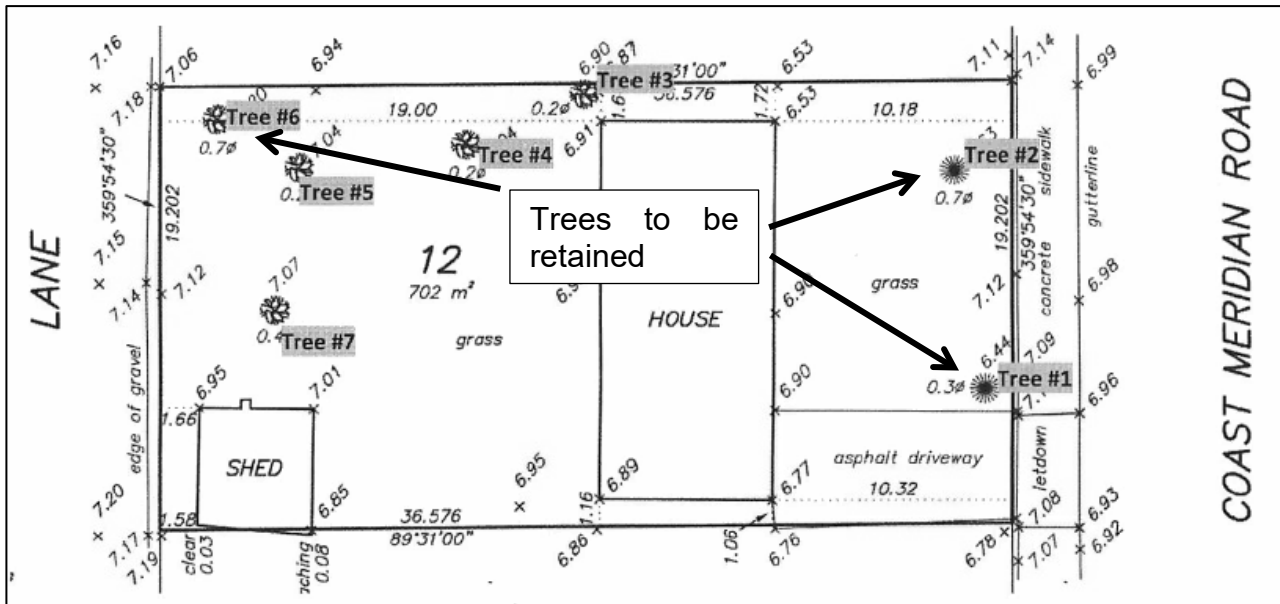
The proposed landscape plan calls for planting three amur maple and three colorado spruce trees, as well as a variety of hedges and shrubs in addition to retention of three mature trees. Privacy between units is to be provided by hedging and a fence in the rear yard. The parking pads at the rear are to be partially screened with landscaping and designed to have permeable pavers to increase the pervious surface area.



Proposed site plan and landscaping

2951 Coast Meridian Road – Rezoning Application

Trees: There are seven trees on the lot shown on the map below which consist of a large western redcedar, spruce and chestnut and four smaller ornamental trees consisting of two Japanese maples, lilac and mountain ash. The applicant has submitted an arborist report assessing the health and retention potential for each of these trees. In keeping with the recommendations of this report, the applicant intends to retain the three larger trees on the site (tree #1 – spruce, tree #2 - western redcedar, tree #6 - chestnut) and coordinate development under the supervision of an arborist. Four smaller ornamental trees would be removed as they are within the construction footprint. In accordance with the Tree Bylaw, these trees will be replaced.



Map of existing trees / trees to be retained

Off-site infrastructure and servicing:

In accordance with the Subdivision Servicing Bylaw, required offsite improvements and servicing will include:

- Upgrading Coast Meridian Road (road paving 1/2 road plus 1 meter, curb and gutter, sidewalk and street lighting) and the storm sewer if they do not meet City standards.
- Removing the existing driveway letdown on Coast Meridian Road and replacing with barrier curb and gutter and sidewalk.
- Lane improvements, including paving and storm drainage.
- Installation of service connections (water, sewer, sanitary) to each unit.
- Installation of a fire hydrant.

DISCUSSION

Land use and design: The Official Community Plan was amended in 2018 to allow greater opportunity for duplexes to be located within established neighbourhoods and this proposal meets

2951 Coast Meridian Road – Rezoning Application

this intent and complies with policies of the Plan for duplexes as there are no other sites on the same street within 100m that are zoned to permit this use, the design of the buildings and landscaping are of a high quality and the rezoning would result in off-site infrastructure improvements.

The building has been designed in a manner that is sensitive to the context of the site, which consists of mostly 1 and 2 storey homes. Although there are two full stories plus a basement on each side of the duplex, the building is designed to only have a two and a quarter storey profile which brings the scale down to meet the surrounding context while still allowing natural light into the basement. In addition, the two halves of the duplex have been staggered and include wall articulation and roof elements to help break-down the building mass. The final design of the building and landscaping would be confirmed in Committee's future consideration of the development permit, if the rezoning is approved. Given recent community concern about the height and mass of new houses and duplexes in the community, Staff recommends that a legal agreement be registered on title to ensure the basement protrudes above grade no more than shown in the proposed design.

The proposal would also allow the City to address a gap in infrastructure by requiring the lane improvements to extend beyond the property to include a 20m segment of the lane behind 2959 Coast Meridian Road. This would allow for paved access from Coquitlam Avenue to the subject site as shown on the diagram below. Staff recommend this extension be included as a condition of the rezoning.

Secondary suites: The duplex zone does not allow for secondary suites, which is consistent with the current BC Building Code for Part 9 buildings. The Province is in process of amending the Code to allow for secondary suites in duplexes; once these changes are enacted, the City can review it's regulations to determine if suites in duplexes are appropriate and if, so, how to appropriately address impacts such as building massing, parking and neighbourhood fit.



Recommended lane paving

For this property, staff note that additional parking stalls could not be accommodated on site. Therefore, if a secondary suite were ultimately permitted, it would have impacts to the neighbourhood. Staff recommend that a legal agreement be registered on title to ensure future owners are aware that secondary suite would not be a permitted use.

Tree preservation and replacement: The proposed development would require the removal of four ornamental trees in order to accommodate the new building and its required parking. The applicant has proposed replacing the four trees with six new trees (3 Colorado spruce and 3 amur maple) and preserving 3 large mature trees. Parks staff is satisfied with the assessment of the trees in the arbourist report and the proposed replacement plan. It is recommended protective fencing be installed prior to demolition of the existing building to protect these trees during construction processes and a security of \$1500 be required to ensure the trees are retained and best practices are following during construction.

FINANCIAL IMPLICATIONS

None.

PUBLIC CONSULTATION

The applicant contacted adjacent residents to provide them with information about the application and has submitted letters indicating their neighbours have no concern with the application. A sign notifying residents of the application is posted on the site and to date staff has not received any input.


Pursuant to section 464(2) of the *Local Government Act*, a local government may waive a public hearing where the bylaw is consistent with the Official Community Plan. Notice is provided to neighbours and the broader community through direct mailouts and newspaper advertisements. Individuals may submit written comments concerning the impact of the proposed development to be considered by Council.

At the April 7th, 2020 Special Council Meeting, a motion was passed by Council to waive public hearings due to the COVID pandemic where the application is eligible.

The rezoning application is consistent with the Official Community Plan and therefore eligible to have the public hearing waived. Notice will be mailed to surrounding properties as required by “Development Procedure Bylaw 2013, No. 3849” and advertised in the local paper. Written comments can be submitted to the City for consideration by Council.

2951 Coast Meridian Road – Rezoning Application

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Recommend to Council that the zoning of 2951 Coast Meridian Road be amended from RS1 to RD and that the specified conditions be met prior to adoption of the rezoning bylaw.
	2	Request additional information or amendments to the application to address specified issues prior to making a decision on the application
	3	Recommend to Council that the rezoning application be refused.

ATTACHMENTS

Attachment 1: Arborist report

Lead author(s): Bryan Sherrell

ABC TREE MEN

CERTIFIED ARBORIST REPORT

PROJECT LOCATION:

2951 Coast Meridian Rd, Port Coquitlam

PREPARED FOR:

Alizada Family

PREPARED BY:

ABC Tree Men

March 25, 2020

Francis R. Klimo
ISA Certified Arborist
ISA Certified Tree Risk Assessor
BC Wildlife Danger Tree Assessor

1.0 SCOPE OF WORK

ABC Tree Men was contracted by Alizada Family to conduct and prepare a Tree assessment, Tree management plan, Tree Replacement Plan, and Arborist report for their proposed Duplex located at 2951 Coast Meridian Rd, Port Coquitlam. The objective of this report is to ensure the proposed development will be in compliance with the City of Port Coquitlam “*Tree Bylaw, 2019, No. 4108*” and *Best Management Practices*. We conducted our field inspections on March 25, 2020 at around 2:00pm. Our scope of work was to identify all key trees on/off-site, assess, document their condition, and recommend actions on removing or retaining the trees in question.

