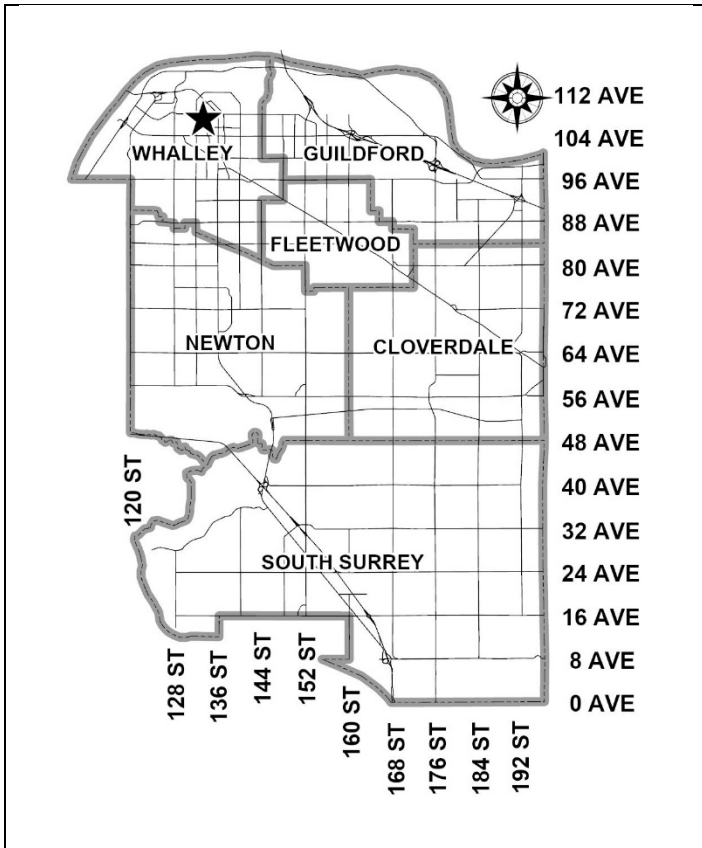


City of Surrey  
**ADDITIONAL PLANNING COMMENTS**

Application No.: 7924-0286-00

Planning Report Date: January 12, 2026



**PROPOSAL:**

To secure 478 residential dwelling units in Phase One of a multi-phased project, currently at Third Reading, as rental units.

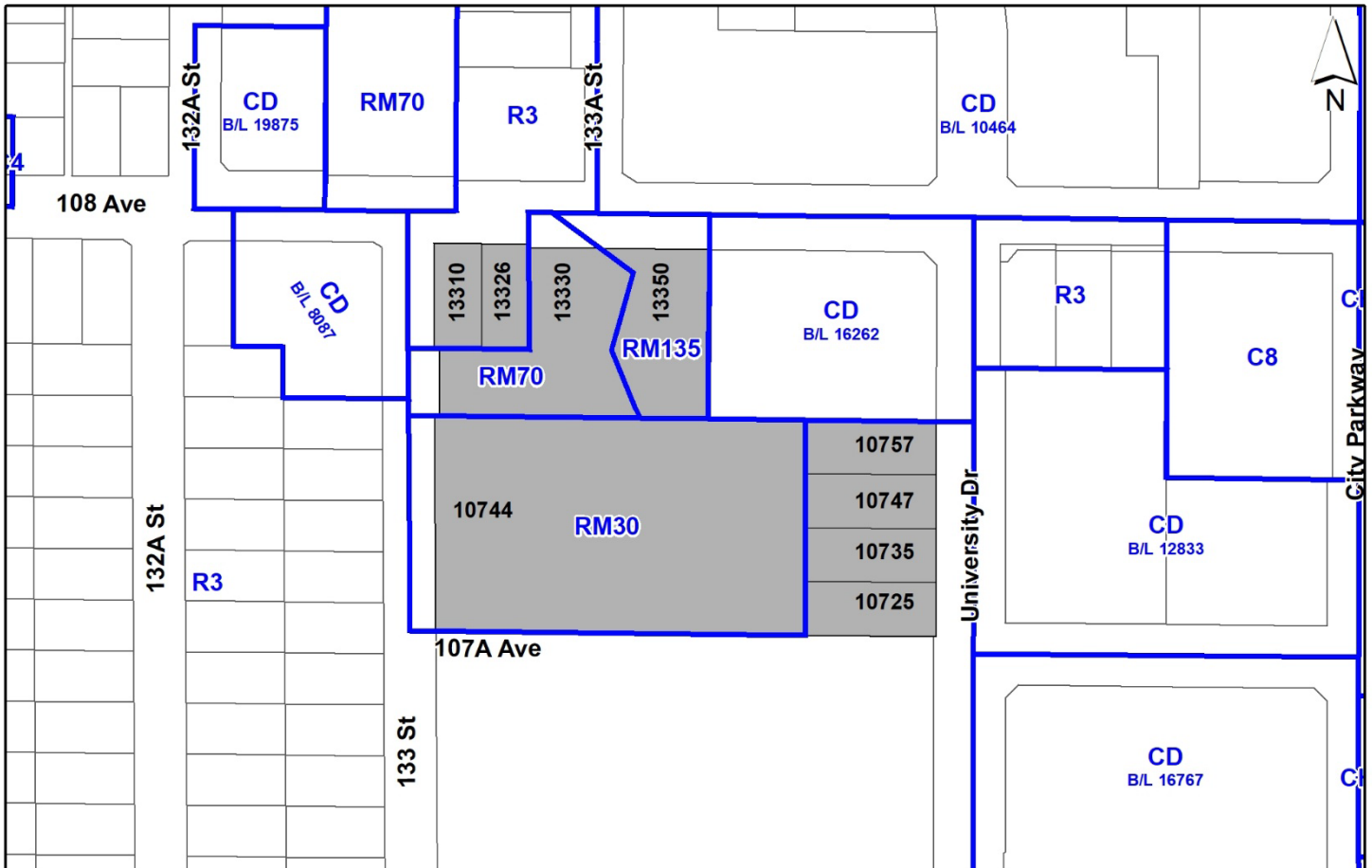
• **Housing Agreement**

**LOCATION:**

10725, 10735, 10747 and 10757  
 University Drive  
 13310, 13326, 13330 and 13350 - 108  
 Avenue  
 10744 - 133 Street  
 Portion of Road

**SECONDARY LAND  
 USE PLAN:**

City Centre Plan



## RATIONALE SUMMARY

The proposed mixed-use phased development consisting of two mixed-use high rise towers and two residential high rise towers (40, 40, 44 and 44 storeys) on City-owned land was granted conditional approval by Council in September 2025. Staff support filing the in-stream Housing Agreement Bylaw and introducing a new Housing Agreement to secure all 478 residential dwelling units in Phase One as rental units to facilitate the requirements for BC Builds financing.

## RECOMMENDATION

The Planning & Development Department recommends that:

1. Council file Housing Agreement Authorization Bylaw No. 21786.
2. A Bylaw be introduced to enter into a Housing Agreement and be given First, Second and Third Reading (Appendix A).
3. Council instruct staff to resolve all subject conditions outlined in the initial Planning Report No. 7924-0286-00, dated September 15, 2025 (Appendix B) prior to Final Adoption.

## DEVELOPMENT PROPOSAL

### Context & Background

- A Planning & Development Report for Development Application No. 7924-0286-00 was considered by Council on September 15, 2025. The OCP Amendment and Rezoning Bylaws subsequently received Third Reading by Council after Public Hearing on October 20, 2025.
- In addition to granting Third Reading to the OCP Amendment and Rezoning Bylaws (Bylaw Nos. 21784 and 21785), Council granted Third Reading to Housing Agreement Bylaw No. 21786 to enter into a Housing Agreement with the City for the purpose of providing 478 rental housing units within Phase 1 of the proposed development.
- In-stream Development Application No. 7924-0286-00 allows for a four-phased development of two high rise mixed-use towers and two residential high-rise towers (40, 40, 44 and 44 storeys) consisting of a total of 1,814 purpose built rental dwelling units and 865 square metres of ground floor commercial retail with an overall gross FAR of 7.2 on City-owned land.

### Current Proposal

- The developer, Surrey City Development Corporation (SCDC), has since issued a Request for Proposal (RFP) to the development community for a not-for-profit development partner to construct, operate, and maintain an affordable rental housing project (Phase 1 of the overall development) on City-owned land through a long-term agreement.
- The preferred proponent, Chapter Housing Society, was later presented to and endorsed by SCDC's Board of Directors.

- Chapter was founded with a mandate to expand the availability of affordable rental housing in Metro Vancouver with its mission to provide secure, high-quality housing for individuals and families with low to moderate incomes.
- In addition to securing a not-for-profit housing provider, the developer has engaged BC Housing to explore financing opportunities under the BC Builds housing program, which provides low-cost loans and grants to accelerate the delivery of affordable rental housing for middle-income earners.
- In order to facilitate the financing requirements of BC Builds, the developer has requested revisions to the initial Housing Agreement to accommodate the parties' specific needs. A new Housing Agreement will be brought forward to address the requirements.
- Phase One will be entirely purpose-built rental, with up to thirty percent of the units proposed to be offered at below-market rates.

### **Housing Agreement**

- Section 483 of the Local Government Act authorizes a Local Government to enter into a Housing Agreement for affordable and special needs housing.
- Typically, Housing Agreements include the terms and conditions agreed to by the Local Government and the owner regarding:
  - the form of tenure of the housing units;
  - the occupancy of the housing units identified in the agreement (including their form of tenure and their availability to the classes of person identified in the agreement);
  - the administration of the units (including the means by which the units will be made available to intended occupants); and
  - the rent prices of units that may be charged and the rates at which these can be increased over time.
- The proposed Housing Agreement will secure all 478 residential dwelling units in Phase One as rental for a minimum duration of 60 years. A Restrictive Covenant will be registered on title to require payment of applicable amenity contributions should the units be converted to market units at any time after the Housing Agreement (Appendix A) expires.
- Through this planning report staff are recommending that Council file the existing Housing Agreement Authorization Bylaw No. 21786 and introduce a new Bylaw to enter into the updated Housing Agreement, and that the new Bylaw be given First, Second and Third Reading.
- The updated Housing Agreement Bylaw will be brought forward for consideration of final adoption concurrently with final adoption of the associated OCP Amendment and Rezoning Bylaws and the issuance of the Development Permit, once all of the outstanding conditions associated with the application are fulfilled.

