



City Council

**Council Chambers, City Hall
6911 No. 3 Road**

**Monday, January 10, 2022
7:00 p.m.**

Pg. # ITEM

MINUTES

- CNCL-6** 1. *Motion to adopt the **minutes** of the Special Council meeting held on December 15, 2021,*

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AGENDA ADDITIONS & DELETIONS

COMMITTEE OF THE WHOLE

2. *Motion to resolve into Committee of the Whole to hear delegations on agenda items.*

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3. Delegations from the floor on Agenda items.

PLEASE NOTE THAT FOR LEGAL REASONS, DELEGATIONS ARE NOT PERMITTED ON ZONING OR OCP AMENDMENT BYLAWS WHICH ARE TO BE ADOPTED.

4. *Motion to rise and report.*

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RATIFICATION OF COMMITTEE ACTION

CONSENT AGENDA

PLEASE NOTE THAT ITEMS APPEARING ON THE CONSENT AGENDA WHICH PRESENT A CONFLICT OF INTEREST FOR COUNCIL MEMBERS MUST BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

RECOMMENDATIONS FROM COMMITTEE WILL APPEAR ON THE REVISED COUNCIL AGENDA, EITHER ON THE CONSENT AGENDA OR NON-CONSENT AGENDA DEPENDING ON THE OUTCOME AT COMMITTEE.

CONSENT AGENDA HIGHLIGHTS

- Receipt of Committee minutes
- Housekeeping Amendments For Parking (Off-Street) Regulation Bylaw No. 7403 and Consolidated Fees Bylaw No. 8636
- Land use applications for first reading (to be further considered at the Public Hearing on February 22, 2022):
 - 11320 Williams Road – Rezone from Single Detached (RS1/E) Zone to the Compact Single Detached (RC2) Zone (Habib Samari – applicant)
 - City Wide – Residential Rental Tenure Zoning to Preserve and Protect 60 Existing, Purpose-Built Rental Housing Sites (City of Richmond – applicant)

5. *Motion to adopt Items No. 6 through No. 10 by general consent.*



6. **COMMITTEE MINUTES**

That the minutes of:

CNCL-15 (1) *the **General Purposes Committee** meeting held on January 5, 2022;*

CNCL-18 (2) *the **Finance Committee** meeting held on January 5, 2022; and*

(3) *the **Planning Committee** meeting held on January 6, 2022 (distributed separately);*

be received for information.

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Consent
Agenda
Item

7. **HOUSEKEEPING AMENDMENTS FOR PARKING (OFF-STREET) REGULATION BYLAW NO. 7403 AND CONSOLIDATED FEES BYLAW NO. 8636**

(File Ref. No. 11-7000-01; 12-8060-20-010341/10342) (REDMS No. 6804655)

CNCL-21

See Page CNCL-21 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

That the following amendment bylaws are introduced and given first, second and third readings:

- (1) *Parking (Off Street) Regulation Bylaw No. 7403, Amendment Bylaw No. 10341; and*
- (2) *Consolidated Fees Bylaw 8636, Amendment Bylaw No. 10342.*

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Consent
Agenda
Item

8. **APPLICATION BY HABIB SAMARI FOR REZONING AT 11320 WILLIAMS ROAD FROM THE "SINGLE DETACHED (RS1/E)" ZONE TO THE "COMPACT SINGLE DETACHED (RC2)" ZONE**

(File Ref. No. RZ 21-930446; 12-8060-20-010303) (REDMS No. 6762896)

CNCL-30

See Page CNCL-30 for full report

PLANNING COMMITTEE RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10303, for the rezoning of 11320 Williams Road from the "Single Detached (RS1/E)" zone to the "Compact Single Detached (RC2)" zone, be introduced and given first reading.

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Council Agenda – Monday, January 10, 2022

Pg. # ITEM

Consent
Agenda
Item

9. **APPLICATION OF RESIDENTIAL RENTAL TENURE ZONING TO PRESERVE AND PROTECT 60 EXISTING, PURPOSE-BUILT RENTAL HOUSING SITES**

(File Ref. No. 08-4057-08) (REDMS No. 6762046)

CNCL-52

See Page CNCL-52 for full report

PLANNING COMMITTEE RECOMMENDATION

That Richmond Zoning Bylaw No. 8500 Amendment Bylaw No. 10014 (Residential Rental Tenure to Preserve and Protect Existing, Purpose-Built Rental Housing Sites) be introduced and given first reading.



CONSIDERATION OF MATTERS REMOVED FROM THE CONSENT AGENDA

NON-CONSENT AGENDA ITEMS

10. **APPLICATION BY CAO CONSTRUCTION FOR REZONING AT 6531 FRANCIS ROAD FROM THE "SINGLE DETACHED (RS1/E)" ZONE TO THE "ARTERIAL ROAD TWO-UNIT DWELLINGS (RDA)" ZONE**

(File Ref. No. RZ 19-878165; 12-8060-20-010332) (REDMS No. 6789491)

CNCL-84

See Page CNCL-84 for full report

PLANNING COMMITTEE RECOMMENDATION

Opposed: Cllr. Day

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10332, for the rezoning of 6531 Francis Road from the "Single Detached (RS 1/E)" zone to the "Arterial Road Two-Unit Dwellings (RDA)" zone, be introduced and given first reading.



PUBLIC ANNOUNCEMENTS AND EVENTS

NEW BUSINESS

BYLAWS FOR ADOPTION

- CNCL-108** Housing Agreement (3208 Carscallen Road) **Bylaw No. 10036**
Opposed at 1st/2nd/3rd Readings – None.

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- CNCL-133** Council Procedure Bylaw No. 7560, Amendment **Bylaw No. 10335**
Opposed at 1st/2nd/3rd Readings – None.

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ADJOURNMENT

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Special Council

Wednesday, December 15, 2021

Place: Council Chambers
Richmond City Hall

Present: Mayor Malcolm D. Brodie
Councillor Chak Au
Councillor Carol Day
Councillor Andy Hobbs
Councillor Alexa Loo
Councillor Bill McNulty
Councillor Linda McPhail
Councillor Harold Steves (by teleconference)
Councillor Michael Wolfe (by teleconference)

Corporate Officer – Claudia Jesson

Call to Order: Mayor Brodie called the meeting to order at 7:00 p.m.

RES NO. ITEM

MINUTES

- SP21/8-1 1. It was moved and seconded
That:
- (1) *the minutes of the Regular Council meeting held on December 6, 2021, be adopted as circulated; and*
 - (2) *the minutes of the Regular Council meeting for Public Hearings held on December 13, 2021, be adopted as circulated.*

CARRIED



Special Council
Wednesday, December 15, 2021

AGENDA ADDITIONS & DELETIONS

It was noted that Item No. 14 - Grease Management Program Update was removed from the agenda.

Mayor Brodie noted that since no members of the public were present at the meeting, a motion to resolve into Committee of the Whole to hear delegations from the floor on Agenda items and to rise and report (Items No. 2 to 4) would not be necessary.

CONSENT AGENDA

- SP21/8-2 5. It was moved and seconded
That Items No. 6 through No. 13 and Items No. 15 through No. 17 be adopted by general consent.

CARRIED

6. **COMMITTEE MINUTES**

That the minutes of:

- (1) *the Community Safety Committee meeting held on December 7, 2021;*
- (2) *the Planning Committee meeting held on December 9, 2021*
- (3) *the General Purposes Committee meeting held on December 13, 2021;*
- (4) *the Special Finance Committee meeting held on December 13, 2021;*
- (5) *the Public Works and Transportation Committee meeting held on December 14, 2021; and*
- (6) *the Parks, Recreation and Cultural Services Committee meeting held on December 14, 2021;*

be received for information.

ADOPTED ON CONSENT



Special Council
Wednesday, December 15, 2021

7. RESPONSE TO METRO VANCOUVER'S REFERRALS ABOUT AMENDMENTS TO THE METRO 2040 REGIONAL GROWTH STRATEGY PROPOSED BY THE CITY OF SURREY STAFF

(File Ref. No. 01-0157-30-RGST1; 01-0155-20-SURR1) (REDMS No. 6785424)

That staff be directed to convey to the Metro Vancouver Regional District Board the City of Richmond's comments on the three Metro 2040 amendments proposed by the City of Surrey, as described in the Metro Vancouver requests of November 10, 2021, specifically that the City of Richmond:

- (a) Has no objections to the proposal to amend the land use designation of 5510 – 180 Street from “Industrial” to “Mixed Employment” to accommodate a new Cloverdale Hospital;*
- (b) Has no objections to the proposal to amend the land use designation of 228 – 175A Street from “Mixed Employment” to “General Urban” to accommodate a mixed use development; and*
- (c) Objects to the proposed amendments for the area corresponding to the Revised Stage 1 South Campbell Heights Land Use Plan, in particular the extension of the Urban Containment Boundary.*

ADOPTED ON CONSENT

8. HOUSING NEEDS REPORT 2021

(File Ref. No. 08-4375-03) (REDMS No. 6729983)

- (1) That the staff report titled “Housing Needs Report 2021” dated October 15, 2021 from the Director, Policy Planning and Director, Community Social Development be received for information;*
- (2) That staff be directed to publish the Housing Needs Report on the City of Richmond website, as required by the British Columbia Local Government Act; and*
- (3) That staff be directed to share the Housing Needs Report with key stakeholders.*

ADOPTED ON CONSENT



Special Council
Wednesday, December 15, 2021

9. RENEWAL OF CONTRACT FOR PROGRAM REGISTRATION AND FACILITY BOOKING SYSTEM

(File Ref. No. 03-1000-05-300) (REDMS No. 6789897)

- (1) That Council approve the renewal of the contract with PerfectMind, Inc. for a five-year term beginning January 1, 2022 with a total contract value of \$995,000.00, exclusive of taxes as described in the report titled “Renewal of Contract for Program Registration and Facility Booking System” and dated from January 1, 2022 ; and*
- (2) That the Chief Administrative Officer and the Acting General Manager, Finance and Corporate Services be authorized to execute the renewal agreements with PerfectMind, Inc.*

ADOPTED ON CONSENT

10. METRO VANCOUVER’S PROPOSED AIR EMISSION REGULATION FOR CANNABIS PRODUCTION AND PROCESSING OPERATIONS UPDATE

(File Ref. No. 10-6175-02-01; 01-0157-01) (REDMS No. 6748357; 6774909)

- (1) That the comments regarding Metro Vancouver’s proposed regulation to manage emissions from cannabis production and processing operations outlined in the report titled “Metro Vancouver’s Proposed Air Emission Regulation for Cannabis Production and Processing Operations Update”, dated November 16, 2021, from the Director, Sustainability and District Energy, be endorsed and forwarded to Metro Vancouver; and*
- (2) That there be a further request adding an air monitoring station in Richmond.*

ADOPTED ON CONSENT

11. STEVESTON COMMUNITY CENTRE AND BRANCH LIBRARY LOAN AUTHORIZATION BYLAW NO. 10334

(File Ref. No. 12-8060-20-010334)(REDMS No. 679499; 6795360)

That the Steveston Community Centre and Branch Library Loan Authorization Bylaw No. 10334 be introduced and given first, second, and third readings.

ADOPTED ON CONSENT



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12. AWARD OF CONTRACT 6690Q: SUPPLY AND DELIVERY OF HYBRID AND/OR FULLY ELECTRIC CREW CAB PICKUP TRUCKS

(File Ref. No. 03-1000-20-6690Q) (REDMS No. 6782711)

That the acquisition of three (3) hybrid crew cab pickup trucks, and four (4) fully electric crew cab pickup trucks be approved in the total amount of \$541,583.95 as outlined in the staff report titled, "Award of Contract 6690Q: Supply and Delivery of Hybrid and/or Fully Electric Crew Cab Pickup Trucks", dated November 15, 2021, from the Interim Director, Public Works Operations, as follows:

- (1) A partial award value of Contract 6690Q for the supply and delivery of three (3) hybrid crew cab pickup trucks be awarded to Mainland Ford Ltd. in the total tendered amount of \$154,785.00, excluding outfitting, contingency and taxes; and*
- (2) The second portion of Contract 6690Q for the supply and delivery of four (4) fully electric crew cab pickup be awarded to Metro Motors Ltd. in the total tendered amount of \$325,200.00, excluding outfitting, contingency and taxes.*

ADOPTED ON CONSENT

13. AWARD OF CONTRACT 7248P - PROVISION OF JANITORIAL SERVICES FOR THE COMMUNITY SAFETY BUILDING AND CITY CENTRE COMMUNITY POLICE OFFICE

(File Ref. No. 03-1000-20-7248P) (REDMS No. 6779390)

- (1) That Contract 7248P - Provision of Janitorial Services for the Community Safety Building and City Centre Community Police Office be awarded to two contractors, for an aggregate contract value of \$1,625,613.44 for a three-year term, to 10647802 Canada Limited dba Dexterra Integrated Facilities Management (Dexterra) and Dynamic Facility Services Ltd.(Dynamic), as described in the report titled "Award of Contract 7248P - Provision of Janitorial Services for the Community Safety Building and City Centre Community Police Office", dated November 18, 2021 from the Director, Facilities and Project Development;*



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- (2) *That the Chief Administrative Officer and General Manager, Engineering and Public Works be authorized to extend the initial three-year term, up to the maximum total term of five years, for the maximum total amount of \$2,775,091.45, as described in the report titled "Award of Contract 7248P - Provision of Janitorial Services for the Community Safety Building and City Centre Community Police Office", dated November 18, 2021 from the Director, Facilities and Project Development; and*
- (3) *That the Chief Administrative Officer and General Manager, Engineering and Public Works be authorized to execute the contract and all related documentation with Dexterra and Dynamic.*

ADOPTED ON CONSENT

14. GREASE MANAGEMENT PROGRAM UPDATE

(File Ref. No. 10-6060-03-01) (REDMS No. 6762265)

Please see Page 1 for action on this item.

15. 2022 COMMUNITY MURAL PROGRAM PROJECTS

(File Ref. No. 11-7000-09-20-255) (REDMS No. 6782497; 6724576 v2; 6724611; 6783310)

- (1) *That the 2022 Community Mural Program Projects as presented in the staff report titled "2022 Community Mural Program Projects," dated November 10, 2021, from the Director, Arts, Culture and Heritage Services, be approved subject to the proposed 2022 Public Art Program capital budget being approved as part of the 2022 budget process and once the Consolidated 5-Year Financial Plan (2022-2026) is adopted by Council; and*
- (2) *That, as the City receives the expected monetary contribution from the community partners as described in the staff report titled "2022 Community Mural Program Projects," dated November 10, 2021, from the Director, Arts, Culture and Heritage Services, the Consolidated 5-Year Financial Plan (2022-2026) be amended accordingly.*

ADOPTED ON CONSENT



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16. COMMUNITY GARDENS PUBLIC CONSULTATION RESULTS UPDATE AND NEXT STEPS

(File Ref. No. 06-2345-20; 11-7200-20-CGAR1) (REDMS No. 6759571; 6731700)

That, as described in the staff report, “Community Gardens Public Consultation Results Update and Next Steps,” dated November 19, 2021, from the Director, Parks Services, the following locations:

- (1) Geal Road at Williams Road;*
- (2) Between Williams and Steveston Hwy, adjacent to Hollymount Gate; and*
- (3) Railway Avenue, North of Steveston Highway;*

be approved as community garden sites along the Railway Greenway and construction of these new community gardens commence once public input has been considered and included, as appropriate, into site specific design.

ADOPTED ON CONSENT

17. COMMUNITY WELLNESS STRATEGY (2018-2023) – PROGRESS UPDATE

(File Ref. No. 01-0370-20-002) (REDMS No. 6783500)

- (1) That the staff report titled, “Community Wellness Strategy (2018-2023) – Progress Update,” dated November 18, 2021, from the Director, Recreation and Sport Services, be received for information; and*
- (2) That the achievements document, Community Wellness Strategy (2018-2023) – Progress Update, Attachment 1, in the staff report titled “Community Wellness Strategy (2018-2023) – Progress Update,” dated November 18, 2021, from the Director, Recreation and Sport Services, be posted on the City website and circulated to key stakeholders who have been involved in the development and implementation of the strategy including, but not limited to, Richmond School District No. 38 Board of Education, Vancouver Coastal Health, Community Recreation Associations and Societies, and the Aquatic Advisory Board for their information.*

ADOPTED ON CONSENT



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Wednesday, December 15, 2021

**CONSIDERATION OF MATTERS REMOVED FROM THE
CONSENT AGENDA**

NON-CONSENT AGENDA ITEMS

FINANCE COMMITTEE –
Mayor Malcolm D. Brodie, Chair

**18. CONSOLIDATED 5 YEAR FINANCIAL PLAN (2022-2026) BYLAW
NO. 10327**

(File Ref. No. 03-0970-25-2021-01; 12-8060-20-010327) (REDMS No. 6782745; 6642877)

In accordance with Section 100 of the *Community Charter*, Cllr. Au declared to be in a conflict of interest as his son works as a firefighter in Richmond Fire-Rescue, and Cllr. Au left the meeting – 4:41 p.m.

Staff corrected that the public consultation period for the Consolidated 5 Year Financial Plan will run until January 9, 2022.

SP21/8-3

It was moved and seconded

- (1) *That the Consolidated 5 Year Financial Plan (2022-2026) Bylaw No. 10327 be introduced and given first, second, and third readings; and*
- (2) *That staff undertake a process of public consultation in accordance with Section 166 of the Community Charter.*

The question on the motion was not called as discussion ensued with regard to (i) anticipating potential costs related to the unionization of the RCMP, (ii) supporting future projects such as recreation facilities and diking and drainage, and (iii) reviewing the annual 1% contribution to reserve funds.

In reply to queries, Mayor Brodie noted that the annual 1% contribution to reserve funds is a Council policy and is an important source of funding for future City projects, however adjustments to the contribution can be considered by Council.

The question on the motion was then called, and it was **CARRIED**.



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Cllr. Au returned to the meeting – 4:57 p.m.

DEVELOPMENT PERMIT PANEL

- SP21/8-4 19. It was moved and seconded
- (1) *That the Chair's report for the Development Permit Panel meetings held on November 24, 2021, be received for information; and*
 - (2) *That the recommendation of the Panel to authorize the issuance of a Development Variance Permit (DV 21-934492) for the property at 11120 Silversmith Place be endorsed, and the Permit so issued.*

CARRIED

ADJOURNMENT

- SP21/8-5 It was moved and seconded
That the meeting adjourn (5:02 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the Special meeting of the Council of the City of Richmond held on Wednesday, December 15, 2021.

Mayor (Malcolm D. Brodie)

Corporate Officer (Claudia Jesson)



General Purposes Committee

Date: Wednesday, January 5, 2022

Place: Council Chambers
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair
Councillor Chak Au
Councillor Carol Day (by teleconference)
Councillor Andy Hobbs
Councillor Alexa Loo (by teleconference)
Councillor Bill McNulty
Councillor Linda McPhail (by teleconference)
Councillor Harold Steves (by teleconference)
Councillor Michael Wolfe (by teleconference)

Call to Order: The Chair called the meeting to order at 4:00 p.m.

MINUTES

It was moved and seconded

That the minutes of the meeting of the General Purposes Committee held on December 13, 2022, be adopted as circulated.

CARRIED

DELEGATION

1. With the aid of a PowerPoint presentation (copy on-file City Clerk's Office), Jeffrey Busby, TransLink, presented on the Capstan Station Progress, noting that construction commenced on August 2021 and that TransLink is collaborating with the City to minimize any potential impacts and construction noise.

General Purposes Committee
Wednesday, January 5, 2022

Discussion ensued with regard to the public consultation process and public input suggesting increased accessibility and cycling amenities. In reply to queries, Mr. Busby noted that TransLink has considered the public comments and will be focusing on the construction phase of the project.

COMMUNITY SAFETY DIVISION

2. **HOUSEKEEPING AMENDMENTS FOR PARKING (OFF-STREET) REGULATION BYLAW NO. 7403 AND CONSOLIDATED FEES BYLAW NO. 8636**

(File Ref. No. 11-7000-01; 12-8060-20-010341/10342) (REDMS No. 6804655)

It was moved and seconded

That the following amendment bylaws are introduced and given first, second and third readings:

(1) *Parking (Off Street) Regulation Bylaw No. 7403, Amendment Bylaw No. 10341; and*

(2) *Consolidated Fees Bylaw 8636, Amendment Bylaw No. 10342.*

The question on the motion was not called as discussion with regard to parking on-site, and in reply to queries, staff noted that Curling Club members will have access to parking passes and that the City has consulted with the on-site restaurant on parking access for patrons.

The question on the motion was then called, and it was **CARRIED**.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:15 p.m.).

CARRIED

General Purposes Committee
Wednesday, January 5, 2022

Certified a true and correct copy of the Minutes of the meeting of the General Purposes Committee of the Council of the City of Richmond held on Wednesday, January 5, 2022.

Mayor Malcolm D. Brodie
Chair

Evangel Biason
Legislative Services Associate



Finance Committee

Date: Wednesday, January 5, 2022

Place: Council Chambers
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair
Councillor Chak Au
Councillor Carol Day (by teleconference)
Councillor Andy Hobbs
Councillor Alexa Loo (by teleconference)
Councillor Bill McNulty
Councillor Linda McPhail (by teleconference)
Councillor Harold Steves (by teleconference)
Councillor Michael Wolfe (by teleconference)

Call to Order: The Chair called the meeting to order at 4:16 p.m.

MINUTES

It was moved and seconded

That the minutes of the meeting of the Finance Committee held on December 13, 2022, be adopted as circulated.

CARRIED

DELEGATION

1. CJ James and Brandon Eng, KPMG, referred to the 2021 Audit Planning Report (copy on-file, City Clerk's Office) and briefed Committee on the Audit Plan.

FINANCE AND CORPORATE SERVICES DIVISION

**2. ACTIVE CAPITAL PROJECTS INFORMATION - 3RD QUARTER
SEPTEMBER 30, 2021**

(File Ref. No. 03-0975-01) (REDMS No. 6761776)

It was moved and seconded

That the staff report titled, "Active Capital Projects Information – 3rd Quarter September 30, 2021", dated December 1, 2021 from the Acting Director, Finance be received for information.

The question on the motion was not called as discussion ensued with regard to various on-going Capital projects such as (i) diking and drainage upgrades, (ii) Richmond Court House improvements, (iii) the Gardens Agricultural Park, (iv) Burkeville Area Drainage and Utility Improvements, and (v) dog park upgrades.

In reply to queries from Committee, staff noted that (i) grant funding received has been allocated to the appropriate projects, (ii) a report on the proposed diking and drainage upgrades is expected in the second quarter 2022, and (iii) staff will be conducting public consultation on the proposed dog park upgrades and will provide design proposals to Council.

The question on the motion was then called, and it was **CARRIED**.

3. FINANCIAL INFORMATION – 3RD QUARTER SEPTEMBER 30, 2021

(File Ref. No.) (REDMS No. 6769302)

It was moved and seconded

That the staff report titled, "Financial Information – 3rd Quarter September 30, 2021", dated December 1, 2021 from the Acting Director, Finance be received for information.

The question on the motion was not called as discussion ensued with regard to vacancy rates of office space in Richmond.

The question on the motion was then called, and it was **CARRIED**.

Finance Committee
Wednesday, January 5, 2022

RICHMOND OLYMPIC OVAL CORPORATION

4. **RICHMOND OLYMPIC OVAL CORPORATION – 3RD QUARTER 2021 FINANCIAL INFORMATION**
(File Ref. No.) (REDMS No. 6802739)

That the report on Financial Information for the Richmond Olympic Oval Corporation for the third quarter ended September 30, 2021 from the Director, Finance, Richmond Olympic Oval Corporation be received for information.



LULU ISLAND ENERGY COMPANY

5. **LULU ISLAND ENERGY COMPANY – 3RD QUARTER SEPTEMBER 30, 2021 FINANCIAL INFORMATION**
(File Ref. No. 01-0060-20-LIEC1) (REDMS No. 6799421)

It was moved and seconded

That the Lulu Island Energy Company report titled “Lulu Island Energy Company – 3rd Quarter September 30, 2021 Financial Information”, dated December 13, 2021 from the Chief Executive Officer and Chief Financial Officer, be received for information.

CARRIED

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:34 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Finance Committee of the Council of the City of Richmond held on Wednesday, January 5, 2022.

Mayor Malcolm D. Brodie
Chair

Evangel Biason
Legislative Services Associate



City of Richmond

Report to Committee

To: General Purposes Committee **Date:** December 20, 2021
From: Cecilia Achiam **File:** 11-7000-01/2021-Vol 01
General Manager, Community Safety
Re: Housekeeping Amendments for Parking (Off-Street) Regulation Bylaw No. 7403
and Consolidated Fees Bylaw No. 8636



Staff Recommendation

1. That the following amendment bylaws are introduced and given first, second and third readings:
 - a. Parking (Off Street) Regulation Bylaw No. 7403, Amendment Bylaw No. 10341; and
 - b. Consolidated Fees Bylaw 8636, Amendment Bylaw No. 10342.



Cecilia Achiam
General Manager, Community Safety

Att. 3

REPORT CONCURRENCE	
ROUTED TO:	CONCURRENCE
Finance Department	<input checked="" type="checkbox"/>
Transportation	<input checked="" type="checkbox"/>
Law	<input checked="" type="checkbox"/>
Recreation and Sport Services	<input checked="" type="checkbox"/>
SENIOR STAFF REPORT REVIEW	INITIALS: 
APPROVED BY CAO 	

Staff Report

Origin

At the closed Council meeting on December 6, 2021, Council approved the implementation of paid parking at the parking lot of the Richmond Curling Club, as described in the staff report titled “Richmond Winter Club Service Agreement and Richmond Curling Club Service Level Options”, dated October 29, 2021, from the Director, Recreation and Sport Services.

The report also stated that staff will prepare a report to introduce amendments to the appropriate City bylaws in relation to the conversion of the parking lot to a paid parking lot.

The purpose of this report is to introduce those bylaw amendments.

This report supports Council’s Strategic Plan 2018-2022 Strategy #3 One Community Together:

3.1 Foster community resiliency, neighbourhood identity, sense of belonging, and intercultural harmony.

This report supports Council’s Strategic Plan 2018-2022 Strategy #4 An Active and Thriving Richmond:

4.1 Robust, affordable, and accessible sport, recreation, wellness and social programs for people of all ages and abilities.

This report supports Council’s Strategic Plan 2018-2022 Strategy #5 Sound Financial Management:

Accountable, transparent, and responsible financial management that supports the needs of the community into the future.

5.1 Maintain a strong and robust financial position.

This report supports the following focus area from the City of Richmond Recreation and Sport Strategy 2019-2024:

Focus Area #6: Community Capacity-Building – Collaborations, partnerships and volunteerism are strengthened to expand the reach and impact of recreation and sport in Richmond.

This report supports the following focus area from the Wellness Strategy 2018-2023:

Focus Area #1: Foster healthy, active and involved lifestyles for all Richmond residents with an emphasis on physical activity, healthy eating and mental wellness.

Analysis

The Consolidated Fees Bylaw No. 8638, and Parking (Off-Street) Regulation Bylaw No. 7403 permit the imposition of fees in respect of services. In order to implement paid parking at the Richmond Curling Club parking lot, two bylaw amendments are required.

The approved Service Agreement with the Richmond Winter Club states that the Club members may obtain a permit and parking decal, at a nominal cost from the City, which will grant them access to parking while curling. The implementation of paid parking will offset some of the City's operating costs associated with maintaining and operating the facility.

Parking (Off-Street) Regulation Bylaw 7403, Amendment Bylaw No. 10341 – see Attachment 1

The proposed amendment identifies the Richmond Curling Club parking lot as a paid parking lot in Schedule A.

Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 10342 – see Attachment 2

The proposed amendment lists the parking fees to be charged to the public as well as the annual permit fee for the Richmond Curling Club Members. Staff recommend that a fee of \$2.25 per hour or \$9.00 per day for public parking be approved. This fee is consistent with fees charged at other parking lots, including those of the City and private operators. See Attachment 3 for a comparative table of parking lot rates in the City.

Staff also recommend an annual permit fee of \$5.50 for members of the Richmond Curling Club to receive a decal to allow them access to parking while curling at the facility. This is stipulated in the approved Service Agreement with the Richmond Winter Club and is consistent with services provided to members of the Bowling Green Community Activity Centre, Gateway Theatre and the Richmond Tennis Club while parking in the City's paid lots.

