



City Council

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

**Monday, March 11, 2013
7:00 p.m.**

Pg. # ITEM

MINUTES

1. *Motion to adopt the minutes of the Regular Council Meeting held on Monday, February 25, 2013 (distributed previously); and*
- CNCL-10** *to receive for information the Metro Vancouver ‘Board in Brief’ dated February 22, 2013.*



AGENDA ADDITIONS & DELETIONS

PRESENTATIONS

- CNCL-14** (1) Suzanne Bycraft, Manager, Fleet & Environmental Programs, to present the Organics Recycling / Large Item Collection Program Implementation.
- CNCL-33** (2) Mark Gosse, Chair, Richmond Family and Youth Court Committee, to present the Committee’s 2012 Annual Report.

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
- Letter in Relation to a Proposed Increase in ‘Persons Living with Disabilities’ Benefits
- Healthy Richmond Survey
- Affordable Housing Strategy – Affordable Housing Special Development Circumstance Proposed Requirements
- Amendments to the Affordable Housing Strategy:
 - (i) Special Development Circumstance Proposed Requirements
 - (ii) Annual Review of Income Thresholds and Affordable Rent Rates
- Housing Agreement Bylaw 8991 (8280 & 8300 Granville Ave)
- Child Care Operator Selection for “The Gardens” Child Care Facility

Council Agenda – Monday, March 11, 2013

Pg. # ITEM

- Land use applications for first reading (to be further considered at the Public Hearing on Monday, April 15, 2013):
 - 7175 & 7191 Moffatt Road – Rezone from (RAM1) to (RTH1) (Matthew Cheng Architect Inc – applicant)

5. *Motion to adopt Items 6 through 14 by general consent.*

Consent
Agenda
Item

6. **COMMITTEE MINUTES**

That the minutes of:

- CNCL-50 (1) *the Finance Committee meeting held on Monday, March 4, 2013;*
- CNCL-54 (2) *the General Purposes Committee meeting held on Monday, March 4, 2013;*
- CNCL-57 (3) *the Parks, Recreation & Cultural Services Committee meeting held on Tuesday, February 26, 2013;*
- CNCL-62 (4) *the Planning Committee meeting held on Tuesday, March 5, 2013;*
- CNCL-87 (5) *the Council/School Board Liaison Committee meeting held on Wednesday, February 13, 2013;*

be received for information.

Consent
Agenda
Item

7. **REQUEST FOR SUPPORT LETTER IN RELATION TO A PROPOSED INCREASE IN ‘PERSONS LIVING WITH DISABILITIES’ (PWD) BENEFITS**

(File Ref. No.) (REDMS No. 3802364 v.2)

CNCL-94

See Page CNCL-94 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

That a letter be sent to the BC Premier in support of an increase in ‘Persons living With Disabilities’ (PWD) benefits to a minimum level of \$1200 per month.

Pg. # ITEM

Consent
Agenda
Item

8. **HEALTHY RICHMOND SURVEY**
(File Ref. No.:) (REDMS No.)

CNCL-58

See Page **CNCL-58** for details
(Parks, Recreation & Cultural Services Committee minutes of February 26, 2013)

**PARKS, RECREATION & CULTURAL SERVICES COMMITTEE
RECOMMENDATION**

- (1) *That the Healthy Richmond Survey presentation be received for information; and*
- (2) *That staff be directed to integrate the findings of the Healthy Richmond Survey with the goals and objectives of Council and 2013-2014 work plans.*



Consent
Agenda
Item

9. **AFFORDABLE HOUSING STRATEGY – AFFORDABLE HOUSING
SPECIAL DEVELOPMENT CIRCUMSTANCE PROPOSED
REQUIREMENTS**
(File Ref. No.) (REDMS No. 3785757)

CNCL-100

See Page **CNCL-100** for full report

PLANNING COMMITTEE RECOMMENDATION

That the Richmond Affordable Housing Strategy be amended by approving and adding as Addendum No. 4 to the Strategy the Affordable Housing Special Development Circumstance Proposed Requirements (as outlined in Attachment 1 of the staff report dated February 13, 2013 from the General Manager of Community Services).

CNCL-108

NOTE: Please see revised version of Richmond Affordable Housing Strategy Addendum No. 4.



Pg. # ITEM

Consent
Agenda
Item

10. **AFFORDABLE HOUSING STRATEGY: 2013 ANNUAL REVIEW OF INCOME THRESHOLDS AND AFFORDABLE RENT RATES**

(File Ref. No.) (REDMS No. 3800705 v.3)

CNCL-110

See Page CNCL-110 for full report

PLANNING COMMITTEE RECOMMENDATION

That the Richmond Affordable Housing Strategy be amended by approving and adding as Addendum No. 5 to the Strategy the 2013 Annual Income Thresholds and Maximum Permitted Rents for Affordable Housing (as outlined in Attachment 1 to the staff report dated February 13, 2013 from the General Manager of Community Services).



Consent
Agenda
Item

11. **HOUSING AGREEMENT BYLAW 8991 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 8280 AND 8300 GRANVILLE AVENUE (0938938 B.C. LTD.)**

(File Ref. No.) (REDMS No. 3806085)

CNCL-115

See Page CNCL-115 for full report

PLANNING COMMITTEE RECOMMENDATION

That Bylaw No. 8991 be introduced and given first, second and third readings to permit the City, once Bylaw No. 8991 has been adopted, to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application 12-615705.



Pg. # ITEM

Consent
Agenda
Item

12. **CHILD CARE OPERATOR SELECTION FOR “THE GARDENS” CHILD CARE FACILITY**
(File Ref. No.) (REDMS No. 3705870 v.7)

CNCL-139

See Page CNCL-139 for full report

PLANNING COMMITTEE RECOMMENDATION

That the Society of Richmond Children’s Centres be approved as the child care operator for the City-owned child care facility to be constructed at 10640 No. 5 Road (PID 028-631-595 Lot F Section 31 Block 4 North Range 5 West NWD Plan EPP12978), adjacent to “The Gardens” development, subject to the Society entering into a lease for the facility satisfactory to the City.



Consent
Agenda
Item

13. **APPLICATION BY MATTHEW CHENG ARCHITECT INC. FOR REZONING AT 7175 AND 7191 MOFFATT ROAD FROM MEDIUM DENSITY LOW RISE APARTMENTS (RAM1) TO HIGH DENSITY TOWNHOUSES (RTH1)**
(File Ref. No. 12-8060-20-9005; RZ 11-586988) (REDMS No. 3705419)

CNCL-142

See Page CNCL-142 for full report

PLANNING COMMITTEE RECOMMENDATION

That Bylaw 9005, for the rezoning of 7175 and 7191 Moffatt Road from “Medium Density Low Rise Apartments (RAM1)” to “High Density Townhouses (RTH1)”, be introduced and given first reading.



Consent
Agenda
Item

14. **RICHMOND COMMUNITY SERVICES ADVISORY COMMITTEE (RCSAC) YOUTH SUB-COMMITTEE FEEDBACK ON “CURRENT ISSUES THAT MAY BE IMPACTING RICHMOND ADOLESCENTS”**
(File Ref. No. 12-8060-20-9005, RZ 11-586988) (REDMS No. 3705419)

CNCL-65

See Page CNCL-65 for full details
(Planning Committee minutes of March 5, 2013)

PLANNING COMMITTEE RECOMMENDATION

That the Richmond Community Services Advisory Committee (RCSAC) Youth Sub-Committee report titled “Feedback on Current Issues that may be Impacting Richmond Adolescents” from the Chair dated November 2012:

- (1) *be received as information; and*

Pg. # ITEM

- (2) *be referred to the next Council/Board Liaison meeting for their information.*



CONSIDERATION OF MATTERS REMOVED FROM THE
CONSENT AGENDA

NON-CONSENT AGENDA ITEMS

PUBLIC ANNOUNCEMENTS AND EVENTS

NEW BUSINESS

BYLAWS FOR ADOPTION

CNCL-158

Development Application Fees Bylaw No. 8951, Amendment **Bylaw No. 8982**

Opposed at 1st/2nd/3rd Readings – None.



Council Agenda – Monday, March 11, 2013

Pg. #	ITEM	
CNCL-159	Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 8983 Opposed at 1 st /2 nd /3 rd Readings – None.	<input type="checkbox"/>
CNCL-160	Housing Agreement (5440 Hollybridge Way) Bylaw No. 8995 Opposed at 1 st /2 nd /3 rd Readings – None.	<input type="checkbox"/>
CNCL-188	Housing Agreement (6251 Minoru Boulevard) Bylaw No. 8996 Opposed at 1 st /2 nd /3 rd Readings – None.	<input type="checkbox"/>
CNCL-209	Richmond Official Community Plan Bylaw 7100, Amendment Bylaw No. 8910 (6111, 6251, 6391, 6451, 6551, 6611, 6631 and 6651 Minoru Boulevard, RZ 11-591685) Opposed at 1 st Reading – None. Opposed at 2 nd /3 rd Readings – None.	<input type="checkbox"/>
CNCL-211	Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 8914 (6251 Minoru Boulevard, RZ 11-591685) Opposed at 1 st Reading – None. Opposed at 2 nd /3 rd Readings – None.	<input type="checkbox"/>
CNCL-217	Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 8614 (6311, 6331, 6351, 6371 No. 4 Road, RZ 06-346055) Opposed at 1 st Reading – None. Opposed at 2 nd /3 rd Readings – None.	<input type="checkbox"/>

DEVELOPMENT PERMIT PANEL

15. RECOMMENDATION

See DPP Plan Package (distributed separately) for full plans

CNCL-219
CNCL-231

- (1) *That the minutes of the Development Permit Panel meeting held on Wednesday, February 27, 2013, and the Chair's report for the Development Permit Panel meetings held on February 27, 2013, February 13, 2013, February 29, 2012 and June 27, 2007 be received for information; and*
- (2) *That the recommendations of the Panel to authorize the issuance of:*
 - (a) *a Development Permit (DP 12-617639) for the property at 5440 Hollybridge Way;*
 - (b) *a Development Permit (DP 12-609958) for the property at 6251 Minoru Boulevard;*
 - (c) *a Development Permit (DP 10-556907) for the property at 6311, 6331, 6351, 6371 No. 4 Road; and*
 - (d) *a Development Permit (DP 07-362006) for the property at 6351, 6391, and 6491 Minoru Boulevard;**be endorsed, and the Permits so issued.*

ADJOURNMENT

For Metro Vancouver meetings on Friday, February 22, 2013

Please note these are not the official minutes. Board in Brief is an informal summary. Material relating to any of the following items is available on request from Metro Vancouver.

For more information, please contact either:

Glenn Bohn, 604-451-6697, Glenn.Bohn@metrovancouver.org or

Greg Valou, 604-451-6016, Greg.Valou@metrovancouver.org

Greater Vancouver Regional District**Pacific Spirit Regional Park, Wreck Beach Trail 6 Swimmer Safety****APPROVED**

Wreck Beach is a popular clothing-optional beach located in Pacific Spirit Regional Park. For years, some beach users, via the Wreck Beach Preservation Society (WBPS), have complained about disruption from watercraft near the beach.

The Wreck Beach Trail 6 swim area is an extremely busy site during the peak summer season. Since 2002, MV has worked with WBPS and Transport Canada to quantify safety issues and put into place appropriate measures to address swimmer safety. Staff recommended requesting more RCMP marine patrols plus enhanced signage for both boaters and swimmers.

The Board passed a resolution to:

- a) send a letter to RCMP E Division Offices requesting marine patrols of the Wreck Beach Trail 6 swim area, and enforcement of Transport Canada's Vessel Operation and Restriction Regulations during the 2013 summer season, contingent upon no cost to Metro Vancouver; and to
- b) direct staff to explore options with Port Metro Vancouver for additional buoys and to work with the Wreck Beach Preservation Society to encourage agreement to safe separation of swimmers and marine vessels.

**City of Richmond Request to Port Metro Vancouver's Land Use Planning
Not to Expand on ALR Lands****APPROVED**

Metro Vancouver acknowledges the need for industrial land by Port Metro Vancouver and places priority on preserving and increasing the supply of industrial land in the region. The potential for encroachment of industrial uses into agricultural land led to the inclusion of an Agriculture designation as part of Metro Vancouver's Regional Growth Strategy (RGS).

Metro Vancouver has expressed concerns regarding Port Metro Vancouver's acquisition and use of Agricultural Land Reserve (ALR) lands on several occasions in the past. Expansion of Port activities on designated agricultural land would undermine Metro Vancouver's Regional Growth Strategy.

The Board resolved that the Board Chair write a letter requesting that Port Metro Vancouver's proposed Land Use Plan not include any designation that would allow non-agricultural uses on ALR lands. The letter is to be addressed to the Federal Minister of Transport, Infrastructure and Communities, the BC Minister of Agriculture, the Chair of the BC Agricultural Land Commission and the Chair of Port Metro Vancouver's Board.

South-West British Columbia Food System Design and Planning Project**RECEIVED**

Dr. Kent Mullinix and Dr. Arthur Fallick from Kwantlen Polytechnic University requested that Metro Vancouver become a partner in the South-West British Columbia Food System Design and Planning Project. The objective of the project is to put forward an "actionable plan for building a sustainable food system that creates income and jobs and builds social capital."

While interesting ideas for innovative practices and policies may emerge from this work, Metro Vancouver staff did not recommend financial support for the project as currently defined.

The Board received for information the report about Kwantlen Polytechnic University's proposal.

Greater Vancouver Regional District Air Quality Management Bylaw No. 1082, 2008 - Staff Appointments**APPROVED**

Metro Vancouver's Air Quality Regulatory Program supports the goals of the Integrated Air Quality and Greenhouse Gas Management Plan by promoting compliance with air quality management bylaws regulating the discharge of air contaminants.

The Greater Vancouver Regional District Air Quality Management Bylaw 1082, 2008 delegates authority upon Board-designated Assistant District Directors and Officers.

The Board appointed Kathy Preston as an Assistant District Director and rescinded Don Miller as an Assistant District Director and Officer.

Development of an Organic Materials Processing Odour Emission Control Regulatory Model**APPROVED**

Metro Vancouver staff has proposed a regulatory model that an odour emissions control bylaw that would apply to facilities processing organic material, such as rendering plants, composting facilities, anaerobic digesters, and animal feed manufacturers.

Stakeholders have expressed concerns about the proposed regulatory approach in consultation sessions.

The Board referred the proposed Odour Emission Control Regulatory Model back to staff for further review in consideration of consultation results.

Appointment of Metro Vancouver Housing Corporation Directors 2013 **APPROVED**

The Metro Vancouver Housing Corporation (MVHC) is a non-profit corporation providing affordable housing to thousands of families in Metro Vancouver. MVHC has a board of directors appointed by Metro Vancouver, its sole shareholder. Housing Committee membership increased by two in 2013, so the number of directors on the MVHC board must also increase accordingly.

The Board appointed Councillors Kerry Jang and Brad West as directors of the MVHC Board, effective February 8, 2013.

UBC Alma Mater Society Liquor Licence Application – Extension of Hours at the Student Union Building **APPROVED**

The UBC Alma Mater Society (AMS) wants to change the hours of operation for its liquor licence at the Student Union Building. In November 2012, Metro Vancouver received an AMS request to provide comments on their liquor licence application. UBC and the applicant are located within Electoral Area A.

Under the Liquor Control and Licensing Act, local governments or First Nations may choose whether or not to provide input for liquor licence applications in areas where they have jurisdiction.

The Board declined to provide comments or recommendations to the Liquor Control and Licensing Branch with regard to the application by the Alma Mater Society to change their liquor primary licence at the Student Union Building at UBC.

Greater Vancouver Regional District Labour Relations Service Bylaw No. 1182, 2012 **APPROVED**

The Board approved minor amendments to Bylaw 1182, which sets out the terms and conditions of the labour relations service that will be provided by Metro Vancouver, as well as an amended 2013 budget, which is reduced budget by \$768.

Long Term Infrastructure Program (LTIP) Update **APPROVED**

Metro Vancouver elected officials and staff have been working closely with the Federation of Canadian Municipalities (FCM) to develop a long term infrastructure financing strategy.

With the Building Canada Fund due to expire, the Federal Government's response is imminent. Metro Vancouver and member municipalities represent one of the largest metropolitan regions in



Canada. High quality of life and economic prosperity can only be maintained with ongoing investment in municipal infrastructure.

The Board resolved to write a letter to the Federal Minister of Finance, in support of FCM's position on the role of Canada regarding long term infrastructure financing.

Greater Vancouver Sewerage and Drainage District

New Waste-to-Energy Capacity Project – Update

**RECEIVED &
APPROVED**

The Board received a report with updates on the New Waste to Energy (WTE) Capacity Project:

Highlights:

- A request for qualifications (RFQ) for waste-to-energy technology was issued on November 23, 2012, and is scheduled to close on February 14, 2013. Staff expects to present the list of qualified respondents to the Zero Waste Committee in April 2013.
- Metro Vancouver has issued an RFQ seeking a technical consulting team to assist in the remaining stages of the project. The team will have expertise in health and air quality; WTE technology; WTE procurement; large infrastructure financing, financial modeling and public private partnerships; environmental and other regulatory processes.
- Metro Vancouver has been notified that the New WTE Capacity Project has been successfully screened in to Round 4 of the P3 Canada Fund.
- The MV project team is in the process of identifying a WTE technology expert to sit on the Third Party Expert Panel. The Third Party Expert Panel is tasked with ensuring that the technology procurement process is unbiased.
- Metro Vancouver has declined the Fraser Valley Regional District (FVRD)'s request to appoint an observer on the Third Party Expert Panel.
- The MV project team has initiated the engagement and consultation program which includes a political liaison committee with the FVRD.

The Board also directed the Chair of the Zero Waste Committee to work with the FVRD Chair to form a political liaison committee to support the development of an FVRD engagement and consultation strategy.

Let's
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waste!

GREENCART

Implementation Update

Presented by: Suzanne Bycraft
Manager, Fleet & Environmental Programs

Richmond City Council

March 11, 2013

CNCL - 14



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Program Overview – June 2013

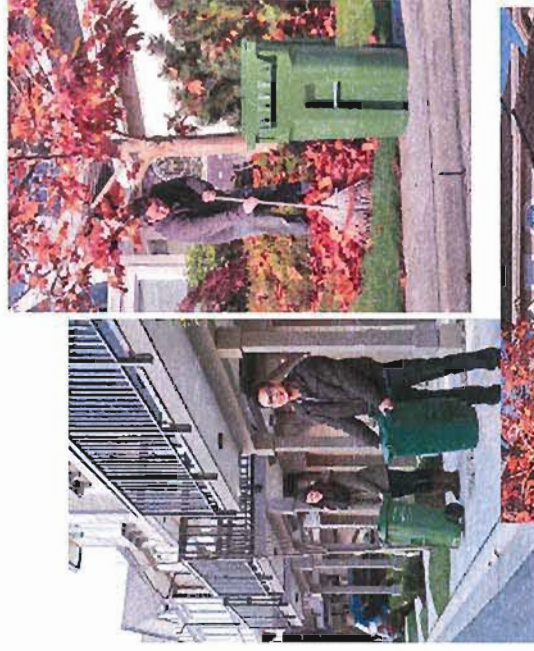
1. Green Cart – New and enhanced service for residents

IMPROVED!

Enhanced service for single-family residents

NEW!

New service for townhome residents



2. New Large Item Pick Up program for single-family & townhomes (with City garbage and/or Blue Box)



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GREENCART Program Overview



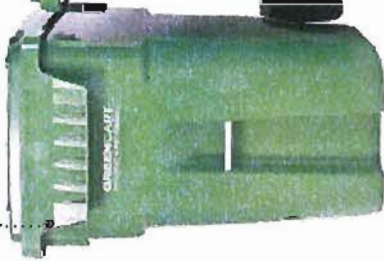
- For recycling food scraps and yard trimmings
- Program was designed based on input from residents, including specific feedback from residents who participated in the recent Green Cart pilot project
- New Green Cart benefits:
 - Wheels make it easy to move
 - Attached and secure lids
 - Sturdy and rodent/animal resistant
 - No weight limit

RICHMOND'S GREEN CART
MAKING IT EASY TO RECYCLE FOOD SCRAPS AND YARD TRIMMINGS!



Green Cart Program Overview (Cont'd)

Let's trim our waste!

	EXTRA LARGE	LARGE	MEDIUM	SMALL
	360 litres D 34.5 x W 25 x H 44.5 inches	240 litres D 27.5 x W 24.5 x H 43 inches	120 litres D 21 x W 19 x H 37.5 inches	80 litres D 21.5 x W 16 x H 34.5 inches
				
	STANDARD			

IMPROVED!

Enhanced Green Cart for single-family homes

- *Cart size option:* 80 L, 120 L, 240 L, 360 L
- *Standard size:* 240 L (Large)
- Residents can use Green Carts in place of, or in addition to, their existing Green Cans

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Green Cart Program Overview (Cont'd)

SMALL
80 litres

D 21.5 x W 16 x
H 34.5 inches

COMPACT
46.5 litres

D 12 x W 11 x
H 27 inches



STANDARD

New Green Cart program for townhome residents (with City garbage and/or Blue Box)

- *Cart size selection: 46.5 L or 80 L*
- *Standard size: 46.5 L (Compact)*



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waste!

Large Item Pick Up Program Overview

NEW! New program for single-family and townhome residents
(with City garbage and/or Blue Box)



- Up to 4 large items will be picked up on request per year
 - Acceptable items include mattresses, household furniture and appliances
- Call Sierra Waste Services Ltd.
604-270-4622
- Collection will be on resident's garbage/recycling collection day

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Implementation Schedule

Timeline	Activities
December, 2012 to Feb. 28, 2013	<ul style="list-style-type: none">• Custom cart size order - Dec. 2012 to Feb. 28, 2013• Residents who opt not to select a preferred size will receive the standard size of:<ul style="list-style-type: none">- 240 L for single-family homes- 46.5 L for townhomes
April and May, 2013	<ul style="list-style-type: none">• Carts delivery – about 2 months to complete• Residents will receive:<ul style="list-style-type: none">- A Green Cart, kitchen container with a bin liner- Information brochure: program details and tips on what can be recycled in the Green Cart, what will be accepted under the large item pick up program and how to make arrangements for pick up
June, 2013	Green Cart and Large Item Pick Up Program starts!

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Community Education Program

Phase

Phase 1: Awareness
(November – December)



Green Cart outreach at Richmond Centre Mall

Activities

Raise awareness about the new programs

- Media launch with Mayor Brodie on Dec. 6
- Set-up of Green Cart displays at 6 City facilities (City Hall, Recycling Depot, Steveston, Thompson, South Arm and Hamilton Community Centres)
- Information posted on City's website, use of social media and newspaper ads

Community Program Education (Cont'd)

Let's trim our waste!

Phase	Activities
<p>Phase 2: Cart Selection (December – February)</p>  <p><i>Sample transit shelter ad for Jan. 2013</i></p>	<p>Raise awareness of the various cart sizes available and how they can select their desired size</p> <ul style="list-style-type: none"> ○ <u>Series of ads</u> in local and Chinese language newspapers ○ Transit shelter ads ○ Direct mail to residents (<u>letter, calendar, brochure and postage paid order card</u>) ○ Translated/Chinese brochure on City website ○ Information included in City's utility bill



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Community Program Education (Cont'd)

Phase	Activities
<p data-bbox="522 1470 625 1906">Phase 3: Cart Delivery (March and May)</p>  <p data-bbox="1193 1512 1242 1858"><i>Kitchen container for temporary storage of food scraps</i></p>	<p data-bbox="522 352 636 1390">Inform residents of when cart delivery will take place and program details.</p> <ul data-bbox="649 241 1388 1297" style="list-style-type: none"><li data-bbox="649 241 820 1297">○ Extensive advertising in local and Chinese language papers, New Home Living magazine, transit shelter ads, etc.<li data-bbox="901 331 1388 1297">○ Detailed <u>program information</u> will also be provided directly to residents with the delivery of the carts<ul data-bbox="1088 525 1388 1207" style="list-style-type: none"><li data-bbox="1088 861 1120 1207">• Kitchen container<li data-bbox="1128 1039 1161 1207">• Letter<li data-bbox="1177 525 1209 1207">• Information brochure with tips and FAQ<li data-bbox="1218 525 1250 1207">• 2 Complimentary bin liners and coupons<li data-bbox="1258 262 1347 1207">• Information on where to purchase paper yard waste bags and bin liners<li data-bbox="1356 535 1388 1207">• Reminder stickers for kitchen container

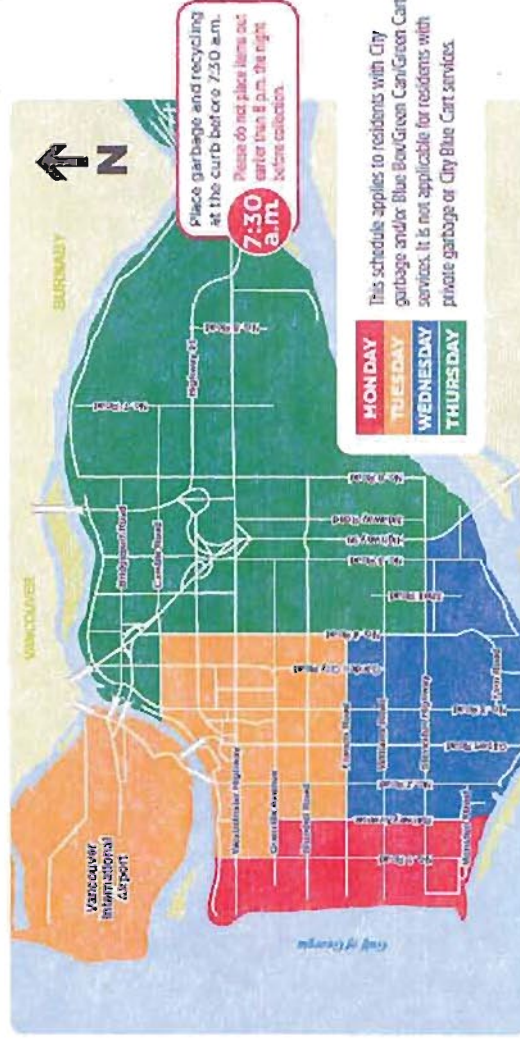
Let's trim our waste!

Community Program Education (Cont'd)

Phase 3: Cart Delivery (Cont'd)

Tentative Cart Delivery Schedule to residents in single-family and townhomes

Collection Day	Estimated Delivery Schedule
Monday	April 2 – 15
Tuesday	April 16 – 30
Wednesday	May 1 – 16
Thursday	May 16 – May 30



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Community Program Education (Cont'd)

Phase	Activities
Phase 4: Launch (June)	<p>The launch phase will principally be to support residents and answer/clarify questions about the program.</p> <ul style="list-style-type: none"><li data-bbox="695 373 808 1325">○ Ads in local paper and Chinese language newspapers<li data-bbox="883 848 927 1325">○ Transit shelter ads<li data-bbox="1013 415 1057 1325">○ Potential media program launch event<li data-bbox="1138 716 1182 1325">○ Frontline phone support

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Resident Feedback

Green Cart Program	Large Item Pick Up Program
<ul style="list-style-type: none">• Positive responses• Pleased to be receiving carts by the City and recognize the convenience they provide• Request for clarification about the program• What to do with Green Cans• Very small minority indicated they do not wish to receive carts• Question if City will provide carts for garbage in the future	<ul style="list-style-type: none">• Well received• Residents are able to easily understand the program• Looking forward to receiving the service

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Other Planned Initiatives and Future Considerations

Active Workplan Items

1. Packaging and Printed Paper/Multi-Material BC (MMBC) Stewardship Plan
2. Eco Centres – Funding Equity
3. Review of New/Expanded EPR Programs for Potential Expansion at Recycling Depot
4. Communication Strategy – “Let’s Trim Our Waste”



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Other Planned Initiatives and Future Considerations (Cont'd)



Planned Activities

5. Review of Organics Collection Option for Multi-Family and Commercial
6. Demolition, Land Clearing Bylaw
7. Eco Centre

Future Considerations

8. Potential Expansion of Municipal Recycling Services
9. Introduce Carts for Curbside Garbage Collection
10. Review of Frequency of Collection Services for Garbage Collection

Thank You!

Let's trim our waste!

Let's trim our waste!

NEW!

RICHMOND'S GREEN CART

For food scraps and yard trimmings recycling

- Easy to use
- Secure lid and wheels
- No weight limits
- Sized to fit your needs

Let's trim our waste!

HOW THE COMPOSTING CYCLE WORKS

Here's what happens to our food scraps when we recycle them...

- 1** Food scraps + yard trimmings
- 2** Green Cart
- 3** Composting facility
- 4** Composting soil
- 5** Use compost to grow food and for gardening

CYCLE BACK TO STEP 1!



Let's trim our waste!

RICHMOND'S NEW GREEN CART COMING JUNE 2013

FOR RECYCLING FOOD SCRAPS & YARD TRIMMINGS – SELECT YOUR CART SIZE BY FEBRUARY 28, 2013!

FOR SINGLE-FAMILY HOMES

EXTRA LARGE
360 litres
0 24.5' W x 36' H
1 44.5 inches

LARGE
240 litres
0 27.5' W x 24.5' H
1 43 inches

MEDIUM
120 litres
0 21.5' W x 19' H
1 37.5 inches

SMALL
80 litres
0 15.5' W x 16' H
1 34.5 inches



FOR TOWNHOMES

COMPACT
46.5 litres
0 12.5' W x 11' H
1 27 inches

SMALL
60 litres
0 12.5' W x 16' H
1 34.5 inches

ENHANCED PROGRAM FOR SINGLE-FAMILY HOMES AND NEW FOR TOWNHOMES!

「有輪綠桶」對用戶住宅區提供的服務，對 townhomes 是全新的服務！

2013年6月，列治文將推行全新「有輪綠桶」(GREEN CART) 計劃

循環回收剩菜殘渣及庭院修剪廢物：請在2013年2月28日或之前向市府選擇訂適合容量的有輪綠桶！

單戶住宅選用

特大號
360公升
0 24.5呎 x 36呎
1 44.5吋

大號
240公升
0 27.5呎 x 24.5呎
1 43吋

中號
120公升
0 21.5呎 x 19呎
1 37.5吋

小號
80公升
0 15.5呎 x 16呎
1 34.5吋

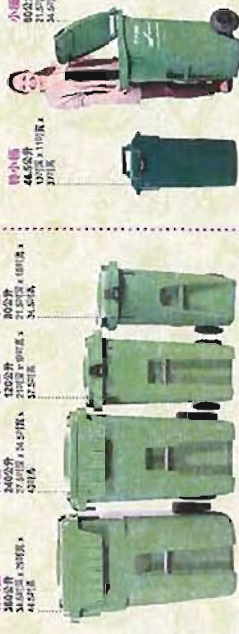
By mail or drop box at City facilities:
Use the Cart Selection postage-paid postcard, which is available at City facilities and will be mailed in January to homes in the Green Cart program.

By phone:
Environmental
Sierra Waste Solutions

城市屋選用

特大號
46.5公升
0 12.5呎 x 11呎
1 27吋

小號
60公升
0 12.5呎 x 16呎
1 34.5吋



Let's trim our waste!

Local newspaper: Richmond Review

網上預訂：

請親臨或親臨已預選的富臨閣或進入各市府網站的收單器；富臨閣在都市界外於富臨閣，並請致電富臨閣已發展目前已發展目前已發展目前已發展

郵局預訂或家用收單器：

富臨閣或親臨已預選的富臨閣或進入各市府網站的收單器；富臨閣在都市界外於富臨閣，並請致電富臨閣已發展目前已發展目前已發展目前已發展

電話預訂：

請用專線訂或親臨收單器電話：604-278-4010
Sierra 富臨閣收單器或客戶服務專線：604-230-4722

傾心全力減少廢物！



Chinese dailies: Sing Tao, Ming Pao, World Journal



Let's trim our waste!

Information Kit #1

City of Richmond Environmental Programs
5505 Lusk Lane,
Richmond, BC V7Z 6S9



SELECT YOUR GREEN CART SIZE NOW!
Let's trim our waste!

SELECT YOUR GREEN CART SIZE NOW!

SMALL 250 LITERS

MEDIUM 375 LITERS

LARGE 500 LITERS

ULTRA LARGE 625 LITERS

Richmond's Enhanced Green Cart Program! After a year of the successful Green Cart & the standard 500 liter cart, we are introducing a new size to help you trim your waste.

Now you can select your cart size in 4 options. See what yours fits into!

How many carts do you have?

1 (The included standard size)

2

3

4

Richmond

Insert #4: Postage Paid Green Cart Order Post Card



Insert #3: 2013 Collection calendar

NEW GREEN CART & LARGE ITEM PICK UP FOR SINGLE-FAMILY HOMES—STARTING JUNE 2013

INTRODUCING GREENER CARTS
RICHMOND'S ENHANCED GREEN CART PROGRAM IS INTRODUCING AN ENHANCED GREEN CART SERVICE TO MAKE IT EASIER AND MORE CONVENIENT TO RECYCLE FOOD SCRAPS AND YARD TRIMMING. THIS enhanced program, which starts in June 2013, is designed to help you trim your waste and reduce your carbon footprint. The new program includes two new cart sizes and new services for attached lots. The new service includes recycling cart size options - new single lot households should know to select the cart size that works best for you.

NEW LARGE ITEM PICK UP PROGRAM
With the new Large Item Pick Up program that starts in June, residents can return up to four large household items per year picked up at the curb by appointment. This includes furniture, electronics, appliances, and tools that help to address special recycling needs.

Richmond

Insert #2: Information Brochure

City of Richmond

Michelle D. Boudle
Mayor

Richmond, BC V7Z 6S9
Tel: 604-273-8000
Fax: 604-273-8000
www.richmond.ca

Dear Valued Residents:

Starting June 2013, Richmond introduces new Green Cart and Large Item Pick Up Programs. As you plan to complete your household recycling, we encourage you to participate. Together, we can reduce our carbon footprint and improve our quality of life.

- New Green Cart sizes will be provided to residents who currently have standard size Green Carts. The new Green Cart & the standard 500 liter cart will be provided to residents who do not have a Green Cart.
- The new Large Item Pick Up Program will allow residents to return up to four large household items per year picked up at the curb by appointment.
- The new Large Item Pick Up Program will allow residents to return up to four large household items per year picked up at the curb by appointment.
- The new Large Item Pick Up Program will allow residents to return up to four large household items per year picked up at the curb by appointment.

Thank you for your participation in this program. We look forward to working with you to reduce our carbon footprint and improve our quality of life.

Michelle D. Boudle
Mayor

Insert #1: Introduction Letter



Let's trim our waste!

Information Kit #2

Note: Gray space indicates clear bag

City of Richmond

INTRODUCING YOUR NEW GREEN CART!

FOR RECYCLING FOOD SCRAPS AND YARD TRIMMINGS



See inside! This kit bag is filled with tips on how to use your Green Cart, plus a free bin liner, coupons and more...

Reminder: Start using your Green Cart on your first collection day in June (do not use before June 1st/2nd!)

Let's trim our waste



Customized zip-lock bag with 6 inserts

NEW GREEN CART PROGRAM

GREEN CART RECYCLING

GREEN CART TIPS

GREEN CART FAQS

LARGE ITEM PICK UP



INTRODUCING YOUR NEW GREEN CART AND LARGE ITEM PICK UP PROGRAMS

NEW SERVICES START ON YOUR FIRST COLLECTION DAY IN JUNE

Recycling items and services available through 7 days and convenient to recycle food scraps and yard trimmings

Let's trim our waste! Richmond

Insert #1 – cover letter
Insert #2 – program brochure



FOOD SCRAPS: FRUIT & VEGETABLE PEELINGS, FOOD-SOILED PAPER

ALSO INCLUDE: PASTA • BREAD • COFFEE GROUNDS • MEAT & BONES • TOGG & DAIRY PRODUCTS • PAPER TOWEL & PLATES

For more information visit www.richmond.ca/greencart

Insert #4 – kitchen container sticker/decals

EASY MAINTENANCE OPTIONS!

POPEE BAIL LINERS AND KITCHEN CONTAINERS

For added protection and to help with any maintenance, you may wish to use a paper liner in your bin. The paper liner is designed to prevent any spills from leaking into your bin. It is also designed to be easy to remove and replace.

POPEE BAIL LINER	POPEE BAIL LINER	POPEE BAIL LINER	POPEE BAIL LINER	POPEE BAIL LINER
100% Recycled Paper	100% Recycled Paper	100% Recycled Paper	100% Recycled Paper	100% Recycled Paper
100% Recycled Paper	100% Recycled Paper	100% Recycled Paper	100% Recycled Paper	100% Recycled Paper
100% Recycled Paper	100% Recycled Paper	100% Recycled Paper	100% Recycled Paper	100% Recycled Paper

Let's trim our waste!

Insert #3 – information about bin liners and where to purchase them



Insert #5 – two sample bin liners
Insert #6 – two coupons for bin liners





Richmond Family and Youth Court Committee (RFYCC)

Annual Report

2012

RICHMOND FAMILY and YOUTH COURT COMMITTEE (RFYCC)

2012 ANNUAL REPORT

Table of Contents

1.	Background Information	2
2.	2012 Membership	3
3.	Chairperson's Report	4
4.	Sub-Committee Reports:	
	a) Court Watch Sub-Committee	8
	b) Richmond Community Services Advisory Committee	10
5.	Mandate of the Family Court Committee.....	11
6.	Mandate of the Youth Criminal Justice Act.....	12
7.	Richmond Family & Youth Court Committee 2012 Business Plan.....	13

Background Information

The Family and Youth Court Committee is provided for in law under the *Provincial Court Act* and the *Youth Criminal Justice Act*.

The Committee is community based and is accountable to the Mayor and City Council, as well as to the Attorney-General of British Columbia. The Richmond Family and Youth Court Committee is the longest established Committee with continuous service in the Province since its establishment in 1964.

The Committee gathers information with respect to issues raised by the Court, its officers, clients and by the community. The Committee draws upon the support of the community and advocates for improvements in the justice system. Examples of presentations with relevant programs include: *Youth Criminal Justice Act*, Restorative Justice Program, Legal Services Society, the B.C. Law Society, Victim Assistance Program, Family Maintenance Enforcement Programs, etc.

The Richmond Family and Youth Court Committee makes submissions to the Attorney-General and other Ministers on proposed changes in legislation and administrative practices, which may have an effect on the delivery of youth and family court services. The Richmond Family and Youth Court Committee works as a liaison with other Family Court Committees on issues of mutual concern. We encourage Committee members to attend conferences to further their knowledge about best practices on issues facing their community and the justice system.

To achieve the mandate of "understanding and monitoring the legislation and administrative practises relating to the justice system", volunteer members of the Committee regularly attend both family and youth court. As impartial observers, they view cases involving applications made under: the *Family Relations Act*, *Interjurisdictional Support Orders Act*, *Family Maintenance Enforcement Act*, *Child Family and Community Services Act*, and the *Youth Criminal Justice Act*.

Issues and concerns arising from court watch activities are reported to the Family and Youth Court Committee at monthly meetings for follow-up action to effect improvements. These may include identified gaps in service, lack of adequate resources, or concerns regarding courtroom process.

Court watch volunteers make objective observations on courtroom procedures, while respecting and maintaining the privacy of individuals involved in the proceedings.

2012 Membership

Richmond Family and Youth Court Committee (RFYCC)

**Ruby Ba
Mohamed Dewji
Shannon Faleiro
Kevin Filkow
Mark Gosse
Eray Karabilgin
Nathaniel Lim
Maryanne Schulz
William (Bill) Shayler
Harvey Slobod
Teresa Vozza**

Council Liaison: Councillor Evelina Halsey-Brandt

CHAIRPERSON'S REPORT

Membership Overview

The Richmond Family and Youth Court Committee (RFYCC) commenced 2012 with eleven members. Three members elected not to continue on the Committee in 2013 and, as a result of recruitment conducted in the Fall with the assistance of the City Clerk's Office, one additional member was appointed for 2013 for a total membership of nine. All members were actively involved in the Committee and most made time to attend and observe court proceedings.