❖ 1.1 Limits of assignment

- Our investigation is based solely on visual inspection of the trees on March 25, 2020 and the analysis of photos taken and tree diagnosis gathered during the inspection.
- Our inspection was conducted from ground level. We did not conduct soil tests or below grade root examination to assess the condition of the root system of the trees.
- We conducted a level 2 assessment.
- Sunny Spring day, no adverse weather conditions

❖ 1.2 Purpose and use of the report

- Meet municipal criteria for Arborist report submissions and to provide documentation pertaining to on-site trees to supplement the proposed development for 2951 Coast Meridian Rd, Port Coquitlam.

2.0 SITE ANALYSIS

Currently on the property there is an existing house situated on a 700 (Approx.) square meter lot. The existing house will be slated for demolition to make way for a new duplex and rear car garage.

A total of seven (7) trees were observed and examined on-site. The subject trees were located throughout the property. The majority of the trees identified on-site consisted of deciduous species located towards the back yard area and ranged from being in fair to good condition. Observing the site, the property is bounded by residential properties to north and south, with a laneway towards the east, and Meridian Road towards the front. The property is flat-lying without any significant grade differences.



Figure 1. Location of subject site– 2951 Coast Meridian Rd, Port Coquitlam

3.0 TREE ASSESMENT PROCESS

Our tree inspection process is a systematic process for accurately identifying and cataloging trees. Using the site survey as a reference to their location and the proposed plans aiding in our suitability for retention assessment, we have produced accurate findings to our recommendations to ensure the use of proper tree protection during the construction phase and as applicable, prescribing tree removal recommendations. Our assessment of the on-site and off-site trees consists of gathering and documenting sizes (*DBH, Height, and Crown spread*), condition, species, location, growth form, and other site factors. The data collected will be documented into the inventory and will also aid in the selection for retention and or removal of the subject trees. In addition, accurate tree preservation measures could be implemented for the optimal retention and protection of trees throughout the duration of construction and up to the completion of the project.

- **3.1 Health and structure rating**

Basic Definition of general overall tree health, broken into five (5) defined categories with their corresponding suitability for retention split into three (3) categories:

- **Good** - A healthy, vigorous tree, reasonably free of disease, with good structure and form typical of the species. ***Suitable for retention.***
- **Fair to good** - Tree is growing well for its species. No overt or identifiable significant defects, and is well suited for retention. ***Suitable for retention.***
- **Fair** - Subject tree that has an average vigour for its species. Small amount of twig dieback, minor structural defects that could be corrected. ***Marginal for retention.***
- **Fair to poor** - A tree with moderate to poor vigor, moderate twig and small branch dieback, thinning of crown, poor leaf color, moderate structural defects that may affect its survival considering construction impacts. ***Marginal for retention.***
- **Poor** - A tree in decline, epicormics growth, extensive dieback of medium to large branches, significant structural defects that cannot be abated. And a tree in severe decline, dieback of scaffold branches and or trunk, mostly epicormic growth; extensive structural defects that cannot be abated. ***Unsuitable for retention***

4.0 SUMMARY OF FINDINGS

On March 25 2020, ABC Tree Men conducted a site visit and visual inspection. A total of seven (7) trees have been identified on-site.

- Seven (7) trees were observed on-site,

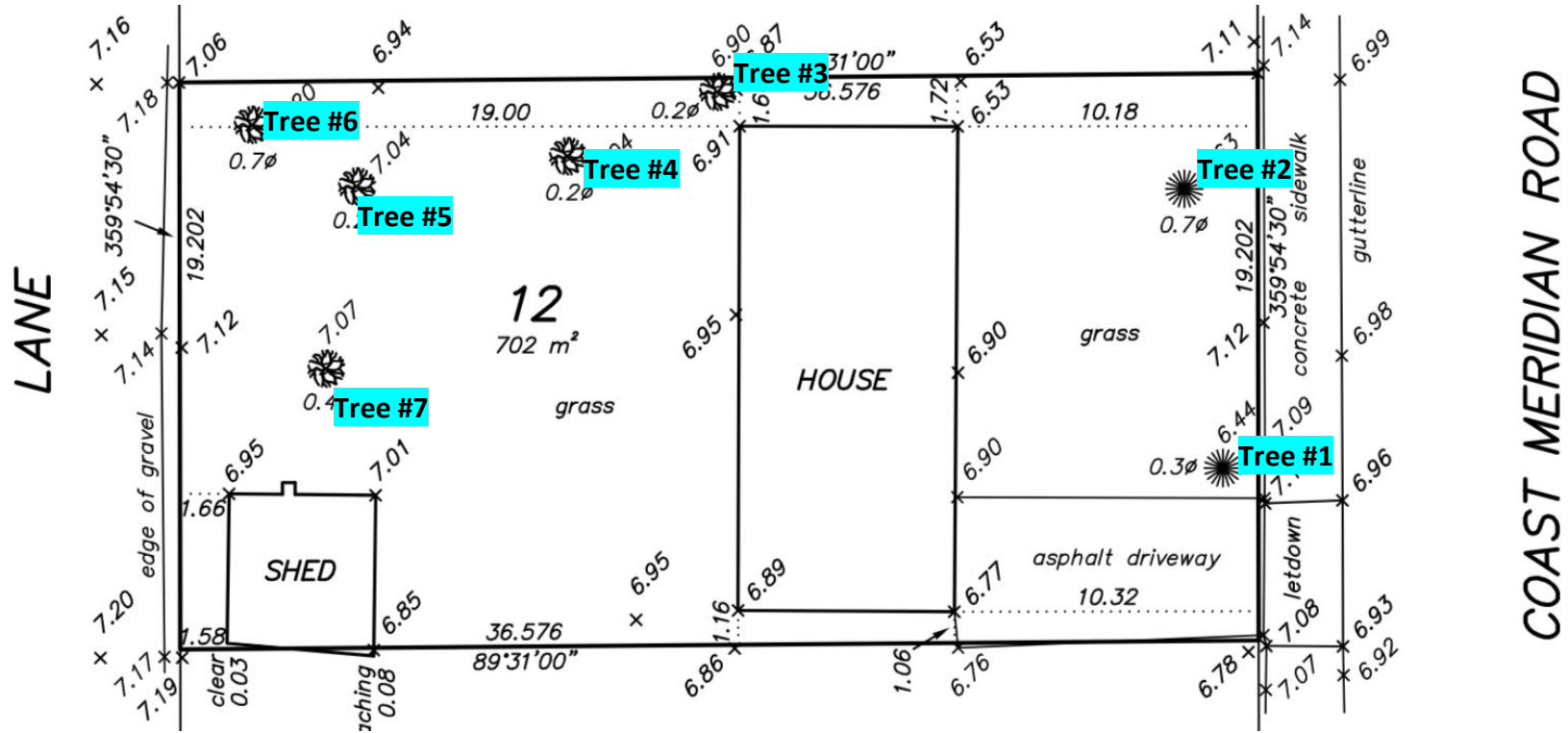
Overall, the subject trees range from being in fair to good condition. Four (4) of the subject trees identified on-site are located directly within construction zones with high disturbances requirements and have been selected for removal.

We observed six (6) types of species located on-site: Western redcedar, Spruce, Common lilac, Chestnut, Japanese maple, and Mountain ash.

DBH varies from 21cm to 65cm for trees identified on-site.

Of the seven (7) trees identified, the three (3) on-site trees will be retained using tree protection measures and the four (4) on-site trees are recommended for removal.

5.0 SITE MAP



6.0 TREE INVENTORY

Table 1								
ABC TREE MEN								
March 25, 2020								
2951 Coast Meridian Rd, Port Coquitlam								
Tag #	Name	Species	DBH(cm)	Height (m)	Condition (rating)	Retain or Remove	Comments	TPZ (m)
1	Spruce	<i>Picea</i>	21	5	On-site tree situated towards the front of the lot. Topped at around 3m. The development of new tops examined. Situated within close proximity to a retaining wall and driveway. Developing within the hedge. Overall, subject tree is in fair to good condition.	Retain	Place tree protection barriers to protect trunk, roots, and structure.	1.3
2	Western redcedar	<i>Thuja plicata</i>	61/46	12	On-site tree situated towards the front of the lot. Multi stemmed base with a high live crown ratio. Each stems have developed into a single stemmed growth form. No other major defects and or signs of stress. Overall, subject tree is in fair to good condition.	Retain	Place tree protection barriers to protect trunk, roots, and structure.	5.0
3	Common lilac	<i>Syringa vulgaris</i>	15/8/4	4	On-site tree situated along the north P/L. Multi stemmed base with stems developing towards the neighboring property removed. Few stems appears to be dead and decaying. Overall, subject tree is in fair condition.	Remove	Removal is recommended due to conflicts with the proposed development.	1.7
4	Mountain ash	<i>Sorbus</i>	14/13/7	8	On-site tree situated towards the rear of the lot. Co dominant base. Large trunk wood. With observable decay towards the southern stem. Asymmetrical crown developing towards the east due to the previously removed tree. Overall, subject tree is in fair condition.	Remove	Removal is recommended due to conflicts with the proposed development.	2.1
5	Japanese maple	<i>Acer palmatum</i>	20	10	On-site tree situated towards the rear of the lot. Basal lean and the growth of its crown observed to be developing towards the south. One limb appears to be dead. No other major defects and or signs of stress. Overall, subject tree is in fair to good condition.	Remove	Removal is recommended due to conflicts with the proposed development.	1.2
6	Chestnut	<i>Castanea</i>	65	8	On-site tree situated towards the back corner of the lot. Co dominant at around 2m. Previously topped and the rapid and dense growth of new shoots examined. Crown appears to be healthy without any signs of stress. Overall, subject tree is in fair condition.	Retain	Place tree protection barriers to protect trunk, roots, and structure.	4.0
7	Japanese maple	<i>Acer palmatum</i>	12/14/11/13	7	On-site tree situated towards the back of the lot. Multi stemmed base. Open wounds observed from previous pruning cuts with observable deadwood and hollowed our structures. Sparseness of the crown towards the east examined. Overall, subject tree is in fair to poor condition.	Remove	Removal is recommended due to conflicts with the proposed development.	2.4