Financial Impact

Council approved the conversion of the parking lot at the Richmond Curling Club to a paid lot. The expected revenue of \$104,000 is included in the Consolidated 5 Year Financial Plan (2022-2026).

Conclusion

The housekeeping bylaw amendments are needed to complete the transition of the parking lot, at the Richmond Curling Club, to a paid parking lot. This will assist with active management of parking at the facility, ensure availability of parking for Richmond Curling Club members and provide revenue to the City to offset some of the costs associated with maintaining and operating the facility.



Susan Lloyd

Program Manager, Administration, Parking Enforcement and Animal Services
(604-247-4467)

- Att. 1: Parking (Off-Street) Regulation Bylaw No. 7403, Amendment Bylaw No. 10341
2: Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 10342
3: Comparative Parking Lot Rates in the City



City of
Richmond

Bylaw No. 10341

Parking (Off-Street) Regulation Bylaw No. 7403 Amendment Bylaw No. 10341

The Council of the City of Richmond enacts as follows:

1. **Parking (Off-Street) Regulation Bylaw No. 7403**, as amended, is further amended by deleting Schedule C thereto and replacing it with Schedule A attached to this bylaw.
2. This Bylaw is cited as "**Parking (Off-Street) Regulation Bylaw No. 7403, Amendment Bylaw No. 10341**".

FIRST READING

SECOND READING

THIRD READING

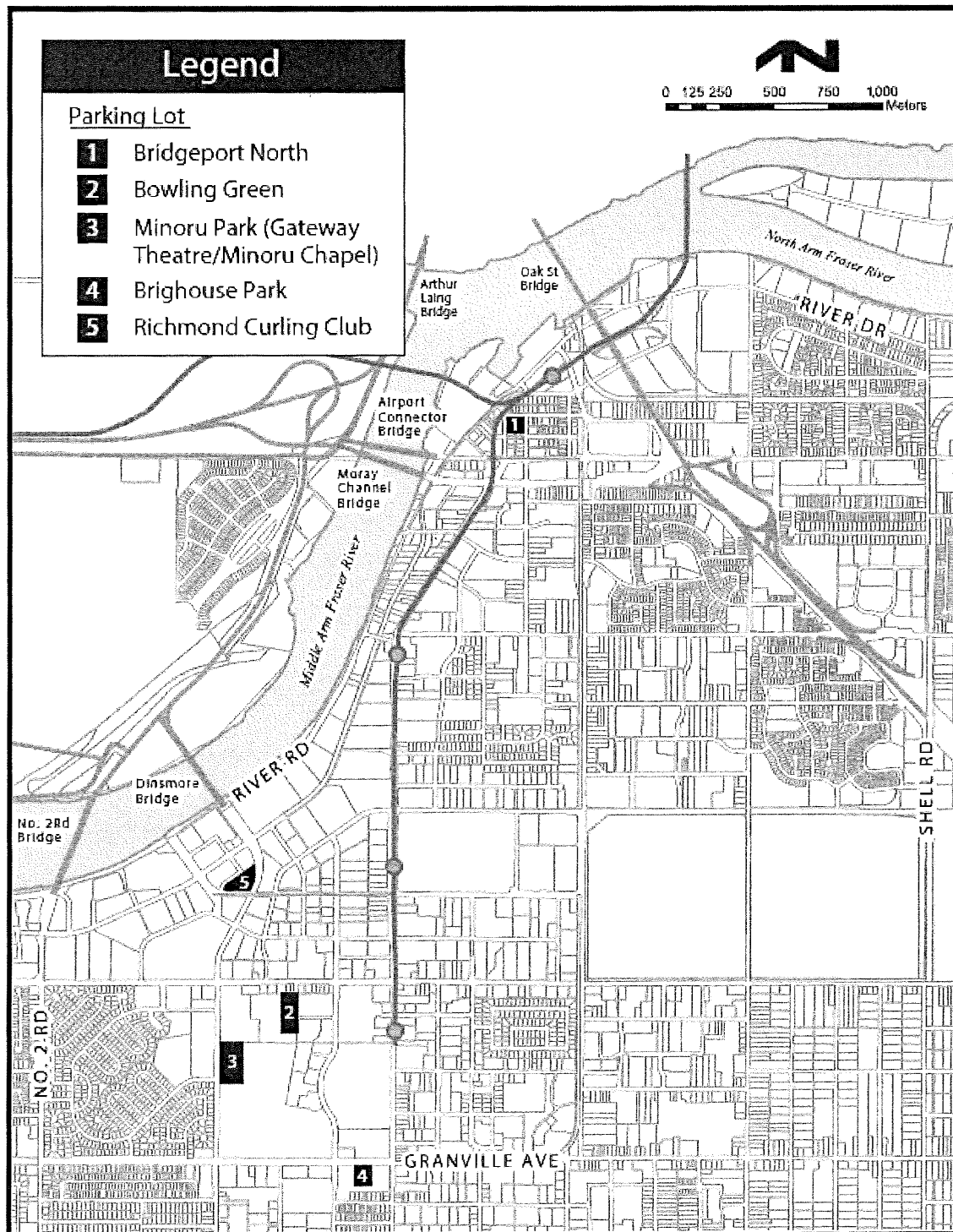
ADOPTED

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MAYOR

CORPORATE OFFICER

SCHEDULE C to BYLAW NO. 7403
PAY PARKING LOTS





City of
Richmond

Bylaw No. 10342

CONSOLIDATED FEES BYLAW NO. 8636, AMENDMENT BYLAW NO. 10342

The Council of the City of Richmond enacts as follows:

1. The **Consolidated Fees Bylaw No. 8636**, as amended, is further amended by deleting the second table from SCHEDULE – PARKING (OFF-STREET) REGULATION to Consolidated Fees Bylaw No. 8636 and replacing it with Schedule A attached to and forming part of this bylaw.
2. This Bylaw is cited as “**Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 10342**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED for content by originating dept.
SL
APPROVED for legality by Solicitor ACI

PARKING (OFF-STREET) REGULATION Bylaw No. 7403

Section 5.1.3, 6.1.2

Description	Fee
<i>Pay Parking Fees:</i>	All rates include applicable taxes.
All Off-Street City Property Locations, other than those set out below.	\$2.75 per hour – 7:00 am to 9:00 pm
6131 Bowling Green Road	\$2.75 per hour – 7:00 am to 9:00 pm
65000 Gilbert Road	\$2.75 per hour – 7:00 am to 9:00 pm Gateway Theater Productions – \$5.50 for maximum stay
7840 Granville Avenue	\$2.25 per hour – 7:00 am to 4:00 pm
5540 Hollybridge Way	\$2.25 per hour – 7:00 am to 9:00 pm \$9.00 per day
<i>Parking Permit / Decal Fees:</i>	
All Off-Street City Property Locations, other than those set out below.	\$42.00 per calendar month plus applicable taxes, subject to discounts of: 10% for groups of 11 to 25 permit decals 15% for groups of 26 to 50 permit decals 25% for groups of 51 or more permit decals
Gateway Theater Staff Parking (6500 Gilbert Road)	\$5.50 per calendar year, plus applicable taxes
Richmond Lawn Bowling Club Members Parking (6131 Bowling Green Road)	\$5.50 per calendar year, plus applicable taxes
Richmond Seniors' Centre Members Parking (Minoru Park)	\$8.50 per calendar year, plus applicable taxes
Richmond Tennis Club Members Parking (Minoru Park)	\$5.50 per calendar year, plus applicable taxes
Richmond Winter Club Members Parking (5540 Hollybridge Way)	\$5.50 per calendar year, plus applicable taxes

Comparative Parking Lot Rates in the City

Parking Lot	Hourly Rate				
	1 hour	1.5 hours	3 hours	4.5 hours	Daily
Gateway Theatre	\$2.75 (Maximum 2 hours)	N/A	N/A	N/A	N/A
Richmond Olympic Oval (members free)	\$2.00	N/A	N/A	N/A	\$18.00
Impark Lot 5555 Gilbert Road	N/A	\$3.50	\$4.50	\$6.00	\$9.00
City Centre Community Centre	\$2.50	\$3.75	\$7.50	N/A	N/A
Proposed Richmond Curling Club (members *)	\$2.25	N/A	N/A	N/A	\$9.00

*Richmond Curling Club members will pay a nominal annual fee of \$5.50 (2021 rate) for their permit/decal.



City of Richmond

Report to Committee

To: Planning Committee

Date: December 14, 2021

From: Wayne Craig
Director, Development

File: RZ 21-930446

Re: Application by Habib Samari for Rezoning at 11320 Williams Road from the
"Single Detached (RS1/E)" Zone to the "Compact Single Detached (RC2)" Zone

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10303, for the rezoning of 11320 Williams Road from the "Single Detached (RS1/E)" zone to the "Compact Single Detached (RC2)" zone, be introduced and given first reading.

Wayne Craig
Director, Development
(604-247-4625)

WC:jr
Att. 8

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Affordable Housing	<input checked="" type="checkbox"/>	

Staff Report

Origin

Habib Samari has applied to the City of Richmond for permission to rezone 11320 Williams Road from the “Single Detached (RS1/E)” zone to the “Compact Single Detached (RC2)” zone, to permit the property to be subdivided to create two single-family lots, both with vehicle access from the rear lane. A location map and aerial photo are provided in Attachment 1.

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is provided in Attachment 2. The proposed subdivision plan is provided in Attachment 3.

Subject Site Existing Housing Profile

There is an existing single detached dwelling on the property, which is proposed to be demolished. The dwelling is currently rented and does not contain a secondary suite.

Surrounding Development

Development immediately surrounding the subject site is as follows:

To the North: Single detached dwellings on lots zoned “Compact Single Detached (RC1)” and a single-storey childcare building on a lot zoned “Assembly (ASY),” fronting Williams Road with and vehicle access from the rear lane.

To the South: Across the lane, single detached dwellings on lots zoned “Single Detached (RS1/E),” fronting Seafield Crescent.

To the East: A single detached dwellings on a lot zoned “Compact Single Detached (RC2),” fronting Williams Road and with vehicle access from the rear lane.

To the West: A single detached dwelling on a lot zoned “Single Detached (RS1/E),” fronting Williams Road and with vehicle access from the rear lane. This lot has similar redevelopment potential and is designated Compact Single Detached in the Arterial Road Land Use Policy.

Related Policies & Studies

Official Community Plan

The subject property is located in the Shellmont planning area, and is designated “Neighbourhood Residential” in the Official Community Plan (OCP) land use map (Attachment 4). The proposed rezoning and subdivision are consistent with this designation.

Arterial Road Policy

The subject property is designated “Arterial Road Compact Lot Single Detached” on the Arterial Road Housing Development Map. The proposed rezoning and subdivision are consistent with this designation.

The Arterial Road Land Use Policy contains requirements for landscaping in the front yard. Prior to final adoption of the rezoning bylaw, the applicant must submit a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director, Development, and deposit a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs and a 10% contingency. The Landscape Plan should comply with the Arterial Road Land Use Policy and include any required replacement trees identified as a condition of rezoning. A preliminary Landscape Plan is provided in Attachment 5.

Lot Size Policy 5434

The subject property is located within the area covered by Lot Size Policy 5434 (adopted by Council in 1990; amended in 2006). A copy of the Lot Size Policy is provided in Attachment 6.

This Policy permits rezoning and subdivision of lots along this section of Williams Road in accordance with the provisions of “Single-Family Housing District (R1-0.6)” or “Coach House District (R9)” provided there is access to an operational rear lane. These Districts are equivalent to the “Compact Single Detached (RC2)” and “Coach House (RCH)” zones of the current Zoning Bylaw 8500. This redevelopment proposal would allow for the creation of two lots, each approximately 10 m wide and 337m² in area, which is consistent with the Lot Size Policy.

Floodplain Management Implementation Strategy

The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. Registration of a flood indemnity covenant on title is required prior to final adoption of the rezoning bylaw.

Affordable Housing Strategy

Consistent with the Affordable Housing Strategy, the applicant has proposed a secondary suite in each of the new dwellings. One of the proposed suites would have one bedroom, and the second suite would have two bedrooms. Prior to final adoption of the rezoning bylaw, the applicant must register a legal agreement on title to ensure that no final Building Permit inspection is granted until the secondary suites are constructed to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.

Public Consultation

A rezoning sign has been installed on the subject property. Staff have not received any comments from the public about the rezoning application in response to the placement of the rezoning sign on the property.

Should the Planning Committee endorse this application and Council grant First Reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment. Public notification for the Public Hearing will be provided as per the *Local Government Act*.

AnalysisTransportation and Site Access

Vehicular access to Williams Road is not permitted in accordance with Bylaw No. 7222 and therefore will be restricted to the rear lane only.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report and Tree Retention Plan; which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. A copy of the Tree Retention Plan is provided in Attachment 7. The Report assesses two bylaw-sized trees (Tag # 816, 817) on the subject property and two street trees (Tag # C01, C02) on City property.

The City's Tree Preservation Coordinator and Parks Department Coordinator have reviewed the Arborist's Report for on-site and off-site trees and support the Arborist's findings, with the following comments:

- Two City-owned trees (Tag # C01, C02) in the development frontage to be retained and protected as per Arborist recommendations. A \$20,000.00 Tree Survival Security is required prior to final adoption of the Rezoning Bylaw.
- Two fruit trees (Tag # 816, 817) located on the development site are in poor structural condition; historically topped and decay pockets in the upper canopy. These trees are not good candidates for retention and should be removed and replaced.
- Replacement trees to be provided at a 2:1 ratio as per the OCP.

Tree Replacement

The applicant wishes to remove two on-site trees (Tag # 816, 817). The 2:1 replacement ratio would require a total of four replacement trees. The applicant has agreed to provide two new replacement trees on each lot plus an additional two trees for a total of six trees in the proposed development. The proposed trees are shown on the Landscape Plan (Attachment 5). A Landscape Security is required prior to final adoption of the rezoning bylaw to ensure that the agreed upon landscaping is installed.

Tree Protection

Two City trees (Tag # C01, C02) are to be retained and protected. The applicant has submitted a tree protection plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 7). To ensure that the trees identified for retention are protected at development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.
- Prior to final adoption of the rezoning bylaw, submission to the City of a Tree Survival Security in the amount of \$20,000.00 to ensure the trees are retained and protected.
- Prior to demolition of the existing dwelling on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and remain in place until construction and landscaping on-site is completed.

Site Servicing and Frontage Improvements

A Servicing Agreement is required at Subdivision stage to complete the necessary off-site improvements as described in Attachment 8. These include, but are not limited to:

- Removal of existing driveway crossing and replacement with standard sidewalk, boulevard, and curb;
- Repair or replacement of damaged sidewalk panels as necessary;
- Upgrades to the rear lane including curb, gutter, and lighting; and
- Cash-in-lieu contribution for prior lane upgrades by the City.

The required lane upgrades would include the lane behind 11360 and 11368 Williams Road, resulting in a fully upgraded lane from the subject site through to Seacote Road when combined with the lane upgrades to be constructed at 10011 Seacote Road (RZ 17-778570). Incremental lane upgrades would be secured to the west of the subject site in future development applications.

At the Subdivision stage, the applicant is also required to pay the current year's taxes, Development Cost Charges (City, Metro Vancouver and TransLink), School Site Acquisition Charges, Address Assignment Fees, and the costs associated with the completion of the site servicing and other improvements as described in Attachment 8.

Financial Impact

The rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure (such as roadworks, waterworks, storm sewers, sanitary sewers, street lights, street trees and traffic signals).

The rezoning application would result in a one-time expense in the Council-approved Capital Budget to fund lane improvements at 11360 and 11368 Williams Road through the Development Coordinated Works program.

Conclusion

The purpose of this application is to rezone 11320 Williams Road from the “Single Detached (RS1/E)” zone to the “Compact Single Detached (RC2)” zone, to permit the property to be subdivided to create two single-family lots with vehicle access from the rear lane.

The proposed rezoning and subdivision are consistent with the applicable plans and policies affecting the subject site.

The list of rezoning considerations is included in Attachment 8, which has been agreed to by the applicant (signed concurrence on file).

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10303 be introduced and given first reading.



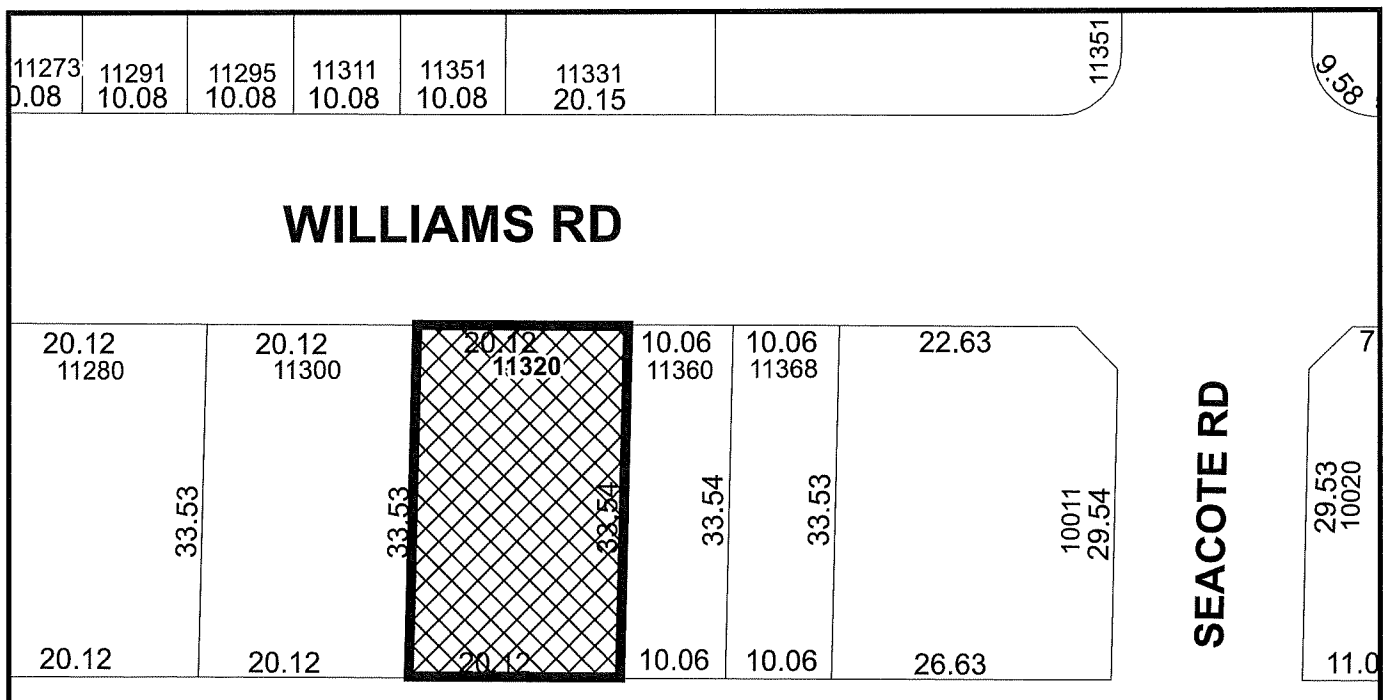
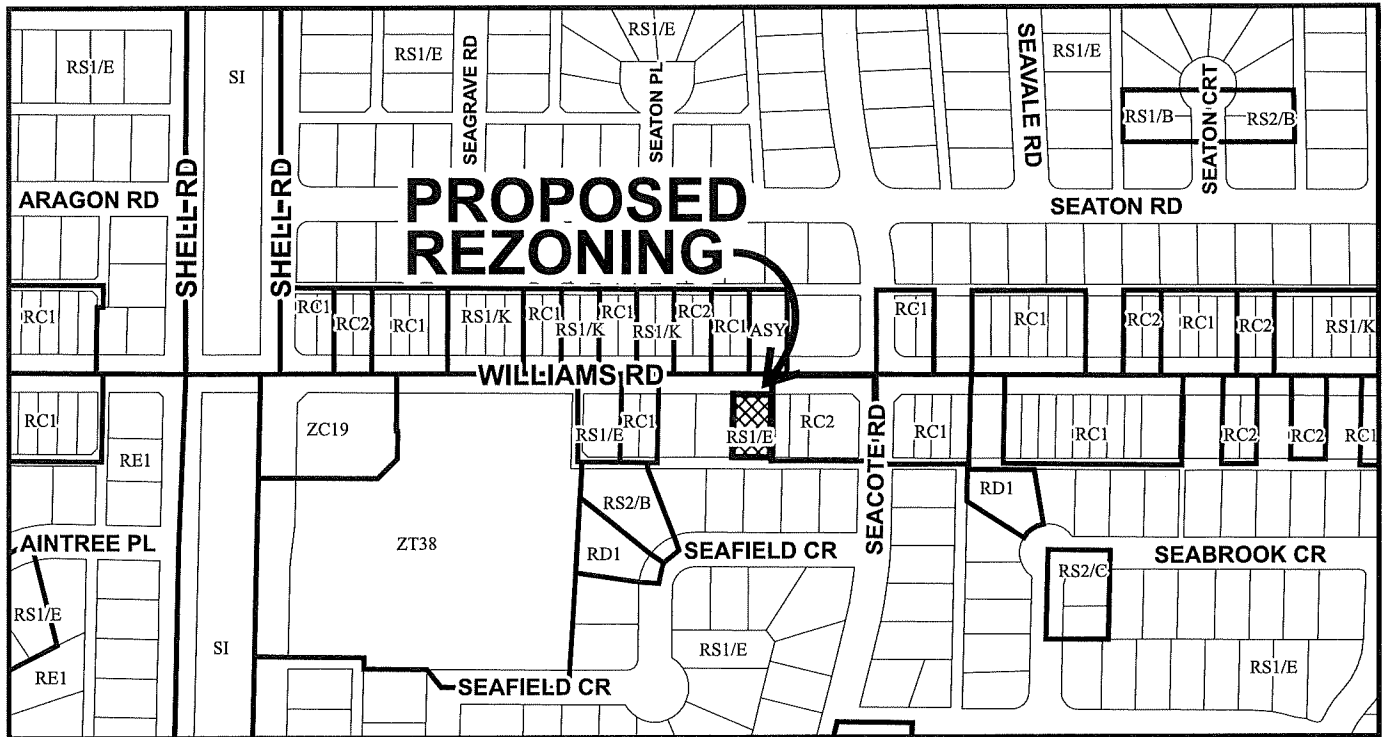
Jordan Rockerbie
Planner 1
(604-276-4092)

JR:js

Attachment 1: Location Map and Aerial Photo
Attachment 2: Development Application Data Sheet
Attachment 3: Proposed Subdivision Plan
Attachment 4: Shellmont Area Land Use Map
Attachment 5: Concept Landscape Plan
Attachment 6: Lot Size Policy 5434
Attachment 7: Tree Retention Plan
Attachment 8: Rezoning Considerations



City of Richmond



RZ 21-930446

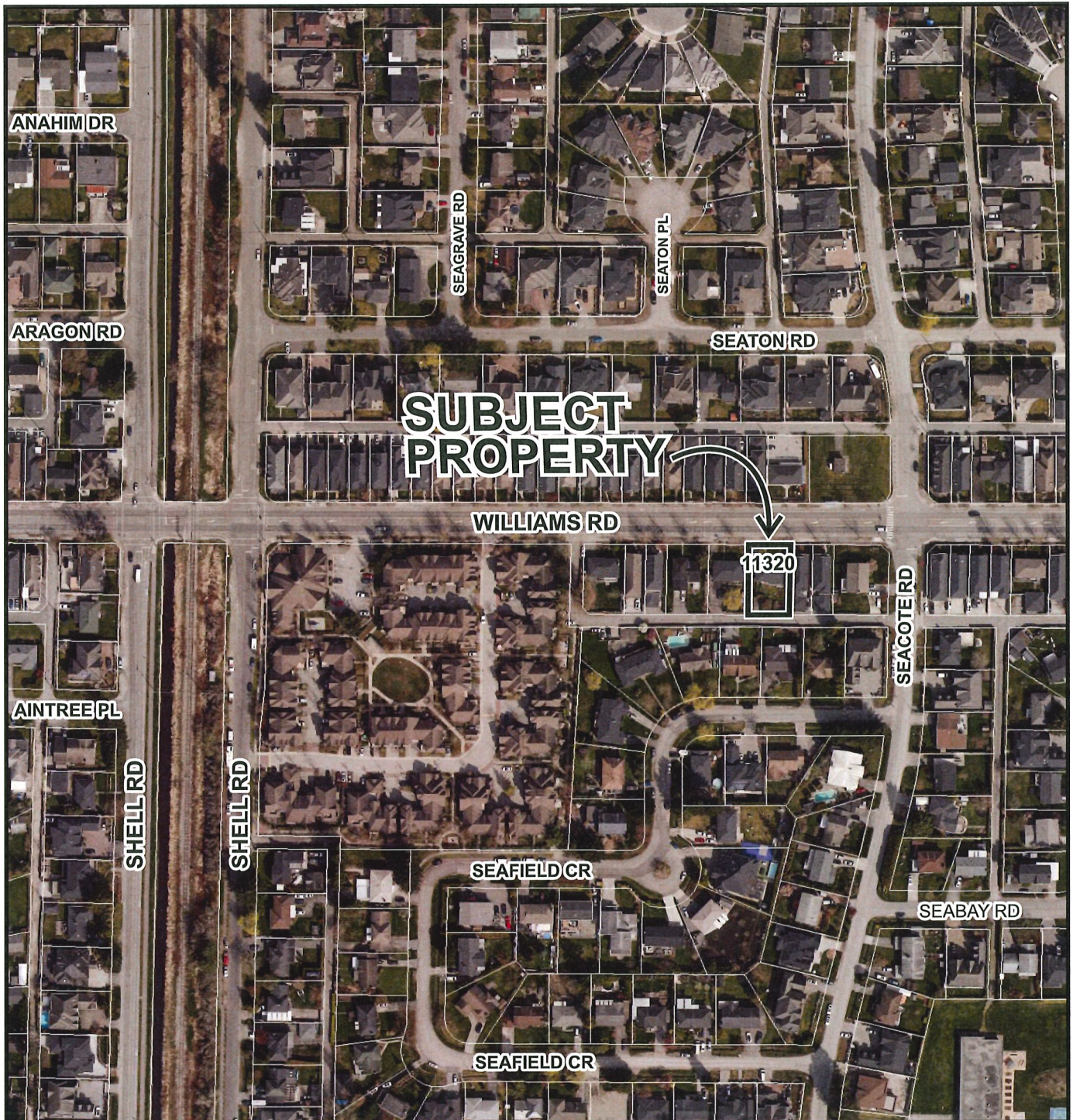
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Revision Date:

Note: Dimensions are in METRES



City of Richmond



RZ 21-930446

Original Date: 05/21/21

Revision Date:

Note: Dimensions are in METRES



RZ 21-930446

Attachment 2

Address: 11320 Williams Road

Applicant: Habib Samari

Planning Area(s): Shellmont

	Existing	Proposed
Owner:	Habibollah Samari Zahra Assadi	To be determined
Site Size (m²):	674 m ²	Lot 1: 337 m ² Lot 2: 337 m ²
Land Uses:	One single detached dwelling	Two single detached dwellings
OCP Designation:	Neighbourhood Residential	No change
702 Policy Designation:	"Compact Single Detached (RC2)" or "Coach House (RCH)"	No change
Zoning:	Single Detached (RS1/E)	Compact Single Detached (RC2)
Number of Units:	1	2
Other Designations:	Arterial Road Compact Lot Single Detached	No change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.6	Max. 0.6	none permitted
Buildable Floor Area (m ²):*	Max. 202.2 m ² (2,176 ft ²)	Max. 202.2 m ² (2,176 ft ²)	none permitted
Lot Coverage (% of lot area):	Building: Max. 50% Non-porous Surfaces: Max. 70% Landscaping with live plant material: Min. 20%	Building: Max. 50% Non-porous Surfaces: Max. 70% Landscaping with live plant material: Min. 20%	none
Lot Size:	Min. 270 m ²	337 m ²	none
Lot Dimensions (m):	Width: Min. 9.0 m Depth: Min. 24.0 m	Width: 10 m Depth: 33.5 m	none
Setbacks (m):	Front: Min. 6.0 m Rear: Min. 6.0 m Side: Min. 1.2 m	Front: Min. 6.0 m Rear: Min. 6.0 m Side: Min. 1.2 m	none
Height (m):	Max. 9.0 m	Max. 9.0 m	None

Other: Tree replacement compensation required for loss of bylaw sized trees.