Activities in 2012

- As part of our mandate, the Richmond Family and Youth Court Committee membership attends and observes Family and Youth Court cases. The number of cases our committee members can observe is determined by the availability of committee members to attend court on any specific day of the week. This Committee's mandate is to observe and report on court proceedings. Committee members who do attend court, observe the proceedings as well as the courthouse environment. They then attend monthly meetings to impart their knowledge and understanding of some of the important issues which need to be addressed. They may also make some recommendations for improvements or changes they feel may improve the overall court experience.
- The following table provides a comparison of the Committee activities (membership, court cases observed and committed volunteer hours) for the past five years:

Activity	2007	2008	2009	2010	2011	2012
# Committee Members	11	14	13	8	15	11
# of court cases observed	717	652	458	435	518	522
# Volunteer hours	N/A	800	1200*	1975**	800	970

* Approximately 600 hours were devoted to the planning and organizing of a Family and Youth Court conference in Richmond that year.

** The data provided for 2010 was not accurately reported and a more appropriate estimate of the total volunteer hours of service for that year would be 700.

- In 2012 the Committee with the support of the City, contributed to a number of improvements to the Richmond Provincial Courthouse facility including the following:
 - ⇒ A pamphlet rack was relocated to a more accessible location on the first floor. The Committee provided funding for a lighting fixture over the rack. Mr. Bill Shaylor was instrumental in arranging for a variety of current and relevant brochures that would assist people involved with the Family and Youth Courts.

- ⇒ At the suggestion of the Committee, a second infant change table was provided by the City and installed by a Provincial Government contractor in one of the men's public washrooms at the courthouse.
 - ⇒ Following a further suggestion by the Committee, the City provided and installed directional street signs to assist the public in locating the courthouse.
 - ⇒ With the involvement of a number of parties, the Committee was successful in facilitating the construction of a new and improved "wayfaring" kiosk. The Committee is most grateful to the City and the involved staff for the construction of this kiosk and looks forward to its installation early in 2013.
- The Committee identified a number of concerns with respect to the lack of judicial and other resources in relation to the Richmond Family Court. It was noted this contributed to court delays, self-representation by applicants and respondents, a lack of consistency of presiding judges. Action taken in relation to these concerns involved the following:
 - ⇒ The Committee included these concerns in the 2011 Annual Report to the City and the Attorney General.
 - ⇒ The Committee provided information that was included in a Richmond News article on May 23, 2012 that described the lack of judicial and other resources that as contributing to court delays.
 - ⇒ At the suggestion of the City Council, the Committee wrote to the Attorney General on June 14, 2012 outlining the concerns and submitting a number of recommendations to address the issues.
 - ⇒ On July 6, 2012, Mayor Malcom Brodie, on behalf of The Council of the City of Richmond wrote to the Attorney General, supporting the concerns and suggestions submitted by the Committee.
 - The Committee continues to seek designation as a Youth Court Committee from the Attorney General (pursuant to s. 18 of the *Youth Criminal Justice Act*). This request was submitted in 2011 and, again, in 2012. Despite intervention by the office of MLA Ron Howard in 2012, no response to this request has been received.
 - The Committee has responded to requests from the Vancouver and Tri-Cities Family Court Committees for information and assistance and, in May 2012, the Chairperson attended and made a presentation to the Tri-Cities Committee.
 - The Committee receives and is grateful to the City for an annual grant of \$2,500.00. As indicated in the table below, in 2011 the Committee had expenses of \$ 1,575.11. The costs for the Annual Dinner relate to a catered event in 2011 and it is expected the 2012 costs will be at least 50% lower. In addition, it is expected refreshment expenses next year will be minimal. Finally, expenses for lighting related to the courthouse brochure rack ((\$300.00) installed this year will be committed and paid in 2013.

ITEM	EXPENSES	BALANCE
Annual Grant		\$2500.00
1. Meeting Expenses		
- Refreshments	\$442.81	
- Annual Holiday Dinner	\$1,032.30	
2. RCSAC Annual Dues	\$50.00	
4. Miscellaneous	\$50.00	
Total Expenses		\$1,518.95
Balance		\$981.05

- With respect to the organization and functioning of the Committee, all requirements of the *Provincial Court Act, s. 5* and the Committee's Terms of Reference were met including: the appointment of the committee; the necessary number of members; appointment of a chair and vice-chair; more than the prescribed number of meetings; and the submission of an annual report. The Committee prepared and approved a 2012 Annual Business Plan that references the legal mandate and Terms of Reference of the Committee and relates that to the Committee's priorities, performance measures as well as action and expenses related to those priorities. A copy of the 2012 RFYCC Business Plan is attached to this report.
- In 2012, the Committee received the following presentations:
 - January 4 - His Honour Judge Chen, Administrative Judge for the Robson Square and Richmond Courts.
 - February 1 - Richard Dubras, Executive Director, Richmond Addiction Services.
 - March 7 - Lisa Nixon and Michelle Duncan, KidStart Program, Pacific Legal Education Association.
 - May 2 - Sarah Swift, Crown Counsel, Ministry of Attorney General
 - June 6 - Clark Chu, Youth Probation Officer, Ministry of Children and Family Development.
 - September 12 - Amir Javid, StreetSmarts Facilitator and Chris Samulak, Coordinator, Community Assessment and Action Network (CAAN).
 - October 3 - Shelley Behr, Collaborative Divorce Coach and Counsellor.
 - November 7 - Dave Cooper, Touchstone Family Services.

In Conclusion

At year's end, I wish to thank all members of this committee for their hard work and commitment during the year. I am pleased that 8 out of 11 members are returning in 2013. This year we thank and also say goodbye to Mohamed Dewji, Kevin Filkow and Eray Karabilgin for their time, effort and many contributions to the Committee and welcome, for the coming year, Ebrahim Bawa.

The Committee thanks Mayor Malcolm Brodie and Richmond City Council for supporting us with a place to meet, an annual budget and a Committee Clerk to record our monthly meetings and prepare our Annual Report. In addition, the support of the City in providing for improvements to the court house facility is very much appreciated.

Councillor Evelina Halsey-Brandt was again appointed to our Committee as the Council Liaison for 2012. She continued to be an incredible source of information and guidance. She enthusiastically participated in our meetings and always quickly followed through with any requests for assistance. We thank her very much and are delighted that she will be returning as our Council Liaison for 2013.

We extend a special thank you to the City Clerk's office for the continued guidance and support to this committee. We especially thank Jodie Allesia and Sheila Johnston for helping to keep this committee organized and for their willingness to assist with any detail at a moment's notice.

The Committee enjoyed a large and active membership in 2012. A number of improvements to the court house facility were accomplished that support the established priorities of the Committee. I envision that the ideas, suggestions and enthusiasm of the members will spill over into 2013 in a positive and meaningful way, leading to a another successful year.

Respectfully submitted,
Mark Gosse
Chairperson 2012

SUB-COMMITTEE REPORTS

Court Watch Sub-Committee

Chaired by Bill Shayler

Court watch duties in 2012 were shared by Ruby Ba, Mohamed Dewji, Shannon Faleiro, Kevin Filkow, Mark Gosse, Eray Karabilgin, Nathaniel Lim, Maryanne Schulz, Bill Shayler, Harvey Slobod, and Teresa Vozza.

We are very pleased to report that two programs RFYCC advocated for, Parenting After Separation and free Duty Counsel, continue to make attending court an easier experience for people in Richmond. Members observing court sessions observed members of the public coming before the Court had access to and utilized the services of Duty Counsel, Family Justice Workers and Family Case Conferences and Trial Preparation Conferences.

In 2012, there continued to be a lack of permanent judges assigned to the Richmond Provincial Court. Notwithstanding the presence of visiting judges, the number of operating court rooms remained low in this year. The Court Observers made the following comments with respect to these changes.

- There continues to be long delays in scheduling matters before a case manager and for hearing/trial. These delays cause concerns and issues for all involved but, in particular, for family members experiencing the trauma of a family break-up.
- It was apparent the decrease in judicial and court resources continue to have an impact on scheduling. For example, there were scheduling conflicts when matters that had been set for hearing/trial at a time when more judges and courtrooms were available were faced with the reduced capacity. In short, more than one trial would be scheduled before a judge at the same time which contributed to "plea bargains", expedited proceedings or caused matters scheduled for hearing/trial to be further delayed.
- The reduction in judicial and court resources also contributed to the scheduling of different types of cases in the same court, on the same days. For example, in a courtroom full of family members waiting to have their family matters dealt with, the court would be compelled to also call criminal and civil cases.
- Court Observers have noted a significant decline in the number of Youth Court cases. This decline and the scheduling of Youth Court matters in different time periods has made it difficult to arrange comprehensive court observation schedules for the Youth Court.

A compounding issue, particularly with family relations matters was the number of cases with unrepresented parties that contributed to longer proceedings and case resolutions.

As noted earlier in this report, the Committee has conveyed these concerns to the City Council, Attorney General and the media.

Finally, while there has been some interest and progress in other parts of the Province for establishing specialized judicial and other resources in relation to domestic violence, in Richmond these matters are dealt with as a part of the Provincial Court adult criminal process. As this involves the scheduling of domestic violence cases throughout the week, it has been difficult to accomplish any significant court observation activities in this regard in 2012.

In conclusion, we wish to express our appreciation to Manjit Sandhu, Court Manager (and previous Court Watch Committee member) and her competent and courteous staff at the Richmond Courthouse.

Respectfully submitted,
Bill Shayler, Court Watch Sub-Committee

|

Richmond Community Services Advisory Committee (RCSAC)

Attended by Maryanne Schulz

The Richmond Service Advisory Committee (RCSAC) has two objectives - to educate and to share information regarding social, health and community matters.

Funded by the City of Richmond, the RCSAC has served the City since 1979 by incorporating a diverse set of goals, both short and long term, in order to improve the well-being of the community.

The Richmond Family and Youth Court Committee delegates a member to attend the RCSAC meetings. Thirty-one agencies, two citizen appointees, one individual member, a City of Richmond council liaison, and a city staff liaison attend the meetings. The group shares information and collectively works to improve social matters.

As a member of the Richmond Family and Youth Court Committee I feel privileged to represent our committee on the RCSAC. The various agencies that are part of the RCSAC bring information to the table that is of interest to all Richmond residents and definitely to the Court Committee. In the last year, as the liaison of the RFYCC I participated in a number of the following RCSAC initiatives: 'hot topics' were chosen for the RCSAC to explore; the Addictions and Mental Health Sub-committee worked to identify gaps in services; a 3 person sub-committee reviewed the 2012 Community Social Services Survey with a mandate to prepare a summary of the survey for council and also to make recommendations for changes to the 2013 survey; and planning for a Provincial All Candidates Meeting that will be held in the Spring. Some of the information that has been passed on to the Court Committee includes: the Richmond Children's Charter, information on child poverty, various senior's issues, and the impact of not having a Youth Support Worker in each high school.

Relevant information on topics such as addiction, domestic violence, poverty, and youth is obtained from these meetings and shared at the Richmond Family and Youth Court Committee meetings. In addition, the representative has the opportunity to work on sub committees and be a voting member of the committee.

Respectfully submitted,
Maryanne Schulz

MANDATE OF THE FAMILY COURT COMMITTEE

Municipal authority to appoint Family Court Committees and the mandate and duties of persons appointed are set down as mandatory requirements in section (5) of the *Provincial Court Act, Chapter RSBC 1996*.

- (1) *A municipality must have a family court committee appointed by the municipal council in January of each year.*
- (2) *The members of a family court committee must include persons with experience in education, health, probation or welfare.*
- (3) *The members of a family court committee serve without remuneration.*
- (4) *If a court facility in which family matters are dealt with serves more than one municipality or area not in a municipality, the family court committee must be composed of representatives from each area served.*
- (5) *The municipalities involved must appoint one member of the family court committee as chair, and another as vice chair.*
- (6) *The family court committee must do the following:*
 - (a) *meet at least 4 times a year to consider and examine the resources of the community for family and children's matters, to assist the court when requested and generally, to make the recommendations to the court, the Attorney General or others it considers advisable;*
 - (b) *assist the officers and judges of the court, if requested, to provide a community resource or assistance in individual cases referred to the committee;*
 - (c) *report annually to the municipalities involved and to the Attorney General respecting their activities during the past year.*

MANDATE OF THE YOUTH CRIMINAL JUSTICE ACT

The desirability of maintaining community involvement in the provincially-administered youth justice system is addressed in section 18 of the *Youth Criminal Justice Act* which allows for the discretionary establishment of a Youth Justice Committee. Section 18 of the Youth Criminal Justice Act states that:

Youth justice committees

18. (1) The Attorney General of Canada or a province or any other minister that the lieutenant governor in council of the province may designate may establish one or more committees of citizens, to be known as youth justice committees, to assist in any aspect of the administration of this Act or in any programs or services for young persons.

Role of committee

(2) The functions of a youth justice committee may include the following:

(a) in the case of a young person alleged to have committed an offence,

(i) giving advice on the appropriate extrajudicial measure to be used in respect of the young person,

(ii) supporting any victim of the alleged offence by soliciting his or her concerns and facilitating the reconciliation of the victim and the young person,

(iii) ensuring that community support is available to the young person by arranging for the use of services from within the community, and enlisting members of the community to provide short-term mentoring and supervision, and

(iv) when the young person is also being dealt with by a child protection agency or a community group, helping to coordinate the interaction of the agency or group with the youth criminal justice system;

(b) advising the federal and provincial governments on whether the provisions of this Act that grant rights to young persons, or provide for the protection of young persons, are being complied with;

(c) advising the federal and provincial governments on policies and procedures related to the youth criminal justice system;

(d) providing information to the public in respect of this Act and the youth criminal justice system;

(e) acting as a conference; and

(f) any other functions assigned by the person who establishes the committee.

**RICHMOND FAMILY AND YOUTH COURT COMMITTEE
2012 BUSINESS PLAN**

OBJECTIVE	MANDATE	ACTIVITIES	INDICATORS	Status	Costs
1 Effectiveness of RFYCC	PCA s. 5;	Maintain Committee	RFYCC appointed pursuant to Act	Committee maintained	0
	PCA 5 (2), T.O.R.	Maintain Required # of members	8-15 Appropriate members appointed	11 Members appointed	0
	PCA s.5 (5)	Appoint Chair/Vice-Chair	Chair and Vice- Chair Appointed	Chair and Vice Chair appointed	0
	YCJA s. 18	Determine Status -Youth Justice Committee	Status confirmed, action taken as necessary	Designation requested twice, action pending	0
	PCA s. 5 (6)(a)	Hold at least 4 meetings per year	10 Meetings per year held	10 Meetings held	\$1475.11 (for meeting refreshments and 2011 annual dinner)
	PCA s. 5 (6)(c)	Submit Annual Report to Council and AG	Annual Report produced and submitted	Annual Report prepared and submitted.	0
2. Effectiveness of Provincial FYCCs	PCA s. 5	Support annual meetings of FYCCs	Support provided	No annual meeting took place	0
3. Monitor Family/Youth Activities & Resources	PCA s.5 (6)(a)	Maintain Court Watch Program	Program maintained	Court Watch program maintained	No recorded 2012 expenses for name tags, forms.
		Maintain liaison with the RCSAC	Liaison Maintained	Liaison maintained	Annual Dues \$50.00

OBJECTIVE	MANDATE	ACTIVITIES	INDICATORS	Status	Costs
4. Enhance Awareness/ Education of Community	YCJA s. 18(d); T.O.R.	Experts/speakers present at committee meetings	8 Presentations made	8 Presentations completed	No recorded 2012 expenses for Honorarium/gift for speakers
		Members attend relevant workshops/conferences	Support attendance of 4 members	No costs related to attendance at workshops	0
		Improve information, signage at court facility	Signage, brochures improved	Directional signs, brochure rack, infant change table and "wayfaring" kiosk provided	\$300.00 for lighting over brochure rack to be charged to 2013 budget (City funded other initiatives)
		Promote Community based awareness and education initiatives	Initiatives supported; Youth/students appointed to committee	Student appointed to Committee	0
		Examine means to improve community awareness (e.g. media clipping service, newsletter, regular media articles)	Awareness initiatives undertaken	Information provided to media re: lack of judicial and other resources.	0
5. Assist in individual cases, if requested	PCA s. 5 (6)(b); YCJA s. 18(2)(a)	Provide assistance if requested	Assistance provided as requested	No assistance requested.	0

OBJECTIVE	MANDATE	ACTIVITIES	INDICATORS	Status	Costs
6. Submit advice to government courts and others regarding policy, procedures and youth rights	PCA s. 5 (6)(a); YCJA s. 18(2)(b) and (c)	Submit Advice as required	Advice submitted as necessary	Provided advice to City Council, Attorney General re: lack of judicial and other resources.	0
		Provide advice and recommendations in Annual Report	Advice and recommendations provided in Annual Report		0

Summary - Grants and Costs 2012

Grant, City of Richmond	\$2,500.00
Projected Expenditures	\$1,575.11 (includes \$50.00 miscellaneous expenses)
Projected Balance	\$924.89

Support in kind from the City of Richmond is gratefully acknowledged and appreciated. This includes meeting space for the Committee, clerical and other support from the City of Richmond Counsellor and staff, parking permits for members of the Court Watch sub-committee and advertisements for the recruitment of committee members.

Note: PCA – Provincial Court Act;
 YCJA – Youth Criminal Justice Act;
 TOR – Terms of Reference;
 RCSAC – Richmond Community Services Advisory Committee.



Finance Committee

Date: Monday, March 4, 2013

Place: Anderson Room
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair
Councillor Chak Au
Councillor Linda Barnes
Councillor Derek Dang
Councillor Evelina Halsey-Brandt
Councillor Ken Johnston
Councillor Bill McNulty
Councillor Linda McPhail
Councillor Harold Steves

Call to Order: The Chair called the meeting to order at 4:21 p.m.

MINUTES

It was moved and seconded
*That the minutes of the meeting of the Finance Committee held on Monday,
February 4, 2013, be adopted as circulated.*

CARRIED

FINANCE AND CORPORATE SERVICES DEPARTMENT

1. **FINANCIAL INFORMATION – 4TH QUARTER DECEMBER 31, 2012**
(File Ref. No.) (REDMS No. 3797568 v.7)

Jerry Chong, Director, Finance, was available to answer questions. A brief discussion ensued about: (i) the 2014 budget approval and allocating surplus funds to reserve accounts; (ii) the increase in gaming revenues; (iii) the increase in office space vacancies; and (iv) the average interest rates being received for the City's cash and investment portfolio. It was noted that the City's funds are kept in low risk investments.

It was moved and seconded

That the staff report titled Financial Information – 4th Quarter December 31, 2012 from the Director, Finance be received for information.

CARRIED

RICHMOND OLYMPIC OVAL CORPORATION

2. **4TH QUARTER 2012 – FINANCIAL INFORMATION FOR THE RICHMOND OLYMPIC OVAL CORPORATION**
(File Ref. No.) (REDMS No. 3805767)

Andrew Nazareth, General Manager, Finance and Corporate Services, and John Mills, General, Manager, Richmond Olympic Oval Corporation, were both available to answer questions. Mr. Nazareth highlighted a typo on the Richmond Oval Corporation Statement of Operations, and noted that the third line from the bottom of the spreadsheet should read as: 'Net income before transfer to reserves' rather than 'Net income after transfer to reserves'.

In answer to a question about the Oval Corporation's expenses related to Sport Hosting, Mr. Mills provided an explanation about how the amount of Sport Hosting revenue was recognized to offset the Sport Hosting expenditures during the fourth quarter, and that the expenses included salaries and other expenditures related to sport hosting activities including attracting events to the City.

Mr. Mills also spoke about how changing all of the light bulbs at the Richmond Olympic Oval combined with reducing the number of lights being used in the evenings to one-third has resulted in overall energy savings.

Finance Committee
Monday, March 4, 2013

It was moved and seconded

That the report on Financial Information for the Richmond Olympic Oval Corporation for the fourth quarter ended December 31, 2012 from the Controller of the Richmond Olympic Oval Corporation be received for information.

CARRIED

3. 2013 OPERATING BUDGET - RICHMOND OLYMPIC OVAL CORPORATION

(File Ref. No.) (REDMS No. 3805773)

Mr. Mills and Mr. Nazareth were both available to answer questions. A discussion ensued about the expected increase in labour costs, and Mr. Mills advised that the expected increase was a result of salary and wage adjustments subsequent to a review process that had been conducted, and that several previously approved positions were anticipated to be filled in the near future. George Duncan, Chief Administrative Officer provided further information regarding the unfilled positions, noting that the Oval Corporation's Board of Directors allowed the Oval to operate understaffed until there was proven financial performance, and therefore some positions are now being filled.

Discussion also took place about finding the most appropriate tenants to lease retail space at the Oval facility, and about promoting further growth of the facility by allocating certain events and activities to mornings and afternoons rather than during peak hours of operation.

It was moved and seconded

That the report on the 2013 Operating Budget for the Richmond Olympic Oval Corporation from the Controller of the Richmond Olympic Oval Corporation be received for information.

CARRIED

ADJOURNMENT

It was moved and seconded

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

CARRIED

Finance Committee
Monday, March 4, 2013

Certified a true and correct copy of the Minutes of the meeting of the Finance Committee of the Council of the City of Richmond held on Monday, March 4, 2013.

Mayor Malcolm D. Brodie
Chair

Shanan Sarbjit Dhaliwal
Executive Assistant
City Clerk's Office



General Purposes Committee

Date: Monday, March 4, 2013

Place: Anderson Room
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair
Councillor Chak Au
Councillor Linda Barnes
Councillor Derek Dang
Councillor Evelina Halsey-Brandt
Councillor Ken Johnston
Councillor Bill McNulty
Councillor Linda McPhail
Councillor Harold Steves

Call to Order: The Chair called the meeting to order at 4:04 p.m.

MINUTES

It was moved and seconded
*That the minutes of the meeting of the General Purposes Committee held on
Monday, February 18, 2013, be adopted as circulated.*

CARRIED

General Purposes Committee
Monday, March 4, 2013

COMMUNITY SERVICES DEPARTMENT

1. **REQUEST FOR SUPPORT LETTER IN RELATION TO A PROPOSED INCREASE IN 'PERSONS LIVING WITH DISABILITIES' (PWD) BENEFITS**

(File Ref. No.) (REDMS No. 3802364 v.2)

It was moved and seconded

That a letter be sent to the BC Premier in support of an increase in 'Persons living With Disabilities' (PWD) benefits to a minimum level of \$1200 per month.

CARRIED

LAW AND COMMUNITY SAFETY DEPARTMENT

2. **SHARK FINS**

(File Ref. No. 12-8000-04/2012) (REDMS No. 3589566 v.13)

May K. Leung, Staff Solicitor and Glenn McLaughlin, Chief Licence Inspector & Risk Manager were available to answer questions. A discussion ensued about:

- how shark finning and importation of shark fins are matters that are regulated within federal jurisdiction;
- the work the City has proposed to do with the BC Asian Restaurant Cafe Owners Association to develop and distribute a brochure dealing with the consumption of shark fins;
- the resources that have been invested in researching the matter. Staff was requested to provide further information on the approximate costs related to attaining independent legal advice, as well as staff time and other resources invested in researching the issue of shark fins;
- how other Canadian jurisdictions and other countries are dealing with the practice of shark finning. It was noted that shark finning in Canadian fisheries waters and by Canadian-licensed vessels is prohibited, and that sharks harvested in Canada must be landed with their fins; and
- how the shark population in BC is continually growing, and the feasibility of supporting the local shark fin industry. Staff was directed to work with the BC Asian Restaurant Cafe Owners Association to promote support for a sustainable shark fin industry in BC.

General Purposes Committee
Monday, March 4, 2013

It was moved and seconded

That the staff report titled Shark Fins (dated February 22, 2013 from the General Manager, Law & Community Safety) be received for information.

CARRIED

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 Monday, March 4, 2013.

Mayor Malcolm D. Brodie
Chair

Shanan Sarbjit Dhaliwal
Executive Assistant
City Clerk's Office



Parks, Recreation & Cultural Services Committee

Date: Tuesday, February 26, 2013

Place: Anderson Room
Richmond City Hall

Present: Councillor Harold Steves, Chair
Councillor Ken Johnston
Councillor Linda Barnes
Councillor Evelina Halsey-Brandt
Councillor Bill McNulty

Also Present: Councillor Chak Au
Councillor Linda McPhail

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 Parks, Recreation and Cultural Services Committee held on Tuesday, January 29, 2013, be adopted as circulated.

CARRIED

NEXT COMMITTEE MEETING DATE

Tuesday, March 26, 2013, (tentative date) at 4:00 p.m. in the Anderson Room

DELEGATION

1. With the aid of a PowerPoint presentation (copy on file, City Clerk's Office), Dr. James Lu, Medical Health Officer, Vancouver Coastal Health, accompanied by Emily Laflamme, Regional Epidemiologist, Vancouver Coastal Health, highlighted the following information regarding the results of the Healthy Richmond Survey:
 - 3,639 adults Richmond residents were surveyed;
 - 35 questions were posed related to socio-demographics and chronic disease risk factors;
 - the survey was conducted from February 24, 2012 to March 4, 2012;
 - the survey was conducted online and in person at 25 field locations;
 - in comparison to the statistics of the 2011 Census, it was determined that those who participated in the survey were representative of Richmond's population;
 - a composite wellness score that touched on factors such as tobacco use, fruit and vegetable consumption, daily walking, and minutes of vigorous physical activity was utilized;
 - the wellness score ranged from zero to sixteen, with sixteen representing a person who does not smoke, eats all the recommended servings of fruits and vegetables etc;
 - Richmond's top 20% achieved above ten on the composite wellness score;
 - an analysis of self-reported health, daily behaviours, and a sense of community belonging indicated a strong relationship between these factors, suggesting that enhanced community belonging has the potential to lead to the adoption of positive lifestyle traits;
 - Sea Island and Steveston residents reported having the highest sense of belonging;
 - Bridgeport residents reported having the weakest sense of belonging;
 - data collected from Bridgeport residents was further analyzed in an effort to understand what factors made Bridgeport residents different than residents in other areas of Richmond; and
 - this analysis examined factors such as having a library card, voting in elections, accessing City facilities, being born in Canada, and being most comfortable speaking English versus another language.

Parks, Recreation & Cultural Services Committee
Tuesday, February 26, 2013

Ms. Laflamme stated that the results would be used as a baseline measure for the evaluation of the City's Community Wellness Strategy. She stated that the results have demonstrated that a multi-sectoral approach is required to strengthen community belonging, thereby further enabling healthy lifestyle choices.

In reply to queries from Committee, Dr. Lu and Ms. Laflamme advised that (i) the results of the survey would assist Vancouver Coastal Health and City staff focus their efforts in relation to action items identified in the City's Community Wellness Strategy; and (ii) Vancouver Coastal Health would like to engage all communities in their authority in the same manner as Richmond was, however, data collection would primarily be online.

Discussion ensued and in response to Committee's comments regarding the results of the survey, Dave Semple, General Manager, Community Services spoke of several community engagement initiatives currently in place.

Mike Redpath, Senior Manager, Parks, advised that staff are working with developers in the Bridgeport area to provide parks and open space in the neighbourhood.

Discussion further ensued and Committee queried whether the results of the survey would be shared with other groups such as the Richmond Community Services Advisory Committee, the Seniors Advisory Committee, Richmond Sports Council, the Richmond Public Library Board, and the Richmond School District No. 38.

In response to additional queries from Committee, Dr. Lu and Ms. Laflamme advised that (i) the Early Development Instrument was not examined as the survey did not collect data from children; (ii) it is challenging to engage youth to participate in a survey; and (iii) encouraging the consumption of fruits and vegetables as opposed to processed foods is a global issue.

Dr. Lu commented on nutrition and non-aerobic forms of exercise such as Tai Chi and how these factors also contribute to overall health.

Discussion ensued regarding the results of the Healthy Richmond Survey and the value of its findings for various groups throughout Richmond.

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

It was moved and seconded

- (1) *That the Healthy Richmond Survey presentation be received for information; and*
- (2) *That staff be directed to integrate the findings of the Healthy Richmond Survey with the goals and objectives of Council and 2013-2014 work plans.*

CARRIED

3.

Parks, Recreation & Cultural Services Committee
Tuesday, February 26, 2013

2. **MANAGER'S REPORT**

(i) Upcoming Parks Events

Serena Lusk, Manager, Parks Programs, advised that Seedy Saturday will take place on March 2, 2013 at the Terra Nova Rural Park and that the Live Owl Show will take place on Sunday, March 3, 2013 at the Richmond Nature Park.

(ii) Heritage Conservation Workshop

Jane Fernyhough, Director, Arts, Culture and Heritage, provided background information and stated that the heritage conversation workshop was well attended by a range of staff from various departments. Ms. Fernyhough commented that in light of the success of the workshop, staff anticipate organizing another heritage conservation workshop with a focus on particular aspects of heritage buildings, such as windows.

(iii) 16th Annual Aquatic Fitness Challenge

David McBride, Manager, Aquatic, Arena, and Fitness Services, highlighted that over 1,300 residents participated in the 16th Annual Aquatic Fitness Challenge. He commented that a new record was set with 130 participants completing the challenge in 30 days.

(iv) Children's Arts Festival

Kim Somerville, Manager, Arts Services, highlighted that the Children's Arts Festival attracted over 8,300 participants.

(v) Railway Avenue Corridor Greenway

Mr. Redpath advised that staff would be contacting property owners that are encroaching on the City's property along the Railway Avenue Corridor Greenway in the immediate future.

In response to a query from Committee, Mr. Redpath advised that staff anticipate the completion of the Terra Nova Play Environment by Fall 2013.

(vi) Community Services Updates

Mr. Semple updated Committee on (i) milfoil in the City's canals, (ii) the progress of the Branscombe House, and (iii) the status of tress in the City Hall precinct.

In reply to a query from Committee, Mr. Semple advised that it is anticipated that the RCMP's Musical Ride tour British Columbia in August 2013.

Discussion ensued regarding the removal of Brighthouse heritage trees at the River Green development and the utilization of these trees' wood on the site.

Parks, Recreation & Cultural Services Committee
Tuesday, February 26, 2013

(vii) Food Security

In reply to a query from Committee, Mr. Semple advised that an update on food security was forthcoming.

Discussion ensued regarding the Kwantlen Farm School and the use of the backlands along No. 5 Road.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (5:09 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Parks, Recreation & Cultural Services Committee of the Council of the City of Richmond held on Tuesday, February 26, 2013.

Councillor Harold Steves
Chair

Hanieh Berg
Committee Clerk



Planning Committee

Date: Tuesday, March 5, 2013
Place: Anderson Room
Richmond City Hall
Present: Councillor Bill McNulty, Chair
Councillor Evelina Halsey-Brandt, Vice-Chair
Councillor Chak Au
Councillor Linda Barnes
Councillor Harold Steves
Also Present: Councillor Linda McPhail
Call to Order: The Chair called the meeting to order at 4:00 p.m.

AGENDA ADDITION

It was moved and seconded
That the Richmond Community Services Advisory Committee (RCSAC) Youth Sub-Committee Report titled "Feedback on Current Issues that may be Impacting Richmond Adolescents" be added to the agenda as Item 5A

CARRIED

MINUTES

It was moved and seconded
That the minutes of the meeting of the Planning Committee held on Tuesday, February 19, 2013, be adopted as circulated.

CARRIED

COMMUNITY SERVICES DEPARTMENT

1. AFFORDABLE HOUSING STRATEGY – AFFORDABLE HOUSING SPECIAL DEVELOPMENT CIRCUMSTANCE PROPOSED REQUIREMENTS

(File Ref. No.) (REDMS No. 3785757)

Dena Kae Beno, Affordable Housing Coordinator, was present to answer questions.

Discussion ensued and staff was advised that “low income households” should be an additional criteria and not the only criteria for inclusion in the Affordable Housing Special Development Circumstance strategy as per the Richmond Affordable Housing Strategy Addendum No. 4, Item 2.

In response to a query, Ms. Beno advised that, as part of the first component of the Affordable Housing Special Development Circumstances update, staff will engage community stakeholders for their comments on the proposal and are expecting to present a report to Council in mid 2013.

It was moved and seconded

That the Richmond Affordable Housing Strategy be amended by approving and adding as Addendum No. 4 to the Strategy the Affordable Housing Special Development Circumstance Proposed Requirements (as outlined in Attachment 1 of the staff report dated February 13, 2013 from the General Manager of Community Services).

CARRIED

2. AFFORDABLE HOUSING STRATEGY: 2013 ANNUAL REVIEW OF INCOME THRESHOLDS AND AFFORDABLE RENT RATES

(File Ref. No.) (REDMS No. 3800705 v.3)

In response to a query, Ms. Beno noted that the Income Thresholds and Affordable Rent Rates are reviewed annually. Canada Mortgage and Housing Corporation (CMHC) release their data once a year. Additionally, BC Housing updates their housing income limits at the beginning of each year. The City’s review is in accordance with Provincial and CMHC guidelines.

It was moved and seconded

That the Richmond Affordable Housing Strategy be amended by approving and adding as Addendum No. 5 to the Strategy the 2013 Annual Income Thresholds and Maximum Permitted Rents for Affordable Housing (as outlined in Attachment 1 to the staff report dated February 13, 2013 from the General Manager of Community Services).

CARRIED

Planning Committee
Tuesday, March 5, 2013

3. **HOUSING AGREEMENT BYLAW 8991 TO PERMIT THE CITY OF RICHMOND TO SECURE AFFORDABLE HOUSING UNITS LOCATED AT 8280 AND 8300 GRANVILLE AVENUE (0938938 B.C. LTD.)**

(File Ref. No.) (REDMS No. 3806085)

In response to a query, Ms. Beno advised that the affordable housing rates are applied through a City Housing Agreement. The housing agreements are updated with the new rates and developers are notified of the changes.

It was moved and seconded

That Bylaw No. 8991 be introduced and given first, second and third readings to permit the City, once Bylaw No. 8991 has been adopted, to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application 12-615705.

CARRIED

4. **CHILD CARE OPERATOR SELECTION FOR “THE GARDENS” CHILD CARE FACILITY**

(File Ref. No.) (REDMS No. 3705870 v.7)

In response to inquiries, Coralys Cuthbert, Child Care Coordinator, noted that no discussion has taken place with respect to other proposed uses. There may be opportunities for after hours and weekend programming in the space but that it is intended that the child care facility be a turn-key operation. Ms. Cuthbert further noted the proposed non-profit operator has been delivering services to other facilities for several years and has the capacity to expand.

Cathryn Carlile, General Manager, Community Services, advised that there is no intention for this space to be used for any other use than a child care centre and that an agreement will be entered into with the operator. If the operator decides there are other opportunities for additional programming then further discussion would take place at that time.

It was moved and seconded

That the Society of Richmond Children’s Centres be approved as the child care operator for the City-owned child care facility to be constructed at 10640 No. 5 Road (PID 028-631-595 Lot F Section 31 Block 4 North Range 5 West NWD Plan EPP12978), adjacent to “The Gardens” development, subject to the Society entering into a lease for the facility satisfactory to the City.

CARRIED

Planning Committee
Tuesday, March 5, 2013

PLANNING & DEVELOPMENT DEPARTMENT

5. APPLICATION BY MATTHEW CHENG ARCHITECT INC. FOR REZONING AT 7175 AND 7191 MOFFATT ROAD FROM MEDIUM DENSITY LOW RISE APARTMENTS (RAM1) TO HIGH DENSITY TOWNHOUSES (RTH1)

(File Ref. No. 12-8060-20-9005, RZ 11-586988) (REDMS No. 3705419)

It was moved and seconded

That Bylaw 9005, for the rezoning of 7175 and 7191 Moffatt Road from "Medium Density Low Rise Apartments (RAM1)" to "High Density Townhouses (RTH1)", be introduced and given first reading.

CARRIED

- 5A. RICHMOND COMMUNITY SERVICES ADVISORY COMMITTEE (RCSAC) YOUTH SUB-COMMITTEE FEEDBACK ON "CURRENT ISSUES THAT MAY BE IMPACTING RICHMOND ADOLESCENTS"

(File Ref. No. 12-8060-20-9005, RZ 11-586988) (REDMS No. 3705419)

Councillor Linda McPhail provided background information on the Richmond Community Services Advisory Committee (RCSAC) Youth Sub-Committee report titled "Feedback on Current Issues that may be Impacting Richmond Adolescents" (attached to and forming part of these Minutes as Schedule 1).

As a result of the discussion the following referral was introduced:

It was moved and seconded

That the Richmond Community Services Advisory Committee (RCSAC) Youth Sub-Committee report titled "Feedback on Current Issues that may be Impacting Richmond Adolescents" from the Chair dated November 2012:

- (1) be received as information; and*
- (2) be referred to the next Council/Board Liaison meeting for their information.*

CARRIED

Planning Committee
Tuesday, March 5, 2013

5B. POLICY FOR IRON GATES ON TOWNHOUSE COMPLEXES
(File Ref. No.) (REDMS No.)

Discussion ensued concerning the use of iron gates on Townhouse developments.

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

It was moved and seconded

That staff investigate and report back on the propriety or non-propriety of policy for iron gates in Townhouse complexes.

CARRIED

5C. SUBDIVIDING IN LANDS WITHIN THE AGRICULTURAL LAND RESERVE
(File Ref. No.) (REDMS No.)

Discussion ensued regarding the feasibility of subdividing lands within the Agricultural Land Reserve.

As a result of the discussion, Joe Erceg, General Manager, Planning and Development, advised that the subdivision of land falls within the jurisdiction of the approval authority. Although an application cannot be denied, Council is not in a position to approve such an application as it would be contrary to the existing Zoning Bylaw and the current policy within the Official Community Plan.

5D. AGRICULTURAL ADVISORY COMMITTEE (AAC)
(File Ref. No.) (REDMS No.)

Councillor Harold Steves made reference to an email from Kathleen Zimmerman, Regional Agrologist – Fraser Valley West, dated January 29, 2013 (attached to and forming part of these Minutes as **Schedule 2**) and noted that the Ministry of the Environment granted, under special circumstances, the B.C. Cranberry Growers' Association permission to use recycled concrete and asphalt material in the construction of berms.

Councillor Steves further referenced another email from Kathleen Zimmerman dated January 29, 2013 concerning the Agricultural Advisory Committee and Conflict of Interest Information (attached to and forming part of these Minutes as **Schedule 3**) requesting that staff investigate the feasibility of extending the City's Conflict of Interest Policy to all Advisory Committee members.

Planning Committee
Tuesday, March 5, 2013

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

It was moved and seconded

- (1) *That the information from Kathleen Zimmerman, Regional Agrologist, dated January 29, 2013 regarding fill material for cranberry berms be referred to staff for information; and*
- (2) *That the information from Kathleen Zimmerman, Regional Agrologist, dated January 29, 2013 regarding the Agricultural Advisory Committee Conflict of Interest be referred to staff to investigate the feasibility of extending the City's Conflict of Interest Policy to all Advisory Committee members.*

CARRIED

5E. MOBILE LICENSING

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

Councillor Linda Barnes referenced an article from the Surrey Leader dated November 13, 2012 (attached to and forming part of these Minutes as **Schedule 4**) and noted that a number of Fraser Valley municipalities have implemented a one-year, inter-municipal, business-licence pilot.

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

It was moved and seconded

That staff investigate and provide an update on the feasibility of mobile business licences.

