



**City of Richmond**  
Planning and Development Department

**Report to Committee**

**To:** Planning Committee

**To Planning - Feb 19, 2008**

**Date:** January 7, 2008

**From:** Brian J. Jackson, MCIP  
Director of Development

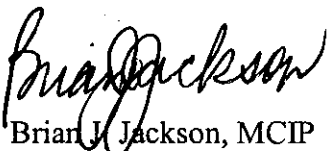
RZ 06-322803

**File:** 8060-20-8327/8316

**Re:** Application by Iredale Group Architecture for Rezoning at 6760, 6780, 6800, 6820 Cooney Road, 8371, 8411 Anderson Road and 6771, 6811, 6831 Eckersley Road from Single-Family Housing District, Subdivision Area E (R1/E) to Comprehensive Development District (CD/195)

**Staff Recommendation**

1. That Bylaw No. 8327, to amend the Richmond Zoning and Development Bylaw 5300 Division 100 and 200 to include terms and provisions in accordance with the Richmond Affordable Housing Strategy, be introduced and given first reading; and
2. That Bylaw No. 8316, to create "Comprehensive Development District (CD/195)" and for the rezoning of 6760, 6780, 6800, 6820 Cooney Road, 8371, 8411 Anderson Road, and 6771, 6811, 6831 Eckersley Road from "Single-Family Housing District, Subdivision Area E (R1/E)" to "Comprehensive Development District (CD/195)", be introduced and given first reading.



Brian J. Jackson, MCIP  
Director of Development

DN:blg

Att.

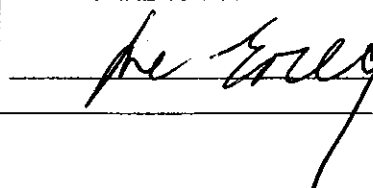
**FOR ORIGINATING DEPARTMENT USE ONLY**

**ROUTED TO:**

**CONCURRENCE**

**CONCURRENCE OF GENERAL MANAGER**

Real Estate Services..... Y ☒ N ☐



## Staff Report

### Origin

Iredale Group Architecture has applied to the City of Richmond to rezone 6760, 6780, 6800, 6820 Cooney Road, 8371, 8411 Anderson Road, and 6771, 6811, 6831 Eckersley Road (**Attachment 1**) from “Single-Family Housing District, Subdivision Area E (R1/E)” to “Comprehensive Development District (CD/195)” to permit development of a multifamily residential complex consisting of 211 units (170 market apartment units, 35 rental apartment units, and 6 townhouse units) and associated amenity space over two (2) levels of parking (**Attachment 2**).

### Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (**Attachment 3**).

### Surrounding Development

- To the North: Existing single-family dwellings zoned “Single-Family Housing District, Subdivision Area E (R1/E)”;
- To the East (across Eckersley Road): Existing single-family dwellings zoned “Single-Family Housing District, Subdivision Area E (R1/E)” that are under application for redevelopment. A development application is in-stream at 6860 Eckersley Road (RZ 06-342074/DP 06-352760) to develop 16 three-storey townhouse units connected by a common outdoor courtyard located at the second level. The rezoning has third reading and the Development Permit Panel supports the application to proceed. 6780/6760 Eckersley Road and 8500 Park Road are included in a recently submitted development application (RZ 07-397063) to rezone a larger consolidation that proposes to develop approximately 290 multi-family dwelling units;
- To the South (across Anderson Road): A recently completed development application at 8400 Anderson Road to permit construction of a four-storey residential apartment containing approximately 43 units over a parking level (RZ 04-272735/DP 05-312751); and
- To the West: Cooney Road and established townhouses zoned “Townhouse District (R2) and Land Use Contract 102”.

### Related Policies & Studies

#### Official Community Plan (OCP)

The subject site is designated “Neighbourhood Residential” in the Official Community Plan (OCP). The proposed land use is consistent with those permitted by the designation.

City Centre Area Plan (CCAP)

The subject site is designated “Residential” in the City Centre Area Plan (CCAP), which permits a variety of housing types, including multiple family development, and local commercial use.

The CCAP Update Study is currently in process. Although the application was submitted at the time the CCAP Update review process was being initiated, the proposal is responsive to the objectives of the CCAP Update Study.

The subject site is located within an area identified as Medium Density (T4 General Urban Zone) in the updated Land Use and Density Plan, which permits a mixed-use primarily residential urban fabric consisting of a range of building types that facilitate a transition between the City Centre’s lower and higher density zones (between 1.2 – 2.0 Floor Area Ratio) (**Attachment 4**).

The west side of Cooney Road is an area identified as High Density (T5 Urban Centre Zone) and is associated with mixed-use buildings that incorporate business/office, shopping, hospitality, entertainment, civic use, education, recreation, and cultural uses in association with urban residential uses in buildings located close to the street (between 2.0 – 3.0 FAR).

The development proposal includes three (3) different building types, which are sited with consideration of adjacencies and context, and a density that responds to the site’s location and the priorities of the Richmond Interim Affordable Housing Strategy.

Affordable Housing (Interim Strategy/Strategy)

The development proposal was received before the Richmond Affordable Housing Strategy-Interim Strategy, which was subsequently updated by its successor, the Richmond Affordable Housing Strategy.

*Process Timeline*

- 6 January 2006 Rezoning application submitted to the City
- 24 July 2006 Richmond Affordable Housing Strategy-Interim Strategy adopted by Council
- 28 May 2007 Richmond Affordable Housing Strategy adopted by Council

The six storey building (the Opal) proposed on-site will consist entirely of rental dwelling units, of which 37% will restrict the maximum permitted rent in accordance with the Richmond Affordable Housing Strategy-Interim Strategy. The interim strategy identifies \$37,700 as the maximum annual household income threshold for low end of market rental units, which corresponds to a monthly maximum rent of no greater than \$943/monthly. The Affordable Housing Strategy-Interim Strategy referenced only a maximum household income and corresponding rental rate; it did not specify a rental rate associated with unit size.

The following table provides a summary of the development proposal’s response to the Affordable Housing Strategy-Interim Strategy.

*Unit Type Classification*

<b>total units on-site</b>	<b>rental units on-site</b>	
211	35	
	<b>low end of market rental</b>	<b>market rental</b>
	13 (12 one-bedroom units, 1 two-bedroom unit)	22 (18 one-bedroom units, 4 two-bedroom units)

To secure these units, the applicant will enter into a Housing Agreement for the rental units proposed on-site prior to final adoption of the rezoning bylaw. In order to enter into a Housing Agreement, the Local Government Act, Section 905 requires enactment of a bylaw by the City. A report will be drafted by Real Estate Services, with a bylaw and associated Housing Agreement attached. To secure the low end of market rental and market rental units, the following terms will be articulated in the Housing Agreement.

*Housing Agreement Terms*

<b>low end of market rental units</b>	<b>market rental units</b>
maximum rental rate defined (\$943/monthly)	market rental rate
one owner for the block of units	units may be individually owned; however, a unit may not be owner occupied
25 year agreement term from the date of strata title registration	25 year agreement term from the date of strata title registration
rental units are to be constructed in advance of any units on-site being occupied	rental units are to be constructed in advance of any units on-site being occupied

A separate covenant is required as a condition of final adoption to ensure the occupants of the rental units enjoy full and unlimited access and use of the indoor amenity space provided on-site.

The rental dwelling units proposed on-site are in response to the Richmond Affordable Housing Strategy-Interim Strategy's identification of the need for rental housing within the city. Prior to redevelopment, the site consisted of nine (9) single family dwellings; the proposal would result in a gain of thirteen (13) units secured as low end of market rental housing, in addition to 22 market rental units.

*Implementation Zoning and Development Bylaw Amendment (Bylaw 8327)*

Bylaw 8327, which is attached to this report, proposes amendments to the Zoning and Development Bylaw in accordance with the Richmond Affordable Housing Strategy. The bylaw includes associated definitions, a subsection outlining the dispersal of funds, and a sample Housing Agreement template.

The income levels referenced in the template have been adjusted in accordance with a Report to Planning Committee from Andrew Nazareth, General Manager Business and Financial Services, "Housing Agreement Amendment: Income Thresholds" dated January 29, 2008.



In accordance with the city's Flood Management Strategy, the applicant is required to register a Flood Indemnification Covenant on title referencing the minimum habitable elevation for the area, which is 0.9 m (geodetic).

#### OCP Aircraft Noise Sensitive Development (ANSND) Policy

The subject site is located south of Westminster Highway in an area that permits consideration of all aircraft noise sensitive land use types (**Attachment 5**). However, as the site is affected by Airport Noise Contours, the development is required to register a covenant prior to final adoption of the rezoning bylaw.

#### **Consultation**

This rezoning application complies with the Official Community Plan (OCP) and the City Centre Area Plan (CCAP) Update. The statutory Public Hearing will provide area residents, businesses and property owners with opportunity to comment on the application. No additional consultation with external agencies, organizations and authorities, including School District No. 38 is required specific to development of the subject site.

#### **Public Input**

The applicant hosted a public meeting early in the review process on March 7, 2006, which was attended by the project proponent and associated consultants. An earlier development scheme was presented, which proposed a mixture of 27 townhouses and 207 apartment units within two (2) 16-storey residential towers. The development proposal has since been amended and the associated density reduced.

Documentation provided to staff indicates that two individuals from the neighbourhood attended the meeting and a phone call was received prior to the meeting (**Attachment 6**). One resident provided a favourable review of the development proposal. Another resident expressed concern related to densification of the neighbourhood generally and the need to ensure that the neighbourhood has a sufficient number of fire hydrants. The telephone caller was interested in whether the applicant was aware of any intentions to develop the nearby Park Place cul-de-sac.

A letter was received by staff referencing a series of development applications in process within the area bounded by Anderson Road, Cooney Road, Cook Road, and Eckersley Road (**Attachment 7**). The authors expressed concern regarding redevelopment of the area from a single-family neighbourhood to an urban residential area providing a variety of housing options.

***Development of the subject area complies with the intention of the CCAP Update Study, which has been undertaken according to an extensive public consultation process. The CCAP Update process is committed to achieving a liveable balance within the City Centre of population growth, provision of jobs and employment, infrastructure, diversity of land use, services, amenities and parks.***

***The subject development was forwarded to the Fire Department for review and comment; no concerns were expressed.***

*At the time of the inquiry, there were no serious development inquiries into the redevelopment potential of the Park Place cul-de-sac. An application has since been received to rezone the site for multiple family development (RZ 07-397063). This application is in the early stages of review by staff. A separate report to Planning Committee regarding this proposal will be forwarded upon completion of the staff review.*

### **Staff Comments**

No significant concerns have been identified through the technical review.

### **Analysis**

#### Background

- The applicant proposes to develop 211 units (170 market apartment units, 35 rental apartment units [13 low end of market rental units and 22 market rental units], and 6 townhouse units) and associated indoor amenity space over two levels of parking providing 303 parking stalls (**Attachment 2**).
- The proposed development includes on-site provision of both indoor and outdoor amenity space (which will be shared by all residents), 4 accessible units (two on the first level of both the Jade and the Emerald buildings), compliance with the Richmond Affordable Housing Strategy-Interim Strategy, and a mixture of unit types.
- Three (3) building typologies are proposed on-site including an 11-storey and 15-storey residential tower, a mid-rise apartment, and two-storey townhouses, which supports the CCAP Update Study's intention of providing a variety of housing types. The design challenges associated with development of the site are primarily associated with development upon two (2) levels of parking. Ongoing resolution of the design challenges will be undertaken in association with the Development Permit (DP 07-374744). Effort to integrate the development with the street frontage has been undertaken by breaking up the building façade with a series of terraced landscaped walls, providing access to building lobbies at street level or via a moderate number of risers, interrupting the terraced landscaped retaining walls with individual staircases to the townhouse units, and varying building materials.

#### Proposed Density

- The subject site is within the City Centre and is within immediate proximity of the High-Density designated area, which commences on the west side of Cooney Road (**Attachment 4**).
- The CCAP Update Study recommends a density of 1.2 to 2.0 Floor Area Ratio (FAR) within the T4 General Urban Zone. However, the CCAP Update Study notes that site-specific conditions are to be considered to determine suitable building form and density. Similarly, the Richmond Affordable Housing Strategy includes consideration for increasing density.
- The subject site is the largest consolidation to date within the T4 General Urban Zone designation and is located adjacent to the eastern boundary of the T5 Urban Centre Zone designation, which permits the greatest density within the city (2.0 – 3.0 FAR).
- The intention of the T4 General Urban Zone is to introduce low and mid-rise street-oriented urban residential uses on medium sized blocks. The designation also includes provisions for limited high-rise apartment buildings.

- The applicant proposes a significant public benefit in the form of 22 market rental and 13 low end of market rental units in response to the Richmond Affordable Housing Strategy-Interim Strategy and the Richmond Affordable Housing Strategy, despite initiating the application in advance of either strategy being adopted. To ensure these units are used as intended, a Housing Agreement is required and will include the terms articulated earlier in this report.
- The proposed density is 2.0 FAR, with an additional 0.3 FAR permitted conditional to the owner entering into a Housing Agreement (registered in the Land Title Office) with the City to secure 35 affordable housing units. The rental element of the development proposal accounts for the increase in density.
- In this case, based on the size of the proposed site consolidation, the site's location at the delineation between the T4 and T5 designated areas, and the public benefit associated with the rental housing component of the project, staff support the density proposed.
- The siting of the buildings has been undertaken with consideration of the adjacencies and context. The 15-storey building (The Emerald), consisting of 101 residential units (34 one-bedroom, 63 two-bedroom, and 4 three-bedroom units) is located at the southwest corner of the site, and is oriented to interface with Cooney Road and Anderson Road to minimize overlook concerns, and to interface directly with the higher density T5 Urban Core Zone on the west side of Cooney Road.
- The 11-storey building (The Jade), consisting of 69 residential units (22 one-bedroom, 43 two-bedroom, and 4 three-bedroom units) is located within proximity of the northwest portion of the site, adjacent to Cooney Road. The division between the T4 General Urban Zone and T5 Urban Core Zone is Cooney Road. It is anticipated that the development along the west side of Cooney Road will maximize the supported density (2.0-3.0 FAR) and height (45 m); the proposed 11 storey residential building is intended to facilitate a transition in height and density east of Cooney Road.
- The 6-storey building (The Opal), consisting of 35 rental units, facilitates transition between both the high density development typology of the nearby T5 Urban Core Zone, and the height of the buildings proposed on the west side of the site, and the proposed 3-storey townhouses and 4-storey on parking developments proposed on the east side of Eckersley Road.
- The six (6) townhouse units (three (3) along the Anderson Road frontage and three (3) along the Cooney Road frontage) are intended to break up the massing of the terraced landscape walls along the perimeter of the site and to reference lower density development within the area.
- The juxtaposition of the site's location within the City Centre, the evolving urban character of the immediate adjacencies, and effort to incorporate a substantial block of rental units on the site informed the site's development.

#### Future Adjacent Development

- Park Road is intended to be connected between Cooney Road and Eckersley Road. Although the connection will not be established as a result of the subject development, the applicant will be accountable for a percentage of the acquisition, design and construction costs associated with road expansion. A catchment area benefiting from the road expansion has been identified by Engineering Transportation; the project proponent is responsible for 29.6 % of the costs of road expansion based on the area of the site within the total catchment district.
- The applicant has provided a conceptual development scheme for the future development of the adjacent northern properties (6740 Cooney Road, 6731 and 6751 Eckersley Road), which will be located immediately south of the Park Road expansion. The concept demonstrates

potential for development consisting of a combination of row houses and an apartment building fronting the future expansion of Park Road that achieves a density of approximately 2.0 FAR.

- The terraced landscaped northern edge of the subject site and building setbacks are intended to minimize the impact on the adjacent northern parcels.

#### Proposed Comprehensive Development (CD/195) Bylaw

- The proposed Comprehensive Development (CD/195) Bylaw is a tailored version of a high density residential zone customized to respond to the land use and density envisioned by the City Centre Area Plan Update for the area.
- The density permitted on the site responds to both the 2.0 FAR maximum identified by the City Centre Area Plan Update and the City's commitment to the provision of affordable housing within the city. The maximum density for the market residential component of the site is 2.0 FAR. An additional 0.30 FAR is permitted conditional to the owner entering into a Housing Agreement with the City to secure 35 rental housing units according to the terms articulated earlier in this report.
- As well, 0.1 FAR may be excluded from the total density calculation provided the space is used exclusively for the provision of amenity space.
- The building setbacks are cognisant of the adjacent context. The Eckersley Road setback is reflective of redevelopment within the area. The ultimate conversion of Anderson Road to an emergency access, subsequent to the connection of Park Road between Cooney Road and Eckersley Road, will result in the perception of a substantially greater setback. The Cooney Road setback is reflective of the higher density T5 Urban Centre Zone designation of the west side of Cooney Road and the development typology anticipated with the area. The bylaw includes provisions for a reduced setback for the parking structure provided it is appropriately treated with a combination of architectural features and landscaping.

#### Tree Preservation

- The applicant has submitted an Arborist Report and associated tree plans (**Attachment 8**). The report was undertaken according to the original Tree Protection Bylaw, which identified 10 cm diameter trees as permit-sized. Review of the report was undertaken applying the updated criteria, which designates 20 cm diameter trees as permit-sized.

#### *Tree Review Synopsis*

<b>tree location</b>	<b># of trees</b>	<b>retention/removal</b>	<b>compensation</b>
City property	18	Removal as a result of required changes to the property line, servicing, and boulevard improvements	Payment to the Parks Department at the required 2:1 ratio.
On-site	88	Removal as a result of the building form proposed, which is residential units above two (2) levels of parking, resulting in trees within the building envelop. Relocation is not supported based on the condition of the trees.	Replacement planting at a ratio of 2:1 for the removal of on-site trees in accordance with the Official Community Plan (OCP).
Adjacent properties	3	Removal of Lawson Cypress at 6751 Eckersley Road, Cherry tree	Replacement planting on the subject site at a ratio of 2:1 for the removal

		at 6740 Cooney Road, and Douglas Fir at 6751 Eckersley Road.	of trees on adjacent properties. Rezoning bylaw adoption is subject to the applicant substantiating concurrence from the adjacent property owners for the removal of the trees.
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- Landscaping details, demonstrating the introduction of a minimum of 182 trees on-site in accordance with the 2:1 replacement requirement, will be further evaluated and a landscaping letter of credit will be secured in association with the Development Permit (DP 07-374744).
- If the required number of replacement trees cannot be accommodated on the site, the application will provide a cash-in-lieu contribution or be required to plan replacement trees on City-owned property in an alternate location.

#### Parking

- The subject site is located within 800 m (2,625 ft.) or within a 10-minute walk of the downtown core. It is within close proximity of the future Canada Line Station (Saba Station), existing transit service, and amenities, which support increased use of transit, walking and cycling. To further promote the use of alternative modes of transportation, secured bicycle parking is provided within both high-rise buildings and within the mid-rise building.
- As a result of the cumulative impact of the site's proximity to transit service and amenities, the inclusion of Transportation Demand Management (TDM) strategy on-site, and recommendations in the Transportation Report submitted to the City by the applicant's Transportation consultant, Engineering Transportation supports reducing the parking ratio requirements.
- Provision of off-street parking at a rate of 1.2 spaces per unit is supported. Further, those units secured as low end of market rental units by a Housing Agreement may provide 1.0 space per unit.
- Tandem parking is supported conditional to the assignment of both spaces to a single dwelling unit.
- The bylaw permits 30% of required stalls to be small car stalls; Eighty five (85) small car parking stalls are proposed on site, which complies with the maximum permitted by the bylaw.
- Three SU-9 loading spaces are accommodated on-site.
- A total of 43 visitor and 294 resident off-street parking stalls are required on-site; the proposal complies with these requirements.

#### Road Dedications, Transportation and Upgrades

- The sub-area road network plan for this neighbourhood indicates continuation of Park Road between Cooney Road and Eckersley Road. Engineering Transportation has established a catchment area that benefits from the linkage. Those within the catchment will be proportionally responsible for the acquisition and construction costs. Based on this assessment, the subject development's percentage of responsibility is 29.6% and is a condition of rezoning bylaw adoption. Although not exclusively associated with the subject development application, Anderson Road will be converted to an emergency access only at the time the Park Road extension is complete.