* Preliminary estimate; not inclusive of garage; exact building size to be determined through zoning bylaw compliance review at Building Permit stage.

**TOPOGRAPHIC SURVEY AND PROPOSED SUBDIVISION OF
LOT 35 SECTION 36 BLOCK 4 NORTH RANGE 6 WEST
NEW WESTMINSTER DISTRICT PLAN 25887**

#11320 WILLIAMS ROAD,
RICHMOND, B.C.
P.I.D. 008-824-517



SCALE: 1:200

0 5 10 15
ALL DISTANCES ARE IN METRES AND DECIMALS
THEREOF UNLESS OTHERWISE INDICATED

LEGEND:

- (d) denotes deciduous
- WV denotes water valve
- ⊙ denotes round catch basin
- MH denotes manhole
- WV denotes water meter
- CO denotes cleanout
- FH denotes fire hydrant
- denotes power post

NOTE:

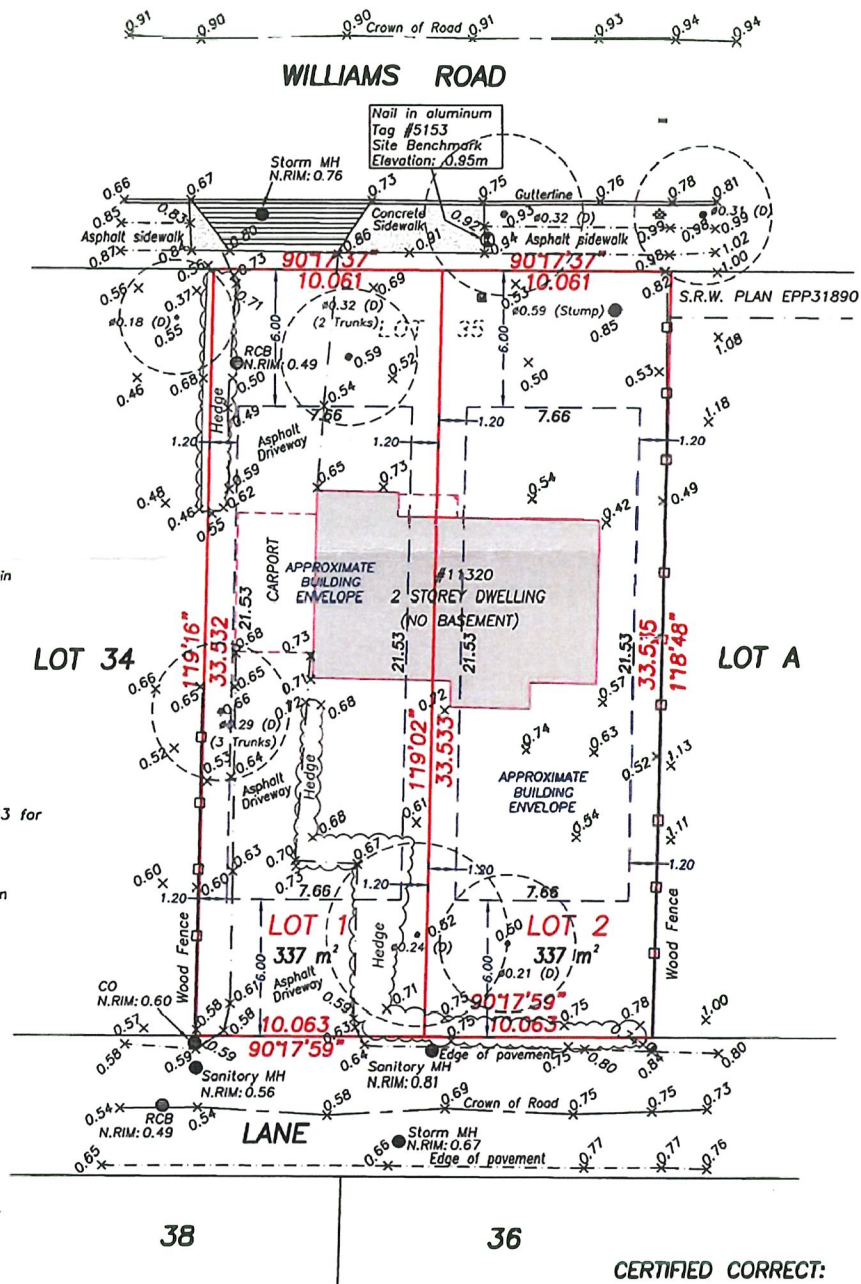
Use site Benchmark Tag #5153 for construction elevation control.

NOTE:

Elevations shown are based on
City of Richmond HPN
Benchmark network.
Benchmark: HPN #190
Control Monument 94H1624
Elevation: 2.353m
Benchmark: HPN #191
Control Monument 02H2453
Elevation: 1.664m

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J. C. Tam and Associates
Canada and B.C. Land Surveyor
115 - 8833 Odlin Crescent
Richmond, B.C. V6X 3Z7
Telephone: 214-8928
Fax: 214-8929
E-mail: office@jctom.com
Website: www.jctom.com
Job No. 7638
FB-393 P46-48
Drawn By: KA

DWG No. 7638-TOPO



CERTIFIED CORRECT:

LOT DIMENSION ACCORDING TO
FIELD SURVEY.

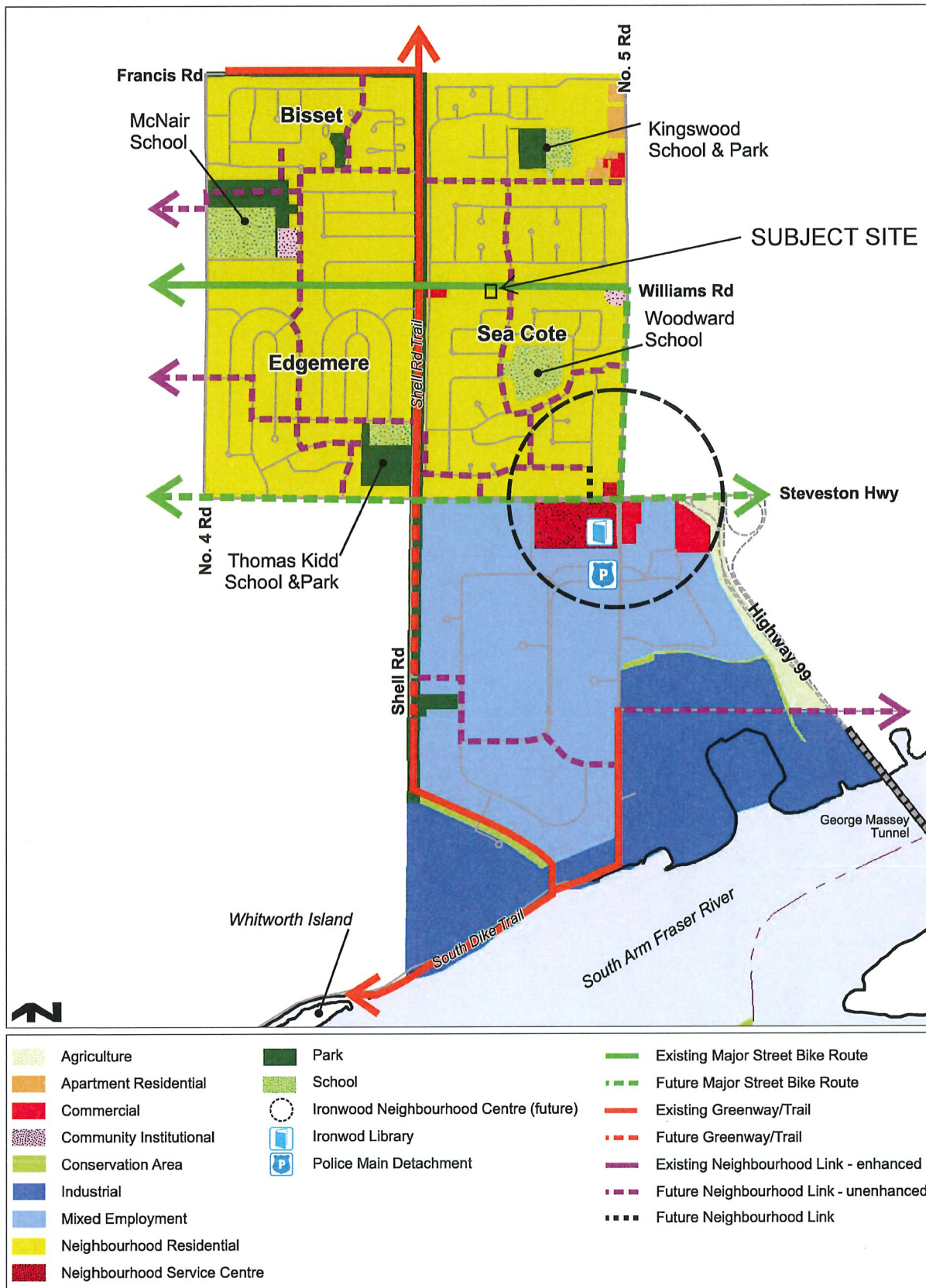
Johnson
Tam U814B9

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Johnson Tam U814B9
Date: 2021.02.18
08:19:39 -08'00'

JOHNSON C. TAM, B.C.L.S., C.L.S.

FEBRUARY 17th, 2021.

8. Shellmont

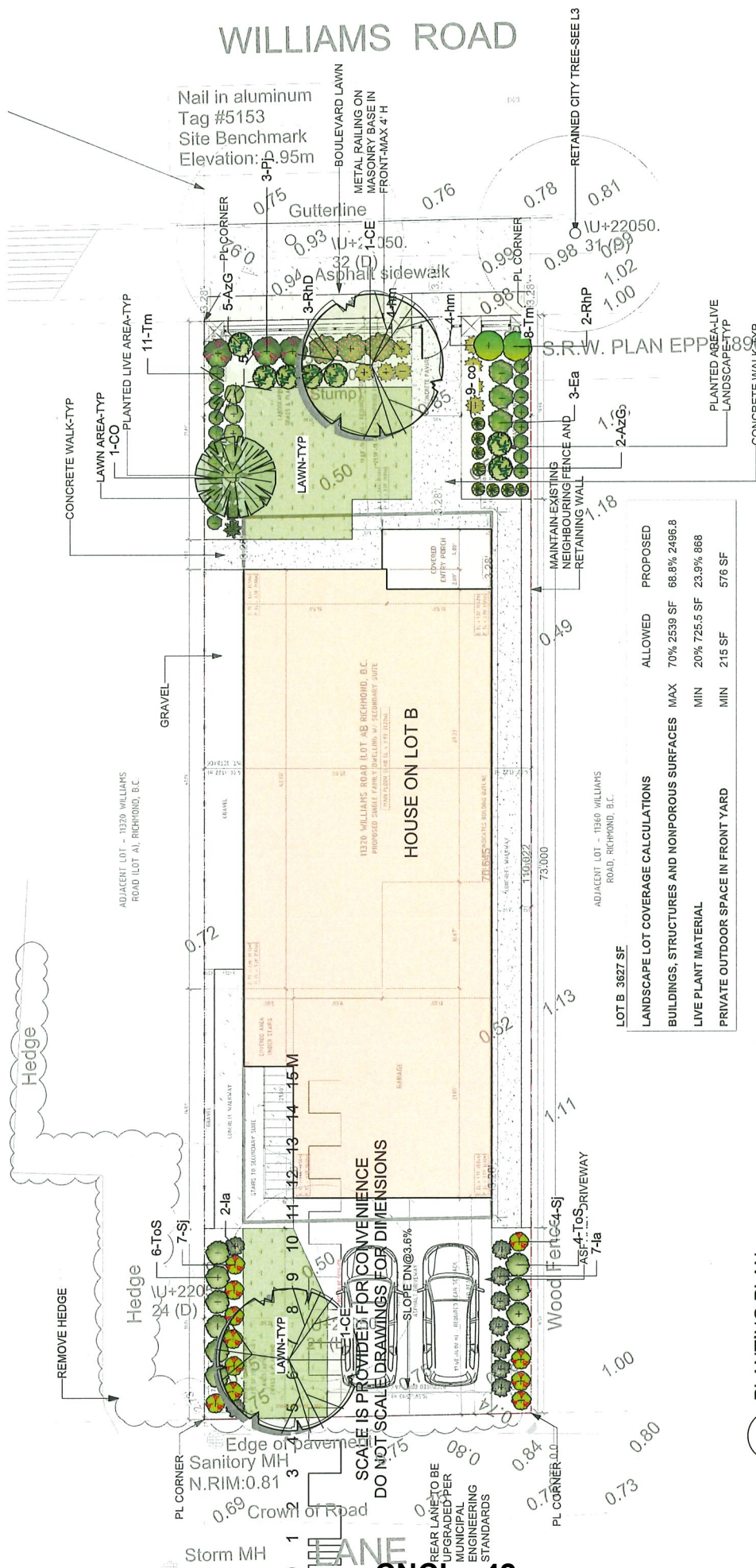




PLANTING PLAN

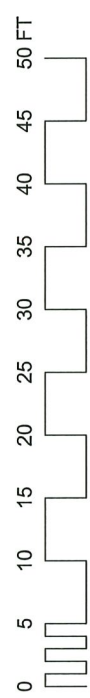
1

WILLIAMS ROAD



LOT B 3627 SF

LANDSCAPE LOT COVERAGE CALCULATIONS		ALLOWED	PROPOSED
BUILDINGS, STRUCTURES AND NONPOROUS SURFACES	MAX	70% 2539 SF	68.8% 2466.8
LIVE PLANT MATERIAL	MIN	20% 725.5 SF	23.9% 868
PRIVATE OUTDOOR SPACE IN FRONT YARD	MIN	215 SF	576 SF



1 PLANTING PLAN



City of Richmond

Policy Manual

Page 1 of 2

Adopted by Council: February 19, 1990
 Amended by Council: November 18, 1991
 Amended by Council: October 16, 2006

POLICY 5434

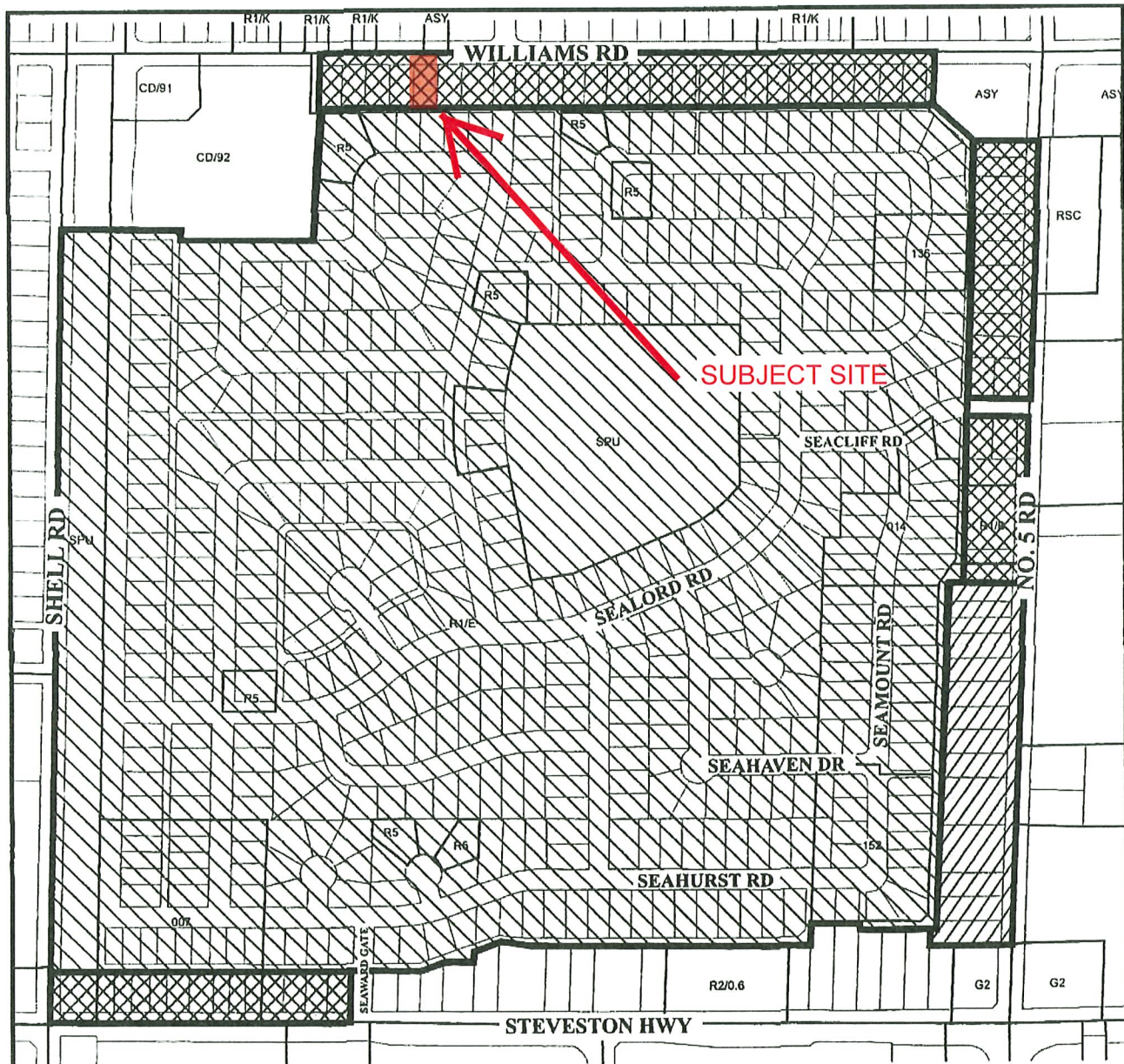
File Ref:




SINGLE-FAMILY LOT SIZE POLICY IN QUARTER-SECTION 36-4-6

POLICY 5434:

The following policy establishes lot sizes in a portion of Section 36-4-6, within the area bounded by **Steveston Highway, Shell Road, No. 5 Road, and Williams Road**:

1. That properties within the area bounded by Shell Road, Williams Road, No. 5 Road, and Steveston Highway, in a portion of Section 36-4-6, be permitted to subdivide in accordance with the provisions of Single-Family Housing District (R1/E), with the exception that:
 - a) Properties fronting on Williams Road from Shell Road to No. 5 Road, properties fronting on Steveston Highway from Seaward Gate to Shell Road, and properties fronting on No. 5 Road from Williams Road to approximately 135 m south of Seacliff Road to rezone and subdivide in accordance with the provisions of Single-Family Housing District (R1-0.6) or Coach House District (R/9) provided that vehicle accesses are to the existing rear laneway only. Multiple-family residential development shall not be permitted in these areas.
 - b) Properties fronting on No. 5 Road from Steveston Highway to approximately 135 m south of Seacliff Road be permitted to subdivide in accordance with the provisions of Single-Family Housing District, Subdivision Area B (R1/B) provided that vehicle accesses are to the existing rear laneway only.
2. This policy, as shown on the accompanying plan, is to be used to determine the disposition of future rezoning applications in this area, for a period of not less than five years, unless changed by the amending procedures contained in the Zoning and Development Bylaw.



-  Subdivision permitted as per **R1/E** (18 m wide lots)
-  Subdivision permitted as per **R1-0.6 or R/9**
(access to lane only) (No Multiple-family residential development is permitted.)
-  Subdivision permitted as per **R1/B**



Policy 5434 Section 36-4-6

Adopted Date: 02/19/1990

Amended Date: 11/18/1991
10/16/2006



Address: 11320 Williams Road

File No.: RZ 21-930446

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10303, the developer is required to complete the following:

1. Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs. The Landscape Plan should:
 - comply with the guidelines of the OCP's Arterial Road Policy and should not include hedges along the front property line;
 - include a mix of coniferous and deciduous trees;
 - include the dimensions of tree protection fencing as illustrated on the Tree Retention Plan attached to this report; and
 - include the four (4) required replacement trees to be planted and sized as illustrated on the Landscape Plan in Attachment 4 of the Rezoning Report.
2. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
3. Submission of a Tree Survival Security to the City in the amount of \$20,000.00 for the two City trees (tag# C01 and C02) to be retained. The applicant is required to provide a post-construction impact report upon completion of all construction activities on-site, at which time the City may return all or a portion of the Tree Survival Security. The remainder may be held for a one year monitoring period, to ensure that the trees survive. The City may transfer the remaining security to the City's Tree Compensation Fund if the tree is not successfully retained.
4. Registration of a flood indemnity covenant on title.
5. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on each of the two future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw. One of the secondary suites must have a minimum of two bedrooms (min. 500 ft²), and the other secondary suite must have a minimum of one bedroom.

Prior to a Demolition Permit* being issued, the developer must complete the following requirements:

1. Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.

At Subdivision* stage, the developer must complete the following requirements:

1. Payment of Development Cost Charges (City and GVS & DD & TransLink), School Site Acquisition Charge, Address Assignment Fee, and Servicing Costs.
2. Payment of \$31,614.66 as required by Richmond Works and Services Cost Recovery Bylaw No. 8752 for Lot: 35 Sec: 36-4-6 Plan: 25887 as part of the 11000 Block Williams Road laneway drainage improvement project.
3. Enter into a Servicing Agreement* for the design and construction of engineering infrastructure improvements. A Letter of Credit or cash security for the value of the Service Agreement works, as determined by the City, will be required as part of entering into the Servicing Agreement. These works include, but may not be limited to:

Water Works:

- a) Using the OCP Model, there is 672.0 L/s of water available at a 20 psi residual at the Williams Road frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
- b) Cut and cap existing water service connection on Williams Road frontage.
- c) Install new 25mm water service connections complete with water meters for the east and west lots.
- d) At Developer's cost, the Developer is required to:
 - i) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
 - ii) Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
 - iii) Provide a right-of-way for the water meter. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) + any appurtenances (for example, the bypass on W2o-SD) + 0.5 m on all sides. Exact right-of-way dimensions to be finalized during the building permit process (or via the servicing agreement process, if one is required).
- e) At Developer's cost, the City will:
 - i) Complete all tie-ins for the proposed works to existing City infrastructure.

Storm Sewer Works:

- a) At Developer's cost, the Developer is required to:
 - i) Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the servicing agreement design.
 - ii) Confirm the capacity and condition of the existing storm connections and inspection chambers via video inspection. Retain if in good condition. If not, install new storm service connections complete with inspection chambers for the east and west lots.
- b) At Developer's cost, the City will:
 - i) Complete all tie-ins for the proposed works to existing City infrastructure.

Sanitary Sewer Works:

- a) At Developer's cost, the Developer is required to:
 - i) Cut and cap existing sanitary service connection at the south west corner of the property.
 - ii) Upgrade the existing inspection chamber at the common property line to a dual connection inspection chamber as per City specifications. Provide connections to the new east and west lots.
- b) At Developer's cost, the City will:
 - i) Complete all tie-ins for the proposed works to existing City infrastructure.

Street Lighting:

- a) At Developer's cost, the Developer is required to:
 - i) Review street lighting levels along all road and lane frontages, and upgrade as required.

General Items:

- a) At Developer's cost, the Developer is required to:
- i) Complete other frontage improvements as per Transportation requirements:
 - (1) Williams Road: remove driveway crossing and replace with curb/gutter, sidewalk, and boulevard. Remove and replace damaged/uneven sidewalk panels as necessary.
 - (2) Rear lane: along the entire south property line, upgrade the existing lane to include (from north to south) approx. 0.6 m lighting strip, 0.15 m rollover curb, 5.1 m driving surface, and 0.15 m rollover curb. Works should include the lane behind 11360 and 11368 Williams Road, which would be funded through the City's Development Coordinated Works program.
 - ii) Coordinate with BC Hydro, Telus and other private communication service providers:
 - (1) To pre-duct for future hydro, telephone and cable utilities along all road frontages.
 - (2) Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - (3) To underground overhead service lines.
 - iii) Locate/relocate all above ground utility cabinets and kiosks required to service the proposed development and proposed undergrounding works, and all above ground utility cabinets and kiosks located along the development's frontages, within the developments site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development design review process. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., statutory right-of-way dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory right-of-ways that shall be shown on the architectural plans/functional plan, the servicing agreement drawings, and registered prior to SA design approval:
 - BC Hydro PMT – 4.0 x 5.0 m
 - BC Hydro LPT – 3.5 x 3.5 m
 - Street light kiosk – 1.5 x 1.5 m
 - Traffic signal kiosk – 2.0 x 1.5 m
 - Traffic signal UPS – 1.0 x 1.0 m
 - Shaw cable kiosk – 1.0 x 1.0 m
 - Telus FDH cabinet – 1.1 x 1.0 m
 - iv) Provide, prior to start of site preparation works or within the first servicing agreement submission, whichever comes first, a preload plan and geotechnical assessment of preload, dewatering, and soil preparation impacts on the existing utilities fronting the development site and provide mitigation recommendations.
 - v) Provide a video inspection report of the existing UTILITIES along the ROAD frontages prior to start of site preparation works or within the first servicing agreement submission, whichever comes first. A follow-up video inspection, complete with a civil engineer's signed and sealed recommendation letter, is required after site preparation works are complete (i.e. pre-load removal, completion of dewatering, etc.) to assess the condition of the existing utilities and provide recommendations to retain, replace, or repair. Any utilities damaged by the pre-load, de-watering, or other ground preparation shall be replaced or repaired at the Developer's cost.
 - vi) Conduct pre- and post-preload elevation surveys of all surrounding roads, utilities, and structures. Any damage, nuisance, or other impact to be repaired at the developer's cost. The post-preload elevation survey shall be incorporated within the servicing agreement design.
 - vii) Monitor the settlement at the adjacent utilities and structures during pre-loading, dewatering, and soil preparation works per a geotechnical engineer's recommendations, and report the settlement amounts to the City for approval.
 - i) Submit a proposed strategy at the building permit stage for managing excavation de-watering. Note that the City's preference is to manage groundwater onsite or by removing and disposing at an appropriate facility. If this is not feasible due to volume of de-watering, the Developer will be required to apply to Metro Vancouver for a permit to discharge into the sanitary sewer system. If the sanitary sewer does not have adequate capacity to receive the volume of groundwater, the Developer will be required to enter into a de-watering agreement

with the City wherein the developer will be required to treat the groundwater before discharging it to the City's storm sewer system.

- ii) Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures. Retaining walls proposed to encroach into rights-of-ways must be reviewed by the City's Engineering Department.
- iii) Coordinate the servicing agreement design for this development with the servicing agreement(s) for the adjacent development(s), both existing and in-stream. The developer's civil engineer shall submit a signed and sealed letter with each servicing agreement submission confirming that they have coordinated with civil engineer(s) of the adjacent project(s) and that the servicing agreement designs are consistent. The City will not accept the 1st submission if it is not coordinated with the adjacent developments. The coordination letter should cover, but not be limited to, the following:
 - (a) Corridors for City utilities (existing and proposed water, storm sewer, sanitary and DEU) and private utilities.
 - (b) Pipe sizes, material and slopes.
 - (c) Location of manholes and fire hydrants.
 - (d) Road grades, high points and low points.
 - (e) Alignment of ultimate and interim curbs.
 - (f) Proposed street lights design.
- iv) Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

Prior to Building Permit* Issuance, the developer must complete the following requirements:

- 1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
- 2. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

Note:

- * This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

Signed _____

Date _____



City of Richmond

Bylaw 10303

Richmond Zoning Bylaw 8500 Amendment Bylaw 10303 (RZ 21-930446) 11320 Williams Road

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **“COMPACT SINGLE DETACHED (RC2)”**.

P.I.D. 008-824-517

Lot 35 Section 36 Block 4 North Range 6 West New Westminster District Plan 25887

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 10303”**.

FIRST READING



A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 

MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee

To: Planning Committee **Date:** November 29, 2021
From: John Hopkins **File:** 08-4057-08/2021-Vol
Director, Policy Planning 01
Re: **Application of Residential Rental Tenure Zoning to Preserve and Protect
60 Existing, Purpose-Built Rental Housing Sites**

Staff Recommendation

That Richmond Zoning Bylaw No. 8500 Amendment Bylaw No. 10014 (Residential Rental Tenure to Preserve and Protect Existing, Purpose-Built Rental Housing Sites) be introduced and given first reading.

