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**City Council  
Electronic Meeting**

**Council Chambers, City Hall  
6911 No. 3 Road  
Monday, February 27, 2023  
7:00 p.m.**

Pg. #      ITEM

**MINUTES**

**1.    *Motion to:***

**CNCL-10      (1)    adopt the **minutes** of the Regular Council meeting held on February 13, 2023; and**

**CNCL-23      (2)    adopt the **minutes** of the Regular Council meeting for Public Hearings held on Tuesday, February 21, 2023.**



**AGENDA ADDITIONS & DELETIONS**

**COMMITTEE OF THE WHOLE**

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



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. 15.**

4. *Motion to rise and report.*



## 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
- Award of Contract 8072P – Workforce Management Solution and Services
- Land use applications for first reading (to be further considered at the Public Hearing on March 20, 2023):
  - Application by DA Architects & Planners for Temporary Commercial Use Permit at 8991 Charles Street
- Housing Agreement (Affordable Housing) Bylaw No. 10437 To Secure 156 Affordable Housing Units, Housing Agreement (Market Rental Housing) Bylaw No. 10438 To Secure 120 Market Rental Housing Units, And Housing Agreement (Market Rental Housing) Bylaw No. 10439 To Secure 17 Market Rental Housing Units In Phase 1 And Phase 2 Of The Proposed Development Located At 8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road, And 3480, 3500, 3520, 3540/3560 Sexsmith Road
- Richmond Intercultural Advisory Committee 2022 Annual Report And 2023 Work Program
- Food Security And Agricultural Advisory Committee 2022 Annual Report And 2023 Work Program
- 2023 Liquid Waste Management Plan Biennial Report

## Council Agenda – Monday, February 27, 2023

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ITEM

- UBCM Community Emergency Preparedness Fund: 2022/23 Disaster Risk Reduction – Climate Adaptation Grant Application

5. *Motion to adopt Items No. 6 through No. 13 by general consent.*

☐

Consent  
Agenda  
Item

6. COMMITTEE MINUTES

*That the minutes of:*

CNCL-25 (1) the **Council/School Board Liaison Committee** meeting held on January 11, 2023;

CNCL-29 (2) the **Community Safety Committee** meeting held on February 14, 2023;

CNCL-33 (3) the **General Purposes Committee** meeting held on February 21, 2023;

CNCL-36 (4) the **Planning Committee** meeting held on February 22, 2023; and

(5) the **Public Works and Transportation Committee** meeting held on February 23, 2023; (distributed separately)

*be received for information.*

☐

Consent  
Agenda  
Item

7. AWARD OF CONTRACT 8072P – WORKFORCE MANAGEMENT SOLUTION AND SERVICES

(File Ref. No. 04-1300-01) (REDMS No. 7108110)

CNCL-40

**See Page CNCL-40 for full report**

GENERAL PURPOSES COMMITTEE RECOMMENDATION

- (1) *That Contract 8072P – Workforce Management Solution be awarded to Kronos Canadian Systems Inc., for an estimated contract value of \$719,584, excluding taxes, for an initial contract term of two years, as described in the report titled “Award of Contract 8072P -Workforce Management Solution and Services”, dated January 11, 2023, from the Director, Information Technology; and*

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- (2) *That the Chief Administrative Officer and General Manager, Finance and Corporate Services be authorized to execute the contract with Kronos Canadian Systems Inc.; and*
- (3) *That the Chief Administrative Officer and General Manager, Finance and Corporate Services be authorized to extend the contract at the end of the initial contract term for an additional five years, up to the maximum total term of seven years, for a maximum contract value of \$1,749,904, excluding taxes, as described in the report titled "Award of Contract 8072P -Workforce Management Solution and Services", dated January 11, 2023, from the Director, Information Technology.*



Consent  
Agenda  
Item

8. **APPLICATION BY DA ARCHITECTS & PLANNERS FOR TEMPORARY COMMERCIAL USE PERMIT AT 8991 CHARLES STREET**

(File Ref. No. TU 23-009170) (REDMS No. 7114445)

CNCL-45

See Page CNCL-45 for full report

**PLANNING COMMITTEE RECOMMENDATION**

*That the application by DA Architects & Planners for an extension to Temporary Commercial Use Permit (TCUP) for the property at 8991 Charles Street be considered at a Public Hearing to be held March 20, 2023 at 7:00 p.m. in the Council Chambers of Richmond City Hall; and that the following recommendation be forwarded to that meeting for consideration:*

*"That an extension to Temporary Commercial Use Permit (TU 20-891050) to permit a 'Vehicle Rental, Convenience' use, limited to the storage of rental vehicles only with no associated buildings and no public access as a site specific additional use, be considered for three years from the date of issuance."*



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Item

9. **HOUSING AGREEMENT (AFFORDABLE HOUSING) BYLAW NO. 10437 TO SECURE 156 AFFORDABLE HOUSING UNITS, HOUSING AGREEMENT (MARKET RENTAL HOUSING) BYLAW NO. 10438 TO SECURE 120 MARKET RENTAL HOUSING UNITS, AND HOUSING AGREEMENT (MARKET RENTAL HOUSING) BYLAW NO. 10439 TO SECURE 17 MARKET RENTAL HOUSING UNITS IN PHASE 1 AND PHASE 2 OF THE PROPOSED DEVELOPMENT LOCATED AT 8671, 8731, 8771, 8831/8851 CAMBIE ROAD, 8791 CAMBIE ROAD/3600 SEXSMITH ROAD, AND 3480, 3500, 3520, 3540/3560 SEXSMITH ROAD**

(File Ref. No. 08-4057-05) (REDMS No. 7088657)

CNCL-60

See Page CNCL-60 for full report

### PLANNING COMMITTEE RECOMMENDATION

- (1) *That Housing Agreement Bylaw No. 10437 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 484 of the Local Government Act to secure the Affordable Housing Units required by Development Permit DP 22-015851;*
- (2) *That Housing Agreement Bylaw No. 10438 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 484 of the Local Government Act, to secure the Market Rental Housing Units required by Development Permit DP 22-015851; and*
- (3) *That Housing Agreement Bylaw No. 10439 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 484 of the Local Government Act, to secure the Market Rental Housing Units required by Development Permit DP 22-017484.*



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Consent  
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Item

10. **RICHMOND INTERCULTURAL ADVISORY COMMITTEE 2022 ANNUAL REPORT AND 2023 WORK PROGRAM**  
(File Ref. No. 07-3300-01) (REDMS No. 7079568)

CNCL-143

See Page CNCL-143 for full report

### PLANNING COMMITTEE RECOMMENDATION

*That the Richmond Intercultural Advisory Committee's 2022 Annual Report and 2023 Work Program, as presented in the staff report titled "Richmond Intercultural Advisory Committee 2022 Annual Report and 2023 Work Program," dated January 19, 2023, from the Director of Community Social Development, be approved.*



Consent  
Agenda  
Item

11. **FOOD SECURITY AND AGRICULTURAL ADVISORY COMMITTEE 2022 ANNUAL REPORT AND 2023 WORK PROGRAM**  
(File Ref. No. 01-0100-30-AADV1-01) (REDMS No. 7108839)

CNCL-154

See Page CNCL-154 for full report

### PLANNING COMMITTEE RECOMMENDATION

*That the Food Security and Agricultural Advisory Committee 2022 Annual Report and 2023 Work Program, as presented in the staff report titled "Food Security and Agricultural Advisory Committee 2022 Annual Report and 2023 Work Program", dated January 30, 2023, from the Director of Policy Planning, be approved.*



Consent  
Agenda  
Item

12. **2023 LIQUID WASTE MANAGEMENT PLAN BIENNIAL REPORT**  
(File Ref. No. 10-6060-03-01) (REDMS No. 7113213)

CNCL-160

See Page CNCL-160 for full report

### PUBLIC WORKS AND TRANSPORTATION COMMITTEE RECOMMENDATION

*The City's 2023 Liquid Waste Management Plan Biennial Report as presented in Attachment 1, dated January 25, 2023, from the Director, Engineering, be submitted to Metro Vancouver.*



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Consent  
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Item

13. **UBCM COMMUNITY EMERGENCY PREPAREDNESS FUND:  
2022/23 DISASTER RISK REDUCTION – CLIMATE ADAPTATION  
GRANT APPLICATION**

(File Ref. No. 10-6060-01) (REDMS No. 7109253)

CNCL-205

See Page CNCL-205 for full report

**PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
RECOMMENDATION**

- (1) *That the application to the Community Emergency Preparedness Fund, Disaster Risk Reduction – Climate Adaptation funding stream as outlined in the staff report titled “UBCM Community Emergency Preparedness Fund: 2022/23 Disaster Risk Reduction – Climate Adaptation Grant Application” dated January 24, 2023 from the Director, Engineering be endorsed;*
- (2) *That should the grant application be successful, the Chief Administrative Officer and the General Manager, Engineering and Public Works, be authorized on behalf of the City to negotiate and execute funding agreements with UBCM for the above mentioned projects; and*
- (3) *That should the grant application be successful, capital projects of \$150,000 for Seepage Assessment and Management Strategy, \$150,000 for Flood Protection Monitoring Stations, and \$2,000,000 for No. 3 Road Canal Improvements be approved with funding from external grant, as outlined in the staff report titled “UBCM Community Emergency Preparedness Fund: 2022/23 Disaster Risk Reduction – Climate Adaptation Grant Application” dated January 24, 2023 from the Director, Engineering, and that the Consolidated 5-Year Financial Plan (2023-2027) be amended accordingly.*



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CONSIDERATION OF MATTERS REMOVED FROM THE  
CONSENT AGENDA

\*\*\*\*\*

NON-CONSENT AGENDA ITEMS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE

Councillor Carol Day, Chair

14. **TRAFFIC AND PARKING MANAGEMENT PLANS -  
CONSTRUCTION PARKING REVIEW**  
(File Ref. No. 02-0775-50-7237) (REDMS No. 7099264)

CNCL-209

See Page CNCL-209 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
RECOMMENDATION

Opposed: Cllr. Loo

*That Option 4 as described in the staff report titled “Traffic and Parking Management Plans – Construction Parking Review”, dated January 24, 2023, from the Director. Transportation be approved.*



PUBLIC ANNOUNCEMENTS AND EVENTS

NEW BUSINESS

BYLAWS FOR ADOPTION

CNCL-215

Business Regulation Bylaw No. 7538, Amendment **Bylaw No. 10430**  
Opposed at 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> Readings – None.



## Council Agenda – Monday, February 27, 2023

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- CNCL-216**      Richmond Zoning Bylaw No. 8500, Amendment **Bylaw No. 9667**  
(9700, 9720 and 9800 Williams Rd, RZ 15-700431)  
Opposed at 1<sup>st</sup> Reading – None.  
Opposed at 2<sup>nd</sup>/3<sup>rd</sup> Readings – None.

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### DEVELOPMENT PERMIT PANEL

#### 15. RECOMMENDATION

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

- CNCL-220**      (1)    *That the **minutes** of the Development Permit Panel meeting held on February 15, 2023, and the **Chair's report** for the Development Permit Panel meetings held on April 14, 2021, be received for information; and*
- CNCL-256**      (2)    *That the recommendations of the Panel to authorize the issuance of Development Permit (DP 17-792931) for the properties at 9700, 9720 and 9800 Williams Road, be endorsed, and the Permit so issued.*

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### ADJOURNMENT

☐



## Regular Council

Monday, February 13, 2023

Place: Council Chambers  
Richmond City Hall

Present: Mayor Malcolm D. Brodie  
Councillor Chak Au  
Councillor Carol Day  
Councillor Laura Gillanders  
Councillor Kash Heed  
Councillor Andy Hobbs  
Councillor Alexa Loo  
Councillor Bill McNulty  
Councillor Michael Wolfe

Corporate Officer – Claudia Jesson

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

RES NO. ITEM

### MINUTES

- R23/3-1 1. It was moved and seconded  
*That:*
- (1) *the minutes of the Regular Council meeting held on January 30, 2023, be adopted as circulated; and*
  - (2) *the Metro Vancouver 'Board in Brief' dated January 31, 2023, be received for information.*

**CARRIED**



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**PRESENTATION**

Camilla Tibbs, Executive Director, Gateway Theatre, and Diane Purvey, Chair, of the Gateway Board to speak on the Gateway Theatre's annual presentation.

Diane Purvey, Chair, Gateway Theatre Society Board, and Camilla Tibbs, Executive Director, Gateway Theatre, with the aid of a presentation (Copy on File) presented the following information:

- Gateway Theatre is introducing new branding, logos, and website;
- in 2022 there were two onstage productions;
- Anne of Green Gables: The Musical returned;
- Gateway Theatre delivered 550 hours of education to 238 students;
- highschool outreach through drama classes was resumed;
- community rental clients returned and the theatre is seeing an increase in rentals for 2023;
- revenues have not fully rebounded since the pandemic;
- post-covid challenges include: slow return of audience, and difficulties in staffing and retention; and
- staff are working with other organizations to explore various programming options to solve challenges.

**COMMITTEE OF THE WHOLE**

- R23/3-2      2. It was moved and seconded  
*That Council resolve into Committee of the Whole to hear delegations on agenda items (7:07 p.m.).*

**CARRIED**



**Regular Council**  
**Monday, February 13, 2023**

3. Delegations from the floor on Agenda items

ITEM NO. 21 – ADOPTION OF TERMINOLOGY AND DEFINITIONS IN CANADA’S ANTI-RACISM STRATEGY

Rabbi Yechiel Baitelman, spoke in favour of the proposed motion and provided an overview of his family history. Rabbi Baitelman urged Council to approve the proposed motion before them.

ITEM NO. 21 – ADOPTION OF TERMINOLOGY AND DEFINITIONS IN CANADA’S ANTI-RACISM STRATEGY

Michael Sachs, Richmond resident, spoke in favour of the proposed motion, and noted that (i) he wants to see a Richmond free of hatred in all forms, (ii) he wants his children to grow up without hatred in their school, community, and future work life, (iii) everyone’s experience with racism is different, (iv) definitions and terminologies need to be identified to combat racism, and (v) definitions do not limit free speech, and (vi) people can not use criticism as a veil to spread hate.

ITEM NO. 21 – ADOPTION OF TERMINOLOGY AND DEFINITIONS IN CANADA’S ANTI-RACISM STRATEGY

Ivan Pak, Co-Founder, Stop Anti-Asian Hate Crimes advocacy group, spoke in favour of the proposed motion and noted that (i) it is a start to combat racism and hate in the community, (ii) racism is unacceptable and has no place in Canada or Richmond, (iii) the proposed motion challenges negative stereotypes and helps to spread correct information, and (iv) he is looking forward to working with Council to bring harmony to the community.

ITEM NO. 21 – ADOPTION OF TERMINOLOGY AND DEFINITIONS IN CANADA’S ANTI-RACISM STRATEGY

Richmond resident and activist for the Palestinian youth movement in Richmond, spoke to the proposed adoption of terminology and definitions in Canada’s Anti-Racism Strategy, and was of the opinion the document is not comprehensive as it does not recognize the anti-Palestinian movement in Richmond and it suppresses free speech and racist campaigns.



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ITEM NO. 21 – ADOPTION OF TERMINOLOGY AND DEFINITIONS IN  
CANADA’S ANTI-RACISM STRATEGY

Bilal Khan, Richmond resident, spoke in opposition to the proposed motion, and expressed concern with Part (2) of the motion and was of the opinion that it was contradictory to the document that Council was endorsing and not reflective of the community in Richmond.

ITEM NO. 21 – ADOPTION OF TERMINOLOGY AND DEFINITIONS IN  
CANADA’S ANTI-RACISM STRATEGY

Norm Goldstein, Richmond resident, spoke in favour of the proposed motion and urged Council to approve it.

- R23/3-3      4.    It was moved and seconded  
*That Committee rise and report (7:41 p.m.).*

**CARRIED**

**CONSENT AGENDA**

- R23/3-4      5.    It was moved and seconded  
*That Items No. 6 through No. 19 be adopted by general consent.*

**CARRIED**

6.    **COMMITTEE MINUTES**

*That the minutes of:*

- (1)    *the Finance Committee meeting held on February 6, 2023;*
  - (2)    *the General Purposes Committee meeting held on February 6, 2023;*
  - (3)    *the Parks, Recreation and Cultural Services Committee meeting held on January 31, 2023; and*
  - (4)    *the Planning Committee meeting held on February 7, 2023;*
- be received for information.*

**ADOPTED ON CONSENT**

4.



**Regular Council**  
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**7. 2023 COMMUNITY MURAL PROGRAM PROJECTS**

(File Ref. No. 11-7000-09-20-255) (REDMS No. 7077180, 7065973, 7077180)

*That the 2023 Community Mural Program Projects as presented in the staff report titled “2023 Community Mural Program Projects”, dated December 9, 2022, from the Director, Arts, Culture and Heritage Services, be approved for implementation once the Consolidated 5 Year Financial Plan (2023-2027) is adopted by Council.*

**ADOPTED ON CONSENT**

**8. APPLICATION BY THE CITY OF RICHMOND FOR A HERITAGE ALTERATION PERMIT AT 6511 DYKE ROAD (LONDON FARM)**

(File Ref. No. 08-4105-20- HA 22-025867; 06-2345-20-LFAR1; 06-2025-20-007) (REDMS No. 7084243, 7088430, 7097532)

*That a Heritage Alteration Permit be issued which will permit the addition of a new pond boardwalk and replacement orientation sign at London Farm, 6511 Dyke Road, as outlined in the staff report titled “Application by the City of Richmond for a Heritage Alteration Permit at 6511 Dyke Road (London Farm)”, dated January 3, 2023, from the Director, Parks Services, and Director, Arts, Culture and Heritage Services.*

**ADOPTED ON CONSENT**

**9. APPLICATION BY THE CITY OF RICHMOND FOR A HERITAGE ALTERATION PERMIT AT 5180 WESTWATER DRIVE (BRITANNIA SHIPYARDS)**

(File Ref. No. 08-4105-20- HA 22-026415; 06-2050-20-BSYD) (REDMS No. 7091474, 7093230, 7099102)

*That a Heritage Alteration Permit be issued to authorize alterations to the landside buildings at Britannia Shipyards, 5180 Westwater Drive, as outlined in the staff report titled, “Application by the City of Richmond for a Heritage Alteration Permit at 5180 Westwater Drive (Britannia Shipyards)”, dated January 3, 2023, from the Director Arts, Culture and Heritage Services and the Director, Facilities and Project Development.*

**ADOPTED ON CONSENT**



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**10. 2023 ARTS AND CULTURE GRANTS**

(File Ref. No. 03-1085-01) (REDMS No. 7079502)

- (1) *That the 2023 Arts and Culture Grants be awarded for the total recommended amount of \$124,258, as identified in Attachment 1 of the staff report titled "2023 Arts and Culture Grants", dated January 10, 2023, from the Director, Arts, Culture and Heritage Services; and*
- (2) *That the grant funds be disbursed accordingly following Council approval.*

**ADOPTED ON CONSENT**

**11. 2023 PARKS, RECREATION AND COMMUNITY EVENTS GRANTS**

(File Ref. No. 03-1085-01) (REDMS No. 7109111, 7109125, 6969812, 7107643)

- (1) *That the 2023 Parks, Recreation and Community Events Grants, less the proposed grant to KidSport, be awarded for the total recommended amount of \$95,017, as identified in Attachment 1 of the staff report titled "2023 Parks, Recreation and Community Events Grants", dated January 10, 2023, from the Director, Recreation and Sport Services and the Director, Parks Services; and*
- (2) *That the grant funds be disbursed accordingly following Council approval.*

**ADOPTED ON CONSENT**

**12. 2023 ENVIRONMENTAL ENHANCEMENT GRANTS**

(File Ref. No. 03-1085-01) (REDMS No. 7099837, 7099846, 7099832, 7099818, 7099784)

- (1) *That the 2023 Environmental Enhancement Grants be awarded for the total recommended amount of \$36,393, as identified in Attachment 1 of the staff report titled "2023 Environmental Enhancement Grants", dated January 9, 2023, from the Director, Parks Services; and*
- (2) *That the grant funds be disbursed accordingly following Council approval.*

**ADOPTED ON CONSENT**



**Regular Council**  
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**13. 2023 HEALTH, SOCIAL AND SAFETY GRANTS**

(File Ref. No. 03-1085-01) (REDMS No. 7029120, 6969812, 7086433)

- (1) *That the 2023 Health, Social and Safety Grants of \$661,312 as identified in Attachment 1 of the staff report titled “2021 Health, Social and Safety Grants”, dated January 18, 2021, from the Director, Community Social Development, be adjusted to include the balance of \$5,605 to be disbursed equally between the Multicultural Helping House Society, Parish of St. Albans, and Richmond Poverty Reduction Coalition, and that the adjusted total recommended amount of \$666,917 be awarded; and*
- (2) *That the grant funds be disbursed accordingly following Council approval.*

**ADOPTED ON CONSENT**

**14. 2023 CHILD CARE GRANTS**

(File Ref. No. 03-1085-01) (REDMS No. 7055435, 7067072, 7094202)

- (1) *That the Child Care Capital Grants be awarded for the total recommended amount of \$49,936.46, as identified in the staff report titled “2023 Child Care Grants”, dated January 4, 2023, from the Director, Community Social Development;*
- (2) *That the Child Care Professional and Program Development Grants be awarded for the total recommended amount of \$10,000.00; and*
- (3) *That the grant funds be disbursed accordingly following Council approval.*

**ADOPTED ON CONSENT**



**Regular Council**  
**Monday, February 13, 2023**

**15. RICHMOND COMMUNITY PROTOCOL: RESPONDING TO RACISM AND HATE**

(File Ref. No. 07-3300-01) (REDMS No. 7139305)

*That Richmond endorses the “Richmond Community Protocol: Responding to Racism and Hate,” as created in collaboration with many Richmond stakeholders, including the RCMP, Richmond School Board, City of Richmond and Richmond Library and set out protocols to help organizations, community members, and stakeholders tackle racism and respond promptly and effectively to incidents of racism and hate.*

**ADOPTED ON CONSENT**

**16. APPLICATION BY URBAN SOLUTIONS ARCHITECTURE LTD. FOR REZONING AT 7780, 7800, 7804, 7820 AND 7840 RIVER ROAD FROM AUTO-ORIENTED COMMERCIAL (CA) TO HIGH RISE RIVERFRONT COMMERCIAL (ZC49) – ABERDEEN VILLAGE (CITY CENTRE)**

(File Ref. No. 12-8060-20-010212, RZ 17-788900; 12-8060-20-010213) (REDMS No. 7122418, 7105323, 7035351, 6892905)

**(1) That Official Community Plan Amendment Bylaw 10213, to amend:**

- (a) Official Community Plan Bylaw 9000, Schedule 1 (City of Richmond 2041 OCP Land Use Map), including amending the land use designation of 7840 River Road from "Park" to "Commercial", and amending the land use designation of 7711 River Road and a portion of 7851 River Road from "Commercial" to "Park"; and**
- (b) Official Community Plan Bylaw 7100, Schedule 2.10 (City Centre Area Plan), including amending infrastructure policies to clarify the City's intent regarding the coordination of dike improvements with new development and amending the land use designations in the Generalized Land Use Map (2031), Specific Land Use Map: Capstan Village (2031), Specific Land Use Map: Aberdeen Village (2031) and reference maps throughout the Plan to relocate park, road, pedestrian linkages and commercial uses in the vicinity of 7840 River Road, 7711 River Road and a portion of 7851 River Road,**

*be introduced and given first reading.*



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- (2) *That Bylaw 10213, having been considered in conjunction with:*
- (a) *the City's Financial Plan and Capital Program;*
  - (b) *the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;*
- is hereby found to be consistent with said program and plans, in accordance with Section 477(3)(a) of the Local Government Act.*
- (3) *That Bylaw 10213, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby found not to require further consultation.*
- (4) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 10212, to create the "High Rise Riverfront Commercial (ZC49) – Aberdeen Village (City Centre)" zone and to rezone 7780, 7800, 7804, 7820 and 7840 River Road from "Auto-Oriented Commercial (CA)" to "High Rise Riverfront Commercial (ZC49) – Aberdeen Village (City Centre)", be introduced and given first reading.*

**ADOPTED ON CONSENT**

**17. CHILD CARE DEVELOPMENT ADVISORY COMMITTEE 2022 ANNUAL REPORT AND 2023 WORK PROGRAM**

(File Ref. No. 01-0100-30-CCDE1-01) (REDMS No. 7099257, 7098557, 7099212)

*That the Child Care Development Advisory Committee's 2022 Annual Report and 2023 Work Program, as outlined in the staff report titled, "Child Care Development Advisory Committee 2022 Annual Report and 2023 Work Program", dated January 3, 2023, from the Director, Community Social Development, be approved.*

**ADOPTED ON CONSENT**



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**18. RICHMOND COMMUNITY SERVICES ADVISORY COMMITTEE (RCSAC) 2022 ANNUAL REPORT AND 2023 WORK PROGRAM**

(File Ref. No. 01-0100-30-RCSA1-01) (REDMS No. 7086192, 7030748, 7021561)

*That the Richmond Community Services Advisory Committee's 2022 Annual Report and 2023 Work Program, as outlined in the staff report titled "Richmond Community Services Advisory Committee 2022 Annual Report and 2023 Work Program", dated January 3, 2023, from the Director, Community Social Development, be approved.*

**ADOPTED ON CONSENT**

**19. RICHMOND HERITAGE COMMISSION 2022 ANNUAL REPORT & 2023 WORK PROGRAM AND BUDGET ALLOCATION**

(File Ref. No. 01-0100-30-HCOM1-01) (REDMS No. 7080842)

- (1) That the Richmond Heritage Commission 2023 Work Program, as presented in the staff report titled "Richmond Heritage Commission 2022 Annual Report & 2023 Work Program and Budget Allocation", dated January 9, 2023, from the Director, Policy Planning, be approved; and*
- (2) That the Richmond Heritage Commission 2023 Budget Allocation, as presented in the staff report titled "Richmond Heritage Commission 2022 Annual Report & 2023 Work Program and Budget Allocation", dated January 9, 2023, from the Director, Policy Planning, be approved.*

**ADOPTED ON CONSENT**



**Regular Council**  
**Monday, February 13, 2023**

**NON-CONSENT AGENDA ITEMS**

**GENERAL PURPOSES COMMITTEE**

Mayor Malcolm D. Brodie, Chair

**20. 2023 PARKS, RECREATION AND COMMUNITY EVENTS GRANTS  
- KIDSPORT**

(File Ref. No. 03-1085-01) (REDMS No. 7091474)

In accordance with Section 100 of the Community Charter, Cllr. Alexa Loo declared to be in a conflict of interest as she is on the Board of Directors of Kidsport, and Cllr. Loo left the meeting – 8:18 p.m.

R23/3-5

It was moved and seconded

- (1) *That the grant to KidSport be awarded in the amount of \$20,000; and***
- (2) *That \$5,000 be held back and that staff be directed, in consultation with the President, Richmond Sports Council, to allocate and administer grants for sports groups not recognized by KidSport, and that any remaining balance at the end of the year would again be adjudicated by staff in conjunction with the President, Richmond Sports Council, and may be given to KidSport or used for any youth oriented recreational endeavour.***

The question on the motion was not called as in reply to a query from Council, staff noted that the money is specifically for Richmond.

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

*Councillor Loo returned to the meeting (8:22 p.m.).*



**Regular Council**  
**Monday, February 13, 2023**

**21. ADOPTION OF TERMINOLOGY AND DEFINITIONS IN CANADA'S  
ANTI-RACISM STRATEGY**

(File Ref. No. 06-3300-01) (REDMS No. 7139332)

R23/3-6

It was moved and seconded

- (1) *That the City of Richmond adopt the terminology and definitions in pages 21-24 of Canada's Anti-Racism Strategy 2019-2022 in its entirety; and*
- (2) *That, for clarity, adopting these definitions does not preclude the criticism of specific actions of a particular government or state.*

The question on the motion was not called as discussion took place on (i) adopting the definitions to combat hate and racism in the community, (ii) potential negative impacts in the community by adopting the definitions, (iii) additional time and research needed prior to adoption of the terminology, and (iv) changes that can be made as definitions and terminology evolve.

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

**22. CAMPAIGN FINANCING DISCLOSURE STATEMENTS FOR 2022  
GENERAL LOCAL AND SCHOOL ELECTION – FAILURE TO FILE**

(File Ref. No. 12-8125-90-11)( REDMS No. 7134692 )

R23/3-7

It was moved and seconded

*That the report titled "Campaign Financing Disclosure Statements for 2022 General Local and School Election – Failure to File", dated February 7, 2023, from the Chief Election Officer, be received for information by Richmond City Council in accordance with the requirement of Section 61(2) of the Local Elections Campaign Financing Act.*

**CARRIED**



**Regular Council**  
**Monday, February 13, 2023**

**BYLAWS FOR ADOPTION**

R23/3-8

It was moved and seconded

*That the following bylaws be adopted:*

*Traffic Bylaw No. 5870, Amendment Bylaw No. 10434*

*Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 10084*

**CARRIED**

**DEVELOPMENT PERMIT PANEL**

R23/3-9

23. It was moved and seconded

(1) *That the minutes for the Development Permit Panel meeting held on December 14, 2022, and the Chair's report for the Development Permit Panel meeting held on April 29, 2022, be received for information.*

(2) *That the recommendation of the Panel to authorize the issuance of Development Permit (DP 18-826280) for the properties at 4100 Vanguard Road, be endorsed and the Permit so issued.*

**CARRIED**

**ADJOURNMENT**

R23/3-10

It was moved and seconded

*That the meeting adjourn (8:57 p.m.).*

**CARRIED**

Certified a true and correct copy of the Minutes of the Regular meeting of the Council of the City of Richmond held on Monday, February 13, 2023.

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Mayor (Malcolm D. Brodie)

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Corporate Officer (Claudia Jesson)



**Regular Council meeting for Public Hearings  
Tuesday, February 21, 2023**

Place: Council Chambers  
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair  
Councillor Chak Au  
Councillor Carol Day  
Councillor Laura Gillanders  
Councillor Kash Heed  
Councillor Andy Hobbs  
Councillor Alexa Loo  
Councillor Bill McNulty  
Councillor Michael Wolfe

Claudia Jesson, Corporate Officer

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

1. **RICHMOND ZONING BYLAW 8500, AMENDMENT BYLAW 10416  
(RZ 21-940333)**

(Location: 8691 Heather Street; Applicant: Gurjit Pooni)

*Applicant's Comments:*

The applicant was available to respond to queries.

*Written Submissions:*

None.

*Submissions from the floor:*

None.

PH23/2-1

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10416 be given  
second and third readings.*

**CARRIED**



**Regular Council meeting for Public Hearings  
Tuesday, February 21, 2023**

**2. RICHMOND ZONING BYLAW 8500, AMENDMENT BYLAW 10435  
(RZ 21-938262)**

(Location: 8420 Heather Street; Applicant: Rav Bains)

*Applicant's Comments:*

The applicant was available to respond to queries.

*Written Submissions:*

None.

*Submissions from the floor:*

None.

PH23/2-2

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10435 be given  
second and third readings.*

**CARRIED**

**ADJOURNMENT**

PH23/2-3

It was moved and seconded

*That the meeting adjourn (7:04 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  
Tuesday, February 21, 2023.

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Mayor (Malcolm D. Brodie)

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Corporate Officer (Claudia Jesson)

## Council/Board Liaison Committee

### Public Meeting Minutes

**Wednesday, January 11, 2023 – 9:30 am**  
**via Zoom Webinar**

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**Present:**

Chairperson, School District #38  
Vice Chairperson, School District #38  
Councillor, City of Richmond  
Councillor, City of Richmond  
Superintendent, School District #38  
Deputy Superintendent, School District #38  
Secretary Treasurer, School District #38  
Assistant Superintendent, School District #38  
Assistant Superintendent, School District #38  
Executive Director, Facilities Services, School District #38  
Director, Transportation, City of Richmond  
Director, Arts Culture & Heritage Services, City of Richmond  
Director, Recreation & Sports Services, City of Richmond  
Director, Community Social Development, City of Richmond  
Senior Engineer, Transportation Department, City of Richmond  
Executive Assistant (Recording Secretary), School District #38

D. Tablotney  
H. Larson  
A. Hobbs  
A. Loo  
S. Robinson  
R. Ryan  
C. Wang  
J. MacMillan  
C. Stanger  
F. Geyer  
L. Bie  
M. Fenwick  
K. Miller  
K. Sommerville  
S. Hingorani  
N. Todorovic

The Chairperson called the meeting to order at 9:31 am.

The Richmond Board of Education acknowledged and thanked the First Peoples of the hə́nqəmínəm language group on whose traditional and unceded territories we teach, learn and live.

#### **1. Adopt Agenda**

Councillor Loo asked that school sport fees (4.5) and recognition of swimming credentials (4.6) be added to the agenda.

***IT WAS MOVED AND SECONDED:***

That the Council/School Board Liaison Committee Public Meeting Agenda for January 11, 2023, be adopted as amended.

**CARRIED**

## **2. Adopt Minutes**

### ***IT WAS MOVED AND SECONDED:***

That the Public Minutes of the Council/School Board Liaison Committee meeting held on Wednesday, April 13, 2022, be adopted as circulated.

**CARRIED**

## **3. Standing Items**

### **3.1 Traffic Safety Advisory Committee**

City staff provided highlights from the Traffic Safety Advisory Committee meetings on September 28 and November 24, 2022 and spoke to safety measures being implemented in school zones in response to resident concerns about speeding in Richmond.

Councillor Loo inquired about the communication process for Parent Advisory Councils who have traffic safety concerns in their schools. Superintendent Robinson clarified that Parent Advisory Councils should go through school administrators who will then reach out to the School District to work with city staff members.

Discussion ensued about delineators at McNeely Elementary and that a consensus is needed from the neighbourhood to move forth with the removal. It was noted that a meeting will be held in upcoming weeks with the principal, at McNeely Elementary, to understand the concerns of the school and the option to pursue a traffic study.

### **3.2 Joint City and District Program Committee**

Deputy Superintendent Ryan informed the Committee that the Joint City and District Program Committee meeting took place on November 25, 2022.

### **3.3 Future Agenda Items**

Chairperson Tablotney requested to have items and speakers in advance of future Council/Board Committee meetings and asked whether a councillor may be interested in participating in future agenda planning meetings. Councillor Loo affirmed to participate in agenda planning meetings.

## **4. Business Arising and New Business**

### **4.1 Lane Delineators on McNeely Dr. & Woodhead Rd.**

The item was addressed in standing item 3.1 and Engineer Hingorani had no further comments.

### **4.2 Menstrual Equity Initiative**

Director Fenwick provided an update on the program that provides free menstrual products in the city facilities. She noted that the program has been well received and that council approved funding in Budget 2023 for the program to continue.

#### **4.3 Catchment Changes**

Councillor Loo mentioned that she has received concerns from residents in the Hamilton area where secondary students are being bussed past Cambie Secondary over to McNair Secondary, and the environmental impact of driving an extra distance every day. She inquired if these concerns are being considered in the catchment review. Executive Director Geyer responded that the Hamilton area is part of the second phase of catchment boundary review which was paused due to the pandemic and noted that the process will be continued when the Board is ready to start the process.

#### **4.4 Swimming Lessons and Water Safety Lessons**

Councillor Loo inquired whether the School District was working with the City of Richmond to provide swimming lessons and water safety lessons to students. Assistant Superintendent Stanger responded that the School District collaborates with Richmond Aquatics to facilitate opportunities for swimming lessons.

Assistant Superintendent Stanger spoke about courses that are provided by Richmond Aquatics that teach water safety to elementary school students and informed the committee that certifications are provided for students who pass the swimming courses.

Discussion ensued with regard to funding support for students taking swimming courses, and it was highlighted that Richmond Aquatics provides a discount certificate for students and that funds are available within schools to offset costs for families in financial hardship. City staff also noted that another option for students and families is the recreation fees subsidy program provided by the city.

#### **4.5 School Sport Fees**

Councillor Loo noted that school sports should be an affordable option within schools and inquired whether there are any opportunities for the district to cover school sports fees through possible grants or programs. Assistant Superintendent MacMillan highlighted that the Student and Family Affordability Fund was provided by the Province to support students and families for school-based activities. Discussion ensued with regards to communication with parents on funding availability and the process for parents to request support from the schools.

#### **4.6 Recognition of Swimming Credentials**

The item was addressed in item 4.4 and Councillor Loo had no further questions.

### **5. Proposed 2023 Meeting Dates**

The School District will be hosting the committee meetings in 2023. Future meeting dates will be discussed in the closed meeting.

6. **Adjournment**

***IT WAS MOVED AND SECONDED:***

That the meeting be adjourned at 10:14 am.

**CARRIED**

DRAFT



## Community Safety Committee

Date: Tuesday, February 14, 2023

Place: Council Chambers  
Richmond City Hall

Present: Councillor Alexa Loo, Chair  
Councillor Andy Hobbs  
Councillor Laura Gillanders  
Councillor Kash Heed  
Councillor Bill McNulty

Also Present: Councillor Carol Day  
Councillor Michael Wolfe

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

### MINUTES

It was moved and seconded  
*That the minutes of the meeting of the Community Safety Committee held on January 17, 2023, be adopted.*

**CARRIED**

### COMMUNITY SAFETY DIVISION

1. **ANIMAL PROTECTION SERVICES MONTHLY ACTIVITY  
REPORT – DECEMBER 2022 AND YEAR IN REVIEW**

(File Ref. No. 09-5375-09) (REDMS No. 7079920)

It was moved and seconded  
*That the staff report titled “Animal Protection Services Monthly Activity Report – December 2022 and Year in Review”, dated January 10, 2023, from the General Manager, Community Safety, be received for information.*

**CARRIED**

**Community Safety Committee**  
**Tuesday, February 14, 2023**

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**2. BUSINESS LICENCE ACTIVITY REPORT – 2022 YEAR IN REVIEW**  
(File Ref. No. 12-8375-03) (REDMS No. 7114271)

In response to queries from the Committee regarding illegal ride hailing, staff noted that (i) Bylaw staff coordinates with the Passenger Transportation Branch (PTB) as the lead investigative agency in conjunction with the police force of jurisdiction, such as the RCMP or Transit Police to investigate illegal ride hailing, (ii) staff are working in conjunction with the PTB to bring in other cities to coordinate through operational responses and best practices, (iii) enforcement has had an impact in curbing illegal ride hailing activities, however it is difficult to gauge the scale of the problem given that much of the illegal ride hails occur through offshore technology, (iv) PTB has been successful in responding to illegal ride hailing offenses, including vehicle seizures, and (v) staff are exploring options with all levels of government to increase penalties such as potentially seizing licenses.

It was moved and seconded

*That the staff report titled “Business Licence Activity Report – 2022 Year in Review”, dated January 23, 2023, from the Director, Community Bylaws & Licencing, be received for information.*

**CARRIED**

**3. PROPERTY USE AND PARKING ENFORCEMENT ACTIVITY REPORT – 2022 YEAR IN REVIEW**  
(File Ref. No. 12-8375-02) (REDMS No. 7114441)

In response to queries from the Committee, staff noted that (i) soil bylaw enforcement can be a multi month/step process for some properties to achieve compliance, where approval is required from many different agencies, and will be reflected as non compliant until the necessary permits are received from the City and the Agricultural Land Commission, (ii) staff can report back with a breakdown of the noncompliant properties, (iii) the reported increase in short-term rental violations is linked to the lifting of travel restrictions in October 2022 by the federal government, (iv) staff are looking at proactive messaging options for landlords to help identify/prevent short term rental violations, and (v) there is a high degree of compliance with respect to short-term rental violations.

It was moved and seconded

*That the staff report titled “Property Use and Parking Enforcement Activity Report – 2022 Year in Review”, dated January 23, 2023, from the Director, Community Bylaws & Licencing, be received for information.*

**CARRIED**

**Community Safety Committee**  
**Tuesday, February 14, 2023**

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**4. RICHMOND FIRE-RESCUE MONTHLY ACTIVITY REPORT  
DECEMBER 2022 AND YEAR IN REVIEW**

(File Ref. No.) (REDMS No. 7101015)

In response to queries from the Committee, Fire Chief Jim Wishlove noted (i) the average service response time reported is inclusive of all calls (fire, motor vehicle accidents, and medical calls), (ii) all crews are trained in traffic management; (iii) the increase in medical calls for 2022 over 2021 are the result of the lifting of first responder limitations, (iv) RFR outreach engagements can differ monthly and can depend on opportunities available (community/national events), and (v) there has not been any trends noted in Richmond with respect to fires from an EV battery or charger.

It was moved and seconded

*That the staff report titled “Richmond Fire-Rescue Monthly Activity Report – December 2022 and Year in Review”, dated January 12, 2023, from the Fire Chief, be received for information.*

**CARRIED**

**5. FIRE CHIEF BRIEFING**

(Verbal Report)

Items for discussion: *None.*

**6. RCMP MONTHLY ACTIVITY REPORT - DECEMBER 2022 AND  
YEAR IN REVIEW**

(File Ref. No. 09-5375-02) (REDMS No. 7087295)

Discussion ensued with respect to violations of theft from mailboxes, noting reluctance/apprehension in reporting to police. Chief Supt. Chauhan noted when violations are reported, Richmond RCMP responds and an investigation is generated.

Further discussion ensued regarding the Blockwatch program, noting that a number of Blockwatch captains have left the program. Chief Supt. Chauhan noted that Blockwatch coordinators are working diligently to ensure the program’s continued success, with ongoing recruitment efforts to encourage residents to join the program. It was suggested that Blockwatch be promoted through various publications such as newsletters.

In response to queries from the Committee, Chief Supt. Chauhan noted that (i) the Richmond RCMP has responded to reported hate crimes and that the “Hate Has No Place” campaign, together with increased public engagement has had a positive effect on such incidents (ii) Richmond RCMP has responded to incidents related to shoplifting, and (iii) with respect to hospital wait times related to mental health and medical incidents, priority is given, when possible, to Richmond RCMP members accompanying patients.

## Community Safety Committee

Tuesday, February 14, 2023

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It was moved and seconded

*That the staff report titled "RCMP Monthly Activity Report - December 2022 and Year in Review", dated January 14, 2023, from the Officer in Charge, Richmond RCMP Detachment, be received for information.*

**CARRIED**

7. **RCMP/OIC BRIEFING**

(Verbal Report)

Item for discussion:

*Joint Road Safety Blitz* – this item was removed from the Agenda.

Chief Supt. Dave Chauhan noted that road safety initiatives are ongoing.

8. **MANAGER'S REPORT**

None.

### ADJOURNMENT

It was moved and seconded

*That the meeting adjourn (4:48 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, February 14, 2023.

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Councillor Alexa Loo  
Chair

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Lorraine Anderson  
Legislative Services Associate



## General Purposes Committee

Date: Tuesday, February 21, 2023

Place: Council Chambers  
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair  
Councillor Chak Au  
Councillor Carol Day (entered the meeting at 4:02 p.m.)  
Councillor Laura Gillanders  
Councillor Kash Heed  
Councillor Andy Hobbs  
Councillor Alexa Loo  
Councillor Bill McNulty  
Councillor Michael Wolfe

Call to Order: The Chair called the meeting to order at 4:01 p.m.

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the General Purposes Committee held on February 6, 2023, be adopted as circulated.*

**CARRIED**

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

### PRESENTATION

1. Tamara Vrooman, President and CEO, Vancouver International Airport, and Dan Nomura, Director, YVR Board, referenced their report summary (Copy on File, City Clerk's Office) and highlighted the following information:
  - in the past year YVR experienced the steepest surge in passenger numbers in its history;

**General Purposes Committee**  
**Tuesday, February 21, 2023**

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- new routes were launched connecting the region with more cities in Canada and abroad;
- YVR is investing in digitization and data to improve operations and advance climate action goals;
- YVR is opening up 400 under-utilized acres of Sea Island for industrial and commercial developments; and
- YVR will be focused on improving its operating efficiency, passenger experience, and airline satisfaction, as well as meeting climate action commitments.

## FINANCE AND CORPORATE SERVICES DIVISION

**2. AWARD OF CONTRACT 8072P – WORKFORCE MANAGEMENT SOLUTION AND SERVICES**

(File Ref. No. 04-1300-01) (REDMS No. 7108110)

It was moved and seconded

- (1) *That Contract 8072P – Workforce Management Solution be awarded to Kronos Canadian Systems Inc., for an estimated contract value of \$719,584, excluding taxes, for an initial contract term of two years, as described in the report titled “Award of Contract 8072P -Workforce Management Solution and Services”, dated January 11, 2023, from the Director, Information Technology; and*
- (2) *That the Chief Administrative Officer and General Manager, Finance and Corporate Services be authorized to execute the contract with Kronos Canadian Systems Inc.; and*
- (3) *That the Chief Administrative Officer and General Manager, Finance and Corporate Services be authorized to extend the contract at the end of the initial contract term for an additional five years, up to the maximum total term of seven years, for a maximum contract value of \$1,749,904, excluding taxes, as described in the report titled “Award of Contract 8072P - Workforce Management Solution and Services”, dated January 11, 2023, from the Director, Information Technology.*

The question on the motion was not called as in reply to a query from Committee, staff noted that most positions are within the living wage threshold.

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

**General Purposes Committee**  
**Tuesday, February 21, 2023**

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**ADJOURNMENT**

It was moved and seconded

*That the meeting adjourn (4:20 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 Tuesday,  
February 21, 2023.

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Mayor Malcolm D. Brodie  
Chair

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Sarah Goddard  
Legislative Services Associate



## Planning Committee

Date: Wednesday, February 22, 2023

Place: Council Chambers  
Richmond City Hall

Present: Councillor Bill McNulty, Chair  
Councillor Alexa Loo  
Councillor Chak Au  
Councillor Carol Day  
Councillor Andy Hobbs

Also Present: Councillor Laura Gillanders (by teleconference)  
Councillor Michael Wolfe

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

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the Planning Committee held on February 7, 2023, be adopted as circulated.*

**CARRIED**

The Chair noted that the scheduled Planning Committee meeting for March 7, 2023 is cancelled, and that the next Planning Committee meeting will be held on March 21, 2023.

### PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY DA ARCHITECTS & PLANNERS FOR  
TEMPORARY COMMERCIAL USE PERMIT AT 8991 CHARLES  
STREET**

(File Ref. No. TU 23-009170) (REDMS NO. 7114445)

It was moved and seconded

**Planning Committee**  
**Wednesday, February 22, 2023**

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*That the application by DA Architects & Planners for an extension to Temporary Commercial Use Permit (TCUP) for the property at 8991 Charles Street be considered at a Public Hearing to be held March 20, 2023 at 7:00 p.m. in the Council Chambers of Richmond City Hall; and that the following recommendation be forwarded to that meeting for consideration:*

*"That an extension to Temporary Commercial Use Permit (TU 20-891050) to permit a 'Vehicle Rental, Convenience' use, limited to the storage of rental vehicles only with no associated buildings and no public access as a site specific additional use, be considered for three years from the date of issuance."*

**CARRIED**

2. **HOUSING AGREEMENT (AFFORDABLE HOUSING) BYLAW NO. 10437 TO SECURE 156 AFFORDABLE HOUSING UNITS, HOUSING AGREEMENT (MARKET RENTAL HOUSING) BYLAW NO. 10438 TO SECURE 120 MARKET RENTAL HOUSING UNITS, AND HOUSING AGREEMENT (MARKET RENTAL HOUSING) BYLAW NO. 10439 TO SECURE 17 MARKET RENTAL HOUSING UNITS IN PHASE 1 AND PHASE 2 OF THE PROPOSED DEVELOPMENT LOCATED AT 8671, 8731, 8771, 8831/8851 CAMBIE ROAD, 8791 CAMBIE ROAD/3600 SEXSMITH ROAD, AND 3480, 3500, 3520, 3540/3560 SEXSMITH ROAD**

(File Ref. No. 08-4057-05) (REDMS No. 7088657)

It was moved and seconded

- (1) *That Housing Agreement Bylaw No. 10437 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 484 of the Local Government Act to secure the Affordable Housing Units required by Development Permit DP 22-015851;*
- (2) *That Housing Agreement Bylaw No. 10438 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 484 of the Local Government Act, to secure the Market Rental Housing Units required by Development Permit DP 22-015851; and*

**Planning Committee**  
**Wednesday, February 22, 2023**

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- (3) *That Housing Agreement Bylaw No. 10439 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 484 of the Local Government Act, to secure the Market Rental Housing Units required by Development Permit DP 22-017484.*

The question on the motion was not called as in response to queries from Committee staff advised that (i) the proposed buildings will be connected to the City Centre District Energy Utility, which will be providing on site low carbon energy systems, and (ii) staff are not aware of gas appliances proposed for the development but will follow up through the development permit.