**CONCLUSION**

The proposed Housing Agreement accommodates the requirements for BC Builds financing to secure all 478 residential dwelling units in Phase 1 as rental. This meets the intent of providing housing in proximity to Skytrain, adds to the City of Surrey's rental housing stock and aligns with the objectives of the City Centre Plan. Staff support the proposed Housing Agreement to facilitate the delivery of this rental housing.

**INFORMATION ATTACHED TO THIS REPORT**

The following information is attached to this Report:

Appendix A: Housing Agreement

Appendix B: Initial Planning Report No. 7924-0286-00, dated September 15, 2025  
(Appendices not included but available upon request)

*approved by Chris McBeath*

Ron Gill  
General Manager  
Planning and Development

JM/ar

**CITY OF SURREY**  
**HOUSING AGREEMENT**  
**(Residential Only)**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

AMONG:

**CITY OF SURREY**  
13450 – 104 Avenue,  
Surrey, B.C. V3T 1V8

(in its capacity as owner of the Lands, the “**Owner**”)

AND:

**CHAPTER HOUSING SOCIETY**  
1600 – 925 West Georgia Street,  
Vancouver, B.C. V6C 3L2

(the “**Lessee**”)

AND:

**CITY OF SURREY**  
13450 – 104 Avenue,  
Surrey, B.C. V3T 1V8

(the “**City**”)

WHEREAS:

- A. The Owner is the registered owner of the Lands and, in that capacity, will enter into the Ground Lease with the Lessee for construction of the Development on the Lands;
- B. Upon entering into the Ground Lease, the Lessee will assume the obligations of the Owner under this Agreement;
- C. Section 483 of the *Local Government Act* permits a local government to, by bylaw, enter into a housing agreement that may include terms and conditions regarding the occupancy of the housing units identified in the agreement, including respecting the form of tenure of the housing units, the availability of the housing units to classes of persons, the administration and management of the housing units and the rents and lease, sale or share prices that may be charged;
- D. The City has enacted a bylaw authorizing this Agreement; and
- E. The Owner and the City wish to enter into this Agreement pursuant to section 484

of the *Local Government Act* to ensure that the Rental Units are rented in accordance with this Agreement, and the Lessee agrees to execute this Agreement to consent to its terms and conditions and confirm its intent to be bound once it enters into the Ground Lease.

NOW THEREFORE in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges), the Owner and the City covenant and agree with each other as follows:

## 1. DEFINED TERMS

1.1 In and for the purpose of this Agreement, the following terms shall have the following meanings:

- (a) **“Agreement”** means this housing agreement and any amendments to or modifications of the same;
- (b) **“Assignment and Assumption Agreement”** has the meaning given to it in Section 2.1;
- (c) **“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;
- (d) **“City Personnel”** means all of the City’s elected and appointed officials, officers, agents, employees, agents, nominees, delegates, permittees, contractors, subcontractors and invitees from time to time and the Approving Officer;
- (e) **“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;
- (f) **“Commencement Date”** means the commencement of the term of the Ground Lease;
- (g) **“Community Charter”** means the *Community Charter*, S.B.C. 2003 c. 26, as amended, replaced, restated or re-enacted from time to time;;
- (h) **“Development”** means a 40-storey multi-family residential building containing approximately 478 Dwelling Units;
- (i) **“Dwelling Unit”** means one or more habitable rooms which constitutes one self-contained unit used or intended to be used for living and sleeping purposes for which is provided cooking equipment or the facilities for the installation of cooking equipment and one or more bathrooms with a water closet, wash basin and shower or bath;

- (j) “**Earlier Ground Lease Termination Date**” has the meaning given to it in Section 3.1;
- (k) “**Ground Lease**” means the lease for the Lands that will be entered into by the Owner and the Lessee to allow for the construction of the Development;
- (l) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996 c. 250, as amended, replaced, restated or re-enacted from time to time;
- (m) “**Land Title Office**” means the New Westminster Land Title Office;
- (n) “**Lands**” means those lands and premises located in the City of Surrey, in the Province of British Columbia, legally described as:

Parcel Identifier: NPA  
 Legal Description: Lot 1 Section 22 Block 5 North Range 2 New  
 Westminster District Plan EPP145153

and includes any parcel into which such land is consolidated or further subdivided (including a subdivision pursuant to the *Land Title Act*);

- (o) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. c. 1, as amended, replaced, restated or re-enacted from time to time;
- (p) “**Notice**” means a notice filed by the City in the Land Title Office on title to the Lands pursuant to Section 483(b) of the *Local Government Act*;
- (q) “**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 if the Owner is the City of Surrey, the Owner is in its capacity as the owner of the Lands and not in its capacity as the local government with regulatory authority over the Lands;
- (r) “**Rental Units**” means 478 Dwelling Units that must be made available by the Lessee to the general public at arm’s 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, c. 78, as amended, replaced, restated or re-enacted from time to time, and any regulations pursuant thereto; and
- (s) “**Term**” has the meaning given to it in Section 3.1.

## 2. **GROUND LEASE**

- 2.1 The Owner and the Lessee hereby acknowledge and agree that the Owner will grant the Ground Lease to the Lessee for the construction of the Development. Concurrently with entering into the Ground Lease, the Owner will require the Lessee to separately enter into an assignment and assumption agreement substantially in the form attached as Schedule A hereto (the “**Assignment and Assumption Agreement**”) whereby, *inter alia*, the Owner will assign and the

Lessee will assume all of the rights and obligations of the Owner under this Agreement in relation to the Lands. From and after the date of such Assignment and Assumption Agreement, references to the Owner herein will be interpreted to mean the Lessee, including, without limitation, the obligation to obtain an assumption agreement in Section 4.5 and the indemnity in Section 5.1 of this Agreement.

### **3. TERM AND NOTICE**

3.1 The term (the “**Term**”) of this Agreement will commence on the Commencement Date and end on the later of:

- (a) the date that is sixty (60) years after the Commencement Date; and
- (b) the date of the expiration of the term of the Ground Lease, including any extensions or renewals thereof,

provided that if the Ground Lease is terminated prior to such date pursuant to the terms of the Ground Lease (the “**Earlier Ground Lease Termination Date**”), then the Term of this Agreement will end upon the Earlier Ground Lease Termination Date.

3.2 In the event of termination of this Agreement based on Section 3.1, this Agreement will be at an end and of no further force or effect and the City will, within ninety (90) days of a written notice request from the Owner, execute a registrable discharge of the Notice from title to the Lands.

### **4. RESTRICTION ON OCCUPANCY OF DWELLING UNITS**

4.1 During the Term, the Rental Units must be made available for rent in accordance with this Agreement.

4.2 The City may, from time to time, during the Term, request the Owner to provide written proof of compliance with Section 4.1 and the Owner agrees to provide, or cause any operator of the Lands to provide, the City with such proof in a form reasonably satisfactory to the City.

4.3 During the Term, the portion of the Lands containing the Development shall not be stratified.

4.4 All of the Rental Units must be owned by the same Owner(s).

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

### **5. LIABILITY**

5.1 **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, except to the extent caused by the negligence or wilful misconduct of the City and/or the City Personnel.

- 5.2 **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, except to the extent caused by the negligence or wilful misconduct of the City and/or the City Personnel.
- 5.3 **Obligations Continue.** The Owner covenants and agrees that the indemnity and release in Sections 5.1 and 5.2 will remain effective and survive the expiration or termination of this Agreement whether by fulfilment of the covenants contained in this Agreement or otherwise.

6. **NOTICE**

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

- (a) As to the City:

City of Surrey  
13450 – 104 Avenue  
Surrey, B.C. V3T 1V8

Attention: General Manager, Planning and Development Department

- (b) As to the Owner:

City of Surrey  
13450 – 104 Avenue  
Surrey, B.C. V3T 1V8

Attention: Chief Capital Programs Officer

- (c) As to the Lessee:

Chapter Housing Society  
1600 – 925 West Georgia Street  
Vancouver, B.C. V6C 3L2

Attention: Director, Nic Paolella

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.

6.2 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.

## 7. **GENERAL**

7.1 **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.

7.2 **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.

7.3 **Modification.** This Agreement may be modified from time to time by the consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

7.4 **Time.** Time shall be of the essence of this Agreement.

7.5 **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.

7.6 **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.

7.7 **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.

7.8 **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.

7.9 **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.
- 7.10 **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.
- 7.11 **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.
- 7.12 **Agreement Runs with the Lands.** Following the filing of the Notice in the Land Title Office, this Agreement and, if applicable, any amendments thereto, will be binding on all persons who acquire the Lands affected by this Agreement, as amended if applicable.
- 7.13 **Limitation on Owner's Obligations.** The Owner is liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands, or such applicable portion thereof, and the Owner will continue to be so liable notwithstanding that the Owner has ceased to be the registered owner of the Lands, or any portion thereof, unless and until an assumption agreement in accordance with Section 4.5 is delivered to the City. For greater certainty, nothing in this Section 7.13 releases the Owner from liability for any breach of this Agreement that occurred prior to the effective date of such assumption agreement.
- 7.14 **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.
- 7.15 **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.
- 7.16 **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.
- 7.17 **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.

- 7.18 **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.
- 7.19 **Lessee Signature.** The Lessee, by signing below, agrees to be bound by the terms of this Agreement once it enters into the Ground Lease and the contemplated Assignment and Assumption Agreement as set out in Section 2.1.

*[Remainder of page intentionally left blank; signature pages follow.]*


IN WITNESS WHEREOF the parties have executed this Agreement as of the date and year first written above.

