



City Council

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

**Monday, October 22, 2018
7:00 p.m.**

Pg. # ITEM

MINUTES

1. *Motion to:*

- | | |
|---------|---|
| CNCL-13 | (1) <i>adopt the minutes of the Regular Council meeting held on October 9, 2018;</i> |
| CNCL-23 | (2) <i>adopt the minutes of the Special Council meeting held on October, 9 2018 ; and</i> |
| CNCL-25 | (3) <i>adopt the minutes of the Regular Council meeting for Public Hearings held on October 15, 2018.</i> |



AGENDA ADDITIONS & DELETIONS

PRESENTATION

Alen Postolka, Manager, District Energy, to present the 2018 Innovative Energy Project of the Year Award for Canada for the delivery of the Alexandra District Energy Utility Phase 4 Project.

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. 17.

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
- Application to Amend Food Primary Liquor Licence - Kizami Japanese Cuisine Ltd. Doing Business As: Kizami at 120 – 8031 Leslie Road
- Application For a Permanent Change to Food Primary Liquor Licence # 307401 – Midam Cafe Richmond Ltd., Doing Business As: Midam Cafe & Bistro Richmond - 1110 - 4651 Garden City Road
- Housing Agreement Bylaw No. 9927 to Permit the City of Richmond to Secure Affordable Housing Units located at 3551, 3571, 3591, 3611 and 3631 Sexsmith Road (Polygon Development 218 Ltd.)
- Housing Agreement Bylaw No. 9934 to Permit the City of Richmond to Secure Affordable Housing Units located at 8071 and 8091 Park Road (Park Village Investments Ltd. and Grand Long Holdings Canada Ltd.)

Council Agenda – Monday, October 22, 2018

Pg. # ITEM

- Land use application for first reading (to be further considered at the Public Hearing on November 19, 2018):
 - 11951 Woodhead Road – Rezone from RS1/E to RC2 (Jagson Investments Ltd. – applicant)
- Revised Rezoning Considerations for the Application by 1004732 B.C. Ltd. for Rezoning at 6840 & 6860 No. 3 Road and 8051 Anderson Road from “Downtown Commercial (CDT1)” to “City Centre High Density Mixed Use with Office (ZMU31) – Brighthouse Village
- City Buildings – Enhanced Accessibility Design Guidelines and Technical Specifications
- Municipal Access Agreement with Freedom Mobile Inc.
- DCC Reserve Fund Expenditure Bylaws – DCC Front-ender Agreements for 4588 Dubbert Street and 4133 Stolberg Street
- 2018 Submission to the Investing in Canada Infrastructure Program Green Infrastructure – Environmental Quality Sub-Stream: Hamilton Area Sanitary Sewer And Pump Station

5. *Motion to adopt Items No. 6 through No. 16 by general consent.*



6. **COMMITTEE MINUTES**

That the minutes of:

- CNCL-29 (1) *the **Community Safety Committee** meeting held on October 9, 2018;*
- CNCL-34 (2) *the **General Purposes Committee** meeting held on October 15, 2018;*
- CNCL-49 (3) *the **Planning Committee** meeting held on October 16, 2018; and*
- CNCL-53 (4) *the **Public Works and Transportation Committee** meeting held on October 17, 2018;*

be received for information.



7. **APPLICATION TO AMEND FOOD PRIMARY LIQUOR LICENCE - KIZAMI JAPANESE CUISINE LTD. DOING BUSINESS AS: KIZAMI AT 120 - 8031 LESLIE ROAD**

(File Ref. No. 12-8275-30-001) (REDMS No. 5981322)

CNCL-57

See Page CNCL-57 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

- (1) *That the application from Kizami Japanese Cuisine Ltd., operating at 120 – 8031 Leslie Road, requesting to increase their hours of liquor service under Food Primary Liquor Licence No. 307680, from 9:00 AM to Midnight, Monday to Sunday, to 9:00 AM to 2:00 AM Monday to Sunday, be supported;*
- (2) *That a letter be sent to the Liquor and Cannabis Regulation Branch advising that:*
 - (a) *Council supports the amendment for an increase in liquor service hours on Food Primary Liquor Licence No. 307680 as the increase will not have a significant impact on the community; and*
 - (b) *The total person capacity will remain the same at 60 persons;*
- (3) *That Council's comments on the prescribed criteria (Section 71 of the Liquor Control and Licensing Regulations) are as follows:*
 - (a) *The potential for additional noise and traffic in the area was considered;*
 - (b) *The impact on the community was assessed through a community consultation process; and*
 - (c) *Given that there has been no history of non-compliance with the operation, the amendment to permit extended hours of liquor service under the Food Primary Liquor Licence should not change the establishment such that it is operated contrary to its primary purpose;*
 - (d) *As the operation of a licenced establishment may affect nearby residents, businesses and property owners, the impact assessment was conducted through the City's community consultation process as follows:*
 - (i) *Residents, businesses and property owners within a 50 meter radius of the subject property were notified by letter. The letter provided information on the application with instruction on how to submit comments or concerns; and*
 - (ii) *Signage was posted at the subject property and three public notices were published in a local newspaper. The signage and notice provided information on the*

application with instructions on how comments or concerns could be submitted;

- (e) *Council's comments and recommendations respecting the views of the residents, businesses and property owners are as follows:*
 - (i) *The community consultation process was completed as part of the application process; and*
 - (ii) *The community consultation process resulted in one supporting view submitted from a Richmond resident; and*
- (f) *Council recommends the approval of the permanent change to increase the service hours to the Food Primary Licence for the reasons that the addition of the service hours proposed is acceptable to the majority of the residents, businesses and property owners in the area and the community.*



Consent
Agenda
Item

8. **APPLICATION FOR A PERMANENT CHANGE TO FOOD PRIMARY LIQUOR LICENCE # 307401 - MIDAM CAFE RICHMOND LTD., DOING BUSINESS AS: MIDAM CAFE & BISTRO RICHMOND - 1110 - 4651 GARDEN CITY ROAD**
(File Ref. No. 12-8275-30-001) (REDMS No. 5983320)

CNCL-64

See Page CNCL-64 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

- (1) *That the application from Midam Café Richmond Ltd., doing business as : Midam Café & Bistro Richmond, operating at 1110 – 4651 Garden City Road, requesting to increase their hours of liquor service under Food Primary Liquor Licence No. 307401, from 9:00 AM to Midnight, Monday to Sunday, to 9:00 AM to 2:00 AM Monday to Sunday, be supported;*
- (2) *That a letter be sent to the Liquor and Cannabis Regulation Branch advising that:*
 - (a) *Council supports the amendment for an increase in liquor service hours on Food Primary Liquor Licence No. 307401 as the increase will not have a significant impact on the community; and*
 - (b) *The total person capacity will remain the same at 89 persons;*
- (3) *That Council's comments on the prescribed criteria (Section 71 of the Liquor Control and Licensing Regulations) are as follows:*
 - (a) *The potential for additional noise and traffic in the area was considered;*

- (b) *The impact on the community was assessed through a community consultation process;*
- (c) *Given that there has been no history of non-compliance with the operation, the amendment to permit extended hours of liquor service under the Food Primary Liquor Licence should not change the establishment such that it is operated contrary to its primary purpose; and*
- (d) *As the operation of a licenced establishment may affect nearby residents, businesses and property owners, the impact assessment was conducted through the City's community consultation process as follows:*
 - (i) *Residents, businesses and property owners within a 50 meter radius of the subject property were notified by letter. The letter provided information on the application with instruction on how to submit comments or concerns; and*
 - (ii) *Signage was posted at the subject property and three public notices were published in a local newspaper. The signage and notice provided information on the application with instructions on how comments or concerns could be submitted;*
- (e) *Council's comments and recommendations respecting the views of the residents, businesses and property owners are as follows:*
 - (i) *The community consultation process was completed as part of the application process; and*
 - (ii) *The community consultation process resulted in no submissions or comments from Richmond residents, businesses or property owners; and*
- (f) *Council recommends the approval of the permanent change to increase the service hours to the Food Primary Licence for the reasons that the addition of the service hours proposed is acceptable to the majority of the residents, businesses and property owners in the area and the community.*



Consent
Agenda
Item

9. **HOUSING AGREEMENT BYLAW NO. 9927 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 3551, 3571, 3591, 3611 AND 3631 SEXSMITH ROAD (POLYGON DEVELOPMENT 218 LTD.)**

(File Ref. No. 12-8060-20-009927; 08-4057-05) (REDMS No. 5950585 v. 5)

CNCL-70

See Page CNCL-70 for full report

PLANNING COMMITTEE RECOMMENDATION

That Housing Agreement (3551, 3571, 3591, 3611 and 3631 Sexsmith Road) Bylaw No. 9927 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with Polygon Development 218 Ltd. 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 17-778835.



Consent
Agenda
Item

10. **HOUSING AGREEMENT BYLAW NO. 9934 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 8071 AND 8091 PARK ROAD (PARK VILLAGE INVESTMENTS LTD. AND GRAND LONG HOLDINGS CANADA LTD.)**

(File Ref. No. 12-8060-20-009934; 08-4057-05) (REDMS No. 5971366 v. 3)

CNCL-95

See Page CNCL-95 for full report

PLANNING COMMITTEE RECOMMENDATION

That Housing Agreement (8071 and 8091 Park Road) Bylaw No. 9934 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with Park Village Investments Ltd. and Grand Long Holdings Canada Ltd. 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 17-779229.



Consent
Agenda
Item

11. **APPLICATION BY JAGSON INVESTMENTS LTD. FOR REZONING AT 11951 WOODHEAD ROAD FROM SINGLE DETACHED (RS1/E) TO COMPACT SINGLE DETACHED (RC2)**

(File Ref. No. 12-8060-20-009857; RZ 17-775098) (REDMS No. 5859422)

CNCL-121

See Page CNCL-121 for full report

PLANNING COMMITTEE RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9857, for the rezoning of 11951 Woodhead Road from "Single Detached (RS 1/E)" to "Compact Single Detached (RC2)", be introduced and given first reading.



Consent
Agenda
Item

12. **REVISED REZONING CONSIDERATIONS FOR THE APPLICATION BY 1004732 B.C. LTD. FOR REZONING AT 6840 & 6860 NO. 3 ROAD AND 8051 ANDERSON ROAD FROM “DOWNTOWN COMMERCIAL (CDT1)” TO “CITY CENTRE HIGH DENSITY MIXED USE WITH OFFICE (ZMU31) - BRIGHOUSE VILLAGE**

(File Ref. No. 12-8060-20-009510; RZ 14-678448) (REDMS No. 5977623 v. 1D)

CNCL-140

See Page CNCL-140 for full report

PLANNING COMMITTEE RECOMMENDATION

That the rezoning considerations associated with Richmond Zoning Bylaw 8500, Amendment Bylaw 9510, for the rezoning of 6840 & 6860 No. 3 Road and 8051 Anderson Road from “Downtown Commercial (CDT1)” to “City Centre High Density Mixed Use with Office (ZMU31) - Brighthouse Village”, be revised to remove the rezoning considerations requiring off-site statutory rights of way and modify additional considerations consequential to this change.



Consent
Agenda
Item

13. **CITY BUILDINGS – ENHANCED ACCESSIBILITY DESIGN GUIDELINES AND TECHNICAL SPECIFICATIONS**

(File Ref. No. 06-2050-01) (REDMS No. 5869509 v. 14)

CNCL-230

[See Page CNCL-230 for full report](#)

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
RECOMMENDATION

That the proposed “City of Richmond Enhanced Accessibility Design Guidelines and Technical Specifications” presented as Attachment 1 of this report, and as described in the report dated September 12, 2018, from the Senior Manager, Capital Buildings Project Development and Manager, Community Social Development, be endorsed and used in planning for future corporate facilities.



Consent
Agenda
Item

14. **MUNICIPAL ACCESS AGREEMENT WITH FREEDOM MOBILE INC.**

(File Ref. No. 10-6060-01) (REDMS No. 5974056 v. 2)

CNCL-289

[See Page CNCL-289 for full report](#)

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
RECOMMENDATION

That the Chief Administrative Officer and the General Manager, Engineering & Public Works be authorized to execute, on behalf of the City, a Municipal Access Agreement between the City and Freedom Mobile Inc. containing the material terms and conditions set out in the staff report titled, “Municipal Access Agreement with Freedom Mobile Inc.”, dated September 11, 2018 from the Director, Engineering.



Consent
Agenda
Item

15. **DCC RESERVE FUND EXPENDITURE BYLAWS – DCC FRONT-ENDER AGREEMENTS FOR 4588 DUBBERT STREET AND 4133 STOLBERG STREET**

(File Ref. No. 03-1000-08-033; 12-8060-20-009847/009783) (REDMS No. 5973005 v. 4; 5772449; 5612345)

CNCL-292

[See Page CNCL-292 for full report](#)

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
RECOMMENDATION

(1) *That DCC Reserve Fund Expenditure (4588 Dubbert Street) Bylaw No. 9847 be introduced and given first, second and third readings; and*

- (2) *That DCC Reserve Fund Expenditure (4033, 4099 and 4133 Stolberg Street and 9388 Cambie Road) Bylaw No. 9783 be introduced and given first, second and third readings.*



Consent
Agenda
Item

16. **2018 SUBMISSION TO THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM GREEN INFRASTRUCTURE – ENVIRONMENTAL QUALITY SUB-STREAM: HAMILTON AREA SANITARY SEWER AND PUMP STATION**

(File Ref. No. 10-6060-01) (REDMS No. 5998958)

CNCL-327

See Page CNCL-327 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE RECOMMENDATION

- (1) *That the submission to the Investing in Canada Infrastructure Program Green Infrastructure – Environmental Quality Sub-Stream requesting funding for up to 73.33% of the \$1,700,000 cost for the Hamilton Area Sanitary Sewer and Pump Station project be endorsed;*
- (2) *That the Chief Administrative Officer and the General Manager of Engineering and Public Works be authorized to enter into funding agreements with the Government of Canada and/or the Province of BC 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.*



CONSIDERATION OF MATTERS REMOVED FROM THE CONSENT AGENDA

PUBLIC ANNOUNCEMENTS AND EVENTS

NEW BUSINESS

BYLAWS FOR ADOPTION

CNCL-331	Permissive Exemption (2019) Bylaw No. 9893 Opposed at 1 st /2 nd /3 rd Readings – None.	<input type="checkbox"/>
CNCL-366	Housing Agreement (0892691 B.C. Ltd. – Minglian) Bylaw No. 9910 Opposed at 1 st /2 nd /3 rd Readings – None.	<input type="checkbox"/>
CNCL-389	Alexandra District Energy Utility Bylaw No. 8641, Amendment Bylaw No. 9919 Opposed at 1 st /2 nd /3 rd Readings – None.	<input type="checkbox"/>
CNCL-391	Oval Village District Energy Utility Bylaw No. 9134, Amendment Bylaw No. 9920 Opposed at 1 st /2 nd /3 rd Readings – None.	<input type="checkbox"/>
CNCL-393	Solid Waste & Recycling Regulation Bylaw No. 6803, Amendment Bylaw No. 9941 Opposed at 1 st /2 nd /3 rd Readings – None.	<input type="checkbox"/>
CNCL-398	Waterworks and Water Rates Bylaw No. 5637, Amendment Bylaw No. 9942 Opposed at 1 st /2 nd /3 rd Readings – None.	<input type="checkbox"/>
CNCL-407	Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551, Amendment Bylaw No. 9943 Opposed at 1 st /2 nd /3 rd Readings – None.	<input type="checkbox"/>

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Pg. # ITEM

- CNCL-411** Richmond Zoning Bylaw No. 8500, Amendment **Bylaw No. 9859**
(6340 No. 3 Road, RZ 17-773703)
Opposed at 1st Reading – None.
Opposed at 2nd/3rd Readings – None.

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- CNCL-418** Housing Agreement (7960 Alderbridge Way and 5333 and 5411 No. 3 Road)
Bylaw No. 9933
Opposed at 1st/2nd/3rd Readings – Cllr. Day

☐

DEVELOPMENT PERMIT PANEL

17. RECOMMENDATION

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

- CNCL-442** (1) *That the **minutes** of the Development Permit Panel meeting held on September 26, 2018, and the **Chair's report** for the Development Permit Panel meetings held on September 26, 2018, be received for information; and*
- CNCL-474** (2) *That the recommendation of the Panel to authorize the issuance of a Development Permit (DP 18-822743) for the property at 6340 No. 3 Road be endorsed, and the Permit so issued.*

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ADJOURNMENT

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Regular Council

Tuesday, October 9, 2018

Place: Council Chambers
Richmond City Hall

Present: Mayor Malcolm D. Brodie
Councillor Chak Au
Councillor Derek Dang
Councillor Carol Day
Councillor Ken Johnston
Councillor Alexa Loo
Councillor Bill McNulty
Councillor Linda McPhail
Councillor Harold Steves

Acting Corporate Officer – Claudia Jesson

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

RES NO. ITEM

MINUTES

R18/17-1 1. It was moved and seconded
That:

- (1) *the minutes of the Regular Council meeting held on September 24, 2018, be adopted as circulated; and*
- (2) *the Metro Vancouver 'Board in Brief' dated September 28, 2018, be received for information.*



Regular Council
Tuesday, October 9, 2018

The question on the motion was not called as, in response to a question from Council, Mayor Brodie noted that further information regarding the Metro Vancouver Walkability Surface Project could be distributed to Council. In further response to queries from Council, Mayor Brodie remarked that Affordable Housing Reserve Fund Bylaw No. 1272 is to set up a separate statutory reserve for building or improvement for future developments within Metro Vancouver.

In response to questions from Council regarding the implications of the *Cannabis Control and Licensing Act* on strata corporations, staff advised that (i) the Province has just finalized their regulations on cannabis, (ii) staff have not received any requests for information on cannabis regulations for individual stratas, and (iii) that staff will advise Council if any inquiries are received.

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

AGENDA ADDITIONS & DELETIONS

The Acting Corporate Officer noted that the applicant has requested the Bylaw Amendment be withdrawn.

R18/17-2

It was moved and seconded

That Item No. 11– “Business Regulation Bylaw No. 7538, Amendment Bylaw No. 9938 4451 No 3 Road Unit 203” be deleted from the Council Agenda.

CARRIED

PRESENTATION

Milton Chan, Manager, Engineering Design and Construction and Ashifa Dhanani, Executive Director, Public Works Association of British Columbia (PWABC), presented the 2018 Project of the Year Award from the PWABC for the No. 2 Road North Drainage Pump Station.

Mr. Chan noted that the factors considered by PWABC for the award were innovation and design, benefit to the community, quality of the final work, environmental considerations, and complexity of the work.

2.



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Ms. Dhanani commended the City of Richmond's Pump Station upgrade project for its innovative and creative design and protection of the surrounding natural habitat.

COMMITTEE OF THE WHOLE

- R18/17-3 2. It was moved and seconded
That Council resolve into Committee of the Whole to hear delegations on agenda items (7:08 p.m.).

CARRIED

3. Delegations from the floor on Agenda items.

Item No. 12 – Amendments to the Consolidated 5 Year Financial Plan (2018-2022) Bylaw No. 9800

Don Flintoff, 6071 Dover Road, expressed concern regarding the proposed amendments to the Consolidated 5-Year Financial Plan and offered remarks regarding various budgetary increases to the total amended capital program and operating expenses. In addition, Mr. Flintoff raised concern with the figures in relation to tax implications and queried the timing of the consideration of the proposed changes to the 5-Year Financial Plan.

- R18/17-4 4. It was moved and seconded
That Committee rise and report (7:10 p.m.).

CARRIED

CONSENT AGENDA

- R18/17-5 5. It was moved and seconded
That Items No. 6 through No. 19 be adopted by general consent.

The question on the motion was not called as it was agreed amongst Council that Item No. 17 – "Housing Agreement Bylaw No. 9933 to Permit the City of Richmond to Secure Affordable Housing Units Located at 7960 Alderbridge Way and 5333 and 5411 No. 3 Road (0989705 B.C. Ltd.)" be removed from the Consent Agenda.

3.



**Regular Council
Tuesday, October 9, 2018**

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

6. COMMITTEE MINUTES

That the minutes of:

- (1) the Parks, Recreation and Cultural Services Committee meeting held on September 25, 2018;*
 - (2) the General Purposes Committee meeting held on October 1, 2018;*
 - (3) the Finance Committee meeting held on October 1, 2018; and*
 - (4) the Planning Committee meeting held on October 2, 2018;*
- be received for information.*

ADOPTED ON CONSENT

7. VOLUNTEER MANAGEMENT STRATEGY 2018-2021

(File Ref. No. 01-0370-20-006; 05-1875-01) (REDMS No. 5950036 v. 13; 5981842)

- (1) That the staff report titled "Volunteer Management Strategy 2018-2021," dated September 7, 2018, from the Director, Recreation Services, be received for information; and*
- (2) That the Volunteer Management Strategy 2018-2021, be adopted by Richmond City Council.*

ADOPTED ON CONSENT

8. DRAFT RECREATION AND SPORT STRATEGY 2018-2023

(File Ref. No. 01-0370-20-003) (REDMS No. 5883869 v. 11; 5973439)

- (1) That the Draft Recreation and Sport Strategy 2018-2023, included as Attachment 1 of the staff report titled "Draft Recreation and Sport Strategy 2018-2023," dated September 17, 2018, from the Director, Recreation Services, be adopted for the purpose of seeking stakeholder validation of the strategy; and*



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- (2) *That the Final Recreation and Sport Strategy 2018-2023, including the results of the stakeholder validation, as outlined in the staff report titled "Draft Recreation and Sport Strategy 2018-2023," dated September 17, 2018, from the Director, Recreation Services, be reported back to the Parks, Recreation and Cultural Services Committee.*

ADOPTED ON CONSENT

9. VANCOUVER INTERNATIONAL AIRPORT (YVR) TEMPLETON DEVELOPMENT UPDATE

(File Ref. No. 08-4050-14; 01-0153-01) (REDMS No. 5992998; 5992998; 5996112)

That staff:

- (1) *schedule a meeting between Council and the Vancouver Airport Authority Board;*
- (2) *prepare correspondence to the Federal Minister of Transport; and*
- (3) *contact Government of Canada departments and elected officials previously contacted by the Burkeville community;*

to discuss concerns with the Templeton development.

ADOPTED ON CONSENT

10. 2019 DISTRICT ENERGY UTILITY RATES

(File Ref. No. 10-6600-10-02; 12-8060-20-009919/009920) (REDMS No. 5939918 v. 8; 5961037; 5961028)

- (1) *That the Alexandra District Energy Utility Bylaw No. 8641, Amendment Bylaw No. 9919 be introduced and given first, second and third readings; and*
- (2) *That the Oval Village District Energy Utility Bylaw No. 9134, Amendment Bylaw No. 9920 be introduced and given first, second and third readings.*

ADOPTED ON CONSENT



Regular Council
Tuesday, October 9, 2018

**11. BUSINESS REGULATION BYLAW NO. 7538, AMENDMENT
BYLAW NO. 9938 4451 NO 3 ROAD UNIT 203**

(File Ref. No. 12-8060-20-009938) (REDMS No. 5976987 v. 2; 5977392)

Please see Agenda Additions and Deletions for action on this item (Page 2).

**12. AMENDMENTS TO THE CONSOLIDATED 5 YEAR FINANCIAL
PLAN (2018-2022) BYLAW NO. 9800**

(File Ref. No. 12-8060-20-009904) (REDMS No. 5972533 v. 10; 5972984)

That the Consolidated 5 Year Financial Plan (2018-2022) Bylaw No. 9800, Amendment Bylaw No. 9904, which incorporates and puts into effect the changes as outlined in the staff report titled "Amendments to the Consolidated 5 Year Financial Plan (2018-2022) Bylaw No. 9800" dated September 25, 2018 from the GM, Finance and Corporate Services, be introduced and given first, second and third readings.

ADOPTED ON CONSENT

13. PERMISSIVE EXEMPTION (2019) BYLAW NO. 9893 RTC

(File Ref. No. 12-8060-20-009893) (REDMS No. 5869998 v. 3; 5870025 v. 3)

That Permissive Exemption (2019) Bylaw No. 9893 be introduced and given first, second and third readings.

ADOPTED ON CONSENT

**14. CONSOLIDATED FEES BYLAW NO. 8636, AMENDMENT BYLAW
NO. 9897**

(File Ref. No. 12-8060-20-009897) (REDMS No. 5950136; 5929485)

That Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 9897 be introduced and given first, second and third readings.

ADOPTED ON CONSENT



**Regular Council
Tuesday, October 9, 2018**

15. 2019 UTILITY BUDGETS AND RATES

(File Ref. No. 03-0970-01; 12-8060-20-009941/009942/009943; 10-6600-01; 10-6650-01; 10-6400-01; 10-6370-01; 10-6045-01) (REDMS No. 5920625 v. 7; 5988296; 5983364; 5987369; 5982873)

- (1) *That the 2019 Utility Budgets, as outlined under Option 1 for Water, Option 1 for Sewer, Option 2 for Drainage and Diking, and Option 3 for Solid Waste and Recycling, as contained in the staff report dated September 11, 2018 from the General Manager of Finance & Corporate Services and the Deputy CAO and General Manager of Engineering & Public Works, be approved as the basis for establishing the 2019 Utility Rates and preparing the 5 Year Financial Plan (2019-2023) Bylaw; and*
- (2) *That each of the following bylaws be introduced and given first, second, and third readings:*
 - (a) *Waterworks and Water Rates Bylaw No. 5637, Amendment Bylaw No. 9942;*
 - (b) *Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551, Amendment Bylaw No. 9943; and*
 - (c) *Solid Waste & Recycling Regulation Bylaw No. 6803, Amendment Bylaw No. 9941.*

ADOPTED ON CONSENT

16. HOUSING AGREEMENT BYLAW NO. 9910 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS AT 8091 CAPSTAN WAY (0892691 B.C. LTD. – MINGLIAN)

(File Ref. No. 12-8060-20-009910; 08-4057-05) (REDMS No. 5928720 v. 5; 5930453)

That Housing Agreement (0892691 B.C. Ltd. – Minglian) Bylaw No. 9910 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 15-699647.

ADOPTED ON CONSENT



**Regular Council
Tuesday, October 9, 2018**

17. **HOUSING AGREEMENT BYLAW NO. 9933 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 7960 ALDERBRIDGE WAY AND 5333 AND 5411 NO. 3 ROAD (0989705 B.C. LTD.)**

(File Ref. No. 12-8060-20-009933; RZ 15-692485) (REDMS No. 5973683 v. 4; 5974248)

Please see Consideration of Items Removed from the Consent Agenda for action on this item (Page 9).

18. **APPLICATION BY MELISSA BALBACK FOR REZONING AT 3440/3460 BLUNDELL ROAD FROM TWO-UNIT DWELLINGS (RD1) TO SINGLE DETACHED (RS2/B)**

(File Ref. No. 12-8060-20-009930; RZ 18-821823) (REDMS No. 5967838; 5968223)

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9930, for the rezoning of 3440/3460 Blundell Road from "Two-Unit Dwellings (RD1)" to "Single Detached (RS2/B)", be introduced and given first reading.

ADOPTED ON CONSENT

19. **PROPOSED OFFICIAL COMMUNITY PLAN/CITY CENTRE AREA PLAN AMENDMENT, LANSDOWNE SHOPPING CENTRE MASTER LAND USE PLAN – PUBLIC CONSULTATION SUMMARY AND REQUEST TO ENDORSE THE CONCEPT MASTER LAND USE PLAN**

(File Ref. No. CP 15-717017; 08-4045-20-10-LV; 08-4045-20-10) (REDMS No. 5909756 v. 11; 5992427)

That the Concept Master Land Use Plan be endorsed to proceed toward finalizing the Master Land Use Plan and Official Community Plan (OCP)/City Centre Area Plan (CCAP) amendments, and developing an Implementation Strategy.

ADOPTED ON CONSENT

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



Regular Council
Tuesday, October 9, 2018

17. HOUSING AGREEMENT BYLAW NO. 9933 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 7960 ALDERBRIDGE WAY AND 5333 AND 5411 NO. 3 ROAD (0989705 B.C. LTD.)

(File Ref. No. 12-8060-20-009933; RZ 15-692485) (REDMS No. 5973683 v. 4; 5974248)

R18/17-6

It was moved and seconded

That Housing Agreement (7960 Alderbridge Way and 5333 and 5411 No. 3 Road) Bylaw No. 9933 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with 0989705 B.C. Ltd. 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 and Market Rental Units required by the Rezoning Application RZ 15-692485.

The question on the motion was not called as Kim Somerville, Manager, Community Social Development, in response to questions from Council, advised that the application is subject to the previous five percent affordable housing contribution rate however the proposed affordable housing units do meet the 30% family friendly requirements.

CARRIED

Opposed: Cllr. Day

PUBLIC ANNOUNCEMENTS AND EVENTS

Mayor Brodie announced that top-up funding of \$150 per participant, to a maximum of \$15,000, for the EnerGuide Home Evaluation Rebate for homes in Richmond has been endorsed. The Mayor further noted that staff have been authorized to execute a funding agreement with the Provincial government, BC Hydro and Fortis BC to implement this program.

Mayor Brodie announced that the City Solicitor has been granted authorization to commence legal action or proceeding and to seek injunctive relief against Roy Jantunen, Paul Jantunen, and Helen Jantunen in order to render their properties at 19200, 19300 and 19380 River Road compliant with the City's Soil Bylaw, prevent further depositing fill/materials on their properties or on the City's Road, and compel the removal of the unlawfully deposited fill from the City's unopened Road Allowance which runs along the south lot lines of the Jantunen Properties.



Regular Council
Tuesday, October 9, 2018

Mayor Brodie also announced that the Memorandum of Understanding between the City of Richmond, the British Columbia Housing Management Commission (BC Housing), and RainCity Housing and Support Society (RainCity Housing) for the Modular Supportive Housing at 7300 Elmbridge Way has now been executed.

BYLAWS FOR ADOPTION

R18/17-7

It was moved and seconded

That the following bylaws be adopted:

*Bylaw Enforcement Officer Bylaw No. 9742, Amendment Bylaw No. 9846;
and*

*City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No.
9921.*

CARRIED

ADJOURNMENT

R18/17-8

It was moved and seconded

That the meeting adjourn (8:09 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
Tuesday, October 9, 2018.

Mayor (Malcolm D. Brodie)

Acting Corporate Officer (Claudia Jesson)



**Special Council
Tuesday, October 9, 2018**

Place: Anderson Room
Richmond City Hall

Present: Mayor Malcolm D. Brodie
Councillor Chak Au
Councillor Derek Dang
Councillor Carol Day
Councillor Ken Johnston
Councillor Alexa Loo
Councillor Bill McNulty
Councillor Linda McPhail
Councillor Harold Steves

Acting Corporate Officer – Claudia Jesson

Call to Order: Mayor Brodie called the meeting to order at 4:01 p.m.

RES NO. ITEM

FINANCE AND CORPORATE SERVICES DIVISION

**1. REPORT TO SEEK INJUNCTIVE RELIEF AND NOTICE ON TITLE
FOR 11111 BIRD ROAD**

(File Ref. No.: 12-8080-03; 12-8360-02) (REDMS No. 5970638 v. 3)

In response to questions from Council, Carli Williams, Manager, Community Bylaws and Licencing, remarked that staff have escalated enforcement on the property, including numerous inspections.

Amarjit Gill, a neighbouring property owner, spoke on behalf of Mohinder Sandhu, property owner of 11111 Bird Road, noting that Mr. Sandhu is willing to work with the City to resolve the matter cooperatively without proceeding to court. In response to questions from Council, Mr. Gill remarked that (i) Mr. Sandhu is currently working to remove the illegal suites and construction on site to abide by City bylaws, and (ii) there are currently approximately 6 or 7 families or 14 or 15 people occupying the property.



Special Council
Tuesday, October 9, 2018

RES NO. ITEM

In further response to queries from Council, Ms. Williams advised that staff have already asked for the illegal suites to be removed, if the property owner is willing to cooperate, staff could proceed with a consent agreement with reasonable timelines. She further remarked that staff would still advise filing a notice on title if a consent agreement was signed.

SP18/4-1

It was moved and seconded

- (1) *That Council authorize the City Solicitor, in their discretion, to instruct external legal counsel to commence a legal action or proceeding and to seek injunctive relief to render the property at 11111 Bird Road compliant with City Bylaws; and*
- (2) *That, according to Section 57 of the Community Charter, City staff be directed to file a notice against land title that building regulations have been contravened in respect to the building located at 11111 Bird Road.*

CARRIED

ADJOURNMENT

SP18/4-2

It was moved and seconded

That the meeting adjourn (4:09 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 Tuesday, October 9, 2018.

Mayor (Malcolm D. Brodie)

Acting Corporate Officer (Claudia Jesson)



**Regular Council meeting for Public Hearings
Monday, October 15, 2018**

Place: Council Chambers
Richmond City Hall

Present: Mayor Malcolm D. Brodie
Councillor Chak Au
Councillor Derek Dang
Councillor Carol Day
Councillor Ken Johnston
Councillor Alexa Loo
Councillor Bill McNulty
Councillor Linda McPhail
Councillor Harold Steves

Claudia Jesson, Acting Corporate Officer

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

Mayor Brodie advised that Item No. 5 – Application by GBL Architects for Official Community Plan Bylaws 7100 and 9000, Amendment Bylaw 9892 for 6551 No. 3 Road will be considered at the November 19, 2018 Public Hearing.

Accordingly, the following **motion** was introduced:

PH18/9-1 It was moved and seconded

That the Application by GBL Architects for Official Community Plan Bylaws 7100 and 9000, Amendment Bylaw 9892 for 6551 No. 3 Road be deferred to the November 19, 2018 Public Hearing scheduled for 7:00 p.m. in Council Chambers at Richmond City Hall.

CARRIED



**Regular Council meeting for Public Hearings
Monday, October 15, 2018**

1. **RICHMOND ZONING BYLAW 8500, AMENDMENT BYLAW 9905**
(Location: 10320 Lassam Road; Applicant: Enrich Custom Homes Ltd.)

Applicant's Comments:

The applicant was available to respond to queries.

Written Submissions:

None.

Submissions from the floor:

None.

PH18/9-2

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9905 be given second and third readings.

CARRIED

2. **RICHMOND ZONING BYLAW 8500, AMENDMENT BYLAW 9915
AND RICHMOND ZONING BYLAW 8500, AMENDMENT BYLAW
9914**

(Location: City-wide, 8820, 8840, 8860, 8880, 8900, 8911 and 8931 Spires Road and the surplus portion of the Spires Road road allowance; Applicant: City of Richmond, Alabaster Aequin Limited Partnership and PLLR 228 Holdings Ltd.)

Applicant's Comments:

The applicant was available to respond to queries.

Written Submissions:

None.

Submissions from the floor:

None.

PH18/9-3

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9915 be given second and third readings.

CARRIED



**Regular Council meeting for Public Hearings
Monday, October 15, 2018**

PH18/9-4 It was moved and seconded
*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9914 be given
second and third readings.*

CARRIED

PH18/9-5 It was moved and seconded
That Richmond Zoning Bylaw 8500, Amendment Bylaw 9915 be adopted.

CARRIED

3. RICHMOND ZONING BYLAW 8500, AMENDMENT BYLAW 9918
(Location: 11480 and 11482 King Road; Applicant: 1105061 B.C. Ltd.)

Applicant's Comments:

The applicant was available to respond to queries.

Written Submissions:

None.

Submissions from the floor:

None.

PH18/9-6 It was moved and seconded
*That Richmond Zoning Bylaw 8500, Amendment Bylaw 9918 be given
second and third readings.*

CARRIED

4. TEMPORARY COMMERCIAL USE PERMIT (TU 18-830948)
(Location: 2980 No. 3 Road; Applicant: IBI Group Architects Inc.)

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, October 15, 2018**

PH18/9-7

It was moved and seconded

That a Temporary Commercial Use Permit at 2980 No. 3 Road to allow for the marketing and sale of office and industrial strata units associated with the development at 9466 Beckwith Road for a period of three years from the date of issuance be issued.

CARRIED

**5. OFFICIAL COMMUNITY PLAN BYLAWS 7100 AND 9000,
AMENDMENT BYLAW 9892**

(Location: 6551 No. 3 Road; Applicant: GBL Architects)

Please see Page 1 for action on this matter.

ADJOURNMENT

PH18/9-8

It was moved and seconded

That the meeting adjourn (7:09 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, October 15, 2018.

Mayor (Malcolm D. Brodie)

Acting Corporate Officer (Claudia Jesson)



Community Safety Committee

Date: Tuesday, October 9, 2018

Place: Anderson Room
Richmond City Hall

Present: Councillor Bill McNulty, Chair
Councillor Derek Dang, Vice-Chair
Councillor Ken Johnston
Councillor Alexa Loo
Councillor Linda McPhail
Mayor Malcolm Brodie

Also Present: Councillor Chak Au
Councillor Carol Day
Councillor Harold Steves

Call to Order: The Chair called the meeting to order at 4:13 p.m.

MINUTES

It was moved and seconded

That the minutes of the meeting of the Community Safety Committee held on September 11, 2018, be adopted.

CARRIED

NEXT COMMITTEE MEETING DATE

November 14, 2018, (tentative date) at 4:00 p.m. in the Anderson Room

Community Safety Committee
Tuesday, October 9, 2018

COMMUNITY SAFETY DIVISION

1. COMMUNITY BYLAWS MONTHLY ACTIVITY REPORT - AUGUST 2018

(File Ref. No. 12-8060-01) (REDMS No. 5968425)

It was moved and seconded

That the staff report titled "Community Bylaws Monthly Activity Report - August 2018", dated September 19, 2018, from the General Manager, Community Safety, be received for information.

CARRIED

2. RICHMOND FIRE-RESCUE MONTHLY ACTIVITY REPORT – AUGUST 2018

(File Ref. No. 09-5000-01) (REDMS No. 5972396)

Committee commended Richmond Fire-Rescue (RFR) and staff on their recognition at the 39th Service Battalion open house held on September 29, 2018 for the outstanding coordination of working together to combat the bog fire.

Tim Wilkinson, Fire Chief, commented that during the bog fire incident, RFR was visited by high-ranking Canadian military personnel who awarded Deputy Chief Jim Wishlove a commemorative medal as a special award.

It was moved and seconded

That the staff report titled "Richmond Fire-Rescue Monthly Activity Report – August 2018", dated September 17, 2018 from the Fire Chief, Richmond Fire-Rescue, be received for information.

CARRIED

3. FIRE CHIEF BRIEFING

(Verbal Report)

Item for discussion:

(i) Fire Prevention Week

Chief Wilkinson advised that Fire Prevention Week runs from October 7 to 13, 2018 and this year's theme is "look, listen, and learn", to promote awareness of electrical safety and the correct use of smoke detectors and fire extinguishers. He further advised that signs have been posted at fire halls regarding the event.

Community Safety Committee
Tuesday, October 9, 2018

(ii) “The World is Not Your Ashtray” Campaign

Chief Wilkinson noted that from June 21 to September 21, 2018 there were 231 reported fires, 136 of which were caused by cigarettes. He further remarked that staff aim to improve this number and average fires per day have reduced from three last year to 1.5.

4. RCMP MONTHLY ACTIVITY REPORT – AUGUST 2018

(File Ref. No. 09-5000-01) (REDMS No. 5951777 v. 2)

Will Ng, Superintendent, Officer in Charge, highlighted that there has been an increase in the number of break and enter instances over the summer months. He further remarked that officers have been successful in recent weeks arresting five suspects in active break and enters in progress, four of which are prolific offenders.

In response to questions from Committee, Superintendent Ng advised that (i) there have been three confirmed homicides in the City this year, down from eight last year, which have not been associated with organized crime and IHIT is fully engaged in the investigations, (ii) Richmond RCMP have put out a news release following the arrest of one of the five suspects in the active break and enters and another media release regarding the other arrests is forthcoming, (ii) Richmond RCMP released the initial safety advisory regarding break and enters to notify residents, and (iii) prolific offenders are usually targeted because of the number of incidents they are involved with and RCMP increase enforcement accordingly.

Discussion further took place and it was suggested that a media release be issued as this would be valuable information for residents.

In further response to questions from Committee, Superintendent Ng noted that RCMP are exploring the use of new technology with regard to video registry for cameras in personal residences and a progress report could be provided.

In response to further queries from Committee in regards to compromised dwellings following clandestine drug laboratory activities, Carli Williams, Manager, Community Bylaws and Licencing, clarified that staff recommend to property owners or landlords that the home be completely remediated and air quality sampling be completed. She further noted that re-occupation is typically not granted until the home has passed inspection.

Community Safety Committee
Tuesday, October 9, 2018

In further response to questions, Superintendent Ng commented that RCMP investigate the criminal aspect of the activity and put forward appropriate charges. Ms. Williams remarked that (i) the City steps in following the RCMP investigation, (ii) inspection of the property is required by the landlord at least once every three months under the Property Maintenance and Report Bylaw No. 7897, and (iii) vacant properties must remain secure but there are no time limits in the bylaw.

Superintendent Ng, in response to further questions from Committee in regards to the Lower Mainland Integrated Police Dog Services (IPDS), noted that Richmond RCMP share the unit with Delta and that response time depends on where they are deployed from or when they are able to respond following another incident they may already be attending.

It was moved and seconded

That the report titled "RCMP Monthly Activity Report – August 2018", dated September 12, 2018, from the Officer in Charge, Richmond RCMP Detachment, be received for information.

CARRIED

5. RCMP/OIC BRIEFING

(Verbal Report)

Items for discussion:

(i) Cops for Cancer

Superintendent Ng commented that one officer completed a ride of over 900 km as a part of the event and that a total of \$17,600 had been raised. He further remarked that in the last 12 years, over \$180,000 had been raised by Richmond for the event.

(ii) Introduction of Inspector Kori Powers, Operations Support Officer

Superintendent Ng noted that Inspector Powers was unable to attend and would be introduced at the next Community Safety meeting.

(iii) Proactive Policing

Superintendent Ng advised that RCMP have initiated enhanced patrols including an in-house patrol in the evenings. He further noted that the patrols include four additional officers to target break and entering. In response to queries from Committee, Superintendent Ng advised that the additional four officers are overtime hours and that RCMP are monitoring their hours.

Community Safety Committee
Tuesday, October 9, 2018

6. **COMMITTEE STANDING ITEM**

E-Comm

The Chair advised that the Strategic Plan is in final draft and that the report most likely will be finalized in January or February following a consultative process.

7. **MANAGER'S REPORT**

None.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:39 p.m.).

CARRIED

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, October 9, 2018.

Councillor Bill McNulty
Chair

Amanda Welby
Legislative Services Coordinator



General Purposes Committee

Date: Monday, October 15, 2018

Place: Anderson Room
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair
Councillor Chak Au
Councillor Derek Dang
Councillor Carol Day
Councillor Ken Johnston
Councillor Alexa Loo
Councillor Bill McNulty
Councillor Linda McPhail
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 General Purposes Committee held on October 1, 2018, be adopted as circulated.

CARRIED

1. **APPLICATION TO AMEND FOOD PRIMARY LIQUOR LICENCE - KIZAMI JAPANESE CUISINE LTD. DOING BUSINESS AS: KIZAMI AT 120 - 8031 LESLIE ROAD**

(File Ref. No. 12-8275-30-001) (REDMS No. 5981322)

It was moved and seconded

(1) *That the application from Kizami Japanese Cuisine Ltd., operating at 120 – 8031 Leslie Road, requesting to increase their hours of liquor service under Food Primary Liquor Licence No. 307680, from 9:00 AM to Midnight, Monday to Sunday, to 9:00 AM to 2:00 AM Monday to Sunday, be supported;*

General Purposes Committee

Monday, October 15, 2018

- (2) *That a letter be sent to the Liquor and Cannabis Regulation Branch advising that:*
 - (a) *Council supports the amendment for an increase in liquor service hours on Food Primary Liquor Licence No. 307680 as the increase will not have a significant impact on the community; and*
 - (b) *The total person capacity will remain the same at 60 persons;*
- (3) *That Council's comments on the prescribed criteria (Section 71 of the Liquor Control and Licensing Regulations) are as follows:*
 - (a) *The potential for additional noise and traffic in the area was considered;*
 - (b) *The impact on the community was assessed through a community consultation process; and*
 - (c) *Given that there has been no history of non-compliance with the operation, the amendment to permit extended hours of liquor service under the Food Primary Liquor Licence should not change the establishment such that it is operated contrary to its primary purpose;*
 - (d) *As the operation of a licenced establishment may affect nearby residents, businesses and property owners, the impact assessment was conducted through the City's community consultation process as follows:*
 - (i) *Residents, businesses and property owners within a 50 meter radius of the subject property were notified by letter. The letter provided information on the application with instruction on how to submit comments or concerns; and*
 - (ii) *Signage was posted at the subject property and three public notices were published in a local newspaper. The signage and notice provided information on the application with instructions on how comments or concerns could be submitted;*
 - (e) *Council's comments and recommendations respecting the views of the residents, businesses and property owners are as follows:*
 - (i) *The community consultation process was completed as part of the application process; and*
 - (ii) *The community consultation process resulted in one supporting view submitted from a Richmond resident; and*

General Purposes Committee
Monday, October 15, 2018

- (f) Council recommends the approval of the permanent change to increase the service hours to the Food Primary Licence for the reasons that the addition of the service hours proposed is acceptable to the majority of the residents, businesses and property owners in the area and the community.*

CARRIED

2. APPLICATION FOR A PERMANENT CHANGE TO FOOD PRIMARY LIQUOR LICENCE # 307401 - MIDAM CAFE RICHMOND LTD., DOING BUSINESS AS: MIDAM CAFE & BISTRO RICHMOND - 1110 - 4651 GARDEN CITY ROAD

(File Ref. No. 12-8275-30-001) (REDMS No. 5983320)

It was moved and seconded

- (1) That the application from Midam Café Richmond Ltd., doing business as : Midam Café & Bistro Richmond, operating at 1110 – 4651 Garden City Road, requesting to increase their hours of liquor service under Food Primary Liquor Licence No. 307401, from 9:00 AM to Midnight, Monday to Sunday, to 9:00 AM to 2:00 AM Monday to Sunday, be supported;*
- (2) That a letter be sent to the Liquor and Cannabis Regulation Branch advising that:*
- (a) Council supports the amendment for an increase in liquor service hours on Food Primary Liquor Licence No. 307401 as the increase will not have a significant impact on the community; and*
- (b) The total person capacity will remain the same at 89 persons;*
- (3) That Council's comments on the prescribed criteria (Section 71 of the Liquor Control and Licensing Regulations) are as follows:*
- (a) The potential for additional noise and traffic in the area was considered;*
- (b) The impact on the community was assessed through a community consultation process;*
- (c) Given that there has been no history of non-compliance with the operation, the amendment to permit extended hours of liquor service under the Food Primary Liquor Licence should not change the establishment such that it is operated contrary to its primary purpose; and*

3.

General Purposes Committee
Monday, October 15, 2018

- (d) As the operation of a licenced establishment may affect nearby residents, businesses and property owners, the impact assessment was conducted through the City's community consultation process as follows:*
 - (i) Residents, businesses and property owners within a 50 meter radius of the subject property were notified by letter. The letter provided information on the application with instruction on how to submit comments or concerns; and*
 - (ii) Signage was posted at the subject property and three public notices were published in a local newspaper. The signage and notice provided information on the application with instructions on how comments or concerns could be submitted;*
- (e) Council's comments and recommendations respecting the views of the residents, businesses and property owners are as follows:*
 - (i) The community consultation process was completed as part of the application process; and*
 - (ii) The community consultation process resulted in no submissions or comments from Richmond residents, businesses or property owners; and*
- (f) Council recommends the approval of the permanent change to increase the service hours to the Food Primary Licence for the reasons that the addition of the service hours proposed is acceptable to the majority of the residents, businesses and property owners in the area and the community.*

CARRIED

CHIEF ADMINISTRATIVE OFFICER'S OFFICE

3. RICHMOND'S SUBMISSION TO TRANSPORT CANADA ON THE PORT AUTHORITY REVIEW

(File Ref. No. 01-0025-01) (REDMS No. 5976606 v. 2)

Denise Tambellini, Manager, Intergovernmental Relations and Protocol Unit, advised that the Port of Vancouver Board of Directors have formally requested a meeting with Richmond City Council to review some of the issues identified through the review process and it was requested that a meeting be set up in the near future.

4.

General Purposes Committee

Monday, October 15, 2018

Discussion took place on referring the report back to staff to provide further analysis and comments on (i) the need for a clear understanding of the Vancouver Fraser Port Authority's conflicts of interest, and in particular in relation to the jet fuel line in their capacity as the regulating authority over the Fraser River and as the landlord, (ii) the need for greater emphasis on the inclusion of local representation in the overall governance of the Port of Vancouver, (iii) the need for the reformation of the Fraser River Estuary Management Program to review environmental concerns for any projects along the Fraser River, and (iv) the Port of Vancouver's land acquisition in Richmond.

In response to comments from Committee, Ms. Tambellini remarked that the new Port of Vancouver Board of Directors is composed of eight members from the Lower Mainland, one member from Victoria, and one member from Alberta.

Further discussion ensued amongst Committee regarding the Port of Vancouver's accumulation of land in Richmond and comments regarding the Port Authority Review were distributed on table (attached to and forming part of these minutes as Schedule 1.)

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

It was moved and seconded

That the staff report titled, "Richmond's Submission to Transport Canada on the Port Authority Review" from the Director of the Corporate Programs Management Group, be referred back to staff to provide further analysis.

CARRIED

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:10 p.m.).

CARRIED

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, October 15, 2018.

Mayor Malcolm D. Brodie
Chair

Amanda Welby
Legislative Services Coordinator

Carol Day : Comments on the Port of Vancouver for the Port Authority Review Oct 15, 2018

Port of Vancouver Land Bank :

Port of Vancouver formally named Port Metro Vancouver has leased land to Harvest power and the operation has resulted in years of complaints from people living though out Richmond. (See Graph)

Port of Vancouver has leased land to the VAFFC (Vancouver Fuel Facilities Corporation) to build 6 six storey tall tanks which will contain 80 million liters of Jet fuel. The fiduciary responsibility of the Port of Vancouver is to support port operations, this agreement is a for profit arrangement and has been opposed by the City of Richmond, City Council and thousands of people living in Metro Vancouver.(see photo)

Port of Vancouver purchased the Auto Carrier lot located at 13800 and 14000 Steveston hwy and the lot across the street and it owns a large lot to the east of the River port condo complex. The port should be working with the City of Richmond and respecting the OCP and not be buying land in the agricultural land reserve such as the Gilmore farm and then declaring it a study area.

After removing log debris from 70 acres of habitat the Department of Fisheries and Oceans gave the port 66 hectares of land to use as a habitat credit for highly destructive projects such as a new container port at Roberts Bank. (attached Richmond News Mar 14, 2014)

The practices of Port of Vancouver have caused a great deal of concern to the City of Richmond and her residents. The Federal government needs to remove some of the authority the Port of Vancouver has and force it to work with local government.

The CEO of the Port Authority Robin Silvester after speaking to agricultural land owners about their concerns for land in the ALR is quoted as saying " I don't think we would be bound by the Agricultural Land Commission", .. " We have supremacy ." (attached Country Life story by Peter Milham.)

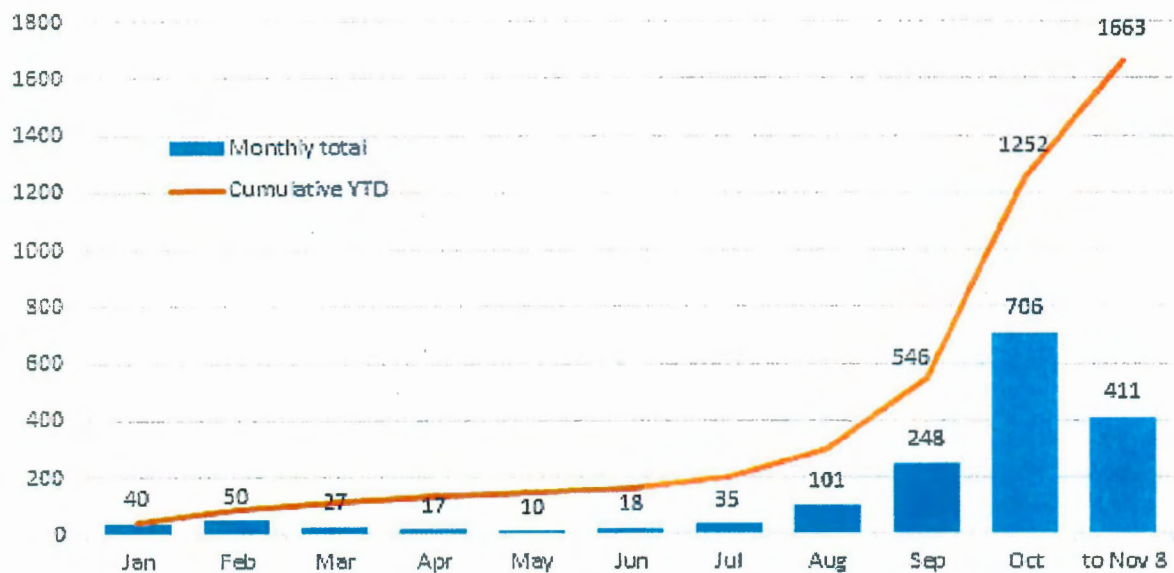
to testing of odour emissions. Harvest Power's arguments for the Board setting aside or striking certain parts of the Permit centre around the District Director erring in issuing the Permit that adds to the various requirements for the Facility where the authorized emission volumes and rates are neither necessary nor advisable for the protection of the environment and requires testing which is unreasonable, arbitrary, vague and made without jurisdiction.

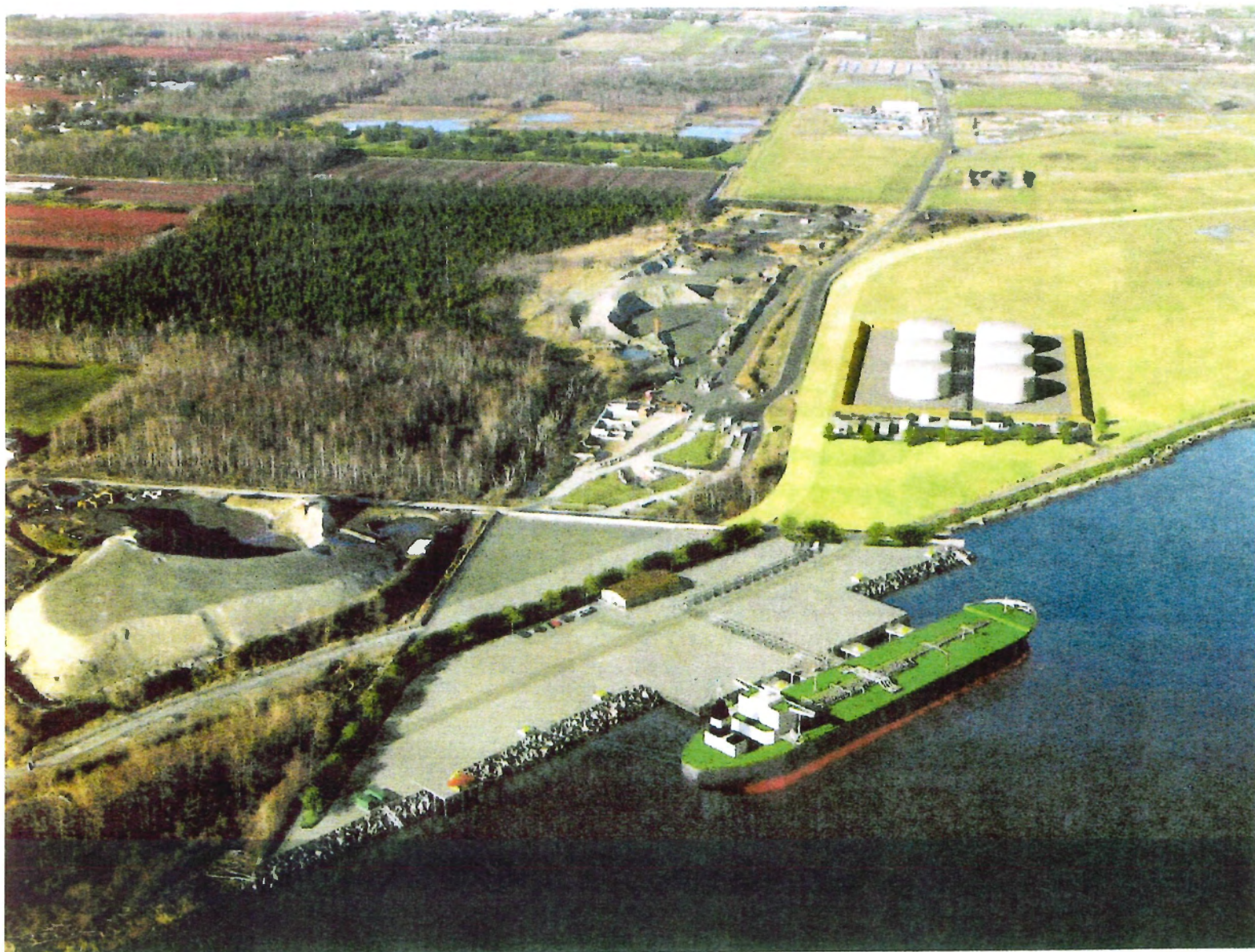
Analysis

Complaints

Odour issues and complaints from citizens have persisted prior to and following the issuance of the new Permit. The total number of complaints received by Metro Vancouver from January 1, 2016 to November 8, 2016 naming Harvest Power as the suspected source of odour emissions is 1663 (see Figure 1 below). In the first 8 days of November alone, 411 complaints have been made.

Figure 1: 2016 Complaints naming Harvest Power as the suspected source of odours. (Source: Metro Vancouver)





Do not dial 911 to ask for a morning wake-up call.

Or to discipline you children. Or to ask per mission to use the HOV lane to get to an important meeting.

Those are a few fresh examples of jaw-droppingly inappropriate 911 calls made by Lower Mainland residents in 2013 that offer strong evidence some people are too dumb to possess a cellphone or at least discern what's a real emergency.

The list was released Monday by E-Comm and is just a taste of what staff regularly field at south western B.C.'s emergency communications centre.

In the No. 1 spot this year was a call E-Comm: Matthew Collins received from a caller wanting to rent a fire truck to block off a street for a party.

"My son won't give me the remote control," another caller reported to an emergency to a 911 call-taker.

"Can an officer come over to tell my kids to go to bed?" asked another.

E-Comm spokesperson Jody Robertson said people who make nuisance calls to 911 are tying up valuable resources for people with real life-and-death emergencies.

"There are many documented cases of children as young as two and three years old properly making emergency calls," she said. "Little ones seem to get it. Other

FRASER WHARVES

AUCTION HERE

THURS, JAN. 9 @ 9AM

PREVIEW: WED., JAN. 8 - 9AM-4PM

VEHICLES • FORKLIFTS • HOISTS • SHOP EQUIP. • OFFICES

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Longtime car importer runs out of gas

Fraser Wharves closes down, sells Riverport property to Port Metro Vancouver

by **Matthew Hoekstra**

Staff Reporter

A Richmond business that has supplied vehicles to car dealerships for 42 years has sold its Riverport property to Port Metro Vancouver and ceased operation.

Fraser Wharves Ltd. closed its doors last week, a company official confirmed. The firm sold its 26.6-hectare (65.6-acre) property, at 13800 and 14000 Steveston Hwy., to the port March 15, 2013.

Fraser Wharves was the first of two automobile terminals to operate on the Fraser River, importing approximately 200,000 Japanese and General Motors vehicles each year.

It was only three years ago Fraser Wharves held a groundbreaking ceremony marking the replacement of an original building with a new facility for its 100 employees. Now it's unclear what the future holds for the land.

Accounting manager Liza Tse said Fraser Wharves closed due to a decision from the Japanese parent company, Mitsui & Co. Ltd. Tse said she's unaware of future plans for the site, but said an auction of the company's

A recent land use plan update from the port identified the South Arm as a key shipping route facing pressures from "the continued conversion of existing industrial uplands to residential and non-industrial uses by neighbouring municipalities."

The Fraser Wharves property is one of three deep-sea terminals on the South Arm. Fraser Surrey Docks and Wallenius Wilhelmsen Logistics—the region's other auto terminal in New Westminster—are the others.

The port now owns land on either side of the Riverport condo community of Waterstone Pier, having purchased a property to the east in 2007 to accommodate a jet fuel offloading facility as part of a planned \$100-million pipeline to the airport.

Another drive to further industrialize the area is underway. Across Steveston Highway to the north, Steveston No. 6 Limited Partnership has applied to rezone a vacant site to light industrial, which would allow a single-storey warehouse distribution centre development.

The land is currently zoned as Agricultural and Golf Zones/Entertainment and Athletics.



Fraser Wharves photo
Hulking deep-sea vessels berthing at Fraser Wharves was a regular sight.

porttalk.ca website.

In a September interview with B.C. Shipping News, port CEO Robin Silvester said buying properties such as Fraser Wharves allows the port to ensure industrial lands are maintained.

"Had we not done that, those sites might have been sold and rezoned into other commercial or residential use and lost from the industrial land base. That would have been terrible," he said.

remaining assets is set for Jan. 9, 2014.

Although the port didn't respond to requests for comment this week, days following the sale community engagement advisor Frances Tang-Graham said in an online post that a change in use "is not expected at this time."

"The purchase of the Fraser Wharves facility ensures terminal capacity continues to be available for port activity," she wrote on Port Metro Vancouver's

PMV's habitat banking scheme on slippery slope

GUESTSHOT / RICHMOND NEWS
MARCH 14, 2014 12:00 AM

Email

Print

In 2012, Port Metro Vancouver (PMV) and the Department of Fisheries and Oceans (DFO) signed an agreement whereby PMV will be given habitat credits to remove logs and debris from Fraser River estuary marshes.

That credit is then banked and entitles PMV to destroy an equivalent amount of habitat capacity in other areas of the estuary.

Since there will always be wood debris on marshes as long as there are trees and wood processing plants along the river, the opportunity to 'clean' one hectare, then totally destroy another could eventually eliminate much of the food producing habitat of the river and estuary for the fish, birds and mammals dependent on it.

It has to be appreciated that we now only have remnant marsh and habitats remaining along the river. Only about 20 percent of what existed over 100 years ago remains.

Why would the federal government design a program that will nibble away at this last 20 percent? Work on this new program began in Boundary Bay late last year and DFO gave the port 66 hectares of habitat credit for removing logs from 70 hectares.

This means the port can now use 66 hectares of habitat for highly destructive projects, such as a new container port on Roberts Bank or sell to others wanting to build.

PMV has plans to do more of this questionable marsh clean-up and enhancement in good habitat areas in Vancouver, Richmond and Delta. Many of these areas have evolved good marsh or riparian (shoreline) vegetation around the wood debris through years of natural processes.

The plan to create marshes by engineering new habitat on top of what now exists is a form of habitat destruction. Often mudflats and riparian brush are replaced by marsh in the belief that this is more productive for fish.

Engineered replacement habitat to get credits to destroy other areas is irresponsible.

If removing logs could increase productivity then do it for that reason alone and not to further the goals of a PMV determined to industrialize the river and estuary with new coal ports, jet fuel terminals and container ports. What is planned next? Plans are to engineer marshes on the booming ground mudflats near Wreck Beach, the riverside treed area at McDonald Beach and an area adjacent to Westham Island. This misguided program undermines years of positive protection and restoration in the estuary. In 1988, the North Fraser Harbour Commission and the DFO Minister, Tom Siddon, signed the first harbour management agreement in Canada.

As part of the agreement, the Harbour Commission accepted marsh cleanup and protection as part of their corporate responsibility and not for habitat credits.

If they wanted to gain habitat credits they had to develop habitat where it had not existed or had been destroyed such as by the dykes after the 1948

flood.

Past programs and policies of DFO supported the principle of no net loss for habitat. What the new conglomerate PMV is doing, with the cooperation of the new DFO, is a program of half net loss.

PMV and DFO are indeed taking us and the habitat that still supports world class populations of wildlife and salmon down a slippery slope.

In 2012, the Harper government took habitat out of the Fisheries Act. It also dissolved FREMP, an overarching agency designed in the 1980s to coordinate various agencies with regulatory powers in the estuary and to ensure that development could take place without harming the environment.

Obviously that is a program of days past. To add insult to injury, the federal government has delegated the Canadian Environmental Assessment Act to PMV.

Now the port is the developer who does environmental reviews and approvals of projects they will promote and profit from.

PMV, with the help of the DFO, is now essentially free to commodify publicly held habitat and sell it in the market place.

If the port carries on with its mad rush to industrialize the estuary, future generations will wonder - what ever happened to the migratory birdlife, the salmon and the whales? The public, environmental groups, municipalities and fish and game clubs have to join forces to rein in what is now the single biggest threat to the river: Port Metro Vancouver.

Otto Langer is a respected environmentalist and retired DFO senior biologist.

Port development trumps BC agriculture: federal minister MacAulay

Senior level of gov't has the right to exclude BC farms from land reserve

Stories by PETER MITHAM

VANCOUVER – Lower Mainland farmland could be sacrificed to ensure agri-food exports can move to market quickly and efficiently, federal agriculture minister Lawrence MacAulay told *Country Life in BC*.

"We do not want to lose agricultural land but it's no good producing products that you can't move, either," MacAulay said, answering a question from *Country Life in BC* following a presentation to Greater Vancouver Board of Trade members on September 12. "So it's one way or the other – the port in Vancouver has to be efficient to move the products to market. The Asian market is a big market, only going to get larger, and we want to be there."

MacAulay was in Vancouver as part of a tour of Western Canada that stretched from Saskatchewan grainfields to a craft brewery on Vancouver Island.

Opportunities to boost agri-food exports figured prominently in his West Coast itinerary, with an address to the Greater Vancouver Board of Trade and an endorsement of the new *catalogue* of export-ready agri-food products BC has published with funding from

Growing Forward 2.

But the thrust of his remarks focused on Vancouver's port facilities and the launch pad those provide for Asia-bound products.

"We have to make sure that they can handle the products as fast as they possibly can and as efficiently as they possibly can," he said.

MacAulay's comments won't sit well with municipalities such as Richmond or local farmland advocates who have challenged the Port of Vancouver's plans to tap local farmland for port-related uses.

Yet the port, as a federal entity, holds the trump card: while it has pledged to file exclusion applications to remove protected farmland from the province's Agricultural Land Reserve, it's under no obligation to do so as an arm of the senior level of government.

"I don't think we would be bound [by the Agricultural Land Commission]," Robin Silvester, president and CEO of the port authority, said earlier this year. "We have supremacy."

Site Economics Ltd. prepared a report for

the port authority in October 2015 that estimates port activities will require approximately 2,700 acres by 2030. The demand could cost Delta alone 1,500 acres of productive farmland, according to the Delta Farmers' Institute.

Agriculture is "almost meaningless"

Silvester believes local agriculture is "almost meaningless" when it comes to local food security but that stance is at odds with MacAulay's message to the Greater Vancouver Board of Trade.

Responding to a question from the audience regarding organic production, MacAulay said his job is to ensure farmers in Canada are capturing local markets before venturing into exports.

"There are products that we aren't producing enough of, and I want to help you produce those products so that you receive the benefit," he told his audience, which included very few farmers. "My responsibility is to help you, and I want to do it."



Planning Committee

Date: Tuesday, October 16, 2018

Place: Anderson Room
Richmond City Hall

Present: Councillor Linda McPhail, Chair
Councillor Bill McNulty
Councillor Chak Au
Councillor Alexa Loo
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 Planning Committee held on October 2, 2018, be adopted as circulated.

CARRIED

NEXT COMMITTEE MEETING DATE

November 7, 2018, (tentative date) at 4:00 p.m. in the Anderson Room

COMMUNITY SERVICES DIVISION

1. **HOUSING AGREEMENT BYLAW NO. 9927 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 3551, 3571, 3591, 3611 AND 3631 SEXSMITH ROAD (POLYGON DEVELOPMENT 218 LTD.)**

(File Ref. No. 12-8060-20-009927; 08-4057-05) (REDMS No. 5950585 v. 5)

It was moved and seconded

That Housing Agreement (3551, 3571, 3591, 3611 and 3631 Sexsmith Road) Bylaw No. 9927 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with Polygon Development 218 Ltd. 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 17-778835.

CARRIED

2. **HOUSING AGREEMENT BYLAW NO. 9934 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 8071 AND 8091 PARK ROAD (PARK VILLAGE INVESTMENTS LTD. AND GRAND LONG HOLDINGS CANADA LTD.)**

(File Ref. No. 12-8060-20-009934; 08-4057-05) (REDMS No. 5971366 v. 3)

It was moved and seconded

That Housing Agreement (8071 and 8091 Park Road) Bylaw No. 9934 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with Park Village Investments Ltd. and Grand Long Holdings Canada Ltd. 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 17-779229.

CARRIED

PLANNING AND DEVELOPMENT DIVISION

3. APPLICATION BY JAGSON INVESTMENTS LTD. FOR REZONING AT 11951 WOODHEAD ROAD FROM SINGLE DETACHED (RS1/E) TO COMPACT SINGLE DETACHED (RC2)

(File Ref. No. 12-8060-20-009857; RZ 17-775098) (REDMS No. 5859422)

Jordan Rockerbie, Planning Technician, spoke to the proposed application, noting that (i) although the subject site is not governed by the Arterial Road Land Use Policy, it is being considered under the same criteria, (ii) the proposed Servicing Agreement includes frontage improvements along No. 5 Road and Woodhead Road, and (iii) a secondary suite is proposed for each new dwelling.

It was moved and seconded

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9857, for the rezoning of 11951 Woodhead Road from "Single Detached (RS 1/E)" to "Compact Single Detached (RC2)", be introduced and given first reading.

CARRIED

4. REVISED REZONING CONSIDERATIONS FOR THE APPLICATION BY 1004732 B.C. LTD. FOR REZONING AT 6840 & 6860 NO. 3 ROAD AND 8051 ANDERSON ROAD FROM "DOWNTOWN COMMERCIAL (CDT1)" TO "CITY CENTRE HIGH DENSITY MIXED USE WITH OFFICE (ZMU31) - BRIGHOUSE VILLAGE

(File Ref. No. 12-8060-20-009510; RZ 14-678448) (REDMS No. 5977623 v. 1D)

Janet Digby, Planner 3, provided background information and remarked that as a consideration of rezoning, the applicant was required to acquire off-site statutory rights of way to support vehicle movement; however, the applicant has not been able to do so. She then advised that staff have worked with the applicant to make minor modifications to the proposed development in order to address the access and egress requirements without the statutory rights of way.

Ms. Digby stated that the Transportation Department has accepted the proposed changes and should it be approved by Council, the revised considerations would be further considered by the Development Permit Panel.

In reply to a query from Committee, Wayne Craig, Director, Development, advised that the proposed development will be district energy utility ready.

Planning Committee
Tuesday, October 16, 2018

It was moved and seconded

That the rezoning considerations associated with Richmond Zoning Bylaw 8500, Amendment Bylaw 9510, for the rezoning of 6840 & 6860 No. 3 Road and 8051 Anderson Road from "Downtown Commercial (CDT1)" to "City Centre High Density Mixed Use with Office (ZMU31) - Brighthouse Village", be revised to remove the rezoning considerations requiring off-site statutory rights of way and modify additional considerations consequential to this change.

CARRIED

5. MANAGER'S REPORT

Barry Konkin, Manager, Policy Planning, referred to correspondence received from the Minister of Agriculture with regard to the City's agricultural zoning regulations for greenhouses, noting that ongoing discussions with the Ministry are taking place and staff will advise Council of any updates as they arise.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:06 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, October 16, 2018.

Councillor Linda McPhail
Chair

Hanieh Berg
Legislative Services Coordinator



Public Works and Transportation Committee

Date: Wednesday, October 17, 2018

Place: Anderson Room
Richmond City Hall

Present: Councillor Chak Au, Chair
Councillor Harold Steves
Councillor Derek Dang
Councillor Carol Day (entered at 4:02 p.m.)
Councillor Alexa Loo

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 September 19, 2018, be adopted as circulated.

CARRIED

NEXT COMMITTEE MEETING DATE

November 21, 2018, (tentative date) at 4:00 p.m. in the Anderson Room

COMMUNITY SERVICES DIVISION

1. **CITY BUILDINGS – ENHANCED ACCESSIBILITY DESIGN GUIDELINES AND TECHNICAL SPECIFICATIONS**
(File Ref. No. 06-2050-01) (REDMS No. 5869509 v. 14)

Public Works & Transportation Committee
Wednesday, October 17, 2018

It was moved and seconded

That the proposed "City of Richmond Enhanced Accessibility Design Guidelines and Technical Specifications" presented as Attachment 1 of this report, and as described in the report dated September 12, 2018, from the Senior Manager, Capital Buildings Project Development and Manager, Community Social Development, be endorsed and used in planning for future corporate facilities.

CARRIED

ENGINEERING AND PUBLIC WORKS DIVISION

2. SUSTAINABILITY INITIATIVES IN RICHMOND'S CITY CENTRE

(File Ref. No. 10-6060-01) (REDMS No. 5912334 v. 13)

It was moved and seconded

That the staff report titled, "Sustainability Initiatives in Richmond's City Centre", dated October 9, 2018 from the Director, Engineering, be received for information.

CARRIED

3. MUNICIPAL ACCESS AGREEMENT WITH FREEDOM MOBILE INC.

(File Ref. No. 10-6060-01) (REDMS No. 5974056 v. 2)

In reply to a query from Committee, Lloyd Bie, Manager, Engineering Planning, noted that the City would not incur any infrastructure costs associated with the proposed agreement.

Councillor Day entered the meeting (4:02 p.m.)

It was moved and seconded

That the Chief Administrative Officer and the General Manager, Engineering & Public Works be authorized to execute, on behalf of the City, a Municipal Access Agreement between the City and Freedom Mobile Inc. containing the material terms and conditions set out in the staff report titled, "Municipal Access Agreement with Freedom Mobile Inc.", dated September 11, 2018 from the Director, Engineering.

CARRIED

Public Works & Transportation Committee
Wednesday, October 17, 2018

4. DCC RESERVE FUND EXPENDITURE BYLAWS – DCC FRONT-ENDER AGREEMENTS FOR 4588 DUBBERT STREET AND 4133 STOLBERG STREET

(File Ref. No. 03-1000-08-033; 12-8060-20-009847/009783) (REDMS No. 5973005 v. 4; 5772449; 5612345)

In reply to a query from Committee, Mr. Bie stated that the proposed works will be completed under the front-ender agreement; therefore the developer will have borne the costs of the works prior to their DCC reimbursement.

It was moved and seconded

- (1) That DCC Reserve Fund Expenditure (4588 Dubbert Street) Bylaw No. 9847 be introduced and given first, second and third readings; and*
- (2) That DCC Reserve Fund Expenditure (4033, 4099 and 4133 Stolberg Street and 9388 Cambie Road) Bylaw No. 9783 be introduced and given first, second and third readings.*

CARRIED

5. PROPOSED 2019 PAVING PROGRAM

(File Ref. No.) (REDMS No. 5977176)

It was moved and seconded

That the staff report titled, "Proposed 2019 Paving Program," dated September 14, 2018, from the Director, Engineering be received for information.

CARRIED

6. 2018 SUBMISSION TO THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM GREEN INFRASTRUCTURE – ENVIRONMENTAL QUALITY SUB-STREAM: HAMILTON AREA SANITARY SEWER AND PUMP STATION

(File Ref. No. 10-6060-01) (REDMS No. 5998958)

It was moved and seconded

- (1) That the submission to the Investing in Canada Infrastructure Program Green Infrastructure – Environmental Quality Sub-Stream requesting funding for up to 73.33% of the \$1,700,000 cost for the Hamilton Area Sanitary Sewer and Pump Station project be endorsed;*

Public Works & Transportation Committee
Wednesday, October 17, 2018

- (2) *That the Chief Administrative Officer and the General Manager of Engineering and Public Works be authorized to enter into funding agreements with the Government of Canada and/or the Province of BC 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.*

CARRIED

7. MANAGER'S REPORT

None.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:06 p.m.).

CARRIED

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, October 17, 2018.

Councillor Chak Au
Chair

Sarah Goddard
Legislative Services Coordinator



To:	General Purposes Committee	Date:	September 19, 2018
From:	Carli Williams, P.Eng. Manager, Community Bylaws and Licencing	File:	12-8275-30-001/2018- Vol 01
Re:	Application to Amend Food Primary Liquor Licence - Kizami Japanese Cuisine Ltd. Doing Business As: Kizami at 120 - 8031 Leslie Road		

Staff Recommendation




1. That the application from Kizami Japanese Cuisine Ltd., operating at 120 – 8031 Leslie Road, requesting to increase their hours of liquor service under Food Primary Liquor Licence No. 307680, **from** 9:00 AM to Midnight, Monday to Sunday, **to** 9:00 AM to 2:00 AM Monday to Sunday, be supported, and:
2. That a letter be sent to the Liquor and Cannabis Regulation Branch advising that:
 - a) Council supports the amendment for an increase in liquor service hours on Food Primary Liquor Licence No. 307680 as the increase will not have a significant impact on the community;
 - b) The total person capacity will remain the same at 60 persons;
3. Council's comments on the prescribed criteria (Section 71 of the Liquor Control and Licensing Regulations) are as follows:
 - a) The potential for additional noise and traffic in the area was considered;
 - b) The impact on the community was assessed through a community consultation process; and
 - c) Given that there has been no history of non-compliance with the operation, the amendment to permit extended hours of liquor service under the Food Primary Liquor Licence should not change the establishment such that it is operated contrary to its primary purpose;
 - d) As the operation of a licenced establishment may affect nearby residents, businesses and property owners, the impact assessment was conducted through the City's community consultation process as follows:

- i) Residents, businesses and property owners within a 50 meter radius of the subject property were notified by letter. The letter provided information on the application with instruction on how to submit comments or concerns; and
 - ii) Signage was posted at the subject property and three public notices were published in a local newspaper. The signage and notice provided information on the application with instructions on how comments or concerns could be submitted.
- e) Council's comments and recommendations respecting the views of the residents, businesses and property owners are as follows:
- i) The community consultation process was completed as part of the application process; and
 - ii) The community consultation process resulted in one supporting view submitted from a Richmond resident.
- f) Council recommends the approval of the permanent change to increase the service hours to the Food Primary Licence for the reasons that the addition of the service hours proposed is acceptable to the majority of the residents, businesses and property owners in the area and the community.



Carli Williams, P.Eng.
Manager, Community Bylaws and Licencing
(604-276-4136)

Att. 2

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

Staff Report

Origin

The Provincial Liquor and Cannabis Regulation Branch (LCRB) issues licences in accordance with the *Liquor Control and Licensing Act* (the Act) and the Regulations made pursuant to the Act.

This report deals with an application to the LCRB and the City of Richmond by, Kizami Japanese Cuisine Ltd., doing business as Kizami (hereinafter referred to as Kizami) to increase liquor service hours, to the Food Primary Liquor Licence No. 307680 **from**, 9:00 AM to Midnight; **to**: 9:00 AM to 2:00 AM.

The City of Richmond is given the opportunity to provide comments and recommendations to the LCRB with respect to liquor licence applications and amendments. For an amendment to a Food Primary Licence, the process requires the local government to provide comments with respect to the following criteria:

- the potential for noise,
- the impact on the community; and
- whether the amendment may result in the establishment being operated in a manner that is contrary to its primary purpose.

Analysis

Kizami has operated this establishment approximately one year, at 120 – 8031 Leslie Road with occupant load of 60 persons serving Japanese cuisine. All new Food Primary Liquor Licence establishments are issued a liquor licence from the LCRB for liquor service to midnight. Should the business wish to serve liquor past midnight, they must make a separate application to the LCRB for a change to their liquor licence. The application to change the liquor licence, requesting liquor service past midnight, initiates a process to seek local government approval

The current Food Primary Liquor Licence for Kizami, allows for six staff and 54 indoor seats, which will not change as a result of this application.

The property is zoned Auto-Oriented Commercial (CA) and the use of a Restaurant with food and beverage services are consistent with the permitted uses in this zoning district. Kizami is situated on a parcel, with one building with 2 units, on Leslie Road between No 3 Road and Hazelbridge Way.

The applicant's request for an increase in later service hours is in order to better serve their clients and the community. This would add greater flexibility to the venue and provide a more level opportunity to better serve the public in competing with other food venues in the area who have already received the later service hours.

Impact of Noise on the Community

The location of this establishment is such that there should be no noise impact on the community. The extended hours of liquor service under the Food Primary Liquor Licence should not change the establishment such that it is operated contrary to its primary purpose as a food primary establishment.

Impact on the Community

The community consultation process for reviewing applications for liquor related licences is prescribed by the Development Application Fees Bylaw No. 8951 which under Section 1.8.1 calls for:

- 1.8.1 Every **applicant** seeking approval from the **City** in connection with:
 - (a) a licence to serve liquor under the *Liquor Control and Licensing Act and Regulations*;
must proceed in accordance with subsection 1.8.2.
- 1.8.2 Pursuant to an application under subsection 1.8.1, every **applicant** must:
 - (a) post and maintain on the subject property a clearly visible sign which indicates:
 - (i) type of licence or amendment application;
 - (ii) proposed person capacity;
 - (iii) type of entertainment (if application is for patron participation entertainment); and
 - (iv) proposed hours of liquor service; and
 - (c) publish a notice in at least three consecutive editions of a newspaper that is distributed at least weekly in the area affected by the application, providing the same information required in subsection 1.8.2(b) above.

The required signage was posted on August 16, 2018 and three advertisements were published in the local newspaper on August 16, 2018, August 23, 2018 and August 30, 2018.

In addition to the advertised signage and public notice requirements, staff sent letters to businesses, residents and property owners within a 50 meter radius of the establishment. On August 16, 2018, 280 letters were sent to residents, businesses and property owners. The letter provided information on the proposed liquor licence application and contained instructions to comment on the application. The period for commenting for all public notifications ended September 15, 2018.

As a result of the community consultative process described, the City has received only one response in favour of this application.

Other Agency Comments

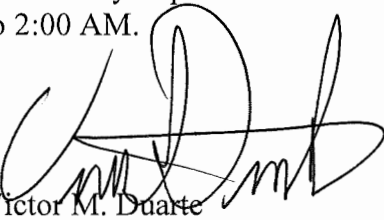
As part of the review process, staff requested comments from other agencies and departments such as Vancouver Coastal Health, Richmond R.C.M.P., Richmond Fire-Rescue, Building Approvals and the Business Licence Department. These agencies and departments generally provide comments on the compliance history of the applicant's operations and premises. No concerns were raised by these agencies.

Financial Impact

None

Conclusion

The results of the community consultation process of Kizami's application for extended service hours, was reviewed based on the LCRB criteria. The analysis concluded there would be no noticeable potential impact from noise, no significant impact to the community and no concerns raised by City departments, other agencies and no letters received from the public opposed to this application. Kizami has operated in the community for one year with no noted negative community impact. Staff recommend approval of the application to increase liquor service hours to 2:00 AM.



Victor M. Duarte
Supervisor, Business Licences
(604-276-4389)

VMD:vmd

- Att. 1: Comment of support
2: Arial Map with 50 metre buffer area



City of Richmond

Attachment 1

6911 No. 3 Road
Richmond, BC V6Y 2C1
www.richmond.ca

August 16, 2018

**Community Safety Department
Business Licences**
Telephone: 604-276-4328
Fax: 604-276-4157
Email: BusLic@richmond.ca

Dear Property/ Occupant:

Re: Notice of a Food Primary Liquor Licence Permanent Amendment Application in Your Neighbourhood

This notice serves to advise you of an application received by the Liquor Control and Licensing Branch and by the City of Richmond for a permanent change to a Food-Primary Liquor Licence application in your neighbourhood.

An application has been received from: **Kizami Japanese Cuisine Ltd.** doing business as: **Kizami**, operating from premises located at **120 – 8031 Leslie Rd., Richmond, BC.**

The intent of the application is to apply for a permanent change to the Liquor Licence hours of liquor sales:

From: Monday to Sunday, 9:00 AM to Midnight;

To: Monday to Sunday, 9:00 AM to 2:00 AM.

The total person capacity will remain the same at 60 occupants.

You are receiving this notice because you own property, own a business, or reside near the establishment that is applying for a change to their liquor licence.

A copy of this application may be viewed Mondays to Fridays from 8:15 am to 5:00 pm at Richmond City Hall, 6911 No. 3 Road. You may comment on this application by writing to:

CITY OF RICHMOND
BUSINESS LICENCES
LIQUOR LICENCE APPLICATIONS
6911 NO. 3 Rd
RICHMOND BC V6Y 2C1

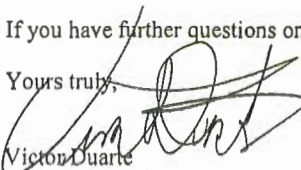
To ensure the consideration of your views, your written comments must be received on or before, **September 15, 2018.** Your name and address and telephone number must be included on your comments.

Petitions will not be considered in the review process.

Please note that your comments may be made available to the applicant where disclosure is necessary to administer the licensing process.

If you have further questions on this matter, please contact writer at 604-276-4389.

Yours truly,


Victor Duarte
Supervisor, Business Licences

VMD:vmd

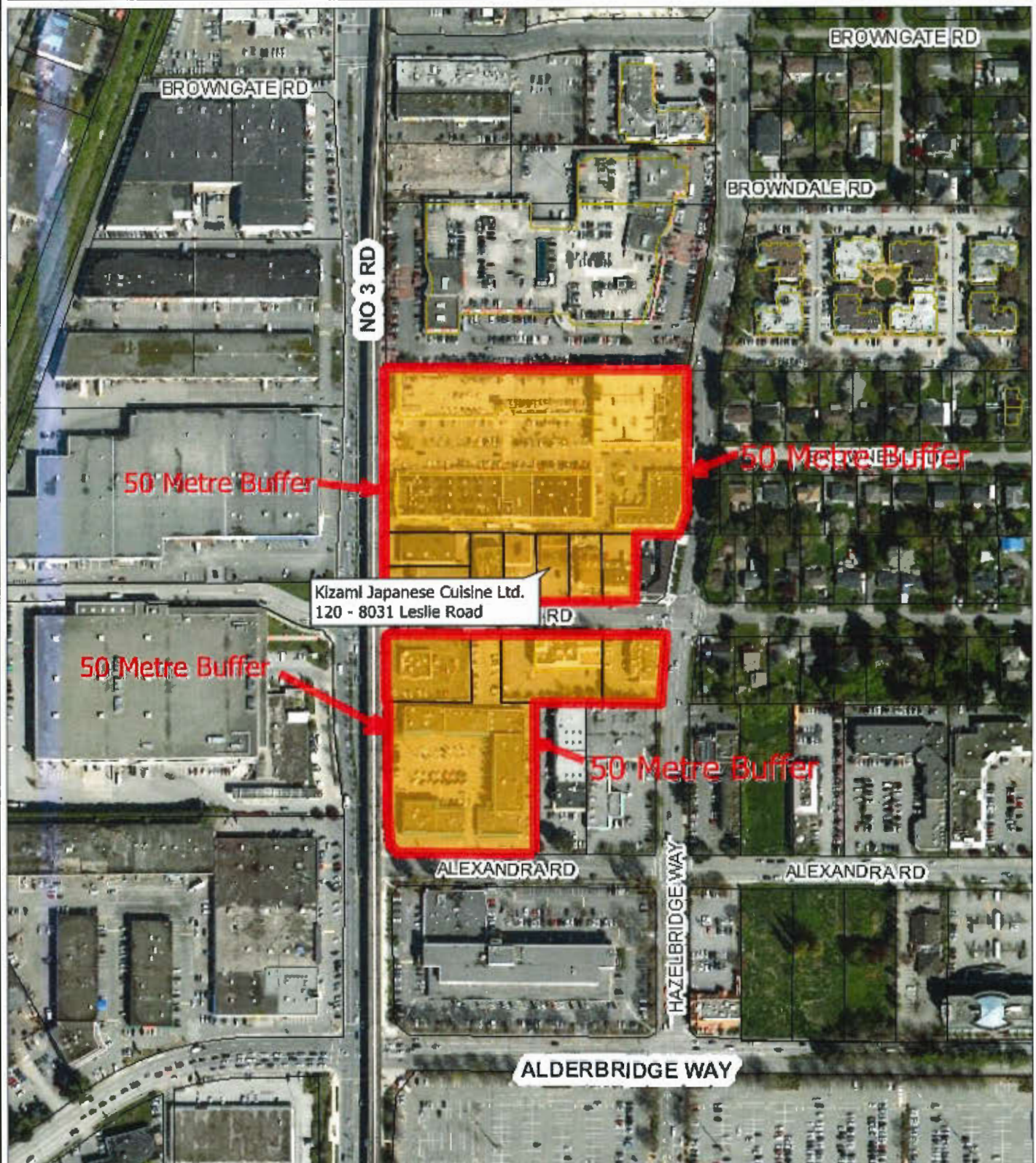
5939897

It is OK!
OK for us.
CNCL - 62
thanks.

Michael is Michael. It's OK. 3.85 p/m?



City of Richmond Interactive Map



157.2 0 78.60 157.2 Meters

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

© City of Richmond

THIS MAP IS NOT TO BE USED FOR NAVIGATION



To: General Purposes Committee **Date:** September 24, 2018
From: Carli Williams, P.Eng. **File:** 12-8275-30-001/2018-
Manager, Community Bylaws and Licencing Vol 01
Re: **Application For a Permanent Change to Food Primary Liquor Licence #
307401 - Midam Cafe Richmond Ltd., Doing Business As: Midam Cafe &
Bistro Richmond - 1110 - 4651 Garden City Road**

Staff Recommendation



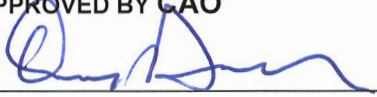
1. That the application from Midam Café Richmond Ltd., doing business as : Midam Café & Bistro Richmond, operating at 1110 – 4651 Garden City Road, requesting to increase their hours of liquor service under Food Primary Liquor Licence No. 307401, **from** 9:00 AM to Midnight, Monday to Sunday, **to** 9:00 AM to 2:00 AM Monday to Sunday, be supported, and:
2. That a letter be sent to the Liquor and Cannabis Regulation Branch advising that:
 - a) Council supports the amendment for an increase in liquor service hours on Food Primary Liquor Licence No. 307401 as the increase will not have a significant impact on the community;
 - b) The total person capacity will remain the same at 89 persons;
3. Council's comments on the prescribed criteria (Section 71 of the Liquor Control and Licensing Regulations) are as follows:
 - a) The potential for additional noise and traffic in the area was considered;
 - b) The impact on the community was assessed through a community consultation process; and
 - c) Given that there has been no history of non-compliance with the operation, the amendment to permit extended hours of liquor service under the Food Primary Liquor Licence should not change the establishment such that it is operated contrary to its primary purpose;
 - d) As the operation of a licenced establishment may affect nearby residents, businesses and property owners, the impact assessment was conducted through the City's community consultation process as follows:

- i) Residents, businesses and property owners within a 50 meter radius of the subject property were notified by letter. The letter provided information on the application with instruction on how to submit comments or concerns; and
 - ii) Signage was posted at the subject property and three public notices were published in a local newspaper. The signage and notice provided information on the application with instructions on how comments or concerns could be submitted.
- e) Council's comments and recommendations respecting the views of the residents, businesses and property owners are as follows:
- i) The community consultation process was completed as part of the application process; and
 - ii) The community consultation process resulted in no submissions or comments from Richmond residents, businesses or property owners.
- f) Council recommends the approval of the permanent change to increase the service hours to the Food Primary Licence for the reasons that the addition of the service hours proposed is acceptable to the majority of the residents, businesses and property owners in the area and the community.



Carli Williams, P.Eng.
Manager, Community Bylaws and Licencing
(604-276-4136)

Att. 1

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

Staff Report

Origin

The Provincial Liquor and Cannabis Regulation Branch (LCRB) issues licences in accordance with the *Liquor Control and Licensing Act* (the Act) and the Regulations made pursuant to the Act.

This report deals with an application to the LCRB and the City of Richmond by, Midam Café Richmond Ltd., doing business as Midam Café & Bistro Richmond (hereinafter referred to as MCBR) to increase liquor service hours, to the Food Primary Liquor Licence No. 307401 **from**, 9:00 AM to Midnight; **to**: 9:00 AM to 2:00 AM.

The City of Richmond is given the opportunity to provide comments and recommendations to the LCRB with respect to liquor licence applications and amendments. For an amendment to a Food Primary Licence, the process requires the local government to provide comments with respect to the following criteria:

- the potential for noise,
- the impact on the community; and
- whether the amendment may result in the establishment being operated in a manner that is contrary to its primary purpose.

Analysis

MCBR has operated this establishment approximately two years, at 1110 – 4651 Garden City Road with occupant load of 89 persons serving Korean food. All new Food Primary Liquor Licence establishments are issued a liquor licence from the LCRB for liquor service to midnight. Should the business wish to serve liquor past midnight, they must make a separate application to the LCRB for a change to their liquor licence. The application to change the liquor licence, requesting liquor service past midnight, initiates a process to seek local government approval.

The current Food Primary Liquor Licence for MCBR, allows for nine staff and 80 indoor seats, which will not change as a result of this application.

The property is zoned Auto-Oriented Commercial (CA) and the use of a Restaurant with food and beverage services, which is consistent with the permitted uses in this zoning district. MCBR is situated on a parcel, with two buildings which currently have five licenced businesses operating near the intersection of Garden City Road and Alderbridge Way.

The applicant's request for an increase in later service hours is in order to better serve their clients and the community. This would add greater flexibility to the venue and provide a more level opportunity to better serve the public in competing with other food venues in the area who have already received the later service hours.

Impact of Noise on the Community

The location of this establishment is such that there should be no noise impact on the community. The extended hours of liquor service under the Food Primary Liquor Licence should not change the establishment such that it is operated contrary to its primary purpose as a food primary establishment.

Impact on the Community

The community consultation process for reviewing applications for liquor related licences is prescribed by the Development Application Fees Bylaw No. 8951 which under Section 1.8.1 calls for:

- 1.8.1 Every **applicant** seeking approval from the **City** in connection with:
 - (a) a licence to serve liquor under the *Liquor Control and Licensing Act and Regulations*; must proceed in accordance with subsection 1.8.2.
- 1.8.2 Pursuant to an application under subsection 1.8.1, every **applicant** must:
 - (a) post and maintain on the subject property a clearly visible sign which indicates:
 - (i) type of licence or amendment application;
 - (ii) proposed person capacity;
 - (iii) type of entertainment (if application is for patron participation entertainment); and
 - (iv) proposed hours of liquor service; and
 - (c) publish a notice in at least three consecutive editions of a newspaper that is distributed at least weekly in the area affected by the application, providing the same information required in subsection 1.8.2(b) above.

The required signage was posted on August 23, 2018 and three advertisements were published in the local newspaper on August 23, 2018, August 30, 2018 and September 6, 2018.

In addition to the advertised signage and public notice requirements, staff sent letters to businesses, residents and property owners within a 50 meter radius of the establishment. On August 16, 2018, 102 letters were sent to residents, businesses and property owners. The letter provided information on the proposed liquor licence application and contained instructions to comment on the application. The period for commenting for all public notifications ended September 23, 2018.

As a result of the community consultative process described, the City has received no responses regarding this application.

Other Agency Comments

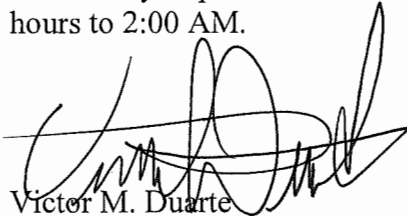
As part of the review process, staff requested comments from other agencies and departments such as Vancouver Coastal Health, Richmond R.C.M.P., Richmond Fire-Rescue, Building Approvals and the Business Licence Department. These agencies and departments generally provide comments on the compliance history of the applicant's operations and premises. No concerns were raised by these agencies.

Financial Impact

None

Conclusion

The results of the community consultation process of MCBR's application for extended service hours was reviewed based on the LCRB criteria. The analysis concluded there would be no noticeable potential impact from noise, no significant impact to the community and no concerns raised by City departments, other agencies and no letters received from the public opposed to this application. MCBR has operated in the community for two years with no noted negative community impact. Staff recommend the approval of the application to increase liquor service hours to 2:00 AM.