7.0 TREE RETENTION/REMOVAL RECOMMENDATIONS

A total of seven (7) trees have been found on-site. All identified trees are protected by the City of Port Coquitlam Tree Bylaw. Based on the factors that include the pre-existing condition of the subject trees as detailed in the general observations, tree inventory, and the proposed development, trees are proposed to be treated as follows.

❖ **Tree retention**

Pursuant to the *City of Port Coquitlam Tree Bylaw, 2005, No. 3474* the following trees are recommended for retention as detailed in the report and tree recommendations. Information regarding specific recommendations can be found in the *Tree retention plan recommendations above and section 9.0 Tree Protection barriers*.

- **Tree #1, #2, and #6** will be retained with tree protection measures implemented. Place barriers to specifications and leave during whole construction period and remove when the director has authorized its removal.
- The proposed service connections may encroach within the **TPZ of trees #1 and #2**. Shifting the service connections and or conducting the connection process under Arborist supervision via Hydro Vac, manual excavation etc. will be required.
- The installation of the new parking pad will have to use the existing grade and an arborist supervising the installation within the **TPZ of tree #6** is recommended. The grade below will need to be undisturbed for the new surface to be placed on grade and is required to be constructed of pavers. A maximum removal of the existing granular layer of 10cm can be done in order to install the subgrade.
- The method of excavation for the garages foundation within the **TPZ of tree #6** will be done in a carefully coordinated effort under the direct guidance and supervision of an Arborist. If roots do come in contact during excavation light root pruning of severed and tangled roots should be hand pruned with loppers that are sterilized with alcohol or bleach to minimize the risk of transferring diseases and to promote new root development.

❖ **Tree removal**

Pursuant to the *City of Port Coquitlam Tree Bylaw, 2005, No. 3474* the following trees are recommended for removal as per the following sections or as detailed in the report.

- **Trees #3, #4, #5, #6, and #7** are unsuitable for retention as the trees would be in direct conflict with the proposed development resulting in root loss, stability impacts resulting from excavation and related grading and development changes. As the proposed plans have yet to be planned, the removal recommendations are preliminary and are based on the proposed designs and setbacks

8.0 GENERAL OBSERVATIONS, RECOMMENDATIONS AND PHOTOS



Photo 1 - Facing towards on-site tree #1



Photo 2 - Facing towards on-site tree #2

Species: Spruce (*Picea*), Western redcedar (*Thuja plicata*)

Tree#: 1, 2

Observations: Trees #1 and #2 are both coniferous trees situated on-site towards the back of the lot. The DBH measures a co dominant 23/29cm for tree #1 and 33/49cm for tree #2. Tree #1 has an overall height of about 12m and tree #2 has an overall height of about 8m. A crown spread of about 6m was measured on both trees.

- Observing the overall structure of tree #1, it was observed to be topped at around 3m. The development of new tops examined. Situated within close proximity to a retaining wall and driveway. Developing within the hedge. Overall, subject tree is in fair to good condition.
- Tree #2 has a multi stemmed base with a low lying crown. Both of the stems have developed into a single stemmed growth form. Crown appears to be healthy with no other major defects and or signs of stress. Overall, subject tree is in fair to good condition.

Recommendations: Trees #1 and #2 will be retained. It is required to place tree protection barriers to protect its trunk, roots, and structure. Place barriers to drip line or to the measurements outlined in section 9.0.

The proposed service connections may encroach within the TPZ of trees #1 and #2. Shifting the service connections and or conducting the connection process under Arborist supervision via Hydro Vac, manual excavation etc. will be required.

On-site trees #3 and #4 discussion



Photo 3 - Facing towards tree #3 and #4

Species: Common lilac (*Syringa vulgaris*), Mountain ash (*Sorbus*)

Tree#: 3, 4

Observations: Trees #3 and #4 are located towards the back of the lot situated within the proposed building envelope. The DBH measures a combined 27cm for tree #3 a combined 34cm for tree #4. An overall height of about 4m to 8m and a crown spread of 3m to 6m was measured.

- ❖ Observing the overall structure, a multi stemmed base with stems developing towards the neighboring property removed. Few stems appears to be dead and decaying. Overall, subject tree is in fair condition.
- ❖ Tree #4 has a co dominant base with a large trunk wood along its base. With observable decay towards the southern stem. An asymmetrical crown developing towards the east due to the previously removed tree was observed. Overall, subject tree is in fair condition.

Recommendations: Trees #3 and #4 will be in direct conflict with the proposed development, and falls within or is in direct conflict with the proposed building footprint & within zone of heaviest construction & excavation activity. Removal is recommended.

On-site trees #5, #6, and #7 discussion



Photo 4 - Facing towards the back trees #5, #6, and #7

Species: Chestnut (*Castanea*), Japanese maple (*Acer palmatum*)

Tree#: 5, 6, 7

Observations: The subject trees are situated towards the back of the property. The trees consist of two (2) Japanese maples and one (1) Chestnut. Their DBH measures between 20cm to 65cm and with an overall height of about 7m to 10m.

- Observing the two (2) Japanese maples, a basal lean and the growth of its crown observed to be developing towards the south was examined on tree #5. One limb appears to be dead. No other major defects and or signs of stress. Overall, subject tree is in fair to good condition. The other Japanese maple, Tree #7, has a multi stemmed base with open wounds observed from previous pruning cuts with observable deadwood and hollowed out structures. Sparseness of the crown towards the east examined. Overall, subject tree is in fair to poor condition.
- The Chestnut tree is situated further towards the north western corner of the lot. The structure is co dominant at around 2m with a previously topped growth form. The rapid and dense growth of new shoots was examined. Crown appears to be healthy without any significant signs of stress and or defects. Overall, subject tree is in fair condition.

Recommendations: Trees #5 and #7 will be in direct conflict with the proposed development, and falls within or is in direct conflict with the proposed building footprint & within zone of heaviest construction & excavation activity. Removal is recommended.

Trees #6 will be retained. It is required for tree protection barriers to be placed to protect its trunk, roots, and structure. Place barriers to drip line and as a group or to measurements outlined in section 9.0. Please see discussion on pg. 10.

On-site tree #6 parking pad and garage discussion

Photo 5 - Facing towards the existing parking area of tree #6

Species: Chestnut (*Castanea*)

Tree#: 6

Observations: The area of the proposed excavation line & parking pad has been previously used as a parking surface as supported by the light layer of a granular surface absorbed by the soil and its compacted surface. The soil condition is compacted creating an unfavorable condition for larger critical roots to develop extensively. During excavation for the foundations of the garage and the placement the parking pad, significant impacts to its overall health, roots, and or structure should not be of concern.

Recommendations: Trees #6 will be retained with the placement of tree protection barriers to protect its trunk, roots, and structure. Barriers are required to be placed to the drip line or to measurements outlined in section 9.0.

❖ **Method for placement of the proposed parking pad within TPZ of tree #6**

The installation of the new parking pad will have to use the existing grade and an arborist supervising the installation within the TPZ is recommended. The grade below will need to be undisturbed for the new surface to be placed on grade and is required to be constructed of pavers. A maximum removal of the existing granular layer of 10cm can be done in order to install the subgrade. Overall, no concerns can be made if the proposed methodology is prescribed and is followed.

