



City Council

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

**Monday, January 28, 2019
7:00 p.m.**

Pg. # ITEM

MINUTES

1. *Motion to:*

- | | |
|----------------|---|
| CNCL-13 | (1) <i>adopt the minutes of the Regular Council meeting held on January 14, 2019;</i> |
| CNCL-31 | (2) <i>adopt the minutes of the Special Council meeting held on January 14, 2019; and</i> |
| CNCL-34 | (3) <i>adopt the minutes of the Regular Council meeting for Public Hearings held on January 21, 2019.</i> |



AGENDA ADDITIONS & DELETIONS

PRESENTATION

John Watson, Chair, Gateway Theatre Board and Camilla Tibbs, Executive Director, to present on 2018 activities.

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 OR ON DEVELOPMENT PERMITS/DEVELOPMENT VARIANCE PERMITS – ITEM NO. 20.

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.

CONSENT AGENDA HIGHLIGHTS

- Receipt of Committee minutes
- Investing in Canada Infrastructure Program Community, Culture and Recreation Stream
- City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 9947
- Housing Agreement Bylaw No. 9959 to Permit the City of Richmond to Secure Affordable Housing Units at 6560, 6600, 6640 and 6700 No. 3 Road (Bene Richmond Development Ltd.)
- Richmond Community Services Advisory Committee (RCSAC) 2018 Annual Report and 2019 Work Plan

Council Agenda – Monday, January 28, 2019

Pg. #

ITEM

- Land use applications for first reading (to be further considered at the Public Hearing on February 19, 2019):
 - 13020 Delf Place – Zoning Text Amendment to the IB1 zone (Wensley Architecture Ltd. – applicant)
 - 5751 Francis Road – Rezone from RS1/E to RTA (Landcraft Homes Ltd. – applicant)
 - 5660 Parkwood Way – Zoning Text Amendment to the CV zone (Christopher Bozyk Architects Ltd. – applicant)
- 2019/2020 BikeBC Program Submission
- Richmond Active Transportation Committee – Proposed 2019 Initiatives
- Recycling Depot – Potential Eco Centre Upgrade Options
- Fuel Purchases Agreement – Suncor Energy Products Partnership

5. *Motion to adopt Items No. 6 through No. 17 by general consent.*



6. COMMITTEE MINUTES

That the minutes of:

- CNCL-43 (1) *the special Finance Committee meeting held on January 14, 2019;*
- CNCL-51 (2) *the Community Safety Committee meeting held on January 15, 2019;*
- CNCL-61 (3) *the General Purposes Committee meeting held on January 21, 2019;*
- CNCL-66 (4) *the Planning Committee meeting held on January 22, 2019; and*
- CNCL-72 (5) *the Public Works and Transportation Committee meeting held on January 23, 2019;*

be received for information.



Consent
Agenda
Item

7. **INVESTING IN CANADA INFRASTRUCTURE PROGRAM
COMMUNITY, CULTURE AND RECREATION STREAM**

(File Ref. No. 06-2052-25-SCCR1) (REDMS No. 6067220 v. 13)

CNCL-91

See Page CNCL-91 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

- (1) *That the submission to the Investing in Canada Infrastructure Program Community, Culture and Recreation Stream requesting funding of up to \$10 million for the Steveston Community Centre and Branch Library replacement project, as outlined in the report titled, “Investing in Canada Infrastructure Program Community, Culture and Recreation Stream,” dated January 7, 2019, from the Director, Recreation and Sport Services, be endorsed;*
- (2) *That the Chief Administrative Officer and General Manager, Community Services be authorized to enter into funding agreements with the government for the aforementioned project should it be approved for funding, as outlined in the report titled, “Investing in Canada Infrastructure Program Community, Culture and Recreation Stream,” dated January 7, 2019, from the Director, Recreation and Sport Services; and*
- (3) *That the Consolidated 5-Year Financial Plan (2019-2023) be amended accordingly should the aforementioned project be approved for funding as outlined in the report titled, “Investing in Canada Infrastructure Program Community, Culture and Recreation Stream,” dated January 7, 2019, from the Director, Recreation and Sport Services.*



Consent
Agenda
Item

8. **CITY CENTRE DISTRICT ENERGY UTILITY BYLAW NO. 9895,
AMENDMENT BYLAW NO. 9947**

(File Ref. No. 12-8060-20-009947) (REDMS No. 59924863 v. 7; 5992897)

CNCL-95

See Page CNCL-95 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

That the City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 9947 presented in the “City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 9947” report dated December 20, 2018, from Director, Engineering be introduced and given first, second, and third readings.



Council Agenda – Monday, January 28, 2019

Pg. # ITEM

Consent
Agenda
Item

9. **HOUSING AGREEMENT BYLAW NO. 9959 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 6560, 6600, 6640 AND 6700 NO. 3 ROAD (BENE RICHMOND DEVELOPMENT LTD.)**

(File Ref. No. 08-4057-05; 12-8060-20-009959) (REDMS No. 6016667 v. 2; 6016383 v. 2)

CNCL-106

See Page CNCL-106 for full report

PLANNING COMMITTEE RECOMMENDATION

That Housing Agreement (6560, 6600, 6640 and 6700 No. 3 Road) Bylaw No. 9959 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application RZ 15-694855.



Consent
Agenda
Item

10. **RICHMOND COMMUNITY SERVICES ADVISORY COMMITTEE (RCSAC) 2018 ANNUAL REPORT AND 2019 WORK PLAN**

(File Ref. No. 07-3000-01) (REDMS No. 6041373 v. 2; 6061385; 6061576; 6061926; 5276844)

CNCL-135

See Page CNCL-135 for full report

PLANNING COMMITTEE RECOMMENDATION

That the staff report titled “Richmond Community Services Advisory Committee (RCSAC) 2018 Annual Report and 2019 Work Plan,” dated January 2, 2019, from the Manager, Community Social Development, be approved.



Consent
Agenda
Item

11. **APPLICATION BY WENSLEY ARCHITECTURE LTD. FOR A ZONING TEXT AMENDMENT TO THE “INDUSTRIAL BUSINESS PARK (IB1)” ZONE TO PERMIT A DRIVE-THROUGH RESTAURANT AT 13020 DELF PLACE**

(File Ref. No. 12-8060-20-009956; ZT 18-801900) (REDMS No. 5954610; 6035880)

CNCL-176

See Page CNCL-176 for full report

PLANNING COMMITTEE RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9956, for a Zoning Text Amendment to the “Industrial Business Park (IB1)” zone in order to permit “restaurant, drive-through”, limited to one establishment and a maximum floor area of 300 m², at 13020 Delf Place, be introduced and given first reading.



Consent
Agenda
Item

12. **APPLICATION BY LANDCRAFT HOMES LTD. FOR REZONING AT 5751 FRANCIS ROAD FROM “SINGLE DETACHED (RS1/E)” ZONE TO “ARTERIAL ROAD THREE-UNIT DWELLINGS (RTA)” ZONE**

(File Ref. No. 12-8060-20-009974/009976; RZ 17-768762) (REDMS No. 6043629 v. 2; 6057070; 6036607)

CNCL-199

See Page CNCL-199 for full report

PLANNING COMMITTEE RECOMMENDATION

- (1) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9976 to create the “Arterial Road Three-Unit Dwellings (RTA)” zone, be introduced and given first reading; and*
- (2) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9974, for the rezoning of 5751 Francis Road from “Single Detached (RS1/E)” zone to “Arterial Road Three-Unit Dwellings (RTA)” zone, be introduced and given first reading.*



Consent
Agenda
Item

13. **APPLICATION BY CHRISTOPHER BOZYK ARCHITECTS LTD. FOR A ZONING TEXT AMENDMENT TO THE “VEHICLE SALES (CV)” ZONE TO ALLOW AN INCREASE IN FLOOR AREA RATIO AT 5660 PARKWOOD WAY**

(File Ref. No. 12-8060-20-009981; ZT 18-818164) (REDMS No. 5855389; 6054363)

CNCL-230

See Page CNCL-230 for full report

PLANNING COMMITTEE RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9981, for a Zoning Text Amendment to the “Vehicle Sales (CV)” Zone to increase the maximum permitted Floor Area Ratio (FAR) to 0.84 for the property located at 5660 Parkwood Way, be introduced and given first reading.



Council Agenda – Monday, January 28, 2019

Pg. # ITEM

Consent
Agenda
Item

14. **2019/2020 BIKEBC PROGRAM SUBMISSION**
(File Ref. No. 01-0150-20-THIG1) (REDMS No. 6054370 v. 2)

CNCL-266

See Page CNCL-266 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE RECOMMENDATION

- (1) *That the submission for cost-sharing to the Province of BC 2019/2020 BikeBC Program for the Westminster Highway multi-use pathway, as described in the report, titled “2019/2020 BikeBC Program Submission” dated December 14, 2018, from the Director, Transportation, be endorsed;*
- (2) *That, should the above application be successful, the Chief Administrative Officer and the General Manager, Planning and Development, be authorized to execute the funding agreement; and*
- (3) *That the Consolidated 5 Year Financial Plan (2019-2023) be updated accordingly.*



Consent
Agenda
Item

15. **RICHMOND ACTIVE TRANSPORTATION COMMITTEE –
PROPOSED 2019 INITIATIVES**
(File Ref. No. 01-0100-20-RCYC1) (REDMS No. 6042766 v. 3)

CNCL-272

See Page CNCL-272 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE RECOMMENDATION

- (1) *That the proposed 2019 initiatives of the Richmond Active Transportation Committee, as outlined in the staff report titled “Richmond Active Transportation Committee - Proposed 2019 Initiatives” dated December 13, 2018 from the Director, Transportation, be endorsed; and*
- (2) *That a copy of the report titled “Richmond Active Transportation Committee – Proposed 2019 Initiatives” be forwarded to the Richmond Council-School Board Liaison Committee for information.*



Council Agenda – Monday, January 28, 2019

Pg. # ITEM

Consent
Agenda
Item

16. **RECYCLING DEPOT – POTENTIAL ECO CENTRE UPGRADE OPTIONS**

(File Ref. No. 10-6370-04-01) (REDMS No. 5968841 v. 8)

CNCL-283

See Page CNCL-283 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
RECOMMENDATION

- (1) *That Option 2 of the staff reported titled, “Recycling Depot – Potential Eco Centre Upgrade Options” from the Director, Public Works Operations dated January 16, 2019, be endorsed; and*
- (2) *That the City’s Consolidated 5 Year Financial Plan (2019-2023) be amended to include \$1,226,000 for the Recycling Depot – potential eco centre upgrade as presented under Option 2 of the staff report entitled “Recycling Depot – Potential Eco Centre Upgrade Options”, funded from the Sanitation and Recycling provision.*



Consent
Agenda
Item

17. **FUEL PURCHASES AGREEMENT – SUNCOR ENERGY PRODUCTS PARTNERSHIP**

(File Ref. No. 02-0665-03-01) (REDMS No. 6073610)

CNCL-300

See Page CNCL-300 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
RECOMMENDATION

- (1) *That the City enter into an agreement, as outlined in the staff report titled “Fuel Purchases Agreement – Suncor Energy Products Partnership” dated January 3, 2019 from the Director, Public Works Operations;*
- (2) *That the Chief Administrative Officer and General Manager, Engineering & Public Works, be authorized to negotiate and execute a fuel supply and delivery contract with Suncor Energy Products Partnership on the contemplated terms and conditions of the fuel consortium contract as outlined in City of Vancouver Request for Proposals No. PS20180305 Supply and Delivery of Fuels; and*
- (3) *That the current fuel purchase contract with Parkland Fuel Corporation under BCPPBG Contract No. PS11122 be extended until such time as the fuel supply and delivery contract with Suncor Energy Products Partnerships is executed and fuel delivery commences under the agreement with Suncor Energy Products Partnerships.*



CONSIDERATION OF MATTERS REMOVED FROM THE
CONSENT AGENDA

NON-CONSENT AGENDA ITEMS

PLANNING COMMITTEE

Councillor Linda McPhail, Chair

18. **APPLICATION BY LANDCRAFT HOMES LTD. FOR REZONING
AT 4226 WILLIAMS ROAD FROM SINGLE DETACHED (RS1/E) TO
ARTERIAL ROAD TWO-UNIT DWELLINGS (RDA)**

(File Ref. No. 12-8060-20-009973/009975; RZ 17-768134) (REDMS No. 6040432 v. 2; 6042671;
5845266)

CNCL-334

See Page CNCL-334 for full report

PLANNING COMMITTEE RECOMMENDATION

Opposed: Cllr. Day

- (1) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9975 to
create the “Arterial Road Two-Unit Dwellings (RDA)” zone, be
introduced and given first reading; and*
- (2) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9973, for the
rezoning of 4226 Williams Road from “Single Detached (RS1/E)” to
“Arterial Road Two-Unit Dwellings (RDA)”, be introduced and given
first reading.*



PUBLIC WORKS AND TRANSPORTATION COMMITTEE

Councillor Chak Au, Chair

19. **GEORGE MASSEY CROSSING – FINDINGS OF INDEPENDENT TECHNICAL REVIEW**

(File Ref. No. 01-0150-20-THIG1) (REDMS No. 5920748 v. 7)

CNCL-375

See Page CNCL-375 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
RECOMMENDATION

Opposed: Cllr. Loo

That a letter requesting the Ministry of Transportation and Infrastructure:

- (1) *pursue short-term strategic improvements to the Steveston Highway interchange and expedite the completion of a business case for Highway 99 crossing improvements, as detailed in the staff report titled “George Massey Crossing – Findings of Independent Technical Review” dated December 21, 2018 from the Director, Transportation;*
- (2) *work with the Vancouver Fraser Port Authority to limit port traffic from using the George Massey Tunnel Crossing during peak hours; and*
- (3) *request that TransLink review increasing bus capacity for routes along the George Massey Tunnel Crossing;*

be endorsed.



PUBLIC ANNOUNCEMENTS AND EVENTS

NEW BUSINESS

Council Agenda – Monday, January 28, 2019

Pg. # ITEM

BYLAWS FOR ADOPTION

CNCL-382 Housing Agreement (6551 No. 3 Road) **Bylaw No. 9952**
Opposed at 1st/2nd/3rd Readings – None.

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CNCL-415 Market Rental Agreement (Housing Agreement) (6551 No. 3 Road) **Bylaw No. 9980**
Opposed at 1st/2nd/3rd Readings – None.

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CNCL-440 Richmond Zoning Bylaw No. 8500, Amendment **Bylaw No. 9752**
(9371 Dayton Avenue, RZ 17-775844)
Opposed at 1st Reading – None.
Opposed at 2nd/3rd Readings – None.

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CNCL-442 Richmond Zoning Bylaw No. 8500, Amendment **Bylaw No. 9753**
(10451/10453 No. 1 Road, RZ 16-754653)
Opposed at 1st Reading – None.
Opposed at 2nd/3rd Readings – None.

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CNCL-444 Richmond Zoning Bylaw No. 8500, Amendment **Bylaw No. 9758**
(9200/9220 Glenallan Drive, RZ 16-745791)
Opposed at 1st Reading – None.
Opposed at 2nd/3rd Readings – Cllr. Day

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DEVELOPMENT PERMIT PANEL

20. RECOMMENDATION

See DPP Plan Package (distributed separately) for full hardcopy plans

CNCL-446 (1) *That the **minutes** of the Development Permit Panel meeting held on January 16, 2019, and the Chair's report for the Development Permit Panel meetings held on May 16, 2018, be received for information; and*

Council Agenda – Monday, January 28, 2019

Pg. #

ITEM

CNCL-452

- (2) *That the recommendation of the Panel to authorize the issuance of a Development Permit (**DP 15-715522**) for the property at 9251/9271 Beckwith Road be endorsed, and the Permit so issued.*

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ADJOURNMENT

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Regular Council

Monday, January 14, 2019

Place: Council Chambers
Richmond City Hall

Present: Mayor Malcolm D. Brodie
Councillor Chak Au
Councillor Carol Day
Councillor Kelly Greene
Councillor Alexa Loo
Councillor Bill McNulty
Councillor Linda McPhail
Councillor Harold Steves
Councillor Michael Wolfe

Corporate Officer – David Weber

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

RES NO. ITEM

MINUTES

- R19/1-1 1. It was moved and seconded
That:
- (1) *the minutes of the Regular Council meeting held on December 10, 2018, be adopted as circulated;*
 - (2) *the minutes of the Special Council meeting held on December 19, 2018, be adopted as circulated;*
 - (3) *the minutes of the Regular Council meeting for Public Hearings held on December 17, 2018, be adopted as distributed on table; and*



**Regular Council
Monday, January 14, 2019**

- (4) *the Metro Vancouver 'Board in Brief' dated December 7, 2018, be received for information.*

CARRIED

AGENDA ADDITIONS & DELETIONS

It was noted that Item No. 7 – “One-Year Review and Bylaw Amendments for Short-Term Rentals” has been removed from the Consent Agenda due to a Councillor conflict of interest and that Item. No 14 – “Application by Rosebud Productions Inc. for Rezoning a Portion Of 23000 Fraserwood Way (Unit 105, 110 And 115)” and Item No. 15 – “Application by Interface Architecture Inc. for Rezoning At 5631, 5635, 5651, 5691, 5711, 5731 And 5751 Steveston Highway” have also been removed from the Consent Agenda to allow for separate discussion.

It was further noted that the “Building Facilities Design Guidelines and Technical Specifications” document in Item No. 9 – “City Buildings – Building Facilities Design Guidelines and Technical Specifications” was updated in the Council agenda package to include comments made during the General Purposes Committee, as outlined in the staff memorandum dated January 11, 2019 from the Senior Manager, Capital Buildings Project Development.

COMMITTEE OF THE WHOLE

- R19/1-2 2. It was moved and seconded
That Council resolve into Committee of the Whole to hear delegations on agenda items (7:01 p.m.).

CARRIED



Regular Council
Monday, January 14, 2019

3. Delegations from the floor on Agenda items

Item No. 16 – TransLink Policy for Provision of Washrooms on Transit

Sam McCulligh, Richmond resident, spoke in favour of the staff report, noting support for the addition of washroom facilities at transit locations in Richmond. In response to questions from the delegation regarding accessibility, Mayor Brodie noted that the City has not received formal confirmation regarding the design of the washrooms and that the recommendation on the Agenda includes a letter be sent to TransLink advocating for washrooms at all Canada Line stations in the City and the bus mall. Mr. McCulligh further remarked that hand dryers installed in the washrooms should be as quiet as possible for individuals with sensory sensitivities.

Item No. 10 – BC Poverty Reduction Coalition’s “ABC” Plan

De Whalen, Richmond Poverty Response Committee, commended Council for the inclusion of the Poverty Reduction Plan on the Consent Agenda, and further advised of a transit plan being presented to the City of Vancouver that will be presented to Richmond Council in the near future for endorsement. Ms. Whalen further commented on the inclusion of the Living Wage analysis in the staff report and expressed support for continued discussions on the topic.

In response to queries from Council regarding transit availability for those on income assistance, Ms. Whalen remarked that those on income assistance do not receive transit passes, however, those persons receiving disability benefits do. She further commented that part of the poverty reduction plan would identify transit barriers to employment opportunities or services.

Item No. 6 (2) – Committee Minutes – Finance Committee Minutes

Don Flintoff, 6071 Dover Road, spoke to the Finance Committee minutes from the meeting held on January 9, 2019 and queried Council regarding the Five Year Financial Plan and budgets. In response, the Mayor noted the budgets and Consolidated Five Year Financial Plan had been considered at the Finance Committee meeting held earlier that day.



Regular Council
Monday, January 14, 2019

Item No. 22 – Response to Referral: Additional Dwellings in the Agricultural Land Reserve

Doug Wright, Richmond resident and farmer, expressed concern regarding the proposed Bylaws noting the importance of the ability of property owners to add additional dwellings for farming operations. Mr. Wright remarked that the additional dwelling provision has allowed him to build an additional residence on his property for family and was of the opinion that the current regulations already have sufficient safeguards, such as the inclusion of a statutory declaration, agrologist report, and a demonstrated need to support farm operations. Mr. Wright also commented that this would only apply to farm parcels 20 acres or greater in size, noting that approximately 7% of farm parcels in Richmond fall within that category. He also stated that the proposed amendments would place an undue burden on families who wish to build additional dwellings. Mr. Wright further expressed concern regarding affordability, noting that the proposed Bylaws would make it more difficult for families to build housing for future generations within the same property to allow for the continuation of farming.

Item No. 22 – Response to Referral: Additional Dwellings in the Agricultural Land Reserve

Todd May, co-chair of the Agricultural Advisory Committee (AAC) and president of the Richmond Farmers' Institute, spoke in opposition to the proposed amendments and provided a chronological summary of the regulations on limiting additional dwellings on agriculturally zoned land. Mr. May commented that the regulation allowing for additional dwellings used to be scaled based on property size and in his opinion worked well in supporting agriculture. He further remarked that following the removal of this provision from the Zoning Bylaw, staff came forward with recommendations on a provision for a second dwelling on agriculturally zoned land, noting that the staff report had been forwarded to the AAC for comment and was adopted by Council. Mr. May further summarized the current regulations on additional dwellings and noted that they allow for one additional dwelling with a number of restrictions in place and only apply to a limited number of properties in Richmond. Mr. May expressed further concern regarding the impact of the proposed Bylaw amendments on future farming operations.



Regular Council
Monday, January 14, 2019

- R19/1-3 4. It was moved and seconded
That Committee rise and report (7:21 p.m.).

CARRIED

CONSENT AGENDA

- R19/1-4 5. It was moved and seconded
That Items No. 6 through 21, with the removal of Items No. 7, 14, and 15, be adopted by general consent.

CARRIED

6. COMMITTEE MINUTES

That the minutes of:

- (1) the General Purposes Committee meetings held on December 17, 2018 and January 9, 2019;*
- (2) the Finance Committee meeting held on January 9, 2019;*
- (3) the Planning Committee meetings held on December 18, 2018 and January 10, 2019;*
- (4) the Public Works and Transportation Committee meeting held on December 19, 2018;*
- (5) the Parks, Recreation and Cultural Services Committee meeting held on December 19, 2018;*

be received for information.

ADOPTED ON CONSENT

7. ONE-YEAR REVIEW AND BYLAW AMENDMENTS FOR SHORT-TERM RENTALS

(File Ref. No. 12-8060-20-009899/009898; 12-8275-09; 08-4430-03-12) (REDMS No. 5868680 v. 11; 5962960; 5878824; 5878827)

Please see Page 11 for action on this matter.



Regular Council
Monday, January 14, 2019

8. SISTER CITY ADVISORY COMMITTEE FOUR-YEAR ACTIVITY PLAN (2019-2022)

(File Ref. No. 01-0100-30-SCIT1-01) (REDMS No. 6027517)

- (1) That the staff report titled “Sister City Advisory Committee Four-Year Activity Plan (2019-2022)”, dated November 23, 2018, from the Manager, Customer Service, be received for information;*
- (2) That the 2019-2022 Sister City Advisory Committee Program Activity budget of \$239,050 be referred to the budget process including timing and the source of funds for consideration; and*
- (3) That staff liaise with the Sister City Advisory Committee for potential travel including budget and program details and report back.*

ADOPTED ON CONSENT

9. CITY BUILDINGS – BUILDING FACILITIES DESIGN GUIDELINES AND TECHNICAL SPECIFICATIONS

(File Ref. No. 06-2050-01) (REDMS No. 6047006 v. 4; 6086793, 6086959)

- (1) That the proposed “City of Richmond Building Facilities Design Guidelines and Technical Specifications” presented as Attachment 1 and described in the staff report dated January 9, 2019, from the Director, Engineering be endorsed and used in planning for future corporate facilities; and*
- (2) That the proposed “City of Richmond Building Facilities Design Guidelines and Technical Specifications” presented as Attachment 1 and described in the staff report dated January 9, 2019, from the Director, Engineering, be sent to interested stakeholders including the Richmond Centre for Disability.*

ADOPTED ON CONSENT

10. BC POVERTY REDUCTION COALITION’S “ABC” PLAN

(File Ref. No. 08-4055-08) (REDMS No. 6051450 v. 2; 5957417; 5032296; 5329764; 5991770)

- (1) That the BC Poverty Reduction Coalition’s proposed Municipal Resolution, “Call for the ABC Plan for an Accountable, Bold and Comprehensive poverty reduction plan for British Columbia,” be endorsed; and*



Regular Council
Monday, January 14, 2019

- (2) *That the resolution be sent to the Premier, the Minister of Social Development and Poverty Reduction, Richmond Members of the Legislative Assembly, Richmond Members of Parliament and the Leader of the Opposition.*

ADOPTED ON CONSENT

11. AFFORDABLE HOUSING AGREEMENT BYLAW 9952 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 6551 NO. 3 ROAD

(File Ref. No. 08-4057-05; 12-8060-20-009892/009952; CP 16-752923) (REDMS No. 6061421 v. 2; 6007866; 6008384; 6010277)

That Affordable Housing Agreement (6551 No. 3 Road) Bylaw 9952 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with RC (South) Inc. and 7904185 Canada Inc., together as registered owners, and RCCOM Limited Partnership and AIMCO Realty Investors Limited Partnership, together as beneficial owners, substantially in the form attached hereto, in accordance with the requirements of Section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Official Community Plan (City Centre Area Plan) Amendment CP 16-752923.

ADOPTED ON CONSENT

12. MARKET RENTAL AGREEMENT (HOUSING AGREEMENT) BYLAW 9980 TO PERMIT THE CITY OF RICHMOND TO SECURE MARKET RENTAL HOUSING UNITS AT 6551 NO. 3 ROAD

(File Ref. No. 12-8060-20-009892/009980; CP 16-752923) (REDMS No. 6061244; 6048141)

That Market Rental Agreement (Housing Agreement) (6551 No. 3 Road) Bylaw 9980 be introduced and given first, second and third readings to permit the City to enter into a Market Rental Agreement with RC (South) Inc. and 7904185 Canada Inc., together as registered owners, and RCCOM Limited Partnership and AIMCO Realty Investors Limited Partnership, together as beneficial owners, substantially in the form attached hereto, in accordance with the requirements of Section 483 of the Local Government Act, to secure Market Rental Housing Units required by the Official Community Plan (City Centre Area Plan) Amendment CP 16-752923.

ADOPTED ON CONSENT



Regular Council
Monday, January 14, 2019

13. **APPLICATION BY 0855855 B.C. LTD. FOR REZONING AT 9820 ALBERTA ROAD FROM THE “SINGLE DETACHED (RS1/F)” ZONE TO THE “TOWN HOUSING (ZT60) – NORTH MCLENNAN (CITY CENTRE)” ZONE**

(File Ref. No. RZ 16-742260; 12-8060-20-009960) (REDMS No. 5164563; 2942426; 6041615)

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9960, for the rezoning of 9820 Alberta Road from the “Single Detached (RS1/F)” zone to the “Town Housing (ZT60) – North McLennan (City Centre)” zone to permit the development of six three-storey townhouse units with vehicle access from 9840 Alberta Road, be introduced and given first reading.

ADOPTED ON CONSENT

14. **APPLICATION BY ROSEBUD PRODUCTIONS INC. FOR REZONING A PORTION OF 23000 FRASERWOOD WAY (UNIT 105, 110 AND 115) TO ALLOW A LICENSED HEALTH CANADA MEDICAL CANNABIS PRODUCTION FACILITY**

(File Ref. No. RZ 18-811041; 12-8060-20-009978) (REDMS No. 6044866; 6086459; 6049590)

Please see Page 12 for action on this matter.

15. **APPLICATION BY INTERFACE ARCHITECTURE INC. FOR REZONING AT 5631, 5635, 5651, 5691, 5711, 5731 AND 5751 STEVESTON HIGHWAY FROM “SINGLE DETACHED (RS1/B)” ZONE AND “SINGLE DETACHED (RS1/E)” ZONE TO “MEDIUM DENSITY TOWNHOUSES (RTM2)” ZONE**

(File Ref. No. 12-8060-20-009982; RZ 16-733904) (REDMS No. 5985084; 6056465)

Please see Page 13 for action on this matter.

16. **TRANSLINK POLICY FOR PROVISION OF WASHROOMS ON TRANSIT**

(File Ref. No. 01-0154-04) (REDMS No. 6032168 v. 3)

- (1) *That the report titled “TransLink Policy for Provision of Washrooms on Transit” dated December 7, 2018 from the Director, Transportation, be received for information; and*



Regular Council
Monday, January 14, 2019

- (2) *That a letter be sent to Translink encouraging the provision of washrooms at all Canada Line stations as well as the new Richmond-Brighouse bus mall.*

ADOPTED ON CONSENT

17. 2019 SUBMISSION TO THE DISASTER MITIGATION AND ADAPTATION FUND – RICHMOND FLOOD PROTECTION PROGRAM

(File Ref. No. 10-6045-11-01; 03-1090-14) (REDMS No. 6037901 v. 7)

- (1) *That the submission to the Disaster Mitigation and Adaptation Fund – Richmond Flood Protection Program requesting funding for up to 40% of the project cost, for a total of \$13,780,000, to upgrade 2.6 kilometers of dike and five pump stations be endorsed;*
- (2) *That the Chief Administrative Officer and General Manager, Engineering and Public Works be authorized to enter into funding agreements with the Government of Canada for the above mentioned project should it be approved for funding by the Government of Canada; and*
- (3) *That, should the above mentioned project be approved for funding by the Government of Canada, the Consolidated 5 Year Financial Plan (2019-2023) be updated accordingly.*

ADOPTED ON CONSENT

18. DIKE MASTER PLAN – PHASES 3 AND 5

(File Ref. No. 10-6045-09-01) (REDMS No. 5939748 v. 11)

That the public and key external stakeholders be consulted as identified in the staff report titled “Dike Master Plan – Phases 3 and 5” from the Director, Engineering, dated November 30, 2018.

ADOPTED ON CONSENT



Regular Council
Monday, January 14, 2019

19. **2019 ENGAGING ARTISTS IN COMMUNITY PUBLIC ART PROJECTS**

(File Ref. No. 11-7000-09-20-089) (REDMS No. 6009795 v. 4; 5895266; 6040426; 6040433; 6040438)

That the concept proposals and implementation for the community public art projects working in partnership with the Richmond Nature Park Society, Richmond Public Library (Brighouse Branch) and City Centre Community Association be considered in the City's Consolidated 5 Year Financial Plan as presented in the staff report titled "2019 Engaging Artists in Community Public Art Projects," dated November 15, 2018, from the Director, Arts, Culture and Heritage Services.

ADOPTED ON CONSENT

20. **PROPOSED PLAN FOR THE FUTURE COORDINATION OF SALMON FESTIVAL AND RICHMOND CANADA DAY IN STEVESTON**

(File Ref. No. 11-7400-20-SSFE1) (REDMS No. 6006424 v. 4)

That the City and the Steveston Salmon Festival Committee co-produce Richmond's Canada Day celebrations under the banner of Steveston Salmon Festival as outlined in the report titled "Proposed Plan for the Future Coordination of Salmon Festival and Richmond Canada Day in Steveston", dated December 1, 2018 from the Director, Arts, Culture and Heritage Services.

ADOPTED ON CONSENT

21. **RECREATION AND SPORT STRATEGY 2019-2024**

(File Ref. No. 01-0370-20-002) (REDMS No. 6037135 v. 5)

- (1) *That the Recreation and Sport Strategy 2019-2024, and companion documents, as outlined in the report titled "Recreation and Sport Strategy 2019-2024," dated November 30, 2018, from the Director, Recreation Services, be adopted;*
- (2) *That staff report back at the mid-point and end of the implementation period of the Recreation and Sport Strategy 2019-2024, as outlined in the report titled "Recreation and Sport Strategy 2019-2024," dated November 30, 2018, from the Director, Recreation Services; and*



Regular Council
Monday, January 14, 2019

- (3) *That the Recreation and Sport Strategy 2019-2024, as outlined in the report titled "Recreation and Sport Strategy 2019-2024, dated November 30, 2018, from the Director, Recreation Services, be presented to Council School Board Liaison Committee meeting.*

ADOPTED ON CONSENT

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

GENERAL PURPOSES COMMITTEE –
Mayor Malcolm D. Brodie, Chair

In accordance with Section 100 of the *Community Charter*, Councillor Carol Day declared a conflict of interest as her husband owns a licenced bed and breakfast, and Councillor Carol Day left the meeting – 7:53 p.m.

7. ONE-YEAR REVIEW AND BYLAW AMENDMENTS FOR SHORT-TERM RENTALS

(File Ref. No. 12-8060-20-009899/009898;12-8275-09; 08-4430-03-12) (REDMS No. 5868680 v. 11; 5962960; 5878824; 5878827)

R19/1-5

It was moved and seconded

- (1) *That Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, Amendment Bylaw No. 9899, to add penalties related to short-term rentals, be introduced and given first, second and third readings;*
- (2) *That Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 9898, to reinstate a provision to allow a 5-room bed and breakfast business at 13333 Princess Street, be introduced and given first reading; and*
- (3) *That staff be instructed to report back on a licencing program, including an analysis of resources for its implementation, to regulate boarding and lodging in order to create a public registry.*



Regular Council
Monday, January 14, 2019

The question on the motion was not called as, in response to questions from Council, Carli Williams, Manager, Community Bylaws and Licencing, advised that:

- staff will review options for public consultation regarding a licencing program for boarding and lodging and a timeline for implementation accordingly;
- the type of ticket issued, either a Municipal Ticket Information (MTI) or ticket under the Notice Of Bylaw Dispute Adjudication Bylaw (BVN) ,would be dependent on the situation for each violation and are assessed on a case by case basis;
- the introduction of changes to the regulations last year has encouraged more individuals to come forward to report illegal operations;
- if a licencing program is in place for boarding and lodging, all short-term rentals would be licenced and the City could approach Airbnb to remove any unlicenced posting;
- any unpaid BVN can be added onto municipal taxes as a debt.

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

Councillor Carol Day returned to the meeting – 8:06 p.m.

14. **APPLICATION BY ROSEBUD PRODUCTIONS INC. FOR
REZONING A PORTION OF 23000 FRASERWOOD WAY (UNIT 105,
110 AND 115) TO ALLOW A LICENSED HEALTH CANADA
MEDICAL CANNABIS PRODUCTION FACILITY**

(File Ref. No. RZ 18-811041; 12-8060-20-009978) (REDMS No. 6044866; 6086459; 6049590)

R19/1-6

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9978, for the rezoning a portion of 23000 Fraserwood Way (Units 105, 110 and 115) to allow a licensed Health Canada Medical Cannabis Production Facility on a site-specific basis in the “Industrial Business Park (IB1)” zoning district, be introduced and given first reading.



Regular Council
Monday, January 14, 2019

The question on the motion was not called as discussion ensued in regards to the policy to allow only one medicinal cannabis facility and Council's ability to review applications on their own merits and on a case-by-case basis. It was noted that a tour of another medicinal cannabis facility would be beneficial.

Discussion further took place regarding the potential impact of odour and noise in the immediate area and in response to questions regarding expanding the public notification area, Wayne Craig, Director, Development, advised that it could be extended at Council's discretion.

As a result of the discussion, the following **amendment motion** was introduced:

R19/1-7

It was moved and seconded

That the public notification area be extended to include all the properties south of Highway 91, from the western boundary of the Westminster Highway overpass, the eastern extent of Fraserwood Way, and the southern extent of the south arm of the Fraser River.

CARRIED

The question on the main motion as amended was then called and it was **CARRIED** with Cllr. Au opposed.

15. **APPLICATION BY INTERFACE ARCHITECTURE INC. FOR REZONING AT 5631, 5635, 5651, 5691, 5711, 5731 AND 5751 STEVESTON HIGHWAY FROM "SINGLE DETACHED (RS1/B)" ZONE AND "SINGLE DETACHED (RS1/E)" ZONE TO "MEDIUM DENSITY TOWNHOUSES (RTM2)" ZONE**

(File Ref. No. 12-8060-20-009982; RZ 16-733904) (REDMS No. 5985084; 6056465)

R19/1-8

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9982, for the rezoning of 5631, 5635, 5651, 5691, 5711, 5731 and 5751 Steveston Highway from "Single Detached (RS1/B)" zone and "Single Detached (RS1/E)" zone to "Medium Density Townhouses (RTM2)" zone, be introduced and given first reading.

The question on the motion was not called as discussion took place regarding the amount of amenity space, proposed setbacks, the proposed tree loss, and the proximity of the project to the intersection.



Regular Council
Monday, January 14, 2019

The question on the motion was then called and it was **CARRIED** with Cllrs. Greene and Wolfe opposed.

NON-CONSENT AGENDA ITEMS

PLANNING & DEVELOPMENT DIVISION

22. **RESPONSE TO REFERRAL: ADDITIONAL DWELLINGS IN THE AGRICULTURAL LAND RESERVE**

(File Ref. No.: 12-8060-20-009984/009985) (REDMS No.6067611 v. 3; 6068576; 6068628)

R19/1-9

It was moved and seconded

- (1) *That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 9984, be introduced and given first reading;*
- (2) *That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw 9984, having been considered in conjunction with:*
 - (a) *the City's Financial Plan and Capital Program; and*
 - (b) *the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;**is hereby found to be consistent with said program and plans, in accordance with section. 477(3)(a) of the Local Government Act;*
- (3) *That Richmond Official Community Plan Bylaw No. 9000, Amendment Bylaw No. 9984, having been considered in conjunction with Section 477(3)(b) of the Local Government Act, be referred to the Agricultural Land Commission for comment;*
- (4) *That Richmond Official Community Plan Bylaw 9000, Amendment Bylaw No. 9984, having been considered in accordance with Section 475 of the Local Government Act and the City's Official Community Plan Bylaw Preparation Consultation Policy 5043, is found not to require further consultation; and*
- (5) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9985, be introduced and given first reading.*



Regular Council
Monday, January 14, 2019

The question on the motion was not called as it was noted that the recommended amendments to the Zoning Bylaw and Official Community Plan allow for additional dwellings on properties within the Agricultural Land Reserve (ALR) if approved by the Agricultural Land Commission (ALC).

In response to queries from Council, Barry Konkin, Manager, Policy Planning advised that there is lot size criteria for additional dwellings in Bill 52 and that a non-farm use application for any additional residence must first be endorsed by the City and then forwarded to the ALC for their approval. Mr. Konkin added that if ALC approval was granted, Council approval of a site-specific rezoning application would then be required. Mr. Konkin further remarked that minimal lot size criteria could be established by Council for applications for additional dwellings. Mr. Konkin also advised that maintaining the current Bylaws could risk being deemed contrary to provincial regulations and potential consequences could include the Ministry administering the City's Zoning Bylaw within ALR designated properties.

The question on the motion was then called and it was **CARRIED** with Cllr. Loo opposed.

PUBLIC DELEGATIONS ON NON-AGENDA ITEMS

- R19/1-10 23. It was moved and seconded
That Council resolve into Committee of the Whole to hear delegations on non-agenda items (8:29 p.m.).

CARRIED

Ken Waldman, Richmond resident, spoke on the negative health and environmental impacts of smoking, noting that more enforcement would be beneficial to combatting the problem of people violating the new smoking regulations and littering their cigarette butts. Mr. Waldman further proposed that a bylaw banning cigarette smoking within the City be adopted by Council.



Regular Council
Monday, January 14, 2019

In response to questions from Council, Mr. Waldman commented that additional patrolling by bylaw officers in high residential areas in Richmond would be beneficial. Mr. Waldman further commented on the excess littering of cigarette butts, noting that collection receptacles would be beneficial.

In response to queries from Council, Cecilia Achiam, General Manager, Community Safety, advised that (i) though bylaw officers issue tickets for smoking violations, emphasis is placed on education for greater compliance, (ii) Vancouver Coastal Health has enforcement officers and staff could request additional rotations for the City, (iii) the City's smoking bylaw is only enforceable on public property, and (iv) Richmond Fire-Rescue does have a responsible disposal education campaign for cigarette butts.

Discussion then took place on addressing any enforcement issues in regards to smoking bylaw violations, including requesting additional rotations from Vancouver Coastal Health, and establishing a recycling program for cigarette butts to reduce environmental waste.

As a result of the discussion, the following **motion** was introduced:

It was moved and seconded

That a letter be written to the Provincial Government, recognizing that cigarette butts are an environmental and fire safety hazard, to consider the creation of an Extended Producer Responsibility (EPR) program for cigarette butts.

The question on the motion was not called as direction was given to staff to provide information regarding the cigarette depository pilot project in Steveston.

Discussion then took place on installing disposal containers within the City similar to containers in Vancouver and working with local businesses to encourage compliance with the smoking bylaw on private property.

The question on the motion was then called and it was **CARRIED** with Mayor Brodie and Cllrs. Loo and McPhail opposed.

- R19/1-11 24. It was moved and seconded
That Committee rise and report (8:54 p.m.).

CARRIED



Regular Council
Monday, January 14, 2019

RATIFICATION OF COMMITTEE ACTION

R19/1-12

It was moved and seconded

That Council ratify the action of the Committee of the Whole in directing:

- (1) That a letter be written to the Provincial Government, recognizing that cigarette butts are an environmental and fire safety hazard, to consider the creation of an Extended Producer Responsibility (EPR) program for cigarette butts.*

CARRIED

PUBLIC ANNOUNCEMENTS AND EVENTS

The Mayor announced that the provision of Security Guard Services has been awarded to GardaWorld for a five-year term, in the estimated annual amount of \$235,000, for an estimated total of \$1,175,000.

BYLAWS FOR ADOPTION

R19/1-13

It was moved and seconded

That the following bylaws be adopted:

Housing Agreement (4300, 4320, 4340 Thompson Road and 4291, 4331, 4431 and 4451 Boundary Road) Bylaw No. 9916;

Traffic Bylaw No. 5870, Amendment Bylaw No. 9957;

Parking (Off-Street) Regulation Bylaw No. 7403, Amendment Bylaw No. 9958; and

Business Regulation Bylaw No. 7538, Amendment Bylaw No. 9961.

CARRIED

R19/1-14

It was moved and seconded

That Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 9727 be adopted.



Regular Council
Monday, January 14, 2019

The question on the motion was not called as staff were directed to contact the owners of 3751 Shuswap Avenue to provide further information regarding parking and parking enforcement in response to correspondence received at Public Hearing.

The question on the motion was then called and it was **CARRIED** with Cllr. Day opposed.

DEVELOPMENT PERMIT PANEL

- R19/1-15 25. It was moved and seconded
- (1) *That the Chair's report for the Development Permit Panel meeting held on October 24, 2018, be received for information; and*
 - (2) *That the recommendation of the Panel to authorize the issuance of a Development Permit (DP 17-794280) for the property at 4008 Stolberg Street be endorsed, and the Permit so issued.*

CARRIED

ADJOURNMENT

- R19/1-16 It was moved and seconded
That the meeting adjourn (9:03 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the Regular meeting of the Council of the City of Richmond held on Monday, January 14, 2019.

Mayor (Malcolm D. Brodie)

Corporate Officer (David Weber)



Special Council
Monday, January 14, 2019

Place: Anderson Room
Richmond City Hall

Present: Mayor Malcolm D. Brodie
Councillor Chak Au (entered at 3:33 p.m.)
Councillor Carol Day
Councillor Kelly Greene
Councillor Alexa Loo
Councillor Bill McNulty
Councillor Linda McPhail
Councillor Harold Steves
Councillor Michael Wolfe

Corporate Officer – David Weber

Call to Order: Mayor Brodie called the meeting to order at 3:30 p.m.

RES NO. ITEM

1. **CHAUFFEUR'S PERMIT APPEAL – MR. FAISAL NADEEM**

(File Ref. No.: 12-8275-02) (REDMS No. 6050666, 6050671)

Corporal Dean Etienne, Road Safety Unit, Richmond RCMP, stated that Mr. Nadeem's application for a Chauffeur's Permit was denied as Mr. Nadeem has accrued a number of motor vehicle violations over the course of 12 months.

Councillor Au entered the meeting (3:33 p.m.).

Cpl. Etienne reviewed Mr. Nadeem's driving abstract and noted that Mr. Nadeem has been found at fault for more than three motor vehicle accidents and his decision for denial is based on Mr. Nadeem driving record over the past two years. Cpl. Etienne added that he reviewed police file reports and his decision for denial was based on those records which indicated that there was sufficient evidence to issue Mr. Nadeem violation tickets.



Special Council
Monday, January 14, 2019

RES NO. ITEM

In reply to queries from Council, Cpl. Etienne stated that (i) even one motor vehicle accident would be grounds for refusal of a Chauffeur's Permit, (ii) grounds for refusal of a Chauffeur's Permit are relatively lenient; for instance an applicant may have an immediate roadside suspension, i.e., impaired driving, and still be eligible for a Chauffeur's Permit, (iii) applicants with safer driving records than that of Mr. Nadeem's have been denied, and (iv) three to five Chauffeur Permits are denied on average per month in Richmond, and (v) Mr. Nadeem may re-apply for a Chauffeur's Permit at any time and his application would be re-evaluated based on his driving record dating back two years to the date of his re-application.

Faisal Nadeem, applicant for a Chauffeur's Permit, appeared before Council and provided the following information with regard to his application:

- two of the violation tickets he was issued in 2018 were cancelled;
- the 2018 motor vehicle accident he was involved in was not his fault;
- he is disputing other violation tickets issued to him but has not yet received a court date; and
- driving a taxi cab is his only employment.

In reply to query from Council, Cpl. Etienne stated that police file reports indicate that the illegal U-turn caused the collision in July 2018 and the police file reports do not indicate whether the violation ticket was cancelled; however, Cpl. Etienne remarked that violation tickets may be cancelled for a multitude of reasons.

Councillor Greene left the meeting (3:43 p.m.) and returned (3:45 p.m.).

Cpl. Etienne then advised that police file reports indicate that the violation tickets were issued while Mr. Nadeem had passengers on-board his taxi cab and in one case, Mr. Nadeem's passengers were injured.

SP19/1-1

It was moved and seconded

That the RCMP's denial of a Chauffeur's Permit to Mr. Faisal Nadeem be upheld.

CARRIED



Special Council
Monday, January 14, 2019

RES NO. ITEM

ADJOURNMENT

SP19/1-2 It was moved and seconded
That the meeting adjourn (3:46 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
Monday, January 14, 2019.

Mayor (Malcolm D. Brodie)

Corporate Officer (David Weber)



**Regular Council meeting for Public Hearings
Monday, January 21, 2019**

Place: Council Chambers
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair
Councillor Chak Au
Councillor Carol Day
Councillor Kelly Greene
Councillor Alexa Loo
Councillor Bill McNulty
Councillor Linda McPhail
Councillor Harold Steves
Councillor Michael Wolfe
David Weber, Corporate Officer

Call to Order: Mayor Brodie opened the proceedings at 7:00 p.m.

1. **RICHMOND ZONING BYLAW 8500, AMENDMENT BYLAW 9796
(RZ 16-732490)**

(Location: 7151, 7171, 7191, 7211, 7231, and 7251 Bridge Street; Applicant: Pietro Nardone)

Applicant's Comments:

The applicant was available to respond to queries.

Written Submissions:

None.

Submissions from the floor:

Jim Davis, 9539 Sills Avenue, expressed concern regarding insufficient parking on Sills Avenue due to the new developments in the area, noting that the residents' driveways are often blocked off with cars. Mr. Davis expressed further concern over the impact another development may have on parking in the area and impeding vehicle movement on Sills Avenue, noting that restricting parking to one side of Sills Avenue may resolve the issue.



**Regular Council meeting for Public Hearings
Monday, January 21, 2019**

In response to queries from Council, Joshua Reis, Program Coordinator, Development, advised that staff investigated parking in the area following previous complaints at the first Public Hearing and no violations were found. It was noted that continued observance from bylaw officers should be continued in the area.

In response to questions from Council, Mr. Davis remarked that Sills Avenue has one lane which makes it difficult to manoeuvre around parked vehicles and that parking is usually an issue in the evenings and on weekends but parking is permitted on the road during those times.

Wayne Craig, Director, Development, in response to queries from Council, advised that the City's Traffic Control Bylaw does include regulations with respect to parking in front of another resident's home and should this application proceed, staff could examine parking restrictions on Sills Avenue. He further noted that Richmond Fire-Rescue was involved in the review of the application and were satisfied with the access to the proposed subdivision, especially with the turnaround area provided on one of the lots.

Discussion then took place on the potential impact to parking in the area of the proposed application and as a result, the following **referral motion** was introduced:

PH19/1-1

It was moved and seconded

That the Application by Pietro Nardone to rezone the west portions of the properties from the "Single Detached (RS1/F)" zone to the "Single Detached (ZS14) – South McLennan (City Centre)" zone, and to rezone the east portion of 7191 Bridge Street from the "Single Detached (RS1/F)" zone to the "Single Detached (RS2/C)" zone, be referred back to staff.

The question on the referral motion was not called as discussion further ensued in regards to the traffic impact of providing an on-site turnaround or a through-road between Sills Avenue and General Currie Road.

The question on the referral motion was then called and it was **DEFEATED** with Mayor Brodie and Cllrs. Loo, McNulty, McPhail, and Steves opposed.

As a result of the discussion, the following **referral motion** was introduced:

PH19/1-2

It was moved and seconded

That staff:

- (1) *investigate ways to mitigate street parking in the area around the proposed development at Bridge Street, including working with the developer to ensure adequate parking on each lot; and*



**Regular Council meeting for Public Hearings
Monday, January 21, 2019**

- (2) *examine installing traffic controls at the intersection of Sills Avenue and Bridge Street;*

and report back.

The question on the referral motion was not called as discussion took place regarding staff communicating with the strata to provide information regarding parking to their residents and installing additional traffic controls.

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

PH19/1-3

It was moved and seconded

That the revised rezoning considerations for the application (RZ 16-732490) as outlined in Attachment D to the staff report dated December 13, 2018, be approved.

CARRIED

Opposed: Cllr. Day

PH19/1-4

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9796 be given third reading.

The question on the motion was not called as, in response to queries from Council, Mr. Craig noted that Council could specify the size of the secondary suites and that the maximum size of the secondary suite would be the lesser of 40% of the overall house size or 968 square feet. He further advised that the average sizes of secondary suites in Richmond are approximately 400 square feet for a studio suite, approximately 465 square feet for a one bedroom suite, approximately 670 square feet for a two bedroom suite, and approximately 824 square feet for a three bedroom suite.

Discussion then took place regarding the potential size of the secondary suites and consulting the applicant, and as a result, the following **tabling motion** was introduced:

PH19/1-5

It was moved and seconded

That the motion to consider third reading for Richmond Zoning Bylaw 8500, Amendment Bylaw 9796 be tabled.

CARRIED



**Regular Council meeting for Public Hearings
Monday, January 21, 2019**

In response to questions from Council, Aleksandar Kos, Core Concept Consulting Ltd., representing the Applicant, commented that the design for the houses has not yet been initiated. Mr. Kos further noted that the Applicant will cooperate with staff regarding the recommendations for secondary suite size however the footprint of the house is still unknown.

Mr. Craig, in further response from Council's queries advised that the minimum size for secondary suites in a single family home is 355 square feet.

The motion to consider third reading for Richmond Zoning Bylaw 8500, Amendment Bylaw 9796 was then lifted from the table and as a result of the discussion, the following **amendment motion** to the rezoning considerations was introduced:

PH19/1-6

It was moved and seconded

That 50% of the secondary suites be required at the maximum square footage allowable for the lot.

The question on the amendment motion was not called as discussion took place on imposing maximum size criteria for secondary suites for the proposed application.

The question on the amendment motion was called and it was **DEFEATED** with Mayor Brodie and Cllrs. Au, Loo, McNulty, McPhail, and Steves opposed.

The question on the main motion for third reading of Richmond Zoning Bylaw 8500, Amendment Bylaw 9796 was then called and it was **CARRIED** with Cllrs. Day, Greene, and Wolfe opposed.

**2. RICHMOND ZONING BYLAW 8500, AMENDMENT BYLAW 9948
(ZT 18-818765)**

(Location: 13100 Smallwood Place; Applicant: Christopher Bozyk Architects)

Applicant's Comments:

The applicant was available to respond to queries

Written Submissions:

None.

Submissions from the floor:

None.



**Regular Council meeting for Public Hearings
Monday, January 21, 2019**

PH19/1-7

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9948 be given second and third readings.

The question on the motion was not called as, in response to queries from Council, Mr. Craig advised that should this application proceed, a development permit would be required and through that process staff could work with the applicant on the requirement for permanent irrigation for onsite landscaping. Discussion then took place on the building height and requested variances.

The question on the motion was then called and it was **CARRIED** with Cllr. Wolfe opposed.

**3. RICHMOND ZONING BYLAW 8500, AMENDMENT BYLAW 9954
(RZ 18-829101)**

(Location: 11111/11113 Seafield Crescent; Applicant: Maryem Ahbib)

Applicant's Comments:

The applicant was available to respond to queries.

Written Submissions:

None.

Submissions from the floor:

None.

PH19/1-8

It was moved and seconded

That the revised rezoning considerations for the application (RZ 18-829101) as described in the staff memorandum dated January 17, 2019 from the Director, Development, be approved.

CARRIED

PH19/1-9

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9954 be given second and third readings.

CARRIED



**Regular Council meeting for Public Hearings
Monday, January 21, 2019**

**4. RICHMOND ZONING BYLAW 8500, AMENDMENT BYLAW 9970
(RZ 18-800159)**

(Location: 22551 Westminster Highway; Applicant: 1137183 BC Ltd.)

Applicant's Comments:

The applicant was available to respond to queries.

Written Submissions:

- (a) Nasreen Alarakhia (Schedule 1)

Submissions from the floor:

Tracy Lo, 22571 Westminster Highway, expressed concern with regards to the access way and shared driveway, requesting that another exit be included in the new development or that a space be created behind the complex at 22571 Westminster Highway for an exit to the road for safety purposes.

Mr. Craig, in response to questions from Council, advised that a traffic review was conducted by the Transportation Department and single access was determined to be sufficient.

In response to queries from Council, Ms. Lo commented that she was made aware of the other potential developments in the area prior to purchasing her property; however parking has become an issue for residents in her complex. She further expressed concern in regards to the impact an additional development would have on traffic congestion and parking, noting that another exit way could mitigate congestion. Ms. Lo also spoke to a request made to the City regarding upgrading the crosswalk at Westminster Highway to a lighted pedestrian controlled signal.

In response to questions from Council, Mr. Craig advised that (i) the Ministry of Transportation and Infrastructure would need to be consulted for additional access to be granted into the area and that the land is a combination of Provincial Westminster Highway right of way and City land, (ii) driveway access into the proposed development would be sufficient to allow space for a fire truck to access the current and proposed development, and (iii) staff can investigate upgrading the crosswalk at Westminster highway to a pedestrian activated signal.



**Regular Council meeting for Public Hearings
Monday, January 21, 2019**

Terrence Liew, 22571 Westminster Highway and strata council member, expressed concern regarding the impact on the proposed development to traffic congestion and parking and remarked that creating an additional access point to the property could be beneficial. Mr. Liew further commented that reducing the number of units in the proposed development could allow more space for parking.

In response to questions from Council, Mr. Liew remarked that parking has been an ongoing issue in their area, noting that the strata is reluctant to place restrictions on parking and take enforcement action and that parking in their complex is tandem parking.

Raman Kooner, representing the applicant, spoke to the meeting held with the strata council for the neighbouring development, noting that trees were discussed and it was recommended that the strata contact the City in regards to tree issues and the creation of a driveway through. Mr. Kooner further commented that in his experience, tandem parking in complexes generally works with no parking issues provided that the tandem parking spaces are used to park vehicles. He also remarked that parking enforcement by the strata council generally resolves any parking issues.

In response to queries from Council, Mr. Kooner advised that there is a covenant on title that does not allow habitable space in garages and noted the applicant is willing to continue working with the neighbouring property on any issues.

PH19/1-10

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9970 be given second and third readings.

The question on the motion was not called as the following **referral motion** was introduced:



**Regular Council meeting for Public Hearings
Monday, January 21, 2019**

PH19/1-11

It was moved and seconded

That the Application by 1137183 BC Ltd. to rezone the subject property from the "Single Detached (RS1/F)" zone to the "Town Houses (ZT11) – Hamilton" zone, be referred back to staff.

DEFEATED

Opposed: Mayor Brodie
Cllrs. Au
Loo
McNulty
McPhail
Steves

The question on the main motion was then called and it was **CARRIED** with Cllrs. Au, Day, Greene, and Wolfe opposed.

In accordance with Section 100 of the Community Charter, Councillor Linda McPhail declared a conflict of interest as her husband is part of the ownership group with the applicant and left the meeting – 8:19 p.m.

5. RICHMOND BYLAW 8500, AMENDMENT BYLAW 9977 (ZT 18-841250)

(Location: 6260 Graybar Road; Applicant: Farrell Estates Ltd.)

Applicant's Comments:

The applicant was available to respond to queries.

Written Submissions:

None

Submissions from the floor:

None.

PH19/1-12

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9977 be given second and third readings.

CARRIED



**Regular Council meeting for Public Hearings
Monday, January 21, 2019**

ADJOURNMENT

PH19/1-13

It was moved and seconded
That the meeting adjourn (8:20 p.m.).

CARRIED

Certified a true and correct copy of the
Minutes of the Regular meeting for Public
Hearings of the City of Richmond held on
Monday, January 21, 2019.

Mayor (Malcolm D. Brodie)

Corporate Officer (David Weber)



Special Finance Committee

Date: Monday, January 14, 2019

Place: Anderson Room
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair
Councillor Chak Au
Councillor Carol Day
Councillor Kelly Greene
Councillor Alexa Loo
Councillor Bill McNulty
Councillor Linda McPhail
Councillor Harold Steves
Councillor Michael Wolfe

Call to Order: The Chair called the meeting to order at 5:02 p.m.

MINUTES

It was moved and seconded
That the minutes of the meeting of the Finance Committee held on January 9, 2019, be adopted as circulated.

CARRIED

RICHMOND PUBLIC LIBRARY

1. **2019 OPERATING AND CAPITAL BUDGETS FOR RICHMOND PUBLIC LIBRARY**

(File Ref. No.) (REDMS No. 6087962)

In reply to queries from Committee, Susan Walters, Chief Librarian, Richmond Public Library, provided the following information:

- the Ministry of Tourism, Arts and Culture alternates the use of census population values for Richmond and figures provided by BC Statistics when calculating grant funding;

Special Finance Committee

Monday, January 14, 2019

- eBooks and eAudiobooks are more costly than print material; however the Library continues to see a substantial increase in the use of digital material;
- digital materials are valuable to all user groups, particularly to older adults who can increase the font size of eBooks or simply listen to an eAudiobook; and
- the Richmond Public Library, along with other public libraries across Canada, is part of a campaign to lobby large publishers to make best-selling titles available to Canadian public libraries.

Councillor Steves left the meeting (5:12 p.m.)

It was moved and seconded

That the 2019 Richmond Public Library Operating and Capital budgets as presented in this report dated January 10, 2019 from the Chief Librarian and Secretary to the Board be approved with a same level of service municipal contribution of \$9,710,500, representing a 3.90% increase.

CARRIED

FINANCE AND CORPORATE SERVICES DIVISION

2. **2019 CAPITAL BUDGET**

(File Ref. No. 03-0985-01) (REDMS No. 5957086 v. 4)

Andrew Nazareth, General Manager, Finance and Corporate Services, accompanied by Jerry Chong, Director, Finance, advised that the proposed 2019 Capital budget meets Council's goals and objectives and presents a total of 128 capital projects.

Councillor Steves returned to the meeting (5:17 p.m.)

In reply to queries from Committee, various staff provided information regarding the proposed 2019 Capital budget:

- the installation of video cameras at intersections is under review with the Office of the Information and Privacy Commissioner for BC;
- staff do not believe that the condition of the roof at South Arm Community Hall will be problematic;
- the heat pump at the Community Safety building is not recommended at this time due to its position following the use of the established ranking criteria;

Special Finance Committee

Monday, January 14, 2019

- the city-assist amount for parkland acquisition is the minimum amount (approximately 1%) the City can put toward the acquisition of land for park in accordance with regulations; the majority of the funds for park land acquisition are funded from Development Cost Charges, which are paid by developers;
- should the City be unsuccessful in receiving external grant funding from TransLink and ICBC, the projects listed for the Garden City Road Pedestrian and Cyclist Enhancements along Westminster Highway to Lansdowne Road (submission ID 6448) would not proceed;
- the inclusion of upgrades and repairs to City Hall (submission ID 6369) are proactive in nature;
- staff will work with consultants on the Parks Advance Planning and Design given the scope of work and technical nature of some reports (submission ID 353);
- costs for the Affordable Housing 2019 Operating Initiatives (submission ID 6383) can be attributed to costs of staffing to support short term actions identified in Council-approved strategies;
- the Budget Planning and Monitoring Solution (submission ID 6359) will go through the procurement process to solicit competitive bids;
- staffing costs for the Contract Life Cycle Management (submission ID 6355) are not ongoing and therefore not part of the Operating budget;
- the operating costs for Digital Radio Hardware and Licensing (submission ID 6524) can be attributed to radio licencing costs;
- the City must charge interest when borrowing from reserves in accordance with the *Community Charter*; and
- if a reserve fund does not have adequate funds to pay for a project, another reserve fund may be utilized in an effort to benefit from an opportunity.

Discussion ensued and Committee provided the following comments on the proposed 2019 Capital budget:

- the Steveston Community Centre and Branch Library costs are escalating;
- there is an outstanding referral on Garry Point and therefore, the Garry Point Waterfront Floating Dock construction (submission ID 6070) should be first considered by the Parks, Recreation and Cultural Services Committee prior to its submission to the Capital program;

Special Finance Committee

Monday, January 14, 2019

- the mound at Terra Nova Rural Park is a result of excavating soil to examine the potential to include spawning chum salmon at the pond; the soil from the mound should be placed back if the inclusion of salmon is no longer being considered;
- the consideration of older adults should be at the forefront when the accessibility upgrade at the Japanese Canadian Cultural Centre (submission ID 6388) is being designed;
- a Steveston Highway multi-use pathway appears daunting as speeding and poor driving habits remain a concern along this stretch of road (included as part of submission ID 5457);
- additional information on the Gateway Theatre, Minoru Arena, and Minoru Place Activity Centre refurbishments (submission IDs 6366 5518, and 6394) would be valuable as the costs appear high;
- a breakdown of costs for Watermania (submission ID 6368) would be valuable as the bleachers and fitness centre flooring appear to be in good condition;
- additional information on Vehicle and Equipment Reserve Purchases (Public Works and Corporate Fleet) (submission ID 5735) is needed; in particular a speaker system for a stage is requested and it would be valuable to know whether the system is currently not functioning or whether it is being upgraded to a new system;
- safety upgrades for the Railway Greenway exclude any measures to slow cyclists down (included as part of submission ID 5459);
- funds allocated toward a walkway along the west side of No. 6 Road between Bridgeport Road and Cambie road (included as part of submission ID 5454) may be better utilized in an area of greater need and higher pedestrian traffic;
- additional information on the replacement of streetlights with LED lights would be helpful as LED lights raise concern in relation to their effects on urban wildlife and humans (submission ID 5662);
- additional information on the type of traffic signals would be valuable, particularly on the inclusion of traffic signal countdown timers where possible (submission ID 576);
- it is concerning to see that upgrades to City Hall, a relatively new building, are proposed; and
- consideration of the proposed 2019 Capital budget should be deferred until after the current Council's term goals have been established.

Discussion further ensued and it was noted that additional time was needed to effectively review the proposed 2019 Capital budget.

Special Finance Committee
Monday, January 14, 2019

As a result of the discussion, the following **referral motion** was introduced:

It was moved and seconded

That the 2019 Capital Budget as presented in the staff report titled “2019 Capital Budget” from the Director, Finance dated January 11, 2019 be referred back to staff for more information on the following:

- (a) Steveston Community Centre and Branch Library;*
- (b) Minoru Aquatic Centre Demolition (submission ID 6245);*
- (c) Garry Point Waterfront Floating Dock Construction (submission ID 6070);*
- (d) Terra Nova Rural Park Viewpoint Seating Area (submission ID 6371);*
- (e) Steveston Highway Multi-Use Pathway, Shell Road to Mortfield Gate (submission ID 6451);*
- (f) Gateway Theatre Infrastructure Replacements Phase 2 (submission ID 6366);*
- (g) Minoru Arena System Renewals (submission ID 5518);*
- (h) Minoru Place Activity Centre Program – Implementation (submission ID 6394);*
- (i) Watermania Aging Mechanical and Building Envelope Infrastructure Replacement Phase 2 (submission ID 6368)*
- (j) Vehicle and Equipment Reserve Purchases (Public Works and Corporate Fleet) (submission ID 5735);*
- (k) Arterial Roadway Improvement Program (submission ID 5459);*
- (l) Neighbourhood Walkway Program (submission ID 5454);*
- (m) Streetlight LED Upgrade Program (submission ID 5662);*
- (n) Traffic Signal Program (submission ID 576);*
- (o) City Hall Upgrades and Repairs (submission ID 6369);*
- (p) Parks Advance Planning and Design (submission ID 353);*
- (q) Budget Planning and Monitoring Solution (submission ID 6359);*
- (r) Contract Life Cycle Management (submission ID 6355); and*
- (s) Roofing and Infrastructure Replacements (submission ID 5519).*

CARRIED

Special Finance Committee

Monday, January 14, 2019

The Chair stated that the order of the agenda would be varied to consider Item No. 4 – 2019 One-Time Expenditures next as it relates to the Capital budget.

4. **2019 ONE-TIME EXPENDITURES**

(File Ref. No. 03-0985-01) (REDMS No. 5962023 v. 23)

Discussion took place and the following comments from Committee were noted:

- additional information and explanation as to why the Steveston Museum Exhibit Update and the Collections Assessment and Artefact Storage Planning are not recommended for one-time expenditures would be helpful;
- the need for a Shipyard Operations Supervisor position is questionable;
- updates to the Steveston Museum exhibit should be done in-house as part of staff work plans;
- needs assessments are carried out regularly and therefore, funding for another one may not be prudent; and
- additional time to review the proposed 2019 one-time expenditures is needed.

In reply to queries from Committee, staff advised that (i) due to a loss of sponsorship and decrease in provincial gaming funds, staff are requesting a one-time expenditure to continue the Art Gallery school art program, (ii) the request for funds towards sanding, salting and snow removal is to replenish the Rate Stabilization account, which was utilized last year for operational response to deliver maximum service levels, (iii) the Cultural Centre Precinct Study is to examine how the Cultural Centre will fit into the greater context of the area in light of the construction of the Minoru Centre for Active Living.

As a result of the discussion, the following **referral motion** was introduced:

It was moved and seconded

That the staff report titled “2019 One-Time Expenditures” from the Director, Finance, dated January 2, 2019, be referred back to staff for additional information on all items.

CARRIED

3. **2019 PROPOSED OPERATING BUDGET**

(File Ref. No. 03-0985-01) (REDMS No. 5961004 v. 8)

Mr. Nazareth provided background information, highlighting that the proposed Operating budget meets Council’s goals and objectives.

The Chair noted that the referral on the Capital budget necessitates a referral on the proposed 2019 Operating budget.

6.

Special Finance Committee

Monday, January 14, 2019

In reply to a query, Mr. Nazareth reviewed the figures listed in Table 13 – Proposed Rate Stabilization Utilization as presented in the staff report titled “2019 Proposed Operating Budget” from the Director, Finance dated January 3, 2019.

Discussion took place on the proposed options for the 2019 Operating budget and the Chair remarked that when staff report back, each element as laid out in the recommendation will be considered individually, and therefore Council will build the final budget.

It was moved and seconded

That 36 additional firefighters with 12 in 2019, 12 in 2020, 12 in 2021 and zero in 2022 be approved.

CARRIED

Opposed: Cllr. Wolfe

The Chair directed staff to provide Council with updated figures and related financial impact as a result of the additions to Richmond Fire-Rescue and RCMP personnel.

It was moved and seconded

That 51 RCMP officers and 20 municipal employees over three years (2019, 2020, 2021) with 19 RCMP officers designated for 2019 be approved.

CARRIED

It was moved and seconded

That the “2019 Proposed Operating Budget” from the Director, Finance dated January 3, 2019, be referred back to staff.

CARRIED

Discussion took place on the timeline for reporting back and the Chair directed staff to provide the Finance Committee agenda and materials a week prior to the reports’ consideration at the February 4, 2019 Finance Committee meeting.

4. **2019 ONE-TIME EXPENDITURES**

(File Ref. No. 03-0985-01) (REDMS No. 5962023 v.23)

Please see Page 6 for action on this matter.

Special Finance Committee
Monday, January 14, 2019

5. **CONSOLIDATED 5 YEAR FINANCIAL PLAN (2019-2023) BYLAW
NO. 9979**

(File Ref. No. 12-8060-20-009979) (REDMS No. 6051665 v. 9)

This matter was not considered.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (6:33 p.m.).

CARRIED

Certified a true and correct copy of the
Minutes of the Special meeting of the
Finance Committee of the Council of the
City of Richmond held on Monday,
January 14, 2019.

Mayor Malcolm D. Brodie
Chair

Hanieh Berg
Legislative Services Coordinator



Community Safety Committee

Date: Tuesday, January 15, 2019

Place: Anderson Room
Richmond City Hall

Present: Councillor Bill McNulty, Chair
Councillor Alexa Loo
Councillor Kelly Greene
Councillor Carol Day
Councillor Harold Steves (entered at 4:04 p.m.)
Mayor Malcolm Brodie (entered at 5:03 p.m.)

Also Present: Councillor Chak Au
Councillor Linda McPhail
Councillor Michael Wolfe (entered at 4:15 p.m.)

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 Community Safety Committee held on December 11, 2018, be adopted.

CARRIED

NEXT COMMITTEE MEETING DATE

February 12, 2019, (tentative date) at 4:00 p.m. in the Anderson Room

Community Safety Committee

Tuesday, January 15, 2019

DELEGATION

1. Ken Frail, Richmond resident, read from his submission (attached to and forming part of these Minutes as Schedule 1) and spoke of the potential establishment of a Richmond police canine unit to provide 24/7 canine response as he believes the Integrated Police Canine Unit is not meeting the needs of the City.

Councillor Steves entered the meeting (4:04 p.m.).

In response to queries from Committee, Mr. Frail advised that he believes that there are a number of crimes that can benefit from a canine unit, and that Richmond's geography as an island, would lend itself well to capturing criminals.

Councillor Wolfe entered the meeting (4:15 p.m.).

In reply to queries from Committee, Superintendent Will Ng, Officer in Charge, Richmond RCMP, advised that there are some service gaps associated with an integrated canine unit. He remarked that discussions have taken place with regard to tracking the Canine Units' time in Richmond and as result a full-time dog has been dedicated to Richmond, Delta and UBC.

Committee directed staff to provide more information regarding Canine Units, in particular statistics on usage of the dogs and response times, cost of having a Canine Unit in Richmond, and the potential of reducing the area of the shared unit.

COMMUNITY SAFETY DIVISION

2. **COMMUNITY BYLAWS MONTHLY ACTIVITY REPORT - NOVEMBER 2018**

(File Ref. No. 12-8060-01) (REDMS No. 6036431)

In reply to queries from Committee, Carli Williams, Manager, Community Bylaws and Licencing, advised that there are a number of factors that contribute to the large number of open soil bylaw files.

Cecilia Achiam, General Manager, Community Safety, noted that there is an outstanding referral to examine the Soil Removal and Fill Deposit Regulation and staff will be exploring options to strengthen the Bylaw and bring it forward for Council's consideration.

Community Safety Committee
Tuesday, January 15, 2019

In reply to further queries from Committee, Ms. Williams noted that (i) violation tickets are not always issued following receipt of complaints as when Property Use Officers arrive at a location, often contraventions are not found, and (ii) a petition was registered in Court related to the City's action with 11111 Bird Road, also the homeowners were given a timeline to bring the property into compliance.

It was moved and seconded

That the staff report titled "Community Bylaws Monthly Activity Report - November 2018", dated December 14, 2018, from the General Manager, Community Safety, be received for information.

CARRIED

3. RICHMOND FIRE-RESCUE MONTHLY ACTIVITY REPORT – NOVEMBER 2018

(File Ref. No. 09-5000-01) (REDMS No. 6050515)

In reply to queries from Committee, Fire Chief Tim Wilkinson, Richmond Fire-Rescue, advised that there is concern throughout the Greater Vancouver Fire Chiefs Association with regard to BC Emergency Health Services' (BCEHS) new Clinical Response Model; however he noted that BCEHS is regularly invited to make presentations on new protocol changes. He noted that BCEHS is very informative with regard to their outreach; however feedback options are very limited, if any. Chief Wilkinson then stated that there are some changes to the current Clinical Response Model that may result in the return of some emergency response calls to RFR.

In reply to further queries from Committee, Chief Wilkinson stated that (i) the need for BC Ambulance Services (BCAS) to attend medical calls is directly correlated with the level of skill and ability of RFR personnel, and (ii) RFR and BCAS utilize different record databases and therefore it is challenging to determine whether medical responses have improved since the implementation of the revised Clinical Response Model.

Discussion took place on the potential to correspond with the Province with regard to the current Clinical Response Model. It was noted that additional information regarding response times, patient outcome, and so forth would be valuable and it would provide insight as to whether the first responder needs of Richmond residents are being met.

As a result of the discussion, the following **referral motion** was introduced:

It was moved and seconded

That staff gather information, including statistics, regarding the current Clinical Response Model and report back.

CARRIED

Community Safety Committee
Tuesday, January 15, 2019

It was moved and seconded

That the staff report titled “Richmond Fire-Rescue Monthly Activity Report – November 2018”, dated December 14, 2018, from the Fire Chief, Richmond Fire-Rescue, be received for information.

CARRIED

4. **FIRE CHIEF BRIEFING**
(Verbal Report)

Items for discussion:

(i) Fire Prevention Officer Recruitment

Chief Wilkinson advised that RFR is seeking a Fire Prevention Officer and over 100 applications have been submitted. He highlighted that part of a Fire Prevention Officer’s role is to educate the public on fire prevention activities in an effort to reduce and prevent the number of fires.

(ii) New Firefighter Recruits

Chief Wilkinson highlighted that five new fire fighter recruits have started training at Cambie Fire Hall. He noted that once they complete the 7-week initial orientation and undergo one year of training, they will be commence their regular fire fighter duties.

(iii) Playbook Training

Chief Wilkinson advised that there have been some changes in the *Fire Services Act* with regard to amount of training and type of training required of fire fighters, therefore RFR has created a training package to accommodate those changes. He noted that firefighters will be engaging in training sessions to ensure their skills are compliant with the *Fire Services Act* over a three month period.

(iv) Fire Service Recognition Ceremony

Chief Wilkinson highlighted that the Fire Service Recognition Ceremony will take place on January 26, 2019 from 11:00 am to 1:00 pm at Brighthouse Fire Hall. He advised that they will be giving honours around Provincial Long Service Recognition medals and Federal Exemplary Service Medals as well as recognizing recently promoted officers and newly graduated recruits.

(v) Annual Christmas Tree Chip Update

Chief Wilkinson highlighted that approximately \$5,600 was raised and will be allocated to various charities. Also, he noted that the tree chips will be utilized throughout the City’s parks and trail systems.

Community Safety Committee

Tuesday, January 15, 2019

5. **RCMP MONTHLY ACTIVITY REPORT – NOVEMBER 2018**

(File Ref. No.09-5000-01) (REDMS No. 6032032 v. 2)

Superintendent Ng reviewed November 2018 activities and provided the following information:

- 44 assaults were reported; however none pose a risk to public safety;
- RCMP are investigating five prolific offenders;
- an individual was recently arrested for ten counts of break and enters;
- a new Richmond Mobile Enforcement Team has been created, whereby officers are proactively patrolling for criminals;
- the RCMP are looking at incorporating a greater presence at Canada Line platforms in an effort to discourage the use of transit as a means to flee police;
- General Duty Officers have been conducting road blocks at various gateways to the City, which reminds people of police presence in the evenings;
- volunteers have been liaising with Block Watch to recruit more Block Captains particularly in areas most impacted by break and enters;
- as part of their Education Campaign, the RCMP will be informing the community of any crime trends occurring through social media; and
- police dogs have been actively patrolling Richmond hotspots and are being accountable for their time.

In reply to queries from Committee, Superintendent Ng remarked that the RCMP are examining ways to track and measure their successes to show the community the reduction in crime and effectiveness with mental health and homelessness. He noted that there have been some vehicle break and enters at the River Rock Casino parking lot and have been advised to increase their patrols and the RCMP are exploring ways to support them.

In reply to further queries from Committee, Superintendent Ng advised that a Youth Squad has been established and students in grades 11 and 12 can apply to this program. He noted that the RCMP have a strong presence in all the schools in Richmond, including faith-based schools, and the D.A.R.E. program allows the RCMP to ensure that children are aware that the police are approachable and dependable and there to help. Also, Superintendent Ng remarked that there has not been an overwhelming issue with regard to cannabis use violations since its legalization.

Mayor Brodie entered the meeting (5:03 p.m.).

Community Safety Committee
Tuesday, January 15, 2019

Superintendent Ng advised that the RCMP have many student volunteers, many of which have gone on to become regular members. He noted that in Edmonton, the RCMP conduct exercise activities in the mornings and invite members of the community that are interested in law enforcement to join to interact with them and get to know them. He then noted that staff can examine the requirements for the Real Estate Board with regard to informing the RCMP of illegal activities taking place in homes and that the RCMP are putting together an educational video to help the community identify illegal activities taking place in their neighbourhoods.

It was moved and seconded

That the report titled "RCMP Monthly Activity Report – November 2018", dated December 11, 2018, from the Officer in Charge, Richmond RCMP Detachment, be received for information.

CARRIED

6. RCMP/OIC BRIEFING

(Verbal Report)

Item for discussion:

None.

7. COMMITTEE STANDING ITEM

E-Comm

None.

8. MANAGER'S REPORT

None.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (5:12 p.m.).

CARRIED

Community Safety Committee
Tuesday, January 15, 2019

Certified a true and correct copy of the Minutes of the meeting of the Community Safety Committee of the Council of the City of Richmond held on Tuesday, January 15, 2019.

Councillor Bill McNulty
Chair

Sarah Goddard
Recording Secretary

Presentation to the Community Safety Committee
January 15, 2019

Integrated Police Canine Unit not Meeting Needs of Richmond

Ken Frail

I want you to go back to your childhood and imagine playing hide and go seek in the dark. If you are "IT" you count to 20 and yell "ready or not here I come" and then go out and search for the other players. The other players are trying to get past you to home base where they are "safe". When playing this game participants agree to remain in a defined area. If you tag them they become "IT".

Hide and seek from a law enforcement point of view.

- This game starts without warning.
- Begins with a crime being reported, language issues, excitement, confusion,
- Delays with suspect identity, description, direction of travel, weapon,
- Full circumstances not immediately known, time delay benefits suspect.

SOP -Standard Operating Procedure response to Code 3 Crime.
Response/Containment

Crimes against persons, Break and Enter found committing, evidence location major incidents, sexual assault, stolen vehicles dumped, vehicle pursuits, Impaired investigations, hit and run, home invasions, ERT.

Canine Unit Response – Equalizer - Hunters

- Time
- Distance
- Emergency Vehicle Operation
- Risk to Public
- Risk to Member
- Liability
- Span of Control – Area Knowledge?
- Character of Dog Masters

Factors – Wind, Vehicle Traffic, Vehicle Exhaust, Rain, Dew, Crowds, Fog, Time,
Adequate Containment, Tunnel Traffic,

Span of control/response. Within 15 minutes in an urban setting, distance.

Current State: Richmond shares our Canine Unit as part of an Integrated Canine Unit. This amounts to the availability of a Police Canine Unit part time.

This arrangement creates significant delays getting the K9 unit to the scene of an incident. This also requires that the officers involved in the containment effort are delayed before returning to service.

Advantage goes to the suspect. We are on an island with traffic congestion, bridges.

There is no rationale for sharing an essential asset with another (distant) municipality when we require that it be on hand 24/7.

Example: High altitude fire rescue. Would we share a ladder truck with distant municipalities?

Examples – 1 Blockwatch. 13 breakins in 14 days. Community meeting City Hall.
2 Break-In Anger's House – 40 minute delay

What a Dog Master does:

- Monitors several radio channels, full on operational, hunting,
- Covers Patrol members, traffic stops, disturbances...
- Prowls hot spots, drug houses,
- In a pursuit become the "primary"
- Track subjects, have first contact with, arrest subjects,
- Provide expert evidence in court.
- Assist with Warrant execution, Searches, ERT, Major Incidents, Evidence.
- As senior members provide leadership and feedback to patrol members (often all of this while responding Code 3).

Richmond RCMP Officer Quotes:

"We only have a dog unit here for a couple of hours a day."

"We don't have a dog unit when we need it".

"If we miss a Break and Enter suspect by a minute we have lost".

Ask For: **Council to establish a Policing Standard for Richmond.**

"Establish a Richmond Police Canine Unit for the City of Richmond to provide Canine response 24/7."

Benefits

- Essential to Crime Reduction/Chronic Offenders/Early detection/Prevention
- Higher success rate in suspect apprehension
- K9 Evidence stands up in court
- Reduce risk to safety, officer, community, liability
- Deterrence to Crime

- Benefit of Dog Master (Operational Patrol Experience) “on scene” at major incidents
- Canine Units are on operational duty their entire shift. (Hunt).
- Canine Units monitor and cover other operational officers, vehicle stops, disturbances, warrant executions etc,
- Canine unit to assist in Emergency Operations/Disaster Incidents
- School liaison/Public Relations/Recruiting

Effectiveness - No substitute for a trained Police Dog and Dog Master. Essential asset for Operational Effectiveness. Apprehensions not misses. Closed files not open files.

Efficiency – Early identification of Prolific Offenders, Subjects in Major Investigations, Prevention.

Risk – Risk to Police Officer, Risk to Public due to response...Risk increases with distance and speed travelled Code 3.

Economy – Costs yes. Cost of prevention? Many examples – early detection (recidivists), Cost (major cases) vs long elaborate investigations.

Call to Action

“That City Council withdraw from the Integrated Canine Unit and establish a full time Police Canine Unit specifically for the City of Richmond 24/7.

“That the Richmond Police Canine Unit be fully funded, not from the existing RCMP Contract, but in addition to the current cost of police service.

Ken Frail,

B.A., M.B.A. Managerial Leadership

Retired Inspector, Vancouver Police Department (31 years)

Police Academy Instructor – Investigation and Patrol

Sgt. i/c Audit Unit – Instructor Canadian Police College in Comprehensive Audit

Richmond Blockwatch Captain

Richmond Resident (42 years)



General Purposes Committee

Date: Monday, January 21, 2019

Place: Anderson Room
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair
Councillor Chak Au
Councillor Carol Day
Councillor Kelly Greene
Councillor Alexa Loo
Councillor Bill McNulty
Councillor Linda McPhail
Councillor Harold Steves
Councillor Michael Wolfe

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
January 9, 2019, be adopted as circulated.*

CARRIED

General Purposes Committee
Monday, January 21, 2019

COMMUNITY SERVICES DIVISION

**1. INVESTING IN CANADA INFRASTRUCTURE PROGRAM
COMMUNITY, CULTURE AND RECREATION STREAM**

(File Ref. No. 06-2052-25-SCCR1) (REDMS No. 6067220 v. 13)

In reply to queries from Committee, Elizabeth Ayers, Director, Recreation and Sport Services, advised that (i) the proposed grant is limited to recreation uses only and therefore, child care is excluded from eligibility, (ii) the Steveston Community Centre and Branch Library replacement project best fits the criteria for the grant as a multipurpose and multidisciplinary community hub, and (iii) letters of support from stakeholders like the Steveston Community Society and Steveston Community Centre Concept Design Building Committee will be included with the grant application.

It was moved and seconded

- (1) *That the submission to the Investing in Canada Infrastructure Program Community, Culture and Recreation Stream requesting funding of up to \$10 million for the Steveston Community Centre and Branch Library replacement project, as outlined in the report titled, "Investing in Canada Infrastructure Program Community, Culture and Recreation Stream," dated January 7, 2019, from the Director, Recreation and Sport Services, be endorsed;*
- (2) *That the Chief Administrative Officer and General Manager, Community Services be authorized to enter into funding agreements with the government for the aforementioned project should it be approved for funding, as outlined in the report titled, "Investing in Canada Infrastructure Program Community, Culture and Recreation Stream," dated January 7, 2019, from the Director, Recreation and Sport Services; and*
- (3) *That the Consolidated 5-Year Financial Plan (2019-2023) be amended accordingly should the aforementioned project be approved for funding as outlined in the report titled, "Investing in Canada Infrastructure Program Community, Culture and Recreation Stream," dated January 7, 2019, from the Director, Recreation and Sport Services.*

CARRIED

General Purposes Committee

Monday, January 21, 2019

2. ANIMAL SHELTER GUIDING PRINCIPLES, PROGRAM OPTIONS AND SITE

(File Ref. No.) (REDMS No. 5868777 v. 60)

Kirsten Close, Coordinator, Community Services Major Project, reviewed the three options proposed for the animal shelter and the following information was highlighted:

- Option 1 is a 3,700 square foot facility, is achievable within the Council-approved budget of \$8 million, and meets the average demands of the shelter;
- Option 2 is a 7,300 square foot facility, increases the animal capacity of the shelter to effectively address peak volumes of cats and dogs seen in the spring and summer months, provides space for small animals as well as farm animals, and includes a safe and secure drop-off area for after-hours intake; and
- Option 3 is an 8,000 square foot facility that builds on Option 2 and adds a multipurpose room, an adoption room, and a volunteer office.

Discussion took place and the following Committee comments were noted:

- a new animal shelter should meet the needs of the community now and into the future, and in particular the size of a new building should be equivalent if not larger than the existing building;
- renovating the existing animal shelter should be examined;
- a two-storey building would provide additional square footage on a limited lot size;
- additional spaces could be built into the proposed new animal shelter but not finished; phases of the proposed new building could then be finalized for occupancy as the need arises;
- the size difference between Options 2 and 3 is minimal however the cost between the two options are significant;
- multipurpose space and rooms for adoption activities and volunteers is important for programming purposes;
- funds from another Capital project could be re-allocated to offset any cost increase to the Council-approved budget of \$8 million for the proposed new animal shelter;
- space for wildlife, educational programs, and outdoor play is important;
- it would be valuable to hear from stakeholders in a formal capacity;
- additional information on the proposed estimates would be helpful; and

General Purposes Committee
Monday, January 21, 2019

- animal shelter operations should not be affected should a renovation to the existing building take place.

As a result of the discussion, the following **referral motion** was introduced:

It was moved and seconded

That the staff report titled “Animal Shelter Guiding Principles, Program Options and Site” dated December 11, 2018, from the Director, Recreation Services and the Senior Manager, Capital Buildings Project Development, be referred to staff and report back within 60 days on the following:

- (1) how to maximize the Council-approved \$8 million budget;*
- (2) the potential phasing of the building;*
- (3) the potential re-use of portions or all of the existing animal shelter building;*
- (4) additional information on the overall space needs;*
- (5) the potential needs and opportunities for an educational program;*
- (6) stakeholder and public input, which is to be provided to Council; and*
- (7) if there were to be an increase to the \$8 million budget, what would be the impacts to the Capital and Operating budgets.*

CARRIED

ENGINEERING AND PUBLIC WORKS DIVISION

3. **CITY CENTRE DISTRICT ENERGY UTILITY BYLAW NO. 9895, AMENDMENT BYLAW NO. 9947**

(File Ref. No. 12-8060-20-009947) (REDMS No. 59924863 v. 7; 5992897)

It was moved and seconded

That the City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 9947 presented in the “City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 9947” report dated December 20, 2018, from Director, Engineering be introduced and given first, second, and third readings.

CARRIED

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:42 p.m.).

CARRIED

General Purposes Committee
Monday, January 21, 2019

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 Monday, January 21, 2019.