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

3. **RICHMOND INTERCULTURAL ADVISORY COMMITTEE 2022 ANNUAL REPORT AND 2023 WORK PROGRAM**

(File Ref. No. 07-3300-01) (REDMS No. 7079568)

In response to queries from Committee staff advised that (i) part of the Richmond Intercultural Advisory Committee (RIAC) work program is to promote and support initiatives that address instances of racism and hate in the community; (ii) the recent adoption by Council of the racism protocol and the option of terminology align with the RIAC work program, and (iii) staff are considering a hybrid model for the Diversity Symposium this year consisting of virtual sessions and at least one in person session.

It was moved and seconded

*That the Richmond Intercultural Advisory Committee's 2022 Annual Report and 2023 Work Program, as presented in the staff report titled "Richmond Intercultural Advisory Committee 2022 Annual Report and 2023 Work Program," dated January 19, 2023, from the Director of Community Social Development, be approved.*

**CARRIED**

4. **FOOD SECURITY AND AGRICULTURAL ADVISORY COMMITTEE 2022 ANNUAL REPORT AND 2023 WORK PROGRAM**

(File Ref. No. 01-0100-30-AADV1-01) (REDMS No. 7108839)

It was moved and seconded

*That the Food Security and Agricultural Advisory Committee 2022 Annual Report and 2023 Work Program, as presented in the staff report titled "Food Security and Agricultural Advisory Committee 2022 Annual Report and 2023 Work Program", dated January 30, 2023, from the Director of Policy Planning, be approved.*

**CARRIED**

3.

**Planning Committee**  
**Wednesday, February 22, 2023**

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**5. MANAGER'S REPORT**

**(i) *Amenity Contributions***

Staff advised Committee that Amenity Contribution rates will be adjusted at the end of February. The increase is in accordance with the Official Community Plan (OCP) and the rates are adjusted according to the Consumer Price Index and the Building Construction Price Index. An information bulletin advising applicants of the new rates is forthcoming.

**(ii) *Metro 2050 Regional Growth Strategy Update***

Staff advised Committee that the Metro Vancouver Board will be considering 3<sup>rd</sup> reading and final adoption of the Metro 2050, Regional Growth Strategy on February 24, 2023. Staff advised that all 24 effected municipalities have now accepted Metro 2050.

**ADJOURNMENT**

It was moved and seconded  
*That the meeting adjourn (4:17 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 Wednesday, February 22, 2023.

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Councillor Bill McNulty  
Chair

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Raman Grewal  
Legislative Services Associate



# City of Richmond

## Report to Committee

**To:** General Purposes Committee  
**From:** Grant Fengstad  
Director, Information Technology  
**Date:** January 11, 2023  
**File:** 04-1300-01/2022-Vol  
01  
**Re:** **Award of Contract 8072P – Workforce Management Solution and Services**

### Staff Recommendation

1. That Contract 8072P – Workforce Management Solution be awarded to Kronos Canadian Systems Inc., for an estimated contract value of \$719,584, excluding taxes, for an initial contract term of two years, as described in the report titled “Award of Contract 8072P - Workforce Management Solution and Services”, dated January 11, 2023, from the Director, Information Technology; and
2. That the Chief Administrative Officer and General Manager, Finance and Corporate Services be authorized to execute the contract with Kronos Canadian Systems Inc.; and
3. That the Chief Administrative Officer and General Manager, Finance and Corporate Services be authorized to extend the contract at the end of the initial contract term for an additional five years, up to the maximum total term of seven years, for a maximum contract value of \$1,749,904, excluding taxes, as described in the report titled “Award of Contract 8072P - Workforce Management Solution and Services”, dated January 11, 2023, from the Director, Information Technology.

Grant Fengstad  
Director, Information Technology  
(604-276-4096)

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Finance Department	<input checked="" type="checkbox"/>	
Public Works	<input checked="" type="checkbox"/>	
Community Services	<input checked="" type="checkbox"/>	
Human Resources	<input checked="" type="checkbox"/>	
<b>SENIOR STAFF REPORT REVIEW</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 

## **Staff Report**

### **Origin**

The City continues its technological advancement through the implementation of the Council-endorsed Digital Strategy. The vision of the strategy is to ‘optimize and integrate business processes which leverage technology innovation to deliver exceptional services’. The goals of the Workforce Management System are to enable self-service capabilities and automation; increase efficiencies in the management of the City’s workforce; comply with various regulations and enable the elimination of manual and paper-based processes.

Over the last 20 years, the City has implemented a number of independent systems that provide services including Payroll, Human Resources, Community Services Scheduling, Public Works Service Requests and Work Order Management. Each of these systems stores and maintains workforce data independently that is isolated in each system and limits the City’s ability to consolidate important information on its workforce. Aggregating and consolidating this information will provide better forecasting, planning, and improving the delivery of services.

This project provides a “single stop portal” that will be utilized City-wide for payroll, scheduling, leave management, as well as maintaining staff training and certification records. Some of the key benefits of this solution are:

- Automation of staff scheduling and callouts according to rules based on business and collective agreement requirements, considering scheduled leave, reported sick time and other events that may disrupt a schedule. This significantly reduces manual effort on periodic scheduling, minimizes human error and reduces the turnaround time in responding to emergency needs.
- With leave management automation, all leave requests and approvals are entered and tracked within the new system. A holistic view of staff availability is presented in real time with no human intervention needed. This will enhance workforce planning to make sure that adequate resources are available to run the City's day-to-day operations.
- Timesheet submission and approval processes for time entries within the system would be used to fully automate the payroll process. Time entries can also be validated by leave requests and schedules. This reduces time entry errors and turnaround time in payroll processing.
- Maintaining staff training and certification records in the system not only facilitates scheduling and callout, but also ensures that up to date records are available. The system assists management by ensuring skills and certifications are maintained through an automated process.
- All workforce data will reside in a single system; therefore, data assessments can more easily be performed for workforce analysis and forecasting.

The purpose of this report is to present the results of the public tendering process for Contract 8072P and provides a recommendation for award of contract to Kronos Canadian Systems Inc. for Workforce Management Solution and Services.

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

*4.2 Ensure infrastructure meets changing community needs, current trends, and best practices.*

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

*5.1 Maintain a strong and robust financial position*

*5.2 Clear accountability through transparent budgeting practices and effective public communication.*

## **Analysis**

### RFP Process

A Request for Proposals 8072P – Workforce Management Solution and Services was posted to BC Bid on June 9, 2022 and closed on July 22, 2022.

The following describes the full scope of services that are required by the City:

- Leave Management – employee self-service on leave request and manager approval
- Training and Certification – employee training and certification maintenance
- Scheduling – auto-scheduling according to pre-defined rules, employee leave schedules and training and certification requirements
- Time and Attendance – employees submitting bi-weekly time entries for payroll
- Payroll – validation of time entry for payroll processes
- Security - Secured and highly available system

One proposal was received by the closing date from Kronos Canadian Systems Inc. Kronos is the market leader providing Enterprise-grade Workforce Management solutions.

### Review Process

The proposal was evaluated by City staff and consisted of a two-phased evaluation process. The first phase involved independent reviews of each proposal scored against the following criteria:

- Schedule of Pricing
- Corporate Background, Team Qualifications & Experience
- Approach
- Technical Requirements

- Functional Requirements

The evaluation team initially scored the proposal at 77.08 percent based on the overall suitability to meet the requirements of the City.

Kronos Canadian Systems Inc. was invited to participate in a series of interviews with City staff and to provide demonstrations of their proposed solution. The proponent was assessed based on their responses to a series of pre-set interview questions, technical and functional clarifications as well as several demonstration case scenarios. The total evaluation score awarded by the evaluation panel following the second phase evaluation was 69.9 percent.

The solution proposed by the Kronos team provides maximum flexibility to configure functionality and integrate with the City's multiple ERP systems and meet the City's business requirements that were described in the RFP. The product is currently used by many organizations, major cities and government agencies including the City of Calgary, the City of Hamilton and the City of New Westminster. To ensure that the City is equipped with a scalable, robust and secure solution, it is recommended that a contract be awarded to Kronos Canadian Systems Inc.

#### Financial Impact

The project was previously approved by Council with available funding of \$790,258. The estimated total cost of the proposed contract over the initial two-year term is estimated at \$719,584, including contingency is summarized in Table 1.

Table 1 –Estimated Total Cost over Initial Two-Year Implementation Contract Term

<b>Description</b>	<b>Costs</b>
Implementation (Professional Services) Cost	\$279,505
+ Contingency 10%	\$27,951
<b>Total Implementation Cost (One Time / Capital)</b>	<b>\$307,456</b>
Software Subscription Cost – Year 1	\$206,064
Software Subscription Cost – Year 2	\$206,064
<b>Total Software Subscription Cost</b>	<b>\$412,128</b>
<b>Total Contract Value (Implementation Phase – 2 Years)</b>	<b>\$719,584</b>

The City has the option to extend the contract for additional five one-year terms under the same terms and conditions with no increase in operating costs (OBI). The estimated cost associated with extending the contract to a maximum seven-year term is summarized in Table 2.

Table 2 – Estimated Total Cost over Maximum Seven-Year Contract Term

<b>Description</b>	<b>Costs</b>
Implementation Contract Value (Table 1)	\$719,584
Software Subscription Cost – Year 3	\$206,064
Software Subscription Cost – Year 4	\$206,064
Software Subscription Cost – Year 5	\$206,064
Software Subscription Cost – Year 6	\$206,064
Software Subscription Cost – Year 7	\$206,064
<b>Total Cost</b>	<b>\$1,749,904</b>

### **Conclusion**

Kronos Canadian Systems Inc. can deliver the scope of work and requirements described in the RFP for the Workforce Management Solution project. Staff recommend awarding a contract to Kronos Canadian Systems Inc. for \$719,584.00, exclusive of taxes, over the initial two-year contract term, which may be renewed for a maximum of five (5) additional one (1) year terms.



Kathy Hui  
Business Analyst, Information Technology  
(604-276-4059)



# City of Richmond

## Report to Committee

**To:** Planning Committee  
**From:** Wayne Craig  
Director, Development

**Date:** February 6, 2023  
**File:** TU 23-009170

**Re:** Application by DA Architects & Planners for Temporary Commercial Use Permit at 8991 Charles Street

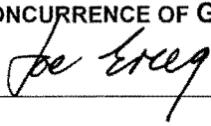
### Staff Recommendation

That the application by DA Architects & Planners for an extension to Temporary Commercial Use Permit (TCUP) for the property at 8991 Charles Street be considered at a Public Hearing to be held March 20, 2023 at 7:00 p.m. in the Council Chambers of Richmond City Hall; and that the following recommendation be forwarded to that meeting for consideration:

“That an extension to Temporary Commercial Use Permit (TU 20-891050) to permit a ‘Vehicle Rental, Convenience’ use, limited to the storage of rental vehicles only with no associated buildings and no public access as a site specific additional use, be considered for three years from the date of issuance.”

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

WC:ak  
Att. 4

<b>REPORT CONCURRENCE</b>
<b>CONCURRENCE OF GENERAL MANAGER</b> 

## **Staff Report**

### **Origin**

DA Architects & Planners have applied to the City of Richmond for an extension to an existing Temporary Commercial Use Permit (TCUP), allowing “Vehicle Rental, Convenience”, limited to the storage of rental vehicles only with no associated buildings and no public access, as a site-specific additional use at 8991 Charles Street (Attachment 1). The subject site is zoned “Light Industrial (IL)” and the TCUP will allow for the outdoor storage of rental vehicles associated with the primary site of the Routes Car Rental business at 9231 Beckwith Road. A survey of the subject property and existing condition is provided in Attachment 2.

Council issued the original TCUP (TU 20-891050) on March 16, 2020 for a three-year term expiring on March 16, 2023. The proposed TCUP extension would permit Routes Car Rental to continue storing rental vehicles on the subject site with no public access for a period of up to three years from the date of issuance. This is the only extension permitted under this application, after which a new application is required.

There are no proposed changes to the layout or access permitted by the existing TCUP.

### **Findings of Fact**

There are no existing buildings or structures on the subject property. A Development Application Data Sheet providing details about the proposal is provided in Attachment 3.

### **Surround Development**

The subject site is located in the City Centre planning area. Development immediately surrounding the subject site is as follows:

To the North: The Bridgeport Canada Line Station and a bus loop on property zoned “Auto Oriented Commercial (CA)”.

To the South: Across Charles Street, office and warehouse buildings with parking and unoccupied lots on property zoned “Light Industrial (IL)”. At 2520 Smith Street, there is a three-storey temporary modular housing development with vehicle access from Smith Street on property zoned “Light Industrial (IL)”. A Temporary Use Permit was approved by the City to allow the modular housing development (TU 20-918062).

To the East: Across Great Canadian Way, unoccupied property zoned “Light Industrial (IL)”.

To the West: The Bridgeport Canada Line Station and bus loop on property zoned “Auto Oriented Commercial (CA)”.

### Existing Legal Encumbrances

Two Statutory Right-of-Ways (SRWs) are registered on Title. The following SRWs are found on the subject property but do not impact the proposed use:

- A 3.0 m wide by approximately 65.0 m in length City Utility Works SRW along the majority of the south property line of the site (SRW Plan 53564).
- A 3.0 m wide by approximately 45.0 m in length City Utility Works SRW oriented along the majority of the east property line of the site (SRW Plan BCP13282).

### **Related Policies & Studies**

#### Official Community Plan/City Centre Area Plan/Bridgeport Village Sub-Area Plan

The Official Community Plan (OCP) land use designation for the subject site is “Commercial” and the Bridgeport Sub-Area Plan designation for the subject site is “Urban Centre T5 (45 m)” and permits a range of uses including commercial, retail and service uses (Attachment 4). The Temporary Commercial Use Permit proposal is consistent with these designations. It is anticipated that the proposed use will not have a long term impact on future mixed-use redevelopment of the property given the restrictive nature of the Permit.

#### Richmond Zoning Bylaw 8500

The subject site is zoned “Light Industrial (IL)”, which allows for a range of general industrial and commercial uses. Richmond Zoning Bylaw 8500 defines “Vehicle Rental, Convenience” as:

“The rental or new or used automobiles and light trucks and utility vehicles with a gross vehicle rating of 1,815.0 kg or less, and includes those establishments that are not strictly office in nature, but form integral parts of the main operation, such as facility for minor vehicle servicing, storing facility, fueling facility or a car wash.”

This TCUP would limit the proposed use to the storage of rental vehicles and for access to be restricted to operators only.

#### Local Government Act

The *Local Government Act* states that Temporary Commercial Use Permits are valid for a period of three years from the date of issuance. An application for extension to the Permit may be made and issued by Council for up to three additional years. Following this one time extension, a new TCUP application would be required.

### **Public Consultation**

Notification signage has been installed on the subject property. Staff have not received any comments from the public about the TCUP application in response to the notification signage on the property.

Should the Planning Committee and Council endorse the staff recommendation, the application will be forwarded to a Public Hearing on March 20, 2023, 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 *Development Permit, Development Variance Permit and Temporary Commercial and Industrial Use Permit Procedure Bylaw No. 7273*.

## **Analysis**

### Existing Site Context

Council issued the original TCUP (TU 20-891050) on March 16, 2020 for a period of three years. The TCUP allows “Vehicle Rental, Convenience” use, limited to the storage of rental vehicles only, with no associated buildings and no public access as a site-specific additional use at 8991 Charles Street.

The current tenant, “Routes Car Rental”, has been using 8991 Charles Street as a secondary site, with the permission of the land owner, as a fully fenced and secured location for storing rental cars to compliment the office location at 9231 Beckwith Road, where interactions with the public take place. The original TCUP application was to address any non-conformity with the Zoning Bylaw and to ensure compliance for the business use. The TCUP extension would enable a continuation of this temporary use and permit Routes Car Rental to continue storing rental vehicles on site, with no public access, for an additional three years.

### Landscaping

The landscaping works have been completed as per the original TCUP conditions. Landscaping works included new fencing and landscaping improvements along the site’s road frontages and the north property line. Staff have visited the site and can confirm that the landscaping is in good condition.

### Transportation and Site Access

Access to the site is restricted to employees only, as provided in the Permit itself. Site access has been moved westward as per the original TCUP to improve safety, vehicle movement in and out of the site and to create minimal impact on congestion at the intersection of Charles Street and Great Canadian Way. The new driveway crossing over the existing ditch between two existing power poles has been completed as per the original TCUP. No changes to site access is proposed.

### Frontage Improvements

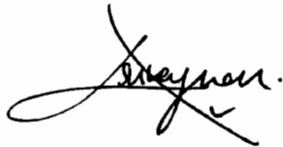
The applicant has entered into an agreement for frontage works via a City Work Order at the developer’s sole cost. Improvements to the Charles Street frontage as per the original TCUP will include a new curb and a 2.0 m pathway extension from the Northwest sidewalk intersection of Charles Street and Great Canadian Way to the edge of the proposed driveway. The City has received payment for the Work Order and the frontage improvements are in process of being designed and scheduled for installation by City crews.

**Financial Impact or Economic Impact**

None.

**Conclusion**

It is recommended that the attached Temporary Commercial Use Permit be re-issued to DA Architects & Planners as an extension to TU 20-891050 to allow "Vehicle Rental, Convenience", limited to the storage of rental vehicles only with no associated buildings and no public access, at 8991 Charles Street on a temporary basis for a period of three years.

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

Ashley Kwan  
Planner 1  
(604) 276-4173

AK:ck

- Attachment 1: Location Map and Aerial Photo
- Attachment 2: Site Plan and Landscape Plan
- Attachment 3: Development Application Data Sheet
- Attachment 4: Bridgeport Village Sub-Area Plan





City of  
Richmond



TU 23-009170

Original Date: 01/18/23

Revision Date:

Note: Dimensions are in METRES







**TU 23-009170**

**Attachment 3**

Address: 8991 Charles Street

Applicant: DA Architects & Planners

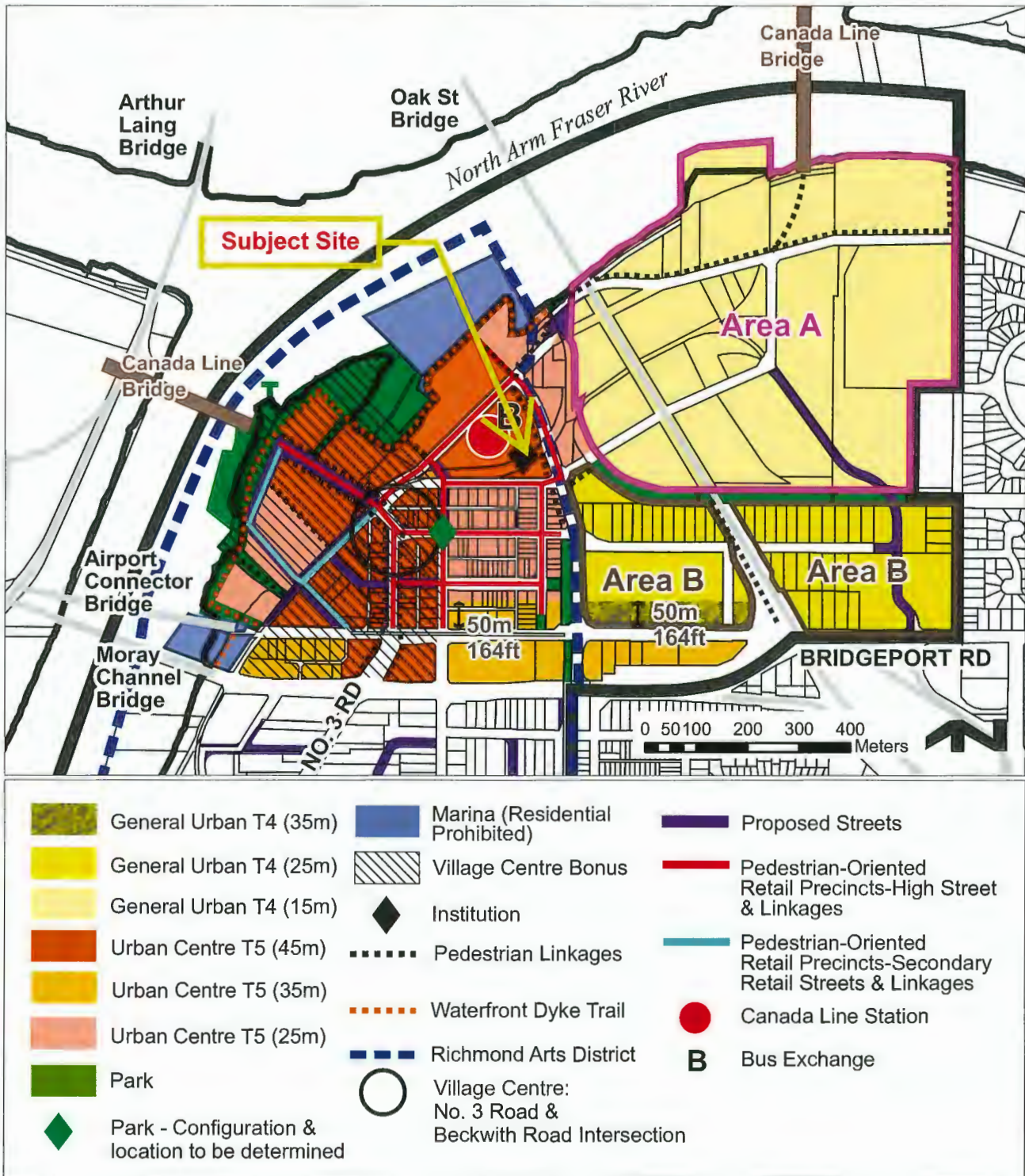
Planning Area(s): City Centre Area Plan/Bridgeport Village Sub-Area Plan

	Existing	Proposed
<b>Owner:</b>	Great Canadian Gaming Corp	No change
<b>Site Size (m<sup>2</sup>):</b>	4,640 m <sup>2</sup>	4,640 m <sup>2</sup>
<b>Land Uses:</b>	Light Industrial (IL)	Light Industrial (IL) & "Vehicle Zoning: Rental, Convenience" specific to 8991 Charles Street
<b>OCP Designation:</b>	Commercial	No change
<b>Area Plan Designation:</b>	City Centre Area Plan – Urban Centre T5 (45m)	No change
<b>Zoning:</b>	Light Industrial (IL)	Light Industrial (IL) & "Vehicle Zoning: Rental, Convenience" specific to 8991 Charles Street

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Lot Coverage (% of lot area):	Building: Max. 60% Non-porous Surfaces: n/a	Building: Max. 60% Non-porous Surfaces: n/a	none
Lot Size:	4,640 m <sup>2</sup>	4,640 m <sup>2</sup>	none
Setbacks (m):	Front (South): Min. 3.0 m Rear (North): Min. 0.0 m Side (West): Min. 0.0 m Exterior Side (East): Min. 3.0 m	Front (South): Min. 3.0 m Rear (North): Min. 0.0 m Side (West): Min. 0.0 m Exterior Side (East): Min. 3.0 m	none

# Specific Land Use Map: Bridgeport Village (2031)

Bylaw 10190  
2022/07/18



Bylaw 10020  
2019/05/21

Maximum building height may be subject to established Airport Zoning Regulations in certain areas.



# City of Richmond

- 1 -

## Temporary Commercial Use Permit

No. TU 23-009170

To the Holder: DA ARCHITECTS & PLANNERS

Property Address: 8991 CHARLES STREET

Address: C/O RANDY KNILL  
DA ARCHITECTS & PLANNERS  
200 -1014 HOMER STREET  
VANCOUVER, BC V6B 2W9

1. This Temporary Commercial Use Permit is issued subject to compliance with all of the Bylaws of the City applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Temporary Commercial Use Permit applies to and only to those lands shown cross-hatched on the attached Schedule "A" and any and all buildings, structures and other development thereon.
3. The subject property may be used for the following temporary Commercial uses:  
  
Vehicle Rental, Convenience; limited to the storage of rental vehicles only with no associated buildings and no public access.
4. Any temporary buildings, structures and signs shall be demolished or removed and the site and adjacent roads shall be maintained and restored to a condition satisfactory to the City of Richmond, upon the expiration of this permit or cessation of the use, whichever is sooner.
5. As a condition of the issuance of this Permit, Council is retaining the security associated with TU 20-891050 for this three year extension to ensure that development is carried out in accordance with the terms and conditions of this Permit. Should any interest be earned upon the security, it shall accrue to the Holder if the security is returned. The condition of the posting of the security is that should the Holder fail to carry out the development hereby authorized, according to the terms and conditions of this Permit within the time provided, the City may use the security to carry out the work by its servants, agents or contractors, and any surplus shall be paid over to the Holder, or should the Holder carry out the development permitted by this permit within the time set out herein and comply with all the undertakings given in Schedule "B" attached hereto, the security shall be returned to the Holder.

There is filed accordingly:

An Irrevocable Letter of Credit in the amount of \$2,000.00.

6. The land described herein shall be developed generally in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit which shall form a part hereof.

This Permit is not a Building Permit.

AUTHORIZING RESOLUTION NO.  
OF , .

ISSUED BY THE COUNCIL THE DAY

DELIVERED THIS DAY OF , .

\_\_\_\_\_  
MAYOR

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



## Schedule "B"

### Undertaking

In consideration of the City of Richmond issuing the Temporary Commercial Use Permit, we the undersigned hereby agree to demolish or remove any temporary buildings, structures and signs; to restore the land described in Schedule A; and to maintain and restore adjacent roads, to a condition satisfactory to the City of Richmond upon the expiration of this Permit or cessation of the permitted use, whichever is sooner.

DA Architects & Planners  
by its authorized signatory

---

Randy Knill



# City of Richmond

## Report to Committee

**To:** Planning Committee **Date:** January 19, 2023

**From:** Kim Somerville  
Director, Community Social Development **File:** 08-4057-05/2023-Vol 01

**Re:** **Housing Agreement (Affordable Housing) Bylaw No. 10437 to Secure 156 Affordable Housing Units, Housing Agreement (Market Rental Housing) Bylaw No. 10438 to Secure 120 Market Rental Housing Units, and Housing Agreement (Market Rental Housing) Bylaw No. 10439 to Secure 17 Market Rental Housing Units in Phase 1 and Phase 2 of the Proposed Development Located at 8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road, and 3480, 3500, 3520, 3540/3560 Sexsmith Road**

### Staff Recommendations

1. That Housing Agreement Bylaw No. 10437 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 484 of the Local Government Act to secure the Affordable Housing Units required by Development Permit DP 22-015851;
2. That Housing Agreement Bylaw No. 10438 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 484 of the Local Government Act, to secure the Market Rental Housing Units required by Development Permit DP 22-015851; and
3. That Housing Agreement Bylaw No. 10439 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of section 484 of the Local Government Act, to secure the Market Rental Housing Units required by Development Permit DP 22-017484.

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

Att. 2

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

7088657

## Staff Report

### Origin

The purpose of this report is to recommend that City Council adopt Housing Agreement Bylaw No. 10437 to secure 156 Low-End Market Rental (LEMR) affordable housing units, Housing Agreement Bylaw No. 10438 to secure 120 market rental housing units, and Housing Agreement Bylaw No. 10439 to secure 17 market rental units in Phase 1 and Phase 2 of the proposed development located at 8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road/3600 Sexsmith Road, and 3480, 3500, 3520, 3540/3560 Sexsmith Road (Attachments 1 and 2). An additional 17 market rental units will be secured by future housing agreements in each of Phase 3 and Phase 4 of the development, once the associated Development Permit applications are brought forward, for a grand total of 156 LEMR units and 171 market rental units.

The applicant, Polygon Homes, has applied to the City for Development Permit DP 22-015851 and Development Permit DP 22-017484 for the first two phases of a four-phase development project. The Development Permit associated with the project's first phase, DP 22-015851, is to develop two six-storey mid-rise towers comprised of 100% rental housing – one stand-alone affordable housing building with 156 LEMR units and one stand-alone market rental building with 120 market rental units. The Development Permit associated with the project's second phase, DP 22-017484, is to develop a residential high-rise building including 17 market rental units. The LEMR and market rental units in each of the three buildings will be secured in perpetuity by three separate Housing Agreements.

The development's proposed affordable and market rental housing are consistent with the City's Affordable Housing Strategy 2017–2027 and Market Rental Housing Policy.

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

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

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

*Strategic Direction #1: Expand Housing Choices*

This report is also consistent with the City of Richmond's Affordable Housing Strategy 2017–2027, including:

*Strategic Direction #1: Use regulatory tools to encourage a diverse mix of housing types and tenures.*

Housing Agreement Bylaw No. 10437, Housing Agreement Bylaw No. 10438 and Housing Agreement Bylaw No. 10439 secure the LEMR and market rental units with terms and conditions endorsed by Council through rezoning application RZ 18-836123.

It is recommended that the three proposed Housing Agreements for the subject development be introduced and given first, second and third readings. Following the adoption of the Bylaws, the City will be able to execute the Housing Agreements and arrange for notice of the Agreements to be filed on title to the development lands in the Land Title Office.

## Analysis

The proposed development will be built in four phases, totalling approximately 1,341 residential units, including 156 LEMR units and 171 market rental units (Table 1). The project's first phase will consist of a six-storey 100% LEMR building with 156 units and a 100% market rental building with 120 units. The following three phases of the development each include 17 market rental units located within strata-primary buildings. This report recommends the adoption of three separate housing agreements to secure the LEMR units and market rental housing units in Phase 1 and Phase 2 of the development. The market rental units included in Phase 3 and Phase 4 of the development will be secured by future housing agreements.

Table 1: LEMR and Market Rental Unit Mix and Phases

Unit Type	LEMR Phase 1 – Lot 1	Market Rental Phase 1 – Lot 1	Market Rental Phase 2 – Lot 4	Market Rental Phase 3 – Lot 2 Future Phase	Market Rental Phase 4 – Lot 3 Future Phase
<b>Studio</b>	18 (12%)	6 (5%)	1 (6%)	1 (6%)	1 (6%)
<b>One bedroom</b>	60 (38%)	46 (38%)	6 (35%)	6 (35%)	6 (35%)
<b>Two bedroom</b>	45 (29%)	68 (57%)	10 (59%)	10 (59%)	10 (59%)
<b>Three bedroom</b>	33 (21%)	0 (0%)	0 (0%)	0 (0%)	0 (0%)
<b>Total Units</b>	156	120	17	17	17
<b>Total Square Feet</b>	112,898 ft <sup>2</sup> (10,488.5 m <sup>2</sup> )	94,024.05 ft <sup>2</sup> (8,735.12 m <sup>2</sup> )	12,945 ft <sup>2</sup> (1,202.63 m <sup>2</sup> )	12,945 ft <sup>2</sup> (1,202.63 m <sup>2</sup> )	12,945 ft <sup>2</sup> (1,202.63 m <sup>2</sup> )

## Affordable Housing

The 156 LEMR units in the first phase of the development comprise 10% of the development's total residential floor area, excluding the floor area allocated to market rental housing units. The 156 units will be managed by a qualified non-profit organization and will be located in a six-storey standalone building. The applicant has executed a preliminary memorandum of understanding with S.U.C.C.E.S.S., an experienced non-profit housing provider, which plans to acquire and operate the 156 LEMR units.

The proposed unit mix exceeds the Affordable Housing Strategy's family-friendly unit mix requirements by providing 29% of all LEMR units as two-bedroom units and 21% as three-bedroom units, as shown in Table 2. The proposed unit mix also exceeds the requirements of the Affordable Housing Strategy in proposing that 100% of the units are constructed with Basic Universal Housing (BUH) features.

Table 2: LEMR Unit Mix

Unit Type	Affordable Housing Strategy Requirement			Project Target	
	Min. Unit area	Max. Rent*	Max. Household Income*	Unit Mix	BUH Features
Studio	400 ft <sup>2</sup> (37 m <sup>2</sup> )	\$811/month	\$34,650 or less	12% (18 units)	100%
One bedroom	535 ft <sup>2</sup> (50 m <sup>2</sup> )	\$975/month	\$38,250 or less	38% (60 units)	100%
Two bedroom	741 ft <sup>2</sup> (69 m <sup>2</sup> )	\$1,218/month	\$46,800 or less	29% (45 units)	100%
Three bedroom	980 ft <sup>2</sup> (91 m <sup>2</sup> )	\$1,489/month	\$58,050 or less	21% (33 units)	100%

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

The 156 LEMR housing units will be secured in perpetuity through the registration of a Housing Agreement on title. The Housing Agreement restricts the annual household incomes and maximum rents for eligible occupants and stipulates that the units must always be made available at affordable rental housing rates in perpetuity. The Agreement includes provisions for annual adjustments of the maximum annual housing incomes and rental rates required by the City. Additionally, the Agreement prohibits the owner from imposing any age-based restrictions on the tenants of the LEMR units.

The Housing Agreement stipulates that occupants of the LEMR units shall have unrestricted access to all indoor amenities and shared facilities (such as visitor parking) within the building, and residential outdoor amenity spaces on the lot. In addition, tenants of LEMR units will not be charged any fees in addition to their rent (e.g. parking or strata fees). To ensure that the owner is managing the LEMR units in accordance with the terms outlined in the Housing Agreement, the agreement permits the City to conduct an annual statutory declaration process. If the owner decides to sell the 156 LEMR units, the Housing Agreement stipulates that all 156 units must be sold to a single owner.

The applicant has agreed to the terms and conditions of the Housing Agreement and to register notice of the Housing Agreement on title to secure the 156 LEMR units.

### Market Rental Housing

The total development including all four phases proposes the construction of 171 market rental units, representing approximately 10.5% of the residential floor area proposed for the development. The subject Housing Agreements will secure 120 market rental units in Phase 1 of the development and 17 market rental units in Phase 2 of the development for a total of 137 units. An additional 17 market rental units will be secured by future Housing Agreements in each of Phase 3 and Phase 4 of the development, for an additional 34 market rental units.

Polygon Homes proposes to own and manage all of the market rental units within all four phases of the development, including the 120 market rental units in Phase 1. The 120 market rental units in Phase 1 will be located in a six-storey stand-alone 100% rental building. Phase 2, Phase 3 and Phase 4 of the development will each contain 17 market rental units within strata-primary buildings, as shown in Table 1 above. Adoption of the proposed Housing Agreements will restrict the usage of

the 120 market rental units in Phase 1 of the development and the 17 market rental units in Phase 2 of the development as rental housing units in perpetuity. The location and configuration of the 17 market rental units included in Phase 2 of the development will be confirmed during the Development Permit process.

The proposed market rental housing units in Phase 1 and Phase 2 of the project exceed the family-friendly unit size requirement of the City's Market Rental Housing Policy by providing 56% and 59% two-bedroom units, respectively, as shown in Table 3. In addition, the unit mix complies with the Market Rental Housing Policy's objective to incorporate BUH features in all market rental units.

Table 3: Market Rental Unit Mix

Unit Type	Market Rental Phase 1 – Lot 1	Market Rental Phase 2 – Lot 4	Market Rental Phase 1 and Phase 2 Total	Basic Universal Housing Features
<b>Studio</b>	6 (5%)	1 (6%)	7 (5%)	100%
<b>One bedroom</b>	46 (38%)	6 (35%)	55 (40%)	100%
<b>Two bedroom</b>	68 (56%)	10 (59%)	78 (57%)	100%
<b>Three bedroom</b>	0 (0%)	0 (0%)	0 (0%)	0%
<b>Total Units</b>	120	17	137	100%
<b>Total Square Feet</b>	94,024.05 ft <sup>2</sup> (8,735.12 m <sup>2</sup> )	12,945 ft <sup>2</sup> (1,202.63 m <sup>2</sup> )	106,969.05 ft <sup>2</sup> (9,937.75 m <sup>2</sup> )	

The 120 market rental housing units included in Phase 1 and the 17 market rental housing units included in Phase 2 will be secured in perpetuity by registering a Housing Agreement on title. The Housing Agreement restricts the use of the units to rental tenure only, to be rented at or below prevailing market rates in perpetuity, with no restrictions on annual household incomes of tenants or maximum rents. In addition, the Agreement stipulates that the units must be rented on a month-to-month or longer basis (i.e. no short-term rentals) and prohibits the owner from imposing any age-based restrictions on the tenants of the market rental units.

The Housing Agreement specifies that occupants of the market rental units shall have unrestricted access to indoor building amenities, all residential outdoor amenity spaces on the lot where the units are constructed and all associated shared facilities (e.g. visitor parking) in the development. Tenants of the market rental units will not be charged strata fees or additional charges or fees associated with the use of common amenities.

In order to ensure that the owner manages the market rental housing units in accordance with the terms outlined in the Housing Agreement, the Agreement allows the City to conduct a statutory declaration process, similar to the statutory declaration process for LEMR units, no more than once per year. If the owner decides to sell the market rental housing units, the Housing Agreement requires that all units on each lot must be sold to a single owner.

The applicant has agreed to the terms and conditions of the Housing Agreement and to register notices of the Housing Agreement on title to secure the 120 market rental units in Phase 1 and the 17 market rental units in Phase 2 of the development.

In summary, this report recommends the adoption of three Housing Agreements which will secure 156 LEMR units proposed in Phase 1 of the development, 120 market rental housing units proposed in Phase 1 of the development, and 17 market rental housing units proposed in Phase 2 of the development. The remaining 34 market rental units to be provided in Phase 3 and Phase 4 of the development will be the subject of a future report.

### **Financial Impact**

None.

### **Conclusion**

The adoption of Bylaw Numbers 10437, 10438, and 10439 is required by the Local Government Act (Section 483) to permit the City to enter into the associated Housing Agreements. The Housing Agreements, along with Housing Covenants, will secure the 156 LEMR units and 137 market rental units proposed in conjunction with Rezoning Permit Application RZ 18-836123 on title in perpetuity.



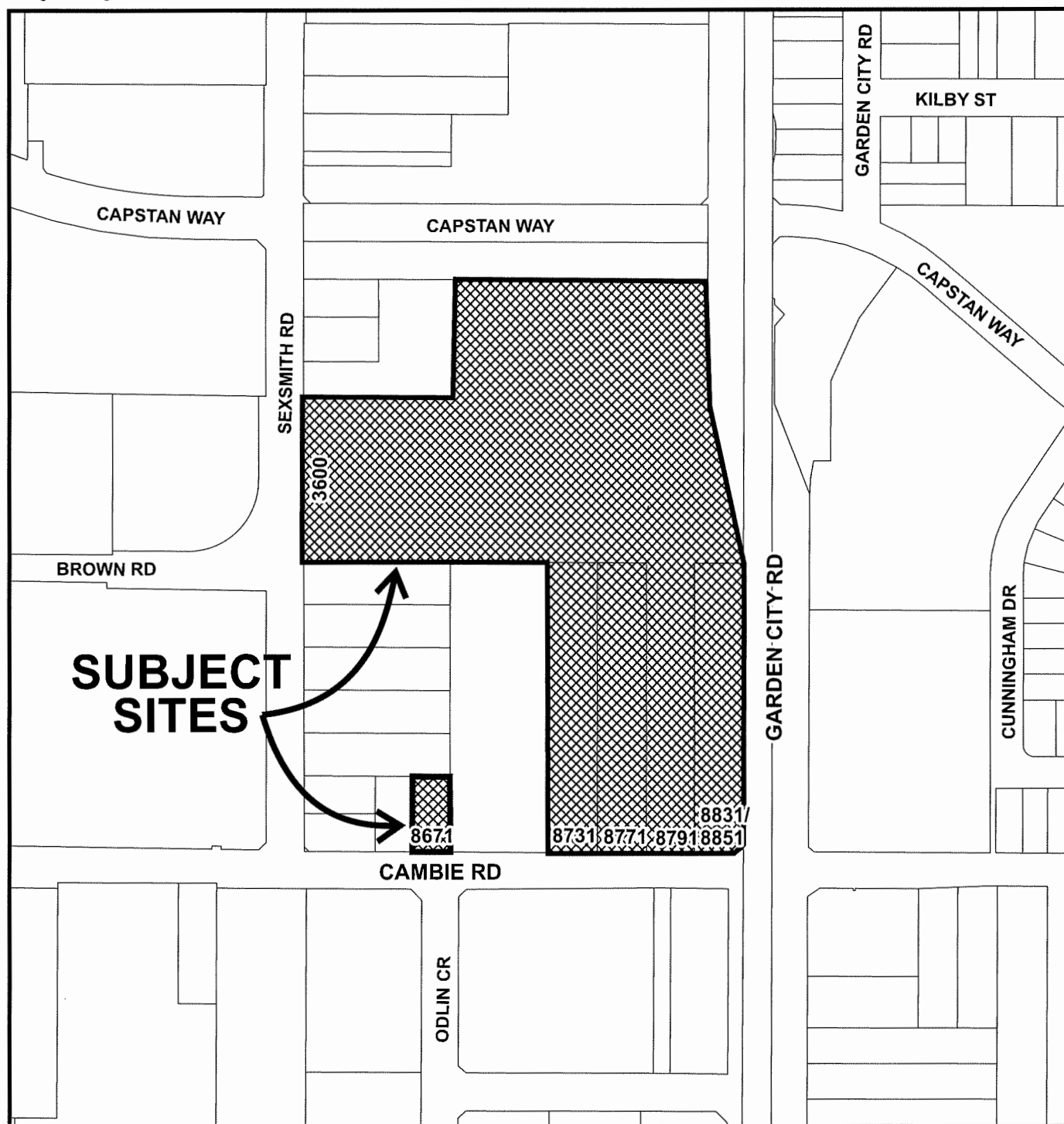
Roberto Abeabe  
Manager, Affordable Housing  
(604-247-4916)

Att. 1: Map of 8671, 8731, 8771, 8831, 8851, 8791 Cambie Road and 3600 Sexsmith Road

Att. 2: Map of 8791 Cambie Road and 3600 Sexsmith Road



City of  
Richmond



8671, 8731, 8771, 8831,  
8851, 8791 Cambie Road and  
3600 Sexsmith Road

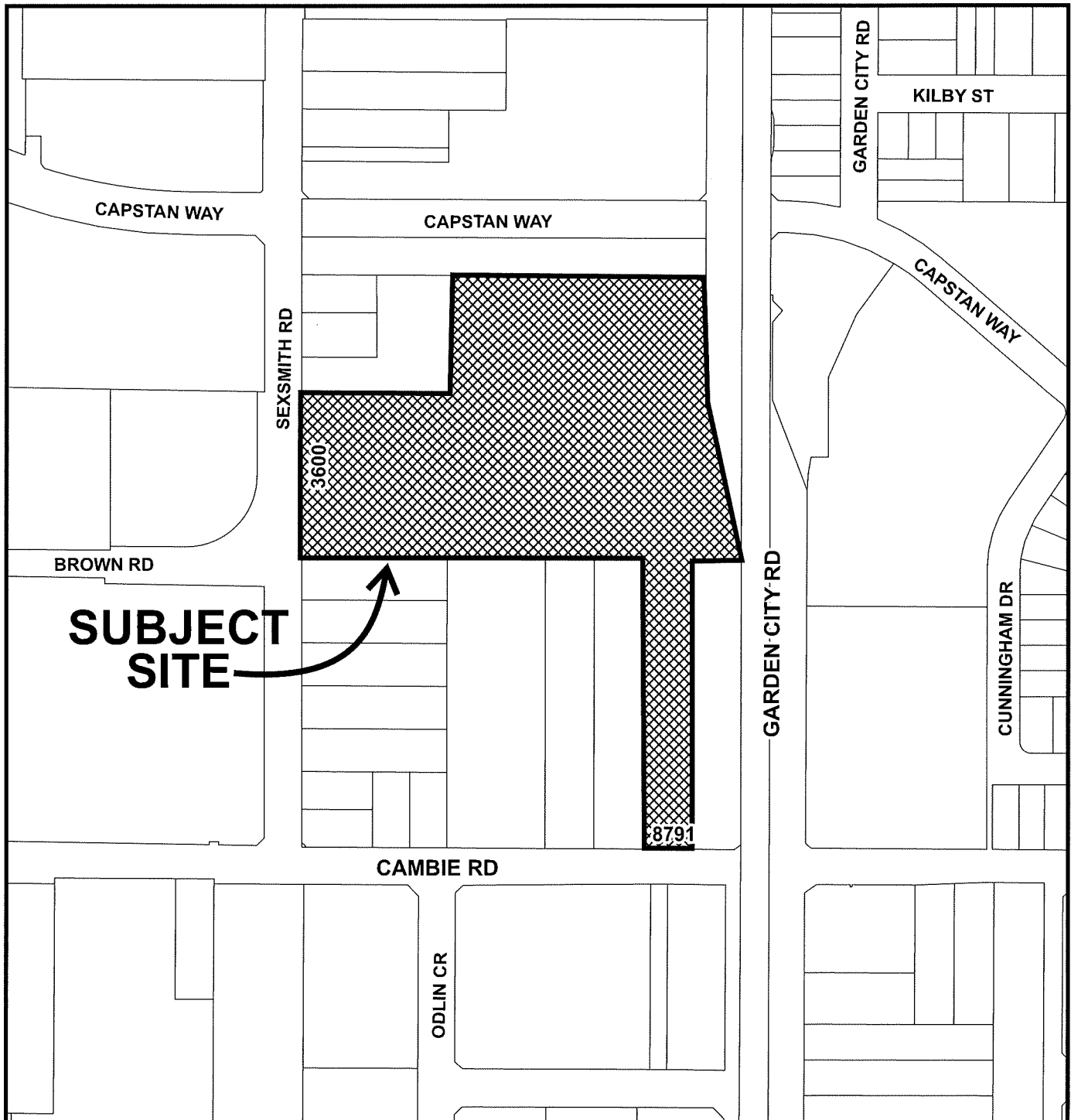
Original Date: 01/09/23

Revision Date: 01/11/23

Note: Dimensions are in METRES



# City of Richmond



8791 Cambie Road and  
3600 Sexsmith Road

Original Date: 01/09/23

Revision Date: 01/11/23

Note: Dimensions are in METRES



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**Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437**

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: 001-943-090, Lot 48 Section 28 Block 5 North Range 6 West New Westminster District Plan 30573

PID: 003-576-485, East Half Lot 5 Except: Part on Bylaw Plan 57403, Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 4037;

PID: 003-923-088, West Half Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan 4037

PID: 004-174-135, East Half Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan 4037 ("East Half Lot 4")

PID: 004-197-666, Lot 3 Except: Firstly: Parcel "A" (Reference Plan 29821) Secondly: Part Subdivided by Plan 30573 and Thirdly: Part Subdivided by Plan 47080, Section 28 Block 5 North Range 6 West New Westminster District Plan 15930

PID: 004-272-200, Lot 2 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 15930

PID: 004-504-909, Lot 9 Section 28 Block 5 North Range 6 West New Westminster District Plan 7795

PID: 006-111-998, Lot 67 Section 28 Block 5 North Range 6 West New Westminster District Plan 46711

PID: 006-162-843, Lot 69 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 47080


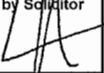
2. This Bylaw is cited as **"Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437"**.

