

Agenda

City Council Electronic Meeting

Council Chambers, City Hall 6911 No. 3 Road March 14, 2022 7:00 p.m.

Pg. # ITEM

CNCL-21

MINUTES

- 1. Motion to:
- CNCL-11 (1) adopt the minutes of the Regular Council meeting held on February 28, 2022; and
 - (2) receive for information the Metro Vancouver 'Board in Brief' dated February 25, 2022.

AGENDA ADDITIONS & DELETIONS

PRESENTATION

Magnus Sinclair, Coordinator, Parks Programs – to present the Street Banner Unveiling Ceremony

Pg. # ITEM

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.

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.

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

CONSENT AGENDA HIGHLIGHTS

- Receipt of Committee minutes
- 2022 Feral Rabbit Update
- Richmond Public Art Program 2021 Annual Highlights and Public Art Advisory Committee 2022 Work Plan
- 2022 Engaging Artists in Community Program Public Art Projects
- Naming of the Community Centre in the Yuanheng Development 3311 No. 3 Road
- Investing In Canada Infrastructure Program Green Infrastructure Environmental Quality Stream Grant Application

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			 Award of Contract 7074P to Radical I/O Technology Inc. for MyRichmond Mobile App Development
			 Authorization for Increase - Award Of Contract 6722P: Supply and Delivery of Computer Equipment and Related Services
			 Referral Response – Investment Policy and Portfolio Review
			 Land use applications for first reading (to be further considered at the Public Hearing on April 19, 2022):
			 Application by the City of Richmond for a Temporary Commercial Use Permit at 8620 and 8660 Beckwith Road
			 Richmond Heritage Commission 2021 Annual Report and 2022 Work Program and Budget Allocation
		5.	Motion to adopt Items No. 6 through No. 16 by general consent.
Consent Agenda Item		6.	COMMITTEE MINUTES
			That the minutes of:
			(1) the Parks, Recreation and Cultural Services Committee meeting held on March 1, 2022; (distributed seperately)
	CNCL-32		(2) the General Purposes Committee meeting held on March 7, 2022;
	CNCL-35		(3) the Finance Committee meeting held on March 7, 2022; and
			(4) <i>the Planning Committee meeting held on March 8, 2022;</i> (<i>distributed seperately</i>)
			be received for information.
Consent Agenda Item		7.	2022 FERAL RABBIT UPDATE (File Ref. No. 06-2345-01) (REDMS No. 6831199)
	CNCL-38		See Page CNCL-38 for full report
			PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE RECOMMENDATION
			That the proposed feral rabbit management strategy for 2022, as described in the staff report "2022 Feral Rabbit Update", dated February 2, 2022, from the Director, Parks Services, be approved.
			jioni ne Direcioi, 1 arks services, ve approvea.

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Consent Agenda Item

CNCL-45

8. RICHMOND PUBLIC ART PROGRAM 2021 ANNUAL HIGHLIGHTS AND PUBLIC ART ADVISORY COMMITTEE 2022 WORK PLAN (File Ref. No. 11-7000-09-01) (REDMS No. 6836762)

See Page CNCL-45 for full report

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE RECOMMENDATION

That the Richmond Public Art Advisory Committee 2022 Work Plan, as presented in the staff report titled "Richmond Public Art Program 2021 Annual Highlights and Public Art Advisory Committee 2022 Work Plan", dated February 7, 2022, from the Director, Arts, Culture and Heritage Services, be approved.

Consent Agenda Item

9. 2022 ENGAGING ARTISTS IN COMMUNITY PROGRAM PUBLIC ART PROJECTS

(File Ref. No. 11-7000-09-20-089) (REDMS No. 6825532)

CNCL-54

See Page CNCL-54 for full report

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE RECOMMENDATION

That the three artist proposals included in Attachment 1 for the community public art projects in partnership with Richmond Fitness and Wellness Association, Turning Point Recovery Society and Urban Bounty as presented in the staff report titled "2022 Engaging Artists in Community Program Public Art Projects," dated February 1, 2022, from the Director, Arts, Culture and Heritage Services, be endorsed.

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Consent Agenda Item

10. NAMING OF THE COMMUNITY CENTRE IN THE YUANHENG DEVELOPMENT – 3311 NO. 3 ROAD

(File Ref. No. 11-7000-01) (REDMS No. 6835468)

CNCL-83

See Page CNCL-83 for full report

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE RECOMMENDATION

That the City's community centre planned as part of the YuanHeng Development be named Capstan Community Centre, as presented in the staff report titled "Naming of the Community Centre in the YuanHeng Development – 3311 No. 3 Road", dated January 31, 2022, from the Director, Recreation and Sport Services.

Consent Agenda Item

11. INVESTING IN CANADA INFRASTRUCTURE PROGRAM GREEN INFRASTRUCTURE ENVIRONMENTAL QUALITY STREAM GRANT APPLICATION

(File Ref. No. 06-2345-20-MINO1) (REDMS No 6833451)

CNCL-90

See Page CNCL-90 for full report

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE RECOMMENDATION

- (1) That the City's grant application to the Investing in Canada Infrastructure Program Green Infrastructure Environmental Quality Stream be endorsed;
- (2) That a capital submission of \$820,000 for drainage infrastructure and capacity enhancement components in Minoru Park be approved from the Drainage Improvement Reserve;
- (3) Should the application be successful, that the Chief Administrative Officer and the Deputy CAO/General Manager, Community Services be authorized on behalf of the City to enter into an agreement with the Province of British Columbia for the above mentioned project; and
- (4) That the Consolidated 5 Year Financial Plan (2022-2026) be amended accordingly.

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Consent Agenda Item		12.	AWARD OF CONTRACT 7074P TO RADICAL I/O TECHNOLOGY INC. FOR MYRICHMOND MOBILE APP DEVELOPMENT (File Ref. No.) (REDMS No. 6826250)
	CNCL-136	5	See Page CNCL-136 for full report
			GENERAL PURPOSES COMMITTEE RECOMMENDATION
			(1) That contract 7074P – MyRichmond Mobile Application Project estimated at \$570,000.00, exclusive of taxes, be awarded to Radical I/O Technology Inc. for mobile application development as part of the City's Digital Strategy implementation; and
			(2) That the Chief Administrative Officer and the Acting General Manager, Finance and Corporate Services, be authorized to execute the contract with Radical I/O Technology Inc.
Consent Agenda Item		13.	AUTHORIZATION FOR INCREASE - AWARD OF CONTRACT 6722P: SUPPLY AND DELIVERY OF COMPUTER EQUIPMENT AND RELATED SERVICES (File Ref. No. 04-1300-01) (REDMS No. 6836757)
	CNCL-223	3	See Page CNCL-223 for full report
			GENERAL PURPOSES COMMITTEE RECOMMENDATION
			(1) That contract 6722P – Supply and Delivery of Computer Equipment and Related Services approved by Council to Compugen, Inc. on November 23, 2020, for a three-year term, with the option to extend for one additional two-year term for the value of \$845,910 for that initial three-year term, exclusive of taxes be increased by \$646,778 as explained in the staff report from the Director, Information Technology; and
			(2) That the Chief Administrative Officer and the General Manager, Finance and Corporate Services be authorized to execute the contract with Compugen, Inc.

	Pg. # IT	EM	
Consent Agenda Item		14.	REFERRALRESPONSE–INVESTMENTPOLICYANDPORTFOLIOREVIEW(File Ref. No. 03-0900-01) (REDMS No. 6840097)
	CNCL-230		See Page CNCL-230 for full report
			FINANCE COMMITTEE RECOMMENDATION
			(1) That the staff report titled "Referral Response – Investment Policy and Portfolio Review", dated February 9, 2022, from the Acting Director, Finance, be received for information; and
			(2) That staff be directed to conduct the required review and assessment in order to facilitate Council in considering the MFA Long-Term Diversified Multi-Asset Class Fund.
Consent Agenda Item		15.	APPLICATION BY THE CITY OF RICHMOND FOR A TEMPORARY COMMERCIAL USE PERMIT AT 8620 AND 8660 BECKWITH ROAD (File Ref. No. TU 22-005410) (REDMS No. 6837489)
	CNCL-243		See Page CNCL-243 for full report
			PLANNING COMMITTEE RECOMMENDATION
			(1) That the application by the City of Richmond for an extension to Temporary Commercial Use Permit TU 18-841880 for the properties at 8620 and 8660 Beckwith Road to permit a "Parking, non- accessory" use be considered for three years from the date of issuance; and
			(2) That this application be forwarded to the April 19, 2022 Public Hearing at 7:00 p.m. in the Council Chambers of Richmond City Hall.
Consent Agenda Item		16.	RICHMOND HERITAGE COMMISSION 2021 ANNUAL REPORT & 2022 WORK PROGRAM AND BUDGET ALLOCATION (File Ref. No. 01-0100-30-HCOM1-01) (REDMS No. 6836286)
	CNCL-256		See Page CNCL-256 for full report

Pg. # ITEM

PLANNING COMMITTEE RECOMMENDATION

- (1) That the Richmond Heritage Commission 2021 Annual Report, as presented in the staff report titled "Richmond Heritage Commission 2021 Annual Report & 2022 Work Program and Budget Allocation", dated February 4, 2022, from the Director, Policy Planning, be received for information;
- (2) That the Richmond Heritage Commission 2022 Work Program, as presented in the staff report titled "Richmond Heritage Commission 2021 Annual Report & 2022 Work Program and Budget Allocation", dated February 4, 2022, from the Director, Policy Planning, be approved; and
- (3) That the Richmond Heritage Commission 2022 Budget Allocation, as presented in the staff report titled "Richmond Heritage Commission 2021 Annual Report & 2022 Work Program and Budget Allocation", dated February 4, 2022, from the Director, Policy Planning, be approved.

CONSIDERATION OF MATTERS REMOVED FROM THE CONSENT AGENDA

NON-CONSENT AGENDA ITEMS

PLANNING COMMITTEE Councillor Bill McNulty, Chair

17. APPLICATION BY ART HOMES LTD. FOR REZONING AT 4400, 4420, AND 4440 SMITH CRESCENT FROM THE "SINGLE DETACHED (RS1/F)" ZONE TO THE "HIGH DENSITY TOWNHOUSES (RTH1)" ZONE

(File Ref. No. RZ 18-802860; 12-8060-20-009877) (REDMS No. 6817810)

CNCL-263

See Page CNCL-263 for full report

Pg. # ITEM

PLANNING COMMITTEE RECOMMENDATION

Opposed: Cllr. Day

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9877, for the rezoning of 4400, 4420, and 4440 Smith Crescent from the "Single Detached (RS1/F)" zone to the "High Density Townhouses (RTH1)" zone, be introduced and given first reading.

18. APPLICATION BY TERRA SPIRES DEVELOPMENT LP FOR REZONING AT 8740, 8760, 8780 AND 8800 SPIRES ROAD, AND THE SURPLUS PORTION OF THE SPIRES ROAD ROAD ALLOWANCE FROM SINGLE DETACHED (RS1/E) TO PARKING STRUCTURE TOWNHOMES (RTP4)

(File Ref. No. RZ 19-870807; 12-8060-20-010357) (REDMS No. 6790846)

CNCL-307

See Page CNCL-307 for full report

PLANNING COMMITTEE RECOMMENDATION

Opposed: Cllrs. Day and Steves

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10357, for the rezoning of 8740, 8760, 8780 and 8800 Spires Road, and the surplus portion of the Spires Road road allowance from "Single Detached (RS1/E)" to "Parking Structure Townhomes (RTP4)", be introduced and given first reading.

PUBLIC ANNOUNCEMENTS AND EVENTS

NEW BUSINESS

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	BYLAWS FOR ADOPTION
CNCL-371	Waterworks and Water Rates Bylaw No. 563, Amendment Bylaw No. 10330 Opposed at 1 st /2 nd /3 rd Readings – None.
CNCL-380	Drainage, Dyke, Sanitary Sewer System Bylaw No. 7551, Amendment Bylaw No. 10331 Opposed at 1 st /2 nd /3 rd Readings – None.
	opposed at 172 75 Readings – None.
CNCL-384	Consolidate Fees Bylaw No. 8636, Amendment Bylaw No. 10333 Opposed at 1 st /2 nd /3 rd Readings – None.
CNCL-387	Consolidate Fees Bylaw No. 8636, Amendment Bylaw No. 10353 Opposed at $1^{st}/2^{nd}/3^{rd}$ Readings – None.
CNCL-389	Richmond Zoning Bylaw No. 8500, Amendment <mark>Bylaw No. 10234</mark> (9931/9951 Parsons Road, RZ 20-905149) Opposed at 1 st Reading – None.
	Opposed at $2^{nd}/3^{rd}$ Readings – None.
	ADJOURNMENT



Regular Council

Monday, February 28, 2022

Place:		Council Chambers Richmond City Hall
Present:		Mayor Malcolm D. Brodie Councillor Chak Au Councillor Carol Day Councillor Andy Hobbs Councillor Alexa Loo Councillor Bill McNulty Councillor Linda McPhail Councillor Harold Steves (by teleconference) Councillor Michael Wolfe (by teleconference)
Call to Order:		Mayor Brodie called the meeting to order at 7:00 p.m.
RES NO.	ITEM	

MINUTES

- R22/4-1 1. It was moved and seconded *That:*
 - (1) the minutes of the Regular Council meeting held on February 14, 2022, be adopted as circulated;
 - (2) the minutes of the Special Council meeting held on February 22, 2022, be adopted as circulated;
 - (3) the minutes of the Regular Council meeting for Public Hearings held on February 22, 2022, be adopted as circulated.

CARRIED

CNCL - 11

1.

Minutes





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AGENDA ADDITIONS & DELETIONS

It was noted that That Ukrainian Flag will be added to the agenda as Item No. 14A.

It was noted that Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 9834 for adoption received opposition from Councillor Day for all readings.

COMMITTEE OF THE WHOLE

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

CONSENT AGENDA

R22/4-2 2. It was moved and seconded *That Items No. 6 through No. 14 be adopted by general consent.*

CARRIED

3. COMMITTEE MINUTES

That the minutes of:

- (1) the Community Safety Committee meeting held on February 15, 2022;
- (2) the General Purposes Committee meeting held on February 22, 2022;
- (3) the Public Works and Transportation Committee meeting held on February 23, 2022; and
- (4) the Planning Committee meeting held on February 23, 2022

be received for information.

ADOPTED ON CONSENT



Regular Council February 28, 2022

4. 2022 UBCM POVERTY REDUCTION PLANNING AND ACTION PROGRAM GRANT SUBMISSION

(File Ref. No. 03-1087-01; 08-4055-08) (REDMS No. 6814818)

- (1) That staff be authorized to submit an application to the UBCM Poverty Reduction Planning and Action Program as described in the report titled "2022 UBCM Poverty Reduction Planning and Action Program Grant Submission," dated February 1, 2022, from the Director, Community Social Development; and
- (2) That should the funding application be successful, that the Chief Administrative Officer and the General Manager, Planning and Development be authorized on behalf of the City to enter into an agreement with UBCM for the above mentioned project and that the Consolidated 5 Year Financial Plan (2022–2026) be amended accordingly.

ADOPTED ON CONSENT

5. COMMUNITY POVERTY REDUCTION AND PREVENTION TABLE - DRAFT TERMS OF REFERENCE (The Decide of 1997 O

(File Ref. No. 03-1087-01; 08-4055-08) (REDMS No. 6799850; 6818419)

That the Terms of Reference for the Community Poverty Reduction and Prevention Table as outlined in the report titled "Community Poverty Reduction and Prevention Table – Draft Terms of Reference," dated January 17, 2022 from the Director, Community Social Development, be endorsed.

ADOPTED ON CONSENT

6. HOUSEKEEPING AMENDMENTS TO DRAINAGE, DIKE AND SANITARY SEWER SYSTEM BYLAW NO. 7551 (File Ref. No. 12-8060-20-010331) (REDMS No. 6831343; 6780386; 6831879)

That each of the following bylaws be introduced and given first, second, and third readings:

- (1) Drainage, Dike and Sanitary Sewer System Bylaw No. 7551, Amendment Bylaw No.10331; and
- (2) Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 10353.

ADOPTED ON CONSENT



Regular Council February 28, 2022

7. HOUSEKEEPING AMENDMENTS TO WATERWORKS AND WATER RATES BYLAW NO. 5637

(File Ref. No. 10-6060-01; 12-8060-20-010330/10333) (REDMS No. 6782655; 6782955; 6790982)

That each of the following bylaws be introduced and given first, second, and third readings:

- (1) Waterworks and Water Rates Bylaw No. 5637, Amendment Bylaw No. 10330; and
- (2) Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 10333.

ADOPTED ON CONSENT

8. PROPOSED AMENDMENTS TO ZONING BYLAW 8500 - SECTION 7 PARKING AND LOADING

(File Ref. No. 08-4430-00;12-8060-20-010077) (REDMS No. 5081600; 6327119)

That Zoning Bylaw No. 8500, Amendment Bylaw No. 10077, to increase the implementation of transportation demand management measures and reduce the requirement for large size loading bays on residential sites, be introduced and given first reading.

ADOPTED ON CONSENT

9. APPLICATION BY 0853803 BC LTD. AND 1121648 BC LTD. FOR REZONING AT 6571 AND 6591 NO. 1 ROAD FROM THE "SINGLE DETACHED (RS1/F)" ZONE TO THE "LOW DENSITY TOWNHOUSES (RTL4)" ZONE

(File Ref. No. RZ 16-731275 12-8060-20-010288) (REDMS No. 6675660; 6822782)

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10288, for the rezoning of 6571 and 6591 No. 1 Road from the "Single Detached (RS1/F)" zone to the "Low Density Townhouses (RTL4)" zone, be introduced and given first reading.

ADOPTED ON CONSENT



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10. ESTABLISHMENT OF UNDERLYING ZONING FOR PROPERTIES DEVELOPED UNDER LAND USE CONTRACTS 004, 005, 024, 026, 028, 029, 045, 047, 056, 070, 075, 087, 092, 122, 126, AND 128 IN THE BLUNDELL, SEAFAIR, AND STEVESTON AREAS AND IN THE NORTH PORTION OF CITY CENTRE

(File Ref. No. 08-4430-03-09; 12-8060-20 010314/10315/10316/10317/10318/10319/10320/10321/10322/10323/10324/10325/10326/10351/1035 2/9629/9891) (REDMS No. 6781543; 6827083, 6827235, 6779204, 6783992, 6783063, 6787422, 6794909, 6800662, 6801025, 6802879, 6815647, 6815650, 6820250, 6850919, 6825088, 6825329, 6825331,6820919)

- (1) That Richmond Zoning Bylaw 8500, Amendment Bylaw 10314, to establish underlying zoning for the property developed under Land Use Contract 004, be introduced and given first reading;
- (2) That Richmond Zoning Bylaw 8500, Amendment Bylaw 10315, to establish underlying zoning for the property developed under Land Use Contract 005, be introduced and given first reading;
- (3) That Richmond Zoning Bylaw 8500, Amendment Bylaw 10316, to establish underlying zoning for the property developed under Land Use Contract 024, be introduced and given first reading;
- (4) That Richmond Zoning Bylaw 8500, Amendment Bylaw 10317, to establish underlying zoning for the property developed under Land Use Contract 026, be introduced and given first reading;
- (5) That Richmond Zoning Bylaw 8500, Amendment Bylaw 10318, to establish underlying zoning for the property developed under Land Use Contract 028, be introduced and given first reading;
- (6) That Richmond Zoning Bylaw 8500, Amendment Bylaw 10319, to establish underlying zoning for the property developed under Land Use Contract 029, be introduced and given first reading;
- (7) That Richmond Zoning Bylaw 8500, Amendment Bylaw 10320, to establish underlying zoning for the property developed under Land Use Contract 045, be introduced and given first reading;
- (8) That Richmond Zoning Bylaw 8500, Amendment Bylaw 10321, to establish underlying zoning for the property developed under Land Use Contracts 047 and 075, be introduced and given first reading;



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- (9) That Richmond Zoning Bylaw 8500, Amendment Bylaw 10322, to establish underlying zoning for the property developed under Land Use Contract 056, be introduced and given first reading;
- (10) That Richmond Zoning Bylaw 8500, Amendment Bylaw 10323, to establish underlying zoning for the property developed under Land Use Contract 070, be introduced and given first reading;
- (11) That Richmond Zoning Bylaw 8500, Amendment Bylaw 10324, to establish underlying zoning for the property developed under Land Use Contract 087, be introduced and given first reading;
- (12) That Richmond Zoning Bylaw 8500, Amendment Bylaw 10325, to establish underlying zoning for the property developed under Land Use Contract 092, be introduced and given first reading;
- (13) That Richmond Zoning Bylaw 8500, Amendment Bylaw 10326, to establish underlying zoning for the property developed under Land Use Contract 122, be introduced and given first reading;
- (14) That,
 - (a) Richmond Zoning Bylaw 8500, Amendment Bylaw 10351, to establish underlying zoning for properties developed under Land Use Contract 126 and to create the "Commercial (ZC51) Bridgeport Road and Sea Island Way (City Centre)" zone, be introduced and given first reading; and
 - (b) Upon adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10351, the Richmond Zoning Bylaw 8500, Amendment Bylaw 9629, which is at third reading, be understood to:
 - (i) rezone the subject properties (8320, 8340, 8360, 8440 Bridgeport Road and 8311, 8351 Sea Island Way) from "Auto-Oriented Commercial (CA)", "Land Use Contract 126" and "Commercial (ZC51) – Bridgeport Road and Sea Island Way (City Centre)", to the new "High Rise Commercial (ZC29) – Bridgeport Gateway" zone; and
 - (ii) discharge "Land Use Contract 126";
- (15) That,
 - (a) Richmond Zoning Bylaw 8500, Amendment Bylaw 10352, to



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establish underlying zoning for the property developed under Land Use Contract 128 and to create the "Neighbourhood Pub (ZC52) – Blundell Road (Blundell)" zone", be introduced and given first reading; and

- (b) Upon adoption of Amendment Bylaw 10352, the Richmond Zoning Bylaw 8500, Amendment Bylaw 9891, which is at third reading, be understood to:
 - (i) rezone the subject property (6031 Blundell Road) from "Land Use Contract 128" and "Neighbourhood Pub (ZC52) – Blundell Road (Blundell)", to the new "Community Commercial (CC)" zone; and
 - (ii) discharge "Land Use Contract 128".

14 OFFICIAL COMMUNITY PLAN TARGETED UPDATE – PROPOSED SCOPE AND PROCESS

(File Ref. No. 08-4045-0; 12-8060-20- 12-8060-20-007100/9000) (REDMS No. 6757895; 6828652; 6827033; 6829967; 6757895; 6831364)

That Council endorse the proposed scope and process to update the Official Community Plan as outlined in the staff report dated February 7, 2022 from the Director, Policy Planning titled, "Official Community Plan Targeted Update - Proposed Scope and Process".

ADOPTED ON CONSENT

NON-CONSENT AGENDA ITEM

14A. UKRANIAN FLAG

R22/4-3 It was moved and seconded Whereas Russia has invaded Ukraine, a sovereign nation with a democratically-elected government; and

> Whereas the City of Richmond wants to support the people of Ukraine as well as the residents of Ukrainian origin in Richmond and elsewhere;

Therefore be it resolved that:



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- (1) City Council authorizes the Ukrainian flag to be flown on the Richmond City Hall flag pole on No. 3 Road; and
- (2) A letter of support for Ukraine be forwarded to the Consul General of Ukraine in Vancouver.

The question on the motion was not called as discussion ensued regarding raising the Ukrainian flag on the No 3 Road side of City Hall where it can be given more prominence and that the Federal Government is matching any donations made to the Red Cross dollar to dollar up to 10 million dollars.

Further discussion ensued regarding the population of the Ukrainian Community in Richmond. Staff advised that they will provide a memo to Council with more information

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

PUBLIC ANNOUNCEMENTS

Mayor Brodie advised that:

The Architectural Services Contract for the Steveston Community Centre and Branch Library Replacement (8035P) will be awarded to HDR Architecture Associates Inc.

The Construction Manager Pre-Construction Services Contract for the Steveston Community Centre and Branch Library Replacement (8036P) will be awarded to Scott Construction Group.

Bronwyn Bailey was re-appointed to the Advisory Design Panel for a two-year term to expire on December 31, 2023.

Erzsebet Institorisz was reappointed to the Food Security and Agricultural Advisory Committee, as the representative from the Advisory Committee on the Environment, for a two-year term to expire on December 31, 2023.





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BYLAWS FOR ADOPTION

R22/4-6 It was moved and seconded *That the following bylaws be adopted:*

Tree Protection Bylaw No. 8057, Amendment Bylaw No. 10343

Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 10347

Municipal Ticket Information Authorization Bylaw No. 7321, Amendment Bylaw No. 10348

CARRIED

R22/4-4 It was moved and seconded

That the following bylaw be adopted:

Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 9834 (10760, 10780 Bridgeport Road and 3033, 3091, 3111 Shell Road, RZ 16-754158)

> CARRIED Opposed: Cllrs. Day Wolfe

DEVELOPMENT PERMIT PANEL

R22/4-5

- 15. It was moved and seconded
 - (1) That the minutes and the Chair's report for the Development Permit Panel meeting held on April 14, 2021, be received for information.
 - (2) That the recommendation of the Panel to authorize the issuance of a Development Permit (DP 18-828900) for the property located at 10760, 10780 Bridgeport Road and 3033, 3091, 3111 Shell Road, be endorsed and the Permit so issued.

CARRIED Opposed: Cllr. Day



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ADJOURNMENT

R22/4-6 It was moved and seconded *That the meeting adjourn (8:03 p.m.).*

CARRIED

Certified a true and correct copy of the Minutes of the Regular meeting of the Council of the City of Richmond held on Monday, February 28, 2022.

Mayor (Malcolm D. Brodie)

Corporate Officer (Claudia Jesson)



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For Metro Vancouver meetings on Friday, February 25, 2022

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: <u>media@metrovancouver.org.</u>

Metro Vancouver Regional District

E1.1 Board Meeting Start Time

Board Directors were surveyed as to their preferences for regular board meeting start times: keeping the status quo of 9:00 am or deviating from it. Of the 39 respondents, 11 preferred that board meetings continue to start at 9:00 am, 17 preferred a later start time, and 11 expressed no preference.

The Board received the report for information, recommended a 9:15 am start time for the remainder of 2022 Board and Standing Committee meetings, and requested that staff conduct comprehensive review of the *Metro Vancouver Regional District Procedure Bylaw* and report back with suggested changes.

E2.1 Development Variance Permit – 6 Strachan Point Road

The MVRD Board is the local planning and building inspection authority for approximately 500 properties in rural portions of Electoral Area A. In December 2021, the property owners at 6 Strachan Point Road, in the Howe Sound mainland community of Strachan Point, applied for a development variance permit in relation to an accessory building that is proposed to be constructed as part of a new single-family dwelling. The proposed variances would vary the *Electoral Area A Zoning Bylaw* to allow for a taller accessory building and a relaxation of the building setback. Feedback received from Strachan Point Estates Ltd. and from individual community residents support the application. As the property is located within 800 metres of a controlled access highway, the Ministry of Transportation and Infrastructure must approve the permit before issuance.

The Board authorized the issuance of a development variance permit in relation to an accessory building at 6 Strachan Point Road that varies *the Electoral Area A Zoning Bylaw* by increasing the maximum accessory building height and reducing the building setback, subject to approval by the Ministry of Transportation and Infrastructure.

E2.2 Barnston Island Dike Upgrades – Request to Province

At its February 4, 2022 meeting, the Electoral Area Committee considered a report regarding the need for upgrades to the dike on Barnston Island. Committee members expressed the urgent need for the dike infrastructure upgrades, given the recent weather events in the region and amended the recommendation.

The Board resolved to write a letter to the BC Minister of Public Safety requesting that the Province assess, fund, and coordinate upgrades to Barnston Island dike infrastructure as soon as possible given the increasing risks and impacts of climate change.

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E3.1 Metro 2050 Next Steps: Addressing Member Jurisdiction Comments and Climate RECEIVED Policy

At its January 28, 2022 meeting, the Board directed staff to delay readings of the *Metro 2050* bylaw by one month with an aim to resolving outstanding member jurisdiction concerns, and considering whether stronger climate action can be integrated into *Metro 2050* or concurrent policy work and consensus building on stronger climate action undertaken with an aim to amending *Metro 2050* post adoption.

The intent of the one-month delay is to allow time to meet with member jurisdictions with outstanding issues to see if any additional minor changes to *Metro 2050* are necessary to resolve those issues, as well as to provide additional information to the Regional Planning Committee and the MVRD Board on the climate policies included in *Metro 2050* and its relationship with *Climate 2050* and *Transport 2050*, while striving to keep to the Board approved timeline for *Metro 2050* adoption by July 2022.

The Board received the report for information.

E3.2 Regional Land Use Assessment – Scope of Work

The Regional Land Use Assessment builds on the work undertaken by the Industrial Lands Inventory and Regional Industrial Lands Strategy, by broadening the areas of focus to include all land uses across the region. Funded through the Sustainability Innovation Fund program, Metro Vancouver is retaining a consultant to complete the assessment over the course of 2022. The work will include: a comprehensive GIS inventory of lands across the region and their attributes; a standardization of general land use classifications; a determination of the current capacity of the available land supply and estimated land requirements for anticipated growth over the next 30 years based on Metro Vancouver's growth projections; and developing an associated methodology, which will inform and feed into subsequent work and multiple regional planning initiatives such as the Growth Management and Infrastructure Model, which is currently being developed.

The Board received the report for information.

E3.3 Regional Industrial Lands Strategy Implementation – Impacts of E-Commerce on RECEIVED Industrial Land and Transportation Systems – Scope of Work

The Regional Industrial Lands Strategy (RILS) was approved by the Metro Vancouver Board in July 2020, after over two years of research and engagement work. The strategy identified 10 priority actions and 34 recommendations. This report outlines the scope of work for the Impacts of E-Commerce on Industrial Land and Transportation Systems project, which is one of the recommended actions from RILS.

The project will study the impacts of e-commerce on industrial land and transportation systems in the Metro Vancouver region. The results of the study will further the understanding of the implications of the accelerated growth in e-commerce, accelerated in part by the COVID-19 pandemic, on industrial lands for the distribution of goods as well as associated transportation and employment impacts in the region.

The Board received the report for information.

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E3.4 Housing and Transportation Cost Burden Study Update – Scope of Work

RECEIVED

The *Housing and Transportation Cost Burden Study*, first completed in 2015, is being updated to reflect the latest available data and account for changes in the region's housing and transportation landscape. The update will investigate the impact of combined housing and transportation costs on households in Metro Vancouver and assess whether the 2015 findings that: renters and lower income families are most impacted by this cost burden and that living near transit makes it easier to absorb high housing costs, remain true. The work will be completed by mid-2023.

The Board received the report for information.

E3.5 Regional Hazard, Risk, and Vulnerability Data Inventory – Scope of Work RECEIVED

This report provides an overview of the planned study to develop a hazard, risk, and vulnerability data inventory for the Metro Vancouver region. The objective of this work is to prepare an inventory of currently available data and data gaps, along with best practices, as a first step in developing a shared understanding of hazard, risk, and vulnerability in the region. The study will serve as a baseline to inform future work pertaining to resilience, in alignment with the regional growth strategy. The project is expected to be completed by the end of 2022 and findings will be provided to the Regional Planning Committee and MVRD Board.

The Board received the report for information.

E4.1 2022 Regional District Sustainability Innovation Fund Applications

APPROVED

This report presents eight projects recommended for funding, totaling \$2,495,000 over three years, which will be funded through the Regional District Sustainability Innovation Fund. The projects cover a wide range of climate action areas including reducing transportation and building emissions, improving the air quality monitoring network, growing the region's net zero water technology sector, and encouraging alternative powered park operations and maintenance equipment. The Board approved the allocation from the Regional District Sustainability Innovation Fund for the following projects:

- Showcasing Innovation in Alternative Powered Park Operations and Maintenance Equipment to Reduce Emissions: \$35,000 in 2022
- Social and Community Data Model Phase 2: \$180,000 over two years starting in 2022
- Net Zero Water Technology Accelerator: \$175,000 over two years starting in 2022
- Integrating Greenhouse Gases Requirements into Air Emission Permits and Regulations: \$150,000 over two years starting in 2022
- Taking out the Trash: Transitioning to Zero-Carbon Heavy Duty Vehicles through Waste Collection Trucks: \$400,000 over three years starting in 2022
- Metro Vancouver Large Building Retrofit Accelerator: \$850,000 over three years starting in 2022
- Driving Down Emissions: Working with Key Partners to Develop a Regional Pathway to Accelerate Transportation Emission Reductions: \$455,000 over two years starting in 2022
- Smart Cities: Hyperlocal Air Quality Monitoring: \$250,000 over two years starting in 2022



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E4.2 Alignment between MoveUP Proposal and Metro Vancouver Climate 2050 Buildings APPROVED Roadmap

At its January 14, 2022 meeting, the Climate Action Committee received an invited presentation from the Canadian Office and Professional Employees Union, MoveUP.

Buildings are the second largest source of greenhouse gas (GHG) emissions in the region, contributing about 25 per cent of total GHGs. The MoveUP proposal seeks to establish a new provincial agency with a focus on retrofitting existing buildings and reducing GHG emissions. Responding to the Committee's direction to staff to analyze the alignment of the proposal with the *Climate 2050 Buildings Roadmap*, staff note that there is good alignment but are recommending further engagement with MoveUP to refine the proposal and seek opportunities to build it into the existing work plan for building retrofits.

The Board directed staff to engage with the MoveUP as part of the implementation of the *Climate 2050 Buildings Roadmap*, to seek opportunities for collaboration related to their proposal.

E4.3 Metro Vancouver Application to Intervene in the BC Utilities Commission RECEIVED Proceeding Related to FortisBC Energy Inc.'s Revised Renewable Natural Gas Program

In December 2021, FortisBC Energy Inc. submitted an application to the BC Utilities Commission for approval of a revised renewable gas program, under which customers in existing buildings would receive a blend of conventional (fossil) and renewable natural gas, starting at one per cent renewable in 2024. FortisBC has also proposed that all new residential buildings would receive 100 per cent renewable natural gas, at the same cost as conventional natural gas. Renewable natural gas is in limited supply, and its preferential use in new buildings could have impacts on the achievement of the greenhouse gas reduction targets adopted by the MVRD Board.

To meet deadlines imposed by the process, Metro Vancouver staff have applied as intervenors in the BC Utilities Commission proceeding, along with District of North Vancouver, City of Richmond, City of Surrey and City of Vancouver. Staff will report back to the Board, through the Climate Action Committee, to seek direction on Metro Vancouver's position as the proceeding unfolds.

The Board received the report for information.

E5.1 Invest Vancouver 2022 Annual Plan

Building upon the valuable relationships, connections, and partnerships across the region established in 2021, staff developed the Invest Vancouver 2022 Annual Plan to articulate the strategic goals and objectives that will guide Invest Vancouver's work this year and the alignment of these goals with the four areas of strategic priority. The goals and objectives within the report are consistent with the 2022 budget.

The Board received the report for information.



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E5.2 2022 CanExport Community Investment Grant Award

The CanExport Community Investment program awarded Invest Vancouver grant approval for up to \$218,245. The grant is dedicated to supporting projects that serve to attract, retain, and expand foreign direct investment and provides reimbursement of up to 50 per cent of eligible expenses. Projects must be completed between January 1 and December 31, 2022. Invest Vancouver proactively aligned its CanExport Community Investment project proposals with planned work activities for the 2022 year. In order to implement projects effectively, project management documents will be generated in order to sequence work, manage budget and procurement processes, and identify and collaborate with project partners.

The Board received the report for information.

E5.3 Preliminary Industry Cluster Mapping

Invest Vancouver has selected seven key regional industry clusters in which the Metro Vancouver region has a strategic or productive advantage to focus regional economic prosperity priorities, including investment attraction activities. The preliminary mapping of the industry clusters uses data from PitchBook and Emsi Analyst to understand the scope, scale, and regional distribution of each industry, in addition to the industrial specializations and in-demand skills contained within their associated labour markets.

The preliminary mapping furthers understanding of the industry clusters and sets the grounding for a more in-depth investigation of these industries, including the in-depth predictive analytics project that is forthcoming. Pending the results of that project, the initial scan will be used to inform the Invest Vancouver research agenda focused on our key industrial specializations, value propositions, and gaps that will be used to help inform decision-making on economic development policies, projects, and programs.

The Board received the report for information.

G1.1 Regional Growth Strategy Amendment Bylaw No. 1328 – South Campbell Heights, APPROVED City of Surrey – Additional Information

At its January 28, 2022 meeting, the MVRD Board referred the South Campbell Heights matter back to staff to discuss concerns raised by Board members with City of Surrey staff. Staff met with City of Surrey staff who subsequently took a report to Surrey Council with an aim to providing additional information to address concerns expressed by MVRD Board members. The Surrey report provides additional information about environmental and aquifer protection, meetings with the Semiahmoo First Nation and others, the utility implications of the proposal, the permitted uses in the Mixed Employment regional land use designation, and overall sustainability considerations.



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The Board received comments from affected local governments, First Nations, and agencies for information. In addition, the bylaw to amend the Metro 2040 land use designations for the South Campbell Heights area was provided for consideration of final reading and adoption.

After substantial discussion about the proposed amendment, the Board passed and finally adopted *Metro Vancouver Regional District Regional Growth Strategy Amendment Bylaw No. 1328, 2021*.

I 1 Committee Information Items and Delegation Summaries

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The Board received information items and delegation summaries from standing committees.

Regional Parks Committee – February 9, 2022

Information Items:

5.1 Delta Nature Reserve and Delta South Surrey Greenway – Public Engagement Summary

In 2021, staff completed a background report and phase one engagement on park planning and key directions for a park management plan for the Delta Nature Reserve, the Burns Bog Ecological Conservancy Area lands east of Highway 91, and the Delta South Surrey Greenway.

Phase one engagement results showed strong support for protecting the ecological value of the lands coupled with a desire for more educational opportunities, improved access, and additional park amenities. This information report reviews the results of phase one engagement.

Initial engagement with First Nations has determined that a cultural study for the lands should be completed as next step in the management planning process and as part of broader engagement with Indigenous communities. The draft management plan will be brought to the MVRD Board in 2023 for consideration ahead of phase two engagement.

5.2 Surrey Bend Regional Park – Ministry of Transportation and Infrastructure Proposal for Off-Channel Habitat Enhancement

The Ministry of Transportation and Infrastructure is interested in funding habitat restoration within Surrey Bend Regional Park as habitat compensation for one of their infrastructure projects. The proposed compensation project would create 5,000 m² of aquatic habitat as well as 6,975 m² of revegetated riparian area. Staff will work with the Ministry's staff and consultants to investigate the feasibility of this project. If it is found to be in the interest of both parties, an agreement will be drafted and brought back to the MVRD Board for approval.

Regional Planning Committee – February 10, 2022

Delegation Summaries:

3.1 Alex Boston, Simon Fraser University

Subject: Metro 2050 climate course correction vision and strategic alignment for the region





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Finance Committee – February 10, 2022

Information Items:

5.2 Authorization to Attend 2022 Standing Committee Events

This report brings forward conferences and events for approval by the Finance Committee, as required by the *Remuneration Bylaw*, as these were approved in the 2022 budget. Twenty-two events were identified given their relevance to the various standing committee mandates; each event presents an opportunity for committee members to participate in learning, interaction, and engagement with other North American organizations, and to represent Metro Vancouver. Given the COVID-19 pandemic, attendance at these events varies between virtual and in-person. Selection of committee member participation will be considered at upcoming standing committees, which will then require Board chair approval as the final step.

5.3 Authorization to Attend 2022 International Events

This report brings forward international conferences and events for approval by the Finance Committee, as required by the *Remuneration Bylaw* as part of the Board-adopted *Leadership and Engagement Policy*. In accordance with the policy, Metro Vancouver will participate at both a national and international level, in events that promote Metro Vancouver in a leadership role, provide opportunity for engagement and continuous improvement in the advancement of organizational goals, allow for the acquisition of knowledge and skills which directly benefit the organization and region, provide influence on decisions elsewhere in cities or regions which have a direct or indirect benefit to Metro Vancouver, offer the provision of assistance to other cities or regions in the world, and enhance Metro Vancouver's reputation in the international community. Representation and attendance at 2022 international events and conferences require support and approval from the Finance Committee.

5.4 Metro Vancouver Long Term Financial Planning

In 2017, Metro Vancouver established the development of five-year financial plans, which recognizes the importance of examining the financial impacts of Metro Vancouver services beyond one year. In the 2022 budget cycle, it was acknowledged that further work is required to analyze the financial impact of Metro Vancouver services given its projects are often beyond five years. This report provides information on the progress to date on the development of the long-term financial planning framework and outlines the consultation plan and the timeline for the development of Metro Vancouver's Long Term Financial Plan.

Climate Action Committee – February 11, 2022

Delegation Summaries:

3.1 Alex Boston, Simon Fraser University

Subject: *Climate 2050* Land Use Policy Implications – Preliminary Analysis & Land Use Big Moves to Meet Targets



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Indigenous Relations Committee – February 16, 2022

Information Items:

5.2 Quarterly Report on Reconciliation Activities

This report provides a summary of reconciliation events and activities undertaken by Metro Vancouver over the past several months as well as information on upcoming events and activities over the next few months.

Greater Vancouver Water District

E1.1 2022 Water Sustainability Innovation Fund Applications

APPROVED

This report presents six projects recommended for funding, totaling \$2,980,000 over three years, which will be funded through the Water Sustainability Innovation Fund. The projects cover a wide range of climate action areas including habitat protection, energy use, and the equity and affordability of drinking water.

The Board approved the allocation from the Water Sustainability Innovation Fund for the following projects:

- 10-year Salmon Enhancement Action Plan: \$180,000 over two years starting in 2022
- Hydrological Models for the Capilano and Seymour Watersheds: \$750,000 over three years starting in 2022
- Digital Transformation of Water Transmission System Planning and Analysis: \$950,000 over three years starting in 2022
- Feasibility Study to Optimize Transmission System Energy Use: \$350,000 over two years starting in 2022
- Regional Equity and Affordability of Drinking Water: \$550,000 over three years starting in 2022
- New Technology for the Determination of E.Coli in Recreational Water to Enhance Public Safety: \$200,000 over two years starting in 2022

Greater Vancouver Sewage and Drainage District

E1.1 Northwest Langley Wastewater Treatment Plant Expansion Program – Ground APPROVED Improvements & Reload Project Update

At its February 9, 2022 meeting, the Liquid Waste Committee considered the report, Northwest Langley Wastewater Treatment Plant Expansion Program – Ground Improvements & Reload Project Update, and passed the recommendation in the staff report as presented above.

Since the committee meeting, staff identified a correction to be made to the report, regarding the size of the four phases of ground improvement site, which has been corrected in the attached report.



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The expansion of the Northwest Langley Wastewater Treatment Plant, designed to provide additional network capacity for 200,000 residents and reduce sanitary sewer overflow events, requires significant ground improvements work to provide climate change and post-disaster resiliency. The ground improvements work completed to date has uncovered a large newly registered archeological site, with the recovery of over 2,000 artifacts thus far.

Appropriate inspection, investigation, and recovery of new archeological findings on the full construction site are expected to take an additional two years, impacting the planned completion of the expanded plant. This time will allow Metro Vancouver to conduct an accelerated business case as to whether the size of the plant should be increased to account for the accelerated growth observed in North Surrey.

The Board received the report for information.

E1.2 Award of Phase C2 Engineering Construction Services RFP No. 14-163 for theRECEIVEDInstallation of Burnaby Lake North Interceptor No.2 – Winston St Ph. 2 - TrenchlessAPPROVEDSectionSection

In 2014, GVS&DD issued Request for Proposal (RFP) No. 14-163: Consulting Engineering Services for Design and Construction of the Burnaby Lake Interceptor No. 2. Contracts for the preliminary design, detailed design (Phases A and B) and Phase C1 – Open Cut – Engineering Construction Services were awarded to AECOM Canada Limited.

The Board approved award of Phase C2, Engineering Construction Services, for an amount of up to \$4,227,265 (exclusive of taxes) to the Phase A, B and C1 consultant, AECOM Canada Ltd., for the Installation of Burnaby Lake North Interceptor No.2 – Winston St Ph.2 – Trenchless Section, subject to final review by the Commissioner.

E1.3 Award of Contract Resulting from RFQ No. 21-457: North Shore Wastewater APPROVED Treatment Plant (NSWWTP) Project

Metro Vancouver terminated its contract with Acciona Wastewater Solutions LP and is moving forward with a new contracting model to complete the North Shore Wastewater Treatment Plant project. Under the new model, Metro Vancouver will work with a general contractor to finalize construction and a design consultant to finalize the design and provide quality assurance. The delivery model for the general contractor is similar to an early contractor involvement contract, whereby the general contractor will provide constructability expertise during the completion of the design (Contract 1). If successful negotiation of a guaranteed maximum price or fixed price agreement can be made, then a recommendation for the contractor to assume the construction of the facility (Contract 2) will be brought back to the Board for approval. This contract model is based on a cost-competitive strategy that allows for collaboration between contractor, designer, and Metro Vancouver while mitigating overall schedule delays.

The contract opportunity was a publicly posted request for qualifications and was conditional on the termination of the existing contract. Metro Vancouver engaged professional advisors, a fairness monitor, and a due diligence reviewer in the evaluation process.

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The Board approved the award of contract RFQ No. 21-457: North Shore Wastewater Treatment Plant Project to PCL Constructors Westcoast Inc., Contract 1 for Early Contractor Involvement and Construction Management Services estimated at \$40 million, subject to final review by the Commissioner.

E2.1 2022 Liquid Waste Sustainability Innovation Fund Application

This report presents Phase 1 of the Biorock: Innovative Building Material for Shoreline Protection, Carbon Sequestration, and Habitat Creation project recommended for funding, totaling \$270,000 over two years, which will be funded through the Liquid Waste Sustainability Innovation Fund.

The Board received the report for information.

I 1 Committee Information Items and Delegation Summaries

The Board received information items from standing committees.

Liquid Waste Committee – February 9, 2022

Information Items:

5.2 2021 "Wipe It, Green Bin It" Campaign Results

The disposal of fats, oils, and grease (FOG) into the regional sewer system is an ongoing issue that costs the region over \$2.7 million a year. The 2021 "Wipe It, Green Bin It" campaign ran in the lead-up to Thanksgiving and over the December holidays, asking residents to put FOG in their green bins and not down their sinks. The campaign included social media, YouTube, television, Google adwords, banner ads, and a website. It delivered over 11 million impressions, 8,316 engagements, 1.9 million video views, 12,000 clicks for more information, 8,312 website visits, and reached 430,000 residents through online tactics.

Five years later, the "Wipe It, Green Bin It" campaign has achieved a solid level of awareness; postcampaign survey results show the number of residents who say they dispose of FOG into the drain dropped from 41 per cent in 2018 to 33 per cent in 2021. The campaign will run in 2022 using similar timing and creative.

Zero Waste Committee – February 11, 2022

Delegation Summaries:

3.1 Sue Maxwell, Director, Zero Waste BC



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APPROVED



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Information Items:

5.1 Solid Waste Management Plan Update – Solid Waste and Recycling Industry Advisory Committee and Solid Waste Management Plan Public/Technical Advisory Committee

As part of the development of an updated Solid Waste Management Plan, Metro Vancouver is initiating two new advisory committees: Solid Waste and Recycling Industry Advisory Committee and Solid Waste Management Plan Public/Technical Advisory Committee.

Submissions for participation in the Industry Advisory Committee and applications for the Public/Technical Advisory Committee were received from December 10, 2021 to January 31, 2022. Approximately 30 Industry Advisory Committee submissions and more than 90 Public/Technical Advisory Committee applications were received over the seven-week period. The Industry Advisory Committee and Public/Technical Advisory Committee opportunities were shared broadly through email notifications to over 770 and 1,200 contacts, respectively. The first meeting of the Industry Advisory Committee is scheduled for March 1, 2022. The Public/Technical Advisory Committee membership will be selected by the Zero Waste Committee and GVS&DD Board in upcoming closed meetings following review of staff recommendations by the solid waste management plan Independent Consultation and Engagement Panel.



General Purposes Committee

Date:	Monday, March 7, 2022
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- Place: Council Chambers Richmond City Hall
- Present:Mayor Malcolm D. Brodie, Chair
Councillor Chak Au
Councillor Andy Hobbs
Councillor Alexa Loo
Councillor Bill McNulty
Councillor Linda McPhail (by teleconference)
Councillor Harold Steves (by teleconference)
Councillor Michael Wolfe (by teleconference)Absent:Councillor Carol Day
- Call to Order: The Chair called the meeting to order at 4:00 p.m.

MINUTES

It was moved and seconded That the minutes of the meeting of the General Purposes Committee held on February 22, 2022, be adopted as circulated.

CARRIED

FINANCE AND CORPORATE SERVICES DIVISION

1. AWARD OF CONTRACT 7074P TO RADICAL I/O TECHNOLOGY INC. FOR MYRICHMOND MOBILE APP DEVELOPMENT (File Ref. No.) (REDMS No. 6826250)

Discussion ensued with regard to the proponent evaluation process, and improvements in smartphone app user experience.

In reply to queries from Committee, staff noted that the applicant meets the City's requirements for the mobile app development and that future upgrades to the City's website is planned.

It was moved and seconded

- (1) That contract 7074P MyRichmond Mobile Application Project estimated at \$570,000.00, exclusive of taxes, be awarded to Radical I/O Technology Inc. for mobile application development as part of the City's Digital Strategy implementation; and
- (2) That the Chief Administrative Officer and the Acting General Manager, Finance and Corporate Services, be authorized to execute the contract with Radical I/O Technology Inc.

CARRIED

2. AUTHORIZATION FOR INCREASE - AWARD OF CONTRACT 6722P: SUPPLY AND DELIVERY OF COMPUTER EQUIPMENT AND RELATED SERVICES

(File Ref. No. 04-1300-01) (REDMS No. 6836757)

It was moved and seconded

- (1) That contract 6722P Supply and Delivery of Computer Equipment and Related Services approved by Council to Compugen, Inc. on November 23, 2020, for a three-year term, with the option to extend for one additional two-year term for the value of \$845,910 for that initial three-year term, exclusive of taxes be increased by \$646,778 as explained in the staff report from the Director, Information Technology; and
- (2) That the Chief Administrative Officer and the General Manager, Finance and Corporate Services be authorized to execute the contract with Compugen, Inc.

CARRIED

ADJOURNMENT

It was moved and seconded *That the meeting adjourn (4:08 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 7, 2022.

Mayor Malcolm D. Brodie Chair Evangel Biason Legislative Services Associate



Finance Committee

Date:	Monday, March 7, 2022
Place:	Council Chambers Richmond City Hall
Present:	Mayor Malcolm D. Brodie, Chair Councillor Chak Au Councillor Carol Day (entered at 4:22 p.m. by teleconference) Councillor Andy Hobbs Councillor Alexa Loo Councillor Bill McNulty Councillor Linda McPhail (by teleconference) Councillor Harold Steves (by teleconference) Councillor Michael Wolfe (by teleconference)
Call to Order:	The Chair called the meeting to order at 4:09 p.m.

MINUTES

It was moved and seconded That the minutes of the meeting of the Finance Committee held on March 7, 2022, be adopted as circulated.

CARRIED

Minutes

FINANCE AND CORPORATE SERVICES DIVISION

1. 2021 ANNUAL PROCUREMENT REPORT

(File Ref. No. 02-0745-01/) (REDMS No. 6815808)

Discussion ensued with regard to the City-wide Purchasing Card Program, including its usage, circulation and transparency. In reply to queries, staff noted that cards have maximum transaction limits and manager approval is required for all transactions. It was further noted that transactions are reconciled monthly and audits are completed annually.

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

It was moved and seconded

That the matter of the City-wide Purchasing Card Program be referred to staff for more information, including the following:

- (1) who the cards are assigned to;
- (2) the controls included in the cards;
- (3) the card spending limits;
- (4) the types of expenditures permitted; and
- (5) the reconciliation and auditing process;

and report back.

CARRIED

It was moved and seconded

That the staff report titled "2021 Annual Procurement Report", dated February 7, 2022, from the Acting Director of Finance, be received for information.

CARRIED

Cllr. Day entered the meeting (4:22 p.m.).

2. REFERRAL RESPONSE – INVESTMENT POLICY AND PORTFOLIO REVIEW

(File Ref. No. 03-0900-01) (REDMS No. 6840097)

Discussion ensued with regard to (i) the size of the City's portfolio and investment management fees charged to the City (ii) enhancing the City's investments to support Socially Responsible Investing (SRI) and incorporate Environmental, Social and Governance (ESG) factors, (iii) reviewing options to reduce or eliminate investment linkages to fossil fuels without reducing investment performance, and (iv) SRI investments in other municipalities.

In reply to queries, staff noted that consideration of fossil fuel-free investments can be considered in the future. It was noted that the Union of British Columbia Municipalities has previously considered advocating for Provincial changes in municipal investment strategy to consider fossil fuel-free investments, however such resolutions have not proceeded. It was further noted that the Municipal Finance Authority of BC (MFA) is currently reviewing fossil fuel-free investment funds.

It was moved and seconded

(1) That the staff report titled "Referral Response – Investment Policy and Portfolio Review", dated February 9, 2022, from the Acting Director, Finance, be received for information; and (2) That staff be directed to conduct the required review and assessment in order to facilitate Council in considering the MFA Long-Term Diversified Multi-Asset Class Fund.

CARRIED

3. **2021 INVESTMENT REPORT**

(File Ref. No. 03-0900-01) (REDMS No. 6836635)

Discussion ensued with regard to the allocation of investments in City projects and interest rates offered by financial institutions.

It was moved and seconded That the staff report titled "2021 Investment Report", dated February 9, 2022, from the Acting Director, Finance, be received for information.

CARRIED

ADJOURNMENT

It was moved and seconded *That the meeting adjourn (4:37 p.m.).*

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Finance Committee of the Council of the City of Richmond held on Monday, March 7, 2022.

Mayor Malcolm D. Brodie Chair Evangel Biason Legislative Services Associate



Report to Committee

То:	Parks, Recreation and Cultural Services Committee	Date:	February 2, 2022
From:	Todd Gross Director, Parks Services	File:	06-2345-01/2022-Vol 01
Re:	2022 Feral Rabbit Update		

Staff Recommendation

That the proposed feral rabbit management strategy for 2022 as described in the staff report, "2022 Feral Rabbit Update," dated February 2, 2022 from the Director, Parks Services be approved.

Todd Gross Director, Parks Services (604-247-4942)

REPORT CONCURRENCE			
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER	
Sustainability & District Energy Community Bylaws	I I I I I	Sevena.	
SENIOR STAFF REPORT REVIEW	INITIALS:		

Staff Report

Origin

The purpose of this report is to provide an update to Council on the present status of feral rabbits in Richmond and to seek approval for a proposed 2022 approach to management of these rabbits.

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

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

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

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

Analysis

Background

Feral rabbits are domesticated animals that have been abandoned or escaped outdoors (or are the offspring of such animals). The rabbits commonly found in Richmond are European rabbits (*Oryctolagus cuniculus*) and have been classified by the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRO-RD) as an invasive species. This problem is not unique to Richmond; feral rabbits are widespread throughout Metro Vancouver's member municipalities.

Rabbits continue to impact the community on both public and private landscapes, in a number of ways:

- **Damage to Infrastructure.** On both public and private property, rabbits cause damage to plants, turf grass, trees, and soil by burrowing, eating, and defecating in gardens and parks. Burrowing also undermines pathways, sloped areas and impact areas around structures (foundations).
- Ecological Impact. The adaptability, lack of natural predators and prolific breeding enable domestic feral rabbits to rapidly outcompete native species. Rabbits feed on a number of native plants and shrubs across Richmond which result in the damage and loss of natural habitat. Furthermore, domestic feral rabbits have been reported in and around agricultural land. This migration could have a major impact on Richmond agricultural communities.
- Health and Safety. Considering their prolific nature, feral rabbits pose a health and safety risk to other wildlife, as well as Richmond residents. Rabbits in Richmond have been found to carry the Rabbit Hemmoradic Disease (RHD), which poses a potential

threat to native rabbit species if the issue is left unchecked. Furthermore, because feral rabbits are transient and often seek out new habitable space, they often invade roadways and can pose a risk to motorists' safety.

• **Increased Rodent Activity.** Some well-meaning visitors to Richmond parks, particularly Minoru Park and Dover Park, are bringing food for the rabbits. This is not dissimilar to residents who feed birds in public areas. The food is not always eaten immediately by the rabbits and the leftovers are often a food source for rodents. This in turn increases the potential for predation by other animals, including coyotes.

Legislative Framework

In British Columbia, all species of the family *Leporidae* (hares and rabbits) are considered "wildlife" under Schedule A of the *Wildlife Act (the Act)*. Furthermore, the European rabbit is classified under *the Act* as a Schedule C animal which can be captured or killed anytime in British Columbia without a license or permit as they are deemed an invasive species.

Under this regulation, a captured feral European rabbit cannot be transferred to another party (e.g., via adoption or sanctuary placement) without a permit. That permit is required for the person receiving or engaging in the adoption of the animal. This creates a challenge for municipalities to effectively manage feral rabbits. *The Act* provides certain exemptions that allow a person to trap, transport, and possess feral European rabbits without the need for a permit, including private homeowners.

In addition to the above management parameters, the following also apply:

- 1. Contractors and/or non-profit groups can trap and retain rabbits indefinitely without a permit. This option is only allowed if the contractor or non-profit group understand what is needed to ensure the health and safety of the captured rabbits, and also has capacity to shelter the rabbits as defined by the *Animal Health Act*. Further clarification is required to better understand the health and safety requirements.
- 2. Contractors and/or non-profit groups currently can not spay or neuter captured rabbits and then offer them for adoption or re-release into the environment.

Staff have spoken with FLNRO-RD staff and they have indicated that changes to regulations are pending as they pertain to the capture, housing and adoption of feral rabbits which will provide municipalities an avenue for more effective management of this invasive species. Staff will continue to monitor the situation. Should the proposed changes proceed, staff will incorporate them into the City's management of feral rabbits.

Current City Management Practices

The City's current management practices include the following:

• **Bylaws.** City bylaws have been implemented including banning the sale of rabbits in pet stores in 2010. Through the Public Parks and School Grounds Regulation (Bylaw No. 8771), feeding of animals (including rabbits) in any public park or school ground, and the depositing or release of animals (including rabbits) in any public park or school ground is

prohibited. As per the Animal Control Bylaw (Bylaw No. 7932) homeowners are permitted to keep up to two (2) domestic rabbits per household. Staff are not currently contemplating additional bylaw changes for the management of domestic or feral rabbits.

- **Public Awareness.** This tactic involves educating community members about the bylaws in place to not exacerbate the problem through feeding rabbits or abandoning them in public parks.
- **Trap and relocate to a sanctuary.** The City has worked with Rabbitats to trap and relocate feral rabbits to the Rabbitats rabbit sanctuary.

While culling is an option permitted in the Provinces *Wildlife Act*, the City of Richmond does not manage feral rabbits in this manner. In order for this measure to be fully effective, a sustained and integrated approach is required to ensure that the problem is effectively managed for the long term. There are societal sensitivities to implementing a cull program.

The BC SPCA which operates the City's animal shelter does not accept rabbits, domestic or feral animals. The BC SPCA has posted the following statement on the topic of feral rabbit management:

"The BC SPCA is opposed to the abandonment of domestic rabbits into the wild, which is a criminal act under the *Criminal Code of Canada* and an offence under the *Prevention* of *Cruelty to Animals Act*. The BC SPCA strongly encourages municipalities to enact bylaws that prevent the sale or adoption of unsterilized rabbits and manage free-living domestic ("feral") rabbits.

The BC SPCA does not support the lethal control of free-living domestic ("feral") rabbits for nuisance reasons (including culls). When control is needed, the BC SPCA strongly encourages the use of non-lethal, non-contact, prevention and exclusion techniques. In addition, the BC SPCA supports activities that aim to humanely trap, sterilize, and rehome adoptable rabbits in approved homes or sanctuaries that can provide for their needs for the remainder of their lives." (Source: <u>https://spca.bc.ca/programs-services/leaders-in-our-field/position-statements/position-statement-on-feral-rabbits/</u>)

Rabbitats Rescue Society

2020 Program

In December 2019, the City entered into an agreement with Rabbitats Rescue Society (Rabbitats), a local not-for-profit society, to develop a rabbit removal pilot project in the Dover Neighbourhood Area. This pilot project contracted Rabbitats to:

- Safely and humanely trap the rabbits from Dover Neighborhood area;
- Spay/neuter and vaccinate the rabbits against RHD; and
- Permanently house the rabbits at one of their Rabbitats sanctuaries.

As part of the agreement, Rabbitats utilized its network of trained volunteers to trap, transport, and house rabbits that were successfully captured. In working with City staff it became clear that

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it would be necessary to vaccinate, and spay or neuter any captured rabbits, to not only ensure the wellbeing of the animals, but to also certify their responsible, indefinite care. To this end, Rabbitats employed the services of a veterinarian to perform the vaccination and spaying or neutering of the animals at a cost of \$200 per rabbit.

This pilot project resulted in the capture and housing of 61 adult rabbits between December 2020 and June 2021. All of the female rabbits except one were pregnant at the time of capture which resulted in an additional 28 rabbits being born in the Rabbitats sanctuary. A total of 85 rabbits were vaccinated for RHD and spayed or neutered, which resulted in a cost of over \$17,000 of which the City paid \$15,000.

2021 Program

As a result of the information gathered from the Dover Neighborhood Area Pilot Project, staff engaged Rabbitats to address the growing public concern regarding feral rabbits on public property with the intent to manage the rabbit population where possible. Based on the results of the Dover Neighbourhood Park Pilot Project, the City entered into an agreement with Rabbitats to respond to reports of feral rabbit sightings in Richmond in order to humanely capture, spay or neuter and house these rabbits in one of their sanctuaries. Rabbitats were successful in responding to multiple calls for service resulting in the removal of 118 rabbits from public property, and housing them indefinitely in their sanctuaries at an expense of \$20,000 to the City. Recognizing that rabbits are migratory and prolific, the City worked with Rabbitats to also respond to residents' concerns regarding rabbits on private property. While the City registered these complaints, no additional support was given regarding the removal of these rabbits.

Strategy for Managing Feral Rabbits in 2022

Despite the implementation of the aforementioned management practices, feral rabbit populations do not appear to be declining. Impacts to the environment are evident, and based on reported sightings, rabbits are moving into ecologically sensitive areas such as Terra Nova Park and new landscapes such as Aberdeen Park and Paulik Neighbourhood Park.

Staff propose a number of actions below which will assist the City to better understand the extent of feral rabbits in the community, including forecasting future trends and potential management strategies. Next steps include actions to increase public awareness of the issue, and work within the evolving regulatory context to develop a response plan best suited within the City's jurisdiction.

Staff will continue to consult with the BC SPCA and FLNRO-RD for best management practices with respect to rabbits in Richmond.

Rabbitats 2022 Program

Given that feral rabbits will require ongoing management in 2022, staff propose to engage with Rabbitats to manage the humane capture, spaying/neutering and housing of feral rabbits captured on public property. The City will reimburse Rabbitats for the costs of spaying/neutering as per the program in the previous two years. The number of rabbits captured will correspond

with Rabbitats capacity to both capture and house them in one of their sanctuaries. The fee for service will not exceed \$15,000 and will be funded through existing operating budgets. A final agreement will be contingent on negotiations between Rabbitats and staff and will be essentially a continuation of the pilot program established in 2020. The effectiveness of this program (e.g. the number of rabbits captured, overall impact to the environment, cost efficiencies, etc) will be evaluated in conjunction with the results of the Feral Rabbit Management Study.

Expert Support Services

Staff will investigate the development of a Feral Rabbit Management Study either as an independent document or an additional component to the City's existing plans. The intent is to develop a comprehensive, proactive and sustainable response specific to feral rabbits. Staff plan to develop this study with the assistance of qualified environmental professionals and stakeholders who have experience with managing feral rabbits and other invasive species.

While the proposed study would focus primarily on City-owned properties, impacts to private property will be considered as feral rabbits freely move throughout the City. Staff currently anticipate that the initial step in the study would be to identify the nature and extent of the feral rabbit population throughout the City on both public and private property. Further investigation is required to better understand where feral rabbits are currently concentrated, possible sources of increase (aside from reproduction) and overall population trends. The impact on existing native flora and fauna (including any possible native rabbit populations present in Richmond), and the financial impact to City-owned natural areas, park spaces, infrastructure and facilities will also be investigated. Finally, the study will include a broad survey of management approaches employed by other municipalities. This precedent study will assist staff in assessing the most appropriate management approach for Richmond. The cost of this study, subject to finalizing the Scope of Work with the selected contractor, is expected not to exceed \$25,000 and will be funded through the existing Invasive Species operating budget.

Public Awareness Campaign and Ongoing Monitoring

In consultation with Rabbitats and the Provincial Government, staff have identified that the number of feral rabbits in the environment can be attributed to their prolific reproductive cycles and the release of these domestic pets in the community. While bylaws are in place to limit this activity, and there is a prohibition on the sale of these animals in Richmond, residents still continue to contravene these bylaws. Enforcement is challenging as offenders must be caught in the act. To this end, staff propose supporting existing bylaws through the development of a concerted public education program.

The purpose of the program would be to develop social media and digital material which will inform residents how their decisions impact Richmond's natural environment. Staff will draw on the research and best practices of allied organizations to develop this campaign. For example, the Invasive Species Council of BC is currently developing a new public education strategy to augment its current "Don't Let It Loose" program (<u>https://bcinvasives.ca/invasives/european-rabbit/</u>). Their program, similar to other invasive species educational outreach programs seeks to inform the public of the impact of invasive species, and to educate and empower them in order to address the issue.

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Messaging and education would focus on how residents need to know the detrimental impacts of releasing rabbits in public landscapes, the possibility of exposing their former pet to RHD, the impacts of feeding rabbits in public areas and the need to spay or neuter a rabbit as a model of responsible care for ones pet. Additionally, residents may not know what resources are available in the community concerning lawful and responsible options regarding releasing rabbits on public land.

Staff recognize that a public awareness campaign will be a component of an overall strategy to manage feral rabbits in Richmond. The content of the campaign will focus on core messaging to convey the detrimental impacts that rabbits have in our community consistent with messaging released by allied organizations such as the Invasive Species Council of BC.

Financial Impact

The proposed contract with Rabbitats, study and public awareness campaign will be funded through the existing Invasive Species budget.

Conclusion

While rabbit control efforts have been successful where employed, the prolific breeding of rabbits often outcompete the current capacity of service providers.

The City will continue to manage feral rabbits through the lens of the current Provincial legislation and their designation as an invasive species. The Feral Rabbit Management Study is intended to provide a framework for action, and the development of this action plan will address feral rabbit impacts to natural and managed ecosystems and landscapes. While the proposed Feral Rabbit Management Strategy is being developed, staff will immediately develop an enhanced public awareness campaign to increase Richmond residents' understanding of the impact feral rabbits have on the environment. Staff will also continue to work with relevant local and provincial stakeholders, including the Province, to identify the best approach for Richmond to control rabbits in the public realm. While the City will continue to work within the framework of the current legislation, staff will incorporate any proposed changes to *the Act* by the Province in a manner which is best suited for Richmond and the environment.

Alexander Kurnicki Manager, Parks Programs (604-276-4099)

Mapris S.

Magnus Sinclair Coordinator, Parks Programs (604-247-4453)



То:	Parks, Recreation and Cultural Services Committee	Date:	February 7, 2022
From:	Marie Fenwick Director, Arts, Culture and Heritage Services	File:	11-7000-09-01/2022- Vol 01
Re:	Richmond Public Art Program 2021 Annual Hi Advisory Committee 2022 Work Plan	ghlights a	nd Public Art

Staff Recommendation

That the Richmond Public Art Advisory Committee 2022 Work Plan, as presented in the staff report titled "Richmond Public Art Program 2021 Annual Highlights and Public Art Advisory Committee 2022 Work Plan", dated February 7, 2022, from the Director, Arts, Culture and Heritage Services, be approved.

M Fenvice arie Fenwick

Director, Arts, Culture and Heritage Services (604-276-4288)

Att. 1

INITIALS:
No
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Staff Report

Origin

On July 27, 2010, Council approved the updated Richmond Public Art Program Policy 8703 and Terms of Reference for the Richmond Public Art Advisory Committee (RPAAC). The RPAAC provides advice and acts as a resource to City Council and staff on the City's Public Art Program.

This report presents the 2021 highlights of the Richmond Public Art Program to Council for information and the proposed RPAAC 2022 Work Plan for approval.

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

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

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

An active and thriving community characterized by diverse social and wellness programs, services and spaces that foster health and well-being for all.

Analysis

Richmond Public Art Program

The Public Art Program plays a key role in shaping, animating and enriching the public space, instilling civic pride and contributing to community identity. Artwork placed in the public realm has the power to engage the public, celebrate culture, broaden the diversity of arts experiences and opportunities, serve as an educational resource to expand public awareness and understanding of the arts, stimulate conversations, strengthen and support the arts community, and inspire creativity.

Since Council's adoption of the Public Art Program Policy in 1997, the Public Art Program's collection has grown to a total of 344 works of public art with 192 works currently on display around Richmond. Documentation of public art that is performance-based or otherwise ephemeral in nature is archived on the Public Art Program website.

Public art adds value to public and private development, enriches the public realm for residents and visitors to Richmond and advances Richmond's standing as a model for high quality urban development. The City provides leadership in integrating public art with major civic facilities as well as small-scale public infrastructure. The private sector has demonstrated that an investment in public art enhances their reputations as progressive city builders, while creating a liveable and desirable place to live and work. The Community Public Art Program engages members of the community in art making, discussions and public events. The Public Art Education Program provides learning opportunities for both the general public and emerging, professional artists.

2021 Richmond Public Art Program Highlights

The following represents the key activities and achievements of the City's Public Art Program through the civic, community, private development and educational programs in 2021:

- Through the Richmond Community Mural Program, six new murals were completed throughout Richmond.
- Public Art partnered with Major Events to offer a Public Art Salmon-Themed Scavenger Hunt as part of the Canada Day at Home celebrations presented by the Steveston Salmon Festival.
- Works by six Richmond-based artists were featured at the No. 3 Road Art Columns located at Aberdeen and Lansdowne Canada Line Stations.
- The following works were commissioned through the Civic Public Art Program:
 - o From Earth to Water by Bagua Artists Collective at Alexandra Greenway
 - Portals to the Future (relocation project) by Mark Gallant, Yoli Garcia, Gilles B Herbert, Michael Hilde, Kathy Hill, Vedran Jelincic, Reto Marti, Noemi Pullvers, Alberto Replanski, Sandra C. Sinclair and Erik Stainsby at Tait West Park;
- Three community engagement projects were completed as part of the Engaging Artists in Community Program. Since its inception in 2016, the program has reached more than 10,000 Richmond residents and has offered participants and audiences hands-on art making activities and opportunities for individual creative expression and participation in the arts. The 2021 projects were:
 - *Whimsical Garden* with Creative Café Collective at William Cook Elementary School;
 - *Exploring Ecology Through Place* by Rachel Rozanski at Richmond Public Library; and
 - Stories of Home Past and Present by Jean Bradbury in partnership with Richmond Multicultural Community Services.
- Five new works were installed through the Private Development Public Art Program:
 - *Water off a Duck's Back* by Douglas Coupland;
 - o Lily Tree by Devon Knowles;
 - o *Bell* by Khan Lee;
 - o High-Fives by Lucien Durey and Jeff Kulak; and
 - o *koyo-te, through the bog* by Jacqueline Metz & Nancy Chew.
- Three Public Art Tours were organized:
 - o Richmond Olympic Oval Precinct Public Art Tour;
 - o Richmond Public Art Self-Guided Mural Tour; and
 - o Richmond Public Art Advisory Committee Public Art Tour.

- Two photo-based works at Lansdowne and Aberdeen Canada Line stations were installed as part of the Capture Photography Festival in partnership with Richmond Art Gallery.
- Three virtual public art professional development workshops for artists were presented as part of the Art at Work Program.
- A neighbourhood public art brochure was created to include artworks installed at the Minoru Cultural Precinct.
- Public Art engaged in collaboration with 12 Community Groups to inform and create public art projects.

2021 Richmond Public Art Advisory Committee Highlights

In 2021, the Richmond Public Art Advisory Committee (RPAAC) provided informed advice to staff and Council on a range of projects. Highlights of the 2021 Work Plan included:

- Ten monthly meetings with high attendance;
- Participation in educational opportunities and public events, such as the annual RPAAC Public Art Tour and unveiling of public art works;
- Reviews and recommendations on private development public art project plans and monthly updates on Advisory Design Panel reviews;
- Input to staff on civic Artist Calls;
- Observing roles at civic and private public art selection panel meetings; and
- Advice on Public Art Policy.

2022 Richmond Public Art Advisory Committee Work Plan

The Richmond Public Art Advisory Committee's 2022 Work Plan (Attachment 1) outlines the proposed activities for the volunteer committee in 2022. The Work Plan has been reviewed by the Richmond Public Art Advisory Committee.

As a Council appointed Advisory Committee, RPAAC advises on all aspects of public art policy, planning, education and promotion, including the allocation of funds from the City's designated Public Art Reserve. Highlights of the 2022 Work Plan are noted below:

• Raise awareness and understanding of the importance of public art in the City through promotion and participation in educational opportunities and public events.

- Advise on strategies, policies and programs to achieve excellence in art in the public realm including researching best practices and advising on opportunities for artists.
- Propose and support City programs, initiatives and events that advance public art in the City including Lulu Speaker Series, Doors Open Richmond and Culture Days.
- Review and, through staff reports, provide recommendations to Council on public art project plans developed by City staff and private development public art consultants.
- Provide input to staff in the development of an annual Public Art Program report to Council, including an RPAAC annual work plan.

