

1. CALL TO ORDER

2. ADOPTION OF THE AGENDA

2.1 Adoption of the Agenda

Recommendation:

That the Tuesday, July 25, 2023, Council Meeting Agenda be adopted as circulated.

3. CONFIRMATION OF MINUTES

None.

4. PROCLAMATIONS

None.

5. DELEGATIONS

None.

6. PUBLIC HEARINGS

None.

7. BYLAWS

7.1 Zoning Amendment Bylaw for 1541 Manning Avenue - First Two Readings

5

Recommendation:

That Council:

1. *Give first two readings to "Zoning Bylaw, 2008, No. 3630, Amendment Bylaw, 2023, No. 4326" to amend the zoning designation of 1541 Manning Avenue from RS1 (Residential Single Dwelling 1) to RTh3 (Residential Townhouse 3); and,*
2. *Prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:*

- a. *Completion of design and submission of securities and fees for off-site works and services.*

7.2 Zoning Amendment Bylaw for 1828 Western Drive - First Two Readings

14

Recommendation:

That Council:

1. *Give first two readings to "Zoning Bylaw, 2008, No. 3630, Amendment Bylaw, 2023, No. 4327" to amend the zoning designation of 1828 Western Drive from RS1 (Residential Single Dwelling 1) to RS2 (Residential Single Dwelling 2); and*
2. *Prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:*
 - a. *Installation of protective fencing for on-site and off-site trees and hedges;*
 - b. *Completion of design and submission of fees and securities for off-site works and services; and*
 - c. *Registration of a legal agreement to ensure that the design of each future dwelling is substantially different in massing, location of windows, balconies and decks, façade materials, has a high quality of landscaping, and does not encroach upon the critical root zone of the western red cedar.*

7.3 Zoning Amendment Bylaw for 2245 McAllister Avenue - First Two Readings

23

Recommendation:

That Council approve:

1. *Give first two readings to "Zoning Bylaw, 2008, No. 3630, Amendment Bylaw, 2023, No., 4328" to amend the zoning designation of 2245 McAllister Avenue be amended from CC (Community Commercial) to CD (Comprehensive Development); including the following specific provisions:*
 - a. *Maximum 2.09 residential floor area ratio;*
 - b. *Density bonus in the amount of \$50 per ft² proposed in excess of 1.66 residential floor area ratio;*
 - c. *Payment in lieu of parking to a maximum of 44 stalls;*
 - d. *A minimum of 3.26m² per dwelling unit of outdoor amenity area and 1.6m² per dwelling unit of indoor amenity area;*
 - e. *A minimum of 1.5 long-term bicycle storage spaces per dwelling unit.*

2. *Prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:*
 - a. *Registration of a legal agreement to establish a commitment to provide car share and transit subsidy programs.*

7.4 OCP and Zoning Amendment Bylaws for 1021 and 1032 Nicola Avenue - First Two Readings

37

Recommendation:

1. *That Council:*
 - a. *Give first two readings to "Official Community Plan Bylaw, 2013, No. 3838, Amendment Bylaw No. 4329" and "Zoning Bylaw, 2008, No. 3630, Amendment Bylaw, 2023, No. 4330" to amend the designation of the Official Community Plan, Map 22: Development Permit Area – Watercourse Protection to reclassify the watercourse located along the north edge of the Lougheed Highway between Dominion Avenue and approximately 250m east of Sherling Avenue from Class A(O) to Class B;*
 - b. *The Zoning of 1021 and 1032 Nicola Avenue be amended from A (Agricultural) to DC (District Commercial) for a 0.85-acre portion north of Nicola Avenue and CD (Comprehensive Development) for a 6.68-acre portion south of Nicola Avenue.*
2. *Prior to adoption of the zoning amendment bylaw, the following conditions be met to the satisfaction of the Director of Development Services:*
 - a. *Completion of road closure and sale of a lane located adjacent to the northern boundary of 1021 and 1032 Nicola Avenue;*
 - b. *Completion of subdivision to the satisfaction of the Approving Officer including subdivision and consolidation of the site into two parcels and road dedication along Nicola Avenue;*
 - c. *Submission of plans, fees and securities for off-site works and services including pavement with curb and gutter, drainage, 1.8m wide sidewalk, street trees and streetlight improvements to approximately 93m of off-site works fronting 985 Nicola Avenue and street trees.*

7.5 Sign Amendment Bylaw - First Three Readings

54

Recommendation:

That Council give "Sign Bylaw, 1992, No. 2638, Amendment Bylaw, 2023, No. 4324" first three readings.

7.6	Housing Agreement Bylaw for 3620, 3640, 3646, 3650 Westwood Street and 3639 and 3643 Woodland Drive - First Three Readings	58
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Recommendation:

That Council give "Housing Agreement Bylaw, 2023, No. 4331" for 3620,3640,3646,3650 Westwood Street and 3639 and 3643 Woodland Drive first three readings.

7.7	Delegation of Authority Amendment Bylaw - Adoption	74
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Recommendation:

That Council adopt "Delegation of Authority Bylaw, 2014, No. 3876, Amendment Bylaw, 2023, No. 4325".

7.8	Zoning Amendment Bylaw for 3290 Finley Street - Adoption	77
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Recommendation:

That Council adopt "Zoning Bylaw, 2008, No. 3630, Amendment Bylaw, 2022, No. 4258".

8. REPORTS

8.1	2023 MFA Short Term Borrowing	100
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Recommendation:

That the Council of The Corporation of the City of Port Coquitlam:

- 1. authorizes up to \$25.2 Million be borrowed, under Section 175 of The Community Charter, from the Municipal Finance Authority, for the purpose of Purchasing Strategic Lands for Re-development; and*
- 2. the loan be repaid within 5 (five) years, with no rights of renewal.*

8.2 Council Priorities (verbal report)

Recommendation:

None.

9. NEW BUSINESS

10. OPEN QUESTION PERIOD

11. ADJOURNMENT

11.1 Adjournment of the Meeting

Recommendation:

That the Tuesday, July 25, 2023, Council Meeting be adjourned.

Zoning Amendment Bylaw for 1541 Manning Avenue - First Two Readings

RECOMMENDATION:


That Council:

- 1) Give first two readings to “Zoning Bylaw, 2008, No. 3630, Amendment Bylaw, 2023, No. 4326” to amend the zoning designation of 1541 Manning Avenue from RS1 (Residential Single Dwelling 1) to RTh3 (Residential Townhouse 3); and,
- 2) Prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:
 - a) Completion of design and submission of securities and fees for off-site works and services.

PREVIOUS COUNCIL/COMMITTEE ACTION

On July 4, 2023, Committee of Council resolved that the above recommendation be forwarded to Council for approval.

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Give first two readings to the bylaw.
	2	Defer first two readings of the Bylaw pending receipt of further information (to be specified).
	3	Decline first two readings of the Bylaw, which will retain the existing zoning designation for the site.

Attachment 1 – Bylaw 4326

Attachment 2 – Report to Committee, July 4, 2023

CITY OF PORT COQUITLAM
ZONING AMENDMENT BYLAW, 2023

Bylaw No. 4326

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

1. CITATION

This Bylaw is cited as “Zoning Bylaw, 2008, No. 3630, Amendment Bylaw, 2023, No. 4326”.

2. ADMINISTRATION

2.1 The Zoning Map of the “Zoning Bylaw, 2008, No.3630” is hereby amended to reflect the following rezoning:

Civic Address: 1541 Manning Avenue

Legal Description: Lot H, Block 30, District Lot 466, New West District, Plan NWP2294

From: RS1 (Residential Single Dwelling 1)

To: RTh3 (Residential Townhouse 3)

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

READ A FIRST TIME this _____ day of _____, 2023

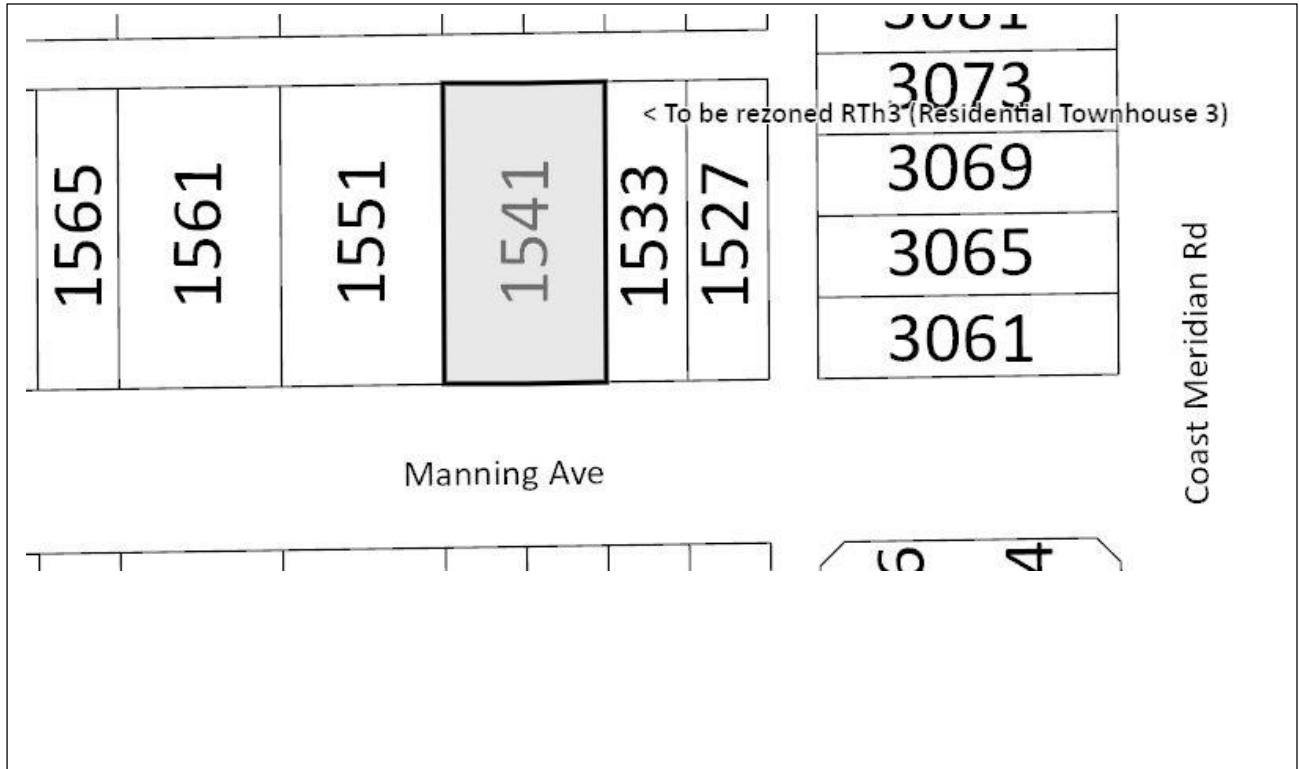
READ A SECOND TIME this _____ day of _____, 2023

Mayor

Corporate Officer

Schedule 1

Bylaw 4326



RECOMMENDATION:

That Committee of Council recommend to Council that:

- 1) *The zoning of 1541 Manning Avenue be amended from RS1 (Residential Single Dwelling 1) to RTh3 (Residential Townhouse 3); and,*
- 2) *Prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:*
 - a. *Completion of design and submission of securities and fees for off-site works and services.*

REPORT SUMMARY

This report provides for consideration of a rezoning application to amend the zoning at 1541 Manning Avenue from RS1 (Residential Single Dwelling 1) to RTh3 (Residential Townhouse 3) to permit the development of a two and a half storey, 3-unit townhouse development with landscaping. The proposed change in use is in keeping with the townhouse designation and development policies of the Official Community Plan and the development is designed to generally comply with the regulations of the RTh3 zone.

BACKGROUND

Proposal: The property owner, Farco Construction Ltd, has proposed a 3-unit townhouse development on the north side of Manning Avenue.

Context: the 750 m² (8,073 ft²) site is located on the north side of Manning Avenue, near Coast Meridian Road. The property is currently vacant, with demolition of the existing single residential house completed last year. There are currently no trees on-site. Surrounding land uses consistent of a mix of new and older single residential homes, one to two storeys in height, with a duplex at the northwest corner. The site is relatively flat and is not located within the floodplain.

Rezoning Application for 1541 Manning Avenue



Location Map

Policy and Regulations: The Official Community Plan (OCP) designates the site as RT – Townhouse Residential to enable consideration of townhouse uses. OCP housing policies encourage a variety of housing types throughout the community to accommodate the needs of Port Coquitlam’s growing population. The current zoning of the property is RS1 (Residential Single Dwelling 1); the proposed zoning is RTh3 (Residential Townhouse 3).



Current OCP Land Designation



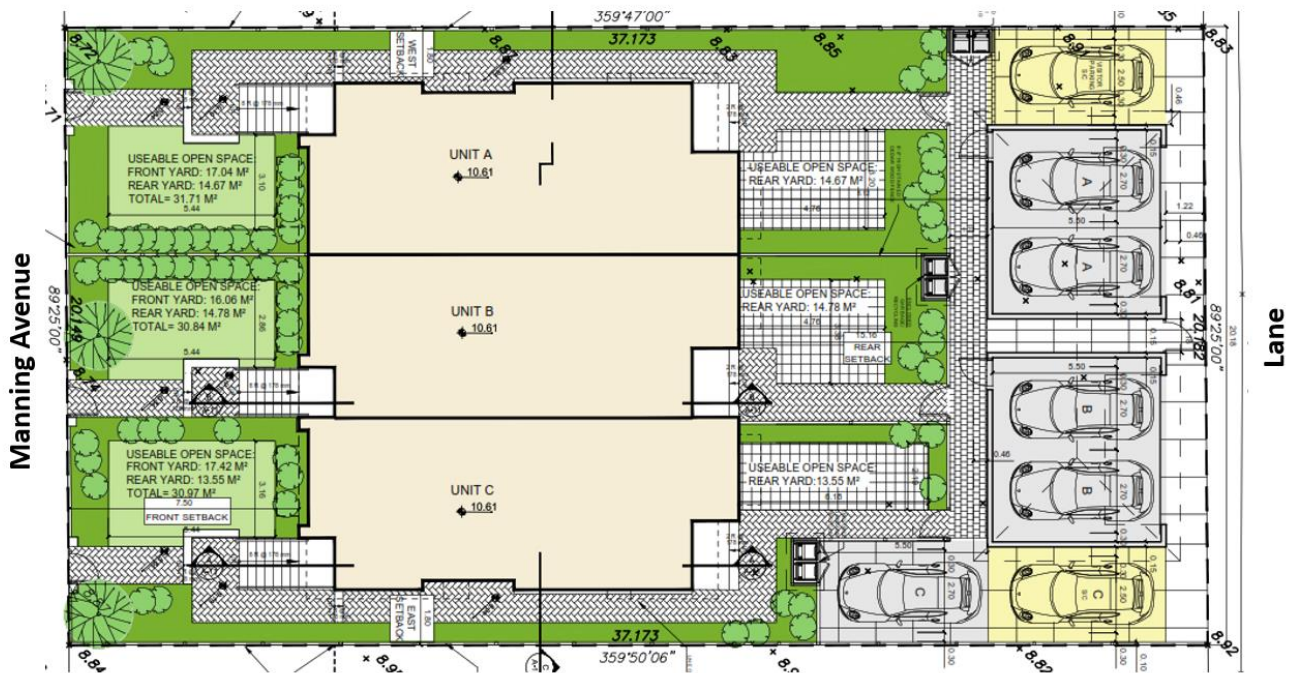
Current Zoning

Rezoning Application for 1541 Manning Avenue

If rezoned, the site would be subject to the Intensive Residential and Environmental Conservation development permit area designations of the OCP. The residential design guidelines promote coordination of siting and building design; use of high-quality cladding materials; consideration of the relationship between buildings and open areas; and the overall visual impact of buildings and landscaping. The environmental conservation objectives and guidelines encourage sustainable development and building design; efficient use of energy, water and other resources; and reduction of waste and pollution.

Project Description: The proposed development consists of one building with three units. The units are two stories in height, with a full height basement. The unit makeup includes two 4-bedrooms and one 3-bedroom, ranging from 212 m² (2,283 ft²) to 226 m² (2,432 ft²) in size (including basements). The development is designed to front Manning Avenue, with direct pedestrian access to the street. Each unit has landscaped front yards, defined entries and useable outdoor patio space at the rear of the building.

Vehicle access to the development would be from the rear lane, with two units having a detached garage and side-by-side parking, while one unit is configured to have tandem parking on parking pads. An additional visitor parking stall has also been provided. Garbage, recycling and organic waste storage would be accommodated within individual enclosed structures at the rear of the property for each unit.



Proposed Site Plan

Rezoning Application for 1541 Manning Avenue

The proposed two and a half storey building utilizes a contemporary architectural style with a flat roof design. Features include strong vertical elements to reduce the bulk and mass of the buildings, variation of materials and a warm colour palette. The proposed high-quality materials include aluminium siding, aluminium panel and stucco with vinyl window frames.

The landscape plan includes a mixture of trees, shrubs, perennials and groundcover plants throughout the site. Each unit proposes a well-designed gardening area with planting beds and space for residents to gather. The design of the building and landscaping would be confirmed in Committee's future consideration of the development permit, if the rezoning is approved.



Looking northeast along Salisbury Ave

Project Profile

	Bylaw Regulations	Proposed ¹	Variance
Minimum site area	-	750 m ²	
Density (units per area)	3 (1 unit per 220 m ²)	3 (1 per 220 m ²)	
Building lot coverage	40%	40%	
Setbacks:			
Front (Manning)	7.5 m	7.5 m	
Rear (Lane)	7.5 m	15 m	

¹ Information provided by applicant

Rezoning Application for 1541 Manning Avenue

	Bylaw Regulations	Proposed ¹	Variance
Interior Side (West)	1.8 m 3.5 m (window in a habitable room)	1.8m	1.7 m
Interior Side (East)	1.8 m 3.5 m (window in a habitable room)	1.8 m	1.7 m
Building height:	10.5 m	8.28 m	
Parking - Total	6	7	
Resident	6	6	
Visitor	-	1	
Small car	25% (1 space)	33% (2 spaces)	1 space
Tandem parking	40%	33% (2 spaces)	
Usable open space	30 m ² per unit	31 m ² per unit	

Variances to Zoning Regulations: The applicant anticipates a request for a minor (1.7 m) variance to the west and east interior side yard setbacks to allow for a window along the building wall (located within the stairwell). Additionally, a minor variance is also being requested to the small car percentage (33% instead of the permitted 25%). These would be confirmed through issuance of the development permit.

Off-site Infrastructure and Services: In accordance with the Subdivision Servicing Bylaw, required off-site improvements would include the frontage along Manning Avenue to be reconstructed ½ road plus 1 metre, complete with curb and gutter, sidewalk, road drainage, street trees, and street lighting. The lane is to be constructed to standard cross-section along the rear of the site with drainage. New service connections (water, sanitary and storm sewers) to the site and the undergrounding of overhead wiring for Hydro and telecommunications will also be required.

DISCUSSION

The OCP establishes how the community is intended to develop, designates lands for uses in keeping with the policies and provides guidance on the types of housing, services and community supports the City should encourage. The subject property provides a model example of gentle infill on a smaller sized lot, and within a neighbourhood of varying forms of housing.

Rezoning Application for 1541 Manning Avenue

The anticipated interior setbacks and small car parking variances are minor and will be reviewed and considered through the development permit process. The development is designed with consideration of adjacent properties and will be an attractive addition to the existing streetscape. The rezoning would also benefit the community by providing off-site infrastructure improvements along Manning Ave and the rear lane.