Mayor Malcolm D. Brodie
Chair

Hanieh Berg
Legislative Services Coordinator



Planning Committee

Date: Tuesday, January 22, 2019

Place: Anderson Room
Richmond City Hall

Present: Councillor Linda McPhail, Chair
Councillor Bill McNulty
Councillor Carol Day
Councillor Alexa Loo
Councillor Harold Steves

Also Present: Councillor Michael Wolfe

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

AGENDA ADDITION

It was moved and seconded

That Richmond Community Services Advisory Committee (RCSAC) 2018 Annual Report And 2019 Work Plan be considered as Item No. 2A and that RCSAC – Non Profit Space Needs Survey and Report be added to the agenda as Item No. 2B.

CARRIED

MINUTES

It was moved and seconded

That the minutes of the meeting of the Planning Committee held on January 10, 2019, be adopted as circulated.

CARRIED

COMMUNITY SERVICES DIVISION

1. **HOUSING AGREEMENT BYLAW NO. 9959 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 6560, 6600, 6640 AND 6700 NO. 3 ROAD (BENE RICHMOND DEVELOPMENT LTD.)**

(File Ref. No. 08-4057-05; 12-8060-20-009959) (REDMS No. 6016667 v. 2; 6016383 v. 2)

In reply to queries from Committee regarding the proposed unit mix, staff noted that the proposed affordable housing contribution is consistent with the City's Affordable Housing Strategy.

It was moved and seconded

That Housing Agreement (6560, 6600, 6640 and 6700 No. 3 Road) Bylaw No. 9959 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application RZ 15-694855.

CARRIED

- 2A. **RICHMOND COMMUNITY SERVICES ADVISORY COMMITTEE (RCSAC) 2018 ANNUAL REPORT AND 2019 WORK PLAN**

(File Ref. No. 07-3000-01) (REDMS No. 6041373 v. 2; 6061385; 6061576; 6061926; 5276844)

In reply to queries from Committee, Kim Somerville, Manager, Community Social Development, noted that staff can provide a memorandum to update Council on the Community Action Team stakeholder group that was assembled to address the opioid overdose crisis.

It was moved and seconded

That the staff report titled "Richmond Community Services Advisory Committee (RCSAC) 2018 Annual Report and 2019 Work Plan," dated January 2, 2019, from the Manager, Community Social Development, be approved.

CARRIED

- 2B. **RCSAC – NON-PROFIT SPACE NEEDS SURVEY AND REPORT**

(File Ref. No.) (REDMS No. 6050296)

Janice Barr and Lonnie Belfer, representing the RCSAC, reviewed the Non-Profit Space Needs Survey and Report and spoke on the impact of rapid development on the availability of space for non-profit organizations (NPOs) in the city centre area. She noted that NPOs in the city centre area are challenged by low vacancy rates, high rental costs and redevelopment of existing sites.

Planning Committee

Tuesday, January 22, 2019

Ms. Barr commented on potential action that the City can take to address to space needs for NPOs and suggested the following:

- that the City develop a strategy to assist NPOs secure sustainable, affordable and centrally-located space, with concrete options and definite timelines;
- that the City develop a NPO Space Needs Working Committee that includes representatives from NPOs and dedicated City staff to develop strategies to address NPO space needs issues;
- that the City and the RCSAC consider conducting the NPO Space Needs Survey bi-annually to track trends; and
- that the RCSAC NPO Space Needs Committee present the report's findings to Council.

Discussion ensued with regard to options for shared spaces for NPOs and locating NPO spaces in areas accessible to individuals using the services.

In reply to queries from Committee, staff noted that a referral to examine options to replace or accommodate businesses, including non-profits, for properties undergoing development is underway.

It was moved and seconded

- (1) *That the Non-Profit Space Needs Survey and Report, from the Richmond Community Services Advisory Committee, dated November 8, 2018, be received for information; and*
- (2) *That the report be referred to staff for analysis and report back.*

CARRIED

PLANNING AND DEVELOPMENT DIVISION

3. **APPLICATION BY WENSLEY ARCHITECTURE LTD. FOR A ZONING TEXT AMENDMENT TO THE "INDUSTRIAL BUSINESS PARK (IB1)" ZONE TO PERMIT A DRIVE-THROUGH RESTAURANT AT 13020 DELF PLACE**

(File Ref. No. 12-8060-20-009956; ZT 18-801900) (REDMS No. 5954610; 6035880)

Steven De Sousa, Planner 1, reviewed the application, noting that (i) a Tim Horton's drive-thru restaurant is proposed to occupy the site, (ii) a traffic impact study has indicated that the current road network in the area can accommodate the anticipated traffic, (iii) frontage improvements will include development of new sidewalks and a marked crosswalk at the intersection of Jacombs Road and Delf Place, and (iv) the proposed restaurant business has agreed to participate in the City's Adopt-A-Street program for Jacombs Road.

Planning Committee
Tuesday, January 22, 2019

Discussion ensued with regard to the potential intersection improvements along Jacombs Road and Cambie Road and the proposed restaurant's potential market size in the area.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9956, for a Zoning Text Amendment to the "Industrial Business Park (IB1)" zone in order to permit "restaurant, drive-through", limited to one establishment and a maximum floor area of 300 m², at 13020 Delf Place, be introduced and given first reading.

CARRIED

4. APPLICATION BY LANDCRAFT HOMES LTD. FOR REZONING AT 4226 WILLIAMS ROAD FROM SINGLE DETACHED (RS1/E) TO ARTERIAL ROAD TWO-UNIT DWELLINGS (RDA)

(File Ref. No. 12-8060-20-009973/009975; RZ 17-768134) (REDMS No. 6040432 v. 2; 6042671; 5845266)

Edwin Lee, Planner 1, reviewed the application, noting that the proposed duplex development will have a shared driveway, two parking spaces per unit, and one visitor parking space. He added that the proposed development will be two storeys and will provide a cash-in-lieu contribution to the City's Affordable Housing Strategy fund. Also, Mr. Lee introduced the new RDA zone which is proposed for minor arterial road duplexes.

It was moved and seconded

(1) That Richmond Zoning Bylaw 8500, Amendment Bylaw 9975 to create the "Arterial Road Two-Unit Dwellings (RDA)" zone, be introduced and given first reading; and

(2) That Richmond Zoning Bylaw 8500, Amendment Bylaw 9973, for the rezoning of 4226 Williams Road from "Single Detached (RS1/E)" to "Arterial Road Two-Unit Dwellings (RDA)", be introduced and given first reading.

CARRIED

Opposed: Cllr. Day

5. APPLICATION BY LANDCRAFT HOMES LTD. FOR REZONING AT 5751 FRANCIS ROAD FROM “SINGLE DETACHED (RS1/E)” ZONE TO “ARTERIAL ROAD THREE-UNIT DWELLINGS (RTA)” ZONE

(File Ref. No. 12-8060-20-009974/009976; RZ 17-768762) (REDMS No. 6043629 v. 2; 6057070; 6036607)

Mr. Lee, reviewed the application, highlighting that the proposed triplex development will provide a cash-in-lieu contribution to the City’s Affordable Housing Strategy fund and that portions of the proposed development will be designed to be one storey. Also, Mr. Lee introduced the new RTA zone which is proposed for minor arterial road triplexes.

It was moved and seconded

- (1) That Richmond Zoning Bylaw 8500, Amendment Bylaw 9976 to create the “Arterial Road Three-Unit Dwellings (RTA)” zone, be introduced and given first reading; and*
- (2) That Richmond Zoning Bylaw 8500, Amendment Bylaw 9974, for the rezoning of 5751 Francis Road from “Single Detached (RS1/E)” zone to “Arterial Road Three-Unit Dwellings (RTA)” zone, be introduced and given first reading.*

CARRIED

6. APPLICATION BY CHRISTOPHER BOZYK ARCHITECTS LTD. FOR A ZONING TEXT AMENDMENT TO THE “VEHICLE SALES (CV)” ZONE TO ALLOW AN INCREASE IN FLOOR AREA RATIO AT 5660 PARKWOOD WAY

(File Ref. No. 12-8060-20-009981; ZT 18-818164) (REDMS No. 5855389; 6054363)

David Brownlee, Planner 2, reviewed the application noting that the proposed building will be three storeys and will be consistent with building heights in the area. He added that the proposed sustainability features will include insulated exterior glazing, LED lights, water recovery system for a carwash, electric vehicle charging stations and solar panels on the roof.

Discussion ensued with regard to (i) the proposed site access, landscape design and frontage improvements, (ii) options to increase densities in industrial sites, (iii) the efficiencies of solar power compared to hydroelectric power, and (iv) options to introduce policy on roof top solar power initiatives in new developments.

In reply to queries from Committee, staff noted that power from the solar panels will be utilized on site-and will not be fed into the electrical grid.

As a result of the discussion, staff were directed to work with the applicant in gathering data from the proposed development’s use of solar energy to inform any future solar policy and to refer this application for inclusion in the City’s Industrial Land Intensification review.

Planning Committee
Tuesday, January 22, 2019

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9981, for a Zoning Text Amendment to the "Vehicle Sales (CV)" Zone to increase the maximum permitted Floor Area Ratio (FAR) to 0.84 for the property located at 5660 Parkwood Way, be introduced and given first reading.

CARRIED

7. MANAGER'S REPORT

None.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:46 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, January 22, 2019.

Councillor Linda McPhail
Chair

Evangel Biason
Legislative Services Coordinator



Public Works and Transportation Committee

Date: Wednesday, January 23, 2019

Place: Anderson Room
Richmond City Hall

Present: Councillor Chak Au, Chair
Councillor Linda McPhail
Councillor Kelly Greene
Councillor Alexa Loo
Councillor Michael Wolfe

Also Present: Councillor Carol Day
Councillor Harold Steves

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 Public Works and Transportation Committee held on December 19, 2018, be adopted as circulated.

CARRIED

NEXT COMMITTEE MEETING DATE

February 21, 2019, (tentative date) at 4:00 p.m. in the Anderson Room

PLANNING AND DEVELOPMENT DIVISION

1. 2019/2020 BIKEBC PROGRAM SUBMISSION

(File Ref. No. 01-0150-20-THIG1) (REDMS No. 6054370 v. 2)

It was moved and seconded

(1) *That the submission for cost-sharing to the Province of BC 2019/2020 BikeBC Program for the Westminster Highway multi-use pathway, as described in the report, titled "2019/2020 BikeBC Program Submission" dated December 14, 2018, from the Director, Transportation, be endorsed;*

Public Works & Transportation Committee
Wednesday, January 23, 2019

- (2) *That, should the above application be successful, the Chief Administrative Officer and the General Manager, Planning and Development, be authorized to execute the funding agreement; and*
- (3) *That the Consolidated 5 Year Financial Plan (2019-2023) be updated accordingly.*

CARRIED

2. GEORGE MASSEY CROSSING – FINDINGS OF INDEPENDENT TECHNICAL REVIEW

(File Ref. No. 01-0150-20-THIG1) (REDMS No. 5920748 v. 7)

Discussion took place on (i) the potential impact to salmon habitats from any pier installation in the Fraser River, (ii) the potential for Port operations to expand to 24 hours per day and truck traffic through the Tunnel during peak hours be banned, (iii) alternative materials for the surface of the Tunnel's interior walls, such as ceramic tiles, and (iv) the future of light rail transit in the area and potential increase to bus service for routes along Highway 99.

Newspaper articles regarding transit improvements in the lower mainland were distributed on table (attached to and forming part of these minutes as Schedule 1.)

In response to queries from Committee, Lloyd Bie, Director, Transportation, and Donna Chan, Manager, Transportation Planning, provided the following information:

- staff have reported on the findings of the independent review and an opportunity to provide comments to the Ministry will be made available to Council;
- stakeholder and municipal consultation was launched in January and will continue until April 2019;
- the George Massey Tunnel replacement project name is in reference to the previous provincial government's work and the assumption that the Tunnel was being replaced; therefore, staff understand that moving forward, it is to be referenced the George Massey Tunnel enhancement project; and
- the Vancouver Fraser Port Authority has indicated in the past that it can be challenging in increase Port operations to 24 hours for all operations; however, this does not preclude Council from requesting that the Ministry implement traffic restrictions.

Public Works & Transportation Committee

Wednesday, January 23, 2019

Joe Erceg, General Manager, Planning and Development, advised that staff can compile a chronological background of information regarding the George Massey crossing. Mr. Erceg remarked that, in staff's review, many findings in the Independent Technical Review are consistent with Council's previous direction and comments.

Discussion further ensued on requesting increased bus service from TransLink and proposing limitations on Port truck traffic through the Tunnel during peak periods of traffic.

As a result of the discussion, the following **motion** was introduced:

It was moved and seconded

That a letter requesting the Ministry of Transportation and Infrastructure:

- (1) pursue short-term strategic improvements to the Steveston Highway interchange and expedite the completion of a business case for Highway 99 crossing improvements, as detailed in the staff report titled "George Massey Crossing – Findings of Independent Technical Review" dated December 21, 2018 from the Director, Transportation;***
- (2) work with the Vancouver Fraser Port Authority to limit port traffic from using the George Massey Tunnel Crossing during peak hours; and***
- (3) request that TransLink review increasing bus capacity for routes along the George Massey Tunnel Crossing;***

be endorsed.

CARRIED

Opposed: Cllr. Loo

Jim Wright, Richmond resident, referenced his speaking notes (attached to and forming part of these minutes as Schedule 2) and spoke on the George Massey crossing.

Discussion then took place on (i) the delegation's comments, (ii) the Independent Technical Report of the George Massey Crossing, (iii) the Province's upcoming public consultation, and the likelihood of a forum for public input.

Public Works & Transportation Committee

Wednesday, January 23, 2019

3. RICHMOND ACTIVE TRANSPORTATION COMMITTEE – PROPOSED 2019 INITIATIVES

(File Ref. No. 01-0100-20-RCYC1) (REDMS No. 6042766 v. 3)

In response to questions from Committee, staff advised that (i) information regarding the cost per school for the Bike to School education program can be provided to Council, (ii) physical barriers are provided wherever possible for cyclists, (iii) the proposed No. 6 Road multi-use pathway and Steveston Highway projects will be partially funded by TransLink, and (iv) temporary barriers to separate cyclists from motorists can be examined prior to implementation of the proposed safety enhancements.

Discussion took place on potential expansion of the bike education program, particularly on potential cost sharing opportunities with the Richmond School District, and the No. 6 Road multi-use pathway and Steveston Highway pathway.

Councillor Greene left the meeting (5:03 p.m.).

It was moved and seconded

- (1) *That the proposed 2019 initiatives of the Richmond Active Transportation Committee, as outlined in the staff report titled “Richmond Active Transportation Committee - Proposed 2019 Initiatives” dated December 13, 2018 from the Director, Transportation, be endorsed; and*
- (2) *That a copy of the report titled “Richmond Active Transportation Committee – Proposed 2019 Initiatives” be forwarded to the Richmond Council-School Board Liaison Committee for information.*

CARRIED

ENGINEERING AND PUBLIC WORKS DIVISION

4. RECYCLING DEPOT - POTENTIAL ECO CENTRE UPGRADE OPTIONS

(File Ref. No. 10-6370-04-01) (REDMS No. 5968841 v. 8)

Suzanne Bycraft, Manager, Fleet and Environmental Programs, advised that the estimated capital improvement costs listed in Table 3 of the staff report should be \$1,226,000. She then highlighted that the Recycling Depot has experienced a higher than usual volume of users as a result of the newly expanded scope of materials accepted.

Councillor Greene returned to the meeting (5:05 p.m.).

Public Works & Transportation Committee

Wednesday, January 23, 2019

In response to questions from Committee, Robert Gonzalez, General Manager, Engineering and Public Works, advised that there is an outstanding referral regarding the replacement of the Works Yard; he remarked that it would be premature to consider significant capital upgrades to the Recycling Depot as the facility will be considered in conjunction with a forthcoming staff report on the Works Yard.

In reply to further queries from Committee, staff provided the following information:

- the Recycling Depot may only accept materials permitted by Recycling BC;
- the Recycling Depot could be open 7 days a week, however this would have an impact to the Operating budget;
- future procurement processes for upholstered furniture recycling will seek a reuse component;
- as noted in Option 3, a Reuse Centre would allow for items to be accepted and donated to charities as appropriate; a storefront may not be viable due to liability concerns; and
- any revenues generated as a result of recycling materials such as metal are applied to offset operating costs.

Discussion took place the tent-style structures noted under Option 2, and Mr. Gonzalez remarked that these structures semi-permanent in that they are to replace deteriorating trailers; a more permanent solution for the Recycling Depot and its accessory structures will be examined as part of the broader review of the Works Yard replacement.

It was moved and seconded

- (1) *That Option 2 of the staff report entitled, “Recycling Depot – Potential Eco Centre Upgrade Options” from the Director, Public Works Operations dated January 16, 2019, be endorsed; and*
- (2) *That the City’s Consolidated 5 Year Financial Plan (2019-2023) be amended to include \$1,226,000 for the Recycling Depot – potential eco centre upgrade as presented under Option 2 of the staff report entitled “Recycling Depot – Potential Eco Centre Upgrade Options”, funded from the Sanitation and Recycling provision.*

CARRIED

Public Works & Transportation Committee
Wednesday, January 23, 2019

5. FUEL PURCHASES AGREEMENT - SUNCOR ENERGY PRODUCTS PARTNERSHIP

(File Ref. No. 02-0665-03-01) (REDMS No. 6073610)

It was moved and seconded

- (1) That the City enter into an agreement, as outlined in the staff report titled "Fuel Purchases Agreement – Suncor Energy Products Partnership" dated January 3, 2019 from the Director, Public Works Operations;*
- (2) That the Chief Administrative Officer and General Manager, Engineering & Public Works, be authorized to negotiate and execute a fuel supply and delivery contract with Suncor Energy Products Partnership on the contemplated terms and conditions of the fuel consortium contract as outlined in City of Vancouver Request for Proposals No. PS20180305 Supply and Delivery of Fuels; and*
- (3) That the current fuel purchase contract with Parkland Fuel Corporation under BCPPBG Contract No. PS11122 be extended until such time as the fuel supply and delivery contract with Suncor Energy Products Partnerships is executed and fuel delivery commences under the agreement with Suncor Energy Products Partnerships.*

CARRIED

6. MANAGER'S REPORT

2018 Zero Waste Conference Summary

Ms. Bycraft spoke to a staff memorandum previously distributed to Council dated January 22, 2019 (copy on file, City Clerk's Office) regarding the 2018 Zero Waste Conference.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (5:23 p.m.).

CARRIED

Public Works & Transportation Committee
Wednesday, January 23, 2019

Certified a true and correct copy of the Minutes of the meeting of the Public Works and Transportation Committee of the Council of the City of Richmond held on Wednesday, January 23, 2019.

Councillor Chak Au
Chair

Amanda Welby
Legislative Services Coordinator

Premier promises

By DIANE STRANDBERG

Richmond will have a new \$500 million rapid transit system in place by 1995, Premier Bill Vander Zalm promised Monday.

But what kind of system it will be and where it will go is still up for grabs.

B.C. Transit will begin detailed planning immediately on a rapid transit system to Richmond, with a possible spur to the International Airport here. The announcement was made Monday at the B.C. Institution of Technology training facility on Sea Island. It was part of a \$1 billion transit package that will see Skytrain and Seabus routes extended and a fleet of new articulated buses purchased for use throughout the Greater Vancouver region.

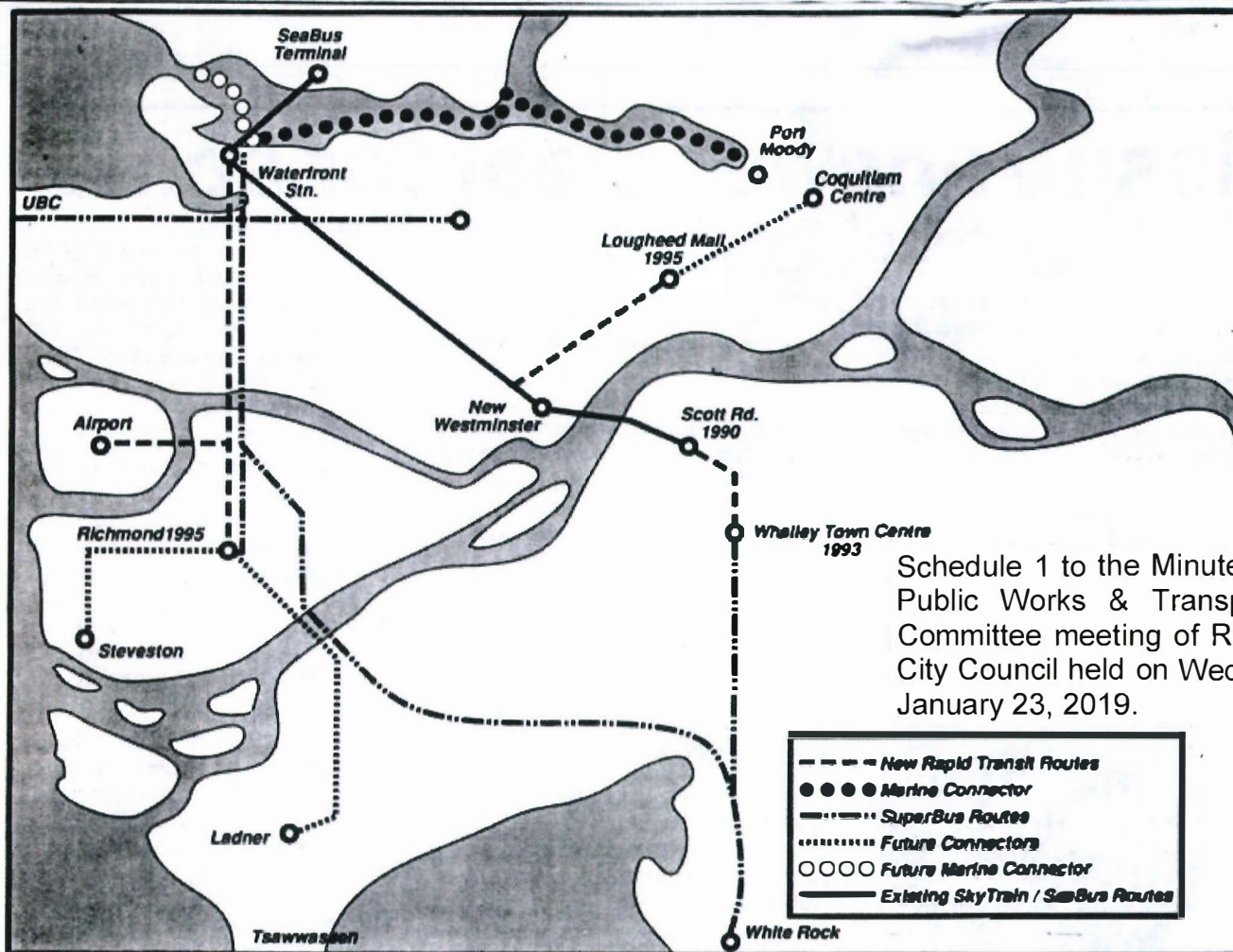
Transit choices include a rail system, using existing rail lines from Vancouver to Richmond, along the Arbutus corridor, an elevated system similar to Skytrain, and express buses on special bus lanes. Mayor Gil Blair said he wouldn't speculate what type of system the planning committee will recommend. But he praised the Premier's transit proposal, particularly his commitment to 100 per cent funding for the project, which relieves local taxpayers of the burden of fully paying for the system.

"It's a very significant announcement. The capital cost of Skytrain was an impossible burden for the (Vancouver Regional) Transit Commission to fund," Blair said.

While Blair wouldn't comment what kind of rapid transit system Richmond needs, his Vancouver counterpart, Mayor Gordon Campbell, has admitted a preference for buses.

In an interview Tuesday, Mayor Campbell said he wouldn't prejudge the transit commission's study of alternative systems. But he expressed his concern that an elevated Skytrain system would create "visual pollution" and a rail system would cause traffic problems and noise.

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Schedule 1 to the Minutes of the Public Works & Transportation Committee meeting of Richmond City Council held on Wednesday, January 23, 1991.

Transit improvements announced

Columbian 23 Dec 72 p 3

Affairs Minister taking a look at Fraser Valley transit plan

Municipal Affairs Minister Jim Lorimer has promised to examine a new public transportation proposal calling for a bus-on-railway-tracks-network.

The scheme, proposed by Richmond Ald. Harold Steeves and Dr. Ray Rodgers of White Rock, was presented to the minister at a meeting Thursday.

Ald. Steeves said Mr. Lorimer will add the suggestion to his study on public transportation now

being made by his department.

According to Ald. Steeves, the bus-on-tracks-transit-network would follow existing rail lines, making a loop through New Westminster, Surrey, Richmond and back to Vancouver.

The proposal calls for a light, rapid-transit system using silent operating equipment.

Mr. Steeves suggested the route could follow a path through the Arbutus corridor,

cross Richmond, reach past Delta as far as White Rock with a return through Surrey and New Westminster to Burnaby-Kingsway and downtown.

In addition, Dr. Rodgers has proposed a spur line that would extend the service through Crescent Beach to White Rock. The line would end just short of the beaches near Duprez St.

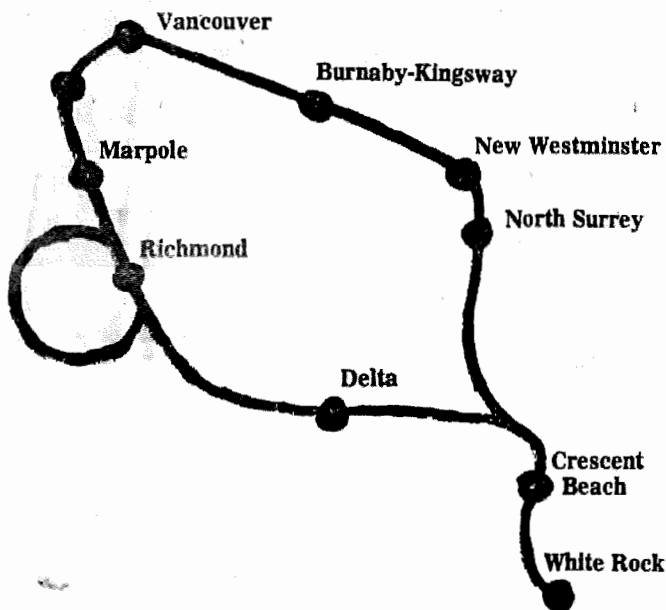
Mr. Steeves also suggested that if the CPR and CN rail lines could be connected in Richmond a secondary loop could be constructed to service the entire municipality.

"In effect you could serve every home in Richmond within a half mile of the line," he said.

Mr. Steeves said the scheme requires the co-operation of the CPR, CN, Burlington Northern and B.C. Hydro lines. He said one stumbling block could be the crossing of the Fraser River near the Deas Tunnel.

But he noted, previous rapid transit proposals have been of a radial type, with downtown Vancouver at the centre of the spokes, and with a further assumption of heavy equipment in most cases. The Steeves-Rodgers emphasis is for a loop with light equipment.

Mr. Rodgers said a White Rock spur using existing Burlington Northern Railway lines would provide commuter service for the South Surrey region and make it possible for weekend beach trippers to come from all parts of the region.



White Rock-Vancouver rail loop to get study

Jim Wright on Massey Crossing, Public Works & Transportation, Jan 23, 2019

Thank you, Councillor Au.
Councillors:

I'm speaking as Acting Chair of the Fraser Voices Association and also for the Garden City Conservation Society—for President Sharon MacGougan, who can't be here.

First, let me share an epiphany. I reviewed Richmond staff's excellent July 2017 Massey Crossing report from Victor Wei (today), and I found it was really by *Joan Caravan*—who is still here. So the excellence can go on!

I should also mention that I'm connected to this issue back to mid-1955. This [showing the four volumes] is the very first and most independent Massey Crossing report, and my father was a partner in the authors, Crippen Wright Engineering Ltd. Also, I've been studying the issue for six years, with many blog articles, along with a number of columns in three newspapers.

I'm involved in the City of Richmond aspect because Victor Wei invited me in July 2017, with this letter [showing the letter]. I provided set of inputs [showing the 8-page report], and this is a November 2018 update. I'll include it with my speaking notes for the minutes. It addresses five factors, with insights you won't see elsewhere. If the province's old Massey Replacement team had dared to think this way, they might have been banished as heretics.

Back at [Joan Caravan's 2017 report](#), it suggested two options, each including an upgrade to the existing tunnel:

Option 1: Add 4 lanes in the form of

(a) a lane each way for bus/HOV and

(b) a lane each way for traffic between the Steveston and 17A interchanges.

Option 2: Upgrade existing tunnel and add a lane of bus/HOV each way.

The 2017 report options both include provisions such as a means for walking and cycling. I see that as a short outer lane each way, perhaps from Rice Mill Rd to Delta's River Rd. The report also includes "Complementary Measures." In essence, it was all well done, and that is now more evident, since the Cowdell Report confirms we were right all along. So, I hope the City will build on both reports and provide staff like Joan Caravan with time and support.

Let me add five quick insights that fit with the Cowdell and Caravan reports.

One. Rule out the bridge options. If the tunnel is removed, the Vancouver Fraser Port Authority will dredge the ship channel two metres deeper after the Roberts Bank Terminal 2 issue is resolved. The effects will be ecological disaster plus harm to our dikes, irrigation water, safety and quality of life.

Two. Rule out counterflow. Cowdell says *addressing reliability in the off-peak direction is the primary need for adding capacity to the Crossing*. Addressing that will *not* increase congestion, but adding a counterflow in the *peak* direction **would**.

Three. Add a new tube on each side of the existing tunnel. That's one tube each way, enabling the pedestrian/cyclist lanes and possible Steveston-to-17A lanes to be done right. *Most important, it is crucial for safety, especially for seismic safety equal to bridge seismic safety*. The Cowdell report agrees with my input to Victor Wei on that—an insight I've never seen anywhere else.

Four: Read the Cowdell Report. Skim and slow down for key parts for a couple of revealing hours. As an example, you'll find (on pages 103–106, among others) that, in comparison to a new bridge, a new tunnel would cause less construction congestion delays, have minimal impact on agricultural lands and less environmental impact, and be better for pedestrians and cyclists.

Fifth, so any bridge die-hards can move on in peace: Notice in the Recommendations (Pages 118–130), that bridge components would probably have to be fabricated outside Canada, whereas the tunnel segments would be fabricated locally. So the tunnel is better for the economy too.

If it's okay with council and staff, I suggest that staff and council continue to work with me on the Massey Crossing Project, in my roles with local societies. The City and community can build on each other's insights and credibility for results. For benefits, one plus one may then equal *three* — or even *infinity* because it will make the difference between non-success and success.

A point that came up: Stan Cowdell has used the appropriate “George Massey Crossing” name, so that is the current name. Coun. Carol Day's “George Massey Tunnel Enhancement” or “George Massey Tunnel Renewal” would be a good name for Richmond to use to frame the project from a Richmond perspective. It is crucial for Richmond to take action now to establish the best crossing and naming.



Fraser Voices Association, Fraser Estuary, BC

Speak out for the Estuary!

November 2018

Dear People Who Care,

Massey Crossing decisions are near. Together with professional advice, informed community input adds relevant perspectives, preludes to success. We're happy to help. Please do our appetizer self-test or just skip to the insights.

With best wishes,

Jim Wright

Acting Chair, Fraser Voices, FraserVoicesAssoc@gmail.com

Appetizer self-test *If you qualify, please turn to the next page.*

As Fraser Voices idealists, we remain grounded in reality*, and great success *is* possible. Please read our "Five Factors . . . Massey" if you agree with some or all of this:

1. People very much want a good experience on trips that include the Massey Crossing.
2. That means comfortable, efficient and safe/secure trips at reliable and convenient times—and not necessarily by driving.
3. It also entails co-existent commercial use that respects their daily aspirations for their family/work lives and natural world.
4. It involves government/transit planning to meet volume needs while empowering each person to get happily between start and end points across the Crossing.
5. A Massey Crossing project with an empathic quality would be unlike the mega-bridge ex-project, with its vision of an immense trophy bestriding the Crossing.
6. In essence, not necessarily in working title or name, people who care look forward to a Massey Crossing Renewal Project and, all going well, a Massey Thruway Project.
7. In contrast to the mega-bridge ex-project, it is an ideal project for federal funding.

* We have been immersed in the Massey Crossing for six years but involved for six decades. My dad, Harry Wright, showed me the tunnel as it neared completion, of interest because of his role as a partner in Crippen Wright Engineering Ltd., the initial engineering consultants, and I still have their beautifully bound multi-volume 1955 report, *Fraser River Highway Crossing at Deas Island*. Dedicated Fraser Voices member Douglas Massey goes back even further, thanks to *his* dad, MLA George Massey.

Five factors to respect in the Massey Crossing Renewal

Fraser Voices to the Governments of British Columbia and Estuary Municipalities, November 2018.

Immersed in Massey Crossing Renewal, we* offer community insights—here & in “Inputs,” next pages.

The factor	The details
A. Since the role of Supplementary Tube(s) in enabling Legacy Tube renewal is practically essential, getting them into service ASAP is more vital than the populace realizes. See Input 1.	Fast-tracking a new tube to take Legacy Tube traffic (a pair of lanes at a time) would make the seismic upgrade and Legacy Tube refurbishing fast and safe, giving tunnel users what they deserve.
B. The most needed paradigm shift is <i>away</i> from increases in highway capacity (bringing more vehicles quickly to congestion points) <i>toward</i> increased thruway capacity (bringing more people from place to place in reliable, comfortable, convenient, safe/secure ways).	See Input 2. Although the Amtrak <i>Thruway</i> with a rail core is different from the Massey <i>Thruway</i> with a tunnel core, the commitment to enabling personal translocation with mass translocation effect is a thruway aspect they would share. With vision, it could start here in early ways soon.
C. If one puts preconceptions about cost on hold, it may be optimal to add a Supplementary Tube on each side of the Legacy Tube. The new tubes could be spaced as shown in Input 3 <i>or</i> close to the Legacy Tube with the kind of cutoff walls between tubes shown by the Massey ex-Project).	The cancelled ex-Project also showed an approach of using two tubes to equal one larger one, and the benefits stated in Input 3 could outweigh an increase in dredging cost. Supplementary Tubes would each have one or two lanes and a multi-use path (cycling, walking, wheelchair, responder, etc.).
D. <i>A caution:</i> Although having a set of four tunnel lanes in each direction has significant <i>safety benefits</i> (see Input 4), that eight-lane option is also a concern unless there is reliable resolve to avoid the “counterflow” temptation that would lead to five lanes in one direction.	The concern: An added counterflow lane would enable single-occupancy-vehicle (SOV) use to increase, working against the paradigm shift. The Massey Renewal must help all users, but the trick is to empower more-deprived kinds of users in preference to pampering SOV drivers.
E. It is crucial that the Massey Crossing Renewal be designed to protect the Fraser River Estuary from the much deeper ship channel dredging —still blocked by the tunnel—that the Vancouver Fraser Port Authority (VFPA) has long sought to enable much port expansion east of the tunnel.	After the current CEAA environmental assessment of the proposed Roberts Bank Terminal 2, it will become opportune for the VFPA to again pursue its dream of deeper dredging, which threatens the estuary ecosystem—if tunnel removal permits. It is essential to preempt deeper dredging.

On the next pages, we’ve filled out this table with “Inputs” for decision makers. The aim is to better the life of the Fraser Estuary and the lives of everyone affected. Let’s succeed together!

** We are the Fraser Voices Association, led on this issue by Jim Wright, Acting Chair, who has written numerous newspaper columns and blog articles on the issue since 2012. Jim even has a personal interest, as his father was a partner in Crippen Wright Engineering Ltd., which did the extensive initial study, *Fraser River Highway Crossing at Deas Island*, 1955, and he often refers to it, along with Fraser Voices research, among other sources.*

This report builds on an earlier report by Jim Wright on behalf of the Garden City Conservation Society in 2017.

Input 1. Massey Crossing rationale

Aim: The Massey Crossing will enable reliable, efficient, comfortable, convenient, safe/secure transportation of people and goods between its served areas while conserving in a range of ways.

What's known: The bridge options were, in effect, self-eliminated by their proponents' failure to make a credible case in years of trying. Also, from a conservation standpoint, leaders of all three of the broad conservation groups in Delta/Richmond determined that the tunnel options were better.

Basic best: From the GMTR Project's five scenarios ([Phase 2 Guide, 2013](#)), the simple tunnel option in [Scenario 4 \(p. 12\)](#) could meet the needs with:

- 1) completion of the seismic upgrades for the tunnel and its approaches,
- 2) refurbishing of the tunnel systems—ventilation, lighting, safety, etc.,
- 3) new **2+ lane tube for transit*** + multi-use path, in Massey Corridor,
- 4) retrofit/replacement of related Hwy 99 bridges/interchanges, and
- 5) further Hwy 99 corridor improvements—Bridgeport to USA border.

Our graphic at right shows the traditionally best spacing of new tube ("Green Tube" = ecologically best) from current tunnel ("Legacy Tube").

*While the Green Tube would **enable** two transit lanes, it might do so **indirectly** (e.g., if Legacy lanes are better positioned for Rapid Bus use).



Quality: Since this saves a hefty chunk of \$12 billion, doing things well should be feasible. Examples:

- 1) State-of-the-art seismic upgrade for the Legacy Tube and approaches. Methods have improved in the decade of delay, and there must also be new site-specific knowledge from the bridge studies.
- 2) Lining of the tunnel walls/ceiling with reflective, easy-to-clean ceramic tile (early intended, never done).
- 3) Green Tube: Improved ceiling height and lane width. Designed to easily adapt for (possible) rail.
- 4) At the new Steveston Interchange, faster and safer entry and exit, as planned a quarter century ago.
- 5) Facilities for additional efficient Hwy 99 bus entry/exit ramps, sheltered pullouts, easy transfers, etc.

Buses and trucks: Steps to enable (a) early congestion relief, beginning ASAP, and (b) lessons for the future:

- The early need is for the long-overdue influx of energy-efficient Rapid Buses that are reliable (on time, with passenger space), convenient (with Rapid Bus routes or feeder routes reaching people's start/end points) and comfortable (user-friendly throughout trips). High expectations must be set and exceeded.
- Truck traffic to and from the Delta port terminals will need to be spread over far more hours a day, with large trucks banned from the tunnel during the times when they would cause congestion (e.g., rush hour).

Steps: Ideally, the current government's experts will quickly determine how to implement the scenario in seismically sound and practical ways. Action will depend on their advice. For example, re the Green Tube:

- With its current technology to disrupt destructive seismic waves before they reach it, the Green Tube might protect the Legacy Tube. If that applies, it might be placed on the west side of the Massey Corridor.
- The Green Tube, shown above and in Scenario 4, could alternatively be separated from the tunnel by a cutoff wall. Also alternatively, it could be a new tunnel further east, presumably connecting the South Fraser Perimeter Rd (with roughly a 76 St route) to Westminster Hwy and Hwy 91, via Nelson Rd.
- In any case, fast-tracking the Green Tube will allow it to take traffic from the Legacy Tube (usually a pair of lanes of traffic at a time) to enable efficient seismic upgrading and refurbishing of the Legacy Tube.

Note: The scenario in this input is not intended to preclude a second Green Tube (Supplementary Tube).

Input 2. “Massey Thruway Renewal Project”

This page of input builds on “1. Massey Crossing Rationale.”

With the power of naming, the name for a replacement project could remove an impediment to success, the term “Tunnel Replacement Project” that dismissed retention and renewal. One obvious option for a working title is “Massey Crossing Renewal Project.” We’ll start by explicating it.

“Massey”: It could honour George Massey without the “George,” and “Massey” could also include son Douglas Massey, 85, a tireless campaigner for an ecologically sound crossing (not the bridge).

“Thruway”: The renewal would ideally feature a transportation **thruway**, like a river (Hwy 99) with its tributaries (and distributaries). With enhanced transit (starting soon), the thruway will get people, etc., all the way from Point A to Point B (such as home to workplace) on both sides of the South Arm of the Fraser in reliable, convenient, efficient comfortable, safe/secure ways. (But “Crossing” is a good word too.)

Conceptually, it is fairly like an [Amtrak Thruway](#) in intent (despite many differences). That proven thruway features coach buses, and the choice of bus options for the Massey Freeway will be critical, but **an early step would be a healthy dose of any kind of Rapid Buses** to alleviate congestion.

“Renewal”: An updated project name such as “Massey Thruway Renewal Project” would assert the *renewal aspect* that Richmond has long supported, in harmony with Metro Vancouver and—except in recent years—the BC government. **We suggest this be done soon. The help and goodwill will matter.**

Determinant of wellbeing: The Massey Thruway can and should be a social determinant of wellbeing as an enabler of access to employment, food, health care, education and social support, with tributaries/distributarues into/from Hwy 99. Quality of life matters!

Congestion: Richmond has had to deal with a campaign by another local government that (despite no ill intent toward Richmond) would flush traffic congestion north into Richmond, which does not welcome it and aims to **not** dump it on neighbouring cities. Now, we hope that Richmond will share (and even promote!) its big-picture vision, which is driven by higher values.

Value per dollar: An independent analysis will likely find that the Massey Thruway Renewal will provide more value at less cost than the current project plan. Some of the most valuable benefits have been downplayed, so **we suggest bringing those values to attention**. For instance, the *Renewal* can:

- **End the immense ecological threat to the Fraser Estuary—and the whole Fraser River and Salish Sea—from deeper dredging of the ship channel.** (It is a bad time for it, but the intent will persist if it can.)
- Minimize the biggest threat to safety. The incidence of LNG carrier explosion may seem low, but it would leave a swath of devastation—probably worse than the Halifax Explosion of 1917. (For instance, it might only take only one terrorist throwing a well-suited bomb from the bridge.)
- **Be a model for the world**, with values for the BC economy and the future of life on Earth.

Richmond’s two options: Richmond’s Transportation Department refined two renewal options that embody the tunnel expansion intent, which goes back to the initial engineering consultants’ thorough report, *Fraser River Highway Crossing at Deas Island*, 1955. We commend them. Our third set of input in this series will share suggestions for making the options like those even better.

Input 3. Why use *two 2-lane* tubes to add four lanes?

We have suggested that the Massey Thruway Renewal Project consider adding a 2-lane tube on each side of the Legacy Tube *if it the project opts to add four lanes*. This fills out the values of that approach:

1. Having tubes just over half as wide as 4-lane ones would make each segment much smaller, making construction in a shipyard or purpose-built drydock more feasible. (The purpose-built drydock where the Legacy Tube was fabricated is now the BC Ferries cove in the top-left corner of the graphic—not available.)
2. Each of the two 2-lane tubes could have its path for walking, cycling and rolling (and emergency use) on the outer side of the expanded tunnel, with *user movement in the same direction as traffic movement*. That is ideal for path users, who would have their first entry to the path beyond the last vehicle entrance and their last exit before the first vehicle exit. Southbound, for example, the path entry could be beyond (south of) Rice Mill Road, and the path exits could be before (north of) the vehicle exit for Delta's River Road. *This approach says a lot: it treats vehicle-less users as important.*
3. If there is thought of encouraging buses and/or large trucks to use the four added lanes—with their more generous width and height, that can only be done for both directions if there is a new tube on each side of the expanded tunnel.
4. Having two new lanes on each side of the expanded tunnel enables easy continuity with the existing highway lanes leading into/from the tunnel. (Simple is good, and there is no loss to Deas Island Regional Park or the somewhat natural area on the Richmond side.)
5. All these values add to the basic value of improved safety of the Legacy Tube in an earthquake (subject to an expert study confirming that theory). Furthermore, along with the boost to safety, any damage would be more likely to be repairable, saving money and enabling reliable service.



With all those values, a large financial cost might be reasonable, but it might not even occur. After all, when the existing tunnel was built, the meticulously quoted amount for a tunnel with *two 2-lane tubes* seems to have been far lower than its eventual cost as *a single 4-lane tube* with far less included.* For instance, the originally planned ceramic tile (reflective and easily cleaned) and raised walkway beside each pair of lanes were included and would, in effect, have added significant safety benefits.)

-
- According to “[British Columbia’s Massey Tunnel was a cutting-edge endeavour](#)” in the *Journal of Commerce* (Sep 7, 2009), the 4-lane tube cost \$29 million. So much more than as listed in the very thorough 1955 report *Fraser River Highway Crossing at Deas Island*, by Crippen Wright Engineering Ltd.) was not included in the eventual George Massey tunnel that it is hard to be precise about the cost difference, but the eventual tunnel seems to have increased the cost by about a third.
 - The Crippen Wright report is available on short-term loan from the Fraser Voices Association.

Input 4. Safety benefits of the renewed tunnel

Naturally, the principal structure in the Massey Thruway Renewal Project is the South Arm crossing structure—either the upgraded and expanded tunnel or the bridge that the previous BC government preferred. One point of agreement: *everyone wants to use it with due confidence it is safe.*

Best for safety: From that safety perspective, we suggest it is optimal to add four lanes (Richmond's Option 1) as a pair of 2-lane tunnel tubes—a new tube on each side of the Legacy Tube. (That should also be cost-friendly, user-friendly, timeline-friendly, etc., but the focus here is on assurance of safety.)

Basically, there would be four lanes heading in each direction (two in a new tube, two in the Legacy Tube).

As shown, each new tube is about 50 metres from the Legacy Tube, essentially within the Hwy 99 tunnel corridor. On the northwest side, access is between the Canfisco dock/plant to the east and the BC Ferries maintenance dock/facility. On the southeast side, access is via Deas Island Regional Park.

The BC Ferries cove (shown here with one ferry docked) was the low-lying site of the single-use dry dock where the six segments of the tunnel were fabricated in the late 1950s. It was then flooded so they could be floated (sealed at the ends) into position.



Traffic safety: We are impressed with the Richmond concept of an additional outer lane through the tunnel in each direction—between the closest interchanges. At last, it would enable *safe merging/diverging where it has been unsafe*. For instance, where traffic from Steveston Hwy merges into the tunnel-bound traffic, statistical evidence indicates many crashes there, year after year. As well, anecdotal evidence indicates that the related fear prompts people to avoid driving through the tunnel.

The effect of this approach is roughly a one-third boost in tunnel-exiting capacity, so the earthquake warning system will more certainly get everyone out. As well, perhaps, a lower speed limit could be applied to those user-empathic segments of outer lane, among the ways to tailor the feature for a calmly safe experience.

The simplicity of the tunnel is in contrast to the complexity of the proposed bridge. For instance, the tunnel project would include a simple two-level Steveston Interchange, not the proposed bridge's famous faux Los Angeles interchange, with its many ways for drivers to err and crash.

Seismic safety: With this design, two tubes out of the three would theoretically sustain no damage at all in the worst earthquake in 475 years and only repairable damage in the worst quake in 2,450 years.

Furthermore, bringing the new tubes into use before doing the external seismic upgrade of the Legacy Tube would make that upgrade safer, especially since the current level of Legacy Tube traffic could be diverted entirely to the new tubes. (The temporary closure of the Legacy Tube would also enable the extensive *internal* renewal work to take place efficiently in the Legacy Tube.)

Along with the obvious benefits for seismic safety stated so far, there is an intriguing possibility that the new tubes could make the Legacy Tube seismically safer than ever thought possible.

This builds on the fact that studies like the [2002 Seismic Retrofits by Rensselaer Polytechnic](#) simulation show that lateral movement of the tunnel, which the external upgrade must address well, is an effect of seismic waves in the *upper 10 metres* of adjacent soil. Remediation* to that depth can be very effective.

The new tunnel tubes, with nearby state-of-the-art remediation, would normally not be damaged by even a fairly high-magnitude earthquake.

With new tubes to dissipate seismic waves and arrest ground movement, **one would expect the Legacy Tube—between them and no more than about 50 metres from them—to be further protected as a result.**

Is there an independent expert who could confirm this?



Extreme-weather safety: The tunnel is well suited to the increasing incidence of extreme weather. Unlike a bridge, the tunnel would not typically be dangerous in storm winds, ice, blizzards, torrential rain or thick fog. It would therefore be one of the most reliable lifeline corridors—for emergency response in calamities when a bridge might sometimes even make the situation worse.

* Note: A [2016 report for the previous government](#) included concerning comments that make the remediation seem risky, but the report made suspect use of sources. For example, when it referred to a [2007 seismic densification value engineering study's](#) examination of ways to limit the *risk of cost overruns* in the external seismic upgrade, the 2016 report treated the financial risks as *safety* risks. Also, [provincial records](#) have revealed that the parent company of the report writers, which makes large donations to the BC Liberals, received a \$24,250,000 contract in 2013 to be the "George Massey Bridge Project Owner's Engineer" (the government's *bridge* engineer). That makes them less credible when critiquing the *competing tunnel* option. There are real seismic safety concerns, but the appearance of skewing by consultants with possible conflict of interest means that independent analysis is needed.

Safety from LNG explosions: When the Tilbury LNG plant (with much increased capacity) exports LNG, the carriers will pass through the Massey Crossing. A bridge there might enable a terrorist to drop a bomb on one. That seems as likely as a major earthquake. To add to the following background from the Fraser Voices' [Let the Fraser Live](#), read Kevin Washbrook's thorough [Sailing Into Unknown Waters](#).

The BC Wilderness Committee has created a colour-coded risk map of the area on the basis of a US Coast Guard document that outlines "zones of concern" in the event of an LNG tanker accident:

Zone 1 is where an LNG spill could pose severe public safety and property hazard.	Zone 2 would be "less severe" in a wider hazard zone—up to 1.6 kilometres away.	Zone 3 would spread further into Ladner and Richmond. It is considered the maximum distance a cloud of escaped LNG vapour could drift without dispersing. If ignited, the cloud could burn back to the tanker and result in a "pool fire."
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LNG Hazard Zones—"Zones of Concern"

Zone 1: 500 metres **Zone 2: 1.6 kilometres** **Zone 3: 3.5 kilometres**



First responding: In either of the new tubes, responders could reach crashes via a pathway (perhaps primarily provided for cyclists in one and for pedestrians and mobility-aid users such as wheelchair users in the other or perhaps multi-use in each direction). However, since the whole renewed tunnel will take every opportunity to provide and encourage safety, the need for first responders will be significantly reduced in the best possible way.



City of Richmond

Report to Committee

To: General Purposes Committee
From: Elizabeth Ayers
Director, Recreation and Sport Services
Date: January 7, 2019
File: 06-2052-25-
SCCR1/Vol 01
Re: **Investing in Canada Infrastructure Program Community, Culture and Recreation Stream**

Staff Recommendation

1. That the submission to the Investing in Canada Infrastructure Program Community, Culture and Recreation Stream requesting funding of up to \$10 million for the Steveston Community Centre and Branch Library replacement project, as outlined in the report titled, "Investing in Canada Infrastructure Program Community, Culture and Recreation Stream," dated January 7, 2019, from the Director, Recreation and Sport Services, be endorsed;
2. That the Chief Administrative Officer and General Manager, Community Services be authorized to enter into funding agreements with the government for the aforementioned project should it be approved for funding, as outlined in the report titled, "Investing in Canada Infrastructure Program Community, Culture and Recreation Stream," dated January 7, 2019, from the Director, Recreation and Sport Services; and
3. That the Consolidated 5 Year Financial Plan (2019-2023) be amended accordingly should the aforementioned project be approved for funding as outlined in the report titled, "Investing in Canada Infrastructure Program Community, Culture and Recreation Stream," dated January 7, 2019, from the Director, Recreation and Sport Services.

Elizabeth Ayers
Director, Recreation and Sport Services
(604-247-4669)

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Finance	<input checked="" type="checkbox"/>	
Project Development	<input checked="" type="checkbox"/>	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

In the Fall of 2018, Infrastructure Canada and the Province of British Columbia announced the Investing in Canada Infrastructure Program Community, Culture and Recreation (CCR) Stream for infrastructure projects in communities across the province. The program supports projects that improve citizens' access to or the quality of cultural, recreational and community spaces. The initial funding available is \$134.84 million, with applications due by January 23, 2019.

The purpose of this report is to seek Council's endorsement for the application submission to the CCR Stream for grant funding of up to \$10 million for the Steveston Community Centre and Branch Library replacement project, which is part of the 2020 capital projects submissions and will be included in the Consolidated 5 Year Financial Plan (2019-2023), subject to Council approval.

This report supports Council's 2014-2018 Term Goal #2 A Vibrant, Active and Connected City:

Continue the development and implementation of an excellent and accessible system of programs, services, and public spaces that reflect Richmond's demographics, rich heritage, diverse needs, and unique opportunities, and that facilitate active, caring, and connected communities.

This report supports Council's 2014-2018 Term Goal #3 A Well-Planned Community:

Adhere to effective planning and growth management practices to maintain and enhance the livability, sustainability and desirability of our City and its neighbourhoods, and to ensure the results match the intentions of our policies and bylaws.

This report supports Council's 2014-2018 Term Goal #5 Partnerships and Collaboration:

Continue development and utilization of collaborative approaches and partnerships with intergovernmental and other agencies to help meet the needs of the Richmond community.

This report supports Council's 2014-2018 Term Goal #6 Quality Infrastructure Networks:

Continue diligence towards the development of infrastructure networks that are safe, sustainable, and address the challenges associated with aging systems, population growth, and environmental impact.

Analysis

Funding Requirements

The CCR Stream is to support projects that provide improved access to or increased quality of cultural, recreational and community infrastructure. Projects must be community oriented, non-commercial in nature and open for public use. In the case of a community centre, the facility should have multipurpose spaces that bring together a variety of services, programs and cultural activities that reflect local community needs.

Only one project per municipality may be submitted and projects approved for funding must be completed within five to six years, or by March 31, 2024.

Total funding available for the initial phase of the CCR Stream is \$134.84 million. Funding requests must be a minimum of \$150,000 and, while there is no stated maximum, the guidelines ask applicants to consider a fair distribution of funding. Staff have been advised that a request for up to \$10 million is appropriate; however, options for a lesser amount and/or phasing of funding should be also included in the application. A successful grant application does not preclude the City from applying for other grant opportunities so long as the total provincial and federal contribution does not exceed 73.33 per cent of the total project cost.

Steveston Community Centre and Branch Library Replacement

The advanced planning and design for the Steveston Community Centre and Branch Library replacement was approved by Council in 2016 as part of the Phase Two Major Facilities Projects. Subsequently, the Steveston Community Centre and Branch Library project is part of the 2020 capital projects submissions and will be included in the Consolidated 5 Year Financial Plan (2019-2023), subject to Council approval.

Staff considered other Phase Two Major Facilities Projects as options for submission; however, the Steveston Community Centre and Branch Library replacement project best fits the criteria for the grant as a multipurpose and multidisciplinary community hub that meets identified community needs. It also has the largest potential value for grant funding as it is the Phase Two Major Facilities Project with the greatest capital cost to the City. Therefore, it is recommended that a funding request for the Steveston Community Centre and Branch Library replacement project be submitted to the CCR Stream.

The building program for the Steveston Community Centre and Branch Library is in the process of being confirmed and a report to Council to endorse the preferred program is expected this Spring. Following confirmation of the program, staff will proceed with the concept design and site location for the facility.

In order to meet the project completion timelines as stated in the CCR Stream funding guidelines, staff will require Council's approval of the concept design and site for the replacement facility by late Fall of 2019. In addition, staff will make adjustments such as fast-tracking the design and construction procurement processes to ensure the CCR Stream's project

eligibility requirements are met, as the current project schedule does not align with the grant funding timelines.

Financial Impact

The City of Richmond will be requesting up to \$10 million towards the Steveston Community Centre and Branch Library replacement project under the Investing in Canada Infrastructure Program Community, Culture and Recreation (CCR) Stream.

Capital funding for the Steveston Community Centre and Branch Library replacement project has been included in the Consolidated 5 Year Financial Plan (2019-2023) funded by the capital building and infrastructure reserve and the revolving fund, subject to Council approval, as part of the 2019 budget process. Should the City be successful with the grant application, the amount received will replace the City funding which is currently allocated to the project.

Conclusion

Staff are seeking Council's endorsement to submit an application to the Investing in Canada Infrastructure Program Community, Culture, and Recreation Stream for the Steveston Community Centre and Branch Library replacement project. The City of Richmond is requesting up to \$10 million of grant funding for the project.



Kirsten Close
Coordinator, Community Services
Major Projects
(604-247-4461)



Denise Tambellini
Manager, Intergovernmental
Relations and Protocol Unit
(604-276-4349)



City of Richmond

Report to Committee

To: General Purposes Committee

Date: December 20, 2018

From: John Irving, P.Eng. MPA
Director, Engineering

File: 12-8060-20-009921/Vol 01

Re: **City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 9947**

Staff Recommendation

That the City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 9947 presented in the "City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 9947" report dated December 20, 2018, from Director, Engineering be introduced and given first, second, and third readings.

John Irving, P.Eng. MPA
Director, Engineering
(604-276-4140)

REPORT CONCURRENCE		
ROUTED TO: Development Applications Law	CONCURRENCE <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CONCURRENCE OF GENERAL MANAGER
REVIEWED BY 1A/5B	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

In October 2015, Council endorsed the issuance of a Request for Expression of Interest (RFEOI) to identify a suitable utility partner to conduct a feasibility analysis to design, build, finance and operate a district energy utility (DEU) in the City Centre North area of Richmond, on the basis of the following guiding principles:

1. The DEU will provide end users with energy costs that are competitive with conventional energy costs based on the same level of service; and
2. Council will retain the authority of setting customer rates, fees and charges for DEU services.

LIEC staff issued a Request for Proposals (RFP) in September 2016, with an expanded scope for City Centre to the three proponents shortlisted under the RFEOI. LIEC executed a Memorandum of Understanding with the lead proponent, Corix Utilities Inc. (Corix) in February 2018, as directed by LIEC Board and endorsed by Council.

As the City Centre DEU due diligence process has advanced, through rezoning applications and/or Official Community Plan (OCP) amendment application, six developments have committed to construct and transfer energy plants to the City or LIEC at no cost to the City or LIEC, so that LIEC can provide immediate service to these customers.

Council endorsed City Centre District Energy Utility Bylaw No. 9895 (CCDEU Bylaw) in September 2018, introducing a new district energy service area starting with five developments. In October 2018, Council amended the CCDEU Bylaw to include the Richmond Centre Mall development.

The purpose of this report is to recommend expansion of the service area to include the Polygon Fiorella development, located at 3551, 3571, 3591, 3611 and 3631 Sexsmith Road, associated with rezoning application RZ 17-778835.

This report supports Council's 2014-2018 Term Goal #4 Leadership in Sustainability:

Continue advancement of the City's sustainability framework and initiatives to improve the short and long term livability of our City, and that maintain Richmond's position as a leader in sustainable programs, practices and innovations.

4.1. Continued implementation of the sustainability framework.

4.2. Innovative projects and initiatives to advance sustainability.

This report supports Council's 2014-2018 Term Goal #6 Quality Infrastructure Networks:

Continue diligence towards the development of infrastructure networks that are safe, sustainable, and address the challenges associated with aging systems, population growth, and environmental impact.

6.1. Safe and sustainable infrastructure.

6.2. Infrastructure is reflective of and keeping pace with community need.

Background

District Energy Utilities as Part of a Sustainable Community

Richmond's 2041 Official Community Plan (OCP) establishes a target to reduce community greenhouse gas (GHG) emissions 33 per cent below 2007 levels by 2020 and 80 per cent by 2050. The OCP also includes a target to reduce energy use 10 per cent below 2007 levels by 2020. Richmond's Community Energy & Emissions Plan (CEEP) identifies that buildings account for about 64 per cent of energy consumption in Richmond, and 43 per cent of GHG emissions; residential developments especially are prime energy consumers in the community. Richmond is growing, with today's population expected to increase by 35 per cent by 2041, and employment by 22 per cent. This growth will be accompanied by new building development, the majority of which will occur in Richmond's City Centre.

Shifting to more sustainable energy systems for buildings will support the City's climate and energy targets. Sustainable energy systems have the following characteristics:

- Use energy wisely – e.g. they are efficient, minimize consumption, minimize waste energy, and use low carbon sources of energy.
- Increase energy security by being reliant and resilient – e.g. they minimize price volatility, incorporate localized systems to avoid being completely dependent on external systems, and are adaptable to future technologies and energy sources.
- Have low-carbon intensity – e.g. they emit zero to low GHG emissions.
- Are cost-effective and do not result in unacceptable impacts (social, environmental or economic).

The City has identified district energy utilities (DEUs) as a key component of sustainable energy systems that can be implemented in neighbourhoods undergoing redevelopment. Some of the key benefits of a DEU are as follows:

- Reduced building capital and operations costs – DEUs replace the need for individual buildings to have their own boilers or furnaces, chillers or air conditioners, resulting in capital cost and maintenance cost savings.
- Efficiency – DEUs can operate more efficiently than typical stand-alone building mechanical systems, thereby reducing emissions and costs.

- Reduced emissions through using renewable energy and waste energy sources – DEUs can use renewable sources such as sewer heat recovery, geothermal, biomass, combined heat and power generation, and other technologies with the potential for very low emissions. Moreover, DEUs can capture and use waste heat from industrial, commercial and institutional use (i.e. ice surfaces and wastewater treatment plants).
- Reliability – DEUs use proven technology; most DEU's operate with a high reliability rate.
- Resiliency – District energy systems' ability to make use of multiple different fuel sources allow DEUs to incorporate new energy source opportunities in the future, providing financial and environmental resiliency and mitigating the potential for volatility in thermal energy prices.

Many DEUs come to be identified by the energy source they are hooked up to, such as geothermal, biomass, or solar; however, the most critical elements of a DEU are the customer base and the distribution network, and when establishing the partnerships and legal framework of a DEU the primary focus should be on these elements. The specific system or technology that is used to generate the heat can be altered or switched out over the life of the DEU depending on the best available technology at the time.

District Energy in Richmond

The City incorporated Lulu Island Energy Company Ltd. (LIEC) in 2013 for the purposes of managing district energy utilities on the City's behalf. LIEC currently owns and operates the Oval Village District Energy (OVDEU) and Alexandra District Energy (ADEU) Utilities, as well as advances new district energy opportunities. Attachment 1 indicates the current and planned future DEU areas throughout Richmond. LIEC has been recognized for excellence, leadership, innovation and sustainability through receiving thirteen awards since the company's inception, ranging from the provincial to international scale.

LIEC currently services eight buildings in the OVDEU service area, containing over 1,700 residential units. Energy is currently supplied from the two interim energy centres with natural gas boilers which combined provide 11 MW of heating capacity. When enough buildings are connected to the system, a permanent energy centre will be built which will produce low carbon energy. Currently the OVDEU is planned to harness energy from the Gilbert Trunk sanitary force main sewer through the implementation of the permanent energy centre in 2025. Over the next 30 years, the OVDEU system is anticipated to reduce GHG emissions by more than 52,000 tonnes of CO₂ as compared to business as usual¹. OVDEU is developed under a concession agreement with Corix. During the concession period (30 years), Corix will design, build, finance and operate the OVDEU and will supply energy services to LIEC; LIEC owns the assets and Council sets customer rates.

¹ Assumed that all energy was provided for heating. The business-as-usual (BAU) assumed that 40% of the building heating load would be provided from electricity and the remaining 60% would be from gas make-up air units.

LIEC provides heating and cooling services to six residential buildings in the ADEU service area, the large commercial development at “Central at Garden City”, the Richmond Jamatkhana temple and Fire Hall #3, in total connecting over 1450 residential units and over 1.6 million square feet of floor area. While some electricity is consumed for pumping and equipment operations, almost 100% of this energy is currently produced locally from the geo-exchange fields in the greenway corridor and West Cambie Park, and highly efficient air source heat pumps. The backup and peaking natural gas boilers and cooling towers in the energy centre have operated for only a few days throughout the system’s operation to date. LIEC staff estimate that this has eliminated 2,340 tonnes of GHG emissions in the community.

The City has continued to secure commitments that new developments in potential DEU service areas will be “District Energy Ready” through rezoning, development and building permit processes. This means that new developments in appropriate potential service areas are built with in-building mechanical systems that are compatible with district energy connection for space heating and domestic water heating.

LIEC is continuing to work with Corix on the City Centre DEU due diligence process as per the executed MOU. This work includes the development and analysis of long term DEU servicing strategies for the City Centre area. Staff are expecting to report to Council on the outcomes of this due diligence process in early 2019.

As the City Centre DEU due diligence process has advanced, staff saw the opportunity to secure a customer base for the immediate implementation of greenhouse gas emissions reduction through the rezoning and/or OCP amendment application process. Six development applicants have committed to construct and transfer energy plants to the City or LIEC through either of these processes, so that LIEC can provide immediate service to these customers. The commitment for these developments to construct and transfer energy plants to the City or LIEC was subject to adoption of a DEU service area bylaw pertaining to these sites. LIEC and City staff subsequently developed the CCDEU Bylaw to secure commitments from the first five developments, which Council adopted in September 2018. Council amended the CCDEU Bylaw to include the Richmond Centre Mall development in October 2018.

The Polygon Fiorella rezoning application (RZ 17-778835) was granted third reading at the Public Hearing held on May 22, 2018. The applicant is actively working to fulfill the rezoning considerations and advance the associated Development Permit for the project to the City’s Development Permit Panel for consideration.

Analysis

The Polygon Fiorella development is estimated to consist of approximately 175,000ft² of residential space.

Expanding the City Centre District Energy Utility service area to include a development of this type results in the following direct benefits:

- Immediate reduction of greenhouse gas (GHG) emissions compared to business as usual;
- Immediate connectivity opportunity with the future low carbon district energy system;
- Expansion of LIEC's customer base under a positive stand-alone business case while the City Centre strategy develops;
- Increasing community's energy resiliency; and
- Providing financial and environmental stability to customers, mitigating potential volatility in energy costs.

City and LIEC staff met with the developer's representatives and, through the rezoning application, obtained their commitment to design and construct a low carbon energy plant, and transfer its ownership to the City or LIEC at no cost to the City or LIEC so that LIEC can provide immediate service to the customer and start immediate implementation of GHG emission reduction.

The LIEC Board of Directors has reviewed this opportunity and recommends expanding the City Centre District Energy Utility service area to include the development located at 3551, 3571, 3591, 3611 and 3631 Sexsmith Road.

In order to address this and other business development opportunities already approved by Council and LIEC Board in the City Centre DEU service area, ongoing growth and expansion of ADEU and OVDEU, and management of LIEC assets, the need for additional staff member has been identified. LIEC staff have recommended to the Board that one regular full time Assistant Project Manager be hired with the primary responsibility to support district energy approvals process coordination, grant funding applications coordination, implementation and management of information and communication technology. This position will also allow existing staff to focus further on the operational improvements of the existing customers and infrastructure and further business expansion as directed by Council and LIEC Board. 2019 LIEC operating budget approved by the Board and presented to Council at January 9, 2019 Finance Committee had accounted for the cost of this new position. As a part of the mandate given by Council to LIEC Board to manage the business and affairs of the LIEC, LIEC Board will consider creation of this new staff position.

Financial Impact

None. The low carbon energy system will be designed and constructed by developers at their cost. Costs incurred by LIEC for engineering support and operations and maintenance will be funded from the existing and future LIEC capital and operating budgets. All LIEC costs will be recovered from customers' fees.

Conclusion

Expanding the service area for the City Centre District Energy Utility Bylaw No. 9895 as proposed will allow for immediate provision of low carbon energy and in turn immediate avoidance of GHG emissions from a large development in Richmond's City Centre area. It would also provide the new Polygon Fiorella development an immediate connectivity opportunity with the future district energy system which is currently in development. The project will increase the community's energy resiliency by taking advantage of the district energy system's ability to utilize different fuel sources and future fuel switching capability of the technology.

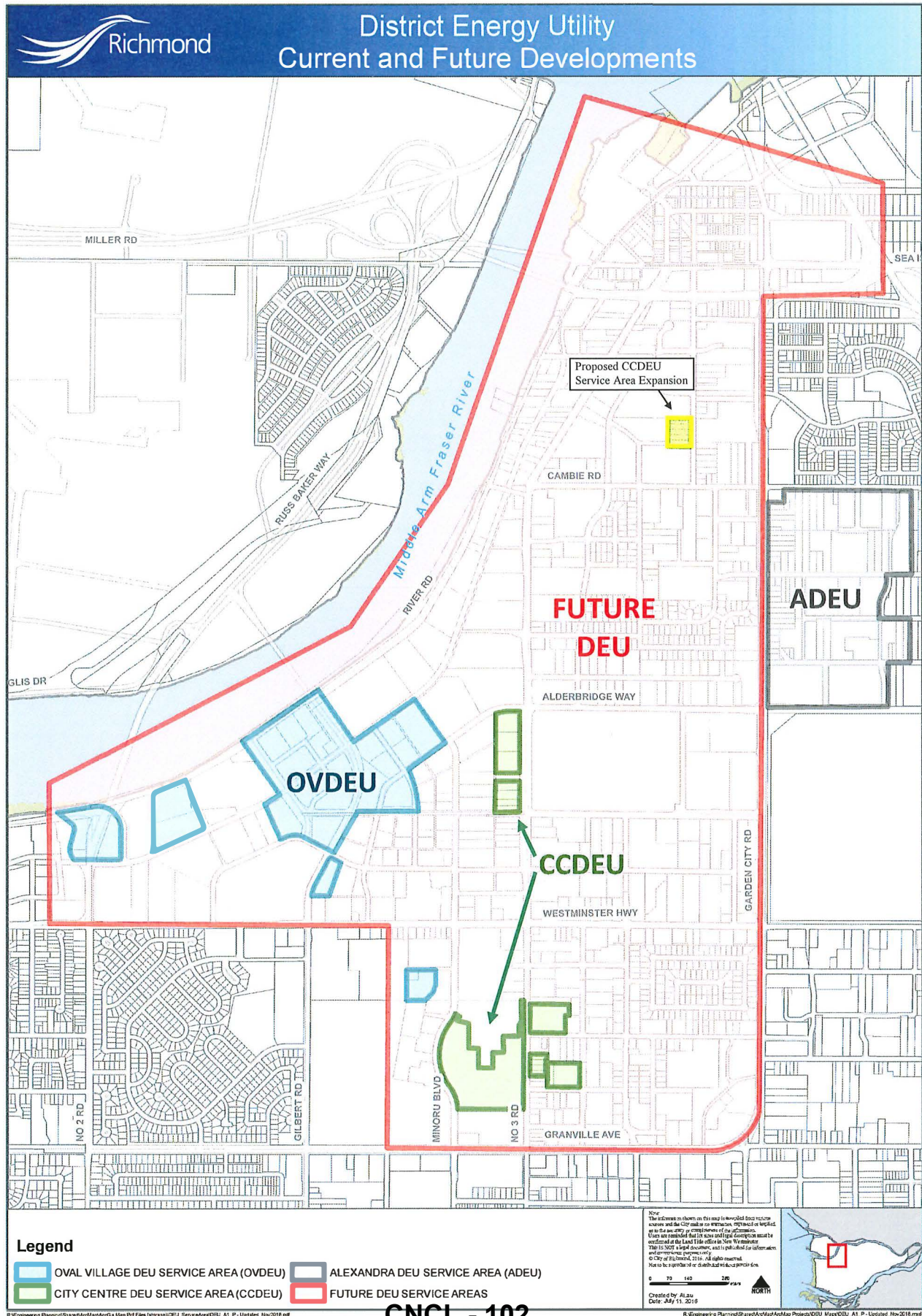
For: 

Peter Russell, MCIP RPP
Senior Manager, Sustainability and District Energy
(604-276-4130)

PRcd

Att. 1: Map of Current and Future District Energy Utility Areas in Richmond

Attachment 1 – Map of Current and Future District Energy Utility Areas in Richmond





**City Centre District Energy Utility Bylaw No. 9895
Amendment Bylaw No. 9947**

The Council of the City of Richmond enacts as follows:

1. The **City Centre District Energy Utility Bylaw No. 9895** is further amended:
 - (a) by deleting Schedule A (Boundaries of Service Area) in its entirety and replacing with a new Schedule A attached as Schedule A to this Amendment Bylaw; and
 - (b) by deleting Schedule E (Energy Generation Plant Designated Properties) in its entirety and replacing with a new Schedule E attached as Schedule B to this Amendment Bylaw.
2. This Bylaw is cited as “**City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 9947**”.

FIRST READING

SECOND READING

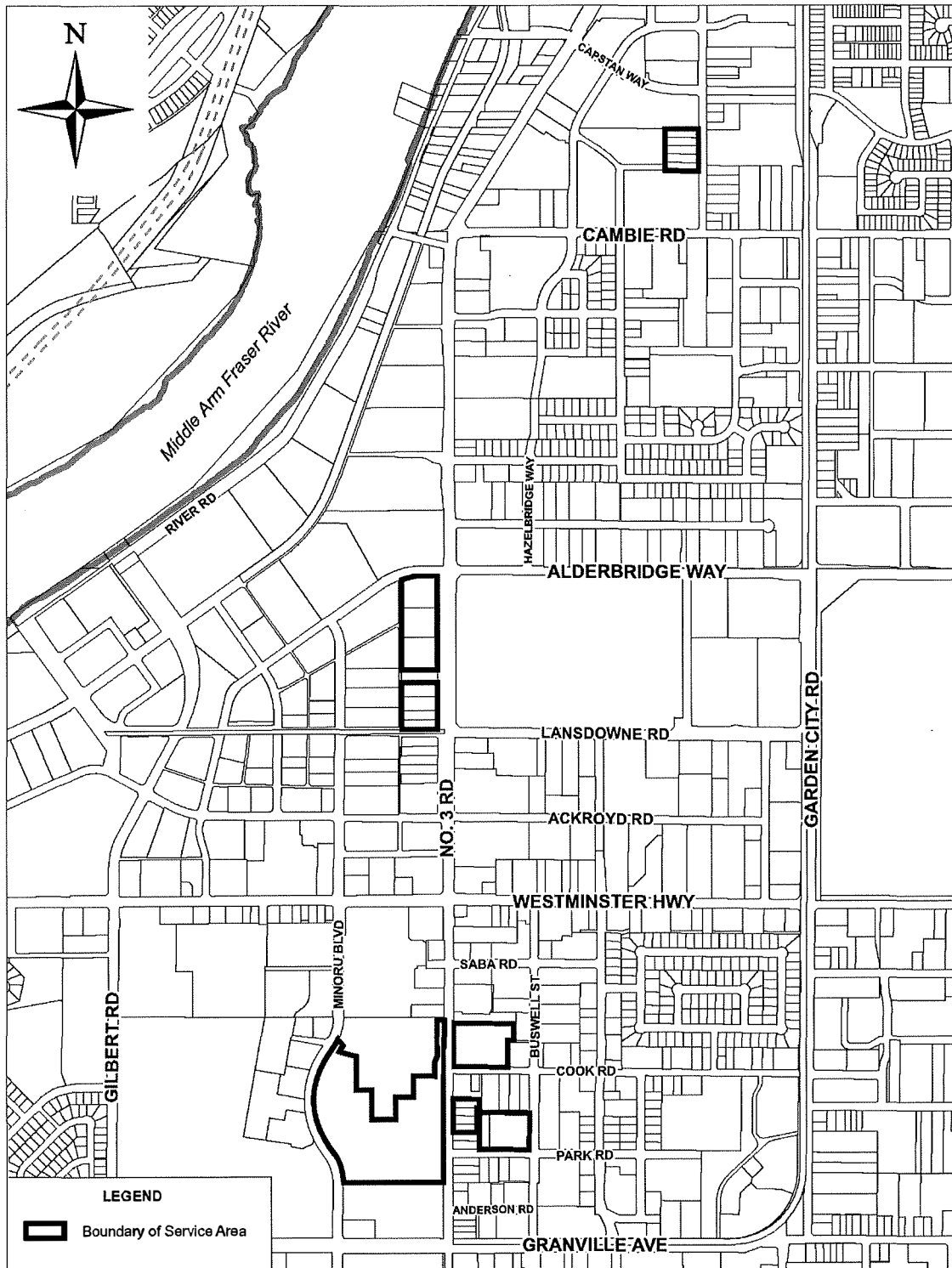
THIRD READING

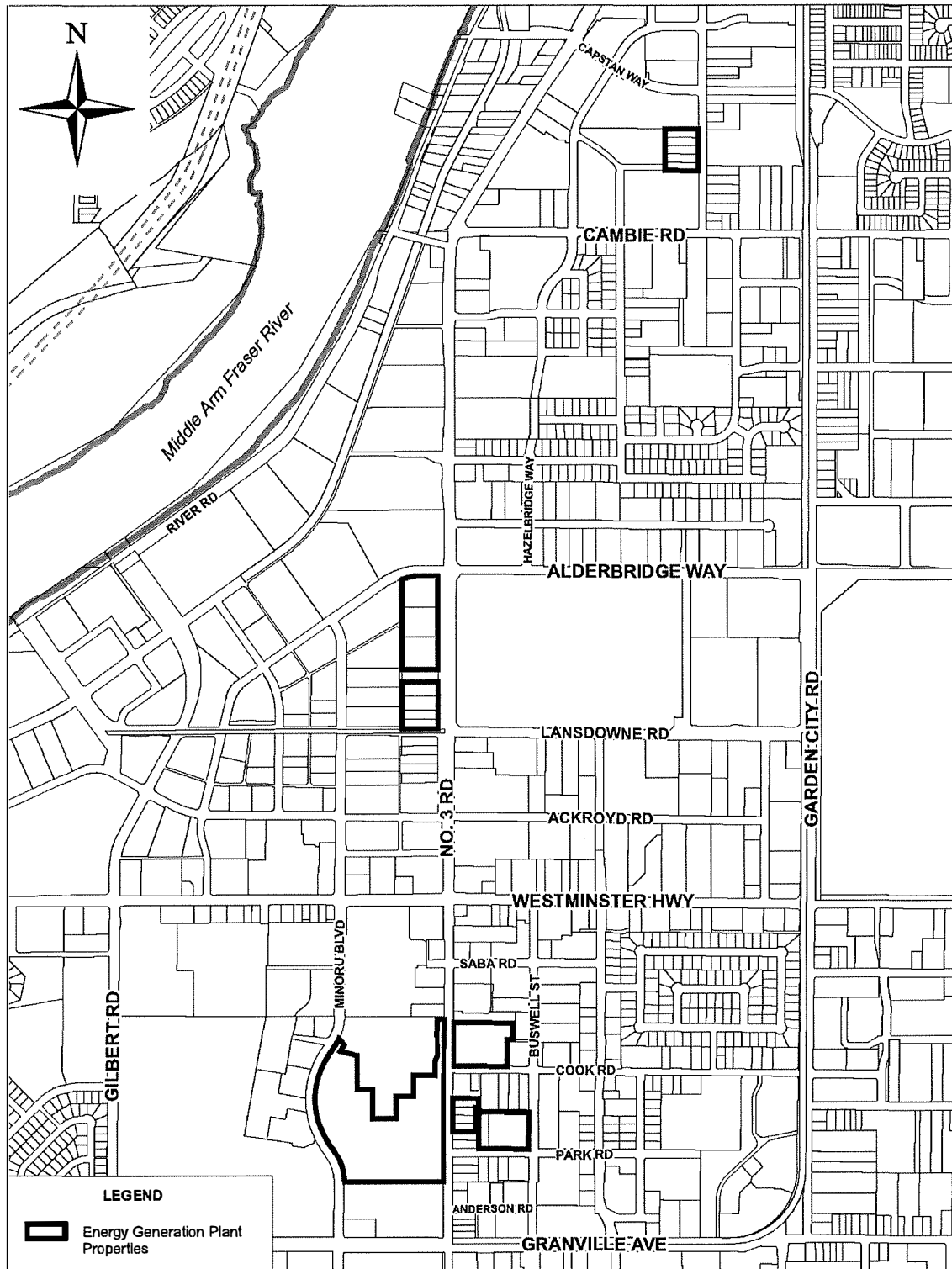
ADOPTED

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

MAYOR

CORPORATE OFFICER

Schedule A to Amendment Bylaw No. 9921***SCHEDULE A to BYLAW NO. 9895******Boundaries of Service Area***

Schedule B to Amendment Bylaw No. 9921***SCHEDULE E to BYLAW NO. 9895******Energy Generation Plant Designated Properties***



City of Richmond

Report to Committee

To: Planning Committee **Date:** December 18, 2018
From: Kim Somerville
Manager, Community Social Development **File:** 08-4057-05/2018-Vol
01
Re: **Housing Agreement Bylaw No. 9959 to Permit the City of Richmond to Secure Affordable Housing Units at 6560, 6600, 6640 and 6700 No. 3 Road (Bene Richmond Development Ltd.)**

Staff Recommendation

That Housing Agreement (6560, 6600, 6640 and 6700 No. 3 Road) Bylaw No. 9959 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Affordable Housing Units required by the Rezoning Application RZ 15-694855.

Kim Somerville
Manager, Community Social Development
(604-247-4671)

Att. 1

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

Staff Report

Origin

The purpose of this report is to recommend that Council adopt Housing Agreement Bylaw No. 9959 to secure at least 698 m² (7,510 ft²) or nine affordable housing units in the proposed development located at 6560, 6600, 6640 and 6700 No. 3 Road (Attachment 1).

This report and bylaw supports Council's 2014-2018 Term Goal #2 A Vibrant, Active and Connected City:

Continue the development and implementation of an excellent and accessible system of programs, services, and public spaces that reflect Richmond's demographics, rich heritage, diverse needs, and unique opportunities, and that facilitate active, caring, and connected communities.

This report and bylaw also supports Council's 2014-2018 Term Goal #3 A Well-Planned Community:

Adhere to effective planning and growth management practices to maintain and enhance the livability, sustainability and desirability of our City and its neighbourhoods, and to ensure the results match the intentions of our policies and bylaws.

This report also supports the Social Development Strategy Goal #1: Enhance Social Equity and Inclusion:

Strategic Direction #1: Expand Housing Choices

This report and bylaw are also consistent with the Richmond Affordable Housing Strategy, 2017–2027 adopted on March 12, 2018, which specifies the creation of affordable rental housing units as a key housing priority for the City. As the rezoning application was received prior to July 24, 2017, it is subject to grandfathering of the five per cent affordable housing contribution rate. This rezoning introduces the development of a total of approximately 166 residential units (RZ 15-694855).

Rezoning Application RZ 15-694855 was given second and third readings at the Public Hearing on June 18, 2018 for the redevelopment of 6560, 6600, 6640 and 6700 No. 3 Road. The registration of a Housing Agreement and Housing Covenant are conditions of the Rezoning Application, which secures nine affordable housing units with maximum rental rates and tenant income as established by the City's Affordable Housing Strategy.

The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9959) is presented. It is recommended that the Bylaw be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

Analysis

The nine affordable housing units proposed represent five per cent of the total residential floor area and six of these units will be family-friendly two and three bedroom units. All of the units have been designed to Basic Universal Housing standards. The nine affordable housing units will be clustered on levels 5, 6, and 7 on the north east corner of the development. As the applicant has agreed to enter into a partnership with a non-profit housing operator to manage the development's affordable housing units, the City has accepted clustering of the required affordable housing units.

The subject development application involves a development consisting of approximately 166 residential units including nine affordable rental housing units. The affordable housing units anticipated to be delivered are as follows:

Unit Type	Affordable Housing Strategy Requirements			Project Targets
	Min. Permitted Unit Area	Max. Monthly Unit Rent*	Total Max. Household Income*	# of Units
Studio	37 m ² (400 ft ²)	\$811	\$34,650 or less	3
2-BR	69 m ² (741 ft ²)	\$1,218	\$46,800 or less	3
3-BR	91 m ² (980 ft ²)	\$1,480	\$58,050 or less	3
TOTAL	698 m² (7,510 ft²)	Varies	Varies	9

*To be adjusted annually based on the terms of the Housing Agreement.

The Housing Agreement restricts the annual household incomes and maximum rents for eligible occupants and specifies that the units must be made available at affordable rental housing rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The Agreement also specifies that occupants of the affordable rental housing units shall have unlimited access to all required residential indoor and outdoor amenity spaces as well as all required affordable housing parking spaces and associated shared facilities (e.g. visitor parking, bike storage, bike maintenance and loading) in the development. Affordable housing tenants will not be charged additional costs (i.e. move in/move out fees). The Agreement also restricts the owner from imposing any age-based restrictions on the tenants of the affordable housing units. The applicant has agreed to the terms and conditions of the Housing Agreement and to register notice of the Housing Agreement on title to secure the nine affordable rental units.

Financial Impact

None.


Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 9959 is required to permit the City to enter into a Housing Agreement which together with the housing

December 18, 2018

- 4 -

covenant will act to secure nine affordable rental units that are proposed in association with Rezoning Application RZ 15-694855.