**CITY OF SURREY**

By: \_\_\_\_\_  
Authorized Signatory  
Brenda Locke,  
Mayor  
City of Surrey

By: \_\_\_\_\_  
Authorized Signatory  
Jennifer Ficocelli,  
City Clerk and Director    Legislative Services  
City of Surrey

**CITY OF SURREY**, in its capacity as the Owner

By:  \_\_\_\_\_  
Authorized Signatory  
Jeff Arason,  
Chief Capital Programs Officer  
City of Surrey

**CHAPTER HOUSING SOCIETY**

By: \_\_\_\_\_  
Authorized Signatory

Nic Paoella,  
Director  
Chapter Housing Society

**Schedule A**  
**Assignment and Assumption Agreement**

*[See attached.]*

**CITY OF SURREY**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**(Housing Agreement)**

THIS AGREEMENT is made with effect as of \_\_\_\_\_ (the “**Effective Date**”),

AMONG:

**CITY OF SURREY**  
13450 – 104 Avenue,  
Surrey, B.C. V3T 1V8

(in its capacity as owner of the Lands, the “**Owner**”)

AND:

**CHAPTER HOUSING SOCIETY**  
1600 – 925 West Georgia Street,  
Vancouver, B.C. V6C 3L2

(the “**Lessee**”)

AND:

**CITY OF SURREY**  
13450 – 104 Avenue,  
Surrey, B.C. V3T 1V8

(the “**City**”)

**WHEREAS:**

- A. The Owner is the registered owner of the Lands and, in that capacity, has entered into the Ground Lease with the Lessee for the construction of the Development on the Lands;
- B. The parties entered into a Housing Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “**Housing Agreement**”) pursuant to Section 483 of the *Local Government Act* to ensure that the Rental Units are rented in accordance with the terms and conditions of the Housing Agreement;
- C. Section 2.1 of the Housing Agreement provides that, concurrently with entering into the Ground Lease, the Owner will require the Lessee to separately enter into an assignment and assumption agreement whereby the Owner will assign and the Lessee will assume all of the rights and obligations of the Owner under the Housing Agreement in relation to the Lands; and
- D. The parties wish to enter into this Agreement in accordance with Section 2.1 of the Housing Agreement.

**IN CONSIDERATION OF** the sum of Ten Dollars (\$10.00) now paid by the Owner and the City to the Lessee and for other good and valuable consideration (the receipt and sufficiency of which the Lessee hereby acknowledges), the parties covenant and agree with each other as follows:

**1. DEFINITIONS**

1.1 All capitalized terms not defined herein will have the meanings ascribed to them in the Housing Agreement.

**2. ASSIGNMENT AND ASSUMPTION**

2.1 Effective as of the Effective Date, the Lessee hereby assumes all of the covenants and obligations of the Owner under the Housing Agreement in relation to the Lands (the "**Assumed Obligations**"). The Lessee agrees with the Owner and the City that it will at all times from and after the Effective Date be bound by, observe and perform all of the terms and conditions to be observed and performed by the Owner under the Housing Agreement to the same extent as if it had been a party thereto in the place and stead of the Owner.

**3. RELEASE**

3.1 The Lessee hereby agrees to release the Owner from any and all actions, causes of action, losses, costs, claims, damages and expenses arising out of the Housing Agreement in respect of the Assumed Obligations from and after the Effective Date. For greater certainty, the parties acknowledge, confirm and agree that effective as of the Effective Date, the Owner will not have any responsibility for the Assumed Obligations and the Lessee will be solely responsible for the Assumed Obligations, provided however, that the Owner will not be released in respect of any liability under any Assumed Obligation arising in respect of events occurring prior to the Effective Date.

**4. MISCELLANEOUS**

4.1 This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto in one or more counterparts and delivered or transmitted by facsimile or other electronic means by such party as provided for herein.

4.2 Each of the parties hereto will at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Agreement.

4.3 This Agreement will enure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns, as applicable.

4.4 This Agreement may be signed by the parties hereto in counterparts and by facsimile or .pdf email transmission, and each such counterpart, facsimile or .pdf email transmission copy will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

4.5 Notwithstanding the actual execution date of this Agreement, this Agreement takes effect from the Effective Date.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date and year first written above.

**CITY OF SURREY**

By: \_\_\_\_\_

Authorized Signatory

Brenda Locke,

Mayor

City of Surrey

By: \_\_\_\_\_

Authorized Signatory

Jennifer Ficocelli,

City Clerk and Director    Legislative Services

City of Surrey

**CITY OF SURREY**, in its capacity as the Owner

By:  \_\_\_\_\_

Authorized Signatory

Jeff Arason,

Chief Capital Programs Officer

City of Surrey

**CHAPTER HOUSING SOCIETY**

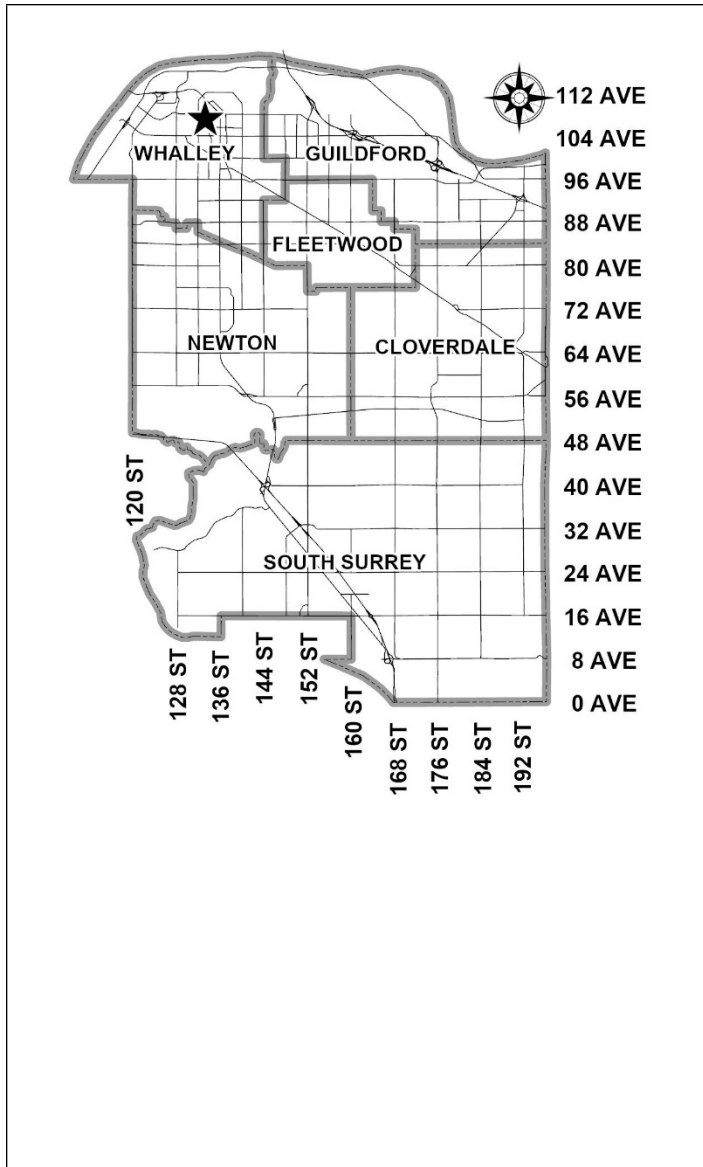
By: \_\_\_\_\_  
Authorized Signatory

Nic Paoella,  
Director  
Chapter Housing Society

City of Surrey  
**PLANNING & DEVELOPMENT REPORT**

Application No.: 7924-0286-00

Planning Report Date: September 15, 2025



**PROPOSAL:**

- **OCP Amendment** for a portion of the site to Figure 16: Downtown Densities from 3.5 to 5.5
- **City Centre Plan Amendment** for a portion of the site, from Mid to High Rise Residential and High Rise Residential - Type I to High Rise Mixed-Use Type - I
- **Rezoning** from R3, RM-30, RM-70 and RM-135 to CD (based on RM-135 and C-8)
- **General Development Permit for Form and Character**
- **Development Permit for Sensitive Ecosystems and Hazard Lands**
- **Development Variance Permit** for reduced streamside setbacks
- **Housing Agreement**

to permit the development of a mixed-use phased development consisting of two high rise mixed-use towers and two residential high rise towers (40, 40, 44 and 44 storeys).

**LOCATION:**

10725, 10735, 10747 and 10757 University Drive  
 13310, 13326, 13330 and 13350 - 108 Avenue  
 10744 - 133 Street  
 Portion of Road

**ZONING:**

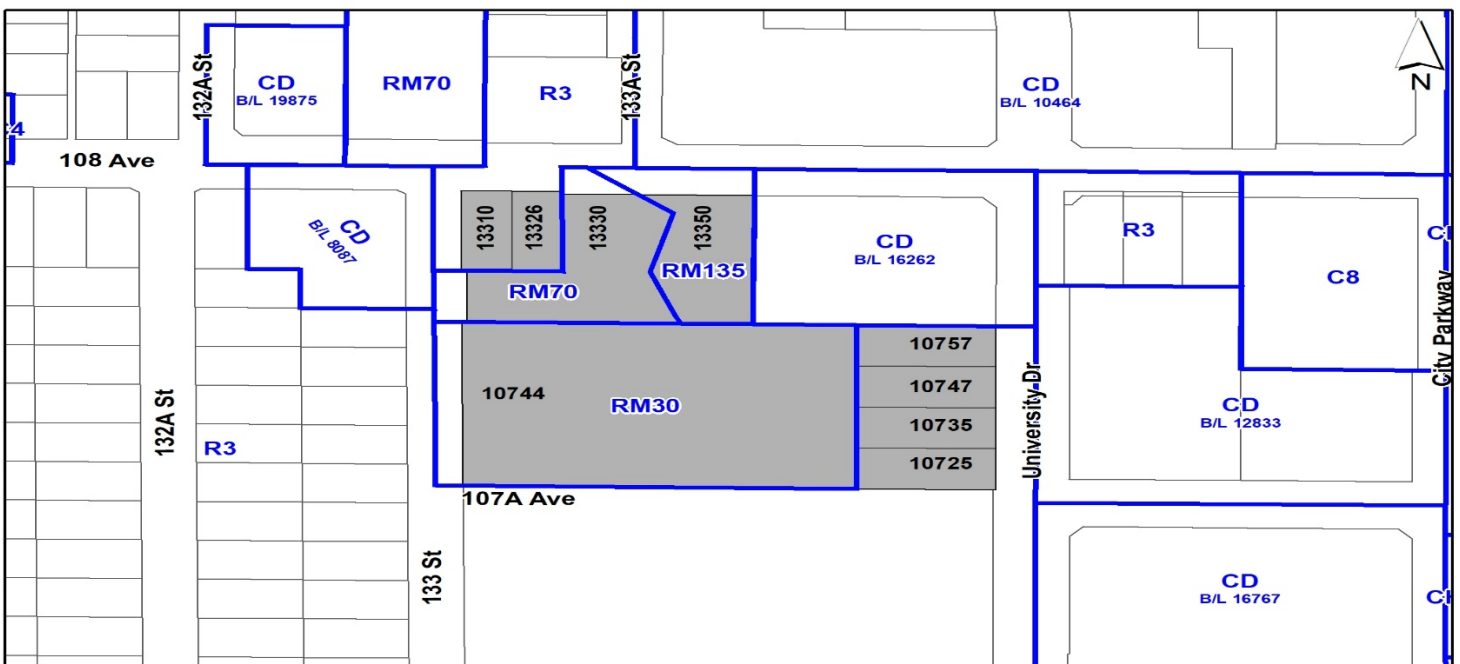
R3, RM-30, RM-70 and RM-135

**OCP DESIGNATION:**

Downtown

**CCP DESIGNATION:**

Mid to High Rise Residential, High Rise Residential - Type I, Creek Buffer and Top of Bank Buffer



## RECOMMENDATION SUMMARY

- Bylaw Introduction and set date for Public Hearing for:
  - OCP Amendment; and
  - Rezoning.
- Approval to draft General Development Permit for Form and Character, Sensitive Ecosystems (Streamside), and Hazard Lands (Steep Slopes).
- Approval for Development Variance Permit to proceed to Public Notification.
- Bylaw Introduction, First, Second and Third Reading for a Housing Agreement.

## DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- Proposing an amendment to the Official Community Plan (OCP) to Figure 16: Downtown Densities for a portion of the site from 3.5 FAR to 5.5 FAR to permit a higher density on the site.
- Proposing an Amendment to the City Centre Plan for a portion of the site from Mid to High Rise Residential and High Rise Residential - Type I to High Rise Mixed-Use Type - I.
- Proposing to reduce the streamside setback requirements outlined in Part 7A, Streamside Protection, of the Zoning By-law.

## RATIONALE OF RECOMMENDATION

- The current proposal does not comply with the Downtown 3.5 FAR designation in the Official Community Plan for a portion of the site or the Mid to High Rise Residential and High Rise Residential – Type I designations in the Surrey City Centre Plan. Amendments are proposed to accommodate a higher density for a portion of the site and allow for an overall site-wide mixed-use development.
- Although the proposed density on a portion of the subject site is higher than that prescribed in the OCP and City Centre Plan, the proposed development, including ground floor commercial adjacent to the future park on 107A Avenue and along University Drive, will support and complement this area of Surrey City Centre.
- The proposed development conforms to the goal of achieving high rise, high-density development around SkyTrain Stations. The Gateway SkyTrain Station is located within walking distance (120 metres) from the subject site.
- The provincial legislation introduced in late 2023 designates the site within a Skytrain Station Transit Oriented Area (TOA), Tier 1, which allows for a minimum FAR of 5.0 and a minimum height of 20-storeys.

- 
- The proposed height and density of the subject site is reflective of an evolving urban context in the City Centre and in consideration of the objective to increase housing supply within TOAs.
  - The proposal includes 478 purpose-built rental units on Lot 1, which will be secured through a Housing Agreement for a minimum 60-year duration.
  - The applicant is proposing a reduced setback along the east and west side of Bolivar Creek. This reduced setback will establish a development site that can accommodate building envelopes and densities that are reflective of the goals of an emerging City Centre.
  - The watercourse and associated riparian area will be retained and inventoried as a Park lot by the City (Lot 5, Appendix I) and contains an area of approximately 7,150 square metres. The proposed watercourse protection, restoration, and proposed setbacks balance both riparian protection and development potential on the site while protecting and enhancing an important natural asset in City Centre.

## RECOMMENDATION

The Planning & Development Department recommends that:

1. An OCP Amendment Bylaw be introduced to amend Figure 16: Downtown Densities for a portion of the site from 3.5 FAR to 5.5 FAR (Appendix VI) and a date be set for Public Hearing .
2. Council determine the opportunities for consultation with persons, organizations and authorities that are considered to be affected by the proposed amendment to the Official Community Plan, as described in the Report, to be appropriate to meet the requirement of Section 475 of the Local Government Act.
3. A Bylaw be introduced to rezone the subject site and the portion of road shown as Block A on the attached Survey Plan (Appendix I) from Urban Residential Zone (R3), Multiple Residential 30 Zone (RM-30), Multiple Residential 70 Zone (RM-70) and Multiple Residential 135 Zone (RM-135) to Comprehensive Development Zone (CD) and a date be set for Public Hearing.
4. Council authorize staff to draft General Development Permit No. 7924-0286-00 generally in accordance with the attached drawings (Appendix I) and the finalized Ecosystem Development Plan and Geotechnical Report.
5. Council approve Development Variance Permit No. 7924-0286-00 (Appendix VII) varying the following, to proceed to Public Notification:
  - (a) In Section B.1 in Part 7A, Stream Protection, the minimum streamside setback distance for a Class A (red-coded) Natural Stream is reduced from 30 metres to a variable streamside setback area, with a minimum of 9.8 metres and a maximum of 26.8 metres, measured from top of bank.
6. A Bylaw be introduced to enter into a Housing Agreement and be given First, Second and Third Reading.
7. Council instruct staff to resolve the following issues prior to final adoption:
  - (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 subdivision layout to the satisfaction of the Approving Officer;
  - (c) resolution of all urban design issues to the satisfaction of the Planning and Development Department;
  - (d) submission of a finalized landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department;
  - (e) submission of a finalized tree survey and a statement regarding tree preservation to the satisfaction of the City Landscape Architect;

- (f) the applicant satisfy the deficiency in tree replacement on the site, to the satisfaction of the Planning and Development Department;
- (g) submission of a finalized Ecosystem Development Plan and Impact Mitigation Plan to the satisfaction of City staff;
- (h) the applicant satisfy the requirements for a restoration agreement, including the construction of the public pathway, replanting, maintenance and monitoring;
- (i) approval from the Ministry of Forests, Lands and Natural Resource Operations under the Water Sustainability Act if works are being conducted in the riparian area;
- (j) submission of a finalized Geotechnical Report, including a peer review, to the satisfaction of City staff;
- (k) the applicant enter into a Housing Agreement with the City to restrict a total of 478 dwelling units on Lot 1 on the subject site to provide rental housing for a minimum 60-year duration;
- (l) provision of cash-in-lieu contribution to satisfy the indoor amenity space requirement of the CD Zone, at the rate in effect at the time of Final Adoption;
- (m) final approval from TransLink;
- (n) demolition of existing buildings and structures to the satisfaction of the Planning and Development Department;
- (o) completion of the road closure and acquisition of a portion of 133 Street;
- (p) registration of a Section 219 Restrictive Covenant to reflect the 478 rental units on Lot 1 and ensure the proposal will adequately address the City's needs with respect to Public Art, Affordable Housing and Capital Project CACs (Tier 1 and Tier 2) if the market rental tenure of the proposed development changes, at any point in the future;
- (q) registration of a Section 219 Restrictive Covenant requiring the applicant to pay all applicable Tier 2 CACs if the 1,336 additional rental units on Lot2, 3 and 4, identified under Development Application 7924-0286-00, are not secured with a Housing Agreement(s) in future phases;
- (r) registration of a Section 219 Restrictive Covenant to adequately address the City's needs with respect to public art, to the satisfaction of the General Manager Parks, Recreation and Culture for the commercial/retail portion of the proposal;
- (s) registration of a volumetric statutory right-of-way for public rights-of-passage for the proposed plaza and shared outdoor spaces located throughout the development site;

- (t) submission of an acoustical report for the residential units and registration of a Section 219 Restrictive Covenant to ensure implementation of noise mitigation measures;
  - (u) registration of a Section 219 Restrictive Covenant requiring the applicant to develop the site in accordance with the conditions in the geotechnical report; and
  - (v) final submission and approval of the Transportation Impact Assessment.
9. Council pass a resolution to amend the City Centre Plan to redesignate a portion of the subject site from Mid to High Rise Residential and High Rise Residential - Type I to High Rise Mixed-Use - Type I as shown in Appendix V when the project is considered for final adoption.

### SITE CONTEXT & BACKGROUND

Direction	Existing Use	CCP Designation	Existing Zone
Subject Site	Former Sunshine Housing Co-op (relocated to 104 Avenue and 132 Street) and vacant lots	Mid to High Rise Residential, High Rise Residential – Type I, Creek Buffer and Top of Bank Buffer	R3, RM-30, RM-70 and RM-135
North (Across 108 Avenue):	Four-storey apartment, single family dwelling and two mixed-use high-rise towers	High Rise Residential – Type I, High Rise Mixed-Use – Type I, Creek Buffer and Top of Bank Buffer	R3, RM-70 and CD
East (Across University Drive):	SkyTrain guideway and Temporary Transitional Housing and support services. Development application for a 46 and 50-storey mixed-use tower development ( <i>Application No. 7920-0220-00, Third Reading</i> )	High Rise Residential - Type I	CD
South (Across future 107A Avenue):	Whalley Athletic Park	Park	R3
West (Across 133 Street):	Development application for two residential buildings including a 36-storey tower and a six-storey low-rise building ( <i>Application No. 7923-0157-00, Third Reading</i> )	Low to Mid Rise Residential	R3

## **Background**

- The former Sunshine Housing Co-op was located on the subject site and consisted of 39 townhouse units with a total of 95 bedrooms. Under Development Application No. 7920-0207-00, a six-storey apartment building was approved on the north-east corner of 104 Avenue and 132 Street with 69 new dwelling units to replace the Sunshine Housing Co-op. This project was a partnership between the Surrey City Development Corporation (SCDC) and the Community Land Trust, with funding from BC Housing and the Canadian Mortgage and Housing Corporation (CMHC).
- The new units were secured through a Housing Agreement and the co-op is now operating in partnership with the Community Land Trust.
- In accordance with Policy O-61 Rental Housing Redevelopment: Rental Replacement and Tenant Relocation Assistance, all former townhouse residents were offered the opportunity to move into a new unit and received additional relocation support services such as short-term storage and moving services.
- The new Sunshine Housing Co-op consists of 69 dwelling units with a total of 116 bedrooms and supports diverse household needs with 20% of units provided at shelter rates (deep subsidy aligned with BC Housing levels), 50% Rent-Geared to Income set below Housing Income Limits and 30% provided at the Low End of Market rent in line with BC Housing Community Housing Program objectives.

