



City Council

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

**Monday, March 9, 2026
7:00 p.m.**

Pg. # ITEM

MINUTES

1. *Motion to:*
- CNCL-11 (1) *adopt the **minutes** of the Regular Council meeting held on February 23, 2026.*



AGENDA ADDITIONS & DELETIONS

PRESENTATION

Alex Kurnicki, Manager, Parks Programs, to present 2026 Richmond Street Banners.

COMMITTEE OF THE WHOLE

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

- 3. Delegations from the floor on Agenda items.

PLEASE NOTE THAT FOR LEGAL REASONS, DELEGATIONS ARE NOT PERMITTED ON ZONING OR OCP AMENDMENT BYLAWS WHICH ARE TO BE ADOPTED OR ON DEVELOPMENT PERMITS/DEVELOPMENT VARIANCE PERMITS – ITEM NO. 16.

- 4. *Motion to rise and report.*

RATIFICATION OF COMMITTEE ACTION

CONSENT AGENDA

PLEASE NOTE THAT ITEMS APPEARING ON THE CONSENT AGENDA WHICH PRESENT A CONFLICT OF INTEREST FOR COUNCIL MEMBERS MUST BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

CONSENT AGENDA HIGHLIGHTS

- Receipt of Committee minutes
- Richmond Public Art Program 2025 Annual Highlights and Public Art Advisory Committee 2026 Work Plan
- Fuel Purchases Agreement - 4refuel Canada LP
- Award of Contract – 8418P Provision for Managed Print Service
- Additional Information on Homelessness Outreach and Community Food Programs

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- Response to Metro Vancouver’s Pre-Consultation: Metro 2050 Amendment Options in Response to South of the Fraser Mayors’ Request
- Harmonization of the Basic Universal Housing Features with the BC Building Code “Adaptable Dwelling Unit” Regulations
- Housing Agreement (Moderate Market Rental Housing) (9000 No. 3 Road) Bylaw No. 10690 to Permit the City of Richmond to Secure Moderate Market Rental Units at 9000 No. 3 Road
- Housing Agreement Amendment Application by BC Housing and Polygon for Talistar Development at 3468 Ketcheson Court

5. *Motion to adopt Items No. 6 through No. 14 by general consent.*

Consent
Agenda
Item

6. **COMMITTEE MINUTES**

That the minutes of:

- CNCL-21 (1) *the **Parks, Recreation and Cultural Services Committee** meeting held on February 24, 2026;*
- CNCL-27 (2) *the **General Purposes Committee** meeting held on March 2, 2026;*
- CNCL-32 (3) *the **Finance and Audit Committee** meeting held on March 2, 2026;
and*
- CNCL-37 (4) *the **Planning Committee** meeting held on March 3, 2026;
be received for information.*

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Consent
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Item

7. **RICHMOND PUBLIC ART PROGRAM 2025 ANNUAL HIGHLIGHTS AND PUBLIC ART ADVISORY COMMITTEE 2026 WORK PLAN**
(File Ref. No. 11-7000-09-01) (REDMS No. 8276246)

CNCL-41

See Page CNCL-41 for full report

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE RECOMMENDATION

- (1) *That the Richmond Public Art Program 2025 Annual Highlights, as outlined in the report titled “Richmond Public Art Program 2025 Annual Highlights and Public Art Advisory Committee 2026 Work Plan”, dated February 2, 2026, from the Director, Arts, Culture and Heritage Services, be received for information; and*
- (2) *That the Richmond Public Art Advisory Committee 2026 Work Plan be approved.*



Consent
Agenda
Item

8. **FUEL PURCHASES AGREEMENT - 4REFUEL CANADA LP**
(File Ref. No. 03-1000-01) (REDMS No. 8292508)

CNCL-48

See Page CNCL-48 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

- (1) *That the Chief Administrative Officer and General Manager, Engineering & Public Works, be authorized to negotiate and execute a fuel supply and delivery contract with 4Refuel Canada LP for a five-year term, as outlined in the report titled “Fuel Purchases Agreement – 4Refuel Canada LP”, dated February 13, 2026, from the Director, Public Works; and*
- (2) *That the Chief Administrative Officer and General Manager, Engineering & Public Works, be authorized to negotiate and execute up to two additional one-year extensions of the fuel supply and delivery contract with 4Refuel Canada LP, as outlined in the report titled “Fuel Purchases Agreement – 4Refuel Canada LP”, dated February 13, 2026, from the Director, Public Works.*



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Consent
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Item

9. **AWARD OF CONTRACT – 8418P PROVISION FOR MANAGED PRINT SERVICE**
(File Ref. No. 04-1300-01) (REDMS No 8313065.)

CNCL-52

See Page CNCL-52 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

- (1) *That Contract 8418P Provision for Managed Print Services be awarded to Konica Minolta Solutions (Canada) Ltd., for a five-year term at an estimated contract value of \$1,944,750 exclusive of taxes, as described in the report titled “Award of Contract – 8418P Provision for Managed Print Services”, dated February 18, 2026, from the Director, Information Technology;*
- (2) *That the Chief Administrative Officer and the General Manager, Finance and Corporate Services be authorized to extend an additional five-year term valued at the amount of \$1,043,805, up to the maximum total term of ten years, for the maximum total amount of \$2,988,555, as described in the report titled “Award of Contract – 8418P Provision for Managed Print Services” dated February 18, 2026, from the Director, Information Technology; and*
- (3) *That the Chief Administrative Officer and the General Manager, Finance and Corporate Services be authorized to execute 8418P Provision for Managed Print Services and Related Services and all related documentation with Konica Minolta Solutions (Canada) Ltd.*



Consent
Agenda
Item

10. **ADDITIONAL INFORMATION ON HOMELESSNESS OUTREACH AND COMMUNITY FOOD PROGRAMS**
(File Ref. No. 08-4055-01) (REDMS No. 8326480)

CNCL-58

See Page CNCL-58 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

- (1) *That the report titled “Additional Information on Homelessness Outreach and Community Food Programs”, dated February 25, 2026 from the Director, Community Social Development, be received for information; and*
- (2) *That the report be distributed to Richmond Members of Parliament, Richmond Members of the Legislative Assembly and the Richmond School District (SD38).*



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Consent
Agenda
Item

11. **RESPONSE TO METRO VANCOUVER’S PRE-CONSULTATION: METRO 2050 AMENDMENT OPTIONS IN RESPONSE TO SOUTH OF THE FRASER MAYORS’ REQUEST**

(File Ref. No. 01-0157-30) (REDMS No. 8307869)

CNCL-79

See Page CNCL-79 for full report

PLANNING COMMITTEE RECOMMENDATION

That comments, as described in the report entitled “Response to Metro Vancouver’s Pre-Consultation: Metro 2050 Amendment Options in Response to South of the Fraser Mayors’ Request”, dated February 12, 2026, from the Director, Policy Planning, be endorsed and submitted to the Metro Vancouver Regional District Board as part of Metro Vancouver’s consultation process on potential amendments to the Regional Growth Strategy, Metro 2050.