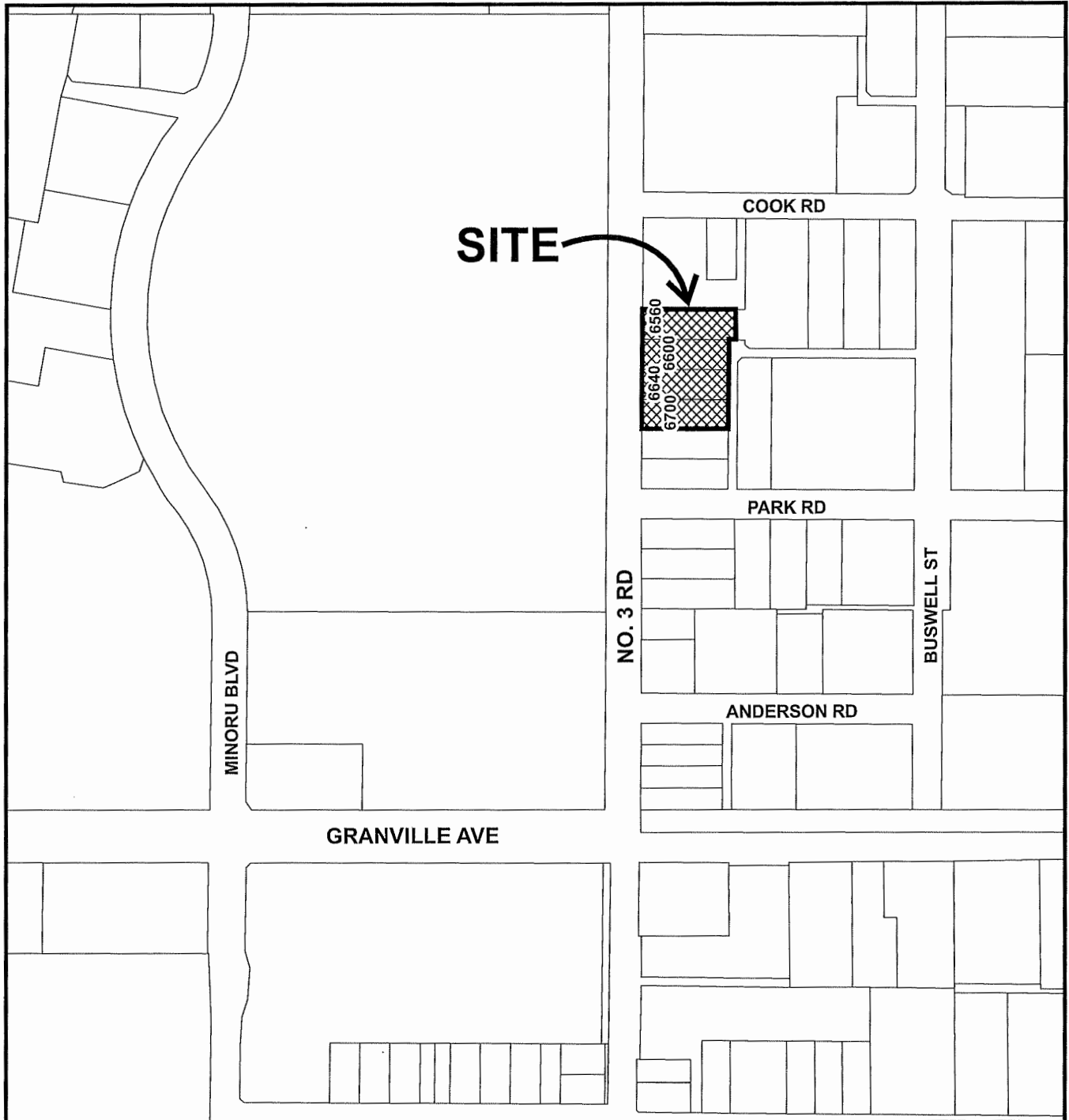


Cody Spencer
Program Manager, Affordable Housing
(604-247-4916)

Att. 1: Map of 6560, 6600, 6640 and 6700 No. 3 Road



City of
Richmond



6560, 6600, 6640 and
6700 No. 3 Road
CNCL - 110

Original Date: 10/30/18

Revision Date:

Note: Dimensions are in METRES



City of Richmond

Bylaw 9959

Housing Agreement (6560, 6600, 6640 and 6700 No. 3 Road) Bylaw No. 9959

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: 003-433-005 Lot 4 Section 9 Block 4 North Range 6 West New Westminster
District Plan 7312

PID: 003-420-418 Lot 129 Section 9 Block 4 North Range 6 West New Westminster
District Plan 25835

PID: 003-420-370 Lot 128 Section 9 Block 4 North Range 6 West New Westminster
District Plan 25835

PID: 001-468-375 Lot 127 Section 9 Block 4 North Range 6 West New Westminster
District Plan 25685

This Bylaw is cited as **Housing Agreement (6560, 6600, 6640 and 6700 No. 3 Road) Bylaw No. 9959**

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept. <i>LS</i>
APPROVED for legality by Solicitor <i>JH</i>

MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (6560, 6600, 6640 and 6700 No. 3 Road) Bylaw No. 9959

HOUSING AGREEMENT BETWEEN BENE RICHMOND DEVELOPMENT LTD. AND
THE CITY OF RICHMOND

HOUSING AGREEMENT
(Section 483 Local Government Act)

THIS AGREEMENT is dated for reference November _____, 2018,

BETWEEN:

BENE (RICHMOND) DEVELOPMENT LTD. (BC0974579), a
company duly incorporated under the laws of the Province of British
Columbia and having its registered office at 148 – 13071 Vanier Place,
Richmond BC V6V 2J1

(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;
- B. The Owner is the owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) 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 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 Unit charged by this Agreement;
- (c) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **"Building"** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel will be a Building for the purpose of this Agreement;
- (e) **"Building Permit"** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) **"City"** means the City of Richmond;
- (g) **"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;
- (h) **"Common Amenities"** means all indoor and outdoor areas, recreational facilities and amenities that are designated for common use of all residential occupants of the Developments, or all Tenants of Affordable Housing Units in the Development, through the Development Permit process, including without limitation visitor parking, the required affordable housing parking, loading bays, bicycle storage, electric vehicle charging stations, fitness facilities, outdoor recreation facilities, and related access routes;
- (i) **"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;

- (j) **“Daily Amount”** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, 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 shall be final and conclusive;
- (k) **“Development”** means the mixed-use residential, office and commercial development to be constructed on the Lands;
- (l) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (m) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (n) **“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 and includes, where the context permits, an Affordable Housing Unit;
- (o) **“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; or
 - (iv) in respect to a three or more bedroom unit, \$58,050.00 or less

provided that, commencing January 1, 2019, the annual incomes set-out above shall 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 shall 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 shall be final and conclusive;

- (p) **“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;
- (q) **"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;
- (r) **"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;
- (s) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (t) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (u) **"Lands"** means certain lands and premises legally described as:
 - (i) PID: 003-433-005, Lot 4 Section 9 Block 4 North Range 6 West New Westminster District Plan 7312;
 - (ii) PID: 003-420-418, Lot 129 Section 9 Block 4 North Range 6 West New Westminster District Plan 25835;
 - (iii) PID: 003-420-370, Lot 128 Section 9 Block 4 North Range 6 West New Westminster District Plan 25835; and
 - (iv) PID: 001-468-375, Lot 127 Section 9 Block 4 North Range 6 West New Westminster District Plan 25685,

as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (v) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (w) **"LTO"** means the New Westminster Land Title Office or its successor;
- (x) **"Manager, Community Social Development"** means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (y) **"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;

(z) **“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, 2019, the rents set-out above shall 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 shall 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 shall be final and conclusive;

- (aa) **“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;
- (bb) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (cc) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (dd) **“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*;
- (ee) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and

- (ff) “**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;
- (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"; and
- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

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. 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 must, 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 Appendix A, sworn by 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 shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City 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) 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 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.

ARTICLE 3
DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than all Affordable Housing Units located in the Development 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 all the Affordable Housing Units located in the Development. Without limiting the foregoing, the Owner shall not Subdivide the Lands in a manner that creates one or more Affordable Housing Units into a separate air space parcel without the prior written consent of the City;
- 3.3 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 the Tenant’s annual income once per calendar year;
- (ii) number of occupants of the Affordable Housing Unit;
- (iii) number of occupants of the Affordable Housing Unit under 18 years of age;
- (iv) number of occupants of the Affordable Housing Unit over 65 years of age;
- (v) a statement of before tax employment income for all occupants over 18 years of age; and

- (vi) total income for all occupants of the Affordable Housing Unit;”
 - (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.
- 3.4 At all times that this Agreement encumbers the Lands, the Owner shall retain and maintain in place a non-profit organization acceptable to the City to operate and manage all of the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant. All Affordable Housing Units must be managed and operated by one non-profit organization.
- Without limiting the foregoing, the non-profit organization retained pursuant to this section 3.4 must have as one of its prime objectives the operation of affordable housing within the City of Richmond. At the request of the City, from time to time, the Owner shall deliver to the City a copy the agreement (fully signed and current) with the non-profit organization, to evidence the Owner’s compliance with this Section 3.4.
- 3.5 If the Owner sells or transfers any Affordable Housing Units, 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 must 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 Common Amenities in the Development and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
 - (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) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or

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*Housing Agreement (Section 483 Local Government Act)
6560, 6600, 6640 and 6700 No. 3 Road
Application No. RZ 15-694855 Bylaw 9855
Rezoning Consideration No. 7*

amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities;

- (v) extra charges or fees for the use of sanitary sewer, storm sewer, water; or
- (vi) 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:

- (vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure); and
- (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant;

- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) 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;
- (g) 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(o) 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; and/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, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.6(g)(ii) of this

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*Housing Agreement (Section 483 Local Government Act)
6560, 6600, 6640 and 6700 No. 3 Road
Application No. RZ 15-694855 Bylaw 9855
Rezoning Consideration No. 7*

Agreement [Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(o) of this Agreement], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.6(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (h) 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
 - (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.7 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.8 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.

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 Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

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

Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this 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 rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, will have no force and effect, unless expressly permitted by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall 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 Amenities, 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 shall 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 charging stations or related facilities contrary to section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy parking, bicycle storage, electric vehicle 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;
- 5.6 The strata corporation shall 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 Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation, 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 applicable strata plan.

**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;
 - (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent;

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*Housing Agreement (Section 483 Local Government Act)
6560, 6600, 6640 and 6700 No. 3 Road
Application No. RZ 15-694855 Bylaw 9855
Rezoning Consideration No. 7*

- (c) an Affordable Housing Unit is operated and maintained by an entity that is not a non-profit organization acceptable to the City (as contemplated in Section 3.4); or
- (d) 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 ten 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 shall 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 common property sheet; and
- (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. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise un-amended. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

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

Subject to section 7.1 of this Agreement, 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 covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units in accordance with this Agreement 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. Notwithstanding the foregoing, and without limiting anything in this Agreement, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

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 shall, 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 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 shall be joint and several.

7.23 Limitation on Owner's Obligations

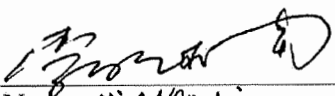
The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while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

[Execution blocks follow]

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

BENE (RICHMOND) DEVELOPMENT LTD.

by its authorized signatory(ies):

Per: 
Name: Ming Nan Li

Per: _____
Name: _____

CITY OF RICHMOND

by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
David Weber, Corporate Officer

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

Appendix 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 COLUMBIA	)	(street address), British Columbia, and Housing
	)	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. 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;

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

A Notary Public and a Commissioner for
taking Affidavits in and for the Province of
British Columbia

CNCL - 133

Example

	Unit #	Unit Type	# of Occupants	Related to owner	Total under age 18	Total over age 65	Before-tax Employment Income (if tenant is over age 18)	Other Income (if tenant is over age 18)	Income Verification Received	Total Income of all Tenants	Eligible Tenant? (Y/N)	Monthly Rent	Planned rent for next year (20__)	Parking fee(s)	Move-In/Move-out fee(s)	Storage Fee(s)	Amenity Usage Fee(s)
1	805	2br	3	N	1	0	\$25,000	NA	Y	\$40,000	Y	\$1,218	\$1,248	\$50/month	No	No	No
				N			\$15,000	NA	Y								
				N			NA	NA	NA								
2																	
3																	
4																	
5																	
6																	

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Housing Agreement (Section 483 Local Government Act)
6560, 6600, 6640 and 6700 No. 3 Road
Application No. RZ 15-694855 Bylaw 9855
Rezoning Consideration No. 7



City of Richmond

Report to Committee

To: Planning Committee
From: Kim Somerville
Manager, Community Social Development
Date: January 2, 2019
File: 07-3000-01/2019-
Vol 01
Re: **Richmond Community Services Advisory Committee (RCSAC) 2018 Annual Report and 2019 Work Plan**

Staff Recommendation

That the staff report titled "Richmond Community Services Advisory Committee (RCSAC) 2018 Annual Report and 2019 Work Plan," dated January 2, 2019, from the Manager, Community Social Development, be approved.

Kim Somerville
Manager, Community Social Development
(604-247-4671)

Att. 4

REPORT CONCURRENCE	
CONCURRENCE OF GENERAL MANAGER	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS:
APPROVED BY CAO	

Staff Report

Origin

The mandate of the Richmond Community Services Advisory Committee (RCSAC) is to encourage and promote social policies and community services that contribute to the well-being and quality of life of Richmond residents and to develop the capacity of the community service sector.

While an advisory body, the RCSAC is only partially a City-appointed committee (i.e., only two citizen representatives are Council-appointed). The City supports the RCSAC by providing an annual operating budget, a Council Liaison and a Staff Liaison.

This report presents the RCSAC 2018 Annual Report (Attachment 1) and proposed 2019 Work Plan (Attachment 2).

This report supports Council's 2014-2018 Term Goal #2 A Vibrant, Active and Connected City:

Continue the development and implementation of an excellent and accessible system of programs, services, and public spaces that reflect Richmond's demographics, rich heritage, diverse needs, and unique opportunities, and that facilitate active, caring, and connected communities.

2.2. *Effective social service networks.*

2.3. *Outstanding places, programs and services that support active living, wellness and a sense of belonging.*

This report also supports Social Development Strategy (2013-2022) Action 38:

Nurture and enhance existing communication channels and networks with community agencies (e.g. through staff support to the Richmond Community Services Advisory Committee, participation in networking groups).

Analysis

RCSAC Charter

As indicated in the RCSAC Charter (Attachment 4), the mission of this advisory committee is "to encourage and promote those social policies and community services which contribute to the general health, welfare and quality of life of the residents of Richmond, and to increase inter-agency relations and cooperation in order to enhance community capacity". Their mandate is described in the attached Charter as:

Section A

The RCSAC shall advise Richmond City Council and may, in consultation with City Council, make representations to other policy-making bodies on the following:

1. *Policies that encourage cooperative planning and delivery of community services to ensure optimum efficiency and effectiveness;*
2. *Social issues/concerns that have an impact on community services, special needs groups and the quality of life in the community;*
3. *Community impact of governmental changes to policies and/or programs affecting Richmond's community services; and*
4. *Any other matters that may be referred by Richmond City Council, RCSAC member groups and the community at large.*

Section B

1. *Coordination of activities and information sharing between the voluntary and public sector.*

The RCSAC also has separate "Operating Policies and Procedures" describing membership, structure and procedures.

2018 Annual Report

The 2018 RCSAC Annual Report, based on a number of Council Term Goals (2014–2018) (Attachment 1), includes the following highlights:

- The Non-Profit Organization (NPO) Space Needs Survey was completed using the Let's Talk Richmond platform and a report prepared for presentation to Council in the first quarter of 2019;
- A Communication Tool was sent to Council regarding the Overdose Prevention and Education Network, a community coalition brought together by Richmond Addiction Services to address the opioid overdose crisis. Community forums were held with service providers and the public to increase awareness and promote prevention. This work was continued by a Community Action Team stakeholder group, led by Vancouver Coastal Health, with a grant from the provincial government.
- A Legalization of Cannabis Task Group was formed, resulting in a workshop for parents held at Cambie Secondary School to increase understanding of the legal changes and discuss issues related to cannabis use.

2019 Work Plan

Highlights of the RCSAC's 2019 Work Plan include:

- Presenting the Non-Profit Space Needs Survey Communication Tool and Report to Council in the first quarter of 2019;
- Continuing to update an inventory of community-based tables and committees relevant to social services;
- Expanding the RCSAC on-line calendar indicating dates and times of addictions and mental health services and programs;

- Working collaboratively with other Richmond organizations to provide information regarding affordable housing needs;
- Providing information to Council regarding the impact of Federal and Provincial policy and funding decisions on Richmond services;
- Hosting an annual information sharing meeting with Richmond MLAs as well as provincial ministers; and
- Continuing to apprise Council of matters affecting community agencies and Richmond residents.

As indicated, this work program will be revised as necessary, based on emerging issues as well as future Council priorities.

Financial Impact

There is no financial impact.

Conclusion

The RCSAC 2019 Work Plan is designed to reflect Council Term Goals (2014–2018) and to advance Social Development Strategy (2013–2022) actions by strengthening social infrastructure and addressing emerging issues impacting the community. Through its annual work plans, the RCSAC continues to play a vital role in sustaining and enhancing the social well-being of Richmond residents.



Lesley Sherlock
Social Planner
(604-276-4220)

- Att. 1: RCSAC 2018 Final Annual Report
2: RCSAC 2019 Work Plan and Budget
3: RCSAC Community Table /Committees Inventory
4: RCSAC Charter



RCSAC | **Richmond Community Services
Advisory Committee**

2018 Final Report

2018 RCSAC Executive Committee Report

2018 Executive Committee Membership:

Kathie Chiu, Salvation Army	Co-Chair
Lonnie Belfer, Avia Employment Services	Co-Chair
Rick Dubras, Richmond Addictions Services Society	Treasurer
Janice Lambert, Richmond Family Place	Member-at-Large
Ling Chu, SUCCESS	Member-at-Large
Councillor Derek Dang	City Council Liaison
Lesley Sherlock	City Staff Liaison

Results of Executive Elections at the November 8, 2018 Annual General Meeting

As documented in the RCSAC Operating Policies and Procedures, members on the Executive, with the exception of the Co-Chair positions, hold their positions for a period of one year. Elections are held at the November Annual General Meeting (AGM) to elect/re-elect committee members to their respective executive roles. The results of the elections were:

Co-Chair	Lonnie Belfer, Avia Employment Services (2 nd year)
Co-Chair	Sarah Louie, Atira Women Resources Society (1 st year)
Treasurer	Rick Dubras, Richmond Addiction Services Society
Members-at-Large	Janice Lambert, Richmond Family Place
	Ling Chu, SUCCESS
	Calum Scott, Family Services of Greater Vancouver

Executive Committee Summary of 2018 Activities:

Membership

Membership has remained at 40 members with slight changes in organizations joining and leaving throughout the year. Four new organizations joined the RCSAC in 2018 (Atira Women's Resource Society, Coast Mental Health, Pacific Family Autism Network, and United Way of the Lower Mainland).

RCSAC Action Groups

The RCSAC does not have standing sub-committees, but rather has ad hoc, time-limited action groups to address specific concerns or accomplish specific tasks. The following action groups were active in 2018:

- Addictions and Mental Health
- Food Systems
- NPO Space Needs
- Youth Task Force
- Website
- Regulation of Cannabis

Additionally, the RCSAC receives monthly reports from the City of Richmond's Homelessness Strategy team to keep the RCSAC informed on housing and homelessness issues.

Action Group Reports

Addictions and Mental Health

Membership:

Brenda Plant, Belinda Boyd, Kathie Chiu, Rick Dubras, Heather Hall, Jennifer Chow, Jamie Smulders, Una Mulhall, Judy Valsonis (stepped down during the year), Stasa Pasic, Ling Chu, Morgan Meloche

Mandate:

To work in an advisory capacity to the City of Richmond on issues related to Addictions and Mental Health (AMH); to enhance the continuum of AMH services in Richmond; and to develop partnerships and identify funding sources for the implementation of AMH working group initiatives.

Activities:

Many of the initiatives of the AMH Working Group during the year were informed by the work being done in our community to address the current opioid crisis and the impact this is having on Richmond's most vulnerable citizens. Highlights include supporting the development of a Cannabis Legalization sub-task group (reporting separately); attending and participating in OPEN (the Overdose Prevention and Education Network) event hosted by Richmond Addiction Services in February; advocating and supporting the development of Modular Housing in Richmond; participating as members and contributing to the work of Richmond's Community Action Team (CAT); and ensuring local agencies have access to Naloxone training and supplies.

In March 2018, Richmond obtained its first Assertive Community Treatment (ACT) Team, operated by Raincity Housing. ACT is a recovery-oriented mental health service delivery model that uses a psychosocial rehabilitation approach. ACT serves clients living with complex mental illnesses and substance use disorders, as well as significant functional impairments, who may have gone without appropriate services because of the limitations of traditional mental health services. Those who access ACT services are often over-represented among the homeless, jails, and correctional facilities, and have been unfairly thought to resist or avoid involvement in treatment.

The Resource Guide for Richmond was updated by the OARS program. Over 350 copies were produced and circulated. The Richmond Addiction and Mental Health Resources Wallet Card has also been updated and will be printed and circulated in the coming weeks.

The RCSAC AMH Working Group continues to seek funding opportunities to update the Gaps Analysis Report from 2012. A Working Group member agency will apply for funding for a summer student again this year to help with this work in the absence of other funding sources.

Non-Profit Organization Space Needs

Membership:

Janice Barr, Rick Dubras, Janice Lambert, Sandy McIntosh, Judy Valsonis

Mandate:

To explore the space needs of Richmond's NPOs and find collaborative solutions to report back to the RCSAC on those needs.

Activities:

The final phase of the NPO Space Needs survey and report has been completed. The results of the Richmond Non-Profit Social Purpose Space Needs Survey were presented to the RCSAC in September. The Action Team prepared a Communication Tool and Report for presentation to City Council in early 2019.

Youth

Membership:

Danny Taylor

Mandate:

To help identify opportunities to support integrated youth service delivery that accommodate the health, social, and recreational needs of Richmond youth.

Activities:

Our fundamental approach to accomplish this task has been the development of the youth website www.whatsuprichmond.ca. In 2018 we were able to honor our volunteer youth content manager, Shaun, with a gift card in thanks for his many hours of work to add updated information to this website. We have subsequently allowed the website to grow "stale" as things have been happening that will move the community toward establishing the Richmond Foundry youth services centre, which has a mandate to engage youth via the internet. Moving forward, Daniel Remedios, RASS Prevention Specialist responsible for youth engagement for Richmond Foundry, will chair the subcommittee to ensure that initiatives will complement Foundry youth engagement actions.

Website

Membership:

Rick Dubras, Lonnie Belfer, Jennifer Dieckmann

Mandate:

To update the RCSAC website and integrate an addiction and mental health services calendar into it.

Activities:

Ongoing updates to make website a useful tool for members to showcase events and activities, share contact information, centralized location to share ongoing calendared addiction and mental health services events and activities. The RCSAC website also stores ongoing Advisory committee minutes, reports and member information.

Regulation of Cannabis

Membership:

Ling Chiu, Cathy Nelson, Morgan Meloche, Belinda Boyd, & Rick Dubras

Mandate:

This task group was formed to help educate the community around the legalization of marijuana and the language being used in the media and in bylaw terminology.

Activities:

The first meeting was held in the fall of 2017 in response to the committee members who were concerned about the changes that were expected in 2018. Fortunately, the legalization of cannabis did not occur until October 17, 2018 which gave this committee some more time to plan some community intervention.

The task group met and recommendations were made to host some community events to help educate, engage and help create better understanding of the changes that were to occur with the regulation of Cannabis by the Federal government.

Importantly, a parent oriented workshop was hosted at Cambie High School with over 40 parents in attendance. An engaged panel helped educate, engage and answer questions from parents dealing with these changes in their homes, and communities on October 17, 2018.

Unfortunately, funding has not been received to host a simultaneous translation event that would again help engage, educate and answer questions from the public. Richmond Addiction Services Society and partners are committed to ongoing engagement of our community to help support our youth and parents in our community regarding these changes.

Communications with the City of Richmond

The RCSAC sent the following communications to City Council to advise them on issues impacting Richmond's citizens and community services:

- Letter of support for the Temporary Modular Housing project
- Overdose Prevention and Education Network (OPEN) Communication Tool – to advise Council of stakeholder and public awareness events held to decrease stigma and prevent overdose

Community Tables/Committee Inventory

As per our 2018 Work Plan, the RCSAC maintains a Richmond Community Table/Committee Inventory. Please see the attached table for a current list of committees operating in Richmond.

Presentations

Community organizations presented to RCSAC at almost every RCSAC meeting on issues and topics vital to Richmond's community services. The organizations and topics include:

- January: City staff re: Accessibility & Inclusion
- February: City staff re: Seniors Services in Richmond
- March: BC Community Response Networks (BCCRN)
- April: AVIA Employment Services re: Programs; RASS re: Overdose Prevention
- May: City staff re: Cannabis Regulation and the City's Role
- June: City staff re: Civic Election Accessibility
- September: Vancouver Coastal Health re: Richmond Food Asset Map
- October: Richmond Addiction Services re: Foundry Richmond
- November: RCSAC AGM; City staff re: Permissive Tax Exemption
- December: The Hon. Shane Simpson, Minister of Social Development and Poverty Reduction re: Information Exchange

Financial

A 2018 financial report and proposed 2019 budget was drafted by the Treasurer and approved by the membership at the RCSAC's November AGM.

The RCSAC has continued to operate without an increase in the City Grant. Revenue from membership fees has remained steady. The RCSAC has continued to track and manage expenses effectively in 2018.

RCSAC 2018 Membership

Organization	Representative(s)
Voting Members	
Atira Women's Resource Society	Sarah Louie, Janice Abbott
Avia Employment Services	Lonnie Belfer, Vanessa Fabbro
BC Responsible and Problem Gambling	Phyllis Chan
Boys and Girls Club of South Coast BC	Jason Lee, Natalie Lutz
Chimo Community Services	Tabitha Geraghty
Citizen Appointee	Hamid Ghanbari
Citizen Appointee	Olivia Chia
Coast Foundation Society (Coast Mental Health)	Darell Burnham, Tamara Speiran, Gary Jimenez
Community Living BC	George Sartori
Connections Community Services Society	Jane Reed
Developmental Disabilities Association	Donna Cain, Tasia Alexis
Family Services of Greater Vancouver	Calum Scott, Karin Kirkpatrick, Lise Beauchesne
Pacific Autism Family Centre Society	Dawn McKenna
Pathways Clubhouse Richmond	Dave MacDonald
RCMP Richmond Detachment Mental Health Liaison	Constable Heather Hall

Organization	Representative(s)
Richmond Addictions Services Society	Rick Dubras, Clarence Chan
Richmond Cares, Richmond Gives	Jocelyn Wong, Carol Dickson
Richmond Caring Place Society	Sandy McIntosh
Richmond Centre for Disability	Ella Huang, Eileen Kalshoven
Richmond Children First	Helen Davidson, Kerry Watts
Richmond Division of Family Practice	Denise Ralph
Richmond Family and Youth Court Committee	Judith Nixon
Richmond Family Place Society	Janice Lambert, Dallin Porter
Richmond Food Bank Society	Hajira Hussain
Richmond Food Security Society	Ian Lai
Richmond Mental Health Consumer & Friends Society	Cory Tymich, Jennifer Campillo
Richmond Multicultural Community Services	Parm Grewal, Ashok Rattan
Richmond Poverty Response Committee	De Whalen
Richmond Seniors Advisory Committee	Sandra Gebhardt
Richmond Society for Community Living	Janice Barr, Sue Graf
Richmond Women's Resource Centre	Florence Yau, Shireen Gregorius, Tammi Belfer
S.U.C.C.E.S.S. Richmond Region	Ling Chu, Doris Lam
School District No. 38 (Richmond)	Sherry Elwood, Wendy Lim, Braunwyn Thompson
The Heart of Richmond AIDS Society	Carl Bailey
Salvation Army (Richmond Community Church)	Kathy Chiu (Major) Pastor/Corps Officer
Touchstone Family Services	Judy Valsonis, Dave Cooper
Turning Point Recovery Society	Morgan Meloche, Brenda Plant, Ted Paxton
United Way of the Lower Mainland	Maggie Karpilovski
Vancouver Coastal Health – Richmond (Public Health & Primary Care)	Carole Gillam, Nellie Hariri
Metro Vancouver Transit Police	Inspector Bruce Shipley, Cst Miles Teitelbaum
Non-Voting Members	
Council Liaison	Derek Dang
Staff Liaison	Lesley Sherlock

2018 RCSAC Work Plan Results

For the 2018 year, the RCSAC continued to link its annual work plan initiatives to the Richmond City Council Term Goals. Within this goal statement, the RCSAC focused on providing advice on Council's following priorities.

The RCSAC also highlighted several other areas to work towards in 2018 to ensure committee stability and to improve community agency engagement.

Council Term Goal 1.4

Effective interagency relationships and partnerships

Objectives

- To respond to Council requests for advice regarding community safety matters
- To provide a forum for Social Service Providers, Council Liaisons and City Staff, Citizen Appointees and Individual Members to collaborate, share, network and learn from one another, as well as from guest presenters from the City and community
- To identify, advise and provide recommendations to City Council and staff of trends, gaps and needs of our community

2018 Activities

- Provided Communication Tool to City Council for information purposes re. Overdose Prevention and Education Network (OPEN)
 - Heard presentations from various groups on topics relevant to RCSAC member organizations and Richmond social services
 - Action Group formed in response to the legalization of marijuana
 - Parent-oriented workshop was held by agencies at Cambie High School
-

Council Term Goal 2.2

Effective social service networks

Objectives

- To increase connections within the RCSAC membership
- To increase information and opportunities for RCSAC members to plan and promote community and social service events and activities
- To review and broaden the membership of the RCSAC and encourage organizations providing community and social services in the Richmond community to join.
- To increase administrative efficiency for RCSAC

2018 Activities

- Maintained the Community Table/Committee Inventory and included an update in the RCSAC 2018 Annual Report
 - Actively recruited potential member organizations
 - Continued upgrading and maintaining the RCSAC website to ensure that it can continue to be used and have relevance to member organizations
 - Completed the RCSAC 2018 Annual Report
-

Council Term Goal 3.4

Diversity of housing stock

Objectives

- Continue to support the implementation of the Affordable Housing Strategy
- Advise Council regarding the Affordable Housing Strategy Update

2018 Activities

- Received updates from the BC Non-Profit Housing Association regarding the Homelessness Needs Assessment and Strategy
 - Received formal and informal reports from member agencies
 - Sent letter of support for the Temporary Modular Housing project to Council
-

Council Term Goal 4.2

Innovative projects and initiatives to advance sustainability

Objectives

- The RCSAC will examine issues of food security and its inter-relation to community and social services in Richmond (e.g. intersection of food with physical and mental health, disease prevention, emergency food relief)
- Support the City as it advocates for a coordinated regional approach to enhance local food security
- Support the development of a food security action plan for the City of Richmond

2018 Activities

- Received a presentation from Vancouver Coastal Health about the Richmond Food Asset Map and informal reports from member agencies
-

Council Term Goal 5.1

Advancement of City priorities through strong intergovernmental relationships

Objectives

- To provide Council with information about the impact of provincial and federal funding decisions on social services agencies and Richmond residents

2018 Activities

- Results of the 2017 Social Services Funding and Space Needs Survey was presented to Council in January 2018
 - The Hon. Shane Simpson, Minister of Social Development and Poverty Reduction, spoke at the December General Meeting about the forthcoming B.C. Poverty Reduction Strategy and other social service matters
-

Council Term Goal 6.2

Infrastructure is reflective of and keeping pace with community need.

Objectives

- Identify space needs for non-profit societies within Richmond
- Identify housing and community space needs of RCSAC clients and member agencies

2018 Activities

- Completed the 2018 RCSAC Non-Profit Space Needs Survey hosted on Let's Talk Richmond
 - Prepared the RCSAC Non-profit Space Needs Report and Communication Tool for presentation to City Council in early 2019
-

Council Term Goal 9.2

Effective engagement strategies and tools.

Objectives

- To share and promote information and engagement opportunities to clients of member agencies
- To stay apprised of results of engagement tools and how they are impacting our clients

2018 Activities

- Sent out monthly updates to RCSAC member organizations that included community and agency updates
 - Welcomed 11 presentations on important topics relevant to member organizations
 - Encouraged information sharing at every RCSAC General Meeting
 - Let's Talk Richmond engagement opportunities circulated to members and their networks
-

Additional RCSAC Work Plan Activities

Objectives

- To increase connections within RCSAC members
- To increase information and opportunities RCSAC members can access to plan and promote community and social service events and activities
- To review and broaden the membership of RCSAC and encourage organizations providing community and social services in the Richmond community to join
- To increase administrative efficiency for RCSAC

2018 Activities

- Maintained the Community Committees and Tables list
- Attracted new RCSAC members
- Encouraged and facilitated sub-committees and task forces to collaborate on projects outside the scope of the RCSAC
- Promoted information sharing amongst member organizations
- Encouraged and facilitated advocacy amongst member organizations
- Continued updating and maintaining the RCSAC website

RCSAC 2018 Financial Statement

Balance Projected to be brought Forward December 31, 2017	\$3,602.67
Revenue	
City of Richmond	\$11,000.00
Membership Dues	\$915.00
Bank Interest	\$1.20
Sponsorship	\$0.00
Total Revenue	\$15,518.87
Expenses	
Admin Assistant	\$10,149.61
Admin Expenses	\$151.80
Forums/Meetings	\$747.08
Website + IT	\$844.20
Website Training/Calendar	\$201.60
Post Box Renewal	\$0.00
Volunteer Appreciation	\$50.00
Sub Committee/printing/events	\$500.00
	\$12,644.29
Total Balance	\$2,874.58



RCSAC | **Richmond Community Services
Advisory Committee**

2019 Work Plan and Budget

2019 Draft RCSAC Work Plan

The RCSAC continues to link its annual work plan initiatives to Richmond City Council's Term Goals. The 2019 Work Plan is designed to provide Council with advice on social and other community services to support Council's Goal Statement for a Vibrant, Active and Connected City.

The RCSAC will prioritize responding to Council requests as they arise throughout the year and provide advice on the following Council Term Goals. The 2019 Work Plan will be revised as necessary to reflect the 2019 – 2023 Council Term Goals, once adopted.

Goal 1: A Safe Community

1.4 Effective interagency relationships and partnerships

Objectives

- To respond to Council requests for advice regarding community safety matters
- To provide a forum for Social Service Providers, Council Liaisons and City Staff, Citizen Appointees and Individual Members to collaborate, share, network and learn from one another, as well as from guest presenters from the City and community
- To identify, advise and provide recommendations to City Council and staff of trends, gaps and needs of our community

Proposed 2019 Actions

- Continue to implement the RCSAC Community Social Services Funding Survey.
- Advise Council if changes in social service programs and corresponding funding structures will impact the City of Richmond
- Invite guest presenters to educate the RCSAC on topics relevant to social service providers and their clients
- Determine the need for further service gaps analysis, in addition to Addictions and Mental Health service gaps
- Support initiatives that reduce barriers to accessing services in the community

Outcomes/Indicators of Success

- Advice provided to Council regarding community safety matters
 - Updated Social Services Funding Survey prepared, completed and report submitted
 - Communication Tools to Council as appropriate
 - Final report on successful actions completed and included in the 2019 Annual Report
-

Goal 2: A Vibrant, Active, and Connected City

2.2 Effective social service networks

Objectives

- To increase connections within the RCSAC membership
- To increase information and opportunities for RCSAC members to plan, promote and collaborate in community and social service events and activities
- To review and broaden the membership of the RCSAC and encourage organizations providing community and social services in the Richmond community to join.
- To increase administrative efficiency for RCSAC

Proposed 2019 Actions

- Maintain the Community Table/Committee Inventory and provide an update to Council in the RCSAC Annual Report
- Support on-going updates to the RCSAC website including expanding the calendar of programs and services
- Form an action team to review membership and determine organizations to receive invitations to learn more about the RCSAC

Outcomes/Indicators of Success

- Increased RCSAC website utilization and webpage hits.
 - Increased number of events and program information posted to the RCSAC website
 - Additional social and community service organizations joining the RCSAC
 - Report on successful outcomes completed and included in the RCSAC 2019 Annual Report
-

Goal 3: A Well-Planned Community

3.4 Diversity of housing stock

Objective

- Continue to support the implementation of the Affordable Housing Strategy
- Advise Council regarding the preparation of the Homelessness Strategy Update

Proposed 2019 Actions

- Work with agencies and City staff to identify and highlight affordable and supportive housing needs and projects in Richmond
- Work collaboratively with Richmond social services and advocates to draft regular Communication Tools, highlighting housing needs and projects, to City Council and staff

Outcomes/Indicators of Success

- Regular updates presented to the RCSAC General Committee meeting by member organizations on the state of housing and homelessness in Richmond
 - Action teams formed as necessary to meet objectives
 - Successful outcomes completed and reported in the RCSAC 2019 Annual Report
-

Goal 4: Leadership in Sustainability

4.2 Innovative projects and initiatives to advance sustainability

Objectives

- The RCSAC will examine issues of food security and its inter-relation to community and social services in Richmond (e.g. intersection of food with physical and mental health, disease prevention, emergency food relief)
- Support the City as it advocates for a coordinated regional approach to enhance local food security
- Support the development of a Food Security Action Plan for the City of Richmond

Proposed 2019 Actions

- Action teams formed as necessary to meet objectives
- Support social service organizations as they address food security in Richmond
- Receive updates about the development of the Richmond Food Systems Action Team and provide advice regarding a Food Security Action Plan

Outcomes/Indicators of Success

- Communication Tools to Council completed as appropriate
 - Successful actions completed and included in the RCSAC 2019 Annual Report
-

Goal 5: Partnerships and Collaboration

5.1 Advancement of City priorities through strong intergovernmental relationships

Objectives

- To provide Council with information about the impact of provincial and federal funding decisions on social services agencies and Richmond residents

Proposed 2019 Actions

- Completion of RCSAC Social Services Funding Survey and Report - provide information to Council on provincial and federal funding decisions that may affect the delivery of social services in Richmond
- Contribute to multi-year analysis of RCSAC Social Services and Space Needs Survey
- Invite MLAs to an information session with RCSAC members
- Invite appropriate provincial Ministers to an information session with RCSAC members

Outcomes/Indicators of Success

- Communication Tools submitted as appropriate
 - Community Social Services Funding survey completed and report submitted to Council
 - Meeting held with Richmond MLAs to exchange information regarding social services in Richmond
 - Meeting held with provincial Ministers to exchange information regarding social services in Richmond
 - Successful actions completed and included in the RCSAC 2019 Annual Report
-

Goal 6: Quality Infrastructure Networks

6.2. Infrastructure is reflective of and keeping pace with community need.

Objectives

- Identify space needs for non-profit societies within Richmond and seek solutions
- Identify housing and community space needs of RCSAC clients and member agencies

Proposed 2019 Actions

- Present Non-Profit Space Needs Survey Report and Communication Tool to Council
- Follow-up actions undertaken to further the Non-Profit Space Needs Report recommendations

Outcomes/Indicators of Success

- The development of a Non-Profit Space Needs Strategy is initiated
 - Successful actions completed and included in the RCSAC 2019 Annual Report
-

Goal 9: Well-Informed Citizenry

9.2 Effective engagement strategies and tools.

Objectives

- To share and promote information and engagement opportunities to clients of member agencies
- To stay apprised of results of engagement tools and how they are impacting our clients

Proposed 2019 Actions

- Provide an opportunity for presentations to the RCSAC from City staff and Community Partners on engagement strategies and tools
- Share and promote information and engagement opportunities within agencies and to clients

Outcomes/Indicators of Success

- Communication Tools to Council as appropriate
- Final report on outcomes
- Presentations included in RCSAC meetings
- Information sharing included in meetings

RCSAC Draft Budget 2019

Balance Projected to be brought Forward December 31, 2018	\$3,500.00
Revenue	
City of Richmond	\$11,000.00
Membership Dues	\$1,000.00
Bank Interest	\$1.50
Sponsorship	\$0.00
Total Revenue	\$15,501.50
Expenses	
Admin Assistant	\$10,600.00
Admin Expenses	\$80.00
Forums/Meetings	\$750.00
Website + IT	\$2,000.00
Website Training/Calendar	\$600.00
Post Box Renewal	\$0.00
Volunteer Appreciation	\$200.00
Sub Committee expenses (e.g. printing, events)	\$1,000.00
	\$15,230.00
Total Balance	\$271.50

RCSAC
Community Table / Committees Operating in Richmond

Community Tables/Committees	Mandate	Meeting Schedule	Key Contacts	Contact Info	Topic ie. Child Care, Health, Seniors
Richmond Child Care Alliance	Promotes the development and delivery of quality child care and education services	Caring Place 6:30 - 8:30 p.m. last Tuesday of each month	Jocelyn Wong, RCRG	jwong@volunteerrichmond.ca	Children
Richmond Autism Interagency Committee (RAIC)	A networking and information-sharing platform for professionals and community members working and/or living with children with Autism Spectrum Disorder.	RSCL Boardroom 12:30 - 2:00 p.m. 1st Tuesday of each month	Denise Abegg, RSCL	dabegg@rscl.org	Children
Richmond Child Care Development Advisory Committee (RCCDAC)	Provides advice and recommendations to Richmond City Council regarding the planning and development of quality child care	City Hall 7:00 - 9:00 p.m., 2nd Wednesday of each month	Chris Duggan, City of Richmond	cduggan@richmond.ca	Children
Richmond Child Care Training Committee (RCCTC)	Facilitates professional development opportunities for the child care community, works in partnership with the child care community to develop, facilitate and offer professional development opportunities for child care providers and, will provide leadership to organizations in Richmond seeking to provide professional development for the child care community.	South Arm Community Centre 1st Tuesday of each month	Carrie McLellan-Haqq SCDP Coordinator	cmclellan@rscl.org	Children
Richmond Infant Development Program Local Advisory Committee	An advisory body established to guide and support the IDP agency and staff in the delivery of the Infant Development Program. The IDP is accountable to the community through its LAC	Caring Place 3:30 - 5:00 p.m. 2-3 times per year	Annie Tsay IDP Coordinator	atsay@rscl.org	Children
Richmond Seniors Advisory Committee	Considers and evaluates issues affecting seniors referred by City Council, City staff and members of the community; initiates studies on matters of concern to seniors and submits information and advice to City Council.	City Hall 9:30 - 11:30 a.m., 2nd Wednesday of each month	Debbie Hertha, City of Richmond	dhertha@richmond.ca	Seniors

Document Number: 6061926 Version: 1

2019/01/03

1 of 7

RCSAC
Community Table / Committees Operating in Richmond

Community Tables/Committees	Mandate	Meeting Schedule	Key Contacts	Contact Info	Topic ie. Child Care, Health, Seniors
Richmond Supported Child Development Program Local Advisory Committee	An advisory body established to guide and support the SCDP agency and staff in the delivery of the Supported Child Development Program. The SCDP is accountable to the community through its LAC	Caring Place 9:30 - 11:30 a.m. Mondays 3-4 times per year	Carrie McLellan-Haqq SCDP Coordinator	cmclellan@rscl.org	Children
Richmond Learning and the Brain Conference Organizing Committee	To organize an annual educational event to the residents in Richmond School District	Monthly	Sarah Loat, Richmond School District	604-233-0521 sloat@sd38.bc.ca	Children, Youth
The Richmond Public Agency Partners Group, includes Vancouver Coastal Health Richmond; City of Richmond; Richmond School District; Ministry of Children and Family Development; and the RCMP.	Increase coherence amongst the five major public agencies in Richmond in promoting the physical, mental, social and emotional wellness of children and youth in our community. Commit to use an asset development philosophy. Support the PAPC to the children and youth of Richmond	3 times per year	Dr. Meena Dawar, VCH	604-233-3170 meena.dawar@vch.ca	Children, Youth
Supporting Families With Parental MH and/or Addictions Committee	The program aims ultimately to foster a family-centered approach to service delivery at Richmond Mental Health and Addictions. It aims to provide parents dealing with mental illness or addictions relevant insight into their condition, and tools and strategies for successful parenting. For children and youth, Supporting Families provides information on disorders, access to services and access to others going through the same thing. Rather than focusing on the disorder itself, Supporting Families functions as a resiliency-building program to help children and families cope with disorders.	Monthly 3rd Thursdays	Tina Lee, Supporting Families Affected By Parental Mental Illness and Addictions Coordinator	604-207-2511	Children, Youth and Families
Youth Concurrent Disorders Network	To build capacity across the system of services and supports in British Columbia to address youth and families affected by youth concurrent mental health and substance use problems.	Quarterly	Richard Dubras, RASS	604-270-9220 rick@richmondaddictions.ca	Youth

Document Number: 6061926 Version: 1

2019/01/03

2 of 7

RCSAC
Community Table / Committees Operating in Richmond

Community Tables/Committees	Mandate	Meeting Schedule	Key Contacts	Contact Info	Topic ie. Child Care, Health, Seniors
Youth Network	Anyone who works with youth is welcome	Every three months	Danny Taylor, RASS	604-270-9220 danny@richmondaddiction.ca	Youth
Advisory Design Panel	City-appointed panel to look at universal accessibility and environmental features and all issues of urban designs in building permit applications	Every second week on Wednesday at Richmond City Hall	Sara Badyal, City of Richmond	604-276-4282 sbadyal@richmond.ca	Disability
Community Living Leadership Network Meeting	A group of agencies providing services to people with developmental disabilities in Richmond. Collaborative education/training is the focus (there is an educational speaker every meeting and info-sharing of common ideas, interests, issues).	4-6 times/year	Donna Cain, Chair: Carolyn Koehle, Bethesda	dcain@develop.bc.ca richmondhome@bethesdaabc.com	Disability
Richmond Arthritis Support Group	To educate and support persons in the community with various forms of arthritis	3rd Thursday of each month	Sandy McIntosh, Facilitator	604-277-0362 admin.caringplace@shaw.ca	Health and Well-Being
Community Living BC (CLBC) Community Council	To ensure self-advocates, families, community members and service providers play a major role in achieving CLBC's vision of fostering good lives in welcoming communities	Monthly meeting at Richmond CLBC Office, usually on third Tuesday of the month	Chair: Ruth Shannon	prshannon@telus.net	Health and Well-Being
Fetal Alcohol Syndrome FASD round table	A community initiative that builds FASD awareness through preventive education	Touchstone Family Association 1:00 - 2:30 p.m. 3rd Thursday(4 times/year)	Cheryl Penner, Touchstone	cpenner@touchfam.ca	Health and Well-Being

RCSAC
Community Table / Committees Operating in Richmond

Community Tables/Committees	Mandate	Meeting Schedule	Key Contacts	Contact Info	Topic ie. Child Care, Health, Seniors
RCSAC (Richmond Community Services Advisory Committee)	To advise City Council on social policies and community planning issues. To identify and address emerging concerns by: Educating the appropriate organizations, government bodies, and community members. Sharing information and providing networking opportunities. To create awareness of relevant issues, as appropriate, at the federal, provincial, and municipal levels of government. To support local, community-based initiatives.	RCSAC Executive Committee meets 1st Thursday monthly / RCSAC General Committee meets 2nd Thursday monthly	Jennifer Dieckmann, RCSAC Executive Secretary	admin@rcsac.ca	Social Concerns (All ages)
RCSAC AMH Task Group	Creating/implementing Gap Analysis Report on Addictions and Mental Health. Includes consumers - works on projects that emerge from the RCSAC work plan that relate to AMH ie. distribution and implementation of the Gaps report.	As required	Brenda Plant, Turning Point	bplant@turningpointrecovery.com	Health and Well-Being
Richmond Children First	A community early and middle years planning initiative bringing together organizations who share a common vision and collective responsibility for the health and well being of all Richmond children.	First Tuesday of the month at 10:00 am	Kerry Watts, Richmond Children First	richmondchildrenfirst@shaw.ca	Children
Richmond Children First - project consortium: Avenues of Change (AOC)	Initiative (not a committee). Touchstone is the lead agency but it has a project consortium that meets under the Richmond Children First umbrella.	First Tuesday of the month at 10:00 am (1st half four of meeting of Richmond Children First)	Annie Leung, AOC Coordinator	aleung@touchfam.ca	Children

RCSAC
Community Table / Committees Operating in Richmond

Community Tables/Committees	Mandate	Meeting Schedule	Key Contacts	Contact Info	Topic ie. Child Care, Health, Seniors
Richmond Children First - (EYC) Early Years Centre	Initiative (not a committee). Richmond Family Place is the lead agency but it has a stakeholder group that meets under the Richmond Children First umbrella.	First Tuesday of the month at 10:00 (2nd half of meeting)	Janice Lambert, Richmond Family Place	janice@richmondfamilyplace.ca	Children
Richmond Community Peace Labyrinth	To provide a spiritual tool to the Richmond community to assist people with health problems, grief issues, to calm the mind and find peace and comfort	Meets as necessary to maintain and promote the labyrinth	Sandy McIntosh, Facilitator	604-277-0362 admin.caringplace@shaw.ca	Health and Well-Being
Richmond Falls Prevention Network	The Richmond Falls Prevention Network has membership from City of Richmond, Vancouver Coastal Health Richmond, Richmond Fire Rescue, community based organizations, that focus on identifying and preventing the cause of falls in our community. The Richmond Vial of Life sub committee came out of RFPN and once they implemented VoL in Richmond and have now come back under RFPN as a regular agenda item	Monthly 3rd Tuesday 9:30 - 11:00 am	Rishma Dhalla, Vancouver Coastal Health	604-233-3208 Rishma.dhalla@vch.ca	Health and Well-Being
Richmond Intercultural Advisory Committee	To enhance intercultural harmony and strengthen intercultural co-operation in Richmond.	Monthly meeting at Richmond City Hall	Dorothy Jo, Inclusion Coordinator	djo@richmond.ca	Health and Well-Being
Richmond Literacy Now Committee	To discuss strategy and progress in our goals to connect the community to literacy initiatives. We aim to outreach to new immigrants, youth, seniors, and disadvantaged individuals. Through our goals, we assist them to be more active participants in society by developing competencies in a broad range of life skills	Monthly	Marg Dixon, Richmond School Board 604-668-6191	604-668-6191	Health and Well-Being
Collaborative Opportunity for Resources (COfRe)	COfRe is an interagency meeting place to discuss community service needs and work towards solving them together.		Lonnie Belfer, Avia	lonnie.belfer@aviaemployment.ca	Community - All ages

Document Number: 6061926 Version: 1

RCSAC
Community Table / Committees Operating in Richmond

Community Tables/Committees	Mandate	Meeting Schedule	Key Contacts	Contact Info	Topic ie. Child Care, Health, Seniors
Affiliation of Multicultural Societies and Services Agencies in BC (AMSSA)	Provides support for immigrant serving agencies and their programs including settlement services, information on upcoming events such as the Multicultural Health Fair, AMSSA website provides settlement staff with useful information on community resources for the delivery of settlement services provides a variety of publications and resources that are related to the delivery of settlement.	Monthly	Katie Rosenberger, Program Director AMSSA	604-718-2780	Immigrant Services
Richmond Community Collaboration	Richmond's Community Collaboration Table (CCT) is part of a nationwide initiative of Immigration, Refugees, Citizenship Canada to complement existing immigrant integration programs through community collaboration known as Local Immigration Partnerships (LIPS). The CCT engages community partners to participate in long term planning to create inclusive environments, both for the community of Richmond and for individual businesses. service organizations and institutions. The CCT believes in the capacity and ability of the community to influence and implement change through how policy is crafted and developed in the future. (Richmond Multicultural Community Services) Focused on conducting research, formulating an action plan, and implementing it with the intent to foster inclusion and reduce barriers for refugees and immigrants in feeling at home in Richmond.	Quarterly	Alan Hill, RMCS	604-279-7160 alan@rmcs.bc.ca	Immigrant Services
Settlement Workers In School Advisory Committee.	To provide advice to Richmond School Board on the delivery of SWIS program in the school district.	Twice/Year	Marilyn Turnbull, Principal, McKay Elementary	604-668-6470 mturnbull@sd38.bc.ca	Immigrant Services
Metro Vancouver Living Wage Committee municipality sub-committee	The Living Wage for Families Campaign raises awareness about the negative impact of low-wage poverty on families and communities in Metro Vancouver, advocating that the key solution to low-wage poverty is to pay families a living wage – enough to cover basic living expenses such as food, clothing, shelter, transportation and child care. The 2013 living wage rate for Metro Vancouver is \$19.62/hour.	Bi-monthly (Jan, Mar, etc) 3rd Monday 3-4 pm Vancouver office	De Whalen, RPRC	de_whelen@hotmail.com	Poverty Reduction

Document Number: 6061926 Version: 1

2019/01/03

6 of 7

RCSAC
Community Table / Committees Operating in Richmond

Community Tables/Committees	Mandate	Meeting Schedule	Key Contacts	Contact Info	Topic ie. Child Care, Health, Seniors
Organizing Against Racism and Hate (OARH)	The Richmond Community Protocol is designed to help organizations, community members and all relevant stakeholders react promptly and effectively whenever critical incidents of discrimination, hate crime or related incidents occur. This protocol is designed to guide both how stakeholders work with each other to coordinate organizational approaches to dealing with hate crime, and also, how individual organizations and community members support victims of hate crime in day to day situations.	Quarterly	Alan Hill, RMCS	604-279-7160 alan@rmcs.bc.ca	Anti-Racism
Richmond Poverty Response Committee (PRC)	A coalition of Richmond residents and agencies working together to reduce poverty and the impacts of poverty with research projects and public education. Includes PRC Transportation Task Force, Housing Task Force and the Richmond Advocacy and Support Committee.	Monthly	De Whalen, RPRC	info@richmondprc.org	Poverty



Charter

September 11, 2008

Approved by Richmond City Council January 20, 2009

Table of Contents

I.	MISSION STATEMENT OF THE RICHMOND COMMUNITY SERVICES ADVISORY COMMITTEE	3
II.	HISTORY	4
III.	RICHMOND COMMUNITY SERVICES ADVISORY COMMITTEE (RCSAC) IN BRIEF	5
IV.	RCSAC ROLES	5
V.	CITY LIAISON	6
VI.	MANDATE	6
	Section A	6
	Section B	6
APPENDIX I		
	An Oral History of RCSC, later to become RCSAC	7
APPENDIX II		
	40 DEVELOPMENTAL ASSETS	9

I. MISSION STATEMENT OF THE RICHMOND COMMUNITY SERVICES ADVISORY COMMITTEE

To encourage and promote those social policies and community services which contribute to the general health, welfare and quality of life of the residents of Richmond, and to increase inter-agency relations and cooperation in order to enhance community capacity.

II. HISTORY

The Richmond Community Services Advisory Committee, hereinafter referred to as "RCSAC", received formal recognition as an advisory body to Richmond City Council and its appropriate Committees on May 25, 1987¹.

It builds on the information gathering and sharing strengths of the Richmond Community Services Council, which served the community in a similar but less formal capacity from April, 1978 to its evolution as the RCSAC in September, 1987.

During several years of Community services as a voluntary collaborative of non-profit, government and private agencies and organizations in the field of social and related community services, the Richmond Community Services Council and its member organizations were instrumental in the development and establishment of:

- The municipally funded RCMP Youth Intervention Program;
- A municipal social planner position;
- Richmond Child Protection Network;
- Richmond Family Place;
- An open referral in-the-home parenting program (lost with others during the 1983 restraint measures imposed by major government funding sources);
- Collaboration in preparation of the report Preparing for a Livable Future: Recommendations by the City Center Steering Committee;
- Improved Municipal Grant application and appeal processes;
- The Child Care Advisory Committee;
- The Inventory of Social Services in Richmond
- The Richmond Intercultural Advisory Committee

An RCSAC Poverty Response Committee was established, and reports were submitted to Council. This has now become an independent committee.

Representatives from the RCSAC

- participated in the Community Parks, Recreational & Cultural Working Group to assist in providing City Council with a Master Plan;
- currently participate in the Substance Abuse Task Force; and
- the Richmond Intercultural Advisory Committee.

¹ See Appendix I

III. RICHMOND COMMUNITY SERVICES ADVISORY COMMITTEE (RCSAC) IN BRIEF

1. Advises Richmond City Council, and/or the appropriate Council Committee.
2. Makes representations to other policy-making bodies on social policy and community services matters.
3. Provides informed comment and advice to Richmond City Council on implications for policies and services being changed and introduced.
4. Undertakes its work at the request of Richmond City Council, the RCSAC membership, and the community at large.
5. Provides a strong and active role in overall social policy and community services decisions for community representatives and nonprofit society boards.

IV. RCSAC ROLES

1. The Richmond Community Services Advisory Committee (RCSAC) is a forum for community service* agencies to meet on a regular basis in order to share information and ideas about issues of common interest, and to identify emerging needs.
***Community Services:** defined as those covering the general areas of health, social services, education, and other related service where the overall intent is to improve the quality of life for Richmond residents.
2. The RCSAC will foster the development of services, through an asset building² approach, to meet those needs.
3. The RCSAC will establish and monitor Task Forces to undertake activities deemed by the RCSAC to be necessary and consistent with the objectives of the RCSAC. All Task Forces will be time limited with both start and end dates, and will produce a written report.
4. The RCSAC may employ and hire such staff as deemed necessary to assist in the operation of the RCSAC, including all Task Forces. All employees will report directly to the Co-Chairs of the Executive Committee.
5. The RCSAC will provide a leadership and educational role in social issues affecting community services.
6. The RCSAC strives to work cooperatively and in a complementary manner with other City advisory committees.

² See Appendix II

V. CITY LIAISON

Liaison with the City of Richmond will be provided by:

- One (1) non-voting Richmond City Council Liaison, and
- One (1) non-voting City Staff Liaison, provided by the Policy Planning Department.

VI. MANDATE

Section A

The RCSAC shall advise Richmond City Council and may, in consultation with City Council, make representations to other policy-making bodies on the following:

1. Policies that encourage cooperative planning and delivery of community services to ensure optimum efficiency and effectiveness;
2. Social issues/concerns that have an impact community services, special needs groups and the quality of life in the community;
3. Community impact of governmental changes to policies and/or programs affecting Richmond's community services; and
4. Any other matters that may be referred by Richmond City Council, RCSAC member groups and the community at large.

Section B

1. Coordination of activities and information sharing between the voluntary and public sector.

APPENDIX I

An Oral History of RCSC, later to become RCSAC

(Delivered by Olive Bassett at the RCSAC General meeting of December 8, 2003)

It is ten years since I have been associated with this advisory council, some of which I speak on today could be familiar to many of you but perhaps some of you are not familiar with the early history I hope it will be of interest to you. I was a member of RCSC for many years before becoming a school trustee then I was elected as their Rep. on the PAC (Policy Advisory Council) in 1990. Back in 1978, there was very little planning for social services, something had to be done, and the United Way was invited to set up some social planning for the community. There was no Social Planner at the municipal level at that time. The Child Services Committee, a committee of the United Way, was not representative enough; its mandate was services to children 12 & under. A newly formed Child Abuse Committee was attempting to educate the public on what was happening to children; the community health nurses and social workers were the only ones going into the homes of many abused children. But the climate of the times prevented anyone from speaking out especially about sexual abuse, this was a taboo topic, no one wanted to talk about it. And there were many turf problems, every one was working in isolation on their own particular issues and problems, this is mine that is yours, don't mix the two! Finally the United Way placed an arms length community person in as Chair of the Child Services Committee hoping to become more effective. Something was still needed; the committee was not representative of agencies working with families, children & youth. Palmer School had just gone up in smoke, at the hands of a teen-age girl who badly needed treatment. There were no services of the kind youth like her needed, but it was risking a teachers or a community health nurse's job to speak out on lack of services. It was so difficult to address so many social problems in the community but at that time, the thought of washing your linen in public was not to be tolerated. The School Board refused to put a family life program into the schools. The community was polarized. Many were demanding the program, just as many were in denial it was needed, and these felt the only place to teach this subject was in the home. Which was fine but those children needing the program did not come from homes where this kind of education was taught. It was a little later I believe the Richmond Youth Services Agency came into being to focus on the issues and problems facing the over 12's. And so, it was in this type of atmosphere that a major meeting was held with many of those delivering social services to families. Through this meeting, they got the endorsement needed to be something much broader than the Richmond Children's Committee. A Steering Committee was set up that met twice a month for a solid year and what came out of that was the framework for the Richmond Community Services Council. That was in 1978, and nine years later in '87, with the assistance of a municipal councilor, a social planner had finally been hired, RCSC was restructured and given the formal title of the Richmond Community Services Advisory Council, RCSAC, as it is known today. They would make recommendations for social service issues and report those issues & concerns directly to the Municipal Council through the Policy Advisory Council, who were elected from the Boards of the individual agencies to serve on PAC. They were the political arm of the RCSAC. And Council listened. In their eyes, it was no longer just staff driven. These were elected people making the recommendations. With the new structure, there was also the IAC, Inter Agency committee, made up the staff and the 'Hands On' people who worked in the field, and the Coordinating Committee overseeing both IAC & PAC. This is all in your charter, I found it very interesting to re-read, and it would be well worth your re-reading pages 20 to 24. In

- 7 -

1989, the RCSAC held a "Strategy Planning and Priority Setting Meeting". This was an extremely important meeting for RCSAC. Johnny Carline, Deputy Administrator, Strategic Planning for Richmond spoke on what Richmond could look like in the future, two questions he asked of the group: 1. "What are the priorities for service provision for all of the agencies in the next three years?" 2. "What suggestions do you have for the municipality to incorporate social issues into the growth management strategy?" A planning committee took all the suggestions, solutions, comments and concerns and brought in a final report in January 1990. Seven (7) recommendations came out of it and were presented to council, they may help you in your deliberations on the restructure process, I will leave it with Michael Then in 1994, RCSAC sent out an excellent questionnaire to member organizations, to see if the advisory council was meeting the needs of its membership by addressing gaps, identifying issues and resources to address them and then develop an action plan. The survey was divided into six major sections: Role & Function, Participation, Community issues, Strengths & Weaknesses, Suggestions for raising the profile of RCSAC and lastly the potential for sending out a newsletter. I will also leave a copy of this with Michael, as it may prove useful. I see you are now contemplating another re-structure, perhaps some questions that you may ask yourselves are: "What do you want to accomplish that you are not doing now?" "When was the last time your charter was brought up to date?" "How many agencies out there are not aware of what you do?" "How many agencies or groups out there doing a service for the community, are you not aware of?" In my opinion the reason RCSAC has survived while many others have not, is because community volunteers and staff have worked together for a common goal, this way everyone wins. The effectiveness of RCSAC has always been present to a greater or lesser degree. It is a tremendously important organization and the accomplishments you have gained have not come easy. It is an organization you can be proud to belong to. However, it must be supported by each and every social service organization in order to have the greatest impact for good.

Thank you.

M. Olive Bassett

APPENDIX II

40 DEVELOPMENTAL ASSETS

Search Institute has identified the following building blocks of healthy development that help young people grow up healthy, caring, and responsible.

External Assets

Category Asset Name and Definition

Support

1. Family Support-Family life provides high levels of love and support.
2. Positive Family Communication-Young person and her or his parent(s) communicate positively, and young person is willing to seek advice and counsel from parents.
3. Other Adult Relationships-Young person receives support from three or more non-parent adults.
4. Caring Neighborhood-Young person experiences caring neighbors.
5. Caring School Climate-School provides a caring, encouraging environment.
6. Parent Involvement in Schooling-Parent(s) are actively involved in helping young person succeed in school.

Empowerment

7. Community Values Youth-Young person perceives that adults in the community value youth.
8. Youth as Resources-Young people are given useful roles in the community.
9. Service to Others-Young person serves in the community one hour or more per week.
10. Safety-Young person feels safe at home, school, and in the neighborhood.

Boundaries and Expectations

11. Family Boundaries-Family has clear rules and consequences and monitors the young person's whereabouts.
12. School Boundaries-School provides clear rules and consequences.
13. Neighborhood Boundaries-Neighbors take responsibility for monitoring young people's behavior.
14. Adult Role Models-Parent(s) and other adults model positive, responsible behavior.
15. Positive Peer Influence-Young person's best friends model responsible behavior.
16. High Expectations-Both parent(s) and teachers encourage the young person to do well.

Constructive use of time

17. Creative Activities-Young person spends three or more hours per week in lessons or practice in music, theatre, or other arts.
18. Youth Programs-Young person spends three or more hours per week in sports, clubs, or organizations at school and/or in the community.
19. Religious Community-Young person spends one or more hours per week in activities in a religious institution.
20. Time at Home-Young person is out with friends "with nothing special to do" two or fewer nights per week

INTERNAL ASSETS

Category Asset Name and Definition

Commitment to Learning

21. Achievement Motivation-Young person is motivated to do well in school.
22. School Engagement-Young person is actively engaged in learning.
23. Homework-Young person reports doing at least one hour of homework every school day.

24. Bonding to School-Young person cares about her or his school.
25. Reading for Pleasure-Young person reads for pleasure three or more hours per week.

Positive Values

26. Caring-Young person places high value on helping other people.
27. Equality and Social Justice-Young person places high value on promoting equality and reducing hunger and poverty.
28. Integrity-Young person acts on convictions and stands up for her or his beliefs.
29. Honesty-Young person "tells the truth even when it is not easy."
30. Responsibility-Young person accepts and takes personal responsibility.
31. Restraint-Young person believes it is important not to be sexually active or to use alcohol or other drugs.

Social Competencies

32. Planning and Decision Making-Young person knows how to plan ahead and make choices.
33. Interpersonal Competence-Young person has empathy, sensitivity, and friendship skills.
34. Cultural Competence-Young person has knowledge of and comfort with people of different cultural/racial/ethnic backgrounds.
35. Resistance Skills-Young person can resist negative peer pressure and dangerous situations.
36. Peaceful Conflict Resolution-Young person seeks to resolve conflict nonviolently.

Positive Identity

37. Personal Power-Young person feels he or she has control over "things that happen to me."
38. Self-Esteem-Young person reports having a high self-esteem.
39. Sense of Purpose-Young person reports that "my life has a purpose."
40. Positive View of Personal Future-Young person is optimistic about her or his personal future.

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To: Planning Committee
From: Wayne Craig
Director, Development

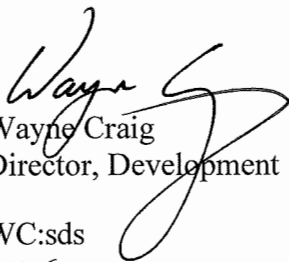
Date: January 15, 2019

File: ZT 18-801900

Re: Application by Wensley Architecture Ltd. for a Zoning Text Amendment to the "Industrial Business Park (IB1)" Zone to Permit a Drive-Through Restaurant at 13020 Delf Place

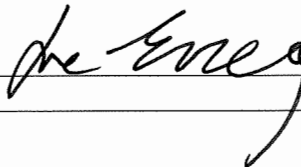
Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9956, for a Zoning Text Amendment to the "Industrial Business Park (IB1)" zone in order to permit "restaurant, drive-through", limited to one establishment and a maximum floor area of 300 m², at 13020 Delf Place, be introduced and given first reading.


Wayne Craig
Director, Development
WC:sds
Att. 6

REPORT CONCURRENCE

CONCURRENCE OF GENERAL MANAGER



Staff Report

Origin

Wensley Architecture Ltd. has applied to the City of Richmond for permission to amend the “Industrial Business Park (IB1)” zone to add “restaurant, drive-through” as a site-specific permitted use, limited to one establishment and a maximum floor area of 300 m² (3,229 ft²), on the property at 13020 Delf Place. A location map and aerial photograph are provided in Attachment 1. The subject site is currently occupied by an office building in the south portion of the lot, which is to be retained, and a vacant area in the north portion of the lot, where the drive-through restaurant is proposed to be located (Attachment 2). The vacant area was previously occupied by a one storey commercial building of approximately 1,020 m² (10,980 ft²) in area, which was demolished in 2017.

Findings of Fact

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

Surrounding Development

- To the North: Across Delf Place, light industrial buildings with surface parking and loading on properties zoned “Industrial Business Park (IB1)”.
- To the South: Across Worster Court, light industrial buildings with surface parking and loading on properties zoned “Industrial Business Park (IB1)”.
- To the East: Light industrial buildings with surface parking and loading on properties zoned “Industrial Business Park (IB1)”.
- To the West: Across Jacombs Road, single-family dwellings on properties zoned “Single Detached (RS1/B)” with a rear yard interface to the subject site and accessed from the internal road network (Wyne Crescent).

Related Policies & Studies

Official Community Plan/East Cambie Area Plan

The Official Community Plan (OCP) land use designation for the subject site is “Mixed Employment (MEMP)” and the East Cambie Area Plan designation for the subject site is “Industrial” (Attachment 4). The “Mixed Employment” designation comprises of those areas where the principal uses are residential, commercial, industrial and stand-alone office development, with a limited range of support services. The development proposal is consistent with these designations as it would allow for a food establishment to service employees in the surrounding industrial area.

Aircraft Noise Sensitive Development Policy

The subject property is located within the Aircraft Noise Sensitive Development (ANSD) Policy Area 1B. Registration of an aircraft noise indemnity covenant on Title is required prior to final

adoption of the rezoning bylaw to address public awareness and to ensure aircraft noise mitigation is incorporated into building design and construction.

Land Use Noise Management

The subject property is located within 30 m (98.4 ft.) of existing residential uses. Registration of a legal agreement on Title is required prior to final adoption of the rezoning bylaw indicating the requirement to mitigate unwanted noise and demonstrate that the building envelope is designed according to the following:

- avoid noise generated by the internal use from penetrating into residential areas that exceed noise levels allowed in the City's Noise Bylaw; and
- comply with the City's Noise Bylaw for noise generated from rooftop HVAC.

The applicant's acoustical consultant submitted correspondence indicating the proposal will be designed consistent with the City's Noise Bylaw. At Development Permit stage, the applicant is required to submit an Acoustical Report from an acoustical consultant to demonstrate how the proposed restaurant and drive-through operations, including sound to be generated by the drive-through speakers, exhaust fans, HVAC system and all other mechanical equipment on-site, complies with the maximum permitted levels under the City's Noise Bylaw.

Ministry of Transportation & Infrastructure Approval

As the subject property is located within 800 m of an intersection of a Provincial Limited Access Highway and a City road, this redevelopment proposal was referred to the Ministry of Transportation and Infrastructure (MOTI). Confirmation has been received from MOTI indicating that they have no objections to the proposed redevelopment and that preliminary approval has been granted for a period of one year. Final approval from MOTI is required prior to final adoption of the rezoning bylaw.

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.

Adopt-A-Street Program

The drive-through restaurant business has agreed to participate in the City's Adopt-A-Street Program for Jacombs Road. The Adopt-A-Street Program is a voluntary program for residents and businesses to keep roadside areas free of litter and trash. As part of the program, the participant is required to submit quarterly reports indicating details of clean-up activities, including number of hours. Registration of a legal agreement on Title is required prior to final adoption of the rezoning bylaw ensuring prior to Business License issuance of any drive-through restaurant on the property, the business must be registered permanently (or as long as the drive-through restaurant is located on the property) in the City's Adopt-A-Street Program for Jacombs Road, from Highway 91 to Cambie Road.

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 1st 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

Proposed Land Use and Zoning Text Amendment

The proposed drive-through restaurant is consistent with the OCP and Area Plan designations for the subject property (Mixed Employment and Industrial respectively), as it would allow for a food establishment to service employees in the surrounding industrial area. Based on Business Licensing records, the following analysis of the area is provided:

- There are approximately 2,030 employees and 95 businesses in the surrounding industrial area (including the Auto Mall), bounded by Cambie Road to the north, Westminster Highway to the south, Knight Street to the east, and Jacombs Road to the west, with a total parcel area of 101 acres (41 hectares).
- This area is primarily designated Mixed Employment in the OCP and Industrial in the Area Plan, except for the Auto Mall, which is designated Commercial.
- Within the above-noted surrounding industrial area, there are currently two small food service establishments (street vendor and cafeteria), and no drive-throughs.
- Both food service establishments are located in the Auto Mall, there are no food service establishments outside of the Auto Mall in the subject industrial area.
- The nearest Neighbourhood Service Centre (No. 5 Road and Cambie Road), which includes a number of food establishments is approximately 1.6 km travel distance from the subject property.

Due to a limited number of food establishments in the surrounding industrial area, employees are likely to drive to restaurants elsewhere in the City. The proposed drive-through restaurant would provide a food service establishment in close proximity to surrounding industrial businesses, where employees have the option to walk instead of drive. The proposed restaurant also includes seating for walk-in customers (approximately 60 seats) and pedestrian improvements on both Jacombs Road and Delf Place, along with on-site pedestrian pathways.

The proposed land use is also consistent with OCP policy (p. 6-16) which allows commercial/retail uses (such as food establishments) in business parks, based on market demand. The applicant has provided a market analysis of the surrounding industrial area, which identified significant demand for this type of food establishment (drive-through). Locating a food

establishment in the proposed location would also provide an amenity to the surrounding industrial area and potentially increase the appeal to perspective industrial tenants.

The subject site is currently zoned “Industrial Business Park (IB1)”, which permits a restaurant as a permitted use, but does not permit a restaurant with a drive through. The purpose of the proposed zoning text amendment application is to amend the “Industrial Business Park (IB1)” zone to allow “restaurant, drive-through”, with the following restrictions:

- Allow drive-through restaurant as a secondary use, which must be supported by a primary use on the property (i.e. industrial/office).
- Allow a drive-through restaurant on the subject site only. Any future proposals for drive-through restaurants on properties zoned “Industrial Business Park (IB1)” would require Council approval.
- Limit the drive-through restaurant to one establishment and a maximum floor area of 300 m² (3,229 ft²).

No additional commercial services or retail activities are permitted beyond what is already allowed for in the “Industrial Business Park (IB1)” zone and proposed to be added as part of this Zoning Text Amendment.

Site Planning

The proposed development involves the construction of a single-unit one-storey building of approximately 250.8 m² (2,700 ft²) in area to accommodate one drive-through restaurant establishment. The building is proposed to be located at the northwest corner of the site, along the street frontages of Jacombs Road and Delf Place.

Required off-street parking, drive-aisle circulation, vehicle access and queuing are accommodated on-site behind the building. Vehicle and bicycle parking is provided consistent with Zoning Bylaw requirements. Pedestrian access is proposed to be provided from both street frontages and internally from the vehicle parking area, including designated crosswalks and signage across the vehicle queuing area.

Landscaping along the street frontages has been provided as per Zoning Bylaw 8500 requirements, including required setbacks. Staff have worked with the applicant to maximize tree retention and planting and landscaping on-site, and minimize impervious surfaces. The preliminary site plan, elevations and landscape plan are provided in Attachment 5.

A Development Permit application is required to be processed to a satisfactory level, prior to final adoption of the rezoning bylaw. Further refinements to architectural, landscape and urban design will be completed as part of the Development Permit application review process.

Existing Legal Encumbrances

There is an existing Statutory Right-of-Way (SRW) (Plan 64429) registered on Title for water and sanitary services located along the west property line (6.0 m wide) and south property line (3.0 m wide). The SRWs will not be impacted by the proposed development and the developer is aware that encroachment into the SRWs is not permitted.

Transportation and Site Access

Vehicular access to the subject site is to be provided via the existing driveway crossings on Jacombs Road and Delf Place. The existing Delf Place driveway is located on the eastern portion of the subject site, more than 50 m from the intersection of Jacombs Road and Delf Place.

The proposal meets the minimum vehicle and bicycle parking spaces as per Zoning Bylaw 8500 and complies with the minimum number of vehicles in the queuing area in advance of the drive-through window.

A Traffic Impact Assessment (TIA) was produced by a professional traffic consultant to review the impact of the proposal to the surrounding road network (including any recommended transportation related works). Transportation Staff concur with the TIA findings confirming that the existing road network can accommodate the proposal to develop a drive-through restaurant with minimal impacts. No additional roadway, access or traffic control mitigation measures are recommended.

Pedestrian improvements include sidewalks along both road frontages, a curb extension on the southeast corner of Jacombs Road and Delf Place, and a special marked crosswalk across Jacombs Road, with downward lighting and flashing beacons, which will be secured through the Servicing Agreement.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report, which identifies tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses 29 trees on the subject property and four trees on City property.

The City's Tree Preservation Coordinator has reviewed the Arborist's Report and Tree Management Plan (Attachment 6), conducted an on-site visual assessment and concurs with the Arborist's recommendations, with the following comments:

- 17 trees on the development site, including nine trees (tag# 1-9) located along the north property line and eight trees (tag# 25-31, 33) located within the existing vehicle parking area, to be retained and protected as per the City's Tree Protection Information Bulletin (TREE-03).
- 3 Beech trees (tag# 22-24) are located within the proposed vehicle parking area and were considered for relocation, however, the applicant's arborist has indicated due to the rooting of the trees, the trees would not survive relocation.
- 4 City trees (tag# 18-21) along Jacombs Road to be retained and protected.
- 9 trees (tag# 10-17 & 32) located on the development site are in conflict with the proposed development.
- Replacement trees should be specified at 2:1 ratio as per the OCP.

Tree Retention

The proposed Tree Management Plan is provided in Attachment 6, which outlines the protection of 17 on-site trees and 4 City-owned trees. To ensure the protection of these trees, the applicant is required to provide the following, prior to final adoption of the rezoning bylaw:

- Submission to the City of a contract with a Certified Arborist for supervision of all works conducted within or in close proximity to tree protection zones.
- Submission of a Tree Survival Security in the amount of \$145,000 (\$125,000 for the 17 on-site trees to be retained (tag# 1-9, 25-31 & 33) and \$20,000 for the 4 City-owned trees to be retained (tag#18-21)).
- Installation of tree protection fencing around all trees to be retained, in accordance with the City's Tree Protection Information Bulletin TREE-03.

Tree Replacement

The applicant is proposing to remove 12 trees on-site, the OCP replacement ratio of 2:1 requires 24 trees to be planted and maintained on-site. Based on the submitted preliminary Landscape Plan (Attachment 4), the developer is proposing to plant 24 trees. The plan proposes to break up the paved area with landscaped boulevards, which include a combination of trees, flowering shrubs and grass.

The size and species of replacement trees, and overall landscape design, will be reviewed in detail through the Development Permit application process. To ensure the replacement trees are planted and maintained on-site and the proposed landscape works are undertaken, the applicant is required to provide a Landscape Security, based on 100% of the cost estimate provided by the Landscape Architect, prior to Development Permit issuance.

Site Servicing and Frontage Improvements

The developer is required to enter into a Servicing Agreement for the design and construction of required site servicing and frontage improvements as described in Attachment 7, prior to final adoption of the rezoning bylaw. Frontage improvements include, but are not limited to, the following:

- Delf Place: construct a new 1.5 m wide sidewalk along the entire Delf Place frontage, incorporating the retention of the trees along the north property line.
- Jacombs Road: construct a new 1.5 m wide sidewalk along Jacombs Road, incorporating the retention of the trees along the west property line.
- Construct a curb extension on the southeast corner of the Jacombs Road and Delf Place intersection.
- Special marked crosswalk across Jacombs Road at the intersection of Jacombs Road and Delf Place, with downward lighting and flashing beacons.

Development Permit Application

A Development Permit application is required to be processed to a satisfactory level, prior to final adoption of the rezoning bylaw. Further refinements to architectural, landscape and urban design (form and character) will be completed as part of the Development Permit application review process, including, but not limited to, the following:

- Compliance with Development Permit Guidelines for commercial developments in the OCP, including review of pedestrian circulation, landscape and surface treatments, and Crime Prevention Through Environmental Design (CPTED) principals.
- Refinement of the proposed building form and architectural features to achieve sufficient variety in design and create an interesting streetscape along Jacombs Road and Delf Place.
- Review of sustainability measures and energy efficiency features to be incorporated into the development.
- Adequate screening of external HVAC units exposed to views from the street.
- Review of the size and species of on-site replacement trees to ensure bylaw compliance and to achieve an acceptable mix of conifer and deciduous trees on-site.

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

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).

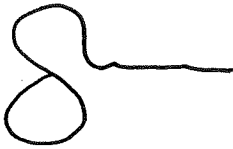
Conclusion

The purpose of this Zoning Text Amendment application is to amend the “Industrial Business Park (IB1)” zone to add “restaurant, drive-through” as a site-specific permitted use on the property at 13020 Delf Place. The proposed amendment will allow the development of a restaurant with drive-through, which will provide food services to the surrounding area.

The Zoning Text Amendment application complies with the land use designation and applicable policies contained within the OCP for the subject site. Further review of the project design will be completed as part of the Development Permit application process.

The list of rezoning considerations is included in Attachment 7, which has been agreed to by the applicant (signed concurrence on file).

On this basis, it is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9956 be introduced and given first reading.

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line.

Steven De Sousa

Planner 1

SDS:cas

Attachment 1: Location Map & Aerial Photo

Attachment 2: Survey Plan

Attachment 3: Development Application Data Sheet

Attachment 4: East Cambie Area Plan Land Use Map

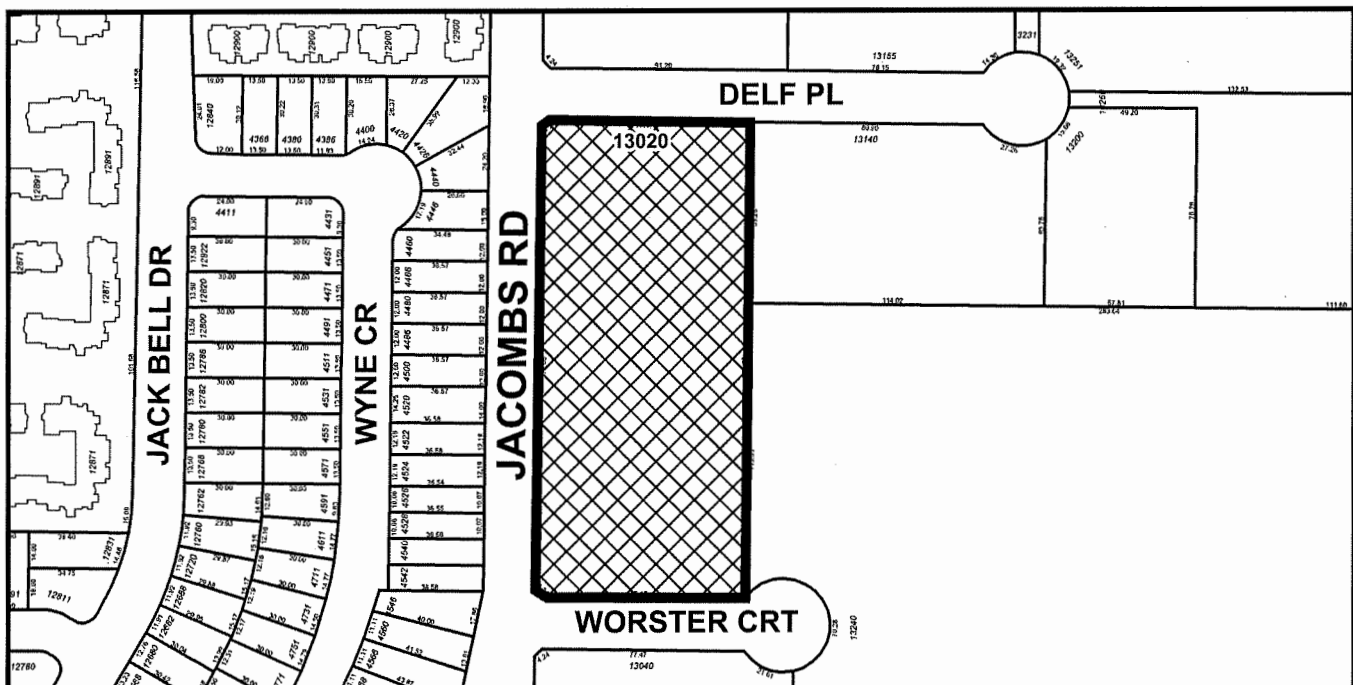
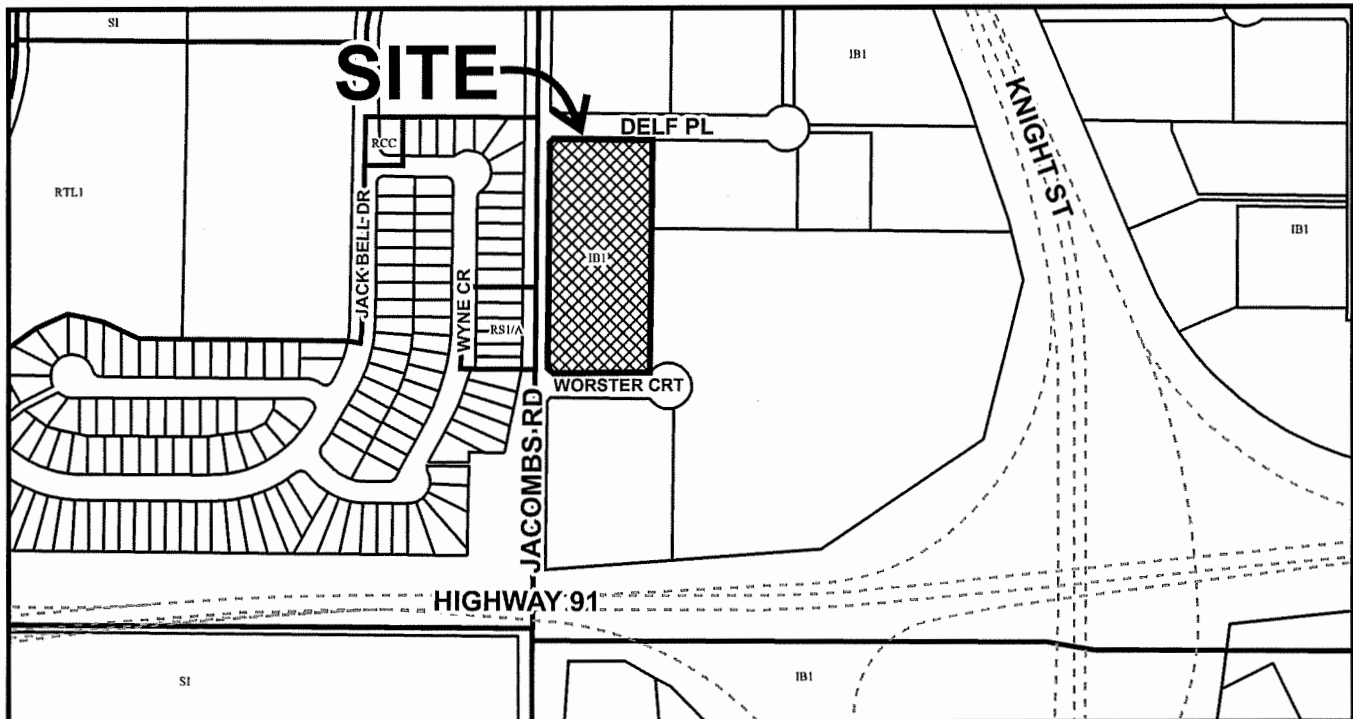
Attachment 5: Conceptual Development Plans

Attachment 6: Tree Management Plan

Attachment 7: Rezoning Considerations



City of
Richmond



ZT 18-801900

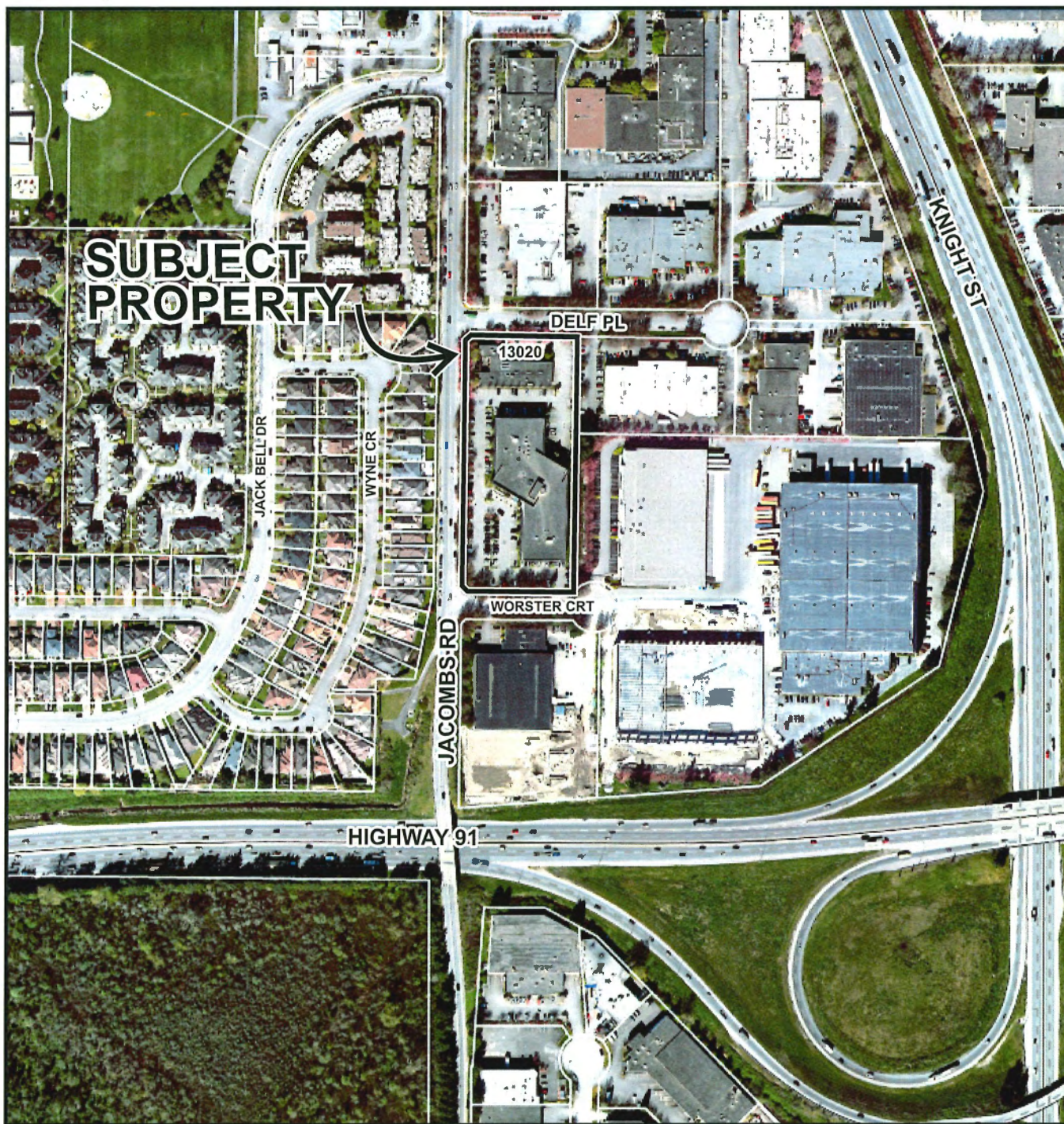
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Note: Dimensions are in METRES



City of
Richmond



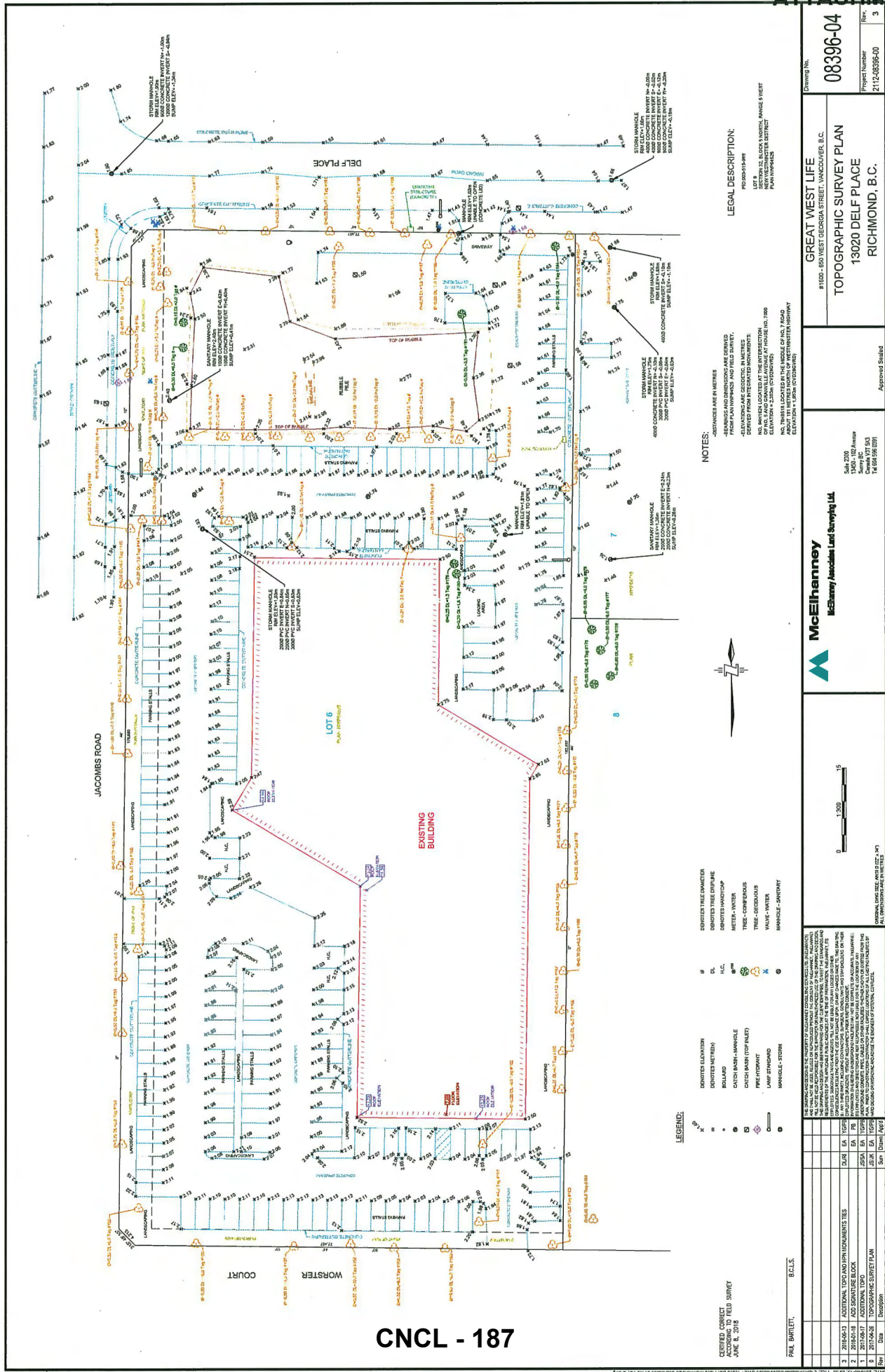
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Original Date: 02/13/18

Revision Date:

Note: Dimensions are in METRES

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Attachment 3

Address: 13020 Delf Place

Applicant: Wensley Architecture Ltd.