## **Context**

- The 2.3-hectare (5.7-acre) subject site consists of nine properties located in City Centre and is generally bounded by 133 Street (west), 108 Avenue (north), University Drive (east), and the future 107A Avenue (south).
- The subject site is designated Downtown in the Official Community Plan (OCP) and Mid to High Rise Residential, High Rise Residential – Type I, Creek Buffer and Top of Bank Buffer in the City Centre Plan, and is zoned Urban Residential Zone (R3), Multiple Residential 30 Zone (RM-30), Multiple Residential 70 Zone (RM-70) and Multiple Residential 135 Zone (RM-135).
- The applicant is also proposing to rezone a portion of the 133 Street road allowance, with the road allowance to be closed, acquired, and consolidated to form part of the development site.
- Bolivar Creek, a Class A red-coded watercourse bisects the site in a north-south direction. Approximately 7,150 square metres (Lot 5) is proposed to be retained and inventoried as a Park lot by the City.
- A Development Variance Permit is proposed to reduce the setback requirements for Bolivar Creek from 30 metres to a variable streamside setback area, with a minimum of 9.8 metres and a maximum of 26.8 metres distance from top of bank.

## DEVELOPMENT PROPOSAL

### Planning Considerations

- The applicant is proposing:
  - OCP and City Centre Plan amendments of a portion of the subject site for higher density;
  - Rezoning from R3, RM-30, RM-70 and RM-135 to CD;
  - General Development Permit for Form and Character;
  - Development Permit for Sensitive Ecosystems (Streamside) and Hazard Lands (Steep Slope);
  - Development Variance Permit to reduce the streamside setback requirements outlined in Part 7A, Streamside Protection, of the Zoning Bylaw;
  - Subdivision to create four development lots and one Park lot to be retained by the City; and
  - Housing Agreement to secure the rental tenure for Lot 1.

to permit the development of a phased development of two high rise mixed-use towers and two residential high rise towers (40, 40, 44 and 44 storeys) consisting of 1,814 purpose-built rental dwelling units and 865 square metres of ground floor commercial retail with an overall gross FAR of 7.2.

- The project is proposed as a four-phased development and organized as follows (Appendix I):
  - Lot 1 is located in the northwest corner of the site and consists of one high rise residential tower (40 storeys) with an eight-storey stepped podium and includes 478 residential rental units.
  - Lot 2 is located in the southwest corner of the site and consists of one high rise mixed-use tower (44 storeys) with a six-storey podium and includes 441 residential rental units and a 240-square metre ground floor commercial retail unit (CRU) intentionally located adjacent the plaza and proposed Park lot to be retained by the City.
  - Lot 3 is located on the eastern portion of the site, adjacent the proposed Park lot, and consists of one high rise residential tower (44 storeys) with an eight-storey stepped podium and includes 475 residential rental units. The developer, Surrey City Development Corporation (SCDC), has also provided an alternative option for Phase 3 that includes an urban elementary school located within the tower podium.
  - Lot 4 is also located on the eastern portion of the site to the east of Lot 3, and consists of one high rise mixed-use tower (44 storeys) with an eight-storey podium and includes 420 residential rental units and 626 square metres of ground floor CRU space fronting University Drive.

	Proposed
<b>Lot Area</b>	
Gross Site Area:	21,012 square metres
Road Dedication:	2,515 square metres
Road Acquisition:	50 square metres
Undevelopable Area:	1,884 square metres
Open Space Dedications:	5,252 square metres
Net Site Area:	13,244 square metres
<b>Number of Lots:</b>	Existing – 9, Proposed – 4 (plus one lot for park purposes)
<b>Building Height:</b>	Lot 1: 133 metres / 40 storeys Lot 2: 145 metres / 44 storeys Lot 3: 153 metres / 44 storeys Lot 4: 133 metres / 40 storeys
<b>Floor Area Ratio (FAR):</b>	All Lots: 7.2 FAR (gross) 11.5 FAR (net)
<b>Floor Area</b>	
Residential:	150,814 square metres
Commercial:	865 square metres
Total:	151,679 square metres
<b>Residential Units:</b>	
Studio:	264
1-Bedroom:	825
2-Bedroom:	489
3-Bedroom:	236
Total:	1,814

## Referrals

### Engineering:

The Engineering Department has no objection to the project subject to the completion of Engineering servicing requirements as outlined in Appendix II.

School District: The School District has advised that there will be approximately 152 school-age children generated by this development, of which the School District has provided the following expected student enrollment.

91 Elementary students at K.B. Woodward School  
36 Secondary students at Kwantlen Park School

(Appendix III)

Note that the number of school-age children is greater than the expected enrollment due to students attending private schools, home school or different school districts.

The applicant has advised that the dwelling units in this project are expected to be constructed and ready for occupancy as follows:

Lot 1: Q2 2030  
Lot 2: Q2 2032  
Lot 3: Q2 2031  
Lot 4: Q2 2032

Parks, Recreation & Culture: Parks supports the Park lot (Lot 5) as proposed, and it will be retained and inventoried as a Park lot by the City.

Whalley Athletic Park is just south of the site with amenities including, baseball diamonds, playground, skate park, and sport courts.

Surrey Fire Department: The Fire Department has no concerns with the proposed development application.

Advisory Design Panel: The proposal was considered at the ADP meeting on March 13, 2025 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 bylaw, to the satisfaction of the Planning and Development Department.

TransLink: No response at the time of writing this report.

## Transportation Considerations

### Road Network and Infrastructure

- As part of the subject proposal, the applicant will be providing the following road dedications/improvements:

- Dedication and construction of the east side of 133 Street to the City Centre local road standard. A surplus portion of 133 Street fronting the site is proposed to be closed, acquired and consolidated into the development, in accordance with the City Centre Land Use Plan;
- Dedication and construction of the south side of 108 Avenue to the City Centre arterial road standard;
- Dedication and construction of University Dr. to the City Centre arterial road standard; and
- Dedication and construction of a new segment of 107A Avenue along the south site boundary to the City Centre collector road standard.

### Traffic Impacts

- The applicant was required to submit a Transportation Impact Assessment (TIA) to evaluate site-generated traffic impacts and the surrounding road network and identify any mitigating measures that would be required to be addressed.
- According to the TIA, the proposal is anticipated to generate approximately 425 vehicle trips (55 inbound and 370 outbound) during the weekday morning peak hour, and 409 vehicle trips (267 inbound and 142 outbound) during the weekday afternoon peak hour.
- It is anticipated that the intersection of 133 Street and 108 Avenue and the intersection of University Drive and 107A Avenue will warrant a traffic signal due to the additional traffic generated by the site. Without these improvements in place when the site is fully developed, these intersections would be subject to high delay and long queues. If a traffic signal is installed, the intersections will operate at an acceptable level.
- All other intersections are expected to operate acceptably in the future.

### Access and Parking

- Vehicle access to the subject site (underground parking and loading) for Lot 1 and 2 will be via 133 Street, Lot 3 via the new 107A Avenue and Lot 4 via University Drive for parking and via 107A Avenue for loading.
- The new portion of 107A Avenue will provide a finer-grained road connection in accordance with the City Centre Plan and will help minimize interruptions to vehicular traffic and to pedestrian and cycling connections on the surrounding roads along the site frontages.
- There are no longer residential dwelling unit parking requirements, except for accessible spaces, subsequent to provincial Bill 47 as this site is within a Transit Oriented Area.
- The proposed development requires a total of 88 parking stalls for accessible parking spaces for residential dwelling units and commercial uses and is proposing to provide a total of 1,814 parking spaces on-site. The number of stalls above the commercial requirement will be allocated to residential uses.
- As per the recent Surrey Zoning Bylaw amendment, the proposed number of bicycle parking spaces meets the new requirement of a maximum of 300 bicycle parking spaces per building for the project.

## Transit

- The site is located within 120 metres of the Gateway Skytrain Station and multiple bus routes connecting to Newton and Guilford Exchange and Scott Road Station within Surrey.

## **Parkland and Natural Area Considerations**

- Development Permits for Sensitive Ecosystems (Streamside) and Hazard Lands (Steep Slopes) are required.
- Bolivar Creek, a Class A watercourse, bisects the site in a north-south direction and is culverted both up and downstream.
- A Class C ditch is located along the 133 Street frontage and is proposed to be infilled.
- The required streamside setback, as outlined in Part 7A of the Zoning Bylaw, is 30 metres from top of bank for Bolivar Creek (Class A Stream). The setback proposed as part of the subject development project is reduced to a variable streamside setback area, with a minimum of 9.8 metres and a maximum of 26.81 metres distance from top of bank.
- The rationale for the proposed setback reduction includes the following:
  - the proposed variable setbacks exceed the minimum setback requirements under the provincial Riparian Areas Protection Regulation (RAPR);
  - a reduced setback to the watercourse is proposed in order to allow for a development site that can accommodate building envelopes and densities that are reflective of the goals of the City Centre Plan;
  - a lot with an area of approximately 7,150 square metres that includes the Streamside Protection and Enhancement Area (SPEA) will be retained by the City (Lot 5); and
  - the proposed setbacks balance both habitat restoration and retention of City land as park and development potential of the site.
- Staff support the requested variances to proceed for consideration.
- The site has a gross site area of 21,012 square metres, and approximately 7,150 square metres will be retained and inventoried as a Park lot by the City (Lot 5).
- To offset the reduction in riparian area from the streamside setback variance, a restoration agreement will outline future replanting, maintenance and monitoring. If WSA works are to be conducted in the riparian area, Parks will require a P-15 agreement for the replanting, maintenance, and monitoring of the riparian area.
- In accordance with the required City processes with respect to Sensitive Ecosystem Development Permit Areas (Streamside), the applicant engaged Enkon Environmental Ltd. and appropriate Qualified Environmental Professionals (QEP), to prepare the required environmental assessments and reports.
- A publicly accessible pathway system will be located on the City-owned Park lot (Lot 5) and will provide both north-south and east-west connections through the parkland and

development sites. The applicant will work with staff to facilitate the construction of the park areas, including the public pathway system.