Financial Impact

None.

Conclusion

Public art animates the built and natural environment with meaning, contributing to a vibrant city in which to live, work and visit. The 2021 highlights of the Richmond Public Art Program and proposed Public Art Advisory Committee 2022 Work Plan demonstrate a high level of professionalism, volunteerism and commitment to quality public art in Richmond.

Biliana Velkova Public Art Planner (604-247-4612)

Att. 1: Richmond Public Art Advisory Committee 2022 Work Plan

Richmond Public Art Advisory Committee 2022 Work Plan

The RPAAC 2022 Work Plan is based on the Terms of Reference for the Committee and is proposed as follows:

;	Strategy/Initiative	RPAAC Actions/Steps	Expected Outcome of RPAAC Actions	Indicator of RPAAC Success	Stakeholders
1.	Raise awareness and	d understanding of	the importance of pu	ıblic art in the Cit	y
a.	Public involvement in the selection process for public art	Encourage community members to participate on public art selection panels through an open call for volunteers	Richmond residents are involved in civic and community cultural life	Community support of the public art selection process	Community Centre Associations, Richmond Arts Coalition (RAC), Richmond Artist Guild (RAG), Richmond Art Gallery Association (RAGA) and others
b.	Public involvement in development of Neighbourhood Public Art Plans	Encourage public engagement in development of Public Art Plan	Greater awareness of public art in Richmond communities	Public Art contributes to neighbourhood recognition and identity	Neighbourhood organizations, private developers and artists
c.	Education and professional development for RPAAC members (workshops, bus tours, local conferences and symposiums)	Identify and register for professional development opportunities and City programs (such as Art at Work)	Develop and expand knowledge of best practices	Greater confidence in best practice advice to staff and Council	Creative City Network of Canada, Alliance for the Arts, Canadian Artists' Representation/Le Front des artistes canadiens (CARFAC)
d.	Guest speakers for RPAAC meetings	Identify key guest speakers for RPAAC meetings for 2022	RPAAC members better informed on public art issues and equipped to share this information with Council, as and when directed	Guest speaker series for 2022 devised and implemented	Kwantlen Polytechnic University, Emily Carr University of Art + Design, other universities, artists, consultants and conservators

ATTACHMENT				
Strategy/Initiative	RPAAC Actions/Steps	Expected Outcome of RPAAC Actions	Indicator of RPAAC Success	Stakeholders
e. Support public art communication platforms	Promote existing and future platforms (mobile, print and web) that showcase the Public Art Collection	Public better informed about the public art collection, location, and artists	Increased public awareness of public art throughout the community	Residents, tourists, Community Centre Associations and Tourism Richmond
2. Advise on strategies	s, policies and prog	rams to achieve excel	lence in art in the	public realm
a. Program Policy and Best Practices	Participate in review processes and, as needed, identify and prioritize potential research on policy and administration	Policy and administrative procedures are reviewed	Policy and administrative procedures are updated	City Council
b. Neighbourhood Public Art Plans	Provide advice and recommendations to staff regarding neighbourhood Public Art Plans	Neighbourhoods Art Plans are reviewed by RPAAC prior to Council review and endorsement	Council receives Plans that are vetted as per Policy	City Council
c. Terms of Reference (TOR) and Selected Artworks for Civic Projects	Provide advice and recommendations to staff regarding Terms of Reference and selected artworks	TOR and selected artworks are reviewed by RPAAC prior to Council review and endorsement	Council endorses Terms of Reference and selected artworks as per Policy	City Council
d. Community Public Art Programs	Advise on development and implementation of the Community Public Art Programs	Promote the Community Public Art Program	Continuous development of the Community Public Art Program	Community Centre Associations and community organizations

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\$	Strategy/Initiative	RPAAC Actions/Steps	Expected Outcome of RPAAC Actions	Indicator of RPAAC Success	Stakeholders
d.	Artwork conservation, de-commissioning and maintenance of the Civic Public Art Collection	Review as required	Review priorities for conservation and maintenance as required	Public Art collection is well maintained	Public Works and Parks
e.	RPAAC representation on public art juries for Civic projects	Represent RPAAC on public art juries for Civic projects as observers	Policy and administrative procedures are followed	Public Art selection process is transparent and follows policy and administrative procedures	Artists and community partners
3.	Support City progra	ams, initiatives and	events that advance	public art in the C	City
a.	Promote public art	Encourage community members to participate in City programs (such as Culture Days, Doors Open, etc.)	Develop community connection and awareness of public art	Increased attendance and appreciation of the arts	Arts Centre, RAC, Community Centre Associations and Heritage sites
4.	Review and submit	recommendations (on private developme	nt public art plan	8
a.	Private Development Public Art Plans including Terms of Reference for public art projects	Review private development public art plans	Provide advice and recommendations to consultants and staff	Public Art collection is growing, making Richmond a more vibrant, and connected City	Artists, community partners, private developers
b.	RPAAC representation on public art juries for private projects	Represent RPAAC on public art juries for private projects as observers	Policy and administrative procedures are followed	Public Art selection process is transparent and follows policy and administrative procedures	Artists, community partners, private developers

S	Strategy/Initiative	RPAAC Actions/Steps	Expected Outcome of RPAAC Actions	Indicator of RPAAC Success	Stakeholders
	Provide input to sta cluding an RPAAC	이 수가 있는 것 같아요. 그는 것 같아요. 그는 것 같아. 가지 않는 것 같아. 것 같아.	ent of an annual Publ	lic Art Program sl	hared with Council,
a.	2022 RPAAC Annual Work Plan to City Council	Advise as required prior to sharing with Council	RPAAC Work Plan is shared with Council and the public	Public Art contributes to making Richmond a more vibrant, active and connected City	Council, community partners, private developers



Report to Committee

Re:	2022 Engaging Artists in Community Program Public Art Projects		
From:	Biliana Velkova Public Art Planner	File:	11-7000-09-20-089/Vol 01
То:	Parks, Recreation and Cultural Services Committee	Date:	February 1, 2022

Staff Recommendation

That the three artist proposals included in Attachment 1 for the community public art projects in partnership with Richmond Fitness and Wellness Association, Turning Point Recovery Society and Urban Bounty as presented in the staff report titled "2022 Engaging Artists in Community Program Public Art Projects," dated February 1, 2022, from the Director, Arts, Culture and Heritage Services, be endorsed.

MFenvice

Director, Arts, Culture and Heritage Services (604-276-4288)

Att. 2

REPORT CONCURRENCE			
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER	
Finance Department Community Social Development Parks Services Recreation Services	র ত ত ত	Sevence.	
SENIOR STAFF REPORT REVIEW			

Staff Report

Origin

Richmond's Engaging Artists in Community Public Art Program creates opportunities for collaborative art projects involving community associations, schools, community groups and professional artists of all disciplines.

This report recommends three artist proposals for community public art projects in partnership with Richmond Fitness and Wellness Association, Turning Point Recovery Society and Urban Bounty.

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

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

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

3.2 Enhance arts and cultural programs and activities.

3.3 Utilize an interagency and intercultural approach to service provision.

3.4 Celebrate Richmond's unique and diverse history and heritage.

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

An active and thriving community characterized by diverse social and wellness programs, services and spaces that foster health and well-being for all.

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

4.3 Encourage wellness and connection to nature through a network of open spaces.

This report also supports goals in the Richmond Arts Strategy, the Community Wellness Strategy and the Social Development Strategy.

Analysis

Background

The Engaging Artists in Community Public Art Program invites emerging and professional artists to imagine innovative ways to engage seniors, adults, youth and children in the making of artwork to foster individual creative expression, multigenerational and cross-cultural exchange, and community building.

The following Engaging Artists in Community Public Art projects have been completed since 2016:

- *Harvest Full Moon* festival at City Centre Community Centre;
- *spART* programs or activities at Thompson Community Centre;
- Minoru Seniors Legacy Stories online legacy project at Minoru Place Activity Centre;
- Great Blue Heron sculpture at McLean Park;
- Tide Water Tales performances at Britannia Shipyards National Historic Site;
- FANFARE murals at Minoru Arenas;
- Musqueam Artist Workshops at Richmond Public Library (Brighouse Branch);
- The Interpreter Project programs or activities at Richmond Nature Park;
- *Minoru Manifesto* activities and installation at Minoru Chapel and City Centre Community Centre;
- Victory Gardens for Diversity activities at Terra Nova Rural Park;
- *A mid-way point: the present is an infinite moment* mural at Thompson Community Centre;
- Signs of Pride at West Richmond Community Centre;
- Stories of Home: Past and Present activities and exhibition in collaboration with Richmond Multicultural Community Services; and
- *Exploring Ecology Through Place* activities and installation in collaboration with the Richmond Public Library Brighouse Branch.

In the fall of 2021, staff invited interested community partners and City departments to participate in the 2022 Engaging Artists in Community Program. The following community partners provided an expression of interest to work with an artist this year:

- Richmond Fitness and Wellness Association;
- South Arm Community Association;
- Turning Point Recovery Society / Emergency Response Centre; and
- Urban Bounty.

Three community partners were selected:

- 1. Richmond Fitness and Wellness Association;
- 2. Turning Point Recovery Society / Emergency Response Centre; and
- 3. Urban Bounty.

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The Engaging Artists in Community Program accommodates three projects per year with a budget allocation of \$10,000 each. South Arm Community Centre was interested in a mural for their facility, and staff advised that this would be best facilitated through the Community Mural Program.

Terms of Reference and Artist Selection

The projects' Terms of Reference were developed in consultation with the selected partners. Profiles were included in the Artist Call to describe the three separate artist opportunities. This information assisted artists in choosing to apply for the opportunity that best matched their skill sets and interests (Attachment 2).

The Artist Call was issued on October 20, 2021 and closed on December 17, 2021. Staff received a total of 21 artist applications for the three artist opportunities. The selection process for each opportunity was implemented in accordance with the terms of the Public Art Program Policy Administrative Procedures. All artist proposals were evaluated on the basis of artistic merit, appropriateness to the goals of the Community Public Art Program, community organization objectives, artist qualifications and project feasibility.

The following three artist proposals were presented to the Richmond Public Art Advisory Committee (RPAAC) on February 1, 2022 by email. RPAAC endorsed and supported all proposed projects with no feedback.

All of the programs and activities will be implemented following COVID-19 safety protocols and provincial health directions.

Richmond Fitness and Wellness Association and Walk Richmond Artist Project

The final artist selection meeting for the Richmond Fitness and Wellness Association and Walk Richmond artist opportunity took place on January 31, 2022. The selection panel included the following five members:

- Sharon Meredith Community Representative, Walk Richmond Volunteer Coordinator;
- Joan LeDrew Community Representative, Richmond Fitness and Wellness Association;
- Ghinwa Yassine Artist;
- Ian Wojtowicz Artist; and
- Merle Addison Artist.

Panel advisors included staff from the Public Art Program. Paul Dufour from the Richmond Public Art Advisory Committee attended as an observer.

Artist Sebnem Ozpeta was recommended for the Richmond Fitness and Wellness Association and Walk Richmond Artist Project artist opportunity.

Ms. Ozpeta is a documentary filmmaker and visual artist. Her proposed project, *WALK* will engage community participants of all ages in a series of outdoor sensory and digital storytelling

walks. Participants will be invited to listen and record sounds as a way to practice mindfulness and connect with nature, memory and place. The recorded materials will be incorporated into a 360 degree video and audio piece that will allow viewers the option to physically or virtually experience participant walks and stories. The work will be accessible and shared online and through mobile smart phones. The activities will safely promote physical activity and social connection (Attachment 1).

Turning Point Recovery Society / Emergency Response Centre Artist-in-Residence

The final artist selection meeting for the Turning Point Recovery Society / Emergency Response Centre Artist in Residence took place on January 26, 2022. The selection panel included the following four members:

- Brenda Plant Turning Point Recovery Society;
- James Casperson Turning Point Recovery Society;
- Juliana Loh Artist / Community Representative; and
- Matt Hern Community Representative.

Panel advisors included staff from the Public Art Program. José Larano from the Richmond Public Art Advisory Committee attended as an observer.

Mickey L.D. Morgan was recommended for the Turning Point Recovery Society / Emergency Response Centre Artist-in-Residence Project. The artist brings lived experience and a range of creative practices to the project including printmaking, digital storytelling, drawing and photography. Their project will be guided by the interests of resident participants and focus on fostering individual creative expression as a way to understand complex ideas related to homelessness within an inclusive environment and supported by peers. Through a process of working collaboratively with the resident artists, their work will be shared and presented as part of Richmond Culture Days and Homelessness Action Week (Attachment 1).

This project will support the City of Richmond Community Wellness Strategy, 2018–2023 and its focus area to enhance physical and social connectedness within and among neighbourhoods and communities.

Urban Bounty Artist-In-Residence Project

The final artist selection meeting for the Urban Bounty Artist-in-Residence Project took place on January 27, 2022. The selection panel included the following five members:

- Ian Lai Urban Bounty;
- Ulduz Maschaykh Artist;
- Setareh Yasan Artist;
- Jenn Pearson Artist; and
- Teresa Magee Community Representative.

Panel advisors included staff from the Public Art Program. José Larano and Allison Liu from the Richmond Public Art Advisory Committee attended as observers.

Artist Edward Fu-Chen Juan was recommended for this Artist-in-Residence project. The artist brings an energy and desire to engage a culturally diverse and multi-generational audience in printmaking practices using natural inks from locally foraged plant materials, and handmade paper-making practices using locally sourced plant fibres. Mr. Juan's proposed project aims to foster an appreciation and understanding of our role in sustaining a healthy ecosystem and will support Urban Bounty's mandate to raise awareness and provide education to local communities around the importance of maintaining a healthy and sustainable food system (Attachment 1).

Next Steps

Following Council endorsement of the artist proposals, staff will work with the artists and community partners to execute contracts and develop work plans. If approved, the projects will move into the development phase with implementation completed in Quarter three and/or Quarter four of 2022, depending on the schedules of the community partners.

Financial Impact

Each community art project will be allocated \$10,000 for a total of \$30,000. Funding exists within the approved 2022 Public Art Capital Project.

Conclusion

This year's Engaging Artists in Community Public Art Program creates opportunities to support a diverse group of artists with a range of practices in socially engaged arts. The aims and objectives for each artist project continue to focus on physical and mental health, social connectedness, strengthening intercultural understanding and building capacity for community groups. The projects address social isolation and promote inclusive communities, environmental sustainability and equitable opportunities for people of all ages to access and participate in the arts.

The proposed projects will activate outdoor parks and public spaces across Richmond throughout the spring, summer and fall of 2022 and will follow COVID-19 safety protocols for gatherings and physical distancing measures.

Biliana Velkova Public Art Planner (604-247-4612)

Att. 1: 2022 Engaging Artists in Community Program, Public Art Projects
2: 2022 Engaging Artists in Community Program, Call to Artist and Terms of Reference

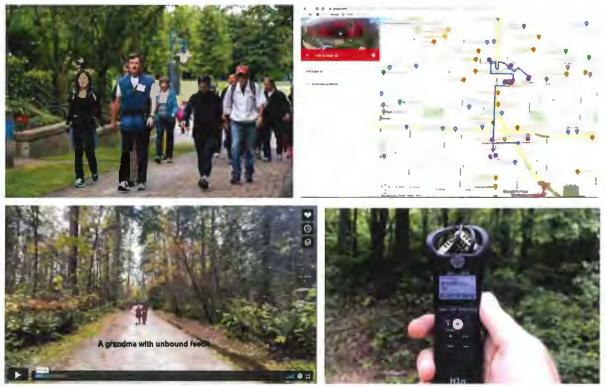
WALK | Walk Richmond / Richmond Fitness and Wellness Association by artist and filmmaker Sebnem Ozpeta

This community-engaged, interactive and multimedia project will provide programs that focus on mental well-being, physical health and social connection.

Sebnem Ozpeta is a filmmaker and visual artist. For the past decade she has worked on various community-based art projects and has developed a strong foundation of technical and digital media skills that inform her visual storytelling practice through educating, mentoring and entertaining. She has worked and collaborated with Richmond-based Cinevolution Media Arts Society and was a recipient of the Vancouver Mayor's Art Award for *Emerging Artist of the Year for Film and New Media* in 2016.

WALK invites community members to share their own experiences of walking through digitally recorded sound in a virtual space. The creative process involves a series of nature walks with participants to record sounds that can be heard on various trails across Richmond. The recorded sounds will be made into a collage of audio stories to compose a 360° video that documents the walks experienced by the participants. Viewers will have the option of experiencing the walk physically or virtually while listening to stories online or through mobile smart phones.

Examples of proposed art Activities:



From left to right: sound walks, digital online mapping, 360° digital stories, sensorial walks and recording sounds

Document Number: 6834020 6834020 Version: 1

Place and Home | Turning Point Recovery Society / ERC by Richmond-based artist Mickey L.D. Morgan

This community-engaged project will foster healthy, active and involved lifestyles for all Richmond residents with an emphasis on physical activity and mental wellness.

Mickey L.D. Morgan is a creative storyteller and community practice artist based in Richmond. For the past two years they have been working on *Mapping East Van*, a storytelling project that uses cartography to cultivate a socially connected community in partnership with Coalition of Peers Dismantling the Drug War and Vancouver Tenants Union. With lived experience in addiction and housing instability, they bring empathy and desire to use socially engaged artist practices to express complex ideas in an accessible way for participants and viewers. In 2021, Mickey received a BFA from Emily Carr University of Art + Design.

Place and Home will engage residents at the Emergency Response Centre (ERC) in a series of weekly art activities to explore the complexities of place and belonging in relationship to their own lived experience. The goal is to provide artistic guidance to support individual creative expression within a safe and inclusive environment, and to foster social connections through the making and sharing of art within a supportive group setting. As part of Richmond Culture Days and Homelessness Action Week, these expressions will have the opportunity to engage with the larger community of Richmond.

Examples of proposed art activities:



From left to right: drawing, storytelling, printmaking, mark-making, painting with objects, podcast digital stories, printmaking on fabric

Planting for Printmaker | Urban Bounty by artist Edward Fu-Chen Juan

This community-engaged project will raise awareness and support Urban Bounty's advocacy mandate to educate and engage communities in their role as a citizen to support sustainable food systems.

Edward Fu-Chen Juan is a contemporary visual artist based in Vancouver, who identifies as a queer Taiwanese-Canadian with Indigenous roots from the Plains First Nation People of Taiwan. His current art practice is printmaking on paper with water-based ink extracted from plant and insect ingredients including hand-made papermaking practices with unconventional plant fibres.

Planting for Printmaker will engage community members in creative printmaking practices using inks and paper made from locally foraged plants and food scraps. Through monthly workshops from spring to fall of 2022, participants of all ages and abilities will have the opportunity to try hands-on ink-making, paper-making and printmaking activities outdoors at Paulik Neighbourhood Park and/or at special events with Urban Bounty staff across Richmond. The project will aim to build and develop a more meaningful connection to our natural environment and our role in helping to create a healthy food system. This project will be presented for Richmond Culture Days and other community events as part of Urban Bounty's annual education and outreach program.

Examples of proposed art activities:



From left to right: foraging materials, ink-making, watercolour, virtual workshops, working with natural materials, paper-making and printmaking.

call to artists

PUBLIC **ART** RICHMOND



Exploring Ecology Through Place, Rachel Rozanski, 2021

The City of Richmond Public Art Program seeks artists with sociallyoriented practices to engage diverse and multigenerational audiences in three unique project-based artist opportunities. Emerging and professional artists are invited to imagine innovative ways in which art can act as a catalyst to foster creative expression, build community and nurture mental health and well-being.

Opportunity A:	\$10,000 Turning Point Recovery Society
Opportunity B:	\$10,000 Urban Bounty
Opportunity C:	\$10,000 Richmond Fitness and Wellness Association
Eligibility:	Artists residing in British Columbia
Deadline:	December 17, 2021
Duration:	March 2022 – March 2023

Engaging Artists in Community Program

Request for Proposals (RFP)

October 2021



BACKGROUND

The Engaging Artists in Community Program supports artists with sociallyoriented practices and encourages the development of a variety of collaborative practices for artists working within communities. Communitybased artworks and programs can express a shared goal or theme while sparking dialogue on ideas related to cultural identity, social history or the environment. Artist projects can leave a physical or social legacy for the community and/or may include a community event to present a final work.

Projects will engage participants by exploring or deepening their sense of self, community and place through learning and participating in art-making experiences. The work and program must be accessible and appeal to a diverse audience and the local community at-large. Artists will demonstrate the capacity to undertake and complete their proposed work within an approved time frame.

PAST ARTIST PROJECTS

Applying artists are encouraged to visit and explore previously commissioned Engaging Artists in Community projects. For a list of project website links visit:

www.richmond.ca/culture/publicart/whatsnew/engageartists

ARTIST ELIGIBILITY

This opportunity is open to emerging and professional artists and artist teams residing in BC. City of Richmond employees, Richmond Public Art Advisory Members and artists who are currently contracted by the City of Richmond are not eligible to apply.

SELECTION PROCESS

Selection panels consisting of a combination of artists, art professionals and community representatives will convene for each of the opportunities. The selection panels will engage in a two-stage selection process to review all artist submissions. During the second stage, shortlisted artists or artist teams will be invited to an interview with a selection panel and will receive a \$150 honorarium. At the conclusion of the process, the three panels will recommend one artist or artist team for their opportunity. Subject to approval by Council, the artist or artist team will be required to enter into a contract with the City of Richmond.

ARTIST SELECTION CRITERIA

- Artistic merit and clarity of artist statement of interest in response to the Partner Profile goals and objectives. The proposal should demonstrate artistic quality, innovation and creativity.
- Demonstration of artistic quality, innovation and creativity in applicant's previous work and experience.
- Community impact of work that will engage diverse and multi-generational audiences and artists in creative dialogue, participation and awareness.
- Artist's capacity to work with community members, other design professionals and project stakeholders.
- Appropriateness of the proposal to the Public Art Program Policy goals: www.richmond.ca/culture/publicart/policy

SUBMISSION REQUIREMENTS

Email all documentation as one (1) PDF document, not to exceed a file size of 5 MB to: publicart@richmond.ca

- **INFORMATION FORM** Please complete the information form attached to the end of this document
- STATEMENT OF INTENT One page maximum, describing proposed approach to the work, relevant experience and skillsets and how the proposal responds to the specific aims and objectives of the project opportunity.
- ARTIST CV (One page maximum). Teams should include one page for each member.
- WORK SAMPLES Up to ten (10) examples of previous work. Please include artist name(s), title, year, location and medium information as captions on the bottom of each image page. If submitting digital video, please include link to YouTube, Vimeo or similar online platform. Please do not submit digital video files.
- **REFERENCES** Three references who can speak to your abilities and accomplishments. Only provide contact name, title, phone number and email. References will only be contacted if applicant is shortlisted.

SUBMISSION GUIDELINES

- 1. All supporting documents must be complete and strictly adhere to these guidelines and submission requirements (above) or risk not being considered.
- 2. All submissions must be formatted to 8.5 x 11 inch pages. Support images are best formatted to landscape format.
- 3. Artist submission PDF file must be 5 MB or smaller.

- 4. If submitting as a team, the team should designate one representative to complete the entry form. Each team member must submit an individual resume/curriculum vitae.
- All documents must be sent by email to: publicart@richmond.ca. Please include name and project when naming your file, e.g. Jane_Smith_EngagingArtistsCommunity_RFP

ADDITIONAL INFORMATION

- 1. The selected artist may be required to show proof of WCB coverage and up to \$5,000,000 general liability insurance.
- 2. Please be advised that the City and the selection panel are not obligated to accept any of the submissions and may reject all submissions. The City reserves the right to reissue the Artist Call as required.
- 3. All submissions to this Artist Call become the property of the City. All information provided under the submission is subject to the Freedom of Information and Protection of Privacy Act (BC) and shall only be withheld from release if an exemption from release is permitted by the Act. The artist shall retain copyright in the concept proposal. While every precaution will be taken to prevent the loss or damage of submissions, the City and its agents shall not be liable for any loss or damage, however caused.
- 4. Extensions to this deadline will not be granted under any circumstances. Submissions received after the deadline and those that are found to be incomplete will not be reviewed.

QUESTIONS

Please contact the Richmond Public Art Program: Tel: 604-204-8671 Email: publicart@richmond.ca



COMMUNITY PARTNER

Turning Point Recovery Society provides a continuum of addictions and mental health recovery programs including licensed residential treatment with 73 beds for men, women and trans individuals among six sites as well as outreach counselling programs. Our Outreach and Resource Support program and our Community Counselling program offer no cost counselling and referral services for homeless individuals and those at risk of

COMMUNITY PARTNER PROFILE

Turning Point Recovery Society

Artist-In-Residence Opportunity

ARTIST OPPORTUNITY

Artists or artist teams with socially engaged, multidisciplinary and/or interdisciplinary artist practices in visual arts (including but not limited to painting, drawing, printmaking and media arts) are invited to submit a proposal to work with residents at the ERC.

The commissioned artist will have experience working with at-risk and marginalized communities. Experience working in a creative capacity with those experiencing homelessness and/or those with a history of substance use disorders is preferred. Richmond residents at the ERC are from all walks of life who have lost their housing due to a variety of circumstances that include: the COVID-19 pandemic, changes to health and mobility status and economic challenges. The proposed artist project will prioritize principles of inclusion, diversity and equity.

Artists are invited to incorporate storytelling practices and other socially engaged art forms to create safe, inclusive spaces for individual creative expression to be shared in a collaborative and/or group setting. A COVID-19 safety plan will be in place to ensure in-person gatherings comply with current Provincial Health Orders.

The selected artist or artist team will be supported by a staff member at Turning Point Recovery Society and will have access to:

- general office supplies,
- photocopying and printing equipment,
- outdoor park spaces in Minoru Park and Cultural Centre Plaza,
- indoor activity/office space with access to WIFI, and
- temporary storage space for artist materials/equipment.

The aims, objectives and scope of work for the artist residency:

- to create work that will raise awareness and foster dialogue on the destigmatization of homelessness with the larger public;
- to use art as a catalyst to foster individual creative expression within a safe and inclusive space;
- to create work that fosters a sense of belonging, health and wellbeing, and cultural awareness; and
- to create opportunities for people to learn new skills, connect and build community.

The commissioned artist or artist team will:

- complete a minimum of 250 hours. This will include research, administration, preparation work, public engagement, production and presentation work;
- participate and present work for Homelessness Action Week and Richmond Culture Days;
- create and maintain an artist blog to communicate and document the process and work created during the project; and
- submit a final report and photo and/or video documentation of the project.

LOCATION

Richmond Emergency Response Centre, 7000 Minoru Gate.

BUDGET

The project budget for this opportunity is \$10,000 CAD and is inclusive of community engagement work, materials for engagement activities, administration, artist fees, photography and/or video documentation, artist insurance and applicable taxes, excluding GST.

ADDITIONAL RESOURCES

- o Turning Point Recovery Society
- o Richmond Homelessness Strategy
- o Richmond Arts Strategy
- o City of Richmond Public Art Program
- o How Art Works in Richmond
- o Richmond Public Art Plans

PUBLIC **ART** RICHMOND

PROJECT TIMELINE

The selected artist must complete all work by November 2022.

Deadline to Apply:	December 17, 2021
Finalist Notifications:	January 2022
2 nd Stage Interviews*:	January 24 to 28, 2022
Project Start:	March 2022
Completion:	November 2022

*Artists applying for this opportunity are kindly asked to ensure their calendar is flexible during the week of January 24.

PUBLIC **ART** RICHMOND



Figure 1. Emergency Response Centre, 7000 Minoru Gate



Figure 3, Richmond Cultural Centre / Brighouse Public Library



Figure 2. Richmond Cultural Centre and plaza looking east



Figure 4, Cultural Centre Plaza looking west fowards Minoru Park.



Figure 5. Clement Track, Minoru Park



Figure 6. Minoru Park Lakes District



COMMUNITY PARTNER

Since 2009, Urban Bounty (formerly Richmond Food Security Society) has been working to empower, educate and connect fellow gardeners and locavores. As a community-based organization, they manage 11 community garden sites across Richmond, run a volunteer-based Fruit Recovery Program, maintain a Seed Library Program and offer food and gardeningrelated workshops. Urban Bounty also works with School District 38 (Richmond) on the Kids in the Garden Program and Get Rooted Youth Program.

Urban Bounty's programs have sprouted passionate youth leaders, budding young cooks from underserved communities and happy gardeners. They have preserved locally adapted seeds and harvested surplus fruit for those in need. Their programming engages a culturally diverse and multigenerational community and aspires to empower citizens to make incremental changes in the local food system though education, advocacy and community-building initiatives.

According to the Food and Agriculture Organization of the United Nations, a sustainable food system (SFS) is a food system that delivers food security and nutrition for all and for future generations without compromising the economic, social and environmental systems and infrastructure we all rely upon.

COMMUNITY PARTNER PROFILE

Urban Bounty Artist-In-Residence Opportunity

This means that a sustainable food system:

- is profitable during all stages of production to consumption (economic sustainability)
- has broad-based benefits for society (social sustainability); and
- has a positive or neutral impact on the natural environment (environmental sustainability).

Throughout the years, Urban Bounty has hosted a number of community events. One of their biggest annual events, the World Food Day celebration, has set a festive stage for food security advocacy and dialogue since 2005. Since 2010, they have been hosting Seedy Saturday, an annual celebration dedicated to nurturing the tradition of growing from local seeds.

As a registered charity, their vision is a *"Healthy People, Community and Environment"* with a mission to support a resilient local food system through education, advocacy and community-building initiatives.

ARTIST OPPORTUNITY

Artists or artist teams with interests in urban agriculture, local food systems, environmental art and socially engaged artist practices are invited to submit a proposal for this opportunity. The commissioned artist will have experience with installation and participatory art forms that may include digital mixedmedia, illustration, drawing, photography and sculpture, just to name a few. The commissioned artist or artist team will work with culturally diverse and multigenerational audiences.

The expectation is for the commissioned artist or artist team to create and produce a series of art experiences as part of Urban Bounty's public engagement and outreach program to help raise awareness of community stewardship initiatives and foster participation. A mobile legacy piece will be informed by their collaboration with Urban Bounty and community members.

A COVID-19 safety plan will be in place to ensure in-person gatherings comply with current Provincial Health Orders.

Artists will be supported by an Urban Bounty staff member and will have access to Urban Bounty Offices, located in Paulik Neighbourhood Park, 7620 Heather St. Paulik Neighbourhood Park is a six-acre park in the City Centre with a 1.5 acre garden that is maintained by volunteers from the Richmond Garden Club. Park features include a mature woodlot, community garden, children's playground and public art:

- House of Roots, Jeanette Lee, 2003
- Lulu, A Memory Garden, Metz and Chew, 2009

In addition, the artist will have access to the following:

- outdoor park, garden and activation space that can accommodate approximately 15-30 people;
- photocopying and printing services, and general office supplies;
- staff kitchen;
- general gardening tools;
- by-products from beehives for artist project and community engagement activities including beeswax, propolis and honey;
- a storage area for temporary storage of artist materials and equipment; and
- a shared office work space with access to WIFI.

The aims, objectives and scope of work for the artist project:

- to creatively explore how art can catalyze areas for advocacy, education, community stewardship and action towards a sustainable urban food system;
- to create multiple opportunities for collective or individual creative expression working with a culturally diverse and multigenerational community on the topic of food systems change;
- to engage community members in art-making experiences that will promote healthy and active lifestyles and encourage physical and social connection within and among neighbourhoods and communities;
- to consider opportunities to work with local Indigenous communities on Indigenous reconciliation, awareness and dialogue with respect to incorporating sustainable food systems;
- to create a unique, mobile legacy artwork that raises awareness of the connection between community values and sustainable food systems;
- to incorporate and implement best practices for inclusion, equity and diversity;

The commissioned artist or artist team will:

- complete a minimum of 250 hours. This will include research, administration, preparation work, public engagement, creation, production and presentation work;
- participate and present work as part of Seedy Saturday and Culture Days. In addition, artist opportunities exist to participate in Urban Bounty's other education and outreach programs. This will be subject to the City's COVID-19 Safety Plan for gatherings and will comply with current Provincial Health Orders;

PUBLIC ART

RICHMOND

- create and maintain an artist project website blog to communicate and document the process and work for the project; and
- submit a final report and photo and/or video documentation of the project.

LOCATION

The commissioned artist or artist team will be based on site at Paulik Neighbourhood Park, 7620 Heather St. Please refer to Figures 1 to 6 for additional photos of outdoor/indoor work spaces available to the artist. In addition, the artist may present work at satellite sites for community events as part of Urban Bounty's outreach and education programs.

BUDGET

The project budget for this opportunity is \$10,000 CAD and is inclusive of community engagement work, materials for engagement activities, administration, artist fees, photography and/or video documentation, artist insurance and applicable taxes, excluding GST.

ADDITIONAL RESOURCES

- o Urban Bounty
- o City of Richmond Community Wellness Strategy
- o City of Richmond Public Art Program
- o Richmond Arts Strategy

PROJECT TIMELINE

The selected artist must complete all work by December 2022.

Deadline to Apply:	December 17, 2021
Finalist Notifications:	January 2022
2 nd Stage Interviews*:	January 24 to 28, 2022
Project Start:	March 2022
Completion:	November 2022

*Artists applying for this opportunity are kindly asked to ensure their calendar is flexible during the week of January 24.

PUBLIC **ART** RICHMOND



Figure 1 - Outdoor gathering space



Figure 2 - Garden shed and outdoor work area



Figure 3 - Urban Bounty pollinator garden and bee hives



Figure 4 - Urban Bounty office space



Figure 5 - Urban Bounty/Richmond Garden Club staff kitchen



Figure 6 - Urban Bounty/Richmond Garden Club preparation/storage space



COMMUNITY PARTNER

The Richmond Fitness and Wellness Association (RFWA) is a not-for-profit, city-wide association with a mandate to raise awareness, encourage participation and champion health and wellness initiatives that foster a healthy community.

The City of Richmond and RFWA work in partnership to deliver fitness and wellness programs at Minoru Centre for Active Living, Watermania, Garratt Wellness Centre and other satellite locations. RFWA is also involved in the provision of continuing education opportunities for fitness leaders and the implementation of the Richmond Community Wellness Strategy.

Walk Richmond is a program administered by the RFWA. The program offers free guided walks for all ages and fitness levels, led by a member of the RFWA. Walking regularly is one of the easiest ways to get the recommended 30 to 60 minutes of daily physical activity needed to ensure good health. The program helps make this goal more attainable by offering free walks throughout the year, providing opportunities to volunteer, and supplying resources to keep communities moving. One-hour walks are scheduled every second Wednesday and Saturday. From May to August there is an additional walk scheduled every second Thursday evening. The program typically offers 37-40 walks per year.

COMMUNITY PARTNER PROFILE

Walk Richmond | Richmond Fitness and Wellness Association

Artist Opportunity

COMMUNITY WELLNESS STRATEGY

The Richmond Community Wellness Strategy 2018-2023 was developed in partnership between the City of Richmond, Vancouver Coastal Health– Richmond and Richmond School District No. 38. The purpose of this five-year strategy is to take a collaborative and holistic approach to improve wellness for Richmond residents and to increase opportunities for individuals, neighbourhoods and communities to be active and healthy. The Community Wellness strategy prioritizes wellness as a contributor to a vibrant, appealing and livable community and identifies innovative approaches to most effectively impact wellness outcomes. The Community Wellness Strategy Framework works towards this vision: Richmond ... active, caring, connected, healthy and thriving.

The Strategy has five focus areas:

- foster healthy, active and involved lifestyles for all Richmond residents with an emphasis on physical activity, healthy eating and mental wellness;
- enhance physical and social connectedness within and among neighbourhoods and committees;
- enhance equitable access to amenities, services and programs within and among neighbourhoods;
- facilitate supportive, safe and healthy natural-built environments; and
- promote wellness literacy for residents across all ages and stages of their lives.

ARTIST OPPORTUNITY

Artists or artist teams with socially engaged practices are invited to submit a proposal for this opportunity. For this commission, the artist or artist team will centre walking as the main vehicle for creative expression and work across disciplines (such as storytelling, sound, photography, digital media, performance arts, just to name a few). Artists are encouraged to consider collaborative and participatory approaches to create a final legacy work.

Artists will be supported by RFWA volunteers and have access to:

- Minoru Park and other city-wide parks, trail systems and/or neighbourhoods for project activation;
- temporary storage space for artist's materials and/or equipment; and
- meeting spaces can be booked at Minoru Centre and meeting points can be accommodated for volunteers and participants.

The aims, objectives and scope of work for the artist project:

- · to create art experiences that centre walking;
- to reimagine walkable routes in City parks, trail systems and/or neighbourhoods that are easily accessible;
- to engage a culturally diverse and multigenerational audience incorporating principles of inclusion, equity and diversity;
- to foster intergenerational exchange, participation and social connection; and
- to foster community-building, a sense of belonging, health, wellbeing and cultural awareness with a diverse public audience.

The artist or artist team will:

- complete a minimum of 250 hours. This will include research, administration, preparation work, public engagement, production and presentation work;
- participate and present work as part of Richmond Culture Days. (opportunities exist to participate and present work as part of other annual City festivals and events, as well);
- create and maintain a project artist blog to communicate and document the process and work created during the artist project; and
- submit a final report and photo and/or video documentation of the project.

LOCATION

RFWA is located at Minoru Centre for Active Living, 7191 Granville Avenue.

BUDGET

The project budget for this opportunity is \$10,000 CAD and is inclusive of community engagement work, materials, administration, artist fees, photography and/or video documentation, artist insurance and applicable taxes, excluding GST.

ADDITIONAL RESOURCES

- o Walk Richmond Program
- o Walk Richmond Walking Route Maps and Resources
- o Richmond Fitness and Wellness Association
- o Richmond Fitness and Wellness Strategy
- o City of Richmond Public Art Program
- o Richmond Arts Strategy

PROJECT TIMELINE

The selected artist must complete all work by March 2023.

Deadline to Apply:	December 17, 2021
Finalist Notifications:	January 2022
2 nd Stage Interviews*:	January 24 to 28, 2022
Project Start:	March 2022
Completion:	November 2022

*Artists applying for this opportunity are kindly asked to ensure their calendar is flexible during the week of January 24.

PUBLIC **ART** RICHMOND

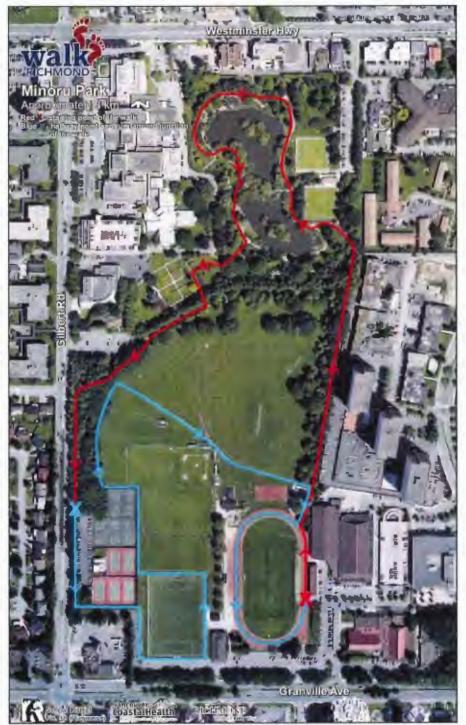


Figure 1 – Example walking routes for Minoru Park. For other walking routes, visit the link in "Additional Resources" on page 18.

Attach one (1) copy of this form as the first page of the submission.

Please indicate which opportunity you are	applying for:	
Turning Point Recovery Society	🗅 Urban Bounty	Walk Richmond
Name:		
Address:		
City:	P	ostal Code:
Primary Phone:	Secondary Phone	9:
E-mail:	Website: (One websi	te or blog only)
Incomplete submissions will not be acc accepted. Information beyond what is I If applicable, please indicate additional me	isted in the checklist will r	
Please let us know how you found out abo		
Would you like to receive direct emails from	m the Richmond Public Art F	Program? 🛛 Yes 🗖 No
Signature:	D	ate:
	have a disc	

Submit applications by email to: publicart@richmond.ca

Additional Information

Please be advised that the City and the selection panel are not obliged to accept any of the submissions and may reject all submissions. The City reserves the right to reissue the RFP as required. All submissions to this RFP become the property of the City. All information provided under the submission is subject to the Freedom of Information and Protection of Privacy Act (BC) and shall only be withheld from release if an exemption from release is permitted by the Act. The artist shall retain copyright of the submitted documents. While every precaution will be taken to prevent the loss or damage of submissions, the City and its agents shall not be liable for any loss or damage, however caused.





Re:	Director, Recreation and Sport Services 01 Naming of the Community Centre in the Yuan Heng Development – 3311 No. Road		
From:	Elizabeth Ayers	File:	11-7000-01/2022-Vol
То:	Parks, Recreation and Cultural Services Committee	Date:	January 31, 2022

Staff Recommendation

That the City's community centre planned as part of the YuanHeng Development be named Capstan Community Centre, as presented in the staff report titled "Naming of the Community Centre in the YuanHeng Development -3311 No. 3 Road," dated January 31, 2022, from the Director, Recreation and Sport Services.

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

Att. 1

REPORT CONCURRENCE				
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER		
Facility Services & Project Development Development Applications	V V	Sevena.		
SENIOR STAFF REPORT REVIEW	INITIALS:	APPROVED BY CAO		

Staff Report

Origin

On September 26, 2016, City Council approved the rezoning application, RZ 12-603040, for the YuanHeng Development located at the north end of No. 3 Road. The development, in the rapidly growing and diverse Capstan Village, includes a new community centre provided by the developer as a community amenity contribution. The Council approved innovative program for the proposed 33,000 sq. ft. facility will provide opportunities for community members to enhance their health and well-being, and develop social connections.

The purpose of this report is to recommend the adoption of a name for Richmond's newest community centre, so that there is sufficient time to plan for and prepare a branding strategy, marketing and communication plan, and facility signage.

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

An active and thriving community characterized by diverse social and wellness programs, services and spaces that foster health and well-being for all.

This report also supports the City's Recreation and Sport Strategy, Focus Area #4 Active People and Vibrant Places:

Natural and built environments within neighbourhoods in Richmond encourage connectedness and participation in recreation and sport.

Action 4.3 Provide inclusive, safe and welcoming facilities and spaces for recreation and sport programs and services.

This report supports the City's Community Wellness Strategy, Focus Area #3 Enhance equitable access to amenities, services and programs within and among neighbourhoods:

Align availability and access of programs and services to meet the needs of Richmond residents by addressing inequities at a neighbourhood level, e.g., geographical, cost of programs and transportation, timing, cultural relevance and language needs or facilitating outreach opportunities.

Analysis

Background

Community centres play an integral role in developing physical and social wellbeing, building healthy communities, and fostering feelings of belonging and connection between individuals and their community. Richmond's newest community centre planned for the second phase of the YuanHeng Development in the Capstan Village area will be a leading edge community centre in the heart of the rapidly growing and diverse Capstan Village. This developer-funded 33,000 sq. ft. two-story facility located just off No. 3 Road near Capstan Way was secured through the

rezoning application. The delivery of the turn-key community centre and transfer of ownership to the City is tied to the development's second phase of construction. The Development Permit Phases 2 & 3 of the overall development including the community centre was issued by Council on July 26, 2021. A Building Permit authorizing the initial stages of construction of the community centre was issued by the City on December 20, 2021. The construction of the community centre is estimated to take approximately 33 months (which is generally consistent with industry standards for a complex development project).

The facility will be a community gathering space providing opportunities for physical, creative and social pursuits, contributing to the development of a vibrant and active community. Programs and services for all ages and abilities will be provided at the community centre to meet the diverse needs of the growing City Centre community. The facility will include a large gymnasium for sports and community events, an indoor activity track, studios and spaces for arts and creative pursuits, a children's exploratorium, as well as a variety of multipurpose spaces and community gathering areas. This project is currently in the detailed design stage.

Enabling Policy

Council Policy No. 2016, Naming of Public Buildings – Parks or Places (Attachment 1) states the following:

- 3. A proposal for naming a public building, park or place, other than in honour of an individual, will be considered if:
 - an event or date is significant in the City's history.
 - a program, activity or symbol is pertinent to the life of the City specific to the location and may be used to effectively promote and market the program or activity both within and outside the community.
- 5. A proposal for naming "parks and open spaces" may consider the name of the abutting road. Similarly, a public building accommodated on a park, the park name, or the building, should relate to each other.

Naming Considerations

In identifying potential names for the facility, in addition to compliance with Council Policy No. 2016, consideration was given to:

- 1) The historical context of Capstan Village;
- 2) Whether the name would resonate with Capstan Village and City Centre planning area and residents; and
- 3) Alignment with the programs and services that will be offered in the building.

Naming Options

In keeping with the above noted considerations, the following are naming options for the Community Centre:

- Capstan Community Centre (Recommended);
- Riverfront Community Centre; and
- North Richmond Community Centre.

Option 1 – Capstan Community Centre (Recommended)

Staff recommend that the facility be named "Capstan Community Centre."

The recommended name responds to the naming considerations. Incorporating "Capstan" into the name provides for geographical association, which supports wayfinding and will enable residents to locate the facility quickly and effectively. The inclusion of "Capstan" will further enhance fostering a sense of place for the Capstan Village neighbourhood distinct from the broader City Centre planning area in which it is situated, and the existing City Centre Community Centre also located in the City Centre planning area.

Including "Community Centre" in the name is consistent with the naming of the other community centres in Richmond, which are named for the function that they perform in the community. In addition "Community Centre" will be familiar to Richmond residents, which will help to promote public awareness of the new facility and the programs and services that will be offered.

This name is consistent and in alignment with the adjoining new Capstan Neighbourhood Park, and the future Capstan Canada Line station.

This name also reflects the history of the naming of Capstan Way, which was derived from the use of horse-powered capstans that towed water pipes across the Middle Arm from the west end of Bridgeport Road. Including "Capstan" in the name of the Community Centre is in keeping with the historical significance of this term to this area.

Option 2 – Riverfront Community Centre

This option responds to the naming considerations. Historically, Capstan Village played a key role in the early and ongoing transportation development along the Middle Arm of the Fraser River.

This name is presented for consideration given the proximity of this facility to the Fraser River; however, it is not recommended. It may not resonate with Capstan Village and the City Centre planning area residents, or residents in neighbouring communities as this is not the typical reference for this area, and riverfront is not unique to this neighbourhood in Richmond.

Option 3 – North Richmond Community Centre

This option responds to the naming considerations and, similar to Option 1, is consistent with the naming of the other community centres in Richmond which are named for both the area within which they are located, and the function that they perform in the community, i.e., West Richmond Community Centre. However, as this is a new facility in a rapidly growing and diverse area, a name based on geography that also supports fostering a sense of place is felt to be more appropriate.

Financial Impact

There is no financial impact as a result of selecting a name for this new City facility.

Conclusion

Staff are recommending that the Community Centre located 3311 No. 3 Road be named the Capstan Community Centre, which is in keeping with Council Policy No. 2016. This Community Centre will be the heart of the community, a gathering place that will foster meaningful connections and meet the physical, wellness, and creative needs of those who live, work and play in Capstan and the surrounding neighbourhoods.



Mandeep Bains Manager, Community Services Planning and Projects (604-247-4479)

Att. 1: Policy 2016: Naming Public Buildings – Parks or Places



Page 1 of 2	Naming Public Buildings – Parks or Places	Policy 2016
	Adopted by Council: May 12, 1997	

POLICY 2016:

It is Council policy that:

The naming of public buildings, parks or places within the City shall be undertaken to:

- 1. Honour or memorialize individuals, corporations, events, and places that have attained achievements of extraordinary and lasting distinction and contribution to the City, or
- 2. Pay tribute to an association with an activity or program which is specific to the use of the public building, park, or place.

In all cases, staff will review the proposals/submissions based on the following "Guidelines for Naming", prior to making a recommendation to City Council. The final decision rests with City Council by means of a resolution adopted by majority vote of Council. In the absence of a clear direction or decision from staff, the final decision will be made by Council.

After the final decision on the naming of public facilities, parks and spaces has been made, the City Clerk shall notify all parties affected by, or interested in, such new public buildings, parks or places.

Community Services Division



Page 2 of 2Naming Public Buildings – Parks or PlacesPolicy 201	2016
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Adopted by Council: May 12, 1997

GUIDELINES FOR NAMING

- 1. Proposals/submissions for naming a public building, park or place may be received from the public (including residents, community associations and organizations), staff, and corporations.
- 2. A proposal for naming a public building, park or place in honour of a person who has rendered outstanding service to the City, will be considered. Names of living individuals may be considered, but the use of individual names should be minimized.
- 3. A proposal for naming a public building, park or place, other than in honour of an individual, will be considered if:
 - an organization has had historical and exceptional ties to the City.
 - an event or date is significant in the City's history.
 - a place has significant meaning for, or ties to, the City.
 - a program, activity, or symbol is pertinent to the life of the City specific to the location and may be used to effectively promote and market the program or activity both within and outside the community.
- 4. In a proposal for naming "joint sites" between the City and School District, the park and school names should coincide through consultation between the two organizations.
- 5. A proposal for naming "parks and open spaces" may consider the name of the abutting road. Similarly, a public building accommodated on a park, the park name, or the building, should relate to each other.
- 6. A proposal for naming a "character area" such as a neighbourhood and/or open space should be designated by names linking persons, events, places or activities with appropriate references to location and activities to be conducted on the site or land form.
- 7. A proposal for naming a public building or park in recognition of a corporation which has made a significant gift or contribution to the City may be considered.
- 8. A named facility will retain that name as long as it exists. However, if a name is designated for a facility associated with a specific program or activity and that activity is subsequently changed, the name may be applied to a similarly-used facility, if possible, and if not, to another facility.



Re:	Investing in Canada Infrastructure Program Gre Environmental Quality Stream Grant Applicatior		structure
From:	Todd Gross Director, Parks Services	File:	06-2345-20-MINO1/Vol 01
То:	Parks, Recreation, and Cultural Services Committee	Date:	February 9, 2022

Staff Recommendation

- 1. That the City's grant application to the Investing in Canada Infrastructure Program Green Infrastructure Environmental Quality Stream be endorsed;
- 2. That a capital submission of \$820,000 for drainage infrastructure and capacity enhancement components in Minoru Park be approved from the Drainage Improvement Reserve;
- 3. Should the application be successful, that the Chief Administrative Officer and the Deputy CAO/General Manager, Community Services be authorized on behalf of the City to enter into an agreement with the Province of British Columbia for the above mentioned project; and
- 4. That the Consolidated 5 Year Financial Plan (2022-2026) be amended accordingly.

Todd Gross Director, Parks Services (604-247-4942)

REPORT CONCURRENCE				
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER		
Intergovernmental Relations & Protocol L Finance Department Engineering Sustainability	Jnit ビ ビ ビ	Sevence.		
SENIOR STAFF REPORT REVIEW	INITIALS:	APPROVED BY CAO		

Att. 1

Staff Report

Origin

The Province of British Columbia has announced a call for applications to the Investing in Canada Infrastructure Program, a Provincial grant program co-funded by the Government of Canada and the Province of British Columbia through a bilateral agreement. This report is in response to the announcement and provides an outline of the City's grant application to the third intake of the Environmental Quality Program.

This report supports the following strategies within Council's Strategic Plan 2018-2022:

Strategy #5 Sound Financial Management:

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

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

Strategy #6 Strategic and Well-Planned Growth:

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

6.1 Ensure an effective OCP and ensure development aligns with it.

Strategy #8 An Engaged and Informed Community:

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

8.2 Ensure citizens are well-informed with timely, accurate and easily accessible communication using a variety of methods and tools.

Findings of Fact

In October 2021, the Government of Canada and Province of British Columbia committed \$270 million towards the third intake of the Environmental Quality Program to support cost sharing of infrastructure projects in communities across the Province. The purpose of the Grant Program is to support capital infrastructure projects related to environmental quality, such as green infrastructure and stormwater treatment and management.

The Grant Program's application window closes on February 23, 2022. A copy of the Program Guide is attached (Attachment 1). City staff have completed an application in advance of the February 23, 2022, deadline, but require a Council resolution in support of the application. The Grant Program requires that a Council resolution supporting the project be submitted within 30 days of the grant application deadline (no later than March 23, 2022).

Analysis

Project Background

Minoru Lakes Renewal is the subject of the City's grant application. The lakes were originally constructed in the 1970s and the lakes project originated through infrastructure failure, resulting in poor water quality, increased use of potable water sources, and increased requirements for City maintenance and operations.

Guiding principles developed during public consultation emphasized sustainability and environmental enhancements, as received and endorsed by Council in the Minoru Lakes Renewal Detailed Design Plan and Next Steps Report to Council dated March 30, 2021.

The lakes project was planned as two discrete phases of work. Phase 1 focuses on the main lake body with new construction and renewals to the lake liners, embankments, mechanical systems, irrigation, drainage, lighting, pathways, plaza spaces, planting and furnishings. Phase 1 works are expected to begin in spring 2022.

Phase 2 focuses on a new stormwater detention pond to improve the environmental performance of the first phase of work, including habitat and capacity enhancements to the existing downstream open watercourse. The proposed detention pond and existing watercourse receive stormwater diverted from the adjacent Mah Bing Street developments, the Minoru Boulevard roadway, and Richmond Centre. Furthermore, Phase 2 includes new construction and renewals for adjacent plaza spaces, pathways, lighting, furnishings, and planting.

Project Eligibility

A wide-range of activities are supported by the grant, which generally include all design fees and direct construction costs. The Grant Program however requires project costs be tendered after approval by the Government of Canada and Province of British Columbia. As Phase 1 is expected to be tendered by spring 2022, the first phase of work is not eligible for funding.

Should the City's grant application for Phase 2 be successful, the work is expected to be tendered in 2023 to meet eligibility requirements and the City would be required to enter into a funding agreement with the Government of Canada and Province of British Columbia. As with any submission to senior governments, there is no guarantee that this application will be successful.

Grant Program Application Description and Anticipated Outcomes

The overall project design employs methods consistent with the City's Integrated Rainwater Resource Management Strategy and the Ecological Network Strategy, and is consistent with program goals and criteria outlined in the Grant Program Application Guide.

Key outcomes anticipated with the detention pond and watercourse enhancements include:

1. Diversion of stormwater from City drainage infrastructure into the detention pond results in reduced peak demand on City drainage infrastructure, reduced sediment loads discharged into drainage infrastructure, and reduced overall maintenance requirements;

- 2. Detention and treatment of stormwater from private developments and public roadways, increasing overall City stormwater storage capacity, increased water quality, and reduced demand on potable water sources to maintain the lakes water levels;
- 3. Environmental enhancements proposed to existing open watercourse result in improved stormwater conveyance capacity and improved riparian habitat quality; and
- 4. Environmental benefits such as creating a new habitat for pollinators and wildlife, supporting native plant growth, and other ecosystem services including air quality improvement, thermal regulation, carbon sequestration, water/soil quality considerations and minimizing potential impacts from sediment loading.

The City has implemented other green infrastructure projects successfully, such as the stormwater detention ponds at Garden City Park and at the Garden City Lands.

Financial Impact

Staff have prepared a cost estimate as part of the City's application to the Grant Program. The total project costs are estimated to be \$3,150,000.

The Grant Program can contribute a maximum of 73.33 per cent of the cost of eligible activities with no set maximum. The City's application requests funding to the amount of \$2,310,000. The City would be responsible for the remaining 26.67 per cent (approximately \$840,000), summarized as below (Table 1).

Scope of Work	City cost	Grant	Total cost
Stormwater detention pond	\$620,000	\$1,710,000	\$2,330,000
Drainage infrastructure and capacity enhancement	\$220,000	\$600,000	\$820,000
Total Cost	\$840,000	\$2,310,000	\$3,150,000

Table 1: Estimated Funding Cost-Share

Staff recommend that a capital submission for drainage infrastructure and capacity enhancement components in Minoru Park in the amount of \$820,000 be approved by Council, funded from the Drainage Improvement Reserve as required by the grant program, and the Consolidated 5 Year Financial Plan (2022–2026) be amended accordingly.

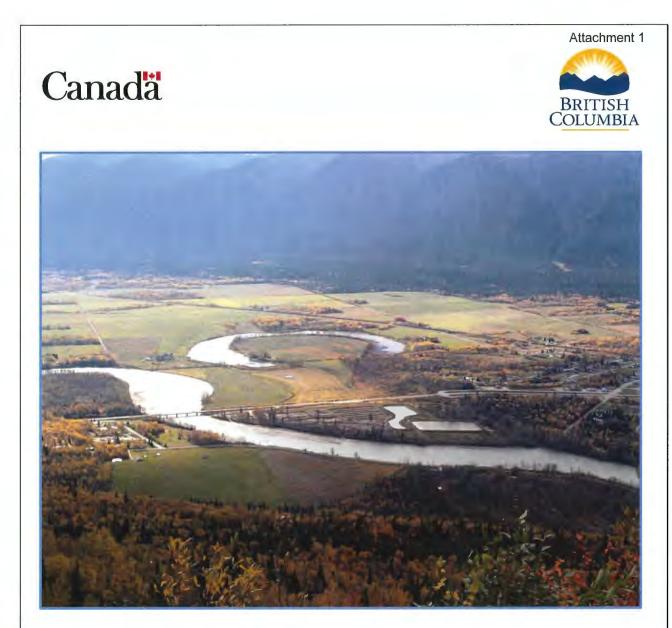
Should the City's grant application be unsuccessful, the stormwater detention pond components in Minoru Park in the amount of \$2,330,000 will be included in upcoming Minoru Park Active Living District capital submissions for consideration in future budget processes, as discussed in the Minoru Park Vision Plan implementation strategy.

Conclusion

Staff recommend that Council endorse the City's application to the Investing in Canada Infrastructure Program Green Infrastructure Environmental Quality Stream. The Minoru Lakes district is a prominent and well-used amenity. The Grant Program provides an opportunity to support enhancements to the City's green infrastructure and ecological network, and creates linkages between the function of the lakes to the overall City Centre urban landscape.

Jason Chan Manager, Parks Planning, Design and Construction (604-233-3341)

Att. 1: Canada-British Columbia Investing in Canada Infrastructure Program – Green Infrastructure Environmental Quality Stream Program Guide



Canada-British Columbia Investing in Canada Infrastructure Program

Green Infrastructure – Environmental Quality Sub-Stream

Program Guide

Foreword

This Program Guide provides an overview of the Investing in Canada Infrastructure Program (ICIP) Green Infrastructure – Environmental Quality (EQ) Sub-Stream requirements (ICIP-EQ). This Guide will illustrate how to fill out an application, what the Ministry is looking for in a project, provide a walk-through of the application process and additional helpful information to assist in preparing and submitting an application under ICIP-EQ.

The ICIP's main goal is to create long-term economic growth, build inclusive, sustainable communities and support a low carbon, green economy. The EQ Sub-Stream is focused on infrastructure that will support quality and management improvements for drinking water, wastewater, and stormwater, as well as reductions to soil and/or air pollutants through solid waste diversion and remediation. Projects must meet related outcomes to be eligible. Eligible projects will support public infrastructure, defined as tangible capital assets primarily for public use and benefit.

The Program Guide contains references to the Canada – British Columbia ICIP Integrated Bilateral Agreement which can be found at <u>http://www.infrastructure.gc.ca/prog/agreements-ententes/2018/2018-bc-eng.html</u>.

In the event of a conflict between the Program Guide and the ICIP Integrated Bilateral Agreement, the Agreement prevails.

It is important for applicants to familiarize themselves with the requirements described in this guide prior to preparing their application.

The Program Guide has been revised for the Third Intake and published on October 08, 2021.

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1. INTRODUCTION

1.1 PROGRAM GOAL AND OBJECTIVES

Canada and British Columbia governments are investing up to \$270 million in the third intake of the ICIP Environmental Quality Program (ICIP-EQ) to support infrastructure projects in communities across the province. Funding under the first and second intake, which represents a commitment of \$399 million by the Canadian and British Columbian governments, is fully allocated.

The ICIP-EQ program will assist communities in developing well planned community infrastructure that will protect public health and environment, promote climate change resilience, and support broad public benefits and service sustainability.

A project must meet at least one of the following outcomes to be eligible:

- increase the capacity to treat and/or manage wastewater;
- increase the capacity to treat and/or manage stormwater;
- increase access to potable water;
- increase the capacity to divert or manage solid waste (including landfill gases);
- increase capacity to reduce and/or remediate soil and/or air pollutants through remediation.

Guidance on Aligning Projects with Outcomes is available on the Environmental Quality Program Website.

The Program encourages applicants to consider infrastructure to capture added value as described in Section 5.3. Projects that support more than one of the following program goals have a better chance of success:

- improve services to existing residents;
- provide clean drinking water;
- reduce air, soil and water pollution;
- reduce resource consumption;
- increase adaptation and mitigation to climate change;
- enhance natural systems and ecological services; and
- support resource recovery and reuse.

Some example projects are provided for your reference on the Program Website.

Eligible projects will be subject to technical evaluation and ranked according to the extent to which they meet the program's eligibility criteria and program goals. Funding programs are highly competitive, and it is anticipated that there will be more projects that qualify for funding than the allocated program funds. The amount of funding requests should be reasonable in comparison to the allocated funding. Wherever feasible, applicants are encouraged to phase

their project to reduce funding ask, while ensuring the phased project independently meets the program outcome.

Projects with total estimated eligible expenditures of \$10 million or more will be subject to <u>climate lens assessments</u> (including a greenhouse gas emissions assessment that includes a cost-per-ton calculation and a climate change resilience assessment) to be completed to British Columbia and Canada's satisfaction prior to Canada's approval of a project for funding.

The approved projects will be subject to <u>reporting requirements</u> as the projects progress. Details are provided in Section 8.6. The program targets projects that can be completed within three years following approval. An Oversight Committee consisting of representatives from the federal and provincial governments will be responsible for administration of the Agreement.

Local Governments* and Indigenous applicants are eligible ultimate recipients for this meritbased funding.

*Local government refers to Regional Districts and Municipalities throughout this Guide. See Section 2.1 on Eligible Applicants for details.

1.3 APPLICATION DEADLINE

The deadline for the application intake is February 23, 2022 (4:00 pm PST).

Applicants must follow a two-step process to obtain access to Local Government Information System (LGIS) to submit online application.

- A Business BCeID credential and password are required to access the online application. The deadline to submit your BCeID credentials is **three weeks** prior to the submission deadline (**February 02, 2022**).
- After obtaining a BCeID you are required to request access to the Local Government Information System (LGIS). It is essential to have access to LGIS to be able to submit your <u>online application</u>. We strongly encourage you to apply for BCeID access as soon as you can so that access to LGIS can be received in a timely manner.

See Accessing the Online Application for more details.

1.4 LIMIT ON NUMBER OF APPLICATIONS

Municipalities may submit **one** application per intake.

Regional Districts may submit <u>one</u> application for each community* in their area. A community is defined as a settlement area within a regional district electoral area or an established or proposed service area.

Indigenous Ultimate Recipients may submit one application per intake.

Applications not approved from an earlier intake may be revised and submitted as a new application. This will count towards the limit on the number of applications submitted. Prior to revising the previous application, applicants are encouraged to contact program staff for feedback on unsuccessful application and advice on how to improve their application.

*A community is considered as a settlement area within a regional district electoral area which may coincide with a service area boundary

1.5 COST-SHARING, STACKING AND LIMITS TO FUNDING AWARD

The funding provided by the federal government towards infrastructure projects is costshared by other partners, such as provinces, municipalities, regional districts, and Indigenous groups. The levels of federal and provincial contribution are:

Ultimate Recipient	Government of Canada Contribution (up to)	Province of British Columbia Contribution (up to)	Total Senior Government Contribution (up to)
Local government	40%	33.33%	73.33%
Indigenous (off- reserve projects)	75%	15%	90%
Indigenous (on- reserve* projects)	75%	-	75%

*Application must demonstrate benefits and services extended beyond the reserve community for projects partially or fully located on reserve lands.

The remaining eligible project costs, ineligible projects costs and cost overruns are the responsibility of the applicant.

Where applicants plan to use or have applied for funds from other federal or provincial programs, the source of these funds must be indicated on the application form. The disclosure of other funding sources must be provided by the successful recipient up to the completion of the project. The same project will not be considered for funding under more than one ICIP sub-stream.

Applicants who have other senior government funding or grants in place for their project should note that the program is subject to stacking rules*. Total senior government funding will be reduced to the maximum commitments under this program or may affect funding under other senior government funding programs. Note that Canada Community-Building Funds are a federal contribution for these purposes and cannot be utilized for the ultimate recipient's funding contribution to the project.

Indigenous ultimate recipients may be eligible to access additional funding from federal sources subject to approval from Canada.

* Federal stacking rules are subject to Canada's interpretation.

2. APPLICANTS

2.1 ELIGIBLE APPLICANTS

A local or regional government established by or under British Columbia statute (*municipality* or regional district for the purposes of this funding).

 Applications from improvement districts, water utilities, societies or private water systems must be made by the sponsoring regional district or municipality. Such an application will count towards the limit on number of applications described in section 1.4. If the application is successful in obtaining program funding, the ownership of the infrastructure and associated assets must be transferred to the sponsoring regional district or municipality.

Supporting documents about intent to transfer ownership should be provided with the application. An Improvement District Conversion Guide can be found here: http://www.cscd.gov.bc.ca/lgd/gov_structure/library/improvement_district_conversion_guide.pdf

Indigenous Ultimate Recipients:

- A band council within the meaning of Section 2 of the Indian Act.
- A First Nation, Inuit or Métis government or authority established pursuant to a selfgovernment agreement or a comprehensive land claim agreement between Her Majesty the Queen in Right of Canada and an Indigenous people of Canada, that has been approved, given effect, and declared valid by federal legislation;
- A First Nation, Inuit or Métis government that is established by or under legislation whether federal or provincial that incorporates a governance structure; and
- An Indigenous development corporation.

2.2 INELIGIBLE APPLICANTS

- o Federal entities, including federal Crown Corporations.
- Applicants not defined in Section 2.1.
- o Applicants not established within the Province of British Columbia.

3. PROJECTS

3.1 PROGRAM OUTCOMES

The Program supports an outcome-based rather than a project category-based approach. In addition to meeting regulatory requirements and demonstrating public benefit an eligible project must meet following **<u>outcomes</u>** set out by Infrastructure Canada:

- o Increased capacity to treat and/or manage wastewater.
- o Increased capacity to treat and/or manage stormwater.
- Increased access to potable water.
- Increased capacity to reduce and/or remediate solid waste pollutants (including landfill gases).
- o Increased capacity to reduce and/or remediate soil and/or air pollutants.

3.2 ELIGIBLE PROJECTS

The Program supports primarily public infrastructure, which is defined as "tangible capital assets in British Columbia primarily for public use and/or benefit".

To be eligible for funding, a Project must:

- a) be put forward by an eligible applicant who demonstrates that they will own and be able to operate and maintain the resulting infrastructure over the long term;
- b) meet one or more of the Program outcomes (see Section 3.1);
- c) be for the construction, renewal, rehabilitation, or material enhancement of infrastructure, excluding normal maintenance or operation;
- d) be supported by all requirements set out in Section 5;
- e) stipulate project completion date of no later than December 31, 2026;
- f) be duly authorized or endorsed by, as applicable:
 - in the case of a local government applicant, a resolution from its council/board; or in the case of an Indigenous applicant, a resolution from its band council; or council/board;

g) be for broad public use or benefit and clearly demonstrate this within the application;

h) meet or exceed any applicable energy efficiency standards for buildings outlined as below:

- exceed by 25% the energy efficiency requirements of the National Energy Code of Canada for Buildings; or
- the building will rank in the equivalent of top 25% of its building type under ENERGY STAR;

i) for publicly accessible buildings, meet or exceed the requirement of the highest published accessibility standard in a jurisdiction;

j) for First Nations applicants, a project must demonstrate that direct benefits extend beyond the reserve community and result in services being delivered to land off-reserve; and,

k) be located in the Province of British Columbia.

In addition, projects must meet these requirements:

- a) Wastewater Projects must result in wastewater effluent that meets the Wastewater Systems Effluent Regulations, or provincial regulations where there is a federal equivalency agreement in place.
- b) Drinking water projects must meet or exceed provincial requirements and standards.
- c) Solid waste diversion Projects must result in an increase in the quantity of material diverted from disposal as measured against a baseline using the *Generally Accepted Principles for Calculating Municipal Solid Waste System Flow.*
- d) Projects that reduce or remediate soil pollutants must be undertaken on properties that are contaminated, as confirmed by a Phase II Environmental Site Assessment.

3.3 INELIGIBLE PROJECTS

A project will be deemed ineligible if:

- a) the construction began or a tender has been awarded prior to the final project approval;
- b) the estimated project start date is more than 2 years after the date of application;
- c) the project will be completed after December 31, 2026;
- d) the project deals with assets owned by the Government of Canada including federal Crown Corporations;
- e) it is eligible under the federal Low Carbon Economy Fund;

- f) it is an energy retrofit project, unless the energy retrofit project is on an asset that would be considered eligible for funding under the ICIP IBA or under the National Housing Strategy;
- g) it includes investment in emergency services infrastructure;
- h) it involves relocation of whole communities; or
- i) it relates to seismic risks.

Projects may not be funded if they present risks to program funders, for example if any of the following are deemed likely:

- a high probability of the project not being able to be completed within the program timeline;
- o potential for the project to not proceed due to applicant funding difficulties;
- a high probability that the project will require a significant change in scope to proceed due to limited planning being undertaken prior to application;
- o the project may not provide the level of service identified;
- o the project does not have public support;
- First Nations within 5 km* of the project site haven't been identified;
- o the project has the potential to cause environmental or social issues;
- the applicant does not demonstrate they are able to manage, maintain and finance the project over the long term;
- Projects that has not considered climate change and its consequences such as flood, fire, drought, etc.;
- Project has a class C or D cost estimate and does not include sufficient contingency costs; and
- The application does not demonstrate that risks related to the project have been considered and mitigation measures are identified. Risk associated with implementation of value-added components in the project will not be viewed negatively.

*Applicants should use Aboriginal and Treaty Rights Information System (ATRIS) website to locate indigenous communities within 5 km of the project site.

3.5 PROJECT SIZE AND PHASING PROJECTS

Applicants should be aware that there are <u>reporting requirements</u> for this Program that must be met (see Section 9.6 for requirements).

There is no cap on the maximum allowable funding amount per project; however, consideration will be given to a fair distribution of funding. Applicants should consider whether phasing is an option where project funding would represent more than 10% of

the total funding available for the intake. Applicants should submit the project that will give them the best value for the given cost.

Where a phase is submitted for funding consideration, the phase should independently meet program outcomes.

If applying for a phase of a larger project, identify how the project will be phased. This should be demonstrated in the accompanying <u>Detailed Cost Estimate Template</u>, and the project descriptions must be organized to easily describe each of the distinct phases of the project, highlighting which phase is the subject of the funding request.

It is important to note that the approval of one phase of a project does not guarantee that other phases will receive funding.

4. COSTS

See Appendix B for examples of eligible and ineligible costs.

4.1 ELIGIBLE COSTS

Eligible costs will include the following:

- a) all costs considered to be direct and necessary for the successful implementation of an eligible project, in the opinion of Canada and British Columbia, excluding those identified under Section 4.2 (Ineligible Costs).
- b) the capital costs of constructing or renovating a tangible asset, as defined, and determined according to generally accepted accounting principles in Canada.
- c) all planning (including plans and specifications), assessment and design costs specified in the agreement such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services, to a maximum of 15% of total funding award.
- d) costs related to meeting specific Program requirements, including completing climate lens assessments (as outlined in Section 6) and creating community employment benefit plans (costs for climate lens assessments can be incurred prior to project approval, but can only be paid if and when a project is approved by both the Province and Canada for contribution funding).
- e) the costs of engineering and environmental reviews, including environmental assessments and follow-up programs and the costs of remedial activities, mitigation measures and follow-up identified in any environmental assessment.
- f) the costs of Indigenous consultation, and where appropriate, accommodation.
- g) the costs directly associated with joint federal and provincial communication activities (press releases, press conferences, translation, etc.) and with federal and provincial project signage.
- h) the incremental costs of the eligible recipient's employees related to construction of the project may be included as eligible costs under the following conditions:
 - i. The recipient is able to demonstrate that it is not economically feasible to tender a contract;
 - ii. The employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
 - iii. The arrangement is approved <u>in advance and in writing</u> by the Province and by Canada.

Eligible costs are limited to the following:

a) costs incurred between the project approval date and the project completion date set out in the Shared Cost Agreement, except for costs associated with completing climate lens assessments and creating community employment benefit plans, which are eligible before project approval, but can only be paid if and when a project is

approved by the Province and Canada and a signed Shared Cost Agreement is in place.

4.2 INELIGIBLE COSTS

The following are deemed ineligible costs:

- a) costs incurred prior to the approval of the project, except for expenditures associated with completing climate lens assessments and creating community employment benefit plans as required (but can only be paid if and when a project is approved by the Province and Canada and a signed Shared Cost Agreement is in place);
- b) costs incurred after the project completion date set out in the Shared Cost Agreement with the exception of expenditures related to audit and evaluation requirements pursuant to the agreement;
- c) costs related to developing a funding application and application supporting documentation;
- d) costs incurred for cancelled projects;
- e) costs of relocating entire communities;
- f) land acquisition;
- g) real estate and other fees related to purchasing land and buildings;
- h) financing charges, legal fees, and interest payments on loans, including those related to easements (e.g., associated surveys);
- costs associated with operating expenses and regularly scheduled maintenance work;
- j) leasing land, buildings and other facilities;
- k) leasing of equipment other than equipment directly related to the construction of the project;
- overhead costs, including salaries and other employments benefits, direct or indirect costs associated with operating expenses, administration and regularly scheduled maintenance work, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by staff, except those indicated in Eligible Expenditures;
- m) costs related to furnishing and non-fixed assets which are not essential for the operation of the asset/project;
- n) any goods and services costs which are received through donations or in kind;
- taxes for which the ultimate recipient is eligible for a tax rebate and all other costs eligible for rebates;
- p) all capital costs, including site preparation, vegetation removal and construction costs, until Canada has been satisfied that the federal requirements under the *Impact Assessment Act*, 2019 (IAA, 2019), other applicable federal environmental assessment legislation that is or may come into force during the term of the Agreement, and other applicable agreements between Canada and Indigenous groups have been met to the extent possible and continue to be met; and

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 q) all capital costs, including site preparation, vegetation removal and construction costs, until Canada is satisfied that any legal duty to consult, and where appropriate, to accommodate Indigenous groups or other federal consultation requirement, has been met and continues to be met.