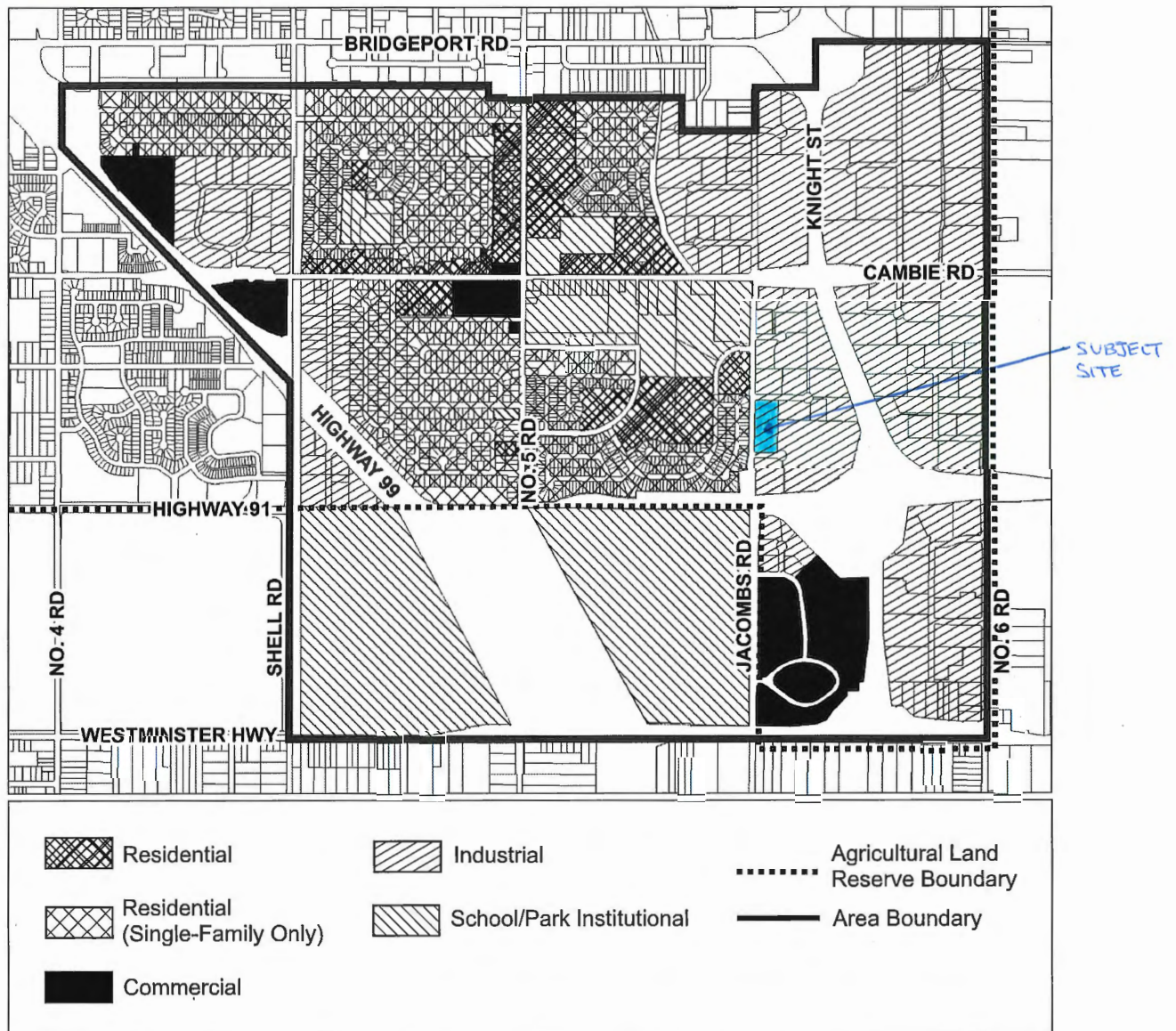
Planning Area(s): East Cambie

	Existing	Proposed
Owner:	Great-West Life Assurance Co. & London Life Insurance Co.	No change
Site Size:	14,695 m ² (158,175 ft ²)	No change
Land Uses:	Vacant/Office	Drive-through restaurant/Office
OCP Designation:	Mixed Employment (MEMP)	No change
Area Plan Designation:	Industrial	No change
Zoning:	Industrial Business Park (IB1)	Industrial Business Park (IB1) with an amendment to allow "restaurant, drive-through" as a site-specific permitted use.

	Bylaw Requirement	Proposed	Variance
Floor Area Ratio (FAR):	Max. 1.0	Office (existing): 7,285 m ² Drive-through restaurant (proposed): 250.8 m ² Total: 7,535.8 m ² (0.51 FAR)	None permitted
Lot Coverage:	Max. 60%	26.3%	None
Setbacks:	Front: Min. 3.0 m Exterior Side: Min. 3.0 m Interior Side: N/A Rear: N/A	Drive-through restaurant: Front: 7.5 m Exterior Side: 6.5 m Interior Side: 57.8 m Rear: 159.5 m	None
Lot Size:	N/A	14,695 m ²	None
Height:	Max. 12.0 m	Office (existing): 12.0 m Drive-through restaurant: 5.8 m	None
Off-street Parking Spaces:	Office: Min. 219 Drive-through restaurant: Min. 18 Total: Min. 237	Office: 219 Drive-through restaurant: 18 Total: 237	None
Accessible Parking Spaces:	Min. 2%	Complies	None
Small Car Parking Spaces:	Max. 50%	Complies	None
Bicycle Parking Spaces:	Drive-through restaurant: Class 1: Min. 1 Class 2: Min. 2	Drive-through restaurant: Class 1: 1 Class 2: 2	None

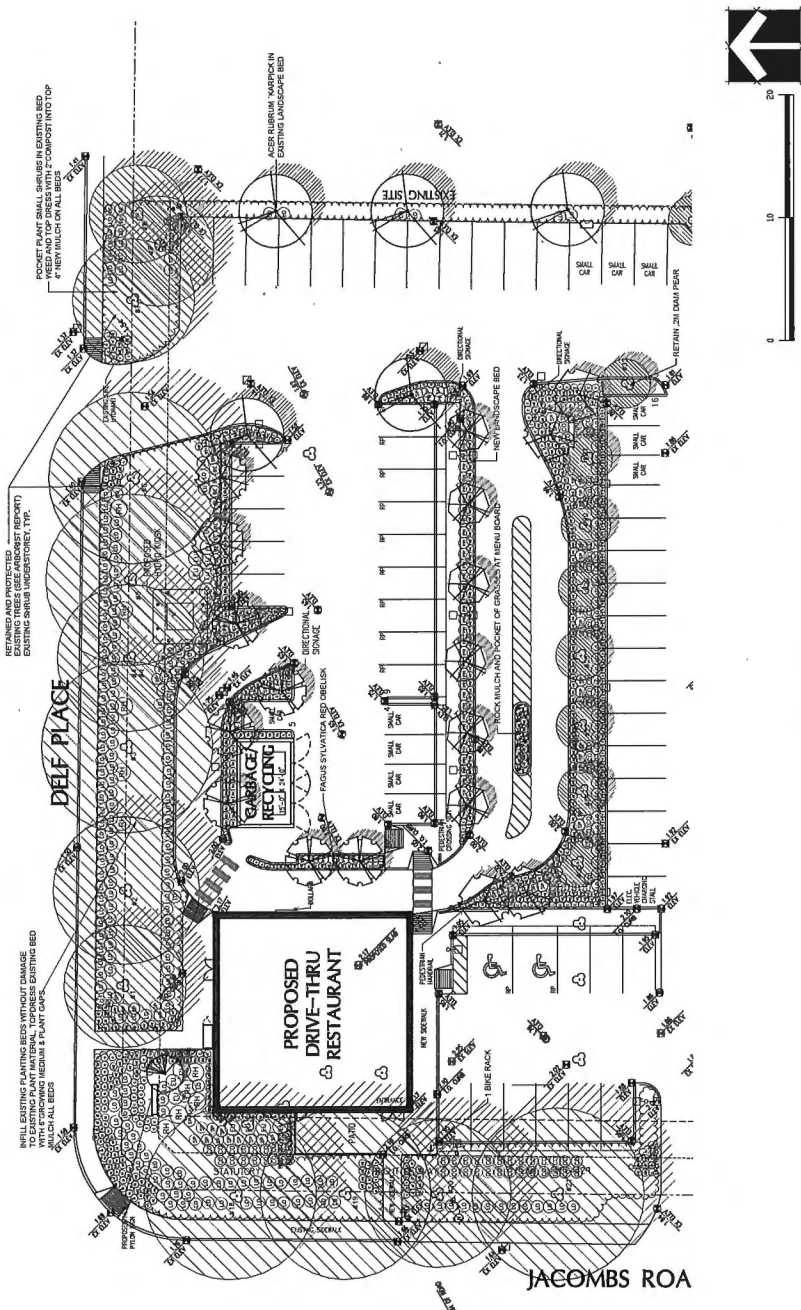
City of Richmond

Land Use Map

Bylaw 8948
2016/10/24



191



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DATE: 17 AUG 21
SCALE: 1/8" = 1'-0"
DRAWN: JON
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PROJECT NUMBER: 17-170

DRAWING TITLE: LANDSCAPE PLAN

PROJECT: **Tim Hortons**
STORE 107629
4600 JACOMBS RD.
RICHMOND, BC

NO.	DATE	REVISION DESCRIPTION	BY
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4	18 MAY 21	ISSUE FOR PERMITTING	JON
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8	18 MAY 21	ISSUE FOR PERMITTING	JON
9	18 MAY 21	ISSUE FOR PERMITTING	JON
10	18 MAY 21	ISSUE FOR PERMITTING	JON

CLIENT: **pmg LANDSCAPE ARCHITECTS**
Suite C100 - 4185 Still Creek Drive
Richmond, BC V6X 3A7
P: 604.274.0071 | F: 604.274.0022

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EX TREE
MANAGEMENT PLAN

DRAWING TITLE

SEAL

PROJECT:

Tim Horizons
STORE 107629

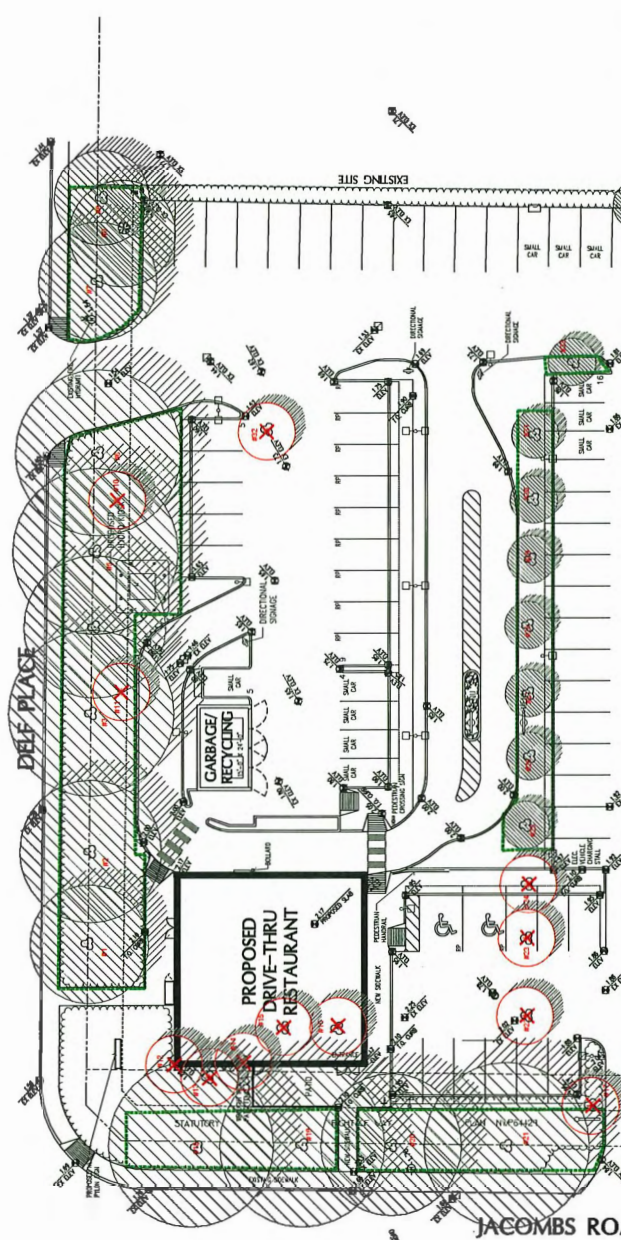
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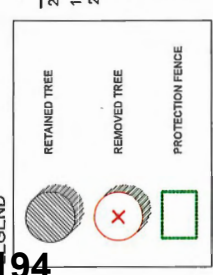
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7450mm DBH	75.0m
7500mm DBH	75.5m
7550mm DBH	76.0m
7600mm DBH	76.5m
7650mm DBH	77.0m
7700mm DBH	77.5m
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9900mm DBH	99.5m
9950mm DBH	100.0m

Richmond

TREE PROTECTION AND TREE PROTECTION DISTANCE TABLE

SCALE: 1:200
DATE: DEC 2010
REV: 1.1

- TREE SUMMARY:**
- 21 RETAINED EXISTING TREES
 - 12 REMOVED EXISTING TREES
 - 24 PROPOSED TREES:
 - 5 ACER RUBRUM 'KARPIK'
 - 6 AMELANCHIER x 'AUTUMN BRILLIANCE'
 - 1 CEDRUS DEODORA BLUE HEAVEN
 - 6 CORNUS NUTTALLII WHITE WONDER
 - 6 FAGUS SYLVATICA 'RED OBELISK'





Address: 13020 Delf Place

File No.: ZT 18-801900

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9956, the developer is required to complete the following:

1. Provincial Ministry of Transportation & Infrastructure Approval.
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 \$145,000 (\$125,000 for the 17 on-site trees to be retained (tag# 1-9, 25-31 & 33) and \$20,000 for the 4 City-owned trees to be retained (tag#18-21)).
4. 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.
5. Registration of an aircraft noise indemnity covenant on title.
6. Registration of a legal agreement on title for commercial developments within 30 m of any residential use indicating the requirement to mitigate unwanted noise and demonstrate that the building envelope is designed to avoid noise generated by the internal use from penetrating into residential areas that exceed noise levels allowed in the City's Noise Bylaw; and comply with the City's Noise Bylaw for noise generated from rooftop HVAC.
7. Registration of a flood plain covenant on title identifying a minimum habitable elevation of 2.9 m GSC.
8. Registration of a legal agreement on title ensuring prior to Business License issuance of any drive-through restaurant on the property, the business must be registered permanently (or as long as the drive-through restaurant is located on the property) in the City's Adopt-a-Street Program for Jacombs Road, from Highway 91 to Cambie Road.
9. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.
10. Enter into a Servicing Agreement* for the design and construction of servicing upgrades and frontage improvements. A Letter of Credit for the Service Agreement will be required. Works include, but may not be limited to:

Frontage Improvements (Transportation):

- a) Delf Place: construct a new 1.5m wide sidewalk along the entire Delf Place frontage, incorporating the retention of the trees along the north property line.
- b) Jacombs Road: construct a new 1.5m wide sidewalk along the entire Jacombs Road frontage, incorporating the retention of the trees along the west property line.
- c) Construct a curb extension on the southeast corner of Jacombs/Delf Place intersection.
- d) Special marked crosswalk across Jacombs Road at the intersection of Jacombs Road and Delf Place, with downward lighting and flashing beacons.

Water Works:

- a) Using the OCP Model, there is 431L/s of water available at a 20 psi residual at the Jacombs Road frontage, and 388 L/s of water available at a 20 psi residual at the Delf Place frontage. Based on your zoning, your site requires a minimum fire flow of 250 L/s.
- b) 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) Provide a right-of-way for the water meter, unless located inside a mechanical room. 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 W20-SD) + 0.5 m on all sides. Exact right-of-way dimensions to be finalized via the servicing agreement process.

- c) At Developer's cost, the City is to:
 - i) Cut and cap the existing water service connection.
 - ii) Install a new water service connection complete with meter and meter box. Meter to be located onsite in a right of way, as described above.

Storm Sewer Works:

- d) At Developer's cost, the City is to:
 - i) Install inspection chambers and new leads to the property line on both existing storm connections.

Sanitary Sewer Works:

- e) At Developer's cost, the City is to:
 - i) Cut, cap, and remove the existing northernmost sanitary connection and inspection chamber serving the now-demolished northern building.
 - ii) Install a new sanitary connection, complete with inspection chamber, to serve the proposed development.

Frontage Improvements (Engineering):

- f) The Developer is required to:
 - i) Coordinate with BC Hydro, Telus and other private communication service providers to 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, 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

General Items:

- g) The Developer is required to:
 - i) 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.
 - ii) 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.

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

1. Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and a Landscape Security based on 100% of the cost estimate provided by the Landscape Architect (including all hard and soft materials, installation and a 10% contingency).
2. Submission of an Acoustical Report from an acoustical consultant to demonstrate how the proposed restaurant and drive-through operations, including sound to be generated by drive-through speakers, exhaust fans, HVAC system

and all other mechanical equipment on-site, complies with the maximum permitted levels under the City's Noise Regulation Bylaw 8856.

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

1. Payment of Development Cost Charges (City and GVS & DD).
2. 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.
3. Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
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 copy on file]

Signed _____

Date _____



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9956 (ZT 18-801900)
13020 Delf Place**

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

1. Richmond Zoning Bylaw 8500 is amended by:
 - a. Inserting the following permitted use in Section 12.3.3.A Secondary Uses in the Industrial Business Park (IB1) zone:
“Restaurant, drive-through”
 - b. Inserting the following clause and renumbering Section 12.3.11 Other Regulations in the Industrial Business Park (IB1) zone accordingly:
**“7. Restaurant, drive-through shall be only permitted on the following site(s), limited to one establishment and a maximum floor area of 300 m²:
13020 Delf Place
P.I.D. 003-515-966
Lot 6 Section 32 Block 5 North Range 5 West New Westminster District
Plan 64525”**
2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 9956”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

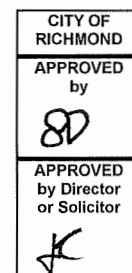
OTHER CONDITIONS SATISFIED

MINISTRY OF TRANSPORTATION AND
INFRASTRUCTURE APPROVAL

ADOPTED

MAYOR

CORPORATE OFFICER





City of Richmond

Report to Committee

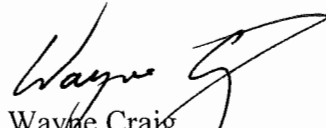
To: Planning Committee
From: Wayne Craig
Director, Development

Date: January 15, 2019
File: RZ 17-768762


Re: Application by Landcraft Homes Ltd. for Rezoning at 5751 Francis Road from "Single Detached (RS1/E)" Zone to "Arterial Road Three-Unit Dwellings (RTA)" Zone

Staff Recommendation

1. That Richmond Zoning Bylaw 8500, Amendment Bylaw 9976 to create the "Arterial Road Three-Unit Dwellings (RTA)" zone, be introduced and given First Reading.
2. That Richmond Zoning Bylaw 8500, Amendment Bylaw 9974, for the rezoning of 5751 Francis Road from "Single Detached (RS1/E)" zone to "Arterial Road Three-Unit Dwellings (RTA)" zone, be introduced and given First Reading.


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

WC:el
Att. 6

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

Staff Report

Origin

Landcraft Homes Ltd. has applied to the City of Richmond for permission to rezone 5751 Francis Road (Attachment 1) from the “Single Detached (RS1/E)” zone to the “Arterial Road Three-Unit Dwellings (RTA)” zone in order to permit the development of a triplex on site. A Development Permit application is required and has been received to address the form and character of the proposed triplex. A preliminary site plan, streetscape elevation and landscape plan are provided for reference in Attachment 2.

A new “Arterial Road Three-Unit Dwellings (RTA)” zone is also being introduced to support the development of Arterial Road Triplexes envisioned in the Arterial Road Land Use Policy.

Findings of Fact

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

Subject Site Existing Housing Profile

There is an existing single-family dwelling on the property, which will be demolished. The developer has indicated that the dwelling is currently rented, and that it does not contain a secondary suite.

Surrounding Development

- To the North: Fronting Cantrell Road, single-family homes on lots zoned “Single Detached (RS1/E)”.
- To the South: Across Francis Road, single-family homes on lots zoned “Single Detached (RS1/C)” and “Single Detached (RS1/E)”.
- To the East: Single-family homes on lots zoned “Single Detached (RS1/E)”.
- To the West: Congregation of the Richmond Gospel Hall on a lot zoned “Assembly (ASY)”.

Related Policies & Studies

Official Community Plan/Steveston Area Plan

The 2041 Official Community Plan (OCP) Land Use Map designation for the subject site is “Neighbourhood Residential”. The proposed triplex development is consistent with this land use designation.

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 the City Centre. The subject site is identified for "Arterial Road Duplex/Triplex" on the Arterial Road Housing Development Map. Since the subject site has a lot area larger than 743.2 m² (8,000 ft²) and has a frontage wider than 13.4 m (44 ft.), the proposed triplex development is in compliance with the Arterial Road Triplex 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 construct a triplex on the subject site; one unit will be in the front of the property with direct pedestrian access from Francis Road, and two units will be at the back of the property with main entrances from the auto-court proposed on site. All units will have a side-by-side attached garage. In keeping with the architectural character of the neighbourhood, the triplexes will be two storeys and will feature a peaked roof.

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:

- Compliance with Development Permit Guidelines for triplex projects in the 2041 Official Community Plan (OCP).
- Review of the architectural character, scale and massing to ensure that the proposed triplex is well designed, fits well into the neighbourhood, and does not adversely impact adjacent homes.

- Design development is required on the west elevation to provide additional articulation on the elevation that is exposed to the parking area of the adjacent assembly site.
- Design development is required to provide additional private open space for the street fronting unit, outside of the front yard along the arterial road.
- Review of aging-in-place features in all units and the provision of a convertible unit
- Refinement of the proposed site grading to provide appropriate transition between the proposed development and adjacent existing developments.
- Refinement of landscape design, including the location and type of fence proposed within the front yard, and the provision of a holding area or an enclosure for garbage/recycling material storage/collection.

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 north property line of the subject site for an existing sanitary sewer line. The developer is aware that no construction is permitted in these areas.

Accessible Housing

The developer has agreed that aging in place features will be provided in all units (e.g., inclusion of blocking to bathrooms for installation of grab-bars, provision of blocking to stair walls to accommodate lift installation at a future date, and provision of lever door handles). In addition, one convertible unit will be provided in this triplex development (i.e., Unit Type B). Details of the accessible housing features will be reviewed at the future Development Permit stage.

Transportation and Site Access

Vehicular access to the proposed development is to be provided via a single driveway from Francis Road along the east property line of the subject site. An on-site turnaround for passenger cars is to be provided in the proposed auto-court. One visitor parking space is to be provided as per the parking requirements under the "Arterial Road Three-Unit Dwellings (RTA)" zone. It is expected that the property to the east at 5771 Francis Road will be redeveloped into a triplex in the future and access to this future triplex development will be via the proposed driveway located on the subject site. A Public Right-of-Passage (PROP) Statutory Right-of-Way (SRW) over the entire area of the proposed entry driveway from Francis Road, the on-site turnaround/auto-court, and the visitor parking area will be secured as a condition of rezoning.

The lot access currently serves one single family dwelling. To address the increased traffic impacts, the following mitigation measures are required as part of the frontage upgrades for the development:

- The first 6 m of each driveway from the back of the sidewalk is to be maintained at 6 m wide to allow for two vehicles in opposing directions to pass, and then tapered at a 5:1 transition to a minimum width of 4 m.
- The driveway is to be constructed to City design standards with 0.9 m flares at the curb and 45° offsets to meet the grade of sidewalk/boulevard.
- Special stamped/tinted concrete treatment for the sidewalk is to be provided across each driveway to better highlight the driveway point on Francis Road for cyclists and pedestrians.

Tree Retention and Replacement

The developer has submitted a Certified Arborist's Report; which identifies on-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 on the subject property. There is no tree located on neighbouring properties that is within 2 m of the common property line or that has a crown (dripline) encroaching onto the subject property. There is no street tree located on City property in front of the site. A Tree Management Plan can be found in Attachment 4.

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

- Two trees located on site, specifically tag# 46 (12" dia Cherry) and tag #47 (Multi-branching Magnolia) have been repeatedly pruned for a compact form and as a result display low vigor. These trees should be removed and replaced.
- Replacement trees should be specified at 2:1 ratio as per the Official Community Plan (OCP).

Tree Replacement

The developer wishes to remove two on-site trees. The 2:1 replacement ratio would require a total of four replacement trees. According to the Preliminary Landscape Plan provided by the developer (Attachment 2), the developer is proposing to plant 10 trees on site. The size and species of replacement trees will be reviewed in detail through Development Permit and overall landscape design.

Affordable Housing Strategy

Currently there is no policy or contribution rate for triplexes identified in the Affordable Housing Strategy. However, staff recommend that a cash-in-lieu contribution using the current townhouse rate of \$8.50 per buildable square foot (i.e., for a contribution of \$45,900) be considered for this development, as townhouse and triplex are similar in built forms (i.e., both building forms have party walls, whereas a single-family dwelling does not). The proposed RTA zone and associated zoning bylaw amendments will secure affordable housing contribution in keeping with standard density bousing approach.

Energy Step Code

The developer has committed to design the subject development to meet the City's Step Code requirements (Attachment 5). Details on how all units are to be built and maintained to this commitment will be reviewed at Building Permit stage.

Site Servicing and Frontage Improvements

Prior to final adoption of the rezoning bylaw, the developer is required to dedicate a 0.2 m wide road across the Francis Road frontage to accommodate the required frontage improvements. The exact road dedication is to be determined based on legal surveys. The developer is also required to provide a minimum 3.0 m x 2.0 m right-of-way to the City for the water meter and meter box. The exact location will be determined based on legal surveys.

Frontage improvements and service connections will be done through a City Works Order at developer's sole cost at the Building Permit stage. Frontage improvement works include, but are not limited to, construction of a new 1.5 m wide concrete sidewalk at the property line and provide a minimum 1.5 m wide treed and landscaped boulevard. Detailed scope of the frontage improvement works and service connection can be found in Attachment 6.

Proposed "Arterial Road Three-Unit Dwellings (RTA)" zone

An amendment to the Richmond Zoning Bylaw 8500 is proposed to create the new "Arterial Road Three-Unit Dwellings (RTA)" zone in order to allow triplexes be developed along minor arterial roads as supported by the Arterial Road Land Use Policy.

The proposed "Arterial Road Three-Unit Dwellings (RTA)" zone is drafted based on the Arterial Road Duplex/Triplex Development Requirements under the Arterial Road Land Use Policy and the "Single Detached (RS)" zone. Provisions related to density, minimum lot size and lot width are based on the arterial road triplex development requirements as approved by Council; provisions related to the lot coverage, building setbacks and building heights are drafted based on the "Single Detached (RS)" zone in order to ensure that the form and character of triplexes along arterial road is compatible with the adjacent single-family dwellings.

Permitted Density

Maximum permitted density is proposed to be the lesser of 0.6 floor area ratio (FAR) or 501.7 m² (5,400 ft²). The size of all triplex units must also be within the range of 133.7 m² (1,440 ft²) to 183.9 m² (1,980 ft²). These limitations in unit size are proposed:

- i. in response to public request for smaller ground-oriented housing units for young families and seniors who cannot afford large single-family homes; and
- ii. to allow flexibility on individual unit sizes in response to site specific considerations.

Lot Coverage of Landscaping

The lot coverage of landscaping with live plant materials requirement in the current “Single Detached (RS)” zone is based on a tier system. The minimum requirement is 20% for the smaller/narrow lots (such as RS1/A lots with a minimum lot width of 9 m wide; and the requirement escalates to up to 30% minimum for larger/wider lots (such as RS1/D lots with a minimum lot width of 15 m wide). A similar tier system is proposed for the RTA zone where the minimum lot coverage of landscaping with live plant materials requirement is:

- 20% for lots less than 12.0 m wide;
- 25% for lots of 12.0 m or more but less than 15.0 m in width; and
- 30% for lots of 15.0 m or more in width.

On-Site Parking

Currently, no visitor parking is required for triplex developments on arterial roads in the Zoning Bylaw. However, since the Arterial Road Land Use Policy allows for higher density, and the triplex developments are comparable to small townhouse projects; specific visitor parking requirements are proposed in the new zone to address parking concerns with triplex developments along arterial roads. Typically, one visitor parking space will be required per triplex development.

Housekeeping Amendments

In addition to the creation of a new zoning district, a number of housekeeping amendments to the Zoning Bylaw 8500 are required to accommodate the new arterial road triplex developments. The amendments include adding a new Three-Unit Housing definition, as well as adding references to three-unit dwellings in Section 4.18 (Residential Vertical Lot Width Envelope) and Section 5.4 (Secondary Suites), so that the those provisions which only apply to single family and duplex developments will also be applied to triplex developments. These changes would shape the triplex developments to be more compatible with the adjacent existing and future single-family homes and duplexes.

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 5751 Francis Road from the "Single Detached (RS1/E)" zone to the new "Arterial Road Three-Unit Dwellings (RTA)" zone, in order to permit the development of a triplex. The proposed new "Arterial Road Three-Unit Dwellings (RTA)" zoning district has been developed to accommodate triplex developments on minor arterial roads within a predominately single-family residential area.

The list of rezoning considerations is included in Attachment 6; which has been agreed to by the developer (signed concurrence on file).

On this basis, it is recommended that Zoning Bylaw 8500, Amendment Bylaw 9976 and Amendment Bylaw 9974 be introduced and given First Reading.



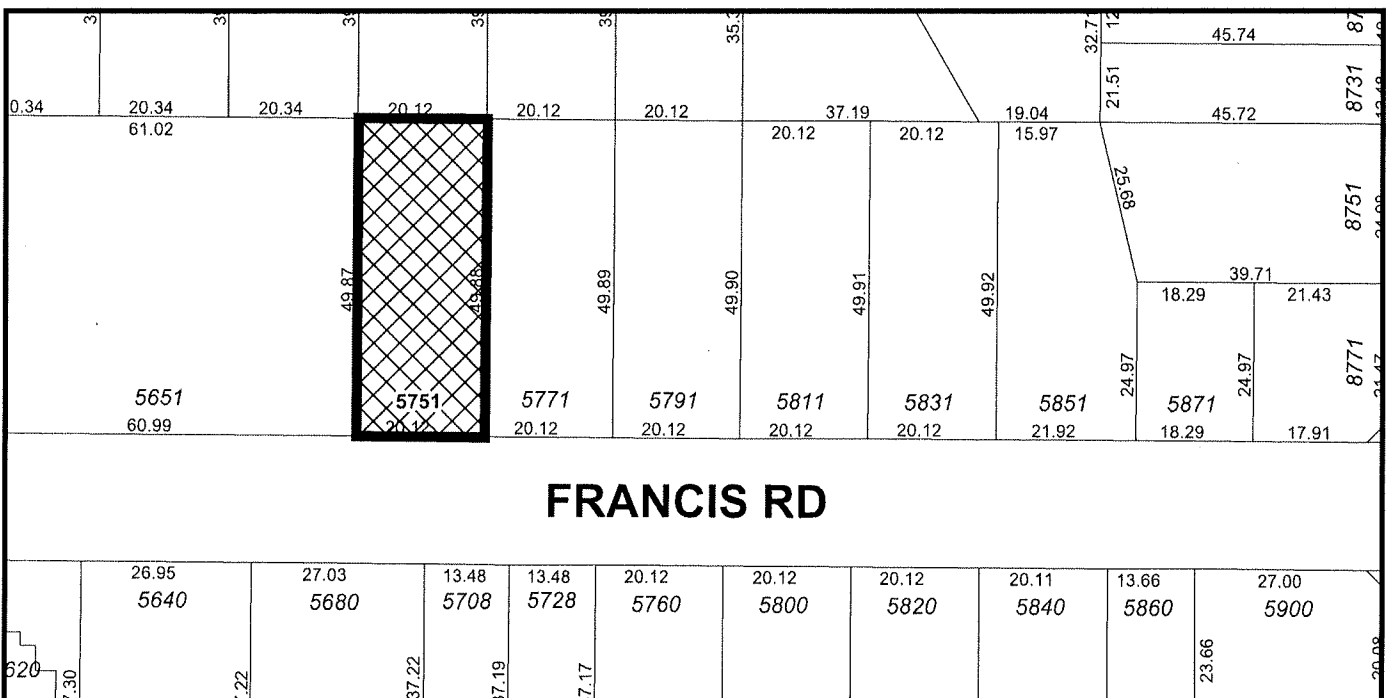
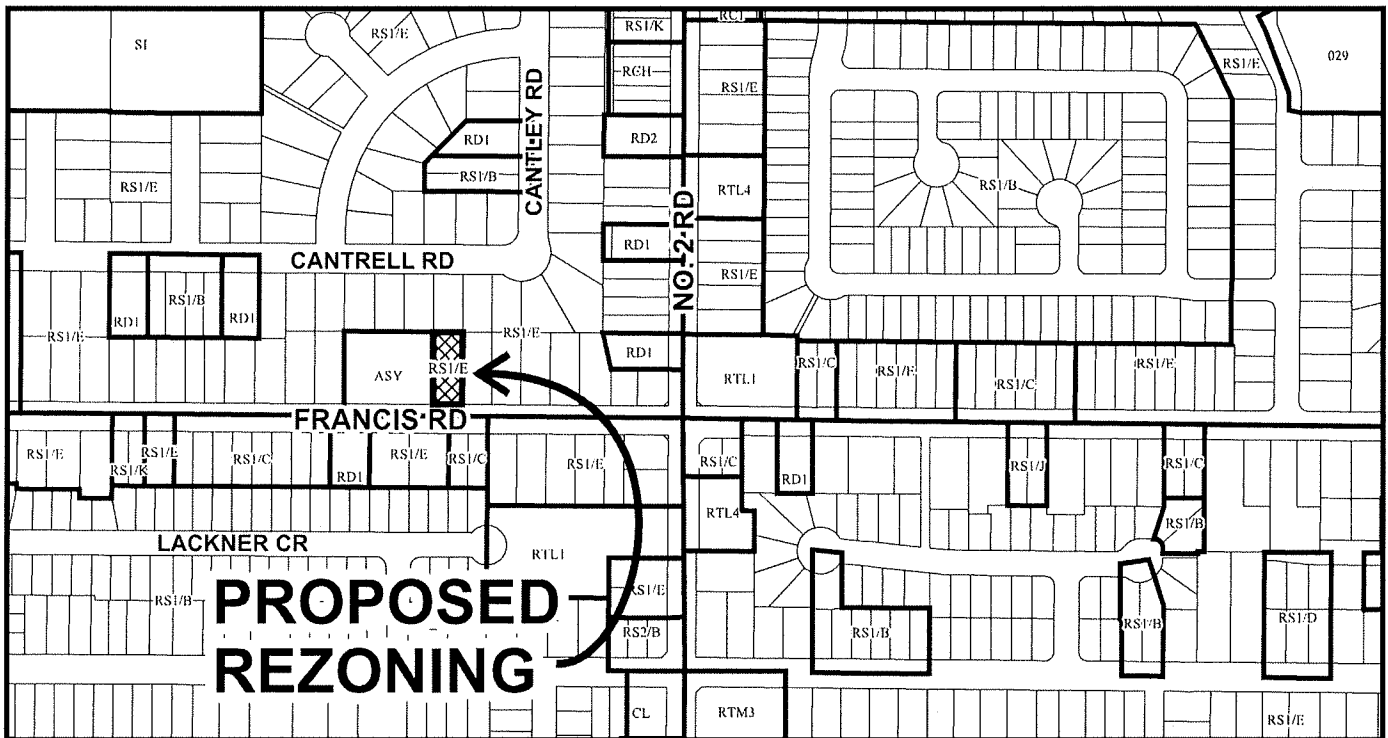
Edwin Lee
Planner 1
(604-276-4121)

EL:blg

- Attachment 1: Location Map
- Attachment 2: Conceptual Development Plans
- Attachment 3: Development Application Data Sheet
- Attachment 4: Tree Management Plan
- Attachment 5: Letter from Developer
- Attachment 6: Rezoning Considerations



City of Richmond



RZ 17-768762

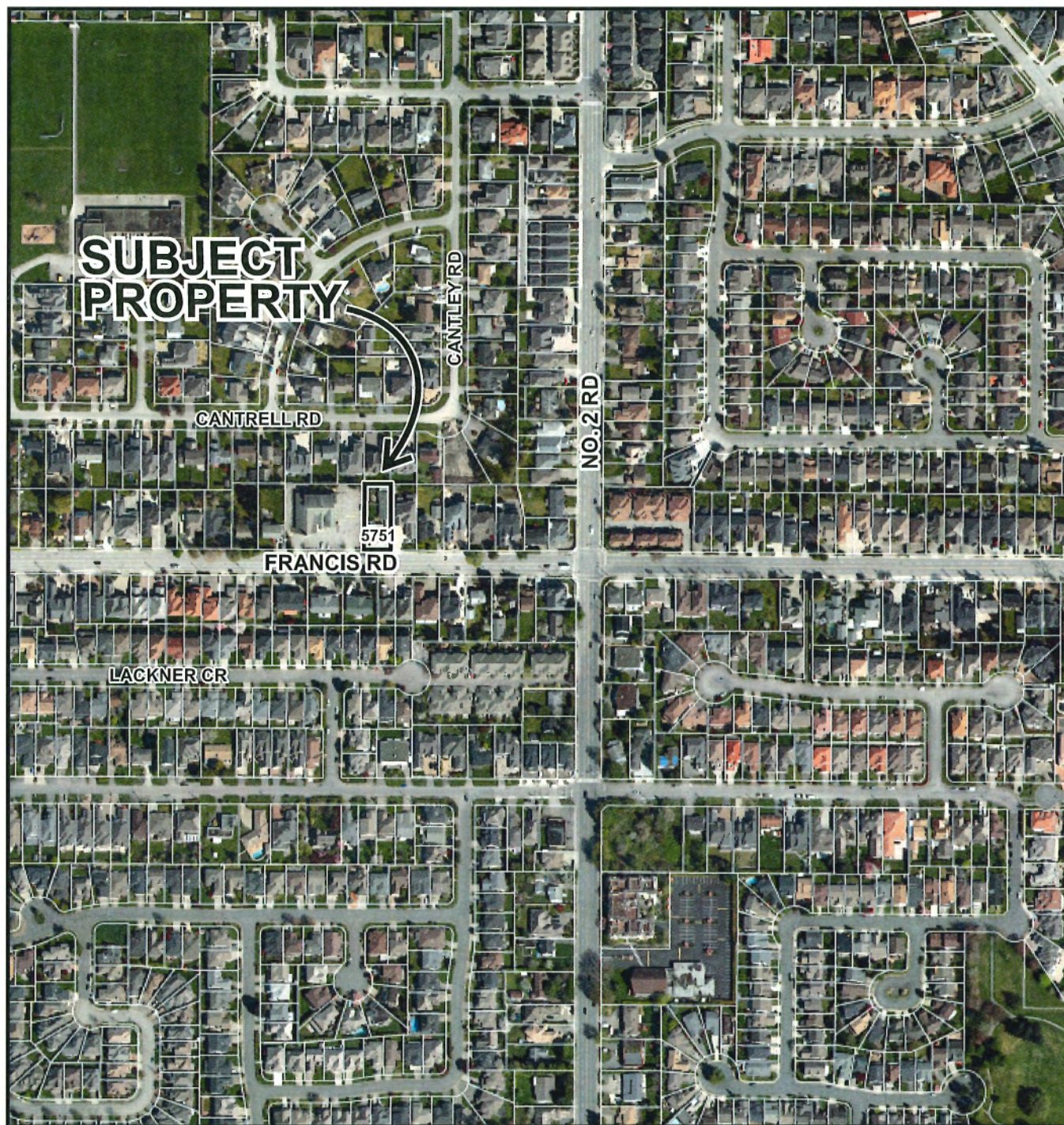
Original Date: 05/10/17

Revision Date:

Note: Dimensions are in METRES



City of
Richmond



RZ 17-768762

Original Date: 05/10/17

Revision Date:

Note: Dimensions are in METRES



CNCL - 209

2007/07/01	10	RECEIVED AS NEW CITY CHARTER
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2007/07/01	19	RECEIVED AS NEW CITY CHARTER
2007/07/01	20	RECEIVED AS NEW CITY CHARTER

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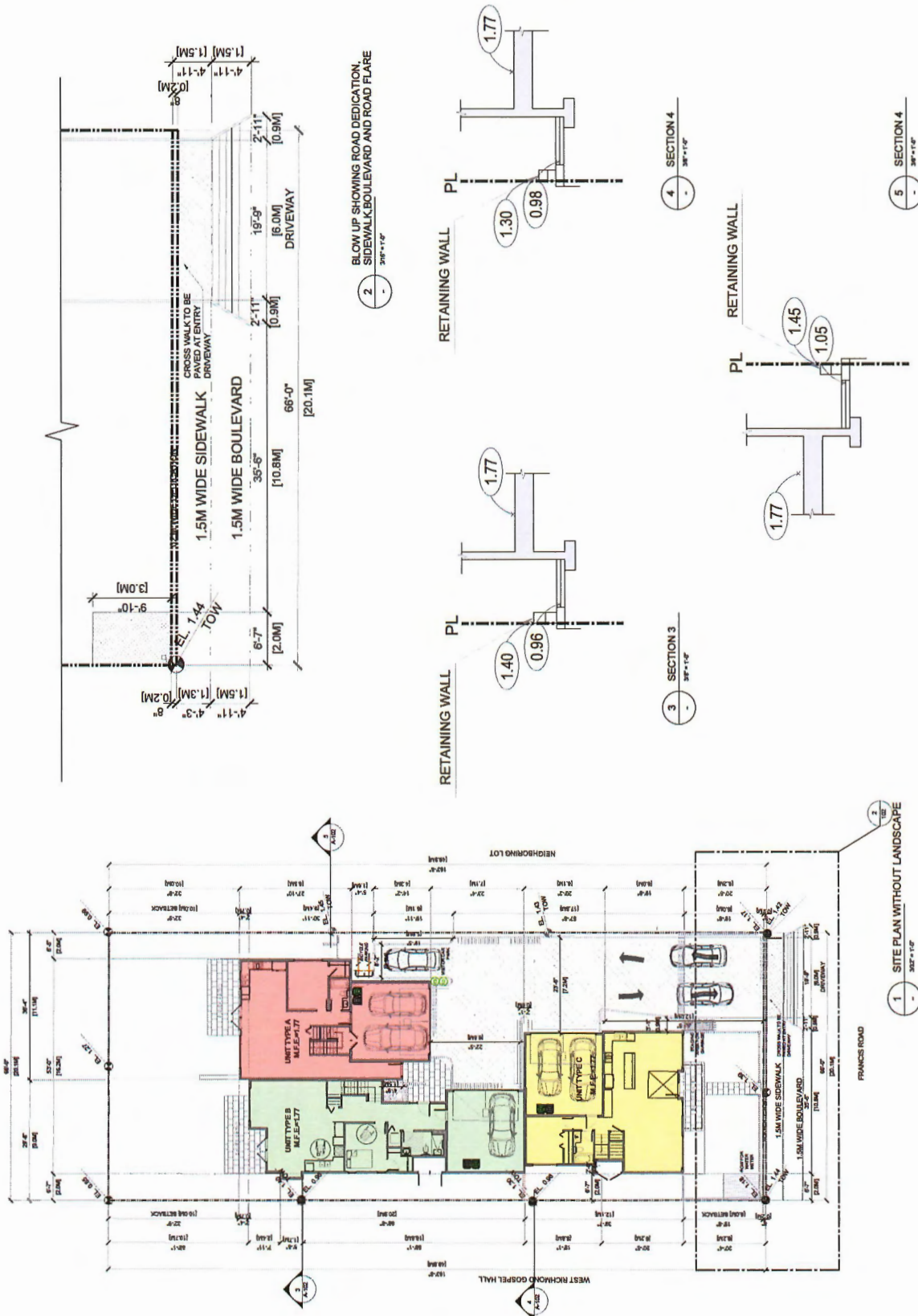
1285-1271 SHELL ROAD
RICHMOND BRITISH COLUMBIA
CANADA V6V 1Z9
TYRONE@SIR4.FORDON.SIR4.CA
inf@atachitects.ca

PROJECT
TRIPLEX DEVELOPMENT,
5751 FRANCIS ROAD,
DELMOND, CA

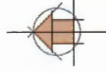
LANDCRAFT HOMES LTD.
UNIT-10, 12340 HORSESHOE WAY
RICHMOND, BC V7A 4Z1

DATE	10/2/2019
TIME	11:00 AM
NAME	WEST, JANE
ADDRESS	
CITY	
STATE	
ZIP	
PHONE	
EMAIL	
DOB	01/01/1980
SSN	123-45-6789
SEX	F
RACE	W
ETHNICITY	N
RELIGION	C
POLITICAL	D
EDUCATION	H
EMPLOYMENT	Y
INCOME	50000
ASSETS	100000
LIABILITIES	50000
CREDIT	750
SCORE	750
STATUS	A
REASON	
OFFER	
TERMS	
AGREEMENT	
SIGNATURE	
DATE	10/2/2019

CLASSIC NO. 1
A-102



NOTES:
 1. FOR CONCRETE UNITS BLOCKING TO
 PROVIDE IN WASHROOM WALLS IN
 ACCORDANCE WITH
 BCBC 2015-SECTION 3.1.



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	2017-07-10
2	ISSUED FOR PERMITTING	2017-07-10
3	ISSUED FOR PERMITTING	2017-07-10
4	ISSUED FOR PERMITTING	2017-07-10
5	ISSUED FOR PERMITTING	2017-07-10
6	ISSUED FOR PERMITTING	2017-07-10
7	ISSUED FOR PERMITTING	2017-07-10
8	ISSUED FOR PERMITTING	2017-07-10
9	ISSUED FOR PERMITTING	2017-07-10
10	ISSUED FOR PERMITTING	2017-07-10

df
 ARCHITECTURE
 INC.

1000 WEST 10TH AVENUE
 RICHMOND BRITISH COLUMBIA
 CANADA V6X 3X9
 TEL: 604.273.1111
 FAX: 604.273.1112
 WWW.DFA-ARCHITECTURE.COM

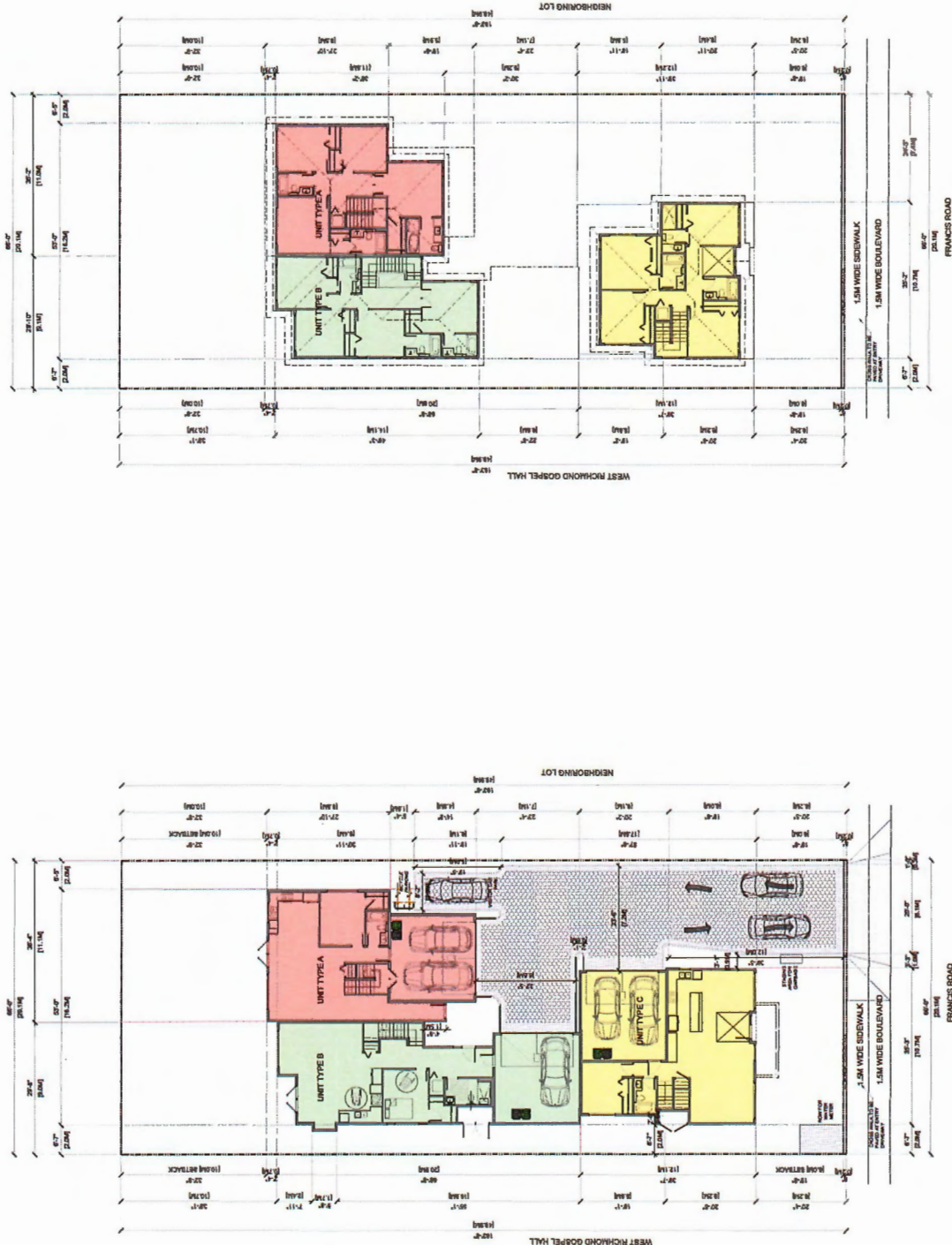
TRIPLE DEVELOPMENT,
 8701 FRANKLIN ROAD,
 RICHMOND, BC V6X 4Z1

LANDCRAFT HOMES LTD.
 8701 FRANKLIN ROAD,
 RICHMOND, BC V6X 4Z1

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	2017-07-10
2	ISSUED FOR PERMITTING	2017-07-10
3	ISSUED FOR PERMITTING	2017-07-10
4	ISSUED FOR PERMITTING	2017-07-10
5	ISSUED FOR PERMITTING	2017-07-10
6	ISSUED FOR PERMITTING	2017-07-10
7	ISSUED FOR PERMITTING	2017-07-10
8	ISSUED FOR PERMITTING	2017-07-10
9	ISSUED FOR PERMITTING	2017-07-10
10	ISSUED FOR PERMITTING	2017-07-10

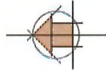
BUILDING PLANS

A-200 G



1 MAIN FLOOR PLAN
 3/32" = 1'-0"

2 SECOND FLOOR PLAN
 3/32" = 1'-0"

[illegible]

1235-1271 SHELL ROAD
ROCKWELL BRITISH COLUMBIA
CANADA V8T 3Z8
T/804/224-5114 F/804/224-5121

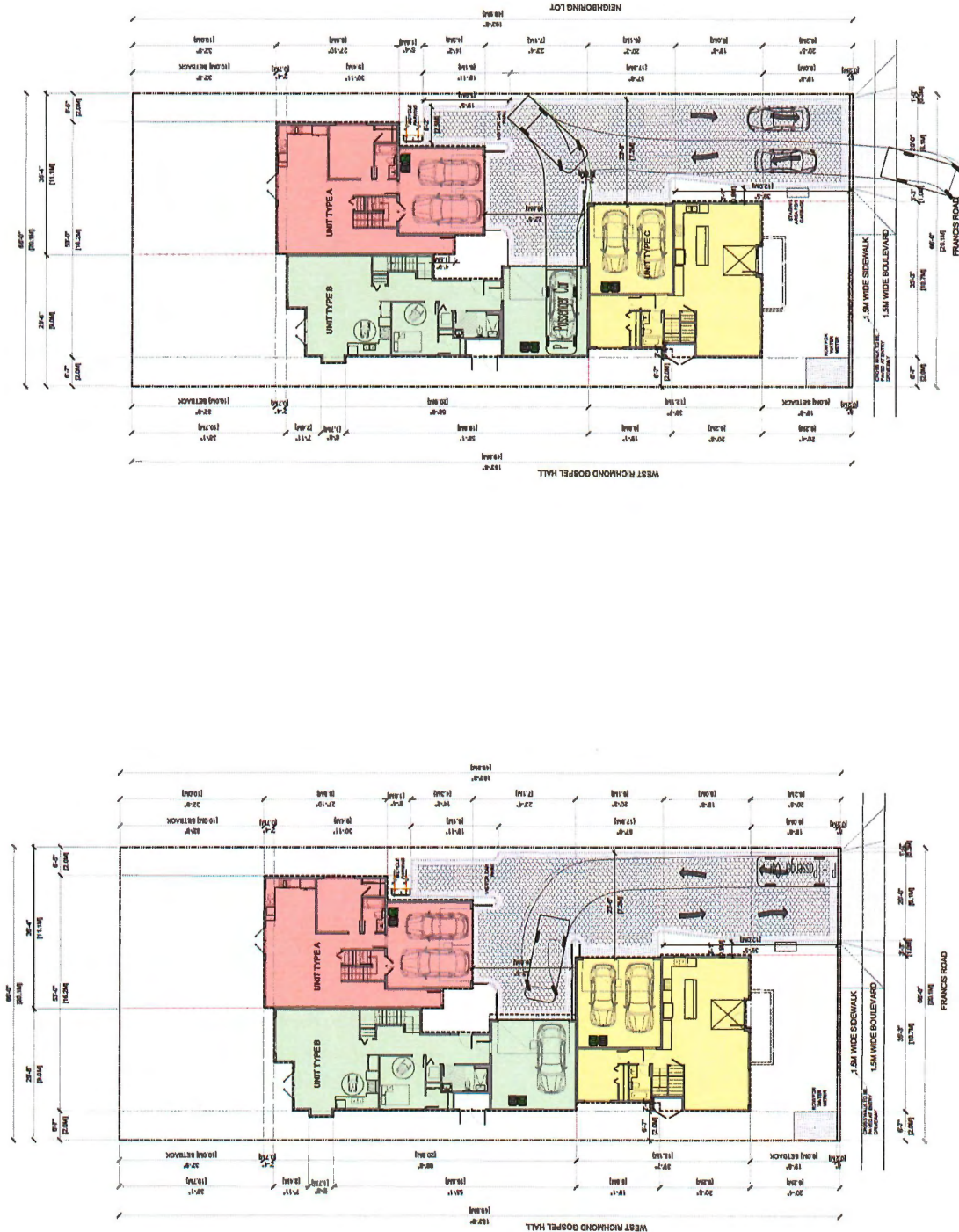
**TRIPLEX DEVELOPMENT,
5751 FRANCIS ROAD,
RICHMOND, B.C.**

LANDCRAFT HOMES LTD.
UNIT-10, 12340 HORSESHOE WAY,
RICHMOND, BC V7A 4Z1

Name
OACD
SALC 207 = 1%
JOB No. RM-DE
DWG NO. 896 2077

AUTO TURN AROUND

A-201





SITE
(5751 FRANCIS ROAD, RICHMOND)

WEST RICHMOND GOSPEL HALL



(5751 FRANCIS ROAD, RICHMOND)

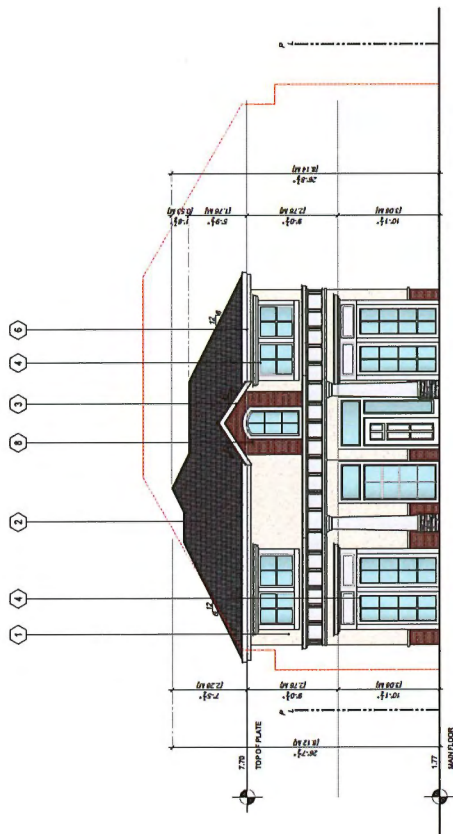
NEIGHBORING LOT

STREETSCAPE

NOTES:

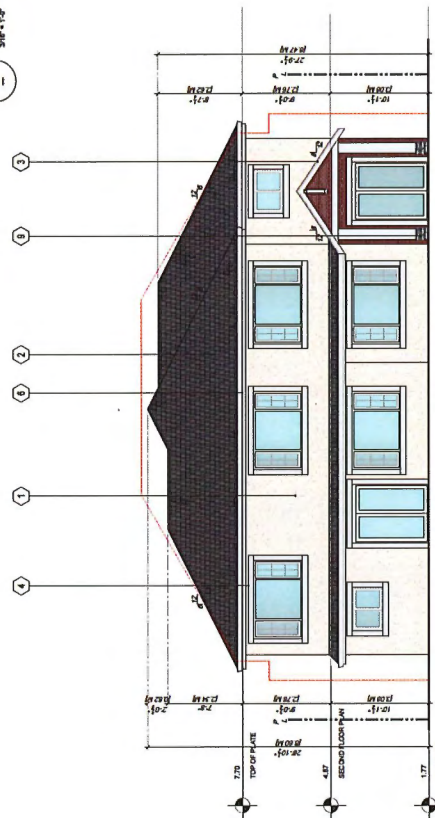
SCHEDULE OF FINISHES - SCHEME - 1
(STUCCO FINISH)

1. STUCCO FINISH PAINTED TO MATCH BENJAMIN MOORE HC-80
2. ASPHALT SHINGLE ROOF IKO CAMBRIDGE DUAL BLACK
3. WOOD TRIM/CASING AND FASCIA TO MATCH BENJAMIN MOORE 2122-20
4. VINYL WINDOWS TO MATCH BENJAMIN MOORE 21220-20
5. PAINTED BENJAMIN MOORE HC-80
6. GUTTERS TO MATCH BENJAMIN MOORE 2122-20
7. GARAGE DOOR BENJAMIN MOORE 21220-20
8. BRICK VENEER - MOUNTAIN RED
9. STONE CLADDING IXL DUTCH STONE PRESTIGE DRYSTACK



CNCL - 214

1 SOUTH ELEVATION
3/16" = 1'-0"



2 NORTH ELEVATION
3/16" = 1'-0"

NO.	DESCRIPTION	QUANTITY	UNIT
1	STUCCO FINISH	1000	SQ. FT.
2	ASPHALT SHINGLE ROOF	1000	SQ. FT.
3	WOOD TRIM/CASING AND FASCIA	1000	LINEAL FT.
4	VINYL WINDOWS	1000	SQ. FT.
5	PAINTED BENJAMIN MOORE	1000	SQ. FT.
6	GUTTERS	1000	LINEAL FT.
7	GARAGE DOOR	1000	SQ. FT.
8	BRICK VENEER	1000	SQ. FT.
9	STONE CLADDING	1000	SQ. FT.

df
ARCHITECTURE
INC.

100-1000 DALL ROAD
RICHMOND, BRITISH COLUMBIA
CANADA V6X 1A1
TEL: 604-271-1111
FAX: 604-271-1112

PROJECT: 2122-20
RICHMOND, BRITISH COLUMBIA
RICHMOND, B.C.

DATE: 10/1/01

LANDSCAPE ARCHITECT
UNIT-10, 12500 HORSeshOE WAY,
RICHMOND, BC V7A 4Z1

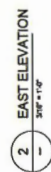
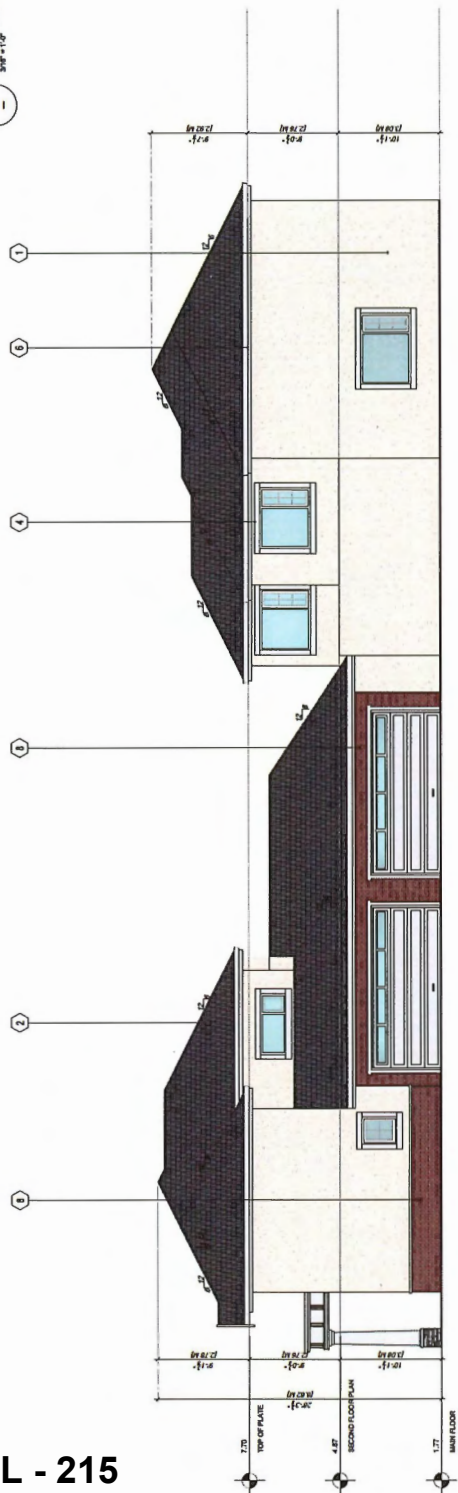
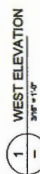
NO.	DESCRIPTION	QUANTITY	UNIT
1	STUCCO FINISH	1000	SQ. FT.
2	ASPHALT SHINGLE ROOF	1000	SQ. FT.
3	WOOD TRIM/CASING AND FASCIA	1000	LINEAL FT.
4	VINYL WINDOWS	1000	SQ. FT.
5	PAINTED BENJAMIN MOORE	1000	SQ. FT.
6	GUTTERS	1000	LINEAL FT.
7	GARAGE DOOR	1000	SQ. FT.
8	BRICK VENEER	1000	SQ. FT.
9	STONE CLADDING	1000	SQ. FT.

ELEVATIONS

NOTES:

A-301

G





RZ 17-768762

Attachment 3

Address: 5751 Francis Road

Applicant: Landcraft Homes Ltd.

Planning Area(s): Steveston

	Existing	Proposed
Owner:	Iqbal Singh Sandhu & Terjinder Singh Chung	No change
Site Size (m²):	1,003.7 m ²	999.6 m ²
Land Uses:	Single-family dwelling	Three-unit dwellings
OCP Designation:	Neighbourhood Residential	No change
Zoning:	Single-Detached (RS1/E)	Arterial Road Three-Unit Dwellings (RTA)
Number of Units:	1	3

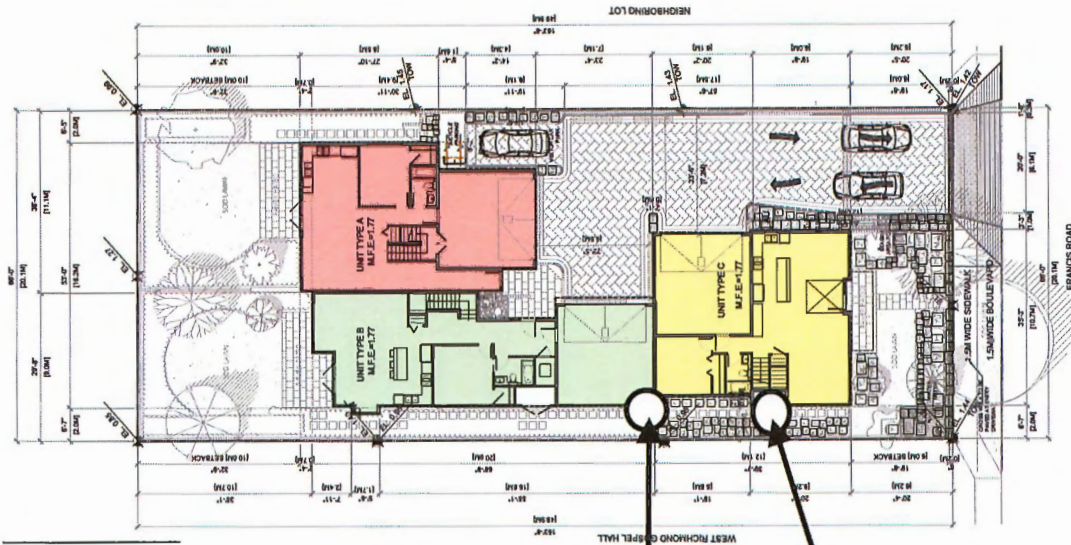
On Future Subdivided Lots	Bylaw Requirement (new RTA zone)	Proposed	Variance
Density (Net Floor Area):	The lesser of 0.6 FAR or 501.7 m ² per lot	501.7 m ² Max.	none permitted
Lot Coverage (% of lot area):	Building: Max. 45% Non-porous Surfaces: Max. 70% Landscaping: Min. 30%	Building: 45% Max. Non-porous Surfaces: 70% Max. Landscaping: 30% Min.	none
Lot Size:	Min. 743.2 m ²	999.6 m ²	none
Lot Dimensions (m):	Width: Min. 13.4 m Depth: Min. 30 m	Width: 20.12 m Depth: 49.87 m	none
Setbacks (m):	Front: Min. 6 m Rear - Ground: Min. 9.97 m Rear - 2 nd floor: Min. 10.70 m Side: Min. 2.0 m	Front: 6 m Min. Rear - Ground: 9.97 m Min. Rear - 2 nd floor: 10.70 m Min. Side: 2.0 m Min.	none
Height (m):	Max. 9.0 m (2 storeys)	9.0 m (2 storeys) Max.	none
Off-street Parking – Regular (R):	2 per unit	2 per unit	none
Off-street Parking– Visitor (V):	0.2 per unit (0.2 x 3) = 1	1	none
Off-street Parking – Total:	7	7	none
Tandem Parking Spaces:	Permitted	0	none

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

NOTES:

ARBORIST LEGEND
- TREE ID

NOTE: ONLY TWO SITE TREES
NO BOULEVARD OR ADJACENT
TREES OF CONCERN



Tree No.	Species			Crown Spread (radius)
	Common Name	Botanical Name	DBH (cm)	
1 (#46 Arborist Report)	Cherry	Prunus	30	3.7
2 (#47 Arborist Report)	Magnolia	Magnolia	60	3.7

Suitable Replacement Trees	
COMMON NAME	BOTANICAL NAME
Paperbark Maple	Acer griseum
Green Arrow Falsecypress	Chamaecyparis footiiensis
Princeton Sentry Alderleaf Tree	Ginkgo biloba 'Princeton Sentry'
Columnar White Pine	Pinus strobus 'Fastigiata'
Ananogawa Cherry	Prunus serrulata 'Ananogawa'
Weeping Redwood	Sequoiadendron giganteum
Pink Chimes Japanese Snowbell	Styrax japonicus 'Pink Chimes'

INCL - 217

1	100' x 100' (10,000 sq ft)
2	100' x 100' (10,000 sq ft)
3	100' x 100' (10,000 sq ft)
4	100' x 100' (10,000 sq ft)
5	100' x 100' (10,000 sq ft)
6	100' x 100' (10,000 sq ft)
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8	100' x 100' (10,000 sq ft)
9	100' x 100' (10,000 sq ft)
10	100' x 100' (10,000 sq ft)



ARCHITECTURE INC.
100' x 100' (10,000 sq ft)
100' x 100' (10,000 sq ft)
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TRIPLE DEVELOPMENT,
100' x 100' (10,000 sq ft)
100' x 100' (10,000 sq ft)
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100' x 100' (10,000 sq ft)

LANDSCAPE ARCHITECT,
100' x 100' (10,000 sq ft)
100' x 100' (10,000 sq ft)
100' x 100' (10,000 sq ft)
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1	100' x 100' (10,000 sq ft)
2	100' x 100' (10,000 sq ft)
3	100' x 100' (10,000 sq ft)
4	100' x 100' (10,000 sq ft)
5	100' x 100' (10,000 sq ft)
6	100' x 100' (10,000 sq ft)
7	100' x 100' (10,000 sq ft)
8	100' x 100' (10,000 sq ft)
9	100' x 100' (10,000 sq ft)
10	100' x 100' (10,000 sq ft)

SITE PLAN

1 SITE PLAN
300' x 100'

A-100 F




10-12240 Horseshoe Way
Richmond B.C v7a-4x9
604-771-0299 harj@landcraftgroup.ca

Re: Triplex duplex
5751 Francis Road, Richmond B.C
RZ 17-768762

Hi To whom it may concern

The developer Landcraft homes is committed to design the proposed development (5751 Francis road file RZ 17-768762) such that it will meet the energy efficiency requirements (i.e., Step Code) expected to be in place at the time of the proposed project's Building Permit application.


Harjit Sandhu



Address: 5751 Francis Road

File No.: RZ 17-768762

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9974, the developer is required to complete the following:

1. Final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9976.
2. 0.2 m wide road dedication along the entire Francis Road frontage to accommodate the required frontage improvements; exact width is to be confirmed with survey information to be submitted by the applicant.
3. Registration of a flood indemnity covenant on title.
4. The granting of a minimum 3.0 m x 2.0 m right-of-way for the water meter and meter box. The exact location is to be confirmed with survey information to be submitted by the applicant.
5. Registration of a statutory right-of-way (SRW), and/or other legal agreements or measures; as determined to the satisfaction of the Director of Development, over the entire area of the proposed entry driveway from Francis Road as well as the auto-court and visitor parking space proposed on site, in favour of future residential (duplex/triplex) development to the east. Language should also be included in the SRW document that the City will not be responsible for maintenance or liability within the SRW and that utility SRW under the drive aisle is not required.
6. City acceptance of the developer's offer to voluntarily contribute \$8.5 per buildable square foot (e.g. \$45,900) to the City's Affordable Housing Reserve Fund.
7. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.

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

1. Provide frontage improvements and service connections through a City Works Order at developer's sole cost; works include, but may not be limited to the following:

Water Works

- Using the OCP Model, there is 1,095 L/s of water available at a 20 psi residual at the Francis Road frontage. Based on the proposed development, your site requires a minimum fire flow of 220 L/s.
- The Developer is required to submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the 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.
- At Developer's cost, the City is to:
 - Install a new water service connection to serve the proposed development. Meter and meter box to be located onsite in a right-of-way.
 - Cut and cap, at main, the existing water service connection and remove meter.

Storm Sewer Works:

- At Developer's cost, the City is to:
 - Cut and cap, at main, the existing storm connection at the southwest corner of the development site and remove inspection chamber STIC54918.
 - Cut and cap, at inspection chamber, the existing storm connection at the southeast corner of the development site.
 - Install a new storm service connection complete with inspection chamber.

Sanitary Sewer Works:

- At Developer's cost, the City is to:

- Cut and cap, at inspection chamber, the existing sanitary service connection at the northwest corner of the development site.
- Install a new sanitary service connection complete with inspection chamber. Inspection chamber to be located within the existing right-of-way along the north property line.
- Not start onsite excavation or foundation construction prior to completion of rear yard sanitary works by City crews.
- Ensure no encroachments of onsite works (proposed trees, buildings, retaining walls, etc.) into existing sanitary right-of-way along north property line of subject site.

Frontage Improvements:

- At Developer's cost, the City is to:
 - construct a new 1.5 m concrete sidewalk at new property line, and new 1.5 m landscaped boulevard behind existing curb.
 - provide special stamped/tinted concrete treatment for the sidewalk across the driveway at the crossing.
- The Developer is required to coordinate with BC Hydro, Telus and other private communication service providers.
 - When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - To determine if above ground structures are required and coordinate their locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc). These should be located onsite.

General Items:

- The Developer is required to 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.
2. 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.
 3. Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
 4. If applicable, payment of latecomer agreement charges, plus applicable interest associated with eligible latecomer works.
 5. 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,

Initial: _____

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



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9974 (RZ 17-768762)
5751 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 THREE-UNIT DWELLINGS (RTA)"**.

P.I.D. 004-030-427

Lot "d" Section 24 Block 4 North Range 7 West New Westminster District Plan 17358

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9974"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED by <i>E.L.</i>
APPROVED by Director or Solicitor <i>[Signature]</i>



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9976
(Arterial Road Land Use Policy/Arterial Road Triplex)**

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) inserting the following definitions in alphabetical order:

“Housing, Three-Unit means a **building** commonly referred to as a triplex designed exclusively to accommodate three separate **dwelling units** living independently above, below or beside each other, designed and constructed as three **dwelling units** at initial construction, and where each **dwelling unit** in the **three-unit** housing may include one room that, due to its design, plumbing, equipment and furnishings, may be used as a secondary **kitchen** (e.g., a wok **kitchen**), provided that no more than two **kitchens** are located in one **dwelling unit** in the **three-unit housing**.”;
 - b) amending the definition of **“Residential vertical lot depth envelope”** by replacing **“single detached housing and two-unit housing only”** with **“single detached housing, two-unit housing and three-unit housing only”**; and
 - c) amending the definition of **“Residential vertical lot width envelope”** by replacing **“single detached housing or two-unit housing”** with **“single detached housing, two-unit housing, or three-unit housing”**.
2. Richmond Zoning Bylaw 8500, as amended, is further amended at Section 4.14 [Accessory Buildings and Accessory Structures] by inserting **“, three-unit housing”** following **“single detached housing”** in Section 4.14.4”.
3. Richmond Zoning Bylaw 8500, as amended, is further amended at Section 4.18 [Residential Vertical Lot Width Envelope] by:
 - a) replacing **“single detached housing or two-unit housing”** in Section 4.18.1 with **“single detached housing, two-unit housing, or three-unit housing”**; and

- b) replacing “**single detached housing and two-unit housing**” in Sections 4.18.2, 4.18.3 and 4.18.4 with “**single detached housing, two-unit housing and three-unit housing**”.
4. Richmond Zoning Bylaw 8500, as amended, is further amended at Section 5.4 [Secondary Suites] by:
- a) replacing “**two-unit housing or town housing**” in Sections 5.4.1.a, 5.4.1.b and 5.4.1.p with “**two-unit housing, three-unit housing or town housing**”; and
- b) replacing “**single detached housing and two-unit housing**” in Section 5.4.1.n with “**single detached housing, two-unit housing and three-unit housing**”;
5. Richmond Zoning Bylaw 8500, as amended, is further amended at Section 5.15 [Affordable Housing] by inserting the following into the table contained in Section 5.15.1(c) regarding Affordable Housing density bonusing provisions before the line for RAL2:

Zone	Sum Per Buildable Square Foot of Permitted Principal Building
“RTA	\$8.50”

6. Richmond Zoning Bylaw 8500, as amended, is further amended by inserting the following into Section 8 (Residential Zones), in numerical order:

8.17 Arterial Road Three-Unit Dwellings (RTA)

8.17.1 Purpose

The **zone** provides for three **dwelling units** on a single lot fronting an **arterial road**, plus other compatible **uses**.

8.17.2 Permitted Uses

- **housing, three-unit**

8.17.3 Secondary Uses

- **boarding and lodging**
- **community care facility, minor**
- **home business**
- **secondary suite**

8.17.4 Permitted Density

1. The maximum **density** is one **three-unit housing** unit per lot.
2. The maximum **floor area** is the lesser of:
 - a) the **floor area** calculated using the **floor area ratio** of 0.4; and
 - b) 501.7 m².
3. Notwithstanding Section 8.17.4.2(a), the reference to “0.4” is increased to a higher **density** of “0.6” if the **owner**, at the time **Council** adopts a zoning amendment bylaw to include the **owner’s lot** in the **RTA zone**, pays into the **affordable housing reserve** the sum specified in Section 5.15 of this bylaw.

4. Each **three-unit housing dwelling unit** must have a minimum **floor area** of 133.7 m² and must not exceed a maximum **floor area** of 183.9 m².
5. Notwithstanding Section 4.2.2, the following items are not included in the calculation of maximum **floor area**:
 - a) up to 37.5 m² of the attached **accessory buildings** per **three-unit housing dwelling unit** used for on-site parking purposes, which cannot be used for **habitable space**;
 - b) up to 10% of the **floor area** total calculated for the **lot** in question which must be used exclusively for covered areas of the **principal building**, provided that the covered areas are:
 - i) always open on two or more sides;
 - ii) never enclosed; and
 - iii) not located more than 0.6 m above the lowest horizontal floor;
 - c) one **accessory building** which is less than 10.0 m²; and
 - d) up to a maximum of 2.35 m² per **three-unit housing dwelling unit** for **floor area** occupied by those components of a **green building system** constructed or installed within the **principal building**.
6. Any portion of **floor area** in a **principal building** with a **ceiling height** which exceeds 5.0 m shall be considered to comprise two floors and shall be measured as such for the purposes of calculating **density**, except that a maximum of 10 m² of **floor area**, per **three-unit housing dwelling unit**, with a **ceiling height** which exceeds 5.0 m, provided such **floor area** is exclusively for interior entry and staircase purposes, are considered to comprise one floor.

8.17.5 Permitted Lot Coverage

1. The maximum **lot coverage** is 45% for **buildings**.
2. No more than 70% of a **lot** may be occupied by **buildings, structures and non-porous surfaces**.
3. The following percentages of the **lot area** is restricted to **landscaping** with live plant material:
 - a) 20% for **lots** less than 12.0 m wide;
 - b) 25% for **lots** of 12.0 m or more but less than 15.0 m in width; and
 - c) 30% for **lots** of 15.0 m or more in width.
 - d) any **side yard** area is excluded from the calculation of percentages of the **lot area** which is restricted to **landscaping** with live plant material.

8.17.6 Yards & Setbacks

1. The minimum **front yard** is 6.0 m.

2. The minimum **interior side yard** is:
 - a) 2.0 m for **lots** of 20.0 m or more in width;
 - b) 1.8 m for **lots** of 18.0 m or more but less than 20.0 m in width; and
 - c) 1.2 m for **lots** less than 18.0 m wide.
3. The minimum **exterior side yard** is 3.0 m, except where the **exterior side yard** is on an **arterial road** it is 6.0 m.
4. The minimum **rear yard** is the greater of 6.0 m or 20% of the total **lot depth**, for a maximum width of 60% of the rear wall of the **first storey**; and 25% of the total **lot depth**, for the remaining 40% of the rear wall of the **first storey** and any second **storey**, or **half (½) storey** above, up to maximum required **setback** of 10.7 m.
5. Notwithstanding Section 8.17.6.4 above:
 - a) the minimum **rear yard** may be reduced to 6.0 m, as specified in a Development Permit approved by the City; and
 - b) for a **corner lot** where the **exterior side yard** is 6.0 m, the minimum **rear yard** is reduced to 1.2 m.
6. The minimum **setbacks** for **accessory buildings, carports and garages** are:
 - a) 12.0 m for the **front yard**;
 - b) 3.0 m for the **exterior side yard**, except on an **arterial road** it is 6.0 m;
 - c) 1.2 m for the **interior side yard**; and
 - d) 6.0 m for the **rear yard**, except that for a **corner lot** where the **exterior side yard** is 6.0 m, the **rear yard setback** is reduced to 1.2 m.
7. Detached **accessory buildings** up to 10.0 m² may be located within the **interior side yard** and **rear yard** but no closer than 6.0 m of an **arterial road** and 3.0 m of a local **road**.
8. The following projections shall be permitted, subject to the *Building Code*:
 - a) **balconies** and **bay windows** which form part of the **principal building**, may project into **front yard, rear yard** and **exterior side yard** no more than 0.6 m;
 - b) fireplaces and chimneys, whether enclosed or unenclosed, which form part of the **principal building**, may project for a distance of:
 - i) 1.0 m into the **front yard**;
 - ii) 0.6 m into the **side yard**, limited to one exterior wall of the **principle building**, for the purposes of a chimney or fireplace assembly only, and shall not exceed 1.8 m in horizontal length. No masonry footing is permitted for the chimney or fireplace assembly; and
 - iii) 0.6 m into the **rear yard**;

- c) **porches** which form part of the **principal building**, that are less than 5.0 m in **height** and open on those sides which face a public **road** may project for a distance of:
 - i) 1.5 m into the **front yard**;
 - ii) 0.6 m into the **exterior side yard**; and
 - iii) 1.5 m into the **exterior side yard** where the **exterior side yard** is 6.0 m;
 - d) **building** elements in the **principal building** that promote sustainability objectives such as solar panels, solar hot water heating systems and rainwater collection systems may project into the **side yard** and **rear yard** no more than 0.6 m;
 - e) other portions of the **principal building** which are less than 2.0 m in **height** may be located within the **rear yard** but no closer than:
 - i) 3.0 m of a public **road**.
 - ii) 6.0 m of an **arterial road**; and
 - iii) 1.2 m of the **rear lot line** or a **side lot line**; and
 - f) where a **lot** has a **lot width** of 18.0 m or more, portions of the **principal building** which do not exceed 5.0 m in **height** (chimneys excepted) may project into the required **side yard** but in no event closer than 1.2 m to a **side lot line**. (See **residential vertical lot width envelope** illustration in the definitions).
9. The minimum **building separation space** is 1.2 m, except that cantilevered roofs, **balconies**, unenclosed fireplaces and chimneys may project into the minimum **building separation space** for a distance of 0.6 m.

8.17.7 Permitted Heights

- 1. The maximum **height** for **principal buildings** is 2 storeys or 9.0 m, whichever is less, but it shall not exceed the **residential vertical lot width envelope** and the **residential vertical lot depth envelope**. For a **principal building** with a flat roof, the maximum **height** is 7.5 m.
- 2. The ridge line of a front roof dormer may project horizontally up to 0.915 m beyond the **residential vertical lot depth envelope** but no further than the **setback** required for the **front yard**.
- 3. The ridge line of a side roof dormer may project horizontally up to 0.915 m beyond the **residential vertical lot width envelope** but no further than the **setback** required for the **interior side yard** or the **exterior side yard**.

8.17.8 Subdivision Provisions/Minimum Lot Size

- 1. The minimum **lot area** is 743.2 m².
- 2. The minimum **lot width** is 13.4 m, except that:
 - a) the minimum **lot width** for **interior lots** that share a **vehicle access** with an **adjacent lot** on an **arterial road** is 10.35 m;

- b) the minimum **lot width** for **corner lots** flanking an **arterial road** is 15.0 m;
 - c) the minimum **lot width** for **corner lots** flanking a local **road** with **vehicle access** from the local **road** is 10.35 m; and
 - d) the minimum **lot width** for **corner lots** flanking a local **road** and share a **vehicle access** with an **adjacent lot** on **arterial road** is 12.35 m.
3. The minimum **lot depth** is 30.0 m.

8.17.9 Landscaping & Screening

1. **Landscaping** and **screening** shall be provided according to the provisions of Section 6.0.

8.17.10 On-Site Parking

1. On-site **vehicle** parking shall be provided according to the standards set out in Section 7.0, except:
- a) at least 50% of the required residential **use parking spaces** shall be standard spaces;
 - b) at least 50% of the residential **use parking spaces** provided in a side-by-side arrangement within an enclosed **garage** shall be standard spaces;
 - c) where residents of a single **three-unit housing dwelling unit** intend to use two **parking spaces**, the two **parking spaces** may be provided in a **tandem arrangement** with one standard **parking space** located behind another one standard **parking space** and both standard **parking spaces** may be set perpendicular to the **adjacent** manoeuvring aisle.
 - d) visitor parking requirement shall be 0.2 **parking spaces** per **dwelling unit**;
 - e) for the purpose of this **zone** only, a standard space must have a minimum length of 5.5 m and a minimum width of 2.5 m and a small space must have a minimum length of 4.6 m and a minimum width of 2.3 m; and
 - f) for the purpose of this **zone** only, visitor **parking spaces** may be used collectively by two adjacent **lots** sharing a **vehicle access** from an **arterial road**, as specified in a Development Permit approved by the City.
2. Visitor **parking spaces** shall be:
- a) marked with a clearly visible sign a minimum size of 300 mm by 450 mm with the words "VISITORS ONLY" in capital letters identifying the **parking spaces**; and
 - b) marked on the parking surface with the words "VISITORS ONLY" in capital letters a minimum 30 cm high and 1.65 m in length.

