

City of Surrey
PLANNING & DEVELOPMENT REPORT

Application No.: 7924-0167-00

Planning Report Date: September 9, 2024

PROPOSAL:

- **Housing Agreement**

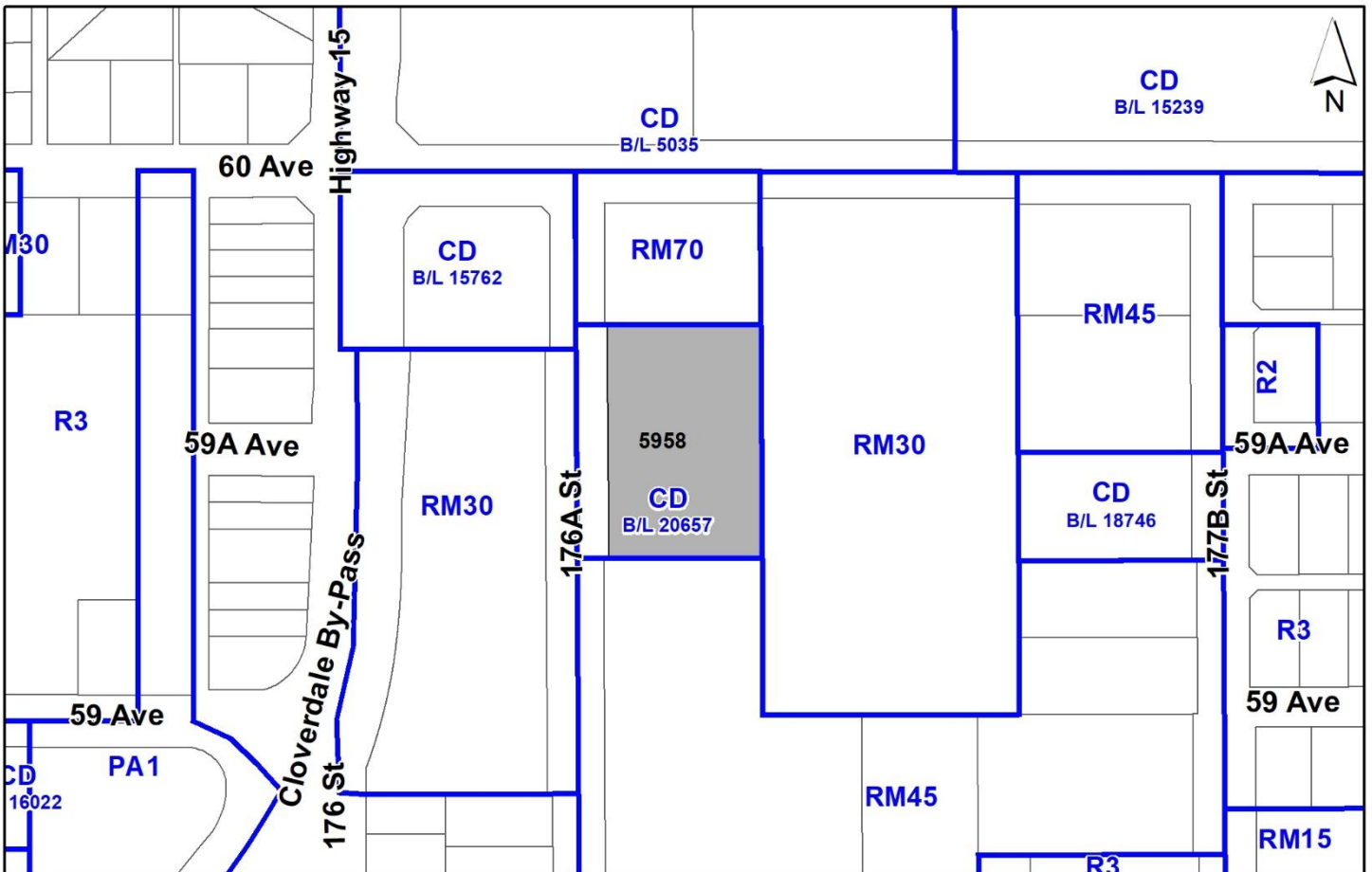
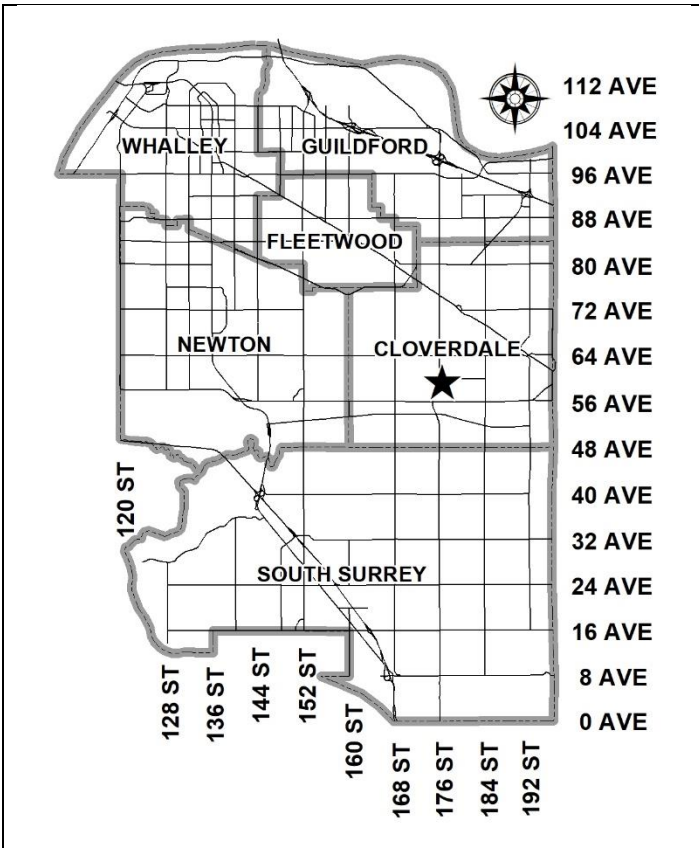
to regulate the tenure of an approved 5-storey apartment building with 89 rental units for seniors.

LOCATION: 5958 – 176A Street

ZONING: CD Bylaw No. 20657

OCF DESIGNATION: Multiple Residential

TCP DESIGNATION: Low Rise Residential



RECOMMENDATION SUMMARY

- Council file Housing Agreement Bylaw No. 20673.
- A Bylaw be introduced authorizing Council to enter into a new Housing Agreement, and the Bylaw be granted First, Second and Third Readings.

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- None.

RATIONALE OF RECOMMENDATION

- At the Regular Council – Land Use Meeting on September 23, 2023, Council granted all Planning approvals to Development Application No. 7921-0060 to permit the development of a 5-storey apartment building with 89 rental units for seniors. This included final adoption of Housing Agreement Bylaw No. 20673, which secured the rental units for a tenure of 40 years.
- At the April 8, 2024 Regular Council – Public Hearing Meeting, Council approved the Non-Market Rental Housing Development Incentive, which includes contributions for Surrey Development Cost Charges (DCCs) and Secondary Plan and Infill Area Community Amenity Contributions (CACs) for eligible non-market rental housing projects.
- For the subject project to be eligible for the Non-Market Rental Housing Development Incentive (which exempts DCCs and CACs), the term of the Housing Agreement needs to increase from 40 years to 60 years.
- The applicant proposes to amend the existing Housing Agreement. The proposed amendment will support the delivery of non-market rental housing for seniors in Surrey.

RECOMMENDATION

The Planning & Development Department recommends that:

1. Council file Housing Agreement Bylaw No. 20673.
2. A Bylaw be introduced to enter into a Housing Agreement, and be granted First, Second and Third Readings.

SITE CONTEXT & BACKGROUND

Direction	Existing Use	TCP Designation	Existing Zone
Subject Site	Two 2-storey residential buildings with 50 seniors' rental units (Southdale Manor I and II), approved for a 5-storey senior's rental apartment.	Low Rise Residential	CD (Bylaw No. 20657)
North:	2 to 3-storey residential building with seniors' rental units (Hoffman Manor) owned by Senior Citizens Housing of South Surrey.	Low Rise Residential	RM-70
East:	2-storey townhouses and 3-storey townhouse/garden apartment buildings	Low Rise Residential	RM-30
South:	Two 3-storey apartment buildings.	Low Rise Residential	RM-45
West (Across 176 Street):	Townhouses.	Townhouses	RM-30

DEVELOPMENT CONSIDERATIONS

Background

- At the Regular Council – Land Use Meeting on September 23, 2023, Council granted final adoption to Rezoning Bylaw No. 20657 as well as Housing Agreement Bylaw No. 20673 under Development Application No. 7921-0060-00. Council also approved corresponding Development Permit No. 7921-0060-00 and Development Variance Permit Nos. 7921-0060-00 and 7921-0060-01 to permit the development of a 5-storey apartment building with 89 rental units for seniors.
- The applicant is currently working with the City on land clearing and related site preparations. A Building Permit has also been submitted.

- On April 8, 2024, Corporate Report No. Ro67 (Housing Accelerator Fund Development Incentives) was forwarded to Council for consideration. The report sought approval from Council for two development incentives, which aimed to stimulate and accelerate the development of housing units particularly near rapid transit, and to increase the supply of affordable non-market rental housing units. These incentives are supported by the Housing Accelerator Fund (HAF) grant and are intended to increase the diversity and supply of housing in the City.
- Council approved the Rapid Transit Development and Non-Market Rental Housing Development Incentive programs as noted in Corporate Report No. Ro67, and delegated authority to the General Manager, Planning & Development to oversee the operation of the two incentives. The Non-Market Rental Housing Development Incentive includes grants for Surrey Development Cost Charges ("DCCs") and Secondary Plan and Infill Area Community Amenity Contributions ("CACs") for eligible non-market rental housing projects.
- The applicant would like to be in a position to be qualify for the Non-Market Rental Housing Development Incentive program which would allow the development to receive a grant to cover the applicable Development Cost Charges (DCCs) and Secondary Plan and Infill Area Community Amenity Contributions (CACs). In the case of the subject site, this would apply to the Cloverdale Town Centre CACs.
- In order to qualify for the Non-Market Rental Housing Development Incentive, a project must meet the definition of an "Eligible Development." An "Eligible Development" is defined as a rental housing development operated by a public housing body prescribed in the *Residential Tenancy Act*, and regulations are subject to a legal agreement (such as a Housing Agreement) securing the rental tenure for a minimum period of 60 years.
- In the Surrey context, public housing bodies include the Canada Mortgage and Housing Corporation (CMHC), BC Housing, Metro Vancouver Housing Corporation, and any other housing societies that have an agreement regarding the operation of housing with any of the aforementioned bodies.
- The applicant has entered into an Operating Agreement with CMHC, which is registered on title as a restrictive covenant, to operate the non-market housing on the subject site. There is also a Lease Agreement on title for a period of 75 years.
- However, the existing Housing Agreement was registered for a term of 40 years, making the project ineligible for the Non-Market Rental Housing Development Incentive. Therefore, a new Housing Agreement (Appendix II) is proposed, increasing the tenure to 60 years.

Current Proposal

- The applicant proposes to replace the existing Housing Agreement that is registered on title with an updated version to secure all 89 dwelling units in the project as purpose-built rental units for seniors, for a period of 60 years. The 89 units are divided as follows:
 - 28 of the dwelling units are at rental rates established at a maximum of 21% below the CMHC median rental rate for the applicable unit size in Surrey;
 - 22 of the dwelling units are at rental rates established at a maximum of 10% below current CMHC average rents for the applicable unit size in Surrey;

INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

- Appendix I. Site Plan and Drawings
- Appendix II. Proposed Housing Agreement
- Appendix III. Previous Planning Report Nos. 7921-0060-00 and 7921-0060-01, dated September 11, 2023

approved by Shawn Low

Ron Gill
Acting General Manager
Planning and Development

DN/cm



SUBMISSION TO COUNCIL

SUBMISSION DATE: MAY 19th, 2022

PROJECT NUMBER: 7921-0060-00

Appendix I

sheet schedule

SD0.01 COVER PAGE	SD3.01 BUILDING ELEVATIONS	L-01 COVER PAGE
SD1.01 CONTEXT PLANS	SD3.02 BUILDING ELEVATIONS	L-02 TREE MANAGEMENT PLAN
SD1.10 PROJECT DATA	SD4.01 MATERIAL BOARD	L-03 SITE PLAN
SD1.11 PROJECT DATA	SD5.20 3D MASSING PERSPECTIVES	L-04 PLANTING PLAN
SD1.12 FSR PLANS	SD6.01 SITE SECTIONS	L-05 GRADING PLAN
SD1.13 DESIGN RATIONALE	SD6.02 SITE SECTIONS	LS-01 SECTIONS
SD2.01 SITE PLAN - CONTEXT PLANS	SD6.10 ENLARGED SECTIONS	LD-01 DETAILS
SD2.02 SITE PLAN - PHASE 1	SD6.11 ENLARGED SECTIONS	LD-02 DETAILS
SD2.03 SITE PLAN - FIRE DEPT. PHASE 1	SD9.01 UNIT PLANS	LN-01 GENERAL NOTES
SD2.04 SITE PLAN - PHASE 2		LN-02 GENERAL NOTES
SD2.05 SITE PLAN - FIRE DEPT. PHASE 2		
SD2.10 1st LEVEL PLAN		
SD2.11 2nd LEVEL PLAN		
SD2.13 3rd LEVEL PLAN		
SD2.14 4th LEVEL PLAN		
SD2.15 5th LEVEL PLAN		
SD2.16 P1 LEVEL PLAN		
SD2.17 ROOF LEVEL PLAN		

columbus charities association

T 604.250.6444 | 231 - 5589 byrne street
Burnaby, BC V5J 3J1



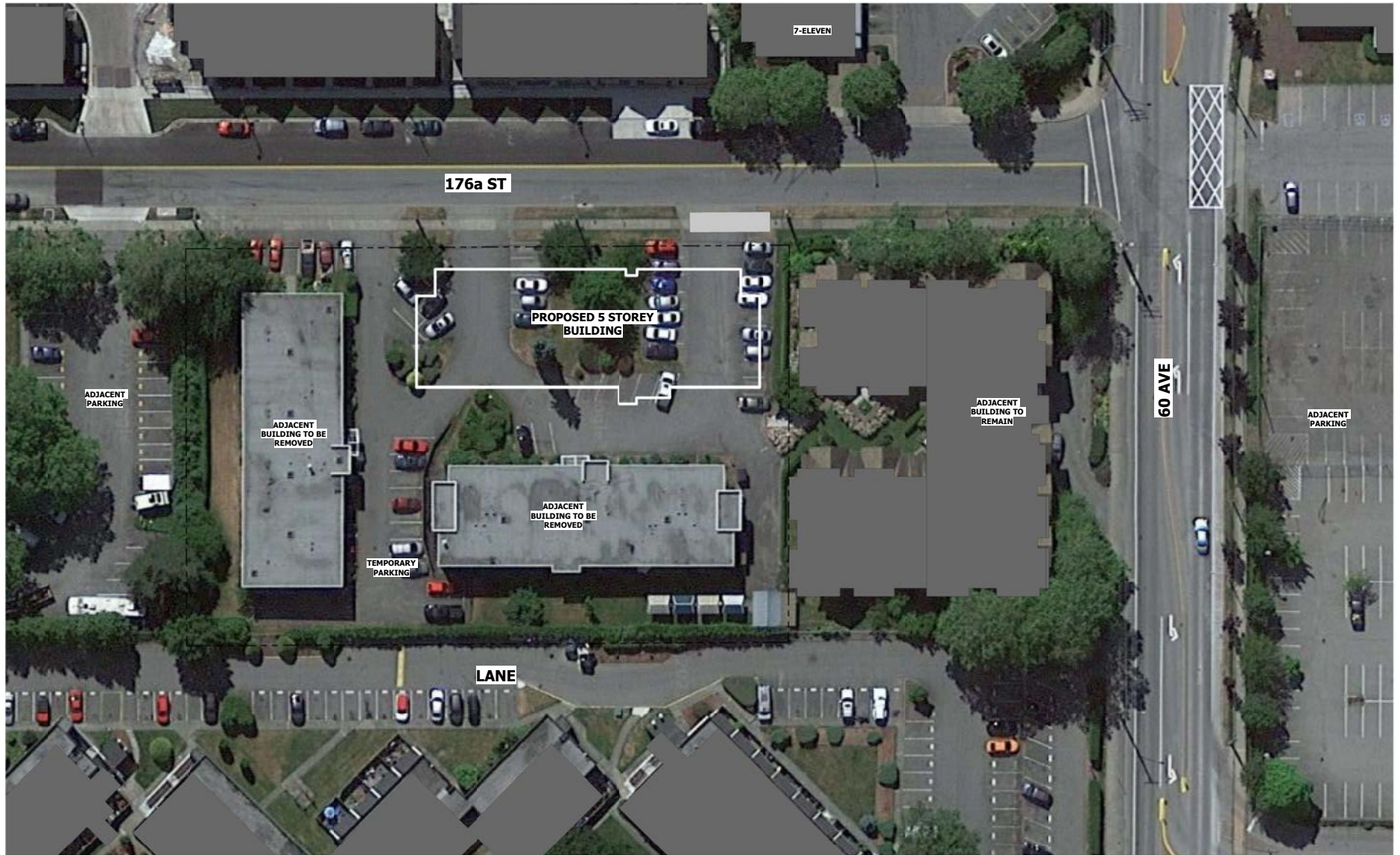
keystone architecture & planning ltd.

T 604.850.0577 | 300 - 33131 south fraser way
F 1.855.398.4578 | abbotsford, bc v2t 2b1



"The Drawings"

<p>keystonearch.ca</p>	<p>ZAPPONE MANOR AFFORDABLE SENIOR HOUSING 5958 176A STREET, SURREY BC</p>	<p>COVER PAGE SCALE: N.T.S.</p>	<p>RE-ISSUED FOR DEVELOPMENT PERMIT 23-09-19 REVISION #: 3 CITY OF SURREY FILE # 7921-0060-00 PROJECT NUMBER: 16-158.1</p>		<p>SD0.01</p>
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ZAPPONE MANOR AFFORDABLE SENIOR HOUSING
5958 176A STREET, SURREY BC

SITE PLAN - CONTEXT PLANS

SCALE: N.T.S.



RE-ISSUED FOR DEVELOPMENT PERMIT

23-09-19 REVISION #: 3
CITY OF SURREY FILE # 7921-0060-00
PROJECT NUMBER: 16-158.1



SD2.01

CITY OF SURREY

HOUSING AGREEMENT
(Residential Only)

THIS HOUSING AGREEMENT made as of the ___ day of _____ 2024.

BETWEEN:

CITY OF SURREY, a municipal corporation having its
offices at 13450 – 104 Avenue, Surrey, B.C. V3T 1V8

(the "City")

OF THE FIRST PART

AND:

SENIOR CITIZENS HOUSING OF SOUTH SURREY, a
corporation having its offices at 17660 60 Avenue, Surrey,
B.C. V3S 1V2

(the "Owner")

OF THE SECOND PART

WHEREAS:

A. The Owner is the legal and beneficial owner of those certain lands and premises located in the City of Surrey, in the Province of British Columbia, legally described as:

Parcel Identifier: 032-118-899

Legal Description: Lot A Section 8 Township 8 New Westminster District
Plan EPP131172

(the "Lands");

B. The Owner proposes to use the Lands for rezoning to permit the construction of a residential development consisting of one (1) building and 89 Rental Units ("Development");

C. The Owner has voluntarily agreed to enter into a housing agreement pursuant to Section 483 of the *Local Government Act*, R.S.B.C. 2015, Chapter 1, as amended, to ensure that the Rental Units are rented in accordance with this Agreement.

NOW THEREFORE in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid by the City to the Owner (the receipt of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

DEFINED TERMS

- 1.1 In and for the purpose of this Agreement, in addition to the definitions on the first page of this document, the following terms shall have the following meanings:
- (a) **"Agreement"** means this housing agreement and any amendments to or modifications of the same;
 - (b) **"City"** means the City of Surrey and any person authorized by the City of Surrey, including assigns of whole or partial interest in this Agreement or of any of the rights conferred upon the City of Surrey by this Agreement;
 - (c) **"City Personnel"** means all of the City's elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, invitees and the Approving Officer;
 - (d) **"Claims and Expenses"** means all actions, causes of actions, suits, judgments, proceedings, demands, and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damages, losses, injuries or death;
 - (e) **"Development"** means as defined in Recital B;
 - (f) **"Existing Tenant"** means a tenant residing in the rental housing buildings that will be demolished and replaced by the Development at the time that the development application for the Development is submitted by the Developer to the City;
 - (g) **"Lands"** means the parcel of land situated in the City of Surrey, British Columbia and legally described in Recital A, and includes any parcel into which such land is consolidated or further subdivided (including a subdivision pursuant to the *Land Title Act*;
 - (h) **"Lease"** means the Lease between the Owner as landlord and Columbus Charities Association as tenant registered under No. CB1151582 in the New Westminster Land Title Office.
 - (i) **"Owner"** means the person named on the first page of this Agreement and the legal and beneficial owner at any given time and any successors in title of the Lands, and any tenant under a registered ground lease of the Lands or Development;

- (j) **"Rental Units"** means 89 dwelling units which must be made available by the Owner to the general public at arms' length for use as residential rental accommodation on a month-to-month or longer basis in accordance with all applicable laws including, without limitation, the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, as amended, and any regulations pursuant thereto; and
- (k) **"Term"** means 60 years, commencing on the first day of the month after the City issues an occupancy permit for the Development.

RESTRICTION ON OCCUPANCY OF RENTAL UNITS

- 2.1 During the Term, the Rental Units must be made available for rent in accordance with this Agreement and in accordance with the Lease.
- 2.2 During the Term, Rental Units shall be made available to seniors (aged 55 and older) and to persons with disabilities.
- 2.3 28 of the Rental Units will be rented at rental rates established at a maximum of 21% below the Canadian Market and Housing Corporation ("CMHC") median rental rate for the applicable unit size in the City of Surrey.
- 2.4 22 of the Rental Units will be rented at rental rates established at a maximum of 10% below current CMHC average rents for the applicable unit size in the City of Surrey.
- 2.5 17 of the Rental Units will be rented to households qualifying under the provincial government established Housing Income Limits (HILs).
- 2.6 22 of the Rental Units may be rented at rates up to but not exceeding fair market rent.
- 2.7 Existing Tenants will not be displaced by the Development and will have a right of first refusal to rent Rental Units referenced in Section 2.3 firstly and Section 2.4 secondly.
- 2.8 After the Term, the Owner is entitled to rent the Rental Units at fair market rent.
- 2.9 The City may, from time to time, during the Term request the Owner to provide written proof of compliance with section 2.3 and the Owner agrees to provide, or cause an operator of the Lands to provide, the City with such proof in a form reasonably satisfactory to the City.
- 2.10 During the Term, the portion of the Lands containing the Development shall not be stratified.
- 2.11 All of the Rental Units must be owned by the same Owner(s).

- 2.12 Throughout the Term, the Owner shall not sell or transfer the beneficial or registered title or any interest in and to the Rental Units, unless the Owner obtains from the transferee an agreement in writing from the transferee to assume and perform all of the obligations of the Owner arising under this Agreement.

3 LIABILITY

- 3.1 **Indemnity.** The Owner shall indemnify and save harmless the City and City Personnel from all Claims and Expenses which the City and City Personnel may suffer, or incur, or be put to, arising out of or in connection with any breach or default of any covenants or agreements on the part of the Owner contained in this Agreement, or arising out of, or in connection with the Development or arising out of the fact that the Lands are encumbered by and affected by this Agreement.
- 3.2 **Release.** The Owner does hereby remise, release and forever discharge the City and City Personnel from all Claims and Expenses which the Owner may have against the City and City Personnel, which the Owner now has or hereafter may have with respect to or by reasons of or arising out of the fact that the Lands are encumbered by and affected by this Agreement.
- 3.3 **Obligations Continue.** The Owner covenants and agrees that the indemnity and release in Sections 3.1 and 3.2 will remain effective and survive the expiration or termination of this Agreement whether by fulfilment of the covenants contained in this Agreement or otherwise.

4 NOTICE

- 4.1 Any notices or other documents to be given or delivered pursuant to this Agreement will be addressed to the proper party as follows:

4.1.1 As to the City:

City of Surrey
13450 – 104 Avenue
Surrey, BC V3T 1V8

Attention: General Manager, Planning and Development Department

4.1.2 As to the Owner:

Senior Citizens Housing Society of South Surrey
17660 60 Avenue
Surrey, BC V3S 1V2

Attention: Gerald Peterson, President

or such other address as such party may direct. Any notice or other documents to be given or delivered pursuant to this Agreement will be sufficiently given or delivered if delivered to the particular party as its address set out or determined in accordance with this section and shall be deemed complete two (2) days after the day of delivery.

- 4.2 It is specifically agreed that for any notice or document to be validly given or delivered pursuant to this Agreement, such notice or document must be delivered and not mailed.

5 **GENERAL**

- 5.1 **Joint and Several.** Where the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.

- 5.2 **Assignment by City.** This Agreement or any of the rights conferred by this Agreement upon the City may be assigned in whole or in part by the City without the consent of the Owner.

- 5.3 **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 5.4 **Agreement for Benefit of City.** The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person and the City may, at its sole option, execute a release of this Agreement at any time without liability to any person for so doing.

- 5.5 **No Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof of the exercise of any other right.

- 5.6 **City Not Required to Prosecute.** The Owner agrees that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.