### **Sustainability Considerations**

- The applicant has met all of the typical sustainable development criteria, as indicated in the Sustainable Development Checklist.
- The applicant has highlighted the following additional sustainable features:
  - The site design celebrates Bolivar Creek, enhancing its ecological value while extending its visual and natural boundaries into the development;
  - Buildings will be designed with high-performance enclosure systems, including high performance windows, to reduce energy demand;
  - Energy-efficient mechanical systems will be used, with heat recovery integrated into ventilation to minimize energy loss; and
  - All buildings will be connected to the Surrey District Energy System, supporting low-carbon energy use.

### **School Capacity Considerations**

- As of September 2024, KB Woodward Elementary is operating at 110% capacity. With the current school over capacity, and significant planned development in the area, a new elementary school, Theresa Clarke Elementary, will open north of 108th Ave in 2025. Additional schools will be needed in the area and the District is interested in partnering with this development to build an elementary school on-site as part of a future development phase.
- As of September 2024, Kwantlen Park Secondary is currently operating at 140% capacity and is projected to grow significantly over the next 10 years. In February 2023, the District received capital funding approval from the Ministry of Education and Child Care to build a 500-capacity addition, targeted to open in the spring of 2028. However, additional measures will be required to address future growth in the area.

## **POLICY & BY-LAW CONSIDERATIONS**

### **Official Community Plan**

#### Land Use Designation

- The subject site is designated Downtown in the Official Community Plan, with a permitted maximum density of both 3.5 and 5.5 FAR, as noted in Figure 16 of the OCP.
- The applicant is proposing to amend Figure 16 to accommodate the proposed development by increasing the allowable density from 3.5 FAR to 5.5 FAR for a portion of the site.
- The proposed density of 7.2 gross FAR is achievable through the proposed OCP amendment and density bonus.

### Amendment Rationale

- The proposed density and building form are appropriate for this part of Surrey City Centre, and forms part of an emerging high-density mixed-use hub that will be complementary to the Gateway and Bailey District as well as the overall City Centre vision.
- The proposed height and density of the subject site is reflective of an evolving urban context in the City Centre and in consideration of the objective to increase housing supply within TOAs.
- The proposal includes 478 purpose-built rental units in Lot 1, which will be secured through a Housing Agreement for a minimum 60-year duration.
- The remaining 1,336 dwelling units on future Lots 2, 3, and 4 are also intended to be secured as rental through a Housing Agreement and will be brought forward with their respective Detailed Development Permits.

### Public Consultation for Proposed OCP Amendment

- Pursuant to Section 475 of the Local Government Act, it was determined that it was not necessary to consult with any persons, organizations or authorities with respect to the proposed OCP amendment, other than those contacted as part of the pre-notification process.

### Themes/Policies

- The proposed development is consistent with the following OCP Themes and Policies:
  - Growth Management:
    - Accommodating Higher Density: Direct residential development into Surrey's City Centre at densities sufficient to encourage commercial development and transit services expansion.
  - Centres, Corridors and Neighbourhoods:
    - Dynamic City Centre: Strengthen Surrey's City Centre as a dynamic, attractive and complete Metropolitan Core, by providing a mix of commercial and residential space in a comprehensively-designed development.
    - Transit Corridors: Support Transit-Oriented Development along major corridors linking urban centres and employment areas, through the development of a high density development within walking distance to the SkyTrain and other transit infrastructure.
    - Healthy Neighbourhoods: Build complete, walkable, and green neighbourhoods.
    - Urban Design: Encourage beautiful and sustainable urban design.
  - Ecosystems:
    - Additional open space is retained for parks purposes.

## Secondary Plans

### Land Use Designation

- The subject site is designated Mid to High Rise Residential, High Rise Residential – Type I, Creek Buffer and Top of Bank Buffer in the City Centre Plan (CCP).
- The applicant is proposing to amend the City Centre Plan for a portion of the site from Mid to High Rise Residential and High Rise Residential – Type I to High Rise Mixed-Use – Type I to accommodate the proposed development.
- The Creek and Top of Bank Buffer designation is proposed to remain, however the configuration of the area will change to reflect the proposed setbacks.

### Amendment Rationale

- The proposed density and building form are appropriate for this part of Surrey City Centre and will be a significant and welcome addition to the Gateway District.
- The overall density of the proposed development is 7.2 FAR (gross), which is consistent with this area.
- The proposed amendment will accommodate two mixed-use towers with ground floor commercial retail units (CRUs) fronting 107A Avenue on Lot 2 and University Drive on Lot 4 that are envisioned to be CRUs as well as a restaurant with patio. These uses form an integral part of a complete/walkable community.
- The proposed redesignation to High Rise Mixed-Use – Type I will allow for commercial uses to be accommodated in all phases moving forward.

### Themes/Objectives

- The proposed development is consistent with the following guiding principles:
  - Build Density, through the development of a high-density development close to the SkyTrain stations.
  - Encourage Housing Diversity, with a variety of unit types and sizes.
  - Create Vibrant Urban Space, with high quality architectural aesthetics, individual units oriented towards public streets to animate the street, and amenities such as plazas.
  - Green the Downtown, with appropriate new tree planting, landscaping treatments.
  - Promote Identity and Sense of Place, with a blend of open landscaped spaces and enclosed residential spaces.

## Housing Agreement

- Section 483 of the Local Government Act authorizes Local Government to enter into a Housing Agreement for rental housing.

- The proposed Housing Agreement (Appendix IX) will secure all 478 residential dwelling units on Lot 1 as rental for a minimum duration of 60 years.
- A Restrictive Covenant will be registered on title to require payment of applicable amenity contributions should the units be converted to market units at any time after the Housing Agreement expires.
- Housing Agreements for the additional 1,336 proposed purpose-built rental units identified on Lot 2 (441), Lot 3 (475 units) and 4 (420 units) will be brought forward in conjunction with the Detailed Development Permit for each future phase to secure the proposed rental units at that time.
- A Restrictive Covenant will also be registered requiring the applicant to pay all applicable Tier 2 CACs if the 1,336 additional rental units on Lots 2, 3 and 4, identified under Development Application 7924-0286-00, are not secured with a Housing Agreements in future phases.

### **CD Bylaw**

- The applicant proposes to rezone the subject site from Urban Residential Zone (R3), Multiple Residential 30 Zone (RM-30), Multiple Residential 70 Zone (RM-70) and Multiple Residential 135 Zone (RM-135) to Comprehensive Development Zone (CD).
- The table below provides an analysis of the development proposal in relation to the requirements of the Zoning Bylaw, including the Multiple Residential 135 Zone (RM-135) and Community Commercial Zone (C-8) that the proposed CD zone is based on.

Zoning	RM-135 and C-8 Zones	Proposed CD Zone
<b>Land Use:</b>	<p>The RM-135 Zone permits multiple unit residential buildings and ground-oriented multiple residential buildings.</p> <p>The C-8 Zone permits commercial uses including:</p> <ul style="list-style-type: none"> <li>• Retail stores</li> <li>• Personal service uses</li> <li>• General service uses</li> <li>• Beverage container return centres</li> <li>• Eating establishments;</li> <li>• Neighbourhood pubs</li> <li>• Liquor stores</li> <li>• Office uses</li> <li>• Parking facilities</li> <li>• Automotive service uses</li> <li>• Indoor recreational facilities</li> <li>• Entertainment uses</li> <li>• Assembly Halls</li> <li>• Community services</li> <li>• Child care facilities</li> <li>• Cultural uses</li> <li>• One caretaker unit</li> </ul>	<ul style="list-style-type: none"> <li>• Multiple unit residential buildings</li> <li>• Ground-oriented multiple residential buildings</li> <li>• Retail stores</li> <li>• Personal service uses</li> <li>• General service uses</li> <li>• Eating establishments</li> <li>• Neighbourhood pubs</li> <li>• Liquor stores</li> <li>• Office uses</li> <li>• Tourist accommodation</li> <li>• Indoor recreational facilities</li> <li>• Entertainment uses</li> <li>• Community services</li> <li>• Child care facilities</li> <li>• Cultural uses</li> </ul>
<b>FAR (Net Density):</b>	2.5	Overall net site density: 11.5 Lot 1: 11.0 Lot 2: 12.4 Lot 3: 11.2 Lot 4: 14.6
<b>Lot Coverage:</b>	33%	80%
<b>Building Setbacks:</b>	7.5 metres or 50% of the height of the building from all lot lines	Street fronting 4.0 m - 4.5 m Internal 2.0 m - 6.0 m *CD zone to specify breakdown
<b>Building Height:</b>	Not Applicable	Lot 1: 133 metres Lot 2: 145 metres Lot 3: 153 metres Lot 4: 133 metres
<b>Amenity Space</b>		
Indoor Amenity (physical space):	Lot 1: 850 sq.m	Lot 1: The proposed 728 m <sup>2</sup> does not meet the Zoning Bylaw requirement, and cash-in-lieu for the 122 m <sup>2</sup> shortfall will be required

Zoning	RM-135 and C-8 Zones	Proposed CD Zone
	Lot 2: 813 sq. m	Lot 2: The proposed 653 m <sup>2</sup> does not meet the Zoning Bylaw requirement, and cash-in-lieu for the 160 m <sup>2</sup> shortfall will be required
	Lot 3: 847 sq. m	Lot 3: The proposed 930 m <sup>2</sup> exceeds the Zoning Bylaw requirement
	Lot 4: 792 sq. m	Lot 4: The proposed 650 m <sup>2</sup> does not meet the Zoning Bylaw requirement, and cash-in-lieu for the 142 m <sup>2</sup> shortfall will be required
Outdoor Amenity:	Lot 1: 1,434 sq. m	Lot 1: The proposed 1,497 sq. m exceeds the Bylaw requirement
	Lot 2: 1,323 sq. m	Lot 2: The proposed 1,328 sq. m exceeds the Bylaw requirement
	Lot 3: 1,425 sq. m	Lot 3: The proposed 1,713 sq. m exceeds the Bylaw requirement
	Lot 4: 1,260 sq. m	Lot 4: The proposed 1,156 sq. m is short of the Zoning Bylaw requirement, but the overall shared site-wide outdoor amenity area provided exceeds the Bylaw requirement
<b>Parking (Part 5)</b>	<b>Required</b>	<b>Proposed</b>
<b>Number of Stalls</b>		
Commercial:	18	18
Restaurant:	34	34
Residential:	n/a	*surplus parking voluntarily provided for residential
Residential Visitor:	n/a	
Residential Accessible:	36	36
Total:	88	1,814*
<b>Bicycle Spaces</b>		
Residential Secure Parking:	726	1,200
Residential Visitor:	24	24

- The proposed floor area ratio (FAR) of the development is 11.5 net FAR (7.2 gross FAR), and the lot coverage is proposed to be 80%, which will exceed the maximum 2.5 FAR and 33% lot coverage permitted under the RM-135 Zone. Given the site's location in City Centre and proximity to public transit options, the proposed density is appropriate, and the proposed lot coverage is consistent with other similar high rise developments.
- The RM-135 Zone requires the setbacks to be 7.5 metres or a minimum of 50% of the building height, whichever is greater. The applicant is proposing reductions for all setbacks in the CD Bylaw. The reduction in building setbacks is supportable as they allow for a more urban and active engagement of the streets, which is desirable for the City Centre area and consistent with the City Centre Plan design guidelines as well as the Development Permit (Form and Character) design guidelines in the Official Community Plan.
- To support the applicant's goal of providing more attainable rental housing, Juliette balconies and wall openings are proposed for studio and smaller 1-bedroom units. The CD bylaw will include a provision to support a reduced minimum balcony requirement for these units.
- The proposed building height is consistent with other existing and proposed high rises in the area.