8.17.11 Other Regulations

1. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and Specific Use Regulations in Section 5.0 apply.

7. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 9976”**.



FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED

_____	<div style="border: 1px solid black; padding: 2px;"> CITY OF RICHMOND APPROVED by  APPROVED by Director or Solicitor  </div>

MAYOR

CORPORATE OFFICER



City of Richmond

Report to Committee

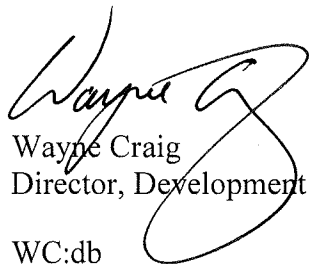
To: Planning Committee
From: Wayne Craig
Director, Development

Date: January 15, 2019
File: ZT 18-818164

Re: Application by Christopher Bozyk Architects Ltd. for a Zoning Text Amendment to the "Vehicle Sales (CV)" Zone to Allow an Increase in Floor Area Ratio at 5660 Parkwood Way

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9981, for a Zoning Text Amendment to the "Vehicle Sales (CV)" Zone to increase the maximum permitted Floor Area Ratio (FAR) to 0.84 for the property located at 5660 Parkwood Way, be introduced and given first reading.

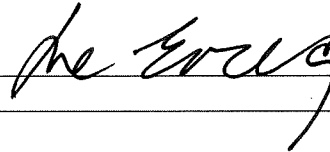


Wayne Craig
Director, Development

WC:db
Att. 7

REPORT CONCURRENCE

CONCURRENCE OF GENERAL MANAGER



Staff Report

Origin

Christopher Bozyk Architects Ltd. has applied for permission to amend the “Vehicle Sales (CV)” Zone to increase the maximum floor area ratio from 0.5 to 0.84 at 5660 Parkwood Way (Attachment 1). The applicant’s proposal is to construct a new 9,267.65 m² (99,756 ft²) three-storey commercial vehicle retail facility with roof top parking, a sales floor, a service area, car wash (non-public), employee amenities and car storage (Attachment 2).

The facility is intended to accommodate a new Volkswagen dealership with sufficient on-site vehicle inventory to reduce the need for off-site vehicle storage. A separate Development Permit application (DP 18-818161) will be required prior to any construction.

The subject property is a 1.105 ha (2.73 ac) parcel located in the East Cambie Planning Area (Attachment 3). The site is currently vacant with the two dealership facilities that previous occupied the site having been removed in mid-2017.

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is provided in Attachment 4.

Surrounding Development

Being centrally located within the Richmond Auto Mall, the site is entirely surrounded by automobile dealerships - all of which are on properties similarly zoned “Vehicle Sales (CV)”.

Surrounding development is as follows:

- To the North: A 0.93 ha (2.3 acre) lot containing the Richmond Acura dealership (ZT 15-694669 adopted and DP 14-669686 issued July 27, 2015);
- To the South: A 1.0 ha (2.46 acre) lot containing the Richmond Honda dealership (DP 14-677729 issued May 11, 2015);
- To the East: A 2.54 ha (6.28 acre) lot containing the Richmond Audi and the Jaguar Land Rover of Richmond dealerships (ZT 15-694669 adopted and DP 14-676613 issued July 13, 2015), and;
- To the West: A 0.93 ha (2.3 acre) lot containing the Open Road Lexus Richmond dealership (DV 10-529985 issued September 13, 2010) and a 0.63 ha (1.56 acre) lot owned by Mercedes-Benz Richmond .

Related Policies & Studies

Official Community Plan/East Cambie Area Plan

The subject property is designated “Commercial” in both the Official Community Plan (OCP) and the East Cambie Area Plan (Attachment 3). The proposed auto dealership use is consistent with both the OCP and the East Cambie Area Plan land use designations.

Floodplain Management Implementation Strategy

The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. A flood indemnity covenant is already registered on title. The proposed development will have no effect on the registered flood covenant.

Aircraft Noise Sensitive Development Policy

The OCP’s Air Noise Sensitive Development (ANSD) Policy applies to the subject site. The site is primarily within the “Restricted Area (Area 1B)” with a small area at the north end of the lot being within the “Restricted Area (Area 1A)”. The proposed auto dealership use at the subject site complies with the ANSD Policy as it will be a commercial use and does not include any residential uses. An aircraft noise covenant and Statutory Right of Way (SRW) are already registered on title. No changes to the existing aircraft noise covenant are required as a result of the proposed development.

Ministry of Transportation and Infrastructure (MOTI) Approval

As the subject site is located within 800 m of an intersection of a Provincial Limited Access Highway and a City road, the Zoning Text Amendment proposal was referred to MOTI for review and comment. The Zoning Text Amendment Considerations (Attachment 7) include a requirement for MOTI approval prior to bylaw adoption.

Ministry of Environment (MOE) Approval

A site profile was submitted by the applicant for the current application which identified Schedule 2 activities having occurred on-site under the previous dealership use. The site profile was submitted to the Ministry of Environment (MOE)’s site registry in accordance with the Provincial Contaminated Sites Regulation. Sustainability staff subsequently advised that, based on the applicant’s submission, no further review is required for the site and the City can proceed with approval of the Zoning Text Amendment and Development Permit applications.

Analysis

Built Form and Architectural Character

The proposed building will be three storeys in height. In the northern half of the building, a vehicle service and repair facility will be located on the ground floor. Above that will be a new vehicle showroom and a new vehicle receiving area. Dealership offices, staff facilities and storage areas will be located on the second and third floors. Both stairs and a passenger elevator will provide access between floors in this portion of the building. The roof top over this portion

of the building will contain skylights, screened mechanical power units and an array of solar panels.

The southern half of the building is proposed to contain a three storey parkade with rooftop parking, a wet and dry detailing area and a car wash. The parkade has been designed to be the open on the ground floor and the rooftop parking but enclosed on the second and third floors. Access stairwells will be located at each of the four corners of the parkade.

The structure is proposed to be constructed with cast-in-place concrete and finished in several different colors of acrylic paint providing visual accents to the building.

From the outside, a landscaped berm will extend around the service area almost entirely. Above it will be a curtain wall surrounding three sides of the showroom exposing the display vehicles inside and providing natural daylight for the showroom, offices and employee amenity areas.

The developer is proposing to include the following sustainability measures:

- Full compliance with current ASHRAE standards;
- All exterior glazing to be insulated with Low E film;
- Minimizing glazing in areas of low employee and customer access to maximize thermal efficiency;
- LED lights used throughout;
- High efficiency hot water heater systems;
- Water recovery systems uses for the car wash;
- Permeable asphalt paving in areas of low vehicle travel;
- Provision of five EV charging stations for public use;
- Application of a light colour roofing system to minimize the heat island effect.
- A roof mounted array of 207 360-watt solar panels producing approximately 75 kW (this proposal will generate more power from the solar panels than the panels included in the Toyota application (ZT 18-818765) that was given first reading by Council on December 19, 2018).

With regard to the provision of solar panels, staff note that on December 18, 2018, Council directed staff to “examine the potential of a comprehensive policy on solar panels, in particular including the options for incentives, and the environmental and economic impacts and report back”. This referral is currently in progress with staff and a report will be forthcoming at a future date.

The Zoning Text Amendment Considerations (Attachment 7) include a requirement for the registration of a legal agreement on Title prior to bylaw adoption to secure the provision of the solar panels. The agreement will contain provisions that the solar panels will be installed to the satisfaction of the Director of Building Approvals, maintained for the life of the building. The agreement will include provisions for alternative renewable technologies to replace the solar panels in the future as renewable technologies improve, provided that such alternatives provide equal or better energy performance.

Existing Legal Encumbrances

The applicant has submitted a title search and a lawyer's title summary of charges (report dated July 23, 2018) for the subject site. The summary notes that there is a covenant (BX132191) registered on title "with respect to Fire equivalencies" for the buildings on the site that have since been removed. It notes that "these [equivalencies] become redundant at the time buildings on the subject lands are demolished". Building Permit staff advised that as the previous buildings on the site have been removed and that the registered covenant should be discharged. A requirement for the discharge of covenant BX132191 from title prior to Bylaw adoption is included in the Zoning Text Amendment Considerations (Attachment 7).

Transportation and Site Access

The site is entirely surrounded by roads (Parkwood Way and Parkwood Crescent). Three access driveways are proposed for the site which is a reduction of one driveway from the former developments on the site. The driveway to the east is intended for service, recycling and delivery access. The driveway to the south will be for customer access. The driveway on the west will be one-way in direction and intended for service drop-off and parking access for customers.

The parkade has been sized to fully address the required 156 employee and customer parking spaces plus accommodate an additional 245 vehicle inventory spaces. The applicant has indicated that this will allow greater inventory to be kept at the site and reduce the need for off-site storage elsewhere in Richmond. Four accessible parking spaces will be located near the facility entrance in a configuration compliant with the accessible parking provisions in the Zoning Bylaw #8500.

Delivery of vehicles to the subject site, similar to all the Richmond Auto Mall Association (RAMA) dealer's sites, will be made by WB-20 auto carriers that are in excess of 12 m (40 ft) in length and that are unable to physically fit onto the dealer's properties. RAMA's General Manager has advised that it is their policy to require deliveries to take place in the evening wherever feasible to avoid peak traffic in the mall.

To minimize potential traffic disruption during construction, the Zoning Text Amendment Considerations (Attachment 7) include a requirement that a construction parking and traffic management plan is to be provided to the Transportation Division prior to the issuance of the Building Permit.

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 3 bylaw-sized trees on the subject property and 6 street trees on City property.

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

- 3 trees (tag# 577, 576, 575) located on the development to be removed and replaced.

- 6 trees (tag# 1396, 1397, 1398, 1399, 1400, 1401) located on City to be assessed by Parks Arboriculture staff for retention.
- Replacement trees should be specified at 2:1 ratio as per the OCP.

Tree Replacement

The applicant wishes to remove 3 on-site trees (Trees tag# 577, 576, 575). The 2:1 replacement ratio would require a total of 6 replacement trees. The applicant has agreed to plant a total of 55 trees on site. This is reflected in the accompanying landscape plans (Attachment 2).

Tree Protection

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 2 Plan L0.1). 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.

The Zoning Text Amendment Considerations (Attachment 7) include a requirement for the tree protection fencing and for submission of \$12,000 as survival security for the 6 street trees to be retained.

Public Art

Based on a maximum buildable floor area of approximately 81,427 ft² commercial floor area, the recommended public art contribution based on Administrative Guidelines of \$0.45/SF (2018 rate) is approximately \$36,642.15. As this project will generate a recommended public art contribution of less than \$40,000 and there are limited opportunities for locating public art on the site, as per Policy it is recommended that the public art contribution be directed to the Public Art Reserve for City-wide projects on City lands.

The Public Art contribution is included in the Zoning Text Amendment Considerations (Attachment 7) and will be required prior to final adoption, with the funds to be directed to the Public Art Reserve Fund for City-wide projects on City lands.

Variances Requested

Based on the revised concept plans, the applicant will be requesting variances to the provisions of the Richmond Zoning Bylaw 8500 at the Development Permit Application review stage to increase the maximum permitted building height. The table below shows the requested height variances compared to the Bylaw requirements.

Area Affected	Bylaw Requirement	Variance
Roof Over Ramp	12 m	16 m
Three Stairwell Roofs	12 m	15.54 m
Skylight Roof	12 m	15.12 m
Rooftop Parapet & Solar Panels*	12 m	13.72 m
Roof Deck	12 m	12.09 m

* Note that the exact height of the solar panels has not yet been determined.

Several of the dealerships operating within the Richmond Auto Mall (RAMA) have been working to increase their on-site storage capacity and thereby reduce land holding costs off-site when they look to redevelop their properties and upgrade their facilities. Staff have compiled a table (Attachment 6) that provides a comparison of building heights and densities for seven RAMA auto dealership properties that have redeveloped since 2009 and three dealerships that have submitted applications requesting redevelopment (including this Volkswagen proposal) that are currently under review by the City.

The proposed height and density increase is in keeping with Official Community Plan policies regarding higher utilization of employment lands. Additionally, incorporating vehicle storage on-site frees up industrial lands elsewhere in the City.

Staff note that the proposed building height is less than the most recent application in the Auto Mall (ZT18-818765) that was granted first reading by Council on December 19, 2018.

In addition to the variances for height, the applicant will also be requesting the following variances:

1. A reduction in the number of required loading spaces from 2 medium and 1 large space to 1 large space. Staff have no concerns with the requested variance as it is consistent with operations within the Auto Mall with new vehicle deliveries occurring in the early morning hours or late in the evening as monitored by the Auto Mall Association.
2. A reduction in the landscaping requirement from 3.0 m to a minimum of zero metres along portions of the southern and western property boundaries. Staff will review this variance through the Development Permit but do note that this is consistent with other dealerships in the Auto Mall and that the applicant has worked to minimize the extent of the variance and has also created an even wider landscape strip along the north side of the building.

The height variances are cloud outlined in Attachment 2 on plans A11 and A12. The landscaping variances are cloud outlined in Attachment 2 on plan L1.0.

The Richmond Auto Mall Association has submitted a letter (Attachment 5) to the City in support of the proposed development and the identified variances.

Site Servicing and Frontage Improvements

The frontage roadway construction and underground utilities (e.g., Storm sewer, sanitary sewer, water, hydro/telephone/cable and gas) at Parkwood Crescent and Parkwood Way required to service the proposed development were constructed and completed under SA14-674419 as a condition of RZ12-626430. That application rezoned 5580 and 5600 Parkwood Way from “Industrial Business Park (IB1)” to “Vehicle Sales (CV)” for the purpose of creating three auto dealerships (Council adopted on February 23, 2015). Any subsequent minor works that might be needed to complete frontage accesses etc. can be addressed through work orders.

The Engineering requirements for this application are just for the service connections for City utilities (e.g., water, storm and sanitary) and private utilities.

Development Permit Review

As noted previously, the proposed development will undergo a separate design review via the Development Permit application (DP 18-818161). Specific issues to be addressed through that review will include:

- Assessing compliance with the Official Community Plan Development Permit Guidelines.
- A review of the proposed landscape plant/tree selections, sizes, locations and rationale.
- Additional landscape securities will be calculated to address the landscaping additions.
- A review of the proposed exterior materials and colours as they relate to the proposed parkade floor additions.
- A review of vehicle parking spaces to ensure compliance with the parking requirements in the Zoning Bylaw No. 8500.
- A review of the height, loading space and landscaping variances requested.
- An assessment of the garbage and recycling facility to ensure it is sufficiently sized and located to address the needs of the site. A detailed review of the waste management overlay plan will be undertaken.
- A review of the southern face of the parkade for consideration of enhancement opportunities.
- A review of the proposed variances, as identified above.

Financial Impact or Economic Impact

There are no new Operating Budget Impacts as a result of the proposed development.

Conclusion

Christopher Bozyk Architects Ltd. has applied for permission to amend the zoning district "Vehicle Sales (CV)" zone to increase the maximum Floor Area Ratio (FAR) to 0.84 at 5660 Parkwood Way in order to construct a new three-storey commercial Volkswagen dealership on the subject property. The conceptual development plans incorporate a number of sustainability elements including rooftop solar panels and five publically accessible electric vehicle charging stations.

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9981 be introduced and given first reading.



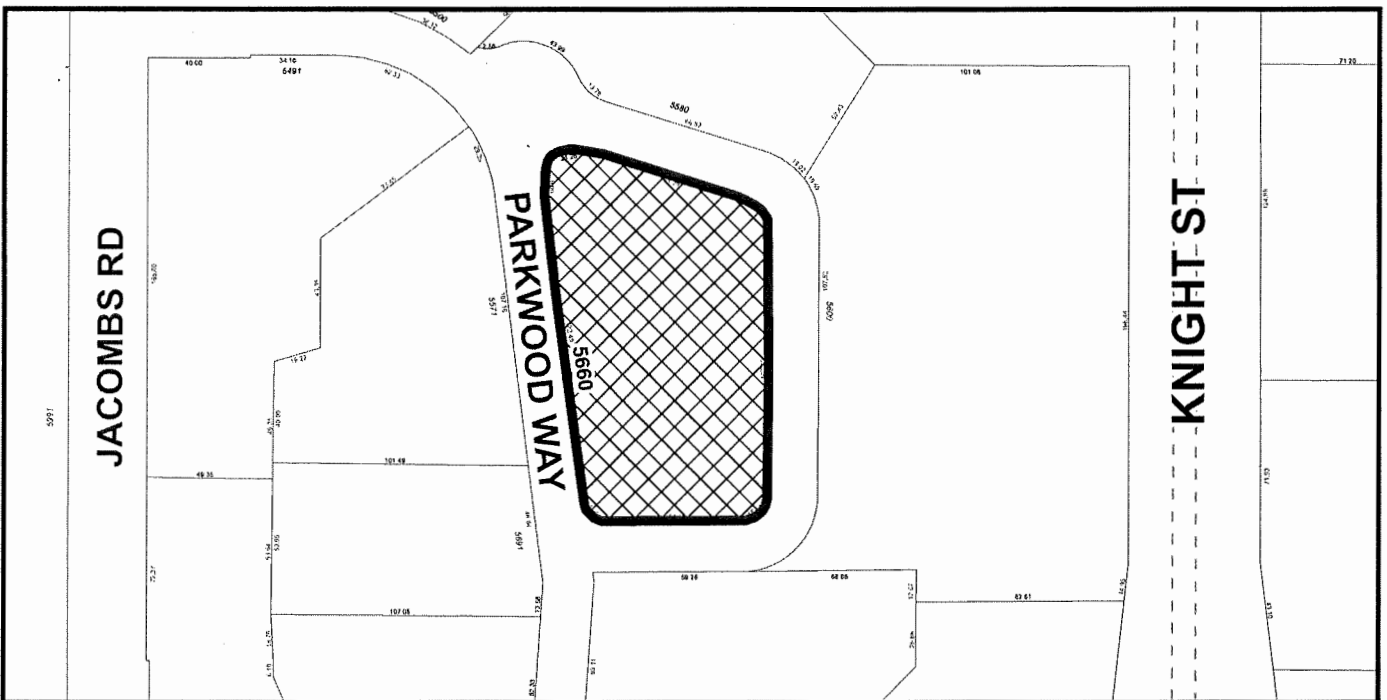
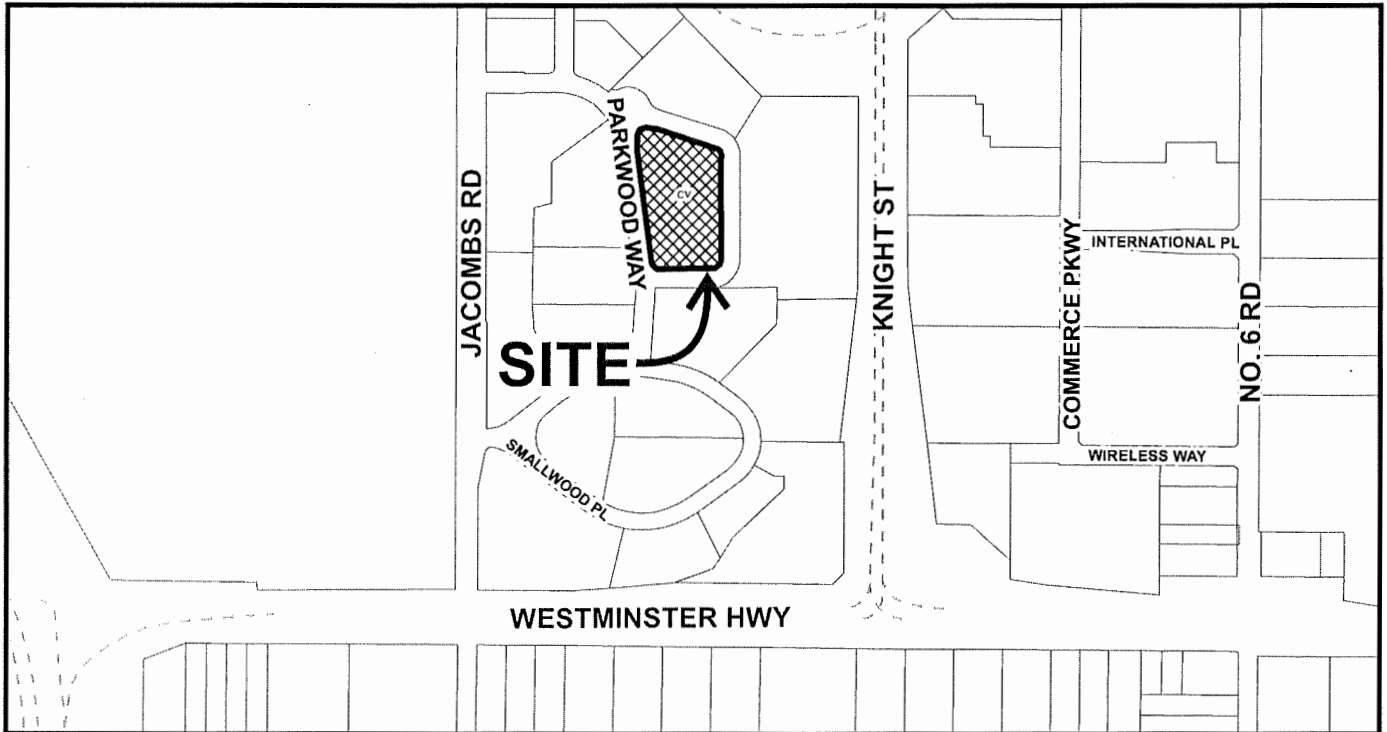
David Brownlee
Planner 2

DCB:rg

- Attachment 1: Location Map
- Attachment 2: Conceptual Development Plans
- Attachment 3: East Cambie Area Plan Land Use Map
- Attachment 4: Development Application Data Sheet
- Attachment 5: Letter from the Richmond Auto Mall Association
- Attachment 6: Richmond Auto Mall Building Heights and Densities Table
- Attachment 7: Zoning Text Amendment Considerations



City of
Richmond



ZT 18-818164

Original Date: 05/08/18

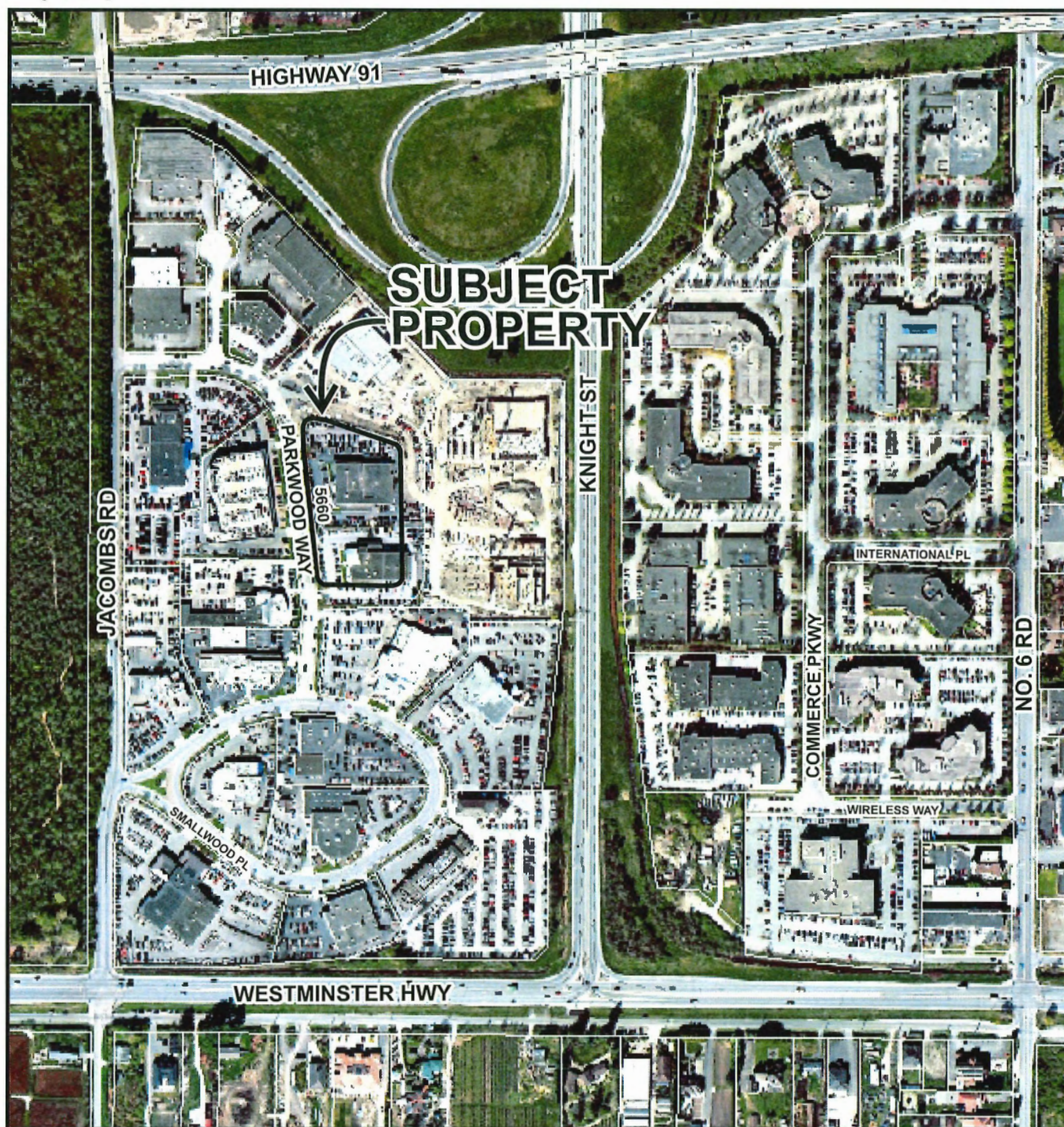
Revision Date: 01/07/19

Note: Dimensions are in METRES

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City of
Richmond



ZT 18-818164

Original Date: 05/08/18

Revision Date: 01/07/19

Note: Dimensions are in METRES

CNCL - 240



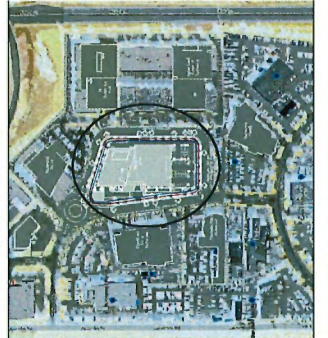
COWELL
AUTO GROUP

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REFUGEE CATEGORY	NUMBER	STATUS	NUMBER	STATUS
1. UNREGISTERED	1	1	1	1
2. REGISTERED	1	1	1	1
3. UNREGISTERED	1	1	1	1
4. REGISTERED	1	1	1	1
5. UNREGISTERED	1	1	1	1
6. REGISTERED	1	1	1	1
7. UNREGISTERED	1	1	1	1
8. REGISTERED	1	1	1	1
9. UNREGISTERED	1	1	1	1
10. REGISTERED	1	1	1	1
11. UNREGISTERED	1	1	1	1
12. REGISTERED	1	1	1	1
13. UNREGISTERED	1	1	1	1
14. REGISTERED	1	1	1	1
15. UNREGISTERED	1	1	1	1
16. REGISTERED	1	1	1	1
17. UNREGISTERED	1	1	1	1
18. REGISTERED	1	1	1	1
19. UNREGISTERED	1	1	1	1
20. REGISTERED	1	1	1	1
21. UNREGISTERED	1	1	1	1
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23. UNREGISTERED	1	1	1	1
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CONTEXT PLAN

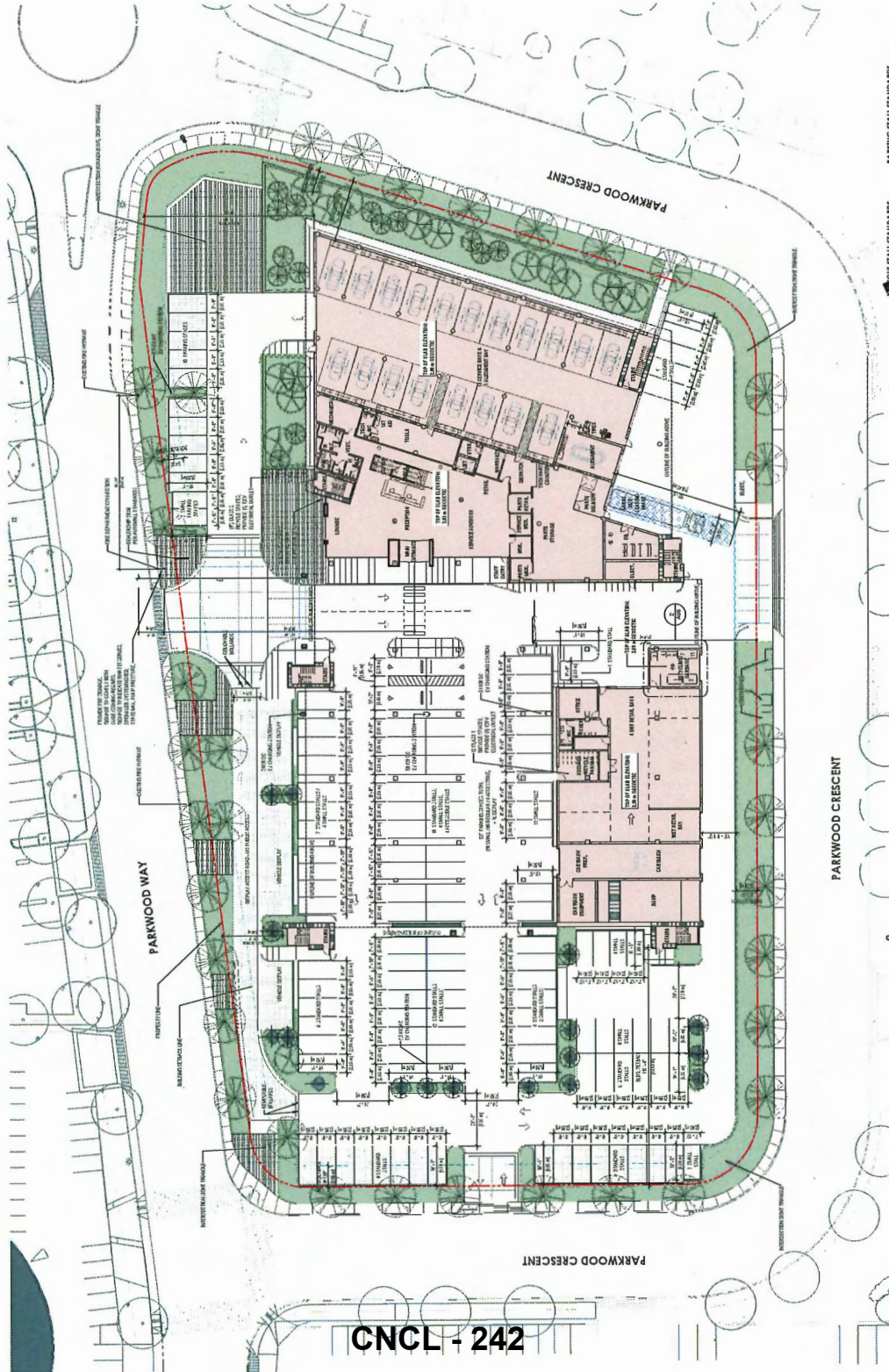


DRAWING INDEX

SHEET NUMBER	TITLE
40	WATER TREATMENT
41	SEWAGE TREATMENT
42	USE COMMENTS
43	REVISIONS
44	PLAN - 1ST FLOOR PLAN
45	PLAN - 2ND FLOOR PLAN
46	PLAN - 3RD FLOOR PLAN
47	SECTION - 1ST FLOOR
48	SECTION - 2ND FLOOR
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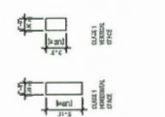


CNCL - 242

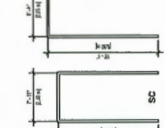


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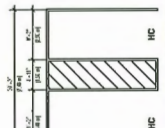
THE WALL STANDARDS



THE WALL STANDARDS



THE WALL STANDARDS



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Cowell Volkswagen
5800 Parkwood Way
Richmond, BC V6V 2M4
CP #115-3151/1 ZTA 18-315164
SITE PLAN

DATE: 10/10/10
PROJECT: PARKWAY
DRAWN: JPD
CHECKED: JPD
DATE: 10/10/10

A01



16



11



17



12



18



13



19



14



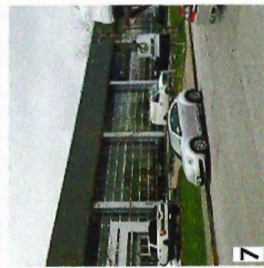
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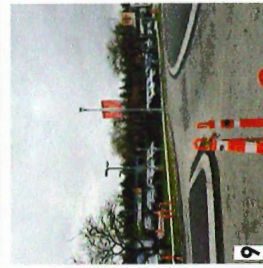
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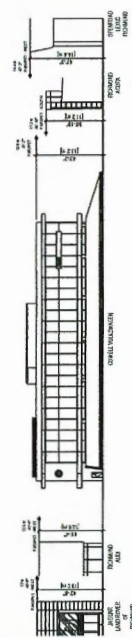
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5

CNCL - 243

HEIGHT COMPARISON WITH NEIGHBOURS



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2. PROJECT PHOTOGRAPHS

3. PROJECT PHOTOGRAPHS

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20. PROJECT PHOTOGRAPHS

A02



CNCL - 244

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Cowell Volkswagen
5555 Parkwood Way
Richmond, BC V6V 2M4
DP #18-418161 / ZTA 18-418164
CONTEXT SITE PLAN

SCALE: 1" = 30'-0"
DATE: 09/04/18
PROJECT NUMBER: 18405

1 CONTEXT SITE PLAN
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A03



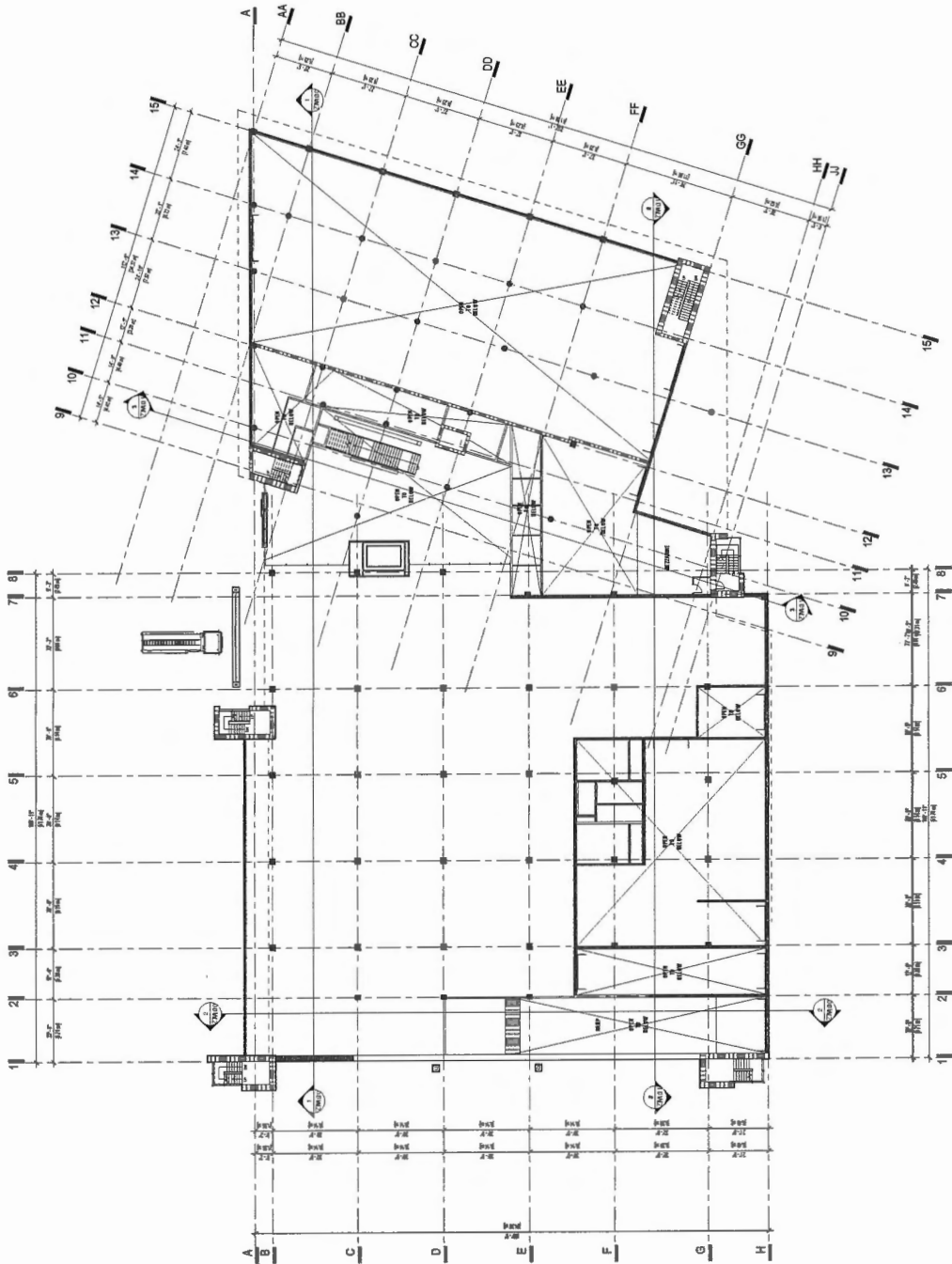
COWELL
ARCHITECTS



1 MAIN LEVEL PLAN
Scale: 1/16\"/>

SCALE: 1/16\"/>

A07



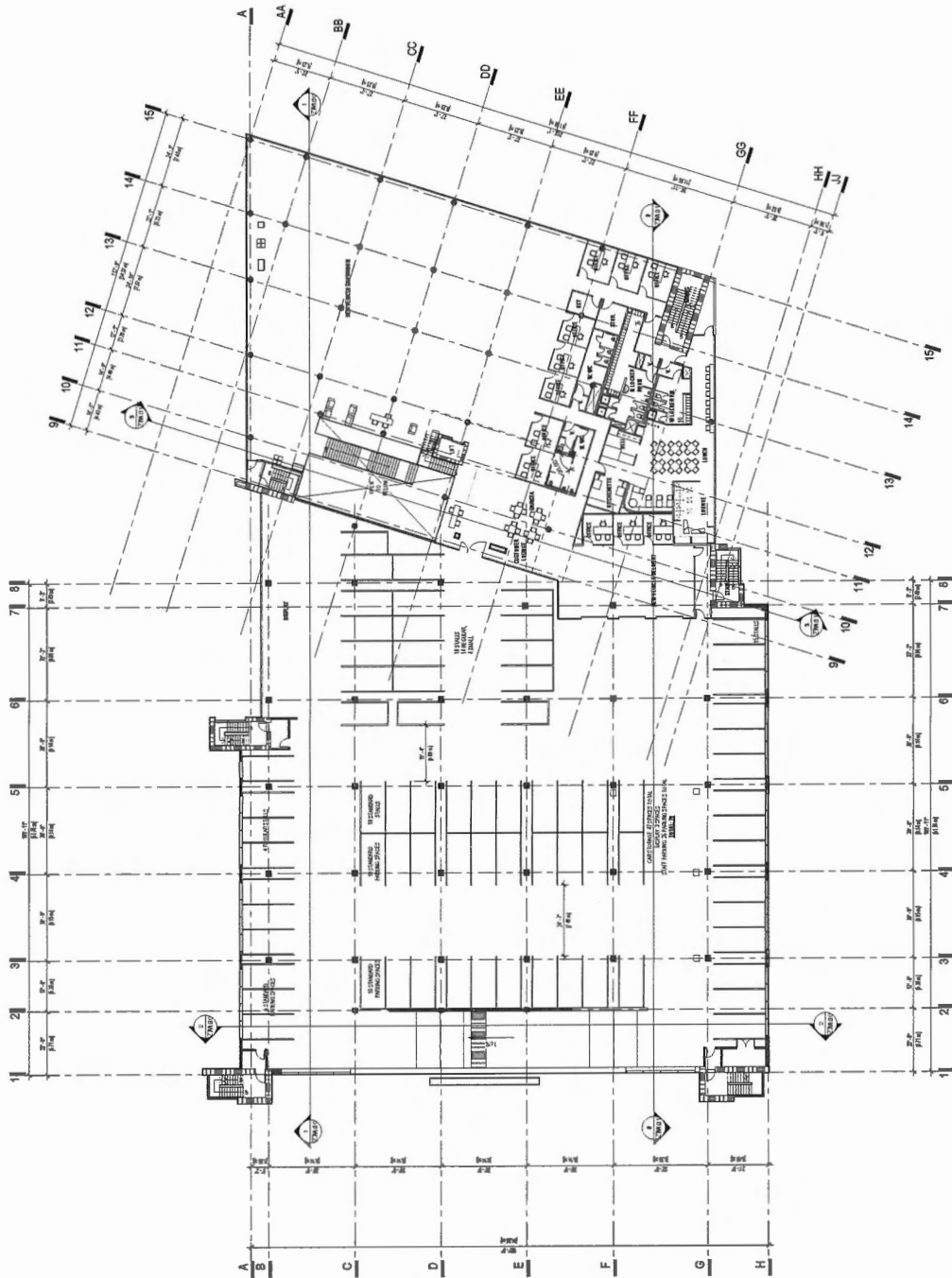
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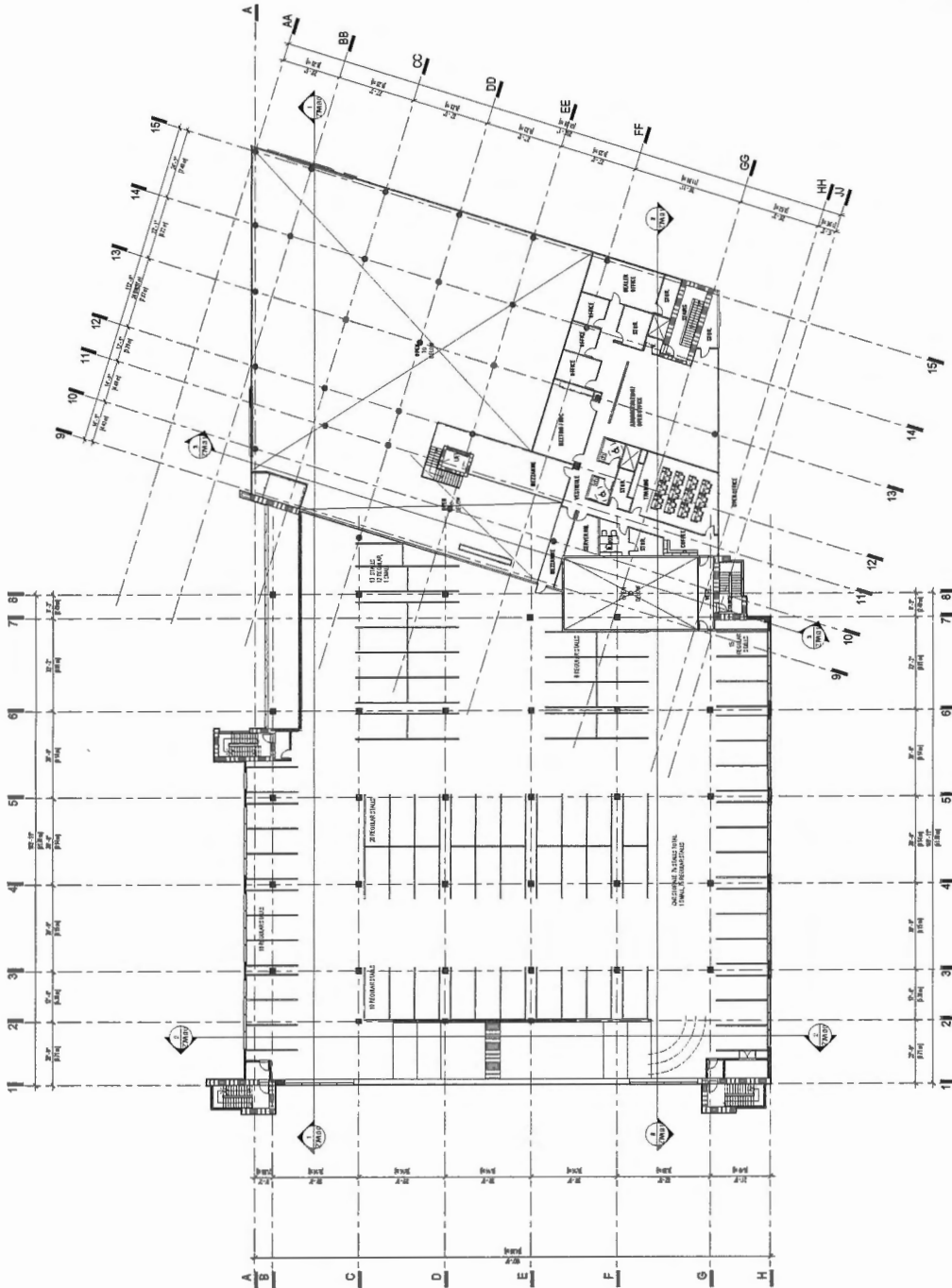
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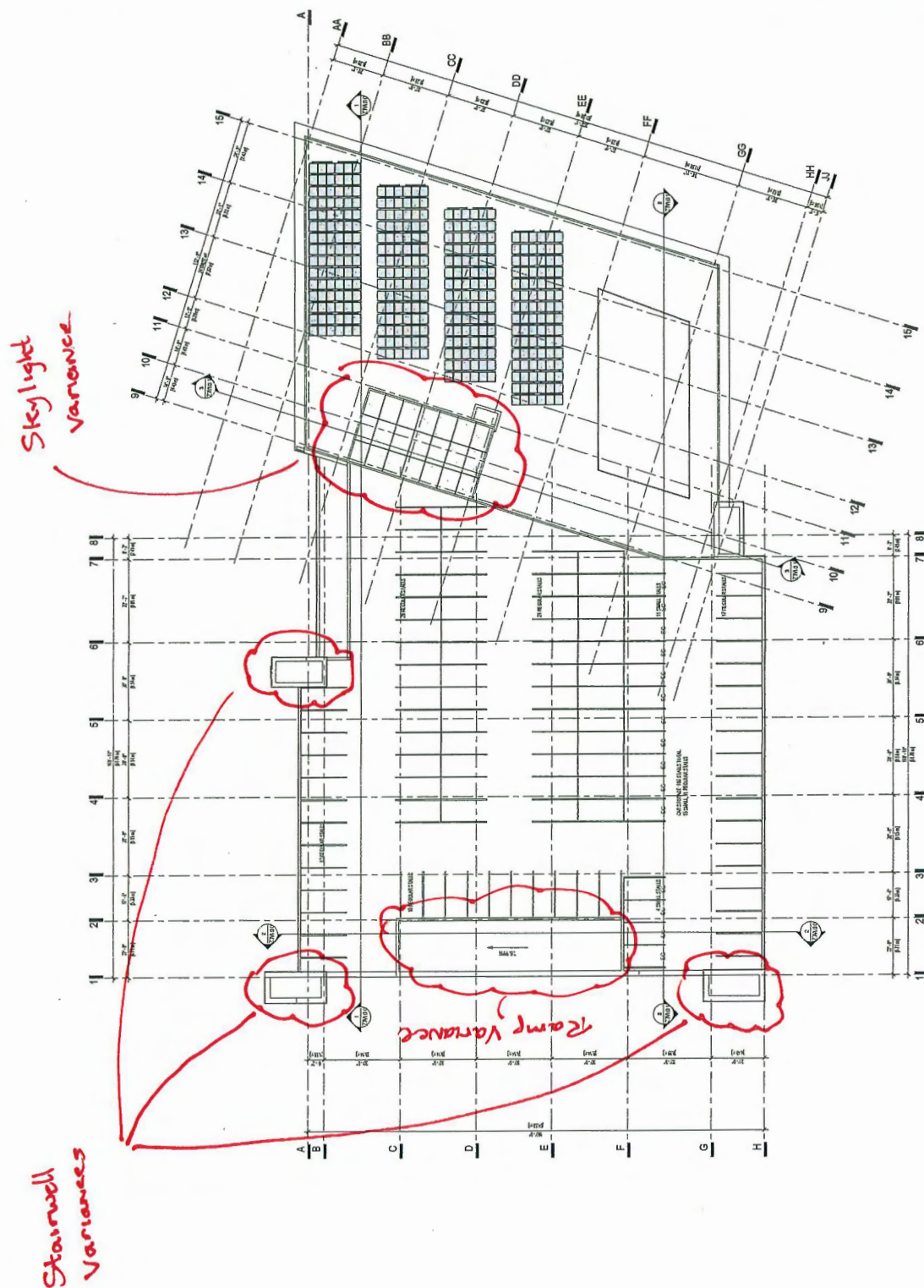


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DATE: 2015.12.18
PROJECT NAME: CNCL - 246

A08





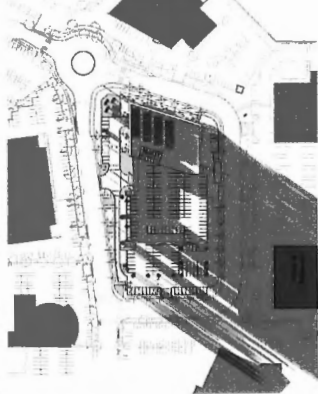
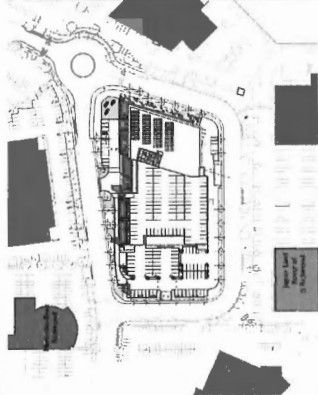
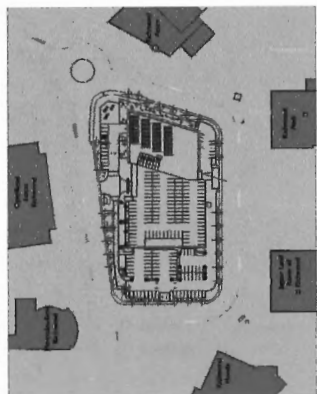
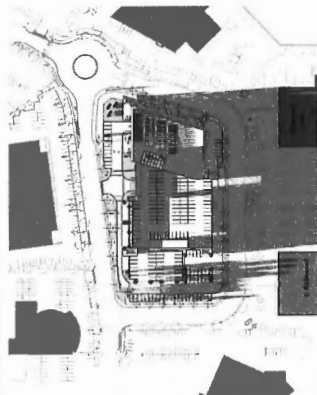
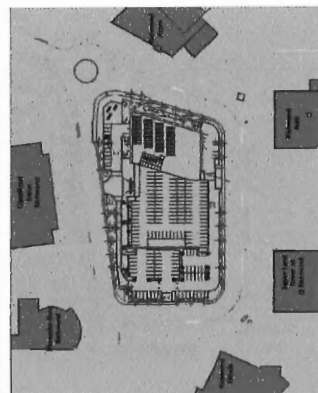


1 DP - 5- ROOF PLAN
Scale: 1/16" = 1'-0"

COLLEGE	W/16" x 1" 27"	DA W/16" x 1" 27"	DA/2016 12 18	DA/2016 12 18	DA/2016 12 18
COLLECT NUMBER					21 003

Art

III



CONNECT LANDSCAPE ARCHITECTURE INC.
PROVIDES PROFESSIONAL LANDSCAPE ARCHITECTURE
LOCATION, AND ELEVATION OF UTILITIES AND /
OR CONCEALED STRUCTURES AT THE PROJECT
SITE.

THE CONTRACTOR IS RESPONSIBLE FOR
DETERMINING THE EXISTENCE, LOCATION, AND
ELEVATION OF ALL UTILITIES AND / OR
CONCEALED STRUCTURES, AND IS
RESPONSIBLE FOR NOTIFYING THE
APPROPRIATE COMMUNITY DEPARTMENT OR
AGENCY OF ITS INTENTION TO CARRY OUT ITS
OPERATIONS.

4	REVISED FOR DP	18-12-07
3	REVISED FOR DP	18-03-20
2	ISSUED FOR DP	18-03-27
1	ISSUED FOR CREATIVE CONSULTATION 18-03-21	

REVISIONS

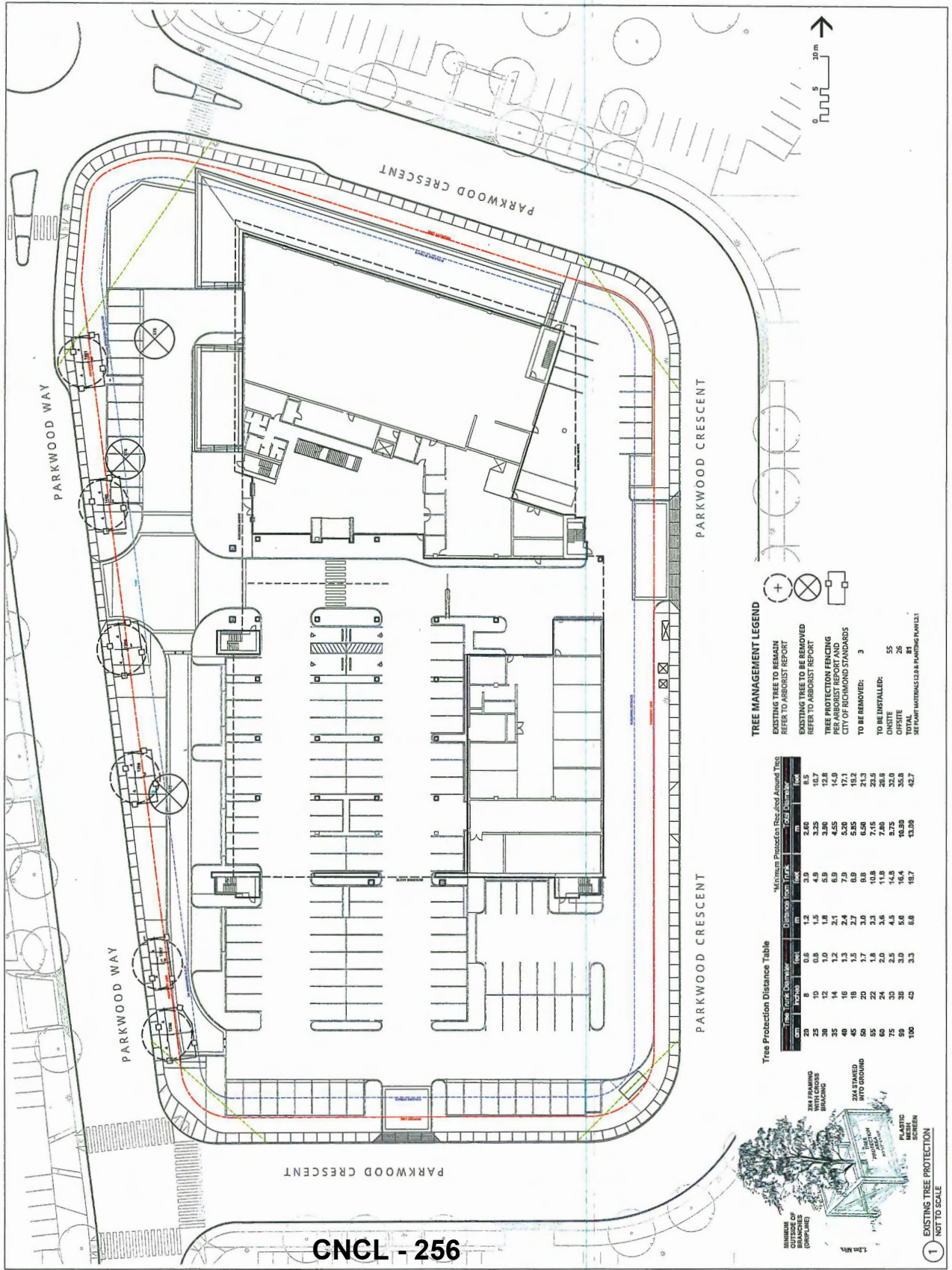
COWELL VW

Address
Richmond, British Columbia

Scale:	1:250
Drawn:	KD
Reviewed:	KL
Project No.	05-600

TREE MANAGEMENT
PLAN

L0.1



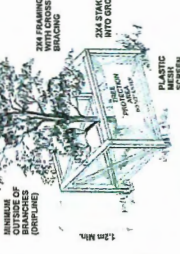
CNCL - 256

TREE MANAGEMENT LEGEND

- EXISTING TREE TO REMAIN
REFER TO ARBORIST REPORT
- EXISTING TREE TO BE REMOVED
REFER TO ARBORIST REPORT
- TREE PROTECTION FENCING
PER ARBORIST REPORT AND
CITY OF RICHMOND STANDARDS
- TO BE REMOVED: 3
- TO BE INSTALLED:
- ARBORIST: 52
- CHUTE: 25
- TOTAL: 81
- SET PLANT MATERIALS 12.8 & PLANTING PLAN 12.1

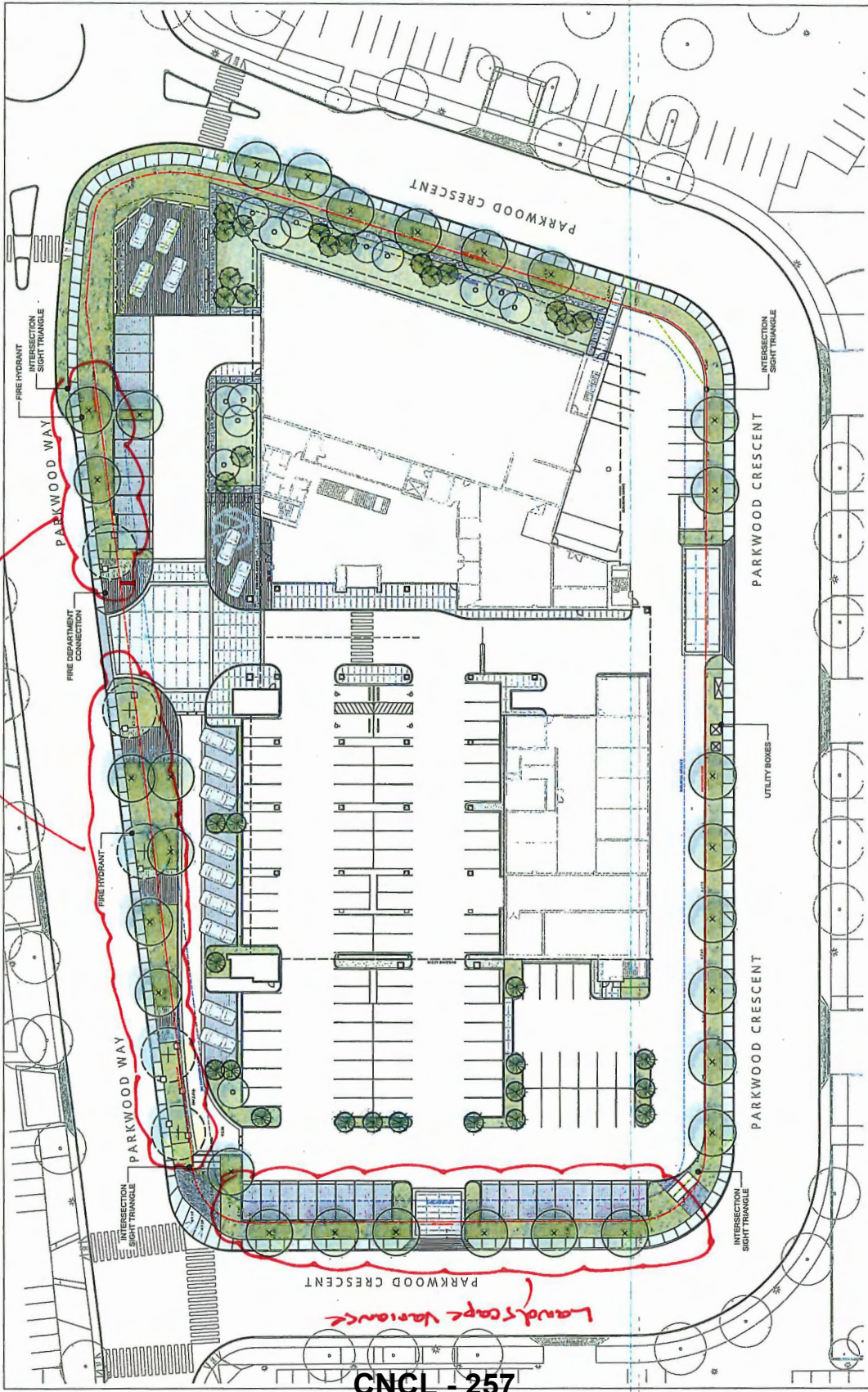
Tree Protection Distance Table

Tree DBH	Tree Height	Trunk Diameter	Minimum Pruned on Tree and Around Tree			
			0.6m	1.2m	1.8m	2.4m
25	15	0.6	1.2	1.8	2.4	3.0
30	18	0.8	1.6	2.4	3.2	4.0
35	21	1.0	2.0	3.0	4.0	5.0
40	24	1.2	2.4	3.6	4.8	6.0
45	27	1.4	2.8	4.2	5.6	7.0
50	30	1.6	3.2	4.8	6.4	8.0
55	33	1.8	3.6	5.4	7.2	9.0
60	36	2.0	4.0	6.0	8.0	10.0
65	39	2.2	4.4	6.6	8.8	11.0
70	42	2.4	4.8	7.2	9.6	12.0
75	45	2.6	5.2	7.8	10.4	13.0
80	48	2.8	5.6	8.4	11.2	14.0
85	51	3.0	6.0	9.0	12.0	15.0
90	54	3.2	6.4	9.6	12.8	16.0
95	57	3.4	6.8	10.2	13.6	17.0
100	60	3.6	7.2	10.8	14.4	18.0



EXISTING TREE PROTECTION
NOT TO SCALE

Landscape
Variance



CNCL - 257

LAYOUT AND MATERIALS

- GRAVEL PER PLAN
- SAWCUT CONCRETE PER PLAN
- UNIT PAVES A & B PER PLANS AND DETAILS BY: BARRMAN CONCRETE
- PERMEABLE PAVES PER PLANS AND DETAILS
- PROPOSED PLANTING PER PLANS AND DETAILS
- OFFSITE BOULEVARD
- GARBAGE WALL PER PLAN
- DEALERSHIP SIGN PER PLANS, BY OTHERS
- SEVEN BENCH BY: SANDERSON CONCRETE
- TRASH & RECYCLING PER PLANS
- BIKE BACK PER PLANS
- LIGHTING IN GROUND FLUSH LIGHTING PER ELECTRICAL
- EXISTING TREE TO REMAIN
- DECIDUOUS TREE PER PLANS AND DETAILS
- EVERGREEN TREE PER PLANS

connect
LANDSCAPE ARCHITECTURE
2355 Henricks St., Vancouver BC, V6H 2Y1
1-800-481-2355 • 604-681-3307
www.connectva.com

CONNECT LANDSCAPE ARCHITECTURE INC.
DOES NOT GUARANTEE THE EXISTENCE,
LOCATION, AND ELEVATION OF UTILITIES AND /
OR CONCEALED STRUCTURES AT THE PROJECT
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DETERMINING THE EXISTENCE, LOCATION, AND
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CONCEALED STRUCTURES, AND IS
RESPONSIBLE FOR NOTIFYING THE
APPROPRIATE AGENCIES OF ANY DISCREPANCIES
BEFORE THE COMMENCEMENT OF ITS INTENTION TO CARRY OUT ITS
OPERATIONS.

REVISIONS			
1	REVISED FOR UP	18-03-07	
2	REVISED FOR UP	18-09-28	
3	REVISED FOR UP	18-09-27	
4	REVISED FOR SCHEMATIC COORDINATION	18-09-27	

COWELL VW

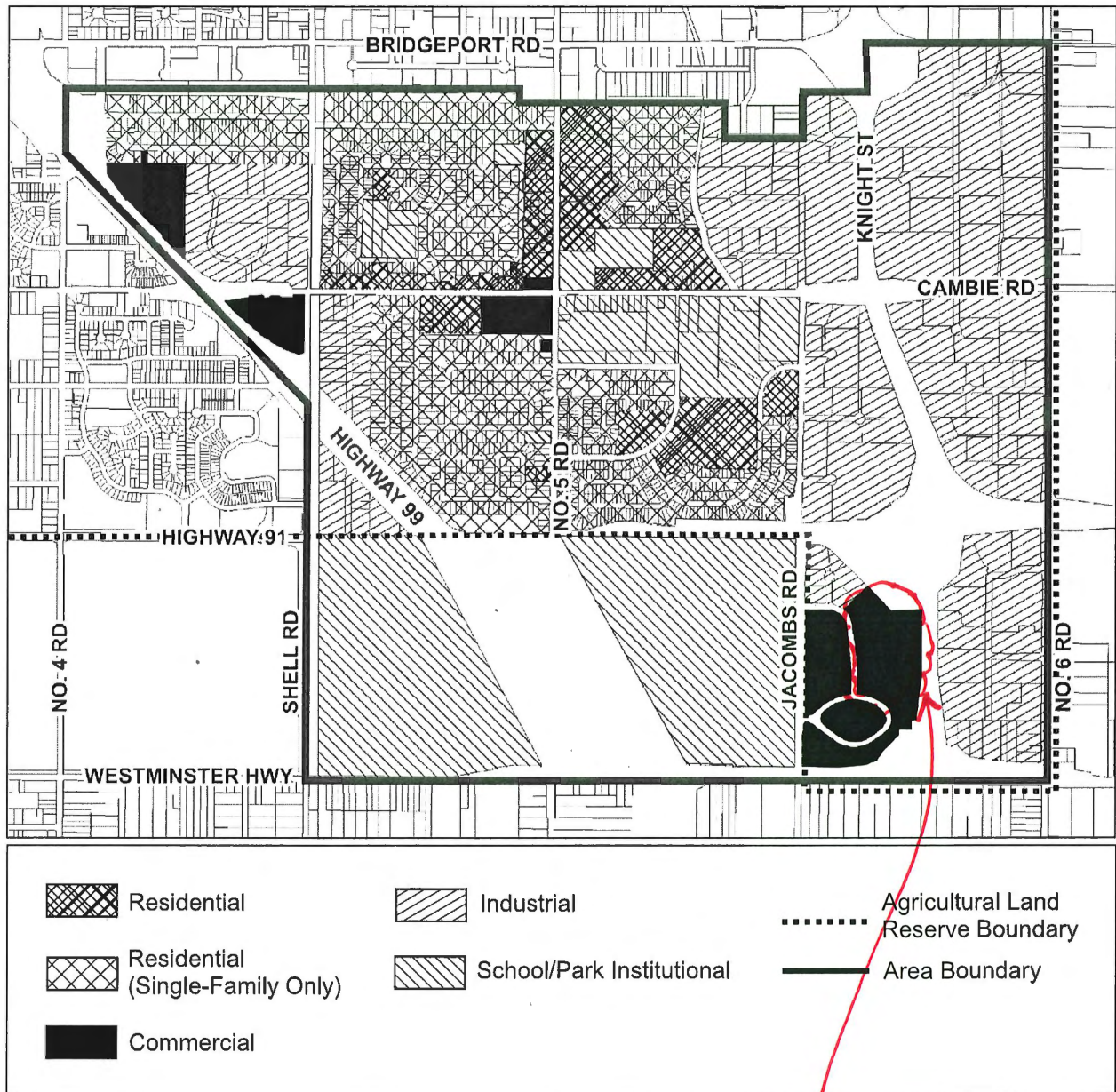
Address
Richmond, British Columbia
Scale
1:250
Drawn
KL
Reviewed
KL
Project No.
06-600

OVERALL SITE PLAN

L1.0

City of Richmond

Land Use Map

 Bylaw 8948
2016/10/24


SUBJECT SITE
APPROXIMATE
LOCATION

CNCL - 258



ZT 18-818164

Attachment 4

Address: 5660 Parkwood Way

Applicant: Christopher Bozyk Architects Ltd.

Planning Area(s): East Cambie

	Existing	Proposed
Owner:	GE Cowell Holdings Inc.	Same
Site Size (m ²):	11,053.21 m ² (2.73 acres)	Same
Land Uses:	Vacant	Vehicle Sales – Auto Dealership
OCP Designation:	Commercial	Same
Area Plan Designation:	Commercial	Same
Zoning:	Vehicle Sales (CV)	Vehicle Sales (CV) amended to increase the FAR.

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.50	0.84 via Zoning Text Amendment	none permitted Change via Zoning Text Amendment
Buildable Floor Area (m ²):	Max. 9,267.65 m ² (99,756 ft ²) net	Max. 9,267.65 m ² (99,756 ft ²) net	none permitted
Lot Coverage (% of lot area):	Building: Max. 50%	Building: Max. 22%	None
Lot Size:	No minimum	11,053.21 m ² (2.73 acres)	None
Building Setbacks (m):	Front: Min. 3.0 m with adequate transition Rear: Min. 3.0 m Side: Min. 3.0 m Exterior Side: Min. 3.0 m with adequate transition	Front: Min. 8.60 m Rear: Min. 7.67 m S. Side (Parkwood Cr.): Min. 33.63 m N. Side (Parkwood Cr.): Min. 8.52 m	None
Landscaping Requirement adjacent to Road (ZB 6.5.3)	3.0 m	Varies to 0.0 m along the southern and western PL	Variance
Height - buildings (m):	12.0 m	16.0 m	Variance
Off-street Parking Spaces – Total:	Employees/staff: 156 Inventory storage: N/A	Employees/staff: 156 Inventory storage: 245	None
Loading Spaces	2 medium 1 large	0 medium 1 large	Variance
Accessible Parking Spaces	4	4	None

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Amenity Space	$1 \text{ m}^2 / 100 \text{ m}^2 = 175 \text{ m}^2$	254.26 m^2	None
Bicycle Spaces	Class 1: 12 Class 2: 15	Class 1: 12 Class 2: 15	None



Monday, December 17, 2018

MEMO TO: Ryan Cowell, Cowell Volkswagen

FROM: RAMA Board of Directors

RE: Cowell Volkswagen Development Permit Application

Dear Ryan,

This letter is to inform you that your building design application submitted March 16, 2018 for the new Cowell Volkswagen dealership in the Richmond Auto Mall has been approved by RAMA's Board of Directors.

We note that the maximum Floor Area Ratio of .85 is higher than the municipal bylaw of .5 and that the main building height of 16m exceeds the bylaw maximum of 12m.

We also note that there will be a reduction of loading bays from 3 medium and 2 large to 1 large and that the parking spaces situated in the setback are approved as per the design guidelines.

If you have any questions, please don't hesitate to call. On behalf of the Directors and myself, we wish you the very best with your new facility!

Kind regards,

A handwritten signature in black ink, appearing to be 'Gail Terry', with a stylized, cursive script.

Gail Terry

General Manager, Richmond Auto Mall Association

CC: RAMA Board of Directors, Bibiane Dorval

Richmond Auto Mall Building Heights and Densities*

Dealership	Address	Application	Status	FAR	Parapet Height	Built or Max Height**
Acura	5580 Parkwood Cr	DP14-669686	Issued	0.33	8.24 m	11.79 m
Audi	5600 Parkwood Cr	DP14-676613	Issued	0.78	12.8 m	14.5 m
Honda	13600 Smallwood Pl	DP14-677729	Issued	0.35	7.16 m	10.06 m
Jaguar Land Rover	5600 Parkwood Cr	DP14-676613	Issued	0.78	12.8 m	14.5 m
		ZT09-462526				
		DP09-472843				
Lexus	5631 Parkwood Way	DV10-529985	Issued	0.75	10.8 m	14.40 m
Mazda	13800 Smallwood Pl	DP10-539427	Issued	0.15	N/A	10.85 m
		DP05-302568				
Nissan	13220 Smallwood Pl	DP05-307245	Issued	0.385	7.5 m approx.	11.3 m
Toyota	13100 Smallwood Pl	ZT18-818765	Public Hearing Jan 21 2019	0.82	16.2 m	19.9 m
Volkswagen (Subject Site)	5660 Parkwood Way	ZT18-818164	Planning Committee	0.84	13.72 m	16.00 m
		ZT18-835424				
Porsche	13171 Smallwood Pl	DP18-810720	In Circulation	0.94	16.68 m	20.33 m

* Data only includes sites with recent applications

** Built or Maximum Height includes elevator over runs, stair covers, ramp covers, etc.

All properties are zoned "Vehicle Sales (CV)"

January 23, 2019



Address: 5660 Parkwood Way

File No.: ZT 18-818164

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9981, the developer is required to complete the following:

1. Provincial Ministry of Transportation & Infrastructure Approval.
2. Submission of a Landscape Security in the amount of \$3,000.00 (\$500/tree) to ensure that a total of 6 replacement trees are planted and maintained on the lot proposed (for a total of 6 trees); minimum 6 cm deciduous caliper or 3.5 m high conifers). **NOTE: minimum replacement size to be as per Tree Protection Bylaw No. 8057 Schedule A – 3.0 Replacement Trees.**
3. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any 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.
4. Submission of a Tree Survival Security to the City in the amount of \$12,000 for the 6 trees to be retained. The security will be held for a minimum of one year post installation.
5. 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.
6. Registration of an agreement on Title, prior to Bylaw adoption, ensuring that the proposed solar panels will be installed to the satisfaction of the Director of Building Approvals, maintained for the life of the building and will not be removed without City approval. The agreement will include provisions for alternative renewable technologies to replace the solar panel installations provided that equal or better performance is achievable to the satisfaction of the Director of Development and the Director of Building Approvals.
7. Discharge of covenant BX132191 from title. This covenant addressed Fire equivalencies for the buildings which were previously located on the site and have since been removed.
8. City acceptance of the developer's offer to voluntarily contribute \$0.45 per buildable square foot (e.g. \$36,642.15) to the City's public art fund.
9. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.

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. Service connections for City utilities (e.g., water, storm and sanitary) to be done at the developer's sole cost via City Work Order.
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:

CNCL - 263

Initial: _____

- * 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



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9981 (ZT18-818164)
5660 Parkwood Way**

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

1. Richmond Zoning Bylaw 8500, is amended by appending the following text to section 10.7.4.1 of the "Vehicle Sales (CV)" zone:

 "e) 0.84
 5660 Parkwood Place
 P.I.D. 029-514-037
 Lot 3 Section 5 block 4 North Range 5 West New Westminster District Plan
 EPP47268 Except Part in Plan EPP78324"
2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9981"**.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

MINISTRY OF TRANSPORTATION APPROVAL

OTHER CONDITIONS SATISFIED

ADOPTED

CITY OF RICHMOND
APPROVED by <i>AB</i>
APPROVED by Director or Solicitor <i>R</i>

MAYOR

CORPORATE OFFICER



City of Richmond


Report to Committee

To: Public Works and Transportation Committee
From: Lloyd Bie, P.Eng.
Director, Transportation
Re: 2019/2020 BikeBC Program Submission

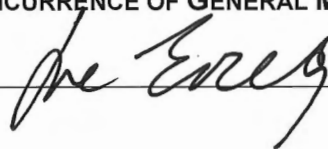


Date: December 14, 2018
File: 01-0150-20-
THIG1/2018-Vol 01

Staff Recommendation

1. That the submission for cost-sharing to the Province of BC 2019/2020 BikeBC Program for the Westminster Highway multi-use pathway, as described in the report, titled "2019/2020 BikeBC Program Submission" dated December 14, 2018, from the Director, Transportation, be endorsed;
2. That, should the above application be successful, the Chief Administrative Officer and the General Manager, Planning and Development, be authorized to execute the funding agreement; and
3. That the Consolidated 5 Year Financial Plan (2019-2023) be updated accordingly.


Lloyd Bie, P.Eng.
Director, Transportation
(604-276-4131)

Att. 2

REPORT CONCURRENCE		
ROUTED TO: Parks Services Engineering Finance	CONCURRENCE <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CONCURRENCE OF GENERAL MANAGER 
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO 

Staff Report

Origin

The Province of BC's BikeBC Program is a 50-50 cost-share program between the Province and local governments to support the construction of new bike lanes, trails and pathways to promote cycling as a means of reducing traffic congestion and greenhouse gas emissions. This report presents the proposed submission from the City for consideration of cost-share funding under BikeBC program for the 2019/2020 funding cycle.

This report supports Council's 2014-2018 Term Goal #3 A Well-Planned Community:

Adhere to effective planning and growth management practices to maintain and enhance the livability, sustainability and desirability of our City and its neighbourhoods, and to ensure the results match the intentions of our policies and bylaws.

3.3. Effective transportation and mobility networks.

This report supports Council's 2014-2018 Term Goal #5 Partnerships and Collaboration:

Continue development and utilization of collaborative approaches and partnerships with intergovernmental and other agencies to help meet the needs of the Richmond community.

5.1. Advancement of City priorities through strong intergovernmental relationships.

Analysis

Westminster Highway Multi-Use Pathway

Westminster Highway is the only designated east-west bike route linking the Hamilton area in east Richmond with the central part of the city. The bike route also serves an important regional function for cycling trips to New Westminster and Delta via connections to the Queensborough and Alex Fraser Bridges.

In the Hamilton area, cycling facilities are continuous on both sides of the street except for a section on the west side between Smith Crescent and Fraserside Gate. Currently, a minimal shoulder (0.4-0.8 m in width) accommodates two-way pedestrians and southbound cyclists with no protection from adjacent vehicle traffic. Beyond these limits, a designated southbound bike lane and pedestrian pathway exist to the northeast and southwest.

This project would fill in the gap in cycling and pedestrian facilities with the provision of a paved multi-use path that is delineated for pedestrians and cyclists where feasible and separated from vehicle traffic by a raised curb (Attachments 1 and 2). The project includes alignment of the pathway behind existing bus stops to minimize conflict with buses and loading/unloading passengers.

The project would significantly improve cycling connectivity in this area for both local and longer distance trips as well as enhance pedestrian access to the existing 410 and 418 transit services on Westminster Highway, particularly for the 410 route that has the highest ridership and frequency of all bus routes serving Richmond.

Proposed Funding

In September 2018, Council approved the submission of the Westminster Highway multi-use pathway project to TransLink for consideration of cost-share funding as part of its 2019 allocated and competitive cycling and pedestrian infrastructure programs. That application is seeking up to \$660,000 towards the project. The total cost of the project is estimated at \$1,100,000.

TransLink has not yet confirmed the funding the City may receive under its 2019 Program, which may be less than \$660,000. The project will proceed in 2019 only if the City is successful in securing at least \$550,000 combined external cost-share funding from either or both of the applications to TransLink and BikeBC; otherwise, the project will be deferred to 2020 for further consideration.

Table 1 below summarizes the estimated project cost, the proposed internal funding sources and the requested external funding sources. The City's portion of the cost will be considered during the 2019 Capital Budget process. Should the BikeBC submission be successful, the amount requested from TransLink would be reduced to \$275,000, as TransLink's capital cost-share funding program requires the deduction of any senior government grant funding with the balance then cost-shared 50-50 between the City and TransLink. Under this scenario, the City's cost would be reduced from \$550,000 to \$275,000.

Table 1: Project to be Submitted to 2019/2020 BikeBC Program

Project Name/Scope	Proposed City's Portion & Funding Source for 2019 ⁽¹⁾	Proposed TransLink 2019 Funding ⁽²⁾	Proposed BikeBC 2019/2020 Funding ⁽³⁾	Est. Total Project Cost
Westminster Highway (Smith Cr-Fraserside Gate): multi-use pathway on west side	Roads DCC \$440,000 (With full TransLink grant but no BikeBC grant) \$275,000 (With full BikeBC and TransLink grants)	\$660,000 (With no BikeBC grant) \$275,000 (With full BikeBC grant and TransLink grant)	\$550,000	\$1,100,000

- (1) The City's portion shown is based on available Roads DCC funding over the next five years and at least \$550,000 to be secured from combined current external cost-share applications. The City's actual portion (i.e., balance of remaining estimated cost after external grants) will be determined upon confirmation of the approved amounts to be received from external agencies.
- (2) The amount shown represents the maximum 50% funding contribution to be received from the external agency based on the City's cost estimate for the project. If the BikeBC application is successful, the TransLink 2019 funding would be reduced to \$275,000.
- (3) The amount shown represents the maximum 50% funding contribution to be received from the external agency based on the City's cost estimate for the project. The actual approved amount may be lower than requested. The actual invoiced amount follows project completion and is based on incurred costs.

If the BikeBC submission is successful, the City would enter into a funding agreement with the Province. The agreement is a standard form agreement provided by the Province and includes an indemnity and release in favour of the Province. Staff recommend that the Chief Administrative Officer and General Manager, Planning and Development be authorized to execute the agreement.

Financial Impact

The estimated cost of the project is \$1,100,000. Should the BikeBC submission be successful, the City's cost would be \$550,000. Should both the BikeBC and TransLink applications be successful for the full requested amounts, the City's cost would be \$275,000.

Conclusion

The pedestrian and bicycle facility improvement project proposed for submission to the provincial 2019/2020 BikeBC cost-sharing program would support the goals of the *Official Community Plan* to improve community mobility and reduce greenhouse gas emissions by encouraging more walking and cycling trips rather than driving. The potential receipt of external funding would enable the City to expedite the provision of sustainable transportation infrastructure and improve healthy and active travel options for the community.



Joan Caravan
Transportation Planner
(604-276-4035)

JC;jc

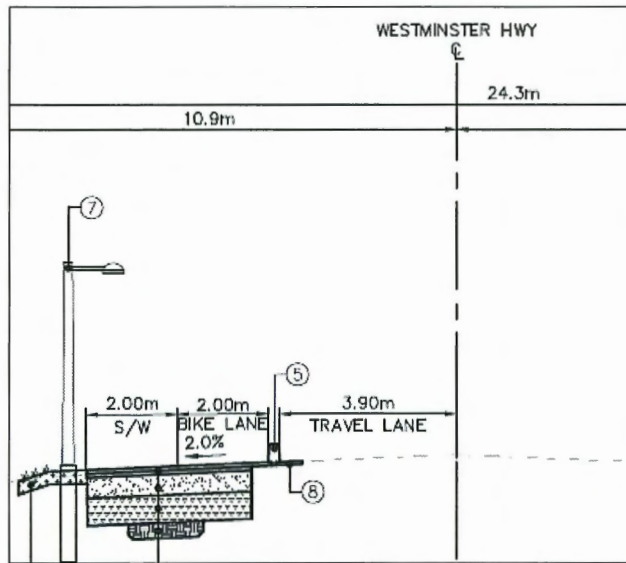
Att. 1: Proposed Westminster Highway Multi-Use Pathway: Context Map

Att. 2: Proposed Westminster Highway Multi-Use Pathway: Typical Cross-Sections and Photos

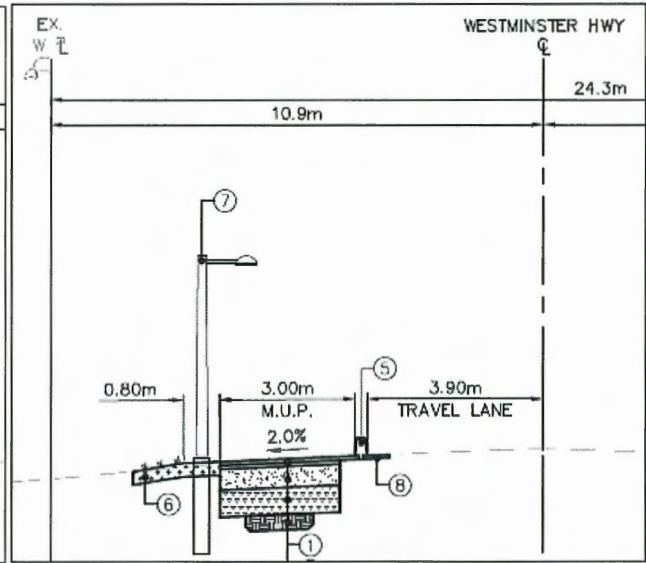
Proposed Westminster Highway Multi-Use Pathway: Context Map



Proposed Westminster Highway Multi-Use Pathway: Typical Cross-Sections and Photos



Delineation of Pathway between Pedestrians and Cyclists



Shared Multi-use Path where Constrained by Hydro Poles



Westminster Hwy at Westbound Bus Stop at Willett Ave



Westminster Hwy at Fraserside Gate: looking westbound



City of Richmond

Report to Committee

To: Public Works and Transportation Committee

Date: December 13, 2018

From: Lloyd Bie, P. Eng.
Director, Transportation

File: 01-0100-20-
RCYC1/2018-Vol 01

Re: Richmond Active Transportation Committee – Proposed 2019 Initiatives

Staff Recommendation

1. That the proposed 2019 initiatives of the Richmond Active Transportation Committee, as outlined in the staff report titled “Richmond Active Transportation Committee - Proposed 2019 Initiatives” dated December 13, 2018 from the Director, Transportation, be endorsed.
2. That a copy of the report titled “Richmond Active Transportation Committee – Proposed 2019 Initiatives” be forwarded to the Richmond Council-School Board Liaison Committee for information.

Lloyd Bie, P. Eng.
Director, Transportation
(604-276-4131)

Att. 1

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Parks Services Recreation Services Engineering	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

The Richmond Community Cycling Committee was formed in 1993 to allow City staff to work in partnership with the community to promote commuter and recreational cycling in Richmond. In 2013, Council approved the evolution of the Committee into the Richmond Active Transportation Committee (RATC) to reflect a broader mandate that includes skateboarding, in-line skating and low-speed scooters. The Committee provides input and feedback to the City on infrastructure projects designed for these modes and undertakes various activities in co-operation with the City that encourage, educate and raise awareness of active transportation.

This report reviews the 2018 activities of the RATC and identifies a number of initiatives for 2019 that would support its mandate to provide input and advice to the City on issues in the planning, development, improvement, and promotion of an active transportation network that supports a greater number of trips by cycling, walking and rolling. The Committee's activities contribute towards the City's sustainability goals articulated in Richmond's *Official Community Plan* and *Community Energy and Emissions Plan* to reduce greenhouse gas emissions by prioritizing and funding walking, rolling and cycling infrastructure. The Committee's initiatives also support the goals and actions of the City's *Community Wellness Strategy* and, in turn, Richmond's long-term health, liveability and vibrancy.

This report supports Council's 2014-2018 Term Goal #2 A Vibrant, Active and Connected City:

Continue the development and implementation of an excellent and accessible system of programs, services, and public spaces that reflect Richmond's demographics, rich heritage, diverse needs, and unique opportunities, and that facilitate active, caring, and connected communities.

2.3. *Outstanding places, programs and services that support active living, wellness and a sense of belonging.*

This report supports Council's 2014-2018 Term Goal #3 A Well-Planned Community:

Adhere to effective planning and growth management practices to maintain and enhance the livability, sustainability and desirability of our City and its neighbourhoods, and to ensure the results match the intentions of our policies and bylaws.

3.3. *Effective transportation and mobility networks.*

Analysis

The RATC undertook and participated in a number of activities in 2018 that contributed to enhanced cycling and rolling opportunities, and increased education and awareness of active transportation in Richmond.

Planning, Expansion and Improvement of Active Transportation Network in 2018

The City continued to improve Richmond's active transportation network in 2018, which now comprises over 72 km of on- and off-street bike and rolling routes (excluding dyke trails). The Committee provided feedback on the planning, design, construction, and/or improvement of the following facilities.

Construction of New Facilities

- *Westminster Highway (No. 8 Road-Nelson Road)*: Conversion of the directional shoulder bike lanes to a two-way off-street multi-use pathway (MUP) on the south side including new and upgraded accessible bus stops (Figure 1). The completed section now provides a continuous off-street pathway 5.5 km in length between No. 6 Road and McMillan Way.
- *River Drive (Van Horne Way-No. 4 Road)*: Substantial completion of an off-street MUP on the south side with pedestrian lighting. The MUP will be completed by Spring 2019 and will fill a critical gap in cycling and pedestrian facilities that provides a link between the Tait neighbourhood and the Bridgeport Canada Line station and transit exchange.
- *Great Canadian Way (Van Horne Way-Bridgeport Road)*: Upgrade of the existing off-street pathway and sidewalk on the west side to an MUP with pedestrian lighting (Figure 2). Wayfinding signage will be installed in early 2019. At its northern end, the new MUP connects to the existing MUP on Van Horne Way that in turn links to the Canada Line Bridge. At its southern end, the new MUP will connect to an MUP being constructed as part of the frontage requirements of developments on the west side of Garden City Road between Sea Island Way and Capstan Way. Collectively, these improvements are part of the City's continued efforts to upgrade existing and establish new cycling facilities that are physically separated from adjacent vehicle traffic, particularly in the City Centre.