- 5.7 **Remedies.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity. In addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.
- 5.8 **Severability.** All the obligations and covenants in this Agreement are severable, so that if any one or more of the obligations or covenants are declared by a court of competent jurisdiction to be void and unenforceable, the balance of the obligations and covenants will remain and be binding.
- 5.9 **City Court Costs.** In an action to enforce this Agreement in respect of which the court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 5.10 **Personal Representatives and Successors.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, respective heirs, executors, administrators, successors, and assigns.
- 5.11 **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.
- 5.12 **Priority.** The Owner shall at the sole expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands at the Land Title Office save and except those specifically approved in writing by the City.
- 5.13 **Further Assurances.** The Owner shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 5.14 **Counterparts.** This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party any originally executed copy of this Agreement forthwith upon request by the other party.

5.15 **Entire Agreement.** This Agreement represents the entire agreement between the City and the Owner regarding the matters set out in this Agreement and supersedes all prior agreements, letters of intent or understandings about these matters.

IN WITNESS WHEREOF the City of Surrey and the Owner have executed this Agreement under seal of their duly authorized officers as of the references of this Agreement.

CITY OF SURREY


By: _____
Authorized Signatory

Brenda Locke,
Mayor
City of Surrey

By: _____
Authorized Signatory

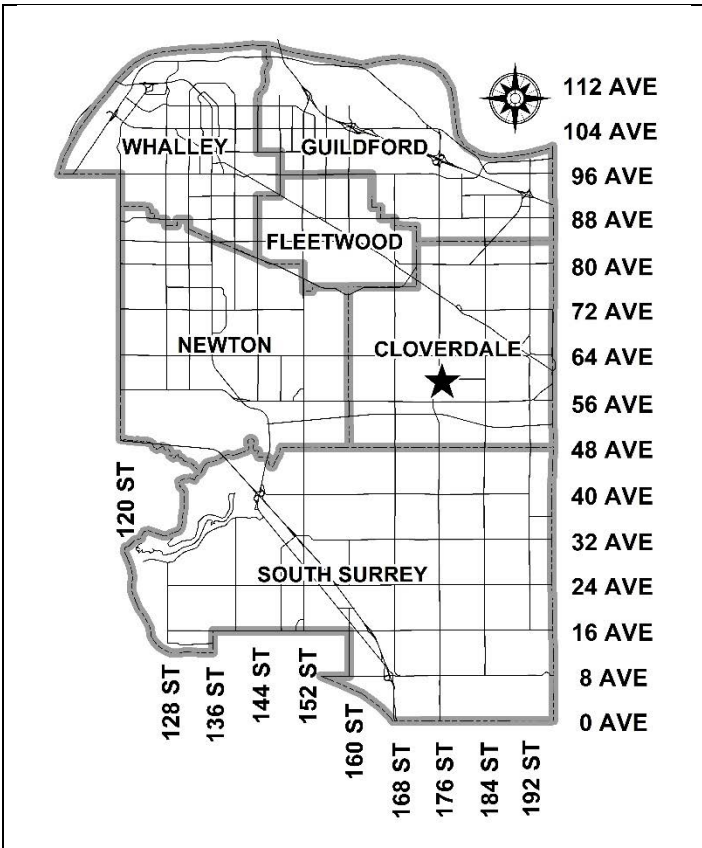
Jennifer Ficocelli,
City Clerk
City of Surrey

SENIOR CITIZENS HOUSING OF SOUTH SURREY

By:  _____
Authorized Signatory

Gerald Peterson,
President

City of Surrey
ADDITIONAL PLANNING COMMENTS
 Application Nos.: 7921-0060-00
 7921-0060-01
 Planning Report Date: September 11, 2023



PROPOSAL:

- Housing Agreement
- Development Variance Permit

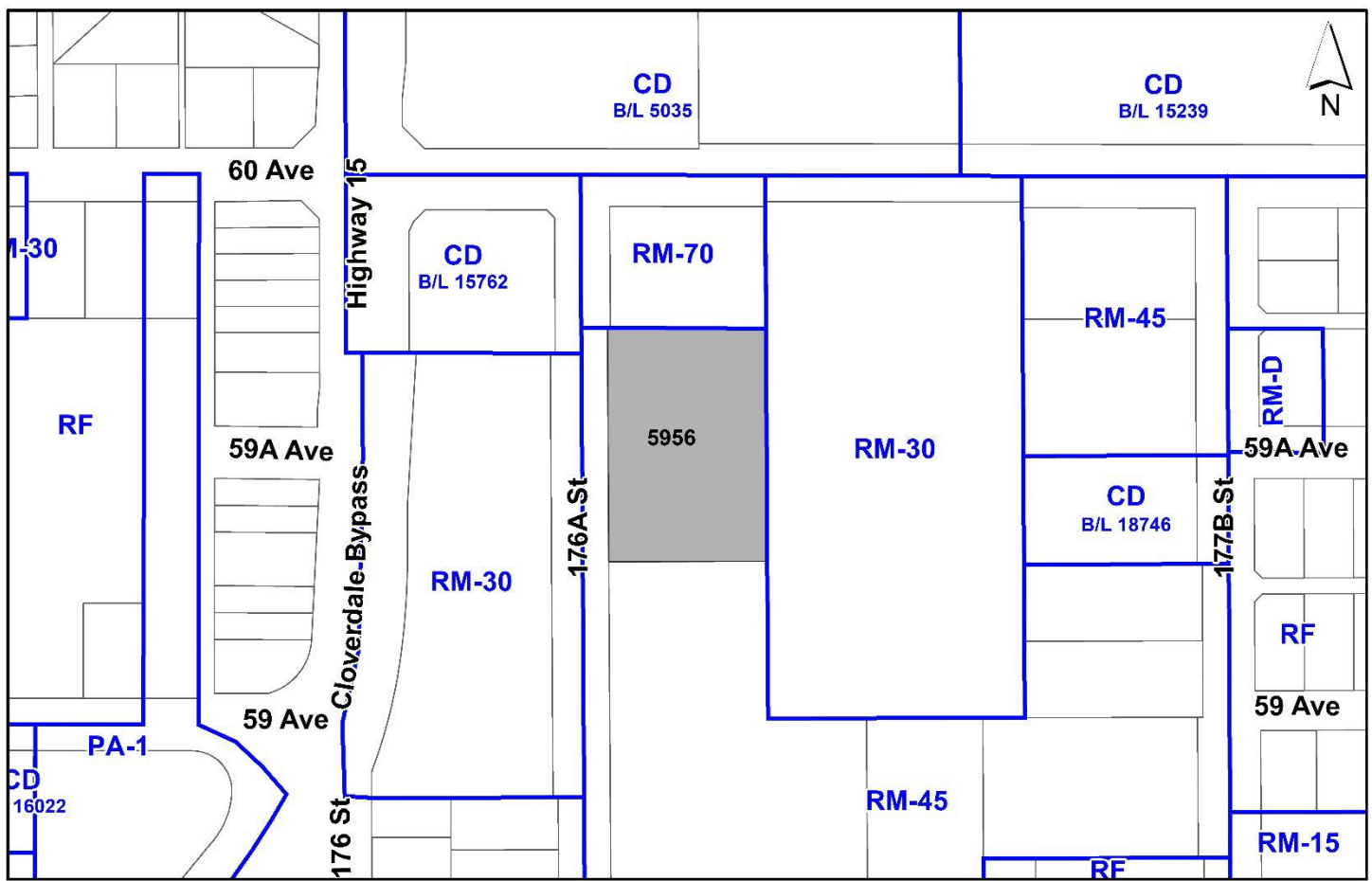
To permit a previously supported 5-storey apartment building with 89 dwelling units for seniors.

LOCATION: 5956 - 176A Street

ZONING: RM-45

OCF DESIGNATION: Multiple Residential

TCP DESIGNATION: Low Rise Residential



RECOMMENDATION SUMMARY

- Council rescind the following resolutions that were granted at the June 13, 2022 Regular Council – Land Use meeting for Housing Agreement Bylaw No. 20673:
 - Resolution No. R22-1092 granting Second Reading; and
 - Resolution No. R22-1093 granting Third Reading.
- Council amend the Housing Agreement by extending the term of the agreement to 40 years (previously 20 years).
- Council reconsider Second and Third Readings for Housing Agreement Bylaw No. 20673, as amended.
- Council file Development Variance Permit No. 7921-0060-00.
- Approval for Development Variance Permit No. 7921-0060-01 to proceed to Public Notification.

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- The applicant proposes to amend the Housing Agreement to increase the length of tenure for the proposed seniors' rental units from 20 years (as previously supported by Council) to 40 years.
- The applicant is requesting a variance to waive the indoor amenity space requirement for the 67 affordable seniors' rental units. Indoor amenity space will still be required for the remaining 22 seniors' market rental units.

RATIONALE OF RECOMMENDATION

- As per the original proposal that was supported by Council (Regular Council-Land Use; May 30, 2022) , the applicant is replacing the existing 50 seniors rental units on the subject site with 89 new seniors rental units. No residents will be displaced through the redevelopment.
- The applicant is now proposing to amend the Housing Agreement in order to secure the rental units for 40 years, which is 20 years longer than the Housing Agreement that was previously supported by Council under Housing Agreement Bylaw No. 20673.
- The proposal does not comply with the Zoning Bylaw with respect to the indoor amenity space requirement for all of the proposed dwelling units (89 market rental and affordable rental units). The applicant has requested a variance to only require indoor amenity space for the market rental units (22) and not for the affordable rental units (67). The applicant has indicated the following rationale:
 - Current market conditions have made the viability of the building very challenging;

- There is a significant need for affordable seniors rental housing in the City, and therefore it is vital that this project proceed to construction.
 - As indicated in the previous report to Council, the residents at Southdale Manor I and II (subject property) will continue to share the existing indoor amenity space located in Hoffman Manor (17660 – 60A Avenue) to the north. There is approximately 100 square metres in Hoffman Manor, and this shared use arrangement is to remain following the redevelopment of the subject site. A shared use and access agreement/easement will be registered on title to formalize the shared use arrangement, as part of the current Rezoning application; and
 - The Housing Agreement tenure for the proposed rental units will be increased from 20 to 40 years.
- The waving of cash-in-lieu for indoor amenity shortfalls for purpose-built, secured affordable seniors rental housing is something that City staff intend to review from a City policy perspective. In the interim, the proposal for the subject project is considered to have merit to support the delivery of this needed affordable seniors housing in the City.

RECOMMENDATION

The Planning & Development Department recommends that:

1. Council file Development Variance Permit No. 7921-0060-00.
2. Council rescind Resolution R22-1093 granting Third Reading to Housing Agreement Bylaw No. 20673 at the June 13, 2022 Regular Council – Land Use meeting.
3. Council rescind Resolution R22-1092 granting Second Reading to Housing Agreement Bylaw No. 20673 at the June 13, 2022 Regular Council – Land Use meeting.
4. Council amend the Housing Agreement by extending the term of the agreement to 40 years (previously 20 years).
5. Council reconsider Second and Third Readings for Housing Agreement Bylaw No. 20673, as amended.
6. Council approve Development Variance Permit No. 7921-0060-01 (Appendix III) varying the following, to proceed to Public Notification:
 - (a) In Sub-Section J.1 Amenity Spaces of Comprehensive Development (CD) Zone 62, waive the indoor amenity space requirement for the 67 proposed affordable seniors rental units.
7. Council instruct staff to resolve the following issues prior to final adoption:
 - (b) All issues outlined in the original Planning & Development Report for 7921-0060-00 and dated May 30, 2022 (Appendix IV) remain applicable.

SITE CONTEXT & BACKGROUND

Direction	Existing Use	TCP Designation	Existing Zone
Subject Site	Two 2-storey residential buildings with 50 seniors' rental units (Southdale Manor I and II).	Low Rise Residential	RM-45
North:	2-3 storey residential building with seniors' rental units (Hoffman Manor) owned by Senior Citizens Housing of South Surrey.	Low Rise Residential	RM-70
East:	2-storey townhouses and 3-storey townhouse/garden apartment buildings	Low Rise Residential	RM-30
South:	Two 3-storey apartment buildings.	Low Rise Residential	RM-45
West (Across 176A St.):	Townhouses	Townhouses	RM-30

DEVELOPMENT CONSIDERATIONS

Background

- At the Regular Council – Land Use Meeting on May 30, 2022, Council granted First and Second Reading to Rezoning Bylaw No. 20657 under Development Application No. 7921-0060-00 to permit the development of a 5-storey apartment building with 89 dwelling units for seniors (see site plan in Appendix I).
- Council also approved Development Variance Permit No. 7921-0060-00 to proceed to public notification (Appendix III).
- At the Regular Council – Public Hearing Meeting on June 13, 2022, Council granted Third Reading to Rezoning Bylaw No. 20657.
- Council also granted First, Second and Third Reading at the June 13, 2022 Regular Council – Land Use Meeting to Housing Agreement Bylaw No. 20673 in order to regulate the tenure of the 89 seniors' rental units within the proposed 5-storey apartment building.
- There are currently two (2) existing rental buildings on the subject site, with 50 rental units for seniors with limited income. These existing rental buildings will remain in their current location during construction and will be demolished following occupation of the proposed building. No residents will be displaced during or after the redevelopment.

Current Proposal

- The applicant is requesting a variance to the indoor amenity space requirement for the proposed seniors' apartment building. Comprehensive Development (CD) Zone 62 requires that outdoor amenity space be provided in the amount of:
 - 3 square metres per dwelling unit;
 - 1 square metres per lock-off suite; and
 - 4 square metres per micro unit.
- As per these requirements, the proposed development requires 315 square metres of indoor amenity space based on 41 standard dwelling units and 48 micro units. The development proposes 99 square metres of indoor amenity space, which is unchanged from the proposal originally presented to Council.
- As a result, a cash-in-lieu of \$216,000 is required for the shortfall in the indoor amenity space (315 sq.m. required versus 99 sq.m. proposed, and a deficit of 216 sq.m.).
- The requested variance, if supported by Council, would require indoor amenity space for the 22 market rental units only. The 67 affordable rental units would not be subject to the indoor amenity space requirement.
- If supported, this will result in a total requirement of 88 square metres of indoor amenity space. This is based on all 22 market rental units potentially being micro units. Therefore the proposed 99 square metres of indoor amenity space exceeds the revised requirement.

- Due to changing market conditions, the applicant has indicated that any savings and efficiencies are key to the viability of the project. There is a significant demand for affordable rental units for low-income seniors, and the success of developments such as the subject proposal is vital to addressing that demand.
- The proposed outdoor amenity space is 462 square metres, which is also unchanged. This space exceeds the minimum requirement of 315 square metres of outdoor amenity space.
- In order to garner support for the proposed variance, the applicant also proposes to amend the Housing Agreement and increase the length of the rental tenure for the 89 seniors' rental units from 20 years to 40 years. This will secure the rental units for a significant portion of the anticipated lifespan of the proposed 5-storey apartment building.
- The waving of cash-in-lieu for indoor amenity shortfalls for purpose-built, secured affordable seniors rental housing is something that City staff intend to review from a City policy perspective. In the interim, the proposal for the subject project is considered to have merit to support the delivery of this needed affordable seniors housing in the City.
- Except for the proposed increase to the length of tenure, the Housing Agreement (Appendix II) will remain largely unchanged from the original one that was granted Third Reading by Council on June 13, 2022 under Housing Agreement Bylaw No. 20673.
- If supported, the Housing Agreement Bylaw will be brought forward for Final Adoption concurrently with the associated Rezoning Bylaw (No. 20657), once all of the outstanding conditions associated with the Rezoning are fulfilled.

Referrals

Engineering: The Engineering Department has no objection to the project, subject to the completion of the servicing requirements as outlined in the original Engineering comments dated May 19, 2022.

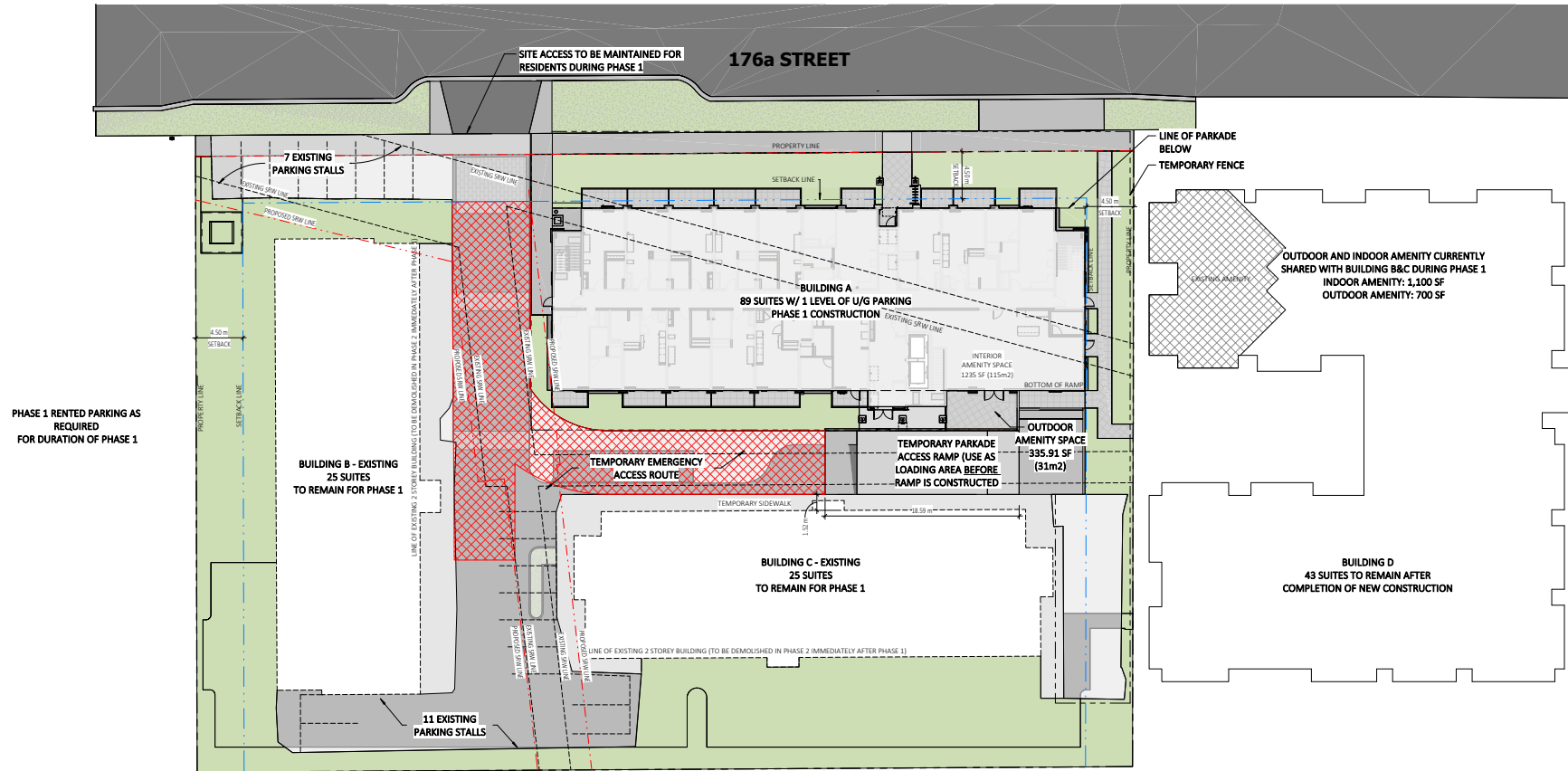
INFORMATION ATTACHED TO THIS REPORT

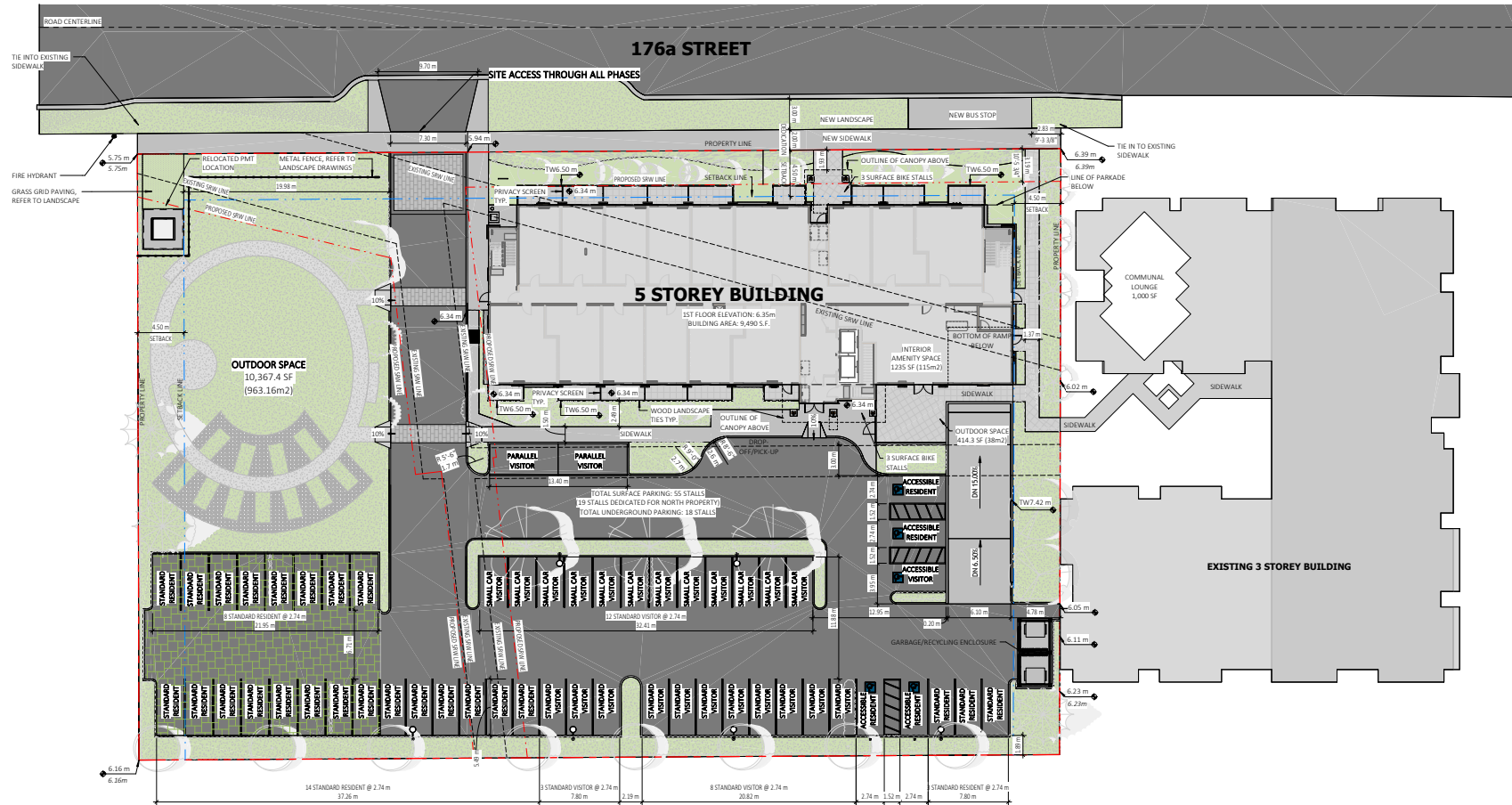
The following information is attached to this Report:

Appendix I.	Site Plan
Appendix II.	Proposed revised Housing Agreement
Appendix III.	Development Variance Permit No. 7921-0060-01
Appendix IV.	Planning Reports for Development Application No. 7921-0060-00

approved by Ron Gill

Don Luymes
General Manager
Planning and Development





CITY OF SURREY
HOUSING AGREEMENT
(Residential Only)

THIS HOUSING AGREEMENT made as of the 16th day of May 2022.

BETWEEN:

CITY OF SURREY, a municipal corporation having its offices at 13450 – 104 Avenue, Surrey, B.C. V3T 1V8

(the “**City**”)

OF THE FIRST PART

AND:

SENIOR CITIZENS HOUSING OF SOUTH SURREY, a corporation having its offices at 17660 60 Avenue, Surrey, B.C. V3S 1V2

(the “**Owner**”)

OF THE SECOND PART

WHEREAS:

- A. The Owner is the legal and beneficial owner of those certain lands and premises located in the City of Surrey, in the Province of British Columbia, legally described as:

Parcel Identifier: 007-482-400

Legal Description: Lot B Section 8 Township 8 New Westminster District
Plan 14117

(the “**Lands**”);

- B. The Owner proposes to use the Lands for rezoning to permit the construction of a residential development consisting of one (1) building and 89 Rental Units (“**Development**”);
- C. The Owner has voluntarily agreed to enter into a housing agreement pursuant to Section 483 of the *Local Government Act*, R.S.B.C. 2015, Chapter 1, as amended, to ensure that the Rental Units are rented in accordance with this Agreement.