Consent
Agenda
Item

12. **HARMONIZATION OF THE BASIC UNIVERSAL HOUSING FEATURES WITH THE BC BUILDING CODE “ADAPTABLE DWELLING UNIT” REGULATIONS**

(File Ref. No. 08-4000-01) (REDMS No. 8225045)

CNCL-94

See Page CNCL-94 for full report

PLANNING COMMITTEE RECOMMENDATION

That Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10728, to harmonize the existing provisions of the Basic Universal Housing Features (Section 4.16) with those described in Section 3.8.5, Adaptable Dwelling Unit, of the current British Columbia Building Code, be introduced and given first reading.



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Item

- 13. **HOUSING AGREEMENT (MODERATE MARKET RENTAL HOUSING) (9000 NO. 3 ROAD) BYLAW NO. 10690 TO PERMIT THE CITY OF RICHMOND TO SECURE MODERATE MARKET RENTAL UNITS AT 9000 NO. 3 ROAD**
(File Ref. No. 08-4057-05) (REDMS No. 8277470)

CNCL-143

See Page CNCL-143 for full report

PLANNING COMMITTEE RECOMMENDATION

That Housing Agreement (Moderate Market Rental Housing) (9000 No. 3 Road) Bylaw No. 10690 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of Section 483 of the Local Government Act, to secure the Moderate Market Rental homes required by Rezoning Application RZ 23-033712.



Consent
Agenda
Item

- 14. **HOUSING AGREEMENT AMENDMENT APPLICATION BY BC HOUSING AND POLYGON FOR TALISTAR DEVELOPMENT AT 3468 KETCHESON COURT**
(File Ref. No. 08-4057-05) (REDMS No. 8307643)

CNCL-174

See Page CNCL-174 for full report

PLANNING COMMITTEE RECOMMENDATION

That Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437, Amendment Bylaw No. 10743 be introduced and given first, second, and third readings.



CONSIDERATION OF MATTERS REMOVED FROM THE
CONSENT AGENDA

NON-CONSENT AGENDA ITEMS

FINANCE AND AUDIT COMMITTEE

Mayor Malcolm D. Brodie, Chair

15. **DCC AND ACC PUBLIC CONSULTATION UPDATE AND REFERRAL RESPONSE**

(File Ref. No. 03-0900-01) (REDMS No. 8301543)

CNCL-211

See Page CNCL-211 for full report

FINANCE AND AUDIT COMMITTEE RECOMMENDATION

Opposed: Mayor Brodie and Cllr. Wolfe

- (1) *That Option A, Freeze DCC Rates until March 2027, from the report titled “DCC and ACC Public Consultation Update and Referral Response”, dated February 6, 2026, from the Director, Finance, be endorsed;*
- (2) *That the Amendment DCC Bylaw be brought forward to the Inspectors of Municipalities for approval and to Council for adoption in order to capture the new Small-Scale Multi-Unit Housing (SSMUH) development category in the Amendment DCC Bylaw; and*
- (3) *That staff be directed to bring back options for Small-Scale Multi-Unit Housing (SSMUH) rates.*



PUBLIC ANNOUNCEMENTS AND EVENTS

NEW BUSINESS

Pg. # ITEM

BYLAWS FOR ADOPTION

CNCL-262 Traffic Bylaw No. 5870, Amendment **Bylaw No. 10718**
Opposed at 1st/2nd/3rd Readings – None.

CNCL-263 Richmond Zoning Bylaw 8500, Amendment **Bylaw No. 10731**
(Small-Scale Multi-Unit Housing)
Opposed at 1st/2nd/3rd Readings – None.

DEVELOPMENT PERMIT PANEL

16. RECOMMENDATION

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

- CNCL-265 (1) *That the **minutes** of the Development Permit Panel meeting held on February 25, 2026, and the **Chair's report** for the Development Permit Panel meeting held on June 11, 2025, be received for information; and*
- CNCL-305 (2) *That the recommendations of the Panel to authorize the issuance of Development Variance Permit (DV 24-012933) for the properties at 12791/12951 Blundell Road, be endorsed and the Permit so issued.*

PUBLIC DELEGATIONS ON NON-AGENDA ITEMS

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

CNCL-308 Alex Sagert to delegate with respect to **Brighthouse Park public safety**.

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18. *Motion to rise and report.*

ADJOURNMENT



Regular Council

Monday, February 23, 2026

Place: Council Chambers
Richmond City Hall

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

Corporate Officer – Claudia Jesson

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

RES NO. ITEM

MINUTES

R26/4-1 1. It was moved and seconded

That:

- (1) *the minutes of the Regular Council meeting held on February 9, 2026, be adopted as circulated;*
- (2) *the minutes of the Regular Council meeting for Public Hearings held on February 17, 2026, be adopted as circulated; and*
- (3) *the Metro Vancouver 'Board in Brief' dated January 30, 2026, be received for information.*

CARRIED



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Monday, February 23, 2026

COMMITTEE OF THE WHOLE

- R26/4-2 2. It was moved and seconded
That Council resolve into Committee of the Whole to hear delegations on agenda items (7:01 p.m.).

CARRIED

3. Delegations from the floor on Agenda items – None.

- R26/4-3 4. It was moved and seconded
That Committee rise and report (7:02 p.m.).

CARRIED

CONSENT AGENDA

- R26/4-4 5. It was moved and seconded
That Items No. 6 through No. 12A be adopted by general consent.

CARRIED

6. **COMMITTEE MINUTES**

That the minutes of:

- (1) the Community Safety Committee meeting held on February 10, 2026;*
- (2) the General Purposes Committee meeting held on February 17, 2026;*
- (3) the Planning Committee meeting held on February 18, 2026; and*
- (4) the Public Works and Transportation Committee meeting held on February 18, 2026;*

be received for information.