- Road dedication is required along the full length of Cooney Road (including a 4 m width at Anderson Road, tapering to 2.4 m at the north edge of 6760 Cooney Road). Road dedication also includes a 4 m x 4 m corner cut at the intersection of Anderson Road and Eckersley Road.

#### Servicing Capacity and Upgrades

- Analysis for storm and sanitary is not required. The developer must contribute \$260,000 and \$122,492 respectively toward storm and sanitary upgrades within the Cook and Cooney drainage and sanitary area as required by Engineering Planning.
- The existing storm sewer along the site frontage must be upgraded to a minimum 600 mm by the developer as per City requirements and any existing open ditches are to be filled.
- The existing sanitary sewer, which currently runs north-south through the centre of the site, is to be relocated and the existing Right of Way discharged.
- Design and construction of a new gravity sanitary sewer system along the Cooney Road and Eckersley Road frontages is required, as well as registration of an associated Right of Way. The details are provided in **Appendix 7**, Considerations of Rezoning. Provisions to ensure uninterrupted services to northern properties is a required consideration of the proposal.
- The current water pressure is below the minimum requirement on all three frontages. Replacement of the existing watermain on Cooney Road, Anderson Road and Eckersley Road is required as described in **Attachment 9**, Considerations of Rezoning.

#### Amenity Space

- The proponent proposes indoor and outdoor amenity space in compliance with the Official Community Plan (OCP).
- 475 m<sup>2</sup> (5,112.9 ft<sup>2</sup>) of indoor amenity space is proposed, which includes a lap pool and associated hot tub, a fitness center, change rooms, meeting room with partition option and kitchen facilities, and a manager's office space. A covenant to secure this space for the use of all residents of the development is a requirement of rezoning.
- A centrally located outdoor space, located above the parking podium provides outdoor amenity space. Landscaping and programming details will be provided in association with the Development Permit (DP 07-374744)

#### Proposed Development Permit (DP 07-374744)

- The Development Permit review process is in progress. Based on comments from staff and the Advisory Design Panel's review of the preliminary submission, the applicant has undertaken modifications to the development proposal including: redesign of roof elements in response to massing concerns, introduction of fenestration and terraced landscaping to the parking podium elevations to develop the interface with the street frontages, removal of a walkway proposed along the northern property line, redesign of staircases leading to the outdoor amenity level and to the individual townhouse units to improve the relationship with the street frontage, reduction in the total number of storeys proposed in both the Jade and Emerald buildings, and further attention to lot grading details.
- In association with the Development Permit (DP 07-374744), the following design details are to be further addressed:
  - develop integration between the tower buildings and the townhouse and rental building;

- update the parking elevations to ensure the number of parking stalls provided does not exceed the minimum required on-site to permit the structure to be further setback from the property line;
  - maximize opportunity to drape landscaping elements over the podium and the series of retaining walls;
  - demonstrate accessibility to the outdoor and indoor amenity space;
  - continue development of connectivity between the podium level and the street frontage;
  - reduce the width of the drive aisle access to the site via Eckersley Road that is currently at the top threshold referenced in the design guidelines at approximately 13 m (44 ft.) in width;
  - update elevations that currently show enclosed patio spaces;
  - consider a narrower tower floor plate;
  - further design development of the angular diversity at the ground level façade;
  - incorporate more transparency at the main level of the buildings particularly the area adjacent to the lobby and the bike storage space;
  - resubmit for review by the Advisory Design Panel and respond to Panel comments;
  - substantiate that the sustainability features proposed can be achieved;
  - substantiate whether the development will be constructed in phases; and
  - demonstrate that garbage and recycling facilities comply with City requirements.
- Submission of an acceptable landscape plan demonstrating tree replacement at a 2:1 ratio is required.

#### Sustainability

- The applicant is investigating the introduction of a Geo-exchange system. The applicant is in the process of investigating feasibility; however, a supplier has not yet been secured.
- In anticipation of hydropower vehicles entering the mainstream market, parking stalls are provided with access to individual electrical outlets.

#### Public Art


- The applicant will participate in the public art initiative by working with the City Public Art Planner to develop a program to be introduced on-site or adjacent to the site. The contribution value based on proposed floor area is \$101,093.

#### **Financial Impact or Economic Impact**

No financial or economic impact is anticipated as a result of the proposed development.

**Conclusion**

While this application was received before Council approval of either the Richmond Affordable Housing Strategy-Interim Strategy or the Richmond Affordable Housing Strategy, rezoning of the site provides an opportunity to introduce a range of housing options, including 35 rental units, into the City Centre in accordance with both the Interim Strategy and the Strategy, and the City Centre Area Plan Study. On this basis, the proposed density and land use is supportable.



Diana Nikolic, MCIP  
*Planner II (Urban Design)*  
(Local 4040)

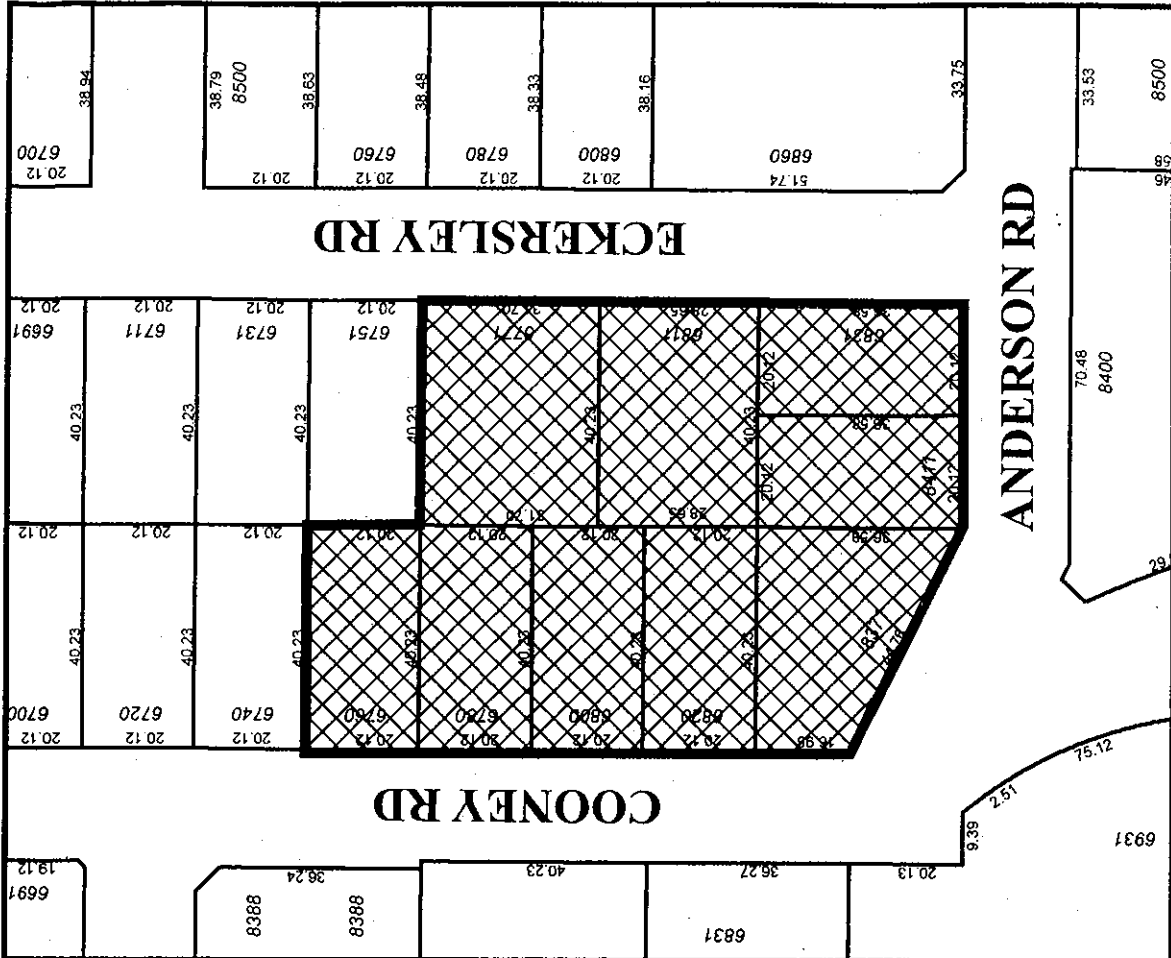
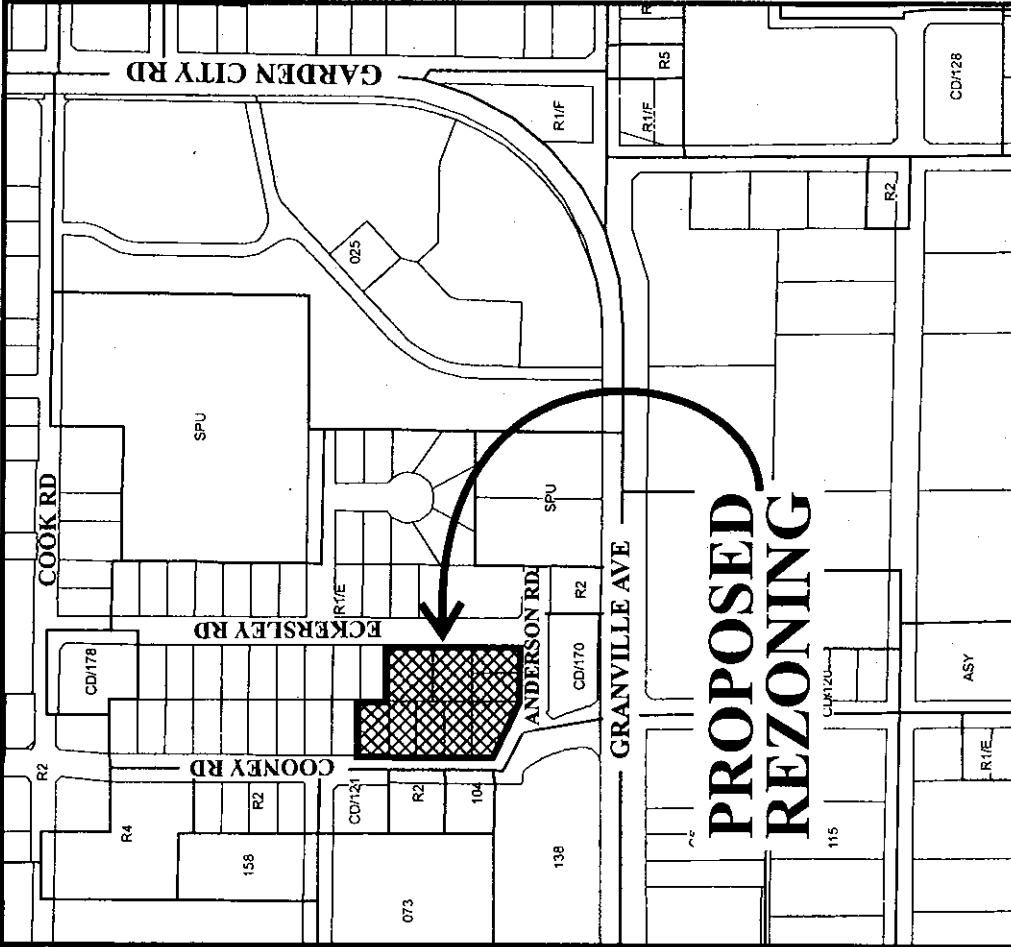
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- Attachment 1: Location Map
- Attachment 2: Conceptual Development Plans
- Attachment 3: Development Application Data Sheet
- Attachment 4: City Centre Area Plan Update Land Use and Density Plan
- Attachment 5: Aircraft Noise Sensitive Development Location Map
- Attachment 6: Public Information Meeting Synopsis (provided by the project proponent)
- Attachment 7: Letter of Concern from Resident
- Attachment 8: Arborist Report (March 21, 2006 and February 2, 2006)
- Attachment 9: Conditional Rezoning Requirements Concurrence





# City of Richmond



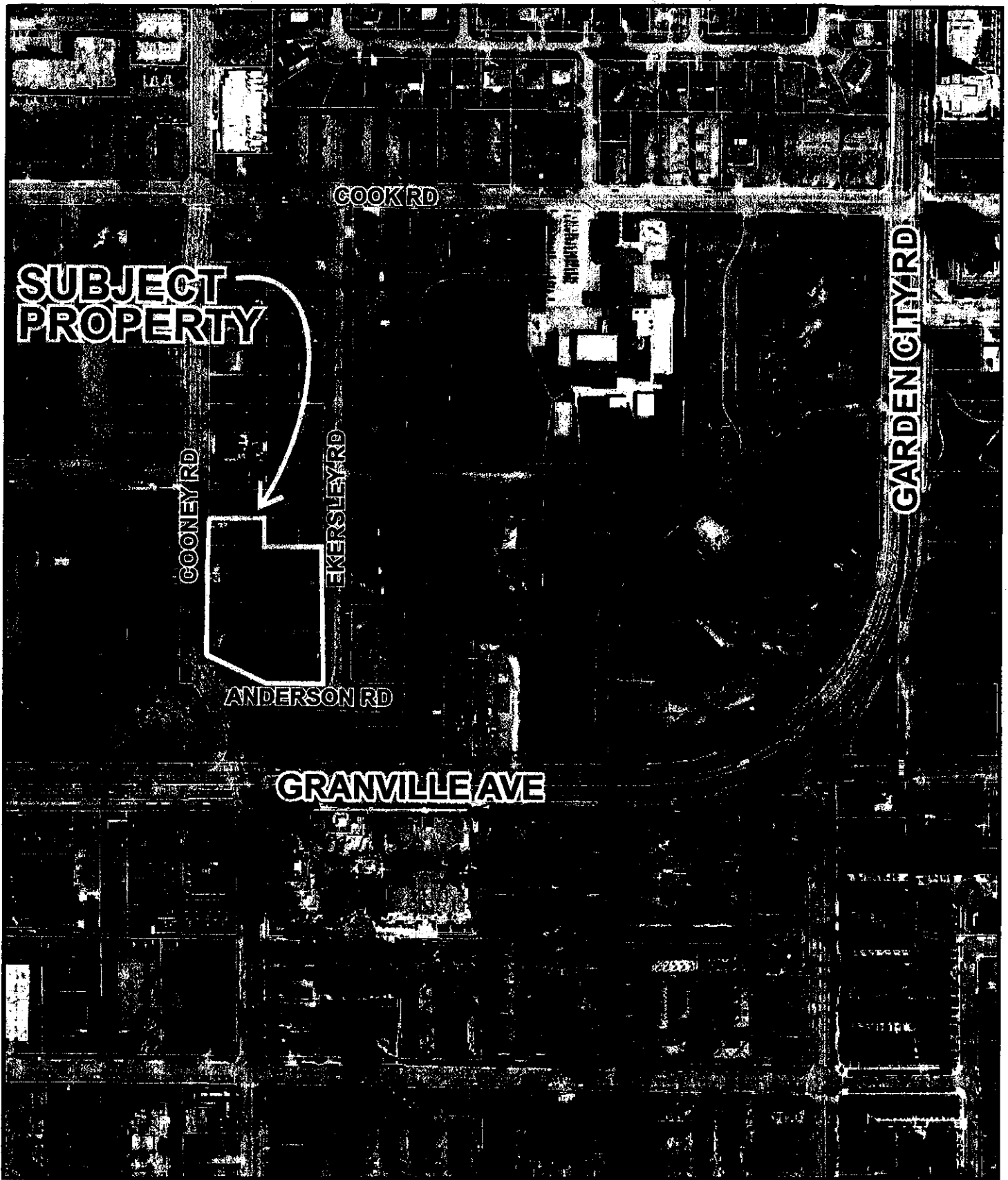
Original Date: 03/02/06

Revision Date: 01/30/08

Note: Dimensions are in METRES

RZ 06-322803





RZ 06-322803

Original Date: 01/07/08

Amended Date:

Note: Dimensions are in METRES

FAR CALCULATIONS - 31st Dec. 07							
LEVEL	AREA - EMBEALD (sq. ft.)	AREA - JALDE (sq. ft.)	AREA/TOWNHOMES (sq. ft.)	SUB-TOTAL MARKET UNITS (sq. ft.)	AREA - OPAL (sq. ft.)	AREA - OVERALL (sq. ft.)	AREA - AMUNITIES (sq. ft.)
LEVEL 1	1475.04	1605.61		3080.65	1352.89	4384.54	
LEVEL 2	4113.59	4428.01	3331.36	11872.96	2770.12	14843.08	
LEVEL 3	6722.36	8722.36	4898.31	18441.03	6140.50	24581.53	5112.92
LEVEL 4	5846.41	6846.41		13692.83	6248.24	20141.07	
LEVEL 5	6987.35	6987.35		13974.70	6248.24	20222.94	
LEVEL 6	6987.35	6987.35		13974.70	2563.90	16538.60	
LEVEL 7	6987.35	6987.35		13974.70		13974.70	
LEVEL 8	6987.35	6987.35		13974.70		13974.70	
LEVEL 9	6987.35	6987.35		13974.70		13974.70	
LEVEL 10	6987.35	5844.94		12832.29		12832.29	
LEVEL 11	6987.35	5844.94		12832.29		12832.29	
LEVEL 12	6987.35			6987.35		6987.35	
LEVEL 13	6987.35			6987.35		6987.35	
LEVEL 14	5844.94			5844.94		5844.94	
LEVEL 15	5844.94			5844.94		5844.94	
area included in FAR	93933.44	66329.02	8327.66	168490.13	25274.89	193765.01	5112.92
LOT AREA	84259.89						
FAR ACHIEVED	1.1136	0.7872	0.0888	1.9996	0.3000	2.2996	0.0607

LOT COVERAGE: Gross area on level 3 / lot area x 100 = 30935.2784259.89x100 = 36.71%

**OUTDOOR AMENITIES AREA: (at level 3) = 1797.2 sq. m.**

UNIT TYPE ANALYSIS (revised on 31st Dec. 07)				
BUILDING	1 BEDROOM	2 BEDROOM	3 BEDROOM	SUB-TOTAL
EMERALD	34	63	4	101
JADE	22	43	4	69
OPAL	30	5	0	35
TOWNHOMES	0	0	8	8
TOTAL	86	111	14	211

## REQUIREMENT CALCULATION (Revised on 31st Dec. 07):

Total number of units = 211  
 Visitor parking @  $211 \times 0.2 = 43$   
 Stalls for low end market retail units = 13  
 Resident's stalls @  $1.2 \times 198 = 238$   
 Thus, total stalls required =  $43 + 13 + 238 = 294$

**PARKING CALCULATIONS (revised on 31st Dec. 07):**

	REQUIRED	PROVIDED
Cult no. of isolates:		
Cult no. of vector stocks @ 0.2 per unit	24	300
Cult no. of accessible states for visitors @ 2% of required visitor parking:	43	44
Cult no. of accessible states for residents @ 2% of required parking:	1	1
Cult no. of states for rescuers:	251	253
Cult no. of states for small prey:	8	6
Cult no. of small prey allowed @ 0.5% of 25 (resident state)	75	125
Cult number of tandem stacks:		
Cult number of single stacks:	181	48 (pending 34 units)

REQUIRED	PROVIDED
- 294	303
43	44
1	1
251	259
6	6
75	77
	58 (serving 3
	191

0.2 per unit  
 is for visitors. ② 2% of required visitor parking  
 units:  
 is for residents. ③ 2% of required parking;  
 max. allowed ④ 30% of 251/resident study  
 is:  
 is:

Total no. of stalls;  
Total no. of visitor stalls;   
Total no. of accessible stalls;  
Total no. of stalls for resale;  
Total no. of accessible stalls;  
Total no. of small car stalls;  
Total number of tandem stalls;  
Total number of single stalls;

[illegible]

**REDALE GROUP**  
ARCHITECTURE

Suite 202 • One Alexander Street  
Vancouver BC V6A 1B2  
T: 604.736.5521 F: 604.736.5525  
info@redale.ca [www.redale.ca](http://www.redale.ca)