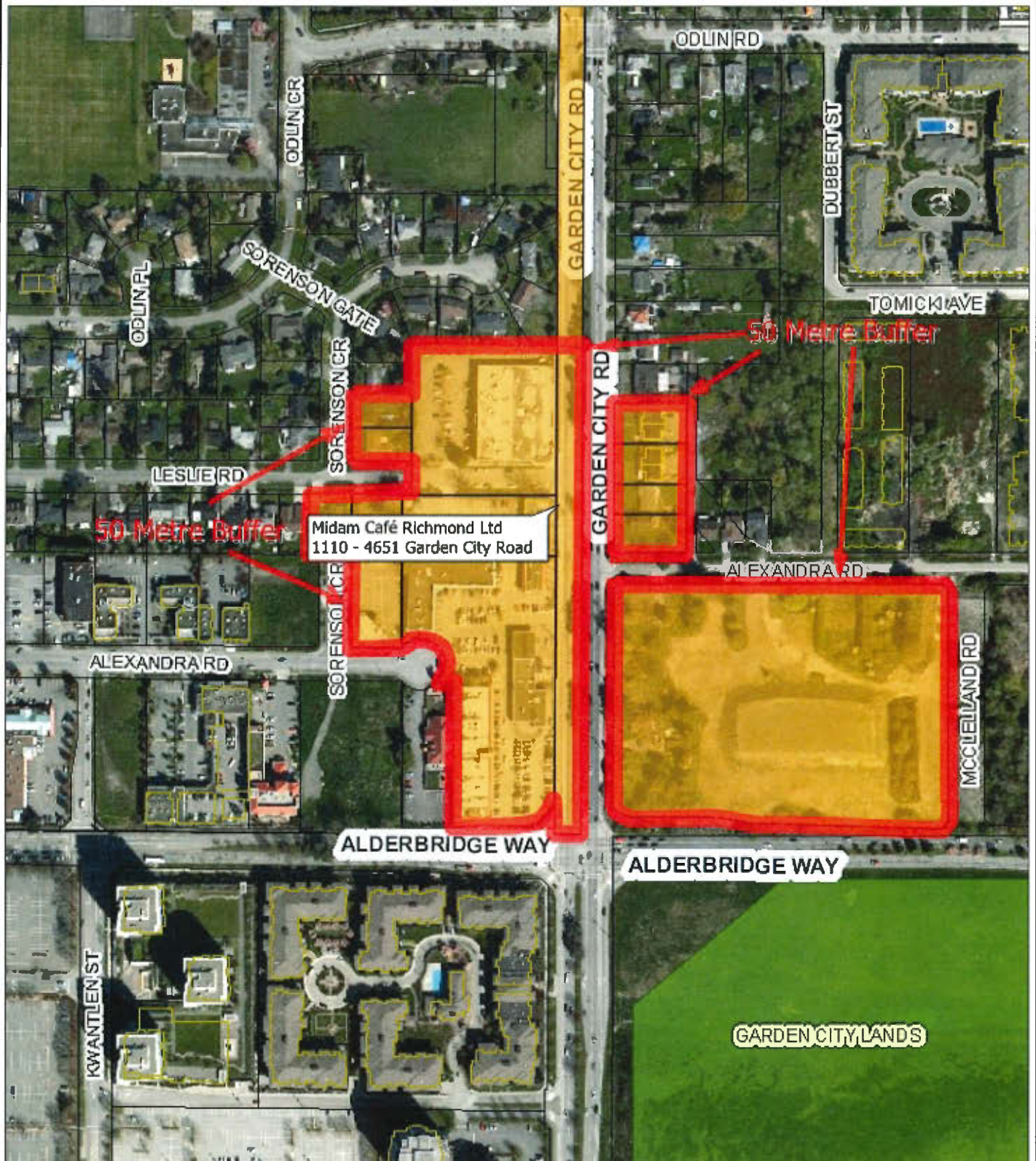


Victor M. Duarte
Supervisor, Business Licences
(604-276-4389)

VMD:vmd

Att. 1: Arial Map with 50 metre buffer area

City of Richmond Interactive Map



157.2 0 78.60 157.2 Meters

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

© City of Richmond

THIS MAP IS NOT TO BE USED FOR NAVIGATION



City of Richmond

Report to Committee

To: Planning Committee **Date:** September 27, 2018
From: Kim Somerville **File:** 08-4057-05/2018-Vol
Manager, Community Social Development 01
Re: **Housing Agreement Bylaw No. 9927 to Permit the City of Richmond to Secure Affordable Housing Units located at 3551, 3571, 3591, 3611 and 3631 Sexsmith Road (Polygon Development 218 Ltd.)**

Staff Recommendation

That Housing Agreement (3551, 3571, 3591, 3611 and 3631 Sexsmith Road) Bylaw No. 9927 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with Polygon Development 218 Ltd. 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 17-778835.

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

Att. 2

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. 9927 (Attachment 1) to secure 816 m² (8,788 ft²) or 11 affordable rental housing units in the proposed development located at 3551, 3571, 3591, 3611 and 3631 Sexsmith Road (Attachment 2).

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

As well, this report and bylaw are consistent with the City's 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, and was presented for consideration by Council prior to July 24, 2018, it is subject to grandfathering of the five per cent affordable housing contribution rate.

Polygon Development 218 Ltd. has applied to the City of Richmond for permission to rezone lands in the City Centre's Capstan Village area at 3551, 3571, 3591, 3611, and 3631 Sexsmith Road, from "Single Detached (RS1/F)" to "Residential/Limited Commercial (RCL4)." This rezoning introduces the development of approximately 157 residential units and 11 affordable rental units secured in perpetuity with a Housing Agreement and Housing Covenant registered on title.

On May 22, 2018, Council gave second and third readings to the Rezoning Application RZ 17-778835 for the redevelopment of 3551, 3571, 3591, 3611 and 3631 Sexsmith Road. The registration of a Housing Agreement secures 11 affordable rental housing units with maximum rental rates and tenant incomes as established by the City's Affordable Housing Strategy, and is a condition of final reading of the Rezoning Application.

The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9927) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

Analysis

The proposed 11 affordable rental housing units are anticipated to be delivered as follows. The proposed unit mix exceeds the Affordable Housing Strategy 2017–2027 requirement of a minimum of 15 per cent two-bedroom units and five (5) per cent three-bedroom units for affordable housing rental contributions less than 30 units.

Unit Type	Affordable Housing Strategy Requirements			Unit T Mix	
	Min. Unit Area Target	Max. Monthly Unit Rent*	Total Max. Household Income*	% of Units	# of Units
Bachelor	37 m ² (400 ft ²)	\$811	\$34,650 or less	18.2%	2
1-BR	50 m ² (535 ft ²)	\$975	\$38,250 or less	36.4%	4
2-BR	69 m ² (741 ft ²)	\$1,218	\$46,800 or less	27.2%	3
3-BR	91 m ² (980 ft ²)	\$1,480	\$58,050 or less	18.2%	2
TOTAL	816.4 m² (8,787.9 ft²)	Varies	Varies	100%	11

*Denotes the Council-approved rates as of July 24, 2017. Rates may be adjusted periodically, as per City policy.

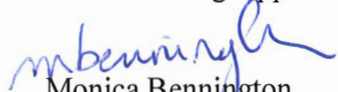
The Housing Agreement restricts the annual household incomes and maximum rents for eligible occupants and specifies that the units must be made available at affordable rental housing rates in perpetuity. The Agreement includes provisions for annual adjustment of the maximum annual housing incomes and 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 on-site indoor and outdoor amenity spaces, required parking and related features at no additional charge over and above the Council-approved unit rents (e.g. no move in/move out fees). The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the 11 affordable rental housing units.

Financial Impact

None.

Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 9927 is required to permit the City to enter into a Housing Agreement, which together with the Housing Covenant will act to secure the 11 affordable rental housing units that are proposed in association with Rezoning Application RZ 17-778835.


 Monica Bennington
 Affordable Housing Planner
 (604-247-4946)

Att. 1: Bylaw No. 9927, Schedule A **CNCL - 72**
 Att. 2: Map of Subject Property



**Housing Agreement (3551/3571/3591/3611/3631 Sexsmith Road) Bylaw
No. 9927**

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 located at 3551/3571/3591/3611/3631 Sexsmith Road and legally described as:

PID: 003-898-300	East 270 Feet the North Half Lot 1 Section 28 Block 5 North Range 6 West New Westminster District Plan 7259
PID: 003-460-754	East 270 Feet of the South Half of Lot 1 Section 28 Block 5 North Range 6 West New Westminster District Plan 7259
PID: 011-106-727	East 270 Feet Lot 2 Section 28 Block 5 North Range 6 West New Westminster District Plan 7259
PID: 011-106-743	East 270 Feet Lot 3 Section 28 Block 5 North Range 6 West New Westminster District Plan 7259
PID: 011-106-751	East 270 Feet Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan 7259

2. This Bylaw is cited as "**Housing Agreement (3551/3571/3591/3611/3631 Sexsmith Road)
Bylaw No. 9927**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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

MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (3551/3571/3591/3611/3631 Sexsmith Road) Bylaw No. 9927

HOUSING AGREEMENT BETWEEN POLYGON FIORELLA AND THE CITY OF
RICHMOND

HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference _____, 20__

BETWEEN:

POLYGON FIORELLA HOMES LTD. (INC. NO. BC0750635), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 900-1333 West Broadway, Vancouver, BC V6H 4C2

(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,

Housing Agreement (Section 483 *Local Government Act*)
3551, 3571, 3591, 3611 and 3631 Sexsmith Road
Application No. RZ 17-778835
Consideration No. 12

5510843

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 adopted by the City on March 8, 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 Permit"** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (e) **"City"** means the City of Richmond;
- (f) **"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;
- (g) **"Daily Amount"** means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, 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;
- (h) **"Development"** means the mixed-use residential and commercial development to be constructed on the Lands;
- (i) **"Development Permit"** means the development permit authorizing development on the Lands, or any portion(s) thereof;

Housing Agreement (Section 483 *Local Government Act*)
3551, 3571, 3591, 3611 and 3631 Sexsmith Road
Application No RZ 17-778835

- (j) **"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;
- (k) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (l) **"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 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;

- (m) **"Family"** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (n) **"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, dated for reference _____, 20____, and registered under number CA _____, as it may be amended or replaced from time to time;
- (o) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;

Housing Agreement (Section 483 *Local Government Act*)
 3551, 3571, 3591, 3611 and 3631 Sexsmith Road
 Application No RZ 17-778835

- (p) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (q) **"Lands"** means:
 - (i) PID: 003-898-300
East 270 Feet the North Half Lot 1 Section 28 Block 5 North Range 6 West New Westminster District Plan 7259;
 - (ii) PID: 003-460-754
East 270 Feet of the South Half of Lot 1 Section 28 Block 5 North Range 6 West New Westminster District Plan 7259;
 - (iii) PID: 011-106-727
East 270 Feet Lot 2 Section 28 Block 5 North Range 6 West New Westminster District Plan 7259;
 - (iv) PID: 011-106-743
East 270 Feet Lot 3 Section 28 Block 5 North Range 6 West New Westminster District Plan 7259; and
 - (v) PID: 011-106-751
East 270 Feet Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan 7259,
 and including a building or a portion of a building, into which said land(s) is or are Subdivided;
- (r) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (s) **"LTO"** means the New Westminster Land Title Office or its successor;
- (t) **"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;
- (u) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (v) **"Permitted Rent"** means no greater than:
 - (i) \$811.00 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 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;

- (w) **"Real Estate Development Marketing Act"** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (x) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (y) **"Strata Property Act"** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (z) **"Subdivide"** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*;
- (aa) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (bb) **"Tenant"** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

Housing Agreement (Section 483 *Local Government Act*)
3551, 3571, 3591, 3611 and 3631 Sexsmith Road
Application No RZ 17-778835

- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

ARTICLE 2

USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. 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

Housing Agreement (Section 483 *Local Government Act*)
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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 no 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 eleven (11) Affordable Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units

*Housing Agreement (Section 483 Local Government Act)
3551, 3571, 3591, 3611 and 3631 Sexsmith Road
Application No RZ 17-778835*

becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than eleven (11) Affordable Housing Units.

- 3.3 If the Owner sells or transfers one (1) or more 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.
- 3.4 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 on-site common indoor and outdoor amenity spaces;
 - (d) 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;
 - (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(l) of this Agreement;

- (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
- (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; 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 3.4(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(l) of this Agreement*], the notice of termination 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 3.4(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.

3.5 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.

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

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- (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 will have no force and effect.
- 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 property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 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, notwithstanding that the 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.
- 5.6 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 property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities, except, subject to section 5.5 of this

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Agreement, on the same basis that governs the use and enjoyment of any common property, limited common property and other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations and related facilities, by 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.

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 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, the Owner will pay the Daily Amount to the City for every day that the breach continues after ten (10) 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 (5) 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,

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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. 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 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, 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

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Application No RZ 17-778835

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

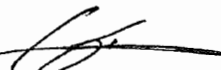
If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.

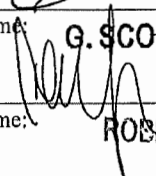
7.23 Limitation on Owner's Obligations

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.

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

POLYGON FIORELLA HOMES LTD. (INC. NO. BC0750635)
by its authorized signatory(ies):

Per: 
Name: **G. SCOTT BALDWIN**

Per: 
Name: **ROBERT BRUNO**

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

CANADA	)	IN THE MATTER OF A
	)	HOUSING AGREEMENT WITH
PROVINCE OF BRITISH COLUMBIA	)	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 "Affordable Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Housing Unit.
3. For the period from _____ to _____, the Affordable Housing Unit was occupied only by the Eligible Tenants (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

[Names, addresses and phone numbers of Eligible Tenants and their employer(s)]

4. The rent charged each month for the Affordable Housing Unit is as follows:
 - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$ _____ per month;
 - (b) the rent on the date of this statutory declaration: \$ _____; and
 - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$ _____.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.

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Application No. RZ 17-778835
Consideration No. 12

6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

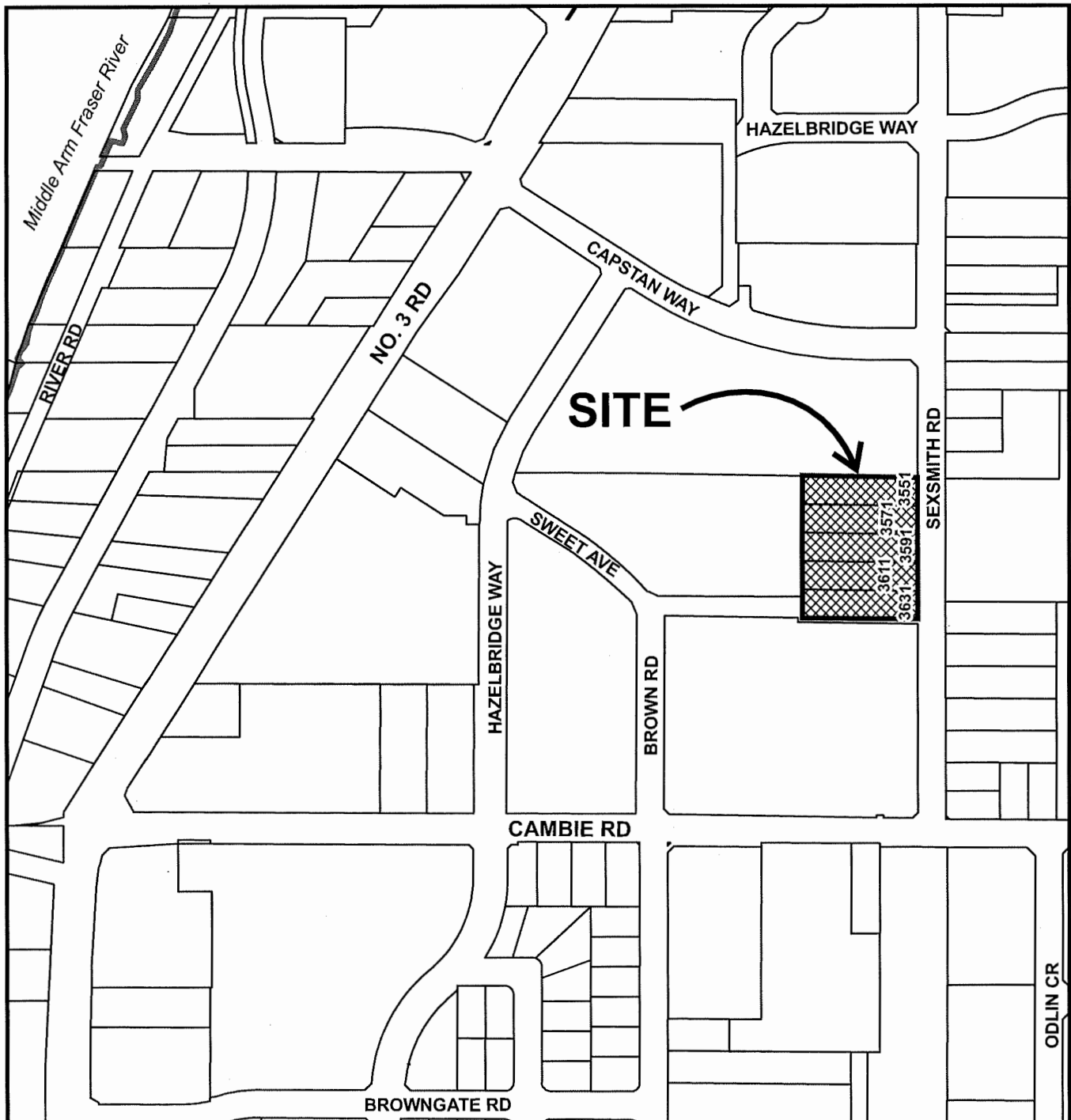
DECLARED BEFORE ME at the City of _____)
_____, in the Province of British Columbia, this _____ day of _____)
_____, 20____.)

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

DECLARANT



City of
Richmond



3551, 3571, 3591, 3611
and 3631 Sexsmith Rd

Original Date: 08/15/18

Revision Date:

Note: Dimensions are in METRES



City of Richmond

Report to Committee

To: Planning Committee **Date:** September 27, 2018
From: Kim Somerville **File:** 08-4057-05/2018-Vol
Manager, Community Social Development 01
Re: **Housing Agreement Bylaw No. 9934 to Permit the City of Richmond to Secure Affordable Housing Units located at 8071 and 8091 Park Road (Park Village Investments Ltd. and Grand Long Holdings Canada Ltd.)**

Staff Recommendation

That Housing Agreement (8071 and 8091 Park Road) Bylaw No. 9934 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement with Park Village Investments Ltd. and Grand Long Holdings Canada Ltd. 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 17-779229.

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

Att. 2

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. 9934 (Attachment 1) to secure 1,536 m² (16,534 ft²) or 21 affordable rental housing units in the proposed development located at 8071 and 8091 Park Road (Attachment 2).

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

As well, this report and bylaw are consistent with the City's 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, and was presented for consideration by Council prior to July 24, 2018, it is subject to grandfathering of the five per cent affordable housing contribution rate.

Park Village Investments Ltd. and Grand Long Holdings Canada Ltd. have applied to the City of Richmond to create the "High Density Mixed Use (ZMU39) – Brighthouse Village (City Centre)" zone and to rezone 8071 and 8091 Park Road from "Downtown Commercial (CDT1)" to "High Density Mixed Use (ZMU39) – Brighthouse Village (City Centre)". This rezoning introduces the development of approximately 339 residential units and 21 affordable rental units secured in perpetuity with a Housing Agreement and Housing Covenant registered on title.

On July 16, 2018, Council gave second and third readings to the Rezoning Application RZ 17-779229 for the redevelopment of 8071 and 8091 Park Road. The registration of a Housing Agreement secures 21 affordable rental housing units with maximum rental rates and tenant incomes as established by the City's Affordable Housing Strategy, and is a condition of final reading of the Rezoning Application.

The proposed Housing Agreement Bylaw for the subject development (Bylaw No. 9934) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third readings. Following adoption of the Bylaw, the City will execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

Analysis

The proposed 21 affordable rental housing units are anticipated to be delivered as follows. The proposed unit mix exceeds the Affordable Housing Strategy 2017–2027 requirement of a minimum of 15 per cent two-bedroom units and five (5) per cent three-bedroom units for affordable housing rental contributions less than 30 units.

Unit Type	Affordable Housing Strategy Requirements			Unit T Mix	
	Min. Unit Area Target	Max. Monthly Unit Rent*	Total Max. Household Income*	% of Units	# of Units
1-BR	50 m ² (535 ft ²)	\$975	\$38,250 or less	43%	9
2-BR	69 m ² (741 ft ²)	\$1,218	\$46,800 or less	33%	7
3-BR	91 m ² (980 ft ²)	\$1,480	\$58,050 or less	24%	5
TOTAL	1,536 m² (16,534 ft²)	Varies	Varies	100%	21

*Denotes the Council-approved rates as of July 24, 2017. Rates may be adjusted periodically, as per City policy.


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 on-site indoor and outdoor amenity spaces, required parking and related features at no additional charge over and above the Council-approved unit rents (e.g. no move in/move out fees). The applicant has agreed to the terms and conditions of the attached Housing Agreement, and to register notice of the Housing Agreement on title to secure the 21 affordable rental housing units.

Financial Impact

None.

Conclusion

In accordance with the *Local Government Act* (Section 483), adoption of Bylaw No. 9934 is required to permit the City to enter into a Housing Agreement, which together with the Housing Covenant will act to secure the 21 affordable rental housing units that are proposed in association with Rezoning Application RZ 17-779229.


 Monica Bennington
 Affordable Housing Planner
 (604-247-4946)

Att. 1: Bylaw No. 9934, Schedule A

Att. 2: Map of Subject Property

CNCL - 97



Housing Agreement (8071 and 8091 Park Road) Bylaw No. 9934

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:004-899-075 Lot 125 Except: Part on Plan with Bylaw Filed A3889, Section 9
Block 4 North Range 5 West New Westminster District Plan 25523

PID:003-680-398 Lot 189 Section 9 Block 4 North Range 6 West New Westminster
District Plan 55701

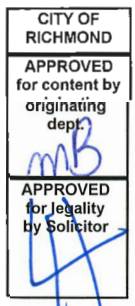
2. This Bylaw is cited as **"Housing Agreement (8071 and 8091 Park Road) Bylaw No. 9934"**

FIRST READING

SECOND READING

THIRD READING

ADOPTED



MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (8071 and 8091 Park Road) Bylaw No. 9934

HOUSING AGREEMENT BETWEEN PARK VILLAGE INVESTMENTS LTD./GRAND
LONG HOLDINGS CANADA LTD. AND THE CITY OF RICHMOND

HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference the 28th day of September, 2018,

BETWEEN:

GRAND LONG HOLDINGS CANADA LIMITED (BC1168849),
a company duly incorporated under the laws of the Province of British
Columbia and having its registered office at 100 – 1525 West 8th
Avenue, Vancouver, BC V6J 1T5

(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) **"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;
- (i) **"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;

- (j) **“Development”** means the mixed-use residential, office and commercial development to be constructed on the Lands;
- (k) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (l) **“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;
- (m) **“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;
- (n) **“Eligible Tenant”** means a Family having a cumulative gross annual income of:
 - (i) in respect to a one-bedroom unit, \$38,250.00 or less;
 - (ii) in respect to a two-bedroom unit, \$46,800.00 or less; or
 - (iii) 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;
- (o) **“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
- (p) **“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;

- (q) **"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;
- (r) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (s) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (t) **"Lands"** means certain lands and premises legally described as:
 - (i) PID 004-899-075, Lot 125 Except: Part On Plan With Bylaw Filed A38889, Section 9 Block 4 North Range 6 West New Westminster District Plan 25523;
 - (ii) PID 003-680-389, Lot 189 Section 9 Block 4 North Range 6 West New Westminster, District Plan 55701,

as may be Subdivided from time to time, and including a Building or a portion of a Building;

- (u) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (v) **"LTO"** means the New Westminster Land Title Office or its successor;
- (w) **"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;
- (x) **"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;
- (y) **"Permitted Rent"** means no greater than:
 - (i) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
 - (ii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
 - (iii) \$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;

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

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;

- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

ARTICLE 2

USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. 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 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 than all the Affordable Housing Units located 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;
- 3.3 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 the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant. Provided that all Affordable Housing Units are managed and operated by a non-profit organization, if the Owner engages more than one non-profit

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*Housing Agreement (Section 483 Local Government Act)
Address: 8071 and 8091 Park Road
Application No. RZ 17-779229
Rezoning Consideration No. 15*

organization, each organization must manage not less than all Affordable Housing Units located in a Building.

Without limiting the foregoing, the non-profit organization retained pursuant to this section 3.3 must have as one of its prime objective 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 3.3.

- 3.4 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.
- 3.5 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 on-site common indoor and outdoor amenity spaces;
 - (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 property, limited common property, or other common areas, facilities or 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 Building), 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(n) 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 3.5(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(n) 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 3.5(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.

- 3.6 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.

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 will have no force and effect.
- 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 property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to section 3.5(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 3.5(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 property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities, except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the 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;
 - (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 3.3); 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 Section 3.3 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 Section 3.3, 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.

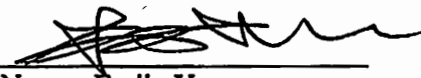
7.23 Limitation on Owner's Obligations

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.

GRAND LONG HOLDINGS CANADA LIMITED
by its authorized signatory(ies):

Per: 
Name: Emily Yang

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

CANADA	)	IN THE MATTER OF A
	)	HOUSING AGREEMENT WITH
PROVINCE OF BRITISH COLUMBIA	)	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 "Affordable Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Housing Unit.
3. For the period from _____ to _____, the Affordable Housing Unit was occupied only by the Eligible Tenants (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

[Names, addresses and phone numbers of Eligible Tenants and their employer(s)]

4. The rent charged each month for the Affordable Housing Unit is as follows:
 - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$ _____ per month;
 - (b) the rent on the date of this statutory declaration: \$ _____; and
 - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$ _____.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.

{00486276; 6 }

*Housing Agreement (Section 483 Local Government Act)
Address: 8071 and 8091 Park Road
Application No. RZ 17-779229
Rezoning Consideration No. 15*

6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of _____,
_____, in the Province of British
Columbia, this _____ day of _____,
_____, 20____.

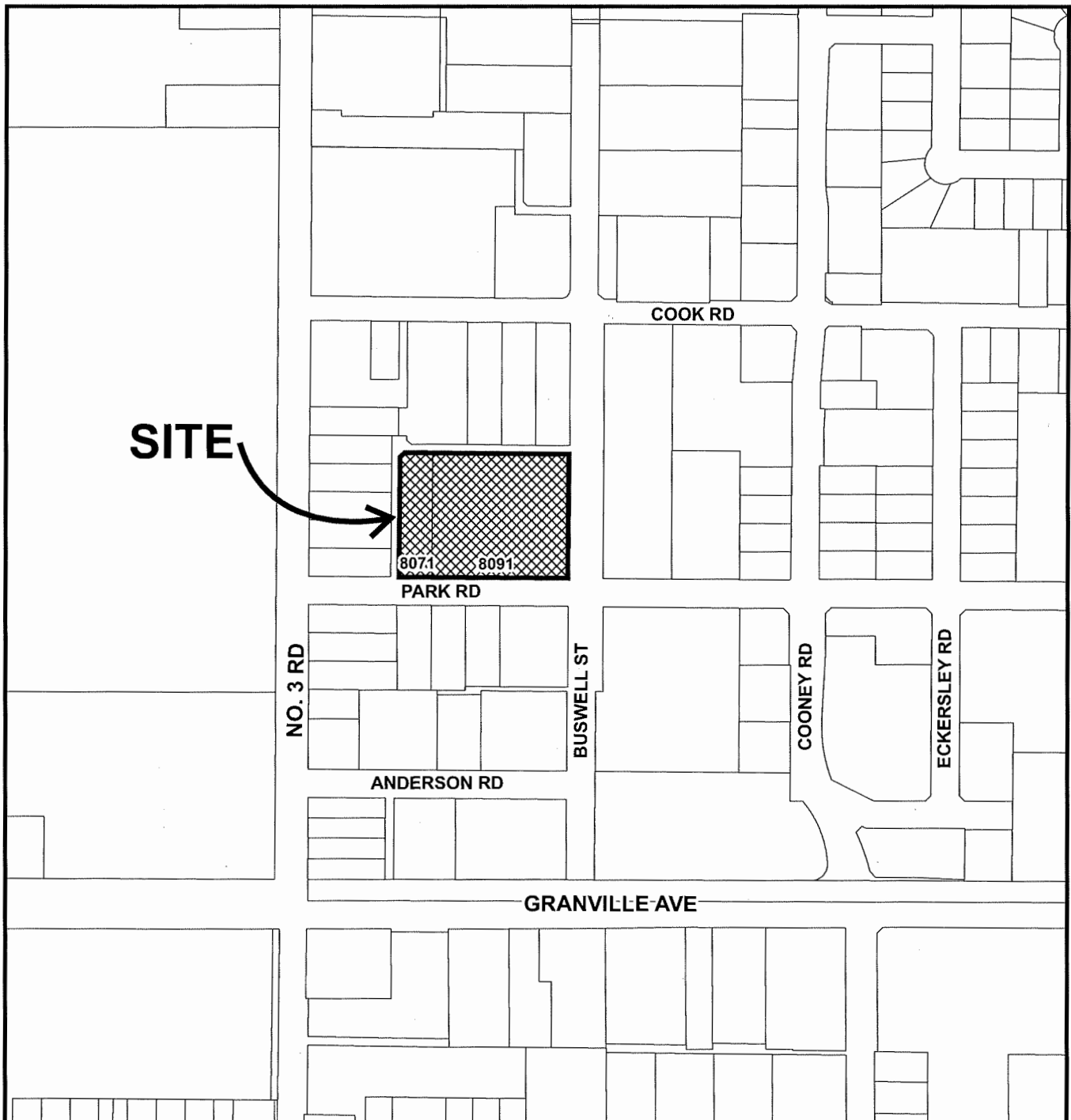
A Commissioner for Taking Affidavits in the
Province of British Columbia

)
)
)
)
)
)
)
)

DECLARANT



City of
Richmond



8071 and 8091 Park Road

Original Date: 09/27/18

Revision Date:

Note: Dimensions are in METRES



City of Richmond

Report to Committee

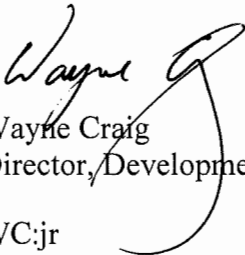
To: Planning Committee
From: Wayne Craig
Director, Development

Date: October 2, 2018
File: RZ 17-775098

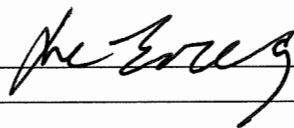
Re: Application by Jagson Investments Ltd. for Rezoning at 11951 Woodhead Road
from Single Detached (RS1/E) to Compact Single Detached (RC2)

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9857, for the rezoning of 11951 Woodhead Road from "Single Detached (RS1/E)" to "Compact Single Detached (RC2)", be introduced and given first reading.


Wayne Craig
Director, Development

WC:jr
Att. 6

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

Staff Report

Origin

Jagson Investments Ltd. has applied to the City of Richmond for permission to rezone 11951 Woodhead Road from the “Single Detached (RS1/E)” zone to the “Compact Single Detached (RC2)” zone, to permit the property to be subdivided to create two single-family lots with vehicle access from a new rear lane (Attachment 1). The proposed subdivision is shown in Attachment 2.

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is provided in Attachment 3.

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

Development immediately surrounding the subject site is as follows:

To the North: A single-family dwelling on a lot zoned “Single Detached (RS1/E),” with vehicle access from No. 5 Road.

To the South: Single-family dwellings on lots zoned “Single Detached (RS1/E),” with vehicle access from Woodhead Road.

To the East: A church on a lot zoned “Assembly (ASY),” with vehicle access from Woodhead Road.

To the West: A single-family dwelling on a lot zoned “Single Detached (RS1/E),” with vehicle access from Woodhead Road.

Related Policies & Studies

Official Community Plan/East Cambie Area Plan

The subject site has an Official Community Plan (OCP) designation of “Neighbourhood Residential.” It is designated “Residential (Single-Family Only)” in the East Cambie Area Plan. The proposed rezoning and subdivision are consistent with these designations.

Arterial Road Land Use Policy

The subject site is located on No. 5 Road, which is a designated Major Arterial Road in the OCP. Although not included in the area governed by the Arterial Road Land Use Policy, this application is being considered under the guidelines for Arterial Road Compact Lot development. This approach is consistent with previous development applications in the area.

Arterial Road Compact Lot development is permitted where vehicle access is provided from a functional municipal lane. Vehicle access to No. 5 Road is not permitted. The proposed development involves dedication of a 6.0 m wide rear lane from Woodhead Road. The lane would be extended further north through future redevelopment of the neighbouring property.

Prior to subdivision, the applicant must enter into a Servicing Agreement for the design and construction of the proposed rear lane.

Aircraft Noise Sensitive Development

The subject site is located in an area affected by aircraft noise. All aircraft noise sensitive land uses may be considered in Area 3, provided noise mitigation is incorporated in construction. Prior to final adoption of the rezoning bylaw, the applicant is required to enter into a legal agreement on Title to address public awareness and to ensure aircraft noise mitigation is incorporated into dwelling design and construction as required.

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*.

Ministry of Transportation and Infrastructure Approval

As the subject site 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 (1) year. Staff will seek formal approval from MOTI prior to final adoption of the rezoning bylaw.

Analysis

Built Form and Architectural Character

Conceptual building elevations have been provided for the single-family dwelling on the proposed corner lot (Attachment 4). The building is designed to front both streets, with pedestrian access to the principle dwelling provided from Woodhead Road and access to the secondary suite from No. 5 Road. The architectural character is traditional, with prominent peaked roofs and end gables to break up the strong horizontal expression.

Prior to final adoption of the rezoning bylaw, the applicant must register a legal agreement on Title specifying that the ensuing development of the site will be generally consistent with the attached conceptual plans.

Existing Legal Encumbrances

There is an existing statutory right of way (SRW) for the municipal sewer across the entire rear property line (Charge # RD5442). Following dedication of the rear lane, this SRW will be entirely within the road right of way. This SRW should be discharged from Title prior to final adoption of the rezoning bylaw.

Transportation and Site Access

Vehicle access is proposed from a new rear lane off of Woodhead Road. Prior to final adoption of the rezoning bylaw, the applicant must enter into a legal agreement to ensure that vehicle access to the proposed new lots will be from the rear lane only, with no vehicle access to No. 5 Road or Woodhead Road permitted.

Prior to final adoption of the rezoning bylaw, a 2.0 m wide road dedication is required along the entire No. 5 Road frontage, in addition to a 4.0 x 4.0 m wide corner cut at the intersection.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies 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 one street tree on City property.

Parks staff have reviewed the Arborist's Report and support the Arborist's findings, with the following comments:

- One tree in the City-owned boulevard is in good condition, and should be retained. Provide tree protection as per City of Richmond Tree Protection Information Bulletin Tree-03.
- The applicant is required to submit a \$2,940 Tree Survival Security.

Tree Replacement

There are no Bylaw-sized trees on the subject site. The applicant is required to plant a minimum of two trees on each of the subdivided properties, for a total of four trees, consistent with the

landscaping provisions contained in Richmond Zoning Bylaw 8500 and the Arterial Road Land Use Policy. The required trees are to be minimum 3.5 m tall coniferous or 6 cm caliper deciduous species.

Prior to final adoption of the rezoning bylaw, the applicant must provide a Landscape Plan, prepared by a Registered Landscape Architect, consistent with the requirements for Arterial Road Compact Lot development contained in the OCP. The Landscape Plan must include the four required trees.

Prior to final adoption of the rezoning bylaw, the applicant must submit a Landscape Security, based on a cost estimate provided by the Landscape Architect plus a 10% contingency, to ensure that the agreed upon landscaping is installed.

Tree Protection

One tree (Tag # C1) in the City-owned boulevard 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 it during development stage (Attachment 5). To ensure that the tree identified for retention is 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.
- Prior to final adoption of the rezoning bylaw, submission of a \$2,940 Tree Survival Security.

Affordable Housing Strategy

The applicant has proposed a secondary suite on each of the new lots, consistent with the City's Affordable Housing Strategy. To ensure the secondary suite is built, the applicant is required to enter into a legal agreement registered on Title, stating that no final Building Permit inspection will be granted until the secondary suite is constructed to the satisfaction of the City in accordance with the BC Building Code and Richmond Zoning Bylaw 8500. Registration of this legal agreement is required prior to final adoption of the rezoning bylaw.

Site Servicing and Frontage Improvements

At subdivision stage, the applicant must enter into a Servicing Agreement for the site servicing and off-site improvements listed in Attachment 6. These include, but may not be limited to:

- Removal of the existing sidewalk on No. 5 Road and backfill to provide a minimum 1.5 m wide landscaped boulevard and 3.0 m wide concrete sidewalk at the property line;
- Pavement widening on Woodhead Road to allow for a future 11.2 m road width, new concrete curb and gutter, 1.5 m wide landscaped boulevard, and 1.5 m wide concrete sidewalk at the property line;
- Signal modification at the No. 5 Road and Woodhead Road intersection to reflect the realigned sidewalk and crosswalk; and
- 6.0 m wide rear lane constructed to City Engineering Design Specifications, including lane drainage and lighting.

Financial Impact

This 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, and street trees.

Conclusion

The purpose of this application is to rezone the property at 11951 Woodhead Road from the "Single Detached (RS1/E)" zone to the "Compact Single Detached (RC2)" zone, to permit the property to be subdivided to create two single-family lots.

This rezoning application complies with the land use designations and applicable policies contained within the OCP and East Cambie Area Plan.

The list of rezoning considerations is included in Attachment 6, which has been agreed to by the applicant (signed concurrence on file).

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9857 be introduced and given first reading.

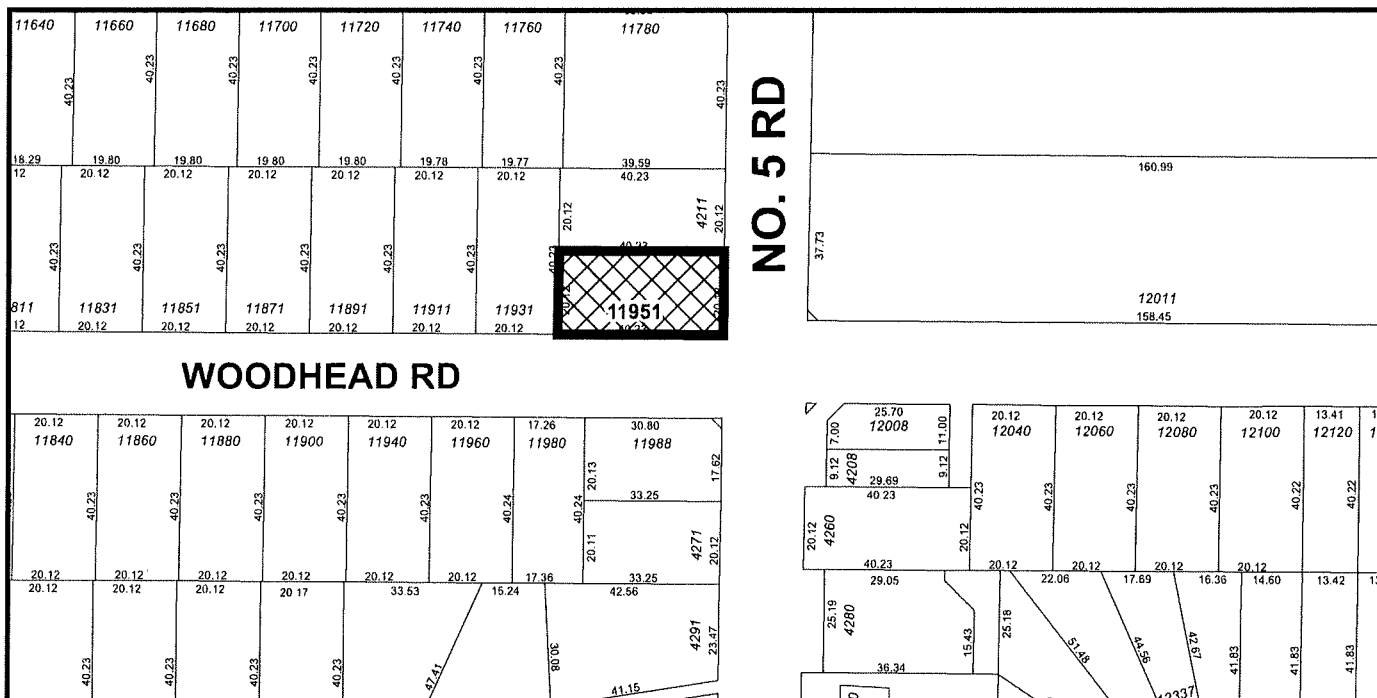


Jordan Rockerbie
Planning Technician

JR:rg

Attachment 1: Location Map and Aerial Photo
Attachment 2: Proposed Subdivision Plan
Attachment 3: Development Application Data Sheet
Attachment 4: Conceptual Building Elevations
Attachment 5: Tree Retention Plan
Attachment 6: Rezoning Considerations

City of
Richmond



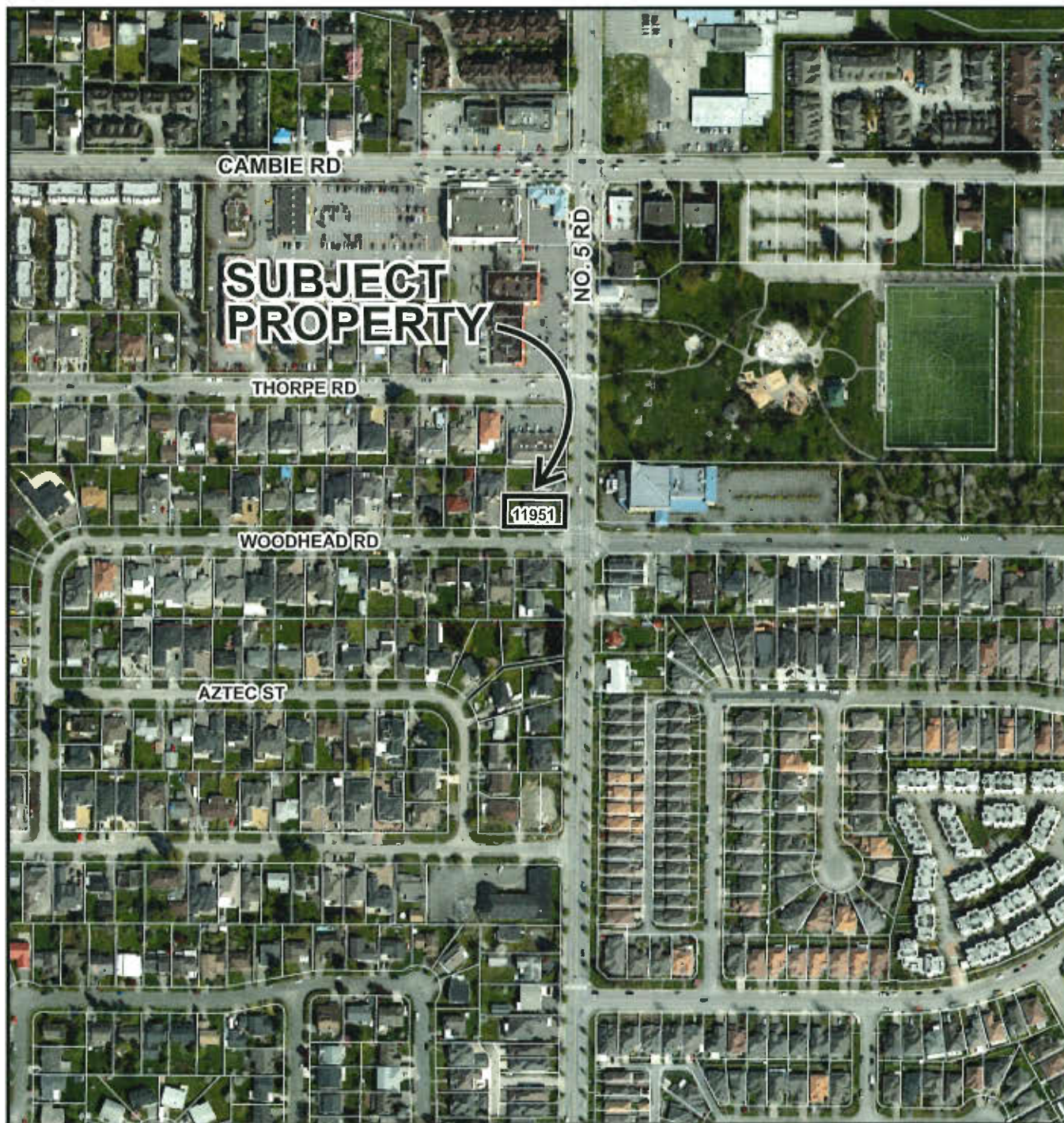
RZ 17-775098

Note: Dimensions are in METRES

CNCL - 127



City of Richmond



RZ 17-775098

Original Date: 06/27/17

Revision Date:

Note: Dimensions are in METRES

**TOPOGRAPHIC SURVEY AND PROPOSED SUBDIVISION OF
LOT 2 SECTION 36 BLOCK 5 NORTH RANGE 6 WEST
NEW WESTMINSTER DISTRICT PLAN 15560**

#11951 WOODHEAD ROAD,
RICHMOND, B.C.
P.L.D. 010-098-418

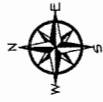
CNCL - 129

- LEGEND:**
- (D) denotes deciduous
 - denotes catch basin
 - denotes round catch basin
 - denotes manhole
 - denotes traffic light
 - denotes fire hydrant
 - denotes sign
 - denotes power post
 - denotes mail floor

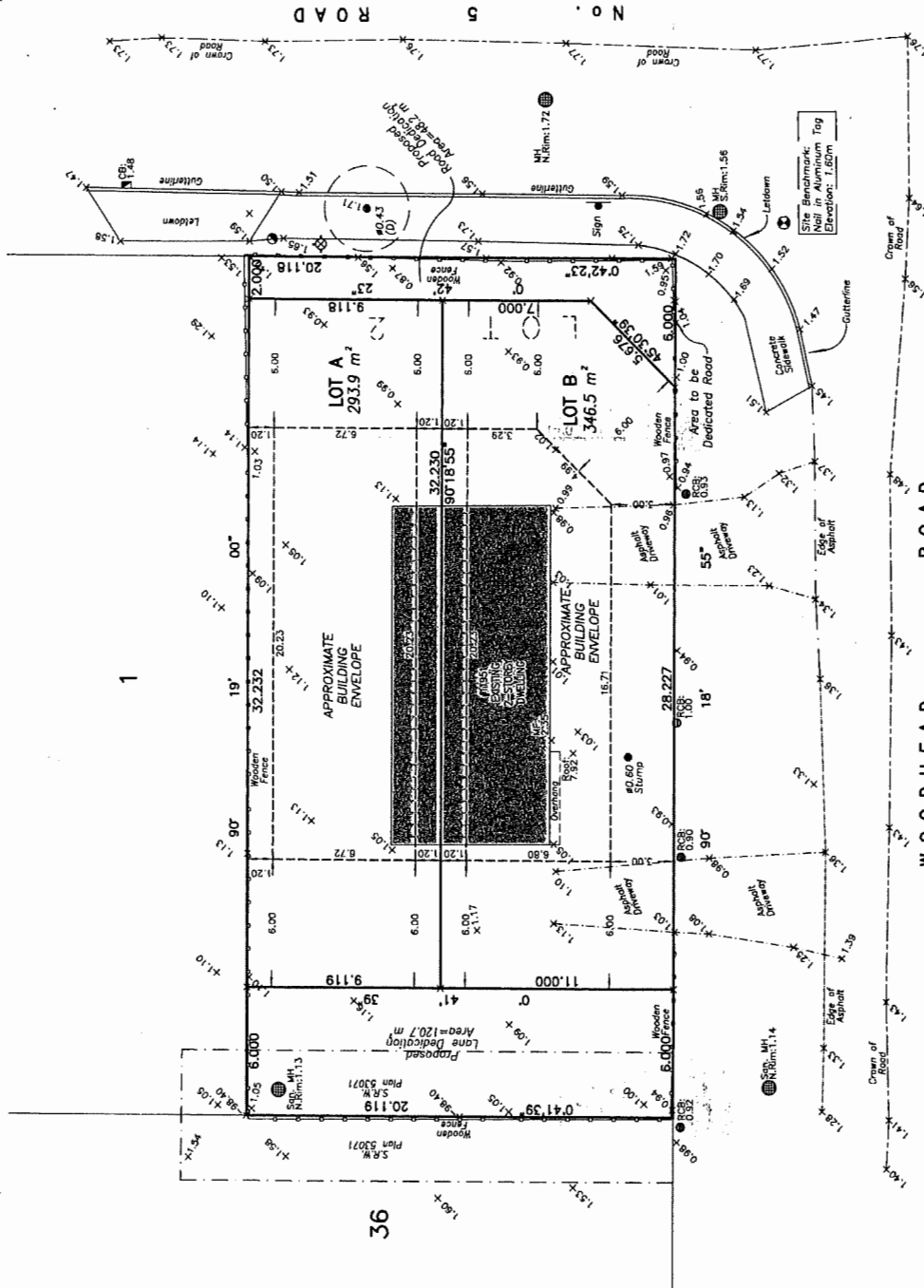
NOTE:
Elevations shown are based on
City of Richmond H.P.N.
Benchmark network.
Control Monument #190
Elevation: 2.353m
Benchmark: H.P.N. #191
Control Monument 0242453
Elevation: 1.664m
NOTE:
Use site benchmark for
construction elevation control.

© copyright
J. C. Tam and Associates
Canada and B.C. Land Surveyor
115 - 8833 Odlin Crescent
Richmond, B.C. V6X 3Z7
Telephone: 214-8928
Fax: 214-8929
E-mail: office@jctam.com
Website: www.jctam.com
Job No. 6807
FB-327 P41
Drawn By: IO, CY

DWG No. 6807-Topo-02



SCALE: 1:150
ALL DISTANCES ARE IN METRES AND DECIMALS
THEREOF UNLESS OTHERWISE INDICATED



CERTIFIED CORRECT:
LOT DIMENSION ACCORDING TO
FIELD SURVEY

Johnson C. Tam
JOHNSON C. TAM, B.C.L.S., C.L.S.
JANUARY 4th, 2017.



RZ 17-775098

Attachment 3

Address: 11951 Woodhead Road

Applicant: Jagson Investments Ltd.

Planning Area(s): East Cambie

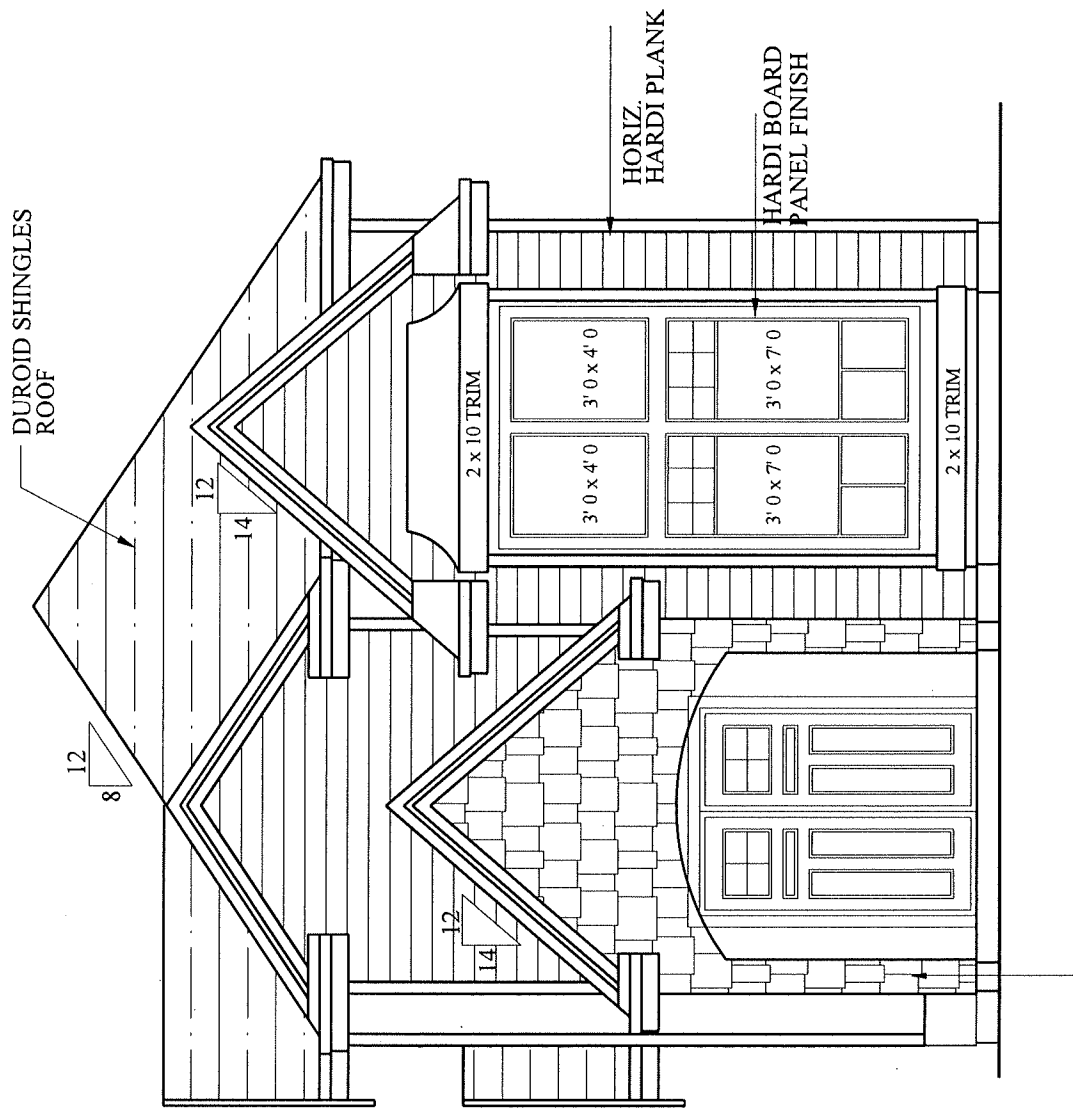
	Existing	Proposed
Owner:	Jagroop Singh Bhullar	To be determined
Site Size (m²):	805 m ²	Road dedication: Lot A: 293.9 m ² Lot B: 346.5 m ²
Land Uses:	Single Family	No change
OCP Designation:	Neighbourhood Residential	No change
Area Plan Designation:	Residential (Single-Family Only)	No change
Zoning:	Single Detached (RS1/E)	Compact Single Detached (RC2)
Number of Units:	One single-family dwelling	Two single-family dwellings

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.60 for lot area up to 464.5 m ² plus 0.3 for area in excess of 464.5 m ²	Max. 0.60 for lot area up to 464.5 m ² plus 0.3 for area in excess of 464.5 m ²	none permitted
Buildable Floor Area:*	Lot A: Max. 176.3 m ² (1,898 ft ²) Lot B: Max. 207.9 m ² (2,238 ft ²)	Lot A: Max. 176.3 m ² (1,898 ft ²) Lot B: Max. 207.9 m ² (2,238 ft ²)	none permitted
Lot Coverage:	Building: Max. 50% Non-porous Surfaces: Max. 70% Live Landscaping: Min. 20%	Building: Max. 50% Non-porous Surfaces: Max. 70% Live Landscaping: Min. 20%	none
Lot Size:	270.0 m ²	Lot A: 293.9 m ² Lot B: 346.5 m ²	none
Lot Dimensions:	Lot A Width: Min. 9.0 m Lot B Width: Min. 11.0 m Depth: 24.0 m	Lot A Width: Min. 9.1 m Lot B Width: Min. 11.0 m Depth: 32.2 m	none
Setbacks:	Front: Min. 6.0 m Rear: Min. 6.0 m Side: Min. 1.2 m Exterior Side: Min. 3.0 m	Front: Min. 6.0 m Rear: Min. 6.0 m Side: Min. 1.2 m Exterior Side: Min. 3.0 m	none
Height:	Max. 2 ½ storeys	Max. 2 ½ storeys	none

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Off-street Parking Spaces – Total:	2 for each single-family dwelling, 1 for each secondary suite	2 for each single-family dwelling, 1 for each secondary suite	none
Private Outdoor Space:	Min. 20.0 m ²	Min. 20.0 m ²	none

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

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



FRONT ELEVATION - Lot B

(West Elevation)

Astonish Designs
Cell: 604 728 0389
e mail: navtej@hotmail.com

DUROID SHINGLES
ROOF

12
8

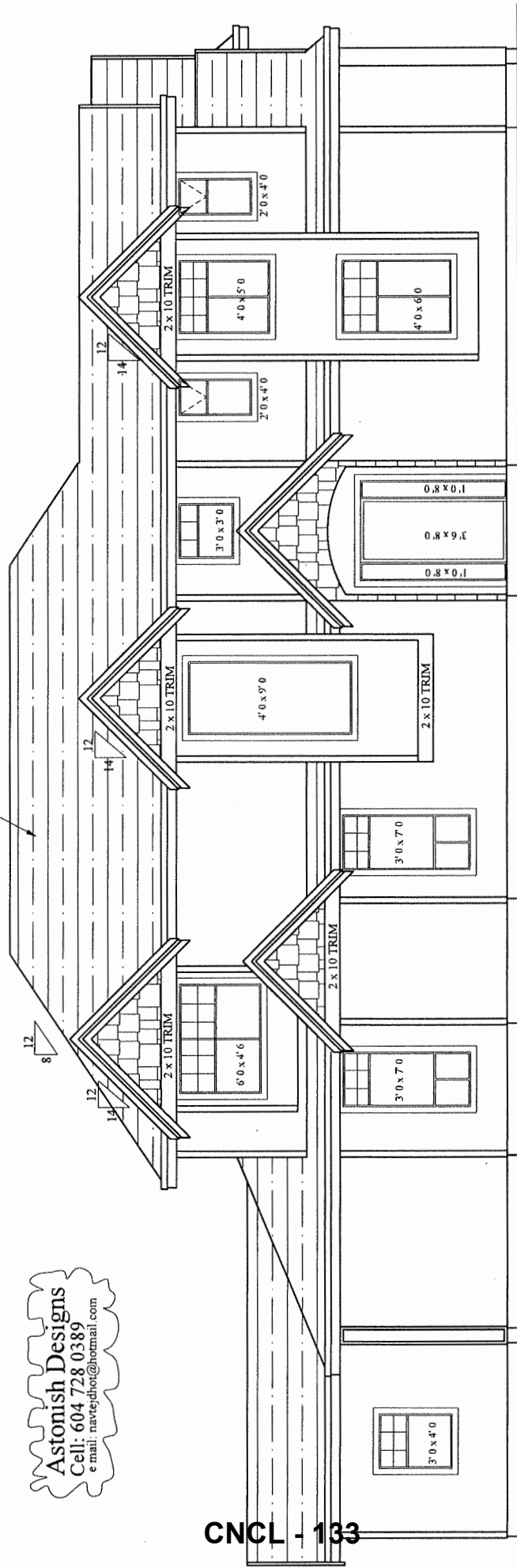
12
14

12
14

12
14

Astonish Designs
Cell: 604 728 0389
e mail: navredhot@hotmail.com

CNCL - 133



LEFT SIDE ELEVATION - Lot B

(South Elevation)





Address: 11951 Woodhead Road

File No.: RZ 17-775098

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9857, the developer is required to complete the following:

1. Provincial Ministry of Transportation & Infrastructure Approval.
2. 6.0 m lane dedication along the entire west property line.
3. 2.0 m road dedication along the entire No. 5 Road frontage, plus a 4.0 m by 4.0 m. corner cut.
4. Submission of a Landscape Plan, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development, and deposit of a Landscaping Security based on 100% of the cost estimate provided by the Landscape Architect, including installation costs and a 10% contingency. The Landscape Plan should:
 - comply with the guidelines of the OCP's Arterial Road Policy and should not include hedges along the front property line;
 - include a mix of coniferous and deciduous trees;
 - include the dimensions of tree protection fencing as illustrated on the Tree Retention Plan attached to this report; and
 - include the 4 required new trees with the following minimum sizes:

No. of New Trees	Minimum Caliper of Deciduous Tree	Minimum Height of Coniferous Tree
4	6 cm	3.5 m

5. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
6. Submission of a Tree Survival Security to the City in the amount of \$2,940 for the one tree to be retained.
7. Registration of an aircraft noise indemnity covenant on title.
8. Registration of a flood indemnity covenant on title.
9. Registration of a legal agreement on title to ensure that vehicle access to the subject site is from the rear lane only, with vehicle access prohibited to Woodhead Road and No. 5 Road.
10. Registration of a legal agreement on Title to ensure that no final Building Permit inspection is granted until a secondary suite is constructed on each of the two future lots, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.
11. Registration of a legal agreement on Title to ensure that the Building Permit application and ensuing development on Proposed Lot B is generally consistent with the preliminary conceptual plans included in Attachment 4 to this staff report.
12. Discharge of SRW RD54442, which will no longer apply to the subject site following dedication of the rear lane.

Prior to a Demolition Permit* issuance, the developer is required to:

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

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

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.

ENCL 135

Initial: _____

2. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

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, to following:

Water Works:

- Using the OCP Model, there is 308 L/s of water available at 20 psi residual at the hydrant located at the north east corner of 11951 Woodhead Road and 255 L/s of water available at 20 psi residual at the hydrant located on the 11940 Woodhead Road frontage. Based on your proposed development, your site requires a minimum fire flow of 95 L/s.
- At the Developer's cost, 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 designs at Building Permit stage.
- At the Developer's cost, the City will:
 - Replace the existing water service connection off of the 200 mm PVC watermain on No. 5 Road, complete with water meter.
 - Relocate the ex. fire hydrant on No. 5 Rd frontage, if required by frontage works.
 - Install a water service connection off of the existing 200mm PVC watermain on No. 5 Road, complete with water meter.

Storm Sewer Works:

- At the Developer's cost, the Developer is required to:
 - Install lane drainage in the proposed lane complete with catch basins and manholes.
 - Check the existing storm service connections along the east property line (STLAT88516 & STLAT88515). The video inspection report, complete with Engineer's signed and sealed letter confirming the condition, capacity, and material of the existing inspection chambers and connections, is to be submitted with the first Servicing Agreement submission for City review and approval.
 - If deemed acceptable by the City, the existing service connections may be retained. In the case that a service connection is not in a condition to be re-used, the service connection shall be replaced by the City, at the Developer's cost, as described below.
- At the Developer's cost, the City will:
 - Cut, cap, and remove the existing storm service connections along the east property line of the subject site (STLAT88516 & STLAT88515).
 - Install a new storm service connection at the adjoining property line of the 2 newly created lots, complete with inspection chamber, off of the existing storm sewer along No. 5 Road.
 - Cut, cap, and remove the existing storm service connections along the south property line of the subject site (STLAT92736, STLAT92737 & STLAT65457), regardless of the condition of the existing inspection chambers on No. 5 Road (STIC52893 & STIC40369).

Sanitary Sewer Works:

- The Developer is required to:
 - Not start onsite foundation construction prior to completion of rear yard sanitary works by City crews.

- At the Developer's cost, the City will:
 - Cut, cap, and remove the existing sanitary service connection at the west property line (SCON8419).
 - Install a new sanitary service connection at the adjoining property line of the 2 newly created lots, complete with inspection chamber, off of the existing sanitary main along the east property line.

Frontage Improvements:

- 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.
 - Design and construct the rear lane to City Engineering Design Standards, including lane drainage and lighting.
 - Design and construct improvements to No. 5 Road, including:
 - Min. 1.5 m wide landscaped boulevard behind the existing curb, and 3.0 m wide concrete sidewalk at the new property line;
 - A 9.0 m corner radius is required for the new curb and the southwest corner of the intersection.
 - Signal modifications, such as equipment relocation and pavement markings, to reflect the upgraded sidewalk and boulevard configuration.
 - Design and construct improvements to Woodhead Road, including:
 - Pavement widening to allow for future 11.2 m wide ultimate road width;
 - Concrete curb and gutter located 5.6 m north of the existing centreline of the road;
 - Min. 1.5 m wide landscaped boulevard behind the new curb, and a 1.5 m wide concrete sidewalk at the property line.

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.

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 9857 (RZ 17-775098)
11951 Woodhead Road**

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

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

P.I.D. 010-096-418

Lot 2 Section 36 Block 5 North Range 6 West New Westminster District Plan 15560

2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9857"**.

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: October 10, 2018

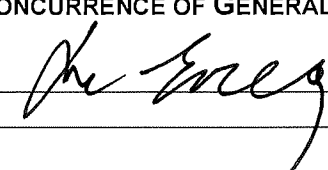
File: RZ 14-678448

Re: Revised Rezoning Considerations for the Application by 1004732 B.C. Ltd. for Rezoning at 6840 & 6860 No. 3 Road and 8051 Anderson Road from "Downtown Commercial (CDT1)" to "City Centre High Density Mixed Use with Office (ZMU31) - Brighthouse Village"

Staff Recommendation

That the rezoning considerations associated with Richmond Zoning Bylaw 8500, Amendment Bylaw 9510, for the rezoning of 6840 & 6860 No. 3 Road and 8051 Anderson Road from "Downtown Commercial (CDT1)" to "City Centre High Density Mixed Use with Office (ZMU31) - Brighthouse Village", be revised to remove the rezoning considerations requiring off-site statutory rights of way and modify additional considerations consequential to this change.


Wayne Craig
Director, Development
WC:sds
Att. 5

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

Staff Report

Origin

1004732 B.C. Ltd. has requested to revise the rezoning considerations associated with Richmond Zoning Bylaw 8500, Amendment Bylaw 9510, for the rezoning of 6840 & 6860 No. 3 Road and 8051 Anderson Road from “Downtown Commercial (CDT1)” to “City Centre High Density Mixed Use with Office (ZMU31) - Brighthouse Village”, to remove the consideration requiring off-site statutory rights of way (SRWs) and to modify additional considerations consequential to this change.

On January 23, 2017, Council granted first reading to Richmond Zoning Bylaw 8500, Amendment Bylaw 9510, to rezone the subject properties to permit the development of a high-density, mixed commercial and residential use building. Amendment Bylaw 9510 was subsequently granted second and third reading at the Public Hearing on February 20, 2017. The original report to Council, dated January 10, 2017, is provided (Attachment A). The Development Permit application (DP 15-708092) associated with the rezoning application was endorsed by the Development Permit Panel on November 16, 2017.

As a consideration of rezoning, the applicant was required to acquire off-site SRWs to utilize the east-west lane system for movement of trucks accessing and exiting the subject site. However, the owners of the properties on which the SRWs would be located declined to provide them. Staff have worked with the applicant to make minor modifications to the proposed development in order to address the access and egress requirements without the SRWs.

The rezoning application cannot proceed to final adoption unless Council revises the original rezoning considerations. Due to the proposed changes being minor and not impacting land use or density, the revised proposal does not require a new Public Hearing. If Council supports the proposed amendments, staff will forward a new report to the Development Permit Panel seeking endorsement of the revisions.

Findings of Fact

Please refer to the original staff report dated January 10, 2017 (Attachment A) for detailed information regarding the rezoning application.

Analysis

Original Proposal

The original proposal utilized the evolving east-west lane system on the north side of the subject site, as well as a new north-south lane on the subject site, to support truck movement between Anderson Road and Buswell Street. To establish and secure a functional lane width for the east-west portion of this system, the applicant was required to secure statutory rights of way (SRWs) on three off-site properties to the north of the subject site (6820 No. 3 Road, 8080 & 8108 Park Road). A map illustrating the previously required off-site SRWs is provided in Attachment B.

Proposed Changes

As the property owners to the north were unwilling to provide the SRWs, the applicant has made minor modifications to the design to provide for access and egress using Anderson Road only, through the provision of a turnaround area on-site. The revised plans are provided in Attachment C, with clouding showing the proposed changes. A red-lined version of the proposed revised rezoning considerations is provided in Attachment D, which removes the off-site SRW requirement (item #7 of the rezoning considerations) and modifies additional considerations consequential to this change as described below.

The turnaround area is proposed to be located in the northeast corner of the site, and requires that a portion of the building on the ground, mezzanine and second floors be recessed to provide adequate vehicle maneuvering area and clearance. The original rezoning considerations included a requirement for a volumetric public right of passage (PROP) and SRW to secure the north-south lane for access (item #4). This consideration has been revised to include the new area for vehicle turnaround. The applicant has provided a revised preliminary SRW PROP plan to demonstrate this change (Attachment E). The final plan will be confirmed and secured through the Servicing Agreement process, along with the following additional works (item #29):

- Lighting, bollards, curb and gutter, pavement widening and decorative surface treatment for the expanded turnaround area in the interim condition.
- Cash-in-lieu amount to restore the lane to the ultimate design.
- Through the Servicing Agreement design, a temporary loading bay on Anderson Road will be pursued for large vehicles, and additional signage will be required to identify the location. Once the lane network adjacent to the site expands in the future, any temporary on street loading facility will be removed.

The proposed removal of the building area results in a reduction of 11 vehicle parking spaces. The reduction in vehicle parking includes the reduction of shared commercial and residential visitor parking spaces from 41 to 36 (item #13). The revised proposal still complies with the minimum required number of vehicle parking spaces as per Zoning Bylaw 8500, as the original proposal exceeded the minimum bylaw requirement. Transportation demand management (TDM) measures, including end of trip facilities, car share spaces and pedestrian circulation improvements, were secured as part of the original rezoning application. Staff consider these measures adequate to compensate for the marginal loss of vehicle parking by promoting alternative modes of travel to the site.

Staff support the proposed changes and notes that, in the future, when the lane is fully secured through redevelopment of the adjacent properties, through movement between Anderson Road and Buswell Street will be feasible.

In order to move forward with the proposed changes, the applicant has requested to revise the rezoning considerations. An additional Public Hearing is not required as the revised proposal does not impact land use or density and is relatively minor. No additional conditions from the previous rezoning considerations are proposed to change, other than those identified in this report and the revised rezoning considerations provided in Attachment D.

Next Steps

Should Council wish to proceed with the revised rezoning considerations, the applicant would be required to satisfy the remaining rezoning considerations prior to final adoption of the rezoning bylaw.

The Development Permit application (DP 15-708092) associated with the rezoning application was endorsed by the Development Permit Panel on November 16, 2017. A new report will be forwarded to the Development Permit Panel to address the minor changes to the building. Public notification, including direct mail-outs within 50 m of the subject site, will be provided through the DP process to notify surrounding residents of the changes.

Conclusion

1004732 B.C. Ltd. has requested to revise the rezoning considerations associated with the application to rezone the properties at 6840 & 6860 No. 3 Road and 8051 Anderson Road from “Downtown Commercial (CDT1)” to “City Centre High Density Mixed Use with Office (ZMU31) - Brighthouse Village”, in order to remove the requirement for off-site statutory rights of way (SRW), and proceed with the development of a high-density, mixed commercial and residential use building in City Centre’s Brighthouse Village.

Council granted second and third reading to the Richmond Zoning Bylaw 8500, Amendment Bylaw 9510, associated with the subject application, at the Public Hearing on February 20, 2017. The applicant has been unable to acquire off-site SRWs identified in the original rezoning considerations, but has worked with staff to make minor modifications so that the development may function without the SRWs.

On this basis, it is recommended the rezoning considerations be amended.



Janet Digby, Architect AIBC
Planner 3



Steven De Sousa
Planner 1

JD:sds

Attachment A: Original Report to Council dated January 10, 2017

Attachment B: Previously Required Off-Site Statutory Rights-of-Way

Attachment C: Revised Submission

Attachment D: Red-lined Version of the Revised Rezoning Considerations

Attachment E: Revised Survey Plan (SRW)



**City of
Richmond**

Report to Committee
Planning and Development Division

To: Planning Committee

Date: January 10, 2017

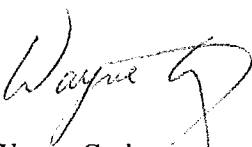
From: Wayne Craig
Director, Development

File: RZ 14-678448

Re: Application by 1004732 BC Ltd. for Rezoning at 6840 & 6860 No. 3 Road and 8051 Anderson Road from "Downtown Commercial (CDT1)" to "City Centre High Density Mixed Use with Office (ZMU31) – Brighthouse Village"

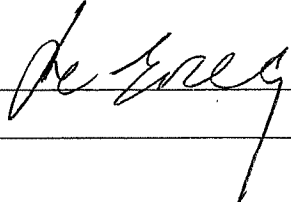
Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9510 to create the "City Centre High Density Mixed Use with Office (ZMU31) – Brighthouse Village" zone, and to rezone 6840 & 6860 No. 3 Road and 8051 Anderson Road from "Downtown Commercial (CDT1)" to "City Centre High Density Mixed Use with Office (ZMU31) – Brighthouse Village", be introduced and given first reading.


Wayne Craig
Director, Development

WC:jd

Att.

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

Staff Report

Origin

1004732 BC Ltd. has applied to the City of Richmond for permission to rezone the properties at 6840 & 6860 No. 3 Road and 8051 Anderson Road (Attachments 1&2) from “Downtown Commercial (CDT1)” to a new site-specific zone, “City Centre High Density Mixed Use with Office (ZMU31) – Brighthouse Village”, in order to permit the development of a high-density, mixed commercial and residential use building in City Centre’s Brighthouse Village (Attachment 3). Key components of the proposal include:

- a podium and tower form of development;
- a total floor area of 18,701 m² (201,292 ft²) comprised of approximately:
 - 1,149 m² (12,371 sq.ft.) of retail space on the ground level,
 - 9,794 m² (105,420 sq.ft.) of office space in a twelve-storey tower component facing No. 3 Road, and,
 - 7,757 m² (83,501 sq.ft.) of multi-family residential space in a ten-storey mid-rise component facing Anderson Road;
- a total of seventy-five (75) studio through three-bedroom dwelling units including:
 - sixty-seven (67) one-storey apartment units, and
 - eight (8) two-storey apartment units;
- 5% of the residential floor area allocated to five (5) affordable housing units;
- a variety of utility, transportation and parks improvements and cash contributions along with development of an enhanced public realm along No 3 Road;
- cash-in-lieu contributions of \$515,105.15 for child care, \$1,417,398.31 for community facilities, \$50,304.72 for community planning and \$114,861.64 for public art; and
- a LEED Silver-equivalent building designed and constructed to connect to the future district energy utility (DEU) system.

Conceptual plans of the rezoning proposal are provided (Attachment 5). A list of Rezoning Considerations (Attachment 6) is provided (signed copy on file).

Findings of Fact

A Development Application Data (Attachment 4) is provided for comparison of the proposed development with the proposed site specific zone requirements.

Site and Surrounding Development

The subject site is located on the northeast corner of No. 3 Road and Anderson Road. The site is relatively flat and is currently preloaded in preparation for construction. The previous low scale development has been removed.

Properties in the surrounding area have been or are likely to be redeveloped with higher density commercial, residential and mixed used developments. Please refer to the Brighthouse Village Specific Land Use Map for additional information (Attachment 3). Current and future potential surrounding development includes:

To the North: Three lots fronting No. 3 Road developed with low scale commercial buildings

and surface parking to the rear. Also, to the north, two lots facing Park Road. All lots to the north could be redeveloped under the current Downtown Commercial (CDT1) zoning or could be rezoned under the CCAP, resulting in a commercial or mixed use podium and tower development with an FAR ranging between 3.0 and 4.0 and a maximum height of 47.0 m GSC.

To the South: Across Anderson Road, four lots fronting No. 3 Road developed with low scale commercial buildings and surface parking to the rear, and, at 8080 Anderson Road, an affordable housing development (currently under construction) that was approved with an FAR of 3.48 and a height of 43.5 m GSC (*DP 12-605094*). The properties fronting No. 3 Road could be redeveloped under the current Downtown Commercial (CDT1) zoning or could be rezoned under the CCAP, resulting in a commercial or mixed use podium and tower development with an FAR of between 3.0 and 4.0 and a maximum height of 47 m GSC.

To the East: An existing commercial and residential podium and tower development, with internal parking (*DP 91-000172*). Further to the east, a recently approved mixed use podium and tower development will be constructed (*DP 13-645286*).

To the West: Across No. 3 Road, the Richmond City Hall precinct with an eight-storey civic building, landscaped grounds and a combination of underground and surface parking. Additionally, across No. 3 Road, the Richmond Centre site which is currently developed with a two-storey mall surrounded by surface parking and is also under application to amend the OCP to adjust land use designation boundaries (*CP 16-752923*).

Related Policies

A. Official Community Plan/City Centre Area Plan

Official Community Plan: The Official Community Plan (OCP) designates the site as “Downtown Mixed Use”. The proposed rezoning is consistent with this designation.

City Centre Area Plan: The City Centre Area Plan (CCAP) designates the site as “Urban Core T6 (45m)”. The proposed rezoning is consistent with this designation.

B. Other Policies, Strategies and Bylaws

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

Aircraft Noise Sensitive Development Policy: The proposed development is located in Area 4 on the Aircraft Noise Sensitive Development Map. The proposed redevelopment must address the requirements of the Aircraft Noise Policy including provision of an acoustic consultant report regarding sound attenuation measures to be incorporated into the development. Registration of aircraft noise covenant is required prior to final adoption of the rezoning bylaw.

Mixed Use Noise and Ambient Noise: The proposed development must address additional OCP Noise Management Policies, specifically Mixed Use Noise and Ambient Noise. Requirements include provision of an acoustic consultant report regarding sound attenuation measures and registration of associated noise covenants before final adoption of the rezoning bylaw.

Affordable Housing Strategy: The proposed development provides for affordable housing. Registration of an Affordable Housing Agreement is required prior to final adoption of the rezoning bylaw. The specific details of the affordable housing proposal are provided in Analysis, Section B.2 – Affordable Housing.

Richmond Public Art Policy: The proposed development addresses the Richmond Public Art Policy and provides for a financial contribution toward public art in the Brighthouse No. 3 Road Art Walk. The specific details of the affordable housing proposal are provided in Analysis, Section B.3 – Community Amenities.

District Energy Utilities: The proposed development will be designed to utilize energy from a District Energy Utility when a neighbourhood DEU is implemented. Connection to the future DEU system will be secured with a legal agreement.

Public Consultation

A rezoning notification sign was installed on the subject property. In response, staff received comments from existing tenants, residents of an adjacent property and owners of nearby commercial properties.

Existing Tenants: Existing tenants were concerned about being displaced by the proposed development. The developer and tenants resolved their issues, the tenants have since relocated their businesses and the previous development removed from the site.

Neighbouring Residential Properties: The occupants of one of the mid-level residential units in the building immediately to the east of the subject site (8111 Anderson Road) expressed concern that the new development would eliminate existing western views and reduce privacy. The site is being developed in accordance with the City Centre Area Plan. The applicant has responded to neighbours' privacy concerns with multiple changes to the eastern end of the development. Changes include:

- increasing the side yard setback by approximately 1.5 m at the relevant building level;
- orienting the main windows of the proposed development to the north and south;
- making most of the east façade solid with a few, carefully placed, small windows;
- eliminating access to two deck areas parallel to the east property line;
- adding hedge and tree screening on a second, larger deck area also parallel to the east property line; and
- changing the programming of the second deck to focus on urban agriculture rather than ongoing socializing.

Neighbouring Commercial Properties: Owners of nearby commercial developments have expressed concerns about the impacts of site preloading on the structure and finishing of their buildings. Staff have referred the property owners to the applicant as this is considered to be a civil matter.

Advisory Design Panel

The design of the proposed development (DP 15-708092) was forwarded to the ADP for comment on November 18, 2015. Feedback from the Panel (Attachment 7) led to elimination of an east-west pedestrian connection between No. 3 Road and the evolving east-west lane system to the east. Otherwise, the proposal was well received by Panel members, who recommended a variety of small changes.

Analysis

Staff have reviewed the proposed rezoning and find that it is generally consistent with City policy objectives described in the Official Community Plan (OCP) and City Centre Area Plan (CCAP) including but not limited to: public and private infrastructure; community benefits and amenities; and, basic development conditions such as land use, density and height. Further, the proposed development contributes to an enhanced public realm and addresses potential impacts on surrounding developments.

The applicant has agreed to undertake the considerations of rezoning related to the foregoing as well as those related to subdivision, indemnification and other legal agreements to be registered on title (Attachment 6).

A. Proposed Zoning

The proposed rezoning is consistent with the Brighthouse Village Specific Land Use Map transect land use designation, Urban Core T6 (45 m), which provides for up to 3.0 FAR of mixed use density and eligibility for an additional 1.0 FAR of Village Centre Bonus (VCB) commercial density.

A new site specific zone, "City Centre High Density Mixed Use with Office (ZMU31) – Brighthouse Village", is proposed that incorporates specific requirements regarding the relative amounts of commercial and residential uses, the provision of affordable housing on-site and various form of development parameters.

B. CCAP Implementation Policies**1. Utility, Transportation and Parks Infrastructure**

The proposed infrastructure improvements are summarized below and will be realized through a Servicing Agreement (SA). The infrastructure improvements are not eligible for Development Cost Charge (DCC) credits and will be funded by the developer.

City Utilities: The developer is required to undertake a variety of water, storm water drainage and sanitary sewer frontage works. Included are:

- a water main upgrade on Anderson Road;
- a storm sewer upgrade on Anderson Road;
- a lane drainage upgrade to the north of the subject site as well as the site to the east; and
- a combination of temporary sanitary sewer work and permanent upgrades on Anderson Road that will connect with a new sanitary sewer to be constructed on Buswell Street under the City's Capital Plan.

The frontage and other infrastructure improvements are detailed in the Servicing Agreement section of the Rezoning Considerations (Attachment 6).

Private Utilities: Undergrounding of Hydro service lines is required.

Transportation Network: The CCAP encourages completion and enhancement of the City street and lane network. Based on the City's road network objectives and the submitted Traffic Impact Analysis (TIA) frontage and off-site street, lane and intersection improvements are as follows.

- No. 3 Road: The No. 3 Road vehicle lane widths will remain the same. The back-of-curb cross-section will be widened to accommodate a boulevard, bikeway, greenway and sidewalk, all of which are intended to support an enhanced public realm. A property dedication is required.
- Anderson Road: The Anderson Road vehicle and back-of-curb cross-section widths will remain the same. No dedications are required. The finishing of the back of curb areas will be upgraded, including the frontage of 8111 Anderson Road, to establish a consistent frontage design between No. 3 Road and Buswell Street.
- North-South Lane: Development of a formalized north-south lane system to the east of No. 3 Road will begin with the creation of a new north-south connection through the subject site. Because of the configuration of the site and building, this connection will occur at ground level only and will be secured as a volumetric statutory right of way (SRW). The connection is designed to be used by cars, trucks and pedestrians.
- East-West Lane: There is an evolving east-west lane system running from Buswell Street to the site. The proposed development will contribute to this system with a 3.0 m land dedication from the north east edge of the site along with associated frontage improvements. (Note: Additional contributions to the interim functioning of the evolving east-west lane system are discussed in Analysis, Section C.2 – *Site Access-Off-site*).
- Transportation Impact Analysis Measures (TIA): Based on the findings of the TIA study, various off-site improvements are required as follow.
 - pedestrian upgrades at the No. 3 Road and Anderson Road intersection including:
 - upgrade the crosswalks at the intersection with decorative stamped asphalt treatment and yellow tactile warning pavers at the curb ramps to improve visibility and accessibility of crosswalks;
 - pedestrian upgrades at the Anderson Road and Buswell Road intersection including:
 - installation of two special crosswalk signals (side-mounted) with APS for the north and south legs of the intersection and service panel; pedestrian detection and communications conduit, cable and junction boxes;
 - add new curb ramps on east side per City Engineering Design Specification standards with tactile warning strips; and
 - street sign upgrades at the Granville Avenue and Buswell Street intersection including:
 - upgrade intersection with illuminated street name signs.

Parks and Open Space Network: The CCAP identifies No 3 Road as part of the City's greenway system. The No. 3 Road back-of-curb cross-section accommodates greenway functions.

Public Realm Design – No. 3 Road: Detailed design development of the required frontage improvements will be undertaken through the Development Permit and Servicing Agreement processes. The preliminary public realm plan for the subject development (Attachment 8) shows

the proposed locations and designs for various paths, spaces, hard and soft landscape, street furnishings and finishing. However, as the CCAP envisions an “art walk” along No. 3 Road from the Canada Line Station to Granville Ave., staff are hoping to work with current developers and/or a consultant to develop a comprehensive public realm vision that unifies and celebrates the Brighthouse Village Centre and the Brighthouse section of the No. 3 Road corridor.

Public Realm Design - North-South Lane SRW: The proposed north-south lane runs through the middle of the ground level of the proposed development. To encourage pedestrian use, increase safety and reduce the visual impact of a large opening in the streetwall, the applicant proposes an enhanced design treatment on the ground, walls and ceiling using coloured concrete banding interspersed with embedded lighting. The enhanced design will be implemented through the Development Permit and Servicing Agreement processes.

2. Affordable Housing

The CCAP Implementation Strategy, in conjunction with the Affordable Housing Strategy, provides for density bonusing to achieve low end market rental units in residential and mixed use development of 80 or more units. Where there are fewer than 80 units, cash-in-lieu may be provided.

Low End Market Rental Housing (LEMR): Although the proposed development is less than 80 units, the developer has chosen to provide the affordable housing on-site. The proposal includes a total of five (5) LEMR units, with a combined floor area of 395.7 m² (4,259.28 sq.ft.) which is 5% of the residential floor area. The proposed LEMR unit allocation includes:

Unit Type	Affordable Housing Strategy Requirements			Project Targets (2)	
	Minimum Unit Area	Maximum Monthly Unit Rent (1)	Total Maximum Household Income (1)	Unit Mix	# of Units
Bachelor	37 m ² (400 ft ²)	\$850	\$34,000 or less	0%	0
1-Bedroom	50 m ² (535 ft ²)	\$950	\$38,000 or less	40%	2
2- Bedroom	80 m ² (860 ft ²)	\$1,162	\$46,500 or less	60%	3
3-Bedroom	91 m ² (980 ft ²)	\$1,437	\$57,500 or less	0%	0
TOTAL		N/A	N/A	100%	5

(1) May be adjusted periodically, as provided for under adopted City policy.

(2) 100% of affordable housing units shall meet Richmond Basic Universal Housing (BUH) standards or better.

The units will be secured with a housing agreement which will include terms regarding the integration of the affordable units with the market units; tenant access to the indoor and outdoor common amenity areas; and, provision of affordable parking spaces at no additional charge.

3. Community Amenities

The CCAP Implementation Strategy includes density bonusing and other measures to support community enhancements that are desirable in the context of City Centre densification. The proposed rezoning includes offers to contribute to the following community amenities in accordance with the OCP.

Child Care: The proposed rezoning is located in the Brighthouse Village Specific Land Use Map “T6” area and is subject to a density bonus provision requiring that one percent (1%) of the residential floor area (excluding affordable housing floor area) be provided to the City in the

form of child care space or a cash-in-lieu contribution to the Childcare Development Reserve Fund and Childcare Operating Contributions accounts (90% and 10% respectively). Community Services staff have reviewed the location of the development and the potential for child care in the available floor area and recommend that the City accept a total cash-in-lieu contribution based on the finished value of the space (a minimum of \$515,105.15 calculated using the proposed floor area $[0.01 \times 7,361.8 \text{ m}^2 \times \$6,997/\text{m}^2]$).

Community Facilities: The proposed rezoning is located in the Brighthouse Village Specific Land Use Map “Village Centre Bonus (VCB)” area and incorporates a VCB density increase of 0.83 FAR. Five percent (5%) of this area is expected to be provided back to the City in the form of community amenity space or a cash-in-lieu contribution to the City Centre Facility Development Fund (100%). Community Services staff have reviewed the location of the development and the potential for community amenities in the limited floor area (202.6 m^2) and recommend that the City accept a cash-in-lieu contribution based on the finished value of the space (a minimum of \$1,417,398.31 calculated using the proposed floor area $[0.05 \times .83 \times 4,881.26 \text{ m}^2 \times \$6,997/\text{m}^2]$).

Community Planning: The proposed rezoning is subject to a community planning implementation contribution to the CC-Community Planning and Engineering account contribution for future community planning (a minimum of \$50,304.72 calculated using the proposed floor area $[18,700.64 \text{ m}^2 \times \$2.69/\text{m}^2]$).

Public Art: The CCAP looks to public art to enrich and animate the public realm. The subject site is located on No. 3 Road between Granville Avenue and the Brighthouse Canada Line Station, an area specifically identified for development of an “art walk” in the public and adjacent private realm. Community Services staff have considered public art contribution options for this area and recommend that the City accept a cash-in-lieu contribution to the Public Art Provision account (15%) and the Public Art Reserve account (85%) so that a co-ordinated approach for the full length of the art walk (Granville Avenue to the Canada Line Station) can be pursued. The public art contribution is calculated on both the commercial and residential space (a minimum of \$114,861.64 calculated using the proposed floor areas $[10,943.14 \text{ m}^2 \times \$4.63/\text{m}^2 + 7361.8 \text{ m}^2 \times \$8.72/\text{m}^2]$).

C. Other CCAP Development Policies

1. Households and Housing

Seniors and Special Needs: The CCAP encourages inclusion of seniors and special needs housing close to shops, services, transit and community amenities. The proposed development is consistent with the policy and includes a variety of independent living unit types to support aging in place and different ability needs.

Type	Affordable	Market	Intent	Standard
Aging in Place	0	66	- support mobility and usability	Per OCP
Adaptable + Basic Universal Housing	4	4	- reno potential for wheelchair plus added floor area for manoeuvring	Per BCBC and RZB
Barrier Free	1	0	- move in with wheelchair - includes basic universal housing	Per BCDH

2. Transportation

Site Access: Pedestrian and vehicular access is provided as follows.

- Site Access - On-site: Pedestrian access is provided to individual shop fronts on the two street frontages, to an office lobby on No. 3 Road and to a residential lobby on Anderson Road. Vehicular access is provided via the new north-south lane SRW, which can be entered from Anderson Road on the south and from the evolving east-west lane system on the north.
- Site Access - Off-site: The applicant is proposing to utilize the evolving east-west lane system on the north side of the site to support truck movement. To establish a functional lane width, the current dedicated portions of the lane must be supplemented with statutory rights of way (SRWs) on various properties to the north of the subject site. Provision of the SRWs as well as interim upgrades such as curbing and paving are a consideration of rezoning.

Parking and Loading: The proposal addresses the City's parking and loading policy objectives as follows.

- Parking: The proposed parking rates are consistent with the parking provisions of the Richmond Zoning Bylaw including the opportunity to reduce parking in conjunction with transportation demand management (TDM) measures. A 10% TDM reduction is proposed for the commercial (retail) parking and the following TDM measures are offered.
 - On-Site Measures: Proposed on-site measures, to be implemented through the DP, include:
 - end of trip facilities for the commercial uses; and
 - provision of two EV quick-charge car share spaces within the development with cars provided and managed for a minimum of three years by a car share company.
 - Off-Site Measures: Proposed off-site measures, to be implemented through the SA, include:
 - back of curb frontage improvements across the width of 8111 Anderson Road to match those of subject site;
 - lane improvements including installation of a 1.5 m sidewalk along the north side of 8111 Anderson Road; and
 - a contribution of \$50,000 to future upgrading of the traffic signal at Park Road and Buswell Street.
- Loading: The proposed development is consistent with the Richmond Zoning Bylaw loading provisions for medium and large size trucks. An agreement regarding shared commercial/residential use of the medium size truck spaces is required.

Electric Vehicles: The OCP supports integration of new vehicle technologies that reduce use of non-renewable energy. The proposed rezoning will incorporate EV charging into 20% of the residential parking stalls, prepare a further 25% of the residential parking stalls for future installation of EV charging and provide EV charging for 1 per 10 Class 1 bicycle spaces.

3. Ecology and Adaptability

Living Landscape: The CCAP looks to development to support and enhance ecological functioning in City Centre through the creation of a continuous and interconnected landscape

system. The proposed development will contribute to the ecological network through a number of measures including:

- retention of existing street trees along No. 3 Road;
- addition of street trees along Anderson Road;
- provision of soft landscape areas in the back-of-curb public realm areas of No. 3 and Anderson Roads that will be designed as multi-layered habitats complete with trees;
- provision of extensive soft landscape, including trees, in the development's common outdoor amenity areas, which are located on multiple floor levels and the residential roof level; and
- provision of intensive/extensive green roofs on other roof levels.

Further review of the landscape proposal will occur with the Development permit process.

Greening of the Built Environment: The proposed development will be designed to achieve a sustainability level equivalent to the Canada Green Building Council LEED Silver certification.

4. Development Concept Review

The CCAP includes a variety of policies intended to shape development to be livable, functional and complementary to the surrounding public and private realm. Those policies most critical to the development concept at the rezoning stage are reviewed below.

Massing Strategy: The massing of the proposed development is arranged to reflect the allocation of uses on the site and is consistent with the general objectives of the CCAP. Double height retail spaces line both street frontages at the ground level. The office uses are primarily located in a 46.9 m (GSC) high "tower" building that overlooks both No. 3 Road and the interior podium level courtyard. The residential uses are primarily located in a 33.6 m (GSC) high "midrise" building that overlooks Anderson Road and the interior podium-level courtyard. The tower and midrise are set in a lower scale podium base, which is sized, in the case of No. 3 Road, to establish a strong and continuous streetwall on the block face, and, in the case of Anderson Road, to have a more residential scale that will step back in sync with the existing mixed use development to the east. Loading and five levels of parking are located within the podium, along with the north-south lane SRW.

Adjacencies: The relationship of new development to adjacent public and private properties is assessed with the intent that negative impacts are reduced and positive ones enhanced.

- Public Adjacencies: The overall massing arrangement, which pushes the bulk of the building floor area toward the street edges, helps establish comfortable street cross-section proportions on No.3 Road and Anderson Road, both of which are "wider-than-typical" streets. Street animating uses, with large window areas and opportunities for sunny outdoor patios, are located along both streets and weather protection is provided.
- Private Adjacencies: The proposed development is massed to locate the densest and highest forms away from adjacent sites. For future development to the north, this reduces shadowing and overlook impacts and increases tower location options. For existing development to the east (8111 Anderson Road), this optimizes light access and outlook for most of the residential units in the development.

- Common Property Line Interfaces: Because the design of the proposed development anticipates a similar podium and tower style development on the site to the north, there is a long wall on the shared property line. The applicant proposes to embellish this wall with a combination of architectural concrete, painted concrete and metal mesh panels to provide “interim” visual interest. The property line interface with the property to the east is not visible as the podium of the subject development steps along with the podium of the adjacent development.

DP Guidelines: Additional review of the following building features will occur through the Development Permit Application process.

- Parking and Loading: A draft functional plan showing internal truck manoeuvring has been provided and will be finalized through the DP process.
- Waste Management: A draft waste management plan has been submitted and will be finalized through the DP process.
- Rooftop Equipment: Rooftop mechanical equipment and building mounted telecom equipment can be unsightly when viewed from the ground and from surrounding buildings. To prevent diminishment of both the architectural character and the skyline, a more detailed design strategy for rooftop equipment/enclosures is required.
- Common Amenity Spaces: The proposed indoor and outdoor common amenity space areas slightly exceed the OCP and CCAP DP Guidelines expectations, as tabulated in the Development Application Data and Floor Area Summary (Attachment 4). A legal agreement stipulating that all amenity spaces be available to all tenants is a requirement of rezoning. Review of the proposed amenity space programming and landscaping will occur with the DP process.
- Private Amenity Spaces: The City has adopted guidelines for the provision of private outdoor space for residential uses. Assessment of the proposed private amenity areas will be undertaken within the DP process.
- Crime Prevention through Environmental Design (CPTED): The City has adopted policies intended to minimize opportunities for crime and promote a sense of security. A CPTED checklist and plans demonstrating natural access, natural surveillance, defensible space and maintenance measures will be reviewed within the development permit process.
- Accessibility: In addition to providing a variety of accessible units (per Analysis, Section C.1 – Households and Housing), the proposed development will be required to provide good site and building accessibility and visitability. Provision of a checklist along with design implementation will occur within the development permit process.

Form and Character: Within the Development Permit Application process, the form and character of the proposed development is assessed against the expectations of the development Permit Guidelines. As a DP Application was submitted shortly after the Rezoning Application, form and character comments have been provided to the applicant by both staff and the Advisory Design Panel. Additional modifications resulting from Council recommendations or further Advisory Design Panel comments will be addressed within the Development Permit approval process.

D. City-wide Policies

1. Tree Retention, Protection and Replacement

Off-site Trees: Three existing street trees located on No. 3 Road are proposed to be retained and a fourth to be removed to accommodate intersection visibility and bike lane integration. The other two trees are located on adjacent frontages and will be protected. A contribution of \$1,300 to the City's Tree Compensation Fund for the removed tree is a consideration of rezoning.

Tree Management Plan: The applicant has submitted a tree management plan which identifies the six off-site trees and related tree protection measures. Further, the applicant has submitted a Certified Arborist Memo concerning the No. 3 Road street trees that includes recommendations for management of upheaval due to the root system.

Tree Protection: Due to concerns about sidewalk buckling, the No. 3 Road sidewalk was recently repaved on the instructions of Engineering staff. This work, which included pruning of the tree roots, may ultimately compromise the viability of the trees. Should the trees require replacement, appropriate contributions will be managed through the Servicing Agreement process. In the meantime, staff recommend proceeding as though the trees will remain viable.

E. Land and Legal Interests

The proposed rezoning will alter the current property boundaries and legal encumbrances as well as create new ones, as summarized below.

Existing Encumbrances: The applicant has provided a Charge Summary and Opinion prepared by a lawyer. The lawyer advises that encumbrances related to various existing Statutory Rights of Way may be removed and that the proposed rezoning does not create other adverse circumstances. There are six SRWs that may be discharged or, where relevant, modified to accommodate new "public right of passage" SRWs to be provided on properties to the north of the subject site (per east-west lane). The SRWs are described in the Rezoning Considerations (Attachment 6).

Subdivision and New Encumbrances: Sketch survey plans showing the preliminary consolidated site dimensions and site area after required dedications, as well as the location, preliminary dimensions and areas of on-site statutory rights of way, easements and encroachments have been provided (Attachment 9).