Figure 1: Westminster Highway MUP with accessible bus stop



Figure 2: Great Canadian Way MUP

- Local Street Bikeways: Progress was made on the following bike routes that use a combination of local streets with low traffic volumes and speeds and off-street connecting pathways.
 - Midtown: Initiation of a new north-south bike route east of and parallel to Gilbert Road that will link Steveston Highway and Granville Avenue. One existing pathway was upgraded and one new pathway constructed to provide off-street connections as part of Phase 1 south of Francis Road. Completion of the route from Francis Road to Granville Avenue is planned as Phase 2 in 2019.
 - Parkside: This existing north-south bike route along Ash Street between Williams Road and Granville Avenue was extended to Westminster Highway with the upgrade of existing pathways through Garden City Park and Anderson School. Pavement markings and signage will be implemented in early 2019 to complete the extension.
 - Odlin Road: Initiation of a new east-west bike route located primarily along Odlin Road between its eastern terminus (east of No. 4 Road) and Aberdeen Canada Line Station. The existing pathway through Odlin Park was upgraded and improvements made to the east leg of the Browngate Road-Hazelbridge Way intersection to facilitate the through movement of cyclists. Completion of the route with the construction of a new MUP between Odlin Road and Brown Road is planned in 2019.



Figure 3: Wayfinding Signage on Shell Road Trail

Improvement of Existing Facilities

- Trail Wayfinding: Street name signs based on Parks' Wayfinding Strategy were installed at the cross streets along the Shell Road and Bridgeport Trails to orient cyclists who may be unfamiliar with the routes (Figure 3).
- Quick Fixes: The City participated in a regional initiative organized by HUB Cycling (a non-profit organization that works to improve cycling conditions in Metro Vancouver) to address minor maintenance and improvement measures identified by the local Richmond HUB Committee. The quick fix items included new signage and pavement markings (Figure 4) and the addition of green paint at conflict points.
- TransLink Initiatives: The Committee provided input into the design work for TransLink's planned construction of a secure bike parkade at the Bridgeport Canada Line Station, anticipated in 2019.



Figure 4: Stencils added to Bike Path to Delineate from Sidewalk

Design of Planned Facilities

The Committee provided feedback on the progress of design for the following planned active transportation improvement projects.

- *Steveston Highway (Shell Road-Mortfield Gate)*: Construction of a two-way off-street paved pathway on the south side as Phase 1. Future phases would extend the pathway westward to No. 2 Road where it would link to the off-street pathway currently being constructed on No. 2 Road south of Steveston Highway.
- *Garden City Road Bike and Pedestrian Paths*: Currently, southbound cyclists and two-way pedestrians share the use of a paved shoulder on the west side of Garden City Road between Lansdowne Road and Westminster Highway. This project would construct a delineated protected southbound bike path and two-way pedestrian path to improve the safety of users.
- *Railway Greenway*: Upgrade of the remaining intersections to the ultimate standard as exists at Steveston Highway and the north side of Francis Road (i.e., curb and gutter, concrete landing pad, relocated traffic signal pole, pathway markings).
- *No. 6 Road Multi-Use Pathway*: Construction of a two-way off-street paved pathway for pedestrians and cyclists on the west side of No. 6 Road between Cambie Road and Bridgeport Road. There are currently discontinuous pedestrian and no cycling facilities on this road section, which is a planned cycling route.

Promotion of Active Transportation Network in 2018

The Committee participated in the following activities in 2018 to promote cycling and other active transportation modes in Richmond.

- *Bike to Work Week (May and October 2018)*: The Committee worked with the organizer (HUB Cycling) of this region-wide annual initiative to continue to successfully stage these events in Richmond. A total of 524 riders who reside in Richmond registered on-line for both events (up from 519 in 2017) including 126 new bike commuters (up from 109 in 2017). These riders collectively logged 2,333 trips for a total distance of 28,431 kilometres thereby avoiding the emission of 6.2 tonnes of greenhouse gases (Figure 5).

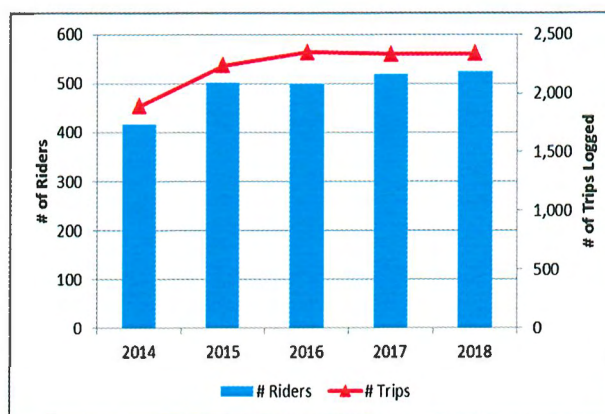


Figure 5: Participation of Cyclists who reside in Richmond in Bike to Work Week

A total of four celebration stations for cyclists were held in Richmond including two sponsored by the City at the Canada Line Bridge for both the Spring and Fall events. Collectively, these celebration stations logged 416 cyclists, which is comparable to past years.

- 18th Annual “Island City, by Bike” Tour (June 10, 2018): Each year in June, as part of regional Bike Month activities and the City’s Environment Week events, the Committee and the City jointly stage guided tours for the community of some of the city’s cycling routes (Figure 6). The 18th annual “Island City, by Bike” tour was based at Thompson Community Centre and offered short (eight km) and long (25 km) rides with escorts provided by volunteer members of the Richmond RCMP bike squad. The short loop featured the Railway Greenway and the Crabapple Ridge Neighbourhood Bike Route while the long ride went out to Iona Island. Activities included a bike and helmet safety check prior to the ride plus a barbecue lunch and raffle prize draw at the finish. Richmond RCMP also provided registration services for an anti-theft bike initiative. The event attracted 80 cyclists of all ages and ability, which is comparable to attendance at past recent events.



Figure 6: Committee Members at 2018 Bike Tour Event

- Update of Cycling & Recreational Trails Map: The new map is a partnership with Tourism Richmond that now includes information on Richmond attractions. The updated edition will be distributed in early 2019 to community centres, libraries and other civic facilities as well as handed out at various City events (Figure 7).
- Participation in City Events: Committee members provided information on how to get around Richmond in fun, safe and environmentally friendly ways at the following City events: Public Works Open House (May 14, 2018) and All Aboard! (August 18, 2018) at the Steveston Interurban Tram Building.

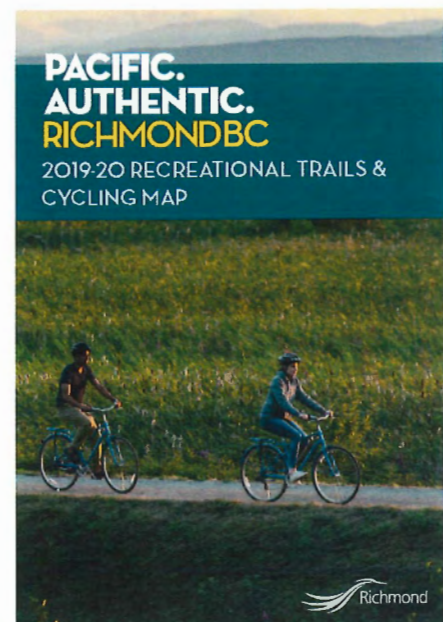


Figure 7: Map Cover

- HUB Cycling Bike to Shop Day (June 26, 2018): HUB Cycling staged the third annual Bike to Shop Days event to encourage people to ride to and shop at local businesses. The event aims to show people how easy, fun and convenient it can be to shop by bike. For the first time, HUB Cycling hosted a guided ride from the Marine Gateway Canada Line station to Steveston that attracted 35 participants, 33 of whom had never ridden across the Canada Line Bridge. A celebration station in Steveston (No. 1 Road-Bayview Street) attracted 274 people over a two-hour period (Figure 8). The



Figure 8: Bike to Shop Day Station

station provided local and regional cycling information, snacks, free bike tune-ups, and chances to win prizes. Local merchants offered discounts to participants.

- **Public Bike Share Pilot Program:** The Committee provided feedback on potential station locations to support the anticipated expansion of the station network in the peak cycling season of Spring-Summer 2019.

Active Transportation Education in 2018

The City provided funding to HUB Cycling to operate cycling education courses for local residents with input from the Committee. The City's support for cycling education generates multiple benefits including increased safety, encouragement of a life-long healthy activity and sustainable mode of travel, and potential to reduce traffic congestion around schools as more students choose to ride a bike, all of which align with the City's Official Community Plan goals. The City also leveraged additional funding support from TransLink to expand the number of elementary school students who received on-bike training.

- **Bike to School Education for Students:** As shown in Table 1, a total of 588 students from six elementary schools participated in either two or five day bike education courses held in co-operation with Richmond School District. The courses include in-class lessons, on-bike playground cycling safety training for younger students and neighbourhood road ride education for older youth. The courses were well received and enjoyed the enthusiastic participation of all students and teachers (Figure 10).



Figure 10: Teacher Feedback

In addition to the school program delivery, HUB Cycling was invited to deliver a presentation at a Student Environmental Sustainability Conference held by Diefenbaker Elementary School in October 2018. Two break-out sessions for approximately 70 students in total were delivered on the topic of active transportation.

- **StreetWise Education for Adults:** One course targeted to seniors was held in co-operation with the Minoru Place Activity Centre. A total of 16 riders (the number of participants is limited to maintain the teacher-student ratio) took part in a five hour course to enable them to build their cycling skills and gain confidence riding on city streets. A follow-up survey of participants indicated a 21% increase in cycling frequency as well as a shift towards riding all year round.

Proposed Active Transportation Network Initiatives in 2019

The Committee will provide input at the earliest conceptual stage on the prioritization, planning, design, and implementation of the following projects that expand and/or improve the network of infrastructure that can be used by active transportation modes.

- *Planned Active Transportation Network Expansion*: Planned City capital projects include further progress on the Crosstown and Midtown Neighbourhood Links and completion of the Odlin Road bike route. The implementation of several off-street paved multi-use pathways includes Alderbridge Way (Shell Road-No. 4 Road) and Sexsmith Road (Beckwith Road-Charles Street). Conceptual design will also be initiated for the northern extension of the Shell Road Trail (Highway 99 Overpass to River Road). See Attachment 1 for project locations.
- *Active Transportation Network Spot Improvements*: Potential projects include localized improvements to existing on-street cycling facilities such as improved pavement markings (e.g., green painted bike lanes at potential conflict areas), additional signage, new ramps to facilitate access to off-street pathways, installation of delineators to prevent motorists from encroaching into bike lanes, and the expansion of bicycle parking including additional on-street bike corrals.
- *Planned Park, Road and Development Projects*: The Committee will review additional City and external agency projects that impact existing or would incorporate new active transportation infrastructure as part of the overall project such as the George Massey Tunnel Crossing Improvement and TransLink's bike parkade at the Bridgeport Canada Line Station.

Project costs associated with the expansion and improvement of the active transportation network for 2019 are accommodated in the City's annual capital budget and considered as part of the annual budget review process. Some of these projects are eligible for financial contribution from external agencies (e.g., ICBC and TransLink). If successful, staff will report back on the amount of financial contribution obtained from these external agencies through the annual staff reports on ICBC and TransLink cost-sharing programs respectively.

Proposed Education and Promotion of Active Transportation in 2019

The Committee will encourage and promote active transportation as sustainable travel modes that also have significant health benefits via the following activities.

- *Public Bike Share Pilot Program*: The Committee will continue to provide input on the deployment and operation of the pilot program.
- *19th Annual "Island City, by Bike" Tour*: Assist in the planning, promotion and staging of the seventeenth annual bike tour of Richmond during Bike Month in June 2019, which is set for Sunday, June 9th at Britannia Heritage Shipyard. Both the long and short routes will seek to feature recent improvements to the active transportation network to raise community awareness of the neighbourhood facilities that support walking, cycling and rolling activities.

- *Bike to Work and School*: Assist in the planning, promotion and staging of this region-wide event during May and October 2019, which includes the provision of celebration stations in Richmond for cyclists.
- *Bicycle Education for Students and Adults*: In co-operation with HUB, the Richmond School District and a variety of community agencies, expand the delivery of safe cycling education courses to additional elementary schools and new immigrants.
- *Promotion of Active Transportation Network*: Continue to participate in City events related to health and transportation to raise the awareness of new active transportation facilities both locally and regionally. Continue to update, revise and enhance related information on the City's website and Facebook site.

Financial Impact

None.

Conclusion

The Richmond Active Transportation Committee continues to build its diversity of users' experience to support its broader mandate that includes other rolling transportation modes. The Committee's proposed 2019 initiatives would continue efforts to further encourage greater and safer use of active transportation modes in Richmond, which in turn will support progress towards meeting the City's target for the reduction of greenhouse gas emissions as well as the travel mode share targets of the City's *Official Community Plan*. Active transportation also promotes and/or increases physical activity and overall health and wellness outcomes in line with the City's *Community Wellness Strategy*.



Joan Caravan
Transportation Planner
(Staff Liaison to Richmond Active Transportation Committee)
(604-276-4035)

Att. 1: Location of Planned Active Transportation Network Projects for 2019

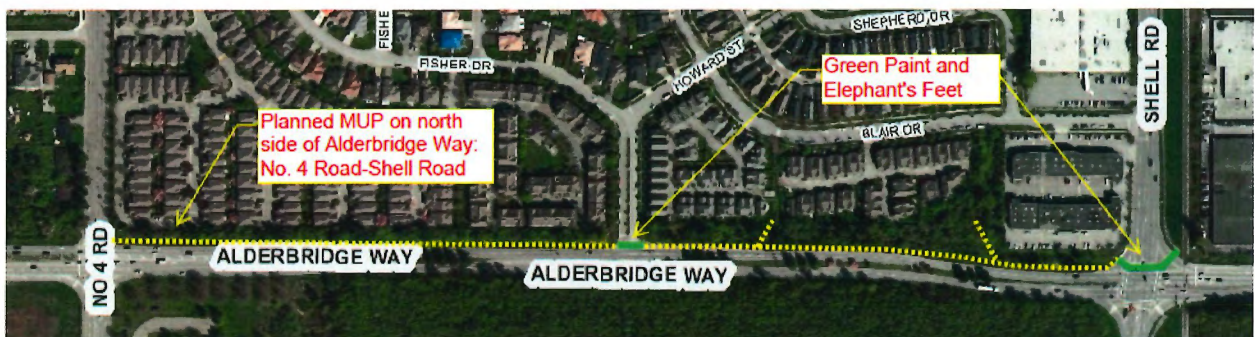
Location of Planned Active Transportation Network Projects for 2019



Crosstown Neighbourhood Link: Phase 3



Odlin Road Bike Route



Alderbridge Way (No. 4 Road-Shell Road) Multi-Use Pathway

Location of Planned Active Transportation Network Projects for 2019



Midtown Neighbourhood Link: Phase 2



Sexsmith Road (Beckwith Rd-Charles St)
Multi-Use Path



City of Richmond

Report to Committee

To: Public Works and Transportation Committee **Date:** January 16, 2019
From: Tom Stewart, ASCT.
Director, Public Works Operations **File:** 10-6370-04-01/2018-
Vol 01
Re: Recycling Depot - Potential Eco Centre Upgrade Options

Staff Recommendation

1. That Option 2 of the staff reported entitled, "Recycling Depot – Potential Eco Centre Upgrade Options" from the Director, Public Works Operations dated January 16, 2019, be endorsed.
2. That the City's Consolidated 5 Year Financial Plan (2019-2023) be amended to include \$1,226,000 for the Recycling Depot – potential eco centre upgrade as presented under Option 2 of the staff report entitled "Recycling Depot – Potential Eco Centre Upgrade Options", funded from the Sanitation and Recycling provision.

Tom Stewart, ASCT.
Director, Public Works Operations
(604-233-3301)

Att. 5

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Project Development Finance	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

The City operates a Recycling Depot at 5555 Lynas Lane. Its central location and wide range of services make it a popular facility with residents. The Recycling Depot hosts over 160,000 visits annually, equal to one visitor every 53 seconds. The number of visits continues to increase with population growth and as new commodity streams are added.

To improve convenience and broaden the scope of services for residents, the range of accepted items is expanded when feasible. For example, on September 1, 2018, flexible plastic packaging was added (in collaboration with Recycle BC). Commencing in 2019, as approved by Council in the Sanitation and Recycling utility budget and rates, two key service level enhancements were introduced:

1. *Expanded Scope*: The scope of materials accepted is expanded to include upholstered furniture, electronics, propane tanks and butane cylinders, and
2. *Expanded Hours of Operation*: The hours of operation is expanded to six days per week (Tuesday – Sunday), also from 9:00 a.m. – 6:15 p.m. (Previously, the Recycling Depot was open 5 days per week, i.e. Wednesday – Sunday from 9:00 a.m. – 6:15 p.m.).

By expanding the range of materials accepted and the hours of service at the City's Recycling Depot, public convenience is enhanced, thereby promoting greater recycling to support achieving established waste diversion targets.

This report explores configuration changes/site improvements to update aging infrastructure, improve operations to keep pace with growth, and improve the user experience. In addition, potential enhancements for establishing a one-stop-drop Eco Centre facility, where enhanced services can be offered and an even broader range of materials can be accepted, are also conceptually discussed.

This report supports Council's 2014-2018 Term Goal #4 Leadership in Sustainability:

Continue advancement of the City's sustainability framework and initiatives to improve the short and long term livability of our City, and that maintain Richmond's position as a leader in sustainable programs, practices and innovations.

4.2. *Innovative projects and initiatives to advance sustainability.*

This report supports Council's 2014-2018 Term Goal #6 Quality Infrastructure Networks:

Continue diligence towards the development of infrastructure networks that are safe, sustainable, and address the challenges associated with aging systems, population growth, and environmental impact.

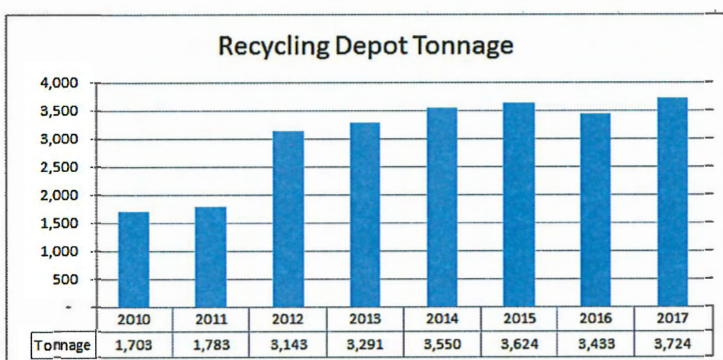
6.2. *Infrastructure is reflective of and keeping pace with community need.*

Analysis

Background

The Recycling Depot footprint is approximately 1.47 acres. It originally opened at the present site in March, 1993. The Recycling Depot is an integral component of the City's overall suite of recycling services. These various recycling services are designed to achieve the City's waste diversion target of 80% by 2020. In and of itself, the Recycling Depot makes up 8% annually of the City's current 78% single-family diversion rate. For context, over 3,700 tonnes of recyclables were received at the Recycling Depot in the last year, representing a significant waste diversion component.

Table 1: Recycling Depot Tonnage from 2010 to 2014



Overall tonnage received at the depot has steadily increased over the last several years, more than doubling since 2010, as shown in Table 1. The Recycling Depot is also a key and necessary service to help mitigate illegal dumping of various materials since residents have access to a conveniently located drop off site where items are accepted at no

charge. This helps to better contain costs associated with managing illegally dumped items.

A variety of materials are currently accepted at the Recycling Depot, some in partnership with industry product stewardship agencies. A full list of items currently accepted and those newly added in 2019, along with applicable stewardship agencies, is shown in Attachment 1.

Current Issues and Challenges

1. Recycling Awareness and Blue Box/Blue Cart Contamination Concerns:

Recycling is continually evolving as regional disposal bans are implemented (designed to promote recycling vs. disposal of items) and provincial recycling regulations are expanded to place the onus on producers of various products for managing the waste their products create, i.e. industry stewardship programs. The City also introduces new programs and services where appropriate to support residents in recycling and waste diversion. These are designed with the goal of diverting 80% of residential waste by 2020, in line with regional diversion targets under the Integrated Solid Waste and Resource Management Plan.

While these are positive environmental initiatives, industry stewardship programs can result in a scattering of different locations for residents to take their waste for recycling or disposal. This approach has created a degree of confusion and inconvenience for residents in knowing where they can deliver various recycling/waste items. This contributes toward challenges with non-acceptable items being placed in residential blue boxes (i.e. contamination issues) and illegal dumping throughout the City.

The City offers a variety of services to support proper residential recycling and disposal of items. In addition, a number of outreach and education tools are used to inform residents about recycling and disposal locations. This includes the Richmond Collection Schedule app, which incorporates the Recycling Wizard tool. Using this tool, residents can enter the material/s they are wishing to recycle/dispose, and the Recycling Wizard provides locations and advice on where the items can be delivered in Richmond.

Even with these various initiatives, residents often comment that recycling is becoming somewhat complicated to navigate, particularly in relation to the different locations they need to travel for delivering their materials. Therefore, the more the City can offer to expand the range of acceptable items at the Recycling Depot, the easier it is for residents to recycle. This mitigates illegal dumping and captures more materials for recycling to contribute toward reduction targets.

2. Aging Infrastructure:

As previously noted, the Recycling Depot was initially opened at the present site in 1993. While general site improvements have been undertaken over time to maintain daily operations, there are a number of more major improvements emerging, including replacement of site trailers to address wear, tear and degradation from age. The current site trailers have ongoing challenges with rodent intrusion and general deterioration, and will require replacement in the near term (within two years).

3. Operational/Site Flow Issues:

With the hours of service and scope of acceptable materials being broadened in 2019, there will undoubtedly be increased user traffic. To improve efficiency and avoid safety conflicts between users and service providers, the site layout should be made more efficient through the addition of equipment which can more readily load and/or handle materials on site. Other improvements, such as fencing (to segregate and contain the new special waste items to be accepted) and enhanced lighting will also improve the site. In addition, with the 2019 expansion to include upholstered furniture, a new and large tent structure would help to ensure furniture items remain dry, which is a requirement of the processing facility. Site layout improvements will help to mitigate conflicts and inconvenience for users during those times when service vehicles are on site to remove and replace containers, etc.

4. User/Staff Feedback:

Users of the Recycling Depot are often very complimentary about the customer service received by staff on site. Many appreciate when new recycling streams are added so they can recycle larger quantities and varieties of material. Critical user feedback includes improvements to traffic flow to avoid delays from back-ups (getting stuck behind other users). Feedback from staff relates primarily to the lack of a covered structure. This exposes staff to prolonged sun and heat exposure in the warmer months. As management expectations are to remain on site to be readily available to assist customers on a regular basis, the lack of access to shaded areas is a potential health and safety concern for on-site staff. A covered pathway area in and around the

recycling containers is suggested to address this concern and would also serve to protect users from weather elements as well.

Opportunities

A range of options can be pursued to help address some of the issues and challenges noted above. These include maintaining the status quo, undertaking upgrades necessary to address emerging aging infrastructure, and a full Eco Centre facility. An Eco Centre facility/concept would serve to further simplify recycling and improve convenience by creating one location where residents can bring the majority of banned/stewardship program materials and other items for recycling/safe disposal. It also enhances opportunities for promoting reuse and education aspects more fully. These options are discussed in more detail below.

Recycling Depot Improvements/Eco Centre Options

The options presented with this report for Council's consideration, include:

1. Status Quo.
2. Improved User Experience/Operational Site Improvements.
3. Eco Centre – One-Stop-Drop Facility.

These options assume that the facility remains at its current location and is continued to be operated by City staff.

Option 1: Status Quo Arrangement – (Not Recommended)

The status quo option includes only the minimal changes being undertaken at the site to expand to the various items being added in 2019 including:

- Upholstered furniture including: office-type or cushioned table chairs; armchairs, loveseat/recliners, couches, sectional/sofa-beds or loveseat/couch with reclining seats;
- Propane tanks, including small (one pound) tanks;
- Butane cylinders (such as the type used for portable burners); and
- Electronics (computers, televisions, audio/video systems, etc.)

The locations for these new items are shown in Attachment 2, "Option 1: Status Quo – Minimal Configuration Change for 2019 Added Materials". Minimal site changes (surface restoration work, site paving, small tent structure, updated signage, promotion activities, etc.) are currently being undertaken to accommodate these new materials. Associated costs are included in existing minor capital budget allocations, so there are no added cost impacts associated with this option.

Advantages: The advantages of this option are that it allows the new materials approved by Council as part of the 2019 Solid Waste and Recycling utility budget and rates to be added

within current budget allocations. The site changes under this option are currently being implemented to coincide with the service/hours expansion commencing January, 2019.

Disadvantages: The disadvantages of this option are that it does not allow for operational equipment and site improvements necessary to improve efficiency nor does it address the challenges being experienced with aging facilities. Improved efficiency will be necessary due to the depot being open an additional day each week (i.e. one less day where the site is closed for manoeuvring materials and emptying roll off bins with service vehicles, etc.). This option also does not allow for modernization or improvements for the experience of users at the site as part of keeping pace with continued growth (discussed in more detail under Option 2).

Summary Comments: This option meets immediate requirements for expansion of new materials and operating hours in 2019. However, it is not recommended because it does not address current challenges with aging facilities, nor does it allow for necessary operational improvements to manage a growing user base and anticipated growth in overall tonnage received.

Option 2: Improved User Experience/Operational Site Improvements (Recommended)

Option 2 includes site improvements and equipment to increase site/operations flow as well as replacement of ageing, deteriorating site trailers. Larger tent-style structures for keeping upholstered furniture-style items from becoming waterlogged are a component of this option, as are improvements to the hazardous waste area. This option would also allow for some additional items, such as tires, car batteries, used motor oil, fire extinguishers and smoke alarms to also be accepted.

These improvements would modernize the Recycling Depot and make the drop-off experience more pleasant for depot users. Equipment, such as a small loader for more efficient handling of yard waste and a forklift for helping to manoeuvre large and bulky items (to minimize physical demands on staff/potential injuries, etc.) would also be added.

The proposed site improvements would help to minimize traffic conflicts between customers and service vehicles, as well as improve working conditions for staff at the site. The current site trailers are experiencing signs of aging, and additional efforts are needed to minimize vector intrusion. Staff commonly report unpleasant odours in the site trailers from repeated cycles of locating and disposing of deceased rodents, etc. in hard to reach areas of the trailers. The site trailers have deteriorated to the point where they will require replacement within the next two years in any event.

These general site improvements, including the proposed locations of the new materials to be added for storage/drop-off, are shown in Attachment 3, "Option 2: Improved User Experience/Operational Site Improvements Including 2019 Added Materials".

One-time costs for these improvements are estimated at \$1.226 million:

- | | |
|---------------------------------------|------------|
| • Equipment (small loader, forklift): | \$ 240,000 |
| • Drainage, water, power, paving | \$ 197,000 |
| • Site structures (tents, trailers) | \$ 470,000 |

• Covered structure/awning/gates	\$ 132,000
• Contingency, escalation, insurance/permit fees	<u>\$ 187,000</u>
• Total estimated site improvements:	\$1,226,000

If approved by Council, these costs could be accommodated from the sanitation and recycling provision.

Advantages: This option would modernize the Recycling Depot, add equipment to better accommodate the additional materials to be added in 2019, create fewer conflicts or delays for users (i.e. more servicing/bin management activity will need to take place during regular operating hours with the depot being open one additional day per week), improve operational flow as well as the overall experience for the growing number of users at the Recycling Depot. The range of materials accepted can be expanded to include tires, car batteries, used motor oil, fire extinguishers and smoke alarms. Sanitation and Recycling provision funding is available to accommodate the associated capital expenditures.

Disadvantages: The principal disadvantages of this option are the costs involved and potential temporary inconvenience to users during the time when the construction/improvement activities will take place. A longer (i.e. estimated at 6-9 months) timeline for implementation is required.

Summary Comments: This is the recommended option since it modernizes the site, improves operational flows, and helps the City keep pace with growing demands for recycling drop off services and increasing user growth. This option also addresses the need to replacing aging infrastructure at the site, which will be required in the near term regardless.

Option 3: Eco Centre – One-Stop-Drop Facility for Expanded Range of Materials/Services

The Eco Centre concept encompasses expanding the facility to accept an even broader range of materials, including most product stewardship materials and other non-putrescible household waste. A key difference with this option is that a reuse/repair component is added to allow for donation and/or exchange of waste. Another key addition is an education centre, which would allow for classroom style workshops and recycling education to be undertaken. The hazardous waste collection area would be fully enclosed and expanded. Attachment 4, “Option 3: Eco Centre One-Stop-Drop Facility for Expanded Range of Materials/Services” presents a schematic of this option in concept only for information and reference.

Examples of Additional Materials:

- Automotive items such as anti-freeze.
- Household items such as mattresses, carpet, toilets, car seats, non-recyclable furniture.
- Potential hazardous waste items such as pharmaceuticals, drywall, residual chemical products, etc.
- Textiles and other reusable household goods.

Reuse/Repair Centre: The Reuse Centre would allow for items such as used clothing and household items for potential donation to charities (used pots and pans, cutlery, ironing boards, etc.) to be accepted. The concept could include working with a charitable organization to operate the Reuse Centre whereby these materials are accepted and either re-used or re-sold for the benefit of that charitable organization. Items could be re-used or re-sold at the Recycling Depot or other sites for the charitable organization involved. The Reuse Centre would help to provide a convenient outlet for residential drop off of these items, thereby helping to minimize contamination in curbside/multi-family recycling programs, and deterring illegal dumping. The Reuse Centre could potentially evolve in scope to include a “Repair Facility” concept, where residents could bring materials for repair, as opposed to simply donation or recycling/disposal. Volunteers and/or charitable agencies could also be engaged in the “Repair Facility” component.

Education Centre: The Education Centre would provide a learning environment where Recycling Depot tours for school students and public education workshops could be held. Ongoing education allows for the recycling momentum to be continually renewed and maintained. In addition, other environmental outreach initiatives could be delivered from the education centre (invasive plants, pesticide use, sustainability initiatives, water conservation, grease management, etc.). The Education Centre could evolve to incorporate a research and development component and help foster advancements in waste management, such as supporting transition to circular economy concepts.

Expanded Hazardous Waste Collection Centre: The Hazardous Waste collection area would provide for a secured and controlled environment where a wider variety of hazardous waste materials are sorted and contained in an enclosed structure. This centre would be equipped with removable spill catchments, ventilation, and be outfitted with explosion-resistant devices (lighting, exhaust fan/sump pump, etc.).

Eco Centre Design: Given space limitations on the existing site, a modular system where the Recycling Depot surface area is raised and other operations/storage areas are located underneath could be pursued. Facilities could be put in place to collect fees for accepting items (such as mattresses, drywall, etc.) to help support cost recovery.

In addition to the new materials that could be added under the Eco Centre option, the biggest distinction in service levels is the re-use and education centre components. This adds a new service dynamic to the current Recycling Depot in more broadly engaging charitable organizations in the reuse and donation aspects. Further, public education and outreach would be enhanced with the addition of an education centre. Participants would be able to learn in a classroom-style setting. Currently, tours and workshops are offered mainly to schools and tour groups on a request basis, generally on those days the Recycling Depot is closed. The depot tours are conducted using site ‘walking tours’ at the depot. Waste reduction and how to recycle correctly workshops are held in available meeting rooms at various City facilities.

The Eco Centre model option would require the addition of the modular structure at a preliminary estimated additional cost of \$3 million over and above those identified under Option 2. The total capital expenditure requirement for this option, therefore, is estimated at \$4.4 million. Annual operating costs would increase by an estimated \$1.2 million for staffing and

general operating costs, representing an annual increase of approximately \$15.00-\$18.00 per household.

Advantages: This option results in a very modernized facility, the first of its type in the Lower Mainland. It takes advantage of the small footprint of the existing site by raising the user area, and allows for activities and storage to be undertaken underneath. An even broader range of materials would be accepted, improving convenience for residents and helping to deter illegal dumping. Attachment 5 shows further details of the various materials and service areas of the Eco Centre concept as compared with those accepted under Options 1 and 2.

The reuse and education centre concepts broadly expand the service dynamic in support of waste reduction, while allowing for enhanced community engagement. This positions the City to better address future waste management challenges and could serve as a catalyst to evolve toward a circular economy.

The modular system design provides for a flexible construction concept. This would allow for an adaptable structure which can be expanded and re-designed at its current (and any future location) to meet changes in regulations, stewardship program expansion, etc.

Disadvantages: This option is the highest cost alternative and requires the most disruption to users during construction. It also requires the longest implementation period, i.e. estimated at two years. This option further adds annual operating costs of \$1.2 million, which impacts the rates charged to residents.

Summary comments: The modular design concept for an Eco Centre is an efficient and attractive concept, which allows for a wider range of materials to be accepted and re-use and education concepts to be incorporated. The costs identified in this report are very preliminary in nature and would require more detailed review and adjustment if this approach is desired. The modular nature of the structure for the site improvements elements outlined allows many components to be relocated to a new location (i.e. if/when the Works Yard is relocated to a new site). However, it may not be prudent to undertake such a substantial capital construction project when a Works Yard relocation project is being considered in the near future. For these reasons, this option is not recommended at this time. The Eco Centre concept can, however, be considered as part of future planning associated with the Works Yard relocation project.

Options: Summary Review

An overview summary for each of the options discussed above, including the items to be accepted, is included in Attachment 5.

Financial Impact

Capital improvements costs of the recommended Option 2 are estimated at \$1.226 million. These costs can be accommodated from the Sanitation and Recycling provision account (\$2.4 million available as of November 30, 2018). If approved, the City's Consolidated 5 Year Financial Plan (2019-2023) will be amended accordingly.

Conclusion

This report presents various options to accommodate planned service expansion at the City's Recycling Depot in 2019 as well as discusses the Eco Centre concept. Capital equipment and site improvements which accommodate the new materials and hours of service as approved by Council in the 2019 Sanitation and Recycling utility budget and rates are outlined for Council's consideration.

The recommended site improvements will modernize the Recycling Depot, expand the range of materials accepted, improve operational flow, keep pace with an increasing user base, and improve the overall user experience at the depot.

These efforts to expand recycling and modernize the site are important steps toward increasing waste diversion as the City strives for the final push toward our 80% waste diversion target by 2020.



Suzanne Bycraft
Manager, Fleet and Environmental Programs
(604-233-3338)

- Att. 1: Items Currently Accepted at Recycling Depot and Items Added in January, 2019
2: Option 1: Status Quo – Minimal Configuration Change for 2019 Added Materials
3: Option 2: Improved User Experience/Operational Site Improvements Including 2019 Added Materials
4: Option 3: Eco Centre One – Stop – Drop Facility for Expanded Range of Materials/Services
5: Recycling Depot/Eco Centre Options Summary

Attachment 1**Table 1: Items Currently Accepted at the Richmond Recycling Depot and Items Added in January, 2019**

Material Category	Accepted Items	Stewardship Agency
Aerosol and Spiral Wound Cans	<ul style="list-style-type: none"> Aerosol cans for food, air fresheners, shaving cream, deodorant, hairspray, etc. Spiral wound cans and metal lids for frozen juice concentrate, cookie dough, nuts, coffee, baby formula, etc. 	
Appliances (large)	<ul style="list-style-type: none"> Dishwashers Washing machines/dryers Stoves/ovens Fridges/freezers Air conditioners/dehumidifiers Range hoods/over range microwaves Food waste disposers Trash compactors Electric beverage dispensers (plumbed in) 	Major Appliance Recycling Roundtable (MARR) (Pilot program only)
Appliances (small)	<ul style="list-style-type: none"> Kitchen countertop appliances Microwave ovens Electric time measurement Weight measurement appliances Garment care appliances Portable air treatment appliances Personal care appliances Floor/surface cleaning appliances 	Canadian Electrical Stewardship Association (CESA) ElectroRecycle – Product Care
Batteries and Cell Phones	<ul style="list-style-type: none"> Household batteries (rechargeable & single use) Cellular phones and their batteries Portable power banks 	Call2Recycle
Books	<ul style="list-style-type: none"> Used books 	
Cooking Oil and Animal Fats	<ul style="list-style-type: none"> Food based oils Animal fats 	
Corrugated Cardboard	<ul style="list-style-type: none"> Clean corrugated cardboard Clean pizza boxes 	
Exercise, Hobby and Textile Machines	<ul style="list-style-type: none"> Sewing, embroidery & knitting machines Electric exercise machines Portable, electric sports, leisure or craft devices 	Canadian Electrical Stewardship Association (CESA) ElectroRecycle – Product Care
Glass Bottles and Jars	<ul style="list-style-type: none"> Glass bottles Glass food jars 	Recycle BC
Lights and Light Fixtures	<ul style="list-style-type: none"> Residential light bulbs (fluorescent, CFL, LED, halogen, incandescent and other mercury containing lamps) Light fixtures (indoor and outdoor) String lights Table/desk lamps Bike lights, book lights, night lights, flashlights 	LightRecycle – Product Care
Metal Food and Beverage Containers	<ul style="list-style-type: none"> Tin, steel and aluminium cans Aluminium foil and foil containers 	
Metal Items	<ul style="list-style-type: none"> Bike frames, clean auto parts, BBQ's, hangers, piping, etc. 	

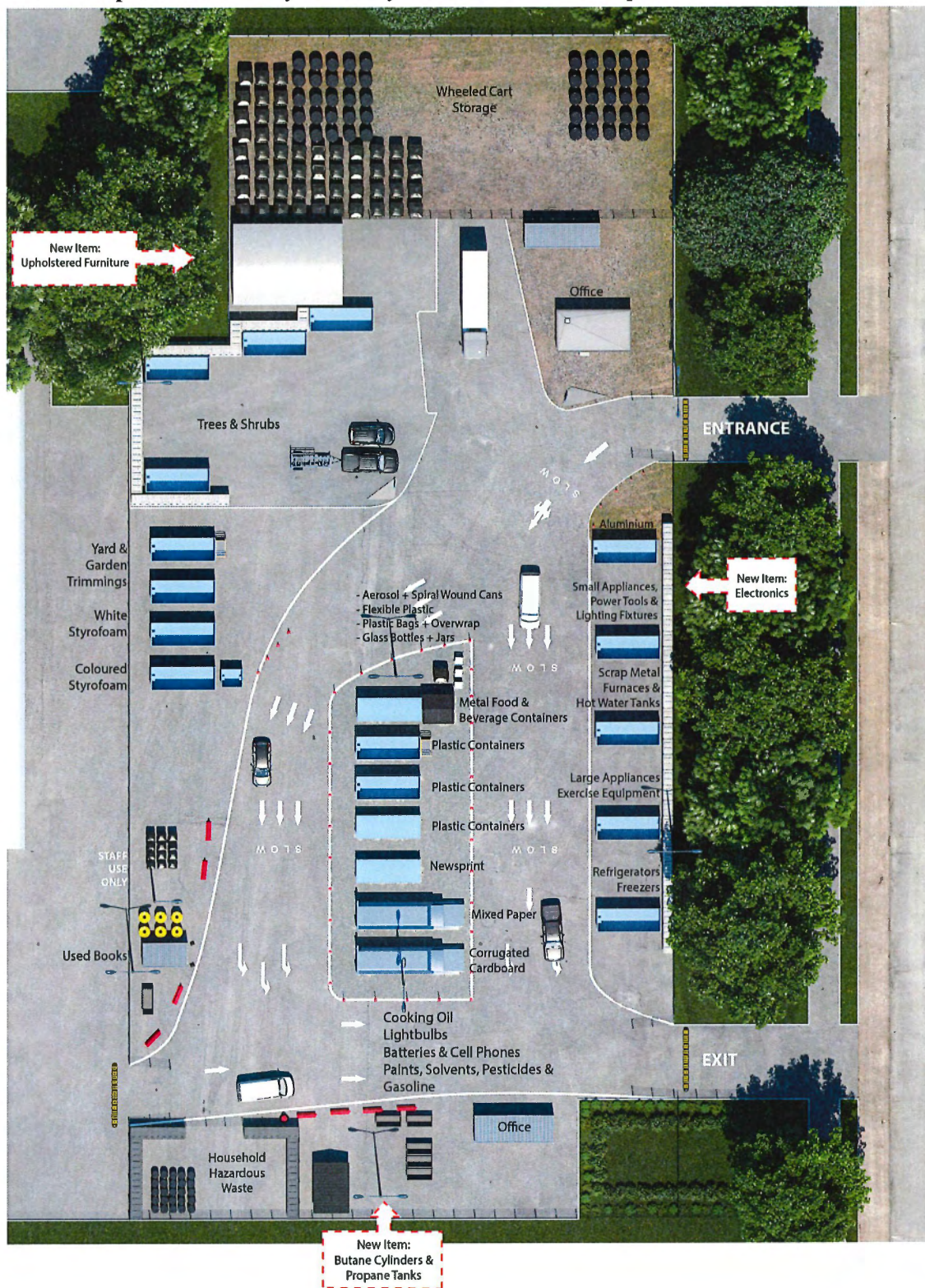
Attachment 1 Cont'd

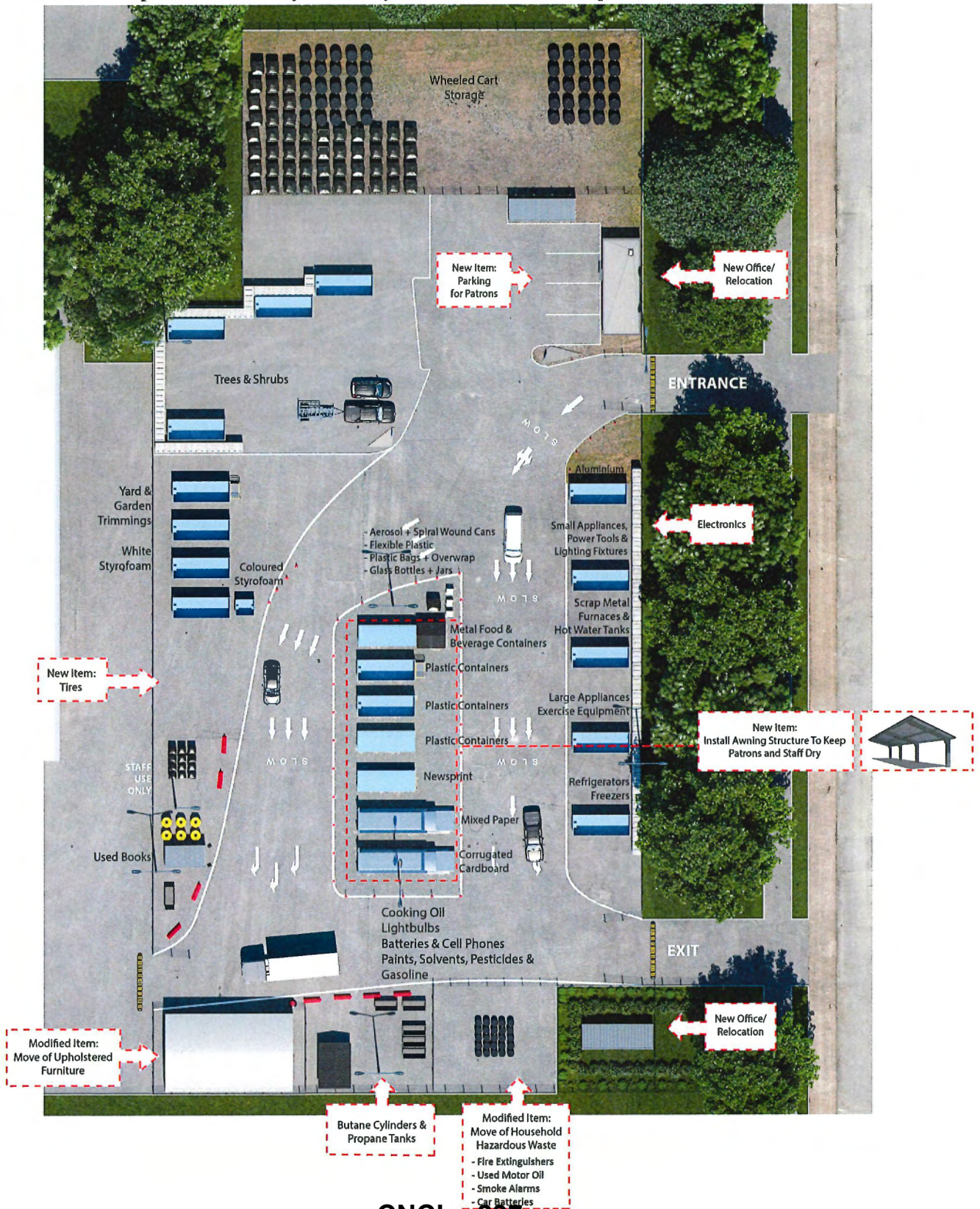
Table 1: Items Currently Accepted at the Richmond Recycling Depot and Items Added in January, 2019

Material Category	Accepted Items	Stewardship Agency
Newspaper	<ul style="list-style-type: none"> Newspaper, non-glossy flyers/inserts 	
Other Flexible Plastic Packaging	<ul style="list-style-type: none"> Stand-up & zipper lock pouches Crinkly wrappers Flexible packaging with a plastic seal Woven and net plastic bags Plastic shipping packaging Shrink wrap and bags with code 5 	Recycle BC
Paints, Solvents, Pesticides, Gasoline and Flammable Liquids	<ul style="list-style-type: none"> Household paints Aerosol paints Domestic pesticides Flammable aerosols Flammable liquids Gasoline 	ReGeneration – Product Care
Plastic Containers and Rigid Plastics	<ul style="list-style-type: none"> Plastic food & beverage containers Plastic garden pots & trays Rigid plastic containers Other rigid plastic household items 	
Plastic Bags and Overwrap	<ul style="list-style-type: none"> Plastic bags for groceries, dry cleaning, bread, newspapers and flyers Clear bags for produce and dry bulk goods Frozen vegetable bags Outer wrap for paper towels, tissues and other bulk products Outer wrap for feminine hygiene and diapers 	Recycle BC
Power Tools	<ul style="list-style-type: none"> Test and measurement tools Hand held power tools (corded and cordless) Bench top & free standing tools Demolition power tools 	Canadian Electrical Stewardship Association (CESA) ElectroRecycle – Product Care
Styrofoam	<ul style="list-style-type: none"> Packaging Styrofoam blocks Take out containers, plates & meat trays Drink cups 	Recycle BC
Yard and Garden Trimmings	<ul style="list-style-type: none"> Branches & limbs Grass & leaves Trees & shrubs 	

Attachment 1 Cont'd**Table 1: Items Currently Accepted at the Richmond Recycling Depot and Items Added in January, 2019**

Material Category	Accepted Items	Stewardship Agency
Propane Tanks	<ul style="list-style-type: none"> • Empty propane tanks (refillable) • Empty small 1 lb. propane tanks 	
Butane Cylinders	<ul style="list-style-type: none"> • Empty butane cylinders 	
Electronics	<ul style="list-style-type: none"> • Electronic toys • Electronic musical instruments • IT or telecom devices & equipment • Medical & monitoring equipment • Computers & peripherals • Televisions & monitors • Printing & copying products • Non-cellular phones & answering machines • Video gaming systems & accessories • Audio/video systems 	Electronic Products Recycling Association (Potential)
Upholstered Furniture	<ul style="list-style-type: none"> • Office or cushioned dining chair • Armchair, recliner, loveseat, couch • Sectional, sofa-bed or loveseat/couch with reclining seats 	

Option 1: Status Quo – Minimal Configuration Change for 2019 Added Materials**Address:** 5555 Lynas Lane**Hours of Operation:** Tuesday to Sunday from 9:00 a.m. to 6:15 p.m.

Option 2: Improved User Experience/Operational Site Improvements Including 2019 Added Materials**Address: 5555 Lynas Lane****Hours of Operation: Tuesday to Sunday from 9:00 a.m. to 6:15 p.m.**

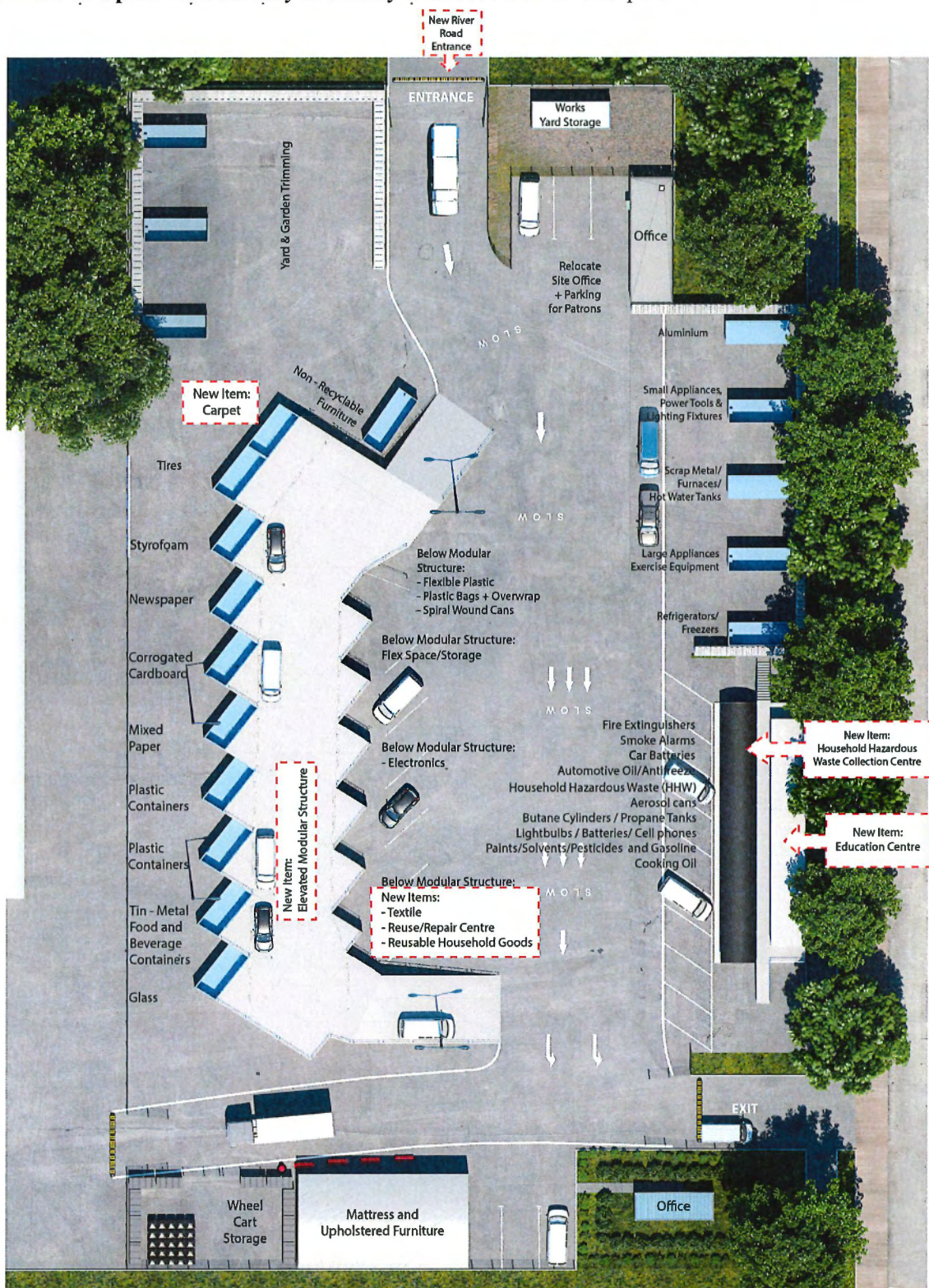
Option 3: Eco Centre One-Stop-Drop Facility for Expanded Range of Materials/Services**Address:** 5555 Lynas Lane**Hours of Operation:** Tuesday to Sunday from 9:00 a.m. to 6:15 p.m.

Table 3: Recycling Depot/Eco Centre Options Summary

Materials Accepted	Option 1: Status Quo – Minimal Configuration Change for 2019 Added Materials	Option 2: Improved User Experience/Operational Site Improvements Including 2019 Added Materials	Option 3: Eco Centre One-Stop-Drop Facility for Expanded Range of Materials/Services
Aerosol and Spiral Wound Cans	✓	✓	✓
Appliances (large)	✓	✓	✓
Appliances (small)	✓	✓	✓
Books	✓	✓	✓
Cooking Oil and Animal Fats	✓	✓	✓
Corrugated Cardboard	✓	✓	✓
Electronics	✓ New 2019	✓	✓
Flexible Plastic Packaging	✓	✓	✓
Glass Bottles and Jars	✓	✓	✓
Lights and Light Fixtures	✓	✓	✓
Metal Food and Beverage Containers	✓	✓	✓
Metal Items	✓	✓	✓
Mixed Paper Products	✓	✓	✓
Newsprint	✓	✓	✓
Paints, Solvents, Pesticides, Gasoline and Flammable Liquids	✓	✓	✓
Plastic Bags and Overwrap	✓	✓	✓
Plastic Containers and Rigid Plastics	✓	✓	✓
Power Tools	✓	✓	✓
Styrofoam	✓	✓	✓
Yard and Garden Trimmings	✓	✓	✓
Batteries and Cell Phones	✓	✓	✓
Butane Cylinders	✓ New 2019	✓	✓
Exercise, Hobby and Textile Machines	✓	✓	✓
Propane Tanks	✓ New 2019	✓	✓
Upholstered Furniture	✓ New 2019	✓	✓
Car Batteries		✓	✓
Fire Extinguishers		✓	✓
Smoke Alarms		✓	✓
Tires		✓	✓
Used Motor Oil		✓	✓
Antifreeze			✓
Bathtubs			✓
Bicycle Tires			✓
Car Seats			✓
Carpet			✓
Drywall			✓
Mattresses			✓
Pharmaceuticals			✓
Reusable Household Goods			✓
Textiles			✓
Thermostats			✓
Toilets			✓
Residual Chemical Products			✓
Non-Recyclable Furniture			✓
Hours of Operation	Tuesday to Sunday from 9:00 a.m. to 6:15 p.m.	Tuesday to Sunday from 9:00 a.m. to 6:15 p.m.	Tuesday to Sunday from 9:00 a.m. to 6:15 p.m.
Additional Service Areas			
Re-Use Centre			✓
Education Centre			✓
Estimated Capital Improvement Costs	N/A	\$1,366,000	\$4,400,000
Additional Operating Cost	Included	Included	\$1,200,000
Annual Operating Cost Impact to Residents	Included	Included	\$15-\$18 per household
Est. Implementation Timeline	3 Months	6-9 Months	2 Years




City of Richmond

Report to Committee

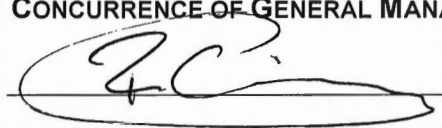

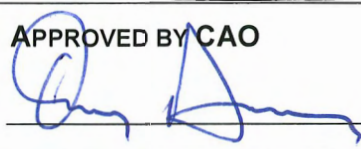
To: Public Works and Transportation Committee **Date:** January 11, 2019
From: Tom Stewart, ASCT.
Director, Public Works Operations **File:** 02-0665-03-01/2018-
Vol 01
Re: Fuel Purchases Agreement - Suncor Energy Products Partnership

Staff Recommendation

1. That the City enter into an agreement, as outlined in the staff report titled "Fuel Purchases Agreement – Suncor Energy Products Partnership" dated January 3, 2019 from the Director, Public Works Operations;
2. That the Chief Administrative Officer and General Manager, Engineering & Public Works, be authorized to negotiate and execute a fuel supply and delivery contract with Suncor Energy Products Partnership on the contemplated terms and conditions of the fuel consortium contract as outlined in City of Vancouver Request for Proposals No. PS20180305 Supply and Delivery of Fuels; and
3. That the current fuel purchase contract with Parkland Fuel Corporation under BCPPBG Contract No. PS11122 be extended until such time as the fuel supply and delivery contract with Suncor Energy Products Partnerships is executed and fuel delivery commences under the agreement with Suncor Energy Products Partnerships.


Tom Stewart, ASCT.
Director, Public Works Operations
(604-233-3301)

Att. 1

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Law	<input checked="" type="checkbox"/>	
Finance	<input checked="" type="checkbox"/>	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO 

Staff Report

Origin

At their December 11, 2017 meeting, Council approved the City of Richmond's participation in the BC Petroleum Products Buying Group the ("BCPPBG"). The BCPPBG is a buying consortium for fuel purchases, which allows the City to receive the benefits of economies of scale, process and information for all City fuelling operations (Public Works Yard, Fire halls, etc.).

The City of Vancouver is the lead agency coordinating the competitive bid process on behalf of the BCPPBG. The City of Vancouver issued Request for Proposal No. PS10180305 (Supply and Delivery of Fuels) on March 5, 2018. There were five bid respondents. The City of Vancouver's evaluation team concluded that the proposal submitted by Suncor Energy Products Partnership ("Suncor") best meets the BCPPBG's requirements and provides best overall value. The City of Vancouver followed their standard procurement methods in this tender process. Key criteria considered included technical, sustainability and financial requirements. Richmond staff are in agreement with the methodology applied.

This report recommends that the City of Richmond enter into an agreement with Suncor (the "Supply and Delivery of Fuels Agreement") under the terms and conditions contemplated through the BCPPBG consortium competitive bid process. A copy of the Supply and Delivery of Fuels Agreement is attached as Attachment 1. The City will become party to the Supply and Delivery of Fuels Agreement by executing the letter agreement attached as Schedule D the Supply and Delivery of Fuels Agreement.

This report supports Council's 2014-2018 Term Goal #6 Quality Infrastructure Networks:

Continue diligence towards the development of infrastructure networks that are safe, sustainable, and address the challenges associated with aging systems, population growth, and environmental impact.

6.1. Safe and sustainable infrastructure.

Analysis

Background

The current fuel purchase supplier is Parkland Fuel Corporation ("Parkland") under BCPPBG Contract No. PS11122. The contract with Parkland commenced December 14, 2011 and continues pending 60 days written notice to cancel the contract. This notice will be provided by the City of Vancouver to Parkland once the Supply and Delivery of Fuels Agreement is signed. The planned start date with Suncor is fluid at this time. The City of Richmond is coordinating its efforts to align with that of the City of Vancouver for contract commencement.

Fuel Consumption

The City of Richmond has 10 fueling tanks, located at the City Works Yard and several fire hall stations. These are used for fueling all gasoline and diesel powered City vehicles and equipment.

Fuelling services at the Works Yard are also made available to the Richmond RCMP and Richmond School Board on a cost-recovery basis. Richmond Fire Rescue is also able to fuel at the City Works Yard, if required.

The City uses approximately 1.4 million litres of fuel annually consisting of gasoline and bio-diesel. Of this amount, Richmond Fire Rescue uses approximately 135,000 litres annually. Additionally, approximately 200,000 litres of fuel is purchased to support fuelling services at the Works Yard for the Richmond RCMP and School Board.

BCPPBG Fuel Purchases Contract

Key terms of the Supply and Delivery of Fuels Agreement include:

1. Contract term is five years, with the option to extend for two additional one-year terms.
2. Costing is based on a variable structure which adjusts for variations in fuel pricing, with fixed discounts, i.e.:
 - a. Suncor regional weekly rack rate. The weekly rack rate is the price refineries sell fuel to their various clients, which varies based on fuel commodity market pricing.
 - b. Less a fixed discount for diesel and gasoline products. The discount remains fixed for the entire term of the agreement.
 - c. Plus bridging (delivery fees, etc.). Bridging fees includes items such as freight from the terminal, the terminal cost and delivery. Under the terms of the Supply and Delivery of Fuels Agreement, the bridging fee will be fixed for three years after which it is subject to adjustments.

Expected savings to the City under the Supply and Delivery of Fuels Agreement compared to what consumers would pay at fuelling stations vary depending on commodity pricing, but are generally between 4%-6%. Rates vary due to the weekly rack rate changes, which are subject to the commodity price.

Financial Impact

Annual costs for fuel vary based on commodity pricing and consumption. Fuel expenditures in 2018 were approximately \$1,500,000 for City operations and \$175,000 for Richmond Fire Rescue, for a total of \$1,675,000.

Under the terms of the Supply and Delivery of Fuels Agreement, approximate savings of 2% over current rates paid by the City are expected due to the applicable discount. Given the volatility of fuel pricing (i.e. weekly rack rate), annual budget estimates are developed based on average fuel pricing for average yearly costs.

Conclusion

The BCPPBG consortium approach for gasoline and diesel fuel purchased achieves economies of scale through a large-scale purchasing approach, thereby representing best value. The proposal by Suncor represents best value, as determined through the competitive bid process administered by the City of Vancouver on behalf of BCPPBG participants.

This report recommends that the City enter into the Supply and Delivery of Fuels Agreement with Suncor under the terms and conditions contemplated under City of Vancouver Request for Proposals No. PS20180305 Supply and Delivery of Fuels.



Suzanne Bycraft
Manager, Fleet and Environmental Programs
(604-233-3338)

SJB:

Att. 1: Form of Agreement – Supply Agreement

January 11, 2019

- 5 -

Attachment 1 – Supply Agreement

REQUEST FOR PROPOSALS NO. PS20180305
SUPPLY AND DELIVERY OF FUELS
PART D - FORM OF AGREEMENT

*[NOTE: THIS TEMPLATE IS EXPECTED TO BE MODIFIED TO REFLECT A FINAL BUSINESS AGREEMENT
BETWEEN THE CITY AND A SUCCESSFUL PROPONENT, IF ANY.]*

SUPPLY AGREEMENT

BETWEEN:

<  **SUPPLIER NAME** >

AND:

CITY OF VANCOUVER

RELATING TO THE SUPPLY AND DELIVERY OF FUELS

DATED <  >

{00636516v1}

#153564v2

6073610

CNCL - 304

Attachment 1 Cont'd – Supply Agreement

SUPPLY AGREEMENT

THIS AGREEMENT is made as of < >

BETWEEN:

< > **SUPPLIER NAME**, a < > corporation organized under the laws of < > and having an office at < >
(hereinafter referred to as the "Supplier")

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4
(hereinafter referred to as the "City")

WHEREAS the Supplier is in the business of < >;

AND WHEREAS the City wishes to purchase < >, upon and subject to the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as set forth herein.

{00636516v1}

Attachment 1 Cont'd – Supply Agreement

PS20180305

TABLE OF CONTENTS - SUPPLY AGREEMENT

TABLE OF CONTENTS

	Page		Page
ARTICLE 1 INTERPRETATION	3	ARTICLE 7 RIGHTS AND OBLIGATIONS	
1.1 Definitions	3	CONCERNING INFORMATION.....	18
1.2 Headings	7	7.1 Freedom of Information and	
1.3 Extended Meanings.....	7	Protection of Privacy Act	18
1.4 Schedules.....	8	7.2 No Promotion.....	18
ARTICLE 2 EFFECTIVENESS	8	7.3 Confidentiality Obligation	19
2.1 Effective Date	8	7.4 Disclosure to Representatives	19
2.2 Term.....	8	7.5 Disclosures Required by Law	19
ARTICLE 3 SUPPLY; GENERAL TERMS.....	9	7.6 Other Disclosures by the City.....	19
3.1 Supply	9	ARTICLE 8 TAXES	19
3.2 Orders.....	9	8.1 Taxes for Own Accounts	19
3.3 Product and Supply Requirements	10	8.2 Withholding Taxes.....	20
3.4 Delivery Requirements	10	ARTICLE 9 DISPUTE RESOLUTION.....	20
3.5 Rejection of Defective Products	11	9.1 Optional Procedure	20
3.6 Risk and Title.....	12	9.2 Arbitration	20
3.7 Certain Supplier Representations and		ARTICLE 10 MISCELLANEOUS	21
Warranties	12	10.1 Assignment.....	21
3.8 Product Warranties	13	10.2 Time of the Essence	21
3.9 No Exclusivity	13	10.3 Costs.....	21
3.10 Absence of Conflicts of Interest.....	13	10.4 Benefit of this Agreement.....	21
ARTICLE 4 PAYMENT	14	10.5 Entire Agreement	21
4.1 Payment to the Supplier	14	10.6 Amendments and Waiver	21
4.2 Content of Invoices	14	10.7 Notices	22
4.3 Procedure for Invoices	15	10.8 Governing Law and Jurisdiction.....	23
4.4 Currency of Payment	15	10.9 Further Assurances	23
4.5 Set Off.....	15	10.10 Severance	23
ARTICLE 5 LIABILITY AND INSURANCE.....	15	10.11 Counterparts	24
5.1 Indemnification by the Supplier	15	10.12 Electronic Execution.....	24
5.2 Insurance	16	10.13 Voluntary Agreement.....	24
ARTICLE 6 FORCE MAJEURE; TERMINATION....	17	SCHEDULE A - PRODUCTS AND PRICES	25
6.1 Force Majeure.....	17	SCHEDULE B - PRODUCT SPECIFICATIONS	26
6.2 Purchaser Termination Rights	17	SCHEDULE C - ESTIMATE OF PRODUCT	
6.3 Supplier Termination Rights	18	REQUIREMENTS.....	27
6.4 Consequences of Termination.....	18	SCHEDULE D - FORM OF LETTER AGREEMENT	1

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) "Agreement" means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Parties;
- (b) "BCPPBG" means the British Columbia Petroleum Product Buying Group;
- (c) "Business Day" means a day that is not a Saturday, a Sunday or a public holiday in Vancouver, British Columbia;
- (d) "Competent Authority" means:
 - (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;
 - (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or
 - (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
- (e) "Confidential Information" means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the other Party or its Representatives in connection with this Agreement, concerning:
 - (i) this Agreement; or
 - (ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party's Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,but does not include:
 - (iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

- (iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
- (v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
- (vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
- (vii) any information that the Parties agree in writing is not confidential or may be disclosed; and
- (viii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;
- (f) "Consent" means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required from any Competent Authority in connection with the Supply;
- (g) "Delivery" means the completion of delivery of the Products ordered in a particular Order, as amended, in accordance with Section 3.4;
- (h) "Delivery Date" has the meaning ascribed to such term in Section 3.2(b)(iv);
- (i) "Delivery Location" has the meaning ascribed to such term in Section 3.2(b)(iv);
- (j) "Effective Date" has the meaning ascribed to such term in Section 2.1;
- (k) "Encumbrance" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;
- (l) "Force Majeure" means, exhaustively, any:

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

- (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
 - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
 - (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier's personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
 - (iv) natural catastrophe, such as an earthquake, forest fire, landslide or flood; or
 - (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for a Party to perform its obligations under this Agreement;
- (m) "Group" means:
- (i) in respect of the Supplier, the group constituted from time to time by:
 - (A) the Supplier;
 - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
 - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
 - (ii) in respect of the City, the group constituted from time to time by:
 - (A) the City; and
 - (B) all bodies corporate directly or indirectly controlled by the City.
- (n) "Intellectual Property Rights" means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;
- (o) "Laws" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials;

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

- (p) "Letter Agreement" means an agreement in the form of Schedule D.
- (q) "Order" means an order for Products submitted by the City in accordance with Section 3.2, which may be titled "Purchase Order";
- (r) "Other BCPPBG Entity" means each individual entity that is a part of the BCPPBG, other than the City;
- (s) "Other City Entity" means each of the Vancouver Public Library Board, the Vancouver Police Board, the Vancouver Art Gallery Association, and the Parking Corporation of Vancouver;
- (t) "Parties" means the City and the Supplier and "Party" means one of them or any of them, as the context requires;
- (u) "Permitted Purpose" has the meaning ascribed thereto in Section 7.1;
- (v) "Products" means the products set out in Schedule A, and, where the context requires, Products ordered or supplied hereunder;
- (w) "Proposal" means the Supplier's proposal dated < >, submitted by the Supplier to the City in response to the < > RFP;
- (x) "Representative" means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;
- (y) "RFP" means the City's Request for Proposal number PS< >;
- (z) "Sales Tax" has the meaning ascribed to such term in Section 8.1;
- (aa) "Specifications" means, for each Product, the specifications therefor set forth in Schedule B;
- (bb) "Subcontractor" means any person engaged by the Supplier to perform any part of the Supply;
- (cc) "Supply" means the supply of Products by the Supplier to the City pursuant to Orders;
- (dd) "Taxes" means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
 - (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

- (ii) all withholdings on amounts paid to or by the relevant person;
- (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
- (iv) any fine, penalty, interest or addition to tax;
- (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
- (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law.

1.2 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

1.3 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for "agreement" requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words "include", "includes", "including" and "included" shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context;
- (d) the rule of interpretation known as *ejusdem generis* shall not apply;
- (e) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

- (f) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (g) "control" when used to describe a relationship between one person and any other person, has the following meanings:
 - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
 - (iii) the general partner of a limited partnership controls the limited partnership; and
 - (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

1.4 Schedules

The following are the schedules hereto, each of which is deemed to be part hereof:

Schedule A	Products and Prices
Schedule B	Product Specifications
Schedule C	Estimate of Product Requirements
Schedule D	Form of Letter Agreement

**ARTICLE 2
EFFECTIVENESS**

2.1 Effective Date

This Agreement shall come into full force and effect on the date hereof (the "Effective Date").

2.2 Term

- (a) Unless earlier terminated pursuant to ARTICLE 6, this Agreement shall terminate on the [•] anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- (b) Subject to termination pursuant to ARTICLE 6, the term of this Agreement may be extended for up two successive one-year periods following the [•]

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.

- (c) Notwithstanding the foregoing, if the City and the Supplier continue to deal with each other in respect of the subject matter of this Agreement following the expiry of this Agreement, without any additional or other written agreement in respect thereof, this Agreement shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions as before the expiry of the Agreement and it may be cancelled without cause by either party on thirty (30) days' prior written notice to the other.

**ARTICLE 3
SUPPLY; GENERAL TERMS**

3.1 Supply

- (a) During the term of effectiveness of this Agreement, the Supplier shall supply, and the City shall purchase, such quantities of Products as the City may order under Section 3.2, in accordance with this Agreement.
- (b) The Supplier shall maintain at all times sufficient inventories of the Products to meet the business plans and requirements of the City.
- (c) Without limiting the foregoing Section 3.1(a), Schedule C hereto contains a current estimate of the City's Product requirements for each of the three successive 12 month periods beginning on the Effective Date. The Supplier acknowledges such estimates and affirms its capacity to supply Products to the City in accordance therewith; although the City can offer no assurances that it shall purchase Products in accordance with such estimates.
- (d) During the term of this Agreement, any Other BCPPBG Entity or Other City Entity may, at any time during the Term, require the Supplier to supply Products to it at the prices in this Agreement and otherwise on the terms and conditions stated in this Agreement, and the Supplier shall comply with each such requirement. Moreover, the Supplier shall, upon the request of that Other BCPPBG Entity or Other City Entity, promptly enter into a Letter Agreement (or failing that shall be deemed to have entered into a Letter Agreement) with each relevant Other BCPPBG Entity or Other City Entity memorializing that the Supplier shall supply Products to such Other BCPPBG Entity or Other City Entity in accordance with the terms and conditions of this Agreement.

3.2 Orders

- (a) The City may deliver Orders to the Supplier from time to time during the term of effectiveness of this Agreement.
- (b) Each Order shall:
 - (i) be given in writing;
 - (ii) refer to this Agreement;

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Page D-9

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

- (iii) specify the Products ordered; and
- (iv) specify the date by which the Products ordered pursuant to the Order are to be delivered (the "Delivery Date"), and the location or address to which they are to be delivered (the "Delivery Location").

3.3 Product and Supply Requirements

- (a) The Supplier shall manufacture, pack, transport and supply the Products (in each case to the extent applicable) in accordance with all:
 - (i) Product manufacturer recommendations and requirements;
 - (ii) generally accepted industry standards and practices; and
 - (iii) applicable Laws.
- (b) The Products supplied to the City by the Supplier under this agreement shall:
 - (i) be new;
 - (ii) conform to the Specifications;
 - (iii) be free from defects in design, material and workmanship and remain so for < > months after Delivery; and
 - (iv) comply with all applicable Laws.
- (c) The Supplier shall ensure that the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition.
- (d) The Supplier shall obtain and maintain in force at all times all Consents needed to manufacture (if applicable) and supply the Products in accordance with the terms of this Agreement.
- (e) The Supplier shall ensure that title in Products supplied by the Supplier hereunder, when such title passes to the City hereunder, shall be free and clear of Encumbrances. The Supplier shall not enter any contract that reserves ownership of Products supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.
- (f) The Supplier shall adhere to, and shall ensure that the Products and Supply conform to, the City's Supplier Code of Conduct referred to on page < > of the < RFP>.

3.4 Delivery Requirements

- (a) The Supplier shall deliver the Products ordered in each Order to the applicable Delivery Location by the applicable Delivery Date. The Supplier shall not, however, deliver the Products ordered in an Order more than [•] Business Days in advance of the Delivery Date without the prior written consent of the City.

[00636516v1]

Page D-10

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

- (b) Delivery of the Products specified in an Order shall be complete on their arrival at the Delivery Location.
- (c) The Supplier shall not deliver the Products specified in an Order by instalments except with the prior written consent of the City.
- (d) If the Products specified in an Order are not delivered in accordance herewith by the specified Delivery Date, then, without limiting any other right or remedy the City may have under this Agreement or otherwise, the City may:
 - (i) refuse to take any subsequent attempted delivery of such Products associated with such Order;
 - (ii) obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the City in obtaining such substitute products; or
 - (iii) claim damages against the Supplier for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Products specified in the Order by the Delivery Date,

provided that the Supplier shall have no liability for any failure or delay in delivering the Products specified in an Order to the extent that such failure or delay is caused by the City's failure to comply with its obligations under this Agreement.
- (e) Each shipment of Products shall be accompanied by a delivery document from the Supplier showing the Order number, the date of the Order, the type and quantity of Products included in the Order, and, in the case of an Order being delivered by instalments, the outstanding balance of Products remaining to be delivered.
- (f) If the Supplier requires the City to return any shipping containers, or other packaging or shipping materials, to the Supplier, that fact must be clearly stated on the delivery document accompanying the relevant Products, and any such returns shall be at the Supplier's expense.
- (g) In respect of any Products that originate outside Canada, the Supplier shall be responsible for all customs and import Taxes, costs, expenses, administrative duties and formalities.

3.5 Rejection of Defective Products

- (a) The City shall not be deemed to have accepted any particular Products until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Products, until a reasonable time after the latent defect has become apparent.
- (b) If any Products delivered to the City do not comply with the Specifications, or are otherwise not in conformity with the terms of this Agreement, then, without limiting any other right or remedy that the City may have, the City may at any time reject those Products and:

{00636816v1}

Page D-11

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

- (i) require the Supplier to remove the rejected Products from any City facility or work site at the Supplier's risk and expense within < > Business Days of being requested to do so;
 - (ii) require the Supplier to repair or replace the rejected Products at the Supplier's risk and expense within < > Business Days of being requested to do so;
 - (iii) require the Supplier to repay the price of the rejected Products in full (whether or not the City has previously required the Supplier to repair or replace the rejected Products); and
 - (iv) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Products that are not in conformity with the terms of this Agreement.
- (c) The City's rights and remedies under this Section 3.5 are in addition to the rights and remedies available to it under ARTICLE 5, ARTICLE 6 and applicable Laws.
 - (d) The terms of this Agreement shall apply to any repaired or replacement Products supplied by the Supplier pursuant to Section 3.5(b).
 - (e) If the Supplier fails to promptly repair or replace rejected Products in accordance with clause 3.5(b), the City may, without affecting any of its other rights hereunder, obtain substitute products from a third-party supplier, or have the rejected Products repaired by a third party, and the Supplier shall reimburse the City for the costs it incurs in doing so.

3.6 Risk and Title

- (a) The risk in Products delivered to the City hereunder shall pass to the City on Delivery.
- (b) Title to Products delivered to the City hereunder shall pass to the City on Delivery. The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to Products to the City, free and clear of all Encumbrances.

3.7 Certain Supplier Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) Supplier is a < > duly organized, validly existing and in good standing under the laws of < > and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;

- (d) the Supplier has a valid City of Vancouver business license or a Metro West Inter-Municipal business license that applies to all of the Supply;
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is an authorized distributor of the Products; and
- (g) the Supplier and the Supplier's personnel and Subcontractors have the skills, training, experience and expertise which are necessary to supply the Products in accordance with the terms of this Agreement.

3.8 Product Warranties

- (a) All Products provided under the Agreement shall be non-defective and fit for their respective intended purposes, shall function correctly, as intended, and shall be safe.
- (b) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of Products.
- (a) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in any Product.
- (c) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.8 or to evidence the Supplier's compliance with this Section 3.8, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.8.

3.9 No Exclusivity

- (a) The City is not bound to treat the Supplier as its exclusive supplier of any Products.
- (b) The City shall be entitled, in its sole discretion, to purchase products of the same type as, or similar to, the Products, from any supplier at any time.

3.10 Absence of Conflicts of Interest

- (a) Neither the Supplier, nor any of its Representatives has given or shall give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forbore to do, any act in connection with this Agreement.
- (b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary

{00636316v1}

Page D-13

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

interests or any other current or past interests or dealings, including with any officials, officers or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived conflict arise during the term of this Agreement, the Supplier shall declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or perceived conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Supplier's provision of the Supply.

**ARTICLE 4
PAYMENT****4.1 Payment to the Supplier**

- (a) The Supplier shall be entitled to invoice the City for each Order made by the City, on or at any time after Delivery.
- (b) Subject to ARTICLE 6, the City shall pay the Supplier in respect of each Order in accordance with Section 4.3, Schedule A and ARTICLE 8, following the receipt of an invoice relating to such Order prepared and delivered in accordance with Section 4.1(a), Section 4.2 and Section 4.3.
- (c) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

4.2 Content of Invoices

- (a) Each of the Supplier's invoices shall set out, at a minimum (and in such form or format as required by the City):
 - (i) the relevant Order number;
 - (ii) the invoice date;
 - (iii) an itemized list of the amounts owing and details of any applicable taxes;
 - (iv) a description of the Products to which the invoice relates; and
 - (v) the total amount payable under the invoice; and
 - (vi) such other information as the City may require from time to time.
- (b) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

4.3 Procedure for Invoices

- (a) The Supplier shall address each of its invoices to the City, Attention: Accounts Payable, and email it to APInvoice@vancouver.ca, or to such other address as is specified in the relevant Order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.
- (c) The City expects to make payments by electronic funds transfer and the Supplier shall provide banking information to the City to enable it to do so.

4.4 Currency of Payment

All prices stated herein are denominated in, all invoices hereunder shall be stated in, and all payments hereunder shall be made in, Canadian dollars.

4.5 Set Off

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Supplier hereunder any sums which are due from the Supplier to the City or which the Supplier is liable to pay to the City under this Agreement or in connection herewith (including without limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the City by reason of any error in payment under this Agreement).

**ARTICLE 5
LIABILITY AND INSURANCE**

5.1 Indemnification by the Supplier

- (a) The Supplier shall indemnify and keep indemnified and hold the City and its officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties or charges (including those imposed by statute or otherwise imposed), arising out of, in connection with or consisting of:
 - (i) any loss or damage arising from a claim by any third party concerning or arising out of the Supply or the use of the Products, to the extent that such claim arises out of any negligence, wilful misconduct or failure to adhere to this Agreement by the Supplier or any of its Representatives;
 - (ii) any occupational illness, injury or death of any person, which occurs during, or as a result of, the Supply or the use of the Products, to the extent that such illness, injury or death is attributable to the acts or omissions of the Supplier or any of its Representatives or is attributable to a Product attribute, feature, defect or failure;

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

- (iii) any other failure by the Supplier to fully comply with the provisions of this Agreement;
 - (iv) any defect in any of the Products or any failure of any Product or any failure of any Product to meet reasonable safety standards or applicable safety requirements;
 - (v) a breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
 - (vi) any actual or alleged infringement of any Intellectual Property Rights caused by the Supply or the use of the Products, and
 - (vii) any breach of the warranties of the Supplier contained herein.
- (b) Nothing in this Section 5.1 or otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person.
- (c) The Supplier appoints the City as the trustee of the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 5.1 and the City accepts such appointment.

5.2 Insurance

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company legally authorized to conduct business in British Columbia, during the term of this Agreement and for a period of five years afterwards, commercial general liability insurance with coverage of not less than \$5,000,000 million per occurrence and at least \$5,000,000 million of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.
- (b) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (c) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 5.2(a).
- (d) The cost of the insurances arising under this Section 5.2 shall be deemed to be incorporated into the prices specified in Schedule A.
- (e) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 5.2 have been taken out and are being maintained.

{00636516v1}

Page D-16

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

**ARTICLE 6
FORCE MAJEURE; TERMINATION**

6.1 Force Majeure

- (a) No Party shall be deemed to be in breach of this Agreement or otherwise liable to another Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
 - (i) it shall give written notice to the other Parties, specifying the nature and extent of the event of Force Majeure, as soon as reasonably practicable after becoming aware of the event of Force Majeure;
 - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
 - (iii) it shall not be entitled to payment from any of the other Parties in respect of extra costs and expenses incurred as a result of the event of Force Majeure; and
 - (iv) it shall use all reasonable diligence to mitigate the cause and the result of the event of Force Majeure and to remedy the situation and resume its obligations under this Agreement.
- (c) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Section (b), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least five days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of five days.

6.2 Purchaser Termination Rights

The City shall have the following rights:

- (a) The City may terminate this Agreement at any time (and for its convenience) upon thirty days' written notice to the Supplier.
- (b) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within five days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least five days terminate this Agreement.
- (c) The City may terminate this Agreement with immediate effect if the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

6.3 Supplier Termination Rights

After giving at least seven days' written notice to the City, the Supplier may terminate this Agreement when:

- (a) 90 days after the due date for payment of an invoice issued by the Supplier to the City hereunder, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
 - (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
 - (ii) the termination notice may not be issued until the expiry of 45 days following the issue of such reminder notice; or
- (b) the City commits any material persistent breaches of its obligations under this Agreement, which render performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect such performance of this Agreement as a whole, and further which remain irremediable after 90 days.

6.4 Consequences of Termination

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of Section 3.7, ARTICLE 5, ARTICLE 7 and ARTICLE 9 shall remain in force.

**ARTICLE 7
RIGHTS AND OBLIGATIONS CONCERNING INFORMATION**

7.1 Freedom of Information and Protection of Privacy Act

The Supplier acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

7.2 No Promotion

The Supplier shall not disclose or promote its relationship with the City, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the City. The Supplier shall not use the City's logo or any of the City's official marks without the express prior written consent of the City.

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

7.3 Confidentiality Obligation

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not use such Confidential Information, except for the purpose of exercising or performing its rights and obligations under this Agreement or making use of the Products (a "Permitted Purpose"), or disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 7.

7.4 Disclosure to Representatives

A Party may disclose another Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this ARTICLE 7.

7.5 Disclosures Required by Law

A Party may disclose Confidential Information to the extent required by any applicable Laws or by any Competent Authority provided that, where legally permitted, it notifies the other Party before doing so, gives the other Party a reasonable opportunity to take any steps that such Party considers necessary to protect the confidentiality of that information, and notifies the third person that the information is Confidential Information. In any event, a Party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use its reasonable endeavours to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

7.6 Other Disclosures by the City

The City's obligations under this ARTICLE 7 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this ARTICLE 7, the City may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

**ARTICLE 8
TAXES****8.1 Taxes for Own Accounts**

Unless otherwise expressly stated in this ARTICLE 8, any Taxes becoming due and payable by either Party pursuant to any applicable Laws by either Party as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party, and for greater certainty the prices set forth in Schedule A include all such Taxes except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "Sales Tax") as a result of the sale of the Supply within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

{00636516v1}

Page D-19

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

8.2 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if the City considers it necessary to satisfy its obligations under any Law relating to Taxes, the City may:
 - (i) withhold an amount from a payment made to the Supplier; and
 - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 8.2(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
- (c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 8.2(a).
- (d) If the City does not withhold an amount under Section 8.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.
- (e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 8.2(a).

**ARTICLE 9
DISPUTE RESOLUTION**

9.1 Optional Procedure

All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement shall be decided by mediation or arbitration, if the Parties so agree in writing, or, failing any such agreement, by the courts of competent jurisdiction in the Province of British Columbia.

9.2 Arbitration

In the event that Parties agree to arbitration pursuant to Section 9.1:

- (a) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the Parties, and failing agreement by the Parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia. The parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and
- (b) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

**ARTICLE 10
MISCELLANEOUS**

10.1 Assignment

- (a) The Supplier shall not assign this Agreement (including by operation of law) without the express prior written consent of the City.
- (b) If the Supplier is a company, then any change in the control of the company shall be deemed to constitute an assignment for the purposes of Section 10.1(a).
- (c) No assignment permitted by the City shall relieve the Supplier from any obligation under this Agreement or impose any liability upon the City.
- (d) The City may at any time and from time to time assign this Agreement, in whole or in part, upon notice to (and without the consent of) the Supplier.

10.2 Time of the Essence

Time is of the essence of this Agreement.

10.3 Costs

Each of the Parties hereto shall pay its respective legal fees and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

10.4 Benefit of this Agreement

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Section 10.4(a) or Section 5.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

10.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

10.6 Amendments and Waiver

No modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

10.7 Notices

- (a) Any Order, demand, notice or other similar communication to be given to a Party in connection with this Agreement must be given in writing and shall be deemed to be validly given if given by personal delivery to an authorized agent of a Party, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation or an email reply effectively acknowledging delivery), addressed to a Party as follows:

- (i) if to the Supplier:

<Supplier>
<address>

Attention: <>
Facsimile: <>
Email: <>

- (ii) if to the City:

City of Vancouver
<Department>
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: <>
Facsimile: <>

or to such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be addressed as specified in Section 4.3 or as otherwise specified in the relevant Order.

- (b) Any Order, demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 10.7(a) shall be conclusively deemed to have been given:

- (i) if given by personal delivery, on the day of actual delivery thereof;
- (ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and
- (iii) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such order, demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

10.8 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
 - (i) as otherwise agreed by the Parties pursuant to ARTICLE 9; and
 - (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 9 or any judgment of any court in the Province of British Columbia.

10.9 Further Assurances

Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

10.10 Severance

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

[The remainder of this page is intentionally left blank.]

Attachment 1 Cont'd – Supply Agreement

PS20180305

SUPPLY AGREEMENT

10.11 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

10.12 Electronic Execution

Delivery of an executed signature page to this Agreement by either Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

10.13 Voluntary Agreement

THE SUPPLIER ACKNOWLEDGES AND DECLARES THAT IT HAS CAREFULLY CONSIDERED AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, THAT IT HAS EITHER CONSULTED LEGAL COUNSEL OR WAIVED THE RIGHT TO DO SO, AND THAT IT IS EXECUTING THIS AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties by their duly authorized signatories:

<  SUPPLIER NAME >_____
Signature_____
Print Name and Title_____
Signature_____
Print Name and Title

CITY OF VANCOUVER

Signature_____
Print Name and Title_____
Signature_____
Print Name and Title

Attachment 1 Cont'd – Supply Agreement

SCHEDULE A - SUPPLY AGREEMENT

SCHEDULE A -
PRODUCTS AND PRICES

ITEM	PRICE/UNIT
< Name 1 >	\$< > per < > [unit type]>
< Name 2 >	\$< > per < > [unit type]>
< Name 3 >	\$< > per < > [unit type]>

< If applicable, include here price escalation or adjustment formulas (e.g. for inflation, exchange rate changes, etc.) >

Notwithstanding any other provision hereof, if the Supplier is, at any time during the term of effectiveness of this Agreement, party to a contract with another customer pursuant to which the Supplier charges effective prices lower than the prices charged to the City for the same goods, the above-listed prices shall be adjusted, retroactively to the date of effectiveness of such other contract, so that the prices charged hereunder are at least as low as the effective prices charged pursuant to such other contract.