ADOPTED ON CONSENT



Regular Council
Monday, February 23, 2026

7. 2026 LOCAL GENERAL AND SCHOOL ELECTION APPOINTMENT OF CHIEF ELECTION OFFICER AND DEPUTY CHIEF ELECTION OFFICER

(File Ref. No. 12-8125-95-01) (REDMS No. 8303083)

- (1) *That Claudia Jesson be appointed as Chief Election Officer for the 2026 Local General and School Election; and,*
- (2) *That Evangel Biason be appointed as Deputy Chief Election Officer for the 2026 Local General and School Election.*

ADOPTED ON CONSENT

8. CITY OF VANCOUVER'S OFFICIAL DEVELOPMENT PLAN – OPPORTUNITY TO PROVIDE FEEDBACK

(File Ref. No. 01-0155-20-VANC1) (REDMS No. 8275213)

- (1) *That staff advise City of Vancouver staff that the City of Richmond has no concerns with the proposed Official Development Plan as prepared by the City of Vancouver; and*
- (2) *That consultation with the City of Vancouver continue on issues related to transportation initiatives that may impact access to and from the City of Richmond and collaborate on regional housing and homelessness.*

ADOPTED ON CONSENT

9. FOOD SECURITY AND AGRICULTURAL ADVISORY COMMITTEE 2025 ANNUAL REPORT AND 2026 WORK PROGRAM

(File Ref. No. 01-0100-30-AADV1-01) (REDMS No. 8276866)

- (1) *That the Food Security and Agricultural Advisory Committee 2025 Annual Report, as presented in the staff report titled “Food Security and Agricultural Advisory Committee 2025 Annual Report and 2026 Work Program” dated February 2, 2026 from the Director, Policy Planning, be received for information; and*
- (2) *That the Food Security and Agricultural Advisory Committee’s 2026 Work Program be approved.*

ADOPTED ON CONSENT



Regular Council
Monday, February 23, 2026

**10. RICHMOND ADVISORY COMMITTEE ON THE ENVIRONMENT
2025 ANNUAL REPORT AND 2026 WORK PROGRAM**

(File Ref. No. 01-0100-30-ACEN1-01) (REDMS No. 8296510)

- (1) *That the Richmond Advisory Committee on the Environment 2025 Annual Report as presented in the staff report titled “Richmond Advisory Committee on the Environment 2025 Annual Report and 2026 Work Program”, dated February 2, 2026 from the Director, Policy Planning, be received for information; and*
- (2) *That the Advisory Committee on the Environment’s 2026 Work Program be approved.*

ADOPTED ON CONSENT

11. REVIEW OF REQUIREMENT FOR BIKE BELLS

(File Ref. No. (12-8060-20-010718) (REDMS No. 8168009, 8287965, 8287965)

- (1) *That Option 3 as described in the report titled “Review of Requirement for Bike Bells” dated January 19, 2026, from the Director, Transportation be approved; and*
- (2) *That the Traffic Bylaw No. 5870, Amendment Bylaw No. 10718, to include the provision of bicycle bells, be introduced and given first, second and third readings; and*
- (3) *That a letter be sent to the Minister of Transportation and Transit, the Minister of Public Safety and Richmond Members of the Legislative Assembly, seeking changes to the Motor Vehicle Act to mandate bike bells throughout the Province.*

ADOPTED ON CONSENT



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12A. ZONING AMENDMENTS RELATING TO VEHICLE PARKING, ACCESS AND MANOEUVRING FOR SMALL-SCALE MULTI-UNIT HOUSING

(File Ref. No. 12-8060-20-010731) (REDMS No. 8233122, 8239946)

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10731, to clarify vehicle parking, access, and manoeuvring provisions associated with Small-Scale Multi-Unit Housing (SSMUH) and small car space provisions associated with all residential development, including SSMUH, be introduced and given first, second and third reading.

ADOPTED ON CONSENT

NON-CONSENT AGENDA ITEMS

GENERAL PURPOSES COMMITTEE

Mayor Malcolm D. Brodie, Chair

13. RICHMOND CELEBRATES SOCCER SIGNATURE EVENT LOCATION AND PROPOSED BUSINESS TERMS FOR A CONTRIBUTION AGREEMENT

(File Ref. No. 11-7400-20-FIFA1) (REDMS No. 8266365, 8288826, 8327241, 8332601)

R26/4-5

It was moved and seconded

(1) That Option 1 - Aberdeen Neighbourhood Park be approved as the preferred location for the Richmond Celebrates Soccer Signature Event as detailed in the report titled "Richmond Celebrates Soccer Signature Event Location and Proposed Business Terms for a Contribution Agreement", dated January 26, 2026, from the Director Arts, Culture and Heritage Services;



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- (2) *That the proposed business terms, as detailed in Table 3 in the report titled "Richmond Celebrates Soccer Signature Event Location and Proposed Business Terms for a Contribution Agreement", be approved for the development of contribution agreements with Tourism Richmond and the Richmond Hotel Association; and*
- (3) *That staff be authorized to take all necessary steps to complete all matters detailed herein including authorizing the Chief Administrative Officer, and the General Manager, Parks, Recreation and Culture, to negotiate and execute the contribution agreements and related documentation with Tourism Richmond and the Richmond Hotel Association for the Richmond Celebrates Soccer program.*

Discussion ensued with respect to (i) limited street parking and potential road closures should the Signature Event be held at Aberdeen Neighborhood Park, (ii) limited parking capacity at Minoru Park Oval for such an event and (iii) the opportunity to showcase Aberdeen Neighborhood park.

There was an agreement to deal with Part (1) and (2) (3) separately.

The question on Part (1) of Resolution R26/4-5 was then called and it was **CARRIED** with Cllr. Day opposed.

The question on Parts (2) and (3) of Resolution R26/4-5 was then called and it was **CARRIED**.

14. **ANALYSIS OF FINANCIAL RESOURCES AND REQUIREMENTS OF REFUGE CHURCH, THE SALVATION ARMY AND PARISH OF ST. ALBAN'S**

(File Ref. No. (03-1085-01; 03-1075-20) (REDMS No. 8310784)

R26/4-6

It was moved and seconded

- (1) *That funding Option 2 for Refuge Church, in the amount of \$75,000, with funding coming from the Council Community Initiative Account, as outlined in the report titled "Analysis of Financial Resources and Requirements of Refuge Church, The Salvation Army and Parish of St. Alban's", dated February 13, 2026 from the Director, Community Social Development, be approved; and*



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- (2) *That funding Option 2 for The Salvation Army, in the amount of \$20,000, with funding coming from the Council Community Initiative Account, as outlined in the report titled “Analysis of Financial Resources and Requirements of Refuge Church, The Salvation Army and Parish of St. Alban’s”, dated February 13, 2026 from the Director, Community Social Development, be approved.*

Discussion ensued with respect to tabling the motion until the General Purposes Meeting on March 2, 2026, when the referral response regarding homelessness outreach and Community food programs will be brought forward.