F. Financial Impact

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


January 10, 2017

-13-

RZ 14-678448

Conclusion

The application by 1004732 BC Ltd to rezone the properties at 6840 & 6860 No. 3 Road and 8051 Anderson Road in order to develop a high-density, mixed commercial and residential use high rise building is consistent with City objectives as set out in the OCP, CCAP and other City policies, strategies and bylaws. The public realm and built form designs will set a high standard for redevelopment of the Brighthouse Village No. 3 Road "art walk" corridor and the engineering, transportation and parks improvements, along with the in-kind and in-lieu density bonusing contributions provided by the developer, will help to address a variety of community needs. On this basis, it is recommended that Zoning Bylaw 8500, Amendment Bylaw 9510 be introduced and given first reading.



Janet Digby, Architect AIBC
Planner 3

JD:rg

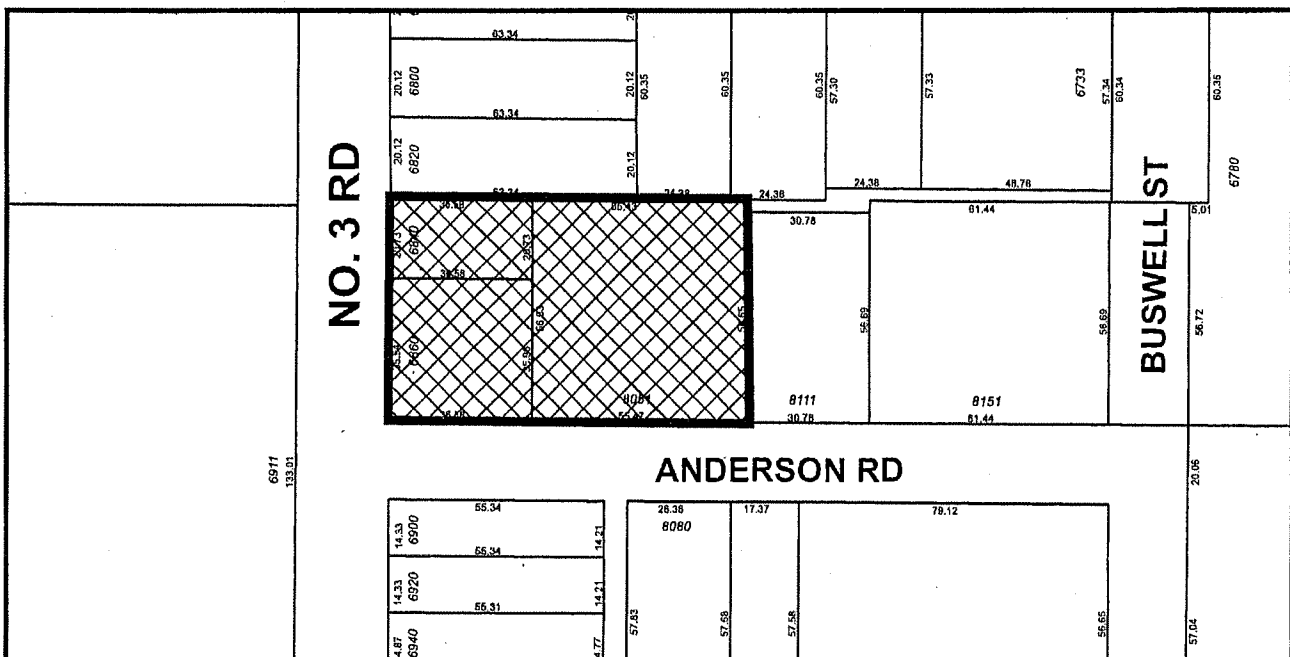
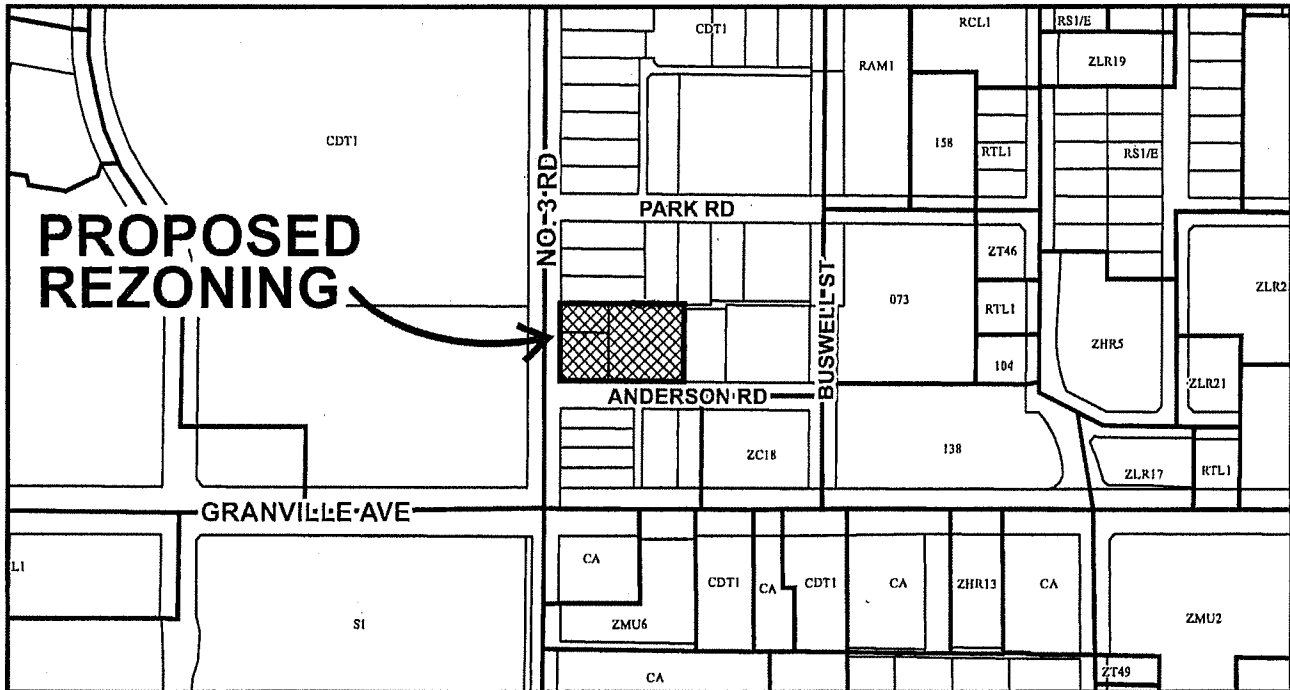
- Attachment 1: Rezoning Map
- Attachment 2: Location Map (Aerial)
- Attachment 3: City Centre Brighthouse Village Specific Land Use Map
- Attachment 4: Development Application Data (per applicant)
- Attachment 5: Rezoning Proposal Conceptual Plans (per applicant)
- Attachment 6: Rezoning Considerations
- Attachment 7: Advisory Design Panel Minutes (per ADP)
- Attachment 8: Subject Site Public Realm Concept Plan (per applicant)
- Attachment 9: Sketch Survey Plans (Subdivision)
Sketch Survey Plans (SRWs)


Enclosure



City of Richmond

ATTACHMENT 1





RZ 14-678448

Original Date: 01/12/15

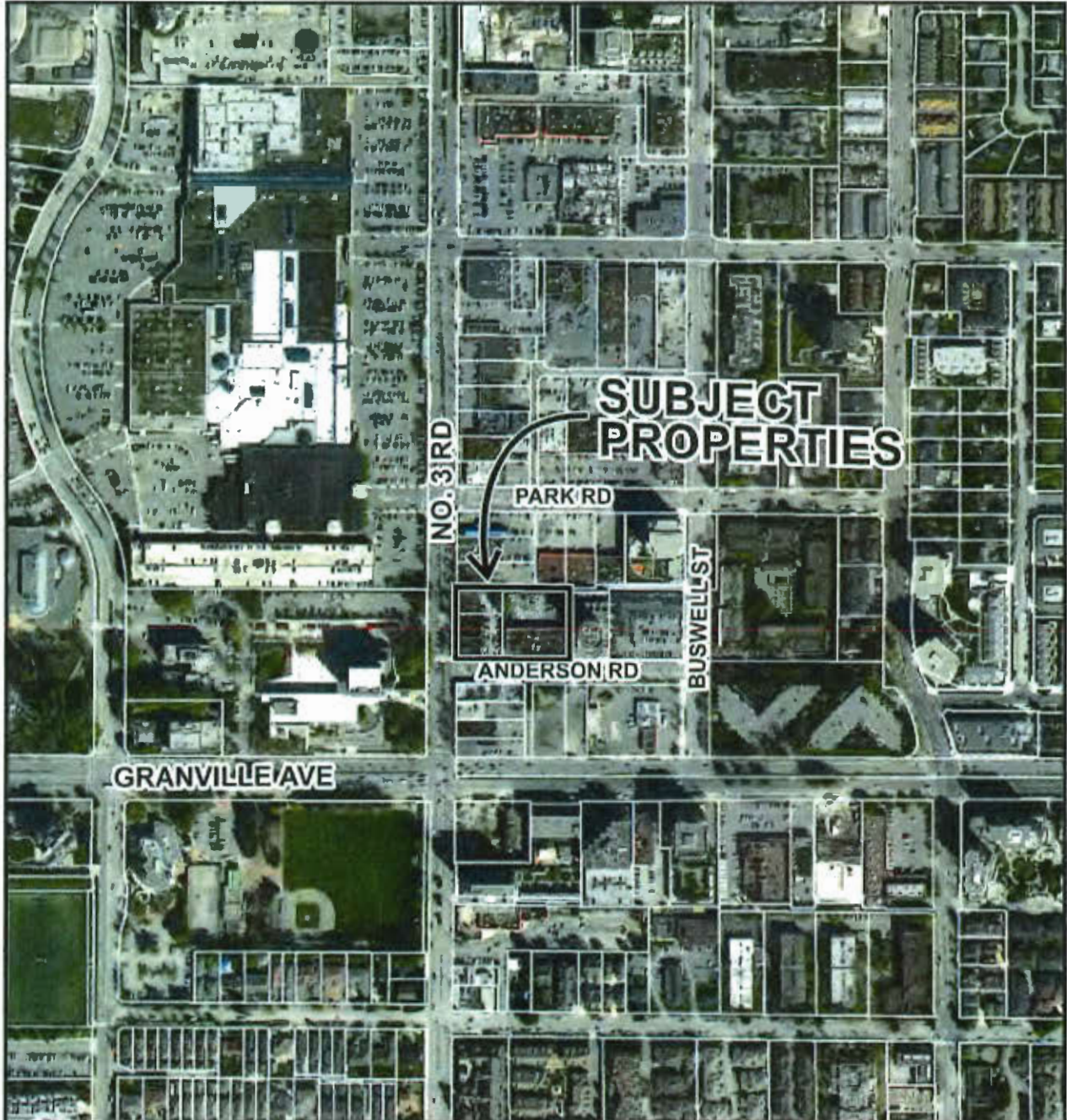
Revision Date:

Note: Dimensions are in METRES



City of
Richmond

ATTACHMENT 2



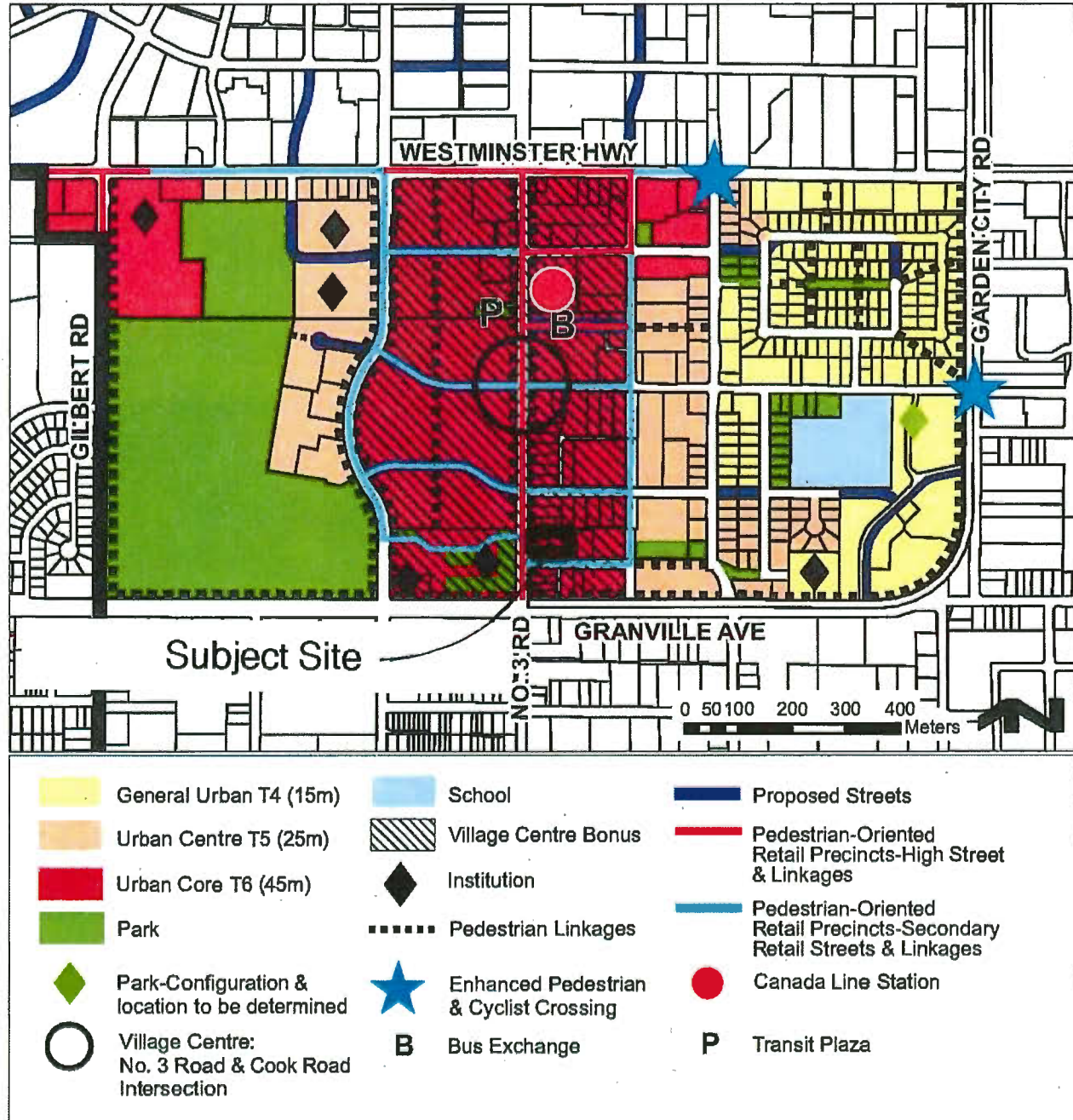
RZ 14-678448

Original Date: 01/12/15

Revision Date

Note: Dimensions are in METRES

Specific Land Use Map: Brighthouse Village (2031)





Development Application (RZ) Data and Floor Area Summary

RZ 14-678448	
Address:	6840 and 6860 No 3 Road and 8051 Anderson Road
Owner/Applicant:	1004732 BC Ltd / 1004732 BC Ltd
Planning Area(s):	City Centre Area Plan – Brighthouse Village – T6 (45m) – VCB Overlay – Sub-Area B.4
Other Area(s):	Aircraft Noise Sensitive Use Area 4 – Flood Construction Level Area A

RZ 14-678448	Existing	Proposed
OCP Designation:	Downtown Mixed Use	Downtown Mixed Use
Land Uses:	Commercial	Commercial & Residential
Zoning:	CDT1	ZMU31
Site Area (before and after dedications):	5,219.39 m ²	4,778.50 m ²
Net Development Site Area (for floor area calculation):	N/A	4,881.26 m ²
Number of Residential Units:	0	75

RZ 14-678448	Proposed Site Specific Zone	Proposed Development	Variance
Base FAR (max):	3.00	3.00	
Village Centre Bonus (VCB) (max):	0.85	0.83	
Commercial FAR (max):	2.25	2.24	
Residential FAR (max):	1.60	1.59	
Total FAR (max):	3.85	3.83	
Indoor Amenity Space FAR Increase (max):	0.1	0.03	
Floor Area Gross (not including parking):	n/a	19,037.00 m ²	
Floor Area FAR (max):	19,525.04 m ²	18,700.64 m ²	
Lot Coverage (max.):	90%	64%	
Setback – Front Yard (min):	3.8 m/0.8 m	3.89 m/0.84 m	
Setback – Exterior Side Yard (min):	3.8 m/1.5 m	4.01 m/1.52 m	
Setback – Interior Side Yard (min):	0.0 m	0.0 m	
Setback – Rear Yard (min):	0.0 m	0.0 m	
Height Dimensional (geodetic) (max):	47 m	46.94 m	
Height Accessory (max):	n/a	n/a	
Subdivision/Lot Size (minimum):	4780 m ²	4,778.5 m ²	
Off-street Parking – Commercial (incl. Accessible, EV, CS) (min):	141	155	
Off-street Parking – Residential (incl. Accessible, EV, CS) (min):	75	82	
Off-Street Parking – Visitor Parking (shared) (min):	15	15	
Off-Street Parking – Disabled (Commercial + Residential) (min):	4	5	
Off-street Parking – Total (incl. Accessible, EV, CS) (min):	216	237	
TDM Reduction (max):	10%	10% (commercial only)	
Tandem Parking Spaces (max):	n/a	n/a	
Class 1 Bicycle Parking – Commercial (min):	24	24	
Class 2 Bicycle Parking – Commercial (min):	35	35	
Class 1 Bicycle Parking – Residential (min):	94	94	
Class 2 Bicycle Parking – Residential (min):	15	15	
Loading – Medium (min):	3	3	
Loading – Large (min):	2	2	
Amenity Space – Common Outdoor (min):	938 m ²	1115 m ²	
Amenity Space – Common Child Play (min):	225 m ²	225 m ²	
Amenity Space – Common Indoor (min):	100 m ²	135 m ²	

gbl

1000 WEST 10TH AVENUE
SUITE 2000 VANCOUVER BC V6H 3G9
TEL: 604.278.1111 FAX: 604.278.1112
WWW.GBLINC.COM

DATE: 01/15/2015
BY: [signature]

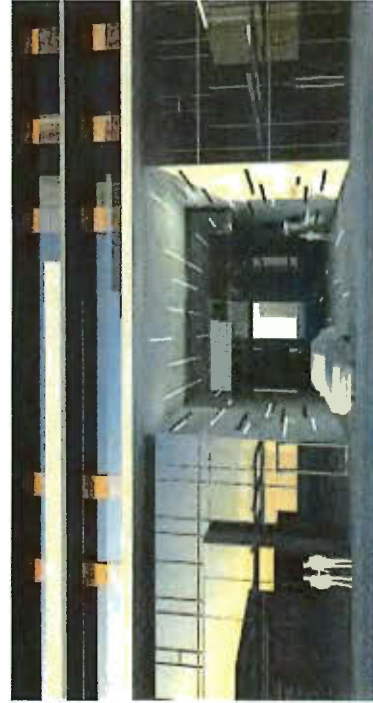
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NO. DATE DESCRIPTION
1 01/15/2015 3D RENDERING
2 01/15/2015 3D RENDERING
3 01/15/2015 3D RENDERING



NE 3 ROAD PERSPECTIVE



CORNER VIEW



INTERIOR LANE ENTRANCE AT ANDERSON RD.

IFORTUNE Centre Anderson Road
8051 Anderson Road
Richmond, BC
RZ 14-478446 / DP 15-708092
ADDED USE DEVELOPMENT

3D IMAGES

DATE	01/15/2015
BY	AB
CHANGED BY	AB
VALUE	1441
JAN 15 2015	

A-6.01

ATTACHMENT 5

VIEW FROM ANDERSON STREET



gbl

1000 WEST 10TH AVENUE
SUITE 1000
DENVER, CO 80202
TEL: 303.733.1100
WWW.GBLINC.COM

DATE: 10/15/2019
BY: [Signature]

3D VIEW OF BUILDING ADJACENCIES TO THE EAST



ADJACENT TOWER

PROPOSED DEVELOPMENT

1000 WEST 10TH AVENUE
SUITE 1000
DENVER, CO 80202
TEL: 303.733.1100
WWW.GBLINC.COM

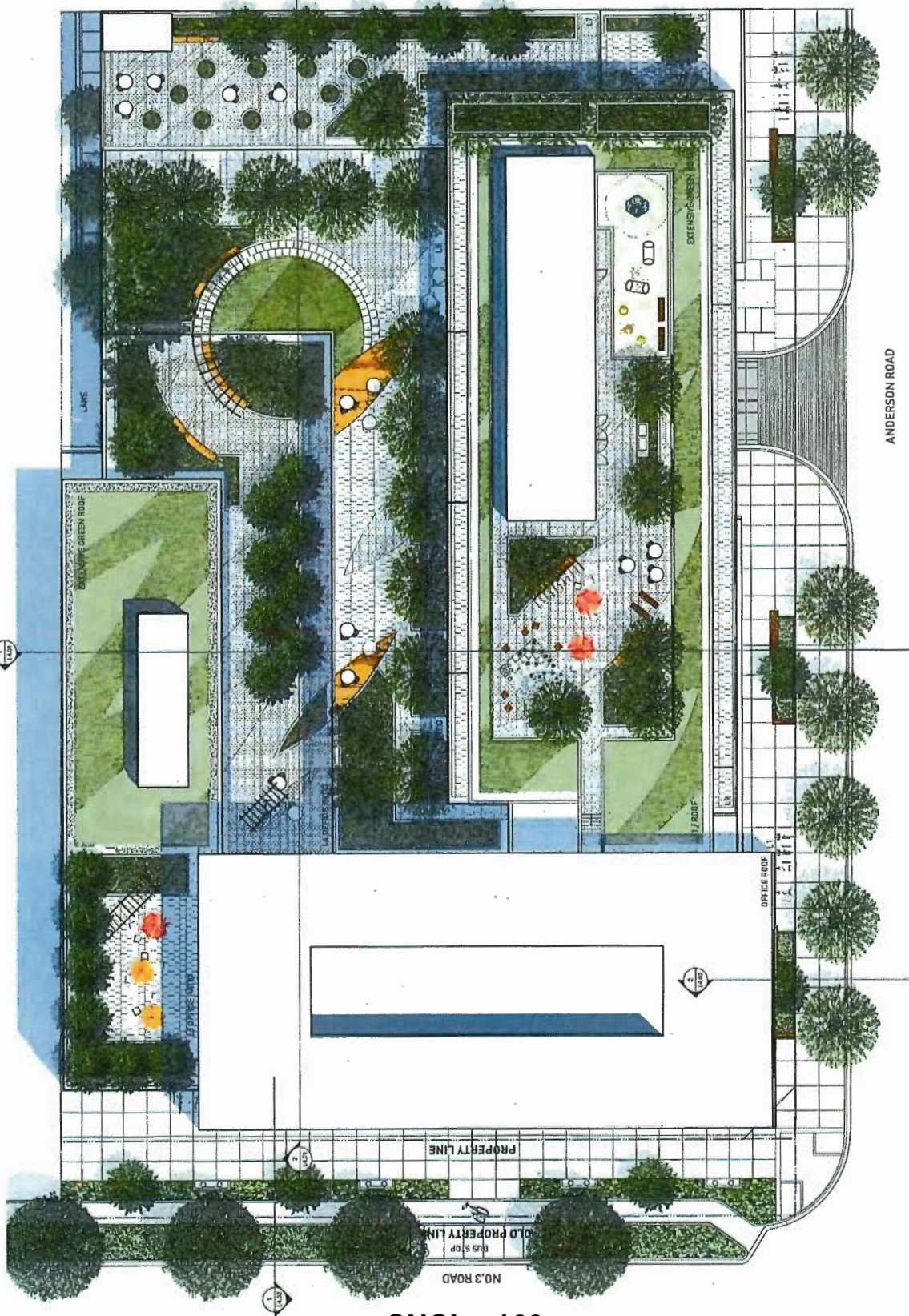
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8051 Anderson Road
Richmond, BC
R2 14-479448 / DP 15-708972
NOTED USE DEVELOPMENT

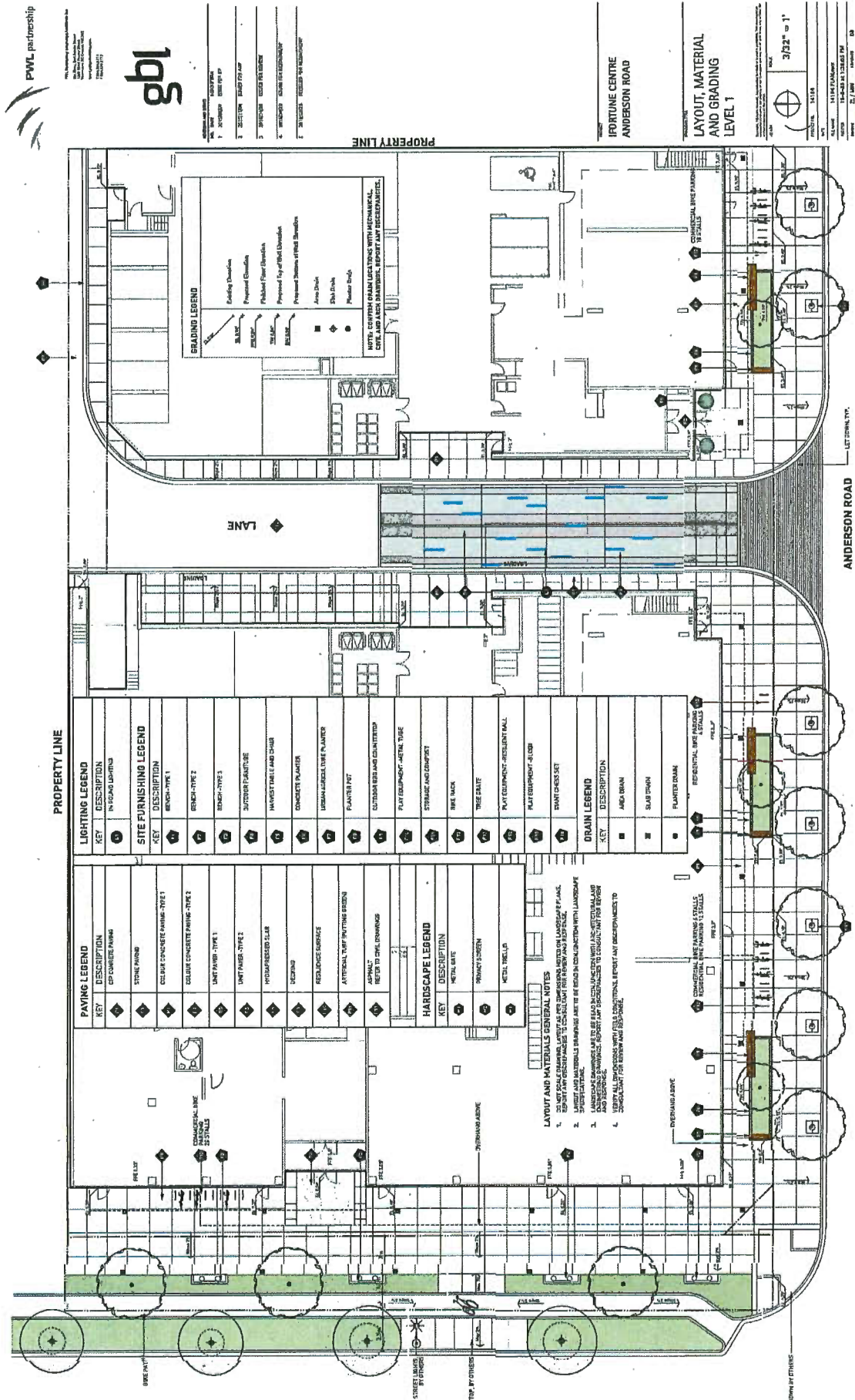
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A-6.02

ATTACHMENT 5





PWL partnership

gbl

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BY	10/01/2018
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3	10/01/2018
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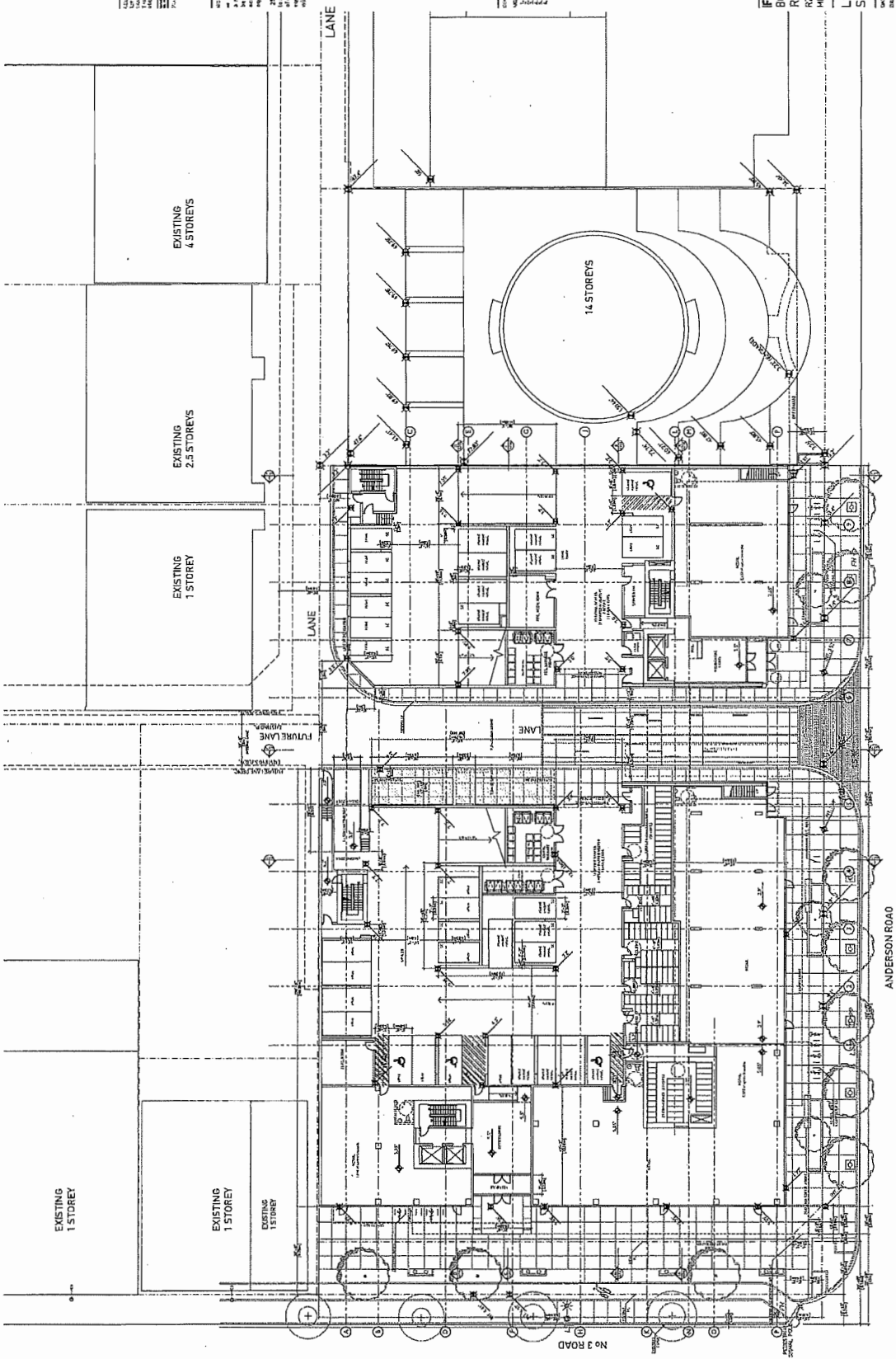
PROPERTY LINE

IFORTUNE CENTRE
ANDERSON ROAD

LAYOUT, MATERIAL
AND GRADING
LEVEL 1

DATE	10/01/2018
BY	10/01/2018
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3	10/01/2018
4	10/01/2018
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6	10/01/2018
7	10/01/2018

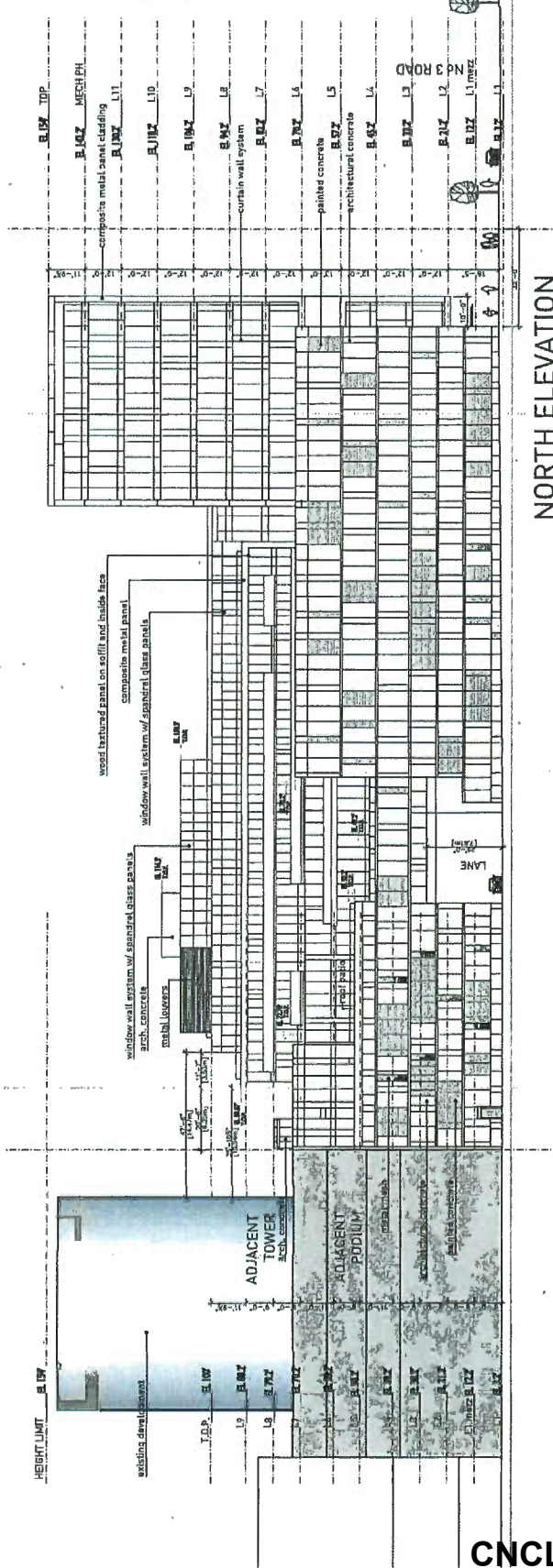
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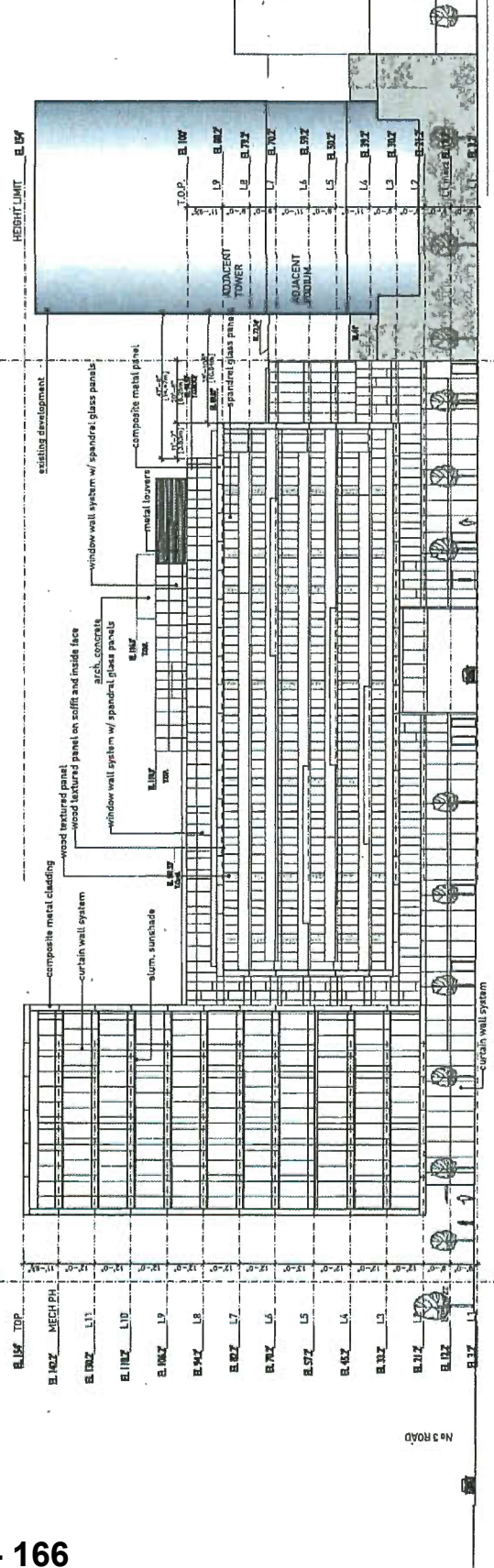
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DRAWN: J. L. LEE
DATE: 10/10/2018
SCALE: 1/8" = 1'-0"

REVISIONS:
1. 10/10/2018
2. 10/10/2018



NORTH ELEVATION



SOUTH ELEVATION

FORTUNE Centre Anderson Road
8051 Anderson Road
Richmond, BC
R2 14-17848 / DP 15-708092
MIXED USE DEVELOPMENT

NORTH & SOUTH
ELEVATIONS
DATE: 10/10/2018
DRAWN: J. L. LEE
SCALE: 1/8" = 1'-0"

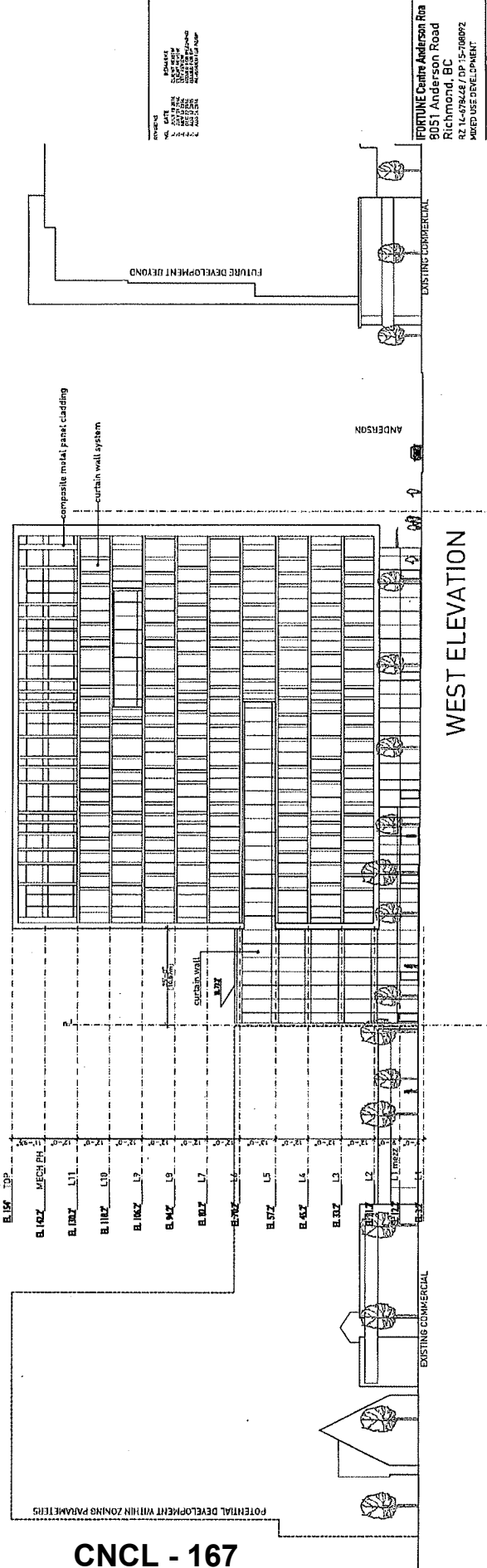
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ATTACHMENT 5

gbl

ARCHITECT
100 JAMES STREET
RICHMOND, BC V6V 1T7
TEL: 604.278.1111
WWW.GBLARCHITECTS.COM

DATE: 01/15/2015
BY: [Signature]



CNCL - 167

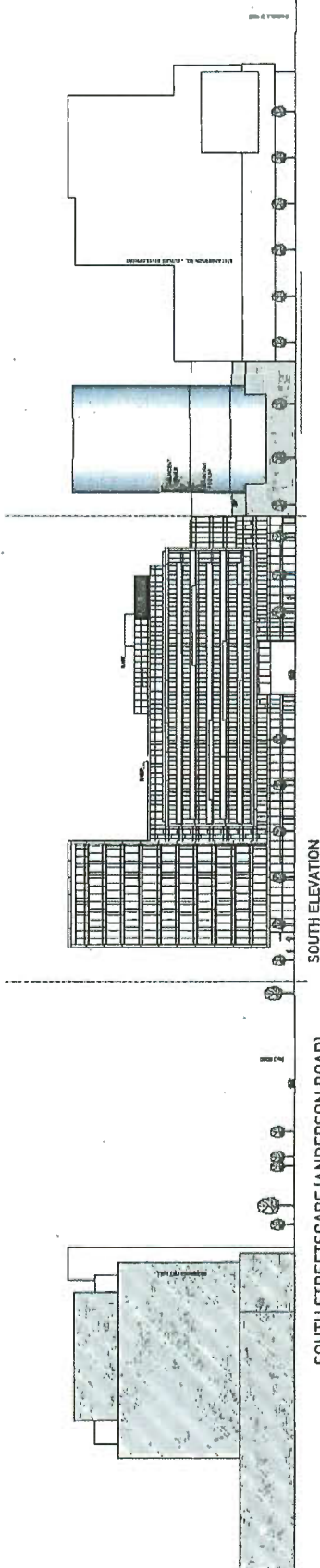
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RICHMOND, BC V6V 1T7
CLIENT: [Name]
DATE: 01/15/2015
BY: [Signature]

A-4.02

gbl

8051 Anderson Road
Richmond, BC V6X 3K9
Tel: 604.273.1111
Fax: 604.273.1112
www.gbl.ca

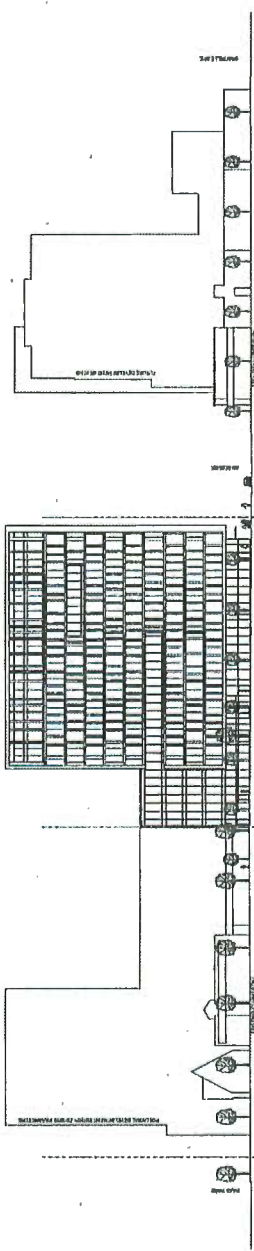
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BY: [Signature]



SOUTH ELEVATION

SOUTH STREETScape (ANDERSON ROAD)

CNCL - 168

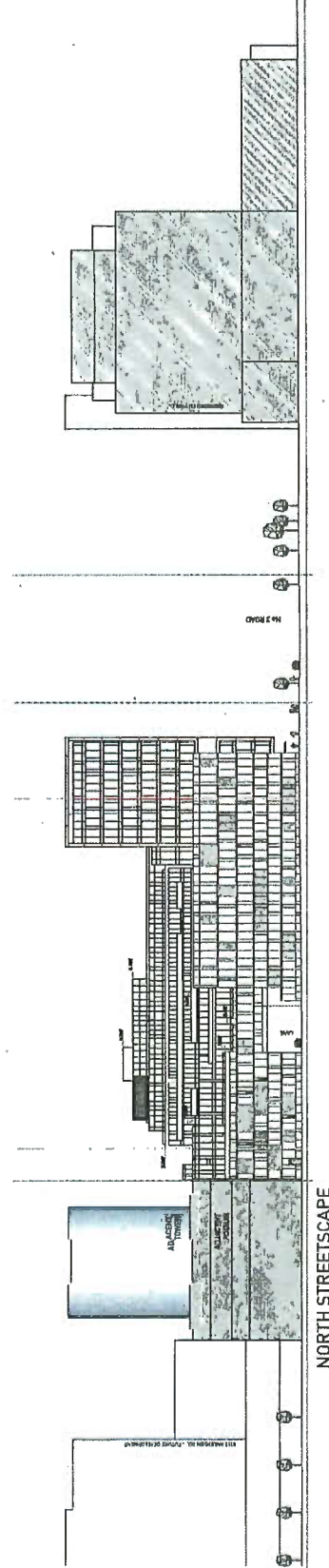


WEST ELEVATION

WEST STREETScape (No 3 ROAD)

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Richmond, BC V6X 3K9
Tel: 604.273.1111
Fax: 604.273.1112
www.gbl.ca

DATE: 10/10/2018
BY: [Signature]



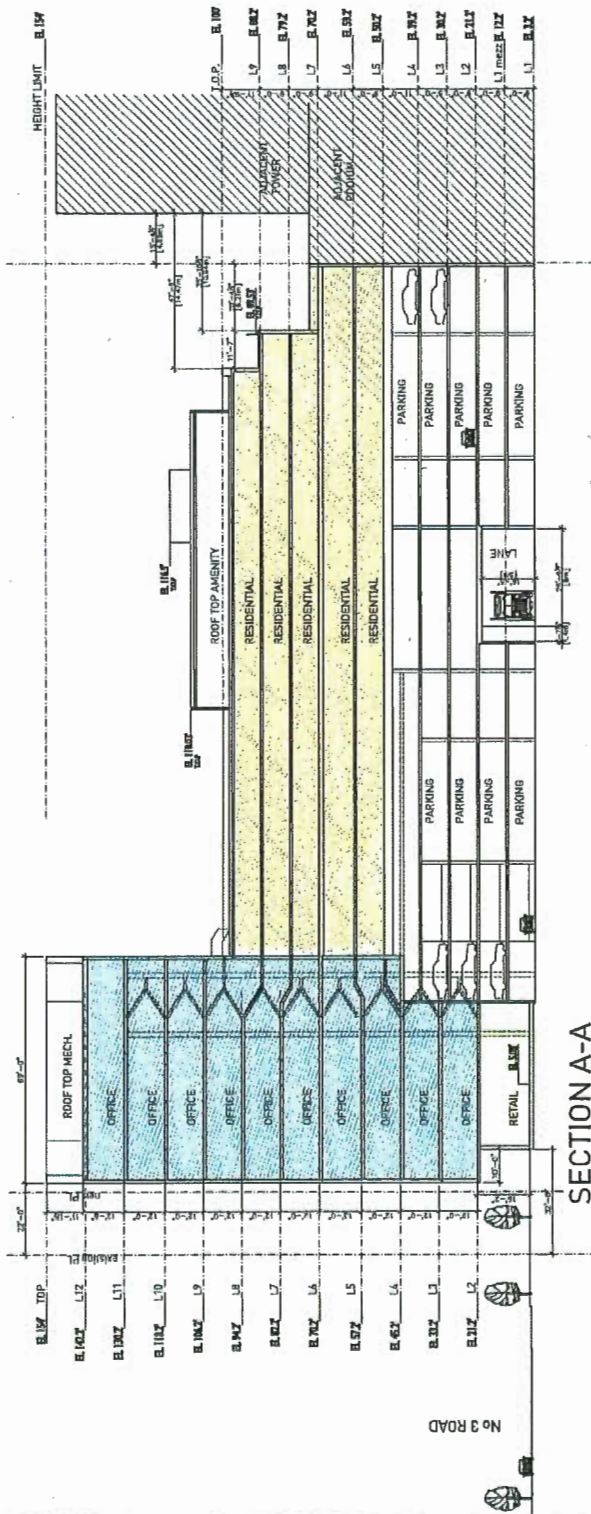
NORTH STREETScape

ATTACHMENT 5

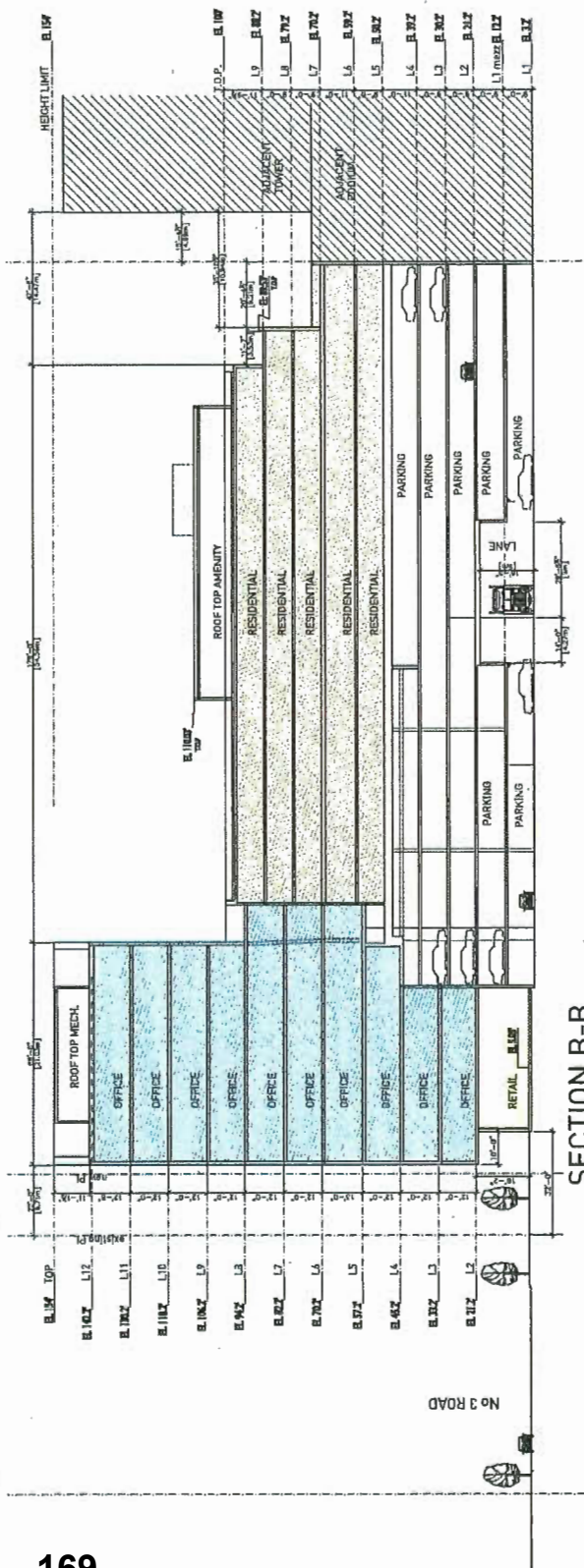
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8051 Anderson Road
Richmond, BC V6X 3K9
Tel: 604.273.1111
Fax: 604.273.1112
www.gbl.ca

DATE: 10/10/2018
BY: [Signature]



SECTION A-A



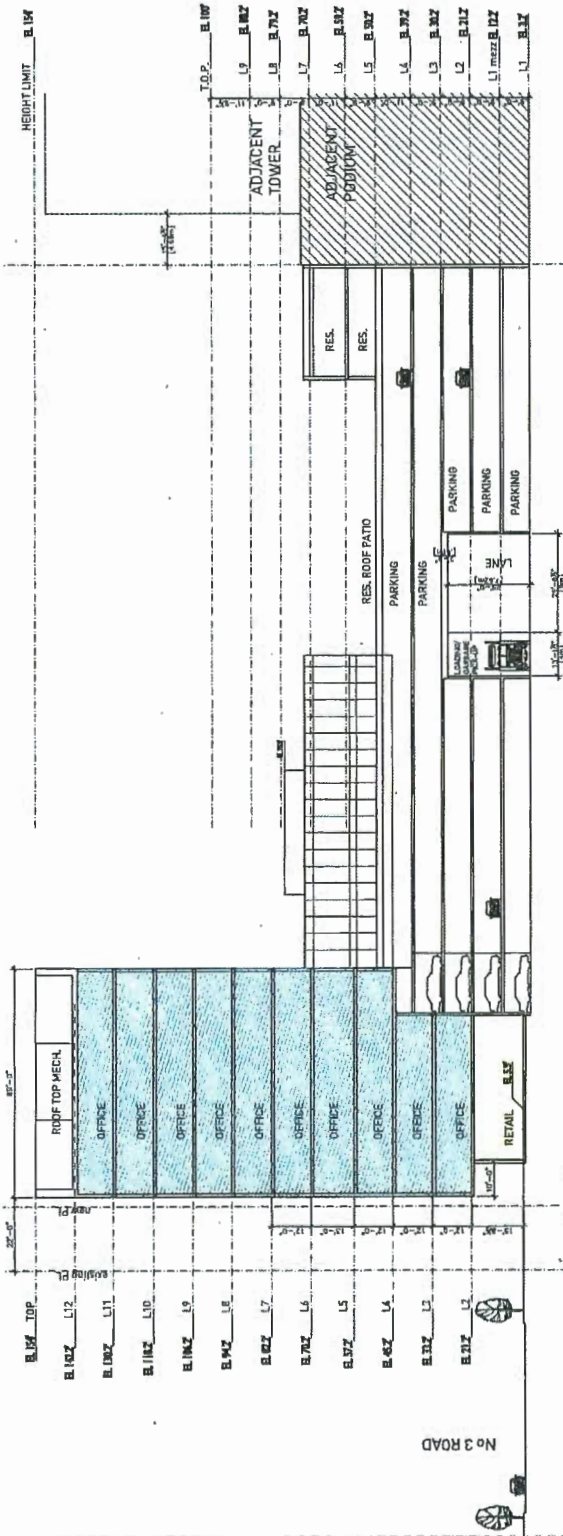
SECTION B-B

ATTACHMENT 5

gbl

DATE: 01/11/2017
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 PROJECT: 14-170446 / DP 15-70697
 MIXED USE DEVELOPMENT

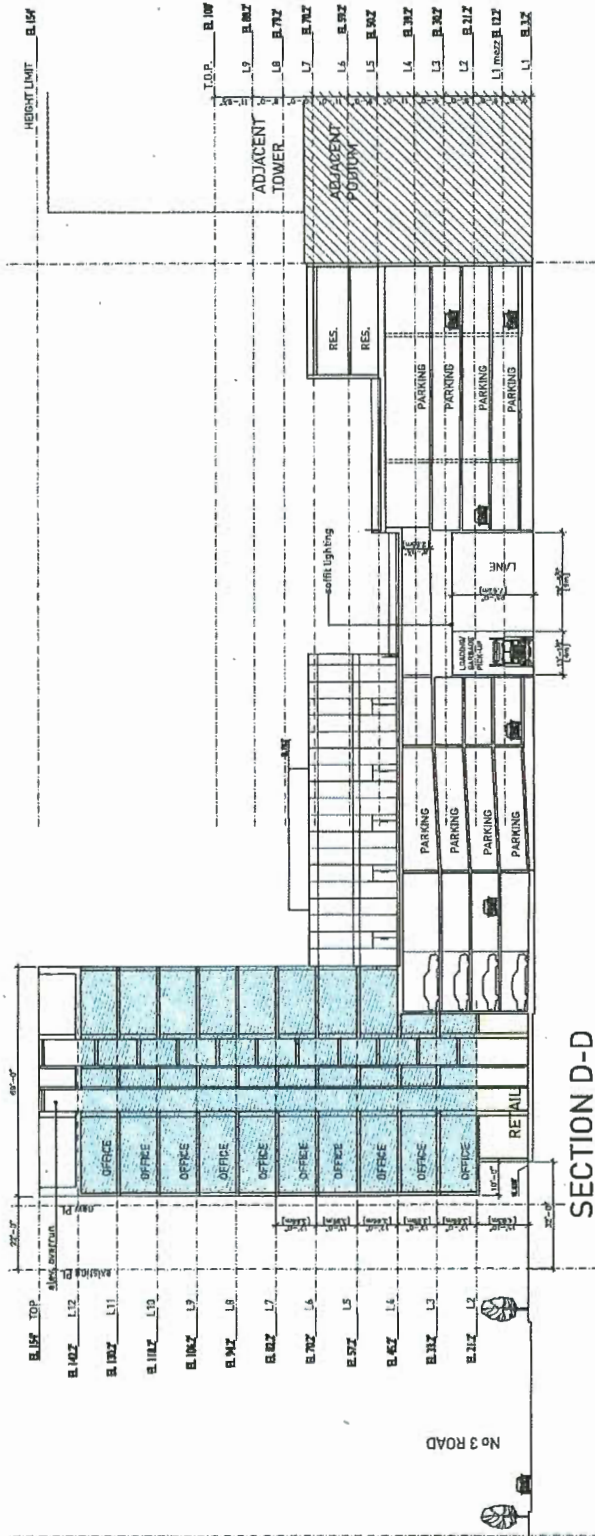
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SECTION C-C

CNCL - 170

DATE: 01/11/2017
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 CHECKED BY: J. B. BROWN
 PROJECT: 14-170446 / DP 15-70697
 MIXED USE DEVELOPMENT



SECTION D-D

ATTACHMENT 5

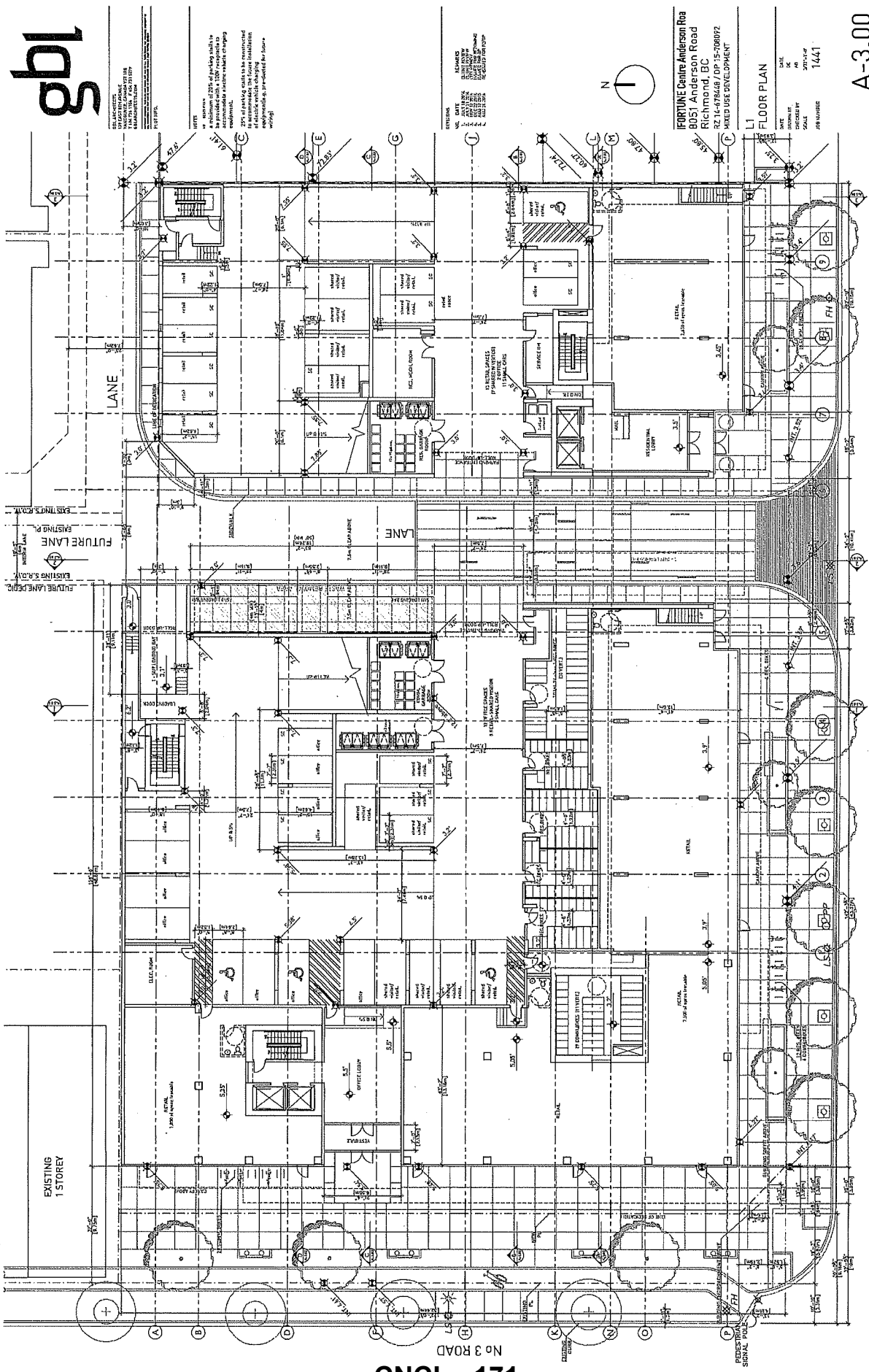


DATE: 01/11/2017
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 PROJECT: 14-170446 / DP 15-70697
 MIXED USE DEVELOPMENT

SECTIONS

DATE: 01/11/2017
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 PROJECT: 14-170446 / DP 15-70697
 MIXED USE DEVELOPMENT

A-5.02



gbl

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE BRITISH COLUMBIA BUILDING ACT AND THE BRITISH COLUMBIA BUILDING REGULATIONS.
 2. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 4. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

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 4. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

A-3.00

ATTACHMENT 5

ANDERSON ROAD

CNCL - 171

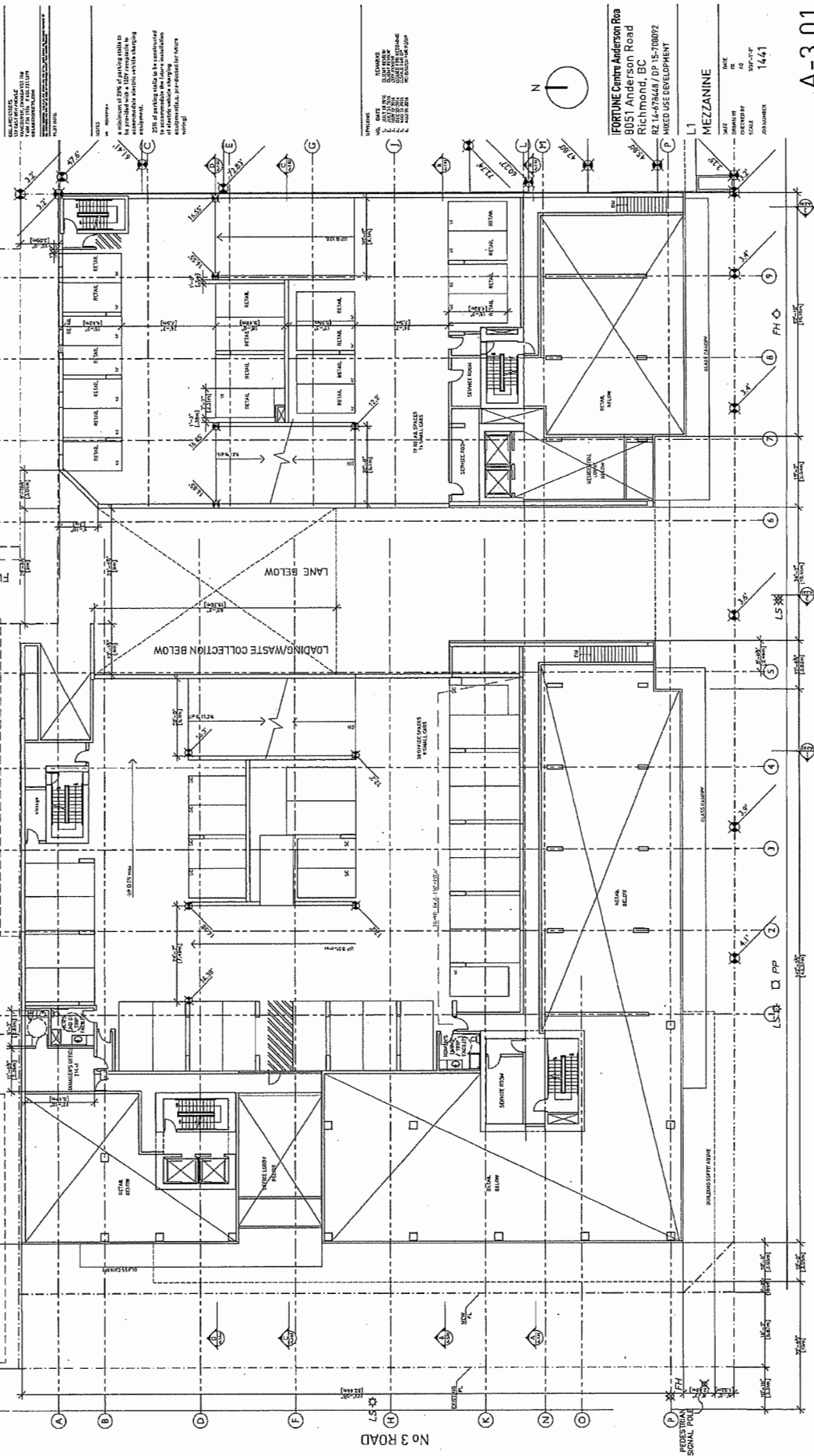
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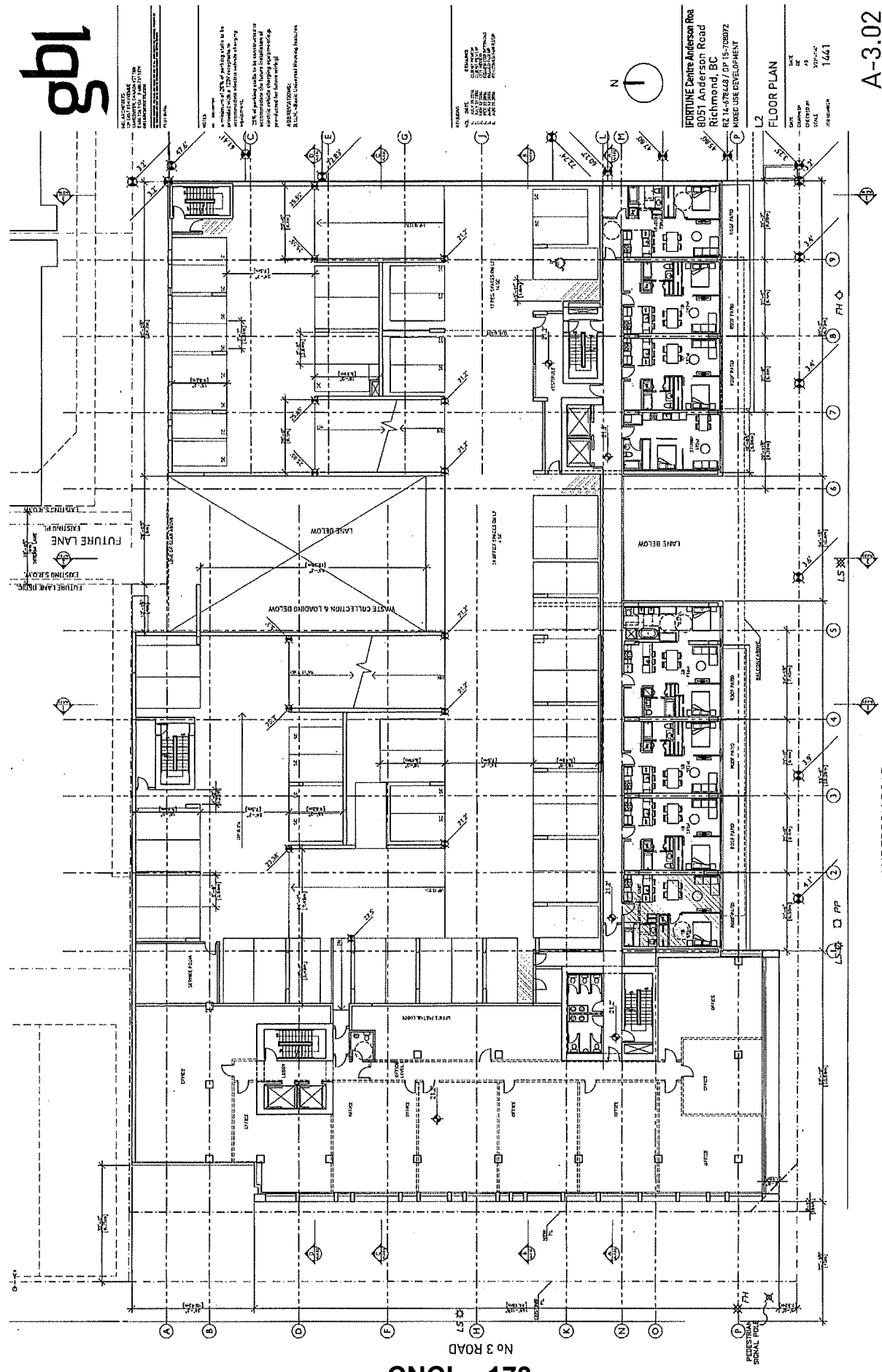
FORTUNE Centre Anderson Road
 8051 Anderson Road
 Richmond, BC
 V6X 4A8
 604-271-1441
 1441

FLOOR PLAN

DATE: 14/01/2014
 DRAWN BY: [Name]
 SCALE: 1/4" = 1'-0"
 JOB NUMBER: 1441



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A-3.02

ATTACHMENT 5

ANDERSON ROAD

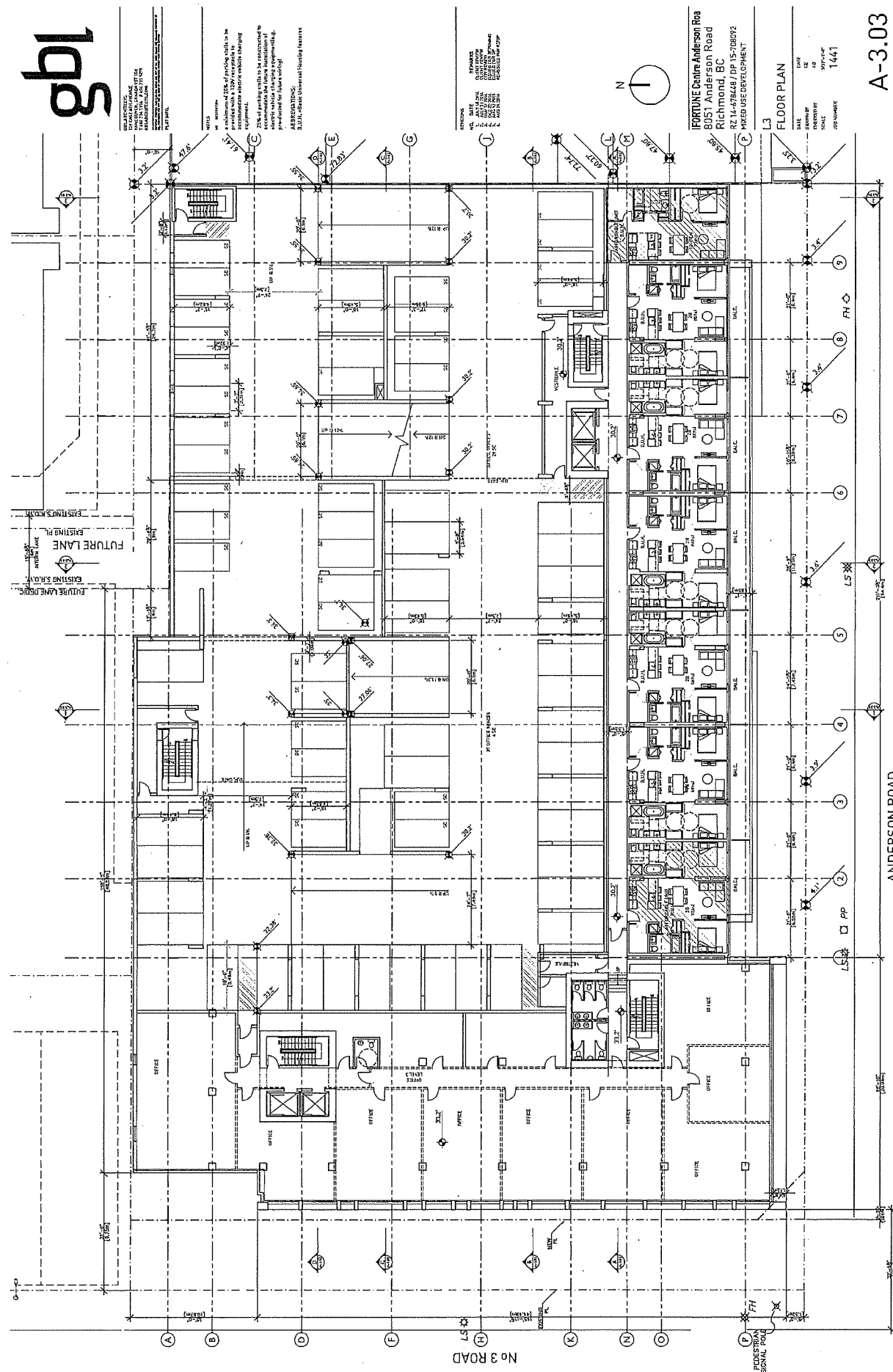
CNCL - 173

DATE	REMARKS
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JAN 17 1962	CLIGHT BRUSH
JAN 21 1962	CLIGHT BRUSH
FEB 1 1962	CLIGHT BRUSH
FEB 12 1962	CLIGHT BRUSH
MAR 28 1962	CLIGHT BRUSH

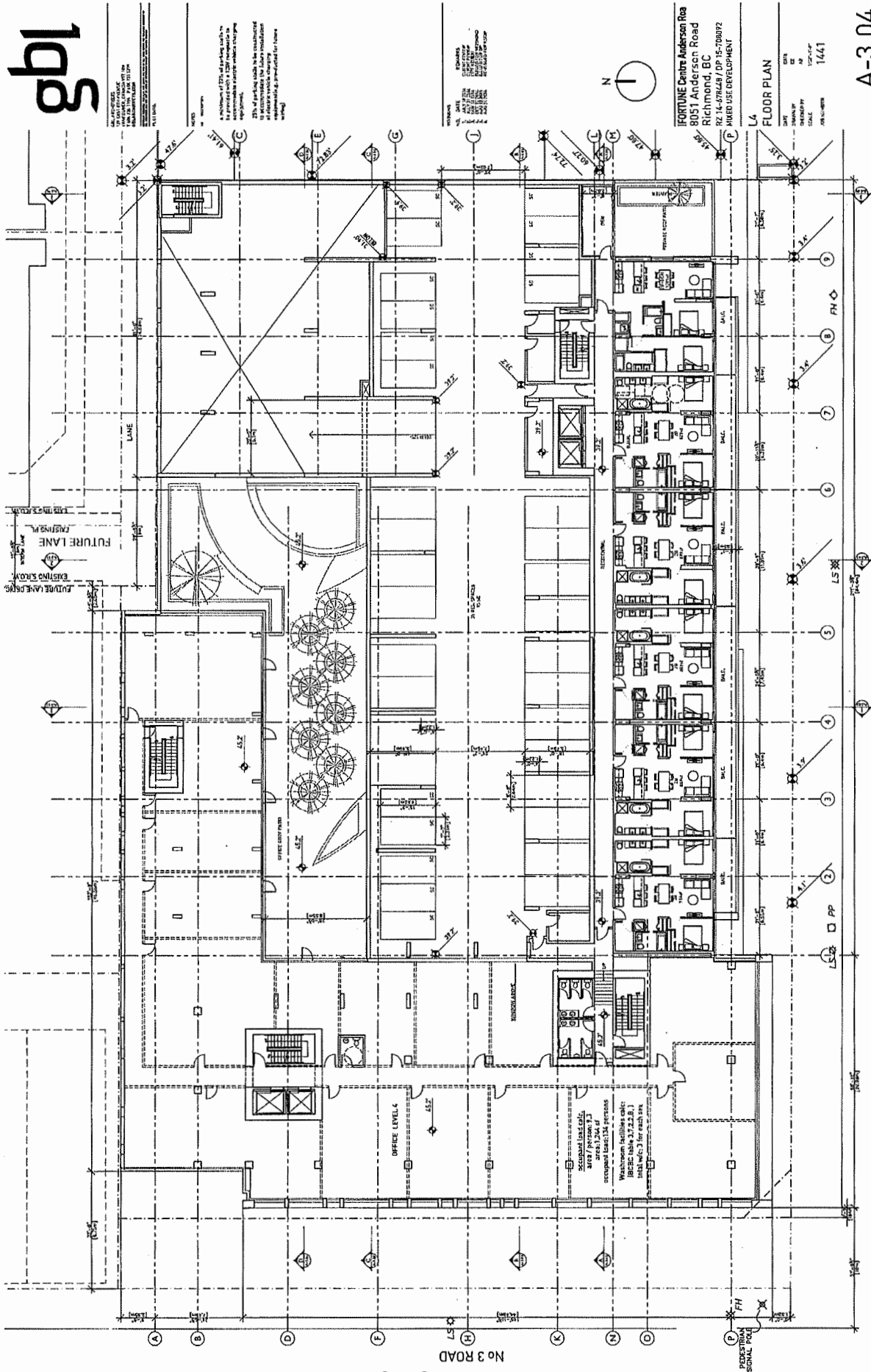
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051 Anderson Road
Richmond, BC
Z14-678448 / DP 15-708092
OXED USE DEVELOPMENT

	DATE	
FLOOR PLAN	BY	
	REVISION BY	
	SHEET NO.	1447
	TOTAL SHEETS	1447

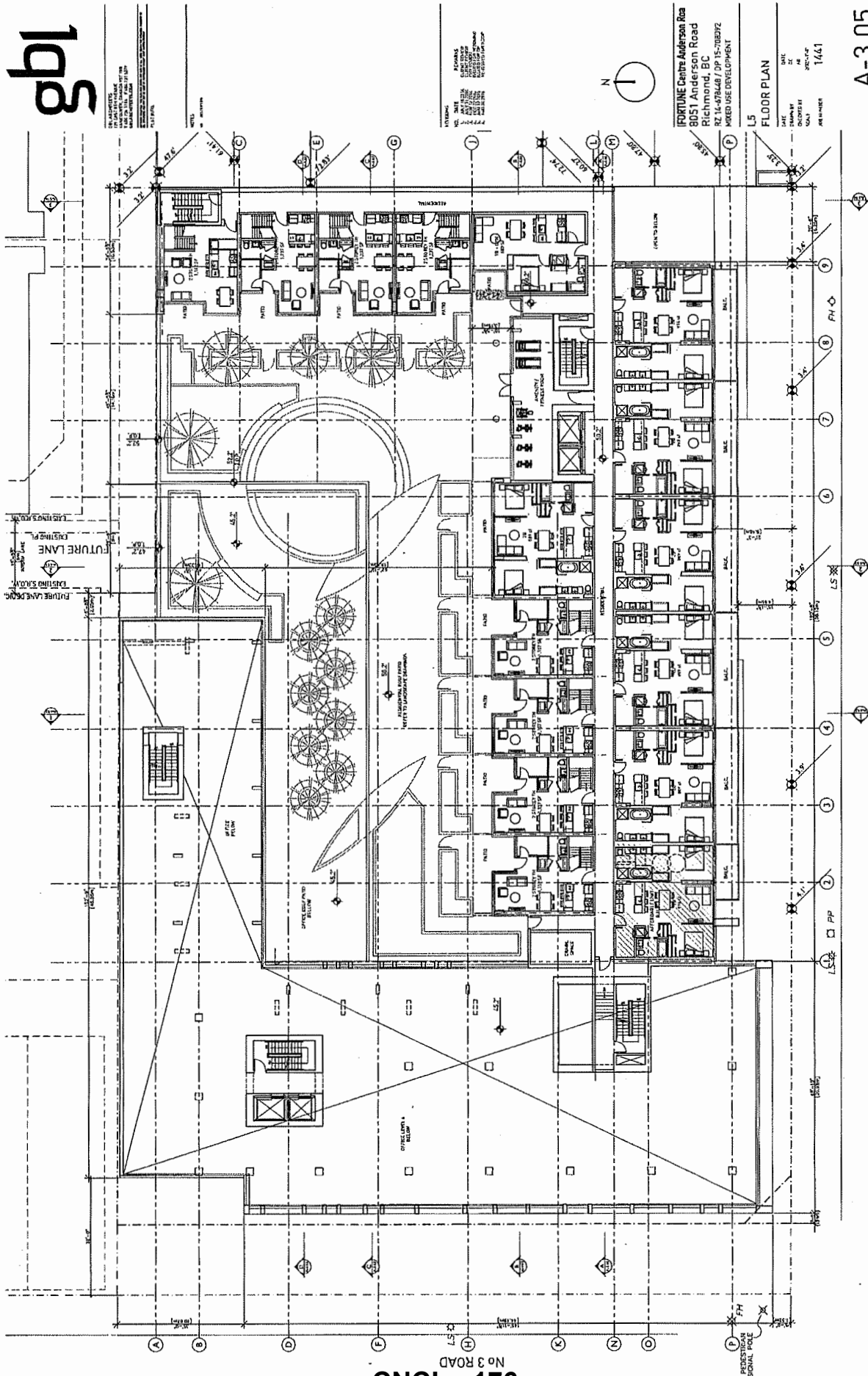
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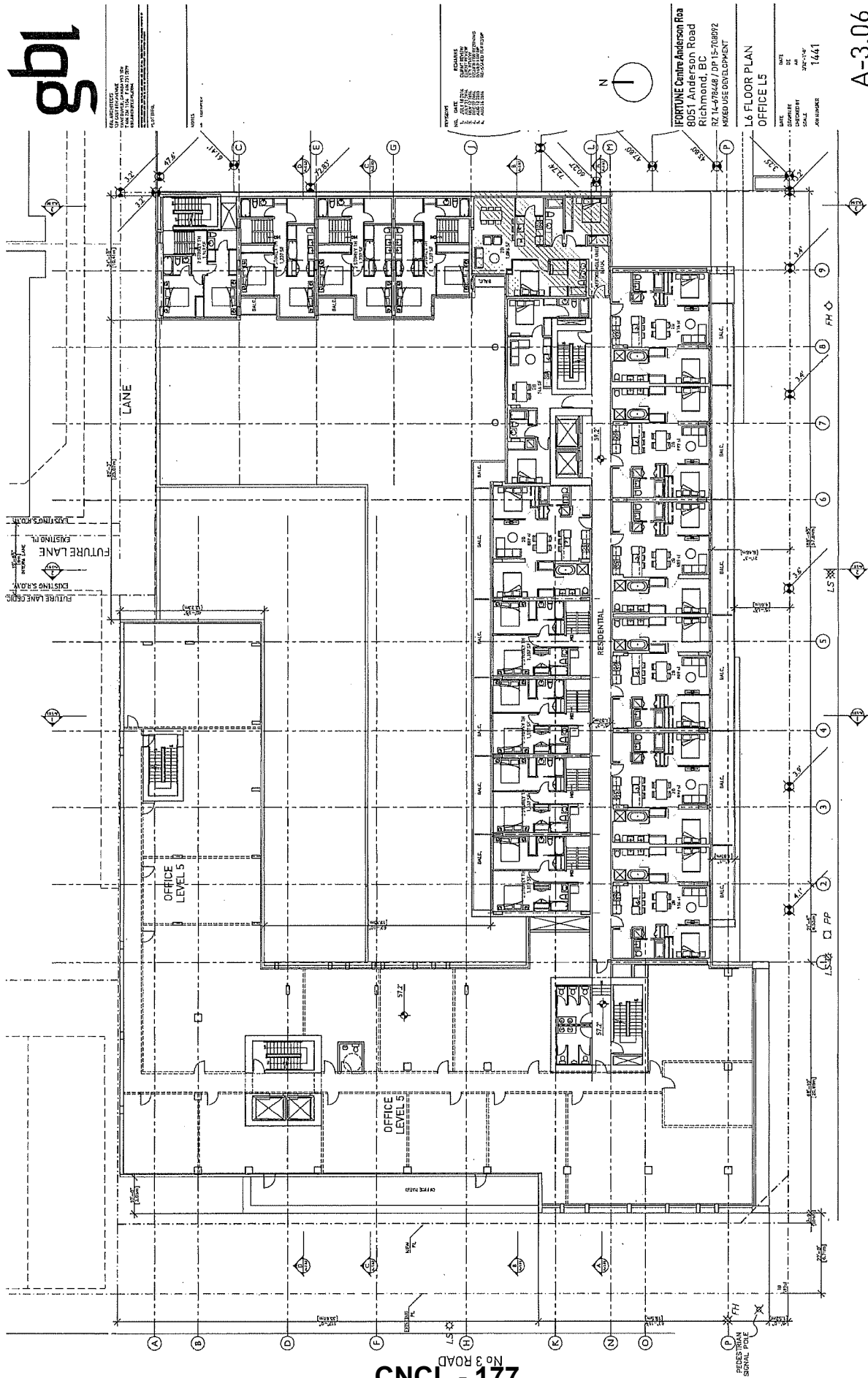
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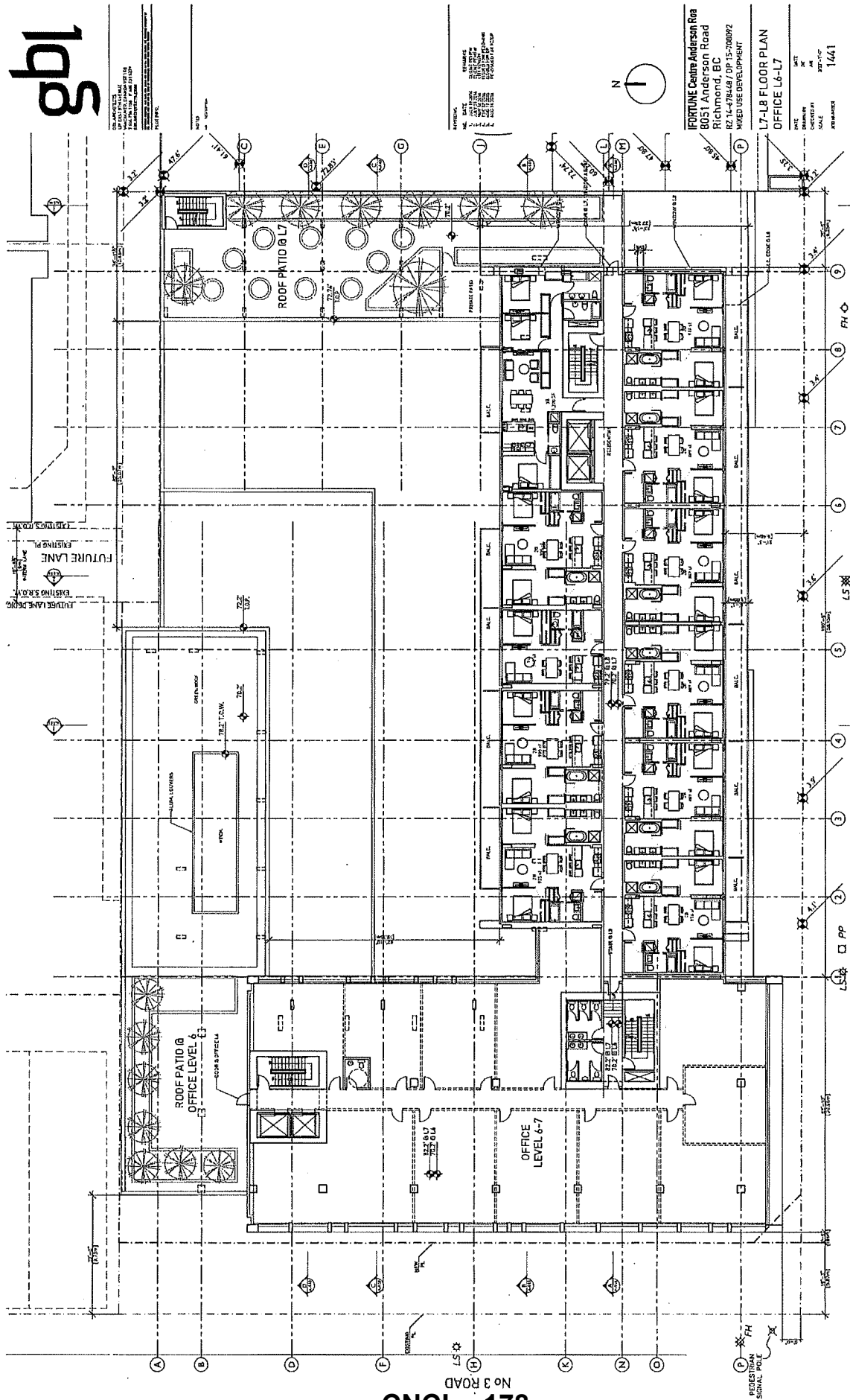
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ANDERSON ROAD
 ATTACHMENT 5

CNCL - 176



gbl



CNCL - 178

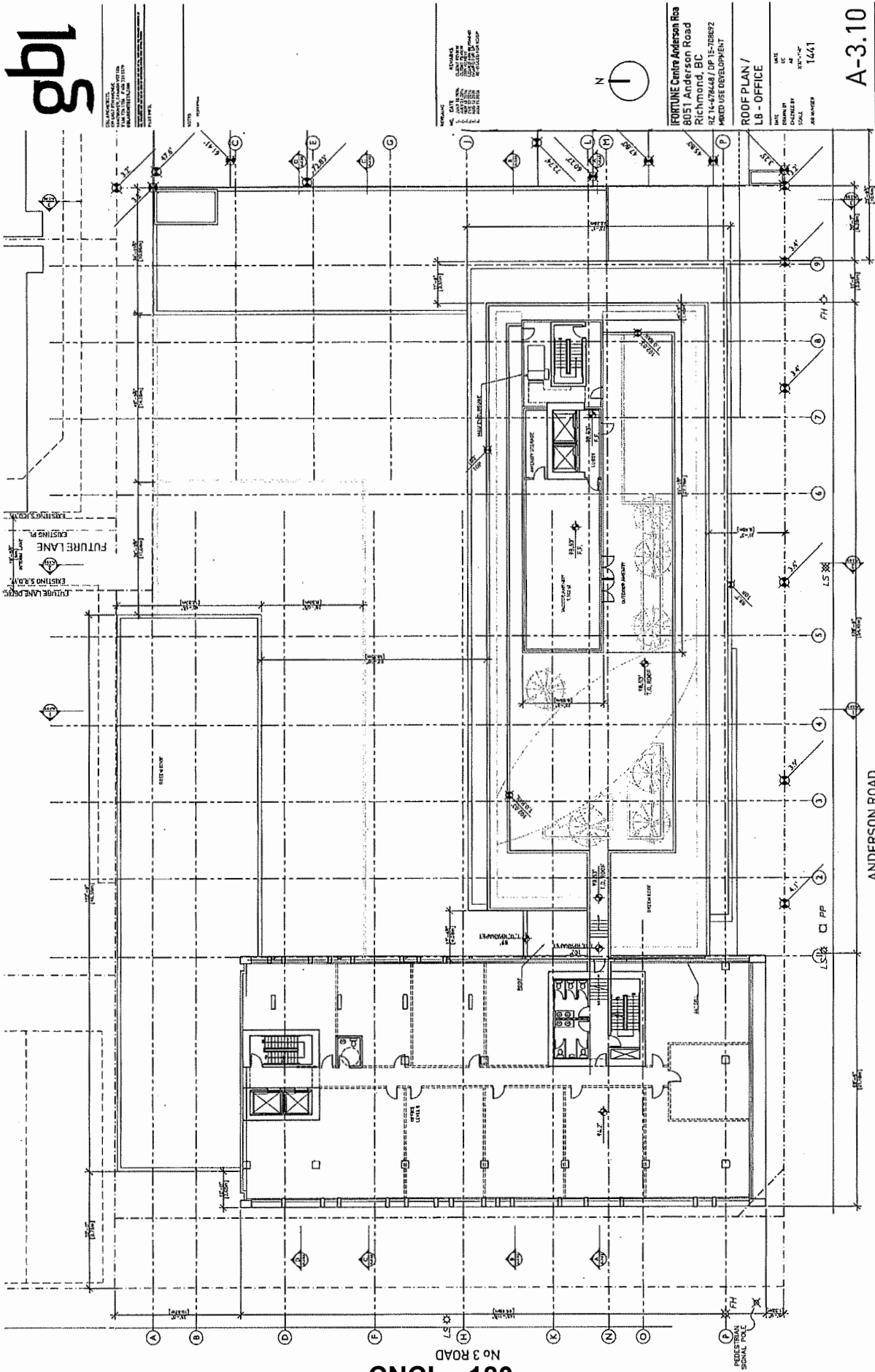
FORTUNE Centre Anderson Road
 8051 Anderson Road
 Richmond, BC
 V6X 4K6
 PROJECT NO. 15-70092
 MIXED USE DEVELOPMENT
L7-L8 FLOOR PLAN
OFFICE L6-L7

DATE: 10/1/15
 DRAWN BY: J. L. LEE
 CHECKED BY: J. L. LEE
 SCALE: 1/4" = 1'-0"
 PERMIT NO. 1441

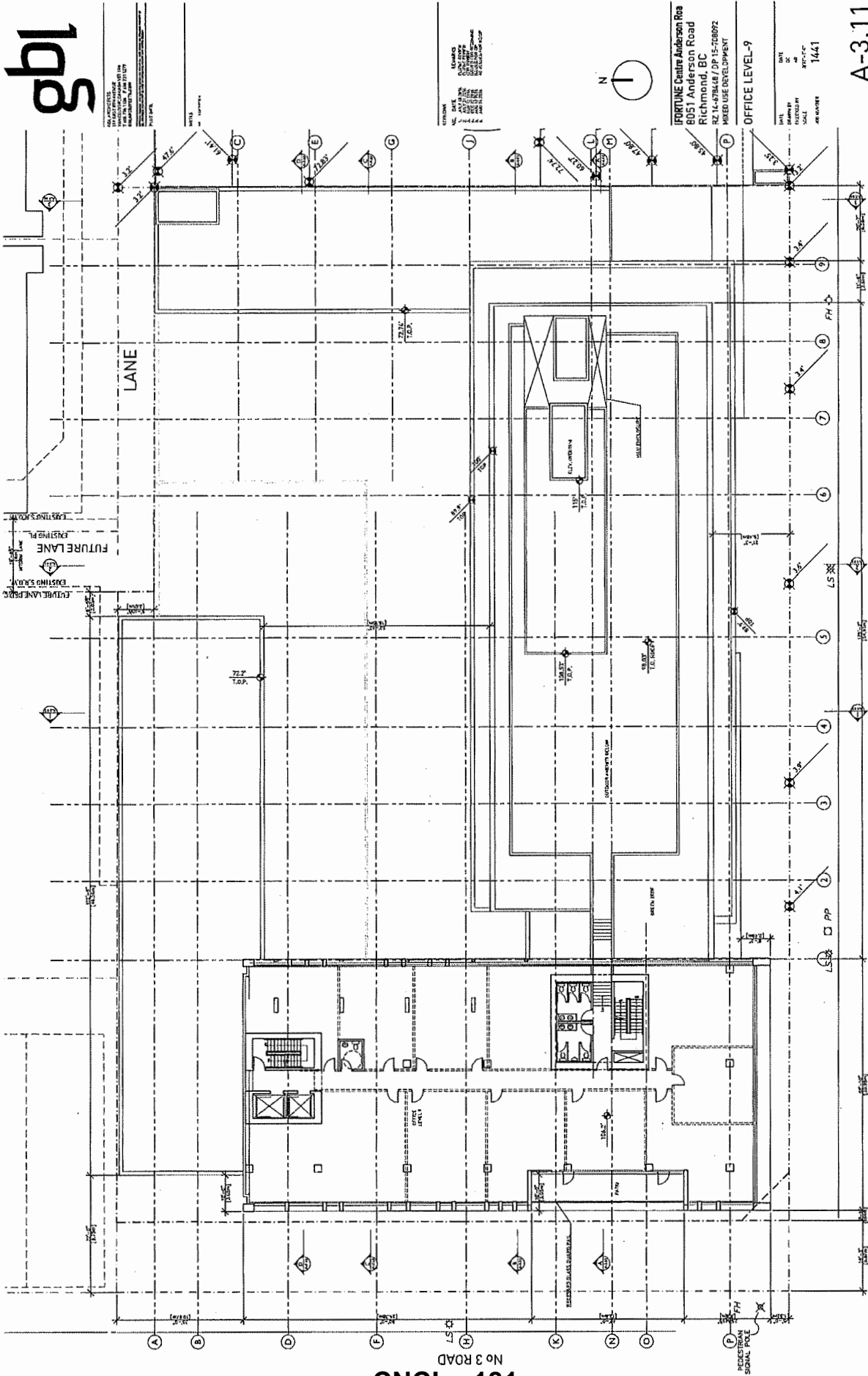
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ANDERSON ROAD
 ATTACHMENT 5

gbl



gbl



A-3.11

ATTACHMENT 5

CNCL - 181

No 3 ROAD

MR. ARCHBUTTS
139 LANSING AVE
CAMBRIDGE, CANADA Y4E 1S8
TEL 708 774 1750 F 708 731 2770
E-MAIL ARCHBUTTS@CSCM

CNCL - 182

No 3 ROAD

OFFICE

IFORTUNE Centre Anderson Road
18051 Anderson Road
Richmond, BC
TEL 14-678448 / DP 15-768092
MAXIMIZED USE DEVELOPMENT

OFFICE L10-L11

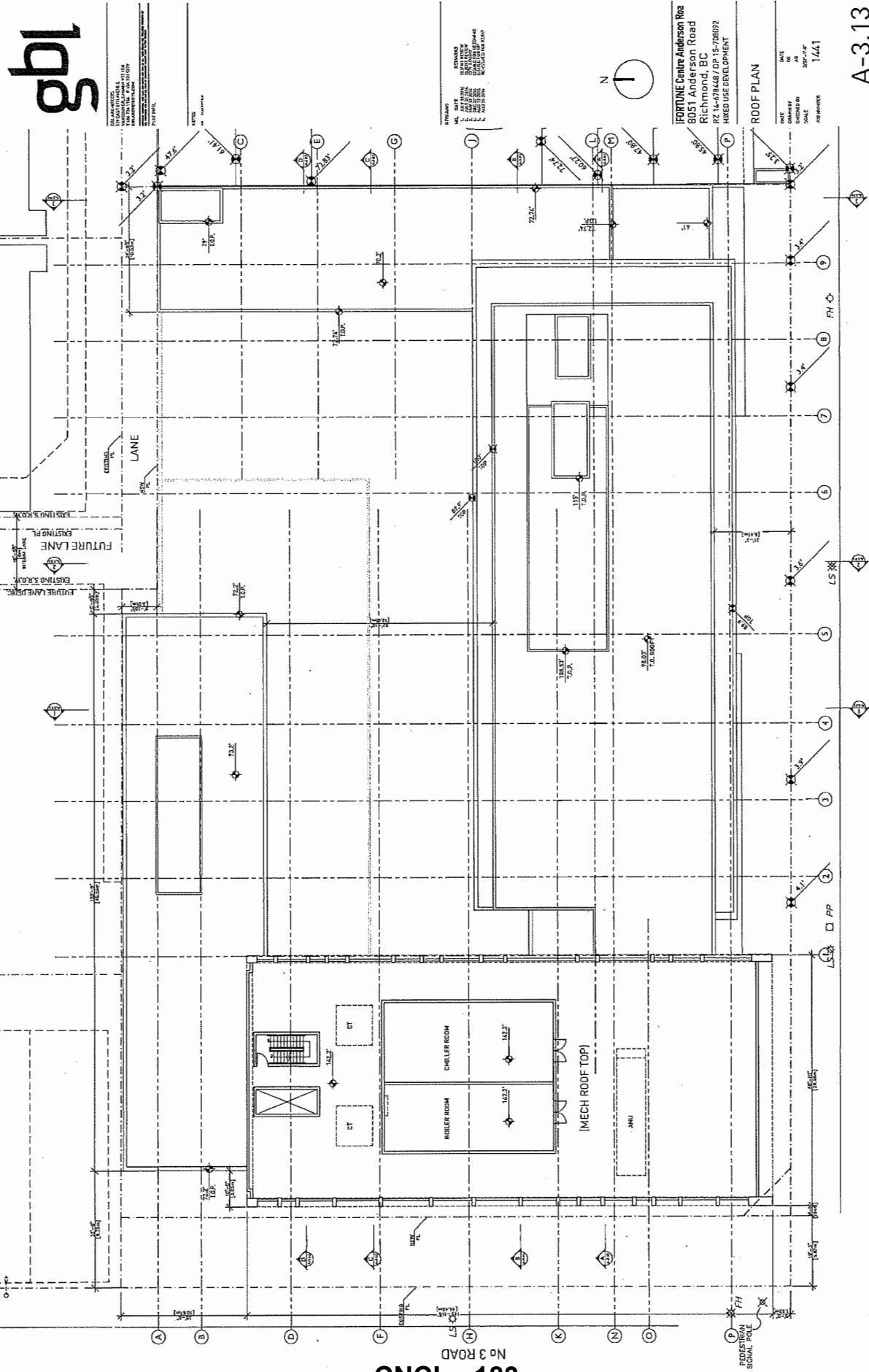
DATE	DATE
DESIGNED BY	DC
CHECKED BY	AM
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NO. DRAWING	1441

A-3.12

ATTACHMENT 5

ANDERSON ROAD

ATTACHMENT 5

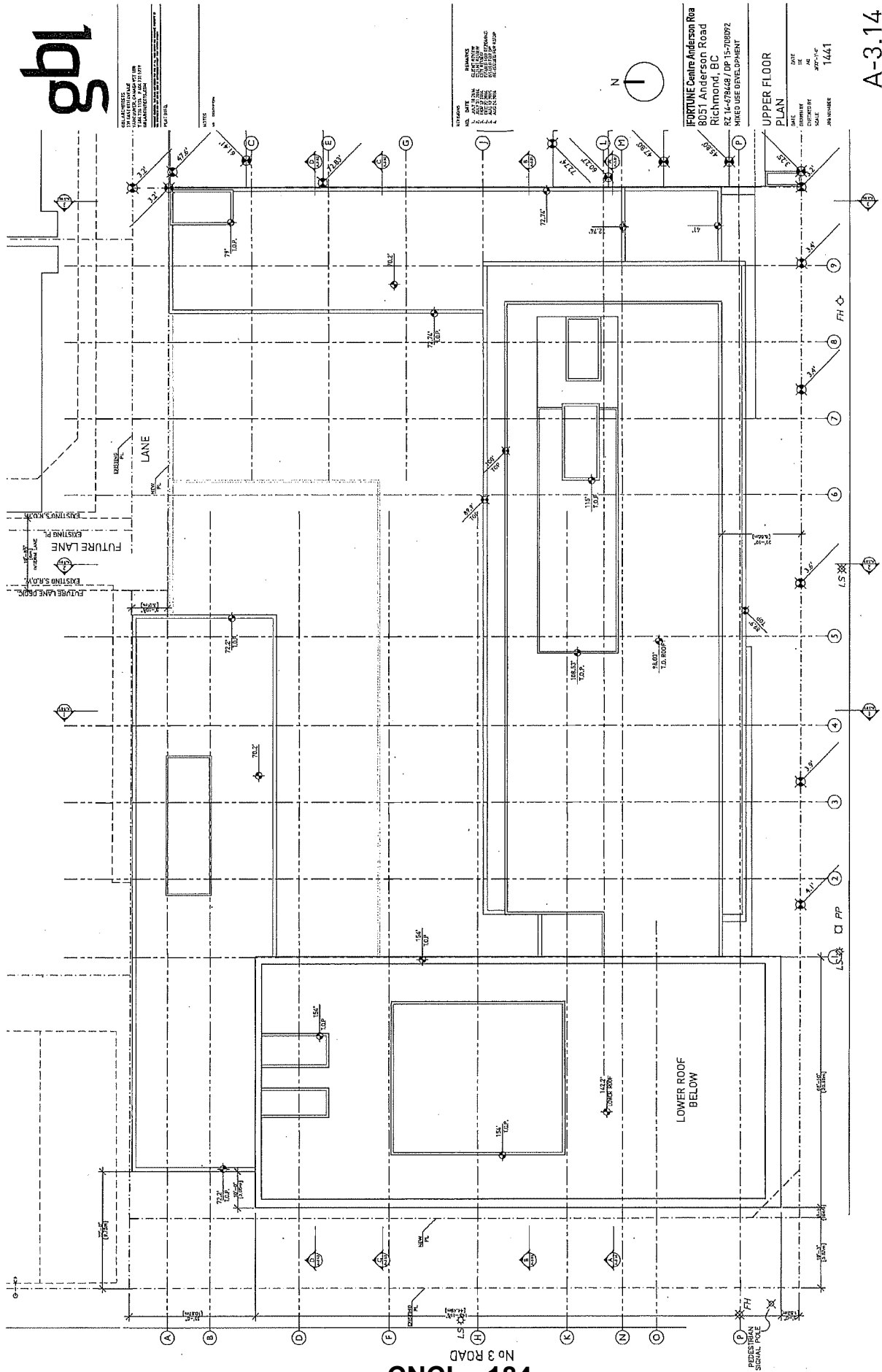


A-3.13

ANDERSON ROAD
 ATTACHMENT 5

CNCL - 183
 No 3 ROAD

gbl



A-3.14

ANDERSON ROAD
 ATTACHMENT 5

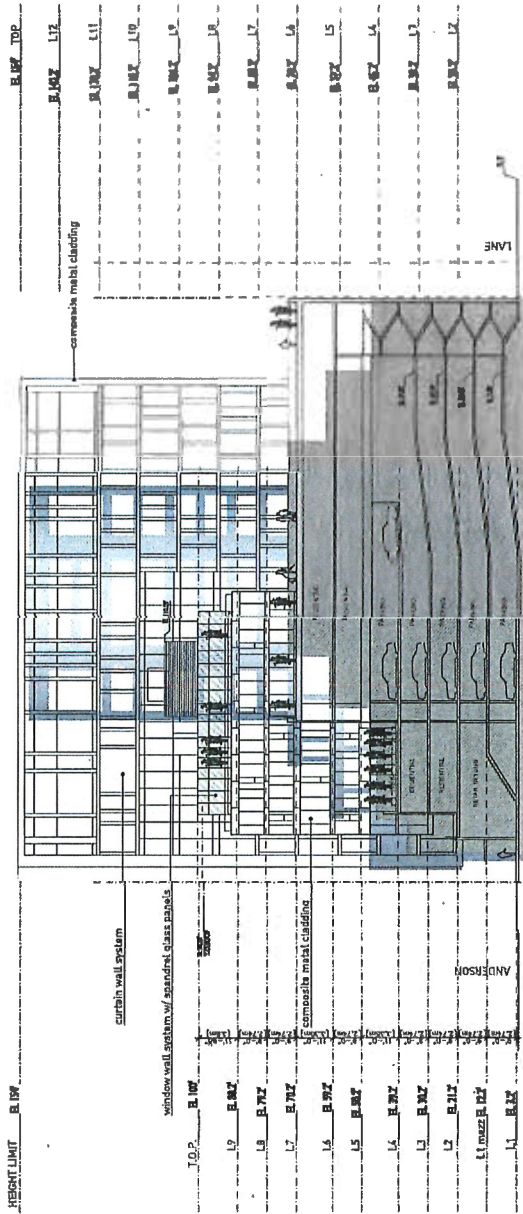
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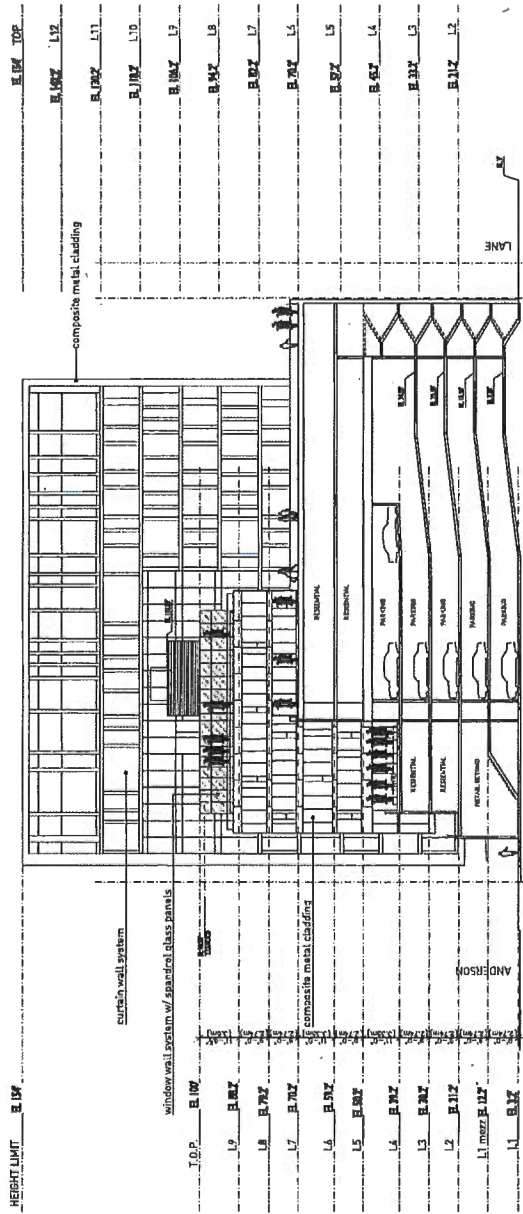
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STORAGE AND RETRIEVAL SYSTEM, WITHOUT
THE WRITTEN PERMISSION OF GOLDER BASEL
GROUP.