EMERALD  
GARDENS  
5600 COONEY ROAD  
RICHMOND, BC

## WISDOM: COONEY VIEW AND PROJECT STATISTICS

1446	DC	Check	TM	Part no	RHI
				0586	
			Project No.	Part no	A001
				3	





14	14 Jan 2007	Revised drawing - 0586
13	13 Jan 2007	Revised drawing - 0586
12	12 Jan 2007	Revised drawing - 0586
11	11 Jan 2007	Revised drawing - 0586
10	10 Jan 2007	Revised drawing - 0586
9	9 Jan 2007	Revised drawing - 0586
8	8 Jan 2007	Revised drawing - 0586
7	7 Jan 2007	Revised drawing - 0586
6	6 Jan 2007	Revised drawing - 0586
5	5 Jan 2007	Revised drawing - 0586
4	4 Jan 2007	Revised drawing - 0586
3	3 Jan 2007	Revised drawing - 0586
2	2 Jan 2007	Revised drawing - 0586
1	1 Jan 2007	Revised drawing - 0586
0	0 Jan 2007	Revised drawing - 0586

**IREDALE GROUP  
ARCHITECTURE**

Suite 202, One Alexander Street  
Vancouver BC V6A 1B2  
T: 604.794.5581 F: 604.794.5582  
www.iredalegroup.com

**EMERALD GARDENS**

8600 COONEY ROAD  
RICHMOND BC

**PLAN # 1**

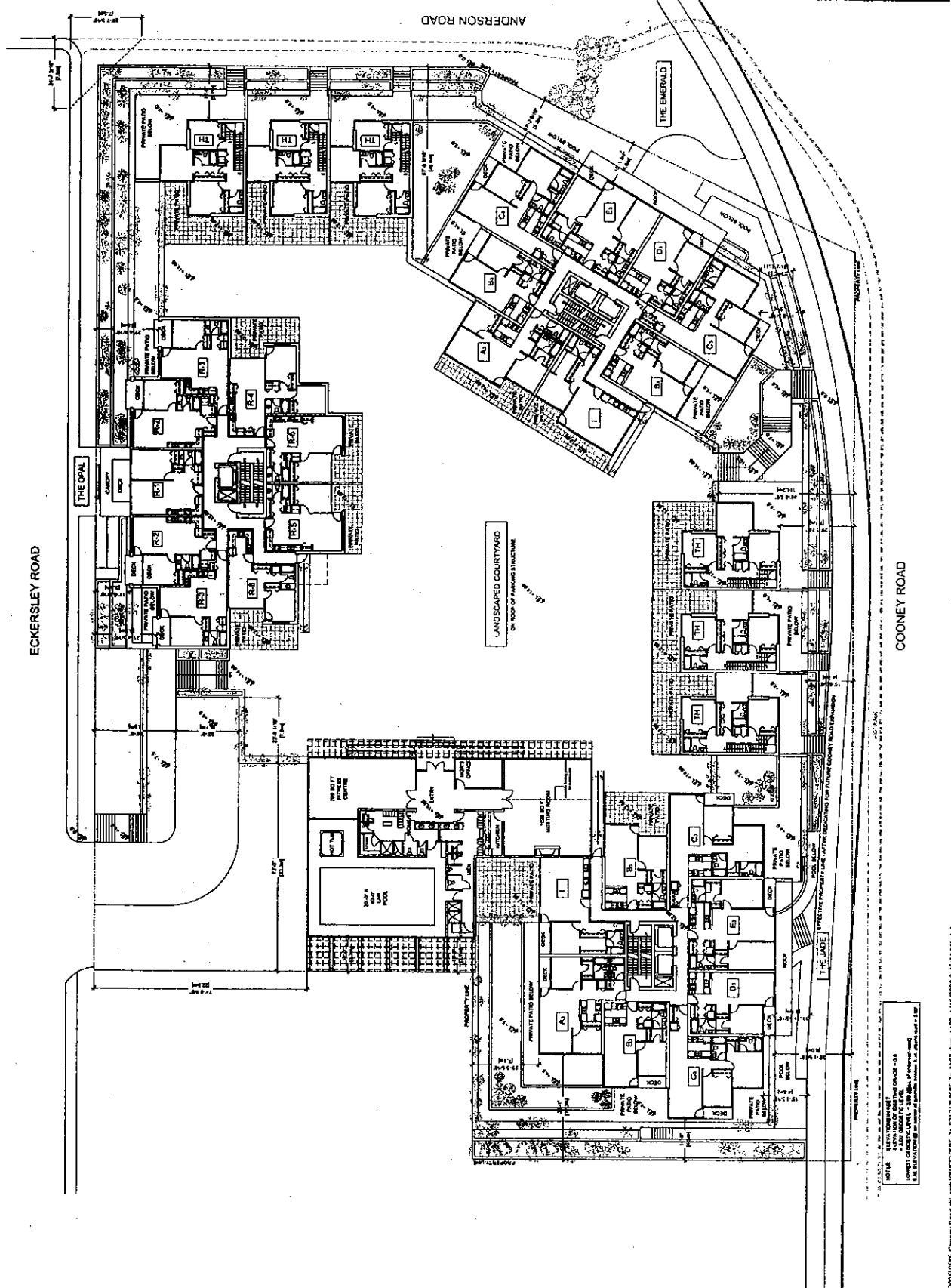
**SITE PLAN &  
COURTYARD LEVEL PLAN**



Project No: 0586

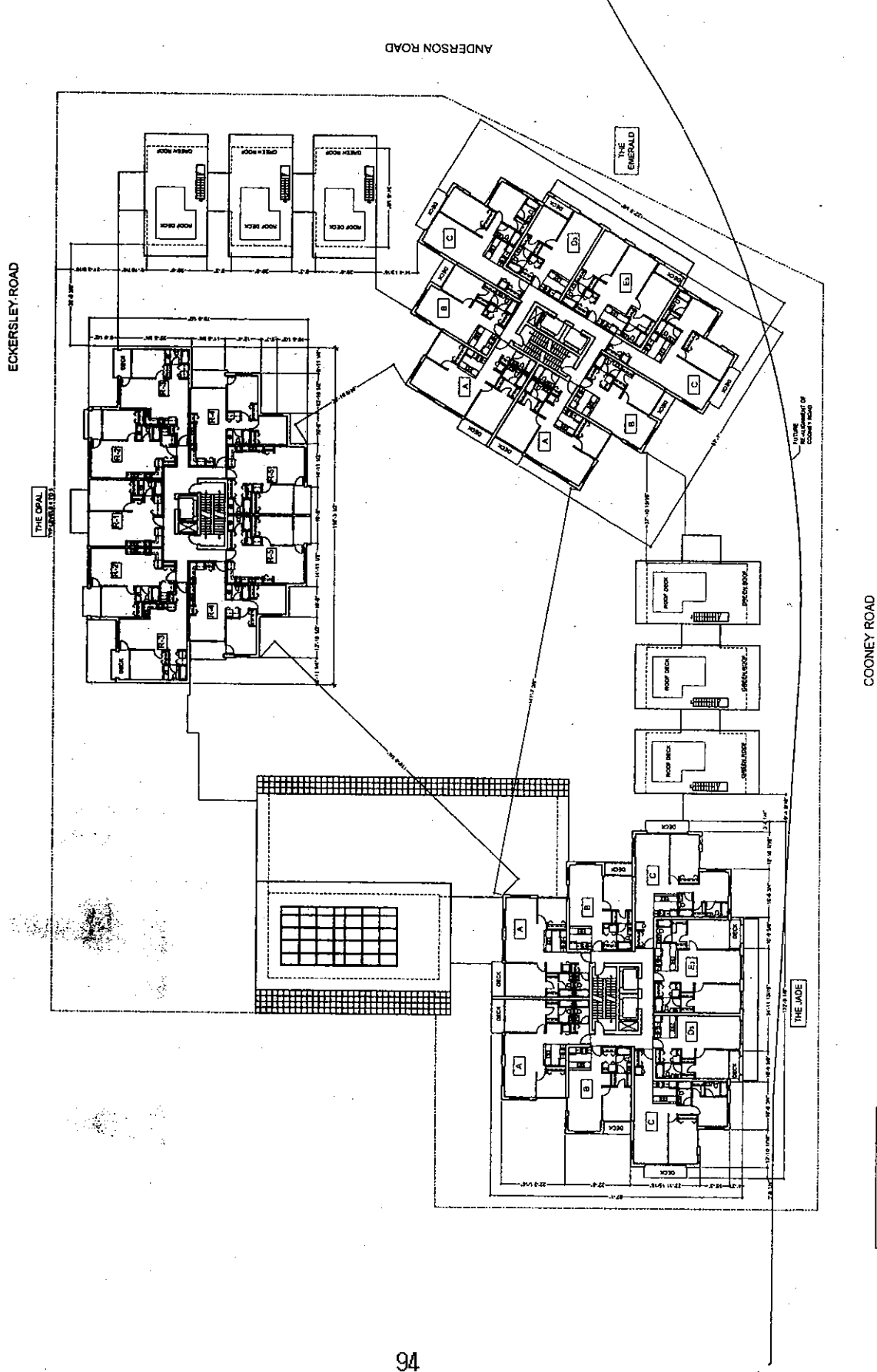
Sheet No: 3

Scale: 1" = 10' - 0"


North Arrow

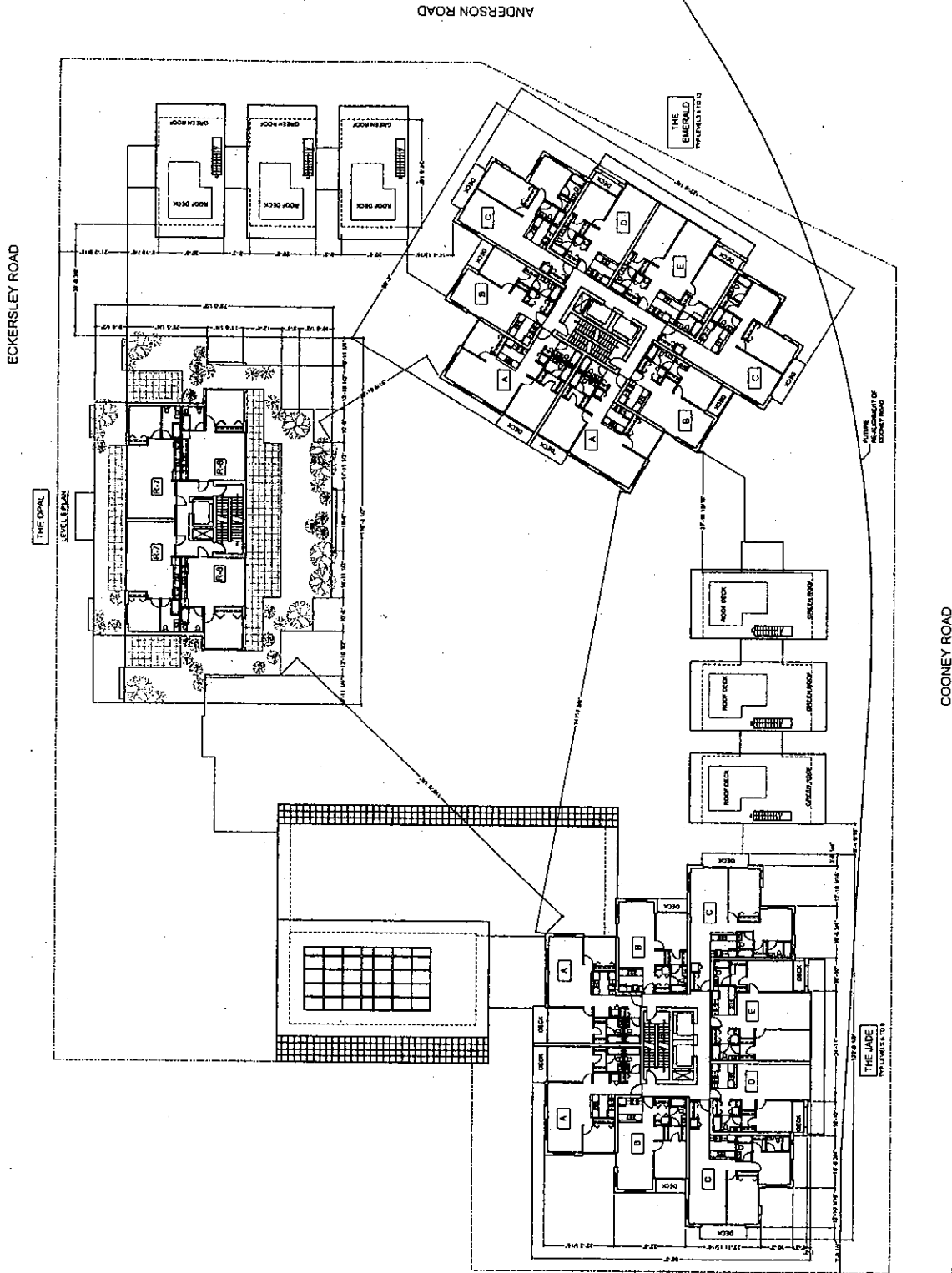


 <b>IREDALE GROUP ARCHITECTURE</b> Suite 202, One Alexander Street Vancouver BC V6A 1E2 Tel: 604.681.1122 Fax: 604.681.1123 iredalegroup@iredalegroup.com		<b>EMERALD GARDENS</b> 8600 COONEY ROAD RICHMOND BC		<b>PLAN # 5</b> 4TH LEVEL PLANS - TOWERS 4TH & 5TH LEVEL PLANS - OPAL		Drawing Title: _____ Project No: 0586 Date: 11/11/2008		Scale: 1" = 4' - 0" North Arrow: 		Sheet: 3 of 3 Title: A104	
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NOTES: EXAMINED IN FIELD  
 ELEVATION OF EXISTING BRIDGE - L.S.

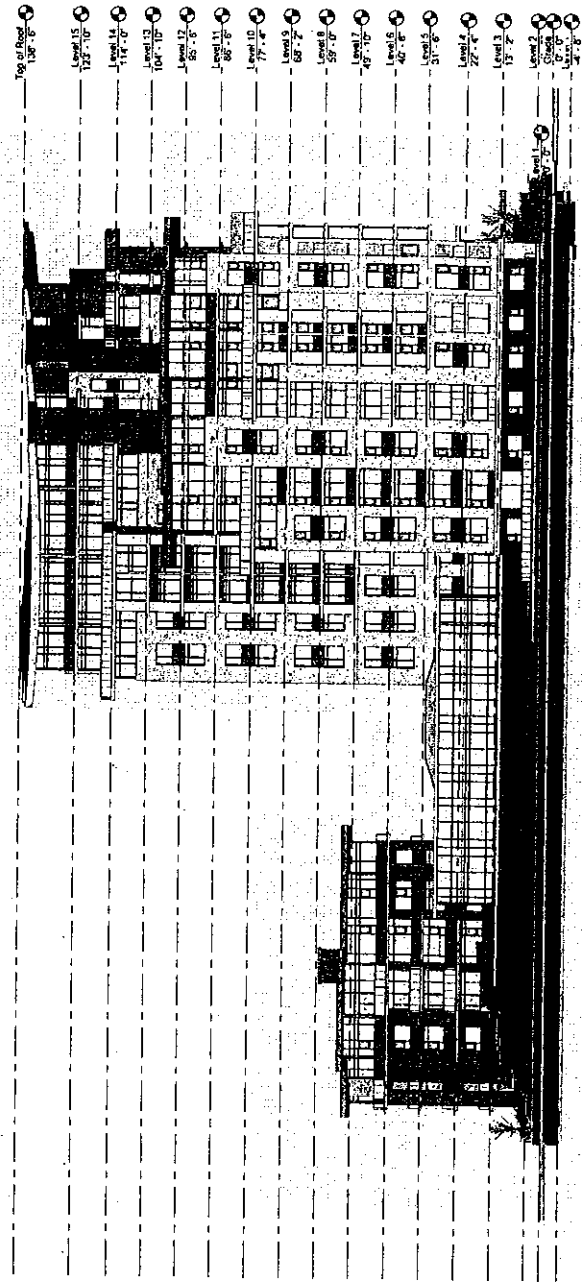
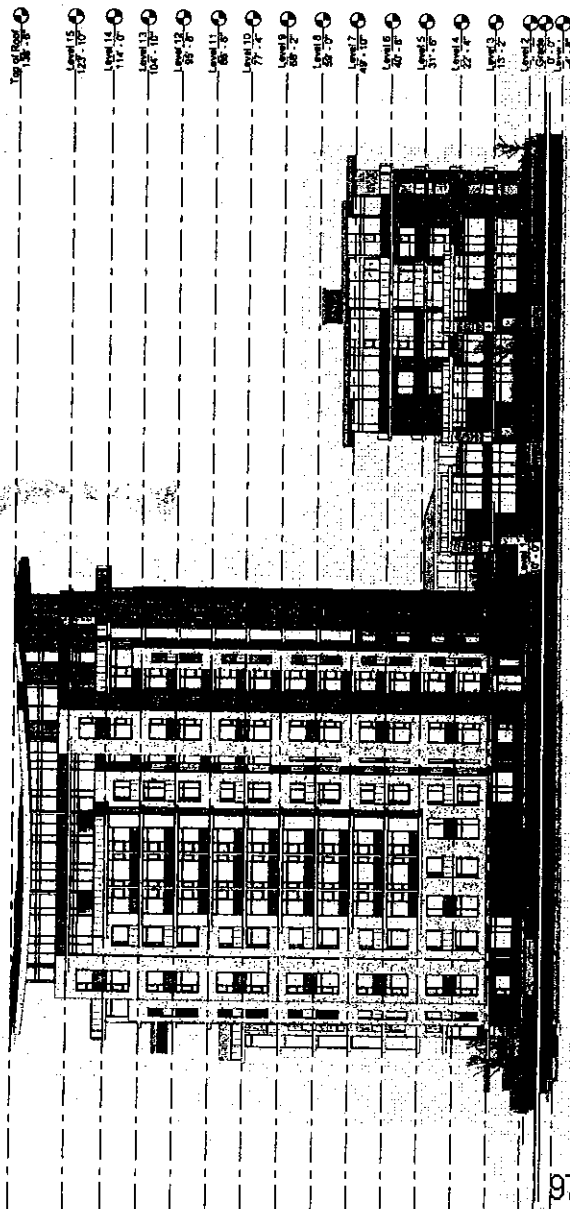
 <b>IREDALE GROUP ARCHITECTURE</b> Suite 202 - One Alexander Street Richmond BC V6V 1E2 Tel: 604.273.8888 Fax: 604.273.8889 iredalegroup.com		<b>EMERALD GARDENS</b>  6808 COONEY ROAD RICHMOND BC		Drawing Title: <b>PLAN # 6</b> <b>TYPICAL TOWER PLANS</b> <b>LEVELS 5 TO 9/13</b> <b>LEVEL 6 - OPAL</b>		Scale: 1/8" = 1'-0" Date: 11/11/11 Project No: 0586 Sheet No: 3 A105	
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NOTES: 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.





[illegible]







# City of Richmond

6911 No. 3 Road  
Richmond, BC V6Y 2C1  
www.richmond.ca  
604-276-4000

## Development Application Data Sheet

RZ 06-322803

Attachment 3

Address: 6760, 6780, 6800, 6820 Cooney Road, 8371, 8411 Anderson Road and 6771, 6811, 6831 Eckersley Road.