5. GENERAL REQUIREMENTS

5.1 FUNDING

The applicant must demonstrate that their share of funding has been, or is being secured, and that a plan is in place to recover any cost overruns beyond budgeted contingencies. Further, the application must demonstrate that funds have been committed to operate, maintain, and plan for replacement. Also see the "Evidence of Secured Funds", "Confirmation of Funds" and "Council/Board Resolution" sub-sections under Section 6.

Local Government Recipients

- If a local government has accumulated funds in a statutory reserve to finance a share of project costs, please submit evidence of these funds as at application date and supporting information directing the use of reserve funds.
- If a local government intends to borrow a share of costs, a bylaw to authorize the borrowing of funds should receive third reading by a local government prior to submitting an application to the program. A copy of that bylaw should accompany the application.
- Municipalities that intend to borrow should also submit a Liability <u>Servicing Limit</u> <u>Certificate</u> for the amount authorized in the bylaw. Please also submit information about any sources of applicant share of project costs other than reserves or borrowing. Please note that submission of a loan authorization bylaw and supporting information as evidence under the program is separate from submission for approval by the Inspector of Municipalities. That is a separate process that must be completed when approval by the Inspector is desired. A preference may be given to projects that demonstrate secured funding.
- A financial analysis will be completed as part of the application review. Local government applicants should recognize that the success of applications may reflect the extent to which applicants have met financial criteria such as having:
 - met the deadlines for legislated financial reporting, including the financial plan, audited financial statements, Local Government Data Entry (LGDE) forms and Statement of Financial Information (SOFI);
 - submitted the financial plan to the Ministry to meet requirements of s 165 of the Community Charter for municipalities and Section 374 of the *Local Government Act* for regional districts; and
 - measures of financial stability and sustainability which may include property tax structures and development costs charge structure.

Indigenous Ultimate Recipients

- On-reserve applicants must demonstrate that their share of the funding is secured, and there is a plan in place to cover any cost overruns, ineligible costs and also for operation and maintenance.
- The applicant must provide source and amount of funding if funding from senior government is going to be used for the project.
- Off-reserve Indigenous ultimate recipients must show the "Evidence of Secured Funds", "Confirmation of Funds" and "Council/Band Resolution" and demonstrate that their share of funding has been secured and there is a plan in place to cover any cost overruns, ineligible costs and also for operation and maintenance.

5.2 APPLICATION PROCESS

All proponents must complete and submit an <u>online application</u> via the Local Government Information System (LGIS). <u>Sample application questions</u> are available on the <u>program</u> <u>website</u>.

A Business BCeID is required to set up access in LGIS. This can take up to 15 business days. New users are encouraged to start the process of requesting a BCeID as early as possible. See <u>Accessing the Online Application</u> for more details.

5.3 SELECTION PROCESS AND CRITERIA

The Program is merit based and projects are subject to a comprehensive technical ranking assessment and internal provincial review, with a list provided to the Oversight Committee and recommendations submitted to Canada for final approval.

Applicants must ensure that their application demonstrates:

- how the project will be eligible for funding (Section 3.2);
- how the project benefits align with one or more of the outcomes (Section 3.1);
- how the project is supported by community's long-term planning and management;
- how the project provides value for money during lifecycle of the infrastructure; and
- how the project is supported by sustainable management and planning.

Projects that support more than one program goals have a better chance of success; program goals are:

- Improve services to existing residents;
- provide clean drinking water;
- reduce air, soil, and water pollution;
- reduce resource consumption;

- increase adaptation and mitigation to climate change;
- enhance natural systems and ecological services; and
- support resource recovery and reuse.

The following will be considered for added value:

• Environmental Protection:

Protecting the environment is reducing the impact or damage caused by human activity.

• Enhancing the environment - support for natural systems and ecological services:

Natural assets, such as wetlands, forests and streams can provide ecological benefits that serve the community and support the environment, by storing rainwater and reducing flooding. Supporting, enhancing, and accounting for natural systems will support sustainable infrastructure delivery. It is important to undertake urban and industrial development in a way that does not negatively impact the environment, such as freshwater ecosystems and air and soil quality.

Natural assets can also provide opportunities to increase community resilience to the impacts of climate change and carbon storage to mitigate the changing climate. The BC Framework Primer on Climate Change and Asset Management (<u>AMBC Primer</u>) introduces an approach for integrating climate change considerations throughout the asset management process.

• Resource Recovery and Reuse:

Rather than losing valuable resources to the landfill or flushing them towards the ocean, resources should be recovered and reused. For example, solid and liquid waste can be reused to conserve water, recover nutrients, capture, and reuse heat (please see <u>*Closing the Loop*</u> document for further information).

• Energy Generation and Reuse:

Renewable energy supports a sustainable community and includes energy generated from waste as well as other sources such as hydropower, sunlight, wind, rain, tides, waves, etc.

Climate Change Adaptation:

Adaptation solutions can be incorporated into a project to lessen the impacts and potential damages of expected climate effects, or to benefit from opportunities associated with such effects, making a community or ecosystem more resilient to climate change. For example, an adaptation solution could be to use stormwater to restore and protect a wetland area, incorporate flood defense into a wastewater facility, or modify a drinking water intake for drought conditions.

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Climate Change Mitigation - Reduce greenhouse gases:

To reduce causal sources and the rate and depth of climate change effects, the amount and concentration of greenhouse gases released to the atmosphere must be decreased. Efforts to reduce emissions and enhance sinks are referred to as "mitigation".

Internal provincial review may include consideration of factors such as regional distribution of funding, previous funding, communities in need, and unmitigated project risks.

5.4 APPROVAL IN PRINCIPLE - REQUIREMENTS

Shortlisted projects will be given initial 'approval in principle' by the Province, which provides some assurance to applicants that funding will be received prior to having to complete these additional requirements

The following will be required to be completed to BC and Canada's satisfaction prior to Canada's approval of a project into the program:

- For all projects with total estimated eligible expenditures of \$10 million or more, a <u>climate lens</u> - greenhouse gas emissions assessment that includes a cost-per-tonne calculation as required by Canada.*
- For all projects with total estimated eligible expenditures of \$10 million or more, a climate lens - climate change resilience assessment.**
- A federal form to determine if there are any federal environmental assessment requirements that could apply to the project and if there is a requirement to consult with Indigenous Groups.
- For all projects with total estimated eligible expenditures of \$25 million or more, the expected results for community employment benefits as required by Canada, unless waived at the discretion of British Columbia (see Section 8.6 for additional information).***

The following may be required on a case-by-case basis at the discretion of British Columbia:

 For projects with total estimated eligible expenditures of \$15 million or more and a sufficiently complex nature, a Value Engineering assessment

Projects that request a contribution of more than \$50 million from federal sources, involve federal assets, or involve sole source contracting (construction contracts over \$40,000 or, for the acquisition of architectural and/or engineering services, over

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\$100,000), if shortlisted, will be subject to a request for further information to support a federal Treasury Board submission.

*Note that costs associated with greenhouse gas emissions and climate change resilience climate lens assessments will be considered as eligible as part of the funding.

**Information on the requirements for climate lens assessments can be found at: <u>https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html</u>.

***Information on the requirements for community employment benefits reporting can be found at: <u>http://www.infrastructure.gc.ca/pub/other-autre/ceb-ace-eng.html</u>.

5.5 FINAL APPROVAL REQUIREMENTS

- Projects with total estimated eligible expenditures of \$10 million or more will be subject to climate lens assessments (including a greenhouse gas emissions assessment that includes a cost-per-ton calculation and a climate change resilience assessment) to be completed to British Columbia and Canada's satisfaction prior to Canada's approval of a project for funding.
- Canada will determine requirements for Environmental/Impact Assessment and Indigenous Consultation. After Approval in Principle, proponent will be required to fill out a form to provide necessary information.
- Projects with total eligible costs of \$25 million or more are expected to provide community employment benefit as required by Canada. Rationale will be required for consideration of waiver at the discretion of the Province.

6. MANDATORY DOCUMENTS

The following **mandatory documents** (15 MB limit per document) must be clearly labeled and uploaded to LGIS as part of your <u>online application</u> by the application deadline:

- a) Council/Board/Band Council Resolution
- b) Project Location <u>.KML file</u>
- c) Detailed Cost Estimate
- d) Site Plan / Map
- e) Feasibility Study/Preliminary Design Report
- f) List and status of required licenses, permits and approvals (or indicate if not applicable); All applicable legislative or regulatory requirements will or have been met:
 - a. This includes requirements for:

1. Federal Environmental Assessment (FEA) process, provincial Environmental Assessment process; and

- 2. Requirements for Indigenous Consultation.
- g) Evidence of Secured Funds
- h) For all projects related to drinking water or wastewater: Water Conservation Plan and a copy of Council/Board/Band Council endorsement for the plan

Where attachments are longer in length, specific reference should be made to the sections of documents you wish to be included in the review.

Applicants are responsible for ensuring full and accurate information is submitted. **Applications will not be reviewed** unless all necessary information has been submitted, including mandatory documents.

The following documents may be used to support the application; however, the relevant information should be referenced within the application:

- o Partnership agreement/Letter of Support/MOU between project partners if applicable
- Options Assessment
- o Business Plan
- Cost Benefit Analysis or Other Study
- Design Drawings or Details
- Letters of Support
- Record of consultation with indigenous communities if applicable

Letters of support, partnership agreements, or memorandums of understanding from the other partners are recommended for projects done in partnership with others or that will have joint ownership. Letters from health officers are useful for projects that support public health objectives.

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Applicants should use <u>Aboriginal and Treaty Rights Information System</u> (ATRIS) website to locate indigenous communities within 5 km of the project site and determine the consultation needs.

Where a project is excluded from a review under the *Impact Assessment Act*, it may require permits or approvals from local, regional, or provincial government agencies. It is the applicant's responsibility to ensure that any additional approvals and permits are identified and/or obtained.

- The energy efficiency requirements of the <u>National Energy Code of Canada for</u> <u>Buildings 2017</u> will be met for newly constructed or materially rehabilitated infrastructure intended for use by the public, where applicable (describe the variances and plans to achieve compliance).
- For newly constructed or materially rehabilitated infrastructure intended for use by the public, the project will provide appropriate access for persons with disabilities.

Projects that are selected for funding will be required to provide additional information as outlined in Section 5.4 to British Columbia and Canada's satisfaction prior to Canada's approval of a project.

6.1 COUNCIL/BOARD/BAND COUNCIL RESOLUTION

A <u>council/board/band council resolution</u> or by-law, committing the proponent to contribute its share of the eligible project costs and all the ineligible costs, is required.

The resolution/bylaw must identify the source of the proponent's share of the project's costs. The resolution should show support for the project from a municipality's Council, a regional district Board, or an Indigenous applicant's band council (or other appropriate authorized body).

Where possible, the resolution should be submitted as part of the application package. Where the applicant is unable to submit the resolution with the application (e.g., due to timing considerations with when the Council/Board meets), it must be submitted within one month after the submission deadline. Please indicate on the application form when submission of the resolution will be expected to occur.

Projects not supported by an appropriate resolution will not be considered.

6.2 EVIDENCE OF SECURED FUNDS

Evidence that the applicant's full share of funding has been or will be secured is required. This evidence may be in the form of:

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- o recent bank statements showing that the amount is on hand;
- o a line of credit letter of approval (for non-local government entities);
- staff reports and/or resolutions of board/council directing the use of reserve funds.

Local governments who are recovering their share of funding through borrowing, this evidence may be in the form of:

- a Liability Servicing Limit Certificate indicating that borrowing is within a local government's assent free borrowing limit;
- o a loan authorization bylaw that has received third reading; and/or
- a date that borrowing has been approved through a formal public approval process and a copy of the related bylaw.

Other evidence may be accepted at the discretion of the Director or Program Lead.

A confirmation of secured funds template is available on the Program Website.

6.3 DETAILED COST ESTIMATE

A detailed cost estimate template has been provided on the Environmental Quality Program website and submission of a completed cost estimate is a mandatory document. Detailed costs estimates must include but are not limited to: an itemized description, cost per unit of measure, number of units, as well as design, engineering, contingency costs, and tax rebate breakdowns. Applicants are to identify which costs are eligible and which are ineligible and to state what class or confidence level the estimates are (e.g., class B or the level of confidence of the proposed cost). Cost estimates must be dated.

The preference is that submitted projects are planned to the degree that required works are identified, generally represented by a cost estimate of Class C (representing +/- 25-40% variability in costs) or better (Class A or B). A Class A or B cost estimate creates more certainty of the estimated costs involved.

Applicants are advised to ensure that plans are in place to cover potential cost overruns and that adequate contingencies are included within the cost estimate. Otherwise, there may be additional risk linked to the proposed project given the potential cost uncertainties

If the project is part of a larger project, the detailed cost estimate should only include the costs for the project being applied for. If a project can be broken into phases, while still meeting a program outcome, each distinct phase should be clearly broken out in the detailed cost estimate that is submitted. It is important to note that projects will be reviewed in the context of the *Impact Assessment Act* (IAA) 2019 and regulations as discussed in Section 7. Where applicable, project cost estimates should include costs to conduct an IAA study.

Projects requiring climate lens assessments as outlined in Section 5.4 should include costs to complete these and have them attested to by a qualified assessor.

IMPORTANT: It is necessary to provide **up-to-date**, **detailed**, **and complete cost estimates** and identify and account for inflation, increasing construction costs and possible delays in start and completion dates. Factors that may delay construction include: the timing of the grant announcement date, fisheries window, public consent, weather and construction seasons, delays in the IAA process, right of way negotiations, regulatory applications, Indigenous consultation, etc. It is important to plan your project to start following final project approvals which are anticipated in Spring 2023.

6.4 SITE PLAN/MAP

A site plan/map should include the location and the general layout of the works to be included in the proposed project.

6.5 PRELIMINARY DESIGN REPORT

This report should be completed by a professional with expertise relevant to the subject area (i.e., an engineer, architect, etc.) and should identify what the solution is, why it is it being recommended and should address capital and lifecycle expenditures, annual operating costs, emerging technologies, environmental considerations, and societal impacts.

6.6 LIST OF REQUIRED LICENSES, PERMITS AND APPROVALS

All applicants are required to investigate and submit a list of licenses, permits and approvals which are required for the project to proceed and they must advise on the status of any that have been applied for. This demonstrates that a project is on track and/or that the proponent has considered and commenced applications for these required items.

Note that there is now a requirement under the *Water Sustainability Act* for a water license for all users who divert and use **groundwater** from a well or dugout for nondomestic purposes. The Ministry of Environment & Climate Change's brochure provides information: <u>https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/laws-rules/gw_licensing_brochure.pdf</u>.

6.7 WATER CONSERVATION PLAN

A current, Council, Board, or Band Council endorsed Water Conservation Plan will be required for any project application related to Drinking Water or Wastewater. To meet the requirement, the plan will need to have been updated within the last five years. Please attach or provide a link to the plan and provide a copy of the Council or Board endorsement of the plan. The plan should be relevant to the area which will be served by the project.

Where a water or wastewater system is being transferred to a local government, a commitment should be included to extend the water conservation activities to the transferred system.

Drinking Water or Wastewater projects which create new infrastructure should consider how water can be used efficiently or reduced as part of the project design. Advice on creating a water conservation plan can be found here: <u>http://www.obwb.ca/water-conservation-guide-for-bc-now-available/</u>. An additional tool for exploring water conservation options is: <u>http://waterconservationcalculator.ca</u>.

BC landscape water calculator tool is: <u>https://bcwatercalculator.ca/landscape/irrigation</u>

6.8 CONTACT INFORMATION

Applications and mandatory documents will be submitted through the online LGIS application. Questions can be directed to:

Ministry of Municipal Affairs Phone: 250-387-4060 Email: infra@gov.bc.ca

6.9 IMPACT ASSESSMENT ACT, 2019 REQUIREMENTS

The *Impact Assessment Act 2019* (the Act) and its regulations are the legislative basis for the federal practice of environmental assessment. A Federal Environmental Assessment (FEA) is a process to evaluate the environmental effects and identify measures to mitigate potential adverse effects of a proposed project. The Act ensures that the environmental effects of a project are carefully reviewed before a federal department/agency decides to allow the proposed project to proceed.

Detailed information on the *Impact Assessment Act* and regulations can be found at the Impact Assessment Agency of Canada's website: <u>www.canada.ca/en/impact-assessment-agency.html</u>

All projects that receive funding through the Agreement must comply with the Act. However, since not all projects are on federal lands or affect the environment in a significant way, many projects may not require an environmental assessment under the Act. It is the responsibility of the Proponent to determine the FEA requirements and contact the relevant Federal departments, as indicated below.

6.10. How to determine if a Federal Environmental Assessment (FEA) is required

An FEA will be required under *Impact Assessment Act* 2019 if the project meets the definition of a designated project and or it is located on federal lands.

Is it a designated project?

The Project List (Also known as the *Physical Activities Regulation*) identifies types of projects that may require an assessment under the Act: <u>http://laws-lois.justice.gc.ca/eng/regulations/SOR-2012-147/page-1.html#docCont</u>.

Only projects on the designated project list require FEA or projects designated by the Minister due to potential for environmental effects or public concerns. Should the Project meet the definition of a designated project, proponents must provide to the Impact Assessment Agency of Canada a description of their proposed project to initiate the process.

Is the project on federal lands?

Projects on federal lands are subject to an assessment of environmental effects. Information must be provided to program staff on whether the project will be located on federal lands. Proponents must engage with the federal lands' owner to establish the process and requirements to meet the *Impact Assessment Act*, 2019.

For more information refer to the Impact Assessment Process Overview:

https://www.canada.ca/en/impact-assessment-agency/services/policyguidance/impact-assessment-process-overview.html

6.11 TIME AND COST CONSIDERATIONS

Time and Costs involved in completing the FEA and associated studies will depend on site accessibility and the availability of local expertise, the nature and complexity of the project, potential environmental implications, and the level of public/First Nations interest. When developing the project cost estimates, please consider the potential expenses involved in preparing a FEA.

6.12 DIALOGUE WITH ENVIRONMENTAL ÁGENCIES

For projects that require a FEA, proponents are encouraged to contact relevant federal departments or provincial ministries (e.g., Fisheries & Oceans Canada, Environment Canada - Canadian Wildlife Service or BC Ministry of Environment). A proactive discussion with such agencies during the project-planning phase will assist in identifying potential environmental impacts and necessary mitigation measures.

IMPORTANT NOTE:

- Where necessary, ICIP funding is conditional upon completion of an environmental assessment review of the project under the Act with a satisfactory outcome.
- Starting BC and Canada environmental assessments early in the planning of a
 project will assist British Columbia and the Government of Canada in discharging
 the legal duty to consult and, if appropriate, accommodate Indigenous peoples
 when the Crown contemplates conduct that might adversely impact established or
 potential Indigenous or Treaty rights.
- Successful applicants must agree to adhere to mitigation requirements as may be specified in the FEA and/or recommended by federal departments and agencies participating in the review process.
- Any changes to the scope of the project while it is underway could re-open the FEA review and cause the project to have construction delays. In addition, project scope changes need to be brought to the ICIP program staff immediately as they need the Province's approval prior to going forward with any changes to the original approved scope.

6.13 OTHER REGULATORY CONSIDERATIONS

Projects must meet all applicable federal and provincial environmental legislation and standards. Even though a project is excluded from a review under the *Impact Assessment Act*, it may require permits or approvals from local, regional, or provincial government agencies. It is the applicant's responsibility to ensure that any additional approvals and permits are obtained.

6.14 B.C. Environmental Assessment Process

Proposed projects or modifications to existing projects that are subject to the *British Columbia Environmental Assessment Act* (BCEAA) are specified in the Environmental Assessment Reviewable Project Regulations by project type, design capacity, and diversion or extraction rate. All applicants should review a copy of the regulations for information on projects that may be subject to the BCEAA. Information must be provided to EQ program staff on whether the project will be subject to BC Environmental Assessment.

Refer to BC Environmental Assessment Office's website at <u>www.eao.gov.bc.ca</u> or contact their office at:

2nd Floor 836 Yates Street PO Box 9426 Stn Prov Govt Victoria, BC V8W 9V1 Email: <u>eaoinfo@gov.bc.ca</u>

7. INDIGENOUS CONSULTATION

Proponents may be required to consult with Indigenous groups if the project is located in an area where Indigenous communities have potential or established Indigenous or Treaty rights. It is the responsibility of the Proponent to determine whether or not the project requires consultation with Indigenous groups. Applicants should check the <u>Aboriginal and Treaty Rights Information System</u> (ATRIS) to determine the presence of Indigenous communities withing 5 km of the project site.

Information must be provided to program staff on whether or not the project will be subject to Indigenous Consultation. If required, Canada must be satisfied that for each Project:

- a) Indigenous groups have been notified and, if applicable, consulted;
- b) If applicable, a summary of consultation or engagement activities has been provided, including a list of Indigenous groups consulted, concerns raised, and how each of the concerns have been addressed, or if not addressed, an explanation as to why not;
- c) Accommodation measures, where appropriate, are being carried out by British Columbia or Ultimate Recipient at their own cost; and
- d) Any other information such as consultation records has been provided that Canada may deem appropriate.

No site preparation, vegetation removal or construction will occur for a Project and Canada has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that any legal duty to consult, or other federal consultation requirement, and where appropriate, to accommodate Indigenous groups has been met and continues to be met.

For more information on British Columbia's consultation resources and consultation policy:

https://www2.gov.bc.ca/gov/content/environment/natural-resourcestewardship/consulting-with-first-nations

https://www2.gov.bc.ca/assets/gov/environment/natural-resourcestewardship/consulting-with-first-nations/firstnations/legal obligations when consulting with first nations.pdf

8. APPROVED APPLICATIONS

Successful recipients will be notified in writing if their application is approved.

The Province of British Columbia will provide a Shared Cost Agreement* to those proponents approved for funding. The Shared Cost Agreement will outline the terms and conditions associated with the funding. Funding is conditional upon the recipient signing a Shared Cost Agreement with the Province.

Shared Cost Agreements will be prepared only after the requirements described in Section 5.4 have been deemed as met by Canada.

All projects will be expected to be substantially complete within the dates set out in their Shared Cost Agreement. The third intake of the Program will support projects that can be completed within three years of the approval. Where extenuating circumstances outside the proponent's control cause project delays, an approval for extension may be considered (with projects ultimately having to be completed before December 31, 2026).

*Shared Cost Agreement or "Ultimate Recipient Agreement" means an agreement between British Columbia and the Ultimate Recipient under the ICIP.

**"Ultimate Recipient" means an entity identified under sections A.1 a) of Schedule A in Canada – British Columbia ICIP Integrated Bilateral Agreement and identified within this guide as an eligible applicant.

8.1 Assets

Within the Shared Cost Agreement, ultimate recipients will need to maintain ongoing operations and retain title to and ownership of an asset for at least five years after substantial completion, except to Canada, British Columbia or a municipal or regional government, or with Canada and the Province's consent.

8.2 SHARED COST AGREEMENT

"Shared Cost Agreement" means an agreement between the Province of British Columbia and a Recipient whereby the Province agrees to contribute financially to an approved project.

8.3 CONTRACT PROCEDURES AND PROVISIONS

"**Contract**" means a Contract between a Recipient and a Third Party whereby the latter agrees to contribute a product or service to a project in return for financial consideration which may be claimed as an Eligible Cost.

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All contracts will be awarded in a way that is fair, transparent, competitive, and consistent with value for money principles.

The following objectives for procurement activity for goods, services and construction are based on the principles of fair and open public sector procurement competition, demand aggregation, value for money, transparency, and accountability:

- o proponents receive the best value for money spent on contracts;
- vendors have fair access to information on procurement opportunities, processes and results;
- o acquisition opportunities are competed, wherever practical;
- proponents only engage in a competitive process with the full intent to award a contract at the end of that process;
- proponents are accountable for the results of their procurement decisions and the appropriateness of the processes followed;
- the cost of the procurement process, to both vendors and proponents, is appropriate in relation to the value and complexity of each procurement;
- contracts are awarded in accordance with the Canadian Free Trade Agreement and international trade agreements if applicable; and
- acquisitions are managed consistent with the policy of the Province of British Columbia (The Province of British Columbia Policies can be accessed at: <u>https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy/policies/procurement</u>).

Proponents are responsible for:

- planning, managing and fully documenting the process to acquire goods, services and construction;
- managing solicitation and contract award processes in a prudent and unbiased manner that fairly treats all potential vendors and bidders;
- ensuring that contracts for goods, services and construction are designed to provide the best value; and
- o ensuring that all acquisitions are consistent with policy and applicable legislation.

It is expected that all contracts for works associated with projects that are approved for funding will be publicly tendered. Where this is not feasible or practicable, recipients must inform, in writing, the Ministry for approval before proceeding with the project.

The Province reserves the right to review a Recipient's procurement and tendering policies relating to contracts for works associated with projects funded through this program at any time from project approval to a date three years after project completion.

Two resources are available to help applicants to achieve excellence in the awarding of contracts in a way that is transparent, competitive, and consistent with value for money principles:

- The Master Municipal Construction Documents Association (MMCD) provides its members with standardized contract documents and training programs to maximize the benefits of the documents. The Province of British Columbia encourages British Columbia Municipalities to use the Master Municipal Construction Documents for the construction of municipal services. Many B.C. local governments have been, and continue to, subscribe to the MMCD documents, certification, training, and procedures. For further information about MMCD access its website at: www.mmcd.net/.
- BC Bid, the e-Procurement site of the Province of British Columbia can be accessed at: <u>www.bcbid.gov.bc.ca/open.dll/welcome</u>.

8.4 CHANGES OR VARIATIONS TO AN APPROVED PROJECT

Applicants need to advise the Ministry, **in writing**, of any variation from the approved project. **Before** any changes are implemented, they must be approved by the Ministry. Changes that require written approval are those that deviate from the Shared Cost Agreement, general project description/scope or project completion date. Costs that are outside of the current terms of the contract may not be able to be reimbursed.

Program staff will adjust future claims and/or require the provincial government to be reimbursed if any costs that have been reimbursed are subsequently found to be ineligible.

8.5 COST OVERRUNS

The Program will be fully allocated and oversubscribed. Recipients of grant funding will be responsible for managing project risks, including cost increases, as the Program is not designed to deal with cost overruns. Any project cost increases will be the responsibility of the Ultimate Recipient.

8.6 REPORTING

Successful applicants will be required to submit the following reporting documents:

- Periodic Progress Report
- Budget Forecast Report
- Claim
- Final report

A Periodic Progress Report will be required quarterly, and a Budget Forecast Report will be required monthly or upon request by the Province. These reports update the federal and provincial agencies regarding timelines, percentage completion, milestones, forecasting and other information regarding the project.

These reports must be completed and submitted online using the Local Government Information System (LGIS). To access the online reporting users must have a Business BCeID credential and password.

For more information on BCeID access requirements, see <u>Accessing the Online</u> <u>Application</u>.

Conditions will be included in the Shared Cost Agreement which will require the Ultimate Recipient of the grant to conduct activities or prepare documentation related to best practice and sustainable infrastructure management. Claim payments will be conditional on meeting these requirements.

Examples of condition requirements that have been included in past programs include*:

- Confirmation that required permits have been received and/or that the design and construction meets associated regulatory requirements;
- o A list of energy efficient features and equipment used in the project;
- For projects that develop a new groundwater source, use of best practices as detailed in the Province's Well Head Protection Toolkit, including a Wellhead Protection Plan;
- A summary of the state of asset management practice within the organization in reference to the Asset Management BC Roadmap and/or AssetSMART 2.0
- Confirmation that the system and operators are or will be certified under the BCEOCP;
- o Completion of a council or board endorsed Water Conservation Plan;
- A plan demonstrating how the community is working towards and planning for sustainable wastewater management;
- Confirmation that a new building exceeds the energy requirements under the National Energy Code for Buildings by at least 25%;
- Confirmation that bylaws are in place regarding the decommissioning of on-site sewage on properties connected to the community sewage collection system and requiring community sewer for smaller properties or a Liquid Waste Management Plan that identifies decentralized wastewater management;
- A plan or strategy to manage stormwater/rainwater;
- An asset renewal profile for the asset group related to the project.

* This is not a comprehensive list of all potential condition requirements and others may be added or substituted at the discretion of the Province.

Applicants will be required to report on the following federal targets which are applicable to the project:

- Reduce by forty percent (40%) the number of long-term drinking water advisories in non-reserve communities
- Increase the number of wastewater systems achieving compliance with federal effluent regulations: from ninety-eight percent (98%) to one hundred percent (100%) for high-risk wastewater systems, and from ninety percent (90%) to one hundred percent (100%) for medium-risk wastewater systems
- Contribute to a national ten mega-tonne (10 mT) reduction of greenhouse gas emissions

Projects with total estimated eligible expenditures of \$25 million or more will need to report on community employment benefits provided to at least three (3) federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, new Canadians, or small- medium-sized enterprises and social enterprises). This requirement may be waived at the discretion of British Columbia for applicants with lower capacity to capture this information with specific rationale.

Applicants must ensure that they collect and are able to provide data on the applicable performance indicators related to Outcomes and associated Targets (listed in Appendix A).

A Final Report detailing project performance must be completed and submitted with the final claim upon project completion.

8.7 CLAIMS

To receive both the federal and provincial governments' contributions for approved projects, claims must be submitted for eligible costs to the Ministry. Only costs incurred, paid and consistent with and comparable to those identified in the signed shared cost agreement are eligible for reimbursement. Where multiple projects are ongoing (e.g., through different grant funding programs or through a phased approach), please ensure that claims are specific to the approved project only.

Claims must be completed and submitted online using the Local Government Information System (LGIS). The online claim form requires summary of expenditures information, including name of payee, date paid, work rendered start/end dates, invoice number, invoice date, etc. Current progress reports must be submitted online to the Ministry via LGIS for claim reimbursement. All projects are subject to site visits and audit at any time during the project and up to the later of the end date of the Integrated Bilateral Agreement for ICIP between Canada and British Columbia or up to three years after the final settlement of accounts.

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To access LGIS, users must have a Business BCeID credential and password. For more information on BCeID access requirements, see <u>Accessing the Online Application</u>.

8.8 ACCOUNTING RECORDS

Applicants must maintain acceptable accounting records that clearly disclose the nature and amounts of the different items of cost pertaining to the project. These records should include both the records of original entry and supporting documents of the applicant, divisions, or related parties, and any third party, named in the application or contract, as appropriate to the project. Applicants must retain accounting records for a minimum of six years after the end date of the Integrated Bilateral Agreement for ICIP between Canada and British Columbia.

Failure to keep acceptable accounting records and tender documents may result in a cessation or interruption in funding and impact future funding.

The Province can require applicants to provide details of the types and amounts of all fees for consultants and contractors.

8.9 COMMUNICATIONS

Procedures for Communications

An important aspect of the program is to communicate its impact in helping improve the quality of life in British Columbia communities. The purpose of joint communications activities is to provide information on the Program to the public in a well-planned, appropriate, timely and consistent manner that recognizes the benefits of the initiative and the contribution of all parties.

A <u>communications protocol</u> will be set out within the Shared Cost Agreement. Signage recognizing funding contributions should be prepared according to <u>ICIP</u> <u>signage guidelines</u>.

Timeline for Public Events

Please contact the provincial Ministry for your project at least **20 working days** prior to any scheduled public events. The federal and provincial Ministers, or their designated representatives, regularly participate in the events, thus need time to schedule for such an occasion.

APPENDIX A – Federal Program Outcomes & Targets

Ultimate recipients are required to report on outcomes and associated targets through the Province to Canada for the ICIP – Green Infrastructure – Environmental Quality Sub-Stream projects completed in BC. Below are the federal outcomes and targets that are associated with this program for ease of reference.

Environmental Quality Outcomes:

Increased capacity to treat and/or manage wastewater

Increased capacity to treat and/or manage stormwater

Increased access to potable water

Increased capacity to divert or manage solid waste (including landfill gases)

Increased capacity to reduce and/or remediate soil and/or air pollutants

Targets Relevant to the Environmental Quality Sub-Stream*:

Reduce by forty percent (40%) the number of long-term drinking water advisories in non-reserve communities.

Increase the number of wastewater systems achieving compliance with federal effluent regulations: from ninety-eight percent (98%) to one hundred percent (100%) for high-risk wastewater systems, and from ninety percent (90%) to one hundred percent (100%) for medium-risk wastewater systems.

Contribute to a national ten mega-tonne (10 mT) reduction of greenhouse gas emissions.

Ensure one hundred percent (100%) of federally funded public-facing infrastructure meets the highest published applicable accessibility standard in a respective jurisdiction.

*Not all targets will be applicable to every project. Some projects that are eligible under the program outcomes may not have a corresponding target (i.e., soil remediation).

APPENDIX B – Examples of Eligible Costs and Ineligible Costs

<u>Please note:</u> The following are examples only and are based on staff knowledge of past federal-provincial programs and program criteria. The determination of whether costs are eligible will ultimately rest with program staff. If a cost is not listed below, contact program staff prior to undertaking associated work. (See Section 6.8 for contact information)

General

ELIGIBLE	INELIGIBLE		
 Costs paid under contract for goods or services considered to be direct and necessary to implement the project 	 Any unpaid costs including invoices or holdbacks Accrued costs Any goods or services costs which are received through donations or in kind 		
 Costs incurred after approval and on or before the project completion date stipulated in the Shared Cost Agreement and deemed properly and reasonably incurred 	 Costs incurred prior to approval date and after project completion date as stipulated in the Shared Cost Agreement (with the exception of costs to complete climate lens assessments which are eligible prior to grant award if the project is successful in obtaining funding through the program) 		
Capital costs as defined by Generally Accepted Accounting Principles (except capital costs included in INELIGIBLE COSTS)	 Services or works normally provided by the Recipient, including: overhead costs salaries and other employment benefits of any employees of the Recipient <u>unless pre-approved by</u> <u>the Ministry and specifically</u> <u>related to the project</u> leasing of equipment except that directly related to the construction of the project purchasing equipment accounting fees incurred in the normal course of operation auditing fees incurred in the normal course of operation operating expenses and regularly scheduled maintenance 		
	 Land acquisition and real estate fees: leasing land, buildings and other facilities and related costs 		

ELIGIBLE	INELIGIBLE		
	 Financing charges, loan interest payments legal fees (including those related to easements) 		
	 Taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates 		

Environmental Assessment/Indigenous Consultation Costs

	ELIGIBLE	INELIGIBLE
•	Environmental reviews	
•	Environmental costs	
•	Remedial activities	
•	Mitigation measures	
•	Indigenous consultation	

Climate Change Lens Assessment Costs

	ELIGIBLE	INELIGIBLE
•	Greenhouse Gas Emissions	
	Assessment when indicated required	
	in Section 5 of the Guide	
•	Climate Resilience Assessment when	
	indicated required in Section 5 of the	
	Guide	

Design / Engineering Costs

	ELIGIBLE		INELIGIBLE
•	Fees paid to professionals, technical		
	personnel, consultants, and		
	contractors specifically engaged to		
	undertake the surveying, design, and		
	engineering of a project		
•	Accommodation costs included in	•	Any legal fees including those for land
	consulting fees or disbursement for out		transfers (easements, Right of Way)
	of town/province professionals		

Construction/Materials Costs

ELIGIBLE	INELIGIBLE
	 Cost of purchasing land and associated real estate and other fees Value of donated land Interim financing and interest costs Appraisal fees Land title fees Leasing of land or facilities Building permit charged by proponent to itself Development cost charges
Insurance related to constructi	
Project management fees	
 Material testing necessary to p suitability of soils and specified structural elements 	
 Fencing for the construction si 	te
Permanent fencing	
Towing heavy equipment to an the construction site	
Security guard & First Aid attention (contracted for construction pre-	oject) • First aid courses
 Furniture and/or equipment es for operation of the project 	 Tools (e.g. hammer, saw, shovel, rakes, gloves) Furnishing and non-fixed assets which are not essential for the operation of the asset/project
 Utility, electrical, sanitary sewer storm sewer set-up/connection services to the site property lin 	project and related structures
 Safety equipment to be kept a project site (e.g., safety goggle beakers, eye wash bottles, late gloves, UV lamp, vacuum han forceps, etc.) 	t the es, ex d pump,
 Fire protection equipment as reby the fire department 	equired
Third party (contractor) rental of trailer/site office	of a
Permanently installed 2-way range of the phone system for facility	phone/internet
	Contributions in kind
 Fuel costs for rental equipmen 	Vehicle maintenance and fuel costs

ELIGIBLE	INELIGIBLE
 Temporary construction or permanent signage, specific to the project 	 General construction signs (e.g., detour, street closed)
 Relocation/renovation kiosk signs for public information 	Temporary "Hours of Business" signs
 Surveys necessary to determine the site's suitability for the intended purpose 	Any other surveys except to determine the site's suitability
Demolition of unwanted structures from the site	
Landscaping to restore construction site to original state following construction	 Maintaining landscaping
 Installation of landscaping Newspaper/radio ads related to contract tenders and contract award notifications; or public safety, road closure or service interruption notices related to the project 	
 Printing and distribution costs for public information materials regarding the project 	
 Printing costs for preparing contract documents or tenders, blueprints, plans/drawings 	
Courier services, specific to project e.g., delivering drawings/designs	
 Paving of access and curb cuts 	

Communication Activities Costs

ELIGIBLE	INELIGIBLE
 Any costs reasonably incurred to undertake joint federal and provincial communication activities, such as, but not limited to: federal or provincial funding recognition signage permanent commemorative plaques A/V rental and set up costs event equipment rental and set up costs, such as stage and podium for joint events event photography 	 Media consultant Event planners Gifts Hospitality costs, such as, but not limited to: food/beverages liquor entertainment



To:	General Purposes Committee	Date: February 4, 2022
From:	Grant Fengstad Director, Information Technology	File:
Re:	Award of Contract 7074P to Radical I/O Techno Mobile App Development	logy Inc. for MyRichmond

Staff Recommendation

- 1. That contract 7074P MyRichmond Mobile Application Project estimated at \$570,000.00, exclusive of taxes, be awarded to Radical I/O Technology Inc. for mobile application development as part of the City's Digital Strategy implementation; and
- 2. That the Chief Administrative Officer and the Acting General Manager, Finance and Corporate Services be authorized to execute the contract with Radical I/O Technology Inc.

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

Att. 1: Request for Proposals 7074P MyRichmond Mobile Application Project

REPORT CONCURRENCE			
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER	
Purchasing Finance Department Recreation Services Corporate Communications Corporate Business Service Solutions Public Works	<u></u>	Acting GM, F&CS	
SENIOR STAFF REPORT REVIEW	INITIALS:	APPROVED BY CAO	

Staff Report

Origin

The City continues its advancement to the forefront of technological innovation through the implementation of the Council-endorsed Digital Strategy. This strategy was created through the guidance of the CAO to propel Richmond to be a leading municipality in the use of technology to enable capabilities of service delivery and business processes. A key component of this strategy included a mobile application that fully integrates all systems while ensuring citizens of Richmond have a cohesive, seamless customer experience.

Complementing the MyRichmond web portal that was launched in 2018, the mobile application will offer high quality and seamless mobile experience to our customers when accessing information relating to the City's services using mobile devices. The mobile application will also integrate onboard device capabilities such as biometric authentication, mobile push notification, GPS geolocation, and camera functionality with relevant City services to provide a modern and intuitive user experience.

To develop the mobile app component of the Digital Strategy, the City's Information Technology Department consulted other City departments such as Finance, Corporate Communications and Marketing, Public Works, Recreation and Sport Services and Corporate Business Service Solutions to determine the business and operational requirements subsequently reflected in a Request for Proposals process (RFP 7074P - MyRichmond Mobile Application Project).

The purpose of this report is to present the results of the Request for Proposals process and to seek Council approval to award a contract to Radical I/O Technology Inc.

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

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

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

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

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

8.1 Increased opportunities for public engagement.

8.2 Ensure citizens are well-informed with timely, accurate, and easily accessible communication using a variety of methods and tools.

Analysis

RFP Process

A Request for Proposals (7074P) was posted to BC Bid on March 25, 2021, and closed on May 6, 2021. Four proposals were received by the closing date from the following proponents:

- 1. 4Technoze Ltd.
- 2. Digital Sarthi Software Solution Ltd.
- 3. Radical I/O Technology Inc.
- 4. Vog App Developers Inc.

Evaluation Process

The proposals were evaluated by a staff team based on the following criteria identified in the RFP:

- Proponent Qualifications
- Proponent Ability to Perform the Work
- Quality of Proposal
- Value to the City

Table 1 is a summary of the financial proposals received and scores awarded by the evaluation team based on the criteria listed above.

Table 1 – Evaluation Summary

Proponent	4Technoze Ltd.	Digital Sarthi Software	Radical I/O Technology Inc.	Vog App Developers Inc.
	2	Solution Ltd.		F
Development Costs	\$431,080.00	\$320,391.00	\$779,300.00	\$466,820.00
Total Licensing and	\$756,974.50	\$1,581,235.83	\$0.00	\$471,531.50
Mainte nance Costs				
(over 10 years)				
Total Cost	\$1,188,054.50	\$1,901,626,83	\$779,300.00*	\$938,351.50
Evaluation Score	47.1%	28.9%	75.9%	51.8%

*Initial financial proposal

The evaluation process resulted in Radical I/O being identified as the highest scoring proponent. Despite proposing lower costs for initial development, the proposals received from 4Technoze, Digital Sarthi Software Solution, and Vog App Developers all included ongoing licensing and maintenance fees that will increase the total costs to the City over a 10-year term.

Staff met with Radical I/O as the lead proponent to discuss how the project could further be optimized without compromising the functional requirements identified in the RFP. This resulted in the total cost of the contract being reduced from \$779,300 to \$570,000 through:

- 1. Consolidating the project to have a single public launch of the mobile application instead of two;
- 2. Reducing the allocated budget for a planned retrospective and change requests exercise by integrating product reviews and demonstration within the development process;
- 3. Reduction in testing costs by having City staff perform some of the required quality assurance activities;
- 4. Expanding development timeline to reduce the vendor's headcounts working on the project; and
- 5. Clarifying and simplifying technical requirements.

The recommended contract award will be a fixed price contract where City staff and Radical I/O will collaborate to fulfill the scope of work described in the RFP over a 6-month timeline. Radical I/O is a local software development company that has worked with the City on past projects such as the MyRichmond Web Portal, Traffic Camera Footage Request System, and MyBusiness component of MyRichmond.

The MyRichmond mobile app is expected to provide value and service to the City for at least ten years. The mobile app extends the capabilities of MyRichmond to a mobile platform and enables key capabilities on mobile devices.

Corporate policies and procedures have been followed in the soliciting and award of this contract.

Financial Impact

This project will be funded from the 2019 Council-approved capital project Digital Strategy Implementation (account 1762-40-000-00000-0000-CITY-CY00044).

Table 1Estimated Cost to Complete the Project

Approved Budget	
Capital account 1762-40-000-00000-0000-CITY-CY00044	\$900,000.00
Total Approved Budget	\$900,000.00
Estimated Capital Costs	
Contract 7074P – MyRichmond Mobile Application Project - Account Code: Capital account 1762-40-000-00000-0000-CITY-CY00044	\$570,000.00
Contingency	\$30,000.00
Total Estimated Project Capital Costs	\$600,000.00
Funds Remaining	\$300,000.00

Conclusion

This report presents the summary results for Contract 7074P – MyRichmond Mobile Application Project. Based on staff's review and evaluation, Radical I/O Technology Inc. can best deliver the scope of work described in the RFP. Staff recommends awarding a contract to Radical I/O Technology Inc. for \$570,000.00, (exclusive of taxes).

Charles C. Leung Business Analyst, Information Technology (604-276-4319)

cl:CL



Request for Proposals

Finance and Corporate Services Division Purchasing Section

Request for Proposals 7074P MyRichmond Mobile Application Project

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1. Introduction

1.1 The Project

The City of Richmond (the "**City**") is proposing to engage a service provider capable of developing a new version of the City's MyRichmond mobile application that will be made available on iOS and Android platforms (the "**Project**"), as described in the Contract Documents. The end product will be a pair of natively built mobile applications that provide Customers with enhanced user functionality to process day-to-day transactional services and improve a customer's experience with the City.

1.2 Objective of this RFP

The objective of this Request for Proposals (this "**RFP**") is to invite qualified Proponents to each submit a competitive proposal (a "**Proposal**") for the performance of the Work.

1.3 Definitions

Throughout this RFP the following definitions apply:

- a) "<u>Addendum</u>" has the meaning set out in Section 2.5 of this RFP;
- b) "<u>Bidding System</u>" means the electronic system used by the City for its competitive bids and proposals at the following website <u>https://richmond.bidsandtenders.ca/Module/Tenders/en</u>, which is required to be used for all submissions from Proponents;
- c) "<u>City</u>" has the meaning set out in Section 1.1 of this RFP;
- d) "<u>Claim</u>" has the meaning set out in Section 7.6a) of this RFP;
- e) "<u>Closing Time</u>" has the meaning set out in Section 2.2 of this RFP;
- f) "<u>Contract</u>" means the final written contract between the City and a Proponent for the performance of the Work, entered into in accordance with this RFP, based on the draft Contract Documents;
- g) "<u>Contract Documents</u>" means the contract documents included as Appendix 3 – Draft Contract Documents to this RFP;
- h) "<u>Contractor</u>" means a Proponent after it has entered into the Contract;
- i) "<u>Evaluation Committee</u>" has the meaning set out in Section 5.1 of this RFP;
- j) "<u>FOIPPA</u>" has the meaning set out in Section 7.11 of this RFP;

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- 1) "<u>Project</u>" has the meaning set out in Section 1.1 of this RFP;
- m) "<u>Proponent</u>" has the meaning set out in Section 1.4 of this RFP;
- n) "<u>Proposal</u>" has the meaning set out in Section 1.2 of this RFP;
- o) "<u>Proposal Price</u>" means the price(s) set out in the Proposal submitted through the Bidding System, applied in accordance with the terms of the Contract, which represent the entire cost to the City for the complete performance of the Work;
- p) "<u>Q&As</u>" has the meaning set out in Section 2.3b) of this RFP;
- q) "<u>Reference Information</u>" has the meaning set out in Section 2.6 of this RFP;
- r) "<u>RFP</u>" has the meaning set out in Section 1.2 of this RFP;
- s) "<u>System Time</u>" means the time on the Bidding System's web clock; and
- "<u>Work</u>" means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Contractor to complete and perform the work set out in Appendix 4 attached hereto, and its obligations set out in the Contract, all in accordance with the terms and conditions of the Contract.
- 1.4 Eligible Proponents

Any interested Person (each, a "**Proponent**") may submit a Proposal in response to this RFP.

1.5 Bidding System Registration

In order to participate in this RFP opportunity, a Proponent must have a Bidding System "vendor account" and be registered as a "plan taker" for this RFP opportunity, which will enable the Proponent to download this RFP, to receive Addenda email notifications and download Addenda, to download all documents without the watermark "preview" on them, and to submit a Proposal through the Bidding System.

To obtain documents online please visit http://Richmond.bidsandProposals.ca. You can preview the RFP documents with a preview watermark prior to registering for the

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opportunity to participate in this RFP. Documents are not provided in any other manner.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Proponent has obtained this RFP from a third party, the onus is on the Proponent to create a Bidding System "vendor account" and be registered as a "plan taker" for this RFP opportunity at http://Richmond.bidsandProposals.ca.

1.6 Bidding System Account Contact Names

Proponents are strongly urged when creating or updating a Bidding System "vendor account" to invite additional contacts to the vendor profile. This will permit invited contacts, after they use the invitation to create a login, to manage (register, submit, edit and withdraw) Proposals, in accordance with the terms and conditions of this RFP, which the Proponent is a registered "plan taker" for. In the event of vacations or illness, these additional contacts may act on the Proponent's behalf, have the authority to receive Addendum notifications through the Bidding System, submit Proposals electronically through the Bidding System, withdraw and/or edit Proposals, and/or acknowledge Addenda.

2. Submission Instructions and Requirements

2.1 Submission of Proposals

Proposals should be delivered to the City by electronic submission through the Bidding System. The City will not accept hardcopy submission, or electronic submission through email, faxes or any other means other than through the Bidding System.

Proposals should be submitted in accordance with the Bidding System submission requirements and instructions for this RFP opportunity, which can be reviewed at <u>http://Richmond.bidsandtenders.ca</u>, and any instructions or requirements set out in Appendix 1 attached hereto.

The City recommends that Proponents take advantage of the Bidding System feature to preview uploaded documents prior to submission. By doing so, a Proponent may avoid an error that could occur by the Proponent uploading an incorrect or unreadable file, which could render their submission non-compliant.

2.2 Closing Time

An electronic submission of a Proposal must be received through the Bidding System by **Thursday April 29, 2021 by no later than 12:00PM** (the "**Closing Time**"). Proposals received after the Closing Time are not permitted by the Bidding System and will not be considered. The

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definitive time for the purpose of this section, as well as any amendments or withdrawals of a Proposal, will be the System Time.

It is the sole responsibility of each Proponent to ensure that its Proposal is delivered by the Closing Time. The Bidding System will send a confirmation email to the Proponent advising that their Proposal was submitted successfully. If a confirmation email is not received or if a Proponent encounters any problems with the Bidding System, they should contact bids&tenders support using the contact information listed below, at least twenty-four (24) hours prior to the Closing Time:

support@bidsandtenders.ca

2.3 Enquiries and Responses

Enquires related to this RFP must be submitted through the Bidding System by clicking on the "Submit a Question" button for this specific RFP opportunity. Information obtained from any other source is not binding on the City and should not be relied upon as part of the RFP process. An enquiry deadline may be identified for this RFP and will be posted on the Bidding System.

The following will apply to any enquiry:

- a) the City reserves the right to decline to provide a response to an enquiry, considering fairness to all Proponents and the integrity of this competitive procurement process;
- b) subject to Section 2.3d) any reply from the City to an enquiry will be in the form of either:
 - 1. an email to the designated contact person for each Proponent as a question and answer as part of a question and answer series for this RFP ("Q&As"); or
 - 2. an Addendum posted on the Bidding System, together with an email notification to the designated contact person for each Proponent; and
- c) subject to Section 2.3a) of this RFP, any enquiry and its response may, in the City's sole and absolute discretion, be distributed to all Proponents; and
- d) notwithstanding Section 2.3b), the City reserves the right, at its sole and absolute discretion, to send a reply to an enquiry only to the Proponent who submitted the enquiry.

Proponents are encouraged to submit enquiries at an early date, and in any event prior to the date and time provided in the Bidding System for this specific RFP opportunity, so as to permit time for consideration by the

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City. Notwithstanding the foregoing, the City reserves the right to respond to enquiries submitted after the date and time shown in the Bidding System for this specific RFP opportunity.

2.4 Electronic Transmission

The City does not assume any risk or responsibility or liability, including in contract or tort (including negligence), whatsoever to any Proponent:

- a) for ensuring that the Bidding System is in good working order, or able to receive transmissions, such that a Proponent's electronic Proposal submission cannot be received;
- b) for errors, problems or technical difficulties with respect to a Proponent's electronic transmission, including the transmission of an electronic copy of its Proposal;
- c) that a Proponent's electronic transmission, including the transmission of an electronic copy of its Proposal, is received by the Bidding System in its entirety or within any time limit specified by this RFP.

Proponents are cautioned that the timing of their Proposal submission is based on when the Proposal is received by the Bidding System, not when a Proposal is submitted, as Proposal transmission can be delayed due to file transfer size, transmission speed, etc. For the above reasons, it is recommended that sufficient time be given to complete a Proposal submission and to resolve any issues that may arise.

- 2.5 Addenda
 - a) The City may, in its sole and absolute discretion, amend this RFP at any time up to the Closing Time by issuing a written addendum (an "Addendum"). The City will post all Addenda on the Bidding System. Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to enquiries as part of Q&As pursuant to Section 2.3 of this RFP, will be included in or in any way amend this RFP.
 - b) Proponents shall acknowledge receipt of any Addenda through the Bidding System by checking a box for each Addenda and any applicable attachment.
 - c) It is the sole responsibility of each Proponent to ensure that it has received all issued Addenda before submitting a Proposal. Proponents should check online at <u>https://Richmond.bidsandtenders.ca</u> prior to submitting their

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Proposal and up until Closing Time in the event additional Addenda are issued.

- d) If a Proponent submits their Proposal prior to the Closing Time and an Addenda have been issued, the Bidding System shall withdraw the Proposal submission and the Proposal status will change to an incomplete status. The Proponent can view this status change in the "my bids" section of the Bidding System. The Proponent is solely responsible to:
 - i) make any required adjustments to their Proposal; and
 - ii) acknowledge the Addenda; and
 - iii) ensure the re-submitted Proposal is received by the Bidding System no later than the Closing Time.
- 2.6 Reference Information Including Q&As

Any:

- a) information included in Q&As issued by the City under Section 2.3b) of this RFP; and
- b) information made available to Proponents prior to the Closing Time by the City or representatives of the City (such as, for illustration purposes only, site information, geotechnical or subsurface reports or record drawings), which is not expressly included in the draft Contract Documents

(collectively, "Reference Information"),

is provided for information only. Such information is made available only for the reference and assistance of Proponents who must make their own judgment about its reliability, accuracy, completeness and relevance to the Contract, and nothing will be interpreted as meaning that the City or any representative of the City gives any guarantee or representation that the Reference Information is reliable, accurate, complete or relevant.

It is the sole responsibility of each Proponent to ensure that it has received all Reference Information before submitting a Proposal.

2.7 Revisions and Withdrawal Prior to Closing Time

Proponents may edit or withdraw their submitted Proposal prior to the Closing Time, but not after. The Proponent is solely responsible to ensure that any edited Proposal is re-submitted and is received by the Bidding System by the Closing Time.

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- 2.8 Not used.
- 2.9 Not used.
- 2.10 Interpretation of Contract Documents

Proponents finding any contradictions or inconsistencies in this RFT, the Bidding System, or in the Contract Documents or its provisions, or having doubts as to the meaning or intent of any provisions, should immediately notify the City through the Bidding System, if prior to the Closing Time, by clicking on the "Submit a Question" button for this specific bidding opportunity, or by email to the City, if after the Closing Time, to purchasing@richmond.ca. If the City considers it necessary, the City may issue written Addenda to provide clarification(s) of the RFT, the Bidding System, or the Contract Documents in accordance with Section 2.5. No oral interpretation or representation from the City or any representative of the City will affect, alter or amend any provision of the RFP, the Bidding System or Contract Documents.

2.11 Proposed Amendments to Commercial Terms

The draft Contract Documents describe the proposed commercial terms for the Contract, including payment and invoicing terms. If a Proponent includes a proposed amendment to the commercial terms with its Proposal, then the Proponent should also include in its Proposal the rationale and the benefit to the City (such as the amount of cost-savings), if any, for the proposed amendment. By submitting a Proposal, a Proponent will be deemed to have fully accepted all the commercial terms for the Contract as described by the draft Contract Documents, except as may be expressly described otherwise in the Proposal.

2.12 Alternatives

The draft Contract Documents may include specifications for the performance of the Work and may include drawings for the design of the Work, if applicable. A Proponent may submit a Proposal based on such specifications and design or may, in addition to, or in substitution for any element of the specifications or design or both as described in the draft Contract Documents, propose specification or design alterations, modifications or amendments. A Proponent should clearly identify in its Proposal any proposed specification or design alteration, modification or amendment, including the rationale and the benefit to the City (such as the amount of cost-savings or superior performance), if any, for each alteration, modification or amendment. By submitting a Proposal, a Proponent will be deemed to have fully accepted and to have agreed to fully comply with the specifications and design as described in the draft Contract Documents, except as may be expressly described otherwise in the Proposal.

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2.13 Not used.

3. Information Meeting and Site Conditions

3.1 Information Meeting

Not used.

3.2 Site Conditions

Proponents, either personally or through a representative, have the responsibility to be knowledgeable of the site where the Work will be performed before submitting a Proposal and to be familiar with, and make allowance for, all factors relating to the site that might affect the performance of the Work, including the location of the site, local conditions related to the Work, geotechnical and subsurface conditions, site drainage, site access, local weather, availability of labour, equipment and materials and any other relevant matters. By submitting a Proposal, a Proponent will be deemed to have undertaken any required inspection and to have taken account of all such factors in the preparation of its Proposal. No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the site or factors as described in this Section 3.2 which were reasonably foreseeable by a contractor qualified to undertake the Work that was knowledgeable of, and had inspected, the site and considered the factors listed in this Section 3.2.

4. Proposal Price

- 4.1 Not used.
- 4.2 Not used.

5. Evaluation of Proposals

5.1 Evaluation Committee

The evaluation of Proposals will be carried out by a committee appointed by the City (the "**Evaluation Committee**"). The Evaluation Committee may be assisted by other persons as the Evaluation Committee may decide it requires, including technical, financial, legal and other advisors of the City, whether internal or external, or employees of the City.

5.2 Evaluation Criteria

The Evaluation Committee will compare and evaluate the Proposals to identify the Proposal which the Evaluation Committee judges to be the most advantageous to the City. The Evaluation Committee will determine which Proposal is the most advantageous to the City with reference to the

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criteria and weightings described in Appendix 2 – Evaluation Criteria and Weightings to this RFP.

It is anticipated that the Proponent that is evaluated to have the highest weighting and/or be the most advantageous to the City having regard to the considerations described in Appendix 2 – Evaluation Criteria and Weightings to this RFP will be selected, but the City reserves the right for the Evaluation Committee to decline to recommend any Proponent which the Evaluation Committee, acting reasonably and fairly, determines would, if selected, result in greater overall cost or material risk to the City as compared to another Proponent, considering any relevant factors, including a Proponent's financial resources, safety record, claims and litigation history, work history and environmental record.

5.3 Evaluation Process

To assist in the evaluation of Proposals, the Evaluation Committee may, in its sole and absolute discretion, but is not required to:

- a) conduct reference checks, background investigations, financial due diligence and litigation searches of the Proponent, inclusive of the Proponent's directors/officers and key individuals, and any subcontractors proposed in the Proposal, with internal and/or external sources (including, for certainty, other employees of the City or consultants and advisors of the City), and consider and rely on any relevant information received from the references and from any such investigations in the evaluation of Proposals;
- b) seek clarification or additional information (including missing submittals or amendments) from any, some, or all Proponents with respect to their Proposal, and consider and rely on such supplementary information in the evaluation of Proposals;
- request interviews/presentations with any, some, or all Proponents to clarify any questions or considerations based on the information included in Proposals, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Proposals;
- request samples or demonstrations from any, some, or all Proponents, and consider and rely on any relevant information received from the samples and demonstrations in the evaluation of Proposals; and
- e) request an onsite visit or investigation of any proposed facilities or locations determined to be a part of the Work.

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In conducting an evaluation:

- a) the Evaluation Committee will not be required to complete a detailed evaluation of all Proposals and may, after completing a preliminary review of all Proposals, identify and drop from any detailed evaluation any Proposal which the Evaluation Committee judges to not be in contention to be selected when compared to the other Proposals;
- b) the Evaluation Committee may, but is not obligated to, review or take into consideration, any information contained in URL links or websites referred to in a Proposal;
- c) notwithstanding Section 2.11 of this RFP, the Evaluation Committee may drop from evaluation a Proposal which the Evaluation Committee judges to contain material proposed amendments that do not offer sufficient benefits or will result in prejudice to the City; and
- d) notwithstanding Section 2.12 of this RFP, the Evaluation Committee may drop from evaluation a Proposal which the Evaluation Committee judges to contain material proposed specification or design alterations, modifications or amendments that do not offer sufficient benefits or will result in prejudice to the City.
- 5.5 Reservation of Rights

Notwithstanding any other provision in this RFP, any practice or custom in the industry, or procedures and guidelines recommended for use on publicly funded projects, the City reserves the unfettered right, in its sole and absolute discretion, to:

- a) at any time, for any reason, reject any or all Proposals and terminate the process under this RFP, and proceed with the Work as described in this RFP in some other manner, including reissue a request for proposals or undertake another procurement process for the same or similar scope of Work, upon the same or different terms and conditions;
- b) review, or take into consideration, any information contained in URL links or websites referred to in a Proposal, but is not obligated to do so;
- c) waive non-material informalities, irregularities or other deficiencies in any substantially compliant Proposals, and accept

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Proposals which do not conform strictly to the requirements of this RFP;

- d) evaluate a Proposal that includes one (1) or more proposed amendments to the commercial terms for the Contract as permitted by Section 2.11 of the RFP by applying the evaluation criteria as set out in Section 5.2 of this RFP to identify the proposed amendment to the commercial terms that the City determines is most advantageous to itself, and select that Proposal based on the identified proposed amendment to the commercial terms together with the corresponding adjustment, if any, to the Proposal Price;
- e) evaluate a Proposal that includes one (1) or more alteration, modification or amendment to the specifications or design or both as permitted by Section 2.12 of this RFP (whether such alteration, modification or amendment is in addition to, or in substitution for any element of the specifications or design or both) by applying the evaluation criteria as set out in Section 5.2 of this RFP to identify the alteration, modification or amendment that the City determines is most advantageous to itself, and select that Proposal based on the identified alteration(s), modification(s) or amendment(s) together with the corresponding adjustment, if any, to the Proposal Price;
- f) accept all or part of any Proposal which, applying the evaluation criteria as set out in Section 5.2 of the RFP, the City determines is most advantageous to itself, and, without limitation, select a Proposal which does not have the lowest Proposal Price;
- g) accept any one (1) or more of the Proposals;
- h) award separate Contracts for portions of the Work, including with respect to one (1) or more payment items, to one (1) or more Proponents (and for certainty the City reserves the right to selfperform any or all of the Work);
- i) if only one (1) Proposal is received, reject that Proposal and terminate the process under this RFP, and proceed with the Work as described in this RFP in some other manner, including entering into negotiations with that Proponent with respect to any matter, including price;
- j) if (i) no Proposals were submitted or no suppliers requested participation, (ii) no Proposals that conform to the essential requirements of this RFP were submitted, (iii) no suppliers satisfied the conditions for participation, or (iv) the submitted Proposals were collusive, terminate the process under this RFP, and proceed with the Work as described in this RFP in some other

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manner, including entering into negotiations with any Proponent with respect to any matter, including price;

- k) not accept a Proposal from any Person if such Person, or any officer or director of a Person that is a corporation, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the City in relation to any contract with, or works or services provided to, the City or a corporation wholly-owned by the City; and
- 1) exclude a Proposal from a Person, if there is supporting evidence of:
 - a) bankruptcy or insolvency of such Person (or any officer or director of a Person that is a corporation);
 - b) false declarations made by such Person (or any officer or director of a Person that is a corporation);
 - c) significant or persistent deficiencies in performance of any substantive requirement or obligation by such Person (or any officer or director of a Person that is a corporation) under a prior contract or contracts;
 - d) final judgements against such Person (or any officer or director of a Person that is a corporation) in respect of serious crimes or other serious offences;
 - e) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of such Person (or any officer or director of a Person that is a corporation); or
 - f) failure of such Person (or any officer or director of a Person that is a corporation) to pay taxes.
- 5.6 Recommendation of Evaluation Committee

The Evaluation Committee may recommend a Proponent to be selected by the City.

5.7 All Proposals Over Budget

Subject to any express provision of this RFP, if the Proposal Prices for all Proposals exceed the amount that the City has budgeted for the Work, then the City may, at its election and in its sole and absolute discretion, do one or more of the following:

a) seek approval for an increase in the budget;

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- b) terminate the process under this RFP;
- c) terminate the process under this RFP and enter into negotiations with any one (1) or more of the Proponents for the purpose of identifying scope or other amendments to the Contract to achieve the budget (or approved increased budget), and then enter into a contract with the City's selected contractor; and/or
- d) exercise any other rights it has under this RFP.

6. Negotiation and Contract Award Stage

6.1 Notice to Selected Proponent

If the City selects a Proponent, then the City may issue a written notice to such Proponent, through the Bidding System, stating that it is the selected Proponent.

6.2 Negotiation of Contract and Award

The City may enter into negotiations with the Proponent whose Proposal is selected by the City, and such Proponent will use good faith commercial efforts to negotiate and enter into a Contract with the City. During negotiations the City may:

- a) negotiate any aspect of such Proponent's Proposal, including without limitation with respect to:
 - 1. the scope of Work;
 - 2. such Proponent's Proposal Price; and
 - 3. such Proponent's proposed team,

without having any duty or obligation to advise any other Proponents or to allow such other Proponents to vary their Proposal Price, and the City shall have no liability to any other Proponent as a result of such negotiations;

- b) negotiate the incorporation of such Proponent's suggested amendments to the Contract as may be included in its Proposal;
- c) negotiate terms and conditions different than those contained in the draft Contract Documents, the Proposal or both; and
- d) if the City reasonably forms the opinion that a mutually acceptable Contract is not likely to be reached within a reasonable time with such Proponent, give such Proponent written notice to terminate discussions, in which event the City may then either open

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discussions with another Proponent or terminate this RFP in whole or in part and obtain the Work in some other manner, or not at all.

As a condition of awarding a Contract, the City may require a Proponent to first provide the following:

- e) a site safety plan;
- f) confirmation satisfactory to the City that the Proponent existing WorkSafeBC coverage;
- g) confirmation satisfactory to the City that the Proponent carries the insurance required to be maintained by the Contractor under the draft Contract Documents; and
- h) a copy of the Proponent's valid City business licence, if the Proponent's head office is located within the City's municipal boundaries, or if the Work is required to be performed within the City's municipal boundaries.
- 6.3 Not used.
- 6.4 Approval Required for Award

Notwithstanding any other provision of this RFP, the award of any Contract under this RFP will require:

- a) the approval of funds in respect of such Contract; and
- b) the approval of a representative of the City having authority to award such Contract.
- 6.5 Notification of Results of RFP

After entering into the Contract with a Proponent, the City will notify unsuccessful Proponents that the Contract has been concluded by email and/or by posting a notice of contract award on the Bidding System and on the BC Bid website <u>https://www.bcbid.gov.bc.ca/open.dll/welcome?language=En</u>. Upon written request from an unsuccessful Proponent, the City will send a written notice of contract award to the applicable Proponent's representative.

6.6 Debriefing

After entering into the Contract with a Proponent, the City will conduct a debriefing, upon request by email to purchasing@richmond.ca, of an unsuccessful Proponent to discuss the reasons why the City did not select

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such Proponent's Proposal, but the City will not disclose or discuss any confidential information of any other Proponent.

7. Miscellaneous Conditions

7.1 RFP Not an Offer or Agreement

This RFP is not an agreement to purchase goods or services, and is in no way whatsoever an offer to enter into an agreement or the Contract. This RFP is not a tender.

7.2 No Obligation

This RFP does not commit the City in any way to proceed to any further stages of a competitive procurement process for the Work, including to select a Proponent, to negotiate with a Proponent or to award the Contract. The City reserves the complete right to, at any time, reject all Proposals and to terminate the competitive procurement process for the Work and proceed with the Work or the Contract or both in some other manner.

7.3 Proprietary or Confidential Documents

The City may elect to restrict access to certain information provided by the City and its representatives pursuant to this RFP which is proprietary or confidential by not posting such information on the Bidding System and making such information available in some other manner.

Without limiting the foregoing, and notwithstanding any other term of this RFP, the City may require each Proponent to, as a condition of participating in the RFP process and submitting a Proposal under this RFP, enter into a Non-Disclosure Agreement in a form provided by the City.

7.4 No Representation or Warranty by the City

Each Proponent will investigate and satisfy itself of every condition that affects the preparation of its Proposal. Each Proponent acknowledges and represents that its investigations have been based on its own examination, knowledge, information and judgment, and not upon any statement, representation or information made or given by the City, the Contact Person or any advisor to the City, other than the information contained in this RFP. Submission of a Proposal is deemed to be conclusive evidence that the Proponent accepts the terms of this Section 7.4. The City accepts no responsibility for any Proponent lacking any information.

7.5 Cost of Preparing a Proposal or Participating in the RFP Process

Any and all costs associated with the preparation and submission of the Proposal or participating in any way in this RFP process, including any

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costs incurred by the Proponent after the Closing Time (including with respect to any costs incurred by the Proponent to provide interviews/presentations pursuant to Section 5.3c) of this RFP or participate in negotiations with the City pursuant to Section 6.2 of the RFP) will be borne solely by the Proponent.

7.6 No Claims

Each Proponent, by submitting a Proposal, irrevocably:

- a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding (including judicial review or injunction application), whether arising in contract, tort (including negligence) or otherwise (a "Claim") against the City or any of its employees, directors, officers, advisors or representatives, or any one (1) of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the Proponent in preparing its Proposal for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP); and
- b) waives any Claim against the City and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Work between the Proponent and the City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal, otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP, or acts or is alleged to have acted unfairly at any stage of this RRP process.
- 7.7 Ownership of Proposals

Upon delivery to the City, all Proposals (and all their contents) become the property of the City and will not be returned to the Proponents except as the City, in its sole and absolute discretion, may determine.

7.8 No Collusion or Solicitation

By submitting a Proposal, the Proponent, for and on behalf of the Proponent and the Proponent's team, represents and confirms to the City that the Proponent has prepared its Proposal without any connection,

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knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of a Proposal.

Each Proponent may not make any representations, solicitations or other communications to any elected or appointed official, director, officer or employee of the City or to a member of the Evaluation Committee with respect to its Proposal, either before or after submission of its Proposal, except as expressly provided in this RFP. If any representative of a Proponent communicates improperly contrary to this paragraph, then the City may, in its sole and absolute discretion, regardless of the nature of the communication, reject the Proposal submitted by the Proponent.

7.9 No Lobbying

Proponents will not engage in any form of political or other lobbying whatsoever with respect to the Work, or otherwise attempt to influence the outcome of this RFP process other than by submitting a Proposal. In the event of any such activity, the City, in its sole and absolute discretion, may at any time, but is not required to, reject any Proposal by that Proponent without further consideration, and either terminate that Proponent's right to continue participating in this RFP process, or impose such conditions on that Proponent's continued participation in this RFP process, as the City, in its sole discretion, may consider in the public interest or otherwise appropriate.

7.10 Relationship Disclosure

Without limiting any other term of this RFP, the City may in its sole discretion disqualify any Proponent if, in the City's opinion, the Proponent, or a member of the Proponent's team, has an actual conflict of interest or unfair advantage or has a relationship or matter that has the potential for a conflict of interest to occur.

Proponents will promptly disclose in writing to the Contact Person any potential conflict of interest and existing business relationships they may have with the City, any employees, officers and elected officials of the City or others providing advice or services to the City with respect to the Work, or any other matter that gives rise, or might give rise, to an unfair advantage. At the time of such disclosure, the Proponent will advise the Contact Person how the Proponent proposes to mitigate, minimize or eliminate the situation.

7.11 FOIPPA

Notwithstanding any term of this RFP to the contrary, Proponents should note that the City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("FOIPPA"), which imposes

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significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

Each Proponent is responsible for compliance with laws applicable to the collection, use and disclosure of personal information, including FOIPPA. If a Proponent includes personal information (including resumes) in a Proposal, then by submitting a Proposal a Proponent will be deemed to represent to the City that the Proponent has obtained written consent from the applicable individual(s), including the consent to the indirect collection of personal information by the City, and that the personal information may be forwarded to the City for the purposes of responding to this RFP and may be used by the City for the purposes set out in this RFP. The City reserves the right to require proof of such consent and to reject a Proposal if such consent is not provided as required by applicable law.

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Appendix 1 – Submission Instructions and Requirements

Please refer to Bids and Tenders.