CARRIED

6. MANAGER'S REPORT

None.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:25 p.m.).

CARRIED

Planning Committee
Tuesday, March 5, 2013

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, March 5, 2013.

Councillor Bill McNulty
Chair

Heather Howey
Acting Committee Clerk



**Richmond Community Services
Advisory Committee**

Schedule 1 to the Minutes of the
Planning Committee Meeting of
Tuesday, March 5, 2013.

To: Mayor Brodie and Councillors
 From: Rick Dubras and Lisa Whitaker, Co-Chairs, RCSAC
 CC: Cathy Carlile, Lesley Sherlock, John Foster
 Date: January 2013
 Re: RCSAC Youth Sub-Committee report: *Feedback on "Current Issues that may be Impacting Richmond Adolescents"*

Issue	Potential impact	Agency or individuals affected	Suggested action
<p>The RCSAC Youth Sub-Committee was asked by the RCSAC executive committee to review and provide feedback to a report from the Richmond School District regarding issues that may be impacting Richmond adolescents in school.</p>	<p>1. Confirm positive/negative outcome of the change from the Youth Support Worker positions to the current Adolescent Support Team model.</p> <p>2. Confirm current effectiveness of the Adolescent Support Team model.</p>	<ul style="list-style-type: none"> - Adolescent Support Team (AST) staff - Youth. - Teachers, administrators, school counsellors, and the Youth service agencies and other collaborative agencies in the Richmond community who are attempting to "provide positive programs, services and support for youth in Richmond." 	<p>That the attached report be received for information, and that a request be made through the Council-School District Liaison Committee that SD#38 evaluate and report back regarding:</p> <ul style="list-style-type: none"> - the impact of the change from the Youth Support Worker positions to the current Adolescent Support Team model, and - the effectiveness of the current Adolescent Support Team model.

RCSAC Youth Subcommittee

Feedback on *"Current Issues that may be Impacting Richmond Adolescents"*

November, 2012

Completed by:

Danny Taylor
Chair of the RCSAC Youth Subcommittee

Origin

The RCSAC Youth Subcommittee was asked to review the report titled “*Current Issues that may be Impacting Richmond Adolescents*” and submit their results to the executive. We were under the impression that in addition to providing our comments on the report directly, we were also reviewing the impact of the change in School District #38 from having Youth Support Workers in each Secondary School, to the current Adolescent Support Team.

Upon our review, here are our comments and discoveries.

Findings

In effort to provide a rounded review of these changes, our sub-committee was able to secure several diverse sources of experience.

- (a) Danny Taylor, Chair of the RCSAC Youth Subcommittee, was able to interview 3 leadership students from a Richmond school. All 3 leadership students indicated they did not know that there ever existed a Youth Support Worker at their school. At the same time these students were also unaware of the current Adolescent Support Team. These students articulated that had they known about the YSW positions, it would be doubtful they would have needed to access that resource in their lives. In as much, they did not feel a current need to have exposure to the AST staff. Possibly this is a result of the type of students these 3 represent: leadership kids highly motivated by academics and extra-curricular school involvement, socially active and connected to multiple support structures in their lives. By all accounts, these kids would not be considered “at-risk” youth, and would not actively need the support of a “Youth Support Worker”.

- (b) Danny subsequently interviewed a grade 11 female student, who we will call “L”. L had maintained an active and vital relationship with the YSW from her school, and was devastated by the termination of that position. Attached in **Appendix A** are the comments from this interview. Highlights include the availability and accessibility of the YSW; the supportive relationship that was developed between YSW and L; as she faced issues of substance misuse and family problems L placed a high value on her relationship with the YSW; the YSW provided security and safety in the school environment for L; and L’s view that the YSW assisted school admin and teachers in effectively and constructively managing at-risk youth. Currently, the AST seems unavailable and inconsistent, preventing L from utilizing

them since the change. She strongly expressed her disappointment in losing her YSW.

- (c) Danny also was able to secure feedback from a school counsellor in the district, who wishes to remain anonymous. This counsellor's comments can be found in **Appendix B**. To summarize, this counsellor views the termination of the YSWs as a "great loss for the students". The accessibility and approachability of the YSWs was emphasized, as was the unique role the YSWs played in the school, providing a different avenue towards supporting youth than the counsellor role or the admin/teacher positions. The AST approach towards students is viewed as quite different, making relationships of any depth nearly impossible to develop with at-risk students. This counsellor views the loss of the YSW as having a negative impact on the student body, and the AST have not succeeded in replacing this valuable and needed service.

- (d) Carol Hardie, member of the RCSAC Youth Subcommittee, writes in **Appendix C** on the loss youth in Richmond have experienced with the cessation of the YSW positions. According to Carol, the confidential source of information and referral services provided by the YSWs has disappeared, making it difficult for significant at-risk youth populations from accessing available supportive people and programs. The outcome has been a rather "reactive" approach to working with youth, rather than a proactive approach to building resiliency and developing relationship, thereby preventing issues from occurring or developing further. Unfortunately, Carol points out that the current AST model would appear to not provide sufficient staffing levels to service the entire school district from a responsive approach alone, let alone making any preventative efforts.

- (e) Michelle Johnson, member of the RCSAC Youth Subcommittee, articulates her feedback from an interview with one of her clients (see **Appendix D**). Michelle emphasizes the enormous value of the YSW active presence in the schools and their ability to develop relationships with kids. In contrast to the AST, the YSW maintained strong accessibility and flexibility in supporting at-risk youth. Applied to her client's experience with bullying and mental health issues, the inability for the AST worker – despite good intentions – to be available and accessible proved a marked difference from the YSW.

Michelle shifts in her letter to address the actual research and conclusions found in the "*Current Issues that may be Impacting Richmond Adolescents*" report.

Michelle astutely points at the conflicts in the reporting process; especially regarding the questions being asked of youth and who in particular was consulted in drawing the conclusions maintained in the report.

- (f) Following on Michelle's concern for the report itself, the Youth Subcommittee additionally found several issues drawn from "*Current Issues that may be Impacting Richmond Adolescents*" worthy of attention, such as:
- a. We are very concerned that all of the youth service agencies (Touchstone Family Services, Richmond Addiction Services, MCFD, etc.) and other collaborative agencies (CAP program, etc.) were not consulted and remain absent from this report. Only the RCMP, SD38, and the City have had their voice heard. With the changes to the YSW positions, is it not imperative to find out the ripple effects on the appropriate youth service agencies in our Richmond community? It would be extremely useful to ask questions on the key issues to key service providers/agencies.
 - b. The report identifies that the 2 workers were involved with 131 clients. The report is not clear on how these numbers were captured, nor the specifics of how 2 workers were involved with their 131 clients. What was this clinical relationship like? How were 2 workers able to establish constructive and supportive relationships with this massive number of clients? These massive direct service hours seem unreasonable and far too difficult to provide a comparative service to the YSW positions.
 - c. There is no mention in the report of kids "falling through the cracks" (drop outs, leaving). The YDW brought advocacy for these kids, let alone the simple awareness that these youth even existed. Where are these at-risk youth being represented and how are they being advocated for now?
 - d. The report fails to mention the effect of the dissolution of the YSW positions on Teachers and Administration. It would be valuable to hear more from their experience, following on the feedback Danny received from an SD38 school counsellor.
 - e. The unique school culture / effectiveness of each individual YDW will invariably produce very subjective evaluation depending on the student

and school in question (and yes, the sub-committee is aware this same logic applies to their feedback above).

Conclusion

- Youth who would not be considered “at-risk” for the most part did not access the Youth Support Workers, nor do they currently access the Adolescent Support Team. These services are largely targeting a vulnerable “at-risk” youth population.
- Youth who would be identified as “at-risk” (such as L from Danny’s interview, the anecdotal story of a student from the SD38 counsellor, and Michelle’s client) did benefit from an available and accessible Youth Support Worker. These youth would without doubt continue to access and benefit from an YSW today. Unfortunately, the current AST strategy does not sufficiently provide access and relationship in a preventative way for “at-risk” youth in Richmond.
- The YSWs filled a necessary role in the school environment, different from a school counsellor or a school teacher, and provided valuable contribution to each individual school climate throughout the district.
- Teachers and Administrators need to be interviewed for their opinion on the changes.
- Youth service agencies and other collaborative agencies need to be, and should be, consulted for an accurate review of the effect of the YSW change and the current AST model.

We would generally agree with Kate Rudelier from the report that “the conclusions from this report are mixed...youth who had a positive connection with the YSW in their particular school were impacted by the loss of the YSW position. For youth who did not work with the YSW, there was no measurable impact. For youth requiring support previously received from the YSW, the counsellors and other staff have stepped up to fill that gap in service.”

We would challenge however, that we cannot underestimate the significance of the impact on those students who were experiencing a positive connection with their YSW. As our review has indicated, this change was largely experienced as negative and the positive connection with their YSW is greatly missed. Equally, we have no clear idea on what the opinion is of the “counsellors and other staff” who have had to step up to fill in a legitimate “gap in service”. Has this added responsibility been a

welcome addition to their already busy roles in the schools? As the counsellor included in this review has mentioned, as has L from Danny's interview, the elimination of the YSW positions has been a negative one for the staff in the school who must now attempt to fill in the missing component that the YSW vacancy has left. Unfortunately, the AST model is not substantial enough to meet the needs of our schools and the vacancy left by the YSW positions. As Kate continues in her report conclusion, *"it is too early to tell the ultimate effectiveness of the new service delivery model"*. It would be invaluable to now attempt to gather information on the effectiveness of the new AST model. Our sub-committee would greatly encourage this new report to include the voices of teachers, administrators, school counsellors, and the Youth service agencies and other collaborative agencies in the Richmond community who are attempting to *"provide positive programs, services and support for youth in Richmond."*

Appendix A

Why did you value the YSW?

- Available all day, every day.
- No appointment needed.
- Different than counsellors – non-judgemental, totally open and listened, didn't overreact.
- Was there for more than just a job or a pay check, she cared and was always available – even before/after school hrs.
- She would check in with specific at risk kids (the "freaks") and would even pull them out of class randomly to see how you were doing. This showed that she cared. We didn't have to go to her, she'd come to us.
- She shared from her own experience, was honest. (Real relationship and connection established).

How did she help you personally?

- The issues I was having at the time, drugs – I could talk to her about the things that I wouldn't/couldn't talk to my family/friends about.
- If I was being bullied or was feeling sad, and didn't want to go to class, I could go to her and sit and chat.
- She helped me deal with my past, showing me how to accept things and move on.
- She helped me with my anger management – if I acted out, I could go to her and talk it through (even if I was facing some punishment!)
- School Violence: she took pressure off the principals by helping manage and mediate issues between kids. This helped the principals and since she has left there is a major impact on teachers to manage kids more.
- She helped kids with substance issues stay in school.

Why were you sad she was gone?

- I lost my "comfort place" at school (school is an environment I don't like).
- I have to face stuff alone – (I don't have the same connection with counsellors).
- I have to "retell" my life story to new AST person...I don't want to...
- The AST people said they'd be around twice/week ...I never see them.
- She was a place I could talk about issues and she would truly listen, but her absence removed this.

Why don't you just see your school counsellor now?

- I do see mine, but just not as often as the YSW. Counsellors are not as available as the YSW. Counsellors have to teach classes. Time issues. And the Counsellors

really seem like they “work” as teachers. The YSW was more like a “really chill family member – like an aunt” but the counsellors seem like “staff members”.

Appendix B

Overall, it is a great loss for the students. Counsellors' loads are excessively big so we do not always have the time to take care of the smaller but important needs of the students, and to be always accessible to the students in a less "formal" way. The YSW used to run *(different)* programs, be a mentor for the students, and help with the fundraising efforts *(for the school)*.

Some *(were)* that other parent/mentor figure for the students they know well. It was comforting for students to know that the YSW was there on a daily basis and could be approached anytime for specific needs. That is no longer the case, and I know the students miss that. I had a grad who told me he was set on the right path because the YSW told him in no uncertain terms what he was doing with his life. He benefitted greatly from it and wanted me to do the same for his brother.

The AST's presence and function appears to be entirely different. It is difficult, if not downright impossible, for them to form that kind of relationships with the students. And of course, they can't be around all the time. The same kind of bonding simply does not happen. I have seen only limited success with the AST (I connected them with several students last year). In some cases, the relationship worked out poorly.

In a nutshell, the AST does not come close to replacing the YSW, and in needier schools, losing the YSW has highly negative impacts on the student body.

(Italics added to protect the identity of this School District #38 Counsellor at their request).

Appendix C

RCSAC – Feedback – Impact of RSB loss of Youth Workers

As an adolescent community support in Richmond, the loss of school based youth workers has had a clear, unfortunate impact. The youth workers provided a visible, available school support in compliment to academic advising provided by counselling team. Youth Workers were often accessed by youth who may be struggling with issues relating to academics, home life, relationship issues, health, bullying, drug and alcohol to list a few. Youth Workers provided a necessary, confidential support and often also acted as a referral source to supports 'outside the school setting'.

Once the fiscal decision to delete these positions came to fruition, I strongly believe that the youth lost a necessary adult support and in many occasions, situations had to become much 'worse' in order for youth to reach out for help. This results in community youth work support being very 'reactive' in nature, versus 'preventative'. Research clearly shows this to be not as effective and not in the scope of promoting 'development asset' model, as we all subscribe to. Our community support offered through the Day Program has 'picked up' many youth who normally would have accessed internal school support. Sadly, this is a result of those who are aware of the program. I assume many youth are not getting the help they need simply due to lack of awareness of what is available in the community.

To replace the loss of school based youth workers, there are now 2 FTE youth worker similar positions, with the intent that these two positions service the entire RSB secondary school system? I empathize with the people in these positions. How daunting and unrealistic the task must be to provide suitable, meaningful connections and relationships with vulnerable youth across the city. I am not convinced this is a fair solution; nor one with the student's well-being as a priority. The ratio of student versus youth worker alone, clearly demonstrates that.

I think it's important as 'youth advocates' that we continue to share feedback and communicate these concerns to administration responsible, so that perhaps, with collaborative community involvement, decisions such as these will be more seriously reconsidered in the future.

Thanks.

Carol Hardie
Member of the RCSAC Youth Subcommittee

Appendix D

Attention: RCSAC committee

The biggest asset that YW's provided was prevention, especially in terms of bullying in school. Their presence and relationships with all the students could make a difference in the amount and frequency of bullying. I have permission from my client to speak about the bullying she endured last year. She was severely bullied, both in and out of school. This led to her missing a third of the school year. This is when the Connection Worker became involved with my client. Although she was a great support to my client, she was not there on a daily basis to monitor, deter, or give support in the moment, which I believe would have made a difference. My client was very forthcoming with the school that the bullying was causing her anxiety and sleep issues but she was never visited by the Adolescent Mental Health Worker. I also believe that not every behaviour or issue that arises for students is a mental health issue and I feel that so much can be prevented if someone was monitoring in the school daily.

Accessibility is what makes the YW so effective and this is difficult to achieve with only two Connections workers for the entire community. Flexibility and expertise in issues impacting youth is what builds the relationship youth need for accessing support. When I asked my client about the accessibility of the worker, my client said that schedules often conflicted but the worker made every effort to be available. When asked if it would be easier if the worker were based in the school every day, I received a resounding yes. I believe the bullying in school could have been prevented with the presence of a YW.

It is also important to question the methods in which the research was conducted. Who was polled and what kinds of questions were being asked of the students. Many of the organizations and professionals that make up the Youth Network were not consulted and this decision impacts their work. Also, just because the research didn't note the impact of the loss of the YW, does not mean that the YW did not make a difference in that school. Prevention is a key aspect of the job and I am curious if those types of questions were posed. If different questions were asked to all the students about YW presence, role modeling, support, and thoughts on counsellors as the alternative, the results of this study could have been very different. Thank you for your attention to my feedback.

Michelle Johnson

Michelle Johnson
Member of the RCSAC Youth Subcommittee

From: Zimmerman, Kathleen AGRI:EX [mailto:Kathleen.Zimmerman@gov.bc.ca]
Sent: Tue 2013-01-29 4:38 PM

It seems like three issues have recently come to light in Richmond: a) the building of farm roads using fill; b) the building of plant nursery facilities using fill; and c) the use of recycled asphalt and concrete for farm roads. It's important to clarify the linkages between provincial regulation, provincial guidelines, and municipal bylaws with respect to these issues.

Provincial Regulation: The *Agricultural Land Commission Act* and the *Agricultural Land Reserve Use, Subdivision and Procedure Regulation* have relevant sections related to fill on the ALR. The *Regulation* allows for 5 types of fill for farm uses without an application (but with a notice of intent) if certain other restrictions are met: a) building a greenhouse that covers more than 2% of the parcel; b) building a farm building or structure for an intensive livestock production or mushroom production that covers more than 2% of the parcel; c) building an aquaculture facility that covers more than 2% of property; d) building a certain type of compost facility that covers more than 2% of the parcel; and e) a turf farm.

Does the Commission require a fill application for farm road construction?

Does the Commission require a fill application for plant nursery construction?

The *ALC Act* defines fill as "any material brought on land in an agricultural land reserve other than materials exempted by regulation." In 2006, the South Coast office of the Ministry of Environment gave permission for the BC Cranberry Growers' Association members who are located in this region to use recycled concrete and asphalt in the building of their cranberry berms. However, that permission only applied to the cranberry sector, and more specifically to cranberry growers in the Lower Mainland. The BCCGA had to write a letter showing how their re-use of this material was beneficial, and did not cause pollution. One of the key arguments they used was that cranberry berms are in place for 40+ years, and OceanSpray regularly monitors fruit and water quality and has never detected any residues from concrete/asphalt.

If the AAC/City/Commission would like to expand the use of recycled asphalt and concrete for other types of farm roads, I would strongly recommend connecting with MoE first to determine how this fits with their policies and regulations.

Provincial Guidelines: In 2006 Ministry of Agriculture and ALC staff worked together to produce a Factsheet titled "Guidelines for Farm Practices Involving Fill." (It's in your agenda package, marked "Item 3D.") Section d) on page 5-6 discusses the use of woodwaste or soil for on-farm access roads. It has the recommendation that the farm road would typically be 6 metres wide and up to 60 cm deep. Section h) on page 9 – 10 discusses the use of woodwaste/gravel/sand for container nursery bed production or ball and burlap production. Near the end there is this statement: "Note: In the ALR, the placement of soil fill materials, for container nursery bed production requires an application to the ALC."

Is the Commission still requiring fill applications for container nursery bed production?

When a farmer wants to build a farm road, what volumes of fill should trigger a notice of intent vs. a fill application? (Apparently under the old Soil Conservation Act, if a farmer applied less than 320 m³ of fill per 16 ha, a notice of intent was sufficient. (I'm assuming this was an annual limit?))

City Bylaw: Richmond's bylaw (marked "Item 3C" in your agenda package) defines fill as "soil or a permitted material." Permitted materials are those listed in the "Guidelines" factsheet (referenced above), or a material that is certified in writing as a standard farm practice by a Professional Agrologist, or any material authorized for deposit by the ALC. The factsheet only refers to soil or woodwaste materials (except for the broken concrete and ground asphalt that is specifically only used on cranberry berms with MoE permission.)

Is this definition of permitted material still sufficient/clear?

Is the City informed when the ALC approves a Notice of Intent to place fill on a Richmond property?

How can the AAC play a more supportive role in bylaw enforcement? For example, in Surrey, there is a fixed agenda item "Integrity of the Agriculture Land" at every AAC meeting. During that time, Committee members pass on the addresses of properties along with the details alleged by law infractions (e.g. illegal fill dumping, illegal truck parking). The addresses aren't recorded in the minutes, but the details are. A designated City staff passes on the information to bylaws, and then that staff person (or a bylaws rep.) regularly updates the committee on how the illegal use is being addressed (e.g. visited site, issued fine, started court action, etc.)

E-mail from Bill Jones and Dave Sandu to Kathleen Zimmerman, M.Sc., P.Ag. Regional Agrolgist and her response and clarification underlined.

We are somewhat confused by your comments with respect to the use of recycled concrete for the construction of farm roads. We are following the exact guidelines that apply to the Cranberry Industry as per the direction set out to us by the Agricultural Land Commission (except we have decided on our own not to use asphalt). As you are aware we are building a small all weather road at the property on Finn Road. We are stripping and saving the topsoil then placing recycled concrete on the subsoil, then placing purchased 6 inch minus recycled concrete on top of this and finishing with ¾ inch minus. We understand that you said that the cranberry industry has 20 years of data on the safety of using not only recycled concrete but also asphalt for cranberry access roads and berms. (I did not say this.) You also state that Oceanspray has not detected any residues from concrete/asphalt in their monitoring. (I quoted the BCCGA letter.) You also stated that the Ministry of Environment gave their approval to the Cranberry growers to use asphalt and concrete on their berms. (I quoted the MoE letter.) We have several pictures taken recently of large pieces of asphalt being partially used as a retention pond liner for cranberry farms in Richmond, which are available if you would like to see them. If this does not cause pollution when it is subject to alternating covering by water and exposure to air then we find it hard to believe that our road can be a problem.

We are also aware that recycled concrete is used extensively throughout the lower mainland in non-agriculture areas for back filling pipe trenches and for road base. However, both Joe Davis and Bill McKinney stated at the Richmond Council meeting on Jan. 28, 2013 and again Bill McKinney made similar comments at the AAC meeting on Jan. 30, 2013 that recycled concrete may contaminate the soil which is in complete contradiction to allowing these products to be used by the cranberry industry and the wider construction industry in BC. Yet, at the same time Bill McKinney stated at the AAC on Jan. 30 that the cranberry farmers have been doing a good job for many years.

The following are excerpts taken from the minutes from the Jan. 28, 2013 Richmond Council meeting:

"Joe Davis, Hydro Geologist, made comments about how certain fill materials may contaminate soil, and stated specific concerns related to both cement and asphalt which included the existence of chromium, lead and zinc. He also spoke about the costly expense of removing such materials from a site..."

Bill McKinney, local resident, owner of a heavy construction business and mining exploration business, spoke about restrictions that companies in the industry are placing on the use of recycled concrete and asphalt products because of the related pollutants..."

As you can appreciate we have no intention of contaminating the soil but need to construct a road that will allow access to the tree farm throughout the year. We have no idea if the statements made by Mr. McKinney and Davis are true, and if so how the cranberry growers can be allowed to use the products.

Our intent is to build a good all weather road and by doing so we will: minimize soil damage caused by driving tractors through muddy fields; eliminate the use of hog fuel that I understand does cause pollution; not use silt and clay fill that is available and that we would be paid to take, but does not create a solid road base; reduce greenhouse gases by not having to use large four wheel tractors in muddy fields.

To be very blunt we are confused and we would therefore like to obtain the following information from you:

- a) Data from the cranberry industry indicating that the use of concrete is safe (we assume that this must have been submitted to the Ministry of Agriculture for the development of the guidelines), The approval process was between Ministry of Environment (MoE) and the cranberry industry. The Ministry of Agriculture referenced the MoE approval for the statements in our Factsheet.
- b) An explanation for why you stated that only the cranberry industry can use this material, when it is stated that the material is completely safe (also the ALC has provided us direction to use the same guidelines), MoE's approval letter was specifically for the cranberry industry in the Lower Mainland Region. MoE approval is region and applicant specific.
- c) Is there any truth in the statements made by Mr. McKinney and Davis? I did not attend the Council meeting on Jan. 28, I didn't hear their comments, and I am not a concrete/asphalt specialist. I cannot answer this question.
- d) Why the cranberry industry is allowed to use asphalt in a retention pond lining and others are advised not to even though the ALC approves its use? MoE approval was for cranberry roads, dykes and berms. Dykes and berms surround retention ponds. Only MoE can determine if a specific site or situation meets the ~~CRNS~~ ^{CNCL} of their approval.

 You forwarded this message on 2013-01-29 11:52 PM.

Steves, Harold

From: Zimmerman, Kathleen AGRI:EX [Kathleen.Zimmerman@gov.bc.ca] **Sent:** Tue 2013-01-29 2:10 PM
To: Eng, Kevin; 'Bill Jones'; 'Bill Zylmans'; Steves, Harold; 'Danny Chen'; 'Dave Sandhu'; 'Krishna Sharma'; 'Kyle May'; 'Scott May'; 'Steve Easterbrook'; 'Todd May'
Cc: Pellett, Tony ALC:EX; Crowe, Terry
Subject: RE: AAC Protocols and Conflict of Interest Information
Attachments:

Kevin – I realize that the conflict of interest rules in the Community Charter only refer to Councillors, but that does not mean that a local government cannot extend them to their advisory committee members as well. For example, the City of Vancouver's corporate policy (which includes conflict of interest guidelines) applies to Council, staff and advisory body members. Please see this link: <http://vancouver.ca/files/cov/boards-committees-code-of-conduct.pdf>.

The Ministry of Agriculture encourages local governments to have a conflict of interest policy for their AACs. Please see the last bullet in the model Terms of Reference: http://www.al.gov.bc.ca/resmgmt/Ag_Advise_Conm/Model_Terms_of_Ref.pdf

Richmond may wish to formalize their AAC protocols in this respect. I realize there is not enough time to do this before tomorrow's meeting, but it might be suitable for a future meeting agenda item.

Thanks,

Kathleen

From: Eng, Kevin [mailto:KEng@richmond.ca]
Sent: Tuesday, January 29, 2013 1:31 PM
To: Bill Jones; Bill Zylmans; Steves, Harold; Danny Chen; Dave Sandhu; Krishna Sharma; Kyle May; Scott May; Steve Easterbrook; Todd May
Cc: Zimmerman, Kathleen AGRI:EX; Pellett, Tony ALC:EX; Crowe, Terry
Subject: AAC Protocols and Conflict of Interest Information

Good Afternoon,

Some members have contacted me with questions about certain protocol/regulations relating to operation of the Agricultural Advisory Committee in advance of Wednesday's meeting. For clarity, I'm providing this information in an email to all members so they are aware for all upcoming meetings of the AAC.

CNCL - 83

Are members of the public able to attend an AAC meeting?

- Yes – all meetings of the AAC are open meetings and the public is welcome to attend and listen as an audience member.

Are members of the public able to ask questions/raise concerns if they attend an AAC meeting?

- This is dependent on what Committee members feel comfortable with as a group.
- In the past – If the AAC was comfortable with receiving questions/comments, the approach has been for the AAC to get through all items on the agenda and if time permits, have a period for questions/comments to be made at the end of the meeting. In the event of questions being asked – AAC/staff would not be under any obligation to provide answers/responses at the meeting.

What is the protocol surrounding conflict of interest/self-disclosure?

- The conflict of interest rules identified in the Community Charter **do not** apply to citizen appointees on a Council advisory committee (i.e., the AAC).
- In past – the AAC has implemented the practice of:
 - Left with each individual AAC member to provide self-disclosure (i.e., business interests/relationships), where appropriate to the Committee prior to considering an item.
 - It is also up to each individual AAC member to decide whether they want to participate or exclude themselves from the discussion or meeting.

Please contact me directly if you have any questions.

Regards,

Kevin Eng

Policy Planning

City of Richmond

Ph: 604-247-4626

keng@richmond.ca

CNCL - 84

Mobile business licences now available for Surrey and the Fraser Valley



By Surrey Leader

Published: **November 13, 2012 10:00 AM**

Updated: **November 13, 2012 10:1010 AM**

Minister of State for Small Business Naomi Yamamoto was joined by nine Fraser Valley municipalities in Surrey today to announce that they have agreed to implement a one-year, inter-municipal, business-licence pilot, making it easier for businesses to operate in those communities.

The Mobile Business Licence (MBL), also referred to as an Inter-Municipal Business Licence, reduces red tape by allowing mobile businesses to operate in more than one municipality by purchasing one licence, rather than by obtaining non-resident permits in each municipality in which they operate.

The nine Fraser Valley cities worked collaboratively with their boards of trade and chambers of commerce to agree to adopt a common city bylaw allowing businesses to purchase an Inter-Municipal Business Licence for specified trades. The cities include: Surrey, Langley, Township of Langley, Abbotsford, Chilliwack, Mission, Maple Ridge, Pitt Meadows, and District of Hope.

Working with local governments to expand the MBL program is a key commitment in the provincial government's BC Jobs Plan and these communities implementing an inter-municipal licence reinforces that commitment.

"By allowing businesses to obtain one license that can be used in multiple municipalities," said Surrey Mayor Dianne Watts. "We are cutting red tape, simplifying processes and helping to foster a competitive environment for investment."

The MBL was successfully piloted in 2007 by 17 communities in the Okanagan-Similkameen, and since then,

CNCL - 85

Sicamous and the Central Okanagan Regional District have joined that group.

Find this article at:

<http://www.surreyleader.com/business/179140891.html>



Council/Board Liaison Committee Public Minutes

Wednesday, February 13, 2013
9:00 a.m.

School District Administration Offices
4th Floor Conference Room

Present: Trustee Donna Sargent, Chair
Councillor Linda Barnes

Also Present: M. Pamer, Superintendent of Schools, SD 38
M. De Mello, Secretary Treasurer, SD 38
W. Lim, Assistant Superintendent **
C. Mason, Director, Facilities Maintenance, SD 38
K. Champion, Director, Instruction Learning Services, SD 38
D. Semple, General Manager, Community Services, City Of
Richmond
V. Jacques, Senior Manager, Recreation Services, City Of
Richmond
S. Lusk, Manager, Parks Programs *
V. Wei, Director, Transportation
J. Foster, Manager Community Social Development *
K. Somerville, Manager, Arts Service, City of Richmond **
M. Redpath, Senior Manager Parks, City of Richmond **
W. Plante, Executive Assistant, SD 38

Regrets: Trustee R. Belleza
Councillor Linda McPhail

* present for a portion of the meeting

** joined the meeting in progress

Call to Order: The Chair called the meeting to order at 9:04 am and began
by having everyone introduce themselves.

1. ADOPTION OF AGENDA

Move Item #4.4 to follow Item #2.

Move Item # 3.3 to follow Item #4.5

It was moved and seconded

**That the agenda for the meeting of Wednesday, February 13, 2013
be approved as amended.**

2. MINUTES

It was moved and seconded

That the minutes of the meeting of the Council/Board Liaison Committee held on Wednesday, October 10, 2012 be adopted as circulated.

4.4 Social Strategy

The Manager Community Social Development spoke to a presentation on a draft report called "Building Our Social Future" - A Social Development Strategy for Richmond 2013-2022.

He noted that the City has a proud legacy of social development and planning initiatives and that there is a need to be more strategic by building sustainable partnerships.

Guiding principles of supporting the vision, gathering strategies and developing a framework was also outlined.

He also indicated that finalizing comments from the gathering process would be set for mid March, with a target date of July to develop work plans.

The Manager Community Social Development noted that roughly 28% of Richmond's population was aged +55 in 2011 and added that study circles provided very rich input and discussion targeted people that otherwise would have felt excluded.

Discussion followed regarding dropping numbers of enrollment in schools, and a need for a balanced community was shared.

Councillor Barnes questioned whether trustees should have a more in depth opportunity to review the report.

ACTION: 1. Copies of the report were provided for distribution to all trustees. 2. To refer the social strategy report "Building Our Social Future" to Personnel & Finance Committee and then on to the Board for input.

Mr. Foster departed the meeting at 9:24 am.

3. STANDING ITEMS

3.1 Joint School District / City Management Committee

No update provided.

3.2 Programs

The issue of the school district offering competing summer programs at schools at no charge was raised. The Director, Instruction Learning Services advised that some programs are fee paying and some are not.

Superintendent Pamer noted that the legislation has changed so that School Districts are not allowed to charge fees for summer programs that have curriculum based learning outcomes.

Councillor Barnes commented on gaps in service, as the city and district work closely, we need to investigate where those gaps exist.

Discussion ensued on the importance of building our future together for the needs of the community are met.

ACTION: Both City and School District staff will continue to work more closely together to provide service that we offer and identify any gaps.

Mr. Redpath joined the meeting at 9:30 am.

3.4 School Planning and Construction Schedule

The Director, Facilities Maintenance provided an update on projects that are currently underway. The opening of the Richmond Learning Centre an Errington Elementary is anticipated by next September. Also noted will be the completion of 2nd phase building envelope program at Boyd by next school year.

The Secretary Treasurer added that we are also planning a seismic upgrade project at Gilmore and expansion of Blair in conjunction with Ministry staff.

ACTION: That both staff from the City and School District work together to assess any playground opportunities and accessibility for special needs children at Errington.

4. BUSINESS ARISING & NEW BUSINESS

4.1 Characterization of Playgrounds

The Manager, Parks Program provided information on development priorities of existing playground equipment and identified necessary upgrades that will be conducted in 2013 and beyond.

Discussion took place of the importance of physical literacy and all children having equal opportunity.

Trustees questioned on how is communication being relayed.

It was noted that a sidewalk process pamphlet has already been distributed to all schools making principals and parents aware of the process already being done.

ACTION: A presentation is being coordinated as a communication that will be presented to principals.

Mr. Redpath and Ms. Somerville joined the meeting at 9:41 am.

4.2 Social Services Wellness Programs in Elementary School Gyms

The Senior Manager, Recreation Services provided background on the need to identify social services, seasonal type programming criteria. It was agreed of the importance of extending to groups that are having difficulty finding space.

The General Manager, Community Services advised that he is working with the School District to expand opportunities and co-ordinate the ability for other groups to use facilities.

It was agreed that Community needs vary and there is a willingness for both parties to work together and look at specifics at opportunities for social service groups.

ACTION: The target is to look at program cycles for the fall.

Ms. Lusk departed the meeting at 9:52 am.

4.3 2041 Official Community Plan (OCP) Update/Land Use Matters

Updates were provided on developments that have been approved and that are moving ahead.

The Senior Manager Parks spoke on a 4.2 acre major neighborhood land exchange for 2015. A public conference will be initiated for March.

ACTION: Arrange a joint meeting prior to the summer break with ministry officials, City officials and District officials to highlight the major development projects that are underway.

ACTION: Councillor Barnes requested to remove the old Standing Item #4.3 and replace with a Development Update.

4.5 Maintenance Updates for Sidewalks at Tomsett and Lee Elementary Schools

The Director, Transportation provided more detailed information on identifying sections, and timelines of completion.

Copies of the School Area Walkway Improvement Program have been distributed to elementary schools throughout the district.

The Secretary Treasurer noted that the safety priority for busing children will need to be re-evaluated at the end of construction in 2014.

3.3 Traffic Safety Advisory Committee

No update provided.

Mr. Wei departed the meeting at 10:13 am.

4.6 Adolescent Support – Gaps in Service

The Director, Instruction Learning Services provided background on the creation of the Adolescent Support Team (AST) which is comprised of a District Mental Health Consultant, Community Outreach teachers,

Adolescent Mental Health Outreach Workers and Youth Connections Workers.

Primary focus is the provision of a continuum of services to support adolescents at risk.

Some gaps in service in the community are:

- Insufficient job placement opportunities for teens with one on one support
- Access to various programs (financial support)
- Mental health focused groups for adolescents with mental health illnesses, and support groups for their parents
- Insufficient supported recreational opportunities for students with complex needs

The AST will continue its support to secondary schools/students and will continue to refine its support mechanisms in response to the needs from schools in partnership with community agencies.

ACTION: Appendix 2, a Summative Report "A Gap Analysis on Mental Health and Addictions Support Services in Richmond British Columbia will go to city staff for comment and forwarded to council for review.

Note: It was learned that the final report was released to the Richmond Community Service Advisory Committee (RCSAC) and they will be presenting to city council.

Ms. Lim joined the meeting at 10:30 am.

4.7 Richmond City Centre Early Child Development Report 2012

Discussion took place on the need and awareness for long range planning and building toward a future in an area that has a high degree of social challenges.

Councillor Barnes advised that grants have been distributed to organizations to help kids. More work needs to be done and working jointly together will help serve the needs in this community.

Ms. Champion departed the meeting at 10:43 am.

4.8 Erase Bullying Strategy Report

Assistant Superintendent Lim reported that the Ministry has announced a strategy that echoes on what the district has already implemented in the 2012/13 school year.

The strategy builds on our code of conduct of social responsibility, positive behavior support with an added focus of ensuring our schools are safe.

A five year multi-level training program for educators and community partners to help them proactively identify and assess threats will take place

Update was given by the Manager, Arts, Services on ideas that will be implemented to promote anti bullying such as wearing anti bullying t-shirts and banners being placed throughout the community.

Ms. Lim departed the meeting at 10:50 am.

4.9 Richmond Addiction Services Status Update

It was noted that the 2nd year of a 3 year grant was approved last by Council.

4.10 Sale of Steveston Site

The Secretary-Treasurer reported our formal request has been submitted to the Ministry.

Public consultation will be conducted. This project is of tremendous strategic importance to the school board and more importantly a win-win opportunity for the community.

4.11 Sister City Committee

It was suggested that some of the terms of reference that relate to Trustee membership on the Committee needs to be revised.

ACTION: Councillor Barnes will take the notification of issues forward.

4.12 Vancouver Biennale Sharing BIG IDEAS Arts in Action

The Manager, Arts Service, reviewed the program and shared insight to the 8 large pieces of art displayed throughout the community in 2009-2011 which raised art awareness.

Councillor Barnes indicated there will be opportunities in 2014-2015 for schools to sign up to BIG IDEAS to become involved.

Councillor Barnes presented a letter of invitation to the Richmond REaDY Summit Green Ambassador Students from The David Suzuki Foundation (DSF) to participate in their parade team in the Vancouver Chinatown Chinese New Year parade this year.

5. NEXT MEETING

Two meeting dates were set to take place at the School District Administration Office 4th floor.

- Wednesday, April 10, 2013, at 9:00 am – 12:00 pm.
- Wednesday, June 5, 2013, at 9:00 am – 12:00 pm.

6. ADJOURNMENT

Meeting adjourned at 11:09 am

DRAFT



City of Richmond

Report to Committee

To GP - MW 4 2013

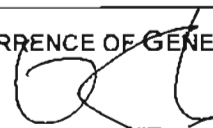


To: General Purposes Committee **Date:** February 12, 2013
From: Cathryn Volkering Carlile **File:**
 General Manager, Community Services
Re: Request for support letter in relation to a proposed Increase in 'Persons Living With Disabilities' (PWD) benefits.

Staff Recommendation

That a letter be sent to the BC Premier in support of an increase in 'Persons living With Disabilities' (PWD) benefits to a minimum level of \$1200 per month.


 Cathryn Volkering Carlile
 General Manager, Community Services
 (604-276-4068)

Att. 1

REPORT CONCURRENCE	
CONCURRENCE OF GENERAL MANAGER 	
REVIEWED BY DIRECTORS	INITIALS: 
REVIEWED BY CAO	INITIALS: 

Staff Report

Origin

This report is in response to a request from Richmond Centre for Disability (RCD) (**Attachment 1**) that Council write a letter to the Government of British Columbia to request that there be an increase in 'Persons with Disabilities' (PWD) benefit.

Analysis

Over the last decade, the cost of living in British Columbia (BC) has steadily increased. However, BC's Persons with Disabilities (PWD) benefits, which are administered through the Ministry of Social Development, have not kept up with the cost of living. Since 2001, the PWD rate has increased by only \$120 per month with the rate for a single person now standing at a minimum of \$906 per month. The December 2010 Survey of Household Spending shows that the average household needs about \$1,400 per month to meet the cost of basic necessities. This includes an estimated cost of \$768 per month for rent, \$478 per month for food, \$76 per month for clothing and \$48 per month for basic communication. A single individual on PWD, receiving the minimum PWD rate, receives almost \$500 below the amount needed to cover the estimated cost of basic essentials. During the same time period the cost of basic essentials, such as food, clothing, transportation, health, personal care and shelter have increased by 17.2% with the cost of food alone having increased by nearly 25%.