NOW THEREFORE in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid by the City to the Owner (the receipt of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

DEFINED TERMS

- 1.1 In and for the purpose of this Agreement, in addition to the definitions on the first page of this document, the following terms shall have the following meanings:
- (a) **“Agreement”** means this housing agreement and any amendments to or modifications of the same;
 - (b) **“City”** means the City of Surrey and any person authorized by the City of Surrey, including assigns of whole or partial interest in this Agreement or of any of the rights conferred upon the City of Surrey by this Agreement;
 - (c) **“City Personnel”** means all of the City’s elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, invitees and the Approving Officer;
 - (d) **“Claims and Expenses”** means all actions, causes of actions, suits, judgments, proceedings, demands, and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damages, losses, injuries or death;
 - (e) **“Development”** means as defined in Recital B;
 - (f) **“Existing Tenant”** means a tenant residing in the rental housing buildings that will be demolished and replaced by the Development at the time that the development application for the Development is submitted by the Developer to the City;
 - (g) **“Lands”** means the parcel of land situated in the City of Surrey, British Columbia and legally described in Recital A, and includes any parcel into which such land is consolidated or further subdivided (including a subdivision pursuant to the *Land Title Act*);
 - (h) **“Owner”** means the person named on the first page of this Agreement and the legal and beneficial owner at any given time and any successors in title of the Lands, and any tenant under a registered ground lease of the Lands or Development;

- (i) **“Rental Units”** means 89 dwelling units which must be made available by the Owner to the general public at arms’ length for use as residential rental accommodation on a month-to-month or longer basis in accordance with all applicable laws including, without limitation, the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, as amended, and any regulations pursuant thereto; and
- (j) **“Term”** means 40 years, commencing on the first day of the month after the City issues an occupancy permit for the Development.

RESTRICTION ON OCCUPANCY OF RENTAL UNITS

- 2.1 During the Term, the Rental Units must be made available for rent in accordance with this Agreement.
- 2.2 During the Term, Rental Units shall be made available to seniors (aged 55 and older) and to persons with disabilities.
- 2.3 28 of the Rental Units will be rented at rental rates established at a maximum of 21% below the Canadian Market and Housing Corporation (“CMHC”) median rental rate for the applicable unit size in the City of Surrey.
- 2.4 22 of the Rental Units will be rented at rental rates established at a maximum of 10% below current CMHC average rents for the applicable unit size in the City of Surrey.
- 2.5 17 of the Rental Units will be rented to households qualifying under the provincial government established Housing Income Limits (HILs).
- 2.6 22 of the Rental Units may be rented at rates up to but not exceeding fair market rent.
- 2.7 Existing Tenants will not be displaced by the Development and will have a right of first refusal to rent Rental Units refenced in Section 2.3 firstly and Section 2.4 secondly.
- 2.8 After the Term, the Owner is entitled to rent the Rental Units at fair market rent.
- 2.9 The City may, from time to time, during the Term request the Owner to provide written proof of compliance with section 2.3 and the Owner agrees to provide, or cause an operator of the Lands to provide, the City with such proof in a form reasonably satisfactory to the City.
- 2.10 During the Term, the portion of the Lands containing the Development shall not be stratified.
- 2.11 All of the Rental Units must be owned by the same Owner(s).

- 2.12 Throughout the Term, the Owner shall not sell or transfer the beneficial or registered title or any interest in and to the Rental Units, unless the Owner obtains from the transferee an agreement in writing from the transferee to assume and perform all of the obligations of the Owner arising under this Agreement.

3 LIABILITY

- 3.1 **Indemnity.** The Owner shall indemnify and save harmless the City and City Personnel from all Claims and Expenses which the City and City Personnel may suffer, or incur, or be put to, arising out of or in connection with any breach or default of any covenants or agreements on the part of the Owner contained in this Agreement, or arising out of, or in connection with the Development or arising out of the fact that the Lands are encumbered by and affected by this Agreement.
- 3.2 **Release.** The Owner does hereby remise, release and forever discharge the City and City Personnel from all Claims and Expenses which the Owner may have against the City and City Personnel, which the Owner now has or hereafter may have with respect to or by reasons of or arising out of the fact that the Lands are encumbered by and affected by this Agreement.
- 3.3 **Obligations Continue.** The Owner covenants and agrees that the indemnity and release in Sections 3.1 and 3.2 will remain effective and survive the expiration or termination of this Agreement whether by fulfilment of the covenants contained in this Agreement or otherwise.

4 NOTICE

- 4.1 Any notices or other documents to be given or delivered pursuant to this Agreement will be addressed to the proper party as follows:

- 4.1.1 As to the City:

City of Surrey
13450 – 104 Avenue
Surrey, BC V3T 1V8

Attention: General Manager, Planning and Development Department

- 4.1.2 As to the Owner:

Senior Citizens Housing Society of South Surrey
17660 60 Avenue
Surrey, BC V3S 1V2

Attention: Gerald Peterson, President

or such other address as such party may direct. Any notice or other documents to be given or delivered pursuant to this Agreement will be sufficiently given or delivered if delivered to the particular party as its address set out or determined in accordance with this section and shall be deemed complete two (2) days after the day of delivery.

- 4.2 It is specifically agreed that for any notice or document to be validly given or delivered pursuant to this Agreement, such notice or document must be delivered and not mailed.

5 **GENERAL**

- 5.1 **Joint and Several.** Where the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.

- 5.2 **Assignment by City.** This Agreement or any of the rights conferred by this Agreement upon the City may be assigned in whole or in part by the City without the consent of the Owner.

- 5.3 **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 5.4 **Agreement for Benefit of City.** The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person and the City may, at its sole option, execute a release of this Agreement at any time without liability to any person for so doing.

- 5.5 **No Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof of the exercise of any other right.

- 5.6 **City Not Required to Prosecute.** The Owner agrees that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.

- 5.7 **Remedies.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity. In addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.
- 5.8 **Severability.** All the obligations and covenants in this Agreement are severable, so that if any one or more of the obligations or covenants are declared by a court of competent jurisdiction to be void and unenforceable, the balance of the obligations and covenants will remain and be binding.
- 5.9 **City Court Costs.** In an action to enforce this Agreement in respect of which the court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 5.10 **Personal Representatives and Successors.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, respective heirs, executors, administrators, successors, and assigns.
- 5.11 **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.
- 5.12 **Priority.** The Owner shall at the sole expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands at the Land Title Office save and except those specifically approved in writing by the City.
- 5.13 **Further Assurances.** The Owner shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 5.14 **Counterparts.** This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party any originally executed copy of this Agreement forthwith upon request by the other party.

5.15 **Entire Agreement.** This Agreement represents the entire agreement between the City and the Owner regarding the matters set out in this Agreement and supersedes all prior agreements, letters of intent or understandings about these matters.

IN WITNESS WHEREOF the City of Surrey and the Owner have executed this Agreement under seal of their duly authorized officers as of the references of this Agreement.

CITY OF SURREY

By: _____
Authorized Signatory

Brenda Locke,
Mayor
City of Surrey

By: _____
Authorized Signatory

Jennifer Ficocelli,
City Clerk
City of Surrey

SENIOR CITIZENS HOUSING OF SOUTH SURREY

By: _____
Authorized Signatory

CITY OF SURREY

(the "City")

DEVELOPMENT VARIANCE PERMIT

NO.: 7921-0060-01

Issued To:

Address of Owner:

1. This development variance permit is issued subject to compliance by the Owner with all statutes, by-laws, orders, regulations or agreements, except as specifically varied by this development variance permit.
2. This development variance permit applies to that real property including land with or without improvements located within the City of Surrey, with the legal description and civic address as follows:

Parcel Identifier: 007-482-400
 Lot B Section 8 Township 8 New Westminster District Plan 14117
 5956 - 176A Street

(the "Land")

3. As the legal description of the Land is to change, the City Clerk is directed to insert the new legal description for the Land once title(s) has/have been issued, as follows:

Parcel Identifier:

4. Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:
 - (a) In Section J.1 Amenity Spaces of Comprehensive Development (CD) Zone 62, waive the indoor amenity space requirement for the 67 affordable seniors rental units.
5. The Land shall be developed strictly in accordance with the terms and conditions and provisions of this development variance permit.

6. This development variance permit shall lapse if the Owner does not substantially start any construction with respect to which this development variance permit is issued, within two (2) years after the date this development variance permit is issued.

7. The terms of this development variance permit or any amendment to it, are binding on all persons who acquire an interest in the Land.

8. This development variance permit is not a building permit.

AUTHORIZING RESOLUTION PASSED BY THE COUNCIL, THE DAY OF , 2023.

ISSUED THIS DAY OF , 2023.

Mayor – Brenda Locke

City Clerk – Jennifer Ficocelli

City of Surrey
ADDITIONAL PLANNING COMMENTS

Application No.: 7921-0060-00

Planning Report Date: June 13, 2022

PROPOSAL:

- **Housing Agreement**

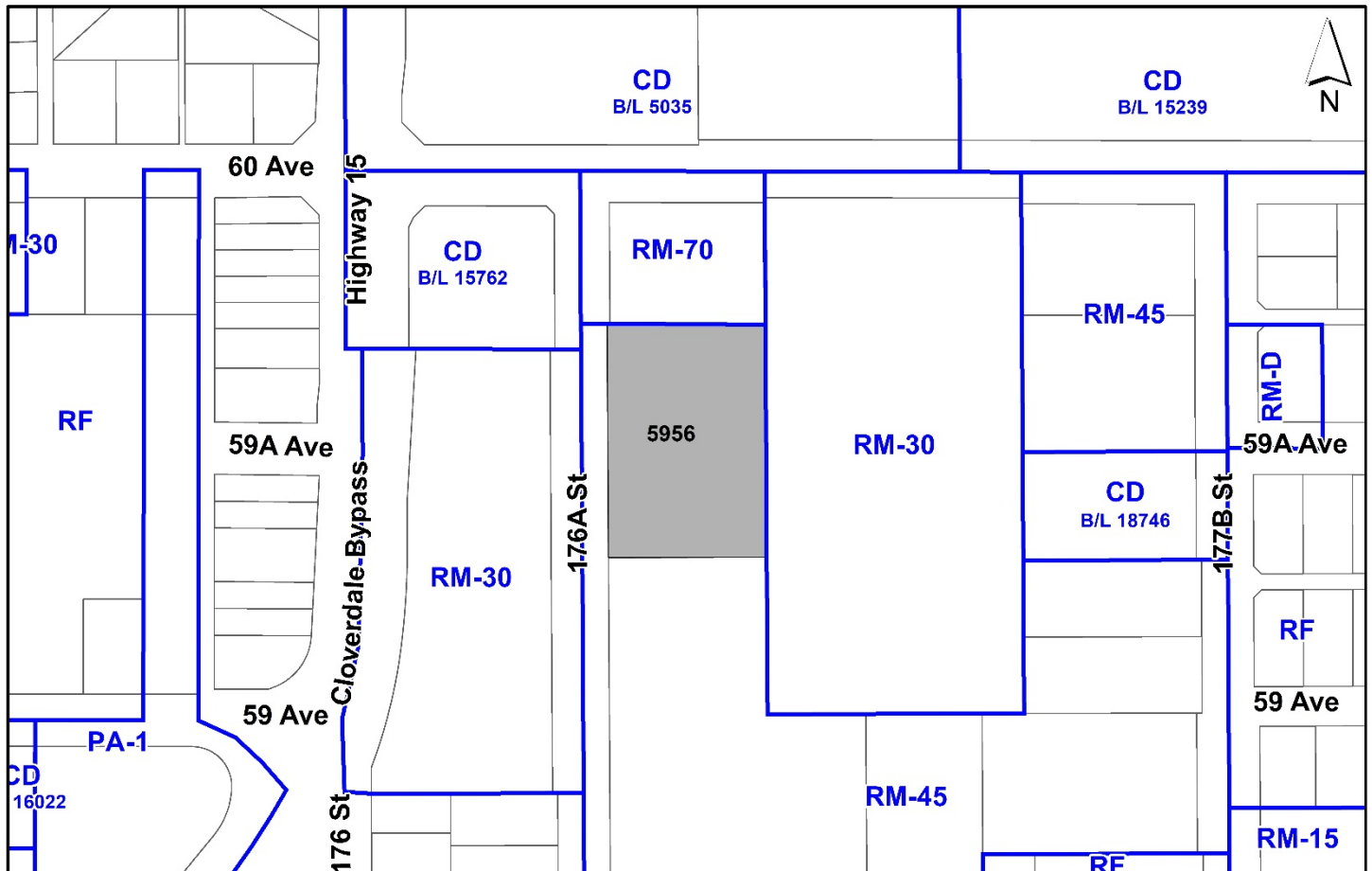
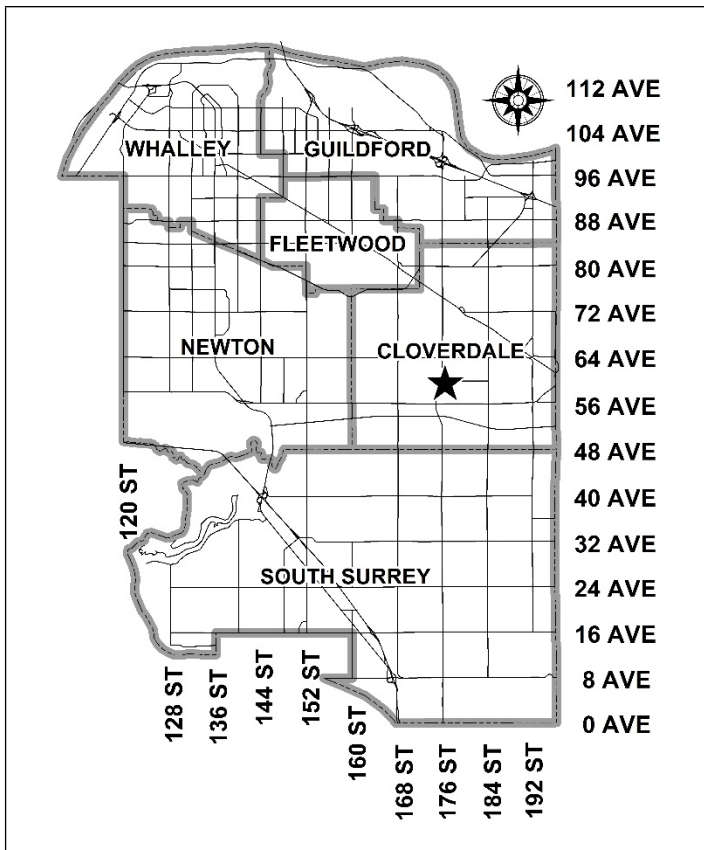
to regulate the tenure of 89 rental dwelling units for seniors in a proposed 5-storey apartment building.

LOCATION: 5956 - 176A Street

ZONING: RM-45

OCP DESIGNATION: Multiple Residential

TCP DESIGNATION: Low Rise Residential



RECOMMENDATION SUMMARY

- By-law Introduction, First, Second and Third Reading for a Housing Agreement.

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- None.

RATIONALE OF RECOMMENDATION

- At the Regular Council – Land Use Meeting on May 30, 2022, Council granted First and Second reading to Rezoning By-law No. 20657 under Development Application No. 7921-0060-00 to permit the development of a 5-storey apartment building, with 89 dwelling units. Council will consider Third Reading of Bylaw No. 20657 at the Regular Council – Public Hearing Meeting on June 13, 2022.
- As noted in the Planning & Development Report for Development Application No. 7921-0060-00, the applicant has agreed to enter into a Housing Agreement, prior to Final Adoption of the Rezoning, to secure all 89 dwelling units in the project as purpose-built rental units for seniors, for period of 20 years.
- The attached Housing Agreement (Appendix II) will be adopted by Bylaw and registered on title to restrict the 89 proposed units to seniors' rental tenure for 20 years.
- The Housing Agreement Bylaw will be brought forward for Final Adoption concurrently with the associated Rezoning Bylaw (No. 20657) when all conditions associated with the Rezoning are fulfilled.

RECOMMENDATION

The Planning & Development Department recommends that:

1. A By-law be introduced to enter into a Housing Agreement and be given First, Second and Third Reading.

SITE CONTEXT & BACKGROUND

Direction	Existing Use	TCP Designation	Existing Zone
Subject Site	Two 2-storey residential buildings with 50 senior's rental units (Southdale Manor I and II).	Low Rise Residential	RM-45
North:	2-3 storey residential building with senior's rental units (Hoffman Manor) owned by Senior's Housing Society of Surrey.	Low Rise Residential	RM-70
East:	2-storey townhouses and 3-storey townhouse/garden apartment buildings	Low Rise Residential	RM-30
South:	Two 3-storey apartment buildings.	Low Rise Residential	RM-45
West (Across 176A Street):	Townhouses	Townhouses	RM-30

DEVELOPMENT CONSIDERATIONS

- At the Regular Council – Land Use Meeting on May 30, 2022, Council granted First and Second reading to Rezoning By-law No. 20657 under Development Application No. 7921-0060-00 to permit the development of a 5-storey apartment building, with 89 dwelling units. Council will consider Third Reading of Bylaw No. 20657 at the Regular Council – Public Hearing Meeting on June 13, 2022.
- As noted in the Planning Report for Development Application No. 7921-0060-00, the applicant has agreed to enter into a Housing Agreement, prior to Final Adoption of the Rezoning, to secure all 89 dwelling units in the project as purpose-built rental units for seniors, for a period of 20 years.
- There are two (2) existing rental buildings on the site, with 50 rental units for seniors with limited income. The existing rental buildings will remain in their current location during construction and will be demolished following occupation of the proposed building.
- Section 483 of the Local Government Act authorizes local governments to enter into Housing Agreements for affordable and special needs housing.
- Typically, Housing Agreements include terms and conditions agreed to by the Local Government and the Owner regarding:

INFORMATION ATTACHED TO THIS REPORT

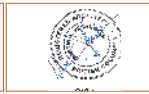
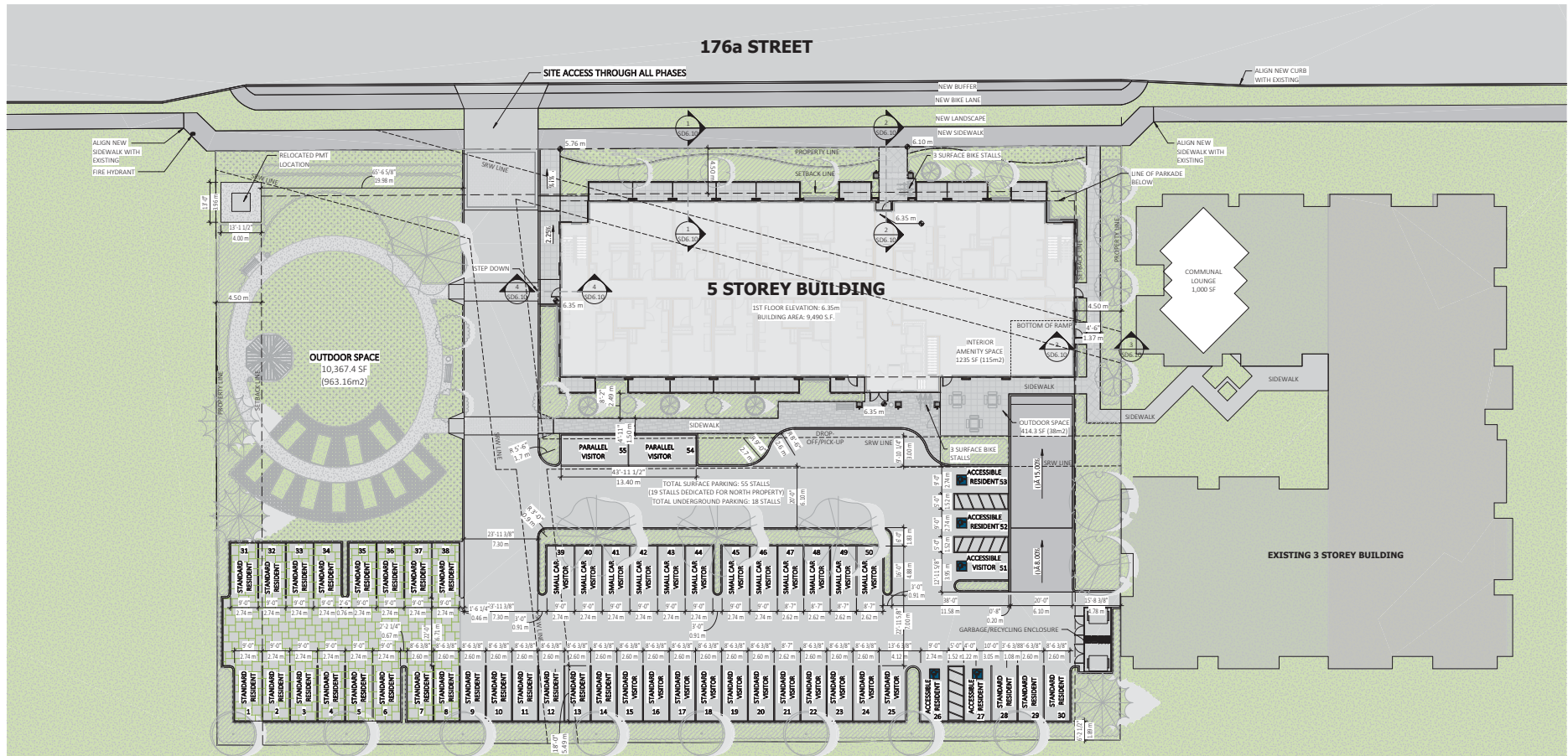
The following information is attached to this Report:

- Appendix I. Site Plan
- Appendix II. Proposed Housing Agreement
- Appendix III. Planning Report for Development Application No. 7921-0060-00

approved by Ron Gill

Jeff Arason
Acting General Manager
Planning and Development

SC/cm



CITY OF SURREY
HOUSING AGREEMENT
(Residential Only)

THIS HOUSING AGREEMENT made as of the 16th day of May 2022.

BETWEEN:

CITY OF SURREY, a municipal corporation having its offices at 13450 – 104 Avenue, Surrey, B.C. V3T 1V8

(the “**City**”)

OF THE FIRST PART

AND:

SENIOR CITIZENS HOUSING OF SOUTH SURREY, a corporation having its offices at 17660 60 Avenue, Surrey, B.C. V3S 1V2

(the “**Owner**”)

OF THE SECOND PART

WHEREAS:

- A. The Owner is the legal and beneficial owner of those certain lands and premises located in the City of Surrey, in the Province of British Columbia, legally described as:

Parcel Identifier: 007-482-400

Legal Description: Lot B Section 8 Township 8 New Westminster District Plan 14117

(the “**Lands**”);

- B. The Owner proposes to use the Lands for rezoning to permit the construction of a residential development consisting of one (1) building and 89 Rental Units (“**Development**”);
- C. The Owner has voluntarily agreed to enter into a housing agreement pursuant to Section 483 of the *Local Government Act*, R.S.B.C. 2015, Chapter 1, as amended, to ensure that the Rental Units are rented in accordance with this Agreement.

NOW THEREFORE in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid by the City to the Owner (the receipt of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

DEFINED TERMS

- 1.1 In and for the purpose of this Agreement, in addition to the definitions on the first page of this document, the following terms shall have the following meanings:
- (a) **“Agreement”** means this housing agreement and any amendments to or modifications of the same;
 - (b) **“City”** means the City of Surrey and any person authorized by the City of Surrey, including assigns of whole or partial interest in this Agreement or of any of the rights conferred upon the City of Surrey by this Agreement;
 - (c) **“City Personnel”** means all of the City’s elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, invitees and the Approving Officer;
 - (d) **“Claims and Expenses”** means all actions, causes of actions, suits, judgments, proceedings, demands, and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damages, losses, injuries or death;
 - (e) **“Development”** means as defined in Recital B;
 - (f) **“Existing Tenant”** means a tenant residing in the rental housing buildings that will be demolished and replaced by the Development at the time that the development application for the Development is submitted by the Developer to the City;
 - (g) **“Lands”** means the parcel of land situated in the City of Surrey, British Columbia and legally described in Recital A, and includes any parcel into which such land is consolidated or further subdivided (including a subdivision pursuant to the *Land Title Act*;
 - (h) **“Owner”** means the person named on the first page of this Agreement and the legal and beneficial owner at any given time and any successors in title of the Lands, and any tenant under a registered ground lease of the Lands or Development;

- (i) **“Rental Units”** means 89 dwelling units which must be made available by the Owner to the general public at arms’ length for use as residential rental accommodation on a month-to-month or longer basis in accordance with all applicable laws including, without limitation, the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, as amended, and any regulations pursuant thereto; and
- (j) **“Term”** means 20 years, commencing on the first day of the month after the City issues an occupancy permit for the Development.

RESTRICTION ON OCCUPANCY OF RENTAL UNITS

- 2.1 During the Term, the Rental Units must be made available for rent in accordance with this Agreement.
- 2.2 During the Term, Rental Units shall be made available to seniors (aged 55 and older) and to persons with disabilities.
- 2.3 28 of the Rental Units will be rented at rental rates established at a maximum of 21% below the Canadian Market and Housing Corporation (“CMHC”) median rental rate for the applicable unit size in the City of Surrey.
- 2.4 22 of the Rental Units will be rented at rental rates established at a maximum of 10% below current CMHC average rents for the applicable unit size in the City of Surrey.
- 2.5 17 of the Rental Units will be rented to households qualifying under the provincial government established Housing Income Limits (HILs).
- 2.6 22 of the Rental Units may be rented at rates up to but not exceeding fair market rent.
- 2.7 Existing Tenants will not be displaced by the Development and will have a right of first refusal to rent Rental Units referenced in Section 2.3 firstly and Section 2.4 secondly.
- 2.8 After the Term, the Owner is entitled to rent the Rental Units at fair market rent.
- 2.9 The City may, from time to time, during the Term request the Owner to provide written proof of compliance with section 2.3 and the Owner agrees to provide, or cause an operator of the Lands to provide, the City with such proof in a form reasonably satisfactory to the City.
- 2.10 During the Term, the portion of the Lands containing the Development shall not be stratified.
- 2.11 All of the Rental Units must be owned by the same Owner(s).