❖ **Method of excavation for the garage within the TPZ of tree #6**

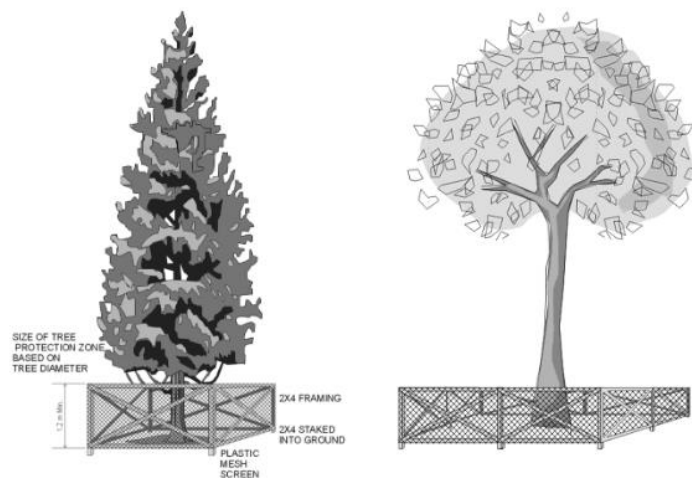
The method of excavation for the garage foundation within the TPZ of tree #6 will be done in a carefully coordinated effort under the direct guidance and supervision of an Arborist. If roots do come in contact during excavation light root pruning of severed and tangled roots should be hand pruned with loppers that are sterilized with alcohol or bleach to minimize the risk of transferring diseases and to promote new root development. No major concern can be examined if the proposed methodology is followed.

9.0 TREE PROTECTION BARRIER

Tree protection barrier summary		
Tree number (species)	DBH(cm)	Minimum tree protection barrier Radial span (m)
1	21	1.3
2	61/46	5.0
6	65	4.0

All trees identified above will require tree protection barriers to protect and prevent the tree trunk, branches and roots being damaged by any construction activities/operations. Prior to any construction activity on site, tree protection fences must be constructed at the specified distance from the tree trunks. The protection barrier or temporary fencing must be at least 1.2 m in height and constructed of 2 by 4 lumber with orange plastic mesh screening. Structure must be sturdy with vertical posts driven firmly into the ground. This must be constructed prior to excavation or construction and remain intact throughout the entire period of construction. Further standards for fencing construction can be found at: City of Port Coquitlam “Tree Bylaw, 2019, No. 4108”.

Page -3-



10.0 TREE REPLACEMENT PLAN

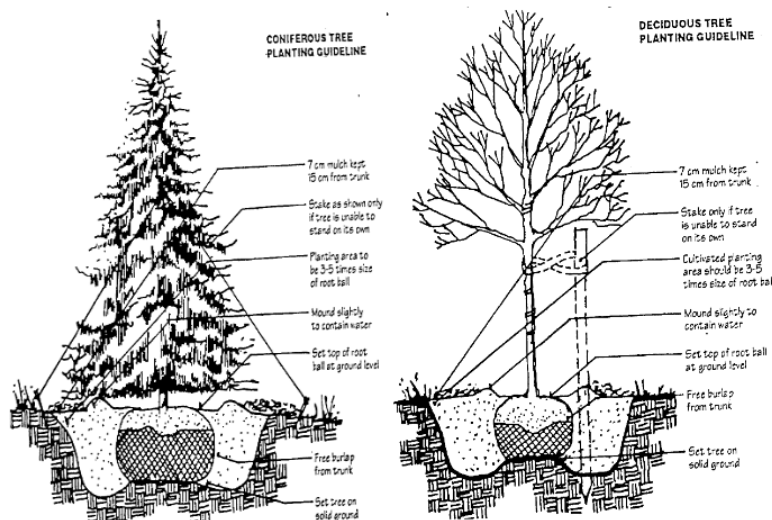
Outlined in the City of Port Coquitlam “Tree Bylaw, 2019, No. 4108” replacement trees will be needed to be planted for every protected tree being removed depending on lot size. According to the bylaw a replacement of one (1) tree will be needed based on one (1) tree being removed. A total of four (4) trees will be required to be planted on-site as four (4) bylaw sized trees will be removed. Any of the trees outlined in the table below could be planted as long as the measurements requirements are in place.

It is important to locate your new plantings in accordance with the species' growing habits or tendencies. It is crucial to avoid planting your trees alongside buildings in which root ingress into drainage systems can occur and this can result in costly remedial work, also it is good practice not to plant your tall growing trees under power lines or utility lines as this can lead to pruning that may grossly adulterate the overall form or shape of the tree. Planting trees in the right location is the key to sustaining a balanced urban forest.

The proposed replacement trees will need to be a minimum 6cm in caliper size (*trunk width measured at 15 centimetres above the ground*) or 3.5 metres height at the time of planting. At least one metre away from any site boundary, any accessory building or any other structure on or adjacent to the site that may adversely affect the tree, and at least 3.0 metres away from any principle building, and; at least 2.5 metres away from any other tree on or adjacent to the site.

Tree replacement plan		
Planting(s) should be scheduled for the late winter/ early spring or early fall		
Quantity	Name	Species
2	Amur Maple	<i>Acer ginnala</i>
2	Colorado spruce	<i>Picea pungens</i>

Please see map for location Note: Planting cannot be within 3 meters of another significant tree



10.1 TREE REPLACEMENT PLAN RECOMMENDATIONS

Based on the factors that include the existing condition of the trees as detailed in the tree inventory list, the general observations as noted above, and our recommendations, trees are proposed to be treated as follows.

- **Planting techniques:** Ideally when digging a planting hole it should be at least two to three times the width of the root ball at the base. If the root ball is burlaped remove the top and upper side portions. In very compacted clay landscape soils, widening the planting hole to five times the width of the soil ball will be recommended. If the sides of the planting hole are glazed breaking up the surface would be beneficial. When backfilling use the same soil that was removed from the planting hole.
- **Water demands:** Proper watering is the key to survival of newly planted trees. If water is excessively soaked into the planting hole it displaces soil oxygen and results in transplant death. Watering should be done as follows, after backfilling water to moisten the soil to 1 foot deep. This amount of water is 1 to 1.5 inches on a light, sand soil and 2 to 2.5 inches on a heavy, clay soil. Water should be gently soaked into the root ball.

- **Fertilizing:** Fertilizing is neither recommended nor necessary since the root system of a newly planted tree is limited. If fertilizer is used a slow release nitrogen fertilizer is suggested.
- **Mulching:** One of the simplest and least expensive things that can be done to help trees survive there new location would be to apply 2 to 4 inches of organic mulch. The radius in which to spread the mulch would depend on the trees size. For example a tree with a caliper of 1 to 2 inches a circle of mulch of at least 6 feet would be recommended. It is crucial to not to place mulch against the stem of the tree as this will increase the chance of bacterial and fungal infections.
- **Tree stabilization:** Tree stabilizing of newly planted trees is not always necessary. Usually it can have a negative effect on trunk taper and produce less roots for anchorage. Tree stabilization could be used on trees that do need support and on windy sites. A common method is to use two stakes and attach a material that is smooth non-abrasive and somewhat elastic as low along the trunk as is practical while still providing necessary support.

11.0 CONCLUSIONS

Based on our findings, a total of seven (7) trees have been identified on-site. A total of three (3) on-site trees will be retained and protected with tree protection barriers implemented and four (4) on-site trees are recommended for removal as due to conflicts with the proposed service connections and other related construction requirements.

Thank you for choosing ABC Tree Men. Any further questions can be forwarded to Francis Klimo at (604)358-5562

Regards,



Francis R. Klimo

ISA Certified Arborist #PN-8149A

ISA Certified Tree Risk Assessor (TRAQ)

BC Wildlife Danger Tree Assessor #7193

2117 Prairie Avenue Housing Agreement (Metro Vancouver & Atira Women's Resource Society)

RECOMMENDATION:

That Council give first three readings to Housing Agreement Bylaw, 2020, No. 4181 for 2117 Prairie Avenue.

PREVIOUS COUNCIL/COMMITTEE ACTION

At the October 9, 2018 meeting, Council gave 3rd reading to Official Community Plan Amendment Bylaw No. 4075 and Zoning Amendment Bylaw No. 4076 for 2115-2127 Prairie Avenue.

Prior to adoption of the bylaw amendments, Council requires the following conditions be met (in summary):

- a. adoption of a Housing Agreement Bylaw,
- b. lot consolidation and plan providing for dedication of corner cut-offs and any additional right-of-way required at the Flint Street/Prairie Avenue intersection,
- c. provision for off-site servicing; and,
- d. conceptual design for the Prairie Avenue / Flint Street intersection and commitment to implement road infrastructure

REPORT SUMMARY

This report brings forward a proposed Housing Agreement Bylaw in accordance with the requirements established by Council for the proposed Official Community Plan amendment and rezoning of 2117 Prairie Avenue. This agreement will ensure the property is developed with non-market rental housing and define affordability and tenant-eligibility requirements, as described in reports associated with the bylaw amendment processes.

BACKGROUND and DISCUSSION

Metro Vancouver, which owns the vacant site at the corner of Prairie Avenue and Flint Street, intends to lease the site to the Atira Women's Resource Society on a long-term basis for a comprehensive affordable housing development, as previously described to Council and considered at the Public Hearing held on October 9th, 2018. The applicant has been proceeding to fulfill the conditions required to be met before the bylaw can be adopted since Council gave 3rd Reading to the amending bylaws on that date.