Richmond Centre for Disability (RCD) is proposing that the PWD rate be increased to a minimum of \$1,200 per month. Through its advocacy the RCD is seeking to increase the ability of people who are receiving PWD benefits to better meet the living costs of living in British Columbia. They are also seeking to bring PWD assistance levels in line with those provided to low income seniors through the Federal Old Age Security/Guaranteed Income Supplement support.

The RCD notes that people with disabilities have ongoing disability related costs, such as non-prescription health or medical goods, user fees for various health care services, as well as costs for transportation and personal care. Often these costs are not covered by PWD benefits. Moreover, as housing costs continue to increase, and in the absence of a corresponding increase in shelter assistance, many living on PWD benefits are forced to make difficult choices in order to make ends meet. More detailed information is provided in **Attachment 1**.

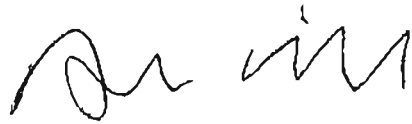
To date, nine communities across BC have written letters to the Provincial Government stating their support for a raise in PWD benefits. It is recommended that a similar letter be sent by Richmond Council with the aim of reducing the gap between what people with disabilities need for basic essentials and what they receive.

Financial Impact

None

Conclusion

This report presents a request from Richmond Centre for Disability (RCD) that City Council write a letter to the BC Government advocating for an increase in the Persons Living with Disabilities rate to a minimum of \$1200 per month. Based on the information presented herein, staff recommend that Council support this request.

A handwritten signature in black ink, appearing to read 'Alan Hill', is positioned above the typed name and title.

Alan Hill
Cultural Diversity Coordinator
(604-276-4391)

AH:ah



Richmond Centre for Disability

“Promoting a new perspective on disability”

2012 Business Excellence Awards – Association of the Year Winner

The Case for Increasing the Persons with Disabilities Benefits in BC

Request for Support from
 Mayor Malcolm Brodie & City Councillors of City of Richmond
 Submitted by the Richmond Centre for Disability

Executive Summary

Over the last decade, the cost of living in British Columbia (BC) has steadily increased. However, BC's Persons with Disabilities (PWD) benefits, which are overseen by the Provincial Government's Ministry of Social Development, have remained relatively flat. Since 2001, the PWD rate has increased by only \$120 per month, while the cost of basic essentials such as food, clothing, transportation, health, personal care and shelter have increased by 17.2%. During this period, the cost of food alone increased by nearly 25%.

This increase in the cost of living, without a similar increase to the PWD rate, means there is an ever-increasing gap between the cost of basic living expenses and what PWD recipients can afford. Recognizing the real human and social consequences of this growing disparity, the Richmond Centre for Disability (RCD) is appealing to the City of Richmond to help support a worthwhile and coveted movement. Our goal is to call on the province to increase the level of assistance provided to persons with disabilities to more accurately reflect the cost of living; thereby individuals and families relying on BC's PWD benefits can live with dignity, and with the supports they need to engage and be part of their communities.

This case outlines the cost of basic essentials in BC and proposes an increase to the PWD rate to a minimum of \$1,200 per month to better reflect the actual cost of living in BC. The proposed increase would not only help to improve the quality of life for PWD recipients, but it would also help to bring the benefit in line with the Federal Government's established minimum for low income seniors.

On behalf of the RCD Board of Directors, we hope that Mayor Brodie and Richmond City Council will send a support letter to Premier Christy Clark to support the RCD's request to increase the PWD benefits.

100-5671 No. 3 Rd., Richmond, B.C. V6X 2C7
 tel 604 232 2404 ♦ fax 604-232-2415 ♦ tty 604 232 2479
 email: rcd@rcdrichmond.org ♦ web: www.rcdrichmond.org

CNCL - 97

The Rising Cost of Living in BC

The costs of basic essentials in BC have increased significantly over the past ten years, resulting in greater challenges and a diminished capacity for people relying on BC's PWD benefits to meet their basic needs.

The December 2010 Survey of Household Spending shows that the average household needs about \$1,400 per month to meet the cost of basic necessities. This includes an estimated cost of \$768 per month for rent, \$478 per month for food, \$76 per month for clothing and \$48 per month for basic communication. A single individual on PWD benefits receives only \$906 per month to live on – almost \$500 below the amount needed to cover the estimated cost of basic essentials. In addition, people with disabilities have ongoing disability related costs, such as non-prescription health or medical goods and user fees for various health care services, as well as costs for transportation and personal care. Often these costs are not covered by PWD benefits.

Moreover, as housing costs continue to increase, and in the absence of a corresponding increase in shelter assistance, those living on PWD benefits are forced to make difficult choices in order to make ends meet. This includes choices like cutting back on their already limited budgets for food, clothing, and other basic necessities. These choices are unjust and unsustainable.

The Need for Action

The 2006 Census shows a higher incidence of poverty and low income among people with disabilities. Approximately one in five individuals across BC who reported a health and activity limitation was living in poverty in 2006. This represents 193,530 individuals across BC. For individuals relying on the PWD benefits and receiving only \$906 per month (\$10,872 annually), it is extremely difficult to make ends meet. An annual income of \$10,872 is also significantly below the Low Income Cut Offs (LICO) established by Statistics Canada.

It has also been observed that, apart from the personal and individual consequences of living in poverty, there are significant costs to society. This is reflected in both lost productivity and a diminished capacity for people with disabilities to meaningfully contribute to their communities and to realize their full potential. Without an increase in assistance levels, we are likely to see on-going reliance on food banks and other emergency services, and continued high levels of homelessness. It has been proven from the 2011 homeless count data for Metro Vancouver that a high proportion of the homeless population reported some type of health condition or disability.

An increase of \$300 per month (or \$10 per day) in disability assistance would help PWD recipients better meet their basic needs including housing. Even this small increase can help prevent homelessness by reducing the number of people with disabilities who are precariously housed. It would also allow persons with disabilities to live their lives with greater dignity and with the support that they need.

BC is Falling behind Other Provinces

In 2005 the assistance available to people with disabilities in BC was second highest among all of the Provinces. Since 2005, BC has continued to fall behind as other provinces and territories make adjustments to their rates. Currently BC has fallen to 6th place in terms of the overall disability assistance.

Given the higher cost of rent and other necessities in BC when compared to other parts of Canada, the pressures faced by people living with disabilities in BC can be greater. Therefore, the RCD is supporting the movement to ask the province to increase the PWD benefits in BC, thereby to bring it more in line with other provinces and to reflect the true cost of living in BC. We hope that City of Richmond's Mayor and Council would support our intention, which is based on the recommendations put forward by the Disability Without Poverty Network in July 2012; the goal of this partnership is to develop positive recommendations for change so British Columbians with disabilities who receive PWD benefits are not living in poverty.

Recommendation

BC's PWD benefits are not keeping up with the cost of living. The gap between what PWD recipients need and what they receive is growing, and will continue to grow, unless BC changes the way it assists individuals and families with disabilities.

The RCD proposes the following change as a first step towards making a real difference for British Columbians with disabilities.

Increase the PWD benefits rate to a minimum of \$1,200 per month.

- This will reduce the gap between what people with disabilities need for basic essentials and what they receive.
- It will help ensure that British Columbians with disabilities who need provincial support can live in dignity, not poverty.
- It will also result in greater equity between vulnerable groups by bringing the assistance levels in line with those provided to low income seniors through the Federal Old Age Security/Guaranteed Income Supplement support.

Attachment:

- ▶ Letter from the City of Cranbrook in support of the increase in PWD benefits

Contact: Ella Huang, Executive Director, Richmond Centre for Disability
Date: January 7, 2013



City of Richmond

Report to Committee

To: Planning Committee **Date:** February 13, 2013
From: Cathryn Volkering Carlile **File:**
 General Manager, Community Services
Re: **Affordable Housing Strategy- Affordable Housing Special Development
 Circumstance Proposed Requirements**

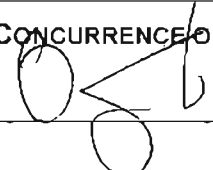


Staff Recommendation

That the Richmond Affordable Housing Strategy be amended by approving and adding as Addendum No. 4 to the Strategy the Affordable Housing Special Development Circumstance Proposed Requirements (as outlined in Attachment 1 of the staff report dated February 13, 2013 from the General Manager of Community Services).



Cathryn Volkering Carlile
 General Manager, Community Services
 (604-276-4068)

Att. 1

REPORT CONCURRENCE			
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER	
Development Applications	<input checked="" type="checkbox"/>		
Policy Planning	<input checked="" type="checkbox"/>		
REVIEWED BY DIRECTORS	INITIALS:	REVIEWED BY CAO	INITIALS:
			

Staff Report

Origin

On May 28, 2007, Council adopted the “Richmond Affordable Housing Strategy” (“Strategy”).

On April 10, 2012, Council endorsed amendments to the City’s Affordable Housing Operating Reserve Bylaw No. 8206, Affordable Housing Statutory Reserve Fund Policy - 5008, and Section 5.15 of the Zoning Bylaw 8500 to align with the Affordable Housing Strategy and other City requirements for the allocation and distribution of Affordable Housing Reserve Funds. Further, the adopted bylaw and policy changes allow Council to prioritize the use of Affordable Housing Reserve Funds to provide fiscal support for Council approved Affordable Housing Special Development Circumstances (AHSDC).

In accordance with the amendments, Council has approved three affordable housing proposals to be considered as AHSDC projects: 1) Kiwanis Towers project at 6251 Minoru Boulevard for the provision of 296 senior rental housing units, 2) The Expression of Interest (“EOI”) project at the City-owned site located at 8111 Granville Avenue/8080 Anderson Road for the provision of 129 subsidized rental units; and 3) The Cadence Development for the provision of 15 specialized affordable housing units, community programming and access to childcare. All three projects include complementary, programmed tenant indoor and outdoor amenity spaces.

This report presents an overview of the proposed Strategy criteria, requirements, and key elements for projects to be considered for Council’s approval as an Affordable Housing Special Development Circumstance and recommends these provisions for Council consideration.

The report supports the following Council term goal:

Development of a clearer definition of affordable housing priorities and subsequent utilization of affordable housing funding.

Analysis

The Richmond Affordable Housing Strategy specifies the primary use of Affordable Housing Reserve Funds for subsidized rental housing (e.g. rental housing affordable to low-income families). The proposed amendment to the Strategy includes provisions for a Council approved Affordable Housing Special Development Circumstance to support opportunities to leverage funding, innovative partnerships, and delivery of affordable housing and community supports for specific tenant populations.

A key assumption of the Strategy is that effective affordable housing solutions are the result of long-term, stable policies and strategic innovations that enable an expanded range of options along key points of the housing continuum.

It is the City’s preferred approach to disburse affordable housing units throughout a development to support mixed-income, inclusive communities to emerge. Staff recommend that clustered groups of affordable housing units in one location will only be considered if a sound business and social programming approach is identified at the time of the development application being submitted to the City for Council consideration, which:

- Supports the affordable housing needs of the intended tenant population;
- Meets the City's Affordable Housing Special Development Circumstance requirements, criteria and key elements (**Attachment 1**);
- Exemplifies a high level of social innovation; and
- Provides affordable housing, social programming and community supports to meet the targeted or specialized needs of an intended population (e.g. seniors, single parents, individuals experiencing disabilities, the working poor).

Highlights of the Proposed Affordable Housing Special Development Circumstance Criteria

As follow up to the Council approved Kiwanis, 81111 Granville Avenue/8080 Anderson Road, and Cadence proposed AHSDC projects, Staff has prepared an Addendum (Addendum 4) to assist the City to be well prepared in similar situations. Highlights of the addendum are as follows:

1. AHSDC proposals are to be reviewed on a "project specific" basis and are subject to Council approval to:
 - a. Secure rents below the Affordable Housing Strategy stipulated rents for low end market rental units (subsidized rental housing);
 - b. Require financial assistance to support eligible non-profit housing providers to seek and secure financial support for Senior levels of government and/or private partnerships; and
 - c. Meet the funding priorities as set out in the City's Affordable Housing Reserve Fund Policy and Affordable Housing Strategy for subsidized rental housing.
2. A Council approved AHSDC project will:
 - a. Incorporate sustainable development principles;
 - b. Include physical and social accessibility requirements and opportunities; and
 - c. Build on the vast community network of multi-sector partnerships to develop a local response to Richmond's affordable housing needs.
3. Staff will work with the development sector and community to identify future projects that will meet identified community needs and the Council approved AHSDC project requirements.
4. The City's standard Housing Agreement and Housing Covenant terms do apply to a Council approved AHSDC projects.

5. Additional business terms, legal agreements or operations policies may be developed with respect to:
 - a. Ownership and management;
 - b. Maintenance and upkeep of the units, common indoor and outdoor areas;
 - c. Resident and occupancy management policies;
 - d. On-going capital and operating funding and budget considerations; and
 - e. Other project-specific considerations.

An AHSDC proposal should incorporate best practices and consideration to the socio-economic outcomes of the proposed development, rather than just building an economic or business case for a development. This may include, but is not limited to:

1. The selection of a qualified non-profit affordable housing provider to own, manage and/or operate the affordable housing units;
2. A coordinated partnership approach with the non-profit sector for housing and service delivery; and
3. In some circumstances, the joint development of a Request for Proposals (RFP) with the City and/or Senior Government, Private Sector, or Developer.

Financial Impact

The proposed changes will have no direct impact to the City.

Conclusion

The Affordable Housing Special Development Circumstance criteria, requirements, and key elements outlined in the report will provide a sound framework to support socially innovative, multi-stakeholder partnerships to address critical affordable housing, community and long-term sustainability goals (i.e. financial, social, community and environment).

Further, the AHSDC requirements and criteria will support the effective use of Affordable Housing Reserve Funds, City policy, and design principles to support:

- Equitable access to opportunities;
- Project viability;
- Tenant well-being and liveability; and
- Community connections for low-income households in Richmond.

The AHSDC provisions will be included as part of the Affordable Housing Strategy Update package to be distributed to the UDI-Richmond Liaison for comment in Spring 2013.

It is thus recommended that the Affordable Housing Special Development Circumstances as presented in **Attachment 1**, be approved by way of a fourth Addendum to the Richmond

February 13, 2013

- 5 -

Affordable Housing Strategy and that the AHSDC requirements will become in effect after Council adoption.

A handwritten signature in purple ink that reads "Dena Kae Beno".

Dena Kae Beno
Affordable Housing Coordinator
(604-247-4946)

DKB:dkb

Richmond Affordable Housing Strategy
Addendum No. 4
(Date Council Approved)

That the Richmond Affordable Housing Strategy dated May 9, 2007, approved by Council on May 28, 2007, as amended. (“the Strategy”), be further amended as follows:

Affordable Housing Special Development Circumstance (rental housing)

A key assumption of the “Strategy” is that effective affordable housing solutions are the result of long-term, stable policies and strategic innovations that enable an expanded range of options along key points of the housing continuum.

It is the City’s preferred approach to disburse affordable housing units throughout a development. Clustered groups of affordable housing units on one floor or in one location will only be considered if a sound business and social programming approach has been identified and demonstrated at the time of the development application being submitted to the City for Council consideration, which:

- Supports the affordable housing needs of the intended tenant population;
 - Meets the City’s Affordable Housing Special Development Circumstance requirements, criteria and key elements as defined; and
 - Exemplifies a high level of social innovation.
1. A developer, group of developers or non-profit affordable housing developers may concentrate affordable rental units together in one building or site, rather than having them scattered in a number of different buildings or sites. In these cases, affordable housing development proposals should include a sound rationale to receive Council consideration for approval as an Affordable Housing Special Development Circumstance to:
 - Provide affordable housing, social programming and community supports to meet the targeted or specialized needs of an intended population (e.g. Seniors, single parents, individuals experiencing disabilities, low income households); and
 - Emphasize sustainable development principles and practices with respect to: the physical development, social programming, innovation, and financial feasibility.
 2. The purpose of an Affordable Housing Special Development Circumstance is to provide affordable housing, programming, and community supports to meet the targeted or specialized needs of an intended population (e.g. Seniors, single parents, individuals experiencing disabilities, low income households).
 3. AHSDC proposals are to be reviewed on a “project specific” basis and are subject to Council approval to:

- A. Secure rents below the Affordable Housing Strategy stipulated rents for low end market rental units (subsidized rental housing);
 - B. Require financial assistance to support eligible non-profit housing providers to seek and secure financial support for Senior levels of government and/or private partnerships; and
 - C. Meet the funding priorities as set out in the City's Affordable Housing Reserve Fund Policy and Affordable Housing Strategy for subsidized rental housing.
4. A Council approved Affordable Housing Special Development Circumstance focuses on sustainable development principles, encourages physical and social accessibility, and builds on the vast community network of multi-sector partnerships to develop a local response to affordable housing needs.
5. AHSDC proposals should respond to the following questions, which includes:
- A. Who is the intended tenant population (e.g. demographic and income range)?
 - B. How will income thresholds, maximum rent rates, total shelter costs, and life-cycle costs be established and maintained to support rent rates affordable to the proposed tenants?
 - C. How will the proposed physical development respond and support the intended social outcomes of the project?
 - D. How does this development respond to social innovation?
 - E. What strategies, community partnerships, and approaches will be developed to support the social programming requirements of the proposed development?
 - F. What existing project examples and/or case studies are available to support the proposed affordable housing rationale?
6. AHSDC proposals should exhibit a high level of social innovation and generate community benefit outcomes that:
- A. Incorporates High Performance Building standards with an emphasis on energy-savings and conservation (i.e. considers life-cycle costs, risks and outcomes for the affordable housing provider and tenants);
 - B. Implements a coordinated social programming approach to support tenant-well being and physical, social and economic access to community and/or community service opportunities;

- C. Generates a sound resident management and operations model that meets the needs of the intended tenant population (i.e. rents, income levels, appropriate level of programming and supports);
 - D. Considers a community partnership approach for the delivery of community services and supports;
 - E. Exemplifies social innovation approach to encourage project viability, tenant liveability and community connections;
 - F. Provides a sound capital financial and operating sustainability plan;
 - G. Ensures unlimited access for tenants to indoor and outdoor amenity spaces; and
 - H. Includes a sound property management model to address maintenance, repair, upkeep and financial costs related to these requirements.
7. The City's standard Housing Agreement and Housing Covenant terms do apply to a Council approved Affordable Housing Special Development Circumstance.
 8. Additional business terms, legal agreements or operations policies may be developed with respect to:
 - Ownership and management,
 - Maintenance and upkeep of the units,
 - Maintenance and upkeep of the common indoor and outdoor areas,
 - Tenant management policies,
 - On-going capital and operating funding and budget considerations, and
 - Other project specific considerations.
 9. An AHSDC proposal should incorporate best practices and consideration to the socio-economic outcomes of the proposed development, rather than just building an economic or business case for a development.
 10. An AHSDC proposal should also consider the selection of a qualified non-profit affordable housing provider to own, manage and/or operate the affordable housing units or a coordinated partnership approach with the non-profit sector for service delivery. The selection process for an affordable housing and/or service provider(s) may include the joint development and Request for Proposals (RFP) with the City and/or Senior Government or developer.

Richmond Affordable Housing Strategy
Addendum No. 4
(Date Council Approved)

That the Richmond Affordable Housing Strategy dated May 9, 2007, approved by Council on May 28, 2007, as amended. (“the Strategy”), be further amended as follows:

Affordable Housing Special Development Circumstance (rental housing)

A key assumption of the “Strategy” is that effective affordable housing solutions are the result of long-term, stable policies and strategic innovations that enable an expanded range of options along key points of the housing continuum.

It is the City’s preferred approach to disburse affordable housing units throughout a development. Clustered groups of affordable housing units on one floor or in one location will only be considered if a sound business and social programming approach has been identified and demonstrated at the time of the development application being submitted to the City for Council consideration, which:

- Supports the affordable housing needs of the intended tenant population;
 - Meets the City’s Affordable Housing Special Development Circumstance requirements, criteria and key elements as defined; and
 - Exemplifies a high level of social innovation.
1. A developer, group of developers or non-profit affordable housing developers may concentrate affordable rental units together in one building or site, rather than having them scattered in a number of different buildings or sites. In these cases, affordable housing development proposals should include a sound rationale to receive Council consideration for approval as an Affordable Housing Special Development Circumstance to:
 - Provide affordable housing, social programming and community supports to meet the targeted or specialized needs of an intended population (e.g. Seniors, single parents, individuals experiencing disabilities, low income households); and
 - Emphasize sustainable development principles and practices with respect to: the physical development, social programming, innovation, and financial feasibility.
 2. The purpose of an Affordable Housing Special Development Circumstance is to provide affordable housing, programming, and community supports to meet the targeted or specialized needs of an intended **low-income** population (e.g. Seniors, single parents, individuals experiencing disabilities, ~~low income households~~).
 3. AHSDC proposals are to be reviewed on a “project specific” basis and are subject to Council approval to:

- A. Secure rents below the Affordable Housing Strategy stipulated rents for low end market rental units (subsidized rental housing);
 - B. Require financial assistance to support eligible non-profit housing providers to seek and secure financial support for Senior levels of government and/or private partnerships; and
 - C. Meet the funding priorities as set out in the City's Affordable Housing Reserve Fund Policy and Affordable Housing Strategy for subsidized rental housing.
4. A Council approved Affordable Housing Special Development Circumstance focuses on sustainable development principles, encourages physical and social accessibility, and builds on the vast community network of multi-sector partnerships to develop a local response to affordable housing needs.
5. AHSDC proposals should respond to the following questions, which includes:
- A. Who is the intended tenant population (e.g. demographic and income range)?
 - B. How will income thresholds, maximum rent rates, total shelter costs, and life-cycle costs be established and maintained to support rent rates affordable to the proposed tenants?
 - C. How will the proposed physical development respond and support the intended social outcomes of the project?
 - D. How does this development respond to social innovation?
 - E. What strategies, community partnerships, and approaches will be developed to support the social programming requirements of the proposed development?
 - F. What existing project examples and/or case studies are available to support the proposed affordable housing rationale?
6. AHSDC proposals should exhibit a high level of social innovation and generate community benefit outcomes that:
- A. Incorporates High Performance Building standards with an emphasis on energy-savings and conservation (i.e. considers life-cycle costs, risks and outcomes for the affordable housing provider and tenants);
 - B. Implements a coordinated social programming approach to support tenant-well being and physical, social and economic access to community and/or community service opportunities;


- C. Generates a sound resident management and operations model that meets the needs of the intended tenant population (i.e. rents, income levels, appropriate level of programming and supports);
 - D. Considers a community partnership approach for the delivery of community services and supports;
 - E. Exemplifies social innovation approach to encourage project viability, tenant liveability and community connections;
 - F. Provides a sound capital financial and operating sustainability plan;
 - G. Ensures unlimited access for tenants to indoor and outdoor amenity spaces; and
 - H. Includes a sound property management model to address maintenance, repair, upkeep and financial costs related to these requirements.
7. The City's standard Housing Agreement and Housing Covenant terms do apply to a Council approved Affordable Housing Special Development Circumstance.
 8. Additional business terms, legal agreements or operations policies may be developed with respect to:
 - Ownership and management,
 - Maintenance and upkeep of the units,
 - Maintenance and upkeep of the common indoor and outdoor areas,
 - Tenant management policies,
 - On-going capital and operating funding and budget considerations, and
 - Other project specific considerations.
 9. An AHSDC proposal should incorporate best practices and consideration to the socio-economic outcomes of the proposed development, rather than just building an economic or business case for a development.
 10. An AHSDC proposal should also consider the selection of a qualified non-profit affordable housing provider to own, manage and/or operate the affordable housing units or a coordinated partnership approach with the non-profit sector for service delivery. The selection process for an affordable housing and/or service provider(s) may include the joint development and Request for Proposals (RFP) with the City and/or Senior Government or developer.






To: Planning Committee **Date:** February 13, 2013
From: Cathryn Volkering Carlile **File:**
 General Manager
Re: **Affordable Housing Strategy: 2013 Annual Review of Income Thresholds and Affordable Rent Rates**

Staff Recommendation

That the Richmond Affordable Housing Strategy be amended by approving and adding as Addendum No. 5 to the Strategy the 2013 Annual Income Thresholds and Maximum Permitted Rents for Affordable Housing (as outlined in Attachment 1 to the staff report dated February 13, 2013 from the General Manager of Community Services).


 Cathryn Volkering Carlile
 General Manager
 (604-276-4068)

Att. 1

REPORT CONCURRENCE			
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER	
Finance Division	<input checked="" type="checkbox"/>		
Development Applications	<input checked="" type="checkbox"/>		
Policy Planning	<input checked="" type="checkbox"/>		
REVIEWED BY DIRECTORS	INITIALS: 	REVIEWED BY CAO	INITIALS: 

Staff Report

Origin

On May 28, 2007, Council adopted the “Richmond Affordable Housing Strategy” dated May 9, 2007.

On June 8, 2009, Council amended the Richmond Affordable Housing Strategy to update the annual income thresholds and maximum permitted rents and to include provisions for staff to annually adjust the annual income thresholds and the maximum permitted rents specified in the City’s housing agreements to reflect:

- Updated Core Need Income Threshold (CNIT) and/or other applicable data produced by CMHC in years when it is released, and
- CPI for Vancouver for the previous calendar year plus 2 % in years when the CNIT and/or other applicable data from CMHC was not released.

On October 25, 2010, Council amended the Richmond Affordable Housing Strategy again to update annual income thresholds and the maximum permitted rents and to provide that staff annually adjust these amounts based on analysis of updated CNIT and/or other applicable data produced by CMHC in years when it is released.

Staff have completed the required periodic review of income thresholds and maximum permitted rents. Staff recommend adjusting these amounts based on staff analysis of updated Housing Income Limits (HIL) (formerly known as Core Need Income Threshold data).

This report presents the review findings and recommends 2013 Housing Income Limits (HILs) and Affordable Rent Rates for Council consideration.

The report supports the following Council term goal:

Development of a clearer definition of affordable housing priorities and subsequent utilization of affordable housing funding.

Analysis

The 2006 Census estimated that 10,470 renter households or 63 percent of Richmond renters earn less than \$59,999 annually, and therefore are low to moderate income households.

HIL values are determined from the annual CMHC Rental Market Survey. The HIL values represent the income required to pay the average market rent for an appropriately sized unit in the private market.

The 2013 HIL limits are:

	<u>Bachelor</u>	<u>1 Bedroom</u>	<u>2 Bedroom</u>	<u>3 Bedroom</u>
Annual Income	\$34,000	\$38,000	\$46,500	\$57,500

The current Affordable Housing Strategy total household annual income and maximum monthly rent are:

	<u>Bachelor</u>	<u>1 Bedroom</u>	<u>2 Bedroom</u>	<u>3 Bedroom</u>
Total Household Annual Income	\$33,500 or less	\$37,000 or less	\$45,500 or less	\$55,000 or less
Maximum Monthly Rent	\$837	\$925	\$1,137	\$1,375

The adjusted Affordable Housing Strategy total household annual income and maximum monthly rent to align with 2013 HIL limits are:

	<u>Bachelor</u>	<u>1 Bedroom</u>	<u>2 Bedroom</u>	<u>3 Bedroom</u>
Total Household Annual Income	\$34,000 or less	\$38,000 or less	\$46,500 or less	\$57,500 or less
Maximum Monthly Rent	\$850	\$950	\$1,162	\$1,437

Current Adjustments

The adjustments will be applied to all new housing agreements brought forward after the effective date and will be applied to existing housing agreements in accordance with Richmond Affordable Housing Strategy Addendum 5 (**Attachment 1**) (with the exception of those existing housing agreements which do not contemplate adjustments as set out above).

Future Adjustments

Staff recommend that they will review the Income Thresholds and Affordable Rent Rates annually, bring recommendations to Council for approval, and once such are approved the adjustments would become effective immediately following the adoption by Council.

Financial Impact

The proposed changes will have no direct impact to the City.

Conclusion

It is recommended that the 2013 adjusted rates as presented in **Attachment 1**, be approved by way of a fifth Addendum to the Richmond Affordable Housing Strategy.



Dena Kae Beno
Affordable Housing Coordinator
(604-247-4946)

DKB:dkb

Richmond Affordable Housing Strategy
Addendum No. 5
(Date Council Approved)

That the Richmond Affordable Housing Strategy dated May 9, 2007, approved by Council on May 28, 2007, as amended, be further amended as follows:

1. Annual Income Thresholds

The annual income thresholds as shown on Table 1 be used to determine who qualifies for affordable housing and be included in the housing agreements used to secure the use and occupancy of the affordable housing units.

2. Maximum Permitted Rents

The maximum permitted rents as shown on Table 1 be used to determine the permitted rent for affordable housing and be included in the housing agreements used to secure the use and occupancy of the affordable housing units.

3. Future Adjustments to Annual Income Thresholds and Maximum Permitted Rents

Staff adjust the annual income threshold and maximum permitted rent for affordable housing shown in Table 1, once every calendar year based on the following data sources and use the adjusted information in new housing agreements brought forward after the date of adjustment and apply it to existing housing agreements (with the exception of those existing housing agreements which do not contemplate adjustments as set out in this Addendum) and advise Council accordingly:

Primary Data Source: staff analysis of updated Housing Income Limits and/or other applicable data produced by the Canada Mortgage and Housing Corporation (CMHC) in years when it is released.

Table 1: 2013 Annual Income Threshold and Maximum Permitted Rents for Affordable Housing

Annual Income Thresholds (2013)	
Affordable Subsidized Rental Housing	Households with an annual income of less than \$34,000
Affordable Low End Market Rental Housing	Households with an annual income of between \$34,000 and \$57,500
Maximum Permitted Rents (2013)	
Bachelor Unit	\$850 a month (e.g., for eligible tenant having an annual income threshold of \$34,000 or less)
One-Bedroom Unit	\$950 a month (e.g. for eligible tenant having an annual income threshold of \$38,000 or less)
Two-Bedroom Unit	\$1,162 a month (e.g. for eligible tenant having an annual income threshold of \$46,500 or less)
Three-Bedroom Unit	\$1,437 a month (e.g. for eligible tenant having an annual income threshold of \$57,500 or less)




City of Richmond

Report to Committee

To: Planning Committee **Date:** February 20, 2013
From: Cathryn Volkering Carlile **File:**
 General Manager, Community Services
Re: **Housing Agreement Bylaw 8991 to Permit the City of Richmond to Secure Affordable Housing Units located at 8280 and 8300 Granville Avenue (0938938 B.C. Ltd.)**

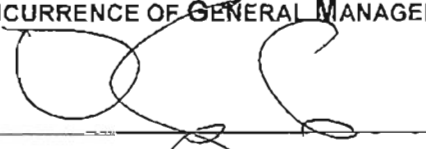

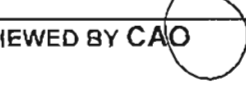

Staff Recommendation

That Bylaw No. 8991 be introduced and given first, second and third readings to permit the City, once Bylaw No. 8991 has been adopted, to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of s. 905 of the Local Government Act, to secure the Affordable Housing Units required by the Rezoning Application 12-615705.



Cathryn Volkering Carlile
 General Manager, Community Services
 (604-276-4068)

Att. 1

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

Staff Report

Origin

The purpose of this report is to recommend Council adoption of a Housing Agreement Bylaw (Bylaw No. 8991, **Attached**) to secure 5,138 ft² or 7 affordable housing units in the proposed development located at 8280 and 8300 Granville Avenue (**Attachment 1**).

The report and bylaw are consistent with Council's adopted term goal:

Development of a clearer definition of affordable housing priorities and subsequent utilization of affordable housing funding.

They are also consistent with the Richmond Affordable Housing Strategy, adopted on May 28, 2007, which specifies the creation of affordable low end market rental units as a key housing priority for the City.

Townline Ventures Granville Avenue Ltd., on behalf of 0938938 B.C. Ltd. (the registered owner), has applied to the City of Richmond to rezone 8280 and 8300 Granville Avenue from "Auto-Oriented Commercial (CA)" to "High Rise Apartment (ZHR13)-St. Albans (City Centre)" to permit the construction of a 16-storey residential tower containing 126 residential units that include 7 affordable housing units.

The rezoning application received third reading at Public Hearing on December 17, 2012 (Rezoning 12-615705 and associated RZ Bylaw 8958). The proposed Housing Agreement Bylaw for the subject development (Bylaw 8991) is presented as attached. It is recommended that the Bylaw be introduced and given first, second and third reading. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement and arrange for notice of the agreement to be filed in the Land Title Office.

Analysis

The subject rezoning application involves a development consisting of approximately 126 residential units, including, 7 affordable rental housing units. The affordable rental housing units consist of: 4 one-bedroom and den units, 1 two-bedroom unit and 2 two-bedroom and den units. The development will contain 55 units in total that meet the Richmond Zoning Bylaw requirements for Basic Universal Housing, which includes 2 affordable rental units.

The applicant has agreed to enter into the Housing Agreement and to register notice of the Housing Agreement on title to secure the 7 affordable rental housing units. The Housing Agreement restricts the annual household incomes for eligible occupants and specifies that the units must be made available at low end market rent rates in perpetuity. The agreement also includes provisions for annual adjustment of the maximum annual housing incomes and rental rates in accordance with City requirements. The applicant has agreed to the terms and conditions of the attached Housing Agreement.

Financial Impact

Administration of this Housing Agreement will be covered by existing City resources.

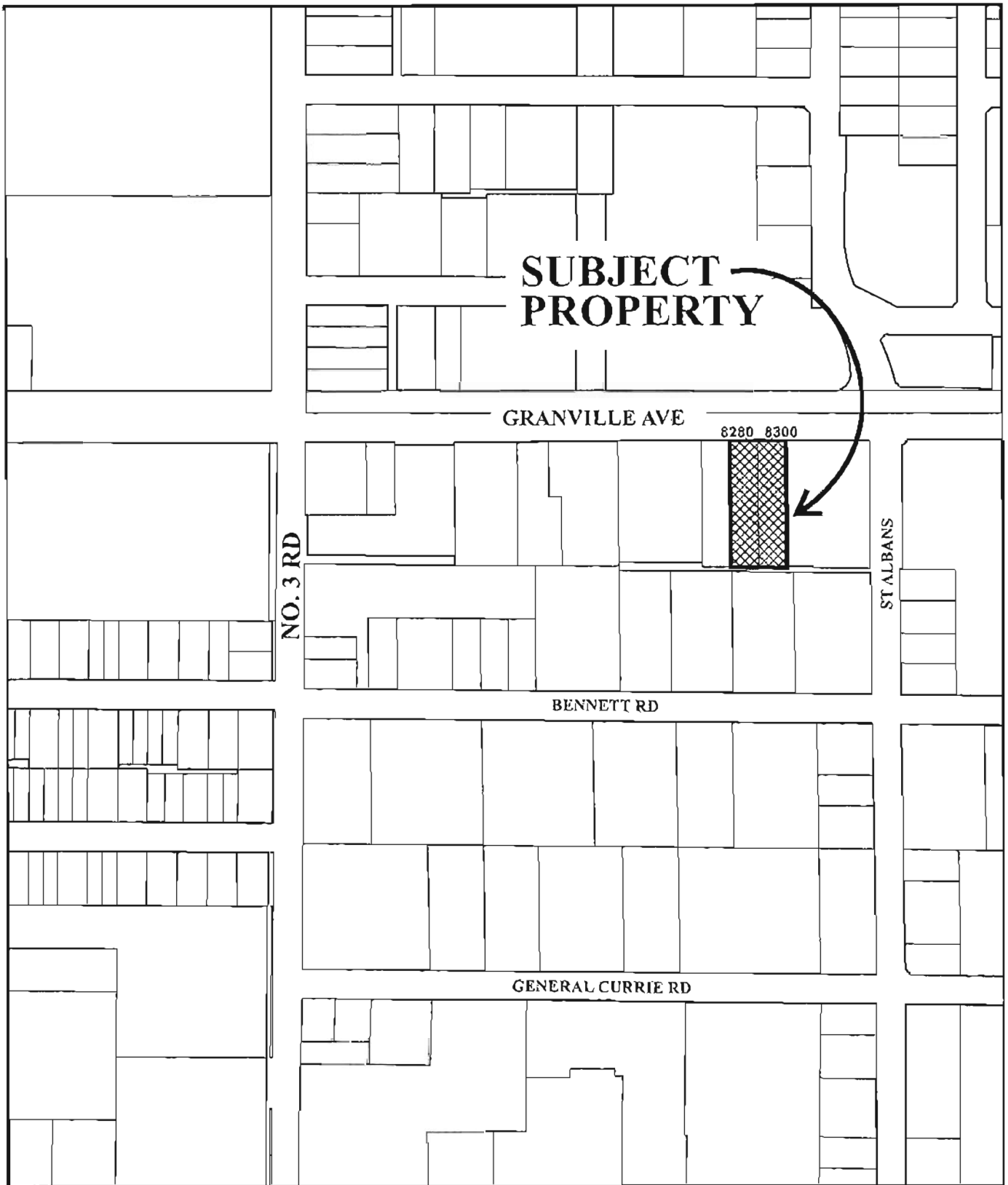
Conclusion

In accordance with the Local Government Act (Section 905), adoption of Bylaw No. 8991 is required to permit the City to enter into a Housing Agreement which together with the housing covenant will act to secure seven affordable rental housing units that are proposed in association with Rezoning Application 12-615705.



Dena Kae Beno
Affordable Housing Coordinator
(604-247-4946)

DKB:dkb



**SUBJECT
PROPERTY**

GRANVILLE AVE

8280 8300

NO. 3 RD

ST ALBANS

BENNETT RD

GENERAL CURRIE RD



8280 & 8300 Granville Ave

Original Date: 02/20/13

Revision Date:

Note: Dimensions are in METRES



Housing Agreement (8280 and 8300 Granville Avenue) Bylaw No. 8991

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 in Schedule A to this Bylaw, with the owner of the lands legally described as:

PID: 003-554-619 Parcel "A" (RD43490E) Lot 8 Block "A" Section 16 Block 4 North Range 6 West New Westminster District Plan 1262

PID: 004-033-817 Lot 9 Except Part on Reference Plan 6590 Block "A" Section 16 Block 4 North Range 6 West New Westminster District Plan 1262

- 2. This Bylaw is cited as "Housing Agreement (8280 And 8300 Granville Avenue) Bylaw No. 8991".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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

MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (8280 and 8300 Granville Avenue) Bylaw No. 8991

HOUSING AGREEMENT BETWEEN the City of Richmond and 0938938 B.C. Ltd.

HOUSING AGREEMENT
(Section 905 *Local Government Act*)

THIS AGREEMENT is dated for reference the 6th day of February, 2013.