Staff recommend approval.

FINANCIAL IMPLICATIONS

There are no immediate financial implications for the report, however, the proposed development will result in an increase in property tax revenue.

PUBLIC CONSULTATION

A sign providing notification of the application is posted on-site. To date, Planning staff have not received any comments in association with the rezoning application. If the application proceeds to Public Hearing, the city would provide notification by mail to residents located within 120m of the site and advertise the Public Hearing in the newspaper.



Staff conducted a site visit on June 6, 2023 to ensure that the sign is in good standing on the subject property.

OPTIONS (✓ = Staff Recommendation)

	#	Description
✓	1	Recommend to Council that the zoning of 1541 Manning Avenue be amended from RS1 to RTh3 with density bonus provisions 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.

Lead author(s): Graeme Muir

Zoning Amendment Bylaw for 1828 Western Drive - First Two Readings

RECOMMENDATION:


That Council:

1. Give first two readings to “Zoning Bylaw, 2008, No. 3630, Amendment Bylaw, 2023, No. 4327” to amend the zoning designation of 1828 Western Drive from RS1 (Residential Single Dwelling 1) to RS2 (Residential Single Dwelling 2); and
2. Prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:
 - a) Installation of protective fencing for on-site and off-site trees and hedges;
 - b) Completion of design and submission of fees and securities for off-site works and services; and
 - c) Registration of a legal agreement to ensure that the design of each future dwelling is substantially different in massing, location of windows, balconies and decks, façade materials, has a high quality of landscaping, and does not encroach upon the critical root zone of the western red cedar.

PREVIOUS COUNCIL/COMMITTEE ACTION

On June 27, 2023, Committee of Council resolved that the above recommendation be forwarded to Council for approval.

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Give first two readings to the bylaw.
	2	Defer first two readings of the Bylaw pending receipt of further information (to be specified).
	3	Decline first two readings of the Bylaw, which will retain the existing zoning designation for the site.

Attachment 1 – Bylaw 4327

Attachment 2 – Report to Committee, June 27, 2023

CITY OF PORT COQUITLAM
ZONING AMENDMENT BYLAW, 2023
Bylaw No. 4327

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, 2023, No. 4327”.

2. ADMINISTRATION

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

Civic Address:

1828 Western Drive

Legal Description:

Lot 139, District Lot 290, New West District, Plan NWP20766

From: RS1 (Residential Single Dwelling 1)

To: RS2 (Residential Single Dwelling 2)

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

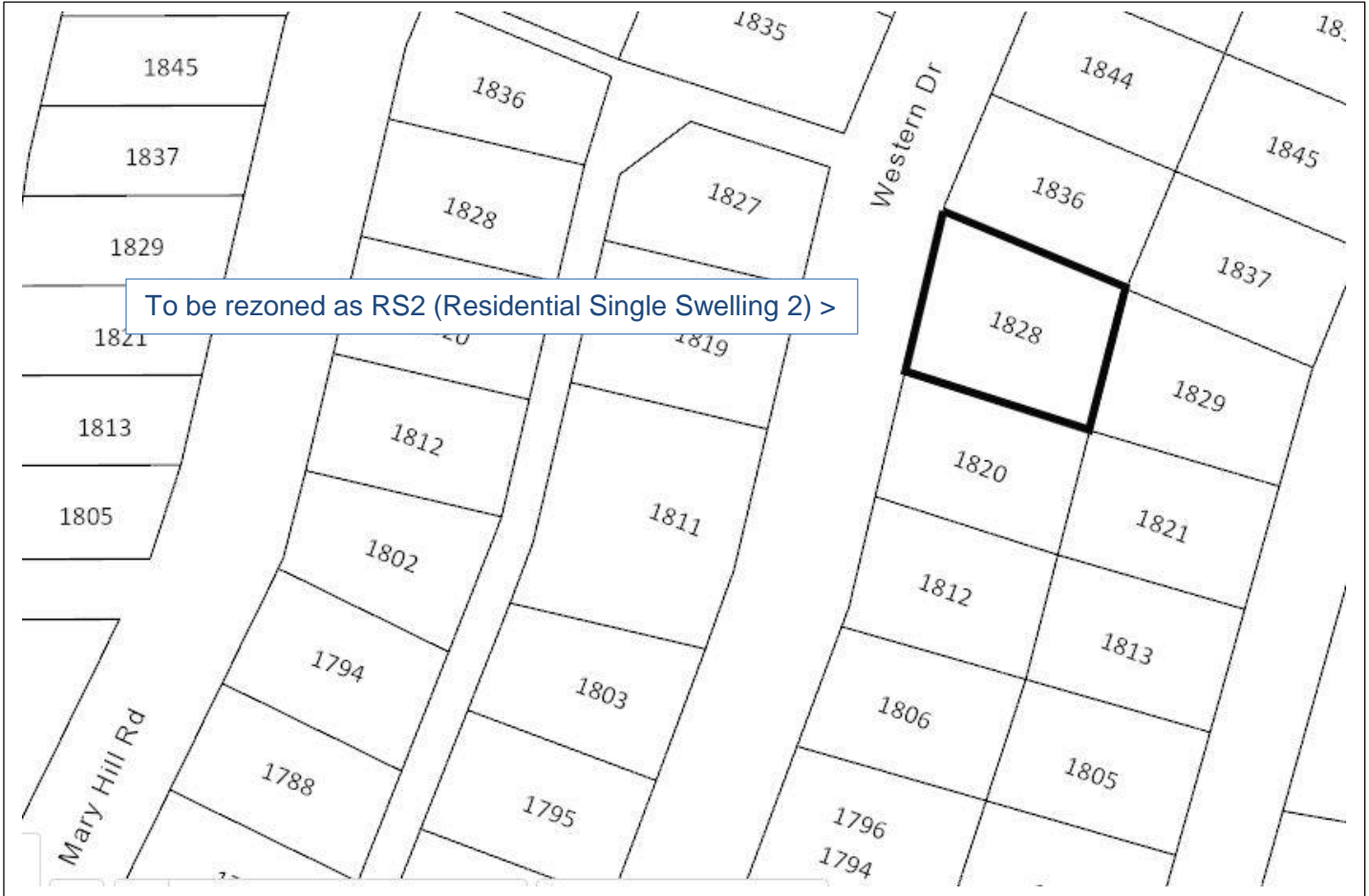
READ A FIRST TIME this _____ day of _____, 2023

READ A SECOND TIME this _____ day of _____, 2023

Mayor

Corporate Officer

SCHEDULE 1



RECOMMENDATION:

That Committee of Council recommend to Council that:

- 1. The zoning of 1828 Western Drive be amended from RS1 (Residential Single Dwelling 1) to RS2 (Residential Single Dwelling 2); and*
- 2. Prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:*
 - a) Installation of protective fencing for on-site and off-site trees and hedges;*
 - b) Completion of design and submission of fees and securities for off-site works and services; and*
 - c) Registration of a legal agreement to ensure that the design of each future dwelling is substantially different in massing, location of windows, balconies and decks, façade materials, has a high quality of landscaping, and does not encroach upon the critical root zone of the western red cedar.*

PREVIOUS COUNCIL/COMMITTEE ACTION

None.

REPORT SUMMARY

This report describes an application to amend the zoning of 1828 Western Drive from RS1 (Residential Single Dwelling 1) to RS2 (Residential Single Dwelling 2) to facilitate a two-lot subdivision. The proposal conforms with housing policies of the Official Community Plan, the Residential (R) land use designation, and the subdivision requirements of the RS2 zone. Approval is recommended.

BACKGROUND

Proposal: The applicants, Bradley and Lalinia Strelau, are proposing to rezone 1828 Western Drive from RS1 (Residential Single Dwelling 1); to RS2 (Residential Single Dwelling 2) to enable subdivision of the site into two smaller lots.

Context: The lot area is 841 m² (9,054 ft²) and is located on the east side of Western Drive between Aire Crescent and Lamprey Drive. The approximately 27.5 m (90 ft) wide lot is currently developed with an older two-storey single-detached home. The property is not located within the floodplain and does not have lane access.

The neighbouring lots are developed with one- and two-storey residential detached homes and duplexes. There are several other RS1 lots in the vicinity with sufficient lot width that could be candidates for RS2 rezoning and subdivision.

Rezoning Application for 1828 Western Drive

Policy and Regulations: The land use designation in the Official Community Plan (OCP) for the site is Residential (R).

The property is currently zoned RS1; the proposed RS2 zone provides for detached dwellings on smaller lots.

OCP housing policies support consideration of rezoning of property within a Residential land use designation to facility subdivision into smaller lots if the rezoning would result in a design and construction of buildings and landscaping that achieves a superior quality of design and enhanced fit within the established neighbourhood character.

The RS2 zone is not a development permit area, however, the quality of design can be addressed through a legal agreement registered on title to ensure that that the building design of each future dwelling is substantially different in design and achieves a high quality of design.



1828 Western Drive

Rezoning Application for 1828 Western Drive

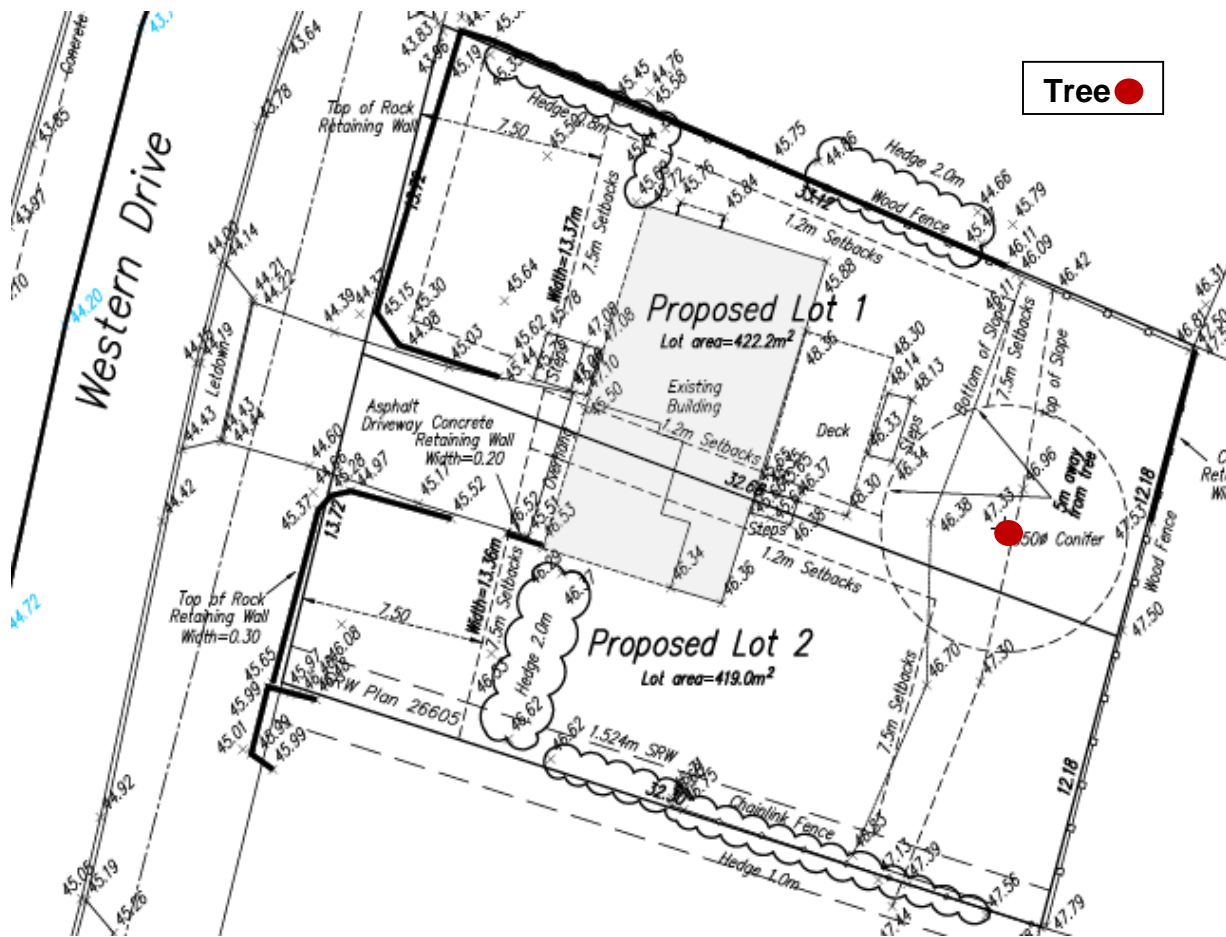


Current Zoning (RS1)



Current OCP Designation (R)

Proposed Subdivision: The applicant has submitted a preliminary plan of subdivision to demonstrate the proposed lots meet the subdivision requirements of the Zoning Bylaw for RS2 zones. Both Proposed Lot 1 and Proposed Lot 2 exceed the minimum lot dimension requirements.



Preliminary Subdivision Plan

Rezoning Application for 1828 Western Drive

	RS2 Zone Min. Requirements	Proposed Lot 1	Proposed Lot 2
Lot Area	375 m ²	422.2 m ²	419 m ²
Lot Width	12 m	13.37 m	13.36 m
Lot Frontage	7.5 m	13.72 m	13.72 m
Lot Depth	28 m	32.68 m	32.30 m

Trees: The arborist report submitted with the application identifies one Western Red Cedar, in good health, in the rear yard of Proposed Lot 1. The applicants have indicated they intend to retain the tree and protect it during the demolition and future construction. The arborist report recommends retention by limiting encroachment of the future building footprints within 5 m of the tree.

Removal of the hedge in the middle of proposed lot 2 will be required to accommodate the new house.

Offsite Works and Services: The preliminary review by Development Engineering identifies the need for the construction of half the road plus 1 m, including curb, gutter, etc., along the Western Avenue frontage; the removal of the existing retaining wall from the public boulevard; and retention of the existing 1.5 m statutory right of way along the south lot line. Capping of the existing services and new water, sanitary, storm, and third-party service connections are required for both proposed lots.

DISCUSSION

The proposed rezoning and subdivision would help meet the demand for ground-oriented housing in the community. The proposal also supports the OCP policies promoting the preservation of trees and to consider rezoning of a property within a Residential land use designation for subdivision into smaller lots that includes the installation of off-site infrastructure. Both proposed lots exceed the Zoning Bylaw's minimum subdivision requirements for RS2 zones.

Recommended conditions to be satisfied prior to adoption of an amending bylaw include: the registration of a covenant on title to ensure that the project provides a design and construction of buildings and landscaping that achieves a superior quality of design and fit; tree protection for the cedar in conformance with the Tree Protection Bylaw, and completion of design and submission of fees and securities for off-site works and services

The proposed rezoning is recommended for approval.

FINANCIAL IMPLICATIONS

The subdivision of the property and construction of new dwellings is anticipated to increase the assessed value of the lands, resulting in increased property tax revenue for the City.

Rezoning Application for 1828 Western Drive

PUBLIC CONSULTATION

The applicant has submitted a letter stating they have discussed the proposed rezoning and redevelopment with their neighbours at 1836 and 1820 Western Drive and report no concerns. Staff received a phone call from the neighbours at 1728 Western Drive who were interested in the rezoning and subdivision process.

Staff conducted a site visit on June 19, 2023 to ensure that the development sign is in good condition on the subject property.



Site Sign

If the application proceeds to Public Hearing, the City would provide notification by mail to residents located within 120 m of the site and advertise the Public Hearing in the newspaper.

OPTIONS (✓ = Staff Recommendation)

	#	Description
<input checked="" type="checkbox"/>	1	Recommend to Council that the zoning of 1828 Western Drive be amended from RS1 (Residential Single Dwelling 1) to RS2 (Residential Single Dwelling 2) subject to the specified conditions being met prior to adoption of the rezoning bylaw.
	2	Request additional information or amendments to the application or recommended conditions to address specified issues prior to deciding on the application.
	3	Recommend to Council that the rezoning application be refused.

ATTACHMENTS

Attachment 1: Arborist Report Tree inventory and Assessment (dated January 30, 2023).

Lead author(s): Paul Cloutier

Zoning Amendment Bylaw for 2245 McAllister Avenue - First Two Readings

RECOMMENDATION:

That Council:

1. Give first two readings to “Zoning Bylaw, 2008, No. 3630, Amendment Bylaw, 2023, No. 4328” to amend the zoning designation of 2245 McAllister Avenue from CC (Community Commercial) to CD (Comprehensive Development); including the following specific provisions:
 - a) Maximum 2.09 residential floor area ratio;
 - b) Density bonus in the amount of \$50 per ft² proposed in excess of 1.66 residential floor area ratio;
 - c) Payment in lieu of parking to a maximum of 44 stalls;
 - d) A minimum of 3.26m² per dwelling unit of outdoor amenity area and 1.6m² per dwelling unit of indoor amenity area;
 - e) A minimum of 1.5 long-term bicycle storage spaces per dwelling unit.
2. Prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:
 - a) Registration of a legal agreement to establish a commitment to provide car share and transit subsidy programs.


PREVIOUS COUNCIL/COMMITTEE ACTION

On July 18, 2023, Committee of Council resolved that:

1. Direct staff to bring forward a Comprehensive Development Zone bylaw that provides for the proposed development and includes the following specific provisions:
 - f) Maximum 2.09 residential floor area ratio;
 - g) Density bonus in the amount of \$50 per ft² proposed in excess of 1.66 residential floor area ratio;
 - h) Payment in lieu of parking to a maximum of 44 stalls;
 - i) A minimum of 3.26m² per dwelling unit of outdoor amenity area and 1.6m² per dwelling unit of indoor amenity area;
 - j) A minimum of 1.5 long-term bicycle storage spaces per dwelling unit.
2. Prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:
 - b) Registration of a legal agreement to establish a commitment to provide car share and transit subsidy programs

Zoning Amendment Bylaw for 2245 McAllister Avenue - First Two Readings

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Give first two readings to the bylaw.
	2	Defer first two readings of the Bylaw pending receipt of further information (to be specified).
	3	Decline first two readings of the Bylaw, which will retain the existing zoning designation for the site.

Attachment 1 – Bylaw 4328

Attachment 2 – Report to Committee, July 18, 2023

CITY OF PORT COQUITLAM
ZONING AMENDMENT BYLAW, 2022
Bylaw No. 4328

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, 2023, No. 4328”.

2. ADMINISTRATION

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

Civic Addresses:

2245 McAllister Avenue

Legal Description:

Lot 1, District Lot 379, New West District, Plan EPP107096, Group 1

From: CC (Community Commercial)

To: CD (Comprehensive Development)

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

2.2 "Zoning Bylaw, 2008, No. 3630", Section 6, COMPREHENSIVE DEVELOPMENT ZONES is amended by adding the following new section 6.41:

CD41 Comprehensive Zone 41 (2245 McAllister Avenue)

6.41.1 Property Description

Lot 1, District Lot 379, New West District, Plan EPP107096, Group 1.

6.41.2 Permitted Uses

Uses permitted in the Community Commercial (CC) zone.