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Appendix 2 – Evaluation Criteria and Weightings

1. EVALUATION CRITERIA

Evaluation Criteria	Evaluation Weighting
1.1 The Proponent's demonstrated expertise, skills and experience, including consideration of:	
• The Proponent's background, experience, past Project work and references that are relevant and similar to the Work set out in this RFP, including consideration of:	
• experience using leading edge integration technologies;	15%
 experience implementing modern technologies; 	
• the Project team set up – showing clear lines of accountability, roles, responsibilities and escalation points, including consideration of:	
 the expertise, qualifications and capacity of the project team and personnel proposed by the Proponent to perform the Work; 	
1.2 The Proponent's demonstrated strength and ability to perform the Work, and meet or exceed City requirements, including consideration of:	
• the Proponent's demonstrated ability to support the Project through their proposed:	
 methodology, work plan, design and development approach including their proposed schedule in alignment with the City's Project objectives, desired outcomes and vision for the Work and in accordance with the Project Phases as set out in the draft Contract Documents; 	20%
• preference may be given to innovative approaches that go above and beyond services identified in this RFP;	
1.3 Technical requirements including consideration of, but not limited to, the following:	
• demonstrated compatibility with the City's existing IT architecture and infrastructure;	35%
• the degree to which the services (application) fulfils the technical specifications and requirements set out in the Draft Contract	

Documents,	
• the stability, robustness and services performance quality and functionality, including consideration of:	
 current as well as future technical capabilities and flexibility of the application; 	
 alignment with the City's IT digital strategy; 	
• The Proponent's proposed technical support services, including consideration of:	
o quality of the Proponent's proposed Service Level Agreement;	
 the quality and variety of the proposed technical support and maintenance services as well as training services; 	
• the Proponent's proposed technical warranty;	
1.4 Cost to the City to perform the Work, including consideration of:	
• total cost implications;	
• the Proponent's financial proposal, including a clear breakdown of costs across project phases with an emphasis on;	
 reasonable and appropriate allocation of the design, development, testing and implementation fees for the scale and complexity of the project; 	30%
 continued licensing, support and maintenance cost for the Application beyond go-live; 	
• value added services;	
TOTAL	100%

Appendix 3 – Draft Contract Documents

The successful Proponent(s) will be required to enter into an Agreement with the City in order to be eligible to deliver the services set out in this RFP. Upon successful completion of negotiations, if any, the final Contract shall be comprised of the following:

- The Proponent's Response to Appendix 1 Submission Instructions and Requirements
- Appendix 4 Scope of Work
- Appendix 5 Glossary of Additional IT Terms Definitions
- Appendix 6 City of Richmond IT Agreement
- Purchase Order

Appendix 4 – Scope of Work

1.0 Background

- 1.1 The City's web presence at richmond.ca is an informational site about City services, resources, events, news, and other information that are of interest to residents.
- 1.2 The City's first published the RichmondBC mobile app in 2014, available for iOS and Android devices. The app is built on the Cordova platform as a hybrid app. It provides information on the City's recreation programs/events/facilities and Bluetooth-enabled interactive tour at selected City sites. The second version is published in 2017. The iOS version is rewritten in Swift, while the Android version stayed on Cordova. The app allows login to personal accounts (see next item on Customer Profile Service) to bring up digital Recreation Access card, previously registered programs, and garbage collection schedule.
- 1.3 The City is introduced a Customer Profile Service named MyRichmond Account based on ForgeRock Identity Access Management ("IAM") platform that to centralize identity management and provides a unified interface for authentication and access to customer data. The platform supports standard federation technologies such as OAuth2 and SAML to allow a single identity to be propagated to participating applications.
- 1.4 The MyRichmond web portal went live in 2018 to further unify City online services under a single interface and a single user account: Tax, Utilities, Recreation, Service Requests, are brought onto the MyRichmond portal. The portal is built on a Microservices architecture. With a React.js front-end, and Node.js backed REST API layer orchestrating integration to back-end business applications. It is powered by an on-premise Kubernetes cluster.
- 1.5 The City is planning on converging and enhancing the RichmondBC mobile app and MyRichmond under a single MyRichmond brand. Converting the RichmondBC mobile app from an informational app to a transactional one offering similar services to the MyRichmond web portal. Additionally, new mobile-only capabilities will be introduced to improve functionality and user experience.

2.0 Work Scope

- 2.1 The Contractor is responsible for executing the services remotely and/or inperson, in accordance with the City's safety protocol effective at the time of contract performance.
- 2.2 The Contractor is required to report to designated City staff assigned to this Project and is responsible for reporting on all project data including project and

task status, schedule as well as all relevant costs associated to the Work regularly and in accordance with the City's project management standards and tools as set out below:

- 2.2.1 Task/activity progress tracking and completion in JIRA or an equivalent mutually agreed upon tool;
- 2.2.2 Project timeline in MS Project;
- 2.2.3 Time entry and tasks/activities reporting to be submitted bi-weekly to the City's Project Manager, to be approved in accordance with the acceptance criteria as outlined in section 7.0.
- 2.3 The Contractor is required to participate in the creation, update, and documentation of the architecture for the mobile application including its integration into the City's system landscape within the City's Enterprise Architecture framework and its existing architecture, governance, principles, and guidelines.
- 2.4 The Contractor is responsible for creating the technical design of the mobile app; and is required to participate in the technical design of the integration between the app and related City API Middleware, IAM platform, business applications and systems.
- 2.5 The Contractor is required to deliver the following general services, activities and tasks:
 - 2.5.1 Design the user experience and user interface to maximize userfriendliness of the app;
 - 2.5.2 Perform the configuration and installation of the app, its integration, tools, and environments;
 - 2.5.3 Implement APIs, orchestrations, batch jobs, connectors, adapters, and other integration artifacts to allow integration with related City systems and applications;
 - 2.5.4 Setup and configure Firebase as part of enabling Mobile Push Notification feature;
 - 2.5.5 Configure and integrate the mobile app (using ForgeRock SDK) and City IAM to use OAuth2, OIDC, or SAML2;
 - 2.5.6 Create the automated build of the mobile app and newly developed APIs that conforms to City standards set out herein this scope of work and/or as directed by designated City staff assigned to the Project;

- 2.5.7 Configure eXact Hosted Checkout to allow the mobile app to process payments;
- 2.5.8 Planning, designing, unit test, system test, integration test of deliverables;
- 2.5.9 Supporting System Integration Testing (SIT) and User Acceptance Testing (UAT) and address any product deficiencies throughout the testing period;
- 2.5.10 Support IT Security audit reviews and perform mitigations on identified vulnerability. The activities include but not limited to: vulnerability scanning, hardening, and attestation.
- 2.6 The Contractor is required to document the relevant APIs using OpenAPI specification.
- 2.7 The Contractor is responsible for the knowledge transfer of all product documentation, materials, guides, manuals, custom configurations and backend setups and workflows including thorough user training and support on all development process steps as well as user functionality and administration. The Contractor is required to support the City in deploying, administering and managing all aspects of the mobile app.
- 2.8 The Contractor is responsible for developing a go-live plan and transition, including a breakdown of all required system go-live activities. The Contractor will be responsible for post go-live monitoring, trouble-shooting, and issue resolution.
- 2.9 The Contractor is responsible for the sequential execution and management of all tasks and activities, including all Deliverables within each Phase of the Project. The Project is divided into four (4) phases, each including their individual objectives and deliverables which the City will approve before the Contractor can proceed into the next phase.
- 2.10 Phase 1 Discovery
- 2.11 The Contractor is responsible for all planning, coordination, execution and management of tasks and activities set out herein Phase 1 and in accordance with the Project schedule:
 - 2.11.1 Develop a set of applicable use cases to plan-out design, test enhancements and remove risks' associated to the mobile transactional functionalities.

- 2.11.3 Integrate with ForgeRock 6.5 Identity and Access Management (IAM) solution and its SDK to enable customer login to the mobile app using their MyRichmond account.
- 2.11.4 Establish mobile Single Sign-On (SSO) to Tempest.NET, Oracle Service Cloud, Amanda Citizen Portal, and PerfectMind websites.
- 2.11.5 Mobile User Interface, User Experience (UI/UX) and branding discovery. Develop a reference storyboard and style guide that can be consumed in Phase 2.
- 2.11.6 Establish a mobile development workspaces using selected Integrated Development Environment (IDE) and source control repository in preparation for Phase 2.
- 2.11.7 Develop appropriate usage guide and technical solution design documents to setup development workspace, integrating with E-Xact hosted payment solution, and mobile SSO with designated systems.
- 2.12 Phase 2 Development

transaction.

- 2.13 The Contractor is responsible for all planning, coordination, execution and management of tasks and activities set out herein Phase 2 and in accordance with the Project schedule:
 - 2.13.1 Participate in and support the End-to-End (E2E) technical architecture review while providing developer input;
 - 2.13.2 The mobile application must consume existing City REST APIs to provide features required by the app. If there are no existing City APIs which would fulfill the needs of the feature, then the developer must develop new City APIs for consumption by the mobile app. New City APIs must have the capability to integrate through REST API, Web services (SOAP), or direct database connection with line-of-business applications to expose functions and render information. New REST APIs must be developed according to the City of Richmond REST API development guidelines (which will be provided to the Contractor upon singing a Non-Disclosure Agreement). Some use cases for such integration includes but not limited to:

- a) MyRichmond account login and integrating with FaceID/TouchID in iOS version of the mobile app and fingerprint authentication on Android;
- b) Register new MyRichmond account and perform account maintenance functions such as password reset and editing account personal information, communication subscriptions;
 - The app should deep link to the City's existing sign up web pages, reset password web pages.
 - The app should use the City's existing API Middleware for editing account personal information and communication subscriptions.
- c) Logout of MyRichmond account;
- d) Mobile push notifications and allowing customer to subscribe to specific types of City programs. Mobile push notifications are personalized to the current account login on the app.
 - The City will provide the actual notification data and interface with APNS and Firebase. The developer is responsible for consuming the notifications and consuming City APIs to register a device during app startup, teardown, and login/logout events.
- e) Viewing the user's (and his/her family's) registered recreation programs and activities by integrating with the Recreations Program application.
 - The app should use the City's existing API Middleware to retrieve user recreation data
- f) Retrieve a set of registered activities using geolocation and allow customer to check-in using mobile app and generates a digital chit. Integrate with Game Centre in iOS version to unlock achievements, update leader board.
 - The app should use the City's existing API Middleware to retrieve user recreation data
 - The City does not currently have Game Centre integration
- g) Creating a Digital Recreation Membership Pass that can be used instead of a physical plastic membership card to access memberships purchased at City recreation facilities. The iOS version of the app will optionally allow the digital pass to be placed in Apple Wallet. The Android version of the app will optionally allow the digital pass to be placed in Google Pay.

- The app should use the City's existing API Middleware to retrieve user Digital Pass data
- h) Navigate to the City's Web-based Program & Recreation Booking Management System (PRBMS) on the phone's browser (Safari/Chrome) while extending the mobile app authenticated session to the web-based PRBMS (feasibility is part of Discovery Phase)
- i) Displaying the recycling/garbage collection calendar for the zone associated with the account's home address by calling the Recycling provider's REST API;
 - The app should use the City's existing API Middleware to retrieve collection schedule by home address
- j) Display the City's CRM application case history and status for requests escalated by the client;
 - The app should use the City's existing API Middleware to retrieve user case history and status
- k) Create a new CRM request and updates, integrates with device camera and photo library to upload relevant images;
 - New API Middleware should be developed for creating CRM requests by integrating with the City's CRM application API
 - The Contractor may enhance and create API Middleware to update CRM requests and to upload images to the CRM
- Allow client to purchase CCTV footages. Client may choose to search for nearby traffic cameras using geolocation;
 - The app should use the City's existing API Middleware to retrieve list of available CCTV cameras across the City and allow client to submit request for footages.
 - The City has existing integration to eXact hosted checkout and the Contractor should use results from Phase 1 of the project to enhance/extend the integration for use with the app
- m) View and manage linked properties for property taxes and utility billings: account information, current bill details, payment history and property assessment;
 - The app should use the City's existing API Middleware to retrieve property taxes and utility data
 - The app should navigate to the City's Web-based Taxes and Utility Shopping cart and then to eXact Hosted

Checkout payment processing without exiting the app experience.

- n) Make a payment for property tax or utility bill using eXact Hosted Checkout payment solution;
 - The City has existing integration to eXact hosted checkout and the Contractor should use results from Phase 1 of the project to enhance/extend the integration for use with the app
- o) View and manage linked dog licenses and information;
 - The app should use the City's existing API Middleware to retrieve dog license information
 - The app should navigate to the City's Dog license Shopping cart and then to eXact Hosted Checkout payment processing without exiting the app experience
- p) App usage analytics using Google Analytics;
 - The app should use the City's existing Google Analytics account for integration
- 2.13.3 The mobile app must integrate with the City's existing and to-beimplemented systems through middleware.
- 2.13.4 The final mobile app must be robust, high performing, and maintainable.
- 2.13.5 The APIs developed within the project must be robust, highly available, high performing, scalable, and maintainable. The City standard middleware is as follows:
 - a) API backend Hapi.js on Node.js;
 - b) IAM ForgeRock 6.5. The mobile app must use ForgeRock SDK to implement user login/logout. The SDK is available on GitHub ForgeRock/forgerock-android-sdk, ForgeRock/forgerock-ios-sdk;
 - c) Mobile Backend FireBase for push notifications and sync.
- 2.13.6 Conduct UI/UX design and develop product storyboard for complex use cases;
- 2.14 Phase 3 Product Review and Revision
- 2.15 The Contractor is responsible for all planning, coordination, execution and management of tasks and activities set out herein Phase 3 and in accordance with the Project schedule:

- 2.15.1 Participate in product review with project stakeholders to identify change requests and develop effort estimation.
- 2.15.2 Enhance the mobile app based on prioritized change requests.

2.15.3 Support UAT in preparation for public product launch.

- 2.16 Phase 4 MyBusiness
- 2.17 The Contractor is responsible for all planning, coordination, execution and management of tasks and activities set out herein Phase 4 and in accordance with the Project schedule:
 - 2.17.1 Participate in and support the End-to-End (E2E) technical architecture review while providing developer input;
 - 2.17.2 The mobile application must consume existing City REST APIs to provide features required by the app. If there are no existing City APIs which would fulfill the needs of the feature, then the developer must develop new City APIs for consumption by the mobile app. New City APIs must have the capability to integrate through REST API, Web services (SOAP), or direct database connection with line-of-business applications to expose functions and render information. New REST APIs must be developed according to the City of Richmond REST API development guidelines (which will be provided to the Contractor upon singing a Non-Disclosure Agreement). Some use cases for such integration includes but not limited to:
 - a) Navigate to the City's Web-based Business Licensing System (Citizen Portal) on the phone's browser (Safari/Chrome) while extending the mobile app authenticated session to the web-based Citizen Portal (feasibility is part of Discovery Phase)
 - b) Linking and de-linking the MyRichmond account to one or more existing business licenses; Linking for primary business license owner will be achieved through SSO federation. Primary owner can conduct additional linking and administrative delegation through launching Citizen Portal.
 - c) View business licenses that are currently linked to the MyRichmond account with the ability to launch detail view of selected license in Citizen Portal. Customer will be able to view business license status and download a digital copy of business license in Citizen Portal.

- The Contractor may enhance and create API Middleware to retrieve a list of business licenses currently linked to a MyRichmond Account.
- d) Relevant UI navigation features allowing customer to launch Citizen Portal to view a listing of payment history for a business license and ability to download the transaction receipt in PDF format;
- e) Relevant UI navigation features allowing customer to launch Citizen Portal to make amendments on a business license for attributes such as: mailing address, owner address, emergency contact, contact phone number, contact email address, remove an owner, and opting in for paperless contact preference. These changes do not require customer to resubmit a new business license application;
- f) Relevant UI navigation features allowing customer to launch Citizen Portal to renew their business license. Customers will make payments to renew one or more business licenses using eXact Hosted Checkout solution; and
- g) Submit a request to cancel a linked business license.
 - The Contractor may enhance and create API Middleware adding a request to a queue to cancel a business license.
- h) Develop intuitive UI/UX prompts that will direct users to in-person service counter or MyRichmond Web Portal for use cases that cannot be fulfilled by the mobile app. Such use cases are: submitting a new business license application, add/replace an owner, changing business use and amending business name.
- 2.18 The City reserves the right, in its sole discretion, to update, change, modify and adjust any of the application and/or development specifications including relevant Services within any Phase should internal Project needs or requirements change and/or if technology updates occur in the marketplace throughout the course of the Agreement. Proposed product changes and/or alternatives made by the Contractor will require advance evaluation and approval from the City.

3.0 Contract Term and Renewal

3.1 The engagement will have an initial term of two (2) years commencing on the Effective Date (the "initial Term") of the date fully executed (signed) by both the City and the Contractor. On the second anniversary date of the Effective Date,

this agreement may be renewed up to a maximum of six (6) additional one (1) year renewal periods.

3.2 Renewal of this Contract on the second anniversary date of the Effective Date will be made under the same terms and conditions of this Contract inclusive of all costs. Thereafter, the annual escalation percentage cap for the support and maintenance will be the then-current-year-over-year increase in the Consumer Price Index (CPI).

4.0 City Provided

- 4.1 The City will assign the appropriate contacts and resources to liaise with the Contractor to manage the engagement throughout the course of the Term.
- 4.2 The City will provide access to information, systems, software and /or resources required in order for the Contractor to provide the Services. The City reserves the complete right to disclose only information and/or provide access to systems that the City deems is appropriate for the execution of all services delivered by the Contractor during the course of the Term.

5.0 Deliverables

- 5.1 The Contractor is responsible for delivering a fully operational and seamlessly integrated MyRichmond mobile application, complete with required technical and functional components as outlined in this RFP, all in full working condition.
- 5.2 Knowledge transfer, as further described in section 2.7 herein this Scope of Work, including training sessions for appropriate City staff members in the use of technical maintenance, software development and testing, delivery, implementation and configuration of the applications.
- 5.3 The Contractor is required to provide complete technical documentation, including but not limited to:
 - 5.3.1 Web Service Design and API Documentation for new Web Services created;
 - 5.3.2 Solution Design Document;
 - 5.3.3 Workspace Setup Guide
- 5.4 The Contractor is responsible for delivering all background, research and resource lists, and any applicable development and application information in original software format (unless otherwise mutually agreed), minutes of meetings and workshop/a training results, study summaries, analyses and any other documentation and/or material as determined and requested by the City.

5.5 A UAT and IT Security Review will be conducted to ensure completeness and quality of deliverables at the end of each phase.

6.0 Invoicing & Expenses

- 6.1 The Contractor is responsible for submitting invoices based on actual hours worked and for Services completed and delivered that have met the acceptance criteria as set out herein this Scope of Work, Section 7. Acceptance Criteria, and in accordance with the General Terms and Conditions herein Appendix 3 Draft Contract Documents.
- 6.2 The City will not be responsible for reimbursement of any expenses incurred by the Contractor in performing and/or delivering the Services. All expenses, including but not limited to; travel or per diem as and when required by the Contractor to carry out its obligations under this Contract shall be at the Contractors sole expense.

7.0 Acceptance Criteria

- 7.1 All Services delivered will be subject to City reviews, testing and approval to validate completeness. Reviews may involve, but is not limited to, the following verification steps:
 - 7.1.1 performance reviews, including assessment of reports to substantiate execution of services;
 - 7.1.2 services performed and delivered match the service requirements that are consistent with deliverables set out in the Contract, including Service Level Agreement compliancy;
 - 7.1.3 validate any technical configurations, customizations and/or workflows against requirements set out in the Contract, in addition to all other City requests;
 - 7.1.4 authorized City staff sign off.
- 7.2 The City reserves the right, in its sole discretion, to reject or request remedial action on any and/or all Services that do not conform to the requirements of the Contract. All remedial or corrective services performed by the Contractor will be at no additional cost to the City.

8.0 Schedule

8.1 Contractor is required to make available the appropriate resources, materials, supplies and equipment to fully execute the City's scheduling targets. The Contractor is responsible for ensuring all deadlines set by the City are met, the following is an outline of the City's tentative schedule:

Phase	Target Deadline

Phase 1 – Discovery	June 2021
Phase 2 – Development	August 2021
Phase 3 – Development Review & Fine Tune	October 2021
Phase 4 - MyBusiness	December 2021

9.0 Service Level Requirements

- 9.1 The Application must remain active, open and accessible throughout the year every day, 24 hours/7 days per week, except during scheduled maintenance periods.
- 9.2 [*This section may be completed based on the Service Level Agreement provided in the Contractor's response, and if applicable, in accordance with negotiations with the successful Contractor.*]

Appendix 5 – Glossary of Additional IT Terms Definitions

- a) "CRM" means Customer Relationship Management;
- b) "Customer Profile Service" means the Identity management and user profile management system at the City;
- c) "ESB" means the Enterprise Service Bus;
- d) "IAM" means Identity Access Management system;
- e) "MDM" means Master Data Management;
- f) "REST API" means Representational State Transfer Application Programming Interface;
- g) "Response" means the same as "Proposal" or "Submission"
- h) "Services" means the same as "Work";
- i) "SOAP" means Simple Object Access Protocol;
- j) "UAT" means User Acceptance Testing;

Appendix 5 - City of Richmond IT Agreement

This Agreement dated the [day] day of [month], [year] (the "Effective Date"), at the City of Richmond, in the Province of British Columbia

Between:

City of Richmond 6911 No. 3 Road Richmond, BC V6Y 2C1 Information Technology

Email: [NTD:	Insert	email	address	for	notice	-	see
subsection 25.1]						
(the "City")							
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Whereas:

And: 7074P

- A. The City intends to enhance the MyRichmond mobile application (the "**Event or Project**") and wishes to retain a consultant to perform Services with respect to the Event or Project;
- B. The City issued a Request for Proposals 7074P MyRichmond Mobile Application Project for the performance of the Services;
- C. The Consultant submitted a proposal dated [date] to perform the Services; and
- D. The City and the Consultant wish to enter into a formal contract for the performance of the Services.

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

- 1. Interpretation
 - 1.1. In the Contract Documents, unless the context otherwise requires, capitalized terms have the meanings set out as follows:
 - a) "Applicable Laws" means all constitutions, treaties, laws, statutes, codes, ordinances, official plans, orders, decrees, rules, regulations, and by-laws, whether domestic, foreign or international of any Governmental Authority, and the common law, binding on or affecting any person, property or matter referred to in the context in which such word is used;
 - b) "City" has the meaning set out on the first page of this Agreement;
 - c) "Change Order" has the meaning set out in subsection 7.1;
 - d) "Confidential Information" has the meaning set out in subsection 18.1;
 - e) "Consultant" has the meaning set out on the first page of this Agreement;
 - f) "Contract Documents" means this Agreement and all of the Schedules attached to this Agreement, including for certainty:
 - 1.1.f.1. Schedule A Statement of Work;
 - 1.1.f.2. Schedule B User Acceptance Testing;
 - 1.1.f.3. Schedule C Not Used
 - 1.1.f.4. Schedule D Schedule of Fees;
 - 1.1.f.5. Schedule E Proposal Extracts; and
 - 1.1.f.6. Schedule F Not Used
 - g) "Contract Price" has the meaning set out in subsection 4.1;
 - h) **"Deliverables"** means all of the deliverables described in the Contract Documents;
 - i) "Effective Date" has the meaning set out on the first page of this Agreement;
 - j) "Event or Project" has the meaning set out in Recital A;
 - k) **"Existing Pandemic Restrictions**" means any Applicable Laws relating to the COVID-19 pandemic, existing as of the date of the Agreement;
 - 1) **"FOIPPA"** has the meaning set out in subsection 19.1;
 - m) **"Force Majeure**" means an event beyond the reasonable control of a party and includes any work stoppage, war, invasion, insurrection, civil or social unrest, riot, armed conflict, act of foreign enemy, revolution, terrorist act, interference by military authorities, nuclear explosion, contamination by ionizing radiation, epidemic or quarantine restriction, earthquake, tidal wave or other natural calamities, that prevents, delays or

interrupts the performance of any obligation under this Agreement, provided such event does not occur by reason of: (i) the negligence of the party claiming Force Majeure (or those for whom it is in law responsible); or (ii) any act or omission of the party claiming Force Majeure (or those for whom it is in law responsible) that is in breach of the provisions of this Contract, but Force Majeure does not include: (x) a party's lack of funds; (y) the bankruptcy or insolvency of any subcontractor of the party; or (z) a shortage or unavailability of labour (including because of a strike, lockout, picket or other labour dispute), materials or equipment unless such shortage or unavailability is caused by a Force Majeure;

- n) "Governmental Authority" means any national, multi-national, federal, provincial, state, municipal, local or other government, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government;
- o) "**Indemnitees**" means, collectively, the City and all of its elected and appointed officials, employees, officers, volunteers, servants, representatives and agents;
- p) "Key Personnel" has the meaning set out in subsection 16.4;
- (a) "New Pandemic Restrictions" means any Applicable Laws relating to the COVID-19 pandemic, that are issued, enacted or adopted after the date of the Agreement;
- r) "Services" has the meaning set out in subsection 2.1; and
- s) "Statement of Account" has the meaning set out in subsection 5.1.

2. **Responsibilities and Duties**

2.1. The Consultant will perform the services described in the Contract Documents (the "Services"), including creating and delivering the Deliverables. All Services will be performed so that all performance targets and project benchmarks for the Services, as may be set out in the Contract Documents, are achieved or exceeded.

For certainty, the Consultant will, as part of the Services and at no additional cost to the City, do anything and everything required to be done for the fulfilment and completion of the Services, including any service, task or activity that is not specifically listed or described in the Contract Documents but which is required for the proper performance and provision of the Services, which the Consultant will perform as if those services, tasks or activities had been expressly described in the Contract Documents.

2.2. Unless expressly provided otherwise in the Contract Documents, the Consultant will provide all labour, materials and equipment necessary for the complete performance of the Services.

- 2.3. The Consultant will, as part of the Services, submit a biweekly report to the City indicating:
- a) what targets have been met over the preceding reporting period; and
- b) the status of efforts in relation to the targets set out, including any variances from the Contract Documents and the Consultant's plan to bring the Services back into conformity with the Contract Documents.
- 2.4. The Consultant will perform the Services:
- a) in accordance with the requirements of the Contract Documents;
- b) with that degree of care, skill and diligence normally provided by a qualified and experienced service provider performing services similar to the Services;
- c) with qualified, experienced, capable and safety-trained personnel; and
- d) in accordance with all Applicable Laws.
- 2.5. Without limiting the generality of subsection 2.4, the Consultant will at all times act professionally and with integrity so as not to embarrass or discredit the City throughout, or in connection with, the performance of the Services.
- 2.6. The Consultant will have obtained all necessary permits and governmental permissions required to perform its obligations under this Agreement.
- 2.7. Notwithstanding any other provision in the Agreement:
- a) the Consultant acknowledges that the Agreement has been entered into during the on-going COVID-19 pandemic;
- b) the Consultant represents and warrants that it can perform the Services in accordance with the Schedule or Timeline established under Section 3.1 under the Existing Pandemic Restrictions;
- c) the Consultant acknowledges and agrees that Section 28.1 will not apply if the Consultant is delayed in the performance of the Services due to an Existing Pandemic Restriction;
- d) the parties agree and acknowledge that if any New Pandemic Restrictions arise prior to the termination of this Agreement, the Agreement will remain valid and in force; and
- e) the parties agree and acknowledge that if any New Pandemic Restrictions arise prior to the termination of this Agreement that cause or threaten interruptions to the Schedule or Timeline established under Section 3.1, then in addition to complying with the terms and conditions of this Agreement, the Consultant will also give the City a written plan of the

interim steps the Consultant will take, if any, during the interruption of Services, and, when the New Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Services and a revised Schedule or Timeline.

- 2.8. In the event of any delay resulting from a New Pandemic Restriction, the Consultant shall take all reasonable measures to minimize the effects and costs of the delay and this obligation shall be taken into account in the determination of the Consultant's entitlement to an extension of the established timelines to complete the Services and reimbursement of delay costs.
- 2.9. If a stop work order causing a delay is issued as a result of a New Pandemic Restriction, the City shall reimburse the Consultant for the reasonable costs incurred by the Consultant as a result of such delay with respect only to the following:
- a) security costs for the place of the work;
- b) water, heat, light and power costs for the place of the work; and
- c) fencing costs for the place of the work.
- 2.10. If the Services are stopped as a result of a New Pandemic Restriction, then the Consultant must, within seven days of the date of such work stoppage, provide an itemized cost estimate to the City of the monthly costs the Consultant anticipates being entitled to repayment for by the City pursuant to Section 2.9.
- 2.11. If the Consultant is entitled to payment for costs of any delay resulting from a New Pandemic Restriction, then the Consultant must submit a detailed account of the amount claimed and the grounds upon which the claim is based, to the City, on a monthly basis. If the Services are suspended or otherwise delayed for a period of 40 working days or more as a result of a New Pandemic Restriction, then the Consultant will, if requested in writing by the City, submit such detailed accounts on a weekly basis.
- 2.12. For the avoidance of doubt, the Consultant will not be penalized for any delays directly resulting from a New Pandemic Restriction and the City will not be liable for any costs resulting from New Pandemic Restriction except as set out in Section 2.9.

3. Schedule or Timeline

3.1. The Consultant will perform the Services in accordance with the schedule or timeline as set out in Schedule A – Statement of Work, and if no schedule or timeline is set out, then in accordance with the schedule or timeline provided by the City, as may be adjusted with the written approval of the City.

4. Compensation

- 4.1. As payment for the performance of the Services, the City will pay the Consultant a maximum upset limit of the fees and expenses as set out in Schedule D Schedule of Fees (the "Contract Price").
- 4.2. The Contract Price will be the entire amount of compensation owing to the Consultant for the complete performance of the Services and this compensation will cover and include all profit and all costs of supervision, labour, material, equipment, transportation and delivery, overhead, financing, all taxes (excluding only GST and PST), and all other costs and expenses whatsoever incurred by the Consultant in performing the Services.
- 4.3. The City will pay any GST and PST payable on the Contract Price.
- 4.4. All payments will be in Canadian funds.
- 4.5. The Consultant's entitlement to payment of fees in connection with the Services on completion of any Services is contingent upon the City's acceptance of the Services and Deliverables for which the Consultant is requesting payment, all in accordance with the Contract Documents, and the Consultant will submit to the City a Statement of Account for fees in connection with such Services and Deliverables only upon such acceptance.

5. Statements of Account

- 5.1. The Consultant will prepare and submit to the City statements of account (each, a "**Statement of Account**") at the times set out in, and in accordance with, Schedule D Schedule of Fees.
- 5.2. In addition to any other information as may be required in accordance with Schedule D Schedule of Fees, the Consultant will include in each Statement of Account submitted to the City under this Agreement, at a minimum, the following:
- a) an invoice number;
- b) the Consultant's name, address and telephone number;
- c) the title and reference dates or numbers for this Agreement, if any, as may be set out on the cover page of Schedule A Statement of Work;
- d) the City's purchase order number in respect of this Agreement;
- e) the total amount due for fees;
- f) the amount of GST and the amount of PST charged in respect of the fees set out in the Statement of Account, as a separate line item; and
- g) the Consultant's GST number.
- 5.3. Without limiting subsection 5.1, the Consultant will include in each Statement of Account the following:

- a) if a Statement of Account relates to any fees payable upon the Consultant's completion of milestones, an itemized list of the milestones to which the Statement of Account relates and the fees sought for each milestone in accordance with Schedule D Schedule of Fees;
- b) if a Statement of Account relates to any fees payable on a unit price basis, a work summary broken down by the applicable unit prices as shown in Schedule D – Schedule of Fees, which include columns for the amount, percentage complete, the previous month's invoice amount, total amount invoiced to date, the amount remaining and current invoice amount, and evidence substantiating time spent (including timesheets, if requested by the City) sufficient to permit the City to determine whether such fees are payable in the amounts indicated in the Statement of Account; and
- c) if a Statement of Account relates to any fees payable on a time and materials basis, supporting invoices and other documentation reasonably acceptable to the City substantiating the Consultant's claimed costs for materials, and evidence substantiating time spent (including timesheets, if requested by the City) sufficient to permit the City to determine whether such fees are payable in the amounts indicated in the Statement of Account.
- 5.4. If Schedule D Schedule of Fees expressly provides for the reimbursement by the City of any expenses incurred by the Consultant in performing the Services, then the Consultant will include in each Statement of Account the following:
- a) an itemized list of expenses that the Consultant is claiming under the Statement of Account, in respect of which the Consultant is entitled to reimbursement in accordance with this Agreement; and
- b) for each such expense, a receipt or other documentation in support of the expense.
- 5.5. Statements of Account will be submitted to the City in accordance with Section 25.
- 5.6. Statements of Account and supporting documentation shall be prepared at the sole expense and responsibility of the Consultant. The City will not compensate the Consultant for any costs incurred for the preparation of Statements of Account. The City may request, in writing, changes to the content and format of the Statement of Account and supporting documentation at any time. The City reserves the right to request reasonable additional supporting documentation to substantiate costs at any time.

6. Payment

6.1. Following the receipt of a Statement of Account from the Consultant, the City will make its own determination of whether the Statement of Account is payable in the amount indicated.

- 6.2. Unless otherwise set out in the Contract Documents, payment of a Statement of Account prepared and submitted in accordance with Section 5, less any holdbacks as may be permitted under this Agreement or at law, will become due thirty (30) days after receipt of the Statement of Account.
- 6.3. If the City does not agree with the Statement of Account or portion of a Statement of Account, then the City will review the Statement of Account with the Consultant. If the Statement of Account cannot be resolved between the City and the Consultant, then the City will pay the portion the City determines is owing and will include with the payment an explanation for any such reduction in the Statement of Account.
- 6.4. The City may withhold payment under this Agreement for any disputed amounts, without interest, until such dispute in resolved.
- 6.5. No payment made under this Agreement will constitute a waiver of any terms of this Agreement or other rights at law or in equity.
- 6.6. No payment made to the Consultant by the City will at any time constitute approval or acceptance of any Services under this Agreement, nor be considered a waiver by the City of any of the terms of this Agreement, nor relieve the Consultant of any of its duties, obligations or responsibilities under this Agreement to perform the Services in accordance with the requirements of the Contract Documents, nor constitute a waiver by the City of any other rights at law or in equity.
- 6.7. The City may set-off, as against any amounts due to the Consultant, any amount owing from the Consultant to the City, including liquidated damages and other amounts as payable under the Contract Documents.
- 6.8. Neither party shall be responsible for any taxes based upon the other's net or gross income or net or gross receipts, or taxes which are capital, property, doing business, excess profits, net worth, or franchise or port fees (including any interest and penalties thereon).
- 6.9. The Consultant acknowledges and agrees that pursuant to applicable laws, payments to non-residents for any work performed in Canada may be subject to a Non-Resident Withholding Tax of fifteen percent (or such other amount required by law), and that the City will withhold such amounts as required in accordance with applicable laws.
- 6.10. If the City believes in good faith that some portion of the Services has not been completed or is not performing satisfactorily, the City may withhold payments to the Consultant pursuant to Section 6.4 and require the Consultant to correct such work prior to the City releasing such payments. In such event, the City will provide the Consultant with an explanation of the concern and the remedy that the City expects. Subject to the foregoing, the City will release payments to the Consultant after the City:
- a) is satisfied that such work has been corrected and is in compliance with the Agreement; and

b) accepts the deliverable provided by the Consultant, as evidenced by the City's acceptance in writing of the deliverable.

7. Changes

- 7.1. The City may, without invaliding this Agreement, by written direction to the Consultant (a "**Change Order**"), make changes to the Services by altering, adding to or deducting from the Services, with adjustments, if any, to the Contract Price or the time for the performance of the Services or both. The Contract Price will be adjusted in accordance with Schedule D-Schedule of Fees, unless otherwise agreed by the parties. The time for the performance of the Services will be adjusted accordingly.
- 7.2. The Consultant will not proceed with any change prior to the receipt of a Change Order. No claim for an adjustment to the Contract Price or the time for the performance of the Services may be made without a Change Order.
- 7.3. Should the Consultant request a change to the Services, the Consultant must provide the City sufficient information to justify the change order and sufficient time to review the change. In accordance with Section 7.1, the City will provide written direction to proceed with the change via a Change Order.
- 7.4. Unless expressly provided otherwise in the Contract Documents, the correction of a defect or deficiency in the Services or in any Deliverables will not be considered a change in the Services.

8. Right of Review

8.1. Without limiting any other provision of this Agreement, the City will at all times have the right to review all or any part of the Services and any Deliverables, and may require the Consultant to deliver work product and other documents for review and acceptance as the City may reasonably request. The City's reviewing any Services or Deliverables is for the City's benefit and acceptance of any Services or Deliverables will not relieve the Consultant of any of its duties, obligations or responsibilities under this Agreement to perform the Services and to correct defects or deficiencies in the Services and Deliverables, all in accordance with the requirements of this Agreement.

9. Independent Contractor

9.1. The Consultant acknowledges and agrees that it is an independent contractor and no agency, joint venture, association, partnership, or employer-employee relationship is created between the City and the Consultant. Unless otherwise agreed in writing, the Consultant is not the agent of the City in any capacity whatsoever under this Agreement, and has no authority to act as an agent of the City.

- 9.2. The Consultant acknowledges and agrees that it has no rights, claims or entitlements pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits that may from time to time be available by the City to employees of the City.
- 9.3. The Consultant acknowledges and agrees that it is solely responsible for its own income tax, workers compensation, unemployment insurance, Canada Pension Plan, superannuation and other such payments.

10. Assignment and Subcontracting

- 10.1. The Consultant will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Consultant under this Agreement.
- 10.2. No subcontract entered into by the Consultant will relieve the Consultant from any of its obligations or impose any obligation or liability upon the City to any such subcontractor.
- 10.3. Subject to Section 10.1, this Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, successors (including any successor by reason of amalgamation of any party) and permitted assigns.

11. Indemnity

- 11.1. The Consultant agrees to indemnify, hold harmless and assume the defence of the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments, including legal fees on a solicitor and own client basis, made against the Indemnitees, or any one of them, arising from or in any way connected with the Consultant's performance of the Services or purported performance of the Services.
- 11.2. Not Used.
- 11.3. Not Used.
- 11.4. Not Used.
- 11.5. The Consultant agrees to indemnify and hold harmless and assume the defence of the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments, including legal fees on a solicitor and own client basis, to the extent resulting from or caused by any actual or alleged unauthorized disclosure, use or infringement of a third party's patent or intellectual, proprietary or industrial property rights to the extent resulting from or caused by the performance of the Services or the actions or omissions of the Consultant, its employees, shareholders, directors, officers, agents and contractors, or those for whom such persons may in law be responsible, or otherwise asserted against the Indemnitees, or any one of them.

- 11.6. Without limiting the Consultant's obligations under subsection 11.5, if any part of the Services uses any patent or intellectual, proprietary or industrial property rights or anything else which infringes the rights of others or which is alleged to infringe the rights of others, then the Consultant will, at its own cost and expense, immediately:
- a) procure for the City an irrevocable, perpetual, nonexclusive, fee-free, royalty-free, non-assignable license for the City to use such patent or intellectual, proprietary or industrial property rights for the purpose of obtaining the whole benefit of the Services or any part of the Services;
- b) replace or alter the infringing or allegedly infringing parts with noninfringing parts of equal or better quality so as to meet or exceed the requirements of this Agreement; or
- c) if permitted by the City in writing, forthwith refund the amount paid by the City to the Consultant under this Agreement with respect to the infringing or allegedly infringing parts.
- 11.7. The provisions of Section 11 survive and apply after the expiry or earlier termination of this Agreement.

12. Exclusion of Consequential Damages

- 12.1. Neither party is liable to the other party for that other party's own:
- a) special, contingent, exemplary, punitive, indirect, incidental or consequential loss or damage;
- b) loss of anticipated revenue, overhead or profit;
- c) loss of production, business or contracts;
- d) loss by reason of shutdowns, non-operation or increased costs of construction, manufacturing or operation; or
- e) loss of business reputation or opportunities, of any nature arising at any time or from any cause whatsoever relating to this Agreement, and whether or not such losses or damages were foreseeable even if a party was advised of the possibility of them.
- 12.2. The provisions of Section 12 survive and apply after the expiry or earlier termination of this Agreement.

13. Insurance

- 13.1. The Consultant will, at its own expense, carry and keep in force during the term of this Agreement, the following coverages:
- a) Professional liability insurance with a minimum limit of \$1,000,000 for each claim;
- b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause. The City, its

officers, officials and employees will be added as additional insureds under the policy;

- c) Automobile Liability Insurance providing liability coverage for claims of bodily injury and property damage arising from the use of owned and hired motor vehicles in connection with the Services;
- d) such additional coverage, subcontractor coverage, or amendments to the above policies as the City may reasonably require; and
- e) such additional coverage as may be required by the City.
- 13.2. The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Services required to be performed by the Consultant under this Agreement.
- 13.3. All insurance policies required to be primary, not requiring the sharing of any loss by any insurer of the City. All insurance policies carried and kept in force by the Consultant will provide that they cannot be cancelled, and that the policy limits cannot be materially reduced, without at least 30 days' written notice to the City.
- 13.4. Prior to the performance of any of the Services under this Agreement, the Consultant will, for each insurance policy required to be carried and kept in force by the Consultant, submit to the City a copy of the insurance policy and certificate of insurance.
- 13.5. All policy limits and types of insurance specified in subsection 13.1 are the minimum policy limits and types of insurance that are to be provided. The Consultant will be solely responsible for determining whether the policy limits and types of insurance are adequate and for placing any excess insurance and any additional insurance which it considers necessary to protect and indemnify itself.
- 13.6. The Consultant will be liable to the City for all claims and claim costs excluded by, or in excess of the policy limits of, applicable insurance policies, and neither the providing of insurance by the Consultant in accordance with the requirements of Section 13, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim occurring will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.
- 13.7. The Consultant expressly waives all rights of recourse against the City for loss or damage to the Consultant's property.
- 13.8. The Consultant will ensure that all subcontractors obtain and maintain insurance on the same terms and conditions as set out in this Section 13.

14. WorkSafeBC

14.1. Without limiting subsection 2.4.d), the Consultant will comply with all applicable requirements of the *Workers Compensation Act* (British

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Columbia) and WorkSafeBC, and will, at its own expense, procure and carry during the term of this Agreement:

- a) Workers' Compensation coverage for itself and all workers, employees, servants and others engaged in the Services in accordance with the *Workers Compensation Act* (British Columbia); and
- b) Personal Optional Protection coverage available through the Workers' Compensation Board of British Columbia for all workers, employees, servants and others engaged in the Services who are not covered by the *Workers Compensation Act* (British Columbia).
- 14.2. The Consultant will provide the City with evidence of compliance with the *Workers Compensation Act* (British Columbia) and coverage under that Act prior to commencing any Services and at any time upon request by the City within five days of such request, and will immediately notify the City in writing of any change with respect to such compliance or coverage.
- 14.3. The Consultant agrees to indemnify, hold harmless and assume the defence of the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments, including reasonable attorney fees and defence costs, made against the Indemnitees, or any one of them, arising from or in any way connected with any unpaid WorkSafeBC assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any related to the failure by the Consultant or any person for whom the Consultant is in law responsible to observe safety rules, regulations and practices of the WorkSafeBC, including penalties levied by the WorkSafeBC. The provisions of this subsection 14.3 survive and apply after the expiry or earlier termination of this Agreement.

15. Representation

- 15.1. Subject to subsection 15.2, for all purposes hereunder:
- a) the City will be represented by the [insert name (or applicable City Staff title)]; and
- b) the Consultant will be represented by [insert name].
- 15.2. Either party may, at any time and from time to time, change its representative by giving prompt written notice to the other party of such replacement.
- 15.3. Notwithstanding subsection 15.2, if, at any time, the City's representative, acting reasonably, objects to the Consultant's representative, then the Consultant will give consideration to replacing the Consultant's representative with a person acceptable to the City's representative. The Consultant's representative may, at the Consultant's election, be an employee of the Consultant, be a subcontractor or an employee of a subcontractor, or be any other third party.

16. Subcontractors and Personnel

- 16.1. The Consultant will ensure that its obligations under this Agreement are performed by subcontractors or personnel with the technical and other skills as may be specified in Schedule A Statement of Work and all other knowledge, training, experience, qualifications, skills and capabilities necessary to perform their work in a competent and efficient manner.
- 16.2. The Consultant will promptly remove any subcontractor or personnel (including personnel of a subcontractor) whom the City either:
- a) considers unsuitable for the task to which they are assigned; or
- b) considers to be detrimental to its working relationship with the Consultant.
- 16.3. The Consultant will replace any individual who is removed or is unavailable with another knowledgeable, trained, experienced, qualified and capable individual approved by the City.
- 16.4. If Schedule A Statement of Work identifies any personnel of the Consultant or a subcontractor as key personnel (each, a "**Key Personnel**"), then the Consultant will ensure that each such Key Personnel are committed and available to perform work pursuant to this Agreement on a first priority basis relative to other work, tasks and assignments or commitments that they may otherwise have assigned to them.
- 16.5. The Consultant will not withdraw the services of any Key Personnel without the City's prior written consent unless such Key Personnel has resigned their employment or terminated their engagement with the Consultant or is otherwise unavailable due to circumstances beyond the Consultant's control. In such event, the Consultant will replace such Key Personnel with personnel that:
- a) has comparable or superior qualifications and experience to the Key Personnel whom they are proposed to replace; and
- b) is satisfactory to the City, acting reasonably.
- 16.6. Nothing in this Agreement limits the Consultant's rights or ability to terminate an employee or the right of any employee of the Consultant to resign voluntarily from employment.
- 16.7. Notwithstanding any other provision of this Agreement, the Consultant is fully responsible and liable for, and bears all risks relating to, all conduct, acts and omissions by each and every one of its subcontractors and personnel.

17. Ownership of Products

17.1. The City will take title to and ownership of all intellectual property, materials and products made, conceived, developed, acquired or first reduced to practice in whole or in part by the Consultant, its employees, shareholders, directors, officers, agents and contractors pursuant to this Agreement, including all patents, trade-marks, copyrights, industrial

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designs, confidential information, trade secrets and know how, including but not limited to all information, data, documentation, customer lists, customer data, computer programs and systems, source code, object code, software, artistic and literary works, blueprints, schematics, inventions, concepts, ideas, designs, prototypes, models, methods, techniques, procedures, skill, experience, drawings, notes and reports. All such intellectual property, materials and products will be provided to the City upon the expiration or earlier termination of this Agreement. Without limiting the foregoing, the Consultant will take such steps as the City may reasonably require to effect the transfer title to such intellectual property, materials and products to the City.

- 17.2. Not Used.
- 17.3. Not Used.
- 17.4. Notwithstanding anything else in this Agreement, subsections 17.1 do not apply to any open source software, any software released under a GNU General Public License, or any modifications or changes to such software.

18. Confidential Information

- 18.1. Without limiting the terms of Schedule C Cloud Services Terms, if applicable, the Consultant acknowledges and agrees that during the course of performing services for the City, the Consultant will have access to or may develop non-public information regarding the City and its business, operations and systems, and data and information regarding the City's citizens and individual users of the City's services (collectively the "Confidential Information"), all of which is the confidential and proprietary information of the City and is or will be owned solely by the City. The Consultant will use the Confidential Information only in connection with the Consultant's provision of services to the City and in accordance with this Agreement. Both during and indefinitely after the term of this Agreement, the Consultant will:
- a) maintain the strict confidentiality of the Confidential Information using the same degree of care as the Consultant affords to its own confidential information of a similar nature which it desires not to be accessed, used, disclosed or disseminated, and in no event less than reasonable care, to prevent the unauthorized access to or use or disclosure of the Confidential Information;
- b) not disclose or make the Confidential Information available to any other person in any manner or form without the City's express prior written consent, except for bona fide disclosures required by applicable laws; and
- c) ensure that all of its personnel and subcontractors and other persons to whom the Consultant discloses the Confidential Information are legally bound to comply with the restrictions and requirements set forth in this Agreement.

- 18.2. Upon request by the City, the Consultant will either deliver to the City or permanently delete and destroy all paper and electronic documents and other records containing Confidential Information in the Consultant's possession, power or control.
- 18.3. The provisions of Section 18 survive and apply after the expiry or earlier termination of this Agreement.

19. FOIPPA

- 19.1. The City is subject to Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time ("FOIPPA") and, accordingly, in order for the City to comply with the requirements of FOIPPA, the Consultant will, prior to or at the same time as providing the City with copies of, or access to copies of, any records containing personal information (as defined in FOIPPA) of the Consultant's or any subcontractor's employees, obtain the written consent of each affected individual to the indirect collection of his or her personal information (as defined in FOIPPA) by the City. Upon request, at any time, the Consultant will provide, within five days of such request, evidence satisfactory to the City, acting reasonably, that such consent has been obtained.
- 19.2. The Consultant acknowledges and agrees that it is a service provider (as defined in FOIPPA) to the City and that it is subject to the provisions of FOIPPA with respect to the personal information (as defined in FOIPPA) to which the Consultant may have access pursuant to this Agreement. If the City provides any personal information to the Consultant or the Consultant otherwise obtains access to any personal information in the City's custody or control, then the Consultant will comply with all applicable provisions of FOIPPA, including those provisions regarding the collection, storage, use, protection, and disclosure of personal information.
- 19.3. The provisions of Section 19 survive and apply after the expiry or earlier termination of this Agreement.

20. Conflicts of Interest

20.1. The Consultant will not during the term of this Agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Consultant to the City under this Agreement and the obligations of the Consultant to such other person, firm or corporation.

21. Term

21.1. Not Used.

21.2. This Agreement will commence on the Effective Date and will continue in full force and effect for a period of two (2) years unless earlier terminated by either party in accordance with this Agreement.

22. Termination

- 22.1. The City may terminate this Agreement at any time by providing written notice, delivered to the Consultant in accordance with subsection 25.1, at least four (4) weeks prior to the effective date of termination, or such shorter time as may be agreed upon by the parties.
- 22.2. Not Used.
- 22.3. If in the opinion of the person described in subsection 15.1.a), the Consultant has breached a material term of this Agreement, and the Consultant has failed to remedy such breach within thirty (30) days of delivery of written notice, delivered to the Consultant in accordance with subsection 25.1, then the City may, without limiting any other remedy to which the City may be entitled under this Agreement or at law, terminate this Agreement immediately without notice.
- 22.4. Not Used.
- 22.5. If this Agreement is terminated, then the City will pay the Consultant fees owing for Services performed, plus City approved wind up costs of up to <\$1,000>, in accordance with this Agreement up to the effective date of such termination.
- 22.6. No breach or default under this Agreement by the City will constitute a repudiation of this Agreement by the City.

23. Warranty

- 23.1. The Consultant warrants that all Services will be performed in accordance with this Agreement, free from defects in material, workmanship and any design or engineering furnished by or on behalf of the Consultant.
- 23.2. If defects, including latent defects, are discovered in the Services within twenty-four (24) months of completion of the Services, then the Consultant will correct the defect promptly upon written notification from the City. The Consultant will be responsible for all costs associated with such corrections, including all costs incurred by the City in relation to the corrections (such as the costs to retain other contractors, consultants, costs of materials and equipment, administrative and supervisory costs and the cost of the City's own forces), and the Consultant will indemnify and save harmless the City from any resulting damages. Other work removed or damaged due to such defects, or the corrections or making good such defects, will also be made good by the Consultant without additional payment by or cost to the City.
- 23.3. The provisions of Section 23 survive and apply after the expiry or earlier termination of this Agreement.

23.4. User acceptance testing of all or part of the Services does not invalidate or waive the warranty obligations under the provisions of this Section 23.

24. Language

24.1. All documents to be given under this Agreement will be provided in English and the Contractor's representative and any Key Personnel will be fluent in English.

25. Notices

25.1. Any notices, directions or other communication required or contemplated by this Agreement (a "**Notice**") must be in writing and may be given by personal delivery, by electronic means (including email) or by mail and addressed:

in the case of a Notice to the City, at:

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

Attention: Manager, Purchasing Email: Purchasing@richmond.ca

in the case of the Contractor, at:

[INSERT ADDRESS]

Attention: Email:

or to such other address as the party to whom such Notice is to be given shall have last provided to the other party by notice from time to time. Notices shall be deemed to have been received: (a) if delivered, at the time of delivery; (b) if given electronically, at the time of sending the message; and (c) if given by mail, on the fifth day after the mailing of the notice. If normal facsimile service, courier service, electronic service or mail service is interrupted by strike, labour slowdown or other cause beyond the control of the party providing the notice, a notice sent by the impaired service will not be deemed to be received until actually received, and the party sending the notice will send it by another service in order to ensure its prompt receipt.

26. Disputes

- 26.1. All disputes arising out of the Contract will be resolved in accordance with Section 26.
- 26.2. A party with a dispute may, at any time, deliver written notice to the other party in accordance with subsection 25.1, with a copy to each party's

representatives as set out in subsection 15.1, as applicable, describing the dispute.

- 26.3. Without limiting the parties' rights under this Agreement, the City will encourage and support the City's representative and the Consultant will encourage and support the Consultant's representative to use good faith efforts to resolve any dispute promptly upon becoming aware of the dispute.
- 26.4. Any dispute which cannot be settled by good faith negotiations between the parties will be referred to a representative(s) of each of the parties who, to the extent reasonably practicable, have not been previously involved in the events leading to the dispute for a settlement meeting.
- 26.5. Any dispute which is not settled after the settlement meeting described in subsection 26.4, may, with the prior written consent of both parties, be submitted to private and confidential arbitration pursuant to the *Arbitration Act* (British Columbia) and the Rules of Procedure of the British Columbia International Commercial Arbitration Centre ("BCICAC"). In the event the dispute is submitted to arbitrator, the parties agree that the tribunal will consist of one Arbitrator (the "Arbitrator"). If the parties cannot agree on the Arbitrator, the Arbitrator will be appointed by the BCICAC. The Arbitrator must be qualified by education and training to decide the dispute between the parties.
- 26.6. Notwithstanding any dispute, the parties will continue to fulfill their obligations pursuant to this Agreement.

27. No Promotion of Relationship with the City

27.1. The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Contractor to perform its obligations under the terms of this Agreement).

28. Force Majeure

28.1. If either the Consultant or the City is delayed in the performance of any of their obligations under this Agreement as a result of an event of Force Majeure, then the party claiming the delay will be excused from performance of such obligations, provided that party gives written notice in accordance with subsection 25.1, and mitigates the effect of the delay in accordance with that party's duty at law to mitigate, as applicable. The party delayed by an event of Force Majeure will be entitled to an extension of the time for the performance of the affected obligations equal to the impact of the delay caused by the event of Force Majeure, but will not be entitled to, nor will such party make any claim for, reimbursement

or the payment of any costs suffered by that party as a result of the event of Force Majeure.

29. General

- 29.1. Except as expressly set out otherwise in the Contract Documents or the context otherwise requires, the following will apply to the interpretation of this Agreement:
- a) headings are for convenience and reference only and will not affect the interpretation of this Agreement;
- b) all dollar figures will mean Canadian dollars;
- c) any notice or communication required or permitted to be given under this Agreement will be in writing;
- d) words importing the singular include the plural, and vice versa;
- e) words importing gender include all genders;
- f) where a reference is made to a "day", "week", "month" or "year", the reference is to the calendar period;
- g) where the date for any delivery or response falls on a Saturday, Sunday or statutory holiday observed in British Columbia, the date for such delivery or response will be extended to the next following day which is not a Saturday, Sunday or statutory holiday observed in British Columbia;
- h) in the calculation of time, the first day will be excluded and the last day will be included;
- i) the words in the Contract Documents will bear their natural or defined meaning;
- j) the word "including" is deemed to be followed by "without limitation";
- any reference to a statute will include such statute and its corresponding regulations, together with all amendments made to such statute and regulations and in force from time to time, and any statute or regulation that may be passed which has the effect of amending, supplementing or superseding the statute referred to or such statute's corresponding regulations; and
- the parties confirm that they each have obtained independent legal advice, or elected not to obtain such advice, and accordingly agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of this Agreement.
- 29.2. Time is of the essence of this Agreement.
- 29.3. This Agreement may be amended upon mutual agreement of the parties in writing.

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- 29.5. For the purposes of any legal actions or proceedings brought by a party against the other party, the parties hereby irrevocably accept and submit to the exclusive jurisdiction of the courts of the Province of British Columbia and acknowledge such courts' competence and the convenience and propriety of the venue and agree to be bound by any judgment of such courts and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.
- 29.6. This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto will be binding upon the City unless made in writing and signed by the City. In addition:
- a) no waiver of any provision of this Agreement; and
- b) no consent required pursuant to the Contract Documents,

is binding or effective unless it is in writing and signed by an authorized signatory of the party providing such waiver or consent.

For certainty:

- c) purchase orders, forms of acceptance, invoices, and other documents issued by either party in connection with this Agreement; and
- d) other forms of agreements and other terms and conditions that may be included by the Consultant with any Deliverables,

will be deemed to have been issued for administrative convenience or for information only and, whether or not signed by the City, are of no force and effect and will not in any way amend this Agreement.

- 29.7. Each provision of this Agreement is severable. If any provision of this Agreement is to any extent invalid or unenforceable, the remainder of this Agreement will not be affected and each remaining provision of this Agreement will be separately valid and will be enforceable.
- 29.8. Except as expressly set out otherwise in the Contract Documents, nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon or to give any person which is not a party to this Agreement any rights or remedies under or by reason of this Agreement.
- 29.9. Not Used.
- 29.10. This Agreement may be executed in any number of counterparts each of which is deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument, and signed counterparts of this Agreement may be delivered personally or by mail or transmitted

by facsimile transmission or by other means of electronic communication, including email attaching a PDF.

The City and the Consultant have executed this Agreement as of the day and year first above written.

CITY OF RICHMOND

Per: _____ Signature

[Name and title of person signing]

[INSERT FULL LEGAL NAME OF THE CONSULTANT]

Per: _____ Signature

[Name and title of person signing]

Schedule A – Statement of Work

[*This section will be developed with the successful Contractor based on RFP 7074P, including but not limited to Appendix 4 -Scope of Work.*]

Schedule B – User Acceptance Testing

- 1. At the end of each phase as described in Schedule A (including at the end of the last phase as described in Schedule A), the City may conduct user acceptance testing of:
 - a) any of the Services; and
 - b) any of the Deliverables,
 - c) in accordance with the process described in Section 2 of this Schedule.
- 2. If the City conducts user acceptance testing, then unless expressly stated otherwise in Schedule A, the following provisions will apply in respect of such user acceptance testing:
 - a) user acceptance testing will be based upon the applicable user acceptance criteria developed by the Contractor in consultation with the City at the end of each Phase as described in Schedule A, as accepted by the City. If the parties are unable to agree on an applicable user acceptance criteria for a particular Service or Deliverable described in Schedule A, then the applicable user acceptance criteria for that Service or Deliverable will be deemed to be that the Service or Deliverable will be satisfactory to the City;
 - b) the Contractor will, as part of the Services and at no additional cost to the City:
 - i) review and test the Service or Deliverable for conformance to the applicable user acceptance criteria; and
 - ii) make all necessary corrections as a result of its review and testing, so that the Contractor is reasonably satisfied that the Service or Deliverable conforms to the applicable user acceptance criteria;
 - c) promptly after the Contractor completes a Service or delivers a Deliverable in respect of which one or more accepted user acceptance criteria apply, the Contractor will deliver written notice (the "User Acceptance Testing Notice") to the City requesting that the City accept the Service or Deliverable as complying with the applicable user acceptance criteria;
 - d) within a reasonable time after delivery of the User Acceptance Testing Notice (taking into consideration the project schedule) (the "Assessment Period"), the City will conduct user acceptance testing for the Service or Deliverable;
 - e) the Contractor will, as part of the Services and at no additional cost to the City, reasonably assist the City to conduct user acceptance tests and will provide any specific assistance as may be described in Schedule A;
 - f) if the Service or Deliverable is not acceptable to the City, then on or before the last day of the Assessment Period, the City will deliver to the Contractor a written notice describing, with reasonable specificity, the nature of the deficiencies in the Service or Deliverable (a "Rejection Notice");
 - g) upon receipt by the Contractor of a Rejection Notice, the Contractor will, within a reasonable time, taking into consideration the severity of the deficiency and the project schedule, correct the deficiencies, at the Contractor's sole expense, and deliver to the City a written notice that the deficiencies are corrected (a "Correction Notice");

- h) upon receipt by the City of a Correction Notice, the City will, within a reasonable time taking into consideration the project schedule (the "**Further Assessment Period**"), conduct further user acceptance testing of the Service or Deliverable in accordance with the process described in this Section 2; and
- if the Contractor fails to correct a deficient Service or Deliverable described in this Section 2 within the time period as set out in this Section 2(g), or if any Service or Deliverable fails the further assessment described in Section 2(h) and is not acceptable to the City, then on or before the last day of the Further Assessment Period, the City may deliver a Rejection Notice to the Contractor of such failure and the City may, at its option, either:
 - i) extend the time for the Contractor to correct the deficient Service or Deliverable and to deliver a Correction Notice;
 - ii) negotiate with the Contractor regarding a revision of the applicable user acceptance criteria to allow for the deficient Service or Deliverable; or
 - iii) invoke its other remedies pursuant to this Agreement.
- 3. The City has the right of review and prior acceptance with respect to the Contractor's performance of any of the Services. The City may require that its prior approval be obtained at any stage of the Services before the Contractor proceeds with the next stage of the Services.
- 4. The City's authority to conduct user acceptance testing, or otherwise review any Service or Deliverable, will be for the benefit of the City, and such authority will not give rise to any duty or responsibility on the City to the Contractor or its subcontractors, or their agents, employees or other persons performing any of the Services, to order user acceptance testing, or otherwise review any Service or Deliverable, provided that the City's failure to conduct user acceptance testing with respect to any Service or Deliverable in accordance with Sections 2(d) or (h) will be deemed to be acceptance of such Service or Deliverable.

Schedule C – NOT USED.

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Schedule D – Schedule of Fees

[*This section may be completed based on the Pricing provided in the Contractor's response, and if applicable, in accordance with negotiations with the successful Contractor.*]

Schedule E – Proposal Extracts

[*This section may be completed based on the Contractors responses submitted to Appendix 1 - Submissions Instructions and Requirements, and if applicable, in accordance with negotiations with the successful Contractor.*]

7074P - MyRichmond Mobile Application Project

Opening Date: March 25, 2021 12:00 PM

Closing Date: April 29, 2021 12:00 PM

Proponents should insert "n/a" into any mandatory field for which the Proponent will not, or cannot, deliver the Services. If the Proponent cannot provide the information, please insert an explanation after entering 'n/a' into the mandatory field.

Should the Proponent leave non-mandatory fields and/or forms blank, the City will assume that the Proponent does not, or cannot, offer the information, services or products requested.

Schedule of Prices

The unit prices, and/or lump sums, hereinafter stated, applied in accordance with the terms of the Contract, represent the entire cost to the City for the complete performance of the Work, in Canadian dollars. Applicable GST and PST are additional.

The unit prices, and/or lump sums, hereinafter stated, will be deemed to include but not be limited to:

a) all costs for labour, equipment and materials (including expenses and disbursements) included in or required for the completion of the Work, including all items which, while not specifically listed, are included in the Work specifically or by necessary inference from the draft Contract Documents;

b) all assessments payable with respect to labour as required by any statutory scheme, such as unemployment insurance, holiday pay, insurance, CPP, and all employee benefits and the Workers Compensation Act

c) all overhead costs, including head office and on-site overhead costs, and all amounts for the Contractor's profit; and

d) all costs required for compliance with all laws applicable to the performance of the Work.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Fees for Discovery Phase 1

Proponent's should set out their proposed fee structure and provide a clear breakdown of costs for each deliverable within Phase 1 of this Project.

- 1. In the 'Phase 1 Deliverables' column, insert the deliverable (outcome) that will be delivered as a result of the tasks performed;
- 2. In the 'Phase 1 Tasks/Activities' column, insert all required tasks and/or activities in point form that will be performed in order for the Deliverable to be achieved:
- 3. In the 'Total Effort by Headcount Hours' column, insert the total hours that will be required to complete all activities and produce the result (deliverable);
- 4. In the 'Lump Sum' column, insert the combined cost for all tasks and activities performed to produce each specific Deliverable (cost per deliverable where applicable).

Phase 1 Deliverables	Phase 1 Tasks/Activities	Total Effort by Headcount Hours	Lump Sum	Total	Ţ
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					_
				<u> </u>	-
					_
		The Defense			
					_
					-
					_
					_
					-
				-4-1	_
			Subt	otal:	_

Fees for Development Phase 2

Proponent's should set out their proposed fee structure and provide a clear breakdown of costs for each deliverable within Phase 2 of this Project.

- 1. In the 'Phase 2 Deliverables' column, insert the deliverable (outcome) that will be delivered as a result of the tasks performed;
- 2. In the 'Phase 2 Tasks/Activities' column, insert all required tasks and/or activities in point form that will be performed in order for the Deliverable to be achieved;
- 3. In the 'Total Effort by Headcount Hours' column, insert the total hours that will be required to complete all activities and produce the result (deliverable);
- In the 'Lump Sum' column, insert the combined cost for all tasks and activities performed to produce each specific Deliverable (cost per deliverable where applicable).

Phase 2 Deliverables	Phase 2 Tasks/Activities	Total Effort by Headcount Hours	Lump Sum	Total
			Subl	total:

Fees for Development Review & Fine Tune Phase 3

Proponent's should set out their proposed fee structure and provide a clear breakdown of costs for each deliverable within Phase 3 of this Project.

- 1. In the 'Phase 3 Deliverables' column, insert the deliverable (outcome) that will be delivered as a result of the tasks performed;
- 2. In the 'Phase 3 Tasks/Activities' column, insert all required tasks and/or activities in point form that will be performed in order for the Deliverable to be achieved;
- 3. In the 'Total Effort by Headcount Hours' column, insert the total hours that will be required to complete all activities and produce the result (deliverable);
- 4. In the 'Lump Sum' coloumn, insert the combined cost for all tasks and activities performed to produce each specific Deliverable (cost per deliverable where applicable).

Phase 3 Deliverables	Phase 3 Tasks/Activities	Total Effort by Headcount Hours	Lump Sum	Total
· · · · · · · · · · · · · · · · · · ·				
			Subl	otal:

Fees for MyBusiness Phase 4

Proponent's should set out their proposed fee structure and provide a clear breakdown of costs for each deliverable within Phase 4 of this Project.

- 1. In the 'Phase 4 Deliverables' column, insert the deliverable (outcome) that will be delivered as a result of the tasks performed;
- 2. In the 'Phase 4 Tasks/Activities' column, insert all required tasks and/or activities in point form that will be performed in order for the Deliverable to be achieved;
- 3. In the 'Total Effort by Headcount Hours' column, insert the total hours that will be required to complete all activities and produce the result (deliverable);
- 4. In the 'Lump Sum' column, insert the combined cost for all tasks and activities performed to produce each specific Deliverable (cost per deliverable where applicable).

Phase 4 Deliverables	Phase 4 Tasks/Activities	Total Effort by Headcount Hours	Lump Sum	Total
	······································			
			Subt	otal:

Fees for Software Licensing/ Subscription

Proponent's should state their Proposed licensing or subscription fees for the product (cost per end user license if applicable). Should the Proponent have multiple licensing options available, the City expects that the Proponent will submit their additional software options in the form entitled 'Optional Fees'.

Product Name		Product Description	Unit of Measure	Quantity	Unit Price	Regular Discounts	Subtotal	Added Government Discounts	Total
	Select A Value 🔻		each						
	Select A Value 👻		each						
	Select A Value 🔹		each						
							• • • • • • • • • • • • • • • • • • • •	Subtotal:	

Fees for Annual Software Support and Maintenance

Proponent's should state the annual support and maintenance renewal fees that will be charged to the City after the initial Term of the Agreement (two [2] years). Please refer to the RFP, Draft Contract Documents for Terms relating to the annual renewal escalation percentage maximums.

Description	Renewal Fee *	Lump Sum
Annual renewal cost for the provision of software support and maintenance services - Year 3		*
	Subtotal:	

Value Added

Proponents should provide information on all value added services, further discounts and/or cost saving strategies offered to the City in the Proponent's Proposal. Be advised that all cost savings in dollar amounts listed in this form will not be subtracted from any amount in the 'Summary Table'.

We will not be submitting for Value Added

Value Added Items	Describe Benefit to the City	Savings (in Dollar Amounts)	
			/

Optional Fees

Proponent's should list any other **optional** goods and/or services that may not have originally been accounted for in this RFP and/or that may enhance the requirements identified herein.

Be advised that optional goods or services fees listed in this form will not be included or added into the Summary Table (Contract Subtotal) and are for the City's consideration only. All goods and services entered into this form are non-required, optional products or services.

Examples of optional items that may be offered to the City are, but not limited to, the following:

- additional support and/or maintenance fees (over and above the support services included in the Proponent's Proposal);
- further enhancement options, updates and or upgrades;
- further services, such as custom builds not included in the solution;
- additional deployment, integration, testing and or training services.

F We will not be submitting for Optional Fees

Goods/Service List	Description	UOM	Unit Price	Qty	Total
		I		Subt	otal
				Subt	otal:

Form of Financial Proposal Information

Proponents should disclose all assumptions made while putting together their price Proposal and provide any other additional information that the City should be aware of, relevant to their Financial Proposal. Proponent's are required to reference the section within the Pricing Schedule if they are providing additional information or supporting comments in this form.

F We will not be submitting for Form of Financial Proposal Information

Section Reference	Assumptions/ Comments/ Supporting Information
General Pricing Information	
Fees for Discovery Phase 1	
Fees for Development Phase 2	
Fees for Development Review and Fine Tune Phase 3	
Fees for MyBusiness Phase 4	
Fees for Licensing/ Subscription	
Fees for Annual Support and Maintenance	
Optional Fees	

Summary Table

Bid Form	Amount	
Fees for Discovery Phase 1		
Fees for Development Phase 2		
Fees for Development Review & Fine Tune Phase 3		
Fees for MyBusiness Phase 4		
Fees for Software Licensing/ Subscription		
Fees for Annual Software Support and Maintenance		
Subtotal Contract Amount:		

Bid Questions

Please provide the following contact/ business information:

Name of Representative:	
Title of Representative:	
Emails of Representative:	
Phone Number of Representative:	
Phone Extension (if applicable)	
GST Registration Number (if no GST registration number is provided, will be considered as not registered for GST):	[·····································
If the Proponent is a partnership or a joint venture, the name of the partnership or joint venture	

Executive Summary

The executive summary should provide a synopsis of the Proponent's overall approach to the performance of the Work and set out the key points of the Proponent's Proponent's Proposal that demonstrates the Proponent's understanding of the Project (including background, objectives and scope) and the Work to be provided.

Proponent Response *

Company Background and Expertise

Proponent's must provide information on their company background, experience and service level expertise.

Proponent Background and Expertise	Proponent Response *	No.
Provide a corporate profile of the Proponents firm outlining its history, philosophy and mission.		•
Describe the full range of services offered by the Proponent and explain how the proposed services/solution align with the City's requirements, corporate goals and objectives.		•
Describe the Proponent's overall operational capacity to perform the Work, including a description of resources available, current staffing level and capabilities.		•

Past Projects including References

- 1. Proponents should list three (3) current and past projects from within the last five (5) years, delivered to three (3) different clients with a focus on clients that are most similar to the City that demonstrates the Proponent's experience with performing work similar to the Work.
- 2. Information and experience provided for each project, should include, but is not limited to, the following:
 - project date(s);
 - description of the project;
 - description of the Proponent's role in the project;
 - the name of the customer or organization whose project it was; and
 - the name and contact information (address, telephone number and email address) of the Proponent's primary contact for such customer or organization.

	Reference #1 *	Reference #2 *	Reference #3 *	
Company				*
Reference Name				*
Phone				•
Email				*
Total Price of Contract				
Date Commenced				*
Date Completed				*
Describe the past Project, including details of the Proponent's approach and list all deliverables.				٠
Describe the service/ solution delivered and further detail how it met the client's needs.				•
List the data security measures that were enforced in the past Project by the Proponent, including all measures to ensure compliance with the Province of British Columbia personal information privacy legislation.				•
Provide an overview of the end user and administrator training program(s) provided by the Proponent in the past Project.				*
Provide details of the challenges faced during the past Project; how the Proponent addressed all issues and then overcame those challenges to achieve the desired outcome.				

Proponent's Proposed Team

Provide details about the Proponent's proposed team to be assigned to perform the Work, including:

- 1. Identify and list each individual that the Proponent proposes to assign to perform the Work;
- 2. For each project team member, set out their qualifications and experience, as well as past projects and their respective roles played in those projects;

Proponent's must demonstrate how each individual team member proposed clearly reflects relevant project skillsets, qualifications and expertise to carry out the Work and deliver all Project deliverables set out in the RFP. Proponent's are required to ensure that detailed resumes for each proposed personnel is provided in addition to this form within section 'Document Uploads'.

The City expects that for each subcontractor assigned to the work, the Proponent will include their individual qualifications, background and experience in this form and also provide their individual Resume(s).

Full Name	Proposed Role	Experience Highlights	Qualifications and Credentials	Past Project Names and Roles	

Methodology and Approach to the Work

A Proponent's Proposal should include sufficient information that demonstrates the Proponent's strength and ability to deliver the Work, including creative and/or innovative approaches to perform the Work. Proponent's should ensure that the approach and methodology for each phase is clearly and completely covered in this section.

Methodology	Response *	1990
Include a short narrative covering the key elements within each phase of the Project, that describes how the Proponent's proposed methodology will meet the specific requirements for the Work as set out in the draft Contract Documents.		*
Provide a detailed implementation project plan for the City's onboarding, including technical integration, testing, go-live deployment and user training.		*
Describe the proposed training plan, including training materials required for implementation and ongoing use of the Solution. Provide details on the training approach, roll-out schedule and other relevant training requirements.		
Describe the Proponent's change management practices that will be enforced throughout the implementation and transformation. Outline process stages that highlight: communications and end user adoption and training plans.		
Highlight any innovative approaches, best practices and/or tools that the Proponent intends to use to perform the Services. Describe how this approach benefits the City and ensures that all project objectives and goals are met.		
Provide a list of the City's staff whose participation in the Project is anticipated by the Proponent and is necessary in order to perform the Work, including, for each such person, a brief description of the nature of his or her participation and the Proponent's estimated time requirements for such participation.		×

Phase 1 - Work Plan and Schedule

The Proponent should include information explaining each project task set out in the work plan for Phase 1 of the Project, including, a clear breakdown of all milestone deliverables and target schedules reflecting a keen understanding of the project deliverable requirement(s) as set out in the RFP.

Phase 1 Description Of:	Proponent Response *	ine Maria
Tasks - Provide a list of all required tasks, including a short description of each task and clearly demonstrate how the task meets the specific requirements for the Work and creates a clear path to achieving Phase 1 objectives and milestones.		*
Deliverables - Indicate all timelines for the completion of all deliverables for Phase 1, including but not limited to: project meetings, interim reports and progress reports as may be required under the draft Contract Documents.		
Milestones - Outline and explain the milestone(s) within Phase 1 of this Project, highlighting the overarching milestone deliverable(s) in order of anticipated completion.		•

Phase 2 - Work Plan and Schedule

The Proponent should include information explaining each project task set out in the work plan for Phase 2 of the Project, including, a clear breakdown of all milestone deliverables and target schedules reflecting a keen understanding of the project deliverable requirement(s) as set out in the RFP.