- 2.12 Throughout the Term, the Owner shall not sell or transfer the beneficial or registered title or any interest in and to the Rental Units, unless the Owner obtains from the transferee an agreement in writing from the transferee to assume and perform all of the obligations of the Owner arising under this Agreement.

3 LIABILITY

- 3.1 **Indemnity.** The Owner shall indemnify and save harmless the City and City Personnel from all Claims and Expenses which the City and City Personnel may suffer, or incur, or be put to, arising out of or in connection with any breach or default of any covenants or agreements on the part of the Owner contained in this Agreement, or arising out of, or in connection with the Development or arising out of the fact that the Lands are encumbered by and affected by this Agreement.
- 3.2 **Release.** The Owner does hereby remise, release and forever discharge the City and City Personnel from all Claims and Expenses which the Owner may have against the City and City Personnel, which the Owner now has or hereafter may have with respect to or by reasons of or arising out of the fact that the Lands are encumbered by and affected by this Agreement.
- 3.3 **Obligations Continue.** The Owner covenants and agrees that the indemnity and release in Sections 3.1 and 3.2 will remain effective and survive the expiration or termination of this Agreement whether by fulfilment of the covenants contained in this Agreement or otherwise.

4 NOTICE

- 4.1 Any notices or other documents to be given or delivered pursuant to this Agreement will be addressed to the proper party as follows:

4.1.1 As to the City:

City of Surrey
13450 – 104 Avenue
Surrey, BC V3T 1V8

Attention: General Manager, Planning and Development Department

4.1.2 As to the Owner:

Senior Citizens Housing Society of South Surrey
17660 60 Avenue
Surrey, BC V3S 1V2

Attention: Gerald Peterson, President

or such other address as such party may direct. Any notice or other documents to be given or delivered pursuant to this Agreement will be sufficiently given or delivered if delivered to the particular party as its address set out or determined in accordance with this section and shall be deemed complete two (2) days after the day of delivery.

- 4.2 It is specifically agreed that for any notice or document to be validly given or delivered pursuant to this Agreement, such notice or document must be delivered and not mailed.

5 **GENERAL**

- 5.1 **Joint and Several.** Where the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.

- 5.2 **Assignment by City.** This Agreement or any of the rights conferred by this Agreement upon the City may be assigned in whole or in part by the City without the consent of the Owner.

- 5.3 **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 5.4 **Agreement for Benefit of City.** The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person and the City may, at its sole option, execute a release of this Agreement at any time without liability to any person for so doing.

- 5.5 **No Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof of the exercise of any other right.

- 5.6 **City Not Required to Prosecute.** The Owner agrees that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.

- 5.7 **Remedies.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity. In addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.
- 5.8 **Severability.** All the obligations and covenants in this Agreement are severable, so that if any one or more of the obligations or covenants are declared by a court of competent jurisdiction to be void and unenforceable, the balance of the obligations and covenants will remain and be binding.
- 5.9 **City Court Costs.** In an action to enforce this Agreement in respect of which the court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 5.10 **Personal Representatives and Successors.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, respective heirs, executors, administrators, successors, and assigns.
- 5.11 **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.
- 5.12 **Priority.** The Owner shall at the sole expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands at the Land Title Office save and except those specifically approved in writing by the City.
- 5.13 **Further Assurances.** The Owner shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 5.14 **Counterparts.** This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party any originally executed copy of this Agreement forthwith upon request by the other party.

5.15 **Entire Agreement.** This Agreement represents the entire agreement between the City and the Owner regarding the matters set out in this Agreement and supersedes all prior agreements, letters of intent or understandings about these matters.

IN WITNESS WHEREOF the City of Surrey and the Owner have executed this Agreement under seal of their duly authorized officers as of the references of this Agreement.

CITY OF SURREY

By: _____
Authorized Signatory
Doug McCallum,
Mayor
City of Surrey

By: _____
Authorized Signatory
Jennifer Ficocelli,
City Clerk
City of Surrey

SENIOR CITIZENS HOUSING OF SOUTH SURREY

By: _____
Authorized Signatory
Gerald Peterson,
President

City of Surrey
PLANNING & DEVELOPMENT REPORT

Application No.: 7921-0060-00

Planning Report Date: May 30, 2022

PROPOSAL:

- **Rezoning** from RM-45 to CD (based on RM-45)
- **Development Permit**
- **Development Variance Permit**

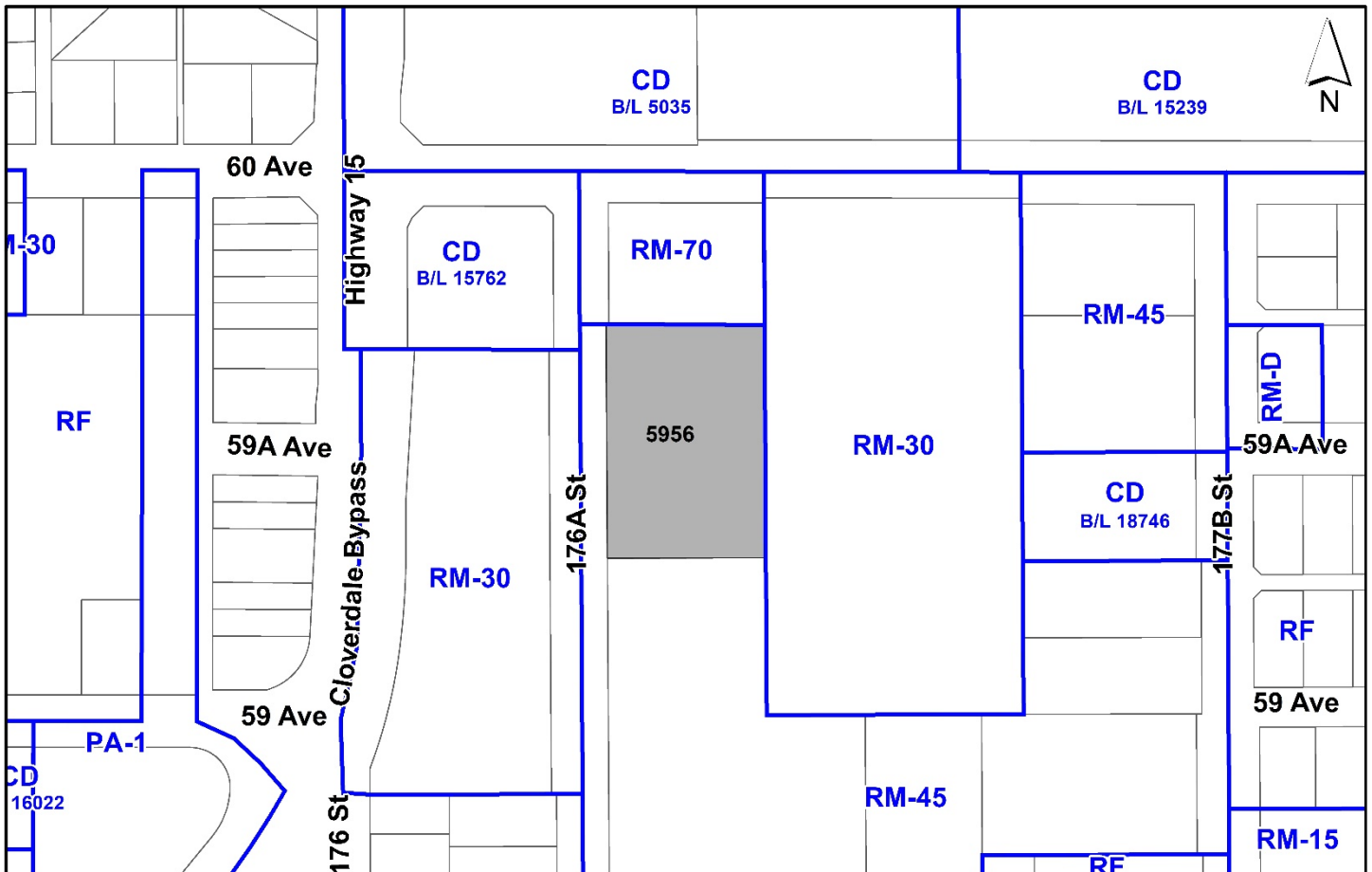
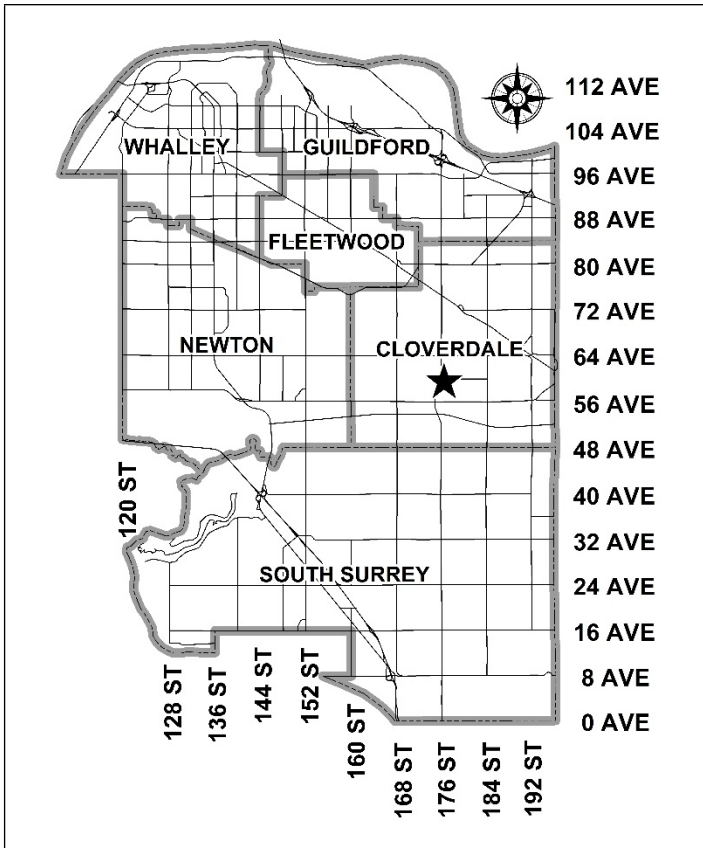
to permit the development of a 5-storey apartment building with 89 rental units for seniors.

LOCATION: 5956 - 176A Street

ZONING: RM-45

OCP DESIGNATION: Multiple Residential

TCP DESIGNATION: Low Rise Residential



RECOMMENDATION SUMMARY

- By-law Introduction and set date for Public Hearing for Rezoning.
- Approval to draft Development Permit for Form and Character.
- Approval for Development Variance Permit to proceed to Public Notification.

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- Proposing to eliminate the requirement for balconies for non-ground oriented dwelling units within the proposed CD By-law.
- Proposing to reduce the minimum parking requirement from 145 to 73 parking spaces within the proposed CD By-law.
- The proposal does not comply with the General Provisions – Amenity Space in the Zoning Bylaw. The applicant is requesting that Council waive the minimum 74 square metres plus 4 square metres per micro-unit of indoor amenity space that is required in order to provide cash-in-lieu contribution for the indoor amenity shortfall in accordance with Policy No. O-48.
- The proposal generally complies with Policy O-61 Rental Housing Redevelopment: Rental replacement and Tenant Relocation Assistance.

RATIONALE OF RECOMMENDATION

- The proposal complies with the General Urban designation in the Metro Vancouver Regional Growth Strategy (RGS).
- The proposal complies with the Multiple Residential designation in the Official Community Plan (OCP).
- The proposal complies with the 'Low Rise Residential' designation in the Cloverdale Town Centre Plan (TCP).
- The applicant is proposing to replace the existing 50 rental units on site with 89 new rental units in a 5-storey purpose-built rental building. No residents will be displaced through the redevelopment.
- The proposed building height is higher than the 3-4 storeys prescribed in the Cloverdale Town Centre Plan, however, the development will contribute 89 new units of purpose-built rental to the area, which will be secured as rental tenure for 20 years through a Housing Agreement.

-
- The proposal does not comply with the Zoning Bylaw General Provisions for amenity space. The applicant is requesting Council waive the minimum amount of indoor amenity space that must be provided in order to provide cash-in-lieu to satisfy the indoor amenity space requirement of Zoning Bylaw.
 - The applicant's rationale for reducing the indoor amenity space is that indoor amenity spaces within other Columbus Charities facilities are poorly used and generally remain vacant. There is approximately 100 square metres of existing indoor amenity space within the northern property 'Hoffman Manor' (17660 - 60 Avenue) that is currently used by the residents of the subject property 'Southdale Manor I and II'. The existing shared use arrangement is proposed to remain following redevelopment to supplement the proposed on-site indoor amenity space and formalized through registration of a shared use and access agreement/easement on title for both properties.
 - The proposed reduction to the minimum parking requirements are supportable based on the proposed 100% rental tenure and the resident demographic.
 - The proposed building achieves an attractive architectural built form, which utilizes high quality, natural materials, and contemporary lines. The street interface has been designed to a high quality to achieve a positive urban experience between the proposed building and the public realm.

RECOMMENDATION

The Planning & Development Department recommends that:

1. A By-law be introduced to rezone the subject site from 'Multiple Residential 45 Zone (RM-45)' to 'Comprehensive Development Zone (CD)' and a date be set for Public Hearing.
2. Council authorize staff to draft Development Permit No. 7921-0060-00 generally in accordance with the attached drawings (Appendix I).
3. Council approve Development Variance Permit No. 7921-0060-00 (Appendix VII) varying the following, to proceed to Public Notification:
 - (a) to waive the minimum 74 square metres plus 4 square metres per micro unit of indoor amenity space that is required in order to provide cash-in-lieu contribution for the indoor amenity shortfall in accordance with Policy No. O-48.
4. Council instruct staff to resolve the following issues prior to final approval:
 - (a) ensure that all engineering requirements and issues including restrictive covenants, dedications, and rights-of-way where necessary, are addressed to the satisfaction of the General Manager, Engineering;
 - (b) submission of a road dedication plan to the satisfaction of the Approving Officer;
 - (c) approval from the Ministry of Transportation & Infrastructure;
 - (d) resolution of all urban design issues to the satisfaction of the Planning and Development Department;
 - (e) submission of a finalized landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department;
 - (f) submission of a finalized tree survey and a statement regarding tree preservation to the satisfaction of the City Landscape Architect;
 - (g) the applicant satisfy the deficiency in tree replacement on the site, to the satisfaction of the Planning and Development Department;
 - (h) the applicant enter into a Housing Agreement with the City to restrict all 89 dwelling units on the subject site to seniors rental housing for a period of 20 years;
 - (i) provision of cash-in-lieu contribution to satisfy the indoor amenity space requirement of the RM-45 Zone, at the rate in effect at the time of Final Adoption;
 - (j) demolition of existing buildings and structures to the satisfaction of the Planning and Development Department;

- (k) submission of a building demolition security, to ensure demolition of the existing two (2) buildings following occupancy of the proposed building, to the satisfaction of the Planning and Development Department;
- (l) registration of an access easement and shared use agreement with 17660 - 60 Avenue to ensure access to the existing indoor amenity facilities within 17660 - 60 Avenue, and the proposed shared parking;
- (m) registration of a Section 219 Restrictive Covenant requiring the applicant to pay all deferred financial contributions for Public Art, Affordable Housing, and/or Capital Projects Community Amenity Contributions for the development should the project be converted from rental housing to market units at any point in the future, after expiry of the Housing Agreement; and
- (n) the applicant enter into a Housing Agreement with the City to secure 89 units with a mixture of affordable and market rental for seniors for a period of 20 years.

SITE CONTEXT & BACKGROUND

Direction	Existing Use	TCP Designation	Existing Zone
Subject Site	Two 2-storey residential buildings with 50 senior's rental units (Southdale Manor I and II).	Low Rise Residential	RM-45
North:	2-3 storey residential building with senior's rental units (Hoffman Manor) owned by Senior's Housing Society of Surrey.	Low Rise Residential	RM-70
East:	2-storey townhouses and 3-storey townhouse/garden apartment buildings	Low Rise Residential	RM-30
South:	Two 3-storey apartment buildings.	Low Rise Residential	RM-45
West (Across 176A Street):	Townhouses	Townhouses	RM-30

Context & Background

- The subject site is approximately 1.35 acres in size and is comprised of one (1) lot fronting 176A Street, in Cloverdale. The site is currently occupied by two (2) low rise rental apartment buildings, collectively known as 'Southdale Manor I and II', which were constructed in the late 1960's. The existing buildings are two-storey, wood frame buildings with a total of 50 bachelor-style units and are at the end of their serviceable life.
- Residents currently occupying the existing units in 'Southdale Manor I and II' are seniors on limited income. Rents are geared to meet the requirements of government programs for rent geared to income.

- The proposed building will be owned by the Senior's Housing Society of South Surrey (SHSS) and operated by Columbus Charities Association (CCA), a non-profit organization which provides affordable senior's housing. SHSS and CCA have entered into a 75 year lease agreement for redevelopment of the subject site, which will be known as 'Zappone Manor'. CCA will rent the units to qualified residents in the low to moderate income category.
- The northerly adjacent property to the subject site (17660 – 60 Avenue), known as 'Hoffman Manor', is comprised of one (1) low rise rental apartment building with 43 rental units for senior's, owned by SHSS and operated by a sister organization to CCA.
- Residents of 'Southdale Manor I and II' currently utilize the indoor and outdoor amenity space provided in the northerly building 'Hoffman Manor'. This arrangement is proposed to remain as part of the redevelopment proposal and will be secured through registration of a shared access and use agreement registered on title of both properties.

DEVELOPMENT PROPOSAL

Planning Considerations

- To permit the development of a 5-storey purpose-built rental apartment building with a total of 89 units, the applicant has proposed a rezoning of the subject site from 'Multiple Residential 45 Zone (RM-45)' to 'Comprehensive Development Zone (CD)' (based on RM-45) and a Development Permit for Form and Character.
- The applicant is proposing a 5-storey apartment building containing 89 rental units, consisting of 22 one-bedroom units and 67 studio units. 48 of the studio units (71%) are micro units as per the Zoning Bylaw. 19 of the studio units (28%) are accessible.
- There are two (2) existing 2-storey rental buildings on the site, totaling 50 rental units. The existing buildings will remain in their current location during construction and will be demolished once the proposed building is occupied.
- The current residents living in the two (2) existing buildings will not be required to relocate during construction, and construction will be sensitive to the tenants to ensure disruption is minimized. The siting of the new building fronting 176A Street, and relative to the existing buildings, will allow construction to occur with appropriate distancing for fire and emergency service access as well as resident ingress and egress. Temporary parking for the existing tenants has been arranged with the south property (5920, 5906 – 176A Street and 17661 - 58A Avenue).
- During construction there will be a temporary access ramp to the underground parking for temporary storage and access. The temporary access ramp will be relocated following demolition of the two existing buildings, and in the interim condition, maintains site requirements for fire and emergency access.

- Following occupation of the proposed building, the existing tenants will be relocated to the new building and the two (2) existing buildings will be demolished. Upon completion of the demolition, the hardscape and landscape works will be finalized, and the underground parking ramp will be located to its ultimate location.
- The interim condition of the site, including the interim fire and emergency access plan and the interim condition of the underground parking ramp are included in Appendix II.
- Development details are provided in the following table:

	Proposed
Lot Area	
Gross Site Area:	5,479 square metres
Road Dedication:	189 square metres
Undevelopable Area:	N/A
Net Site Area:	5,290 square metres
Number of Lots:	1
Building Height:	17.7 metres
Unit Density:	168 UPH
Floor Area Ratio (FAR):	0.81 FAR
Floor Area	
Residential:	4,418 square metres
Total:	4,418 square metres
Residential Units:	
Micro:	48
Studio:	19
1-Bedroom:	22
Total:	89

Referrals

Engineering:	The Engineering Department has no objection to the project subject to the completion of Engineering servicing requirements as outlined in Appendix III.
Parks, Recreation & Culture:	No concerns.
Ministry of Transportation & Infrastructure (MOTI):	Preliminary Approval granted for the rezoning for one year.

Surrey Fire Department: The proposed 5-storey building does not include a staircase at the primary entrance point to provide access to all above and below-grade storeys. Notwithstanding, Fire's Operations Department has confirmed that the current middle staircase is acceptable and serviceable. Fire has also confirmed that temporary emergency access route to the two existing buildings is satisfactory during construction.

The Fire Access Plan is deemed acceptable for the purpose of the Development Permit. There are a number of comments to be addressed at the Building Permit stage.

Advisory Design Panel: The proposal was considered at the ADP meeting on March 10, 2022 and was supported. The applicant has resolved most of the outstanding items from the ADP review as outlined in the Development Permit section of this report. Any additional revisions will be completed prior to Council's consideration of Final Adoption of the rezoning by-law, to the satisfaction of the Planning and Development Department.

Transportation Considerations

Road Network and Infrastructure

- The applicant is required to dedicate and construct the following improvements along the site's road frontages:
 - Dedicate approximately 1,942 metres along 176A Street;
 - Construct the east side of 176A Street as per the unique cross section of the Cloverdale Town Centre Plan; and
 - Construct a driveway with a 7.3 metre wide concrete letdown along 176A Street.

Access

- Access to the site will be provided via an internal drive aisle from 176A Street.
- Vehicle access to the underground parking is proposed via a ramp at the northern edge of the site. Temporary access to the parkade ramp will be via an internal drive aisle at the rear (east) of the proposed building, and at the front (west) of Building C (Appendix II). Following demolition of Buildings B and C, the parkade access ramp will shifted further east, and will be accessible via drive aisles within the surface parking lot.

Cloverdale Off-Street Parking Bylaw & Senior's Parking Rates

- The site is subject to the Cloverdale Off-Street Parking Bylaw No. 3740 ('Cloverdale Parking Bylaw'), which requires a cash-in-lieu payment for any shortfall of required parking spaces for uses located within the geographical area defined within the Cloverdale Parking Bylaw.
- A study to determine appropriate parking rates for senior's housing facilities in the City of Surrey was undertaken in a 2006 report entitled *Review of Parking Rates – Part 1: Senior's*

Housing by Opus Hamilton Consultants Ltd. The study is based on land use characteristics, parking demands at existing facilities and research trends.

- The study recommended a rate of 0.55 parking spaces per residential dwelling unit for senior's independent living housing, which is defined as housing where residents do not require continuous on-site services and require minor support to remain independent. Independent senior's living is the form of housing proposed for the subject development. Residents are fully independent are not provided meals, health, or service care in their home. Senior's independent living, as defined in the Opus Hamilton Report (2006), most closely resembles the type of senior's living proposed through the subject affordable housing project.
- The proposed development complies with the 0.55 spaces per unit parking rate recommended for senior's independent living, as specified within the Opus Hamilton 2006 report. Therefore, for the purposes of the Cloverdale Parking Bylaw, the subject development has no shortfall of required parking spaces
- A Housing Agreement with the City will be required to secure the 89 purpose-built rental units, including 50 below-market rental units, for a minimum of 20 years. Given that the applicant has demonstrated that the proposed parking rate is appropriate for similar affordable rental buildings, the proposed parking rate is acceptable.
- As the proposed parking rate is appropriate for senior's independent living housing, it is also appropriate for the proposed affordable housing secured through a future Housing Agreement, and does not result in a shortfall in parking that would require a cash-in-lieu contribution as per the Cloverdale Parking Bylaw. The proposed parking rate is supported by Staff.

Transit

- The site is within walking distance of numerous bus stops. Within 350 metres of the site, there are bus stops north and southbound on 176A Street and Cloverdale Bypass (Highway 15), as well as east and westbound on 60 Avenue. The closest bus stop to the site is approximately 15 metres from the site, directly across 176A Street, and is an accessible bus stop.

Sustainability Considerations

- The applicant has met all of the typical sustainable development criteria, as indicated in the Sustainable Development Checklist.

POLICY & BY-LAW CONSIDERATIONS

Regional Growth Strategy

- The subject property is designated General Urban in the Regional Growth Strategy (RGS). The proposed development complies with the General Urban RGS designation.

Official Community Plan

Land Use Designation

- The subject site is designated Multiple Residential in the Official Community Plan (OCP). The proposed development complies with the Multiple Residential OCP designation.

Themes/Policies

- The proposed development is consistent with the following OCP Themes and Policies:
 - Growth Management
 - Growth Priorities: Support compact and efficient land development that is consistent with the Metro Vancouver *Regional Growth Strategy* (RGS).
 - Growth Priorities: Accommodate urban land development first in City Centre and Town Centre locations well-served by local services, infrastructure, and transit.
 - Accommodating Higher Density: Direct residential and mixed-use development into Surrey's City Centre, Town Centres, along Frequent Transit Corridors and in approved Secondary Plan areas, at densities sufficient to encourage commercial development and transit service expansion.
 - Society and Culture
 - Affordable Market Rental: Ensure an adequate supply of rental housing units in all areas of the city.
 - Affordable Market Rental: Encourage and support the development of new purpose-built rental apartments through such actions as expedited development application and reduced parking requirements, where appropriate.

Secondary Plans

Land Use Designation

- The subject site is designated 'Low Rise Residential' in the Cloverdale Town Centre Plan, which allows four (4) storeys and 1.5 FAR.
- The proposal complies with the 1.5 FAR density specified in the Plan, however, exceeds the permitted four (4) storeys in the 'Low Rise Residential' designation. Staff are supportive of the proposed five (5) storeys for this purpose-built rental building.
- The applicant has submitted letters of support from the Cloverdale District Chamber of Commerce and the Cloverdale Business Improvement Association (BIA).
- The Cloverdale Community Association (CCA) has also indicated support for the proposed development.

Themes/Objectives

- The proposal is in keeping with the following land use strategies of the Cloverdale Town Centre Plan:
 - Attract Residents – Improve the balance of housing types and affordability, focus new housing with walking distance of downtown, and provide new parks and amenities within walking distance of all households.