DATE: 10/10/2018
BY: [signature]

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605.00 02/10/2069
606.00 03/10/2069
607.00 04/10/2069
608.00 05/10/2069
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612.00 09/10/2069
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616.00 01/10/2070
617.00 02/10/2070
618.00 03/10/2070
619.00 04/10/2070
620.00 05/10/2070
621.00 06/10/2070
622.00 07/10/2070
623.00 08/10/2070
624.00 09/10/2070
625.00 10/10/2070
626.00 11/10/2070
627.00 12/10/2070
628.00 01/10/2071
629.00 02/10/2071
630.00 03/10/2071
631.00 04/10/2071
632.00 05/10/2071
633.00 06/10/2071
634.00 07/10/2071
635.00 08/10/2071
636.00 09/10/2071
637.00 10/10/2071
638.00 11/10/2071
639.00 12/10/2071
640.00 01/10/2072
641.00 02/10/2072
642.00 03/10/2072
643.00 04/10/2



SECTION 3-3 w/ REFLECTED ELEVATION



SECTION 3-3

PWL partnership

gbl

PROJECT NAME: IPORTUNE CENTRE ANDERSON ROAD

1. 3000000 200 100 50

2. 3000000 200 100 50

3. 3000000 200 100 50

4. 3000000 200 100 50

5. 3000000 200 100 50

6. 3000000 200 100 50

7. 3000000 200 100 50

8. 3000000 200 100 50

9. 3000000 200 100 50

10. 3000000 200 100 50



1 North South Section
Scale: 1/8" = 1'-0"



2 East West Section
Scale: 1/8" = 1'-0"

PROJECT NAME: IPORTUNE CENTRE ANDERSON ROAD

1. 3000000 200 100 50

2. 3000000 200 100 50

3. 3000000 200 100 50

4. 3000000 200 100 50

5. 3000000 200 100 50

6. 3000000 200 100 50

7. 3000000 200 100 50

8. 3000000 200 100 50

9. 3000000 200 100 50

10. 3000000 200 100 50

SECTIONS

AS SHOWN

PROJECT NAME: IPORTUNE CENTRE ANDERSON ROAD

1. 3000000 200 100 50

2. 3000000 200 100 50

3. 3000000 200 100 50

4. 3000000 200 100 50

5. 3000000 200 100 50

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10. 3000000 200 100 50



Address: 6840 and 6860 No. 3 Road and 8051 Anderson Road

File No.: RZ 14-678448

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9510, the owner is required to complete the following.

(Subdivision, Dedications, SRWs and Encroachments)

1. Discharge* of the following Statutory Rights of Way:

- a) with respect to 6840 No. 3 Road,
 - SRW – Township of Richmond – 287391C;
- b) with respect to 6860 No. 3 Road,
 - SRW – Township of Richmond – 285751C;
 - SRW – Township of Richmond – 285759C;
- c) with respect to 8051 Anderson Road,
 - SRW – Township of Richmond – 284721C;
 - SRW – Township of Richmond – 285746C; and
 - SRW – Township of Richmond – 285752C.

* Existing SRWs may be amended where relevant to implementing new SRW requirements, with the agreement of the City Solicitor.

- 2. Submission of interim and ultimate road functional drawings, showing all dedicated land and statutory rights of way areas pertaining to the subject property and adjacent properties, to the satisfaction of the City.
- 3. Consolidation of all parcels and registration of a subdivision plan for the subject site that satisfies the following conditions, generally as shown in the sketch survey plan(s) (RTC Attachment 9):
 - a) dedication of approximately 5.8 m along the No. 3 Road frontage for street widening, subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation; and
 - b) dedication of an area approximately 33.7 m x 3.0 m in the northeast corner of the site for lane purposes, subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation.

(Note: Refer to Servicing Agreement section for information regarding frontage improvements on fronting City and dedicated lands.)

- 4. Granting of a volumetric public right of passage and utilities statutory right-of-way for an internal lane composed of a minimum of:
 - an approximately 10.3 m wide x 31.7 m long x 5.0 m high south portion (to accommodate vehicular traffic);
 - an approximately 9.0 m wide x 22.1 m long x 7.5 m high north portion (to accommodate vehicular traffic and overflow waste loading);

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ATTACHMENT 6

- a 3.0 m x 3.0 m corner cut on either side of the intersection of the SRW with the Anderson Road property line; and
- a 3.0 x 3.0 m corner cut on the east side of the intersection of the SRW with the east-west lane,

generally as shown in the related sketch survey plan (RTC Attachment 9) and subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation, providing for:

- a) universal accessibility;
 - b) design and construction requirements, including decorative finishing and lighting for the ground, wall and ceiling surfaces in the south portion, as determined through the Development Permit and Servicing Agreement processes;
 - c) design and construction at owner's cost; and
 - d) maintenance and repair at owner's cost.
5. Granting of an approximately 90 m² public right of passage and utilities statutory right of way to accommodate car share stalls and drive aisle access, generally as shown in the related sketch survey plan (RTC Attachment 9) and subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation, providing for:
- a) universal accessibility;
 - b) design and construction, including decorative finishing and lighting for the ground, wall and ceiling surfaces to match the decorative finishing in the volumetric SRW (south portion), as determined through the Development Permit and Servicing Agreement processes;
 - c) design and construction, at owner's cost; and
 - d) maintenance and repair, at owner's cost.
6. Granting of a volumetric public right of passage and utilities statutory right of way at the corner of No. 3 Road and Anderson Road to satisfy the 4.0 m x 4.0 m transportation corner cut requirement, generally as shown in the related sketch survey plan (RTC Attachment 9). The statutory right-of-way shall provide for:
- a) a clear height of 5.0 m;
 - b) universal accessibility;
 - c) decorative finishing consistent with the finishing on surrounding city and private land, as determined through the Development Permit and Servicing Agreement processes;
 - d) design and construction at owner's cost; and
 - e) maintenance and repair at owner's cost.
7. Granting of a public right of passage and utilities statutory rights of way in favour of the City on the properties at 6820 No. 3 Road, 8080 Park Road, and 8108 Park Road for the purposes of supplementing the existing secured portions of the east-west lane that runs to Buswell Street and composed of:
- for 6820 No. 3 Road, approximately 5.348 m x 5.00 m in the south east corner of the site;
 - for 8080 Park Road, approximately 5.348 m x 24.387 m along the south PL; and
 - for 8108 Park Road, approximately 5.348 m x 24.387 m along the south PL,

generally as shown in the sketch survey plan(s) (RTC Attachment 9), subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation and to provide for:

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- a) each SRW to be free and clear of obstructions except that, in the case of 8080 and 8108 Park Road, loading may occur in the north 3.0 m of the statutory right of way subject to the provisions of the Traffic Regulation By law;
- b) universal accessibility;
- c) interim improvements at the developer's cost, as determined by the Servicing Agreement process; and
- d) maintenance and repair at owner's cost.

Note: Refer also to the District Energy Utility conditions regarding statutory rights of way related to district energy facilities.

Note: Refer also to Servicing Agreement conditions regarding statutory rights of way related to private utility connections.

(Covenants and Agreements)

8. **(Flood Construction Level)** Registration of a flood covenant on title identifying the basic minimum flood construction level of 2.9 m GSC for Area A.
9. **(Aircraft Noise)** Registration of an aircraft noise restrictive covenant on title suitable for residential uses and a SRW in favour of the Airport Authority.
10. **(Mixed Use Noise)** Registration of a mixed use noise restrictive covenant on title that identifies the development as being of mixed use (residential and commercial).
11. **(Ambient Noise)** Registration of an ambient noise restrictive covenant on title noting that the development is located in a densifying urban area and may be subject to impacts that affect the use and enjoyment of the property including, but not limited to, ambient noise, ambient light, shading, light access, privacy, outlook, vibration, dust and odours from development or redevelopment of public and private land in the surrounding area.
12. **(Affordable Housing)** Registration of a Housing Agreement securing the owner's commitment to:
 - a) provide 5% of the residential floor area to affordable housing dwelling units, in perpetuity;
 - b) provide for affordable housing units, of numbers, types, sizes and associated rent and income levels in accordance with the table below:

Unit Type	Affordable Housing Strategy Requirements			Project Targets (2)	
	Minimum Unit Area	Maximum Monthly Unit Rent (1)	Total Maximum Household Income (1)	Unit Mix	# of Units
Bachelor	37 m ² (400 ft ²)	\$850	\$34,000 or less	0%	0
1-Bedroom	50 m ² (535 ft ²)	\$950	\$38,000 or less	40%	2
2- Bedroom	80 m ² (860 ft ²)	\$1,162	\$46,500 or less	60%	3
3-Bedroom	91 m ² (980 ft ²)	\$1,437	\$57,500 or less	0%	0
TOTAL		N/A	N/A	100%	5

(1) May be adjusted periodically, as provided for under adopted City policy.

(2) 100% of affordable housing units shall meet Richmond Basic Universal Housing (BUH) standards or better.

- c) provide for private outdoor amenity area for each unit consistent with the minimum requirements of the CCAP and OCP Development Permit Guidelines;
 - d) provide for full and unlimited access to, and use of, all on-site indoor and outdoor amenity spaces, at no additional charge;
 - e) provide 5 parking stalls for exclusive use of the occupiers of the Affordable Housing Units at no cost in perpetuity;
 - f) provide for full and unlimited access to, and use of, other building facilities including, but not limited to, casual, shared or assigned bicycle storage, visitor parking, electric vehicle charging and related facilities, at no additional charge;
 - g) provide for all affordable housing units and related uses (e.g. parking) and amenities (e.g. common outdoor amenity space) to be completed to a turnkey level of finish at the sole cost of the developer and to the satisfaction of Director of Development and Manager, Community Services;
 - a) incorporate and identify the affordable housing dwelling units and associated facilities in the Development Permit plans, subject to the advice (e.g. changes to unit circumstances and/or confirmation of unit locations) of the Housing Co-ordinator; and
 - b) incorporate and identify the affordable housing dwelling units and associated facilities in the Building Permit plans, subject to the advice (e.g. changes to unit circumstances and/or confirmation of unit locations) of the Housing Co-ordinator.
13. ***(Shared Commercial and Residential Visitor Parking)*** Registration of a restrictive covenant on title securing the owner's commitment to:
- a) provide a pool of forty-one (41) shared commercial/residential visitor parking stalls;
 - b) locate the shared stalls on the ground level of the parkade, on either side of the north-south lane, using all of the available commercial stalls, and locate any remainder on the next parkade level, subject to the approval of the Director of Transportation;
 - c) ensure the shared stalls will remain unassigned;
 - d) ensure the shared stalls will be fully accessible (e.g. entry gate open) during standard business operating hours;
 - e) ensure the visitor use of the shared stalls will be accessible (e.g. buzz entry) during non-standard business hours;
 - f) identify the shared commercial/visitor parking stalls in the Development Permit plans;
 - g) identify the shared commercial/visitor parking stalls in the Building Permit plans; and
 - h) prior to Building Permit issuance granting occupancy, provide wayfinding and stall identification signage for the shared commercial/residential visitor stalls, to the satisfaction of the Director of Transportation.
14. ***(Shared Commercial and Residential Truck Loading)*** Registration of a restrictive covenant on title securing the owner's commitment to:
- a) provide a pool of three (3) shared commercial/residential medium size truck loading spaces;
 - b) ensure the shared spaces will remain unassigned;
 - c) identify the shared commercial/visitor medium size truck loading spaces in the Development Permit plans;
 - d) identify the shared commercial/visitor medium size truck loading spaces in the Building Permit plans; and

- e) prior to Building Permit issuance granting occupancy, provide wayfinding and space identification signage for the shared commercial/residential large size truck loading space, to the satisfaction of the Director of Transportation.

Note: Two adjoining medium size truck spaces are also intended to be used for provision of one of the required large size truck loading spaces.

15. **(Electric Vehicle Provisions)** Registration of a restrictive covenant on title securing the owner's commitment to:

- a) provide a minimum of 20% of residential parking stalls with a 120 volt receptacle to accommodate electric vehicle charging equipment;
- b) provide an additional minimum of 25% of residential parking stalls with pre-ducting to support future installation of electric vehicle charging equipment;
- c) provide a minimum of one 120 volt receptacle is provided to accommodate electric charging equipment for every 10 Class 1 bike parking stalls;
- d) identify the electric vehicle stalls in the Development Permit plans;
- e) identify the electric vehicle stalls in the Building Permit plans; and
- f) prior to Building Permit issuance granting occupancy, provide wayfinding and stall identification signage for the electric vehicle stalls, to the satisfaction of the Director of Transportation.

16. **(End of Trip Facilities)** Registration of a restrictive covenant on title securing the owner's commitment to:

- a) provide cycling end of trip facilities for the shared use of all commercial uses (e.g. retail and office) generally as follows:
 - i. one male facility and one female facility, each with a minimum of two showers; and
 - ii. located such that the facilities are easily accessible from bicycle parking areas and all intended users.
- b) identify the cycling end of trip facilities in the Development Permit plans;
- c) identify the cycling end of trip facilities in the Building Permit plans; and
- d) prior to Building Permit issuance granting occupancy, provide wayfinding signage for the end of trip facilities, to the satisfaction of the Director of Transportation.

(Note: Facilities shall be a handicapped-accessible suite of rooms containing a change room, toilet, wash basin, shower, lockers, and grooming station (i.e. mirror, counter, and electrical outlets) designed to accommodate use by two or more people at one time.)

17. **(Car Share Provisions)** Registration of a restrictive covenant on title or alternative legal agreement(s), subject to the final approval of the Director of Transportation, securing the owner's commitment to:

- a) provide two car-share stalls with drive aisle access, secured with a SRW in favour of the City, on the ground level of the parkade adjacent to the north-south lane SRW;
- b) provide the forgoing stalls with 24 hour a day public access;
- c) provide each car-share stall with an EV quick-charge (240 volt) charging station for its convenient and exclusive use;
- d) identify the location, size, access, EV and CPTED characteristics of the car share stalls on the Development Permit plans;
- e) identify the location, size, access, EV and CPTED characteristics of the car share stalls on the Building Permit plans;

- f) prior to Building Permit issuance granting occupancy, provide wayfinding signage for the car share stalls, to the satisfaction of the Director of Transportation;
 - g) provide the car share stalls and associated access at no cost to the car share operator;
 - h) provide the car share stalls and associated access at no cost to individual users of the car share service, except as otherwise determined by the City;
 - i) provide two car share cars, of which at least one is an electric vehicle, at no cost to the car share operator;
 - j) submit a draft contract of the agreement between the Developer and the car share provider for City's review;
 - k) submit a Letter of Credit prior to Development Permit for the sum of \$45,000 to secure the developer's commitment to provide the car share cars;
 - l) should the car share cars not be provided at the time of Building Permit issuance granting occupancy, voluntarily contribute the \$45,000 secured by LOC towards alternate transportation demand management modes of transportation;
 - m) prior to Building Permit issuance granting occupancy, enter into a contract with a car share operator for a minimum of three years from the first date of building occupancy, a copy of which shall be provided to the City; and
 - n) in the event that the car-share facilities are not operated for car-share purposes as intended via the subject rezoning application (e.g., operator's contract is terminated or expires), control of the car-share facilities shall be transferred to the City, at no cost to the City, and the City at its sole discretion, without penalty or cost, shall determine how the facilities shall be used going forward.
18. **(Common Amenity Space)** Registration of a restrictive covenant on title or alternative legal agreement(s), to the satisfaction of the City, securing the owner's commitment to:
- a) provide for full and unlimited access to and use of all common residential indoor and outdoor recreational and/or social amenity spaces/facilities for all residents including, but not limited to, the podium level deck, the Level 7 urban agriculture deck and the roof level deck, except in the case that individual facilities are reserved for private use by residents on a managed, time-limited and specified purpose basis.
19. **(District Energy Utility)** Registration of a restrictive covenant and/or alternative legal agreement(s), to the satisfaction of the City, securing the owner's commitment to connect to District Energy Utility (DEU), which covenant and/or legal agreement(s) will include, at minimum, the following terms and conditions:
- a) no Building Permit will be issued for a building on the subject site unless the building is designed with the capability to connect to and be serviced by a DEU and the owner has provided an energy modelling report satisfactory to the Director of Engineering;
 - b) if a DEU is available for connection, no final building inspection permitting occupancy of a building will be granted until: the Owner has executed and delivered to the City a Section 219 Covenant for the installation, operation and maintenance of all necessary facilities for supplying the services to the Lands; the Owner has entered into a Service Provider Agreement as required by the City; and the Owner has granted or acquired the Statutory Right-of-Way(s) and/or easements necessary for supplying the DEU services to the Lands; and
 - c) if a DEU is not available for connection, then the following is required prior to the earlier of subdivision (stratification) or final building inspection permitting occupancy of a building:
 - i. the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU;

- ii. the owner enters into a covenant and/or other legal agreement to require that the building connect to a DEU when a DEU is in operation;
- iii. the owner grants or acquires the Statutory Right-of-Way(s) and/or easements necessary for supplying DEU services to the building; and
- iv. if required by the Director of Engineering, the owner provides to the City with security for costs associated with acquiring any further Statutory Right of Way(s) and/or easement(s) and preparing and registering legal agreements and other documents required to facilitate the building connecting to a DEU when it is in operation.

(Contributions)

20. **(Child Care)** City acceptance of an offer to voluntarily contribute at least \$515,105.15 (one percent of the residential floor area, excluding affordable housing floor area, calculated using the proposed floor area *e.g.* $0.01 \times 7,361.8 \text{ m}^2 \times \$6,997/\text{m}^2$) towards the development and operation of child care (90% to Childcare Development Reserve Fund - Account # 7600-80-000-90157-0000 and 10% to Childcare Operating Contributions Account # 7600-80-000-90159-0000).
21. **(Community Facilities)** City acceptance of an offer to voluntarily contribute at least \$1,417,398.31 (five percent of the Village Centre Bonus floor area calculated using the proposed floor area *e.g.* $0.05 \times 83 \times 4,881.26 \text{ m}^2 \times \$6,997/\text{m}^2$) towards the development of community facilities (City Centre Facility Development Fund - Account # 7600-80-000-90170-0000).
22. **(Community Planning)** City acceptance of an offer to voluntarily contribute at least \$50,304.72 (100% of the total floor area calculated using the proposed floor area *e.g.* $18,700.64 \text{ m}^2 \times \$2.69/\text{m}^2$) towards City Centre community planning (CC-Community Planning and Engineering Account # 3132-10-520-00000-0000).
23. **(Public Art)** City acceptance of an offer to voluntarily contribute at least \$114,861.64 (100% commercial floor area @ \$4.63 per square meter and 100% residential floor area, excluding affordable housing floor area, @ \$8.72 per square meter calculated using the proposed floor area *e.g.* $10,943.14 \text{ m}^2 \times \$4.63/\text{m}^2 + 7,361.8 \text{ m}^2 \times \$8.72/\text{m}^2$) towards public art (15% to Public Art Provision Account # 7500-10-000-90337-0000 and 85% to ma # 7600-80-000-90173-0000).
24. **(Transportation Demand Management)** City acceptance of an offer to voluntarily contribute \$50,000 to upgrading the traffic signal at Park Road/Buswell Street (General Account (Transportation) Account # 5132-10-550-55005-0000) for pedestrian environment enhancement in support of a reduction in parking.
25. **(Trees – City Property)** City acceptance of an offer to voluntarily contribute \$1300 (calculated as \$1300 per tree) to the City's Tree Compensation Fund (Account # 2336-10-000-00000-0000) for the planting of replacement trees within the City.

Per Current Floor Area Estimates:

Total Floor Area m^2	Commercial Floor Area m^2	Residential Floor Area m^2	Calculable Residential Floor Area m^2	Affordable Housing Floor Area m^2
18,700.64	10,943.14	7,757.50	7361.8	395.7

(Miscellaneous Considerations)

26. **(LEED)** Design and construction of the development to LEED Silver Equivalent based on advice provided by a LEED AP BD+C.

27. **(Accessibility)** Design and construction of the development to include accessible housing units consistent with the following table:

Type	Affordable	Market	Intent	Standard
Aging in Place	0	66	- support mobility and usability	Per OCP
Adaptable + Basic Universal Housing	4	4	- reno potential for wheelchair plus added floor area for manoeuvring	Per BCBC and RZB
Barrier Free	1	0	- move in with wheelchair	Per BCDH
Total Units	5	70		

28. **(Common Amenity Area)** Design and construction of the development to include common indoor and outdoor amenity area consistent with the common amenity area provisions of the OCP/CCAP.

(Servicing Agreement)

29. Submission and processing of a Servicing Agreement* application, completed to a level deemed acceptable by the Director of Engineering, for the design and construction of works associated with the proposed rezoning, subject to the following conditions:

(Water Works)

- a) Using the OCP Model, there is 683.6 L/s of water available at a 20 psi residual at the No 3 Rd frontage and 145.3 L/s at the Anderson Rd frontage. Based on your proposed Development your site requires a minimum fire flow of 220 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 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 and Building designs.
 - ii. Upgrade the existing 150mm AC water main along Anderson Road frontage to a 200mm watermain and install additional hydrants as required to achieve minimum 75m spacing along Anderson Road frontage.
 - iii. Install a new water service connection. Water meter to be located on-site (e.g. in a mechanical room).
 - iv. Confirm the actual settlement of the water main located along the No 3 Road frontage via the settlement test points indicated in the Preload Induced Utility Settlement report prepared by Geopacific dated November 5th, 2015, and report the final results to the City. If unacceptable settlement has occurred, the replacement of the water main along the effected length shall be added into the Servicing Agreement scope of works at the Developer's cost.
- c) At Developers cost, the City is to:
 - i. Cut and cap the existing water service connection at the watermain along the No 3 Road frontage.
 - ii. Complete all tie-ins to existing water mains.

(Storm Sewer Works)

- d) The Developer is required to:

- i. Install a new storm sewer within the center of Anderson Road from the existing 600 mm storm sewer to No 3 Road complete with manholes as required. Sizing shall be via the servicing agreement design review.
- ii. Remove the adjacent existing storm sewers along both sides of the Anderson Road frontage, and tie-in the upstream portions and all existing service connections and catch basins to the proposed storm sewer along the centreline of Anderson Road. Removal of the existing storm sewer on the south side of Anderson Road will require curb, gutter, and sidewalk restoration.
- iii. Note that the existing lane drainage to the south of Anderson Road will require extension to tie in to the proposed storm sewer via a new manhole.
- iv. Tie-in existing storm mains, service connections and catch basin leads to the new storm sewer as required.
- v. Install a new storm service connection complete with an inspection chamber located on-site within a proposed 1.5 m-deep, 3.0 m-wide SRW along the Anderson Rd frontage. Exact dimensions to be determined during the servicing agreement design review.
- vi. Cut and cap the existing service connections and remove existing inspection chambers along the No 3 Road and Anderson Road frontages.
- vii. Upgrade and install lane drainage along the east-west lane from 8051 Anderson Road to the east property line of 8111 Anderson Road to City specifications, complete with catch basins and manholes. The pipes shall be sized via a capacity analysis, minimum 200 mm diameter. The design of the lane drainage must be coordinated with the City-funded sanitary sewer to be placed within the east-west lane. Note: no service connections are permitted to connect to lane drainage.
- viii. Remove the existing diagonally-aligned drainage line within the east-west lane along the frontage of 8111 Anderson Road.
- ix. Confirm the actual settlement of the storm sewer located along the No 3 Road frontage via a CCTV inspection and submit to the City. If unacceptable settlement has occurred, the replacement of the storm sewer along the effected length shall be added into the Servicing Agreement scope of works at the Developer's cost.

e) At Developers cost, the City is to:

- i. Complete all tie-ins of the proposed works to existing City infrastructure.

(Sanitary Sewer Works)

f) The Developer is required to:

- i. As the site pre-load and other ground improvements, which will impact the existing sanitary main within the development site, has commenced prior to the City's construction of the sanitary main along Buswell Street, the developer was required to construct a temporary sanitary pump station and forcemain diversion. Following this, the Developer, at his sole costs, is required to:
- ii. Design and construct a 200mm diameter sanitary main along Anderson Road by the completion date set out within the related servicing SA 16-731504 and connect to the future City-funded Buswell Street sanitary sewer when it becomes available. Tie-in to the west shall be to the existing sanitary sewer within the north-south aligned lane south of Anderson Road.
- iii. Prior to start of on-site excavation and foundation works, construct the 200 mm diameter sanitary sewer along Anderson Road, decommission and remove the on-site forcemain and temporary pump station, and connect to the City-funded Buswell Street sanitary sewer.

- iv. Coordinate the construction of the sanitary main along Anderson Road with the construction schedule of the City-funded sanitary main along Buswell Street. The Developer is required to connect to the new sanitary sewer within Buswell Street, as soon as it becomes available.
 - v. Maintain, monitor and repair, to the satisfaction of the City, the temporary sanitary pump station and the piping system, until such time that the new 200mm diameter sanitary main to be built by the developer along Anderson Road and the City funded sanitary main along Buswell Street are constructed and operational.
 - vi. Remove the temporary sanitary pump station and the piping system and restore to original condition or better the affected areas after the connection to the new sanitary sewer within Buswell Street.
 - vii. Perform all other tasks required by the related servicing agreement SA 16-731504.
- g) At Developers cost, the City is to:
- i. Complete all tie-ins of the proposed works to existing City infrastructure.

(Frontage Improvements – Engineering)

- h) The Developer is required to:
- i. Review street lighting levels and street light type along No. 3 Rd and Anderson Rd frontages and upgrade lighting as required to meet City standards.
 - ii. Provide street lighting along the proposed east-west lane along the north property line of 8051 Anderson Road.
 - iii. Design the ultimate road cross-section of Anderson Road to accommodate for future District Energy Utility corridor within the roadway.
 - iv. Coordinate with BC Hydro, Telus and other private communication service providers
 - To underground proposed Hydro service lines.
 - 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.). All such structures are to be located within the subject site's property line.
 - v. Complete other frontage improvements as per Transportation's requirements.

(General Items – Engineering)

- i) The Developer is required to:
- i. Grant utilities statutory rights of way for required connections between City utilities and the development as determined within the Servicing Agreement process.
 - ii. Locate/relocate all above ground utility cabinets and kiosks required to service the proposed development within the developments site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development process design review. 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 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 – 1mW X 1m (deep)
- Traffic signal UPS – 2mW X 1.5m (deep)
- Shaw cable kiosk – 1mW X 1m (deep) – show possible location in functional plan
- Telus FDH cabinet-1.1 m W X 1 m (deep – show possible location in functional plan

(Frontage Improvements – Transportation)

(General Note: Servicing Agreement for design and construction to City Centre standards. All requirements subject to final functional design including, but not limited to, the items outlined in this section and any associated required technical changes.)

- j) The Developer is required to:
- i. For No. 3 Rd.:
 - a. Maintain existing curb.
 - b. From existing curb line provide:
 - 0.15m curb;
 - 2.50m boulevard;
 - 2.00m bike lane;
 - 1.50m lighting/street furniture buffer strip; and
 - 3.00m sidewalk.
 - ii. For Anderson Rd.:
 - a. Maintain existing curb.
 - b. From the existing north curb line provide:
 - 0.15 curb;
 - 1.5m hardscaped treed boulevard; and
 - 2.0m scored concrete sidewalk.
 - iii. For the internal north-south lane SRW PROP:
 - a. From east side:
 - 1.50m sidewalk free and clear of all obstructions;
 - 7.50m min. pavement width; and
 - 0.60 m buffer.

Note: Rollover curbs both sides consistent with CC lane design standard.
 - iv. For the east-west lane upgrade - subject site portions:

(Note: Works are required to make the E-W lane operational to the greatest extent possible for two way traffic to and from Buswell Rd, to the satisfaction of the City.)

 - a. From the new subject site north PL (after lane dedication):
 - per forgoing note;
 - 1.50 m concrete sidewalk including rollover curb; and
 - 1.50 m pavement width; and
 - grading, drainage, gutter, lighting and traffic marking, as determined through the Servicing Agreement process.
 - v. For the east-west lane upgrade – off-site portions:

(Note: Works are required to make the E-W lane operational to the greatest extent possible for two way traffic to and from Buswell Rd, to the satisfaction of the City.)

 - a. For 6820 No. 3 Road:

- per forgoing note; and
- grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.
- b. For 8080 and 8108 Park Road:
 - per forgoing note; and
 - grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.
- c. For 8120 Park Road:
 - per forgoing note; and
 - grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.
- d. For 8111 Anderson Road:
 - per forgoing note;
 - 1.50 m concrete sidewalk including lighting and rollover curb along north PL; and
 - grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.

(TIA Improvements – Transportation)

- k) The Developer is required to:
- i. For the No. 3 Rd./Anderson Rd. intersection:
 - a. upgrade the crosswalks at the intersection with decorative stamped asphalt treatment and tactile warning pavers at the curb ramps to improve visibility of crosswalks.
 - ii. For the Anderson Rd./Buswell Rd intersection:
 - a. to install two special crosswalk signals (side-mounted) with APS and service panel; pedestrian detection and communications conduit, cable and junction boxes; and
 - b. add new curb ramps on east side per City Engineering Design Specification standards with tactile warning strips.
 - iii. For the Granville Ave./Buswell St. intersection:
 - a. upgrade intersection with illuminated street name signs.

(Parks - City Trees)

- l) The developer is required to provide for the retention of three existing trees on City property along No. 3 Road, unless otherwise determined by the SA process, in which case replacement terms shall be determined within the SA process. Retention shall be supported with:
- i. installation of appropriate tree protection fencing around all trees to be retained on the No. 3 Road frontage, as well as trees located in adjacent frontages that may be affected by the construction of the proposed development and associated frontage improvements; and
 - ii. submission of a contract entered into by the applicant and a Certified Arborist for the supervision of all works conducted in close proximity to the aforesaid tree protection zones. The contract must include the scope of work to be undertaken, including the proposed number of 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.

(Servicing Agreement – Letter of Credit)

- m) Provision of a Letter of Credit to secure the completion of the works in an amount determined by the Director of Development.

(Servicing Agreement – LTO Registration)

- n) Registration of the Servicing Agreement on title.

(Development Permit)

30. Submission and processing of a Development Permit* application, completed to a level deemed acceptable by the Director of Development, demonstrating:
- a) design development of the rezoning concept to address:
 - i. Council directions arising out of Public Hearing;
 - ii. form and character objectives noted in the associated Report to Planning Committee;
 - iii. form and character objectives described in the OCP and CCAP Development Permit Guidelines;
 - iv. technical resolution, as necessary, of building services, private utilities, public utilities, parking and loading and waste management including provision of final utility, loading, waste management and signage and wayfinding plans; and
 - v. technical resolution, as necessary, of the landscape plans related to:
 - a. the protection, installation and/or maintenance (including automatic irrigation) of retained and/or new ecological network landscape;
 - b. the protection, installation and/or maintenance (including automatic irrigation) of retained and/or new trees; and
 - c. the installation and/or maintenance (including automatic irrigation) of additional landscape; and
 - b) the owner's commitment to design and construct the development in accordance with rezoning policy, the rezoning considerations and the draft site-specific zoning bylaw, by incorporating information into the Development Permit plans (inclusive of architectural, landscape and other plans, sections, elevations, details, specifications, checklists and supporting consultant work) including, but not limited to:
 - i. statutory rights of way, easements, encroachments, no build areas, agreements and other legal restrictions;
 - ii. flood construction level(s);
 - iii. use, density, height, siting, building form, landscaping, parking and loading and other zoning provisions;
 - iv. site access and vehicular crossings;
 - v. the required shared commercial/visitor parking stalls;
 - vi. the required EV-charging and EV-ready vehicle parking stalls;
 - vii. the required EV-charging and EV-ready bicycle parking stalls;
 - viii. the required car-share parking stalls;
 - ix. the required end of trip facilities, including their location, number, size, type and use;
 - x. the location of areas reserved for DEU connection facilities and a notation regarding the need for DEU pre-ducting;
 - xi. the required affordable housing units, including their size and location;
 - xii. the required aging in place, basic universal, accessible, adaptable and/or convertible dwelling units, including their associated design features;

- xiii. a site and building Accessibility checklist and identification of specific recommended measures on the plans, where relevant;
- xiv. a CPTED checklist and identification of specific recommended measures on the plans, where relevant;
- xv. a LEED Checklist with measures recommended by a LEED AP BD+C to achieve LEED Silver equivalent and identification of specific measures to be incorporated into the Building Permit plans;
- xvi. an acoustic and mechanical report with recommendations prepared by an appropriate registered professional regarding measures to be incorporated into the Building Permit drawings to achieve the exterior and interior noise levels and other noise mitigation standards articulated in the aircraft and mixed use noise covenants;
- xvii. the required common indoor, common outdoor and private outdoor amenity areas including their location, size, use and finishing;
- xviii. the location and specifications for ecological network landscaping; and
- xix. the dimensions of any tree protection fencing illustrated on the Tree Retention/Management Plan provided with the application.

(Letter of Credit – Trees, Ecological Network and Landscape)

- c) Submission of a letter of credit for landscaping based on 100% of the cost estimate provided by the Landscape Architect, including installation costs, plus a 10% contingency cost.

(Building Permit)

Note: Prior to Building Permit issuance the approved Development Permit and associated conditions, as well as any additional items referenced in "Schedule B: Assurance of Professional Design and Commitment for Field Review", shall be incorporated into the Building Permit plans (drawings and documents) prior to Building Permit issuance.

Note: Prior to Building Permit issuance the developer must submit a "Construction Parking and Traffic Management Plan" to the Transportation Department. The 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.

Note: Prior to Building Permit issuance the developer must obtain a Building Permit 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.

General Notes:

1. Some of the foregoing items (*) may require a separate application.
2. Where the Director of Development deems it appropriate, legal 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

ATTACHMENT 6

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 legal 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.

3. 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.
4. 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

Signed

Date

5258185v3

Updated: January 10, 2017 3:21 PM

____ Initial

COPY ADP MINUTES

3. RZ 14-678448/DP 15-708092 – PROPOSED REZONING OF 6840-6860 NO.3 ROAD AND 8051 ANDERSON ROAD TO PROVIDE FOR THE DEVELOPMENT OF A MIXED COMMERCIAL AND MULTI-FAMILY RESIDENTIAL USE DEVELOPMENT WITH A TOTAL FAR OF 3.84 AND A HEIGHT OF 47 M GSC.

APPLICANT: Ifortune Homes

PROPERTY LOCATION: 8051 Anderson Road

Applicant's Presentation

Daniel Eisenberg and Amela Brudar, GBL Architects, and Landscape Architect Grant Brumpton, PWL Partnerships, presented the project on behalf of the applicant and answered queries from the Panel.

Panel Discussion

Comments from the Panel were as follows:

- the design of the proposed building is unique in Richmond but suitable for its location;
- the building design is new and interesting; however, the south-facing balconies of the residential midrise need further articulation to achieve its architectural objective;
- consider introducing architectural elements and/or lighting in the proposed north-south lane to make it more friendly;
- would like to see the application back to the Panel if substantial changes will be made to the proposed development;
- the west façade of the building almost opposite Richmond City Hall is interesting; appreciate the inversion of the “podium streetwall with tower” and the pedestrian use of the space under the cantilevered rectangular volumes;
- applicant should ensure that the proposed commercial balconies are kept tidy and free from unsightly objects (e.g. barbeque grills, potted plants, etc.) as they are an important piece on the south façade;
- consider continuing the concrete paving treatment on the covered southern portion of the north-south lane up to the exposed northern portion to improve the experience of pedestrians and motorists coming from the north of the subject site;
- consider eliminating the sidewalk on the proposed north-south lane to enable pedestrians and motorists to share the use of the lane;
- lanes should be well lit to ensure pedestrian safety;
- commend the applicant for a clear and thorough presentation on the architecture and landscaping of the proposed development;
- the planting palette is well considered; appreciate the animation and landscaping on the various levels of the building; appreciate the round garden plots and the tables in between;

ATTACHMENT 7

- appreciate the applicant's intent to contrast the landscaping of the different building levels with the rectilinear architecture of the building; overall geometry works in the plan drawings but may not be experienced by the residents at the different floor levels; up close, curves may look fuzzy and accidental; some curves, lines and diagonal trellises create too much geometry; consider design development and refinement of geometry on the landscaped areas in the building;
- curved planting beds fronting Anderson Road is not consistent with the overall architecture of the building and landscaping on the ground level; consider a rectilinear form for the planting beds;
- would like to see the proposal back to the Panel if there will be changes to the proposed landscaping;
- appreciate the proposed building form and massing which is unique in Richmond; appreciate the landscaped rooftop of the office tower;
- overall landscaping is cohesive and works well in aerial view; however, the landscaped areas work independently at each level and will not be experienced as a whole by the residents;
- the common outdoor space at the end of the hallway on level 9 is excessive and may not be used by residents; consider utilizing a portion of the space to create an extended private balcony for the two adjacent residential units;
- consider a more extended overhang to provide 4-5 meters of covered space on the ground level of the office tower along No. 3 Road; will provide better weather protection to future occupants of the office tower; also consider more seating opportunities (e.g. partially covered and partially exposed bench areas) along No. 3 Road and Anderson Road and at the corners to provide meeting places for people; application of Canada Line setback guidelines in this location is not necessary as there is no intention to extend the Canada Line southward;
- attention given to the north-south lane is excessive; should be used only as a vehicle service lane and not for pedestrian circulation; pedestrians should utilize the public realm fronting the streets; an east-west lane is not supported, unless the lane is designed to incorporate commercial and active use at ground level (ex. Fan Tan Alley in Victoria), it will not be well-used by pedestrians; provided service access can be accommodated by the north-south lane, removal of the east-west lane is supported; consider covering the entire lane to screen the exposed parkade and introduce a green roof to provide more visual interest from above;
- applicant can look at appropriate precedents if it wants to animate the lane, e.g. Fan Tan Alley in Victoria, Maiden Lane in San Francisco, and other pedestrian lanes in Europe;
- will support the project if the applicant will incorporate the suggested design changes to the proposed north-south and east-west lanes;
- support the previous comment regarding the needed design changes for the proposed east-west lane especially with regard to eliminating the pedestrian sidewalk;

ATTACHMENT 7

- the applicant needs to provide adequate setback along No. 3 Road for the possible extension of Canada Line in the future;
- appreciate the provision of affordable units and the incorporation of universal access features in residential units; also appreciate the provision of pocket doors in some residential units;
- project may not return to the Panel unless substantial changes are made to the Canada Line setback and the building overhang;
- the applicant is encouraged to identify public art opportunities for the proposed development;
- appreciate the elevation along No. 3 Road and the overhanging tower; agree with comments that it could be further extended;
- the proposed development is sited in a prominent location; design development is needed to emphasize the importance of the project;
- the proposed north-south lane is highlighted by the applicant; however, it lacks appropriate treatments and amenities which would enhance the pedestrian and motorist experience;
- review the relationship of the subject development with the adjacent development along Anderson Road; the stepping down of the residential mid-rise is a weak move; consider a stronger transition;
- consider a stronger interaction of the north side of the proposed development, e.g. more “eyes on the street”, with the east-west pedestrian mews; and
- would like to see the application again in the Panel.

Panel Decision

It was moved and seconded

That DP 15-708092 return to the Panel with the applicant giving consideration to the comments of the Panel.

CARRIED



PLAN EPPXXXXX

SUBDIVISION PLAN OF LOT "B" PLAN 8552 (RD58458E),
LOT 3 PLAN 8552 EXCEPT: PARCEL "A" (EXPLANATORY PLAN 12388) AND
LOT 169 PLAN 39107 ALL OF
BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER DISTRICT
PURSUANT TO SECTION 67 OF THE LAND TITLE ACT. BCGS 926.015

SCALE 1 : 500 DISTANCES ARE IN METRES
THE INTENDED SCALE OF THIS PLAN IS 500 mm
IN WIDTH BY 432 mm IN HEIGHT (1:500) WHEN
PLOTTED AT A SCALE OF 1:500.

INTEGRATED SURVEY AREA No. 18
(CITY OF RICHMOND) NAD83 (CSRS)

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS
BETWEEN GEODETIC CONTROL MONUMENTS 77H4623 and
81H9831 AND ARE REFERRED TO THE CENTRAL MERIDIAN
OF UTM ZONE 10.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL
DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE
DISTANCES, MEASURE GROUND-LEVEL DISTANCES BY
STATIONING ALONG THE GROUND SURFACE WHICH
HAS BEEN DERIVED FROM 77H4623 AND 81H9831.

THE UTM COORDINATES AND ESTIMATED HORIZONTAL
POSITIONAL ACCURACY ACHIEVED ARE DERIVED FROM THE
COORDINATE MONUMENTS 77H4623 AND 81H9831.
DEVIATIONS FOR GEODETIC CONTROL MONUMENTS
77H4623 AND 81H9831.

UTM ZONE 10 COORDINATES: 77H4623
DATUM: NAD83(CSRS) 4.0.0.BC1.0.0
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UTM EASTING: 5443782.070
POINT COMBINED FACTOR: 0.998640
ESTIMATED HORIZONTAL POSITIONAL
ACCURACY: 0.004

UTM ZONE 10 COORDINATES: 81H9831
DATUM: NAD83(CSRS) 4.0.0.BC1.0.0
UTM NORTHING: 5443782.070
UTM EASTING: 5443782.070
POINT COMBINED FACTOR: 0.998641
ESTIMATED HORIZONTAL POSITIONAL
ACCURACY: 0.010

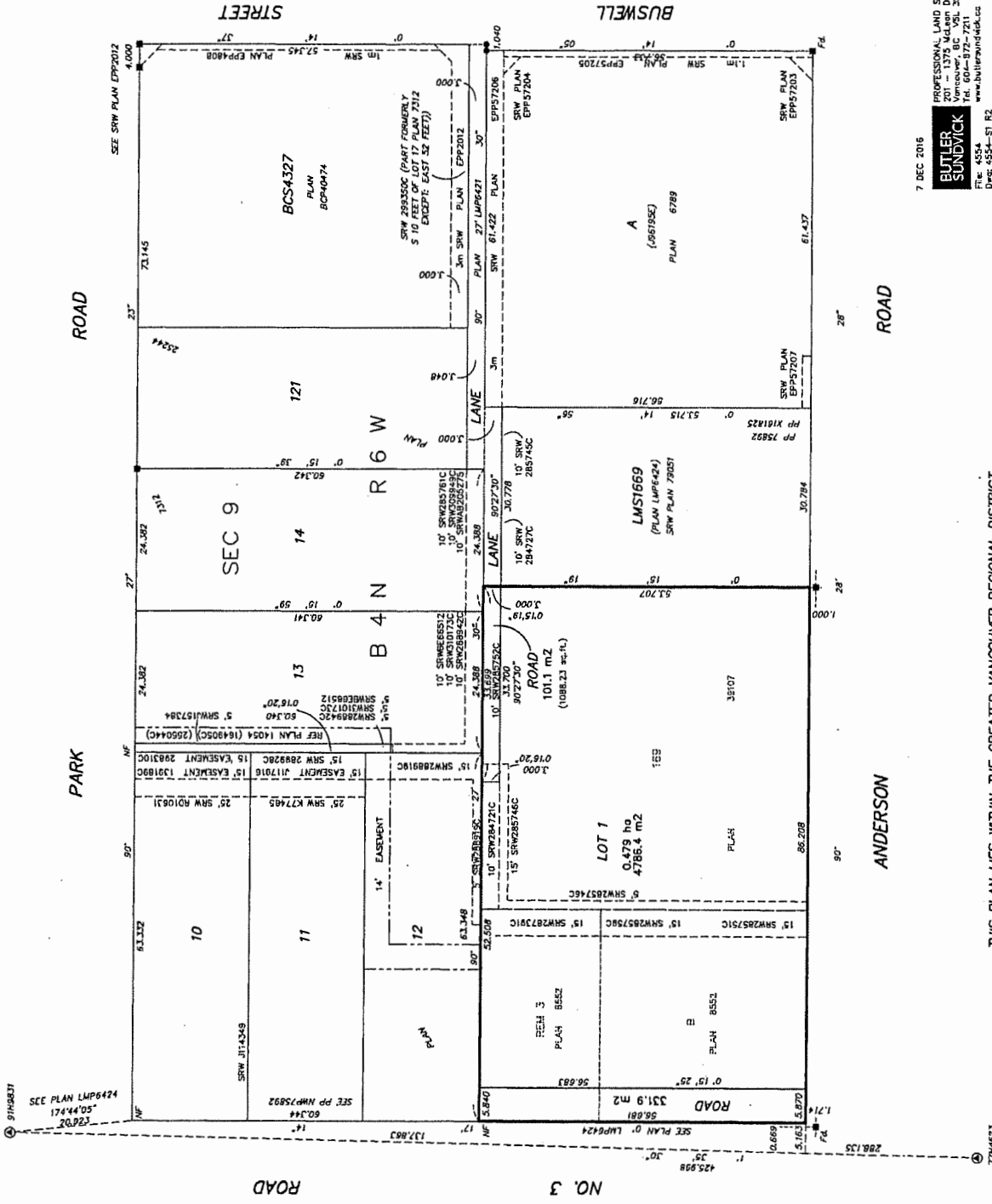
LEGEND

- DENOTES CONTROL MONUMENT
 - DENOTES LEAD PLUG
 - DENOTES IRON POST
 - DENOTES WITNESS
 - m² DENOTES SQUARE METRES
 - ha DENOTES HECTARES
 - NF DENOTES NOTHING FOUND
 - FL DENOTES FOUND, NO RECORDS
- NOTE: THIS PLAN SHOWS ONE OR MORE POSTS WHICH ARE
SET ALONG THE PRODUCTION OF THE PROPERTY
BOUNDARY LINE UNLESS OTHERWISE NOTED.



THIS PLAN LIES WITHIN THE JURISDICTION OF THE
APPROVING OFFICER FOR THE CITY OF RICHMOND

THIS FIELD SURVEY REPRESENTED BY THIS PLAN WAS
COMPLETED ON THE 21ST DAY OF DECEMBER, 2016.
GRANT BUTLER, BCLS (606) EOP / DRAFT



THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

7 DEC 2016
PROFESSIONAL LAND SURVEYORS
BUTLER
SUNDWICK
201 - 1375 Malvern Drive
Vancouver, BC V6L 2N7
Tel: 604-872-7211
Fax: 604-872-7212
www.butlersundwick.ca
Dwg: 4354-S1 R2

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT



PLAN EPPXXXXX

EXPLANATORY PLAN OF STATUTORY RIGHT OF WAY OF
PARTS OF LOTS 12, 13 AND 14 BLOCK 4 NORTH RANGE 6 WEST
NEW WESTMINSTER DISTRICT PLAN 7312
PURSUANT TO SECTION (99)(1)(c) OF THE LAND TITLE ACT.

BCGS 926.015 CITY OF RICHMOND

"FOR PUBLIC PASSAGE PURPOSES"



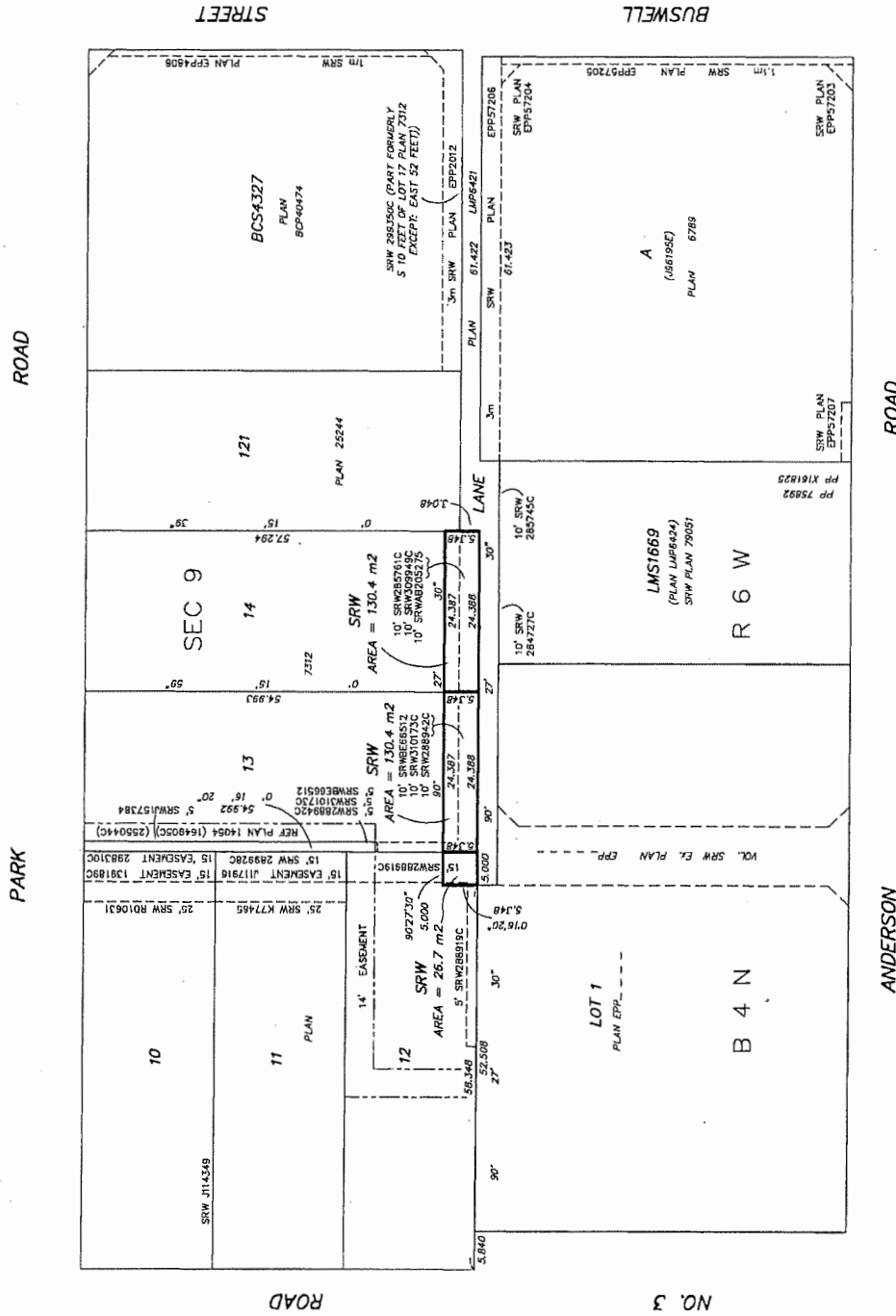
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PLOTTED AT A SCALE OF 1:500

INTEGRATED SURVEY AREA No. 18
(CITY OF RICHMOND) NAD83 (CSRS)

GRID BEARINGS ARE DERIVED FROM PLAN EPP----

LEGEND

m² DENOTES SQUARE METRES



7 DEC 2016
PROFESSIONAL LAND SURVEYORS
BUTLER
SUNDICK
Vancouver, BC V6L 3N1
Tel. 604-872-7211
Fax 4554
Dwg: 4554-SRW 2
www.butlersundick.com

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND
SURVEY AUTHORITY OF BC RECORDS: PLAN EPP-----
GRANT BUTLER, BCLS ECP A----- DRAFT

PLAN EPPXXXXXX

DRAFT

EXPLANATORY PLAN OF VOLUMETRIC STATUTORY RIGHT OF WAY
OF PART OF LOT 1 BLOCK 4 NORTH RANGE 6 WEST
NEW WESTMINSTER DISTRICT PLAN EPP_____
PURSUANT TO SECTION (89)(1)(e) OF THE LAND TITLE ACT.

BCCS 92G.015 CITY OF RICHMOND

"FOR SHARED PARKING PURPOSES"



SCALE 1 : 500 DISTANCES ARE IN METRES
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WHICH IS EQUIVALENT TO 1:500 WHEN
PLOTTED AT A SCALE OF 1:500.

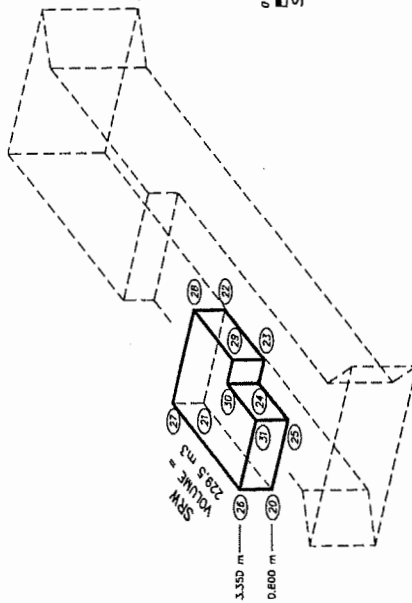


INTEGRATED SURVEY AREA No. 18
(CITY OF RICHMOND) NAD83 (CSRS)

GRID BEARINGS ARE DERIVED FROM PLAN EPP_____

LEGEND

m² DENOTES SQUARE METRES
m³ DENOTES CUBIC METRES

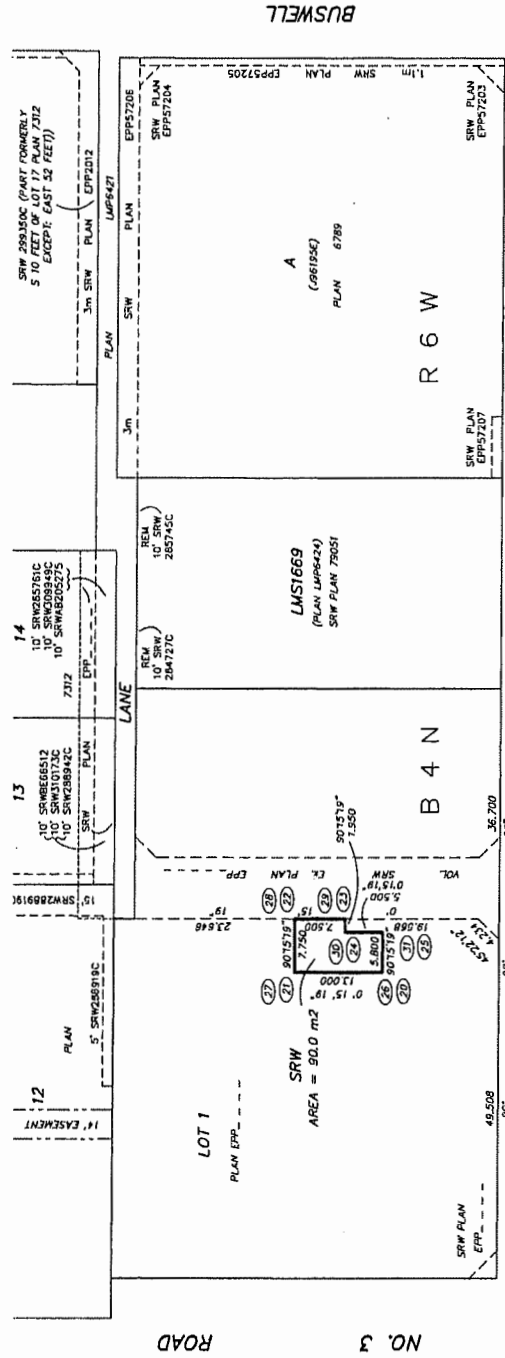


ISOMETRIC VIEW

SCALE 1 : 250 DISTANCES ARE IN METRES

TABLE OF COORDINATES

PL.No.	Northing	Easting	Elevation
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21	10030.061	9995.384	0.800
22	10090.026	10003.134	0.800
23	10022.533	10003.100	0.800
24	10022.535	10001.150	0.800
25	10017.035	10001.126	0.800
26	10017.061	9995.326	3.350
27	10030.061	9995.384	3.350
28	10090.026	10003.134	3.350
29	10022.533	10003.100	3.350
30	10022.535	10001.150	3.350
31	10017.035	10001.126	3.350



DRAFT



THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND
SURVEY AUTHORITY OF BC RECORDS: PLAN EPP_____
GRANT BUTLER, BOLS ECP _____ DRAFT

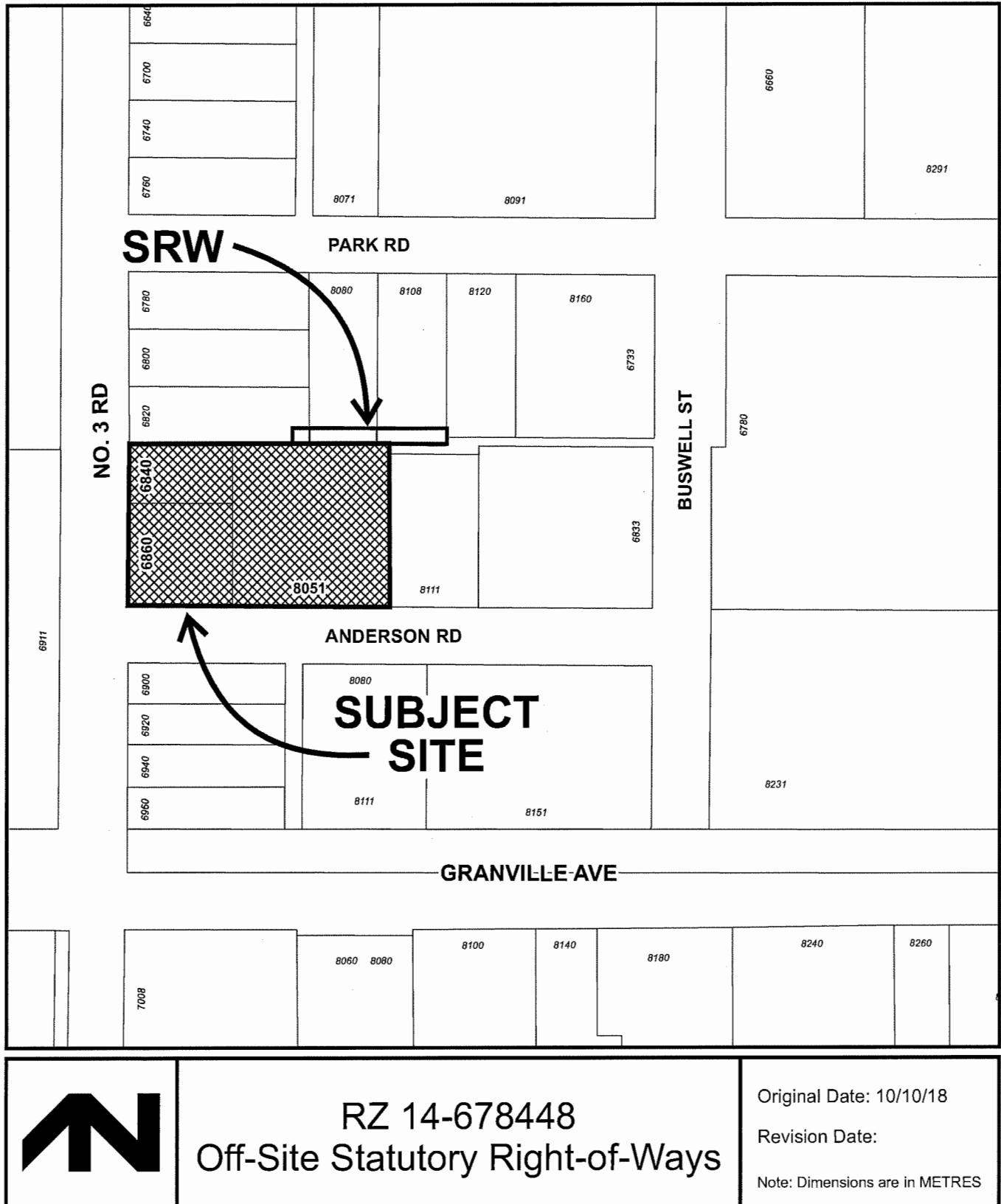
19 DEC 2016

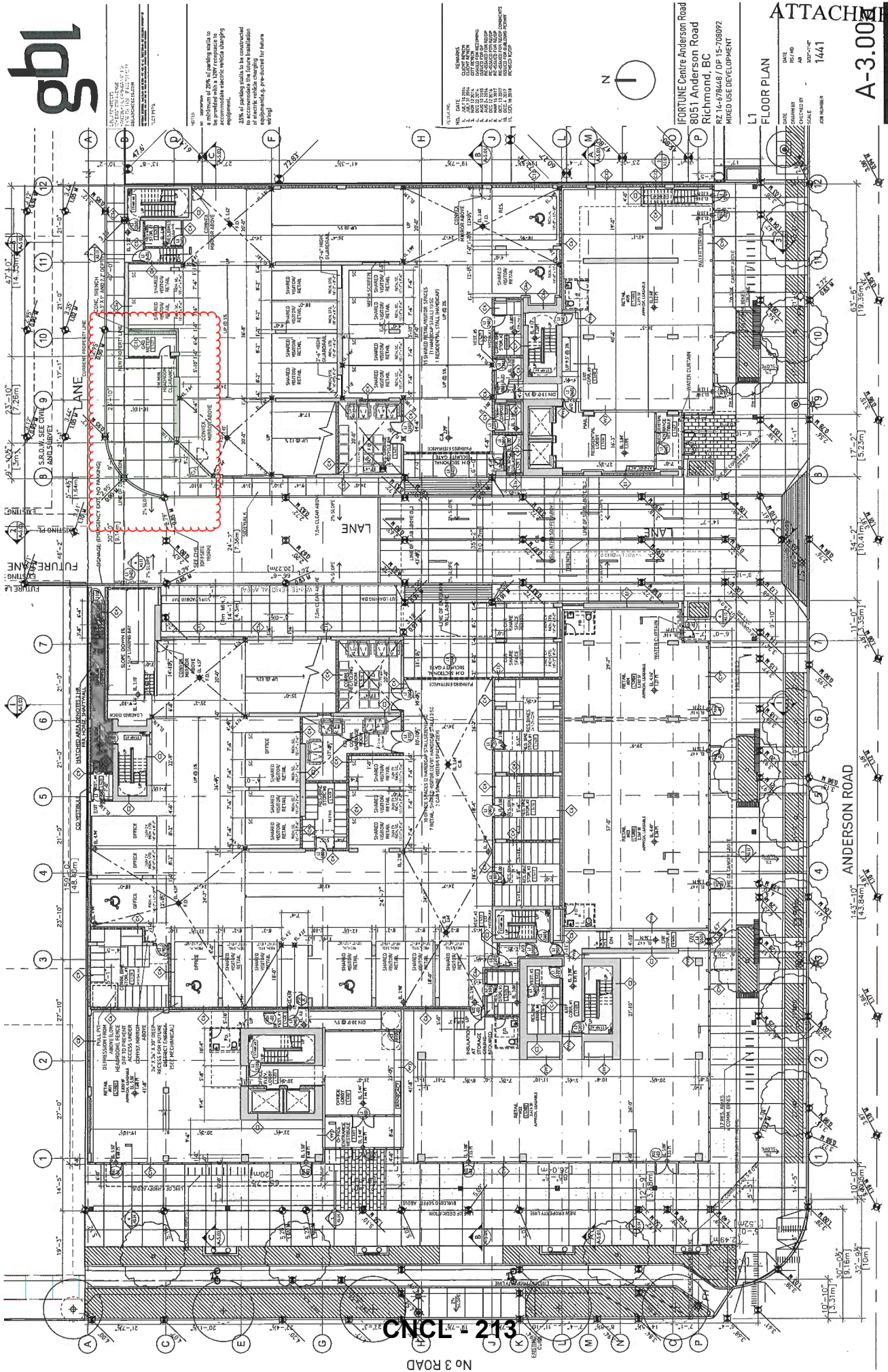
PROFESSIONAL LAND SURVEYORS
**BUTLER
SUNDWICK**
201 - 1375 McLean
Drive
Vancouver, BC V6L 3N7
Tel: 604-478-7311
Fax: 455-4
www.butlersundwick.ca
Dwg: 4554-SRW 4

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT



City of
Richmond

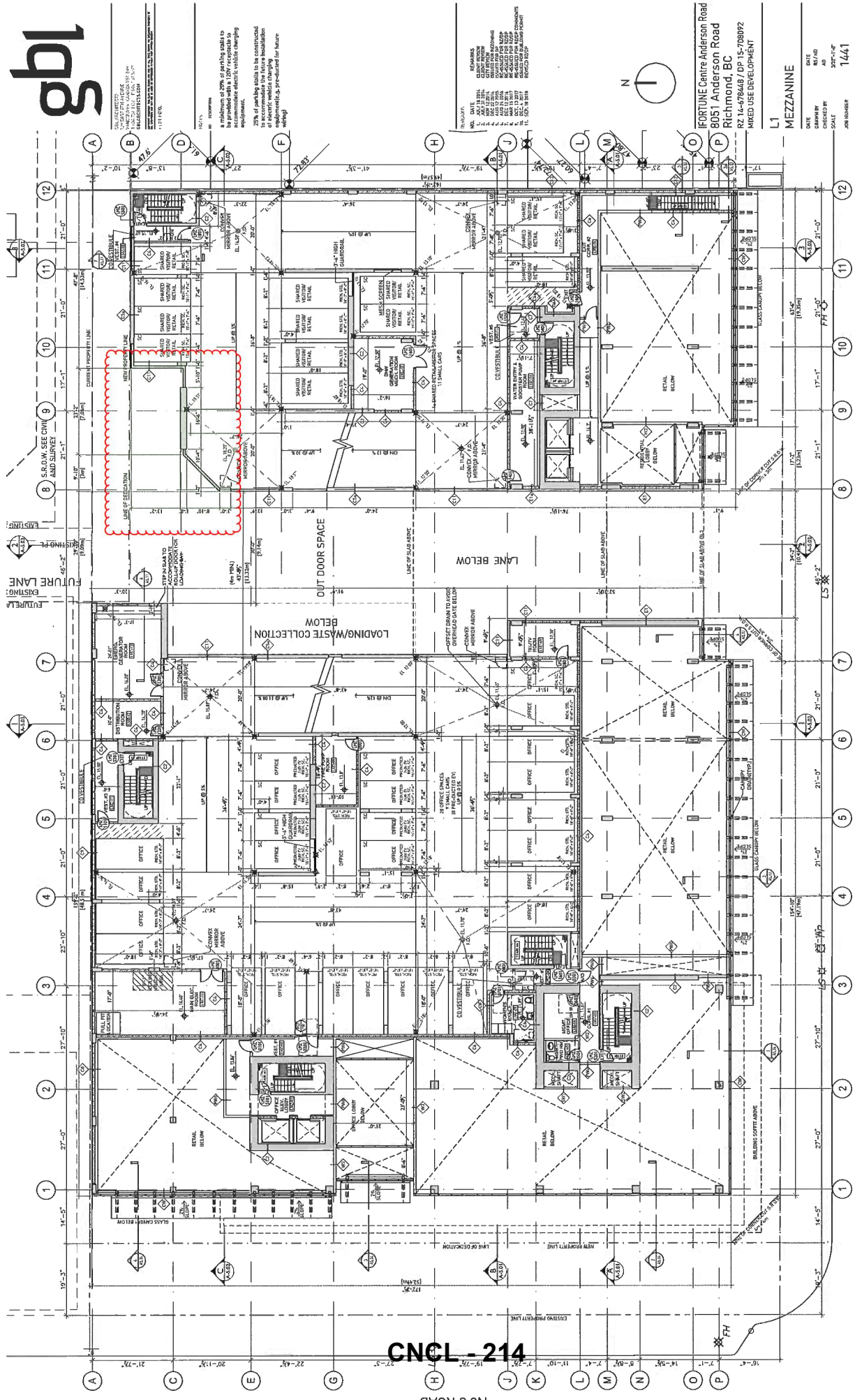




CNCL - 213

No 3 ROAD

gbl



CNCL - 214

No 3 ROAD

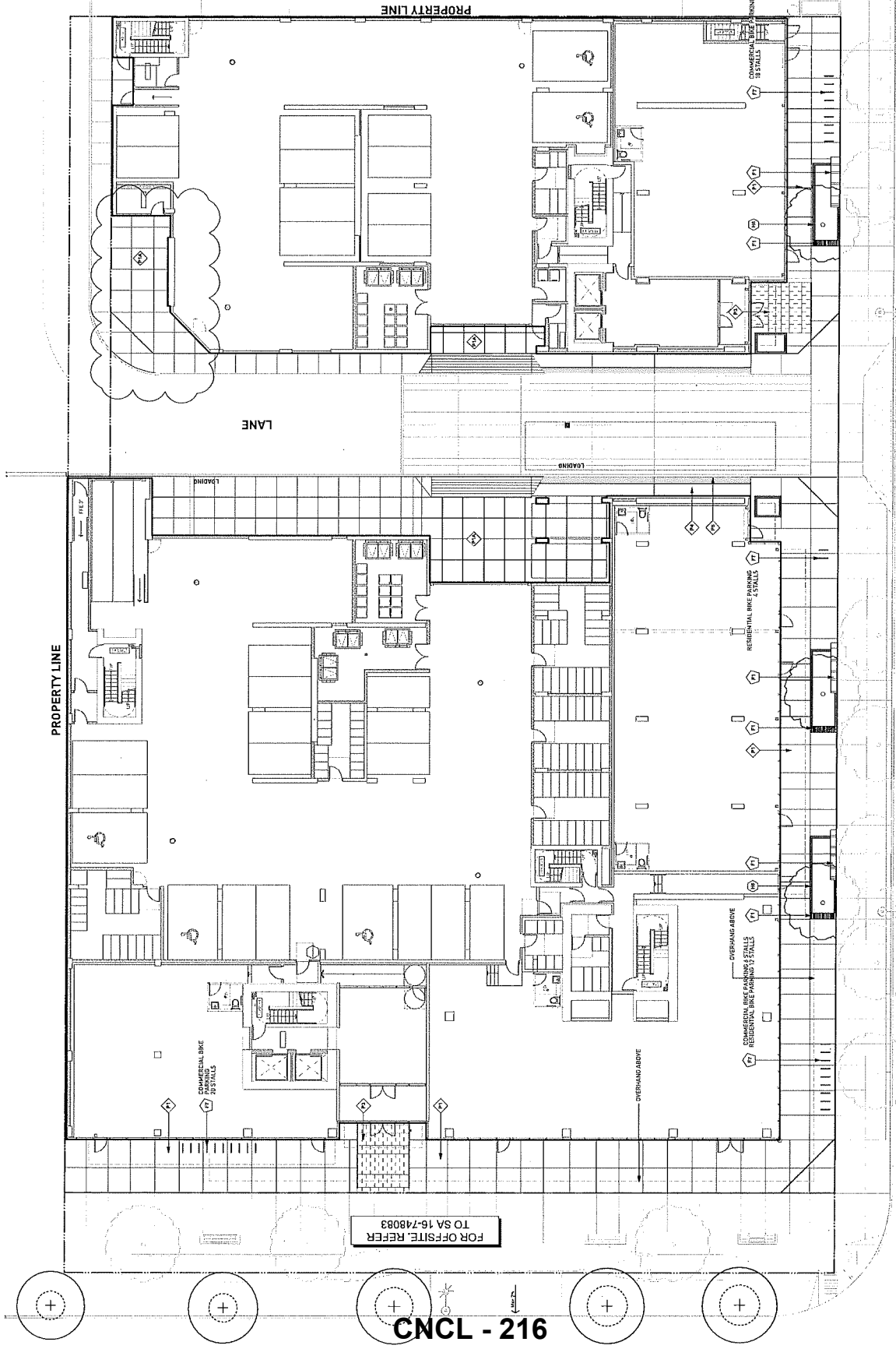
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2. DRAWN BY: [Name]
3. CHECKED BY: [Name]
4. APPROVED BY: [Name]
5. SCALE: 1/8\"

MEZZANINE
DATE: 10/10/2018
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]
SCALE: 1/8\"

ANDERSON ROAD

A-3.01

CNCL - 216



FOR OFFSITE, REFER
 TO SA 16-748083

ANDERSON ROAD

OFF-SITE NOTES:
 REFER TO SERVING AGREEMENT SA 16-748083 FOR OFF-SITE LANDSCAPE INFORMATION

3/32" = 1'

L 1.01



City of Richmond

Rezoning Considerations
Development Applications Department
6911 No. 3 Road, Richmond, BC V6Y 2C1

Address: 6840 and 6860 No. 3 Road and 8051 Anderson Road

File No.: RZ 14-678448

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9510, the owner is required to complete the following.

(Subdivision, Dedications, SRWs and Encroachments)

1. Discharge* of the following Statutory Rights of Way:

- a) with respect to 6840 No. 3 Road,
 - SRW – Township of Richmond – 287391C;
- b) with respect to 6860 No. 3 Road,
 - SRW – Township of Richmond – 285751C;
 - SRW – Township of Richmond – 285759C;
- c) with respect to 8051 Anderson Road,
 - SRW – Township of Richmond – 284721C;
 - SRW – Township of Richmond – 285746C; and
 - SRW – Township of Richmond – 285752C.

* Existing SRWs may be amended where relevant to implementing new SRW requirements, with the agreement of the City Solicitor.

- 2. Submission of interim and ultimate road functional drawings, showing all dedicated land and statutory rights of way areas pertaining to the subject property and adjacent properties, to the satisfaction of the City.
- 3. Consolidation of all parcels and registration of a subdivision plan for the subject site that satisfies the following conditions, generally as shown in the sketch survey plan(s) (RTC Attachment 9):
 - a) dedication of approximately 5.8 m along the No. 3 Road frontage for street widening, subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation; and
 - b) dedication of an area approximately 33.7 m x 3.0 m in the northeast corner of the site for lane purposes, subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation.

(Note: Refer to Servicing Agreement section for information regarding frontage improvements on fronting City and dedicated lands.)

- 4. Granting of a volumetric public right of passage and utilities statutory right-of-way for an internal lane composed of a minimum of:
 - an approximately 10.3 m wide x 31.7 m long x 5.0 m high south portion (to accommodate vehicular traffic);
 - an approximately 9.0 m wide x 22.1 m long x 7.5 m high north portion (to accommodate vehicular traffic and overflow waste loading);
 - a 3.0 m x 3.0 m corner cut on either side of the intersection of the SRW with the Anderson Road property line; **and**
 - **a 3.0 x 3.0 m corner cut on the east side of the intersection of the SRW with the east-west lane; and**
 - **an approximately 4.1 m wide x 18.9 m long x 8.5 m high northeast portion (to accommodate vehicle turnaround),**

generally as shown in the related sketch survey plan (RTC Attachment **9E**) and subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation, providing for:

- a) universal accessibility;
 - b) design and construction requirements, including decorative finishing and lighting for the ground, wall and ceiling surfaces in the south portion, as determined through the Development Permit and Servicing Agreement processes;
 - c) design and construction at owner's cost; and
 - d) maintenance and repair at owner's cost.
5. Granting of an approximately 90 m² public right of passage and utilities statutory right of way to accommodate car share stalls and drive aisle access, generally as shown in the related sketch survey plan (RTC Attachment 9) and subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation, providing for:
- a) universal accessibility;
 - b) design and construction, including decorative finishing and lighting for the ground, wall and ceiling surfaces to match the decorative finishing in the volumetric SRW (south portion), as determined through the Development Permit and Servicing Agreement processes;
 - c) design and construction, at owner's cost; and
 - d) maintenance and repair, at owner's cost.
6. Granting of a volumetric public right of passage and utilities statutory right of way at the corner of No. 3 Road and Anderson Road to satisfy the 4.0 m x 4.0 m transportation corner cut requirement, generally as shown in the related sketch survey plan (RTC Attachment 9). The statutory right-of-way shall provide for:
- a) a clear height of 5.0 m;
 - b) universal accessibility;
 - c) decorative finishing consistent with the finishing on surrounding city and private land, as determined through the Development Permit and Servicing Agreement processes;
 - d) design and construction at owner's cost; and
 - e) maintenance and repair at owner's cost.
7. ~~[Removed] Granting of a public right of passage and utilities statutory rights of way in favour of the City on the properties at 6820 No. 3 Road, 8080 Park Road, and 8108 Park Road for the purposes of supplementing the existing secured portions of the east-west lane that runs to Buswell Street and composed of:~~
- ~~— for 6820 No. 3 Road, approximately 5.348 m x 5.00 m in the south-east corner of the site;~~
 - ~~— for 8080 Park Road, approximately 5.348 m x 24.387 m along the south PL; and~~
 - ~~— for 8108 Park Road, approximately 5.348 m x 24.387 m along the south PL;~~
- ~~generally as shown in the sketch survey plan(s) (RTC Attachment 9), subject to final dimensions established by the surveyor on the basis of functional plans completed to the satisfaction of the Director of Transportation and to provide for:~~
- ~~a) each SRW to be free and clear of obstructions except that, in the case of 8080 and 8108 Park Road, loading may occur in the north 3.0 m of the statutory right of way subject to the provisions of the Traffic Regulation By-law;~~
 - ~~b) universal accessibility;~~
 - ~~c) interim improvements at the developer's cost, as determined by the Servicing Agreement process; and~~
 - ~~d) maintenance and repair at owner's cost.~~

~~Note: Refer also to the District Energy Utility conditions regarding statutory rights of way related to district energy facilities.~~

~~Note: Refer also to Servicing Agreement conditions regarding statutory rights of way related to private utility connections.~~

(Covenants and Agreements)

8. **(Flood Construction Level)** Registration of a flood covenant on title identifying the basic minimum flood construction level of 2.9 m GSC for Area A.
9. **(Aircraft Noise)** Registration of an aircraft noise restrictive covenant on title suitable for residential uses and a SRW in favour of the Airport Authority.

10. **(Mixed Use Noise)** Registration of a mixed use noise restrictive covenant on title that identifies the development as being of mixed use (residential and commercial).
11. **(Ambient Noise)** Registration of an ambient noise restrictive covenant on title noting that the development is located in a densifying urban area and may be subject to impacts that affect the use and enjoyment of the property including, but not limited to, ambient noise, ambient light, shading, light access, privacy, outlook, vibration, dust and odours from development or redevelopment of public and private land in the surrounding area.
12. **(Affordable Housing)** Registration of a Housing Agreement securing the owner's commitment to:
 - a) provide 5% of the residential floor area to affordable housing dwelling units, in perpetuity;
 - b) provide for affordable housing units, of numbers, types, sizes and associated rent and income levels in accordance with the table below:

Unit Type	Affordable Housing Strategy Requirements			Project Targets (2)	
	Minimum Unit Area	Maximum Monthly Unit Rent (1)	Total Maximum Household Income (1)	Unit Mix	# of Units
Bachelor	37 m ² (400 ft ²)	\$850	\$34,000 or less	0%	0
1-Bedroom	50 m ² (535 ft ²)	\$950	\$38,000 or less	40%	2
2- Bedroom	80 m ² (860 ft ²)	\$1,162	\$46,500 or less	60%	3
3-Bedroom	91 m ² (980 ft ²)	\$1,437	\$57,500 or less	0%	0
TOTAL		N/A	N/A	100%	5

- (1) May be adjusted periodically, as provided for under adopted City policy.
 - (2) 100% of affordable housing units shall meet Richmond Basic Universal Housing (BUH) standards or better.
- c) provide for private outdoor amenity area for each unit consistent with the minimum requirements of the CCAP and OCP Development Permit Guidelines;
 - d) provide for full and unlimited access to, and use of, all on-site indoor and outdoor amenity spaces, at no additional charge;
 - e) provide 5 parking stalls for exclusive use of the occupiers of the Affordable Housing Units at no cost in perpetuity;
 - f) provide for full and unlimited access to, and use of, other building facilities including, but not limited to, casual, shared or assigned bicycle storage, visitor parking, electric vehicle charging and related facilities, at no additional charge;
 - g) provide for all affordable housing units and related uses (e.g. parking) and amenities (e.g. common outdoor amenity space) to be completed to a turnkey level of finish at the sole cost of the developer and to the satisfaction of Director of Development and Manager, Community Services;
 - a) incorporate and identify the affordable housing dwelling units and associated facilities in the Development Permit plans, subject to the advice (e.g. changes to unit circumstances and/or confirmation of unit locations) of the Housing Co-ordinator; and
 - b) incorporate and identify the affordable housing dwelling units and associated facilities in the Building Permit plans, subject to the advice (e.g. changes to unit circumstances and/or confirmation of unit locations) of the Housing Co-ordinator.
13. **(Shared Commercial and Residential Visitor Parking)** Registration of a restrictive covenant on title securing the owner's commitment to:
 - a) provide a pool of ~~forty-one (41)~~ **thirty six (36)** shared commercial/residential visitor parking stalls;
 - b) locate the shared stalls on the ground level of the parkade, on either side of the north-south lane, using all of the available commercial stalls, and locate any remainder on the next parkade level, subject to the approval of the Director of Transportation;
 - c) ensure the shared stalls will remain unassigned;
 - d) ensure the shared stalls will be fully accessible (e.g. entry gate open) during standard business operating hours;
 - e) ensure the visitor use of the shared stalls will be accessible (e.g. buzz entry) during non-standard business hours;
 - f) identify the shared commercial/visitor parking stalls in the Development Permit plans;

- g) identify the shared commercial/visitor parking stalls in the Building Permit plans; and
 - h) prior to Building Permit issuance granting occupancy, provide wayfinding and stall identification signage for the shared commercial/residential visitor stalls, to the satisfaction of the Director of Transportation.
14. **(Shared Commercial and Residential Truck Loading)** Registration of a restrictive covenant on title securing the owner's commitment to:
- a) provide a pool of three (3) shared commercial/residential medium size truck loading spaces;
 - b) ensure the shared spaces will remain unassigned;
 - c) identify the shared commercial/visitor medium size truck loading spaces in the Development Permit plans;
 - d) identify the shared commercial/visitor medium size truck loading spaces in the Building Permit plans; and
 - e) prior to Building Permit issuance granting occupancy, provide wayfinding and space identification signage for the shared commercial/residential large size truck loading space, to the satisfaction of the Director of Transportation.
- Note: Two adjoining medium size truck spaces are also intended to be used for provision of one of the required large size truck loading spaces.*
15. **(Electric Vehicle Provisions)** Registration of a restrictive covenant on title securing the owner's commitment to:
- a) provide a minimum of 20% of residential parking stalls with a 120 volt receptacle to accommodate electric vehicle charging equipment;
 - b) provide an additional minimum of 25% of residential parking stalls with pre-ducting to support future installation of electric vehicle charging equipment;
 - c) provide a minimum of one 120 volt receptacle is provided to accommodate electric charging equipment for every 10 Class 1 bike parking stalls;
 - d) identify the electric vehicle stalls in the Development Permit plans;
 - e) identify the electric vehicle stalls in the Building Permit plans; and
 - f) prior to Building Permit issuance granting occupancy, provide wayfinding and stall identification signage for the electric vehicle stalls, to the satisfaction of the Director of Transportation.
16. **(End of Trip Facilities)** Registration of a restrictive covenant on title securing the owner's commitment to:
- a) provide cycling end of trip facilities for the shared use of all commercial uses (e.g. retail and office) generally as follows:
 - i. one male facility and one female facility, each with a minimum of two showers; and
 - ii. located such that the facilities are easily accessible from bicycle parking areas and all intended users.
 - b) identify the cycling end of trip facilities in the Development Permit plans;
 - c) identify the cycling end of trip facilities in the Building Permit plans; and
 - d) prior to Building Permit issuance granting occupancy, provide wayfinding signage for the end of trip facilities, to the satisfaction of the Director of Transportation.
- (Note: Facilities shall be a handicapped-accessible suite of rooms containing a change room, toilet, wash basin, shower, lockers, and grooming station (i.e. mirror, counter, and electrical outlets) designed to accommodate use by two or more people at one time.)*
17. **(Car Share Provisions)** Registration of a restrictive covenant on title or alternative legal agreement(s), subject to the final approval of the Director of Transportation, securing the owner's commitment to:
- a) provide two car-share stalls with drive aisle access, secured with a SRW in favour of the City, on the ground level of the parkade adjacent to the north-south lane SRW;
 - b) provide the forgoing stalls with 24 hour a day public access;
 - c) provide each car-share stall with an EV quick-charge (240 volt) charging station for its convenient and exclusive use;
 - d) identify the location, size, access, EV and CPTED characteristics of the car share stalls on the Development Permit plans;
 - e) identify the location, size, access, EV and CPTED characteristics of the car share stalls on the Building Permit plans;

- f) prior to Building Permit issuance granting occupancy, provide wayfinding signage for the car share stalls, to the satisfaction of the Director of Transportation;
 - g) provide the car share stalls and associated access at no cost to the car share operator;
 - h) provide the car share stalls and associated access at no cost to individual users of the car share service, except as otherwise determined by the City;
 - i) provide two car share cars, of which at least one is an electric vehicle, at no cost to the car share operator;
 - j) submit a draft contract of the agreement between the Developer and the car share provider for City's review;
 - k) submit a Letter of Credit prior to Development Permit for the sum of \$45,000 to secure the developer's commitment to provide the car share cars;
 - l) should the car share cars not be provided at the time of Building Permit issuance granting occupancy, voluntarily contribute the \$45,000 secured by LOC towards alternate transportation demand management modes of transportation;
 - m) prior to Building Permit issuance granting occupancy, enter into a contract with a car share operator for a minimum of three years from the first date of building occupancy, a copy of which shall be provided to the City; and
 - n) in the event that the car-share facilities are not operated for car-share purposes as intended via the subject rezoning application (e.g., operator's contract is terminated or expires), control of the car-share facilities shall be transferred to the City, at no cost to the City, and the City at its sole discretion, without penalty or cost, shall determine how the facilities shall be used going forward.
18. **(Common Amenity Space)** Registration of a restrictive covenant on title or alternative legal agreement(s), to the satisfaction of the City, securing the owner's commitment to:
- a) provide for full and unlimited access to and use of all common residential indoor and outdoor recreational and/or social amenity spaces/facilities for all residents including, but not limited to, the podium level deck, the Level 7 urban agriculture deck and the roof level deck, except in the case that individual facilities are reserved for private use by residents on a managed, time-limited and specified purpose basis.
19. **(District Energy Utility)** Registration of a restrictive covenant and/or alternative legal agreement(s), to the satisfaction of the City, securing the owner's commitment to connect to District Energy Utility (DEU), which covenant and/or legal agreement(s) will include, at minimum, the following terms and conditions:
- a) no Building Permit will be issued for a building on the subject site unless the building is designed with the capability to connect to and be serviced by a DEU and the owner has provided an energy modelling report satisfactory to the Director of Engineering;
 - b) if a DEU is available for connection, no final building inspection permitting occupancy of a building will be granted until: the Owner has executed and delivered to the City a Section 219 Covenant for the installation, operation and maintenance of all necessary facilities for supplying the services to the Lands; the Owner has entered into a Service Provider Agreement as required by the City; and the Owner has granted or acquired the Statutory Right-of-Way(s) and/or easements necessary for supplying the DEU services to the Lands; and
 - c) if a DEU is not available for connection, then the following is required prior to the earlier of subdivision (stratification) or final building inspection permitting occupancy of a building:
 - i. the City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU;
 - ii. the owner enters into a covenant and/or other legal agreement to require that the building connect to a DEU when a DEU is in operation;
 - iii. the owner grants or acquires the Statutory Right-of-Way(s) and/or easements necessary for supplying DEU services to the building; and
 - iv. if required by the Director of Engineering, the owner provides to the City with security for costs associated with acquiring any further Statutory Right of Way(s) and/or easement(s) and preparing and registering legal agreements and other documents required to facilitate the building connecting to a DEU when it is in operation.