6.41.3 Regulations

Table 6.41.3 Comprehensive Zone 41 Regulations

Building Height	21 m
Lot Coverage	90%
Floor Area Ratio	1.66/2.1 Note 1 Note 2
Building Setbacks	
Front setback	1 m
Rear setback	0 m
Interior side setback (east)	0 m
Interior side setback (west)	5.48 m
Indoor Amenity Space	1.6 m ² per dwelling unit Note 3
Outdoor Amenity Space	3.26 m ² per dwelling unit Note 4
Bicycle Facilities	
Short-Term Bicycle Parking Spaces	18
Long-Term Bicycle Parking Spaces	1.5 per dwelling unit

Notes to Table 6.41.3

- Note 1. The permitted Floor Area Ratio (FAR) may increase to a maximum of 2.1 FAR if a contribution in the amount of \$50 per square foot of gross floor area that exceeds a 1.66 FAR is provided to City reserve funds for community amenities and special needs housing amenities.
- Note 2. In the calculation of floor area ratio in the CD41 zone, the following may be excluded as floor area:
- a. Floor area comprising entrances, elevator shafts, stairwells and hallways common to two or more dwelling or commercial units, electrical rooms and mechanical rooms;
 - b. Exterior balconies and decks;
 - c. Floor area at ground level or within a basement or underground structure;
 - d. Floor area within the building used for required off street parking; and
 - e. 2m² of floor area in an adaptable dwelling unit.
- Note 3. Indoor amenity space shall be a common area within a building designed to accommodate meetings, fitness or recreational activities and available for use by occupants of the building and, in the case of a strata-titled building, the common area must be either common property or a strata lot that is a common asset of the strata corporation.
- Note 4. Outdoor amenity space shall be a common outdoor area available for recreation and leisure activity use by all residential occupants within the building.

6.41.4 Required Off-street Parking

- 1. **Off-Street Parking:** Required off-street parking spaces shall be provided in the amount set out in the Parking and Development Management Bylaw No. 3525.
- 2. **Payment In Lieu Of Parking Spaces:** Notwithstanding the Parking and Development Management Bylaw No. 3525, an owner may opt to pay the City a sum of \$40,000 per parking spaces in lieu of providing required off-street parking spaces. The maximum number of spaces in relation to which payment may be provided under this provision is 44 parking spaces. Payment in lieu of required parking spaces shall be paid at time the building permit is issued and all monies received pursuant to this provision shall be placed in a fund for the provision off-street parking spaces located in the Downtown.

6.41.5 Additional Regulations

- 1. **Electric Vehicle Infrastructure:** In a mixed-use building including residential uses and a common parking area, a separate single utility electrical meter and disconnect shall be provided in line with the electrical panel(s) intended to provide for charging of electric vehicles located within 3 metres of the unit’s required park space.
- 2. **Family-Oriented Dwelling Units:** At least 25% of the total number of dwelling units in a mixed-use development with more than 10 units must be family-orientated dwelling units, and at least 5% of the total number of dwelling units within the development must have three or more bedrooms.

READ A FIRST TIME this _____ day of _____, 2023
 READ A SECOND TIME this _____ day of _____, 2023

 Mayor

 Corporate Officer

RECOMMENDATION:

That Committee of Council:

1. *Direct staff to bring forward a Comprehensive Development Zone bylaw that provides for the proposed development and includes the following specific provisions:*
 - a) *Maximum 2.09 residential floor area ratio;*
 - b) *Density bonus in the amount of \$50 per ft² proposed in excess of 1.66 residential floor area ratio;*
 - c) *Payment in lieu of parking to a maximum of 44 stalls;*
 - d) *A minimum of 3.26m² per dwelling unit of outdoor amenity area and 1.6m² per dwelling unit of indoor amenity area;*
 - e) *A minimum of 1.5 long-term bicycle storage spaces per dwelling unit.*
2. *Prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:*
 - a) *Registration of a legal agreement to establish a commitment to provide car share and transit subsidy programs*

PREVIOUS COUNCIL/COMMITTEE ACTION

July 28, 2020 – Council approved Development Permit DP000413 and DVP00068 which regulated the development of a five-storey building with underground parking, ground floor commercial uses and 63 apartment homes on the upper floors, including minor variances to the permitted floor area, parking, and the required works and service on McAllister Avenue.

REPORT SUMMARY

This report provides for Committee consideration of an application to establish a Comprehensive Development Zone at 2245 McAllister Avenue to enable the development of a six-storey mixed-use building and 80 apartments homes and site-specific parking provisions.

In 2020, Council approved a Development Permit and Development Variance permit for a five-storey building with ground floor commercial space and 63 apartments that was generally in compliance with the intent and provisions of the site's CC (Community Commercial) zone and the Downtown Development Permit design guidelines. The developer, Quarry Rock Developments, has now proposed a revised development that includes an additional residential floor, 17 additional units and a site-specific parking arrangement. Staff believe the proposal is supported by policies of the Official Community Plan, the Downtown Action Plan and the recommendations of the recent Housing Needs Report and recommend a Comprehensive Development Zone with site specific zoning and parking regulations be forwarded to Council for further consideration.

Rezoning Application for 2245 McAllister Avenue

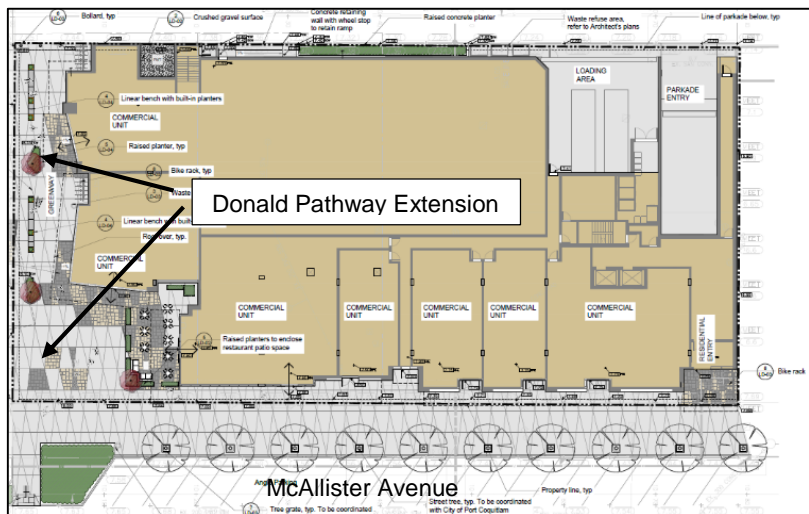
BACKGROUND

Site Context: The 3,077m² (33,130 ft²) site is located mid-block on the north side of McAllister Avenue. The site is currently under construction but was previously used as a public parking lot (western portion) and the eastern portion of the site was vacant for several years following a fire that destroyed the previous single-storey commercial building. Surrounding land uses are comprised of commercial, commercial mixed-use, institutional and apartment. Adjacent development includes the Me and Ed's restaurant building directly to the east, the PoCo Bowl bowling alley directly to the west, City Hall and the Outlet community building to the south of McAllister Avenue and a number of small-scale commercial buildings north of the rear lane.



Location map

Approved Development: In 2020, the City approved a development variance permit and development permit to enable the development of a five-storey building with 1,814m² (19,530 ft²) of ground floor commercial space, 63 apartments on the upper floors, and parking in an underground parkade in general compliance with the sites existing Community Commercial (CC) zoning. The project was designed to include a 233m² (2,509 ft²) plaza located near the southwest corner of the site and an extension to the Donald Pathway between McAllister Avenue and the rear lane.



Site plan

Rezoning Application for 2245 McAllister Avenue



McAllister Avenue 2022 approved building façade

Policy and Regulations:

- a. *OCP Land Use Designation and Policies:* The Official Community Plan designates the site as Downtown Commercial. Policies of the Plan promote a higher density of development including residential uses above the first storey and reinforce the Downtown as the primary City centre with a vibrant commercial core and a densified residential population. The policies for design enable Council to consider mid to high-rise multifamily residential development in areas designated Downtown Commercial through a Comprehensive Development zone where the proposal is designed to incorporate a mix of uses, high environmental performance, high quality building and landscape design, creates an attractive pedestrian realm, and provides sufficient on-site parking to meet the specific requirements of the development as determined by traffic and parking analysis.
- b. *Downtown Action Plan:* In addition to the Policies of Official Community Plan, in 2017 the City endorsed implementation of the Recommendations for a Downtown Action Plan which built upon the existing vision and strength of the downtown to reinforced the importance of the Downtown and McAllister Avenue as a critical mixed-use spine. The plan noted the importance of increasing apartment development and offering supports and incentives for growth.
- c. *Housing Needs Report:* A key finding of the 2022 report is that an additional 5,500 dwellings are needed in Port Coquitlam over the next ten years or approximately 550 new homes per year. The reports recommendations include considering of opportunities for additional density through review of zoning regulations and a reduction in required parking in areas well served by transit.
- d. *Zoning:* The site is currently zoned CC – Community Commercial. The applicant has proposed a form of development to be accommodated through the creation of a site-specific Comprehensive Development zone.

Rezoning Application for 2245 McAllister Avenue

- e. *Parking Regulations:* The Parking and Development Management Bylaw requires residential parking as follows: 1 stall per studio, 1.3 stalls per 1 bedroom, 1.5 stalls for 2 or more bedrooms and 1 visitor stall for every 5 units. Commercial parking is typically required at the rate of 1 stall for 47m² of commercial gross floor area. The bylaw also provides an option for payment in lieu of required parking in the Downtown to a maximum of 10% for a payment of \$40,000 per parking space. The funds raised through payment in lieu of parking is for the provision of off-street parking spaces located in the Downtown.
- f. *Density Bonus Policy:* The City's Density Bonus policy enables Council to consider adoption of a zone with provisions for density bonus and requirements for an amenity contribution (either provision of public amenities or cash-in-lieu of amenities) as determined appropriate for the specific development.
- g. *Development Permit:* The site is subject to the Downtown form and character and Environmental Conservation development permit areas (DPA) objectives and design guidelines. A key objective of the Downtown DPA is to reinforce the role of the Downtown as the economic and cultural centre of the community through the creation of a distinctive office, shopping and residential precinct.

Development Permit DP000413 was approved in July 2020 for a 5-storey mixed-use development at the site; if the rezoning is approved amendment of DP000413 will be necessary to accommodate the revised form and density.

Revised Development Proposal: Noting a desire to provide more housing at the site, Quarry Rock Development has submitted a rezoning application requesting the site be rezoned to a Comprehensive Development (CD) zone to enable construction of an additional residential floor (17 additional apartments) as shown on the image below.



McAllister Avenue facade (with additional floor)

Rezoning Application for 2245 McAllister Avenue

The ground floor commercial space, plaza and associated off-site works would remain unchanged from the 2020 design. The revised residential portion would include an additional storey resulting in a total of 80 apartments consisting of 9 one-bedroom, 38 one-bedroom plus dens, 14 two-bedroom, 14 two-bedroom plus den and 5 three-bedroom. Consistent with the previously approved development, the apartments continue to range in size from 60m² (646 ft²) to 115m² (1,237 ft²), each will have a balcony or patio, and access for the underground parking and loading bays will be located off the rear lane.

The building footprint and character of development (cladding and landscape materials) would also be unchanged from the 2020 approved development but the building would be one storey taller. The table below provides a summary of the new project statistics.

Project Statistics:

	Proposed Development
Site area minimum	3,126 m ²
Floor area ratio (FAR)	2.09
Commercial floor area	1,855 m ²
Dwelling units (total)	80
Adaptable units	32.5% (26 units)
Family-oriented units	32.5% (26 units)
Three-bedroom units	6% (5 units)
Building lot coverage	80.3%
Setbacks:	
Front (McAllister)	1 m
Rear (lane)	0 m
Interior side (east)	0 m
Interior side (west)	5.48 to 18.15 m
Building height	20.9 m
Parking	
Commercial (private)	9 payment in lieu
Commercial (City owned)	0
Residents	82 plus 29 payment in lieu
Visitor	9 plus 6 payment in lieu
Car share	1
Small car	10 (11%)
Loading	2
Bicycle parking	
Long-term	1.5 per Dwelling unit (122)
Short-term	18

Rezoning Application for 2245 McAllister Avenue

	Proposed Development
Indoor recreation area	128 m ²
Outdoor recreation area	261 m ²

Density Bonus: The density proposed by the applicant (2.09 FAR) exceeds the residential density typically permitted by the sites existing CC – Community Commercial zoning. To accommodate the requested additional density, the applicant has requested consideration of a site-specific Comprehensive Development zone. In keeping with the City Density Bonus policy, Council can consider adoption of a zone with provisions for density bonus and requirements for an amenity contribution (either provision of public amenities or cash-in-lieu of amenities) as determined appropriate for the specific development. In consideration of the density, request staff recommend the zoning include density bonus provisions with an amenity contribution of \$50 per square foot. If approved the application would be required to contribute approximately \$712,290.00 to the City's Community Amenities and Special Needs Housing Reserve fund(s), prior to issuance of a Building Permit.

Resident Amenity Space: The applicant has proposed a design that provides 261m² (2,809 ft²) of outdoor amenity space and 128m² (1,378 ft²) of indoor amenity space.

The proposed outdoor amenity space ratio is 3.26m² (35.1 ft²) per dwelling unit, which is slightly less than the bylaw standard of 3.5m² (37.6 ft²) per apartment dwelling. The outdoor amenity space for the buildings is located on the west edge of the 6th floor adjacent to an indoor amenity room and is well programed, including a generous amount of seating in three distinct areas (two lounge areas and a covered area with tables and chairs to seat 40) and a children's play area. These areas are punctuated with landscaping including 5 japanese maple trees and 140 shrubs and an area with raised planting beds for rooftop vegetable gardening.

The proposed indoor amenity space ratio is 1.6m² (17.2 ft²) per dwelling unit, which is also lower than the bylaw standard for 2m² (21.5 ft²) per apartment dwelling. The indoor amenity space is to be located on the 6th floor adjacent to the outdoor amenity space and is intended for use a common lounge and meeting space.

The City provides for consideration of variations in amenity space size when an applicant can demonstrate an alternative proposal meets the needs of the proposed residents. The applicant advises that the amenity spaces are intended to accommodate indoor and outdoor gatherings, celebrations and child play and should provide adequate amenities for future residents.

Parking: The proposed development provides for 82 resident parking stalls, 9 visitor stalls, 1 car share parking stall, and requests an additional 27 residential/visitor stalls to be provided through payment-in-lieu. In order to support this request, the applicant has provided a parking supply report prepared by Bunt and Associates (attachment 2) which provides an assessment of residential

Rezoning Application for 2245 McAllister Avenue

parking trends and describes the access to public transit in the Downtown (e.g. West Coast express and Frequent Transit Network). The report also recommends a number of transportation demand management measures to be implemented through the development approval process, at the site including a car share program, increased resident bicycle storage, a bicycle maintenance facility and a 1-year transit pass subsidy for residents.

In keeping with the previously approved development, the proposal continues to provide payment-in-lieu for the required commercial parking stalls.

OCP policy provide for consideration of site-specific parking provisions where justified through parking analysis. The Housing Needs Report also encourages consideration of a reduction in required parking in areas well served by transit. If approved the application would be required to provide approximately \$1,080,000.00 for the addition of 27 new payment-in-lieu of parking spaces prior to issuance of a Building Permit.

DISCUSSION

The OCP establishes how the community is intended to develop and designates lands for uses in keeping with the policies. The design of the proposed building is in general compliance with the policies of the OCP and will set a high standard of design for the Downtown. The proposal to add additional housing at the site also aligns with the recommendations of the Housing Needs Report which highlighted the urgent need for increased housing supply over the next ten years and recent directives by senior levels of government to encourage communities to increase housing supply. This location is particularly suitable given its location within our designated town center, proximity to service, amenities and transit.

The minor reduction in indoor and outdoor amenity space is not expected to have any impact on the livability of the building and staff note the site is in close proximity to the newly reconstructed Veterans Park, Leigh Square, Lions Park, Gates Park, Donald Pathway, Elks Park and the Port Coquitlam Community Centre.

The proposed ratio for onsite parking is significantly lower than the City's typical parking standards but the site-specific provision is supported by the parking supply report and reflects regional and transit-oriented parking trends. Staff note the proposal continues to provide for at least one stall per apartment unit and one visitor parking stall per 10 units. Staff further note the Downtown is well served by public transit and commercial and community amenities, and the applicant has also proposed a number of measures such as a car share program, additional bicycle parking, bicycle maintenance facility and a one-year transit subsidy to help offset the parking reduction.

Staff recommend a Comprehensive Development Zone be forwarded to Council that reflects the proposed density, amenity space provisions, and includes density and parking payment-in-lieu

Rezoning Application for 2245 McAllister Avenue

provisions to facilitate the proposed mixed-use development with 80 apartment homes. Staff further recommend, as a condition of the rezoning, the applicant provide a legal agreement to secure provision of the proposed car share and transit subsidy programs to the satisfaction of the Director of Development Services.

FINANCIAL IMPLICATIONS

The additional dwelling units will increase property tax and utility fee revenue once development occurs. The development will also provide approximately \$712,290.00 amenity contribution through density bonus and \$1,080,000.00 for payment-in-lieu of parking.

PUBLIC CONSULTATION

A development sign has been posted on the property fronting McAllister Avenue on June 26, 2023 providing notice of the application.

Planning staff have not received any comments in association with the rezoning application. If the application proceeds to Public Hearing, the City would provide notification by mail to residents located within 120m of the site and advertise the Public Hearing in the newspaper.



Sign photo

OPTIONS (✓ = Staff Recommendation)

	#	Description
✓	1	Recommend to Council that the zoning of 2245 McAllister Avenue be amended from CC to CD 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: Architectural concept drawing

Attachment 2: Parking supply report prepared by Bunt and Associates

Lead author(s): Bryan Sherrell

OCP/Zoning Amendment Bylaws for 1021 and 1032 Nicola Avenue - First Two Readings

RECOMMENDATION:

1. *That Council:*
 - a. *Give first two readings to “Official Community Plan Bylaw, 2013, No. 3838, Amendment Bylaw No. 4329” and “Zoning Bylaw, 2008, No. 3630, Amendment Bylaw, 2023, No. 4330” to amend the designation of the Official Community Plan, Map 22: Development Permit Area – Watercourse Protection to reclassify the watercourse located along the north edge of the Lougheed Highway between Dominion Avenue and approximately 250m east of Sherling Avenue from Class A(O) to Class B;*
 - b. *The Zoning of 1021 and 1032 Nicola Avenue be amended from A (Agricultural) to DC (District Commercial) for a 0.85-acre portion north of Nicola Avenue and CD (Comprehensive Development) for a 6.68-acre portion south of Nicola Avenue.*
2. *Prior to adoption of the zoning amendment bylaw, the following conditions be met to the satisfaction of the Director of Development Services:*
 - a. *Completion of road closure and sale of a lane located adjacent to the northern boundary of 1021 and 1032 Nicola Avenue;*
 - b. *Completion of subdivision to the satisfaction of the Approving Officer including subdivision and consolidation of the site into two parcels and road dedication along Nicola Avenue;*
 - c. *Submission of plans, fees and securities for off-site works and services including pavement with curb and gutter, drainage, 1.8m wide sidewalk, street trees and streetlight improvements to approximately 93m of off-site works fronting 985 Nicola Avenue and street trees.*

PREVIOUS COUNCIL/COMMITTEE ACTION


On July 18, 2023, Committee of Council approved that:

1. *Having given consideration to s.475 of the Local Government Act, confirm the following consultation for the proposed Official Community Plan amendment:*
 - a. *On-site signage;*
 - b. *Consideration of the application by Committee of Council in open meeting.*
2. *That Committee of Council recommend to Council that:*
 - a. *The Official Community Plan Map 22: Development Permit Area – Watercourse Protection be amended to reclassify the watercourse located along the north edge of the Lougheed Highway between Dominion Avenue and approximately 250m east of Sherling Avenue from Class A(O) to Class B;*

OCP/Zoning Amendment Bylaws for 1021 and 1032 Nicola Avenue - First Two Readings

- b. *The Zoning of 1021 and 1032 Nicola Avenue be amended from A (Agricultural) to DC (District Commercial) for a 0.85-acre portion north of Nicola Avenue and CD (Comprehensive Development) for a 6.68-acre portion south of Nicola Avenue.*
- 3. *Prior to adoption of the zoning amendment bylaw, the following conditions be met to the satisfaction of the Director of Development Services:*
 - a. *Completion of road closure and sale of a lane located adjacent to the northern boundary of 1021 and 1032 Nicola Avenue;*
 - b. *Completion of subdivision to the satisfaction of the Approving Officer including subdivision and consolidation of the site into two parcels and road dedication along Nicola Avenue;*
 - c. *Submission of plans, fees and securities for off-site works and services including pavement with curb and gutter, drainage, 1.8m wide sidewalk, street trees and streetlight improvements to approximately 93m of off-site works fronting 985 Nicola Avenue and street trees.*

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Give first two readings to the bylaw.
	2	Defer first two readings of the Bylaw pending receipt of further information (to be specified).
	3	Decline first two readings of the Bylaw, which will retain the existing zoning designation for the site.