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

**Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791  
Cambie Road and  
3600 Sexsmith Road) Bylaw No. 10437**

HOUSING AGREEMENT BETWEEN POLYGON TALISMAN PARK LTD. AND  
CITY OF RICHMOND

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

**THIS AGREEMENT** is dated for reference \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**POLYGON TALISMAN PARK LTD. (Inc. No. BC1167752)**, a corporation pursuant to the *Business Corporations Act* and having an address at 900 - 1333 West Broadway, Vancouver, British Columbia, V6H 4C2

(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. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. 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;
- C. The Owner is the owner of the Lands; and
- D. 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,

**NOW THEREFORE** in consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on Lot 1 and designated as such in accordance with a Building Permit and/or Development Permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands, or a Lot or portion thereof, and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on Lot 1 charged by this Agreement;
- (b) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (c) **“Building”** means any building constructed, or to be constructed, on the Lands or any Lot, or a portion thereof, including each air space parcel into which the Lands or any Lot or any part thereof may be Subdivided from time to time. For greater certainty, each air space parcel and the remainder parcel will be a Building for the purpose of this Agreement;
- (d) **“Building Permit”** means a building permit authorizing construction on the Lands or any Lot or any portion(s) thereof;
- (e) **“CCAP”** means the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (f) **“City”** means the City of Richmond;
- (g) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (h) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for residents of the Building in which the Affordable Housing Units are located, as required by the OCP, CCAP, Rezoning and any applicable Development Permit, and as determined and designated pursuant to the Rezoning and any applicable Development Permit processes, including without limitation visitor parking, the required affordable housing parking, loading bays, and electric vehicle and bicycle charging stations, bicycle storage, and related access routes;
- (i) **“CPI”** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;

- (j) **“Daily Amount”** means \$100.00 per day as of January 1, 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;
- (k) **“Development”** means the mixed-use, mid-rise and high-rise development to be constructed on the Lands;
- (l) **“Development Permit”** means a development permit authorizing development on the Lands or any Lot, or any portion(s) thereof;
- (m) **“Director, Community Social Development”** means the individual appointed to be the Director, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (n) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (o) **“Eligible Tenant”** means a Family having a cumulative gross annual income of:
  - (i) in respect to a studio unit, \$34,650.00 or less;
  - (ii) in respect to a one-bedroom unit, \$38,250.00 or less;
  - (iii) in respect to a two-bedroom unit, \$46,800.00 or less; or
  - (iv) in respect to a three or more bedroom unit, \$58,050.00 or less,

provided that, commencing January 1, 2019, the annual incomes set out above shall be adjusted annually on January 1<sup>st</sup> of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the annual incomes set out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant’s permitted income in any particular year shall be final and conclusive;
- (p) **“Family”** means:
  - (i) a person;

- (ii) two or more persons related by blood, marriage or adoption; or
- (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (q) “**GST**” means the Goods and Services Tax levied pursuant to the Excise Tax Act, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (r) “**Housing Covenant**” means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the Land Title Act) charging the Lands or a Lot or parts thereof from time to time, in respect to the use and transfer of the Affordable Housing Units located or to be located on Lot 1 or parts thereof;
- (s) “**Interpretation Act**” means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (t) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (u) “**Lands**” means, collectively, the lands and premises legally described as:
  - (i) PID: 001-943-090, Lot 48 Section 28 Block 5 North Range 6 West New Westminster District Plan 30573;
  - (ii) PID: 003-576-485, East Half Lot 5 Except: Part on Bylaw Plan 57403, Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 4037;
  - (iii) PID: 003-923-088, West Half Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan 4037;
  - (iv) PID: 004-174-135, East Half Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan 4037 (“**East Half Lot 4**”);
  - (v) PID: 004-197-666, Lot 3 Except: Firstly: Parcel “A” (Reference Plan 29821) Secondly: Part Subdivided by Plan 30573 and Thirdly: Part Subdivided by Plan 47080, Section 28 Block 5 North Range 6 West New Westminster District Plan 15930;
  - (vi) PID: 004-272-200, Lot 2 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 15930;
  - (vii) PID: 004-504-909, Lot 9 Section 28 Block 5 North Range 6 West New Westminster District Plan 7795;
  - (viii) PID: 006-111-998, Lot 67 Section 28 Block 5 North Range 6 West New Westminster District Plan 46711; and

- (ix) PID: 006-162-843, Lot 69 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 47080;
- (v) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (w) “**Lot 1**” means those lands and premises intended to be Subdivided from the Lands, and which are anticipated to be legally described as Lot 1 Section 27 and 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “South Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (x) “**Lot 2**” means those lands and premises intended to be Subdivided from the Lands, and which are anticipated to be legally described Lot 2 Section 27 and 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “East Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (y) “**Lot 3**” means those lands and premises intended to be Subdivided from the Lands, and which are anticipated to be legally described as Lot 3 Section 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “West Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (z) “**Lot 4**” means those lands and premises intended to be Subdivided from the Lands, and which are anticipated to be legally described as Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “Central Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (aa) “**Lots**” means, collectively, Lot 1, Lot 2, Lot 3 or Lot 4 and “**Lot**” means any one of them;
- (bb) “**LTO**” means the New Westminster Land Title Office or its successor;
- (cc) “**OCP**” means the City of Richmond Official Community Plan Bylaw No. 7100, as may be amended or replaced from time to time;
- (dd) “**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;

(ee) **“Permitted Rent”** means no greater than:

- (i) \$811.00 (exclusive of GST) a month for a studio unit;
- (ii) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
- (iii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
- (iv) \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set out above shall be adjusted annually on January 1<sup>st</sup> 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;

- (ff) **“Real Estate Development Marketing Act”** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (gg) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (hh) **“Residential Tenancy Regulation”** means the Residential Tenancy Regulation, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (ii) **“Rezoning”** means the rezoning of the Lands pursuant to the rezoning application made by the Owner under number RZ 18-836123;
- (jj) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (kk) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;

- (ll) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (mm) “**Tenant**” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

## ARTICLE 2 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant at Permitted Rent. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner will, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, 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 any Development Permit unless the first Development Permit for the Development includes the Affordable Housing Units;
  - (b) be issued with any Building Permit unless the first Building Permit (excluding for excavation) includes the Affordable Housing Units;
  - (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 final or provisional 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 in accordance with this Agreement, the Housing Covenant, a Development Permit, a Building Permit, and all applicable City bylaws, rules or policies, to the satisfaction of the City;

- (ii) the Affordable Housing Units have received final building permit inspection granting provisional or final occupancy of the Affordable Housing Units; 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 Affordable Housing Units, any facilities for the use of the Affordable Housing Units, including Common Amenities; and
  - (d) Subdivide the Lands or the portion of the Lands to comprise Lot 1 or any part thereof unless all easements, covenants, rights of way and other agreements, to the satisfaction of the Director, Community Social Development and the City Solicitor, are in place to secure use of all Common Amenities by the Tenants and any permitted occupants and visitors to the Affordable Housing Units.
- 2.5 Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the Owner will, for so long as the Affordable Housing Units remain located on the Lands, comply with sections 41 [Rent increases], 42 [Timing and notice of rent increases] and 43 [Amount of rent increase] of the *Residential Tenancy Act*, as such sections may be amended or replaced from time to time, with respect to rent increases for Tenants.

### ARTICLE 3

#### DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased, or a Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a “permanent residence” of a Tenant or an Eligible Tenant.
- 3.3 If this Agreement encumbers more than one Affordable Housing Unit, the following will apply:
  - (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units located in one Building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or

transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units in the Building;

- (b) the Owner will not Subdivide that portion of the Lands which is to comprise Lot 1 in any manner which would result in the Affordable Housing Units being contained within individual strata lots, the Owner acknowledging and agreeing that if that portion of the Lands containing the Affordable Housing Units is subject to Subdivision by a Strata Plan, that the Affordable Housing Units will together form no more than one (1) strata lot;
- (c) if the Development contains one or more air space parcels, each air space parcel and the remainder within each air space plan will be a “Building” for the purpose of this section 3.3; and
- (d) that portion of the Lands which is to comprise Lot 1 will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units located or to be located on Lot 1, without the prior written consent of the City.

3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:

- (a) includes the following provision:

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

- (i) a statement of the total, gross annual income once per calendar year from all sources (including employment, disability, retirement, investment, and other) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;
- (ii) number of occupants of the Affordable Housing Unit;
- (iii) number of occupants of the Affordable Housing Unit 18 years of age and under;
- (iv) number of occupants of the Affordable Housing Unit 55 years of age and over.”;

- (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.

3.5 At all times that this Agreement encumbers the Lands, the Owner shall retain and maintain in place a non-profit organization acceptable to the City to operate and manage all of the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant. All Affordable Housing Units owned by the Owner must be managed and operated by one non-profit organization.

Without limiting the foregoing, the non-profit organization retained pursuant to this Section 3.5 must have as one of its prime objectives the operation of affordable housing. 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 3.5.

3.6 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.

3.7 The Owner will not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:

- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
  - (i) move-in/move-out fees;
  - (ii) strata fees;
  - (iii) strata property contingency reserve fees;
  - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities;

- (v) extra charges for the use of sanitary sewer, storm sewer, or 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, an 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 and bicycle charging infrastructure); and
- (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant;

3.8 The Owner will attach a copy of this Agreement to every Tenancy Agreement.

3.9 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; for clarity, the aforesaid will not lessen the Owner's obligations under this Agreement or be deemed a delegation of the Owner's obligations under this Agreement.

3.10 The Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:

- (a) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
- (b) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(o) of this Agreement;
- (c) the Affordable Housing Unit is occupied by more than the number of people the City 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;
- (d) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (e) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part without consent of the Owner given in accordance with this Agreement,

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 3.10(b) of this Agreement *[Termination of Tenancy Agreement if Annual Income of Tenant rises above*

*amount prescribed in section 1.1(o) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective on the date that is the greater of 30 days following the date of the notice of termination and the minimum amount of notice required by the *Residential Tenancy Act*. In respect to section 3.10(b) 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.

- 3.11 The Owner will ensure that each Tenancy Agreement identifies all occupants of the applicable Affordable Housing Unit and will include a clause in the Tenancy Agreement stipulating 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.
- 3.12 The Owner will forthwith deliver a certified true copy of any Tenancy Agreement to the City upon demand.
- 3.13 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.14 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.

#### **ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT**

- 4.1 The Owner will not demolish an Affordable Housing Unit unless:
  - (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Affordable Housing Unit 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 or applicable Lot or part thereof which contain the Affordable Housing Units.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, or is otherwise inconsistent with this Agreement, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 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 and bicycle charging stations or related facilities contrary to section 3.7(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle and bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle 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 Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan 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:

- (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 3.5); 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 (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, then after the Lands are Subdivided and after partial or final occupancy has been granted for all Affordable Housing Units, this Agreement will secure only the legal parcels which contain the Affordable Housing Units.

The City will partially discharge this Agreement accordingly, provided however that:

- (i) the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of discharge;
- (ii) the cost of the preparation of the aforesaid discharge, and the cost of registration of the same in the LTO is paid by the Owners;
- (iii) the City has a reasonable time within which to execute the discharge and return the same to the Owners for registration; and
- (iv) the Owners acknowledge that such discharge is without prejudice to the indemnity and release set forth in sections 7.5 and 7.6.

The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial discharge, otherwise unamended.

## 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, at no cost or charge to the Tenant.

The Owner further covenants and agrees that it will vote:

- (a) as owner of the Affordable Housing Units, in any applicable annual general meetings or special general meetings of a strata corporation; and

- (b) as owner of any air space parcel containing the Affordable Housing Units at any applicable meetings of the owners of other Subdivided parcels of that portion of the Lands to comprise Lot 1 or part thereof,

to ensure that the Common Amenities are maintained in a good state of repair by the strata corporation which includes the Affordable Housing Units and any of the Common Amenities, and the owner of the applicable air space parcel or remainder parcel which includes any of the Common Amenities, as applicable.

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, arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (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 arising out of or in connection, directly or indirectly, or that would not or could not have occurred “but for” this Agreement; 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, including but not limited to sections 7.5 and 7.6 above, 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 a Building or any portion thereof, including any Affordable Housing Unit; and

- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

#### **7.11 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

Copy to: City Solicitor, and the Director, Community Social Development

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.


### 7.24 Limitation on Owner's Obligations

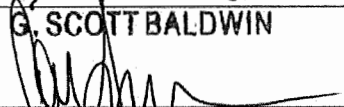
The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands, or parts thereof. For the avoidance of doubt, the Owner shall only be liable for breaches of this Agreement as registered owner of those portions of the Lands from which this Agreement has not been discharged in accordance with and subject to section 7.1(c).

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

**POLYGON TALISMAN PARK LTD. (Inc. No. BC1167752)**

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: \_\_\_\_\_  
Claudia Jesson, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept
Legal Advice
DATE OF COUNCIL APPROVAL (if applicable)

## Schedule A to Affordable Housing Agreement

**STATUTORY DECLARATION  
(Affordable Housing Units)**

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

I, \_\_\_\_\_ (*full name*),

of \_\_\_\_\_ (*address*) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

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

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

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

DECLARED BEFORE ME at

in the Province of British Columbia,  
Canada, this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_

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

(Signature of Declarant)  
Name:

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

APPENDIX A

Building Name:		Building Address:		Property Manager Name:		Property Manager Phone Number:										
Property Management Company:		Property Manager Email:		Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.)												
Unit and Household Information				Income and Rent				Fees Collected								
Row #	Unit #	Unit Type (Studio, 1 Bed, 2 Bed, 3 Bed)	Number of Occupants (#)	Related to Owner (Yes/No) (Provide one response per occupant)	Total Number of Occupants 18 years and Under (#)	Total Number of Occupants 19 years and Over (#)	Starting Year of Tenancy	Before-Tax Total Income(s) (If Occupant is 18+ Years) (Provide one response per occupant)	Income Verification Received (Yes/No) (Provide one response per occupant)	Before-Tax Total Income of All Occupants 18+	Rent (\$/Month)	Parking Fees	Move-In/Move-Out Fees	Storage Fees	Annually Usage Fees	Different Tenant Fees
0	EXAMPLE ONLY - 101	3 BR	4	No Yes No No	1	1	2022	\$51,049 \$21,764 \$0 \$7,815	Yes Yes Yes Yes	\$61,638	\$1,611.19	\$	\$	\$	\$	\$
1																
2																
3																
4																
5																
6																

## PRIORITY AGREEMENT

HSBC BANK CANADA (the “**Chargeholder**”) is the holder of Mortgages and Assignments of Rents (and any related extensions thereof):

- (i) Mortgage CA6831107,
- (ii) Assignment of Rents CA6831108,
- (iii) Mortgage CA6877435, and
- (iv) Assignment of Rents CA6877436,

registered in the LTO (collectively, the “**Bank Charges**”) against title to, in respect of Mortgage CA6831107 and Assignment of Rents CA6831108, the Lands other than East Half Lot 4, and in respect of Mortgage CA6877435 and Assignment of Rents CA6877436, East Half Lot 4. Words capitalized in this priority agreement, not otherwise defined herein, have the meaning ascribed to them in the agreement to which this priority agreement is attached (the “**Housing Agreement**”).

The Chargeholder, being the holder of the Bank 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 Bank Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

### HSBC BANK CANADA

by its authorized signatory(ies):

Per:   
 Name: **GARY KATAYAMA**  
 Assistant Vice President  
 Commercial Real Estate

Per:   
 Name: **Jessica Brummell**  
 Vice President  
 Commercial Real Estate



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**Housing Agreement (Market Rental) (8671, 8731, 8771, 8831/8851  
Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No.  
10438**

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: 001-943-090, Lot 48 Section 28 Block 5 North Range 6 West New Westminster District Plan 30573

PID: 003-576-485, East Half Lot 5 Except: Part on Bylaw Plan 57403, Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 4037;

PID: 003-923-088, West Half Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan 4037

PID: 004-174-135, East Half Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan 4037 ("East Half Lot 4")

PID: 004-197-666, Lot 3 Except: Firstly: Parcel "A" (Reference Plan 29821) Secondly: Part Subdivided by Plan 30573 and Thirdly: Part Subdivided by Plan 47080, Section 28 Block 5 North Range 6 West New Westminster District Plan 15930

PID: 004-272-200, Lot 2 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 15930



PID: 004-504-909, Lot 9 Section 28 Block 5 North Range 6 West New Westminster District Plan 7795

PID: 006-111-998, Lot 67 Section 28 Block 5 North Range 6 West New Westminster District Plan 46711

PID: 006-162-843, Lot 69 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 47080

2. This Bylaw is cited as **"Housing Agreement (Market Rental) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10438.**

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

**Housing Agreement (Market Rental) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791  
Cambie Road and 3600 Sexsmith Road) Bylaw No. 10438**

HOUSING AGREEMENT BETWEEN POLYGON TALISMAN PARK LTD. AND  
CITY OF RICHMOND

**HOUSING AGREEMENT – MARKET RENTAL HOUSING**  
**(Section 483 *Local Government Act*)**

**THIS AGREEMENT** is dated for reference \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**BETWEEN:**

**POLYGON TALISMAN PARK LTD. (Inc. No. BC1167752)**, a corporation pursuant to the *Business Corporations Act* and having an address at 900 - 1333 West Broadway, Vancouver, British Columbia, V6H 4C2

(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. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. 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;
- C. The Owner is the owner of the Lands; and
- D. The Owner and the City wish to enter into this Agreement to provide for market rental housing on the terms and conditions set out in this Agreement,

**NOW THEREFORE** in consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **“Affordable Housing Agreement”** means the agreement entered into between the Owner and the City pursuant to Section 483 of the *Local Government Act*, titled “Affordable Housing Agreement (*Section 483 Local Government Act*)” and noted or to be noted on the title to the Lands, or a Lot or portion thereof, as may be amended and supplemented from time to time;
- (b) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on Lot 1 and designated as such in accordance with a Building Permit and/or Development Permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands, or a Lot or portion thereof, and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on Lot 1 charged by the Affordable Housing 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 any Lot, or a portion thereof, including each air space parcel into which the Lands or any Lot or any part thereof may be Subdivided from time to time. For greater certainty, each air space parcel and the remainder parcel will be a Building for the purpose of this Agreement;
- (e) **“Building Permit”** means a building permit authorizing construction on the Lands or any Lot or any portion(s) thereof;
- (f) **“City”** means the City of Richmond;
- (g) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (h) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for residents of the Building in which the Market Rental Housing Units are located, as required by the OCP, CCAP, Rezoning and any applicable Development Permit, and as determined and designated pursuant to the Rezoning and any applicable Development Permit processes, including without limitation visitor parking, the required market rental housing parking, loading bays, and electric vehicle and bicycle charging stations, bicycle storage, and related access routes;

- (i) “**CPI**” means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (j) “**Daily Amount**” means \$100.00 per day as of January 1, 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;
- (k) “**Development**” means the mixed-use, mid-rise and high-rise development to be constructed on the Lands;
- (l) “**Development Permit**” means a development permit authorizing development on the Lands or any Lot, or any portion(s) thereof;
- (m) “**Director of Development**” means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (n) “**Dwelling Unit**” means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, a Market Rental Housing Unit;
- (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 or a Lot or parts thereof from time to time, in respect to the use and transfer of the Market Rental Housing Units located or to be located on Lot 1 or parts thereof;
- (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, collectively, the lands and premises legally described as:
  - (i) PID: 001-943-090, Lot 48 Section 28 Block 5 North Range 6 West New Westminster District Plan 30573;
  - (ii) PID: 003-576-485, East Half Lot 5 Except: Part on Bylaw Plan 57403,

Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 4037;

- (iii) PID: 003-923-088, West Half Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan 4037;
- (iv) PID: 004-174-135, East Half Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan 4037 ("**East Half Lot 4**");
- (v) PID: 004-197-666, Lot 3 Except: Firstly: Parcel "A" (Reference Plan 29821) Secondly: Part Subdivided by Plan 30573 and Thirdly: Part Subdivided by Plan 47080, Section 28 Block 5 North Range 6 West New Westminster District Plan 15930;
- (vi) PID: 004-272-200, Lot 2 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 15930;
- (vii) PID: 004-504-909, Lot 9 Section 28 Block 5 North Range 6 West New Westminster District Plan 7795;
- (viii) PID: 006-111-998, Lot 67 Section 28 Block 5 North Range 6 West New Westminster District Plan 46711; and
- (ix) PID: 006-162-843, Lot 69 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 47080;
- (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) "**Lot 1**" means those lands and premises intended to be Subdivided from the Lands, and which are anticipated to be legally described as Lot 1 Section 27 and 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the "South Lot", as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (u) "**Lot 2**" means those lands and premises intended to be Subdivided from the Lands, and which are anticipated to be legally described Lot 2 Section 27 and 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the "East Lot", as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (v) "**Lot 3**" means those lands and premises intended to be Subdivided from the Lands, and which are anticipated to be legally described as Lot 3 Section 28

Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “West Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;

- (w) “**Lot 4**” means those lands and premises intended to be Subdivided from the Lands, and which are anticipated to be legally described as Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “Central Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (x) “**Lots**” means, collectively, Lot 1, Lot 2, Lot 3 or Lot 4 and “**Lot**” means any one of them;
- (y) “**LTO**” means the New Westminster Land Title Office or its successor;
- (z) “**Market Rent**” means the amount of rent that a willing and reasonable landlord would charge for the rental of a comparable dwelling unit in a comparable location for a comparable period of time;
- (aa) “**Market Rental Housing Unit**” means a Dwelling Unit or Dwelling Units located or to be located on Lot 1 and designated as such in accordance with a Building Permit and/or Development Permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on Lot 1 charged by this Agreement;
- (bb) “**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 a Market Rental Housing Unit from time to time;
- (cc) “**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;
- (dd) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (ee) “**Rezoning**” means the rezoning of the Lands pursuant to the rezoning application made by the Owner under number RZ 18-836123;
- (ff) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43,

together with all amendments thereto and replacements thereof;

- (gg) “**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*;
- (hh) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy a Market Rental Housing Unit; and
- (ii) “**Tenant**” means an occupant of 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 a tenant, agent, officer and invitee of the party;

- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

## **ARTICLE 2**

### **USE AND OCCUPANCY OF RENTAL HOUSING UNITS**

- 2.1 The Owner agrees that 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 will, 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 Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each 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 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 any Development Permit unless the first Development Permit for the Development includes the Market Rental Housing Units;

- (b) be issued with any Building Permit unless the first Building Permit (excluding for excavation) includes the Market Rental Housing Units;
- (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 final or provisional occupancy of any Dwelling Unit or Building constructed on the Lands, except for any Affordable Housing Unit or Building containing Affordable Housing Units and related uses and areas, until all of the following conditions are satisfied:
  - (i) the Market Rental Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, a Development Permit, a Building Permit, and all applicable City bylaws, rules or policies, to the satisfaction of the City;
  - (ii) the Market Rental Housing Units have received final building permit inspection granting provisional or final occupancy of the Market Rental Housing Units; 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 Market Rental Housing Units, any facilities for the use of the Market Rental Housing Units, including Common Amenities; and
- (d) Subdivide the Lands or the portion of the Lands to comprise Lot 1 or any part thereof unless all easements, covenants, rights of way and other agreements, to the satisfaction of the Director of Development and City Solicitor, are in place to secure use of all Common Amenities by the Tenants and any permitted occupants and visitors to the Market Rental Housing Units.

### ARTICLE 3

#### DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS

- 3.1 The Owner will not permit a Market Rental Housing Unit or any Common Amenity assigned for the exclusive use of a Market Rental Housing Unit to be subleased, or a Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.
- 3.2 The Owner will not permit a Market Rental 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.
- 3.3 If this Agreement encumbers more than one Market Rental Housing Unit, the following

will apply:

- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Market Rental Housing Units located in one Building in a single or related series of transactions, with the result that when the purchaser or transferee of the 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 in the Building;
  - (b) the Owner will not Subdivide that portion of the Lands which is to comprise Lot 1 in any manner which would result in the Market Rental Housing Units being contained within individual strata lots, the Owner acknowledging and agreeing that if that portion of the Lands containing the Market Rental Housing Units is subject to Subdivision by a Strata Plan, that the Market Rental Housing Units will together form no more than one (1) strata lot;
  - (c) if the Development contains one or more air space parcels, each air space parcel and the remainder within each air space plan will be a "Building" for the purpose of this section 3.3; and
  - (d) that portion of the Lands which is to comprise Lot 1 will not be Subdivided such that one or more Market Rental Housing Units form their own air space parcel, separate from other Dwelling Units located or to be located on Lot 1, without the prior written consent of the City.
- 3.4 If the Owner sells or transfers any Market Rental Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.5 The Owner will 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;
  - (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities;
  - (d) the Owner will not require the Tenant or any permitted occupant to pay any extra charges or fees for use of any of the following:

- (i) strata fees;
- (ii) strata property contingency reserve fees;
- (iii) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities;
- (iv) extra charges for the use of sanitary sewer, storm sewer, or water, except for the use of water, including heated or cooled water provided by a utility provider including a district energy utility, which is metered or sub-metered or otherwise calculated and allocated on the basis of use, in respect of the use of such water by the Market Rental Housing Unit; or
- (v) property or similar tax;

provided, however, that if the Market Rental 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:

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

- 3.6 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.7 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement; for clarity, the aforesaid will not lessen the Owner's obligations under this Agreement or be deemed a delegation of the Owner's obligations under this Agreement.
- 3.8 The Owner shall not impose any age-based restrictions on Tenants of Market Rental Housing Units, unless expressly permitted by the City in writing in advance.

#### **ARTICLE 4 DEMOLITION OF MARKET RENTAL HOUSING UNIT**

- 4.1 The Owner will not demolish a Market Rental Housing Unit unless:
  - (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Market Rental Housing Unit is no

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Market Rental Housing Agreement (Section 483 *Local Government Act*)  
 Polygon Talisman Park Ltd. – Talisman Park  
 Application No. RZ 18-836123  
 Rezoning Condition No. 15  
 Lot 1, Lot 2, Lot 3, Lot 4  
 for Lot 1 Market Rental Housing Units

longer reasonable or practical to repair or replace any structural component of the Market Rental Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or

- (b) the Market Rental 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 Market Rental Housing Unit has been issued by the City and the Market Rental 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 a Market Rental 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 or applicable Lot or part thereof which contain the Market Rental Housing Units.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Market Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Market Rental Housing Units, or is otherwise inconsistent with this Agreement, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Market Rental 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 a Market Rental 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 Market Rental Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 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 a Market

Rental Housing Unit paying for the use of parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities contrary to section 3.5(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle and bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Market Rental Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle 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 a Market Rental Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Market Rental 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:

- (a) a Market Rental Housing Unit is used or occupied in breach of this Agreement
- (b) a Market Rental Housing Unit is rented at a rate in excess of the Market Rent; 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 (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 a Market Rental Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Market Rental Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided and after partial or final occupancy has been granted for all Market Rental Housing Units, this Agreement will secure only the legal parcels which contain the Market Rental Housing Units.

The City will partially discharge this Agreement accordingly, provided however that:

- (i) the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of discharge;
- (ii) the cost of the preparation of the aforesaid discharge, and the cost of registration of the same in the LTO is paid by the Owners;
- (iii) the City has a reasonable time within which to execute the discharge and return the same to the Owners for registration; and
- (iv) the Owners acknowledge that such discharge is without prejudice to the indemnity and release set forth in sections 7.5 and 7.6.

The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement will be and remain in full force and effect and, but for the partial discharge, otherwise unamended.

### 7.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is

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Market Rental Housing Agreement (Section 483 *Local Government Act*)  
Polygon Talisman Park Ltd. – Talisman Park  
Application No. RZ 18-836123  
Rezoning Condition No. 15  
Lot 1, Lot 2, Lot 3, Lot 4  
for Lot 1 Market Rental Housing Units

not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

### 7.3 **Modification**

Subject to section 7.1 of this Agreement, this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

### 7.4 **Management**

The Owner covenants and agrees that it will furnish good and efficient management of the Market Rental Housing Units and will permit representatives of the City to inspect the Market Rental Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Market Rental Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

The Owner further covenants and agrees that it will vote:

- (a) as owner of the Market Rental Housing Units, in any applicable annual general meetings or special general meetings of a strata corporation; and
- (b) as owner of any air space parcel containing the Market Rental Housing Units at any applicable meetings of the owners of other Subdivided parcels of that portion of the Lands to comprise Lot 1 or part thereof,

to ensure that the Common Amenities are maintained in a good state of repair by the strata corporation which includes the Market Rental Housing Units and any of the Common Amenities, and the owner of the applicable air space parcel or remainder parcel which includes any of the Common Amenities, as applicable.

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 Market 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;
- (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, arising out of or in connection, directly or indirectly, or that would not or could not have occurred “but for” this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Market Rental Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

#### **7.6 Release**

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Market Rental Housing Unit under this Agreement;
- (b) the City refusing to issue a Development Permit, Building Permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands, arising out of or in connection, directly or indirectly, or that would not or could not have occurred “but for” this Agreement; 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, including but not limited to sections 7.5 and 7.6 above, 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 a Building or any portion thereof, including any Market Rental Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

## 7.11 No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

## 7.12 Notice

Any notice required to be served or given to a party herein pursuant to this Agreement

will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

To: Clerk, City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

And copy to: City Solicitor and the Director of Development,

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 Market Rental Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the 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.

**7.24 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, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands, or parts thereof. For the avoidance of

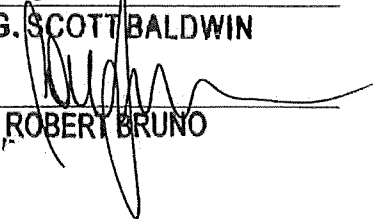
doubt, the Owner shall only be liable for breaches of this Agreement as registered owner of those portions of the Lands from which this Agreement has not been discharged in accordance with and subject to section 7.1(c).

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

**POLYGON TALISMAN PARK LTD. (Inc. No. BC1167752)**

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: \_\_\_\_\_  
 Claudia Jesson, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept.
Legal Advice
DATE OF COUNCIL APPROVAL (if applicable)

**Schedule A to Market Rental Housing Agreement**

**STATUTORY DECLARATION**

<b>CANADA</b>	)	<b>IN THE MATTER OF A</b>
	)	<b>HOUSING AGREEMENT WITH</b>
<b>PROVINCE OF BRITISH COLUMBIA</b>	)	<b>THE CITY OF RICHMOND</b>
	)	<b>("Market Rental Housing Agreement")</b>

TO WIT:

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

1. I am the owner or authorized signatory of the owner of \_\_\_\_\_ (the "Market Rental Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Market Rental Housing Agreement in respect of the Market Rental Housing Unit.
3. To the best of my knowledge, for the period from \_\_\_\_\_ to \_\_\_\_\_, the Market Rental Housing Unit was used solely for the provision of rental housing for Tenants (as defined in the Market Rental Housing Agreement) at or below Market Rent (as defined in the Market Rental 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

# **PRIORITY AGREEMENT**

HSBC BANK CANADA (the “**Chargeholder**”) is the holder of Mortgages and Assignments of Rents (and any related extensions thereof):


- (i) Mortgage CA6831107,
- (ii) Assignment of Rents CA6831108,
- (iii) Mortgage CA6877435, and
- (iv) Assignment of Rents CA6877436,

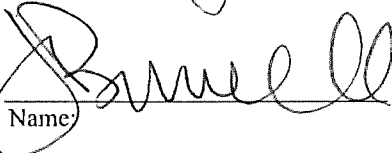
registered in the LTO (collectively, the “**Bank Charges**”) against title to, in respect of Mortgage CA6831107 and Assignment of Rents CA6831108, the Lands other than East Half Lot 4, and in respect of Mortgage CA6877435 and Assignment of Rents CA6877436, East Half Lot 4. Words capitalized in this priority agreement, not otherwise defined herein, have the meaning ascribed to them in the agreement to which this priority agreement is attached (the “**Market Rental Housing Agreement**”).

The Chargeholder, being the holder of the Bank 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 Market Rental Housing Agreement by the Owner and hereby covenants that the Market Rental Housing Agreement shall rank in priority upon the Lands over the Bank Charges as if the Market Rental Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

## **HSBC BANK CANADA**

by its authorized signatory(ies):

Per:  **GARY KATAYAMA**  
Assistant Vice President  
Commercial Real Estate

Per:  **Jessica Brummell**  
Vice President  
Commercial Real Estate



**Housing Agreement (Market Rental) (8791 Cambie Road/3600  
Sexsmith Road) Bylaw No. 10439**

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: 001-943-090, Lot 48 Section 28 Block 5 North Range 6 West New Westminster District Plan 30573

PID: 003-576-485, East Half Lot 5 Except: Part on Bylaw Plan 57403, Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 4037;

PID: 003-923-088, West Half Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan 4037

PID: 004-174-135, East Half Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan 4037 ("East Half Lot 4")

PID: 004-197-666, Lot 3 Except: Firstly: Parcel "A" (Reference Plan 29821) Secondly: Part Subdivided by Plan 30573 and Thirdly: Part Subdivided by Plan 47080, Section 28 Block 5 North Range 6 West New Westminster District Plan 15930

PID: 004-272-200, Lot 2 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 15930

PID: 004-504-909, Lot 9 Section 28 Block 5 North Range 6 West New Westminster District Plan 7795

PID: 006-111-998, Lot 67 Section 28 Block 5 North Range 6 West New Westminster District Plan 46711

PID: 006-162-843, Lot 69 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 47080


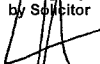
2. This Bylaw is cited as **"Housing Agreement (Market Rental) (8791 Cambie Road/3600 Sexsmith Road) Bylaw No. 10439"**.

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

**Housing Agreement (Market Rental) (8791 Cambie Road/3600 Sexsmith Road) Bylaw No.  
10439**

HOUSING AGREEMENT BETWEEN POLYGON TALISMAN PARK LTD. AND  
CITY OF RICHMOND

**HOUSING AGREEMENT – MARKET RENTAL HOUSING**  
**(Section 483 *Local Government Act*)**

**THIS AGREEMENT** is dated for reference \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**BETWEEN:**

**POLYGON TALISMAN PARK LTD. (Inc. No. BC1167752)**, a corporation pursuant to the *Business Corporations Act* and having an address at 900 - 1333 West Broadway, Vancouver, British Columbia, V6H 4C2

(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. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. 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;
- C. The Owner is the owner of the Lands; and
- D. The Owner and the City wish to enter into this Agreement to provide for market rental housing on the terms and conditions set out in this Agreement,

**NOW THEREFORE** in consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) “**Agreement**” means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (b) “**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 or a portion thereof (including, if and when applicable, Lot 4) may be Subdivided from time to time. For greater certainty, each air space parcel and the remainder parcel will be a Building for the purpose of this Agreement;
- (c) “**Building Permit**” means a building permit authorizing construction on the Lands or any portion(s) thereof (including, if and when applicable, Lot 4);
- (d) “**City**” means the City of Richmond;
- (e) “**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;
- (f) “**Common Amenities**” means all indoor and outdoor areas, recreational facilities and amenities that are provided for residents of the Building in which the Market Rental Housing Units are located, as required by the OCP, CCAP, Rezoning and any applicable Development Permit, and as determined and designated pursuant to the Rezoning and any applicable Development Permit processes, including without limitation visitor parking, the required market rental housing parking, loading bays, and electric vehicle and bicycle charging stations, bicycle storage, and related access routes;
- (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, 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 mixed-use, mid-rise and high-rise development to be constructed on the Lands;
- (j) “**Development Permit**” means a development permit authorizing development on

the Lands, or any portion(s) thereof (including, if and when applicable, Lot 4);

- (k) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (l) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, a Market Rental Housing Unit;
- (m) **“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 or parts thereof from time to time, in respect to the use and transfer of the Market Rental Housing Units located or to be located on Lot 4 or parts thereof;
- (n) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (o) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (p) **“Lands”** means, collectively, the lands and premises legally described as:
  - (i) PID: 001-943-090, Lot 48 Section 28 Block 5 North Range 6 West New Westminster District Plan 30573;
  - (ii) PID: 003-576-485, East Half Lot 5 Except: Part on Bylaw Plan 57403, Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 4037;
  - (iii) PID: 003-923-088, West Half Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan 4037;
  - (iv) PID: 004-174-135, East Half Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan 4037 (**“East Half Lot 4”**);
  - (v) PID: 004-197-666, Lot 3 Except: Firstly: Parcel “A” (Reference Plan 29821) Secondly: Part Subdivided by Plan 30573 and Thirdly: Part Subdivided by Plan 47080, Section 28 Block 5 North Range 6 West New Westminster District Plan 15930;
  - (vi) PID: 004-272-200, Lot 2 Sections 27 and 28 Block 5 North Range 6 West

New Westminster District Plan 15930;

- (vii) PID: 004-504-909, Lot 9 Section 28 Block 5 North Range 6 West New Westminster District Plan 7795;
- (viii) PID: 006-111-998, Lot 67 Section 28 Block 5 North Range 6 West New Westminster District Plan 46711; and
- (ix) PID: 006-162-843, Lot 69 Sections 27 and 28 Block 5 North Range 6 West New Westminster District Plan 47080;
- (q) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (r) **“Lot 4”** means those lands and premises intended to be Subdivided from the Lands, and which are anticipated to be legally described Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “Central Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (s) **“LTO”** means the New Westminster Land Title Office or its successor;
- (t) **“Market Rent”** means the amount of rent that a willing and reasonable landlord would charge for the rental of a comparable dwelling unit in a comparable location for a comparable period of time;
- (u) **“Market Rental Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on Lot 4 and designated as such in accordance with a Building Permit and/or Development Permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on Lot 4 charged by this Agreement;
- (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 a Market Rental Housing Unit from time to time;
- (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) “**Rezoning**” means the rezoning of the Lands pursuant to the rezoning application made by the Owner under number RZ 18-836123;
- (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 a Market Rental Housing Unit; and
- (cc) “**Tenant**” means an occupant of 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 a tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

## ARTICLE 2

### USE AND OCCUPANCY OF RENTAL HOUSING UNITS

- 2.1 The Owner agrees that 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 will, 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 Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each 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 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 in respect of development on that portion of the Lands to comprise Lot 4 unless the Development Permit includes the Market Rental Housing Units;
  - (b) be issued with a Building Permit for construction on that portion of the Lands to comprise Lot 4 unless the Building Permit includes the Market 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 that portion of the Lands to comprise Lot 4 and the City will not be obligated to permit final or provisional occupancy of any Dwelling Unit or Building constructed on such portion of the Lands to comprise Lot 4 until all of the following conditions are satisfied:
    - (i) the Market Rental Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, a Development Permit, a Building Permit, and all applicable City bylaws, rules or policies, to the satisfaction of the City;
    - (ii) the Market Rental Housing Units have received final building permit inspection granting provisional or final occupancy of the Market Rental Housing Units; 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 Market Rental Housing Units, any facilities for the use of the Market Rental Housing Units, including Common Amenities; and
  - (d) Subdivide the Lands or the portion of the Lands to comprise Lot 4 or any part thereof unless all easements, covenants, rights of way and other agreements, to the satisfaction of the Director of Development and City Solicitor, are in place to secure use of all Common Amenities by the Tenants and any permitted occupants and visitors to the Market Rental Housing Units.

### **ARTICLE 3**

#### **DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS**

- 3.1 The Owner will not permit a Market Rental Housing Unit or any Common Amenity assigned for the exclusive use of a Market Rental Housing Unit to be subleased, or a Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.

- 3.2 The Owner will not permit a Market Rental 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.
- 3.3 If this Agreement encumbers more than one Market Rental Housing Unit, the following will apply:
- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Market Rental Housing Units located in one Building in a single or related series of transactions, with the result that when the purchaser or transferee of the 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 in the Building;
  - (b) the Owner will not Subdivide that portion of the Lands which is to comprise Lot 4 in any manner which would result in the Market Rental Housing Units being contained within individual strata lots, except and unless approved by the Director of Development in the Director of Development’s sole and absolute discretion, the Owner acknowledging and agreeing that if that portion of the Lands containing the Market Rental Housing Units is subject to Subdivision by a Strata Plan, that the Market Rental Housing Units will together form no more than one (1) strata lot, except and unless approved by the Director of Development in the Director of Development’s sole and absolute discretion;
  - (c) if the Development contains one or more air space parcels, each air space parcel and the remainder within each air space plan will be a “Building” for the purpose of this section 3.3; and
  - (d) that portion of the Lands which is to comprise Lot 4 will not be further Subdivided such that one or more Market Rental Housing Units form their own air space parcel, separate from other Dwelling Units located or to be located on Lot 4, without the prior written consent of the City.
- 3.4 If the Owner sells or transfers any Market Rental Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.5 The Owner will 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;

- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities;
  - (d) the Owner will not require the Tenant or any permitted occupant to pay any extra charges or fees for use of any of the following:
    - (i) strata fees;
    - (ii) strata property contingency reserve fees;
    - (iii) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities;
    - (iv) extra charges for the use of sanitary sewer, storm sewer, or water, except for the use of water, including heated or cooled water provided by a utility provider including a district energy utility, which is metered or sub-metered or otherwise calculated and allocated on the basis of use, in respect of the use of such water by the Market Rental Housing Unit; or
    - (v) property or similar tax;
- provided, however, that if the Market Rental 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:
- (vi) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure); and
  - (vii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant.

3.6 The Owner will attach a copy of this Agreement to every Tenancy Agreement.

3.7 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement; for clarity, the aforesaid will not lessen the Owner's obligations under this Agreement or be deemed a delegation of the Owner's obligations under this Agreement.

3.8 The Owner shall not impose any age-based restrictions on Tenants of Market Rental

Housing Units, unless expressly permitted by the City in writing in advance.

#### **ARTICLE 4 DEMOLITION OF MARKET RENTAL HOUSING UNIT**

- 4.1 The Owner will not demolish a Market Rental Housing Unit unless:
- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that the Market Rental Housing Unit is no longer reasonable or practical to repair or replace any structural component of the Market Rental Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
  - (b) the Market Rental 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 Market Rental Housing Unit has been issued by the City and the Market Rental 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 a Market Rental 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 which contain the Market Rental Housing Units.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Market Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Market Rental Housing Units, or is otherwise inconsistent with this Agreement, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Market Rental 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 a Market Rental Housing Unit

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Market Rental Housing Agreement (Section 483 *Local Government Act*)  
Polygon Talisman Park Ltd. – Talisman Park  
Application No. RZ 18-836123  
Rezoning Condition No. 15  
for Lot 4 Market Rental Housing Units

(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 Market Rental Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.

- 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 a Market Rental Housing Unit paying for the use of parking, bicycle storage, electric vehicle and bicycle charging stations or related facilities contrary to section 3.5(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle and bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Market Rental Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle 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 a Market Rental Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Market Rental 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:
  - (a) a Market Rental Housing Unit is used or occupied in breach of this Agreement
  - (b) a Market Rental Housing Unit is rented at a rate in excess of the Market Rent; 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 (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 a Market Rental Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Market Rental Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided, this Agreement will secure only the legal parcels which contain or are to contain the Market Rental Housing Units.

The City will partially discharge this Agreement accordingly, provided however that:

- (i) the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of discharge;
- (ii) the cost of the preparation of the aforesaid discharge, and the cost of registration of the same in the LTO is paid by the Owners;
- (iii) the City has a reasonable time within which to execute the discharge and return the same to the Owners for registration; and
- (iv) the Owners acknowledge that such discharge is without prejudice to the indemnity and release set forth in sections 7.5 and 7.6.

The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement will be and remain in full force and effect and,

but for the partial discharge, otherwise unamended.

## 7.2 No Compensation

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

## 7.3 Modification

Subject to section 7.1 of this Agreement, this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

## 7.4 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Market Rental Housing Units and will permit representatives of the City to inspect the Market Rental Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Market Rental Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

The Owner further covenants and agrees that it will vote:

- (a) as owner of the Market Rental Housing Units, in any applicable annual general meetings or special general meetings of a strata corporation; and
- (b) as owner of any air space parcel containing the Market Rental Housing Units at any applicable meetings of the owners of other Subdivided parcels of that portion of the Lands to comprise Lot 4 or part thereof,

to ensure that the Common Amenities are maintained in a good state of repair by the strata corporation which includes the Market Rental Housing Units and any of the Common Amenities, and the owner of the applicable air space parcel or remainder parcel which includes any of the Common Amenities, as applicable.

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 Market 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;
- (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, arising out of or in connection, directly or indirectly, or that would not or could not have occurred “but for” this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Market Rental Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

#### 7.6 Release

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Market Rental Housing Unit under this Agreement;
- (b) the City refusing to issue a Development Permit, Building Permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands, arising out of or in connection, directly or indirectly, or that would not or could not have occurred “but for” this Agreement; 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, including but not limited to sections 7.5 and 7.6 above, 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 Market Rental Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

## 7.11 **No Public Law Duty**

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a

private party and not a public body.

**7.12 Notice**

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

To: Clerk, City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

And copy to: City Solicitor and the Director of Development,

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 Market Rental Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the 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.

**7.24 Limitation on Owner's Obligations**


The Owner is only liable for breaches of this Agreement that occur while the Owner is

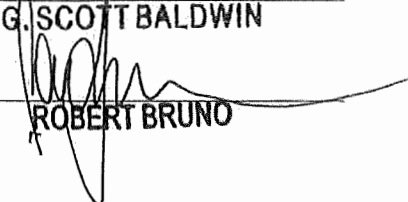
the registered owner of the Lands, or parts thereof, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, or parts thereof, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands, or parts thereof. For the avoidance of doubt, the Owner shall only be liable for breaches of this Agreement as registered owner of those portions of the Lands from which this Agreement has not been discharged in accordance with and subject to section 7.1(c).

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

**POLYGON TALISMAN PARK LTD. (Inc. No. BC1167752)**

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: \_\_\_\_\_  
 Claudia Jesson, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept
Legal Advice
DATE OF COUNCIL APPROVAL (if applicable)

**Schedule A to Market Rental Housing Agreement**

**STATUTORY DECLARATION**

<b>CANADA</b>	)	<b>IN THE MATTER OF A</b>
	)	<b>HOUSING AGREEMENT WITH</b>
<b>PROVINCE OF BRITISH COLUMBIA</b>	)	<b>THE CITY OF RICHMOND</b>
	)	<b>("Market Rental Housing Agreement")</b>

TO WIT:

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

1. I am the owner or authorized signatory of the owner of \_\_\_\_\_ (the "Market Rental Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Market Rental Housing Agreement in respect of the Market Rental Housing Unit.
3. To the best of my knowledge, for the period from \_\_\_\_\_ to \_\_\_\_\_, the Market Rental Housing Unit was used solely for the provision of rental housing for Tenants (as defined in the Market Rental Housing Agreement) at or below Market Rent (as defined in the Market Rental 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

# PRIORITY AGREEMENT

HSBC BANK CANADA (the “**Chargeholder**”) is the holder of Mortgages and Assignments of Rents (and any related extensions thereof):

- (i) Mortgage CA6831107,
- (ii) Assignment of Rents CA6831108,
- (iii) Mortgage CA6877435, and
- (iv) Assignment of Rents CA6877436,

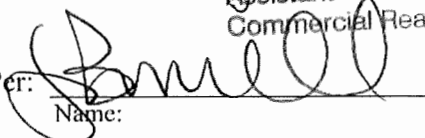
registered in the LTO (collectively, the “**Bank Charges**”) against title to, in respect of Mortgage CA6831107 and Assignment of Rents CA6831108, the Lands other than East Half Lot 4, and in respect of Mortgage CA6877435 and Assignment of Rents CA6877436, East Half Lot 4. Words capitalized in this priority agreement, not otherwise defined herein, have the meaning ascribed to them in the agreement to which this priority agreement is attached (the “**Market Rental Housing Agreement**”).

The Chargeholder, being the holder of the Bank 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 Market Rental Housing Agreement by the Owner and hereby covenants that the Market Rental Housing Agreement shall rank in priority upon the Lands over the Bank Charges as if the Market Rental Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

## HSBC BANK CANADA

by its authorized signatory(ies):

Per:   
Name: **GARY KATAYAMA**  
Assistant Vice President  
Commercial Real Estate

Per:   
Name: **Jessica Brummeli**  
Vice President  
Commercial Real Estate



# City of Richmond

## Report to Committee

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**To:** Planning Committee  
**From:** Kim Somerville  
Director, Community Social Development  
**Date:** January 19, 2023  
**File:** 07-3300-01/2023-Vol 01  
**Re:** **Richmond Intercultural Advisory Committee 2022 Annual Report and 2023 Work Program**

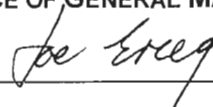

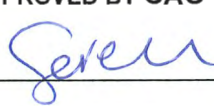
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### Staff Recommendation

That the Richmond Intercultural Advisory Committee's 2022 Annual Report and 2023 Work Program, as presented in the staff report titled "Richmond Intercultural Advisory Committee 2022 Annual Report and 2023 Work Program," dated January 19, 2023, from the Director of Community Social Development, be approved.

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

Att. 2

REPORT CONCURRENCE	
CONCURRENCE OF GENERAL MANAGER 	
SENIOR STAFF REPORT REVIEW	INITIALS: 
APPROVED BY CAO 	

## Staff Report

### Origin

The Richmond Intercultural Advisory Committee (RIAC) was established in 2002 to act as a resource and to advise City Council by providing information, options and recommendations regarding intercultural issues and opportunities referred to the RIAC.