Rental Housing Redevelopment Policy

- On April 9, 2018, Council approved Corporate Report No. Ro66, which outlines City Policy No. O-61 (Rental Housing Redevelopment: Rental Replacement and Tenant Relocation Assistance Policy) as part of Surrey's Affordable Housing Strategy: A Focus on Rental Housing.
- The Surrey Affordable Housing Strategy includes specific strategies to prevent the loss of purpose-built rental housing and strengthen protection for tenants. The Rental Housing Redevelopment Policy (City Policy No. O-61) sets out requirements for the redevelopment of purpose-built rental housing and provision of assistance to tenants when redevelopment occurs.
- The following illustrates the rental replacement requirements and the applicant's responses (staff comments in italics):
 - Redevelopment of a purpose-built rental site requires replacement of the existing rental units within the new development.
 - The proposed 5-storey apartment building will provide a total of 89 non-market and market rental units, replacing 50 existing rental units. There will be a net increase of 39 purpose-built rental units.

This requirement of City Policy No. o-61 is satisfied.

- Replacement of purpose-built rental units shall include, at a minimum, the same number of total bedrooms as in the original development.
 - The 50 existing studio units will be replaced with 67 studio units, 19 of which will be accessible studio units; 22 one-bedroom units are also proposed.

The 1:1 replacement requirement under City Policy No. o-61 is being exceeded.

- Replacement units are required to be 'affordable rental' for low-to-moderate income households, rented as a maximum of 10% below current Canadian Market and Housing Corporation (CMHC) average rents for the applicable unit size in the City of Surrey. Current average rental rates for Surrey are provided in CMHC's Rental Market Report: Vancouver CMA, which is released annually in the fall.

- The 28 replacement units rented at 79% of CMHC median rate meets and exceeds the affordability requirement of Policy O-61 by providing rents at significantly more affordable rates.
- The remaining 22 replacement units rented at 10% below the CMHC average market rate meets the affordability requirements of Policy O-61 and provide affordable rental rates for low-to-moderate income households.
- The additional 39 rental units secured via the Housing Agreement exceed the rental replacement requirements of Policy O-61.
- Existing tenants will not be displaced by the proposed redevelopment and will have the right of first refusal for a unit in the new building at either 10% below the CMHC average rent, or at a lower rate of 21% below CHMC median rate.

This requirement of Policy O-61 is satisfied.

- Affordable rental replacement units shall be secured as rental with a Housing Agreement. In addition to tenure, the Housing Agreement shall specifically target households (low-to-moderate income households, with reference to BC Housing's Housing Income Limits), rental rates, and administration and management of the units, and the requirement of annual reporting to the City on the operations of the affordable rental replacement units.
 - All 89 proposed rental units will be secured with a Housing Agreement for a term of 20 years, with 50 of the units specifically targeting low to moderate income households. Existing tenants will be guaranteed rents at either 10% below the CMHC average rent, or a lower rent of 21% below CMHC median rate.

The applicant has agreed to a Housing Agreement in writing, with the understanding that the Housing Agreement will be introduced for first, second, and third reading at a subsequent Regular Council – Land Use meeting.

- The affordable rental replacement units must be managed by a non-profit organization, or a non-profit/social enterprise property management firm as approved by the City.
 - The proposed building will be managed by Columbus Charities Association (CCA), a non-profit registered charity. As a charity, CCA will rent the units to qualified residents in the low-to-moderate income category.

This requirement of City Policy No. o-61 is satisfied.

- Replacement rental units shall be located on the same development site as the original units. In special cases, replacement units off-site may be considered, at a location in the same neighbourhood.

- The replacement rental units are proposed to be on the same development site as the original 50 rental units proposed to be demolished at 5956 - 176A Street.

This requirement of City Policy No. o-61 is satisfied.

- A proposal acceptable to the City shall be provided by the Proponent with the development application. The proposal shall outline how the Proponent's application meets the rental replacement requirements of the Policy.
 - The applicant submitted a Tenant Relocation Plan as part of their Development Application and will update the plan as the proposal progresses.

The Tenant Relocation Plan is attached to this report as Appendix VI.

- In accordance with Policy No. O-61, the applicant has taken the following actions:
 - Provided a Current Occupancy Summary for the existing rental units proposed to be replaced, including: the size of unit, the number of bedrooms for each unit, the rental rates, the number of vacant units, demographic profiles, and length of tenancy;
 - Provided a Communications Plan detailing how and when residents are notified of the application process and opportunities to provide input;
 - Appointed a Tenant Relocation Coordinator to facilitate communications with the tenants throughout the development proposal process; and
 - Provided a Tenant Relocation Plan (Appendix VI) that outlines tenant eligibility, financial compensation, relocation assistance, and right of first refusal.
- The proposal is deemed to partially comply with City Policy No. O-61 and, therefore, staff are supportive of the proposal proceeding to Public Hearing.
- 35 tenants attended an introductory meeting with CCA on May 4th (as detailed in the Tenant Relocation Plan) and are aware of the slight increase in rent. At the time of this report, no residents had indicated they would be moving elsewhere at the time of the relocation.

Housing Agreement

- Section 483 of the Local Government Act authorizes local governments to enter into Housing Agreements, for terms and conditions agreed to by the owner and the local government, that pertain to the occupancy of the housing units.
- The proposed Housing Agreement will regulate the 89 dwelling units in the proposed 5-storey apartment building, as a mixture of affordable and market rental units for seniors. The Housing Agreement will be introduced for first, second, and third reading at a subsequent Regular Council – Land Use meeting.

- The forthcoming Housing Agreement will be adopted by Bylaw and registered on title of the property. The agreement will restrict all 89 units to rental tenure for a period of 20 years, while also guaranteeing that some units will be rented to low-to-moderate income households. Units rented to existing eligible tenants through the right of first refusal will be offered at rents equivalent to CMHC median market rental rates or 21% below CMHC median market rental rates.
- Of the 89 proposed rental units, the 50 replacement units will be offered at below-market rates with the following breakdown:
 - 28 units will be offered at a rate equivalent to 79% of CMHC median rate.
 - 22 units rented at the 10% below CMHC average rate.
- An additional 17 units will be rented at rates within the Housing Income Limits rates (HILs) specified by BC Housing.
- The remaining 22 units will be rental units rented at market rental rates.
- In total, 75% of the proposed units meet the definition of non-market rental housing including the 17 units rented at rates within the HIL limits as specified by BC Housing.
- The City may from time to time require that the owner of the building provide written proof of compliance with the Housing Agreement.
- The Housing Agreement Bylaw will be brought forward for final adoption concurrently with final adoption of the subject Rezoning Bylaw and the issuance of the Development Permit, once all of the outstanding conditions associated with the application are fulfilled.

Zoning By-law

- The applicant is requesting Council waive the Zoning Bylaw requirement that 74 square metres plus 4 square metres per micro unit of indoor amenity space be provided in order to provide cash-in-lieu contribution for the indoor amenity shortfall in accordance with Policy No. O-48.
- The Zoning Bylaw requires 315 square metres of indoor amenity for the proposed development, inclusive of the additional indoor amenity requirement for the proposed 48 micro units.
- In addition, as per City Policy No. o-48, cash-in-lieu of indoor amenity may only be considered if a minimum of 266 square metres (74 square metres plus 4 square metres per micro unit) of indoor amenity is provided on the subject site.
- The proposal provides 115 square metres of indoor amenity, which does not meet the required minimum amount to consider cash-in-lieu.
- The applicant is proposing 115 square metres of indoor amenity space within the proposed 5-storey building. Cash-in-lieu for the shortfall of 200 square metres of indoor amenity within the proposed building will be required at the time of final adoption in accordance with City Policy No. o-48.

- In addition, the northerly property 'Hoffman Manor' has approximately 100 square metres of existing indoor amenity space, which is currently used by the residents of the subject property 'Southdale Manor I and II'. To offset the reduction in the provision of indoor amenity on the subject site, use of the existing indoor amenity space within the northerly building 'Hoffman Manor' by residents of the subject property is proposed to continue. A shared use and access easement/agreement will be registered on title for both properties as a condition of final adoption.

CD By-law

- The applicant is proposing a 'Comprehensive Development Zone (CD)' to accommodate the proposed 5-storey rental apartment building on the site. The CD Bylaw will have provisions based on the 'Multiple Residential 45 Zone (RM-45)'.
- A comparison of the RM-45 Zone, and the proposed CD Bylaw is illustrated in the following table:

Zoning	RM-45 Zone (Part 23)	Proposed CD Zone
Floor Area Ratio:	1.3	0.83
Units per Hectare	111	168
Lot Coverage:	45%	17%
Yards and Setbacks		
North:	7.5 m	4.5 m
East:	7.5 m	7.5 m
South:	7.5 m	7.5 m
West (176A Street):	7.5 m	4.5 m
Principal Building Height:	15 m	18 m
Permitted Uses:	<ul style="list-style-type: none"> Multiple unit residential buildings Ground-oriented multiple unit residential buildings Child care centres 	<ul style="list-style-type: none"> Multiple unit residential buildings Ground-oriented multiple unit residential buildings
Amenity Space		
Indoor Amenity:	<ul style="list-style-type: none"> 3.0 sq. m. per dwelling unit 4.0 sq. m. per micro unit 	The applicant proposes 115 m ² + CIL to meet the Zoning By-law requirement.
Outdoor Amenity:	<ul style="list-style-type: none"> 3.0 sq. m. per dwelling unit 4.0 sq. m. per micro unit 	The proposed 994 m ² meets the Zoning By-law requirement.
Parking (Part 5)		
	Required	Proposed
Number of Stalls		
Residential:	98	31
Residential Visitor:	N/A	18
Total:	98	73
Bicycle Spaces		
Residential Secure Parking:	107	0
Residential Visitor:	6	6

- The density (UPH) has been increased from 111 units per hectare (uph) in the RM-45 Zone to 168 uph in the CD Zone to accommodate the number of studio and micro units. The proposed FAR (0.83) complies with the Cloverdale Town Centre (CTC) Plan and OCP designation of Multiple Residential, which allows up to 2.0 FAR in Urban Centres. The proposed increase in density permits an additional storey of purpose-built rental dwelling units and meets the intent of both the CTC Plan and OCP.
- The maximum permitted building height has been increased from 15 metres in the RM-45 Zone to 18 metres. The building height increase is required to accommodate the proposed 5th storey, which staff consider to have merit given the proposed rental tenure. The proposed 5th storey and height variance is acceptable to the Cloverdale Community Association, Cloverdale BIA, and the Cloverdale District Chamber of Commerce.
- The applicant is proposing to eliminate the requirement of the RM-45 Zone for balconies for non-ground oriented dwelling units, the greater size of 5% of the dwelling unit size or 4.6 square metres per dwelling unit.
 - The project is following CMHC financing and development guidelines for non-market rental facilities and is pursuing the National Housing Co-Investment Fund, which provides low-cost and forgivable loans for the construction of affordable housing. The cost to construct and maintain balconies is a challenge for this affordable senior's housing development as it risks the financial viability of the project from both a capital cost and annual operating cost perspective. As a result, balconies have not been provided for the non-ground oriented units of the building.
 - Staff are generally not supportive of omitting balconies, as balconies improve liveability in multiple residential buildings and provide opportunities for residents to enjoy access to the outdoors, and staff and ADP have noted concerns with respect to the lack of balconies within the proposed development.
 - In this circumstance, staff have worked with the applicant to find a suitable balance between the financial viability of the proposed affordable senior's housing development and the need to provide an appropriate amount of indoor and outdoor amenity space for the residents.
- The north (side) yard setback (adjacent 'Hoffman Manor') is proposed to be reduced from 7.5 metres to 4.5 metres, to accommodate the built form, and for improved pedestrian connectivity between the sites to access shared amenity spaces.
- The west (front) yard setback to 176A Street is proposed to be reduced from 7.5 metres to 4.5 metres, to accommodate the built form, which is generally consistent with other similar 5-storey apartment development.

Parking

- The subject site is currently part of an informal agreement with the site to the north 'Hoffman Manor' (17660 – 60 Avenue) to share all surface parking. The existing parking arrangement between the sites is proposed to be upheld following redevelopment. All surface and underground parking stalls are proposed to be shared between the sites. The applicant will be required to register an access easement/parking agreement on both properties to formalize the shared parking arrangement as a condition of Final Adoption.
- Given the shared parking requirements, the proposed 89 rental units on the subject site, and the existing 43 units on the northerly site (132 units total) combined require a minimum of 172 parking stalls to be provided on the subject site, based on provisions with the Zoning Bylaw.
- The applicant is proposing to provide 73 parking spaces (55 surface stalls and 18 underground) for the subject site and the site to the north (Hoffman Manor), equivalent to a ratio of 0.55 parking spaces per residential unit and inclusive of 0.20 spaces for visitors, for both sites. The CD Bylaw specifies an on-site parking rate for the subject site of 0.82, which is 0.53 parking spaces per residential unit and 0.29 parking spaces for visitors, equivalent to a rate of 0.55 when considering the future shared use and access easement/agreement with the northerly site.
- As noted previously in the report, a study to determine appropriate parking rates for senior's housing facilities in the City of Surrey was undertaken in a 2006 report entitled *Review of Parking Rates – Part 1: Senior's Housing* by Opus Hamilton Consultants Ltd.
- The study recommended a rate of 0.55 parking spaces per residential dwelling unit for senior's independent living housing. The proposed development complies with the 0.55 spaces per unit parking rate recommended for senior's independent living.
- A Parking Study by R.F Binnie & Associates (May 12, 2021) was submitted in support of the proposed development. The Parking Study states the parking demand for the subject site 'Zappone Manor' and the northerly site (Hoffman Manor) is 53 parking stalls. Although the subject site has a shortfall when compared to Zoning Bylaw requirements, the proposed 73 stalls exceed the parking demand for both sites.
- Staff have reviewed the proposal and the submitted Parking Study and are supportive of the proposed 0.55 per residential dwelling unit parking rate for the subject site and northerly site. The Parking Study has confirmed that parking requirements for both sites are minimal given the demographic of residents (low income seniors) and that most residents rely on public transportation and Handi-dart as owning and operating a vehicle may not be financially feasible.
- The applicant will be required to register an access easement/parking agreement to formalize the shared parking arrangement with 17660 – 60 Avenue (Hoffman Manor) as a condition of Final Adoption specifying that all proposed surface and underground parking stalls (73 total) is to be shared with the northerly site.

- The RM-45 Zone requires 50% of all required resident parking spaces to be provided as underground parking or as parking within the building envelope. Eighteen (18) of the proposed 73 parking stalls (25%) are proposed as underground parking stalls, with the remaining 55 stalls as surface parking stalls. The applicant has indicated they are not able to accommodate a larger underground parking area, given operational budget and funding restrictions which determine the financial viability of the project.
- The Zoning Bylaw requires one (1) accessible parking stall for the proposed development. The applicant has exceeded the Zoning Bylaw requirement with the provision of five (5) accessible parking stalls within the surface parking lot.
- The RM-45 Zone specifies that parking is not permitted within the required setbacks. Two (2) vehicular parking stalls are currently proposed within the south side yard setback. The departure from the RM-45 Zone is required to maximize the outdoor amenity area at the south of the site and accommodate more surface parking, as additional underground parking is not financially feasible for the applicant.
- The RM-45 Zone requires a secure bicycle parking area, provided in a separate room within the building, whether above or below grade. The project does not include a bicycle parking room as part of the development, given the demographic of the residents, and their reliance on public transportation and Handi-dart for travel. The proposal does include two (2) underground parking rooms for scooters, as well as 6 visitor bicycle parking stalls near the front and rear entrances to the proposed building.

Capital Projects Community Amenity Contributions (CACs)

- On December 16, 2019, Council approved the City's Community Amenity Contribution and Density Bonus Program Update (Corporate Report No. R224; 2019). The intent of that report was to introduce a new City-wide Community Amenity Contribution (CAC) and updated Density Bonus Policy to offset the impacts of growth from development and to provide additional funding for community capital projects identified in the City's Annual Five-Year Capital Financial Plan.
- As the proposed development is comprised entirely of rental housing units, the proposed development will not be required to pay Community Amenity Contributions (CACs) as they are not required for rental housing secured with a Housing Agreement of a minimum of 20 years.
- Following the term of the 20-year Housing Agreement, should any units be converted from rental housing to market units, the applicant is required to pay the deferred financial contribution for CACs. A Restrictive Covenant specifying this requirement will be registered on title as part of the subject proposal.

Affordable Housing Strategy

- On April 9, 2018, Council approved the City's Affordable Housing Strategy (Corporate Report No. Ro66; 2018) requiring that all new rezoning applications for residential development contribute \$1,000 per new unit to support the development of new affordable housing. The funds collected through the Affordable Housing Contribution will be used to purchase land for new affordable rental housing projects.
- Since all the proposed units are purpose-built rental units, secured via a Housing Agreement for 20 years, no contribution is required. Following the term of the 20-year Housing Agreement, should any units be converted from rental housing to market units, the applicant is required to pay the deferred financial contribution for the Affordable Housing Strategy. A Restrictive Covenant specifying this requirement will be registered on title as part of the subject proposal.
- The proposed development is in keeping with the City's Affordable Housing Strategy to encourage the development of new purpose-built rental housing.

Public Art Policy

- Typically, an applicant is required to provide public art, or register a Restrictive Covenant agreeing to provide cash-in-lieu, as at rate of 0.5% of construction value, to adequately address the City's needs with respect to public art, in accordance with the City's Public Art Policy requirements. Since all of the proposed units are market rental housing units, this contribution is not required.
- Following the term of the 20-year Housing Agreement, should any units be converted from rental housing to market units, the applicant is required to pay the deferred financial contribution for Public Art. A Restrictive Covenant specifying this requirement will be registered on title as part of the subject proposal.

PUBLIC ENGAGEMENT

- Pre-notification letters were sent on May 10, 2022, and the Development Proposal Signs were installed on April 28, 2022. At the time of this report, staff received one (1) response from neighbouring residents (*staff comments in italics*):
 - A member of the public called staff inquiring how to apply for a rental unit within the proposed development.
Staff directed the inquirer to contact Senior Citizens Housing of South Surrey and Columbus Charities Association for more information regarding future occupancy of the rental units.
- The subject development application was reviewed by the Cloverdale Community Association on May 11, 2022. The Cloverdale Community Association is supportive of the proposed development.

DEVELOPMENT PERMITS

Form and Character Development Permit Requirement

- The proposed development is subject to a Development Permit for Form and Character and is also subject to the urban design guidelines in the Cloverdale Town Centre Plan (TCP).
- The proposed development partially complies with the Form and Character Development Permit guidelines in the OCP and the design guidelines in the Cloverdale Town Centre Plan (TCP).
- The applicant is proposing a 5-storey apartment building containing 89 rental units, consisting of 22 one-bedroom units and 67 studio units. The size of the studio units range from 33 to 37 square metres, and 48 of the studio units (71%) are micro units as per the Zoning Bylaw. 19 of the studio units (28%) are accessible. The one-bedroom units range from 49 to 58 square metres.
- Up to four-storey apartments are supportable in Cloverdale Town Centre; however, the plan allows an additional floor for rental development and staff supported the additional 5th storey on this basis.
- The proposed building fronts 176A Street and has a contemporary design with a clean and visually appealing architectural expression. The framed brick elements add texture and articulation to the facades.
- The lower roof elements, exposed wood columns, and entry canopy help with the scale of the development.
- The general materials and choice of cladding (panel siding, lap siding to mimic wood, brick and wood stain) create visual articulation along the street.
- The proposal does not include stepping back above the fourth storey as per the Cloverdale Town Centre (CTC) design guidelines, however the proposal does follow the CTC guidelines by providing a minimum 4.5 metre setback to interfaces, using natural materials (brick) at the street level, and incorporating simple material and window configurations.
- Resident pick up and drop off will take place at the building's rear lobby. There is a large surface parking lot at the rear of the site, mostly behind the proposed building away from the public realm. There is a small portion of the southeast of the site, proximal to the outdoor amenity area, which will also be used as surface parking. These stalls will be comprised of interlock pavers rather than asphalt.
- The applicant has worked with staff to:
 - Simplify and improve the massing and materials of the proposed building;
 - Develop an accessible relationship between the indoor and outdoor amenity spaces within the site, as well as with the neighbouring amenity space at 17660 – 60 Avenue;
 - Improve the surface parking lot with enhanced landscaping and provide more accessible parking stalls; and
 - Increase daylighting within the building to maximize natural light.

Landscaping

- The proposed landscaping for the site includes a mix of trees, shrubs, dwarf conifers, ferns, grasses, and perennials, along with hardscaping, site furnishings, lighting, and fencing.
- The landscaping concept proposes landscaping for the large outdoor amenity area at the south of the site, for the site's front and rear entrance areas, and for the pedestrian pathways connecting the amenity spaces. Landscaping is also proposed within curbed landscape islands in the surface parking lot.
- At grade units have patio spaces with pavers, trees, and landscaping to create semi-private outdoor spaces for residents.
- The surface parking lot east of the outdoor amenity area is comprised of interlocking pavers rather than asphalt.

Indoor and Outdoor Amenity

- The required indoor amenity space is 315 square metres, while the applicant is proposing 115 square metres on the ground floor.
- There is approximately 100 square metres of existing indoor amenity space within the northerly property 'Hoffman Manor' (17660 – 60 Avenue). This indoor amenity space is currently used by the residents of the subject property 'Southdale Manor I and II'. The shared use arrangement is proposed to remain following redevelopment to supplement the proposed on-site indoor amenity space. A shared use and access agreement/easement will be registered on title of both properties to secure the arrangement.
- The existing indoor amenity space within 'Hoffman Manor' consists of dining tables, chairs, a TV, and exercise equipment (exercise bike and treadmill). The CCA is expecting a similar configuration of the indoor amenity space in the proposed building.
- The proposal does not comply with the General Provisions – Amenity Space in the Zoning Bylaw. The applicant is seeking a variance to waive the requirement that 266 square metres of indoor amenity space be provided prior to giving consideration to the provision of cash-in-lieu to meet Zoning Bylaw requirements.
- The applicant's rationale for reducing the indoor amenity space is that indoor amenity spaces within other Columbus Charities facilities, which is provided at significant cost to the operator, are poorly used and generally remain vacant. Over time they become repositories and general storage areas. CCA's experience is that for the target demographic (low income seniors), residents are more interested in lower rents than amenities in features in the building. CCA is confident the 115 square metres of indoor amenity will be able to accommodate the programs offered time to time.
- As noted previously in the report, staff have worked closely with the applicant to find a suitable balance between ensuring the financial viability of this affordable rental project while still providing appropriate amenity space for the residents.

- The subject development is within walking distance and a short transit trip from the Cloverdale Recreation Centre.
- The applicant will be required to pay cash-in-lieu for the remaining shortfall of indoor amenity space as a condition of Final Adoption, subject to Council approval.
- A large outdoor amenity area (approximately 963 square metres) is located at the south of the site and is programmed with a pergola and a walking trail to encourage residents to spend time in the space.
- The applicant has worked with staff to improve the accessibility and pedestrian connections between the amenity spaces within the site, as well as improve access to the existing indoor amenity on the neighbouring 'Hoffman Manor' site.

Outstanding Items

- There are a limited number of Urban Design items that remain outstanding, and which do not affect the overall character or quality of the project. These generally include:
 - Coordinating the pedestrian and vehicular access in the interim condition;
 - Further refinement of the landscape concept; and
 - Design development and refinement of the architectural features, and materials.

TREES

- Kelly Koome, ISA Certified Arborist of Van Der Zalm + Associates prepared an Arborist Assessment for the subject property. The table below provides a summary of the tree retention and removal by tree species:

Table 1: Summary of Tree Preservation by Tree Species:

Tree Species	Existing	Remove	Retain
Deciduous Trees (excluding Alder and Cottonwood Trees)			
Pin Oak	1	1	0
Cherry	3	3	0
Coniferous Trees			
Colorado Spruce	1	1	0
Total (excluding Alder and Cottonwood Trees)	5	5	0
Total Replacement Trees Proposed (excluding Boulevard Street Trees)		36	
Total Retained and Replacement Trees		36	
Contribution to the Green City Program		N/A	

- The Arborist Assessment states that there is one (1) mature tree on the site, excluding Alder and Cottonwood trees. No trees are proposed to be retained as part of the development proposal. The proposed tree retention was assessed taking into consideration the location of services, building footprints, road dedication and proposed lot grading.
- Ten (10) replacement trees are required for the proposed development. The applicant is proposing 36 replacement trees, exceeding City requirements.
- In addition to the replacement trees, boulevard street trees will be planted on 176A Street. This will be determined by the Engineering Department during the servicing design review process.
- The new trees on the site will consist of a variety of trees including Grand Fir, Bloodgood Japanese Maple, Katsura, Royal Star Magnolia, Ruby Vase Persian Parrotia, Arnold Sentinel Austrian Black Pine, Pyramidal White Pine, Red Oak, Ivory Silk Japanese Tree Lilac and Littleleaf Linden.
- In summary, a total of 36 trees are proposed to be retained or replaced on the site with no contribution to the Green City Program.

INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I.	Site Plan, Building Elevations, Landscape Plans and Perspective
Appendix II	Interim Condition Site Plans
Appendix III.	Engineering Summary
Appendix IV.	Summary of Tree Survey and Tree Preservation
Appendix V	ADP Comments and Response
Appendix VI	Tenant Relocation Plan
Appendix VII	Development Variance Permit 7921-0060-00

approved by Ron Gill

Jeff Arason
Acting General Manager
Planning and Development

SC/cm

design rationale

project description

THIS PROPOSED DEVELOPMENT IS FIVE-STOREY WOOD FRAME 89-UNIT MULTI-RESIDENTIAL DEVELOPMENT OF SUPPORTED LIVING ON A SINGLE-LEVEL UNDERGROUND CONCRETE PARKADE.

environmental sustainability

IN THE BIG PICTURE, THE NEW DEVELOPMENT REPLACES OLD AND INEFFICIENT RESIDENTIAL BUILDINGS WITH NEW FACILITIES DESIGNED TO MUCH HIGHER STANDARDS FOR ENERGY EFFICIENCY AND SUSTAINABILITY. THESE OBJECTIVES ARE ALSO ADDRESSED WITHIN THE DEVELOPMENT BY THE PROVISION OF BIKE RACKS AND BIKE STORAGE, LARGE OPEN GREEN SPACES, LIGHT POLLUTION REDUCTION BY MEANS OF DARK SKY-COMPLIANT EXTERIOR LIGHTING SYSTEMS, WATER-EFFICIENT LANDSCAPING AND PLUMBING SYSTEMS, NATURAL VENTILATION...

massing, form & character

THE BUILDING FACADE IS RHYTHMICALLY DIVIDED UP AND MASSED VERTICALLY AND HORIZONTALLY IN SUCH A WAY TO CREATE A SENSE OF INDIVIDUALITY AND TO APPEAR AS SEPARATE SMALLER BUILDINGS EMPHASIZING A 4-STORY HEIGHT. THE FIFTH FLOOR IS FINISHED IN LIGHTER COLOUR TO HAVE IT VISUALLY REcede UNITS LOCATED ALONG THE 176A STREET FRONT HAVE A GROUND FLOOR PLANE SCALED AND MASSED TO PRESENT A FRIENDLY AND INVITING CONNECTION WITH THE STREET, STRENGTHENED BY PATIOS WITH ACCESS FROM EACH UNIT. THE EXTERIOR TREATMENT REFLECTS AN URBAN CONTEMPORARY VERNACULAR WITH THE USE OF GRAY, OFF-WHITE AND MASONRY TONES ALONG WITH WOOD FEATURES AND MASONRY ELEMENTS TO BRING A SENSE OF WARMTH AND WELCOMING AS A LIVABLE PLACE WITHIN THIS NEIGHBOURHOOD IN THE CITY OF SURREY. FEATURE PROJECTIONS PROVIDED AROUND THE BUILDING ADD HIGHLIGHTS OF COLOUR AND VISUAL INTEREST TO THE BUILDING FACADE. MATERIALS CONSIST OF A BLEND OF BRICK, WOOD ELEMENTS, & CEMENTITIOUS CLADDING WITH GLASS GUARDRAILS AT THE JULIETTE BALCONIES THAT BOTH ARTICULATE A LOWER SCALE ALONG THE STREET AND ALSO ALLOW A SENSE OF INTEREST, OPENNESS AND LIVABILITY AT THE UPPER EXTERIOR INTERFACES WITH THE PUBLIC REALM, WITH ENHANCED VIEWS ALLOWING TENANTS TO EXPERIENCE THE OUTDOORS WHILE YET MAINTAINING PRIVACY WITHIN THE SUITES. THE COLOUR PALETTE USES NATURAL EARTH TONES WHICH WILL BLEND SEAMLESSLY INTO THE NEIGHBORHOOD AND WILL ALSO ENHANCE DIVERSITY WITHIN THE NEIGHBORHOOD. THE ROOF IS FLAT WITH STEPPED UP ROOF FEATURES AT THE BUILDING ENTRANCE AND RAISED FEATURE CORNER ELEMENTS. INCORPORATED INTO THE GROUND LEVEL LANDSCAPING ARE PRIVACY HEDGES TO ACCOMMODATE SOFT EDGING AND GREENERY AND TO REDUCE MASSING ALONG THE STREET FACE.

crime prevention

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN PRINCIPLES (CPTED) HAVE BEEN INCORPORATED INTO THE DESIGN BY MEANS OF NATURAL SURVEILLANCE THROUGHOUT THE PERIMETER, INTERIOR COURTYARDS AND PARKADE LEVELS BY MEANS OF CLEAR VIEWING LINES FROM THE RESIDENTIAL UNITS AND BALCONIES, ELIMINATION OF ALL POTENTIAL DARK AREAS AND ACCESSES/EXITS, CLEARLY DEFINED MAIN ENTRANCES AND SECURE AND FULLY ACCESSIBLE PARKING.



main entry bldg d s/w corner



s/e corner



main bldg entrance



parkade entrance east side



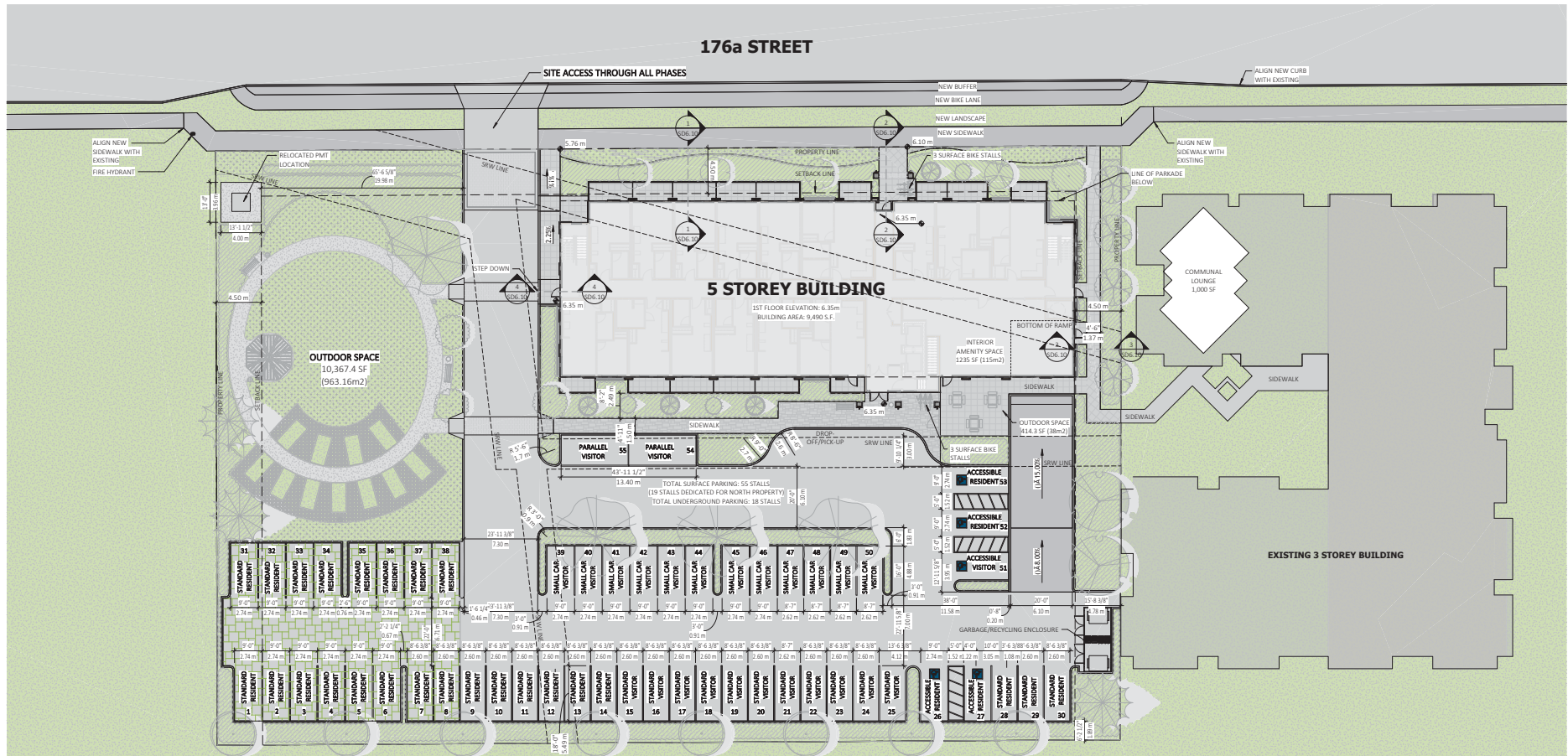
ZAPPONE MANOR AFFORDABLE SENIOR HOUSING
5956 176A STREET, SURREY BC

DESIGN RATIONALE
SCALE: N.T.S.



SUBMISSION TO COUNCIL
22-05-17 REVISION #:
CITY OF SURREY FILE # 7921-0060-00
PROJECT NUMBER: 16-158.1

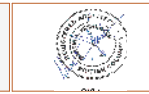
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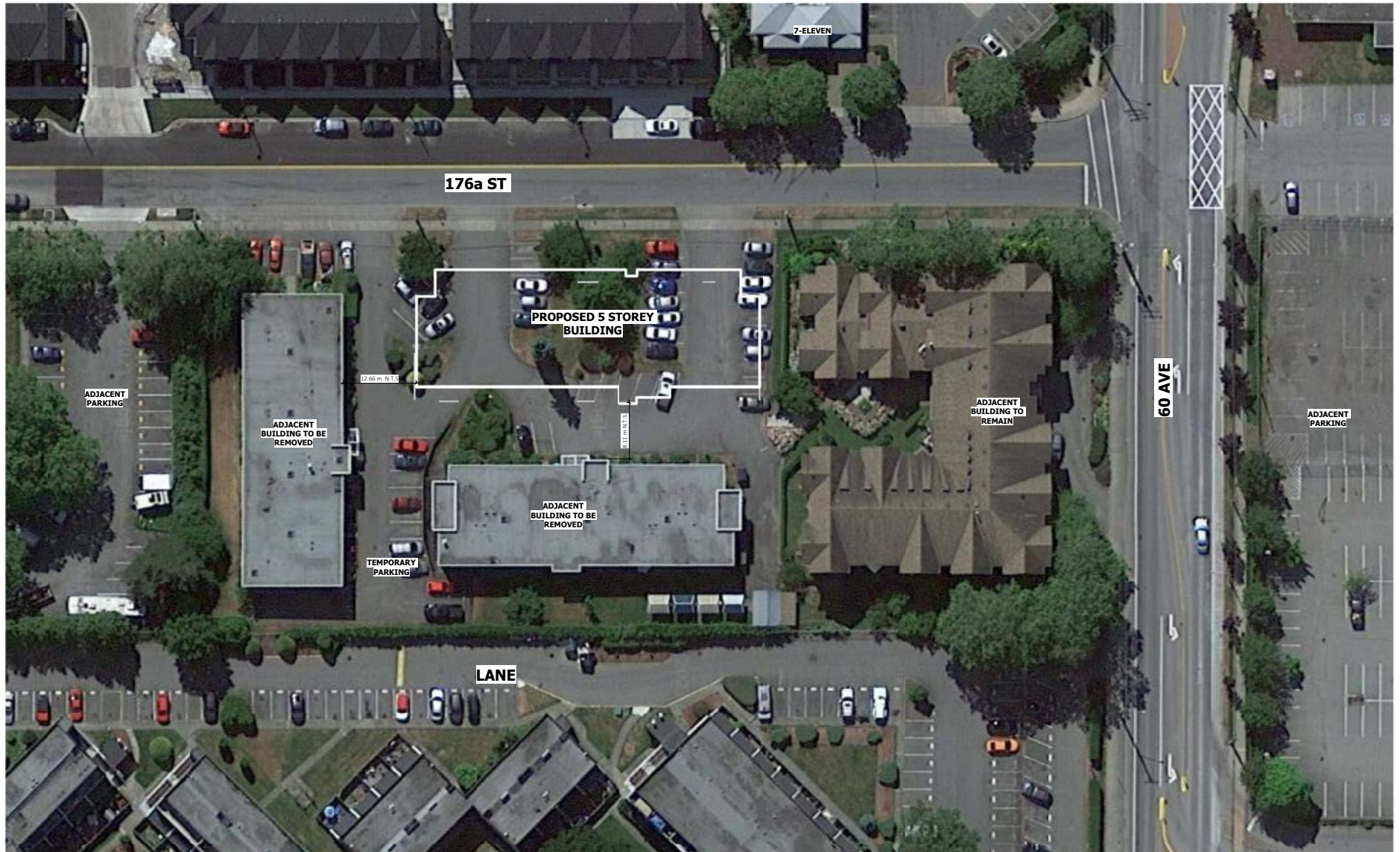
ZAPPONE MANOR AFFORDABLE SENIOR HOUSING
5956 176A STREET, SURREY BC

SITE PLAN - PHASE 2
SCALE: 1/16" = 1'-0"

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22-05-19 REVISION #:
CITY OF SURREY FILE # 7921-0060-00
PROJECT NUMBER: 16-158.1



SD2.04



ZAPPONE MANOR AFFORDABLE SENIOR HOUSING
5956 176A STREET, SURREY BC

SITE PLAN - CONTEXT PLANS

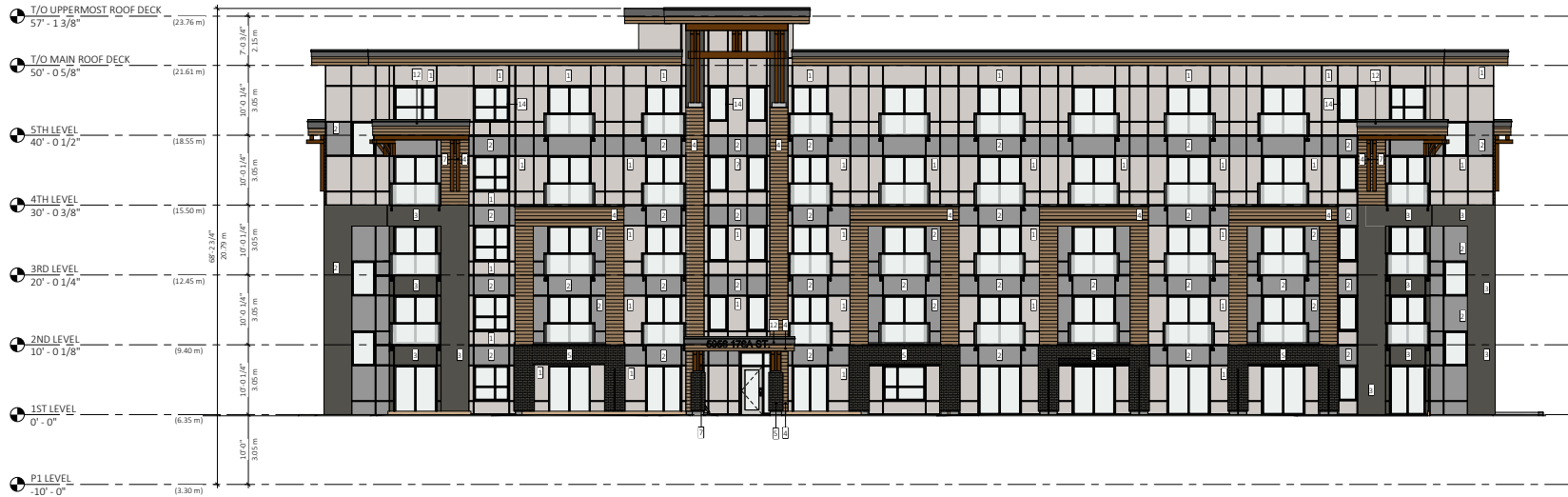
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SUBMISSION TO COUNCIL

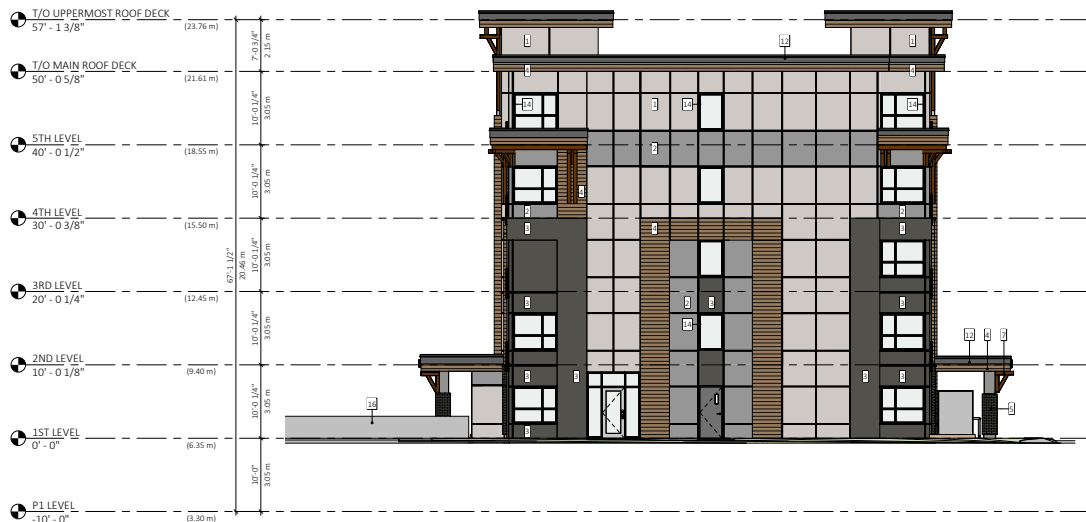
22-05-17 REVISION #:
CITY OF SURREY FILE # 7921-0060-00
PROJECT NUMBER: 16-158.1

SD2.01



west elevation

1/8" = 1'-0"



north elevation

1/8" = 1'-0"

material legend

- 1 CEMENT BOARD SMOOTH PANEL SIDING (C/W COLOUR MATCHED REVEALS):
- "JAMES HARDIE" COLOUR: TOUCH OF GRAY
- 2 CEMENT BOARD SMOOTH PANEL SIDING (C/W COLOUR MATCHED REVEALS):
- "JAMES HARDIE" COLOUR: SEAL GRAY
- 3 CEMENT BOARD SMOOTH PANEL SIDING (C/W COLOUR MATCHED REVEALS):
- "JAMES HARDIE" COLOUR: RUBBER MEETS THE ROAD
- 4 CEMENT BOARD CEDAR/MILL HORIZONTAL LAP SIDING (6" EXPOSURE):
- "JAMES HARDIE" COLOUR: "NUT BROWN"
- 5 BRICK, TEXTURE: "SMOOTH":
- "XXL" COLOUR: "MIDNIGHT BLACK", MORTAR COLOUR: "DARK GRAY"
- 6 CEMENT BOARD SOFFIT, TEXTURE: "CEDARMILL":
- "JAMES HARDIE" COLOUR: "NUT BROWN"
- 7 TIMBER:
- "SANSIN", STAIN: "MAHOGANY 57"
- 8 CEMENT BOARD TRIM, TEXTURE: "SMOOTH":
- "JAMES HARDIE" COLOUR: "NUT BROWN"
- 9 CEMENT BOARD TRIM, TEXTURE: "SMOOTH":
- "JAMES HARDIE" COLOUR: "TOUCH OF GRAY"
- 10 CEMENT BOARD TRIM, TEXTURE: "SMOOTH":
- "JAMES HARDIE" COLOUR: "SEAL GRAY"
- 11 CEMENT BOARD TRIM, TEXTURE: "SMOOTH":
- "JAMES HARDIE" COLOUR: "RUBBER MEETS THE ROAD"
- 12 CEMENT BOARD FASCIA BOARD, TEXTURE: "SMOOTH":
- "JAMES HARDIE" COLOUR: "RUBBER MEETS THE ROAD"
- 13 ALUMINUM/GLASS PATIO PRIVACY SCREEN:
COLOUR: "BLACK ANODIZED"
- 14 WINDOW:
COLOUR: "BLACK EXT. / WHITE INT."
- 15 ALUMINUM/GLASS BALCONY RAILING:
COLOUR: "BLACK ANODIZED"
- 16 CONCRETE WALL:
COLOUR: "CLEAR SEALER"

NOTES:

1. ALL CLADDING MATERIALS SHOWN RETURN AT BUILDING PERIMETER RECESSES U.N.O.

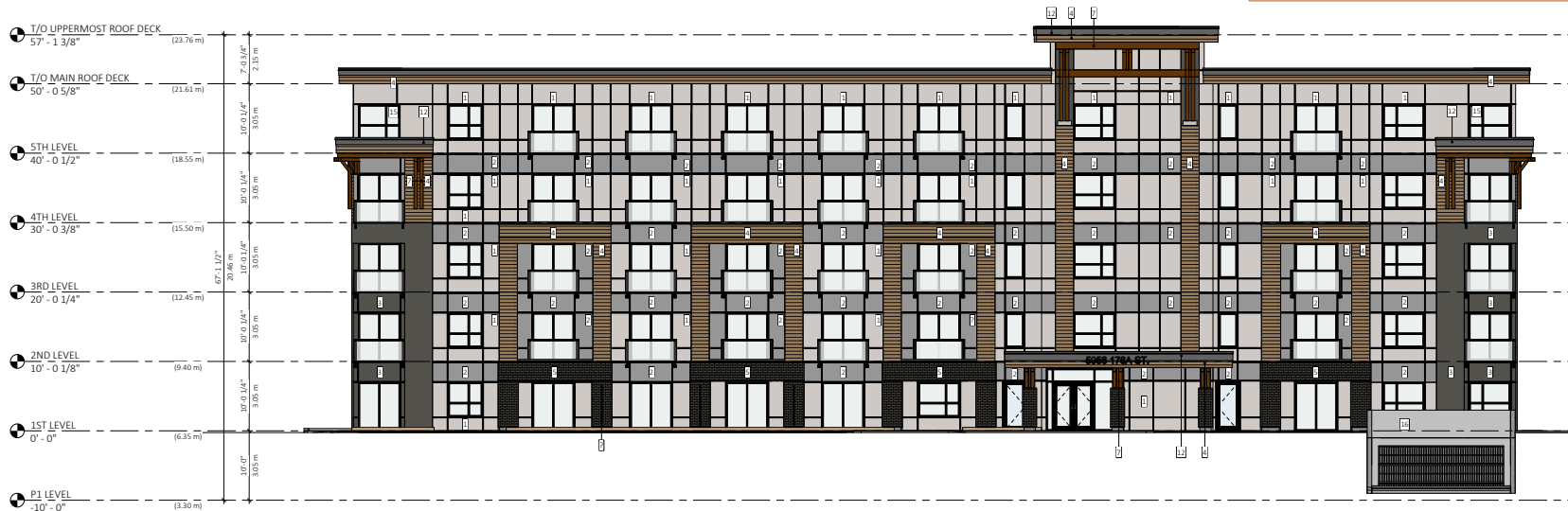


ZAPPONE MANOR AFFORDABLE SENIOR HOUSING
5956 176A STREET, SURREY BC

BUILDING ELEVATIONS
SCALE: 1/8" = 1'-0"

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CITY OF SURREY FILE # 7921-0060-00
PROJECT NUMBER: 16-158.1

SD3.01



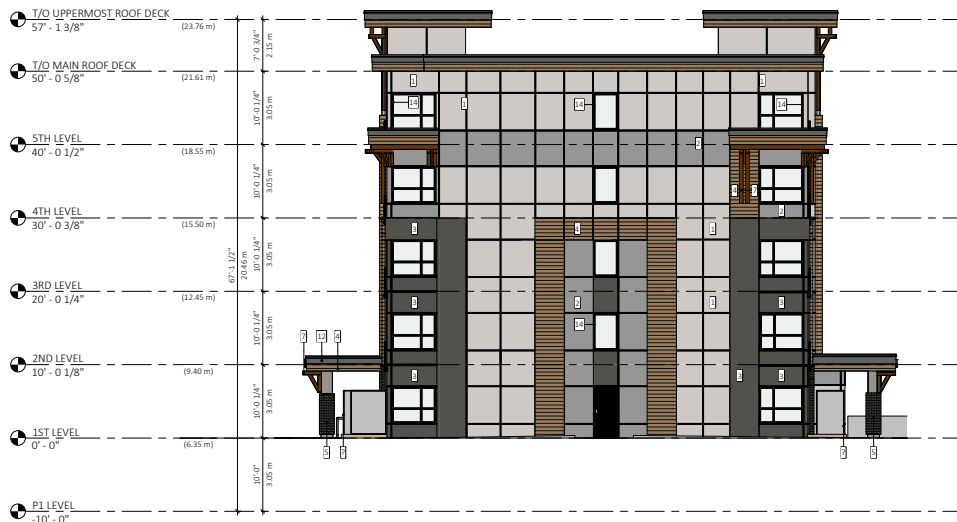
material legend

- 1 CEMENT BOARD SMOOTH PANEL SIDING (C/W COLOUR MATCHED REVEALS):
- 'JAMES HARDIE' COLOUR: TOUCH OF GRAY
- 2 CEMENT BOARD SMOOTH PANEL SIDING (C/W COLOUR MATCHED REVEALS):
- 'JAMES HARDIE' COLOUR: SEAL GRAY
- 3 CEMENT BOARD SMOOTH PANEL SIDING (C/W COLOUR MATCHED REVEALS):
- 'JAMES HARDIE' COLOUR: RUBBER MEETS THE ROAD
- 4 CEMENT BOARD CEDARBILL HORIZONTAL LAP SIDING (6\"/>

NOTES:
1. ALL CLADDING MATERIALS SHOWN RETURN AT BUILDING PERIMETER RECESSES U.N.O.

east elevation

1/8" = 1'-0"



south elevation

1/8" = 1'-0"



ZAPPONE MANOR AFFORDABLE SENIOR HOUSING
5956 176A STREET, SURREY BC

BUILDING ELEVATIONS
SCALE: 1/8" = 1'-0"