Attachment 1 – Bylaw 4329
 Attachment 2 – Bylaw 4330
 Attachment 2 – Report to Committee, July 18, 2023

CITY OF PORT COQUITLAM

OFFICIAL COMMUNITY PLAN AMENDMENT BYLAW, 2023

No. 4329

Whereas an Official Community Plan was adopted by the "Official Community Plan Bylaw, 2013, No. 3838"

And whereas an amendment to the Official Community Plan has been prepared and after First Reading of this Bylaw the Council has:

- (a) considered the amendment to the plan in conjunction with the City's financial plan;*
- (b) determined that no applicable waste management plan exists for consideration;*
- (c) determined that sufficient opportunities for consultation on the amendment to the plan have been provided;*
- (d) determined that the amendment to the plan does not affect the City of Coquitlam, District of Pitt Meadows, School District No. 43, the Metro Vancouver Regional District, TransLink, the Kwikwetlem First Nation or the provincial or federal government or their agencies.*

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

1. CITATION

This Bylaw may be cited for all purposes as "Official Community Plan Bylaw, 2013, No. 3838, Amendment Bylaw, 2023, No. 4329".

2. ADMINISTRATION

The Official Community Plan Map 22: Development Permit Area – Watercourse Protection be amended to reclassify the watercourse located along the north edge of the Lougheed Highway between Dominion Avenue and approximately 250m east of Sherling Avenue from Class A(O) to Class B.

Legal Descriptions:

1021 Nicola Avenue

Lot 35, Block 6N, Section 7, Range 1E, New West District, Plan NWP1033, Except Plan SRW PL 55863, & Sec 8 Except: Part Now Road on SRW55863 & EPP57269

1032 Nicola Avenue
Lot 2, Block 6N, Section 8, Range 1E, New West District, Plan LMP37726

READ A FIRST TIME this _____ day of _____, 2023

READ A SECOND TIME this _____ day of _____, 2023

Mayor

Corporate Officer

CITY OF PORT COQUITLAM
ZONING AMENDMENT BYLAW, 2023
Bylaw No. 4330

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, 2023, No. 4330”.

2. ADMINISTRATION

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

Civic Addresses:

1021 and 1032 Nicola Avenue

(North Portion)

The 0.85-acre portion north of Lot 35, Block 6N, Section 7, Range 1E, New West District, Plan NWP1033, Except Plan SRW PL 55863, & Sec 8 Except: Part Now Road on SRW55863 & EPP57269 and Lot 2, Block 6N, Section 8, Range 1E, New West District, Plan LMP37726.

From: A (Agricultural)

To: DC (District Commercial)

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

(South Portion)

The 6.68-acre portion south of Lot 35, Block 6N, Section 7, Range 1E, New West District, Plan NWP1033, Except Plan SRW PL 55863, & Sec 8 Except: Part Now Road on SRW55863 & EPP57269 and Lot 2, Block 6N, Section 8, Range 1E, New West District, Plan LMP37726.

From: A (Agricultural)

To: CD (Comprehensive Development)

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

2.2 "Zoning Bylaw, 2008, No. 3630", Section 6, COMPREHENSIVE DEVELOPMENT ZONES will have the following new section 6.42:

CD42 Comprehensive Zone 42 (1021 and 1032 Nicola Avenue)

6.42.1 Property Description

LOT 35 SECTIONS 7 AND 8 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT PLAN 1033 EXCEPT PLANS 55863 AND EPP57269.

LOT 2 SECTION 8 BLOCK 6 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT PLAN LMP37726.

(all to be consolidated)

6.42.2 Permitted Uses

Uses permitted in the District Commercial (DC) zone.

Uses permitted in the Light Industrial (M3) zone.

Commercial electric vehicle charging station where accessory to an automobile sales use.

6.42.3 Regulations

All buildings, structures and landscaping shall comply with the regulations and additional regulations of the District Commercial (DC) zone.

Light Industrial (M3) zone uses may occupy a maximum of 49% of the floor area of buildings on the site.

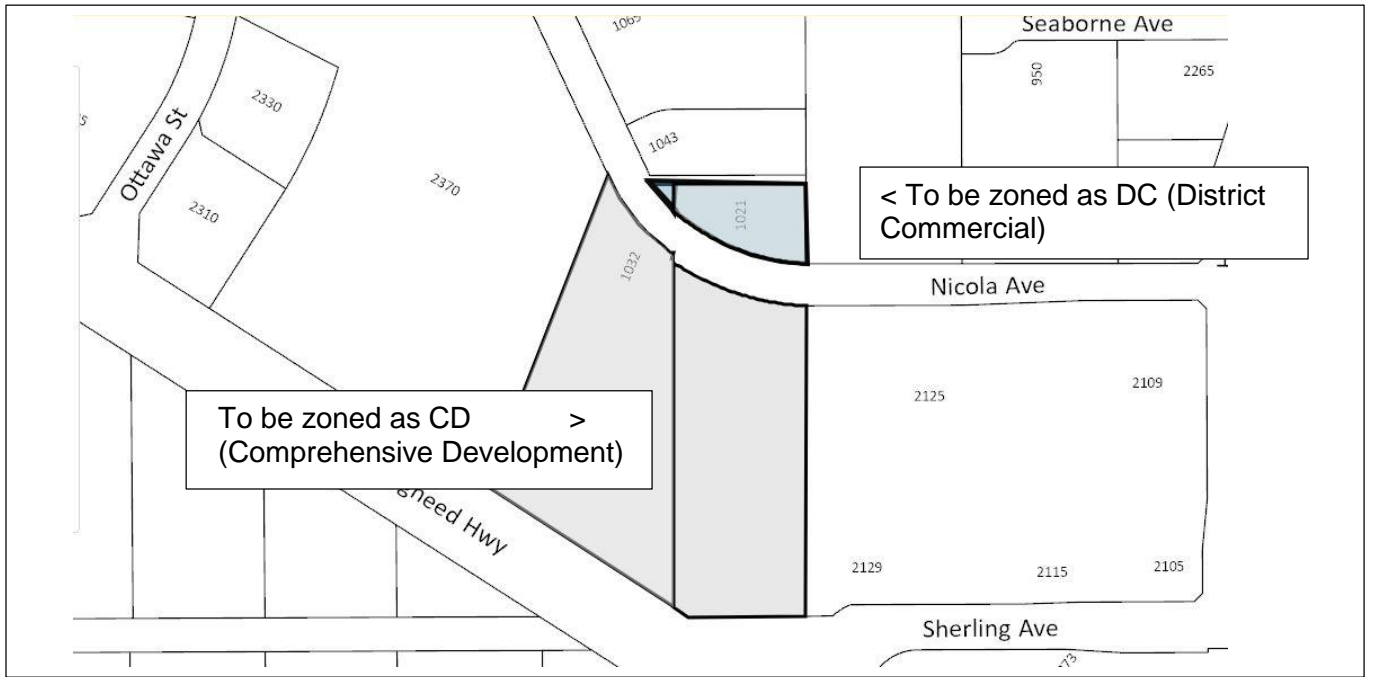
READ A FIRST TIME this _____ day of _____, 2023

READ A SECOND TIME this _____ day of _____, 2023

Mayor

Corporate Officer

SCHEDULE 1



RECOMMENDATIONS:

1. *That Committee of Council, having given consideration to s.475 of the Local Government Act, confirm the following consultation for the proposed Official Community Plan amendment:*
 - a. *On-site signage;*
 - b. *Consideration of the application by Committee of Council in open meeting.*
2. *That Committee of Council recommend to Council that:*
 - a. *The Official Community Plan Map 22: Development Permit Area – Watercourse Protection be amended to reclassify the watercourse located along the north edge of the Lougheed Highway between Dominion Avenue and approximately 250m east of Sherling Avenue from Class A(O) to Class B;*
 - b. *The Zoning of 1021 and 1032 Nicola Avenue be amended from A (Agricultural) to DC (District Commercial) for a 0.85-acre portion north of Nicola Avenue and CD (Comprehensive Development) for a 6.68-acre portion south of Nicola Avenue.*
3. *Prior to adoption of the zoning amendment bylaw, the following conditions be met to the satisfaction of the Director of Development Services:*
 - a. *Completion of road closure and sale of a lane located adjacent to the northern boundary of 1021 and 1032 Nicola Avenue;*
 - b. *Completion of subdivision to the satisfaction of the Approving Officer including subdivision and consolidation of the site into two parcels and road dedication along Nicola Avenue;*
 - c. *Submission of plans, fees and securities for off-site works and services including pavement with curb and gutter, drainage, 1.8m wide sidewalk, street trees and streetlight improvements to approximately 93m of off-site works fronting 985 Nicola Avenue and street trees.*

PREVIOUS COUNCIL/COMMITTEE ACTION

None.

REPORT SUMMARY

This report provides for Committee consideration of an application to rezone a 7.53-acre site in the Dominion Triangle to enable district commercial uses on a portion of the site north of Nicola Avenue and district commercial and light industrial uses on the portion of the site south of Nicola Avenue. The report recommends a number of conditions be required prior to consideration of zoning bylaw adoption, including closure and sale of an unopened City lane, dedication of road to allow for widening of Nicola Avenue, and off-site works and services that include construction of a missing portion of street improvements fronting the adjacent lands at 985 Nicola Avenue.

OCP and Zoning Bylaw Amendment for 1021 and 1032 Nicola Avenue

In keeping with the findings of an environmental assessment, this report also provides for Committee consideration of a proposed amendment of the Official Community Plan watercourse classification for the unnamed watercourse located along the north edge of Loughheed Highway from Class A(O) to Class B.

Support for both proposals is recommended.

BACKGROUND

Proposal: Bosa Properties has submitted a proposal to develop a large vacant site in the Dominion Triangle with a large format commercial development on the parcel north of Nicola Avenue and a regional sales, storage and distribution center for Tesla vehicles and parts (Attachment 1) uses on a parcel south of Nicola Avenue.

Site Context: The proposed development site is approximately 7.53 acres in size and consists of two existing properties straddling Nicola Avenue and bound by Loughheed Highway to the south and an unopened portion of lane to the north. The site is vacant but was preloaded a number of years ago by the previous owner. The current owner has recently begun removing the preload to prepare the site for future development.



Location map

Surrounding land uses include highway oriented commercial developments such as Costco, Home Depot and the Fremont Village with light industrial development northeast of the site and heavy industrial uses south of Loughheed Highway. A portion of unopened lane separates the northern portion of the site from 1043 Nicola Avenue and an unnamed watercourse is adjacent to the southern boundary of the site.

OCP and Zoning Bylaw Amendment for 1021 and 1032 Nicola Avenue

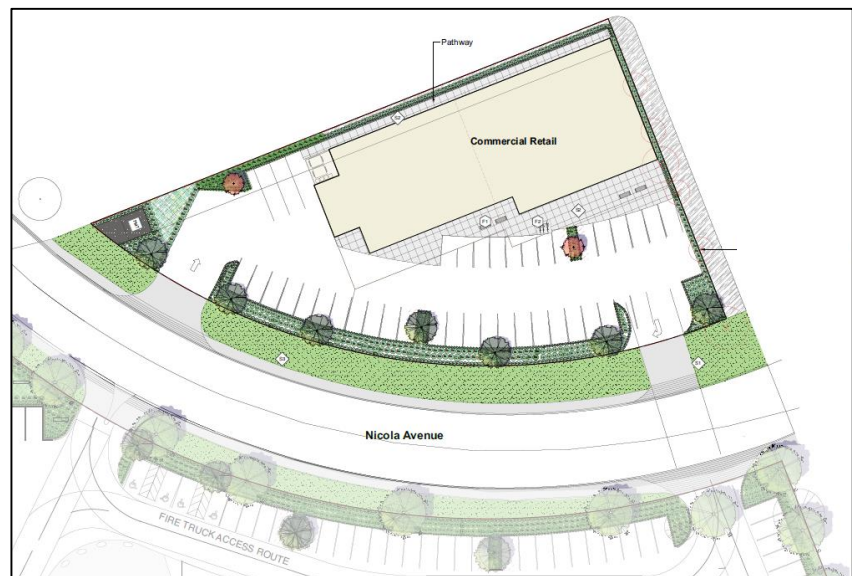
Policy and Regulations: The site currently retains a historic Agricultural zoning. The applicant has proposed the District Commercial zone, which would accommodate a wide range of auto-oriented commercial uses on the portion of the site north of Nicola Avenue. For the larger portion south of Nicola Avenue, the applicant has requested a Comprehensive Development (CD) zone intended to provide for District Commercial and a percentage of Light Industrial land uses.

The land use designation in the Official Community Plan (OCP) for the site is Highway Commercial which is intended to provide for auto-oriented commercial uses that attract a regional market and require more parking than local commercial uses. Policies of the Official Community Plan encourage a wide range of commercial businesses and associated employment generation in the community.

The site will be subject to the objectives and design guidelines of the Commercial, Environmental Conservation and Watercourse Protection development permit areas. The Commercial development permit area is intended to; guide the form and character of commercial developments, promote orderly development, and control the interface between commercial and other land uses. The Environmental Conservation development permit area encourages; sustainable development and building design, efficient use of energy, water and other resources, and the reduction of waste and pollution. The Watercourse Protection development permit area is intended to protect the natural environment, its ecosystems and biological diversity. Development permits would be considered after adoption of the zoning bylaw amendment.

Project Description: The applicant has proposed to consolidate and subdivide the site into two parcels including a 3,440m² (37,029ft²) parcel north of Nicola Avenue and a larger 27,037m² (291,023ft²) parcel south of Nicola Avenue.

North Parcel: The proposed development north of Nicola Avenue would consist of a single commercial building with a total floor area of approx. 1,021m² (10,985ft²), landscaping and surface parking. Vehicle access to the site would be from two new driveways accessed from Nicola Avenue; one located along the east edge of the site providing left-in, right-in and right-out vehicle movements (left-out restricted) and one located to the west of the site limited to in bound vehicle movements (no exit). The applicant has



North parcel site plan

OCP and Zoning Bylaw Amendment for 1021 and 1032 Nicola Avenue

requested the District Commercial zone be applied to this site. The preliminary site plan provides for 36 parking spaces which would exceed minimum parking requirements.

The proposed commercial building is designed with a contemporary architectural style that includes tilt-up white painted concrete panels with reveals, extensive glazing, large roof overhang and brown horizontal metal slat panels. The building has also been designed with variable roofline and articulation to create architectural interest.



Architectural rendering: Nicola frontage, north parcel

South Parcel: The proposed development south of Nicola Avenue would consist of a large single tenant building with a total floor area of approx. 5,574m² (60,000ft²), landscaping and grade level parking. Vehicle access to the site would be from two new driveways; one located along the east edge of the site providing full vehicle movements and one located to the west of the site limited to right-in/right-out vehicle movements. The applicant has requested a Comprehensive Development zone be crafted for the site that would permit District Commercial and Light Industrial uses. The intended tenant is Tesla who wish to use the site for auto sales and service and as a regional storage and distribution center for vehicles and parts. The preliminary site plan locates the building fronting Nicola Avenue and generous grade level parking for customers and automobile display, landscaping and a



South parcel site plan

OCP and Zoning Bylaw Amendment for 1021 and 1032 Nicola Avenue

landscaped riparian protection area fronting Lougheed Highway. The plan provides for approx. 650 parking spaces which greatly exceeds minimum parking requirements.



Architectural rendering: Nicola frontage, north parcel

Similar to the proposed building north of Nicola Avenue, the building south of Nicola is to be designed with a contemporary architectural style that includes tilt-up gray painted concrete panels with reveals, extensive glazing along the Nicola Avenue frontage, and corrugated metal accent panels. The building has also been designed with variable roofline and articulation to create architectural interest.

The proposed landscape plans call for a mixture of trees, shrubs, perennials, grasses and ground cover plants located to the periphery of both sites and in landscape fingers in the parking field to soften the street edge, provide shade and architectural interest.

The applicant has indicated the development will also include the following environmental conservation measures; low-E glazing, energy efficient lighting, photocell controlled exterior lighting, insulated overhead doors with sealed glazing panels, low-flow toilets, bicycle parking, light coloured roofing materials to reduce heat island effect and thermal loading, and a high-efficiency irrigation system. The applicant will also be enhancing the watercourse protection area adjacent to Lougheed Highway.

A thorough description of buildings, landscaping and environmental conservation measures will be provided to Committee at development permit stage.

Transportation and Site Access: *Local Government Act s.505(2)* requires Ministry of Transportation and Infrastructure (MOTI) approval of a rezoning of land that is within 800m of a Controlled Access Provincial Highway. This site is adjacent to Lougheed Highway and MOTI has provided preliminary approval. Final approval will be required prior to final adoption of the amendment bylaw.

The applicant submitted a report prepared by CTS Traffic Engineering Specialists (Attachment 3) assessing the adequacy of the transportation network and driveway access to the site. The report provides information on the transportation network including current and forecast trip counts,

intersection function, an assessment of sightlines along the Nicola Avenue curve and provides recommendations for site access and network improvements.

The report recorded and assessed vehicle trips and movements at key intersections throughout the area including; Ottawa Street at Lougheed Highway, Sherling Avenue at Lougheed Highway, Ottawa Street at Nicola Avenue, Hawkins Street at Sherling Avenue, and Hawkins Street at Nicola Avenue.

CTS found the intersections operate at acceptable levels of service, but note some movements on particular days and times (e.g. rush hours) may approach capacity by 2034. The report also notes the Hawkins Street at Nicola Avenue intersection (currently a 4-way stop) should be signalized to improve the level of service for weekday and Saturday peak hours.

Additional recommendations included monitoring of traffic volume at the Ottawa/Lougheed and the Sherling/Lougheed intersections and update signal timing when necessary and; monitoring traffic volume at the Hawkins/Sherling intersection and when necessary provide an eastbound protected left-turn phase.

The report confirmed the function of the proposed site driveway locations, but identified some sightline constraints along the curve of Nicola Avenue. Based on sight distance requirements, the report recommends:

- The north site west access should be restricted to inbound only;
- The north site east access left turn outbound should be restricted;
- The south site west access should be restricted to right-in/right-out;
- The south site east access should be separated northbound left and right exit lanes.

A Technical Memorandum (attachment 4) was provided as an update to the initial transportation report specifically to assess the proposed Tesla facility. The report concluded the Tesla facility would generate considerably less vehicle trips (approximately 44.1% less in the AM peak, 67.8% less in the PM, and 60.9% less in Saturday mid-day) than what was originally projected based on a multi-tenant commercial/industrial development.