The attached housing agreement bylaw is recommended to implement the affordable rental housing agreement. The agreement ensures the following:

- the site will be developed to include 83 non-market rental dwelling units, managed and operated by a Public Housing Body (Atira Women's Resource Society);

2117 Prairie Avenue Housing Agreement Bylaw No. 4181 (Metro Vancouver & Atira Women's Resource Society)

- rent levels will be non-market, with 20% of units at rents no higher than the shelter allowance provided to tenants on income assistance, 50% set at rent geared to income, and 30% rented at rents no higher than the average purpose-built rental rent levels; and
- the dwelling units will be tenanted with women and women-headed households who meet income eligibility criteria.

FINANCIAL IMPLICATIONS

None.

OPTIONS (✓ = Staff Recommendation)

	#	Description
<input checked="" type="checkbox"/>	1	Give first three readings to the Housing Agreement Bylaw.
<input type="checkbox"/>	2	Not give first three readings to the bylaw.

ATTACHMENTS

Att#1: Housing Agreement Bylaw No. 4181

Lead author(s): Bryan Sherrell

CITY OF PORT COQUITLAM

HOUSING AGREEMENT FOR 2117 PRAIRIE AVENUE BYLAW, 2020

Bylaw No. 4181

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

1. CITATION

This Bylaw is cited as “Housing Agreement for 2117 Prairie Avenue Bylaw, 2020, No. 4181”.

2. ADMINISTRATION

2.1 The Mayor and the Corporate Officer are authorized to execute the Housing Agreement substantially in the form of the document attached to and forming part of this Bylaw as Schedule “A”, between the City of Port Coquitlam, Metro Vancouver, and Atira Women’s Resource Society.

2.2 The Agreement is in respect to housing units located on the lands with the civic address of 2117 Prairie Avenue and legally described as:

LOT A, DISTRICT LOT 465, NEW WEST DISTRICT, PLAN EPP93689, GROUP 1

READ A FIRST TIME this	day of	, 2020
READ A SECOND TIME this	day of	, 2020
READ A THIRD TIME this	day of	, 2020
ADOPTED this	day of	, 2020

Mayor

Corporate Officer

SCHEDULE A

TERMS OF INSTRUMENT - PART 2

AFFORDABLE RENTAL HOUSING AGREEMENT AND SECTION 219 COVENANT

THIS AGREEMENT dated for reference _____, 2020,

BETWEEN:

Metro Vancouver Regional District
C/O Property Division Metrotower III
4730 Kingsway FLR 11
Burnaby, BC, V5H 0C6

("Metro Vancouver")

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)

AND:

Atira Women's Resource Society
#201 - 190 Alexander Street
Vancouver, BC, V6A 1B5

("Atira")

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. Metro Vancouver is the owner of the Lands (as hereinafter defined) and intends to lease the Lands to Atira by way of a ground lease for a term of 60 years;
- D. Once it leases the Lands from Metro Vancouver, Atira, as the Operator, intends to construct, operate, and maintain, *inter alia*, the affordable rental housing located on the Lands;
- E. Atira, as the Operator, 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 Operator's leasehold interest in the Lands;

- F. The City adopted Housing Agreement Bylaw, 2020, No. 4181, authorizing the City to enter into this Agreement on the terms and conditions contained herein; and
- G. Metro Vancouver 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 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.
- H. 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 Operator 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 Unit" means a Dwelling Unit or Dwelling Units designated as an Affordable Rental Housing Unit in accordance with this Agreement.
- (b) "Agreement" means this agreement together with all schedules.
- (c) "Alternate Provider" has the meaning set out in section 5.4 of this Agreement.
- (d) "BC Housing" means the British Columbia Housing Management Commission or its successor 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) "CMHC" means the Canada Mortgage and Housing Corporation or its successor in function.
- (g) "CMHC Tenant" means a woman, a woman and her children, or a woman-headed Family whose income exceeds the Maximum Income for RGI Tenants but does not exceed the Maximum Income.
- (h) "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.
- (i) "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 18 years of age.
- (j) "Deep Subsidy Tenants" means a woman, a woman and her children, or a woman-headed Family that receives a Shelter Allowance.
- (k) "Development" has the meaning set out in section 2.1 of this Agreement.

- (l) "Development Permit" means a development permit under section 490 of the *Local Government Act* in respect of the Lands.
- (m) "Dwelling Unit" means a self-contained suite of rooms used or intended to be used as a residence by one Family and containing both cooking and sanitary facilities.
- (n) "Eligible Tenant" means:
 - (i) an RGI Tenant or CMHC Tenant that has a Cumulative Gross Annual Household Income that does not exceed the Maximum Income for the Affordable Rental Housing Unit, and
 - (ii) a Shelter Allowance Tenant.
- (o) "Employment and Assistance Act" means the *Employment and Assistance Act*, S.B.C 2002, c 40, together with all amendments thereto and replacements thereof.
- (p) "Employment and Assistance Regulation" means the *Employment and Assistance Regulation*, BC Reg 263/2002, together with all amendments thereto and replacements thereof.
- (q) "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.
- (r) "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.
- (s) "Family" means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than three persons who are not related by blood, marriage or adoption.
- (t) "HILs" has the meaning set out in section 1.1(aa) (i) E. of this Agreement.
- (u) "Ground Lease" means an agreement between Atira, as the Operator, and Metro Vancouver, as amended from time to time, in which Metro Vancouver leases the Lands to Atira, as the Operator, for the construction and operation of affordable rental housing, and any extension thereof.
- (v) "Interpretation Act" means the *Interpretation Act*, R.S.B.C. 1996, c 238, together with all amendments thereto and replacements thereof.
- (w) "Land Title Act" means the *Land Title Act*, R.S.B.C. 1996, c 250, together with all amendments thereto and replacements thereof.
- (x) "Lands" means the lands and premises civically described as 2117 Prairie Avenue, 2121 Prairie Avenue and 3235 Flints Street, Port Coquitlam, and legally described in Item 2 of the *Land Title Act* Form C to which this Agreement is attached.

- (y) "Local Government Act" means the *Local Government Act*, R.S.B.C. 2015, c 1, together with all amendments thereto and replacements thereof.
- (z) "LTO" means the New Westminster Land Title Office or its successor.
- (aa) "Maximum Income" means,
 - (i) with respect to RGI Tenants, the following amounts, which are equal to 80% of the 2019 HILs published by BC Housing:
 - A. in respect to a studio unit or one-bedroom unit, \$41,200,
 - B. in respect to a two-bedroom unit, \$50,400,
 - C. in respect to a three-bedroom unit, \$58,800, or
 - D. in respect of a unit with four or more bedrooms, \$66,800.
 - 1. provided that:
 - E. the maximum annual income amounts set out above shall be adjusted annually on January 1 of each calendar year so that they are equal to 80% of the Housing Income Limits ("HILs") for the Vancouver Planning Area most recently published by BC Housing or its successor in function; or
 - F. 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
 - G. in the event that BC Housing ceases to determine HILs and the HIL's 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.
 - (ii) with respect to CMHC Tenants, the applicable amount below:
 - A. in respect of a unit with less than two bedrooms, a gross household income that does not exceed the median income for families without children, as determined by BC Housing from time to time. For 2020, this figure is \$74,150.00.
 - B. in respect of a unit with two or more bedrooms, a gross household income that does not exceed the median income for families with children, as determined by BC Housing from time to time. For 2020, this figure is \$113,040.00.
- (bb) "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 Employment and Assistance for Persons with Disabilities Act Regulation.*
- (cc) "Occupancy Standards" means, with respect to an Affordable Rental Housing Unit, the requirement that there shall be no less than one occupant per bedroom.
- (dd) "Operating 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 either:
- (i) equivalent in all material respects to the operating requirements and standards set out in this Agreement; or
 - (ii) the 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.
- (ee) "Operator" means the tenant for the time being under the Ground Lease and initially means Atira. If at any time thereafter the Ground Lease is assigned or transferred or otherwise passes from Atira to any successor person, entity or Public Housing Body as tenant, in accordance with the terms of the Ground Lease, all of the obligations of the Operator hereunder will pass automatically to and will be deemed to be the obligations of such successor person, entity or Public Housing Body.
- (ff) "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;
 - (ii) with respect to CMHC Tenants, a monthly rent no higher than the average market rent for Port Coquitlam as published yearly in CMHC's Rental Market Survey for the previous year, provided that:
 - A. the average market rent for Port Coquitlam shall be adjusted annually on January 1 of each calendar year to reflect the applicable average market rent for Port Coquitlam published by the CMHC or its successor in function for the previous year;
 - B. in the event that CMHC ceases to publish the average market rent for Port Coquitlam, the monthly rent of CMHC Tenants shall be determined by reference to the final average market rent for Port Coquitlam published by CMHC and thereafter increased annually by an amount equal to the increase, if any, in the Consumer Price Index for British Columbia for the period of January 1 to December 31 of the previous calendar year.
2. and
- (iii) with respect to Deep Subsidy Tenants, a monthly rent no higher than the Shelter Allowance that the Tenant receives.