This report supports Council's Strategic Plan 2018–2022 Strategic Focus Area #3 – One Community Together:

*Vibrant and diverse arts and cultural activities and opportunities for community engagement and connection.*

This report supports the Social Development Strategy 2013–2022 Strategic Direction #6 – Support Community Engagement and Volunteerism:

26.2 *Mechanisms for ensuring that committees are best positioned to provide helpful and timely advice to City staff and elected officials including:*

- *Work programs that reflect Council Term Goals*

This report also supports the Cultural Harmony Plan 2019–2029 Strategic Direction #2 – Collaboration and Partnerships:

2.1 *Continue to work with Richmond Intercultural Advisory Committee (RIAC) members to implement the RIAC Intercultural Strategic Plan and Work Program.*

### Analysis

#### 2022 Annual Report

Activities undertaken by the RIAC are outlined in the 2022 Annual Report (Attachment 1). Highlights of the Committee's work include:

- Supported the implementation of actions outlined in the Council-adopted Cultural Harmony Plan by providing feedback to City staff on various intercultural initiatives throughout the year.
- Assisted in the planning and implementation of the 2022 Diversity Symposium by participating on the steering committee and acting as session hosts during the event.
- Stayed informed of intercultural issues by inviting the RIAC members and guest speakers to present on programs, services and initiatives available to the Richmond community, including:
  - Richmond Public Library – Overview of newcomer programs and services that are available at the Library;

- Ukrainian Community Society of Ivan Franko and The Salvation Army – Presentation on displaced Ukrainians arriving in Canada and Richmond; and
- Branscombe House Artist-In-Residence – Shared a presentation on the work done at Branscombe House over the past year, which fostered cultural connections.
- Assisted in the planning and implementation of the Newcomers Video Series by participating on the selection committee for the filmmaker and launching the series through an in-person celebration at City Hall.

### 2023 Work Program

The proposed 2023 Work Program (Attachment 2) was discussed at the RIAC meeting held on January 18, 2023. In 2023, priorities for the committee include:

- Providing input on initiatives related to the implementation of the Council-adopted Cultural Harmony Plan;
- Assisting City staff with the planning and implementation of the 2023 Diversity Symposium; and
- Presenting on initiatives and inviting guest speakers to increase RIAC members' awareness on programs and services available in the community.

The 2023 Work Program outlines the RIAC's priorities in the coming year to continue to advance the committee's mandate of strengthening intercultural cooperation and fostering positive intercultural connections in Richmond. The Work Program supports several actions in the Cultural Harmony Plan 2019–2029.

### **Financial Impact**

None.

### **Conclusion**

The RIAC 2022 Annual Report provides a summary of the activities undertaken by the Committee during the 2022 calendar year. The RIAC 2023 Work Program outlines the Committee's priorities for the year to continue to fulfill its mandate of enhancing intercultural harmony and strengthening intercultural cooperation in Richmond. Staff recommend that the RIAC 2022 Annual Report and 2023 Work Program be approved.



Peggy Chen  
Inclusion Coordinator  
(604-276-4104)

- Att. 1: Richmond Intercultural Advisory Committee 2022 Annual Report  
2: Richmond Intercultural Advisory Committee 2023 Work Program

## **Richmond Intercultural Advisory Committee 2022 Annual Report**

### **Introduction**

The Richmond Intercultural Advisory Committee (RIAC) was established by City Council in February 2002 to act as a resource and provide advice to City Council in support of enhancing and strengthening intercultural harmony and cooperation in Richmond. The committee also provides information and recommendations regarding intercultural issues and opportunities referred to the RIAC by Council.

At the start of 2022, the RIAC consisted of up to 17 Council-appointed members with representatives from Richmond Community Services Advisory Committee, Richmond Seniors Advisory Committee, RCMP, Richmond Multicultural Community Services (RMCS), Richmond School District, Vancouver Coastal Health (VCH), Richmond Centre for Disability, S.U.C.C.E.S.S. and individual citizen appointees. In September 2022, the Richmond School District representative and Chair of the RIAC moved on from her role in the School District and resigned from the RIAC. In the remaining four months of 2022, there were 16 RIAC members.

The 2022 RIAC Annual Report is prepared for City Council in accordance with the Terms of Reference. This document serves as a summary of the RIAC's activities during the 2022 calendar year and is based on input from RIAC members with support from the Staff Liaison.

### **Highlights of 2022**

#### **Cultural Harmony Plan**

The RIAC continues to support the implementation of the recommended actions of the Council-adopted Cultural Harmony Plan, which informs the City's response to building awareness of and enhancing cultural harmony among Richmond's diverse population. Throughout the year, staff have consulted with the RIAC on various initiatives and the RIAC members have provided feedback on initiatives that fall within the RIAC's mandate.

#### **City of Richmond Diversity Symposium**

The eighth annual Diversity Symposium offered free training opportunities for City staff, volunteers and community partners interested in learning and advancing equity, diversity and inclusion in their communities. The 2022 Diversity Symposium was offered virtually for the third consecutive year. Overall there were 639 registrations, with most of the registrants joining from the Lower Mainland and some registrants from across Canada.

As in previous years, many RIAC members were actively involved in the planning and implementation of the Diversity Symposium with a number of RIAC members sitting on the steering committee and serving as session hosts during the virtual sessions.

## Newcomers Video Series

In November 2022, the City launched the Newcomers Video Series, which features stories of newcomers who have settled in Richmond and provides information on accessing services in the community. The series comprises five short videos, highlighting Richmond's diversity, heritage sites, settlement services, and art and recreational activities, as well as ways to get involved in the community. It includes subtitles in Chinese (Simplified and Traditional), Punjabi, Farsi, Arabic and Ukrainian to reach diverse community groups and is available to view on the City's YouTube channel and website: [www.richmond.ca/newcomers](http://www.richmond.ca/newcomers).

RIAC members were involved in the selection committee, offering insight and expertise into choosing the filmmaker who would be able to bring the vision of the project to life. A launch event for the project with participants of the video series was held at the last RIAC meeting of the year on November 16, 2022.

The Newcomer Video Series advances one of the actions identified in the City's Cultural Harmony Plan of pursuing "viable options of providing City-related information for newcomers, immigrants and refugees that would assist them in accessing services in the community."

## Activities for 2022

### Guest Speakers and Organizational Presenters

Throughout 2022, guest speakers and organizational representatives presented innovative and collaborative approaches to strengthening intercultural connections and removing barriers to participation in our community.

#### January

- Alex Korotchenko, Head of Newcomer and Volunteer Services from the Richmond Public Library gave a presentation on Newcomer Programs and Services that are available at the Library.

#### February

- Johnny Trinh, Community Arts Coordinator with the City of Richmond, provided an overview of programs and services offered in the Arts, Culture and Heritage Services Department, particularly services at the Richmond Cultural Centre, Richmond Art Gallery and the Richmond Arts Centre.

#### March

- Valerie Watson, Program Lead for Homelessness with the City of Richmond, provided an overview of initiatives addressing the needs of individuals experiencing homelessness in Richmond.

#### April

- Odilia Dys-Steenbergen, a PhD student in Social Psychology at Simon Fraser University and Senior Analyst in Cultural Safety and Humility with the First Nations Health Authority, presented findings of her research project called “Community Identity – Love Where You Live”.

#### May

- Sarah Hunn, Emergency Programs Coordinator for the City of Richmond, gave an overview on Emergency Programs and Services in Richmond and how to become a more resilient community in the event of an emergency.

#### June

- Eugene Lupynis from the Ukrainian Community Society of Ivan Franko and Reverend Peter Cheung from The Salvation Army gave a presentation on displaced Ukrainians arriving in Canada, particularly in Richmond.

#### September

- Krystal Kiran, the City’s 2022 Branscombe House Artist-In-Residence, shared a presentation on her work in Richmond over the past year.
- Daniel Remedios, Executive Director of Richmond Addiction Services Society (RASS), gave a presentation on programs and services offered at RASS.

#### October

- Claire Adamson, Manager, Community Social Development for the City of Richmond, gave an overview of the recently-adopted Richmond Seniors Strategy.

### **Members of the 2022 Richmond Intercultural Advisory Committee**

#### **Citizen Appointees**

1. Yun-Jou Chang
2. Vladimir Choi
3. James Hsieh
4. Michael Ma
5. Mikaela Nuval
6. Kanwarjit Sandhu
7. Randy Sandhu
8. Linda Sum

#### **Organizational Representatives**

1. Rebeca Avendano, Richmond School District (January to August)
2. Karen Barclay, Vancouver Coastal Health
3. Ian Lai, Richmond Community Services Advisory Committee (Urban Bountu)

4. Allie Lin, S.U.C.C.E.S.S.
5. Ihsan Malik, Richmond Seniors Advisory Committee
6. Ashok Rattan, Richmond Multicultural Community Services
7. Daniel Remedios, Richmond Community Services Advisory Committee (Richmond Addiction Services Society)
8. Roy Wong, RCMP
9. Ian Yeung, Richmond Centre for Disability

#### Council Liaison

Councillor Linda McPhail (January to October)  
Councillor Bill McNulty (November to December)

#### Staff Liaison

Dorothy Jo, Program Manager, Social Planning

#### Staff Support

Peggy Chen, Inclusion Coordinator

#### Financial Summary

As an Advisory Committee to City Council, the RIAC's activities are fully supported by the City's operating budget. In 2022, the City allocated an operating budget of \$2,500.00 for RIAC and part of these funds were used for refreshments:

<b>Revenue</b>	
City funding	\$2,500.00
<b>Expenses</b>	
Refreshments	\$284.60
<b>Balance</b>	\$2,215.40

#### Conclusion and Acknowledgements

2022 was another busy year for the RIAC. Although the COVID-19 pandemic continues to impact our lives, the RIAC still achieved a full slate of nine meetings and fulfilled its mandate of acting as a resource and providing advice to City Council on intercultural issues. RIAC members were delighted to gather in-person in November for the last meeting of the year, where the Committee celebrated the launch of the Newcomers Video Series. The RIAC supported another successful year of the Diversity Symposium and RIAC members were invited to take part in community consultation opportunities. The RIAC is pleased to be involved in these initiatives which support some of the actions contained in the Cultural Harmony Plan. These activities demonstrate that the RIAC has an important role to play in advancing cultural harmony in the community.

We acknowledge the significant commitment and contributions of outgoing members in 2022, namely James Hsieh and Linda Sum, citizen appointees to RIAC, Ihsan Malik from the Richmond Seniors Advisory Committee, Karen Barclay from Vancouver Coastal Health, and Rebeca Avendano from the Richmond School District. We would also like to thank Councillor Linda McPhail for her support of the RIAC during the past four years. We also express our appreciation to Dorothy Jo, Staff Liaison, Peggy Chen, Staff Support, and Kristy Ng, Minute-Taker, for their work in supporting the committee's needs. We look forward to furthering our work together in 2023.

Respectfully submitted by:

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Ian Yeung  
Vice-Chair, Richmond Intercultural Advisory Committee

## **Richmond Intercultural Advisory Committee 2023 Work Program**

The proposed 2023 Work Program aligns with the Richmond Intercultural Advisory Committee's (RIAC) mandate to act as a resource and provide advice to City Council in support of enhancing and strengthening intercultural harmony and cooperation in Richmond.

This work program supports Council's Strategic Plan 2018–2022 Strategic Focus Area #3 – One Community Together:

*Vibrant and diverse arts and cultural activities and opportunities for community engagement and connection.*

This work program supports the Social Development Strategy 2013–2022 Strategic Direction #6 – Support Community Engagement and Volunteerism:

- 26.2 *Mechanisms for ensuring that committees are best positioned to provide helpful and timely advice to City staff and elected officials including:*
- *Work programs that reflect Council Term Goals*

This work program also supports the Cultural Harmony Plan 2019–2029 Strategic Direction #2 – Collaboration and Partnerships:

- 2.1 *Continue to work with Richmond Intercultural Advisory Committee (RIAC) members to implement the RIAC Intercultural Strategic Plan and Work Program.*

### **2023 RIAC Budget**

RIAC annually receives an operating budget of \$2,500.00.

## 2023 RIAC Work Program

Richmond Intercultural Advisory Committee (RIAC) 2023 Work Program		
Initiative	RIAC Actions	Expected Outcome
1. Act as a resource to the City on issues relating to intercultural harmony in Richmond.	<p>1.1 Participate in consultation on City plans, updates, strategies, projects and new policies relating to intercultural harmony.</p> <p>1.2 Provide an intercultural lens to City events and initiatives, as they arise.</p> <p>1.3 Respond to Council requests and provide advice on issues relating to intercultural harmony in Richmond, as appropriate.</p>	1.1.1 RIAC members will be able to provide an intercultural lens to City strategies and initiatives, and advise City Council, as needed.
2. Build on and improve RIAC members' knowledge of intercultural issues through information sharing, guest speakers and educational opportunities.	<p>2.1 Invite guest speakers to present on intercultural issues facing the community.</p> <p>2.2 Present on intercultural initiatives from member organizations and/or other groups that can inform the City's policies or practices.</p> <p>2.3 Monitor intercultural issues and emerging trends.</p> <p>2.4 Include an environmental scan on relevant items and media coverage as a standing item on the RIAC agenda.</p>	<p>2.1.1 A summary of key findings from the various speakers is included in the RIAC Annual Report.</p> <p>2.1.2 Members are better informed and well equipped to provide an intercultural lens to City strategies and initiatives, as requested.</p>
3. Support and promote initiatives that address incidents of racism and discrimination in the community.	3.1 Identify and participate in anti-racism initiatives and relay relevant information back to the RIAC.	3.1.1 RIAC members share information on best practices from other organizations and/or municipalities that can be applied in Richmond.

Richmond Intercultural Advisory Committee (RIAC) 2023 Work Program		
Initiative	RIAC Actions	Expected Outcome
4. Participate in external committees that align with the RIAC's goals and objectives.	<p>4.1 Participate in external committees that align with the RIAC's mandate and provide updates to the RIAC.</p> <p>4.2 Promote the RIAC's role as an advisory body to City Council and the City's contributions to fostering intercultural harmony in the community.</p>	<p>4.1.1 Community partners are aware of the RIAC's role in fostering intercultural harmony in Richmond.</p> <p>4.1.2 RIAC members are informed of other committees and initiatives that align with the RIAC's mandate.</p>
5. Participate in initiatives related to the implementation of the Cultural Harmony Plan in Richmond, as appropriate.	5.1 Provide advice and feedback on initiatives that support actions related to the Cultural Harmony Plan, as requested.	5.1.1 RIAC members are involved in the implementation of actions listed in the Cultural Harmony Plan, as appropriate.
6. Assist with the planning and implementation of the 2023 City of Richmond Diversity Symposium.	<p>6.1 Encourage RIAC representatives to sit on the 2023 Diversity Symposium Steering Committee to develop ideas for themes and topics, review options for keynote speakers and presenters, and select final presenters for the workshop sessions.</p> <p>6.2 Provide event support, including promoting the event to RIAC representatives' networks, acting as session hosts, networking, and representing the RIAC at a community resource table.</p>	6.1.1 RIAC members actively participate in the planning and implementation of the 2023 Diversity Symposium program.
7. Support initiatives related to Truth and Reconciliation.	7.1 Identify and support Truth and Reconciliation initiatives and relay relevant information back to the RIAC.	7.1.1 RIAC members share information on best practices from other organizations and/or municipalities that can be applied in Richmond.



# City of Richmond

## Report to Committee

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**To:** Planning Committee **Date:** January 30, 2023  
**From:** John Hopkins **File:** 01-0100-30-AADV1-  
Director, Policy Planning 01/2023-Vol 01  
**Re:** **Food Security and Agricultural Advisory Committee 2022 Annual Report and  
2023 Work Program**

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### Staff Recommendation

That the Food Security and Agricultural Advisory Committee 2022 Annual Report and 2023 Work Program, as presented in the staff report titled "Food Security and Agricultural Advisory Committee 2022 Annual Report and 2023 Work Program", dated January 30, 2023, from the Director of Policy Planning, be approved.

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

Att. 2

REPORT CONCURRENCE		
<b>ROUTED TO:</b>  Parks Services	<b>CONCURRENCE</b>  <input checked="" type="checkbox"/>	<b>CONCURRENCE OF GENERAL MANAGER</b>  
<b>SENIOR STAFF REPORT REVIEW</b>	<b>INITIALS:</b>  	<b>APPROVED BY CAO</b>  

## Staff Report

### Origin

The Food Security and Agricultural Advisory Committee (FSAAC) advises Council on food security and agricultural issues referred by Council or staff. In accordance with the Terms of Reference for the FSAAC, this report summarizes the activities of the Committee in 2022 (Attachment 1) and recommends a 2023 Work Program (Attachment 2) for consideration and approval by Council. The Committee reviewed and endorsed the proposed 2023 Work Program at the FSAAC meeting held on January 26, 2023.

This report supports Council's Strategic Plan 2018-2022 Strategy #2 A Sustainable and Environmentally Conscious City:

*Environmentally conscious decision-making that demonstrates leadership in implementing innovative, sustainable practices and supports the City's unique biodiversity and island ecology.*

*2.3 Increase emphasis on local food systems, urban agriculture and organic farming.*

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

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

*8.1 Increased opportunities for public engagement.*

### Analysis

#### 2022 Annual Report

The detailed FSAAC 2022 Annual Report is contained in Attachment 1, and includes the following highlights:

- Reviewed and provided comments on a total of five development proposals related to or impacting agricultural activities and two soil deposit applications. This included Agricultural Land Reserve (ALR) non-farm use applications, subdivision, and a Development Permit application.
- Received regular updates and provided comments on various City policies and initiatives (e.g., Richmond Local Food Map, London Heritage Farm Master Plan, Dike Master Plan and Richmond Circular City Strategy).
- Received updates and provided comments on the Garden City Lands Project as presented by Parks staff.
- Received updates from the Ministry of Agriculture, the Agricultural Land Commission, and Metro Vancouver on various initiatives (e.g., Metro Vancouver Agriculture Road Map Climate 2050, funding opportunities to address climate change related issues, on-

farm research workshops, and regulations related to controlled environment structures and residential flexibility).

### 2023 Work Program

The detailed FSAAC 2023 Work Program is contained in Attachment 2, and includes the following highlights:

- Review and provide comments on development proposals and soil deposit applications forwarded to FSAAC by staff or Council.
- Continue to receive regular updates and provide comments on various City policies and initiatives related to agriculture and food security forwarded to FSAAC by staff or Council.
- Continue to receive regular updates and provide comments on the Garden City Lands Project, as presented by Parks staff.
- Provide education and information sharing to the Committee, in coordination with upper-levels of government, regarding sustainable farm practices and agriculture-specific strategies for climate change resilience.
- Explore opportunities to raise public awareness of local farming and strengthen relationships with external organizations that promote agriculture, in coordination with Economic Development staff.


The work program will be revised as necessary, based on emerging issues and future Council priorities.

### **Financial Impact**

None.

### **Conclusion**

The FSAAC serves an important role in providing advice and guidance to Council on food security and agricultural issues. The 2022 Annual Report for the FSAAC is submitted for information and the 2023 Work Program is recommended for Council's approval.



Steven De Sousa  
Planner 2  
(604-204-8529)

SDS:sds

- Att. 1: Food Security and Agricultural Advisory Committee 2022 Annual Report  
2: Food Security and Agricultural Advisory Committee 2023 Work Program

**FOOD SECURITY AND AGRICULTURAL ADVISORY COMMITTEE  
2022 ANNUAL REPORT**

<b>Projects</b>	<b>Results</b>	<b>Accomplishments and Comments</b>
City and ALC Development Applications	Agricultural advice to Council	<ul style="list-style-type: none"> <li>Reviewed and provided comments on a total of five development applications forwarded to the FSAAC from staff.</li> <li>Projects covered issues related to ALR non-farm use applications, subdivision, and Development Permits.</li> </ul>
Soil Removal and Deposit Applications in the ALR	Agricultural advice to Council	<ul style="list-style-type: none"> <li>Reviewed and provided comments on a total of two soil deposit applications forwarded to the FSAAC from staff.</li> </ul>
Garden City Lands	Agricultural advice to Council	<ul style="list-style-type: none"> <li>Reviewed and provided comments on the implementation of the Garden City Lands Project as presented by Parks staff.</li> </ul>
Policy Initiatives	Agricultural advice to Council	<ul style="list-style-type: none"> <li>Received information and reviewed issues related to agriculture and food security policy forwarded to the FSAAC from staff.</li> <li>Projects included the Richmond Local Food Map, London Heritage Farm Master Plan and contents of farm plans.</li> <li>Received updates from Metro Vancouver on the draft regional Agriculture Road Map associated with Climate 2050.</li> </ul>
Drainage and Irrigation	Agricultural advice to Council	<ul style="list-style-type: none"> <li>Received updates from Engineering staff on the Dike Master Plan Phase 4 and impacts to agriculture.</li> </ul>
Environment	Agricultural advice to Council	<ul style="list-style-type: none"> <li>Reviewed and provided comments on the proposed Richmond Circular City Strategy.</li> </ul>
Public awareness and local food initiatives	Improved awareness and understanding of agriculture and food security issues	<ul style="list-style-type: none"> <li>Received updates from the Ministry of Agriculture on new funding opportunities to address climate change related issues (i.e., nitrogen management, cover cropping, and rotational grazing) and on-farm research workshops.</li> <li>Received updates from the ALC on regulations regarding controlled environment structures and residential flexibility.</li> </ul>

List of Applications Reviewed in 2022		
Application	Address	Proposal
<b>ALR Development Applications</b>		
SD 21-940119	6511 & 7071/7169 No. 9 Road	<ul style="list-style-type: none"> <li>Subdivision consistent with the <i>Agricultural Land Commission Act</i> (ALCA) for boundary realignment.</li> </ul>
AG 18-837641	5560 Garden City Road (Garden City Lands)	<ul style="list-style-type: none"> <li>ALR non-farm use application to allow the remaining project components identified in the Garden City Lands Master Plan.</li> </ul>
DP 21-931059	8888 No. 6 Road	<ul style="list-style-type: none"> <li>Development Permit to construct a single-family dwelling and consider an alternative farm home plate location.</li> </ul>
AG 22-007162	15140 Westminster Highway	<ul style="list-style-type: none"> <li>ALR non-adhering residential use application to allow an addition to an existing additional dwelling for the purposes of accommodating accessibility features.</li> </ul>
AG 22-007407	8160 No. 5 Road	<ul style="list-style-type: none"> <li>ALR non-farm use application to allow religious statues and parking area in association with the existing religious assembly use.</li> </ul>
<b>ALR Soil Deposit and Removal Applications</b>		
CD 112247	22040 River Road	<ul style="list-style-type: none"> <li>Deposit 7,630 m<sup>3</sup> of soil on the property to support the production of blueberries.</li> </ul>
CD 130242	8251 No. 5 Road	<ul style="list-style-type: none"> <li>Retain 1,100 m<sup>3</sup> soil that was deposited on the site without approval to support the production of blueberries.</li> </ul>

**FOOD SECURITY AND AGRICULTURAL ADVISORY COMMITTEE (FSAAC)  
2023 WORK PROGRAM**

<b>Projects</b>	<b>Expected Results</b>	<b>Objectives and Deliverables</b>
City and ALC Development Applications	Agricultural advice to Council	<ul style="list-style-type: none"> <li>Review City and ALC development applications forwarded to the FSAAC by staff or Council.</li> <li>Provide comments to applicants.</li> </ul>
Soil Removal and Deposit Applications in the ALR	Agricultural advice to Council	<ul style="list-style-type: none"> <li>Review soil applications (removal or deposit) in the ALR forwarded to the FSAAC by staff or Council.</li> <li>Provide comments to applicants.</li> </ul>
Garden City Lands	Agricultural advice to Council	<ul style="list-style-type: none"> <li>Continue to review the implementation of the Garden City Lands Project as presented by Parks staff.</li> <li>Provide comments to staff.</li> </ul>
City Policy Initiatives	Agricultural advice to Council	<ul style="list-style-type: none"> <li>Review issues related to agriculture and food security policy forwarded to the FSAAC by staff or Council.</li> <li>Provide comments to staff.</li> </ul>
Drainage and Irrigation	Agricultural advice to Council	<ul style="list-style-type: none"> <li>Receive updates from Engineering staff on drainage and irrigation projects impacting agriculture.</li> <li>Provide comments to staff.</li> </ul>
Transportation	Agricultural advice to Council	<ul style="list-style-type: none"> <li>Receive updates from Transportation staff on projects impacting agriculture.</li> <li>Provide comments to staff.</li> </ul>
Environment	Agricultural advice to Council	<ul style="list-style-type: none"> <li>Education and information sharing regarding, in coordination with upper-levels of government, regarding sustainable farming practices (incl. water and soil conservation, renewable energy use, soil management).</li> </ul>
Public awareness and local food initiatives	Improved awareness and understanding of agriculture and food security issues	<ul style="list-style-type: none"> <li>Raise public awareness of local farming, farmer's markets, and local food products, produce and programs.</li> <li>Strengthen relationships with outside organizations that provide agriculture-related educational opportunities and promote local farming.</li> </ul>



# City of Richmond

## Report to Committee

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**To:** Public Works and Transportation Committee      **Date:** January 25, 2023  
**From:** Milton Chan, P.Eng.  
Director, Engineering      **File:** 10-6060-03-01/2023-  
Vol 01  
**Re:** **2023 Liquid Waste Management Plan Biennial Report**

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### Staff Recommendation

The City's 2023 Liquid Waste Management Plan Biennial Report as presented in Attachment 1, dated January 25, 2023, from the Director, Engineering, be submitted to Metro Vancouver.

Milton Chan, P.Eng.  
Director, Engineering  
(604-276-4377)

Att. 1

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Public Works	<input checked="" type="checkbox"/>	
Sustainability & District Energy	<input checked="" type="checkbox"/>	
<b>SENIOR STAFF REPORT REVIEW</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 

## Staff Report

### Origin

The Greater Vancouver Sewerage and Drainage District (GVS&DD) Board adopted the Integrated Liquid Waste and Resource Management Plan (the “Liquid Waste Plan”) in May 2010. Subsequently, at the September 27, 2010 City of Richmond Regular Council Meeting, Council adopted the following motion:

*“That the municipal commitments in the Metro Vancouver 2010 Integrated Liquid Waste and Resource Management Plan be endorsed.”*

The Minister of Environment approved the Liquid Waste Plan, subject to conditions identified in his letter dated May 30, 2011.

The Liquid Waste Plan requires member municipalities to report progress on 27 municipal commitments on a biennial basis. The Liquid Waste Plan Biennial Report will be compiled by Metro Vancouver and submitted to the Ministry of Environment once it is approved by the GVS&DD Board.

Metro Vancouver is currently updating the Liquid Waste Plan, and anticipates that the update be completed in 2023. As the updated Liquid Waste Plan is not available, Metro Vancouver and member municipalities continue to be required to submit the 2023 Liquid Waste Management Plan Biennial Report (the “2023 Biennial Report”) in accordance with the Liquid Waste Plan adopted in 2010. It is anticipated that the next report would be prepared based on the updated Liquid Waste Plan. Staff will also update Council on updates proposed by Council in the 2023 Liquid Waste Plan and Drinking Water Management Plan.

This staff report summarizes the City’s progress on the Liquid Waste Plan municipal actions, and presents the 2023 Biennial Report (Attachment 1) for Council’s endorsement for submission to Metro Vancouver for incorporation into the Liquid Waste Plan Biennial Report.

This report supports Council’s Strategic Plan 2018-2022 Strategy #1 A Safe and Resilient City:

*1.2 Future-proof and maintain city infrastructure to keep the community safe.*

This report supports Council’s Strategic Plan 2018-2022 Strategy #2 A Sustainable and Environmentally Conscious City:

*2.2 Policies and practices support Richmond’s sustainability goals.*

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

*5.4 Work cooperatively and respectfully with all levels of government and stakeholders while advocating for the best interests of Richmond.*

## Analysis

The Liquid Waste Plan includes a municipal commitment to report progress on a biennial basis. The 2023 Biennial Report covers the 2021 to 2022 reporting period. Richmond has previously submitted nine (9) biennial reports over the last 20 years based on reporting requirements in the current and previous Liquid Waste Management Plans.

The 2023 Biennial Report includes 27 narratives, several tables, and graphics attachments that report on the 27 municipal commitments included in the Liquid Waste Plan. The following are highlights of Richmond's 2023 Biennial Report:

### Stormwater Management Plan

Liquid Waste Plan action 3.4.7 requires municipalities to develop and implement stormwater management plans that integrate with land use. Richmond has developed an Integrated Rainwater Resource Management Strategy, a strategic approach to manage stormwater within the City's floodplain ecosystem. It identifies strategies to detain stormwater, improve water quality, control sediments, harvest and re-use rainwater, as well as protect and enhance green infrastructure. In addition, Richmond's Ecological Network Management Strategy contains actions and initiatives on the integration of rainwater Best Management Practices tailored to various land uses within the City.

Key actions in this reporting period related to stormwater management include the following:

- Continued the Council-endorsed Mitchell Island Environmental Stewardship Initiatives program implemented during the last reporting period (2019-2020), and as part of this initiative:
  - Retained a consultant to commission a study to identify green infrastructure solutions to improve stormwater quality on Mitchell Island prior to discharge into the Fraser River;
  - Developed an informational handout for industrial businesses on Mitchell Island, informing them on how to effectively report environmental issues to the applicable response agency; and
- Managed, with funding from the BC Ministry of Forests, infestation of Brazilian elodea (*Egeria densa*) using novel control methods such as diver-assisted suction dredging and water level manipulation. Staff are still monitoring but to date there has been no re-occurrence
- Participated in regional Spill Response training and planning exercises, as well as provided training to internal staff to ensure that the City was able to effectively identify and respond to spills to the environment; and
- Stormwater monitoring program – in 2022, stormwater samples were collected at nine pump stations. Analysis of these sample for specified water quality parameters is underway and will be available mid-2023.

### Liquid Waste Source Control

#### *Grease Reduction and Green Cart Programs*

The City maintains a Grease Management Program which includes grease source control, sanitary sewer system monitoring and inspection, and on-going maintenance work. A full-time bylaw enforcement officer is dedicated towards liquid waste source control and grease management for the food services sector. This officer continued to work successfully with representatives from Metro Vancouver, stakeholder groups, industry associations, pumping operators, and grease trap vendors to mitigate the impact of fats, oils and grease on the region's sanitary sewer system.

Richmond has had a Green Cart Program since 2013. The Green Cart Program reduces the amount of waste and pollutants such as grease that would otherwise be discharged into the sanitary sewer, and collected approximately 45,000 tonnes of food scraps and yard trimmings. To facilitate grease reduction in the sanitary system, Richmond conducts the following activities:

- Provide residents with Green Cart Program information in brochures, guides, and annual reports, as well as on City website and social media.
- Promote proper disposal of cooking oil and grease, and discourage the use of garburators through community outreach.
- Encourage drop-off options for oil and grease at the Recycling Depot.
- Launched a Multi-Family Grease Collection Pilot Program in 2022 to collect grease from 934 residential units in 6 buildings, and to assess impacts of grease reduction on the sanitary sewer system.

#### *Water Metering*

Ministerial Condition 2 for approval of the Liquid Waste Plan strongly encourages municipalities to create business cases and/or implement residential water metering programs, and to consider municipal rebate programs for water-efficient fixtures and appliances to reduce water use. Water metering is one of the most effective means of water conservation, and reducing water results in corresponding reductions in liquid waste generated.

The City is a regional leader in water metering, and has a comprehensive water meter program for both residential and commercial properties. All single-family, industrial, commercial, institutional, and farm properties in Richmond have been metered. The City initiated a volunteer water metering program for multi-family units in 2013. Resulting from this volunteer program, about 56% of the multi-family units in Richmond have been metered for water, and approximately 98% of metered multi-family complexes have saved money compared to the flat rate as of the end of 2022. In the 2021 to 2022 reporting period, Richmond installed 26 water meters at 15 multi-family complexes. In 2022, the City began implementation of mandatory water metering for multi-family complexes mandatory to further promote water conservation in these buildings.

Water metering provides customers increased rate equity compared to the flat rate and a tool to manage their costs, while consumption monitoring allows staff to identify leaks and system inefficiencies to minimize wastage. Since 2003, the City has managed to reduce total water consumption despite an overall 26% population increase. This is a strong indication that water metering efforts to date are having a positive impact on water conservation and minimizing the need for costly infrastructure upgrades by managing increases in demands.

To further promote reduced water use, the City provides metered customers with water conservation kits, which include low-flow showerheads, faucet aerators, toilet fill cycle diverters, toilet leak detection tablets, and educational water conservation tools. In addition, the City has successful programs for toilet rebates and rain barrels, and partnered with BC Hydro between 2014 and 2020 to provide residents with clothes washer rebates.

As of the end of 2022, program totals of 10,853 toilet rebates, 2,296 rain barrels, and 1,369 clothes washer rebates have been issued to Richmond residents.

#### Asset Management Plan

Liquid Waste Plan action 3.1.8 requires municipalities to develop and implement asset management plans, and to provide copies of those plans to Metro Vancouver by 2014. Richmond maintains both an Ageing Utilities Infrastructure Management Plan and a Growth Related Infrastructure Management Plan that are reviewed and updated regularly. Both of these have been in place for a number of years, and were completed ahead of Metro Vancouver's target date.

Richmond updated the Ageing Utilities Infrastructure Management Plan in 2022. The updated plan outlines the current and long-term financial requirements for maintaining and replacing City's ageing infrastructure. The City also updated the sanitary and drainage models in 2021 and 2022, respectively, to help guide planning and development for sewer and flood protection upgrades, replacement, and rehabilitation works. Updates to Metro Vancouver's Liquid Waste Plan will likely include increased emphasis on the effects of climate change on the liquid waste management system. Richmond is pro-active in addressing climate change demands, and are actively upgrading asset management plans and infrastructure to prepare for climate change.

#### Inflow and Infiltration

Inflow and infiltration of stormwater into the sanitary sewer system are typically caused by cross-connections or defects in the infrastructure, and place additional demands on the sanitary system. Liquid Waste Plan action 1.1.18 requires municipalities to develop and implement inflow and infiltration management plans that ensure inflow and infiltration levels are within Metro Vancouver allowances. Richmond does not have combined sewers, and does not permit unregulated groundwater discharge into the sanitary sewer system. The City continues to manage inflow and infiltration by addressing defects through its sanitary sewer assessment and rehabilitation program.

Metro Vancouver targets a 20-year cycle for inspection of regional sanitary sewers. Richmond commenced CCTV inspections of its gravity sanitary sewers in 2002 and completed the first cycle in 2015, seven years ahead of Metro Vancouver's target. Richmond started the next cycle

of sanitary sewer CCTV inspections in 2016. In the 2021 to 2022 reporting period, Richmond inspected 30,865 m of sanitary sewers, leading to a total of 72,376 m sanitary sewer that have been inspected since the start of the new cycle.

Rehabilitation of damaged mains identified through inspections is brought forward through the annual capital program. Included as part of the approved 2023 capital program, staff have been proactively planning for the next cycle of inspection and rehabilitation work, positioning the City to continue meeting or exceeding Metro Vancouver targets.

Staff continue to monitor inflow and infiltration levels at the City's sanitary pump stations, identifying any catchments that may have higher inflow and infiltration rates for subsequent study and remediation if required.

### **Financial Impact**

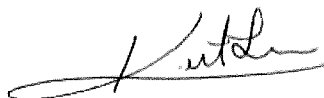
None.

### **Conclusion**

The 2010 Liquid Waste Plan includes a municipal commitment to report progress on Liquid Waste Plan actions on a biennial basis. The attached 2023 Biennial Report summarizes Richmond's progress on municipal actions for the 2021 to 2022 reporting period. In summary, over the 2021 to 2022 reporting period, the City's sanitary and drainage infrastructure has been in good condition and performing well, thus providing effective protection to our environment, and enabling the City to meet the requirements in the Liquid Waste Plan. Staff will continue to work on municipal actions identified in the Liquid Waste Plan to ensure that the City of Richmond continues to meet all of the requirements.



Eric Sparolin, P.Eng.  
Manager, Engineering Planning  
(604-247-4915)



Keith Lam, P.Eng.  
Project Manager, Engineering Planning  
(604-204-8516)

ES:kl

Att. 1: City of Richmond 2023 Liquid Waste Management Plan Biennial Report

# 2023 Liquid Waste Management Plan Biennial Report

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Reporting Period: 2021 – 2022  
Municipal Submission Section

To be completed by: March 1, 2023

Questions and submittal through Metro Vancouver at  
[2023biennialreport@metrovancover.org](mailto:2023biennialreport@metrovancover.org)

Municipal Contact Information			
Name	Email	Phone	Responsible For ILWMP Action #
Eric Sparolin	<a href="mailto:ESparolin@richmond.ca">ESparolin@richmond.ca</a>	604-247-4915	All except those listed below
Keith Lam	<a href="mailto:KLam2@richmond.ca">KLam2@richmond.ca</a>	604-204-8516	
Peter Russell	<a href="mailto:PRussell2@Richmond.ca">PRussell2@Richmond.ca</a>	(604) 276-4130	1.1.16, 1.1.17, 1.1.21, 1.3.17, 3.3.6, 3.4.7 Ministerial Conditions (7,9)

# List of Content

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# Submission Checklist

## Narratives:

- ☐ Narrative 1: *Summarize ongoing permitting & inspection programs*
- ☒ Narrative 2: *Summarize approach to regulating pesticides and lawn care products*
- ☒ Narrative 3: *Summarize updates to outreach plans for supporting liquid waste source control programs (e.g. stormwater, sewer use, sewer maintenance, I&I management, cross connections etc.) during the reporting period*
- ☒ Narrative 4: *Summarize I&I management plans & list key actions resulting from plans*
- ☒ Narrative 5: *Summarize enforcement enhancements and process efforts during reporting period*
- ☒ Narrative 6: *Highlight and summarize bylaw changes relating to stormwater management*
- ☒ Narrative 7: *Highlight and summarize changes to utility design standards and neighbourhood design guidelines in relation to on-site rainwater management*
- ☒ Narrative 8: *Summarize development of municipal sanitary overflow management plans. Highlight specific examples.*
- ☐ Narrative 9: *Highlight & summarize progress on the prevention of CSOs and the separation of combined sewers*
- ☒ Narrative 10: *List approaches and strategies that address risks (ie: regular maintenance, SCADA, monitoring, protocols, identified redundancies/contingencies)*
- ☒ Narrative 11: *Describe regulations and status of applications*
- ☒ Narrative 12: *Summarize existing municipal odour control programs and the implementation of new programs for targeted municipal sewer facilities*
- ☒ Narrative 13: *Summarize air emissions management programs for standby power generators at municipal sewer pump stations*
- ☒ Narrative 14: *Summarize air emissions management programs for standby power generators at municipal sewer pump stations.*
- ☒ Narrative 15: *Summarize key progress on the assessment and condition of municipal sewerage system*
- ☒ Narrative 16: *Summarize key progress or accomplishments on the development of asset management plans for municipal sewerage infrastructure*

- ☒ Narrative 17: *Summarize key findings from the tri-annual internal audit*
- ☒ Narrative 18: *Summarize the estimate of greenhouse gas emissions and odours associated with the operation of municipal and regional liquid waste management systems*
- ☒ Narrative 19: *Summarize and highlight any important details and action plans relating to wet weather SSOs & probable causes of CSOs*
- ☒ Narrative 20: *Summarize and highlight any changes to the existing municipal sewer flow & sewer level monitoring network*
- ☒ Narrative 21: *Summarize progress on the development of emergency management strategies and response plans for municipal & regional wastewater collection and treatment systems*
- ☒ Narrative 22: *Summarize key initiatives that support the adaptation of infrastructure & operations to address risks and long term needs*
- ☒ Narrative 23: *Summarize and highlight key initiatives relating to the development and implementation of the integrated management plans*
- ☒ Narrative 24: *Discuss water metering & rebate programs relating to water fixtures and appliances*
- ☒ Narrative 25: *Summarize whether any new municipal water metering policies or programs were introduced in the last report that address this action. If no changes, then indicate, "Same as the 2019-2020 reporting period: no changes".*
- ☒ Narrative 26: *Quote relevant OCP sections addressing stormwater, stream health and their consideration of ISMPs*

Tables:

- ☒ Table 1: *List core sewer use bylaws and summarize any changes*
- ☒ Table 2: *Summarize Status of Bylaws Related to Controlling Sediment Transport & Erosion*
- ☐ Table 3: *Types and Number of Liquid Waste Related Permits Issued 2021-2022*
- ☒ Table 4: *Products Regulated to Protect Stormwater Runoff Quality*
- ☒ Table 5: *Bylaws Regulating Discharges of Groundwater and Rainwater to Sanitary Sewers*
- ☒ Table 6: *List standards and guidelines and where applied*
- ☒ Table 7: *List references*
- ☒ Table 8: *Bylaws and Regulations Requiring Pleasure Craft Pump-out Facilities at Marinas*
- ☒ Table 9: *Summary of LWMP Implementation Budgets and Forecasts*
- ☒ Table 10: *Summary of Municipal Progress 2021-2022*

**Graphics & GIS Data:**

☒ Attachment 1:

- I&I Mapping showing I&I rates for neighbourhoods where studies have been completed with before and after I&I (L/ha·d). Objectives to Illustrates catchment areas covered by I&I studies.
- Transmit an electronic copy of GIS shape files for study catchment boundaries to Metro Vancouver

☐ Attachment 2:

- Mapping showing where sewer separation work occurred in 2021-2022
- GIS shape files of the locations where sewer separation occurred in 2021-2022 for composite mapping
- GIS shape files of catchments of remaining combined sewer catchments as of December 31, 2022 (if separated catchments discharge to combined sewers, code the separated catchments as “separated”).

☒ Attachment 3:

- Map and GIS data showing location of emergency municipal overflows (this information should have already been provided through a separate request through the REAC LWSC as well as the last reporting period. If already provided, please indicated so.

☒ Attachment 4:

- 2021-2022 map showing odour control facilities & locations of complaints (different than facility)
- GIS shape files for the odour facility and complaint mapping to allow for development of composite mapping

☒ Attachment 5:

- A map showing sewerage system CCTV inspection for 2021-2022 and the other areas of CCTV inspection work in a different colour over the previous 22 years (2000-2022).
- A map showing any sewer replacement /rehabilitation work for 2021-2022 as part of either asset management or capacity upgrades. Indicate whether the work is for upgrades or maintenance.

☒ Attachment 6:

- Titles of any completed asset [replacement] management plans (author, date, title, and publisher) for 2021-2022.
- Completed annual PSAP 3150 reporting on asset values for 2021-2022.
- Colour coded map showing age of the sewerage system (i.e.: <1900, 1901-1925, 1926-1950, 1951-1975, 1976-2000, >2001) updated to show any changes made in 2021-2022. If no changes, please indicate so and the mapping prepared for the 2019-2020 reporting period can be used.

☐ Attachment 7:

- Provide (if not already provided) GIS shape files which have the locations of the CSO outfalls for purposes of summary mapping (should already be reported under WSER).
- Provide GIS shape files or coordinates for the locations of wet & dry weather SSOs for each year (indicate which is dry/wet and year). Include SSO dates and estimated volume

☒ Attachment 8:

- Map and GIS coordinates showing locations of active municipal sewer flow/level monitors for the reporting period 2021-2022 (indicate whether permanent or temporary)

☐ Attachment 9:

- If not already provided, provide updated GIS shape files of the municipal sanitary sewer network, including manholes, pump stations, pipe diameters for the municipal sewer system as of the end of 2022. Please indicate what changes have been made for 2021-2022.

☒ Attachment 10:

- GIS shape files showing the ISMP boundaries and their status: Development Phase= Yellow; Implementation Phase = Light Green; Completed Phase = Dark Green. Add ISMPs still to start development as outlined only).

☐ Attachment 11:

- If initiated, results per watershed (as per ISMP Adaptive Management Framework)
- If undertaken, a map plus GIS shape files/coordinates showing location of monitoring.

☐ Attachment 12:

- Map showing any 2021-2022 changes to protected riparian areas & possible stream classifications. If no changes, then this figure is not required.

# City of Richmond

**Action 1.1.14** – Review and enhance sewer use bylaws to reduce liquid waste at source, including contaminants identified by the *Canadian Environmental Protection Act (2012)*.

Table 1 Core Sewer Use Bylaws

Sewer Use Bylaws*	2021-2022 Changes**
Flood Protection – Bylaw No. 10426	Separated from and replace combined Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551
Sanitary Sewer – Bylaw No. 10427	Separated from and replace combined Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551
Public Health Protection Bylaw No. 6989	No changes
Pollution Prevention and Clean-Up Bylaw No. 8475	No changes

\*Re-list existing core sewer use bylaws and list all new bylaws

\*\*Summarize any changes (if no changes, enter "No changes")

Table 2 Summarize Status of Bylaws Related to Controlling Sediment Transport & Erosion

Name of Bylaw*
(related to controlling sediment release from land clearing and construction phase of development)
<b>Flood Protection Bylaw No. 10426 and Sanitary Sewer Bylaw No. 10427 (formerly Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551)</b> – require that connections to the City's drainage and sanitary system be disconnected and capped prior to demolition of buildings to prevent sediments from entering City systems.
<b>Pollution Prevention and Clean-Up Bylaw No. 8475</b> – prohibits the release of polluting substance into the receiving environment, and requires that no discharge from dewatering may enter the City's drainage system or watercourse without a Permit with the City. Such Permits require a Qualified Environmental Professional (QEP) to provide a Water Quality Monitoring Response Plan, as well as a signed and sealed QEP declaration confirming that the discharge water will meet minimum standards of the City, and will not cause harm to the receiving water body.
<b>Boulevard and Roadway Protection and Regulation Bylaw No. 6366</b> – requires that anyone using a boulevard for construction ensure that the roadway is cleared of sediment-producing material during the activity.
<b>Boulevard Maintenance Bylaw No. 7174</b> – requires that a property owner not discard any materials fronting their property.
<b>Watercourse Protection and Crossing Bylaw No. 8441</b> – limits the obstruction of flow, and requires that watercourse crossing design, construction and maintenance are approved by the City so as to protect water quality and functioning of the City's drainage system or any City land.
<b>City of Richmond Engineering Design Specifications</b> – requires that catch basins and inspection chambers be installed on all drainage service pipes to prevent sediments from discharging into the City's drainage system. It also requires that a Sediment Control Plan be submitted to the City to identify the type and location of sediment control best management practices that will be used during construction.

Bylaw Details	2021-2022 Changes*
Summarize monitoring requirements	In 2022, an additional fee was created under <b><i>Watercourse Protection and Crossing Bylaw No. 8441</i></b> allowing for more comprehensive environmental review
How data is assessed under the bylaw?	No changes
How is assessment used to initiate corrective actions?	No changes
Summarize approaches used to maintain compliance with the bylaw (e.g. annual resources dedicated to maintaining compliance).	No changes
Discuss effectiveness of bylaw/bylaws and current approach to prevent inputs of sediment to the storm system and receiving environment.	No changes

\*For new or changed bylaws since 2019-2020, summarize any changes in 2021-2022 (if no changes in a section, enter "No changes").

**Action 1.1.15\*** – Continue existing programs of permitting and inspection to support and enforce sewer use bylaws (*Ongoing, \*City of Vancouver Only*).

*Narrative 1: Summarize ongoing permitting & inspection programs*

Not applicable.

Table 3 Types and Number of Liquid Waste Related Permits Issued 2019-2020

Permit Type/Name*	Number of Permits*	Referenced Bylaw*

*\*City of Vancouver Only*

**Action 1.1.16** – Identify and regulate pesticides and lawn care products which negatively affect rainwater runoff quality and urban stream health (*2014*).

*Narrative 2: Summarize approach to regulating pesticides & lawn care products for 2021-2022.*

Adopted in 2009, Richmond's Enhanced Pesticide Management Program (EPMP) reduces the exposure of Richmond residents to unnecessary pesticide use. The program includes a regulation restricting the use of pesticides for cosmetic purpose, as well as resources to empower community members to make the switch to pesticide-free practices. In December 2015, the City adopted the Invasive Species Action Plan (ISAP), intended to build upon the accomplishments of the EPMP. ISAP includes strategies to reduce the economic and environmental risks of invasive species management by implementing monitoring and control procedures and increasing awareness of invasive species within the community.

ISAP delivers the City's early detection and rapid response program for public and private lands in order to ensure that pesticides and lawn-care products are deployed minimally and in a highly controlled fashion.

The City's Pesticide Use Control Bylaw No. 8514 restricts the cosmetic use of pesticides on residential and municipally-owned lands. In addition to bylaw enforcement, the City provides an expanded Education and Community Partnerships Program to inform the community about pesticide restrictions and to promote natural gardening and pest solutions. This includes a series of annual natural gardening workshops, a phone line to help residents learn proper plant care and sustainable pest solutions, and information sheets available through the City's website.