Applicant: Iredale Group Architecture (Richard Iredale)

Planning Area(s): City Centre Area Plan

	Existing	Proposed
<b>Owner:</b>	KKBL No. 430 Ventures Ltd.	KKBL No. 430 Ventures Ltd
<b>Site Size (m<sup>2</sup>):</b>	gross: approximately 0.82 ha (2.0 acre)	net: 0.7828 ha (1.9 acres)
<b>Land Uses:</b>	Residential	Residential high-rise and mid-rise units and townhouse units
<b>OCP Designation:</b>	Neighbourhood Residential	Neighbourhood Residential
<b>Area Plan Designation:</b>	Residential	Residential
<b>Zoning:</b>	Single-Family Housing District, Subdivision Area E (R1/E)	Comprehensive Development District (CD/195)
<b>Number of Units:</b>	9 single-family homes	211 units (170 market apartment units, 35 rental apartment units (13 low end of market rental and 22 market rental), 6 townhouse units)
<b>Other Designations:</b>	T4 General Urban Zone in the CCAP Updated Study	T4 General Urban Zone in the CCAP Updated Study

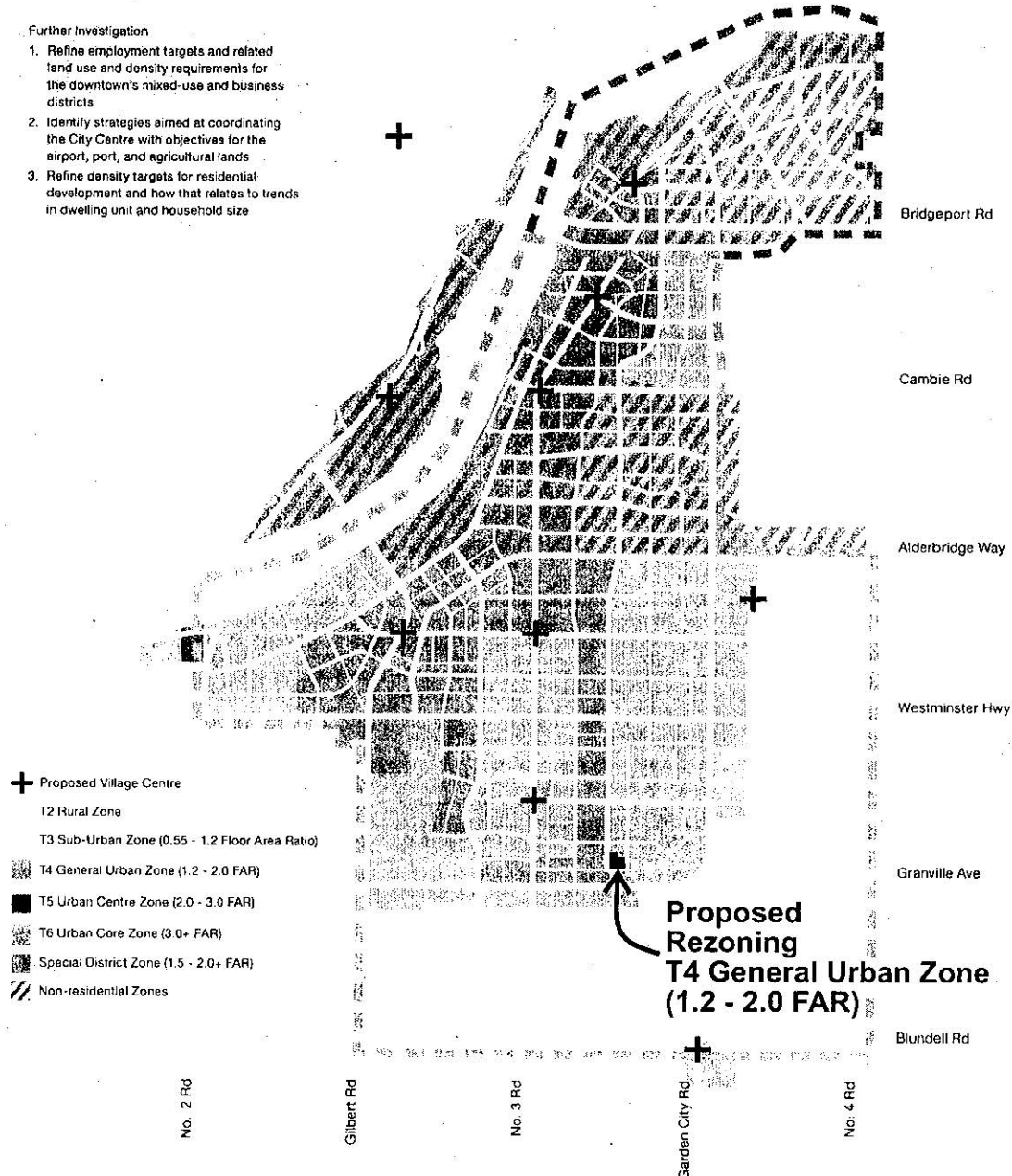
On Future Subdivided Lots	Bylaw 8316 Requirement	Proposed	Variance
<b>Floor Area Ratio:</b>	Max. 2.0 Additional 0.30 FAR for secured rental housing	1.99 Additional 0.30 FAR for secured rental housing	none permitted
<b>Lot Coverage – Building:</b>	Max. 38%	36.7%	none
<b>Lot Size (min. dimensions):</b>	0.7 hectares (1.8 acres)	0.7828 ha (1.9 acres)	none

On Future Subdivided Lots	Bylaw 8316 Requirement	Proposed	Variance
Road Setbacks	Anderson Road: 4.4 m Cooney Road: 3.5 m Eckersley Road: 3.5 m With the exception of the parking structure which may project into the public road setback; it must be landscaped or screened by a combination of trees, shrubs, ornamental plants or lawn.	Anderson Road: 4.4 m Cooney Road: 3.5 m Eckersley Road: 3.5 m With the exception of the parking structure which may project into the public road setback; it must be landscaped or screened by a combination of trees, shrubs, ornamental plants or lawn.	none
Setback – Rear & Side yard:	Min. 4.0 m	Min. 4.0 m	none
Height (m):	45 m 8 m for accessory buildings and structures	42.2 m 7.8 m accessory building	none
Off-street Parking Spaces – Regular (R) / Visitor (V):	294 (Residential: 238 residential stalls, 13 stalls for low end market rental units and 43 visitor parking stalls)	303 (259 residential and 44 visitor)	none
Off-street Parking Spaces – Total:	294	303	none
Tandem Parking Spaces:	permitted	68 stalls in tandem arrangement	none
Amenity Space – Indoor:	100 m <sup>2</sup> (1,076 ft <sup>2</sup> )	(2,790 m <sup>2</sup> ) 30,035.5 ft <sup>2</sup>	none
Amenity Space – Outdoor:	1,296 m <sup>2</sup> (13,950 ft <sup>2</sup> )	1,797 m <sup>2</sup> (19,344 ft <sup>2</sup> )	none

Other: Tree replacement compensation required for loss of significant trees.

## A. Land Use & Density

The framework proposes an approach centred on the establishment of a network of distinct, yet complementary, mixed-use transit villages, each of which will provide an attractive, livable environment and together will provide for a dynamic, sustainable downtown.

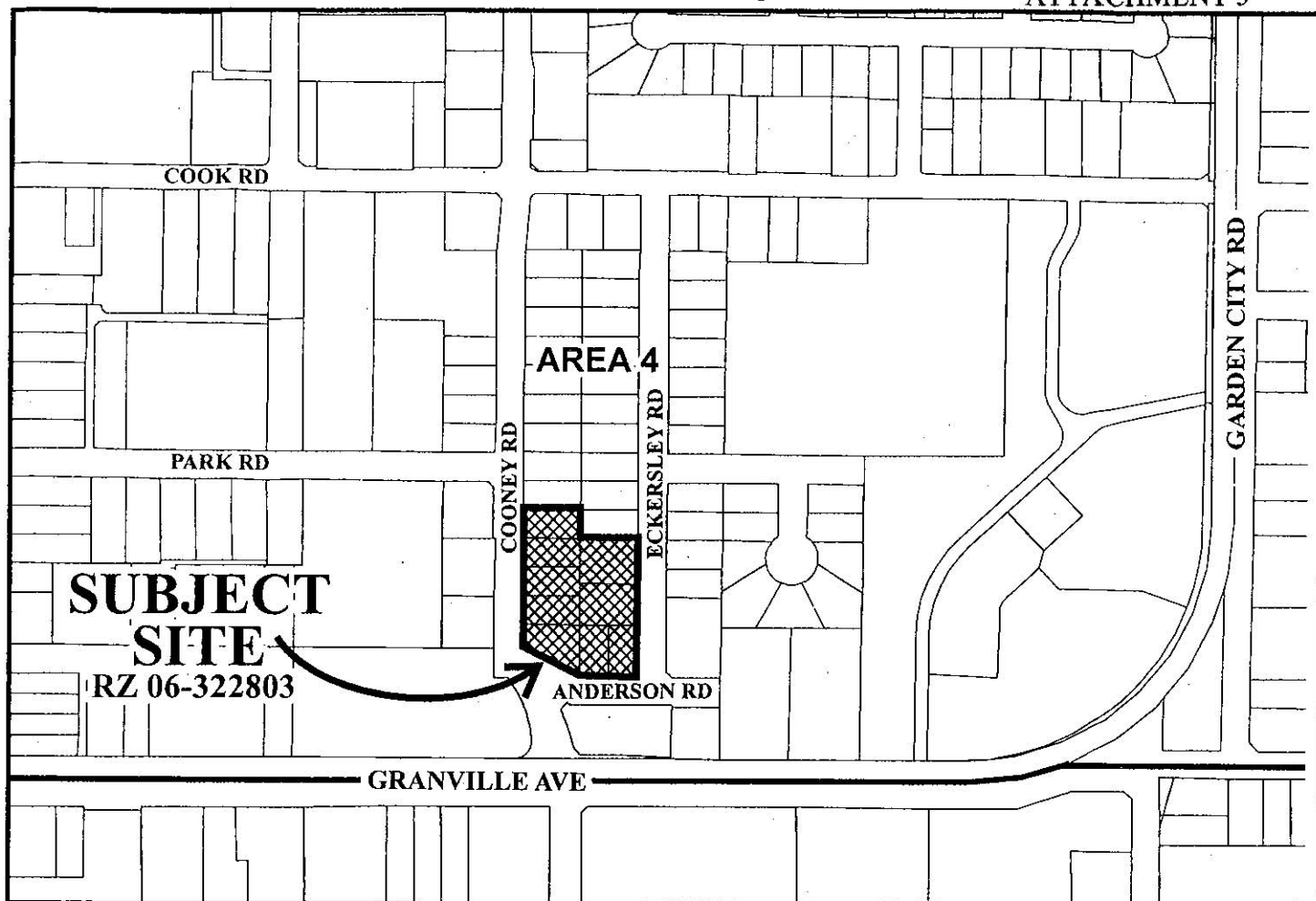


City Centre Area Plan Update Study  
Land Use and Density  
RZ 06-322803

Original Date: 01/08/08

Amended Date:

Note: Dimensions are in METRES



### LEGEND

#### Aircraft Noise Sensitive Development Policy (ANSND) Areas (see Aircraft Noise Sensitive Development Policy Table)

##### No New Aircraft Noise Sensitive Land Uses:

**AREA 1A** - New Aircraft Noise Sensitive Land Use Prohibited.

**AREA 1B** - New Residential Land Uses Prohibited.

##### Areas Where Aircraft Noise Sensitive Land Uses May be Considered: Subject to Aircraft Noise Mitigation Requirements:

**AREA 2** - All Aircraft Noise Sensitive Land Uses (Except New Single Family) May be Considered (see Table for exceptions).

**AREA 3** - All Aircraft Noise Sensitive Land Use Types May Be Considered.

**AREA 4** - All Aircraft Noise Sensitive Land Use Types May Be Considered.

##### No Aircraft Noise Mitigation Requirements:

**AREA 5** - All Aircraft Noise Sensitive Land Use Types May Be Considered.



## Aircraft Noise Sensitive Development Location Map

Original Date: 12/11/07

Amended Date:

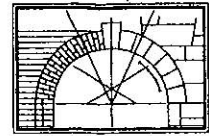
Note: Dimensions are in METRES



1151 West 8th Avenue  
Vancouver BC  
V6H 1C5

T: 604-736-5581  
F: 604-736-5585

architect@iredale.ca  
www.iredale.ca



**IREDALE GROUP  
ARCHITECTURE**

7 March 2006

yourname@iredale.ca

Ms Diane Nikolic,  
Planner  
City of Richmond  
1690 No. 3 Road  
Richmond BC  
Dear Sirs,

Dear Diane,

**Re: Application by Iredale Group Architecture to the City of Richmond to rezone the following properties from RS-1 single family residential to CD-1 Comprehensive Development:**

8371 Anderson Road, 8411 Anderson Road, 6760 Cooney Road, 6780 Cooney Road, 6800 Cooney Road, 6820 Cooney Road, 6771 Eckersley Road 6811 Eckersley Road, 6831 Eckersley

Minutes of the Public Meeting held at 7PM, December 15, 2005, at the Multi-Purpose room of Cook Street Elementary School.

At the request of the City of Richmond, Iredale Group Architecture held a public meeting at the Multi-Purpose room of Cook Street Elementary School on the evening of December 15<sup>th</sup> 2005 between 7PM and 9PM to present plans for the proposed redevelopment of the above site from single family dwellings to a mix of 27 street level townhomes and 207 apartment units to be contained in two 16 storey residential towers.

Notice of the public meeting was sent to all neighbours along the east and west sides of Cooney Road, Eckersley Road, and Anderson Road from Granville Avenue northward as far as Cook Street, and to all neighbours in the Park Place sub-division.

Notice of the meeting was hand delivered to each home and apartment on December 8<sup>th</sup>.

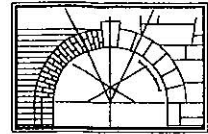
The meeting was attended by Mr. Richard Iredale MAIBC, project architect, and Mr. Jonathon Losee BCLA, landscape architect, as well as by Dr. S.Y. Liu of KKBL No 430 Ventures Ltd, the developer.

A formal presentation was made by Mr. Iredale showing the proposed site plan for the project, the location of public and private open space, the locations of driveways, pathways, and gardens, and the position of the two residential towers on the property and layout of the townhouse units.

The landscape plan was presented by Mr. Losee.

*A Partnership of Incorporated Professionals*

Richard H. Iredale, MAIBC, MRAIC, P.Eng.  
Kendall B. Jessiman, MAIBC, MRAIC, BEP  
James S. Emery, P.Eng., M.Arch.



The perspective view of the site, which was included in the letter hand delivered to each property owner, was presented in a large format rendered board, as well as a street level perspective view of the proposed development looking at the corner of Cooney Road and Anderson Road from the southwest.

Two members of the public attended the meeting.

Comments were as follows:

- Mr. Kevin , a neighbouring property owner in the 6500 Block, Eckersley , was very much in favour of the project. He commented favourable on the architectural and landscape design, on the large amount of open green space provided by the project, and on the position of the driveways leading into the parkades, which allow the townhouses along Cooney and Anderson Avenue to provide a pleasing well landscaped street edge un-interrupted by curb-cuts.
- Barbara (no last name provided), another neighbouring property owner in the 6500 Block, objected to the project because of the greater residential density that it will bring to the neighbourhood. She also expressed concern about the placement of adequate fire hydrants to support fire fighting operations.
- Prior to the meeting Iredale Group received a phone call from Mr. , a neighbouring property owner in the Park Place subdivision. He asked whether the architect knew of any plans to redevelop the Park Place subdivision with multi-family townhouses or apartments.

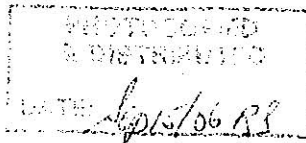
The above is an accurate record of this public information meeting.

Respectfully submitted,

Richard Iredale MAIBC P.Eng. MRAIC LEEDcp,  
Project Architect

September 13, 2006

6911 No. 3 Rd.  
Richmond, BC  
V6Y 2C1



TO: MAYOR & EACH  
COUNCILLOR  
FROM: CITY CLERK'S OFFICE

PC: Director of Development  
for attaching to appropriate  
reports.

		INT
	DW	
✓	GJ	g
	KY	
	DAW	
	DB	
	WB	

RE:

8400/8440 Cook Rd.

6751 Eckersley Rd.

File # RZ 04-267994

6820/6860 Eckersley Rd.

File # RZ 04-271116

File # RZ 06-342074

04-267994  
06-342074  
8060-00-788

**Attention: Project Managers**  
**City Council**

Dear Sirs/Madam:

I am compelled, yet again, to write a letter voicing my concern over the abundance of permit rezoning applications in my immediate neighborhood. I have looked at the area plans for Richmond City Center which seem to have a great number of rezoning permits scheduled as well.

I realize that progress is inevitable, but what disturbs me is that long time residents, in my case two generations of my family, are maintaining their residences and property as they have been for many years and are now literally being forced from their homes. Unless a homeowner surrenders to living amongst an outrageous number of townhomes, their only option is to give up the rights they have been enjoying for many years.

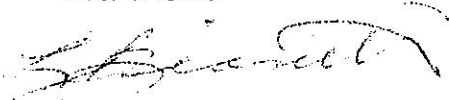
The only incentive that seems to matter these days is the almighty dollar. Development is great for developers and realtors. Revenue from property tax is of course a large contributing factor, but I am concerned that high density developing is out of control in our city of Richmond at the irreplaceable cost of the single family dwelling.

The city core is over developed and has far too many high density developments at present without adding more.



With this being said, I am completely opposed to further permit rezoning in my neighborhood.

Anne Biasutti  
Homeowner  
6631 Eckersley Rd.  
Richmond

  
for  
AB

Liana Biasutti  
Resident  
6631 Eckersley Rd.  
Richmond





## Froggers Creek Tree Consultants Ltd.

7763 McGregor Avenue Burnaby BC, V5J4H4  
Telephone: 604-721-6002 Fax: 604-437-0970

CITY OF RICHMOND  
Urban Development Division  
6911 No 3 Road  
Richmond, BC  
V6Y 2C1

March 21, 2006

Attention Diana Nikolic M.A. (Planning) MCIP

Re: Arborist Report Cooney Road Development  
City of Richmond File # RZ 06-322803

### Arborist Report

Please find enclosed an Arborist Report for nine Properties located at 6760, 6780, 6800, 6820 Cooney Road, 8371, 8411 Anderson Road and 6771, 6811, 6831 Eckersley Road in Richmond. I have been asked to provide a tree inventory and a tree impact report.

#### 1. TREE SUMMARY

134	Significant Trees <sup>1</sup> in total
22	Significant Trees on City Land
3	Significant Trees on Neighbouring Properties
109	Significant Trees on the Proposed Development Properties
22	Significant Trees on City Land need to be removed
2	Significant Trees on Neighbouring Properties need to be removed
109	Significant Trees on the Proposed Development Properties need to be removed
1	Significant Tree on the neighbouring property to be retained.

#### 2. TREE REPORT

I have visited the site and assessed the tree resource. I have recorded information concerning their species, stem size, canopy radius, height, health, structural condition and suitability for transplanting. See Site Plan Drawing in Appendix 2

##### Tree Resource:

One hundred and thirty-four trees are inventoried in total. Most of the trees have a low retention value because they have been poorly pruned and maintained. Most of the trees on the site have

<sup>1</sup> Significant Trees in Richmond are trees with a trunk calliper of 10cm and greater measured 1.4m from the ground.



## Froggers Creek Tree Consultants Ltd.

been topped<sup>2</sup>. There are not many specimen trees on the site. There are no trees on the site that are suitable for transplanting. Tree numbers 1, 2 and 3 are large trees located on Neighbouring properties that are located close to the proposed development site. These tree's canopies overhang the property. Tree number 4 is located on city property and in front of the neighbouring property to the north. It is part of a hedge and located within 10cm of the property line. There are twenty-two trees located on City Property.

Details of this tree inventory are provided in the table attached in the Appendix 1.

The table below indicates the species composition.

Type	#	Type	#
Western Red Cedar	81	Deodar Cedar	1
Lawson Cypress	11	English Holly	1
Blue Spruce	6	English Laurel	1
Pyramid Cedar	6	English Yew	1
Apple	4	European Weeping Birch	1
Cherry	4	Hinoki Cypress	1
Douglas Fir	4	Paper Birch	1
Crabapple	2	Purple Plum	1
English Walnut	2	Scots Pine	1
Norway Maple	2	Willow	1
Norway Spruce	2	<b>Total</b>	<b>134</b>

The entire site will need to be preloaded before construction can begin. The existing grade will also need to be raised outside the building envelope. This makes it impossible to retain any of the trees on site. Trees #1 and #2 will lose 40% of their critical root zones<sup>3</sup> from the preloading of the site and the proposed grade changes. They will be critically impacted and need to be removed before construction begins.

<sup>2</sup> Topping is the indiscriminate and drastic cutting of a tree branch or trunk. Topping disfigures trees and is detrimental to tree structure, health and value.

<sup>3</sup> The Critical Root Zone is considered the amount of soil and root area required to ensure the long-term biological viability of the tree. Any excavation or grade changes within the critical root zones could impact the future health of the tree. Generally healthy trees can handle losing up to 25-30% of its critical root zone



## Froggers Creek Tree Consultants Ltd.

The 22 trees located on City land will be critically impacted by the upgrading of the boulevard to the standards of the new development. The 22 trees on City land are all homeowner planted trees and hedges.