### **Streamside Variance**

- The applicant is requesting the following streamside variance:
  - to reduce the minimum setback distance for a Class A (red-coded) stream from 30 metres to a variable streamside setback area, with a minimum of 9.8 metres and a maximum of 26.8 metres distance from top of bank.

### Applicant's rationale:

- Retention of park land by the City is proposed for the site, integrating the creek into the development and creating a harmonious intersection of nature and city by feeding the creek with stormwater captured by buildings and filtered by rain gardens.
- A robust habitat offsetting and improvement plan is proposed, which includes reconstructing a portion of the historically hardened and channelized upper reach to a more natural alignment and morphology as well as creating a wetland bench to improve water quality for the heavily urbanized stream.
- The area will undergo an extensive rehabilitation and planting to provide the creek with long-term shading and detritus inputs. Water quality from the development will be passed through a series of on-site rain gardens and infiltration swales to ensure stormwater volume is controlled and quality is optimal. These habitat improvements will provide Bolivar Creek with an improved habitat condition and higher productivity in the long term than presently exists.

### Staff Comments:

- A reduced setback to Bolivar Creek is supported in order to allow for a development site that can accommodate building envelopes and densities that are reflective of the goals for an emerging City Centre.

- The Park lot (Lot 5) to be retained by the City has an area of approximately 7,150 square metres, and includes protection areas as well as park areas and trails.
- The proposed setbacks exceed the Riparian Areas Protection Regulation (RAPR) of 10 metres from high water mark through a varied setback.
- Staff believe that the proposed setbacks, along with significant habitat restoration from the existing site conditions and retention of park land by the City, balance both riparian protection and development potential of the site. Staff support the requested variance to proceed for consideration.

### **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. A fee update has been approved in April 2024, under Corporate Report No. R046; 2024.
- The proposed market rental units will be secured through a Housing Agreement and as such, the development proposal will not be subject to the Tier 1 or Tier 2 Capital Plan Project and Community Specific Capital Project CACs. The applicant will be required to register a Section 219 Restrictive Covenant, making the CACs payable if there is a future change in tenure from the market rental.

### **Affordable Housing Strategy**

- On April 9, 2018, Council approved the City's Affordable Housing Strategy (Corporate Report No. R066; 2018) requiring that all new rezoning applications for residential development contribute \$1,113.92 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.
- As a rental project, the subject proposal is exempt from this policy. The applicant will be required to register a Section 219 Restrictive Covenant, making the fees payable if there is a future change in tenure from the market rental to address the City's needs with respect to the City's Affordable Housing Strategy.

### **Public Art Policy**

- In accordance with the City's Public Art Policy, the Public Art contribution will not be required for the market rental portion of the proposal secured through a Housing Agreement. A Section 219 Restrictive Covenant will be required to be registered on title that states the Public Art contribution will be applicable and payable to the City if there is a future change in tenure from market rental units.
- The Public Art contribution will be required for the commercial portion of the proposal. The applicant will be required to provide public art, or register a Restrictive Covenant agreeing to

provide cash-in-lieu, at a 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. The applicant will be required to resolve this requirement prior to consideration of Final Adoption.

## PUBLIC ENGAGEMENT

- Pre-notification letters were sent on January 10, 2025, and the Development Proposal Signs were installed on January 14, 2025. Staff received written responses from three residents within the pre-notification area expressing opposition and outlining similar concerns, two written requests seeking additional information and three in support of the proposal with suggestions on what they would like to see in their neighbourhood. The comments provided by residents in response to the pre-notification are summarized below (*staff comments in italics*):

- General information pertaining to the proposed development.

*(Staff provided details on tower citing, heights and identified the properties included within the proposal.)*

- General support was provided with suggestions on what residents would like to see included in the proposal such as restaurants, retail and personal service uses. A public library as well as cultural venues were also mentioned.

*(Staff indicated there is a commercial component included in the mixed-use development and the suggestions would be passed along to the applicant.)*

- Concerns raised included increase in people moving into the area, impacted views of the park, size of buildings, parking, lower property values, traffic and noise.

*(The subject site is designated Mid to High Rise Residential and High Rise Residential – Type I in the City Centre Plan. The subject site is also located in Tier 1 of the Transit Oriented Area (TOA) allowing a minimum density of 5.0 FAR and 20 storeys in height. The TOA framework is an approach to urban development that focuses on creating denser and more complete communities around transit hubs.*

*The proposed towers are within the acceptable tower floorplate size and cited in accordance with the prescribed tower separation requirements in the City Centre Plan. The applicant strategically located the towers in order to complement the park and will provide public pathway connections around the future park land.*

*There are no longer residential dwelling unit parking requirements, except for accessible spaces, subsequent to provincial Bill 47 as this site is within a Transit Oriented Area.*

*A new section of 107A Avenue will be dedicated and constructed providing an additional vehicular, pedestrian and cycling route for the neighbourhood.)*

- Will there be a replacement of the Sunshine Housing Co-op currently located on the subject site?

*(The Sunshine Housing Co-op has been replaced in a newly constructed six-storey apartment building at the corner of 104 Avenue and 132 Street that includes 69 new dwelling units.)*

- Riparian area should not be filled and tree retention where possible.

*(The City will retain a 7,150-square metre Park lot (Lot 5) for park purposes inclusive of the streamside area. Trees within the Park lot will be retained where possible.)*

## DEVELOPMENT PERMITS

### Sensitive Ecosystems (Streamside) Development Permit Requirement

- The subject property falls within the Sensitive Ecosystems Development Permit Area (DPA) for Streamside Areas in the OCP, given the location of an existing Class A (red-coded) watercourse which flows north. The Sensitive Ecosystems (Streamside) Development Permit is required to protect aquatic and terrestrial ecosystems associated with streams from the impacts of development.
- In accordance with Part 7A Streamside Protection setbacks of the Zoning By-law, a Class A (red-coded) watercourse requires a minimum streamside setback of 30 metres, as measured from the top of bank. The proposed variable streamside setback area, with a minimum of 9.8 metres and a maximum of 26.8 metres distance from top of bank is less than the requirements outlined in the Zoning Bylaw.
- The riparian area, of approximately 7,150 square metres is proposed to be conveyed to the City as a lot for protection and parks purposes as a condition of rezoning approval in compliance with the OCP.
- An Ecosystem Development Plan, prepared by J. Alex Sartori, R.P. Bio., of ENKON Environmental Limited and dated February 5, 2025 was reviewed by staff and found to be generally acceptable, with some modifications to content and format of the report still required. The finalized report and recommendations will be incorporated into the Development Permit.

### Hazard Lands (Steep Slope) Development Permit Requirement

- The subject property falls within the Hazard Lands (Steep Slope) Development Permit Area (DPA) in the OCP, given that the site contains steep slopes in excess of a 20% gradient. The Hazard Land (Steep Slope) Development Permit is required to protect developments from hazardous conditions.
- Bolivar Creek, a Class A red-coded watercourse, traverses the site in a north-south direction bisecting the subject site.
- A geotechnical report, prepared by John Carter, P. Eng., of GeoPacific Consultants Ltd. and dated June 11, 2025, will be peer reviewed in advance of final adoption. The report was reviewed by staff and modifications to content of the report are still required. The finalized

geotechnical report will be incorporated into the Development Permit.

- The consultant has determined that the development is feasible provided that the recommendations in their report are incorporated into the overall design of the site to be outlined as part of the finalized report.
- Registration of a Section 219 Restrictive Covenant that requires the owner to develop the site in accordance with the conditions in the geotechnical report is required as a condition of final adoption.
- At Building Permit stage, the Building Division will require Letters of Assurance from a geotechnical engineer to ensure that the building plans comply with the recommendations in the approved geotechnical report.