- (gg) "Public Housing Body" has the same meaning as under section 49.1 of the *Residential Tenancy Act*.
- (hh) "Residential Tenancy Act" means the *Residential Tenancy Act*, S.B.C. 2002, c 78, together with all amendments thereto and replacements thereof.
- (ii) "RGI Tenant" means a woman, a woman and her children, or a woman-headed Family that does not receive a Shelter Allowance but whose income does not exceed the Maximum Income for RGI Tenants. Families, seniors and persons with disabilities will be given priority for these units. Singles and couples with low incomes and in housing need may also be eligible for appropriately sized units.
- (jj) "Section 219 Covenant Term" has the meaning set out in section 5.1(a) of this Agreement.
- (kk) "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 *Employment and Assistance for Persons with Disabilities Act Regulation*.
- (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" means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the 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 3.1(e)(iii) of this Agreement.
- (pp) "Tenant" means a Family 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 Operator will construct, *inter alia*, 83 Dwelling Units on the Lands, all of which must be Affordable Rental Housing Units (the "Development") designed and constructed in accordance with the following requirements:
 - (a) 12 Affordable Rental Housing Units will be studio apartments;
 - (b) 16 Affordable Rental Housing Units will have one bedroom;
 - (c) 24 Affordable Rental Housing Units will have two bedrooms;
 - (d) 18 Affordable Rental Housing Units will have three bedrooms;
 - (e) 12 Affordable Rental Housing Units will have four bedrooms; and
 - (f) 1 Affordable Rental Housing Unit will have five bedrooms.
- 2.2 **Use** – Each Affordable Rental Housing Unit may only be used as a permanent residence by a Tenant pursuant to a Tenancy Agreement. Without limiting the foregoing and for clarity, an Affordable Rental Housing Unit may not be occupied by 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 **Further City Inquiries** - The Operator hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Operator is complying with this Agreement.

- 2.4 **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.
- 2.5 **Municipal Approvals** - The Operator agrees that, notwithstanding that the Operator may otherwise be entitled, the City may withhold its final inspection in respect of a building on the Lands until all of the following requirements are satisfied:
- (a) the Operator, if it is not a Public Housing Body, 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 Operator has submitted documentation showing that it is a Public Housing Body for the purposes of section 49.1 of the *Residential Tenancy Act*; and
 - (c) the Operator is not otherwise in breach of any of its obligations under this Agreement.

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 Operating Agreement, where an Operating Agreement is in effect between the Operator and BC Housing, subject to the maximum rent provision in section 3.2 (a); or
 - (b) the terms and conditions in sections 3.3 to 3.9 below, where there is no Operating 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) where there is an Operating Agreement in effect, 1/12th of 30% of the Cumulative Gross Annual Household Income of the Tenant occupying the Affordable Rental Housing Unit, or
 - (b) where there is no Operating Agreement in effect, the Permitted Rent applicable to that Affordable Rental Housing Unit.
- 3.3 **Tenant Composition Requirements** – Where there is no Operating Agreement in effect, the Affordable Rental Housing Units will be occupied in accordance with the following requirements:
- (a) 50% of the Affordable Rental Housing Units will be occupied by RGI Tenants;
 - (b) 30% of the Affordable Rental Housing Units will be occupied by CMHC Tenants; and
 - (c) 20% of the Affordable Rental Housing Units will be occupied by Deep Subsidy Tenants.
- 3.4 **Occupancy Declaration** - Where there is no Operating Agreement in effect, within 30 days after receiving notice from the City, the Operator 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 B, certified by the Operator, containing all of the information required to complete the statutory declaration.

3.5 **Occupancy Terms and Conditions Where There is No Operating Agreement** – Where there is no Operating 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 Occupancy Standards.
- (b) Tenancy Agreement - The Affordable Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement.
- (c) No Additional Charges - The Tenant shall not be required to pay any amounts for parking, utilities, the use of common areas or facilities, taxes or strata fees or charges of any kind.
- (d) Tenancy Agreement Requirements - Every Tenancy Agreement respecting an Affordable Rental Housing Agreement shall comply with the following requirements:
 - (i) a copy of this Agreement shall be attached to the Tenancy Agreement;
 - (ii) 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;
 - (iii) the Tenancy Agreement shall include a clause entitling the Operator 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 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 Operator's consent; and
 - (iv) 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.

3.6 **Subleasing and Assignment** - Where there is no Operating Agreement in effect, the Operator 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 **Delivery of Tenancy Agreements** - Where there is no Operating Agreement in effect, the Operator will forthwith deliver or cause to be delivered a certified true copy of every Tenancy Agreement (or for Affordable Rental Housing Units Specified by the City) to the City upon demand from time to time.
- 3.8 **Tenancy Agreement Defaults** - Where there is no Operating Agreement in effect, in the event of a Tenancy Default, the Operator will end the Tenancy Agreement by providing notice to the Tenant that ends the tenancy on the earliest date possible permitted under the *Residential Tenancy Act* and will cause the Tenant to vacate by that date.
- 3.9 **Management** - Where there is no Operating Agreement in effect:
- (a) the Operator will at all times cause a Public Housing Body to administer, manage and operate the Affordable Rental Housing Units and will cause that Public Housing Body to administer, manage and operate the Affordable Rental Housing Units in accordance with all of the requirements of this Agreement and the Operator's obligations under this Agreement. For clarity, the Operator's engagement of a Public Housing Body pursuant to this Agreement will not relieve the Operator from any of the Operator's obligations under this Agreement or any of the restrictions or requirements of this Agreement;
 - (b) the Operator will furnish or cause a Public Housing Body to furnish good and efficient management of the Affordable Rental Housing Units and will permit representatives of the City to inspect the Affordable Rental Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*; and
 - (c) the Operator will maintain or cause a Public Housing Body to maintain the Affordable Rental Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

ARTICLE 4 DEFAULT AND REMEDIES

4.1 Notice of Default

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

4. The City covenants and agrees with Metro Vancouver to concurrently provide Metro Vancouver and BC Housing with a copy of any such written notices given to the Operator.

4.2 Costs

5. The Operator 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

6. The Operator 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 Operator of this Agreement that continues beyond the cure period. The Operator 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**

7. The Operator 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**

8. 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 Operator acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Operator under this Agreement.

ARTICLE 5 MISCELLANEOUS

5.1 **Section 219 Covenant**

9. In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the parties), Metro Vancouver covenants and agrees with the City:

- (a) as a covenant in favour of the City pursuant to section 219 of the *Land Title Act*, it being the intention and agreement of Metro Vancouver that the provisions hereof be annexed to, and run with and be a charge on title to the Lands that for a period of 60 years from the date that the City issues an occupancy permit for the Development, the Lands shall only be used for affordable rental housing (the "Section 219 Covenant Term") and Metro Vancouver shall cause the section 219 covenant under this section to be registered against title to the Lands in the land title office with priority over all financial liens, charges and encumbrances, including any leases, options to purchase, rights of first refusal, agreements for sale; and
- (b) that Metro Vancouver has received good and valuable consideration for the grant of its covenants and agreements set out in sections 5.2, 5.4, 5.6 and 5.10.

5.2 **Sale of Lands**

Metro Vancouver 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 Metro Vancouver's obligations set out in this Agreement, in a form satisfactory to the City, acting reasonably and thereupon Metro Vancouver shall be, automatically and without further instrument, released from its ongoing obligations under this Agreement.

5.3 No Obligation of Metro Vancouver

10. The City acknowledges, covenants, and agrees with Metro Vancouver as follows:
- (a) Metro Vancouver 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;
 - (b) pursuant to the Ground Lease Metro Vancouver has no obligation or responsibility to undertake the construction of all or any portion of the Development;
 - (c) unless and until:
 - (i) Metro Vancouver assumes the obligations of the Operator under the terms of the Ground Lease; or
 - (ii) the Ground Lease is terminated or surrendered, expires without being renewed or is otherwise of no further force or effect and Metro Vancouver agrees to operate the Development in place of the Operator, by executing an agreement similar in scope and function to this Agreement;

and except as Metro Vancouver expressly covenants and agrees, the City will not enforce the terms of this Agreement against Metro Vancouver except to the extent necessary to enforce the terms of this Agreement against the Operator as a result of the Operator having a leasehold interest in the Lands and not a fee simple interest in the Lands.