John Hopkins
Director, Policy Planning
(604-276-4279)

Att. 4

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Affordable Housing	<input checked="" type="checkbox"/>	
Development Applications	<input checked="" type="checkbox"/>	
Law	<input checked="" type="checkbox"/>	
SENIOR STAFF REPORT REVIEW	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

In response to a Planning Committee referral to staff, this report recommends using rental tenure zoning to preserve and protect existing rental housing sites. The recommendation includes amending zoning for 60 existing, purpose-built, 100 percent rental housing sites to specify that units are occupied as rental units by limiting use to rental. The affected sites include the following categories of rental housing: non-market housing, cooperative housing, and market rental housing that is not strata-titled.

The intention of the proposal to amend the zoning for 60 existing, purpose-built rental sites is to ensure that if these sites are redeveloped under existing zoning (i.e., no associated rezoning application), the property is redeveloped as a 100 percent rental site. This would complement existing Official Community Plan (OCP) policy which establishes that if an existing rental building is redeveloped through a rezoning application, redevelopment is conditional to preserving the site for purpose-built rental housing.

This report supports Council's Strategic Plan 2018-2022 Strategy #6 Strategic and Well-Planned Growth:

Leadership in effective and sustainable growth that supports Richmond's physical and social needs.

6.5 Ensure diverse housing options are available and accessible across the housing continuum.

This report supports Council's Strategic Plan 2018-2022 Strategy #8 An Engaged and Informed Community:

Ensure that the citizenry of Richmond is well-informed and engaged about City business and decision-making.

8.1 Increased opportunities for public engagement.

Analysis

Rental Tenure Zoning to Secure Rental Housing in New Development and to Protect Existing Rental Stock

Legislation that permits a local government to specify housing tenure is a relatively new tool that is available to local government. As such, Richmond has been using zoning to secure rental housing in new development in accordance with existing City programs and policies (e.g., Low End Market Rental (LEMR) units and market rental units). Prior to introduction of this legislation, rental units could only be secured by a housing agreement that is registered on title of a property, paired with a Housing Agreement Bylaw that is adopted by Council. While rental tenure zoning specifies tenure, it does not regulate rental rates and affordability. Application of rental rate restrictions (e.g., LEMR units), requires adoption of an associated bylaw and registration of an agreement on title.

In addition to using residential rental tenure zoning to secure new rental units, this legislation can be used to preserve and protect existing rental housing. Rental tenure zoning is considered the strongest tool that Council and staff have at their disposal to require housing units to be occupied as rental units.

Further, the application of residential rental tenure zoning would provide a bylaw underpinning for the existing OCP rental replacement policy which prohibits market strata ownership (e.g., condos). If an existing rental building is redeveloped through a rezoning application, redevelopment is conditional to complying with the existing OCP Market Rental Housing Policy, which protects existing rental housing sites by:

- Discouraging redevelopment of properties containing purpose-built market rental housing.
- Specifying redevelopment of sites that have existing market rental units are subject to the following:
 - the site continues to be used for rental housing; and
 - existing market rental units are replaced at a minimum ratio of one to one (one new rental unit secured as affordable housing using a housing agreement for each existing market rental unit).

Existing, Purpose-Built Rental Housing Stock

As outlined in the previous staff reports to Council, staff recommend applying residential rental tenure zoning to 60 properties with existing, purpose-built, 100 percent rental housing to preserve the sites for rental housing if the owner applies to redevelop the property without an associated rezoning application. Redevelopment that involves rezoning would be subject to existing OCP policy that ensures the site continues to be used for rental housing and existing rental units are replaced with LEMR units. The sites include approximately 4,125 housing units, which fall within the following categories of rental housing:

- non-market housing;
- cooperative housing; and
- market rental housing that is not strata-titled.

Attachment 1 summarizes the number of units within each of the categories of rental housing listed above and includes a series of maps indicating the location of the parcels.

Stakeholder Consultation

In November 2020, staff invited stakeholders, who have expressed opposition to the proposed amendment, to a discussion that was hosted digitally. The meeting was scheduled to confirm that staff have heard the concerns that have been expressed by affected property owners and/or industry representatives during previous consultation. Attachment 2 includes a summary of the meeting and post meeting submissions from the Urban Development Institute and the Richmond Chamber of Commerce.

Stakeholders, who oppose the proposal to amend the zoning for the subject properties to specify rental tenure, expressed the following concerns:

- Rezoning the subject sites is perceived to be an infringement on property rights that will reduce the value of the properties, which should be offset with a corresponding equivalent increase in density.
- Limiting the tenure would affect the property's valuation and may affect the owner's ability to leverage and/or access the site's equity; thereby, affecting an owner's ability to pay for unexpected maintenance/repair costs.
- The proposed rezoning is unnecessary as the OCP Market Rental Housing Policy secures one to one replacement of the existing supply of purpose-built rental housing in the city at the time of redevelopment.
- Rezoning the subject sites is an additional layer of regulatory change that has a cumulative affect on the overall viability of the rental business model, which some stakeholders advise is less profitable and associated with greater risk than strata-titled development that is sold to individual owners.

Participating stakeholders advocate for an incentives based approach to encourage future retention of rental housing on the subject sites. The comments reiterate the concerns that were expressed by stakeholders, who do not support the proposed amendment, during generalized rental housing workshops that were hosted in 2019.

Broad consultation related to rental housing was undertaken in 2019 and included information sharing and collection of feedback through LetsTalkRichmond.ca (LTR). Almost two-thirds of respondents on LTR supported using residential rental tenure zoning to secure existing purpose-built rental buildings for rental use only.

Staff maintain the recommendation to amend the existing zoning for the 60 subject sites for rental housing as it would protect those sites in the event the property owner applies to redevelop without an associated rezoning application (i.e., development permit application only). If the property owner applied to redevelop and it included rezoning, the application would be subject to existing OCP policy, which prohibits market strata housing (e.g., condos).

Other Municipal Approaches

Staff surveyed a number of municipalities regarding their approach to preserving and protecting existing, purpose-built rental housing sites and received responses from the following municipalities: Burnaby, Coquitlam, Delta, Kelowna, New Westminster, North Vancouver, Surrey, Vancouver and Victoria. To date, only the municipality of New Westminster has applied rental tenure zoning to preserve and protect existing rental housing sites.

New Westminster has applied rental tenure zoning to 18 sites including 12 city-owned sites and six privately owned strata-titled sites. Notably, the approach recommended in this report does not include strata-titled rental sites. Staff did not find any other examples of a jurisdiction that has applied rental tenure zoning to protect and preserve existing rental housing sites. Attachment 3 summarizes the municipal survey responses.

Options

The following options and recommendations are presented for Council's consideration.

Option 1: Endorse and grant first reading to proposed Bylaw 10014 to rezone 60 existing, purpose-built, 100 percent rental sites to specify that these properties must be used for residential rental tenure only (Recommended)

Implementing residential rental tenure zoning for the identified 60 existing, purpose-built, rental housing sites would maintain the sites as purpose-built rental housing in the case redevelopment is proposed without an associated rezoning application and reflects the importance of rental housing in the City's overall housing stock. In addition, residential rental tenure zoning would provide a bylaw underpinning for the existing OCP rental policy.

The proposed zoning amendment is enabled by Provincial legislation that provides local governments with the authority to zone for residential rental tenure to preserve the supply of rental housing in their communities, as well as to increase the availability of rental housing.

The proposed amendment affects only tenure; density and unit yield would be unaffected. A developer's ability to redevelop to maximize unrealized density potential under existing zoning would not be affected.

Proposed Zoning Changes

Bylaw 10014, if adopted by Council, would amend Richmond Zoning Bylaw No. 8500 to:

- Define "residential rental tenure zoning" with reference to the specific forms of rental housing (i.e., market rental, non-market and cooperative housing).
- Amend the zones of the 60 subject properties to specify that they can be used for residential rental tenure only. Bylaw 10014 is attached to this report.

There are a total of 16 separate residential zones which have been utilized to develop the 60 existing purpose-built rental housing sites. These zones are listed in Attachment 4.

Public Consultation

Should Planning Committee endorse proposed Bylaw 10014, the bylaw will be forwarded to the next open Council Meeting for City Council's consideration. Should City Council grant first reading to the amendment bylaw, the bylaw will be forwarded to a Public Hearing. The Council Meeting and the Public Hearing will provide stakeholders and the public with opportunity to provide comments directly to City Council. Public notification for the public hearing will be provided as per the *Local Government Act*, which includes publishing notice in the local newspaper. A letter advising property owners of the proposed bylaw amendment will be mailed out if the bylaw receives first reading.

Option 2: No change (Not Recommended)

Council may opt to decline the proposed amendment bylaw and rely upon provisions in the existing OCP to preserve rental use on the sites when redevelopment includes a rezoning application. While existing OCP policy supports consideration of redevelopment of sites that

have existing market rental units only if the site continues to be used for rental housing and redevelopment includes one to one replacement of rental housing with LEMR units, redevelopment of a subject site under existing zoning is not required to provide rental housing. Therefore, if the amendment bylaw is not adopted and redevelopment is proposed without an associated rezoning application, staff would be unable to require that the site continues to provide rental housing.

Financial Impact

None.

Conclusion

The City of Richmond has demonstrated a leadership role within the rental housing sector by applying a range of approaches to increase the supply of non-market affordable housing, LEMR housing, and market rental housing. In response to Council's referral to staff to review the question of amending zoning to preserve and protect 60 existing, purpose-built rental housing sites and to undertake supplementary consultation with stakeholders, staff undertook additional analysis of the options that are available to City Council, in accordance with Council's legislated authority as enabled by the *Local Government Act*, and facilitated additional opportunity for stakeholders to share their views.

The City of Richmond is currently utilizing the residential rental tenure zoning legislation to secure new market rental housing units through site-specific redevelopment proposals that require rezoning and include voluntary development of market rental housing, which may include bonus density that is supported by existing policy. Applying residential rental tenure zoning to existing rental sites would protect Richmond's existing rental stock when an owner redevelops under existing zoning. In addition, amending the zoning on the subject sites would communicate the City's expectation that these market rental, non-market rental and cooperative housing sites are maintained as rental sites for the long term.

It is recommended that Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10014, to rezone 60 existing, purpose-built rental housing sites to specify that these properties must be used for residential rental tenure only, be introduced and given first reading.



Diana Nikolic
Program Manager, Policy Planning
(604-276-4040)
DN:cas

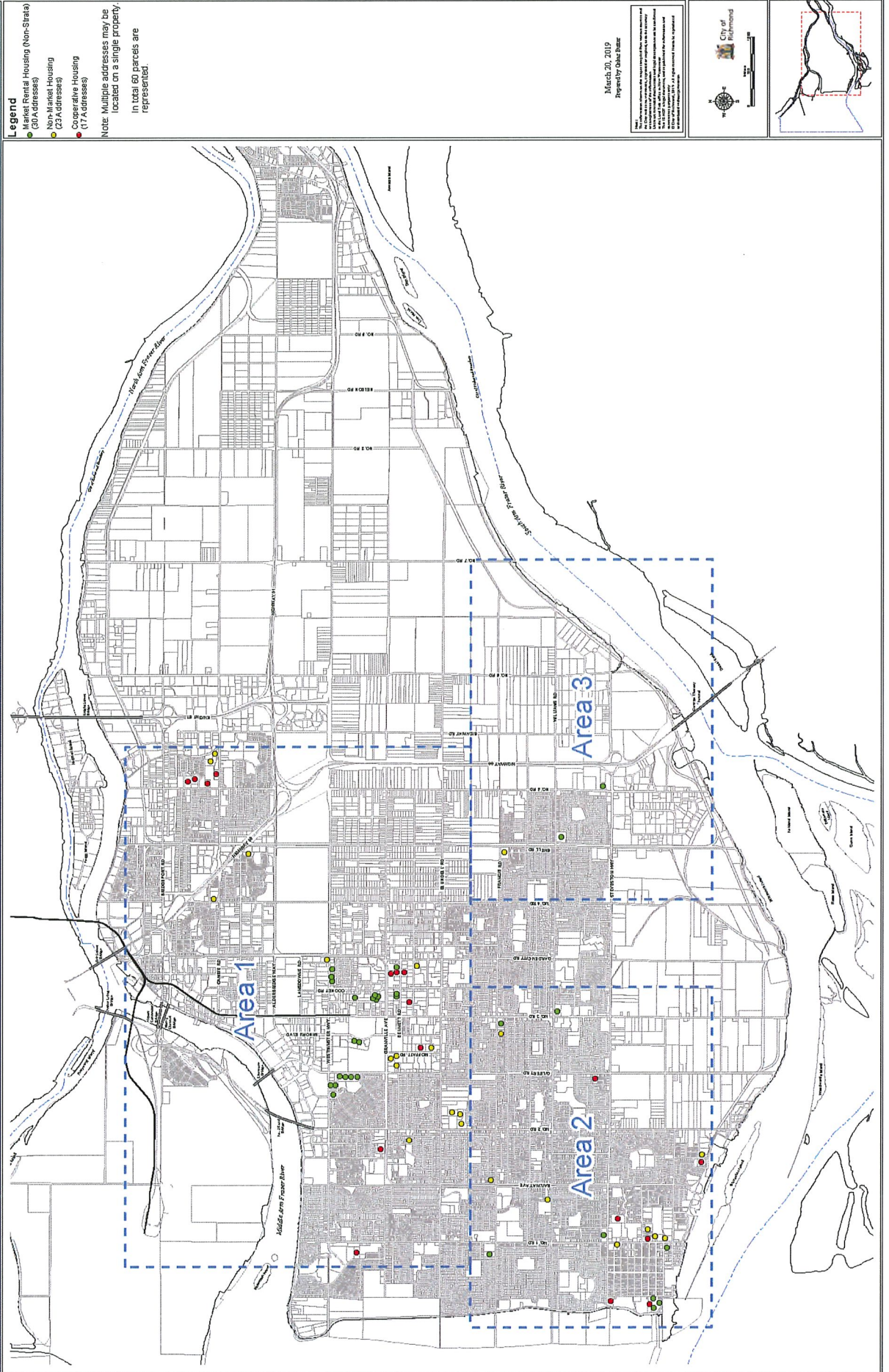
- Attachment 1: Recommended Sites for Residential Rental Tenure Zoning
- Attachment 2: November 2020: Stakeholder Meeting Summary and Letters Received from the Urban Development Institute, Richmond Chamber of Commerce
- Attachment 3: Municipal Approaches Survey Summary (Using Zoning to Preserve and Protect Existing Rental Housing Sites)
- Attachment 4: List of Zones Proposed to be Amended by Bylaw 10014

Recommended Sites for Residential Rental Tenure Zoning

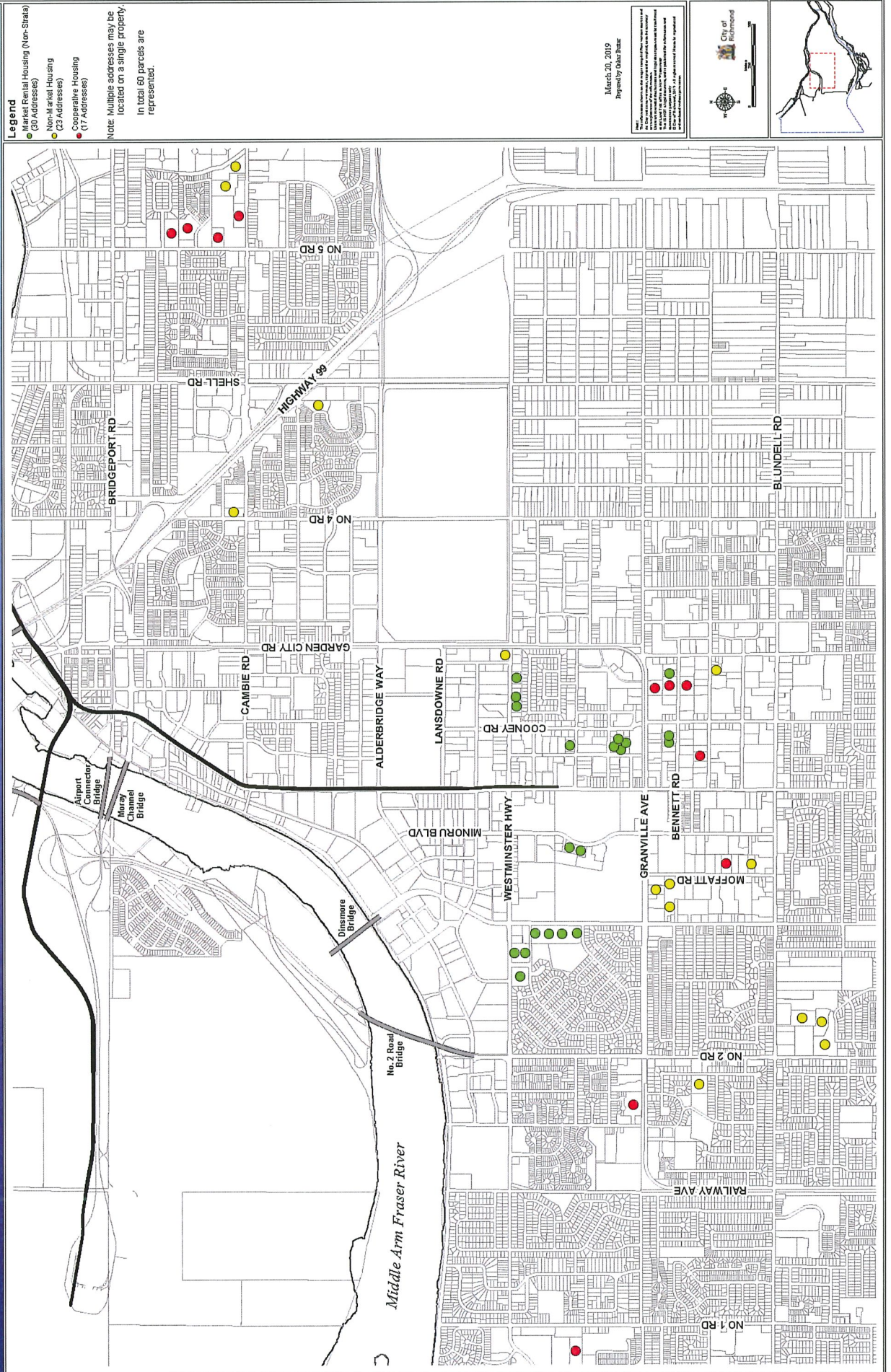
Table 1: Number of Parcels and Units Recommended to be Rezoned to Preserve and Protect Existing, Purpose-Built, 100 Percent Rental Housing Sites

Rental Housing	Number of Parcels ¹	Number of Units ¹
Market Rental Housing (non-strata only)	21	1,711 ²
Non-Market Housing (non-LEMR, non-Kiwanis/Storeys)	22	1,425 ³
Cooperative Housing	17	989 ⁴
Total	60	4,125
Notes/Sources: 1. All numbers are estimates based on best data available. 2. City of Richmond and CMHC. 3. City of Richmond. Includes housing units owned/managed by BC Housing, Metro Vancouver Housing Corporation and other non-profit housing providers. Does not include Low End Market Rental (LEMR) units or similar housing secured through Housing Agreements (e.g., Kiwanis or Storeys). 4. Metro Vancouver Housing Data Book (edition: revised September 2019) data updated to 2018.		

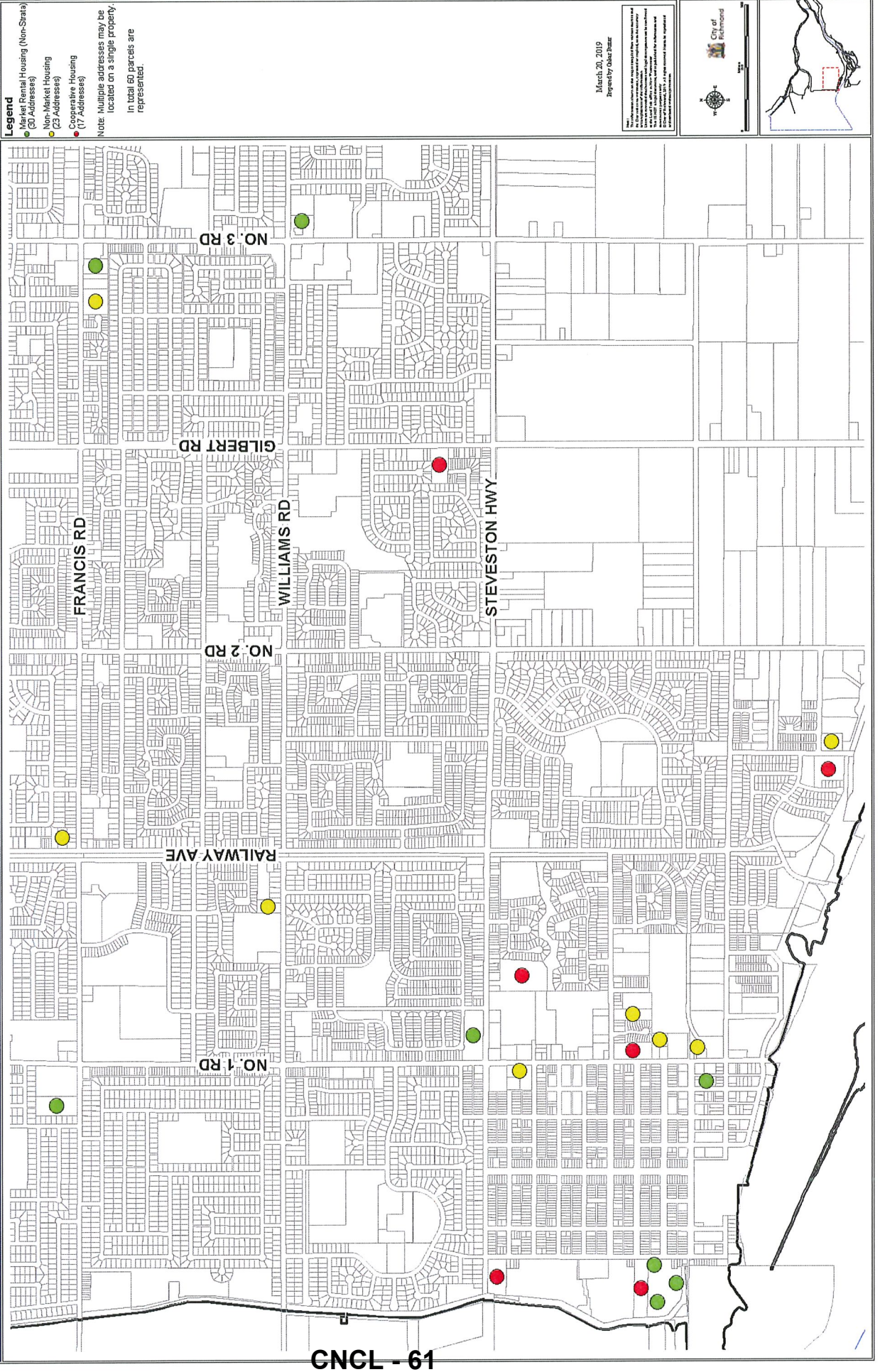
Recommended Sites for Residential Rental Tenure Zoning



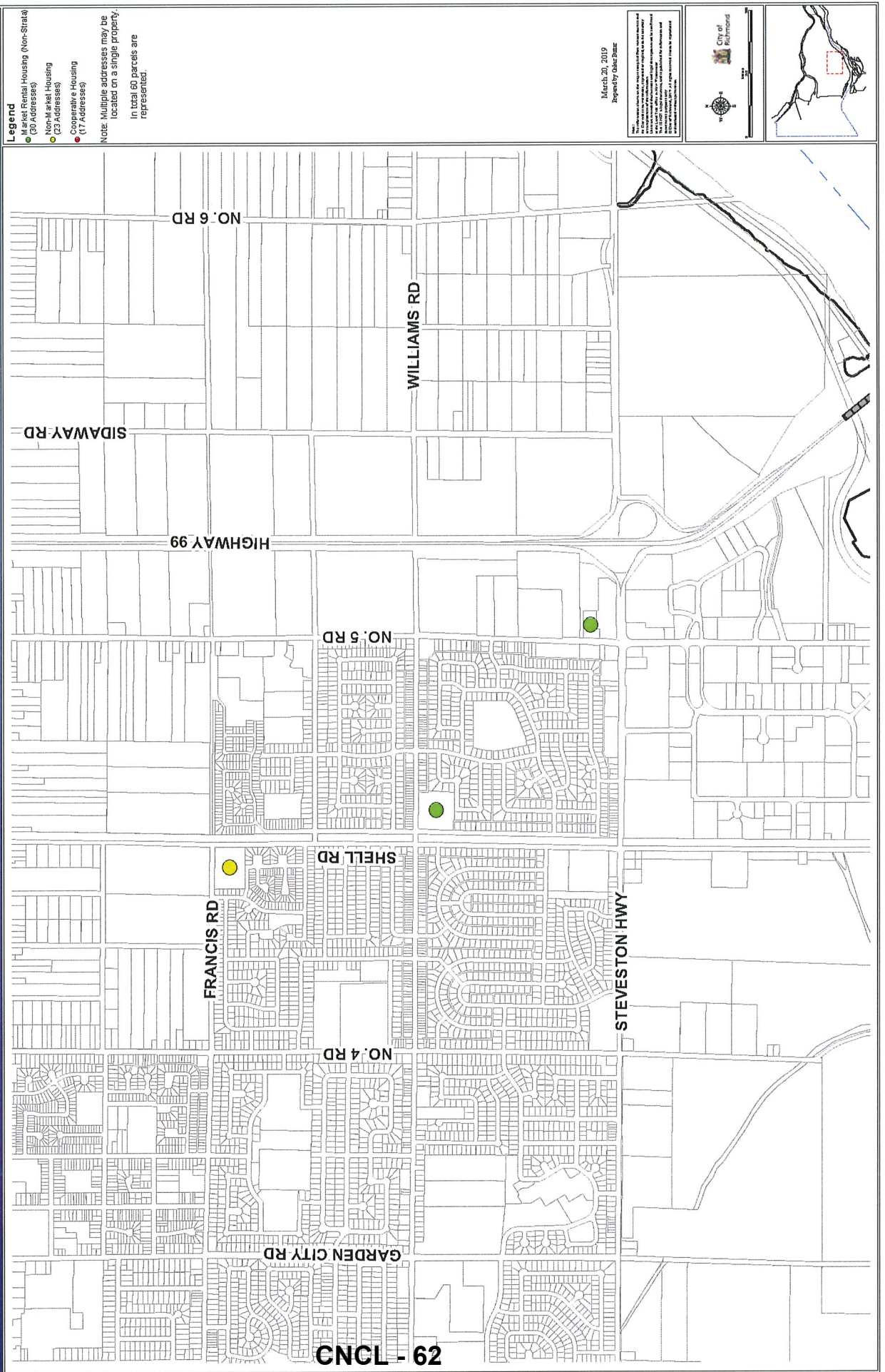
Recommended Sites for Residential Rental Tenure Zoning - Area 1



Recommended Sites for Residential Rental Tenure Zoning - Area 2



Recommended Sites for Residential Rental Tenure Zoning - Area 3



November 2020: Stakeholder Meeting Summary and Letters received from the Urban Development Institute and Richmond Chamber of Commerce



**City of
Richmond**

Consultation Summary

Planning & Development

Stakeholder Meeting
Application of Residential Rental Tenure Zoning to Existing, Purpose-Built, 100 Percent
Rental Housing Sites
Monday, November 2, 2020
10:00 am to 11:00 am
Via Webex

Attendees:

- Stakeholders: Jeff Fisher (UDI), Shaena Furlong (Richmond Chamber of Commerce), Chris Ho (Polygon), Beau Jarvis (Wesgroup), Cassandra McColman (Urban Development Institute), Dan Sakaki (Richmond Chamber of Commerce), Dana Westermarck (Oris Consulting Ltd.)
- City Staff: Barry Konkin (Director, Policy Planning), Diana Nikolic (Senior Planner/Urban Design)

Summary of Comments: Stakeholder Meeting – November 2, 2020

General Review

- Selection criteria (existing purpose-built, 100 percent rental housing sites including non-market housing, cooperative housing and market rental housing that is not strata-titled).
- Owner notification process.
- Current zoning and permitted uses.