(Contributions)

20. **(Child Care)** City acceptance of an offer to voluntarily contribute at least \$515,105.15 (one percent of the residential floor area, excluding affordable housing floor area, calculated using the proposed floor area e.g. $0.01 \times 7,361.8 \text{ m}^2 \times \$6,997/\text{m}^2$) towards the development and operation of child care (90% to Childcare Development Reserve Fund - Account # 7600-80-000-90157-0000 and 10% to Childcare Operating Contributions Account # 7600-80-000-90159-0000).
21. **(Community Facilities)** City acceptance of an offer to voluntarily contribute at least \$1,417,398.31 (five percent of the Village Centre Bonus floor area calculated using the proposed floor area e.g. $0.05 \times .83 \times 4,881.26 \text{ m}^2 \times \$6,997/\text{m}^2$) towards the development of community facilities (City Centre Facility Development Fund - Account # 7600-80-000-90170-0000).
22. **(Community Planning)** City acceptance of an offer to voluntarily contribute at least \$50,304.72 (100% of the total floor area calculated using the proposed floor area e.g. $18,700.64 \text{ m}^2 \times \$2.69/\text{m}^2$) towards City Centre community planning (CC-Community Planning and Engineering Account # 3132-10-520-00000-0000).
23. **(Public Art)** City acceptance of an offer to voluntarily contribute at least \$114,861.64 (100% commercial floor area @ \$4.63 per square meter and 100% residential floor area, excluding affordable housing floor area, @ \$8.72 per square meter calculated using the proposed floor area e.g. $10,943.14 \text{ m}^2 \times \$4.63/\text{m}^2 + 7,361.8 \text{ m}^2 \times \$8.72/\text{m}^2$) towards public art (15% to Public Art Provision Account # 7500-10-000-90337-0000 and 85% to ma # 7600-80-000-90173-0000).
24. **(Transportation Demand Management)** City acceptance of an offer to voluntarily contribute \$50,000 to upgrading the traffic signal at Park Road/Buswell Street (General Account (Transportation) Account # 5132-10-550-55005-0000) for pedestrian environment enhancement in support of a reduction in parking.
25. **(Trees – City Property)** City acceptance of an offer to voluntarily contribute \$1300 (calculated as \$1300 per tree) to the City's Tree Compensation Fund (Account # 2336-10-000-00000-0000) for the planting of replacement trees within the City.

Per Current Floor Area Estimates:

Total Floor Area m^2	Commercial Floor Area m^2	Residential Floor Area m^2	Calculable Residential Floor Area m^2	Affordable Housing Floor Area m^2
18,700.64	10,943.14	7,757.50	7361.8	395.7

(Miscellaneous Considerations)

26. **(LEED)** Design and construction of the development to LEED Silver Equivalent based on advice provided by a LEED AP BD+C.
27. **(Accessibility)** Design and construction of the development to include accessible housing units consistent with the following table:

Type	Affordable	Market	Intent	Standard
Aging in Place	0	66	- support mobility and usability	Per OCP
Adaptable + Basic Universal Housing	4	4	- reno potential for wheelchair plus added floor area for manoeuvring	Per BCBC and RZB
Barrier Free	1	0	- move in with wheelchair	Per BCDH
Total Units	5	70		

28. **(Common Amenity Area)** Design and construction of the development to include common indoor and outdoor amenity area consistent with the common amenity area provisions of the OCP/CCAP.

(Servicing Agreement)

29. Submission and processing of a Servicing Agreement* application, completed to a level deemed acceptable by the Director of Engineering, for the design and construction of works associated with the proposed rezoning, subject to the following conditions:

ONCL-1222

Initial: _____

(Water Works)

- a) Using the OCP Model, there is 683.6 L/s of water available at a 20 psi residual at the No 3 Rd frontage and 145.3 L/s at the Anderson Rd frontage. Based on your proposed Development your site requires a minimum fire flow of 220 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 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 and Building designs.
 - ii. Upgrade the existing 150mm AC water main along Anderson Road frontage to a 200mm watermain and install additional hydrants as required to achieve minimum 75m spacing along Anderson Road frontage.
 - iii. Install a new water service connection. Water meter to be located on-site (e.g. in a mechanical room).
 - iv. Confirm the actual settlement of the water main located along the No 3 Road frontage via the settlement test points indicated in the Preload Induced Utility Settlement report prepared by Geopacific dated November 5th, 2015, and report the final results to the City. If unacceptable settlement has occurred, the replacement of the water main along the effected length shall be added into the Servicing Agreement scope of works at the Developer's cost.
- c) At Developers cost, the City is to:
 - i. Cut and cap the existing water service connection at the watermain along the No 3 Road frontage.
 - ii. Complete all tie-ins to existing water mains.

(Storm Sewer Works)

- d) The Developer is required to:
 - i. Install a new storm sewer within the center of Anderson Road from the existing 600 mm storm sewer to No 3 Road complete with manholes as required. Sizing shall be via the servicing agreement design review.
 - ii. Remove the adjacent existing storm sewers along both sides of the Anderson Road frontage, and tie-in the upstream portions and all existing service connections and catch basins to the proposed storm sewer along the centreline of Anderson Road. Removal of the existing storm sewer on the south side of Anderson Road will require curb, gutter, and sidewalk restoration.
 - iii. Note that the existing lane drainage to the south of Anderson Road will require extension to tie in to the proposed storm sewer via a new manhole.
 - iv. Tie-in existing storm mains, service connections and catch basin leads to the new storm sewer as required.
 - v. Install a new storm service connection complete with an inspection chamber located on-site within a proposed 1.5 m-deep, 3.0 m-wide SRW along the Anderson Rd frontage. Exact dimensions to be determined during the servicing agreement design review.
 - vi. Cut and cap the existing service connections and remove existing inspection chambers along the No 3 Road and Anderson Road frontages.
 - vii. Upgrade and install lane drainage along the east-west lane from 8051 Anderson Road to the east property line of 8111 Anderson Road to City specifications, complete with catch basins and manholes. The pipes shall be sized via a capacity analysis, minimum 200 mm diameter. The design of the lane drainage must be coordinated with the City-funded sanitary sewer to be placed within the east-west lane. Note: no service connections are permitted to connect to lane drainage.
 - viii. Remove the existing diagonally-aligned drainage line within the east-west lane along the frontage of 8111 Anderson Road.
 - ix. Confirm the actual settlement of the storm sewer located along the No 3 Road frontage via a CCTV inspection and submit to the City. If unacceptable settlement has occurred, the replacement of the storm sewer along the effected length shall be added into the Servicing Agreement scope of works at the Developer's cost.
- e) At Developers cost, the City is to:
 - i. Complete all tie-ins of the proposed works to existing City infrastructure.

(Sanitary Sewer Works)

- f) The Developer is required to:

CNCL - 223

Initial: _____

- i. As the site pre-load and other ground improvements, which will impact the existing sanitary main within the development site, has commenced prior to the City's construction of the sanitary main along Buswell Street, the developer was required to construct a temporary sanitary pump station and forcemain diversion. Following this, the Developer, at his sole costs, is required to:
- ii. Design and construct a 200mm diameter sanitary main along Anderson Road by the completion date set out within the related servicing SA 16-731504 and connect to the future City-funded Buswell Street sanitary sewer when it becomes available. Tie-in to the west shall be to the existing sanitary sewer within the north-south aligned lane south of Anderson Road.
- iii. Prior to start of on-site excavation and foundation works, construct the 200 mm diameter sanitary sewer along Anderson Road, decommission and remove the on-site forcemain and temporary pump station, and connect to the City-funded Buswell Street sanitary sewer.
- iv. Coordinate the construction of the sanitary main along Anderson Road with the construction schedule of the City-funded sanitary main along Buswell Street. The Developer is required to connect to the new sanitary sewer within Buswell Street, as soon as it becomes available.
- v. Maintain, monitor and repair, to the satisfaction of the City, the temporary sanitary pump station and the piping system, until such time that the new 200mm diameter sanitary main to be built by the developer along Anderson Road and the City funded sanitary main along Buswell Street are constructed and operational.
- vi. Remove the temporary sanitary pump station and the piping system and restore to original condition or better the affected areas after the connection to the new sanitary sewer within Buswell Street.
- vii. Perform all other tasks required by the related servicing agreement SA 16-731504.

g) At Developers cost, the City is to:

- i. Complete all tie-ins of the proposed works to existing City infrastructure.

(Frontage Improvements – Engineering)

h) The Developer is required to:

- i. Review street lighting levels and street light type along No. 3 Rd and Anderson Rd frontages and upgrade lighting as required to meet City standards.
- ii. Provide street lighting along the proposed east-west lane along the north property line of 8051 Anderson Road.
- iii. Design the ultimate road cross-section of Anderson Road to accommodate for future District Energy Utility corridor within the roadway.
- iv. Coordinate with BC Hydro, Telus and other private communication service providers
 - To underground proposed Hydro service lines.
 - 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.). All such structures are to be located within the subject site's property line.
- v. Complete other frontage improvements as per Transportation's requirements.

(General Items – Engineering)

i) The Developer is required to:

- i. Grant utilities statutory rights of way for required connections between City utilities and the development as determined within the Servicing Agreement process.
- ii. Locate/relocate all above ground utility cabinets and kiosks required to service the proposed development within the developments site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development process design review. 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 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 – 1mW X 1m (deep)
- Traffic signal UPS – 2mW X 1.5m (deep)
- Shaw cable kiosk – 1mW X 1m (deep) – show possible location in functional plan
- Telus FDH cabinet-1.1 m W X 1 m (deep – show possible location in functional plan

(Frontage Improvements – Transportation)

(General Note: Servicing Agreement for design and construction to City Centre standards. All requirements subject to final functional design including, but not limited to, the items outlined in this section and any associated required technical changes.)

j) The Developer is required to:

i. For No. 3 Rd.:

- a. Maintain existing curb.
- b. From existing curb line provide:
 - 0.15m curb;
 - 2.50m boulevard;
 - 2.00m bike lane;
 - 1.50m lighting/street furniture buffer strip; and
 - 3.00m sidewalk.

ii. For Anderson Rd.:

- a. Maintain existing curb.
- b. From the existing north curb line provide:
 - 0.15 curb;
 - 1.5m hardscaped treed boulevard; and
 - 2.0m scored concrete sidewalk.

- A temporary loading bay on Anderson Road will be pursued, and additional signage will be required to identify the location. Once the lane network adjacent to the site expands in the future, any temporary on street loading facility will be removed.

iii. For the internal north-south lane SRW PROP:

- a. From east side:
 - 1.50m sidewalk free and clear of all obstructions;
 - 7.50m min. pavement width; and
 - 0.60 m buffer.

- Additional works in the expanded turnaround area, including but not limited to, lighting, bollards, curb and gutter, pavement widening, decorative surface treatment.

- A cash-in-lieu amount to restore the lane to the ultimate design will be determined through the Servicing Agreement.

Note: Rollover curbs both sides consistent with CC lane design standard.

iv. For the east-west lane upgrade - subject site portions:

(Note: Works are required to make the E-W lane operational to the greatest extent possible for two way traffic to and from Buswell Rd, to the satisfaction of the City.)

- a. From the new subject site north PL (after lane dedication):
 - per forgoing note;
 - 1.50 m concrete sidewalk including rollover curb; and
 - 1.50 m pavement width; and
 - grading, drainage, gutter, lighting and traffic marking, as determined through the Servicing Agreement process.

v. For the east-west lane upgrade – off-site portions:

(Note: Works are required to make the E-W lane operational to the greatest extent possible for two way traffic to and from Buswell Rd, to the satisfaction of the City.)

- a. For 6820 No. 3 Road:
 - per forgoing note; and

- grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.
- b. For 8080 and 8108 Park Road:
 - per forgoing note; and
 - grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.
- c. For 8120 Park Road:
 - per forgoing note; and
 - grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.
- d. For 8111 Anderson Road:
 - per forgoing note;
 - 1.50 m concrete sidewalk including lighting and rollover curb along north PL; and
 - grading, drainage, curb and gutter, paving, lighting and traffic marking, as determined through the Servicing Agreement process.

(TLA Improvements – Transportation)

- k) The Developer is required to:
 - i. For the No. 3 Rd./Anderson Rd. intersection:
 - a. upgrade the crosswalks at the intersection with decorative stamped asphalt treatment and tactile warning pavers at the curb ramps to improve visibility of crosswalks.
 - ii. For the Anderson Rd./Buswell Rd intersection:
 - a. to install two special crosswalk signals (side-mounted) with APS and service panel; pedestrian detection and communications conduit, cable and junction boxes; and
 - b. add new curb ramps on east side per City Engineering Design Specification standards with tactile warning strips.
 - iii. For the Granville Ave./Buswell St. intersection:
 - a. upgrade intersection with illuminated street name signs.

(Parks - City Trees)

- l) The developer is required to provide for the retention of three existing trees on City property along No. 3 Road, unless otherwise determined by the SA process, in which case replacement terms shall be determined within the SA process. Retention shall be supported with:
 - i. installation of appropriate tree protection fencing around all trees to be retained on the No. 3 Road frontage, as well as trees located in adjacent frontages that may be affected by the construction of the proposed development and associated frontage improvements; and
 - ii. submission of a contract entered into by the applicant and a Certified Arborist for the supervision of all works conducted in close proximity to the aforesaid tree protection zones. The contract must include the scope of work to be undertaken, including the proposed number of 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.

(Servicing Agreement – Letter of Credit)

- m) Provision of a Letter of Credit to secure the completion of the works in an amount determined by the Director of Development.

(Servicing Agreement – LTO Registration)

- n) Registration of the Servicing Agreement on title.

(Development Permit)

- 30. Submission and processing of a Development Permit* application, completed to a level deemed acceptable by the Director of Development, demonstrating:

- a) design development of the rezoning concept to address:
 - i. Council directions arising out of Public **CNCL- 226**

- ii. form and character objectives noted in the associated Report to Planning Committee;
- iii. form and character objectives described in the OCP and CCAP Development Permit Guidelines;
- iv. technical resolution, as necessary, of building services, private utilities, public utilities, parking and loading and waste management including provision of final utility, loading, waste management and signage and wayfinding plans; and
- v. technical resolution, as necessary, of the landscape plans related to:
 - a. the protection, installation and/or maintenance (including automatic irrigation) of retained and/or new ecological network landscape;
 - b. the protection, installation and/or maintenance (including automatic irrigation) of retained and/or new trees; and
 - c. the installation and/or maintenance (including automatic irrigation) of additional landscape; and
- b) the owner's commitment to design and construct the development in accordance with rezoning policy, the rezoning considerations and the draft site-specific zoning bylaw, by incorporating information into the Development Permit plans (inclusive of architectural, landscape and other plans, sections, elevations, details, specifications, checklists and supporting consultant work) including, but not limited to:
 - i. statutory rights of way, easements, encroachments, no build areas, agreements and other legal restrictions;
 - ii. flood construction level(s);
 - iii. use, density, height, siting, building form, landscaping, parking and loading and other zoning provisions;
 - iv. site access and vehicular crossings;
 - v. the required shared commercial/visitor parking stalls;
 - vi. the required EV-charging and EV-ready vehicle parking stalls;
 - vii. the required EV-charging and EV-ready bicycle parking stalls;
 - viii. the required car-share parking stalls;
 - ix. the required end of trip facilities, including their location, number, size, type and use;
 - x. the location of areas reserved for DEU connection facilities and a notation regarding the need for DEU preducting;
 - xi. the required affordable housing units, including their size and location;
 - xii. the required aging in place, basic universal, accessible, adaptable and/or convertible dwelling units, including their associated design features;
 - xiii. a site and building Accessibility checklist and identification of specific recommended measures on the plans, where relevant;
 - xiv. a CPTED checklist and identification of specific recommended measures on the plans, where relevant;
 - xv. a LEED Checklist with measures recommended by a LEED AP BD+C to achieve LEED Silver equivalent and identification of specific measures to be incorporated into the Building Permit plans;
 - xvi. an acoustic and mechanical report with recommendations prepared by an appropriate registered professional regarding measures to be incorporated into the Building Permit drawings to achieve the exterior and interior noise levels and other noise mitigation standards articulated in the aircraft and mixed use noise covenants;
 - xvii. the required common indoor, common outdoor and private outdoor amenity areas including their location, size, use and finishing;
 - xviii. the location and specifications for ecological network landscaping; and
 - xix. the dimensions of any tree protection fencing illustrated on the Tree Retention/Management Plan provided with the application.

(Letter of Credit – Trees, Ecological Network and Landscape)

- c) Submission of a letter of credit for landscaping based on 100% of the cost estimate provided by the Landscape Architect, including installation costs, plus a 10% contingency cost.

(Building Permit)

Note: Prior to Building Permit issuance the approved Development Permit and associated conditions, as well as any additional items referenced in "Schedule B: Assurance of Professional Design and Commitment for Field Review", shall be incorporated into the Building Permit plans (drawings and documents) prior to Building Permit issuance.

Note: Prior to Building Permit issuance the developer must submit a "Construction Parking and Traffic Management Plan" to the Transportation Department. The 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.

Note: Prior to Building Permit issuance the developer must obtain a Building Permit 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.

General Notes:

1. Some of the foregoing items (*) may require a separate application.
2. Where the Director of Development deems it appropriate, legal 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 legal 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.
3. 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.
4. 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

[Signed copy on file]

Signed _____

Date _____

ISOMETRIC VIEW

0 5 10 15 20

SCALE 1 : 250 DISTANCES ARE METRIC



City of Richmond

Report to Committee

To: Public Works & Transportation Committee
From: Jim Young, P.Eng.
Senior Manager,
Capital Buildings Project Development
Date: September 12, 2018
File: 06-2050-01/2018-Vol 01
Kim Somerville
Manager, Community Social Development
Re: **City Buildings – Enhanced Accessibility Design Guidelines and Technical Specifications**

Staff Recommendation

That the proposed “City of Richmond Enhanced Accessibility Design Guidelines and Technical Specifications” presented as Attachment 1 of this report, and as described in the report dated September 12, 2018, from the Senior Manager, Capital Buildings Project Development and Manager, Community Social Development, be endorsed and used in planning for future corporate facilities.

Jim Young, P. Eng.
Senior Manager,
Capital Buildings Project Development
(604-247-4610)

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

Att. 1

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

Staff Report

Origin

This report proposes to replace the existing “Accessibility Guidelines for City-Owned Buildings” (“1994 Guidelines”), with the proposed updated “City of Richmond Enhanced Accessibility Design Guidelines and Technical Specifications” (“2018 Guidelines”), presented as Attachment 1.

This report supports Council’s 2014-2018 Term Goal #1 A Safe Community:

Maintain emphasis on community safety to ensure Richmond continues to be a safe community.

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.

The Development of these 2018 Guidelines is in keeping with the Council-adopted *Social Development Strategy (2013-2022)*, specifically the recommended Action 3, which speaks to improving accessibility in the community.

Action 3 – Continue to play a leadership role with respect to physical accessibility, consulting people with disabilities and other partners in efforts to:

3.5 Promote best practices in the assessment and upgrading of accessibility features in City and non-City facilities (e.g. continued participation with the Rick Hansen Foundation and others on the promotion and enhancement of the Planat online venue accessibility rating tool.

3.6 Develop a comprehensive plan with associated budget requirements, for undertaking necessary upgrades to further increase accessibility of existing City facilities.

3.7 Ensure that, to the extent possible, City facilities and the public realm (e.g. parks, sidewalks) are accessible.

These updated 2018 Guidelines seek to improve on the previous guidelines so that it meets current enhanced accessibility design concepts and updated industry standards and practices. A few examples the 2018 Guidelines exceeding the BC Building Code (BCBC) are as follows:

- Contrasting colour and texture for flooring at the centreline of the path of pedestrian travel, particularly at entrances and elevators. The BCBC only requires tactile warning strips at the top of a stairway and at intermediate stairway landings;
- Generally larger clear space and passage for enhanced manoeuvrability of wheelchairs and scooters. For example, BCBC requires a minimum corridor width of 1,100mm whereas the updated Guidelines recommend 1,829mm to allow for passage of two wheelchairs or BCBC's minimum doorway width of 800mm and the Guideline's recommendation of 914mm;
- Elevator cab to incorporate verbal audible messaging identifying floors and available directions of travel. BCBC does not specify this; and
- Incorporating additional visual and audible cues or systems as well as digital and communication technologies (such as hearing loops, use of wayfinding mobile technology, audible, visual and tactile feedback, message boards, etc.) to convey information and assist with wayfinding. BCBC specifies audio and visual signal devices for emergency warning systems only.

The proposed Guidelines will be used in planning for future City building projects and renovation of existing City buildings. The preparation of the guidelines was jointly coordinated by the Community Social Development and Capital Building Project Development departments.

Analysis

Consultation on Guidelines

The proposed "City of Richmond Enhanced Accessibility Design Guidelines and Technical Specifications" were developed to assist the design of enhanced accessibility features exceeding the BC Building Code for all corporate facilities as future civic assets.

During the process of developing the guidelines and technical specification, a number of internal and external stakeholder meetings were held to solicit input on the consultant's initial draft. An internal Steering Committee was created to lead and endorse the process and was comprised of City staff from the following departments:

- Building Approvals;
- Development Applications;
- Facility Services;
- Public Works Administration;
- Real Estate Services; and
- Transportation.

External meetings were held with the following:

- Alzheimer's Society of BC;
- Barrier Free BC;
- Developmental Disabilities Association;

- Richmond Centre for Disability;
- Richmond Seniors Advisory Committee;
- Richmond Society for Community Living; and
- Vancouver Coastal Health.

Policy and Principles

The preparation of the proposed “City of Richmond Enhanced Accessibility Design Guidelines and Technical Specifications” is consistent with Council’s commitment to accessibility and the Social Development Strategy. It fulfills Council’s direction to promote best practices in the assessment and upgrading of accessibility features in City and non-City facilities. The document is intended to guide the accessibility design and development of City built facilities constructed as capital projects and City facilities built by developers as community amenity contributions related to rezoning processes. It is not intended to be used for privately initiated facility projects; however, it may serve as a useful reference for those involved with such projects and for developer amenity contribution discussions.

The following principles developed by the Steering Committee were applied to the development of these guidelines and technical specifications:

- provide for accessibility in all buildings and public spaces, indoors and outdoors;
- provide for principles of equity in new developments;
- commitment to principles of visitability for people of all physical abilities in buildings and public spaces;
- commitment to assisting to care for Richmond citizens who are part of vulnerable groups;
- commitment to partnering with community health, stakeholder and other organizations that assist with generating healing and accessible environments;
- development of resilient and sustainable buildings that incorporate principles of accessibility that are durable and that minimize maintenance costs over the life of the facility;
- commitment to sound public finance economic practice and working pro-actively with all stakeholders in the delivery of accessible buildings and public spaces; and
- commitment to public engagement on the delivery of accessibility in buildings and public spaces to meet the needs of the community.

Benefits

The proposed “City of Richmond Enhanced Accessibility Design Guidelines and Technical Specifications” will help reduce staff time spent guiding developers, designers and consultants about what to consider when building new facilities. The document provides a reference tool that can be used to assist with preparing design elements that enhance accessibility and offers direction about how to incorporate accessibility features.

The intent of these 2018 Guidelines is to promote enhanced accessibility and barrier-free access for all Richmond citizens and foster independence and mobility in all parts of the city.

Implementation

Once approved, the “City of Richmond Enhanced Accessibility Design Guidelines and Technical Specifications” document will be used by City staff to guide accessibility design of all City facilities and be posted on the City’s web site and made available to developers contemplating making a community amenity contribution as part of a rezoning application. For future developer-built or City projects, the document will provide guidance on accessibility parameters required.

Next Steps

Policy No. 2012 City Buildings – Accessibility (adopted on February 14, 1994) to be amended and to reflect the proposed updated accessibility guidelines be presented for Council consideration.

It is expected that the guidelines will need to be revised from time to time based on potential changes to the BC Building Code, sustainable building practices and lessons learned from the various facility projects. Staff will continue to collect this information and engage external stakeholders in further enhancement of the guidelines which will be brought forward to Council in future revisions as required.

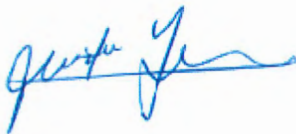
Financial Impact

None.

Conclusion

Staff recommend that the proposed updated “City of Richmond Enhanced Accessibility Design Guidelines and Technical Specifications”, be approved and used for future City facilities either constructed by the City as capital projects or by developers as community amenity contributions.

With an ageing population and an increasing need to enhance independence for people with physical, sensory and cognitive challenges, there is a need to exceed minimum standards for accessibility whenever possible.



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Senior Project Manager
(604-204-8501)



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

LH:lh

Att. 1: Enhanced Accessibility Design Guidelines and Technical Specifications (June 2018)

Enhanced Accessibility

Design Guidelines and Technical Specifications
June 2018



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These City of Richmond Enhanced Accessibility Design Guidelines and Technical Specifications [“The Guidelines”] were approved by City Council on (mm/dd/yyyy) as an administrative document to be updated from time to time.

The City of Richmond provides these Guidelines to assist City staff and the development community in the incorporation of accessibility features in City-owned or City leased premises, that go beyond the requirements of the BC Building Code for accessibility in public buildings. The Guidelines are provided as well to the public as a resource on an information only basis.

Therefore, while the content is thought to be accurate on the publication date shown, the Guidelines are provided on an “as is” basis, and without warranty of any kind, either expressed or implied.

The City of Richmond, its elected officials, officers, agents, employees and contractors will, in no event, be liable or responsible for losses or damages of any kind arising out of the use of the Guidelines. Additionally, changes may be made to the Guidelines without prior notice.

The information contained in the Guidelines is subject always to the provisions of all governing legislation and bylaws including, without limitation, the BC Building Code, the City of Richmond Zoning Bylaw 8500, the City of Richmond Building Regulation Bylaw 7230, and the City of Richmond Subdivision and Development Bylaw 8751, including all as they may be amended or replaced from time to time.

The City of Richmond is committed to incorporating principles of accessible design in all buildings and open spaces in the City. This is especially true for City-owned facilities, and ongoing efforts are made to ensure that the design and construction of Richmond's public infrastructure reflects a strong commitment to accessible design requirements.

An essential aspect of this commitment to accessibility is the need to keep abreast with requirements for accessibility and inclusivity as they occur over time in Richmond. City Policies have in the past, articulated such objectives. City Policy 4012 – Access and Inclusion, emphasizes this, and commits to:

- developing programs and adopting practices to ensure Richmond residents and visitors have access to a range of opportunities to participate in the economic, social, cultural and recreational life of the City;
- collaborating with senior levels of government, partner organizations and stakeholder groups to promote social and physical infrastructure to meet the diverse needs of people who visit, work and live in Richmond; and
- promoting barrier free access to the City's facilities, parks, programs and services.

The City of Richmond Building Bylaws and the Provincial Building Code typically provide for the minimum requirements for accessibility in buildings and public spaces. These regulations are informed by the BC Office of Housing and Construction Standards "BC Access Handbook (2014)", which provides an illustrated commentary, describing and suggesting how many of the Code requirements can be implemented.

Across Canada, there is a growing trend for more and more provinces and municipalities to go beyond minimum standards, and to establish new guidelines and regulations that enhance accessibility, particularly in public buildings and open spaces. Generally, this shift in attitude is in response to the changing needs of an aging society, which has greater numbers of people who are experiencing changes to their abilities, and who require more design supports in the built environment to assist them to live as healthy and independent lives as possible.

The intent of these Design Guidelines and Technical Specifications for Enhanced Accessibility - to keep pace with new attitudes and commitments to people's health and independence - and to provide guidelines for City-owned buildings and public spaces that go beyond basic codes for accessibility.

In addition to input from City staff, the preparation of these Design Guidelines has relied on consultation with key stakeholders and advocates for those living with diverse abilities. The contributions of these groups are recognized with thanks in the Acknowledgements section of the document. This document has also been informed by a survey of work in the field and best practices from other jurisdictions in Canada.

It is hoped that by enhancing accessibility in City-owned buildings and public spaces, Richmond can play a leadership role, and can promote better standards for accessible design in privately developed buildings throughout the City.



1.1 Mission Statement

The City of Richmond is committed to incorporating principles of accessible design in all buildings and open spaces in the City. The City is also committed to moving beyond the basic building code requirements for accessibility, and wishes to promote “enhanced accessibility” and barrier-free access for all Richmond citizens. The goal is to help foster independence and mobility in all parts of the City for every person, no matter what their degree of physical or cognitive ability might be.

1.2 Intent of Guidelines and Technical Specifications and How They Are to be Applied

In the City of Richmond, accessibility and “enhanced accessibility” in buildings and streets/sidewalks and open spaces, is typically mandated through the city’s development approvals and building permitting processes.

The Richmond Building Bylaws and the Provincial Building Code provide minimum requirements for accessibility for persons with diverse abilities, including individuals who have had a loss or reduction of functional ability, people living with a sensory or cognitive disability, impairments, or those living with a form of dementia.

The intent of these Guidelines and Technical Specifications is to provide information for the public, and to provide clarity for building owners, developers, architects, and others in the development industry, regarding the City’s expectations for going beyond minimum requirements, and providing for enhanced design and delivery of accessibility in buildings and in the public realm.

More specifically, these Guidelines and Technical Specifications are intended to define expectations and guide the City’s decisions for the design of all City-owned buildings, whether for a new build or a renovation of an existing City facility.

1.3 City of Richmond’s Commitment to Accessibility and Enhanced Accessibility

The City has a strong history of facilitating accessibility in buildings and public spaces.

Richmond’s “Social Development Strategy” (2013), sets out that the City is an inclusive, engaged and caring community, and one that commits to enhancing accessibility and addressing the needs of an aging population.

More specifically, under Social Development Strategy Strategic Direction #2, the City supports:

- *promoting best practices in the assessment and upgrading of accessibility features in City and non-City facilities.*
- *developing a long term plan to undertake the necessary upgrades to further increase the accessibility of existing City facilities.*
- *ensuring that City facilities and the public realm are as accessible as possible.*

Richmond’s City Council Policies 2012 and 4012 reiterate goals set out in the Social Development Strategy, namely to:

- *acknowledge and keep abreast of the accessibility and inclusive needs and challenges of diverse population groups in Richmond.*
- *collaborate with senior levels of government, partner organizations and stakeholder groups to promote the development of physical infrastructure to meet the diverse needs of people who work, visit and live in Richmond.*



Park path.

The City of Richmond continues to support goals for accessibility and enhanced accessibility, based on the following core planning principles:

- provide for accessibility in all buildings and public spaces, indoors and outdoors.
- provide for principles of equity in new developments.
- commitment to principles of visitability for people of all physical abilities in buildings and public spaces.
- commitment to assisting to care for Richmond citizens who are part of vulnerable groups.
- commitment to partnering with community health, stakeholder and other organizations that assist with generating healing and accessible environments.
- development of resilient and sustainable buildings that incorporate principles of accessibility, that are durable and that minimize maintenance costs over the life of the facility.
- commitment to sound public finance economic practice, and working pro-actively with all stakeholders in the delivery of accessible buildings and public spaces.
- commitment to public engagement on the delivery of accessibility in buildings and public spaces, to meet the needs of the community.



Accessible Route Highlighted by Paving Contrast.

1.4 The Changing Regulatory Environment Concerning Accessibility in Canada
Typically, new builds or renovated private buildings in Canada must comply with the minimum requirements for accessibility that are set out in the Building Codes adopted by the various Provinces.

In British Columbia, the 2012 BC Building Code sets out the minimum requirements for accessibility in buildings and public spaces, and these regulations are further informed by the Building Access Handbook 2014, published by the BC Office of Housing and Construction Standards. The Handbook provides an illustrated commentary, suggesting how many of the code requirements may be implemented.

However, for publicly owned and funded buildings, a growing number of provinces and municipalities are opting to go beyond minimum standards and are establishing new sets of regulations to enhance accessibility in buildings.

The work of this document to enhance accessibility emulates what many other municipalities and provincial jurisdictions are already doing, and also anticipates new federal legislation that is presently being formulated that will enforce a higher degree of accessibility-related regulations for the construction of buildings and public spaces in the future.

Until Canada passes legislation similar to the United States' "Americans with Disabilities Act [2010]", the most nationally recognized and recommended accessible design guide is CAN/CSA B651, Accessible Design for the Built Environment". This document refers to and summarizes some of the standards described in CAN/CSA B651, but also includes references to best practices adopted already in other jurisdictions in Canada.

One such best practices guide is:

Ontario's Accessibility for Ontarians with Disabilities Act [AODA]

In 2005, Ontario passed the Accessibility for Ontarians with Disabilities Act, with the goal of making buildings and public spaces accessible by 2025. The Act created standards for businesses and government and non-government organizations to follow --- to identify and remove barriers that prevent people with disabilities having opportunities to participate in everyday life.

The Integrated Accessibility Standards Regulation now requires that all businesses and organizations provide a Declaration of Compliance with the provisions of the Act, with first reporting due by 31 December 2017.

1.5 Principles of Accessibility and Universal Design

Richmond residents and visitors have varying degrees of physical ability and levels of comfort in participating in the activities of everyday life. "Enhanced Accessibility" in buildings, also referred to as "barrier-free design" or "universal design", allows for easier and safer use of buildings and public spaces for the public in general. Such design guidelines promote ease of user access and safety that benefit all citizens, from parents pushing strollers to tradespeople dealing with the loading and unloading of goods.

In all, "Universal Design" aspires to benefit each member of the population by promoting accessible and usable products, services and built environments.

The Seven Principles of Universal Design were developed in 1997 by a working group of architects, product designers, engineers and environmental design researchers under the leadership of Ronald Mace of North Carolina State University.

The Seven Principles of Universal Design

[copyright c 1997 NC State University, The Centre for Universal Design]

1

EQUITABLE USE

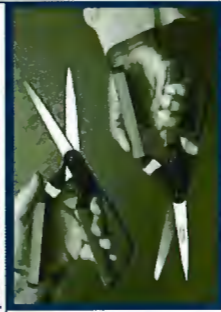
The design is useful and marketable to people with diverse abilities.



2

FLEXIBILITY IN USE

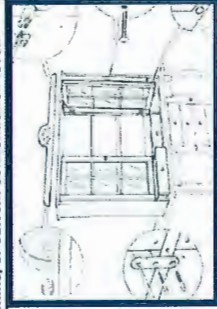
The design accommodates a wide range of individual preferences and abilities.



3

SIMPLE AND INTUITIVE USE

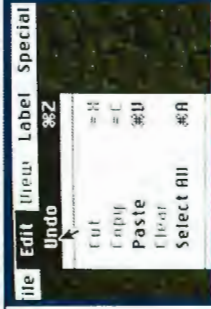
Use of the design is easy to understand, regardless of the user's experience, knowledge, language skills, or current concentration level.



5

TOLERANCE FOR ERROR

The design minimizes hazards and the adverse consequences of accidental or unintended actions.



6

LOW PHYSICAL EFFORT

The design can be used efficiently and comfortably and with a minimum of fatigue.



4

PERCEPTIBLE INFORMATION

The design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.



7

SIZE AND SPACE FOR APPROACH AND USE

Appropriate size and space is provided for approach, reach, manipulation, and use regardless of user's body size, posture, or mobility.



1.6 How the Development Process in the City of Richmond Works, and How Principles to Incorporate Enhanced Accessibility in Buildings and Open Spaces Can be Integrated into the Development Process

- Overview of the Process

The City collaborates with the public, the development community, various stakeholders in the non-profit sector, and other involved groups, to create high quality, fully accessible buildings and open spaces.

To facilitate this process, it is important for building and public space project proposal applicants to follow an appropriate development methodology in order to promote applications that successfully promote principles of enhanced accessibility and universal design. An overview of the process would include:

- review City and Provincial guidelines and requirements for accessibility and enhanced accessibility for new City-owned projects and renovations.
- review of the typical approvals process, including preliminary project discussions with City staff.
 - City Approvals
 - Modified Development Permit Process for City-Owned Buildings
 - a development application for the project, comprised of design drawings that incorporate City and Provincial requirements for Accessibility, as well as expectations for Enhanced Accessibility including these Design Guidelines and Technical Specifications, and any other related guidelines or regulations.
 - Building Permit
 - City approval that allows construction to begin, comprised of working drawings and specifications that demonstrate compliance with the Building Code and Development Permit requirements.
 - Occupancy Permit
 - City final approval of the constructed facility, indicating that it is ready for use.



The City of Richmond wants to enhance the accessibility of its City-owned buildings, for the public and City staff and officials.

2.0 A Glossary of Definitions Pertaining to Accessibility in Buildings and Public Spaces

Developments incorporating accessibility and enhanced accessibility have a descriptive and regulatory language that is specific to the needs and requirements of this "barrier-free" and "universal design" philosophy.

Access Aisle

A pedestrian space that provides satisfactory clearances between specific elements, such as parked cars or desks or seating, and which provides for accessible use.

Accessibility

A design standard that allows for persons with diverse abilities to approach, enter, pass to and from, and make use of an area and its facilities, without the assistance of a third party or caregiver. Accessibility allows for independence of use and movement by individuals who live with diverse abilities.

Accessible Route

A continuous and clear path of travel that is unobstructed by vertical or over-hanging elements, as well as any encroaching or protruding horizontal elements.

Interior accessible routes may include hallways, ramps, or specific floor areas such as clear spaces at doors or furnishings or fixtures.

Exterior access routes may include sidewalks and crossings, curb cuts and ramps, parking access aisles and building exits and entrances.

Active Transportation Routes

Refers to human-powered transportation modes such as walking, cycling or rolling. Providing for barrier-free design typically enhances the functionality of Active Transportation Routes, as well as enhancing their accessibility for people with diverse abilities or those using mobility devices such as walkers, wheelchairs and scooters, and people using certified guide dogs.



Active Transportation Routes.

Adaptable Buildings and Public Spaces

Refers to anticipating future needs, or changing aspects of existing buildings and public spaces to make them more functionally useful to people with different degrees of disability. For example, bathrooms can be constructed with backing in the wall construction, to enable the addition of grab bars in the future, to enhance accessibility in years to come.

Aging in Place

The ability to live in one's home for as long as possible. This will often depend on the living space being adaptable in order to assist with health and wellness goals.

Area of Refuge [Area of Rescue Assistance]

A floor area with direct access to a building exit, where individuals who cannot use stairs can wait in relative safety, until assisted or instructed to evacuate the building. An area of rescue assistance can also be located at an exterior location, where individuals can wait for help to arrive.

Assistive Listening Device

Wireless sound transmission systems that improve sound reception for persons with hearing impairments. Such systems provide adjustable amplification for the user, while blocking out background noise disturbances.

At-Risk Populations

Individuals or households with income or health challenges, and typically whose shelter needs are a concern. Often the health challenges faced include living with diverse abilities.

Automatic Door / Power-Assisted Door

A door equipped with power-operation and controls that open and close the door without manually touching the door. These doors can be swing or automatic sliding door type. Switches for such doors typically are push plates to enable accessibility, and may also include photoelectrical devices, or floor mat actuators.

Barrier

A condition that impedes freedom of movement, or an obstacle or social circumstance that prevents an objective being reached, including access to information.

Barrier-Free Design

A design philosophy that looks to eliminate physical barriers on the ground plane that impede freedom of movement. Primarily concerned with avoiding curbs, steps or changes in grade that make movement in a wheelchair difficult or impossible. Barrier-free design also helps the average person's ease of mobility, since trip hazards are avoided or eliminated.

BC Building Code

The legislation that governs the design and construction of new buildings, additions to buildings, alterations to existing buildings, and the occupancy of any building. The BC Building Code sets out the minimum requirements for accommodating accessibility in buildings.

Cane Detectable

The condition of an object being within the detection range of a user's cane as it sweeps or taps. Typically, cane detectability refers to a mobility cane used by a person who is blind, deafblind, or partially sighted.

Circulation Path

Refers to a way of passage for pedestrians, including walkways, hallways, courtyards, stairways and stair landings. Accessible circulation paths must meet minimum regulatory standards in order to comply with building code requirements.



Barrier-free design incorporates a clear accessible path with cane detectability and good colour contrast.

Clear Space

The minimum unobstructed floor area or ground space required to accommodate a single stationary wheelchair, power wheelchair, scooter, or other mobility device, including the user of the device.

Closed-Circuit Telephone [Enterphone]

Refers to a house or courtesy phone, or a telephone to gain entrance to a building. An appropriate mounting height is installed for the telephone to provide for accessibility.

Colour Contrast and Conspicuity

Research shows that elements are more conspicuous when there is a colour contrast of at least 70%, and with light-coloured characters on a dark background providing the best readability. Colour contrast should be provided on building elements such as stair nosings or signage, to promote legibility for persons who are partially sighted.

Complete Community

A neighbourhood where individuals and households of all income strata, and levels of ability, can be housed with the appropriate design and community supports in order to meet their daily living needs.

Crime Prevention through Environmental Design [CPTED]

An approach to building and urban design which can foster feelings of security for residents and users. CPTED principles should also endeavor to accommodate principles of Enhanced Accessibility.

Diverse Ability

A limitation occurring when an individual's physical environment fails to accommodate his or her functional needs. The experience of a diverse ability can be alleviated by designing environments that accommodate a wide range of physical and sensory abilities.

Egress, Means of

A continuous and unobstructed path of exit travel, in a vertical or horizontal travel direction, or a combination thereof, that provides for an ability to safely leave a building. On upper floors of a building, an accessible means of egress means that exiting is accommodated without the use of stairs, elevators or escalators. In such cases, areas of rescue assistance, such as areas of refuge or protected lobbies, provide a safe refuge until help arrives.

It is also advisable to include an area of refuge outside of the building on the ground level, where people with mobility or cognitive challenges can gather to wait for help to arrive.

Enhanced Accessibility

A barrier-free design philosophy that seeks to go beyond the requirements of the Building Code for accessibility, to foster independence and mobility for all citizens regardless of what their level of individual disability might be.

Entrance

An access point into a building or part of the public realm. The accessibility and spatial requirements of entrances are many, and include an approach walkway, any vertical climb or descent to the entry, the entrance element itself, whether a vestibule is provided at the entry or gate, and what the nature of the entry hardware is at the door or gate. Well-designed entrances are key to providing for enhanced accessibility.

Floor Area Ratio [FAR] or Floor Space Ratio [FSR]

A calculation where the total floor area of a building or development is divided by the area of the site.

Since providing enhanced accessibility is often about providing more space in a building that can often encroach into the maximum FAR or FSR permitted, a municipality may provide floor space exclusions so that economics of development of a building with a level of enhanced accessibility is not the negatively impacted.

Guard

A protective barrier or safety railing used to prevent falling off of a raised platform or floor, or at the open sides of stairs, landings, or raised walkways. The barrier or railing may or may not have openings on it.

Handrail

A building element that provides support for pedestrians, primarily at steps, ramps and stairways, and also at hallways or horizontal passageways, such as corridors in seniors' facilities.

Handrails should be designed for ease of gripping, and provide sufficient clearances to walls or adjacent surfaces.

Healing Environments

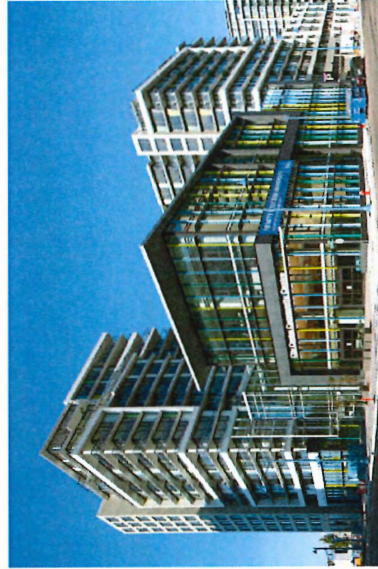
Environments that provide appropriate supports to enable users to better deal with physical, intellectual and health-related challenges.

Impairment

Refers to a diminishment of physical or psychological performance or function. The affects of impairment can be alleviated with appropriate building design and attention to detail.

Mixed-Use Development

A building or development that blends two or more uses, including retail, office, institutional and residential uses. Mixed-use developments are more urban in character and should incorporate barrier-free design elements throughout to foster the establishment of complete and accessible communities.



Mixed Use Development.

Multi-Use Pathway

Refers to paths that typically accommodate both bicycle and pedestrian use on the same path system. Both uses benefit from a continuous barrier-free design without curbs or steps. Care should be undertaken to design the multi-use path in order to avoid conflicts between pedestrians, and those who use mobility devices such as wheelchairs, strollers, cyclists, scooters, skates and other personal low-powered travel modes.

Operable Portion of Piece of Equipment

The part of a piece of equipment that is used to activate, de-activate or adjust how the equipment performs. These include door handles, push buttons, water fountains, washroom fixtures and accessories, and mail and coin slots, among other items.

Ramp, including Ramp Slope and Cross Slope

A walking surface where the slope is greater than 1:20 [5%]. The maximum ramp slope allowed by code for assembly occupancy or exterior use is 1:10. If possible, the maximum slope should be kept to 1:12. Appropriate landings should be provided in compliance with code requirements.

Cross slopes at ramps should be minimized to allow for surface drainage [maximum 6mm (1/4") in one foot], while not compromising the safety of the ramp.

Handrails and guards are required by code to accommodate safe use of ramps.

Regulations for curb cuts or lay-downs to the street level at exterior sidewalks differ from those for ramps.

The dual wheelchair curb cut design is a preferred best practice for crosswalks at intersections, where the centreline of the curb cut ramp lines up with the centreline of the crosswalk.

Includes ramps at the end of pedestrian access aisles for van accessible parking and as defined in City of Richmond Zoning Bylaw 8500 Section 7 Parking and Loading

Resilient Cities and Neighbourhoods

An urban planning strategy that encourages new development to be built for the long term, with an emphasis on a high level of energy utilization, and a reduction in the need to replace buildings systems or components.

Elements that provide accessibility in buildings should be designed with the same level of resilience in mind.

Service Entrance

Typically a non-public entrance, provided for the delivery of goods and services. As such entrances often also provide entry for staff, principles of accessibility should also be considered.



Accessibility should be considered for all drop-off and service entrances.

Signage

Providing for general information or way-finding in buildings and in the public realm, signage should provide for a wide range of effectiveness in communication, and include an appropriate combination of written word, pictorial, and tactile information, including Braille.

Speaking Port

A piece of security equipment that provides for effective two-way communication. Often amplification of voice levels is required to deliver effective communication at speaking ports.

Sustainability

Meeting present needs without compromising the ability of future generations to meet their needs. Sustainability is described as having four main components: economic, cultural, social and environmental. Providing for accessibility and barrier-free design enhances the social sustainability of urban places for the long term.

Tactile Walking Surface Indicators [TWSI]

A surface treatment on pedestrian walkways, ramps and stairs, that provides a warning for persons who are blind, deafblind, or partially sighted regarding obstructions on the circulation path. As well as providing for colour contrasts, indicator surfaces should be textured differently in order to be cane-detectable.

Technically Not Feasible [Building Renovations and Alterations]

When an existing building is being altered, at times a building upgrade cannot be contemplated because of structural or building services considerations.

In some instances building upgrades that promote use of the building by persons with diverse abilities should be contemplated, even though they do not provide complete compliance with minimum code requirements for new construction, and are "technically not feasible".

An example of such a condition would be the installation of a wheelchair lift in a building that cannot accommodate installation of a code-compliant elevator. [Note: an inadequate budget is not a reason to relax full code compliance].

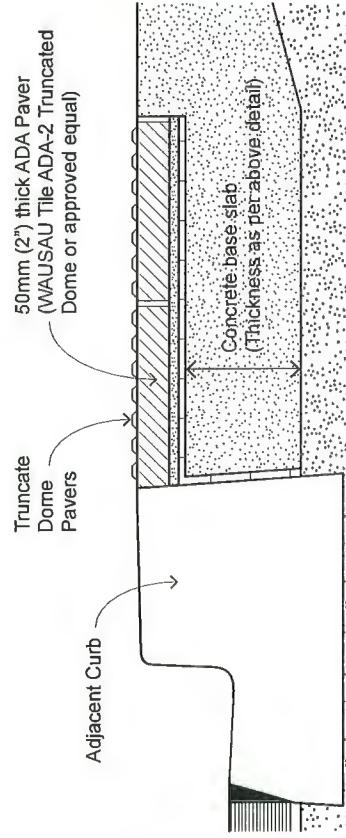
Transit-Oriented Development [TOD]

An urban planning strategy that looks at encouraging pedestrian-oriented developments by clustering higher density urban developments around public transit infrastructure investments, such as rapid transit stations.

Transit-oriented developments should incorporate accessible design and further benefit from barrier-free and enhanced accessibility strategies.

Truncated Domes

Small domes with flattened tops that are inset into paving as tactile warnings at hazardous places such as transit platforms or at stair and ramp landings. They also can act as directional cues for pedestrians at curb edges at curb ramps. (see Figure below).



Typical Detail for Truncated Paver Installation. See- Pavers and Tactile Warning Strips Drawing Number: R-18-SD, City of Richmond Engineering Department Supplementary Specifications and Detail Drawings.

Universal Design

The design of spaces, environments and products to be usable by all people, including those with diverse abilities, without the need of specialized design. Universal Design is linked to "Enhanced Accessibility" and barrier-free design, as well as the concept of Visability.

Visability

A strategy to change home construction practices, so that all new housing incorporates features that improve access and functional comfort for people with mobility challenges, both in their own homes and in other dwelling units that they may visit.

Wayfinding

The spatial problem-solving process that a person uses to reach a destination. Wayfinding is assisted by orientation clues that can be made available in the local setting, and includes signage, surface textures, colours, illumination, acoustic treatments, and other architectural features. It is especially important to consider wayfinding elements that would assist fostering the independence of people living with diverse abilities.



A sense of place to enhance wayfinding can be created through effective use of colour.

3.0 Understanding Accessibility Requirements

3.1 Meeting Community Needs

Accessibility requirements as set out in the BC Building Code, tend to be conservative, and typically assume for wheelchair users as well as for other persons with physical, sensory or cognitive challenges, that a relatively physically strong individual's needs are being met.

Such an approach tends to overlook the many individuals who not as strong or mobile, or who use a larger mobility device like a power wheelchair or scooter.

These guidelines strives to be more inclusive than the approach set out by code compliance alone, and tries to reflect spatial requirements and design improvements that reflect and serve a wider range of user abilities; hence the goal of delivering "Enhanced Accessibility" for Richmond.

3.2 Preferred Dimensions to Enhance Accessibility

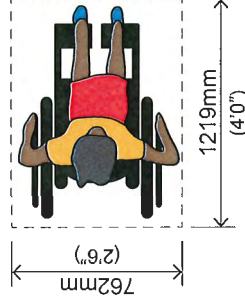
3.2.1 Wheelchairs - Clear Space

The preferred clear space for a wheelchair to make a 360-degree turn is 1829 mm [6'0"]. The preferred clear floor or ground space to accommodate a stationary wheelchair is 762 mm [2'6"] wide x 1219 mm [4'0"] long.

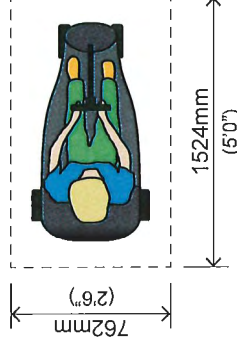
This clear space may be part of the knee or toe space required under all objects, such as counters or sinks. It is important to provide clear accessible space along at least one side of a wheelchair.

Wheelchair 180-degree turning space is accommodated in a corridor at least 1119 mm [3'8"] wide, with a T-shaped contiguous corridor at least 914 mm [3'0"] deep. However, note that it is preferred that public corridors that are meant to be accessible should be 1829 mm [6'0"] wide, and at minimum 1524 mm [5'0"] wide.

Clear space allowances to enhance wheelchair maneuvering also accommodates space requirements for parents with strollers and people using walkers.



Clear space for Wheelchair.



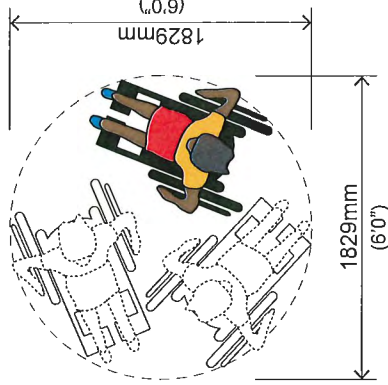
Clear space for Scooter or Power Wheelchair.

Understanding the spatial requirements for people who use mobility devices leads to the creation of more responsive design solutions.

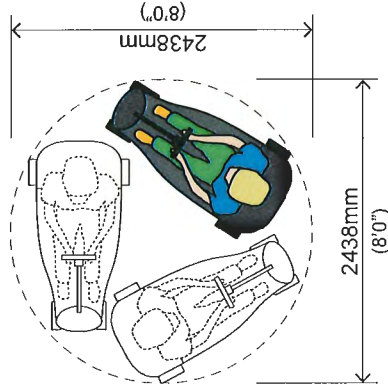
3.2.2 Wheelchairs - Reach Requirements

If the available wheelchair clear space allows a parallel approach to an object, the maximum high side reach should be 1372 mm [4'6"], and the low side reach no less than 330 mm [1'1"] above the finished floor. All switches or other wall-mounted devices should be mounted between 864 mm [2'10"] to 1219 mm [4'0"] maximum above the floor.

Wheelchair reach limits, and those over obstructions and at desks and counters, are summarized in the accompanying diagrams.



Wheelchair 360° Turning Space (acceptable except where larger space is specified i.e. Individual Washroom).

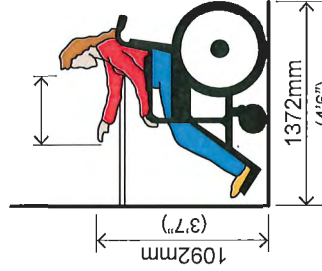


Scooter 360° Turning Space (Preferred).

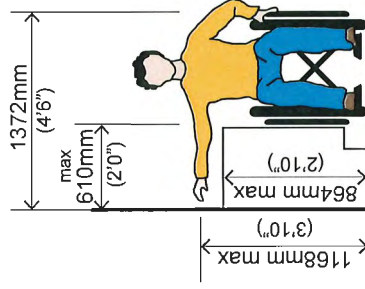
3.2.3 Requirements for Power Wheelchair and Scooter Maneuvering

- stationary clear space for both a power wheelchair or a scooter is 762 mm [2'6"] wide x 1524 mm [5'0"] long.
- a power wheelchair requires a clear space of 2260 mm x 2260 mm [7'5" x 7'5"] to make a 360-degree turn.
- for a scooter to make a 360-degree turn a clear space of 2438 mm x 2438 mm [8'0" x 8'0"] is required.

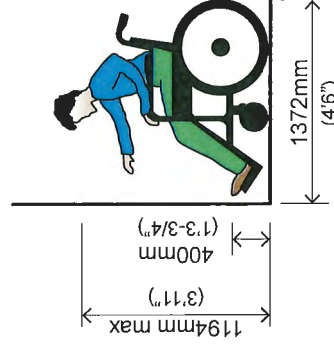
The highest forward reach is 1092 mm (3'7") from the floor which allows for a 500 mm (1'8") grasp-reach



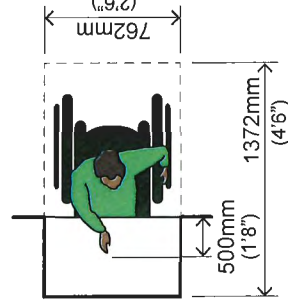
Forward Reach over an Obstruction.



Wheelchair Reach allowance over an Obstruction.



Wheelchair Forward Reach Allowances.



Forward Reach over an Obstruction.

3.2.4 Requirements for Persons Accompanied by Certified Guide or Service Dogs

A minimum width of 1119 mm [3'8"] is required for the clear width of a path of travel. Also note that the cane detectable range for users who are blind, deafblind or partially sighted is between 914 mm [3'0"] and 1524 mm [5'0"].

For protruding objects on walls, or obstructions on the ground plane, it is important that the clear width of travel path not be decreased. If objects project more than 101 mm [0'4"] into the path of travel, a detectable warning surface should be installed flush with the walkway on the ground plane.

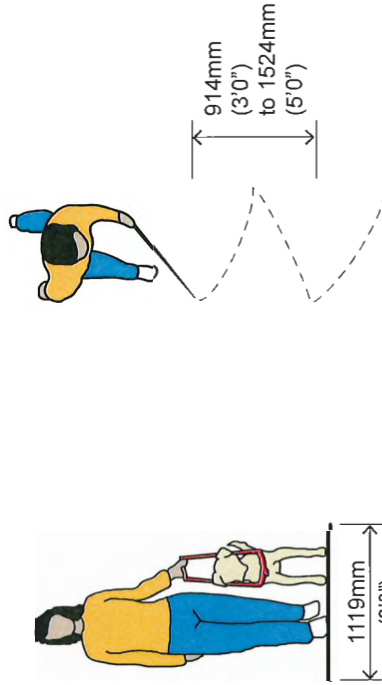
When there is a drop-off at the side of the path of travel, a minimum 76 mm [0'3"] high curb should be installed to provide cane detectability. Where the drop off is greater than 254 mm [0'10"], a guard should be installed above the edge protection. Overhead clearance of 2438 mm [8'0"] should be provided for all overhanging obstacles that encroach on the clear path of travel.

3.2.5 Acoustic Considerations for those who are Hard of Hearing

Opportunities exist in the design of public buildings, to create acoustic environments that can be extremely useful for people living with diverse abilities. The transmission of sound in different areas of a building can be used as cues for orientation, and can help users navigate within a space. Additionally, appropriate systems to mechanically amplify sound can be installed, to assist in cognitive comprehension in various interior spaces.

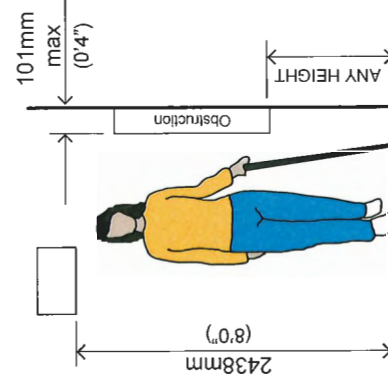
Design opportunities include:

- control of sound reflection and sound transmission effects through the choice of sound-reflective or sound absorptive finish materials. Generally, designers should consider how ambient sound can be used to allow people to orient themselves in public lobbies and corridors in buildings, and how disruptive echoing might be dampened in assembly areas.
- avoid creation of unnecessary background noise. Mechanical equipment such as fans and air diffusers should typically be dampened, and ambient effects such as people's voices or exterior traffic noise should be curtailed as much as possible.
- for public address systems, best results occur when the system is zoned to key areas of a building, rather than being a general address system throughout the building. General comprehension is increased when background noise is minimized. For hard-of-hearing users, public address systems should be tied into a visual alert system. A reader board is recommended for better comprehension, so that the public address message is graphically broadcast the same way it is announced.



Clear Width for Persons with Service Dog.

Cane Detectable Range.



Limits of Protruding Objects.

4.0 General Design Considerations to Enhance Accessibility

4.1 Corridors and Paths of Travel

Routes through buildings and open spaces should accommodate the mobility abilities for a wide range of individuals. The following design principles are to be considered:

- provide the necessary clear width for paths of travel.
- allow for corridor spaces that permit people using wheelchairs or scooters to make 180-degree turns.
- avoid long minimum-width corridors.
- gradual sloped walkways are preferred to ramps or wheelchair lifts in exterior locations.
- avoid changes in flooring or pavement type along a path of travel. Use changes of flooring or ground plane material as delineators of the path of travel, or to signify the presence of an obstruction. Strong colour contrast between path surfaces and delineator surfaces is preferred.
- provide edge protection at changes in level.
- a person using a mobility device such as wheelchair, should not have to exit the building to gain access to another floor.
- it is not appropriate to have only some areas accessible in a building. An accessible route should be provided to link all occupiable building spaces and to allow building staff with mobility challenges the same access in buildings as the public.
- it is preferred that the width of corridor be 1829 mm [6'0"], to allow for two wheelchairs to easily pass each other. At minimum, an accessible corridor should be 1524 mm [5'0"] wide.
- where the longitudinal grade of an accessible path is greater than 1:20 [5%], it should be designed as a code-compliant ramp, with level landings spaced as required for longer ramps and changes in grade.
- wall surfaces in corridors should be non-abrasive.
- where the edges of an accessible route are located beside a vehicular street, or where there is a change of elevation greater than 76 mm [0'3"] between the path and adjacent grade, the edge of the accessible path should be separated with a truncated dome surface, or a 76 mm [0'3"] high curb with colour contrast. Handrails and guards should also be considered, and installed as required by code.
- install wayfinding signage with tactile features where appropriate in public buildings and open spaces, to promote more universal independence of movement.



Straight Run for Wheelchair Ramp is preferred to a ramp that switches back 180 degrees.

4.4 Stairs

As for ramps, the Building Code defines minimum requirements for stairs, but the following should also be considered:

- To assist people who are partially sighted:
- provide high colour contrast for demarcation strips at landings and the leading edges of stairs, and for nosings on stair treads.
 - avoid highly patterned textures on stair treads.
 - ensure stairs and landings have a non-slip surface.
 - stairs should be illuminated to at least a level of 100 lux [9.2 ft.-candles].

To universally assist physical mobility:

- handrails should be circular or ovoid in shape for graspability.
 - ensure handrails have a contrasting colour compared to the adjacent background surface.
 - add a second lower handrail located 686 mm [2'3"] to the top of the handrail above the line of the nosings.
- [Note: check that climbability issues are not created for guards on stairs].
- handrails should be continuous on the inside face of the stair between floors, to ensure that the user's handhold is not broken.
- [Note: avoid newel posts or any obstructions that can break a handhold].

4.5 Colour and Texture

Texture and colour systems should be selected to enhance accessibility:

- avoid heavy or overly distinct patterns on walking paths, floors, walls and ceilings. These can be disorienting to people with perceptual difficulties or partially sighted.
 - except for demarcation strips, simple, repetitive, non-directional patterns and low colour contrast in the general material palette is preferred.
 - a high contrast colour for baseboards is recommended, to visually emphasize where the floor meets the wall.
 - colour should be used consistently, to distinguish important wayfinding elements, such as exit doors, or end walls at the end of corridors (to note a change of direction).
 - all textured surfaces that are used as demarcation strips should be cane-detectable.
- [On interior surfaces, a raised dot or square pattern is sufficient. The use of truncated domes should be reserved for exterior use].
- on exterior pathways, select a material for the path of travel that is non-slip and that contrasts with adjacent surfaces.
 - for signs, a glare-free, 70% colour contrast is required to promote visibility. A white/buff or yellow on a black or dark background is optimal.



River Green Wheelchair Ramp and Stairs.

4.6 Signage

Generally, signage in buildings should be limited to providing essential information to users of buildings and public spaces. Consistently organized and displayed signage enhances usability in buildings for everyone. The use of internationally accepted graphic symbols promotes comprehension and wayfinding, and is helpful for children, those with literacy challenges, and those whose first language is not English.

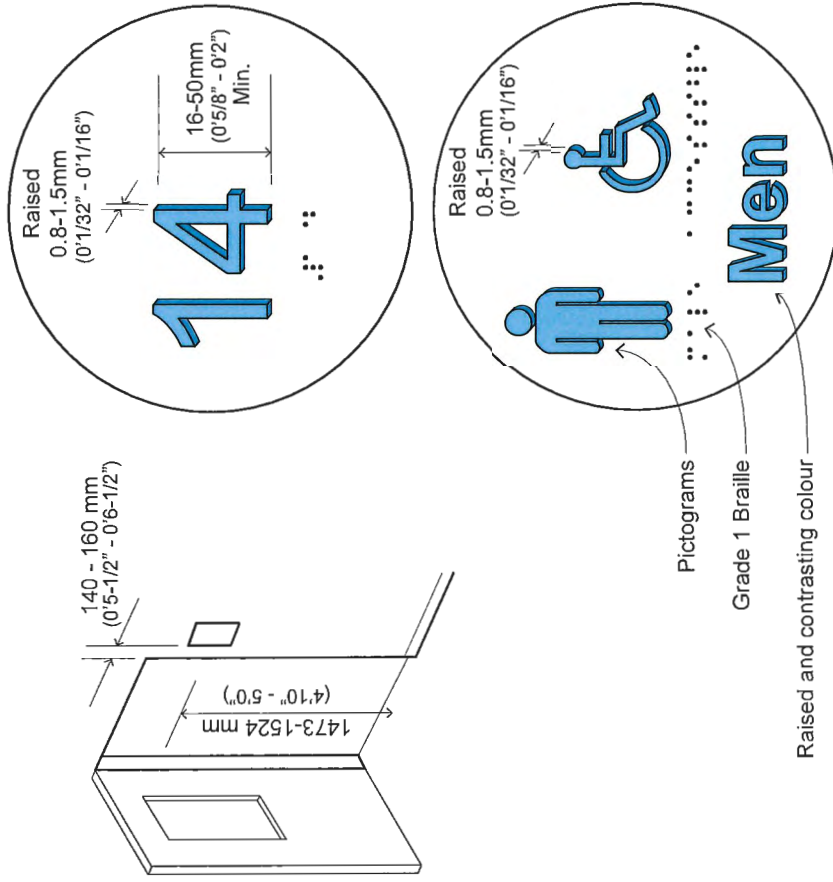
International Symbol of Accessibility

- should be used at all locations with facilities for individuals with diverse abilities, such as designated parking stalls, accessible entrances and loading zones, accessible toilet facilities, and areas of rescue assistance (areas of refuge).
- generally, if pictograms are used, equivalent verbal descriptions should also be included.

Design Requirements for Signage

- for lettering, avoid stylized, italicized, or fonts with serifs. Arial font is preferred.
- numbers should Arabic.
- ensure widths and heights of letters and numbers are sufficient to enhance readability. Avoid the use of capital letters alone, as lower case letters are typically easier to read.
- backgrounds of signs to be glare-free (eggshell finish preferred).
- colour contrast to be a minimum of 70% between sign characters and background.
- [Refer to CNIB Guide to Effective Colour Contrast].
- where signs are required to be tactile, letters and numbers should be raised 0.8 mm [0'1/32"] minimum, and not be sharply edged, and be between 16 mm [0'5/8"] and 50mm [0'2"] high.

The Canadian National Institute for the Blind [CNIB] publishes "Clear Print Accessibility Guidelines" that are a useful resource for signage colour and design.



Tactile lettering is the preferred means of signage to enhance accessibility for door or interpretive signage.

Information Systems and Panels, Display Kiosks, and Video Display Terminals

- information panels should be inclined, and allow for knee space underneath for ease of reading.
- provide an alternative format when video display terminals are used, such as audio, Braille and large-text print.
- ensure push buttons or other controls are mounted at an accessible height.
- avoid vertical wording or electronic scrolling signage. Where scrolling signage must be used, a slower scrolling speed should be used.
- consider incorporating digital and communication technologies that aid wayfinding for persons with diverse abilities

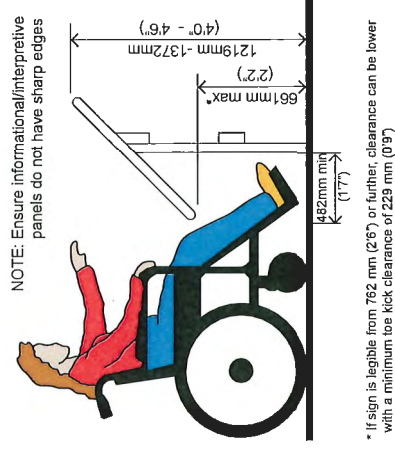
4.7 Spatial Requirements at Drinking Fountains and Bottle Fillers.

Generally, it is preferred that two types of fountains be installed:

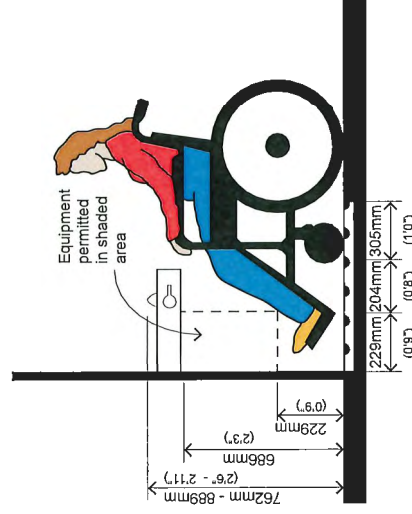
- a higher one that provides for use by individuals that have difficulty bending.
- a lower one that is more suitable for use by children, or persons using a wheelchair.

Fountains and bottle fillers should:

- be located in an alcove, out of the path of travel, especially if they are wall-mounted above the height of cane-detection.
- have an operating system that accommodates limited hand strength or dexterity. Controls should be on the front of the unit or on both side and front.
- have spouts that are at the front of the fountain, and with a water trajectory parallel to the front of the fountain.



Information Systems and Panels, Display Kiosks and Video Display Terminals should be designed to accommodate accessibility for people with diverse abilities.



At least one Drinking Fountains and Bottle Filler should be provided, along with one regular height fountain, that allows for access for children and for people with diverse abilities.

4.8 Clearances at Mailboxes and Vending Machines

Generally, provide for space at these elements that allow for maneuverability for wheelchairs and other mobility aids:

- locate these adjacent to a path of travel, and not encroaching into the accessible travel route.
- the highest operable part of the subject element should not be located more than 1219 mm [4'0"] above the finish floor or ground surface, and not below 405 mm [1'4"].

4.9 Waiting, Queuing and Seating Areas

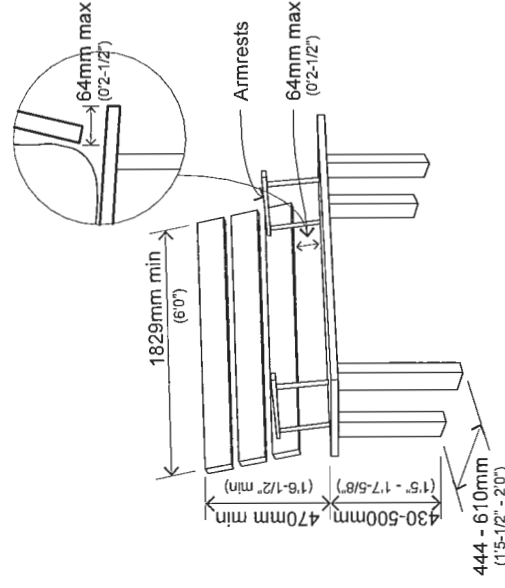
Waiting and queuing areas should provide enough space for mobility devices, such as strollers, walkers, wheelchairs, power wheelchairs and scooters, especially at corners or where queues double back on themselves.

Additionally:

- provide rigidly-mounted handrails to provide support for waiting persons.
- avoid rope-queuing systems, as these are a hazard to persons with who are blind, deafblind or partially sighted.
- provide intermittent seating opportunities for people in waiting areas, or along long routes.
- seating should be located outside the path of accessible travel, at a height that facilitates sitting and rising. Similarly, provide armrests to assist sitting and rising. Seats with backs are preferred to ledge seating, but where ledge seating is provided, say on top of planters, the ledge should have a pitched surface for drainage, and a heel space to promote ease of getting up.
- where picnic tables are provided, it is preferred that all tables have an extension of the table surface to provide knee space for persons in wheelchairs.



Public Seating is Set Back from the Accessible Path.



Preferred Bench Dimensions for Enhanced Accessibility.

4.10 Interior Finishing

4.10.1 Flooring

The selection of an appropriate flooring material allows for the safe and easy movement of people using mobility aids, as well as people who are partially sighted.

- floor finishes should be stable, firm, non-slip and glare-free.
- carpet or carpet tile should be low profile, directly glued to the subfloor. Avoid separate underlay, and do not use carpet on ramps.
- if possible, specify carpet that has been off-gassed prior to installation. Off-gassing from new carpeting can adversely affect people with environmental sensitivities.
- avoid heavily patterned flooring. If tile or stone is used, the product should be large in size to minimize joint grout lines, and the finish should not be slippery, too uneven or rough, and not produce glare or reflections. Non-slip, low luster or matte finishes are preferred.
- keep joints in flooring narrow, 6 mm [0'1/4"] maximum. Flooring should be flush on either side of the joint.
- while it is preferable to pick up any variations in finish floor elevations at the subfloor level in order to get flush transitions from one flooring material to another, the use of transition strips is sometimes unavoidable. Such strips should be wider and more gradual, and rated for wheelchair accessibility.



Accessibility is enhanced at elevators by providing a contrasting floor colour to delineate the accessible path. Similar flooring contrasts should be considered to delineate the path to entrances, or other strategically important pathways.

4.10.2 Walls

Interior wall finishes should typically be smooth and have matte or satin finishes to reduce glare:

- more neutral colour palettes are recommended. Avoid patterned finishes.
- avoid any rough surfaces, especially with the use of specialty finishes like wood, stone or feature wall tiles.
- in high traffic areas, some types of impact resistant wainscoting is recommended, again with a smooth finish.
- where keyed access hatches are required to access all in-wall service shut-offs or valves, or similar service items, paint these out as per the colour of the wall.
- handrails along the length of public corridors is recommended.
- for people who are partially sighted, a high contrasting colour baseboard or vinyl cove base is preferred.
- do not obstruct the path of travel with projecting obstacles. Amenities like water fountains should be recessed in an alcove rather than projecting into a corridor.



Generally speaking, neutrally coloured resilient flooring, without excessive patterning, is preferred for flooring in public areas.

4.10.3 Ceilings

- provide a floor-to-ceiling dimension that is appropriate for the space involved. Larger floor areas should have higher floor-to-ceiling dimensions. Allow for floor-to-floor dimensions that permit a ceiling service space of at least 610 mm [2'0"], or more if service requirements in the ceiling space are considerable. Do not design floor-to-ceiling dimensions such that the finish space feels compressed.
- ceilings with exposed services can work if it is appropriate for the subject interior space location. Exposed services and ducts should be thoroughly painted out the same as the exposed structure, to lessen visual clutter in the ceiling space.
- more neutral colour palettes are recommended for finished ceilings. Avoid patterned finishes. Refer to City of Richmond Standard Paint Colour palettes.
- if ceiling drywall is used, it should be limited in the area, with access hatches provided at all required service locations.
- acoustic T-bar ceilings are preferred, with a tile that is simple in texture and pattern. Select T-bar lighting systems that provide an even distribution of lighting and do not project any glare.



The disorienting effects of glare in public lobbies and hallways, can be reduced by using appropriate interior finish materials, and limiting adjacent large areas of glazing to north-facing exterior walls, as shown in this photo.

4.10.4 Doors and Entrances

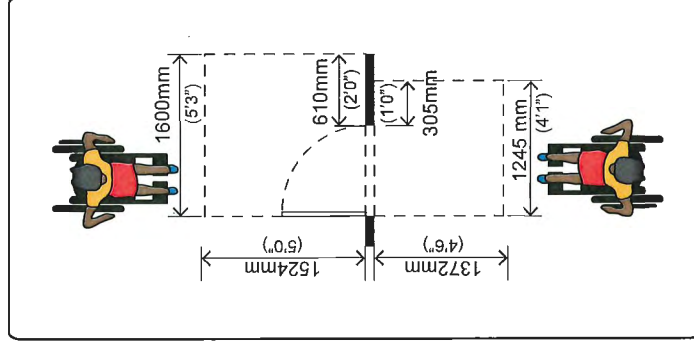
Doors

Doors should function in order to maximize independence of use. Reliance on assistance from others in order to negotiate doorways is not an appropriate design strategy:

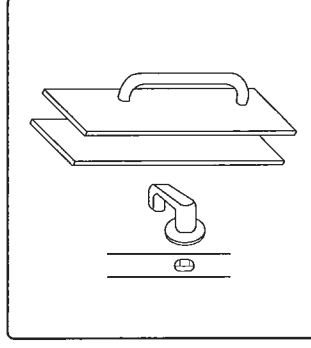
- ensure doorways are sufficiently wide and high. A 914 mm [3'0"] wide x 2133 mm [7'0"] high doorway is preferred.
- consider the use of 1000 mm [3'3"] doors, in order to have a finished door width of 914 mm [3'0"].
- if double doors are used, avoid the use of a centre post.
- avoid any raised thresholds over 6 mm [1/4"] in height.
- door mats should be fully recessed, flush with the finish floor level, and firmly affixed to the subfloor. (Occasional door mats for use in bad weather should have gently beveled edges).
- if glazed doors are provided, install a colour contrast strip across the glazing at eye level, to assist those with vision challenges. Colour contrasting door frames and door hardware are also recommended.
- automatic door openers provide independence, but these should include an emergency push bar release and battery back-up to ensure operation during power outages.

Automatic openers should be used at:

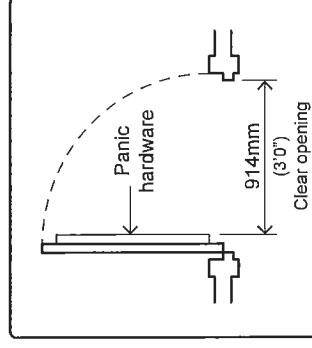
- building entrances.
- at least one washroom for each gender that includes an accessible toilet stall (unless the facility is doorless).
- accessible individual washrooms or toilet rooms.
- accessible change rooms.
- intermediate doorways across primary circulation routes within a building.



Front approach at hinged doors.
[at top of ramps landing should be 2438 mm x 2438 mm min (8ft x 8ft)].



Example of accessible hardware.



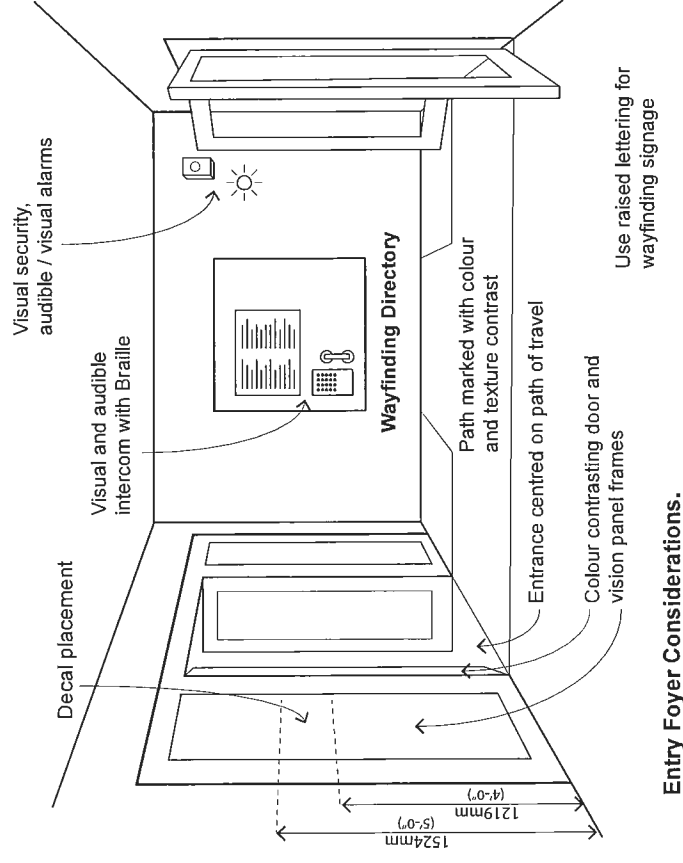
Minimum clear opening at doors.

- provide level wheelchair maneuvering space on both sides of doors, and clear space at the latch side to the adjacent wall, distance dependent on the swing of the door.
- the minimum space between doors in a series is 1524 mm [5'0"], plus the width of the door leaf.
- door operating hardware should be lever type, with the lever bent and returning towards the door surface. Operating hardware should not require tight grasping or twisting of the wrist to operate, and should be installed no higher than 1092 mm [3'7"] above finished floor.
- provide a smooth, uninterrupted 305mm [1'0"] high kick plate on all doors providing access.
- the maximum door opening force should be:
 - 38 N (8.5 lbs.) for exterior hinged doors.
 - 22 N (4.6 lbs.) for interior hinged doors.
 - 22 N (4.6 lbs.) for sliding or folding doors.
- door closers should be adjusted to the least pressure possible, but never more than the door opening forces noted above. The sweep period of the closer should be set so that from an open position of 90 degrees, it should take no less than 3 seconds for the door to move to a semi-closed position of 12 degrees.
- power-assisted swinging doors should:
 - be adjusted to take not less than 3 seconds to move from the closed to the fully open position, and remain fully open for a minimum of 5 seconds.
 - be equipped with a sensor, that stops the door from closing on a person or object that is still in the area of the door swing.
 - require a force of not more than 66 N (13.8 lbs.) to stop the door movement.

Entrances

Entrances should be designed to create an inclusive sense of welcome, and address the widest possible range of a person's physical abilities. The intent should be to promote independence for all users, and not to create separate accessible entrances to meet specialized needs.

- make the place of entrance as obvious as possible.
- install entry canopies and weather protection at main entrances.
- provide required spatial clearances at doors and between series of doors.
- provide automatic door openers.
- provide appropriate intercom communication and electronic security measures.



Entry Foyer Considerations.



General Design Considerations to Enhance Accessibility

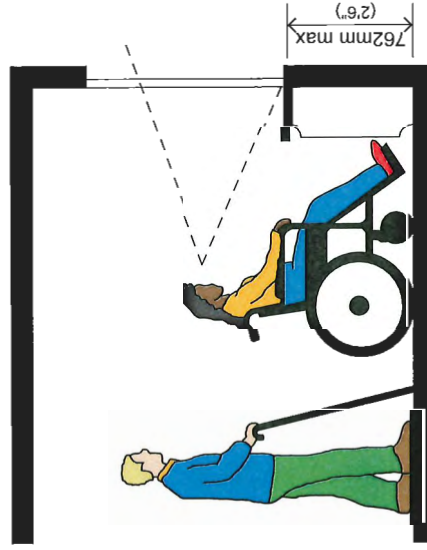
4

4.10.5 Windows, Glazed Screens and Sidelights

Extensively glazed areas can create perception difficulties for persons who are partially sighted. As noted previously, perception problems relating to where the glazing is actually located can be alleviated by installing rows of decals, typically at 1219 mm [4'0"] and at 1524 mm [5'0"] above the finish floor on the glazing.

Additionally, persons using wheelchairs or scooters experience building interiors from a lower eye level. Lower sill heights and easily reached and operated opening mechanisms on windows are recommended.

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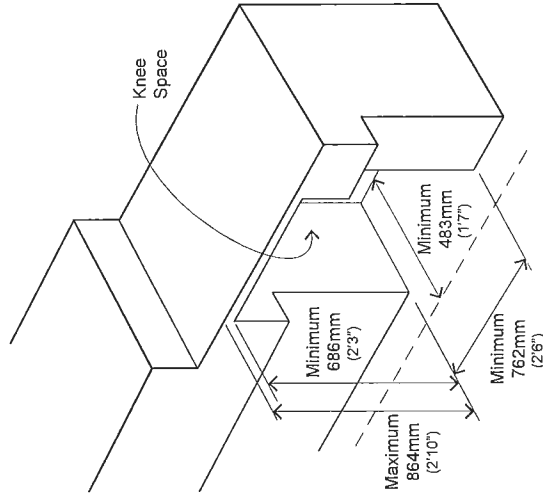


Preferred window sill height.

4.10.6 Reception and Information Counters

A choice of counter heights is recommended to provide a range of options for visitors and staff using Reception and Information Services in a building.

- provide a lower section which allows children, persons of lower height and persons in wheelchairs to receive or deliver Reception services. Ensure that knee space is provided for wheelchair users.
- other sections can be made higher to provide a sense of security and visual privacy for staff at Reception services.
- provide strong colour contrast between counter surfaces and adjacent finishes to give visual clues to people who are partially sighted.
- if additional security measures such as security glazing is required, ensure that speaking ports intended to serve persons in wheelchairs are installed no higher than 1067 mm [3'6"] above the finished floor.



Dimensions for Accessible Reception Counter.



Reception Desk with Accessibility Counter.

4.10.7 Elevators, Lifts and Escalators

Elevators are key in providing independence of movement to persons using mobility aids, and to those with vision challenges. Elevators also provide access for emergency responders, and the car by code, must be sized allow emergency personnel to maneuver a stretcher in the car space.

Elevator car controls should be correctly positioned to facilitate independent use by all people, including those using mobility aids and those who are blind, deafblind, or partially sighted:

- lighting should provide 100 lux (10 ft.-candles) illumination minimum in the car, on the control panels, and at the landing on each floor.
- a verbal audible message identifying the floor landing, and the available direction of travel, should be announced when the elevator stops at a floor.
- mirrors should not be used as a wall finish on the wall opposite the elevator door.
- elevator doors should have a strong colour contrast from the walls in the elevator car, and from the walls adjacent the elevator doors at landings. There should also be a pronounced colour contrast between the car sill, and the adjacent flooring in the car and the landing adjacent.
- consider the use of "smart" elevator call systems, that provide controls with accessibility user features, which allow for customized elevator travel use.

Platform Lifts and Stair Lifts

Typically these should not be used in place of an elevator, but there might be retrofit or heritage reasons why such vertical transport aids should be used in existing buildings. If such lifts must be used, they should be sized to accommodate scooters, as well as a person in a wheelchair with an attendant.

Escalators

Boarding and stepping off of an escalator can be a challenging experience for many people. To enhance safety of escalator use, the following aids are recommended:

- provide high colour contrast strips on escalator nosings and tread edges.
- provide a detectable warning strip at the head and foot of the escalator, similar to those required at flights of stairs.
- provide lighting over escalators at a minimum of 200 lux (18.4 ft.-candles), from a low-glare lighting source.

4.10.8 Work Stations and Shelving

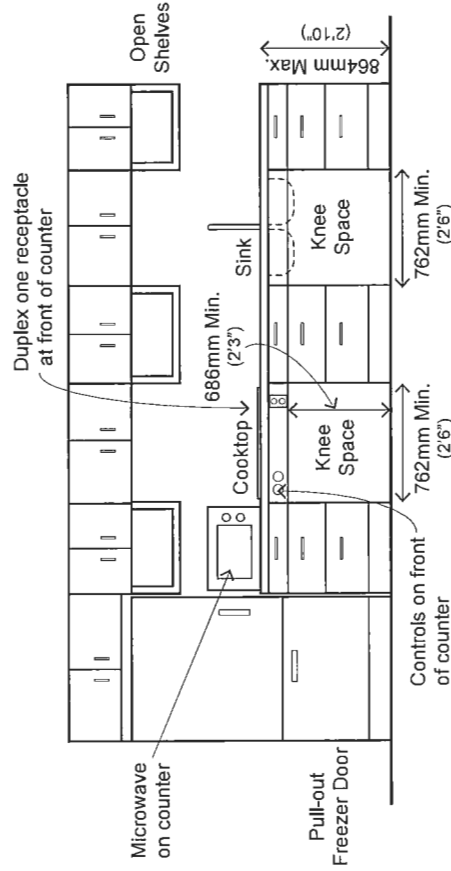
Provide a range of work space counter heights and shelving options for work stations to accommodate a range of user needs and abilities.

- for persons in wheelchairs, provide a maximum height for work surfaces of 864 mm [2'10"]; however, 762 mm [2'6"] is preferred. The minimum height under the work surface should be 686 mm [2'3"], with 509 mm [1'8"] minimum of knee space.
- floor shelving that is meant for use by persons in wheelchairs should have the lower shelf a minimum of 229 mm [9"] off of the finish floor, with the top shelf 1372 mm [4'6"] maximum above the finish floor.
- cabinet fronts should have a contrasting colour from the work surface and hardware should be selected that provides for ease of grasping and use with one hand.

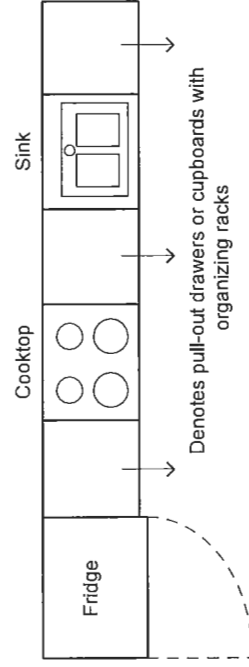
4.10.9 Staff Kitchenettes

Staff Kitchenettes should provide adequate maneuvering space and counter, storage cabinet and appliance selection and layout to accommodate persons using mobility aids, particularly wheelchairs:

- provide for a minimum of 1119 mm [3'8"] clearance between the Kitchenette and opposite wall or other counter space.
- provide a counter top that is a maximum of 864 mm [2'10"] above the finished floor.
- provide a portion of the counter top with knee space that is a minimum of 762 mm [2'6"] wide, and provide knee space at the kitchenette sink.
- provide for pull-out drawers rather than shelving in base cabinets.
- if a dishwasher is provided, allow for a clear space adjacent the open dishwasher door.
- microwaves should sit on the countertop, and be reachable for the wheelchair user.
- refrigerators with a lower pull-out freezer compartment are preferred, rather than those with upper freezer cabinets, or side-by-side fridge and freezer doors.
- all kitchen elements should have strong colour contrasts to differentiate the cabinets, counters and appliances from the adjacent wall and floor surfaces.



Staff Kitchenette - Elevation.



Staff Kitchenette - Plan.

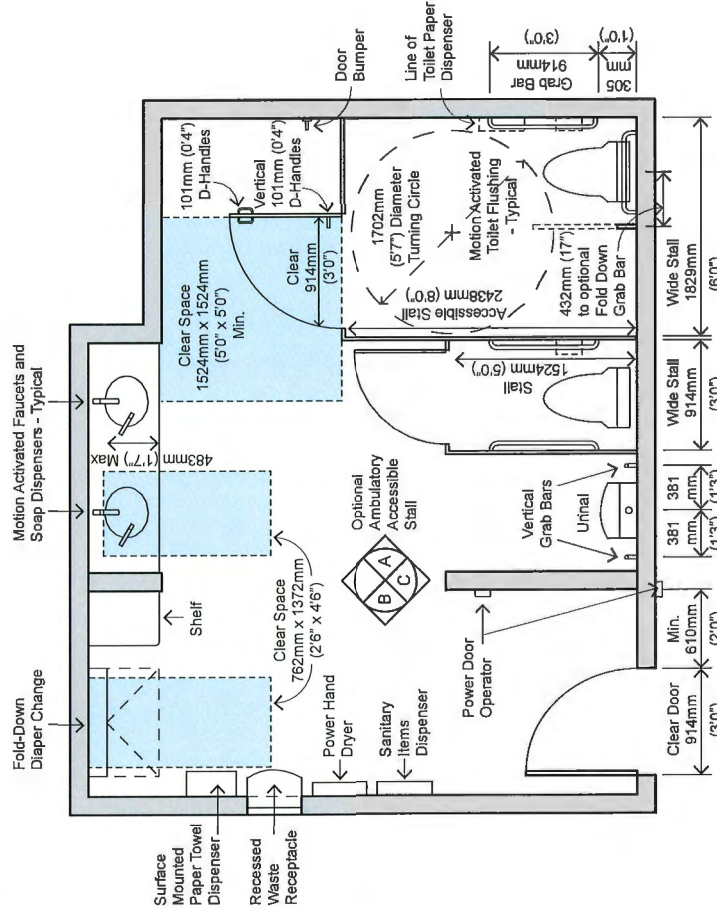
4.10.10 Washroom Facilities

Washroom facilities should accommodate the range of physical abilities of people who will use public buildings. The Building Code sets out minimum standards for accessibility in washroom design, however these requirements do not provide for the wider range of users in buildings; additionally, more space is typically needed to accommodate the use of mobility aids, such as power wheelchairs:

- sometimes gender-specific washrooms create awkward situations where washroom assistance is required. In such cases, providing Universal Washrooms that also function as Family Room Washrooms, in addition to Male and Female Washrooms, is recommended.
- wet floor surfaces in washrooms can increase the risk of falls; therefore an emergency call switch is recommended in accessible toilet stalls.
- strong colour contrast is recommended for elements in the washroom, to assist users who are partially sighted.
- if space allows, it is preferable that doors to washrooms be eliminated by means of open vestibules that provide for visual privacy.
- where doors into washrooms are provided, automatic door openers / operators should be installed.
- infant change tables should be provided in all washrooms.

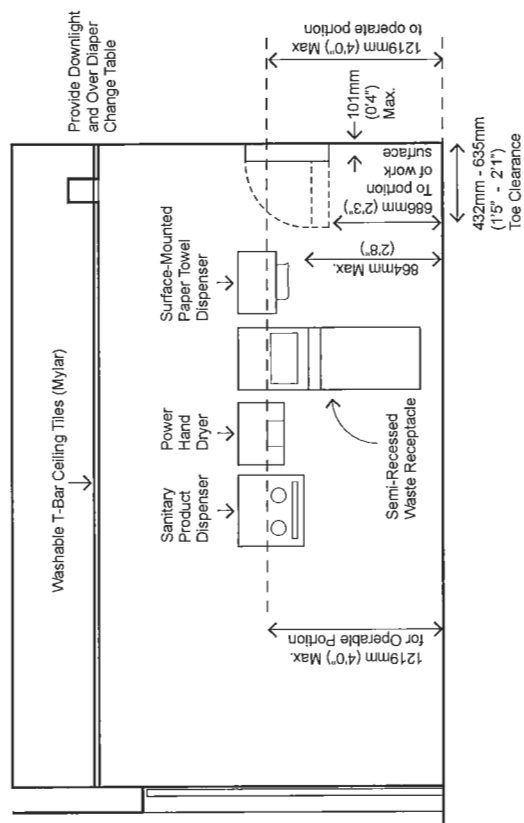
Typical Male and Female Washrooms

Even if a Universal Washroom is provided, accessible facilities are still required in these General Use Washrooms. Extra space should be included in these washrooms, beyond the requirements of the Building Code, to allow for user movement with mobility aids and for assistance by attendants.

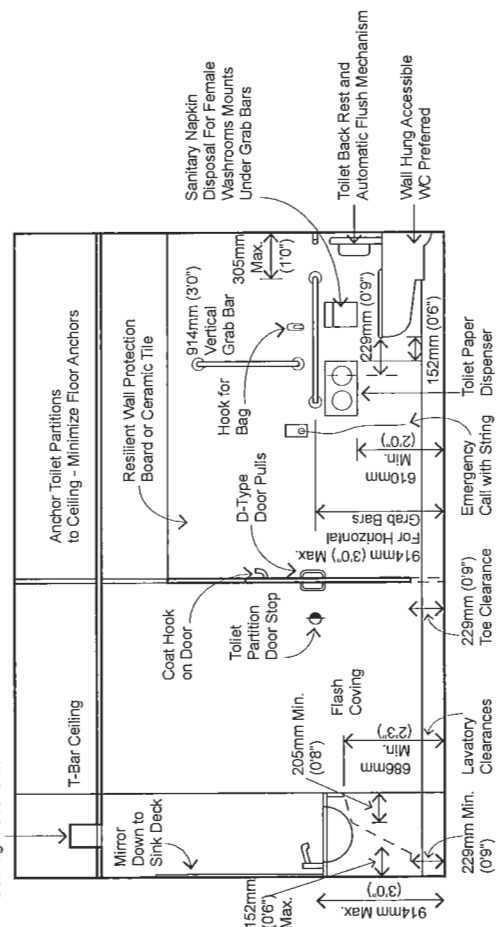


Typical Accessible Washroom - Plan.