5.4 Alternate Provider

The City and Metro Vancouver covenant and agree that if the Ground Lease is terminated or surrendered, expires without being renewed prior to the expiry of the Section 219 Covenant Term, or is otherwise of no force or effect, and Metro Vancouver does not agree to operate the Development in place of the Operator as set out above:

- (a) each of the City and Metro Vancouver agrees with the other to immediately commence negotiations to locate an alternate affordable rental housing provider (the "Alternate Provider") that is acceptable to the City and Metro Vancouver with a view to having such Alternate Provider expeditiously enter into an agreement similar in scope and function to this Agreement for the balance of the Section 219 Covenant Term; or
- (b) Metro Vancouver may, with the prior written consent of the City, operate the Development as an affordable rental housing project utilizing alternate criteria approved by the City with respect to, *inter alia*, occupancy requirements, eligible tenants and permitted rents to facilitate the long term financial sustainability and prudent management of the Development.

5.5 Discharge

This Agreement will expire and become null and void on the date that is 60 years from the date the City issues an occupancy permit for the Development. On or after the expiration of this Agreement, Metro Vancouver may submit a 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 Metro Vancouver, execute and deliver to Metro Vancouver such discharge of this Agreement and cancellation of the notice.

5.6 No Compensation

11. Metro Vancouver acknowledges and agrees that no compensation is payable, and Metro Vancouver 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 Modification

12. Subject to section 1.1 of this Agreement, this Agreement may be modified or amended from time to time, by the written consent of all of the parties and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City, Metro Vancouver and the Operator.

5.8 Indemnity

13. The Operator will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, 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) the use or occupancy of any Affordable Rental Housing Unit;
- (b) any negligent act or omission of the Operator, or its officers, directors, agents, contractors or other persons for whom the Operator is responsible at law in connection with the observance or performance of the obligations of the Operator under this Agreement;
- (c) any negligent act or omission of the managing Public Housing Body, or its officers, directors, agents, contractors or other persons for whom the managing Public Housing Body is responsible at law in connection with the observance or performance of the obligations of the Operator under this Agreement;
- (d) 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;
- (e) 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; and/or
- (f) any legal or equitable wrong on the part of the Operator or any breach of this Agreement by the Operator.

5.9 Release

14. The Operator hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation, 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; and/or
- (c) exercise by the City of any of its rights under this Agreement.

5.10 Registration & Priority

15. The Operator agrees to cause this Agreement to be registered in the LTO against the Operator's leasehold interest in the Lands in priority to all financial encumbrances affecting the Operator's leasehold interests in 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, but only (to the greatest extent possible as permitted by the *Land Title Act* and the LTO) against the Operator's leasehold interest in the Lands but not against Metro Vancouver's fee simple interest in the Lands.

16. Metro Vancouver and the Operator acknowledge 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.

5.11 City's Powers Unaffected

17. 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 Operator from complying with any enactment, including in relation to the use or subdivision of the Lands.

5.12 Agreement for Benefit of City Only

18. The Operator 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 Operator, 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 Operator.

5.13 No Public Law Duty

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

5.14 Enuring Effect

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

5.15 Severability

21. 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.

5.16 Waiver

22. All remedies of the City against the Operator 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.

5.17 Sole Agreement

23. This Agreement, and any documents signed by the Operator contemplated by this Agreement, represent the whole agreement between the City and the Operator 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.

5.18 Further Assurance

24. Upon request by the City, the Operator 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.

5.19 Agreement Runs with the Lands

25. This Agreement shall burden and run with, and bind the successors in title to, the leasehold interest of the Operator in the Lands and every parcel into which the Lands may be Subdivided.

5.20 No Joint Venture

26. Nothing in this Agreement will constitute the Operator as the agent, joint venturer, or partner of the City or give the Operator any authority to bind the City in any way.

5.21 Applicable Law

27. 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.

5.22 Joint and Several

28. If the Operator is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Operator shall be joint and several.

5.23 Limitation on the Operator's Obligations

29. The Operator is only liable for breaches of this Agreement that occur while the Operator is the registered owner of a leasehold interest in the Lands provided however that notwithstanding that the Operator is no longer the registered owner of a leasehold interest in the Lands, the Operator will remain liable for breaches of this Agreement that occurred while the Operator was the registered owner of a leasehold interest in the Lands.

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

SCHEDULE B

STATUTORY DECLARATION: OCCUPANCY

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

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

[Owner]

Signature

PRIORITY AGREEMENT

[Name of Chargeholder] (the "**Chargeholder**") is the holder of the following Mortgages and Assignments of Rents (and any related extensions thereof):

[-Details of Mortgage, etc.]

all registered in the Land Title Office (collectively, the "Bank Charges") against title to the Lands (as further defined and legally described in the agreement to which this priority agreement is attached), as applicable.

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

Fire & Emergency Services Amendment Bylaw - First Three Readings & Adoption

RECOMMENDATION:

That Council give Fire Emergency Services Amendment Bylaw No. 4182 for Outdoor Gas Appliances first three readings and adoption.

PREVIOUS COUNCIL / COMMITTEE ACTION

At the May 26, 2020, Committee of Council meeting, Committee recommended to Council:

That Council adopt amendments to the Fire & Emergency Services Bylaw to permit the use of outdoor gas appliances, such as gas fire pits, portable heaters and decorative gas fire tables.

OPTIONS (✓ = Staff Recommendation)

	#	Description
<input checked="" type="checkbox"/>	1	Give first three readings and adoption to the bylaw.
<input type="checkbox"/>	2	Delay first three readings and request staff to provide additional information.
<input type="checkbox"/>	3	Deny first three readings of the bylaw.

CITY OF PORT COQUITLAM

FIRE & EMERGENCY SERVICES AMENDMENT BYLAW, 2020

Bylaw No. 4182

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

1. **CITATION**

This Bylaw is cited as "Fire & Emergency Services Bylaw, 2015, No. 3880, Amendment Bylaw, 2020, No. 4182".

2. **ADMINISTRATION**

2.1 That the " Fire & Emergency Services Bylaw, 2015, No. 3880", be amended by replacing the existing Section 5 "OPEN AIR BURNING" as follows:

OPEN AIR BURNING

5.1 OPEN AIR BURNING PROHIBITION

Except as specifically allowed under this Bylaw by permit, no person shall light, ignite, start or burn any fire in the open air or in any portable appliance or device in the open air for any purpose.

If this Section is not complied with, the owner of the premises must pay immediately, upon receipt of an invoice from the City, all fees for any attendance by the Department at the premises as calculated under Schedule G in the Fees & Charges Bylaw.

5.2 EXEMPTIONS TO OPEN AIR BURNING PROHIBITION

5.2.1 OUTDOOR GAS APPLIANCE:

Fire pits, portable heaters and decorative fire tables are permitted provided that all of the following conditions are met:

- a. fueled by natural gas or propane.
- b. CSA/ULC approved.
- c. used in accordance with listed manufacturer's instructions.
- d. in the absence of listed manufacture clearances, a minimum of 3 metres from combustibles shall be used.
- e. used on private property only.

5.2.2 **FIRE DEPARTMENT**

Notwithstanding any other provision of this Bylaw, the Department may burn buildings, structures, or other materials for the purpose of training its personnel or for the purpose of elimination of hazards or any other purpose.

5.2.3 **OUTDOOR COOKING**

Notwithstanding Section 5.1, outdoor cooking of foods in approved barbecues or grills using propane, natural gas or charcoal is permitted.

5.2.4 **A1 AGRICULTURAL**

Notwithstanding Section 5.1, outdoor burning by lighting, igniting, starting or maintaining any outdoor fire of any kind within the City, during daylight hours, to allow orchard, berry, and vineyard pruning generated on site on properties zoned A1 Agricultural to be burnt is permitted, provided that a Burning Permit is obtained under Section 5.3.

5.2.5 **CAMPFIRES**

Notwithstanding Section 5.1, burning wood for ceremonial campfires is permitted if a Burning Permit is issued under Section 5.3.

READ A FIRST TIME this

READ A SECOND TIME this

READ A THIRD TIME this

ADOPTED this

Mayor

Corporate Officer

Outdoor Gas Appliances

RECOMMENDATION:

That Committee of Council recommend that Council:

Adopt amendments to the Fire & Emergency Services Bylaw No. 3880 to permit the use of outdoor gas appliances, such as gas fire pits, portable heaters and decorative gas fire tables.

PREVIOUS HISTORY

On March 9, 2015, Council approved an amendment to the municipal Bylaw No. 3880: Fire and Emergency Services, Section 5, limiting open air burning throughout the city.

REPORT SUMMARY

This report proposes amendments to the Fire and Emergency Services Bylaw No. 3880 to allow for the safe use of outdoor gas appliances.

BACKGROUND

In 2015, the Fire and Emergency Services Bylaw No.3880 was updated to include section 5, which provided clarity on open-air burning. This section detailed what fuel (wood vs gas) could be used for outdoor cooking. It also aligned with the regional objective to improve local air quality by eliminating open air burning of solid fuel, specifically wood for cooking. Further, it banned all outdoor gas appliances, other than approved B-B-Q's, and limited the ability to classify these appliance(s) for cooking.

DISCUSSION

Outdoor gas appliances including fire pits, portable heaters and decorative fire tables, have gained popularity in our community due to their ease of use, affordability and the fact that they are readily available at local suppliers. Fire Department and Bylaw compliance officers regularly receive resident inquiries as to their use in backyards and on patios as homeowners look to install personal features that provide warmth and atmosphere to their outdoor living spaces.