Phase 2 Description Of:	Proponent Response *	
Tasks - Provide a list of all required tasks, including a short description of each task and clearly demonstrate how the task meets the specific requirements for the Work and creates a clear path to achieving Phase 2 objectives and milestone(s).		·
Deliverables - Indicate all timelines for the completion of all deliverables for Phase 2, including but not limited to: project meetings, interim reports and progress reports as may be required under the draft Contract Documents.		*
Milestones - Outline and explain the milestone(s) within Phase 2 of this Project, highlighting the overarching milestone deliverable(s) in order of anticipated completion.		*

Phase 3 - Work Plan and Schedule

The Proponent should include information explaining each project task set out in the work plan for Phase 3 of the Project, including, a clear breakdown of all milestone deliverables and target schedules reflecting a keen understanding of the project deliverable requirement(s) as set out in the RFP.

Phase 3 Description Of:	Proponent Response *	201102
Tasks - Provide a list of all required tasks, including a short description of each task and clearly demonstrate how the task meets the specific requirements for the Work and creates a clear path to achieving Phase 3 objectives and milestone(s).		·
Deliverables - Indicate all timelines for the completion of all deliverables for Phase 3, including but not limited to: project meetings, interim reports and progress reports as may be required under the draft Contract Documents.		*
Milestones - Outline and explain the milestone(s) within Phase 3 of this Project, highlighting the overarching milestone deliverable(s) in order of anticipated completion.		ŀ

Phase 4 - Work Plan and Schedule

The Proponent should include information explaining each project task set out in the work plan for Phase 4 of the Project, including, a clear breakdown of all milestone deliverables and target schedules reflecting a keen understanding of the project deliverable requirement(s) as set out in the RFP.

Phase 4 Description Of:	Proponent Response *	
Tasks - Provide a list of all required tasks, including a short description of each task and clearly demonstrate how the task meets the specific requirements for the Work and creates a clear path to achieving Phase 4 objectives and milestone(s).		
Deliverables - Indicate all timelines for the completion of all deliverables for Phase 4, including but not limited to: project meetings, interim reports and progress reports as may be required under the draft Contract Documents.		
Milestones - Outline and explain the milestone(s) within Phase 4 of this Project, highlighting the overarching milestone deliverable(s) in order of anticipated completion.		·

IT Security Requirements

Proponent's are required to confirm their ability to meet all IT security requirements set out below, and disclose any issues, concerns or required additional measures to be taken by the Proponent to ensure compliance.

IT Security Minimums	Confirm Ability *	Supporting Comments	
All data exchanged over the mobile app must be encrypted with minimum TLS 1.2 using strong cipher suite.	ſYes ſNo		•
Product/ solution to be HTTPS compliant with minimum TLS 1.2 for transport layer security	∩ Yes ∩ No		•
All data to be encrypted at rest using a minimum AES 256 encryption standard	ſYes ſNo		•
If a hosted solution, to be hosted in Canada	ſYes ſNo		•
Non-recommended cipher suite for TLS 1.2 should be disabled by default to ensure all communication will adhere to TLS 1.2 compliance.	ſYes ſNo		•
Validation rules in place for files being uploaded, picture types, file sizes.	r Yes r No		*

IT Technology Requirements

Proponent's are required to confirm their ability to meet all IT technology requirements set out below, and disclose any issues, concerns or required additional measures to be taken by the Proponent to ensure compliance.

IT Technology Minimums	Confirm Ability *	Supporting Comments	New Y
Application proposed is iOS compatible.	r Yes r No		ŀ
Application proposed is Android compatible.	r Yes r No		
Application proposed supports the latest and next-to-last versions for iOS, including the following form factor: iPhone SE iPhone 11 iPhone 11 Pro iPhone 11 Pro Max iPhone 12 mini iPhone 12 iPhone 12 Pro Max	r Yes r No		÷
Application proposed supports Android 8 and above and testing on mainstream Google, LG and Samsung devices.	r Yes r No		+
Proponent confirms that the end product (final, developed and full functioning application) will be a native mobile application.	r Yes r No		*
API for backend Web Services are Hapi.js on Node.js	r Yes r No		•
The proposed mobile application must use ForgeRock SDK to implement user login/logout.	r Yes r No		×
The proposed mobile application backend will use FireBase for push notification and data synchronization.	r Yes r No		*

Application/Development Requirements

Proponent's must populate this form to provide confirmation of their proposed application's ability to meet the minimum integration requirements set out in the draft Contract Documents.

By confirming yes to the listing enclosed, the Proponent is gauranteeing their proposed application will seamlessly integrate with the City's application and development requirements, any alternatives indicated must clearly demonstrate compatibility, suitability and ease of use/integration.

Line Item	Application/ Development Requirement	Confirm Ability *	Supporting Comments/ Alternative Details	AND TOTAL
1	Will the proposed application consume existing City REST APIs to provide features required by the app?	∩Yes ∩No		*
2	Will the developer need to develop new City APIs for consumption by the mobile app? If yes, please indicate the quantity and reason in the supporting comments section.	r Yes r No		•
3	Will the newly developed APIs have the capability to integrate through REST API, Web services (SOAP), or direct database connection with line-of-business applications to expose functions and render information?	r Yes r No		
4	Will the newly developed REST APIs be developed in compliance with the City of Richmond's REST API development guidelines?	r Yes r No].
5	Will the proposed application enable MyRichmond account login and integrating with FaceID/TouchID in iOS version of the mobile app and fingerprint authentication on Android?	r Yes r No		ŀ
6	Will the proposed application enable registration of new MyRichmond accounts and perform account maintenance functions such as password reset and editing account personal information, communication subscriptionsetc.?	r Yes r No		•
7	Will the proposed application allow customers to logout of the MyRichmond account?	r Yes r No		*
8	Will the proposed application include the ability to easily enable mobile push notifications and allow the customer to subscribe to specific types of City programs.	r Yes r No		•
9	Will the Mobile push notifications in the proposed application be personalized to the current account login?	r Yes r No		•
10	Will the proposed application enable viewing capabilities for the the user's (and his/her family's) registered recreation programs and activities by integrating with the Recreations Program application?	r Yes r No		•
11	Will the proposed application retrieve a set of registered activities using geolocation and allow the customer to check- in using the mobile app and enable the generation of a digital chit?	r Yes r No		

12	Will the proposed application integrate with Game Centre in iOS version to unlock achievements and update the leader board?	r Yes r No	•
13	Will the proposed application be able to create a Digital Recreation Membership Pass that can be used instead of a physical plastic membership card to access memberships purchased at City recreation facilities?	r Yes r No	·
14	If yes to #13, will the iOS version of the proposed application optionally allow the digital pass to be placed in an Apple Wallet?	r Yes r No	+
15	Will the proposed application display the recycling/garbage collection calendar for the zone associated with the account's home address by calling the Recycling provider's REST API?	r Yes r No	•
16	Will the proposed application display the City's CRM application case history and status for requests escalated by the customer?	r Yes r No	•
17	Will the proposed application enable customers to create a new CRM request and updates as well as integrate with a device camera and photo library to upload relevant images?	r Yes r No	•
18	Will the proposed application allow client to purchase CCTV footages and ability to search for nearby traffic cameras using geolocation?	r Yes r No	
19	Will the proposed application allow customers to view and manage linked properties for property taxes and utility billings: account information, current bill details, payment history and property assessment?	r Yes r No	
20	Will the proposed application enable customer to make a payment for property tax or utility billing using Chase E-Xact hosted payment solution?	r Yes r No	•
21	Will the proposed application allow user to view and manage linked dog licenses and information?	r Yes r No	
22	Will the proposed application enable usage analytics using Google Analytics?	r Yes r No	٠
23	Will the proposed application navigate to the City's Web- based Business Licensing System (Citizen Portal) on the phone's browser (Safari/Chrome) while extending the mobile app authenticated session to the web-based Citizen Portal (freasibility is part of Discovery Phase)?	r Yes r No	•
24	Will the proposed application enable linking and de-linking the MyRichmond account to one or more existing business licenses; Linking for primary business license owner will be achieved through SSO federation?	r Yes r No	·
25	As it relates to #24 above, the primary owner can also conduct additional linking and administrative delegation through launching Citizen Portal?	r Yes r No	•
26	The proposed application will enable viewing of business licenses that are currently linked to the MyRichmond account with the added ability to launch a detailed view of selected license(s) in Citizen Portal?	r Yes r No	
27	The Customer will be able to view business license(s) status and download a digital copy of business license in Citizen Portal.	r Yes r No	•
28	The Proponent is able to enhance and create API Middleware to retrieve a list of business licenses currently linked to a MyRichmond Account will be included.	r Yes r No	•
29	The application will include relevant UI navigation features allowing customer to launch Citizen Portal to view a listing of payment history for a business license and ability to download the transaction receipt in PDF format.	r Yes r No	
30	The application will include relevant UI navigation features allowing customer to launch Citizen Portal to make amendments on a business license for attributes such as: mailing address, owner address, emergency contact, contact phone number, contact email address, remove an owner, and opting in for paperless contact preference. For any attribute limitations, state/ list and describe all limits and/or restrictions.	∩ Yes ∩ No	*
31	Confirm that changes made, such as those described in #30 above do not require the customer to resubmit a new business license application.	r Yes r No	•
32	The application will include relevant UI navigation features allowing customer to launch Citizen Portal to renew their business license.	r Yes r No	
33	The proposed application will allow customers will make payments to renew one or more business licenses using eXact Hosted Checkout solution.	r Yes r No	
34	Customers will have the ability to submit a request to cancel a linked business license.	r Yes r No	*
35	The Proponent is able to enhance and create API Middleware adding a request to a queue to cancel a business license.	r Yes r No	

36	The proposed application will include intuitive UI/UX prompts	∩ Yes	
00	that will direct users to in-person service counter or	r No	
	MyRichmond Web Portal for use cases that cannot be fulfilled		
	by the mobile app. Such use cases are: submitting a new		
	business license application, add/replace an owner, changing		
	business use and amending business name.		

Technical Information

A Proponent's Proposal should include technical information relating to the requirements as set out in the draft Contract Documents and include any and/or all information that demonstrates that the Proponent has the technical understanding and capability to fully execute the Work and deliver the desired product.

Technical Information	Proponent Response *	
Provide all service and product module information required to host and manage a public, micro- services based, single-page web application. Include complete descriptions covering product features, functionality and capability and clearly state how the product/service aligns with the requirements set out in the RFP. Proponent's may also provide as an attachment in the 'document uploads' section a product module including further product functionality and capability.		
Describe the process for software updates and upgrades, including any associated scheduling requirements.		ŀ
Provide a detailed description of the technical implementation, integration, compatibility and product testing services Proposed.		
Describe the technical support and maintenance services that will be provided to the City by the Proponent, remotely and/or on-site.		+
Describe the nature and number of reports that the City will have access to from the proposed application.		*
Describe the specific customization capabilities, analytics and functions that will be available for the City to utilize through the application as it relates to creating and generating reports. Please also provide examples of the reports that could be extracted from the proposed application by attaching example reports in the 'documents upload' section.		*
Describe any decommissioning services (if applicable) that the Proponent will need to provide to the City. State the detailed plan, technical action steps and all procedures including rationale for any required decommissioning services Proposed.		
Provide all documentation guidelines for client-specific configurations and customizations.		•
Respondent's should identify and explain all data security measures that will be taken by the Proponent to ensure compliance with FOIPPA and/or any other City defined IT Security requirements as set out in the RFP.		
Confirm that your Proposal includes deploying a test user account, in a sandbox environment. If yes, please also confirm sandbox/environment hosted options available to the City.		ŀ
If yes to question #10 above, provide further details on all of the following: (a) the number of accounts and/or users that can have access to the Services; (b) the setup and integration process; (c) disclose any/all restrictions and/or limitations that exist in a test environment (if any) that the City should be aware of; (d) any requirements that may need to be provided by the City, please list all access/resourcing needs.		*

Additional Functionality/ Capability

Proponent's should populate the additional functionality table to provide specific input on the proposed applications functionality, features and/or capabilities for the City's consideration that is:

- · currently available as an add-on for an extra cost;
- currently available customized add-on for an extra cost;
- a future offering, not currently available, at an extra cost;
- a future offering, not currently available, at no extra cost;

IMPORTANT NOTE: Features and functionality listed within this table are those options that are (or may be in future) available to the City but is not included as part of the Proponent's proposal. Should the Proponent have no additional functionality or capability to offer, please state so in one of the optional fields within the table.

We will not be submitting for Additional Functionality/ Capability

Description of Additional Functionality	Function/ Feature is:	Benefit/ Supporting Comments	Extra Cost (if applicable)
	Select A Value 💌		
	Select A Value 💌		
	Select A Value 💌		
	Select A Value 💌		
	Select A Value 💌		
	Select A Value 💌		
	Select A Value 💌		
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	Select A Value 💌		
	Select A Value 💌		
	Select A Value 💌		

Proposed Amendments to Commercial Terms

The Proponent should list below any proposed amendments to the commercial terms for the final Contract as invited under Section 2.11 of the RFP (include the applicable section reference in the Contract Documents and the rationale and the benefit to the City [such as the amount of cost-savings], if any, for each proposed amendment). Except as may be specifically listed below, the Proponent will be deemed to fully accept all the commercial terms for the final Contract as described by the Contract Documents.

We will not be submitting for Proposed Amendments to Commercial Terms

Line Item	Section *	Proposed Amendment *	Rationale and Benefit *	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

The Bidder shall state only one (1) subcontractor for each type of work

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

Subcontractors

Provide a complete list of all subcontractors, if any, that the Proponent will use for the Work, including full names and their role in the Work.

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Description	Subcontractor 1	Eubcontractor 2	Eubcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 6
Subcontractor Name						
Subcontractor Role						
Contact (name, title, email, telephone no.)						
List all tasks and/or activities the Subcontractor will be responsible for						
Approximate Percent of the Work to be Subcontracted						
Approximate Value of the Work to be Subcontracted						

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Please provide all of the following information:

- 1. A Project Team chart that identifies the individuals the Proponent proposes to assign to perform the Work under the Contract. The Project Team chart should include the Proponent's internal reporting structures, their area of responsibility and clear lines of accountability;
- 2. A detailed resume for each individual that the Proponent proposes to be assigned to perform the Work (including all subcontractor personnel), please ensure:
 - · that all resumes are contained within a single upload/ document;
 - · each resume is no more than 2 pages in length, acceptable formats include .pdf or MS word
 - resumes should;
 - state the proposed personnel name and role to be assigned to the project including their area of responsibility;
 - include relevant experience and cover all skillsets demonstrating the individuals capabilities and fit with respect to the Work;
- 3. Provide a comprehensive schedule of activities, covering all target deadlines within each phase, in a chronological timeline from beginning of the Project to Project completion.
 - Please provide this detail in a format such as; a Gnatt Chart, or Microsoft Project Teams, or any other similar project scheduling format that can be
 uploaded.
- 4. Provide a copy of the Service Level Agreement, acceptable formats include Word or PDF.
- 5. Provide a copy of the End User License Agreement (if appliable), acceptable formats include Word or PDF.
- 6. Warranty information if applicable.
- 7. Product Module (optional if the information was not already provided in the Technical Information Form).
- 8. Sample Report(s) that will be available for the City through the proposed application.
- Project Team Chart * (mandatory)
- Resume(s) * (mandatory)
- Schedule of Activities (Gantt Chart or similar format) * (mandatory)
- Service Level Agreement * (mandatory)
- End User License Agreement ("EULA") if applicable (optional)
- · Warranty (optional)
- Product Module (optional)
- Sample Reports (optional)

Addenda, Terms and Conditions

The City expects that:

a) If the Bid includes a Bid Price, the Bid, including the Bid Price, will remain fixed and open for acceptance from the Closing Time until 11:59:59 PM Pacific Time on the date that is ninety (90) days after the Closing Time, whether or not a Contract has been awarded under this Bid; and

b) after the expiry of such ninety (90) day period, a Bid Price may not be adjusted unless the Bid provides notice in writing to the City of any proposed adjustment and demonstrates to the satisfaction of the City that the Bidder has used its best efforts to continue to maintain the prices and input costs firm and valid.

Γ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.
 The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?
 Yes
 No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name

I have reviewed the below addendum and attachments (if applicable)

There have not been any addenda issued for this bid.



То:	General Purposes Committee	Date:	February 7, 2022
From:	Grant Fengstad Director, Information Technology	File:	04-1300-01/2022-Vol 01
Re:	Authorization for Increase - Award of Contract 6722P: Supply and Delivery of Computer Equipment and Related Services		

Staff Recommendation

- 1. That contract 6722P Supply and Delivery of Computer Equipment and Related Services approved by Council to Compugen, Inc. on November 23, 2020, for a three-year term, with the option to extend for one additional two-year term for the value of \$845,910 for that initial three-year term, exclusive of taxes be increased by \$646,778 as explained in the staff report from the Director, Information Technology; and
- 2. That the Chief Administrative Officer and the General Manager, Finance and Corporate Services be authorized to execute the amendment to the contract with Compugen, Inc.

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

REPORT CONCURRENCE						
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER				
Finance Department	V	Acting GM, F&CS				
SENIOR STAFF REPORT REVIEW	INITIALS:	APPROVED BY CAO				

Staff Report

Origin

On November 23, 2020, Council approved a report from staff that recommended the replacement of computer desktop equipment on a five-year cycle. The total contract value awarded for the initial three-year term was \$845,910, exclusive of taxes.

To mitigate the impacts of COVID-19 while continuing to provide services to the community, the City transitioned to having staff work remotely. In order to successfully implement this plan, additional hardware and equipment were required that resulted in additional unplanned expenditures through the contracted vendor. These additional expenditures were funded and paid for by the Province through a grant, which was created to support the City through the impacts of COVID-19.

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

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

2.2 Policies and practices support Richmond's sustainability goals.

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

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

5.1 Maintain a strong and robust financial position.

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

5.3 Decision-making focuses on sustainability and considers circular economic principles.

The purpose of this report is to seek approval from Council to incorporate the unplanned expenditures of \$646,778 in the original awarded contract value of \$845,910, increasing the total contract award value to \$1,492.688.

Financial Impact

None. The additional \$646,778 expenditures were funded by a provincial grant to mitigate the impacts of COVID-19.

Conclusion

It is recommended that the contract awarded to Compugen Inc. as the most responsive and responsible bidder with the initial three-year term estimated at \$845,910, exclusive of taxes be increased by \$646,778 to \$1,492,688.

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

GF:gf

Att. 1: Award of Contract 6722P – Supply and Delivery of Computer Equipment and Related Services



Report to Committee

То:	General Purposes Committee	Date:	Oct 6, 2020
From:	Grant Fengstad Director, Information Technology	File:	04-1300-01/2020-Vol 01
Re:	Award of Contract 6722P – Supply and Delivery Related Services	of Com	puter Equipment and

Staff Recommendation

- 1. That contract 6722P Supply and Delivery of Computer Equipment and Related Services for an initial three-year term estimated at \$845,910 exclusive of taxes, with an option to renew for one further two-year term for a maximum of five years, be awarded to Compugen, Inc.; and
- 2. That the Chief Administrative Officer and the General Manager, Finance and Corporate Services be authorized to execute the contract with Compugen, Inc.

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

REPORT CONCURRENCE					
ROUTED TO:	CONCU	RRENCE	CONCURRENCE OF GENERAL MANAGER		
Finance Department		\square	for Andrew Nazareth		
SENIOR STAFF REPORT REVIEW		INITIALS:	APPROVED BY CAO		

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Staff Report

Origin

The City has adopted a "best practice" refresh program to ensure that the lifecycle for Information Technology assets are providing the best value to the City and being updated as they become "end of life". Corporate computers are replaced on a five-year refresh cycle with approximately 20% of the inventory being updated each year. This provides up to date technology on a rolling basis to City employees that enable a high level of performance in serving the needs of the community. Having a managed refresh program reduces Corporate risk by planning and scheduling replacement versus responding to computer failures and breakage. In addition, facilitating the move from desktops to laptops to support remote work.

Information Technology manages a current inventory of approximately 1600 desktop and 400 laptop devices. Each year, approximately 400 of these devices are updated to current technology standards.

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

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

2.1 Continued leadership in addressing climate change and promoting circular economic principles.

2.2 Policies and practices support Richmond's sustainability goals.

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

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

5.3 Decision-making focuses on sustainability and considers circular economic principles.

Analysis

RFP Process

RFP 6722P - Supply and Delivery of Computer Equipment and Related Services was posted to BC Bid on July 2nd, 2020 and closed on August 10th, 2020.

The RFP set out the City's requirements for computer equipment for a 5-year period, detailing technical specifications, quantities required by year and service level expectations.

Version: 3

- 3 -

Five proposals were received by the closing date from the following proponents:

- Compugen Inc.
- Island Key Computers
- Microserve
- Prototype Integrated Solutions Inc.
- Risentex Enterprises Ltd

Review Process

Staff initially evaluated the five proposals against pre-determined criteria that included:

- Proponent experience, including references
- Ability to provide the required services
- Ability to meet technical requirements, including stated specifications
- Financial proposal
- Circular economy assessment

The results of the team's initial evaluation of proposals are shown below:

Table 1- Results of First Stage Evaluation

Proponent	Evaluation Score	Proposed price to supply required equipment during initial 3-year contract term
Compugen Inc.	72.0%	\$845,910
Island Key Computers	68.2%	\$1,062,018
Microserve	66.3%	\$991,730
Risentex Enterprises Ltd	43.8%	\$1,348,904
Prototype Integrated Solutions Inc.	12.7%	\$2,792,377

The evaluation showed that two proponents were not able to meet or able to provide the services or technical requirements requested and removed from further evaluation. The three remaining proponents were requested to provide test equipment for technical evaluation and physical assessment, where a pass or fail assessment was applied.

Version: 3

- 4 -

The result of the technical testing and physical assessment of the equipment was as follows:

Table 2- Results of Second Stage Evaluation

Proponent	Technical Testing (Pass/Fail)	Physical Assessment (Pass/Fail)	
Compugen Inc.	Pass	Pass	
Island Key Computers	Pass	Pass	
Microserve	Fail	Pass	

Based on the team's evaluation of proposals and the results of the second stage technical testing and certification process, Compugen's proposal received the highest overall score (shown in Table 1).

To further confirm Compugen's ranking, the team conducted an online interview, which confirmed the submission content and did not uncover any concerns. Through the interview process, adoption to circular economy best practices was discussed at length. Compugen has an existing program known as Green4Good that will responsibly recycle end of life computers and not create any waste.

Contract Term

The recommended contract length is for a three-year term with an option to renew for an additional two one-year terms, for a maximum of five years.

Financial Impact

None.

Conclusion

This report presents the RFP summary results for Contract 6722P – Supply and Delivery of Computer Equipment and Related Services. It is recommended that a contract be awarded to Compugen Inc. as the most responsive and responsible bidder with the initial three-year term estimated at \$845,910, exclusive of taxes.

Harjap Bardun

DR

Harjap Bardin Manager, Infrastructure Services (604-276-4071) HB:aed Angela Deer Manager, IT Compliance and Project Delivery (604-276-4252)

Document Number: 6520987 6520987 Version: 3



Report to Committee

Re:	Referral Response – Investment Policy and Portfolio Review		
From:	lvy Wong Acting Director, Finance	File:	03-0900-01/2022-Vol 01
То:	Finance Committee	Date:	February 9, 2022

Staff Recommendation

- 1. That the staff report titled "Referral Response Investment Policy and Portfolio Review" dated February 9, 2022 from the Acting Director, Finance be received for information.
- 2. That staff be directed to conduct the required review and assessment in order to facilitate Council in considering the MFA Long-Term Diversified Multi-Asset Class Fund.

Ivy Wong Acting Director, Finance (604-276-4046)

REPORT CONCURRENCE			
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER	
Sustainability & District Energy		Acting GM, F&CS	
SENIOR STAFF REPORT REVIEW	INITIALS:		

Staff Report

Origin

At the February 3, 2020 General Purposes Committee, discussion ensued concerning whether or not the City's investments in some specific Canadian Chartered Banks were socially responsible investments. Council passed the following referral motion:

That staff review the City's investment policy and portfolio and report back on recommendations.

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

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

- 5.1 Maintain a strong and robust financial position.
- 5.3 Decision-making focuses on sustainability and considers circular economic principles.

Findings of Facts

Socially Responsible Investing (SRI) has gained significant momentum and attention in the past decade as investors, portfolio managers and policy makers are working collaboratively in supporting the reform and implementation of a more sustainable global financial system. SRI approach was once an exception, now it is becoming the norm.

The United Nations Principles for Responsible Investment (PRI) is the world's leading proponent of responsible investment that supports its international network of investor signatories in incorporating Environmental, Social and Governance (ESG) factors into their investment and ownership decisions. Table 1 provides an overview of the PRI's framework:

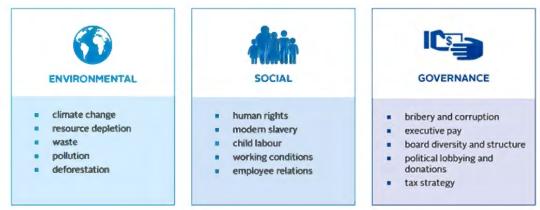


Table 1: PRI's ESG Framework (Source: PRI)

Analysis

Independent ESG Review of the City's Investment Portfolio

The City engaged an independent firm to review and assess its investment portfolio's ESG rating. Morgan Stanley Capital International (MSCI) is one of the largest global investment research firms that provides benchmark indices and analytical services to investors. MSCI provides ESG Rating reports to measure a company's resilience to long-term, industry-specific environmental, social and governance (ESG) risks. Issuers are rated on a scale from "AAA" to "CCC" according to their exposure to industry-specific ESG risks and their ability to manage those risks relative to their peers.

The MSCI ESG Rating for the City's December 31, 2021 investment portfolio holdings was determined to be very high at AA (Table 2).

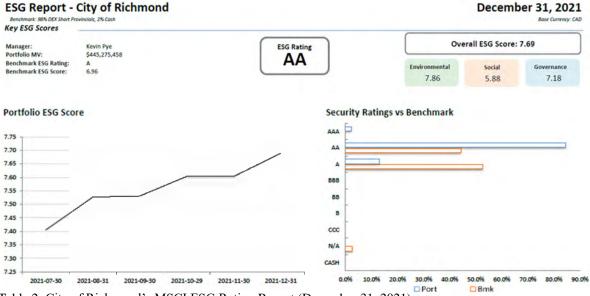


Table 2: City of Richmond's MSCI ESG Rating Report (December 31, 2021)

Some of the factors that contribute to this high ranking include the fact that the City's investment partners are all PRI signatories that follow the UN PRI framework, where ESG considerations, practices and disclosures are incorporated into all investment decisions and processes. The issuers of the City's investments are also required to produce annual disclosures of their corporate accountability and an ESG Report. The majority of the City's investments are in governments and banks, which make up a significant portion of the top holdings of various global ESG indices and ESG funds due to their positive ESG characteristics.

Continued Global Movement to a Standardized ESG Disclosures Framework

There is a growing demand for improved disclosure of sustainability and ESG information. A multitude of sustainability reporting standards already exist, such as the Global Reporting Initiative (GRI), the Task Force on Climate-related Financial Disclosures (TCFD) and the Sustainability Accounting Standards Board (SASB). The different frameworks and standards have led to confusion and inconsistent disclosure in the market.

At the 26th United Nations Climate Change Conference that took place in November 2021, a new International Sustainability Standards Board (ISSB) was announced in order to respond to a much-needed consistent approach at a global level. The purpose of the ISSB is to address the disparities in the guidance and frameworks on ESG reporting. A Canadian Sustainability Standards Board will also liaise with the new ISSB to provide Canadian investors with a standardized approach that will guide companies on what sustainability disclosures are required to supplement their financial statements.

Review of City's Investment Policy 3703

The City's Investment Policy 3703 (Attachment 1) prescribes the fundamental investment objectives that guide the City's investment activities. In the order of importance, the four investment objectives are:

- (i) Adhering to statutory requirements,
- (ii) Maintaining safety of capital,
- (iii) Providing liquidity of investment, and
- (iv) Maximizing possible investment yield after considering the first three objectives.

In supporting the City's commitment in advancing Richmond's climate leadership role, there is opportunity for an additional investment objective to be added to the City's Investment Policy once the ESG standardization becomes mature and recognized. When an industry-accepted ESG standard becomes available, the City will be able to establish a more objective and comprehensive investment mandate in achieving the desired balance between risks, social value creation and financial returns.

Staff will continue to monitor the development of the ESG reporting landscape and will present future amendment to the City's Investment Policy on ESG integration when the standardization of industry-approved ESG definitions, reports and disclosures become established.

Expanding ESG-Integrated Investment Options through the Municipal Finance Authority (MFA)

Under the *Community Charter*, local governments are permitted to invest in pooled investment funds under section 16 of the *Municipal Finance Authority Act*. The MFA understands local governments' needs and it believes that investment processes that incorporate ESG factors and other broad systemic issue can lead to better investment outcome.

Currently, the MFA offers the following products and pooled investment funds to its members:

- Pooled High Interest Savings Account
- Money Market Fund
- Government-Focused Ultra-Short Bond Fund
- Short-Term Bond Fund
- Fossil Fuel Free Short-Term Bond Fund
- Mortgage Fund
- Diversified Multi-Asset Class Fund (DMAC Fund) New in January 2022

Under the City's Investment Policy, the City could invest up to 20% of the investment balance in the MFA Pooled Investment Funds. The City is currently not participating in any of the MFA Pooled Investment Funds because, with the exception of the new DMAC Fund, all other available MFA products and pooled funds are similar to the holdings of the City's self-directed investment portfolio.

The DMAC Fund

The MFA, through collaboration with local government finance professionals and MFA's Trustees, created the new managed DMAC Fund as a low-carbon long-term investment option for local governments. As summarized in Table 3 below, the DMAC Fund offers a broad diversification and asset mix, namely by the inclusion of a diversified range of equity and alternative securities that are otherwise not permissible municipal investments under the existing legislation.

Fund Attributes	Description
Fund Manager	Phillips, Hager & North Investment Management
Fund Description	A diversified portfolio of global financial asset classes that is structured to
	provide long-term asset growth over a 10-year or longer time horizon.
Fund Objective	The primary purpose of the Fund is to invest capital over the long-term to
	grow at a rate that exceeds inflation, while minimizing risk through asset
	class selection and diversification.
Investment Limit	Maximum investment limit of 25% of a municipality's eligible reserves for
	municipalities with a population greater than 10,000 residents.
Asset	The Fund generally invests in low volatility assets, e.g. global and
Diversification	Canadian equities, bonds, mortgages, infrastructure debt and real estate etc.
Fund Return	The Fund aims to provide risk-adjusted real returns of 3.5% annually in the
	long-term.
Pre-Qualification	Due to the long-term nature of the Fund, participation in the Fund will
Requirements	require:
	(i) Local municipalities to update their Investment Policy to include a
	policy statement regarding provision for monies not needed for 10 years
	or longer to be eligible under the MFA long-term pooled investment
	fund, and
	(ii) Council to provide acknowledgement of designated specific reserves
	earmarked for such approved long-term investment.
ESG Integration	The Fund is managed under the United Nations Principals for Responsible
	Investing (UN PRI) ESG framework.
	The Fund will be a low carbon fund with a significant portion of the asset
	classes employing a strict Fossil Fuel Free screen. The Fund is not
	designed to be a fully Fossil-Fuel-Free investment portfolio.
Fees	0.33%

 Table 3: Key Features of the MFA DMAC Pooled Investment Fund

Staff believe that the new DMAC fund would provide opportunities for increased asset diversification and enhanced investment returns that are unavailable through the City's self-directed permitted investments under the *Community Charter*. It is recommended that Council provide direction to staff to perform the required due diligence in order to facilitate Council in considering the long-term DMAC Fund. If endorsed, staff will report back with recommendations to Council for future consideration.

Financial Impact

None.

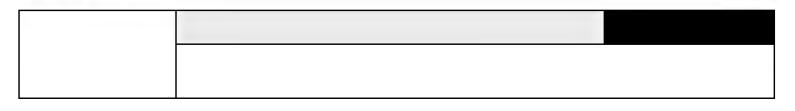
Conclusion

The referral response on the City's investment policy and portfolio review be received for information and the MFA DMAC Fund be introduced to Council for further consideration.

Venus Ngan Manager, Treasury and Financial Services (604-276-4217)

Attachment 1: City's Investment Policy 3703





POLICY 3703:

It is Council policy that:

1. POLICY

The purpose of this policy is to ensure that the City's practices and procedures in the investment of public funds are in compliance with statutory requirements of the *Community Charter*, while ensuring safety of capital, maintaining appropriate liquidity in meeting anticipated cash flow demands, and attaining a reasonable rate of return after taking into account the investment constraints and liquidity requirements.

2. OBJECTIVES

Conservative management philosophy is followed in investment activities of all public funds held by the municipality. Four fundamental objectives, in priority order, are as follows:

(i) Adherence to Statutory Requirements

Authority for investment guidelines of municipal funds is provided in section 183 of the *Community Charter.*

(ii) Safety of Capital

Investment activities will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Preservation of capital will be accomplished through:

- Diversification, as outlined in section 9, and
- Risk control, whereby portfolio components are limited to conservative types of investments as defined in section 8.

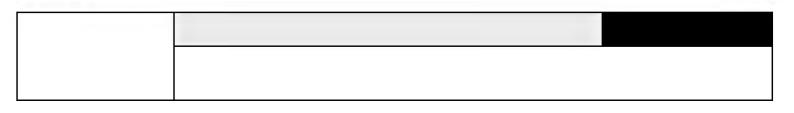
(iii) Liquidity of Investment

The investment portfolio will be administered to ensure adequate cash flow is available to meet all reasonably anticipated operating and capital requirements.

(iv) Return on Investment

The investment portfolio will be designed with the objective of maximizing the rate of return through budgetary and economic cycles, taking into account the investment constraints and liquidity requirements. The Financial Officer will take into account these constraints and objectives in the selection of investments to be included in the City's portfolio. The portfolio will be structured to attain optimum performance results as directed by the Policy, and to create maximum value to the City, net of any costs incurred in the investment process.





3. PRUDENCE

Investments will be made with judgement and care, under circumstances then prevailing, by persons of prudence, discretion and intelligence exercised in the management of other people's affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived. Where external managers are engaged to perform trading activity, the external managers will be required to exercise the degree of care, diligence, and skill which a prudent investment counsel would exercise in similar circumstances. The Financial Officer acting in accordance with this policy and exercising due diligence will be relieved of personal responsibility for an individual security's credit risk or market price changes.

AUTHORIZATION 4.

Authority to manage the City's investment program is derived from section 149 of the Community Charter, as follows:

"Financial Officer

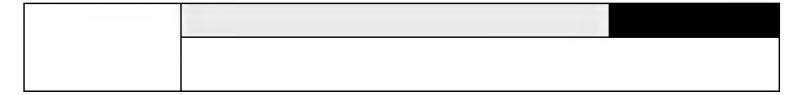
One of the municipal officer positions must be assigned the responsibility of financial administration, which includes the following powers, duties and functions:

- a) receiving all money paid to the municipality;
- b) ensuring the keeping of all funds and securities of the municipality;
- c) investing municipal funds, until required, in authorized investments;
- d) expending municipal money in the manner authorized by the council;
- e) ensuring that accurate records and full accounts of the financial affairs of the municipality are prepared, maintained and kept safe;
- f) exercising control and supervision over all other financial affairs of the municipality."

The Financial Officer is the portfolio administrator and has the ultimate responsibility for the prudent investment of the portfolio. The Financial Officer may retain a professional investment manager(s) ("Investment Manager(s)") to provide investment advice and carry out the instructions of the Financial Officer. The Financial Officer will:

- administer the Policy;
- review the Policy annually, which will include a reassessment of the fund's objectives, the benchmark portfolio and the impact of any changes in liquidity requirements if necessary;
- select the Investment Manager(s) and City's custodial bank;
- regularly review the quantitative and qualitative performance of the Investment Manager(s) including an evaluation of the rates of return, an analysis of the areas where the Investment Manager(s) added or reduced value, and a review of the Investment Manager(s) in the context of the criteria for their selection;





- be responsible for regularly monitoring the asset mix of the portfolio and taking the action necessary, to correct any breaches of applicable legislation or the permitted asset mix ranges set out in this Policy;
- provide information on significant cash flow changes to the Investment Manager(s);
- be responsible for the oversight of any professional Investment Manager(s).
- have the authority to appoint and terminate the Investment Manager(s).

The Investment Manager(s) will:

- provide the Financial Officer with monthly reports of actual portfolio holdings, detailing each class of assets and how they conform to policy maximums as defined in section 8 and 9;
- present to the Financial Officer a quarterly review of investment performance, including an explanation of any shortfalls of their investment results compared to the investment objectives;
- provide estimates of future returns on investments and review proposed investment strategies that may be used to meet the objectives;
- attend a meeting with the Financial Officer at least once each year to review the results they have achieved;
- inform the Financial Officer promptly of any element of the Policy that could prevent attainment of the Plan's objectives;
- give prompt notice to the City's custodial bank of all purchases and sales of securities;
- report all investment transactions quarterly to the Financial Officer;
- provide the Financial Officer with a quarterly certificate of compliance with the Policy for the quarter just ended.

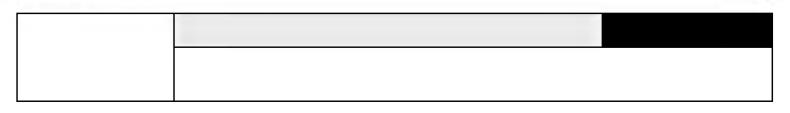
5. ETHICS AND CONFLICT OF INTEREST

The Investment Manager(s), Financial Officer and any individuals involved in the investment process will refrain from personal business activity that could conflict with the proper execution of the investment program or impair ability to make unbiased investment decisions. Parties will disclose any material personal financial interest in investments involved or in financial institutions that conduct business with the City. Any deviation is to be reported to the City Solicitor immediately.

6. IMPLEMENTATION

An active or passive investment style may be adopted, depending on suitability of each in meeting the City's investment objectives.





7. AUTHORIZED INVESTMENT DEALERS AND INSTITUTIONS

The Investment Manager(s) will be registered with a regulated securities commission. They will be responsible for maintaining a list of approved financial institutions and brokers/dealers authorized to provide investment services. An annual review of this list will be completed by the Investment Manager(s), whereupon, the recommendations for any additions and deletions will be discussed and approved by the Financial Officer.

8. PERMITTED INVESTMENTS

Under the *Community Charter* Section 183, a municipality may invest money that is not immediately required in one or more of the following:

- a) securities of the Municipal Finance Authority;
- b) pooled investment funds under section 16 of the Municipal Finance Authority Act;
- c) securities of Canada or of a province;
- d) securities guaranteed for principal and interest by Canada or by a province;
- e) securities of a municipality, regional district or greater board;
- f) investments guaranteed by a chartered bank;
- g) deposits in a savings institution, or non-equity or membership shares of a credit union;
- h) other investments specifically authorized under this or another Act.

The following table sets out the City's permitted investments, minimum credit rating requirements and their limits:

Asset Class	Dominion Bond rating services limited (DBRS) ¹ Short Term / Long Term Rating	Limits per issuer (as a % of total portfolio)	
Federal Issuers	-		
Securities issued or backed by the Government of Canada	No minimum requirement	No limit	
	PROVINCIAL ISSUERS		
All Provinces	R-1 (high) / AAA, AA (high), AA	25% per province	
All Provinces	R-1 (middle) / AA (low)	20% per province	
All Provinces	R-1 (middle) / A (high)	10% per province	
All Provinces	R-1 (low) / A, A (low)	5% per province	
TOTAL PROVINCES		Maximum 50%	
Chartered Banks			
Schedule I, II & III banks	R-1 (high) /AAA, AA	15 % per bank	
Schedule I, II & III banks	R-1 (middle) /AA, AA (low)	10 % per bank	
Schedule I, II & III banks	R-1 (middle) / A (high)	5 % per bank	
Schedule I, II & III banks	R-1 (low) / A (low)	3 % per bank	
TOTAL CHARTERED BANKS		Maximum 50%	



B.C. credit unions			
Credit unions with total assets ² more than \$10 billion	The greater of:		
	(i) 10% of total portfolio balance		
	per credit union, or		
	(ii) \$75 million per credit union		
Credit unions with total assets ² between \$500 million and \$10 billion	The greater of:		
	(i) 5% of total portfolio balance per		
	credit union, or		
	(ii) \$50 million per credit union		
Federal credit unions			
Deposit term cannot exceed 1 year if long-term DBRS credit	rating of A (low) is not attained ³		
Federal credit unions with:	The greater of:		
 Long-term DBRS credit rating under A (low); and 	(i) 5% of total portfolio balance		
 Short-term DBRS credit rating higher than R-1 (low) 	per credit union, or		
	(ii) \$50 million per credit union		
Federal credit unions with:	The greater of:		
 Long-term DBRS credit rating under A (low); and 	(i) 3% of total portfolio balance		
 Short-term DBRS credit rating R-1 (low) 	per credit union, or		
	(ii) \$30 million per credit union		
TOTAL CREDIT UNIONS	Maximum 30%		
Pooled Investments			
Pooled funds	Maximum 20%		
OTHER SECURITIES			
Municipality, Regional District or Greater Board	Maximum 10%		

If DBRS credit rating is not available, the City can use an equivalent credit rating provided by an approved credit rating organization such as Standard & Poor's Corporation (S&P) and Moody's Investors Services Inc. (Moody's)
Based on latest available, the City can use an equivalent credit rating provided by an approved credit rating organization such as Standard & Poor's Corporation (S&P) and Moody's Investors Services Inc. (Moody's)

² Based on latest audited financial statements

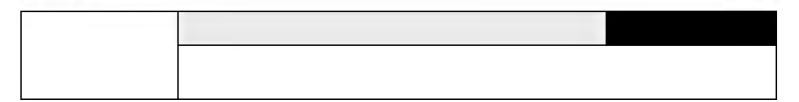
³ Federal credit union that has long-term DBRS credit rating A (low) or higher will follow the equivalent per issuer limits under the Chartered Bank section for its long-term and short-term investments, where the total investments in all credit unions cannot exceed a combined total of 30% of the City's investment portfolio.

9. DIVERSIFICATION

The City recognizes that prudence in investment selection is essential to minimize interest rate and credit risk.

Interest Rate Risk – At each interim and annual reporting periods, the Investment Manager(s) will monitor the performance of the cash and bond components of the portfolio against the selected benchmarks. The Investment Manager(s) will also assess the duration of the bond components of the portfolio to ensure they fall within a year and a half of the duration of the benchmark against which bond performance is measured. The 91-Day T-Bill Index will be the basis for benchmarking the cash component of the portfolio. For the bond components of the portfolio, the indices within the FTSE Canada Bond Index, or its equivalent prevailing index as amended from time-to time by the provider of the benchmarks, will be selected as the benchmarks. Selection of the appropriate benchmark for each bond component will





be based on the index with the duration closest to the duration of the bond component being evaluated. The following indices fall within the FTSE Canada Universe Bond Index:

FTSE Canada Universe All Government Index FTSE Canada Short Term All Government Index FTSE Canada Mid Term All Government Index FTSE Canada Short/Mid All Government Index FTSE Canada Long Term All Government Index

 Credit Risk – The Investment Manager(s) will minimize credit risk by investing in conservative types of instruments. A minimum of 90% of the portfolio's market value is required to carry a DBRS credit rating of A (high) or higher or the equivalent R1middle or higher.

Diversification will be achieved through:

- Setting limits on the amount of investments with a specific maturity, from a specific issuer or a specific sector;
- Investing the targeted amount of assets in liquid investments to ensure funds are readily available; and
- Selecting assets with varying maturity terms.

In addition, the Investment Manager(s) will engage in the rebalancing of the portfolio to adhere to parameters as defined in this policy or any addendums agreed upon by the Financial Officer and the Investment Manager(s).

10. COMPETITIVE BIDS

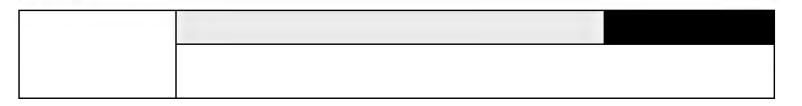
The Financial Officer or Investment Manager(s) will solicit competitive verbal quotations for the purchase and sale of securities when it is prudent to do so. This policy recognizes that, from time to time, offerings of value may require immediate action. Under such circumstances competitive bids may not be sought provided that value can be substantiated by market data.

11. SAFEKEEPING AND CUSTODY

All transactions will be executed by the delivery-versus-payment basis to ensure securities are deposited in an eligible financial institution with the release of funds. Settlement will take place at the main branch of the City's custodial bank in any Canadian city. Securities will be held by the City's custodial bank or alternatively, will be registered with the Central Depository for Securities (CDS).

• Authorization: The custodial bank will not accept delivery or payment without prior authorization and instructions for the City.





- **Evidence:** All transactions traded in-house will be evidenced by a contract advice from the investment dealer, as well as a settlement advice from the custodial bank.
- **Registration:** All securities that are in registerable form will be registered in the name of the City of Richmond.
- **Repurchase Agreements:** In addition to all the terms and conditions above, the City's custodial bank will be responsible for ensuring that the repurchase agreement for overnight transactions has been duly executed.

12. INTERNAL CONTROLS

External audits will be performed annually, including an assessment of investment effectiveness and risk management.

13. PERFORMANCE STANDARDS

The investment portfolio will be designed to obtain an above market benchmark, taking into account the City's investment risk constraints, cash flow requirements, and active management strategy. This policy recognizes that the reliability of performance evaluation (i.e. comparison to benchmarks) increases with the duration of the measurement period.

14. **REPORTING**

The Financial Officer will prepare an investment report on a quarterly basis to Council. The report will provide a summary of the securities held at the end of the reporting period including issuer diversification and market values.

The Investment Manager(s) will conduct at each quarter end a review of the portfolio, including strategy employed, duration, liquidity, and a forecast of upcoming market conditions.

15. ADOPTION AND REVIEW

The policy will be reviewed annually by the Financial Officer, and any suggested modifications will be presented to Council for adoption.



Report to Committee

To:	Planning Committee
From:	Wayne Craig Director, Development

Date: February 22, 2022 File: TU 22-005410

Re: Application by the City of Richmond for a Temporary Commercial Use Permit at 8620 and 8660 Beckwith Road

Staff Recommendation

- (1) That the application by the City of Richmond for an extension to Temporary Commercial Use Permit TU 18-841880 for the properties at 8620 and 8660 Beckwith Road to permit a "Parking, non-accessory" use be considered for three years from the date of issuance; and
- (2) That this application be forwarded to the April 19, 2022 Public Hearing at 7:00 p.m. in the Council Chambers of Richmond City Hall.

Wayne Co

Wayne Craig Director, Development (604-276-4654)

WC/JR:blg Att. 2

REPORT CONCURRENCE		
ROUTED TO: Community Bylaws Finance Transportation	Concurrence ビ ビ ビ	CONCURRENCE OF GENERAL MANAGER

Staff Report

Origin

The City of Richmond has applied for an extension to an existing Temporary Commercial Use Permit (TCUP) allowing non-accessory parking as a permitted use at 8620 and 8660 Beckwith Road on properties zoned "Light Industrial (IL)". A location map and aerial photo are provided in Attachment 1.

Council issued the original TCUP (TU 18-841880) on May 21, 2019 for a three-year term expiring on May 21, 2022. The proposed TCUP extension would permit the City to continue operating a pay parking lot on the subject site for a period of three years from the date of issuance.

There is no proposed change to the layout or number of parking stalls permitted by the existing TCUP.

Findings of Fact

A Development Application Data Sheet providing details about the proposal is provided in Attachment 2.

Surrounding Development

The subject site is located in a transitioning area within the Bridgeport Village area of the City Centre. The property at 8620 Beckwith Road contains both parking associated with the automotive business at 2700 No. 3 Road and a portion of the City-operated pay parking lot, and the property at 8660 Beckwith Road was vacant before being used as a pay parking lot. These three properties are all owned by the City. Development immediately surrounding the subject site is as follows:

- To the north, across Beckwith Road: Industrial buildings on two properties zoned "Light Industrial (IL)", and several vacant properties zoned "Light Industrial (IL)".
- To the east, across Sexsmith Road: Industrial and commercial buildings on two properties zoned "Light Industrial (IL)". One of the properties is included in an active rezoning application (RZ 16-740020). 8771, 8831, 8851 and 8811 Douglas Street are proposed to be rezoned for a hotel and office building. The application is currently under review, and a staff report will be submitted to the Planning Committee following completion of the staff review process.
- To the south: An industrial building at 2700 No. 3 Road on a property zoned "Light Industrial (IL)", and a vacant property zoned "Light Industrial (IL)". The vacant property is a former road parcel owned by the City of Richmond, which is currently used to access the rear lane. There are open drainage ditches on both sides of the lane through this property.

• To the west, across No. 3 Road: An industrial building on a property zoned "Light Industrial (IL)", and a commercial building on a property zoned "Auto-Oriented Commercial (CA)".

Related Policies & Studies

Official Community Plan/City Centre Area Plan - Bridgeport Village

The subject site is located in the Bridgeport Village area of the City Centre Area Plan (CCAP) and is designated as "Commercial" in the Official Community Plan (OCP). The site is also designated as "Urban Centre T5 (45 m)" on the Bridgeport Village Specific Land Use Map contained in the CCAP, which provides for a variety of commercial and institutional uses.

The OCP allows Temporary Commercial Use Permits to be considered in areas designated "Industrial", "Mixed Employment", "Commercial", "Neighbourhood Shopping Centre", "Mixed Use", "Limited Mixed Use", and "Agricultural" (outside of the Agricultural Land Reserve), where deemed appropriate by Council and subject to conditions suitable to the proposed use and surrounding area.

The proposed temporary use of the site for non-accessory parking is consistent with the land use designations and applicable policies in the OCP.

Richmond Zoning Bylaw 8500

The subject site is zoned "Light Industrial (IL)", which permits a range of general industrial uses. The site was previously used for "commercial vehicle parking and storage", which is a land use permitted in the zone. The proposed "parking, non-accessory" land use is not permitted in the zone, but is generally compatible with the surrounding land uses and the previous use of the property on an interim basis. "Non-accessory parking" describes parking that is not associated with a permitted use of the property.

Aircraft Noise Sensitive Development Policy

The subject site is located within "Area 1A – Restricted Area" of the Aircraft Noise Sensitive Development Policy, where new aircraft noise sensitive land uses are prohibited. Non-accessory parking is not an aircraft noise sensitive land use, and may be considered within this area.

Local Government Act

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

Public Consultation

Should the Planning Committee and Council endorse the staff recommendation, the application will be forwarded to a Public Hearing on April 19, 2022, where any area resident or interested party will have an opportunity to comment. Public notification for the Public Hearing will be provided as per the *Local Government Act*.

Analysis

Operations

Council issued the original TCUP on May 21, 2019 for a period of three years. The construction and opening of the parking lot were paused due to COVID-19, as the demand for commuter long-term parking declined. The parking lot opened in August, 2021 and is managed by Community Bylaws as a paid parking lot for public use. A kiosk was installed on the site to accept payment for both long-term parking on the subject site and short-term parking on Beckwith Road and Sexsmith Road. Parking is regulated by Richmond Traffic Bylaw No. 5870 and Richmond Parking (Off-Street) Regulation Bylaw No. 7403.

The City has not received any complaints related to the operation of the parking lot.

Currently, the parking lot occupies 8660 Beckwith Road and the northeast corner of 8620 Beckwith Road. The remainder of 8620 Beckwith Road is used by the tenant at 2700 No. 3 Road, another City-owned property. The City may choose to expand the pay parking lot to a greater portion of 8620 Beckwith Road should demand for long-term parking increase.

Landscaping

The site preparation works for the parking lot included modest landscape improvements and removal of invasive species from the ditch. Nine new trees were planted in the Sexsmith Road frontage and wooden bollards surround the site. Concrete wheel stops indicate the location of parking stalls. No new landscaping is proposed through this application. Staff have visited the site and can confirm that the landscaping is in good condition.

Financial Impact

The annual Operating Budget Impact (OBI) cost for maintenance as included in the existing operating budget is estimated at \$5,500 per annum, and will be covered on an ongoing basis from the gross revenue generated by the parking lot cost shared between Community Bylaws and Real Estate Services.

Conclusion

It is recommended that the attached Temporary Commercial Use Permit be re-issued to the City of Richmond as an extension to TU 18-841880 to allow non-accessory parking at 8620 and 8660 Beckwith Road on a temporary basis for a period of three years.

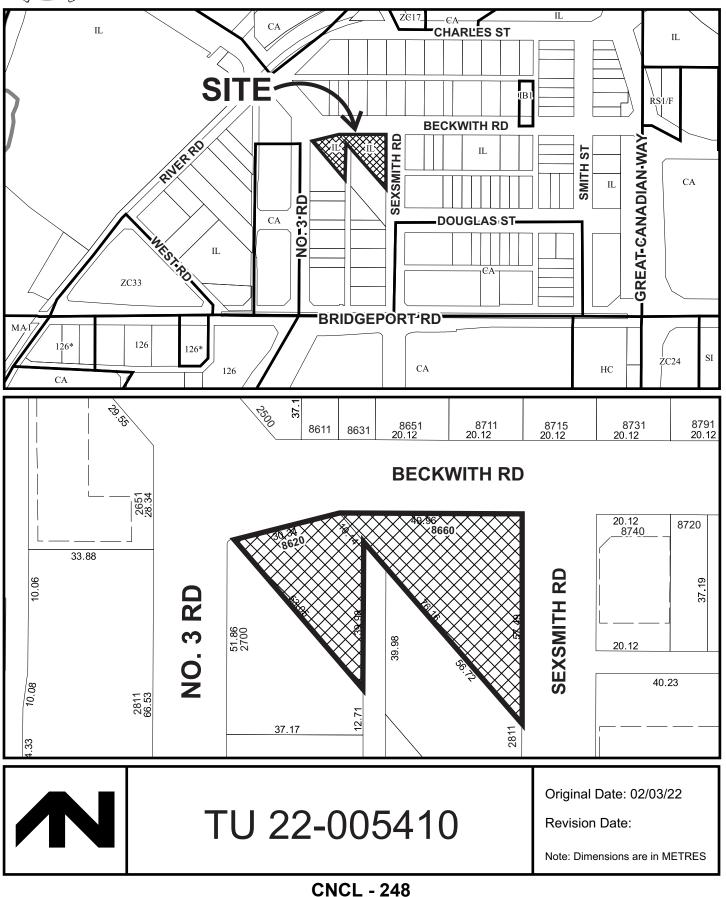
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Jordan Rockerbie Planner 1 (604-276-4092)

JR:blg

<u>Attachments:</u> Attachment 1: Location Map and Aerial Photo Attachment 2: Development Application Data Sheet











Original Date: 02/03/22

Revision Date:

Note: Dimensions are in METRES



Development Application Data Sheet

Development Applications Department

Attachment 2

TU 22-005410

Address: 8620 and 8660 Beckwith Road

Applicant: The City of Richmond

Planning Area(s): City Centre – Bridgeport Village

	Existing	Proposed
Owner:	City of Richmond	No change
Site Size (m ²):	2,268 m ² (24,412 ft ²)	No change
Land Uses:	Parking, non-accessory (permitted until May 21, 2022)	Parking, non-accessory
OCP Designation:	Commercial	No change
Area Plan Designation:	Urban Centre T5 (45 m)	No change
Zoning:	Light Industrial (IL)	No change

	Bylaw Requirement	Proposed	Variance
Off-street Parking Spaces – Total:	N/A	44	none
Off-street Parking Spaces – Standard:	Min. 50% (i.e. 22 spaces)	30	none
Off-street Parking Spaces – Small:	N/A	13	none
Off-street Parking Spaces – Accessible:	Min. 2% (i.e. 1 space)	1	none



No. TU 22-005410

To the Holder:	CITY OF RICHMOND
Property Address:	8620 AND 8660 BECKWITH ROAD
Address:	C/O 6911 NO. 3 ROAD RICHMOND, BC V6Y 2C1

This Temporary Commercial Use Permit is issued subject to compliance with all of the Bylaws of the City applicable thereto, except as specifically varied or supplemented by this Permit.

- 1. This Temporary Commercial Use Permit applies to and only to those lands shown cross-hatched on the attached Schedule "A" and any and all buildings, structures and other development thereon.
- 2. The subject property may be used for the following temporary Commercial uses:

"Parking, non-accessory;" for a maximum of 44 spaces in accordance with Schedule "B"

- 3. Any temporary buildings, structures and signs shall be demolished or removed and the site and adjacent roads shall be maintained and restored to a condition satisfactory to the City of Richmond, upon the expiration of this permit or cessation of the use, whichever is sooner.
- 4. The land described herein shall be developed generally in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached as Schedules "B" and "C" to this Permit which shall form a part hereof.
- 5. Any temporary buildings, structures and signs shall be demolished or removed and the site and adjacent roads shall be maintained and restored to a condition satisfactory to the City of Richmond, upon the expiration of this permit or cessation of the use, whichever is sooner.
- 6. This Permit is valid for a maximum of three years from the date of issuance.
- 7. This Permit is not a Building Permit.

No. TU 22-005410

To the Holder:

CITY OF RICHMOND

Property Address: 8620 AND 8660 BECKWITH ROAD

Address:

C/O 6911 NO. 3 ROAD RICHMOND, BC V6Y 2C1

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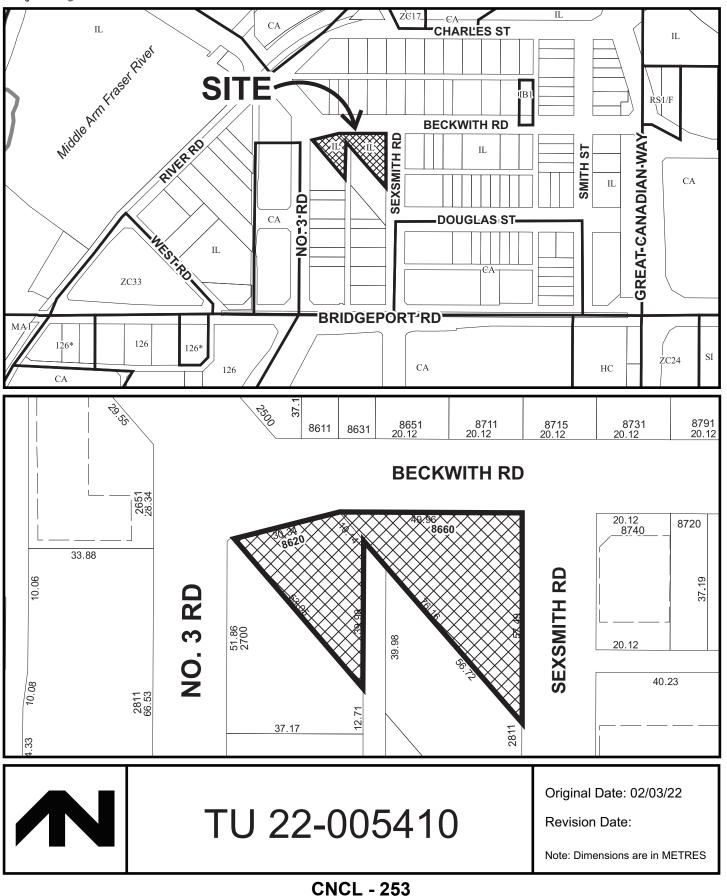
AUTHORIZING RESOLUTION NO. ISSUED BY THE COUNCIL THE DAY OF , .

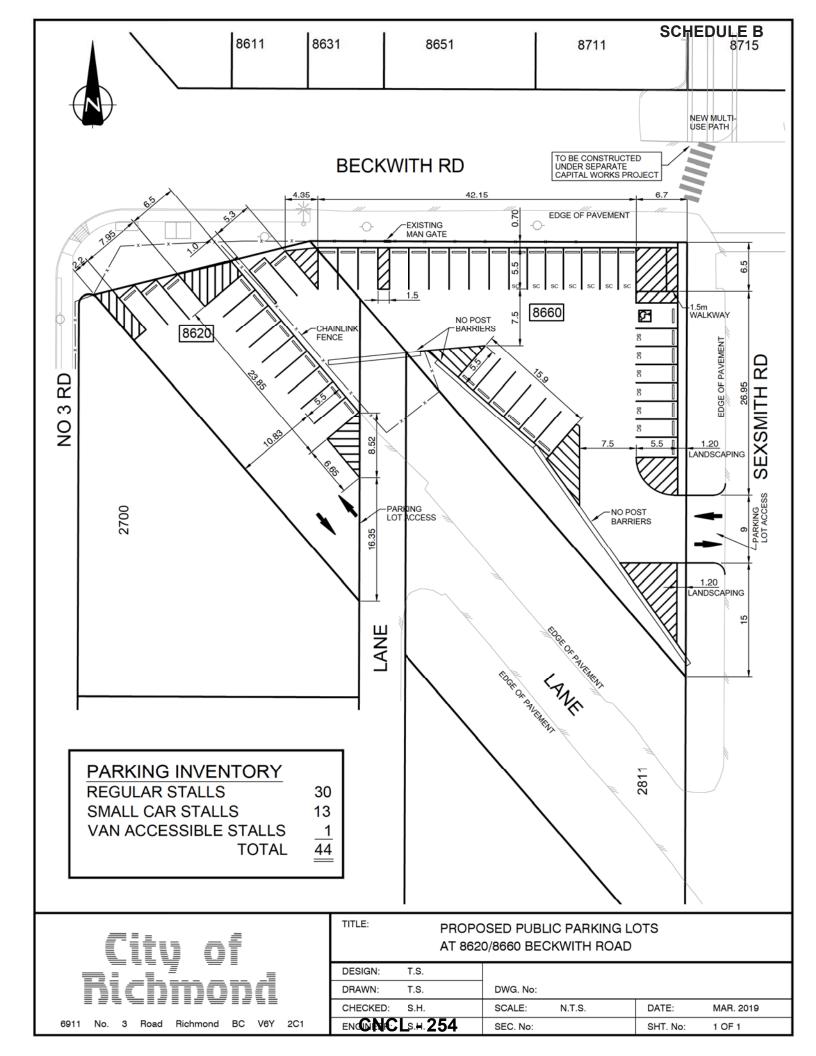
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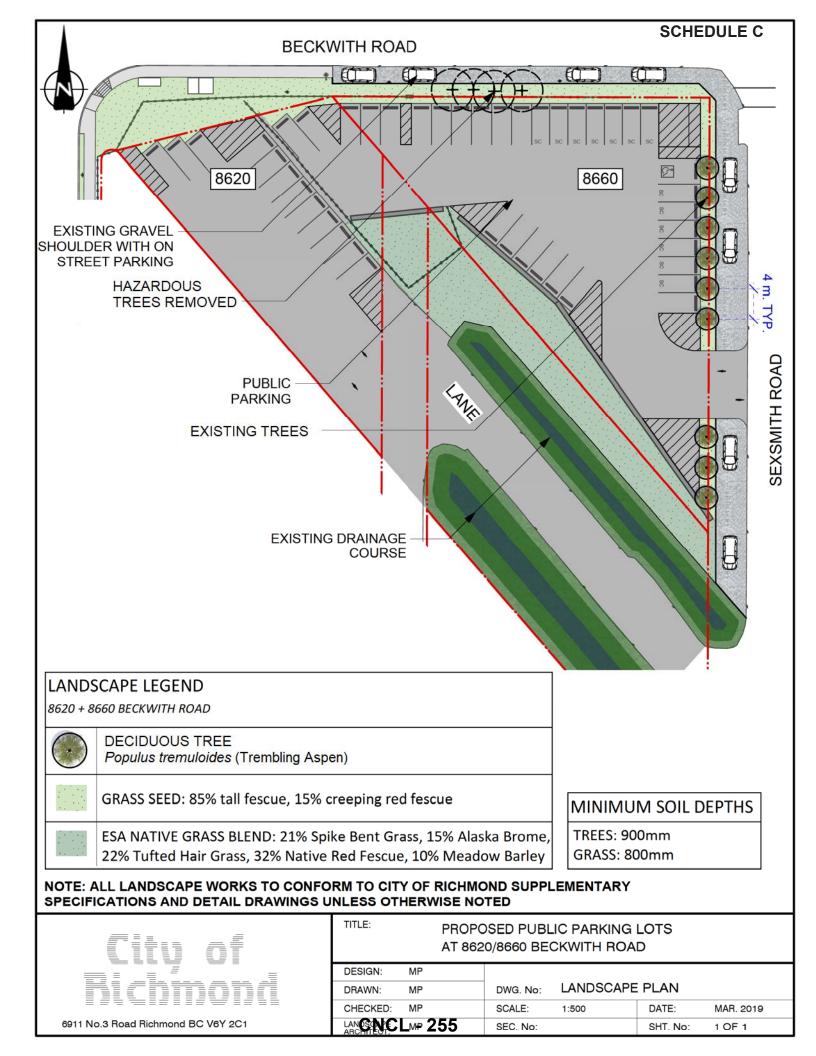
MAYOR

CORPORATE OFFICER











Report to Committee

То:	Planning Committee
From:	John Hopkins Director, Policy Planning

Date: February 4, 2022

File: 01-0100-30-HCOM1-01/2022-Vol 01

Re: Richmond Heritage Commission 2021 Annual Report & 2022 Work Program and Budget Allocation

Staff Recommendation

- 1. That the Richmond Heritage Commission 2021 Annual Report, as presented in the staff report titled "Richmond Heritage Commission 2021 Annual Report & 2022 Work Program and Budget Allocation", dated February 4, 2022, from the Director, Policy Planning, be received for information;
- 2. That the Richmond Heritage Commission 2022 Work Program, as presented in the staff report titled "Richmond Heritage Commission 2021 Annual Report & 2022 Work Program and Budget Allocation", dated February 4, 2022, from the Director, Policy Planning, be approved; and
- 3. That the Richmond Heritage Commission 2022 Budget Allocation, as presented in the staff report titled "Richmond Heritage Commission 2021 Annual Report & 2022 Work Program and Budget Allocation", dated February 4, 2022, from the Director, Policy Planning, be approved.

John Hopkins Director, Policy Planning

JH:mp Att. 3

REPORT CONCURRENCE			
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER	
Arts, Culture & Heritage	V	pe Erceg	
SENIOR STAFF REPORT REVIEW	INITIALS:	APPROVED BY CAO	

Staff Report

Origin

The Richmond Heritage Commission was established on May 9, 2005, upon City Council approval of Richmond Heritage Commission Bylaw No. 7906. A primary role of the Commission is to provide advice to Council on heritage conservation and promotion matters, and undertake and provide support for activities that benefit and advance heritage in the City.

On July 12, 2021, Richmond Heritage Commission Bylaw No. 7906 was amended to clarify and strengthen the Commission's role in reviewing development applications city-wide and in Steveston Village, and reduce the size of the Commission from nine members to six members, three of which must have demonstrated professional experience in heritage conservation planning or designing buildings in a heritage area. All six positions are currently filled.

This report:

- Summarizes the activities of the Commission in 2021; and
- Recommends 2022 Work Program and Budget Allocation for approval by Council.

The Richmond Heritage Commission reviewed and endorsed the proposed Work Program at its meeting held on February 2, 2022.

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

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

6.4 Recognize Richmond's history and heritage through preservation, protection and interpretation.

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

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

8.1 Increased opportunities for public engagement.

2021 Annual Report

The detailed 2021 Annual Report of the Richmond Heritage Commission is contained in Attachment 1, and includes the following highlights:

- Reviewed and provided comments on two development applications involving alterations on a heritage-designated property and a property within the Steveston Village Heritage Conservation Area;
- Received information and regular updates on various City policies and initiatives;

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- Received information and provided comments on the updated Heritage Inventory report from the consultant;
- Received information and provided comments on the Steveston Village Heritage Conservation Grant Program referral; and
- Provided sponsorship to the annual Richmond Regional Heritage Fair and Doors Open Richmond events, and to the Oral Histories project.

The Richmond Heritage Awards was not held in 2021 due to the Covid-19 pandemic.

2022 Work Program

The detailed 2022 Work Program of the Richmond Heritage Commission is contained in Attachment 2, and includes the following highlights:

- Continue to review and provide recommendations on relevant development applications or other initiatives that may have an impact on the character of heritage resources city-wide and in the Steveston Village early on in the process;
- Continue to participate as a stakeholder in the ongoing Heritage Inventory update project;
- Receive nominations, and select and recognize the winners for the 2022 Richmond Heritage Awards;
- Continue to provide sponsorship to the Richmond Heritage Fair and Doors Open Richmond events, and the Oral Histories project; and
- Continue to explore options and develop a specific proposal/program to raise the profile of heritage in the City and to expand Commission members' knowledge and expertise related to heritage conservation.

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

2022 Budget Allocation

The total operating budget of the Richmond Heritage Commission is \$5,000 and the detailed 2022 Budget Allocation is contained in Attachment 3.

Financial Impact

None.

Conclusion

The Richmond Heritage Commission's mandate is to advise City Council on heritage conservation and promotion matters, and to undertake and provide support for activities that benefit and advance heritage in Richmond. The 2021 Annual Report for the Richmond Heritage Commission is submitted for information, and the 2022 Work Program and Budget Allocation are recommended for Council's approval.

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Minhee Park Planner 2

MP:cas

Attachment 1: Richmond Heritage Commission 2021 Annual Report Attachment 2: Richmond Heritage Commission 2022 Work Program Attachment 3: Richmond Heritage Commission 2022 Budget Allocation

RICHMOND HERITAGE COMMISSION 2021 ANNUAL REPORT

Richmond Heritage Commission 2021 Accomplishments			
Projects	Achieved Outcomes	Accomplishments and Comments	
Development Proposals	Provided heritage perspective and	 Reviewed and provided comments on a total of two development applications forwarded by staff. 	
Heritage Policy	advice to Council and staff	Reviewed and provided comments on updated Heritage Inventory report from the consultant.	
		 Received information and provided comments on the Steveston Village Heritage Conservation Grant Program referral. 	
City of Richmond Museum and Heritage Services	Received information and helped support and promote the City's services and sites	 Received information from staff on programs, initiatives and projects related to City-owned historic places and museums, and provided feedback. 	
Richmond Heritage Awards		Not held in 2021 due to the pandemic.	
Projects suppo	supported	 Provided \$1,000 in sponsorship to the Richmond Heritage Fair. 	
		 Provided \$1,000 in sponsorship to the Doors Open Richmond. 	
		 Provided \$350 in sponsorship to the Richmond Museum's Oral Histories project. 	

List of Applications Reviewed in 2021			
Application No.	Address of property	Application Purpose	
HA 20-896761/ DP20-896760	Unit 100 - 12211 1 st Avenue	To construct a new storefront entry with sidelight glazing, complete with interior ramp to improve accessibility.	
HA21-936123	6511 Dyke Road	To undertake minor maintenance work to the London Farmhouse and improve the landscaping and interpretation in the lands at London Heritage Farm.	

RICHMOND HERITAGE COMMISSION PROPOSED 2022 WORK PROGRAM

Projects	Results Expected	Comments
Development Proposals	Heritage perspective and advice to Council	 Review and provide recommendations on relevant development applications or other initiatives that may have an impact on the character of heritage resources city-wide and in the Steveston Village early on in the process.
Heritage Policy	-	 Continue to participate as a stakeholder in the Heritage Inventory Update.
Richmond Heritage Awards	Receive nominations and select recipients	 Receive award nominations, and select and honour the winners.
City of Richmond Museum and Heritage Services	Receive information and help support and promote the City's services and sites	 Receive information from staff on programs, initiatives and projects related to City-owned historic places and museums and provide feedback.
Community Heritage Partners and Projects	Sponsor and support community initiatives	 Provide sponsorship to the Richmond Heritage Fair, Doors Open Richmond event, and the Oral Histories project of the Richmond Museum Society.
Capacity Building	Raise profile of Richmond Heritage and enhance knowledge	 Recommend options and develop a specific proposal/program to raise public awareness of Richmond heritage. Expand and enhance knowledge and expertise related to heritage and pursue other educational opportunities.

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ATTACHMENT 3

RICHMOND HERITAGE COMMISSION PROPOSED 2022 BUDGET ALLOCATION

Work Item	2022 Budget Allocation	
Annual Sponsorship - Heritage Fair	\$1,000	
Annual Sponsorship - Doors Open	\$1,000	
Annual Sponsorship - Oral Histories	\$350	
Heritage Awards (Advertising, Promotion, Framing of Awards)	\$1,300	
Education	\$350	
Meeting Refreshments	\$0	
Raise profile of Richmond's heritage	\$1,000	
Contingency	N/A	
Total	\$5,000	



To: Planning Committee

From: Wayne Craig Director, Development Date: February 23, 2022 File: RZ 18-802860

Re: Application by Art Homes Ltd. for Rezoning at 4400, 4420, and 4440 Smith Crescent from the "Single Detached (RS1/F)" Zone to the "High Density Townhouses (RTH1)" Zone

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9877, for the rezoning of 4400, 4420, and 4440 Smith Crescent from the "Single Detached (RS1/F)" zone to the "High Density Townhouses (RTH1)" zone, be introduced and given First Reading.

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

WC:jr Att. 6

REPORT CONCURRENCE			
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER	
Affordable Housing	V	be Erceg	

Staff Report

Origin

Art Homes Ltd. (Director: Buta S. Dosamjh), on behalf of South Rich Homes JV Ltd. (Director: Buta S. Dosamjh), has applied to the City of Richmond to rezone 4400, 4420, and 4440 Smith Crescent from the "Single Detached (RS1/F)" zone to the "High Density Townhouses (RTH1)" zone, to permit the development of 34 townhouse units. A location map and aerial photo are provided in Attachment 1.