The City of Richmond acts to protect its watercourses and soil further through its Pollution Prevention and Clean-up Bylaw No. 8475. This Bylaw prohibits the spilling or dumping of polluting substances into the City's storm drainage system, open watercourses, or soil. Persons or businesses that store or handle potentially polluting substances are required by the Bylaw to store them in such a way as to prevent their spillage into the environment. The City regulates construction dewatering through Part 6.1.2.1 of this bylaw. Applicants planning to discharge to the City's storm sewer system are required to submit a comprehensive permit application package and monitor discharge using predominantly field measurable criteria.

Table 4 Products Regulated to Protect Stormwater Runoff Quality

Regulated Products	Type of Regulation (Sales Ban, Use Ban, Permit, Limited Users, etc.)	Additional Information (Referenced Bylaw & Policy Numbers)
Pesticides	Limited users	Pesticide Use Control Bylaw No. 8514 – Amendment Bylaw 9574.

**Action 1.1.17** – Continue outreach plans to support liquid waste source control programs (*Ongoing*).

*Narrative 3: Summarize 2021-2022 updates to outreach plans for supporting liquid waste source control programs (e.g. stormwater, sewer use, sewer maintenance, I&I management, cross connections etc.).*

#### Grease Reduction and Green Cart Programs

The City maintains a Grease Management Program which includes grease source control, sanitary sewer system monitoring and inspection, and on-going maintenance work. A full-time bylaw enforcement officer is dedicated towards liquid waste source control and grease management. This officer continued to work with representatives from Metro Vancouver, stakeholder groups, industry associations,

pumping operators and grease trap vendors to mitigate the impact of fats, oils and grease on the region's sanitary sewer system.

Richmond residents have had access to food scraps recycling services with the Green Cart Program since 2013, which helps reduce the amount of waste that would otherwise be discharged into the sanitary sewer. Through the Green Cart program, approximately 45,000 tonnes of food scraps and yard trimmings were collected. To facilitate grease reduction in the sanitary system, Richmond conducts the following activities:

- Provide Green Cart Program information in brochures, guides, and annual reports, as well as on City website and social media, which includes information on the impact of grease on the sewer system, as well as proper grease disposal techniques, noting that small amounts of grease and oil that can be absorbed by newspaper or paper towel should be recycled in the Green Cart.
- Promote proper disposal of cooking oil and grease through community outreach which includes recycling workshops, booths at community events, and recycling information sessions in multi-family buildings.
- Discourage the use of garburators as part of the Green Cart Program.
- Encourage drop-off options for oil and grease at the Recycling Depot which includes signage to simplify the drop-off process for residents.
- Launched a Multi-Family Grease Collection Pilot Program to collect grease from 934 residential units in 6 buildings, and assess impacts on the sanitary sewer system. Findings of this program are expected in the next reporting period.

#### **Metro Vancouver Waste Water Discharge Permit Process**

The City continues to participate in the Metro Vancouver sanitary sewer source control program by supporting the Metro Vancouver Waste Water Discharge Permit process.

#### **Rainwater Best Management Practices**

Richmond's Official Community Plan Bylaw No. 9000 – Schedule 1, Section 14.2.10, Development Permit Guidelines – Green Buildings and Sustainable Infrastructure, provides general direction in regards to the voluntary undertaking, where feasible, of green building and sustainable infrastructure to support City of Richmond sustainability objectives and help reduce the demand for energy and resources. Developers are encouraged to incorporate green roofs, bio-swales, infiltration and other best management practices throughout the building site to store rainwater, mitigate urban heat island effect, reduce heating and cooling loads, and reduce the impacts on City drainage systems.

Richmond's Integrated Rainwater Resource Management Strategy contains initiatives to strategically implement stormwater detention and rainwater re-use measures, and to encourage stormwater detention on private properties in order to reduce stormwater runoff. In addition, the strategy works to strengthen erosion and sediment control, and to encourage water quality improvements.

Richmond's Ecological Network Management Strategy (ENMS) was adopted in 2015 and provides the ecological blueprint for the City to protect, connect and enhance the natural and green spaces throughout Richmond and beyond. It is an opportunistic approach for managing and guiding decisions

regarding the city-wide system of natural areas and the ecosystem services they provide. It is designed to complement existing development processes and regulations in order to integrate ecological connectivity and health into all neighbourhoods and land-uses. The ENMS contains extensive actions and initiatives on the integration of rainwater Best Management Practices tailored to various land uses within the City. These include green infrastructure (e.g., rain gardens, swales, harvesting) development in parks and through planning processes, riparian corridor enhancements, and the review and update of bylaws.

### **Mitchell Island Environmental Stewardship Initiative**

In November 2021, the City of Richmond received an Environmental Managers Association Award for discharge control on Mitchell Island. Mitchell Island is an important industrial hub within the City of Richmond that is connected to the ecologically sensitive Fraser River through the City's drainage infrastructure. Persistent environmental concerns have been noted in the area and in response, Richmond has implemented a program to promote environmental stewardship among local business owners, to assess and monitor the health of the island environment, and to improve collaboration between staff and senior governments. The program has generated new levels of cooperation amongst stakeholders on Mitchell Island, and identified and mitigated numerous sources of Fraser River water contamination with a comprehensive stormwater sampling component. Many businesses, once made aware of their impacts, have been quick to install pollution mitigation infrastructure such as settling ponds, pH correcting technologies, impervious surfaces, and wheel washes, resulting in measurable improvements to island storm discharge water quality. In 2021 and 2022, murals were installed at two prominent locations communicating the importance of the environment to island businesses. The City additionally installed real-time water quality monitoring at one of the island outfalls collecting pH, conductivity and temperature data, and finished a study identifying potential green infrastructure opportunities on the island to improve stormwater quality.

### **Rain Barrel Program**

The City offers rain barrels to Richmond residents at subsidized prices.

### **Low-Flow Toilet Rebate Program**

The City offers a \$100 rebate to residents for replacing old toilets with new low-flush toilets to reduce waste volume through water conservation.

### **Water Meter Programs**

The City maintains an advanced water metering program to encourage water conservation. All commercial and industrial water use is metered. The Universal Water Metering program for all single-family properties has been completed by the end of 2017. The City initiated a volunteer water metering program for multi-family units in 2013. Resulting from this volunteer program, about 56% of the multi-family units in Richmond have been metered for water, and approximately 98% of metered multi-family complexes have saved money compared to the flat rate as of the end of 2022. In 2022, the City began

implementation of a mandatory universal multi-family metering program to further promote water conservation in these buildings.

Water metering provides customers increased rate equity compared to the flat rate and a tool to manage their costs, while consumption monitoring allows staff to identify leaks and system inefficiencies to minimize wastage. Since 2003, the City has managed to reduce total water consumption despite an overall 26% population increase. This is a strong indication that water conservation efforts to date have been effective in reducing water use and sewerage discharge correspondingly to minimize capital replacement needs.

The City continues to leverage its water meter infrastructure to further enhance customer service and water conservation strategies through a fixed based network. This advanced metering infrastructure provides staff with real-time consumption data that can help customers identify leaks, inform water consumption habits, and enhance revenue forecasting.

**Action 1.1.18** – Develop and implement inflow and infiltration management plans, using the Metro Vancouver template as a guide, to ensure wet weather inflow and infiltration volumes are within Metro Vancouver’s allowances as measured at Metro Vancouver’s flow metering stations (2012).

*Narrative 4: Summarize I&I management plans & list key actions resulting from plans in 2021-2022. If no work was initiated or undertaken for 2021-2022, then indicate “Same as the last reporting period: no changes”.*

Richmond monitors inflow and infiltration (I&I) at the catchment level through pump runtimes at sanitary pump stations. Automated pump runtime data collection has been set up through the SCADA network, and detailed pump runtimes are captured in data loggers that are manually downloaded to spreadsheets and subsequently converted to sanitary flow rates.

Richmond has installed pressure sensors at sanitary pump stations, and continues to install magnetic flow meters at new sanitary pump stations. In addition, rainfall sensors have been installed to more accurately identify the sanitary system response to rainfall events. In 2022, the City adopted a new methodology to analyze automated pump station data to help determine catchments with excessive I&I for further study. This new methodology is based on Metro Vancouver’s Envelope Method. The City will continue the analysis of automated pump station data and review of sanitary system response to rainfall events.

Richmond began CCTV inspections of its gravity sanitary sewers in 2002. By 2015, CCTV inspections have been completed for 100% of Richmond’s gravity sewers. A dynamic GIS layer was introduced in 2018, linking CCTV inspection videos to the asset management system, enhancing access to and documentation of inspection results and asset condition assessments. The CCTV inspection layer was leveraged for the next cycle of sanitary sewer CCTV inspections that started in 2016 and is underway.

**Attachment 1:**

a) I&I Mapping showing I&I rates for neighbourhoods where studies have been completed with before and after I&I (L/ha-d). Objectives to Illustrates catchment areas covered by I&I studies.

b) Transmit an electronic copy of GIS shape files for study catchment boundaries to Metro Vancouver.

**Action 1.1.19** – Enhance enforcement of sewer use bylaw prohibition against the unauthorized discharge of rainwater and groundwater to sanitary sewers (2010).

*Narrative 5: Summarize enforcement enhancements and process effort changes during 2021-2022. If no changes, then enter “Same as the last reporting period: no changes”.*

Table 5 Bylaws Regulating Discharges of Groundwater and Rainwater to Sanitary Sewers

Regulation or Bylaw No.	Date	Summary of Any Changes 2021-2022*
Flood Protection Bylaw No. 10426	Effective Date – January 1, 2023	Separated from and replace combined Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551 – no changes to regulations with respect to groundwater discharge.
Sanitary System Bylaw No. 10427	Effective Date – January 1, 2023	Separated from and replace combined Drainage, Dyke and Sanitary Sewer System Bylaw No. 7551 – no changes to regulations with respect to groundwater discharge.
Pollution Prevention and Clean-Up Bylaw No. 8475	Effective Date- October 13, 2009	No changes

\*if no changes, enter “no changes” in table.

**Action 1.1.20** – Update municipal bylaws to require on-site rainwater management sufficient to meet criteria established in municipal integrated stormwater plans or baseline region-wide criteria (2014).

*Narrative 6: Highlight and summarize any bylaw changes or development effort relating to stormwater management for 2021-2022. If no changes, indicate “Same as the last reporting period: no changes”.*

**The region wide baseline has been approved by the Board for use by Municipalities and ISMP's should be in implementation phase. Please list below the bylaws requiring on-site stormwater management per this action.**

Same as the last reporting period: no changes.

Table 6 Bylaws Related to On-site Stormwater Management

Related Stormwater Bylaws	Changes to On-Site Stormwater Management Target/Objectives (2021-2022)*
Green Roofs & Other Options Involving Industrial & Office Buildings Outside the City Centre Bylaw No. 8385	No changes
Official Community Plan Bylaw No. 9000	No changes regarding on-site stormwater management
Pollution Prevention and Clean-Up Bylaw No. 8475	No changes

\*If no changes, enter "no changes" in the table.

**Action 1.1.21** – Update municipal utility design standards and neighbourhood design guidelines to enable and encourage on-site rainwater management (2014).

*Narrative 7: Highlight and summarize changes for 2021-2022 to utility design standards and neighbourhood design guidelines in relation to on-site rainwater management. If no changes were made or processes initiated, then indicate "Same as the 2019-2020 reporting period: no changes".*

Same as the last reporting period: no changes.

Table 7 Municipal Standards, Guidelines and Policy Changes Related to On-site Stormwater Management

Name of Standard, Guideline or Policy	Changes for 2021-2022
City of Richmond Engineering Design Specifications	No changes with respect to rainwater management.
City of Richmond Integrated Rainwater Resource Management Strategy	No changes with respect to rainwater management.
City of Richmond Ecological Network Management Strategy	No changes with respect to rainwater management.
Mitchell Island Environmental Stewardship Initiative	No changes

\*Summarize any changes from the last report (if no changes, enter "No changes"). Otherwise, briefly summarize if a new bylaw.

**Action 1.2.5** – Work with Metro Vancouver to develop and implement municipal-regional sanitary overflow management plans as set out in 1.2.4 (2013).

*Narrative 8: Summarize development of any municipal sanitary overflow management plans for 2021-2022. Highlight any specific examples. If no new plans developed, then indicate "Same as the last reporting period: no changes".*

Same as the last reporting period: no changes.

The City has a large number of small sanitary catchments due to Richmond's flat topography and high water table. Each catchment is serviced by a gravity collection system that feeds a dedicated pump station. In the event of a pump station failure, the flat nature of catchment topography facilitates utilization of the entire gravity collection system as short-term storage. For longer failures, the relatively small size of each gravity catchment maintains sanitary flows at a rate that can be serviced by tanker trucks.

The City also maintains a fleet of standby generators to maintain pump station operation during power failure. Larger stations include dedicated generator facilities, and all new pump stations in high-density development areas include dedicated emergency generators.

**Action 1.2.6** – Burnaby, New Westminster and Vancouver will work with Metro Vancouver to give effect to 1.2.2 and, specifically, implement plans to prevent combined sewer overflows by 2050 for the Vancouver Sewerage Area and 2075 for the Fraser Sewerage Area and separate combined sewers at an average rate of 1% and 1.5% of the system per year in the Vancouver Sewerage Area and Fraser Sewerage Area respectively (*Ongoing*).

*Narrative 9: Highlight and summarize progress on the prevention of CSOs and the separation of combined sewers for 2021-2022.*

Not applicable as there are no combined sewers in Richmond.

*Attachment 2:*

- a) Mapping showing where sewer separation work occurred in 2021-2022*
- b) GIS shape files of the locations where sewer separation occurred in 2021-2022 for composite mapping*
- c) GIS shape files of catchments of remaining combined sewer catchments as of December 31, 2022 (if separated catchments discharge to combined sewers, code the separated catchments as "separated").*

**Action 1.3.11** – Develop and implement operational plans for municipal sewerage facilities to ensure infrastructure reliability and optimal performance (*Ongoing*).

*Narrative 10: Discuss approaches and strategies applied in 2021-2022 that address risks (i.e. regular maintenance, SCADA, monitoring, protocols, identified redundancies/contingencies). If these are the same as the previous reporting period, then indicate "no changes", or if only minor changes, enter appropriate text similar to "Same as the last reporting period except for..."*

Same as the last reporting period: no changes.

Richmond has an ongoing Ageing Infrastructure replacement program with dedicated funding from the Sanitary Sewer Utility that maintains the sanitary system in an appropriate operating condition.

The City has a SCADA monitoring system for its 153 sanitary pump stations that identifies and records various alarm states and operational data.

New pump stations include a duplex pump configuration to provide system redundancy.

Richmond has a gradual sanitary pump station start-up procedure to minimize stress on the sanitary pressure system after BC Hydro power failure events. High volume and critical sanitary pump stations have standby generator provisions in place to minimize the impact of power failure.

Pump stations are inspected and cleaned on a regular basis.

The second cycle of CCTV inspection of Richmond's gravity collection system since the adoption of the ILWMP is underway in part to support ongoing CCTV inspection and remediation programs for pipelines with chronic issues.

Richmond maintains a spare equipment and materials inventory (including pumps, pipes, valves, etc.) for unplanned maintenance and emergency events.

Richmond has an on-going grease monitoring and cleaning program to maintain gravity sanitary sewers and pump stations in good operating conditions. Richmond has a number of source control programs and initiatives to reduce the amount of grease introduced to the sanitary system.

Richmond's fleet includes tanker trucks and Richmond has a standing agreement with McRae's Environmental Services Ltd. for additional tanker resources to supplement the City's fleet when required. The City opportunistically installs forcemain access points to minimize public impacts, costs and logistics of tanker resources.

**Action 1.3.12** – Work with Metro Vancouver to develop and implement emergency sanitary sewer overflow plans including contingency plans to minimize impacts of unavoidable sanitary sewer overflows resulting from extreme weather, system failures or unusual events  
(Ongoing).

*Narrative 8: Identify any emergency procedures & protocols developed for 2021-2022. If these are the same as the previous reporting period, then indicate "Same as the last reporting period: no changes", or if only minor changes, enter appropriate text similar to "Same as the last reporting period except for..."*

Richmond does not have any combined sewer systems and chronic sanitary sewer overflow issues due to weather or rainfall. During the 2021-2022 reporting period, Richmond experienced two sanitary

sewer overflow events related to the sanitary pump stations during the wet season. These overflow events were related to the significant atmospheric river event on November 15, 2021, and were caused by connection of site drainage to the station's wet well. Richmond crews responded to the overflow events promptly, and completed the design work to eliminate such drainage connections into the sanitary system in 2022. Construction of this work is planned to start in early 2023.

There have been no changes to the emergency management plan, procedures, and protocols outlined for the 2020-2021 reporting period as Richmond does not typically experience SSO's.

**Attachment 3:**

*Map and GIS data showing location of emergency municipal overflows (unless there are updates, this information should have already been provided through a separate request through the REAC LWSC as well as in the 2019-2020 reporting). If already provided, please indicated so.*

**Action 1.3.13** – Work with private marina operators, Ministry of Environment and Environment Canada to develop and implement regulations to ensure all new marinas and marinas where planned renovations exceed 50% of the assessed existing improvements value have pleasure craft pump-out facilities (*Ongoing*).

Table 8 Bylaws and Regulations Requiring Pleasure Craft Pump-out Facilities at Marinas

Regulation Process or Bylaw*	Date*
Public Health Protection Bylaw No. 6989, Subdivision Two – Marina Health and Safety Regulation	Effective Date – March 13, 2000

\* If these are the same as the previous reporting period 2019-2020, then indicate "Same as the last reporting period: no changes".

**Action 1.3.14** – Require all pleasure craft pump-out facilities to connect to a municipal sanitary sewerage system or a provincially permitted on-site treatment and disposal system or have established enforceable protocols for transporting liquid waste for disposal at a permitted liquid waste management facility (*Ongoing*).

**Narrative 11:** *Describe any additional regulations and the number of on-site treatment systems required/installed during the reporting period 2021-2022. If these are the same as the previous reporting period 2019-2020, then indicate "Same as the last reporting period: no changes".*

Same as the last reporting period: no changes.

**Action 1.3.15** – Continue existing municipal odour control programs and implement new programs for targeted municipal sewer facilities (*Ongoing, see Action 3.3.4*).

*Narrative 12: Summarize existing municipal odour control programs and the implementation of new programs for targeted municipal sewer facilities for the reporting period 2021-2022. If these are the same as the previous reporting period 2019-2020 then indicate "Same as the 2019-2020 reporting period: no changes", or if only minor changes, enter appropriate text similar to "Same as the 2019-2020 reporting period except for..."*

Same as the 2021-2022 reporting period: no changes.

Odour is primarily controlled through appropriate design and maintenance of the City's sanitary system. This includes designing pump stations and conveyance infrastructure to minimize sewerage residence time and turbulence, maintaining a closed system, and completing regular maintenance and cleaning of the system to ensure the system is operating properly. These measures are standard practice within the region and are an effective approach for managing odour in a system of the City's scale. Odour complaints received from the public are actively investigated and addressed by City staff.

*Attachment 4:*

- a) 2021-2022 map showing odour control facilities & locations of complaints (different than facility)*
- b) GIS shape files for the odour facility and complaint mapping to allow for development of composite mapping*

**Action 1.3.16** – Develop and implement air emissions management programs for standby power generators at municipal sewer pump stations (*2016*).

*Narrative 13: Summarize air emissions management programs for standby power generators at municipal sewer pump stations. If these are the same as the previous reporting period 2019-2020, then indicate "Same as the last reporting period: no changes", or if only minor changes, enter appropriate text similar to "Same as the last reporting period except for..." This action should be complete by now.*

**Notes:** Metro Vancouver developed "Specifications for New Diesel Powered Vehicles & Equipment" as part of its green procurement process (details were previously shared with the REAC-LWS and are available from MV).

Same as the last reporting period, except the City is currently evaluating electric options suitable for pump station use.

Sanitary pump station standby generators are exempt from Metro Vancouver's Non-Road Diesel Engine Emission Regulation Bylaw 1329 falling under emergency engine requirements. Inventory replacements still meet the highest regulatory requirements to minimize emissions.

**Action 1.3.17** – Develop and implement programs to reduce greenhouse gas emissions from municipal liquid waste management systems to help achieve federal, provincial and municipal greenhouse gas targets (*Ongoing, see Action 3.1.5*).

*Narrative 14: Summarize air emissions management programs for standby power generators at municipal sewer pump stations. If these are the same as the previous reporting period 2019-2020, then indicate "Same as the last reporting period: no changes", or if only minor changes, enter appropriate text similar to "Same as the last reporting period except for..."*

Richmond is continuing to work with Metro Vancouver to implement a sewer heat recovery system on the Gilbert Trunk Sewer as part of the City Centre District Energy Utility (CCDEU). At full build-out, this project will result in an estimated annual reduction of over 9,000 tonnes of CO<sub>2</sub>e GHG emissions. Lulu Island Energy Company Inc. (LIEC), a City-owned corporation that manages district energy initiatives on behalf of the City, in partnership with Corix Utilities Inc., provides thermal energy services to developments within the Oval Village and City Centre service areas. To date, over 4,100,000 ft<sup>2</sup> (270,000 m<sup>2</sup>) of floor space is connected to the CCDEU system.

In September 2022, LIEC, Corix Infrastructure Inc., and The Canada Infrastructure Bank (CIB) achieved financial close on a 30-year expansion project for the City Centre service area, including up to \$175 Million in financing from CIB. This will enable expansion to more than 170 new residential and mixed-use commercial development sites in the area by 2050, using low-carbon heat recovered from the Gilbert Road regional sewer system as the primary thermal energy source. By full build-out, the project is expected to reduce greenhouse gas emissions by one million tonnes by 2050, with the amount of connected space to the district energy system increasing 10 fold to approximately 50 million square feet.

The City is continuing to assess potential for cost-effective implementation of smaller-scale "micro" sewer heat recover plants, which could provide heating and/or cooling for a smaller-scale stand-alone developments, or act as an ancillary heating input to the City's large District Energy networks.

**Action 3.1.6 –** Assess the performance and condition of municipal sewerage systems by: (a) inspecting municipal sanitary sewers on a twenty year cycle, (b) maintaining current maps of sewerage inspection, condition and repairs, and (c) using the Metro Vancouver “Sewer Condition Report, November 2002” as a guide to ensure a consistent approach to sewer system evaluation and reporting (*Ongoing*).

*Narrative 15: Summarize key progress on the assessment and condition of municipal sewerage system for 2021-2022. If these are no changes since the previous reporting period 2019-2020, then indicate “Same as the last reporting period: no changes”.*

Same as the last reporting period: no changes.

Sanitary Pump Station condition assessments for 153 pump stations, phase 1 of 2, consisting 50 pump stations, were completed in 2021. Phase 2, consisting of the remaining 103 pump stations, would be completed by next reporting period.

The next cycle of municipal sanitary sewer inspection is underway; refer to table 10 for progress summary.

*Attachment 5:*

- a) A map showing sewerage system CCTV inspection for 2021-2022 and the other areas of CCTV inspection work in a different colour over the previous 22 years (2000-2022).*
- b) A map showing any sewer replacement /rehabilitation work for 2021-2022 as part of either asset management or capacity upgrades. Indicate whether the work is for upgrades or maintenance.*

**Action 3.1.8 –** Develop and implement asset management plans targeting a 100 year replacement of rehabilitation cycle for municipal sewerage infrastructure and provide copies of such plans to Metro Vancouver (2014).

*Narrative 16: Summarize key progress or accomplishments on the development of asset management plans for municipal sewerage infrastructure for 2021-2022.*

Richmond has an ongoing Ageing Infrastructure Replacement Program with dedicated funding from the Sanitary Sewer Utility that maintains the sanitary system in an appropriate operating condition. Staff report to City Council on a regular basis regarding the status of the program, including current infrastructure status, long-term funding requirements and funding gaps if they exist. The 2022 program update identified a long-term, sustainable capital requirement of \$12.2M and an annual budget of \$5.8M. As part of the 2023 Utility Budgets and Rates process, Council endorsed an increase in funding for annual sanitary capital upgrades from \$5.8M to 6.3M.

The City updated both sanitary and drainage models in 2021 and 2022, respectively, to help guide planning and development for sewer upgrades, replacement, and rehabilitation works.

*Attachment 6:*

- a) *Titles of any completed asset [replacement] management plans (author, date, title, and publisher) for 2021-2022.*

*Milton Chan, P.Eng., June 8, 2022, Ageing Utility and Road Infrastructure Planning – 2022 Update, City of Richmond (REDMS 6985055)*

*Ivy Wong, November 16, 2022, Proposed 2023 Capital Budget, City of Richmond (<https://www.richmond.ca/cityhall/finance/reporting/fiveyear.htm>)*

- b) *John Irving, P.Eng., MPA, Jerry Chong, CPA, CA, October 18, 2022, 2023 Utility Budgets and Rates, City of Richmond ([http://citycouncil.richmond.ca/shared/assets/2023 Utility Budgets and Rates65805.pdf](http://citycouncil.richmond.ca/shared/assets/2023%20Utility%20Budgets%20and%20Rates65805.pdf))*

- c) *Completed annual PSAP 3150 reporting on asset values for 2021-2022. Completed annual reporting of tangible capital assets in the 2021 financial statements in accordance with PSAB 3150.*

- d) *Colour coded map showing age of the sewerage system (i.e.: <1900, 1901-1925, 1926-1950, 1951-1975, 1976-2000, >2001) updated to show any changes made in 2021-2022. If no changes, please indicate so and the mapping prepared for the 2021-2022 reporting period will be used.*

**Action 3.2.4 –** Undertake a tri-annual internal audit of best practices of one municipal liquid waste management sub-program in each municipality to identify opportunities for innovation and improvements (*Triennially*).

*Narrative 17: Summarize key findings from the tri-annual internal audit (starting in 2013).*

### **Ageing Infrastructure Planning Program**

In 2022, Richmond conducted an update on the Ageing Infrastructure Planning Program, which included reconciling current inventory, reviewing the evolving theory on infrastructure service life, and updating infrastructure replacement pricing.

This report identified the following key findings:

- Infrastructure replacement costs continue to increase due to inflation, environmental requirements and pump station complexity.
- Development facilitates significant infrastructure replacement, having a positive impact on the City's overall ageing infrastructure picture. However, development is subject to external factors, such as the economy, and does not always coincide with infrastructure that is beyond its useful life. Therefore, development is not considered a sustainable resource for ageing infrastructure replacement.
- The long-term, sustainable capital requirement is \$12.2M for the sanitary utility. The current budget for 2023 is \$6.3M. Closing the funding gap is achievable through the annual budgeting process.

**Action 3.3.6** – In collaboration with Metro Vancouver, estimate and document the greenhouse gas emissions and odours associated with the operation of the municipal and regional liquid waste management systems (2014).

*Narrative 18: Summarize the estimate of greenhouse gas emissions associated with the operation of municipal and regional liquid waste management systems. Odour control and mapping are being reported under Action 1.3.15.*

The estimated total emissions due to electricity use at sanitary pump stations and sanitary fleet fuel use for operational tasks:

Year	BioCO <sub>2</sub> (tonnes)	CO <sub>2</sub> e (tonnes)
2021	29.3	145.6
2022	36.9	144.5

**Action 3.3.7** – Estimate and report on the frequency, location and volume of sewerage overflows from municipal combined and sanitary sewers, and where feasible identify and address the probable causes (Ongoing).

*Narrative 19: Summarize and highlight any important details and/or action plans relating to managing wet weather SSOs, CSOs and dry & wet weather SSOs during the period 2021-2022. If no changes since 2019-2020, then indicate "Same as the last reporting period: no changes".*

*For each CSO location, in a table indicated estimated volumes & number of occurrences (this will have been prepared for EC WSER reporting but is also required by the LWMP).*

Richmond does not have combined sewers and have no CSO's. One wet weather SSO occurred. The cause was identified as a cross-connection between the drainage and sanitary sewer system at the

Edgemere sanitary pump station. Design work to eliminate this cross connection has commenced, with construction to take place in early 2023.

*Attachment 7:*

- a) Provide (if not already provided) GIS shape files which have the locations of the CSO outfalls for purposes of summary mapping (should already be reported under WSER).*
- b) Provide GIS shape files or coordinates for the locations of wet & dry weather SSOs for each year (indicate which is dry/wet and year). Include SSO dates and estimated volume.*

**Action 3.3.8** – Maintain and, if necessary, expand the existing municipal sewer flow and sewer level monitoring network (*Ongoing*).

*Narrative 20: Summarize and highlight any changes to the existing municipal sewer flow & sewer level monitoring network for 2021-2022 (if no changes, then indicate “Same as the last reporting period: no changes”).*

Same as the last reporting period: no changes.

The City has a SCADA monitoring system for its 153 sanitary pump stations that identifies and records various alarm states and operational data, including automated pump runtime data that are used to calculate sanitary flow rates. This system is monitored on a 24/7 basis by City staff, with staff on-call at all times to respond to any incidents in a timely manner.

*Attachment 8:*

- a) Map and GIS coordinates showing locations of active municipal sewer flow/level monitors for the reporting period 2021-2022 (indicate whether permanent or temporary)*

**Action 3.4.4** – In collaboration with Metro Vancouver and the Integrated Partnership for Regional Emergency Management (IPREM), develop emergency management strategies and response plans for municipal and regional wastewater collection and treatment systems (2015).

*Narrative 21: Summarize any work on emergency management strategies and response plans for municipal & regional wastewater collection and treatment systems in 2021-2022.*

The City maintains an inventory of portable diesel standby power generators on trailers. These generators are intended to provide back-up power for sanitary and drainage pump stations in the event of emergency power failures, and is the primary response plan for stations that do not have built-in generators. Built-in backup generators are incorporated into new or upgraded stations constructed within City Centre where possible.

The City is investigating resilience systems for sanitary pump stations focused on onsite energy generation, reducing the City's reliance on diesel generators for back-up power. This project is ongoing and currently in its design stage.

**Action 3.4.5 –** Adapt infrastructure and operations to address risks and long-term needs (*Ongoing*).

*Narrative 22: Summarize any key initiatives that support the adaptation of infrastructure & operations to address risks and long term needs (e.g. climate change, sea level rise, seismic risk, demographic growth, etc...). If no change from 2019-2020, then indicate, "Same as the last reporting period: no changes".*

Richmond's Flood Protection Management Strategy identifies climate change issues and provides high-level guidance on the City's flood mitigation improvements. A key component of the Flood Protection Management Strategy is the Dike Master Plan, which guides the City's dike raising efforts. The plan is being completed in multiple phases, each identifying dike upgrade options and recommendations for different areas throughout the City. In 2022, staff have completed a draft of Dike Master Plan Phase 4 for the purposes of public and stakeholder engagement. The engagement process is underway, and the plan is intended to be finalized in 2023.

The City is continuing to implement flood protection upgrades, improving seismic resilience and preparing the City for climate change. Two drainage pump stations and 1.9 km of dikes have been upgraded during the 2021 to 2022 reporting period.

**Action 3.4.6 –** Ensure liquid waste infrastructure and services are provided in accordance with the Regional Growth Strategy and coordinated with municipal Official Community Plans (*Ongoing*).

*Attachment 9:*

- a) *If not already provided, provide updated GIS shape files of the municipal sanitary sewer network, including manholes, pump stations, pipe diameters for the municipal sewer system. Please indicate what changes have been made for 2021-2022.*

**NOTE:** *This information is part of the routine information provided to Metro Vancouver every two years in response to municipal obligations under the GVS&DD Act. This information will be used to update Metro Vancouver's GIS database. If this information is open-source and already available online, please just indicate that it is available online and is open-source.*

**Action 3.4.7 –** Develop and implement integrated stormwater management plans at the watershed scale that integrate with land use to manage rainwater runoff (2014).

*Narrative 23: Summarize and highlight key initiatives relating to the development and implementation of the integrated stormwater management plans **for each watershed/ISMP area**.*

**NOTE:** Format and content should be similar to the reporting provided in previous Interim Reports for the Integrated Liquid Waste and Resource Management Plan. See:

[http://www.metrovancouver.org/services/liquid-waste/LiquidWastePublications/LWMP\\_2022\\_Interim\\_Report-Status\\_SSO\\_ISMP.pdf](http://www.metrovancouver.org/services/liquid-waste/LiquidWastePublications/LWMP_2022_Interim_Report-Status_SSO_ISMP.pdf)

Same as the last reporting period: no changes.

Attachment 10:

- a) GIS shape files showing the ISMP boundaries and their status: Development Phase= Yellow; Implementation Phase = Light Green; Completed Phase = Dark Green. Add ISMPs still to start development as outlined only).

**NOTE:** The ISMPs will be summarized and mapped similar to the Biennial and Interim Reports.

**Action 3.5.8 –** Biennially produce a progress report on plan implementation for distribution to the Ministry of the Environment that: (a) summarizes progress from the previous two years on plan implementation for all municipal actions, including the status of the performance measures, (b) includes summaries and budget estimates for proposed LWMP implementation programs for the subsequent two calendar years (July 1<sup>st</sup> biennially).

*List budget estimates for the LWMP implementation programs and subsequent two years beyond biennial report (from the 5-year plan)*

Table 9 Summary of LWMP Implementation Budgets and Forecasts

LWMP Implementation Action	Details/Notes	Budget			
		2021	2022	2023*	2024*
Sanitary Sewer Capital Program	Includes pump station replacement, gravity sewer and forcemain replacement, and sanitary rehabilitation works	\$3.6M	\$4.3M	\$3.9M	\$3.3M
Development Projects (Servicing Agreements)		\$0.5M	\$2.0M	Unknown	Unknown

\* Subject to council approval

*Action 3.5.9 – This reporting is an annual requirement. In the year of the biennial report, this action is covered off by municipal reporting on 3.4.7 & 3.3.7. In other years this addressed through the Interim Report. This municipal reporting is summarized regionally by Metro Vancouver under its Action 3.5.6.*

**Note:** *The Interim Report: 2022 was submitted to the Ministry of Environment in February 2022. There is nothing to add in this section.*

**Ministerial Condition 2** – Member municipalities are strongly encouraged to business case and/or implement residential water metering programs and to consider municipal rebate programs for water efficient fixtures and appliances to reduce potable water use.

*Narrative 24: Discuss initiatives that evaluate/support water metering and rebate programs to water fixtures and appliances*

Richmond has comprehensive water meter programs for both residential and commercial properties. All single-family, industrial, commercial, and farm properties in Richmond are metered. In 2017, Richmond completed implementation of universal water metering for all single-family properties. The City initiated a volunteer water metering program for multi-family complexes in 2013, and began implementation of a mandatory universal multi-family metering program for multi-family complexes in 2022. As of the end of 2022, about 56% of multi-family properties have been metered in Richmond.

To complement these water meter programs, Richmond provides metered customers with free water conservation kits, which include low-flow showerheads, faucet aerators, toilet fill cycle diverters, toilet leak detection tablets, and educational water conservation tools. In addition, Richmond offers a \$100 rebate to residents for replacing old toilets with new low-flush toilets, and subsidizes rain barrels to collect and store water for outdoor use. By the end of 2022, a total of 10,853 toilet rebates and 2,296 rain barrels have been issued to Richmond residents. Richmond also partnered with BC Hydro between 2014 and 2020 to offer \$100 rebates for high-efficiency clothes washer replacements. By the end of this program in 2020, the City has issued 1,369 rebates to Richmond residents.

**Ministerial Condition 3** – Metro Vancouver, in partnership with member municipalities, is encouraged to pursue a region-wide water conservation program targeting the industrial, commercial, institutional and agricultural sectors as part of its new Drinking Water Management Plan. Remaining municipalities in the region that have not implemented metering for these sectors are encouraged to do so.

*Narrative 25: Summarize whether any new municipal water metering policies or programs were introduced in 2021-2022 that address this action. If no changes, then indicate, "Same as the last reporting period: no changes".*

Same as the last reporting period: no changes.

Industrial, commercial, and institutional (ICI) sector is fully metered. In addition, the City works closely with the agricultural industry to provide non-potable water for irrigation through watercourses. Select drainage pump stations also include features that allow the agricultural community to draw water in from the Fraser River to conserve significant amounts of drinking water. Same as the last reporting period: no changes.

**Ministerial Condition 7** – Member municipalities will, with MV planning and coordination, and to the satisfaction of the Regional Manager, develop a coordinated program to monitor stormwater and assess and report the implementation and effectiveness of Integrated Storm Water Management Plans (ISMPs). The program will use a weight-of-evidence performance measurement approach and will report out in the Biennial Report. The Regional Manager may extend the deadline for completion of ISMP by municipalities from 2014 to 2016 if satisfied that the assessment program could result in improvement of ISMP and protect stream health.

*Narrative 26: Quote relevant OCP sections addressing stormwater, stream health and their consideration of ISMPs.*

*Given the ISMP deadline requirement, please indicate any ISMPs in development but not completed by the end of 2022.*

The Integrated Rainwater Resource Management Strategy (IRRMS) sampling program for water quality parameters was implemented in 2018, 2020, and 2022. Nine pump stations sample locations are regularly selected to be representative of the majority of Richmond stormwater discharge flow volume. Five samples are collected within 30 days in both the wet and dry seasons and analyzed for general water quality physical parameters (pH, temperature, total suspended solids, turbidity, conductivity) microbial indicators (fecal coliforms and E.coli) nutrients (nitrate) and select metals (total iron, cadmium, copper, lead, and zinc). Richmond stormwater generally has elevated levels of all of these parameters due its slow moving, bog ecosystem with abundant wildlife. Staff regularly use this stormwater quality data to inform stormwater planning, identify potential areas for stormwater source control outreach, and to determine pre-existing conditions in the event of a potential spill to the environment.

*Attachment 11:*

- a) *Monitoring results per watershed (as per ISMP Monitoring and Adaptive Management Framework endorsed by the Ministry of Environment and Climate Change Strategy)*

Monitoring results for the 2021-2022 period will be available by Q2 2023

*b) A map plus the GIS shape files/coordinates showing the location of monitoring sites*

**Ministerial Condition 9** – The ILWRMP has a goal of protecting public health and the environment. In keeping with this goal and to ensure alignment with other national, provincial and regional initiatives, Metro Vancouver and member municipalities are encouraged to: (a) Have a local land use planning consider the direction provided by the ISMPs, (b) Consider how the degree, type and location of development within a drainage can affect the long-term health of the watershed, (c) Consider how to protect the stream, including the riparian areas that exert an influence on the stream, from long-term cumulative impacts and (d) Use scenarios and forecasting to systematically consider environmental consequences/benefits of different land use approaches prior to build-out (for example, Alternative Future type approaches).

*Narrative 27: Please describe any changes to how you have used proactive planning processes as listed in Ministerial Condition 9 for 2021-2022 and provide examples. If there are no changes since 2019-2020, then indicate: "Same as the last reporting period: no changes".*

The strategies identified in the IRRMS are consistent with actions identified within the City's Ecological Network Management Strategy (ENMS), adopted by Council in 2015, and submitted in the 2015-2016 reporting period. Through the ENMS, the City has identified an interconnected network of natural and semi-natural areas across Richmond's landscape to protect, connect and restore. These natural areas include green infrastructure that provides essential ecosystems services related to stormwater management. Additional Actions under the ENMS related to Ministerial condition 9 in this reporting period include:

- Established in 1971, Canadian Environment Week celebrates Canada's environmental accomplishments and encourages Canadians to contribute to conserving and protecting their environment. In June 2022, the City's social media platforms communicated ways Richmond residents can prevent pollution for this week.
- In 2021 and 2022, the City commissioned a study by Kerr Wood Leidal (KWL) to identify green infrastructure solutions to improve water quality on Mitchell Island.
- In 2021 and 2022, the City regularly participated in regional Spill Response training and planning exercises. These training sessions helped to ensure the City was able to effectively identify and respond to spills to the environment. Additionally, internal staff training was provided to dispatch personnel to ensure the proper acceptance of calls from the public regarding spills to the environment.
- In 2021, the City developed an informational handout for industrial businesses on Mitchell Island, informing them on how to effectively report environmental issues to the applicable response agency.

- In partnership with the BC Ministry of Forests, the City of Richmond has been managing one of three infestations of Brazilian elodea (*Egeria densa*) in the province. Brazilian elodea is one of the most aggressive invasive aquatic aquarium trade species globally and can heavily impact drainage infrastructure, reducing water capacity and flow, as well as impacting native aquatic flora and fauna. The City has utilized novel control methods, such as diver-assisted suction dredging and water level manipulation, to achieve management targets. In 2021, after a four-year management program, no elodea was identified in the impacted water bodies. Much of the area has naturalized without intervention, and the project has moved into a monitoring phase to identify any regrowth.

*Attachment 12:*

- a) *Map showing any 2021-2022 changes to protected riparian areas & possible stream classifications. If no changes, then this figure is not required.*

**Municipal Progress Summary Table**

*The summary table is the same format at pervious Biennial Report. The columns "Dec 31st2020" from the previous Biennial Report plus "Additions/Changes" should add to equal the "Dec 2022" Total.*

**Table 10 Summary of Municipal Progress 2021-2022**

Description	Unit	Total as of Dec 31 <sup>st</sup> , 2020	Additions & Changes	Total as of Dec 31 <sup>st</sup> , 2022
<b>1. Municipal Sewer System Inventory</b>				
a. Sanitary Gravity Sewers	m	468,880	1,170	470,050
b. Sanitary Services (Connections)	ea.	31,605	-13	31,592
c. Sanitary Force mains	m	95,850*	0	95,850
<b>2. Combined Sewer System Inventory</b>				
a. Total Combined Sewers	m	n/a	n/a	n/a
b. Combined Services (Connections)	ea.	n/a	n/a	n/a
c. Combined Sewers Separated	m	n/a	n/a	n/a
d. Percentage of total system separated	%	n/a	n/a	n/a
<b>3. Sanitary Sewer System Evaluation Program **</b>				
a. Sanitary Sewers Video Inspected	m	41,511	30,865	72,376
b. Percentage of Entire Municipal Sewer System Dye & Smoke Tested	%	0.0	0.0	0.0
c. Percentage of Entire Municipal Sewer System Video Inspected	%	7.3	5.5	12.8
d. Percentage of Entire Municipal Sewer System Structurally Rated	%	7.3	5.5	12.8
<b>4. Sewer System Rehabilitation</b>				
a. Total Length of Sewers Rehabilitated	m	2,584	n/a	2,584
b. Total Length of Sewers Replaced/Capacity Upgraded	m	19,657	1,740	21,397
c. Total Number of Service Laterals Rehabilitated	ea.	54	7	61
d. Number of Structurally Repaired Manholes/Cleanouts	ea.	5,043	1,598	6,641
e. Number of Cross-Connections Corrected	ea.	11	n/a	11
<b>5. Sanitary Sewer Overflows</b>				
a. Total Number of Reported Dry Weather SSOs	ea.	0	0	0
b. Total Number of Reported Wet Weather SSOs	ea.	0	1	1

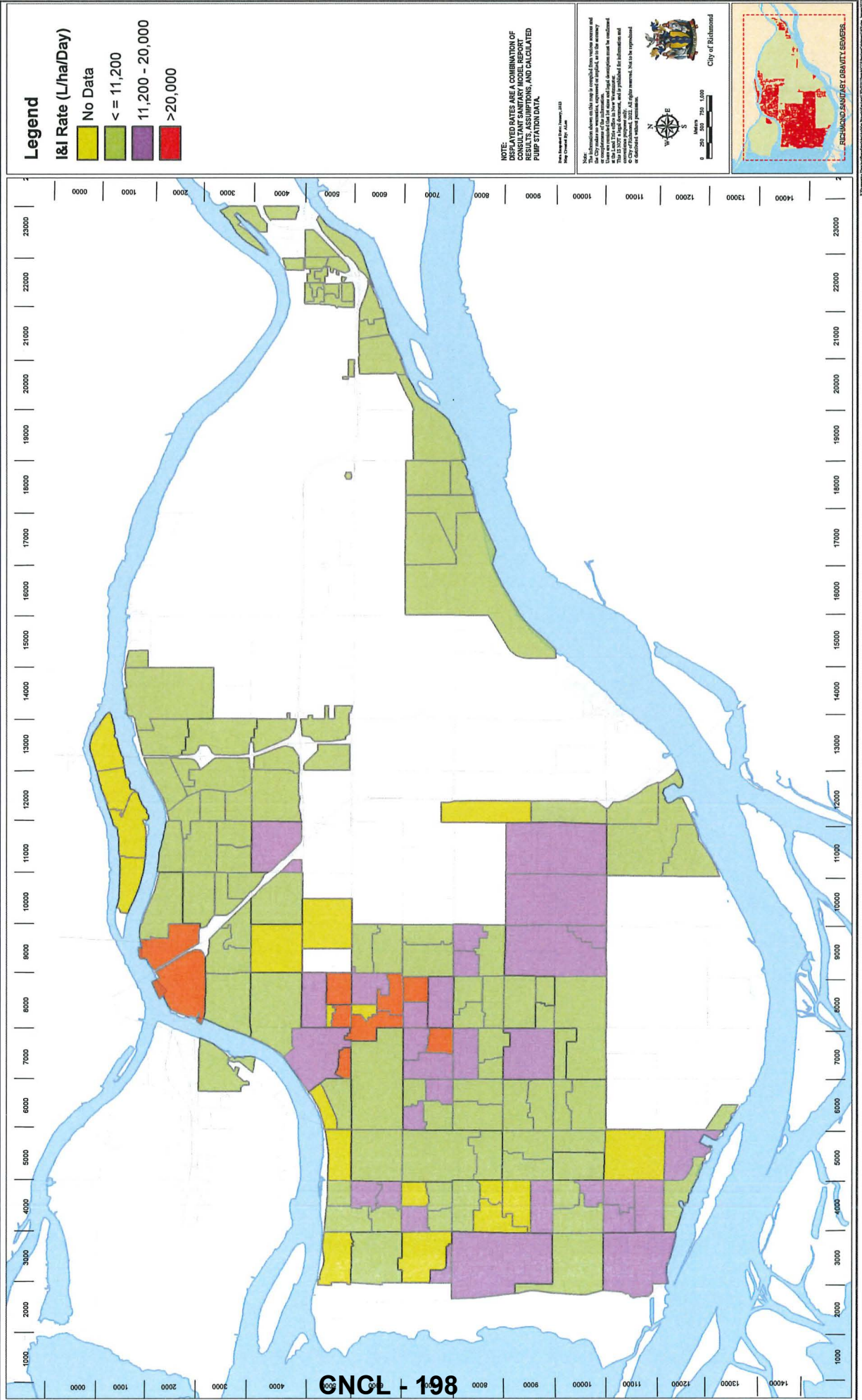
Description	Unit	Total as of Dec 31 <sup>st</sup> , 2020	Additions & Changes	Total as of Dec 31 <sup>st</sup> , 2022
c. Number of Breakdowns from Failures	ea.	147	10	157
<b>6. Greenhouse Gas Emissions</b>				
a. CO <sub>2</sub> emission reduction from sewer system	kg CO <sub>2</sub>	n/a	n/a	n/a
<b>7. Summary of Costs</b>		<b>2021</b>	<b>2022</b>	<b>Total</b>
a. Sanitary Sewer Condition Evaluation Program		\$0.6M	\$0.1M***	\$0.7M
b. Combined Sewer Separation Program		n/a	n/a	n/a
c. Sewer System Rehabilitation Program		\$3.6M	\$4.2M	\$7.8M
d. CO <sub>2</sub> Reduction Program		0	0	0
e. ISMP Implementation		n/a	n/a	n/a
f. Total Cost for the Biennial Period		\$4.2M	\$4.3M	\$8.5M

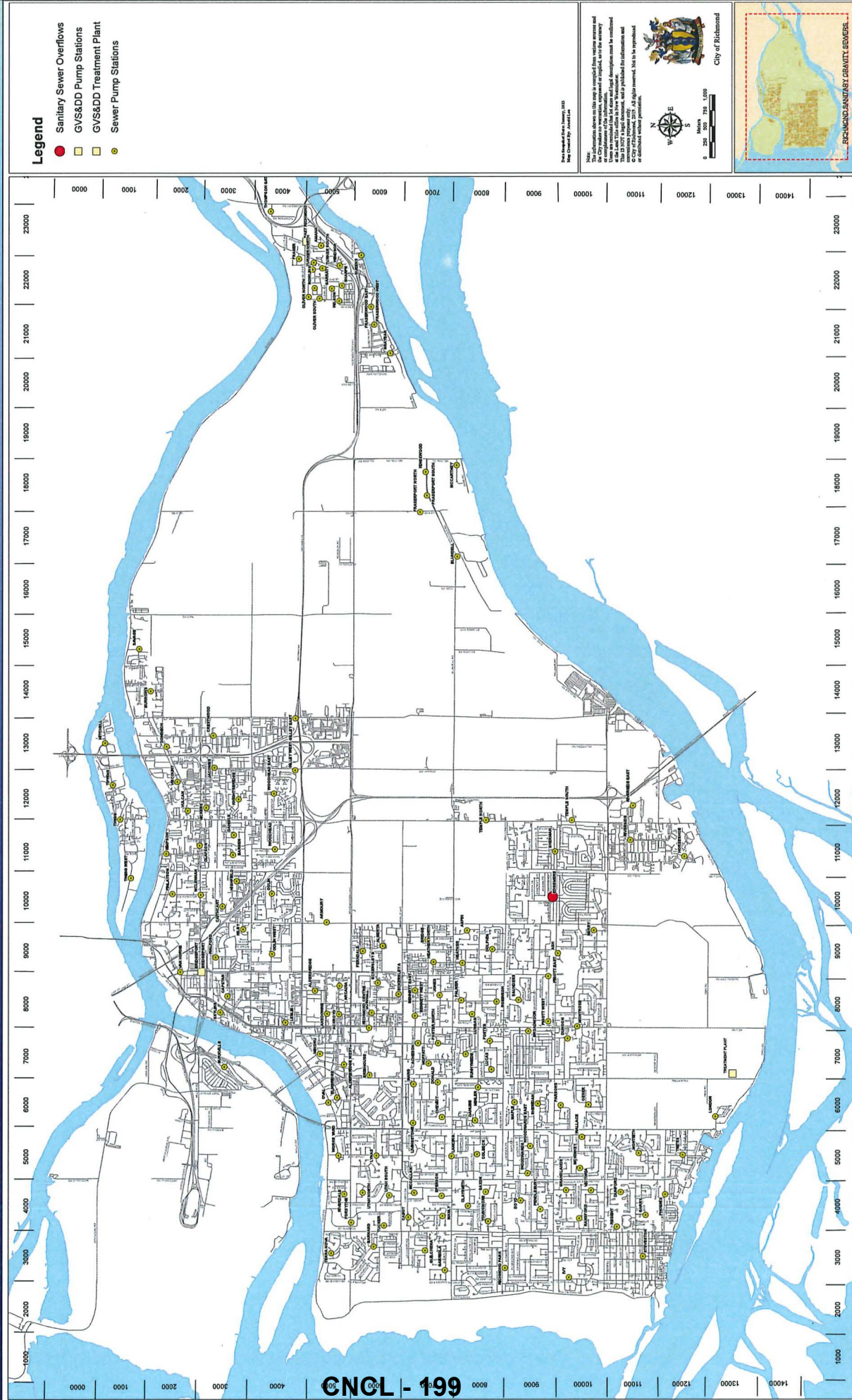
\* Re-stated to reflect minor corrections and re-categorization in Richmond's asset management system during the reporting period.