BETWEEN:

0938938 B.C. LTD., (Inc. No. 0938938),
a company duly incorporated under the laws of the Province of British
Columbia and having its registered office at 120 – 13575 Commerce
Parkway, Richmond, British Columbia, V6V 2L1

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

AND:

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

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

WHEREAS:

- A. Section 905 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement,

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

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

- (a) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (b) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (c) **"City"** means the City of Richmond;
- (d) **"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;
- (e) **"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;
- (f) **"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;
- (g) **"Eligible Tenant"** means a Family having a cumulative annual income of:
 - (i) in respect to a bachelor unit, \$33,500 or less;
 - (ii) in respect to a one bedroom unit, \$37,000 or less;
 - (iii) in respect to a two bedroom unit, \$45,500 or less; or
 - (iv) in respect to a three or more bedroom unit, \$55,000 or less

provided that, commencing July 1, 2012, the annual incomes set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. 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*. 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;

- (h) **"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
- (i) **"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 registered on ___ day of _____, 2013, under number _____, as it may be amended or replaced from time to time;
- (j) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (k) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (l) **"Lands"** means the following lands and premises situate in the City of Richmond and, including a building or a portion of a building, into which said land is Subdivided:
- PID: 003-554-619
Parcel "A" (RD43490E) Lot 8 Block "A" Section 16 Block 4 North Range 6 West NWD Plan 1262
- PID: 004-033-817
Lot 9 Except Part on Reference Plan 6590 Block "A" Section 16 Block 4 North Range 6 West NWD Plan 1262
- (m) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;

- (n) "LTO" means the New Westminster Land Title Office or its successor;
- (o) "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;
- (p) "Permitted Rent" means no greater than:
 - (i) \$837.00 a month for a bachelor unit;
 - (ii) \$925.00 a month for a one bedroom unit;
 - (iii) \$1,137.00 a month for a two bedroom unit; and
 - (iv) \$1,375.00 a month for a three (or more) bedroom unit,

provided that, commencing July 1, 2012, the rents set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. 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*. 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;

- (q) "*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;
- (r) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (s) "*Strata Property Act*" means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (t) "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*;
- (u) "Tenancy Agreement" means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and

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

**ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS**

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant.

- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.

**ARTICLE 3
DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS**

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than five (5) Affordable Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than five (5) Affordable Housing Units.
- 3.3 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
 - (c) the Owner will not require the Tenant or any permitted occupant to pay any strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;

- (d) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (e) 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;
- (f) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(g) of this Agreement;
 - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.3(f)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(g) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.3(f)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (g) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
- (h) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.

3.4 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the

Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

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

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

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or amenities of the strata corporation.

- 5.5 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of any common property, limited common property or other common areas, facilities or amenities of the strata corporation by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.
- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 **Housing Agreement**

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 905 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 905 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal

parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

7.2 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.

7.3 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

7.4 Indemnity

The Owner will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the 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
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.5 Release

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement; and/or
- (b) the exercise by the City of any of its rights under this Agreement or an enactment.

7.6 Survival

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

7.7 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 905(5) of the *Local Government Act* will be filed on the title to the Lands.

7.8 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.

7.9 Agreement for Benefit of City Only

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;

- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Affordable Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

7.10 No Public Law Duty

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

7.11 Notice

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

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

And to: City Solicitor
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

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

7.12 Enuring Effect

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.13 Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

7.14 **Waiver**

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

7.15 **Sole Agreement**

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

7.16 **Further Assurance**

Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

7.17 **Covenant Runs with the Lands**

This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.

7.18 **Equitable Remedies**

The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

7.19 **No Joint Venture**

Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

7.20 Applicable Law

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

7.21 Deed and Contract

By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

7.22 Joint and Several

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

7.23 Limitation on Owner's Obligations

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

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

0938938 B.C. LTD.

by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:

CITY OF RICHMOND

by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
David Weber, Corporate Officer

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

Appendix A to Housing Agreement

STATUTORY DECLARATION

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

TO WIT:

I, _____ of _____, British Columbia, do solemnly declare that:

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

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

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

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

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

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

DECLARANT

PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and 0938938 B.C. Ltd. (the "Owner") in respect to the lands and premises legally known and described as:

PID: 003-554-619
Parcel "A" (RD43490E) Lot 8 Block "A" Section 16 Block 4 North Range 6 West NWD Plan 1262

PID: 004-033-817
Lot 9 Except Part on Reference Plan 6590 Block "A" Section 16 Block 4 North Range 6 West NWD Plan 1262

(the "Lands")

ROYAL BANK OF CANADA (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers CA2537532 and CA2537533, respectively ("the Bank Charges").

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 bind the Bank Charges in the Lands and 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.

ROYAL BANK OF CANADA
by its authorized signatory(ies):

Per: _____
Name:

Per: _____
Name:



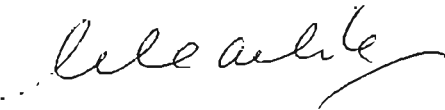
City of Richmond

Report to Committee

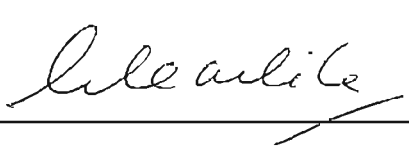


To: Planning Committee **Date:** February 18, 2013
From: Cathryn Volkering Carlile **File:**
 General Manager, Community Services
Re: **Child Care Operator Selection for "The Gardens" Child Care Facility**

Staff Recommendation

That the Society of Richmond Children's Centres be approved as the child care operator for the City-owned child care facility to be constructed at 10640 No. 5 Road (PID 028-631-595 Lot F Section 31 Block 4 North Range 5 West NWD Plan EPP12978), adjacent to "The Gardens" development, subject to the Society entering into a lease for the facility satisfactory to the City.



Cathryn Volkering Carlile
 General Manager, Community Services

REPORT CONCURRENCE			
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER	
Financial Services/Purchasing	<input checked="" type="checkbox"/>		
Project Development	<input checked="" type="checkbox"/>		
Law	<input checked="" type="checkbox"/>		
REVIEWED BY DIRECTORS	INITIALS: 	REVIEWED BY CAO	INITIALS: 

Staff Report

Origin

The purpose of this report is to seek Council's appointment of a child care Operator for "The Gardens" child care facility, located at 10620 No. 5 Road. The provision of this facility was negotiated as part of a rezoning agreement with Townline Gardens Inc., approved on July 25, 2011.

Background

A child care facility was negotiated as a community amenity to be constructed by Townline Gardens Inc., as part of a medium-density, mixed use residential and commercial development. The facility will provide an estimated 37 licensed child care spaces, with accompanying outdoor play areas, pick-up/drop-off area, parking and other uses that support the operation. The child care facility will be located on City-owned land adjacent to public park land, also negotiated by the City as part of rezoning requirements. The "Coeverden Castle" will be renovated along with an existing sales centre to create the child care facility.

The City is seeking to lease the future City-owned child care facility to a non-profit child care provider which will provide quality, affordable, accessible care that will include, but need not be limited to, spaces for children from birth to 6 years old. Townline Gardens Inc. would like to begin the design process for the child care facility. Given Operator involvement in the design process is desirable to ensure that the layout is well suited for the intended child care use, the City has undertaken a selection process.

On June 15, 2012, a Request for Expressions of Interest (RFEOI) was published on BC Bid and the City website. It was also sent to Child Care Licensing (Vancouver Coastal Health) and the Richmond Child Care Resource and Referral Centre for distribution to their networks. A closing date of September 14, 2012 provided thirteen weeks for submission preparation. While three Expressions of Interest (EOI) were received by the closing date, only two met the application requirements of being non-profit societies. Complete submissions are on file with the City's Purchasing Department.

A panel consisting of City staff plus a representative of the Child Care Development Advisory Committee participated in the selection process. The respondents' responses were assessed based on their understanding of the submission requirements, community context, operating vision, experience, proposed programming and human resource/financial capacity. The process involved completing an evaluation matrix of the submissions and conducting one follow-up interview.

Analysis

Based on its assessment, the selection panel recommends the Society of Richmond Children's Centres (SRCC) as the child care provider for The Gardens facility. Key attributes of the Society include its philosophy, programming, operational practices, experience in planning and opening new facilities and history of providing quality care in Richmond. The SRCC is also further

enriching its capacity through a partnership with Hilltop Children's Centre, a well-known Seattle child care provider, to become a leader in Emergent Curriculum practice.

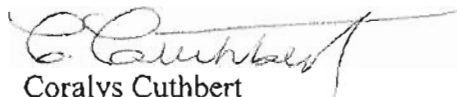
If the staff recommendation is endorsed, Real Estate Services will bring forward a report detailing property lease terms at a future date.

Financial Impact

There is no financial impact at this time.

Conclusion

Given the SRCC is a highly qualified child care provider, staff are recommending that the Society be endorsed as the child care operator of the future City-owned Gardens child care facility, subject to entering into a satisfactory lease agreement with both partners.



Coralys Cuthbert
Child Care Coordinator
(604-204-8621)



**City of
Richmond**

Report to Committee
Planning and Development Department


To: Planning Committee
From: Wayne Craig
Director of Development

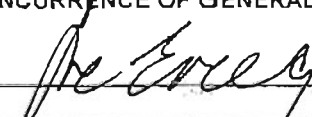
Date: January 11, 2013
File: RZ 11-586988

Re: Application by Matthew Cheng Architect Inc. for Rezoning at 7175 and 7191 Moffatt Road from Medium Density Low Rise Apartments (RAM1) to High Density Townhouses (RTH1)

Staff Recommendation

That Bylaw 9005, for the rezoning of 7175 and 7191 Moffatt Road from "Medium Density Low Rise Apartments (RAM1)" to "High Density Townhouses (RTH1)", be introduced and given first reading.


Wayne Craig
Director of Development
WC:kt
Att.

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

Staff Report

Origin

Matthew Cheng Architect Inc. has applied to the City of Richmond for permission to rezone 7175 and 7191 Moffatt Road (**Attachment 1**) from Medium Density Low Rise Apartment (RAM1) to High Density Townhouses (RTH1) in order to permit the development of ten (10) three-storey townhouse units. A preliminary site plan and building elevations are contained in **Attachment 2**.

Findings of Fact

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

Surrounding Development

To the North/West: A multiple-family complex (townhouses and apartments) on a site zoned Medium Density Low Rise Apartment (RAM1).

To the East: Across Moffatt Road, Richmond High School on a site zoned School & Institutional Use (SI).

To the South: An 18-unit townhouse development on a lot zoned Medium Density Low Rise Apartment (RAM1).

Related Policies & Studies

City Centre Area Plan

The subject property is located within the City Centre Area, Schedule 2.10 of the Official Community Plan (OCP). The site is within "Sub-Area B.1: Mixed Use – Low-Rise Residential & Limited Commercial" which is intended primarily for grade-oriented housing or equivalent in the form of higher-density townhouses (with common parking structures) or lower-density conventional and stacked townhouses (with individual garages). The preliminary design of the proposal complies with the Sub-Area B.1 Guidelines in terms of land use, density, and overall neighbourhood character. Further consideration of the Development Guidelines will take place at the Development Permit stage of the process.

Floodplain Management Implementation Strategy

The applicant is required to comply with the Flood Plain Designation and Protection Bylaw (No. 8204). The site is located within an area where the minimum habitable elevation is 2.9 m geodetic; however, there are provisions to permit habitable space, provided it is located a minimum of 0.3 m above the highest level of the crown of any road that is adjacent to the parcel.

Affordable Housing Strategy

The applicant proposes to make a cash contribution to the affordable housing reserve fund in accordance to the City's Affordable Housing Strategy. As the proposal is for townhouses, the applicant is making a cash contribution of \$2.00 per buildable square foot as per the Strategy; making the payable contribution amount of \$36,121.72.

Public Art

The applicant has agreed to provide a voluntary contribution in the amount of \$0.75 per square foot of developable area for the development to the City's Public Art fund. The amount of the contribution would be \$9,795.64.

Public Input

The applicant has forwarded confirmation that a development sign has been posted on the site. Staff did not receive any telephone calls or written correspondence expressing concerns in association with the subject application.

Staff Comments

Tree Retention and Replacement

A Tree Survey and a Certified Arborist's Report were submitted in support of the application. All eight (8) trees located on site are in poor condition - either dead, dying (sparse canopy foliage), have been previously topped or exhibit structural defects such as cavities at the main branch union and co-dominant stems with inclusions. As a result, these trees are not good candidates for retention and should be replaced.

Based on the 2:1 tree replacement ratio goal stated in the Official Community Plan (OCP), 16 replacement trees are required. Size of replacement trees and landscape design will be reviewed in detail at Development Permit stage.

The applicant has committed to the protection of 19 trees located on the adjacent properties to the north and west. Tree protection fencing on-site will be required prior to any construction activities, including building demolition, occurring on-site. A Tree Management Plan is attached (**Attachment 4**).

Site Servicing & Frontage Improvements

An independent review of servicing requirements (water) has concluded no upgrades are required to support the proposed development.

No other servicing concerns have been identified through the technical review. Prior to final adoption, the developer is required to consolidate the two (2) lots into one (1) development parcel. No frontage beautification upgrades are warranted as Moffatt Road is already developed.

Removal of the existing sidewalk crossings and reinstatement of the sidewalk will be done through a City Works Order at the developer's cost prior to issuance of a Building Permit.

Public Safety

The house at 7191 Moffatt Road is currently vacant; since this lot has become a dumping site the developer has installed construction fence around this property to prevent trespassing and dumping. The house at 7175 Moffatt Road is currently occupied; the developer agrees to install construction fence around the site once the current residents vacate the dwelling and to maintain the construction fence until Building Permit is issued.

Indoor Amenity Space

The applicant is proposing a contribution in-lieu of on-site indoor amenity space in the amount of \$10,000 as per the Official Community Plan (OCP) and Council policy.

Outdoor Amenity Space

Outdoor amenity space will be provided on-site and is adequately sized based on Official Community Plan (OCP) guidelines. The design of the children's play area and landscape details will be refined as part of the Development Permit application.

Analysis

High Density Townhouses (RTH1)

The site is currently zoned Medium Density Low Rise Apartment (RAM1) which permits townhouse development at a maximum density of 0.6 FAR on the subject site. In order to develop the site in accordance to the City Centre Area Plan (which allows a density up to 0.75 FAR on the subject site) a rezoning to the High Density Townhouses (RTH1) zone is required.

OCP and CCAP Compliance

The proposal to develop townhouses is consistent with the objectives of the City Centre Area Plan – Sub-Area B.1 in terms of land use and character. The site plan identifies the unit location and configuration of the internal drive aisle, as well as the location of the outdoor amenity space for the complex. The unit design includes a layout to accommodate conversion for wheelchair access. The Development Permit application will provide more information and detail regarding the form and character of the proposal in addition to the landscaping and design of the outdoor amenity area.

Design Review and Future Development Permit Considerations

Guidelines for the issuance of Development Permits for multiple-family projects are contained in Schedule 1 of Bylaw 9000 (Section 14.0 Development Permit Guidelines), and in Schedule 2.10 of Bylaw 7100 – City Centre Area Plan (Section 3). The rezoning conditions will not be considered satisfied until a Development Permit application is processed to a satisfactory level. In association with the Development Permit, the following issues are to be further examined:

- Site grade to ensure the survival of protected trees on adjacent properties.
- Building form and architectural character.
- Location and design of the convertible unit and other accessibility features.
- Adequate private outdoor space in each unit and the relationship between the first habitable level and the private outdoor space.
- Opportunity to enlarge the outdoor amenity space or provide an additional visitor parking space on site.
- Landscaping design and enhancement of the outdoor amenity area to maximize use.
- Opportunities to maximize permeable surface areas and articulate hard surface treatment.

Financial Impact or Economic Impact

None.

Conclusion

The proposal to develop townhouses is consistent with the objectives of the City Centre Area Plan – Sub-Area B.1 in terms of land use, character, and density. Overall, the project is attractive and a good fit with the neighbourhood. Further review of the project design will be required to ensure a high quality project, and will be completed as part of the future Development Permit process. On this basis, staff recommend that the proposed rezoning be approved.

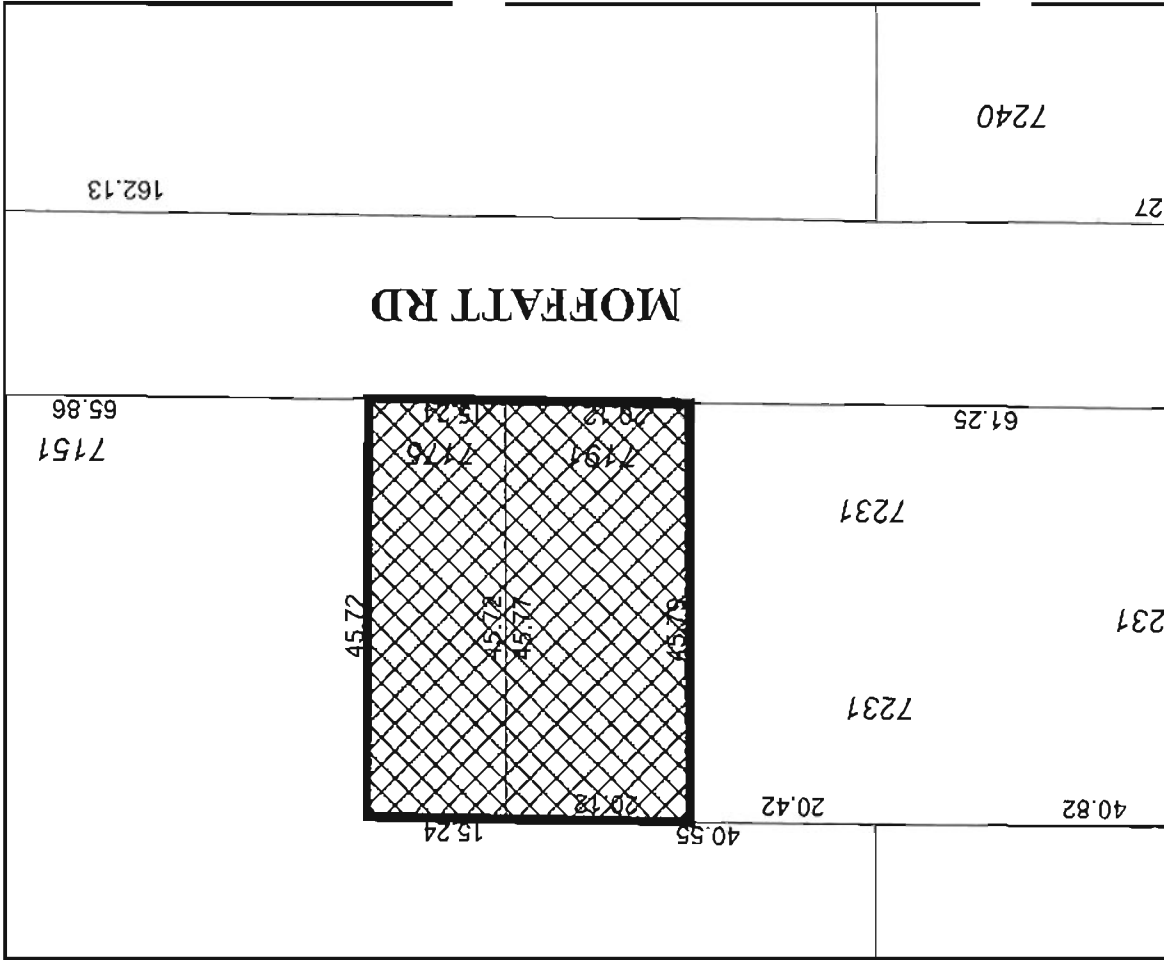


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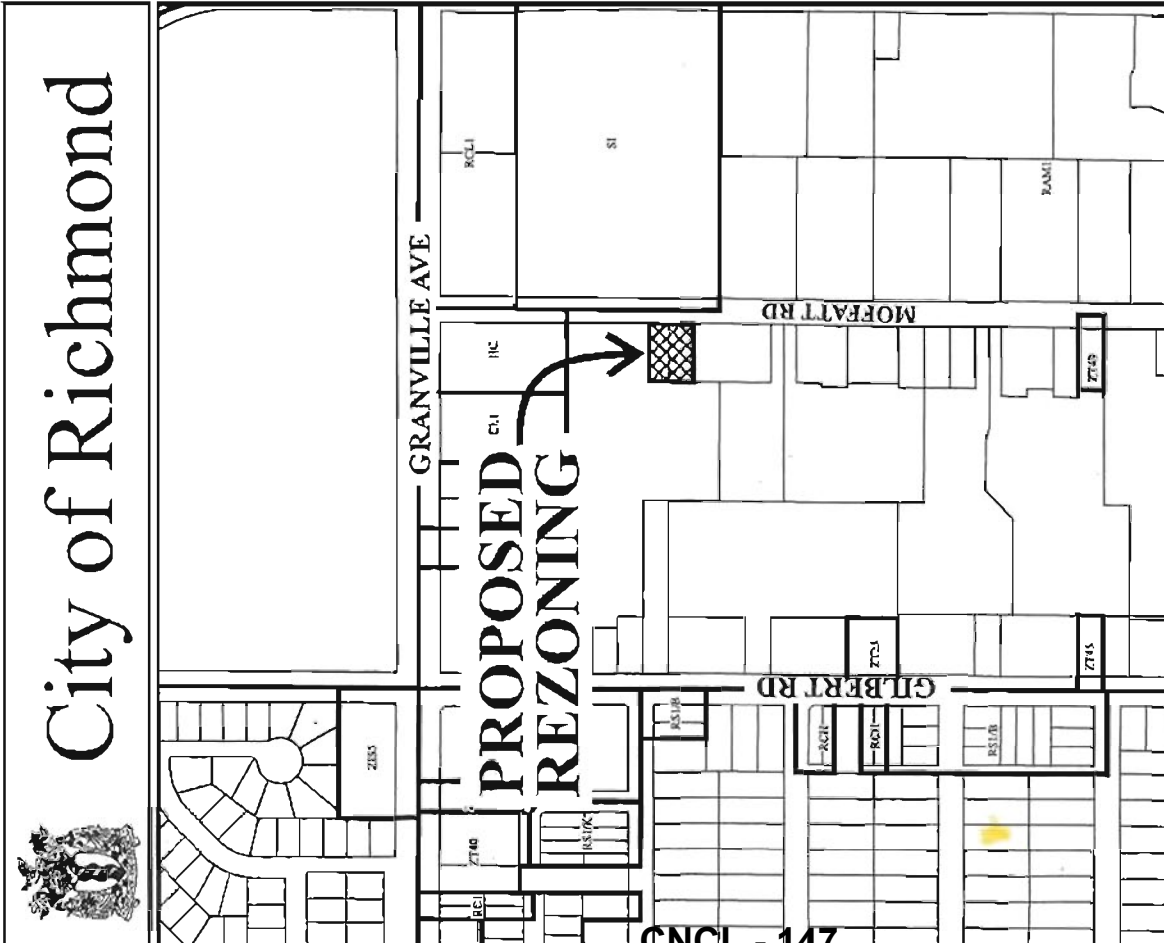
Edwin Lee
Planning Technician - Design

EL:kt

- Attachment 1: Location Map
- Attachment 2: Conceptual Development Plans
- Attachment 3: Development Application Data Sheet
- Attachment 4: Tree Preservation Plan
- Attachment 5: Rezoning Considerations Concurrence



Original Date: 08/30/11
 Revision Date:
 Note: Dimensions are in METRES



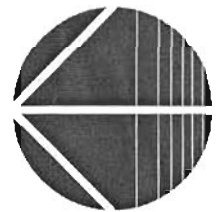
City of Richmond

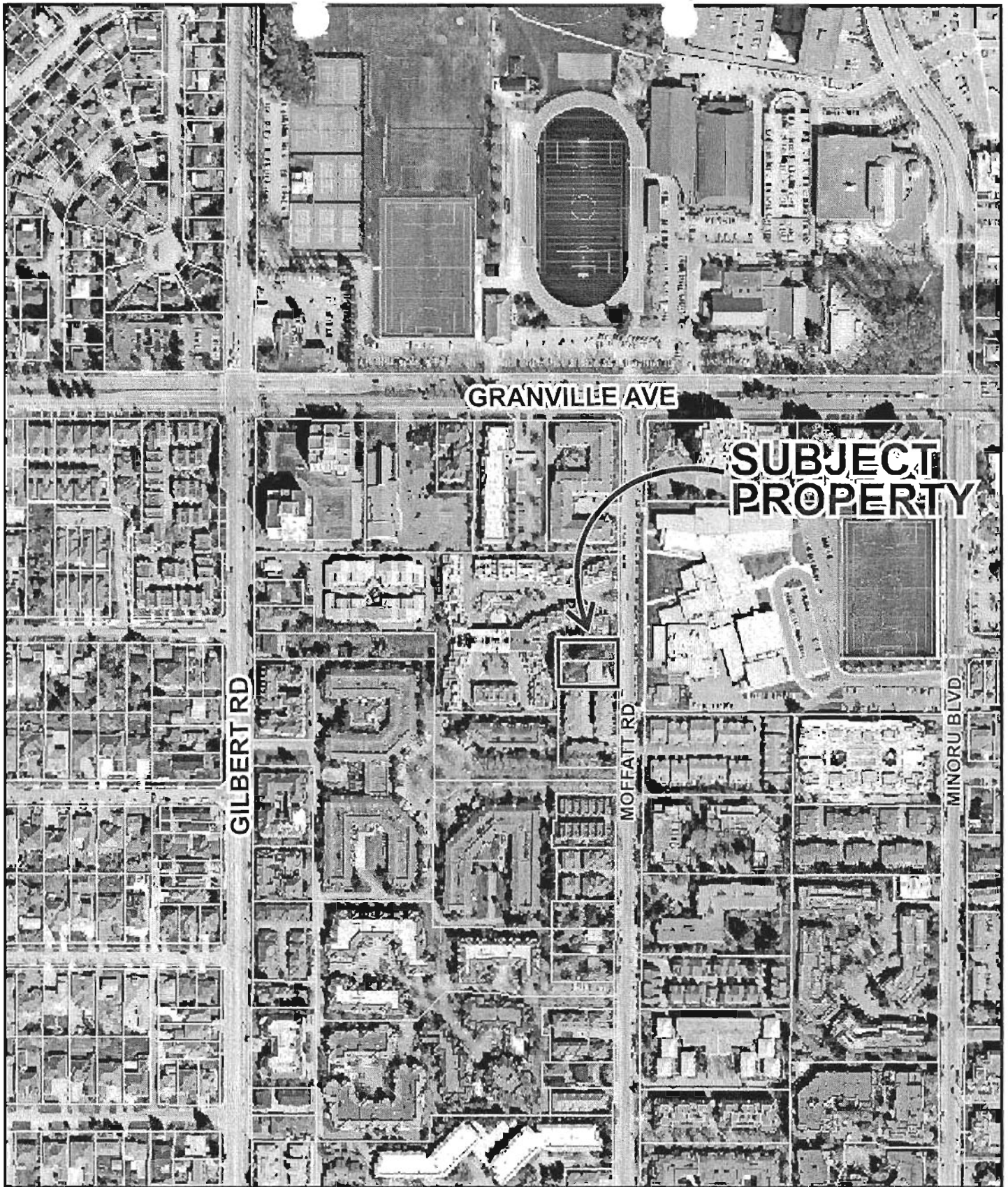


**PROPOSED
 REZONING**

CNCL - 147

RZ 11-586988





**SUBJECT
PROPERTY**

GILBERT RD

GRANVILLE AVE

MOFFATT RD

MINORU BLVD



RZ 11-586988

CNCL - 148

Original Date: 08/30/11

Amended Date:

Note: Dimensions are in METRES



MATTHEW CHENG ARCHITECT INC.

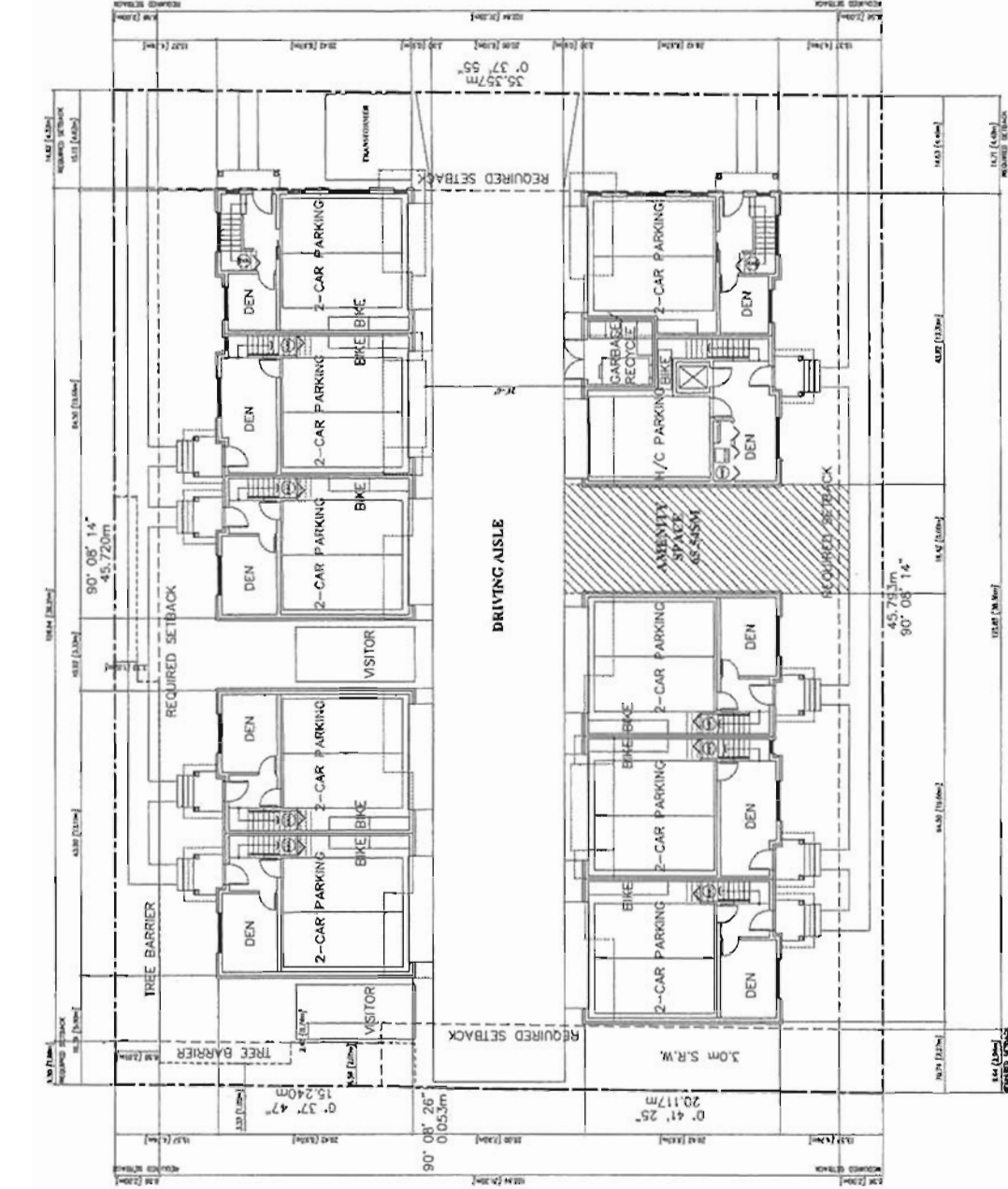
100-1111 WEST 4TH AVENUE
 VANCOUVER, BC V6H 1T1
 TEL: 604-271-1111
 FAX: 604-271-1112
 WWW.MATTHEWCHENGARCHITECT.COM

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DATE: 01/20/2021
 BY: MCH/ML
 CHECKED: MCH/ML
 PROJECT NUMBER: 19 AND 2 (CNCL 149)

10-UNIT TOWNHOUSE DEVELOPMENT
 7175 & 7191 MOFFATT ROAD
 RICHMOND, B.C.

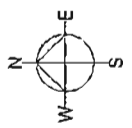
MOFFATT ROAD



SITE PLAN / GROUND FLOOR PLAN

PROPOSED:	17414.48 SF (1616.75M)
SITE AREA:	TOWNHOUSE
LAND USES:	NO CHANGE
COOP DESIGNATION:	RTH1
ZONING:	10
NUMBER OF UNITS:	10
FLOOR AREA RATIO:	0.749 (1,0054.84 SF)
LOT COVERAGE:	0.396(6909.35F)
SETBACK-FRONT YARD:	14.84' (4.52m)
SETBACK-SIDE YARD: (NORTH)	14.98' (4.57m)
SETBACK-SIDE YARD: (SOUTH)	14.98' (4.57m)
SETBACK-REAR YARD:	9.88' (3.01m)
HEIGHT: (m):	34.13' (10.40m) 3 STOREY
LOT SIZE:	17414.48 SF (1616.75M)
OFF-STREET PARKING RESIDENTIAL/COMMERCIAL:	19 AND 2 (INCL 1 H/C)
ACCESSIBLE:	0
OFF-STREET PARKING TOTAL:	21
TANDEM PARKING SPACES:	NONE
INDOOR AMENITY SPACE:	CASH-IN-LIEU
OUTDOOR AMENITY SPACE:	705.54 SF (65.54 SM)

CNCL - 149





**MATTHEW CHIENG
ARCHITECT INC.**

1000 WEST 10TH AVENUE, SUITE 200
VANCOUVER, BC V6H 3G7
TEL: 604-278-8888 FAX: 604-278-8889
WWW.MATTHEWCHIENGARCHITECT.COM

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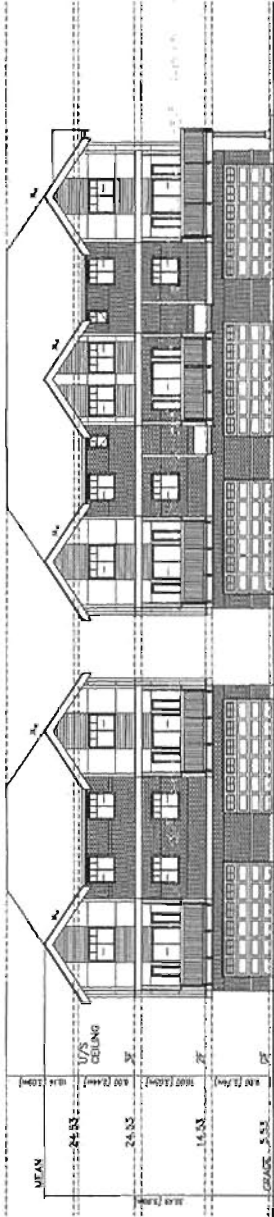
DATE: 10/20/21
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DATE: 10/20/21
BY: MCH/ML

Project Title:
**10-UNIT TOWNHOUSE
DEVELOPMENT
7725 & 7191
MORTFAT ROAD
RICHMOND, B.C.**

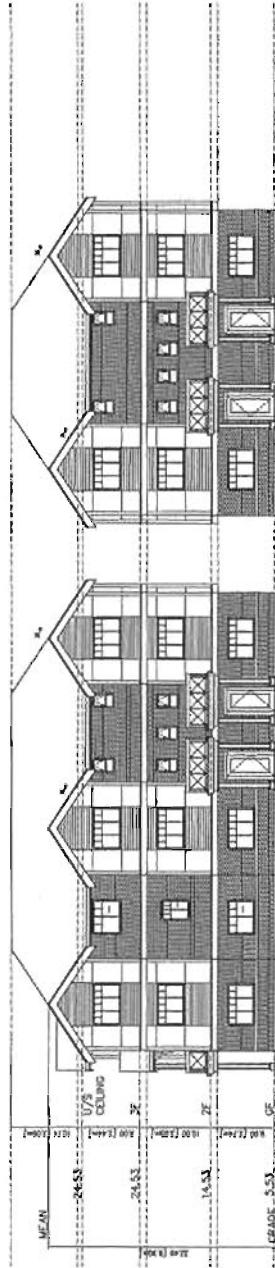
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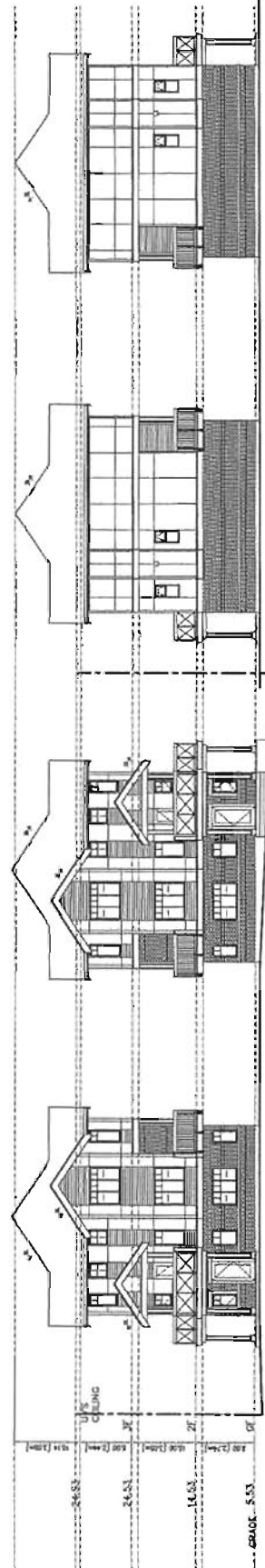
Revision Date:
2021/10/20/21
Next Date:
2021/10/20/21
Project Number:
D04



**NORTH ELEVATION
(SOUTH BUILDING)**



**NORTH ELEVATION
(NORTH BUILDING)**



**EAST ELEVATION
(MOFFAT)**

**WEST ELEVATION
(CORRIDOR)**



**MATTHEW CHENG
ARCHITECT INC.**

1000 SHEPPARD AVENUE EAST, SUITE 100
SCARBOROUGH, ONTARIO M1S 1T6
TEL: (416) 291-1111 FAX: (416) 291-1112
WWW.MATTHEWCHENGARCHITECT.COM

DATE: 12/15/11
BY: MCH/ML
CHECKED: MCH/ML
PROJECT: 10-UNIT TOWNHOUSE DEVELOPMENT

Comments:

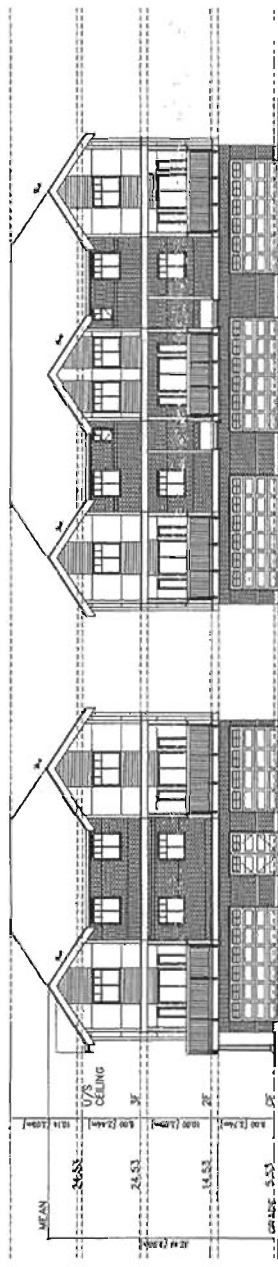
Project Title:
**10-UNIT TOWNHOUSE
DEVELOPMENT
7175 & 7191
MORTFATT ROAD
RICHMOND, B.C.**

Sheet Title:
ELEVATIONS

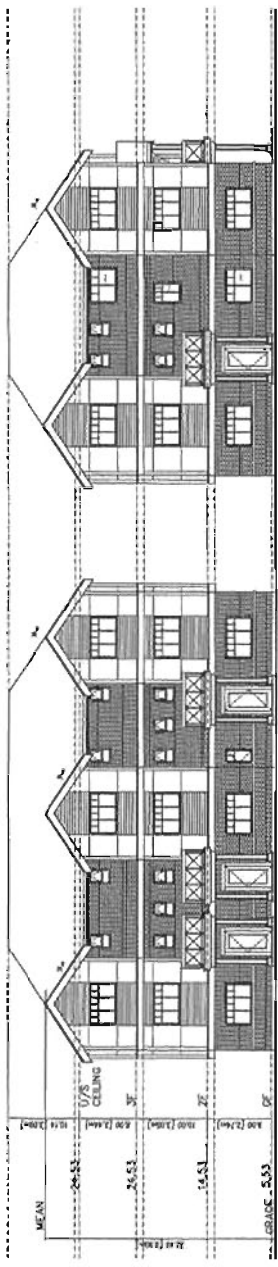
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Project Number:

Revision:
Date:
By:

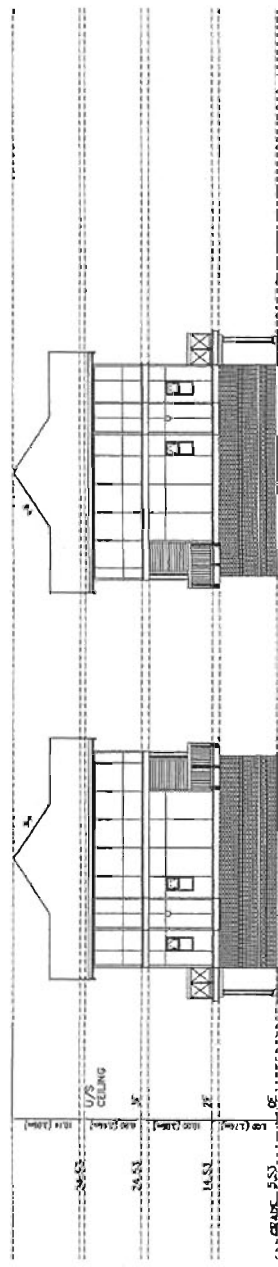
D05



**NORTH ELEVATION
(SOUTH BUILDING)**



**SOUTH ELEVATION
(SOUTH BUILDING)**



WEST ELEVATION



RZ 11-586988

Attachment 3

Address: 7175 and 7191 Moffatt Road

Applicant: Matthew Cheng Architect Inc.