Stakeholder Concern

- Specifying tenure may reduce the owner's ability to leverage the property by up to 30%.
- Specifying rental tenure is the equivalent of devaluing land. Any loss of value should be equitably compensated.
- Rental tenure zoning will affect the valuation of the property by the banks and will affect an owner's ability to leverage and/or access the equity in the site. Drawing from the equity is a standard method used to pay for unexpected maintenance costs and/or building repairs. Rental tenure zoning may unintentionally limit an owner's ability to maintain/repair the building.
- An incentives approach to encouraging development of market rental housing is recommended.
- Although the ownership model is unique, the value of cooperative housing properties would also be affected by rental tenure zoning.

General Comments

- Existing OCP policy, which directs that there is to be no net loss of rental housing (1:1 replacement), effectively protects the existing rental housing sites in the City.
- Cumulative regulatory changes (at the federal, provincial and local government levels) are affecting the overall viability of the rental business model (rental rate controls, COVID-19 related rental rate freeze,

General Comments

increased building insurance costs). An uncertain and changing regulatory environment results in less available capital for rental housing development, which is less profitable and associated with greater risk than strata-titled development that is sold to individuals.

- Staff are encouraged to undertake a detailed land value analysis specific to the subject properties and to share the findings with stakeholders.
- Specific neighbourhoods should be identified for targeted density increase (up to 40%) associated with market rental housing (e.g., An eastern portion of the Brighthouse Village generally within an area bound by Westminster Highway, Garden City Road, Granville Avenue and Cooney Road, specifically including the Spires Gate neighbourhood).



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Vancouver, British Columbia V6E 3S7 Canada
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www.udi.bc.ca

November 27, 2020

Barry Konkin
Manager of Policy Planning
City of Richmond
6911 No. 3 Road
Richmond BC V6Y 2C1

Dear Mr. Konkin:

RE: Residential Rental Tenure Information Sharing

Thank you for the recent update regarding the proposed rezoning of 60 sites to residential rental tenure. We appreciate the ongoing opportunities to engage with staff on this proposal. UDI was encouraged by the discussion on November 2, 2020; however, we are still concerned by the current proposal.

UDI was originally supportive of rental tenure zoning when first proposed by the Province, if it was used to encourage the creation of more rental housing and in conjunction with incentives. For example, if a single-family area was rezoned to allow multi-family homes, or if additional density was permitted on sites it may be appropriate to require the new use and/or density to be purpose-built rental housing.

The intended use of Residential Rental Tenure Zoning (RRTZ) was to support increases in rental housing, rather than freeze existing stock and prevent higher density redevelopment. Some municipalities have used other approaches to protect tenants including Housing Agreements or Tenant Protection and Relocation Plans, while still allowing options for the redevelopment of more new rental homes.

The proposed rental tenure zoning change by the City of Richmond would send the wrong signal to builders who are interested in providing new purpose-built rental homes. By removing the stability and predictability that builders, and the lending institutions who support, them rely on, it may discourage new investments in rental housing.

We remain concerned that the current proposal as presented by City of Richmond staff will result in a devaluation of rental properties. There are unintended consequences to reductions in property values; builders use the value of their sites to leverage loans for future projects. If their portfolios are worth less, their borrowing capacity to invest in new projects and upgrading existing buildings is also reduced.

Despite these concerns, we were encouraged by the discussion on November 2; there was a recognition by staff that the proposed change in zoning would have a financial impact on some property owners. We were also supportive of the exploration of methods to compensate owners for potential losses. UDI would be pleased to work with staff to develop this proposal further.

To support any discussions of compensation, and better inform property owners of the impact of the proposed changes, we strongly reiterate the need for detailed financial analysis to be conducted on these 60 sites. A third-party financial analysis would better inform the City, the affected property owners, and the public regarding impacts of this zoning change.

We thank staff again for meeting with UDI and other organizations regarding these proposals, and ask that you consider our recommendations as you advance this proposal. UDI would be pleased to continue these discussions and we look forward to working with Richmond on this and other initiatives.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anne McMullin', with a stylized flourish at the end.

Anne McMullin
President & CEO



November 17th, 2020

Diana Nikolic
Senior Planner (Urban Design)
Policy Planning Department
City of Richmond
Delivered Electronically (dnikolic@richmond.ca)

Further to your meeting with Richmond Chamber of Commerce (RCC) senior staff on Monday, November 2, 2020, the Richmond Chamber of Commerce wishes to restate some key points, as work on the City of Richmond's residential rental tenure zoning continues. As appropriate, we intend to reiterate these concerns to Mayor & Council before this issue is back on the agenda in Q1 2021.

The RCC recognizes Council's intent to preserve and expand affordable housing stock in Richmond. This is a goal we share. While well intentioned, we believe the proposed rezoning of the 60 properties in this initial proposal may have an adverse effect on the current situation. We believe that the following actions would provide greater clarity to Mayor & Council when making this critical decision:

1. Conduct a third-party value loss consultation

Rezoning these 60 properties under residential rental tenure zoning will change the value of the properties. This will impact the owners' ability to finance major repairs, and any future redevelopment, as the properties age, or as the landlord wishes to redevelop with greater density. The City of New Westminster faced legal challenges when bringing in a similar program. It is prudent for the City of Richmond to be aware of the financial impact this proposal will have on current property owners.

2. Plan to make owners whole

The landlords in question will be facing a potentially large loss in value of their property. The City of Richmond should have a plan to make these owners whole regarding the loss of value on their investment. Our members rely on a stable regulatory framework in which land is not devalued arbitrarily by governments. This is a key factor in their ability to obtain funding for projects. If rental-tenure zoning is imposed without substantial incentives and a stable regulatory framework, it will discourage investment in new rental homes-the opposite of the desired outcome.

3. Reconsider existing mechanisms for preserving and expanding rental housing stock

The Official Community Plan already protects residential rental housing units through its no net loss 1:1 rental policy. Why not use that existing tool to preserve rental units, while incentivizing the creation of new, modern market rental? While density is the most effective incentive for rental provision, it cannot always be provided in sufficient quantities due to Richmond's unique height and depth constraints. Other incentives, such as lower parking minimums could be used to support more rental development.

In closing, there has recently been a major shift in the real estate market. It is crucial that municipalities across the region recognize this change when crafting policies that could unintentionally strain the viability of desired projects. It is imperative that bold incentives be provided to rental builders if Richmond wants to aggressively achieve its goal of building more rental homes. For over 30 years, the development of new rental housing has fallen behind demand. There simply aren't enough economic incentives to build purpose-built rentals over strata market housing. However, Vancouver, Seattle and Kelowna have all recently used substantial incentives to tip the scales in favour of more rental stock, and that has worked very well. Richmond should follow suit.

Thank you for your time and consideration,



Brian Corcoran
Chair, Richmond Chamber of Commerce

**Municipal Approaches Survey Summary
(Using Zoning to Preserve and Protect Existing Rental Housing Sites)**

Municipality Name	Does your municipality currently use rental tenure zoning to preserve and protect existing rental housing?	Does the application of rental tenure zoning to preserve and protect existing rental housing include incentives?	How many sites were secured as rental housing sites
Richmond	Bylaw amendments are proposed to preserve and protect 60 existing, purpose-built, 100 percent rental housing sites	Secured rental housing is eligible for the following incentives: <ul style="list-style-type: none"> • Parking reductions • Exempt from public art and community planning contributions • Fast Track processing 	Proposed: 60 sites (approximately 4,125 units) including: <ul style="list-style-type: none"> • Market rental housing (not strata titled) 21 sites (approximately 1,711 units) • Non-market housing (not including LEMR, Kiwanis/Storeys): 22 sites (approximately 1,425 units) • Cooperative housing: 17 sites (approximately 989 units)
Burnaby	No	N/A	N/A
Coquitlam	No	N/A	N/A
Delta	No	N/A	N/A
Kelowna	No	N/A	N/A
New Westminster	Yes	No	18 sites (approximately 253 units) including: <ul style="list-style-type: none"> • 6 privately owned sites developed with strata titled rental buildings (approximately 230 units). • 12 city-owned properties (approximately 23 units)¹
North Vancouver	No	N/A	N/A
Surrey	No	N/A	N/A
Vancouver	No	N/A	N/A
Victoria	No	N/A	N/A

¹ Rezoning was upheld by a March 30, 2021 Supreme Court of British Columbia ruling

List of Zones Proposed to be Amended by Bylaw 10014

- Low Density Townhouses (RTL1, RTL2, RTL3, RTL4);
- Low Density Low Rise Apartments (RAL1, RAL2);
- Medium Density Low Rise Apartments (RAM1, RAM2, RAM3);
- Steveston Commercial (CS2, CS3);
- Residential/Limited Commercial (RCL1, RCL2, RCL3, RCL4, RCL5);
- Town Housing (ZT28) – Odlinwood (West Cambie);
- Town Housing (ZT38) – Williams Road (Shellmont);
- Town Housing (ZT75) – Rosewood (Blundell);
- Town Housing (ZT76) – Steveston;
- Town Housing (ZT78) – Thompson and Steveston;
- Low Rise Apartment (ZLR33) – Brighthouse Village (City Centre);
- Low Rise Apartment (ZLR34) – Brighthouse Village (City Centre);
- Low Rise Apartment (ZLR35) – St. Albans Sub Area (City Centre);
- Low Rise Apartment (ZLR36) – Brighthouse Village (City Centre);
- Commercial Mixed Use (ZMU18) – The Gardens (Shellmont); and
- Non-Profit Residential (ZR3) – Williams Road (Seafair).



**Richmond Zoning Bylaw 8500
Amendment Bylaw 10014
(Residential Rental Tenure)**

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

- 1) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 3.4 [Use and Term Definitions] by:

- a) adding the following new definition in the correct alphabetical order:

“Cooperative housing unit	means a dwelling unit in a multi-family residential development owned and operated by a housing cooperative association incorporated under the <i>Cooperative Association Act</i> , as may be amended or replaced from time to time.”
----------------------------------	--

- b) adding the following new definition in the correct alphabetical order:

“Non-market housing unit	means a dwelling unit that
	<p>a) has received upfront (capital) and/or ongoing (operating) direct government funding,</p> <p>b) has a rental rate at or below average rent in the City of Richmond as defined by the Canada Mortgage and Housing Corporation, or such other national governmental housing agency as may replace the Canada Mortgage and Housing Corporation, and</p> <p>c) is targeted for occupancy by households who earn less than median income.”</p>

- c) adding the following new definition in the correct alphabetical order:

“Residential rental tenure

means, in relation to a **dwelling unit** in a multi-family residential **building**,

- a) occupancy of a **dwelling unit**, including a **market rental unit** or **non-market housing unit**, governed by a tenancy agreement that is subject to the *Residential Tenancy Act* (BC), as may be amended or replaced from time to time;
- b) occupancy of a **non-market housing unit** governed by a tenancy agreement which may or may not be subject to the *Residential Tenancy Act* (BC), as may be amended or replaced from time to time, and where the landlord is B.C. Housing Management Commission or a non-profit society incorporated under the *Societies Act* (BC), as may be amended or replaced from time to time, where the society’s objectives include the provision of rental housing; and
- c) occupancy of a **cooperative housing unit**.”

- 2) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 8.6 [Low Density Townhouses (RTL1, RTL2, RTL3, RTL4)] by adding a new Section 8.6.11 as follows, and renumbering the remaining sections accordingly:

“8.6.11 Residential Rental Tenure

- 1. **Residential rental tenure** may be located anywhere in this zone.
- 2. Notwithstanding Section 8.6.11.1, any **dwelling units** located at the following **sites** may only be used for **residential rental tenure**:
 - a) 11631 7th Avenue
P.I.D. 000-708-461
Parcel One Sections 3 and 4 Block 3 North Range 7 West New Westminster District Reference Plan 68273
 - b) 10771 Auburn Drive
P.I.D. 003-434-508
Lot 455 Section 26 Block 4 North Range 6 West New Westminster District Plan 64064

- c) 6071 Azure Road
P.I.D. 002-379-953
Lot 592 Section 7 Block 4 North Range 6 West New Westminster
District Plan 25611
- d) 6600 Barnard Drive
P.I.D. 018-683-312
Lot 9 Section 10 Block 4 North Range 7 West New Westminster
District Plan LMP15854
- e) 12060 Bath Road
P.I.D. 004-263-430
Lot 45 Section 30 Block 5 North Range 5 West New Westminster
District Plan 15861
- f) 12211 Cambie Road
P.I.D. 011-302-984
Lot 1 Section 30 Block 5 North Range 5 West New Westminster
District Plan 78015
- g) 12551 Cambie Road
P.I.D. 003-472-175
Lot 153 Section 30 Block 5 North Range 5 West New Westminster
District Plan 64669
- h) 12571 Cambie Road
P.I.D. 003-472-183
Lot 154 Section 30 Block 5 North Range 5 West New Westminster
District Plan 64669
- i) 4080 Garry Street
P.I.D. 012-966-452
Lot 1 Section 2 Block 3 North Range 7 West New Westminster
District Plan 80334
- j) 10771 Gilbert Road
P.I.D. 005-655-382
Parcel "One" Section 31 Block 4 North Range 6 West New Westminster
District Reference Plan 73256
- k) 12055 Greenland Drive
P.I.D. 002-394-120
Lot 258 Section 30 Block 5 North Range 5 West New Westminster
District Plan 66221

- l) 10000 Kilby Drive
P.I.D. 018-199-879
Lot 1 Section 26 Block 5 North Range 6 West New Westminster
District Plan LMP9881
 - m) 7251 Langton Road
P.I.D. 003-460-525
Lot 319 Section 13 Block 4 North Range 7 West New Westminster
District Plan 49467
 - n) 6800 Lynas Lane
P.I.D. 003-657-248
Lot 784 Section 12 Block 4 North Range 7 West New Westminster
District Plan 65642
 - o) 3640 No. 5 Road
P.I.D. 009-408-533
Parcel “One” Section 30 Block 5 North Range 5 West New
Westminster District Reference Plan 76547
 - p) 2960 Steveston Highway
P.I.D. 005-318-378
Parcel “One” Section 33 and 34 Block 4 North Range 7 West and
Section 3 and 4 Block 3 North Range 7 West New Westminster
District Plan 72974
 - q) 12411 Trites Road
P.I.D. 010-542-639
Lot D Section 12 Block 3 North Range 7 West New Westminster
District Plan 77442”
- 3) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 8.10 [Low Density Low Rise Apartments (RAL1, RAL2)] by adding a new Section 8.10.11 as follows, and renumbering the remaining sections accordingly:

“8.10.11 Residential Rental Tenure

- 1. **Residential rental tenure** may be located anywhere in this zone.
- 2. Notwithstanding Section 8.10.11.1, any **dwelling units** located at the following **sites** may only be used for **residential rental tenure**:
 - a) 11671, 11673 and 11675 7th Avenue
P.I.D. 004-866-711
Lot 153 Section 4 Block 3 North Range 7 West New Westminster
District Plan 54197

- b) 3851 Francis Road
P.I.D. 003-474-348
Lot 2 Section 22 Block 4 North Range 7 West New Westminster
District Plan 20670
 - c) 7500 Francis Road
P.I.D. 004-174-887
Parcel “A” (Reference Plan 61175) of Lots 8, 9, 10, 11 and 12
Section 29 Block 4 North Range 6 West New Westminster District
Plan 11272”
- 4) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 8.11 [Medium Density Low Rise Apartments (RAM1, RAM2, RAM3)] by adding a new Section 8.11.11 as follows, and renumbering the remaining sections accordingly:

“8.11.11 Residential Rental Tenure

- 1. **Residential rental tenure** may be located anywhere in this zone.
- 2. Notwithstanding Section 8.11.11.1, any **dwelling units** located at the following **sites** may only be used for **residential rental tenure**:
 - a) 6051 Azure Road and 6800 Westminister Highway
P.I.D. 003-586-162
Lot 591 Section 7 Block 4 North Range 6 West New Westminster
District Plan 25611
 - b) 8631 Bennett Road
P.I.D. 002-070-383
Lot 394 Section 16 Block 4 North Range 6 West New Westminster
District Plan 66963
 - c) 8640 Bennett Road
P.I.D. 010-469-443
Lot D (AB39935) Block C Section 16 Block 4 North Range 6 West
New Westminster District Plan 1262
 - d) 8711 Bennett Road
P.I.D. 000-868-281
Parcel “385” Section 16 Block 4 North Range 6 West New
Westminster District Plan 63504
 - e) 4100 Chatham Street
P.I.D. 002-143-496
Parcel 23 Section 11 Block 3 North Range 7 West New Westminster
District Reference Plan 66733

- f) 8251 Cook Road
P.I.D. 004-926-498
Lot 190 Except: Part Subdivided by Plan 57261, Section 9 Block 4
North Range 6 West New Westminster District Plan 56177
- g) 7700 Francis Road
P.I.D. 006-719-368
Lot 179 Section 29 Block 4 North Range 6 West New Westminster
District Plan 43246
- h) 4200 Garry Street
P.I.D. 006-091-466
Parcel One Section 2 Block 3 North Range 7 West New Westminster
District Reference Plan 73640
- i) 8191 General Currie Road
P.I.D. 012-484-369
Parcel "One" Section 16 Block 4 North Range 6 West New
Westminster District Reference Plan 79666
- j) 8700 General Currie Road
P.I.D. 017-346-720
Parcel One Section 16 Block 4 North Range 6 West New
Westminster District Reference Plan LMP445
- k) 6211, 6311, 6411 and 6511 Gilbert Road
P.I.D. 002-514-605
Lot 589 Section 7 Block 4 North Range 6 West New Westminster
District Plan 25611
- l) 7120 Gilbert Road and 7151 Moffatt Road
P.I.D. 002-241-391
Lot 1 Section 17 Block 4 North Range 6 West New Westminster
District Reference Plan 70265
- m) 8520 Granville Avenue
P.I.D. 002-119-951
Lot 393 Section 16 Block 4 North Range 6 West New Westminster
District Plan 66963
- n) 6451 Minoru Boulevard
P.I.D. 004-932-382
Lot 44 Section 8 Block 4 North Range 6 West New Westminster
District Plan 29965

- o) 6551 Minoru Boulevard
P.I.D. 004-134-516
Lot 43 Section 8 Block 4 North Range 6 West New Westminster
District Plan 29965
- p) 7460 Moffatt Road
P.I.D. 008-260-567
Parcel "A" Section 17 Block 4 North Range 6 West New
Westminster District Reference Plan 75487
- q) 7660 Moffatt Road
P.I.D. 000-557-528
Parcel 141 Section 17 Block 4 North Range 6 West New
Westminster District Plan 66982
- r) 11131 No. 1 Road
P.I.D. 019-046-707
Lot 2 Section 3 Block 3 North Range 7 West New Westminster
District Plan LMP19873
- s) 11820 No. 1 Road
P.I.D. 001-431-030
Lot 2 Section 2 Block 3 North Range 7 West New Westminster
District Plan 69234
- t) 10100 No. 3 Road
P.I.D. 014-178-338
Lot 457 Except: Firstly: Part Subdivided by Plan 39227 and
Secondly: Parcel "D" (Bylaw Plan 56046), Section 33 Block 4 North
Range 6 West New Westminster District Plan 37887
- u) 8720 Railway Avenue
P.I.D. 000-596-566
Lot 243 Section 24 Block 4 North Range 7 West New Westminster
District Plan 67942
- v) 12500 Trites Road
P.I.D. 017-612-233
Lot 1 Section 12 Block 3 North Range 7 West New Westminster
District Plan LMP2664
- w) 8500 Westminster Highway
P.I.D. 003-834-638
Lot 194 Section 9 Block 4 North Range 6 West New Westminster
District Plan 58471

- x) 8911 Westminster Highway
P.I.D. 017-240-107
Lot 1 Sections 3 and 4 Block 4 North Range 6 West New Westminster District Plan LMP69”

- 5) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 9.2 [Steveston Commercial (CS2, CS3)] by adding a new Section 9.2.11 as follows, and renumbering the remaining sections accordingly:

“9.2.11 Residential Rental Tenure

1. **Residential rental tenure** may be located anywhere in this zone.”
2. Notwithstanding Section 9.2.11.1, any **dwelling units** located at the following **site** may only be used for **residential rental tenure**:
 - a) 12020 1st Avenue
P.I.D. 009-712-178
Parcel A Section 10 Block 3 North Range 7 West New Westminster District Reference Plan 76840”

- 6) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 9.4 [Residential/Limited Commercial (RCL1, RCL2, RCL3, RCL4, RCL5)] by adding a new Section 9.4.11 as follows, and renumbering the remaining sections accordingly:

“9.4.11 Residential Rental Tenure

1. **Residential rental tenure** may be located anywhere in this zone.”
2. Notwithstanding Section 9.4.11.1, any **dwelling units** located at the following **site** may only be used for **residential rental tenure**:
 - a) 7260 Granville Avenue
P.I.D. 007-849-346
Parcel “1” Section 17 Block 4 North Range 6 West New Westminster District Reference Plan 74871”

- 7) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 17.28 [Town Housing (ZT28) – Odlinwood (West Cambie)] by adding a new Section 17.28.11 as follows, and renumbering the remaining sections accordingly:

“17.28.11 Residential Rental Tenure

1. **Residential rental tenure** may be located anywhere in this zone.

2. Notwithstanding Section 17.28.11.1, any **dwelling units** located at the following **site** may only be used for **residential rental tenure**:

- a) 10711 Shepherd Drive
P.I.D. 024-726-168
Lot B Section 35 Block 5 North Range 6 West New Westminster
District Plan LMP45255”

- 8) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 17.38 [Town Housing (ZT38) – Williams Road (Shellmont)] by adding a new Section 17.38.11 as follows, and renumbering the remaining sections accordingly:

“17.38.11 Residential Rental Tenure

1. **Residential rental tenure** may be located anywhere in this zone.
2. Notwithstanding Section 17.38.11.1, any **dwelling units** located at the following **site** may only be used for **residential rental tenure**:
 - a) 11020 Williams Road
P.I.D. 024-691-372
Lot A Section 36 Block 4 North Range 6 West New Westminster
District Plan LMP44354”

- 9) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 17.75 [Town Housing (ZT75) – Rosewood (Blundell)] by adding a new Section 17.75.11 as follows, and renumbering the remaining sections accordingly:

“17.75.11 Residential Rental Tenure

1. **Residential rental tenure** may be located anywhere in this zone.”
2. Notwithstanding Section 17.75.11.1, any **dwelling units** located at the following **sites** may only be used for **residential rental tenure**:
 - a) 6220 Blundell Road
P.I.D. 003-549-496
Lot 141 Except: Part Subdivided by Plan 48878, Section 19 Block 4
Range 6 West New Westminster District Plan 48423
 - b) 8220 No. 2 Road
P.I.D. 003-549-577
Lot 139 Section 19 Block 4 North Range 6 West New Westminster
District Plan 48423

- c) 8280 No. 2 Road
P.I.D. 003-549-615
Lot 138 Section 19 Block 4 North Range 6 West New Westminster
District Plan 48423”

- 10) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 17.76 [Town Housing (ZT76) – Steveston] by adding a new Section 17.76.11 as follows, and renumbering the remaining sections accordingly:

“17.76.11 Residential Rental Tenure

1. **Residential rental tenure** may be located anywhere in this zone.”
2. Notwithstanding Section 17.76.11.1, any **dwelling units** located at the following **site** may only be used for **residential rental tenure**:
 - a) 4340 Steveston Highway
P.I.D. 004-108-094
Lot 390 Section 2 Block 3 North Range 7 West New Westminster
District Plan 46799”

- 11) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 17.78 [Town Housing (ZT78) – Thompson and Steveston] by adding a new Section 17.78.11 as follows, and renumbering the remaining sections accordingly:

“17.78.11 Residential Rental Tenure

1. **Residential rental tenure** may be located anywhere in this zone.
2. Notwithstanding Section 17.78.11.1, any **dwelling units** located at the following **site** may only be used for **residential rental tenure**:
 - a) 4160 Bonavista Drive
P.I.D. 003-862-216
Lot 887 Section 35 Block 4 North Range 7 West New Westminster
District Plan 57562”

- 12) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 18.33 [Low Rise Apartment (ZLR33) – Brighthouse Village (City Centre)] by adding a new Section 18.33.11 as follows, and renumbering the remaining sections accordingly:

“18.33.11 Residential Rental Tenure

1. **Residential rental tenure** may be located anywhere in this zone.

2. Notwithstanding Section 18.33.11.1, any **dwelling units** located at the following **site** may only be used for **residential rental tenure**:
 - a) 6780 and 6880 Buswell Street and 8200 and 8300 Park Road
P.I.D. 003-590-046
Parcel “L” (Reference Plan 49395) Section 9 Block 4 North Range 6
West New Westminster District Plan 302”
- 13) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 18.34 [Low Rise Apartment (ZLR34) – Brighthouse Village (City Centre)] by adding a new Section 18.34.11 as follows, and renumbering the remaining sections accordingly:

“18.34.11 Residential Rental Tenure

1. **Residential rental tenure** may be located anywhere in this zone.
2. Notwithstanding Section 18.34.11.1, any **dwelling units** located at the following **site** may only be used for **residential rental tenure**:
 - a) 8540 Westminster Highway
P.I.D. 003-605-779
Lot 40 Section 9 Block 4 North Range 6 West New Westminster
District Plan 53874”
- 14) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 18.35 [Low Rise Apartment (ZLR35) – St. Albans Sub Area (City Centre)] by adding a new Section 18.35.11 as follows, and renumbering the remaining sections accordingly:

“18.35.11 Residential Rental Tenure

1. **Residential rental tenure** may be located anywhere in this zone.
2. Notwithstanding Section 18.35.11.1, any **dwelling units** located at the following **sites** may only be used for **residential rental tenure**:
 - a) 8291 Bennett Road
P.I.D. 001-435-388
Lot 373 Section 16 Block 4 North Range 6 West New Westminster
District Plan 55806
 - b) 8351 Bennett Road
P.I.D. 000-965-031
Lot 374 Section 16 Block 4 North Range 6 West New Westminster
District Plan 55806”
- 15) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 18.36 [Low Rise Apartment (ZLR36) – Brighthouse Village (City Centre)] by adding a new Section 18.36.11 as follows, and renumbering the remaining sections accordingly:

“18.36.11 Residential Rental Tenure

1. **Residential rental tenure** may be located anywhere in this zone.
 2. Notwithstanding Section 18.36.11.1, any **dwelling units** located at the following **site** may only be used for **residential rental tenure**:
 - a) 8660 Westminster Highway
P.I.D. 003-680-282
Lot 188 Section 9 Block 4 North Range 6 West New Westminster
District Plan 55677”
- 16) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 20.18 [Commercial Mixed Use (ZMU18) – The Gardens (Shellmont)] by adding a new Section 20.18.11 as follows, and renumbering the remaining sections accordingly:

“20.18.11 Residential Rental Tenure

1. **Residential rental tenure** may be located anywhere in this zone.
 2. Notwithstanding Section 20.18.11.1, any **dwelling units** located at the following **site** may only be used for **residential rental tenure**:
 - a) 10820 No. 5 Road
P.I.D. 028-631-561
Lot C Section 31 Block 4 North Range 5 West New Westminster
District Plan EPP12978”
- 17) Richmond Zoning Bylaw 8500, as amended, is further amended at Section 21.3 [Non-Profit Residential (ZR3) – Williams Road (Seafair)] by adding a new Section 21.3.11 as follows, and renumbering the remaining sections accordingly:

“21.3.11 Residential Rental Tenure

1. **Residential rental tenure** may be located anywhere in this zone.
2. Notwithstanding Section 21.3.11.1, any **dwelling units** located at the following **site** may only be used for **residential rental tenure**:
 - a) 4771 Williams Road
P.I.D. 024-861-006
Lot B Section 26 Block 4 North Range 7 West New Westminster
District Plan LMP47563”

- 18) This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 10014”**.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED by <i>JH</i>
APPROVED by Director or Solicitor <i>JA</i>

MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee

To: Planning Committee

Date: December 13, 2021

From: Wayne Craig
Director, Development

File: RZ 19-878165

Re: Application by Cao Construction for Rezoning at 6531 Francis Road from the "Single Detached (RS1/E)" Zone to the "Arterial Road Two-Unit Dwellings (RDA)" Zone

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10332, for the rezoning of 6531 Francis Road from the "Single Detached (RS1/E)" zone to the "Arterial Road Two-Unit Dwellings (RDA)" zone, be introduced and given first reading.