Off-site Infrastructure: Development of these parcels would require road dedication to allow for a 25m wide road and significant infrastructure upgrades to meet the full standard of the Subdivision Servicing Bylaw. These upgrades include construction of Nicola Avenue to collector road standard with curb and gutter, drainage, 1.8m wide sidewalks, street trees and streetlights along the site frontage; upgrades to the watermain, storm and sanitary sewers and the addition of fire hydrants.

Staff note that frontage improvements have not been fully constructed in front of the adjacent property at 985 Nicola Avenue. Should the subject site be development, construction of these adjacent frontage works would be critical to provide proper access and connections through this section of Nicola Avenue. Accordingly, staff recommended this additional frontage work be required as a condition of rezoning.

OCP and Zoning Bylaw Amendment for 1021 and 1032 Nicola Avenue



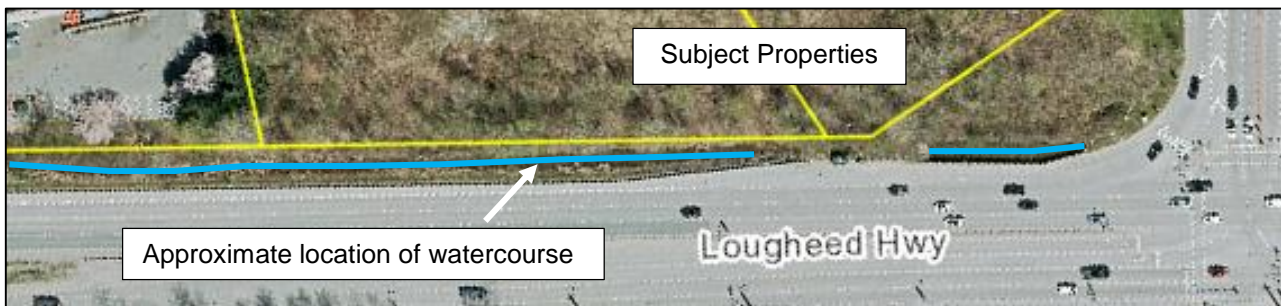
Location of missing frontage improvements

Road Closure and Land Purchase: The applicant has requested to purchase unopened lane allowance adjacent to the site's northern boundary to consolidate with their site. This is a historic lane that is unnecessary for access purposes. The total lane area to be closed and purchased is approximately 455m².



Location of unopen lane

Watercourse Protection – stream classification and Development Permit: The proposed development is adjacent to a watercourse located along the Lougheed Highway. The Official Community Plan (OCP) classifies this watercourse as a class A(O) fish bearing watercourse.



Location of watercourse (adjacent to site)

The applicant provided a watercourse assessment report prepared by Envirowest Consultants (Attachment 5) which assessed the watercourse, including water and fish sampling - completed under Provincial permit - to confirm the appropriate stream classification.

OCP and Zoning Bylaw Amendment for 1021 and 1032 Nicola Avenue

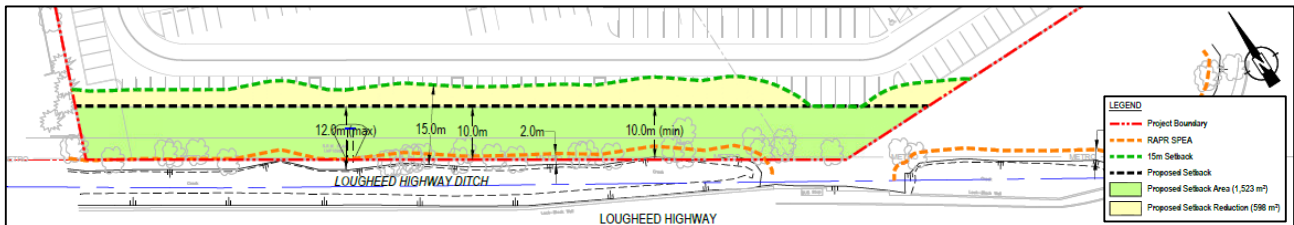
The consultant report recommends the length of the watercourse upstream of a concrete storm sewer located approx. 250m east of the Sherling/Lougheed intersection to the Dominion/Lougheed intersection should be reclassified to class B (non-fish bearing). This re-classification requires an amendment to OCP Map 22 – Development Permit Areas Watercourse Protection.



Approximate location of watercourse to be re-classified

The prescribed watercourse protection area for the watercourse as a Class B would be 15m measured from the watercourse top-of-bank (depicted in green on the map below). The Provincial Riparian Area Protection Regulation requires a minimum 2m setback from the watercourse high watermark (depicted in orange).

In keeping with the recommended class B watercourse classification, the applicants environmental report assessed the development proposal and its conformance with the City's Watercourse Protection Development Permit guidelines and proposes a 10m setback as shown on the image below (black dashed line). In keeping with the guidelines, the proposal includes enhancement to the watercourse protection area with substantial improvements. Confirmation of watercourse protection setbacks and enhancement plans would be determined through issuance of the Watercourse Protection Development Permit should the OCP amendment and rezoning applications proceed.



Proposed watercourse protection area

DISCUSSION

OCP Amendment: Environmental stewardship, including watercourse protection, is an important municipal function and often a complex issue. The City's watercourse classifications were established in the late 1990s and were based on the best information available at that time. The report provided by Envirowest provides an updated and detailed assessment of the watercourse,

confirming the watercourse does not support the presence of fish and, therefore, should be classified as a Class B watercourse. Staff concur with the report findings and recommend the Committee of Council forward the Official Community Plan amendment application to Council with a recommendation of support.

Rezoning: The OCP establishes how the community is intended to develop, designates lands for uses in keeping with these policies and provides guidance on the types of land use the City should encourage. The sites Highway Commercial OCP land use designation supports consideration of the proposed District Commercial zone for the northern parcel and the proposed District Commercial with a smaller percentage (up to 49% of the site) of Light Industrial uses through the implementation of a CD zone. The proposed land use change is in keeping with economic policy to support business and generate employment opportunities in the community with the applicant noting the Tesla facility will provide approximately 80 well paid jobs. The Tesla facility will also generate significantly less vehicle trips than a typical highway oriented commercial land use reducing potential impacts to the transportation network. Access to both sites has been carefully assessed and designed to provide safe entry and exiting.

Staff recommend the Committee of Council forward the rezoning application to Council with a recommendation to support consideration of the rezoning with the following conditions:

1. Prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:
 - a. Completion of road closure and sale of a lane located adjacent to the northern boundary of 1021 and 1032 Nicola Avenue;
 - b. Completion of subdivision to the satisfaction of the Approving Officer including subdivision and consolidation of the site into two parcels and road dedication along Nicola Avenue;
 - c. Submission of plans, fees and securities for off-site works and services including pavement with curb and gutter, drainage, 1.8m wide sidewalk, street trees and streetlight improvements to approximately 93m of off-site works fronting 985 Nicola Avenue and street trees.

FINANCIAL IMPLICATIONS

It is anticipated that in addition to revenue from the sale of the lane, there will be an increase in property tax and utility revenue with the addition of the new developments.

PUBLIC CONSULTATION

Development signs were posted on both the north and south portions of the site facing Nicola Avenue to provide notification of the applications in June 2022. The signs were confirmed to remain in good condition on the site July 5, 2023.

OCP and Zoning Bylaw Amendment for 1021 and 1032 Nicola Avenue



Sign post on northern parcel



Sign post on southern parcel

To date, no comments from the public have been received. The public hearing for the OCP amendment and rezoning would provide a formal opportunity for Council to hear public comment on the applications.

OPTIONS (✓ = Staff Recommendation)

	#	Description
✓	1	Recommend to Council that the Official Community Plan and Zoning Bylaw amendments be considered for approval.
	2	Request additional information, amendments to the applications, changes to recommended conditions prior to forwarding the applications to Council.
	3	Recommend to Council that the applications be refused.

ATTACHMENTS

Attachment 1 – Letter from Bosa Properties describing the commercial/industrial hybrid use

Attachment 2 – Architectural and landscape concept drawings

Attachment 3 – Transportation Impact Assessment prepared by CTS Traffic Engineering Specialists

Attachment 4 – Technical Memorandum prepared by CTS Traffic Engineering Specialists

Attachment 5 – Watercourse report prepared by Envirowest

Lead author(s): Bryan Sherrell

Sign Amendment Bylaw – First Three Readings

RECOMMENDATION:

That Council give “Sign Bylaw, 1992, No. 2638, Amendment Bylaw, 2023, No. 4324” first three readings.

PREVIOUS COUNCIL/COMMITTEE ACTION

On July 18, 2023, Committee of Council approved:

That Council approve that the Sign Bylaw be amended to allow for an off-premise digital sign on a parcel owned by Canadian Pacific Rail.

OPTIONS (✓ = Staff Recommendation)

	#	Description
<input checked="" type="checkbox"/>	1	Give first three readings 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.

Attachment 1 – Bylaw 4324

Attachment 2 – Report to Committee, July 18, 2023

CITY OF PORT COQUITLAM
SIGN AMENDMENT BYLAW, 2023

Bylaw No. 4324

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

1. CITATION

This Bylaw is cited as “Sign Bylaw, 1992, No. 2638, Amendment Bylaw, 2023, No. 4324”.

2. ADMINISTRATION

“Sign Bylaw, 1992, No. 2638”, is amended in section 2.2 Exemptions by adding the following clause after subsection (g)(iii):

“(iv) Parcel L, Section 8, Block 6 North, Range 1 East, NWD, Plan LMP 53435”.

READ A FIRST TIME this	day of	, 2023
READ A SECOND TIME this	day of	, 2023
READ A THIRD TIME this	day of	, 2023

Mayor

Corporate Officer

Proposed Sign Bylaw Amendment

RECOMMENDATION:

That Committee of Council recommend to Council that the Sign Bylaw be amended to allow for an off-premise digital sign on a parcel owned by Canadian Pacific Rail.

PREVIOUS COUNCIL/COMMITTEE ACTION

February 14, 2017 – Council amended Sign Bylaw No. 2638 to allow off-premise digital signage to be installed on three parcels owned by Canadian Pacific Rail.

REPORT SUMMARY

The City has been asked to consider an additional location for digital billboard advertising on lands owned by Canadian Pacific Rail adjacent to Lougheed Highway. A sign bylaw amendment has been drafted in order to proceed with further consideration of the proposal.

BACKGROUND AND DISCUSSION

In 2017, the City entered into a partnership agreement with VanHorne Outdoor to install three digital signs structures on lands owned by Canadian Pacific Rail (CPR). These signs are on Lougheed Highway near Oxford Street, and at the rail bridge on Mary Hill Bypass.

VanHorne has proposed an amendment to the partnership agreement to allow for installation of a fourth digital sign structure on CPR land. The requested location is on the south side of Lougheed Highway, to the west of the Sherling Avenue intersection. The new sign structure will be similar in size and design to the existing sign at Lougheed and Oxford.

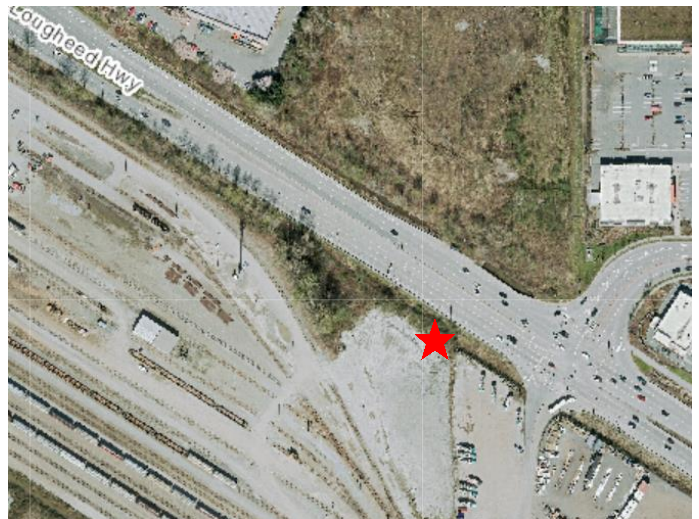


Figure 1: Approximate Sign Location

An amendment to the Sign Bylaw is required to provide for the installation of the proposed sign.

FINANCIAL IMPLICATIONS

The proposed partnership agreement would provide annual revenue and in-kind advertising to the City.

Proposed Sign Bylaw Amendment

OPTIONS (✓ = Staff Recommendation)

	#	Description
<input checked="" type="checkbox"/>	1	Support the proposed amendment to the Sign Bylaw.
<input type="checkbox"/>	2	Request additional information prior to considering the amendments.
<input type="checkbox"/>	3	Determine it does not wish to amend the Sign Bylaw at this time.

ATTACHMENTS

Attachment 1: Proposed Sign Bylaw Amendment

Lead author(s): Jennifer Little

Housing Agreement Bylaw for 3620, 3640, 3646, 3650 Westwood Street and 3639 and 3643 Woodland Drive – First Three Readings

RECOMMENDATION:

That Council give Housing Agreement Bylaw, 2023, No. 4331 for 3620,3640,3646,3650 Westwood Street and 3639 and 3643 Woodland Drive first three readings.

PREVIOUS COUNCIL/COMMITTEE ACTION

February 25, 2020 - Council amended the Official Community Plan to designate the Westwood/Woodland area as Frequent Transit Development and establish policies to guide development in the area.

September 20, 2022 - Council gave 3rd reading to Zoning Bylaw, 2008, No.3630, Amendment Bylaw, 2022, No.4282 to permit two high-rise apartment developments with ground level commercial uses at 3620, 3640, 3646, 3650 Westwood Street and 3639 and 3643 Woodland Drive. Adoption of a Housing Agreement Bylaw was set as a condition of the rezoning.

REPORT SUMMARY

This report brings forward a proposed Housing Agreement Bylaw in accordance with the requirements established by Council for the rezoning of 3620, 3640, 3646, 3650 Westwood Street and 3639 and 3643 Woodland Drive. This agreement will ensure the property is developed with rental and non-market rental housing and define affordability and tenant-eligibility requirements, as described in reports associated with the bylaw amendment processes.

BACKGROUND and DISCUSSION

On September 20th, 2022, Council gave third reading to a bylaw that would permit a mixed use development in the 3600 block of Westwood Street and Woodland Drive. The proposed development by Mosaic Avenue Development Ltd (Mosaic) includes two high-rise residential towers with ground level commercial uses fronting Westwood Street, a row of attached three-storey townhouses fronting Woodland Drive and a small pocket park at the northwest corner of Woodland Drive.

One of the rezoning conditions set by Council is adoption of a Housing Agreement to ensure the property is developed with the intended mix of rental and non-market rental housing. Accordingly, the attached housing agreement bylaw has been drafted and is recommended for approval. The agreement ensures the following:

Dwelling units: The site will be developed to include a minimum of 18,330 ft² of secured market rental dwelling units and 31,600 ft² of non-market rental dwelling units.

Management: The rental units will be managed by the owner, Mosaic, and the non-market units will be managed and operated by a housing society, BC Housing, a non-profit housing corporation or an entity approved by the City.

Housing Agreement Bylaw for 3620, 3640, 3646, 3650 Westwood Street and 3639 and 3643 Woodland Drive – First Three Readings


Average rent: The average rent for the non-market dwelling units will be for individuals and/or households whose incomes are no greater than 1/12th of 30% of 80% of the median annual income of households within Port Coquitlam as defined by Statistics Canada.

Tenant qualifier: The non-market dwelling units will be tenanted by those who have an annual household income that is at or below 80% of the median total income of households for Port Coquitlam as defined by Statistics Canada.

FINANCIAL IMPLICATIONS

None associated with this report.

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Give first three readings to the Housing Agreement Bylaw.
	2	Request additional information on the bylaw prior to further consideration.

ATTACHMENTS

Attachment 1: Draft Housing Agreement Bylaw No. 4331

Lead author(s): Graeme Muir

CITY OF PORT COQUITLAM

HOUSING AGREEMENT FOR 3620, 3640, 3646, 3650 WESTWOOD STREET AND
3639 and 3643 WOODLAND DRIVE BYLAW, 2023

Bylaw No. 4331

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

1. CITATION

This Bylaw is cited as “Housing Agreement for 3620, 3640, 3646, 3650 Westwood Street and 3639 and 3643 Woodland Drive Bylaw, 2023, No. 4331”.

2. ADMINISTRATION

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

2.2 The Agreement is in respect to housing units located on the lands with the civic addresses of 3620, 3640, 3646, 3650 Westwood Street and 3639 and 3643 Woodland Drive (to be consolidated) and legally described as:

- Lot N, Township 39, District Lot 4, New West District, Plan NWP12651, Group 1, Except Plan 44046, (REF PL 29589).
- Lot 125, Township 39, District Lot 4, New West District, Plan NWP37731
- Lot A, Township 39, District Lot 4, New West District, Plan LMP39378
- Lot 85, Township 39, District Lot 4, New West District, Plan NWP34060
- Lot 91, Township 39, District Lot 4, New West District, PLAN NWP34324
- Lot 92, District Lot 4, New West District, Plan NWP34324, Group 1

READ A FIRST TIME this _____ day of _____, 2023

READ A SECOND TIME this _____ day of _____, 2023

READ A THIRD TIME this _____ day of _____, 2023

Mayor

Corporate Officer

SCHEDULE A

SECTION 219 COVENANT — HOUSING AGREEMENT

(Section 219, *Land Title Act*)
(Section 483, *Local Government Act*)

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

BETWEEN:

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

(the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. The Owner is the registered owner of the properties situated, lying and being in the City of Port Coquitlam, in the Province of British Columbia, described in Item 2 of the Form C attached hereto (the “**Lands**”);
- B. The Owner has submitted an application to the City to rezone the Lands (the “**Rezoning Application**”) from R1 (Residential Single Dwelling 1) and CC (Community Commercial) to CD (Comprehensive Development) to permit a development (the “**Development**”) that includes the construction on the Lands of a 30-storey building comprised of approximately four commercial units, 222 residential strata lots and, within the Air Space Parcel (as defined below), 70 residential dwelling units, all of which residential dwelling units within the Air Space Parcel are to be used and occupied only as Rental Housing (the “**Rental Units**”) (the component of the Development containing the Rental Units is referred to herein as the “**Rental Component**”);
- C. In connection with the completion of the Development, the Lands will be subdivided so that the Rental Units are contained in a separate air space parcel (the “**Air Space Parcel**”);
- D. The Rezoning Bylaw was approved on third reading on September 20, 2022, after public hearing on September 20, 2022, subject to a number of preconditions, including that the Owner make arrangements to the satisfaction of the City to enter into a housing agreement pursuant to Section 483 of the *Local Government Act* securing not less than a total floor area of 31,600 square feet of secured non-market rental housing and 18,330 square feet of secured market rental housing in the Development;
- E. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements;

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

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

ARTICLE 1 – INTERPRETATION

Section 1.01 Definitions.