The only tree suitable for retention is tree #3 located at 6751 Eckersley Road. It will be moderately impacted by the preloading and the grade changes, about 25% of the critical root zone of this tree will be damaged. This tree will not need to be removed.

End Report.

### **CERTIFICATION:**

This report and the opinions expressed within it have been prepared in good faith and to accepted arboricultural standards within the scope afforded by its terms of reference and the resources made available to the consultant.

Froggers Creek Tree Consultants Ltd.  
Glenn Murray – Board Certified Master Arborist  
I.S.A. Certification # PN-0795B

Dated: March 21, 2006



### **ASSUMPTIONS AND LIMITING CONDITIONS**

1. This report and the opinions expressed within it have been prepared in good faith and to accepted arboricultural standards within the scope afforded by its terms of reference and the resources made available to the consultant. The report provides no undertakings regarding the future condition or behavior of the trees reviewed within it. Tree hazard and condition assessments are not an exact science. Both qualities can and do change over time and should be reappraised periodically.
2. This assessment was limited to a visual tree evaluation only. No core samples were taken. No tissue samples have been cultured or analyzed by plant pathologists. No root or root crown excavations were undertaken. No aerial reconnaissance was attempted, beyond that made possible by binoculars. The evaluation period for this assessment is 12 months.
3. Any legal description provided to the consultant/appraiser is assumed to be correct. No responsibility is assumed for matters legal in character. Any and all property is appraised or evaluated as though free and clear, under responsible ownership and competent management.
4. It is assumed that any property is not in violation of any applicable codes, ordinances, statutes, or other governmental regulations.
5. Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the consultant/appraiser can neither guarantee nor be responsible for the information provided by others.
6. The consultant/appraiser shall not be required to give testimony or to attend court by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services as described in the fee schedule and contract of engagement.
7. Loss or alteration of any part of this report invalidates the entire report.
8. Possession of this report or a copy thereof does not imply right of publication or use for any purpose by any other than the person to whom it is addressed, without the prior expressed written or verbal consent of the consultant/appraiser.
9. Neither all nor any part of the contents of this report, nor copy thereof, shall be conveyed by anyone, including the client, to the public through advertising, public relations, news, sales or other media, without the prior expressed written or verbal consent of the consultant/appraiser—particularly as to value conclusions, identity of the consultant/appraiser, or any reference to any professional society or institute or to any initiated designation conferred upon the consultant/appraiser as stated in his qualification.



APPENDIX  
TREE INVENTORY TABLE

#	Type	House Address	Action	On City Property	Stem diameter cm	Crown Radius m	Height m	Health	Structure
1	Douglas Fir	6751 Eckersley	Remove	No	90	10	30	Good	Located 1.5 metre from west property line
2	Cherry	6740 Cooney	Remove	No	35	4	12	Fair	Located .5 metre from property line
3	Lawson Cypress	6751 Eckersley	Retain	No	45	5	15	Fair	Multi-stemmed located 1m from property line
4	Western Red Cedar	6740 Cooney	Remove	Yes	30	3	7	Fair	Topped located .1m from property line
5	Western Red Cedar	6771 Eckersley	Remove	No	35	4	13	Fair	Overgrown hedge has been topped
6	Western Red Cedar	6771 Eckersley	Remove	No	50	5	13	Fair	Overgrown hedge has been topped
7	Western Red Cedar	6771 Eckersley	Remove	No	27	4	13	Fair	Overgrown hedge has been topped
8	Western Red Cedar	6771 Eckersley	Remove	No	15	3	13	Fair	Overgrown hedge has been topped
9	Western Red Cedar	6771 Eckersley	Remove	No	22	4	13	Fair	Overgrown hedge has been topped
10	Western Red Cedar	6771 Eckersley	Remove	No	20	4	13	Fair	Overgrown hedge has been topped
11	Western Red Cedar	6771 Eckersley	Remove	No	22	4	13	Fair	Overgrown hedge has been topped
12	Western Red Cedar	6771 Eckersley	Remove	No	12	2	8	Poor	Suppressed, overgrown hedge has been topped
13	Western Red Cedar	6771 Eckersley	Remove	No	30	4	13	Fair	Overgrown hedge has been topped
14	Western Red Cedar	6771 Eckersley	Remove	No	15	3	10	Fair	Overgrown hedge has been topped
15	Western Red Cedar	6771 Eckersley	Remove	No	18	4	13	Fair	Overgrown hedge has been topped
16	Western Red Cedar	6771 Eckersley	Remove	No	15	3	13	Fair	Overgrown hedge has been topped
17	Western Red Cedar	6771 Eckersley	Remove	No	22	4	13	Fair	Overgrown hedge has been topped
18	Western Red Cedar	6771 Eckersley	Remove	No	15	3	10	Poor	Suppressed, overgrown hedge has been topped

Froggers Creek Tree Consultants Ltd.

#	Type	House Address	Action	On City Property	Stem diameter cm	Crown Radius m	Height m	Health	Structure
19	Western Red Cedar	6771 Eckersley	Remove	No	15	3	10	Poor	Suppressed, overgrown hedge has been topped
20	Western Red Cedar	6771 Eckersley	Remove	No	15	3	10	Poor	Suppressed, overgrown hedge has been topped
21	Norway Maple	6771 Eckersley	Remove	No	35	4	13	Good	No apparent defects
22	Norway Maple	6771 Eckersley	Remove	No	70	12	17	Good	Tree has been topped
23	Norway Spruce	6771 Eckersley	Remove	No	18	3	10	Poor	No apparent defects
24	Western Red Cedar	6771 Eckersley	Remove	No	25	4	13	Fair	Overgrown hedge has been topped
25	Western Red Cedar	6771 Eckersley	Remove	No	23	4	13	Fair	Overgrown hedge has been topped
26	Western Red Cedar	6771 Eckersley	Remove	No	20	4	13	Fair	Overgrown hedge has been topped
27	Western Red Cedar	6771 Eckersley	Remove	No	15	4	13	Fair	Overgrown hedge has been topped
28	Western Red Cedar	6771 Eckersley	Remove	No	40	4	13	Fair	Overgrown hedge has been topped
29	Western Red Cedar	6771 Eckersley	Remove	No	30	4	13	Fair	Overgrown hedge has been topped
30	Western Red Cedar	6771 Eckersley	Remove	No	30	4	13	Fair	Overgrown hedge has been topped
31	Western Red Cedar	6771 Eckersley	Remove	No	20	4	13	Fair	Overgrown hedge has been topped
32	Western Red Cedar	6771 Eckersley	Remove	No	20	4	13	Fair	Overgrown hedge has been topped
33	Western Red Cedar	6771 Eckersley	Remove	No	12	4	13	Fair	Overgrown hedge has been topped
34	Western Red Cedar	6771 Eckersley	Remove	No	10	1	5	Fair	Overgrown hedge has been topped
35	Western Red Cedar	6771 Eckersley	Remove	No	18	4	13	Fair	Overgrown hedge has been topped
36	Douglas Fir	6771 Eckersley	Remove	No	45	5	13	Fair	Tree has been topped
37	Western Red Cedar	6771 Eckersley	Remove	No	30	4	13	Fair	Overgrown hedge has been topped
38	Western Red Cedar	6771 Eckersley	Remove	No	40	4	13	Fair	Overgrown hedge has been topped
39	Western Red Cedar	6771 Eckersley	Remove	No	10	1	7	Poor	Suppressed, overgrown hedge has been topped
40	Western Red Cedar	6771 Eckersley	Remove	No	20	4	13	Fair	Overgrown hedge has been topped

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#	Type	House Address	Action	On City Property	Stem diameter cm	Crown Radius m	Height m	Health	Structure
40	Western Red Cedar	6771 Eckersley	Remove	No	20	4	13	Fair	Overgrown hedge has been topped
41	Western Red Cedar	6771 Eckersley	Remove	No	30	4	13	Fair	Overgrown hedge has been topped
42	Western Red Cedar	6771 Eckersley	Remove	No	25	4	13	Fair	Overgrown hedge has been topped
43	Western Red Cedar	6771 Eckersley	Remove	No	30	4	13	Fair	Overgrown hedge has been topped
44	Western Red Cedar	6771 Eckersley	Remove	No	25	4	13	Fair	Overgrown hedge has been topped
45	Western Red Cedar	6771 Eckersley	Remove	No	35	4	13	Fair	Overgrown hedge has been topped
46	Western Red Cedar	6771 Eckersley	Remove	No	30	4	13	Fair	Overgrown hedge has been topped
47	Western Red Cedar	6771 Eckersley	Remove	No	18	3	12	Fair	Overgrown hedge has been topped
48	Western Red Cedar	6771 Eckersley	Remove	No	25	4	13	Fair	Overgrown hedge has been topped
49	Western Red Cedar	6771 Eckersley	Remove	No	40	4	13	Fair	Overgrown hedge has been topped
50	Western Red Cedar	6771 Eckersley	Remove	No	35	4	13	Fair	Overgrown hedge has been topped
51	Western Red Cedar	6771 Eckersley	Remove	No	35	4	13	Fair	Overgrown hedge has been topped
52	Western Red Cedar	6771 Eckersley	Remove	No	38	4	13	Fair	Overgrown hedge has been topped
53	Western Red Cedar	6771 Eckersley	Remove	No	39	4	13	Fair	Overgrown hedge has been topped
54	Western Red Cedar	6771 Eckersley	Remove	No	35	4	13	Fair	Overgrown hedge has been topped
55	English Yew	6771 Eckersley	Remove	No	30	6	10	Good	Multi-stemmed
56	Western Red Cedar	6771 Eckersley	Remove	No	50	5	17	Good	Multi-stemmed
57	Lawson Cypress	6771 Eckersley	Remove	No	40	4	15	Good	Multi-stemmed
58	Norway Spruce	6771 Eckersley	Remove	No	32	3	12	Fair	No apparent defects
59	Deodar Cedar	6771 Eckersley	Remove	No	75	7	17	Good	Has been topped multiple times
60	Crabapple	6771 Eckersley	Remove	No	20	1	3	Poor	No apparent defects
61	Blue Spruce	6771 Eckersley	Remove	No	33	3	17	Fair	No apparent defects

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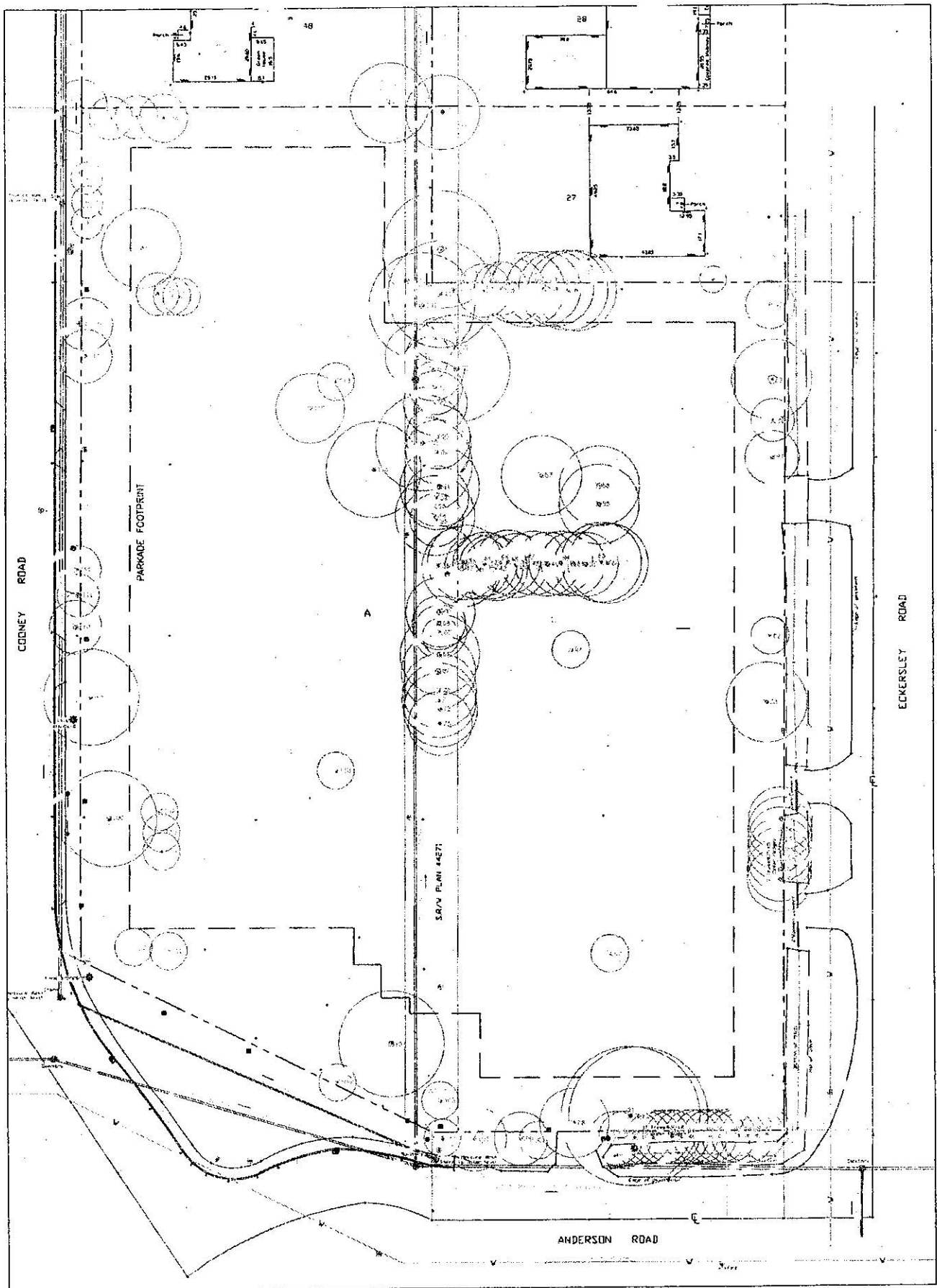
#	Type	House Address	Action	On City Property	Stem diameter cm	Crown Radius m	Height m	Health	Structure
62	Crabapple	6881 Eckersley	Remove	No	25	2	4	Fair	No apparent defects
63	Cherry	6881 Eckersley	Remove	No	40	3	7	Poor	Has been topped.
64	Apple	6881 Eckersley	Remove	No	32	2	7	Fair	No apparent defects
65	Western Red Cedar	6881 Eckersley	Remove	No	45	2	15	Poor	Top dead
66	Western Red Cedar	6881 Eckersley	Remove	No	30	2	10	Dead	Dead
67	Western Red Cedar	6881 Eckersley	Remove	No	20	2	13	Dead	Dead
68	Western Red Cedar	6881 Eckersley	Remove	No	35	4	15	Fair	Has been topped multiple times
69	Western Red Cedar	6881 Eckersley	Remove	No	40	4	15	Fair	Has been topped multiple times
70	Western Red Cedar	6881 Eckersley	Remove	No	28	4	15	Fair	Has been topped multiple times
71	Western Red Cedar	6881 Eckersley	Remove	No	32	4	15	Fair	Has been topped multiple times
72	Western Red Cedar	6881 Eckersley	Remove	No	42	4	15	Fair	Has been topped multiple times
73	Western Red Cedar	6881 Eckersley	Remove	No	40	4	15	Fair	Has been topped multiple times
74	Western Red Cedar	6831 Eckersley	Remove	No	35	2.5	12	Good	Hedge
75	Western Red Cedar	6831 Eckersley	Remove	No	28	2.5	12	Good	Hedge
76	Western Red Cedar	6831 Eckersley	Remove	No	25	2.5	12	Good	Hedge
77	Western Red Cedar	6831 Eckersley	Remove	No	30	2.5	12	Good	Hedge
78	Western Red Cedar	6831 Eckersley	Remove	No	25	2.5	12	Good	Hedge
79	Western Red Cedar	6831 Eckersley	Remove	No	22	2.5	12	Good	Hedge
80	Western Red Cedar	6831 Eckersley	Remove	No	35	2.5	12	Good	Hedge
81	English Walnut	6831 Eckersley	Remove	No	50	10	20	Good	Good has been pruned from power lines
82	English Walnut	6831 Eckersley	Remove	No	48	10	17	Good	Good has been pruned from power lines
83	Western Red Cedar	6831 Eckersley	Remove	Yes	18	2	7	Good	Hedge

#	Type	House Address	Action	On City Property	Stem diameter cm	Crown Radius m	Height m	Health	Structure
84	Western Red Cedar	6831 Eckersley	Remove	Yes	19	2	7	Good	Hedge
85	Western Red Cedar	6831 Eckersley	Remove	Yes	20	2	7	Good	Hedge
86	Western Red Cedar	6831 Eckersley	Remove	Yes	20	2	7	Good	Hedge
87	Western Red Cedar	6831 Eckersley	Remove	Yes	15	2	7	Good	Hedge
88	Western Red Cedar	6831 Eckersley	Remove	Yes	20	2	7	Good	Hedge
89	Western Red Cedar	6831 Eckersley	Remove	Yes	20	2	7	Good	Hedge
90	Western Red Cedar	6831 Eckersley	Remove	Yes	21	2	7	Good	Hedge
91	Western Red Cedar	6831 Eckersley	Remove	Yes	18	2	7	Good	Hedge
92	Western Red Cedar	6831 Eckersley	Remove	Yes	18	2	7	Good	Hedge
93	Western Red Cedar	6831 Eckersley	Remove	Yes	28	2	7	Good	Hedge
94	Western Red Cedar	6831 Eckersley	Remove	Yes	25	2	7	Good	Hedge
95	Western Red Cedar	6831 Eckersley	Remove	Yes	35	2	7	Good	Hedge
96	Western Red Cedar	6831 Eckersley	Remove	Yes	26	2	7	Good	Hedge
97	Willow	6831 Eckersley	Remove	No	15	1	5	Good	No apparent defects
98	English Laurel	8411 Anderson	Remove	No	22	3	5	Good	Multi-stemmed
99	Blue Spruce	8411 Anderson	Remove	Yes	18	1	5	Fair	Topped for power lines
100	Blue Spruce	8411 Anderson	Remove	Yes	23	2	5	Fair	Topped for power lines
101	Blue Spruce	8411 Anderson	Remove	Yes	25	2	5	Fair	Topped for power lines
102	Blue Spruce	8411 Anderson	Remove	Yes	13	1	5	Fair	Topped for power lines
103	Hinoki Cypress	8411 Anderson	Remove	No	20	1	3	Good	No apparent defects
104	Scots Pine	8371 Anderson	Remove	No	47	4	13	Good	No apparent defects
105	Pyramid Cedar	8371 Anderson	Remove	No	20	1	5	Fair-poor	No apparent defects

#	Type	House Address	Action	On City Property	Stem diameter cm	Crown Radius m	Height m	Health	Structure
106	Pyramid Cedar	8371 Anderson	Remove	No	20	1	8	Good	No apparent defects
107	Pyramid Cedar	8371 Anderson	Remove	No	20	1	8	Good	No apparent defects
108	Purple Plum	6820 Cooney	Remove	No	35	3	12	Fair	No apparent defects
109	Paper Birch	6820 Cooney	Remove	No	32	3	10	Fair	Topped for power lines
110	Lawson Cypress	6800 Cooney	Remove	Yes	40	2	13	Fair	Multi-stemmed
111	Lawson Cypress	6800 Cooney	Remove	Yes	30	2	12	Fair	Multi-stemmed
112	Lawson Cypress	6800 Cooney	Remove	Yes	22	2	8	Fair-poor	Multi-stemmed
113	Apple	6820 Cooney	Remove	No	17	1	4	Fair-poor	No apparent defects
114	Blue Spruce	6800 Cooney	Remove	No	40	5	17	Fair	No apparent defects
115	Apple	6780 Cooney	Remove	No	30	3	5	Fair-poor	Poor leaning
116	Apple	6780 Cooney	Remove	No	20	1	7	Fair-poor	No apparent defects
117	European Weeping Birch	6780 Cooney	Remove	No	25	3	15	Fair	Leaning a bit
118	Douglas Fir	6780 Cooney	Remove	No	75	6	18	Good	Has been topped multiple times
119	Lawson Cypress	6780 Cooney	Remove	No	30	3	7	Fair	Topped for power lines
120	Lawson Cypress	6780 Cooney	Remove	No	28	3	7	Fair	Topped for power lines
121	English Holly	6780 Cooney	Remove	No	20	2	7	Good	No apparent defects
122	Cherry	6780 Cooney	Remove	No	25	2	7	Fair-poor	Has been topped.
123	Cherry	6780 Cooney	Remove	No	19	2	7	Fair-poor	Has been topped.
124	Japanese Maple	6760 Cooney	Remove	No	28	2	6	Fair	Decay in stem
125	Pyramid Cedar	6760 Cooney	Remove	No	10	1	7	Fair	Part of a larger hedge
126	Pyramid Cedar	6760 Cooney	Remove	No	11	1	7	Fair	Part of a larger hedge
127	Pyramid Cedar	6760 Cooney	Remove	No	12	1	7	Fair	Part of a larger hedge

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#	Type	House Address	Action	On City Property	Stem diameter cm	Crown Radius m	Height m	Health	Structure
128	Lawson Cypress	6760 Cooney	Remove	No	18	2	7	Fair	No apparent defects
129	Lawson Cypress	6760 Cooney	Remove	No	20	2	7	Fair	No apparent defects
130	Lawson Cypress	6760 Cooney	Remove	No	22	2	7	Fair	No apparent defects
131	Douglas Fir	6780 Cooney	Remove	No	50	8	20	Fair-poor	Has been topped multiple times
132	Western Red Cedar	6820 Cooney	Remove	No	10	1	7	Good	Hedge
133	Western Red Cedar	6820 Cooney	Remove	No	12	1	7	Good	Hedge
134	Western Red Cedar	6820 Cooney	Remove	No	15	1	7	Good	Hedge



Tree Proposed for Retention    Tree Proposed for Removal

SCALE:







**Froggers Creek  
Tree Consultants Ltd.**

7763 McGregor Avenue Burnaby BC, V5J4H4  
Telephone: 604-721-6002 Fax: 604-437-0970

February 2, 2006

CITY OF RICHMOND  
**Urban Development Division**  
6911 No 3 Road  
Richmond, BC  
V6Y 2C1

Cc. Liz Scremin

Re: Arborist Report Cooney Road Development  
City of Richmond File # RZ 06-322803

**Arborist Report**

Please find enclosed an Arborist Report for nine Properties located at 6760, 6780, 6800, 6820 Cooney Road, 8371, 8411 Anderson Road and 6771, 6811, 6831 Eckersley Road in Richmond.