Findings of Fact

A Development Application Data Sheet providing details about the development proposal is provided in Attachment 2.

Subject Site Existing Housing Profile

There are three single detached dwellings on the subject site, which would be demolished. None of the dwellings contain a secondary suite. The dwellings were previously owner-occupied and are currently vacant.

Surrounding Development

Development immediately surrounding the subject site is as follows:

- To the North: A single detached dwelling on a property zoned "Single Detached (RS1/F)".
- To the South: A single detached dwelling on a property zoned "Single Detached (RS1/F)".
- To the East: The Highway 91A road allowance, which includes a pedestrian overpass connecting the pathway behind the subject site to Hamilton Highway Park and Thompson Road.
- To the West, across Smith Crescent: Hamilton VLA Park, which includes a playground, sport courts, and open field.

Related Policies & Studies

Official Community Plan/Hamilton Area Plan

The subject site is located in the Hamilton planning area, and is designated "Neighbourhood Residential" on the Official Community Plan (OCP) land use map and "Neighbourhood Residential (Townhouse 0.75 FAR)" on the Hamilton Area Plan land use map (Attachment 3). The FAR referenced in the Hamilton Area Plan land use designation is the intended maximum density, inclusive of bonus density associated with the Affordable Housing Strategy and Hamilton Area Plan amenity contributions. The proposed rezoning is consistent with these designations.

The Hamilton Area Plan requires a cash contribution for neighbourhood amenity space at a rate of \$6.55 per buildable square foot for townhouse development. Prior to final adoption of the rezoning bylaw, the applicant made a \$323,714.10 contribution to the Hamilton Amenity Fund.

The Hamilton Area Plan includes objectives to improve non-motorized transportation options in the neighbourhood to better connect residents with parks and amenities. The proposed development would provide a new public pathway linking Smith Crescent to the pathway in the highway right-of-way (ROW) behind the subject site. This would allow more direct access to and from the pedestrian overpass crossing Highway 91A.

Affordable Housing Strategy

Residential rezoning applications involving townhouse developments are required to provide a cash-in-lieu contribution towards the City's Affordable Housing Reserve Fund. As per the City's Affordable Housing Strategy, townhouse rezoning applications received prior to November 15, 2021 are required to provide a cash-in-lieu contribution of \$8.50 per buildable square foot. Consistent with the strategy, a \$420,087.00 contribution is required prior to final adoption of the rezoning bylaw.

Floodplain Management Implementation Strategy

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

The Flood Construction Level in Hamilton is 3.5 m GSC. Structural elevation of the floor systems containing habitable space is proposed to meet the Flood Construction Level. No indoor habitable space is proposed at grade. The storage areas in the garages cannot be used as habitable space. Prior to final adoption of the rezoning bylaw, the applicant must register a legal agreement on title restricting conversion of any garage or storage area to habitable space.

This proposal is consistent with Richmond Flood Plain Designation and Protection Bylaw 8204 and the form of development is typical in the Hamilton area.

Ministry of Transportation and Infrastructure Approval

As the subject site abuts a Provincially-controlled highway, this redevelopment proposal has been referred to the Ministry of Transportation and Infrastructure (MOTI). Preliminary approval has been received from MOTI, and formal approval is required prior to final adoption of the rezoning bylaw.

Public Consultation

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

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

Analysis

Urban Design and Site Planning

The proposed development consists of six buildings containing a total of 34 townhouse units. The site plan and massing are generally consistent with the Development Permit Guidelines contained in the OCP and Hamilton Area Plan. Conceptual development plans are provided in Attachment 4.

All of the units would be three storeys, with living space located on the second and third storey. Living space is not permitted on the ground floor due to the flood construction level in the Hamilton neighbourhood.

The site plan is structured around a pedestrian circulation network. Building 1 fronts Smith Crescent, Buildings 2 and 3 front an interior walkway, and Buildings 5 and 6 front the public walkway. Building 4 fronts the drive aisle, due to the challenge of adding accessible footpaths through the cluster of mature trees between this building and the off-site pathway behind the site.

All of the units have private outdoor space at grade and at least one balcony. Units in Buildings 1, 2, 3, 5, and 6 feature two projecting balconies, which are stacked to provide weather protection to the balcony or porch below. Units in Building 4 have a single recessed balcony, but have a larger outdoor space at grade than units in other buildings.

Building 6 is set back 2.91 m from the rear property line, which abuts the Highway 91A road allowance. The applicant has provided an acoustical report, which includes recommendations for building upgrades to achieve CHMH indoor noise standards in Buildings 4 and 6. These recommendations will be further reviewed and secured through the Development Permit process.

The proposed rear yard setback is consistent with Richmond Zoning Bylaw 8500, but encroaches into the 4.5 m setback to highways required by the Ministry of Transportation and Infrastructure (MOTI). Prior to advancing the Development Permit application to the Development Permit Panel the applicant is required to receive MOTI approval for a setback permit exception.

The shared outdoor amenity area is proposed in the southwest corner of the site, and is specifically located to facilitate retention of two large trees. The current concept includes a large play structure, bench seating, picnic table, and landscaping around the two retained trees. Detailed design and programming of the private and shared outdoor amenity spaces will be reviewed through the Development Permit process.

A garbage and recycling room is proposed near the middle of the site flanking the central drive aisle. Vehicles servicing the site would be able to complete a three-point turn in the drive aisle to enter and exit the site in a forward motion.

Housing Type and Tenure

The proposed development consists of ground-oriented townhouses that would be stratified and sold upon completion. Consistent with OCP policy respecting townhouse and multiple family housing development projects, and in order to maximize potential rental and housing opportunities throughout the City, the applicant has agreed to register a restrictive covenant on title prior to rezoning bylaw adoption, prohibiting: (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.

Transportation and Site Access

Vehicle access is proposed from a single driveway to Smith Crescent located in the approximate centre of the frontage. Vehicle and bicycle parking for residents and visitors are provided consistent with Richmond Zoning Bylaw 8500, except for a variance to the maximum percentage of tandem parking spaces for residents. The proposed development would require 68 parking spaces for residents, of which a maximum of 50% can be provided in a tandem arrangement. The proposed development has 59% of the parking spaces (i.e., 40 spaces) in a tandem arrangement.

Staff support the requested variance as it is a direct response to the Flood Construction Level and has been accepted in similar developments in the Hamilton neighbourhood. In addition, the applicant is providing voluntary Transportation Demand Management (TDM) measures to reduce future residents' vehicle dependence. The proposed TDM measures include:

- 60% increase over the minimum Class 1 bicycle parking requirements for residents.
- 75% increase over the minimum Class 2 bicycle parking requirements for visitors.
- Significant cycling and pedestrian upgrades as required by the Hamilton Area Plan, including off-street pathways and road upgrades. Additional details are provided below.

The proposed pedestrian pathway system would connect Smith Crescent with the existing pedestrian path adjacent to Highway 91A, which is consistent with the Hamilton Area Plan. This public pathway will be secured through a 6.0 m wide Statutory Right-of-Way (SRW) along the south property line and will include a 3.0 m wide paved surface, lighting, and landscaping. Future development to the south would be required to provide an additional 6.0 m wide Statutory Right-of-Way (SRW) and increase the width of the pathway. Improvements to the pathway in the highway right-of-way (ROW) behind the subject site will also be required, consisting of pavement widening to 3.0 m, lighting, and landscaping. Detailed design of the new and upgraded pathways will be through the Servicing Agreement process.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses 57 bylaw-sized trees on the subject property, three trees on neighbouring properties, and four street trees on City property.

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

- Two Maple trees (Tag # 24 and 25) located in the front yard of 4420 Smith Crescent are in excellent condition and should be retained and protected. Provide a 4.5 m tree protection zone from the base of each tree. A \$10,000.00 Tree Survival Security is required for each tree.
- One Cherry and one Maple tree (Tag # 33 and 34) located in the rear yard of 4420 Smith Crescent site are proposed to be retained. Provide a 4.5 m tree protection zone from the base of each tree. A \$5,000.00 Tree Survival Security is required for each tree.
- Seven Western Red Cedar trees (Cluster noted as Tag # 55) located in the rear yard of 4400 Smith Crescent are proposed to be retained. Provide a 4.5 m tree protection zone from the base of each tree. A \$5,000.00 Tree Survival Security is required for each tree.
- One Ash tree (Tag # 54) located on the neighbouring property to the north and two trees (Cluster noted as Tag # 55) located on the neighbouring properties to the north and east to be protected as per City of Richmond Tree Protection Information Bulletin Tree-03.
- One tree (Cluster noted as Tag # 55) located in the rear yard of 4400 Smith Crescent is in conflict with Building 4. Remove and replace.
- Three Western Red Cedar trees (Tag # 21, 22, and 23) located in the side yard of 4420 Smith Crescent ranging in size from 30 cm to 42 cm caliper are in good condition but are in conflict with the proposed driveway and Building 5. Several revised site plans were considered in an effort to retain these trees, but resulted in impacts to urban design objectives or the retention of other trees on the development site. These trees are growing as a hedge and are not suitable for relocation. Remove and replace.
- 42 trees (Tag # 1-20, 26-32, 35-38, 41-50, and 52) located on the development site are either dead, dying (sparse canopy foliage), are infected with Fungal Blight 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. Remove and replace.
- One hedgerow (Tag # 40) located in the front yard between 4400 and 4420 Smith Crescent is in poor condition and should be removed.
- Replacement trees should be specified at 2:1 ratio as per the OCP.

The four trees on City property have been reviewed by Parks Department staff, with the following comments:

• Tree # 39 – Tree appears to be in fair health good condition. It is showing signs of drought stress with the leaves browning on the edges but otherwise looks to be in fair health. Size of the tree makes it a good candidate to relocate. This tree should be reviewed as part of the Servicing Agreement for possible relocation. Final determination should be made prior to the Development Permit application proceeding to Development Permit Panel. A \$5,000.00 survival security is required prior to final adoption of the rezoning bylaw if it is retained.

- Tree # 53 Tree is in good health fair condition. It has been topped historically but appears to be pruned regularly so there are no major defects. Tree will be close to the frontage improvements but all efforts to design around this tree must be made moving forward. A \$5,000.00 survival security is required prior to final adoption of the rezoning bylaw.
- Tree # 51 Tree is in good health but poor condition. It has approximately 40 stems which would make it hard to work around for the frontage improvements. It will also be an issue for sight lines moving forward due to the form of the tree. Recommend removal. \$1,500.00 is required in compensation prior to final adoption of the rezoning bylaw.
- Tree # 56 Tree is in poor health and condition. Main limbs have died back with decay in the main stem. All the growth appears to be sucker growth. This tree is not a good candidate to retain or relocate. Recommend removal. \$1,500.00 required in compensation prior to final adoption of the rezoning bylaw.

Tree Protection

Eleven trees (Tag # 24, 25, 34, 35, and 55) on the subject site, three trees (Tag # 54 and 55) on neighbouring properties, and two trees (Tag # 39 and 53) on City property are to be retained and protected. The applicant has submitted a tree protection plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 5). To ensure that the trees identified for retention are protected at development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.
- Prior to final adoption of the rezoning bylaw, submission to the City of a \$75,000.00 Tree Survival Security for the 11 on-site trees and two City-trees to be retained and/or relocated.
- Prior to demolition of the existing dwelling on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and remain in place until construction and landscaping on-site is completed.

Tree Replacement

The applicant wishes to remove 46 on-site trees. The 2:1 replacement ratio would require a total of 92 replacement trees. The applicant has agreed to plant 41 trees in the development. The required replacement trees are to be a minimum of 8 cm caliper deciduous or 4 m tall coniferous species, as per Tree Protection Bylaw No. 8057.

To satisfy the 2:1 replacement ratio established in the OCP, the applicant will contribute \$38,250.00 to the City's Tree Compensation Fund in lieu of the remaining 51 trees that cannot be accommodated on the subject property after redevelopment.

Variance Requested

The proposed development is generally consistent with the "High Density Townhouses (RTH1)" zone, except for the following requested variances (staff comments in *bold italics*).

1. Increase permitted tandem parking from 50% to 59% of spaces (i.e., 40 of 68 spaces).

Richmond Zoning Bylaw 8500 permits up to 50% of the required residential parking spaces to be provided in a tandem arrangement. In the case of this development, up to 34 spaces could be provided in a tandem arrangement.

Staff support the requested variance as it is a direct response to the high flood construction level in Hamilton, is consistent with other approved developments in the Hamilton neighbourhood, results in a marginal increase to the permitted tandem parking, and is off stet by voluntary TDM measures. Prior to final adoption of the rezoning bylaw the applicant is required to register a legal agreement on title restricting conversion of any garage or storage area into habitable space.

Townhouse Energy Efficiency and Renewable Energy

The proposed development consists of townhouses that staff anticipate would be designed and built in accordance with Part 9 of the BC Building Code. As such, this development would be required to achieve Step 3 of the BC Energy Step Code for Part 9 construction (Climate Zone 4) or Step 2 with a low carbon energy system. As part of the Development Permit application, the applicant will be required to identify the Step Code target and provide a report prepared by a Certified Energy Advisor which demonstrates that the proposed design and construction will meet or exceed the applicable standard.

Amenity Space

The applicant proposes a cash contribution in-lieu of providing indoor amenity space on-site. Prior to final adoption of the rezoning bylaw, the applicant must provide an \$88,460.00 contribution to the City-wide amenity fund.

Outdoor amenity space is provided on site. Based on the preliminary design, the size of the proposed outdoor amenity space is consistent with the OCP minimum requirement of 6 m^2 per unit. Staff will work with the applicant at the Development Permit stage to ensure the design of the outdoor amenity space meets the Development Permit guidelines contained in the OCP.

Public Art

Based on the maximum buildable floor area of approximately 49,422 ft² residential floor area, the recommended Public Art contribution based on administrative guidelines of \$0.93 (2022 rate) is approximately \$45,962.46.

As the project will generate a recommended Public Art contribution close to \$40,000.00 and there are limited opportunities to locate Public Art on-site, as per Policy it is recommended that the Public Art contribution be directed to the Public Art Reserve for city-wide projects on City lands. The contribution is required prior to final adoption of the rezoning bylaw.

Site Servicing and Frontage Improvements

Prior to final adoption of the rezoning bylaw, the applicant is required to enter in to a Servicing Agreement for the design and construction of the required site servicing and frontage works described in Attachment 6, including, but not limited to:

- Filling of the Smith Crescent drainage ditch and replacement with a piped drainage system.
- A new pedestrian pathway along the south property line, consisting of a 3.0 m wide pathway, lighting, and landscaping.
- Improvements to the pathway behind the subject site, consisting of a 3.0 m wide pathway, lighting, and landscaping.
- Frontage improvements on both sides of Smith Crescent, generally consisting of new sidewalks, landscaped boulevards, street parking, and a two-way bike path.

Development Permit Application

Prior to final adoption of the rezoning bylaw, a Development Permit application is required to further examine the following issues:

- Compliance with the Development Permit guidelines for the form and character of multi-family projects contained in the OCP and Hamilton Area Plan.
- Review of the size and species of proposed new trees to ensure bylaw compliance and achieve an acceptable mix of deciduous and coniferous species.
- Refinement of the shared outdoor amenity design and programming, including the choice of play equipment, to create a safe and inviting environment for children's play and social interaction.
- Review of the relevant accessibility features, including the provision of three convertible units and aging-in-place features for all units.
- Review of a sustainability strategy for the development.
- Review of any necessary noise mitigation strategies related to potential traffic noise from Highway 91A. The applicant has provided an acoustical report, which includes recommendations for upgrades to Buildings 4 and 6.
- Review of the proposed setback to Highway 91A, which requires approval from the Ministry of Transportation and Infrastructure.

Financial Impact or Economic Impact

This rezoning application results in an Operational Budget Impact (OBI) of \$5,000.00 for off-site City infrastructure (such as roadworks, waterworks, storm sewers, sanitary sewers, street lights, street trees and traffic signals).

Conclusion

The purpose of this application is to rezone 4400, 4420, and 4440 Smith Crescent from the "Single Detached (RS1/F)" zone to the "High Density Townhouses (RTH1)" zone, to permit the development of 34 townhouse units.

The proposed rezoning is generally consistent with the plans and policies affecting the subject site.

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

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9877 be introduced and given First Reading.

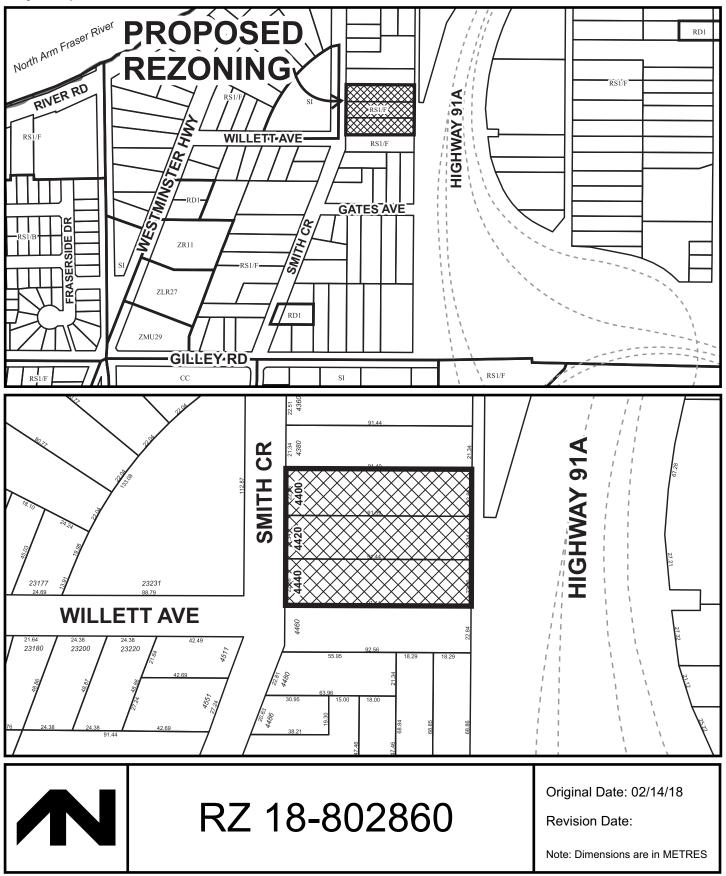
Jordan Rockerbie Planner 1 (604-276-4092)

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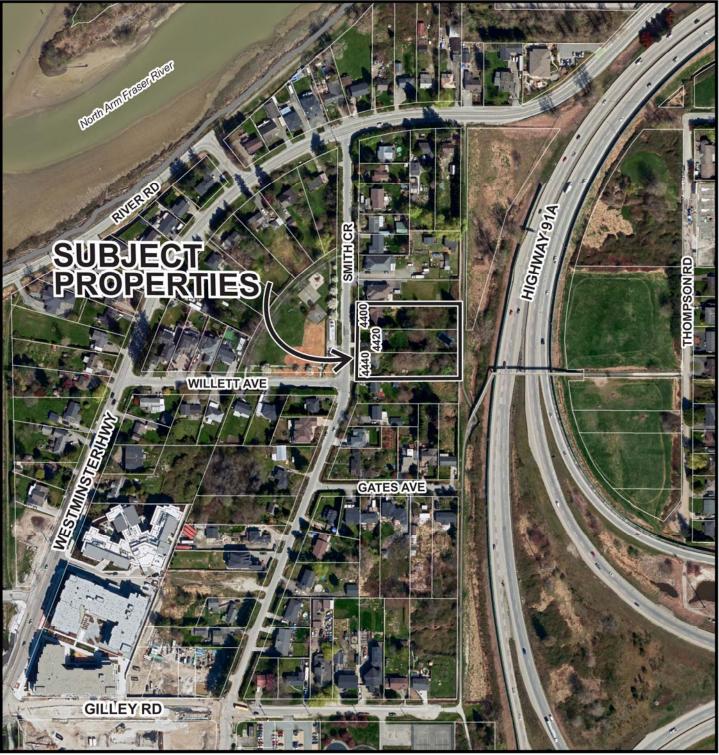
Attachments:

Attachment 1: Location Map and Aerial Photo Attachment 2: Development Application Data Sheet Attachment 3: Hamilton Area Plan Land Use Map Attachment 4: Conceptual Development Plans Attachment 5: Tree Retention Plan Attachment 6: Rezoning Considerations











RZ 18-802860

Original Date: 02/14/18 Revision Date: 01/11/22

Note: Dimensions are in METRES



Development Application Data Sheet

Development Applications Department

RZ 18-802860

Attachment 2

Address: 4400, 4420, and 4440 Smith Crescent

Applicant: Art Homes Ltd.

Planning Area(s): Hamilton

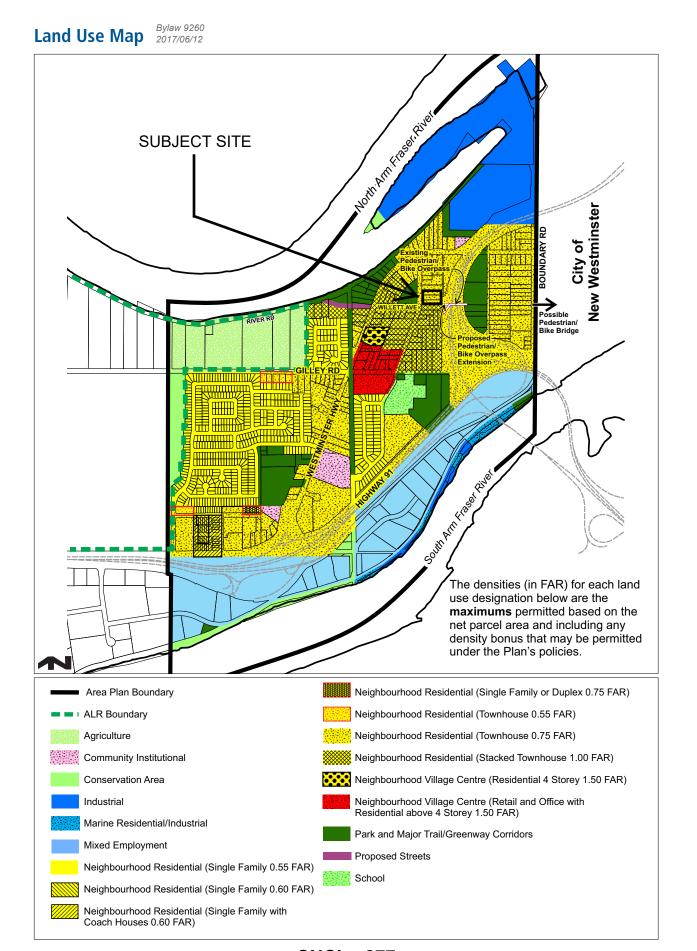
	Existing	Proposed	
Owner:	South Rich Homes JV Ltd. (Director: Buta S. Dosamjh)	To be determined	
Site Size (m ²):	6,122 m ²	No change	
Land Uses:	Single detached	Townhouses	
OCP Designation:	Neighbourhood Residential	No change	
Area Plan Designation:	Neighbourhood Residential (Townhouse 0.75 FAR)	No change	
Zoning:	Single Detached (RS1/F)	High Density Townhouses (RTH1)	
Number of Units:	3 single detached dwellings	34 townhouse dwellings	

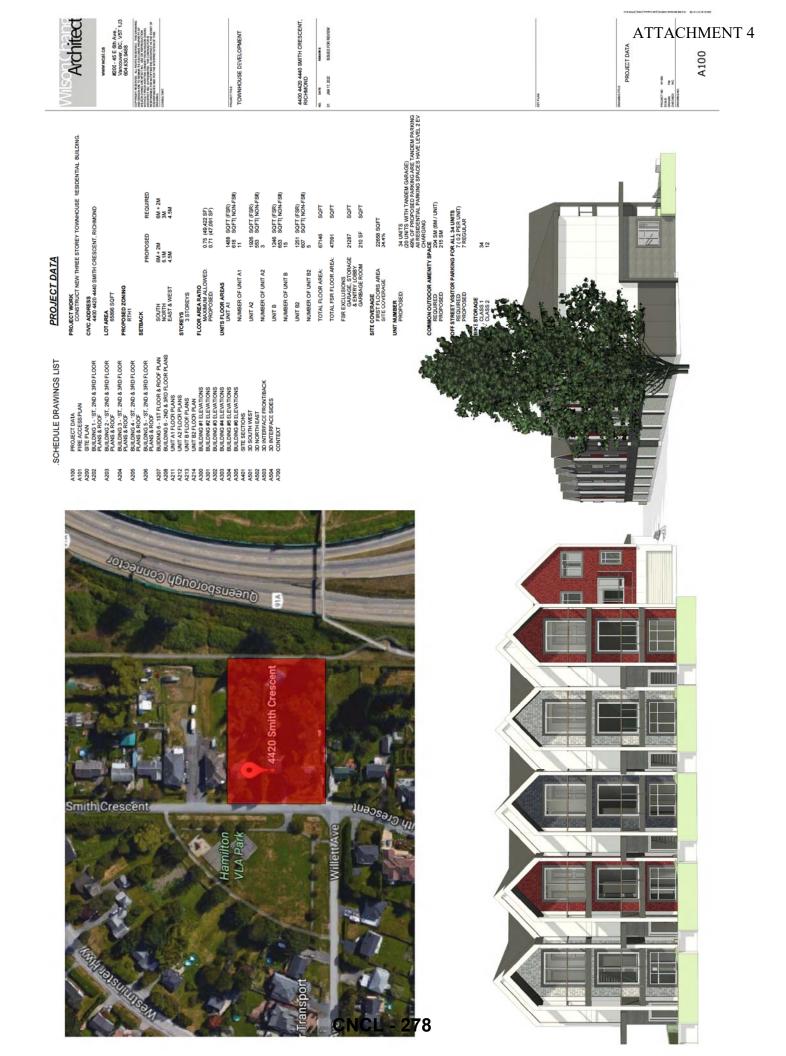
On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.75 FAR	0.71 FAR	None permitted
Buildable Floor Area (m ²):*	Max. 4,591.5 m ² (49,422 ft ²)	4,346.6 m² (47,091 ft²)	None permitted
Lot Coverage (% of lot area):	Building: Max. 45% Non-porous Surfaces: Max. 70% Live Landscaping: Min. 20%	Building: Max. 45% Non-porous Surfaces: Max. 70% Live Landscaping: Min. 20%	None
Lot Size:	1,800 m²	6,122 m ²	None
Lot Dimensions (m):	Width: 40.0 m Depth: 30.0 m	Width: 67.06 m Depth: 91.44 m	None
Setbacks (m):	Front: Min. 4.5 m Rear: Min. 2.0 m North Side: Min. 2.0 m South Side: Min. 2.0 m	Front: 4.81 m Rear: Min. 2.91 m North Side: 3.0 m South Side: 10.6 m	None
Height (m):	Max. 12.0 m	11.0 m	None
Off-street Parking Spaces – Resident (R) / Visitor (V):	2 (R) and 0.2 (V) per unit	2 (R) and 0.2 (V) per unit	None
Off-street Parking Spaces – Total:	68 (R) and 7 (V)	68 (R) and 7 (V)	None
Off-street Parking Spaces – Accessible:	2% of visitor spaces (i.e. 1 space)	1 space	None

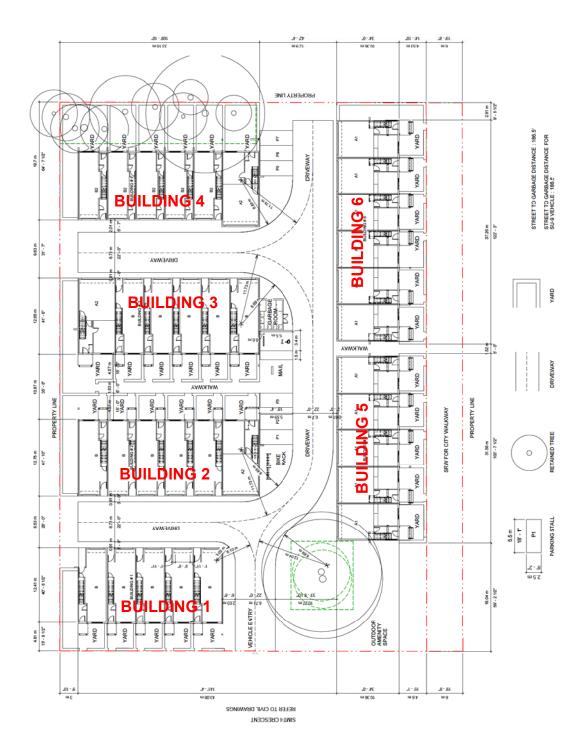
On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Tandem Parking Spaces:	Permitted – Maximum of 50% of required spaces	59% (i.e. 40 spaces)	Vary by 6 spaces
Bicycle Parking Spaces – Class 1:	1.25 spaces per unit (i.e. 43 spaces)	68 spaces	None
Bicycle Parking Spaces – Class 2:	0.2 spaces per unit (i.e. 7 spaces)	12 spaces	None
Amenity Space – Indoor:	70 m ² or cash-in-lieu	Cash-in-lieu	None
Amenity Space – Outdoor:	204 m ² (6 m ² per unit)	215 m ²	None

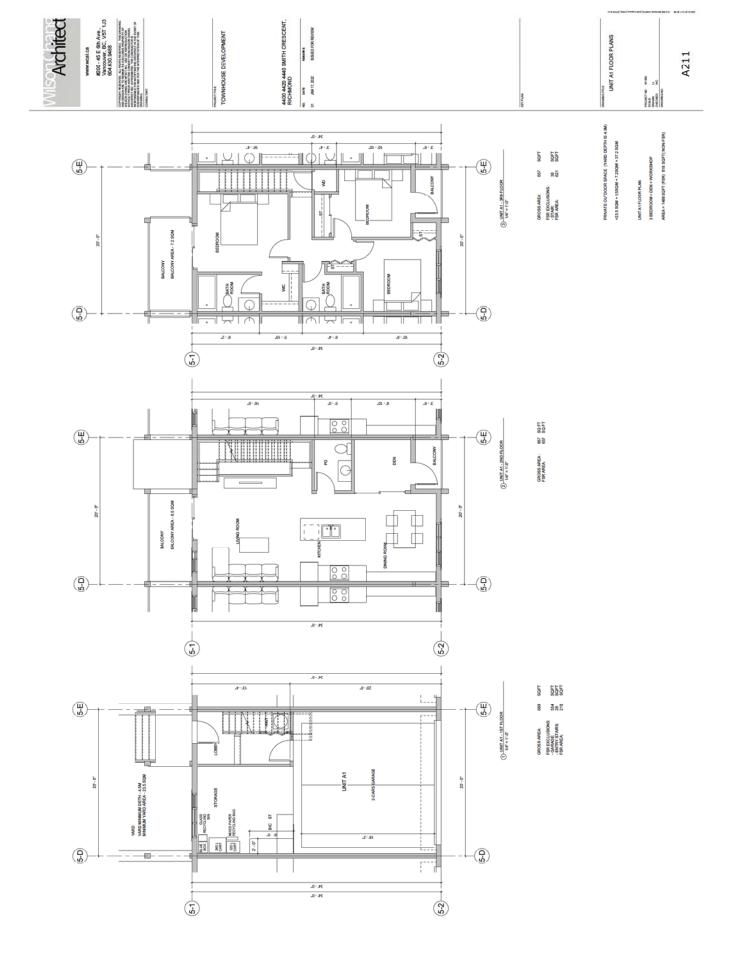
Other: Tree replacement compensation required for loss of significant trees.

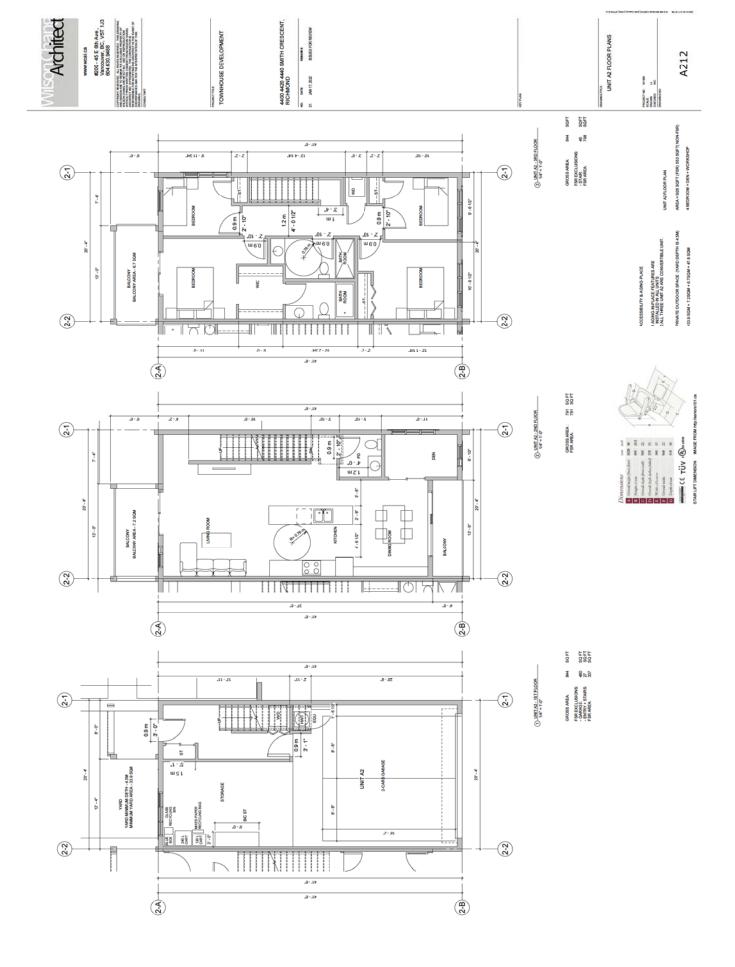
* Preliminary estimate; not inclusive of garage; exact building size to be determined through zoning bylaw compliance review at Building Permit stage.

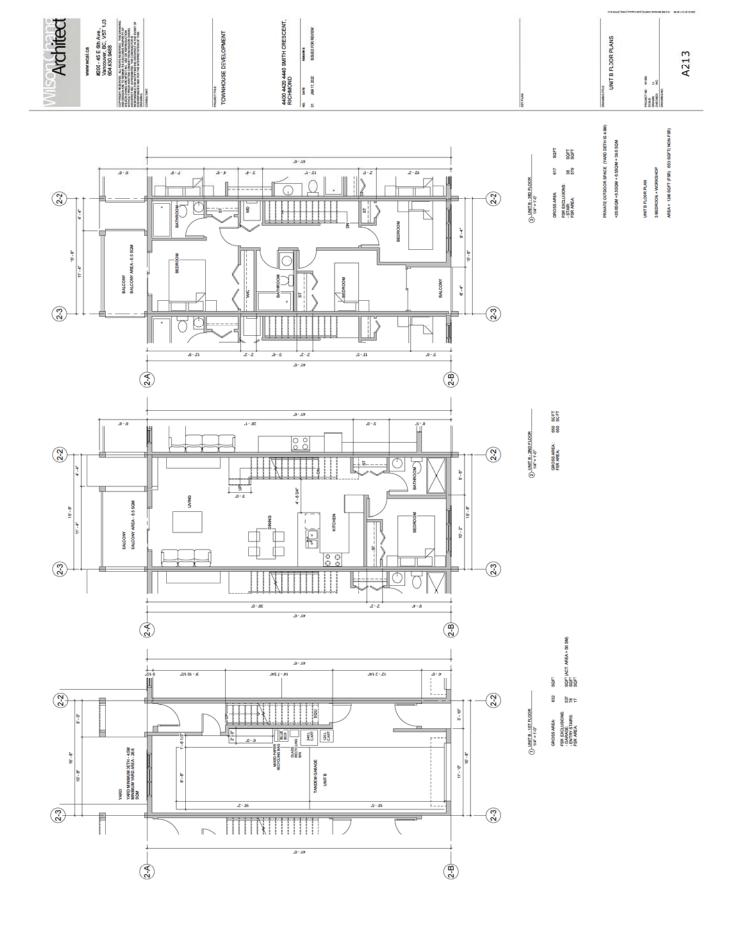


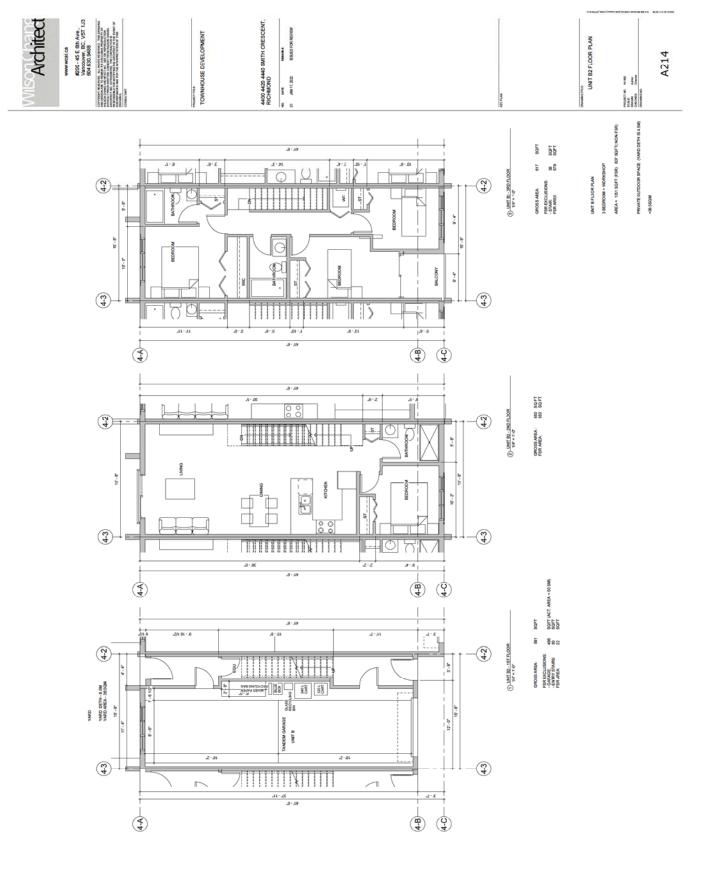




















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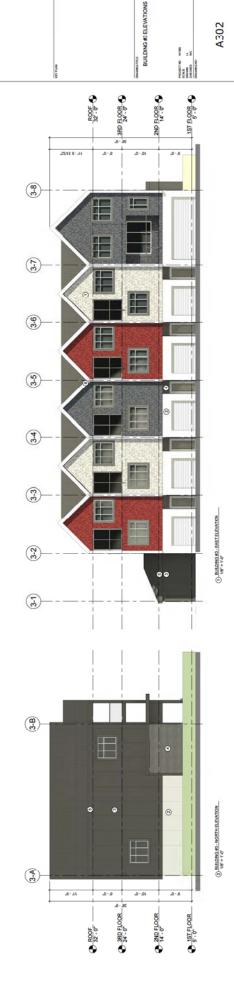
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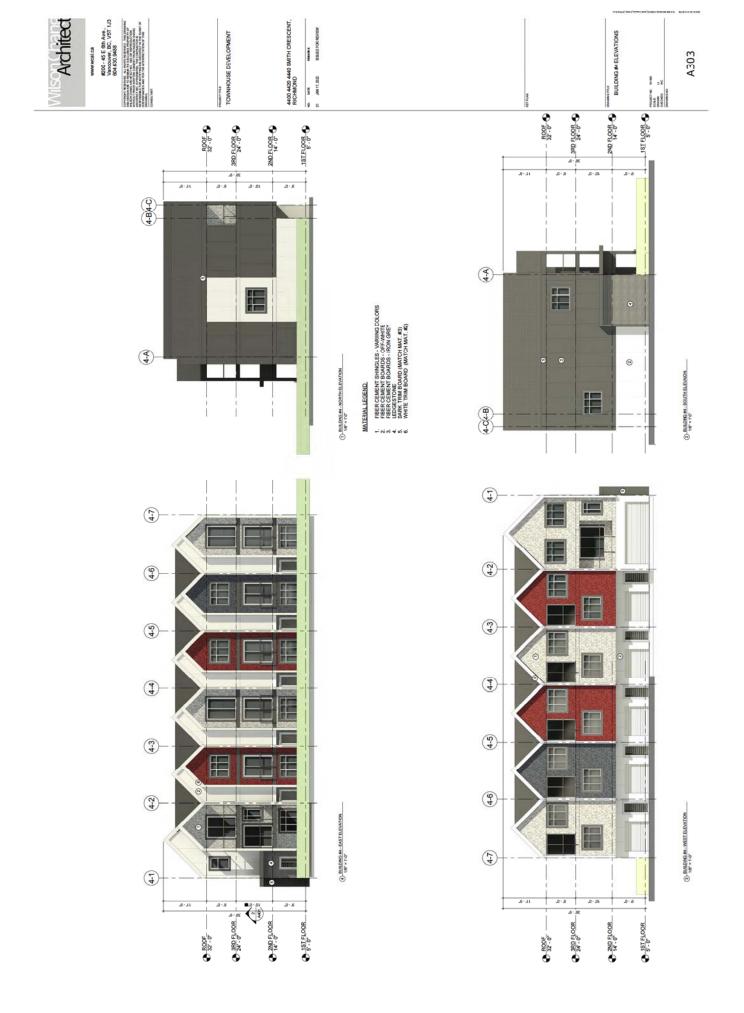
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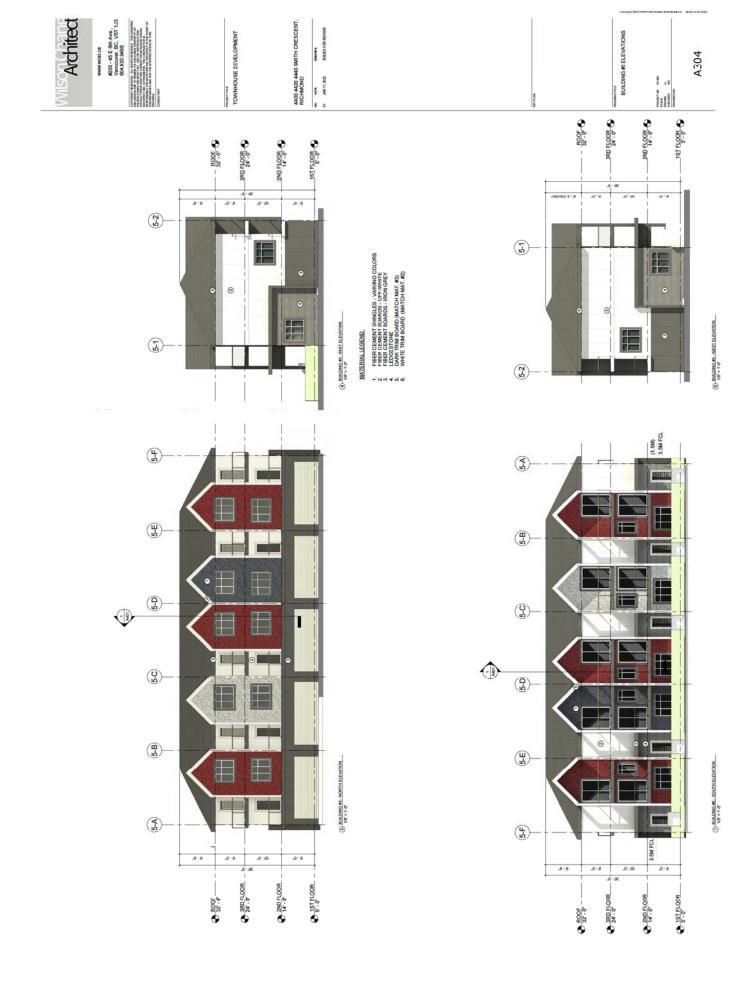


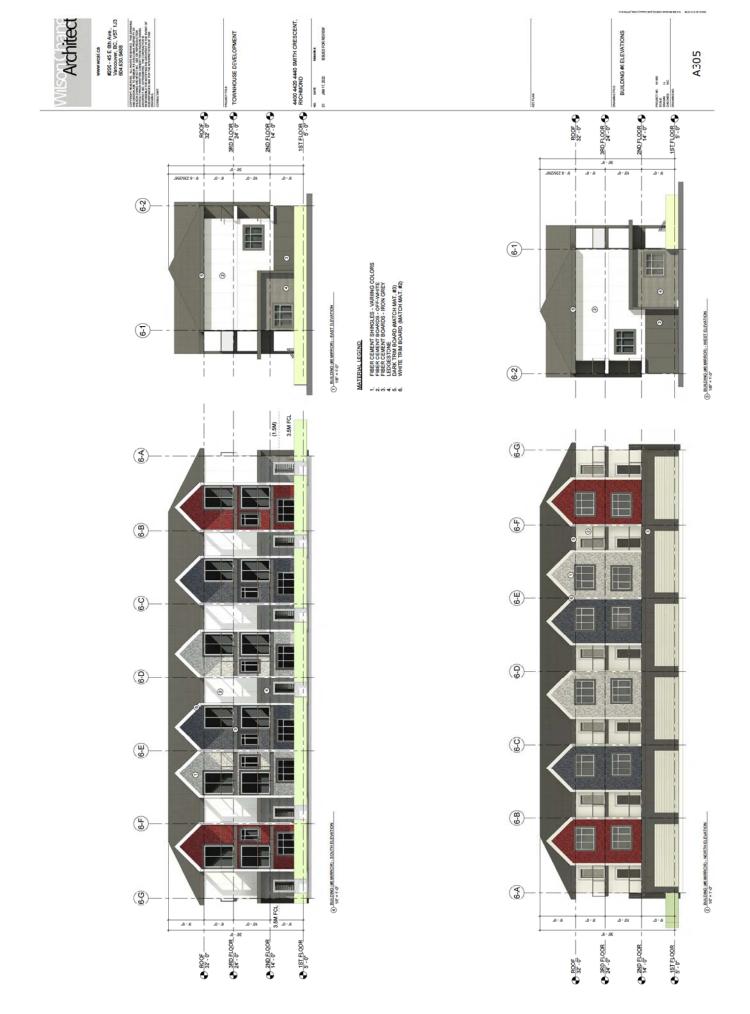
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MATERIAL LEGEND









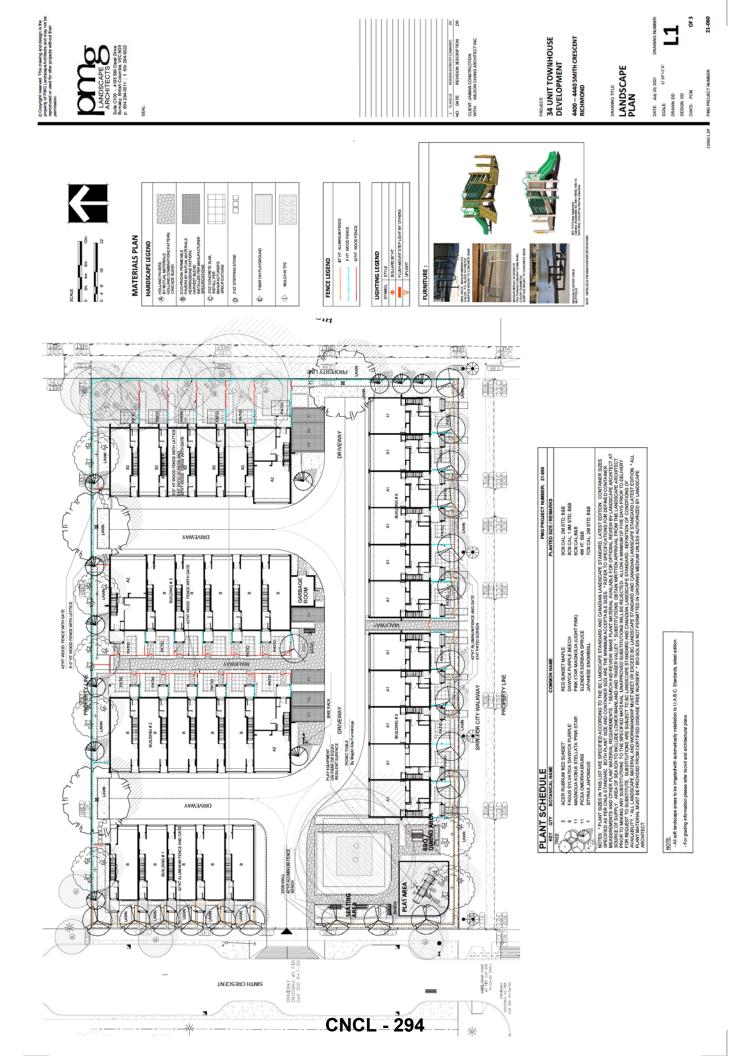


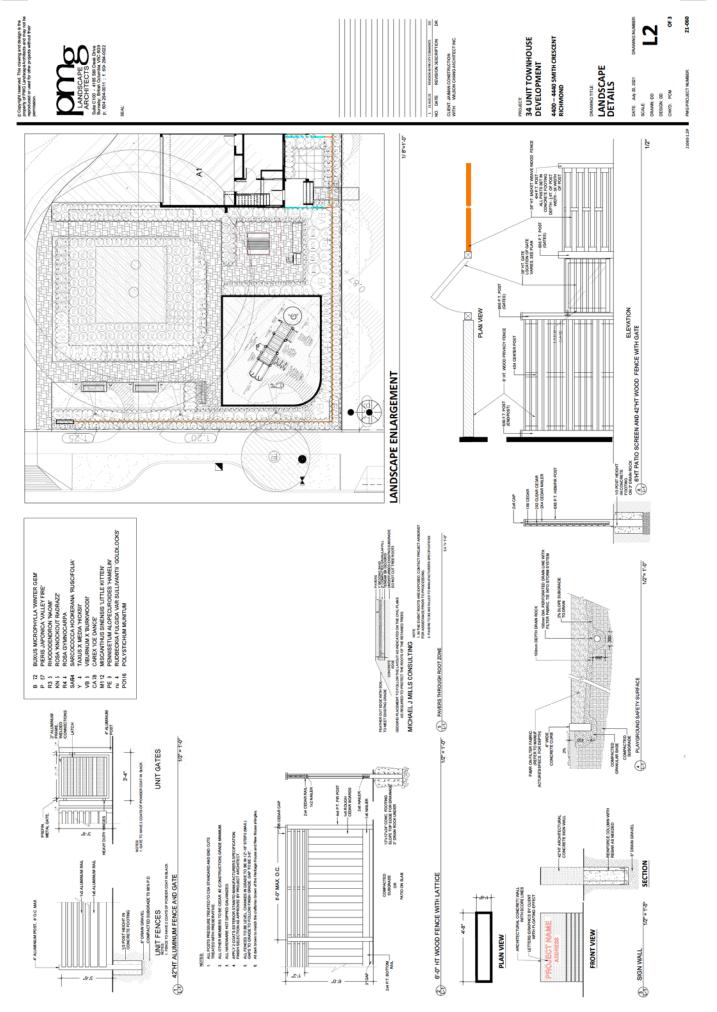


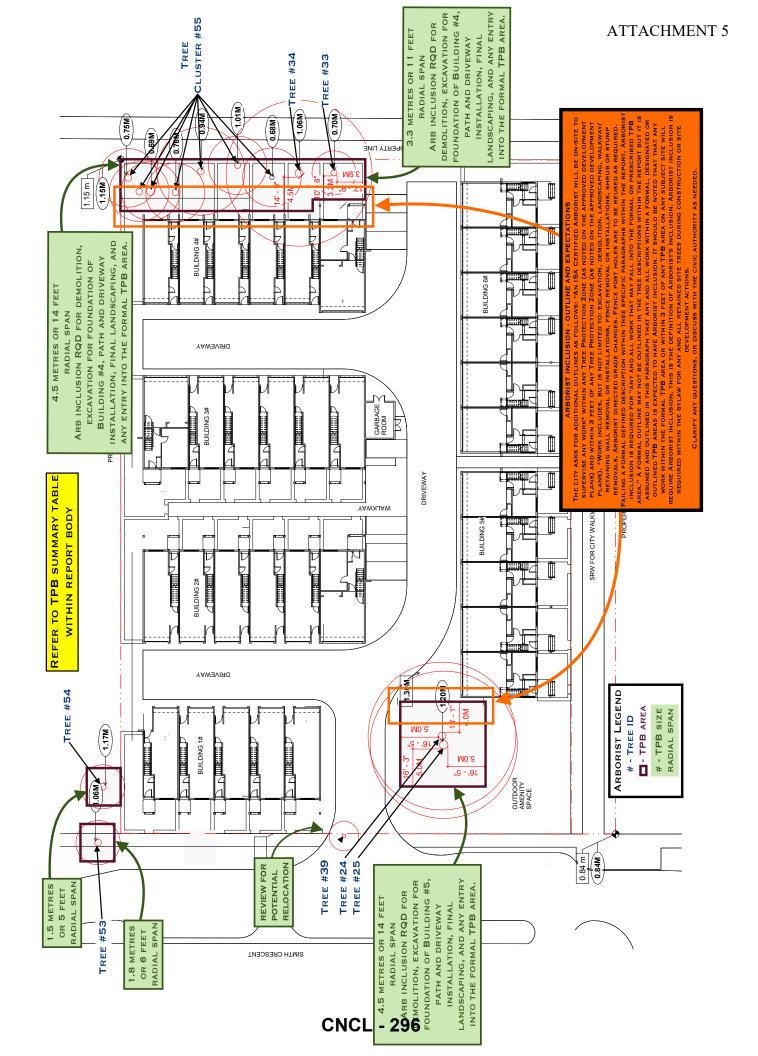


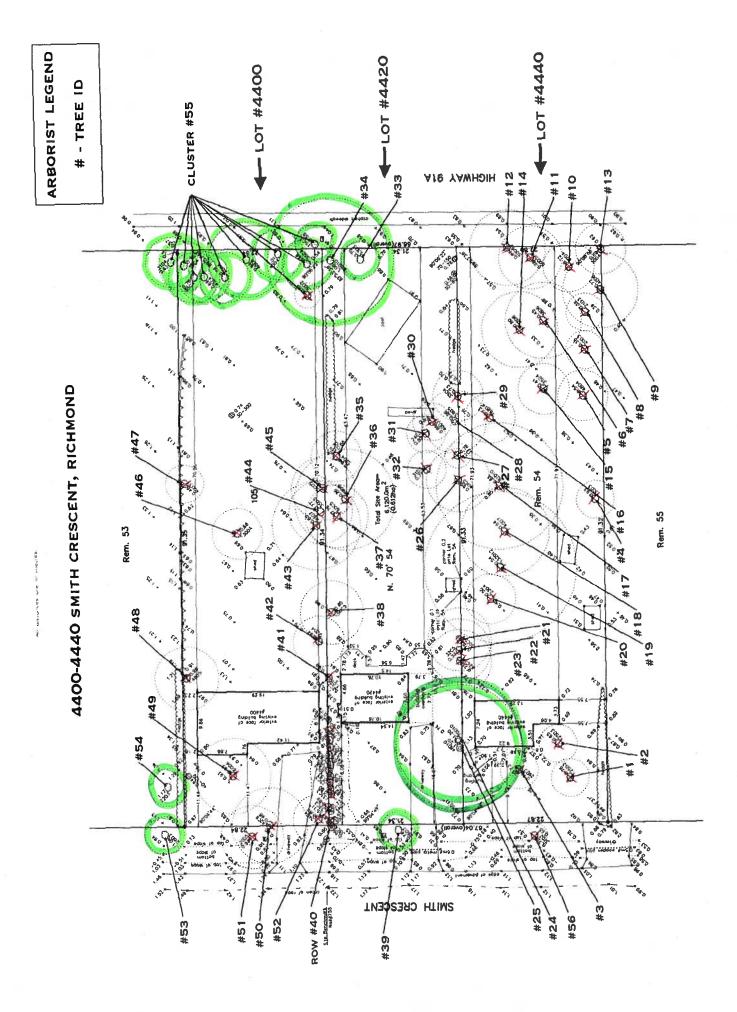














Development Applications Department 6911 No. 3 Road, Richmond, BC V6Y 2C1

Address: 4400, 4420, and 4440 Smith Crescent

File No.: RZ 18-802860

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9877, the developer is required to complete the following:

- 1. Provincial Ministry of Transportation & Infrastructure Approval.
- 2. Consolidation of all the lots into one development parcel (which will require the demolition of the existing dwellings).
- 3. Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.
- 4. City acceptance of the developer's offer to voluntarily contribute \$38,250 to the City's Tree Compensation Fund for the planting of replacement trees within the City, for the removal of trees on the subject site.
- 5. Submission of a \$3,000 contribution to the City's Tree Compensation Fund for the removal of two City-owned trees in the development frontage (Note: payment is required prior to removal of the trees or final adoption of the rezoning bylaw, whichever is earlier).
- 6. 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.
- 7. Submission of a Tree Survival Security to the City in the amount of \$75,000 for the 11 on-site trees and two City trees to be retained, including: \$10,000 for each of Tag # 24 and 25, and \$5,000 for each of Tag # 34, 35, 39, 53 and 55 (consisting of 7 trees). Up to 90% of the security will be returned upon receipt of a Post Construction Impact Assessment from the Certified Arborist, with the remainder held for one year to ensure that the trees survive.
- 8. Granting of a 6.0 m wide statutory right-of-way along the south property line for a pedestrian pathway, landscaping, and lighting, with the developer and owner being responsible for liability, construction and maintenance. The design is to be included in the Servicing Agreement (SA) in accordance with City specifications and standards.
- 9. Registration of a flood plain covenant on title identifying a minimum habitable elevation of 3.5 m GSC.
- 10. Registration of a restrictive covenant prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.
- 11. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.
- 12. City acceptance of the developer's offer to voluntarily contribute \$0.93 per buildable square foot (e.g. \$45,962.46) to the City's public art fund.
- 13. City acceptance of the developer's offer to voluntarily contribute \$6.55 per buildable square foot (e.g. \$323,714.10) to the City's Hamilton Area Plan Amenity Reserve Fund.
- 14. Contribution of \$88,460 in-lieu of on-site indoor amenity space to go towards development of the City facilities (2021 rates: \$1,805 per unit up to 19; \$3,611 per additional unit up to 39).
- 15. City acceptance of the developer's offer to voluntarily contribute \$8.50 per buildable square foot (e.g. \$420,087.00) to the City's affordable housing fund.
- 16. Registration of a legal agreement on title prohibiting the conversion of the garage and storage areas into habitable space.

Initial: ___

Water Works:

- a. Using the OCP Model, there is 123 L/s of water available at a 20 psi residual at the Smith Crescent frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
- b. At the developer's cost, the developer is required to:
 - At building permit stage, submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit designs at Building Permit stage.
 - ii) Upgrade the existing 150mm watermain to 300mm diameter (complete with fire hydrants at the east side of the road that are spaced as per City standards) approximately 213 m from the intersection of Smith Crescent and Willett Avenue, north to Westminster Highway. Tie-in shall be to the existing 300mm diameter watermain on Westminster Highway at the North. Valves should be installed to meet City standards. Exact alignment in the roadway shall be determined via the Servicing Agreement process.
- iii) As the clearance between the new watermain and the new sanitary main will be less than the minimum required in the City's Engineering Specifications (i.e., 3m minimum), the joints shall be wrapped in accordance with the latest version of ANSI/AWWA Standards C214, C209, C217 as indicated in the City's Engineering specifications.
- iv) Install a new water service connection at the Smith Crescent frontage, complete with meter and meter chamber in a right-of-way which will be provided by the developer. The dimensions and location of the right of way shall be finalized at the servicing agreement process.
- v) Re-connect all existing water service connections on Smith Crescent, complete with meter and meter chambers.
- vi) Install a new fire hydrant along Development frontage to meet City spacing requirements.
- vii) Re-connect existing fire hydrants north of the development site to the new watermain.
- viii) Remove and legally dispose offsite the existing 150 mm AC mains along Smith Crescent (Willet Avenue intersection to Westminster Hwy at the North) upon successful tie-in of the new watermain to the system.
- c. At the developer's cost, the City is to:
 - i) Complete all proposed water main tie-ins.
 - ii) Cut and cap at main all existing water service connections.

CNCL - 299

Initial: _____

Storm Sewer Works:

- a. At the developer's cost, the developer is required to:
 - Install a new 600mm diameter storm sewer in the roadway on the east side with an approximate length of 93 meters from the north properly line of 4400 Smith Crescent (Manhole STMH572) to the intersection of Willett Ave and Smith Crescent. Exact alignment in the roadway shall be determined via the Servicing Agreement process.
 - New manholes are required at the north and south end of the new storm sewer. The placement of the manhole at the south end shall match the alignment of the ultimate storm sewer along Willett Avenue, which shall be approximately 14 meters south of the southern property line of the Hamilton VLA Park.
- iii) Tie-in to the north shall be:
 - Via a headwall to connect to the existing ditches to the north.
 - Via a new 600mm diameter pipe from the new northern manhole to a new manhole that will replace STMH572 at the west side of Smith Crescent.
- iv) Tie-in to the south shall be:
 - Via a headwall to connect to the existing ditches to the south.
 - Via a new 600mm diameter pipe from the new southern manhole to a new manhole which will be tied-in to the existing storm sewer that crosses Willet Avenue at the west side of Smith Crescent.
- v) Infill the existing ditch along the east side of Smith Crescent to accommodate the following:
 - the required frontage improvements
 - the required tie-in of the widened road to the existing edge of asphalt
 - the required tie-ins of the new storm sewers to the existing ditches that front 4380 and 4460 Smith Crescent.
- vi) Remove and dispose offsite the existing storm sewers along the west side of Smith Crescent between STMH571 and STMH572.
- vii) Install a storm sewer service connection, complete with a 1050mm diameter manhole in a 3m X 3m utility right of way and tie-in to the proposed storm sewer at Smith Crescent frontage.
- b. At the Developers cost, the City is to:
 - i) Complete all proposed storm sewer tie-ins.

Sanitary Sewer Works:

- a. At the Developers cost, the Developer is required to:
 - Install sanitary sewers with an approximate length of 25 meters (complete with manholes that are spaced as per City standards) from the north property line to the proposed pump station at the east side of Hamilton VLA Park. If the sanitary gravity line south of the proposed pump station is not complete, the Developer is required to construct additional sanitary main along property frontage from the proposed pump station manhole to the southern property line of the proposed development.

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- All flows are to be directed towards the sanitary pump station, connect to the pump station via the proposed manhole fronting the station. Provide a manhole at the north and end of the new sanitary line for future connections. If the portion of sanitary main south of the pump station is constructed by the Developer, a manhole will be required at the south end of the main.
- iii) Install a sanitary sewer service connection, complete with a 1050mm diameter manhole in a 3m x 3m utility right of way and tie-in to the proposed manhole fronting the pump station.
- iv) Pay, in keeping with the Subdivision and Development Bylaw No. 8751, a \$13,172.64 cash-in-lieu contribution towards the Hamilton Area Sanitary Pump Station.

Frontage Improvements:

- a. At the Developers cost, the Developer is required to:
 - ii) Upgrade Smith Crescent as per the cross section in the Hamilton Area Plan, which includes from west to east:
 - 2.0 m wide concrete sidewalk;
 - 3.2 m wide asphalt off-road cycle path;
 - 0.6 m wide buffer strip;
 - 2.4 m wide area for landscaped/tree boulevard and on-street parking (equal length of the frontage should be provided for each);
 - 0.15 m wide concrete curb/gutter
 - 6.8 m wide driving surface
 - 0.15 m wide concrete curb/gutter
 - 2.4 m wide area for landscaped/tree boulevard and on-street parking (equal length of the frontage should be provided for each);
 - 0.6 m wide buffer strip; and
 - 2.0 m wide concrete sidewalk.
 - (Note: additional roadwork would be necessary outside the development frontage in order to provide a proper transition of the above-noted cross-section to existing road)
- iii) Upgrade the pedestrian pathway behind the subject site to include:
 - 3.0 m wide asphalt pathway;
 - Pedestrian-scale lighting; and
 - Landscaping.
 - (Note: works within MOTI lands require Provincial approval)
- iv) Construct a new pedestrian pathway along the south property line to include (from north to south):
 - 2.5 m wide landscape strip with pedestrian-scale lighting;
 - 3.0 m wide pathway; and
 - 0.5 m wide temporary landscape buffer (provide low shrubs or groundcovers that are easily removed).
 - (Note: there is an existing fence and hedges on 4460 Smith Crescent. Works along the property line should be coordinated with the adjacent property owner to minimize off-site impacts.)
- v) Coordinate with Parks on all proposed landscape treatments on Smith Crescent and both pedestrian pathways.

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- vi) Provide street lighting along Smith Crescent frontage.
- vii) Remove existing BC Hydro service connection support pole and anchors on property frontage.
- viii) Put underground the existing private utility overhead lines (e.g., BC Hydro, Telus and Shaw) along Smith Crescent frontage of the proposed site. The developer is required to coordinate with the private utility companies regarding the extent of the undergrounding works.
- ix) Coordinate with private utility companies:
 - When relocating/modifying any of the existing power poles and/or guy wires.
 - To determine if above ground structures are required now or in the future and coordinate their onsite locations (e.g. Vista, PMT, LPT, Shaw cabinets, Telus Kiosks, etc).
 - To provide rights-of-ways to accommodate equipment and future under-grounding of the overhead lines.
- x) Locate all above ground utility cabinets and kiosks required to service the proposed development within the developments site (see list below for examples). A site plan showing conceptual locations for such infrastructure shall be included in the development process design review. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the right of way requirements and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of SRWs that shall be shown in the functional plan and registered prior to SA design approval:
 - BC Hydro Vista Confirm SRW dimensions with BC Hydro
 - BC Hydro PMT Approximately 4mW X 5m (deep) Confirm SRW dimensions with BC Hydro
 - BC Hydro LPT Approximately 3.5mW X 3.5m (deep) Confirm SRW dimensions with BC Hydro
 - Street light kiosk Approximately 2mW X 1.5m (deep)
 - Traffic signal controller cabinet Approximately 3.2mW X 1.8m (deep)
 - Traffic signal UPS cabinet Approximately 1.8mW X 2.2m (deep)
 - Shaw cable kiosk Approximately 1mW X 1m (deep) show possible location in functional plan. Confirm SRW dimensions with Shaw
 - Telus FDH cabinet Approximately 1.1mW X 1m (deep) show possible location in functional plan. Confirm SRW dimensions with Telus
- Provide arborist assessment of the existing trees (e.g., City and privately owned) along Smith Crescent that may be impacted by the potential road raising, underground utility installations and road widening. (Note: Review Trees # 39 and 53 for retention and/or relocation opportunities.)
- xii) If required, coordinate with property owners and address the impact of the road widening to the existing single family properties along Smith Crescent. The developer shall coordinate with the owner(s) of the affected properties the extent of works required in private properties. The developer shall get written consent or permission to work in private property from the owner(s) of the affected lots. Coordination works shall be at the developer's cost and may include but not be limited to the following:
 - Host community meetings and provide written notices to the individual property owners.

- Provide design/drawings showing the required works inside each property affected by the road widening that may include but not limited to the following:
- Removal and reinstatement of existing driveways that may require construction of a retaining wall on each side of the reinstated driveways on private property.
- Landscaping repairs and / or replacement.
- Community notices and design drawings shall be reviewed and approved by City staff prior to sending to the affected properties.
- Provide to the City copies of design drawings for each lot (affected by the road widening) signed by the lot owner indicating their acceptance to complete the proposed works. Sign off by the owners of the affected properties is required prior to Servicing Agreement design approval.

General Items:

- a. At the developers cost, the Developer is required to:
 - ii) Provide, within the first SA submission, a geotechnical assessment of preload and soil preparation impacts on the existing utilities (e.g., AC watermain at Smith Crescent etc.) fronting or within the development site and provide mitigation recommendations.
- iii) Coordinate the SA design for this development with the servicing agreement(s) for adjacent development(s), both existing and in-stream. The developer's civil engineer shall submit a signed and sealed letter with each servicing agreement submission confirming that they have coordinated with civil engineer(s) of the adjacent project(s) and that the servicing agreement designs are consistent. The City will not accept the first submission if it is not coordinated with the adjacent developments. The coordination letter should cover, but not be limited to, the following:
 - Corridors for City utilities (existing and proposed water, storm sewer, and sanitary) and private utilities.
 - Pipe sizes, material and slopes.
 - Location of manholes and fire hydrants.
 - Road grades, high points and low points.
 - Alignment of ultimate and interim curbs.
 - Proposed street lights design.
- iv) Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, dewatering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

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

- 1. Submission of a Landscape Plan and cost estimate, prepared by a Registered Landscape Architect, to the satisfaction of the Director of Development. The Landscape Plan should:
 - comply with the guidelines of the OCP and Hamilton Area Plan;
 - include a mix of coniferous and deciduous trees;
 - include the dimensions of tree protection fencing as illustrated on the Tree Retention Plan attached to this report; and

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• include the 41 proposed replacement trees with the following minimum sizes:

No. of Replacement Trees	Minimum Caliper of Deciduous Tree	or	Minimum Height of Coniferous Tree
41	8 cm		4 m

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

2. Incorporation of the acoustical report recommendations into the Development Permit drawings, to ensure maximum interior noise levels (decibels) within the dwelling units achieve CMHC standards follows:

Portions of Dwelling Units	Noise Levels (decibels)
Bedrooms	35 decibels
Living, dining, recreation rooms	40 decibels
Kitchen, bathrooms, hallways, and utility rooms	45 decibels

- 3. Complete a proposed townhouse energy efficiency report and recommendations prepared by a Certified Energy Advisor which demonstrates how the proposed construction will meet or exceed the required townhouse energy efficiency standards in compliance with Richmond Building Regulation Bylaw 7230.
- 4. Apply to the Ministry of Transportation and Infrastructure (MOTI) for a setback permit for any buildings located within the minimum 4.5 m setback to a provincial highway. If MOTI declines to issue/approve a setback permit, the buildings must be redesigned to comply with the minimum setback requirement.
- 5. Incorporate the agreed upon TDM measures into the Development Permit drawings, including:
 - a) Class 1 bicycle parking at a rate of 2 spaces per dwelling unit;
 - b) Class 2 bicycle parking at a rate of 0.35 spaces per dwelling unit; and
 - c) Design of the two pedestrian pathways along the south side of the site and behind the site as detailed in the Servicing Agreement requirements.

Prior to Development Permit* issuance, the development must complete the following requirements:

1. Submission of a Landscape Security to the City based on 100% of the cost estimate provided by the Landscape Architect plus a 10% contingency. Up to 90% of the security will be returned after a City inspection, with the remainder held for one year to ensure that the agreed upon landscaping survives.

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

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

Note:

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

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

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

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

Signed

Date



Richmond Zoning Bylaw 8500 Amendment Bylaw 9877 (RZ 18-802860) 4400, 4420, and 4440 Smith Crescent

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. 001-094-068 Lot 105 Section 36 Block 5 North Range 4 West New Westminster District Plan 38115

P.I.D. 007-554-630 North 70 Feet Lot 54 Section 36 Block 5 North Range 4 West New Westminster District Plan 8421

P.I.D. 007-555-903 Lot 54 Except: the North 70 Feet; Section 36 Block 5 North Range 4 West New Westminster District Plan 8421

2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 9877".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE APPROVAL

ADOPTED

CITY OF RICHMOND APPROVED by APPROVED by Director or Subjector

MAYOR

CORPORATE OFFICER



Report to Committee

- To:Planning CommitteeDate:February 14, 2022From:Wayne Craig
Director, DevelopmentFile:RZ 19-870807
- Re: Application by Terra Spires Development LP for Rezoning at 8740, 8760, 8780 and 8800 Spires Road, and the Surplus Portion of the Spires Road road allowance from Single Detached (RS1/E) to Parking Structure Townhomes (RTP4)

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10357, for the rezoning of 8740, 8760, 8780 and 8800 Spires Road, and the surplus portion of the Spires Road road allowance from "Single Detached (RS1/E)" to "Parking Structure Townhomes (RTP4)", be introduced and given first reading.

Wayne C

Wayne Craig Director, Development

WC:el Att. 8

REPORT CONCURRENCE				
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER		
Real Estate Services Affordable Housing Engineering Policy Planning Transportation	র র র র র	be Erceg		

Staff Report

Origin

Terra Spires Development LP, on the behalf of 1219002 BC Ltd. (Incorporation number: BC1219002; Directors: Kai-Shen (John) Hsiung and Yi-Jen (Claire) Wang), has applied to the City of Richmond for permission to rezone 8740, 8760, 8780 and 8800 Spires Road, and the surplus portion of the Spires Road road allowance (Attachment 1) from the "Single Detached (RS1/E)" zone to the "Parking Structure Townhouses (RTP4)" zone in order to permit the development of 36 townhouse units and three secondary suites with a common parking structure accesses from Spires Road. A preliminary site plan, building elevations, and landscape plan are contained in Attachment 2.

A Servicing Agreement will be required for this development to design and construct frontage beautification along the site frontages (including ditch infill), road widening, City Centre standard new concrete sidewalk and landscaped boulevard, new fire hydrants, public walkways on-site, upgrades to the storm sewer and sanitary sewer, as well as service connections.

Findings of Fact

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

Subject Site Existing Housing Profile

The site currently contains four single-family homes, which will be demolished. The applicant has advised that all of the four houses on-site are rented out; and there are no suites in the houses.

Surrounding Development

The Spires Road Neighbourhood is identified in the City Centre Area Plan (CCAP) as an area intended to transition from a predominately single-family neighbourhood toward a higher density neighbourhood through the development of townhouse buildings over parking structures.

- To the North: Across Spires Road, Single-family homes on lots zoned "Single Detached (RS1/E)" and a recently approved 22 unit high density townhouse development (RZ 17-790301 & DP 19-875398) on a lot zoned "Parking Structure Townhouses (RTP4)". This townhouse development at 8699 Spires Road is currently under construction.
- To the South: A 12-unit townhouse development on a lot zoned Low Density Townhouses (RTL1) at 8551/8571 Cook Road, and two vacant lots at 8591 and 8611 Cook Road. A rezoning application to develop 39 townhouse units at 8591 and 8611 Cook Road (RZ 17-769352) has been received and design development is required prior to this project being forwarded to Planning Committee for consideration.
- To the East: Across Cook Gate, single-family homes on lots zoned "Single Detached (RS1/E)", which are designated for high density townhouses under the City Centre Area Plan.