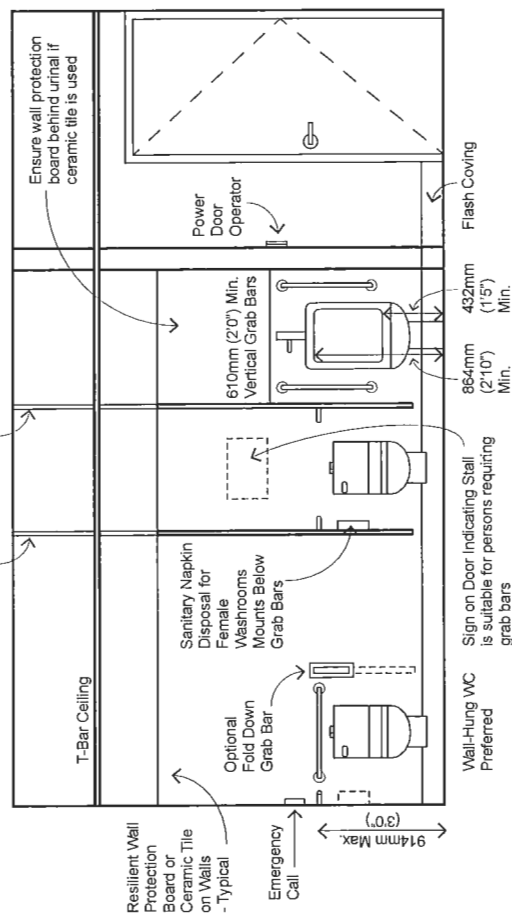
Elevation B



Elevation A



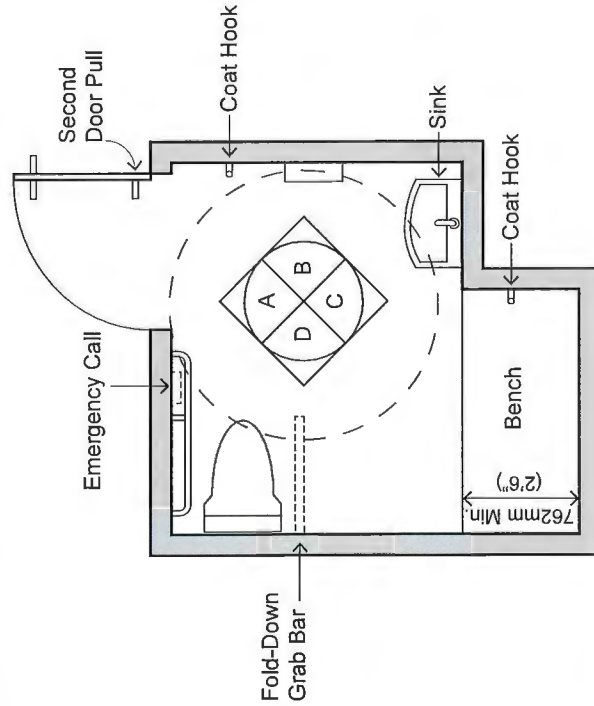
Elevation C



Universal Washroom

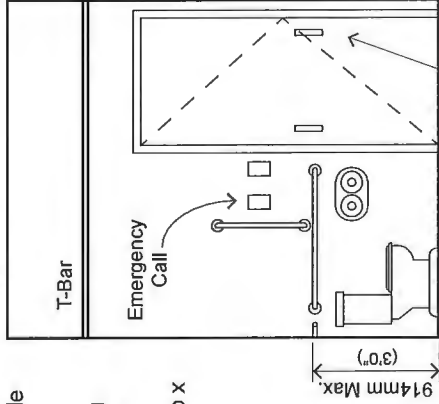
One Universal Washroom should be provided on each floor, in addition to Accessible Male and Female Washrooms:

- provide an emergency call switch.
- the Universal Washroom should be equipped with a door that is capable of being locked inside with one hand, and which has a lock that can be released from the outside by authorized staff in case of emergency.
- a change bench for the user is recommended, that is at least 762 mm [2'6"] deep x 1829 mm [6'0"] long.



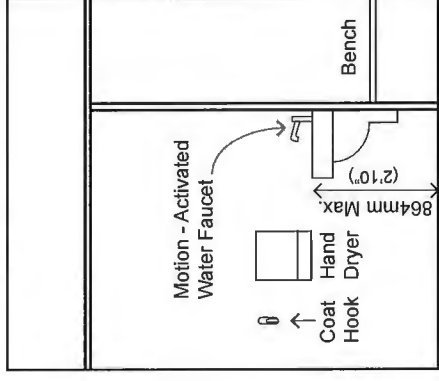
Universal Washroom - Plan.

Elevation A

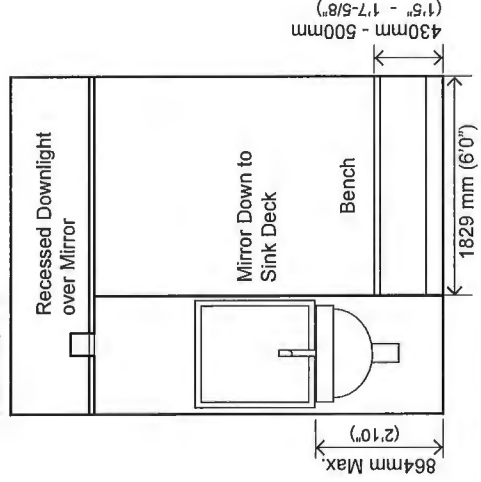


Second Door Pull on Hinge Side of Door

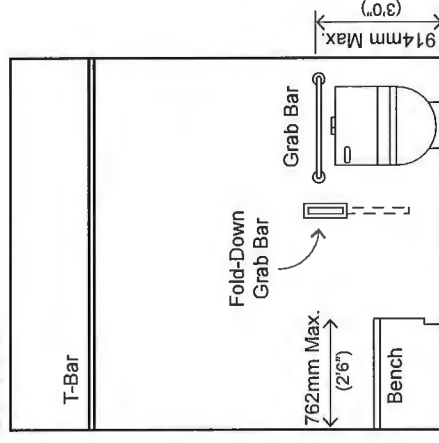
Elevation B



Elevation C



Elevation D

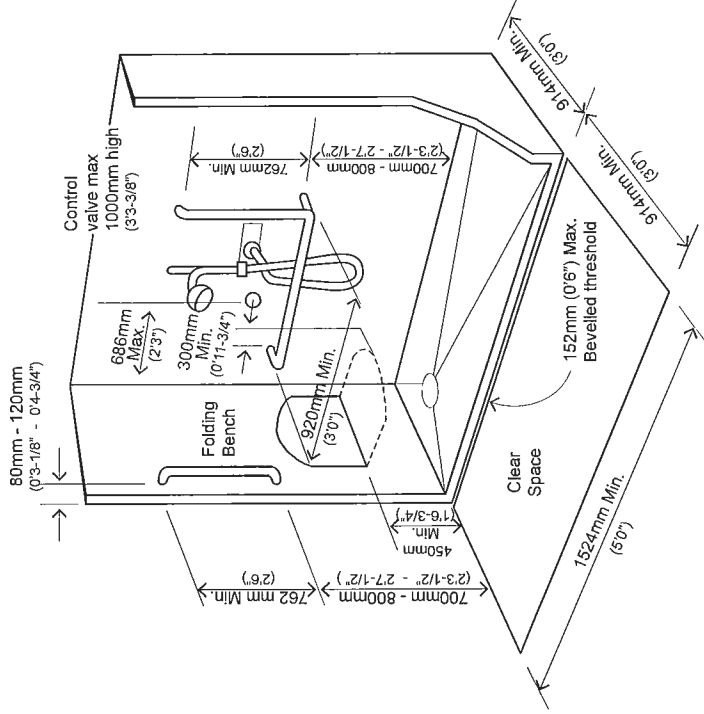


Shower Stalls

When showers are installed for use by staff in buildings, the shower stalls provided should be accessible, and incorporate low thresholds, hand-held shower wands, and seating benches.

Additionally:

- shower valves should be equipped with thermostatic mixing valves that limits the hot water temperature to 49 degrees C [120 degrees F].
- enclosures for shower stalls should not obstruct controls or the ability to transfer from wheelchairs onto shower seats.



When shower stalls are installed for use by staff in City-owned buildings, the shower stall should be an accessible one.

4.10.11 Lockers and Storage Areas

Lockers

Accessible staff locker areas should be provided for 20% of staff.

- the bottom shelf of a locker should be no lower than 405 mm [1'4\"] above the finish floor.
- the top shelf should be no higher than 1372 mm [4'6\"] above the floor.
- the locking mechanism for the locker should be mounted no higher than 1067 mm [3'6\"] above the floor.
- locker numerals or names should be in clearly legible raised lettering, and in a contrasting colour.

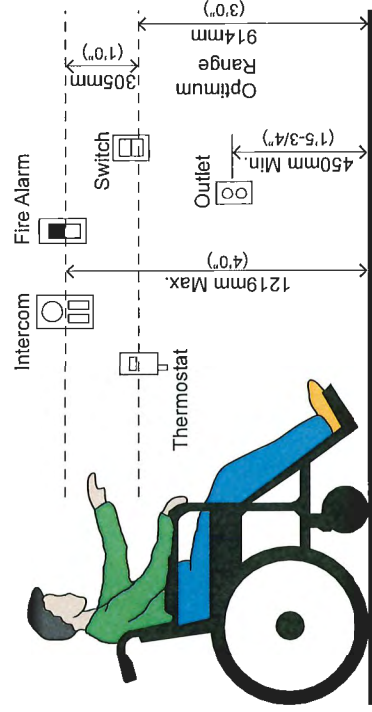
Storage Areas

Provide for a minimum of 1372 mm [4'6\"] for aisle spaces in front of storage shelves [and lockers].

4.10.12 Controls and Operating Mechanisms

The placement of controls is integral to their accessibility:

- install controls so that they accommodate the reach of persons in wheelchairs.
- provide controls that contrast in colour from their background, and provide tactile markings to assist people with vision impairments.
- plumbing controls should generally be electronically controlled, however if hand-operated controls like faucets are provided, these should be operable by one hand without the need to grasp tightly or twisting of the wrist.

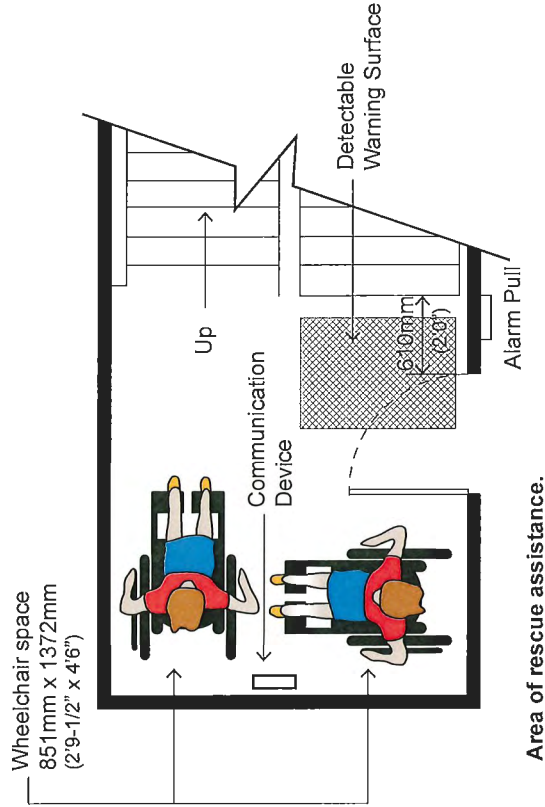


Reach range for accessible controls.

4.10.13 Emergency Exits and Areas of Refuge

In the event of fire when elevators cannot be used, areas of refuge (areas of rescue assistance) are provided by code in protected floor areas at floor landings in stairwells.

- provide additional space between the door jamb and the leading edge of the stair, beyond that which is required by code.
- provide a two-way voice communication system for use between the area of refuge and the central alarm and control facility.



On the ground level outside of the building, it is recommended that a gathering or refuge area be located, to allow for people with physical or cognitive challenges to wait in an emergency, in a relatively safe place until help arrives.

Such a refuge area would ideally be linked with the building exit by a clearly demarcated path, with a handrail situated on the path edge leading to the refuge area. The refuge area could also be developed as a seating area for everyday pedestrian use.

4.10.14 Security Considerations and Alarms

Emergency Signaling

To provide an added sense of security for more frail seniors or persons with diverse abilities who are using building facilities, adequate lighting and emergency signaling devices are important considerations in building design:

- as noted previously, provide sufficient lighting along public walkways, steps and ramps.
- provide emergency signaling devices in locations like washrooms, where the potential for a fall may be increased and an individual may be alone.

Security System Access

- when card-access systems are used, all system components should be suitable for persons of varying abilities.
- intercom entry systems should provide both visual and verbal features, to accommodate persons with vision, hearing or speech challenges. These include providing both audible (beep) and visual (light) signals to indicate that access has been granted.

4.10.15 Indoor Lighting Considerations

Artificial lighting and natural light typically should provide a glare-free and evenly distributed light where required, at working areas, on accessible path routes, at areas of potential hazard, and at building entrances.

Indoor Lighting Principles

- typically, light fixtures should be selected to minimize glare. Avoid wrap-around lenses and install fixtures that employ diffusers or are recessed. Provide for general, even distributed levels of illumination, and task lighting at work stations.
- use curtains, blinds or other sun-screen elements to modify direct sunlight exposure.
- select interior material finishes that generally do not create high-gloss reflective surface effects.
- provide illumination at the surface level of stairs, ramps and landings of at least 50 lux.
- operating portions of control devices should be illuminated to a level of at least 100 lux, and where reading is necessary, to a level of 200 lux.

4.11 Streetscape Considerations

All on-site parking areas and sidewalk and street design elements within 3047 mm [10'0"] of City-owned buildings should be designed for greater ease of accessibility:

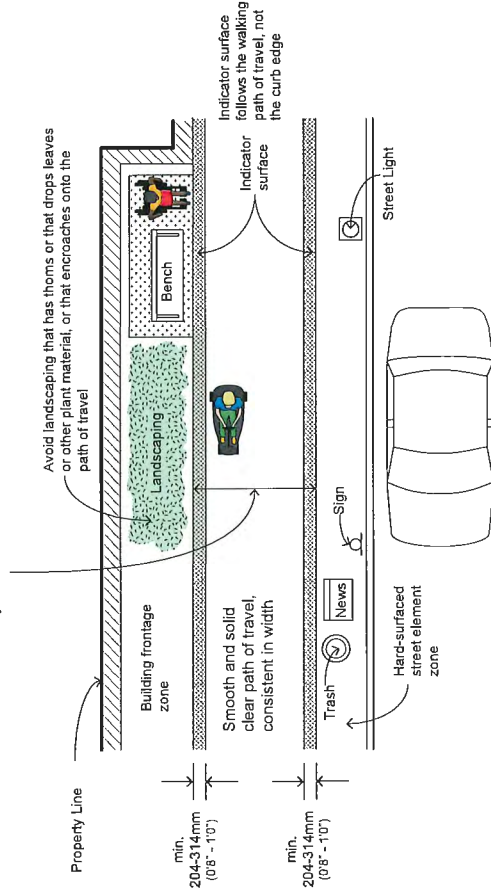
- avoid slippery surfaces, or irregular surfaces, such as cobblestones or gravel that are difficult for walking or wheelchair use.
- avoid openings in grates or grilles that can catch high heels, canes or wheelchair wheels. (A maximum width of opening should be limited to 13 mm [0'1/2"], with the opening at right angles to the path of travel).
- if boardwalks are installed, a handrail along the length of the boardwalk is recommended.
- avoid surface materials that are prone to differential settlement, and which can develop trip hazards. Surface materials should be installed on a stable sub-base that is not susceptible to frost heave or other vertical movement.
- ensure that all accessible routes have a smooth, firm and solid surface, free of obstructions like streetlight and traffic signal standards and poles, street trees, waste receptacles, newspaper boxes, benches, outdoor patios or bus shelters.
- for the sight challenged, demarcation strips to signal the presence of such street furniture is required.
- all street elements that serve the public, like push button signal controls or flaps on waste receptacles or mailboxes, should be installed at a height that serves accessibility for all users.
- curb ramps should have a wide and smooth transition from a travel path or a sidewalk to the street finish elevation at a crosswalk. Truncated cones required in designated pedestrian zone areas so that people with vision challenges can safely negotiate the curb ramp.

[Refer to City of Richmond Supplement to Master Municipal Construction Standards].

- contrasting paving strip should be installed at open plazas to allow for a partially sighted person to safely negotiate from the path of travel/sidewalk to the entry of a building.

- shrub plantings at landscaped areas should not encroach into the path of travel, and plant material should be selected that minimizes potential obstruction of the accessible path with excess leaf droppings or seed pods. Thorny shrubs also should be avoided directly adjacent the path of travel. Some plant materials that provide olfactory clues for the sight challenged can be considered, to promote wayfinding independence.
- overhanging tree branches should be cut back to provide a minimum of 2438 mm [8'0"] clearance over the path of travel.
- dog parks or dog relief areas should not encroach on the accessible path of travel, and should feature a waste receptacle that provides for accessible use.

The clear path of travel is typically a minimum of 1524 mm (5'0") in width, and 1961 mm (6'6") in pedestrian-oriented areas as noted in the Richmond Official Community Plan

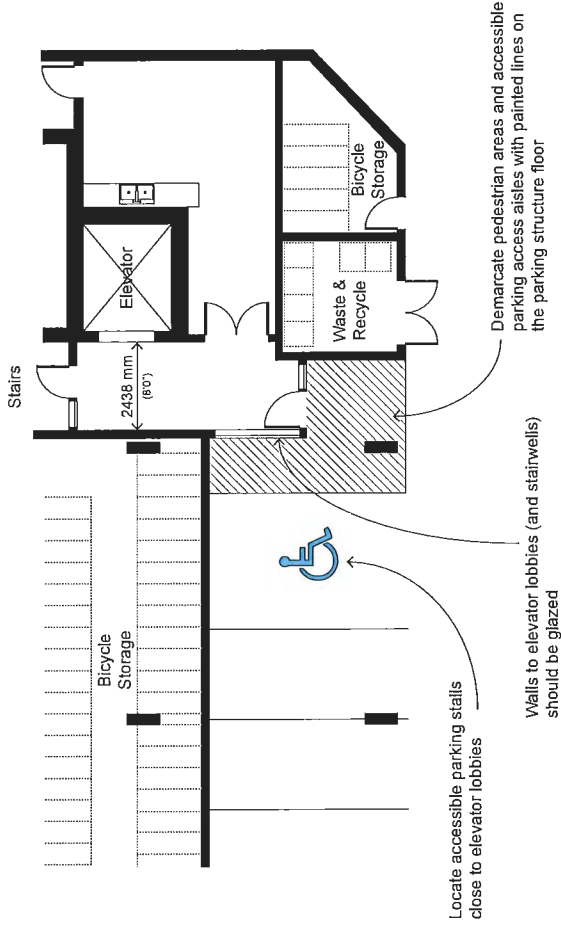


Streetscape element and the path of travel.

4.12 Parking Area Considerations

It is important to provide parking spaces for people with limited mobility close to building entrances, and provide an accessible path that is convenient and safe:

- accessible parking requirements, including van access parking, access aisle and signage per Richmond Zoning Bylaw 8500, Section 7 Parking and Loading
- avoid any steps or curbs.
- in parking areas with angle parking, provide a parking stall as required by the Richmond Zoning Bylaw 8500, Section 7 Parking and Loading, along with an adjacent maneuvering aisle, but also consider enhancing maneuvering space to facilitate ease of mobility.
- where parallel parking is provided, consider the needs of people using mobility aides such as a power wheelchair or scooter, that should utilize a side-loading lift in a van to load and unload the user and the mobility aide.
- ensure signage clearly demarcates that the parking stall is for accessible use.
- ensure that all surfaces on the ground plane are firm and level, with a maximum 2% slope to drain to keep the parking and maneuvering areas free-draining.
- ensure access aisles are clearly marked.
- allow for additional overhead clearance at certain marked parking stalls, to anticipate that some users may be driving vans that are higher than standard height.

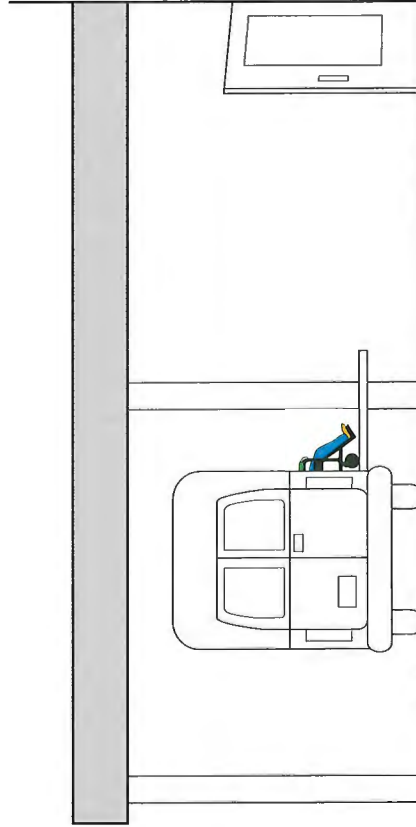


Approaching and entering a City-owned building entry from an under-building parking structure.

4.13 Passenger Loading Zone Considerations

Similar to installing access aisles for accessible parking stalls, passenger loading zones also require maneuvering space to safely and conveniently accommodate users with limited mobility.

Additionally, it is beneficial to provide weather protection, as well as interior or covered exterior waiting areas that have a clear line of sight to the vehicle loading area.



Passenger loading zones require maneuvering space to safely and conveniently accommodate users with limited mobility.

4.14 Outdoor Recreational Facilities

Opportunities for active outdoor recreation should be available to all members of the community, regardless of their level of physical mobility.

Access should be provided to all public facilities, including outdoor areas and washroom facilities located in parks and recreational areas, given Richmond's generally flat topography.

- avoid steps and ramps if possible. Where ramps or elements like footbridges are installed, ideally these should be sloped at no greater than 1:20 [5%], with non-slip surfacing and suitable handrails or guards painted in a colour with good visual contrast.
- on paths, install lighting, waste receptacles, benches, drinking fountains, trees and shrub plantings, and other pedestrian path elements, in a location adjacent and not encroaching on the accessible path.
- ensure bike paths are separate from accessible paths, and that intersections are well-marked, informing cyclists to slow down, and giving the accessible path the right-of-way.
- entrance gates to park and recreational areas should be designed to accommodate accessibility, and spectator areas for people using mobility aids should also be installed at sports fields, incorporating benches and raised viewing areas.
- children's play areas should incorporate features that enhance accessibility, both for adults supervising children's play, and for children who may have limited mobility.

4.15 Drop-Off and Pick-Up Shelters

Platforms for these shelters where buses that deploy a power ramp to accommodate people using mobility aids, should be minimum 3 m x 9 m, and also maintain a clear accessible route for users, free of any obstacles.

It is recommended also that such shelters have at least one higher seat with armrests that accommodate a less mobile user, and all vertical glass elements should be framed, typically in metal, and in a strong contrasting colour.

4.16 Outdoor Lighting Considerations

Similar to indoor lighting, artificial lighting and natural light typically should provide a glare-free evenly distributed light where required, at outdoor working areas, on accessible path routes, at areas of potential hazard, and at building entrances and places of outdoor amenity.

Outdoor Lighting Principles

- illumination along an accessible route should not create any dark or shadowy areas.
- at public entrances, provide a full spectrum type lighting, of a minimum 100 lux (9.4 ft.-candles), measured at the ground.
- at walkways, stairs and ramps, rest areas, and accessible parking areas, lighting levels should be 50 lux (4.7 ft.-candles) measured at the ground. In interior parking garages, the lighting level should generally be 10 lux (0.94 ft.-candles) measured at the ground, with higher lighting levels provided at entrances to building circulation and adjacent areas.
- at passenger drop-off areas, lighting should be 30 lux (2.82 ft.-candles), measured at the ground.
- at steps or stairs, provide lighting directly beside to clearly define the treads, risers and nosings.
- provide supplementary lighting to highlight signage and other orientation elements.



Richmond park path.

5.0 Technical Specifications

5.1 Purpose - Technical Specification References

- to organize the design, construction, material and building system requirements associated with Enhanced Accessibility, into industry-standard specification nomenclature.
- to be used as a tool for preparing cost estimates early in the design process.
- for use by consultants who are ultimately responsible for ensuring that the completed project meets all standards, and conforms to the regulations of all authorities having jurisdiction.

5.2 Technical Specification Sections

- consultants for City-owned building projects should use the following Divisions and Sections annotations in this document, as a basic guideline for the formulation of construction specification document packages accompanying construction drawings.
- specification packages will vary from project to project, and will be the consultant's responsibility to ensure that the specification requirements adequately describe the scope of work associated with the specific project.
- the following specification references are organized according to the Masterformat Specification System.
- please refer to the City's "Building Facilities Design Guidelines and Technical Specifications" for a more detailed overview of specification considerations for City-owned buildings.

5.3 Outline Specification - Enhanced Accessibility

5.3.1 Overview of New Construction General Design Requirements

- provide designs for accessibility in buildings that respond to user's needs, and that provide durability and that are cost effective in construction.
- respond to the Design Guidelines and Technical Specifications noted in this document.

5.3.2 Overview of Construction Design Requirements for the Renovation of Existing Buildings

- respond to the requirements of the Design Guidelines and Technical Specifications as much as possible.
- review structural engineering and code issues with consultant specialists, regarding incorporating enhanced accessibility design requirements.
- install an accessible elevator in all multi-storey buildings. If there are concerns about how an elevator might be successfully integrated into an existing building condition, consider the inclusion of other elevating devices such as platform lifts, and review with City staff.

5.3.3 Excavation, Backfill and Compaction

- comply with all municipal bylaws and applicable building codes, as well as all Master Municipal Construction Documents, relating to subsurface, paving, and drainage work.
- ensure sub-bases and base course layers receive proper compaction and drainage to provide for durable paved finish surfaces that are not prone to differential settlement and heaving.

Specification Reference - Section 31 00 00 - Earthwork

5.3.4 Exterior Surface Finishes - Hard and Soft Surfaces /Landscaping

- provide exterior surface areas and landscape designs that are simpler in nature and that provide durability and amenity, and that require low maintenance.
- provide parking areas that are required by the City, and that meet accessibility standards.
- select landscaping that does not create hazards for people with diverse abilities, such as thorny bushes adjacent pedestrian paths. Also select plant material that could provide olfactory and orientation clues, such as aromatic flowering trees or shrubs in strategic locations.

Specification References - Section 03 35 00 - Concrete Finishing
 Section 31 22 13 - Rough Grading
 (Landscape)
 Section 32 01 90 - Landscape
 Establishment &
 Maintenance
 Section 32 05 23 - Concrete for Exterior
 Improvements
 Section 32 14 13 - Concrete Unit Paving
 Section 32 12 16 - Asphalt Paving
 Section 32 17 23 - Pavement Markings
 Section 32 91 21 - Growing Medium and
 Finish Grading
 Section 32 93 10 - Trees, Shrubs and
 Groundcovers

5.3.5 Basic Concrete Materials and Methods

- all floors to be left exposed, or that receive carpeting, resilient flooring, or floor tile, should be finished flat, and free from defects that would telegraph through finish materials.
- provide control joints at required locations to control cracking.
- avoid changes in floor elevation between finished surfaces, by anticipating the depth of floor finishes and accommodating these with different finish concrete substrate elevations, to keep the overall finish flooring level flat and true.

Specification Reference - Section 03 33 00 - Cast-In-Place Concrete
 Section 03 35 00 - Concrete Finishing
 Section 03 54 00 - Concrete Self-Leveling Topping

5.3.6 Basic Metals Materials and Methods - Miscellaneous Metals

- provide guardrails, handrails and other miscellaneous metal fabrications that meet accessibility requirements.
- the Contractor will retain a structural engineer registered in the Province of BC to prepare signed and sealed shop drawings for metal fabrications.
- finish for miscellaneous aluminum or steel metals should be powder coat paint.

Specification Reference - Section 05 50 00 - Metal Fabrications
 Section 05 58 00 - Historic Metalwork
 Restoration
 [Existing Buildings]

5.3.7 Rough Carpentry

- Floor Underlayment for Finish Resilient Flooring or Carpeting
- provide 3 ply, 9 mm [11/32"] thick spruce plywood with the finish face double-sanded and the back face lightly sanded. Prior to installation, confirm that the finish product will be acceptable to the resilient flooring manufacturer.
- Grab-Bar and Railing Blocking
 - provide 38x235 mm [2x10] typical in the wall framing at anchoring locations for grab-bars, handrails and guards.

Specification Reference - Section 06 10 00 - Rough Carpentry

5.3.8 Finish Carpentry

- workmanship should conform to the Quality Standards for Architectural Woodwork as published by the Architectural Woodwork Manufacturers Association of Canada [AWMAC], latest edition.
- **Casework**
 - AWMAC Custom Grade typical.
- **Wood Cabinets for Transparent Finish**
 - Grade A face veneer, with adjustable shelving veneer plywood core.
- **Plastic Laminate Cabinets**
 - all surfaces P.Lam, with adjustable shelving veneer plywood core.
- **Countertops**
 - "Corian" type non-porous countertops with integral splash.
- **Cabinet Hardware**
 - 101 mm [4"] minimum D-pulls, polished or brushed chrome finish.
- **Wall Protection**
 - 9 mm [3/8"] veneer face plywood is acceptable, as is PVC plastic wainscoting. Provide wood battens or PVC trim strips to avoid flush detailing.
- **Outdoor Wood Furniture (Benches, Picnic Tables, etc.)**
 - smooth sanded finishes. Transparent coatings preferred.

Specification Reference - Section 06 20 00 - Finish Carpentry

Section 06 20 11 - Landscape Finish Carpentry
 Section 06 40 00 - Architectural Woodwork
 Section 06 42 00 - Restoration of Existing Architectural Woodwork
 [Existing Buildings]

5.3.9 Doors

- typically provide a 914 mm [3'0"] clear opening at doors.
 [Generally this means a 1000 mm wide door].
- position doors to allow for required clearances at jambs, and approach clearances for wheelchair users.

Specification Reference - Sections relating to Doors

5.3.10 Glass and Glazing - Doors and Windows

- provide frames with strong contrasting colours for glazing in doors and windows, to provide potential obstruction signals and orientation clues for people who are partially sighted. Similarly, provide decals or patterns on glazing at eye level in the standing and seated positions.
- in lieu of tilt mirrors to serve people in wheelchairs, consider wall mirrors that extend down to the deck of the sink vanity or counter.

Specification Reference - Sections relating to Windows and Doors
 Section 08 80 50 - Glass and Glazing

5.3.11 Finish Hardware

- provide lever handles on all passage or locksets. Install pulls with faceplates on non-locking doors.
- provide automatic door openers at entry doors and at selected washroom and universal washroom doors (See Design Guidelines), and at all doors where required clearances at jambs are technically not feasible.
- provide accessible thresholds at doors.
- install electronic and security system hardware at accessible heights above the finished floor.

Specification Reference - Section 08 70 00 - Door Hardware
Division 28 - Electronic Safety and Security

5.3.12 Interior Finishes Floors

- provide resilient flooring generally and in wet areas. Vinyl tile or sheet vinyl goods with welded seams are acceptable. Flash coving is preferred in wet areas with sheet goods, in lieu of standard vinyl base.
- if ceramic or stone tile is used, larger size tiles are preferred that are non-slip. Use ceramic base tiles and darker colours for grout.
- carpet tile is a preferred product compared to wall-to-wall. Avoid carpet with underlay.
- walk-off entry mats should be recessed in the finished floor, so that finish floor elevations are flush and level. Vinyl transition strips between floor finishes should be rated for accessibility.
- specify flooring materials that do not create off-gassing or negatively affect interior air quality.

Specification Reference - Section 09 30 13 - Ceramic Tiling
Section 09 65 10 - Resilient Flooring
Section 09 65 16 - Athletic Flooring
Section 09 68 00 - Carpeting
Section 10 90 00 - Miscellaneous Specialties
(Walk-Off Mats)

Walls and Ceilings Walls and Partitions

- painted drywall is the typical finish. Avoid rough wall finishes.
- wall protection and corner guard treatments are recommended in high traffic areas.
- provide sound absorptive panels in areas where echo problems could occur.

Ceilings

- typically install commercial quality T-bar acoustic ceilings, with an NRC rating of 70 or better.
- provide washable ceiling tiles in washrooms, kitchens and service rooms.

Painting

- provide paint sheens that are washable.
- refer to City of Richmond Standard Paint Colour palettes for paint colour selection.
- specify paints that are low VOC (volatile organic compounds) and that do not negatively affect interior air quality.

Specification Reference - Section 09 21 16 - Gypsum Board Assemblies

Section 09 30 13 - Ceramic Tiling
Section 09 51 13 - Acoustic Panel Ceilings
Section 09 84 13 - Fixed Sound Absorptive Panels
Section 09 91 10 - Painting
Section 10 90 00 - Miscellaneous Specialties
(Wall Protection, Corner Guards)

5.3.13 Washrooms and Accessories

- Common and Accessible Washrooms

Plumbing Fixtures

- accessible height wall-hung commercial toilets with padded back rest. Alternately (review with Richmond staff), accessible height tank style WC's with bolted tops.
- self-rimming drop-in sinks in accessible vanities with accessible type motion-activated plumbing brass. (Preferred compared to single wall-hung sinks).
- wheel-in showers where required. (For example, in staff rooms).

Washroom Accessories

- all accessories to be rated for accessible use.
- annealed finish on grab bars.
- hand dryers are preferred to paper towel dispensers. If paper towels are used, provide recessed accessible towel and waste containers, or an under-counter receptacle with a wide diameter grommet opening in the washroom countertop.

Lighting

- install at sufficient levels to accommodate use by people who are partially sighted. Provide indirect over-mirror lighting at 100 lux (9.4 ft.-candles) illumination in combination with general room lighting.

Toilet Partitions

- ceiling-hung, with no supports anchored in the flooring. Provide heavy-duty polished chrome or brushed nickel finish on hardware, which should be anchored with tamper-proof screws.

Diaper Change Tables

- typical in washrooms.

Specification Reference - Section 10 21 14 - Toilet Compartments

Section 10 28 14 - Toilet and Bath

Accessories

Division 22 - Plumbing

Division 25 - Lighting

5.3.14 Kitchenettes

Millwork - See 5.3.8 - Finish Carpentry

- plywood construction and "corian" countertop with corners eased.

Plumbing Fixtures

- double bowl self-rimming stainless steel kitchen sinks preferred, in countertops designed for accessible use and manoeuvring.

Appliances

- refrigerator with a pull-out bottom freezer compartment is preferred.
- countertop model microwave.
- cooktop with front controls (unless in a location accessed by children).

Specification Reference - Section 06 40 00 - Architectural Woodwork
Section 11 31 00 - Residential and Commercial Appliances

Division 22 - Plumbing

5.3.15 Staff Facilities

Staff Office

Millwork - See 5.3.8 - Finish Carpentry

Staff Room

- provide Kitchenette as per 5.3.14 over.
- lockers should be accessible.
- provide accessible staff washroom and confirm if wheel-in shower is required.

Maintenance and Storage Areas

- provide maintenance workbench and storage shelves from nominal frame lumber and good-one-side 19mm (3/4") plywood.

Design for accessible use

- storage systems should provide for accessible use.

Specification Reference - Section 06 20 00 - Rough Carpentry

Section 06 40 00 - Architectural Woodwork

Section 10 90 00 - Miscellaneous Specialties

(Metal Lockers and "Interlock" Shelving Systems)

Division 22 - Plumbing

Checklist for Enhanced Accessibility

With an aging population, and an increasing need to enhance independence for people with physical, sensory and cognitive challenges in everyday life, there is a need to exceed minimum standards for accessibility wherever possible.

Enhanced accessibility in building and open space design, will also benefit all users by offering design solutions to a wider range of functional issues than is typically considered in the design and development process.

Checklist Legend



Physical Access










Blind or Partially Sighted Access




































Deaf or Hard of Hearing Access






Cognitive Limitations Access

1.0 Building Entrances		Notes / Remarks
<p>1.1 Barrier-free paths to entrances are provided and enhanced with designation strips.</p> <p>1.2 No obstructions are located in the path of entry. [e.g. Waste receptacles, overhanging branches, hydrants, light standards, etc.].</p> <p>1.3 The primary entrance has a power-operated door. [Automatic sliding doors are preferred. If a power door with a large paddle push plate is used, the plate should be located 1219 mm [4'0"] back from the door].</p> <p>1.4 It is preferred that entry doors provide a clear opening of 914 mm [3'0"] when the door is in a 90 degree open position.</p> <p>1.5 Doors with glazing should have a frame with a high colour-contrast.</p> <p>1.6 Lever handles on door hardware is required. On non-latching doors, a D-shaped pull handle is required. [e.g. Buildings in parks where it is not feasible to install an automatic door opener].</p>	      	

<p>1.7 For existing buildings, non-accessible entrances should have signage indicating where the accessible entrance is located.</p> <p>1.8 At vestibule entries [doors in series], provide 1500 mm [5'0"] between the end of the 90 degree open door and the next door in the vestibule.</p> <p>1.9 In case of emergency, provide a safe and accessible gathering place on the ground level outside of the building, where people with diverse abilities who have exited the building, can wait for further assistance.</p> <p>1.10 Provide benches with varying heights and armrests.</p>	   	   	
<p>2.0 Parking Areas</p>			
<p>2.1 Provide accessible parking stalls as per the requirements of the City of Richmond Zoning Bylaw 8500, Section 7 Parking and Loading</p> <p>2.2 Designated accessible parking stalls are located closest to an accessible building entrance in parking areas.</p> <p>2.3 A curb ramp to the sidewalk is located adjacent the accessible parking stall in a clearly demarcated aisle.</p> <p>2.4 An accessible parking symbol is painted on the designated parking space, and a vertical sign located 1829 mm [6'0"] above the ground level is situated at the centerline of the stall.</p> <p>2.5 Covered drop-off / pick-up zones are preferred, with appropriate overhead clearance for service vehicles.</p> <p>2.6 Provide a barrier-free non-obstructed path of travel from the parking area, on a sidewalk that is well lit and not prone to obstruction from the ends of parked vehicles.</p>	     	     	

3.0 Signage		Notes / Remarks
<p>3.1 All facilities and services for individuals with diverse abilities are identified with signage with appropriate symbols.</p> <p>3.2 Signage is large print, with high colour contrast and raised tactile lettering. Include braille in addition to print signage.</p> <p>3.3 Design general and way-finding signage that is consistent in all locations, and easily identifiable.</p> <p>3.4 Signage font is Sans Serif, e.g. Arial, and door signage should be located adjacent and not on the door.</p> <p>3.5 Incorporate virtual and/or audible accessibility technologies where possible.</p>	      	
4.0 Ramps, Stairs, Handrails, and Elevators		Notes / Remarks
<p>4.1 Slip-resistant tactile strips at stair and ramp landings, and at the beginning and end of the ramp, should have a high colour contrast.</p> <p>4.2 Avoid single isolated steps.</p> <p>4.3 The preferred maximum slope for a ramp is 1:16 if possible. [1:12 absolute maximum]. Avoid tight turns or switch backs for ramps.</p> <p>4.4 Provide a high contrasting colour on handrails. Terminate all handrails to the wall or to ground. A second lower height handrail on ramps is recommended, if climbability issues are not created.</p> <p>4.5 Provide yellow demarcation strips at the step edges and sides of escalator steps.</p> <p>4.6 Elevator doors should have a strong colour contrast from the surrounding walls.</p>	     	

<p>4.7 Clearly mark elevator locations and wayfinding at the main entrance of the building.</p> <p>4.8 The minimum size of the elevator cab is 1524 mm [5'0"] deep to permit the turning radius function for a wheelchair.</p> <p>4.9 Elevator buttons and emergency controls are located at an accessible height 1067 mm [3'6"] above finish floor, and incorporate large print tactile numbers and Braille mounted in raised fashion.</p> <p>4.10 Provide a visual indicator in the elevator signaling that "help is on the way".</p>		
<p>5.0 Washrooms</p>		<p>Notes / Remarks</p>
<p>5.1 For washrooms without entry doors, provide only one turn, to avoid feelings of disorientation.</p> <p>5.2 Provide appropriate signage outside washroom entrance and at cubicles.</p> <p>5.3 In addition to providing all accessible elements as required by code, increase the size of the accessible cubicle to 1829 mm [6'0"] wide x 2438 mm [8'0"] deep. Ensure the cubicle latch is of the large sliding variety (no thumb-turn).</p> <p>5.4 Provide a clear space of 1524 mm [5'0"] back from the lip of sink line to walls, or the face of toilet stalls opposite.</p> <p>5.5 Increase the dimensions of Universal Washrooms to incorporate a seating bench as well as diaper change table. Include an emergency call button in the room.</p>		

6.0 Other Interior Building Elements		Notes / Remarks
<p>6.1 Provide a public emergency phone at an accessible location.</p> <p>6.2 Provide a Built-In Typewriter [TTY] phone for users who are deaf or hard of hearing.</p> <p>6.3 Provide at least one accessible height drinking fountain.</p> <p>6.4 Include an accessible height portion for all counters where the public is served.</p> <p>6.5 Provide space for people using wheelchairs in all public seating areas. Include companion seating adjacent wheelchair seating areas.</p> <p>6.6 All glass doors and glass wall screens should have a contrasting colour strip at standing eye level and wheelchair seated eye level.</p> <p>6.7 All alarm systems should include a visual as well as an audible signal. [e.g. Flashing light]</p> <p>6.8 Zone intercoms to be more audibly legible. Install a read-o-graph to print out announcements that are made by loudspeaker.</p>		



City of Richmond

Report to Committee

To: Public Works and Transportation Committee

Date: September 11, 2018

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

File: 10-6060-01/2018-Vol
01

Re: **Municipal Access Agreement with Freedom Mobile Inc.**

Staff Recommendation

That the Chief Administrative Officer and the General Manager, Engineering & Public Works be authorized to execute, on behalf of the City, a Municipal Access Agreement between the City and Freedom Mobile Inc. containing the material terms and conditions set out in the staff report titled, "Municipal Access Agreement with Freedom Mobile Inc.", dated September 11, 2018 from the Director, Engineering.

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

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

Staff Report

Origin

Freedom Mobile Inc. has requested to install telecommunication infrastructure and equipment within dedicated highways, streets, roads, road allowances, lanes and bridges under the City's jurisdiction (collectively, the "Service Corridors"). To accommodate this request, a draft Municipal Access Agreement between Freedom Mobile and the City has been prepared.

Analysis

Freedom Mobile is a federally regulated telecommunications carrier providing telecommunications services in Canada. Freedom Mobile is proposing to install telecommunications infrastructure and equipment within the City of Richmond's Service Corridors. Freedom Mobile must seek the City's consent to use the Service Corridors and this is typically accomplished through a Municipal Access Agreement.

The City has Municipal Access Agreements with all telecommunications carriers who use the City's Service Corridors. The proposed Freedom Mobile Municipal Access Agreement will protect the City's interests and establishes the roles and responsibilities of both parties. The proposed agreement with Freedom Mobile will:

- Specify locations where the agreement will be applicable (i.e. the Service Corridors);
- Specify required consent for constructing, maintaining, operating, repairing and removing Freedom Mobile's equipment, and define the scope of the City's consent;
- Require Freedom Mobile to pay causal¹ costs to the City;
- Define the conditions which Freedom Mobile may carry out work;
- Enable the City to have access to information about Freedom Mobile equipment;
- Specify cost allocations for Freedom Mobile equipment to be relocated as a result of any municipal and third party projects;
- Minimize the City's liability due to Freedom Mobile's work or equipment;
- Permit shallow inlay fibre;
- Identify the initial term of the Municipal Access Agreement to be one year, automatically renewable for successive one year periods thereafter;
- Define fees (eg. lost productivity costs, permitting and inspection costs, and pavement degradation) and their annual CPI increase;
- Require Freedom Mobile to assume environmental liability for any hazardous substances that they bring to or cause to be brought to the Service Corridors;
- Identify the insurance requirements Freedom Mobile must maintain; and
- Include mutual indemnity clauses.

¹ Causal costs are costs incurred as a result of additional effort and materials spent working around a private utility installation while maintaining or constructing public infrastructure

Financial Impact

None.

Conclusion

A Municipal Access Agreement between the City and Freedom Mobile will allow the City to better manage and regulate the installation and presence of Freedom Mobile equipment within the City's Service Corridors. The terms and conditions of the proposed agreement provide cost recovery for the City and protect the City's interests.



Lloyd Bie, P.Eng.
Manager, Engineering Planning
(604-276-4075)



Carlos J. Rocha, AScT
Supervisor - Design Services
(604-276-4025)

LB:cjr



City of Richmond

Report to Committee

To: Public Works and Transportation Committee **Date:** October 2, 2018
From: John Irving, P.Eng., MPA **File:** 03-1000-08-033/Vol 01
Director, Engineering
Re: **DCC Reserve Fund Expenditure Bylaws – DCC Front-ender Agreements for
4588 Dubbert Street and 4133 Stolberg Street**

Staff Recommendation

That:

1. DCC Reserve Fund Expenditure (4588 Dubbert Street) Bylaw No. 9847 be introduced and given first, second and third readings;
2. DCC Reserve Fund Expenditure (4033, 4099 and 4133 Stolberg Street and 9388 Cambie Road) Bylaw No. 9783 be introduced and given first, second and third readings.

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

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

The developers for 4588 Dubbert Street and 4033, 4099 and 4133 Stolberg Street and 9388 Cambie Road (“4133 Stolberg Street”) have each completed the construction and dedication of their road frontages and have requested front-end agreements.

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

The Alexandra DCC Program was established through the Cost Charges Imposition Bylaw No. 9499. Pursuant to section 566(2) of the Local Government Act, money in development cost charge reserve funds, such as the Alexandra DCC Program, may be used to pay the capital costs of providing and constructing sewage, water, drainage and highway (road) facilities, and to pay a person who incurred such capital costs if the project was completed under an agreement between that person and the City.

Pursuant to section 566(3) of the Local Government Act, the authority to make payments from the Alexandra DCC Program reserve fund must be authorized by bylaw. As such, staff recommend that attached DCC Reserve Fund Expenditure bylaws, which authorize the execution of the corresponding DCC front-end agreements by the Chief Administrative Officer and the General Manager, Engineering and Public Works, on the terms detailed below, and authorizes the release of DCC reserve funds as set out below and in further detail in the proposed agreements appended to the Bylaws, be introduced and given first, second and third readings.

DCC Reserve Fund Expenditure (4588 Dubbert Street) Bylaw No. 9847

Alexandra Road LP has completed frontage road construction as per their servicing agreement with the City and approved rezoning (RZ 14-656219), and transferred ownership of the dedicated road areas to the City. The fronting roads are included in the Alexandra DCC Program, as identified by Road Segment C4 in Figure 1. The allocated values for the fronting roads under the Alexandra DCC Program are as follows:

- Road Segment C4 (Dubbert Street from Alexandra Road to Tomicki Avenue)
 - Land: \$1,181,877.36
 - Construction: \$182,359.48

The following are the key terms and conditions of the proposed DCC front-end agreement with Alexandra Road LP:

- Alexandra Road LP contributed 50% of the land value and 10% of the construction value for road segment C4 (total value \$609,174.63).
- The City has provided to Alexandra Road LP \$138,888.29 in DCC credits as a refund for their DCC payment, per section 565 of the Local Government Act.

- The maximum compensation payable to the developer through this agreement is \$470,286.34 (\$609,174.63 less \$138,888.29 DCC credits already provided to the developer). This is based on the proportional share road segment C4 represents in the Alexandra DCC Program.
- The agreement is in effect until the earlier of:
 - i. 15 years from the completion date of road construction – March 11, 2031; or
 - ii. the date the City has collected and remitted all applicable payments to Alexandra Road LP, as described in the agreement.
- Initial payment to Alexandra Road LP is based on DCC amounts collected up to December 31, 2017 for the neighbourhood, and the value of Road Segment C4 as a percentage of total Alexandra DCC Program.
- Subsequent payments will occur annually based on annual DCC amounts collected for the neighbourhood, and the value of Road Segment C4 as a percentage of total Alexandra DCC Program.

DCC Reserve Fund Expenditure (4033, 4099 and 4133 Stolberg Street and 9388 Cambie Road)
Bylaw No. 9783

Oris Development (Cambie) Corp. (“Oris”) has completed frontage road construction as per the servicing agreement with the City and approved rezoning (RZ 07-366342) and transferred ownership of the dedicated road areas to the City. The fronting roads are included in the Alexandra DCC Program, as identified by Road Segment C6 in Figure 1. The allocated values for the fronting roads under the Alexandra DCC Program are as follows:

- Road Segment C6 (Stolberg Street from Cambie Road to McKim Way)

Land:	\$1,453,127.91
Construction:	\$224,212.47

The following are the key terms and conditions of the proposed DCC front-end agreement with Oris:

- Oris contributed 100% of the land and construction values for road section C6 (total value \$1,677,340.38).
- The City has provided to Oris \$547,170.47 in DCC credits as a refund for their DCC payment, per section 565 of the Local Government Act.
- The maximum compensation payable to Oris through this agreement is \$1,130,169.91 (\$1,677,340.38 less \$547,170.47 DCC credits already provided to Oris). This is based on the proportional share road segment C6 represents in the Alexandra DCC Program.
- The agreement is in effect until the earlier of:
 - i. 15 years from the completion date of road construction – September 24, 2029; or
 - ii. the date the City has collected and remitted all applicable payments to the developer, as described in the agreement.

- Initial payment to Oris is based on DCC amounts collected up to December 31, 2017 for the neighbourhood, and the value of Road Segment C6 as a percentage of total Alexandra DCC Program.
- Subsequent payments will occur annually based on annual DCC amounts collected for the neighbourhood, and the value of Road Segment C6 as a percentage of total Alexandra DCC Program.

Financial Impact

DCC Reserve Fund Expenditure (4588 Dubbert Street) Bylaw No. 9847

Upon execution of the agreement, initial payment to Alexandra Road LP will be \$105,531.30. Subsequent payments will occur annually based on DCC amounts collected. The maximum compensation payable through this bylaw and agreement is \$470,286.34 and payments will be made from the Alexandra Area Road DCC balance. Compensation is funded from local area DCC amounts collected from other developments in the neighbourhood.

DCC Reserve Fund Expenditure (4033, 4099 and 4133 Stolberg Street and 9388 Cambie Road) Bylaw No. 9783

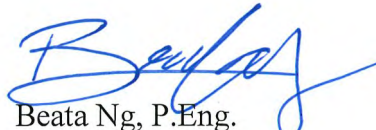
Upon execution of the agreement, initial payment to Oris will be \$125,694.22. Subsequent payments will occur annually based on DCC amounts collected. The maximum compensation payable through this bylaw and agreement is \$1,130,169.91 and payments will be made from the Alexandra Area Road DCC balance. Compensation is funded from local area DCC amounts collected from other developments in the neighbourhood.

Conclusion

The developers for 4588 Dubbert Street and 4133 Stolberg Street have each completed the construction and dedication of their road frontages, which are included in the Alexandra DCC Program, and have requested front-end agreements to recover a portion of their costs. Staff recommend that DCC Reserve Fund Expenditure (4588 Dubbert Street) Bylaw No. 9847 and DCC Reserve Fund Expenditure (4033, 4099 and 4133 Stolberg Street and 9388 Cambie Road) Bylaw No. 9783 be introduced and given first, second and third readings, to authorize the execution of the DCC front-end agreements by the Chief Administrative Officer and the General Manager, Engineering and Public Works and the release of DCC reserve funds as set out in the attached DCC front-end agreements.



Lloyd Bie, P.Eng.
Manager, Engineering Planning
(4075)



Beata Ng, P.Eng.
Project Engineer
(4257)



DCC Reserve Fund Expenditure (4588 Dubbert Street) Bylaw No. 9847

WHEREAS the Council has established a development cost charge reserve fund for road construction in the Alexandra Area (the "**DCC Reserve Fund**"); and

AND WHEREAS pursuant to sections 566(2) and 566(3) of the *Local Government Act*, Council intends to expend a portion of the monies set aside in the DCC Reserve Fund to reimburse a developer who has built part of the works that form the basis of the calculations for the development cost charges paid into the DCC Reserve Fund;

NOW THEREFORE, The Council of the City of Richmond, enacts as follows:

1. Council authorizes the execution of the DCC Front-End Agreement attached hereto as Schedule "A" by the Chief Administrative Officer and the General Manager, Engineering and Public Works.
2. Council authorizes the expenditure of up to \$470,286.34 (the "expenditure") from the DCC Reserve Fund on account of Dubbert Street land acquisition and road works, in accordance with the terms of the DCC Front-End Agreement attached hereto as Schedule "A".
3. Should any of the above expenditure remain unexpended after the expenditure hereby authorized has been made, any unexpended balance shall be returned to the credit of the DCC Reserve Fund.
4. This Bylaw is cited as "**DCC Reserve Fund Expenditure (4588 Dubbert Street) Bylaw No. 9847**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

MAYOR

CORPORATE OFFICER



Schedule “A” to Bylaw 9847

DCC Front-Ender Agreement

(see attached)

DEVELOPMENT COST CHARGE FRONT-ENDER AGREEMENT

ALEXANDRA AREA ROADS DCC PROGRAM

THIS AGREEMENT made as of _____, 2018 (the "Commencement Date").

BETWEEN:

CITY OF RICHMOND

6911 No. 3 Road
Richmond, B.C. V6Y 2C1

(the "**City**")

AND:

ALEXANDRA ROAD LP

1212-450 SW Marine Drive
Vancouver BC
V5X 0C3

(the "**Developer**")

WHEREAS:

- A. Two (2) legal parcels were consolidated to create Lot A (hereinafter defined) pursuant to a subdivision plan filed March 2, 2015 assigned number EPP45057 (the "**Subdivision Plan**");
- B. The two (2) legal parcels referred to in Recital A of this Agreement are legally described as follows:
 - a) East half of Lot 26 Block B Section 34 Block 5 North Range 6 West NWD Plan 1224; and
 - b) West half of Lot 25 Block B Section 34 Block 5 North Range 6 West NWD Plan 1224;
- C. Pursuant to the filing of the Subdivision Plan, certain lands were dedicated as road;
- D. Due to the filing of the Subdivision Plan, the Developer became the registered and beneficial owner of lands legally described as:

Lot A Block B Section 34 Block 5 North Range 6 West NWD Plan EPP4057

("Lot A")

5763228

5763228

- E. Lot A was subsequently subdivided by way of strata plan EPS3225;
- F. Pursuant to an unregistered Servicing Agreement dated February 11, 2015 (application SA 14-672672) between the City and the Developer (the **"Servicing Agreement"**), the Developer, has undertaken the construction of certain road works more particularly described in the Servicing Agreement (the **"Road Works"**) and have since transferred ownership of the Road Works, including the dedication of road areas as highway to the City at no cost to the City;
- G. Proposed road works for the Alexandra Area (as described in City of Richmond *Development Cost Charges Imposition Bylaw No. 9499*, as amended from time to time (the **"DCC Bylaw"**)) are contained within the City's Official Community Plan, adopted under Bylaw 7100, for the West Cambie Area;
- H. Section 1.2.2 and Schedule C of the DCC Bylaw provide for supplementary development cost charges in the Alexandra Area in addition to the development cost charges applicable city-wide in Richmond;
- I. The total lands that benefit from the Road Works and are therefore benefiting lands within the Alexandra DCC area, excluding parks, schools and lands owned by the City, are all the lands shown within the dotted outline on Schedule A of this Agreement (the **"Benefiting Lands"**);
- J. The City created the Alexandra Area Road DCC Program such that the owners of the Benefiting Lands shall pay development cost charges to the City when they apply for a subdivision or a building permit to a maximum of \$24,439,792.00 being the total Alexandra Area Road DCC Program value including land and construction for all the north south roads as shown on the attached Schedule A within the dotted line including related signal, turning bays and other related installations;
- K. The City created the Alexandra Area Road DCC Reserve Fund into which it shall deposit the funds received pursuant to the Alexandra Area Road DCC Program;
- L. This Agreement concerns that area labelled "Dubbert Rd" on Schedule A attached hereto between Tomicki Ave and Alexandra Rd (also known as "Road Segment C4").
- M. The allocated value of land acquisition and the Road Works under the Alexandra Area Roads DCC program for Road Segment C4 is \$1,364,236.84 (being land value of \$1,181,877.36 and construction value of \$182,359.48);
- N. The City, as of the date of this Agreement, has provided \$138,888.29 development cost charge credits to the Developer;

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- O. The Developer contributed 50% of the land value for Road Segment C4 by way of Subdivision Plan EPP45057;
- P. The Developer constructed permanent works associated with 10% of the ultimate road configuration, amounting to 10% of the road construction value for Road Segment C4;
- Q. The maximum compensation payable to the Developer under this Agreement is \$470,286.34 (the **"Agreement Value"**), being \$609,174.63 less the \$138,888.29 development cost charge credits already provided to the Developer; and
- R. Council of the City adopted Bylaw 9847 on _____, 2018, authorizing:
 - 1) the parties to enter into this Development Cost Charge Front-end Agreement pursuant to sections 565 and 566 of the *Local Government Act*, for the provision of the Road Works; and
 - 2) the payment to the Developer of the amounts described in this Agreement from the City's Alexandra Area Roads DCC Reserve Fund, in accordance with this Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

Term

- 1. The term of this Agreement begins on the Commencement Date and terminates on the earlier of:
 - (a) March 11, 2031 (being 15 years after the Completion Date (hereinafter defined)); and
 - (b) the date the City has collected and remitted all applicable payments to the Developer as described in this Agreement,
 (the **"Term"**).
- 2. The Developer acknowledges and agrees that this Agreement and the obligations of the City under this Agreement terminate on March 11, 2031, even if all applicable Development Cost Charges have not been collected in respect of the Benefiting Lands.
- 3. Despite section 1 of this Agreement, sections 4, 22, 23, 25, 26, and 27 shall survive the expiration or earlier termination of this Agreement

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Representations and Warranties

4. The Developer represents and warrants to the City that:
 - (a) the Road Works have been completed in the manner set-out in the Servicing Agreement;
 - (b) the Road Works were completed on March 11, 2016 and the City accepted the condition of the Road Works in writing by issuing a Certificate of Completion (the "**Completion Date**");
 - (c) the Developer is absolutely entitled to any and all Alexandra Road DCCs (defined in section 9 below) payable pursuant to this Agreement;
 - (d) the Developer has not assigned any of its right, title or interest in the Alexandra Road DCCs (hereinafter defined), with respect to the construction of the Road Works;
 - (e) the information set out in Schedule A of this Agreement is true and correct;
 - (f) as of the date of this Agreement, the actual cost incurred by the Developer to construct the interim and ultimate Road Works, excluding GST, is \$445,000.00;
 - (g) the allocated value of land acquisition under the Alexandra Area Roads DCC program for Road Segment C4 is \$1,181,877.36;
 - (h) the maximum compensation payable to the Developer under this Agreement from the City's Alexandra Area Roads DCC Reserve Fund is the Developer's Agreement Values (defined above), being \$609,174.63 less \$138,888.29 being development cost charge credits already provided to the Developer;
 - (i) the Developer has not received, claimed, demanded or collected money or any other consideration from any owner of the Benefiting Lands for the provision of, or in expectation of the provision of, the Road Works, other than as contemplated by this Agreement; and
 - (j) the Developer has not entered into any agreement or legal obligation with any owner of the Benefiting Lands for consideration in any way related to or connected directly or indirectly with the provision of the Road Works.

DCC Front-End Works

5. The Developer is solely responsible for the design, engineering and construction of the Road Works and for retaining consultants and entering into any contracts required to

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construct the Road Works, subject to the direction of the City.

6. The following tables set out items and amounts paid for with the collected Alexandra Road DCCs (hereinafter defined) and the payments to the Developer:

Table 1 – Contributions for the Developer

Item	Item Description	Value (\$)
(a)	Total Alexandra Area Road DCC Program value relating to the area outlined in Schedule A, comprising: - land and construction costs for all north-south roads (\$19,285,340) - related signals and turning bays required for the entire area, including arterial road improvements (\$5,154,452)	24,439,792.00
(b)	Road Segment C4 land acquisition and construction DCC value	1,364,236.84
(c)	Developer contribution to land acquisition and construction of Road Segment C4	609,174.63
(d)	% of Developer contribution for Road Segment C4, out of total DCC program = (c)/(a)	2.493%
(e)	Gross Alexandra Area Road DCC's collected, as of December 31, 2017	9,804,235.57
(f)	Portion of DCC collected payable to Developer as of December 31, 2017 = (d)*(e)	244,419.59
(g)	Total DCC credits/front-ender agreement payments already provided to Developer	138,888.29
(h)	The DCC Front-End Agreement initial payment value = (f)-(g)	105,531.30
(i)	Maximum outstanding value of this Front-End Agreement payable to the Developer = (c)-(g)-(h)	364,755.04

7. The Developer has facilitated the design, engineering and construction of the Road Works through the provision of funds as set out in this Agreement.
8. The City is not responsible for financing any of the costs of the Road Works.

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Calculation and Collection of Alexandra Road DCCs

9. In consideration of the land dedication and the completion of the Road Works by the Developer to the satisfaction of the City's General Manager of Engineering and Public Works, without incurring any cost to the City, the City agrees to impose and collect from the owners of the Benefiting Lands the road Development Cost Charges payable by them when they seek to subdivide or obtain a building permit (the "**Alexandra Road DCCs**").
10. The events upon which the City is obliged to impose and collect Alexandra Road DCCs with respect to a parcel within the Benefiting Lands are the earlier of:
 - (a) the approval of a subdivision; and
 - (b) the issuance of a building permit authorizing construction, alteration or extension of a new building or structure,

although, in practice, the City usually collects Development Cost Charges at the time of building permit issuance.
11. The Developer agree that the City is to calculate all Alexandra Road DCCs, and that the City's determination of such amounts is in each case conclusive and binding on the Developer.

Payment for DCC Front-End Works

12. The City shall pay to the Developer the sum of the Developer's Agreement Value, excluding GST, as follows:
 - (a) \$105,531.30 initial payment in accordance with item (h) in the Table 1 in Section 6 of this Agreement; and
 - (b) subsequent payments will be calculated based on a review of items (b) through (i) inclusive of the Table 1 in section 6 of this Agreement and to the extent of the Alexandra Road DCCs collected during the Term from the Benefiting Lands in accordance with sections 9 and 10 of this Agreement.
13. Subject to there being sufficient reserves in the Alexandra Area Road DCC Reserve Fund, the City will, in accordance with the then applicable City policies and procedures, remit to the Developer on or before June 30th of each year of the Term the amounts described in Section 12(b), or such outstanding portion thereof as may be available in the Alexandra Area Road DCC Reserve Fund at such time, based on the City's audited financial statements of the previous fiscal year.

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14. If there are any unpaid payments due to there being insufficient reserves in the City's account designated for this purpose, the City will pay such payments upon being in receipt of sufficient reserves in the City's account designated for this purpose.
15. After the Term has expired, the City shall have no further obligation to the Developer to make any payment pursuant to this Agreement.
16. The Developer acknowledges and agrees that no interest is payable by the City on Alexandra Road DCCs for the period between its receipt by the City and the City's payment to the Developer of the sum of the Developer's Agreement Value.
17. The Developer acknowledges and agrees that the City is not obliged to make any payments under this Agreement except to the extent that the owner of a parcel within the Benefiting Lands has actually paid Alexandra Road DCCs to the City.
18. The Developer acknowledges and agrees that once the City has fully paid out the total Alexandra Area Road DCC Program value (\$24,439,792.00), the City may elect in its sole discretion (subject however to compliance with any City bylaw requirements) to discontinue collecting Alexandra Area Roads DCCs.
19. The Developer acknowledges and agrees that it is possible that the City may not ever fully reimburse the Developer for all its costs in providing the land dedicated for Road and in providing the Road Works. Accordingly, the Developer acknowledges and agrees that it will not make a claim against the City or City Personnel for any lack of full reimbursement for all the Developer's costs in providing the land dedicated for Road and the Road Works.
20. The Developer acknowledges and agrees that the City does not owe the Developer any monies for the cost of the Road Works or for the land dedicated for Road.
21. The Developer shall provide the City from time to time with a current address to which amounts payable under this Agreement may be sent by ordinary mail, if such address is different from the address first set-out above. If the Developer fails to provide such address to the City and amounts sent to the address set out in this Agreement or the most recently provided address are returned to the City, the City may retain such amounts for its own use and is thereafter discharged from any obligation to remit the remaining Alexandra Road DCCs.

Release and Indemnity

22. The Developer hereby releases, waives and agrees not to commence legal proceedings against the City, or its elected officials, officers, employees, agents, or contractors ("**City Personnel**"), from and in respect of any duty, obligation or liability of any of them in way

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connected with any error, omission or act relating to this Agreement, including without limitation, failure to pass any resolution, adopt any bylaw, enter into any agreement, or impose, calculate or collect any Alexandra Road DCCs .

23. The Developer hereby releases, waives and agrees to indemnify and save the City harmless from and against all costs, expenses, damages, claims, demands, actions, suits and liability by whomever brought or made and however arising whether directly or indirectly, from any misrepresentation by the Developer or breach of this Agreement by the Developer.

Assignment

24. The Developer shall not assign or transfer its rights under this Agreement without the City's prior written consent.
25. In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the City may pay any benefits accruing under this agreement, after notice, to the assignee where specific assignment is made and consented to, if applicable, or in all other cases, to the successor of the Developer as the City, in its sole discretion, deems entitled to such benefits. In the event of conflicting demands being made on the City for benefits accruing under this agreement, the City may at its option commence an action in interpleader joining any party claiming rights under this agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability on paying the person or persons whom the court having jurisdiction over such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this agreement and the City shall have a right of set-off in respect of such fees and costs.
26. The Developer acknowledges and agrees that the City is released from any liability under this Agreement by paying amounts payable to the Developer to the assignee(s), transferee(s) or successor(s) considered by the City, in its sole discretion, to be entitled to receive those payments or by paying the amounts payable to the Developer under this Agreement to the person whom the Supreme Court of British Columbia orders in any interpleader proceedings is entitled to receive those amounts, or as otherwise ordered by the Supreme Court of British Columbia.

General Provisions

27. The Developer represents and warrants to the City that:
 - (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement;

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- (b) all necessary corporate actions and proceedings have been taken to authorize entry into and performance of this Agreement;
 - (c) this Agreement shall be fully and completely binding upon such party in accordance with the terms hereof;
 - (d) neither the execution and delivery, nor the performance of or covenants in, this Agreement breaches any other agreement or obligation or causes default of any other agreement or obligation on the part of such party; and
 - (e) the foregoing representations and warranties shall have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of such party or any other matter whatsoever.
28. Any notice to be given under this Agreement shall be in writing and may be delivered personally or sent by prepaid registered mail. The addresses of the parties for the purpose of notice shall be the addresses set-out in this Agreement. Any party may at any time give notice in writing to another of any change of address.
29. No partnership, joint venture or agency involving the City or the Developer is created by or under this Agreement and the Developer will not have the authority to commit and will not purport to commit the City to the payment of any money to any person.
30. The parties each agree that this Agreement creates only contractual rights and obligations among them and each party by this section agrees that no tort or other duty, obligation or liability is created by or under this Agreement (including any duty of care or fiduciary duty).
31. This Agreement is the entire agreement among the parties, apart from the Servicing Agreement between the Developer and the City, and supersedes and terminates all previous agreements, promises, representations and warranties respecting the subject matter of this Agreement. The City has made no representations, warranties, guarantees, promises, covenants or agreements to or with the Developer other than those in this Agreement and the Servicing Agreement. For certainty, the Developer each acknowledge and agree that the City has not made or given any representations or warranties to the Developer respecting the subject matter of this Agreement.
32. No amendment to this Agreement is valid unless in writing and executed by the parties.
33. Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.

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34. If any section, or lesser portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the invalidity of such section or portion shall not affect the validity of the remainder.
35. Time is of the essence of this Agreement.
36. This Agreement shall enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and permitted assigns.
37. 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 Developer 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 as if this Agreement had not been executed and delivered by the parties.
38. The laws of British Columbia are to govern its interpretation and enforcement and each of the City and the Developer accepts the jurisdiction of the courts of British Columbia. If a party to this Agreement consists of more than one person, firm, or corporation, the covenants and obligations of such party under this Agreement shall be joint and several.
39. This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have set their hands and seals on the day and year first above written.

CITY OF RICHMOND

by its authorized signatory:

George Duncan
Chief Administrative Officer

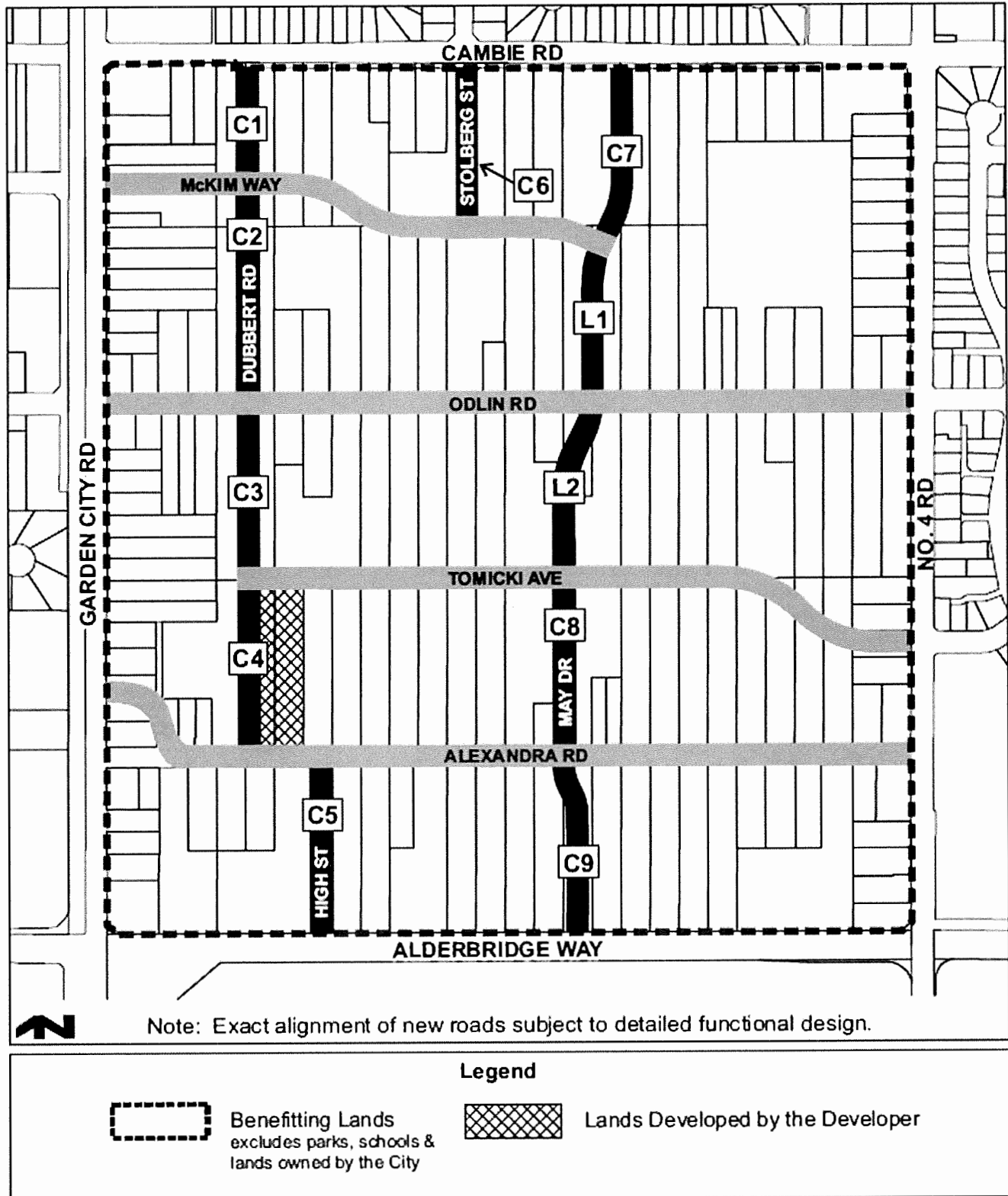
Robert Gonzalez
General Manager, Engineering & Public Works

ALEXANDRA ROAD LP,
by its General Partner,
ALEXANDRA ROAD GP INC.
by its authorized signatory:

Print Name:
Print Title:

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Schedule A



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**DCC Reserve Fund Expenditure (4033, 4099 and 4133 Stolberg Street
and 9388 Cambie Road) Bylaw No. 9783**

WHEREAS the Council has established a development cost charge reserve fund for road construction in the Alexandra Area (the “DCC Reserve Fund”); and

AND WHEREAS pursuant to sections 566(2) and 566(3) of the *Local Government Act*, Council intends to expend a portion of the monies set aside in the DCC Reserve Fund to reimburse a developer who has built part of the works that form the basis of the calculations for the development cost charges paid into the DCC Reserve Fund;

NOW THEREFORE, The Council of the City of Richmond, enacts as follows:



1. Council authorizes the execution of the DCC Front-End Agreement in substantially similar form to that attached hereto as Schedule “A” by the Chief Administrative Officer and the General Manager, Engineering and Public Works.
2. Council authorizes the expenditure of up to \$1,130,169.91 (the “expenditure”) from the DCC Reserve Fund on account of Stolberg Street land acquisition and road works, in accordance with the terms of the DCC Front-End Agreement attached hereto as Schedule “A”.
3. Should any of the above expenditure remain unexpended after the expenditure hereby authorized has been made, any unexpended balance shall be returned to the credit of the DCC Reserve Fund.
4. This Bylaw is cited as “DCC Reserve Fund Expenditure (4033, 4099 and 4133 Stolberg Street and 9388 Cambie Road) Bylaw No. 9783”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.

APPROVED for legality by Solicitor


MAYOR

CORPORATE OFFICER

Schedule "A" to Bylaw 9783

DCC Front-Ender Agreement

(see attached)

DEVELOPMENT COST CHARGE FRONT-ENDER AGREEMENT

ALEXANDRA AREA ROADS DCC PROGRAM

THIS AGREEMENT made as of June____, 2018 (the “**Commencement Date**”).

BETWEEN:

CITY OF RICHMOND

6911 No. 3 Road
Richmond, B.C. V6Y 2C1

(the “**City**”)

AND:

ORIS DEVELOPMENT (CAMBIE) CORP.

Incorporation No. BC0786708
12235 No. 1 Road
Richmond, B.C. V7E 1T6

(“**Oris**”)

AND:

S-232 HOLDINGS LTD.

Incorporation No. BC0861890
215-8171 Cook Road
Richmond, B.C. V6Y 3T8

(“**S-232**”)

(Oris and S-232 are together referred to as the “**Developers**”)

WHEREAS:

- A. Three (3) legal parcels were consolidated to create Lot A (hereinafter defined) pursuant to a subdivision plan filed September 28, 2009 assigned number BCP42345 (the “**Subdivision Plan**”);
- B. The three (3) legal parcels referred to in Recital A of this Agreement are legally described as follows as follows:
 - a) PID:004 869 745 Lot 32 Section 34 Block 5 North Range 6 West NWD Plan 25359;
 - b) PID:003 526 828 Lot 61 Section 34 Block 5 North Range 6 West NWD Plan 50506;
and
 - c) PID:003 526 220 Lot 62 Section 34 Block 5 North Range 6 West NWD Plan 50506;

- C. Three (3) legal parcels were consolidated to create Lot B (hereinafter defined) pursuant the filing of the Subdivision Plan;
- D. The three (3) legal parcels referred to in Recital C of this agreement are legally described as follows as follows:
 - a) PID:012 030 619 East Half Lot 8 Bl "A" Section 34 Block 5 North Range 6 West NWD Plan 1224;
 - b) PID:001 035 479 The East Half Lot 7 Bl "A" Section 34 Block 5 North Range 6 West NWD Plan 1224; and
 - c) PID:003 483 681 West Half Lot 8 Bl "A" Section 34 Block 5 North Range 6 West NWD Plan 1224;
- E. Pursuant to the filing of the Subdivision Plan, certain lands were dedicated as road, principally from the lots referred to in Recital B of this Agreement;
- F. Due to the filing of the Subdivision Plan, Oris became the registered and beneficial owner of lands legally described as:

PID: 028-092-082 Lot A, Section 34, Block 5 North, Range 6 West, New Westminster District, Plan BCP42345

(**"Lot A"**);
- G. Due to the filing of the Subdivision Plan, S-8070 Holdings Ltd. Incorporation Number 638403 (**"S-8070"**) became the registered and beneficial owner of lands legally described as:

PID: 028-092-112 Lot B, Section 34, Block 5 North, Range 6 West, New Westminster District, Plan BCP42345

(**"Lot B"**);
- H. On September 22, 2009, S-232 Holdings Ltd. incorporation number BC0345150 and S-8070 amalgamated to create S-232 Holdings Ltd. under incorporation number BC0861890;
- I. On December 1, 2009, the title to Lot B in the name of S-8070 was cancelled;
- J. On December 1, 2009, the title to Lot B was raised in the name of S-232 Holdings Ltd. (**"S-232"**);
- K. Pursuant to an unregistered Servicing Agreement dated September 25, 2009

(application SA 08-434616) between the City and the Developers (the “**Servicing Agreement**”), the Developers agreed, at the Developers’ expense, to undertake the construction of certain road works more particularly described in the Servicing Agreement (the “**Road Works**”) and to transfer ownership of the Road Works, including the dedication of road areas as highway, following completion thereof to the City at no cost to the City (the “**Road Dedication**”);

- L. The Road Works were completed in the manner set out in the Servicing Agreement to the satisfaction of the City’s General Manager of Engineering and Public Works on September 24, 2014 (the “**Completion Date**”);
- M. The City has accepted the condition of the Road Works and provided written evidence of such acceptance by issuing a Certificate of Completion to the Developers;
- N. The Road Dedication has been completed;
- O. While Oris and S-8070 were together defined as the developer in the Servicing Agreement and although S-232 is the successor in interest to S-8070, Oris solely facilitated the design, engineering and construction of the Road Works and the completion of the Road Dedication, and paid the costs thereof;
- P. Proposed road works for the Alexandra Area (as described in City of Richmond *Development Cost Charges Imposition Bylaw No. 9499*, as amended from time to time (the “**DCC Bylaw**”)) are contained within the City’s Official Community Plan, adopted under Bylaw 7100, for the West Cambie Area;
- Q. Section 1.2.2 and Schedule C of the DCC Bylaw provide for supplementary development cost charges in the Alexandra Area in addition to the development cost charges applicable city-wide in Richmond;
- R. The total lands that benefit from the Road Works and are therefore benefiting lands within the Alexandra Area as described in the DCC Bylaw, excluding parks, schools and lands owned by the City, are all the lands shown within the dotted outline on Schedule A of this Agreement (the “**Benefiting Lands**”);
- S. The City created the Alexandra Area Road DCC Program such that the owners of the Benefiting Lands shall pay development cost charges to the City when they apply for a subdivision or a building permit to a maximum of \$24,439,792.00, being the total Alexandra Area Road DCC Program value including land and construction for all the north south roads as shown on the attached Schedule A within the dotted line including related signal, turning bays and other related installations;
- T. The City created the Alexandra Area Road DCC Reserve Fund into which it shall deposit the funds received pursuant to the Alexandra Area Road DCC Program;

- U. This Agreement concerns the area labelled as "Stolberg Street" on Schedule A attached hereto (such area is also known as "Road Segment C6") ("**Stolberg Street**") and is being entered into for the purpose of compensating Oris, as front-ending developer, for the cost of carrying out the Road Dedication and the Road Works in the Alexandra Area pursuant to the Servicing Agreement by paying to Oris as development cost charge credits (the "**DCC Credits**") the Alexandra Road DCCs (as hereinafter defined in Section 9) amounts collected by the City under the Alexandra Area Road DCC Program, up to a maximum of the Total Eligible DCC Program Amount (as hereinafter defined in Recital V);
- V. The total value of the DCC Credits payable to Oris, being the allocated value of the Road Works and the Road Dedication, under the Alexandra Area Roads DCC program for Stolberg Street is \$1,677,340.38 (being land value of \$1,453,127.91 and construction value of \$224,212.47) (the "**Total Eligible DCC Program Amount**");
- W. The City, as of the date of this Agreement, has paid \$547,170.47 (the "**Paid DCC Credit Amount**") in DCC Credits to Oris under the City's DCC Form 20120005 and DCC Form 6819;
- X. The maximum compensation payable to Oris under this Agreement from the City's Alexandra Area Roads DCC Reserve Fund is \$1,130,169.91 (the "**Agreement Value**"), being the Total Eligible DCC Program Amount less the Paid DCC Credit Amount; and
- Y. Council of the City adopted Bylaw 9783, authorizing:
 - 1) the parties to enter into this Development Cost Charge Front-ender Agreement pursuant to Sections 565 and 566 of the *Local Government Act*, for the provision of the Road Works; and
 - 2) the payment to Oris of the Agreement Value from the City's Alexandra Area Roads DCC Reserve Fund, in accordance with this Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

Term

- 1. The term of this Agreement begins on the Commencement Date and terminates on the earlier of:
 - (a) September 24, 2029 (being 15 years after the Completion Date (hereinafter defined)); and
 - (b) the date the City has collected and remitted all applicable payments to Oris as described in this Agreement,

(the “Term”).

2. The Developers acknowledge and agree that this Agreement and the obligations of the City under this Agreement terminate on September 24, 2029, even if all applicable Alexandra Road DCCs have not been collected in respect of the Benefiting Lands.
3. Despite Section 1 of this Agreement, Sections 4, 22, 23, 25, 26, 27, 28 and 29 shall survive the expiration or earlier termination of this Agreement

Representations and Warranties

4. The Developers represent and warrant to the City that:
 - (a) Oris is absolutely entitled to any and all DCC Credits and the Agreement Value payable by the City pursuant to this Agreement;
 - (b) Neither Oris nor S-232 has assigned any of its right, title or interest in the DCC Credits or the Agreement Value;
 - (c) the information set out in Schedule A of this Agreement is true and correct;
 - (d) the Developers have not received, claimed, demanded or collected money or any other consideration from any owner of the Benefiting Lands for the provision of, or in expectation of the provision of, the Road Works, other than as contemplated by this Agreement; and
 - (e) the Developers have not entered into any agreement or legal obligation with any owner of the Benefiting Lands for consideration in any way related to or connected directly or indirectly with the provision of the Road Works.
5. Oris represents and warrants to the City that, as of the date of this Agreement, the actual cost incurred by Oris to construct the Road Works, excluding GST, is \$713,182.00.
6. S-232 represents and warrants to Oris and the City that:
 - (a) S-232 did not provide any land dedicated for Stolberg Road or contribute any money towards the Road Works; and
 - (b) S-232 has no right, title or interest whatsoever in the Agreement Value or the DCC Credits in respect of the Road Dedication or the completed Road Works and hereby waives any entitlement to the Agreement Value and the DCC Credits.

DCC Front-End Works

7. The following table sets out the items and amounts used to calculate the Agreement

Value payable by the City from the City's account designated for the Alexandra Road DCCs (the "**Alexandra Area Road DCC Reserve Fund**") to Oris for the front-end works it has performed:

Table 1 – Contributions for the Developers

Item	Item Description	Value (\$)
(a)	Total Alexandra Area Road DCC Program value relating to the area shown outlined in broken bold on Schedule A, comprising: <ul style="list-style-type: none"> - land and construction costs for all north-south roads (\$19,285,340.00), and - related signals and turning bays required for the entire area, including arterial road improvements (\$5,154,452.00) 	24,439,792.00
(b)	Stolberg Street (Road Segment C6) land and construction DCC value	1,677,340.38
(c)	Stolberg Street (Road Segment C6) value as a percentage of total Alexandra Area Road DCC Program value = (b)/(a)	6.863%
(d)	Gross Alexandra Area Road DCC's collected to December 31, 2017	9,804,235.57
(e)	Portion of DCC collected payable to Oris on December 31, 2017 = (c)x(d)	672,864.69
(f)	Total DCC Credits/Front-End Agreement Payments already provided to Oris	547,170.47
(g)	The DCC Front-End Agreement Initial Payment Value = (e)-(f).	125,694.22
(h)	The maximum outstanding value of this Front-End Agreement payable to the Oris = (b)-(f)-(g)	1,004,475.69

8. The City is not responsible for financing any of the costs of the Road Works.

Calculation and Collection of Alexandra Road DCCs

9. In consideration of the Road Dedication and completion of the Road Works by Oris, the City agrees, without incurring any cost to the City, to impose and collect from the owners of the Benefiting Lands the road development cost charges payable by them when they seek to subdivide or obtain a building permit (the "**Alexandra Road DCCs**") and deposit such amounts into the Alexandra Road DCC Reserve Fund.
10. The events upon which the City is obliged to impose and collect Alexandra Road DCCs with respect to a parcel within the Benefiting Lands are the earlier of:

- (a) the approval of a subdivision; and
- (b) the issuance of a building permit authorizing construction, alteration or extension of a new building or structure,

although, in practice, the City usually collects development cost charges at the time of building permit issuance.

11. The Developers agree that the City is to calculate all Alexandra Road DCCs, and that the City's determination of such amounts is in each case conclusive and binding on the Developers.

Payment for DCC Front-End Works

12. The City shall pay to Oris the sum of the Agreement Value, excluding GST, as follows:
 - (a) an initial payment of \$125,694.22, such amount being the DCC Front-End Agreement Payment Value specified in item (g) of Table 1 in Section 7 of this Agreement, within thirty (30) business day of full execution of this Agreement; and
 - (b) the \$1,004,475.69 balance of the Agreement Value, such amount being the value specified in item (h) of Table 1 in Section 7 of this Agreement, will be paid as and to the extent that Alexandra Road DCCs are collected during the Term from the Benefiting Lands in accordance with Sections 9, 10 and 21 of this Agreement.
13. Subject to there being sufficient reserves in the Alexandra Area Road DCC Reserve Fund, the City will, in accordance with the then applicable City policies and procedures, remit to Oris on or before June 30th of each year of the Term the amount described in Section 12(b), or such outstanding portion thereof as may be available in the Alexandra Area Road DCC Reserve Fund at such time, based on the City's audited financial statements for the previous year.
14. If there are any unpaid payments due to there being insufficient reserves in the Alexandra Area Road DCC Reserve Fund, the City will pay such payments upon being in receipt of sufficient reserves in the Alexandra Area Road DCC Reserve Fund.
15. After the Term has expired, the City shall have no further obligation to Oris to make any payment pursuant to this Agreement.
16. Oris acknowledges and agrees that no interest is payable by the City on Alexandra Road DCCs for the period between their receipt by the City and their payment to Oris to the sum of the Agreement Value.
17. The Developers acknowledge and agree that the City is not obliged to make any payments under this Agreement except to the extent that the owner of a parcel within the Benefiting Lands has actually paid Alexandra Road DCCs to the City.

18. The Developers acknowledge and agree that once the City has collected the full Alexandra Area Road DCC Program value (\$24,439,792.00), the City may elect in its sole discretion (subject however to compliance with any City bylaw requirements) to discontinue collecting Alexandra Area Roads DCCs.
19. The Developers acknowledge and agree that it is possible that the City may not ever fully reimburse Oris for all its costs in providing the Road Dedication and in providing the Road Works. Accordingly, the Developers acknowledge and agree that they will not make a claim against the City or City Personnel for any lack of full reimbursement for all the Developers' costs in providing the Road Dedication and the Road Works.
20. Oris shall provide the City from time to time with a current address(es) to which amounts payable under this Agreement may be sent by ordinary mail, if such address is different from the addresses first set-out above. If Oris fails to provide such address to the City and any amount sent to the address set out in this Agreement or the most recently provided address is returned to the City, the City will hold such money for Oris until such time as Oris provides the City with a current address (at which time the City will then pay such funds to Oris) or until expiry of the Term. After expiry of the Term, the City may retain such returned amounts for its own use and is thereafter discharged from any obligation to remit same to Oris.
21. Subject to the right of assignment set out in Section 24, the Developers direct that the amounts payable to the Developers pursuant to this Agreement from the City's Alexandra Area Roads DCC Reserve Fund be paid as follows:
 - a) To Oris: 6.863% of whatever amounts the City collects each year of the Term in connection with the Alexandra Road DCCs (such amounts collected determined in the City's sole discretion) to a total maximum value of \$1,004,475.69; and
 - b) To S-232: 0% of whatever amounts the City collects each year of the Term in connection with the Alexandra Road DCCs (such amounts collected determined in the City's sole discretion), being \$0.00.

Release and Indemnity

22. The Developers hereby jointly and severally release, waive and agree not to commence legal proceedings against the City, or its elected officials, officers, employees, agents, or contractors ("**City Personnel**"), from and in respect of any duty, obligation or liability of any of them in way connected with any error, omission or act relating to this Agreement, including without limitation, failure to pass any resolution, adopt any bylaw, enter into any agreement, or impose, calculate or collect any Alexandra Road DCCs .
23. The Developers hereby jointly and severally release, waive and agree to indemnify and save the City harmless from and against all costs, expenses, damages, claims, demands,

actions, suits and liability by whomever brought or made and however arising whether directly or indirectly, from any misrepresentation by the Developers or breach of this Agreement by the Developers.

Assignment

24. Neither Developer shall assign or transfer its rights under this Agreement without the City's prior written consent. Notwithstanding the foregoing, either Developer may assign or transfer some or all of its rights under this Agreement to the other Developer upon written notice to the City.
25. In the event of the assignment or transfer of the rights of Oris voluntarily, or by operation of law, the City may pay any benefits accruing under this agreement, after notice, to the assignee where specific assignment is made and consented to, if applicable, or in all other cases, to the successor of Oris as the City, in its sole discretion, deems entitled to such benefits. In the event of conflicting demands being made on the City for benefits accruing under this agreement, the City may at its option commence an action in interpleader joining any party claiming rights under this agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability on paying the person or persons whom the court having jurisdiction over such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this agreement and the City shall have a right of set-off in respect of such fees and costs.
26. In the event of the assignment or transfer of the rights of S-232 voluntarily, or by operation of law, the City may pay any benefits accruing under this agreement, after notice, to the assignee where specific assignment is made and consented to, or in all other cases, to the successor of S-232 as the City, in its sole discretion, deems entitled to such benefits. In the event of conflicting demands being made on the City for benefits accruing under this agreement, the City may at its option commence an action in interpleader joining any party claiming rights under this agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability on paying the person or persons whom the court having jurisdiction over such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this agreement and the City shall have a right of set-off in respect of such fees and costs.
27. Oris and S-232 acknowledge and agree that the City is released from any liability under this Agreement by paying amounts payable to Oris and/or S-232 to the assignee(s), transferee(s) or successor(s) considered by the City, in its sole discretion, to be entitled to receive those payments or by paying the amounts payable to Oris and/or S-232 under

this Agreement to the person whom the Supreme Court of British Columbia orders in any interpleader proceedings is entitled to receive those amounts, or as otherwise ordered by the Supreme Court of British Columbia.

General Provisions

28. Oris represents and warrants to the City that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement;
- (b) all necessary corporate actions and proceedings have been taken to authorize entry into and performance of this Agreement;
- (c) this Agreement shall be fully and completely binding upon such party in accordance with the terms hereof;
- (d) neither the execution and delivery, nor the performance of or covenants in, this Agreement breaches any other agreement or obligation or causes default of any other agreement or obligation on the part of such party; and
- (e) the foregoing representations and warranties shall have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of such party or any other matter whatsoever.

29. S-232 represents and warrants to the City that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement;
- (b) all necessary corporate actions and proceedings have been taken to authorize entry into and performance of this Agreement;
- (c) this Agreement shall be fully and completely binding upon such party in accordance with the terms hereof;
- (d) neither the execution and delivery, nor the performance of or covenants in, this Agreement breaches any other agreement or obligation or causes default of any other agreement or obligation on the part of such party; and
- (e) the foregoing representations and warranties shall have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of such party or any other matter whatsoever.

30. Any notice to be given under this Agreement shall be in writing and may be delivered personally or sent by prepaid registered mail. The addresses of the parties for the purpose of notice shall be the addresses set-out in this Agreement. Any party may at any time give notice in writing to another of any change of address.
31. No partnership, joint venture or agency involving the City or Oris or S-232 is created by or under this Agreement and neither Oris nor S-232 will have the authority to commit and will not purport to commit the City to the payment of any money to any person.
32. The parties each agree that this Agreement creates only contractual rights and obligations among them and each party by this section agrees that no tort or other duty, obligation or liability is created by or under this Agreement (including any duty of care or fiduciary duty).
33. This Agreement is the entire agreement among the parties, apart from the Servicing Agreement between the Developers and the City, and supersedes and terminates all previous agreements, promises, representations and warranties respecting the subject matter of this Agreement. The City has made no representations, warranties, guarantees, promises, covenants or agreements to or with the Developer or S-232 other than those in this Agreement and the Servicing Agreement. For certainty, Oris and S-232 each acknowledge and agree that the City has not made or given any representations or warranties to Oris and/or S-232 respecting the subject matter of this Agreement.
34. No amendment to this Agreement is valid unless in writing and executed by the parties.
35. Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.
36. If any Section, or lesser portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the invalidity of such Section or portion shall not affect the validity of the remainder.
37. Time is of the essence of this Agreement.
38. This Agreement shall enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and permitted assigns.
39. 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 Oris or S-232 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 as if this Agreement had not been executed and delivered by the parties.

40. The laws of British Columbia are to govern its interpretation and enforcement and each of the City and the Developer accepts the jurisdiction of the courts of British Columbia. If a party to this Agreement consists of more than one person, firm, or corporation, the covenants and obligations of such party under this Agreement shall be joint and several.
41. This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF the parties have set their hands and seals on the day and year first above written.

CITY OF RICHMOND

by its authorized signatory:

George Duncan
Chief Administrative Officer

Robert Gonzalez
General Manager, Engineering & Public Works

ORIS DEVELOPMENT (CAMBIE) CORP.

by its authorized signatory:

Print Name:
Print Title:

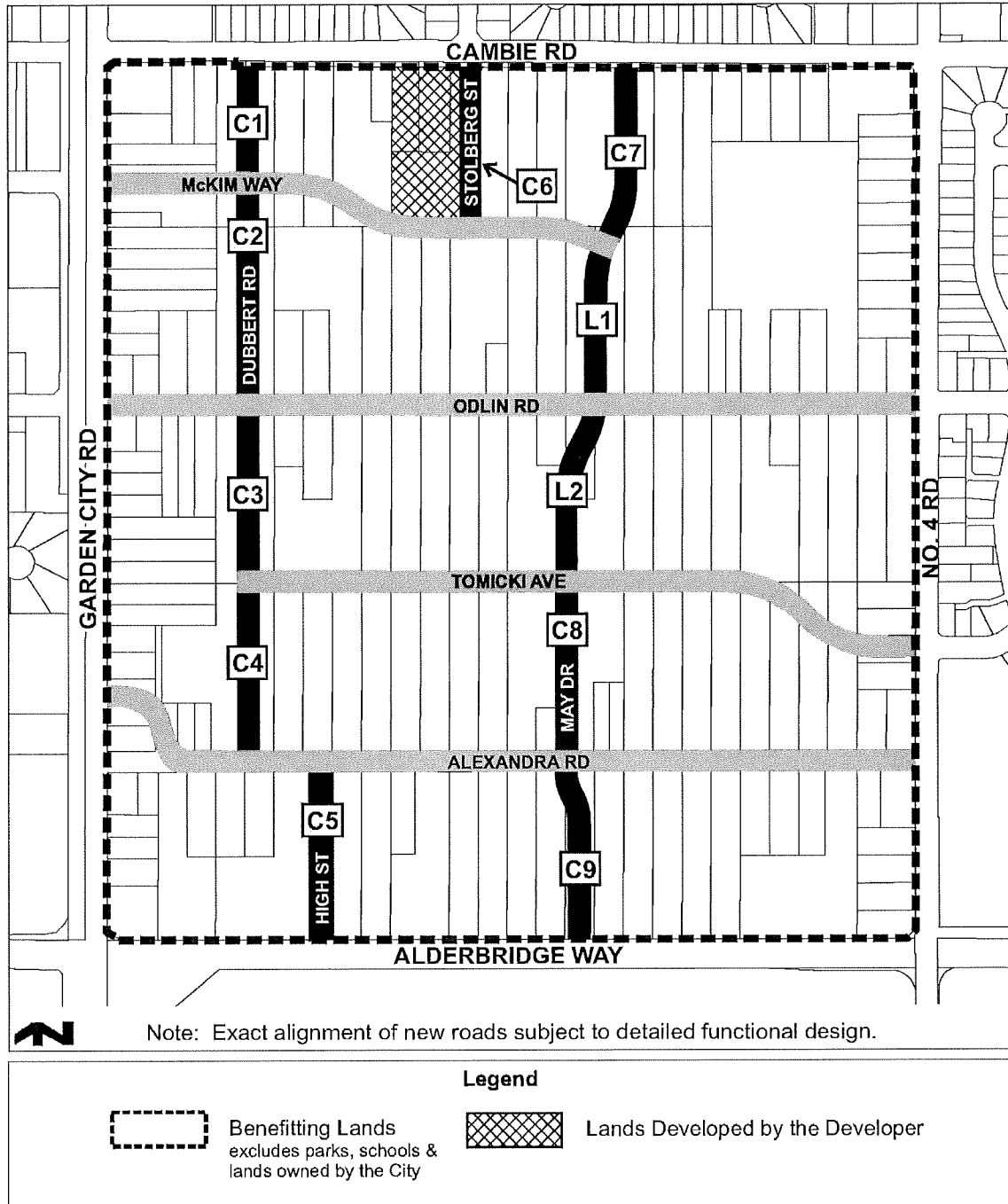
S-232 HOLDINGS LTD.

by its authorized signatory:

Print Name:
Print Title:

SCHEDULE "A"

Schedule A






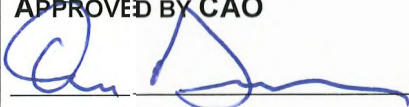


To: Public Works and Transportation Committee **Date:** October 11, 2018
From: John Irving, P.Eng. MPA **File:** 10-6060-01/2018-Vol
Director, Engineering 01
Re: **2018 Submission to the Investing in Canada Infrastructure Program Green
Infrastructure – Environmental Quality Sub-Stream:
Hamilton Area Sanitary Sewer and Pump Station**

Staff Recommendation

1. That the submission to the Investing in Canada Infrastructure Program Green Infrastructure – Environmental Quality Sub-Stream requesting funding for up to 73.33% of the \$1,700,000 cost for the Hamilton Area Sanitary Sewer and Pump Station project be endorsed;
2. That the Chief Administrative Officer and the General Manager of Engineering and Public Works be authorized to enter into funding agreements with the Government of Canada and/or the Province of BC 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.