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

R26/4-7

It was moved and seconded

- (1) *That funding Option 2 for Refuge Church, in the amount of \$75,000, with funding coming from the Council Community Initiative Account, as outlined in the report titled “Analysis of Financial Resources and Requirements of Refuge Church, The Salvation Army and Parish of St. Alban’s”, dated February 13, 2026 from the Director, Community Social Development, be tabled until a forthcoming report providing a wider scan of food security organizations is presented at the March 2, 2026 General Purposes Committee Meeting.*



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- (2) *That funding Option 2 for The Salvation Army, in the amount of \$20,000, with funding coming from the Council Community Initiative Account, as outlined in the report titled “Analysis of Financial Resources and Requirements of Refuge Church, The Salvation Army and Parish of St. Alban’s”, dated February 13, 2026 from the Director, Community Social Development, be tabled until a forthcoming report providing a wider scan of food security organizations is presented at the March 2, 2026 General Purposes Committee Meeting.*

The question on Resolution R26/4-7 was not called as discussion ensued with respect to (i) the referral report being brought forward to General Purposes Committee on March 2 that will give a better understanding of the metrics of need in relation to programs for people experiencing food insecurity, (ii) the need to focus funding where it is needed most, (iii) the importance of maintaining services for these organizations, without additional funding, they anticipate a reduction in their services, and (iv) the possible need to increase the grant programs budgets as needs continue to grow.

Staff noted that tabling the motion until March 2 will not delay funding to the organizations, should Council approve funding at that time.

The question on Resolution R26/4-7 was then called and it was **DEFEATED ON A TIE VOTE** with Cllrs. Day, Gillanders, Heed and Wolfe opposed.

Discussion ensued with respect to (i) last year’s additional funding for the organizations being a one-time funding request, (ii) the essential work all three organizations do and the need for them to maintain their current level of services, (iii) accountability regarding services provided by the outreach workers and the use of funding, and (v) the additional funding request from the Parish of St. Alban’s to support the Wednesday Food Hamper program.

The question on Resolution R26/4-6 was then called and it was **CARRIED** with Mayor Brodie, Cllrs. Loo and McNulty opposed.

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

R26/4-8

It was moved and seconded



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That funding Option 2 for the Parish of St. Alban's, in the amount of \$26,416, with funding coming from the Council Community Initiative Account, as outlined in the report titled "Analysis of Financial Resources and Requirements of Refuge Church, The Salvation Army and Parish of St. Alban's", dated February 13, 2026 from the Director, Community Social Development, be approved.

Discussion ensued with respect to this being a one-time funding request, as the Richmond School District has discontinued the food hamper program. The additional funding would restore this essential service while the School District seeks alternative funding sources.

The question on Resolution R26/4-8 was then called and it was **CARRIED** with Mayor Brodie, Cllrs. Loo and McNulty opposed.

PUBLIC ANNOUNCEMENTS

Mayor Brodie advised that:

Johann Baart has been appointed to the Advisory Committee on the Environment for a term to expire on December 31, 2026;

Jennifer Chang has been appointed to the Richmond Tourism Association's Board of Directors for the remainder of the two-year term set to expire at the 2027 Tourism Richmond Annual General Meeting; and

The following people have been appointed to the Richmond Tourism Association's Board of Directors for a further two-year term to expire at the 2027 Tourism Richmond Annual General Meeting:

- Susan Stiene; and
- Janeil Mackay.



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BYLAW FOR ADOPTION

- R26/4-9 It was moved and seconded
That Revenue Anticipation Borrowing (2026) Bylaw No. 10738 be adopted:
CARRIED

DEVELOPMENT PERMIT PANEL

- R26/4-10 15. It was moved and seconded
*That the minutes of the Development Permit Panel meeting held on
January 14, 2026, be received for information.*
CARRIED

ADJOURNMENT

- R26/4-11 It was moved and seconded
That the meeting adjourn (7:57 p.m.).
CARRIED

Certified a true and correct copy of the
Minutes of the Regular meeting of the
Council of the City of Richmond held on
Monday, February 23, 2026.

Mayor (Malcolm D. Brodie)

Corporate Officer (Claudia Jesson)



Parks, Recreation and Cultural Services Committee

Date: Tuesday, February 24, 2026
Place: Anderson Room
Richmond City Hall
Present: Councillor Michael Wolfe, Chair
Councillor Laura Gillanders
Councillor Andy Hobbs
Councillor Bill McNulty
Also Present: 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 Parks, Recreation and Cultural Services Committee held on January 27, 2026, be adopted as circulated.

CARRIED

DELEGATIONS

1. (1) With the aid of a PowerPoint presentation (copy on file, City Clerk's Office), Dr. Rebecca Harbut, Chair, Department of Sustainable Agriculture, Kwantlen Polytechnic University (KPU), presented the KPU Farm at Garden City Lands 2025 Activity Report.

Parks, Recreation & Cultural Services Committee
Tuesday, February 24, 2026

Discussion ensued regarding (i) the operational capacity of the KPU Farm and a forthcoming feasibility study outlining a defined and costed scope, (ii) the Garden City Legacy Landscape Plan and Garden City Lands Park Development Plan, which includes agricultural fields managed with sustainable practices by KPU, (iii) GAP (Good Agricultural Practices) certification of two crop groups, which allows the KPU Farm to sell produce to wholesale buyers requiring GAP certification, (iv) challenges for young farmers, (v) hands-on learning at the KPU Research and Teaching Farm, (vi) management plans for species at risk, (vii) established connections with the Musqueam First Nation, and (viii) the need for a learning space, with the barn being used for storage .

- (2) With the aid of a PowerPoint presentation (copy on file, City Clerk's Office), Jane Fernyhough, Board Chairperson, and Andrew Wade, Executive Director, Richmond Arts Coalition, presented the Richmond Arts Coalition Annual Report.

In response to a query from Committee, Mr. Wade advised that arts news, events, and opportunities are communicated through a comprehensive monthly newsletter and the Richmond Arts Coalition website.

- (3) Linda Barnes and Joanne Teraguchi, Board Co-Chairs, Steveston Historical Society, spoke to Steveston Historical Society's 50th Anniversary Celebration planned activities and request for staff assistance, referencing their submission (attached to and forming part of these minutes as Schedule 1).

Discussion ensued regarding (i) the possibility of including the Steveston Historical Society's proposed mural on the Pacific Net and Twine building in the City's Community Mural Program, (ii) the nature of the assistance requested of the City, including support in obtaining the Heritage Alteration Permit, (iii) the existing mural on the west side of the Pacific Net and Twine building, and (iv) the costs associated with the mural and preliminary discussions with artists.

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

It was moved and seconded

Parks, Recreation & Cultural Services Committee
Tuesday, February 24, 2026

That the presentation from the Steveston Historical Society on February 24, 2026, be referred to staff to examine ways in which the City can provide assistance on the development of the mural on the Pacific Net and Twine Building, including obtaining the related Heritage Alteration Permit, and any other activities that may be envisioned for the Steveston Historical Society's 50th Anniversary celebration.

CARRIED

PARKS, RECREATION & CULTURE DIVISION

2. RICHMOND PUBLIC ART PROGRAM 2025 ANNUAL HIGHLIGHTS AND PUBLIC ART ADVISORY COMMITTEE 2026 WORK PLAN
(File Ref. No. 11-7000-09-01) (REDMS No. 8276246)

In response to a query from Committee, staff advised that information regarding the locations of public art, including descriptions of the artworks and the artists, is available on the City's website through the Public Art Registry, as well as in brochures distributed at City facilities, including the Cultural Centre, community centres, and City Hall.