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

“**Agreement**” means this Section 219 Covenant — Housing Agreement together with all schedules, attachments and priority agreements attached hereto;

“**Air Space Parcel**” has the meaning ascribed thereto in Recital C;

“**Air Space Subdivision Plan**” means that air space subdivision plan of the Lands pursuant to which the Rental Component will be contained within the Air Space Parcel;

“**Arbitration Act**” means the *Arbitration Act*, S.B.C. 2020, c. 2, as amended, replaced, restated, or re-enacted from time to time;

“**Building**” means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;

“**Building Code**” means the British Columbia Building Code established by the British Columbia Building Code Regulation, B.C. Reg. 264/2012, or as may be amended, replaced, restated, or re-enacted from time to time;

“**City Solicitor**” means the City Solicitor for the City of Port Coquitlam;

“**Commencement Date**” means the date of adoption of the Rezoning Bylaw;

“**Development**” has the meaning ascribed thereto in Recital B;

“**Development Permit**” means the development permit issued, or to be issued, by the City authorizing development on the Lands, as amended from time to time, and the Development contemplated by the Rezoning Bylaw;

“**Eligible Households**” means, for any given time period, priority will be given to those (i) Households identified as being eligible by BC Housing or CMHC and (ii) Households having an annual Household Income that is at or below 80% of the median total income of households for the City of Port Coquitlam as published by Statistics Canada, referred to under the census profile “median total income of households” for Port Coquitlam, City (CY) British Columbia [Census Subdivision], or its successor in

function, for the most recent census year; provided that if Statistics Canada, or its successor in function, discontinues publication of the median total income of households for the City of Port Coquitlam, “**Eligible Households**” shall mean such other income threshold as agreed to in writing by the City and the Housing Operator operating the Non-Market Rental Units from time to time following consultation between the City, the Housing Operator, and the Owner;

“**Fair Market Rent**” means the monthly rent which would be paid for a Rental Unit as between persons dealing in good faith and at arm’s length for a similar residential dwelling of comparable size and number of bedrooms in buildings similar in location, age, quality and materials as the Market Rental Units;

“**Household**” means all of the individuals that occupy or propose to occupy a Rental Unit;

“**Household Income**” means, for any period of time, the aggregate of gross income from all sources of a Household (other than individuals under the age of 19), based on the most recent tax returns filed with the Canada Revenue Agency for that period of time;

“**Housing Operator**” has the meaning ascribed thereto in c);

“**Land Title Act**” means the *Land Title Act*, R.S.B.C., 1996, c. 250, as amended, replaced, restated, or re-enacted from time to time;

“**Land Title Office**” means the New Westminster Land Title Office;

“**Lands**” has the meaning ascribed thereto in Recital A;

“**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, c. 1, as amended, replaced, restated, or re-enacted from time to time;

“**Market Rental Unit**” means a Rental Unit for which the monthly rent charged is Fair Market Rent;

“**Non-Market Rent**” means, in respect of a Non-Market Rental Unit, the average monthly rent for all Non-Market Rental Units which shall be no greater than 1/12th of 30% of 80% of the median total income of households for the City of Port Coquitlam as defined by Statistics Canada and updated from time to time (provided that, for any year for which Statistics Canada has not updated such information, the Non-Market Rent for the following year will increase by the increase in the Consumer Price Index (All Items) for the City of Port Coquitlam during the immediately preceding year plus 2% from that payable in the immediately preceding year); (for greater certainty: (1) the Owner will not be in default under this Agreement if it charges Non-Market Rents based on the proviso set out above and if, following subsequent updating of such information by Statistics Canada, such Non-Market Rents are higher than as determined pursuant to such median total income of households as determined by Statistics Canada and (2) the Owner will not be required to reduce the Non-Market Rent in any year if the median total income for households has decreased from what it was for the immediately preceding year);

“**Non-Market Rental Unit**” means a Rental Unit occupied by an Eligible Household for which the monthly rent charged is Non-Market Rent;

“**Notice**” has the meaning ascribed thereto in 0;

“Occupancy Permit” means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands;

“Owner” has the meaning ascribed to it on Page 1 hereof and such Owner’s respective successors in title from time to time as the registered or beneficial owner from time to time of any portion of the Lands or, if subdivided as described in the Recitals above, the Air Space Parcel;

“Rental Component” has the meaning ascribed thereto in Recital B;

“Rental Housing” means a dwelling unit that is rented, and which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to individual third parties at arm’s length, for use as residential rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practice for rental residential accommodation, and subject to any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

“Rental Parking Area” means the portion of the Development to be constructed for the parking of motor vehicles, including drive-aisles and access-ways, by occupants, tenants, and invitees of the Rental Units;

“Rental Parking Stalls” has the meaning ascribed thereto in k), or such other number or mix of parking stalls as is approved by the Development Permit;

“Rental Units” has the meaning ascribed thereto in Recital B;

“Residential Tenancy Act” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as amended, replaced, restated, or re-enacted from time to time;

“Rezoning Application” has the meaning ascribed thereto in Recital B;

“Rezoning Bylaw” means the City of Port Coquitlam Zoning Bylaw, 2008, No. 3630, Amendment Bylaw, 2022, No. 4282 enacted in relation to the Rezoning Application;

“Term” has the meaning ascribed thereto in 0; and

“Zoning Bylaw” means the City of Port Coquitlam Zoning Bylaw 2008 No. 3630, as amended, replaced, restated, or re-enacted from time to time.

Section 1.02 Interpretation.

In this Agreement:

- a) any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires;
- b) wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa as the context or the parties so require;

- c) the captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof; and
- d) references to the or this “Agreement” and the words “hereof”, “herein” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Article, Section, subsection or other subdivision is a reference to the designated Recital, Article, Section, subsection or subdivision hereof.

ARTICLE II – TERM

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

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

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

ARTICLE III – RESTRICTIONS ON AND CONDITIONS OF USE AND SUBDIVISION

Section 3.01 The Owner covenants and agrees that:

- a) throughout the Term, the Lands and all Buildings situate thereon will not be used in any way that is inconsistent with the terms of this Agreement;
- b) the Owner will construct, and throughout the Term will maintain, not less than the following total floor area of Rental Units:
 - i. 18,330 square feet of Market Rental Units; and
 - ii. 31,600 square feet of Non-Market Rental Units,

in accordance with the Building Code, the Rezoning Bylaw, the Development Permit, any building permit issued pursuant thereto, and the requirements of this Agreement;

- c) in respect of each Non-Market Rental Unit:
- i. at the start of the tenancy in respect of such Non-Market Rental Unit, such Non-Market Rental Unit shall not be occupied by a Household other than an Eligible Household;
 - ii. the monthly rent charged for such Non-Market Rental Unit shall be Non-Market Rent;
 - iii. subject to the terms and conditions of any reciprocal easement agreement between the owner of the Air Space Parcel and the other components of the Development, the occupants thereof will be entitled to access to and use of (on a non-exclusive basis with the occupants of the Market Rental Units and with other users of the Development) all amenity areas available to the Rental Component (including the co-working space located on level 1 of the Development, the indoor amenity space located on level 5 of the Development and the outdoor amenity space of the Development); and
 - iv. all such Non-Market Rental Units shall be operated and managed by one or more of the following entities: (i) a housing society, (ii) BC Housing, (iii) a non-profit housing corporation, or (iv) other entity approved by the City in writing (each a "**Housing Operator**"), and the Owner shall cause each Housing Operator to enter into an agreement with the City, in form and content satisfactory to the City, pursuant to which the Housing Operator has agreed to comply with the terms of this Agreement;
- d) no Rental Unit shall be used for residential tenancies having a term of less than 30 days;
- e) throughout the Term, no Rental Units will be used or occupied except as Rental Housing;
- f) throughout the Term, but subject to 0, the Owner will not suffer, cause, or permit the Lands to be subdivided, including by way of strata plan or air space plan;
- g) throughout the Term, the Owner will not suffer, cause or permit the beneficial or registered title to or any interest in and to the Rental Component, or any portion thereof, to be sold, leased (excepting residential tenancy agreements with individuals), or otherwise transferred unless the transferee(s) of the registered and beneficial title or interest, as applicable to the interest transferred, prior to and as a condition of closing enters into an assumption agreement satisfactory to the City whereby such transferee agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- h) throughout the Term, the Owner will insure, or cause to be insured, the Rental Component and all parts thereof, to the reasonable replacement cost against perils normally insured against in the City of Port Coquitlam by reasonable and prudent owners of similar premises and lands;
- i) throughout the Term and unless and until the City consents otherwise in writing by way of an amendment to this Agreement on request of the Owner, the Owner will keep and maintain the Rental Component, including without limitation the Rental Units, in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted, and fit for human habitation and consistent with the general standards required by the *Residential Tenancy Act* and all other applicable statutes, regulations, bylaws, and rules in effect from time to time for residential rental units of similar age and character in the City of Port Coquitlam from time to time and will comply with the same, including health and safety standards applicable to the Development; provided that, subject to and in accordance with Section 532 of the *Local Government Act*, if the Rental Component or any part of thereof is damaged or destroyed by any means whatsoever including

fire, the Owner will promptly restore, repair, and replace the same whenever and as often as damage occurs to at least as good a state and condition as existed before such damage occurred;

- j) throughout the Term, upon issuance of an Occupancy Permit for the Rental Component, the Owner will post and will at all times maintain, and update from time to time as applicable, signage at the main entrance to the Rental Component which signage clearly sets out the then current name and contact information for the building operator or manager for means of contact for residents and other persons;
- k) throughout the Term, the Owner confirms and acknowledges that at all times within the Rental Parking Area, there will be not less than 48 parking stalls (the “**Rental Parking Stalls**”) and not less than 70 bicycle stalls, provided however that in the event the City requires a number or mix of parking stalls different from those set out in the Development Permit, “**Rental Parking Stalls**” shall mean the number and mix of parking stalls prescribed in the Development Permit, and without limiting the foregoing, the Owner agrees and acknowledges that the Owner, including any tenant, resident or other occupant of or visitor to any Rental Unit, will not do anything and will not enter into any arrangement with any person that prevents or could prevent the Rental Parking Stalls being available for rent by the tenants, residents or other occupant of or visitors to the Rental Units, as applicable; provided that it is acknowledged by the City that up to two (2) of the Rental Parking Stalls may be assigned for the exclusive use of a resident, tenant, or other occupant of any one Rental Unit as determined by the Owner from time to time;
- l) throughout the Term, the Owner will not amend the number or composition of the Rental Units or the Rental Parking Stalls once an Occupancy Permit for the Rental Component has been issued, without the prior written consent of the City, which consent may be arbitrarily withheld;
- m) throughout the Term, the Owner will not demolish the Rental Component or any portion thereof without the prior written consent of the City and, in any case, without a demolition permit therefor issued by the City in the City’s sole discretion, and following any such demolition the Owner will use and occupy any replacement rental development that may be constructed within the Rental Component in compliance with this Agreement to the same extent and in the same manner as this Agreement applies to the original Rental Component or portion thereof; and
- n) the Owner will include in each tenancy agreement in respect of a Non-Market Rental Unit, to the extent permitted by the *Residential Tenancy Act*, a clause entitling the Owner to terminate such tenancy agreement if:
 - i. the Non-Market Rental Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - ii. the tenant of such Non-Market Rental Unit subleases the Non-Market Rental Unit or assigns the tenancy agreement in the whole or in part,

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

circumstances described in subparagraphs (i) and (ii) above, or such longer period as the Owner considers to be fair and reasonable given the circumstances of the termination.

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

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

ARTICLE IV – OCCUPANCY RESTRICTION ON THE LANDS

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

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

ARTICLE V – RECORD KEEPING

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

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

ARTICLE VI – SUBDIVISION OF THE LANDS

Section 6.01 Notwithstanding f), subject to compliance with all applicable requirements of the City's Approving Officer and City Council, this Agreement, and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by the deposit of an air space subdivision plan, provided that the Rental Component will thereafter be contained within one single air space parcel, and the residents, tenants, or other occupants of, or visitors to, the Rental Component are provided with registered easements that grant, *inter alia*, use and access to facilities and amenities for the exclusive or shared use of the Rental Component, including without limitation, the Rental Parking Area.

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

- a) as the Lands have not yet been subdivided to create the Air Space Parcel as of the date of this Agreement, the City may file the Notice of this Agreement in the Land Title Office on title to the Lands, provided that preparation and land title filing costs for such Notice will be borne by the Owner; and
- b) following the deposit of the Air Space Subdivision Plan and the issuance of a final Occupancy Permit for the Rental Component, the Owner may apply to the City for a partial release of the Notice (and any covenant registered pursuant to Section 219 of the *Land Title Act* in respect of this Agreement) from title to all of the Lands other than the Air Space Parcel, and the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to consent to the release of the Notice (and any covenant registered pursuant to Section 219 of the *Land Title Act* in respect of this Agreement) as aforesaid such that the Notice (and any covenant registered pursuant to Section 219 of the *Land Title Act* in respect of this Agreement)

is filed solely upon the title of the Air Space Parcel, and if desired by the City in the City's sole discretion, to fully release the Notice (and any covenant registered pursuant to Section 219 of the *Land Title Act* in respect of this Agreement) and to file a new Notice (including any covenant registered pursuant to Section 219 of the *Land Title Act* in respect of this Agreement) in replacement against title to the Air Space Parcel, and this Agreement shall be and remain in full force and effect and, but for the partial release or full release, as applicable, unamended, provided further that:

- i. the City Solicitor is satisfied that such release will not unreasonably alter, restrict, or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Component or in respect of the Air Space Parcel pursuant to this Agreement;
- ii. any such partial or full release will be prepared by the Owner at its sole cost and will be in form and substance acceptable to the City Solicitor;
- iii. the City will have a reasonable amount of time to review, execute, and return any such release to the Owner; and

- iv. all preparation and land title filing costs associated with any such partial release will be borne by the Owner;

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

ARTICLE VII – INDEMNITY

Section 7.01 As an integral part of this Agreement, pursuant to Section 219(6)(a) of the *Land Title Act*, the Owner hereby indemnifies the City from and against any and all liability, actions, causes of action, claims, suits, proceedings, judgements, damages, expenses, demands, losses and expenses (including the full amount of all legal fees and disbursements incurred by the City to enforce the restrictions under 0 of this Agreement) at any time suffered or incurred by, or brought against, the City, or any of its elected or appointed officials, officers, employees or agents, arising from or connected with any breach of this Agreement or the enforcement by the City of this Agreement.

Section 7.2 The Owner covenants and agrees with the City that, in addition to any other remedies available to the City under this Agreement or at law or equity, if the Owner defaults under the terms of this Agreement, including without limitation omitting, failing or neglecting to carry out any of its obligations contained in this Agreement and doing or carrying out an act contrary to the Owner's obligations contained in this Agreement:

- a) the Owner shall rectify such default within 30 days' of receipt of written notice of such default to the Owner by the City;
- b) if the Owner fails to cure such default to the satisfaction of the City within the required time frame specified in a), the City may deliver to the Owner a second notice in respect of such default and, if the Owner fails to cure such default to the satisfaction of the City within 30 days after receipt by the Owner of such second notice, then the City may, but is under no obligation to, enter onto the Lands and rectify such default to the extent considered necessary

by the City (provided that if the City, in case of emergency, does not consider that it has time to deliver either the notice referred to in a) or such second notice, it may, but is under no obligation to, enter onto the Lands and rectify such default to the extent considered necessary by the City);

- c) if the Owner fails to take such positive action as the City considers necessary to rectify any default as provided for herein, the City may apply to court for a mandatory or prohibitive order requiring the Owner to take such action; and
- d) the Owner shall pay to the City on demand the aggregate of the City's costs of rectifying any default of the Owner under this Agreement together with any other fees, costs, and other amounts the Owner may owe to the City from time to time pursuant to or arising from this Agreement, plus a sum equal to 15% of the collective amount of such fees, costs, and other monies on account of the City's overhead costs, provided that the City will be entitled to grant full or partial relief to the Owner from such obligation to pay, and if the Owner fails to pay such amounts to the City within 30 days from the date the Owner receives any such demand from the City, any and all arrears will bear interest from the date of demand to the date of payment at the prime rate of the Bank of Nova Scotia plus 3% per annum.

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

ARTICLE VIII – GENERAL PROVISIONS

Section 8.01 Amendment.

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

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

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

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

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

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

consent of the Owner and a bylaw duly passed by City Council and thereafter if an amendment is signed by the City and the Owner.

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

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

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

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

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

Section 8.12 Severability. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

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

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

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

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

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

- a) the Clerk of the City or the Owner, or its successor in title, or a director of the Owner or successor in title, if applicable, has been served personally, on the date of service; or

- b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to, in the case of the City, at the address provided in this Agreement, or in the case of the Owner, or its successor in title, at the address noted on the Certificate of Title for the Lands, or to whatever address a party may from time to time provide to the other party.

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

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

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

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

Delegation of Authority Amendment Bylaw – Adoption


RECOMMENDATION:

That Council adopt “Delegation of Authority Bylaw, 2014, No. 3876, Amendment Bylaw, 2023, No. 4325”.

PREVIOUS COUNCIL/COMMITTEE ACTION

On July 11, 2023, Council approved first three readings of “*Delegation of Authority Bylaw, 2014, No. 3876, Amendment Bylaw, 2023, No. 4325*”.

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Adopt the bylaw.
	2	Request that additional information be received and determine next steps after receipt of that information.
	3	Decline adoption of the bylaw, which will retain the existing bylaw.

Attachment 1 – Bylaw 4325

Attachment 2 – Report to Council, July 11, 2023

CITY OF PORT COQUITLAM

DELEGATION OF AUTHORITY AMENDMENT BYLAW, 2023

Bylaw No. 4325

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

1. CITATION

This Bylaw is cited as “Delegation of Authority Bylaw, 2014, No. 3876, Amendment Bylaw, 2023, No. 4325”.

2. ADMINISTRATION

2.1 In Part I: Delegated Authorities & Procedures, Business Licensing, section 6 is replaced with the following:

“An applicant for a business license who is denied the license by a decision of the Manager of Planning or the Manager of Bylaw Services is entitled to reconsideration. The applicant may submit a request for reconsideration in writing to Council, within 30 days of the licence being denied. This request will be placed on the next reasonably convenient Council Meeting Agenda and Council will provide a final ruling on the matter.”

2.2 In Part II: Administrative Authorities, a new section 42 is added as follows and the remaining items renumbered accordingly:

“42. Information Sharing Agreements approved on behalf of the City shall be executed by both the Mayor and the Corporate Officer (or Chief Administrative Officer.”

2.2 In Schedule “A”, Section 3 (a), the words “Her Majesty Queen Elizabeth II” is replaced with “His Majesty King Charles III”.

READ A FIRST TIME this	11 th day of	July, 2023
READ A SECOND TIME this	11 th day of	July, 2023
READ A THIRD TIME this	11 th day of	July, 2023
ADOPTED this	day of	, 2023

Mayor

Corporate Officer

Delegation of Authority Amendment Bylaw – First Three Readings

RECOMMENDATION:

That Council give “Delegation of Authority Bylaw, 2014, No. 3876, Amendment Bylaw, 2023, No. 4325” first three readings.

PREVIOUS COUNCIL/COMMITTEE ACTION

None.

REPORT SUMMARY

This report outlines housekeeping amendments to the City’s *Delegation of Authority Bylaw* including adding a time limit for reconsideration of a business license, a new delegated authority to enter into Information Sharing Agreements and an updated reference to the current sovereign.

BACKGROUND

Section 154 of the *Community Charter* provides Council with the authority to delegate, by Bylaw, certain powers, duties and functions to officers and employees of the City. From time to time it is necessary to amend the Bylaw to reflect changes to the City’s corporate structure, legislative requirements, or business needs.

OPTIONS (✓ = Staff Recommendation)

	#	Description
<input checked="" type="checkbox"/>	1	Give first three readings to the Bylaw.
<input type="checkbox"/>	2	Defer first three readings of the Bylaw pending receipt of further information (to be specified).
<input type="checkbox"/>	3	Decline first three readings, which will retain the existing Bylaw as is.

ATTACHMENTS

Attachment 1: Bylaw No. 4325

Zoning Amendment Bylaw for 3290 Finley Street - Adoption

RECOMMENDATION:

That Council adopt "Zoning Bylaw, 2008, No. 3630, Amendment Bylaw, 2022, No. 4258".

PREVIOUS COUNCIL/COMMITTEE ACTION

On February 22, 2022, Council approved:

That Council give "Zoning Bylaw, 2008, No. 3630, Amendment Bylaw, 2022, No. 4258" third reading, including all conditions identified at second reading.