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

REPORT CONCURRENCE		
ROUTED TO: Finance Department Sewerage & Drainage	CONCURRENCE <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

On May 31, 2018, Investing in Canada Infrastructure Program (ICIP) Green Infrastructure – Environmental Quality Sub-Stream announced a call for applications from local governments for projects that help communities address infrastructure needs, while supporting environmental quality through infrastructure projects including improvements to treatment and management of drinking water, wastewater and stormwater, as well as reductions to soil and air pollutants through solid waste diversion and remediation.

The deadline for applications was August 29, 2018. Staff submitted an application for the Hamilton Area Sanitary Sewer and Pump Station project. Council approved \$1,700,000 as part of the 2017 Capital Plan.

The purpose of this report is to seek Council's endorsement on the submission to ICIP Green Infrastructure – Environmental Quality Sub-Stream grant funding for up to 73.33% of the project cost, for a total of \$1,246,610.

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.

6.1. Safe and sustainable infrastructure.

This report supports Council's 2014-2018 Term Goal #7 Strong Financial Stewardship:

Maintain the City's strong financial position through effective budget processes, the efficient and effective use of financial resources, and the prudent leveraging of economic and financial opportunities to increase current and long-term financial sustainability.

7.4. Strategic financial opportunities are optimized.

Analysis

The Hamilton Area Sanitary Sewer and Pump Station project will provide sanitary sewer service for the Willet sanitary catchments to support population growth projected through the City's Official Community Plan. The area is currently serviced by private septic systems and is not connected to the regional sanitary sewer system. Council approved \$1,700,000 as part of the 2017 Capital Plan. Staff are currently in the early design phase of this project and estimate that construction will be complete by end of 2020.

Staff submitted an application for the Hamilton Area Sanitary Sewer and Pump Station project to the Green Infrastructure – Environmental Quality Sub-Stream that is a component of the wider Investing in Canada Infrastructure Program (ICIP). The ICIP will provide funding through a mutual agreement between Canada and British Columbia for Green Infrastructure, Community, Culture and Recreation Infrastructure, Rural and Northern Communities Infrastructure, and Public Transit Infrastructure.

Canada and British Columbia governments are investing up to \$243.04 million in the initial intake of the ICIP Green Infrastructure – Environmental Quality Sub-Stream.

Staff submitted one project to ICIP Green Infrastructure – Environmental Quality Sub-Stream requesting grant funding:

Project	Total Estimated Cost	Potential Federal Contribution	Potential Provincial Contribution	Potential Total Senior Government Contribution
Hamilton Area Sanitary Sewer and Pump Station	\$1,700,000	Up to 40% of eligible costs (\$680,000)	Up to 33.33% of eligible costs (\$566,610)	Up to 73.33% of eligible costs (\$1,246,610)

Hamilton Area Sanitary Sewer and Pump Station project is in the Council approved 2017 Capital Plan.

Funding Details

The ICIP Green Infrastructure – Environmental Quality Sub-Stream operates through a 40% federal and 33.33% provincial funding model.

Should the funding request be successful, the City would be required to enter into a funding agreement with the Province of BC and/or the Government of Canada. The agreements are standard form agreements provided by senior levels of government and include an indemnity and release in favour of the Provincial and Federal Government. As with any submission for funding to external sources, funding is not guaranteed to be granted to assist with this project.

Financial Impact

The City of Richmond will be requesting up to \$1,246,610 for funding of the Hamilton Area Sanitary Sewer and Pump Station project from the ICIP Green Infrastructure – Environmental Quality Sub-Stream.

There is existing capital funding for the Hamilton Area Sanitary Sewer & Pump Station project in the Council approved 2017 Capital Plan for a total cost of \$1,700,000 funded by Sanitary Sewer Reserve and Development Cost Charges. Should the grant be successful, the funding source of the project will be adjusted to utilize the grant funding and reduce the Sanitary Sewer Reserve and Development Cost Charge funding sources accordingly.

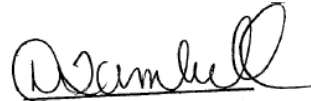
Conclusion

Staff are seeking Council's endorsement on the submission to the Investing in Canada Infrastructure Program Green Infrastructure – Environmental Quality Sub-Stream for the Hamilton Area Sanitary Sewer and Pump Station project. Richmond is requesting up to the maximum grant amount of 73.33% funding for this project for a total of \$1,246,610.



Lloyd Bie, P.Eng.
Manager, Engineering Planning
(604-276-4075)

LB:ch



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



Permissive Exemption (2019) Bylaw No. 9893

The Council of the City of Richmond enacts as follows:

PART ONE: RELIGIOUS PROPERTIES PERMISSIVE EXEMPTION

- 1.1 Pursuant to Section 224(2)(f) of the *Community Charter*, the religious halls and the whole of the parcels of land surrounding the religious halls shown on Schedule A are considered necessary to an exempt building set apart for public worship, and are hereby exempt from taxation for the 2019 year.
- 1.2 Pursuant to Section 224(2)(f) of the *Community Charter*, the portions of the parcels of land and improvements surrounding the religious halls shown on Schedule B are considered necessary to an exempt building set apart for public worship, and are hereby exempt from taxation for the 2019 year.
- 1.3 Notwithstanding Sections 1.1 and 1.2 of this bylaw, no additional exemption from taxation pursuant to Section 224(2)(f) will be granted to any parcel of land for which an associated building is not exempted by the British Columbia Assessment Authority pursuant to Section 220(1)(h) of the *Community Charter*.
- 1.4 Notwithstanding Sections 1.1 and 1.2 of this bylaw, if at any point from the period commencing on the date of Council approval of this bylaw and December 31, 2019, parcels of land or portions thereof that are listed in Schedule A or Schedule B no longer qualify for the statutory tax exemption set out in section 220(1)(h) of the *Community Charter*, such parcels of land or portions thereof will be reassessed and subject to taxation for the period commencing on the date on which qualification for the statutory tax exemption ceased and December 31, 2019.

PART TWO: TENANTED RELIGIOUS PROPERTIES PERMISSIVE EXEMPTION

- 2.1 Pursuant to Section 224(2)(g) of the *Community Charter*, the portions of land and improvements shown on Schedule C are hereby exempt from taxation for the 2019 year.

PART THREE: CHARITABLE AND RECREATIONAL PROPERTIES PERMISSIVE EXEMPTION

- 3.1** Pursuant to Section 224(2)(a) of the *Community Charter*, the whole of the parcels of land shown on Schedule D are hereby exempt from taxation for the 2019 year.
- 3.2** Notwithstanding Section 3.1 of this bylaw, no additional exemption from taxation pursuant to Section 3.1 of this bylaw will be granted to any parcel of land for which an associated building is not exempted by the British Columbia Assessment Authority pursuant to Section 220(1)(i) of the *Community Charter*.
- 3.3** Pursuant to Section 224(2)(a) and Section 224(2)(j) of the *Community Charter*, the whole of the parcels of land and improvements shown on Schedule E are hereby exempt from taxation for the 2019 year.
- 3.4** Pursuant to Section 224(2)(a) and Section 224(2)(k) of the *Community Charter*, the whole of the parcels of land and improvements shown on Schedule F are hereby exempt from taxation for the 2019 year.
- 3.5** Pursuant to Section 224(2)(a) of the *Community Charter*, the whole or portions of the parcels of land and improvements shown on Schedule G are hereby exempt from taxation for the 2019 year.
- 3.6** Pursuant to Section 224(2)(i) of the *Community Charter*, the whole or portions of land and improvements shown on Schedule H are hereby exempt from taxation for the 2019 year.
- 3.7** Pursuant to Section 224(2)(d) of the *Community Charter*, the whole or portions of land and improvements shown on Schedule I are hereby exempt from taxation for the 2019 year.

PART FOUR: MISCELLANEOUS PROVISIONS

- 4.1** Schedules A through I inclusive, which are attached hereto, form a part of this bylaw.
- 4.2** Permissive Exemption Bylaw 9730 is hereby repealed in its entirety.
- 4.3** This Bylaw is cited as “**Permissive Exemption (2019) Bylaw No. 9893**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

OCT 09 2018

OCT 09 2018

OCT 09 2018

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

MAYOR

CORPORATE OFFICER

PLACE OF PUBLIC WORSHIP PROPER & HALL

SCHEDULE A to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	MAILING ADDRESS
Bakerview Gospel Chapel (067-375-002) 8991 Francis Road	PID 009-294-902 Lot 135 Except: Parcel B (Bylaw Plan 87226) Section 21 Block 4 North Range 6 West New Westminster District Plan 23737	Bakerview Gospel Chapel 10260 Algonquin Drive Richmond, B.C. V7A 3A4
Beth Tikvah Congregation and Centre Association (099-358-999) 9711 Geal Road	PID 003-644-391 Lot 1 Except: Firstly: Part Subdivided by Plan 44537 Secondly: Part Subdivided by Plan LMP47252 Section 26 Block 4 North Range 7 West New Westminster District Plan 17824	Beth Tikvah Congregation and Centre Association 9711 Geal Road Richmond, B.C. V7E 1R4
Brighthouse United Church Hall (094-046-009) 8151 Bennett Road	PID 006 199 631 Lot 362 of Section 16 Block 4 North Range 6 West New Westminster District Plan 47516	Congregation of the United Church of BC 8151 Bennett Road Richmond, B.C. V6Y 1N4
Canadian Martyrs Parish (094-145-000) 5771 Granville Avenue	PID 003-894-266 Lot 610 Section 12 Block 4 North Range 7 West New Westminster District Plan 58494	Roman Catholic Archbishop of Vancouver 5771 Granville Avenue Richmond, B.C. V7C 1E8
Christian and Missionary Alliance (082-148-009) 3360 Sexsmith Road	PID 003-469-247 Lot 23 Except: Firstly: the East 414.3 Feet Secondly: the South 66 Feet, and Thirdly: Part Subdivided by Plan 33481 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 3404	North Richmond Alliance Church 3360 Sexsmith Road Richmond, B. C. V6X 2H8
Christian Reformed Church of Richmond (072-496-000) 9280 No. 2 Road	PID 018-262-767 Lot 2 of Section 30 Block 4 North Range 6 West New Westminster District Plan LMP9785	Christian Reformed Church of Richmond 9280 No. 2 Road Richmond, B.C. V7E 2C8

PLACE OF PUBLIC WORSHIP PROPER & HALL

SCHEDULE A to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	MAILING ADDRESS
Church in Richmond (083-953-080) 4460 Brown Road	PID 028-628-110 Lot 7 Section 33 Block 5 North Range 6 West New Westminster District Plan 3318 Part S 1/2, Except Plan 24362, Exp 24381	Church in Richmond 4460 Brown Road Richmond BC V6X 2E8
Conference of The United Mennonite Churches of B.C. (080-792-000) 11571 Daniels Road	PID 004 152 832 Lot 323 of Section 25 Block 5 North Range 6 West New Westminster District Plan 57915	Conference of Mennonites in B.C. c/o Peace Mennonite Church 11571 Daniels Road Richmond, B.C. V6X 1M7
Convention of Baptist Churches of B.C. (074-191-006) 8140 Saunders Road	PID 007-397-216 Lot 123 Section 28 Block 4 North Range 6 West New Westminster District Plan 44397	Convention of Baptist Churches of B.C. 8140 Saunders Road Richmond, B.C. V7A 2A5
Emmanuel Christian Community Society (102-050-053) 10351 No. 1 Road	PID 011-908-106 Lot 13 Block A Section 34 Block 4 North Range 7 West Except Plan 53407 New Westminster District Plan 710	Emmanuel Christian Community Society 10351 No. 1 Road Richmond, B.C. V7E 1S1
Fujian Evangelical Church (025-172-004) 12200 Blundell Road	PID 025-000-047 Lot 1 Section 19 Block A North Range 5 West New Westminster District Plan LMP49532	Fujian Evangelical Church 12200 Blundell Road Richmond, B.C. V6W 1B3
Gilmore Park United Church (097-837-001) 8060 No. 1 Road	PID 024-570-541 Strata Lot 1 Section 23 Block 4 North Range 7 West New Westminster District Strata Plan LMS3968	Congregation of the Gilmore Park United Church 8060 No. 1 Road Richmond, B.C. V7C 1T9
I Kuan Tao (Fayi Chungder) Association (084-144-013) 8866 Odlin Crescent	PID 025-418-645 Lot 30 Section 33 Block 5 North Range 6 West new Westminster District Plan LMP54149	I Kuan Tao (Fayi Chungder) Association #2100, 1075 West Georgia Street Vancouver, B.C. V6E 3G2

SCHEDULE A to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	MAILING ADDRESS
Immanuel Christian Reformed Church (062-719-724) 7600 No. 4 Road	PID 003-486-486 Parcel One Section 14 Block 4 North Range 6 West New Westminster District Reference Plan 71292	Immanuel Christian Reformed Church 7600 No. 4 Road Richmond, B.C. V6Y 2T5
Johrei Fellowship (084-786-000) 10380 Odlin Road	PID 003-485 757 East Half of Lot 4 Except: Part Subdivided by Plan 79974; Section 35 Block 5 North Range 6 West, New Westminster District Plan 5164	Johrei Fellowship Inc. 10380 Odlin Road Richmond, B.C. V6X 1E2
Lansdowne Congregation Jehovah's Witnesses (021-569-073) 11014 Westminister Highway	PID 003-578-356 Lot 107 Section 12 Block 4 North Range 6 West New Westminster District Plan 52886	Trustees of the Lansdowne Congregation Jehovah's Witnesses c/o Jurgan Halbheer 10960 Ryan Road Richmond, B.C. V6A 2G4
Lutheran Church Hall (061-166-000) 6340 No. 4 Road	PID 010-899-294 Parcel 1 of Section 11 Block 4 North Range 6 West New Westminster District Plan 77676	Our Saviour Lutheran Church of Richmond BC 6340 No. 4 Road Richmond, B.C. V6Y 2S9
Meeting Room (025-166-010) 8020 No. 5 Road Property owner registered as Gabe Csanyi, Jonathan Csanyi, Wayne Coleman, Bruce Anstey	PID 016-718-739 Lot A Section 19 Block 4 North Range 5 West New Westminster District Plan 86178	Meeting Room Attn: Jonathan Csanyi 9034 187 Street Surrey, BC V4N 3N4
North Richmond Alliance Church (063-418-009) 9140 Granville Avenue	PID 017-691-842 Lot 1 (BF53537) Section 15 Block 4 North Range 6 West New Westminster Plan 7631	North Richmond Alliance Church 9140 Granville Avenue Richmond, B.C. V6Y 1P8
Our Saviour Lutheran Church of Richmond (061-166-000) 6340 No. 4 Road	PID 010-899-294 Parcel 1 of Section 11 Block 4 North Range 6 West New Westminster District Plan 77676	Our Saviour Lutheran Church of Richmond 6340 No. 4 Road Richmond, B.C. V6Y 2S9

PLACE OF PUBLIC WORSHIP PROPER & HALL

SCHEDULE A to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	MAILING ADDRESS
The Public School of Vancouver Archdiocese (067-043-063) 8251 St. Albans Road	PID 010 900 691 Lot 15 Except: Firstly: Part Dedicated as Road on Plan 20753, Secondly: Part Subdivided by Plan 58438; Section 21 Block 4 North Range 6 West New Westminster District Plan 3238	Catholic Independent Schools of Vancouver Archdiocese St. Paul's Roman Catholic Parish 8251 St. Alban's Road Richmond, B.C. V6Y 2L2
Richmond (Bethel) Mennonite Church (030-869-001) 10160 No. 5 Road	PID 017 945 054 Lot A (BF302986) Section 31 Block 4 North Range 5 West New Westminster District Plan 35312	B.C. Conference of the Mennonite Brethren Churches 10200 No. 5 Road Richmond, B.C. V7A 4E5
Richmond Chinese Evangelical Free Church (025-162-005) 8049 No 5 Road	PID 004-332-695 South 100 feet West Half Lot 1 Block "A" Section 19 Block 4 North Range 5 West New Westminster District Plan 4090	Richmond Chinese Evangelical Free Church Inc. 8040 No. 5 Road Richmond, B.C. V6Y 2V4
Richmond Chinese Alliance Church (102-369-073) 10100 No. 1 Road	PID 003-898-474 Lot 68 Section 35 Block 4 North Range 7 West New Westminster District Plan 31799	Christian and Missionary Alliance (Canadian Pacific District) 107 – 7585 132 nd Street Surrey, B.C. V2W 1K5
Richmond Faith Fellowship (085-780-002) 11960 Montego Street	PID 010-267-930 Lot A Except: Parcel E (Bylaw Plan LMP22889), Section 36 Block 5 North Range 6 West New Westminster District Plan 17398	Northwest Canada Conference Evangelical Church 11960 Montego Street Richmond, B.C. V6X 1H4
Richmond Gospel Hall (098-373-006) 5651 Francis Road	PID 008-825-025 Lot 45 Except: Parcel A (Statutory Right of Way Plan LMP11165) Section 24 Block 4 North Range 7 West New Westminster District Plan 25900	Congregation of the Richmond Gospel Hall 5651 Francis Road Richmond, B.C. V7C 1K2

PLACE OF PUBLIC WORSHIP PROPER & HALL

SCHEDULE A to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	MAILING ADDRESS
Richmond Pentecostal Church (060-300-000) 9300 Westminster Highway	PID 024-957-828 Parcel C Section 10 Block 4 North Range 6 West New Westminster District Plan 48990	Pentecostal Assemblies of Canada 9300 Westminster Highway Richmond, B.C. V6X 1B1
Richmond Presbyterian Church (094-627-007) 7111 No. 2 Road	PID 009-213-244 Lot 110 of Section 13 Block 4 North Range 7 West New Westminster District Plan 24870	Trustees of Richmond Congregation of Presbyterian Church 7111 No. 2 Road Richmond, B.C. V7C 3L7
Richmond Sea Island United Church (082-454-062) 8711 Cambie Road	PID 011-031-182 Lot 3 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 4037	Congregation of the Richmond United Church of Canada 8711 Cambie Road Richmond, B.C. V6X 1K2
The Salvation Army Richmond (063-497-000) 8280 Gilbert Road	PID 001-234-684 Lot "L" (Y24736) of Section 20 Block 4 North Range 6 West New Westminster District Plan 10008	Governing Council of the Salvation Army Canada West 8280 Gilbert Road Richmond, B.C. V7C 3W7
South Arm United Church Hall (plus Annex - Pioneer Church) (047-431-056) 11051 No. 3 Road	PID 015-438-562 Parcel E (Explanatory Plan 21821) of Lots 1 and 2 of Parcel A Section 5 Block 3 North Range 6 West New Westminster District, Plan 4120 Except: Firstly; Part Subdivided by Plan 29159 AND Secondly: Parcel "D" (Bylaw Plan 79687)	Congregation of the South Arm United Church of Canada 11051 No. 3 Road Richmond, B.C. V6X 1X3
Steveston Congregation of Jehovah's Witnesses (102-520-003) 4260 Williams Road	PID 006-274-382 Parcel "A" (Reference Plan 17189) Lot 1 of Section 35 Block 4 North Range 7 West New Westminster District Plan 10994	Steveston Congregation of Jehovah's Witnesses Attn: Jonathan Means #87 – 6800 Lynas Lane Richmond, B.C. V7C 5E2

PLACE OF PUBLIC WORSHIP PROPER & HALL

SCHEDULE A to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	MAILING ADDRESS
Steveston United Church (087-640-000) 3720 Broadway Street	PID 010-910-336 Parcel A Section 3 Block 3 North Range 7 West New Westminster District Reference Plan 77684	Trustees of Steveston Congregation of United Church of Canada 3720 Broadway Street Richmond, B.C. V7E 4Y8
Subramaniya Swamy Temple (025-161-000) 8840 No. 5 Road	PID 000-594-261 Parcel B (Explanatory Plan 10524) Lot 3 Section 19 Block 4 North Range 5 West New Westminster District Plan 5239	Subramaniya Swamy Temple of B.C. 8840 No. 5 Road Richmond, B.C. V6Y 2V4
Trinity Pacific Church (076-082-008) 10011 No. 5 Road	PID 007-178-204 Lot 297 Except Parcel B (Bylaw Plan 79916) Section 36 Block 4 North Range 6 West New Westminster District Plan 35779	Trinity Pacific Church 10011 No. 5 Road Richmond, B.C. V7A 4E4
United Church Hall (083-454-062) 8711 Cambie Road	PID 011-031-182 Lot 3 of Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 4037	Congregation of the Richmond United Church of Canada 8711 Cambie Road Richmond, B.C. V6X 1K2
Vancouver International Buddhist Progress Society (082-265-053) 6670 – 8181 Cambie Road	PID 018-553-532 Lot 53 Section 28 Block 5 North Range 6 West New Westminster District Plan LMS 1162 together with an interest in the common property in proportion to the unit entitlement of the strata lot.	Vancouver International Buddhist Progress Society 6680 – 8181 Cambie Road Richmond, B.C. V6X 3X9
Walford Road Gospel Church (081-608-000) 9291 Walford Street	PID 012-734-756 Lot 21 of Blocks 25 and 26 Section 27 Block 5 North Range 6 West New Westminster District Plan 2534	Holy Spirit Association For The Unification Of World Christianity 9291 Walford Street Richmond, B.C. V6X 1P3

**PORTIONS OF LAND & IMPROVEMENTS
FOR PLACE OF PUBLIC WORSHIP**

SCHEDULE B to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PARCEL	MAILING ADDRESS	PROPORTION OF LAND EXEMPTED FROM TAXATION	PROPORTION OF LAND TAXABLE	PROPORTION OF IMPROVEMENTS EXEMPTED FROM TAXATION	PROPORTION OF IMPROVEMENT TAXABLE
Aga Khan Foundation Canada (The Ismaili Jamatkhana and Centre) (084-310-003) 4000 May Drive	PID 029-176-263 Lot A Section 34 Block 5 North Range 6 West New Westminster District Plan EPP32741	Aga Khan Foundation Canada (The Ismaili Jamatkhana and Centre) 4000 May Drive Richmond, B.C.	100% of footprint of building 60,000 sq. ft. for parking	Remainder of land not exempted	100%	0%
Assumption of the Blessed Virgin Mary Ukrainian Catholic Church (000-394-005) 8733 Railway Avenue Manse	PID 011-070-749 Parcel "One" (Explanatory Plan 24522) of Lots "A "and "B" Plan 4347 and Lot 26 of Plan 21100 Section 24 Block 4 North Range 7 West New Westminster District	Ukrainian Catholic Episcopal Corp. of MB 5180 Cantrell Road Richmond, B.C. V7C 3G8	97.65% 2,031.18 m ²	2.35% 48.82 m ²	75.6% of Manse Building 302.59 m ² 100% of Religious Hall	24.4% of Manse Building 97.64 m ²
Bethany Baptist Church (000-821-001) 22680 Westminster Highway (Site Area 5.295 acres)	PID 018-604-897 Lot 1 Except: Part Dedicated Road on Plan LMP18317; Section 2 Block 4 North Range 4 West New Westminster District Plan LMP9648	Bethany Baptist Church 22680 Westminster Highway Richmond, B.C. V6V 1B7	42% 8,999.7 m ² 2.224 acres	58% 12,427.9 m ² 3.071 acres	100%	0%

**PORTIONS OF LAND & IMPROVEMENTS
FOR PLACE OF PUBLIC WORSHIP**

SCHEDULE B to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PARCEL	MAILING ADDRESS	PROPORTION OF LAND EXEMPTED FROM TAXATION	PROPORTION OF LAND TAXABLE	PROPORTION OF IMPROVEMENTS EXEMPTED FROM TAXATION	PROPORTION OF IMPROVEMENT TAXABLE
BC Muslim Association (025-243-080) 12300 Blundell Road (Site Area 4.78 Acres)	PID 011-053-569 Lot 5 Except: Part Subdivided by Plan 33568; Block "A" Section 19 Block 4 North Range 5 West New Westminster District Plan 4090	BC Muslim Association 12300 Blundell Road Richmond, B.C. V6W 1B3	43.6% 8,440 m ² 2.086 acres	56.4% 10,903.97 m ² 2.694 acres	100%	0%
Canadian Martyrs Parish (094-145-000) 5771 Granville Avenue	PID 003-894-266 Lot 610 Section 12 Block 4 North Range 7 West New Westminster District Plan 58494	Roman Catholic Archbishop of Vancouver 5771 Granville Avenue Richmond, B.C. V7C 1E8	93% 9,034.3 m ² 2.23 acres	7% 680 m ² 0.17 acres	100%	0%
Church of Latter Day Saints (074-575-000) 8440 Williams Road (Site Area 2.202 acres)	PID 009-210-890 Lot 2 Section 33 Block 4 North Range 6 West New Westminster District Plan 24922	Corp. of the President of the Lethbridge Stake of the Church of Jesus Christ of Latter-Day Saints c/o LDS Church Tax Division #502 - 7136 50 E. North Temple Street Salt Lake City, Utah, 84150- 2201	90.8% 8,093.7 m ² 2.00 acres	9.2% 817.5 m ² 0.202 acres	100%	0%

**PORTIONS OF LAND & IMPROVEMENTS
FOR PLACE OF PUBLIC WORSHIP**

SCHEDULE B to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PARCEL	MAILING ADDRESS	PROPORTION OF LAND EXEMPTED FROM TAXATION	PROPORTION OF LAND TAXABLE	PROPORTION OF IMPROVEMENTS EXEMPTED FROM TAXATION	PROPORTION OF IMPROVEMENT TAXABLE
Cornerstone Evangelical Baptist Church (024-279-000) 12011 Blundell Road Church Parking	PID 002-555-310 South Half of South West Quarter Section 18 Block 4 North Range 5 West New Westminster District Except: Firstly: Part Dedicated Road on Plan 87640 Secondly: Parcel E (Bylaw Plan LMP4874) Thirdly: Parcel F (Bylaw Plan LMP12615) Fourthly: Part on SRW Plan 21735	Cornerstone Evangelical Baptist Church of Vancouver 7890 No. 5 Road Richmond, B.C. V6Y 2V2	10% 5,158.4 m ²	90% 46,426.6 m ²	100%	0%
Dharma Drum Mountain Buddhist Association (025-222-030) 8240 No. 5 Road Manse	PID 003-740-315 Lot 23 Section 19 Block 4 North Range 5 West New Westminster District Plan 55080	Dharma Drum Mountain Buddhist Association 8240 No. 5 Road Richmond, B.C. V6Y 2V4	34.8% 3,384 m ² 0.836 acres	65.2% 6,333 m ² 1.565 acres	71.8% 729.75 m ²	28.2% 286.33 m ²
Fraserview Mennonite Brethren (080-623-027) 11295 Mellis Drive (Site Area 2.79 Acres)	PID 000-471-780 That portion of Lot 176 Section 25 Block 5 North Range 6 West New Westminster District Plan 53633	BC Conference of the Mennonite Brethren Churches 11295 Mellis Drive Richmond, B.C. V5X 4K2	71.7% 8,077 m ² 1.996 acres	28.3% 3,180.3 m ² 0.794 acres	100%	0%

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**PORTIONS OF LAND & IMPROVEMENTS
FOR PLACE OF PUBLIC WORSHIP**

SCHEDULE B to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PARCEL	MAILING ADDRESS	PROPORTION OF LAND EXEMPTED FROM TAXATION	PROPORTION OF LAND TAXABLE	PROPORTION OF IMPROVEMENTS EXEMPTED FROM TAXATION	PROPORTION OF IMPROVEMENT TAXABLE
India Cultural Centre of Canada (024-908-040) 8600 No 5 Road Manse & Parking	PID 004-328-850 Lot 19 Section 19 Block 4 North Range 5 West New Westminster District Plan 39242	India Cultural Centre of Canada 8600 No 5 Road Richmond, B.C. V6Y 2V4	43.9% 21,778.93 m ²	56.1% 27,828.07 m ²	Remaining portion of Building	100% of Manse 103.87 m ²
International Buddhist Society (025-195-007) 9160 Steveston Highway Manse The land under the taxable improvements situated on this property shall also be assessed as taxable.	PID 026-438-160 Section 3 Block 3 North Range 6 West New Westminster District Plan BCP19994 Parcel 1	International Buddhist Society 9160 Steveston Highway Richmond, B.C. V7A 1M5	36.5% 16,458.69 m ²	63.5% 28,622.31 m ²	83.2% of remaining hall 3,132.4 m ² 0% of farm buildings	16.8% of hall used for Manse and dining 632.0 m ² 100% of farm buildings
Ling Yen Mountain Temple (030-901-000) 10060 No. 5 Road (Site Area 4.916 Acres) Manse	PID 025-566-806 Lot 42 Except: Part Dedicated Road on Plan LMP22689, Section 31 Block 4 North Range 5 West New Westminster District Plan 25987	Ling Yen Mountain Temple 10060 No. 5 Road Richmond, B.C. V7A 4C5	27.7% 5,502.6 m ² 1.36 acres	72.3% 14,391.7 m ² 3.556 acres	50.6% 1,199.3 m ²	49.4% 1,171.8 m ²

**PORTIONS OF LAND & IMPROVEMENTS
FOR PLACE OF PUBLIC WORSHIP**

SCHEDULE B to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PARCEL	MAILING ADDRESS	PROPORTION OF LAND EXEMPTED FROM TAXATION	PROPORTION OF LAND TAXABLE	PROPORTION OF IMPROVEMENTS EXEMPTED FROM TAXATION	PROPORTION OF IMPROVEMENT TAXABLE
Nanaksar- Gurdwara- Gursikh Temple (002-822-001) 18691 Westminster Highway (Site Area 14.88 Acres) Manse	PID 023-751-878 Lot 1 Section 6 Block 4 North Range 4 West New Westminster District Plan 33029	Nanaksar-Gurdwara- Gursikh Temple 18691 Westminster Highway Richmond, B.C. V6V 1B1	16% 9,619.5 m ² 2.377 acres	84% 50,597.7 m ² 12.503 acres	86.9% of Manse 2,925.05 m ² 100% of Religious Hall	13.1% of Manse 441.29 m ²
Parish of St. Alban's (Richmond) (064-132-000) 7260 St. Alban's Road Manse	PID 013-077-911 Parcel One Section 16 Block 4 North Range 6 West New Westminster District Reference Plan 80504	Parish of St. Alban's (Richmond) 7260 St. Alban's Road Richmond, B.C. V6Y 2K3	91.6% 4,464.1 m ²	8.4% 406.9 m ²	0% of Manse 100% of Religious Hall	100% of Manse 83.6 m ²
Parish of St. Anne's - Steveston, B.C. (097-615-002) 4071 Francis Road Religious Hall Commercial Use	PID 002-456-320 Lot 2 of Section 23 Block 4 North Range 7 West New Westminster District Plan 70472	Parish of St. Anne's 4071 Francis Road Richmond, B.C. V7C 1J8	99.2% 3,067.86 m ²	0.8% 24.14 m ²	97.8% 1,090.66 m ²	2.2% 24.14 m ²
Peace Evangelical Church (025-231-041) 8280 No. 5 Road Manse	PID 004-099-303 Lot 24 Section 19 Block 4 North Range 5 West New Westminster District Plan	Peace Evangelical Church 8280 No. 5 Road Richmond, B.C. V6Y 2V4	34.4% 3,614.3 m ² 0.893 acres	65.6% 6,892.7 m ² 1.703 acres	100% of Religious Hall 0% of Manse	100% Manse

**PORTIONS OF LAND & IMPROVEMENTS
FOR PLACE OF PUBLIC WORSHIP**

SCHEDULE B to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PARCEL	MAILING ADDRESS	PROPORTION OF LAND EXEMPTED FROM TAXATION	PROPORTION OF LAND TAXABLE	PROPORTION OF IMPROVEMENTS EXEMPTED FROM TAXATION	PROPORTION OF IMPROVEMENT TAXABLE
Richmond Alliance Church (047-535-044) 11371 No. 3 Road (Site Area 2.5 acres)	PID 004-113-331 South Half of 14 Section 5 Block 3 North Range 6 West New Westminster District Plan 4120	Christian and Missionary Alliance (Canadian Pacific District) 11371 No. 3 Road Richmond, B.C. V7A 1X3	80% 8,077.5 m ² 1.996 acres	20% 2,030.5 m ² 0.504 acres	100%	0%
Richmond Baptist Church (062-972-089) 6560 Blundell Road Manse and Parking	PID 006-457-118 Lot 43 Section 19 Block 4 North Range 6 West New Westminster District Plan 30356	Richmond Baptist Church 6640 Blundell Road Richmond, B.C. V7C 1H8	57% 1,151.4 m ²	43% 868.6 m ²	0% of Manse	100% of Manse 106.84 m ²
Richmond Baptist Church (066-062-000) 6560 Blundell Road Manse and Parking	PID 033-732-193 Section 19 Block 4 North Range 6 West New Westminster District Plan 71422 Parcel A	Richmond Baptist Church 6640 Blundell Road Richmond, B.C. V7C 1H8	Portion of land not under church	Land under manse	0% of Manse 100% of Religious Hall	100% of Manse
Richmond Pentecostal Church (060-287-008) 9260 Westminster Highway Manse and Parking	PID 004-140-125 Lot A Section 10 Block 4 North Range 6 West New Westminster District Plan 13172	Pentecostal Assemblies of Canada 9260 Westminster Highway. Richmond, B.C. V6X 1B1	30% Paved parking area behind building 652.2 m ²	70% Non- parking area 1,521.8 m ²	0%	100%

**PORTIONS OF LAND & IMPROVEMENTS
FOR PLACE OF PUBLIC WORSHIP**

SCHEDULE B to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PARCEL	MAILING ADDRESS	PROPORTION OF LAND EXEMPTED FROM TAXATION	PROPORTION OF LAND TAXABLE	PROPORTION OF IMPROVEMENTS EXEMPTED FROM TAXATION	PROPORTION OF IMPROVEMENT TAXABLE
Richmond Pentecostal Church (060-300-000) 9300 Westminster Highway	PID 024-957-828 Lot 107 Section 10 Block 4 North Range 6 West New Westminster District Plan 64615	Pentecostal Assemblies of Canada 9300 Westminster Highway Richmond, B.C. V6X 1B1	58.7% 8,093.7 m ² 2 acres	51.3% 5,690.3 m ² 1.4 acres	100%	0%

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**PORTIONS OF LAND & IMPROVEMENTS
FOR PLACE OF PUBLIC WORSHIP**

SCHEDULE B to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PARCEL	MAILING ADDRESS	PROPORTION OF LAND EXEMPTED FROM TAXATION	PROPORTION OF LAND TAXABLE	PROPORTION OF IMPROVEMENTS EXEMPTED FROM TAXATION	PROPORTION OF IMPROVEMENT TAXABLE
The Science of Spirituality Eco Centre (045-488-098) Civic address: 11011 Shell Road Farm Land	PID 015-725-871 Parcel F (Reference Plan 2869) Section 2 Block 3 North Range 6 West New Westminster District Except: Part Dedicated Road on Plan LMP4152 PID 013-082-566 North Easterly 5 and 1/5 th Square Chains Section 2 Block 3 North Range 6 West New Westminster District Except: Part Dedicated Road by Plan LMP54152 PID 015-342-433 Parcel D (Explanatory Plan 1980) Section 2 Block 3 North Range 6 West New Westminster District PID 015-725-880 Parcel "G" (Reference Plan 2870) Section 2 Block 3 North Range 6 West New Westminster District	Science of Spirituality SKRM Inc. 9100 Van Horne Way Richmond, B.C. V6X 1W3	50% 385 m ²	50% 385 m ²	100%	0%

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**PORTIONS OF LAND & IMPROVEMENTS
FOR PLACE OF PUBLIC WORSHIP**

SCHEDULE B to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PARCEL	MAILING ADDRESS	PROPORTION OF LAND EXEMPTED FROM TAXATION	PROPORTION OF LAND TAXABLE	PROPORTION OF IMPROVEMENTS EXEMPTED FROM TAXATION	PROPORTION OF IMPROVEMENT TAXABLE
The Shia Muslim Community of British Columbia (024-941-069) 8580 No. 5 Road (Site Area 9.8 acres)	PID 004-884-850 Lot 20 Section 19 Block 4 North Range 5 West New Westminster District Plan 39242	The Shia Muslim Community of British Columbia 8580 No. 5 Road Richmond, B.C. V6Y 2V4	38.1% 15,117.2 m ² 3.736 acres	61.9% 24,512.8 m ² 6.064 acres	100%	0%
South Arm United Church (047-431-056) 11051 No. 3 Road (Site Area 6.42 acres)	PID 015-438-562 Parcel "E" (Explanatory Plan 21821) of Lots 1 and 2 of Parcel "A" Section 5 Block 3 North Range 6 West New Westminster District Plan 4120 EXCEPT: FIRSTLY: Part Subdivided by Plan 29159 AND SECONDLY: Parcel "D" (Bylaw Plan 79687)	Congregation of the South Arm United Church of Canada 11051 No. 3 Road Richmond, B.C. V7A 1X3	31.6% 8,093.7 m ² 2 acres	68.4% 17,496.3 m ² 4.42 acres	100%	0%
St. Gregory Armenian Apostolic Church of BC (018-330-000) 13780 Westminster Highway	PID 002-946-068 Lot "A" (RD 190757) Section 8 Block 4 North Range 5 West New Westminster District Plan 12960	Armenian Apostolic Church of British Columbia 13780 Westminster Highway Richmond, B.C. V6V 1A2	95% 2,505.15 m ²	5% 131.85 m ²	100%	0%

**PORTIONS OF LAND & IMPROVEMENTS
FOR PLACE OF PUBLIC WORSHIP**

SCHEDULE B to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PARCEL	MAILING ADDRESS	PROPORTION OF LAND EXEMPTED FROM TAXATION	PROPORTION OF LAND TAXABLE	PROPORTION OF IMPROVEMENTS EXEMPTED FROM TAXATION	PROPORTION OF IMPROVEMENT TAXABLE
St. Joseph The Worker Parish (099-300-034) 4451 Williams Road (Site Area 8.268 acres) 3.26 and 5.00 acres	PID 010-887-725 Parcel "C" (Explanatory Plan 8670) of Lots 3 and 4 Except: Part Subdivided by Plan 30525; Section 26 Block 4 North Range 7 West New Westminster District Plan 3139	Roman Catholic Archbishop of Vancouver St. Joseph the Worker Parish 4451 Williams Road Richmond, B.C. V7E 1J7	38.8% (School portion exempted under Schedule C) 9,397.07 m ² 2.32 acres	61.2% 14,838.13 m ² 3.67 acres	60% 635.4 m ²	40% 423.6 m ²
St. Monica's Parish (040-800-004) 12011 Woodhead Road (Site Area 1.60 acres) Manse and Hall	PID 024-840-319 Lot A Section 31 Block 5 North Range 5 West New Westminster District Plan LMP47203	Roman Catholic Archbishop of Vancouver St. Monica's Parish 12011 Woodhead Road Richmond, B.C. V6V 1G2	Note: The land under the manse is exempt; the manse itself is not exempt. 73.35% 4,744.33 m ² 1.17 acres	Note: The land under the manse is exempt; the manse itself is not exempt. 26.65% 1,723.67 m ² 0.43 acres	0% of Manse 100% of Religious Hall	100% of Manse 196.8 m ²
St. Paul's Roman Catholic Parish (067-043-063) 8251 St. Alban's Road (Site Area 4.77 acres)	PID 010-900- 691 Lot 15 Except: Firstly: Part Dedicated as Road on Plan 20753, Secondly; Part Subdivided by Plan 58438; Section 21 Block 4 North Range 6 West New Westminster District Plan 3238	Catholic Independent Schools of Vancouver Archdiocese St. Paul's Roman Catholic Parish 8251 St. Alban's Road Richmond, B.C. V6Y 2L2	52.5% 10,112.8 m ² 2.5 acres	47.5% 9,133.2 m ² 2.27 acres	100%	0%

SCHEDULE B to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PARCEL	MAILING ADDRESS	PROPORTION OF LAND EXEMPTED FROM TAXATION	PROPORTION OF LAND TAXABLE	PROPORTION OF IMPROVEMENTS EXEMPTED FROM TAXATION	PROPORTION OF IMPROVEMENT TAXABLE
Steveston Buddhist Temple (087-401-000) 4360 Garry Street (Site Area 4.53 acres)	PID 001-235-265 Lot 132 Except: Firstly: Part Road on Plan LMP20538, Secondly: Part Subdivided by Plan LMP25471, Section 2 Block 3 North Range 7 West New Westminster District Plan 40449	Steveston Buddhist Temple 4360 Garry Street Richmond, B.C. V7E 2V2	44.15% 8,093.7 m ² 2 acres	55.85% 10,238.56 m ² 2.53 acres	100%	0%
Thrangu Monastery Association (025-193-000) 8140 No. 5 Road Richmond, B.C. V6Y 2V4	PID 027-242-838 Lot A Section 19 Block 4N Range 5W New Westminster District Plan BCP32842	Thrangu Monastery Association 8140 No. 5 Road Richmond, B.C. V6Y 2V4	0% of land beneath the dormitory 59.55% 11,421.8 m ² 2.82 acres	100% of land beneath the dormitory 40.45% 7,759.2 m ² 1.92 acres	76.3% 2,060.1 m ²	23.7% 639 m ²
Thrangu Monastery Association (025-193-000) & (025-202-011) - Combined 8140/8160 No. 5 Road	PID 027-242-838 Lot A Section 19 Block 4N Range 5W New Westminster District Plan BCP32842	Thrangu Monastery Association 8140 No. 5 Road Richmond, B.C. V6Y 2V4	59.55% 11,421.8 m ² 2.82 acres	40.45% 7,759.2 m ² 1.92 acres	100% of the shed used to store religious artefacts	0%

**PORTIONS OF LAND & IMPROVEMENTS
FOR PLACE OF PUBLIC WORSHIP**

SCHEDULE B to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PARCEL	MAILING ADDRESS	PROPORTION OF LAND EXEMPTED FROM TAXATION	PROPORTION OF LAND TAXABLE	PROPORTION OF IMPROVEMENTS EXEMPTED FROM TAXATION	PROPORTION OF IMPROVEMENT TAXABLE
Towers Baptist Church (070-101-000) 10311 Albion Road (Site Area 2.148 acres) Manse	PID 000-565-318 Parcel "A" Except Part on Plan 32239 Section 26 Block 4 North Range 6 West New Westminster District Plan 22468	New Wineskins Society 10311 Albion Road Richmond, B.C. V7A 3E5	78.9% 7,002.4 m ² 1.73 acres	21.1% 1,872.6 m ² 0.418 acres	0% of Manse 100% of Religious Hall	100% Manse 162.6 m ²
Trinity Lutheran Church Hall (064-438-000) 7100 Granville Avenue Manse and Hall	PID 025-555-669 Section 17 Block 4 North Range 6 West Plan BCP3056 Parcel A	Trinity Lutheran Church – Richmond 7100 Granville Avenue Richmond, B.C. V6Y 1N8	87.09% 6,012.32	12.91% Manse 891.68 m ²	0% of Manse 100% of Religious Hall	100% of Manse 142.5 m ² 0% of Religious Hall
Vancouver International Buddhist Progress Society (082-304-006) 8271 Cambie Road (Site Area 0.757 acres)	PID 00-316-002 9 Section 28 Block 5 North Range 6 West Plan 7532	Vancouver International Buddhist Progress Society 6680 – 8181 Cambie Road Richmond, B.C. V6X 3X9	76% 2,322.58 m ²	24% 740.42 m ²	N/A N/A	N/A

**PORTIONS OF LAND & IMPROVEMENTS
FOR PLACE OF PUBLIC WORSHIP**

SCHEDULE B to BYLAW 9893

NAME, ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PARCEL	MAILING ADDRESS	PROPORTION OF LAND EXEMPTED FROM TAXATION	PROPORTION OF LAND TAXABLE	PROPORTION OF IMPROVEMENTS EXEMPTED FROM TAXATION	PROPORTION OF IMPROVEMENT TAXABLE
Vancouver International Buddhist Progress Society (082-265-059) 6680 – 8181 Cambie Road Manse	PID 018-553-591 Strata Lot 59 Section 28 Block 5 North Range 6 West New Westminster District Plan Strata Plan LMS1162	Vancouver International Buddhist Progress Society 6680 – 8181 Cambie Road Richmond, B.C. V6X 3X9	89.45% 1,182.05 m ²	11.55% 139.4 m ²	0% of Manse Remaining Religious Hall	100% Manse 139.4 m ²
Vancouver International Buddhist Progress Society (082-265-060) 6690 – 8181 Cambie Road	PID 018-553-605 Strata Lot 60 Section 28 Block 5 North Range 6 West New Westminster District Plan Strata Plan LMS1162	Vancouver International Buddhist Progress Society 6680 – 8181 Cambie Road Richmond, B.C. V6X 3X9	Included in Above Calculation	Included in Above Calculation	Included in Above Calculation	Included in Above Calculation
Vedic Cultural Society of BC (025-212-021) 8200 No 5 Road	PID 011-053-551 South Half Lot 3 Block A Section 19 Block 4 North Range 5 West New Westminster District Plan 4090	Vedic Cultural Society of BC 8200 No 5 Road Richmond, B.C. V6Y 2V4	88% 8,883.6 m ²	12% 1,211.4 m ²	99.1% 2,144.6 m ²	0.9% 18.9 m ²

SCHEDULE C to BYLAW 9893

ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	PORTION OF LAND AND IMPROVEMENT EXEMPTED FROM TAXATION	TENANTS MAILING ADDRESS
(057-614-000) 200 – 7451 Elmbridge Way	PID 007-501-129 Lot 87 Section 5 Block 4 North Range 6 West New District Plan 36964	That portion of the property occupied by the Richmond Emmanuel Church	Richmond Emmanuel Church 200 – 7451 Elmbridge Way Richmond, B.C. V6X 1B8
(136-467-527) 3211 Grant McConachie Way	PID 009-025-103 Lot 58 Sections 14, 15, 16, 17, 20, 21, 23 and 29 Block 5 North Range 7 West New Westminster District Plan 29409	That portion of the property occupied by Vancouver Airport Chaplaincy	Vancouver Airport Chaplaincy Box 32362 Domestic Terminal RPO Richmond, B.C. V7B 1W2

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Bylaw 9893
 CHARITABLE, PHILANTHROPIC & OTHER
 NOT-FOR-PROFIT - ELDERLY CITIZENS HOUSING
 (PROVINCIAL ASSISTANCE)

SCHEDULE D to BYLAW 9893

ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	OWNER/HOLDER'S MAILING ADDRESS
(086-938-001) 11820 No. 1 Road	PID 001-431-030 Lot 2 Section 2 Block 3 North Range 7 West NWD Plan 69234	Anavets Senior Citizens Housing Society #200 - 951 East 8th Avenue Vancouver, B.C. V5T 4L2

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SCHEDULE E to BYLAW 9893

ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	OWNER/HOLDER'S MAILING ADDRESS
(058-885-000) 6531 Azure Road	PID 003-680-100 Lot 525 Section 7 Block 4 North Range 6 West NWD Plan 25611	Development Disabilities Association 100 - 3851 Shell Road Richmond, B.C. V6X 2W2
(067-321-001) 8400 Robinson Road	PID 009-826-386 Lot 80 Except: Part Subdivided by Plan 81951, Section 21 Block 4 North Range 6 West NWD Plan 12819	Development Disabilities Association 100 - 3851 Shell Road Richmond, B.C. V6X 2W2
(069-371-000) 4821 Williams Road	PID 004-864-077 Lot 4 Section 26 Block 4 North Range 7 West NWD Plan 17824	Greater Vancouver Community Service Society 500 - 1212 W. Broadway Vancouver, B.C. V6H 3V1
(069-622-000) 11531 Mellis Drive	PID 004-107-292 Lot 175 Section 25 Block 5 North Range 6 West NWD Plan 53633	Pinegrove Place Mennonite Care Home Society of Richmond 11331 Mellis Drive Richmond, B.C. V6X 1L8
(082-199-000) 9020 Bridgeport	PID 002-672-855 Block 5 North Range 6 West New Westminster District Plan 60997 Parcel B, Section 27/28, REF 60997	0952590 BC Ltd. Richmond Lion's Manor 400 - 13450 102 nd Avenue Surrey BC V3T 0H1
(099-561-000) 9580 Pendleton Road	PID 003-751-678 Lot 450 Section 26 Block 4 North Range 7 West NWD Plan 66281	Richmond Society for Community Living 170 - 7000 Minoru Boulevard Richmond, B.C. V6Y 3Z5
(064-762-037) 303 - 7560 Moffatt Road	PID 014-890-305 Strata Lot 37 Section 17 Block 4 North Range 6 West New Westminster District Strata Plan NW3081	Richmond Society for Community Living 170 - 7000 Minoru Boulevard Richmond, B.C. V6Y 3Z5

SCHEDULE E to BYLAW 9893

ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	OWNER/HOLDER'S MAILING ADDRESS
(087-058-109) 9 – 11020 No. 1 Road	PID 013-396-901 Strata Lot 9 Section 2 Block 3 North Range 7 West New Westminster District Strata Plan NW2952	Richmond Society for Community Living 170 – 7000 Minoru Boulevard Richmond, B.C. V6Y 3Z5
(103-370-125) 5635 Steveston Highway	PID 004-866-029 Lot 910 Section 36 Block 4 North Range 7 West New Westminster District Plan 56866	Richmond Society for Community Living 170 – 7000 Minoru Boulevard Richmond, B.C. V6Y 3Z5
(092-575-028) 4463 Francis Road	PID 003-887-022 Lot 890 Section 23 Block 4 North Range 7 West New Westminster District Plan 66590	Richmond Society for Community Living 170 – 7000 Minoru Boulevard Richmond, B.C. V6Y 3Z5
(099-126-002) 5728 Woodwards Road	PID 027-789-471 Lot A Section 25 Block 4 North Range 7 West New Westminster District Plan BCP39662	Richmond Society for Community Living 170 – 7000 Minoru Boulevard Richmond, B.C. V6Y 3Z5
(090-515-105) 5862 Dover Crescent	PID 023-648-058 Strata Lot 105 Section 1 Block 4 North Range 7 West New Westminster District Strata Plan LMS2643	Riverside Children's Centre Developmental Disability Association 100 – 3851 Shell Road Richmond, B.C. V6X 2W2
(065-571-000) 6260 Blundell Road	PID 005-146-135 Lot "A" (RD135044) Section 19 Block 4 North Range 6 West New Westminster District Plan 48878	Rosewood Manor Richmond Intermediate Care Society 6260 Blundell Road Richmond, B.C. V7C 5C4

SCHEDULE E to BYLAW 9893

ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	OWNER/HOLDER'S MAILING ADDRESS
(089-830-129) 5500 Andrews Road, Unit 100	PID 023-684-801 Strata Lot 129 Section 12 Block 3 North Range 7 West New Westminster District Strata Plan LMS2701	Trehouse Learning Centre Richmond Society for Community Living 170 - 7000 Minoru Boulevard Richmond, B.C. V6Y 3Z5
084-988-041 10411 Odlin Road	PID 017-418-780 Lot 141 Section 35 Block 5 North Range 6 West New Westminster District Plan LMP942	Turning Point Recovery Society Suite 260 - 7000 Minoru Blvd. Richmond, BC V6Y 3Z5

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SCHEDULE F to BYLAW 9893

ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	OWNER/HOLDER'S MAILING ADDRESS
(094-282-297) 7251 Langton Road	PID 003-460-525 Lot 319 Section 13 Block 4 North Range 7 West NWD Plan 49467	Richmond Legion Senior Citizen Society #800 – 7251 Langton Road. Richmond, B.C. V7C 4R6

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SCHEDULE G to BYLAW 9893

ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	PORTION OF LAND AND IMPROVEMENT EXEMPTED FROM TAXATION	OWNER/HOLDER (MAILING ADDRESS)
(056-610-001) 8911 Westminster Highway	PID 017-240-107 Lot 1 Sections 3 and 4 Block 4 North Range 6 West NWD Plan LMP 00069	100%	Canadian Mental Health Association 7351 Elmbridge Way Richmond, B.C. V6X 1B8
(059-905-125) 8300 Cook Road	PID 023-800-496 Strata Lot 125 Section 9 Block 4 North Range 6 West New Westminster District Strata Plan LMS2845 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form 1	100% that is occupied by Society of Richmond Children's Centres	Cook Road Children's Centre Society of Richmond Children's Centres 110 – 6100 Bowling Green Road Richmond, B.C. V6Y 4G2
(011-892-000) 23591 Westminster Highway	PID 028-376-650 Lot B Section 36 Block 5 North Range 4 West New Westminster District Plan BCP46528	That portion of the property occupied by Richmond Children's Centres	Cranberry Children's Centre Society of Richmond Children's Centres 23591 Westminster Highway Richmond, B.C.
(094-391-000) 7611 Langton Road	PID 004-700-368 Lot 11 Section 13 Block 4 North Range 7 West NWD Plan 19107	100%	Development Disabilities Association 100 – 3851 Shell Road Richmond, B.C. V6X 2W2
(030-700-000) 10640 No. 5 Road	PID 028-631-595 Lot F Section 31 Block 4 North Range 5 West New Westminster District Plan EPP12978	That portion of property occupied by Richmond Children's Centres	Gardens Children's Centre Society of Richmond Children's Centres 4033 Stolberg Street Richmond, B.C. V6X 3N7

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SCHEDULE G to BYLAW 9893

ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	PORTION OF LAND AND IMPROVEMENT EXEMPTED FROM TAXATION	OWNER/HOLDER (MAILING ADDRESS)
(064-810-001) 7000 Minoru Boulevard	PID 018-489-613 Lot 1 Section 17 Block 4 North Range 6 West NWD Plan LMP 12593	100% of land and improvements leased to Richmond Caring Place or 8,038 sq.m. as indicated in LMP 12594	Richmond Caring Place 140 – 7000 Minoru Boulevard Richmond, B.C. V6Y 3Z5
(057-572-000) Unit 100 – 5671 No. 3 Road	PID 003-698-009 Lot 34 Section 5 Block 4 North Range 6 West Plan 32827	That portion of the property occupied by the Richmond Centre for Disabilities	Richmond Centre for Disabilities 100 – 5671 No. 3 Road Richmond, B.C. V6X 2C7
(002-813-000) 8660 Ash Street	PID 017-854-997 Lot C Section 22 Block 4 North Range 6 West Plan 2670	Exempting that portion of the property occupied by the Richmond Family Place	Richmond Family Place 8660 Ash Street Richmond, B.C. V6Y 2S3
(073-560-608) 10380 No. 2 Road	PID 029-631-408 Lot 2 Section 31 Block 4 North Range 6 West New Westminster District Plan EPP49229	That portion of property occupied by YMCA of Greater Vancouver	Seasong Child Care Centre YMCA of Greater Vancouver 955 Burrard Street Vancouver, B.C. V6Z 1Y2
(093-050-002) 6011 Blanshard Drive	PID 019-052-685 Lot 2 Section 10 Block 4 North Range 7 West New Westminster District Plan LMP19283	100% that is occupied by Society of Richmond Children's Centres	Terra Nova Children's Centre Society of Richmond Children's Centres 110 – 6100 Bowling Green Road Richmond, B.C. V6Y 4G2
(084-195-000) 4033 Stolberg Street	PID 028-745-540 Section 34 Block 4 North Range 6 West New Westminster District Plan BCP49848 Air Space Parcel 3	100% that is occupied by Society of Richmond Children's Centres	West Cambie Child Care Centre Society of Richmond Children's Centres 110 – 6100 Bowling Green Road Richmond, B.C. V6Y 4G2

SCHEDULE G to BYLAW 9893

ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	PORTION OF LAND AND IMPROVEMENT EXEMPTED FROM TAXATION	OWNER/HOLDER (MAILING ADDRESS)
(057-600-003) 650-5688 Hollybridge Way	PID 030 085 489 Section 5 Block 4 North Range 6 West NWD Plan EPP65030 Air Space Parcel 1	100%	Willow Early Care and Learning Centre Atira Women's Resource Society #201 – 190 Alexander Street, Vancouver, B.C. V6A 1B5

SCHEDULE H to BYLAW 9893

ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	PORTION OF LAND AND IMPROVEMENT EXEMPTED FROM TAXATION	OWNER/HOLDER (MAILING ADDRESS)
(057-902-804) 2005 – 6111 River Road	PID 027-090-434 Lot 8 Section 6 Block 4 North Range 6 West New Westminster District Plan BCP30383	That portion of the property occupied by Canadian Sport Institute Pacific Society	Canadian Sport Institute Pacific Society 2005 – 6111 River Road Richmond, BC V7C 0A2
(097-842-000) 4780 Blundell Road	PID 001-145-801 Lot 2 Block 4 North Range 7 West New Westminster District Plan 3892	That portion of the property occupied by Girl Guides of Canada	Girl Guides of Canada 4780 Blundell Road Richmond, B.C. V7C 1G9
(051-011-010) 1155 Dyke Road	PID 014-924-781 Dedicated Park Plan 565772		Girl Guides of Canada 1476 West 8th Avenue Vancouver, BC V6H 1E1
(083-005-000) 7411 River Road	PID 007 206 518 Lot "N" Except: Part Subdivided by Plan 35001, Fractional Section 6 and of Sections 5, 7 and 8 Block 4 North Range 6 West and of Fractional Section 32 Block 5 North Range 6 West New Westminster District Plan 23828 (see R083-466-000, R083-467-000, R083-467-505 for remainder)	That portion of the property occupied by Navy League of Canada National Council	Navy League of Canada National Council c/o Richmond/Delta Branch Box 43130 Richmond, B.C. V6Y 3Y3
(083-218-000) 7400 River Road (Unit 140)	PID 003-752-534 Lot 20 Section 32 Block 5 North Range 6 West New Westminster District Plan 40727	That portion of the property occupied by Richmond Gymnastics Association	Richmond Gymnastics Association Unit 140 – 7400 River Road Richmond B.C. V6Y 2C1

SCHEDULE H to BYLAW 9893

ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	PORTION OF LAND AND IMPROVEMENT EXEMPTED FROM TAXATION	OWNER/HOLDER (MAILING ADDRESS)
(059-477-003) 6133 Bowling Green Road	PID 009 300 261 Lot 26, Except that part in Plan LMP39941 Section 8 Block 4 North Range 6 West New Westminster District Plan 24068	That portion of the property occupied by Richmond Lawn Bowling Club	Richmond Lawn Bowling Club 7321 Westminster Highway Richmond, B.C. V6X 1A3
(082-479-000) 7760 River Road	PID 009 311 998 Lot 2 Except: Firstly; Part Subdivided by Plan 28458; Secondly; Parcel "C" (Bylaw Plan 62679); Thirdly: Parcel G (Bylaw Plan 80333); Sections 29 and 32 Block 5 North Range 6 West New Westminster District Plan 24230	That portion of the property occupied by Richmond Rod and Gun Club	Richmond Rod and Gun Club P.O. Box 26551 Blundell Centre Post Office Richmond, B.C. V7C 5M9
(083-938-000) 7400 River Road (Unit 140)	PID 003-752-534 Lot 20 Section 32 Block 5 North Range 6 West New Westminster District Plan 40727	That portion of the property occupied by Richmond Rod and Gun Club	Richmond Rod and Gun Club P.O. Box 26551 Blundell Centre Post Office Richmond, B.C. V7C 5M9
(059-216-001) 6820 Gilbert Road	PID 017 844 525 Lot A Section 8 Block 4 North Range 6 West, New Westminster District Plan LMP 5323	That portion of the property occupied by Richmond Tennis Club	Richmond Tennis Club 6820 Gilbert Road Richmond, B.C. V7C 3V4
(057-590-001) 5540 Hollybridge Way	PID 007 250 983 Lot 73 Except: Part Subdivided by Plan 48002; Sections 5 and 6 Block 4 North Range 6 West New Westminster District Plan 36115	That portion of the property occupied by Richmond Winter Club	Richmond Winter Club 5540 Hollybridge Way Richmond, B.C. V7C 4N3

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SCHEDULE H to BYLAW 9893

ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	PORTION OF LAND AND IMPROVEMENT EXEMPTED FROM TAXATION	OWNER/HOLDER (MAILING ADDRESS)
(088-500-046) 2220 Chatham Street	PID 004-276-159 Block 3 N Range 7W Section 4 Parcel D, Except Plan REF 43247, EXP 60417, REF 10984 File NO 1000-14-045	That portion of the property occupied by Scotch Pond Heritage Cooperative	Scotch Pond Heritage Cooperative 3811 Moncton Street Richmond, B.C. V7E 3A0

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SCHEDULE H to BYLAW 9893

ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	PORTION OF LAND AND IMPROVEMENT EXEMPTED FROM TAXATION	OWNER/HOLDER (MAILING ADDRESS)
(085-643-001) Unit 140-160 11590 Cambie Road	PID 018-844-456 Lot C Section 36 Block 5 North Range 6 West Plan LMP17749 Except Plan BCP 14207	That portion of the property occupied by Richmond Public Library	Richmond Public Library Cambie Branch Unit 150 - 11590 Cambie Road Richmond, B.C. V6X 3Z5
(044-761-005) 11688 Steveston Highway	PID 023-710-047 Lot 1 Section 1 Block 3 North Range 6 West Plan 32147	That portion of the property occupied by Richmond Public Library	Richmond Public Library Ironwood Branch 11688 Steveston Highway, Unit 8200 Richmond, B.C. V7A 1N6
(031-008-086) 14140 Triangle Road	PID 023-510-692 Lot 2 Section 33 Block 4 North Range 5 West NWD Plan LMP29486	That portion of the property occupied by City of Richmond	City of Richmond 6911 No. 3 Road Richmond, B.C. V6Y 2C1
(031-009-003) 14300 Entertainment Boulevard	PID 023-672-269 Lot C Section 33 Block 4 North Range 5 West NWD Plan LMP31752	That portion of the property occupied by City of Richmond	City of Richmond 6911 No. 3 Road Richmond, B.C. V6Y 2C1
(057-902-800) 6111 River Road	PID 027-090-434 Lot 8 Section 6 Block 4 North Range 6 West Plan BCP30383	That portion of the property occupied by Richmond Oval Corporation	City of Richmond 6911 No. 3 Road Richmond, B.C. V6Y 2C1
(051-557-060) 12071 No. 5 Road	PID 013-082-531 Section 12 Block 3 North Range 6 West NWD Plan 15624 Parcel A-J, Part NE 1/4, Ref 15624, Ref 8114 File No. 1000-05-021	That portion of the property occupied by Richmond Animal Protection Society	City of Richmond 6911 No. 3 Road Richmond, B.C. V6Y 2C1

Bylaw 9893
ATHLETIC & RECREATIONAL

SCHEDULE H to BYLAW 9893

ROLL NO. & CIVIC ADDRESS	LEGAL DESCRIPTION OF PROPERTY	PORTION OF LAND AND IMPROVEMENT EXEMPTED FROM TAXATION	OWNER/HOLDER (MAILING ADDRESS)
(057-561-001) 5900 Minoru Boulevard	Lot A Section 5 Block 4 North 6 West New Westminster District Plan BCP45912	That portion of the property occupied by City Centre Community Centre	City of Richmond 6911 No. 3 Road Richmond, B.C. V6Y 2C1

CNCL - 365



Housing Agreement (0892691 B.C. Ltd. – Minglian) Bylaw No. 9910

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: 004-231-643 Lot 41 except: Parcel B (Bylaw Plan 73014), Section 28, Block 5
North, Range 6 West, New Westminster District Plan 27115

This Bylaw is cited as **“Housing Agreement (0892691 B.C. Ltd. – Minglian) Bylaw No. 9910”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

OCT 09 2018

OCT 09 2018

OCT 09 2018

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

MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (0892691 B.C. Ltd. – Minglian) Bylaw No. 9910

HOUSING AGREEMENT BETWEEN MINGLIAN AND THE CITY OF RICHMOND

HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference _____, 2018,

BETWEEN:

0892691 B.C. LTD. (INC. NO. BC0892691), a corporation pursuant to the *Business Corporations Act* and having an address at 107-8898 Heather Street, Vancouver, British Columbia, V6P 3S8

(the "**Owner**")

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**")

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 registered 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 May 28, 2007, 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 Units charged by this Agreement;
- (c) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (e) **“City”** means the City of Richmond;
- (f) **“Commercial Users”** means the owners, tenants and employees of, and visitors and guests to, businesses and non-residential spaces located on the Lands (including, without limitation, the hotel to be constructed on the Lands as part of the Development), including employees and/or contractors working for the benefit of the Affordable Housing Units, but excluding businesses carried out within a Dwelling Unit, and excluding residents or occupants of Dwelling Units or Affordable Housing Units;
- (g) **“CPI”** means the All-Items Consumer Price Index for Canada 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, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, 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 two-tower, high-density, 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, an Affordable Housing Unit;
- (m) **“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, \$46,500 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 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;

- (n) **“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
- (o) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to Section 219 of the *Land Title Act*) charging the Lands, dated for reference _____, 2018, and registered under number CA _____, as it may be amended or replaced from time to time;
- (p) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (q) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (r) **"Lands"** means Lot A Section 28 Block 5 North, Range 6 West New Westminster District Plan EPP _____;
- (s) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (t) **"LTO"** means the New Westminster Land Title Office or its successor;
- (u) **"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;
- (v) **"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;
- (w) **"Permitted Rent"** means no greater than:
 - (i) \$811.00 a month for a bachelor unit;
 - (ii) \$975.00 a month for a one-bedroom unit;
 - (iii) \$1,162.00 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 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;

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

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made

under the authority of that enactment;

- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

ARTICLE 2

USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. 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 (except for parking) unless the Development Permit includes the Affordable Housing Units;
 - (b) be issued with a Building Permit (except for parking) 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 (except for parking), 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 (except for parking) 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 may sub-contract the operation and management of the Affordable Housing Units to a qualified and reputable non-profit provider of affordable housing, provided that any such subcontract and non-profit affordable housing provider is pre-approved by the Manager, Community Social Development or other authorised City personnel, in their sole discretion.
- 3.2 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be

subleased or assigned, except where the Owner believes, acting reasonably, that refusing to consent to a sublease or assignment would be a breach of its obligations under the *Residential Tenancy Act* (British Columbia), and provided such sublease or assignment is to an Eligible Tenant.

- 3.3 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 nine (9) Affordable Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than nine (9) Affordable Housing Units.
- 3.4 If the Owner sells or transfers one (1) or more 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.
- 3.5 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 of an Affordable Housing Unit and any permitted occupant and visitor to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces that are available for use by, and on the same terms and conditions as, the owners, tenants or other permitted occupants of all strata lots which are not Affordable Housing Units and that are located in the strata plan for the Dwelling Units (which, for certainty, excludes all facilities and amenities reserved for the exclusive use of the Commercial Users), all in accordance with the bylaws and rules and regulations of the applicable strata corporation, provided that such bylaws and rules and regulations of the applicable strata corporation do not conflict with Article 5 of this Agreement;
 - (d) the Owner will not require the Tenant or any permitted occupant of an Affordable Housing Unit to pay any:
 - (i) move-in/move-out fees, strata fees, strata property contingency reserve fees; or
 - (ii) extra charges or fees for:
 - (A) 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, which the Owner is required pursuant to the Development Permit or any agreement with the City to make available to the Tenant or permitted occupants of an Affordable Housing Unit (for greater certainty, whether on an exclusive or shared basis); or

(B) 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;

- (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(m) 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, without the prior written consent of the Owner,

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 3.5(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises*

above amount prescribed in section 1.1(m) 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 3.5(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.
- 3.6 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.

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 Subject to discharge in accordance with Section 7.1(c), 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 will have no force and effect.
- 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 property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 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, notwithstanding that the 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.
- 5.6 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 property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities, except, subject to section 5.5 of this Agreement, on the same basis that governs the use and enjoyment of any common property, limited common property and other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations and related facilities, by 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.

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 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, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) 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 (including, for greater certainty, by way of air space subdivision), 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. 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 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, 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, but only, for greater certainty, to the extent such obligations arose prior to such termination or discharge.

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

Subject to discharge in accordance with Section 7.1(c), 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.

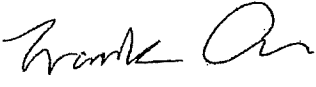
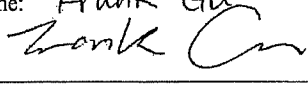
7.24 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered 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.

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

0892691 B.C. LTD. (INC. NO. BC0892691)

by its authorized signatory(ies):

Per: 
 Name: Frank Gu
 Per: 
 Name: Frank Gu

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

CANADA	)	IN THE MATTER OF A
	)	HOUSING AGREEMENT WITH
PROVINCE OF BRITISH COLUMBIA	)	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 "Affordable Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Housing Unit.
3. For the period from _____ to _____, the Affordable Housing Unit was occupied only by the Eligible Tenants (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

[Names, addresses and phone numbers of Eligible Tenants and their employer(s)]

4. The rent charged each month for the Affordable Housing Unit is as follows:
 - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$_____ per month;
 - (b) the rent on the date of this statutory declaration: \$_____; and
 - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$_____.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that

the Owner has complied with the Owner's obligations under the Housing Agreement.

6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

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

PRIORITY AGREEMENT

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA) (the "**Chargeholder**") is the holder of a Mortgage and Assignment of Rents (and any related extensions thereof):

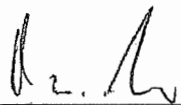
- (i) Mortgage CA3478462, and
- (ii) Assignment of Rents CA3478463

registered in the Land Title Office (together, the "**Bank Charges**") against title to the Lands (as further defined and legally described in the agreement to which this priority agreement is attached).

The Chargeholder, being the holder of the Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall rank in priority upon the Lands over the Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Charges and prior to the advance of any monies pursuant to the Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)

by its authorized signatory(ies):

Per: 
Name: Pim K. Chan

Per: 
Name: Grace Guo



**Alexandra District Energy Utility Bylaw No. 8641
Amendment Bylaw No. 9919**

The Council of the City of Richmond enacts as follows:

1. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended:
 - a) by deleting Schedule C (Rates and Charges) in its entirety and replacing with a new Schedule C attached as Schedule A to this Amendment Bylaw. .
2. This Bylaw is cited as “**Alexandra District Energy Utility Bylaw No. 8641, Amendment Bylaw No. 9919**”

FIRST READING

SECOND READING



THIRD READING

ADOPTED

OCT 09 2018

OCT 09 2018

OCT 09 2018

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

MAYOR

CORPORATE OFFICER

Schedule A to Amendment Bylaw No. 9919***SCHEDULE C to BYLAW NO. 8641******Rates and Charges*****PART 1 - RATES FOR SERVICES**

The following charges will constitute the Rates for Services for the Service Area excluding shaded Area A as shown in Schedule A to this Bylaw:

- (a) Capacity charge – a monthly charge of \$0.098 per square foot of Gross Floor Area, and a monthly charge of \$1.317 per kilowatt of the annual peak heating load supplied by DEU as shown in the energy modeling report required under Section 21.1(c); and*
- (b) Volumetric charge – a charge of \$4.211 per megawatt hour of Energy returned from the Heat Exchanger and Meter Set at the Designated Property.*

PART 2 - RATES FOR SERVICES APPLICABLE TO AREA A

The following charges will constitute the Rates for Services applicable only to the Designated Properties identified within the shaded area (Area A) shown in Schedule A to this bylaw:

- (a) Volumetric charge – a charge of \$75.28 per megawatt hour of Energy returned from the Heat Exchanger and Meter Set at the Designated Property calculated on each of (i) an energy use of 2644 MWh per annum (“Basic Supply Amount”), and (ii) any energy use in excess of the Basic Supply Amount.*



City of Richmond

Bylaw 9920

Oval Village District Energy Utility Bylaw No. 9134 Amendment Bylaw No. 9920

The Council of the City of Richmond enacts as follows:

1. The **Oval Village District Energy Utility Bylaw No. 9134** is amended by deleting **Schedule D (Rates and Charges)** of the Bylaw in its entirety and replacing it with a new Schedule D as attached as Schedule A to this Amendment Bylaw.
2. This Bylaw is cited as **“Oval Village District Energy Utility Bylaw No. 9134, Amendment Bylaw No. 9920”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

OCT 09 2018

OCT 09 2018

OCT 09 2018

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

MAYOR

CORPORATE OFFICER

Schedule A to Amendment Bylaw No. 9920

SCHEDULE D

Rates and Charges

PART 1 - RATES FOR SERVICES

The following charges, as amended from time to time, will constitute the Rates for Services:

- (a) capacity charge - a monthly charge of \$0.0536 per square foot of gross floor area;
and
- (b) volumetric charge – a monthly charge of \$32.990 per megawatt hour of Energy
returned from the Heat Exchanger and Meter Set at the Designated Property.

PART 2 - EXCESS DEMAND FEE

Excess demand fee of \$0.156 for each watt per square foot of the aggregate of the estimated peak heat energy demand referred to in section 19.1(e) (i), (ii), and (iii) that exceeds 6 watts per square foot.



Solid Waste & Recycling Regulation Bylaw No. 6803, Amendment Bylaw No. 9941

The Council of the City of Richmond enacts as follows:

1. The Solid Waste and Recycling Regulation Bylaw No. 6803, as amended, is further amended:

- (a) By deleting Schedules A through D and substituting Schedule A attached to and forming part of this Bylaw. For greater certainty, any reference to Schedule B, Schedule C or Schedule D in the bylaw shall be interpreted as a reference to Schedule A.

- (b) By deleting section 1.8.1 and substituting the following:

“The **City**, subject to subsections 1.8.2 to 1.8.5, will arrange for the pick-up of a maximum of six (6) **large items** per calendar year from:

- (a) a **single-family dwelling** or a unit in a **duplex dwelling** that receives **City garbage** collection service; and
 - (b) a unit in a **townhouse development** or **multi-family dwelling** that receives **City garbage** or **City blue box recycling** service,

and every **owner** of a property referred to in subsection 1.8.1(a) and (b) above must pay the **large item** pick-up fee specified in Schedule A, which is attached and forms a part of this bylaw.”

- (c) By deleting section 1.8.3 and substituting the following:

“The maximum of six (6) **large items** per calendar year per eligible **single-family dwelling** and unit in a **duplex dwelling, townhouse development** and **multi-family dwelling** may be disposed of at the same time or on different occasions. If in any calendar year, an eligible dwelling unit does not dispose of six (6) **large items**, that eligible dwelling unit may not carry forward the collection of the remaining item or items into a future calendar year.”

- (d) By deleting in section 15.1 the definition of **Large Item** and substituting the following:

LARGE ITEM

means furniture, appliances, small household goods (provided they are boxed or bundled in a reasonable size), barbeques (provided lava rock briquettes or equivalent,

and propane tanks are removed), outdoor furniture, weight training equipment, electric lawnmowers, mattresses, passenger and light-duty tires and similar items approved for pick-up by the **General Manager of Engineering & Public Works**, but does not include:

- (a) a vehicle or part of a vehicle;
- (b) tree stumps;
- (c) carpet or pieces of carpet;
- (d) lumber, demolition or home renovation materials;
- (e) hazardous waste;
- (f) propane tanks;
- (g) gas lawnmowers; or other items excluded by the **General Manager of Engineering & Public Works**.

2. This Bylaw is cited as “**Solid Waste & Recycling Regulation Bylaw No. 6803, Amendment Bylaw No. 9941**” and is effective January 1, 2019.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

OCT 09 2018

OCT 09 2018

OCT 09 2018

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

MAYOR

CORPORATE OFFICER

SCHEDULE A to BYLAW NO. 9941**BYLAW YEAR: 2019****SCHEDULE A to BYLAW NO. 6803**

FEES FOR CITY GARBAGE COLLECTION SERVICE	
Annual City garbage collection service fee for each unit in a single-family dwelling, each unit in a duplex dwelling, and each unit in a townhouse development: 80L container	\$ 80.00
Annual City garbage collection service fee for each unit in a townhouse development with weekly collection service: 80L container	\$ 96.00
Annual City garbage collection service fee for each unit in a single-family dwelling, each unit in a duplex dwelling, and each unit in a townhouse development: 120L container	\$ 104.44
Annual City garbage collection service fee for each unit in a townhouse development with weekly collection service: 120L container	\$ 125.33
Annual City garbage collection service fee for each unit in a single-family dwelling, each unit in a duplex dwelling, and each unit in a townhouse development: 240L container	\$ 127.77
Annual City garbage collection service fee for each unit in a townhouse development with weekly collection service: 240L container	\$ 153.33
Annual City garbage collection service fee for each unit in a single-family dwelling, each unit in a duplex dwelling, and each unit in a townhouse development: 360L container	\$ 241.11
Annual City garbage collection service fee for each unit in a townhouse development with weekly collection service: 360L container	\$ 289.33
Annual City garbage collection service fee for each unit in a multi-family dwelling	
- Weekly service	\$ 42.78
- Twice per week service	\$ 81.11
Optional Monthly City garbage collection service fee for Commercial customers	
- Weekly service	\$ 71.15
- Cost per additional cart	\$ 39.00
Optional Monthly City garbage collection service fee for Commercial customers	
- Twice weekly service	\$ 122.70
- Cost per additional cart	\$ 55.70
Fee for garbage cart replacement	\$ 25.00
Fee for each excess garbage container tag	\$ 2.00
Large Item Pick Up fee	\$ 13.61

SCHEDULE B to BYLAW NO. 9941**SCHEDULE B to BYLAW NO. 6803**

FEES FOR CITY RECYCLING SERVICE	
Annual City recycling service fee:	
(a) For residential properties, which receive blue box service (per unit)	\$ 56.78
(b) For multi-family dwellings or townhouse developments which receive centralized collection service (per unit)	\$ 41.33
Annual City recycling service fee:	
(a) For yard and garden trimmings and food waste from single-family dwellings and from each unit in a duplex dwelling (per unit)	\$ 138.06
(b) For yard and garden trimmings and food waste from townhome dwellings that receive City garbage or blue box service (per unit)	\$ 56.11
(c) For yard and garden trimmings and food waste from multi-family dwellings	
- Weekly Service	\$ 41.61
- Twice per week service	\$ 61.39
Cardboard bin recycling service for multi-family dwellings, collected once every 2 weeks	\$ 50.00/bin/month
Cardboard bin recycling service for multi-family dwellings, collected weekly	\$ 60.00/bin/month
Fee for yard/food waste cart replacement	\$ 25.00
Annual City recycling service fee for non-residential properties	\$ 3.80
Optional Monthly City organics collection service fee for Commercial customers	
- Weekly service	\$ 66.67
- Cost per additional cart	\$ 29.45
Optional Monthly City organics collection service fee for Commercial customers	
- Twice weekly service	\$ 93.60
- Cost per additional cart	\$ 57.10
City recycling service fee for the Recycling Depot:	
	\$20.00 per cubic yard for the second and each subsequent cubic yard
(a) (i) for yard and garden trimmings from residential properties	
(ii) for recyclable material from residential properties	\$ 0.00
(b) For yard and garden trimmings from non-residential properties	\$20.00 per cubic yard
(c) For recycling materials from non-residential properties	\$ 0.00

SCHEDULE C to BYLAW NO. 6803

FEES FOR CITY LITTER COLLECTION SERVICE	
Annual City litter collection service fee for both residential properties and non-residential properties	\$ 35.06

SCHEDULE D to BYLAW NO. 9941

SCHEDULE D TO BYLAW 6803

NEW RESIDENTIAL PROPERTY PAYMENT FEE SCHEDULE										
Month in Current Year in which Building Permit is Issued	GARBAGE, RECYCLING & LITTER COLLECTION FEE				RECYCLING & LITTER COLLECTION FEE PER STRATA LOT					
	Single-Family Dwellings & Each Unit in a Duplex Dwelling		Townhouse Development		Townhouse Development			Multi-Family Development		
	Prorated Fee Per Unit	Year in which Annual Fee Commences	Prorated Fee Per Unit	Year in which Annual Fee Commences	Prorated Fee Per Unit	Year in which Annual Fee Commences	Prorated Fee Per Unit	Year in which Annual Fee Commences	Prorated Fee Per Unit	Year in which Annual Fee Commences
January	\$ 167	2020	\$ -	2020	\$ -	2020	\$ -	2020	\$ 54	2021
February	\$ 139	2020	\$ 224	2021	\$ 124	2021	\$ 124	2021	\$ 45	2021
March	\$ 111	2020	\$ 203	2021	\$ 113	2021	\$ 113	2021	\$ 36	2021
April	\$ 84	2020	\$ 183	2021	\$ 102	2021	\$ 102	2021	\$ 27	2021
May	\$ 56	2020	\$ 163	2021	\$ 91	2021	\$ 91	2021	\$ 18	2021
June	\$ 28	2020	\$ 142	2021	\$ 79	2021	\$ 79	2021	\$ 9	2021
July	-	2020	\$ 122	2021	\$ 68	2021	\$ 68	2021	-	2021
August	\$ 312	2021	\$ 102	2021	\$ 57	2021	\$ 57	2021	\$ 101	2022
September	\$ 284	2021	\$ 81	2021	\$ 45	2021	\$ 45	2021	\$ 92	2022
October	\$ 256	2021	\$ 61	2021	\$ 34	2021	\$ 34	2021	\$ 83	2022
November	\$ 227	2021	\$ 41	2021	\$ 23	2021	\$ 23	2021	\$ 74	2022
December	\$ 199	2021	\$ 20	2021	\$ 11	2021	\$ 11	2021	\$ 64	2022



**Waterworks and Water Rates Bylaw No. 5637,
Amendment Bylaw No. 9942**

The Council of the City of Richmond enacts as follows:

1. The **Waterworks and Water Rates Bylaw No. 5637**, as amended, is further amended:
 - a) By deleting Schedules A through G and substituting the Schedules attached to and forming part of this Bylaw.
2. This Bylaw comes into force and effect on January 1, 2019.
3. This Bylaw is cited as "**Waterworks and Water Rates Bylaw No. 5637, Amendment Bylaw No. 9942**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

OCT 09 2018

OCT 09 2018

OCT 09 2018

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

MAYOR

CORPORATE OFFICER

SCHEDULE TO BYLAW NO. 9942**SCHEDULE "A" to BYLAW NO. 5637****BYLAW YEAR - 2019****FLAT RATES FOR
RESIDENTIAL, AGRICULTURAL, AND INSTITUTIONAL PROPERTIES**

	Annual Fee
A. Residential dwellings per unit	
One-Family Dwelling or Two-Family Dwelling	\$730.57
Townhouse	\$598.02
Apartment	\$385.37
B. Stable or Barn per unit	\$147.19
C. Field Supply – each trough or water receptacle or tap	\$92.02
D. Public Schools for each pupil based on registration January 1 st	\$8.72

SCHEDULE "B" TO BYLAW NO. 5637**BYLAW YEAR 2019****METERED RATES FOR
INDUSTRIAL, COMMERCIAL, INSTITUTIONAL, MULTI-FAMILY,
STRATA-TITLED AND FARM PROPERTIES****1. RATES**

Consumption per cubic metre:	\$1.3758
Minimum charge in any 3-month period (not applicable to Farms)	\$114.00

2. WATER METER FIXED CHARGE

Fixed charge per **water meter** for each 3-month period:

<u>Meter Size</u>	<u>Fixed Charge</u>
16 mm to 25 mm (inclusive)	\$15
32 mm to 50 mm (inclusive)	\$30
75 mm	\$110
100 mm	\$150
150 mm	\$300
200 mm and larger	\$500

SCHEDULE "C" TO BYLAW NO. 5637**BYLAW YEAR 2019****METERED RATES FOR
ONE-FAMILY DWELLING AND TWO-FAMILY DWELLING****1. RATES**

Consumption per cubic metre: \$1.3758

2. WATER METER FIXED CHARGE

Fixed charge per **water meter** for each 3-month period:

<u>Meter Size</u>	<u>Fixed Charge</u>
16 mm to 25 mm (inclusive)	\$12
32 mm to 50 mm (inclusive)	\$14
75 mm	\$110
100 mm	\$150
150 mm	\$300
200 mm and larger	\$500

SCHEDULE "D" to BYLAW 5637**BYLAW YEAR - 2019****1. WATER CONNECTION CHARGE**

One-Family, Two-Family, Multi-Family, Industrial, Commercial Water Connection Size	Connection Charge	
	Tie In Charge	Price Per Metre of Service Pipe
25 mm (1") diameter	\$2,550	\$175.00
40 mm (1 ½") diameter	\$3,500	\$175.00
50 mm (2") diameter	\$3,650	\$175.00
100 mm (4") diameter or larger	in accordance with Section 38	in accordance with Section 38

2. DESIGN PLAN PREPARED BY CITY

Design plan prepared by City for One-Family Dwelling or Two-Family Dwelling \$1,000 each

Design plan for all other buildings \$2,000

3. WATER METER INSTALLATION FEE

Install water meter [s. 3A(a)] \$1,000 each

SCHEDULE "E" to BYLAW 5637**BYLAW YEAR - 2019****CONSTRUCTION PERIOD WATER CONSUMPTION RATES –
RESIDENTIAL**

MONTH (2019)	ONE-FAMILY DWELLINGS & EACH UNIT IN A TWO-FAMILY DWELLING (rate per unit)	START BILL YEAR	MULTI- FAMILY LESS THAN 4 STOREYS (rate per unit)	START BILL YEAR	MULTI- FAMILY 4 STOREYS OR MORE (rate per unit)	START BILL YEAR
January	\$731	2020	\$598	2020	\$790	2021
February	\$670	2020	\$1,176	2021	\$758	2021
March	\$609	2020	\$1,126	2021	\$726	2021
April	\$548	2020	\$1,076	2021	\$694	2021
May	\$487	2020	\$1,027	2021	\$661	2021
June	\$427	2020	\$976	2021	\$630	2021
July	\$365	2020	\$927	2021	\$597	2021
August	\$1,071	2021	\$877	2021	\$990	2022
September	\$1,011	2021	\$827	2021	\$958	2022
October	\$950	2021	\$777	2021	\$926	2022
November	\$889	2021	\$728	2021	\$894	2022
December	\$828	2021	\$678	2021	\$862	2022

**CONSTRUCTION PERIOD WATER CONSUMPTION RATES –
COMMERCIAL AND INDUSTRIAL**

Water Connection Size	Consumption Charge
20mm (3/4") diameter	\$140
25mm (1") diameter	\$275
40mm (1 1/2") diameter	\$685
50mm (2") diameter and larger	\$1,715

SCHEDULE "F" to BYLAW 5637**BYLAW YEAR - 2019****MISCELLANEOUS CHARGES**

1.	For an inaccessible meter as set out in Section 7	\$183 per quarter
2.	For each turn on or turn off	\$100
3.	For each non-emergency service call outside regular hours	Actual Cost
4.	Fee for testing a water meter	\$345
5.	Water Service Disconnections:	
	(a) when the service pipe is temporarily disconnected at the property line for later use as service to a new building	\$165
	(b) when the service pipe is not needed for a future development and must be permanently disconnected at the watermain, up to and including 50mm	\$1,100
	(c) if the service pipe is larger than 50mm	Actual Cost
6.	Troubleshooting on private property	Actual Cost
7.	Fire flow tests of a watermain:	
	First test	\$250
	Subsequent test	\$150
8.	Locate or repair of curb stop service box or meter box	Actual Cost
9.	Toilet rebate per replacement	\$100
10.	Fee for water meter verification request	\$50
11.	Fee for use of City fire hydrants:	
	(a) Where the installation of a water meter is required:	
	Refundable deposit:	\$340
	Consumption fee: the greater of the rates set out in Item 1 of Schedule B or C, or	\$218

- (b) Where the installation of a water meter is not required:
 - First day \$218
 - Each additional day of use beyond the first day \$72
- 12. Fee for use of Private fire hydrants:
 - (a) Where the installation of a water meter is required:
 - Refundable deposit: \$360
 - Consumption fee: the greater of the rates set out in Item 1 of Schedule B or C, or \$210
 - (b) Where the installation of a water meter is not required:
 - First day \$100
 - Each additional day of use beyond the first day \$65

SCHEDULE "G" to BYLAW 5637**BYLAW YEAR - 2019****RATES FOR VANCOUVER INTERNATIONAL AIRPORT AUTHORITY (YVR)**

Applicable rate is \$0.8217 per cubic meter of water consumed, plus the following amounts:

- YVR's share of future water infrastructure capital replacement calculated at \$0.3372 per m³
- 50% of the actual cost of operations and maintenance activities on water infrastructure shared by the **City** and YVR, as shown outlined in red on the plan attached as Schedule H
- 100% of the actual cost of operations and maintenance activities on water infrastructure serving only YVR, as shown outlined in red on the plan attached as Schedule H
- 100% of the actual cost of operations and maintenance activities on a section of 1064 m water main, as shown outlined in green on the plan attached as Schedule H from the date of completion of the Canada Line public transportation line for a period of 5 years. After the 5 year period has expired, costs for this section will be equally shared between the **City** and YVR
- 76 m³ of water per annum at a rate of \$0.8217 per cubic meter for water used annually for testing and flushing of the tank cooling system at Storage Tank Farm TF2 (in lieu of metering the 200 mm diameter water connection to this facility)

(Note: water infrastructure includes water mains, pressure reducing valve stations, valves, hydrants, sponge vaults and appurtenances)



**Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551,
Amendment Bylaw No. 9943**

The Council of the City of Richmond enacts as follows:

1. The **Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551**, as amended, is further amended:
 - a) by deleting Schedule B and Schedule C in their entirety and substituting the schedules attached to and forming part of this Bylaw.
2. This Bylaw comes into force and effect on January 1, 2019.
3. This Bylaw is cited as "**Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551, Amendment Bylaw No. 9943**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

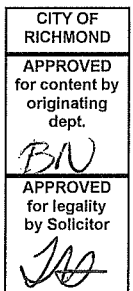
MAYOR

OCT 09 2018

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OCT 09 2018

CORPORATE OFFICER



SCHEDULE to Bylaw 9943**SCHEDULE B to BYLAW NO. 7551****SANITARY SEWER USER FEES****1. FLAT RATES FOR NON-METERED PROPERTIES**

	Annual Fee Per Unit
(a) Residential Dwellings	
(i) One-Family Dwelling or Two-Family Dwelling	\$505.34
(ii) Townhouses	\$462.37
(iii) Apartments	\$385.09
(b) Public School (per classroom)	\$395.47
(c) Shops and Offices	\$468.29

2. RATES FOR METERED PROPERTIES

Regular rate per cubic metre of water delivered to the property: \$ 1.2326

3. RATES FOR COMMERCIAL, INDUSTRIAL, INSTITUTIONAL AND AGRICULTURAL

Minimum charge in any quarter of a year: \$ 86.00

SCHEDULE B to BYLAW NO. 7551**SANITARY SEWER USER FEES****4. CONSTRUCTION PERIOD – PER DWELLING UNIT**

Month (2019)	One-Family Dwellings & Each Unit in a Two-Family Dwelling (rate per unit)	Start Bill Year	Multi-Family Dwelling Less than 4 Storeys (rate per unit)	Start Bill Year	Multi-Family Dwelling 4 Storeys or More (rate per unit)	Start Bill Year
January	\$505	2020	\$462	2020	\$790	2021
February	\$464	2020	\$909	2021	\$758	2021
March	\$421	2020	\$871	2021	\$725	2021
April	\$379	2020	\$832	2021	\$693	2021
May	\$337	2020	\$794	2021	\$661	2021
June	\$295	2020	\$756	2021	\$629	2021
July	\$253	2020	\$716	2021	\$597	2021
August	\$741	2021	\$678	2021	\$990	2022
September	\$700	2021	\$639	2021	\$958	2022
October	\$657	2021	\$601	2021	\$925	2022
November	\$615	2021	\$563	2021	\$893	2022
December	\$573	2021	\$524	2021	\$861	2022

SCHEDULE C to BYLAW NO. 7551**FLOOD PROTECTION SYSTEM FEES**

	Annual Fee Per Unit
1. FLOOD PROTECTION SYSTEM FEES	
(a) Residential Dwellings	
(i) One-Family Dwelling or Two-Family Dwelling	\$160.61
(ii) Multiple-Family Dwellings	\$155.90
(b) Agricultural properties	\$160.61
(c) Stratified industrial, commercial and institutional properties	\$160.61
(d) Non-stratified industrial, commercial and institutional properties with lot areas less than 800 m ²	\$160.61
(e) Non-stratified industrial, commercial and institutional properties with lot areas between 800 m ² and 10,000 m ²	\$361.92
(f) Non-stratified industrial, commercial and institutional properties with lot areas greater than 10,000 m ²	\$723.83



Richmond Zoning Bylaw 8500
Amendment Bylaw 9859 (RZ 17-773703)
6340 No. 3 Road

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

1. Richmond Zoning Bylaw 8500 is amended by inserting the following into Section 20 (Site Specific Mixed Use Zones), in numerical order:

“20.37 High Density Mixed Use and ECD Hub (ZMU37) – Brighthouse Village (City Centre)

20.37.1 Purpose

The **zone** provides for a broad range of **commercial, office, service, institutional, entertainment and residential uses** typical of the **City Centre**. Additional **density** is provided to achieve, amongst other things, **City** objectives related to the **development of affordable housing units, office uses and community amenities**, including an Early Childhood Development Hub.

20.37.2 Permitted Uses

- amenity space, community
- animal day care
- animal grooming
- broadcasting studio
- child care
- education
- education, commercial
- education, university
- emergency service
- entertainment, spectator
- government service
- health service, minor
- housing, apartment
- library and exhibit
- liquor primary establishment
- manufacturing, custom indoor
- microbrewery, winery and distillery
- neighbourhood public house
- office
- private club
- recreation, indoor
- religious assembly
- restaurant
- retail, convenience
- retail, general
- retail, second hand
- service, business support
- service, financial
- service, household repair
- service, personal
- studio
- veterinary service

20.37.3 Secondary Uses

- **boarding and lodging**
- **home business**
- **home-based business**

20.37.4 Additional Uses

- **district energy utility**

20.37.5 Permitted Density

1. For the purposes of this **zone**, the calculation of **floor area ratio** is based on a net **development site** area of 13,424.8 sq. m.
2. The maximum **floor area ratio** is "2.0" together with an additional:
 - a) "0.1" **floor area ratio** provided that the additional **floor area** is used entirely to accommodate indoor **amenity space**.
3. Notwithstanding Section 20.37.5.2, the reference to "2.0" is increased to a higher **floor area ratio** of "4.007" if the **owner**:
 - a) provides 27 **affordable housing units** on the **site** and the combined **habitable space** of the **affordable housing units** is not less than 5% of the total residential **floor area**;
 - b) enters into a **housing agreement** with respect to the **affordable housing units** and registers the **housing agreement** against title to the **lot** and files a notice in the Land Title Office;
 - c) uses a minimum of "1.0" of the additional **floor area ratio** for non-residential **uses** only;
 - d) uses a minimum of "0.007" of the additional **floor area ratio** for **child care** and community services **uses** only;
 - e) grants to the **City**:
 - i) at least 1% of the value of the total residential **floor area ratio** less the value of the **affordable housing unit floor area ratio**, or 377 sq. m., whichever is greater, toward an 1,765 sq. m. "Early Childhood Education Hub" **community amenity space**;
 - ii) at least 0.05 **floor area ratio**, or 671 sq. m., whichever is greater, toward an 1,765 sq. m. "Early Childhood Education Hub" **community amenity space**; and
 - iii) no less than 717 sq. m. toward an 1,765 sq. m. "Early Childhood Education Hub" **community amenity space**,
the whole of which shall be designed and constructed to the satisfaction of the **City** and provided to the **City** in the form of an **air space parcel** prior to occupancy of the **development**.
4. Notwithstanding Section 4.5.1, the following items are not included in the calculation of maximum **floor area ratio**:

- a) common mechanical, heating, ventilation, air conditioning, electrical, telephone and similar type service rooms not co-located with an **enclosed parking** area and not intended as **habitable space**;
- b) unenclosed, above grade, covered **open space** provided for the use of **child care** facility outdoor activities, including deep roof overhang and standalone roof areas, to a maximum of 30% of the combined covered and uncovered **open space** area; and
- c) unenclosed, above grade, covered common **open space** provided for the use of **building** tenants and **building** residents outdoor activity, including deep roof overhang and standalone roof areas, to a maximum of 15% of the combined covered and uncovered common **open space** area.

20.37.6 Permitted Lot Coverage

- 1. The maximum **lot coverage** is 90% for **buildings**.