The following **referral motion** was introduced:

It was moved and seconded

That staff examine ways in which the City can increase funding for the Public Art Program in relation to the Community Mural Program, including increasing developer contributions to the Public Art Program.

The question on the referral motion was not called as discussion ensued regarding (i) contributions to the Public Art Program, including the Community Mural Program, (ii) consideration of possible revisions to the Public Art Program Policy, (iii) the City's developer contributions being in line with other municipalities, and (iv) Council's consideration of funding through the annual budget process.

Staff advised that a memorandum outlining funding over the last 5-10 years in relation to the Public Art Program can be provided to Committee.

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

It was moved and seconded

(1) *That the Richmond Public Art Program 2025 Annual Highlights, as outlined in the report titled "Richmond Public Art Program 2025 Annual Highlights and Public Art Advisory Committee 2026 Work Plan", dated February 2, 2026, from the Director, Arts, Culture and Heritage Services, be received for information; and*

3.

Parks, Recreation & Cultural Services Committee
Tuesday, February 24, 2026

- (2) *That the Richmond Public Art Advisory Committee 2026 Work Plan be approved.*

CARRIED

3. **MAINTENANCE AND UPKEEP OF CITY OWNED STREET TREES ON FAIRFAX CRESCENT AND SEAFAIR DRIVE**

(File Ref. No. 11-7200-01) (REDMS No. 8256810)

Discussion ensued regarding (i) the City maintaining an inventory of approximately 56,000 trees in streets and parks and receiving an average of 1,800 service requests annually, (ii) urban forest trees being primarily managed through a reactive, request-based model, (iii) the Public Tree Management Strategy vision outlining a long-term goal to transition toward a more proactive and preventative management model, (iv) the higher number of service requests generated by the Seafair community compared to other neighbourhoods, with the elevated demand largely attributable to the greater size and maturity of the tree population in the Seafair area, (v) the annual operating budget for the Urban Forestry program, which includes tree maintenance, planting, inventory management, and development, and the importance of an additional tree pruner, (vi) staff currently reviewing proactive maintenance cycles, which will require long-term investment in staffing and equipment, (vii) maintenance of shrubbery and trees as outlined in the Boulevard Maintenance Regulation Bylaw, (viii) the recommended actions in Seafair being accommodated within existing operational budgets, (ix) tree cutting carried out using standard arboricultural practices as outlined in the Tree Protection Bylaw, and (x) one tree requiring the removal of invasive English ivy, as identified through the tree inspections.

It was moved and seconded

That the report titled “Maintenance and Upkeep of City Owned Street Trees on Fairfax Crescent and Seafair Drive”, dated February 2, 2026, from the Director, Parks Services, be received for information.

CARRIED

4. **MANAGER’S REPORT**

- (i) *Ships to Shore and Richmond Celebrates Soccer*

Staff advised that planning for the Kaiwo Maru – King of the Sea 2026 and Richmond Celebrates Soccer events are underway.

Discussion ensued regarding (i) viewing parties and activities organized by Community Associations and (ii) working closely with Tourism Richmond for Richmond Celebrates Soccer programming.

Parks, Recreation & Cultural Services Committee
Tuesday, February 24, 2026

(ii) Spring Break in Richmond

Staff highlighted the various recreation, nature, science, and arts opportunities offered for Richmond children and families throughout the upcoming spring break (March 14-29), including a variety of open gym and skating and swimming drop-in activities.

A brief discussion ensued regarding youth activities at Bowling Green Community Activity Centre and UBC Boathouse.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (5:26 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Parks, Recreation and Cultural Services Committee of the Council of the City of Richmond held on Tuesday, February 24, 2026.

Councillor Michael Wolfe
Chair

Shannon Unrau
Legislative Services Associate

From: [Linda Barnes](#)
To: [CityClerk](#)
Cc: [Michael Wolfe](#); [Fenwick, Marie](#); [Clarke, Rebecca](#); [Joanne Teraguchi](#); [Lori Gelz](#)
Subject: SHS presentation re: Society's 50th Anniversary plans
Date: February 22, 2026 11:19:07 PM

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

July 28, 2026 is Steveston Historical Society's 50th Anniversary. We are planning several events;

Public celebration July 26 (Sunday) with music, cultural displays and activities honouring Steveston's

Past and present

Private celebration for dignitaries including Society Pioneers

Street banners throughout Steveston in July & August

Pioneer reminiscence tea and video

Steveston Alive! Walking Tours

On This Spot - Steveston presentation

Legacy Mural depicting Steveston's Historic Sites as seen through a cultural lens

Street directional Map

These plans are still in development.

We have started fundraising and have been able to raise just shy of \$10,000 to date, with possible grant &

Other funding pending. Tourism Richmond, Orca Adventures, Conway Holdings, London Farms Society and

Britannia National Heritage Society are amongst our current sponsors.

SHS would appreciate any assistance the city can provide to assist us in these projects. As examples:

Heritage Alteration Permit application assistance for mural

Parks - pruning and planning for the mural along the Pacific Net & Twine building. Kris Nakashima has

Graciously granted permission to use their wall adjacent to Town Square Park.

The mural process itself would greatly be appreciated.

I'm sure there are many other ways will require City staff support as we come closer to this landmark event

That we have not considered as yet.

We are working closely with other groups in the village including Steveston JC Cultural Centre Advisory Committee. It's a very busy year for Steveston and the city, what with the arrival of the Kaiwo Maru, construction of

The community centre, FIFA and simply regular summer activities. We are all stretched but we work

Better together.

As one of Richmond's oldest Societies we ask for your assistance where possible to help make this an

event to remember for the next 50 years!

Cheers

Linda Barnes



General Purposes Committee

Date: Monday, March 2, 2026

Place: Anderson Room
Richmond City Hall

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

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

MINUTES

It was moved and seconded
That the minutes of the meeting of the General Purposes Committee held on February 17, 2026, be adopted as circulated.

CARRIED

DELEGATIONS

1. With the aid of a PowerPoint presentation (copy on-file, City Clerk's Office), Donald Trapp, Executive Project Director, Fraser River Tunnel Project, TI Corp provided an update on the Steveston Interchange Project highlighting that the new lane structure with both phases and five lanes has been fully operational since December 2025.

General Purposes Committee
Monday, March 2, 2026

With respect to the Fraser River Tunnel projects, the delegation noted that (i) the investigative works will wind down as 2026 progresses and the site will be taken over by early construction works, (ii) early construction works will proceed through 2026, with work that began in January with tree clearing, and is leading into utility relocations, in spring, site preparation, earthworks, casting basin and north approach works will begin, and in the summer, in-river works will include piled structures such as a temporary trestle bridge connecting Delta to Deas Island and temporary jetties on both side of the Fraser River, (iii) major construction works will start in 2027, and (iv) Community Engagement occurred in September 2025, including two sessions with active transportation groups to review multi-use pathway safety and design. The same representatives will convene on March 12, 2026 to report on feedback received and how it has been incorporated.