• To the West: A recently approved 64 unit high density townhouse development (RZ 17-766525 & DP 18-829140) on a lot zoned "Parking Structure Townhouses (RTP4)". This townhouse development at 8888 Spires Road is currently under construction.

Related Policies & Studies

Official Community Plan/City Centre Area Plan

The 2041 Official Community Plan (OCP) Land Use Map designation for the subject development site is "Neighbourhood Residential". This redevelopment proposal is consistent with this designation.

The subject development site is located within the Brighouse Village of the City Centre Area Plan (CCAP), Schedule 2.10 of the Official Community Plan (OCP) Bylaw No. 7100 (Attachment 4). The site is in "Sub-Area B.1: Mixed Use – Low-Rise Residential & Limited Commercial", which is intended for grade-oriented housing in the form of higher-density townhouses (built over common parking structures) in areas north of Granville Avenue within the city centre. The preliminary design of the proposal featuring high density townhouses over a common parking structure generally complies with the CCAP Guidelines in terms of land use, density, and overall neighbourhood character. Further consideration of the Development Guidelines and form and character will take place at the Development Permit stage of the process.

The subject development site is surrounded by properties with development potential subject to the CCAP. Registration of a legal agreement on title is required before final adoption of the rezoning bylaw, stipulating that the residential development is subject to potential impacts due to other development that may be approved within the City Centre and requiring this information be provided through signage in the sales centre and through the disclosure statement to all initial purchasers.

The proposed rezoning is subject to a community planning implementation strategy contribution for future community planning initiatives. The applicant proposes to make a cash contribution at the current rate of \$0.31 per buildable square foot (2021-2023 rate), for a total contribution of \$13,052.36 prior to final adoption of the rezoning bylaw.

Council Referral

Planning Committee passed a referral motion on October 20, 2021 to direct staff to consider density bonusing in the Spires Road Area to facilitate new multiple family developments that include a mix of strata housing, market rental and income controlled rental. Staff is undertaking an economic analysis of density bonusing and inclusionary zoning to determine the implications of the requirements for market rental and income controlled rental units, as well as development viability. A public consultation process is also underway to seek inputs from the area owners and residents regarding their concerns and expectations for future developments within the neighbourhood. Staff are working towards bringing forward a staff report in response to the referral in May 2022.

When the referral motion was discussed at Planning Committee, there was recognition that there were in-stream rezoning applications under review in the area and applications consistent with the current OCP and CCAP designations would be brought forward to Council for consideration. The applicant is aware of the ongoing planning study for the area and the potential that additional density may be considered if rental units are included in their proposal. Given the advanced stage of design for the subject proposal, the developers has elected to proceed in accordance with the current OCP and CCAP designation. As the subject application is not requesting a density bonus, and is consistent with the current OCP and CCAP, this application may be considered by Council in advance of this referral.

OCP Aircraft Noise Sensitive Development (ANSD) Policy

The subject development site is located within Area 4 (Aircraft Noise Notification Area) on the OCP Aircraft Noise Sensitive Development Map. While all aircraft noise sensitive land uses (including residential uses) maybe considered, registration of an Aircraft Noise Sensitive Use Covenant on title to address aircraft noise mitigation and public awareness is required prior to final adoption of the rezoning bylaw. At the Development Permit stage, submission of an acoustic report, prepared by a qualified professional, is required to address indoor sound level mitigation criteria as set out in the OCP and identify how noise mitigation measures will be incorporated into the building design.

Energy Step Code

The developer has committed to design the subject development to meet the City's Step Code requirements. Under current requirements, the development would be expected to achieve Step 3 of the Energy Step Code for Part 3 construction. A commitment letter is presented as Attachment 5. Details on how all units are to be built and maintained to this commitment will be reviewed at Building Permit stage.

Floodplain Management Implementation Strategy

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

Affordable Housing Strategy

In addition to the provision of three secondary suites on site, the applicant proposes to make a cash contribution to the Affordable Housing Reserve Fund in accordance with the City's Affordable Housing Strategy. As per the Strategy, townhouse rezoning applications received prior to November 15, 2021 are required to provide a cash-in-lieu contribution of \$8.50 per buildable square foot. Consistent with this direction, a contribution of \$357,887.40 is required prior to final adoption of the rezoning bylaw.

Public Art Program Policy

In response to the City's Public Art Program (Policy 8703), the applicant will provide a voluntary contribution at a rate of \$0.87 per buildable square foot (2019 rate) to the City's Public Art Reserve fund; for a total contribution in the amount of \$36,630.83.

Public Consultation

Two rezoning signs have been installed on the subject property (one on each road frontage). Staff have not received any comments from the public about the rezoning application in response to the placement of the rezoning sign on the property.

Should the Planning Committee endorse this application and Council grant 1st reading to the rezoning bylaw, the bylaw will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment.

Public notification for the Public Hearing will be provided as per the Local Government Act.

Analysis

Road Closure

A new narrower 16.0 m wide road cross-section for the Spires Road Neighbourhood has been established for the area to better support the development envisioned for this area in the City Centre Area Plan. This new road cross-section has already been applied to three high density townhouse development projects along Spires Road since 2019.

Based on the new road cross-section and the preliminary functional road design reviewed and accepted by Engineering and Transportation Departments, 2.05 m of the existing Spires Road road allowance adjacent to the frontage of the subject development site has been identified for road closure (Attachment 6). The area, which is approx. 170.8 m² (1,834.5 ft²), is surplus to Engineering and Transportation needs.

Prior to rezoning bylaw adoption, the applicant is required to enter into a purchase and sales agreement with the City for the purchase of the lands, which is to be based on the business terms approved by Council. The primary business terms of the purchase and sales agreement will be brought forward to Council with the road closure bylaw, in a separate report from the Director, Real Estate Services.

Road Dedication

An approximately 0.865 m wide road dedication along the site's Cook Gate frontage is required to accommodate frontage improvement works. The developer is also required to provide an approximately 1.219 m wide lane dedication along the south property line of 8740 Spires Road to accommodate the future east-west lane parallel to Cook Road. In addition, a 4.0 m x 4.0 m corner cut road dedication and a 3.0 m x 3.0 m corner cut road dedication are required at the northeast and southeast corners of the subject site, respectively.

Existing Legal Encumbrances

There is an existing tri-party utility right of way (City of Richmond, BC Hydro and Telus) along the common property line of 8760 and 8780 Spires Road for the provision of utilities and services. The right of way contains a sanitary gravity line that conveys flows from the northern areas of the Spires neighborhood. In order to accommodate the proposed development, the existing sanitary line must be decommissioned and the utility right of way must be discharged.

Engineering Department will support the decommissioning of the existing sanitary line and discharge of this utility right of way after the existing sanitary main that conveys flows from the north is connected to the new sanitary mains at Spires Road and Cook Gate, where these sanitary mains are connected to the new Eckersley B sanitary pump station. The developers will be responsible for these works and the scope of works will be included in the Servicing Agreement.

The developers understand that no site preparation works (e.g., preload, soil densification, etc.) shall be commenced until the new sanitary lines in Spires Road and Cook Gate are operational and connected to the new Eckersley B pump station.

The developer is also responsible to coordinate with BC Hydro and Telus to remove all utility infrastructures within the right of way and to negotiate for the discharge of the right of way.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses 22 bylaw-sized trees on the subject property, two trees on neighbouring properties, and eight street trees on City property.

The City's Tree Preservation Coordinator and Park Services staff have reviewed the Arborist's Report and supports the Arborist's findings, with the following comments:

On-site Trees:

- A 37 cm caliper English Walnut tree (specifically tag# 300), located on the development site along the Spires Road frontage is in good condition and should be retained and protected a minimum 4 m out from the base of the tree. A \$10,000 survival security is required for this tree to be retained.
- 21 trees (specifically tag# 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 301, 302, 303, 304, 305, 306 and 307) located on site are 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.

City Trees:

- An 81 cm caliper Sawara Cypress tree and an 80 cm caliper Sawara Cypress tree (specifically tag# C03 & C04), located along the Spires Road frontage of the site, are in good/fair health and condition and should be retained and protected. A \$20,000 survival security is required for these two City trees to be retained.
- An 8 cm caliper Japanese Maple Tree and an Eastern White Cedar hedge (specifically tag# C07 & C08), located along the north side of Spires Road, are to be retained and protected. Ditch in-fill work will need to be supervised by project Arborist.
- Four trees (specifically tag# C01, C02, C05, C06) and untagged hedges, located along Spires Road frontage of the site, are in poor health and condition. They are also in conflict with the proposed frontage improvement works. A \$7,000 tree compensation is required for the removal of these City trees.

Off-site Trees:

- An 80 cm caliper Douglas Fir tree (specifically tag# N01) located on the neighbouring
 property to the south at 8611 Cook Road and a 40 cm caliper Norway Spruce tree
 (specifically tag# N02) located on the property across the street at 8751 Spires Road, are
 identified to be retained and protected. Provide tree protection as per City of Richmond Tree
 Protection Information Bulletin Tree-03.
- Replacement trees should be specified at 2:1 ratio as per the OCP.

Tree Replacement

The applicant wishes to remove 21 on-site trees; a Tree Management Plan is included in this report (Attachment 7). The 2:1 replacement ratio would require a total of 42 replacement trees for the removal of 21 trees. According to the Preliminary Landscape Plan provided by the applicant (Attachment 2), the applicant proposes to plant 19 new trees on-site and provide cash-in-lieu for the remaining trees. Staff will work with the applicant to explore the opportunity to include additional replacement trees on site at the Development Permit stage. The size and species of replacement trees will also be reviewed in detail through Development Permit and overall landscape design. The applicant has agreed to provide a voluntary contribution of \$17,250 (\$750/tree) to the City's Tree Compensation Fund in lieu of planting the remaining 23 replacement trees should they not be accommodated on the site.

Tree Protection

A 37 cm caliper English Walnut tree (specifically tag# 300), four city trees (specifically tag# C03, C04, C07 & C08) and two trees on neighbouring properties (specifically tag# N01 & N02) are to be retained and protected. The applicant has submitted a tree protection plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 7). To ensure that the trees identified for retention are protected at development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a
 Certified Arborist for the supervision of all works conducted within or in close proximity to
 tree protection zones. The contract must include the scope of work required, the number of
 proposed monitoring inspections at specified stages of construction, any special measures
 required to ensure tree protection, and a provision for the arborist to submit a postconstruction impact assessment to the City for review.
- Prior to final adoption of the rezoning bylaw, submission to the City of a Tree Survival Security in the amount of \$10,000 to ensure that the 37 cm caliper English Walnut tree (specifically tag# 300), identified for retention, will be protected. No Tree Survival Security will be returned until the post-construction assessment report, confirming the protected trees survived the construction, prepared by the Arborist, is reviewed by staff.
- Prior to demolition of the existing dwelling on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and remain in place until construction and landscaping on-site is completed.

Built Form and Architectural Character

The applicant proposes to consolidate the four properties and the surplus road frontage of these properties into one development parcel, with a total net site area of $3,260 \text{ m}^2$ ($35,087 \text{ ft}^2$). The proposal is to build a high density, ground-oriented, four-storey townhouse project on the consolidated lot at a density of 1.2 floor area ratio (FAR).

The development will contain 36 units including:

- three single-level units and three Basic Universal Housing (BUH) units;
- 27 three-level units on the podium; all of these units will have their main unit entry located on the podium level; and
- three four-level units each with a secondary suite.

Dwelling sizes are ranging from 64 m^2 (698 ft^2) to 160 m^2 ($1,724 \text{ ft}^2$). All of the units will have private outdoor areas at grade, on the elevated podium overtop the parking structure, and/or on the top floor oriented towards the internal courtyard. All single-level units, BUH units, and secondary suites will have street level entry with direct pedestrian access to Spires Road or Cook Gate. All single-level units and BUH units will also have direct access to the parking area.

The sizes of the proposed secondary suites (studios) range from approximately 33.7 m^2 (363 ft^2) to 36.0 m^2 (388 ft^2). No additional parking stall is required for the proposed secondary units since this site is not located on an arterial road. To ensure that the secondary suite will not be stratified or otherwise held under separate title, registration of a legal agreement on title is required prior to final adoption of the rezoning bylaw. To ensure that the secondary suite is built, registration of a legal agreement on title, stating that no Building Permit inspection granting occupancy will be completed until the secondary suites are constructed to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw, is required prior to final adoption of the rezoning bylaw.

Amenity Space

The conceptual development plans include 70 m² (753 ft²) of indoor amenity, which meets the minimum requirements in the Official Community Plan (OCP).

Outdoor amenity spaces will also be provided on-site. Based on the preliminary design, the total area of the proposed outdoor amenity spaces at 569 m² (6,126 ft²), which exceeds the minimum requirements under the Official Community Plan (OCP). Staff will work with the applicant at the Development Permit stage to ensure the configurations and designs of the outdoor amenity spaces meet the Development Permit Guidelines in the OCP.

Transportation and Site Access

Vehicle access to the development will be from a new entry driveway off Spires Road, providing access to the parking structure proposed on-site. One loading area is proposed on-site at the entry driveway.

To enhance pedestrian circulation within the Spires Road Neighbourhood, the following walkways will be secured prior to final adoption:

- A 1.5 m wide statutory right-of-way (SRW) along the entire west property line to provide pedestrian connection between Spires Road and the future back lane. Together with a similar 1.5 m wide SRW registered on the neighbouring site to the west, the Developer is required to construct an asphalt concrete walkway over the total 3.0 m wide SRW. The cross-section of the walkway is to consist of a 1.5 m wide asphalt concrete surface with a 0.75 m wide swale for drainage along both edges of the walkway.
- A 1.5 m wide SRW along the entire south property line for pedestrian circulation along the future back lane. The Developer is required to build a new 1.5 m wide concrete sidewalk across the entire south property line of the subject site.

Vehicle and Bicycle Parking On-site

The proposal will feature 36 units with a total of 54 resident parking spaces and eight visitor parking spaces, which exceed the minimum bylaw requirements for this neighbourhood. Prior to final adoption, a restrictive covenant is required to be registered on title to ensure that:

- the number of visitor parking stalls per zoning bylaw requirements will be maintained in perpetuity;
- selling, leasing, assigning, or designating any of the visitor parking spaces to individual unit owners/renters/occupants or any other persons by the developers/applicants/owners and future strata councils is prohibited; and
- the required visitor parking stalls are available for the common use of visitors to this development and are accessible to visitors at all times.

The proposal will feature 18 resident parking spaces in a tandem arrangement (41% of total required residential parking spaces provided), which is consistent with the maximum 50% of tandem parking provision of Richmond Zoning Bylaw 8500. Prior to final adoption, the applicants are required to enter into a number of legal agreements to ensure that:

- where two parking spaces are provided in a tandem arrangement, both parking spaces must be assigned to the same dwelling unit; and
- conversion of any of the tandem parking areas into habitable space is prohibited.

In addition, the proposal will feature three Basic Universal Housing units; an accessible parking stall will be provided for each of these units. A restrictive covenant to reflect this arrangement is required prior to final adoption.

Furthermore, the proposal will feature a total of 45 Class-1 and eight Class-2 (visitor) bicycle parking spaces on-site, which meets the bylaw requirements. All visitor bicycle parking spaces will be provided by the lobby area and within the outdoor amenity space at grade. All residential bicycle parking spaces will be provided within bike storage rooms located within the parking structure. Prior to final adoption, a restrictive covenant is required to be registered on title to ensure that:

- conversion of the proposed bike storage rooms in this development into habitable space or general storage area is prohibited; and
- the bike storage room must remain available for shared common use and for the sole purpose
 of bicycle storage.

Site Servicing and Frontage Improvements

Prior to final adoption of the rezoning bylaw, the applicant is required to:

- Provide a cash-in-lieu contribution in the amount of \$156,936.00 for the construction of a new 600mm storm sewer via the capital project works that will front the development. This is the cost required for the construction of the storm main fronting the development's property (approximately 79 m) and is a portion of the total cost of the system from the bend at Spires Road to Cook Gate (i.e., 189 m).
- Enter into the City's Standard Servicing Agreement to design and construct frontage beautification along the site frontages (including ditch infill), road widening, City Centre standard new concrete sidewalk and landscaped boulevard, new fire hydrants, public walkways on-site, upgrades to the storm sewer and sanitary sewer, as well as service connections (see Attachment 8 for details). All works are at the client's sole cost (i.e., no credits apply).

The applicant is also required to pay Development Cost Charges (DCC's) (City & GVS & DD), School Site Acquisition Charge and Address Assignment Fee at Building Permit stage.

Design Review and Future Development Permit Considerations

A Development Permit processed to a satisfactory level is a requirement of zoning approval. Through the Development Permit, the following issues are to be further examined:

- Compliance with Development Permit Guidelines for multiple family projects in the 2041 Official Community Plan and the City Centre Area Plan.
- Refinement of the site plan to ensure all the aboveground private utility infrastructure improvements required as part of this development will be located on site and screened from street view.
- Refinement of the site plan and tree management scheme to ensure protection of retained trees; design review is required to confirm:
 - the proposed Working Space Setback between the root protection zone and the proposed building foundation is adequate for required infrastructure (i.e. drainage, frost protection, grading, etc.) without resulting in encroachment within the root protection zone; and
 - excavation within the Working Space Setback for the new building foundation is acceptable, subject to low impact measures during construction.

Notes: arborist to confirm tree protection measures can be accommodated during construction; encroachment within the root protection zone for site preparation, installation of drainage, frost protection, fill or other disturbances will not be supported.

- Refinement of the proposed building elevations that will be visible from the fronting streets and future lane to provide additional articulations and design consistence; detailed review of façade materials and colors.
- Refinement of the proposed site plan and site grading to ensure appropriate transition between the proposed development and adjacent existing developments.
- Refinement of the tree replacement scheme to provide additional replacement trees on-site.
- Refinement of landscape design, including the size and configuration of the outdoor amenity spaces and choice of play equipment, to create a safe and vibrant environment for children's play and social interaction.
- Review of aging-in-place features in all units and the provision of Basic Universal Housing units.
- Review of the sustainability strategy for the development proposal.

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

Financial Impact or Economic Impact

As a result of the proposed development, the City will take ownership of developer contributed assets such as roadworks, waterworks, storm sewers, sanitary sewers, street lights, street trees and traffic signals. The anticipated operating budget impact for the ongoing maintenance of these assets is \$5,000.00. This will be considered as part of the 2022 Operating budget.

To facilitate the narrowing of Spires Road and Cook Crescent as well as the subject rezoning application proposal, the applicant proposes to purchase a portion of the Spires Road road allowance for inclusion in the applicant's development site. The total approximate area of City lands proposed to be sold and included in the development site is 170.8 m² (1,834.5 ft²). As identified in the attached rezoning considerations (Attachment 8), the applicants are required to enter into a purchase and sales agreement with the City for the purchase of the lands, which is to be based on the business terms subject to Council approval.

Conclusion

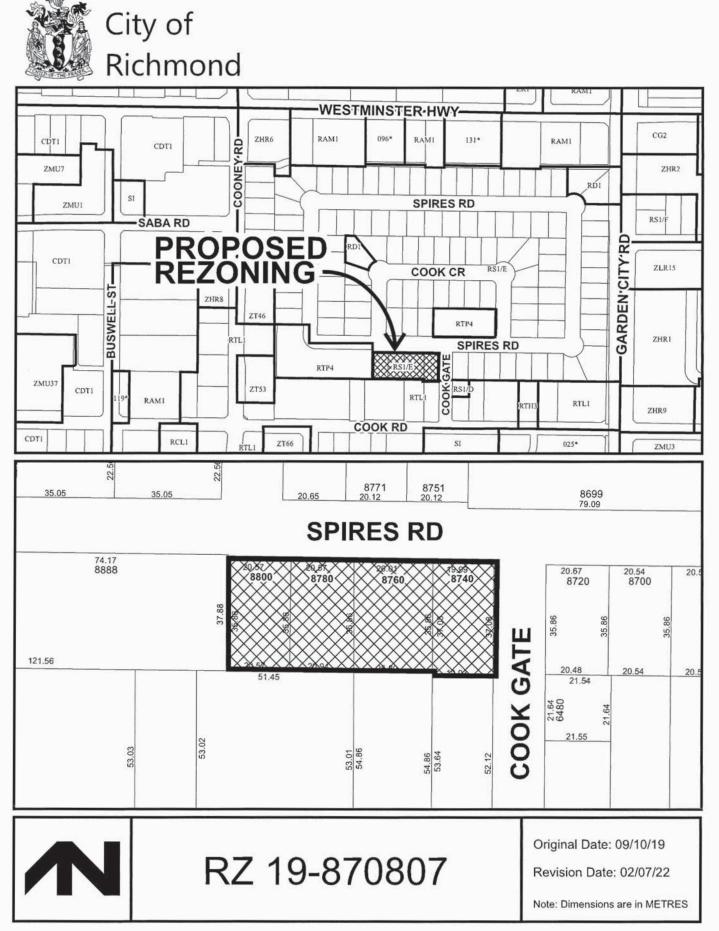
The proposed 36-unit townhouse development is consistent with the Official Community Plan (OCP) and the City Centre Area Plan (CCAP). Further review of the project design is required to ensure a high quality project and design consistency with the existing neighbourhood context, and this will be completed as part of the Development Permit application review process. The list of rezoning considerations is included as Attachment 8; which has been agreed to by the applicant (signed concurrence on file). On this basis, staff recommend support of the application.

It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10357 be introduced and given first reading.

Edwin Lee Planner 2

EL:cas

Attachment 1: Location Map Attachment 2: Conceptual Development Plans Attachment 3: Development Application Data Sheet Attachment 4: Specific Land Use Map: Brighouse Village (2031) Attachment 5: Letter from Developer regarding Step Code Requirements Attachment 6: Proposed Road Closure Plan Attachment 7: Tree Management Plan Attachment 8: Rezoning Considerations



ATTACHMENT 1





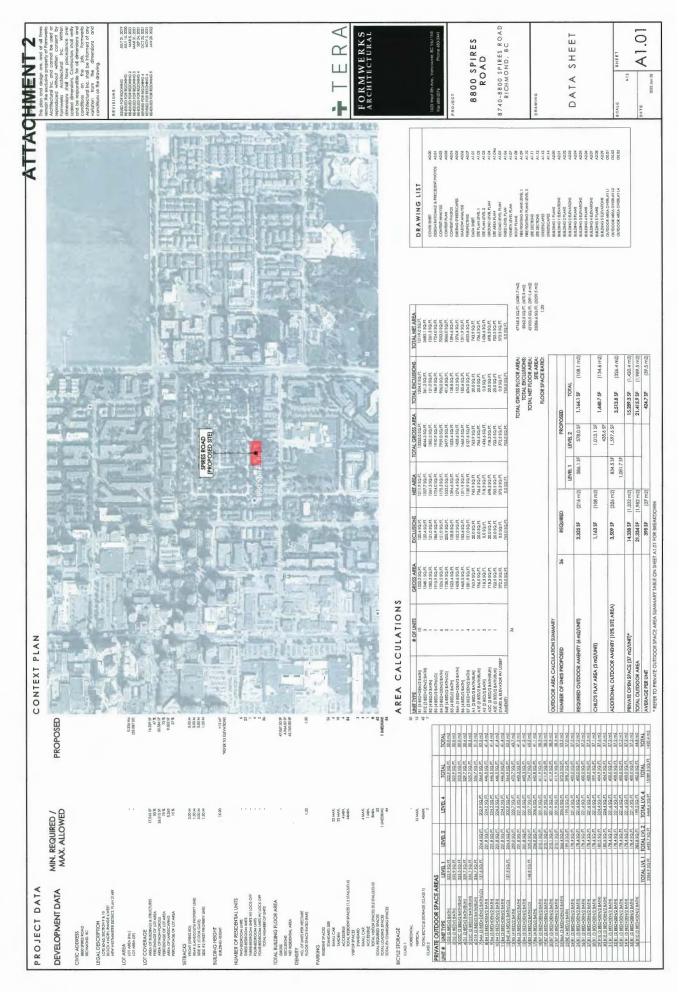


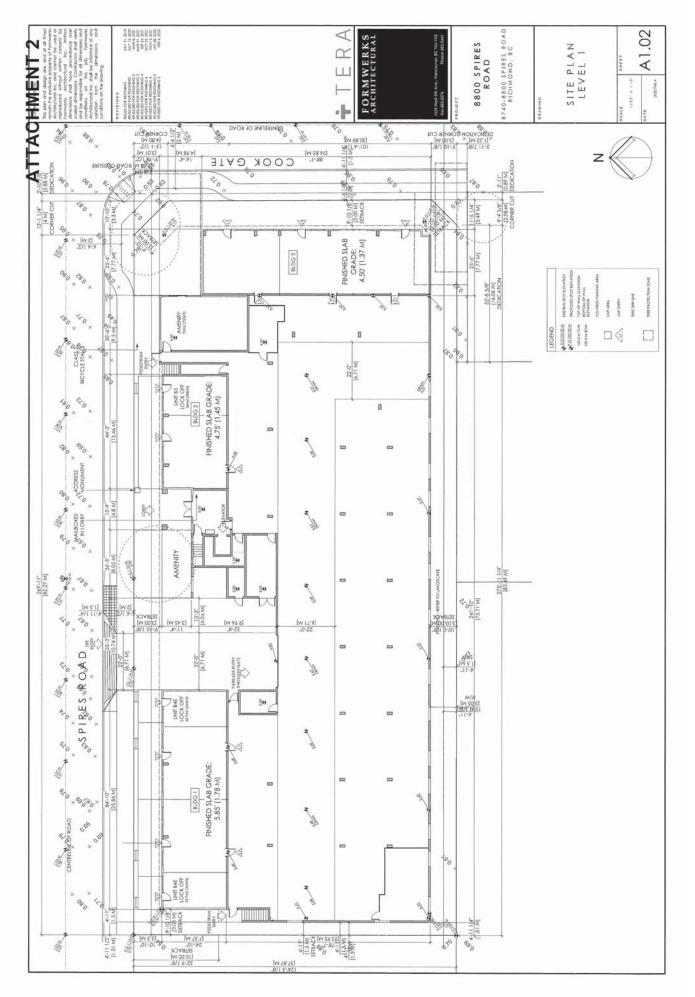


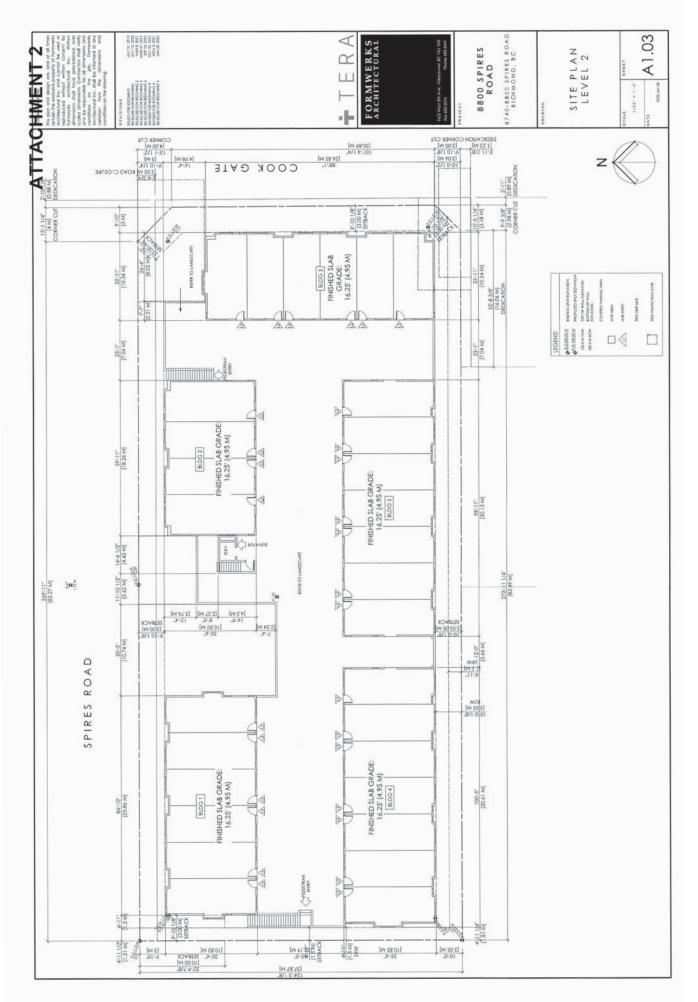
RZ 19-870708

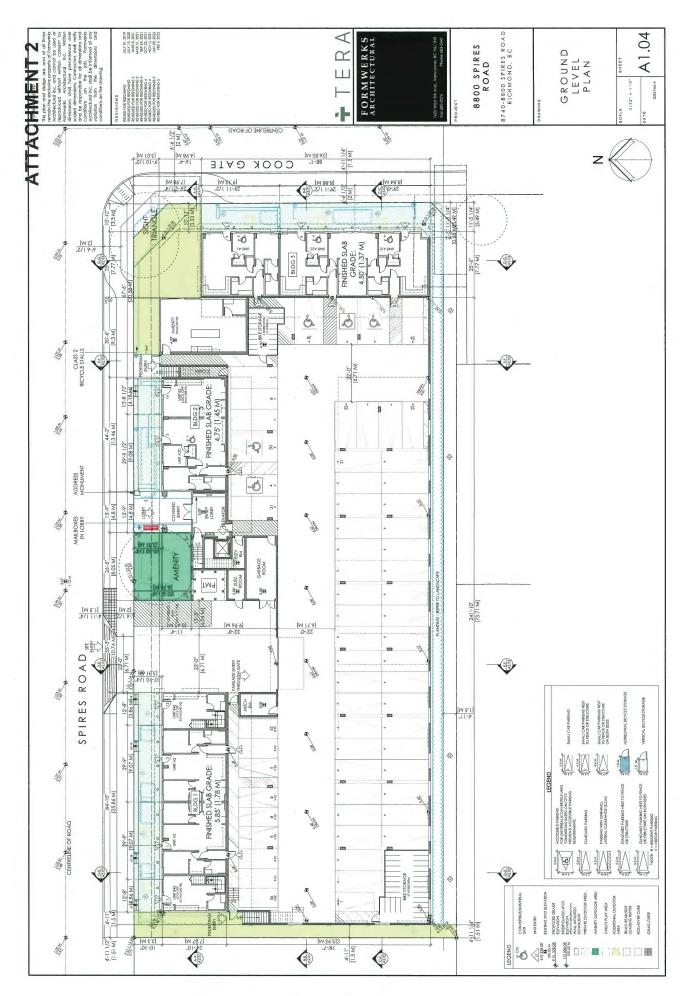
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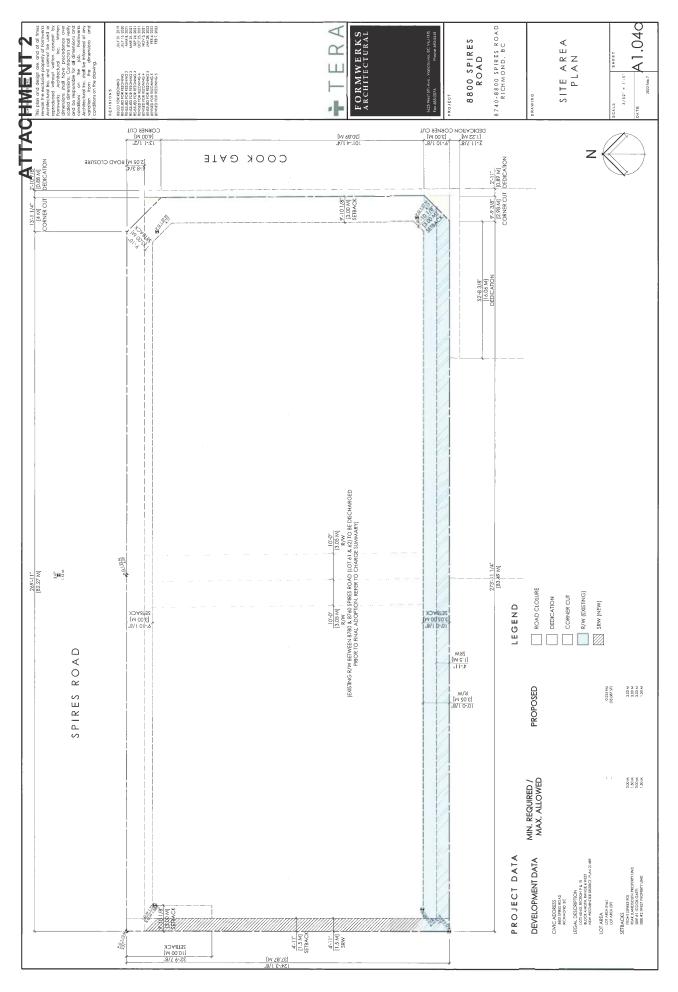
Note: Dimensions are in METRES



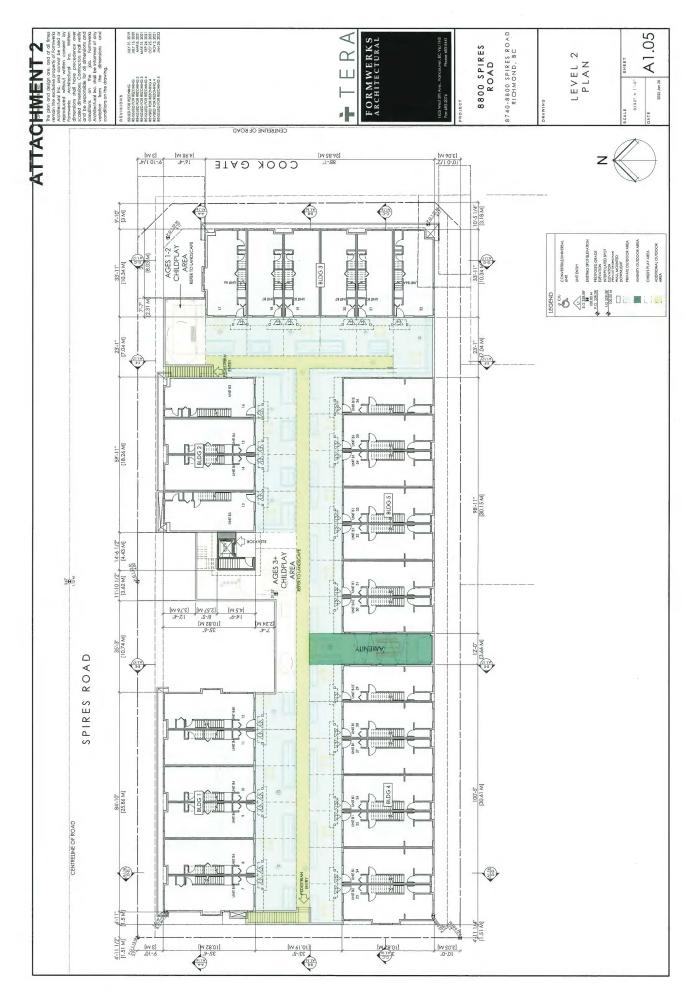


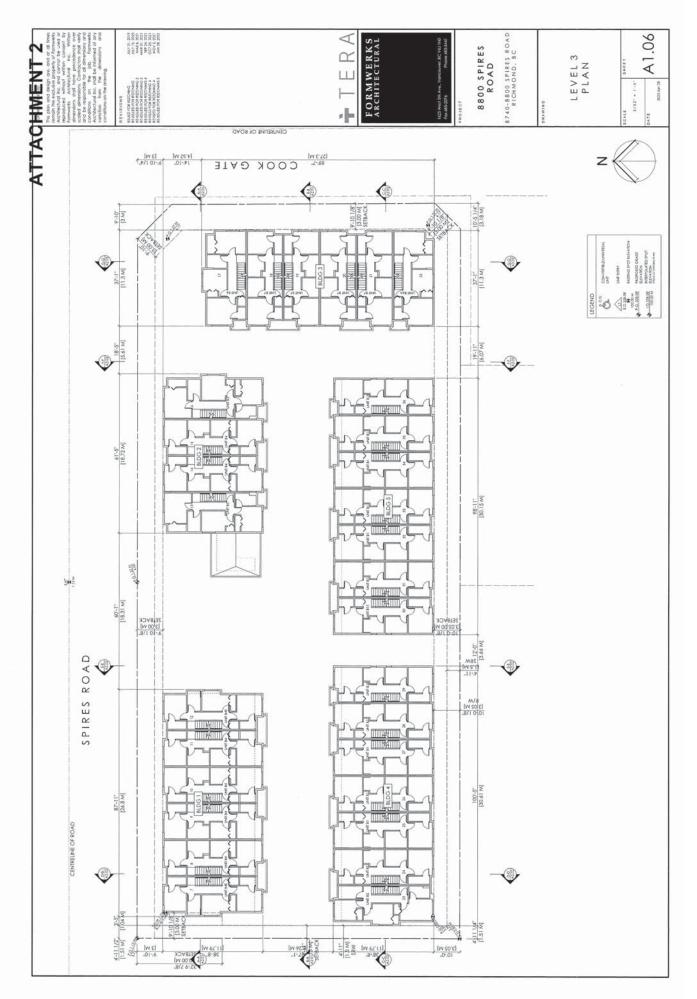




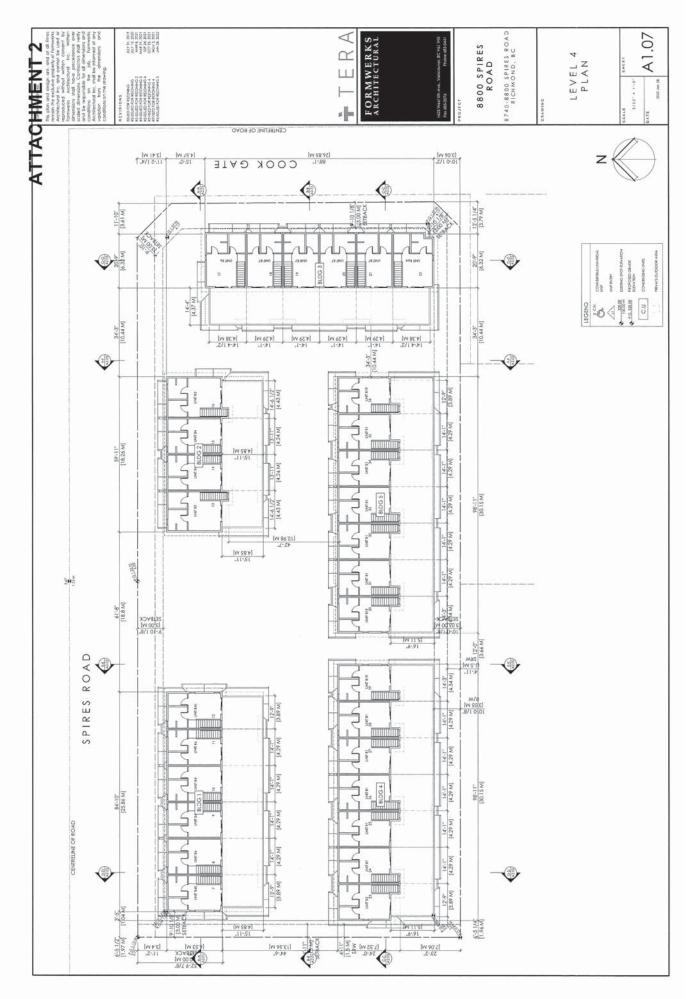


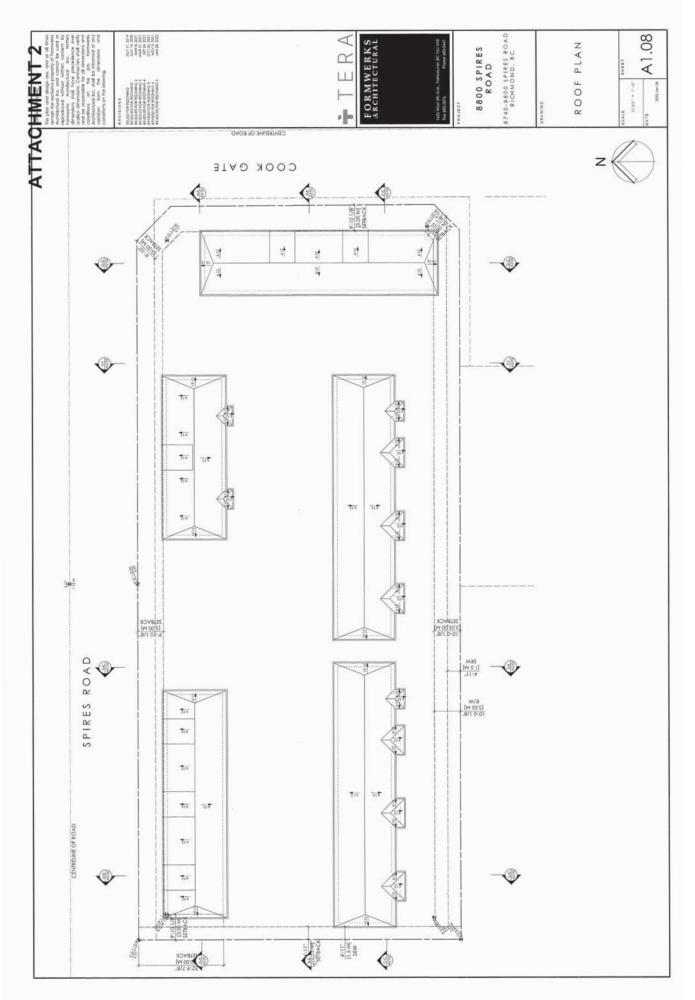
CNCL - 325

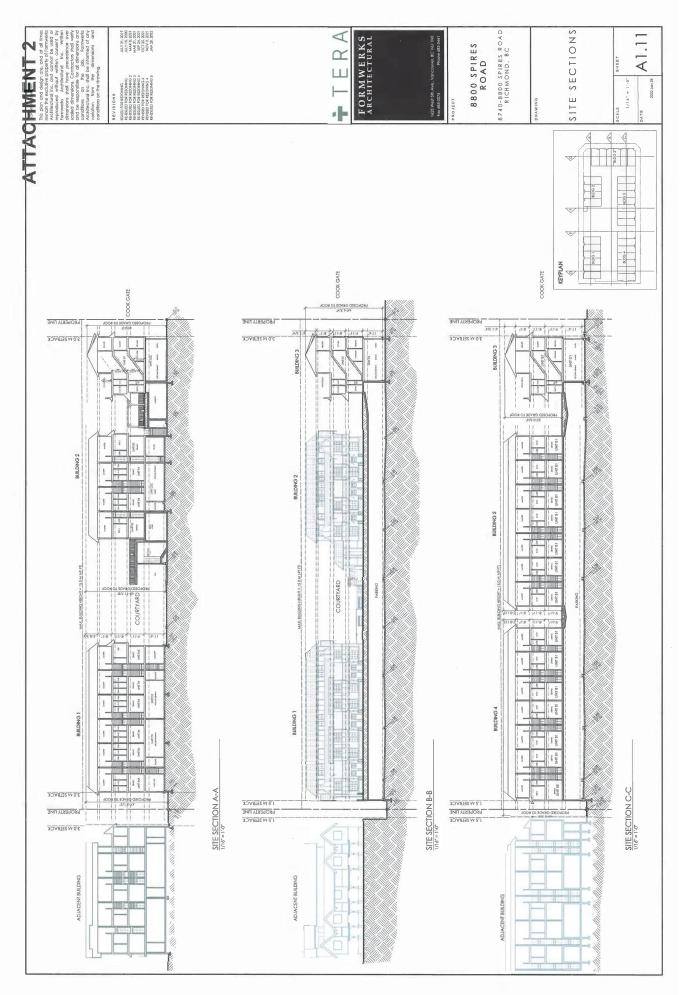


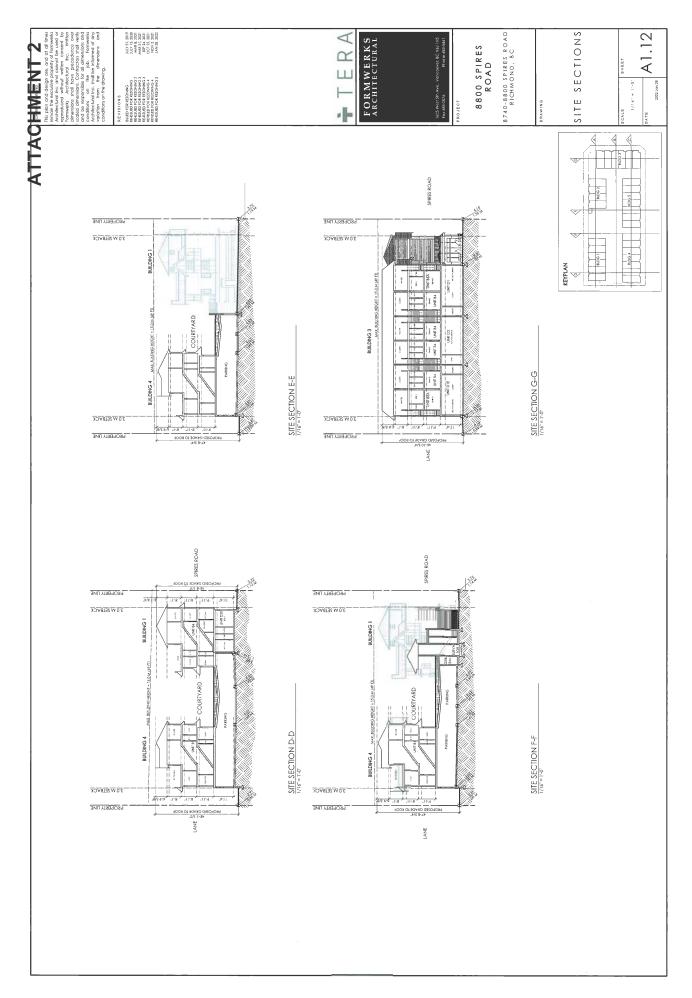


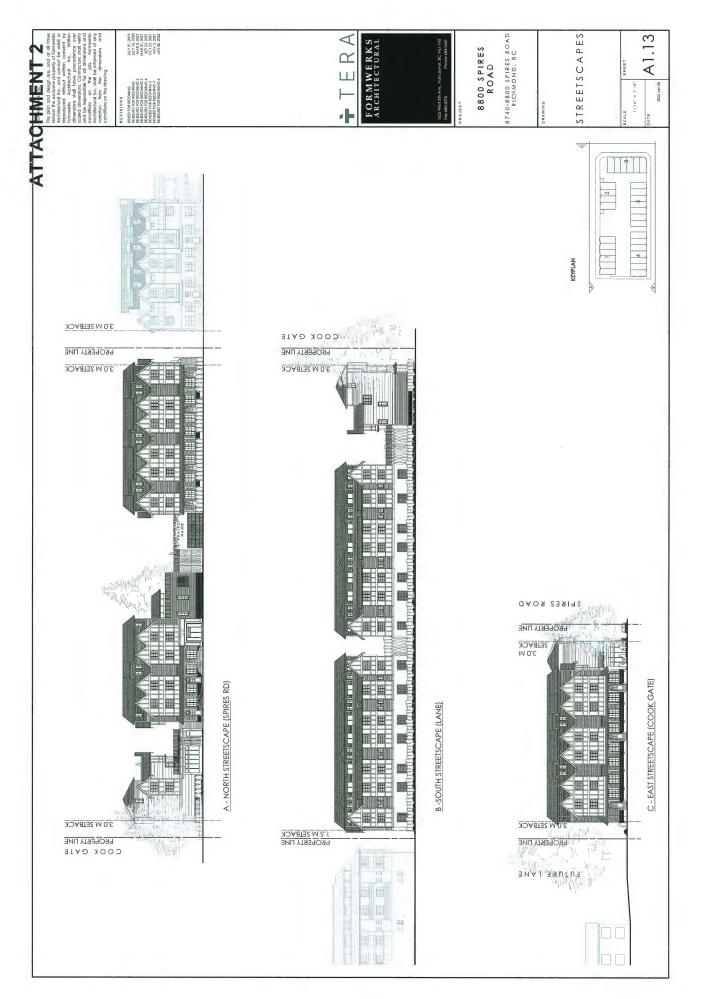
CNCL - 327

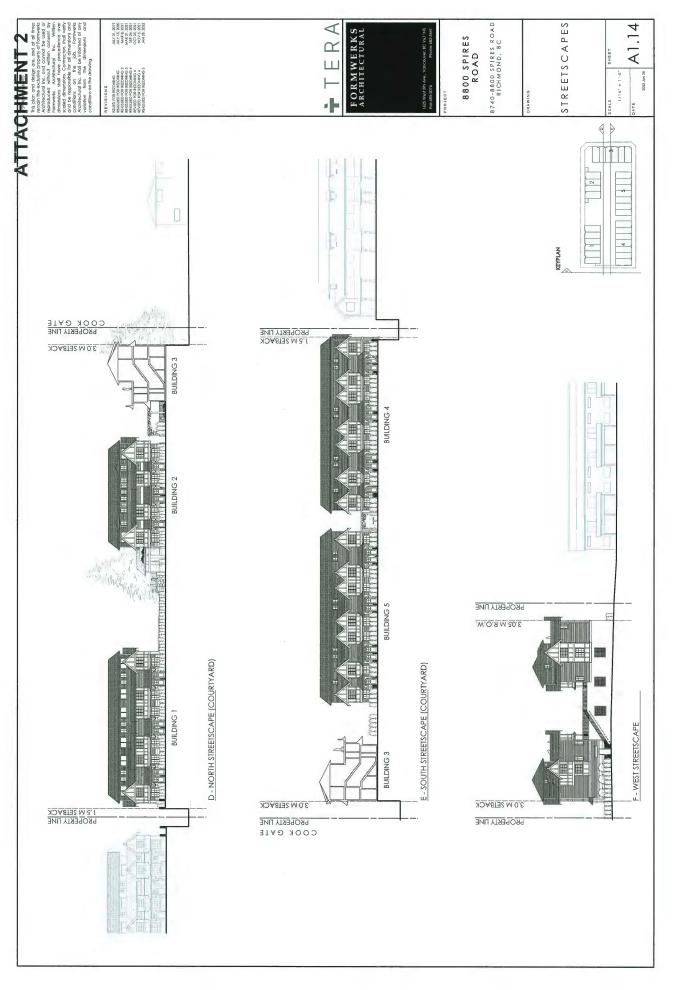


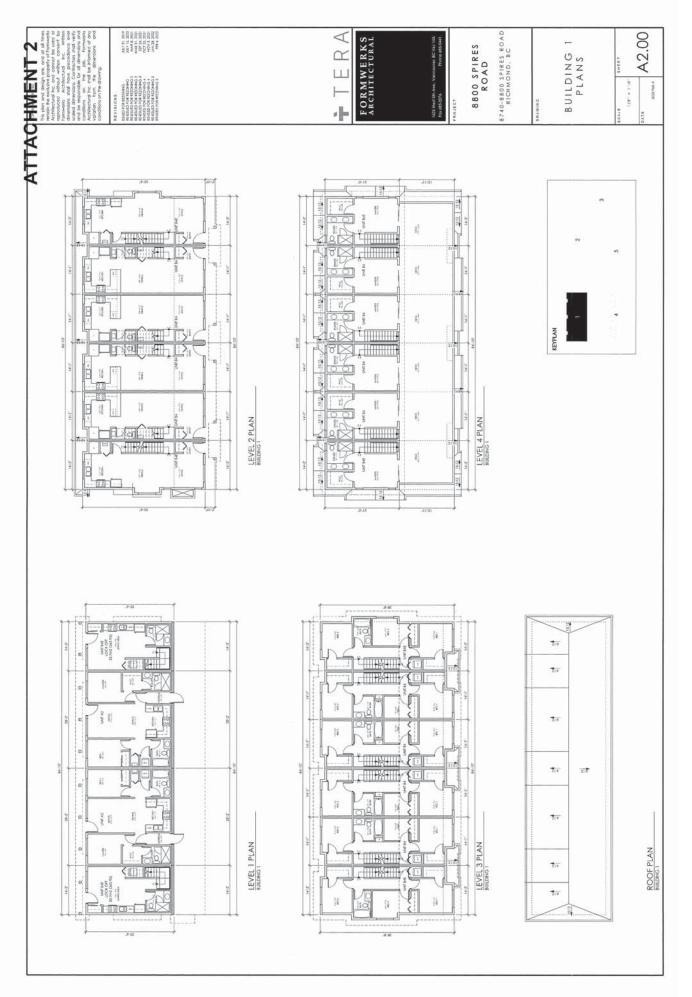


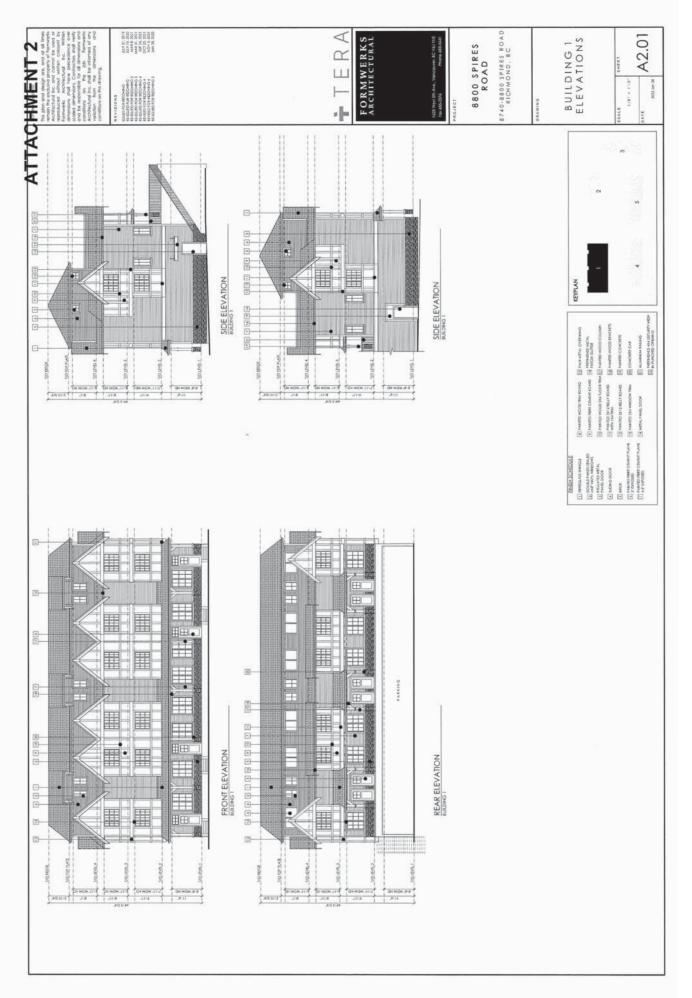


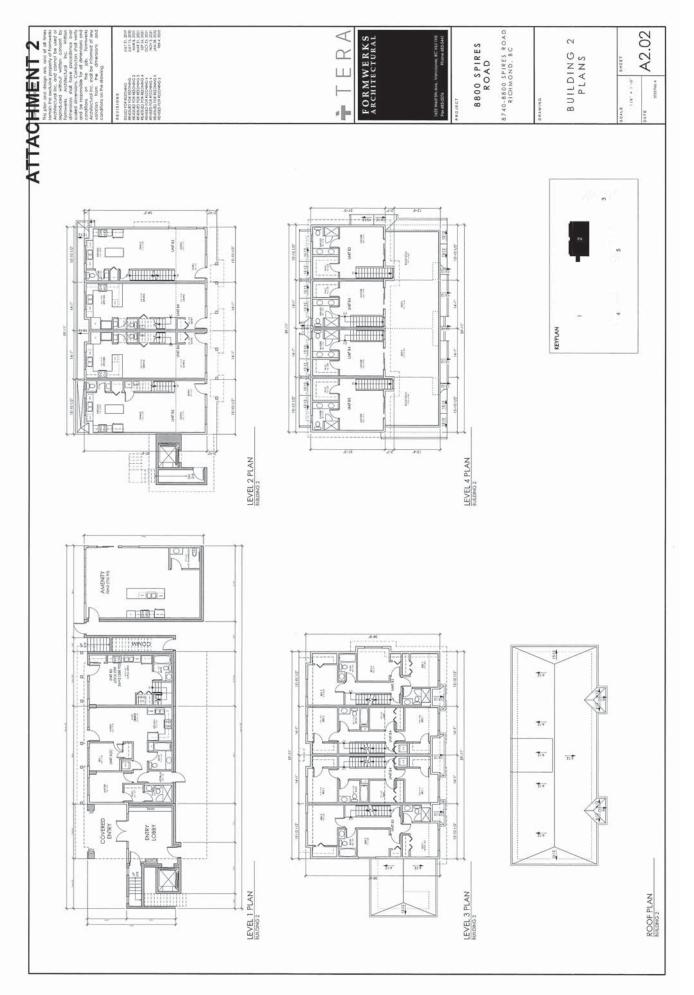


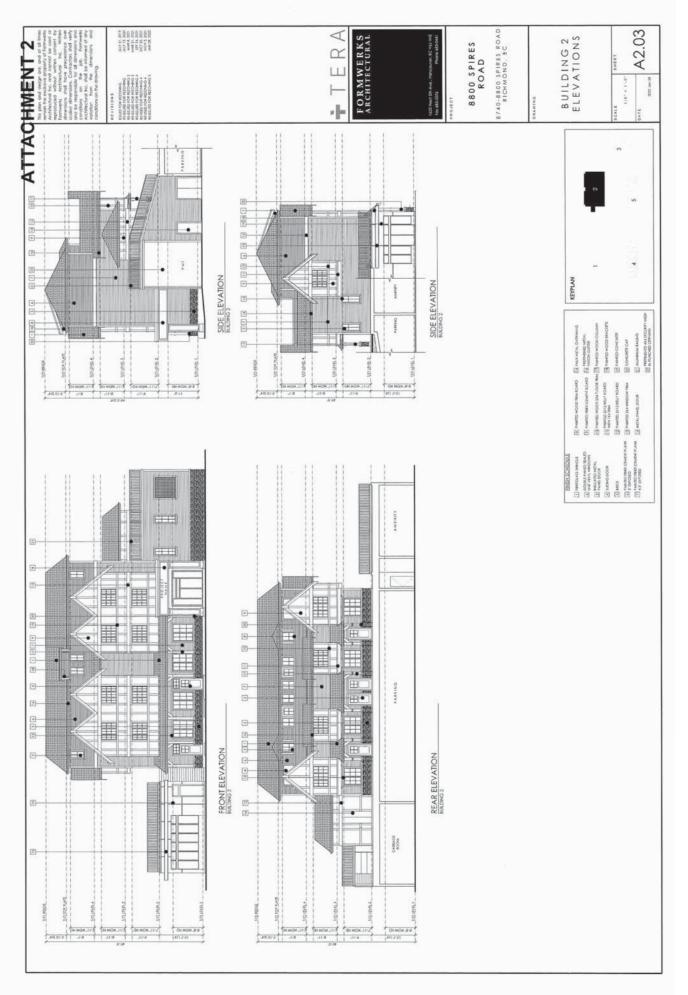




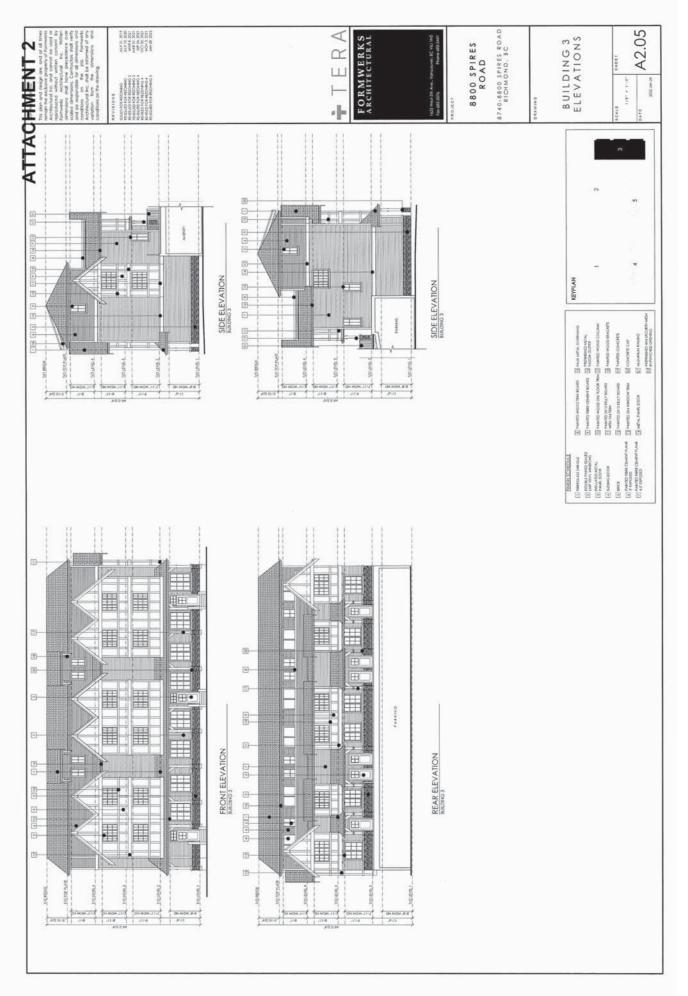


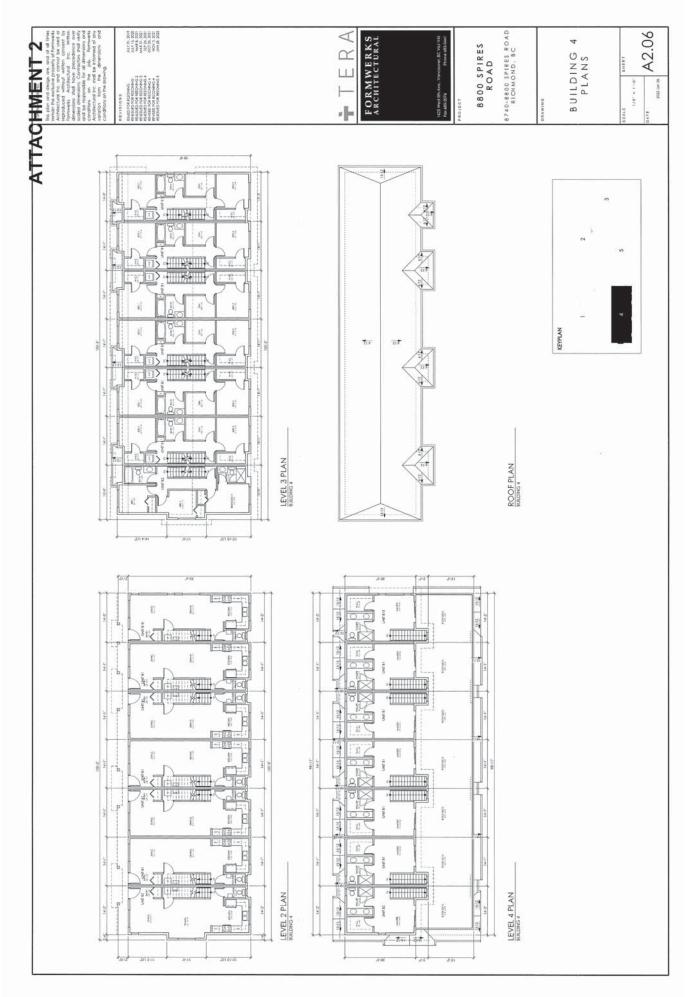


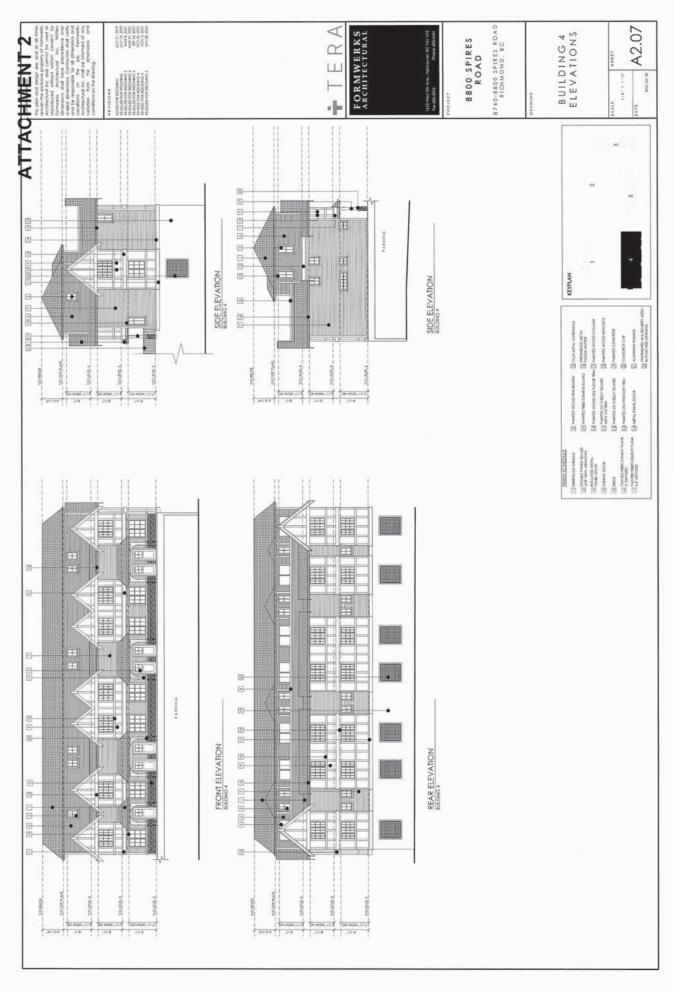


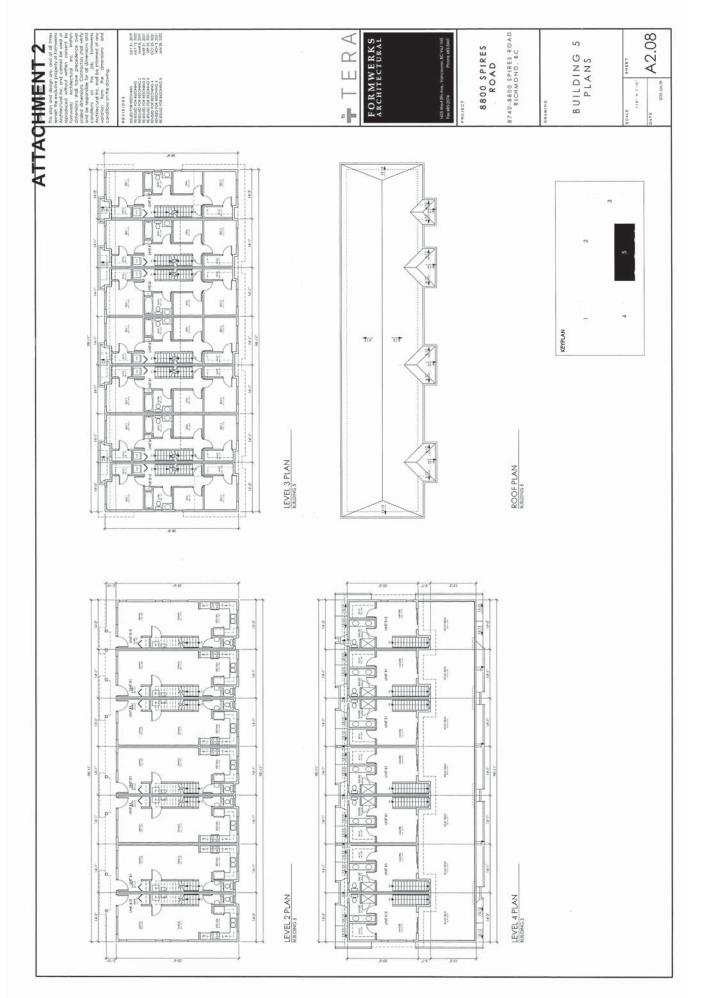


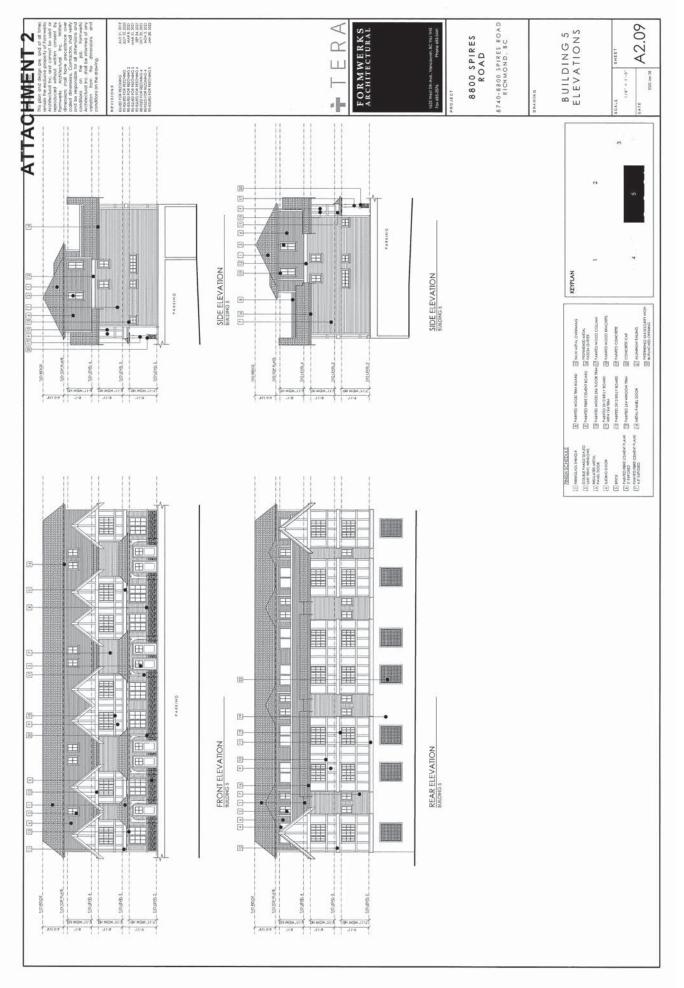


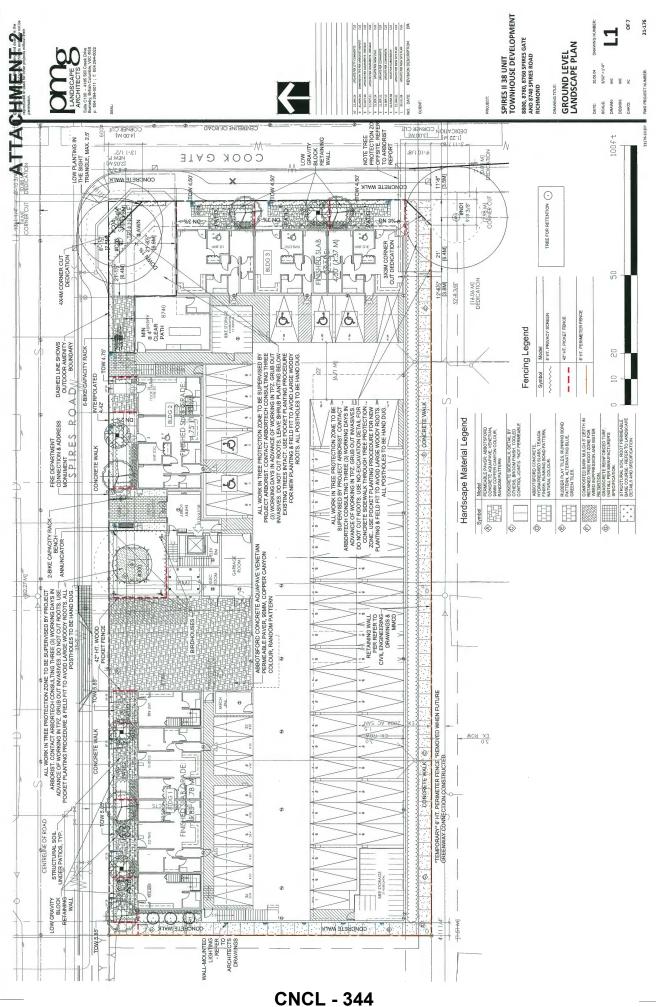


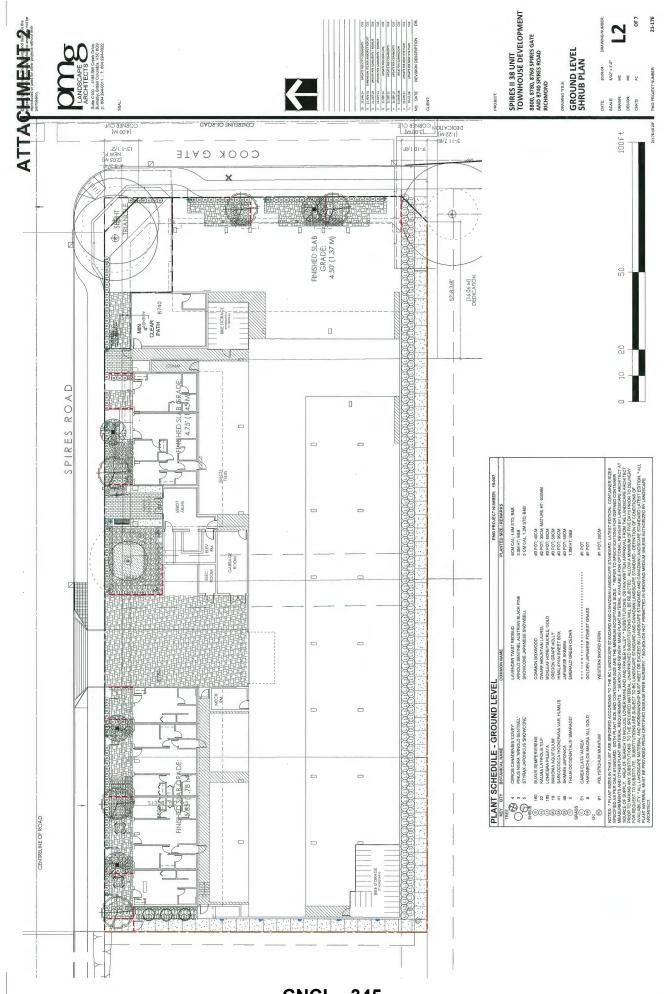


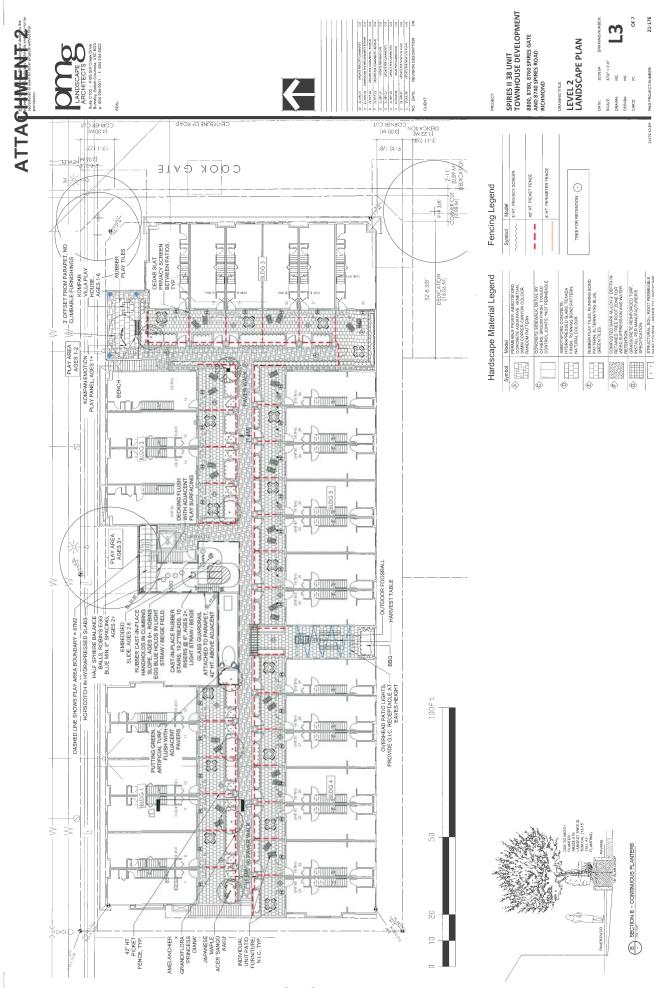


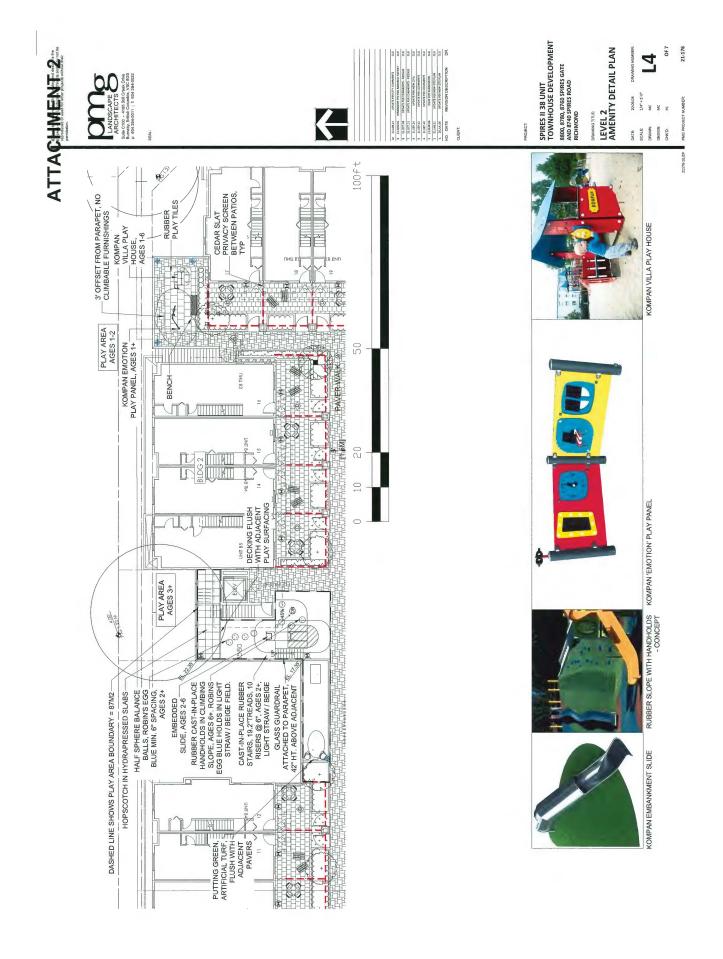






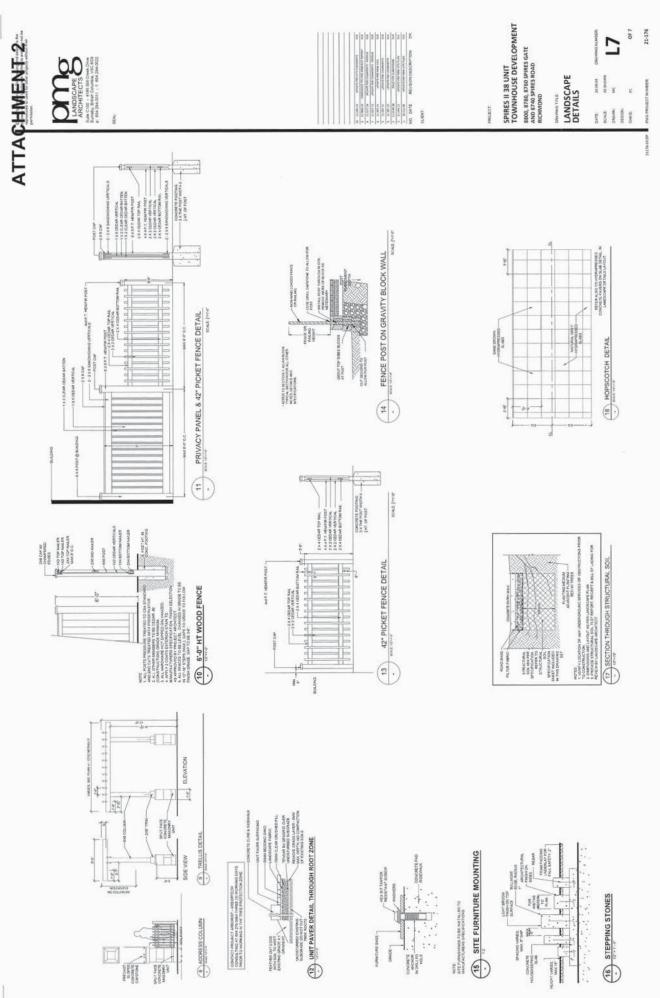














Development Application Data Sheet Development Applications Department

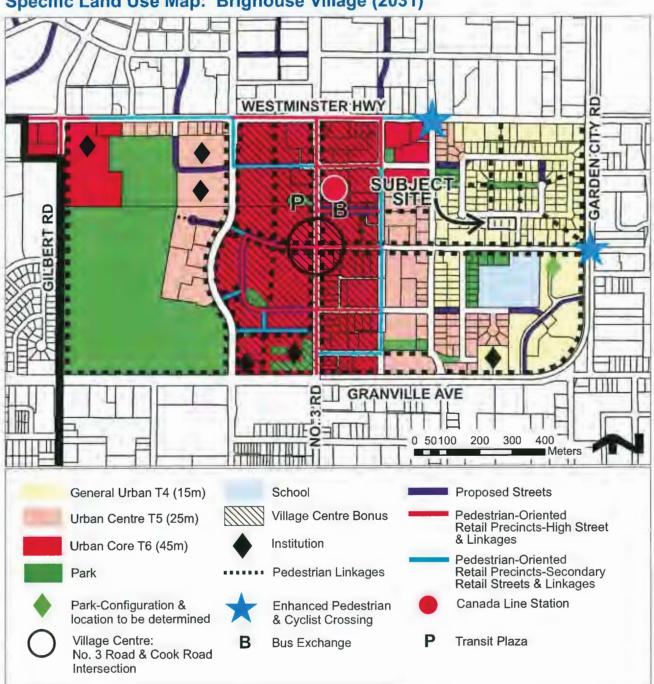
RZ 19-87	0807	Attachment 3
Address:	8740, 8760, 8780 and 8800 Spires Road, and the surplus portion road allowance	of the Spires Road
Applicant:	Terra Spires Development LP	
	rea(s): City Centre	