On February 8, 2022, Committee of Council recommended that Council:

1. *The zoning of 3290 Finley Street be amended from RS1 (Residential Single Dwelling 1) to RS2 (Residential Single Dwelling 2).*
2. *Prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:*
 - a. *Installation of protective fencing for on-site trees;*
 - b. *Completion of design and submission of securities and fees for off-site works and services; and,*
 - c. *Registration of a legal agreement to ensure that the building design of each dwelling is substantially different in massing, location of windows, balconies and decks, façade materials and a high quality of landscaping.*

REPORT SUMMARY

The Director of Development Services has confirmed that all conditions above have been met and the Bylaw may proceed for adoption.

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Adopt the bylaw.
	2	Request that additional information be received and determine next steps after receipt of that information.
	3	Decline adoption of the Bylaw, which will retain the existing zoning designation for the site.

Attachment 1 – Bylaw 4258

Attachment 2 – Report to Committee, January 18, 2022

CITY OF PORT COQUITLAM
ZONING AMENDMENT BYLAW, 2022
Bylaw No. 4258

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, 2021, No. 4258”.

2. ADMINISTRATION

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

Civic: 3290 Finley Street

Legal: Lot 14, Section 6, Township 40, New West District, Plan NWP 21492

From: RS1 (Residential Single Dwelling 1)

To: RS2 (Residential Single Dwelling 2)

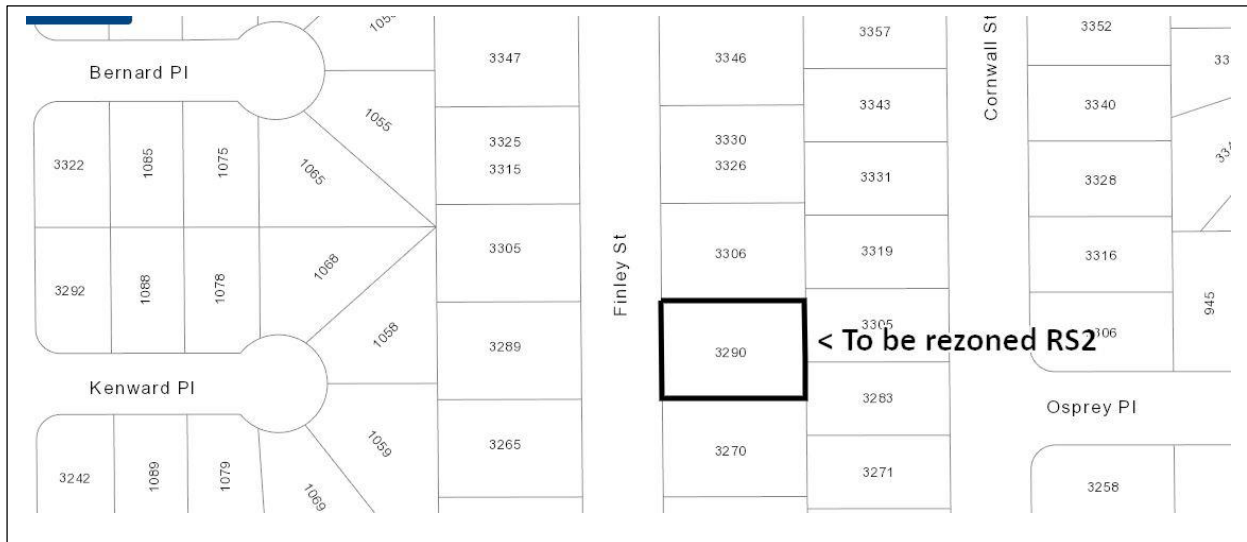
as shown on Schedule 1 attached to and forming part of this Bylaw.

READ A FIRST TIME this	8 th day of	February, 2022
READ A SECOND TIME this	8 th day of	February, 2022
PUBLIC HEARING held	22 nd day of	February, 2022
READ A THIRD TIME this	22 nd day of	February, 2022
ADOPTION TIME this	day of	, 2023

Mayor

Corporate Officer

SCHEDULE 1



RECOMMENDATION:

That Committee of Council recommend to Council:

1. The zoning of 3290 Finley Street be amended from RS1 (Residential Single Dwelling 1) to RS2 (Residential Single Dwelling 2).
2. Prior to adoption of the amending bylaw, the following conditions be met to the satisfaction of the Director of Development Services:
 - (a) Installation of protective fencing for on-site trees;
 - (b) Completion of design and submission of securities and fees for off-site works and services; and,
 - (c) Registration of a legal agreement to ensure that the building design of each dwelling is substantially different in massing, location of windows, balconies and decks, façade materials and a high quality of landscaping.

REPORT SUMMARY

This report provides for consideration of a rezoning application to amend the zoning at 3290 Finley Street from RS1 (Residential Single Dwelling 1) to RS2 (Residential Single Dwelling 2) to facilitate its subdivision into two lots. The proposal is in keeping with policy in the Official Community Plan to support a rezoning that would result in a public benefit of upgraded offsite road infrastructure and will retain mature trees at the rear of the property. The report recommends a set of conditions be met as part of the rezoning to achieve these objectives and approval is recommended.

BACKGROUND

Proposal: The applicant, Lilian Kan, has proposed to rezone the property at 3290 Finley Street to RS2 in order to subdivide the property into two lots.

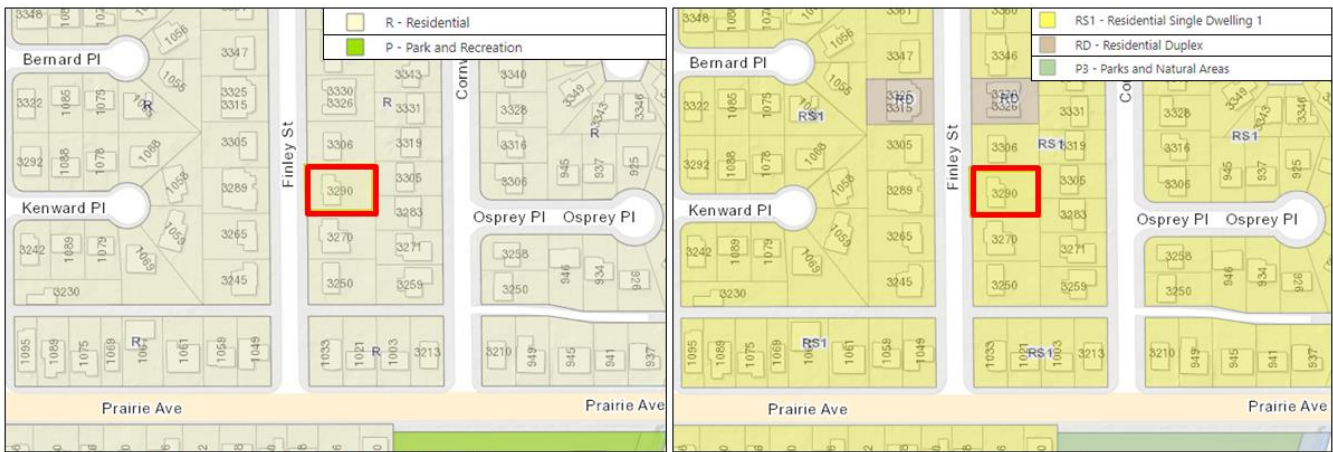
Context: The 876 m² (9,431 ft²) site is currently developed with an older two storey single-residential home and located mid-block on the east side of Finley Street. The neighbourhood is comprised of a mix of older and newer one and two-storey single-residential homes and duplexes that vary in size. Cedar Drive Park is within proximity to the subject property to the south. There is another active rezoning application within the neighbourhood (3265 Finley Street) for the purpose of subdivision that is currently sitting at Third Reading.

Rezoning Application for 3290 Finley Street



Location map

Policy and Regulations: The land use designation in the Official Community Plan for the site is Residential. The property is currently zoned RS1 – Residential Single Dwelling 1. OCP housing policy allows for consideration of rezoning from RS1 to RS2 to facilitate subdivision, if the rezoning would result in a public benefit.



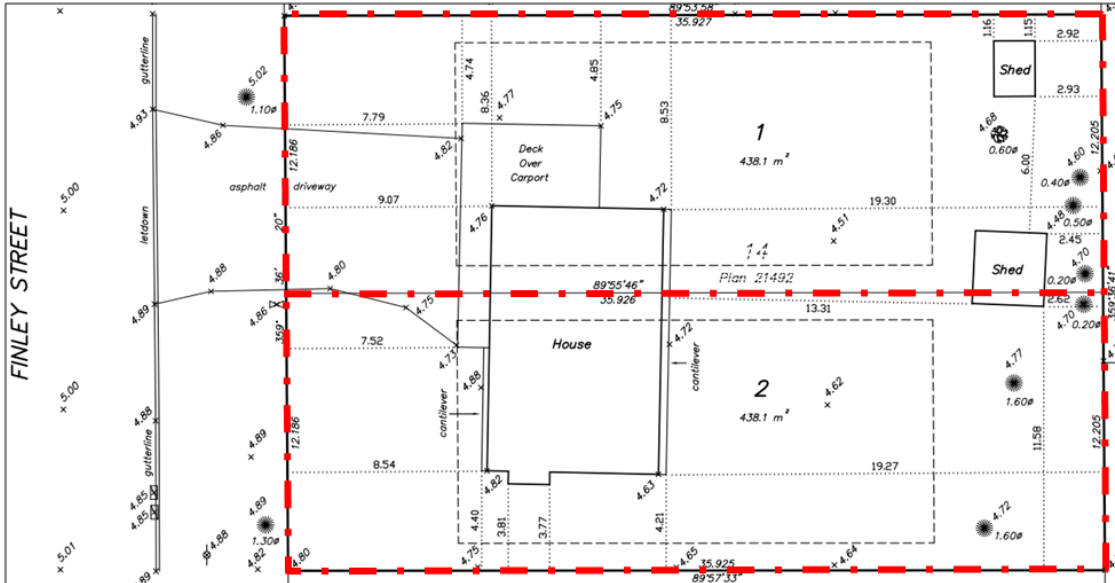
Current OCP Land Designation

Current Zoning

Proposed Subdivision: The applicant has provided a preliminary plan of subdivision to demonstrate the site would meet the minimum lot area and dimensions to comply with the subdivision regulations in the Zoning Bylaw for the proposed RS2 zone. Regulations for the RS2 zone would permit a maximum height of 7.5 metres (approximately 2.5 storeys), a floor area ratio of 0.5, and required associated setbacks, lot coverage, building depth and impervious surface.

Rezoning Application for 3290 Finley Street

Vehicle access to the property will be off of Finley Street, which is a local road, as there is no lane access.

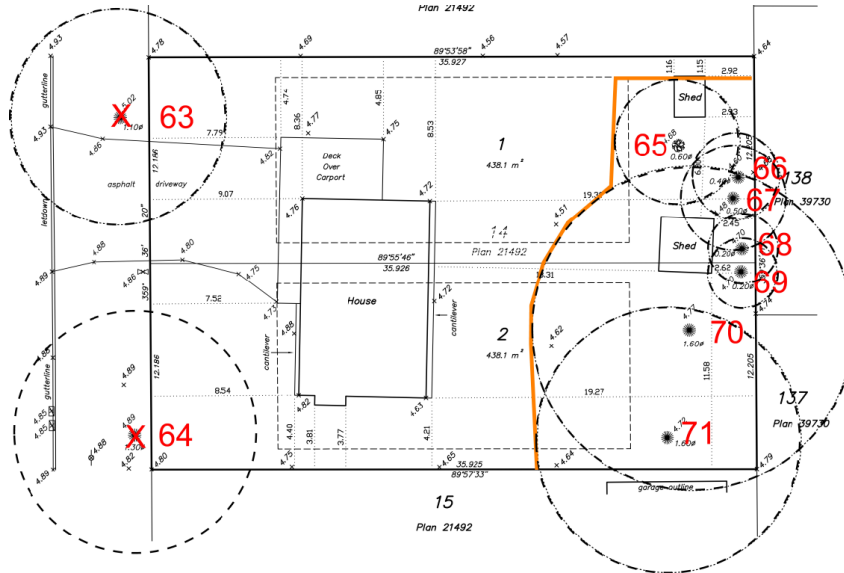


	RS2 Zone Regulation	Proposed Lot 1	Proposed Lot 2
Minimum Lot Area	375m ² (4,036.6 sq.ft.)	438m ² (4,714 sq.ft.)	438m ² (4,714 sq.ft.)
Lot Width	12m (39.4ft)	12.19m (39.9 ft)	12.19m (39.9 ft)
Lot Depth	28m (91.9ft)	35.9m (117ft)	35.9m (117ft)

On-site and off-site Trees: The property contains seven trees onsite, with an additional two trees in the City's right-of-way at the front, shown in the image below. All seven trees on the property are proposed to be retained and protected during construction, including several Western red cedars and a Sitka ash.

The arborist report, appended as Attachment 1, identifies the two trees on City property, a Western redcedar and Juniper, to be in declining health due to powerline pruning and structure root decay. The critical root zone of the trees would also be in direct conflict with driveway accesses to the lots. City Arborists have inspected the trees and agree with the assessment in the arborist report and recommendation for removal. Replanting of two new trees will be required. All protection, removal and replacement of trees would be in accordance with the City's Tree Bylaw.

Rezoning Application for 3290 Finley Street



Off-site Infrastructure and Servicing: Provisions for off-site improvements prior to adoption of the rezoning bylaw is recommended to ensure the requirements of the Subdivision Servicing Bylaw are met. The improvements include road, sidewalk, street lighting, street trees and service replacement and upgrades as necessary along Finley Street. The site is required to be serviced with underground Hydro and telecommunication connections. A new hydrant is also to be provided on Finley Street.

DISCUSSION

The proposed subdivision would meet the increasing demand for ground-oriented housing in the community and is in keeping with Council direction to consider a rezoning if it would result in a public benefit such as off-site infrastructure improvements, design and landscaping that would achieve a superior quality of design to fit into the context of the established neighbourhood character.

To achieve this policy direction, a number of restrictions are recommended as conditions of rezoning:

- A covenant to ensure:
 - Dwellings to be substantially different in appearance from adjacent buildings as defined by building massing, window location, balconies, decks, façade materials and finishing;
 - Second storeys to be stepped back, recessed, or articulated to reduce visual impact;
 - Building massing that transitions to adjacent residential homes;
 - Landscaping to include hedges, fences, or planting beds along interior side yard lines to create screening; and
 - Minimum of one large tree (height of no less than 3 m) to be planted in the front yard of each lot.

- Submission of civil design and fees and securities for off-site works and services.

Rezoning Application for 3290 Finley Street

The proposal also meets the intent of OCP environmental policies to minimize the impact on trees and vegetation as much as possible. Protective tree fencing will be required to be installed prior to demolition of the existing building in accordance with the City Tree Bylaw.

The proposed rezoning is in keeping with the land use policies of the Official Community Plan and recommended for approval.

FINANCIAL IMPLICATIONS

The rezoning from one larger lot to two smaller lots has the potential for increased property assessment values resulting in an increase in property tax and utility fee revenue once development occurs.

PUBLIC CONSULTATION


A development sign has been posted on the property fronting Finley Street. This sign was confirmed to remain in good condition on the site January 13th, 2021.

Planning staff have not received any comments in association with the rezoning application. If the application proceeds to Public Hearing, the city would provide notification by mail to residents located within 120m of the site and advertise the Public Hearing in the newspaper.



Rezoning Application for 3290 Finley Street

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	Recommend to Council that the zoning of 3290 Finley Street be amended from RS1 to RS2 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 dated November 2021

Lead author(s): Graeme Muir

STICKLEBACK ENVIRONMENTAL

TREE EVALUATION REPORT

3290 FINLEY STREET

PORT COQUITLAM, B.C.

REVISION 1

PREPARED BY: STICKLEBACK ENVIRONMENTAL NOVEMBER 2021



1.0 Overview

Stickleback Environmental was retained by Noura Homes for the purpose of assessing tree resources and making recommendations for tree retention and removal for the proposed rezoning at 3290 Finley Street in Port Coquitlam, BC.

2.0 Methodology

On May 20, 2021 the project area was traversed on foot and a tree inventory was conducted. Trees of permit size in the property boundaries were tagged visually assessed for defects. Tools used during the tree inventory include a diameter tape measure, wooden mallet, binoculars, range finder, clinometer and compass. Approximate tree height, species, diameter at breast height (DBH), live crown ratio (LCR), drip line, general condition and defects were recorded. During the site visit weather conditions were clear with no wind.

3.0 Results / Findings

3290 Finley Street is a 876.2 m² lot zoned RS1 Residential Single Dwelling 1. It is bounded to the north by 3306 Finley Street, to the south by 3270 Finley Street to the east by 3305 and 3283 Cornwall Street and to the west by Finley Street. The site has grassed front and rear yards with a single home in the center of the lot. Tree resources at the site consisted of two offsite trees in the west adjacent to Finley Street and six western red cedar and one sitka mountain ash (*Sorbus sitchensis*) in the rear yard. Tree conditions are listed in Table 1, and tree locations are shown in the Tree Preservation and Removal Plan.

4.0 Tree Preservation Summary

Trees were evaluated for their preservation based upon condition, health, location and species factors. Trees which were in conflict with the proposed development footprint, with poor health, or of little long term retention value were recommended for removal. The Tree Preservation and Removal Plan attached visually depicts trees to be retained or removed based on the proposed lot layout. A tree cutting permit must be obtained prior to tree removal and a copy of the Tree Cutting Permit must be posted in a highly visible location onsite throughout the duration of the tree removal process.

5.0 Tree Replacement

Tree replacement as per the City of Port Coquitlam *Tree Bylaw, 2019, No. 4108* (the Bylaw) Section 7 requires one replacement tree for each tree removed, and two replacement trees for each significant tree removed that is greater than or equal to 60cm DBH. No replacement tree is required where the largest stem of the tree is within 5m of the largest stem of another tree on the property.

Replacement trees shall be a minimum of 5.0 cm caliper if deciduous and a minimum height of 2m if coniferous.

No onsite trees are to be removed and two offsite city trees are recommended for removal. Of the trees to be removed none are within 5m of another tree onsite and none are defined as significant

trees and as such only require a 1:1 tree replacement ratio. The total number of replacement trees is two (2).

The type and locations of replacement trees is deferred to the landscape design phase of the project.

The City of Port Coquitlam requires a \$500 security deposit for each replacement tree to be planted. For this site, based on two (2) replacement trees, a security deposit of \$1,000.00 will be required.

Table 1: Tree Assessment.