2. **SISTER CITY ADVISORY COMMITTEE YEAR IN REVIEW**

(File Ref. No. 01-0135-04-01) (REDMS No. 8272661)

It was moved and seconded

That the report titled “Sister City Advisory Committee – 2025 Year in Review”, dated February 5, 2026, from the Director, Intergovernmental Relations and Corporate and Strategic Planning, be received for information.

The question on the motion was not called as in response to a query from Committee, staff noted that the Wakayama City School Exchange and the Steveston Kendo Club Exchange visits were well received, with youth reporting positive experiences staying with host families in Japan and Richmond, enjoying cultural exchange and forming meaningful friendships.

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

ENGINEERING AND PUBLIC WORKS DIVISION

3. **FUEL PURCHASES AGREEMENT - 4REFUEL CANADA LP**

(File Ref. No. 03-1000-01) (REDMS No. 8292508)

It was moved and seconded

(1) That the Chief Administrative Officer and General Manager, Engineering & Public Works, be authorized to negotiate and execute a fuel supply and delivery contract with 4Refuel Canada LP for a five-year term, as outlined in the report titled “Fuel Purchases Agreement – 4Refuel Canada LP”, dated February 13, 2026, from the Director, Public Works; and

General Purposes Committee
Monday, March 2, 2026

- (2) *That the Chief Administrative Officer and General Manager, Engineering & Public Works, be authorized to negotiate and execute up to two additional one-year extensions of the fuel supply and delivery contract with 4Refuel Canada LP, as outlined in the report titled “Fuel Purchases Agreement – 4Refuel Canada LP”, dated February 13, 2026, from the Director, Public Works.*

CARRIED

FINANCE AND CORPORATE SERVICES

4. AWARD OF CONTRACT – 8418P PROVISION FOR MANAGED PRINT SERVICE

(File Ref. No. 04-1300-01) (REDMS No 8313065.)

It was moved and seconded

- (1) *That Contract 8418P Provision for Managed Print Services be awarded to Konica Minolta Solutions (Canada) Ltd., for a five-year term at an estimated contract value of \$1,944,750 exclusive of taxes, as described in the report titled “Award of Contract – 8418P Provision for Managed Print Services”, dated February 18, 2026, from the Director, Information Technology;*
- (2) *That the Chief Administrative Officer and the General Manager, Finance and Corporate Services be authorized to extend an additional five-year term valued at the amount of \$1,043,805, up to the maximum total term of ten years, for the maximum total amount of \$2,988,555, as described in the report titled “Award of Contract – 8418P Provision for Managed Print Services” dated February 18, 2026, from the Director, Information Technology; and*
- (3) *That the Chief Administrative Officer and the General Manager, Finance and Corporate Services be authorized to execute 8418P Provision for Managed Print Services and Related Services and all related documentation with Konica Minolta Solutions (Canada) Ltd.*

CARRIED

General Purposes Committee
Monday, March 2, 2026

5. **ADDITIONAL INFORMATION ON HOMELESSNESS OUTREACH AND COMMUNITY FOOD PROGRAMS**

(File Ref. No. 08-4055-01) (REDMS No. 8326480)

Staff noted that the Salvation Army no longer provides Sunday morning meals effective March 1, 2026, but the Sunday evening meal remains in operation.

In response to queries from Committee, staff advised that (i) a total of 175 individuals were identified in the 2025 homeless count, categorized as sheltered or unsheltered, (ii) sheltered includes those in emergency shelters, temporary winter shelters, transition housing, individuals with no fixed address who are in jail, detox facilities or in hospital, reflecting a specific definition of sheltered, (iii) unsheltered individuals who met the criteria or definition of experiencing homelessness during the 24 hour count period, identified as an individual who does not have a place to stay where they pay rent, (iv) the Provincial government through their Feeding Futures Program funds the list of school-based food programs for the Richmond School District, (v) individuals living in cars or RV's, for the definition of the homeless count, would be considered to be unsheltered,(vi) the Food Bank continued to experience substantial demand for its services in 2024, supporting 10,005 unique individuals and 4,501 households in Richmond, (vii) the food bank considers a newcomer to be anyone who has arrived in Canada in the last 10 years, (viii) each year, before the Health, Social, and Safety Grant intake, staff offer an information session to help strengthen grant applications, (ix) previously, a grant writing workshop was held in collaboration with the Richmond Foundation, staff can engage with them for further support, and (x) the City outreach team engages individuals outdoors and, when on private property, meets them on nearby public property to provide services without trespassing.

Discussion ensued with respect to (i) affordable housing options to help deal with homelessness in the City, (ii) maintaining, updating and distributing the report as a living document, (iii) individuals sheltering in vehicles, (iv) reviewing the grant program and budget, (v) the City's investments in homelessness and food security supports, (vi) the 11 organizations delivering site-based or street outreach services to individuals at risk of or experiencing homelessness in Richmond, (vii) the definition of homelessness, (viii) increasing coordination between different groups and organizations that are providing support to individuals experiencing homelessness, and (ix) upcoming city plans and updates addressing homelessness and food security projects.

It was moved and seconded

General Purposes Committee
Monday, March 2, 2026

- (1) *That the report titled “Additional Information on Homelessness Outreach and Community Food Programs”, dated February 25, 2026 from the Director, Community Social Development, be received for information; and*
- (2) *That the report be distributed to Richmond Members of Parliament, Richmond Members of the Legislative Assembly and the Richmond School District (SD38).*

CARRIED

ADJOURNMENT

It was moved and seconded
That the meeting adjourn (4:55 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 2, 2026.

Mayor Malcolm D. Brodie
Chair

Raman Grewal
Legislative Services Associate



Finance and Audit Committee

Date: Monday, March 2, 2026

Place: Anderson Room
Richmond City Hall

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

Call to Order: The Chair called the meeting to order at 4:56 p.m.

MINUTES

It was moved and seconded

That the minutes of the meeting of the Finance and Audit Committee held on February 2, 2026, be adopted as circulated.

CARRIED

FINANCE AND CORPORATE SERVICES DIVISION

1. **ANNUAL PROCUREMENT REPORT**

(File Ref. No. 02-0745-01) (REDMS No. 8270212)

Discussion ensued with respect to contracts awarded in 2025, including #6 Corporate Leadership Training, #47 Construction Management Consultant Services – Major Projects, #51 Steveston Park Washroom and Electrical Distribution Centre, and #56 Gilbert Road Multi-Use Pathway between Granville Avenue and Elmbridge Way.