**1. TREE SUMMARY**

134	Significant Trees <sup>1</sup> in total
4	Significant Trees on City Land
3	Significant Trees on Neighbouring Properties
127	Significant Trees on the Proposed Development Properties

**2. TREE REPORT**

I have visited the site and assessed the tree resource. I have recorded information concerning their species, location, stem size, canopy radius, height, health, structural condition and suitability for transplanting.

Tree Resource:

One hundred and thirty-four trees are inventoried in total. Most of the trees are of low retention value because they have been poorly pruned and maintained. Most of the trees on the site have been topped<sup>2</sup>. There are not many specimen trees on the site. There are no trees on the site that are suitable for transplanting. Tree numbers 1, 2 and 3 are large trees located on Neighbouring properties that are located close to the proposed development site. These tree's canopies overhang the property. Tree number 4 is located on city property and in front of the neighbouring property to the north. It is part of a hedge and located within 10cm of the property line. There are four trees located on City Property.

<sup>1</sup> Significant Trees in Richmond are trees with a trunk calliper of 10cm and greater measured 1.4m from the ground.

<sup>2</sup> Topping is the indiscriminate and drastic cutting of a tree branch or trunk. Topping disfigures trees and is detrimental to tree structure, health and value.



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Details of this tree inventory are provided in the table attached in the Appendix.

The table below indicates the species composition.

Type	#	Type	#
Western Red Cedar	81	Deodar Cedar	1
Lawson Cypress	11	English Holly	1
Blue Spruce	6	English Laurel	1
Pyramid Cedar	6	English Yew	1
Apple	4	European Weeping Birch	1
Cherry	4	Hinoki Cypress	1
Douglas Fir	4	Paper Birch	1
Crabapple	2	Purple Plum	1
English Walnut	2	Scots Pine	1
Norway Maple	2	Willow	1
Norway Spruce	2	<b>Total</b>	<b>134</b>

End Report.

**CERTIFICATION:**

This report and the opinions expressed within it have been prepared in good faith and to accepted arboricultural standards within the scope afforded by its terms of reference and the resources made available to the consultant.

Froggers Creek Tree Consultants Ltd.  
Glenn Murray – Board Certified Master Arborist  
I.S.A. Certification # PN-0795B

Dated: February 2, 2006



### **ASSUMPTIONS AND LIMITING CONDITIONS**

1. This report and the opinions expressed within it have been prepared in good faith and to accepted arboricultural standards within the scope afforded by its terms of reference and the resources made available to the consultant. The report provides no undertakings regarding the future condition or behavior of the trees reviewed within it. Tree hazard and condition assessments are not an exact science. Both qualities can and do change over time and should be reappraised periodically.
2. This assessment was limited to a visual tree evaluation only. No core samples were taken. No tissue samples have been cultured or analyzed by plant pathologists. No root or root crown excavations were undertaken. No aerial reconnaissance was attempted, beyond that made possible by binoculars. The evaluation period for this assessment is 12 months.
3. Any legal description provided to the consultant/appraiser is assumed to be correct. No responsibility is assumed for matters legal in character. Any and all property is appraised or evaluated as though free and clear, under responsible ownership and competent management.
4. It is assumed that any property is not in violation of any applicable codes, ordinances, statutes, or other governmental regulations.
5. Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the consultant/appraiser can neither guarantee nor be responsible for the information provided by others.
6. The consultant/appraiser shall not be required to give testimony or to attend court by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services as described in the fee schedule and contract of engagement.
7. Loss or alteration of any part of this report invalidates the entire report.
8. Possession of this report or a copy thereof does not imply right of publication or use for any purpose by any other than the person to whom it is addressed, without the prior expressed written or verbal consent of the consultant/appraiser.
9. Neither all nor any part of the contents of this report, nor copy thereof, shall be conveyed by anyone, including the client, to the public through advertising, public relations, news, sales or other media, without the prior expressed written or verbal consent of the consultant/appraiser—particularly as to value conclusions, identity of the consultant/appraiser, or any reference to any professional society or institute or to any initiated designation conferred upon the consultant/appraiser as stated in his qualification.

**APPENDIX  
TREE INVENTORY TABLE**

#	Type	House Address	Location	On City Property	Stem diameter cm	Crown Radius m	Height m	Health	Structure
1	Douglas Fir	6751 Eckersley	Backyard	No	90	10	30	Good	Located 1.5 metre from west property line
2	Cherry	6740 Cooney	Backyard	No	35	4	12	Fair	Located .5 metre from property line
3	Lawson Cypress	6751 Eckersley	Backyard	No	45	5	15	Fair	Multi-stemmed located 1m from property line
4	Western Red Cedar	6740 Cooney	Frontyard	Yes	30	3	7	Fair	Topped located .1m from property line
5	Western Red Cedar	6771 Eckersley	Back yard	No	35	4	13	Fair	Overgrown hedge has been topped
6	Western Red Cedar	6771 Eckersley	Back yard	No	50	5	13	Fair	Overgrown hedge has been topped
7	Western Red Cedar	6771 Eckersley	Back yard	No	27	4	13	Fair	Overgrown hedge has been topped
8	Western Red Cedar	6771 Eckersley	Back yard	No	15	3	13	Fair	Overgrown hedge has been topped
9	Western Red Cedar	6771 Eckersley	Back yard	No	22	4	13	Fair	Overgrown hedge has been topped
10	Western Red Cedar	6771 Eckersley	Back yard	No	20	4	13	Fair	Overgrown hedge has been topped
11	Western Red Cedar	6771 Eckersley	Back yard	No	22	4	13	Fair	Overgrown hedge has been topped
12	Western Red Cedar	6771 Eckersley	Back yard	No	12	2	8	Poor	Suppressed, overgrown hedge has been topped
13	Western Red Cedar	6771 Eckersley	Back yard	No	30	4	13	Fair	Overgrown hedge has been topped
14	Western Red Cedar	6771 Eckersley	Back yard	No	15	3	10	Fair	Overgrown hedge has been topped
15	Western Red Cedar	6771 Eckersley	Back yard	No	18	4	13	Fair	Overgrown hedge has been topped
16	Western Red Cedar	6771 Eckersley	Back yard	No	15	3	13	Fair	Overgrown hedge has been topped
17	Western Red Cedar	6771 Eckersley	Back yard	No	22	4	13	Fair	Overgrown hedge has been topped
18	Western Red Cedar	6771 Eckersley	Back yard	No	15	3	10	Poor	Suppressed, overgrown hedge has been topped

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#	Type	House Address	Location	On City Property	Stem diameter cm	Crown Radius m	Height m	Health	Structure
19	Western Red Cedar	6771 Eckersley	Back yard	No	15	3	10	Poor	Suppressed, overgrown hedge has been topped
20	Western Red Cedar	6771 Eckersley	Back yard	No	15	3	10	Poor	Suppressed, overgrown hedge has been topped
21	Norway Maple	6771 Eckersley	Backyard	No	35	4	13	Good	No apparent defects
22	Norway Maple	6771 Eckersley	Backyard	No	70	12	17	Good	Tree has been topped
23	Norway Spruce	6771 Eckersley	Backyard	No	18	3	10	Poor	No apparent defects
24	Western Red Cedar	6771 Eckersley	Backyard	No	25	4	13	Fair	Overgrown hedge has been topped
25	Western Red Cedar	6771 Eckersley	Backyard	No	23	4	13	Fair	Overgrown hedge has been topped
26	Western Red Cedar	6771 Eckersley	Backyard	No	20	4	13	Fair	Overgrown hedge has been topped
27	Western Red Cedar	6771 Eckersley	Backyard	No	15	4	13	Fair	Overgrown hedge has been topped
28	Western Red Cedar	6771 Eckersley	Backyard	No	40	4	13	Fair	Overgrown hedge has been topped
29	Western Red Cedar	6771 Eckersley	Backyard	No	30	4	13	Fair	Overgrown hedge has been topped
30	Western Red Cedar	6771 Eckersley	Backyard	No	30	4	13	Fair	Overgrown hedge has been topped
31	Western Red Cedar	6771 Eckersley	Backyard	No	20	4	13	Fair	Overgrown hedge has been topped
32	Western Red Cedar	6771 Eckersley	Backyard	No	20	4	13	Fair	Overgrown hedge has been topped
33	Western Red Cedar	6771 Eckersley	Backyard	No	12	4	13	Fair	Overgrown hedge has been topped
34	Western Red Cedar	6771 Eckersley	Backyard	No	10	1	5	Fair	Overgrown hedge has been topped
35	Western Red Cedar	6771 Eckersley	Backyard	No	18	4	13	Fair	Overgrown hedge has been topped
36	Douglas Fir	6771 Eckersley	Backyard	No	45	5	13	Fair	Tree has been topped
37	Western Red Cedar	6771 Eckersley	Backyard	No	30	4	13	Fair	Overgrown hedge has been topped
38	Western Red Cedar	6771 Eckersley	Backyard	No	40	4	13	Fair	Overgrown hedge has been topped
39	Western Red Cedar	6771 Eckersley	Backyard	No	10	1	7	Poor	Suppressed, overgrown hedge has been topped
40	Western Red Cedar	6771 Eckersley	Backyard	No	20	4	13	Fair	Overgrown hedge has been topped

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#	Type	House Address	Location	On City Property	Stem diameter cm	Crown Radius m	Height m	Health	Structure
40	Western Red Cedar	6771 Eckersley	Backyard	No	20	4	13	Fair	Overgrown hedge has been topped
41	Western Red Cedar	6771 Eckersley	Backyard	No	30	4	13	Fair	Overgrown hedge has been topped
42	Western Red Cedar	6771 Eckersley	Backyard	No	25	4	13	Fair	Overgrown hedge has been topped
43	Western Red Cedar	6771 Eckersley	Backyard	No	30	4	13	Fair	Overgrown hedge has been topped
44	Western Red Cedar	6771 Eckersley	Backyard	No	25	4	13	Fair	Overgrown hedge has been topped
45	Western Red Cedar	6771 Eckersley	Backyard	No	35	4	13	Fair	Overgrown hedge has been topped
46	Western Red Cedar	6771 Eckersley	Backyard	No	30	4	13	Fair	Overgrown hedge has been topped
47	Western Red Cedar	6771 Eckersley	Backyard	No	18	3	12	Fair	Overgrown hedge has been topped
48	Western Red Cedar	6771 Eckersley	Backyard	No	25	4	13	Fair	Overgrown hedge has been topped
49	Western Red Cedar	6771 Eckersley	Backyard	No	40	4	13	Fair	Overgrown hedge has been topped
50	Western Red Cedar	6771 Eckersley	Backyard	No	35	4	13	Fair	Overgrown hedge has been topped
51	Western Red Cedar	6771 Eckersley	Backyard	No	35	4	13	Fair	Overgrown hedge has been topped
52	Western Red Cedar	6771 Eckersley	Backyard	No	38	4	13	Fair	Overgrown hedge has been topped
53	Western Red Cedar	6771 Eckersley	Backyard	No	39	4	13	Fair	Overgrown hedge has been topped
54	Western Red Cedar	6771 Eckersley	Backyard	No	35	4	13	Fair	Overgrown hedge has been topped
55	English Yew	6771 Eckersley	Backyard	No	30	6	10	Good	Multi-stemmed
56	Western Red Cedar	6771 Eckersley	Backyard	No	50	5	17	Good	Multi-stemmed
57	Lawson Cypress	6771 Eckersley	Backyard	No	40	4	15	Good	Multi-stemmed
58	Norway Spruce	6771 Eckersley	Frontyard	No	32	3	12	Fair	No apparent defects
59	Deodar Cedar	6771 Eckersley	Frontyard	No	75	7	17	Good	Has been topped multiple times
60	Crabapple	6771 Eckersley	Frontyard	No	20	1	3	Poor	No apparent defects
61	Blue Spruce	6771 Eckersley	Frontyard	No	33	3	17	Fair	No apparent defects

Froggers Creek Tree Consultants Ltd.

#	Type	House Address	Location	On City Property	Stem diameter cm	Crown Radius m	Height m	Health	Structure
62	Crabapple	6881 Eckersley	Frontyard	No	25	2	4	Fair	No apparent defects
63	Cherry	6881 Eckersley	Frontyard	No	40	3	7	Poor	Has been topped.
64	Apple	6881 Eckersley	Backyard	No	32	2	7	Fair	No apparent defects
65	Western Red Cedar	6881 Eckersley	Backyard	No	45	2	15	Poor	Top dead
66	Western Red Cedar	6881 Eckersley	Backyard	No	30	2	10	Dead	Dead
67	Western Red Cedar	6881 Eckersley	Backyard	No	20	2	13	Dead	Dead
68	Western Red Cedar	6881 Eckersley	Backyard	No	35	4	15	Fair	Has been topped multiple times
69	Western Red Cedar	6881 Eckersley	Backyard	No	40	4	15	Fair	Has been topped multiple times
70	Western Red Cedar	6881 Eckersley	Backyard	No	28	4	15	Fair	Has been topped multiple times
71	Western Red Cedar	6881 Eckersley	Backyard	No	32	4	15	Fair	Has been topped multiple times
72	Western Red Cedar	6881 Eckersley	Backyard	No	42	4	15	Fair	Has been topped multiple times
73	Western Red Cedar	6881 Eckersley	Backyard	No	40	4	15	Fair	Has been topped multiple times
74	Western Red Cedar	6831 Eckersley	Frontyard	No	35	2.5	12	Good	Hedge
75	Western Red Cedar	6831 Eckersley	Frontyard	No	28	2.5	12	Good	Hedge
76	Western Red Cedar	6831 Eckersley	Frontyard	No	25	2.5	12	Good	Hedge
77	Western Red Cedar	6831 Eckersley	Frontyard	No	30	2.5	12	Good	Hedge
78	Western Red Cedar	6831 Eckersley	Frontyard	No	25	2.5	12	Good	Hedge
79	Western Red Cedar	6831 Eckersley	Frontyard	No	22	2.5	12	Good	Hedge
80	Western Red Cedar	6831 Eckersley	Frontyard	No	35	2.5	12	Good	Hedge
81	English Walnut	6831 Eckersley	Side Yard along Anderson Rd	No	50	10	20	Good	Good has been pruned from power lines
82	English Walnut	6831 Eckersley	Side Yard along Anderson Rd	No	48	10	17	Good	Good has been pruned from power lines

Froggers Creek Tree Consultants Ltd.

#	Type	House Address	Location	On City Property	Stem diameter cm	Crown Radius m	Height m	Health	Structure
83	Western Red Cedar	6831 Eckersley	Side Yard along Anderson Rd	No	18	2	7	Good	Hedge
84	Western Red Cedar	6831 Eckersley	Side Yard along Anderson Rd	No	19	2	7	Good	Hedge
85	Western Red Cedar	6831 Eckersley	Side Yard along Anderson Rd	No	20	2	7	Good	Hedge
86	Western Red Cedar	6831 Eckersley	Side Yard along Anderson Rd	No	20	2	7	Good	Hedge
87	Western Red Cedar	6831 Eckersley	Side Yard along Anderson Rd	No	15	2	7	Good	Hedge
88	Western Red Cedar	6831 Eckersley	Side Yard along Anderson Rd	No	20	2	7	Good	Hedge
89	Western Red Cedar	6831 Eckersley	Side Yard along Anderson Rd	No	20	2	7	Good	Hedge
90	Western Red Cedar	6831 Eckersley	Side Yard along Anderson Rd	No	21	2	7	Good	Hedge
91	Western Red Cedar	6831 Eckersley	Side Yard along Anderson Rd	No	18	2	7	Good	Hedge
92	Western Red Cedar	6831 Eckersley	Side Yard along Anderson Rd	No	18	2	7	Good	Hedge
93	Western Red Cedar	6831 Eckersley	Side Yard along Anderson Rd	No	28	2	7	Good	Hedge
94	Western Red Cedar	6831 Eckersley	Side Yard along Anderson Rd	No	25	2	7	Good	Hedge
95	Western Red Cedar	6831 Eckersley	Side Yard along Anderson Rd	No	35	2	7	Good	Hedge
96	Western Red Cedar	6831 Eckersley	Side Yard along Anderson Rd	No	26	2	7	Good	Hedge
97	Willow	6831 Eckersley	Backyard	No	15	1	5	Good	No apparent defects
98	English Laurel	8411 Anderson	Frontyard	No	22	3	5	Good	Multi-stemmed



Froggers Creek Tree Consultants Ltd.

#	Type	House Address	Location	On City Property	Stem diameter cm	Crown Radius m	Height m	Health	Structure
99	Blue Spruce	8411 Anderson	Frontyard	No	18	1	5	Fair	Topped for power lines
100	Blue Spruce	8411 Anderson	Frontyard	No	23	2	5	Fair	Topped for power lines
101	Blue Spruce	8411 Anderson	Frontyard	No	25	2	5	Fair	Topped for power lines
102	Blue Spruce	8411 Anderson	Frontyard	No	13	1	5	Fair	Topped for power lines
103	Hinoki Cypress	8411 Anderson	Frontyard	No	20	1	3	Good	No apparent defects
104	Scots Pine	8371 Anderson	Frontyard	No	47	4	13	Good	No apparent defects
105	Pyramid Cedar	8371 Anderson	Frontyard	No	20	1	5	Fair-poor	No apparent defects
106	Pyramid Cedar	8371 Anderson	Frontyard	No	20	1	8	Good	No apparent defects
107	Pyramid Cedar	8371 Anderson	Frontyard	No	20	1	8	Good	No apparent defects
108	Purple Plum	6820 Cooney	Frontyard	No	35	3	12	Fair	No apparent defects
109	Paper Birch	6820 Cooney	Frontyard	No	32	3	10	Fair	Topped for power lines
110	Lawson Cypress	6800 Cooney	Frontyard	Yes	40	2	13	Fair	Multi-stemmed
111	Lawson Cypress	6800 Cooney	Frontyard	Yes	30	2	12	Fair	Multi-stemmed
112	Lawson Cypress	6800 Cooney	Frontyard	Yes	22	2	8	Fair-poor	Multi-stemmed
113	Apple	6820 Cooney	Backyard	No	17	1	4	Fair-poor	No apparent defects
114	Blue Spruce	6800 Cooney	Backyard	No	40	5	17	Fair	No apparent defects
115	Apple	6780 Cooney	Backyard	No	30	3	5	Fair-poor	Poor leaning
116	Apple	6780 Cooney	Backyard	No	20	1	7	Fair-poor	No apparent defects
117	European Weeping Birch	6780 Cooney	Backyard	No	25	3	15	Fair	Leaning a bit
118	Douglas Fir	6780 Cooney	Backyard	No	75	6	18	Good	Has been topped multiple times
119	Lawson Cypress	6780 Cooney	Frontyard	No	30	3	7	Fair	Topped for power lines
120	Lawson Cypress	6780 Cooney	Frontyard	No	28	3	7	Fair	Topped for power lines

Froggers Creek Tree Consultants Ltd.