In response to growing resident inquiries for these appliances, Fire Department prevention officers have reviewed the current regulations, conducted a survey of surrounding municipalities, and reviewed burning complaints in Port Coquitlam over the last 5 years to assess if changes were warranted to this bylaw.

Outdoor Gas Appliances

Listed below are the municipalities in the lower mainland that currently permit the use of gas fire pits, portable heaters and decorative fire tables.

Municipalities Permitting Gas Appliances	
Burnaby	Port Moody
Pitt Meadows	Surrey
Vancouver	Richmond
District of North Vancouver	North Van City
City of Langley	Township of Langley


The intent of the original 2015 bylaw was to limit the impact of nuisance smoke from open air burning and reduce the fire risk to citizens and property. After reviewing fire response stats, it has been confirmed that over the last five years the City has had no reported fire damage due to these types of gas appliances. In addition, these appliances also burn clean fuel and produce no visible smoke which limits the impact of their use in the community.

Given the ease of accessibility, the desire of residents to use clean fuel outdoor appliances and the fact that there is no data supporting an increase in fire damage due to these appliances, staff are recommending that the Fire and Emergency Services Bylaw No.3880 be amended to permit the use of gas fire pits, gas portable heaters and gas decorative fire tables on private property.

FINANCIAL IMPLICATIONS

None.

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Approve bylaw amendments for outdoor gas appliances
	2	Reject the Bylaw admendments
	3	Provide staff alternative direction

ATTACHMENTS

Att#1: Amendment to Bylaw No.3880 section 5.1 and 5.2.1

Lead author(s): Robert Kipps and Randy Minaker

Contributing author(s): Blake Clarkson, Chad Evans, Paula Jones

ATTACHMENT #1- Proposed amendments to Bylaw No. 3880

OPEN AIR BURNING

5.1 OPEN AIR BURNING PROHIBITION

New Revision

Except as specifically allowed under this Bylaw by permit, no person shall light, ignite, start or burn any fire in the open air or in any portable appliance or device in the open air for any purpose.

If this Section is not complied with, the owner of the premises must pay immediately, upon receipt of an invoice from the City, all fees for any attendance by the Department at the premises as calculated under Schedule G in the Fees & Charges Bylaw.

5.2 EXEMPTIONS TO OPEN AIR BURNING PROHIBITION

New- 5.2.1 **OUTDOOR GAS APPLIANCE:**

Propane fire pits, portable heaters and decorative fire tables are permitted provided that all of the following conditions are met:

- a. fueled by natural gas or propane.
- b. CSA/ULC approved.
- c. used in accordance with listed manufacturer's instructions.
- d. in the absence of listed manufacture clearances, a minimum of 3 metres from combustibles shall be used.
- e. used on private property only.

5.2.2 **FIRE DEPARTMENT**

Notwithstanding any other provision of this Bylaw, the Department may burn buildings, structures, or other materials for the purpose of training its personnel or for the purpose of elimination of hazards or any other purpose.

5.2.3 **OUTDOOR COOKING**

Notwithstanding Section 5.1, outdoor cooking of foods in approved barbecues or grills using propane, natural gas or charcoal is permitted.

5.2.4 **A1 AGRICULTURAL**

Notwithstanding Section 5.1, outdoor burning by lighting, igniting, starting or maintaining any outdoor fire of any kind within the City, during daylight hours, to allow orchard, berry, and vineyard pruning generated on site on properties zoned A1

Agricultural to be burnt is permitted, provided that a Burning Permit is obtained under Section 5.3.

5.2.5 **CAMPFIRES**

Notwithstanding Section 5.1, burning wood for ceremonial campfires is permitted if a Burning Permit is issued under Section 5.3.

Staff/Council Communication Protocols Policy

RECOMMENDATION:

THAT Council approve the "Staff/Council Communication Protocols Policy."

REPORT SUMMARY

Both Council and the CAO have identified the importance of having clear expectations of Council and staff to ensure requests for information or action do not impede existing council directives or inadvertently direct staff to expend resources that are misaligned with those directives. This report recommends the current practice of communicating through the Chief Administrative Officer or Department Heads be formalized by policy.

BACKGROUND

In accordance with Section 147 of the Community Charter, Mayor and Council's sole employee is the Chief Administration officer (CAO) or his/her designate, and all City business pertaining to Mayor and Council is to be directed through him/her or his/her designate(s). This has been the informal practice in Port Coquitlam, but is not always followed, and staff believe there is value in formalizing this expectation for the benefit of both Council and staff.

DISCUSSION

There are two key areas that this policy is intended to address. First, as noted above, the CAO is Council's sole employee, and the CAO (or Designate) is empowered to administratively and operationally manage the organization. Council sets priorities and direction as a collective governing body and it is administrations role (via the CAO) to fulfill these directives. Individual requests by Council or the Mayor may impede the ability of administration to deliver these collectively agreed upon priorities and directives.

Second, given the prominence of the role of Mayor and Council, when staff is contacted directly, staff may feel obligated to accommodate the request without having the full picture or the context of what the Council member is asking, or by complying with the request, may be put in conflict with direction provided from his or her supervisor.

While the informal practice has been in place in Port Coquitlam for some time, it is not always followed, and it is recommended that the practice be formalized to ensure clear understanding by both staff and Council. Similar policies are in place in other municipalities that results in clear understanding of roles and responsibilities.

FINANCIAL IMPLICATIONS



Report To: Council
Department: Human Resources
Approved by: S. Traviss
Meeting Date: June 9, 2020

Staff/Council Communication Protocols Policy

None

OPTIONS (✓ = Staff Recommendation)

	#	Description
<input checked="" type="checkbox"/>	1	Approve the policy as written.
<input type="checkbox"/>	2	Approve an ammended policy.
<input type="checkbox"/>	3	Do not approve a Staff/Council Communication Protocols policy.

ATTACHMENTS

Att#1: Draft Staff/Council Communication Protocols Policy

Lead author(s): Steve Traviss, Director of Human Resources

Contributing author(s): Kristen Dixon, Chief Administrative Officer



POLICY

Subject Area:	Human Resources		Policy #	<##.##>
Policy Title:	Staff/Council Communication Protocols			
Authority:	Legislative	X	Effective Date:	2020-06-09
	Administrative		Review Date:	
Issued By:	Steve Traviss, Human Resources Director	Human Resources	Issue Date:	
			Manner Issued:	E-mail to All Staff and Council

Purpose

To provide staff and Council with clear direction on the required communication channels to use when City information or action is being sought by members of Council.

Policy

To ensure Council is provided with complete and accurate information, and to ensure staff resources are expended in accordance with approved work plans, it is imperative that Council information and action requests are vetted through the CAO or his/her designate.

Staff's interaction with members of Council outside of all City related business is not impeded by this policy. If a staff person is uncertain if their interaction with a member of Council is in violation of this policy, the staff person is required to discuss this interaction with their Department Head or manager for guidance and direction.

Procedure

Information or Action Request – Within Existing Resources and Council Direction

1. The Chief Administrative Officer or his/her designate will review the request and if the request can be accommodated without additional resources or expenditures and is within the scope of existing Council directives, assign to the appropriate staff member for follow up or completion including an expectation of response time.
2. The staff member assigned to the information or action request will provide the information and/or complete the action and relay the outcome to the Chief Administrative Officer, Department Head, or his/her designate.

3. The Chief Administrative Officer or his/her designate will share the outcome of the information request or completed action with all members of Council. Included will be a copy of the original communication and/or request.
4. Should a staff member receive a request for information or action directly from a member of Council, the staff member will inform the member of Council that they will forward the request to the appropriate Department Head, who will evaluate the request. Staff members are not to proceed with the request until given direction by their Department Head or his/her designate.

Information or Action Request – Outside Existing Resources and Council Direction

5. If the Chief Administrative Officer, Department Head, or his/her designate determines that an information or action request made by a member of Council cannot be accommodated without additional resources or is outside of the scope of existing Council directives, the Chief Administrative Officer or his/her designate will inform the member of Council that his/her request needs to be approved by Council and direct the member of Council to raise their request to Council for consideration and approval.
6. Once approval has been granted by Council, the Chief Administrative Officer, Department Head or his/her designate will assign the request to staff for completion and provide an update of the outcome to all members of Council.

Rationale:

In accordance with Section 147 of the *Community Charter*, Mayor and Council’s sole employee is the Chief Administration officer or his/her designate and all City business pertaining to Mayor and Council is to be directed through him/her or his/her designate(s). Requested information and responses will be forwarded to all members of Council to ensure everyone has the most up to date and accurate information.

Responsibility

Mayor and Council, Chief Administrative Officer, Department Head, and his/her designates, all City staff.

END OF POLICY

Record of Amendments

Policy ##.##	Issue date	Reviewed	Replaced	Re-issue Date
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