### **Form and Character Development Permit Requirement**

- The proposed development is subject to and complies with the Development Permit OCP guidelines for Form and Character and the urban design guidelines in the Surrey City Centre Plan.
- The applicant is seeking a site-wide General Development Permit as part of the current application and will continue to refine the design of all four future phases of the development through subsequent Detailed Development Permit applications. The applicant continues to work with staff on an ongoing basis to resolve specific design-related concerns.
- The applicant has worked with staff to:
  - Refine tower location, tower separation and tower floor plates;
  - Develop pedestrian site circulation in relation to the proposed phases, amenity areas and publicly accessible plaza space; and
  - Locate the publicly accessible pathway system in order to provide the park land and related pathway system prior to the completion of the development phases.
- The applicant and staff will continue to work on the following items prior to issuance of the General Development Permit:
  - Further refinement of the proposed tower floor plates in each phase; and
  - Review of the proposed setbacks for building 3, school option.
- The applicant and staff will continue to work on the following items through the Detailed Development Permit review of the future phases:
  - Provide tower height variation between the different phases;
  - Further refinement of the public realm and landscape design, in particular further design development of the central community plaza space on Lots 2 and 3;
  - Design refinement of the tones, colour, and materials of the tower façades;
  - Further development of the interface between ground floor residential units and the proposed Park lot, corner setback plazas and public amenity spaces to create more intentionality in the design;
  - Further refinement of the location of indoor amenity space away from active street fronts;
  - Providing additional covered outdoor space for year-round use on the rooftops and along ground level CRUs, particularly for the restaurant patio for all season use; and

- General design refinements to address ADP and staff comments.
- This multi-phase, mixed-use development proposal is known as SCDC's "Gateway" project and includes two high rise mixed-use towers and two residential high rise towers (40, 40, 44 and 44 storeys), with 1,814 dwelling units and 865 square metres of ground floor commercial retail floor space and an overall gross FAR of 7.2 in close proximity to Gateway SkyTrain station.
- The subject site is proposed to be developed in four phases (Lots 1-4), with an additional Park lot (Lot 5) to be retained by the City at the centre of the site. Road dedication for a new east-west section of 107A Avenue, along the southern edge of the subject site, will provide a finer-grained road network for vehicles and cyclists and create a pedestrian-oriented environment along the northern edge of Whalley Athletic Park with a large public plaza space and commercial uses proposed.
- The design also provides north-south pedestrian connectivity from 108 Avenue to Whalley Athletic Park, while introducing new east-west pedestrian links and a pedestrian bridge within the Park lot. The multiple pathways create a network to connect both residents and non-residents to the proposed towers, park and other community destinations within the Gateway neighbourhood.
- With Bolivar Creek at the centre of the site, and Whalley Athletic Park to the south, the four towers are positioned along the edge of these green spaces ensuring each tower faces a park. The layout focuses on maximizing the separation between towers, enhancing privacy and openness through the development. As part of the future Detailed Development Permits for each phase, further refinement to the tower shapes and placement will enhance spacing between the towers.
- Ground floor commercial is proposed at the southeast corner of Tower 2 with a potential restaurant located adjacent the public plaza to activate the ground level and create a gathering space and community node. Ground floor commercial is also proposed along University Drive in Tower 4.
- The tower massing is designed to step back, resulting in a more slender, narrow tops to reduce the overall bulk of the towers and present more elegant, point-tower forms while minimizing the building's impact at street level, improving both sunlight penetration and airflow in the surrounding area.
- Terraced podiums are proposed to soften the building edges and provide interest and a human-scale experience for pedestrians at ground level.
- The detailed design and review of all phases will be the subject of future Detailed Development Permits to guide the phase-specific designs.

#### Tower 3 Podium Alternative Programming - Urban School

- As an alternative program for Gateway's Tower 3, SCDC has been in discussions with the Surrey School District to possibly integrate an elementary school within the podium of Tower 3. Preliminary studies indicate the school could be accommodated across three levels and would serve approximately 655 students. The program would also include a Neighbourhood Learning Centre, featuring an Indigenous Learning Hub and spaces for before and after school

care. In addition to the school, a childcare facility is proposed to serve two age cohorts.

- Incorporating the school into the podium would require modifications to the building footprint, internal building setbacks and overall height. To maintain the originally envisioned residential density on Lot 3, the tower height may increase to approximately 50 storeys with residential units beginning at Level 5. The detailed design would be reviewed through a subsequent Detailed Development Permit application.

### Landscaping

- As the applicant is seeking a General Development Permit, the proposed landscaping concept is well resolved, but planting details will evolve and be specified through subsequent Detailed Development Permits.
- The planting strategy aims to reinforce the creek as the character defining feature of the overall landscape. All open spaces, new rainwater feature zones, park and shared amenity spaces will demonstrate the creek's presence.
- Each building also includes outdoor terraces on podium levels with additional rooftop plantings and views overlooking green roofs, Bolivar creek and the surrounding neighbourhood.

### Indoor Amenity

- Per the Indoor Amenity Space requirements of the Zoning By-law No. 12000, high rise towers that are 25 storeys or higher must provide three square metres of indoor amenity space per dwelling unit up to 557 square metres per tower, which equates to 186 units, plus one square metre per dwelling unit above 557 square metres.
- Based upon the City's Zoning Bylaw requirement, the proposed development must provide a total of 3,302 square metres of indoor amenity space for the proposed 1,814 residential units, (there are no micro or lock-off units proposed). Of that amount, a total of 1,488 square metres must be provided as physical space on site (372 square metres per building), and the remainder can be provided through a cash-in-lieu contribution.
- The applicant is proposing 2,961 square metres of physical indoor amenity space located throughout the development, which is below the total indoor amenity space to serve the residents of the 1,814 units.
- The applicant will be required to pay cash-in-lieu for the shortfall of 341 square metres of indoor amenity space prior to final adoption.

- The design of the indoor amenity areas within the buildings is highly conceptual at this stage. The exact location and programming of the indoor amenity spaces will be confirmed through the future Detailed Development Permits.

### Outdoor Amenity

- Based upon the City's Zoning Bylaw requirement of three square metres per dwelling unit of outdoor amenity space, a total of 5,442 square metres of outdoor amenity space is required for the proposed development.
- The applicant is proposing 5,695 square metres of outdoor amenity space throughout the development, which exceeds the total outdoor amenity space required to serve the residents of the 1,814 units.
- The outdoor amenity spaces on this site are unique and include numerous private and publicly accessible spaces. Outdoor amenity spaces are proposed on podium levels of all four residential towers, adjoining the indoor amenity areas. The spaces include a wide range of activities and entertaining areas off the amenity room including outdoor living rooms with lounge seating and outdoor dining and kitchen area.
- A 192-square metre publicly accessible corner plaza is proposed on Lot 4, at the intersection of University Avenue and 107A Street, featuring planting and seating areas.
- A large plaza space is also proposed to front 107A Avenue across Lot 2 and 3 that will focus on the connection to the park land.
- In addition to the on-site outdoor amenity area, 2,920 square metres of publicly accessible park (outside of the SPEA) is proposed at the centre of the site as part of Lot 5. The park provides for a wide range of programmable space, including an open lawn area, a seating area, a plaza, rain gardens and planting areas.

### **TREES**

- Dean Bernasch, ISA Certified Arborist of Diamond Head prepared an Arborist Assessment for the subject site. Table 1 below provides a summary of the proposed tree retention and removal. A detailed list of the proposed tree retention and removal by tree species can be found in (Appendix IV).
- All trees identified for removal, retention and/or replacement are subject to change prior to final approval of the arborist report.

**Table 1: Summary of Proposed Onsite Tree Preservation by Tree Species:**

	Existing	Remove	Retain
Alder/Cottonwood (outside riparian area)	11	11	0
Alder/Cottonwood (within riparian area)	18	7	11
Deciduous Trees	63	43	20
Coniferous Trees	99	72	27
<b>Onsite Tree Totals</b>	<b>191</b>	<b>133</b>	<b>58</b>
<b>Onsite Replacement Trees Proposed</b>	<b>210</b>		
<b>Total Onsite Retained and Replacement Trees</b>	<b>268</b>		

- The Arborist Assessment states that there are a total of 191 bylaw protected trees on the site. Additionally, there are 19 bylaw protected offsite trees and 71 bylaw protected City trees within proximity of the proposed development. The applicant proposes to retain 58 onsite trees as part of this development proposal, of this 56 are to be retained within the park and riparian area that will be retained by the City (Lot 5). The proposed tree retention was assessed taking into consideration the location of services, building footprints, road dedication and proposed lot grading.
- A detailed planting plan prepared by a Registered Professional Biologist (R.P. Bio.) and an associated P-15/restoration agreement are required for the monitoring and maintenance of the proposed trees to be planted in the park area (Lot 5).
- For those trees that cannot be retained, the applicant will be required to plant trees on a 1 to 1 replacement ratio for Alder and Cottonwood trees, and a 2 to 1 replacement ratio for all other trees, including those Alder and Cottonwood trees that are within a streamside protection area. This will require a proposed total of 255 replacement trees on the site. With the proposed deficit of 45 replacement trees, an estimated cash-in-lieu payment of \$30,250 to the Green City Program will be required in accordance with the City's Tree Protection By-law.
- In addition to the replacement trees, boulevard street trees will be planted on 133 Street, 108 Avenue, University Drive and 107A Avenue. Details will be determined by the Engineering Department during the servicing design review process.
- In summary, a total of 268 trees are proposed to be retained or replaced on the site with an estimated contribution of \$30,250 to the Green City Program.

## CITY ENERGY

- The subject site is located within Service Area A, as defined in the "City Centre District Energy System By-law" (see Appendix X for location). The District Energy System consists of three primary components:
  - community energy centres, City-operated facilities that generate thermal energy for distribution through a piped hot water network;
  - distribution piping that links the community energy centres with buildings connected to the system; and

- City-owned energy transfer stations (ETS) located within the building connected to the system. The ETS transfers heat energy from the distribution system to the building's mechanical system, and is used to meter the amount of energy used.
- All new developments within Service Area A with a build-out density equal to or greater than a floor area ratio (FAR) of 1.0 will be required to provide hydronic thermal energy systems in support of the City's District Energy (DE) system including domestic hot water, make-up air units and in-suite hydronic space heating. The City is committed to having the DE system operational within the timeframe of this project. Therefore, the subject application will be required to connect to the City's DE system prior to occupancy.
- In order to avoid conflicts between the District Energy System and other utilities, the location of the ETS and related service connections are confirmed by Engineering and the applicant at the servicing agreement stage. The Engineering Department also requires the applicant to register a statutory right-of-way and Section 219 Restrictive Covenant over the subject site for the following purposes:
  - City access to, and maintenance and operation of, the ETS within the building and any infrastructure between the building and the property line; and
  - to prevent conflicts with other utilities.
- Prior to the issuance of a building permit, the Engineering Department will confirm that the applicant has met the requirements of the "City Centre District Energy System By-law".

## INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I.	Survey Plan, Proposed Subdivision Layout, Site Plan, Building Elevations, Landscape Plans and Perspective
Appendix II.	Engineering Summary
Appendix III.	School District Comments
Appendix IV.	Summary of Tree Survey, Tree Preservation and Tree Plans
Appendix V.	City Centre Plan Amendment
Appendix VI.	OCP Redesignation Map
Appendix VII.	Development Variance Permit No. 7924-0286-00
Appendix VIII.	ADP Comments and Response
Appendix IX.	Proposed Housing Agreement
Appendix X.	District Energy Map

**NOTE: Appendices are not included and are available upon request.**

*approved by Chris McBeath*

Ron Gill  
General Manager  
Planning and Development

JM/ar