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CITY OF SURREY FILE # 7921-0060-00
PROJECT NUMBER: 16-158.1

SD3.02



south west corner



north west corner



south east corner



north east corner



keystonearch.ca

ZAPPONE MANOR AFFORDABLE SENIOR HOUSING

5956 176A STREET, SURREY BC

3D MASSING PERSPECTIVES

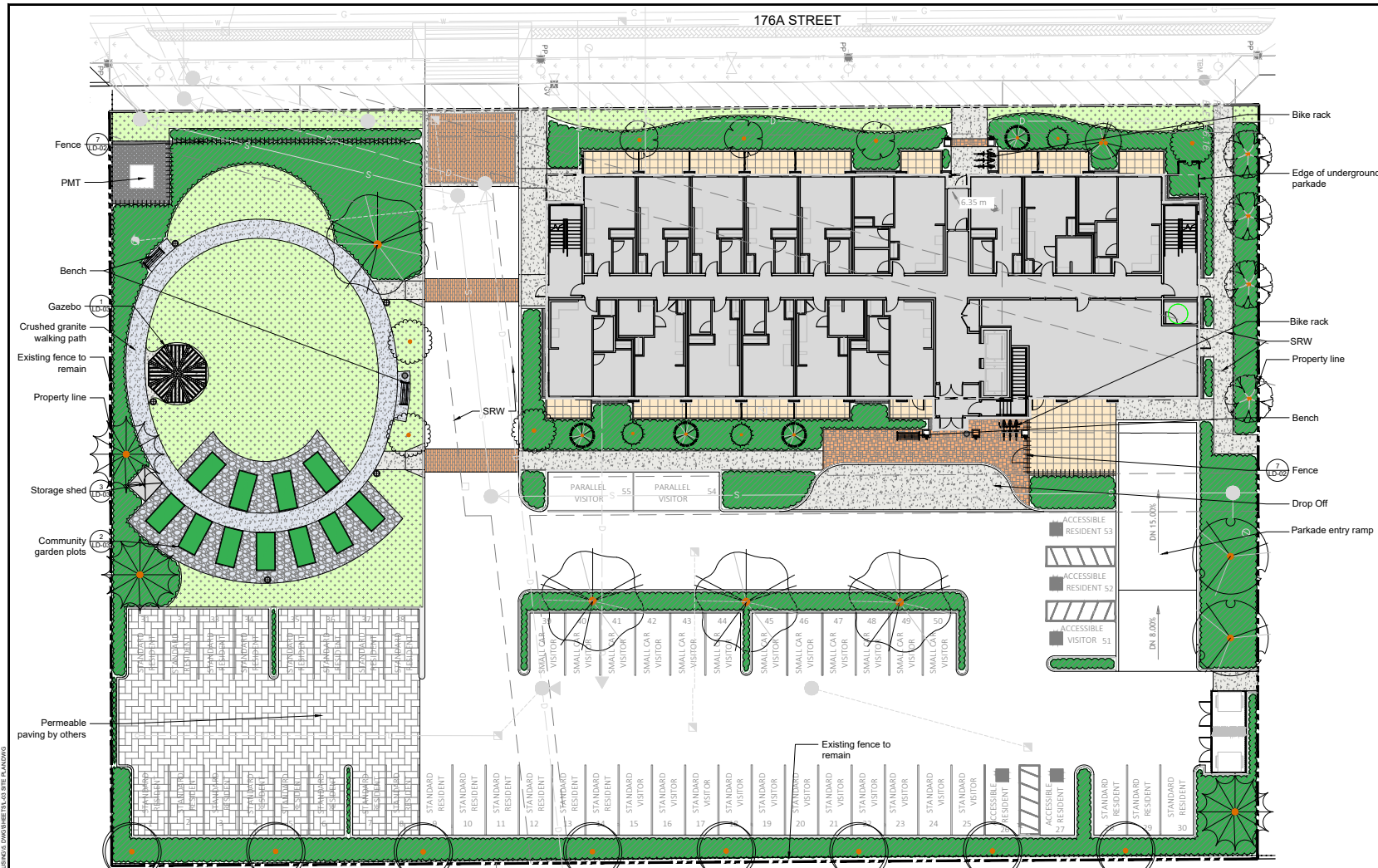
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22-05-17 REVISION #:
CITY OF SURREY FILE # 7921-0060-00
PROJECT NUMBER: 16-158.1

SD5.20



LANDSCAPE LEGEND

KEY	REF.	DESCRIPTION
	1.2 LD-01	CONCRETE PAVING
	4 LD-01	DECORATIVE ENTRY PAVING
	4 LD-03	STAMPED ASPHALT PAVING
	5 LD-01	PATIO PAVING
	6 LD-03	CRUSHED GRANITE PATH
	7 LD-01	BENCH
	1 LD-02	BIKE RACK
	8 LD-01	WASTE RECEPTACLE
		SOD See landscape notes for specifications

KEY	REF.	DESCRIPTION
		SHRUB PLANTING
	5 LD-03	PEDESTRIAN LIGHT
	7 LD-02	METAL FENCE

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	3	Abies grandis / Grand Fir	B&B		2.5m ht
	4	Acer palmatum 'Bloodgood' / Bloodgood Japanese Maple	B&B		2.5m ht

8	Cercidiphyllum japonicum / Katsura Tree	B&B	6cm cal
1	Magnolia stellata 'Royal Star' / Royal Star Magnolia	B&B	6cm cal
3	Parrotia persica 'Ruby Vase' / Ruby Vase Persian Parrotia	B&B	6cm cal
3	Pinus nigra 'Arnold Sentinel' / Arnold Sentinel Austrian Black Pine	B&B	2.5m ht
4	Pinus strobus 'Fastiglata' / Pyramidal White Pine	B&B	2.5m ht
4	Quercus rubra / Red Oak	B&B	6cm cal; 1.8m std.
4	Syringa reticulata 'Ivory Silk' / Ivory Silk Japanese Tree Lilac	B&B	6cm cal
2	Tilia cordata 'Littleleaf' Linden	B&B	6cm cal; 1.8m std.



REVISIONS TABLE FOR DRAWINGS

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No.	By	Description	Date
8	AD	Issued for Development Permit	May 17, 2022
7	AD	Issued for Development Permit	Apr 18, 2022
6	AD	Submission to ADP	Mar 10, 2022
5	AD	Issued for Development Permit	Jan 17, 2021
4	AD	Issued for Development Permit	Aug 13, 2021
3	AD	Issued for Development Permit	June 22, 2021
2	AD	Issued for Development Permit	Feb. 22, 2021
1	AD	Issued for Review	Jan. 18, 2021

REVISIONS TABLE FOR SHEET

No.	By	Description	Date

Project:
 ZAPPONE MANOR AFFORDABLE SENIOR HOUSING

Location:
 5956-176A Street
 Surrey, B.C.

Surrey project #7921-0060-00

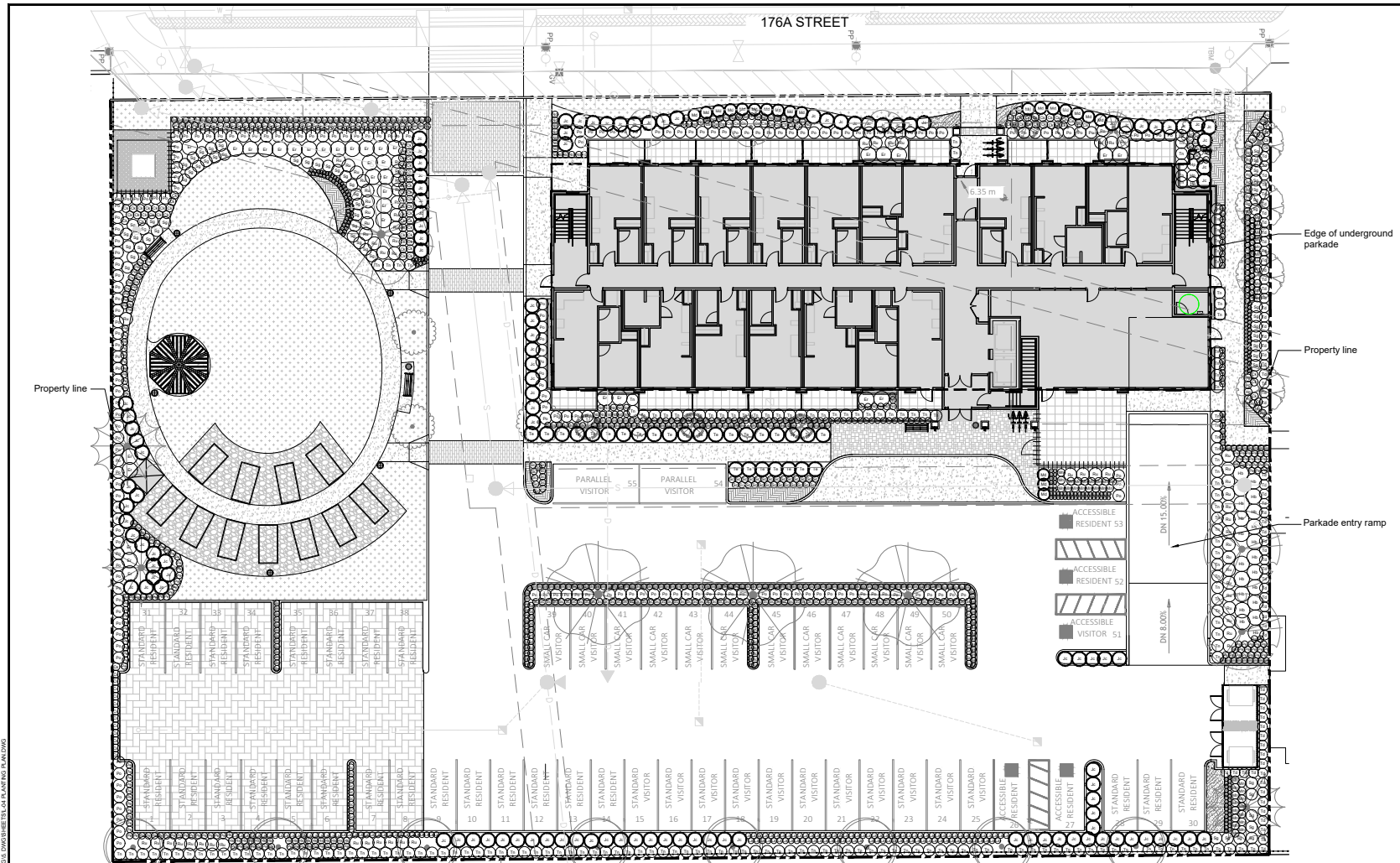
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 Original Sheet Size: 24"x36"

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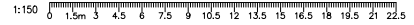
PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	SPACING	QTY
Sr	Buxus sempervirens 'Suffruticosa' / Suffruticosa Common Boxwood	#1	0.45m	320
Ck	Callamagrostis x acutiflora 'Karl Foerster' / Karl Foerster Feather Reed Grass	#2	0.6m	86
Cs	Cornus sericea 'Kelsey' / Kelsey Dogwood	#2	0.6m	36
Er	Eucornus alatus 'Rudy Haag' / Rudy Haag Burning Bush	#3	1.2m	34
Hs	Helictotrichon sempervirens / Blue Oat Grass	#1	0.5m	18
Hg	Hemerocallis x 'Gentle Shepherd' / Gentle Shepherd Daylily	#2	0.6m	23
H	Hemerocallis x 'Stella de Oro' / Stella de Oro Daylily	#1	0.3m	76
Hp	Hosta x 'Patriot' / Patriot Hosta	#2	0.3m	3
Hb	Hydrangea macrophylla 'Endless Summer' TM / Balmer Hydrangea	#3	1.2m	21
Jc	Juniperus sabina 'Calgary Carpet' TM / Calgary Carpet Juniper	#2	1.2m	114
La	Lavandula angustifolia 'Hidcote' / Hidcote Lavender	#1	0.45m	126
Mn	Mahonia nervosa / Oregon Grape	#2	0.6m	43
Md	Microbiota decussata / Siberian Carpet Cypress	#2	1m	20
Nb	Nandina domestica 'Harbour Dwarf' / Dwarf Heavenly Bamboo	#2	0.5m	54
Pn	Panicum virgatum 'Prairie Winds' / Switch Grass	#1	0.3m	150
Pa	Polystichum acrostichoides / Christmas Fern	#2	0.45m	31
Po	Prunus laurocerasus 'Otto Luyken' / Otto Luyken English Laurel	#2	0.9m	185
Ru	Rhododendron x 'Unique' / Unique Rhododendron	#2	1m	62

SHRUB AREAS

BOTANICAL / COMMON NAME	CONT	SPACING	QTY	
Ru	Rhododendron x 'Unique' / Unique Rhododendron	#2	1m	62
Rc	Rosa rugosa 'Sulphur Glow' / Sulphur Glow Rose	#2	0.3m	91
Sg	Spirea x bumalda 'Goldflame' / Goldflame Spirea	#2	0.5m	80
Sc	Spirea x bumalda 'Magic Carpet' / Spirea	#2	0.5m	207
S	Stipa tenacissima / Mexican Feather Grass	#1	0.3m	38
Te	Taxus cuspidata 'Nana' / Dwarf Japanese Yew	#3	1.2m	27
Tn	Taxus cuspidata 'Nana' / Dwarf Japanese Yew	#3	0.9m	172
Td	Thuja occidentalis 'Degroof's Spire' / Degroof's Spire Arborvitae	#3	0.75m	67
	Arctostaphylos uva-ursi / Kinnikinnick	#1	300mm	132
	Euonymus fortunei 'Coloratus' / Purple-leaf Wintercreeper	#1	300mm	290

- NOTES**
- All plant material shall meet or exceed standards required by Canadian Landscape Standards or BCSLA guidelines.
 - Topsoil supplied shall be from a reputable source. A full analysis of the growing medium will be required at the contractor's expense, submit to landscape consultant for approval.
 - Amend growing medium per soil analysis recommendations prior to spreading on site. Rejected growing medium shall be removed off site immediately at the landscape contractor's expense.
 - Growing medium depths for planting as follows:
 - Shrubs: 450mm
 - Spit: 150mm
 - Tree pits: 1000mm with 300mm (below root ball)
 - 17' mesh compost mulch to be installed in all shrub planting areas.
 - All landscaped areas to be irrigated.
 - Plant schedule lists plant quantity totals.



REVISIONS TABLE FOR DRAWINGS

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No.	By	Description	Date
8	AD	Issued for Development Permit	May 17, 2022
7	AD	Issued for Development Permit	Apr 18, 2022
6	AD	Submission to ADP	Mar 10, 2022
5	AD	Issued for Development Permit	Jan 17, 2022
4	AD	Issued for Development Permit	Aug 13, 2021
3	AD	Issued for Development Permit	June 22, 2021
2	AD	Issued for Development Permit	Feb. 22, 2021
1	AD	Issued for Review	Jan. 18, 2021

REVISIONS TABLE FOR SHEET

No.	By	Description	Date

Project:
 ZAPPONE MANOR AFFORDABLE SENIOR HOUSING

Location:
 5956-176A Street
 Surrey, B.C.

Surrey project #: 7921-0060-00

Drawn: AD **Stamp:**

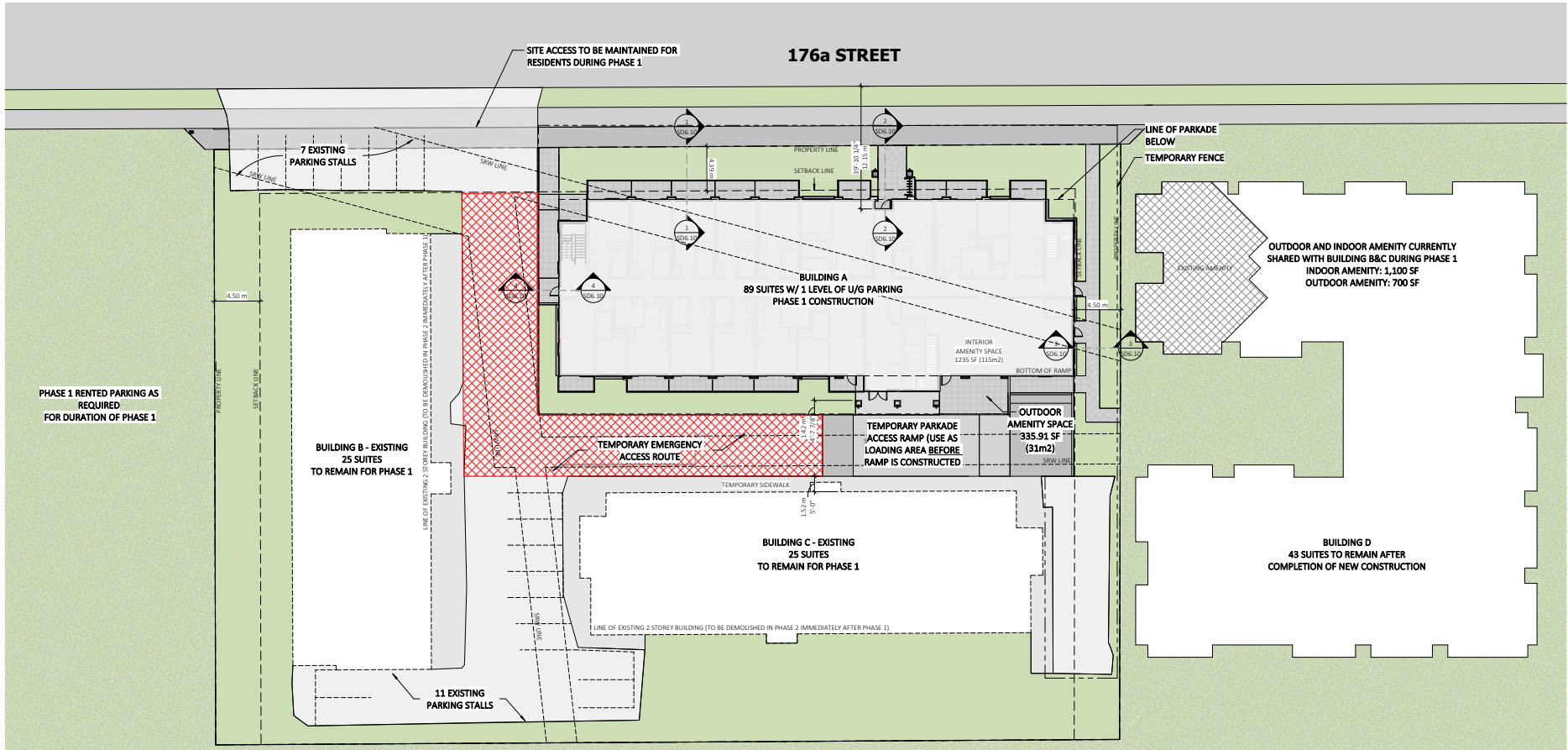
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Approved: MVDZ **Original Sheet Size:** 24"x36"

Scale: 1:150

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ZAPPONE MANOR AFFORDABLE SENIOR HOUSING
5956 176A STREET, SURREY BC

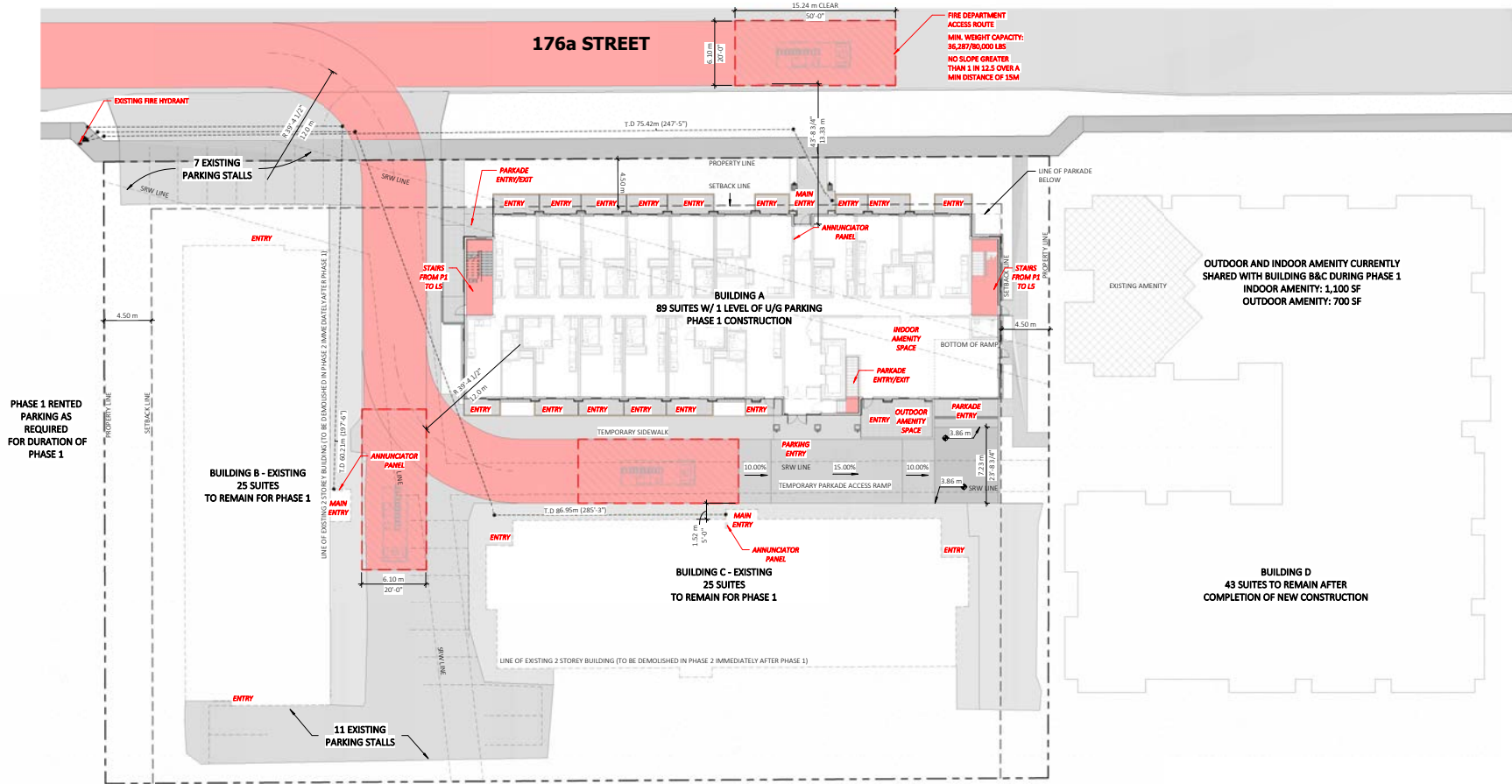
SITE PLAN - PHASE 1
SCALE: 1/16" = 1'-0"



SUBMISSION TO COUNCIL

22-05-17 REVISION #:
CITY OF SURREY FILE # 7921-0060-00
PROJECT NUMBER: 16-158.1

SD2.02



OUTDOOR AND INDOOR AMENITY CURRENTLY SHARED WITH BUILDING B&C DURING PHASE 1
 INDOOR AMENITY: 1,100 SF
 OUTDOOR AMENITY: 700 SF

BUILDING D
 43 SUITES TO REMAIN AFTER COMPLETION OF NEW CONSTRUCTION

PHASE 1 RENTED PARKING AS REQUIRED FOR DURATION OF PHASE 1

BUILDING B - EXISTING 25 SUITES TO REMAIN FOR PHASE 1

BUILDING C - EXISTING 25 SUITES TO REMAIN FOR PHASE 1

BUILDING A
 89 SUITES W/ 1 LEVEL OF U/G PARKING
 PHASE 1 CONSTRUCTION



ZAPPONE MANOR AFFORDABLE SENIOR HOUSING
 5956 176A STREET, SURREY BC

SITE PLAN - FIRE DEPT. PHASE 1 →
 SCALE: 1/16" = 1'-0"

SUBMISSION TO COUNCIL
 22-05-17 REVISION #:
 CITY OF SURREY FILE # 7921-0060-00
 PROJECT NUMBER: 16-158.1



INTER-OFFICE MEMO

TO: **Manager, Area Planning & Development
- North Surrey Division
Planning and Development Department**

FROM: **Development Services Manager, Engineering Department**

DATE: **May 19, 2022** PROJECT FILE: **7821-0060-00**

RE: **Engineering Requirements
Location: 5956 176A Street**

REZONE***Property and Right-of-Way Requirements***

- Dedicate 1.942 metres along 176A Street; and
- Register 0.5 metre statutory right-of-way (SRW) along 176A Street.

Works and Services

- Construct all road frontages;
- Construct adequately-sized drainage, water, and sanitary service connections. Abandonment of surplus connection(s), if any, is also required; and
- Construct frontage mains required to service the site.

A Servicing Agreement is required prior to Rezone and Subdivision.

DEVELOPMENT PERMIT/DEVELOPMENT VARIANCE PERMIT

There are no engineering requirements relative to issuance of the Development Permit and Development Variance Permit.