Wayne Craig
Director, Development
(604-247-4625)

WC:na
Att. 6

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Affordable Housing	<input checked="" type="checkbox"/>	

Staff Report

Origin

Cao Construction (Jing Cao) has applied to the City of Richmond, on behalf of the owner, Ya T. Wang, for permission to rezone 6531 Francis Road (Attachment 1) from the “Single Detached (RS1/E)” zone to the “Arterial Road Two-Unit Dwellings (RDA)” zone in order to permit the property to be subdivided into two duplex lots with shared vehicle access from Francis Road. A location map and aerial photo are provided in Attachment 1. The proposed subdivision plan is provided in Attachment 2. Conceptual development plans are provided in Attachment 3. A Development Permit application will be required to address the form and character of the proposed duplexes.

A Servicing Agreement (SA) for frontage improvements, including a new 1.5 m wide concrete sidewalk and a 1.5 m wide treed and landscaped boulevard, and service connections, is required at the time of subdivision.

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 4).

Subject Site Existing Housing Profile

There is one existing single-family dwelling on the property, which will be demolished prior to subdivision. The applicant has indicated that the dwelling is currently renter occupied. The house does not contain any secondary suites.

Surrounding Development

- To the North: Fronting Dunsany Place, a single-family home on a lot zoned “Single Detached (RS1/E)”.
- To the South: Across Francis Road, a single-family home on a lot zoned “Single Detached (RS1/E)”.
- To the East: Fronting Francis Road, a duplex dwelling on a lot zoned “Single Detached (RS1/E)”.
- To the West: Fronting Francis Road, a single-family home on a lot zoned “Single Detached (RS1/E)”.

Related Policies & Studies

Official Community Plan

The 2041 Official Community Plan (OCP) Land Use Map designation for the subject site is “Neighbourhood Residential”. The development proposal for two duplex lots is consistent with these designations.

Arterial Road Policy

The Arterial Road Land Use Policy in the City's 2041 Official Community Plan Bylaw 9000 directs appropriate duplex and triplex developments onto certain minor arterial roads outside of the City Centre. The subject site is identified for "Arterial Road Duplex/Triplex" on the Arterial Road Housing Development Map and the proposal is in compliance with the Arterial Road Duplex Development Requirements under the Arterial Road Policy.

Floodplain Management Implementation Strategy

The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. Registration of a flood indemnity covenant on title is required prior to final adoption of the rezoning bylaw.

Public Consultation

A rezoning sign has been installed on the subject property. Staff have not received any comments from the public about the rezoning application in response to the placement of the rezoning sign on the property.

Should the Planning Committee endorse this application and Council grant first reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment. Public notification for the Public Hearing will be provided as per the *Local Government Act*.

Analysis

Built Form and Architectural Character

The developer proposes to subdivide the site into two lots and construct a new duplex on each lot. Each duplex lot will feature a unit in the front of the property with direct pedestrian access from Francis Road, and one unit at the back of the property with the main entrance from the share drive aisle on site. Unit sizes for the proposed development range from 141 m² (1,517 ft²) to 153 m² (1,646 ft²). All units will have a side-by-side attached garage. In keeping with the architectural character of the neighbourhood, each duplex will be two storeys and will feature a peaked roof. The height of both buildings is consistent with the "Arterial Road Two-Unit Dwellings (RDA)" zone, which allows for a maximum height of 9.0 m (29.5 ft.), measured from finished grade.

A Development Permit application will be required to address the form and character of the proposed duplexes. Through the Development Permit, the following issues are to be further examined:

- Review of the architectural character, scale, massing, colour, and materials to ensure that the proposed duplexes are well designed, fit well into the neighbourhood and comply with the design guidelines.

- Review of the building massing and setbacks to ensure compliance with the residential vertical lot width and depth envelopes required in the “Arterial Road Two-Unit Dwellings (RDA)” zone.
- Review of aging-in-place features in all units and the provision of a convertible unit.
- Review of a Landscape Plan including new trees to be planted on-site.

Additional issues may be identified as part of the Development Permit application review process.

Existing Legal Encumbrances

There is an existing 3.0 m wide utility Right-of-Way (ROW) along the entire rear property line of the subject site for an existing sanitary sewer line. The developer is aware that no construction is permitted in these areas.

Transportation and Site Access

Francis Road is a minor arterial road. Vehicle access to the proposed duplex lots will be limited to one shared driveway crossing from Francis Road.

As per the parking requirements under the “Arterial Road Two-Unit Dwellings (RDA)” zone, one visitor parking space will be provided. All residential parking spaces will provide Level 2 EV charging outlets.

Prior to rezoning, the applicant is required to provide a \$22,800.00 contribution towards the construction of a special crosswalk at the Francis Road and Milner Road intersection and register a restrictive covenant on title to ensure that, upon subdivision of the property:

- Vehicle access to the two duplex lots is via a single shared driveway crossing, based on a design specified in a Development Permit approved by the City.
- A cross-access easement for the shared driveway access, common drive aisle, and the shared visitor parking stall is to be registered on title of the each of the duplex lots.
- The buildings and driveways on all proposed lots are to be designed to accommodate on site vehicle turn-around to prevent vehicles from reversing onto Francis Road.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist’s report which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses two bylaw-sized trees (tag# 75 and 76) on the subject property; one off-site bylaw-sized tree (Tree tag A) located on neighbouring property to the north, one off-site undersized tree (Tree tag B) and one hedge on the neighbouring property to the east; and two hedges on City property.

The City's Tree Preservation Coordinator has reviewed the Arborist's Report and has the following comments:

- One on-site tree (tag# 75 40 cm caliper Cherry tree) is to be retained and protected with protective fencing per the Arborist's recommendations. A Tree Survival Security of \$10,000.00 will be required.
- One on-site tree (tag# 76 33 cm caliper Cherry tree), is to be relocated to the front yard of Lot A with Arborist supervision and a requirement of rezoning. A Tree Survival security of \$10,000.00 will be required and timing of tree relocation will be based on consultation and letter of undertaking with Arborist and tree moving company. Irrigation will also be required to be installed after the tree is removed and exact location of the tree relocation determined at Development Permit stage.
- One neighbouring tree to the north (tag# A 58 cm caliper Cherry tree) is to be retained and protected with protective fencing per the Arborist's recommendations. A Tree Survival security of \$10,000.00 will be required.
- The neighbouring tree (tag B 15 cm caliper Japanese Maple) and untagged neighbouring hedge along the southeast property line are outside the subject property and do not require additional tree protection barriers on the property.

The City Parks Department has visited the site and supports the Arborist's findings, with the following comments:

- A Thuja hedge and shrub located in the City-owned boulevard are in conflict with the proposed shared driveway, and conflict with the proposed frontage improvement to Francis Road. No compensation is required for removing the hedge and shrub.

Tree Replacement

The applicant has agreed to plant a minimum of two trees on each lot proposed; for a total minimum of four trees. Further review of siting new trees will be done through the provision of a Landscape Plan prior to final rezoning adoption. The required replacement trees are to be of the following minimum sizes, based on the size of the trees being removed as per Tree Protection Bylaw No. 8057.

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
4	8 cm	4 m

Tree Protection

One tree (Tag# 75) on the subject property and two trees (tag A and B) and one untagged hedge at the southeast edge on neighbouring properties are to be retained and protected. Protection of tree tag# 76 will also be required until relocation to the rear yard occurs. The applicant has submitted a tree protection plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 5). To ensure that the trees identified for

retention are protected at development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the Arborist to submit a post-construction impact assessment to the City for review.
- Prior to demolition of the existing dwelling on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and remain in place until construction and landscaping on-site is completed.

Accessible Housing

The developer has agreed that aging-in-place features will be provided in all units (e.g., inclusion of blocking in bathroom walls for installation of grab-bars, provision of blocking in stair walls to accommodate lift installation at a future date, and provision of lever door handles).

Affordable Housing Strategy

The applicant proposes to make a cash contribution to the Affordable Housing Reserve Fund in accordance to Section 5.15.1(c) of Zoning Bylaw 8500. The applicant will make a cash contribution of \$8.50 per buildable square foot as per the requirement for a contribution of \$53,771. A list of rezoning considerations is included in Attachment 6 which includes a commitment to provide the cash contribution for affordable housing.

Energy Step Code

The applicant has committed to design the subject development to meet the City's Step Code 3 requirements. Details on how all units are to be built and maintained to this commitment will be provided as part of the Development Permit.

Site Servicing and Frontage Improvements

The developer is required to design and construct frontage improvements and service connections through a Servicing Agreement. A 0.11 m wide road dedication along the entire south frontage is also required to accommodate the required frontage improvements. Works include, but are not limited to, construction of a new 1.5 m wide concrete sidewalk and a 1.5 m wide treed and landscaped boulevard.

At future subdivision stage, the developer will be required to pay Development Cost Charges (DCC's) (City & GVS&DD), School Site Acquisition Charge, and Address Assignment Fee. Servicing connections are to be determined at the time of Building Permit.

Financial Impact or Economic Impact

The rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure (such as roadworks, waterworks, storm sewers, sanitary sewers, street lights, street trees and traffic signals).

Conclusion

The purpose of this rezoning application is to rezone 6531 Francis Road from the "Single Detached (RS1/E)" zone to the "Arterial Road Two-Unit Dwellings (RDA)" zone (Bylaw 10332), in order to permit the development of two duplex lots (four dwelling units in total) on the subject site.

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10332 be introduced and given first reading.



Nathan Andrews
Planning Technician
(604-247-4911)

NA:blg

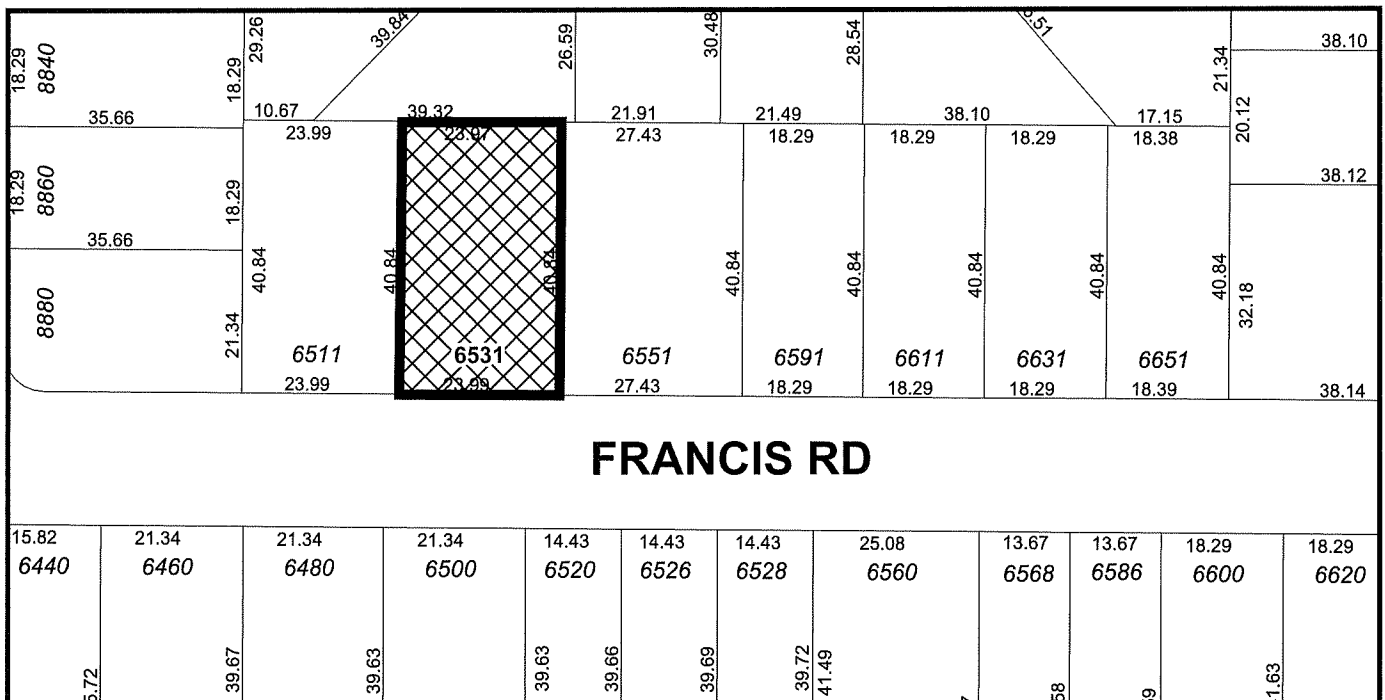
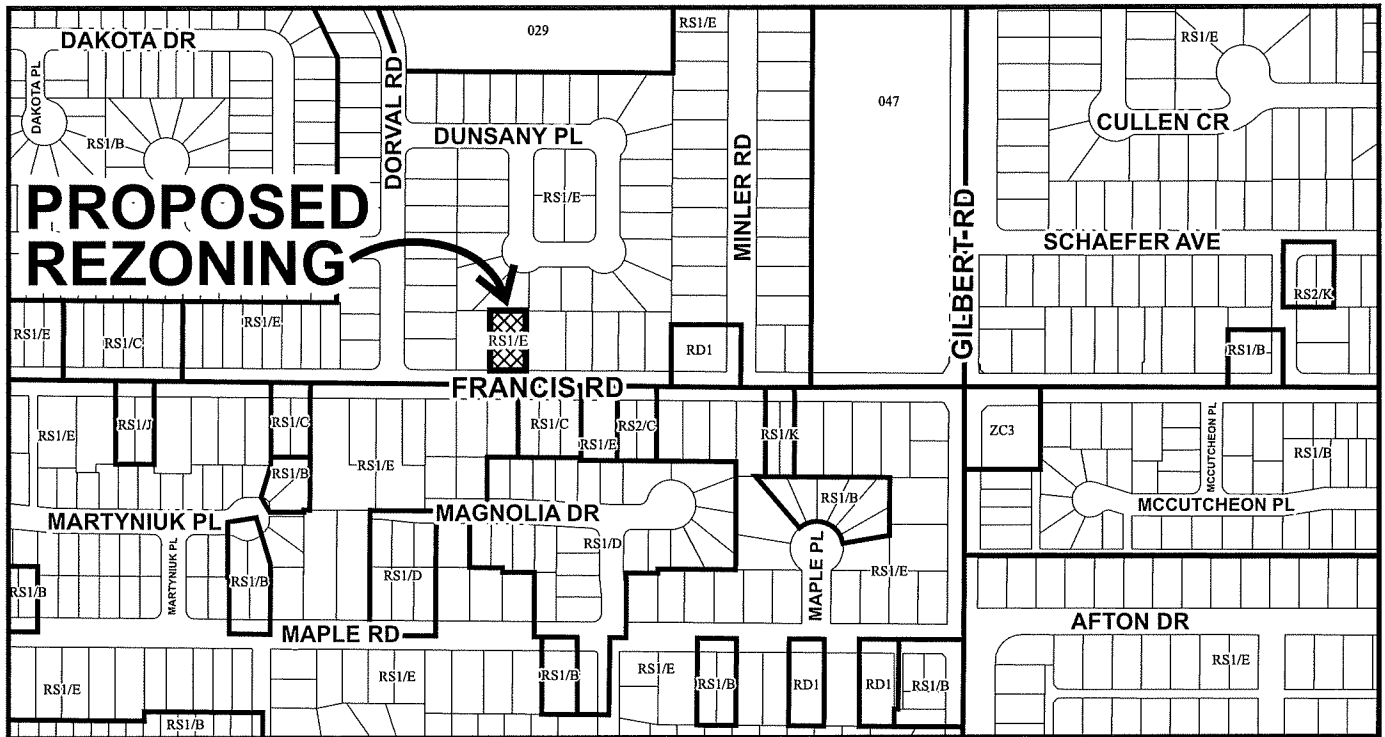
Attachments:

- Attachment 1: Location Map
- Attachment 2: Proposed Survey and Subdivision Plan
- Attachment 3: Conceptual Development Plans
- Attachment 4: Development Application Data Sheet
- Attachment 5: Tree Management Plan
- Attachment 6: Rezoning Considerations



City of Richmond

ATTACHMENT 1



RZ 19-878165

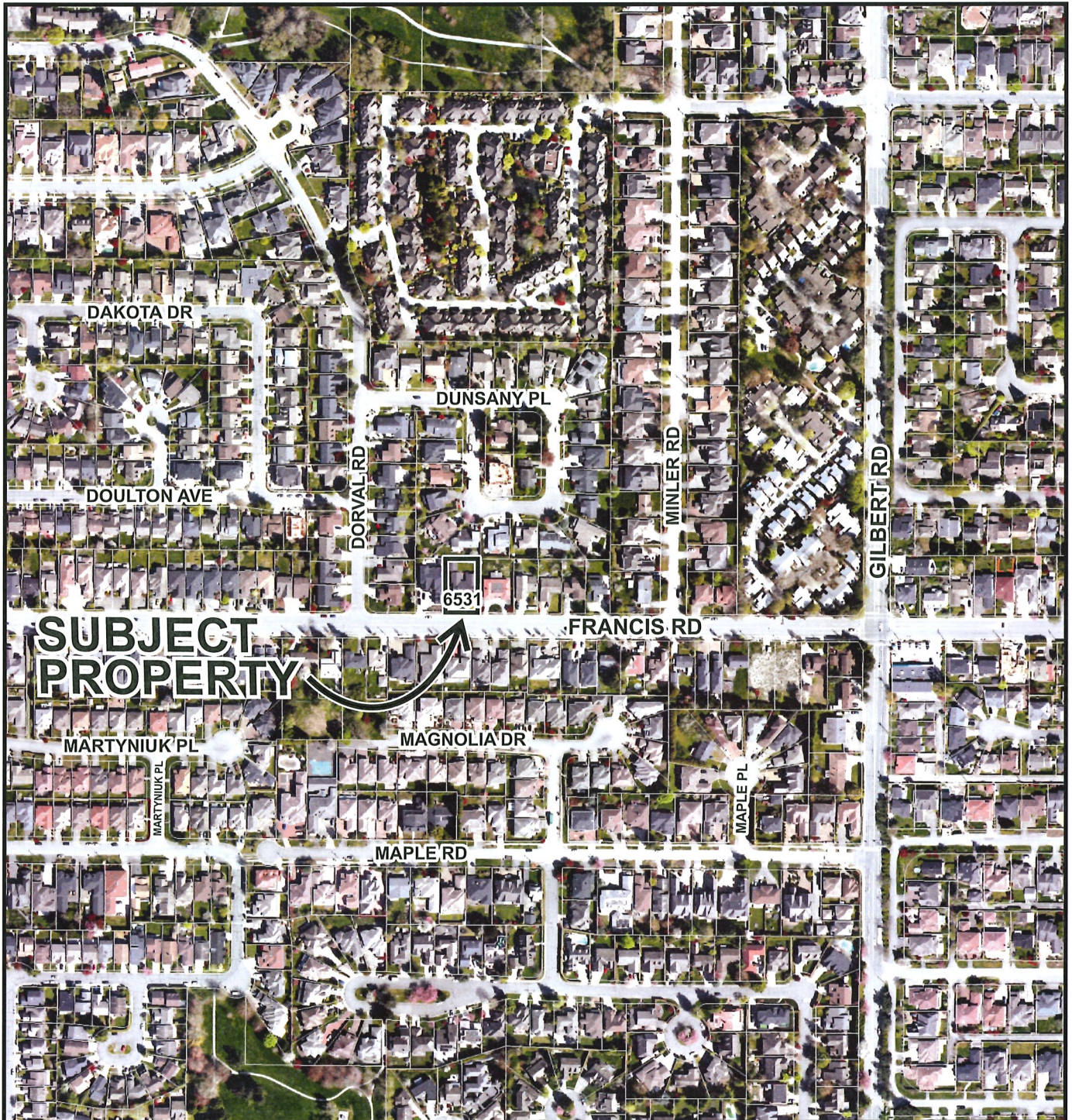
Original Date: 11/18/19

Revision Date:

Note: Dimensions are in METRES



City of Richmond



RZ 19-878165

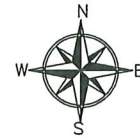
Original Date: 11/18/19

Revision Date:

Note: Dimensions are in METRES

**TOPOGRAPHIC SURVEY AND PROPOSED SUBDIVISION
OF LOT 93 SECTION 19 BLOCK 4 NORTH RANGE 6 WEST
NEW WESTMINSTER DISTRICT PLAN 48044**

ATTACHMENT 2



#6531 FRANCIS ROAD,
RICHMOND, B.C.
P.I.D. 004-030-664

NOTE:

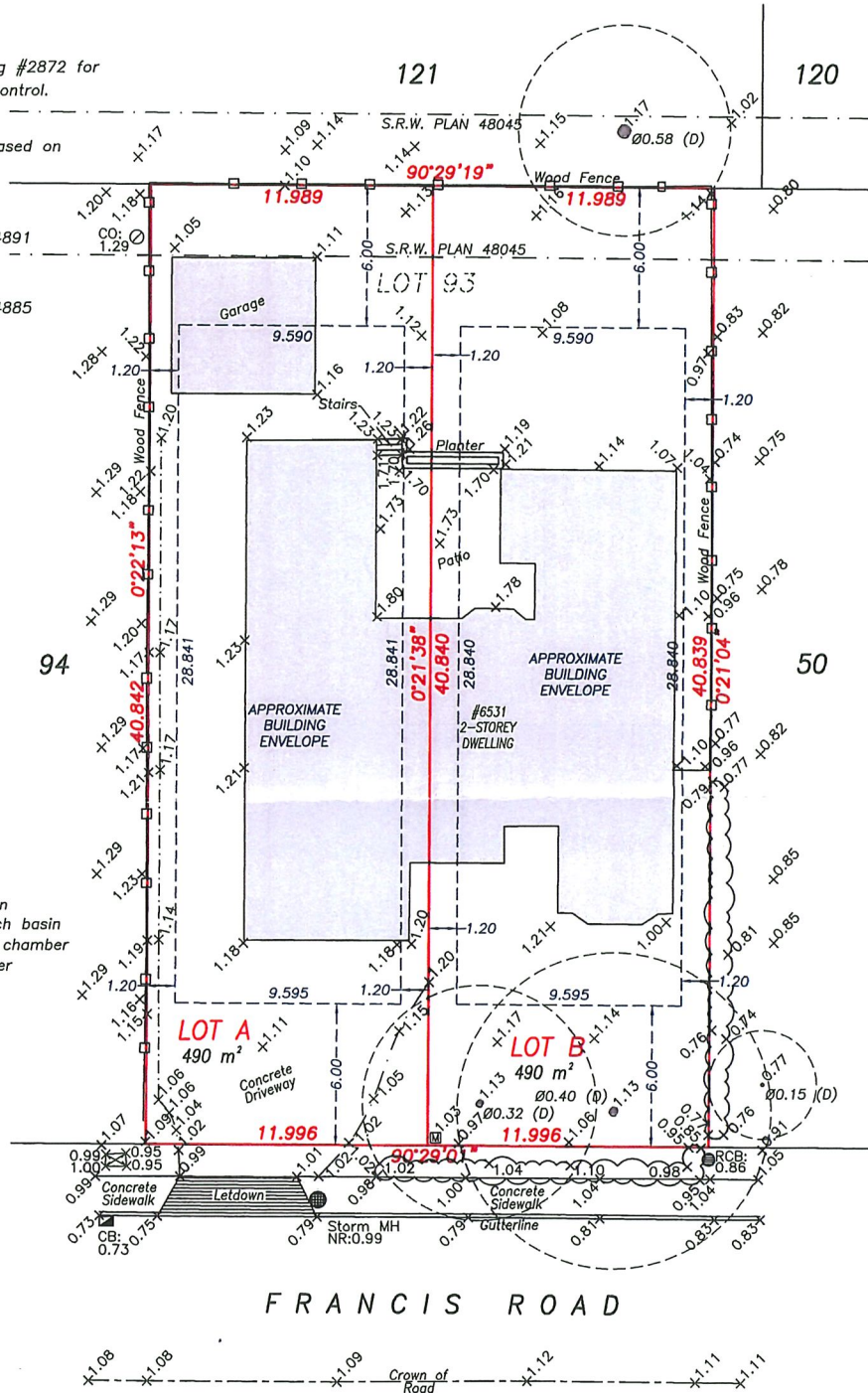
Use site Benchmark Tag #2872 for construction elevation control.

NOTE:

Elevations shown are based on
City of Richmond HPN
Benchmark network.
Benchmark: HPN #234
Control Monument 77H4891
Elevation: 1.125m
Benchmark: HPN #235
Control Monument 77H4885
Elevation: 1.103m

LEGEND:

- (D) denotes deciduous
- denotes catch basin
- ⊙ denotes round catch basin
- ⊠ denotes inspection chamber
- ⊞ denotes water meter
- ⊕ denotes manhole
- ⊖ denotes cleanout



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J. C. Tam and Associates
Canada and B.C. Land Surveyor
115 - 8833 Odlin Crescent
Richmond, B.C. V6X 3Z7
Telephone: (604) 214-8928
Fax: (604) 214-8929
E-mail: office@jctam.com
Website: www.jctam.com
Job No. 7331
FB-368 P134-137
Drawn By: WK

Nail in aluminum
Tag #2872
Site Benchmark
Elevation: 0.85m

SCALE: 1:200



ALL DISTANCES ARE IN METRES AND DECIMALS
THEREOF UNLESS OTHERWISE INDICATED

CERTIFIED CORRECT:
LOT DIMENSION ACCORDING TO
FIELD SURVEY

Johnson C. Tam
JOHNSON C. TAM, B.C.L.S., C.L.S.

MARCH 25th, 2019.

DWG No. 7331-Topo

CNCL - 93

ALLOWABLE AREAS (Lot A)			
Lot Area	Allowable FSR	Allowable Lot Coverage (Lot A + B)	MIN. LANDSCAPE AREA
5272 SF	3163 SF	2972 SF	1318 SF

ALLOWABLE AREAS (Lot B)			
Lot Area	Allowable FSR	Allowable Lot Coverage (Lot A + B)	MIN. LANDSCAPE AREA
5272 SF	3163 SF	2972 SF	1318 SF

FSR (Lot B Unit 3 & 4)	
FSR	3,154 SF
Lot Coverage (Lot B)	2139.3 SF


FSR Calculations (Lot B Unit 3 & 4)	
Name	Areas
FIRST FLOOR EXCLUDING INTERIOR STAIRCASE AND OPEN TO ABOVE (UNIT 3)	652 SF
SECOND FLOOR (UNIT 3)	648 SF
FIRST FLOOR EXCLUDING INTERIOR STAIRCASE & OPEN TO ABOVE (UNIT 4)	648 SF
SECOND FLOOR (UNIT 4)	648 SF
Grand Total:	3,154 SF

Lot Coverage (Lot B) Calculations	
Name	Areas
FIRST FLOOR EXCLUDING INTERIOR STAIRCASE AND OPEN TO ABOVE (UNIT 3)	652 SF
SECOND FLOOR (UNIT 3)	648 SF
FIRST FLOOR EXCLUDING INTERIOR STAIRCASE & OPEN TO ABOVE (UNIT 4)	648 SF
SECOND FLOOR (UNIT 4)	648 SF
Grand Total:	253 m ²

Proposed Covered Porch Area (Lot B)	
Name	Areas
COVERED PORCH (LOT B)	20 SF
Total Existing Covered Porch Area	20 SF

LEGAL DESCRIPTION: LOT 93 SECTION 19 BLOCK 4 NORTH
RANGE 6 WEST NEW WESTMINSTER DISTRICT PLAN
48644
CIVIC ADDRESS 6531 FRANCIS RD., RICHMOND, BC
ZONING: RS1-E

Proposed Covered Porch Area (Lot A)	
Name	Areas
COVERED PORCH (LOT A)	20 SF
Total Existing Covered Porch Area	20 SF



MRB Maple Building Design Inc.