	Existing	Proposed
Owner:	1219002 BC Ltd.	No Change
Site Size (m ²):	3,430 m² (36,925 ft²)	3,260 m² (35,087 ft²)
Land Uses:	Single-Family Residential	Multiple-Family Residential
OCP Designation:	Low-Density Residential	No Change
Area Plan Designation:	City Centre Area Plan: General Urban T4 Sub-Area B.1: Mixed Use – Low- Rise Residential & Limited Commercial	No Change
702 Policy Designation:	N/A	No Change
Zoning:	Single Detached (RS1/E)	Parking Structure Townhouses (RTP4)
Number of Units:	4	36
Other Designations:	N/A	No Change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance		
Floor Area Ratio:	Max. 1.20	1.20	none permitted		
Lot Coverage – Building:	Max. 50%	50% Max.	none		
Lot Coverage – Non-porous Surfaces:	Max. 80%	80.0% Max.	none		
Lot Coverage – Landscaping:	Min. 20%	20% Min.	none		
Setback – Front Yard - Cook Gate (m):	Min. 3.0 m	3.0 m	none		
Setback – Exterior Side Yard – North – Spires Road (m):	Min. 3.0 m	3.0 m	none		
Setback – Interior Side Yard - South (future lane) (m):	Min. 1.5 m	1.5 m	none		
Setback - Rear - West (m):	Min. 1.5 m	1.5 m	none		
Height (m):	Max. 15.0 m (4 storeys)	15.0 m Max.	none		

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Lot Depth:	Min. 30.0 m	86.27 m	none
Site Area:	Min. 2,400 m ²	3,260 m ²	none
Off-street Parking Spaces – Regular (R) / Visitor (V):	1.2 (R) and 0.2 (V) per unit	1.5 (R) and 0.2 (V) per unit	none
Off-street Parking Spaces - Total:	44 (R) and 8 (V)	54 (R) and 8 (V)	none
Tandem Parking Spaces:	Max. 50% of required residential spaces (44 x Max. 50% = 22)	18	none
Small Car Parking Spaces	Max. 50% when 31 or more spaces are provided on-site (62 x Max. 50% = 31)	6	none
Handicap Parking Spaces:	Min. 2% when 11 or more spaces are required (44 x 2% = 1 spaces)	4	none
Bicycle Parking Spaces – Class 1 / Class 2:	1.25 (Class 1) and 0.20 (Class 2) per unit	1.25 (Class 1) and 0.2 (Class 2) per unit	none
Off-street Parking Spaces – Total:	45 (Class 1) and 8 (Class 2)	45 (Class 1) and 8 (Class 2)	none
Amenity Space – Indoor:	Min. 70 m² or Cash-in- lieu	Min. 70 m ²	none

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



Specific Land Use Map: Brighouse Village (2031)

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

ATTACHMENT 5



March 10, 2021

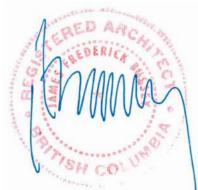
City of Richmond 6911 No. 3 Road, Richmond, BC V6Y 2C1

Re: Letter of Confirmation 8800 Spires Rd., Richmond, BC RZ-17-766525

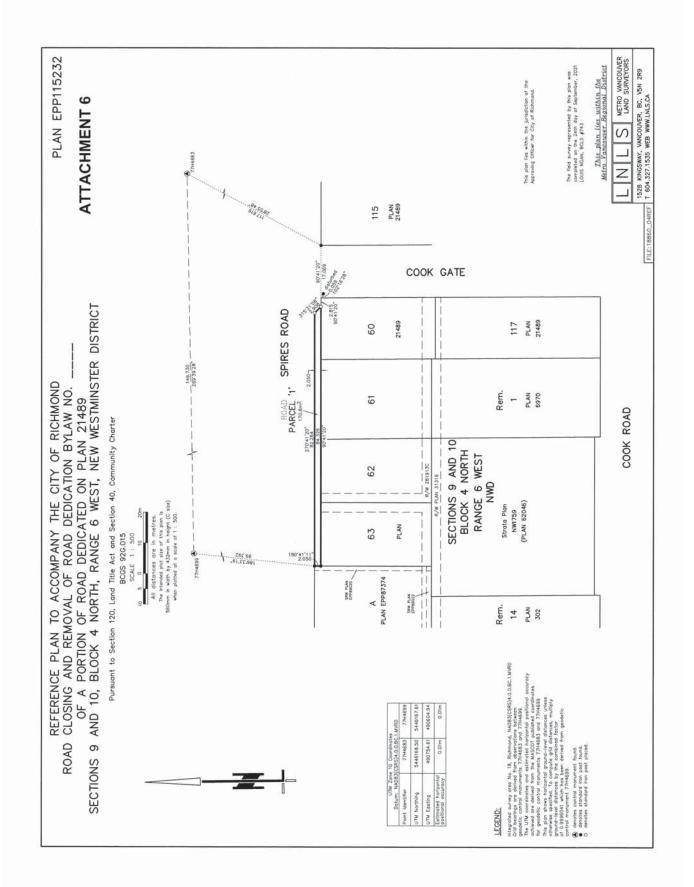
This letter confirms that the design of the proposed development will mee the energy efficiency requirements expected at the time of the proposed project's Building Permit Application. This also confirms that the undersigned is aware of the Step Code requirements for this project.

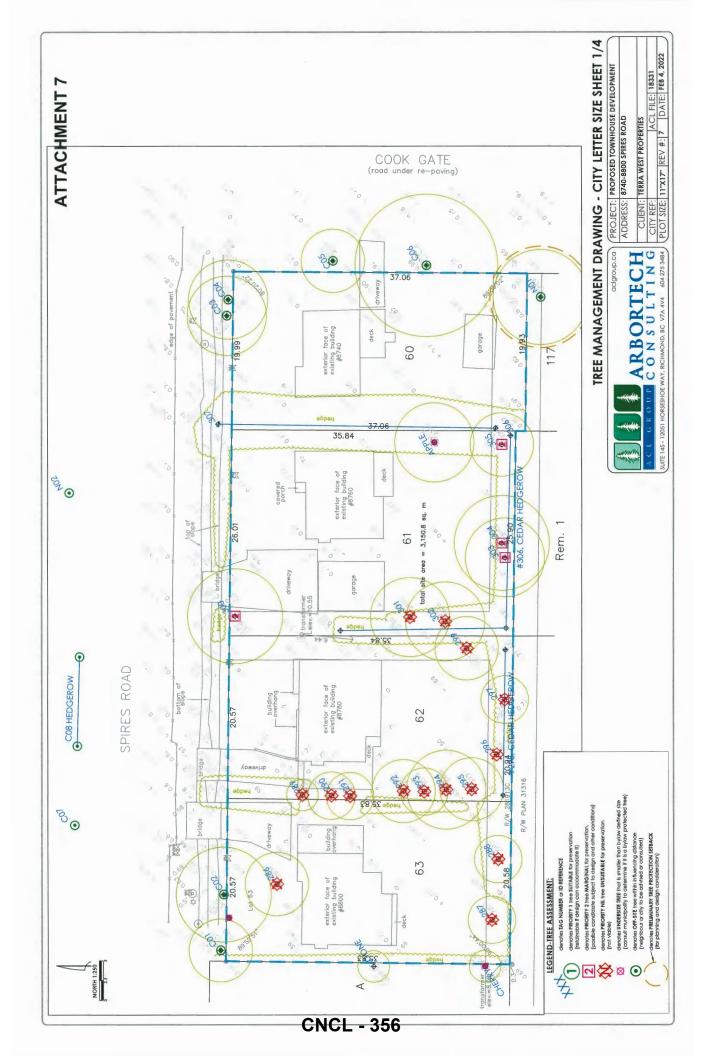
If you have any questions, please do not hesitate to contact me.

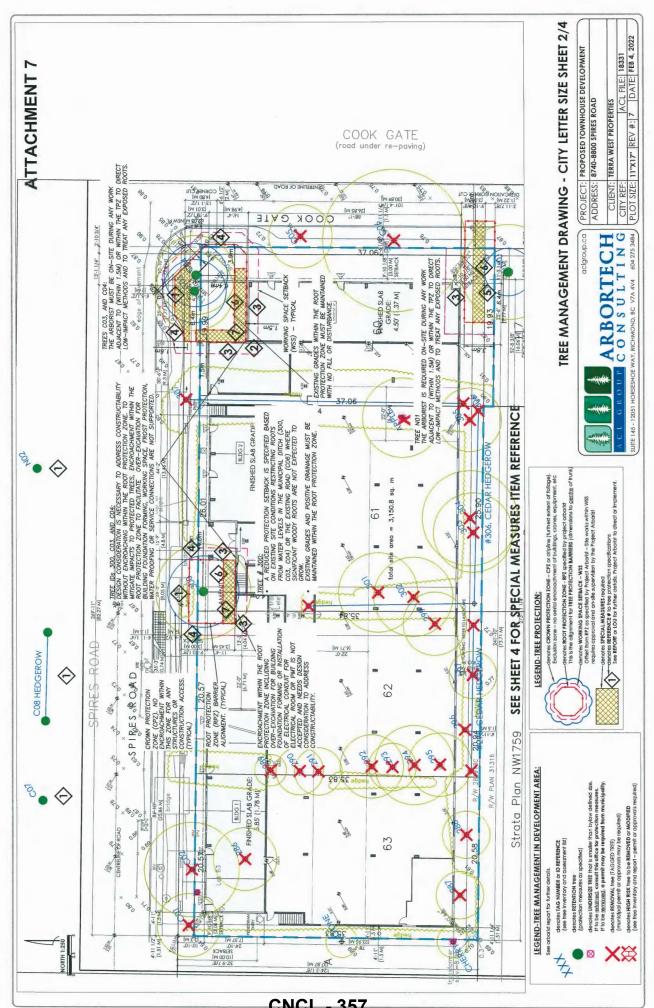
Your Truly,



James F. Bussey, Architect, AIBC Formwerks Architectural Inc.







Action # of Trees	REMOVE 1	REMOVE 1	REMOVE 1		REMOVE 1	REMOVE 1	REMOVE 1	REMOVE 1	REMOVE 1	REMOVE 1	REMOVE 1	REMOVE 1	REMOVE 1 Instantial control of the restrictions of the restrictions.	REMOVE 1	RETAIN 1 • No 2000 Control of the properties of	REMOVE 1 In the provided on th	REMOVE 1 • <u>Bacatilita to finite of the order or one of the order of t</u>	REMOVE 1 • Not harden and the second	1				REMOVE 1 . All her proficion moust according to a survey or and here a carbinet or a consultant tas survey or and here a carbinet according to the survey of		PROTECT 1 Protocol and an advection metaconidation of the owner of the advection of the owner of the owner of the advection of the owner of the owner own	PROTECT 1 prevented herein. Any changes that the municipal prevented herein. Any changes that the municipal prevented herein. Any changes that the municipal prevented herein and the drawn here drawn herein and the drawn herein and therein and therein and the drawn herein and the dr		REMOVE 1 and will be uservised from within the 1 • Strump Stringbalt move be required for the removal from	1	PROTECT 1 Standards and Berk Management Practices. • Certified UIIIIY Abords (Thene removads, puring and other these revices work) working to ANSI A300 and ANSI 2133 Standards		PROTECT 1 TREE MANAGEMENT DRAWING
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Priority	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	2	NIL	2	NIL	NIL	2	2	2	2	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
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The PROTECTION SPECIAL MEADURES. The PROTECTION SPECIAL MEADURES. The interm within a TZ require poject arborist direction, treatment or supervision/monitoning. See this free Management, Drawing for additional references to locations where special measures are required. The interm of a doctavating along the solid state and maniole installations, and its additional references to locations within the TZ. Supervision from the project arborist or the and otherwise within the TZ. Supervision from the project arborist or the and otherwise within the TZ. Supervision from the project arborist or the rouger action is a total along the state within the dirch is to be backfilled using growing medium meeting the specifications of the project arborist are the production barriers are to be expanded to protect the new growing paper.	Output Endisation Montsi. Conditiation with this office is required to review any proposed works (i.e. planting, installation of any growing medium or materials, pruning, avaevation of any scope, installation of any hardcape features inolucing inregation. Thenring and retaining walls), within and directly adjoent to the tree processed within root protection zones will require a no-waraytion and incut adjoent. Any hardcape features inolucing irrigation. Thenring and retaining walls), within and directly adjoent to the tree processed within root protection zones will require a no-waraytion and incut adjoent. Any hardcape features inolucing irrigation. Therhod and material recommendations. Any hardcape feature proposed within root protection zones will require a no-waraytion and incut adjoent. Any hardcape feature proposed within the out prove will require a no-waraytion and insulation. More reacess within the out prove a during construction to mitigate soil reproposed within flow the required to be installed and material recommendation. An elevated baardwalk is required to be installed and maintained to accept limited worker access and grasse and compaction none directly adjaents to be installed and maintained to accept limited worker access and grass and grasse and provide access within the icot protection zones remains restricted.	TREE MANAGEMENT DRAWING - CITY LETTER SIZE SHEET 4/4 Image: State and State State a
 THE PROTECTION STANDARD MEASURES. The project arborist must be called to attend and review, approve, direct and/or supervise certain works from time to time during the demonstruction and landscaping, at critical milestones or activities. To schedule reviews or site visits as described above, we require a minimum of 3 business days advance notice. A. The Protection BarrierInstallation. A. The Protection BarrierInstallation. B. Tree Health Management. Treatments. B. Tree Health Management. B. Tree Health Managements. B. Tree Health Management. B. Tree Health Managements. B. Tree Health Management. B. Tree Health Managements. B. Tree Health Managements. B. Tree Health Managements. B. Tree Health Management. B. Tree Health Managements. B. Tree	one or more of the following, raising clearance for vahicles or cotion of the project arborist from in conformance with applicable AMSI ance and licensing requirements. site direction and guidance from the limited to: sidewalks, paths, patios, ament, grass or turf installation, suitable mulch zone setback is methods to be utilized that meet methods to be utilized that meet in mized bot sizes (i.e. #1 or #2 minimized in size. dug into existing wing medium.	THE FRONECTION BARRIER LETAL - SAMPLE TOTOS SAME TOTOS SAME TOT

CNCL - 359

ATTACHMENT 8



Rezoning Considerations

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

Address: <u>8740, 8760, 8780 and 8800 Spires Road, and the surplus portion of the Spires Road road</u> <u>allowance</u> File No.: <u>RZ 19-870807</u>

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10357, the developer is required to complete the following:

- Council approval of the road closure bylaw for a portion of Spires Road. The developer shall be required to enter into a purchase and sales agreement with the City for the purchase of the Land, which is to be based on the business terms approved by Council. The primary business terms of the purchase and sales agreement will be brought forward for consideration by Council in a separate report from the Manager, Real Estate Services. All costs associated with the purchase and sales agreement shall be borne by the developer.
- 2. Consolidation of all the lots into one development parcel (which will require the demolition of the existing dwellings).
- 3. Approximately 0.865 m road dedication along the entire Cook Gate frontage
- 4. Approximately 1.219 m lane dedication along the south property line of 8740 Spires Road.
- 5. A 4.0 m x 4.0 m corner cut road dedication at the northeast corner of the subject site (southwest corner of the Cook Gate / Spires Road intersection).
- 6. A 3.0 m x 3.0 m corner cut road dedication at the southeast corner of the subject site (northwest corner of the Cook Gate / east-west lane intersection).
- 7. Granting of a 1.5 m wide statutory right-of-way across the site's lane frontage (south property line) for the construction of a concrete/asphalt sidewalk/walkway. Any works essential for public access within the required statutory right-of-way (SRW) are to be included in the Servicing Agreement (SA). The design must be prepared in accordance with City specifications & standards and the construction of the works will be inspected by the City concurrently with all other SA related works. No fence is allowed to be installed within or along this SRW area except permitted by the City. The owners are responsible for all maintenance of improvements, including but not limited to the concrete/asphalt sidewalk/walkway, landscaping, signage and lighting installed within the SRW, and are responsible for all liability of SRW areas.
- 8. Granting of a 1.5 m wide statutory right-of-way along the entire west property line for the construction of a walkway. Any works essential for public access within the required statutory right-of-way (SRW) are to be included in the Servicing Agreement (SA). The design must be prepared in accordance with good engineering practice with the objective to optimize public safety and after completion of the works, the Owner is required to provide a certificate of inspection for the works, prepared and sealed by the Owner's Engineer in a form and content acceptable to the City, certifying that the works have been constructed and completed in accordance with the accepted design. No fence is allowed to be installed within or along this SRW area except permitted by the City. The owners are responsible for all maintenance of improvements, including but not limited to the walkway, landscaping, signage and lighting installed within the SRW, and are responsible for all liability of SRW areas.
- 9. Registration of a legal agreement on title stipulating that the development is subject to potential impacts due to other development that may be approved within the City Centre including without limitation, loss of views in any direction, increased shading, increased overlook and reduced privacy, increased ambient noise and increased levels of night-time ambient light, and requiring that the owner provide written notification of this through the disclosure statement to all initial purchasers, and erect signage in the initial sales centre advising purchasers of the potential for these impacts.
- 10. Registration of a restrictive covenant prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.
- 11. Registration of an aircraft noise sensitive use covenant on title.
- 12. Registration of a flood indemnity covenant on title.



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- 13. Registration of a legal agreements on Title ensuring that:
 - a) No final Building Permit inspection is granted until three secondary suites are constructed on site, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw; and
 - b) The secondary suites cannot be stratified or otherwise held under separate title.
- 14. Registration of a legal agreement on title ensuring that:
 - a) the number of visitor parking stalls per zoning bylaw requirements will be maintained in perpetuity;
 - b) selling, leasing, assigning, or designating any of the visitor parking spaces to individual unit owners/renters/occupants or any other persons by the developers/applicants/owners and future strata councils is prohibited; and
 - c) the required visitor parking stalls are available for the common use of visitors to this development and are accessible to visitors at all times.
- 15. Registration of a legal agreement on title:
 - a) ensuring that where two parking spaces are provided in a tandem arrangement both parking spaces must be assigned to the same dwelling unit; and
 - b) prohibiting the conversion of the tandem parking area into habitable space.
- 16. Registration of a legal agreement on title ensuring that a parking stall, with dimensions and arrangements/configurations in accordance to the accessible space requirements in Richmond Zoning Bylaw 8500, will be assigned to each of the basic universal housing units contained within the proposed townhouse development. No accessible parking signage or pavement markings will be required on these parking spaces.
- 17. Registration of a legal agreement on title ensuring that:
 - a) conversion of any of the bicycle storage areas/rooms within the parking structure into habitable space or general storage area is prohibited; and
 - b) all of the bicycle parking areas are available for shared common use and for the sole purpose of bicycle storage.
- 18. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site and off-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.
- 19. Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.
- 20. City acceptance of the developer's voluntary contribution in the amount of \$13,052.36 (i.e. \$0.31/ft² of buildable area, excluding affordable housing) to future City community planning studies, as set out in the City Centre Area Plan.
- 21. City acceptance of the developer's offer to voluntarily contribute \$8.50 per buildable square foot (e.g. \$357,887.40) to the City's affordable housing fund.
- 22. City acceptance of the developer's offer to voluntarily contribute \$0.87 per buildable square foot (e.g. \$36,630.83) to the City's public art fund.
- 23. City acceptance of the developer's offer to voluntarily contribute \$7,000 to Parks Division's Tree Compensation Fund for the removal of four trees (specifically tag# C01, C02, C05, C06) and untagged hedges, located along Spires Road frontage of the site.

Note: Developer/contractor must contact the Parks Division (604-244-1208 ext. 1342) four (4) business days prior to the removal to allow proper signage to be posted. All costs of removal and compensation are the responsibility borne by the applicants.

- 24. City acceptance of the developer's offer to voluntarily contribute \$17,250 to the City's Tree Compensation Fund for the planting of 23 replacement trees within the City. If additional replacement trees (over and beyond the 19 replacement trees as proposed at the rezoning stage) could be accommodated on-site (as determined at Development Permit stage), the above cash-in-lieu contribution may be reduced in the rate of \$750 per additional replacement trees to be planted on-site.
- 25. Submission of a Tree Survival Security to the City in the amount of \$10,000 for the 37 cm caliper English Walnut trees to be retained.

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- 26. City acceptance of the developer's offer to voluntarily contribute \$156,936.00 towards the construction of a new 600mm storm sewer via the capital project works that front the development.
- 27. The submission and processing of a Development Permit* completed to a level deemed acceptable by the Director of Development.
- 28. Enter into a Servicing Agreement* for the design and construction of frontage improvement works along the site frontages. A Letter of Credit or cash security for the value of the Service Agreement works, as determined by the City, will be required as part of entering into the Servicing Agreement. Works include, but may not be limited to, Water Works:
 - a. Using the OCP Model, there is currently 254 L/s of water available at a 20 psi residual at the Spires Road frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
 - b. At the developer's cost, the City is to:
 - Install one new water service connection off of the existing 200mm water main along Spires Road complete with meter and meter box in a right of way which will be provided by the developer. The dimensions and location of the right of way shall be finalized through the servicing agreement process.
 - Remove all existing water service connections.
 - Provide new hydrants to meet City Engineering specifications or relocate existing fire hydrant as required to accommodate the proposed frontage improvements. Fire department approval is required for all fire hydrant relocations.

Storm Sewer Works:

- a. At the developer's costs, the developer is required to:
 - Install a new 750mm diameter storm sewer at the north-south aligned Spires Road from the north property line of 8931 Spires Road to 22 meters south. Tie-in to the south shall be to the new manhole at the bend at Spires Road that will be built through the City's Capital project. An appropriately sized manhole is required at the north end. Exact alignment of the new storm sewer in the roadway shall be determined via the Servicing Agreement process.
 - Install a new 750mm diameter storm sewer from the new manhole in Spires Road at the north property line of 8931 Spires Road then tie-in to the existing ditch fronting 8951 Spires Road. Tie-in to the existing ditch shall be via a headwall.
 - Install a new 600mm diameter storm sewer at the Cook Gate frontage from the south property line of 8740 Spires Road to 51 meters north. The south end of the new storm sewer shall have a manhole and tie-in to the north shall be to the existing storm sewer in Spires Road through a new manhole. Exact alignment of the new storm sewer in Cook Gate shall be determined via the Servicing Agreement process.
 - Install lane drainage (200mm diameter) along the entire south property line complete with manholes as per Engineering specifications then tie-in to the new manhole at Cook Gate.
- b. At the Developers cost, the City is to:
 - Install a new storm service connection complete with inspection chamber connecting to the new 750mm storm sewer along Spires Road

Sanitary Sewer Works:

- a. At the developer's costs, the developer is required to address the following:
 - If the new sanitary sewers in Spires Road and Cook Gate are still not connected to the new Eckersley sanitary pump station at the time site preparations (e.g., preload, soil densification, etc.) or sanitary connection is required by the development, the developer shall construct temporary sanitary mains and manholes along Spires Road and Cook Gate then tie-in to the existing sanitary manhole that is located mid-block at Cook Gate. The temporary sanitary mains and manholes are intended to divert to the existing sanitary system the sanitary flows from the northern portion of the Spires neighbourhood that flow through the proposed site. This requirement is subject to the existing sanitary system having adequate capacity to accommodate the proposed site which will be determined through a capacity analysis. If required, the developer shall provide cash contribution to the City for the filling and abandonment of the temporary sanitary line which will be

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done when the ultimate sanitary mains in the streets are operational. The cash contribution, if required, shall be determined through the servicing agreement process.

- If the existing sanitary system does not have adequate capacity as determined through the capacity analysis, the developer may have the option to complete the Capital Project works (e.g., construction of the Eckersley sanitary pump station and the last section of sanitary main that ties-in to the new pump station) that are required to service their development and enter into a latecomer agreement.
- Connect the existing sanitary main that conveys flows from the northern portion of the Spires neighbourhood to the new manhole in front of 8760 and 8780 Spires Road when the new sanitary lines in Spires Road and Cook Gate are connected to the new Eckersley B pump station.
- Discharge the existing utility right of way along the common property line of 8760 and 8780 Spires Road after the new sanitary mains along Spires Road and Cook Gate are operational and the new sanitary mains are connected to the new Eckersley B sanitary pump station.
- The developer shall not start with the site preparation works (e.g., preload, soil densification, etc.) until the new sanitary lines in Spires Road and Cook Gate are operational and connected to the new Eckersley B pump station or the temporary sanitary lines to divert flows from the northern portion of Spires neighborhood to the existing sanitary system are completed. If the Developer wishes to proceed with the proposed development's site preparation works prior to completion of the Capital Project works (e.g., construction of the Eckersley sanitary pump station and the last section of sanitary main that ties-in to the new pump station), the developer may have the option to complete the Capital Project and enter into a latecomer agreement or build the temporary sanitary lines first. The option to utilize temporary sanitary lines prior to preload installation is subject to Council approving the 2020 Capital program.
- Design the proposed development to accommodate future access, maintenance, repair or replacement of the
 existing sanitary sewer along the entire south property line of the proposed development without impact to the
 development site, to the satisfaction of the City.
- Provide a pre and post pre-load and construction surveys and CCTV of the existing sanitary sewer along the
 entire south property line. Any damage to be repaired and any required replacement shall be done at the
 Developer's sole cost.
- Ensure that the existing sanitary sewer along the entire south property line of the proposed development
 remains operational during any preload and/or construction phase (the sewer will remain active despite new
 works proposed for Spires Road). If the existing sanitary line is impacted during site preparation or
 construction of the proposed development then the developer shall be responsible to make the damaged
 sanitary system operational in the duration of the onsite works (i.e., temporary bypass via pumping, etc.). The
 damaged sanitary system shall be replaced at the same alignment through the servicing agreement, at the
 developer's costs, after completion of the site preparation and/or building construction works.
- Ensure no soil fill or building encroaches into the existing sanitary right of way along the south property line of the proposed development.
- Provide a signed and sealed geotechnical assessment, complete with recommendations to ensure the following
 conditions are met. The assessment and mitigation recommendations shall be included in the rezoning staff
 report and the development process design review.
- That the City be able to construct, maintain, operate, repair, or remove City utilities/infrastructures (i.e. sanitary main along the south property line) without impact to the onsite works. The building edge shall be set based on the required clearance between the building edge and the edge of the existing sanitary main as recommended by a professional geotechnical engineer.
- That the on-site works (e.g. soil densification, preload, foundation works, etc.), or the construction/maintenance of the proposed building, not cause damage to the existing sanitary main along the south property line. Impact of the site preparation works (e.g., soil densification, pre-load, foundation excavation, dewatering, etc.) to the existing sanitary main needs to be determined by the Geotechnical Engineer. If the existing sanitary main will be significantly impacted, the works required to mitigate the impact or the replacement of the affected existing infrastructures need to be done prior to start of the site preparation works at developer's cost.

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b. At the developers cost, the City is to:

- Cut and cap at main all existing connections and remove inspection chambers along the south property line.
- Install a new sanitary service connection c/w inspection chamber. Ultimate tie-in shall be to the existing sanitary manhole fronting the common property line of 8760 and 8780 Spires Road.

Frontage Improvements:

- a. Spires Road Development Frontage Improvements
 - <u>Road works and behind-the-curb frontage improvements</u> Spires Road along the entire frontage of the subject site is to be widened to provide 8.7 m wide pavement (one parking lane and two traffic lanes). The following are the road and behind-the-curb frontage improvement cross-section elements (measured from south to north) to be designed and constructed by the Developer. The existing ditches are to be filled to accommodate these frontage improvements.
 - Existing south property line of the road right-of-way along the development frontage.
 - 2.05 m wide landscaped boulevard with street trees. (The Spires Road right-of-way is planned to be reduced from a width of 20.1 m to 16.0 m. The 2.05 m wide boulevard may become surplus City land and available for disposition).
 - 2.0 m wide concrete sidewalk.
 - 1.5 m wide landscaped boulevard with street trees.
 - 0.15 m wide curb.
 - 8.7 m wide pavement.
 - (Note: For the edge of pavement treatment along the north side of the subject site's frontage, refer to the "Road widening considerations" section below for details).
 - Road widening considerations
 - <u>Scope of work</u> The existing pavement is to be widened to 8.7 m to provide two traffic lanes and one
 parking lane.
 - <u>Design standards</u> The Developer is required to design the complete road cross-section of the fronting road, between the property lines of the road right-of-way, per TAC and City Engineering Design Specifications.
 - Edge of pavement and frontage treatments (north side of Spires Road) The design is to include the edge of pavement and other frontage treatments along the north side of the subject site's Spires Road frontage. The design must show that the widened pavement can be supported structurally. Pavement support solutions may include in-filling existing ditches. Concrete barriers or other physical above-ground protection elements are not considered appropriate solutions.
 - <u>Neighbourhood consultation</u> The Developer is to consult area residents along the north side of the subject site's frontage regarding changes to their driveways and other frontage treatments.
 - <u>Road Functional design</u> The road functional design plans prepared as part of the rezoning
 application is considered preliminary and may have to be revised and finalized to account for design
 issues identified through the SA detailed design process. Refer to the "Road Functional Design Plan"
 section below for details regarding functional design requirements.
 - <u>Approval</u> All road design and any required design changes are to be approved by Transportation and Engineering staff.
 - <u>Pavement transition works</u> Spires Road to the west of the subject site, as part of the redevelopment of 8820 to 8931 Spires Road, will be widened. In the event that the timing of the subject site is in advance of the westerly neighbouring site, the road works described above will need to include tie-in taper sections (20:1) to transition to meet the existing pavement to the west. At the east end of the subject site, similar tie-in taper sections are required across the Spires Road/Cook Gate intersection.
 - <u>Existing driveways along the Spires Road site frontage</u> All existing driveways along the Spires Road site
 frontage are to be closed permanently. The Developer is responsible for removing the existing driveways and
 the replacement with barrier curb/gutter, boulevards and concrete sidewalk per standards described under
 Section B (1) above.
 - Existing driveways along the north side of the Spires Road site frontage All existing driveways on the
 opposite side of the Spires Road development frontage are to be maintained during and post construction.

Consultation and co-ordination with adjacent property owners is required if their driveways are affected as part of the proposed road works.

- New development driveway
- Construct a new driveway to the site at the Spires Road site frontage. These design standards are to be followed: 6.7 m wide pavement at the property line, with 0.9 m flares at the curb and 45° offsets to meet existing grade of sidewalk/boulevard. The full 6.7 m wide driveway is to be maintained for a distance of 10.0 m (depth of the on-site loading area) measured from the fronting property line. The site plan is to show the driveway configuration with dimensions (in metric).
- <u>Truck access to on-site loading area</u> A separate on-site loading area and truck access, located immediately next to the proposed driveway, is to be provided. These design standards are to be followed:
 - Minimum 3.25 m long rollover curb at the access to the loading area measured from the edge of the nearest driveway flare;
 - 10.0 m minimum depth measured from the property line;
 - Grass rete driving surface over the entire footprint of the loading area (3.25 m x 10 m); and
 - Back-in truck access only with on-site signage to prohibit back-out movements.
 - (Note: Confirm with Waste Management if these standards are adequate for garbage/recycle pick-up).
- <u>Parks consultation</u> Consult Parks on the requirements for tree protection/placement including tree species and spacing as part of the frontage works.
- <u>Engineering consultation</u> Consult Engineering on lighting and other utility requirements as part of the frontage works. The tree planting works will need to be coordinated with Engineering to ensure there are no conflicts with any above ground or underground utilities.
- b. Cook Gate Development Frontage Improvements
 - <u>Road works and behind-the-curb frontage improvement</u> Cook Gate along the entire site frontage is to be widened to provide a 5.75 m wide pavement, measured from the existing center line of the road to the west. The road works are also to include a tie-in taper (20:1) to the existing section of Cook Gate to the south of the site. The following are the road and behind-the-curb frontage improvement. Any existing ditches are to be filled to accommodate these frontage improvements.
 - New west property line of the road right-of-way along development frontage.
 - 2.0 m wide concrete sidewalk.
 - 1.5 m wide landscaped boulevard with street trees.
 - 0.15 m wide curb.
 - 5.75 m wide pavement.
 - Existing center line of road.
 - (Note #1: The existing Cook Gate road right-of-way (17.07 m) is not adequate to support the required frontage improvements. A 0.865 m wide road dedication, along the entire Cook Gate frontage of the subject site is required).
 - (Note #2: 8611 Cook Road is undergoing rezoning, the Developer is required to confirm and ensure that the road dedications and the frontage improvement elements across the two properties fronting the west side of Cook Gate are consistent).
 - Frontage improvement transition works The road works are to include any required tie-in sections to
 existing pavement and behind-the cub treatments to the south.
 - <u>Existing driveways along the Spires Gate frontage</u> All existing driveways along the Cook Gate site frontage are to be closed permanently. The Developer is responsible for removing the existing driveways and the replacement with barrier curb/gutter, boulevards and concrete sidewalk per standards described under Section C(1) above.
 - <u>Existing driveways on the opposite side of the Cook Gate site frontage</u> All existing driveways on the
 opposite side of the Cook Gate development frontage are to be kept during and post construction.
 Consultation and co-ordination with adjacent property owners is required if their driveways are affected as
 part of the proposed road works.
 - <u>Parks consultation</u> Consult Parks on the requirements for tree protection/placement including tree species and spacing as part of the frontage works.

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- <u>Engineering consultation</u> Consult Engineering on lighting and other utility requirements as part of the frontage works. The tree planting works will need to be coordinated with Engineering to ensure there are no conflicts with any above ground or underground utilities.
- c. Road Works Spires Road/Cook Gate Intersection
 - The road works at the southwest corner of the Spires Road/Cook Gate intersection are to include:
 - <u>Intersection widening</u> Complete the pavement widening and curb/gutter works around the southwest
 corner of the intersection to meet the new pavement and curb/gutter to the west and south.
 - <u>Transition works</u> The road widening of Spires Road at the site frontage is to include a transition section (20:1 taper) at the east side of the Spires Road/Cook Gate intersection.
 - <u>Curb return radius</u> The minimum intersection corner curb return radius is to be set at 5.5 m. The final design corner return radius is to be determined through the road functional plan exercise taking into consideration emergency vehicle and truck movements.
 - Wheelchair access Wheelchair ramps at the southwest corner of the intersection are to be provided.
- d. Peripheral Sidewalk/Walkway
 - Two peripheral sidewalk/walkway are required as part of the frontage improvements of this site.
 - <u>South sidewalk</u> The Developer is required to build a new 1.5 m wide concrete sidewalk across the
 entire south property line of the subject site. The new sidewalk is part of the future rear lane crosssection and is accommodated within an existing 3.0 m wide SRW. The elevation of the sidewalk is to
 take into consideration the elevation of the future lane and is to be confirmed with Engineering.
 - <u>West walkway</u> The Developer is required to register a 1.5 m wide SRW along the west property line of the site. Together with a similar 1.5 m wide SRW registered on the neighbouring site to the west, the Developer is required to construct an asphalt concrete walkway over the total 3.0 m wide SRW. The cross-section of the walkway is to consist of a 1.5 m wide asphalt concrete surface with a 0.75 m wide swale for drainage along both edges of the walkway.
- e. Road Functional Design Plans
 - The Developer is required to submit road functional design plans to show the road works and behind-the-curb frontage improvements described under Sections B to E above. The functional plans are to be approved by Transportation and Engineering.
 - Road functional design considerations
 - All road works are to be designed to meet City Engineering Design Specifications and TAC standards.
 - Road functional plans are required for all development frontages including Spires Road, Cook Gate, Spires Road/Cook Gate intersection, and peripheral sidewalk/walkway.
 - Full road and frontage improvement cross-sections (interim and ultimate) including edge of
 pavement treatments along the opposite side of the subject site's fronting roads. In particular,
 refer to the "Road widening considerations" section above for details on edge of pavement and
 other frontage treatments along the north side of the subject site's Spires Road frontage.
 - Provide 20:1 taper sections to tie-in the widened section of Spires Road and Cook Gate to the existing roadways as required.
 - The maximum cross slope for the boulevard and sidewalk is to be set at 2%.
 - The center line of the widened pavement is to follow the existing Spires Road and Cook Gate center lines.
 - (Note: 8611 Cook Road is undergoing rezoning, the Developer is required to confirm and ensure that the road dedications and frontage improvements along the two properties fronting the west side of Cook Gate are consistent).
 - <u>Engineering consultation</u> As part of the review and approval process of the functional plan, Engineering is to be consulted on the following design issues, among other requirements.
 - <u>Vertical alignment</u> The elevation of the centre line of Spires Road and Cook Gate along the development frontage is to take into considerations drainage requirements and to ensure there is no conflict with district energy equipment and other underground utilities.
 - <u>Horizontal alignment</u> Consult Engineering to confirm that all underground utilities can be accommodated within the proposed road cross-sections.

- <u>Approval</u> The road functional design plans prepared as part of the rezoning application is considered preliminary and may have to be revised and finalized to account for design issues identified through the SA detailed design process. All road design and any required design changes are to be approved by Transportation and Engineering
- f. At the developer's costs, the developer is required to coordinate with BC Hydro, Telus and other private communication service providers to undertake the following:
 - To provide underground service lines and private utility lines for the proposed development along Spires Road and Cook Gate.
 - To coordinate the removal or relocation of the existing overhead lines along the south property line.
 - To provide the private utility companies (e.g., BC Hydro, Telus and Shaw) rights of ways in the proposed site to facilitate transition from the existing rear yard overhead private utility service to an underground service at Spires Road and Cook Gate frontages. The private utility servicing (i.e., transition from rear yard overhead service to underground service at the fronting streets) shall be coordinated with the private utility companies and the servicing plan showing such transition shall be included in the development process design review. The purpose of this is to ensure that all private utility above ground cabinets that are required to facilitate the transition from rear yard overhead system to underground system at the fronting streets are determined and placed onsite and the required rights of ways are secured via the Development Permit process.
 - To maintain BC Hydro and private communication services to the neighbouring properties that are connected to the existing rear yard overhead system if the rear yard overhead system is going to be removed when the new underground services are provided along the fronting streets.
 - · To pre-duct for future hydro, telephone and cable utilities along all road frontages at Developer's cost.
 - When relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - To locate all above ground utility cabinets and kiosks required to service the proposed development within the developments site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the staff report and the development process design review. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements and the locations for the above ground structures. If a private utility company does not require an above ground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of SRWs that shall be shown in the functional plan and registered prior to SA design approval:
 - BC Hydro PMT 4mW X 5m (deep)
 - BC Hydro LPT 3.5mW X 3.5m (deep)
 - Street light kiosk 1.5mW X 1.5m (deep)
 - Traffic signal kiosk 2mW X 1.5m (deep)
 - Traffic signal UPS 1mW X 1m (deep)
 - Shaw cable kiosk 1mW X 1m (deep) show possible location in functional plan
 - Telus FDH cabinet 1.1mW X 1m (deep) show possible location in functional plan
- g. Review the existing street lighting levels along Spires Road and Cook Gate frontages and upgrade lighting along the developments frontage.
- h. Complete other frontage improvements as per Transportation's requirements. The existing ditches along the north and south sides of Spires Road are to be filled to accommodate the road works and frontage improvements.
- i. A geotechnical assessment (complete with recommendations) is required to confirm that the existing road base structures are adequate to support the required road upgrades at Spires Road frontage.

General Items:

- a. At the developers cost, the Developer is required to:
 - Not encroach (e.g., footing foundations, trees, patios, etc.) into the rear yard sanitary right of way. Please note fence along south property line should be a standard wooden fence.

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

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

 Complete an acoustical and thermal report with recommendations prepared by an appropriate registered professional, which demonstrates that the interior noise levels and noise mitigation standards comply with the City's Official Community Plan and Noise Bylaw requirements. The standard required for air conditioning systems and their alternatives (e.g. ground source heat pumps, heat exchangers and acoustic ducting) is the ASHRAE 55-2004 "Thermal Environmental Conditions for Human Occupancy" standard and subsequent updates as they may occur. Maximum interior noise levels (decibels) within the dwelling units must achieve CMHC standards follows:

Portions of Dwelling Units	Noise Levels (decibel	
Bedrooms	35 decibels	
Living, dining, recreation rooms	40 decibels	
Kitchen, bathrooms, hallways, and utility rooms	45 decibels	

Prior to a Development Permit* issuance, the developer is required to complete the following:

1. Submission of a Landscaping Security based on 100% of the cost estimate provided by the landscape architect.

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

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

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

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

Note:

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

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

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

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ATTACHMENT 8

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

Signed

Date



Richmond Zoning Bylaw 8500 Amendment Bylaw 10357 (RZ 19-870807) 8740, 8760, 8780, 8800 Spires Road, and the Surplus Portion of the Spires Road Road Allowance

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 "PARKING STRUCTURE TOWNHOUSES (RTP4)".

P.I.D. 101-472-801 Lot 60 Section 9 Block 10 North Range 4 West New Westminster District Plan 21489

P.I.D. 101-472-819 Lot 61 Section 9 Block 10 North Range 4 West New Westminster District Plan 21489

P.I.D. 003-690-962 Lot 62 Section 9 Block 10 North Range 4 West New Westminster District Plan 21489

P.I.D. 101-472-827 Lot 63 Section 9 Block 10 North Range 4 West New Westminster District Plan 21489

and a closed portion of Spire Road dedicated by Plan 21489, Sections 9 and 10, Block 4 North Range 6 West New Westminster District as shown in Reference Plan EPP 115232.

This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 10357".
 FIRST READING

	APPROVED
A PUBLIC HEARING WAS HELD ON	E.L.
SECOND READING	 APPROVED by Director
THIRD READING	 or Solicitor
OTHER CONDITIONS SATISFIED	
ADOPTED	

MAYOR

CORPORATE OFFICER



Waterworks and Water Rates Bylaw No. 5637, Amendment Bylaw No. 10330

The Council of the City of Richmond enacts as follows:

- 1. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by adding the following definitions to section 1 in appropriate alphabetical order, reordering remaining definitions, and bolding such terms where they appear in Waterworks and Water Rates Bylaw No. 5637:
 - "METER BOX means the structure used to contain a water meter when used in relation to underground structures and the appurtenance which provides above-ground access to the water meter when used in relation to objects or structures that are above ground."
- 2. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting subsection 2(d) in its entirety and replacing it with the following:
 - "(d) At the request of the **property owner**, a design plan or drawing referred to in subsection 2(a)(iii) may be prepared by the **City** for the fee specified in Consolidated Fees Bylaw No. 8636."
- 3. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting subsection 4(b) in its entirety and replacing it with the following:
 - "(b) Where an application for a **building permit** has been made for works valued at \$75,000 or greater and the existing **service pipe** to the building(s) for which works are proposed, from the **curb stop** at the property line to the **City**'s watermain, is either:
 - (i) more than 25 years old; or
 - (ii) smaller than 25 mm and the works include the addition of one or more plumbing fixtures,

the **property owner** must install a new **service pipe**, including a **water meter** if one does not exist on the **service pipe**, and pay the applicable water connection fee set-out in Schedule "D"."

4. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting subsection 6(c) in its entirety and replacing it with the following:

- "(c) The **meter box** for a new connection shall be set back at least 1 m clear from sidewalks, driveways, brick walkways, pavers, or any other surface that is intended for pedestrian or vehicle traffic."
- 5. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting section 7 in its entirety and replacing it with the following:

"7. Inaccessibility of Meters

The **City** will notify the **customer** if the **customer's** privately located meter or accessory thereof is found to have become inaccessible for reading or maintenance. If the **customer** does not make the meter or accessory accessible within 96 hours of receipt of notice, the **customer** shall pay, in addition to the metered rates and water meter fixed charge amounts set out in Schedule B or C as applicable, the fee for an inaccessible meter as set out in Section 3 of Schedule B or C as applicable and not pro-rated while the said meter or accessory remains inaccessible. If the **customer** does not make the meter or accessory accessible within 96 hours of receipt of notice, the **City** may also choose to reinstate access to the meter or accessory at the cost of the **customer**."

- 6. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting subsection 9(a) in its entirety and replacing it with the following:
 - "(a) For all new **multi-family dwelling** properties, existing **multi-family dwelling** properties that apply for **meter service** pursuant to 9(b), or existing **multi-family dwellings** required to have a meter water service pursuant to section 14:
 - (i) a water meter will be installed at each of the service pipe connections at or near the property line; or
 - (ii) if the General Manager, Engineering & Public Works determines that separate metering for water usage by different dwellings, buildings or areas within a multi-family dwelling property would:
 - A) be cost-efficient;
 - B) capture all water usage by the property; and
 - C) provide the City with readily available access to the water meter or water meters,

the General Manager, Engineering & Public Works may permit, in addition to or in place of water meters installed pursuant to subsection 9(a)(i), water meters to be installed in the following locations:

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- D) at all **service pipe** connections in the mechanical room or the **service pipe** junction of one or more buildings within the **multi-family dwelling** property; or
- E) at the water connection for each dwelling unit and each common area within the **multi-family dwelling** property."
- 7. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting subsection 10(a) and 10(b) in their entirety and replacing them with the following:
 - "(a) Every **property owner** shall locate all **service pipes** and **curb stops** at least one (1) metre clear of any structure, driveway, curb, sidewalk, retaining wall foundation or fence foundation.
 - (b) Every **property owner** shall locate the top of the **service box** and/or **meter box** at finished ground level, at least one (1) metre clear of any structure, driveway, curb, or sidewalk."
- 8. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by adding the following new subsection 10(e):
 - "(e) Service boxes and meter boxes shall not be moved, adjusted, or otherwise modified unless completed by the City or with the written approval from the General Manager, Engineering & Public Works. If the General Manager, Engineering & Public Works determines any unauthorized modifications were completed, the City may reinstate the service box and or meter box without the property owner's permission and at the cost of the property owner."
- 9. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting subsection 11(a)(iii) in its entirety and replacing it with the following:
 - "(iii) The **property owner** shall pay the charges set out in Consolidated Fees Bylaw No. 8636 for each turn on or turnoff."
- 10. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting subsection 11(b)(i) in its entirety and replacing it with the following:
 - "(i) A **property owner** requesting non-emergency service calls to turn water off or on outside regular working hours shall pay the charges set out in Consolidated Fees Bylaw No. 8636."
- 11. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting subsection 11(c)(i) in its entirety and replacing it with the following:
 - "(i) A customer requesting an emergency service call to turn water off or on must pay the charges set out in Consolidated Fees Bylaw No. 8636."

- 12. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting subsection 13(e) in its entirety and replacing it with the following:
 - "(e) Every property owner of a multi-family dwelling which has a water meter installed pursuant to section 9(b) or section 14(b) of this Bylaw will receive a credit to be applied to future water charges equal to the difference between the metered charges for the first 60 months of consumption subsequent to the initial meter reading for billing purposes and the amount that would have been payable on a flat rate basis, provided:
 - (i) the metered charges exceed the flat rate by more than \$10; and
 - (ii) the **property owner(s)** submits a request for the credit to the City in writing within 15 months of the calendar year over which the credit shall be applied. The credit will be the difference of the metered charges and the flat rate charge for the applicable calendar year."
- 13. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting subsection 14(b) in its entirety and replacing it with the following:
 - "(b) Commencing January 1, 2022, the General Manager, Engineering & Public Works shall establish a schedule for substituting a meter service in lieu of an ordinary service for multi-family dwellings in the City that do not have meter service, and the City will supply and install water meters at these properties at no charge to the property owner."
- 14. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by adding the following new subsection 14(d):
 - "(d) Notwithstanding the schedule established in subsection 14(b), owners of **multi-family dwellings** may continue to apply to the **City** for a **meter** service in accordance to subsection 9(b)."
- 15. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting subsection 19(a) in its entirety and replacing it with the following:
 - "(a) All persons shall install all underground pipes such that the top of pipe is not less than 500 mm (20 inches) below the surface of the ground, and all other pipes where so fitted as to be exposed to frost shall be properly protected."
- 16. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting subsection 22(a) in its entirety and replacing it with the following:
 - "(a) No person shall obtain water from a watermain by means other than a metered connection for the purpose of serving any **one-family dwelling**, commercial or industrial establishment, or farm. Nothing in this Section shall apply to the fighting of fires."

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- 17. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting subsection 22(b)(ii) in its entirety and replacing it with the following:
 - "(ii) pay, prior to installation, the applicable connection charge and water meter installation fee specified in Schedule "D", notwithstanding water meters installed as an outcome of 9(b) or 14(b) or 22A(b)."
- 18. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting subsection 22A(a) in its entirety.
- 19. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting subsection 22B(b) in its entirety and replacing it with the following:
 - "(b) The **City** will rebate the **property owner** \$100 for each replacement toilet, up to a maximum of two replacement toilets per property, provided that the **City** is satisfied that the rebate application meets the criteria set-out in subsection 22B(a)."
- 20. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting section 26(a) in its entirety and replacing it with the following:
 - "(a) The General Manager, Engineering and Public Works will, upon written request and the payment of the fee as set out in Consolidated Fees Bylaw No. 8636 by the customer, test a water meter for accuracy."
- 21. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting section 26(d) in its entirety and replacing it with the following:
 - "(d) Where a **customer** requests verification that a **water meter** at a property is functioning properly, the **City** will conduct an on-site inspection of the **water meter** after the **customer** has paid the fees set out in Consolidated Fees Bylaw No. 8636. The fee(s) will be refunded to the **customer** if the **City** determines that the **water meter** fails to register or properly indicate the flow of water. In no other circumstance will the fee be refunded to the **customer**."
- 22. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting Schedules "B", "C", and "D" to Bylaw 5637 in their respective entireties and substituting therefor Schedule A attached to and forming part of this Bylaw.
- 23. The Waterworks and Water Rates Bylaw No. 5637, as amended, is further amended by deleting Schedule "F" to Bylaw 5637 in its entirety.

Bylaw 10330

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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CITY OF RICHMOND APPROVED for content by originating dept. APPROVED forflege lity by/Sol

CORPORATE OFFICER

MAYOR

Page 6

SCHEDULE A TO BYLAW No. 10330

SCHEDULE "B" TO BYLAW NO. 5637

METERED RATES FOR INDUSTRIAL, COMMERCIAL, INSTITUTIONAL, MULTI-FAMILY, STRATA-TITLED AND FARM PROPERTIES

1. RATES

Consumption per cubic metre:	\$1.5082
Minimum charge in any 3-month period (not applicable to Farms)	\$114.00

2. WATER METER FIXED CHARGE

Fixed charge per water meter for each 3-month period:

Meter Size	Fixed Charge
16 mm to 25 mm (inclusive)	\$15
32 mm to 50 mm (inclusive)	\$30
75 mm	\$110
100 mm	\$150
150 mm	\$300
200 mm and larger	\$500

3.FEE FOR AN INACCESSIBLE METER AS SET OUT IN SECTION 7
Per quarter that the meter is in accessible (not to be pro-rated)\$200

SCHEDULE "C" TO BYLAW NO. 5637

METERED RATES FOR ONE-FAMILY DWELLING AND TWO-FAMILY DWELLING

1. RATES

Consumption per cubic metre:

\$1.5082

2. WATER METER FIXED CHARGE

Fixed charge per water meter for each 3-month period:

Meter Size	Fixed Charge
16 mm to 25 mm (inclusive)	\$12
32 mm to 50 mm (inclusive)	\$14
75 mm	\$110
100 mm	\$150
150 mm	\$300
200 mm and larger	\$500

3. FEE FOR AN INACCESSIBLE METER AS SET OUT IN SECTION 7

Per quarter that the meter is in accessible (not to be pro-rated) \$200

SCHEDULE "D" to BYLAW 5637*

	Connection Charge	
One-Family, Two-Family, Multi-Family, Industrial, Commercial Water Connection Size	Tie In Charge	Price Per Metre of Service Pipe
25 mm (1") diameter	\$3,400	\$200
40 mm (1 ¹ / ₂ ") diameter	\$4,700	\$200
50 mm (2") diameter	\$4,900	\$200
100 mm (4") diameter or larger	in accordance with Section 38	in accordance with Section 38

1. WATER CONNECTION CHARGE

2. WATER METER INSTALLATION FEE

a.	Install water meter 25 mm (1") or smaller on water connection 25 mm (1") or smaller for One-Family Dwelling or Two-Family Dwelling [s. 3A(a), s. 22(b)(ii)]	\$1,300 each
		÷-,
b.	Install water meter not covered under Schedule D Item 2a. [s. 3A(a), s. 22(b)(ii)]	Actual Cost
3.	WATER SERVICE DISCONNECTIONS	
a.	When the service pipe is temporarily disconnected at the property line for later use as service to a new building	\$200 each
b.	When the service pipe is not needed for a future development and must be permanently disconnected at the watermain, up to and including 50mm	\$1,500 each
c.	If the service pipe is larger than 50mm	Actual Cost



Drainage, Dyke, and Sanitary Sewer System Bylaw No. 7551, Amendment Bylaw No. 10331

The Council of the City of Richmond enacts as follows:

- 1. The **Drainage**, **Dyke**, and **Sanitary Sewer System Bylaw No. 7551**, as amended, is further amended by deleting subsection 1.2.1(d) and replacing it with the following:
 - "(d) at the request of the **property owner** of a **one-family dwelling** or **two-family dwelling**, a design plan or drawing referred to in paragraph (c) may be prepared by the **City** for the fee specified in Consolidated Fees Bylaw No. 8636."
- 2. The **Drainage**, **Dyke**, and **Sanitary Sewer System Bylaw No. 7551**, as amended, is further amended by deleting subsection 2.1.1(d) in its entirety and replacing it with the following:
 - "(d) for industrial, commercial, and institutional properties which are **metered properties** and operate under a Metro Vancouver permit and do not receive fee reductions in accordance with section 2.1.1A(b) or 2.3.2 of this Bylaw, 75% of the rates specified in subsection 2.1.1(c)."
- 3. The **Drainage**, **Dyke**, and **Sanitary Sewer System Bylaw No. 7551**, as amended, is further amended by adding section 2.1.1A as follows:
 - "2.1.1AEvery **property owner** whose property has been connected to the **sanitary sewer** system, discharges **sewage** under an issued Metro Vancouver permit, and discharges greater volumes of **sewage** into the **sanitary sewer** system than the metered volume of water delivered to the property (e.g. sewage produced using a water source other than that provided by the **City**), must pay user fees as follows:
 - (a) User fees as imposed in section 2.1.1; and,
 - (b) User fees at 34% of the sanitary sewer metered rate specified in Part 2 of Schedule B for the volume of sewage discharged to the sanitary sewer system less the metered volume. The volume of sewage discharged shall be determined as the lesser of:
 - (i) the maximum daily discharge rate listed on the issued Metro Vancouver permit applied across the duration of the permit (if applicable);

Bylaw 10331

- (ii) the **sewage** discharge volumes listed in the quarterly monitoring reports submitted to Metro Vancouver as a condition of a Metro Vancouver permit (if applicable); and
- (iii) the sewage discharge volume measured using an alternative method proposed by the property and approved in writing by the **General Manager, Engineering & Public Works.**"
- 4. The **Drainage**, **Dyke**, and **Sanitary Sewer System Bylaw No. 7551**, as amended, is further amended by deleting subsection 2.1.2(a) in its entirety and replacing it with the following:
 - "(a) pursuant to the universal or voluntary water metering program under section 14(b), 14(d) or 22A of the *Waterworks and Water Rates Bylaw No. 5637.*"
- 5. The **Drainage**, **Dyke**, and **Sanitary Sewer System Bylaw No. 7551**, as amended, is further amended by deleting section 2.1.3 in its entirety and replacing it with the following:
 - "2.1.3 Every owner of a multi-family dwelling which has a water meter installed pursuant to section 9(b) or section 14(b) of the *Waterworks and Water Rates Bylaw No. 5637* will receive a credit to be applied to future sewer charges equal to the difference between the metered charges for the first 60 months of consumption subsequent to the initial meter reading for billing purposes and the amount that would have been payable on a flat rate, provided:
 - (a) the metered charges exceed the flat rate by more than \$10; and,
 - (b) the **property owner** or **property owners** submits a request for the credit to the City in writing within 15 months of the calendar year over which the credit shall be applied. The credit will be the difference of the metered charges and the flat rate charge for the applicable calendar year."
- 6. The **Drainage**, **Dyke**, and **Sanitary Sewer System Bylaw No. 7551**, as amended, is further amended by deleting section 2.6.1 and replacing it with the following:
 - "2.6.1 Where the **City** responds to a request for maintenance or emergency service to the **sanitary sewer** system or **drainage system** and the **City** determines that the problem originates on private property, the **property owner** must pay the fees specified in Consolidated Fees Bylaw No. 8636."
- 7. The **Drainage**, **Dyke**, and **Sanitary Sewer System Bylaw No. 7551**, as amended, is further amended at section 3.3.2 by deleting the reference to "Ten Thousand Dollars (\$10,000)" where it appears and replacing it with "Fifty Thousand Dollars (\$50,000)".

- 8. The **Drainage**, **Dyke**, and **Sanitary Sewer System Bylaw No. 7551**, as amended, is further amended by amending the following definition to Section 5.1:
 - "SEWAGE means human excretion, water-carried wastes from drinking, culinary purposes, ablutions, laundering, food processing, or ice producing activities, or other water-carried wastes discharged into the **sanitary sewer** system."
- 9. The **Drainage**, **Dyke**, and **Sanitary Sewer System Bylaw No. 7551**, as amended, is further amended by deleting Schedule A in its entirety and inserting Schedule A attached to and forming part of this bylaw.
- 10. The **Drainage**, **Dyke**, and **Sanitary Sewer System Bylaw No. 7551**, as amended, is further amended by replacing the word "dyke" with "dike" where it appears.

FIRST READING	FEB 2 8 2022	CITY OF RICHMOND
SECOND READING	FEB 2 8 2022	APPROVED for content by originating
THIRD READING	FEB 2 8 2022	APPROVED
ADOPTED		for legality by Solicitor

MAYOR

CORPORATE OFFICER

SCHEDULE A TO BYLAW NO. 10331

SCHEDULE A to BYLAW NO. 7551

SANITARY SEWER AND DRAINAGE SYSTEM CONNECTION CHARGES

1. a b c)	MOLITION CHARGES Cap and abandon existing service Adjustment to top elevation of inspection chamber or manhole Repair of inspection chamber	\$1,300 each \$1,300 each \$1,300 each
2.	INS a) b)	PECTION CHAMBERS Supply and installation of inspection chamber Adjust existing inspection chamber	\$3,300 each \$1,000 each
3.	co a) b)	NNECTION TO MAIN Connection to sewer main up to 1.5 metres deep Connection to sewer main over 1.5 metres deep	\$4,000 each By Estimate
4.	SEI a) b) c)	RVICE PIPE Supply and install 100 to 150 mm dia lateral pipe, up to 1.5 m in depth Supply and install 200 mm dia lateral pipe, up to 1.5 metres in depth Supply and install lateral pipes greater than 200mm dia or greater than 1.5 metres in depth.	\$500 per metre \$600 per metre By Estimate
5.	MA a) b) c) d)	NHOLES Supply and install 1050 mm dia manhole, up to 1.5 metres in depth Supply and install 1200 mm dia manhole, up to 1.5 metres in depth Supply and install 1500 mm dia manhole, up to 1.5 metres in depth Supply and install 1800 mm dia manhole, up to 1.5 metres in depth	\$8,000 each \$8,700 each \$9,400 each \$10,000 each
	e) f)	Supply and install manholes over 1800 mm dia Supply and install manholes over 1.5 metres deep	By Estimate By Estimate



Bylaw 10333

Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 10333

The Council of the City of Richmond enacts as follows:

1. The **Consolidated Fees Bylaw No. 8636**, as amended, is further amended by inserting Schedule A attached to and forming part of this bylaw, in appropriate alphabetical order.

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MAYOR

CORPORATE OFFICER

SCHEDULE A TO BYLAW No. 10333

SCHEDULE – WATERWORKS

Waterworks and Water Rates Bylaw No. 5637

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Description	[Section]	Fee
Design Plan	Design Plan Prepared by City [s. 2(d)]	
a)	Design plan prepared by City for One-Family Dwelling or Two- Family Dwelling	\$1,000 each \$2,000 each
b)	Design plan for all other buildings	\$2,000 cacil
For each tur	n on or turn off [s. 11(a)(iii), s. 11(c)(i)]	\$108
For each nor	n-emergency service call outside regular hours [s. 11(b)(i)]	Actual Cost
Fee for testi	ng a water meter [s. 26(a)]	\$377
Fee for wate	er meter verification request [s.26(d)]	\$50
Troubleshooting on private property		Actual Cost
Fire flow tes	Fire flow tests of a watermain	
(a)	First test.	\$250
(b)	For each subsequent test	\$150
Locate or re	pair of curb stop service box or meter box	Actual Cost
Fee for use of City fire hydrants [s. 37]:		
(a) Where the installation of a water meter is required:		
	 (i) Refundable Deposit (ii) Consumption fee: the greater of the rates set out in Item 1 of Bylaw No. 5637 Schedules "B" or "C", or 	\$340 \$218
(b)	Where the installation of a water meter is not required:	
	(i) First day(ii) Each additional day of use beyond the first day	\$218 \$72

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Description	[Section]	Fee
Fee for use	Fee for use of Private fire hydrants [s. 37.1]:	
(a)	(a) Where the installation of a water meter is required:	
	 (i) Refundable Deposit (ii) Consumption fee: the greater of the rates set out in Item 1 of Bylaw No. 5637 Schedules "B" or "C", or 	\$360 \$210
(b)	Where the installation of a water meter is not required:	
	(i) First day(ii) Each additional day of use beyond the first day	\$100 \$65



Bylaw 10353

Consolidated Fees Bylaw No. 8636, Amendment Bylaw No. 10353

The Council of the City of Richmond enacts as follows:

1. The **Consolidated Fees Bylaw No. 8636**, as amended, is further amended by inserting Schedule A attached to and forming part of this bylaw, in appropriate alphabetical order.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

FEB 2 8 2022 FEB 2 8 2022 FEB 2 8 2022



MAYOR

CORPORATE OFFICER

CNCL - 387

SCHEDULE A TO BYLAW No. 10353

SCHEDULE – DRAINAGE, DIKE, AND SANITARY SEWER SYSTEM Drainage, Dike, and Sanitary Sewer System Bylaw No. 7551

Description [Section]		Fee
Design Plan	Design Plan Prepared by City [s. 1.2.1(d)]	
a)	Design plan prepared by City for One-Family Dwelling or Two- Family Dwelling	\$1,000 each
b)	Design plan prepared by City for all other buildings	\$2,000 each
Service Requests [s. 2.6.1] For responses by the City in connection with a request for maintenance or emergency services.		\$300 each

Bylaw 10234



Richmond Zoning Bylaw 8500 Amendment Bylaw 10234 (RZ 20-905149) 9931/9951 Parsons 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 "SINGLE DETACHED (RS2/D)".

P.I.D. 003-644-359 Lot 5 Section 30 Block 4 North Range 6 West New Westminster District Plan 18052

2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 10234".

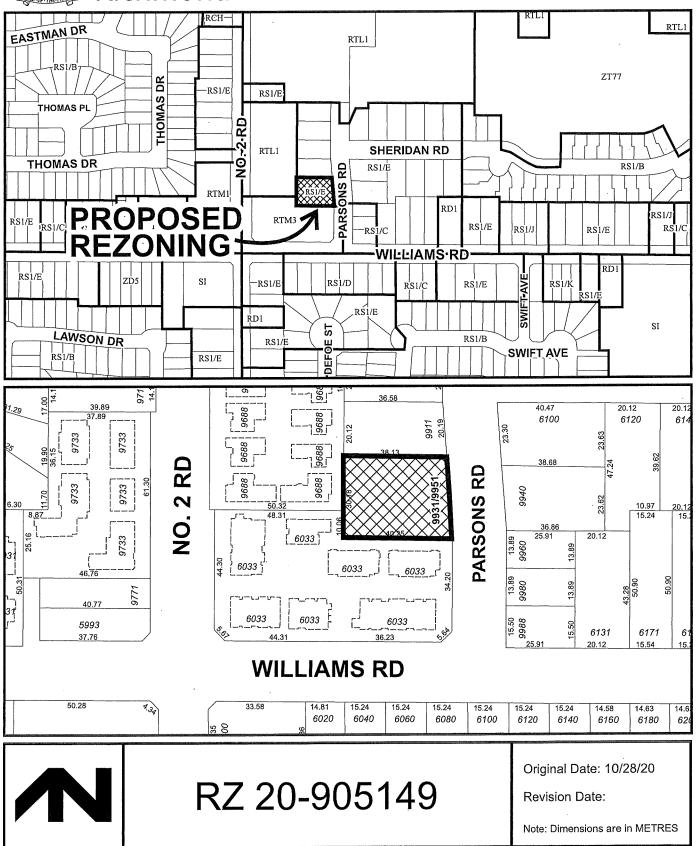
FIRST READINGFEB 0 8 2021Citry of
RichmondA PUBLIC HEARING WAS HELD ONMAR 1 5 2021Approved
by
J.H.SECOND READINGMAR 1 5 2021Approved
by
J.H.THIRD READINGMAR 1 5 2021Approved
by Director
or SolicitorOTHER CONDITIONS SATISFIEDMAR 0 3 2022

MAYOR

ADOPTED

CORPORATE OFFICER

City of Richmond



CNCL - 390