Jeff Pang, P.Eng.
Development Services Manager

AJ

Table 3: Summary of Tree Preservation by Tree Species:

Tree Species	Existing	Remove	Retain
Deciduous Trees (excluding alder and Cottonwood Trees)			
Pin oak	1	1	0
Cherry	3	3	0
Coniferous Trees			
Colorado spruce	1	1	0
Total (excluding Alder, Cottonwood, and Dead Trees)	5	5	0
Additional Trees in the proposed Open Space / Riparian Area	n/a	n/a	n/a
Total Replacement Trees Proposed (excluding Boulevard Street Trees)		36	
Total Retained and Replacement Trees		36	

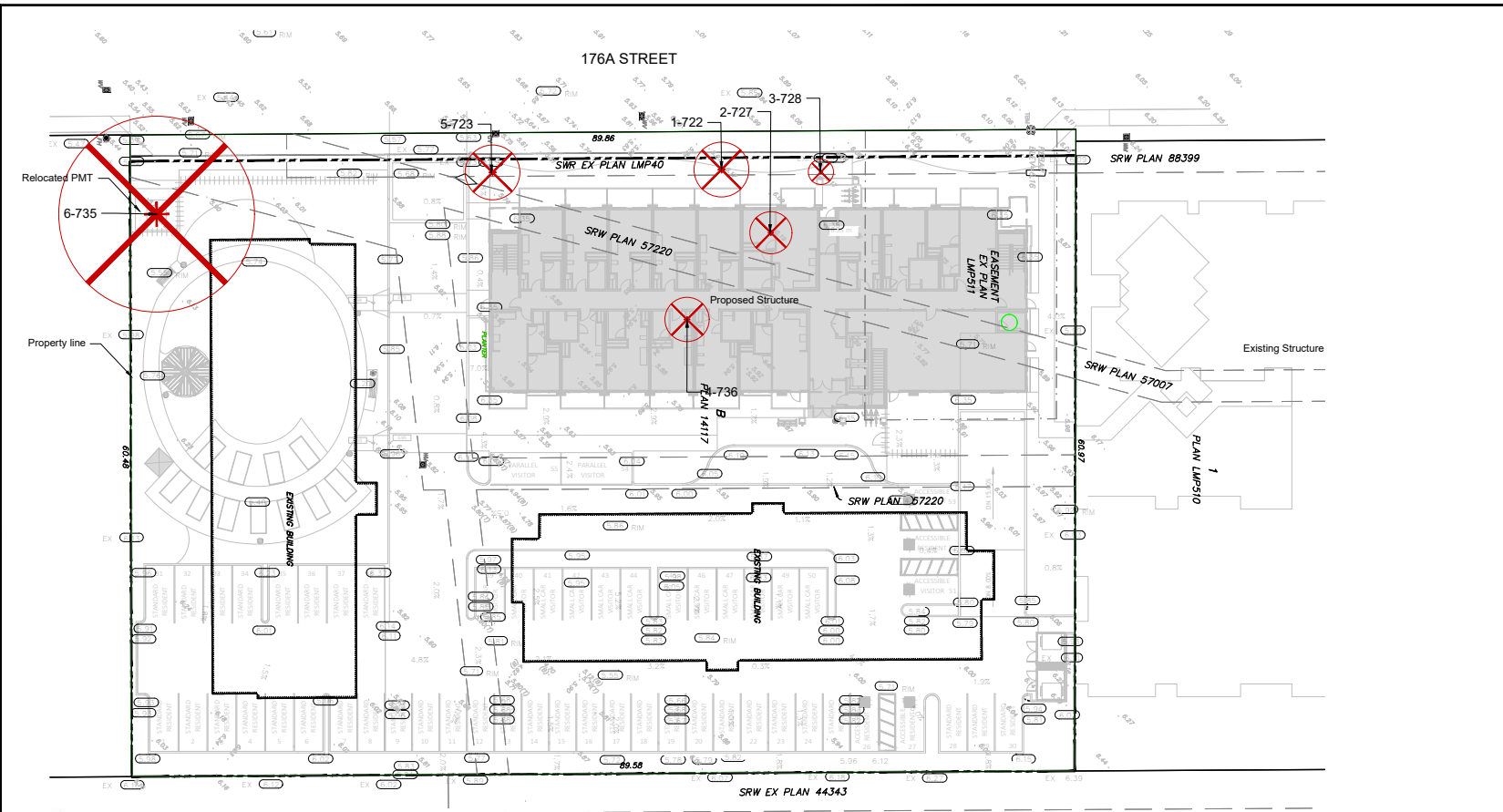
Summary, report, and plan prepared and submitted by:



(Signature of Arborist)

May 17, 2022

Date



No.	By	Description	Date
7	AD	Issued for Development Permit	Apr 18, 2022
6	AD	Submission to ADP	Mar 10, 2022
5	AD	Issued for Development Permit	Jan 17, 2022
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REVISIONS TABLE FOR DRAWINGS

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No.	By	Description	Date
1	YY	Revision for updated each plan	05-16-2022
1	KM	Issued for Arborist Report	12-18-2020

REVISIONS TABLE FOR SHEET

No.	By	Description	Date
1	YY	Revision for updated each plan	05-16-2022
1	KM	Issued for Arborist Report	12-18-2020

Project:
ZAPPONE MANOR AFFORDABLE SENIOR HOUSING

Location:
 5956-176A Street
 Surrey, B.C.

Survey project #7921-0060-00

Drawn: KM
 Stamp:

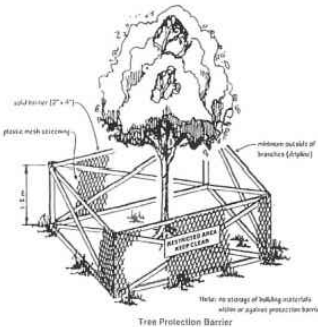
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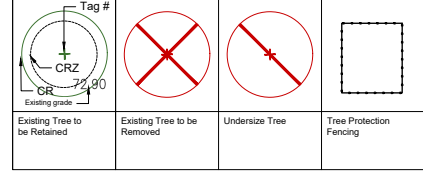
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 CONTRACTOR SHALL CHECK ALL DIMENSIONS ON THE WORK AND REPORT ANY DISCREPANCY TO THE CONSULTANT IMMEDIATELY. ALL DIMENSIONS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF THE OWNER AND MUST BE RETURNED AT THE COMPLETION OF THE WORK. ALL DIMENSIONS SHOWN ON THIS DRAWING MUST BE USED FOR CONSTRUCTION UNLESS LABELLED ISSUED FOR TENDER CONSTRUCTION.

Tree Protection Distance Table

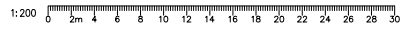
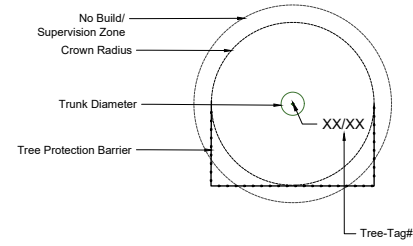
Trunk Diameter (cm)	Minimum Protection Req'd Around Tree (distance from trunk in metres)
20	1.2
25	1.5
30	1.8
35	2.1
40	2.4
45	2.7
50	3
55	3.3
60	3.6
75	4.5
80	5.4
100	6.0



LEGEND



Tree Tag Legend
 XX - Tag number
 C-XX - Munciple tree
 OS-XX - Off-site tree
 S-XX - Straddling tree. Written permission required from owner to remove trees.
 XX-NT - No Tag #
 WRC= Western Red Cedar
 BLM= Big Leaf Maple
 RA= Red Alder



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Drawing Title: TREE MANAGEMENT PLAN



VDZ Project #: DP2020-12

Drawing #: L-02



May 13, 2022

City of Surrey,
 Planning & Development,
 13450 104th Ave.
 Surrey, BC V3T1V8

Attn: Sarah Cranston - Planner

Re: *Zappone Manor Seniors Affordable Housing – Columbus Charities – 21-0060*

Dear Ms Cranston:

We have prepared the written response below to the ADP comments received and additional comments received from the City of Surrey to be read in conjunction with an updated drawing package dated April 25, 2022. This is an updated version of the original response to address UD input. The updates are in *italics* following the original **red**.

ADP Comments March 10, 2022:

Key Points

- Consider providing a north-south path across the site linking existing building to the outdoor amenity. **This has been added. See amended plans.** *This has been achieved by re-arranging the parking adjacent to the building on the east and incorporating a walkway over the parkade access ramp.*
- Consider shifting the two exit stairs to the west to allow for daylighting into the corridor. **This has been done. See amended plans.** *Windows in the north and south ends of the corridor provide direct natural light. Windows have also been provided in the stairs themselves at landing levels.*
- Encourage solar shading for west facing windows. **This has been considered but is cost-prohibitive for a not-for-profit publicly funded project.**
- Consider deleting the corner "pop-ups" to simplify the expression. **The pop-ups have been dropped down by a floor level to address this, as well as form and character guidelines in the Cloverdale community.** *Façade arches have also been dropped down to reduce building scale.*
- Consider adding more outdoor seating opportunities on the outdoor amenity area. **This has been added. See amended plans.** *The outdoor amenity area adjacent to the indoor amenity has been expanded and linked to the existing facilities to the north, as well as to the larger outdoor amenity to the south, as*

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Steven Bartok Architect AIBC AAA MRAIC Principal | Lukas Wykpis Architectural Technologist AIBC Principal

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CALGARY AB | 410 – 333 11th Avenue SW T2R 1L9 | Phone 587 391 4768

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per the first bullet point above.

- Address privacy issues between the visitor bike parking and adjacent unit. **The window in question has been eliminated.**
- Consider using energy and thermal comfort modelling to inform design development. Use future climate files to best understand the resiliency of the project. **Taken under advisement.**
- Consider providing cooling to the suites. **This will be done as part of the construction documentation phase when the full consultant team is engaged.**

Site

- Suggest implementing a safe pedestrian zone in front of the entry lobbies to avoid potentially dangerous situations for residents. **The pedestrian zone at the main lobby has been expanded in conjunction with other site revisions to parking and pathways. See amended plans. This has been achieved by re-arranging the parking adjacent to the building on the east and incorporating a walkway over the parkade access ramp.**
- Having the main entry on the east and surface parking lot brings up a concern about the safety of the seniors. Consider enhancing the pedestrian access on the east side of the building and providing better separation between the walking path and parking stalls. **See previous bullet and amended plans. This has been achieved by re-arranging the parking adjacent to the building on the east and incorporating a walkway over the parkade access ramp.**
- Better develop the connections between the existing senior housing to the north, the new building and the shared interior and exterior amenities. Revise the documents to illustrate the amenities in the existing building and how the residents of both buildings can access and share these shared amenities in the most expeditious manner. **The physical connection between this new facility and existing building to the north have been enhanced with added pathways and more direct access opportunities, in particular to take advantage of shared amenity areas both inside and out. See amended plans. This has been achieved by re-arranging the parking adjacent to the building on the east and incorporating a walkway over the parkade access ramp.**

Form and Character

- The form and character are generally thoughtful.
- Consider simplifying the exterior façade with fewer well-detailed elements. **The exterior has been reviewed and modified as noted under Key Points above, including dropping down pop-ups, dropping down vertical façade elements and modifying the north and south stairwells to better respond to**

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- *the Cloverdale community form and character guidelines. See amended plans.*
- Review the elevations and fenestration of the building. *As per previous items, see amended plans. The pop-ups have been dropped down by a floor level to address this, as well as form and character guidelines in the Cloverdale community. Façade arches have also been dropped down to reduce building scale.*
- Consider shifting the two exit stairs to the west to allow for daylighting into the corridor. *Stairwells have been moved and windows added both for the corridor and the interior of the stairwells themselves.*
- Consider reducing the materials on the façades. *Note that the different colours are primarily the same materials. There are only 3 primary materials.*
- Consider deleting the "pop-ups" roof features to reduce its scale. *See previous responses and amended plans. The pop-ups have been dropped down by a floor level to address this, as well as form and character guidelines in the Cloverdale community. Façade arches have also been dropped down to reduce building scale.*
- Recommend reorienting or relocating some parking stalls near the south side of the entryway in order to widen the pathway. *This has been done. See previous responses and amended plans. This has been achieved by re-arranging the parking adjacent to the building on the east and incorporating a walkway over the parkade access ramp.*

Landscape

- Consider accessible garden plots. *This has been addressed including detailing on the amended landscape plans.*
- Reconsider the use of periwinkle. *See amended landscape plans. This has been considered and replaced with purple-leaf Wintercreeper*
- Encourage more connection to the site to the north, so the residents can easily access both amenities. *This has been done. See previous comments and amended plans. This has been achieved by re-arranging the parking adjacent to the building on the east and incorporating a walkway over the parkade access ramp.*
- The smaller outdoor amenity space requires more attention. Consider additional furnishings to allow for informal use. *Non-fixed furnishings would typically not be part of this phase of the work and will be addressed as the project gets closer to occupancy. This will provide the opportunity for user involvement in selection, layout and function. Some furniture has been added to the outdoor areas to provide a sense of scale to the spaces.*
- Consider a better pedestrian connection to the outdoor amenity. *This has*

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been done. See previous comments and amended plans. This has been achieved by re-arranging the parking adjacent to the building on the east and incorporating a walkway over the parkade access ramp.

- Consider a covered area for the outdoor amenity. A gazebo has been added to the outdoor amenity area to the south. See amended plans.

Sustainability

- Encourage air conditioning and passive cooling. This will be explored and addressed during the working drawings phase.
- Suggest consulting with a mechanical engineer as soon as possible.
- Suggest centralized mechanical systems. This will be explored and addressed during the working drawings phase (Centralized vs individual systems).

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Rental Replacement and Tenant Relocation Plan

INTRODUCTION

Columbus Charities Association (CCA) is non-profit organization that provides affordable senior's housing. The Association goal is to provide conveniently located, affordable, multi-cultural and home-like senior's housing at each of their residences. The current two (2) buildings at 5956 176A Street, are nearing the end of their serviceable life and the Association is planning to replace the existing buildings with the proposed new facility.

The new Building will be situated on a vacant portion of the site along west property line fronting 176A street, adjacent to the existing 2 occupied buildings. The plan is for both existing buildings to be demolished after the new building is complete and tenants are given the opportunity to move in the redevelopment.

RENTAL REPLACEMENT

As part of the new development the existing 50 rental units will be replaced with the same number of total bedrooms as in the original development plus an additional 39 rental units. As CMHC financing is needed to facilitate the construction of the new affordable housing building, the anticipation is to follow CMHC requirements; 31% of the units will be rented at 79% of CMHC median rate while rest of the replacement units would follow CMHC median rate. However, the city requires the rent for all replacement units to be at a maximum of 10% below current CMHC average rental rate. It is worth noting when comparing both requirements, the overall rental revenue per CMHC is lower than City of Surrey requirements.

Affordable rental replacement units will be subject to a Housing Agreement as required by the Bylaw. CCA will target seniors with low to moderate income. The units will be managed by Columbus Charities Association, a non-profit registered charity, which meets the requirement of the city. As a Charity, CCA will rent the units to qualified residents in the low to moderate income category.

TENANT RELOCATION ASSISTANCE

1. Current Occupancy Summary

The current unit mix for both existing buildings is summarized in the below table:

Unit Mix	# of Units	Average Size	Average Rent
Studio	50	334 sq.ft.	\$538
Occupied Units	49		
Unoccupied Units	1		
Total Units	50		

Page 2 and 3 of Appendix VI have been removed due to
confidential information

4. Tenant Relocation Plan

The Tenants will not be asked to evacuate the existing buildings in order to construct the new building. The new facility to be constructed on the vacant part of the property as indicated previously and the tenants who agree to move into the new building will be relocated after City grants occupancy. Those not choosing to relocate to the new building will need vacate their units upon approval of occupancy for the new building

The following Plan is applicable to all tenants residing in the buildings at the time that Development application is submitted whether they decided to move in the new building or not.

- *Right of First Refusal*

CCA will provide tenants with the right of first refusal to rent a unit in the new building at no more than 10% below the CMHC average rent for the applicable unit size in the City of Surrey. 28 units will be offered at lower rate approximately 21% below CMHC median rate. New tenants will be income tested to ensure they qualify for the non-market rental units.

- *Financial Compensation*

- ✓ The eligible tenants who choose to relocate elsewhere will get equivalent to 3 months rent per the City of Surrey Policy
- ✓ The tenants who agree to move in the new building will receive financial support to assist in the move from the existing buildings directly to the new building.

- *Relocation Assistance*

- ✓ The tenants will be assisted by CCA Coordinator in finding new homes if they refuse to rent a unit in the redevelopment.
- ✓ Assistance involves finding 3 options of comparable units in the City of Surrey. CCA will work hard on finding options in the same Neighbourhood where possible, unless otherwise agreed to by the Tenant
- ✓ CCA will explore other options such as availability in other housings managed by the Association
- ✓ The Tenant Relocation Coordinator will work closely with the tenants to identify their needs and requirements such as affordability, accessibility, and household size. Furthermore, Coordinator may reach out to other non-profit housing providers to meet tenant's needs
- ✓ Tenants that do not want to be provided with relocation assistance will be asked to provide a written notice

5. Reporting

Regular updates will be submitted to City of Surrey showing that the Communication Plan and Tenant Relocation Plan have being implemented as outlined in this document and in line with the City Policy.

Appendix A (Notice to Tenants)



Notice of Redevelopment

May 16, 2022

To the Residents Southdale Manor 1 & 2:

As you are aware, Columbus Charities Association are working through a redevelopment application for the site (5956 176A Street, Surrey, BC).

The new Building will be situated on a vacant portion of the site along west property line fronting 176A street, adjacent to the existing 2 occupied buildings. The proposed project will create a total of 89 rental units. For the first phase, CCA has applied for a rezoning and development permit to construct the new building. The plan is for both existing buildings to stay in place until the new building is complete and tenants are given the opportunity to move in. When the first phase is complete, CCA will proceed with the second phase which will include demolishing the exiting buildings and complete the surface parking and outdoor amenities. Please refer to the enclosed site plan for more details.

We will continue to provide you with meeting notices and updates on the redevelopment as they become available.

We thank you in advance for your cooperation and understanding. If you have any questions regarding the proposed redevelopment, please contact the Property Manager by email at cca@colchar.org or call 604-439-2443.

Sincerely,

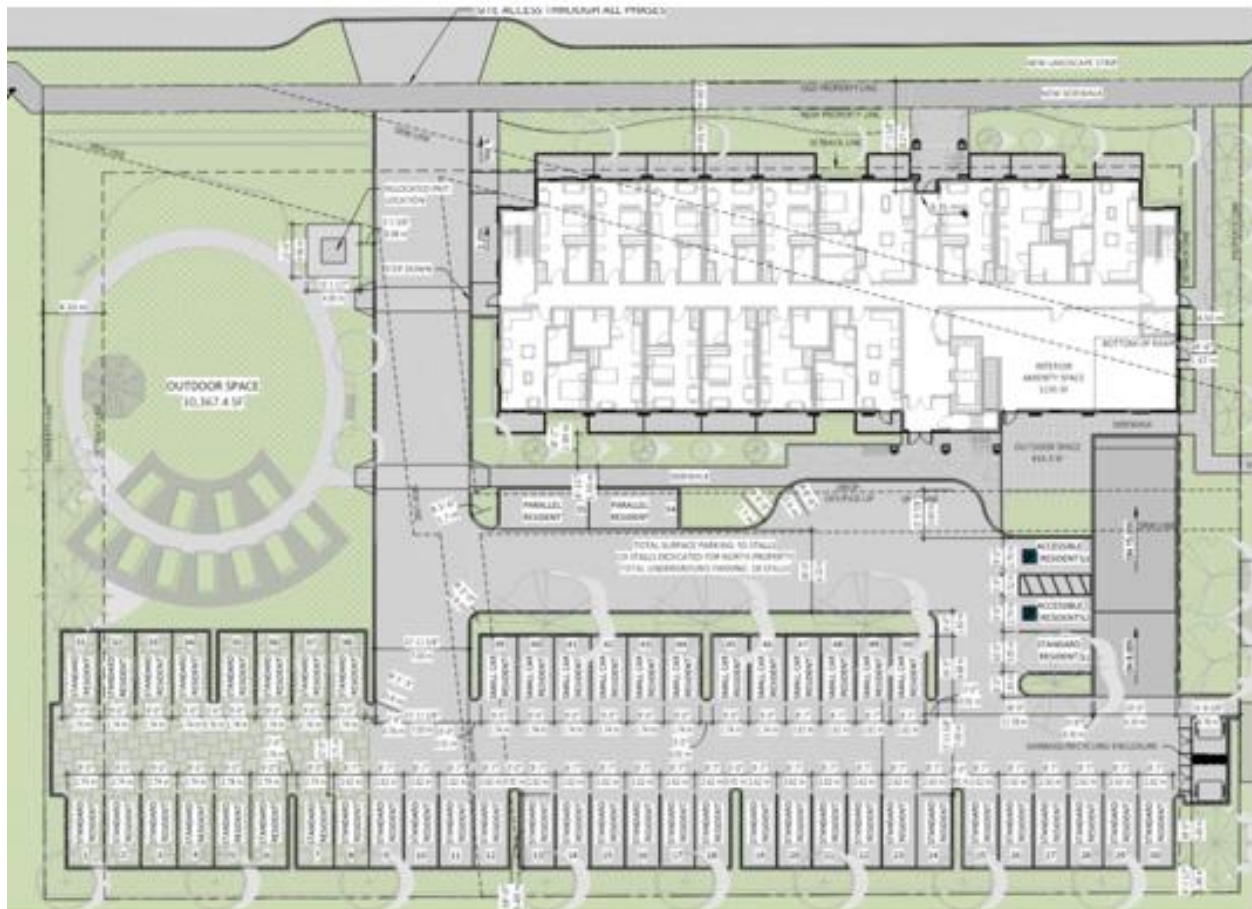
On behalf of Senior Citizens Housing Of South Surrey

Mike Garisto

Columbus Charities Association

Email: cca@colchar.org

Tel.: 604-439-2443



Appendix B (Lease Agreement Addendum)

REDEVELOPMENT ADDENDUM

This Addendum to the Residential Tenancy Agreement dated _____ (the "Lease") is made on the _____ of _____ 2022.

BETWEEN

SENIOR CITIZENS HOUSING OF SOUTH SURREY

(the "Landlord")

AND

(the "Tenant")

WHEREAS:

1. The Tenant is renting suite number _____ (the "Unit") located at _____ (the "Property").
2. The Landlord of the said Property proposes to demolish the existing building after the construction of new building on the same site (the "Construction")

THEREBY it is a strict condition of the Landlord entering into this Lease that the Tenant acknowledges and agrees their tenancy will terminate upon expiry of the term of Lease and the unit shall be vacated and surrendered to the Landlord in accordance with the terms and conditions of the Lease.

It is further clearly understood and agreed:

- i. Construction of the Property is at the sole discretion of the Landlord and is subject to all necessary approvals from the City of Surrey, British Columbia; and
- ii. The Tenant shall not be entitled to any compensation from the Landlord as a result of the termination of the Lease; and
- iii. If there are any delays by the Tenant in vacating the Unit and/or the Property on the Termination Date of the Lease the Landlord reserves the right to remove and discard of any Tenant belongings left within the Unit or Upon the Property. The Tenant shall be liable to immediately pay to the Landlord any costs the Landlord incurred for such removal.

In the case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

This addendum is incorporated and forms part of the terms into the Lease executed or renewed this day between the Landlord and Tenant.

(Tenant Signature)

(Date)

(Tenant Signature)

(Date)

Appendix C (Notice Sample)



General Notice

MMM DD, YYYY

To the Residents Southdale Manor 1 & 2:

As you are aware, Columbus Charities Association are working through a redevelopment application for the site (5956 176A Street, Surrey, BC).

As a courtesy, we wanted to advise you that there will be a **MEETING INFORMATION** to consider the proposed redevelopment. The meeting is a City of Surrey application requirement and is a standard part of the development and rezoning permit process.

The meeting is currently scheduled for **DATE**, at **TIME** at **LOCATION**.

We will continue to provide you with updates on the redevelopment as they become available.

This notice is a courtesy and does NOT represent a notice to end tenancy.

If you have any questions regarding the proposed redevelopment, please contact the Property Manager by email at cca@colchar.org or call 604-439-2443.

Sincerely,

On behalf of Senior Citizens Housing Of South Surrey

Mike Garisto

Columbus Charities Association

Email: cca@colchar.org

Tel.: 604-439-2443

CITY OF SURREY

(the "City")

DEVELOPMENT VARIANCE PERMIT

NO.: 7921-0060-00

Issued To:

(the "Owner")

Address of Owner:

1. This development variance permit is issued subject to compliance by the Owner with all statutes, by-laws, orders, regulations or agreements, except as specifically varied by this development variance permit.
2. This development variance permit applies to that real property including land with or without improvements located within the City of Surrey, with the legal description and civic address as follows:

Parcel Identifier: 007-482-400
Lot B Section 8 Township 8 New Westminster District Plan 14117
5956 - 176A Street

(the "Land")

3. As the legal description of the Land is to change, the City Clerk is directed to insert the new legal description for the Land once title(s) has/have been issued, as follows:

Parcel Identifier:

4. Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:
 - (a) In Section B.6, General Provisions Part 4, Amenity Space, waive the minimum 74 square metres plus 4 square metres per micro unit of indoor amenity space that is required per building before cash-in-lieu may be applied.
5. The Land shall be developed strictly in accordance with the terms and conditions and provisions of this development variance permit.

6. This development variance permit shall lapse if the Owner does not substantially start any construction with respect to which this development variance permit is issued, within two (2) years after the date this development variance permit is issued.

7. The terms of this development variance permit or any amendment to it, are binding on all persons who acquire an interest in the Land.

8. This development variance permit is not a building permit.

AUTHORIZING RESOLUTION PASSED BY THE COUNCIL, THE DAY OF , 20 .
ISSUED THIS DAY OF , 20 .

Mayor – Doug McCallum

City Clerk – Jennifer Ficocelli