Tag	Species	DBH (cm)	Ht (m)	LCR	Drip line*	Recommendation	Condition Assessment
63	Western red cedar <i>Thuja plicata</i>	105	19	80	5	Remove with owner's permission	Offsite tree located near west property boundary. Asphalt driveway 1m south of stem with roots lifting asphalt. Asymmetric canopy pruned for power line clearance. Some mower damage on surface roots. Fair condition. 6.3m critical root radius in conflict with proposed driveway.
64	Juniper <i>(Juniper sp.)</i>	49,40, 43	19	70	3.5	Remove with owner's permission	Offsite tree located near west property boundary. Triple stem, south stems with slight lean to southeast. Major structural roots with dead wood and longitudinal cracking up root into lower stem. Bark beetles present in lower portion of tree. Targets are adjacent home & occupants, parked cars and fence. Likelihood of Failure: Probable; Likelihood of Failure and Impact: (Very likely to Likely); Consequence of Failure: Significant to Severe; Risk rating: High to Extreme. Remove with owner's permission.
65	Sitka mountain ash (<i>Sorbus sitchensis</i>)	39,36	9	55	4.5	Retain	Dual stem. Shed (no visible foundation) 1.5m north and in root zone. Good condition. 3.7m radius root protection zone.
66	Western red cedar <i>Thuja plicata</i>	42	16	80	3.5	Retain	Good condition. Debris/materials stored in root zone. 2.7m radius root protection zone.
67	Western red cedar <i>Thuja plicata</i>	51	16	80	3.5	Retain	Good condition. Debris/materials stored in root zone. 3.1m radius root protection zone. Shed with no visible foundation in outer root zone. Care to be taken during shed removal to prevent disturbance to root zone
68	Western red cedar <i>Thuja plicata</i>	26	12	80	2.5	Retain	Good condition. Debris/materials stored in root zone. 2m radius root protection zone. Shed with no visible foundation in outer root zone. Care to be taken during shed removal to prevent disturbance to root zone

Tag	Species	DBH (cm)	Ht (m)	LCR	Drip line*	Recommendation	Condition Assessment
69	Western red cedar <i>Thuja plicata</i>	23	12	80	2.5	Retain	Good condition. Debris/materials stored in root zone. 2m radius root protection zone. Shed with no visible foundation in outer root zone. Care to be taken during shed removal to prevent disturbance to root zone
70	Western red cedar <i>Thuja plicata</i>	145	26	80	6	Retain	Large veteran tree in good condition. Multi-stems at 8m height at previous topping/failure point. Old laundry line steel incorporated into trunk. Some surface rooting with mower damage. Good condition. 8.7 m radius root protection zone.
71	Western red cedar <i>Thuja plicata</i>	120	28	80	5.5	Retain	Dual stem with debris/materials in root zone. Concrete foundation from neighbouring structure 1m to south and drip line over roof of this structure. Some surface rooting with mower induced scarring. Fair health and structure. .7.2 m radius root protection zone.

*Drip line radius

Photographs



Photograph 1: 3290 Finley Street.



Photograph 2: Tree #63 offsite with roots lifting asphalt.



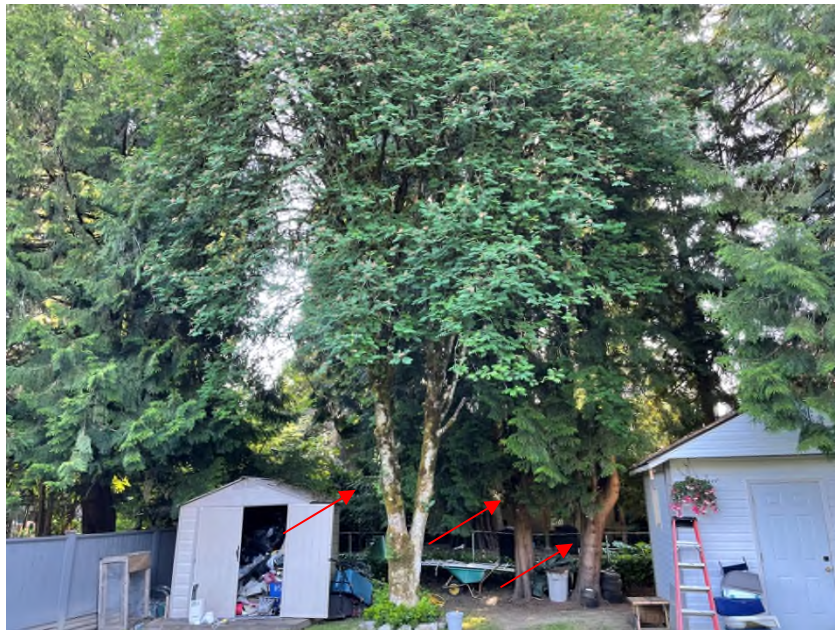
Photograph 3: Tree #64 offsite on the west boundary.



Photograph 4: Dead wood with longitudinal cracking from structural root through lower stem in tree #64.



Photograph 5: Bark beetles in root collar of tree #64.



Photograph 6: From left to right, tree #65 #66, and #67 in the rear yard.

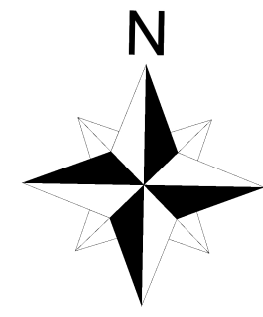


Photograph 7: Trees #68 and #69 along the rear fence line.



Photograph 8: Trees #70 (left) and #71 (right) in the rear yard.

TREE PRESERVATION
AND REMOVAL DIAGRAM
3290 Finley Street
Port Coquitlam B.C.



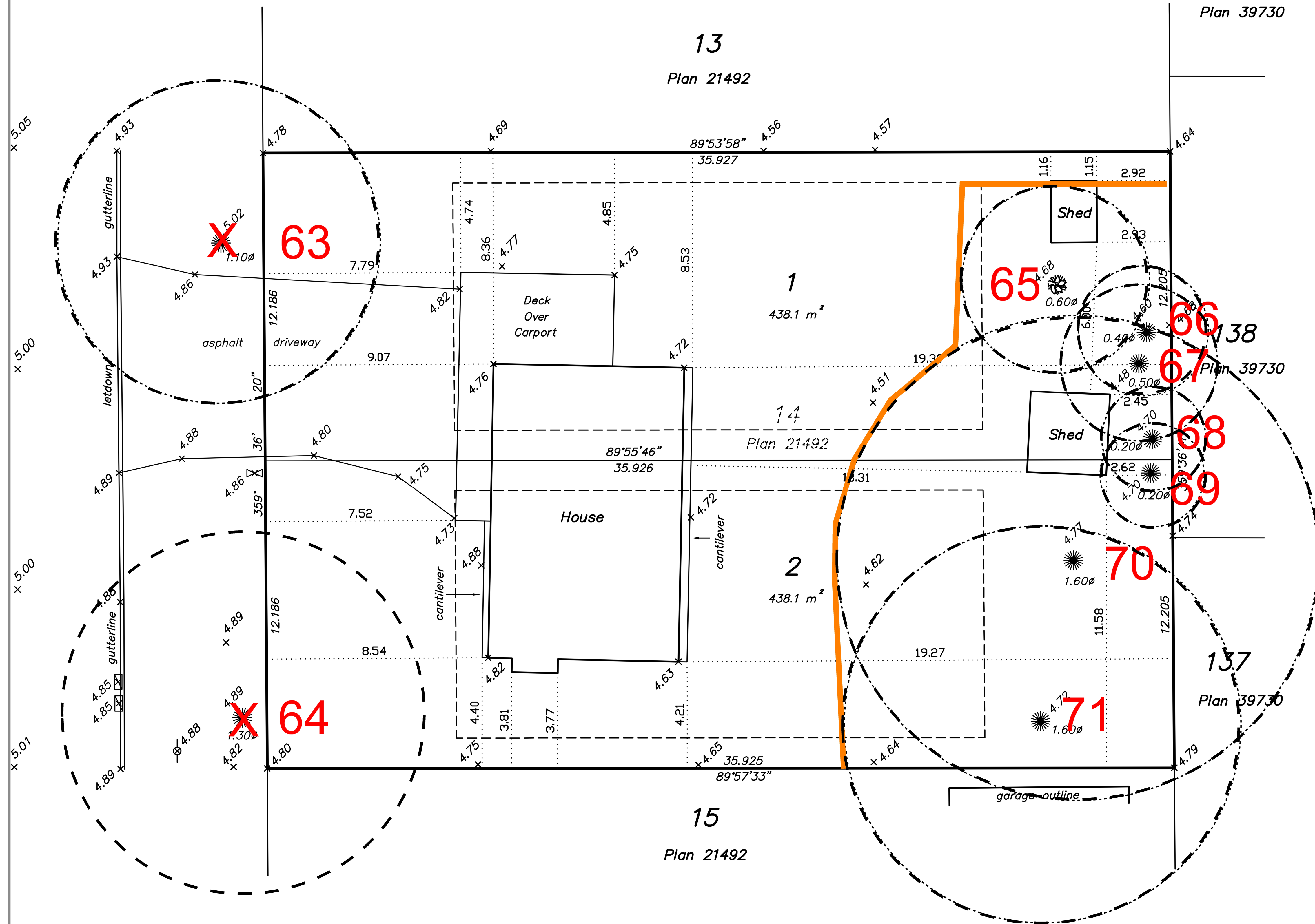
All distances are in metres

139




Plan 39730

13

Plan 21492



Legend

-  - Tree Removal
-  - Critical Root Radius
-  - Tree Protection Fence

Limitations of this Assessment

This Assessment is based on the circumstances and observations as they existed at the time of the site inspection of the Client's Property and the trees situate thereon by Stickleback Environmental and upon information provided by the Client to Stickleback Environmental. The opinions in this Assessment are given based on observations made and using generally accepted professional judgment, however, because trees and plants are living organisms and subject to change, damage and disease, the results, observations, recommendations, and analysis as set out in this Assessment are valid only as at the date any such testing, observations and analysis took place and no guarantee, warranty, representation or opinion is offered or made by Stickleback Environmental as to the length of the validity of the results, observations, recommendations and analysis contained within this Assessment. As a result the Client shall not rely upon this Assessment, save and except for representing the circumstances and observations, analysis and recommendations that were made as at the date of such inspections. It is recommended that the trees discussed in this Assessment should be re-assessed periodically.

Further Services

Neither Stickleback Environmental, nor any assessor employed or retained by Stickleback Environmental (the "Assessor") for the purpose of preparing or assisting in the preparation of this Assessment shall be required to provide any further consultation or services to the Client, save and except as already carried out in the preparation of this Assessment and including, without limitation, to act as an expert witness or witness in any court in any jurisdiction unless the Client has first made specific arrangements with respect to such further services, including, without limitation, providing the payment of the Assessor's regular hourly billing fees.

Stickleback Environmental accepts no responsibility for the implementation of all or any part of the Assessment, unless specifically request to examine the implementation of such activities recommended herein. In the event that inspection or supervision of all or part of the implementation is request, that request shall be in writing and the details agreed to in writing by both parties.

Assumptions

The Client is hereby notified and does hereby acknowledge and agree that where any of the facts and information set out and referenced in this Assessment are based on assumptions, facts or information provided to Stickleback Environmental by the Client and/or third parties and unless otherwise set out within this Assessment, Stickleback Environmental will in no way be responsible for the veracity or accuracy of any such information. Further, the Client acknowledges and agrees that Stickleback Environmental has, for the purposes of preparing their Assessment, assumed that the Property, which is the subject of this Assessment is in full compliance with all applicable federal, provincial, municipal and local statutes, regulations, by-laws, guidelines and other related laws. Stickleback Environmental explicitly denies any legal liability for any and all issues with respect to non-compliance with any of the above-referenced statutes, regulations, bylaws, guidelines and laws as it may pertain to or affect the Property to which this Assessment applies.

Publication



The Client acknowledges and agrees that all intellectual property rights and title, including without limitation, all copyright in this Assessment shall remain solely with Stickleback Environmental. Possession of this Assessment, or a copy thereof, does not entitle the Client or any third party to the right of publication or reproduction of the Assessment for any purpose save and except where Stickleback Environmental has given its prior written consent. This Assessment may not be used for any other project or any other purpose without the prior written consent of Stickleback Environmental.

Neither all nor any part of the contents of this Assessment shall be disseminated to the public through advertising, public relations, news, sales, the internet or other media (including, without limitation, television, radio, print or electronic media) without the prior written consent of Stickleback Environmental.

Restriction of Assessment

The Assessment carried out was restricted to the Property. No assessment of any other trees or plants has been undertaken by Stickleback Environmental. Stickleback Environmental are not legally liable for any other trees or plants on the Property except those expressly discussed herein. The conclusions of this Assessment do not apply to any areas, trees, plants or any other property not covered or referenced in this Assessment.

Professional Responsibility

In carrying out this Assessment, Stickleback Environmental and any Assessor appointed for and on behalf of Stickleback Environmental to perform and carry out the Assessment has exercised a reasonable standard of care, skill and diligence as would be customarily and normally provided in carrying out this Assessment. The Assessment has been made using accepted arboricultural techniques. These include a visual examination of each tree for structural defects, scars, external indications of decay such as fungal fruiting bodies, evidence of insect attack, discolored foliage, the condition of any visible root structures, the degree and direction of lean (if any), the general condition of the tree(s) and the surrounding site, and the current or planned proximity of property and people. Except where specifically noted in the Assessment, none of the trees examined on the property were dissected, cored, probed, or climbed and detailed root crown examinations involving excavation were not undertaken.

While reasonable efforts have been made to ensure that the trees recommended for retention are healthy, no guarantees are offered, or implied, that these trees, or all parts of them will remain standing. It is professionally impossible to predict with absolute certainty the behaviour of any single tree or group of trees, or all their component parts, in all given circumstances. Inevitably, a standing tree will always pose some risk. Most trees have the potential to fall, lean, or otherwise pose a danger to property and persons in the event of adverse weather conditions, and this risk can only be eliminated if the tree is removed.

Without limiting the foregoing, no liability is assumed by Stickleback Environmental or its directors, officers, employers, contractors, agents or Assessors for:

- a) any legal description provided with respect to the Property;
- b) issues of title and or ownership respect to the Property;



- c) the accuracy of the Property line locations or boundaries with respect to the Property; and
- d) the accuracy of any other information provided to Stickleback Environmental by the Client or third parties;
- e) any consequential loss, injury or damages suffered by the Client or any third parties, including but not limited to replacement costs, loss of use, earnings and business interruption; and
- f) the unauthorized distribution of the Assessment.

The total monetary amount of all claims or causes of action the Client may have as against Stickleback Environmental, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited solely to the total amount of fees paid by the Client to Stickleback Environmental for which this Assessment was carried out.

Further, under no circumstance may any claims be initiated or commenced by the Client against Stickleback Environmental or any of its directors, officers, employees, contractors, agents or Assessors, in contract or in tort, more than 12 months after the date of this Assessment.

Third Party Liability

This Assessment was prepared by Stickleback Environmental exclusively for the Client. The contents reflect Stickleback Environmental best assessment of the trees and plants situate on the Property in light of the information available to it at the time of preparation of this Assessment. Any use which a third party makes of this Assessment, or any reliance on or decisions made based upon this Assessment, are made at the sole risk of any such third parties. Stickleback Environmental accepts no responsibility for any damages or loss suffered by any third party or by the Client as a result of decisions made or actions based upon the use or reliance of this Assessment by any such party.

Intellectual Property Ownership

All legal rights and ownership in all drawings, renderings, images, deliverables and work product in any form prepared by Stickleback Environmental and its directors, officers, employees, representatives and agents in the performance of the Services, and all intellectual property in such drawings, renderings, images, deliverables and work product in any form, including without limitation, all copyright and moral rights, are reserved unto and at all times shall remain the property of Stickleback Environmental. Notwithstanding anything to the contrary in this Agreement, Stickleback Environmental shall have the unrestricted right to utilize all its intellectual property in other contexts, including the rights to use its intellectual property for its own purposes. Unauthorized distribution and/or alteration of Stickleback Environmental intellectual property by the Client or third parties or for any other use not expressly permitted herein is strictly prohibited, save and except with the prior written consent of Stickleback Environmental.

General

Any plans and/or illustrations in this Assessment are included only to help the Client visualize the issues in this Assessment and shall not be relied upon for any other purpose. This report is best viewed in colour. Any copies printed in black and white may make some details difficult to properly understand. Stickleback Environmental accepts no liability for misunderstandings due to a black and white copy of the report.



The Assessment has a cover page plus 13 pages. It shall be considered as a whole, no sections are severable, and the Assessment shall be considered incomplete if any pages are missing.

Dated: November 25, 2021

Stickleback Environmental

Per:

Authorized Signatory

A handwritten signature in black ink, appearing to read 'Andrew Booth', with a long, sweeping horizontal stroke extending to the right.

Andrew Booth, B.Sc., R.P.Bio, QEP,
ISA Certified Arborist (PN6580-A), TRAQ

Attachments: Photographs, Tree Preservation and Removal Plan.

RECOMMENDATION:

That the Council of The Corporation of the City of Port Coquitlam:

- 1. authorizes up to \$25.2 Million be borrowed, under Section 175 of The Community Charter, from the Municipal Finance Authority, for the purpose of Purchasing Strategic Lands for Re-development; and*
- 2. the loan be repaid within 5 (five) years, with no rights of renewal.*

PREVIOUS COUNCIL/COMMITTEE ACTION

None

REPORT SUMMARY

This report requests the approval of short term borrowing from the Municipal Finance Authority for the term of 5 years, with interest costs funded from the City's Land Sale Reserve. The total principle amount will be \$25.2 Million with proceeds funding the purchase of strategic lands for re-development within the city's downtown.

BACKGROUND

The Downtown Action Plan was endorsed by Council in 2017. The plan included strategic steps to achieve the downtown vision by:

- Attracting the right developers, developments and businesses to enhance the Downtown and support community vision;
- Making strategic decisions for City-owned lands to strengthen the Downtown and help facilitate future developments along with strategic acquisitions / dispositions of other core lands;
- Creating opportunities for development that can or will be acted upon by owners, developers, and desired businesses/tenants; and
- Offering the right incentives to promote growth.

The City has been leveraging its property assets to acquire key properties around the downtown for strategic redevelopment, as part of the downtown revitalization. The vision is for a vibrant, pedestrian-friendly, safe and welcoming commercial and residential zone, with strategic redevelopment of key properties and public spaces that will retain the area's charm and heritage while supporting thriving businesses and attracting people to the downtown to live, shop, socialize and celebrate.

2023 MFA Short Term Borrowing

The City purchased 2263 McAllister Ave. (currently occupied by PoCo Bowl) in 2019 and 2604 Shaughnessy Street (with mixed commercial tenants) in 2022.

DISCUSSION

2620-2636 Shaughnessy Street (currently a Pop Up Park), 2616 Shaughnessy Street (vacant), 2638-2646 Shaughnessy Street (with mixed commercial tenants) and 2276-2288 Elgin Avenue (with mixed commercial tenants) were recently purchased.

The City's ownership of select downtown properties will give Port Coquitlam control over the type of businesses, services, housing and other amenities that will be introduced to the downtown in the years to come. The future vision for the City-owned properties is for mixed-use buildings with both commercial and residential spaces. There are no current timelines for the redevelopment, but the City does not see any future development occurring until at least 2026. The City has been receiving professional advice on the matter, and a study is currently underway to explore the development opportunities and options available.

FINANCIAL IMPLICATIONS


Land purchases are typically funded through the City's Land Sale Reserve, which receives funds through the disposition of existing City lands. As the purchase amounts of the properties are greater than the amounts available, borrowing will be required.

The term of the short term borrowing is 5 years with no option for extension or renewal. During the term of the loan, repayments to principle can be made with no penalty at any time.

Interest carrying costs, at MFA's current short term lending rate of 5.34%, are estimated to be \$112,140 per month and will be funded through the City's Land Sale Reserve. Repayment of the loan principal will be through a combination of the sale of City lands and Land Sale Reserve and will be repaid prior to the end of the borrowing term.

2023 MFA Short Term Borrowing

OPTIONS (✓ = Staff Recommendation)

	#	Description
	1	<i>That the Council of The Corporation of the City of Port Coquitlam: 1. authorizes up to \$25.2 Million be borrowed, under Section 175 of The Community Charter, from the Municipal Finance Authority, for the purpose of Purchasing Strategic Lands for Re-development; and 2. the loan be repaid within 5 (five) years, with no rights of renewal.</i>
	2	Council provide alternate direction.

ATTACHMENTS

Lead author(s): Jeffrey Lovell, Karen Grommada