Attachment 1 Cont'd – Supply Agreement

SCHEDULE B- SUPPLY AGREEMENT

SCHEDULE B -
PRODUCT SPECIFICATIONS

ITEM	SPECIFICATIONS
< Name 1>	< Description 1.>
< Name 2>	< Description 2.>
< Name 3>	< Description 3.>

January 11, 2019

- 32 -

Attachment 1 Cont'd – Supply Agreement

SCHEDULE C- SUPPLY AGREEMENT

**SCHEDULE C -
ESTIMATE OF PRODUCT REQUIREMENTS**

Attachment 1 Cont'd – Supply Agreement

REQUEST FOR PROPOSALS NO. PS20180305
SUPPLY AND DELIVERY OF FUELS
SCHEDULE D

SCHEDULE D -
FORM OF LETTER AGREEMENT

[Date]

<= Add Supplier Name and Address>

Dear Sir or Madam,

Re: Agreement based upon the Supply Agreement between <= Supplier Name> and City of Vancouver dated <= > (the "Base Agreement")

The purpose of this letter agreement (this "Agreement") is to set out the terms and conditions upon which <= Supplier Name> (the "Supplier") shall supply <= Describe> to [Name of Other BCPPBG Entity or Other City Entity] (the "Purchaser").

Please have a duly authorized representative of the Supplier execute this Agreement and return one copy to the Purchaser.

1. Application of Base Agreement

The Supplier shall supply <= Describe> to the Purchaser at the price(s) and otherwise pursuant to the terms and conditions stated in the Base Agreement, as though each reference to the City of Vancouver or the "City" in the Base Agreement were instead a reference to the Purchaser, with the exceptions stated in the following Section 2.

2. Variations from the Base Agreement

- (a) The Supplier's invoices to the Purchaser shall be submitted to the following mailing and/or email addresses, rather than the addresses stated in Section 4.3 of the Base Agreement: [Address]. The Purchaser's contact information for purposes of the application of Section 10.7 of the Base Agreement shall be the following in lieu of the City of Vancouver address, contact name and facsimile number stated in the Base Agreement: [Address, Contact Name and Fax number]
- (b) Section 3.1(c) and Section 3.1(d) of the Base Agreement shall be excluded from the agreement between the Supplier and the Purchaser.

3. Miscellaneous

- (a) This Agreement shall terminate upon the expiry or termination of the Base Agreement.
- (b) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.

January 11, 2019

- 34 -

REQUEST FOR PROPOSALS NO. PS20180305
SUPPLY AND DELIVERY OF FUELS
SCHEDULE D

(c) This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Agreement by signing any counterpart. Delivery of an executed signature page to this Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

Yours truly,

[Name and Title of Other City Entity
Signatory]

Accepted and agreed on behalf of <@ Supplier Name>:

Signed: _____ Date: _____
Name: _____
Title: _____



City of Richmond

Report to Committee

To: Planning Committee
From: Wayne Craig
Director, Development

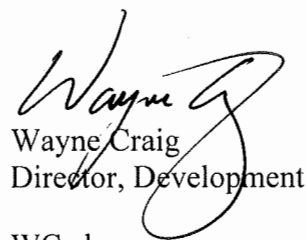
Date: January 15, 2019

File: RZ 17-768134

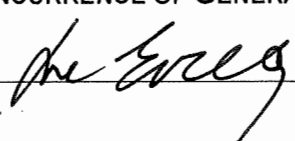
Re: Application by Landcraft Homes Ltd. for Rezoning at 4226 Williams Road from Single Detached (RS1/E) to Arterial Road Two-Unit Dwellings (RDA)

Staff Recommendation

1. That Richmond Zoning Bylaw 8500, Amendment Bylaw 9975 to create the "Arterial Road Two-Unit Dwellings (RDA)" zone, be introduced and given first reading.
2. That Richmond Zoning Bylaw 8500, Amendment Bylaw 9973, for the rezoning of 4226 Williams Road from "Single Detached (RS1/E)" to "Arterial Road Two-Unit Dwellings (RDA)", be introduced and given first reading.


Wayne Craig
Director, Development

WC:el
Att. 9

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

Staff Report

Origin

Landcraft Homes Ltd. has applied to the City of Richmond for permission to rezone 4226 Williams 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 to create two duplex lots (Attachment 2) with a shared access from Williams Road. A Development Permit application is required and has been received to address the form and character of the proposed duplexes. A preliminary site plan, streetscape elevation and landscape plan are provided for reference in Attachment 3.

A Service Agreement (SA) for frontage improvements and site service connections is required as a consideration of rezoning. A Letter of Credit for the Service Agreement will be required prior to adoption of the rezoning bylaw.

A new “Arterial Road Two-Unit Dwellings (RDA)” zone is also being introduced to support the development of Arterial Road Duplexes envisioned in the Arterial Road Land Use Policy.

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 an existing single-family dwelling on the property, which will be demolished. The applicant has indicated that the dwelling is currently rented, and that it does not contain a secondary suite.

Surrounding Development

To the North: Across Williams Road, single family homes on lots zoned “Single Detached (RS1/C)”. There is also a 13-unit townhouse development on a lot zoned “Low Density Townhouses (RTL3)” across Williams Road to the northeast.

To the South: Fronting Grander Place, single family homes on lots zoned “Single Detached (RS1/B)”.

To the East: Congregation of Jehovah’s Witnesses on a lot zoned “Assembly (ASY)”.

To the West: Single family homes on lots zoned “Single Detached (RS1/C)”.

Related Policies & Studies**Official Community Plan/Steveston Area Plan**

The 2041 Official Community Plan (OCP) Land Use Map designation for the subject site is “Neighbourhood Residential”. The Steveston Area Land Use Map designation for the subject site is “Single-Detached/Duplex/Triplex” (Attachment 5). 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 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.

Single Family Lot Size Policy 5426

The subject site is located within Single Family Lot Size Policy Area 5426 (Attachment 6), adopted was adopted by Council on December 18, 1989. The Single Family Lot Size Policy provides direction on the size of single family lots that may be created through rezoning and subdivision. The Policy permits those properties along Williams Road without lane or internal road access to be rezoned and subdivided as per Single Detached (R2/C) Zone; where the minimum lot size is 360 m² and minimum lot width is 13.5 m.

As per Section 2.3 of the Zoning Bylaw 8500, the proposed rezoning application is not subjected to this Lot Size Policy 5426 since the subject site is located along an arterial road where the Lot Size Policy has been adopted more than five years ago, and is located within an Area Plan which designates the site for “Single-Detached/Duplex/Triplex” uses.

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 1st 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 applicant proposes one duplex on each of the two lots to be created through rezoning and subdivision, for a total of four dwelling units. The duplexes will be in a “front-back” configuration; with one dwelling unit at the front of the property and the second dwelling unit at the back. The front and back units will be connected by individual attached garages. In keeping with the architectural character of the neighbourhood, the duplexes will be two storeys and will feature a peaked roof.

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:

- Compliance with Development Permit Guidelines for duplex projects in the 2041 Official Community Plan (OCP);
- Review of the architectural character, scale and massing to ensure that the proposed duplexes are well designed, fit well into the neighbourhood, and do not adversely impact adjacent homes;
- Refinement of the proposed east elevation, which is exposed to the parking area of the adjacent assembly site;
- Review of aging-in-place features in all units and the provision of a convertible unit;
- Refinement of the proposed site grading to ensure survival of the protected tree, and to provide appropriate transition between the proposed development and adjacent existing developments; and
- Refinement of landscape design, including the location and type of fence proposed along the front property line within the required Statutory Right of Way (SRW), the provision of a holding area for garbage/recycling material collection, and the size and species of on-site replacement trees to achieve an acceptable mix of conifer and deciduous trees 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 south property line of the subject site for an existing sanitary sewer line. The developer is aware that no construction is permitted in these areas.

Accessible Housing

The developer has agreed that aging in place features will be provided in all units (e.g., inclusion of blocking to bathrooms for installation of grab-bars, provision of blocking to stair walls to accommodate lift installation at a future date, and provision of lever door handles). In addition, at least one convertible unit will be provided in this duplex cluster of four units sharing one driveway (i.e., Unit Type A and/or Type C). Details of the accessible housing features will be reviewed at the future Development Permit stage.

Transportation and Site Access

Williams Road is a minor arterial road with a bike lane in this location. Vehicle access to the proposed two duplex lots will be limited to one shared driveway crossings from Williams Road. The shared driveway will be centred at the common property line between the proposed lots. As the lot access currently serving one single family dwelling, to address the increased traffic impacts, the following mitigation measures are required as part of the frontage upgrades for the development:

- The first 6 m of each driveway from the back of the sidewalk is to be maintained as a 6 m wide to allow for two vehicles in opposing directions to pass, and then tapered at a 5:1 transition to a minimum width of 4 m;
- The driveway is to be constructed to City design standards with 0.9 m flares at the curb and 45° offsets to meet the grade of sidewalk/boulevard; and
- Special stamped/tinted concrete treatment for the sidewalk is to be provided across each driveway and green bike lane paint for the bike lane is to be provided at the crossings to better highlight the driveway points on Williams Road for cyclists and pedestrians.

Each unit will have two parking stalls in a private garage and one visitor parking stall will be provided at the end of the common drive aisle for the shared use between the two duplex lots.

Prior to rezoning, the applicant is required to 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, to be centered on the proposed shared property line;
- The buildings and driveway on the proposed lots to be designed to accommodate on-site vehicle turn-around capability to prevent vehicles from reversing onto Williams Road; and
- 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 property.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses nine bylaw-sized trees on the subject property. There are no trees located on neighbouring properties, within 2 m of the property line or has a crown (dripline) encroaching on the property, or street trees located on City property in front of the site.

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

- one Pear tree (tag# 80) located at the southeast corner of the site is identified in good condition and to be retained and protected.
- one tree (tag #76 Deodar Cedar) is identified in good condition but cannot be retained due to building conflicts; the sizes of the proposed replacement trees should be increased to a min 8 cm caliper for deciduous and 3.5 m high for Coniferous trees.
- seven trees (tag# 72, 73, 74, 75, 77, 78 and 79) located on the development site either dead, dying (sparse canopy foliage), have been previously topped or exhibit structural defects such as cavities at the main branch union and co-dominant stems with inclusions. As a result, these trees are not good candidates for retention and should be replaced.
- Replacement trees should be specified at 2:1 ratio as per the OCP.

Tree Replacement

The applicant wishes to remove eight on-site trees. The 2:1 replacement ratio would require a total of 16 replacement trees. According to the Preliminary Landscape Plan provided by the applicant (Attachment 3), the developer is proposing to plant five trees on each lot proposed; for a total of ten trees. The size and species of replacement trees will be reviewed in detail through Development Permit and overall landscape design. To satisfy the 2:1 replacement ratio established in the OCP, the applicant will contribute \$3,000 to the City's Tree Compensation Fund in lieu of the remaining six trees that cannot be accommodated on the subject property after redevelopment.

Tree Protection

One tree on site is to be retained and protected. The applicant has submitted a tree protection plan showing the tree 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 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.

Affordable Housing Strategy

Currently there is no policy or contribution rate for duplexes identified in the Affordable Housing Strategy. However, staff recommend that a cash-in-lieu contribution using the current townhouse rate of \$8.50 per buildable square foot (i.e., for a contribution of \$30,600) be considered for this development, as townhouse and duplex are similar in built forms (i.e., both building forms have party walls, whereas a single-family dwelling does not). The proposed RDA zone and associated zoning bylaw amendments will secure affordable housing contribution in keeping with standard density bouncing approach.

Energy Step Code

The applicant has committed to design the subject development to meet the City's Step Code requirements (Attachment 8). Details on how all units are to be built and maintained to this commitment will be reviewed at Building Permit stage.

Site Servicing and Frontage Improvements

Prior to final adoption of the rezoning bylaw, the developer is required to dedicate a 0.6 m wide road across the Williams Road frontage to accommodate the required frontage improvements. The exact road dedication is to be determined based on legal surveys.

Prior to approval of subdivision, the developer is required to enter into a standard Servicing Agreement for the design and construction of frontage improvements and service connections. Works include, but are not limited to, construction of a new 2.0 m wide concrete sidewalk at the property line and provide a minimum 1.5 m wide treed and landscaped boulevard. The developer is also required to provide a 1.5 m wide SRW along the north property line for the storm service connections and water service connections. The scope of the Servicing Agreement works can be found in Attachment 9.

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 Servicing Agreement stage.

Proposed “Arterial Road Two-Unit Dwellings (RDA)” zone

An amendment to the Richmond Zoning Bylaw 8500 is proposed to create the new “Arterial Road Two-Unit Dwellings (RDA)” zone in order to allow front to back duplexes be developed along minor arterial road, as supported by the Arterial Road Land Use Policy.

The proposed RDA zone is drafted based on the Arterial Road Duplex/Triplex Development Requirements under the Arterial Road Land Use Policy and the “Single Detached (RS)” zone. Provisions related to density, minimum lot size and lot width are based on the arterial road duplex development requirements as approved by Council; provisions related to the lot coverage, building setbacks and building heights are drafted based on the “Single Detached (RS)” zone in order to ensure that the form and character of duplexes along arterial road is compatible with the adjacent single family dwellings.

Permitted Density

Maximum permitted density is proposed to be the lesser of 0.6 floor area ratio (FAR) or 334.5 m² (3,600 ft²). The size of all duplex units must also be within the range of 125.4 m² (1,350 ft²) to 183.9 m² (1,980 ft²). These limitations in unit size are proposed:

- i. in response to public request for smaller ground-oriented housing units for young families and seniors who cannot afford large single-family homes; and
- ii. to allow flexibility on individual unit sizes in response to site specific considerations.

The maximum floor area of 334.5 m² (3,600 ft²) in a duplex development would yield an average unit size of 167.2 m² (1,800 ft²); this is also the maximum unit size allowed in the first arterial road duplex development (under the “Two-Unit Dwelling (ZD5) – Steveston/Williams” zone) reviewed and given Third Reading by Council in 2016. The range of unit sizes proposed would encourage a variety of unit types (i.e., number of bedrooms, convertible units, etc.) and architectural diversity be provided in each duplex development.

Lot Coverage of Landscaping

The lot coverage of landscaping with live plant materials requirement in the current “Single Detached (RS)” zone is based on a tier system. The minimum requirement is 20% for the smaller/narrow lots (such as RS1/A lots with a minimum lot width of 9 m wide; and the requirement escalates to up to 30% minimum for larger/wider lots (such as RS1/D lots with a minimum lot width of 15 m wide). A similar tier system is proposed for the RDA zone where the minimum lot coverage of landscaping with live plant materials requirement is:

- 20% for lots less than 12.0 m wide;
- 25% for lots of 12.0 m or more but less than 15.0 m in width; and
- 30% for lots of 15.0 m or more in width.

On-Site Parking

Currently, no visitor parking is required for duplex developments on arterial roads in the Zoning Bylaw. However, since the Arterial Road Land Use Policy allows for higher density in duplexes and two adjacent duplex lots to share one driveway, the new zone proposes specific visitor parking requirements to address parking concerns with this type of duplex developments. Visitor parking will be required where a driveway is serving three or more units. Typically, a pair of duplex lots will provide a visitor parking at the end of the share driveway between the two duplex buildings. This configuration/site layout was included in the presentation materials of the Arterial Road Land Use Policy Updates and was well received.

Housekeeping Amendments

In addition to the creation of a new zoning district, a number of housekeeping amendments to the Zoning Bylaw 8500 are required to accommodate the new arterial road duplex developments. The amendments include adding references to two-unit dwellings in Section 4.14 (Accessory Buildings and Accessory Structures) and Section 6.4 (Landscape Requirements in Residential Zones), so that the those provisions which only applies to single family developments will also be applied to duplex developments. These changes would shape the duplex developments to be more compatible with the adjacent existing and future single family homes.

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 4226 Williams Road from the "Single Detached (RS1/E)" zone to the new "Arterial Road Two-Unit Dwellings (RDA)" zone, in order to permit the development of four duplex units on two lots with a shared access from Williams Road. The proposed new "Arterial Road Two-Unit Dwellings (RDA)" zoning district has been developed to accommodate duplex developments on minor arterial road within a predominately single-family residential area.

The list of rezoning considerations is included in Attachment 9; which has been agreed to by the applicant (signed concurrence on file).

On this basis, it is recommended that Zoning Bylaw 8500, Amendment Bylaw 9975 and Amendment Bylaw 9973 be introduced and given first reading.



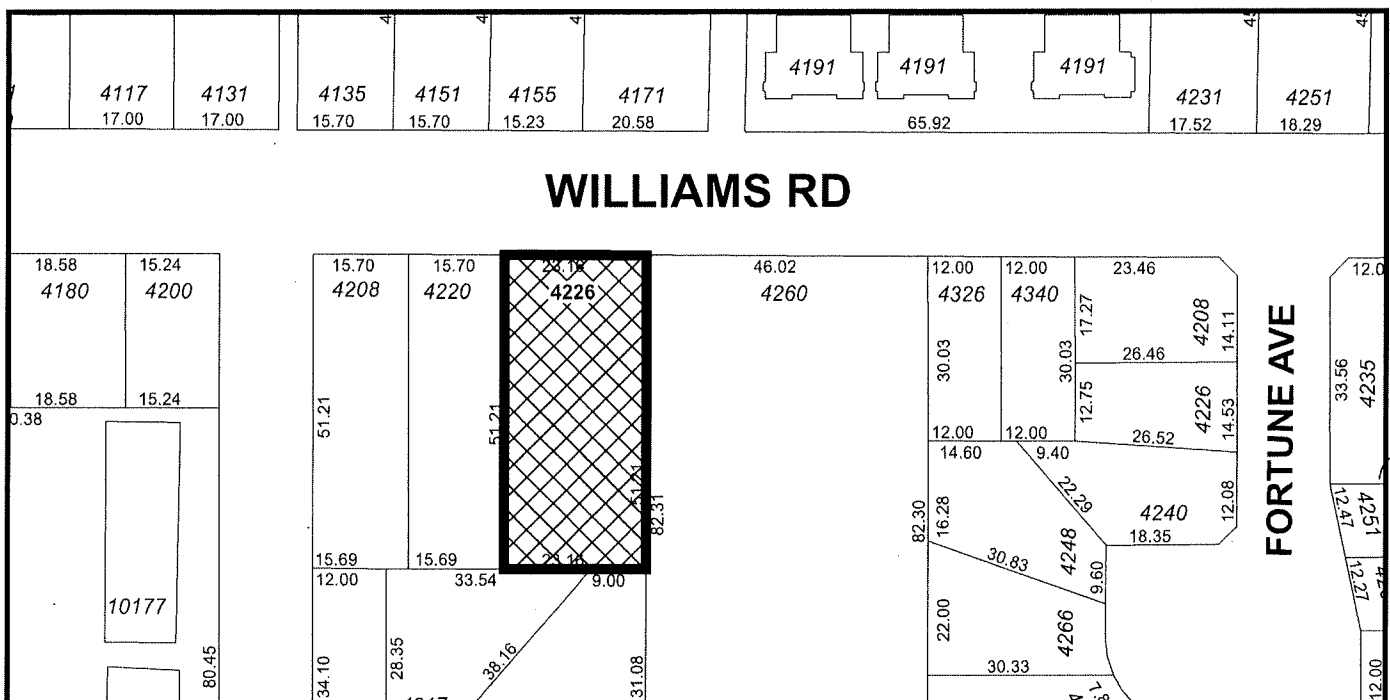
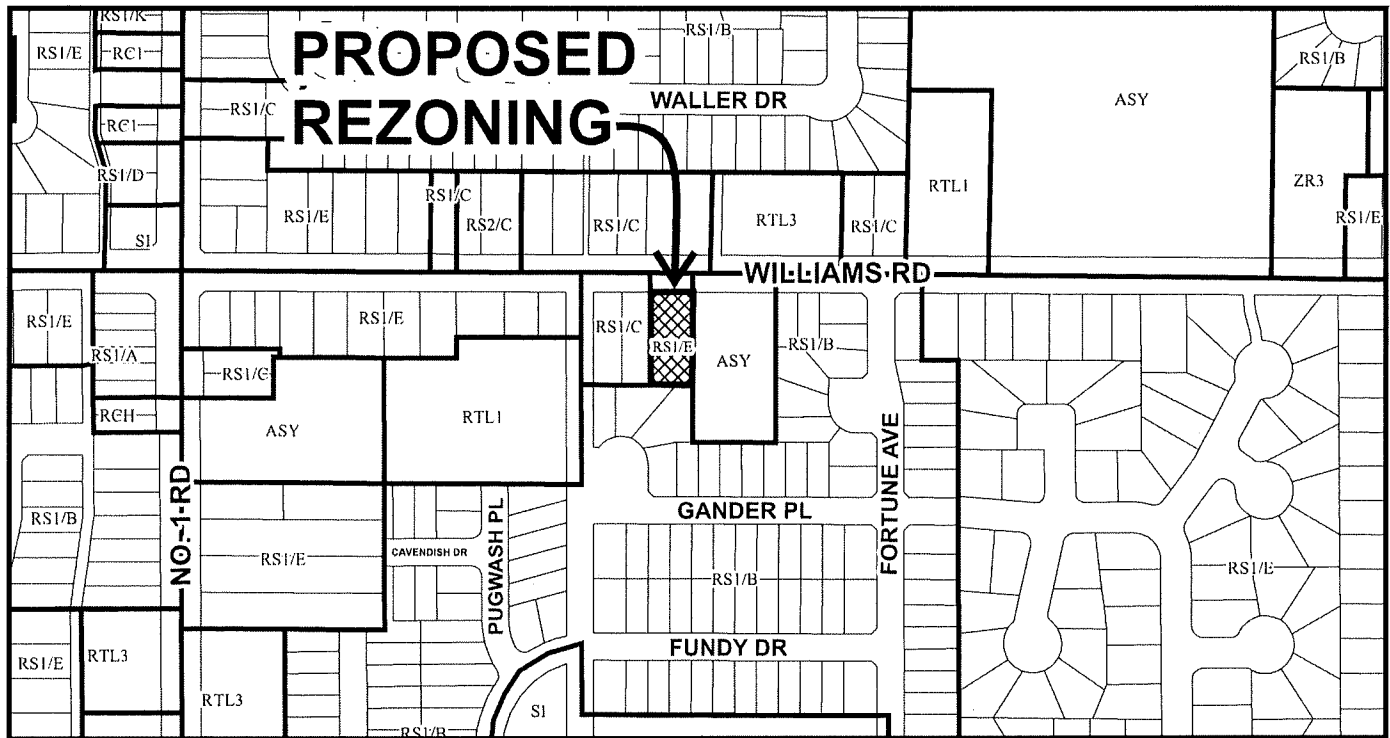
Edwin Lee
Planner 1

EL:rg
6040432

CNCL - 342

Attachment 1: Location Map
Attachment 2: Subdivision Layout
Attachment 3: Conceptual Development Plans
Attachment 4: Development Application Data Sheet
Attachment 5: Steveston Area Land Use Map
Attachment 6: Lot Size Policy 5426
Attachment 7: Tree Management Plan
Attachment 8: Letter from Developer
Attachment 9: Rezoning Considerations

City of
Richmond



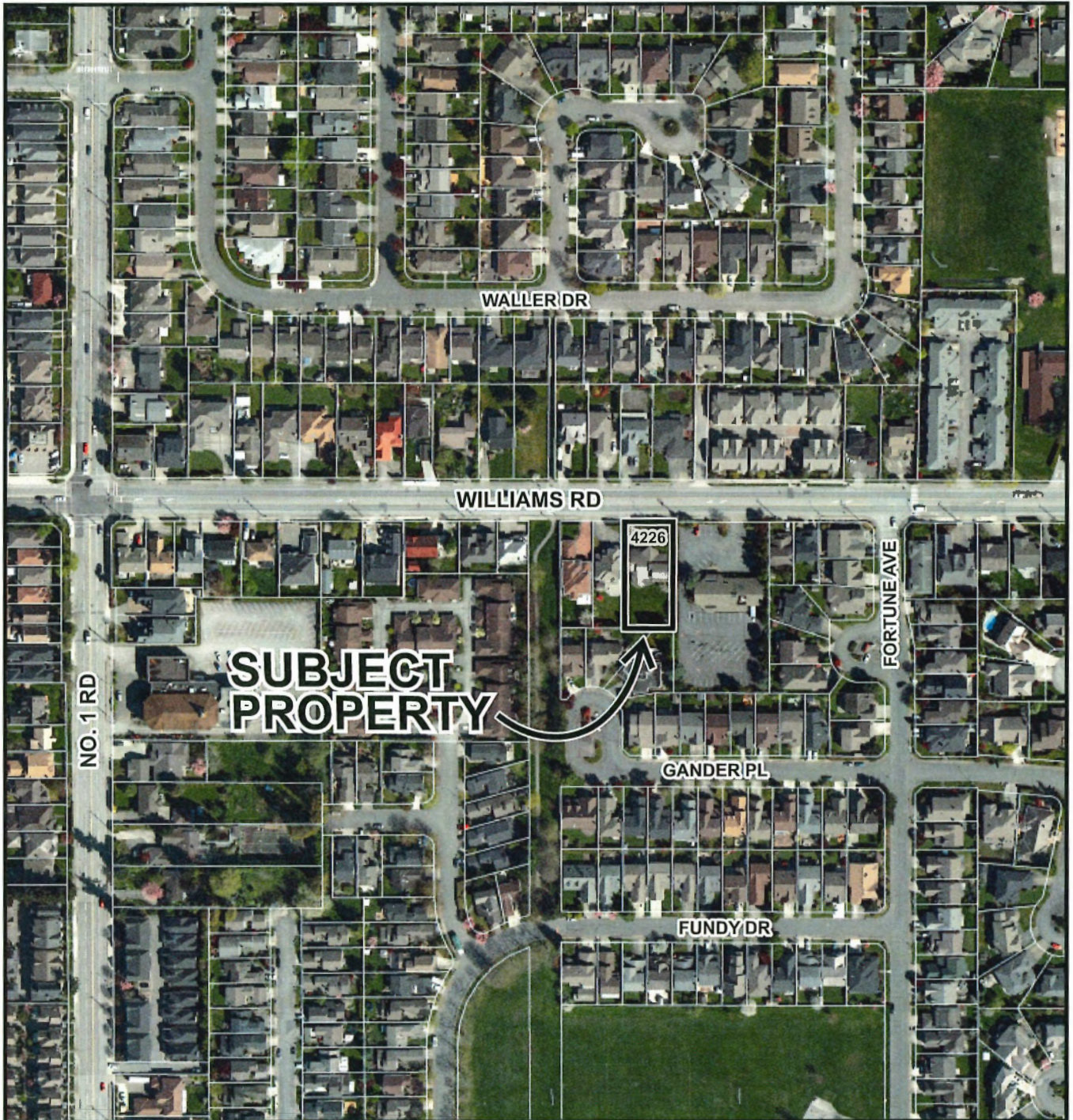
RZ 17-768134

Note: Dimensions are in METRES

~~CNCL - 344~~



City of
Richmond



RZ 17-768134

Original Date: 04/20/17

Revision Date:

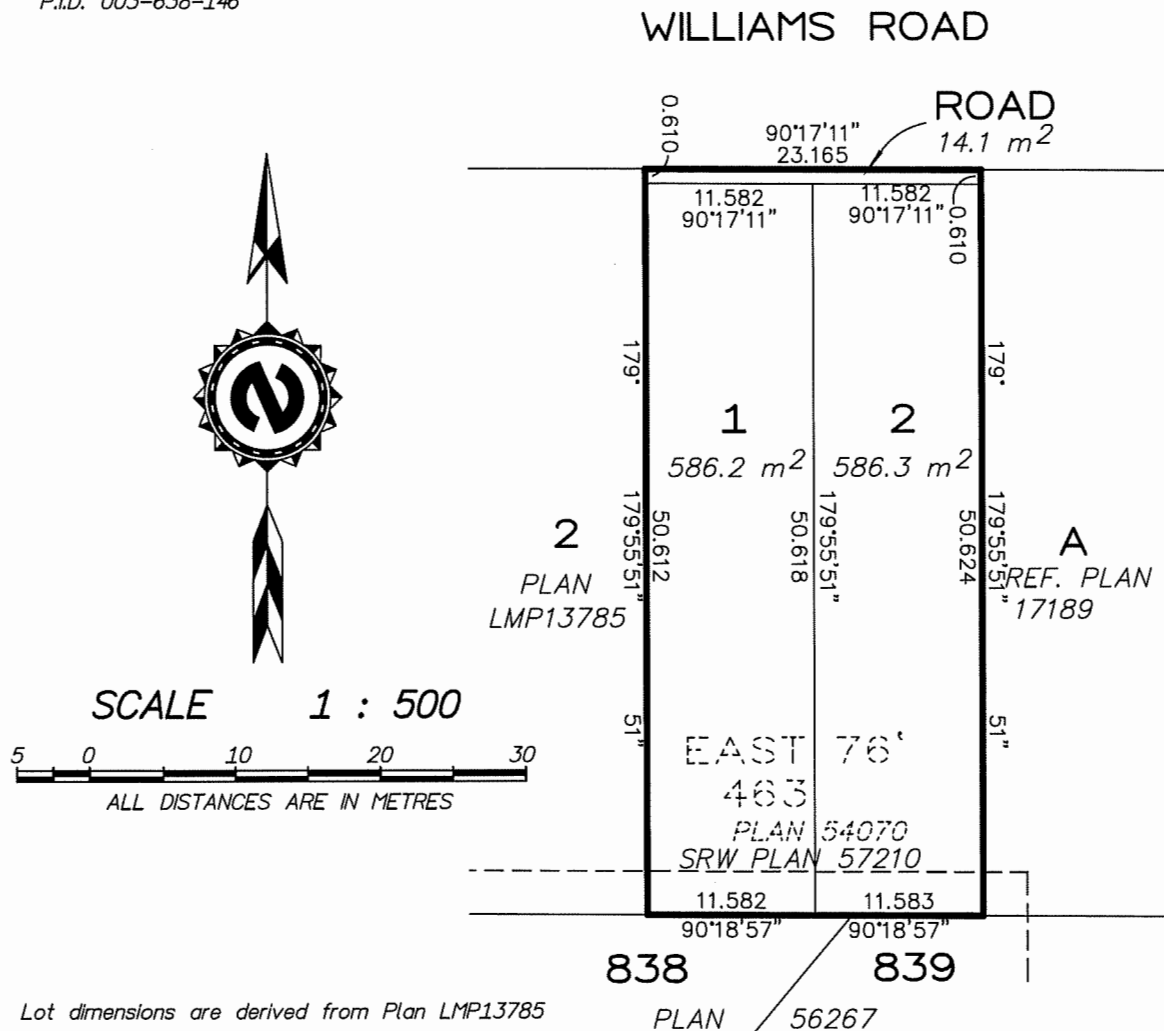
Note: Dimensions are in METRES

CNCL - 345

PROPOSED SUBDIVISION PLAN OF THE EASTERLY 76 FEET LOT 463 SEC 35 BLK 4 N R 7 WEST BEING MEASURED PARALLEL TO AND PERPENDICULARY DISTANT 76 FEET FROM THE WESTERLY BOUNDARY NWD PLAN 54070

CIVIC ADDRESS:

4226 Williams Road., Richmond
P.I.D. 003-638-146



Lot dimensions are derived from Plan LMP13785

Lot dimensions and areas are subject to field survey and may vary.

Subject to review and approval by the city of Richmond.

Not to be used for legal transactions.

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DRAWING DATE: JUNE 7 2018

TARGET
LAND SURVEYING
SURREY B.C.
604-583-6161

FILE: 7663-SUB2018

PROPOSED 2 DUPLEX RESIDENTIAL DEVELOPMENT

4226 WILLIAMS RD., RICHMOND, BRITISH COLUMBIA

PROJECT DIRECTORY

CLIENT:
LANDCRAFT HOMES LTD.
CONTACT: HARJ SANDHU
UNIT 10 - 12240 HORSESHOE WAY
RICHMOND, BC
T 604 771 0269
harj@landcraftgroup.ca

ARCHITECTURAL:
DF ARCHITECTURE INC.
1205 -4871 SHELL ROAD,
Richmond, B.C. V6X 3Z6
CONTACT: JESSIE ARORA

T 604 284 5194
lessie@dfarchitecture.ca info@dfarchitecture.ca

SURVEYOR:
TARGET LAND SURVEYING
112 - 10422 108TH ST.,

CNC
CONTACT:
593 6161
CNC ENGINEER:
CONCEPT CONSULTING LTD.

CONTACT
604 249 5040

LANDSCAPE ARCHITECT
WIG LANDSCAPE ARCHITECTS
100-4185 STILL CREEK DRIVE,
BUNNABY B.C., V5C 0G9
604 294 0011

[illegible][illegible]

1035-1071 S-ELL ROAD
MIL-MONO, BRITISH COLUMBIA
CANADA V0X 3Z8
T (604) 294-5194 F (604) 294-5171
info@efarchitecture.ca

PROJECT
PROPOSED DUPLEX DEVELOPMENT
4226 WILLIAMS RD.,
BIRMINGHAM, AL

1

LANDCRAFT HOMES LTD.
UNIT 10 - 12240 HORSESHOE WAY,
RICHMOND, BC

[illegible]

COVER SHEET

A-000



VIEW 2 : WESTWARD ALONG WILLIAMS ROAD



VIEW 1 : EASTWARD ALONG WILLIAMS ROAD

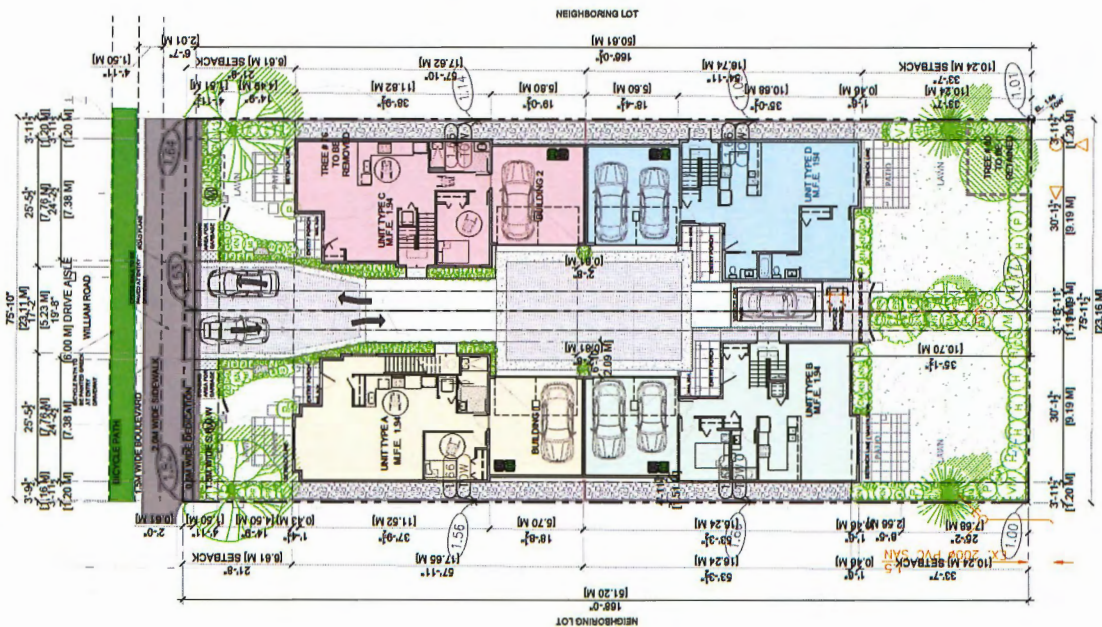


VIEW 4 : AERIAL VIEW TOWARDS NORTH



VIEW 2 - AERIAL VIEW TOWARDS SOUTH

NOTES:



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df
ARCHITECTURE INC.

1005-4771 DALL ROAD
RICHMOND BRITISH COLUMBIA
V6X 1A6
TEL: 604-271-1111
WWW.DFAARCHITECTURE.COM

LANDCRAFT HOMES LTD.
4225 WILLIAMS RD.
RICHMOND, B.C.

DATE: 2017-11-14

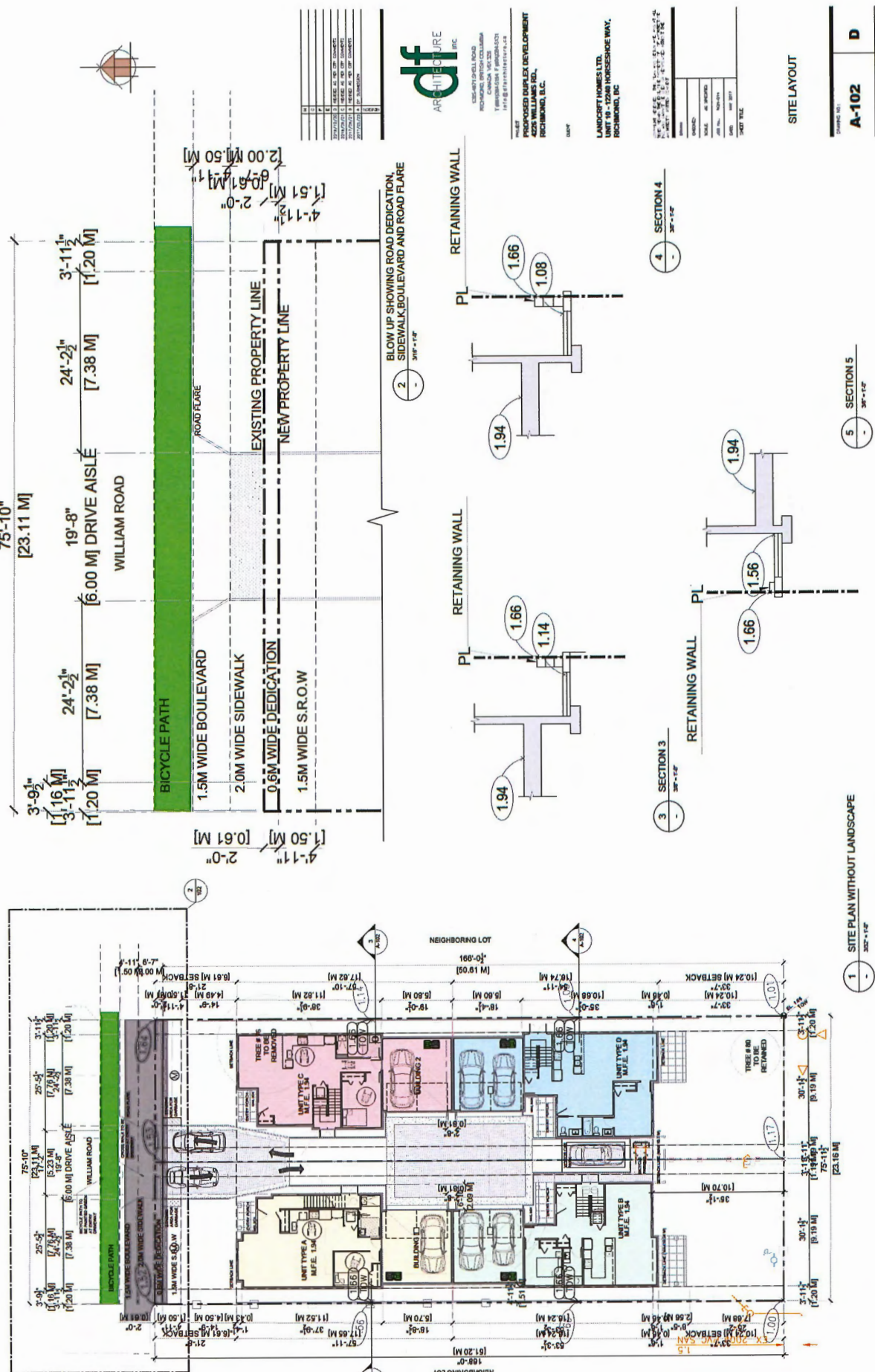
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4225 WILLIAMS RD.
RICHMOND, B.C.

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CLIENT	LANDCRAFT HOMES LTD.
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DESIGNED BY	DF ARCHITECTURE
CHECKED BY	DF ARCHITECTURE
DATE	2017-11-14
THICK TITLE	

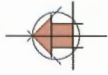
SITE LAYOUT

A-100
D

1 SITE PLAN
30' x 10'



NOTES:
FOR CONVERTIBLE UNITS BLOCKING TO
PROVIDE IN WASHROOM WALLS IN
APARTMENTS
B202 2012, SECTION 3.8.



1	GENERAL NOTES
2	FOUNDATION
3	WALLS
4	FLOORS
5	ROOF
6	MECHANICAL
7	ELECTRICAL
8	PLUMBING
9	PAINT
10	FINISHES

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ARCHITECTURE INC.

4225 SHELL ROAD
RICHMOND BRITISH COLUMBIA
V6X 2E6
TEL: 604.273.1111
WWW.DFA-ARCHITECTURE.COM

PROJECT:
PROPOSED BAYVIEW DEVELOPMENT
4225 WILLIAMS RD.
RICHMOND, B.C.

CLIENT:
LANDCRAFT HOMES LTD.
10000 BRIDGEWAY RD.
RICHMOND, B.C.

DATE:	2012-11-14
BY:	DF
CHECKED:	DF
SCALE:	1/8" = 1'-0"
SHEET:	202-114
TITLE:	202-114

FLOOR PLANS

A-200
D

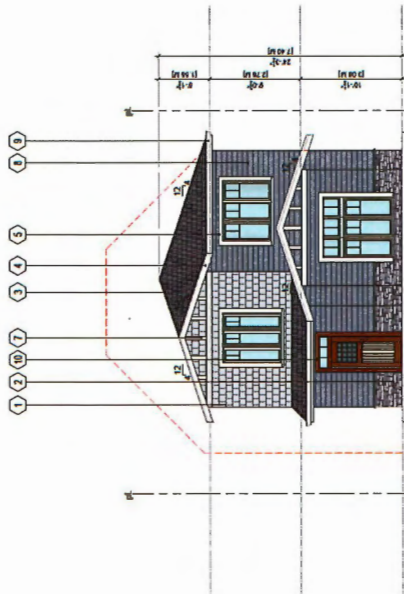


2 SECOND FLOOR PLAN
202-114

1 MAIN FLOOR PLAN
202-114

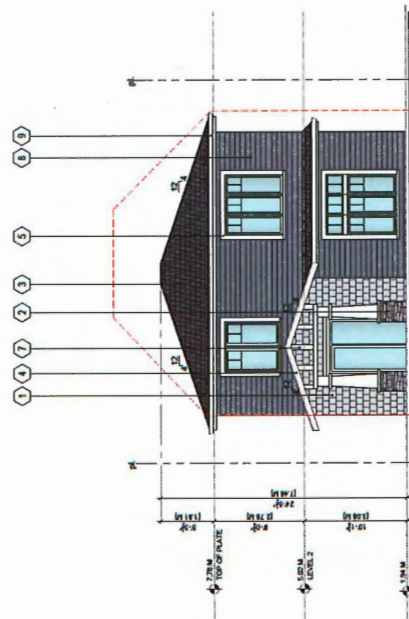
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- SCHEDULE OF FINISHES BUILDING 1
1. HARDIE SHINGLES (LEWISTON 3", BEVEL 4 1/2")
LIGHT MIST
 2. STONE CLADDING DL DUTCH STONE PRESTIGE
DRystack
 3. ASPHALT SHINGLE ROOF RO CAMBRIDGE DUAL
BLACK
 4. WOOD TRIM/CASING AND FASCIA BENJAMIN
MOORE TWILIGHT ZONE 2152-60
 5. VINYL WINDOWS WHITE
 6. BOARD & BATTEN SHERWIN WILLIAMS BIG CHILL
SW7648
 7. PAINTED BRACKETS BENJAMIN MOORE TWILIGHT
ZONE 2127-10
 8. HARDIE CLADDING (PEXP) EVENING BLUE
 9. GUTTERS KAYCAN BLACK
 10. DOWNSPOUTS KAYCAN BLACK
 11. FRONT DOOR SIKENS DETOL MAHOGANY 045
 12. GARAGE DOOR SHERWIN WILLIAMS BIG CHILL
SW7648



CNCL - 351

1 BUILDING 2 NORTH ELEVATION
3/8" = 1'-0"



2 BUILDING 2 SOUTH ELEVATION
3/8" = 1'-0"

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ARCHITECTURE
INC.

100-4771 SHELL ROAD
RICHMOND, BRITISH COLUMBIA
V6V 2K6
TEL: 604.271.1111
WWW.DFAARCHITECTURE.COM

PROJECT
SHERWIN WILLIAMS BIG CHILL
4025 WILLIAMS RD.
RICHMOND, B.C.

DATE

LANDOFF HOMES LTD.
100-4771 SHELL ROAD
RICHMOND, B.C.

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ELEVATIONS
BUILDING 1

DATE: 10/10/2020
DRAWN BY: J. L. LAM
CHECKED BY: J. L. LAM
SCALE: 3/8" = 1'-0"
SHEET NO.: 001 OF 01
SHEET TITLE: ELEVATIONS

NOTES:



KINGDOM HALL
OF JEHOVAH'S WITNESSES

SITE
(4226 WILLIAMS ROAD)

NEIGHBORING LOTS

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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KINGDOM HALL
OF JEHOVAH'S WITNESSES



NEIGHBORS PROPERTY



WILLIAMS ROAD

df
ARCHITECTURE
INC.

425-457 SPILL ROAD
RICHMOND BRITISH COLUMBIA
V6X 1A1
TEL: 604-271-1111
WWW.DFAARCHITECTURE.COM

PROPOSED DEVELOPMENT
4226 WILLIAMS ROAD
RICHMOND, B.C.

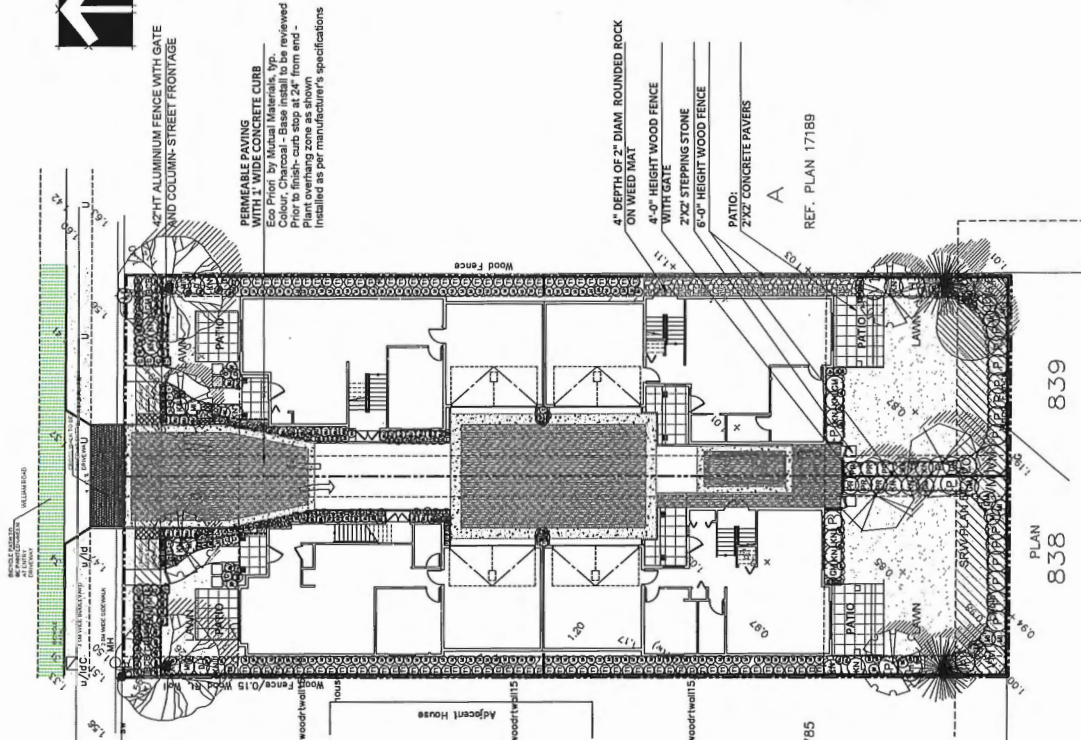
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LANDCRAFT HOMES LTD.
425-457 SPILL ROAD
RICHMOND, B.C.

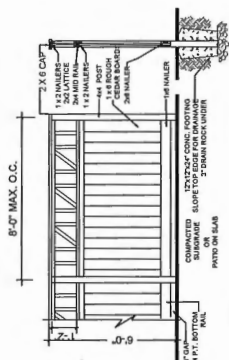
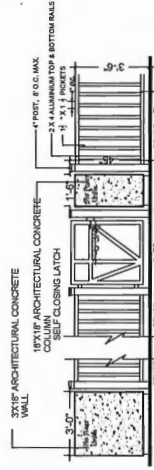
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SCALE	1/4" = 1'-0"
DATE	10/10/2017
BY	10/10/2017
SCALE	1/4" = 1'-0"

STREETSCAPE

DATE: 10/10/2017
BY: 10/10/2017
SCALE: 1/4" = 1'-0"



CNCL - 356



NOTES:

1. METAL MATERIAL: ALUMINUM TO BE POWDER COATED BLACK, TWO COATS.
2. ALL HARDWARE TO BE DIPPED GALVANIZED.
3. GATE: HAVING TO BE CHOSEN IN CORNER.
4. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

ALUMINUM FENCE TO BE POWDER COATED SEMI-GLOSS BLACK

ALUMINUM FENCE WITH GATE AND COLUMN- STREET FRONTAGE 12'x12'

NOTES:

1. ALL POSTS PRESURE TREATED TO CSA STANDARD END CUTS.
2. ALL OTHER MEMBERS TO BE CEDAR, 2" (CONSTRUCTION) GRADE MINIMUM.
3. ALL HARDWARE TO BE DIPPED GALVANIZED.
4. FENCE TO MATCH EXISTING FENCE FOR AREA SPECIFICATION.
5. ALL FENCES TO BE LEVEL, CHANGES IN GRADE TO BE IN 12" X 6" STEPS (MAX).

WOOD FENCE WITH LATTICE TOP 12'x12'

PLANT SCHEDULE	PLANT SPECIES	PLANT SIZE	PLANT QUANTITY
1	ACER RUBRA	12'x12'	1
2	ALNUS GLABRA	12'x12'	1
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WISHBONE BIKE RACK
MODEL SFBR-3, BLACK COLOUR

PLANT SCHEDULE	PLANT SPECIES	PLANT SIZE	PLANT QUANTITY
1	ACER RUBRA	12'x12'	1
2	ALNUS GLABRA	12'x12'	1
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RZ 17-768134

Attachment 4

Address: 4226 Williams Road

Applicant: Landcraft Homes Ltd.

Planning Area(s): Steveston

	Existing	Proposed
Owner:	Terjinder Singh Chung	No change
Site Size (m²):	1,185.65 m ²	586.2 m ² per lot
Land Uses:	Single-family dwelling	Two-unit dwellings
OCP Designation:	Neighbourhood Residential	No change
Area Plan Designation:	Steveston Area Plan: Single-Detached/Duplex/Triplex	Duplex
702 Policy Designation:	Policy 5426 – Single Detached (RS2/C)	No Change
Zoning:	Single-Detached (RS1/E)	Arterial Road Two-Unit Dwellings (RDA)
Number of Units:	1	4
Other Designations:	n/a	No change

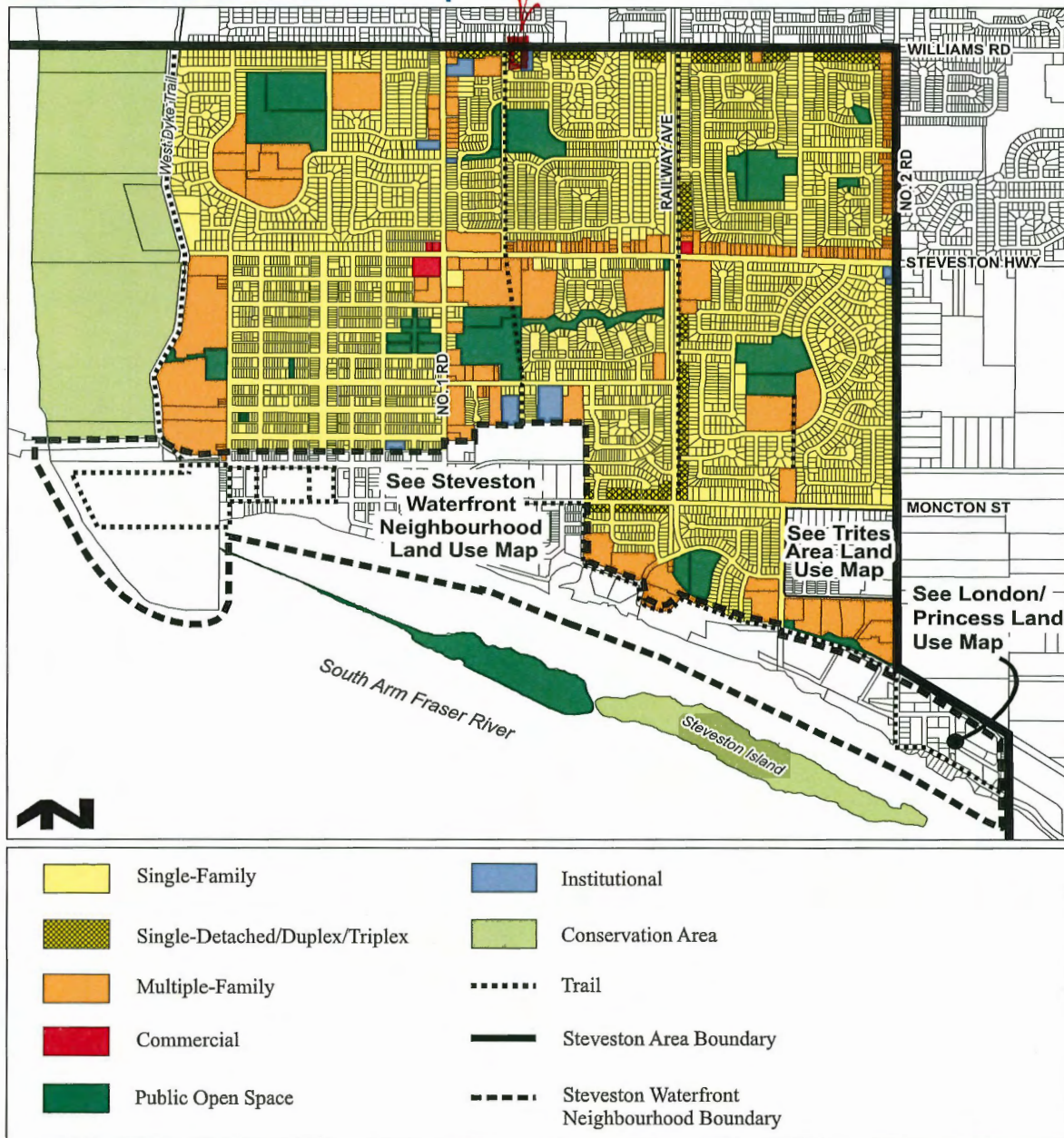
On Future Subdivided Lots	Bylaw Requirement (new RDA zone)	Proposed	Variance
Density (Net Floor Area):	The lesser of 0.6 FAR or 334.5 m ² per lot	334.5 m ² per lot Max.	none permitted
Lot Coverage (% of lot area):	Building: Max. 45% Non-porous Surfaces: Max. 70% Landscaping: Min. 20%	Building: 45% Max. Non-porous Surfaces: 70% Max. Landscaping: 20% Min.	none
Lot Size:	Min. 464.5 m ²	586.2 m ²	none
Lot Dimensions (m):	Width: Min. 10.35 m w/ shared access Depth: Min. 30 m	Width: 11.58 m w/ shared access Depth: 50.62 m	none
Setbacks (m):	Front: Min. 6 m Rear - Ground: Min. 10.12 m Rear – 2 nd floor: Min. 10.70 m Side: Min. 1.2 m	Front: 6 m Min. Rear - Ground: 10.24m Min. Rear – 2 nd floor: 10.70 m Min. Side: 1.2 m Min.	none
Height (m):	Max. 9.0 m (2 storeys)	9.0 m (2 storeys) Max.	none
Off-street Parking – Regular (R):	2 per unit	2 per unit	none

On Future Subdivided Lots	Bylaw Requirement (new RDA zone)	Proposed	Variance
Off-street Parking – Visitor (V):	0.2 per unit when 3 or more units share one access (0.2 x 4) = 1	1	none
Off-street Parking – Total for 2 lots:	9	9	none
Tandem Parking Spaces:	Permitted	0	none

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

City of Richmond

Steveston Area Land Use Map

Bylaw 9604
2016/12/19SUBJECT
SITE



City of Richmond

Policy Manual

Page 1 of 2	Adopted by Council: December 18, 1989	POLICY 5426
File Ref: 4045-00	SINGLE-FAMILY LOT SIZE POLICY IN QUARTER-SECTION 26-4-7/35-4-7	

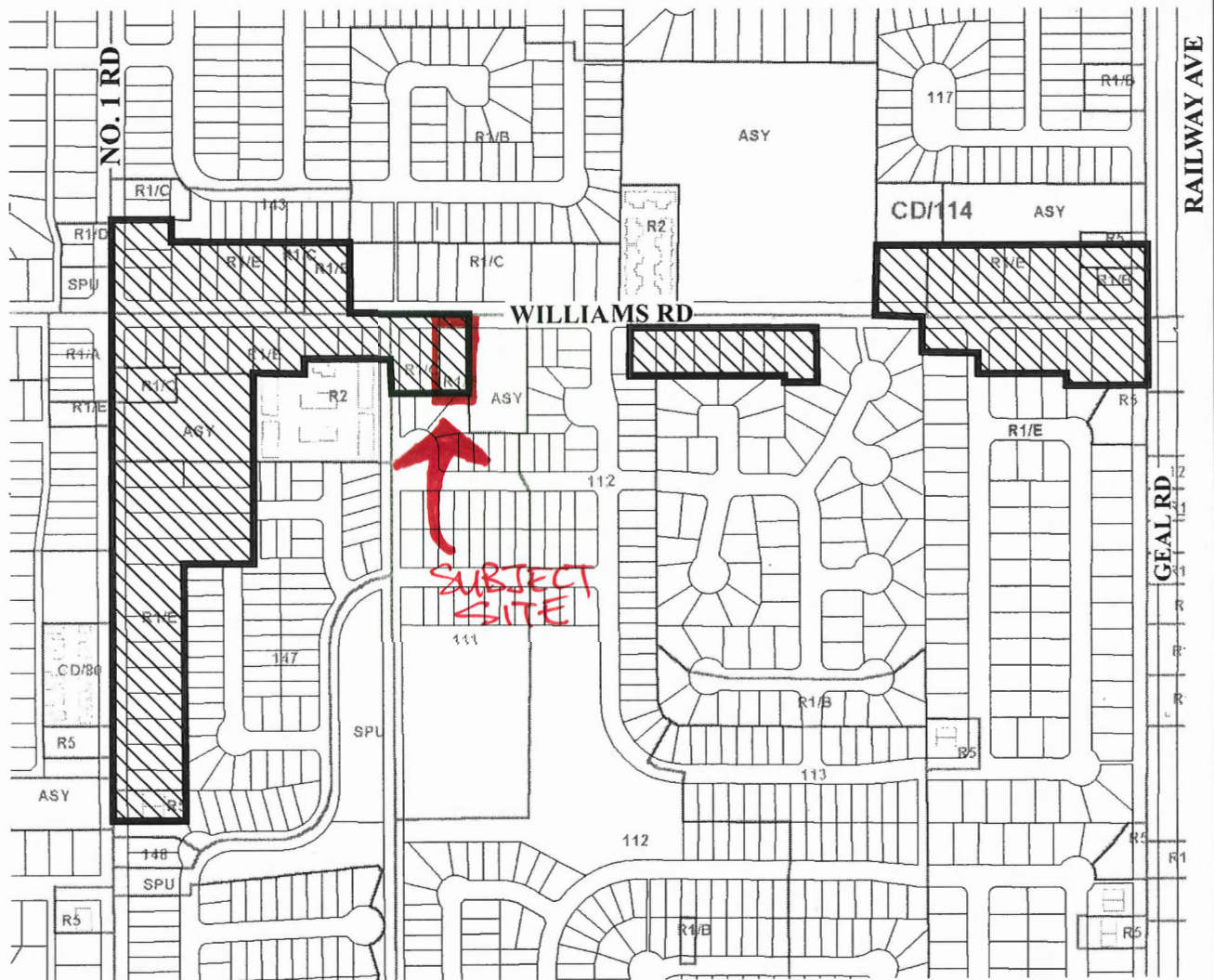
POLICY 5426:

The following policy establishes lot sizes for properties within the area located on **Williams Road, No. 1 Road and Geal Road**, in a portion of Section 26-4-7/35-4-7:

That properties within the area located on Williams Road, No. 1 Road and Geal Road, in a portion of Section 26-4-7/35-4-7, be permitted to subdivide in accordance with the provisions of Single-Family Housing District (R1/B) in Zoning and Development Bylaw 5300, with the following provisions:

- (a) If there is no lane or internal road access, then properties along No. 1 Road would be restricted to Single-Family Housing District (R1/E).
- (b) Properties along Williams Road will be permitted Single-Family Housing District (R1/C) zoning unless there is lane or internal road access in which case Single-Family Housing District (R1/B) would be allowed.

and that this policy, as shown on the accompanying plan, 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/B** except

1. Williams Road - **R1/C** unless there is a lane or internal road access then **R1/B**
2. No. 1 Road - **R1/G** unless there is a lane or internal road access then **R1/B**.



POLICY 5426 SECTION 26 & 35, 4-7

Adopted Date: 12/18/89

Amended Date:

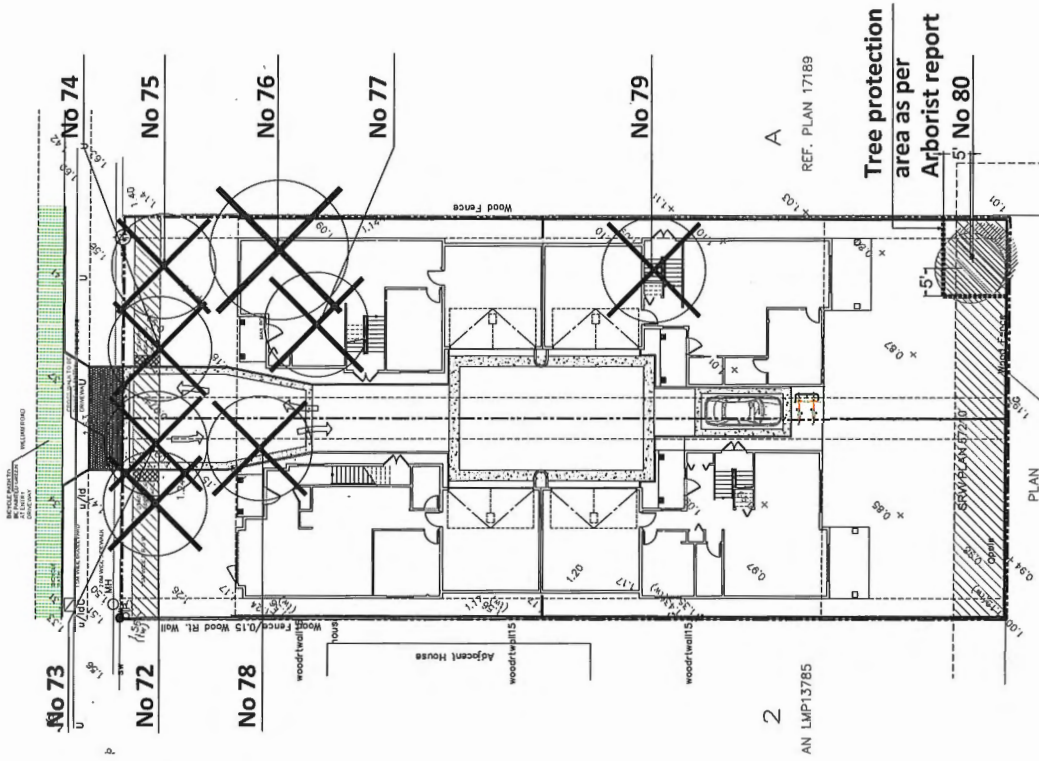
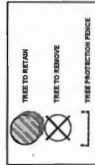
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pmg
LANDSCAPE
ARCHITECTS
Suite C100 - 4155 88th Creek Drive
Bellingham, WA 98201-1000
P: 360.834.8001 F: 360.240.0022

SEAL

Tree Notes: - **Remove:** Removal of mature, established trees. **Retain:** Retain all trees shown. **Plant:** Plant new trees as indicated. **Low:** Trees to be planted within 10 feet of existing structures, sidewalks, or other hardscape. **High:** Trees to be planted more than 10 feet from existing structures, sidewalks, or other hardscape. **Building Footprint:** - Affected or to be potentially affected building footprint.

Tree No.	Tree Name	Size	Condition	Notes	Remove	Retain	Plant
No 72	Maple	12"	DBH	Low	NO	YES	NO
No 73	Maple	12"	DBH	Low	NO	YES	NO
No 74	Maple	12"	DBH	Low	NO	YES	NO
No 75	Maple	12"	DBH	Low	NO	YES	NO
No 76	Maple	12"	DBH	Low	NO	YES	NO
No 77	Maple	12"	DBH	Low	NO	YES	NO
No 78	Maple	12"	DBH	Low	NO	YES	NO
No 79	Maple	12"	DBH	Low	NO	YES	NO
No 80	Maple	12"	DBH	Low	NO	YES	NO



**TREE MANAGEMENT
PLAN**

DATE: JANUARY 20, 2017
SCALE: 3/32"=1'-0"
DRAWING NO: L2
DESIGN NO: OF 4
CHECKED: FCM
PROJECT NUMBER: 16-336

PROJECT:
4-UNIT DUPLEX
DEVELOPMENT
4325 WILLIAMS ROAD
RICHMOND

CLIENT: LANDSCAPE GROUP

NO. DATE REVISION DESCRIPTION DR.

1	01/20/17	ISSUED FOR PERMIT	DR
2	01/20/17	REVISION: ADD TREE PROTECTION AREAS	DR
3	01/20/17	REVISION: ADD TREE PROTECTION AREAS	DR
4	01/20/17	REVISION: ADD TREE PROTECTION AREAS	DR

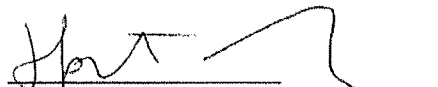


10-12240 Horseshoe Way
Richmond B.C v7a-4x9
604-771-0299 harj@landcraftgroup.ca

Re: 4 unit duplex
4226 Williams road, Richmond B.C
RZ 17-768134

Hi To whom it may concern

The developer Landcraft homes is committed to design the proposed development (4226 Williams road file RZ 17-768134) such that it will meet the energy efficiency requirements (i.e., Step Code) expected to be in place at the time of the proposed project's Building Permit application.


Harjit Sandhu



**City of
Richmond**

Rezoning Considerations
Development Applications Department
6911 No. 3 Road, Richmond, BC V6Y 2C1

Address: 4226 Williams Road

File No.: RZ 17-768134

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9973, the developer is required to complete the following:

1. Final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9975.
2. 0.6 m wide road dedication along the entire Williams Road frontage to accommodate the required frontage improvements; exact width is to be confirmed with survey information to be submitted by the applicant.
3. Registration of a legal agreement on Title to ensure that, upon subdivision of the property:
 - a) Vehicle access to the two duplex lot is via a single shared driveway crossing centered on the proposed shared property line.
 - b) The buildings and driveway on the proposed lots be designed to accommodate on-site vehicle turn-around capability to prevent vehicles from reversing onto Williams Road.
4. 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.
5. Registration of a flood indemnity covenant on title.
6. Submission of a Contract entered into between the applicants and a Certified Arborist for supervision of any on-site works conducted within/near the tree protection zone of the tree to be retained on site. 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.
7. City acceptance of the developer's offer to voluntarily contribute \$8.5 per buildable square foot (e.g. \$64,362.11.00) to the City's Affordable Housing Reserve Fund.
8. City acceptance of the developer's offer to voluntarily contribute \$3,000.00 to the City's Tree Compensation Fund for the planting of replacement trees within the City. If additional replacement trees (over and beyond the ten replacement trees as proposed at the Rezoning stage) could be accommodated on-site (as determined at Development Permit stage), the above cash-in-lieu contribution would be reduced in the rate of \$500 per additional replacement trees to be planted on site.
9. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.

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. Works include, but may not be limited to:
 - a) Water Works:
 - Using the OCP Model, there is 359 L/s of water available at a 20 psi residual along Williams Road. Based on your proposed development, your site requires a minimum fire flow of 95 L/s.
 - The Developer is required to:
 - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the 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.

CNCL - 364

Initial: _____

- Provide a 1.5m wide SRW along the north end of the property line for the storm service connection and water service connections at Developer's cost.
- At Developer's cost, the City is to:
 - Cap at main existing water service connection.
 - Install two new water service connections, complete with meter and meter box, off of the existing 300 mm AC water main on Williams Rd frontage for the east side lot and for the west side lot.
 - Both newly installed water meters shall be placed in the proposed SRW alongside the north property line.

b) Storm Sewer Works:

- At Developer's cost, the City is to:
 - Cut and cap the service connection at main and remove existing inspection chamber along the frontage of Williams Road.
 - Install a new storm service connection of the existing 1050mm main on Williams Road complete with inspection chamber and dual service leads, at the adjoining property line of the newly subdivided lots off
- The Developer is required to provide a 1.5m wide SRW along the north property line for the storm service connection and water service connections at Developer's cost.

c) Sanitary Sewer Works:

- At Developer's cost, the City is to install a new sanitary service connection complete with inspection chamber and dual service leads, at the adjoining property line of the new subdivided lots off of the existing 200mm PVC sanitary main along the south property line.
- Developer is required to not start onsite excavation and/or foundation works until the City has completed the proposed rear yard sanitary connections. Also indicate this as a note on the site plan and sanitary service connection design plans.

d) Frontage Improvements:

- Construct a new 2.0 m wide concrete sidewalk at the property line. The new sidewalk is to connect to the existing sidewalk east and west of the subject site.
- Remove the existing sidewalk and backfill the area between the curb and the new sidewalk to provide a minimum 1.5 m wide grass boulevard with street trees. The boulevard width is exclusive of the 0.15 m wide curb.
- All existing driveways along the Williams 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.
- Construct a new shared driveway to City design standards: 6.0 m wide at the property line with 0.9 m flares at the curb and 45° offsets to meet the grade of sidewalk/boulevard. The driveway width is to be kept at 6.0 m for a distance of 6.0 m from the back of the sidewalk to allow for two vehicles in opposite directions to pass. The driveway can be tapered at a 5:1 transition to a minimum width of 4.0 m (wider if garbage and recycling collection is provided door to door).
- Provide special stamped/tinted concrete treatment for the sidewalk across the driveway and green bike lane paint at the crossing to better highlight the driveway for cyclists and pedestrians.
- Due to the utility service connections, road restoration as per road restoration bylaw (Bylaw 7869) will be required on Williams Road. Restoration of existing sidewalk curb and gutter will be required due to the proposed service connections.
- Developer to relocate streetlight if necessary at Developer's cost.
- To underground service lines and overhead utility lines for the proposed development along Williams Road, at the Developer's cost.
- An LPT box may be required for this development to facilitate underground service. Developer is required to locate LPT box that may be required to service the proposed development within the developments site (see list below for examples). Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements and the locations for the above ground

structures. If a private utility company does not require an above ground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of SRWs that shall be shown in the functional plan and registered prior to SA design approval:

- BC Hydro PMT – 4mW X 5m (deep)
- BC Hydro LPT – 3.5mW X 3.5m (deep)
- Street light kiosk – 1.5mW X 1.5m (deep)
- Traffic signal kiosk – 2mW X 1.5m (deep)
- Traffic signal UPS – 1mW X 1m (deep)
- Shaw cable kiosk – 1mW X 1m (deep) – show possible location in functional plan
- Telus FDH cabinet - 1.1mW X 1m (deep) – show possible location in functional plan

e) General Items:

- The Developer is required to 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. 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.

Note: Should the applicant wish to begin site preparation work after third reading of the rezoning bylaw, but prior to final adoption of the rezoning bylaw and issuance of the Development Permit, the applicant will be required to obtain a Tree Permit and submit landscaping security (i.e. \$8,000 in total) to ensure the replacement planting will be provided.
2. 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.
3. Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
4. If applicable, payment of latecomer agreement charges, plus applicable interest associated with eligible latecomer works.
5. 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



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9973 (RZ 17-768134)
4226 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 **“ARTERIAL ROAD TWO-UNIT DWELLINGS (RDA)”**.

P.I.D. 003-638-146

Easterly 76 Feet Lot 463 Section 35 Block 4 North Range 7 West Being Measured Parallel to and Perpendicularly Distant 76 Feet from the Westerly Boundary New Westminster District Plan 54070

2. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 9973”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

CITY OF RICHMOND
APPROVED by <i>E.I.</i>
APPROVED by Director or Solicitor <i>JA</i>

MAYOR

CORPORATE OFFICER



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9975
(Arterial Road Land Use Policy/Arterial Road Duplex)**

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 4.14 [Accessory Buildings and Accessory Structures] by inserting “, **two-unit housing**” following “**single detached housing**” in Section 4.14.4.
2. Richmond Zoning Bylaw 8500, as amended, is further amended at Section 5.15 [Affordable Housing] by inserting the following into the table contained in Section 5.15.1(c) regarding Affordable Housing density bonusing provisions after the line for RTP4:

Zone	Sum Per Buildable Square Foot of Permitted Principal Building
“RDA	\$8.50”

3. Richmond Zoning Bylaw 8500, as amended, is further amended by inserting the following into Section 8 (Residential Zones), in numerical order:

8.16 Arterial Road Two-Unit Dwellings (RDA)

8.16.1 Purpose

The **zone** provides for two **dwelling units** on a single **lot** fronting an **arterial road**, plus other compatible **uses**.

8.16.2 Permitted Uses

- **housing, two-unit**

8.16.3 Secondary Uses

- **boarding and lodging**
- **community care facility, minor**
- **home business**
- **secondary suite**

8.16.4 Permitted Density

1. The maximum **density** is one **two-unit housing** unit per **lot**.
2. The maximum **floor area** is the lesser of:
 - a) the **floor area** calculated using the **floor area ratio** of 0.4; and
 - b) 334.5 m².

3. Notwithstanding Section 8.16.4.2(a), the reference to “0.4” is increased to a higher **density** of “0.6” if the **owner**, at the time **Council** adopts a zoning amendment bylaw to include the **owner’s lot** in the **RDA zone**, pays into the **affordable housing reserve** the sum specified in Section 5.15 of this bylaw.
4. Each **two-unit housing dwelling unit** must have a minimum **floor area** of 125.4 m² and must not exceed a maximum **floor area** of 183.9 m².
5. Notwithstanding Sections 4.2.2 and 4.3, the following items are not included in the calculation of maximum **floor area**:
 - a) up to 37.5 m² of the attached **accessory buildings** per **two-unit housing dwelling unit** used for on-site parking purposes, which cannot be used for **habitable space**;
 - b) up to 10% of the **floor area** total calculated for the **lot** in question which must be used exclusively for covered areas of the **principal building**, provided that the covered areas are:
 - i) always open on two or more sides;
 - ii) never enclosed; and
 - iii) not located more than 0.6 m above the lowest horizontal floor;
 - c) one **accessory building** which is less than 10.0 m²; and
 - d) up to a maximum of 2.35 m² per **two-unit housing dwelling unit** for **floor area** occupied by those components of a **green building system** constructed or installed within the **principal building**.
6. Any portion of **floor area** in a **principal building** with a **ceiling height** which exceeds 5.0 m shall be considered to comprise two floors and shall be measured as such for the purposes of calculating **density**, except that a maximum of 10 m² of **floor area**, per **two-unit housing dwelling unit**, with a **ceiling height** which exceeds 5.0 m, provided such **floor area** is exclusively for interior entry and staircase purposes, are considered to comprise one floor.

8.16.5 Permitted Lot Coverage

1. The maximum **lot coverage** is 45% for **buildings**.
2. No more than 70% of a **lot** may be occupied by **buildings, structures** and **non-porous surfaces**.
3. The following percentages of the **lot area** is restricted to **landscaping** with live plant material:
 - a) 20% for **lots** less than 12.0 m wide;
 - b) 25% for **lots** of 12.0 m or more but less than 15.0 m in width; and
 - c) 30% for **lots** of 15.0 m or more in width.
 - d) any **side yard** area is excluded from the calculation of percentages of the **lot area** which is restricted to **landscaping** with live plant material.

8.16.6 Yards & Setbacks

1. The minimum **front yard** is 6.0 m.

2. The minimum **interior side yard** is:
 - a) 2.0 m for **lots** of 20.0 m or more in width;
 - b) 1.8 m for **lots** of 18.0 m or more but less than 20.0 m in width; and
 - c) 1.2 m for **lots** less than 18.0 m wide.
3. The minimum **exterior side yard** is 3.0 m, except where the **exterior side yard** is on an **arterial road** it is 6.0 m.
4. The minimum **rear yard** is the greater of 6.0 m or 20% of the total **lot depth**, for a maximum width of 60% of the rear wall of the **first storey**; and 25% of the total **lot depth**, for the remaining 40% of the rear wall of the **first storey** and any second **storey**, or **half (½) storey** above, up to maximum required **setback** of 10.7 m.
5. Notwithstanding Section 8.16.6.4 above:
 - a) the minimum **rear yard** may be reduced to 6.0 m, as specified in a Development Permit approved by the City; and
 - b) for a **corner lot** where the **exterior side yard** is 6.0 m, the minimum **rear yard** is reduced to 1.2 m.
6. The minimum **setbacks** for **accessory buildings**, **carports** and **garages** are:
 - a) 12.0 m for the **front yard**;
 - b) 3.0 m for the **exterior side yard**, except on an **arterial road** it is 6.0 m;
 - c) 1.2 m for the **interior side yard**; and
 - d) 6.0 m for the **rear yard**, except that for a **corner lot** where the **exterior side yard** is 6.0 m, the **rear yard setback** is reduced to 1.2 m.
7. Detached **accessory buildings** up to 10.0 m² may be located within the **interior side yard** and **rear yard** but no closer than 6.0 m of an **arterial road** and 3.0 m of a local **road**.
8. Notwithstanding Section 4.8 [Projections into Yards in Two-Unit Housing Zones], for this **zone** only, the following projections shall be permitted, subject to the *Building Code*:
 - a) **balconies** and **bay windows** which form part of the **principal building**, may project into **front yard**, **rear yard** and **exterior side yard** no more than 0.6 m;
 - b) fireplaces and chimneys, whether enclosed or unenclosed, which form part of the **principal building**, may project for a distance of:
 - i) 1.0 m into the **front yard**;
 - ii) 0.6 m into the **side yard**, limited to one exterior wall of the **principal building**, for the purposes of a chimney or fireplace assembly only, and shall not exceed 1.8 m in horizontal length. No masonry footing is permitted for the chimney or fireplace assembly; and
 - iii) 0.6 m into the **rear yard**;

- c) **porches** which form part of the **principal building**, that are less than 5.0 m in **height** and open on those sides which face a public **road** may project for a distance of:
 - i) 1.5 m into the **front yard**;
 - ii) 0.6 m into the **exterior side yard**; and
 - iii) 1.5 m into the **exterior side yard**, where the **exterior side yard** is 6.0 m.
 - d) **building** elements in the **principal building** that promote sustainability objectives such as solar panels, solar hot water heating systems and rainwater collection systems may project into the **side yard** and **rear yard** no more than 0.6 m;
 - e) other portions of the **principal building** which are less than 2.0 m in **height** may be located within the **rear yard** but no closer than:
 - i) 3.0 m of a public **road**.
 - ii) 6.0 m of an **arterial road**; and
 - iii) 1.2 m of the **rear lot line** or a **side lot line**; and
 - f) where a **lot** has a **lot width** of 18.0 m or more, portions of the **principal building** which do not exceed 5.0 m in **height** (chimneys excepted) may project into the required **side yard** but in no event closer than 1.2 m to a **side lot line** (See **residential vertical lot width envelope** illustration in the definitions).
9. The minimum **building separation space** is 1.2 m, except that cantilevered roofs, **balconies**, unenclosed fireplaces and chimneys may project into the minimum **building separation space** for a distance of 0.6 m.

8.16.7 Permitted Heights

- 1. The maximum **height** for **principal buildings** is 2 storeys or 9.0 m, whichever is less, but it shall not exceed the **residential vertical lot width envelope** and the **residential vertical lot depth envelope**. For a **principal building** with a flat roof, the maximum **height** is 7.5 m.
- 2. The ridge line of a front roof dormer may project horizontally up to 0.915 m beyond the **residential vertical lot depth envelope** but no further than the **setback** required for the **front yard**.
- 3. The ridge line of a side roof dormer may project horizontally up to 0.915 m beyond the **residential vertical lot width envelope** but no further than the **setback** required for the **interior side yard** or the **exterior side yard**.

8.16.8 Subdivision Provisions/Minimum Lot Size

- 1. The minimum **lot area** is 464.5 m².
- 2. The minimum **lot width** is 13.4 m, except that:
 - a) the minimum **lot width** for **interior lots** that share a **vehicle access** with an **adjacent lot** on an **arterial road** is 10.35 m;
 - b) the minimum **lot width** for **corner lots** flanking an **arterial road** is 15.0 m;

- c) the minimum **lot width** for **corner lots** flanking a local **road** with **vehicle access** from the local **road** is 10.35 m; and
 - d) the minimum **lot width** for **corner lots** flanking a local **road** and share a **vehicle access** with an **adjacent lot** on **arterial road** is 12.35 m.
3. The minimum **lot depth** is 30.0 m.

8.16.9 Landscaping & Screening

1. **Landscaping** and **screening** shall be provided according to the provisions of Section 6.0.

8.16.10 On-Site Parking

1. On-site **vehicle** parking shall be provided according to the standards set out in Section 7.0, except:
- a) at least 50% of the required residential **use parking spaces** shall be standard spaces;
 - b) at least 50% of the residential **use parking spaces** provided in a side-by-side arrangement within an enclosed **garage** shall be standard spaces;
 - c) where residents of a single **two-unit housing dwelling unit** intend to use two **parking spaces**, the two **parking spaces** may be provided in a **tandem arrangement** with one standard **parking space** located behind another one standard **parking space** and both standard **parking spaces** may be set perpendicular to the **adjacent** manoeuvring aisle;
 - d) the visitor parking requirement shall be 0.2 **parking spaces** per **dwelling unit** where **vehicle access** to the **lot** is from an **arterial road** and the same **vehicle access** is servicing more than two **dwelling units**;
 - e) for the purpose of this **zone** only, a standard space must have a minimum length of 5.5 m and a minimum width of 2.5 m and a small space must have a minimum length of 4.6 m and a minimum width of 2.3 m; and
 - f) for the purpose of this **zone** only, visitor **parking spaces** may be used collectively by two adjacent **lots** sharing a **vehicle access** from an **arterial road**, as specified in a Development Permit approved by the City.
2. Visitor **parking spaces** shall be:
- a) marked with a clearly visible sign a minimum size of 300 mm by 450 mm with the words "VISITORS ONLY" in capital letters identifying the **parking spaces**; and
 - b) marked on the parking surface with the words "VISITORS ONLY" in capital letters a minimum 30 cm high and 1.65 m in length.

8.16.11 Other Regulations

1. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and Specific Use Regulations in Section 5.0 apply."

4. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 9975”**.



FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED

_____	<div style="border: 1px solid black; padding: 2px;"> CITY OF RICHMOND APPROVED by  APPROVED by Director or Solicitor  </div>

MAYOR

CORPORATE OFFICER



City of Richmond

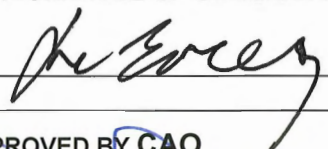

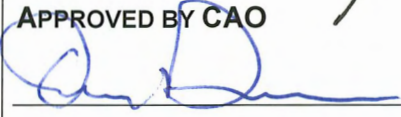
Report to Committee

To: Public Works and Transportation Committee **Date:** December 21, 2018
From: Lloyd Bie, P. Eng.
Director, Transportation **File:** 01-0150-20-
THIG1/2018-Vol 01
Re: **George Massey Crossing – Findings of Independent Technical Review**

Staff Recommendation

That a letter requesting the Ministry of Transportation and Infrastructure pursue short-term strategic improvements to the Steveston Highway interchange and expedite the completion of a business case for Highway 99 crossing improvements, as detailed in the staff report titled “George Massey Crossing – Findings of Independent Technical Review” dated December 21, 2018 from the Director, Transportation, be endorsed.


Lloyd Bie, P. Eng.
Director, Transportation
(604-276-4131)

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Intergovernmental Relations & Protocol Unit	<input checked="" type="checkbox"/>	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO 

Staff Report

Origin

As background, Table 1 provides a chronology of the major milestones for the previous George Massey Tunnel Replacement project (the Project).

Table 1: Major Milestones of George Massey Replacement Tunnel Project

Date	Milestone
Sep 2012	Premier announces George Massey Tunnel (the Tunnel) to be replaced
Nov-Dec 2012	Phase 1 Consultation: Project need and potential constraints to Project scope
Mar-Apr 2013	Phase 2 Consultation: draft Project scope and goals; five crossing scenarios
Sep 2013	Premier announces the Tunnel to be replaced with bridge in the same corridor
Dec 2015	Ministry of Transportation and Infrastructure (the Ministry) releases Project Definition Report with detailed Project scope (e.g., 10-lane bridge, new Steveston Hwy and Hwy 17A interchanges, median HOV/transit lanes, decommission Tunnel)
Dec 2015-Jan 2016	Phase 3 Consultation: proposed Project scope
Jan-Jun 2016	Pre-application stage of Environmental Assessment (EA) process
Jun 2016	Ministry submits application to Agricultural Land Commission (ALC) for Project
Jul-Dec 2016	Application Review stage of EA process
Jan 2017	EA report for Project referred to Ministers
Feb 2017	EA certificate issued for Project and ALC application approved
Sep 2017	Ministry announces independent technical review (the Review) of the Tunnel corridor and cancellation of procurement process for construction of 10-lane bridge
Nov 2017	Ministry announces consultant (Westmar Advisors) retained to conduct the Review
Sep 2018	Review delivered to the Minister of Transportation and Infrastructure (the Minister)
Dec 2018	Minister releases the Review

On December 17, 2018, the Provincial Minister of Transportation and Infrastructure (the Minister) released the independent technical review (the Review) and identified a number of interim upgrades to the George Massey Tunnel (the Tunnel) to address deficiencies. This report provides an overview of the Review's findings and recommendations.

This report supports Council's 2014-2018 Term Goal #3 A Well-Planned Community:

Adhere to effective planning and growth management practices to maintain and enhance the livability, sustainability and desirability of our City and its neighbourhoods, and to ensure the results match the intentions of our policies and bylaws.

3.3. Effective transportation and mobility networks.

This report supports Council's 2014-2018 Term Goal #5 Partnerships and Collaboration:

Continue development and utilization of collaborative approaches and partnerships with intergovernmental and other agencies to help meet the needs of the Richmond community.

5.1. Advancement of City priorities through strong intergovernmental relationships.

Analysis

City Input

Staff met with the consultant and Ministry staff in January 2018 to provide the City's input as part of the Review. Staff conveyed Council's concerns regarding the Project. Specifically, that the City supports an improved crossing at this location but not the following features of the Project:

- the scale of the combined infrastructure of a 10-lane high level bridge and three-level interchange at Steveston Highway,
- the associated land use and agricultural impacts,
- traffic impacts on local roads and at the Oak Street Bridge, and
- lack of consistency with the *Regional Growth Strategy* or the *Mayors' Council Vision for Regional Transportation Investments*.