6000 Main Street, Vancouver, BC V6K 3H1 Canada
Tel: 604-334-2572
Fax: 604-334-2572
e-mail: info@mrbd.com
www.mrbmaplebuildingdesign.com

Scale: 1/8" = 1'-0"

Site Plans

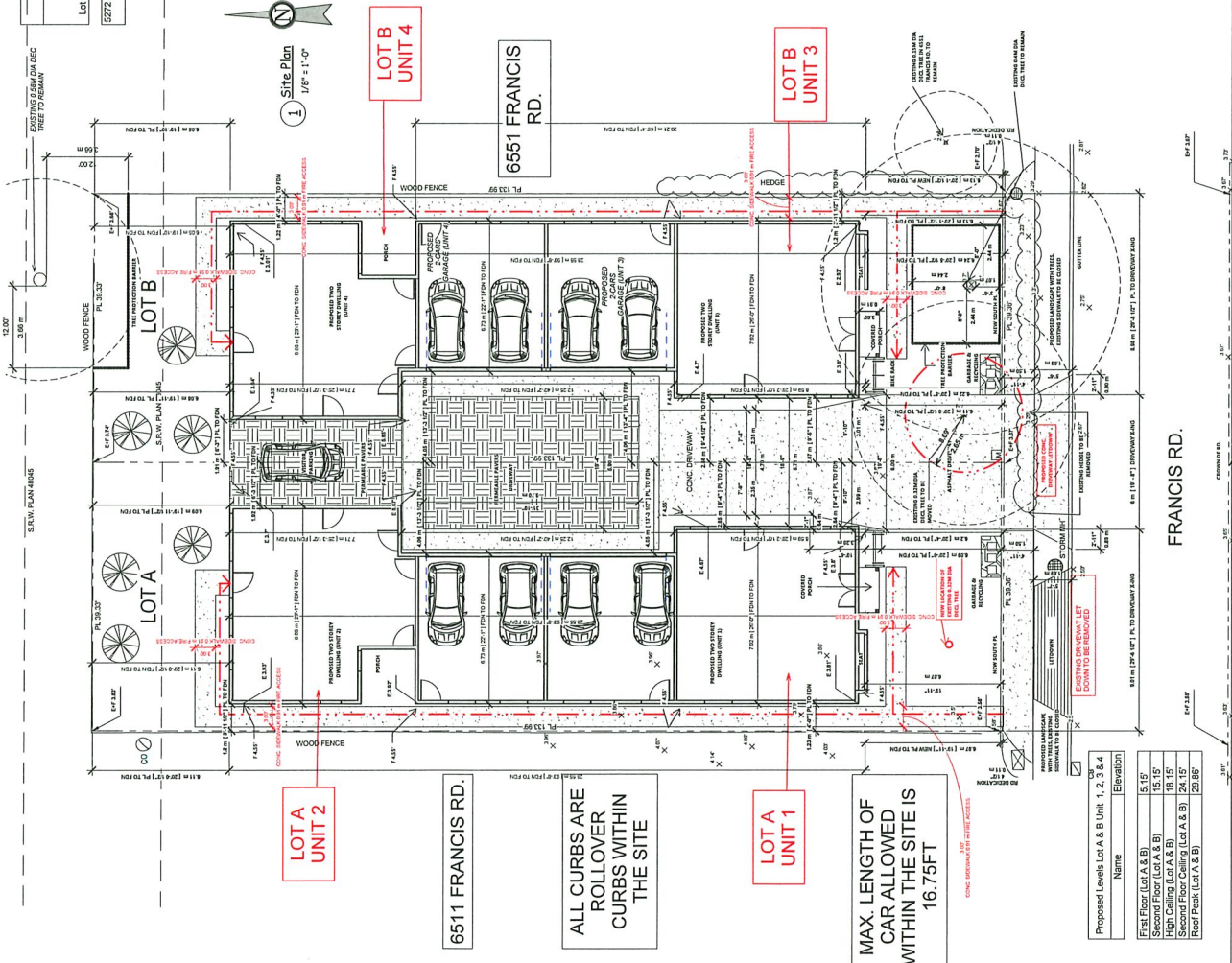
Builder: JMC CAO 04 22 2015
Date: 14 DEC 2020
Drawing No: 2 OF 15
Site Address: 6531 FRANCIS RD., RICHMOND, BC

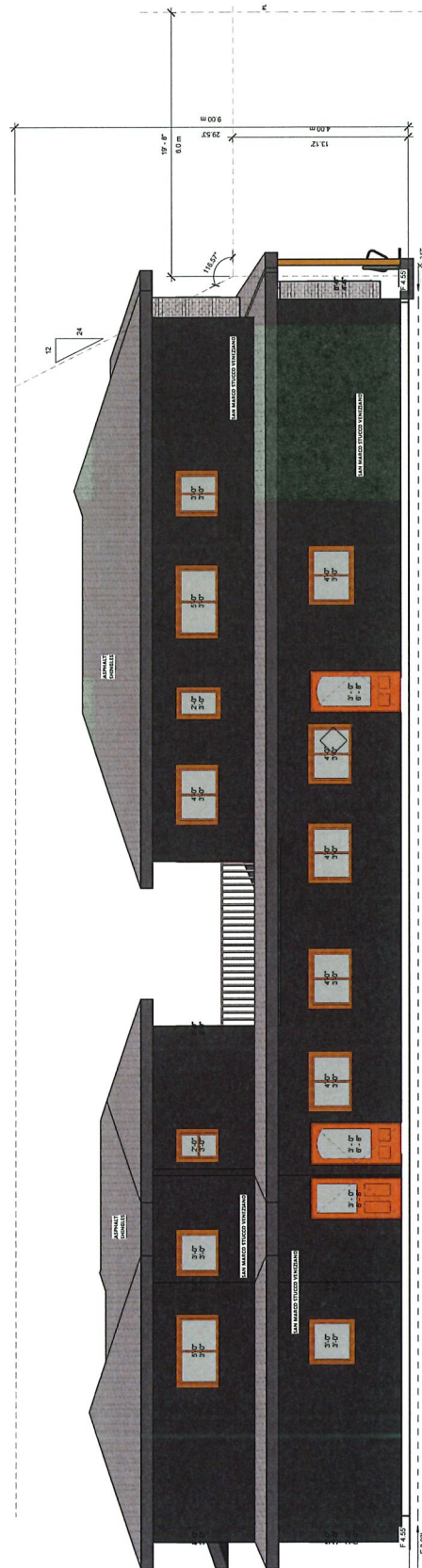
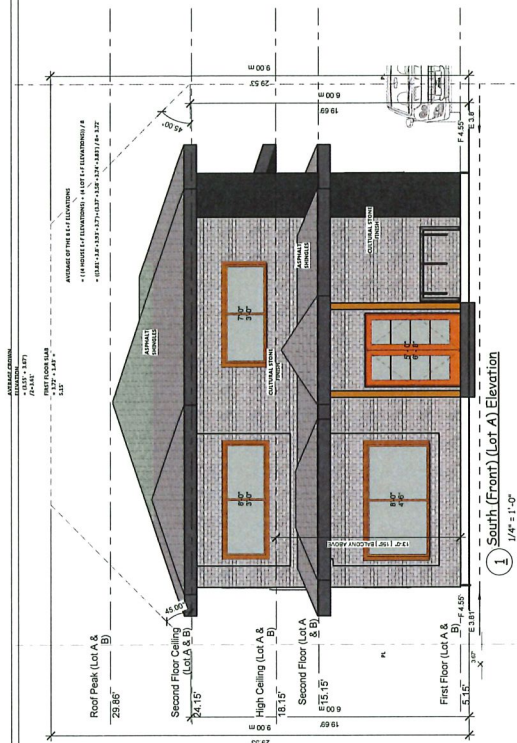
FSR (Lot A Unit 1 & 2)	
FSR	3,154 SF
Lot Coverage (Lot A)	2139.7 SF


FSR Calculations (Lot A Unit 1 & 2)	
Name	Areas
FIRST FLOOR EXCLUDING INTERIOR STAIRCASE AND OPEN TO ABOVE (UNIT 2)	652 SF
FIRST FLOOR EXCLUDING INTERIOR STAIRCASE & OPEN TO ABOVE (UNIT 1)	648 SF
SECOND FLOOR (UNIT 2)	648 SF
SECOND FLOOR (UNIT 1)	648 SF
Grand Total:	3,154 SF

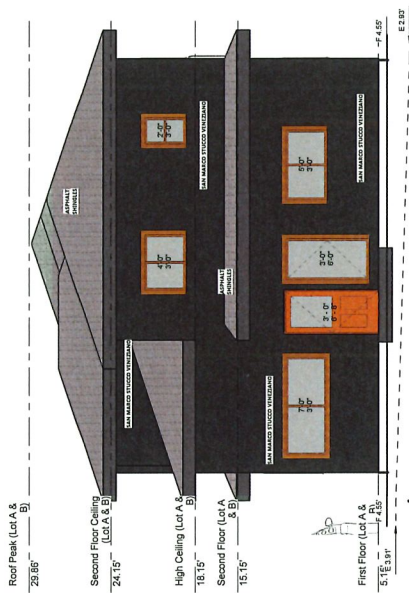
Lot Coverage (Lot A) Calculations	
Name	Areas
FIRST FLOOR EXCLUDING INTERIOR STAIRCASE AND OPEN TO ABOVE (UNIT 2)	652 SF
SECOND FLOOR (UNIT 2)	648 SF
FIRST FLOOR EXCLUDING INTERIOR STAIRCASE & OPEN TO ABOVE (UNIT 1)	648 SF
SECOND FLOOR (UNIT 1)	648 SF
Grand Total:	253 m ²

Imperviousness Calculations (Lot A + B)	
Name	Areas
VISITOR PARKER	Not Placed
PORCH (LOT A UNIT 4)	64 SF
PORCH (LOT B UNIT 4)	64 SF
OPEN TO ABOVE (LOT B UNIT 4)	Not Placed
OPEN TO ABOVE (LOT B UNIT 3)	Not Placed
OPEN TO ABOVE (LOT A UNIT 2)	Not Placed
OPEN TO ABOVE (LOT A UNIT 1)	Not Placed
LOT B CONCRETE SIDEWALK	510 SF
LANDSCAPE 4 (LOT B UNIT 4)	517 SF
LANDSCAPE 5 (LOT B UNIT 4)	81 SF
INTERIOR STAIRCASE (LOT B UNIT 4)	61 SF
INTERIOR STAIRCASE (LOT A UNIT 2)	65 SF
INTERIOR STAIRCASE (LOT A UNIT 1)	61 SF
GARAGE FLOOR (UNIT 4)	426 SF
GARAGE FLOOR (UNIT 3)	415 SF
GARAGE FLOOR (UNIT 2)	415 SF
GARAGE FLOOR (UNIT 1)	522 SF
FIRST FLOOR EXCLUDING INTERIOR STAIRCASE AND OPEN TO ABOVE (UNIT 4)	652 SF
FIRST FLOOR EXCLUDING INTERIOR STAIRCASE AND OPEN TO ABOVE (UNIT 3)	652 SF
FIRST FLOOR EXCLUDING INTERIOR STAIRCASE & OPEN TO ABOVE (UNIT 2)	648 SF
FIRST FLOOR EXCLUDING INTERIOR STAIRCASE & OPEN TO ABOVE (UNIT 1)	648 SF
DRIVEWAY INCLUDING SIDEWALK	1240 SF
COVERED PORCH (LOT B UNIT 3)	20 SF
COVERED PORCH (LOT A UNIT 1)	20 SF
Grand Total:	7069 SF

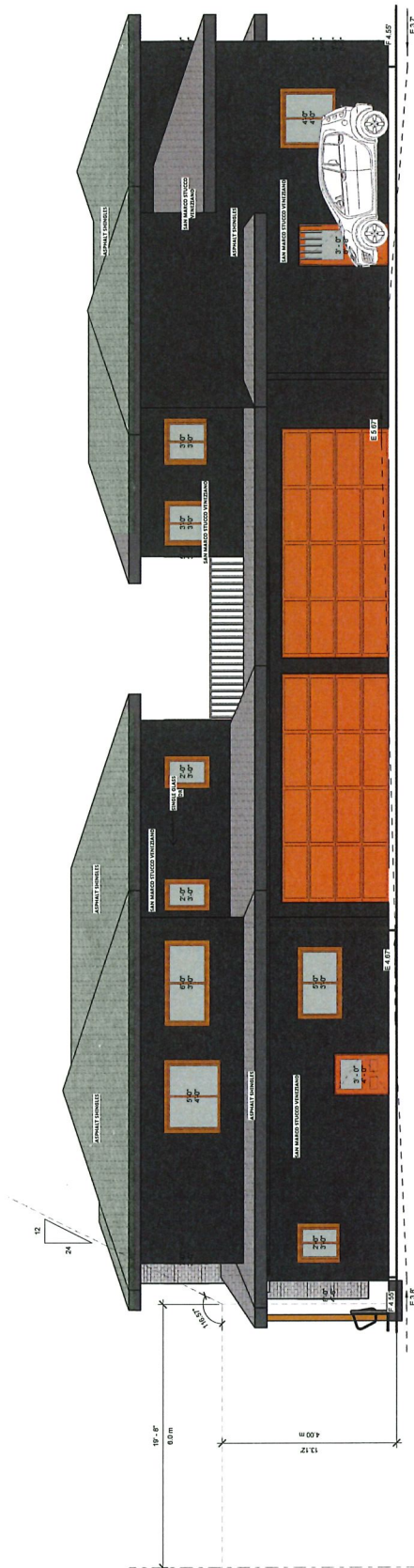





M&D Maple Building Design Inc.		Front and Left Elevations (Lot A Units 1 & 2)	
	Builder:	Date:	14 DEC 2020
	JING CAO 604 322 8878	Drawn by:	AUTHOR
		DRAWING NO:	8 OF 15
6008 Main Street, Vancouver, BC V6K 3J9 Canada		Site Address:	
Tel: 604-324-2572		6031 FRANCES RD, RICHMOND, BC	
e-mail: info@maplebuildingdesign.com		Scale	
www.maplebuildingdesign.com		1/4" = 1'-0"	

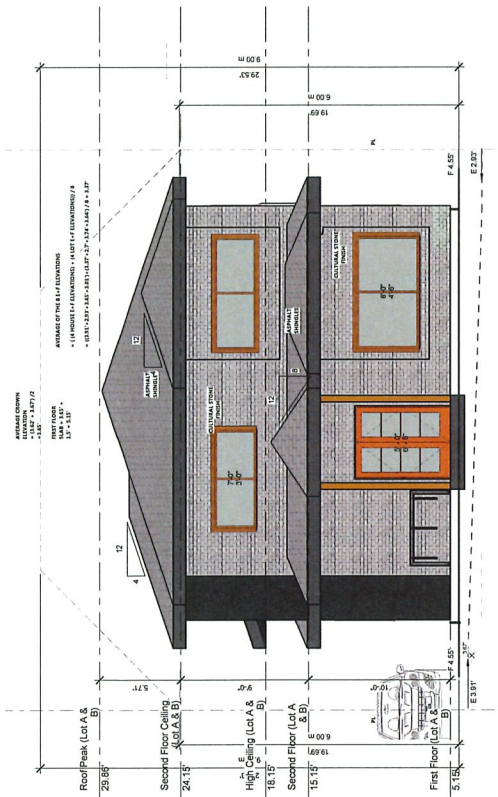


1 North (Rear) (Lot A) Elevation
1/4" = 1'-0"

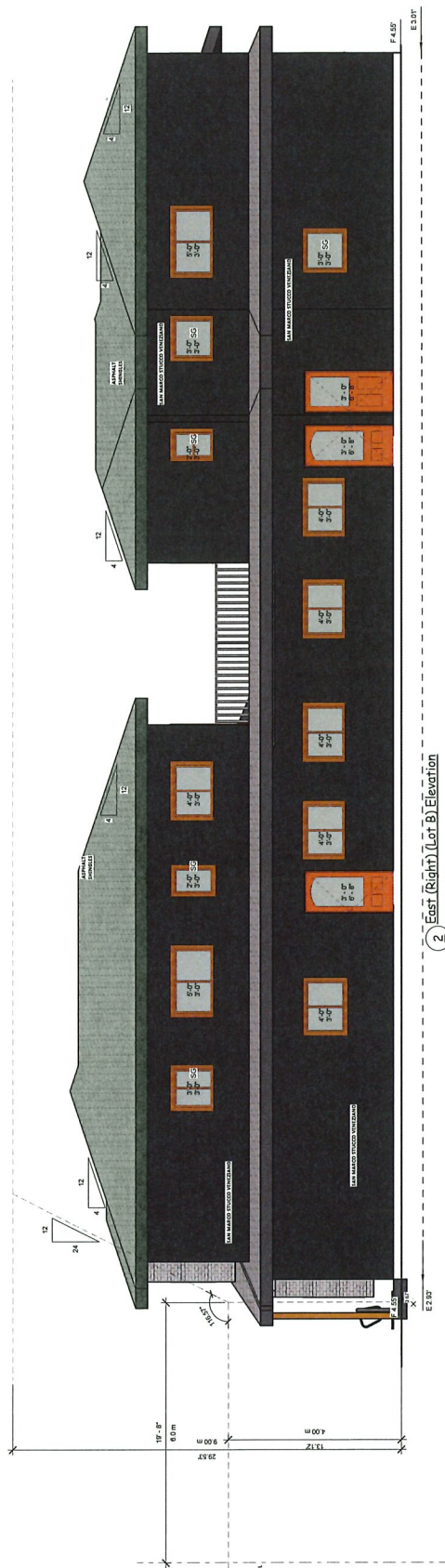


2 East (Right) (Lot A) Elevation
1/4" = 1'-0"


		MBO Maple Building Design Inc. 6800 Main Street, Vancouver, BC V6X 3H2 Canada Tel: 604-234-3272 Fax: 604-234-3273 e-mail: info@mbodesign.com www.mbo-design.com	
Builder:	JING CAO 604 232 8216	Date:	14 DEC 2020
Drawn by:	JING CAO 604 232 8216	Author:	9 OF 15
Drawings No:	9 OF 15	Site Address:	6231 FRANCOIS RD, RICHMOND, BC
Scale:	1/4" = 1'-0"		



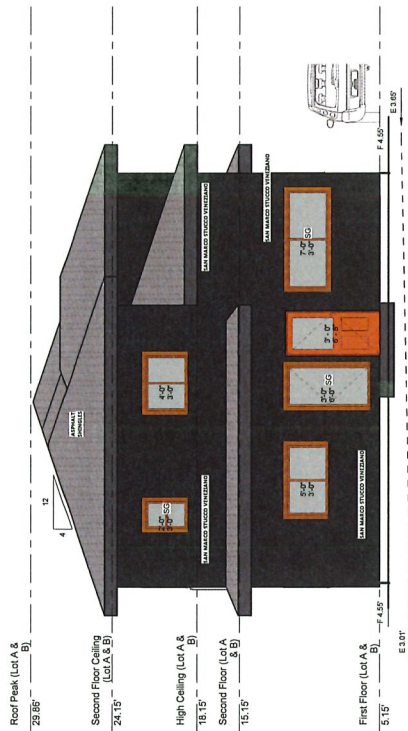
1 South (Front) (Lot B) Elevation
1/4" = 1'-0"



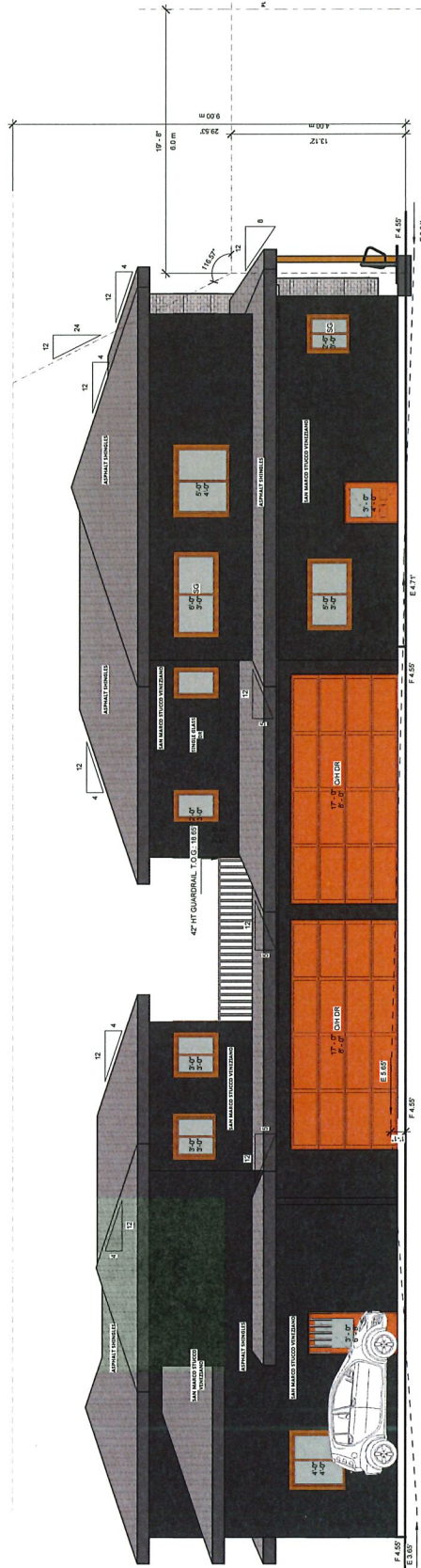
2 East (Right) (Lot B) Elevation
1/4" = 1'-0"

		Front and Left Elevations (Lot B Units 3 & 4)	
Builder:	JING CAO 604 322 8616	Date:	14 DEC 2020
Drawn by:		Drawn by:	GL
Site Address:	6231 FRANCES RD., RICHMOND, BC	DRAWING NO.:	10 OF 15
Scale:	1/4" = 1'-0"		


MBO Maple Building Design Inc.
6008 Main Street, Vancouver, BC V6X 3H2 Canada
Tel: 604-254-2572
Fax: 604-254-2572
e-mail: info@mbd.ca
www.maplebuildingdesign.com



1 North (Rear) (Lot B) Elevation
1/4" = 1'-0"



2 West (Left) (Lot B) Elevation
1/4" = 1'-0"

		Rear and Right Elevations (Lot B Units 3 & 4)	
Builder	JING CAO 604 332 8274	Date	14 DEC 2020
Drawn by	GL	Drawn by	14 DEC 2020
		DRAWING NO.	11 OF 15
Site Address		621 FRANCIS RD, RICHMOND, BC	
Scale		1/4" = 1'-0"	

MBO Maple Building Design Inc.
6000 Main Street, Vancouver, BC V6X 3H2 Canada
Tel: 604-332-8274
Fax: 604-332-8275
www.mbo建筑设计.com



RZ 19-878165

Attachment 4

Address: 6531 Francis Road

Applicant: CAO Construction

Planning Area(s): Blundell

	Existing	Proposed
Owner:	Ya T. Wang	No change
Site Size (m²):	980 m ²	Lot A: 490 m ² Lot B: 490 m ²
Land Uses:	Single-family dwelling	Two-unit dwellings
OCP Designation:	Neighbourhood Residential	No change
Zoning:	Single Detached (RS1/E)	Arterial Road Two-Unit Dwellings (RDA)
Number of Units:	1	4
Other Designations:	Arterial Road Policy Designation: Arterial Road Duplex/Triplex	No change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	The lesser of 0.6 FAR and 334.5 m ²	0.6	none permitted
Buildable Floor Area (m ²):*	Lot A: Max. 294 m ² (3163 ft ²) Lot B: Max. 294 m ² (3163 ft ²)	Lot A: 293 m ² (3,152 ft ²) Lot B: 293 m ² (3,152 ft ²)	none permitted
Lot Coverage (% of lot area):	Building: Max. 45% Non-porous Surfaces: Max. 70% Live Landscaping: Min. 20%	Building: Max. 45% Non-porous Surfaces: Max. 70% Live Landscaping: Min. 20%	none
Lot Size:	Min. 464.5 m ²	Lot A: 489.7 m ² Lot B: 489.7 m ²	none
Lot Dimensions (m):	Width: Min. 10.35 m for proposed lots with shared vehicle access and Min. 13.4 m for proposed lot with individual vehicle access Depth: Min. 30 m	Width: 11.99 m Depth: 40.84 m	none
Setbacks (m):	Front: Min. 6.0 m Rear: Min. 6.0 m Side: Min. 1.2 m	Front: Min. 6.0 m Rear: Min. 6.0 m Side: Min. 1.2 m	none

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Height (m):	Max. 9.0 m (2 storeys)	9.0 m (2 storeys)	none
Off-street Parking Spaces – Regular (R):	2 per unit	2 per unit	none
Off-street Parking Spaces – Visitor (V):	0.2 per unit when 3 or more units share one access $(0.2 \times 4) = 1$	1	none
Off-street Parking (total):	5	5	none
Tandem Parking Spaces:	Permitted	0	none

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

* Preliminary estimate; not inclusive of garage; exact building size to be determined through zoning bylaw compliance review at Building Permit stage.

**TOPOGRAPHIC SURVEY AND PROPOSED SUBDIVISION
OF LOT 93 SECTION 19 BLOCK 4 NORTH RANGE 6 WEST
NEW WESTMINSTER DISTRICT PLAN 48044**

#6531 FRANCIS ROAD,
RICHMOND, B.C.
P.I.D. 004-030-684

NOTE:

Use site Benchmark Tag #2872 for construction elevation control.

NOTE:

Elevations shown are based on
City of Richmond HPN
Benchmark network.
Benchmark: HPN #234
Control Monument 77H4891
Elevation: 1.125m
Benchmark: HPN #235
Control Monument 77H4885
Elevation: 1.103m

**ARBORIST
INCLUSION
NOT RQD
REFER TO
REPORT BODY**

**REFER TO TPB
& TREE
IMPACT SUMMARY
TABLE WITHIN
REPORT BODY**

LEGEND:

- (D) denotes deciduous
- denotes catch basin
- denotes round catch basin
- denotes inspection chamber
- denotes water meter
- denotes manhole
- denotes cleanout

Tree tag#76 to be relocated to front yard of Lot A

**1.8 METRES
OR 6 FEET
RADIAL SPAN**

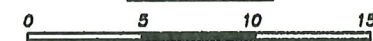
ARBORIST LEGEND

- # - TREE ID
- - TPB AREA
- # - TPB SIZE
- RADIAL SPAN

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J. C. Tam and Associates
Canada and B.C. Land Surveyor
115 - 8833 Odlin Crescent
Richmond, B.C. V8X 3Z7
Telephone: (604) 214-8928
Fax: (604) 214-8929
E-mail: office@jctam.com
Website: www.jctam.com
Job No. 7331
FB-368 P134-137
Drawn By: WK

DWG No. 7331-Topo

SCALE: 1:200



ALL DISTANCES ARE IN METRES AND DECIMALS
THEREOF UNLESS OTHERWISE INDICATED

CERTIFIED CORRECT:
LOT DIMENSION ACCORDING TO
FIELD SURVEY.

JOHNSON C. TAM, B.C.L.S., C.L.S.

MARCH 25th, 2019.



Address: 6531 Francis Road

File No.: RZ 19-878165

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10332, the developer is required to complete the following:

1. 0.11 m wide road dedication along the entire south frontage to accommodate the required frontage improvements; exact width is to be confirmed with survey information and via functional plan to be submitted by the applicant.
2. Registration of a legal agreement on Title to ensure that, upon subdivision of the property:
 - a) Vehicle access is via a single shared driveway crossing, based on a design specified in a Development Permit approved by the City;
 - b) A cross-access easement for the shared driveway access, common drive aisle, and the shared visitor parking stall is to be registered on Titles of the each of the two lots.
 - c) The buildings and driveways on the two proposed lots are to be designed to accommodate on-site vehicle turn-around to prevent vehicles from reversing onto Railway Avenue.
3. Registration of a legal agreement on Title to ensure that, upon subdivision of the property, a cross-access easement for the shared driveway access, common drive aisle, and the shared visitor parking stall will be registered on titles of the new lots.
4. Registration of a flood indemnity covenant on title.
5. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
6. Submission of a Tree Survival Security to the City in the amount of \$30,000.00 for the 3 trees to be retained.
7. Relocation of tree tag# 76 is to be done with Arborist supervision as per Arborist Contract and integration of the relocated tree in the preliminary Landscape Plan required prior to Development Permit Panel.
8. City acceptance of the developer's offer to voluntarily contribute \$8.50 per buildable square foot (e.g. each lot for a total amount \$53,771.00) to the City's affordable housing fund.
9. City acceptance of the developer's offer to voluntarily contribute \$22,800.00 towards the construction of a special crosswalk at the Francis Road/Milner Road intersection. The special crosswalk will feature: traffic poles, overhead illuminated signs, amber flashers, strobe lights, Audible Pedestrian Signal, a special crosswalk cabinet, Hydro service panel, and conduit/junction boxes. (Account No. 3132-10-550-55001-0000).
10. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.