#	Type	House Address	Location	On City Property	Stem diameter cm	Crown Radius m	Height m	Health	Structure
121	English Holly	6780 Cooney	Frontyard	No	20	2	7	Good	No apparent defects
122	Cherry	6780 Cooney	Frontyard	No	25	2	7	Fair-poor	Has been topped.
123	Cherry	6780 Cooney	Frontyard	No	19	2	7	Fair-poor	Has been topped.
124	Japanese Maple	6760 Cooney	Frontyard	No	28	2	6	Fair	Decay in stem
125	Pyramid Cedar	6760 Cooney	Frontyard	No	10	1	7	Fair	Part of a larger hedge
126	Pyramid Cedar	6760 Cooney	Frontyard	No	11	1	7	Fair	Part of a larger hedge
127	Pyramid Cedar	6760 Cooney	Frontyard	No	12	1	7	Fair	Part of a larger hedge
128	Lawson Cypress	6760 Cooney	Frontyard	No	18	2	7	Fair	No apparent defects
129	Lawson Cypress	6760 Cooney	Frontyard	No	20	2	7	Fair	No apparent defects
130	Lawson Cypress	6760 Cooney	Frontyard	No	22	2	7	Fair	No apparent defects
131	Douglas Fir	6780 Cooney	Backyard	No	50	8	20	Fair-poor	Has been topped multiple times
132	Western Red Cedar	6820 Cooney	Frontyard	No	10	1	7	Good	Hedge
133	Western Red Cedar	6820 Cooney	Frontyard	No	12	1	7	Good	Hedge
134	Western Red Cedar	6820 Cooney	Frontyard	No	15	1	7	Good	Hedge

## **Rezoning Considerations**

6760, 6780, 6800, 6820 Cooney Road, 8371, 8411 Anderson Road and  
6771, 6811, 6831 Eckersley Road  
**RZ 06-322803**

Prior to final adoption of Zoning Amendment Bylaw 8316, the developer is required to complete the following:

1. The site is affected by Airport Noise Contours, the development is required to register a covenant to disclose noise restrictions and to engage an acoustical consultant;
2. In accordance with the City's Flood Management Strategy, the applicant is required to register a Flood Indemnification Covenant on title referencing the minimum habitable elevation for the area, which is 0.9 m (geodetic);
3. Substantiation of concurrence for the removal of off-site trees. The Cherry tree at 6740 Cooney Road, the Douglas Fir at 6751 Eckersley Road, and the Lawson Cypress at 6751 Eckersley Road will be impacted by development on the subject site and are identified for removal. Removal of off-site trees are to be included in the 2:1 replacement ratio in the landscaping plans;
4. \$18,000 for the compensation of the removal of 18 City trees at the current rate of \$500 per tree and compliance with the 2:1 replacement ratio.
5. Process a Development Permit application to a satisfactory level as determined by the Director of Development, which includes substantiating tree replacement at a 2:1 ratio or otherwise complying with the requirements of tree replacement as required by the Official Community Plan (OCP);
6. Registration of a Housing Agreement to :
  - a. Secure a Housing Agreement registered on the units on the first two residential levels of the Opal building (twelve (12) one-bedroom units and one (1) two-bedroom unit), which references a maximum rental rate in accordance with the Affordable Housing Strategy-Interim Strategy, which identifies \$37,700 as the maximum annual household income threshold for low end of market rental units corresponding to a monthly maximum rent of no greater than \$943/monthly. A 25 year term from the date of strata title registration is to be established. Ownership of the units is to be retained as a single block;
  - b. Secure a Housing Agreement registered on the remaining 22 units (18 one-bedroom and four (4) two-bedroom) securing the units as market rental units for a 25 year period from the date of strata title registration. Individual ownership of the units is permitted; however, an unit is not permitted to be occupied by an owner; and

- c. Specify that the rental units are constructed in advance of any units on-site being occupied.
7. Registration of a legal agreement on Title to ensure the occupants of the rental units, subject to the Housing Agreement referenced in #6, enjoy full and unlimited access and use of the indoor amenity space provided on-site;
8. City acceptance of a voluntary contribution by the applicant of \$101,093 to public art and execution of a legal agreement confirming the terms of the contribution and provision of the public art;
9. Registration of a legal agreement on title requiring that tandem parking stalls are assigned to a single dwelling unit;
10. City acceptance of a voluntary contribution by the applicant of \$919,897 during the 2008 calendar year, or 29.6% of the total cost of acquisition of 6720 Cooney and 6711 Eckersley Road, including dedication of these two lots as "Park Road" and its construction between Cooney Road and Eckersley Road at a rate reflective of current year costs subject to the satisfaction of the Director of Transportation. Execution of a legal agreement confirming the terms of the contribution is required;
11. Consolidation of the subject properties;
12. Road dedication is required along the full length of Cooney Road, starting as 4m width at Anderson, tapering down to 2.4m at the north edge of 6760 Cooney. A 4m x 4m corner cut at Anderson Road and Eckersley Road is also required.
13. The existing sanitary sewer, which currently runs north-south through the centre of this proposed development site is to be relocated, with the running line redirected east out to Eckersley Road via the Servicing Agreement. The existing ROW (Plan44271 – Ref. J87134E) over the development parcel, which contained this sanitary system, is to be discharged.
14. Registration of a new Rights of Way for the relocated sanitary sewer, plus any other Rights of Ways determined as necessary via the Servicing Agreement design and review process.
15. Contribution towards Downstream Consortium Upgrades, per agreement with Owner's representative in March 2006:
  - a. \$260,000 for storm sewer; and
  - b. \$122,492 for sanitary sewer

**Total: \$382,492**
16. Enter into the City's standard Servicing Agreement to design and construct comprehensive offsite works. Most works are at the developer's sole cost; some credits for Development Cost Charges are available, for area waterworks and specific sanitary sewer works on Anderson Road. Works include, but are not limited to:
  - a. Watermains: The current water pressure is below minimum requirements on all three frontages. The City's Engineering Department concurs with the developer's consultants' analysis recommendations (letter dated January 22, 2008), to replace

and upsize watermain on Cooney Road, Anderson Road and Eckersley Road. Specifically, this means new 200 mm diameter watermain, replacing existing 150 mm AC watermain on both Cooney Road and Eckersley Road, from Anderson Road to Park Road and on Anderson Road, and from Cooney Road to Eckersley Road. The improvements are to include a new 300 mm diameter watermain on Cooney Road from Granville Avenue to Anderson Road. Currently (January 22, 2008), Servicing Agreement design review is taking place for off-site improvements for 8400 Anderson Road (SA07-369741), which includes new watermain on Cooney Road from Granville Avenue to Anderson Road, and on Anderson Road from Cooney Road to Eckersley Road. Any opportunities for cost sharing or joint upgrades is the sole responsibility of the two developers.

- b. **Cooney Road:** The curb and gutter is to remain in place, with the existing sidewalk removed. A new 2 m wide concrete sidewalk is to be poured against the new property line, with the balance of area (5m +) to be a grass and treed boulevard. The trees on Cooney Road are to be Magnolias and planted 0.75m from the new sidewalk (ultimate boulevard to be 1.5m). The new streetlights are to be City Centre Type Luminaire poles (L12.3) with banner arms and receptacles, and without pedestrian luminaires, flowerpot holders. The current 150mm and 300mm diameter storm sewer is to be upgraded "manhole-to-manhole" to a minimum of 600mm diameter or larger if determined by the developer's engineer. There is a current manhole about mid lot of the most northerly Cooney lot (6760); that manhole can be replaced with a new manhole at the north edge of 6760 to meet the design criteria. Per the Capacity Analysis comments above, a new 375mm diameter sanitary sewer system is required along Cooney, from Park Road to Anderson Road. The utility pole line across the development frontage is to be undergrounded.
- c. **Anderson Road:** For both Anderson Road and Eckersley Road, a Benkelman beam test or other method approved by our Engineering Department, is required to determine the strength of these existing roads. Should either existing road "fail", then full half road construction is required, but likewise, if the road is acceptable, then only road widening is required with appropriate overlays as determined by the developer's engineer. Once the Park Road "Extension" opens between Cooney Road and Eckersley Road, this corresponding leg of Anderson Road is to be converted into a pedestrian friendly Emergency Access with no through vehicular movement. Anderson's interim travel width is to be 7.0m, and is still to be constructed as a functioning street, with the south edge being established via SA07-369741. Behind the new curb and gutter is a 2m grass and treed boulevard. The tree species for Anderson is still to be determined. The streetlights are to be Type I Decorative Luminaire Poles (L12.5), painted black. Behind this boulevard a new 2m concrete sidewalk is to be poured, with a 1.5m second grass and treed boulevard between the sidewalk and the property line. The watermain is being replaced/upgraded currently via SA07-369741 for the corresponding frontage of this site along Anderson Road, with that developer having entered into a Servicing Agreement with the City, however the design is not yet approved. The west portion of Anderson Road currently has undersized storm sewer with the east portion still open ditch. Upgrade and installation of a

minimum 600mm diameter storm system is required. Per the Capacity Analysis comments, a new 375mm diameter sanitary sewer system is required opposite 8371 Anderson from SMH867 to SMH866. Note: the City will be constructing the upgraded 525mm diameter system from SMH866, east to the Pump Station along Anderson (this includes frontages of 8411 Anderson Road and 6831 Eckersley Road) using Consortium monies via the 2008 Capital Budget.

- d. Eckersley Road: See Anderson Road comments above for the road testing criteria and determining road widening versus half road reconstruction. The ultimate width of Eckersley Road is to be 11.2m. Behind the new curb and gutter is a 2.75m wide grass and treed boulevard (trees to be Honey Locust) with Type I Decorative Luminaire Poles (L12.5), painted back with a 2m concrete sidewalk at the property line. The existing ditch must be replaced by establishing a storm sewer system to a minimum of 600mm diameter. The corner of Eckersley Road and Anderson Road is a high point for the storm system design. Traffic calming is required at Eckersley Road/Anderson Road using bulges; Engineering Transportation is to determine the exact requirements. There is currently a sanitary sewer design from another development application located north of the subject site (SA07-370783) being reviewed by Staff. The design proposes a new 525mm diameter line running by this development site, connecting at SMH865. As of this writing, the developer has yet to enter into a Servicing Agreement with the City and the design is not yet approved. Should the above referenced application's works precede this development, then a Latecomers fee would be payable to the City to compensate that developer; however, should they have not have proceeded, then KKBL No 430 Ventures would be responsible for design and construction of the 525mm sanitary sewer upgrades across their frontage as part of the Servicing Agreement. The existing sanitary sewer line through the development site is being cut off by the KKBL development. Realignment, routing the sanitary sewer east, along the north edge of 6771 Eckersley in a 6m ROW, connecting to the new sanitary sewer line on Eckersley Road is required.

Prior to issuance of a Building Permit, the developer is required to complete the following:

- A construction parking and traffic management plan to be provided to the satisfaction of the Transportation Department (<http://www.richmond.ca/services/ttp/special.htm>);
- Incorporation of accessibility measures for aging in place in Building Permit drawings for all units including level handles for doors and faucets and blocking in all washroom walls to facilitate future potential installation of grab bars/handrails.
- The applicant is to provide an acoustical report by a registered professional, qualified in acoustics, that the building design includes sufficient noise mitigation elements to ensure compliance with the standards set out in Section 5.4 Noise Management of the Richmond Official Community Plan (OCP).
- The applicant is required to obtain a Building Permit and any other required City approval prior to erecting any construction hoarding.

*All legal agreement are to be to the satisfaction of the City Solicitor and fully, where applicable, registered on title prior to the issuance Rezoning Bylaw.*

[Signed original on file]

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Signed

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Date





**Richmond Zoning and Development Bylaw 5300  
Amendment Bylaw 8316 (RZ 06-322803)  
6760, 6780, 6800, 6820 COONEY ROAD, 8371, 8411 ANDERSON ROAD, 6771,  
6811, 6831 ECKERSLEY ROAD**

The Council of the City of Richmond, in open meeting assembled, enacts the following:

1. Richmond Zoning and Development Bylaw 5300 is amended by inserting as Section 291.195 thereof the following:

**"COMPREHENSIVE DEVELOPMENT DISTRICT (CD/195)**

The intent of this zoning district is to accommodate multiple family dwellings within the City Centre.

**291.195.1 PERMITTED USES**

**RESIDENTIAL**, limited to **Townhouses** and **Multiple-Family Dwellings**;  
**BOARDING & LODGING**, limited to two persons per dwelling unit;  
**HOME OCCUPATION**;  
**COMMUNITY USE**;  
**ACCESSORY USES, BUILDINGS & STRUCTURES**, but excluding **secondary suites**.

**291.195.2 PERMITTED DENSITY**

.01 Subject to subsection .03, herein, the maximum **Floor Area Ratio** shall be: 2.0 plus

- (a) an additional 0.1 **Floor Area Ratio** is permitted provided that it is entirely **used** to accommodate **Amenity Space**.

.02 Despite section 291.195.2.01, the reference to "2.0" in relation to the maximum **Floor Area Ratio** is increased to a higher density of "2.3" if prior to first occupancy of the **building**, the owner provides in the **building** not less than:

- (a) 35 **affordable housing units** and the owner has entered into a **housing agreement** with the City and registered the **housing agreement** against title to the **lot**, and filed a notice, in the **Land Title Office**.



.03 For the purpose of this subsection, **Floor Area Ratio** excludes the following:

- (a) **buildings** or portions of a **building** that are **used** exclusively for off-street parking & loading, bicycle storage, unenclosed balconies, or garbage & recycling facilities; and
- (b) common mechanical and electrical storage rooms, provided that the total floor area of these facilities does not exceed 290 m<sup>2</sup> (3,125 ft<sup>2</sup>).

#### 291.195.3 **MAXIMUM LOT COVERAGE**

.01 **Maximum Lot Coverage:** 38%

#### 291.195.4 **MINIMUM SETBACKS FROM PROPERTY LINES**

.01 **Public Road Setback:**

- (a) Cooney Road: 3.5 m (11.4 ft);
- (b) Anderson Road: 4.4 m (14.4 ft);
- (c) Eckersley Road: 3.5 m (11.4 ft).

.02 **Side & Rear Yards:** 4.0 m (13.1 ft).

.03 A parking **structure** may project into the **public road** and/or **side & rear yards** setback(s), but shall be no closer to a **public road** than 2 m (6.5 ft). Such encroachments must be landscaped or screened by a combination of trees, shrubs, ornamental plants or lawn as specified by a Development Permit approved by the City.

#### 291.195.5 **MAXIMUM HEIGHTS**

.01 **Buildings:** 45 m geodetic.

.02 **Accessory Buildings & Structures:** 8 m (26 ft).

#### 291.195.6 **OFF-STREET PARKING AND LOADING**

.01 Off-street parking shall be provided in accordance with Division 400 of the Richmond Zoning and Development Bylaw 5300, except that:

- (a) Off-street parking shall be provided at the rate of:
  - i. 1.2 spaces per **dwelling unit**; and
  - ii. 1.0 space per **affordable housing unit** subject to a **housing agreement**, that identifies a maximum permitted rental rate, with the City and where the **housing agreement** is registered against title to the lot, and filed a notice, in the **Land Title Office**.

- (b) Where two parking spaces are intended to be **used** by the residents of a single **dwelling unit** they may be provided in a tandem arrangement with one parking space located behind the other and, typically, both spaces set perpendicular to the adjacent manoeuvring aisle.

## 291.195.7 **SIGNAGE**

- .01 Signage must comply with the City of Richmond's Sign Bylaw No. 5560, as amended, as it applies to development in the "High-Density Residential District (R4)".
2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning and Development Bylaw 5300, is amended by repealing the existing zoning designation of the following areas and by designating it **COMPREHENSIVE DEVELOPMENT DISTRICT (CD/195)**.

P.I.D. 008-207-151

Lot 69 Section 9 Block 4 North Range 6 West New Westminster District Plan 18292

P.I.D. 010-350-802

Lot 68 Section 9 Block 4 North Range 6 West New Westminster District Plan 18292

P.I.D. 010-181-377

Lot 23 Section 9 Block 4 North Range 6 West New Westminster District Plan 16523

P.I.D. 003-996-531

Lot 22 Section 9 Block 4 North Range 6 West New Westminster District Plan 16523

P.I.D. 004-080-131

Lot 53 Section 9 Block 4 North Range 6 West New Westminster District Plan 16523

P.I.D. 010-181-644

Lot 52 Section 9 Block 4 North Range 6 West New Westminster District Plan 16523

P.I.D. 010-181-610

Lot 51 Section 9 Block 4 North Range 6 West New Westminster District Plan 16523

P.I.D. 003-415-376

Lot 50 Section 9 Block 4 North Range 6 West New Westminster District Plan 16523

P.I.D. 004-898-699

Lot 49 Section 9 Block 4 North Range 6 West New Westminster District Plan 16523

- CORPORATE OFFICER

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 



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**Richmond Zoning and Development Bylaw 5300  
Amendment Bylaw 8327**

The Council of the City of Richmond enacts as follows:

1. Richmond Zoning and Development Bylaw 5300 Division 100 is amended at Section 104 by adding the following definitions in alphabetical sequence:

- **Affordable Housing Reserve**

**"Affordable Housing Reserve"** means collectively the statutory Capital Reserve Fund created by *Reserve Fund Establishment Bylaw No. 7812* and Operating Reserve Fund created by *Affordable Housing Reserve Fund Establishment Bylaw No. 8206*.

- **Affordable Housing Unit**

**"Affordable Housing Unit"** means a **dwelling unit** that is subject to a **housing agreement**, and without limitation includes a **secondary suite** that is subject to a **housing agreement**.

- **Housing Agreement**

**"Housing Agreement"** means an agreement between the owner of a **lot** and the City under Section 905 of the *Local Government Act* and a covenant granted by the owner to the City under Section 219 of the *Land Title Act*, in the form and substantially with the content of the "Housing Agreement" document attached as Schedule A to DIVISION 200.

- **Land Title Office**

**"Land Title Office"** means the New Westminster Land Title Office or its successor.

2. Section 201 of Division 200 is amended by adding the following subsections:

- .11 **Affordable Housing Reserve**

If an owner under DIVISION 200 and Section 904 of the *Local Government Act* elects to pay an amount into the **affordable housing reserve**:

- 70 per cent of the amount will be deposited to the capital reserve fund created by *Reserve Fund Establishment Bylaw No. 7812*; and

- 30 per cent of the amount will be deposited to the operating reserve fund created by *Affordable Housing Operating Reserve Fund Establishment Bylaw No. 8206*.

The City may only use these funds for the provision of affordable housing and the number, kinds, and extent of the affordable housing described in Schedule B to DIVISION 200.

3. DIVISION 200 is further amended by adding Schedules A and B, attached to and forming part of this Bylaw, as Schedules A and B to DIVISION 200.
4. This Bylaw may be cited as "**Richmond Zoning and Development Bylaw 5300, Amendment Bylaw 8327**".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

CITY OF RICHMOND
APPROVED for content by originating dept <i>HL</i>
APPROVED for legality by Solicitor <i>MCB</i>

**Attachment A to Bylaw 8327**

**SCHEDULE A TO DIVISION 200**

**HOUSING AGREEMENT**

**Standard Charge Terms under Section 235, *Land Title Act***

**FILED BY:** Corporation of City of Richmond

**STANDARD HOUSING AGREEMENT, 219 COVENANT, RENT CHARGE,  
INDEMNITY AND OPTION TO PURCHASE**

The following standard charge terms will be incorporated by reference in every Section 219 covenant and housing agreement in which the set is referred to by its filing number as provided by Section 235 of the *Land Title Act*.