Planning Area(s): City Centre Area Plan (Schedule 2.10) – Sub-Area B.1

	Existing	Proposed
Owner:	L & G Development Ltd. and Ming Nan Li	To be determined
Site Size (m ²):	1,616.7 m ²	No Change
Land Uses:	Single-Family Residential	Multiple-Family Residential
OCP Designation:	Neighbourhood Residential	No Change
Area Plan Designation:	General Urban (T4)	No Change
702 Policy Designation:	N/A	No Change
Zoning:	Medium Density Low Rise Apartment (RAM1)	High Density Townhouses (RTH1)
Number of Units:	2	10
Other Designations:	N/A	No Change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.75	0.75	none permitted
Lot Coverage – Building:	Max. 45%	45% Max.	none
Lot Coverage – Non-porous surfaces:	Max. 70%	70% Max.	none
Lot Coverage – Landscaping with live plant material:	Min. 20%	20% Min.	none
Setback – Front Yard (m):	Min. 4.5 m	4.50 m	none
Setback – North Side Yard (m):	Min. 2.0 m	4.74 m	none
Setback – South Side Yard (m):	Min. 2.0 m	4.74 m	none
Setback –Rear Yard (m):	Min. 2.0 m	2.0 m Min.	none
Height (m):	12.0 m (3-storeys)	12.0 m (3-storeys) Max.	none
Lot Size (min. dimensions):	600 m ² (min. 20 m wide x 30 m deep)	1,616.7 m ² (35.35 m wide x 45.79 m deep)	none
Off-street Parking Spaces – Residential (R) / Visitor (V):	1.4 (R) and 0.2 (V) per unit	1.9 (R) and 0.2 (V) per unit	none

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Off-street Parking Spaces – Total:	16	21	none
Tandem Parking Spaces:	not permitted	0	none
Amenity Space – Indoor:	Min. 70 m ² or Cash-in-lieu	\$10,000 cash-in-lieu	none
Amenity Space – Outdoor:	Min. 6 m ² x 10 units = 60 m ²	65 m ² Min.	none

Other: Tree replacement / compensation required for removal of bylaw-sized trees.



Address: 7175 and 7191 Moffatt Road

File No.: RZ11-586988

Prior to final adoption of Zoning Amendment Bylaw 9005 , the developer is required to complete the following:

1. Consolidation of all the lots into one development parcel (which will require the demolition of the existing dwellings).
2. Registration of a flood indemnity covenant on title.
3. City acceptance of the developer's offer to voluntarily contribute \$2.00 per buildable square foot (e.g. \$36,121.72) to the City's affordable housing fund.
4. City acceptance of the developer's offer to voluntarily contribute \$0.75 per buildable square foot (e.g. \$9,795.64) to the City's public art fund.
5. Submission of cash-in-lieu for the provision of dedicated indoor amenity space in the amount of \$10,000.
6. Installation of construction fence to enclose the entire development site should the house at 7175 Moffatt Road become vacant prior to demolition and building permits are issued. The construction fence must be retained and maintained on site until the building permit for the proposed townhouse development is issued.
7. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.

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

1. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.

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

1. Installation of appropriate tree protection fencing on site around all trees on the neighboring properties prior to any construction activities, including building demolition, occurring on-site.

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

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Division. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
3. Removal of the existing sidewalk crossing and reinstatement of the sidewalk to be done at the developer's sole cost via City Work Order.
4. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Division at 604-276-4285.

Note:

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

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

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

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

[signed original on file]

Signed

Date



Richmond Zoning Bylaw 8500
Amendment Bylaw 9005 (RZ 11-586988)
7175 and 7191 Moffatt Road

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

- 1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it HIGH DENSITY TOWNHOUSES (RTH1).

P.I.D. 003-303-110

Lot 66 Section 17 Block 4 North Range 6 West New Westminster District Plan 49608

P.I.D. 003-766-756

Lot 135 Section 17 Block 4 North Range 6 West New Westminster District Plan 66497

- 2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 9005".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER REQUIREMENTS SATISFIED

ADOPTED

Series of horizontal lines for recording readings and requirements.

CITY OF RICHMOND APPROVED by MB APPROVED by Director or Solicitor [Signature]

MAYOR

CORPORATE OFFICER



Development Application Fees Bylaw No. 8951, Amendment Bylaw 8982

The Council of the City of Richmond enacts as follows:

- 1. Development Application Fees Bylaw No. 8951 is amended by:
(a) deleting the title of section 1.12 and substituting "Servicing Agreements and Latecomer Agreements"; and
(b) adding the following after section 1.12.2:
"1.12.3 Every applicant for a latecomer agreement for excess or extended services, as defined in section 939 of the Local Government Act, must pay the applicable fee specified in the Consolidated Fees Bylaw No. 8636 prior to execution of the latecomer agreement."
2. This Bylaw is cited as "Development Application Fees Bylaw No. 8951, Amendment Bylaw No. 8982".

FIRST READING

FEB 25 2013

SECOND READING

FEB 25 2013

THIRD READING

FEB 25 2013

ADOPTED

Approval stamp box with text: CITY OF RICHMOND, APPROVED for content by originating dept., APPROVED for legality by Solicitor

MAYOR

CORPORATE OFFICER



Consolidated Fees Bylaw No. 8636, Amendment Bylaw 8983

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

1. The Consolidated Fees Bylaw No. 8636, as amended, is further amended by deleting the heading "***Servicing Agreements***" and substituting "***Servicing Agreements and Latecomer Fees***" in the schedule entitled "Schedule – Development Application Fees".
2. The Consolidated Fees Bylaw No. 8636, as amended, is further amended by adding the following after Section 1.12.1 in the schedule entitled "Schedule – Development Application Fees":

<u>Section</u>	<u>Application Type</u>	<u>Base Fee</u>	<u>Incremental Fee</u>
Section 1.12.3	Latecomer Agreement	\$5,000	Not Applicable

3. This Bylaw may be cited as "**Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 8983**".

FIRST READING

FEB 25 2013

SECOND READING

FEB 25 2013

THIRD READING

FEB 25 2013

ADOPTED

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

MAYOR

CORPORATE OFFICER



Housing Agreement (5440 Hollybridge Way)

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: .001-794-884 Lot 110, Sections 5 & 6, Block 4, North Range 6 West, New Westminster District Plan 48002

- 2. This Bylaw is cited as "Housing Agreement (5440 Hollybridge Way) Bylaw No. 8995".

FIRST READING

FEB 25 2013

SECOND READING

FEB 25 2013

THIRD READING

FEB 25 2013

ADOPTED

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

MAYOR

CORPORATE OFFICER

Schedule A

To Housing Agreement (Hollybridge Project (Nominee) Ltd. -Inc. No. BC 0947509) Bylaw No.
8995

HOUSING AGREEMENT BETWEEN the City of Richmond and 0947509 B.C. Ltd-
Hollybridge Project (Nominee) Ltd.

**HOUSING AGREEMENT – AFFORDABLE HOUSING
(Section 905 *Local Government Act*)**

THIS AGREEMENT is dated for reference February 4th, 2013,

BETWEEN:

HOLLYBRIDGE PROJECT (NOMINEE) LTD. (Inc. No. BC0947509),
a corporation pursuant to the *Business Corporations Act* and having
an address at 9th Floor – 666 Burrard Street, Vancouver, British
Columbia, V6C 2X8

(the "Owner")

AND:

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

(the "City")

WHEREAS:

- A. Section 905 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement.

V.4

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

NOW THEREFORE in consideration of the matters referred to in the foregoing recitals, the covenants and agreements herein contained and the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto hereby 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 Building"** means a stand-alone 4-storey building on the south side of Lot 2, fronting Pearson Way in the City of Richmond, containing all the Affordable Housing Units and meeting all other construction conditions as specified in this Agreement;
 - (b) **"Affordable Housing Strategy"** means the Richmond Affordable Housing Strategy approved by the City on May 28, 2007, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
 - (c) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
 - (d) **"Agreement"** or **"this Agreement"** means this agreement and includes all recitals and schedules to this agreement and all instruments comprising this agreement;
 - (e) **"Business Day"** means a day which is not a Saturday, Sunday or statutory holiday (as defined in the *Employment Standards Act* (British Columbia)) in British Columbia;
 - (f) **"CCAP"** means the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
 - (g) **"City"** or **"City of Richmond"** means the City of Richmond and is called the "City" when referring to the corporate entity and "City of Richmond" when referring to the geographic location;
 - (h) **"City Personnel"** means the City's officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates;
 - (i) **"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;

v.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

- (j) "CPI" means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (k) "Daily Amount" means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since date as per above, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (l) "Director of Development" means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (m) "Manager, Community Social Development" means the individual appointed to be the Manager, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (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 annual income of:
 - (i) in respect to a bachelor unit, \$33,500 or less;
 - (ii) in respect to a one bedroom unit, \$37,000 or less;
 - (iii) in respect to a two bedroom unit, \$45,500 or less; or
 - (iv) in respect to a three or more bedroom unit, \$55,000 or less

provided that, commencing July 1, 2013, the annual incomes set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount calculated that is equal to the Core Need Income Threshold data and/or other applicable data produced by Canada Mortgage Housing Corporation in the years when such data is released. 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*. 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) "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*) registered against title to the Lands in connection with Rezoning Application No. RZ-09-506904;
- (r) "*Interpretation Act*" means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (s) "*Land Title Act*" means the *Land Title Act*, RSBC 1996, c. 250, and amendments thereto and re-enactments thereof;
- (t) "Lands" means parcel identifier: 001-794-884, Lot 110, Sections 5 and 6, North Range 6 West New Westminster District Plan 48002;
- (u) "*Local Government Act*" means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;
- (a) "Lot 1" means that portion of the Lands to be created as Lot 1 upon the subdivision of the Lands, as shown outlined in bold and identified as Lot 1 on the sketch plan attached hereto as Schedule "A";
- (v) "Lot 2" means that portion of the Lands to be created as Lot 2 upon the subdivision of the Lands, as shown outlined in bold and identified as Lot 2 on the sketch plan attached hereto as Schedule "A";
- (w) "LTO" means the Lower Mainland Land Title Office or its successor;
- (x) "OCP" means the City of Richmond Official Community Plan Bylaw No. 7100, as may be amended or replaced from time to time.
- (y) "Owner" means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (z) "Permitted Rent" means no greater than:
 - (i) \$837.00 a month for a bachelor unit;

- (ii) \$925.00 a month for a one bedroom unit;
- (iii) \$1,137.00 a month for a two bedroom unit; and
- (iv) \$1,375.00 a month for a three (or more) bedroom unit,

provided that the rents set-out above may be adjusted periodically in amounts as approved by the Council of the City. In the absence of obvious error or mistake, any calculation or determination by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (aa) "*Real Estate Development Marketing Act*" means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (bb) "*Resident Management Plan*" means a plan for the operation and management of the Affordable Housing Units to be submitted by the Owner to the City in accordance with section 3.2 of this Agreement;
- (cc) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (dd) "*Strata Property Act*" means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (ee) "*Subdivide*" means to divide, apportion, consolidate or subdivide the Lands, or any portion thereof, the ownership or right to possession or occupation of the Lands, or any portion thereof, into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*;
- (ff) "*Tenancy Agreement*" means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit;
- (gg) "*Tenant*" means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement; and
- (hh) "*Zoning Bylaw*" means the City of Richmond Zoning Bylaw No. 8500, as may be amended or replaced from time to time.

1.2 In this Agreement:

- (a) words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals,

V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

partnerships, associations, trusts, unincorporated organizations and corporations, and vice versa;

- (b) the division of this Agreement into Articles and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) all provisions are to be interpreted as always speaking;
- (h) 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;
- (i) 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;
- (j) the word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but will be construed to refer to all other items or matters that could reasonably fall within the scope of such general statement, term or matter, whether or not non-limiting language (such as "without limitation", "but not limited to" or words of similar import) is used with reference thereto; and
- (k) any interest in land created hereby, as being found in certain Articles, sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:

- (i) which define the terms used herein;
- (ii) which deal with the interpretation of this Agreement; and
- (iii) which are otherwise of general application.

1:3 Schedules

The following Schedule is attached hereto and forms part of this Agreement:

<u>Schedule</u>	<u>Description</u>
"A"	Sketch Plan of Lot 1 and Lot 2

**ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS**

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect of 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 occupy, nor permit any person to occupy any portion of any building, in part or in whole, on Lot 2, and the City will not be obligated to permit occupancy of any building on Lot 2 until all of the following conditions are satisfied:

- V.2
 - Housing Agreement (Affordable Housing)
 - Section 905 *Local Government Act*
 - 5440 Hollybridge Way
 - Application No. RZ 09-506904
 - Rezoning Condition No. 11.4

- (a) the Affordable Housing Building, Affordable Housing Units and related uses and areas are constructed to the satisfaction of the City;
- (b) the Affordable Housing Building and the Affordable Housing Units have received final building permit inspection permitting occupancy; and
- (c) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the development of Lot 2.

**ARTICLE 3
MANAGEMENT, DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING
UNITS**

- 3.1 The Owner will operate and manage each Affordable Housing Unit in accordance with the Affordable Housing Strategy and guidelines for Low End Market Rental housing in effect from time to time, unless otherwise agreed to by the Owner, the Director of Development and the Manager, Community Social Development.
- 3.2 The Owner may sub-contract the operation and management of the Affordable Housing Units to a qualified and reputable provider of affordable housing, provided that any such sub-contract and affordable housing provider is pre-approved by the Manager, Community Social Development or other authorized City Personnel, in their sole discretion.
- 3.3 The Owner will, or will include a clause in each Tenancy Agreement requiring the Tenant to, repair and maintain the Affordable Housing Units in good order and condition, excepting reasonable wear and tear.
- 3.4 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.5 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than five (5) Affordable Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than five (5) Affordable Housing Units.
- 3.6 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
 - (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;

V.2

Housing Agreement (Affordable Housing)
Section 905 Local Government Act
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all on-site common indoor and outdoor common property, limited common property, or other common areas, facilities that are associated with the Affordable Housing Building or amenities, including parking facilities, in accordance with the Zoning Bylaw, the City's OCP and CCAP policy, as may be amended or replaced from time to time, including all common amenities and facilities located on Lot 2 or any subdivided portion thereof and associated with the Affordable Housing Building;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any strata fees, strata property contingency reserve fees or any extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(s) of this Agreement;
 - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.6(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(s) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.6(g)(ii) of this Agreement, termination shall be effective (1) on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant and (2) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the Tenancy Agreement, or as otherwise stipulated in the *Residential Tenancy Act*. 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 payments that the Owner may be required to pay to the Tenant under the *Residential Tenancy Act*, whether or not such payments relate directly or indirectly to the operation of this Agreement;

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
 - (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.7. If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

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

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

V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

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, Lot 2 or any Subdivided parcel of the Lands or Lot 2 that contain 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 will have no force and effect.
- 5.3 The strata corporation shall not pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 The strata corporation shall not 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 including all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or amenities of the strata corporation associated with the Affordable Housing Building.
- 5.5 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of any common property, limited common property or other common areas, facilities or amenities of the strata corporation by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

**ARTICLE 6
DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after ten (10) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled

V.2 Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

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, and such invoice will be given and deemed received in accordance with section 7.10 [Notice] of this Agreement.

- 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 905 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 905 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units, then the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet in perpetuity.

7.2 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.

V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

7.3 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

7.4 Indemnity

The Owner hereby releases and indemnifies and saves harmless the City and the City Personnel from all loss, damage, costs (including without limitation, legal costs), expenses, actions, suits, debts, accounts, claims and demands, including without limitation, any and all claims of third parties, which the City or the City Personnel may suffer, incur or be put to arising out of or in connection, directly or indirectly or that would not or could not have occurred "but for":

- (a) this Agreement;
- (b) any breach by the Owner of any covenant or agreement contained in this Agreement;
- (c) any personal injury, death or damage occurring in or on Lot 2, including the Affordable Housing Units;
- (d) the exercise of discretion by any City Personnel for any matter relating to this Agreement;
- (e) 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
- (f) the exercise by the City of any of its rights under this Agreement or an enactment.

V.2

Housing Agreement (Affordable Housing)
Section 905 Local Government Act
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

7.5 Survival

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

7.6 Priority

The Owner agrees, if required by the City Solicitor, to cause the registrable interests in land granted pursuant to this Agreement to be registered as first registered charges against the Lands, at the Owner's expense, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered in favour of the City; or
- (c) which the City has determined may rank in priority to the registrable interests in land granted pursuant to this Agreement,

and that a notice under section 905(5) of the *Local Government Act* will be filed on the title to the Lands.

7.7 No Fettering and No Derogation

Nothing contained or implied in this Agreement shall fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement shall derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands and the Owner as if this Agreement had not been executed and delivered by the Owner and the City.

7.8 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 Lot 2 or the Affordable Housing Building or any portion thereof, including any Affordable Housing Unit; and

V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

- (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.

7.9 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.

7.10 Notice

Any notice or communication required or permitted to be given pursuant to this Agreement will be in writing and delivered by hand or sent by prepaid mail or facsimile to the party to which it is to be given as follows:

- (a) to the City:

City of Richmond
6911 No. 3 Road
Richmond, B.C., V6Y 2C1

Attention: City Clerk
Fax: 604 276-5139

with a copy to the Director of Development, the Manager, Community and Social Development and the City Solicitor

- (b) to the Owner, to the address as set out on the title for the Lands,

or to such other address or fax number as any party may in writing advise. Any notice or communication will be deemed to have been given when delivered if delivered by hand, two Business Days following mailing if sent by prepaid mail, and on the following Business Day after transmission if sent by facsimile.

7.11 Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors, administrators and assigns.

7.12 Severability

If any Article, section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect and, in such case, the

V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

parties hereto will agree upon an amendment to be made to the Article, section, subsection, sentence, clause or phrase previously found to be invalid and will do or cause to be done all acts reasonably necessary in order to amend this Agreement so as to reflect its original spirit and intent.

7.13 No Waiver and Remedies

The Owner and the City acknowledge and agree that no failure on the part of either party hereto to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by either party of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies provided in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for either party in this Agreement will be deemed to be in addition to and not, except as expressly stated in this Agreement, restrictive of the remedies of either party hereto at law or in equity.

7.14 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.

7.15 Further Acts

The parties to this Agreement will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

7.16 Equitable Relief

The Owner covenants and agrees that in addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement. The Owner acknowledges and agrees that no failure or delay on the part of the City to exercise any right under this Agreement will operate as a waiver by the City of such right.

7.17 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.

7.18 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

7.19 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.

7.20 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.

7.21 No Liability

The parties agree that neither the Owner, nor any successor in title to the Lands, or portions thereof, will be liable for breaches of or non-observance or non-performance of covenants contained in this Agreement occurring after the date that the Owner or its successor in title, as the case may be, ceases to be the registered or beneficial owner of the Lands; provided, however, the Owner or its successors in title, as the case may be, shall remain liable after ceasing to be the registered or beneficial owner of the Lands for all breaches of and non-observance and non-performance of covenants in this Agreement if the breach, non-observance or non-performance occurred prior to the Owner or any successor in title, as the case may be, ceasing to be the registered or beneficial owner the Lands.

7.22 City Approval and Exercise of Discretion

Any City approval or consent to be given pursuant to or in connection with this Agreement is not effective or valid unless provided by the City in writing. Any City approval or consent to be granted by the City in this Agreement may, unless stated expressly otherwise, be granted or withheld in the absolute discretion of the City.

7.23 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 any subdivided portion thereof, and 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.

7.24 Runs with land

The interest in lands including all covenants, rights of way and easements as the case may be, contained in this Agreement will, unless discharged in accordance with this Agreement, run with and bind the Lands in perpetuity.

7.25 Time of Essence

Time, where mentioned herein, will be of the essence of this Agreement.

7.26 Assignment of Rights

The City, upon prior written notice to the Owner, may assign or license all or any part of this Agreement or any or all of the City's rights under this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing or administering the Affordable Housing Strategy or other related public facilities, services or utilities. The Owner may not assign all or any part of this Agreement without the City's prior written consent.

7.27 Counterparts

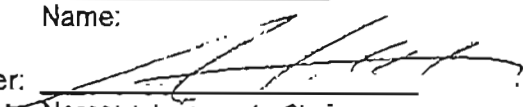
This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

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

HOLLYBRIDGE PROJECT (NOMINEE) LTD.

by its authorized signatory(ies):

Per: _____
Name:

Per: 
Name: Michael Ching

CITY OF RICHMOND

by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
David Weber, Corporate Officer


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

V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

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

HOLLYBRIDGE PROJECT (NOMINEE) LTD.
by its authorized signatory(ies):

Per: 
Name: Don Forsgren

Per: _____
Name: _____

CITY OF RICHMOND
by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
David Weber, Corporate Officer

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

V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

Appendix A to Housing Agreement

STATUTORY DECLARATION

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

TO WIT:

I, _____ of _____, British Columbia, do solemnly declare that:

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

{Names, addresses and phone numbers of Eligible Tenants and their employer(s)}

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

V.2

Housing Agreement (Affordable Housing)
 Section 905 Local Government Act
 5440 Hollybridge Way
 Application No. RZ 09-506904
 Rezoning Condition No. 11.4

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

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

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

DECLARANT

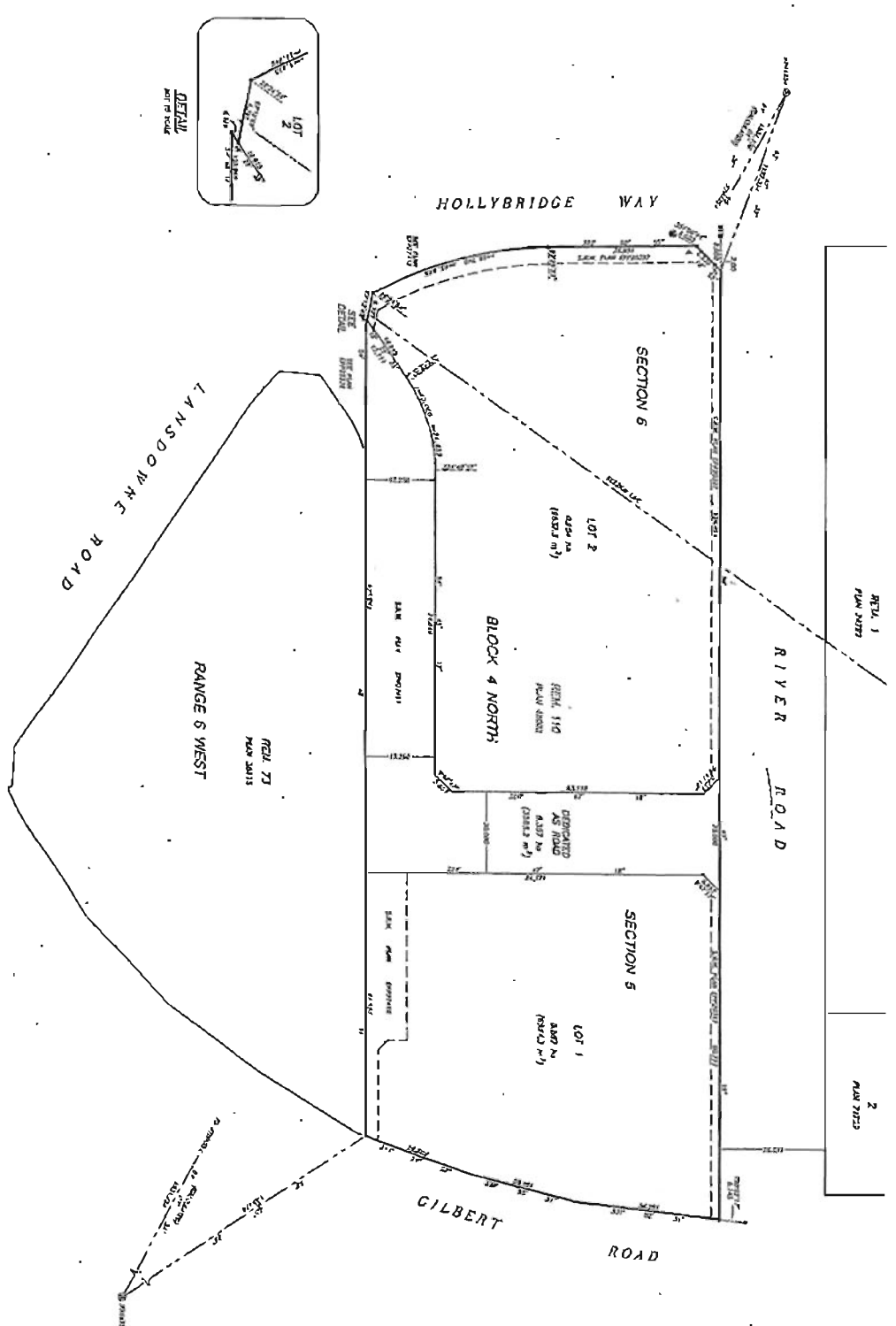
SKETCH PLAN OF PROPOSED SUBDIVISION OF LOT 110
 SECTIONS 5 AND 6 BLOCK 4 NORTH RANGE 6 WEST
 N.W.D. PLAN 48002 EXCEPT PART IN PLAN EPP22412
 B.C.G.S. 926015



LEGEND

- ① - DESIGN CENTER, LANDSCAPE PLANT
- ② - DESIGN CENTER, LANDSCAPE PLANT
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PROPOSED LAND SUBDIVISION
 PLAN 48002
 B.C.G.S. 926015
 DATE: 1/1/2015
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and Hollybridge Project (Nominee) Ltd. (the "Owner") in respect to the lands and premises legally known and described as:

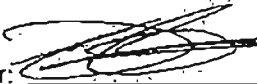
PID: 001-794-884
Lot 110, Sections 5 and 6, Block 4, North Range 6 West, NWD, Plan 48002


("Lands")

HSBC Bank Canada (the "First Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland Land Title Office under numbers CA2770252 and CA2770253, respectively (together, the "First Bank Charges").

The First Chargeholder, being the holder of the First Bank Charges, 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 First Chargeholder) hereby consents to the granting of the covenants in this Housing Agreement by the Owner and hereby covenants that this Housing Agreement shall bind the First Bank Charges in the Lands and shall rank in priority upon the Lands over the First Bank Charges as if the Housing Agreement had been registered prior to the First Bank Charges and prior to the advance of any monies pursuant to the First Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

HSBC Bank Canada
by its authorized signatory(ies):

Per:  ASSISTANT VICE PRESIDENT
Name: COMMERCIAL REAL ESTATE

Per:  **Derek Li**
Name: Analyst
Commercial Real Estate

RESTRICTED - V.2

Housing Agreement (Affordable Housing)
Section 905 *Local Government Act*
5440 Hollybridge Way
Application No. RZ 09-506904
Rezoning Condition No. 11.4

PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and Hollybridge Project (Nominee) Ltd. (the "Owner") in respect to the lands and premises legally known and described as:

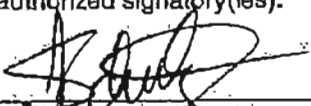
PID: 001-794-884
Lot 110, Sections 5 and 6, Block 4, North Range 6 West, NWD, Plan 48002

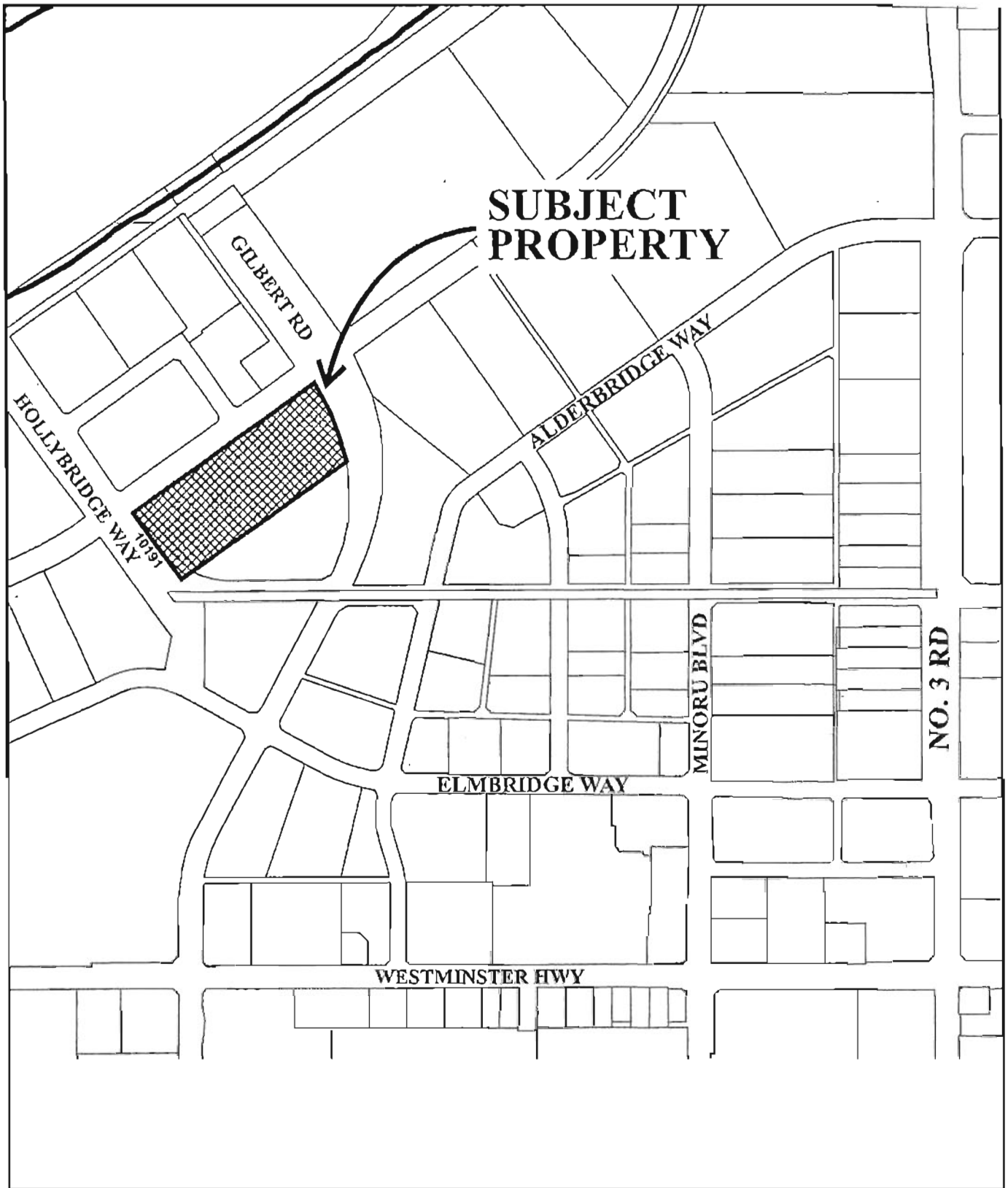
("Lands")

TCC Richmond Lender Inc. (the "Second Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands, which Mortgage and Assignment of Rents were registered in the Lower Mainland Land Title Office under numbers CA2770354 and CA2770355, respectively (together, the "Second Bank Charges").

The Second Chargeholder, being the holder of the Second Bank Charges, 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 Second Chargeholder) hereby consents to the granting of the covenants in this Housing Agreement by the Owner and hereby covenants that this Housing Agreement shall bind the Second Bank Charges in the Lands and shall rank in priority upon the Lands over the Second Bank Charges as if the Housing Agreement had been registered prior to the Second Bank Charges and prior to the advance of any monies pursuant to the Second Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

TCC Richmond Lender Inc.
by its authorized signatory(ies):

Per: 
Name: _____
Per: Jeremy Schoetz
Name: Vice President



5440 Hollybridge Way

Original Date: 02/04/13

Amended Date:

Note: Dimensions are in METRES



Housing Agreement (6251 Minoru Boulevard) Bylaw No. 8996

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 B to this Bylaw, with the owner of that portion of 6251 Minoru Boulevard, Richmond, BC to be subdivided and, following subdivision, be legally described as:

Lot 2 Section 8 Block 4 North Range 6 West New Westminster District Plan EPP24105

(see Schedule A to this Bylaw)

- 2. This Bylaw is cited as "Housing Agreement (6251 Minoru Boulevard) Bylaw No. 8996".

FIRST READING

FEB 25 2013

SECOND READING

FEB 25 2013

THIRD READING

FEB 25 2013

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.
<i>[Signature]</i>
APPROVED for legality by Solicitor
<i>[Signature]</i>

MAYOR

CORPORATE OFFICER

Schedule B

To Housing Agreement (6251 Minoru Boulevard) Bylaw No. 8996

HOUSING AGREEMENT BETWEEN the City of Richmond and Richmond Kiwanis Senior
Citizens Housing Society

HOUSING AGREEMENT
(Section 905 *Local Government Act*)

THIS AGREEMENT is dated for reference the 8th day of February, 2013.

BETWEEN:

RICHMOND KIWANIS SENIOR CITIZENS HOUSING SOCIETY,

a society duly incorporated under the laws of the Province of British Columbia and having its registered office at 220 – 8171 Cook Road, Richmond, British Columbia, V6Y 3T8

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

AND:

CITY OF RICHMOND,

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

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

WHEREAS:

- A. Section 905 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the owner of the Lands (as hereinafter defined);
- C. The Owner and the City intend that the Affordable Rental Units (as hereinafter defined) shall be rented by the Owner in perpetuity at rents which would result in the Permitted Rent plus Permitted Tenant Charges (as hereinafter defined) for eligible tenants being less than the Targeted Gross Shelter Costs (as hereinafter defined); and
- D. The Owner and the City wish to enter into this Agreement (as hereinafter defined) to provide for affordable housing in perpetuity on the terms and conditions set out in this Agreement,

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

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

- (a) **"Affordable Housing Strategy"** means the Richmond Affordable Housing Strategy dated May 9, 2007, and approved by the Richmond City Council on May 28, 2007, as amended as of the date of this Agreement, and as may be further amended by the City from time to time in its sole discretion;
- (b) **"Affordable Rental Unit"** means a Dwelling Unit on the Lands that is subject to a Tenancy Agreement and occupied by an Eligible Senior;
- (c) **"Agreement"** means this agreement together with all schedules and attachments attached hereto;
- (d) **"City"** means the City of Richmond;
- (e) **"Core Need Income Threshold"** means the housing income limit established from time to time in the City's Affordable Housing Strategy on the basis of the income level designated by Canada Mortgage and Housing Corporation for the City as the upper income eligibility limit for households living in affordable rental housing;
- (f) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (g) **"Dwelling Unit"** means a one-bedroom residential apartment located or to be located on the Lands;
- (h) **"Eligible Senior"** means an Eligible Senior Individual or a member of an Eligible Senior Couple;
- (i) **"Eligible Senior Couple"** means two persons, both of whom are able to manage their own personal care, have the capacity to walk and are not bedridden, living in a spousal relationship one of whom is 60 years of age or older and who together have an annual income not exceeding \$44,000, as of the reference date of this Agreement, or such other maximum income as may be stipulated in the City's Affordable Housing Strategy from time to time for affordable one-bedroom low end of market rental housing (see Addendum No. 3 of the Affordable Housing Strategy as amended from time to time) in accordance with the Core Need Income Threshold, and for greater certainty, an Eligible Senior Couple includes any person who was a resident of the Former Lands as at August 1, 2011;

- (j) "Eligible Senior Individual" means a person 60 years of age or older who is able to manage their own personal care, has the capacity to walk and is not bedridden, and who has an annual income not exceeding \$38,000, as of the reference date of this Agreement, or such other maximum income as may be stipulated in the City's Affordable Housing Strategy from time to time for affordable subsidized rental housing (see Addendum No. 3 of the Affordable Housing Strategy as amended from time to time) in accordance with the Core Need Income Threshold, and for greater certainty, an Eligible Senior Individual includes any person who was a resident of the Former Lands as at August 1, 2011;
- (k) "Excess Charges" means any amount of rent charged in respect of a tenancy of an Affordable Rental Unit that is in excess of Permitted Rent, plus any fees or charges of any nature whatsoever that are charged in respect of the tenancy of an Affordable Rental Unit that are not Permitted Tenant Charges, and includes all such amounts charged in respect of any tenancy since the commencement date of the Tenancy Agreement in question, irrespective of when the City renders an invoice in respect of Excess Charges;
- (l) "Former Lands" means Lot 25 Section 8 Block 4 North Range 6 West New Westminster District Plan 21164;
- (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 registered on ____ day of _____, 2013, under number ____;
- (n) "Lands" means the following lands and premises situate in the City of Richmond:

Lot 2 Section 8 Block 4 North Range 6 West New Westminster District Plan EPP24105;
- (o) "LTO" means the New Westminster Land Title Office or its successor;
- (p) "Owner" means Richmond Kiwanis Senior Citizens Housing Society and any subsequent owner of the Lands;
- (q) "Permitted Rent" means the maximum rent set out in Schedule B of this Agreement in respect of the floor area and location of the Dwelling Unit in question, provided that the amounts set out in Schedule B of this Agreement may be increased once per year in accordance with any positive change in CPI between January 1, 2012 and the month in which the rent is being increased, but provided always that the average Permitted Rent of all Affordable Housing Units on the Lands does not exceed an amount which is \$75 per month less than the amount established from time to time in the City's Affordable Housing Strategy as the maximum rent for affordable one bedroom low end of market rental housing, being on the reference date of this Agreement \$950 per month (see Addendum No. 3 of the Affordable Housing Strategy as amended from time to

time), and may be further increased with the prior written consent of the City to cover unexpected increases in operating, maintenance and servicing costs, but subject at all times to sections 3.2(c) and (d);

- (r) **“Permitted Tenant Charges”** means typical monthly insurance premiums for tenant’s household contents and third party liability insurance plus an amount equal to the average monthly charge for electricity supplied to all Dwelling Units on the lands by the B.C. Hydro and Power Authority based on electricity consumption over the previous twelve months only, and excludes without limitation any other amounts charged by the Owner from time to time in respect of any parking, laundry, services or programs provided by or on behalf of the Owner and any other permitted charges as set out in section 3.2(e) whether or not such amounts are charged on a monthly or other basis to the Tenants;
- (s) **“Resident Management Plan”** means all policies, procedures and manuals adopted and used by the Owner for the operation and management of the Affordable Housing Units including without limitation resident eligibility criteria and waiting lists, application procedures and guidelines, tenancy agreements and addenda, tenant regulations and manuals, tenant’s insurance requirements, and details of the contingency fund established pursuant to section 6.4.
- (t) **“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*;
- (u) **“Targeted Gross Shelter Costs”** means a range of \$935 to \$985 per month, as of the date of this Agreement and adjusted annually thereafter on January 1 in each year by adding thereto an amount calculated by multiplying the then current Targeted Gross Shelter Costs by the percentage change in the CPI since January 1 of the previous year, or such other amount as may be established from time to time in the City’s Affordable Housing Strategy as the total cost of housing for affordable one-bedroom low end of market rental housing (see Addendum No. 3 of the Affordable Housing Strategy as amended from time to time);
- (v) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Rental Unit, and all policies and procedures established by the Owner in respect of the occupancy of an Affordable Rental Unit; and
- (w) **“Tenant”** means an occupant of an Affordable Rental 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) gender specific terms include both genders;
- (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (d) 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;
- (e) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (g) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (h) time is of the essence;
- (i) all provisions are to be interpreted as always speaking;
- (j) 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 Senior, agent, officer and invitee of the party;
- (k) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (l) 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".