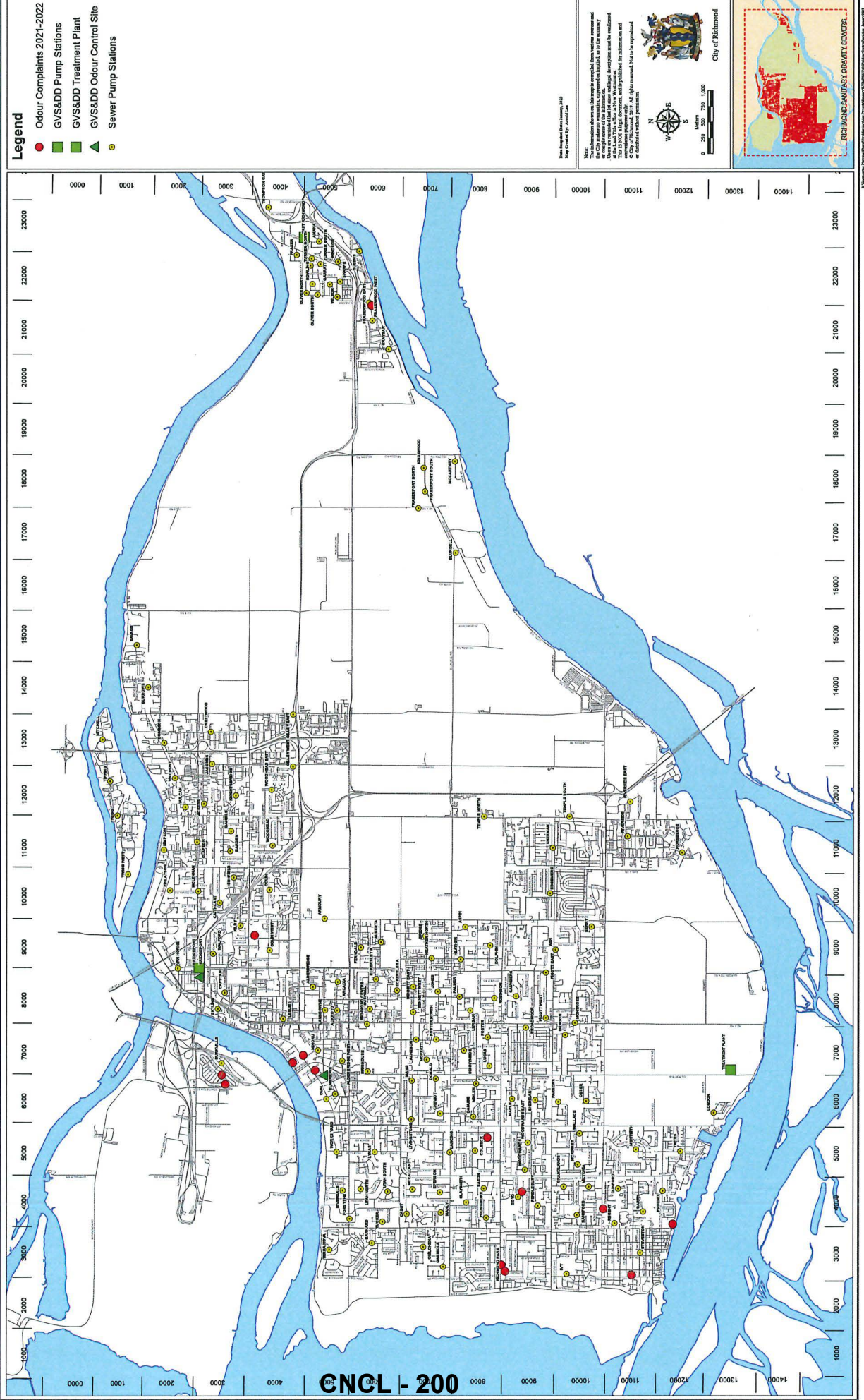
\*\* Richmond completed the previous cycle of Sanitary Sewer System Evaluation Program in 2015, and started the next cycle in 2016. The number in the "Total as of Dec 31<sup>st</sup>, 2020" column represents the quantity of CCTV completed since the start of the next cycle in 2016 up to 2020.

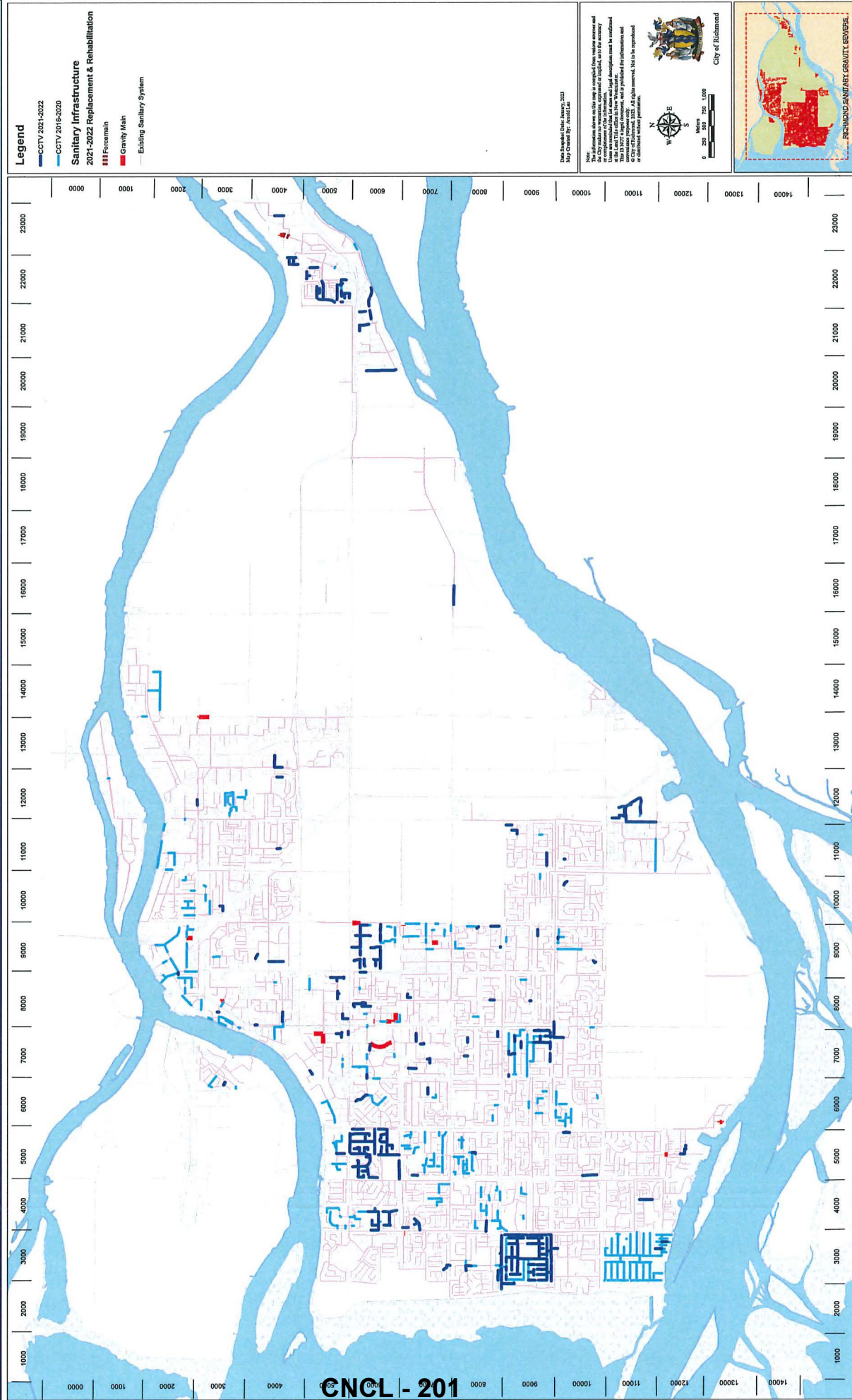
\*\*\* Condition Evaluation Program included projects under line item "7c" that are not reflected under "7a".

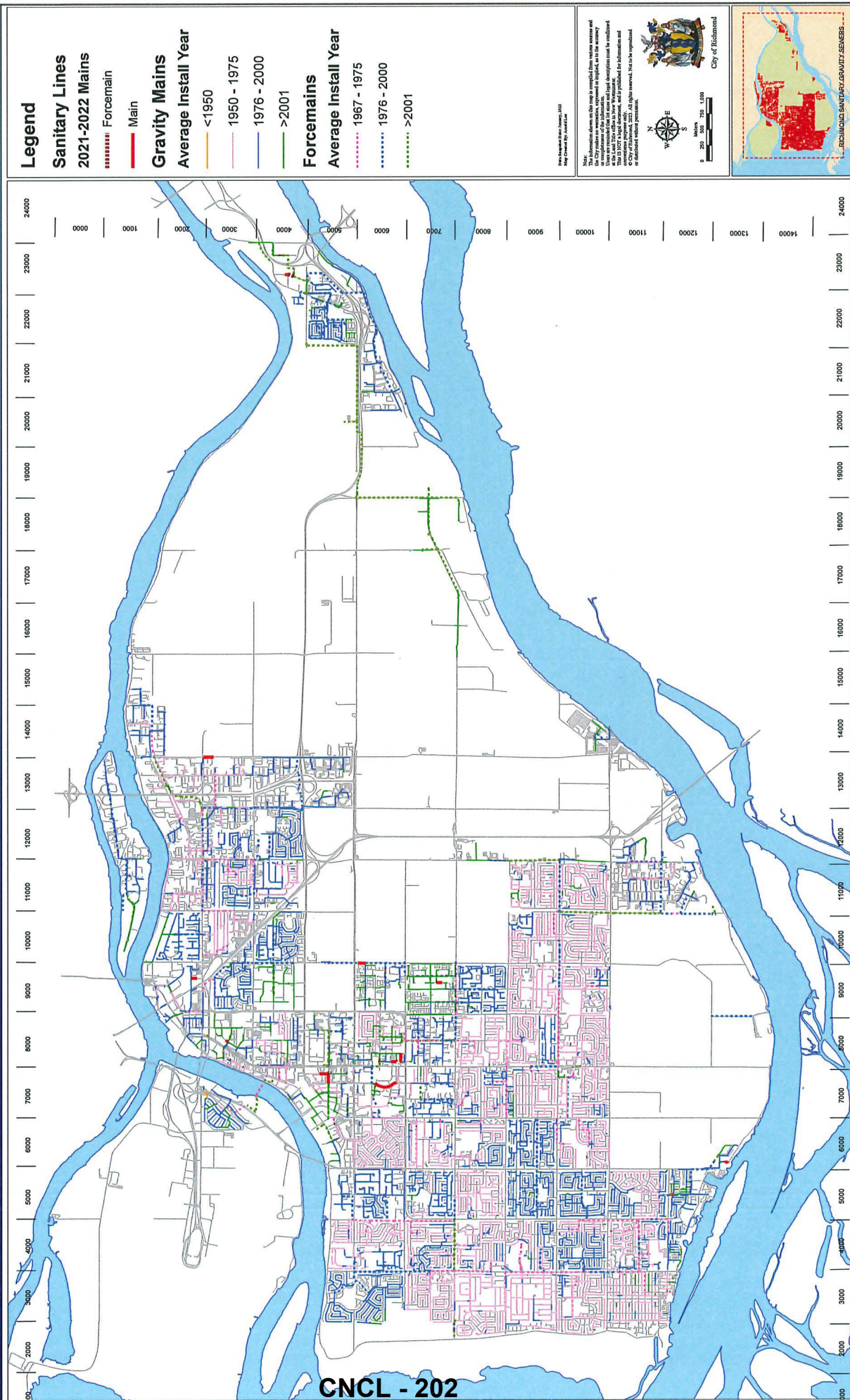
# City of Richmond Modelled Sanitary Catchment I&I Rates - January 2023

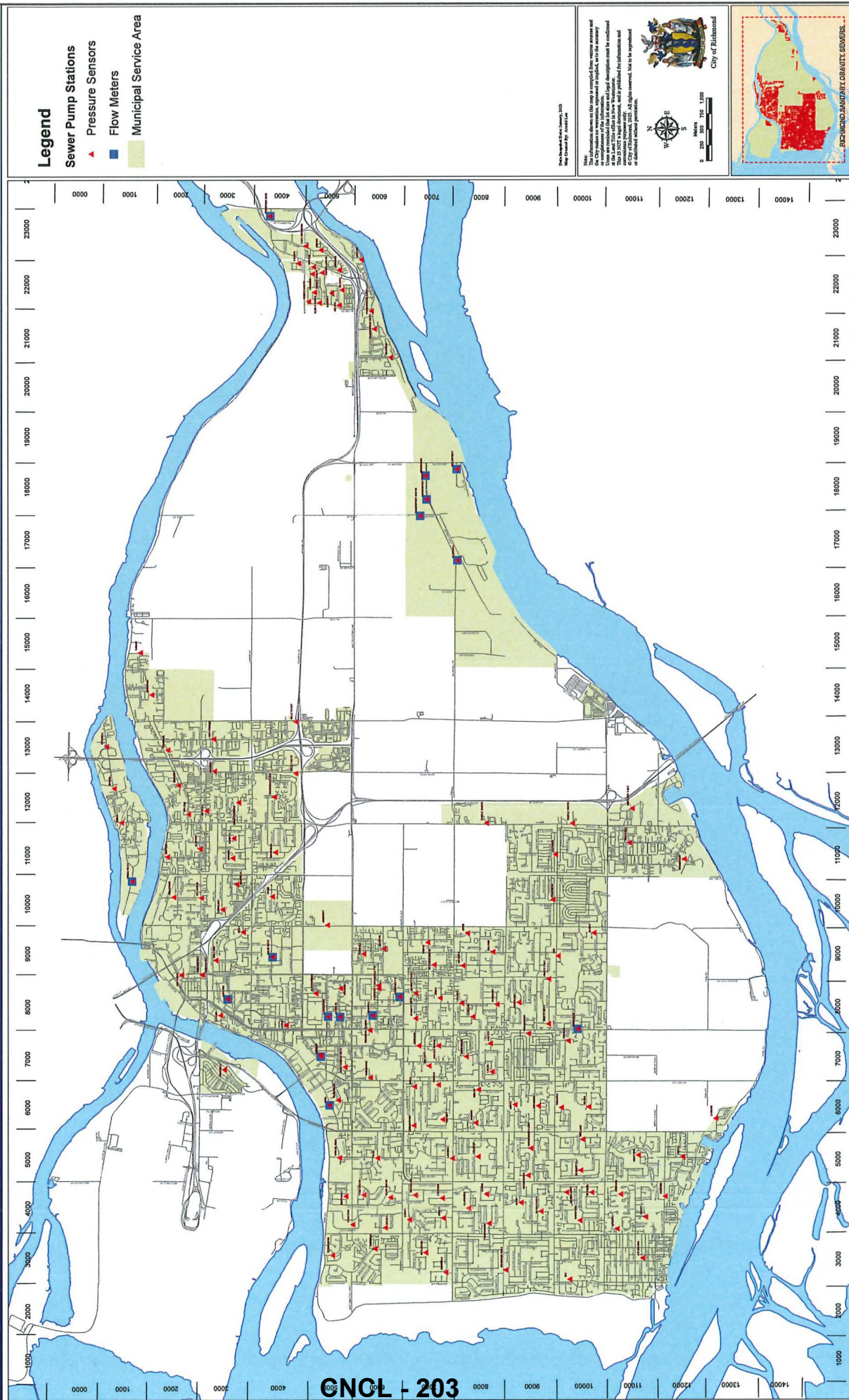












# Richmond Integrated Stormwater Management Plan (ISMP) Status Map - January 2023





# City of Richmond

## Report to Committee

**To:** Public Works and Transportation Committee **Date:** January 24, 2023  
**From:** Milton Chan, P.Eng.  
Director, Engineering **File:** 10-6060-01/2023-Vol  
01  
**Re:** **UBCM Community Emergency Preparedness Fund: 2022/23 Disaster Risk Reduction – Climate Adaptation Grant Application**

### Staff Recommendation

1. That the application to the Community Emergency Preparedness Fund, Disaster Risk Reduction – Climate Adaptation funding stream as outlined in the staff report titled “UBCM Community Emergency Preparedness Fund: 2022/23 Disaster Risk Reduction – Climate Adaptation Grant Application” dated January 24, 2023 from the Director, Engineering be endorsed;
2. That should the grant application be successful, the Chief Administrative Officer and the General Manager, Engineering and Public Works, be authorized on behalf of the City to negotiate and execute funding agreements with UBCM for the above mentioned projects; and
3. That should the grant application be successful, capital projects of \$150,000 for Seepage Assessment and Management Strategy, \$150,000 for Flood Protection Monitoring Stations, and \$2,000,000 for No. 3 Road Canal Improvements be approved with funding from external grant, as outlined in the staff report titled “UBCM Community Emergency Preparedness Fund: 2022/23 Disaster Risk Reduction – Climate Adaptation Grant Application” dated January 24, 2023 from the Director, Engineering, and that the Consolidated 5-Year Financial Plan (2023-2027) be amended accordingly.

Milton Chan, P.Eng.  
Director, Engineering  
(604-276-4377)

REPORT CONCURRENCE		
<b>ROUTED TO:</b> Intergovernmental Relations Finance Public Works	<b>CONCURRENCE</b> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<b>CONCURRENCE OF GENERAL MANAGER</b>  _____
<b>SENIOR STAFF REPORT REVIEW</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b>  _____

## Staff Report

### Origin

The Community Emergency Preparedness Fund (CEPF) is a collection of funding programs intended to enhance the resilience of communities in responding to emergencies. The Disaster Risk Reduction – Climate Adaptation funding stream through the CEPF is currently accepting applications until February 24, 2023 for projects that are aimed at reducing risks from future disasters due to natural hazards and climate-related risks. This report responds to this grant opportunity.

This grant application requires a Council resolution indicating support for the proposed projects, as well as a willingness to provide overall grant management. The purpose of this report is to seek Council approval to submit a grant application to the 2022/23 UBCM Disaster Risk Reduction – Climate Adaptation funding stream.

This report supports the following strategies within Council's Strategic Plan 2018-2022:

Strategy #1 A Safe and Resilient City:

*Enhance and protect the safety and well-being of Richmond.*

*1.2 Future-proof and maintain city infrastructure to keep the community safe.*

Strategy #5 Sound Financial Management:

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

*5.1 Maintain a strong and robust financial position.*

*5.4 Work cooperatively and respectfully with all levels of government and stakeholders while advocating for the best interests of Richmond.*

### Analysis

Richmond continues to make investments in its extensive network of flood protection infrastructure, which is integral to protecting the health, safety, and economic viability of the City. Predicted climate change impacts on local weather patterns and sea level rise reinforce the need for continual upgrades to our flood protection infrastructure to address changing needs. The City's Flood Protection Management Strategy and Dike Master Plans are the guiding framework for the advancement of flood protection upgrades. The Flood Protection Management Strategy identifies senior government partnerships as a top priority.

### Community Emergency Preparedness Fund

Funding for the CEPF is provided by the Province of BC and is administered by the Union of BC Municipalities (UBCM). The Disaster Risk Reduction – Climate Adaptation funding stream is a part of the CEPF and is intended to support communities in reducing the risk of future disasters due to natural hazards and climate-related risks. This funding stream is comprised of three separate project categories that will be evaluated and awarded individually. Staff have identified projects that would

be appropriate for each category, as summarized in Table 1. The fund can contribute 100% of the cost of eligible activities up to a maximum amount. Projects must be completed within two years of notification of funding approval to be eligible for grant funding.

Table 1 – Proposed Projects for Disaster Risk Reduction – Climate Adaptation Fund Application

<b>Funding Category</b>	<b>Grant Maximum</b>	<b>Proposed Project</b>
Category 1: Foundational activities (risk mapping, risk assessments, planning)	\$150,000	Seepage Assessment and Management Strategy
Category 2: Non-structural activities	\$150,000	Flood Protection Monitoring Stations
Category 3: Small scale structural activities	\$2 million	No. 3 Road Canal Improvement

The Seepage Assessment and Management Strategy project will assess the impacts of seepage related to sea level rise and develop strategies to mitigate the potential impacts on Richmond's flood protection infrastructure. This project will support long-term climate adaptation planning and recommendations for future work related to flood protection.

The Flood Protection Monitoring Stations project involves upgrading and installing river level sensors, box culvert level sensors and canal level sensors to monitor the performance of the City's flood protection infrastructure. The proposed sensors will supplement the City's current inventory of flood protection level sensors, which help identify areas of concern during significant events, improve reliability and decrease the cost and disruption of unplanned maintenance and emergency repairs. This is a cost effective way to increase the City's ability to prepare for, respond to, and predict extreme climate events.

The No. 3 Road Canal Improvement project involves upgrades along the No. 3 Road canal south of Steveston Highway to increase conveyance capacity. The No. 3 Road drainage catchment had been identified in significant rain events as requiring drainage upgrades. This project will support the newly constructed No. 3 Road and Steveston Highway drainage pump station to improve drainage within the No. 3 Road drainage catchment and reduce local flood risks due to drainage ditch blockages, safety issues, and environmental disturbance.

### **Financial Impact**

Should the City be awarded the grant, staff recommend that the capital projects as outlined in Table 2, be approved and that the Consolidated 5 Year Financial Plan (2023-2027) be amended accordingly. The estimated operating budget impact (OBI) identified in Table 2 will be considered as part of the annual budget process.

Table 2 – Proposed Capital Projects should the City’s Grant Application be Successful

Project	Budget	OBI
Seepage Assessment and Management Strategy	\$150,000	\$0
Flood Protection Monitoring Stations	\$150,000	16,958
No. 3 Road Canal Improvement	\$2,000,000	\$0

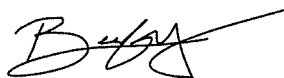
If the City’s grant application is unsuccessful, staff will submit the capital projects for Council’s consideration through future budget processes.

### Conclusion

Grant funding opportunities are available through the CEPF to support municipalities and communities in reducing the risk of future disasters due to natural hazards and climate-related risks. Staff recommend that applications be submitted for the Seepage Assessment and Management Strategy, Drainage System Sensor Installation, and No. 3 Rd Canal Improvement projects. These projects align with the grant program guidelines and support the City’s Flood Protection Management Strategy.



Eric Sparolin, P.Eng  
Manager, Engineering Planning  
(604-247-4915)



Beata Ng, P.Eng.  
Project Manager, Engineering Planning  
(604-204-8674)



# City of Richmond

## Report to Committee

**To:** Public Works and Transportation Committee  
**From:** Lloyd Bie, P.Eng.  
Director, Transportation  
**Date:** January 24, 2023  
**File:** 02-0775-50-7237/Vol  
01  
**Re:** Traffic and Parking Management Plans - Construction Parking Review

### Staff Recommendation

That the staff report titled "Traffic and Parking Management Plans – Construction Parking Review", dated January 24, 2023, from the Director, Transportation be received for information.

Lloyd Bie, P.Eng.  
Director, Transportation  
(604-276-4131)

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Engineering	<input checked="" type="checkbox"/>	
Community Bylaws	<input checked="" type="checkbox"/>	
Development Applications	<input checked="" type="checkbox"/>	
Building Approvals	<input checked="" type="checkbox"/>	
Law	<input checked="" type="checkbox"/>	
<b>SENIOR STAFF REPORT REVIEW</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 

## **Staff Report**

### **Origin**

At the Planning Committee of April 20, 2022, staff were given the following referral:

*That staff review the feasibility of implementing and requiring a bond for builders and developers to maintain construction parking and management plans for single and multiple construction sites in a manner that respects the community and neighbourhood properties.*

This report presents staff's findings in response to the referral.

This report supports Council's Strategic Plan 2018-2022 Strategy #1 A Safe and Resilient City:

*1.1 Enhance safety services and strategies to meet community needs.*

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

*4.2 Ensure infrastructure meets changing community needs, current trends and best practices*

### **Analysis**

#### **Existing Construction Parking Requirements**

The submission and approval of a construction traffic and parking management plan (TMP) is a requirement before a building permit can be issued for most development projects. Smaller residential developments of less than four units that front a minor street are exempt from a TMP.

Approval of a TMP is conditional to the provision of construction vehicle parking being accommodated onsite to minimize use of public roads. Where site constraints prevent such areas from being established, a contractor is to make arrangements for parking and transport of employees to the site from an offsite location.

Should parking related concerns due to construction activity arise, staff contact the contractor to remedy the situation and this process has been effective at addressing isolated issues. Enforcement is another tool in managing street parking concerns, however, it is resource intensive and requires time to administer. Traffic Bylaw 5870 currently limits the amount of time a vehicle can park in front of a residential home should the vehicle not belong to a resident or visitor:

*No person shall park a vehicle between the hours of 8:00 a.m. and 6:00 p.m., on any highway abutting any premises used for residential or commercial purposes for more than 3 hours unless such premises are the property or residence of such person or the property of his employer.*

The typical process in responding to a potential infraction of the bylaw involves several steps. Firstly, input from residents regarding an unrelated vehicle parking in front of their property is required. A parking enforcement officer then needs to attend the site and mark the vehicle to commence the three hour parking limit. Once the allotted time elapses, another visit to the vehicle to confirm the infraction is necessary. After submitting the complaint to the City, this procedure may not meet the expectation of some residents in resolving the parking issue in front of their property in a timely manner. Further, given the geographical and population size of the City, Staff must deploy parking enforcement resources strategically and prioritize: scheduled patrols targeting high volume traffic/commerce areas; seasonal and event specific traffic hotspots, which are derived through analytics; and on the basis of call response to public complaints.

With the recent number of redevelopment projects under construction in the Spires Road neighborhood, concerns about the impact of construction related vehicles in single family residential areas has been raised. Staff explored options through the TMP process, to streamline enforcement and improve parking management near construction sites in these areas.

#### Options To Address Construction Parking Concerns

##### *Option 1: Status Quo*

Staff's experience is that most construction sites are in compliance with the approved TMP and instances of construction related vehicles parking on adjacent streets are not an on-going issue. This option would maintain the current process to notify the contractor and/or Community Bylaws officers to target specific concerns should they arise. If a contractor consistently deviates from the approved TMP, staff do ultimately have the ability to invoke a stop work order should other measures prove ineffective. Staff will continue to require TMPs to include provisions for construction related vehicles onsite or at a designated offsite location, to ensure the impact to the public road is minimized.

##### *Option 2 – Fines for TMP Infractions*

Under the City's Bylaws, fines for parking infractions are charged to the owner of the offending vehicle. The City does not currently have a system of fines for infractions against a TMP that are levied against a contractor or developer. Should the City wish to provide a direct financial incentive to a developer or contractor to operate within their TMP, a system of fines can be developed at Council's direction. To be effective, the fines would need to be substantial, otherwise they could become "the cost of doing business", particularly where the proximity of the street parking has value to the contractor or developer.

This option does not solve the underlying enforcement issues and is unlikely on its own to reduce complaints from properties adjacent to construction sites. The offending vehicle would still need to be reported by a resident and the parking enforcement officer would still be required to observe the offending vehicle for three hours before a ticket can be given. There would be an additional complexity of proving the offending vehicle is associated with a construction site so that a fine could be levied against that construction site, particularly in an area with more than

one construction site or homes performing renovations. This option would require changes to the Bylaw that would include identifying offences and fines for those offenses as well as City staff that can determine if an offence has been committed.

Staff does not support this option, given that invoking a stop work order for violation of the TMP is viewed as being a more effective tool. If Council wishes to pursue this option, Staff can develop a potential process and Bylaw changes that identify the fines for TMP violations and recommend staff that would be responsible for levying these fines for Council's consideration.

*Option 3 – TMP Bond:*

This option would collect a security deposit as part of the TMP to be held until completion of construction. Should any deviations from the approved TMP occur with respect to construction parking, funds would be withheld by the City.

Section 12 of the Community Charter governs the type of security that can be collected by the City and some conditions for their use. Security deposits are best utilized to recover costs where the City is required to perform work where a contractor or developer has responsibility for that work. An example of this is recovery of costs where the City repairs a roadway damaged by a contractor or developer that did not perform the repair in a timely manner. Given that securities are primarily a tool for cost recovery, they are not easily used to insure payment of fines.

Similar to Option 2, this option does not address the underlying enforcement challenges that are creating public complaints, would require development of a scale of TMP offences and fines, challenges with proving the offending vehicle is associated with a particular construction site, and empowerment of specific staff to levy fines against a specific construction site.

Staff does not support this option as it creates legal and operational complexity without solving the underlying enforcement issues. Should Council wish to explore this option further, Staff can develop Bylaw changes required, including staff that would be in authority to draw on the security, and report back to Council at a later date.

*Option 4 – Temporary Resident Permit Parking Pilot:*

Residential permit parking zones are typically created on local neighbourhood streets where there is a high demand for parking by non-residents. A similar short term program could be considered on a trial basis for single family neighborhoods experiencing increased street parking demand due to adjacent construction activities.

This option would require a contractor to include a temporary resident only permit parking program as part of the TMP. Additional effort by the contractor to receive approval of their TMP would be a result of this option and the contractor would need to inform nearby residents of this program. Implementation of this option would include installation of permit parking only signs within an estimated 200 metres of the construction zone. Residents could register their vehicle license plate with the City to be exempt from the "no parking" restriction. Construction vehicles would not be permitted to register for this program.

The advantage of this option is that it facilitates proactive enforcement. The licence plate registration allows staff to more efficiently and effectively determine if a vehicle is permitted to park on the street within the established “no parking” zone. This would prioritize street parking for residents only, however, visitors of residents would need to be accommodated off-street. The City’s license plate recognition vehicle would proactively patrol the neighborhood to determine if the vehicle has a permit and enforce accordingly.

Costs of signage and administration of this program would be borne by the contractor. To cover the anticipated staff costs for this program, a fee of \$100.00 per year for each single family home identified, would need to be collected as part of the TMP approval. This fee is based on review of similar permit fees in other municipalities and in consideration of the temporary nature of this program. A trial of this option for one year would provide cost data that could be used to develop formal criteria and fees for a more permanent program. During the trial period, staff could monitor the effectiveness of this option at addressing neighbourhood parking concerns created by construction traffic and seek feedback from residents and the construction industry.

### Summary

In general, the status quo process of requiring a TMP that includes on site parking provisions works well in combination with direct communication with contractors and parking enforcement officers. Where regular enforcement and communication have not worked, stop work orders have been effective at bringing contractors into compliance with their parking plan.

A significant issue in residential parking enforcement is identification of offending vehicles, as parking enforcement officers cannot determine which vehicles are permitted to park on a street without input from residents. The only option that improves this underlying issue is Option 4, which catalogues which vehicles belong to residents and are permitted to park on the street. Permit parking combined with the City’s license plate recognition vehicle could be effective at meeting the expectation of residents adjacent to construction sites.

Options to develop fines for TMP violations and take a security bond to secure payment of fines were explored, but staff believe they would add significant complexity, be difficult to enforce and are unlikely to substantially impact TMP compliance.

### **Financial Impact**

None.

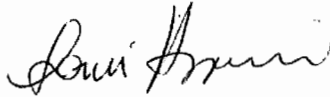
### **Conclusion**

Appropriate management of street parking resources is important for adjacent residents and businesses. The current review and approval process of construction parking management plans limits the construction site footprint on public roads. Existing measures to manage parking concerns by working directly with contractors and liaising with Community Bylaws Department to target enforcement is generally addressing issues as they arise. Ultimately, stop work orders have been effective at bringing contractors and developers into compliance when other options are exhausted. Should Council wish to improve upon the status quo, staff have provided options in this report for Council’s information.

January 24, 2023

- 6 -

Staff will continue to monitor any complaints received regarding construction related activities in single family neighbourhoods. Should current practices become insufficient to manage construction related vehicle impacts, staff will bring forward recommendations to Council for consideration.



Sonali Hingorani, P.Eng.  
Manager, Transportation Planning and New Mobility  
(604-276-4049)

SH:cas



# City of Richmond

## Bylaw 10430

### Business Regulation Bylaw No. 7538, Amendment Bylaw No. 10430

The Council of the City of Richmond enacts as follows:

1. That **Business Regulation Bylaw No. 7538**, as amended, is further amended by adding the following address in Schedule A as new item 16, and renumbering the remaining items in numerical order:

"16. No 3 Road                      4411 Unit 106                      10430".

2. This Bylaw is cited as "**Business Regulation Bylaw No. 7538, Amendment Bylaw No. 10430**".

FIRST READING

JAN 16 2023

SECOND READING

JAN 16 2023

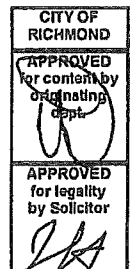
THIRD READING

JAN 16 2023

LEGAL REQUIREMENTS SATISFIED

JAN 19 2023 JAN 26 2023

ADOPTED



\_\_\_\_\_  
MAYOR

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



**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9667 (RZ 15-700431)  
9700, 9720 and 9800 Williams Road**

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

1. Richmond Zoning Bylaw 8500, as amended, is further amended by:
  - a. Inserting the following into the end of the table contained in Section 5.15.1 regarding affordable housing density bonusing provisions:

Zone	Sum Per Buildable Square Foot of Permitted Principal Building
"ZT81	\$4.00"

- b. Inserting as Section 17.81 thereof the following:

**" 17.81 Town Housing (ZT81) – Williams Road**

**17.81.1 Purpose**

The **zone** provides for **town housing** and other compatible **uses**.

**17.81.2 Permitted Uses**

- **child care**
- **housing, town**

**Secondary Uses**

- **boarding and lodging**
- **home business**
- **community care facility, minor**

**17.81.3 Permitted Density**

1. The maximum **floor area ratio** (FAR) is 0.40, together with an additional 0.1 **floor area ratio** provided that it is entirely used to accommodate **amenity space**.
2. Notwithstanding Section 17.81.3.1, the reference to "0.4" is increased to a higher **density** of "0.60" if the **owner**, at the time **Council** adopts a zoning amendment bylaw to include the **owner's lot** in the ZT81 **zone**, pays into the **affordable housing reserve** the sum specified in Section 5.15 of this bylaw.

3. Notwithstanding Section 17.81.3.1, the reference to "0.4" is increased to a higher **density** of "0.73", if the **owner**, at the time **Council** adopts a zoning amendment bylaw to include the **owner's lot** in the ZT81 zone, and provided that prior to the first occupancy of the **building** the **owner**:
  - a) provides in the **building** not less than 3 **affordable housing units** and the combined **habitable space** of the total number of **affordable housing units** comprises not less than 15% of total **floor area** that is **habitable space**; and
  - b) enters into a **housing agreement** with respect to the **affordable housing units** and registers the **housing agreement** against the title to the **lot**. ✓

#### 17.81.4 Permitted Lot Coverage

1. The maximum **lot coverage** is 44% for **buildings**.
2. No more than 65% of the **lot** may be occupied by **buildings, structures** and **non-porous surfaces**.
3. 25% of the **lot area** is restricted to **landscaping** with live plant material.

#### 17.81.5 Yards & Setbacks

1. The minimum **front yard** is 4.5 m, except for the projection of building columns for a maximum of 0.52 m.
2. The minimum **interior side yard** is 3.0 m.
3. The minimum **rear yard** is 6.0 m, except for the projection of the first **storey** for a maximum of 1.5 m.

#### 17.81.6 Permitted Heights

1. The maximum **height** for **buildings** is 12.0 m (3 **storeys**).
2. The maximum **height** for **accessory buildings** is 5.0 m.
3. The maximum **height** for **accessory structures** is 9.0 m.

#### 17.81.7 Subdivision Provisions/Minimum Lot Size

1. The minimum **lot width** on minor **arterial roads** is 40.0 m.
2. The minimum **lot depth** is 35.0 m.
3. There is no minimum **lot area**.

#### 17.81.8 Landscaping & Screening

1. **Landscaping** and **screening** shall be provided in accordance with the provisions of Section 6.0.

**17.81.9 On-Site Parking and Loading**

1. On-site **vehicle** and bicycle parking and loading shall be provided according to the standards set out in Section 7.0.

**17.81.10 Other Regulations**

1. In addition to the regulations listed above, the General Development Regulations of Section 4.0 and the Specific Use Regulations of 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 areas and by designating them **"TOWN HOUSING (ZT81) – WILLIAMS ROAD"**.

P.I.D. 003-606-333

Lot 8 Except: Part Subdivided by Plan 44427, Section 34 Block 4 North Range 6 West New Westminster District Plan 11454

P.I.D. 004-870-620

Lot 9 Except: Part Subdivided by Plan 45409, Section 34 Block 4 North Range 6 West New Westminster District Plan 11454

P.I.D. 003-798-798

Lot 170 Section 34 Block 4 North Range 6 West New Westminster District Plan 36305

3. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw 9667"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

JAN 23 2017

FEB 20 2017

FEB 20 2017

FEB 20 2017

FEB 14 2023



\_\_\_\_\_  
MAYOR

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





**Development Permit Panel  
Wednesday, February 15, 2023**

Time: 3:30 p.m.

Place: Remote (Zoom) Meeting

Present: Joe Erceg, General Manager, Planning and Development, Chair  
Cecilia Achiam, General Manager, Community Safety  
James Cooper, Director, Building Approvals

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 December 14, 2022 be adopted.*

**CARRIED**

**1. DEVELOPMENT PERMIT 21-933765**  
(REDMS No. 6862789)

APPLICANT: Interface Architecture Inc.

PROPERTY LOCATION: 9300 and 9320 Cambie Road

**INTENT OF PERMIT:**

1. Permit the construction of 126 residential units in a five-storey multi-family apartment building over a common parkade at 9300 and 9320 Cambie Road on a site zoned “Low Rise Apartment (ZLR43) – Alexandra Neighbourhood (West Cambie)”.
2. Vary the provisions of Richmond Zoning Bylaw 8500 to:
  - (a) increase the maximum lot coverage of buildings from 40 to 43 per cent; and
  - (b) reduce the minimum width of one manoeuvring aisle in the parkade from 6.7 m to 6.4 m.

## Development Permit Panel

### Wednesday, February 15, 2023

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#### Applicant's Comments

Ken Chow, Interface Architecture, Inc., with the aid of a visual presentation (attached to and forming part of these minutes as Schedule 1), provided background information on the project's site context, road frontages, development statistics, site plan, building elevations and sections, and floor plans, highlighting the following:

- a six-storey multi-family apartment building is located to the east of the subject site and a three-storey townhouse development is located to the west of the site;
- the proposed development is located within the Alexandra District Energy Utility Energy (DEU) catchment area and will be required to connect to the Alexandra DEU;
- the proposed building has been designed to provide an appropriate transition from the six-storey apartment building to the east to the three-storey townhouse development to the west;
- the required east-west McKim Way road dedication will split the site into the northern portion where the 126-unit five-storey apartment building will be sited and the southern portion which will have an outdoor amenity space with garden plots for the exclusive use of residents in the proposed development;
- the proposed unit types include one- to three-bedroom units with dens;
- five two- to three-bedroom units will be provided for affordable housing;
- 36 units, including the five affordable units, will meet the City's Basic Universal Housing (BUH) requirements;
- the central mass of the proposed building is positioned from the adjacent east and west developments to provide separation, screening, and privacy and mitigate potential overlook and shadowing onto adjacent developments;
- the southeast corner of the proposed building is chamfered to allow sunlight penetration to the proposed building and to the west face of the adjacent apartment building to the east;
- the Cambie Road and McKim Way frontages include terraced landscaping to provide an appropriate relationship with the street; and
- in addition to the fitness centre and a multipurpose room on the first floor, a common amenity room will be provided on each floor of the proposed building.

## Development Permit Panel

### Wednesday, February 15, 2023

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Yiwen Ruan, PMG Landscape Architects, briefed the Panel on the main landscape features of the project with the aid of a visual presentation (attached to and forming part of these minutes as Schedule 2), noting that (i) 38 existing trees on the site will be removed and 79 new trees will be planted, (ii) curved retaining walls with planters are proposed along the south edge to provide transition from McKim Way to the proposed building, (iii) the pedestrian entries on McKim Way are marked with pedestrian scale lighting, (iv) an architectural trellis is proposed above the parkade entry, (v) the loading area is screened from McKim Way by raised planters, (vi) the subject site's grade along the west side is matched to the site grade of the adjacent townhouse development and trees and tall shrubs are proposed to provide screening and privacy, (vii) terraced planter walls and trees are proposed along the north edge of the subject site to provide transition from Cambie Road to the proposed building, (viii) a landscape boulder feature, bench seating and bicycle rack are proposed near the pedestrian lobby entrance, (ix) terraced planter walls, one row of trees, and lounge seats are provided along the east edge of the subject site to provide a quiet and resting zone for the proposed development and privacy to the two adjacent properties, (x) the outdoor amenity area on the podium includes, among others, a children's play area, a large lawn, and an outdoor dining area, (xi) the community gardens in the southern portion of the subject site will be fenced and gated, and (xii) permanent irrigation will be provided for all landscaped areas in the proposed development.

#### Panel Discussion

In reply to queries from the Panel, Mr. Chow and Mr. Ruan noted that (i) the green space adjacent to the parkade entry and loading area is elevated and will not be accessible to the public, (ii) the proposed children's play area includes a large open lawn area and multiple play structures that provide play opportunities for children with ages ½ to 12 years, (iii) a three- to four-feet wide rainwater percolation zone is provided along the east and west edges of the subject site, (iv) downward focused and low lighting are proposed throughout the subject site which include bollard lights, step lights and unity entry downward lights to provide adequate lighting and avoid light pollution, and (v) there are penthouse units with outdoor decks provided on the 5th floor along Cambie Road.

## **Development Permit Panel**

### **Wednesday, February 15, 2023**

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#### **Staff Comments**

Wayne Craig, Director, Development, noted that (i) there is a Servicing Agreement associated with the project which includes, among others, frontage improvements along Cambie Road and road construction of McKim Way extension through the subject site, (ii) the proposed variance to reduce the minimum width of one manoeuvring aisle is limited to a portion of the parkade, was reviewed and supported by Transportation staff, and would not adversely impact traffic mobility within the parkade, (iii) the proposed variance to increase the maximum lot coverage of buildings is a technical variance associated with balcony projections and columns supporting the balcony projections which assist in achieving energy efficiency, (iv) the building has been designed to achieve BC Step Code Level 3, (v) the package of Transportation Demand Measures (TDM) associated with the project includes, among others, provision of one-year 2-zone monthly transit passes to 25 percent of the market units and 100 percent of affordable units, provision of a bicycle maintenance and repair room in the development, provision of two car share vehicle spaces equipped with electric vehicle (EV) charging, and provision of voluntary cash contributions for wayfinding and cycling-related infrastructure in the West Cambie area.

In reply to queries from the Panel, Mr. Craig confirmed that (i) there is an existing north-south pedestrian walkway adjacent to the proposed community gardens, (ii) the walkway will be improved as part of the Servicing Agreement, and (iii) the proposed lot coverage variance is associated with the balcony columns which help thermal bridging for the balconies and enhance energy efficiency.

#### **Correspondence**

None.

#### **Gallery Comments**

Shaun Traill, a resident of the six-storey apartment building (i.e., REMY building) to the east of the subject site, sought clarification regarding (i) the proposed variance in lot coverage from 40 to 43 percent, (ii) the proposed affordable housing units, and (iii) whether there is public access along the east side of the proposed development adjacent to the REMY building.

In reply to Mr. Traill's queries, Mr. Craig noted that (i) the proposed increase of 3 percent in lot coverage is associated with columns that support balconies on the second floor of the subject building and enhance energy efficiency, (ii) the proposed five affordable housing units in the project are low-end market rental units secured by housing agreement with the City and could be occupied by qualified tenants meeting the City's income requirements, and (iii) there is no public access along the east side of the subject building.

## **Development Permit Panel**

### **Wednesday, February 15, 2023**

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Huang Wen Zheng, 4133 Stolberg Street, queried regarding the distance of the proposed building from the REMY building and expressed concern regarding fire truck access in the parkade as it relates to the proposed variance in minimum width of one manoeuvring aisle in the parkade.

In reply to Mr. Huang's queries, the Chair noted that the proposed building's setback from the common property line is larger than the building setback provided on the REMY building.

In addition, Mr. Craig noted that (i) the minimum required setback from the common property line is 4 meters, (ii) the central portion of the subject building is set back 10.4 meters from the east property line and the proposed building setback at the north and south ends of the proposed building is 4 meters, (iii) there is no need for fire truck access in the parkade, (iv) a fire suppression system will be installed in the proposed building that meets the City's Building Code requirements, and (v) the proposed manoeuvring aisle variance is limited to the eastern side of the parkade which is occupied only by small cars.

Mr. Huang also expressed concern regarding the height of the proposed building, its potential impact on sunlight exposure to the adjacent REMY building particularly during winter, and the width of the roads in the neighbourhood.

With regard to the concern on the height of the proposed building and road width, the Chair noted that (i) the proposed height of the building is a zoning issue which is not within the purview of the Panel, and (ii) the roads in the neighbourhood have been designed to accommodate the proposed development in accordance with the master plan for the neighbourhood.

With regard to the potential shadow impact of the proposed building on the adjacent REMY building, Mr. Craig referenced the shadow analyses for the project, noting that the two buildings will cast a shadow on each other during winter and confirmed that the amount of shading on the proposed development from the taller REMY building would be greater. In addition, Mr. Craig noted that the proposed building has been pulled back as far as possible from the east property line to mitigate shadowing impacts.

#### **Panel Discussion**

The Panel expressed support for the project, noting that (i) the project has been sensitively designed to provide an appropriate interface with existing adjacent developments and the adjacent streets, and (ii) the proposed outdoor amenity spaces are well thought out.