20.37.7 Yards & Setbacks

- 1. Minimum **setbacks** shall be:
 - a) from a **road**, measured to the **lot line**, 6.0 m., except that a **road setback** may be reduced to:
 - i) 4.0 m., in the case of No. 3 Road, for portions of a **building** above **finished site grade**, as specified in a Development Permit approved by the **City**;
 - ii) 3.0 m., in the case of Cook Road, for portions of a **building** above **finished site grade**, as specified in a Development Permit approved by the **City**; and
 - iii) 0.0 m. for portions of a **building** below **finished site grade**, as specified in a Development Permit approved by the **City**;
 - b) from a **side lot line**, measured to the **lot line**, 5.5 m, except that a **side lot line setback** may be reduced to:
 - i) 4.0 m., for portions of a **building** above **finished site grade**, as specified in a Development Permit approved by the **City**; and
 - ii) 0.0 m., for portions of a **building** below **finished site grade**, as specified in a Development Permit approved by the **City**; and
 - c) from a **rear lot line**, measured to the **lot line**, 7.5 m, except that a **rear lot line setback** may be reduced to:
 - i) 6.0 m., for portions of a **building** above **finished site grade**, as specified in a Development Permit approved by the **City**; and
 - ii) 0.0 m., for portions of a **building** below **finished site grade**, as specified in a Development Permit approved by the **City**.
- 2. Notwithstanding Section 20.37.7.1, minimum **setbacks** for parts of a **building** directly adjacent to **City** land or land secured for public use via **right-of-way**, measured to a **lot line** or the boundary of the **right-of-way**, shall be:

- a) where a door provides **access**, 1.5 m or the depth of the door swing, whichever is greater.
3. Notwithstanding Sections 4.11 and 4.12, projections into **setbacks** for architectural features, **cantilevered roofs**, **balconies**, **awnings**, sunshades, canopies, privacy screens or similar **building** elements located 3.0 m or more above **finished site grade** may be increased, subject to the depth of the associated **setback**, to a maximum of:
 - a) for **road setbacks**, 2.5 m., as specified in a Development Permit approved by the **City**;
 - b) for **side lot line** and **rear lot line setbacks**, 2.0 m., as specified in a Development Permit approved by the **City**.

20.37.8 Permitted Heights

1. The maximum **building height** for **principal buildings** is 47.0 m. geodetic.
2. The maximum **building height** for **accessory structures** is 12.0 m.

20.37.9 Subdivision Provisions/Minimum Lot Size

1. The minimum **lot area** is 12,600 sq. m.

20.37.10 Landscaping & Screening

1. **Landscaping** and **screening** shall be provided according to the provisions of Section 6.0.

20.37.11 On-Site Parking and Loading

1. On-site bicycle and **vehicle** parking and loading shall be provided according to the standards set out in Section 7.0.
2. Notwithstanding Section 20.37.11.1, the minimum number of required bicycle **parking spaces** shall be:
 - a) for Class 1, for the combined **child care** and community services **uses**, 15 spaces;
 - b) for Class 2, for **general retail**, **convenience retail**, **restaurant**, **office**, **child care**, community services and other non-residential **uses**, calculated as 0.1 spaces per 100.0 sq. m. of **floor area**; and
 - c) for Class 2, for residential **uses**, calculated as 0.1 spaces per **dwelling unit**.
3. Notwithstanding Section 20.37.11.1, the minimum number of **vehicle parking spaces** for the combined **child care** and community services **uses** shall be:

- a) for the **child care** staff, 11 **parking spaces**;
 - b) for the **child care** drop-off/pick-up, 9 **parking spaces**;
 - c) for the community services staff, 11 **parking spaces**; and
 - d) for the community services clients, 10 **parking spaces**.
4. Notwithstanding Section 20.37.11.1, the minimum number of **vehicle parking spaces** required for after-hours community use of the ECD Hub facility shall be 8 **parking spaces** and the **parking spaces** may be provided within the shared non-residential/visitor parking area.
 5. Notwithstanding Section 20.37.11.1, the **vehicle parking spaces** for **child care** pick-up/drop-off shall be no smaller than 2.65 m. wide by 5.5 m. long.
 6. Notwithstanding Section 20.37.11.1, the minimum number of truck **loading spaces** is:
 - a) no large size truck **loading spaces** for non-residential **uses** and residential **uses**;
 - b) 6.0 medium size truck **loading spaces** shared between all non-residential and residential **uses**; and
 - c) 1.0 small size van **loading space** with associated marshalling area, to be no less than 5.0 m. wide x 11.0 m. long, for the exclusive and shared use of the **child care** and community services **uses**.

20.37.12 Other Regulations

1. Signage must comply with the City of Richmond's *Sign Bylaw 5560*, as it applies to **development** in the Downtown Commercial (CDT1) **zone**.
 2. **Telecommunication antenna** must be located a minimum 20.0 m above the ground (i.e., on a roof of a **building**).
 3. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and the Specific Use Regulations in Section 5.0 apply."
2. 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 parcel and by designating it **HIGH DENSITY MIXED USE AND ECD HUB (ZMU37) – BRIGHOUSE VILLAGE (CITY CENTRE)**:

P.I.D. 000-586-919
 LOT 169 SECTION 9 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER
 DISTRICT PLAN 41547

3. That the Mayor and Clerk are hereby authorized to execute any documents necessary to discharge "Land Use Contract 062" ("Techram Securities Ltd. Land Use Contract Bylaw No. 3366, 1977" (RD50359)) from the following area:

P.I.D. 000-586-919

LOT 169 SECTION 9 BLOCK 4 NORTH RANGE 6 WEST NEW WESTMINSTER
DISTRICT PLAN 41547

4. This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw 9859**".

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

JUN 11 2018

JUL 16 2018

JUL 16 2018

JUL 16 2018

OCT 18 2018

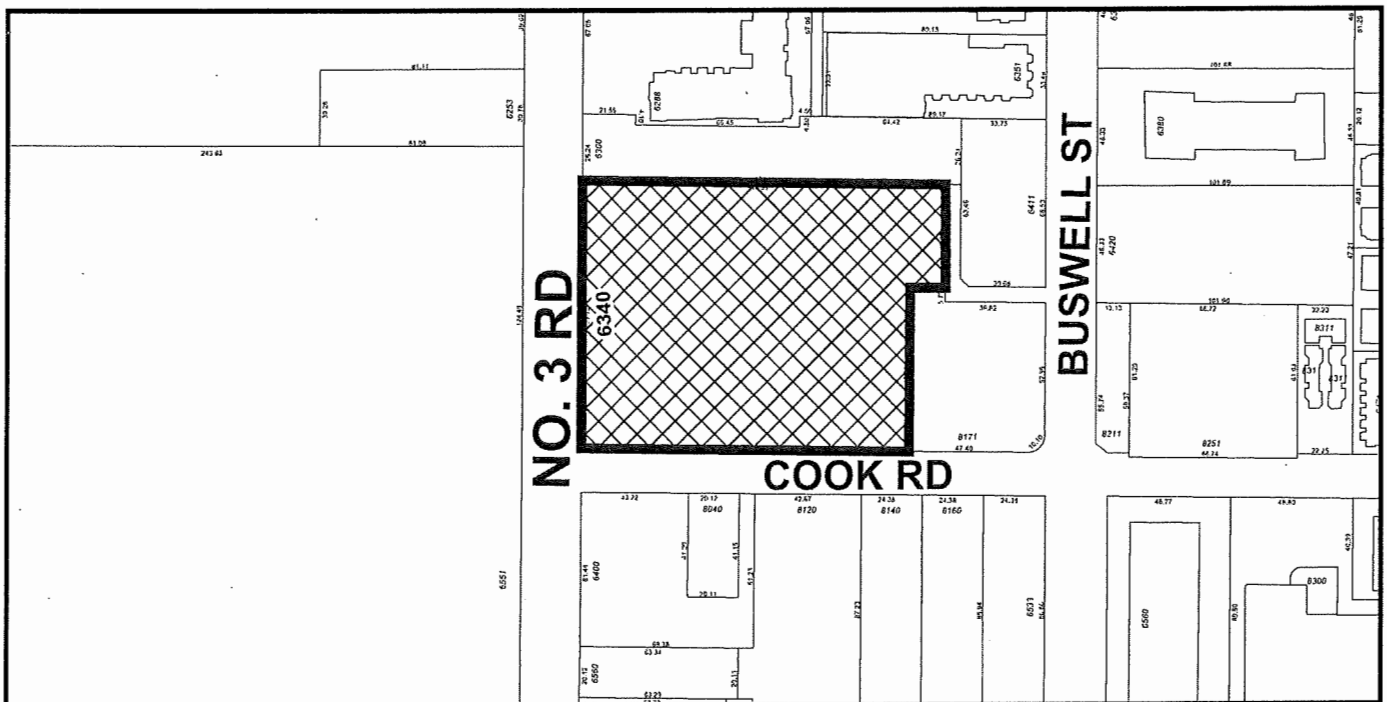
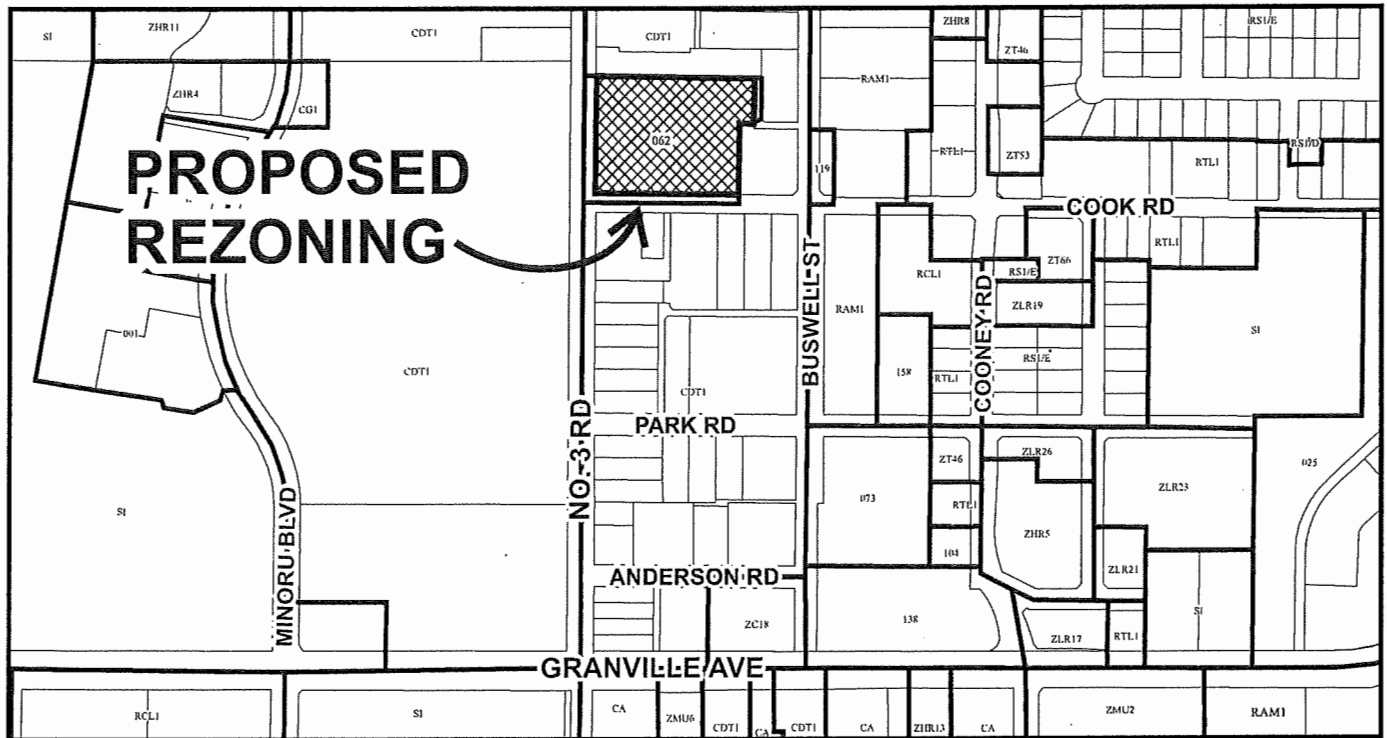
CITY OF RICHMOND
APPROVED by <i>[Signature]</i>
APPROVED by Director or Solicitor <i>[Signature]</i>

MAYOR

CORPORATE OFFICE



City of Richmond



RZ 17-773703

Original Date: 06/23/17

Revision Date:

Note: Dimensions are in METRES

CNCL - 417



**Housing Agreement (7960 Alderbridge Way and 5333 and 5411 No. 3
Road) Bylaw No. 9933**

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: 003-582-663 Lot 79 Section 5 Block 4 North Range 6 West New Westminster
District Plan NWP37118

PID: 003-583-902 Lot 80 Section 5 Block 4 North Range 6 West New Westminster
District Plan NWP 37118

PID: 003-587-100 Lot 46 Section 5 Block 4 North Range 6 West New Westminster
District Plan NWP34468

This Bylaw is cited as **"Housing Agreement (7960 Alderbridge Way and 5333 and 5411 No.
3 Road) Bylaw No. 9933**

FIRST READING

SECOND READING

THIRD READING

ADOPTED

OCT 09 2018

OCT 09 2018

OCT 09 2018

CITY OF RICHMOND
APPROVED for content by originating dept.
CS
APPROVED for legality by Solicitor
[Signature]

MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (7960 Alderbridge Way and 5333 and 5411 No. 3 Road) Bylaw No.
9933

HOUSING AGREEMENT BETWEEN 0989705 B.C. LTD. AND THE CITY OF RICHMOND

HOUSING AGREEMENT – AFFORDABLE AND MARKET RENTAL HOUSING
(Section 483 Local Government Act)

THIS AGREEMENT is dated for reference _____, 2018,

AMONG:

ALDERBRIDGE WAY LIMITED PARTNERSHIP, a limited partnership duly formed under the laws of the Province of British Columbia and having its registered office at 2000 – 250 Howe Street, Vancouver BC V6C 3R6, by its general partner **ALDERBRIDGE WAY GP LTD.**, a corporation duly incorporated under the laws of the Province of British Columbia and having its registered office at 2000 – 250 Howe Street, Vancouver BC V6C 3R6

(the “Beneficiary”)

AND:

0989705 B.C. LTD. (INC. NO. BC0989705), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 1600 – 925 West Georgia Street, Vancouver British Columbia V6C 3L2

(the “Nominee”)

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

AND:

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

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

WHEREAS:

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

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Housing Agreement (Section 483 Local Government Act)
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road
Application No. RZ 15-692486
Rezoning Considerations No. 20 and No. 21

CNCL - 420



- B. The Owner is the owner of the Lands; and
- C. The Owner and the City wish to enter into this Agreement to provide for affordable housing on the terms and conditions set out in this Agreement,

In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **"Affordable Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be 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 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;

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Housing Agreement (Section 483 Local Government Act)
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road
Application No. RZ 15-692483
Rezoning Considerations No. 20 and No. 21

SH

- (i) **"Development"** means the mixed-use residential, office 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, an Affordable Housing Unit and/or a Market Rental Housing Unit;
- (m) **"Eligible Tenant"** means a Family having a cumulative gross annual income of:

- (i) in respect to a one-bedroom unit, \$38,250.00 or less;
- (ii) in respect to a two-bedroom unit, \$46,800.00 or less; or
- (iii) 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;

- (n) **"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
- (o) **"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;

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*Housing Agreement (Section 483 Local Government Act)
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road
Application No. RZ 15-692485
Rezoning Considerations No. 20 and No. 21*

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- (p) **"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;
- (q) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (r) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (s) **"Lands"** means the lands and premises legally described as follows:
 - (i) Parcel Identifier: 003-583-902, Lot 80 Section 5 Block 4 North Range 6 West New Westminster District Plan 37118;
 - (ii) Parcel Identifier: 003-587-100, Lot 46 Section 5 Block 4 North Range 6 West New Westminster District Plan 34468; and
 - (iii) Parcel Identifier: 003-582-663, Lot 79 Section 5 Block 4 North Range 6 West New Westminster District Plan 37118,
 including a building or a portion of a building, into which said lands are Subdivided;
- (t) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (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 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;
- (x) **"Market Rental 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;
- (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

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Housing Agreement (Section 483 Local Government Act)
 Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road
 Application No. RZ 15-692485
 Rezoning Considerations No. 20 and No. 21



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) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
- (ii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
- (iii) \$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) **"Rental Housing Units"** means, collectively, the Affordable Housing Units and the Market Rental Housing Units, or one or more of these Dwelling Units, as the context demands;
- (cc) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (dd) **"Strata Property Act"** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (ee) **"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*;

- (ff) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit or a Market Rental Housing Unit; and
- (gg) **"Tenant"** means an occupant of an Affordable Housing Unit or a Market Rental Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

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ARTICLE 2 USE AND OCCUPANCY OF RENTAL HOUSING UNITS

2.1 The Owner agrees that:

- (a) each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant at Permitted Rent. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant; and
- (b) each Market Rental Housing Unit may only be used as a permanent residence occupied by a Tenant at or below Market Rent. A Market Rental Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Tenants), or any tenant or guest of the Owner, other than the Tenant. For the purposes of this Article, "permanent residence" means that the Market Rental Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Tenant.

2.2 Within 30 days after receiving notice from the City, the Owner must:

- (a) 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; and
- (b) 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 Appendix B, 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 an Market Rental Housing Unit if, in the City's

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*Housing Agreement (Section 483 Local Government Act)
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road
Application No. RZ 15-692485
Rezoning Considerations No. 20 and No. 21*

SH

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 Rental Housing Units;
 - (b) be issued with a Building Permit unless the Building Permit includes the Rental 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 Rental Housing Units and related uses and areas have been constructed to the satisfaction of the City;
 - (ii) the Rental Housing Units have received final building permit inspection granting occupancy; and
 - (iii) the Owner is no 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 RENTAL HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned, except as required under the *Residential Tenancy Act*.
- 3.2 Without limiting section 2.1, the Owner will not permit a Market Rental Unit or an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant or an Eligible Tenant (as contemplated in section 2.1).
- 3.3 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 nineteen (19) Affordable Housing Units 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 nineteen (19) Affordable Housing Units.

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Housing Agreement (Section 483 Local Government Act)
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- 3.4 If this Housing 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 in a single or related series of transactions with the result that when the purchaser or transferee of the Market Rental Housing Units 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.
- 3.5 If the Owner sells or transfers any Rental 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 on-site common indoor and outdoor amenity spaces that are available to the owners of the residential strata lots contained within the same building as the Affordable Housing Unit;
 - (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 property, limited common property, or other common areas, facilities or 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:

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Housing Agreement (Section 483 Local Government Act)
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- (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 building), by or on behalf of the Tenant;
- (e) subject to any contrary provisions in the *Residential Tenancy Act*, the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(m) 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 paragraph (e)(ii), above [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(m) 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 paragraph (e)(ii), above, 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;

- (f) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
- (g) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

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Housing Agreement (Section 483 Local Government Act)
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- 3.7 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; and
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces that are available to the owners of the residential strata lots contained within the same building as the Market Rental Housing Unit.
- 3.8 The Owner shall not impose any age-based restrictions on Tenants of Rental Housing Units.
- 3.9 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Rental Housing Unit to comply with this Agreement.
- 3.10 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.11 If the Owner has terminated the Tenancy Agreement, 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 Rental Housing Unit, as applicable, or the on or before the effective date of termination.

ARTICLE 4 DEMOLITION OF RENTAL HOUSING UNIT

- 4.1 The Owner will not demolish a 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 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 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 Rental Housing Unit, as applicable, has been issued by the City and the Rental Housing Unit, as applicable, has been demolished under that permit.



Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as an Affordable Housing Unit or the 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 strata corporation bylaw which prevents, restricts or abridges the right to use the Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Rental Housing Units, will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Rental Housing Unit, as applicable, 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 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 a Rental Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities, except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the 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 or rented at a rate in excess of the Permitted 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 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 a Rental Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the 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 Rental Housing Units, then

{00487794; 5 }

CNCL - 432

Housing Agreement (Section 483 Local Government Act)
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road
Application No. RZ 15-692483
Rezoning Considerations No. 20 and No. 21

SH

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. Further, the Owner acknowledges and agrees that in the event that the Rental 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 Rental Housing Units and will permit representatives of the City to inspect the 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 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. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Rental 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;

{00487794; 5 }

CNCL - 433

Housing Agreement (Section 483 Local Government Act)
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road
Application No. RZ 15-692485
Rezoning Considerations No. 20 and No. 21



- (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 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 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 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:



{00487794; 5 }

Housing Agreement (Section 483 Local Government Act)
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road
Application No. RZ 15-692485
Rezoning Considerations No. 20 and No. 21

CNCL - 434

- (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 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:

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]



{00487794; 5 }

CNCL - 437

Housing Agreement (Section 483 Local Government Act)
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road
Application No. RZ 15-692485
Rezoning Considerations No. 20 and No. 21

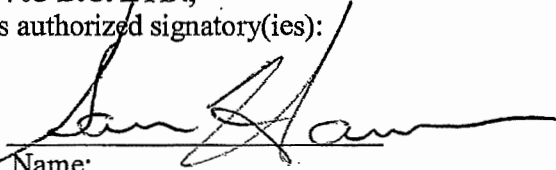
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the
day and year first above written.

ALDERBRIDGE WAY LIMITED PARTNERSHIP,
by its general partner
ALDERBRIDGE WAY GP LTD.,
by its authorized signatory(ies):

Per: 
Name: _____

Per: _____
Name: _____

0989705 B.C. LTD.,
by its authorized signatory(ies):

Per: 
Name: _____

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

CANADA	)	IN THE MATTER OF A
	)	HOUSING AGREEMENT WITH
PROVINCE OF BRITISH COLUMBIA	)	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 "Affordable Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Housing Unit.
3. For the period from _____ to _____, the Affordable Housing Unit was occupied only by the Eligible Tenants (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

[Names, addresses and phone numbers of Eligible Tenants and their employer(s)]

4. The rent charged each month for the Affordable Housing Unit is as follows:
 - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$ _____ per month;
 - (b) the rent on the date of this statutory declaration: \$ _____; and
 - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$ _____.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.

{00487794; 5 }

CNCL - 439

*Housing Agreement (Section 483 Local Government Act)
Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road
Application No. RZ 15-692485
Rezoning Considerations No. 20 and No. 21*



6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of _____
_____, in the Province of British
Columbia, this _____ day of _____
_____, 20____.

A Commissioner for Taking Affidavits in the
Province of British Columbia

DECLARANT



Appendix B to Housing Agreement

STATUTORY DECLARATION

CANADA	)	IN THE MATTER OF A
	)	HOUSING AGREEMENT WITH
PROVINCE OF BRITISH COLUMBIA	)	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 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 Housing Agreement) at or below Market Rent (as defined in the 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



{00487794; 5 }

CNCL - 441

Housing Agreement (Section 483 Local Government Act)
 Address: 7960 Alderbridge Way and 5333 and 5411 No. 3 Road
 Application No. RZ 15-692485
 Rezoning Considerations No. 20 and No. 21



**Development Permit Panel
Wednesday, September 26, 2018**

Time: 3:30 p.m.
Place: Council Chambers
Richmond City Hall
Present: Joe Erceg, Chair
Cecilia Achiam, General Manager, Community Safety
Peter Russel, 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 September 12, 2018 be adopted.

CARRIED

1. DEVELOPMENT PERMIT 18-822743
(REDMS No. 5967186 v. 4)

APPLICANT: GBL Architects Ltd.

PROPERTY LOCATION: 6340 No. 3 Road

INTENT OF PERMIT:

To permit the construction of a 15-storey, 53,794 m² (579,027 ft²), mixed-use development at 6340 No. 3 Road on a site zoned “High Density Mixed Use and ECD Hub (ZMU37) – Brighthouse Village (City Centre)”.

Applicant's Comments

Thomas Lee, GBL Architects, with the aid of a video presentation (attached to and forming part of these Minutes as Schedule 1) provided background information on the proposed development, including its site context and lay-out, location of pedestrian and vehicle access into the site, and the proposed commercial, residential, office and Early Childhood Development (ECD) Hub uses of the development.

Development Permit Panel

Wednesday, September 26, 2018

In addition, Mr. Lee noted the following:

- the office tower and public plaza are proposed to be located at the prominent No. 3 Road and Cook Road intersection;
- a new north-south pedestrian mews will be constructed on the east side of the site and will provide pedestrian connection to the Bus Mall to the north of the site;
- the project's proposed low-carbon energy plant will be integrated with the City's overall District Energy Utility (DEU) system in the future;
- the Early Childhood Development (ECD) Hub will have its own entry lobby, elevator and outdoor amenity space;
- the ECD Hub interior space is designed to achieve a higher sustainability rating, i.e., LEED Gold certification, than the rest of the project;
- a large indoor amenity space is provided adjacent to the residential outdoor amenity space;
- a restrained material palette is proposed, consisting mainly of metal panels and glass; and
- sun shading elements are integrated into the office tower façade.

Grant Brumpton, PWL Partnership Landscape Architects Inc., with the aid of a video presentation (attached to and forming part of these Minutes as Schedule 1) briefed the Panel on the main landscaping features of the project, noting that (i) the proposed enhancements to the public realm along No. 3 Road and Cook Road include, among others, treed and planted boulevards, off-street bicycle lanes, buffer strips and widened sidewalks, (ii) the substantial building setback from No. 3 Road allows for a wide range of active uses, (iii) urban agriculture is proposed on a mid-rise roof top area, (iv) a small extensive green roof is provided over a portion of the ECD Hub, (v) interior spaces for various age groups in the ECD Hub have corresponding outdoor spaces as well as shared outdoor spaces, and (vi) the residential common outdoor space will be separate from the ECD outdoor space.

Development Permit Panel

Wednesday, September 26, 2018

Panel Discussion

In reply to queries from the Panel, the project's design team acknowledged that (i) there is no vehicle access to the Bus Mall to the north of the subject site from the "kiss and ride" area at the northeast corner of the site, (ii) there are retail spaces at both ends of the north-south pedestrian mews and parkade wall and service rooms in between, (iii) frontage and Public Right of Passage Statutory Rights of Way (PROP SRWs) improvements on all sides of the development are part of a Servicing Agreement which is currently in process, (iv) the applicant is seeking a relaxation of the Flood Plain Designation and Protection Bylaw provisions along part of the Cook Road frontage; however, all the habitable spaces in the building will be above the highest point of the sidewalk, (v) sound mitigation measures will be recommended by a professional acoustic consultant for the commercial and residential uses adjacent to the Bus Mall, (vi) a vehicle backup area is proposed on the "kiss and ride" parking area as a loop would require a significant amount of space, and (vii) additional parking spaces on the "kiss and ride" area will be provided in the future as the adjacent property to the southeast redevelops and the lane access from Buswell Street is widened.

In reply to a further query from the Panel, Janet Digby, Planner 3, confirmed that an off-street bicycle lane is proposed along the No. 3 Road frontage.

Staff Comments

Wayne Craig, Director, Development noted that (i) there is an extensive Servicing Agreement which will deal with frontage works including the lane, construction of the pedestrian mews and "kiss and ride" area, (ii) the coordination of the No. 3 Road frontage, both the public and private spaces, will be further looked at through the Servicing Agreement, (iii) a General Compliance application may be forthcoming with respect to the No. 3 Road frontage depending on the design revisions as a result of the Servicing Agreement, (iv) 157 units with Basic Universal Housing (BUH) features and 27 low end market rental housing units are proposed, (v) the project's proposed low-carbon District Energy System will be transferred to the City in the future, (vi) there are two portions of the building where public art is contemplated, including part of the façade along the corner of Cook Road and No. 3 Road and along the pedestrian mews on the east side of the site, (vii) façade changes resulting from the installation of public art will be subject to General Compliance, (viii) a preliminary report from the project's acoustical engineer states that the residential units will comply with CHMC noise standards considering bus traffic, Canada Line, and aircraft noise, and (ix) a final acoustical report will be required prior to the subject Development Permit application being forwarded for Council consideration.

In reply to a query from the Panel, Mr. Craig confirmed that the proposed mechanical equipment will be located on the office tower rooftop.

In reply to a further query from the Panel, Ms. Digby advised that the towers are addressed from No. 3 Road; however, a fire access is provided from the Bus Mall immediately adjacent to the north of the site and that Richmond Fire-Rescue was consulted as part of the application review process.

Development Permit Panel

Wednesday, September 26, 2018

Gallery Comments

Jenny Shao, 6288 No. 3 Road, expressed concern regarding the site preparation noise generated on the subject site early in the day and posed a query regarding the construction period for the proposed development.

The Chair noted that construction hours are subject to the City's Noise Regulation Bylaw and are outside the Panel's jurisdiction.

With regard to the construction period for the project, Anthony Lo, Senior Vice-President, Keltic Canada Development Co. Ltd., advised that the proposed development will be constructed over a period of approximately 36 months.

The Chair then suggested that Ms. Shao coordinate with the applicant regarding her concern and contact the City with respect to information on or complaints related to the applicant's compliance with the Noise Regulation Bylaw.

Correspondence

None.

Panel Decision

It was moved and seconded

That a Development Permit be issued which would permit the construction of a 15-storey, 53,794 m² (579,027 ft²), mixed-use development at 6340 No. 3 Road on a site zoned "High Density Mixed Use and ECD Hub (ZMU37) – Brighthouse Village (City Centre)".

CARRIED

2. New Business

Mr. Craig advised that there are no agenda items for the next scheduled meeting of the Panel on Wednesday, October 10, 2018.

It was moved and seconded

That the meeting of the Development Permit Panel scheduled on Wednesday, October 10, 2018 be cancelled.

CARRIED

Development Permit Panel
Wednesday, September 26, 2018

3. **Date of Next Meeting: October 24, 2018**

4. **Adjournment**

It was moved and seconded

That the meeting be adjourned at 4:05 p.m.

CARRIED

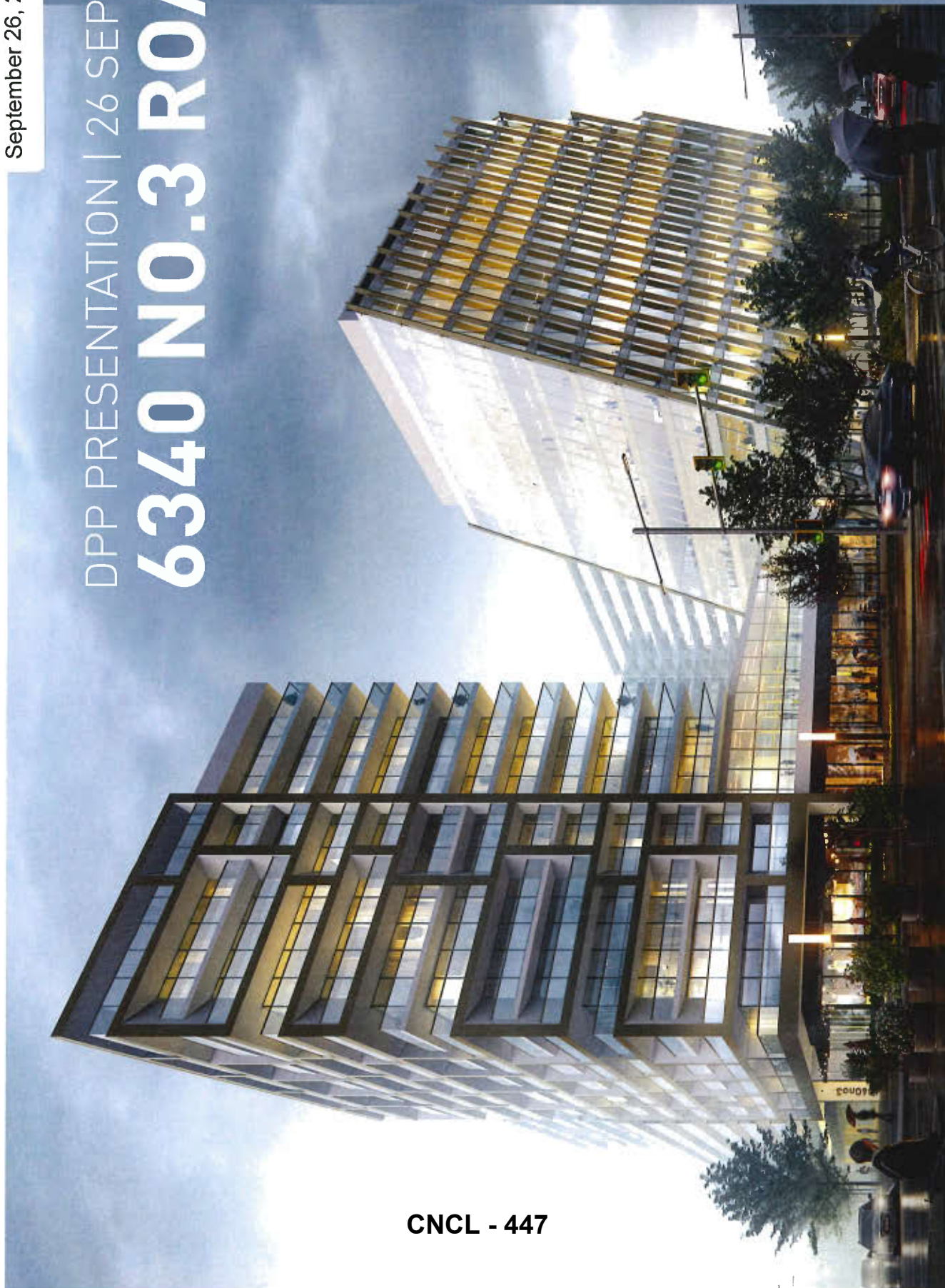
Certified a true and correct copy of the
Minutes of the meeting of the
Development Permit Panel of the Council
of the City of Richmond held on
Wednesday, September 26, 2018.

Joe Erceg
Chair

Rustico Agawin
Committee Clerk

DPP PRESENTATION | 26 SEP 2018 6340 NO.3 ROAD

CNCL - 447





NEIGHBORHOOD

CANADA LINE

RICHMOND
BRIGHOUSE
STATION



6340 NO. 3 ROAD

COOK ROAD

WADSWORTH ROAD

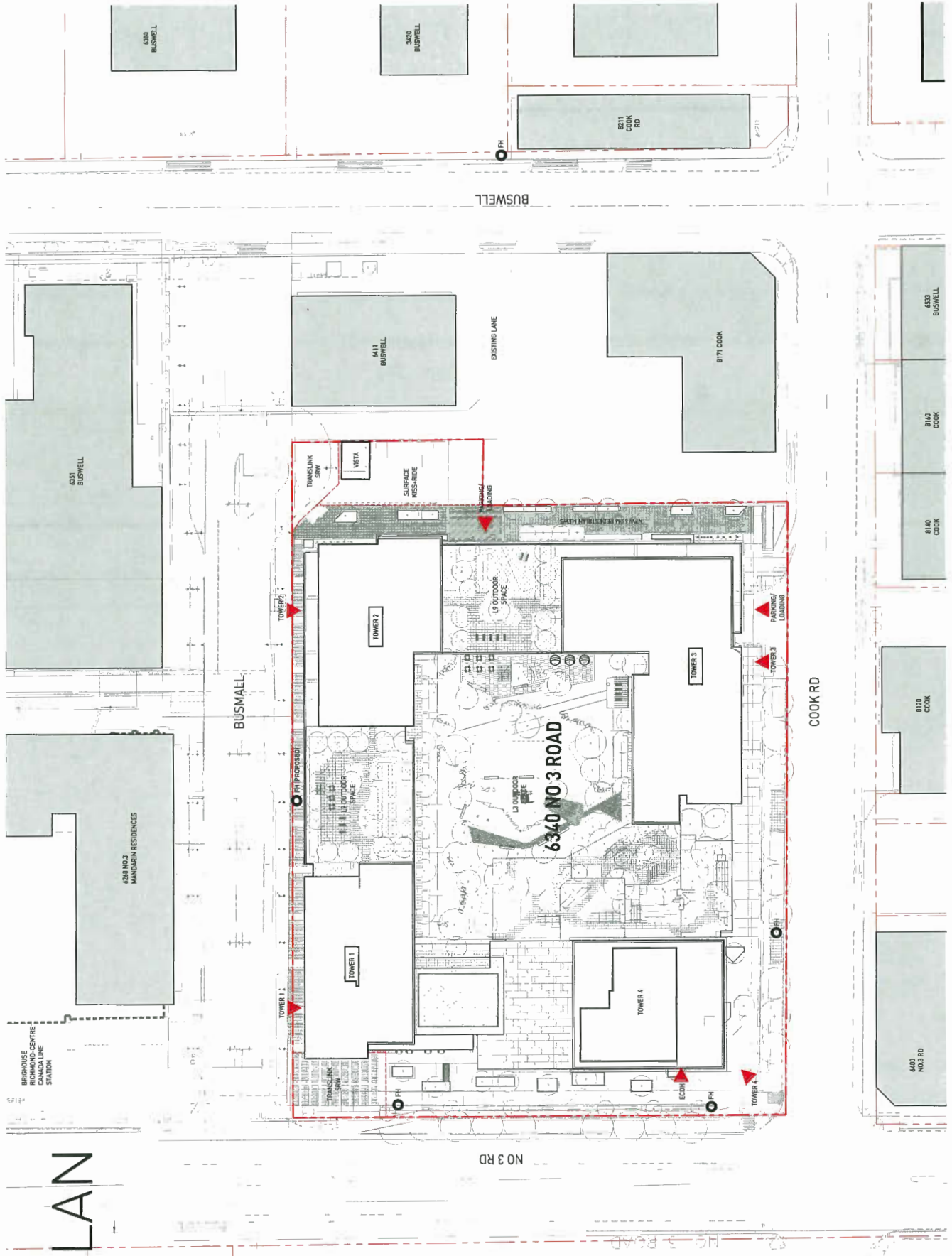
BUSWELL ROAD

NO. 3 ROAD

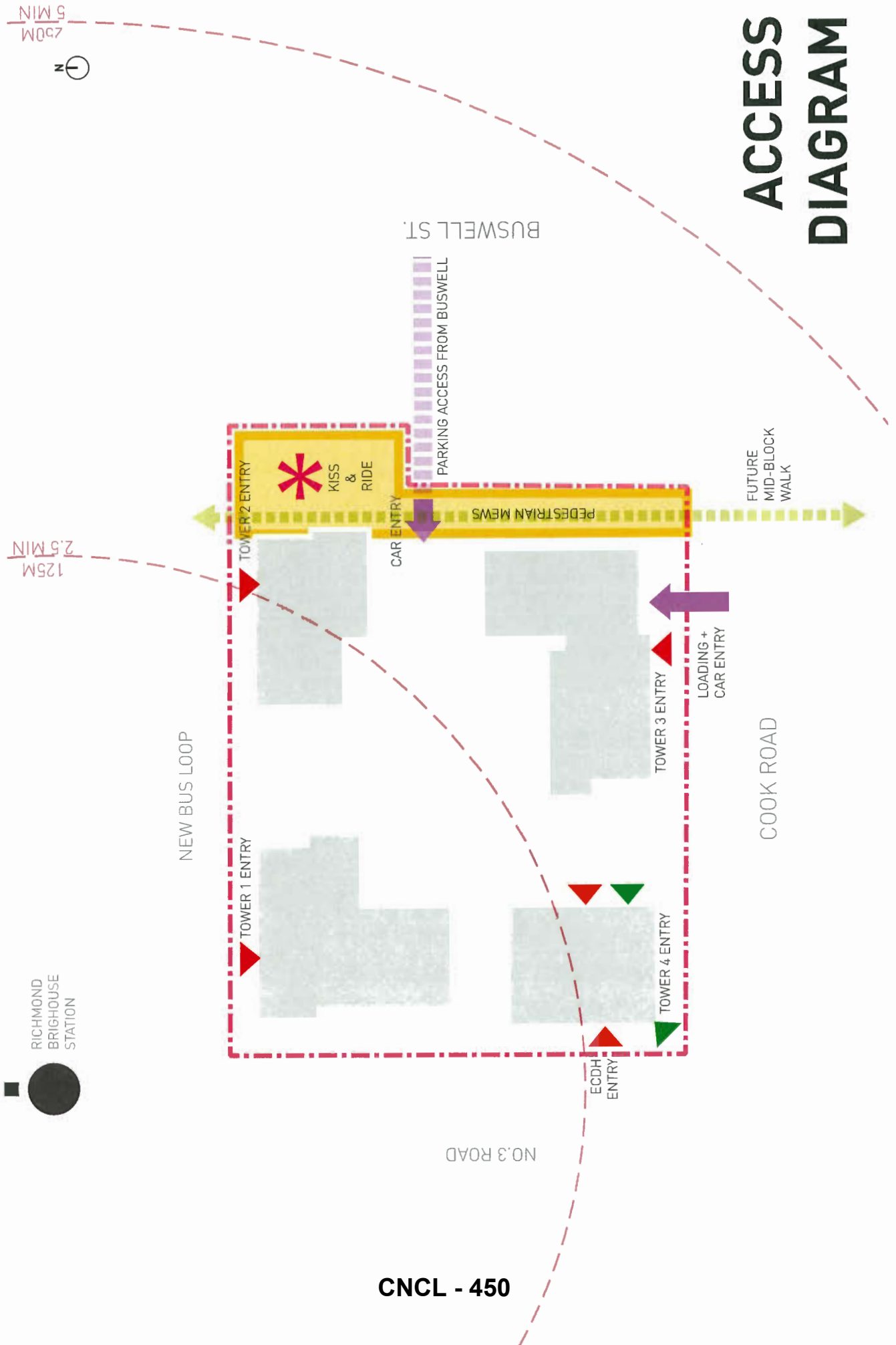
CNCL - 448

SITE PLAN

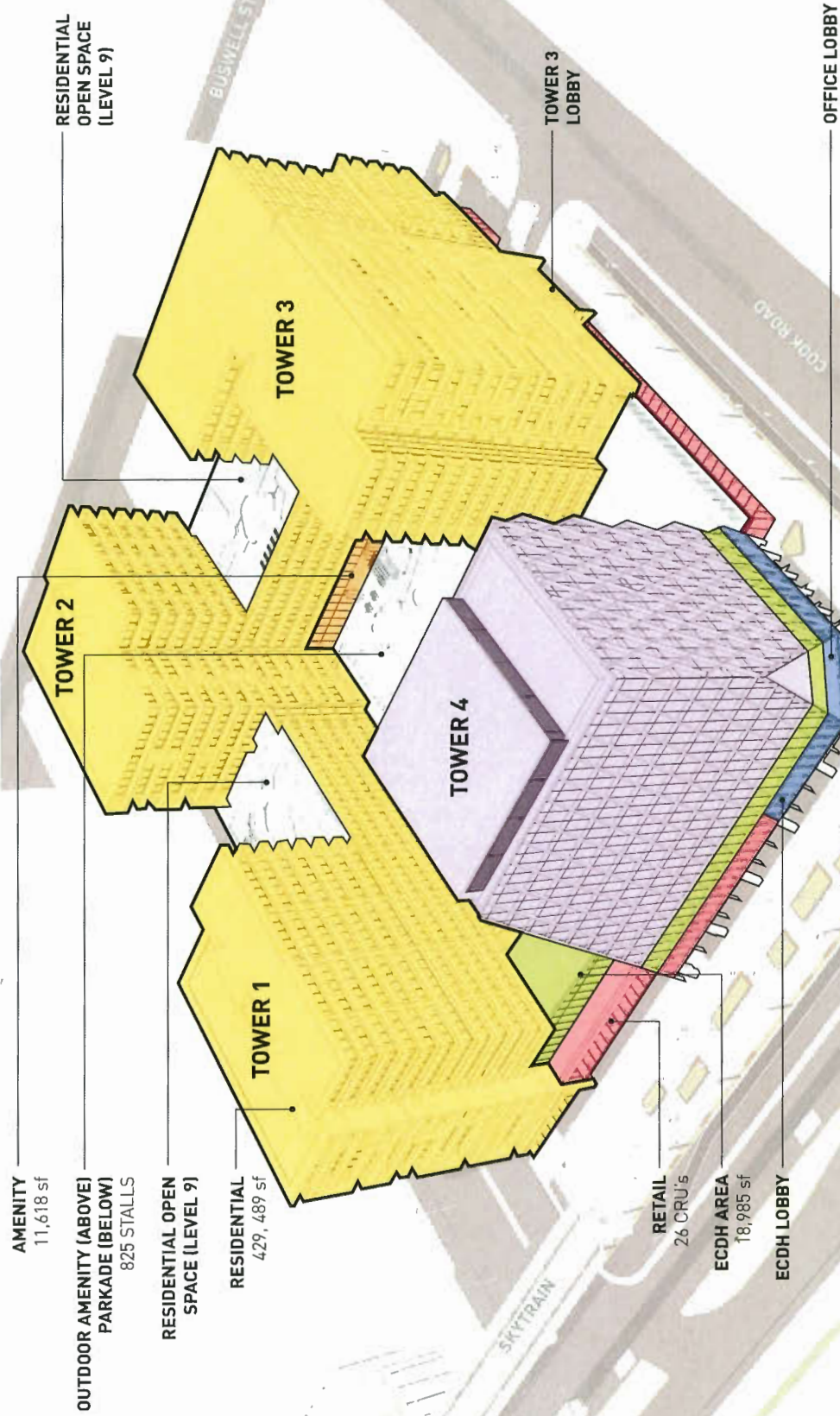
CNCL - 449



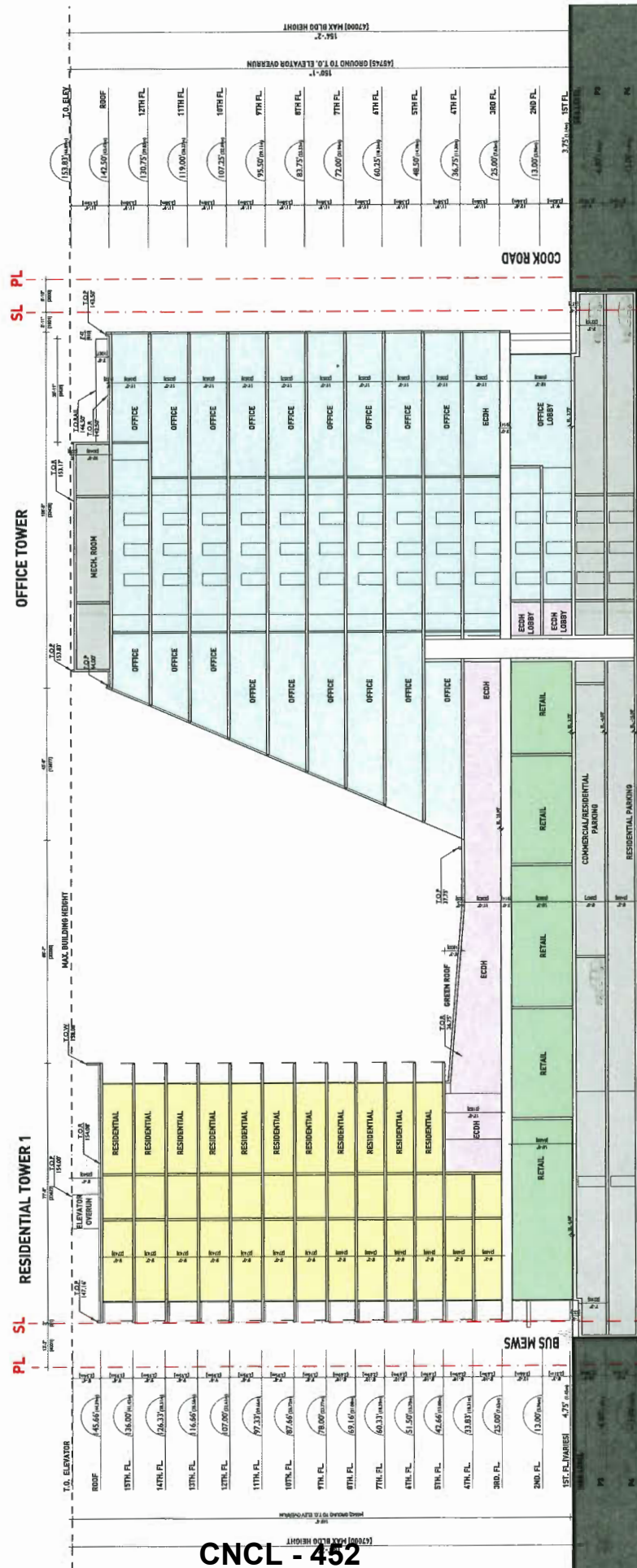
ACCESS DIAGRAM



PROGRAM LOOKING NORTHEAST



CNCL - 452



ECDH 19,000 SF TOTAL

CNCL - 453



- COMMUNITY FACILITY
- ECDH AREA
- DAYCARE ECDH AREA
- ECDH DEDICATED ELEVATOR + STAIR



INTEGRAL GROUP

[illegible]

**ECDH WILL BE LEED (COMMERCIAL INTERIOR)
GOLD CERTIFIED**

LEED v4 for ID+C: Commercial Interiors
6340 No. 3 Road ECDH: Preliminary LEED Checklist

Y Y N

2 2 2

Integrative Process

2

12 12 16 Location and Transportation

18

10 LEED for Neighborhood Development

Surrounding Density and Diversity Use

Access to Quality Transit

Bicycle Facilities

Reduced Parking Footprint

12 12 12 Water Efficiency

10 Indoor Water Use Reduction

Indoor Water Use Reduction

12 12 12 Energy and Atmosphere

10 Fundamental Commissioning and Verification

Required Minimum Energy Performance

Functional Refrigerant Management

Optimize Energy Performance

Advanced Energy Modeling

Renewable Energy Production

Enhanced Refrigerant Management

Green Power and Carbon Offsets

12 12 12 Materials and Resources

10 Storage and Collection of Recyclables

Construction and Remodel Waste Management Planning

Interior Life-Cycle Impact Reduction

Building Product Disclosure and Optimization - Environmental Product Declarations

Building Product Disclosure and Optimization - Sourcing of Raw Materials

Building Product Disclosure and Optimization - Material Ingredients

Building Product Disclosure and Optimization - Material Health

12 12 12 Indoor Environmental Quality

10 Minimum Indoor Air Quality Performance

Enhanced Indoor Air Quality Strategies

Low-Emitting Materials

Indoor Air Quality Assessment

Thermal Comfort

Interior Lighting

Daylight

Quality Views

Acoustic Performance

2018-05-24

17

7 7 1 Indoor Environmental Quality

Minimum Indoor Air Quality Performance

Enhanced Indoor Air Quality Strategies

Low-Emitting Materials

Indoor Air Quality Assessment

Thermal Comfort

Interior Lighting

Daylight

Quality Views

Acoustic Performance

12 12 12 Energy and Atmosphere

10 Fundamental Commissioning and Verification

Required Minimum Energy Performance

Functional Refrigerant Management

Optimize Energy Performance

Advanced Energy Modeling

Renewable Energy Production

Enhanced Refrigerant Management

Green Power and Carbon Offsets

12 12 12 Materials and Resources

10 Storage and Collection of Recyclables

Construction and Remodel Waste Management Planning

Interior Life-Cycle Impact Reduction

Building Product Disclosure and Optimization - Environmental Product Declarations

Building Product Disclosure and Optimization - Sourcing of Raw Materials

Building Product Disclosure and Optimization - Material Ingredients

Building Product Disclosure and Optimization - Material Health

12 12 12 Indoor Environmental Quality

10 Minimum Indoor Air Quality Performance

Enhanced Indoor Air Quality Strategies

Low-Emitting Materials

Indoor Air Quality Assessment

Thermal Comfort

Interior Lighting

Daylight

Quality Views

Acoustic Performance

12 12 12 Energy and Atmosphere

10 Fundamental Commissioning and Verification

Required Minimum Energy Performance

Functional Refrigerant Management

Optimize Energy Performance

Advanced Energy Modeling

Renewable Energy Production

Enhanced Refrigerant Management

Green Power and Carbon Offsets

12 12 12 Materials and Resources

10 Storage and Collection of Recyclables

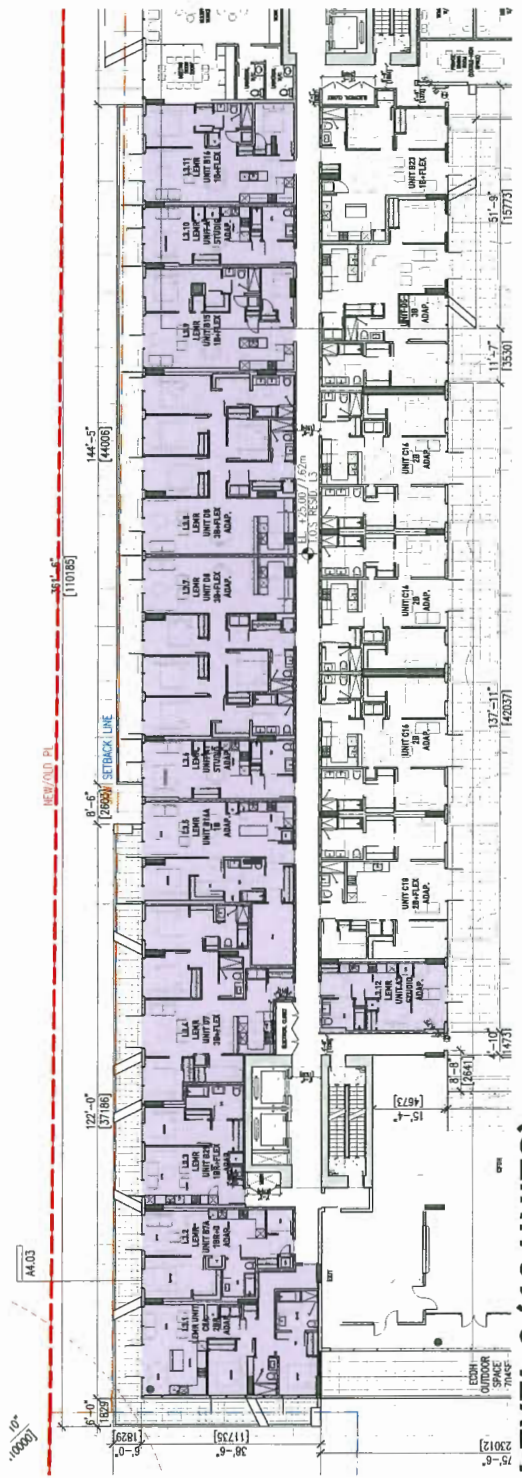
Construction and Remodel Waste Management Planning

Interior Life-Cycle Impact Reduction

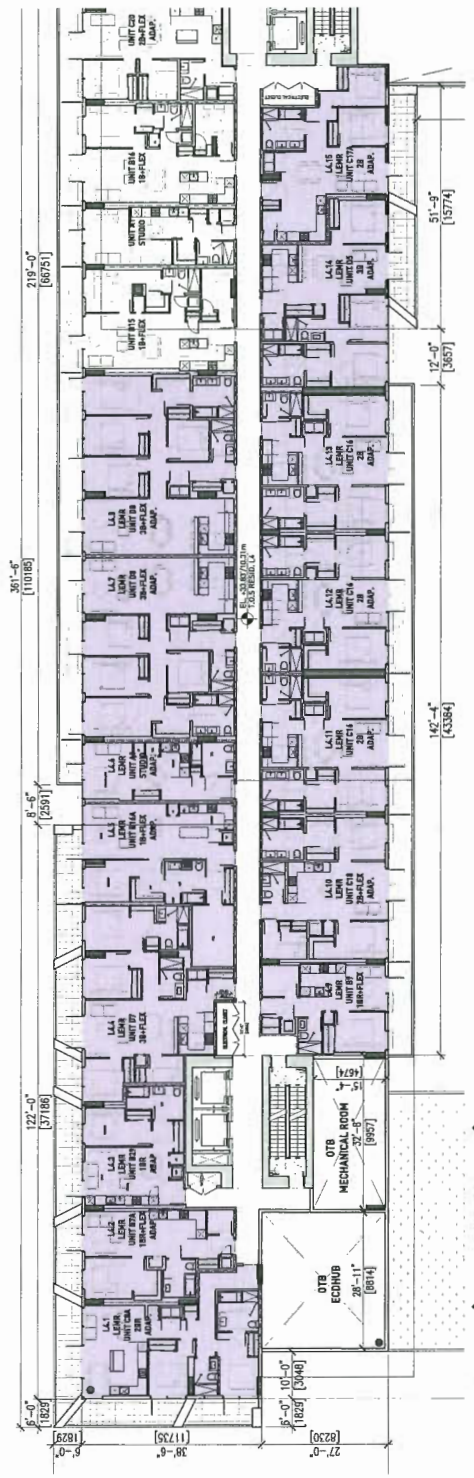
Building Product Disclosure and Optimization

61	30	35	TOTALS	Possible Points	110
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LEMR | LOW END MARKET RENTAL UNITS



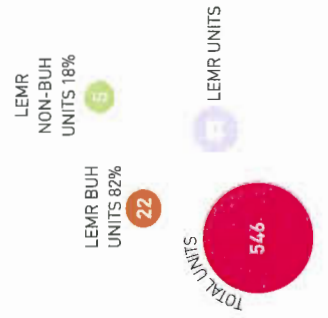
LEVEL 3 (12 UNITS)



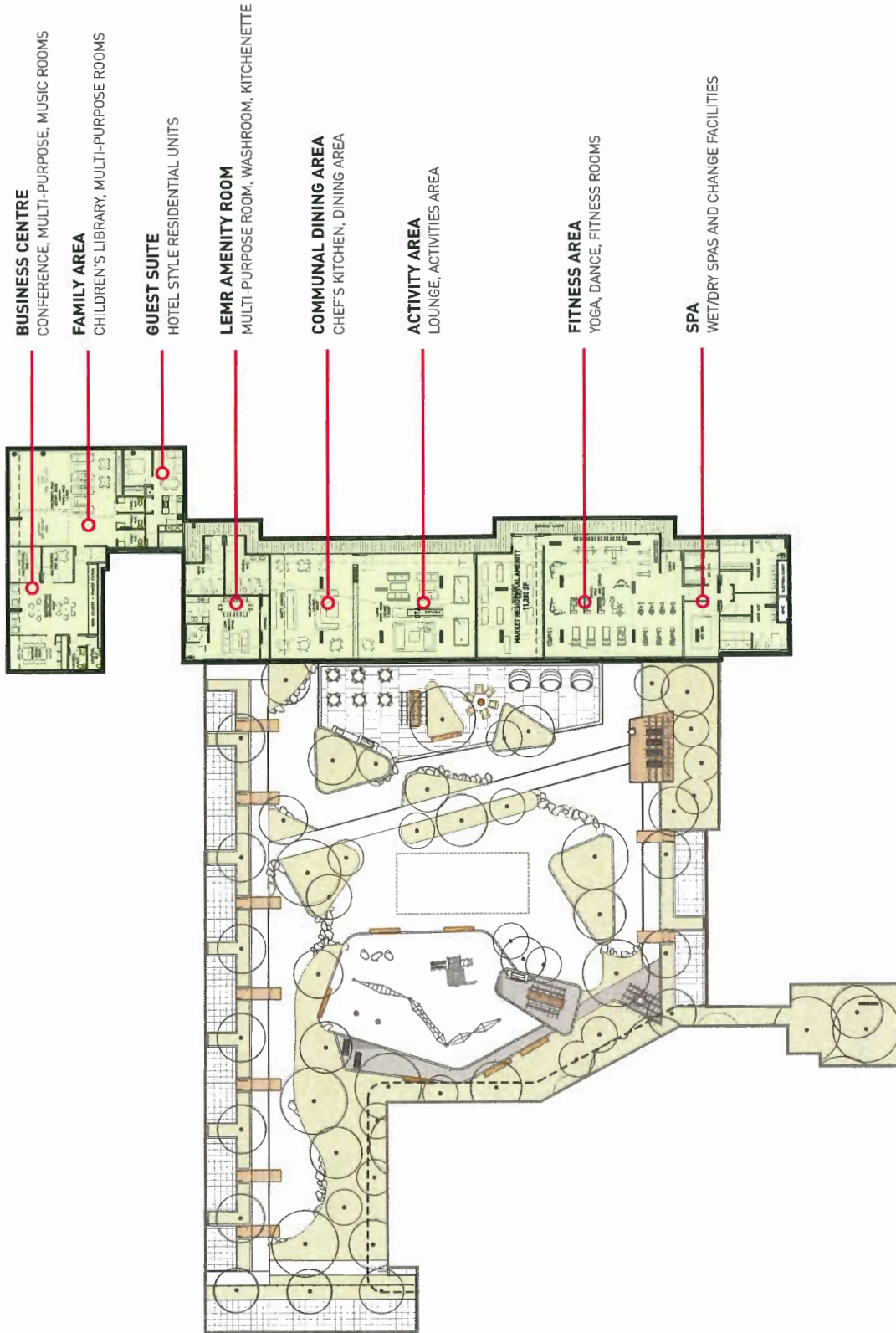
LEVEL 4 (15 UNITS)



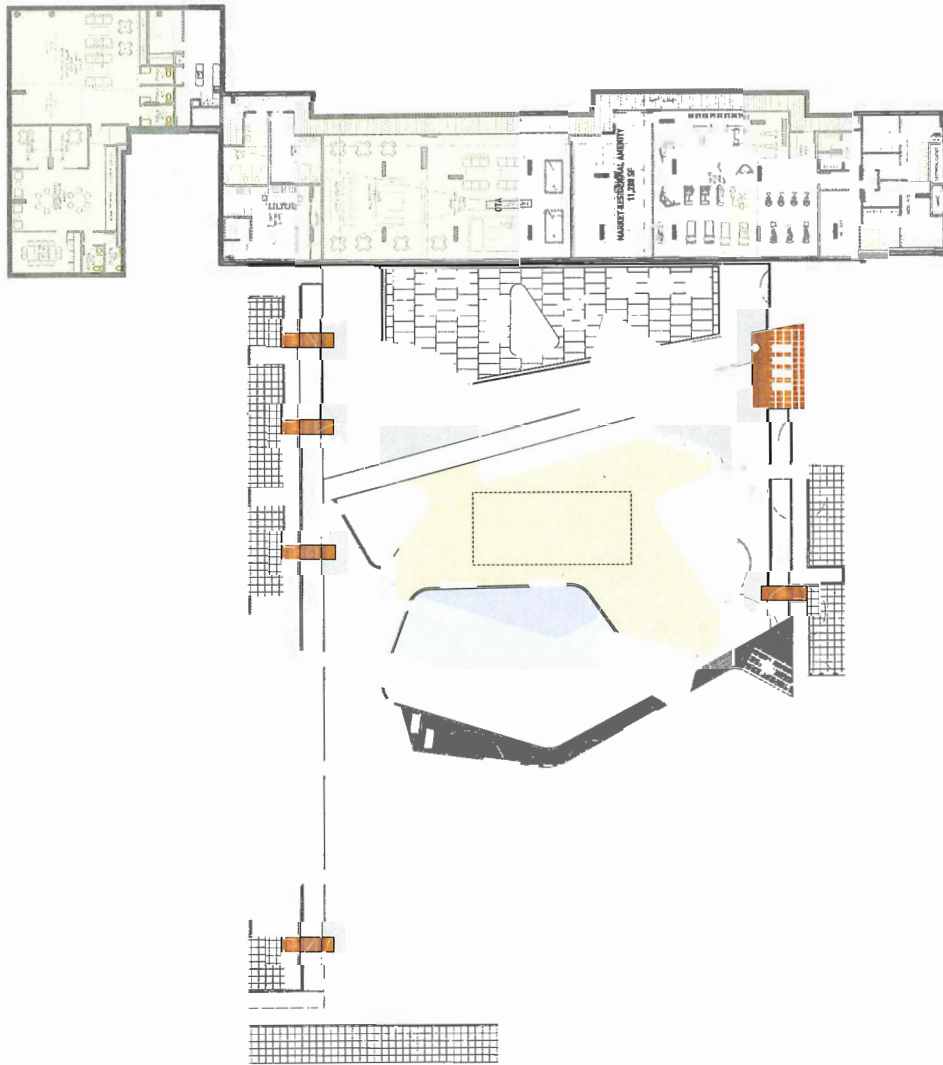
CNCL - 455



AMENITY SPACES | INDOOR



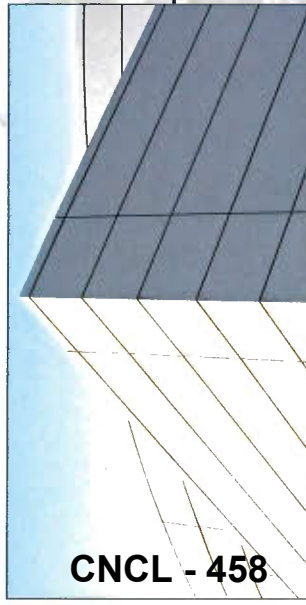
AMENITY SPACES | OUTDOOR



MATERIAL PALETTE



ANODIZED COMPOSITE METAL PANEL - SATIN BRONZE



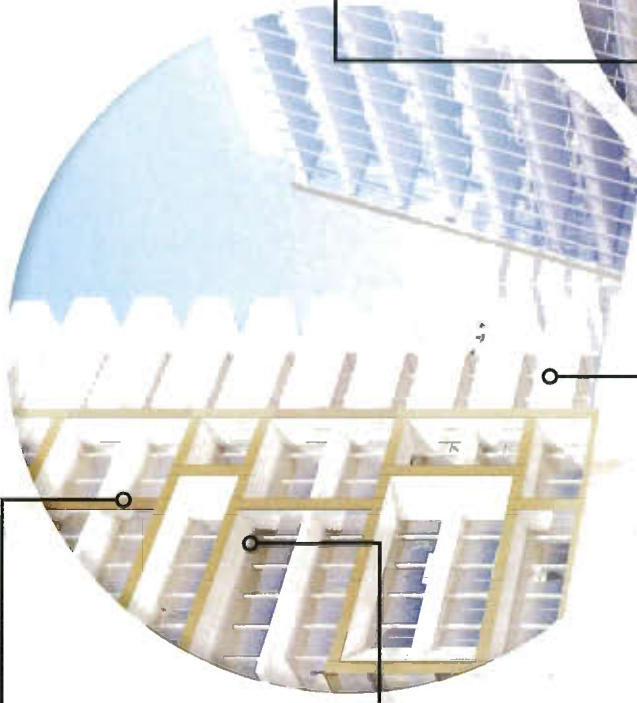
CNCL - 458

ANODIZED COMPOSITE METAL PANEL - SATIN WHITE



FRITTED GLASS, WHITE - BALCONIES

PRIMARY FACADE COLOUR



SOFFITS

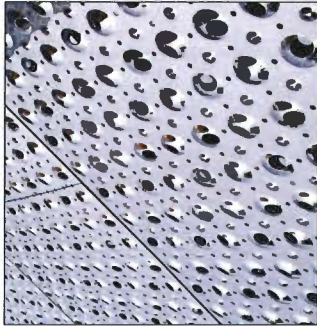
LEVEL 3
ECOH ONLY



COLOURED
TRANSPARENT GLASS



ARCHITECTURAL
CONCRETE



PERFORATED METAL
PANEL (MEWS)



FACE-MOUNTED GUARDS

AERIAL LOOKING NORTHEAST



VIEW FROM NO 3 + BUS MALL LOOKING SOUTHEAST



CNCL - 460

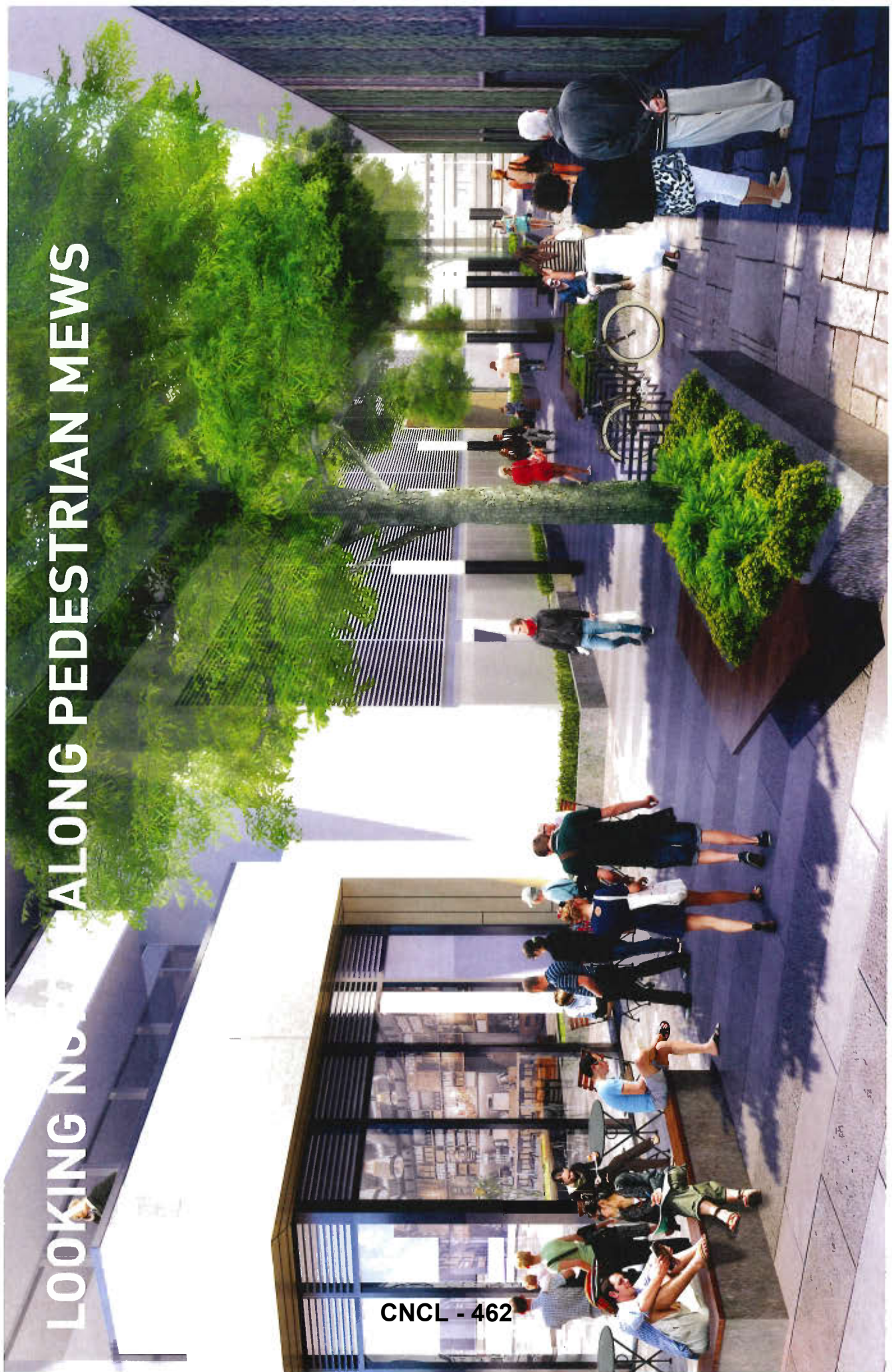
VIEW FROM COOK AND NO.3



CNCL - 461

LOOKING NORTH ALONG PEDESTRIAN MEWS

CNCL - 462



LOOKING SOUTHWEST FROM LANDSCAPE PODIUM



CNCL - 463

LANDSCAPE PUBLIC REALM

NO.	DATE	DESCRIPTION

NOTE: Some elements may be refined through coordination of the project Agreement (S.A.) Perfora W&P.

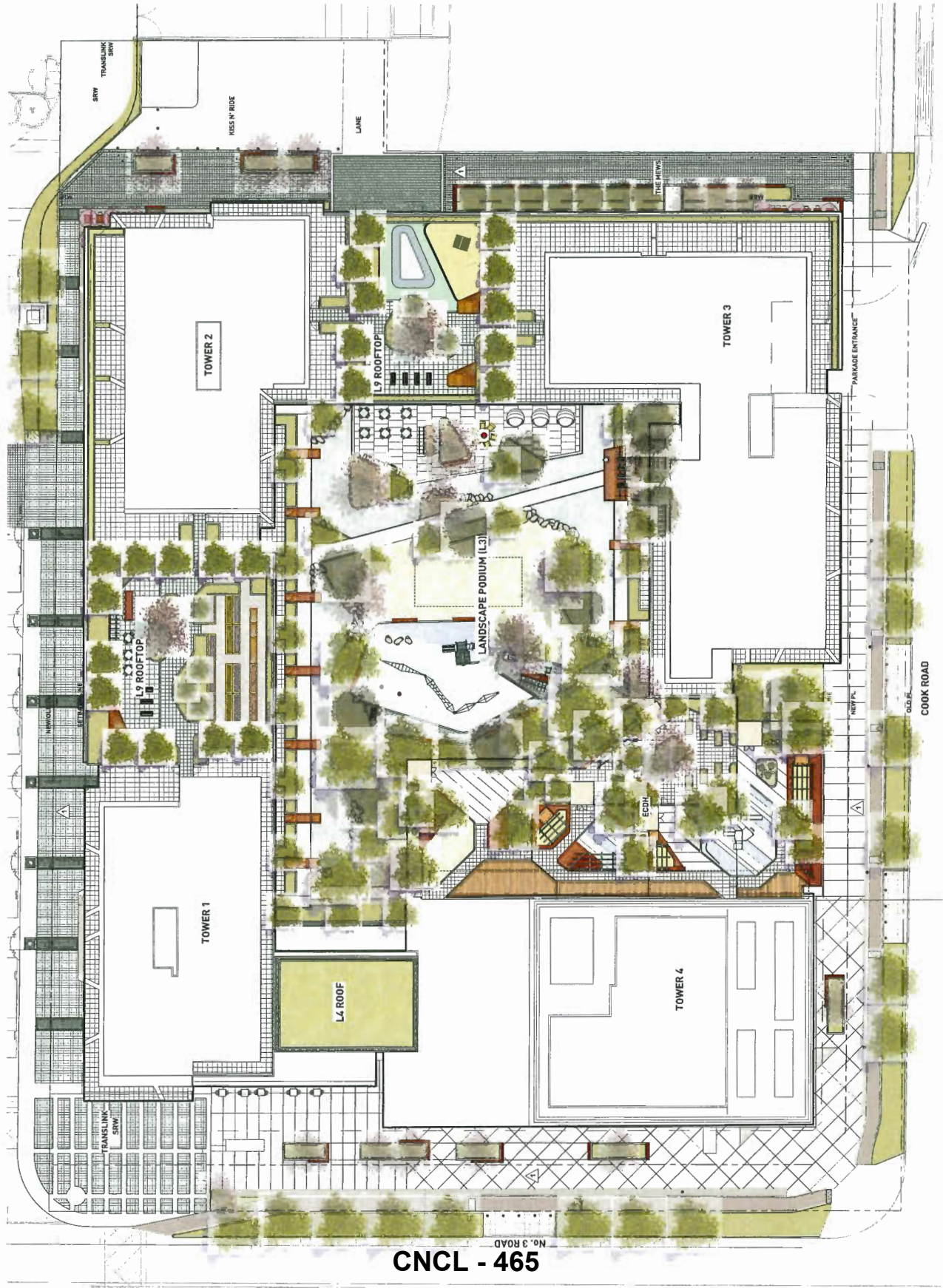
6340 No. 3 Road

6340 No. 3 Road
 6340 No. 3 Road
 6340 No. 3 Road
 6340 No. 3 Road

RENDERED PLAN

DATE	17/01/17
SCALE	1:200
PROJECT NO.	17017
DATE	27 March 2018
BY	17017 Plan, architectural
DATE	18-04-25
BY	17017 Plan, architectural
DATE	27

L1_00



CNCL - 465

NOTE: Some elements may be defined through coordination of the Service Agreement (S.A.) Frontage work.

6340 No. 3 Road

6340 No J Road
Richmond, BC V6Y 2B3
LOT 169 SECTION 9 BLOCK 4
NORTH RANGE 6 NWD PLAN 41547

Materials Plan

Level 1

1200	1200
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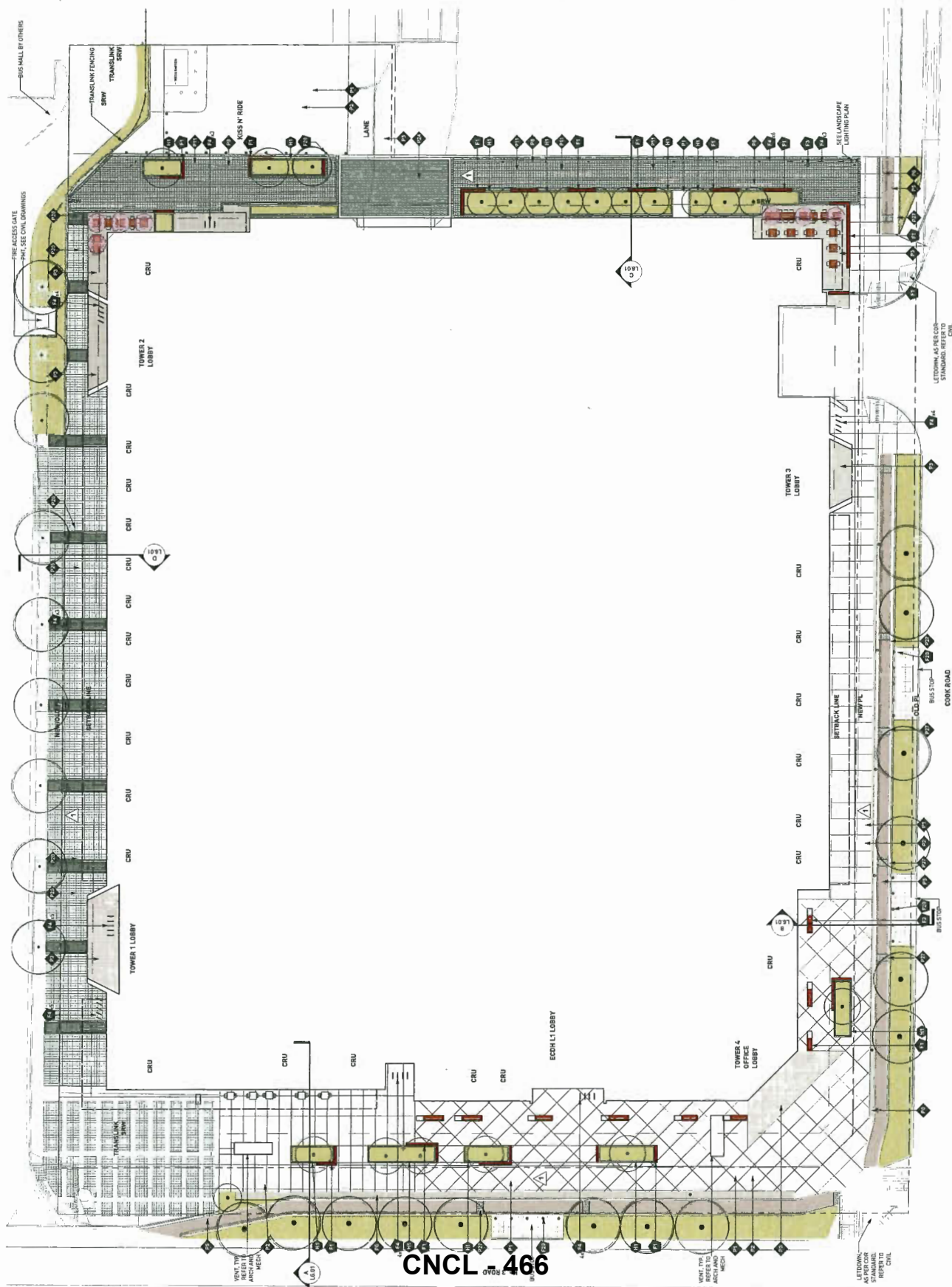
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DATE	9/2 March 2018

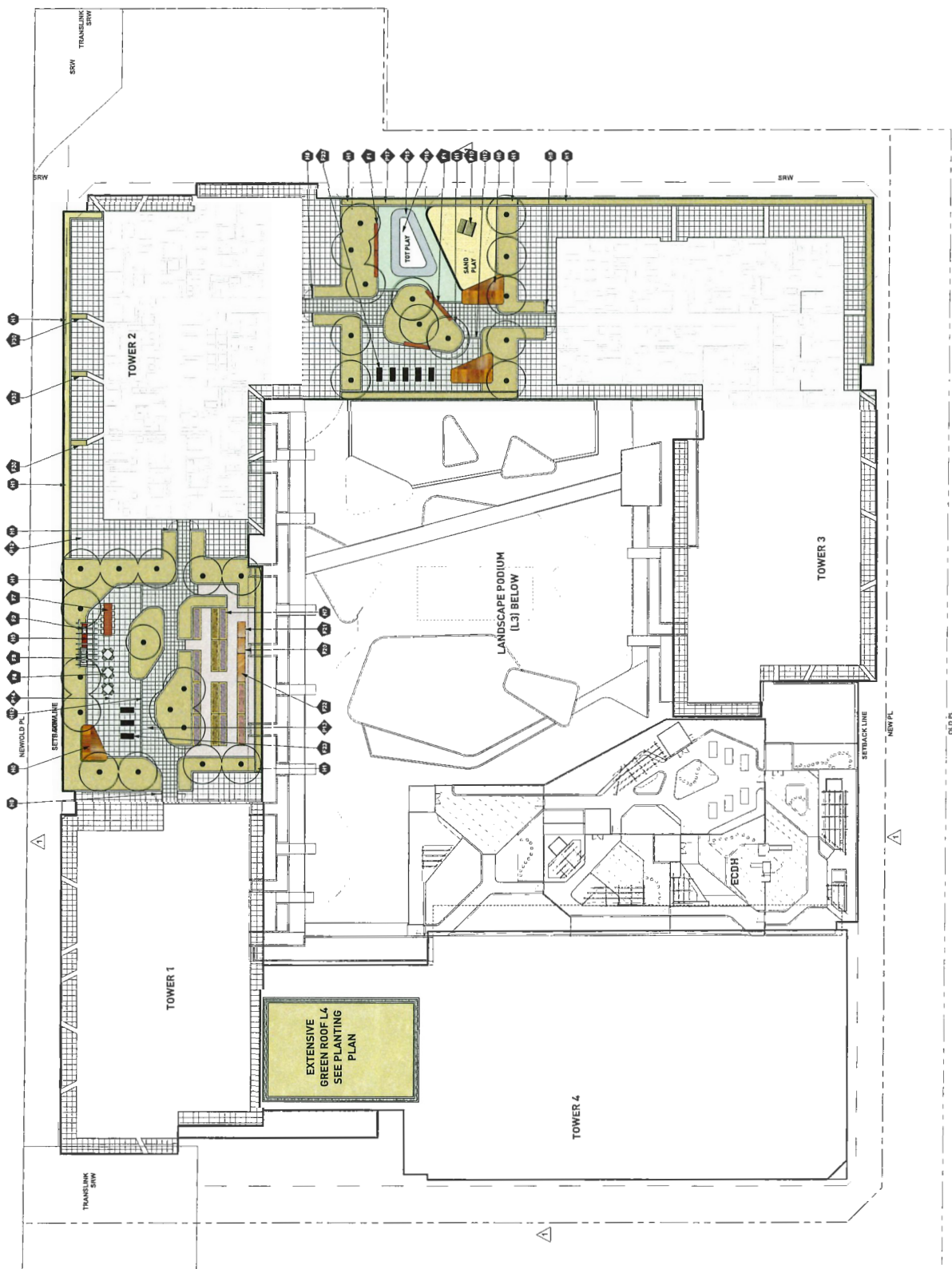
17017 Plan_mtblcd.vvww	17017	17017
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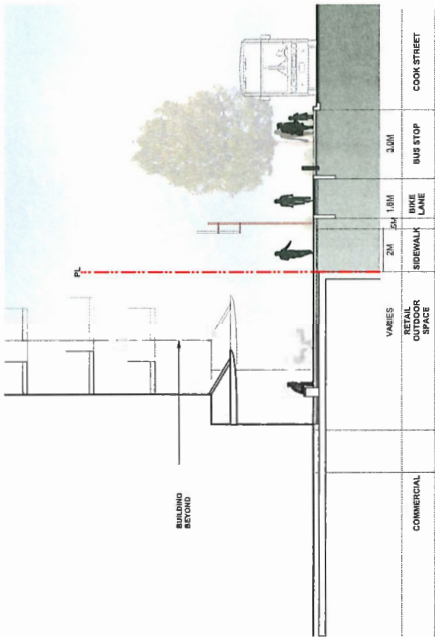
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0-6-0-1			

101

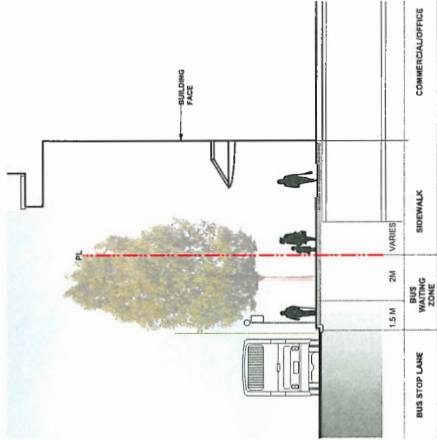
L1_01



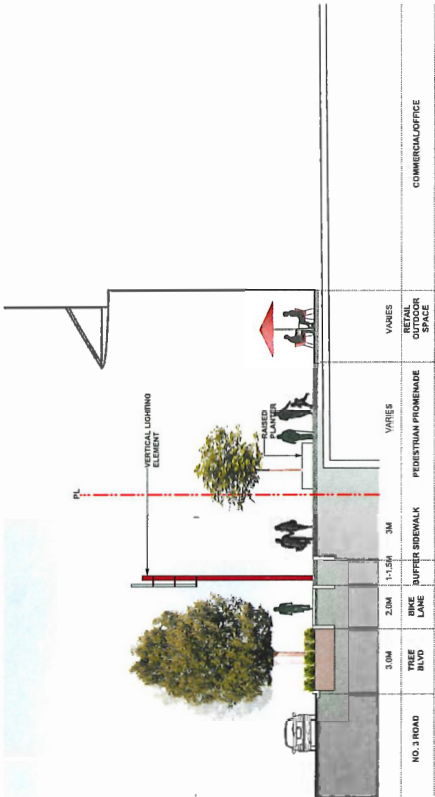




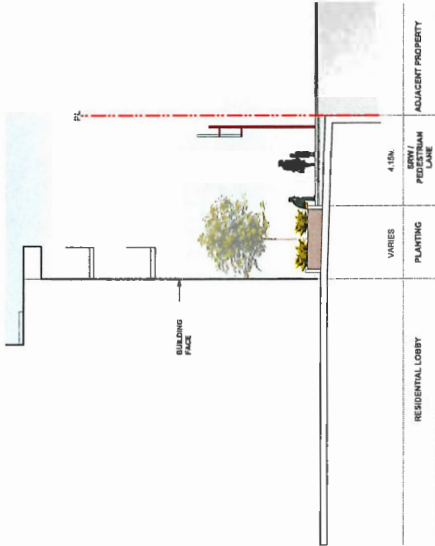
SECTION B - COOK STREET



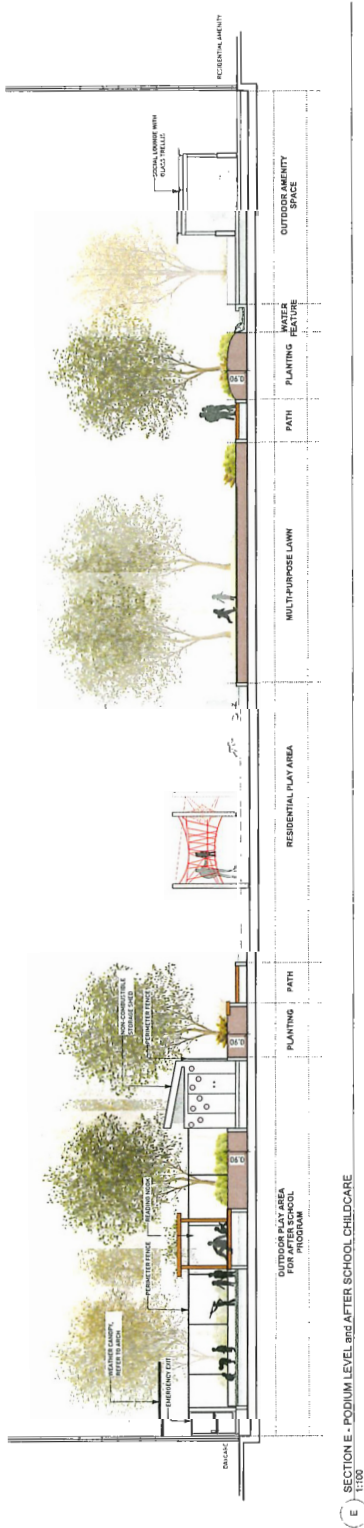
SECTION D - BUS MALL



SECTION A - NO. 3 ROAD



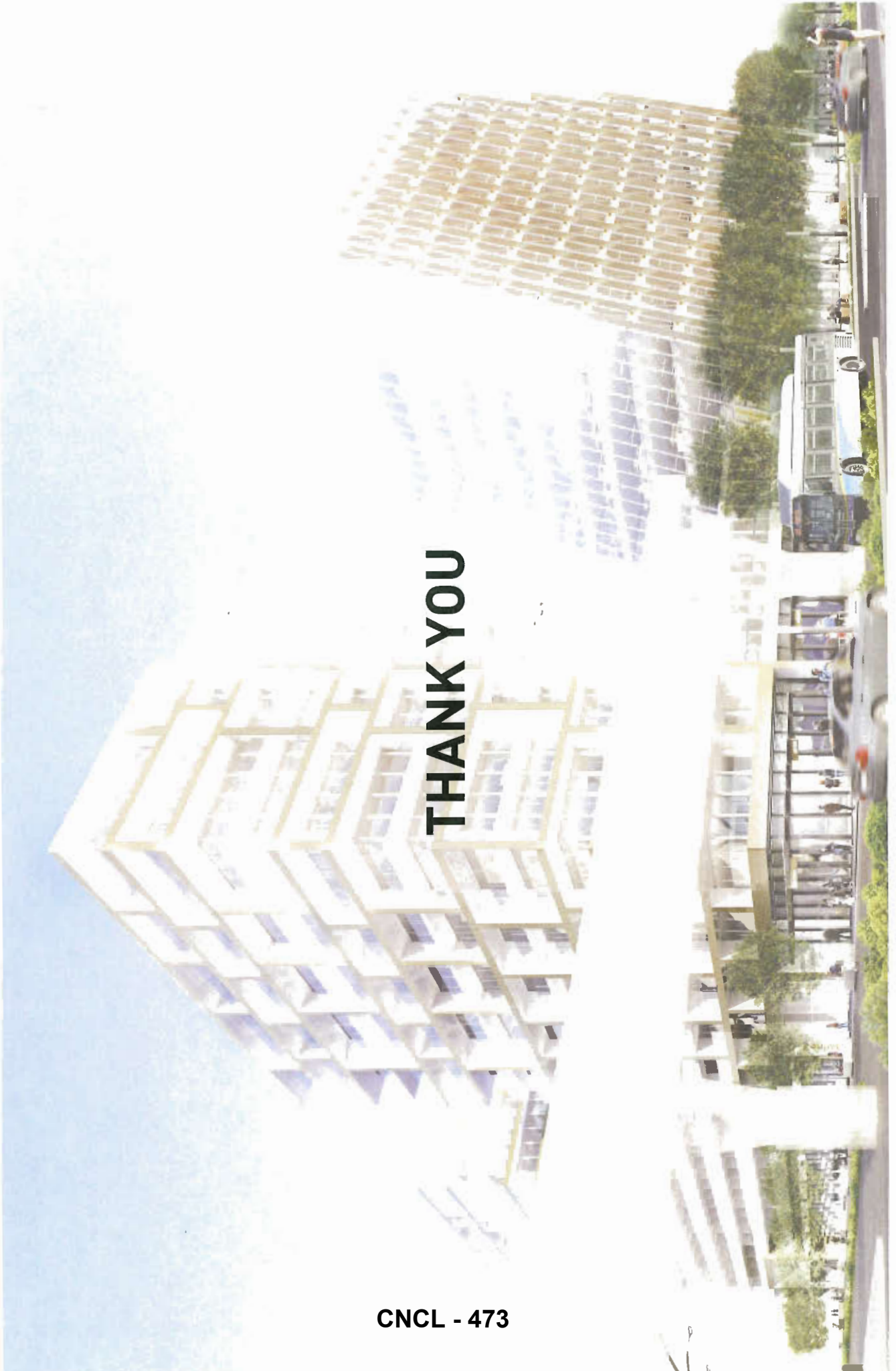
SECTION C - RESIDENCE LOBBY ENTRY



CNCL - 471







THANK YOU

CNCL - 473



City of Richmond

Report to Council

To:	Richmond City Council	Date:	October 17, 2018
From:	Joe Erceg Chair, Development Permit Panel	File:	01-0100-20-DPER1- 01/2018-Vol 01
Re:	Development Permit Panel Meeting Held on September 26, 2018		

Staff Recommendation

That the recommendation of the Panel to authorize the issuance of a Development Permit (DP 18-822743) for the property at 6340 No. 3 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 September 26, 2018.

DP 18-822743 – GBL ARCHITECTS LTD. – 6340 NO. 3 ROAD
(September 26, 2018)

The Panel considered a Development Permit application to permit the construction of an approximately 53,794 m² (579,027 ft²), mixed-use development consisting of four high-rise towers on a site zoned “High Density Mixed Use and ECD Hub (ZMU37) – Brighthouse Village (City Centre)”. No variances are included in the proposal.

Architect, Thomas Lee, of GBL Architects, and Landscape Architect, Grant Brumpton, of PWL Partnership Landscape Architects Inc., provided a brief presentation, noting that:

- The office tower and public plaza are proposed to be located at the prominent No. 3 Road and Cook Road intersection.
- A new north-south pedestrian mews will be constructed on the east side of the site and will provide pedestrian connection to the Bus Mall to the north of the site.
- The project’s proposed low-carbon energy plant will be integrated with the City’s overall District Energy Utility (DEU) system in the future.
- The Early Childhood Development (ECD) Hub will have its own entry lobby along No. 3 Road, elevator and its own outdoor amenity space. The ECD hub is designed to achieve LEED Gold certification for the interior space, which is a higher sustainability target than the rest of the project. Interior spaces for various age groups have corresponding outdoor spaces, as well as shared outdoor spaces; separate from the residential common outdoor space.
- A restrained material palette is proposed; consisting mainly of metal panels and glass and sun shading elements are integrated into the office tower façade.
- The substantial building setback from No. 3 Road allows for a wide range of active uses. The proposed enhancements to the public realm along No. 3 Road and Cook Road include, among others, treed and planted boulevards, off-street bicycle lanes, buffer strips and widened sidewalks.
- Urban agriculture is proposed on a mid-rise roof top area.
- A small extensive green roof is provided over a portion of the ECD Hub.

In response to Panel queries, the project’s design team acknowledged that: (i) there is no vehicle access to the Bus Mall from the “kiss and ride” area at the northeast corner of the site; (ii) there are retail spaces at both ends of the north-south pedestrian mews and parkade wall and service rooms in between; (iii) a Servicing Agreement will provide frontage and Public Right-of-Passage Statutory Rights-of-Way (PROP SRWs) improvements on all sides of the development; (iv) the applicant is seeking a relaxation of the Flood Plain Designation and Protection Bylaw provisions along part of the Cook Road frontage; however, all habitable space will be above the highest point of the sidewalk; (v) sound mitigation measures will be reviewed by a professional acoustic

consultant for the commercial and residential uses adjacent to the Bus Mall; (vi) a vehicle backup area is proposed on the “kiss and ride” parking area, as a loop would require a significant amount of space; and (vii) additional “kiss and ride” area and lane widening will be provided through future adjacent development.

In response to a Panel query, staff confirmed that an off-street bicycle lane is proposed along the No. 3 Road frontage.

Staff noted that: (i) a Servicing Agreement will provide frontage works along Cook Road and No. 3 Road, the lane from Buswell Street, pedestrian mews and “kiss and ride” area; (ii) the coordination of the No. 3 Road frontage, both the public and private spaces, will be further refined through the Servicing Agreement; (iii) a General Compliance application may be forthcoming with respect to the No. 3 Road frontage depending on the design revisions as a result of the Servicing Agreement; (iv) 157 units will have Basic Universal Housing (BUH) features; (v) 27 low end market rental housing units are proposed; (vi) the project’s proposed low-carbon District Energy System will be transferred to the City in the future; (vii) there are two portions of the building where Public Art is contemplated, including part of the façade along the corner of Cook Road and No. 3 Road and along the pedestrian mews on the east side of the site; (viii) façade changes resulting from the installation of Public Art will be subject to General Compliance review; (ix) a preliminary report from the project’s acoustical engineer states that the residential units will comply with CHMC noise standards considering bus traffic, Canada Line, and aircraft noise; and (x) a final acoustical report will be required prior to the subject Development Permit application being forwarded for Council consideration.

In response to Panel queries, staff advised that: (i) the proposed mechanical equipment will be located on the office tower rooftop; and (ii) the towers are addressed from No. 3 Road, however, a fire access is provided from the Bus Mall immediately adjacent to the north of the site and that Richmond Fire-Rescue was consulted as part of the application review process.

Jenny Shao, of 6288 No. 3 Road, addressed the Panel expressing concern regarding site preparation noise generated early in the day and queried the construction timeframe.

In response, applicant, Anthony Lo, Senior Vice-President, of Keltic Canada Development Co. Ltd., advised that the proposed development will be constructed over a period of approximately 36 months.

The Chair then suggested that Ms. Shao coordinate with the applicant regarding her concern and contact the City with respect to information on or complaints related to the applicant’s compliance with the Noise Regulation Bylaw.

No correspondence was submitted to the Panel regarding the Development Permit application.

The Panel recommends the Permit be issued.