1.3 The obligations of the Owner to the City in this Agreement are perpetual and are in addition to and not in substitution for the obligations of the Owner to the City set out in the Housing Covenant. In the event that there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Housing Covenant, the terms and conditions of this Agreement shall, so far as is necessary to resolve such conflict, prevail.

**ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE RENTAL UNITS**

- 2.1 The Owner agrees that each Affordable Rental Unit may, in perpetuity, only be used as a permanent residence occupied by an Eligible Senior.
- 2.2 On or before July 1 in every calendar year, the Owner must, in respect of each Affordable Rental 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 to this Agreement, sworn by the Owner, containing all of the information required to complete the statutory declaration. 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 may be requested by the City in respect to an Affordable Rental 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 must, in addition to providing to the City the statutory declarations described in section 2.2 at the times specified in that section, provide to the City a copy of the Owner's current Resident Management Plan.
- 2.4 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.
- 2.5 The Owner and the City agree that any person who was a permanent resident of the Former Lands as of August 1, 2011, shall, for the purposes of this Agreement, be considered to be an Eligible Senior regardless of that person's age or annual income and any restrictions, limitations or other provisions of this Agreement in respect of any such person and their occupancy of an Affordable Rental Unit shall not apply to that person or their occupancy of the Affordable Rental Unit whether pursuant to a Tenancy Agreement or otherwise.

**ARTICLE 3
DISPOSITION AND ACQUISITION OF AFFORDABLE RENTAL UNITS**

- 3.1 The Owner will not permit an Affordable Rental Unit to be subleased or an Affordable Rental Unit Tenancy Agreement to be assigned.
- 3.2 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Rental Unit except to an Eligible Senior and except in accordance with the following additional conditions:
 - (a) the Tenancy Agreement shall not permit or grant any rights to a Tenant or any permitted occupants to occupy an Affordable Rental Unit for a period greater than twelve months;

- (b) the Affordable Rental Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (c) the monthly rent payable by a Tenant for the right to occupy an Affordable Rental Unit must not exceed the Permitted Rent in respect of the floor area and location of the Affordable Rental Unit;
- (d) if the Affordable Rental Unit is subject to the requirements of section 41, 42, and 43 of the *Residential Tenancy Act*, the monthly rent payable by a Tenant for the right to occupy an Affordable Rental Unit must not be increased by an amount that would exceed the limits on such increases imposed under the *Residential Tenancy Act*;
- (e) the Owner will not require the Tenant or any permitted occupant to pay any extra charges or fees for use of any common areas, facilities or amenities generally, or for sanitary sewer, storm sewer, water, other utilities other than electricity, property or similar tax provided however that the Owner may require the Tenant or any permitted occupant to pay charges and fees in respect of any parking, laundry, services, programs, charges or fees for the exclusive use of common area, facility or amenity space and customary charges and deposits in respect of damages, moving and extraordinary cleaning or maintenance provided by or on behalf of the Owner;
- (f) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Rental Unit is occupied by a person or persons other than an Eligible Senior;
 - (ii) the annual income of an Eligible Senior rises above the applicable maximum amount specified in section 1.1(i) or (j) of this Agreement;
 - (iii) the Affordable Rental Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Rental Unit given the number and size of bedrooms in the Affordable Rental Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Affordable Rental Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent except in circumstances provided for by the Owner in the Resident Management Plan; and/or
 - (v) the Tenant subleases the Affordable Rental Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination effective on the earliest date on which such termination can be made effective under the *Residential Tenancy Act*;

- (g) the Tenancy Agreement will identify all occupants of the Affordable Rental Unit and will stipulate that anyone not identified in the Tenancy Agreement is prohibited from residing in the Affordable Rental Unit for more than 30 consecutive days or more than 45 days total in any calendar year;
 - (h) the Tenancy Agreement will include a provision that the Affordable Housing Unit is the subject of a Housing Agreement made between the Owner and the City pursuant to section 905 of the *Local Government Act* and that a copy of the Housing Agreement is available at the Owner's rental office for review by the Tenant; and
 - (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.3 If the Owner has terminated any Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons who may be in occupation of the Affordable Rental Unit to vacate the Affordable Rental Unit on or before the effective date of termination.
- 3.4 The Owner must not subdivide the Lands or any building constructed on the Lands, by any means howsoever.

ARTICLE 4 DEMOLITION OF AFFORDABLE RENTAL UNIT

- 4.1 The Owner will not demolish an Affordable Rental Unit unless:
- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Rental Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
 - (b) the Affordable Rental 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 Rental Unit has been issued by the City and the Affordable Rental 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 Rental Unit in accordance with this Agreement.

**ARTICLE 5
DEFAULT AND REMEDIES**

- 5.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Rental Unit is rented at a rate in excess of the Permitted Rent or the Owner imposes in respect of any tenancy of an Affordable Rental Unit any fee or charge of whatsoever nature other than Permitted Tenant Charges, the Owner will pay the Excess Charges to the City. The Excess Charges are due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.
- 5.2 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 6
MISCELLANEOUS**

6.1 Housing Agreement

The Owner acknowledges and agrees that this Agreement includes a housing agreement entered into under section 905 of the *Local Government Act*.

6.2 Modification

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

6.3 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Rental Units and will permit representatives of the City to inspect the Affordable Rental 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 Rental Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, the Owner acknowledges and agrees that, if the Owner fails to maintain the Affordable Rental Units in accordance with the Resident Management Plan or otherwise in a good state of repair and fit for habitation, following written notice from the City and the expiry of a reasonable cure period having regard for the nature of the breach, the City may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Rental Units.

- 6.4 The Owner shall establish and maintain a separate fund for building repairs and regularly scheduled maintenance of the Affordable Rental Units; shall contribute to such fund in each year; shall permit the City to review the sufficiency of the fund upon request; and

shall implement any reasonable written recommendations that the City may make following such review with regard to the adequacy of the fund unless the Owner provides to the City an opinion from a person qualified to provide strata management services in British Columbia that the fund established by the Owner would be adequate if the Affordable Rental Units were strata lots.

- 6.5 The Owner shall make reasonable efforts to identify, for the benefit of Tenants of the Lands, tenant's insurance underwriters willing and able to provide affordable tenant's insurance in respect of some or all of the Affordable Rental Units, so as to minimize the portion of Permitted Tenant Charges that is attributable to insurance premiums.
- 6.6 The Owner shall not make any rule in respect of the occupancy of a Dwelling Unit on the Lands that would require a Tenant of the Dwelling Unit to pay any fee or charge for the use of any common area, facility or amenity space on the Lands or in any building on the Lands, or that would restrict a Tenant of the Dwelling Unit from using or enjoying any such common area, facility or amenity space except with respect to parking or in respect of any fees or charges for the exclusive use of any common area, facility or amenity space on the Lands and other than as a consequence of the Tenant having breached a reasonable rule with respect to the use of such area, facility or space that the Owner has made for the benefit of all Tenants of the Lands.

6.7 Indemnity

The Owner will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Rental Unit or the enforcement of any Tenancy Agreement; and/or
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

6.8 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 Rental Unit under this Agreement; and/or
- (b) the exercise by the City of any of its rights under this Agreement or an enactment.

6.9 Survival

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

6.10 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.

6.11 Agreement for Benefit of City Only

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Affordable Rental 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.

6.12 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.

6.13 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: Corporate Officer, City of Richmond

6911 No. 3 Road
Richmond, BC V6Y 2C1

And to: City Solicitor

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

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

6.14 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 assignees.

6.15 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.

6.16 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.

6.17 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 Rental 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.

6.18 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.

6.19 Agreement Runs with the Lands

The parties acknowledge that the City is obliged to file a notice of this Agreement in the LTO and that, upon such filing, this Agreement is binding on all persons who acquire an interest in the Lands. 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.

6.20 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. -

6.21 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.

6.22 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.

6.23 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.

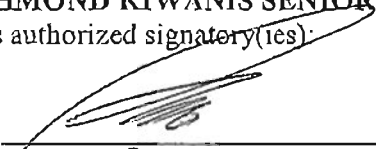
6.24 Limitation on Owner's Obligations


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

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

RICHMOND KIWANIS SENIOR CITIZENS HOUSING SOCIETY

by its authorized signatory(ies):

Per: 
Name: Peter So President

Per: 
Name: Teri Burton Secretary - Treasurer

CITY OF RICHMOND

by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
David Weber, Corporate Officer

CITY OF RICHMOND
APPROVED for content by originating dept.

APPROVED for legality by Solicitor

DATE OF COUNCIL APPROVAL

Schedule A to Housing Agreement

STATUTORY DECLARATION

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

TO WIT:

I, _____ of _____, British Columbia, do solemnly declare that:

- 1. I am the owner or authorized signatory of the owner of _____ (the "Affordable Rental Units"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Rental Units.
3. For the period from _____ to _____ the Affordable Rental Units were occupied only by the Eligible Seniors (as defined in the Housing Agreement) whose names and current addresses are shown in the tenant list attached as Appendix "i" to this Statutory Declaration, as a permanent residence.
4. The rent charged each month for each of the Affordable Rental Units is as set out in the form of rent roll attached as Appendix "ii" to this Statutory Declaration.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Rental Units are situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.
6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the Canada Evidence Act.

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

A Commissioner for Taking Affidavits in the Province of British Columbia

DECLARANT

Appendix "I"

Unit No.	Tenant Name	Tenant Address
1		
2		
3		
4		
...		

Appendix "ji"

Unit No.	Monthly Rent on the date 365 days before date of Statutory Declaration	Monthly Rent on the actual date of Statutory Declaration	Proposed or Actual Monthly Rent on the date 90 days after date of Statutory Declaration
1	\$ _____	\$ _____	\$ _____
2	\$ _____	\$ _____	\$ _____
3	\$ _____	\$ _____	\$ _____
4	\$ _____	\$ _____	\$ _____
...	\$ _____	\$ _____	\$ _____

Schedule B to Housing Agreement

PERMITTED RENT

Kiwanis Towers

Rent Schedule

2/5/2013

Unit Type	A	A-1	B	C/Ca*	C-1/C-1a*	D	
Unit Area (sf)	583	589.3	591.1	616.5	593.6	676.4	
Base Rent (psf)	\$1.19					1.13	
Base unit rent	\$690.00	\$700.00	\$700.00	\$730.00	\$710.00	\$760.00	
				*621.5	*603.6		
Floor							base
2	\$690.00	\$700.00	\$700.00	\$730.00		\$760.00	
3	\$690.00	\$700.00	\$700.00	\$730.00		\$760.00	
4	\$690.00	\$700.00	\$700.00	\$730.00		\$760.00	
5	\$690.00	\$700.00	\$700.00	\$730.00		\$760.00	
6	\$690.00	\$700.00	\$700.00	\$730.00		\$760.00	
	5	5	18	14		5	
	\$3,450.00	\$3,500.00	\$12,600.00	\$10,220.00		\$3,800.00	
							98.5%
7	\$680.00	\$690.00	\$690.00	\$720.00		\$750.00	
8	\$680.00	\$690.00	\$690.00	\$720.00		\$750.00	
9	\$680.00	\$690.00	\$690.00	\$720.00		\$750.00	
10	\$680.00	\$690.00	\$690.00	\$720.00		\$750.00	
11	\$680.00	\$690.00	\$690.00	\$720.00		\$750.00	
	5	5	20	15		5	
	\$3,300.00	\$3,450.00	\$13,800.00	\$10,800.00		\$3,750.00	
							103%
12	\$710.00	\$720.00	\$720.00	\$750.00		\$780.00	
14	\$710.00	\$720.00	\$720.00		\$730.00	\$780.00	
15	\$710.00	\$720.00	\$720.00		\$730.00	\$780.00	
16	\$710.00	\$720.00	\$720.00		\$730.00	\$780.00	
17	\$710.00	\$720.00	\$720.00		\$730.00	\$780.00	
	5	5	20	3	12	5	
	\$3,550.00	\$3,600.00	\$14,400.00	\$2,250.00	\$8,760.00	\$3,900.00	
Unit Totals	15	15	58	32	12	15	147
Revenue Totals	\$10,300.00	\$10,550.00	\$40,800.00	\$23,270.00	\$8,760.00	\$11,450.00	\$105,130.00

Average Rent	\$715.17	Range	\$660 - \$780	AH Rent	\$925
Typical Electrical	\$45.00				
Tenant Insurance	\$25.00				
Total tenant cost	\$785.17				

Average Rent % of Current Affordable rent 77.32%



Richmond Official Community Plan Bylaw 7100
Amendment Bylaw 8910 (RZ 11-591685)

6111, 6251, 6391, 6451, 6551, 6611, 6631 and 6651 Minoru Boulevard

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

- 1. Richmond Official Community Plan Bylaw 7100, in Schedule 2.10, Section 3.0 (City Centre Area Plan, Development Permit Guidelines), is amended by repealing the existing map designations in Sub-Area B.2 thereof of the following areas and by designating those areas as Sub-Area B.3.

P.I.D. 003-629-350

Parcel "F" (Reference Plan 22071) Section 8 Block 4 North Range 6 West New Westminster District

P.I.D. 004-174-399

Lot 25 Section 8 Block 4 North Range 6 West New Westminster District Plan 21164

P.I.D. 027-093-701

Lot 1 Section 8 Block 4 North Range 6 West New Westminster District Plan BCP30610

P.I.D. 004-932-382

Lot 44 Section 8 Block 4 North Range 6 West New Westminster District Plan 29965

P.I.D. 004-134-516

Lot 43 Section 8 Block 4 North Range 6 West New Westminster District Plan 29965

Strata Plan NWS2677

Strata Plan NWS195

- 2. This Bylaw may be cited as "Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 8910".

FIRST READING

JUN 25 2012

PUBLIC HEARING

JUL 16 2012

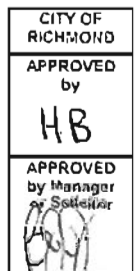
SECOND READING

JUL 16 2012

THIRD READING

JUL 16 2012

ADOPTED



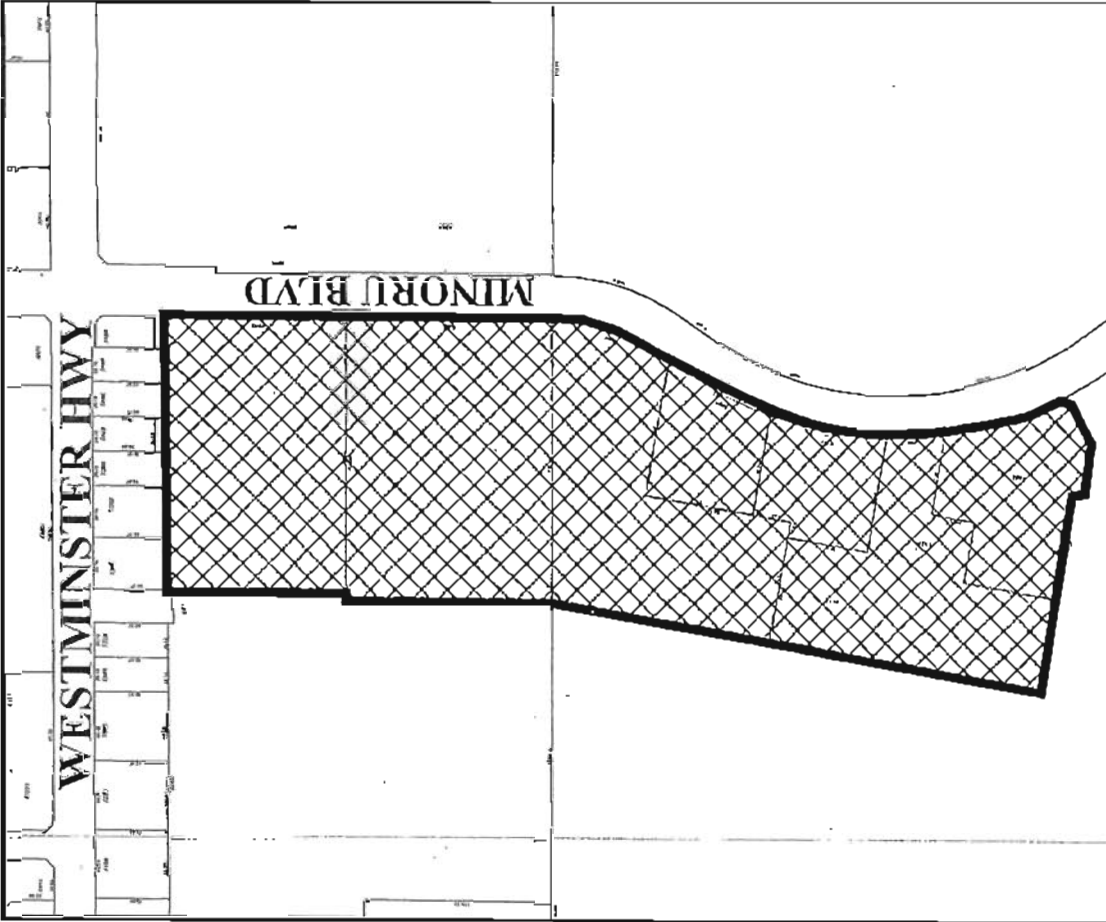
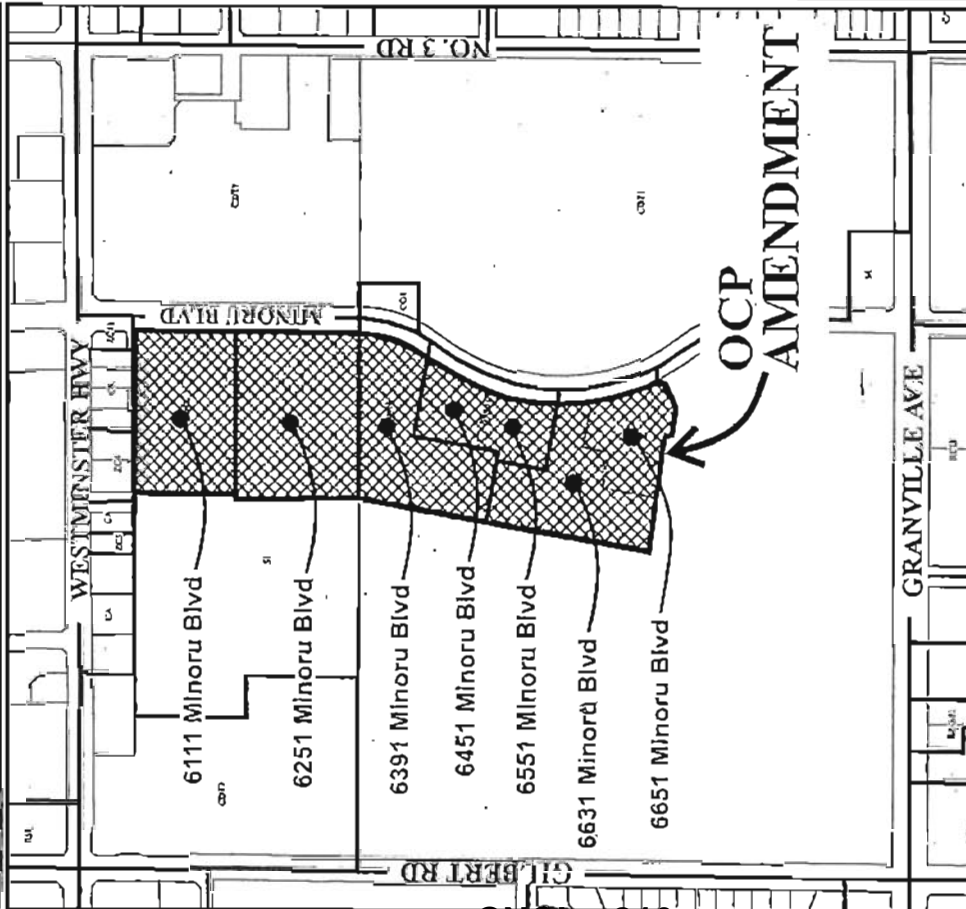
MAYOR

CNCL - 209

CORPORATE OFFICER



City of Richmond



OCP Amendment Bylaw No. 8910 (RZ 11-591685)

Original Date: 05/28/12

Revision Date: 06/29/12

Note: Dimensions are in METRES



**Richmond Zoning Bylaw 8500
Amendment Bylaw 8914 (RZ 11-591685)
6251 MINORU BOULEVARD**

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

1. Richmond Zoning Bylaw 8500 is amended by inserting as Section 19.11 thereof the following:

“19.11 High Rise Apartment (ZHR11) – Brighthouse Village (City Centre)

19.11.1 Purpose

The zone provides for institution and affordable housing together with adjunct uses including high-density, high rise apartments, town housing and compatible uses. Additional density is provided to achieve among other things, City objectives in respect to the provision of affordable housing units.

19.11.2 Permitted Uses

- child care
- housing, apartment
- housing, town

19.11.3 Secondary Uses

- boarding and lodging
- community care facility, minor
- home business

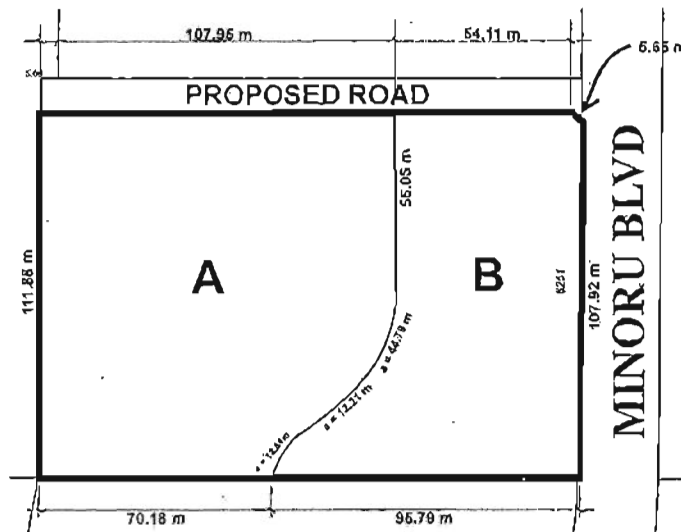
19.11.4 Permitted Density

1. The maximum floor area ratio (FAR) in the areas identified as “A” and “B” on Diagram 1, Section 19.11.4.4 is “2.0”, together with an additional 0.1 floor area ratio provided that it is used entirely to accommodate amenity space.
2. Notwithstanding Section 19.11.4.1, in the area identified as “A” on Diagram 1, Section 19.11.4.4:
 - a) the maximum floor area ratio (FAR) is increased to “3.0” if the owner has paid or secured to the satisfaction of the City, a monetary contribution to the City’s capital Affordable Housing Reserve Fund

established pursuant to Reserve Fund Establishment Bylaw No. 7812, calculated in accordance with the following:

- i) the total monetary contribution equals \$225/sq.ft. multiplied by 5% of the maximum square footage of the residential **building** area (based on residential **floor area ratio**) permitted in the area identified as “A” on Diagram 1, Section 19.11.4.4.
3. Notwithstanding Section 19.11.4.1, in the area identified as “B” on Diagram 1, Section 19.11.4.4:
- a) the maximum **floor area ratio** (FAR) is increased to a higher **density** of “2.8” if prior to building permit issuance for the first **building** constructed in this area after **Council** adopts a rezoning amendment bylaw to include this area in this ZHR11 zone the **owner**:
 - i) has constructed within the area at least 296 **affordable housing units** totalling a minimum of 14,800m² in area;
 - ii) has constructed a minimum of 148 **affordable housing units** incorporating **basic universal housing features**; and
 - iii) has entered into a **housing agreement** with the City with respect to the **affordable housing units** referred to above, registered the **housing agreement** on title to the **lot** where the **affordable housing units** are located, and filed a notice of **housing agreement** in the Land Title Office.

4. Diagram 1



19.11.5 Permitted Lot Coverage

1. The maximum permitted **lot coverage** for **buildings** and landscaped roofs over **parking spaces** in the areas identified as “A” and “B” on Diagram 1, Section 19.11.4.4 is 90%, exclusive of portions of the **site** the **owner** grants to the **City** as a statutory **right-of-way**, or alternative means satisfactory to the **City**, for **park** or **road** purposes.

19.11.6 Yards & Setbacks

1. The minimum public **road setback** is:
 - a) 1.5 m from Minoru Boulevard;
 - b) 6.0 m from all other public **roads**;
 - c) Zero metres from the statutory **right-of-way** for the internal north-south **road** straddling the interior property boundary between areas “A” and “B”, as shown on Diagram 1, Section 19.11.4.4.
2. The minimum **property line setbacks**:
 - a) 6.0 m from the interior **property line**;
 - b) 6.0 m from the **property line** adjacent to Minoru Park;
 - c) Zero metres from the southern **property line**.

19.11.7 Permitted Heights

1. The maximum **building height** is 47.0 m geodetic.
2. The maximum height for **accessory buildings** and **accessory structures** is 12.0 m.

19.11.8 Subdivision Provision / Minimum Lot Size

1. There are no minimum **lot width** or **lot depth** or **lot area** requirements.

19.11.9 Landscaping & Screening

1. **Landscaping** and **screening** shall be provided according to the provisions of Section 6.0.

19.11.10 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, except that
 - a) in the area identified as “B” on Diagram 1, Section 19.11.4.4:
 - i) on-site **vehicle** parking shall be provided at the rate of:
 - A) for residents: 0.2 **vehicle** spaces per **dwelling unit**;
 - B) for visitors: 0.1 **vehicle** spaces per **dwelling unit** of which a minimum of 2 on-site **vehicle** stalls are to be identified by signs and reserved for health care professionals attending to residents; and
 - ii) the requirement for Class 1 bicycle parking shall be met by the provision of a minimum of 32 scooter parking stalls.

19.11.11 Other Regulations

1. In addition to the regulations listed above, the General Development Regulations in 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 area and designating it **HIGH RISE APARTMENT (ZHR11) – BRIGHOUSE VILLAGE (CITY CENTRE)**:

P.I.D. 004-174-399

Lot 25 Section 8 Block 4 North Range 6 West New Westminster District Plan 21164

3. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 8914".

FIRST READING

JUN 25 2012

PUBLIC HEARING

JUL 16 2012

SECOND READING

JUL 16 2012

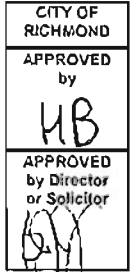
THIRD READING

JUL 16 2012

OTHER CONDITIONS SATISFIED

MAR 06 2013

ADOPTED

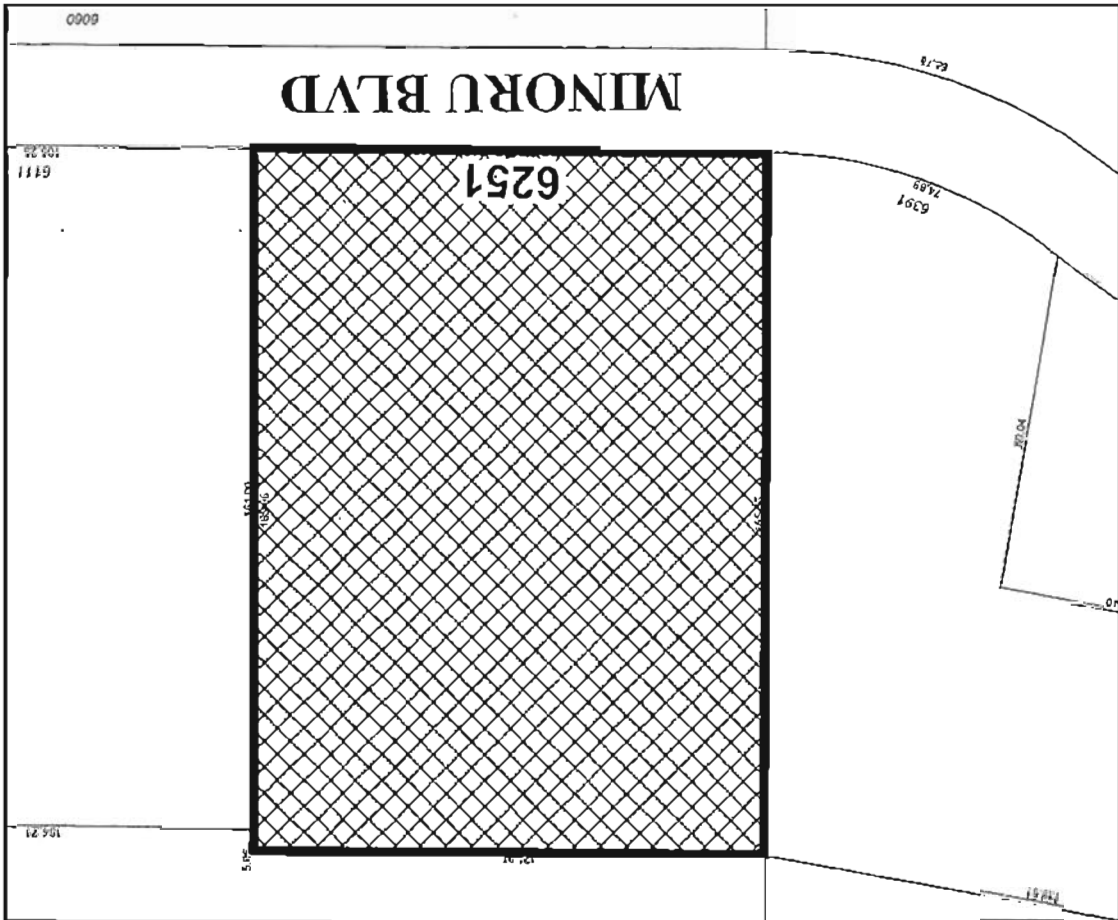
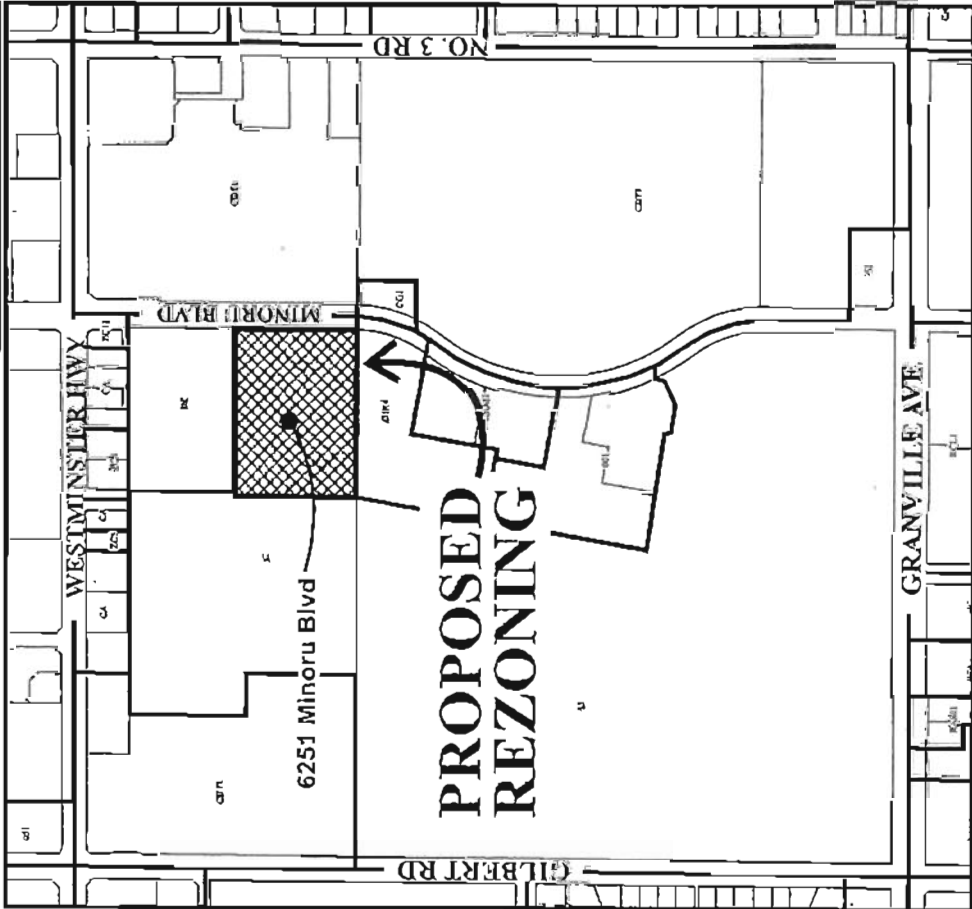


MAYOR

CORPORATE OFFICER



City of Richmond



RZ 11-591685

Original Date: 10/18/11
 Revision Date: 06/29/12
 Note: Dimensions are in METERS



**Richmond Zoning Bylaw 8500
Amendment Bylaw 8614 (RZ 06-346055)
6311,6331, 6351, 6371 NO. 4 ROAD**

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

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **LOW DENSITY TOWNHOUSES (RTL4)**.

P.I.D. 000-571-776

Lot 1 Section 10 Block 4 North Range 6 West New Westminster District Plan 7349

P.I.D. 003-844-421

Lot 2 Section 10 Block 4 North Range 6 West New Westminster District Plan 7349

P.I.D. 011-235-748

Lot 3 Section 10 Block 4 North Range 6 West New Westminster District Plan 7349

P.I.D. 004-053-559

Lot 4 Section 10 Block 4 North Range 6 West New Westminster District Plan 7349

2. This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw 8614**".

FIRST READING

JUN 14 2010

A PUBLIC HEARING WAS HELD ON

JUL 19 2010

SECOND READING

JUL 19 2010

THIRD READING

JUL 19 2010

OTHER REQUIREMENTS SATISFIED

MAR 05 2013

ADOPTED

CITY OF RICHMOND
APPROVED by

APPROVED by Director or Solicitor

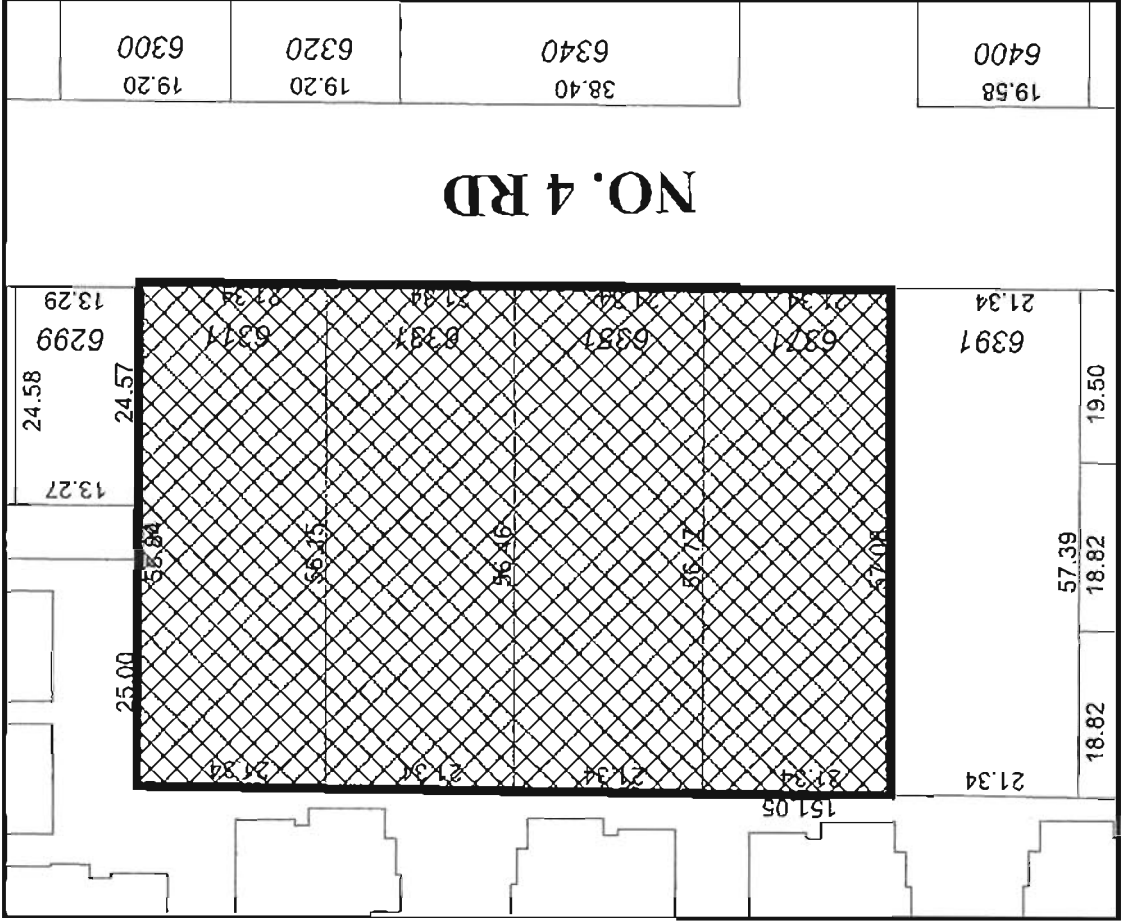
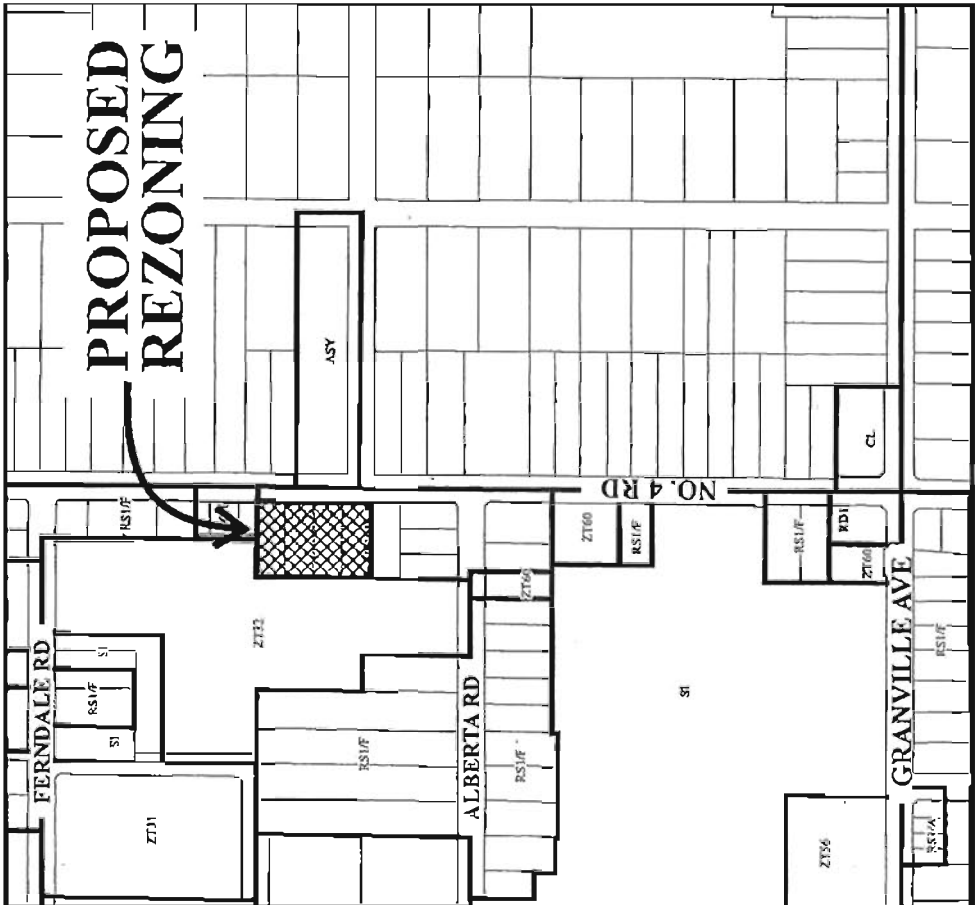

MAYOR

CORPORATE OFFICER



City of Richmond

PROPOSED REZONING



RZ 06-346055

Original Date: 05/25/10
 Revision Date:
 Note: Dimensions are in METRES



**Development Permit Panel
Wednesday, February 27, 2013**

Time: 3:30 p.m.
Place: Council Chambers
Richmond City Hall
Present: Joe Erceg, Chair
Robert Gonzalez, General Manager, Engineering and Public Works
Dave Semple, General Manager, Community Services

The meeting was called to order at 3:30 p.m.