The Panel then directed staff to work with the applicant to address potential security issues with respect to the proposed community gardens on the southern portion of the subject site.

**Development Permit Panel**  
**Wednesday, February 15, 2023**

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**Panel Decision**

It was moved and seconded

*That a Development Permit be issued which would:*

1. *permit the construction of 126 residential units in a five-storey multi-family apartment building over a common parkade at 9300 and 9320 Cambie Road on a site zoned "Low Rise Apartment (ZLR43) – Alexandra Neighbourhood (West Cambie)".*
2. *vary the provisions of Richmond Zoning Bylaw 8500 to:*
  - (a) *increase the maximum lot coverage of buildings from 40 to 43 per cent; and*
  - (b) *reduce the minimum width of one manoeuvring aisle in the parkade from 6.7 m to 6.4 m.*

**CARRIED**

**2. New Business**

It was moved and seconded

*That the Development Permit Panel meeting tentatively scheduled on Wednesday, March 1, 2023 be cancelled.*

**CARRIED**

**3. Date of Next Meeting: March 15, 2023**

**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 Development Permit Panel of the Council of the City of Richmond held on Wednesday, February 15, 2023.

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Joe Erceg  
Chair

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Rustico Agawin  
Committee Clerk



**DPP PRESENTATION**  
**126-UNIT MULTI-FAMILY DEVELOPMENT**  
9300 & 9320 CAMBIE ROAD, RICHMOND BC

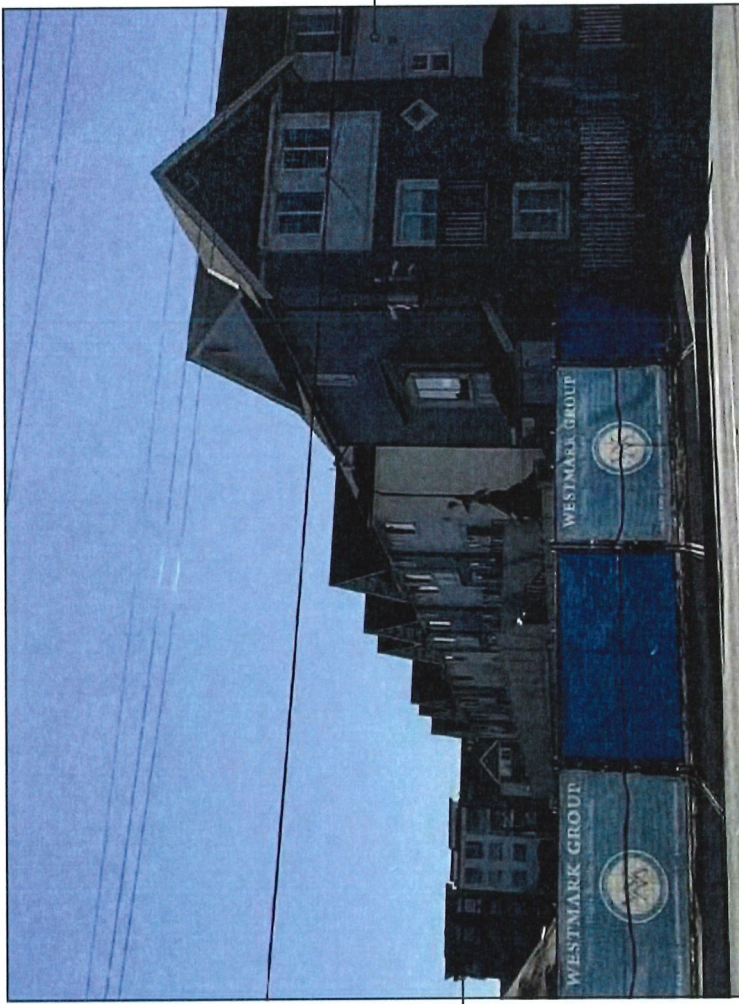
**LIST OF IMAGES**

- 1** TITLE SCREEN
- 2** SITE CONTEXT & PARCELING
- 3** EXISTING CAMBIE ROAD FRONTAGE
- 4** EXISTING MCKIM WAY FRONTAGE
- 5** DEVELOPMENT STATISTICS
- 6** SITE DESIGN CONTEXT 1
- 7** SITE DESIGN CONTEXT 2
- 8** SITE DESIGN CONTEXT 3
- 9** EAST-WEST SITE & BUILDING SECTION
- 10** BUILDING SECTION AT ENTRIES
- 11** BUILDING SECTION AT TOWNHOUSES
- 12** SHADOW STUDY AT 6-STOREY REMY
- 13** ACTUAL MATERIAL SAMPLES & COLOURS
- 14** RENDERING: AERIAL VIEW AT CAMBIE ROAD
- 15** RENDERING: AERIAL VIEW AT MCKIM WAY
- 16** RENDERING: STREET LEVEL VIEW AT CAMBIE ROAD
- 17** RENDERING: STREET LEVEL VIEW AT MCKIM WAY
- 18** PARKADE FLOOR PLAN
- 19** MAIN FLOOR PLAN





1 - Cambie St looking south east



1 - Cambie St looking south west



CNCL - 229

3 - Mckim Way looking north east



4 - Mckim Way looking north east

## FLOOR AREA BREAKDOWN SUMMARY

AHU & BUH SUMMARY						
UNIT NUMBER	NO. OF UNITS	UNIT TYPE	BUH	AHU	MIN. AHU SIZE REQ.	UNIT SIZE PROPOSED
225, 325, 425.	3	A2-U	●		—	61.67 m <sup>2</sup>
103, 120	2	C1-U	●	●	89 m <sup>2</sup>	74.88 m <sup>2</sup>
101, 107, 116, 122, 202, 206, 217, 223, 302, 308, 317, 323, 402, 408, 417, 423	20	D1-U	●		—	87.14 m <sup>2</sup>
502, 508, 512, 518, 502, 508, 512, 518, 115, 216, 316, 416, 214, 314, 414, 224, 324, 424, 519	4 3 3 1	D2-U E1-U E2-U E3-U	● ● ● ●		— — 91 m <sup>2</sup> —	87.51 m <sup>2</sup> 94.30 m <sup>2</sup> 100.99 m <sup>2</sup> 100.99 m <sup>2</sup>
TOTAL	36					

## WASTE MANAGEMENT SUMMARY

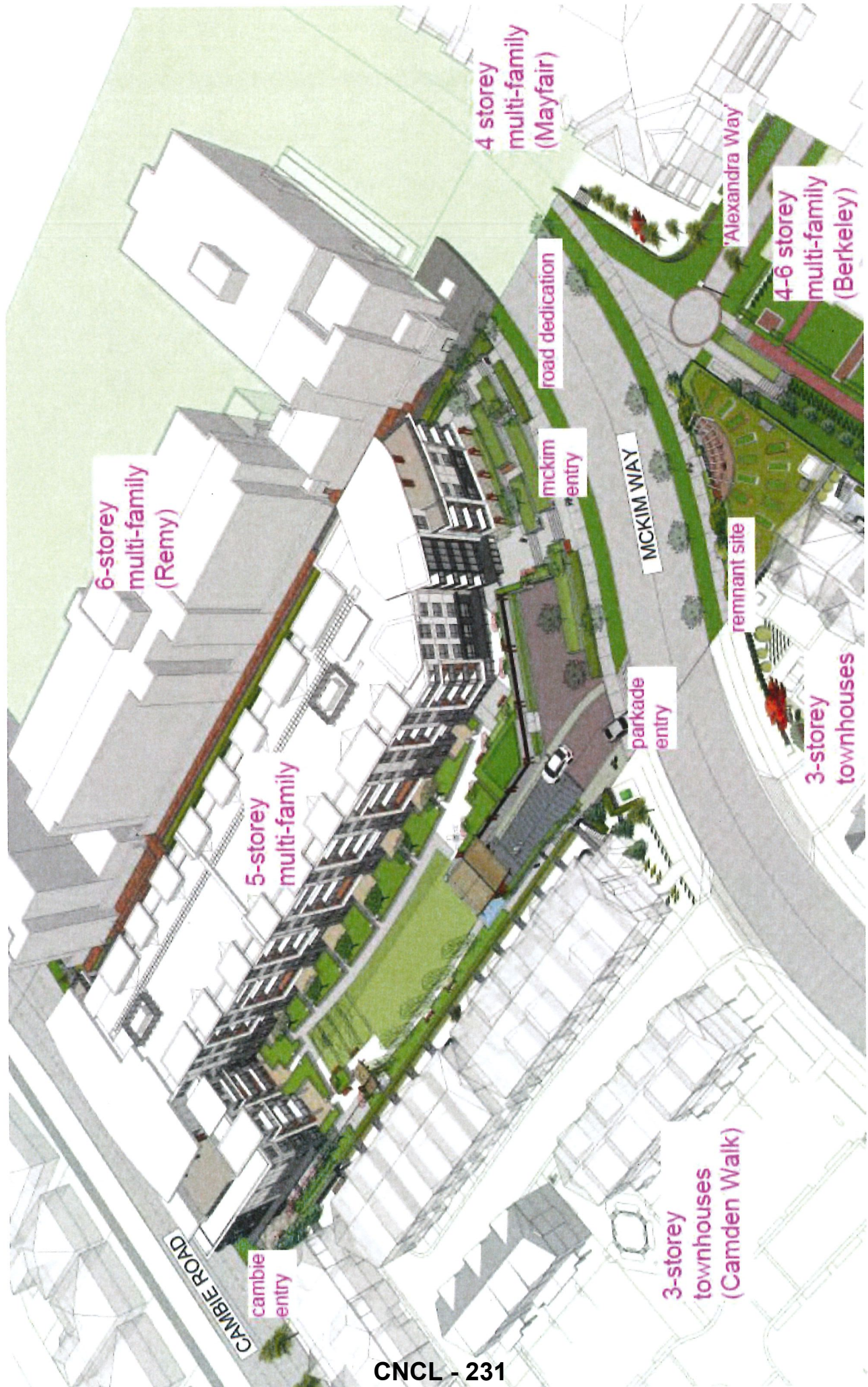
	NO. OF BINS	AREA REQ PER BIN (m <sup>2</sup> )	TOTAL AREA REQ (m <sup>2</sup> )
MIXED CONTAINERS	6	1.26	7.56
REFUNDABLES	3	0.97	2.91
MIXED PAPER	1	1.26	1.26
GLASS	1	0.97	0.97
FOOD SCRAPS	5	1.26	6.30
CARDBOARD	1	4.68	4.68
GARBAGE	3	7.57	23.01
			49.22

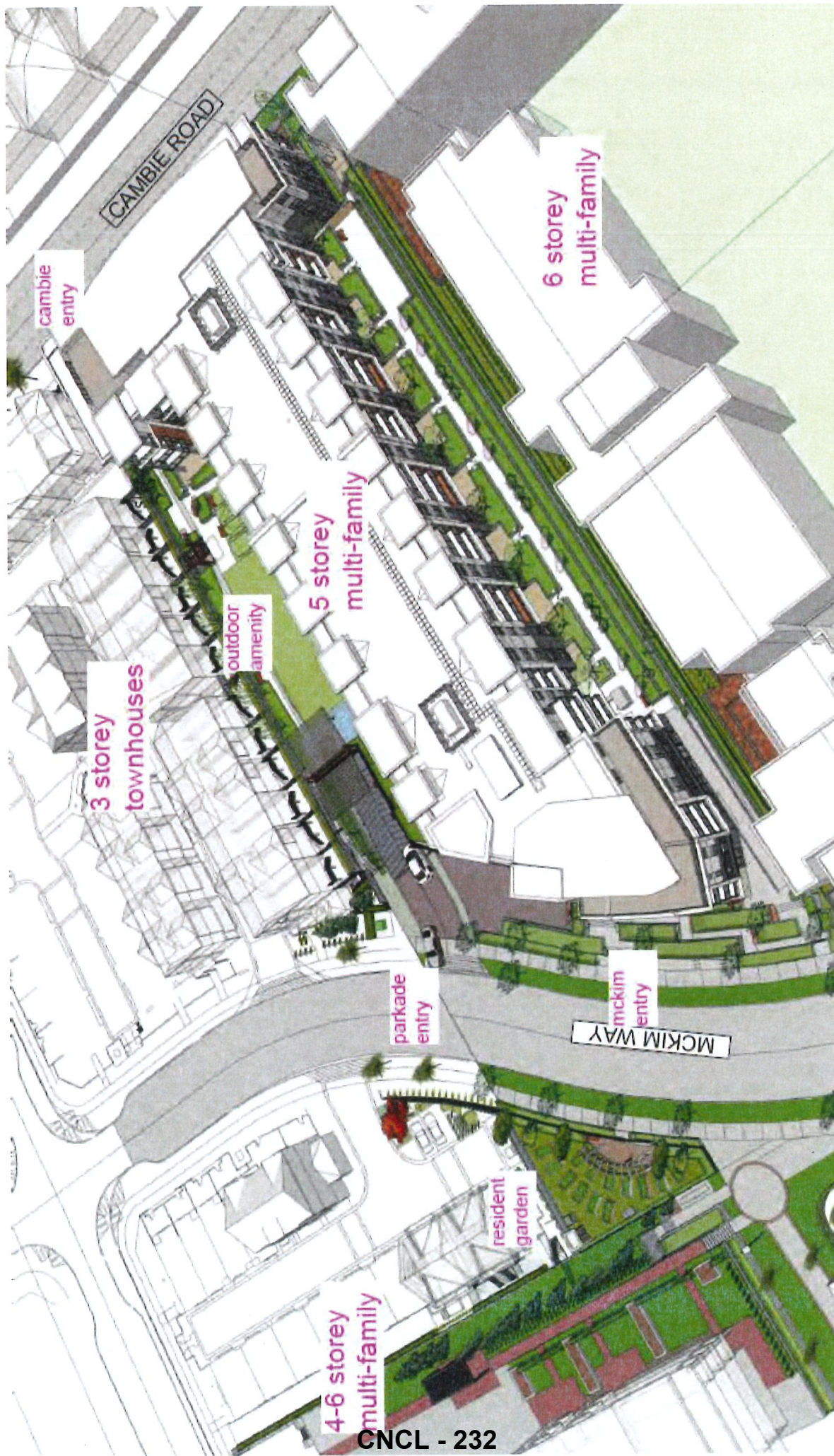
## UNIT MIX SUMMARY

AVERAGE SITE GRADE CALCULATION				
	NE	NW	SE	SW
SITE A (MAIN)	1.93	1.96	2.13	2.08
SITE B (REMNANT)	2.35	2.15	-	2.47
				AVERAGE FINISHED GRADE
				2.17 m

## ZONING SUMMARY

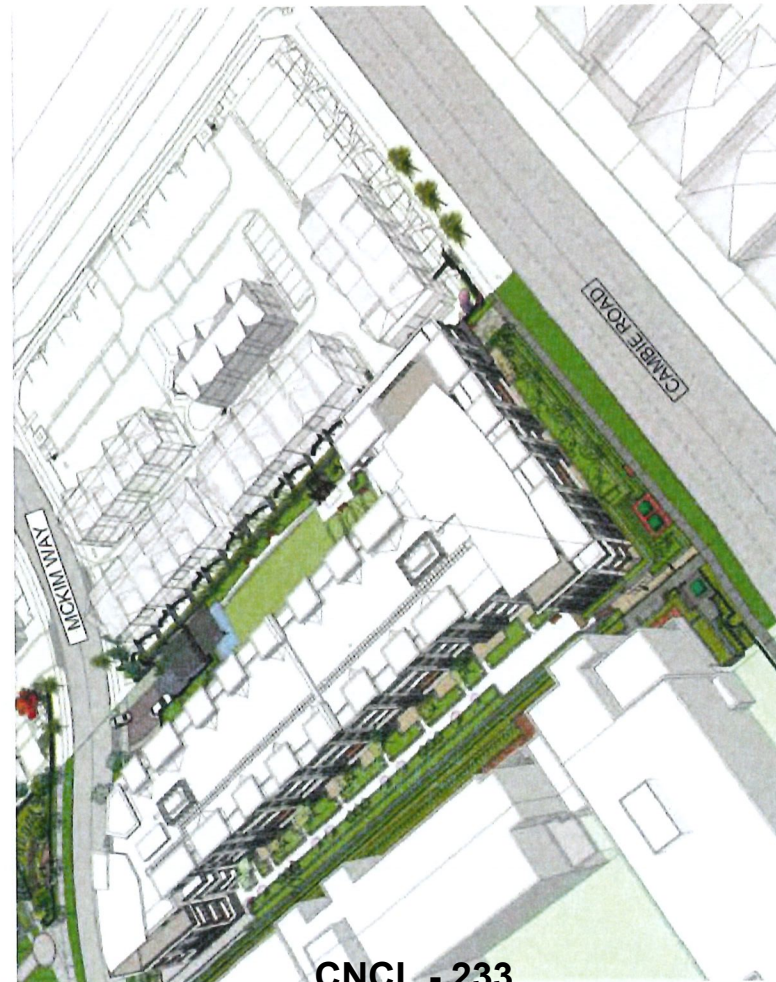
PERMITTED / REQUIRED		PROJECT SPECIFICS (PROPOSED)	
LOT ZONING	RS1 / F (EXISTING)	ZLR43 (LOW-RISE APARTMENT)	
USES	MEDIUM DENSITY HOUSING (OCP)	APARTMENT HOUSING	
DENSITY (MAX)	1.50 FAR (BASE MKT HSG) = 10.104 m <sup>2</sup> + 0.2 (1/3 MKT = 0.067 = 449.06 m <sup>2</sup> MIN) & (2/3 MKT = 0.133 = 886.13 m <sup>2</sup> MAX)	1.50 FAR (BASE MKT HSG) = 10.104 m <sup>2</sup> + 0.087 A/UH (452.7 m <sup>2</sup> ) + 0.131 MKT (860.25 m <sup>2</sup> )	
	TOTAL ALLOWABLE MAX FAR	TOTAL PROPOSED FAR:	
	>> 1.7 FAR = 11,451.2 m <sup>2</sup> (123,359 m <sup>2</sup> )	>> 1.695 FAR = 11,422.2 m <sup>2</sup> (122,947 m <sup>2</sup> )	
LOT COVERAGE	>> 0.1 INTERIOR AMENITY = 673.6 m <sup>2</sup> MAX 40% MAXIMUM	>> 0.014 INTERIOR AMENITY = 548.5 m <sup>2</sup> 42.2% (2,562 M <sup>2</sup> / 6,736 m <sup>2</sup> )	
MIN BUILDING SETBACKS	7.5 m (MCKIN WAY); 4.0 m (CAMBIE ROAD)	7.5 m (MCKIN WAY); 4.0 m (CAMBIE ROAD)	
MIN PARKADE SETBACKS	4.0 m MIN AT INTERIOR LOT LINES 7.5 m (MCKIN WAY); 2.0 m (CAMBIE ROAD) 0.9 m (WEST), 0.9 m (EAST)	4.0 m MIN AT INTERIOR LOT LINES 7.5 m (MCKIN WAY); 2.0 m (CAMBIE ROAD) 0.9 m (WEST), 1.2 m (EAST)	
STAIR SETBACKS	1.5 m MINIMUM AT PUBLIC ROAD	1.5 m AT PUBLIC ROAD	
BUILDING HEIGHT MAX.	5 STOREYS; 19.5 m	19.5 m, 5 STOREYS OVER BSMT PARKADE	
FCL	2.6 m GSC (PER OCP WEST CAMBIE)	2.6 m GSC	
PARKING	192 SPACES (AFTER 10% TDM REDUX) • R: 164 SP = 1.5 PER 121 MKT UNITS • R: 5 SP = 1.0 PER 5 A/UH UNITS • 1/2: 23 SP = 0.2 PER 126 RESID UNITS MIN. 100 m <sup>2</sup> (INDOOR)	193 SPACES = 1,523 SP/UNIT • 164 RESID MARKET UNITS • 5 RESID AFFORDABLE UNITS • 24 VISITOR (INCLUDE 2 CAR SHARE)	
MIN AMENITY SPACE (14.45.D)	6 m <sup>2</sup> UNIT (756 m <sup>2</sup> ) COMMON OUTDOOR 3 m <sup>2</sup> UNIT (378 m <sup>2</sup> ) CHILDREN'S PLAY 8 m <sup>2</sup> PRIVATE OUTDOOR SPACE	548.5 m <sup>2</sup> = 0.0814 FAR (INDOOR) 853.1 m <sup>2</sup> COMMON OUTDOOR (USABLE) 384.3 m <sup>2</sup> CHILDREN'S PLAY MIN. 6.3 m <sup>2</sup> PER UNIT	
MECHANICAL SPACE	100 m <sup>2</sup> MAX	96 m <sup>2</sup>	
AFFORDABLE LEIR	449.06 m <sup>2</sup> MINIMUM*	452.7 m <sup>2</sup> (5 UNITS, 2 x 2BR, 3 x 3BR*)	
HOUSING (A/UH) UNITS	= ONE THIRD OF 2 BONUS FAR = 0.0666667 FAR	• SEE SUMMARY TABLE	
	* TO BE BUILT, # UNITS EXCEED 60	• ALL A/UH UNITS ARE ALSO B/UH UNITS	
BASIC UNIVERSAL HOUSING (B/UH) UNITS	10% (PER OCP LEADLINES)	29%	
	TARGET 85% OF ALL LEIR UNITS	= 36 UNITS OUT OF 125 UNITS TOTAL	



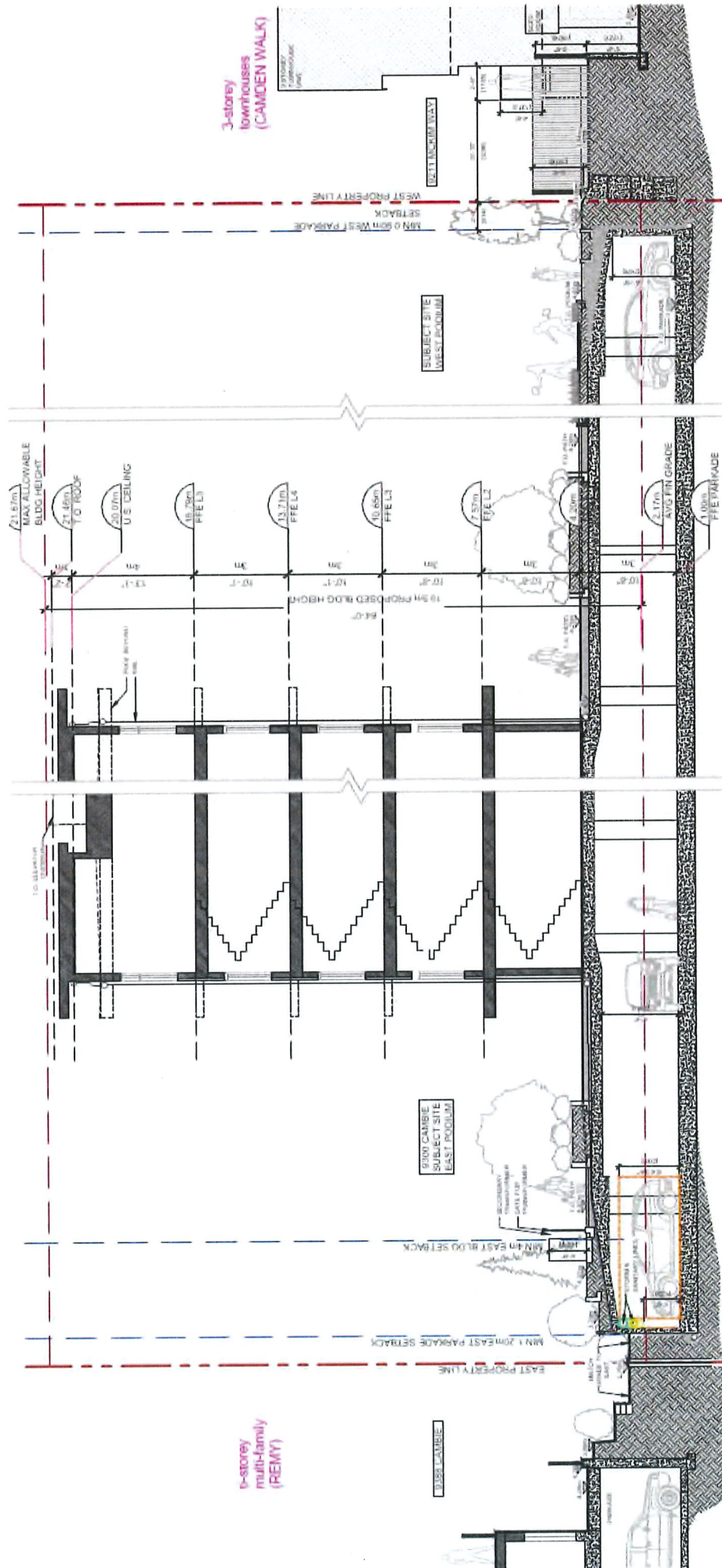


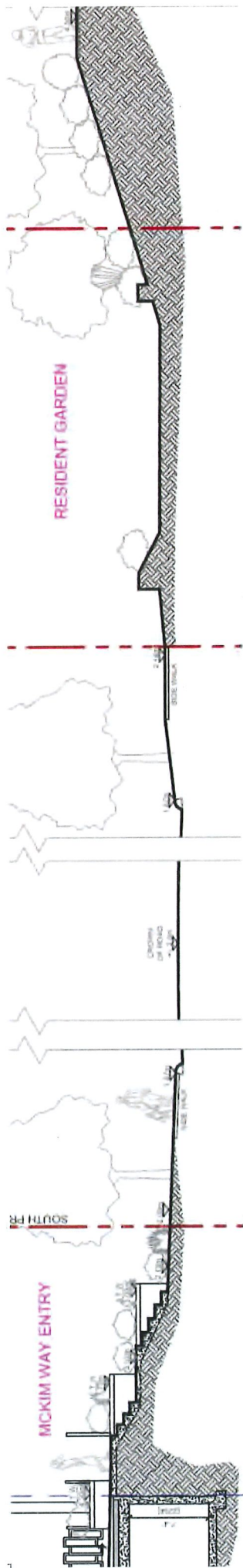


AERIAL VIEW - LOOKING FROM NORTH WEST

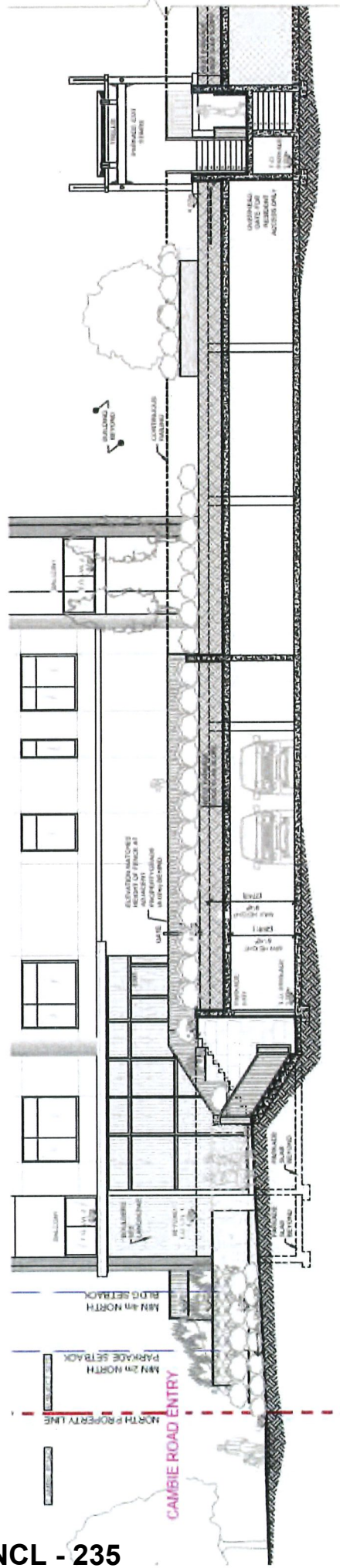


AERIAL VIEW - LOOKING FROM NORTH EAST

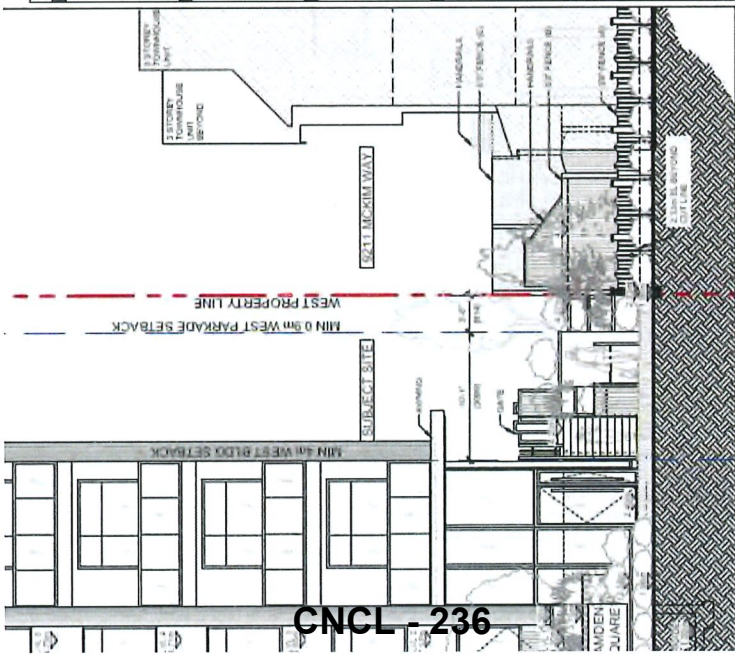




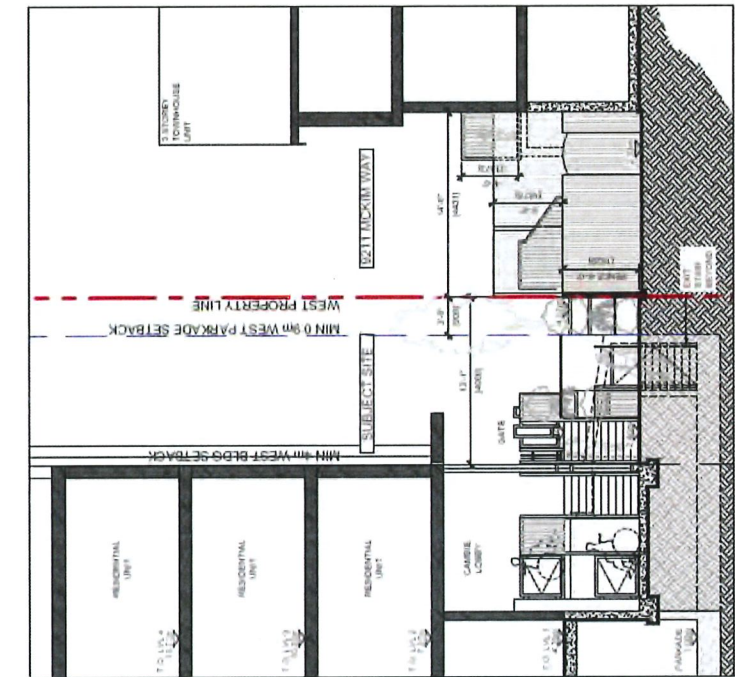
SECTION B: LOOKING EAST  
SCALE 3/16" = 1'-0"



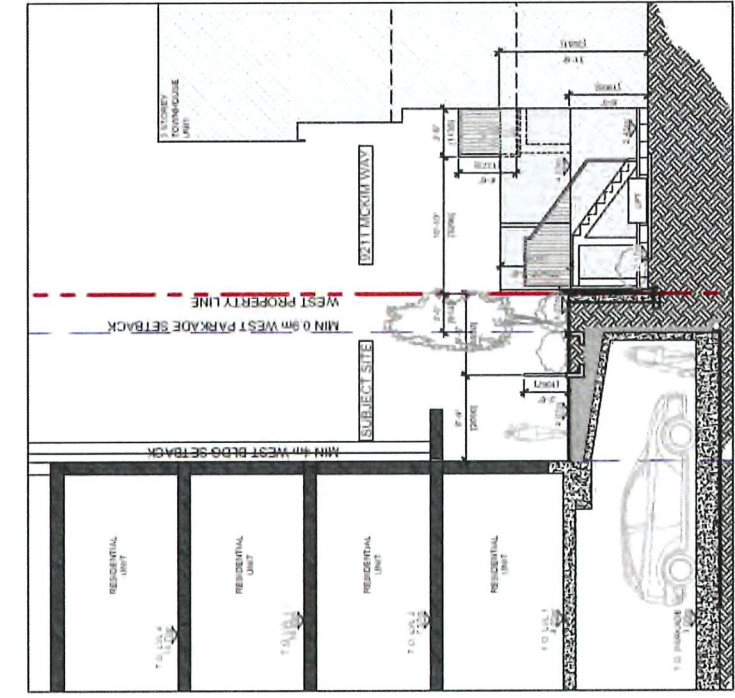
SECTION E: AT NORTH PL LOOKING EAST  
SCALE 3/16" = 1'-0"



SECTION F - AT NORTH PL LOOKING SOUTH



SECTION G LOOKING SOUTH



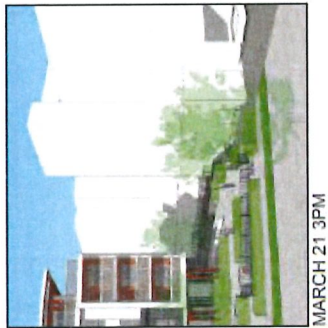
SECTION H LOOKING SOUTH



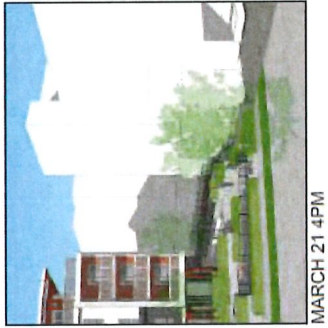
MARCH 21 1PM



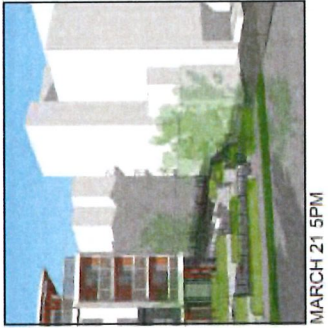
MARCH 21 2PM



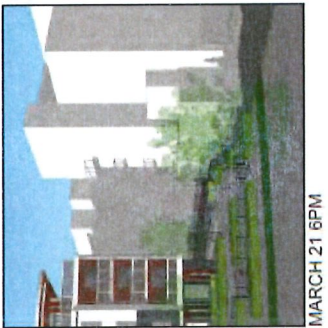
MARCH 21 3PM



MARCH 21 4PM

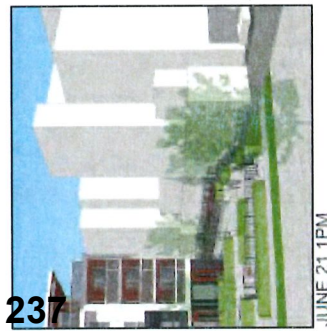


MARCH 21 5PM



MARCH 21 6PM

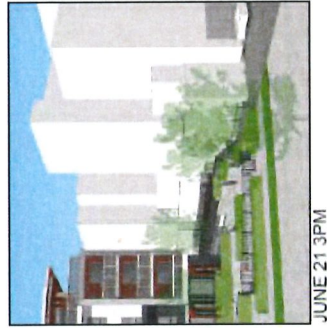
SHADOWING ON REMY WEST FACE (SOUTH END, MCKIM WAY) - SPRING EQUINOX (1PM TO 6PM)



JUNE 21 1PM



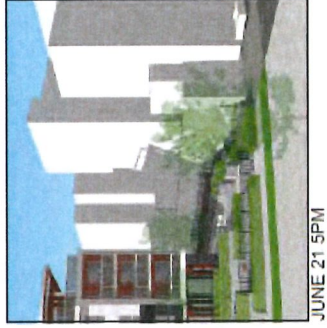
JUNE 21 2PM



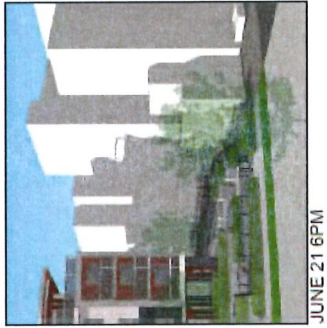
JUNE 21 3PM



JUNE 21 4PM

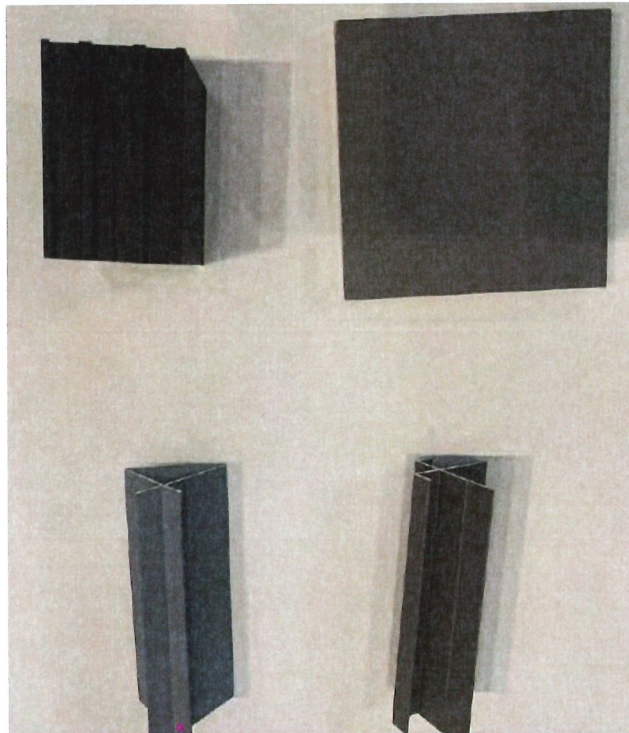
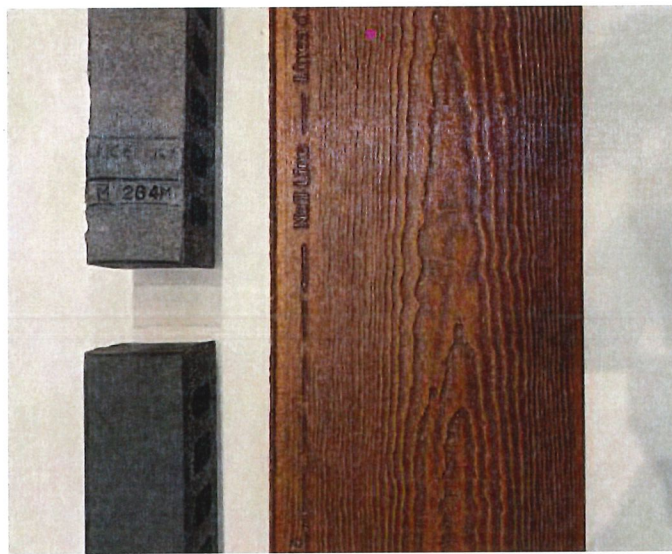


JUNE 21 5PM



JUNE 21 6PM

SHADOWING ON REMY WEST FACE (SOUTH END, MCKIM WAY) - SUMMER SOLSTICE (1PM TO 6PM)









CNCL - 241







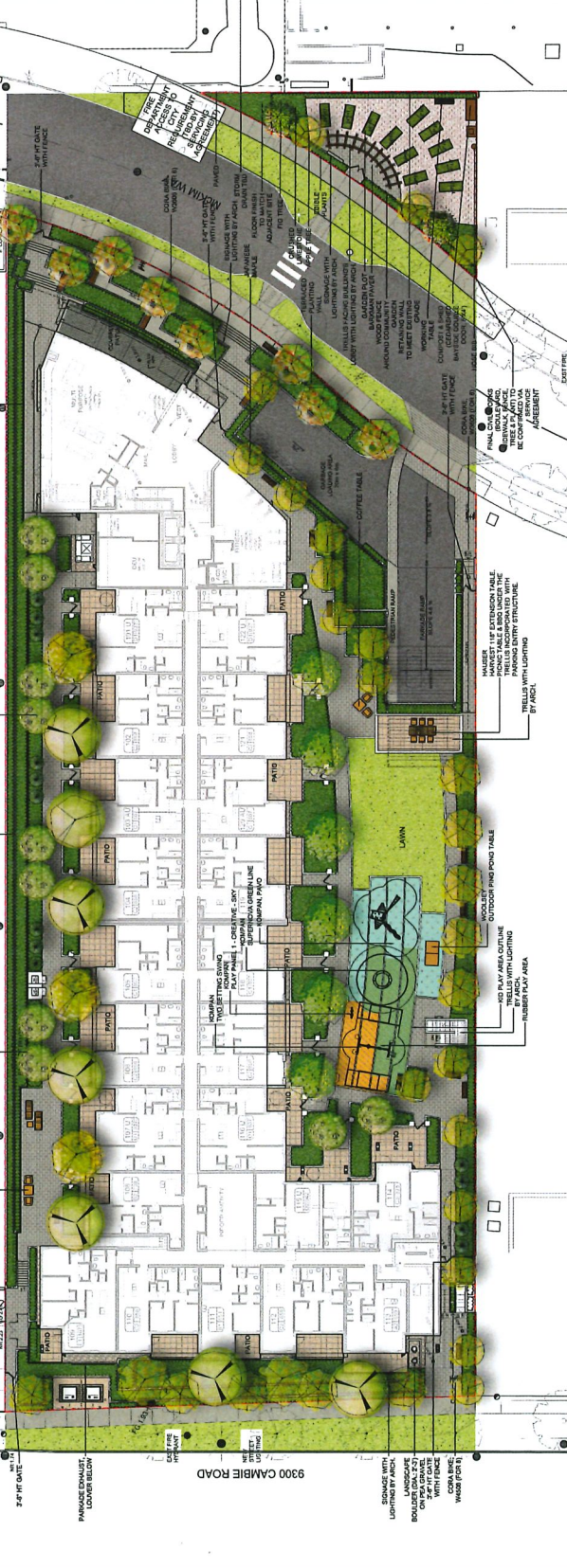
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**\* PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD. ALL PLANTS MUST BE SUPPLIED AS A MINIMUM OF ONE YEAR OLD. PLANTS MUST BE SUPPLIED WITH A MINIMUM OF TWO ACCEPTABLE SIZES. \* REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. \* SEARCH AND REVIEW: MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. \* AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. \* SUBSTITUTIONS: OBTAIN WRITTEN PERMISSION FROM CLIENT PRIOR TO ANY SUBSTITUTIONS. \* SUBSTITUTIONS WILL BE REJECTED AFTER FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF AVAILABILITY. \* ALL LANDSCAPE MATERIAL AND WORKSMANSHIP MUST MEET OR EXCEED BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD. \* PLANTS MUST BE GROWN IN COMPLIANCE WITH THE BC NURSERY ACT AND THE CANADIAN NURSERY ACT. \* NO-DO NOT PERMITTED IN GROWING MEDIUM UNLESS AUTHORIZED BY LANDSCAPE ARCHITECT.**

**NOTE: ONSITE IRRIGATION FOR ALL SOFT LANDSCAPE WILL BE INSTALLED**

**NOTES:** \* PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNA STANDARD. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. REFERENCE TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS IS MADE TO THE CANADIAN LANDSCAPE STANDARD LATEST EDITION. \*\* SUBSTITUTIONS OBTAIN WRITTEN APPROVAL FROM SUPPLY AREA OF ORIGIN TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. \*\*\* SUBSTITUTIONS TO THE SPECIFIED MATERIAL UNAPPROVED SUBSTITUTIONS WILL BE CONSIDERED AT THE DISCRETION OF THE ARCHITECT. \*\*\*\* SUBSTITUTIONS TO THE SPECIFIED MATERIAL UNAPPROVED SUBSTITUTIONS WILL BE CONSIDERED AT THE DISCRETION OF THE ARCHITECT. \*\*\*\*\* DEFINITION OF CONDITIONS OF AVAILABILITY - LANDSCAPE STANDARD AND WORKSMANSHIP MUST MEET OR EXCEED BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD LATEST EDITION. ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. \* BIO-SOLIDS NOT PERMITTED GROWING MEDIUM

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19151-972

DATE: 20.FEB.27  
SCALE: 1/20"=1'-0"  
DRAWN: YR  
DESIGN: YR  
CHKD: MCY  
DRAWING NUMBER: 10-151  
PROJECT NUMBER: 10-151

**RESIDENTIAL DEV.**  
**33300 & 9320 CAMBIE RD.**  
**RICHMOND BC**

DRAWING TITLE:  
**LANDSCAPE  
PLAN**

[illegible]

CLIENT:

PROJECT:

**RESIDENTIAL DEV.**  
**33300 & 9320 CAMBIE RD.**  
**RICHMOND BC**

DRAWING TITLE:  
**LANDSCAPE  
PLAN**

DATE: 20.FEB.27  
SCALE: 1/20"=1'-0"  
DRAWN: YR  
DESIGN: YR  
CHKD: MCY  
DRAWING NUMBER: 10-151  
PROJECT NUMBER: 10-151

SCALE:

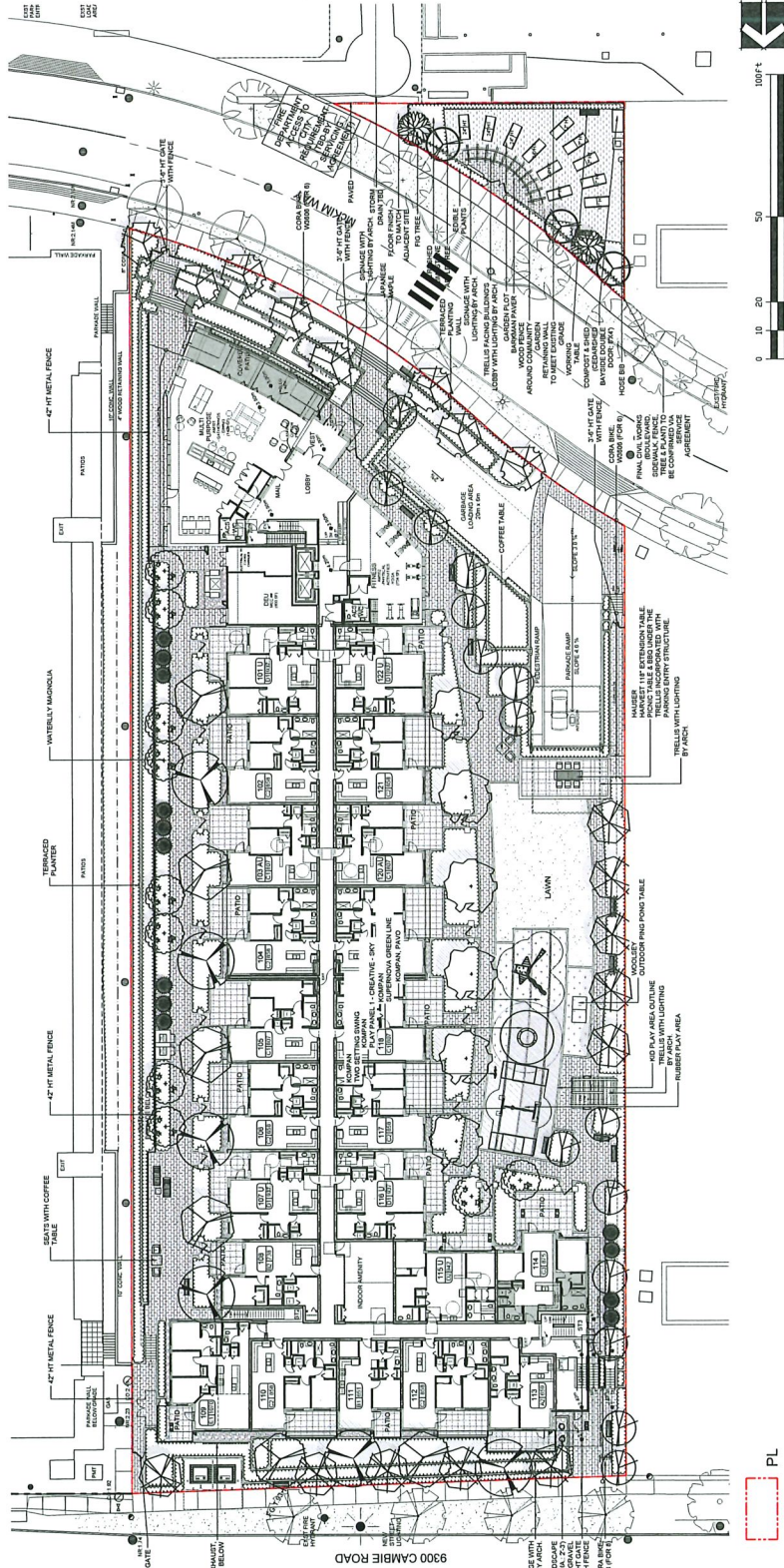
PLANT SCHEDULE - COMMUNITY GARDEN				PMG PROJECT NUMBER: 19-151
KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
TREE	3	FICUS CARICA	COMMON FIG	8CM CAL: 1.5M STD: B&B
	2	MALUS DOMESTICA FL/J	FL/J APPLE	8CM CAL: 1.5M STD: B&B

NOTES: \* PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNLA STANDARD. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. \* REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. \* SEARCH AND REVIEW MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. \* SUBSTITUTIONS: OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS. TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. \* PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD, LATEST EDITION. \* ALL PLANT MATERIAL MUST MEET OR EXCEED BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD LATEST EDITION. \* ALL LANDSCAPE MATERIAL AND WORKMANSHIP MUST MEET OR EXCEED BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD LATEST EDITION. \* ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. \* BIO-SOLIDS NOT PERMITTED IN GROWING MEDIUM UNLESS AUTHORIZED BY LANDSCAPE ARCHITECT.