Prior to a Development Permit* being forwarded to the Development Permit Panel for consideration, the developer is required to:

1. Review of Convertible Unit inclusion into redevelopment to improve accessible housing options.
2. Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs. The Landscape Plan should:
 - comply with the guidelines of the OCP's Arterial Road Policy and should not include hedges along the front property line;
 - include a mix of coniferous and deciduous trees;
 - include the relocated tree tag# 76 to the front yard of Lot A;

- include the dimensions of tree protection fencing as illustrated on the Tree Retention Plan attached to this report; and
- include the 4 required replacement trees with the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
4	8 cm		4 m

If required replacement trees cannot be accommodated on-site, a cash-in-lieu contribution in the amount of \$750/tree to the City's Tree Compensation Fund for off-site planting is required.

At Subdivision* stage, the developer must complete the following requirements:

1. Enter into a Servicing Agreement* for the design and construction of engineering infrastructure improvements. A Letter of Credit or cash security for the value of the Service Agreement works, as determined by the City, will be required as part of entering into the Servicing Agreement. Works include, but may not be limited to:

Water Works:

- a) Using the OCP Model, there is 661 L/s of water available at a 20 psi residual at the Francis Road frontage. Based on your proposed development, your site requires a minimum fire flow of 95 L/s.
- b) At Developer's cost, the Developer is required to:
 - i) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
- c) At Developer's cost, the City will:
 - i) Cap and remove the existing water service connection.
 - ii) Install four new water service connections, complete with water meters – one to serve each proposed unit.

Storm Sewer Works:

- d) At Developer's cost, the City will:
 - i) Based on the recommendation from the developer's engineer in the memorandum from Terra Nobis Consulting Inc. "6531 Francis Rd, Richmond – Perimeter Drain" dated April 15th, 2020, cap and remove the existing perimeter drain along the east property line of the development site.
 - i) Cap the existing storm connection at the inspection chamber.
 - ii) Install one new storm service connection at the common property line of the newly subdivided lots, complete with inspection chamber and dual service leads.

Sanitary Sewer Works:

- e) At Developer's cost, the Developer is required to:
 - i) Not start onsite excavation or foundation construction until completion of rear-yard sanitary works by City crews.
- f) At Developer's cost, the City will:
 - i) Cap the existing sanitary connection at the inspection chamber.
 - ii) Install one new sanitary service connection at the common property line of the newly subdivided lots, complete with inspection chamber and dual service leads.

Frontage Improvements:

At Developer's cost, the Developer is required to:

- iii) Coordinate with BC Hydro, Telus and other private communication service providers before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.

iv) Locate/relocate all above ground utility cabinets and kiosks required to service the proposed development, and all above ground utility cabinets and kiosks located along the development's frontages, within the developments site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development design review process. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., statutory right-of-way dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory right-of-ways that shall be shown on the architectural plans/functional plan:

- BC Hydro PMT – 4.0 x 5.0 m
- BC Hydro LPT – 3.5 x 3.5 m
- Street light kiosk – 1.5 x 1.5 m
- Traffic signal kiosk – 2.0 x 1.5 m
- Traffic signal UPS – 1.0 x 1.0 m
- Shaw cable kiosk – 1.0 x 1.0 m
- Telus FDH cabinet – 1.1 x 1.0 m

v) Complete other frontage improvements as per Transportation requirements:

- The works include the construction of a new 1.5 m wide concrete sidewalk at the new property line and a new grass/tree boulevard over the remaining width between the sidewalk and the north curb of Francis Road. Note that a 0.11 m wide road dedication across the entire Francis Road site frontage is required to meet minimum frontage improvement standards. The exact road dedication is to be determined through legal surveys. The new sidewalk and boulevard are to transition to meet the existing frontage treatments to the east and west of the subject site. The cross-section of the frontage improvements, measuring from the new south property line of the site to the north curb of Francis Road, are to include:
 - New south property line.
 - 1.5 m wide concrete sidewalk.
 - 1.5 m wide landscaped boulevard with street trees.
 - Existing 0.15 m wide curb.
- All existing driveways along the Francis Road development frontage are to be closed permanently. The Developer is responsible for the removal of the existing driveway let-downs and the replacement with barrier curb/gutter, boulevard and concrete sidewalk per standards described under Item 2 above.
- The new vehicle driveway access to the site must be constructed to City design standards.
- Consult Parks on the requirements for tree protection/placement including tree species and spacing as part of the frontage works.
- Consult Engineering on lighting and other utility requirements as part of the frontage works.

Special Crosswalk

- The Developer is required to make a \$22,800 partial contribution towards the construction of a special crosswalk at the Francis Road/Milner Road intersection. The total cost of the special crosswalk is \$108,300. The special crosswalk will have these features: traffic poles; overhead illuminated signs; amber flashers; strobe lights; Audible Pedestrian Signal; special crosswalk cabinet; Hydro service panel; and conduit/junction boxes. (Account No. 3132-10-550-55001-0000).

Electric Vehicle Charging Equipment

- Per 8500 Amendment Bylaw No. 9756, the Developer is required to provide, for all residential parking spaces (excluding visitor parking), Level 2 EV charging outlets (208V to 240V AC and current of 16A to 80A). The EV charging equipment calculations are to be shown as part of the site development statistics. The site plan and building layout are also to show the location of all EV charging equipment.

General Items:

At Developer's cost, the Developer is required to:

- i) Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures. Retaining walls proposed to encroach into rights-of-ways must be reviewed by the City's Engineering Department.
- ii) Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

Prior to Demolition Permit Issuance, the developer must complete the following requirements:

1. Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.

Prior to Building Permit Issuance, the developer must complete the following requirements:

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
3. If applicable, payment of latecomer agreement charges, plus applicable interest associated with eligible latecomer works.
4. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

Note:

- * This requires a separate application.
- Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act.

All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw.

The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

Signed _____

Date _____



City of Richmond

Bylaw 10332

Richmond Zoning Bylaw 8500 Amendment Bylaw 10332 (RZ 19-878165) 6531 Francis Road

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **“ARTERIAL ROAD TWO-UNIT DWELLINGS (RDA)”**.

P.I.D. 004-030-664

Lot 93 Section 19 Block 4 North Range 6 West New Westminster District Plan 48044

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 10332”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 

MAYOR

CORPORATE OFFICER



**Housing Agreement (3208 Carscallen Road)
Bylaw No. 10036**

The Council of the City of Richmond enacts as follows:

1. The Mayor and City Clerk for the City of Richmond are authorized to execute and deliver a housing agreement, substantially in the form set out as Schedule A to this Bylaw, with the owner of the lands legally described as:

PID: 029-462-941 Lot 3, Section 28, Block 5 North, Range 6 West, New Westminster District, Plan EPP43707

2. This Bylaw is cited as **Housing Agreement (3208 Carscallen Road) Bylaw No. 10036.**

FIRST READING

SEP 14 2020

SECOND READING

SEP 14 2020

THIRD READING

SEP 14 2020

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor

MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (3208 Carscallen Road) Bylaw No. 10036.

HOUSING AGREEMENT AMONG PINNACLE LIVING (CAPSTAN VILLAGE FOUR)
LIMITED PARTNERSHIP (beneficial owner), PINNACLE LIVING (CAPSTAN VILLAGE)
LANDS INC. (registered owner) AND THE CITY OF RICHMOND

HOUSING AGREEMENT – AFFORDABLE HOUSING
(Section 483 Local Government Act)

THIS AGREEMENT is dated for reference July _____, 2020,

AMONG:

PINNACLE LIVING (CAPSTAN VILLAGE FOUR) LIMITED PARTNERSHIP, a limited partnership duly formed under the laws of the Province of British Columbia and having its registered office at Suite 300-911 Homer Street, Vancouver, BC V6B 2W6, by its general partner **PINNACLE LIVING (CAPSTAN VILLAGE FOUR) GP PLAZA INC.**, a corporation duly incorporated under the laws of the Province of British Columbia and having its registered office at Suite 300-911 Homer Street, Vancouver, BC V6B 2W6

(the “**Beneficiary**”)

AND:

PINNACLE LIVING (CAPSTAN VILLAGE) LANDS INC., a company duly incorporated under the laws of the Province of British Columbia and having its registered office at Suite 300-911 Homer Street, Vancouver, BC V6B 2W6

(the “**Nominee**”)

(the Beneficiary and the Nominee are, together, the “**Owner**” as more fully defined in section 1.1 of this Agreement)

AND:

CITY OF RICHMOND, a municipal corporation pursuant to the *Local Government Act* and having its offices at 6911 No. 3 Road, Richmond, British Columbia, V6Y 2C1

(the “**City**” as more fully defined in section 1.1 of this Agreement)

WHEREAS:

- A. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;

{00636353; 7 }

Housing Agreement (Section 483 Local Government Act)

3208 Carscallen Road

CNCL 110 Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

- B. The Beneficiary is the only beneficial owner of the Lands and the Nominee is the registered owner of the Lands; 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,

In consideration of \$10.00 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:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the following meanings:

- (a) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be updated, amended or replaced from time to time;
- (b) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Units charged by this Agreement;
- (c) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (e) **“City”** means the City of Richmond;
- (f) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (g) **“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;
- (h) **“Daily Amount”** means \$100.00 per day as of January 1, 2020 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2020, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year will be final and conclusive;

- (i) **“Development”** means the residential development to be constructed on the Lands;
- (j) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (k) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan;
- (l) **“Eligible Tenant”** means a Family having a cumulative gross annual income of:
 - (i) in respect to a studio unit, \$34,650.00 or less;
 - (ii) in respect to a one-bedroom unit, \$38,250.00 or less;
 - (iii) in respect to a two-bedroom unit, \$46,800.00 or less; and
 - (iv) in respect to a three or more bedroom unit, \$58,050.00 or less,

provided that, commencing January 1, 2020, the annual incomes set-out above will be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the annual incomes set-out above for the subsequent year will remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year will be final and conclusive;

- (m) **“Family”** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption;
- (n) **“GST”** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (o) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;

- (p) ***“Interpretation Act”*** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (q) ***“Land Title Act”*** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (r) ***“Lands”*** means the lands and premises legally described as follows Parcel Identifier: 029-462-941, Lot 3, Section 28, Block 5 North, Range 6 West, New Westminster District, Plan EPP43707, including a building or a portion of a building, into which said lands are Subdivided;
- (s) ***“Local Government Act”*** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (t) ***“LTO”*** means the New Westminster Land Title Office or its successor;
- (u) ***“Owner”*** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (v) ***“Permitted Rent”*** means no greater than:
 - (i) \$811.00 (exclusive of GST) a month for a studio unit;
 - (ii) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
 - (iii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
 - (iv) \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2020, the rents set-out above will be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. In the event that, in applying the values set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set-out above for the subsequent year will remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year will be final and conclusive;
- (w) ***“Real Estate Development Marketing Act”*** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;

- (x) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (y) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (z) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (aa) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (bb) **“Tenant”** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 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) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (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 an Eligible Tenant, agent, officer and invitee 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”.

ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant at Permitted Rent. 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. For the purposes of this Article, “permanent residence” means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner will, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor’s discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner (or in the case of a corporate owner the director, officer or authorized signatory of the Owner), containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner will provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if the City reasonably believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 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.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
 - (a) be issued with a Development Permit unless the Development Permit includes the Affordable Housing Units;
 - (b) be issued with a Building Permit unless the Building Permit includes the Affordable Housing Units; and

- (c) request final inspection permitting occupancy, nor occupy, nor permit any person to occupy any Dwelling Unit or any portion of any building, in part or in whole, constructed on the Lands and the City will not be obligated to carry out the final inspection permitting occupancy, or to permit occupancy of any Dwelling Unit or building constructed on the Lands, until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas have been constructed to the satisfaction of the City;
 - (ii) the Affordable Housing Units have received final building permit inspection granting occupancy; and
 - (iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of the Lands.

If and to the extent that the Housing Covenant contemplates staged construction and occupancy of the Affordable Housing Units, the Housing Covenant will govern.

ARTICLE 3

DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit to be subleased, or the Affordable Housing Unit Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a “permanent residence” of a Tenant or an Eligible Tenant.
- 3.3 If this Housing Agreement encumbers more than one Affordable Housing Unit, the following will apply:
 - (a) the Owner will not, without the prior written consent of the City, sell or transfer less than nine (9) Affordable Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than nine (9) Affordable Housing Units in one building;
 - (b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a “building” for the purposes of this Agreement; and

- (c) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
 - (a) includes the following provision:

“By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City’s strategy, policies and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant’s occupation of the Affordable Housing Unit:

 - (i) a statement of gross annual income from all sources (including employment, disability, retirement, investment, and other) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;
 - (ii) number of occupants of the Affordable Housing Unit;
 - (iii) number of occupants of the Affordable Housing Unit 18 years of age and under; and
 - (iv) number of occupants of the Affordable Housing Unit 55 years of age and over.”
 - (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
 - (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.
- 3.5 If the Owner sells or transfers the Affordable Housing Units (pursuant to section 3.3), the Owner will notify the City Solicitor of the sale or transfer within 3 days of the effective date of sale or transfer.
- 3.6 The Owner will not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant 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 Permitted Rent applicable to that class of Affordable Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces that are available to the owners of the residential strata lots contained within the same building as the Affordable Housing Unit, including guest suites;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees;
 - (ii) strata fees;
 - (iii) strata property contingency reserve fees;
 - (iv) any fees and charges for the use of parking spaces assigned for the exclusive use of the Affordable Housing Unit;
 - (v) any fees and charges for the use of any indoor or outdoor common property, limited common property, or other common areas, facilities or amenities, including without limitation guest suites (except as set out in paragraph (x), below), parking, bicycle storage, electric vehicle charging stations or related facilities;
 - (vi) any fees and charges for the use of sanitary sewer, storm sewer, water; or
 - (vii) property or similar tax;

provided, however, that if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, the Owner may charge the Tenant the Owner's cost, if any, of:

- (viii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle and/or bicycle charging infrastructure);
- (ix) installing electric vehicle and/or bicycle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the building), by or on behalf of the Tenant; and
- (x) security and fees for the use of guest suites (if any), provided that such charges are the same as payable by other residential occupants of the building in which the Affordable Housing Units are located;

- (e) subject to any contrary provisions in the *Residential Tenancy Act*, the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(l) of this Agreement;
 - (iii) 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;
 - (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; or
 - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, subject to any contrary provisions in the *Residential Tenancy Act*, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for paragraph (e)(ii), above [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(l) of this Agreement*], the notice of termination will provide that the termination of the tenancy will be effective two months following the date of the notice of termination. In respect to paragraph (e)(ii), above, termination will be effective on the day that is six months following the date that the Owner provided the notice of termination to the Tenant;

- (f) 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
 - (g) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.7 The Owner will not impose any age-based restrictions on Tenants of Affordable Housing Units.
- 3.8 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement. This requirement will not lessen the Owner's obligations under this Agreement, or be deemed a delegation of the Owner's obligations under this Agreement.

- 3.9 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.10 If the Owner has terminated the Tenancy Agreement, then the Owner will use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit, as applicable, to vacate the Affordable Housing Unit on or before the effective date of termination.

ARTICLE 4

DEMOLITION OF AFFORDABLE HOUSING UNIT

- 4.1 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 Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations,

and, in each case, a demolition permit for the Affordable Housing Unit, as applicable, has been issued by the City and the Affordable Housing Unit, as applicable, has been demolished under that permit.

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

ARTICLE 5

STRATA CORPORATION BYLAWS

- 5.1 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.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as affordable rental accommodation, imposes age-based restrictions on Tenants of Affordable Housing Units, or is otherwise inconsistent with this Agreement, will have no force and effect.
- 5.3 No strata corporation will pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as affordable rental accommodation in accordance with this Agreement.

- 5.4 No strata corporation will pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to section 3.6(d).
- 5.5 No strata corporation will pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle and/or bicycle charging stations or related facilities contrary to section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy parking, bicycle storage, electric vehicle and/or bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units. For greater certainty, electricity fees and charges associated with the Owner or the Tenant's use of electrical vehicle and/or bicycle charging infrastructure are excluded from this provision.
- 5.6 The strata corporation will not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle and/or bicycle charging stations or related facilities, except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the same strata plan as the Affordable Housing Unit.

ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent; or
 - (b) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

then the Owner will pay the Daily Amount to the City for every day that the breach continues after 45 days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five business days following receipt by the Owner of an invoice from the City for the same.

- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set out in the Housing Covenant will also constitute a default under this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the index of the common property of the strata corporation stored in the LTO and on title to all strata lots in the Development (including Affordable Housing Units and non-Affordable Housing Units);
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands;
- (d) if the Lands are Subdivided pursuant to the *Land Title Act* (including standard and air space parcels), this Agreement will secure only the legal parcels which contain the Affordable Housing Units. The City will partially discharge this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of discharge;
 - (ii) the cost of the preparation of the aforesaid discharge, and the cost of registration of the same in the Land Title Office is paid by the Owners;
 - (iii) the City has a reasonable time within which to execute the discharge and return the same to the Owners for registration; and
 - (iv) the Owners acknowledge that such discharge is without prejudice to the indemnity and release set forth in Section 7.5.

Notwithstanding a partial discharge of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial discharge, otherwise unamended;

- (e) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided pursuant to the *Strata Property Act*, this Agreement will remain noted on the common property sheet of the strata corporation stored in the LTO and on title to all strata lots which are Affordable Housing Units; and
- (f) if the Lands, or a portion of the Lands, containing the Affordable Housing Units is Subdivided in any manner not contemplated in paragraph (d) or (e), this Agreement will remain on title to interests into which the Lands are subdivided.

7.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

7.3 Modification

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

7.4 Management

The Owner 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 good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. At the request of the City, the Owner will, at the Owner's expense, hire a person or company with the skill and expertise to manage the Affordable Housing Units.

7.5 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 City refusing to issue a development permit, building permit or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.6 **Release**

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands; and/or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 **Survival**

The obligations of the Owner set out in this Agreement will survive termination or discharge of this Agreement.

7.8 **Priority**

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

7.9 **City's 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 Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

7.10 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 Lands or the building or any portion thereof, including any Affordable Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

7.11 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.

7.12 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 the 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: City Solicitor
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

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.

7.13 **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.

7.14 **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.

7.15 **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.

7.16 **Sole Agreement**

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), 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. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement will, to the extent necessary to resolve such conflict, prevail.

7.17 **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.

7.18 **Covenant Runs with the Lands**

This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity. All of the covenants and agreements contained in this
{00636353; 7 }

Housing Agreement (Section 483 Local Government Act)

3208 Carscallen Road

CNCL - 126 Application No. RZ 12-610011/DP 18-821292/ZT 18-827860

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 Lands.

7.19 Equitable Remedies

The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement 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.

7.20 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.

7.21 Applicable Law

Unless the context otherwise requires, the laws of British Columbia (including, without limitation, the *Residential Tenancy Act*) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.

7.22 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.

7.23 Joint and Several

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

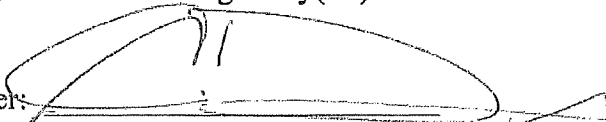
7.23 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

[Signature blocks follow]


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

PINNACLE LIVING (CAPSTAN VILLAGE FOUR) LIMITED PARTNERSHIP,
by its general partner
PINNACLE LIVING (CAPSTAN VILLAGE FOUR) GP PLAZA INC.,
by its authorized signatory(ies):

Per: 
Name:

Per: M. De Cuijs
Name:

PINNACLE LIVING (CAPSTAN VILLAGE) LANDS INC.,
by its authorized signatory(ies):

Per: 
Name:

Per: M. De Cuijs
Name:

CITY OF RICHMOND
by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
Claudia Jesson, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor
DATE OF COUNCIL APPROVAL

Schedule A to Housing Agreement

STATUTORY DECLARATION
(Affordable Housing Units)

)	IN THE MATTER OF Unit Nos. _____ - _____
)	(collectively, the "Affordable Housing Units") located
CANADA)	at
)	_____
PROVINCE OF BRITISH)	(street address), British Columbia, and Housing
COLUMBIA)	Agreement dated _____, 20____ (the
TO WIT:)	"Housing Agreement") between
)	_____ and
)	the City of Richmond (the "City")

I, _____ (full name),
of _____ (address) in the Province
of British Columbia, DO SOLEMNLY DECLARE that:

1. ☐ I am the registered owner (the "Owner") of the Affordable Housing Units;
or,
☐ I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units for each of the 12 months for the period from January 1, 20____ to December 31, 20____ (the "Period");
3. To the best of my knowledge, continuously throughout the Period:
 - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
 - b) the Owner of the Affordable Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s) registered against title to

the Affordable Housing Units;

4. To the best of my knowledge, the information set out in the table attached as Appendix A hereto (the “**Information Table**”) in respect of each of the Affordable Housing Units is current and accurate as of the date of this declaration; and
5. The tenancy agreements entered into between the Owner and the respective occupants of the Affordable Housing Units contains the prior written consent from each of the occupants of the Affordable Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Affordable Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

And 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 by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME at)
 _____ in the)
 Province of British Columbia, Canada, this)
 _____ day of _____, 20____)
 _____)
 A Notary Public and a Commissioner for)
 taking Affidavits in and for the Province of)
 British Columbia)

 (Signature of Declarant)
 Name:

Declarations should be signed, stamped, and dated and witnessed by a lawyer, notary public, or commissioner for taking affidavits.

APPENDIX A (to Statutory Declaration) Information Table

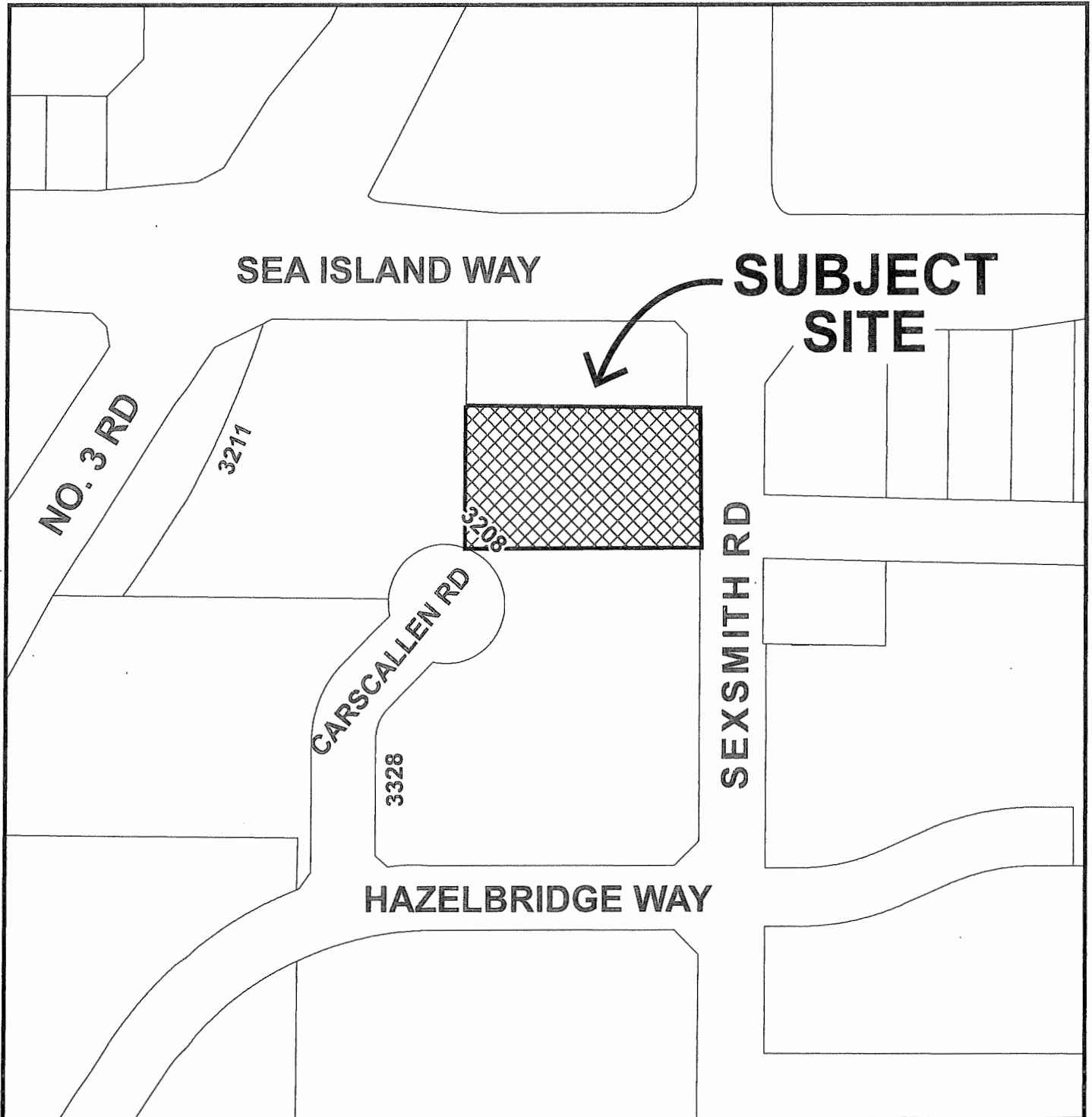
Development Name, Address, Property Manager, Phone #, E-mail

Unit #	Unit Type	# of Occupants	Related to Owner	# of Occupants 18 Years and Under	# of Occupants 55 Years and Over	Before-tax Employment Income (if Tenant is 18+ Years)	Other Income (if Tenant is 18+ Years)	Income Verification Received	Before-tax (gross) Income of all Tenants	Monthly Rent	Planned % Rent Increase in the Next Year	Parking Fees	Move-In/Move-out Fees	Storage Fees	Amenity Usage Fees
1															
2															
3															
4															
5															

Document Number: 5960485 Version: 1



City of
Richmond



3208 Carscallen Road

CNCL - 132

Original Date: 07/13/20

Note: Dimensions are in METRES



Council Procedure Bylaw No. 7560, Amendment Bylaw No. 10335

The Council of the City of Richmond enacts as follows:

1. "Council Procedure Bylaw No. 7560", as amended, is further amended as follows:

- a) Delete Section 1.4 and replace it with new Section 1.4 as follows:

"1.4 Electronic Participation

- 1.4.1. In accordance with the provisions of the *Community Charter*, a member of Council or a council committee who is unable to attend in person at a Special Council Meeting, a Regular Council Meeting, a Regular Council Meeting for Public Hearings, or a Standing Committee Meeting, as applicable, may participate in the meeting by means of electronic or other communication facilities, provided the member of Council is approved to participate in this manner by Council resolution or by a resolution of a Standing Committee where applicable.
 - 1.4.2. A person or organization wishing to address a Special Council Meeting, a Regular Council Meeting, a Regular Council Meeting for Public Hearings or a Standing Committee Meeting as a delegation may be offered the option to be heard at that meeting by means of electronic or other communication facilities, provided the communication facilities are available and operational, and a resolution of Council authorizing communication in this manner is in effect."

- b) Insert new Section 1.6 as follows:

"1.6 Electronic Meetings

- (a) At the discretion of the Mayor, a Special Council Meeting, a Regular Council Meeting, a Regular Council Meeting for Public Hearings or a Standing Committee Meeting may be conducted by means of electronic or other communication facilities;
 - (b) At the discretion of the Standing Committee Chair, a Standing Committee Meeting may be conducted by means of electronic or other communication facilities;

(c) For a Special Council Meeting, a Regular Council Meeting, a Regular Council Meeting for Public Hearings or a Standing Committee that is conducted by means of electronic or other communication facilities, the following provisions apply:

- (i) The advance public notice shall be posted in the Public Notice Posting Place and shall describe that the meeting is to be conducted by way of videoconference, audioconference or telephone;
- (ii) The specified place where the public may attend to hear, or watch and hear, the proceedings that are open to the public, shall be the Council Chambers of Richmond City Hall or such other place specified by the Mayor and shall be identified in the advance public notice;
- (iii) The procedures for giving advance public notice are those set out in Section 3.3;
- (iv) The designated municipal officer who must be in attendance at the specified place shall be the City Clerk, his or her delegate, or such other person specified by the Mayor."

2. This Bylaw is cited as "Council Procedure Bylaw No. 7560, Amendment Bylaw No. 10335".

FIRST READING

DEC 06 2021

SECOND READING

DEC 06 2021

THIRD READING

DEC 06 2021

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept CJ
APPROVED for legality by solicitor TC

MAYOR

CORPORATE OFFICER