The City's concerns are fully documented in the Review.

Key Findings

The Review assessed the Project in three steps:

- (1) What are the Project goals?
- (2) What solutions were developed to meet the goals?
- (3) Would the planned solutions have met the Project goals?

The Review also provides recommendations for next steps and improvements to the Project.

Project Goals and Design Considerations

The Review traces how the Project scope (10-lane bridge, new Steveston Highway and Highway 17A interchanges, median HOV/transit lanes) was developed based on six Project goals and singles out specific functional criteria used to define the solutions to achieve some of the goals (Table 2).

Table 2: Project Goals and Functional Criteria for Goals 1, 4 and 6

Project Goals	Functional Criteria for Project Goals 1, 4 and 6
1. Reduce congestion.	Goal 1: Reduce Congestion (i) Eliminate queuing at any time to 2045
2. Improve safety.	Goal 4: Support Increased Transit on the Highway 99 Corridor (i) Provide convenience of transit by improving infrastructure (e.g., integrated bus stops similar to Skytrain stations)
3. Support trade and commerce.	Goal 6: Enhance the Environment (i) Provide a clear span structure with no piers in the Fraser River
4. Support increased transit on the Highway 99 corridor.	(ii) Construct project within existing corridor and reduce footprint of project infrastructure
5. Support options for pedestrians and cyclists.	
6. Enhance the environment.	

The Review finds that the Project goals did not include the following key design considerations identified in the Phase 1 consultation for developing potential crossing options:

- Alignment with Community, Regional and National Objectives: including concentrating growth in designated areas and providing access to regional town centres;
- Community Livability: including property, visual and noise impacts, as well as community access; and
- Cost: including capital cost, technical viability, time to implement, and impacts to road users during construction.

Inclusion of the above considerations would have introduced limitations to the Project scope and ensured that all criteria were optimized. The Review finds that the functional criteria defined for Goals 1, 4 and 6 were the primary factors in determining the significant scale of the infrastructure (e.g., 10-lane bridge, 3-level interchange at Steveston Highway, centre median transit exchanges).

The Review aligns with the City's position that the Project scope did not fully address a number of key considerations (i.e., alignment with local and regional plans, impacts to community liveability and cost).

Traffic Modelling and Forecast

The Review included an updated traffic forecast and compared the performance of the Project scope (10-lane bridge and 3-level Steveston Highway interchange) with two investment scenarios considered to be the minimum required to improve the crossing:

- Scenario 1: six general purpose lane crossing (no HOV/transit lanes) and an upgraded Steveston Highway overpass;
- Scenario 2: eight general purpose lane crossing (no HOV/transit lanes) and an upgraded Steveston Highway overpass.

In the absence of tolling or mobility pricing, reducing the number of lanes from 10 to six or eight will accommodate the majority of 2045 predicted traffic with delays in the peak direction in 2045 similar to today (i.e., 15 to 17 minutes in the peak direction during peak periods) and no delay in the non-peak direction. The Review acknowledges that eliminating all congestion would induce traffic and not provide any incentive to shift from single occupant vehicle (SOV) use. The Review supports the City's position that the significant increase in vehicle capacity to 10 lanes was not consistent with the *Official Community Plan* or the Mayors' Council regional transportation plan.

Bridge and Highway Infrastructure

The functional criteria defined for Goal 6 resulted in a bridge design that would be the largest to be built in British Columbia, the longest cable-stayed bridge in North America and one of the widest at 10 lanes. The Review finds that the bridge design could be simplified by allowing the main piers to be placed in the river, similar to other crossings, and using an alignment offset from the existing corridor. The potential environmental impacts and those to adjacent properties (including agricultural land) of this design would need to be considered and mitigated. These

modifications to the bridge design, including a reduction in the number of lanes, would achieve cost savings estimated at \$500 million.

The planned HOV/transit provisions (i.e., HOV/transit lanes adjacent to the median, median transit exchanges, and fly-over from Bridgeport Road) do not provide value for money. The Review states that TransLink has no future plans to extend light rapid transit (LRT) south of the Fraser River at the crossing and that the existing shoulder bus lanes function well and have substantial capacity for expansion. Eliminating the HOV/transit provisions would substantially reduce the scale of the Steveston Highway and Highway 17A interchanges, remove two under-utilized lanes from the crossing and allow for a phased highway expansion and overpass reconstruction based on need.

The Review identifies that the short-term need is expansion of the crossing as well as an improved Steveston Highway interchange. An upgraded Steveston Highway interchange is a minimum requirement regardless of the new crossing design. Under the two minimum investment scenarios, the free flow ramps and the centre median transit stops at Steveston Highway would be eliminated. These changes would allow a reduced scope for the Steveston Highway interchange comprising a total of five lanes (three eastbound and two westbound) for the overpass that would substantially reduce the scale of the interchange while also providing adequate functionality (Figure 1).

The Review further finds that seismically retrofitting the Tunnel is technically feasible but the total project cost may exceed the cost of an equivalent level of capacity in a new structure. A new tunnel crossing is feasible and may result in increased benefits and cost savings in comparison to a new bridge based on phased development and the use of existing infrastructure.

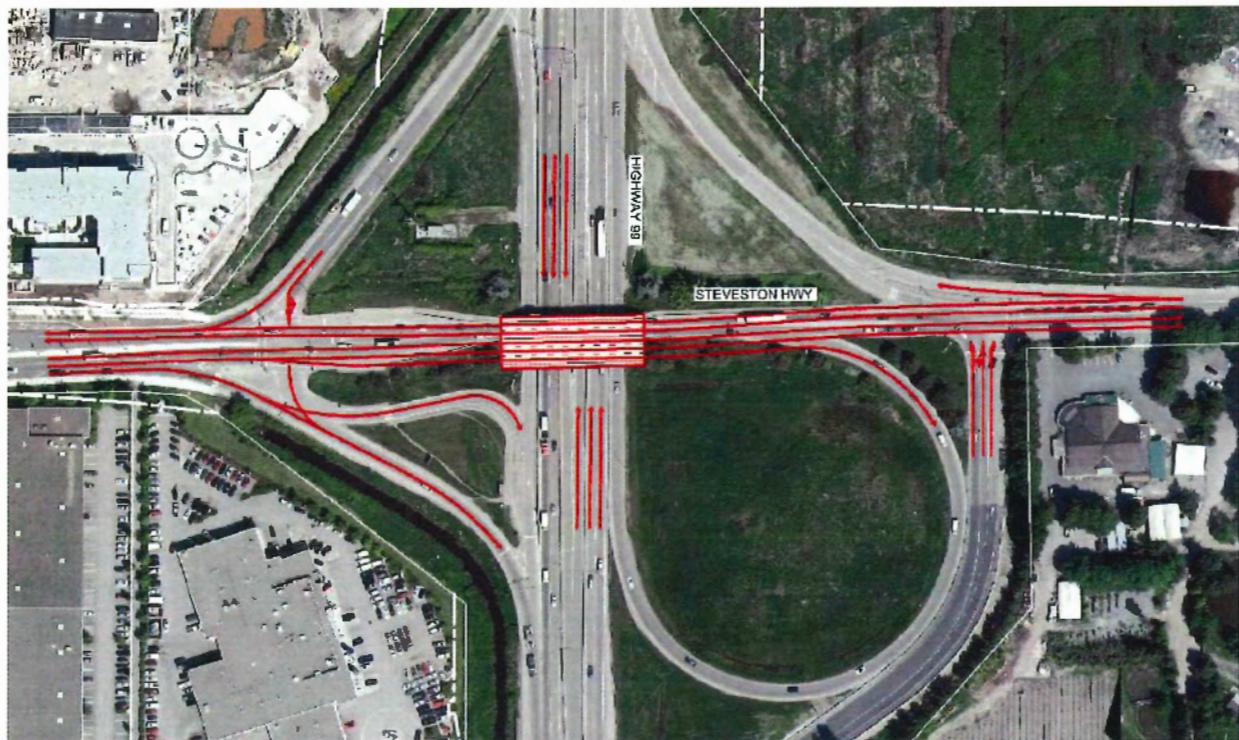


Figure 1: Potential Five Lane Overpass at the Steveston Highway Interchange

Recommendations

The Review recommends that the functional criteria defined to achieve the Project goals be re-examined. If modified, they could result in a reduced Project scope and cost while still providing increased capacity and reliability. Specifically, the Review has the following recommendations for the consideration of the Province:

- Capacity: instead of eliminating all queuing at any time to 2045, provide sufficient capacity to improve current reliability and reduce congestion to levels consistent with other crossings in Greater Vancouver. The number of lanes could then be reduced from 10 to six or eight with a corresponding smaller Project footprint. The scaled down capacity would encourage mode shift from SOV trips and any future transportation demand management measures (e.g., mobility pricing) would help ensure that the corridor performs at optimal traffic levels.
- HOV/Transit: eliminate the median HOV/transit lanes and transit stations, and maintain the existing shoulder bus lanes.
- Alternative Crossing Designs for a Bridge: Consider construction of piers in the water and an alignment adjacent to the existing corridor, which would allow significant cost savings.
- Alternative Crossing Designs for a Tunnel: Undertake a combined feasibility study to confirm the scope of an immersed tube tunnel and the scope and cost to retrofit the existing tunnel.

Staff support the Review recommendations, which echo and address the City's concerns and align with the City's suggested alternative crossing improvements.

Interim Improvements

At the time of the release of the Review, the Minister announced that \$40 million will be allocated to a number of interim upgrades scheduled to be undertaken in 2019 through 2020 on the Tunnel to address deficiencies. These upgrades include the following:

- converting tunnel and roadway lighting to the new LED standard and washing the interior more frequently to increase visibility to improve safety;
- upgrading the alarm, pumping, ventilation, fire door, and electrical systems to meet current standards and ensure reliability;
- resurfacing Highway 99 between Steveston Highway and the Highway 17 Interchange, including better lane markings and more reflective signs to improve safety; and
- improving tunnel drainage to reduce the risk to drivers from pooling water and ice at tunnel entrances.

The improvements related to lighting and pavement markings were identified in staff's recent letter to the Ministry sent in response to Council's resolution in November 2018:

That staff be directed to explore the current deficiencies related to lane markings and lighting in the George Massey Tunnel and forward those appropriate maintenance requests to the Ministry of Transportation for corrective action.

Next Steps

From January to April 2019, the Province will undertake consultation with regional municipalities and First Nations to identify new criteria and goals for a crossing that better aligns with regional plans. This information will be used to develop and assess appropriate bridge and tunnel options that reflect community preferences with a new business case to be developed by Fall 2020. In addition, scoping work for improvements to the Steveston interchange to reduce congestion will begin immediately.

To propel the timely implementation of improvements to the crossing, staff recommend that the Ministry be requested to:

- Pursue strategic improvements to the Steveston Highway interchange in the short-term that are compatible with potential crossing options in the longer term. Advancing the interchange upgrades ahead of the potentially phased crossing improvements combined with the interim improvements to the Tunnel would provide immediate tangible benefits and congestion relief for Highway 99 users.
- Expedite completion of the business case that will identify the preferred crossing option from Fall 2020 to early 2020.

Financial Impact

None.

Conclusion

The findings of the independent technical review of the George Massey Tunnel corridor corroborate the City's key concerns with the Project particularly with respect to the excessive 10-lane capacity of the bridge, the scale and impact of the infrastructure, and the lack of consistency with local and regional plans.

Staff recommend that the Ministry be requested to implement strategic upgrades to the Steveston Highway interchange in the short term to provide immediate benefits for Highway 99 users concurrent with consultation and planning for the longer term crossing options to be completed by early 2020.



Joan Caravan
Transportation Planner
(604-276-4035)
JC:jc



Housing Agreement (6551 No. 3 Road) Bylaw No. 9952

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: 017-863-686 Lot A (BF285836) Section 8 Block 4 North Range 6 West New
Westminster District Plan 31877

This Bylaw is cited as **Housing Agreement (6551 No. 3 Road) Bylaw No. 9952**

FIRST READING

JAN 14 2019

SECOND READING

JAN 14 2019

THIRD READING

JAN 14 2019

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept. <i>CS</i>
APPROVED for legality by Solicitor <i>[Signature]</i>

MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (6551 No. 3 Road) Bylaw No. 9952

HOUSING AGREEMENT BETWEEN RC (SOUTH) INC. AND 7904185 CANADA INC.
AND THE CITY OF RICHMOND

HOUSING AGREEMENT
(Section 483, *Local Government Act*)

THIS AGREEMENT is dated for reference _____, 2018,

AMONG:

RCCOM LIMITED PARTNERSHIP, a limited partnership duly formed under the laws of the Province of Ontario and having its registered office at 20th Floor—250 Howe Street, Vancouver, British Columbia V6C 3R8 by its general partner **RCCOM GP INC.**, a corporation duly incorporated under the laws of the Province of Ontario and having its delivery address in British Columbia at 20th Floor—250 Howe Street, Vancouver, British Columbia V6C 3R8,

(“**RCCOM**”)

AIMCO REALTY INVESTORS LIMITED PARTNERSHIP, a limited partnership duly formed under the laws of the Province of Manitoba and having its registered office at 1700-666 Burrard Street, Vancouver British Columbia V6C 2X8, by its general partner **AIMCO RE GP CORP.**, a corporation duly incorporated under the laws of the Province of Alberta and having its delivery address in British Columbia at 1700-666 Burrard Street, Vancouver British Columbia V6C 2X8,

(“**AIMCO**” and together with RCCOM, the “**Beneficiary**”)

AND:

7904185 CANADA INC. (INC. NO. 7904185), a company duly incorporated under the laws of Canada and having its registered office at 1100 – 10830 Jasper Avenue, Edmonton, Alberta T5J 2B3

(“**7904185**”)

AND:

RC (SOUTH) INC. (INC. NO. 2510864), a company duly incorporated under the laws of the Province of Ontario, and extraprovincially registered in British Columbia, and having its head office at 20 Queen Street West, Suite 500, Toronto, Ontario M5H 3R4

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

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3

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;
- B. The Owner is the owner of the Lands (as hereinafter defined) which are to be subdivided and developed to include the Development (as herein defined) comprised of combination of commercial and residential improvements;
- C. The Owner has agreed to transfer to RCRES LP, or another separate entity (“RCRES”) those portions of the Lands on which the residential improvements (including the Affordable Housing Units (as herein defined)) will be situate prior to the commencement of the Development, and thereafter, RCRES shall carry out such residential portion of the Development and shall for the purposes of this Agreement become the Owner and be subject to the terms hereof;
- D. The City requires that the Affordable Housing Units (as herein defined) will be rented out by the Owner in perpetuity and the Affordable Housing Units will be managed by a Non-Profit Operator (as herein defined);
- E. The Owner and the City intend that the Affordable Housing Units will be managed by a Non-Profit Operator (as herein defined); and
- F. The Owner and the City wish to enter into this Agreement (as herein defined) 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:

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3

- (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 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 in accordance with the OCPA Considerations and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (c) **"Affordable Housing Tower"** means a Tower containing only Affordable Housing Units and located within a Building;
- (d) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (e) **"Building"** means any building constructed, or to be constructed, on the Lands, or a portion thereof, and which contains one or more Towers, and if a Building contains an Affordable Housing Tower, such Building will also contain one or more Towers that are not Affordable Housing Towers;
- (f) **"Building Permit"** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (g) **"City"** means the City of Richmond;
- (h) **"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;
- (i) **"Community Charter"** means the *Community Charter*, S.B.C. 2003, c.26, together with all amendments thereto and replacements thereof
- (j) **"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;
- (k) **"Daily Amount"** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, 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 shall be final and conclusive;
- (l) **"Development"** means the mixed-use residential and commercial development to be constructed on the Lands;

- (m) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (n) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (o) **“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 and includes, where the context permits, an Affordable Housing Unit;
- (p) **“Eligible Tenant”** means a Family having a cumulative annual income of:
 - (i) in respect to a bachelor unit, \$34,650 or less;
 - (ii) in respect to a one-bedroom unit, \$38,250 or less;
 - (iii) in respect to a two-bedroom unit, \$46,800 or less; or
 - (iv) in respect to a three or more bedroom unit, \$58,050 or less

provided that, commencing January 1, 2019, the annual incomes set-out above shall 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 for the subsequent year shall 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 shall be final and conclusive;

- (q) **“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;
- (r) **“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;

- (s) **“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;
- (t) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (u) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250, together with all amendments thereto and replacements thereof;
- (v) **“Lands”** means PID: 017-863-686, Lot A (BF285836), Section 8, Block 4 North, Range 6 West, New Westminster District Plan 317877, and includes any lot or parcel into which said Lands is or are Subdivided;
- (w) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, c.1, together with all amendments thereto and replacements thereof;
- (x) **“Lot”** means Lot 1 or Lot 2, as the context may require;
- (y) **“Lot 1”** means the separate legal parcel to be subdivided from the Lands, approximately as shown as “Lot 1” on the subdivision plan attached hereto as Schedule B;
- (z) **“Lot 2”** means the separate legal parcel to be subdivided from the Lands, approximately as shown as “Lot 2” on the subdivision plan attached hereto as Schedule B;
- (aa) **“LTO”** means the New Westminster Land Title Office or its successor;
- (bb) **“Non-Profit Operator”** has the meaning given in section 3.1 of this Agreement;
- (cc) **“Manager, Community Social Development”** means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (dd) **“OCA Considerations”** means the Official Community Plan Amendment Considerations dated September 10, 2018 and issued to the Owner by the City in connection with the Development and as supplemented from time to time;
- (ee) **“Outdoor Amenity Areas”** means, with respect to a particular Building, the outdoor common areas and facilities for such Building intended for use by all owners, occupants and tenants of the Towers comprising the Building;
- (ff) **“Owner”** means the party described on page 1 and Recital C of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the

Housing Agreement (Section 483, *Local Government Act*)
 6551 No. 3 Road, Richmond, BC
 Application Nos. CP 16-752923 and DP 17-768248
 OCP Amendment Considerations No. 3

Lands are Subdivided, and includes any person who is a registered or beneficial owner in fee simple of an Affordable Housing Unit from time to time;

(gg) **“Permitted Rent”** means no greater than (exclusive of GST):

- (i) \$811.00 a month for a bachelor unit;
- (ii) \$975.00 a month for a one-bedroom unit;
- (iii) \$1,218.00 a month for a two-bedroom unit; and
- (iv) \$1,480.00 a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set-out above shall 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 for the subsequent year shall 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 shall be final and conclusive;

(hh) **“Real Estate Development Marketing Act”** means the *Real Estate Development Marketing Act*, S.B.C. 2004, c.41, together with all amendments thereto and replacements thereof;

(ii) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c.78, together with all amendments thereto and replacements thereof;

(jj) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, c.43, together with all amendments thereto and replacements thereof;

(kk) **“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*, and **“Subdivided”** and **“Subdivision”** have the corresponding meanings;

- (ll) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit in a form that complies with the *Residential Tenancy Act*;
- (mm) **"Tenant"** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (nn) **"Tower"** means a tower located within a Building, and includes an Affordable Housing Tower.

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".

Housing Agreement (Section 483, *Local Government Act*)
 6551 No. 3 Road, Richmond, BC
 Application Nos. CP 16-752923 and DP 17-768248
 OCP Amendment Considerations No. 3

ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may, in perpetuity, 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 must, 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, 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 shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City 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 that includes any residential use (excluding parking intended as an ancillary use to non-parking uses) unless the Development Permit includes the Affordable Housing Units;
 - (b) be issued with a Building Permit that includes any residential use (excluding parking intended as an ancillary use to non-parking uses) unless the Building Permit includes the Affordable Housing Units; and
 - (c) with respect to each of Lot 1 and Lot 2, on a lot by lot basis, occupy, nor permit any person to occupy, any Dwelling Unit or any portion of any Building on such Lot, in part or in whole (except for parking) for any residential uses and the City will not be obligated to permit occupancy of any Dwelling Unit or Building on such Lot for any residential uses until all of the following conditions are satisfied:

- (i) the Affordable Housing Units for such Lot and related uses and areas have been constructed to the satisfaction of the City in accordance with the OCPA Considerations and this Agreement;
- (ii) the Affordable Housing Units for such Lot 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.

ARTICLE 3 MANAGEMENT, DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 At all times that this Agreement encumbers the Lands, the Owner shall retain and maintain in place a non-profit organization acceptable to the City (each, a “**Non-Profit Operator**”) to operate and manage the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant.

Without limiting the foregoing, such Non-Profit Operator retained pursuant to this section 3.1 must have as one of its prime objectives the operation of affordable housing within the City of Richmond and, at the request of the City, from time to time, the Owner shall deliver to the City a copy of the agreement (fully signed and current) with such Non-Profit Operator, to evidence the Owner’s compliance with this section 3.1.

- 3.2 Any Non-Profit Operator(s) retained by the Owner pursuant to section 3.1 must, unless otherwise authorized in writing by the City Solicitor, manage and operate no less than all of the Affordable Housing Units located on two adjacent floors in a Building (the “**Minimum Units Under Management**”). For clarity, a Non-Housing Operator may operate more than the Minimum Units Under Management.
- 3.3 The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units in accordance with section 3.1 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 or will cause to be maintained 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. Notwithstanding the foregoing, and without limiting section 3.1, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.
- 3.4 Subject to the requirements of the *Residential Tenancy Act* and applicable privacy laws, the Owner will ensure that each Tenancy Agreement:

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3

- (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 the Tenant’s annual income once per calendar year;
 - (ii) number of occupants of the Affordable Housing Unit;
 - (iii) number of occupants of the Affordable Housing Unit under 18 years of age;
 - (iv) number of occupants of the Affordable Housing Unit over 65 years of age;
 - (v) a statement of before tax employment income for all occupants over 18 years of age; and
 - (vi) total income for all occupants of the Affordable Housing Unit;
- (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 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.

3.6 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than all of the Affordable Housing Units located on two adjacent floors located in a 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 all of the Affordable Housing Units located on two adjacent floors in a Building. Without limiting the foregoing, the Owner shall not Subdivide the Lands in a manner that creates one or more Affordable Housing Units into a separate air space parcel without the prior written consent of the City.

- 3.7 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.8 The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of any Affordable Housing Unit to any person, trust, corporation, partnership or other entity, as a legal or beneficial owner, the Owner will obtain from such person, trust, corporation, partnership or other entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to the Affordable Housing Unit sold, transferred or conveyed to such person, trust, corporation, partnership or entity.
- 3.9 Subject to the requirements of the *Residential Tenancy Act*, the Owner must 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 Outdoor Amenity Areas for the Building within which the Tenant's Affordable Housing Unit is located;
 - (d) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all indoor amenity spaces located within the Affordable Housing Tower within which the Tenant's Affordable Housing Unit is located, or that are located outside the Affordable Housing Tower but designated for the exclusive use of occupants thereof;
 - (e) the Owner will not require the Tenant or any permitted occupant to pay any move-in/move-out fees, strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities, or for sanitary sewer, storm sewer, water, other utilities, 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, an Owner may charge the Tenant the Owner's cost, if any, of providing cable television, telephone, other telecommunications, gas, or electricity fees, charges or rates. For clarity, notwithstanding the foregoing, those occupants of Affordable Housing Units who utilize the electric vehicle charging stations may be required to pay for the cost of their utility usage, but not for their use of the electric vehicle charging equipment or associated parking;

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3

- (f) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (g) the Owner will include in each Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (h) 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 subsection 1.1(p) 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; and/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 of the foregoing, such breach is not cured within 10 days of notice from the Owner to the Tenant setting out the particulars of such breach. In the case of each breach, subject to the applicable cure periods and the requirements of the *Residential Tenancy Act*, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for subsection 3.9(h)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in subsection 1.1(p) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective one (1) month following the date of the notice of termination. In respect to subsection 3.9(h)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (i) 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

- (j) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.10 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units.
- 3.11 If the Owner has terminated the Tenancy Agreement, then, , subject to the requirements of the *Residential Tenancy Act*, the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit 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 Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

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

Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this 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 such strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.3 No such strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3

- 5.4 Further to section 3.10, no such strata corporation shall pass any bylaws restricting the age of occupants of the Affordable Housing Units.
- 5.5 No such strata corporation shall 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 such strata corporation.
- 5.6 No such strata corporation shall 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 charging stations or related facilities, notwithstanding that such strata corporation may levy such parking, bicycle storage, electric vehicle 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; provided, however, that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision.
- 5.7 No such strata corporation shall 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 the Outdoor Amenity Areas for the Building which contains the Affordable Housing Tower in which the Owner or Tenant's Affordable Housing Unit is located, except, subject to section 5.6 of this Agreement, on the same basis that governs the use and enjoyment of the Outdoor Amenity Areas by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable Building which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, subject to the requirements of the *Residential Tenancy Act*, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if 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 the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant (in each case past any applicable cure periods), the Owner will pay the Daily Amount to the City for every day that the breach continues after 10 days' of delivery of written notice by 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 has expired. The Daily Amount is due and payable five (5) business days' after receipt by the Owner of an invoice from the City for the same.

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3

- 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 that is not cured within any applicable cure periods shall also constitute a default under this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

- (a) The Owner acknowledges and agrees that:
 - (i) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
 - (ii) 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 common property sheet; and
 - (iii) 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. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended with respect to the lands which remain subject to this Agreement. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.
- (b) The Owner covenants and agrees with the City that concurrently with its transfer to RCRES of those portions of the Lands on which the portion of the Development that involves the residential improvements will be situate, the Owner will cause RCRES to enter into an agreement pursuant to which RCRES will expressly acknowledge and assume the obligations of the Owner under this Agreement insofar as they relate to the portion of the Lands acquired by RCRES.
- (c) The Owner and the City agree that it is their intention that this Agreement is, once separate legal parcels are created and/or the Lands are Subdivided, to charge and

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3

secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Towers. Upon such creation of separate legal parcels and/or Subdivision, the City Solicitor shall, upon written request by the Owner, provide partial discharges of this Agreement accordingly, provided that the Owner has made adequate arrangements, satisfactory to the City, through reciprocal easements or otherwise, to ensure that the Owner(s), the Tenants and any other permitted occupants of the Affordable Housing Units have the access necessary to ensure their continued ability to use and enjoy the applicable Outdoor Amenity Areas.

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

Subject to section 7.1 of this Agreement, 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 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.

7.5 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.

7.6 Survival

The obligations of the Owner set out in section 7.4 this Agreement will survive termination or discharge of this Agreement.

7.7 Priority

The Owner will use all commercially reasonable efforts available to the Owner, 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.

7.8 No Fettering and No Derogation

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

7.9 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 a 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.

7.10 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.

7.11 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.

7.12 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.

Housing Agreement (Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, BC
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 3

7.13 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.

7.14 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.

7.15 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 shall, to the extent necessary to resolve such conflict, prevail.

7.16 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.

7.17 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 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.

7.18 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.

7.19 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.

7.20 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.

7.21 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.

7.22 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 shall 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 or beneficial owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered or beneficial owner of the Lands.

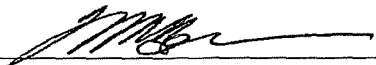
7.24 Counterparts

This Agreement may be signed by the parties hereto in counterparts and taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.


[Remainder of page intentionally blank]

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

RC (SOUTH) INC.,
by its authorized signatory(ies):

Per: 
Print Name: WAYNE BARLOWE
Per: ASO
Print Name: _____

RCCOM LIMITED PARTNERSHIP, by its
general partner, **RCCOM GP INC.,**
by its authorized signatory(ies):

Per: 
Print Name: WAYNE BALENISE
Per: ASO
Print Name: _____

7904185 CANADA INC.,
by its authorized signatory(ies):

Per: _____
Print Name: _____
Per: _____
Print Name: _____

AIMCO REALTY INVESTORS LIMITED PARTNERSHIP, by its general partner,
AIMCO RE GP CORP.,
by its authorized signatory(ies):

Per: _____
Print Name: _____
Per: _____
Print Name: _____

CITY OF RICHMOND, by its authorized
signatories:

Per: _____
Malcolm Brodie, Mayor
Per: _____
David Weber, Corporate Officer

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

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

RC (SOUTH) INC.,
by its authorized signatory(ies):

RCCOM LIMITED PARTNERSHIP, by its
general partner, RCCOM GP INC.,
by its authorized signatory(ies):

Per: _____

Print Name: _____

Per: _____

Print Name: _____

Per: _____


Print Name: _____

Per: _____

Print Name: _____

7904185 CANADA INC.,
by its authorized signatory(ies):

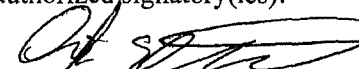
AIMCO REALTY INVESTORS LIMITED
PARTNERSHIP, by its general partner,
AIMCO RE GP CORP.,
by its authorized signatory(ies):

Per:  _____

Print Name: Erik Dmytruk

Per: _____

Print Name: _____

Per:  _____

Print Name: Erik Dmytruk

Per: _____

Print Name: _____

CITY OF RICHMOND, by its authorized
signatories:

Per: _____

Malcolm Brodie, Mayor

Per: _____

David Weber, Corporate Officer

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

**SCHEDULE A
STATUTORY DECLARATION
(Affordable Housing Units)**

	)	IN THE MATTER OF Unit Nos. _____ - _____
	)	(collectively, the “ Affordable Housing Units ”) located
CANADA	)	at
)	_____
PROVINCE OF BRITISH	)	(<i>street address</i>), 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. 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. 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 Owner obtained 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 Information Table

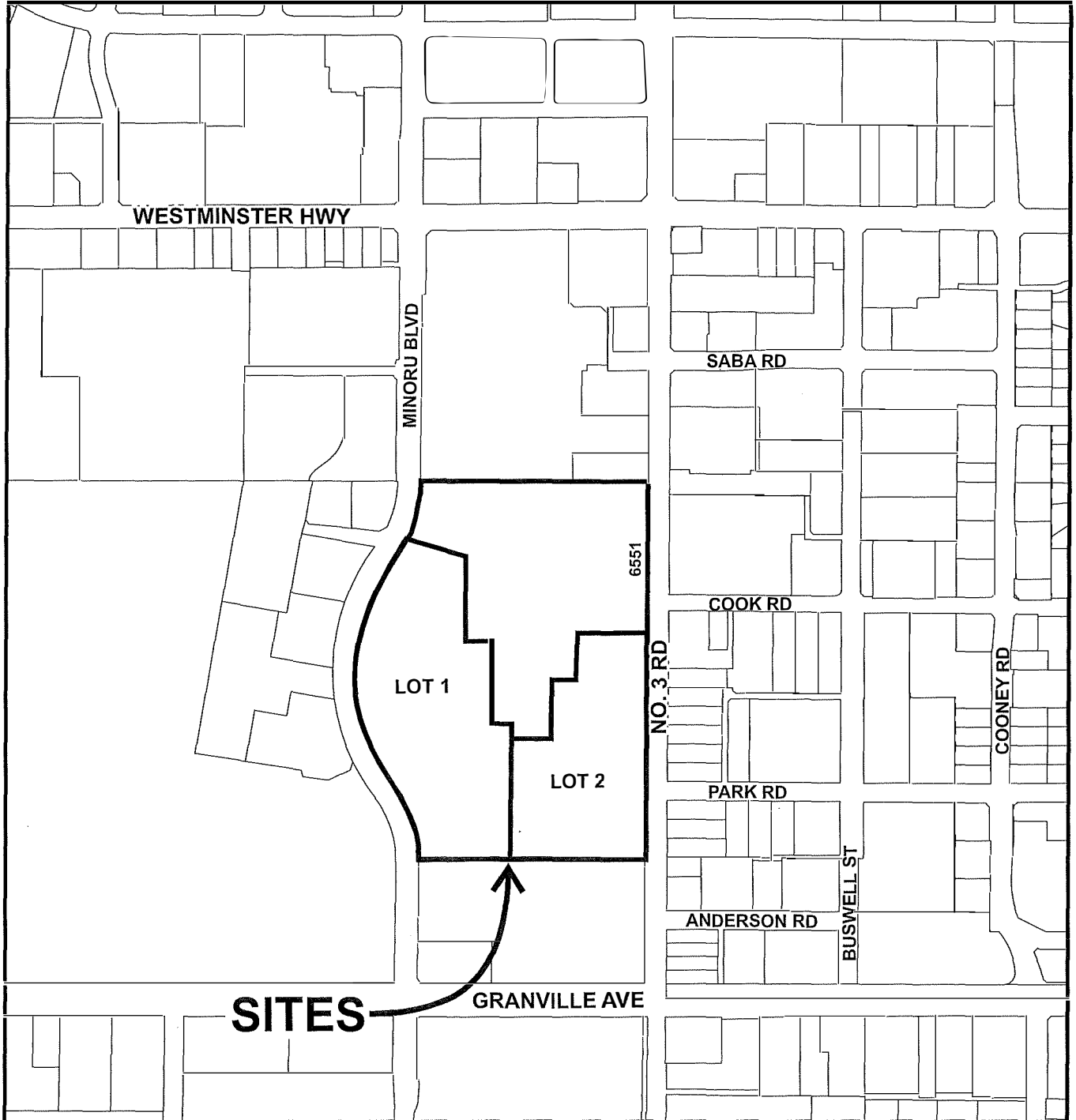
Example

Unit #	Unit Type	# of Occupants	Related to major	Total units age 18	Total over age 55	Before-tax Employment Income (if earned over age 18)	Other Income if earned over age 18	Income Verification positive	Total amount of rent/mortgage	Eligible Tenant? (Y/N)	Monthly Rent	Planned rent for next year (20__)	Spending by month	Move-in/out date	Storage fee	Amount lease fee
1	305	2br	3	N	1	0	525,000	NA	Y	940,000	Y	\$1,215	\$1,248	550/ month	No	No
				515,000			NA	Y								
				NA			NA	NA								
2																
3																
4																
5																
6																

SCHEDULE B
SUBDIVISION PLAN



City of
Richmond



6551 No. 3 Road

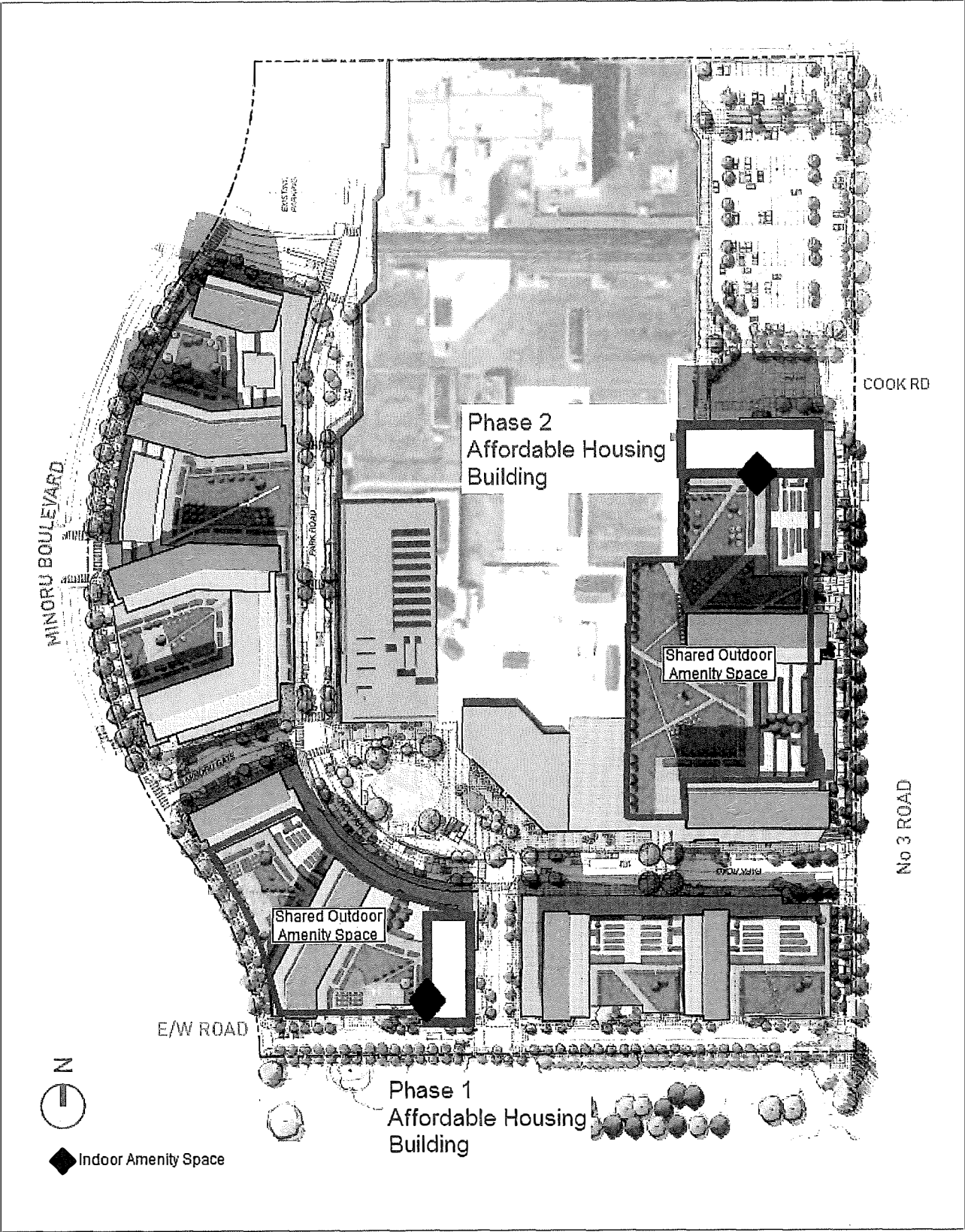
CNCL - 410

Original Date: 11/19/18

Revision Date:

Note: Dimensions are in METRES

Affordable Housing Location Map



Catalyst Community Developments Society
catalystcommdev.org



December 17th, 2018

Joey Stevens
GBL Architects
139 East 8th Avenue
Vancouver BC
V5T 1R8

Cc: Josh Thomson, Cadillac Fairview Corporation Limited
Michelle Paquet, Shape Living

To Whom It May Concern

Re: CF Richmond Centre LEMR Housing Recommendation

Further to our discussions and meetings with City of Richmond staff regarding the proposed low-end of market affordable rental (LEMR) housing project in Richmond, please accept this letter to outline our organisation, our relationship with the Richmond Centre Project, and our recommendations on the LEMR housing component of the CF Richmond Centre development.

About Catalyst

Catalyst Community Development Society (Catalyst) is a BC non-profit society with a mission to develop, own and operate below market rental housing. Catalyst is focused on providing high-quality "workforce rental" housing targeted towards households with gross incomes in the range of \$25,000 to \$60,000 p.a. The tenants within Catalyst projects typically include singles, couples, families and seniors with a wide range of incomes, abilities and ages. Catalyst does not provide direct support services to tenants but often works with other non-profit societies that do.

As a non-profit owner, operator, and developer of affordable housing in the Metro Vancouver area Catalyst is interested in the ownership and operation of the LEMR housing resulting from the CF Richmond Centre development.

About Richmond Centre Developers

We understand that Cadillac Fairview Corporation and Shape Living are development managers of the CF Richmond Centre project with a vision to transform CF Richmond Centre into a unique and vibrant mixed use community in the heart of Richmond. The development managers of CF Richmond Centre are interested in collaborating with an

owner/operator with experience in this housing type to ensure the best form and mix of housing is developed.

Relationship

Our joint view is that a collaborative design approach will ensure the best value for the residents, owners, and operators of the LEMR housing developed, as well as the broader community.

Catalyst Community Developments Society has agreed to review building design drawings, unit layouts and suites mixes to ensure that the building will function efficiently for an operator.

Recommendations

Catalyst believes that the central Richmond market has a need and demand for a broad demographic range of housing including singles, couples, families, and seniors. We understand that the City has a policy that requires a minimum of 50% of homes suitable for families (i.e. 2-bedroom or larger). At the current time we are seeing a significant need and demand in the below market rental sector from two distinct demographics: seniors on a fixed income and singles and couples on low to moderate incomes (often working in service sector jobs).

Many seniors can qualify for a rent subsidy under the Shelter Aid for Elderly Renters (SAFER) program. Studio homes offer rent levels that are more affordable to those on fixed income. Similarly, the younger working demographic, often employed in retail and service sectors, benefit from smaller more affordably priced homes like studio and one bedroom apartments. The central location of the site offering a range of services and in close proximity to rapid transit will be ideally suited this demographic.

We have found that while there is undoubtedly a need from families for 2 and 3 bedroom homes, there are numerous family-sized households that have more than one income. As a result, these households often exceed the maximum household income threshold (i.e. currently \$46,800 per annum for two bedroom homes and \$58,050 per annum for three bedroom homes) and therefore do not qualify for LEMR housing.

Taking into account the current need and demand in the below-market rental sector Catalyst considers that the proposed unit types and mix as proposed for Phase 1, noted below, will assist in meeting the current need:

Studio:	19%
1 Bedroom:	43%
2 Bedroom:	29%
3 Bedroom:	9%

We understand that the Richmond Centre developers are committed to delivering a mix of housing types across both phases of the proposed development that meet the City's housing policies, including the requirement for 50% of homes suitable for families. As such, Phase 2 is planned to have a higher percentage of family friendly units connected to the shopping centre and closer to public transit. Deferring a higher percentage of family friendly units to Phase 2 provides these added amenity benefits and also allows time for the need and demand for these unit types to increase.

While Catalyst understands the advantages of disbursed LEMR housing within projects such disbursement creates several operational and affordability challenges. Contiguous ownership simplifies operations and provides more affordability to its residents. It also allows Catalyst to control its operating costs and only provide (and pay for) amenities that are used by, and appropriate to, its specific tenants.

Catalyst and the majority of other non-profit LEMR housing owners are not interested in owning affordable rental homes disbursed within a larger market ownership condominium because as a minority strata owner, we would not be in control of costs. Such control is critical to operate and deliver the affordability stipulated under housing agreements that specifically limit rental revenue. Mixing LEMR housing within a market condominium therefore is not a viable option for Catalyst and, as such, we have a requirement that the affordable housing we own and manage is contained in a contiguous building or air space parcel. We therefore strongly recommend against disbursement as it presents a great deal of ownership and operational challenges.

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We trust this letter is satisfactory to summarize our recommendations. Please feel free to contact us with any questions.

Regards,

CATALYST COMMUNITY DEVELOPMENTS SOCIETY



Robert Brown
President



**Market Rental Agreement (Housing Agreement) (6551 No. 3 Road)
Bylaw 9980**

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 market rental agreement (housing agreement), substantially in the form set out as Schedule A to this Bylaw, with the owner of the lands legally described as:

PID: 017-863-686 Lot A (BF285836) Section 8 Block 4 North Range 6 West New
Westminster District Plan 31877

This Bylaw is cited as **Market Rental Agreement (Housing Agreement) (6551 No. 3 Road)
Bylaw 9980.**

FIRST READING

JAN 14 2019



SECOND READING

JAN 14 2019

THIRD READING

JAN 14 2019

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.

APPROVED for legality by Solicitor


MAYOR

CORPORATE OFFICER

Bylaw 9952

Schedule A

To Market Rental Agreement (Housing Agreement) (6551 No. 3 Road) Bylaw 9980

MARKET RENTAL AGREEMENT (HOUSING AGREEMENT) BETWEEN RC (SOUTH)
INC. AND 7904185 CANADA INC. AND THE CITY OF RICHMOND

MARKET RENTAL AGREEMENT (HOUSING AGREEMENT)
(Section 483, *Local Government Act*)

THIS AGREEMENT is dated for reference the _____ day of _____, 2018.

AMONG:

RCCOM LIMITED PARTNERSHIP, a limited partnership duly formed under the laws of the Province of Ontario and having its registered office at 20th Floor—250 Howe Street, Vancouver, British Columbia V6C 3R8 by its general partner RCCOM GP INC., a corporation duly incorporated under the laws of the Province of Ontario and having its delivery address in British Columbia at 20th Floor—250 Howe Street, Vancouver, British Columbia V6C 3R8,

("RCCOM")

AIMCO REALTY INVESTORS LIMITED PARTNERSHIP, a limited partnership duly formed under the laws of the Province of Manitoba and having its registered office at 1700-666 Burrard Street, Vancouver British Columbia V6C 2X8, by its general partner AIMCO RE GP CORP., a corporation duly incorporated under the laws of the Province of Alberta and having its delivery address in British Columbia at 1700-666 Burrard Street, Vancouver British Columbia V6C 2X8,

("AIMCO" and together with RCCOM, the "Beneficiary")

AND:

7904185 CANADA INC. (INC. NO. 7904185), a company duly incorporated under the laws of Canada and having its registered office at 1100 – 10830 Jasper Avenue, Edmonton, Alberta T5J 2B3

("7904185")

AND:

RC (SOUTH) INC. (INC. NO. 2510864), a company duly incorporated under the laws of the Province of Ontario, and extraprovincially registered in British Columbia, and having its head office at 20 Queen Street West, Suite 500, Toronto, Ontario M5H 3R4

(the Beneficiary and the Nominee are, together, the "Owner" as more fully defined in section 1.1(ee) 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(e) 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;
- B. The Owner is the owner of the Lands (as hereinafter defined) which are to be subdivided and developed to include the Development (as herein defined) comprised of a combination of commercial and residential improvements;
- C. The Owner has agreed to transfer to RCRES LP, or another separate entity ("RCRES") those portions of the Lands on which the residential improvements (including the Market Rental Housing Units (as herein defined)) will be situate prior to the commencement of the Development, and thereafter, RCRES shall carry out such residential portion of the Development and shall for the purposes of this Agreement become the Owner and be subject to the terms hereof;
- D. The City requires that the Market Rental Housing Units (as herein defined) will be located on Lot 2 (as defined herein) and rented out by the Owner in perpetuity; and
- E. The Owner and the City wish to enter into this Agreement to provide for purpose-built market rental housing on the terms and conditions set out in this Agreement,

NOW THEREFORE 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 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 in accordance with the OCPA Considerations;
- (b) "Agreement" means this agreement together with all schedules, attachments and priority agreements attached hereto;

Market Rental Agreement (Housing Agreement)
(Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, B.C.
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 7

CNCL - 418

- (c) **"Building"** means any building constructed, or to be constructed, on the Lands, or a portion thereof, and which contains one or more Towers;
- (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, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, 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 shall be final and conclusive;
- (i) **"Development"** means the mixed-use residential and commercial 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) **"Director of Development"** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (l) **"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 and includes, where the context permits, a Market Rental Housing Unit;
- (m) **"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;
- (n) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (o) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (p) **"Lands"** means:

PID: 017-863-686, Lot A (BF285836), Section 8, Block 4 North, Range 6 West, New Westminster District Plan 317877, and including a Building or a portion of a Building, into which said Land(s) is or are Subdivided;

- (q) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (r) **"Lot"** means Lot 1 or Lot 2, as the context may require;
- (s) **"Lot 1"** means the separate legal parcel to be subdivided from the Lands, approximately as shown as "Lot 1" on the subdivision plan attached hereto as Appendix B;
- (t) **"Lot 2"** means the separate legal parcel to be subdivided from the Lands, approximately as shown as "Lot 2" on the subdivision plan attached hereto as Appendix B;
- (u) **"LTO"** means the New Westminster Land Title Office or its successor;
- (v) **"Manager, Community Social Development"** means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (w) **"Market Ownership Unit"** means a Dwelling Unit or Dwelling Units which is not a Market Rental Housing Unit or an Affordable Housing Unit;
- (x) **"Market Rent"** means the amount of rent that a willing tenant would pay to a willing landlord for the rental of a comparable dwelling unit in a comparable location for a comparable period of time. Provided that the Owner will be permitted to charge rents based on the finishing, location and/or amenities of the Market Rental Housing Unit;
- (y) **"Market Rental 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 Market Rental Housing Units;
- (z) **"Market Rental Housing Unit"** means a Dwelling Unit or Dwelling Units located on Lot 2 and designated as such in accordance with a Building Permit and/or Development Permit issued by the City and/or, if applicable, in accordance with the OCPA Considerations applicable to the Development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Units charged by this Agreement;
- (aa) **"MRH Cluster"** means a group of not less than 40 Market Rental Housing Units which are contiguous, horizontally and/or vertically, within a Building;

- (bb) "MRH Tower" means a Tower containing Market Rental Housing Units and located within a Building;
- (cc) "OCPA Considerations" means the Official Community Plan Amendment Considerations dated September 10, 2018 and issued to the Owner by the City in connection with the Development and as amended by Council from time to time;
- (dd) "Outdoor and Indoor Amenity Areas" means, collectively, the shared indoor and outdoor common spaces and amenities provided for active and passive recreational, cultural, and social purposes, including all related facilities, features, and equipment, for the purpose of satisfying Official Community Plan and/or Zoning Bylaw requirements with respect to residential uses on Lot 2;
- (ee) "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 or beneficial owner of a Market Rental Housing Unit from time to time;
- (ff) "*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;
- (gg) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (hh) "*Strata Property Act*" means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (ii) "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*, and "Subdivided" and "Subdivision" have the corresponding meanings;
- (jj) "Tenancy Agreement" means a tenancy agreement, lease, license or other agreement granting rights to occupy a Market Rental Housing Unit;
- (kk) "Tenant" means an occupant of a Market Rental Housing Unit by way of a Tenancy Agreement; and
- (ll) "Tower" means any low-rise, mid-rise, or high-rise tower located within a Building, and includes a MRH Tower.

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 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 MARKET RENTAL HOUSING UNITS

- 2.1 The Owner agrees that each Market Rental Housing Unit may, in perpetuity, only be occupied by a Tenant at or below Market Rent. A Market Rental Housing Unit must not be occupied by any person other than a Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must in respect of each Market Rental 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 O, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory

declaration in respect to each Market Rental 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 shall provide to the City such further statutory declarations as requested by the City in respect to a Market Rental Housing Unit if, in the City's absolute determination, the City 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 covenants and agrees that, notwithstanding that the Owner may otherwise be entitled, the Owner will not:
- (a) Subdivide Lot 2 or any Building located thereon without the prior written consent of the City;
 - (b) be issued with a Development Permit that includes any residential use and/or an increase in gross leasable floor area on the lot, as determined in the City's discretion (excluding parking intended as an ancillary use to non-parking uses):
 - (i) with respect to Lot 1, unless the Development Permit application for Lot 1 includes the conceptual design of Lot 2 for the purpose of approving the amount and distribution of floor area across the Lots, including the entirety of the developer's Market Rental Housing Unit contribution, in accordance with the OCPA Considerations; and
 - (ii) with respect to Lot 2, unless the Owner, to the satisfaction of the City in accordance with the OCPA Considerations:
 - (A) submits a stand-alone Development Permit application for Lot 2, which shall, among other things, accurately describe the form and character of the Owner's market rental housing contribution and ancillary use and spaces (e.g., parking, "Class 1" bike storage, residential amenity spaces, circulation and access), as determined to the satisfaction of the Director of Development, Manager of Policy Planning, Manager of Community Social Development, and Director of Transportation;
 - (B) amends or replaces the Market Rental Covenant registered on title to the Lands to accurately reflect the specifics of the Market Rental Housing Units and ancillary spaces and uses as per the approved Development Permit; and
 - (C) as required, registers additional legal agreements on title to the Lands to facilitate the detailed design, construction, operation, and/or management of the Market Rental Housing Units and/or ancillary spaces and uses (e.g., parking, Transportation Demand

Management measures) as determined by the City through the Development Permit processes.

- (c) be issued with a Building Permit in respect of Lot 2, in part or in whole, that includes any residential use and/or an increase in gross leasable floor area on the lot, as determined in the City's discretion (excluding parking intended as an ancillary use to non-parking uses), unless the Owner's Building Permit application provides for the required Market Rental Housing Units and ancillary spaces and uses to the satisfaction of the City in accordance with the OCPA Considerations; and
- (d) occupy, nor permit any person to occupy any Dwelling Unit or Dwelling Units, in part or in whole, constructed on Lot 2 that comprise more than 50% of the maximum permitted residential floor area on Lot 2 (excluding Affordable Housing Units and Market Rental Housing Units) and the City will not be obligated to permit occupancy of any Dwelling Unit or Dwelling Units, in part or in whole, constructed on Lot 2 (excluding Affordable Housing Units and Market Rental Housing Units) until all of the following conditions are satisfied:
 - (i) the Market Rental Housing Units and all ancillary uses and spaces have been constructed to the satisfaction of the City in accordance with the OCPA Considerations and this Agreement;
 - (ii) the Market Rental 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.
- (e) The Owner acknowledges and agrees that any strata lot or air space parcel containing Market Rental Housing Units that is created by a Subdivision permitted pursuant to Section 2.4(a) hereof must contain a minimum of 40 Market Rental Housing Units (the "MRH Unit Group"), and each MRH Unit Group must either comprise a MRH Tower or an MRH Cluster.

ARTICLE 3

DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS

- 3.1 Without limiting section 2.1 and subject to the *Residential Tenancy Act*, the Owner will not rent a Market Rental Housing Unit to a Tenant for short term rental purposes (being rentals for periods shorter than 30 days). Notwithstanding the foregoing and for greater certainty, nothing in this Agreement will prevent the renting of a Market Rental Housing Unit to a Tenant on a "month-to-month" basis.
- 3.2 If this Agreement encumbers more than one Market Rental Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than all of the Market Rental Housing Units located in a MRH Tower or a MRH Cluster in a single or related series of transactions with the result that when the purchaser or transferee of the

Market Rental Housing Unit becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Market Rental Housing Units located in a MRH Tower or a MRH Cluster.

- 3.3 If the Owner sells or transfers any Market Rental Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.4 The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of any Market Rental Housing Unit in accordance with the terms hereof to any person, trust, corporation, partnership or other entity, as a legal or beneficial owner, the Owner will obtain from such person, trust, corporation, partnership or other entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to the Market Rental Housing Unit sold, transferred or conveyed to such person, trust, corporation, partnership or entity.
- 3.5 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Market Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:
 - (a) the Market Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Market Rental Housing Unit will be at or below Market Rent applicable to that class of Market Rental Housing Unit;
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoyment of Outdoor and Indoor Amenity Areas on Lot 2, in whole or in part, on a shared or exclusive basis, in accordance with an approved Development Permit and secured with the Market Rental Covenant;
 - (d) the Owner will not require the Tenants or any permitted occupant to pay any fees or costs associated with bicycle storage; and
 - (e) the Owner will not require the Tenants or any permitted occupant to pay any strata fees or strata property contingency reserve fees.
- 3.6 The Owner shall not impose any age-based restrictions on Tenants of Market Rental Housing Units.
- 3.7 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.8 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.9 If the Owner has terminated a Tenancy Agreement, subject to the requirements of the *Residential Tenancy Act*, then the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Rental Housing Unit, as

applicable, to vacate the Market Rental Housing Unit, as applicable, on or before the effective date of termination.

ARTICLE 4 DEMOLITION OF MARKET RENTAL HOUSING UNIT

- 4.1 The Owner will not demolish a Market Rental 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 Market Rental 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 Market Rental 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 Market Rental Housing Unit has been issued by the City and the Market Rental Housing Unit has been demolished under that permit.
- 4.2 Following any demolition completed in accordance with Section 4.1 hereof, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Market Rental 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 a Market Rental Housing Unit, as applicable, 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 such strata corporation bylaw which prevents, restricts or abridges the right to use the Market Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Market Rental Housing Units, will have no force and effect.
- 5.3 No such strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Market Rental Housing Unit, as applicable, as rental accommodation.
- 5.4 No such strata corporation shall pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of a Market Rental Housing Unit from using and enjoying the Outdoor and Indoor Amenity Areas, except on the same basis that governs the use and enjoyment of the Outdoor and indoor Amenity Areas by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable Building which are not Market Rental Housing Units or Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

6.1 The Owner agrees that, subject to the requirements of the *Residential Tenancy Act*, in addition to any other remedies available to the City under this Agreement or the Market Rental Covenant or at law or in equity, if:

- (a) a Market Rental Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Market Rent;
- (b) a Market Rental Housing Unit is used or occupied in breach of this Agreement; or
- (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Market Rental Covenant (in each case past any applicable cure periods),

then the Owner will pay the Daily Amount to the City for every day that the breach continues after ten 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 Market Rental Covenant shall also constitute a default under this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 Market Rental Agreement (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 a Market Rental Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Market Rental Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (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. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Market Rental Housing Units, then the City

Market Rental Agreement (Housing Agreement)
(Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, B.C.
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 7

Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended with respect to the lands which remain subject to this Agreement. Further, the Owner acknowledges and agrees that in the event that the Market Rental Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

- (d) The Owner covenants and agrees with the City that concurrently with its transfer to RCRES of those portions of the Lands on which the portion of the Development that involves the residential improvements will be situated, the Owner will cause RCRES to enter into an agreement pursuant to which RCRES will expressly acknowledge and assume the obligations of the Owner under this Agreement insofar as they relate to the portion of the Lands acquired by RCRES.
- (e) The Owner and the City agree that it is their intention that this Agreement is, once separate legal parcels are created and/or the Lands are Subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Market Rental Housing Units. Upon such creation of separate legal parcels and/or Subdivision, the City Solicitor shall, upon written request by the Owner, provide partial discharges of this Agreement accordingly, provided that the Owner has made adequate arrangements, satisfactory to the City, through reciprocal easements or otherwise, to ensure that the Owner(s), the Tenants and any other permitted occupants of the Market Rental Housing Units have the access necessary to ensure their continued ability to use and enjoy the applicable Outdoor and Indoor Amenity Areas.

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

Subject to section 7.1 of this Agreement, 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 covenants and agrees that it will furnish good and efficient management of the Market Rental Housing Units and will permit representatives of the City to inspect the Market Rental 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 Market Rental 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.

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 Market Rental 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 Market Rental 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 Section 7.5 of 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 No Fettering and No Derogation

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

7.10 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 a Building or any portion thereof, including any Market Rental 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:

- (a) Clerk, City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

And to:

- (b) 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 Market Rental Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Market Rental 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 Market Rental Covenant, this Agreement shall, 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 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 shall be joint and several.

7.24 Limitation on Owner's Obligations

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

7.25 Counterparts

This Agreement may be signed by the parties hereto in counterparts and taken together shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

[Execution blocks follow]

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

RC (SOUTH) INC.,
by its authorized signatory(ies):

Per: _____

Print Name: _____

Per: _____

Print Name: _____

RCCOM LIMITED PARTNERSHIP, by its general partner, **RCCOM GP INC.,**
by its authorized signatory(ies):

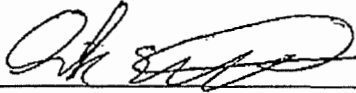
Per: _____

Print Name: _____

Per: _____

Print Name: _____

7904185 CANADA INC.,
by its authorized signatory(ies):

Per:  _____

Print Name: Erik Dingtrak

Per: _____

Print Name: _____

AIMCO REALTY INVESTORS LIMITED PARTNERSHIP, by its general partner, **AIMCO RE GP CORP.,** by its authorized signatory(ies):

Per:  _____

Print Name: Erik Dingtrak

Per: _____

Print Name: _____

CITY OF RICHMOND
by its authorized signatory(ies)

Per: _____

Malcolm Brodie, Mayor

Per: _____

David Weber, Corporate Officer

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

[Execution blocks follow]

Market Rental Agreement (Housing Agreement)
(Section 483, *Local Government Act*)
6551 No. 3 Road, Richmond, B.C.
Application Nos. CP 16-752923 and DP 17-768248
OCP Amendment Considerations No. 7

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

RC (SOUTH) INC.,
by its authorized signatory(ies):

Per: _____
Print Name: Josh Thomson
Per: _____
Print Name: David Fenrich

RCCOM LIMITED PARTNERSHIP, by its general partner, **RCCOM GP INC.,**
by its authorized signatory(ies):

Per: _____
Print Name: Josh Thomson
Per: _____
Print Name: David Fenrich

7904185 CANADA INC.,
by its authorized signatory(ies):

Per: _____
Print Name: _____
Per: _____
Print Name: _____

AIMCO REALTY INVESTORS LIMITED PARTNERSHIP, by its general partner, **AIMCO RE GP CORP.**, by its authorized signatory(ies):

Per: _____
Print Name: _____
Per: _____
Print Name: _____

CITY OF RICHMOND
by its authorized signatory(ies)

Per: _____
Malcolm Brodie, Mayor

Per: _____
David Weber, Corporate Officer

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

APPENDIX A
to Market Rental Agreement (Housing Agreement)

STATUTORY DECLARATION

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

TO WIT:

I, _____ of _____, British Columbia, do solemnly declare that:

1. I am the owner or authorized signatory of the owner of _____ (the "Market Rental Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Market Rental Agreement (Housing Agreement) in respect of the Market Rental Housing Unit.
3. For the period from _____ to _____, the Market Rental Housing Unit was used solely for the provision of rental housing for Tenants (as defined in the Market Rental Agreement (Housing Agreement)) at or below Market Rent (as defined in the Market Rental Agreement (Housing Agreement)).
4. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the
City of _____
in the Province of British Columbia,
this _____ day of _____
20__.

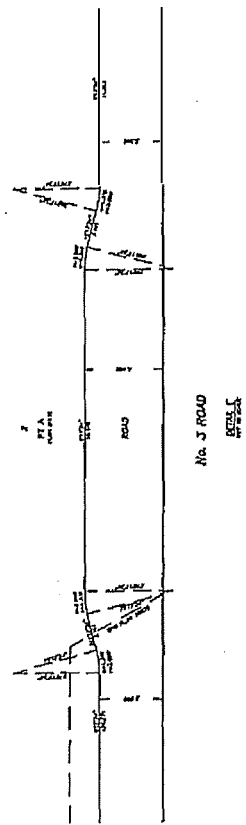
A Commissioner for Taking Affidavits in the
Province of British Columbia

DECLARANT

**APPENDIX B
SUBDIVISION PLAN**

The image contains three hand-drawn maps of the intersection of Boulevard and Avenue A. The maps are oriented vertically, with Boulevard running horizontally and Avenue A running vertically. The maps are labeled as follows:

- Map 1 (Top):** Shows the intersection of Boulevard and Avenue A. Boulevard is labeled "BOULEVARD" and Avenue A is labeled "AVENUE A". The map includes a "NORTH" arrow pointing upwards. The intersection is marked with a "X". The map also shows "ST. A" and "ST. B" on Avenue A, and "ST. C" and "ST. D" on Boulevard. The map is labeled "Ketch 1" in the top right corner.
- Map 2 (Middle):** Shows the intersection of Boulevard and Avenue A. Boulevard is labeled "BOULEVARD" and Avenue A is labeled "AVENUE A". The map includes a "NORTH" arrow pointing upwards. The intersection is marked with a "X". The map also shows "ST. A" and "ST. B" on Avenue A, and "ST. C" and "ST. D" on Boulevard. The map is labeled "Ketch 2" in the top right corner.
- Map 3 (Bottom):** Shows the intersection of Boulevard and Avenue A. Boulevard is labeled "BOULEVARD" and Avenue A is labeled "AVENUE A". The map includes a "NORTH" arrow pointing upwards. The intersection is marked with a "X". The map also shows "ST. A" and "ST. B" on Avenue A, and "ST. C" and "ST. D" on Boulevard. The map is labeled "Ketch 3" in the top right corner.



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**Richmond Zoning Bylaw 8500
Amendment Bylaw 9752 (RZ 17-775844)
9371 Dayton Avenue**

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 **"SINGLE DETACHED (RS2/A)"**.

P.I.D. 002-686-660

Lot 560 Except: Part Subdivided By Plan 77669, Section 22 Block 4 North Range 6 West
New Westminster District Plan 61147

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9752"**.

FIRST READING

SEP 25 2017

A PUBLIC HEARING WAS HELD ON

OCT 16 2017

SECOND READING

OCT 16 2017

THIRD READING

OCT 16 2017

OTHER CONDITIONS SATISFIED

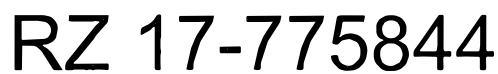
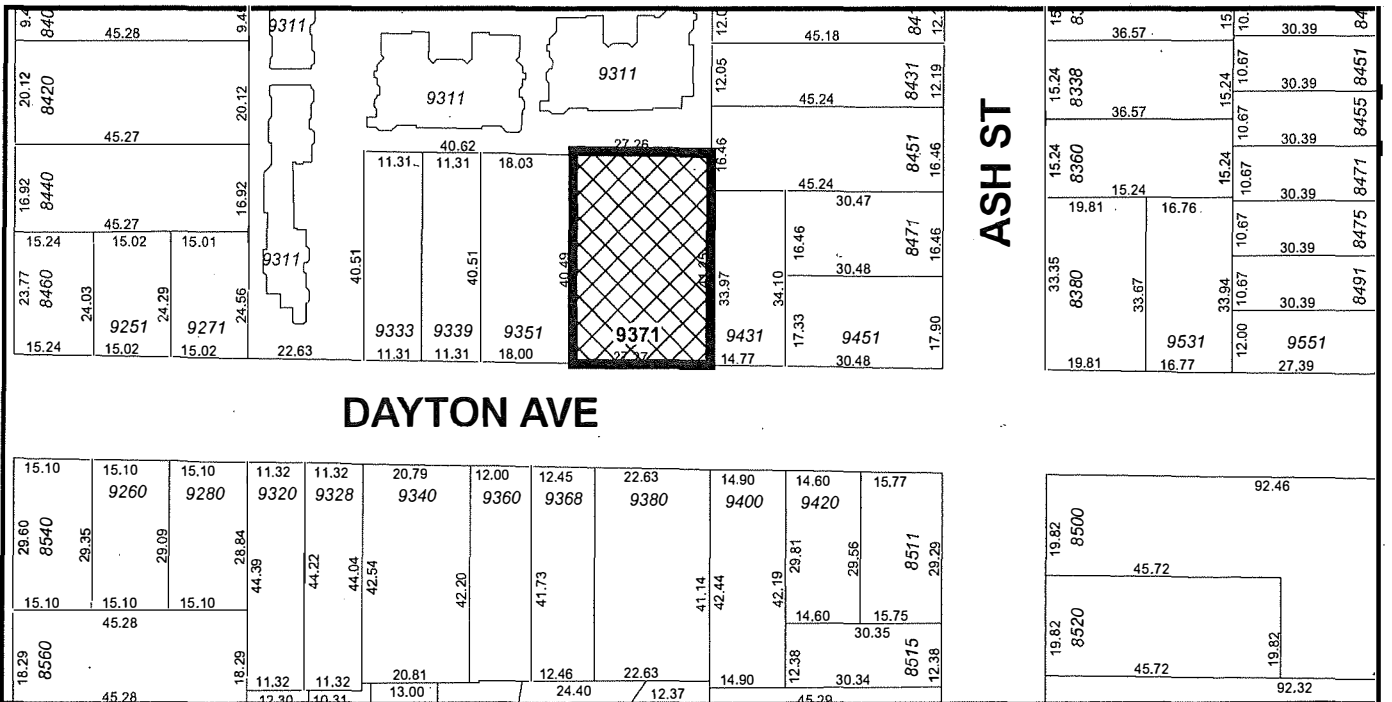
JAN 17 2019

ADOPTED

MAYOR

CORPORATE OFFICER





CNCL - 441

Original Date: 07/11/17

Revision Date:

Note: Dimensions are in METRES



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9753 (RZ 16-754653)
10451/10453 No.1 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 **"COACH HOUSES (RCH1)"**.

P.I.D. 005-374-006

Lot 476 Section 34 Block 4 North Range 7 West New Westminster District Plan 40616

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9753"**.

FIRST READING

OCT 10 2017

A PUBLIC HEARING WAS HELD ON

NOV 20 2017

SECOND READING

NOV 20 2017

THIRD READING

NOV 20 2017

OTHER CONDITIONS SATISFIED

JAN 15 2019

ADOPTED



MAYOR

CORPORATE OFFICER



**Richmond Zoning Bylaw 8500
Amendment Bylaw 9758 (RZ 16-745791)
9200/9220 Glenallan Drive**

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 **"SINGLE DETACHED (RS2/C)"**

P.I.D. 001-318-861

Strata Lot 1 Section 27 Block 4 North Range 6 West New Westminster District Strata Plan NW390 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as shown on Form 1

P.I.D. 001-318-870

Strata Lot 2 Section 27 Block 4 North Range 6 West New Westminster District Strata Plan NW390 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as shown on Form 1.

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9758"**.

FIRST READING

SEP 25 2017

A PUBLIC HEARING WAS HELD ON

OCT 16 2017

SECOND READING

OCT 16 2017

THIRD READING

OCT 16 2017

OTHER CONDITIONS SATISFIED

JAN 23 2019

ADOPTED

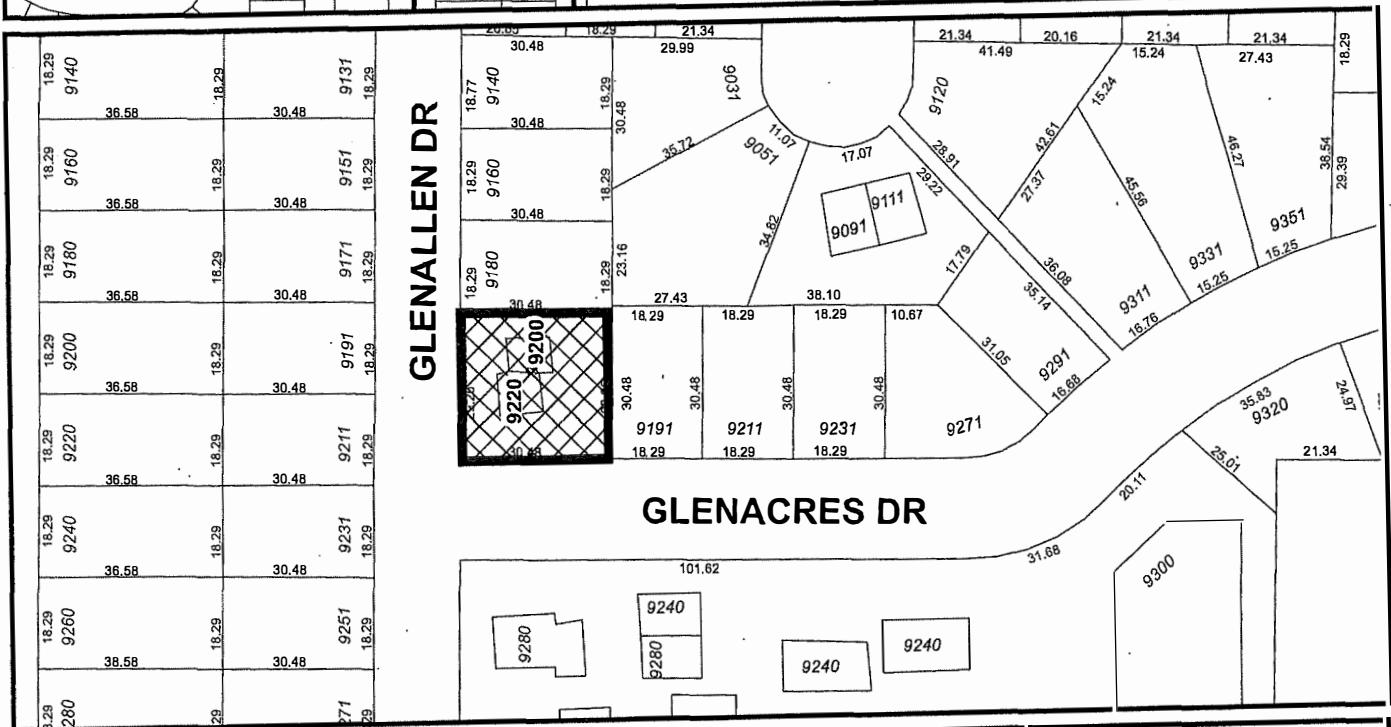
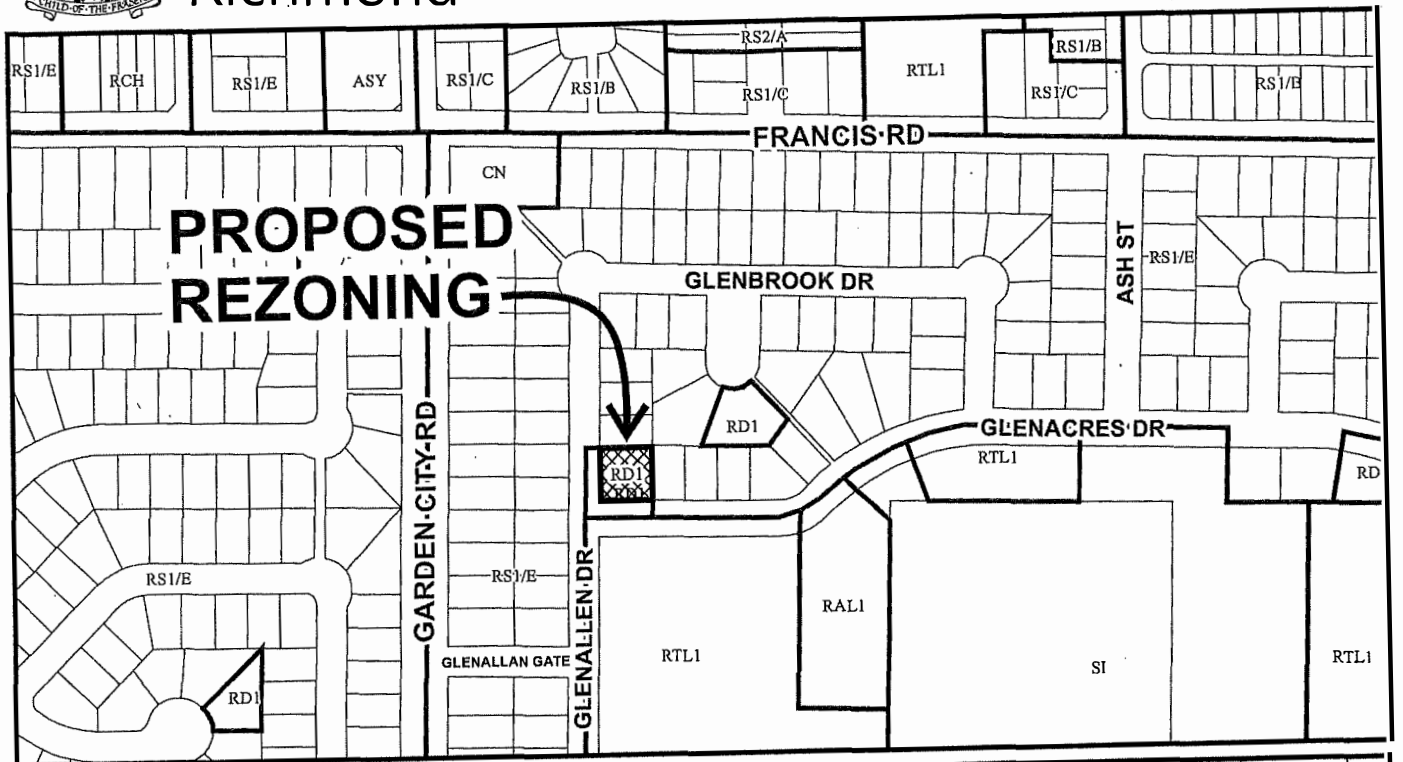


MAYOR

CORPORATE OFFICER



City of Richmond



RZ 16-745791

Original Date: 09/30/16

Revision Date:

Note: Dimensions are in METRES

GNCL - 445



**Development Permit Panel
Wednesday, January 16, 2019**

Time: 3:30 p.m.
Place: Council Chambers
Richmond City Hall
Present: John Irving, Chair
Laurie Bachynski, Director, Corporate Business Service Solutions
Peter Russell, Senior Manager, Sustainability and District Energy

The meeting was called to order at 3:30 p.m.

Minutes

It was moved and seconded

That the minutes of the meeting of the Development Permit Panel held on November 28, 2018 be adopted.

CARRIED

1. DEVELOPMENT PERMIT 16-754761
(REDMS No. 6013813 v. 2)

APPLICANT: Bene (Richmond) Development Ltd.

PROPERTY LOCATION: 6560, 6600, 6640 and 6700 No. 3 Road

INTENT OF PERMIT:

1. Permit the construction of a high-density, mixed-use development consisting of approximately 4,393 m² (47,286 ft²) of commercial and office floor area and approximately 166 residential units, including nine low-end market rental units, at 6560, 6600, 6640 and 6700 No. 3 Road on a site zoned "High Density Mixed Use (ZMU36) – Brighthouse Village (City Centre)"; and
2. Vary the provisions of Richmond Zoning Bylaw 8500 to reduce the front yard setback to No. 3 Road for portions of the building above 12.0 m from 0.5 m to 0.385 m.

Development Permit Panel

Wednesday, January 16, 2019

Applicant's Comments

Brady Dunlop, Dialog, with the aid of a video presentation (copy on file, City Clerk's Office), provided background information on the proposed development's site context, project concept, design rationale, and location of various uses.

Mr. Dunlop highlighted the following significant features of the project, among others:

- a mid-block/mid-frontage pedestrian plaza fronting No. 3 Road is proposed where all entrances to commercial, restaurant, office, and residential uses are located and activates and connects the variety of uses on the subject site; and
- outdoor amenity spaces are provided on different levels of the building and serve to provide connection to various spaces in the building.

James Godwin, Dialog, with the aid of a video presentation (copy on file, City Clerk's Office) briefed the Panel on the main landscaping features of the project, noting that (i) the proposed landscaping scheme reinforces the strong architectural forms and fosters connections to a variety of proposed building uses and (ii) the landscape strategy focuses on creating an oasis on No. 3 Road.

Mr. Godwin further noted that (i) separated bicycle and pedestrian routes are proposed along the No. 3 Road frontage, (ii) different paving materials are proposed to focus attention to key areas in the project such as the main pedestrian entrance to the building, (iii) a three-storey vertical green landscaping above the building's main entrance is proposed, (iv) the deep soil volume on the planted area on Level 4 can accommodate large trees, (v) the common outdoor residential amenity space on Level 5 is designed for active and passive uses, and (vi) local materials and native species are proposed for hard and soft landscaping.

Staff Comments

Wayne Craig, Director, Development noted that (i) the project includes nine affordable housing units secured by a housing agreement, (ii) there will be a District Energy Utility (DEU) facility that will be constructed as part of this development and transferred to the City, (iii) the project's comprehensive Transportation Demand Management strategy includes three car share spaces and vehicles, bicycle end-of-trip facilities for the commercial and office uses, bicycle repair facilities for the residential portion of the development, a transit pass program for residents, and a bus shelter contribution, and (iv) the development has been designed to achieve LEED Silver equivalency.

In addition, Mr. Craig further noted that (i) 24 Basic Universal Housing (BUH) housing units are provided, (ii) the project is designed to achieve the City's aircraft noise standards, and (iii) there is a significant Servicing Agreement associated with the project including site services and frontage works along No. 3 Road and the north-south City lane.

Development Permit Panel

Wednesday, January 16, 2019

Panel Discussion

In reply to queries from the Panel, the design team acknowledged that (i) three levels of parkade face the north-south City lane, (ii) non-invasive bamboo plants are proposed to be planted between the new sidewalk and the Level 1 parkade wall along the lane to provide visual interest to pedestrians and cyclists, (iii) the outdoor amenity area on Level 5 is intended for shared use of residents of market and affordable housing units, (iv) the landscape mounds with large trees on Level 4 is inaccessible, and (v) proposed hard surface paving materials for the outdoor amenity areas include concrete unit pavers and stone materials.

In reply to further queries from the Panel, the design team confirmed that (i) the proposed front yard setback variance to No. 3 Road relates to the thickening of the wall for increased insulation in the above grade portion of the tower façade so there is no impact on pedestrian circulation, (ii) a three-storey greenscreen cable system which consists of a series of planters, cables and vines is proposed above the mid-block pedestrian plaza, (iii) all residential parking stalls and the three car share spaces are provided with electric vehicle charging outlets, and (iv) visitors and delivery persons can access the residential units through the parkade and lobby spaces inside the parkade.

In reply to further queries from the Panel, the design team noted that (i) the three levels of parkade along the north-south lane will be screened with a perforated metal material with corrugated texture, (ii) there will be shared access points and shared use of amenity spaces for residents of market and affordable housing units, (iii) there is adequate separation between the tower and the slab building to the east of the tower, and (iv) there are no residential units in the tower directly facing the slab building.

Gallery Comments

George Smith, representative of the Richmond Masonic Temple Association which owns the property at 6740 No. 3 Road located immediately to the south of the subject site, expressed concern regarding the potential use of the property's surface parking stalls by visitors and customers intending to go to the subject site.

In response to Mr. Smith's concern, Mr. Craig advised that (i) there are 86 commercial parking stalls provided in the proposed development, and (ii) the applicant could provide notice to prospective building tenants that any parking should be on the subject site and not on the immediately adjacent property to the south.

Correspondence

None.

Development Permit Panel

Wednesday, January 16, 2019

Panel Discussion

The Panel expressed support for the project, noting that the applicant has put substantial effort into the project. In addition, the Panel expressed appreciation for the proposed mixed-uses of the development and the proposed landscaping on the ground and upper levels of the building.

Panel Decision

It was moved and seconded

That a Development Permit be issued which would:

- 1. Permit the construction of a high-density, mixed-use development consisting of approximately 4,393 m² (47,286 ft²) of commercial and office floor area and approximately 166 residential units, including nine low-end market rental units, at 6560, 6600, 6640 and 6700 No. 3 Road on a site zoned "High Density Mixed Use (ZMU36) – Brighthouse Village (City Centre)"; and*
- 2. Vary the provisions of Richmond Zoning Bylaw 8500 to reduce the front yard setback to No. 3 Road for portions of the building above 12.0 m from 0.5 m to 0.385 m.*

CARRIED

2. DEVELOPMENT PERMIT 18-832285

(REDMS No. 6031848)

APPLICANT: Aplin & Martin Consultants Inc.

PROPERTY LOCATION: 8140 Garden City Road

INTENT OF PERMIT:

Permit exterior renovations to the existing drive-through restaurant at 8140 Garden City Road on a site zoned "Community Commercial (CC)."

Applicant's Comments

Andrew Igel, Aplin and Martin Consultants, Inc., briefed the Panel on the intent of the subject development permit application, noting that the applicant is proposing to undertake exterior renovations to the existing drive-through restaurant to reflect the new corporate brand standard. In addition, Mr. Igel noted that the exterior renovations will include upgrades in materials, signage and lighting.

Noting the lack of presentation materials and a model, the Chair advised the applicant of the Panel's requirements for applicants making a presentation of their project to the Panel.

Development Permit Panel

Wednesday, January 16, 2019

Staff Comments

Mr. Craig noted that (i) the subject development permit application is relatively minor, (ii) the site has been reviewed for pedestrian connectivity, and (iii) staff conducted a visual inspection of the on-site landscaping approved through the previous Development Permit and determined that the landscaping has been maintained in good condition and no additional landscaping is being sought through this Development Permit.

Panel Discussion

In reply to queries from the Panel, Mr. Igel confirmed that (i) the existing greenery on the site is in good condition, and (ii) all existing landscaping will be maintained and any damage to the landscaping incurred during construction would be repaired or replaced.

The Chair noted that the existing mature trees around the subject site are not reflected in the applicant's submission and advised staff to work with the applicant to include all existing trees on the site in the landscape plans.

In response to a query from the Panel, Mr. Craig confirmed that there is a pre-existing free-standing signage on the subject site.

In response to a further query from the Panel, Mr. Igel commented that modifications to the existing signage will be subject to a separate sign permit application.

Gallery Comments

None.

Correspondence

None.

Panel Decision

It was moved and seconded

That a Development Permit be issued which would permit exterior renovations to the existing drive-through restaurant at 8140 Garden City Road on a site zoned "Community Commercial (CC)."

CARRIED

3. **Date of Next Meeting: January 30, 2019**

4. **Adjournment**

5.

Development Permit Panel
Wednesday, January 16, 2019

It was moved and seconded

That the meeting be adjourned at 4:15 p.m.

CARRIED

Certified a true and correct copy of the
Minutes of the meeting of the
Development Permit Panel of the Council
of the City of Richmond held on
Wednesday, January 16, 2019.

John Irving
Chair

Rustico Agawin
Committee Clerk



City of Richmond

Report to Council

To:	Richmond City Council	Date:	January 23, 2019
From:	Joe Erceg Chair, Development Permit Panel	File:	01-0100-20-DPER1- 01/2019-Vol 01
Re:	Development Permit Meeting Held on May 16, 2018		

Staff Recommendation

That the recommendation of the Panel to authorize the issuance of a Development Permit (DP 15-715522) for the property at 9251/9271 Beckwith Road be endorsed, and the Permit so issued.

Joe Erceg
Chair, Development Permit Panel
(604-276-4083)

SB:blg

Panel Report

The Development Permit Panel considered the following item at its meeting held on May 16, 2018.

DP 15-715522 – MATTHEW CHENG ARCHITECT INC. – 9251/9271 BECKWITH ROAD
(May 16, 2018)

The Panel considered a Development Permit application to permit the construction of a church on a site zoned “Auto Oriented Commercial (CA)” and partially designated as an Environmentally Sensitive Area (ESA). A variance is included in the proposal for a reduced interior side yard.

Architect, Matthew Cheng, of Matthew Cheng Architect Inc.; Registered Biologist, John Black, of JBL Environmental Services; and Landscape Architect, Cameron Woodruff, of PMG Landscape Architects, provided a brief presentation, noting that:

- A single-storey 700 m² church building is proposed for the subject site which is partially designated as an Environmentally Sensitive Area (ESA).
- The church building consists of, among others, a sanctuary, offices and classrooms for Sunday school uses and small group meetings only.
- The proposed building height is 9 m, which is below the maximum permitted height of 12 m.
- The proposed 52 parking spaces exceed the minimum Zoning Bylaw requirement.
- A variance for the minimum interior side yard setback is requested as there is an existing two-storey building on the property to the west that is located at the property boundary and to avoid a narrow 3 m gap between the two buildings.
- The property contains many ornamental trees and shrubs with limited habitat features.
- There is limited habitat in the area due to the extensive growth of invasive vegetation.
- Existing on-site trees which are in poor condition will be removed and replaced.
- 400 m² of ESA on City-owned Bridgeport Trail adjacent to the subject property will be cleared of invasive species.
- An on-site and off-site planting plan is proposed to offset habitat loss due to tree removal and vegetation clearing within the ESA.
- A three-year monitoring plan and post-planting maintenance for landscaping is proposed for on-site and off-site landscaping enhancements.
- Significant native planting is proposed on the north and east boundaries of the subject site.
- Proposed on-site planting includes some species which are symbolically related to the beliefs of the church.
- The row of six trees and native shrubs on the northern boundary of the site will be retained.
- The Horse Chestnut tree that will be removed will be replaced by two specimen trees.

In response to Panel queries, Mr. Black acknowledged that: (i) wildlife habitat could be better enhanced on a section of Bridgeport Trail than on the subject property; (ii) existing trees proposed to be removed are in poor condition and/or in conflict with the proposed development; (iii) on-site ESA is already overrun with invasive vegetation; and (iv) the applicant worked with Parks staff regarding the proposed off-site ESA enhancement scheme.

In response to a Panel query, Mr. Cheng noted that the proposed size of the loading space adjacent to the north property line meets the Zoning Bylaw requirement.

In response to a Panel query, staff advised that staff will work with the applicant to investigate opportunities for enhancing the landscaping on the north edge of the proposed loading space considering that the loading space will not be used frequently.

Staff noted that: (i) a variance is proposed to allow for the building to be located along the west property line in keeping with the existing two-storey building that is located to the west of the subject site; (ii) the applicant had reviewed the development plans with the owner of the adjacent property to the west and reported that the adjacent owner has no concerns with the proposal; (iii) there will be a Servicing Agreement for frontage improvements prior to Building Permit stage, as well as for the proposed ESA restoration on Bridgeport Trail which was reviewed by Parks Department; and (iv) the City will be securing a three-year landscaping monitoring period and a landscape security will be held by the City and released proportionally over the three-year period.

No correspondence was submitted to the Panel regarding the Development Permit application.

Subsequent to the meeting, the applicant revised the plans to shorten the length of the loading space and increase the landscaping in that freed up space between the loading space and the northern property boundary.

The Panel recommends the Permit be issued.