PLANT SCHEDULE - ONSITE				PMG PROJECT NUMBER: 19-151
KEY	QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
	6	CORYLUS CORNUTA	AMERICAN HAZEL	4M HT: B&B: 3 STEM CLUMP
	10	ACER PALMATUM	JAPANESE MAPLE	4M HT: B&B
	8	ACER RUBRUM 'ARMSTRONG'	COLUMBIAN ARMSTRONG MAPLE	8CM CAL: 2M STD: B&B
	6	CERCIDIPHYLLUM JAPONICUM	KATSURRA TREE	8CM CAL: 1.5M STD: B&B
	10	FAGUS SYLVATICA 'DAWYCK GOLD'	DAWYCK GOLD BEECH	8CM CAL: 1.5M STD: B&B
	6	GLEDNISIA T. INERMIS SKYLINE	SKYLINE HONEY LOCUST	8CM CAL: 1.5M STD: B&B
	10	AMELANCHIER X GRANDIFLORA	WHITE SPRUCE	8CM CAL: 1.5M STD: B&B
	13	PICEA GLAUCA	WHITE SPRUCE	4M HT: B&B

NOTES: \* PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER CNLA STANDARD. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. \* REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. \* SEARCH AND REVIEW MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. \* SUBSTITUTIONS: OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS. TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. \* PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD, LATEST EDITION. \* ALL PLANT MATERIAL MUST MEET OR EXCEED BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD LATEST EDITION. \* ALL LANDSCAPE MATERIAL AND WORKMANSHIP MUST MEET OR EXCEED BC LANDSCAPE STANDARD AND CANADIAN LANDSCAPE STANDARD LATEST EDITION. \* ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. \* BIO-SOLIDS NOT PERMITTED IN GROWING MEDIUM UNLESS AUTHORIZED BY LANDSCAPE ARCHITECT.

NOTE: ONSITE IRRIGATION FOR ALL SOFT LANDSCAPE WILL BE INSTALLED



NO.	DATE	REVISION DESCRIPTION	DR.
1	2023/07/14	CITY COMMENTS FOR PLAN	DR
2	2023/07/14	NEW SITE PLAN	DR
3	2023/07/14	PARADE DRIVE	DR
4	2023/07/14	USE FOR ADP	DR
5	2023/07/14	CITY COMMENTS FOR PLAN	DR
6	2023/07/14	NEW SITE PLAN	DR
7	2023/07/14	LAST PARADE DRIVE	DR
8	2023/07/14	NEW SITE PLAN	DR
9	2023/07/14	NEW SITE PLAN	DR
10	2023/07/14	NEW SITE PLAN	DR
11	2023/07/14	NEW SITE PLAN	DR
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99	2023/07/14	NEW SITE PLAN	DR
100	2023/07/14	NEW SITE PLAN	DR

CLIENT:

PROJECT:

RESIDENTIAL DEV.

9300 & 9320 CAMBIE RD.

RICHMOND, BC

DRAWING TITLE:

LANDSCAPE

PLAN

DATE: 20/03/27

SCALE: 1/2"=1'-0"

DRAWN: YR

DESIGN: YR

CHECK: YR

PMG PROJECT NUMBER: 19-151

OF 10

19-151

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LANDSCAPE  
ARCHITECTS  
Suite 100, 4440 Cambie Rd.  
Burnaby, British Columbia, V5C 6G9  
P: 604-294-0011 | F: 604-294-0022

SEAL

NO.	DATE	REVISION DESCRIPTION	DR.
1	2018.07.14	CITY COMMENTS FOR SITE PLAN	NR
2	2018.07.14	NEW SITE PLAN	NR
3	2018.07.14	PARADE RAMP	NR
4	2018.07.14	PARADE RAMP	NR
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100	2018.07.14	PARADE RAMP	NR

CLIENT:

PROJECT:

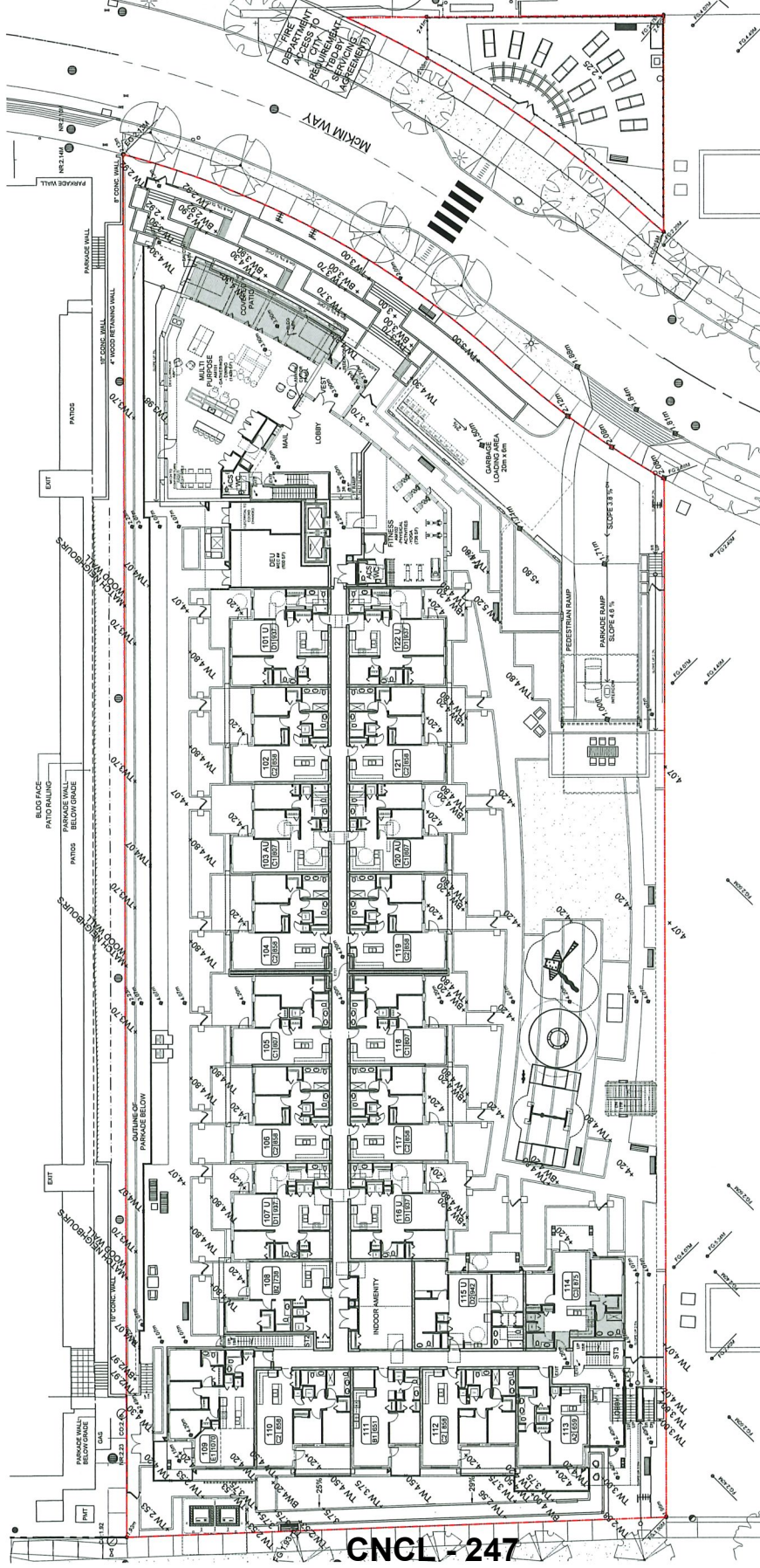
RESIDENTIAL DEV.  
9300 & 9320 CAMBIE RD.  
RICHMOND, BC

DRAWING TITLE:

GRADING PLAN

DATE: 2018.07.27  
SCALE: 1/8"=1'-0"  
DRAWN: YR  
DESIGN: YR  
CHKD: MCK  
PMG PROJECT NUMBER: 15-151

DP PLAN # 3b



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P: 604-294-0011 | F: 604-294-0022

SEAL:

CNCL - 248

9300 CANNIBIE ROAD

NO.	DATE	REVISION DESCRIPTION	DR.
1	2023/07/14	CITY COMMENTS FOR PLAN	ME
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100	2023/07/14	NEW SITE PLAN	ME

CLIENT:

PROJECT:

RESIDENTIAL DEV.  
9300 & 9320 CANNIBIE RD.  
RICHMOND, BC

DRAWING TITLE:

SHRUB PLAN

DRAWING NUMBER: L3  
DATE: 20/08/27  
SCALE: 3/32"=1'-0"  
DRAWN: YS  
DESIGN: YS  
CHKD: MCT  
PMG PROJECT NUMBER: 19-151

DP PLAN # 3C

PL

100ft

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P: 604-284-0011 F: 604-284-0022

SEAL

NO.	DATE	REVISION DESCRIPTION
1	2018/03/27	NEW SITE PLAN, CONCEPT LAYOUT
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CLIENT

PROJECT

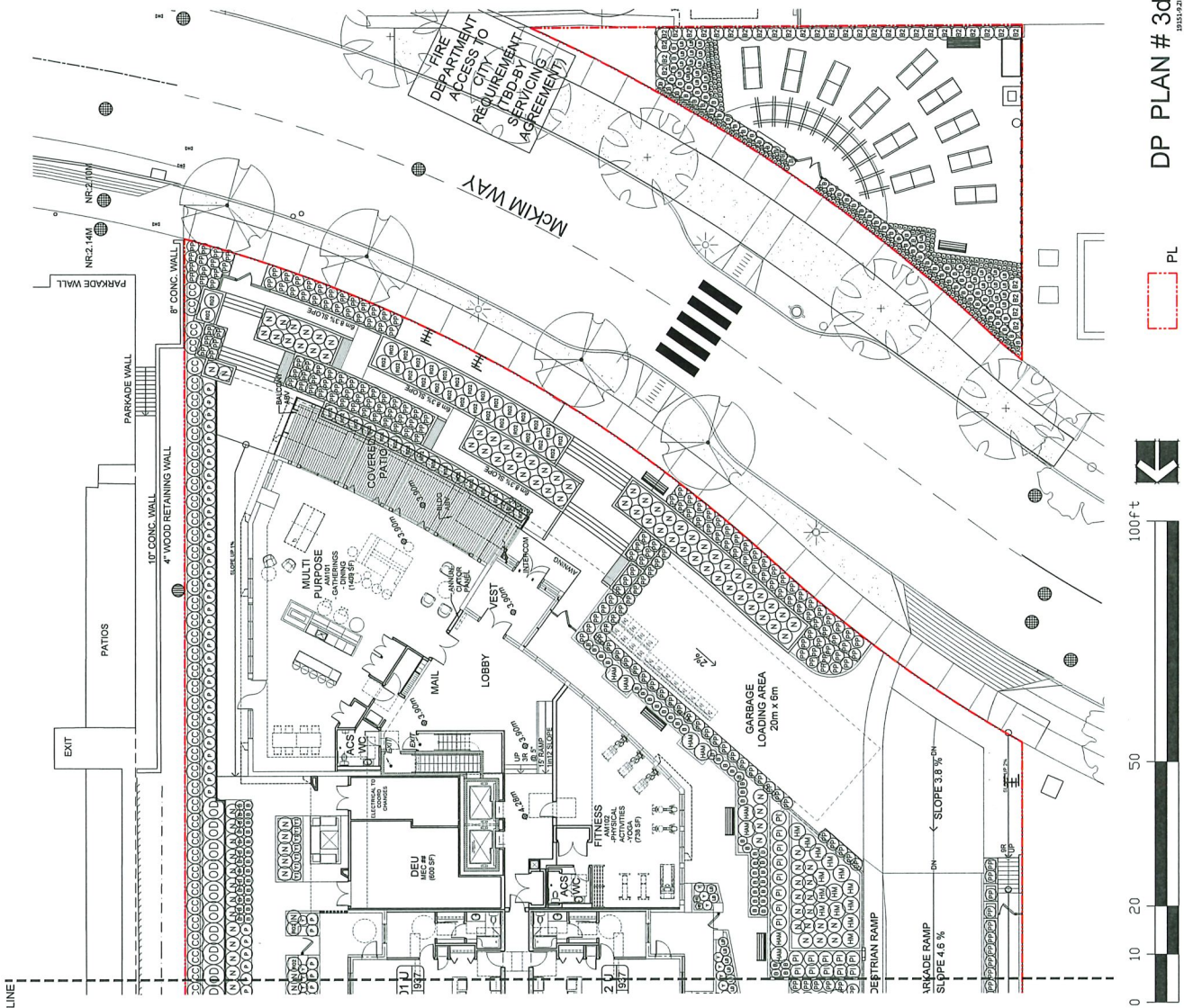
RESIDENTIAL DEV.  
9300 & 5320 CAMBIE RD.  
RICHMOND, BC

DRAWING TITLE  
SHRUB PLAN

DATE: 20/03/27  
SCALE: 3/32"=1'-0"  
DRAWN: YR  
DESIGN: YR  
CHKD: MCK  
PMG PROJECT NUMBER: 15-151

L4

OF 10  
15-151



























DP PLAN # 3d

PLANT SCHEDULE				PMG PROJECT NUMBER: 15-151
NO.	COMMON NAME	COMMON NAME	COMMON NAME	REMARKS
1	CHOISYA TERMINALIS	WINTER GREEN		
2	BUXUS MICROPHYLLA	WINTER ORANGE		
3	DIWIDY KELSEY	DOCKWOOD		
4	HYDRANGEA PANDOLATA	WAXY		
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82	HYDRANGEA PANDOLATA	WAXY		
83	HYDRANGEA PANDOLATA	WAXY		
84	HYDRANGEA PANDOLATA	WAXY		
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97	HYDRANGEA PANDOLATA	WAXY		
98	HYDRANGEA PANDOLATA	WAXY		
99	HYDRANGEA PANDOLATA	WAXY		
100	HYDRANGEA PANDOLATA	WAXY		

CNCL - 249

NOTE: ON-SITE IRRIGATION FOR ALL SOFT LANDSCAPE WILL BE INSTALLED

FENCE LEGEND	
	42" HIGH METAL FENCE
	6" HIGH SOLID WOOD FENCE
	42" WOOD FENCE

		BROOM FAVOR, BROADWAY 65MM COLOR: ACRYL 11 81702-90
		INTERLOCKING AVER, PARADISE ENTRY BROOM FAVOR, BROADWAY 100MM SIZE: 25 25 11 81703 34"
		BROOM FAVOR, BROADWAY 65MM COLOR: STERLING
		FOUR-IN-PLACE RUBBER, BLUE PER ARCHITECTURES COLOR; REVIEW BEFORE CONSTRUCTION
		FOUR-IN-PLACE RUBBER, CHANGE, BLUE PER ARCHITECTURES REVIEW BEFORE CONSTRUCTION
		FOUR-IN-PLACE RUBBER, PROVIDE SUBMITTAL FOR P&G TO REVIEW BEFORE CONSTRUCTION
		FOUR-IN-PLACE RUBBER, GREY/BLUE SUBMITTAL FOR P&G TO REVIEW BEFORE CONSTRUCTION
		WOOD DECK
		WASHED RIVER ROCK
		2X2 PORCELAIN BERGAMO ANTIKORAY SERIES, ACRYL 11 81701
		CRUSHED LIMESTONE
		SAW CUT CONCRETE

3	2022/07/14	CITY COMMENTS/NEW SITE PLAN	18	W2
4	2022/09/21	NEW SITE PLAN	19	W3
5	2022/10/11	NEW SITE PLAN	20	W4
6	2022/10/11	FINAL COMMENTS	21	W5
7	2022/10/11	FINAL COMMENTS	22	W6
8	2022/10/11	FINAL COMMENTS	23	W7
9	2022/10/11	FINAL COMMENTS	24	W8
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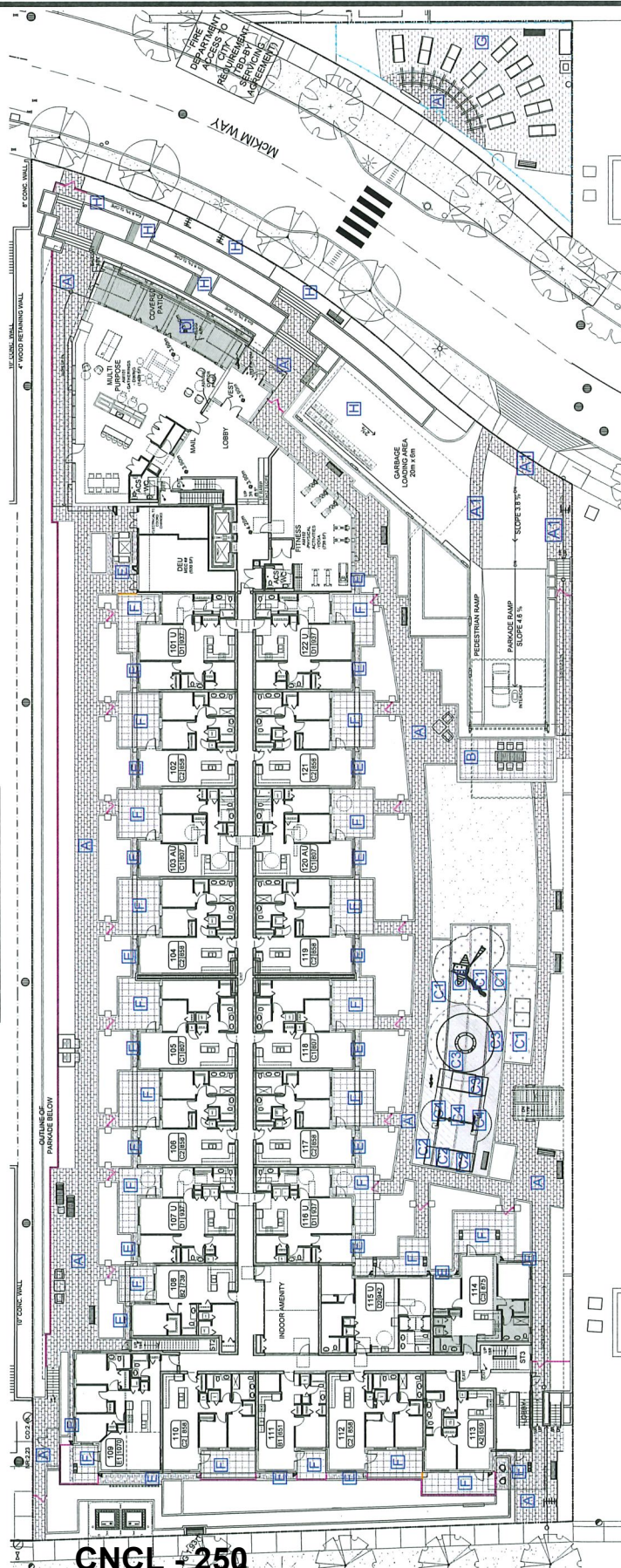
CLIENT:

PROJECT:

RESIDENTIAL DEV.  
9300 & 9320 CAMBIE RD.  
RICHMOND, BC

DRAWING TITLE:  
**FENCING & MATERIAL  
PLAN**

DATE: 20 FEB 27  
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DRAWN: YR  
DESIGN: YR  
CHKD: MCV  
DRAWING NUMBER: L5 OF 10  
PMG PROJECT NUMBER: 19-151

DP PLAN # 3e  
19151-9 ZIP

□






**CNCL - 250**

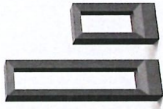
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**pang**  
LANDSCAPE  
ARCHITECTS  
Suite C100 - 4185 38th Street, Richmond, BC  
V6X 3E8  
p: 604 294-0011 f: 604 294-0022

SEAL:

LIGHT LEGEND

	STEP LIGHT
	RECESSED WALL LUMINAIRE
	BOLLARD LIGHT
	RECESSED BOLLARD
	UNIT ENTRY LIGHT



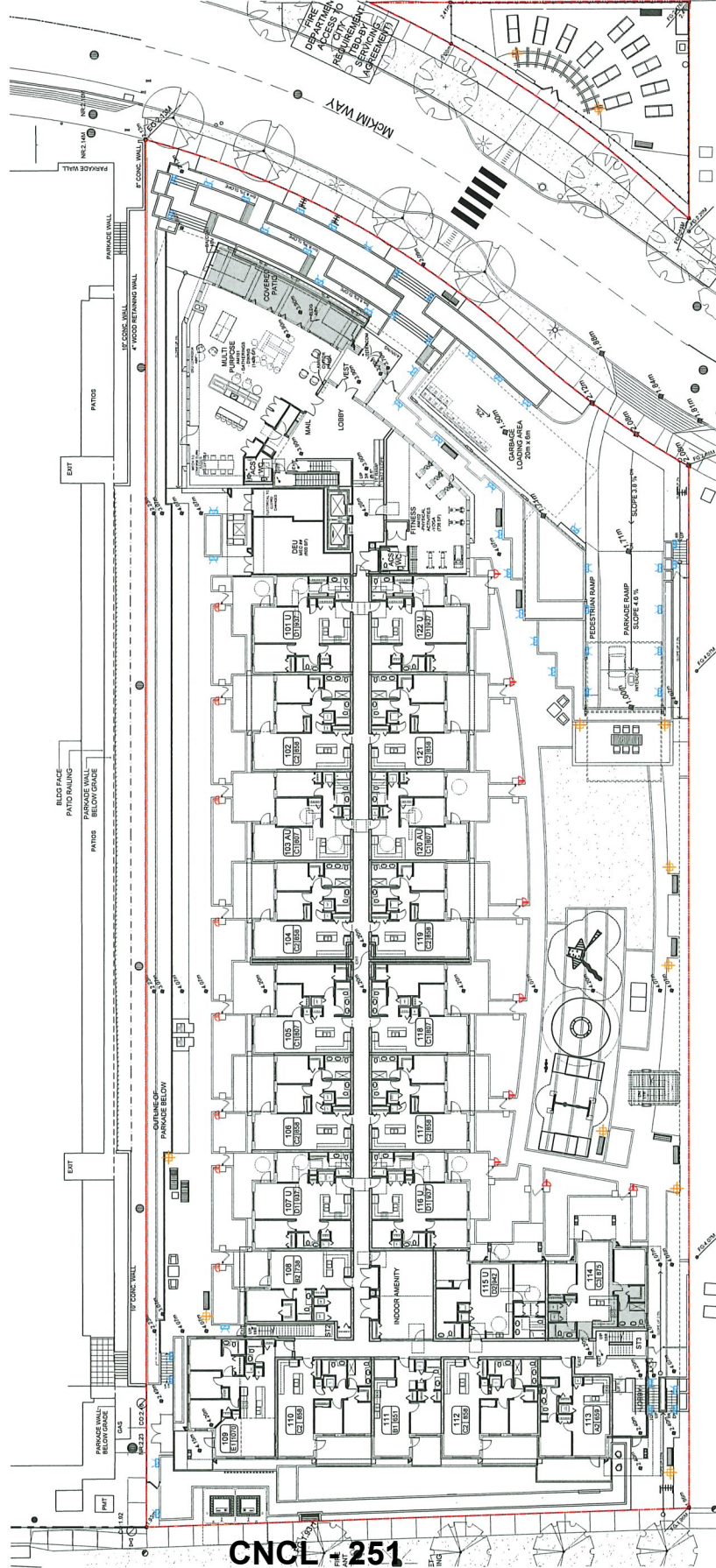
BEGA  
BOLLARD, SHIELDED



BEGA  
RECESSED WALL LUMINAIRE, SHIELDED



KUZCO  
MEDISEE, EXH297



CNCL - 251

PROJECT:  
RESIDENTIAL DEV.  
9300 & 9320 CAMBIE RD.  
RICHMOND, BC

DRAWING TITLE:  
LIGHTING  
PLAN

DATE: 20 FEB 27  
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CHECK: MZ  
PROJECT NUMBER: 19-151

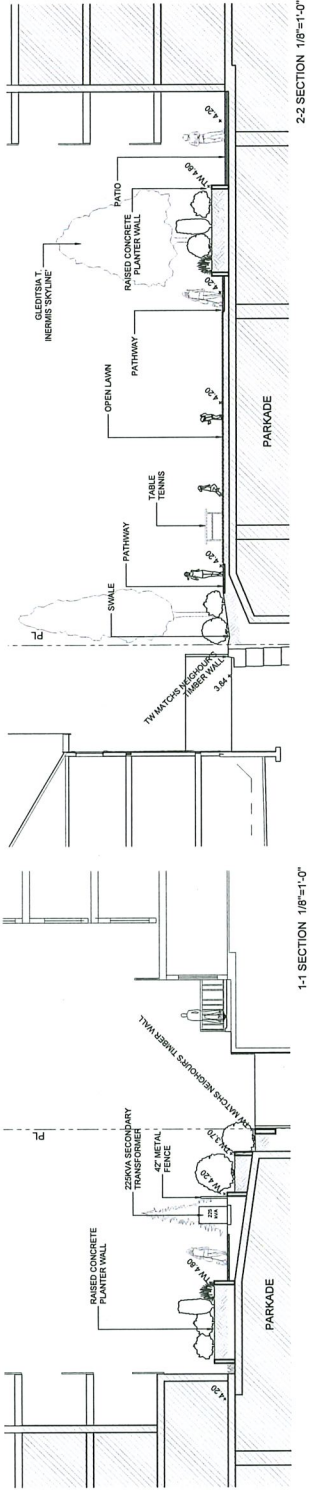
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19-151-3-3P

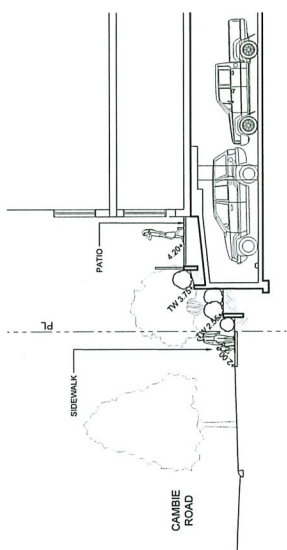
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**pmg**  
LANDSCAPE  
ARCHITECTS  
Suite 100, 1000  
Burnaby, British Columbia, V5C 6G9  
P: 604 294-0011 ; F: 604 294-0022

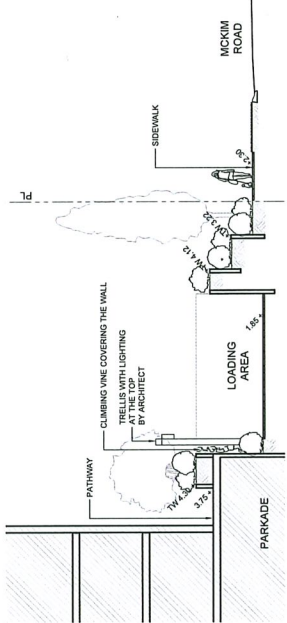
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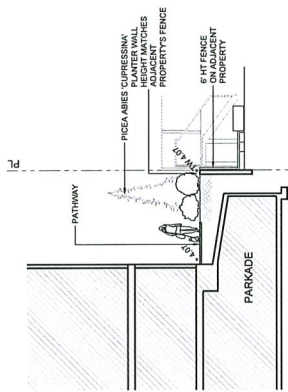
1-1 SECTION 1/8"=1'-0"



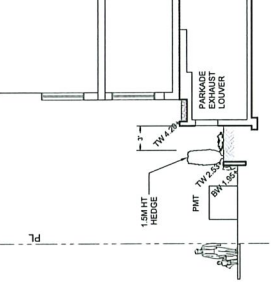
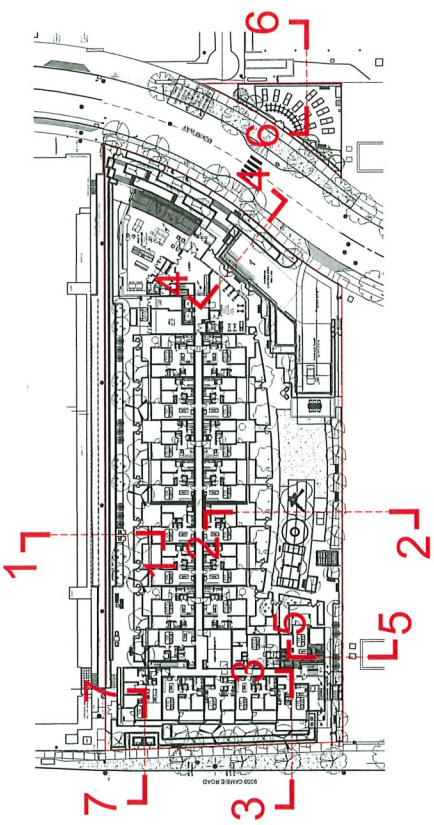
3-3 SECTION 1/8"=1'-0"



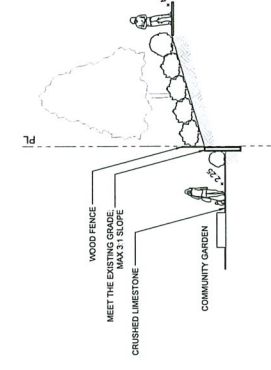
4-4 SECTION 1/8"=1'-0"



5-5 SECTION 1/8"=1'-0"



7-7 SECTION 1/8"=1'-0"



6-6 SECTION 1/8"=1'-0"

PROJECT:  
**RESIDENTIAL DEV.**  
9300 & 9320 CAMBIE RD.  
RICHMOND, BC

DRAWING TITLE  
**SECTIONS**

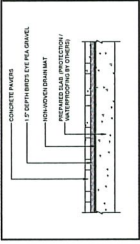
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DESIGN: YR  
CHKD: MCT  
PMG PROJECT NUMBER: 19-151

DP PLAN # 39

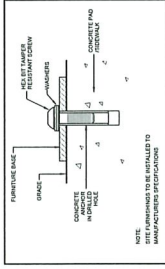
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**pmg**  
LANDSCAPE  
ARCHITECTS  
SUITE C100  
1800 BELL STREET  
RICHMOND, BC V6X 1A6  
P: 604-284-0011 | F: 604-284-0022

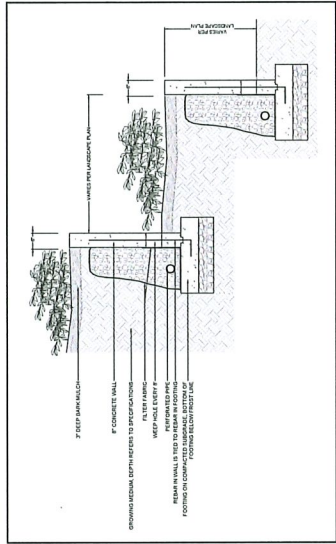
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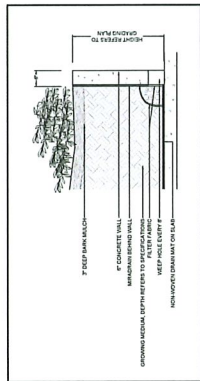
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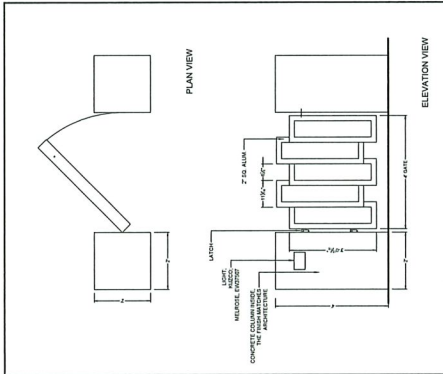
3 SITE FURNITURE MOUNTING  
SCALE: 1/2"=1'-0"



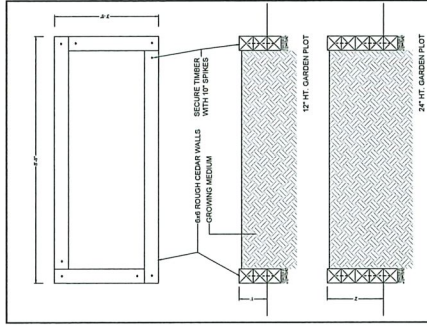
1-2 CONCRETE RETAINING WALL ON GRADE  
SCALE: 1/2"=1'-0"



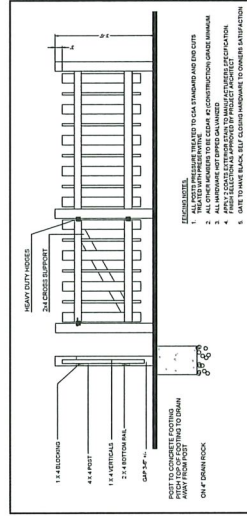
1-1 CONCRETE RETAINING WALL ON SLAB  
SCALE: 1/2"=1'-0"



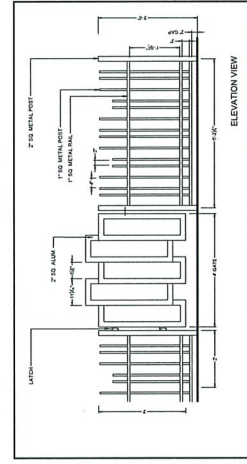
5 42" HIGH METAL GATE WITH COLUMNS  
SCALE: 1/2"=1'-0"



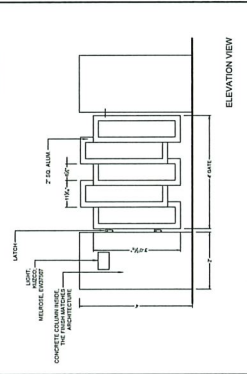
8 GARDEN PLOT  
SCALE: 1/2"=1'-0"



7 42" WOOD FENCE  
SCALE: 1/2"=1'-0"



6 42" HIGH METAL GATE WITH FENCE  
SCALE: 1/2"=1'-0"



5 42" HIGH METAL GATE WITH COLUMNS  
SCALE: 1/2"=1'-0"

PROJECT:

RESIDENTIAL DEV.  
9300 & 5320 CAMBIE RD.  
RICHMOND, BC

DRAWING TITLE  
DETAILS

DATE: 20 FEB 27  
SCALE: 1/2"=1'-0"  
DRAWN: YR  
DESIGN: YR  
CHKD: MCT  
PING PROJECT NUMBER: 19-451

DP PLAN # 3h



WOOLSEY  
OUTDOOR PING PONG TABLE



PICNIC TABLE  
HAUSER  
HARVEST 118" EXTENSION TABLE



KOMPAN  
PLAY PANEL 1 - CREATIVE - SKY  
(AGE 3-6)



KOMPAN PAVO  
(AGE 5-12)



KOMPAN TWO SETTING SWING  
(AGE 1-12)



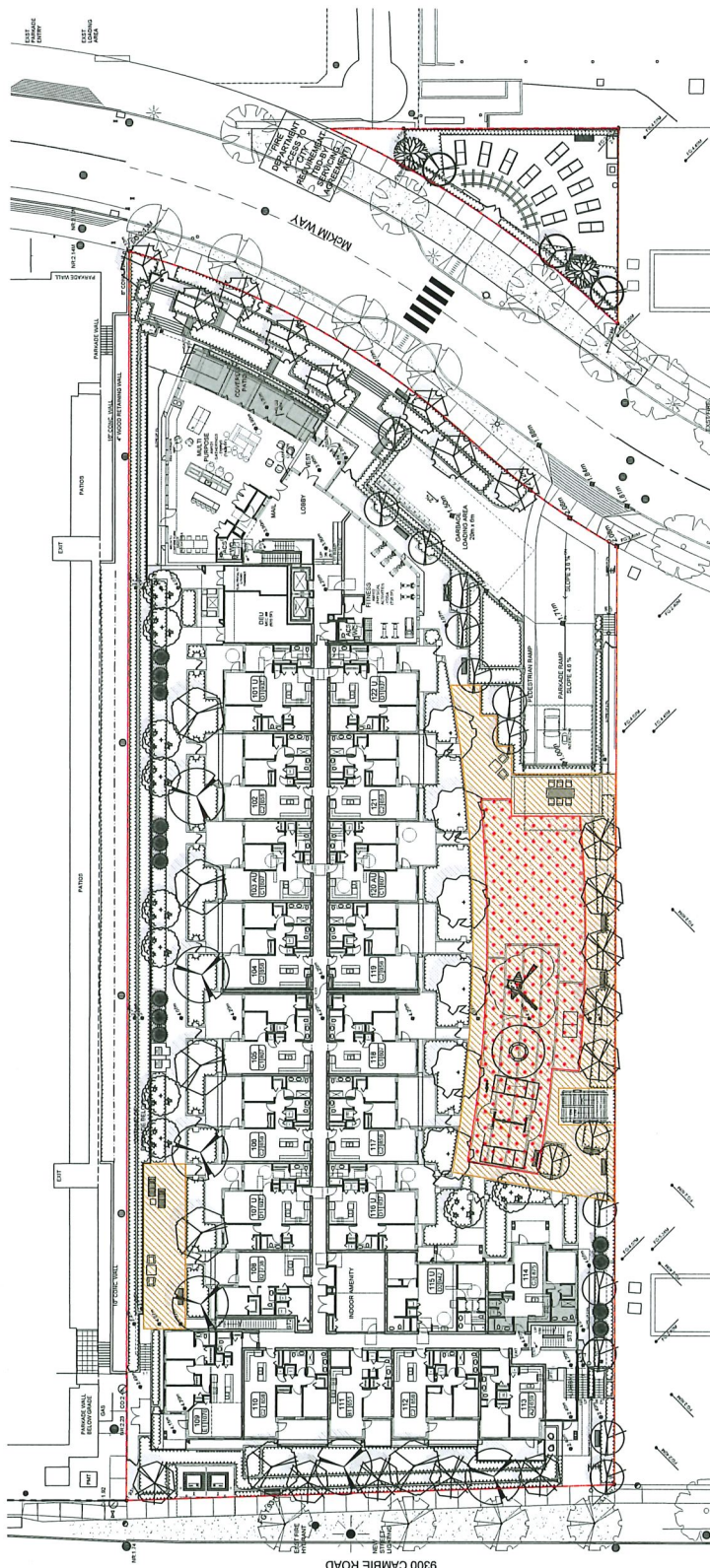
KOMPAN SUPERNOVA GREEN LINE  
(AGE 3-12)

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Richmond, BC V6X 2A6  
P: 604.294.0011 ; F: 604.294.0022

SEAL

AMENITY AREA: 848 SQ METERS  
PLAY AREA: 384 SQ METERS



NO.	DATE	REVISION DESCRIPTION	DR.
1	2018/01/14	CITY COMMENTS FOR SITE PLAN	VS
2	2018/01/14	NEW SITE PLAN	VS
3	2018/01/14	ADP COMMENTS	VS
4	2018/01/14	ADP COMMENTS	VS
5	2018/01/14	ADP COMMENTS	VS
6	2018/01/14	ADP COMMENTS	VS
7	2018/01/14	ADP COMMENTS	VS
8	2018/01/14	ADP COMMENTS	VS
9	2018/01/14	ADP COMMENTS	VS
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11	2018/01/14	ADP COMMENTS	VS
12	2018/01/14	ADP COMMENTS	VS
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14	2018/01/14	ADP COMMENTS	VS
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16	2018/01/14	ADP COMMENTS	VS
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99	2018/01/14	ADP COMMENTS	VS
100	2018/01/14	ADP COMMENTS	VS

CLIENT:

PROJECT:  
RESIDENTIAL DEV.  
9300 & 9320 CAMBIE RD.  
RICHMOND, BC

DRAWING TITLE:

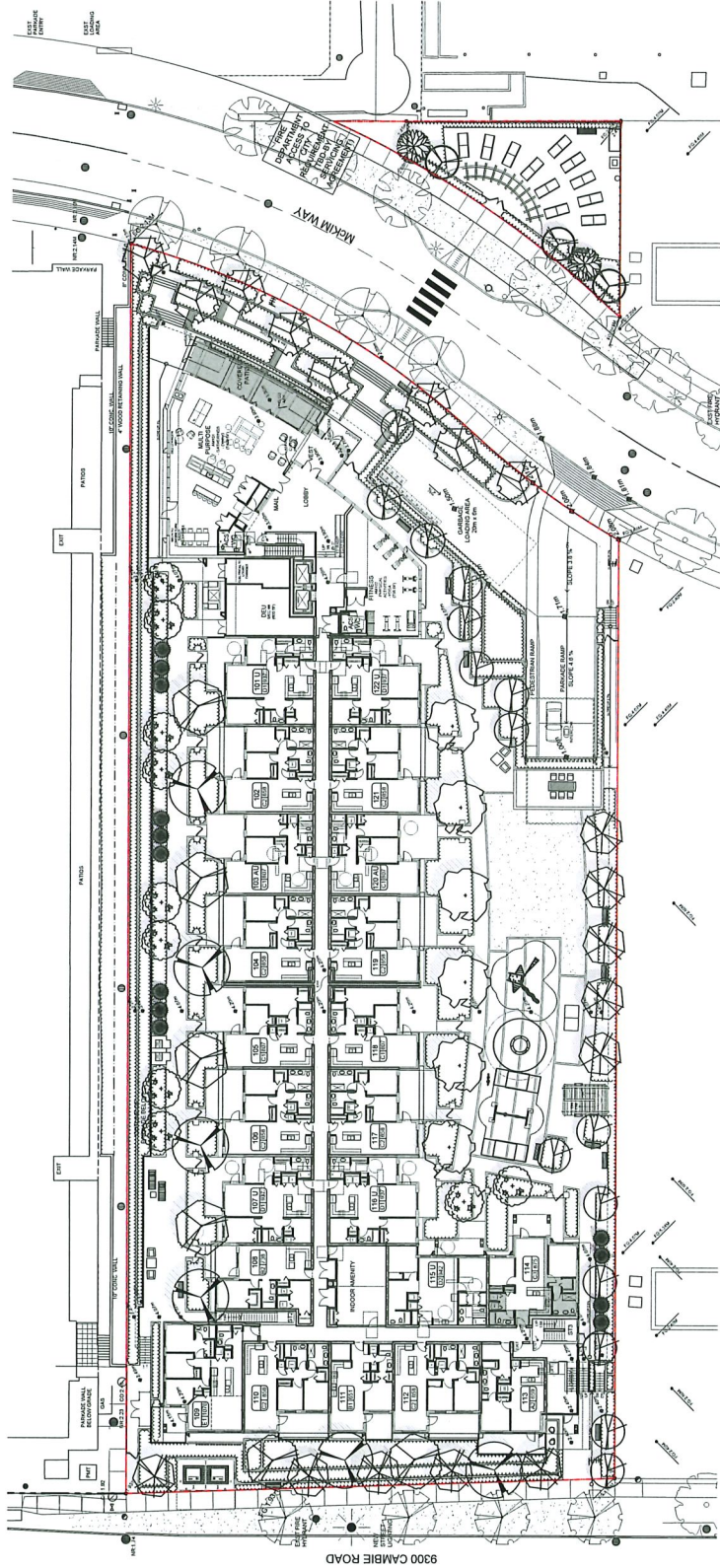
AFAA  
CALCULATION

DATE: 2018/01/14  
SCALE: 1/2"=1'-0"  
DRAWN: VS  
DESIGN: VS  
CHECK: AC  
PROJECT NUMBER: 19-151

DP PLAN # 3i

TOTAL SITE AREA: 6,736 M<sup>2</sup>  
SOFT LANDSCAPE AREA: 1,825.54 M<sup>2</sup>  
LOT COVERAGE PERCENTAGE: 27.1%  
POROUS AREA: 2206.86M<sup>2</sup>  
LOT COVERAGE PERCENTAGE: 32.8%

SOFT LANDSCAPE AREA  
POROUS AREA EXCEPT FOR SOFT LANDSCAPE AREA



DRAWING TITLE  
**AREA  
CALCULATION**

DATE: 20/FEB/27  
SCALE: 1/20"=1'-0"  
DRAWN: YH  
DESIGN: YH  
CHKD: MCT  
PMG PROJECT NUMBER: 19151-A-2P

**L10**

OF 10  
19-151



# City of Richmond

## Report to Council

---

**To:** Richmond City Council  
**From:** Joe Erceg  
Chair, Development Permit Panel  
**Date:** February 15, 2023  
**File:** DP 17-792931  
**Re:** Development Permit Panel Meeting Held on April 14, 2021

---

### Staff Recommendation

That the recommendation of the Panel to authorize the issuance of a Development Permit (DP 17-792931) for the properties at 9700, 9720 and 9800 Williams Road, be endorsed and the Permit so issued.

Joe Erceg  
Chair, Development Permit Panel  
(604-276-4083)

WC:ac

### **Panel Report**

The Development Permit Panel considered the following item at its meeting held on April 14, 2021.

DP 17-792931 – URBAN ERA BUILDERS & DEVELOPERS LTD.  
– 9700, 9720 AND 9800 WILLIAMS ROAD  
(April 14, 2021)

The Panel considered a Development Permit (DP) application to permit the construction of 18 townhouses, including three affordable housing units, on a site zoned “Town Housing (ZT81) - Williams Road”. No variances are included in the proposal.

Developer, Khalid Hasan, of Urban Era Builders and Developers Ltd.; Architect, Eric Law, of Eric Law Architect; and Landscape Architect, Donald Duncan, of Donald Duncan Development Consultant Landscape Architect, provided a brief presentation, including:

- The project includes three affordable housing rental units.
- Three-storey townhouse units are proposed along Williams Road and two-storey townhouses units are sited at the rear of the site in response to neighbouring single-family homes along the south side.
- Proposed vehicle access is from Williams Road and there will be future connections of the proposed east-west internal drive aisle on the subject site to neighbouring properties to the east should these redevelop into a townhouse development in the future.
- The existing public walkway along the west property line will be improved and widened and will provide pedestrian access to townhouse units along the west side as well as to the proposed common outdoor amenity area.
- The common outdoor amenity area is envisioned as a community gathering space.
- Individual entrances to the townhouse units fronting the public walkway along the west property line will be gated.
- The size of trees proposed to be planted is appropriate for the size of the proposed development.
- Permeable paving treatment is proposed on portions of the internal drive aisles, including along the internal pedestrian walkways to enhance pedestrian safety.

In reply to Panel queries, Eric Law and Donald Duncan noted that: (i) pedestrian access to the common outdoor amenity area from the public walkway will be gated; and (ii) appropriate measures including installation of barriers will be undertaken in order to protect the retained trees during construction.

In reply to a Panel query, staff noted that lighting along the public walkway will be provided through the Servicing Agreement for the proposed development.

Staff noted that: (i) the three affordable housing rental units will be subject to a Housing Agreement to ensure tenant eligibility is consistent with the City's Affordable Housing Strategy; (ii) the proposed development includes two convertible units; and (iii) a Servicing Agreement is associated with the project for site servicing and frontage works along Williams Road and improvements to the public walkway along the western edge of the subject site.

Staff distributed revised Development Permit Considerations on table to the Panel, clarifying the agreement for driveway cross access to the future development to the east of the subject site and included the provision of wayfinding signage as part of the agreement.

King Luk, Earl Luk and Quennie Law submitted correspondence to the Panel meeting. Staff noted that the correspondence included a request for shared driveway access through the subject site for the future development to the east. Staff noted a shared driveway access agreement was being secured and that staff has provided a written response to the correspondence.

The Panel expressed support for the project and appreciated the provision of three affordable low-end-market-rental (LEMR) units.

The Panel recommends the Permit be issued.