**GIVEN THAT:**

- A. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Corporation of the City of Richmond (the "City") in respect of the use of land or construction on land;
- B. The Owner (hereinafter defined) is the registered and beneficial owner of the Land (hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement to provide for affordable housing on the terms and conditions set out in this Agreement, and this Agreement is both a covenant under Section 219 of the *Land Title Act* and a housing agreement under Section 905 of the *Local Government Act*,

In consideration of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows and in accordance with Section 219 of the *Land Title Act*:

**PART I – DEFINITIONS**

- 1. In this Agreement the following words have the following meanings:
  - (a) "Affordable Housing Unit" means a Dwelling Unit designated as such in accordance with Part II herein to be used and occupied in accordance with this Agreement;
  - (b) "Agreement" means these standard charge terms together with the General Instrument (hereinafter defined);
  - (c) "CPI" means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function, where Occupancy Year (hereinafter defined) = 100;
  - (d) "Daily Amount" means \$100.00 per day as of December 31, 2007 adjusted thereafter by an amount determined by multiplying \$100.00 by the percentage

change in the CPI since December 31, 2007 to January 1 of the year that a written notice is delivered to the owner by the City pursuant to Section 14 herein;

- (e) "Dispose" means to transfer by any method, and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, license, rent or sublet, divest, release, and agree to do any of those things;
- (f) "Dwelling Units" means all residential dwelling units located or to be located on the Land whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, into which ownership or right of possession or occupation of the Land may be Subdivided (hereinafter defined) and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan;
- (g) "Eligible Tenant" means, subject to Section 3, a Family having an annual income of \$37,700 or less, except that the reference to \$37,700 is deemed to be increased by the CPI in respect of each calendar year commencing January 1, 2008;
- (h) "Family" has the meaning given in Section 104 of Richmond Zoning and Development Bylaw 5300, as amended;
- (i) "General Instrument" means the Form C under the Land Title (Transfer Forms) Regulations, as amended, and all schedules and addenda to the Form C charging the Land and citing these Standard Charge Terms;
- (j) "Gross Floor Area" means the habitable gross floor area of each Affordable Housing Unit and includes enclosed sunrooms but does not include crawl spaces, open patios, open balconies or parking spaces. If the Affordable Housing Unit is a strata lot as defined by the *Strata Property Act*, the gross floor area measurements will be based on the gross floor area shown corresponding to the Affordable Housing Unit on the strata plan filed in the LTO in respect of the Land. If the Affordable Housing Unit is not a strata lot as defined by the *Strata Property Act*, the gross floor area measurements will be made in accordance with the procedure for determining gross floor area set out in the *Strata Property Act* as if the Affordable Housing Unit were a strata lot;
- (k) "Interest" means the property interest of the Owner in an Affordable Housing Unit;
- (l) "Land" means the land described in Item 2 of the General Instrument and any part, including a building or a portion of a building, into which said land is Subdivided;
- (m) "LTO" means the New Westminster Land Title Office or its successor;
- (n) "Occupancy Year" means the calendar year in which the City conducts the final inspection under the then applicable *British Columbia Building Code* in respect of an Affordable Housing Unit;
- (o) "Original Rent" means:
  - i) \$500.00 a month for a bachelor suite (e.g., for eligible tenant having an annual income of \$23,000 or less);

- ii) \$625.00 a month for a one bedroom suite (e.g., for eligible tenant having an annual income of \$28,000 or less;
  - iii) \$750.00 a month for a two bedroom suite (e.g., for eligible tenant having an annual income of \$33,000 or less); and
  - iv) \$943.00 a month for a three bedroom suite (e.g., for eligible tenant having an annual income of \$37,700 or less).
- (p) "Owner" means the Transferor described in the General Instrument and any subsequent owner of the Land or of any part into which the Land is Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
  - (q) "Prime Rate" means the annual rate of interest, expressed as a percentage, used as a reference rate by the Royal Bank of Canada at its main branch in Vancouver, British Columbia for Canadian dollar loans and designated by the Royal Bank of Canada from time to time as its prime rate;
  - (r) "Subdivide" means to divide, apportion, consolidate or subdivide the Land, or the ownership or right to possession or occupation of the Land into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative units" or "shared interests in land" as defined in the *Real Estate Act*;
  - (s) "Tenancy Agreement" means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit in accordance with the terms of this agreement; and
  - (t) "Tenant" means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

## **PART II - USE OF LAND AND CONSTRUCTION OF AFFORDABLE HOUSING UNITS**

### **2. The Owner covenants and agrees with the City that:**

- (a) the Land will not be developed and no building or structure will be constructed or used on the Land unless as part of the development, construction or use of any such building or structure, the Owner also designs and constructs to completion, in accordance with a building permit issued by the City and in accordance with any development permit issued by the City, at least the number of Affordable Housing Units on the Land specified in the General Instrument;
- (b) the Owner will meet or exceed the construction standards for Affordable Housing Units as specified by the City in its bylaws and any required building permits issued by the City in respect of development on the Land;
- (c) the Owner will at all times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, and orders of any authority having jurisdiction and without limiting the generality of the foregoing all bylaws of the City and all federal, provincial, municipal or local laws, statutes or ordinances



- relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws;
- (d) the Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be registered against title to the Land in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Land save and except those specifically approved in writing by the City Solicitor or in favour of the City, and that a notice under Section 905(5) of the *Local Government Act* will be filed on the title to the Land;
  - (e) the Owner will not apply for a building permit for any construction or development on the Land unless the proposed construction complies with the requirements of this Agreement;
  - (f) notwithstanding any other provision of any City enactment, the building in which the Affordable Housing Units are located will not be Subdivided. [DELETE THIS PARAGRAPH (f) FOR AFFORDABLE HOUSING UNITS IN APARTMENT BUILDINGS]
  - (g) the Owner may not sell or otherwise transfer the Affordable Housing Units separately.

### **PART III - USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS**

- 3. The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant, and the Owner further agrees that the number of individuals who permanently reside in the Affordable Housing Unit must be equal to or less than the number of individuals that the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant.
- 4. Within 30 days after receiving notice from the City, the Owner must in respect of each Affordable Housing Unit, deliver, or cause to be delivered, to the City statutory declarations, substantially in the forms attached as Appendices A and B, sworn by the Owner and Eligible Tenant respectively, containing all of the information required to complete the statutory declarations. The City may request these statutory declarations in respect of the Affordable Housing Unit no more than four times in any calendar year.
- 5. The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient of the request for information from the City to provide such information to the City.

### **PART IV – DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS**

- 6. The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.

7. The Owner must not rent or lease any Affordable Housing Unit except to an Eligible Tenant in accordance with Section 3 and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Original Rent, rounded to the nearest dollar. Subject always to the provisions of the *Residential Tenancy Act* (British Columbia), the Owner may increase the rent payable for the Affordable Housing Unit annually, beginning with the first anniversary of the final inspection of the Affordable Housing Unit, and thereafter on each successive anniversary date, by an amount determined by multiplying the rent payable for the Affordable Housing Unit at the time of the proposed rent increase by the percentage change in the CPI since the last anniversary date;
  - (c) the Owner will not require the Tenant to pay any extra charges or fees for use of any common property, limited common property, or other common area, or for sanitary sewer, storm sewer, water utilities, property taxes or strata fees. For clarity, this Section does not apply to cablevision, telephone, other telecommunications, gas utility or electricity utility fees or charges;
  - (d) the Owner will attach a copy of this Agreement to the Tenancy Agreement;
  - (e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this Agreement;
  - (f) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* if the Tenant uses or occupies, or allows use or occupation of, the Affordable Housing Unit in breach of the use or occupancy restrictions contained in this Agreement and, without limiting anything contained herein the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner, and the owner hereby agrees to terminate any tenancy, in situations where:
    - i. the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
    - ii. the Affordable Housing Unit is occupied by persons other than an Eligible Tenant;
    - iii. the annual income of an Eligible Tenant rises above the maximum amount specified in subsection I (g) as adjusted in accordance with the CPI;
    - iv. the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and
    - v. the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement;

- (g) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit, and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
  - (h) the Owner will deliver a copy of the Tenancy Agreement to the City upon demand.
8. The Owner will terminate any Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of an Affordable Housing Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act* (British Columbia).

#### **PART V - DEMOLITION OF AFFORDABLE HOUSING UNIT**

9. The Owner will not demolish an Affordable Housing Unit unless:
- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
  - (b) the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of their value above its foundations, as determined by the City in its sole discretion, and

a demolition permit for the Affordable Housing Unit has been issued by the City (unless the Building has, or the Dwelling Units have been destroyed by an accident, act of God, or sudden and unanticipated force) and the Affordable Housing Unit has been demolished under that permit.

Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Housing Agreement, and this Agreement will apply to the construction of any replacement Dwelling Unit to the same extent and in the same manner as those Sections apply to the construction of the original Dwelling Unit, and the Dwelling Unit must be approved by the City as an Affordable Housing Unit in accordance with this Agreement.

#### **PART VI – STRATA CORPORATION BYLAWS**

- 10. The Affordable Housing Units on the Lands will always be used to provide rental accommodation in accordance with this Agreement.
- 11. This Agreement will be binding upon all strata corporations created upon the strata title subdivision of the Lands or any subdivided parcel of the Lands.
- 12. Any strata corporation bylaw which prevents, restricts or abridges the right to use the Lands and the buildings thereon from time to time as rental accommodation, will have no force and effect.
- 13. The strata corporation will not pass any bylaws preventing, restricting or abridging the use of the Lands and the buildings thereon from time to time as rental accommodation.

**PART VII - DEFAULT AND REMEDIES**

14. The Owner acknowledges that the City requires Affordable Housing to retain family units in the City, retain the historical sense of community, and attract Eligible Tenants to work for businesses in the community and that these businesses may generate tax and other revenue for the City and economic growth for the community. The Owner therefore agrees that, in addition to any other remedies available to the City under this Agreement or at law or equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the Owner will pay, as a rent charge under Section 15, the Daily Amount to the City for every day that the breach continues after 10 days written notice from the City to the Owner stating the particulars of the breach. The Daily Amount is increased on January 1 of each year by an amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase in the CPI between that previous January 1 and the immediately preceding December 31. The Daily Amount is due and payable 5 business days following receipt by the Owner of an invoice from the City for the same.
15. The Owner hereby grants to the City a rent charge under Sections 14 and 15 and under Section 219 of the *Land Title Act* (British Columbia), and at common law, securing payment by the Owner to the City of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the City, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the City in law or in equity.

**PART VIII – OPTION [DELETE PART VIII FOR SECONDARY SUITES IN SINGLE FAMILY ZONES]**

16. In consideration of the sum of \$10.00 (Ten) dollars now paid by the City to the Owner and other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges), the Owner hereby grants to the City an exclusive and irrevocable Option to Purchase (the “Option”) the **Affordable Housing Unit** for the sum of \$10.00, not including GST, if any, (the “Purchase Price”) and on the terms and conditions of this Agreement, free from all liens, charges and encumbrances except:
  - (a) existing reservations, conditions and exceptions contained in the original Crown Grant or in any other grant or disposition from the Crown;
  - (b) any easements, rights of way, covenants or other non-financial encumbrances registered against the **Affordable Housing Unit**, provided they were approved in advance by the City,  
(collectively the “Permitted Encumbrances”).
17. Subject to Section 18, the Option may be exercised by the City at any time by the City giving written notice to the Owner in the manner set out in this Agreement for the giving of notices.

18. The Parties acknowledge that the City may elect not to exercise the Option for any reason.
19. Upon the exercise of the Option by the City, a binding contract of purchase and sale will arise between the City and the Owner with respect to the **Affordable Housing Unit**.
20. The Contract arising from the exercise of the Option will be completed on a date (the "Completion Date") chosen by the City and the place of completion will be the Land Title Office.
21. The City will have vacant possession of the **Affordable Housing Unit** free from all financial liens, charges and encumbrances other than the Permitted Encumbrances on the Completion Date.
22. The City will be responsible for all taxes, rates, assessments and other charges and will be entitled to receive income, if any, relating to the **Affordable Housing Unit** from and including the Completion Date and all adjustments, both incoming and outgoing, of whatsoever nature will be made as of the Completion Date.
23. The **Affordable Housing Unit** will be at the Owner's risk until twelve o'clock noon on the Completion Date and thereafter at the City's risk. In the event of loss or damage occurring after the exercise of this Option but before the Completion Date whether the result of fire or any other cause, the City may cancel this Option.
24. The Owner will execute and deliver to the City at least ten days prior to the Completion Date a good and sufficient Form A Transfer in fee simple in registrable form (the "Transfer") conveying the **Affordable Housing Unit** to the City free and clear of all financial liens, charges and encumbrances except the Permitted Encumbrances. The Owner will also deliver to the City at least ten days prior to the Completion Date, instruments in registrable form sufficient to discharge all financial liens, charges and encumbrances (the "Discharges"), together with the cost of registering or filing such instruments together with the cost of registering or filing such instruments.
25. The City will cause the City's solicitors to prepare and present to the Owner or its solicitors the following closing documents to be executed by the Owner:
  - (a) the Transfer;
  - (b) the Vendor's Statement of Adjustments;
  - (c) such other appropriate documents and assurances as may be requisite in the opinion of the City Solicitor for more perfecting and absolutely transferring title to the **Affordable Housing Unit** to the City (collectively, the "Closing Documents").
26. Before the Closing Date, the Owner will deliver or cause its solicitors to deliver to the City Solicitor, the Closing Documents, all executed by the Owner and in registrable form, as applicable.
27. **Closing Procedure.** The conveyance of the **Affordable Housing Unit** by the Owner to the City will be completed in accordance with the following procedure:
  - (a) after receipt of the Closing Documents from the Owner, the City, at its own cost, will cause the City Solicitor to apply to register the Transfer and the Discharges in



the Land Title Office on the Completion Date, upon receipt of a satisfactory pre-index search of the **Affordable Housing Unit**;

- (b) forthwith following the filing referred to in section 27(a) and upon the City Solicitor being satisfied as to the City's title to the **Affordable Housing Unit** after conducting a post filing for registration check of the property index disclosing only the following:
  - i. the title number to the **Affordable Housing Unit**;
  - ii. Permitted Encumbrances;
  - iii. financial charges to be discharged; and
  - iv. pending number assigned to the Transfer;

the City will cause the City Solicitor to deliver to the Owner's solicitors a trust cheque for the adjusted Purchase Price for the **Affordable Housing Unit** and a signed GST declaration acceptable to the City Solicitor.

## **PART IX. - INTERPRETATION**

### **28. In this Agreement:**

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of Section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes Eligible Tenants, agents, officers and invitees of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and

- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

## **PART X - MISCELLANEOUS**

29. **Housing Agreement.** The Owner acknowledges and agrees that:
- (a) this Agreement constitutes a covenant under Section 219 of the *Land Title Act* and a housing agreement entered into under Section 905 of the *Local Government Act* (British Columbia);
  - (b) where an Affordable Housing Unit is a separate legal parcel the City may register this Agreement in the Land Title Office as a covenant and file a notice of housing agreement under Section 905 of the *Local Government Act* in the LTO against title to the Affordable Housing Unit and may note this Agreement on the Common Property Sheet; and
  - (c) where Affordable Housing Units are not separate legal parcels, or have not yet been constructed, or where the land has not yet been Subdivided to create the Affordable Housing Units, the City may register this Agreement in the Land Title Office as a covenant and file a notice of housing agreement under Section 905 of the *Local Government Act* in the LTO against title to the Land.
30. **Modification.** This Agreement may be modified or amended from time to time, by bylaw duly passed by the Council of the City, if it is signed by the City and a person who is the current registered owner of the Land.
31. **Management.** The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.
32. **Indemnity.** The Owner will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
  - (b) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Land or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or

- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.
33. **Release.** The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:
- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Land or any Affordable Housing Unit under this Agreement; and/or
  - (a) the exercise by the City of any of its rights under this Agreement or an enactment.
34. **Survival.** The obligations of the Owner set out in PARTS II, III, IV, V, VI and VII will survive termination of this Agreement.
35. **Municipalities Powers Unaffected.** This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Land;
  - (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
  - (c) affect or limit any enactment relating to the use or subdivision of the Land; or
  - (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
36. **Agreement for Benefit of City only.** The Owner and the City agree that:
- (a) this Agreement is entered into only for the benefit of the City;
  - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the Property, the Land or the building or any portion thereof, including any Affordable Housing Unit;
  - (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
37. **No Public Law Duty.** Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.
38. **Notice.** Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of Owner set out in the records at the LTO, and in the case of the City addressed:

To: Clerk, City of Richmond,



6911 No. 3 Road  
 Richmond BC V6Y 2C1  
 And to: Manager, Real Estate Services  
 City of Richmond  
 6911 No. 3 Road  
 Richmond BC V6Y 2C1  
 And to: [INSERT OWNER INFORMATION]

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

39. **Enuring Effect.** This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
40. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
41. **Waiver.** All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.
42. **Sole Agreement.** This Agreement, and any documents signed by the Owners contemplated by this Agreement, represent the whole agreement between the City and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement.
43. **Further Assurance.** Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.
44. **Covenant Runs with the Land.** This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
45. **Limitation on Owner's Obligations.** The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
46. **Equitable Remedies.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement or the Option and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement or the Option.

47. **No Joint Venture.** Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
48. **Applicable Law.** Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
49. **Deed and Contract.** By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

**Appendix A to Housing Agreement  
STATUTORY DECLARATION**

**CANADA**

)

**IN THE MATTER OF A  
HOUSING AGREEMENT WITH  
THE CITY OF RICHMOND  
("Housing Agreement")**

**PROVINCE OF BRITISH COLUMBIA**

)

)

)

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

1. I am the owner or authorized signatory of the owner of \_\_\_\_\_ (the "Affordable Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Housing Unit.
3. For the period from \_\_\_\_\_ to \_\_\_\_\_ the Affordable Housing Unit was occupied only by the Eligible Tenants (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

Names, addresses and phone numbers of Eligible Tenants:

4. The rent charged each month for the Affordable Housing Unit is as follows:
  - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$ \_\_\_\_\_ per month;
  - (b) the rent on the date of this statutory declaration: \$ \_\_\_\_\_; and
  - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$ \_\_\_\_\_.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.
6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

A Commissioner for Taking Affidavits in )  
the Province of British Columbia

**Appendix B to Housing Agreement  
STATUTORY DECLARATION**

CANADA	)	IN THE MATTER OF A
	)	HOUSING
PROVINCE OF BRITISH COLUMBIA	)	AGREEMENT WITH THE CITY
	)	OF RICHMOND
		("Housing Agreement")

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

1. I am the Eligible Tenant or authorized signatory of the Eligible Tenant of \_\_\_\_\_ (the "Affordable Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Housing Unit.
3. As of the date of my entering into a Tenancy Agreement in respect of the Affordable Housing Unit, my annual income was [insert amount] and the total annual income of all persons to be residing in the unit was [insert amount].
4. As of the date of this Statutory Declaration, my annual income was [insert amount] and the total annual income of all persons residing in the unit as of the date of this Statutory Declaration is [insert amount].
5. I acknowledge and agree to comply with the Housing Agreement, and other charges in favour of the City registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that to my knowledge the Owner has complied with the Owner's obligations under the Housing Agreement.
6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of )  
Richmond, in the Province of British )  
Columbia, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
A Commissioner for Taking Affidavits in )  
the Province of British Columbia

\_\_\_\_\_  
**DECLARANT**

**ATTACHMENT B TO BYLAW 8327**

**SCHEDULE A TO DIVISION 200**

The number, kind and extent of affordable housing provided by:

- (a) owners by way of:
  - i. **secondary suites or coach houses; or**
  - ii. **affordable housing units; or**
  - iii. **contributions to the affordable housing reserve;**
- (b) the City by applying the funds held under the **affordable housing reserve**, will be as set out in the April 16, 2007 Report to the Planning Committee entitled "Richmond Affordable Housing Strategy", a copy of which is on file in the office of the Corporate Officer.