1. Minutes

It was moved and seconded
*That the minutes of the meeting of the Development Permit Panel held on Wednesday,
February 13, 2013, be adopted.*

CARRIED

2. Development Permit DP 11-584817
(File Ref. No.: DP 11-584817) (REDMS No. 3744443)

APPLICANT: Yamamoto Architecture Inc.

PROPERTY LOCATION: 9980 Gilbert Road, 7011 and 7031 Williams Road

INTENT OF PERMIT:

1. Permit the construction of nine (9) townhouse units at 9980 Gilbert Road, 7011 and 7031 Williams Road on a site zoned Low Density Townhouses (RTL4); and
2. Vary the provisions of Richmond Zoning Bylaw 8500 to:
 - a) reduce the minimum front yard and exterior side yard setbacks to Gilbert Road and Williams Road from 6.0 m to 4.5 m;
 - b) reduce the minimum lot width on major arterial roads (Gilbert Road) from 50.0 m to 37.6 m;
 - c) allow a total of four (4) tandem parking spaces in two (2) townhouse units; and

1.

Development Permit Panel Wednesday, February 27, 2013

- d) allow a total of seven (7) small car parking spaces in seven (7) side-by-side garages.

Applicant's Comments

Taizo Yamamoto, Yamamoto Architecture Inc., and Keith Ross, K.R. Ross & Associates, provided the following information regarding the salient points of the application:

- the development design was partly driven by the large trees on the site and to locate the driveway access as far as possible from the intersection of Williams Road and Gilbert Road;
- to mitigate development impact and maintain privacy for the existing single-family residences, two-storey duplex units are proposed to the rear of the site and the driveway and amenity area are located on the east property line;
- the 5-unit building fronting Williams Road was designed with a variety of roof forms with each end unit stepping down from 3-storeys to appear more like 2-storeys at the building ends to address massing;
- there are 2 convertible units proposed in the rear buildings; all units will have aging in place features such as, lever handles, and blocking for grab bars in the washrooms;
- in terms of sustainability the lot coverage will be below the allowable 40% with the introduction of large areas of permeable pavers and a lush landscaping approach;
- the streetscape elements from both roads will be grass and tree boulevards;
- each front yard facing the street will have a gate and 3' open metal fencing with stone masonry pillars;
- the outdoor amenity space has an arbour entry, with a small play element, bench and plant screening;
- the planting is a mixture of 22 trees, shrubs, native and edible plants, and flowers; and
- the tree retention plan includes retaining and protecting six larger evergreens on the adjacent properties, a hedge adjacent to the east property line, and three mature trees, a maple and two cedars, on the site.

Panel Discussion

After discussion it was noted that the outdoor amenity area includes an arbour with small fence, additional permeable paving, mailboxes, a bike rack, a seating area, a wood chip area under the retention Maple Tree and a small play equipment element. In addition, a six-foot fence and lower plantings are proposed parallel to the eastern property line and adjacent mature hedge.

Development Permit Panel
Wednesday, February 27, 2013

Staff Comments

Wayne Craig, Director of Development, advised that the four variances associated with the project were identified through the rezoning process. The setback reductions were a result of a required road dedication. The lot width variance is a technical issue related to frontages on the corner site. The parking variance is minor regarding a small number of tandem parking spaces. He commended the applicant on their efforts to retain trees and hedging both on the site and the neighbouring properties.

Correspondence

None.

Gallery Comments

None.

Panel Decision

It was moved and seconded

That a Development Permit be issued which would:

1. *Permit the construction of nine (9) townhouse units at 9980 Gilbert Road, 7011 and 7031 Williams Road on a site zoned Low Density Townhouses (RTL4); and*
2. *Vary the provisions of Richmond Zoning Bylaw 8500 to:*
 - a) *reduce the minimum front yard and exterior side yard setbacks to Gilbert Road and Williams Road from 6.0 m to 4.5 m;*
 - b) *reduce the minimum lot width on major arterial roads (Gilbert Road) from 50.0 m to 37.6 m;*
 - c) *allow a total of four (4) tandem parking spaces in two (2) townhouse units; and*
 - d) *allow a total of seven (7) small car parking spaces in seven (7) side-by-side garages.*

CARRIED

3. Development Permit DP 12-613923

(File Ref. No.: DP 12-613923) (REDMS No. 3792457)

APPLICANT: Jingon Development Group

PROPERTY LOCATION: 9251 and 9291 Alexandra Road

INTENT OF PERMIT:

1. Permit the construction of a four (4) storey – 132 unit apartment building with a small commercial unit on the ground floor at 9251 and 9291 Alexandra Road on a

Development Permit Panel Wednesday, February 27, 2013

site zoned “Residential/Limited Commercial (ZMU20) – Alexandra neighbourhood (West Cambie)”;

2. Vary the provisions of Richmond Zoning Bylaw 8500 to reduce the side yard setback (west side) from 6.0 metres to 5.42 metres.

Applicant's Comments

Marco Ciriello, Fred Adab Architects Inc., and Mark Syman, Van Der Zalm & Associates, gave a brief presentation of the prominent features of the proposal noting:

- there are two buildings with a total of 132 residential units, of which 104 are basic universal housing units and 8 are affordable housing units;
- the greenway development proposed with the project is an intermediate solution until such time as the development to the east proceeds;
- the design of the proposed site was guided by an intent to create secondary urban spaces, such as, the plaza water feature and spaces off the greenway;
- in keeping with the commercial environment on Alexandra Road and the residential character on Tomicki Avenue the roof form changes between the buildings;
- a proposed commercial space, with associated parking, fronts Alexandra Road;
- the underground parking for the residential units is accessed from Tomicki Avenue;
- the central courtyard outside the south building contains a water feature and a seating, play, and open grassed area;
- a two-metre wide asphalt path is proposed along the greenway that will be redeveloped into a 3.5-metre concrete path when the greenway is widened at a later time;
- there are three central nodes proposed, one at each end of the green corridor between the two buildings and one associated with the northern building; and
- a mixture of evergreen trees, deciduous trees and shrubs were selected.

Panel Discussion

Discussion ensued and it was noted half of the eastern greenway will be developed to current standards with only the surface material requiring to be redeveloped in the future. It was further noted that the amenity space is accessible externally from each building and from the underground parking. In addition, the centre green space between the two buildings is intended for the private use of the residents and not as a public walkway.

Development Permit Panel

Wednesday, February 27, 2013

Staff Comments

Mr. Craig noted the major greenway along the east portion of the site is intended to be a publically accessible walkway and a 5-metre right-of-way will be registered over it. The central spine between the two buildings is not intended to be part of the public walkway. The buildings have been designed to address aircraft noise mitigation in keeping with the area plan, as well as, requirements under the Alexandra District Energy Utility (ADEU). A total of 104 units are designed to be basic universal housings units in accordance with the Zoning Bylaw provisions. Mr. Craig further noted that the full design and construction of half of the Alexandra greenway will be the responsibility of the applicant. The construction of the other half of the greenway and ultimate path surface material will fall to the second developer.

Panel Discussion

Discussion ensued and it was noted that due to the number of commercial applications within the area staff are keeping track of how much commercial space the area plan envisions to be provided in the area.

Correspondence

None.

Gallery Comments

None.

Panel Decision

It was moved and seconded

That a Development Permit be issued which would:

- 1. Permit the construction of a four (4) storey – 132 unit apartment building with a small commercial unit on the ground floor at 9251 and 9291 Alexandra Road on a site zoned “Residential/Limited Commercial (ZMU20) – Alexandra neighbourhood (West Cambie)”;* and
- 2. Vary the provisions of Richmond Zoning Bylaw 8500 to reduce the side yard setback (west side) from 6.0 metres to 5.42 metres.*

CARRIED

4. **Development Permit DP 12-616074**
(File Ref. No.: DP 12-616074) (REDMS No. 3669367 v.3)

APPLICANT: Urban Design Group Architects Inc.

Development Permit Panel Wednesday, February 27, 2013

PROPERTY LOCATION: 6020 Blundell Road and 8120 No. 2 Road

INTENT OF PERMIT:

1. Permit the construction of a freestanding 1-storey commercial replacement building within the Blundell Shopping Centre located at 6020 Blundell Road on a site zoned Community Commercial – Blundell Road (ZC14); and
2. Permit construction of façade renovations to three existing 1-storey commercial buildings within the Blundell Centre located on two lots located at 6020 Blundell Road zoned Community Commercial – Blundell Road (ZC14) and 8120 No. 2 Road on a site zoned Auto-Oriented Commercial (CC).

Applicant's Comments

Fariba Gharaei, Urban Design Group Architects Ltd., and Meredith Mitchell, M2 Landscape Architecture, provided the following information with respect to the key features of the proposal:

- the intent is to demolish the existing “Building A” at the corner of Blundell Road and No. 2 Road, and to propose a new freestanding building moving its location slightly north toward Blundell Road;
- “Buildings B, C, and E” are to receive exterior renovations to update and to address the linear look of the buildings;
- a new pedestrian walkway associated with the new building is proposed to address pedestrian safety concerns;
- to enhance the pedestrian experience several changes are proposed including the addition of a new plaza at the corner of Blundell Road and No. 2 Road; increased seating areas with raised planters, and the installation of permeable concrete pavers;
- the existing trees in the surface parking area along No. 2 Road are to be retained, however, the larger shrubs below the trees are to be replaced with lower plantings to refresh the landscaping and to address Crime Prevention Through Environmental Design (CPTED) concerns;
- additional concrete pavers, planters, trellis screening, green space, and seating areas are proposed for various locations; and
- several bike racks are proposed throughout the site.

Panel Discussion

Discussion ensued and it was noted that renovating the existing “Building A” was not considered both due to the age of the existing building and the difficulty in addressing the City’s floodplain regulations with the building’s existing grading.

Development Permit Panel
Wednesday, February 27, 2013

Staff Comments

Mr. Craig advised that as a part of the proposal there will be: (i) upgrades to the existing signalized intersection at No. 2 Road; (ii) a traffic control measure installed at the Blundell Road driveway to control left in/left out movements; and (iii) additional right-of-ways required to allow for the installation of a future bus shelter along the frontage of the property.

Correspondence

None.

Gallery Comments

None.

Panel Discussion

The Panel supported the proposal and the upgrades in terms of access, traffic flow, pedestrian corridors, landscaping, and building facades.

Panel Decision

It was moved and seconded

That a Development Permit be issued which would:

1. *Permit the construction of a freestanding 1-storey commercial replacement building within the Blundell Shopping Centre located at 6020 Blundell Road on a site zoned Community Commercial – Blundell Road (ZC14); and*
2. *Permit construction of façade renovations to three existing 1-storey commercial buildings within the Blundell Centre located on two lots located at 6020 Blundell Road zoned Community Commercial – Blundell Road (ZC14) and 8120 No. 2 Road on a site zoned Auto-Oriented Commercial (CC).*

CARRIED

5. Development Permit DP 12-617639

(File Ref. No.: DP 12-617639) (REDMS No. 3799086)

APPLICANT: Hollybridge Limited Partnership

PROPERTY LOCATION: 5440 Hollybridge Way

INTENT OF PERMIT: To permit the construction of the first phase of a three-phase, high-rise, mixed use development at 5440 Hollybridge Way on a site zoned "Residential/Limited Commercial (RCL3)", which phase incorporates 219 dwelling units and

Development Permit Panel

Wednesday, February 27, 2013

approximately 1,157.5 m² (12,459 ft²) of ground floor retail.

Applicant's Comments

David Jacobson, Intracorp, Martin Bruckner, IBI/HB Architects, and Jennifer Stamp, Durante Kruek Ltd. (DKL), gave an overview of the proposed development highlighting the following features:

- the first phase is characterized with a striking contemporary building and rich landscape design that combine to create a gateway element into Richmond off the Dinsmore Bridge;
- the project's commercial retail units front on River Road and are designed to provide for an attractive, pedestrian-oriented retail environment through the use of recessed entries with decorative frames, continuous weather protection, a mid-block pedestrian access to the project's commercial parking, and the use of wood, stone, and masonry materials;
- the units fronting Pearson Way transition from the retail on River Road to residential townhouse units with private patios;
- the two mid-rise roofs are treated as extensive green roofs and are not accessible to residents;
- the public realm along Gilbert Road was designed using naturalistic plantings and materials in keeping with the riparian landscape characteristic of the nearby waterfront and includes a water feature, rain garden, pedestrian amenities, and a location for Public Art;
- on the southern portion of the property, a mid-block pedestrian connection is proposed in combination with a service lane, the design of which accommodates active uses (e.g., end-of-trip facilities), provides for future driveway access to the adjacent Richmond Winter Club site (when it redevelops), and pays particular attention to providing for casual surveillance and an attractive street-end view from Pearson Way;
- proposed public realm features along Pearson Way and River Road include areas of permeable and decorative paving, bike parking and an off-street bike path, benches, pedestrian lighting, street trees, and a small rain garden;
- the project's podium level accommodates a 2-storey, indoor amenity room that opens onto a large rooftop amenity space including, among other things, a dining terrace, large central lawn, fire pit, community garden plots with support facilities, and children's play space; and
- sustainable building measures include a window to wall area ratio of less than 50% to assist in energy conservation.

Development Permit Panel
Wednesday, February 27, 2013

Panel Discussion

Discussion ensued and it was noted that:

- service equipment will be located in the parking structure, the top roof will receive regular roof treatment and will be accessible only for maintenance purposes;
- the podium level outdoor space is accessible to all residents, but the extensive green roofs on the mid-rise portions of the building are accessible only for maintenance purposes; and
- the at grade parking is designated for commercial uses and residential visitors.

Staff Comments

Mr. Craig noted that the building has been designed to respond to aircraft and industrial noise. The proposal has also been designed to hook into a future District Energy Utility should it exist. A comprehensive Transportation Demand Management Plan includes 20% of the residential stalls and 10% of the commercial stalls, for a total of 53 stalls, being equipped with electrical vehicle charging stations.

Correspondence

None.

Gallery Comments

None.

Panel Discussion

The Panel were supportive of the design and detail of the project.

Panel Decision

It was moved and seconded

That a Development Permit be issued which would permit the construction of the first phase of a three-phase, high-rise, mixed use development at 5440 Hollybridge Way on a site zoned "Residential/Limited Commercial (RCL3)", which phase incorporates 219 dwelling units and approximately 1,157.5 m² (12,459 ft²) of ground floor retail.

CARRIED

6. Development Permit DP 12-626361
(File Ref. No.: DP 12-626361) (REDMS No. 3750713 v.2)

APPLICANT: Townline Ventures Granville Avenue Ltd.

Development Permit Panel

Wednesday, February 27, 2013

PROPERTY LOCATION: 8280 and 8300 Granville Avenue

INTENT OF PERMIT: To permit the construction of 16-storey residential tower with a gross floor area of 10,163.2 m² (109,396 ft²) containing 126 residential units including seven (7) affordable housing units and 162 parking stalls at 8280 and 8300 Granville Avenue on a site zoned "High Rise Apartment (ZHR13) - St Albans (City Centre)".

Applicant's Comments

Foad Rafii, Rafii Architects Inc., & Meredith Mitchell, M2 Landscape Architecture, provided the following information with respect to the salient points of the application:

- the proposal is for a 16-storey residential tower including 126 residential units (7 affordable housing units) and no commercial units;
- the high-rise tower has been rotated from the main grid of the City along Granville Avenue;
- an interim pedestrian pathway, using decorative paving material, has been provided to address pedestrian access during periods of truck off-loading activity;
- along the Granville Avenue frontage shrub and groundcover plantings are proposed;
- a small water feature is proposed in conjunction with the lobby entrance to add variety and interest to the arrival and entry sequence;
- a secondary row of street tree plantings is proposed along Granville Avenue;
- an existing tree on the 7-11 site will be protected during construction;
- a significant landscape feature is the second floor podium, which is approximately 65% of the site area in size and includes the following program elements: large grassed area, raised concrete planters providing protection and privacy between individual units, wooden decks with seating, bamboo wall feature with live plantings, fire pit area, barbeque and outdoor dining area, small fenced dog run area, and children's play area; and
- the roof deck of the parking podium is stepped allowing for significant volumes of growing medium to support the proposed planting; especially the large number of proposed trees and it is anticipated that the soil volume in the podium deck level will absorb the majority of storm water.

Panel Discussion

Discussion followed and it was noted that the development will meet LEED Silver Equivalency, with consideration of on-site storm water retention, a low glass to wall ratio, shading from screens on the west facade, and glazing with an increased shade coefficient.

Development Permit Panel

Wednesday, February 27, 2013

Staff Comments

Mr. Craig stated that the vehicle access will come from the lane when it is fully functional, however, the existing driveway to Granville Avenue will remain to provide access to the parkade and the loading space. The on-street lay-by will be removed and reinstated when the rear lane along the south property line is constructed. 20% of the parking stalls are equipped with electric vehicle charging infrastructure in the parkade as part of the Transportation Demand Management package. He further noted that there are 56 units, within the project, that are designed to be basic universal housing units in keeping with the Zoning Bylaw requirements.

Panel Discussion

Discussion ensued and it was noted that during the rezoning process the applicant was unsuccessful in acquiring the neighbouring properties in order to expand the development site and connect the lane to the street. The applicant was required to provide development concepts for the neighbouring properties on both sides demonstrating the ability to fulfill the requirements of the area plan and the tower separation guidelines. It was further noted that in order to minimize turning conflicts with the bike lane, the truck lay-by on Granville Avenue is to be a temporary location. The small loading space accommodated on site is intended for smaller delivery vehicles.

Correspondence

None.

Gallery Comments

None.

Panel Discussion

The Panel was supportive of the project and particularly recognizing the design detail of the podium level.

Panel Decision

It was moved and seconded

That a Development Permit be issued which would permit the construction of 16-storey residential tower with a gross floor area of 10,163.2 m² (109,396 ft²) containing 126 residential units including seven (7) affordable housing units and 162 parking stalls at 8280 and 8300 Granville Avenue on a site zoned "High Rise Apartment (ZHR13) - St Albans (City Centre)".

CARRIED

Development Permit Panel
Wednesday, February 27, 2013

7. **New Business**

None.

8. **Date Of Next Meeting:** **Wednesday, March 13, 2013**

9. **Adjournment**

It was moved and seconded

That the meeting be adjourned at 5:12 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 27, 2013.

Joe Erceg
Chair

Heather Howey
Acting Committee Clerk



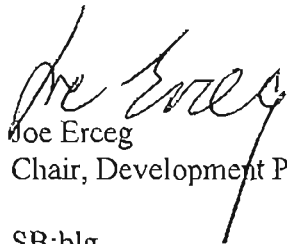
To: Richmond City Council
From: Joe Erceg
Chair, Development Permit Panel
Date: March 6, 2013
File: 0100-20-DPER1-01/2013-Vol 01
Re: **Development Permit Panel Meetings Held on February 27, 2013, February 13, 2013, February 29, 2012 and June 27, 2007**

Panel Recommendation

That the recommendations of the Panel to authorize the issuance of:

- i) a Development Permit (DP 12-617639) for the property at 5440 Hollybridge Way;
- ii) a Development Permit (DP 12-609958) for the property at 6251 Minoru Boulevard;
- iii) a Development Permit (DP 10-556907) for the property at 6311, 6331, 6351, 6371 No. 4 Road; and
- iv) a Development Permit (DP 07-362006) for the property at 6351, 6391, and 6491 Minoru Boulevard;

be endorsed, and the Permits so issued.



Joe Erceg
Chair, Development Permit Panel

SB:blg

Panel Report

The Development Permit Panel considered the following items at its meetings held on February 27, 2013, February 13, 2013, February 29, 2012 and June 27, 2007.

DP 12-617639 – HOLLYBRIDGE LIMITED PARTNERSHIP – 5440 HOLLYBRIDGE WAY
(February 27, 2013)

The Panel considered a Development Permit application to permit the construction of the first phase of a three-phase high-rise, mixed-use development on a site zoned Residential/Limited Commercial (RCL3), which phase incorporates 219 dwelling units and approximately 1,157.5 m² (12,459 ft²) of ground floor retail. No variances are included in the proposal.

Developer, Mr. David Jacobson, of Intracorp, Architect, Mr. Martin Bruckner, of IBI/HB Architects, and Landscape Architect, Ms. Jennifer Stamp, Durante Krueck Ltd., gave a brief presentation, including:

- The contemporary building and rich landscape combine to create a gateway into Richmond.
- The River Road commercial units are attractive and pedestrian-oriented with recessed entries, decorative frames, continuous weather protection, wood, stone, and masonry.
- Pearson Way transitions from River Road retail to townhouse units with private patios.
- The two (2) mid-rise roofs are treated as extensive green roofs and are not accessible to residents.
- The Gilbert Road boulevard design uses naturalistic plantings and materials in keeping with the nearby riparian waterfront, including a rain garden, pedestrian amenities, and Public Art.
- A mid-block service lane includes a pedestrian connection, accommodates future driveway access for future redevelopment of the Richmond Winter Club site, provides for casual surveillance and provides an attractive street-end view from Pearson Way.
- Public realm features along Pearson Way and River Road include permeable and decorative paving, bike parking, bike path, benches, pedestrian lighting, street trees, and a rain garden.
- The podium level includes connected indoor and outdoor amenity space, a dining terrace, lawn area, fire pit, community garden plots, and children's play space.
- Sustainable measures include a window to wall area ratio of less than 50%.

Discussion ensued and it was noted that:

- Service equipment will be located in the parking structure, the top roof will receive regular roof treatment and will be accessible only for maintenance purposes.
- The podium level outdoor space is accessible to all residents, but the extensive green roofs on the mid-rise portions of the building are accessible only for maintenance purposes.
- The at-grade parking is designated for commercial uses and residential visitors.

Staff supported the Development Permit application and advised that:

- The building has been designed to respond to aircraft and industrial noise.
- The proposal has been designed to hook into a future District Energy Utility should it exist.

- A comprehensive Transportation Demand Management Plan includes 53 stalls with electrical vehicle charging stations for 20% of the residential stalls and 10% of the commercial stalls.

No correspondence was submitted to the Panel regarding the application.

The Panel were supportive of the design and detail of the project.

The Panel recommends that the Permit be issued.

DP 12-609958 – POLYGON CARRERA HOMES LTD. – 6251 MINORU BOULEVARD
(February 13, 2013)

The Panel considered a Development Permit application to permit the construction of five (5) high rise residential towers with a combined total of approximately 631 dwelling units including two (2) towers with 296 senior's affordable housing units to be owned by the Richmond Kiwanis Senior Citizens Housing Society on a site zoned High Rise Apartment (ZHR11) Brighthouse Village (City Centre). No variances are included in the proposal.

Architect, Mr. Robert Ciccozzi, of Robert Ciccozzi Architecture Inc., and Landscape Architect, Mr. Bruce Hemstock, of PWL Partnership Landscape Architects Inc., provided a brief presentation of the Kiwanis proposal, including:

- There are 148 units including one caretaker suite in each of the two (2) identical towers.
- The materials used are mainly glass with distinctive blue spandrel panels linked with the Kiwanis blue and gold logo.
- There is a one-storey podium linking the two (2) towers with parking at the rear and amenity areas at the front, and a large landscaped podium on the roof, including fire pit, open landscaped, and smaller seating areas.
- 89% of the units will meet the Zoning Bylaw's Universal Housing Design Standards.
- The Minoru Boulevard streetscape includes landscaping, seating, and Public Art.
- Carrera and Kiwanis are connected by plazas across the north-south road including trees, planters, and benches.

Architect, Mr. Paul Goodwin, of GBL Architects, and developer, Mr. Chris Ho, Vice-President, Development - Polygon, gave a brief presentation of the Polygon Carrera development proposal, including:

- The project is comprised of three (3) buildings: (i) an L-shaped building consisting of 11 storeys is Phase I; and (ii) two (2) tower components, each 15 storeys, making Phases II and III.
- The parking structure is surrounded by townhouse units, with two (2) small portions exposed where plant screenings, a small water feature and a sculptured staircase are planned.
- There are pedestrian routes through the project connecting the buildings, podium, and park.
- On the podium level, there is open green space with children's play area, amenity building, and water feature.
- The materials used in the project are glass, lighter color metal panels, brick, and stone.

In response to Panel queries, Mr. Ciccozzi and Mr. Ho gave the following additional information:

- The new dedicated road running east and west replaces the old public walkway from Minoru Park to Minoru Boulevard and is intended to provide pedestrian/bike access to the park and provision for emergency vehicles, but will be a dead-end road for regular vehicular traffic in the short term.
- The walkway along the west of the property will continue to the Minoru Community Precinct.
- The Carrera amenity building will be constructed during Phase I, but occupied in Phase II.
- Market studies indicated that there has not been a demand for community gardens and therefore, Carrera has not provided for community gardens in their development.
- The architectural design between the two (2) projects was meant to be distinct without diminishing the quality of either development.
- The two (2) levels of amenity space for the Kiwanis project along Minoru Boulevard, include an arts and crafts room, a games room, and upper level exterior open space.

Staff supported the Development Permit application and advised:

- Through the rezoning process, there were no requirements to improve Minoru Park, but that significant Development Cost Charges were applicable. City staff and Polygon are in discussion to see if Polygon can direct some of their Park DCCs towards Minoru Park improvements.
- The Transportation Demand Management package is primarily focused on the market side of the development including provisions for a future bus shelter and 20 electric vehicle ready parking spaces, and charging equipment in the bicycle storage area.
- The new east/west road will provide permanent access to the park as well as temporary access during the construction phase. The applicant has worked with the Vancouver Coastal Health Authority to relocate the access to the property to the north from Minoru Boulevard to the new road, requiring a signalized intersection at Minoru Boulevard.

Correspondence was received from area residents, Yu Cui L and Zhao Yong, who were opposed to the development based on obstruction to the park.

Richmond resident, Mr. Peter Mitchell, addressed the Panel, advising that he supports the project, but raised concerns with the massing of the project obstructing views and closing off public access from the park to public transit on No. 3 Road.

The Panel supported the project and the numerous sustainable features proposed. The Panel directed staff to work with the applicant and Parks Department staff to bring forward a more complete concept plan with respect to the proposed pedestrian walkway connections with the existing and any future walkways in Minoru Park, and to have further discussions with Polygon to incorporate community gardens in their design before proceeding to Council.

Subsequent to the Panel meeting, Polygon revised the outdoor amenity design of the market development to include community garden plots. In addition, a new reference plan was provided, showing trail connections from the site to Minoru Park and to future development to the south at 6391 Minoru Boulevard. At the southwest corner of the site, the proposed trail will connect to existing Minoru Park trails and also to the future development at 6391 Minoru Boulevard. The neighbouring development to the south will continue the trail that runs parallel to Minoru Park southward as part of Phase II of that development. They will also provide a permanent trail (greenway) connecting Minoru Boulevard and Minoru Park.

Polygon has also committed to provide interim pedestrian access from Minoru Boulevard to Minoru Park along the new east-west road during construction once the soil stabilization process has concluded.

The Panel recommends that the Permit be issued.

DP 10-556907 – KENNETH E. KING ARCHITECTURE & PLANNING
– 6311, 6331, 6351, 6371 NO. 4 ROAD
(February 29, 2012)

The Panel considered a Development Permit application to permit the construction of 26 2½- storey townhouse units on a site zoned Low Density Townhouses (RTL4). Variances are included in the proposal for increased lot coverage; reduced north side yard setback for a screened recycling/garbage enclosure; and tandem parking for seven (7) units.

Architect, Mr. Kenneth King, of Kenneth E. King Architecture & Planning, and Landscape Architect, Ms. Meredith Mitchell, of DMG Landscape Architects, provided a brief presentation of the proposal, including:

- Surrounding developments, open space, and road patterns have all influenced the site planning for the proposed project, with respect to siting, orientation, massing, and architectural design.
- A large existing Sequoia Tree is being retained on the site.
- The buildings have been designed in a traditional “heritage style” with facades that feature gabled porches, verandas, hip and gabled roofs, and bracket features.
- Access for vehicles is from the lane, and directly into the units’ double garages.
- The lower level is finished in Hardi-plank and stone columns, with some vinyl siding above.
- The colour scheme includes a green tone on doors, and either a blue or brown colour scheme.
- One (1) unit per block of townhouses includes convertible features.
- There is an Agriculture Lane Reserve (ALR) buffer on the No. 4 Road frontage, and plants have been chosen to provide screening and buffering for agricultural operations to the east.
- The front outdoor amenity areas have been integrated with the pedestrian walkway, designed to be slightly screened from No. 4 Road, and include an active area and a passive space.
- The existing Sequoia Tree on No. 4 Road is lower than the sidewalk, and a tree well is needed.
- The units’ patio areas will be elevated and feature retaining walls.

In response to a Panel query, Mr. King advised that there is an emergency access from No. 4 Road.

A brief discussion ensued, during which the following advice was provided:

- The landscape scheme was presented to the City's Agriculture Advisory Committee, and suggestions such as a mix of coniferous and deciduous trees, a permanent hedge, a lawn area, native grasses, and to avoid fruit bearing species, were included in the landscape plan.
- To mitigate noise from busy No. 4 Road, the sidewalk goes directly up to the property line and there is a picket fence with plant materials located in front of it, as well as behind it.
- Residents can access their townhouse through a main entry door and the garage.
- Attention was paid to the private space for each of the rear units, with attractive entry features.

Staff supported the Development Permit application and advised that:

- Requested variances include a slight increase in the lot coverage and a reduced north side yard for an architecturally treated recycling/garbage enclosure screened with an ornamental fence.
- The Sequoia tree is a good specimen, and staff is happy with the applicant's retention efforts.

No correspondence was submitted to the Panel regarding the application.

The Panel commended the architect on the design.

The Panel recommends that the Permit be issued.

DP 07-362006 – W. T. LEUNG ARCHITECTS INC. – 6531, 6391 AND
6491 MINORU BOULEVARD
(June 27, 2007)

The Panel considered a Development Permit application to permit the construction of a 224-unit residential development with two (2) 16-storey high rise buildings and a common three-storey parking structure on a site zoned High Rise Apartment (ZHR4). The percentage of small car parking spaces previously identified as a variance when the Panel considered the application is now permitted under the current Zoning Bylaw 8500.

Architect, Mr. W. T. Leung, and Landscape Architect, Ms. Jane Durante, provided brief descriptions of the project, including:

- Defined this as Phase I of a larger multi-phase 448-unit residential development with four (4) high rise towers on the 4.5-acre site.
- A new pedestrian greenway connection to Minoru Park will be provided.
- The parking structure will be wrapped on three (3) sides with townhouses and amenity rooms.
- The top floors are stepped to create a sculpted effect, more varied skyline and roofscape.
- A proposed green walkway connects Minoru Boulevard to Minoru Park separated from traffic.
- The defining edge between the proposed development and the existing senior's housing development to the north will be densely planted, as coordinated with the neighbours.
- The future Phase II plaza will provide a greenway to the buildings and into the park.

- The shared roof terrace at the third level will provide a series of “outdoor rooms” and planting at the north edge is intended to cascade down towards the lower planting.
- The open area at the intersection of Minoru Boulevard and the new east-west road provides a Public Art opportunity to create an entry to the park greenway
- Coordinated unique streetlight standards and street furniture will be used on site.

Staff advised that:

- There were 128 existing residential rental units on site. Phase I will provide 132 replacement rental units, including 22 senior’s affordable units.
- The rezoning requires a non-profit partner to assist in the management of the seniors affordable housing units. Discussions on the non-profit partner are ongoing. The attached memo from Wayne Craig, Director of Development and Dena Kae Beno, Affordable Housing Coordinator (**Attachment 1**) provides an update on the selection process the developer and City staff will utilize to select an appropriate non-profit partner.
- Phase I is required to be completed prior to demolition of the two (2) low rise apartment buildings to the west, and that current renters will have time to move into the new development, if they so choose.
- Council approved the rental and affordable housing provisions through the rezoning process and a separate bylaw that describes the affordable housing component.

Public correspondence was received regarding the Development Permit application.

Mr. Frank Toffin addressed the Panel with concerns regarding the impact of the towers to his view, the percentage of small car parking spaces, and the public use of the new greenway.

Ms. Theresa Harding addressed the Panel on behalf of property owners living at 6551 and 6451 Minoru Boulevard to the south, and asked if (i) a construction traffic management plan had been prepared, and (ii) if a construction noise mitigation plan been prepared.

Staff advised that the rezoning requires the applicant to submit both a construction traffic management plan and a construction management plan.

Mr. Kramer addressed the Panel with security concerns from pedestrian access to the park.

In response to the concern, Mr. Leung stated that lamp standards in the walkway and throughout the plaza would enhance the sense of security. In addition, the townhouses provided passive casual surveillance. More residents in an area naturally deter acts of uncivil behaviour.

In response to queries Mr. Leung advised that:

- The Advisory Design Panel reviewed the proposal and did not identify security concerns.
- The unique light standards will identify the development and the entry into Minoru Park.
- A new traffic light is proposed at the intersection of Minoru Boulevard.
- The intention is for current renters in the low-rise buildings who wish to relocate into one of the new rental units will have the first priority; Richmond residents will have second priority.

- Phase I is independent from Phase II and Phase III. It could be a 2 or 3 phase project, but the park access would be constructed in Phase II.
- 35 units in Phase I are easily convertible for wheelchair accessibility, with appropriate bathroom layouts, ample areas for wheelchair turning radii and wider doorways.
- All units incorporate aging-in-place features and can be easily fitted to respond to senior's needs (i.e. installation of grab bars and other fixtures).
- There are no plans to incorporate separate garden plots in the amenity area, but it would be possible to accommodate such a request if desired by future residents.

In response to a query, staff advised that the east-west pathway is an important link, and the existing pathway along the north edge will be abandoned. Crime Prevention Through Environmental Design principles have been incorporated for a safer connection to the park that will be provided as part of the Phase II Development Permit.

The Panel recommends that the Permit be issued.



City of Richmond

Memorandum Planning and Development Department Development Applications

To: Joe Erceg
General Manager Planning & Development

Date: March 6, 2013

From: Wayne Craig
Director of Development

File: DP 07-362006

Dena Kae Beno
Affordable Housing Coordinator

Re: **Development Permit Consideration by Council**

Project Description

The proposed Development Permit is for two (2) 16-storey high-rise buildings over a common parking structure consisting of approximately 224 dwelling units and 253 parking spaces as Phase I of a multi-phase development at 6351, 6391 and 6491 Minoru Boulevard. The ultimate development will include four (4) hi-rise residential towers with approximately 448 dwelling units along with a new roads and a greenway connection through the site to Minoru Park. The Phase I site was previously occupied by a three-storey rental apartment building that was destroyed by a fire.

The Phase II portion of the development site is currently occupied by two existing rental buildings. These rental buildings will remain on the site until after the Phase I development is complete and ready for occupancy so that existing rental tenants are provided with an opportunity to relocate into the new rental units. A separate Development Permit will be required for the Phase II development.

Rezoning Application Background

The rezoning application (RZ 04-286496) associated with this Development Permit received third reading at the September 6, 2006 Public Hearing. The rezoning was adopted by Council on September 8, 2008.

Through the rezoning application the developer was required to:

- Enter into a Housing Agreement with the City to secure the 110 market rental housing units and 22 affordable seniors housing units for a period of 10 years from occupancy of the proposed development. These rental units were secured prior to the adoption of the City's Affordable Housing Strategy;
- Register an aircraft noise sensitive use covenant for residential uses;
- Provide a \$1,888,510.00 cash contribution to the City to be used towards the City's Transit Oriented Development initiatives. This cash contribution included \$284,377.00 to be used towards the provision of public art.

- Subdivide the site into two parcels in addition to providing various statutory right-of-ways and road dedications to facilitate the City's intended road network and pedestrian circulation routes to/from Minoru Boulevard and Minoru Park. The existing rental buildings on the site are retained on the Phase II development site; and
- Enter into Servicing Agreements with the City for the construction of the site servicing and road improvements associated with the Phase I and Phase II development.

All of the above rezoning requirements have been fulfilled.

Subsequent to Council's adoption of the rezoning bylaw the applicant elected to postpone Council's consideration of the Development Permit due to a perceived softening of the residential sales market and to enable the applicant's consultant team to refine the site servicing designs.

Affordable Housing Non-Profit Partner

The applicant will be cooperatively working with the City's Affordable Housing Coordinator prior to issuance of a Building Permit for the Phase I development to ensure a non-profit housing partner is secured to assist in the administration and operation of the 22 affordable seniors housing units.

The Affordable Housing Strategy recognizes the importance of building effective partnerships with key community and development stakeholders to identify opportunities for expanding access to affordable housing within the City.

The developer is to own the affordable housing units and is responsible for working with an eligible non-profit society to manage the units for a period of 10 years.

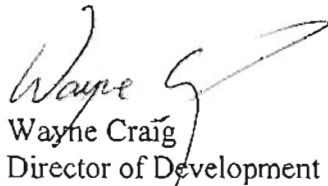
City staff shall work with the developer to generate a call for proposals and select a qualified non-profit affordable housing provider to manage and operate the affordable housing units. The City and developer would both be involved in the selection process. The City and developer will develop and apply an evaluation criteria to review the received proposals, which would include but is not limited to the following requirements:

- Respondents must be non-profit organizations, registered under the *Society Act* of British Columbia.
- The selected society shall have strong abilities and experience with affordable housing property, resident and occupancy management as well as forecasting and operating budgeting.
- The Selected Society shall also have strong partnership abilities as demonstrated in its previous and current partnerships with consultants, developers, development teams, financial partners, professional property managers and staff.
- The Selected Society shall also have proven capacity and experience in operating non-market affordable housing for a tenant population that meets the pre-defined income and eligibility requirements.

Submissions will be evaluated at the discretion of the City of Richmond and the developer according to the established evaluation criteria. The City and the developer reserve the right to

not accept any proposal and are not bound to enter into an agreement with any respondent, which doesn't fully meet the development's requirements and objectives as outlined in the call for proposals.

In addition to the selection process, the City will work with the developer and selected non-profit affordable housing provider to develop and enter into an operator's agreement that will outline the affordable housing management terms and business terms pertaining to the project. Timing of the selection process and agreements shall coincide with the developer's construction and commissioning phase requirements to ensure that a suitable non-profit manager is confirmed and property management commences at time of occupancy.


Wayne Craig
Director of Development

WC:wc


Dena Kae Beno
Affordable Housing Coordinator