Staff advised that they will provide Council with a memorandum clarifying what the discussed awards of contracts entail.

Finance and Audit Committee
Monday, March 2, 2026

In response to queries from Committee, staff noted that (i) the Steveston Park washroom is included in the Steveston Community Centre overall budget, (ii) the Gilbert multi-use pathway is largely funded by the federal government, (iii) Corporate Leadership training delivers internal programs at all levels of the organization, reducing the need to send employees to external conferences, and (iv) the City is not Provincial Services Tax (PST) exempt, staff are currently assessing what the impact of PST will be on the procured services.

It was moved and seconded

That the report titled “2025 Annual Procurement Report”, dated February 10, 2026, from the Director, Finance, be received for information.

CARRIED

2. DCC AND ACC PUBLIC CONSULTATION UPDATE AND REFERRAL RESPONSE

(File Ref. No. 03-0900-01) (REDMS No. 8301543)

In response to queries from Committee, staff advised that (i) in the absence of the density bonusing tool after June 30, 2026, staff suggest that the proposed Amenity Cost Charges (ACC) bylaw be established by July 1, 2026, to enable the City to use ACC as an alternate development-financing tool to collect from all new developments throughout the City to fund growth-related amenities, (ii) the City engaged in two months of public consultation which included three in-person public engagement sessions where the development industry were invited to attend and provide feedback, it also included public participation through email, (iii) the ACC rates apply to the whole city, and (v) Regional Development Cost Charges (DCC) include the Metro Vancouver DCC as well as the TransLink DCC. In 2025, Metro Vancouver adopted a bylaw introducing a three-year phase-in, with DCC increasing by an average of 50% per year.

Councillor Wolfe left the meeting (5:08 p.m.) and returned to the meeting (5:11 p.m.).

Staff were directed to provide a memorandum with a breakdown comparing various sizes of development types and the Development Cost Charges (DCC) they will be charged.

Finance and Audit Committee
Monday, March 2, 2026

Discussion ensued with respect to (i) proposed DCC and ACC rates being charged on dwelling units versus square footage, (ii) the inability to use the density bonusing tool as a source of funding for important City amenities, (iii) incentivizing developers now that density bonusing will no longer be a viable tool, (iv) uncertainty in the development market, (v) possibility of freezing DCC rates and reviewing the ACC Bylaw at a later date, (vi) DCC and ACC amounts charged on various development types, (vii) the use of ACC being an important development-financing tool for the City, and (viii) burden of City growth on tax payers.

In response to further queries from Committee, staff advised that (i) pausing the DCC rate increase could result in a larger future rate hike, the development industry prefers smaller, gradual increases over a one time spike, (ii) any in- steam applications will be grandfathered with the current rates for 12 months, and (iii) the current balance of uncommitted DCC as of December 31, 2025 is approximately \$180 million and committed approximately \$60 million.

It was moved and seconded

- (1) *That the Amendment DCC Imposition Bylaw with an effective date of January 1, 2027, as recommended under Option C of the report titled “DCC and ACC Public Consultation Update and Referral Response”, dated February 6, 2026, from the Director, Finance, be endorsed as the basis for staff to prepare the Amendment DCC Imposition Bylaw; and*
- (2) *That the ACC Imposition Bylaw with an effective date of July 1, 2026, as recommended in the report titled “DCC and ACC Public Consultation Update and Referral Response”, dated February 6, 2026, from the Director, Finance, be endorsed as the basis to prepare the necessary ACC Bylaws.*

DEFEATED

OPPOSED: Cllrs. Day
Gillanders
Heed
Hobbs
McNulty
Loo

It was moved and seconded

- (1) *That Option A, Freeze DCC Rates until March 2027, from the report titled “DCC and ACC Public Consultation Update and Referral Response”, dated February 6, 2026, from the Director, Finance, be endorsed;*

Finance and Audit Committee
Monday, March 2, 2026

- (2) *That the Amendment DCC Bylaw be brought forward to the Inspectors of Municipalities for approval and to Council for adoption in order to capture the new Small-Scale Multi-Unit Housing (SSMHU) development category in the Amendment DCC Bylaw; and*
- (3) *That staff be directed to bring back options for Small-Scale Multi-Unit Housing (SSMHU) rates.*

Discussion ensued with respect to freezing the DCC rate for a year and staff returning with options for increases.

Staff advised that they will bring back to Council options for SSMHU DCC rates for approval.

CARRIED

Opposed: Mayor Brodie
Cllr. Wolfe

In response to queries from Committee, staff advised that if the ACC is delayed for a year it can still be applied after a year.

Discussion ensued with respect to light industrial, commercial and institutional uses as they pertain to ACC rates, and gaining a better understanding of what has been already been built and is being built which will assist in understanding what ACC values will look like.

It was moved and seconded

That the Amenity Cost Charges (ACC) discussion be referred to staff to provide more information and options on ACC rates and classifications.

CARRIED

Opposed: Cllr. Wolfe

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (5:55 p.m.).

CARRIED

Finance and Audit Committee
Monday, March 2, 2026

Certified a true and correct copy of the Minutes of the meeting of the Finance and Audit Committee of the Council of the City of Richmond held on Monday, March 2, 2026.

Mayor Malcolm D. Brodie
Chair

Raman Grewal
Legislative Services Associate



Planning Committee

Date: Tuesday, March 3, 2026
Place: Anderson Room
Richmond City Hall
Present: Councillor Bill McNulty, Chair
Councillor Alexa Loo
Councillor Carol Day
Councillor Andy Hobbs
Also Present: Councillor Michael Wolfe (by teleconference)
Call to Order: The Chair called the meeting to order at 4:00 p.m.

MINUTES

It was moved and seconded
That the minutes of the meeting of the Planning Committee held on February 18, 2026, be adopted as circulated.

CARRIED

PLANNING AND DEVELOPMENT DIVISION

1. **RESPONSE TO METRO VANCOUVER'S PRE-CONSULTATION:
METRO 2050 AMENDMENT OPTIONS IN RESPONSE TO SOUTH
OF THE FRASER MAYORS' REQUEST**

(File Ref. No. 01-0157-30) (REDMS No. 8307869)

Staff provided an overview of the report, highlighting that the report responds to Metro Vancouver's request for pre-consultation input on potential changes to Metro Vancouver's Regional Growth Strategy (RGS), Metro 2050. Three South of the Fraser municipalities expressed that the current RGS amendment framework is limiting their ability to accommodate the region's growing demand for housing, employment lands, and essential services. As part of

1.

Planning Committee
Tuesday, March 3, 2026

Metro Vancouver's consultation process, the City of Richmond has been invited to provide written comments on the proposed amendments by March 20, 2026.

Discussion ensued regarding (i) reclassifying some amendments to require lower decision-making thresholds, (ii) adding new Special Study Areas for inclusion in Metro 20250, (iii) densifying industrial land, (iv) the collaborative effort between municipalities and Metro Vancouver, and (v) amendment opportunities for properties contiguous with the Urban Containment Boundary.

In response to a query from Committee, staff advised that (i) Type 1 amendments require an amendment bylaw to be passed by a 50% +1 weighted vote of the Metro Vancouver Regional District (MVRD) Board and unanimous acceptance by all affected local governments, (ii) Type 2 amendments require an amendment bylaw to be passed by a two-thirds weighted vote of the MVRD Board, but does not require unanimous local government acceptance, and (iii) Type 3 amendments require an amendment bylaw to be passed by a 50% +1 weighted vote of the MVRD Board, but local government acceptance is not required.

It was moved and seconded

That comments, as described in the report entitled "Response to Metro Vancouver's Pre-Consultation: Metro 2050 Amendment Options in Response to South of the Fraser Mayors' Request", dated February 12, 2026, from the Director, Policy Planning, be endorsed and submitted to the Metro Vancouver Regional District Board as part of Metro Vancouver's consultation process on potential amendments to the Regional Growth Strategy, Metro 2050.

CARRIED

2. **HARMONIZATION OF THE BASIC UNIVERSAL HOUSING FEATURES WITH THE BC BUILDING CODE "ADAPTABLE DWELLING UNIT" REGULATIONS**

(File Ref. No. 08-4000-01) (REDMS No. 8225045)

It was moved and seconded

That Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10728, to harmonize the existing provisions of the Basic Universal Housing Features (Section 4.16) with those described in Section 3.8.5, Adaptable Dwelling Unit, of the current British Columbia Building Code, be introduced and given first reading.

CARRIED

DEPUTY CAO'S OFFICE

3. **HOUSING AGREEMENT (MODERATE MARKET RENTAL HOUSING) (9000 NO. 3 ROAD) BYLAW NO. 10690 TO PERMIT THE CITY OF RICHMOND TO SECURE MODERATE MARKET RENTAL UNITS AT 9000 NO. 3 ROAD**

(File Ref. No. 08-4057-05) (REDMS No. 8277470)

Discussion ensued regarding the timeline of the proposed development.

In response to a query from Committee, staff advised that the application is being fast-tracked as the proposed development consists of 100% rental housing.

It was moved and seconded

That Housing Agreement (Moderate Market Rental Housing) (9000 No. 3 Road) Bylaw No. 10690 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of Section 483 of the Local Government Act, to secure the Moderate Market Rental homes required by Rezoning Application RZ 23-033712.

CARRIED

4. **HOUSING AGREEMENT AMENDMENT APPLICATION BY BC HOUSING AND POLYGON FOR TALISTAR DEVELOPMENT AT 3468 KETCHESON COURT**

(File Ref. No. 08-4057-05) (REDMS No. 8307643)

It was moved and seconded

That Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437, Amendment Bylaw No. 10743 be introduced and given first, second, and third readings.

CARRIED

Planning Committee
Tuesday, March 3, 2026

5. **MANAGER'S REPORT**

(i) *Applicant-Led Public Information Session for the Rezoning Application at 13131, 13111, 13031, 12931 and 12771 No. 2 Road*

Staff advised that Jim Pattison Developments is hosting and leading a drop-in style public information session associated with the proposed OCP amendment and rezoning application to permit the development of five and six-storey residential (mixed tenure) and commercial mixed-use development at 13131, 13111, 13031, 12931 and 12771 No. 2 Road. The session will be held on March 12, 2026 from 5:00 to 7:00 p.m. at the Steveston Hub. Staff advised that public comments provided as part of the applicant-led public information session will be documented and a summary report of the applicant's public engagement will be submitted to City staff as part of the processing of the rezoning application. Upon completion of the City's technical review, the rezoning application will be advanced to a future Committee and Council meeting for consideration.

In response to queries from Committee, staff advised that (i) the information presented at the session would be circulated to Committee, (ii) the notification radius was 100 metres from the subject property, in addition to online digital advertising to reach a broader audience, and (iii) staff have been working with the applicant on a revised concept.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:17 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, March 3, 2026.

Councillor Bill McNulty
Chair

Shannon Unrau
Legislative Services Associate



City of Richmond

Report to Committee

To: Parks, Recreation and Cultural Services Committee **Date:** February 2, 2026

From: Marie Fenwick, Director, Arts, Culture and Heritage Services **File:** 11-7000-09-01/2025-Vol 01

Re: **Richmond Public Art Program 2025 Annual Highlights and Public Art Advisory Committee 2026 Work Plan**

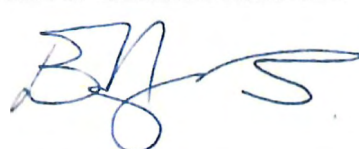


Staff Recommendations

1. That the Richmond Public Art Program 2025 Annual Highlights, as outlined in the report titled "Richmond Public Art Program 2025 Annual Highlights and Public Art Advisory Committee 2026 Work Plan", dated February 2, 2026, from the Director, Arts, Culture and Heritage Services, be received for information; and
2. That the Richmond Public Art Advisory Committee 2026 Work Plan be approved.

CM Fenwick

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

Att. 1

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

Staff Report

Origin

The Council-approved Public Art Program (Policy 8703) and Terms of Reference for the Richmond Public Art Advisory Committee (RPAAC) indicate that the RPAAC provides advice and acts as a resource to City Council and staff on the Richmond Public Art Program.

This report presents the 2025 highlights of the Richmond Public Art Program to Council for information and the proposed RPAAC 2026 Work Plan, found in Attachment 1, for approval.

This report supports Council's Strategic Plan 2022–2026 Focus Area #1 Proactive in Stakeholder and Civic Engagement:

Proactive stakeholder and civic engagement to foster understanding and involvement and advance Richmond's interests.

This report supports Council's Strategic Plan 2022–2026 Focus Area #6 A Vibrant, Resilient and Active Community:

Vibrant, resilient and active communities supported by a wide variety of opportunities to get involved, build relationships and access resources.

Analysis

The Richmond Public Art Program

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

Since Council's adoption of the initial Public Art Program Policy in 1997, the Richmond Public Art Program's collection has grown to a total of 383 works of art, with 302 currently on display throughout Richmond. Documentation of public art that is performance-based or otherwise ephemeral in nature is archived on the Public Art Program section of the City website.

Public art adds value to public and private development, enriches the public realm for residents and visitors while advancing 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 Development Public Art Program provides an avenue for developers to contribute to creating a liveable and desirable place to live, work and play. The Community Public Art Program engages Richmond residents in art making, discussions, and public events. The Public Art Education Program provides learning opportunities for both the general public and emerging and professional artists.

2025 Richmond Public Art Program Highlights

The (RPAAC) provides advice and recommendations to Council and staff to support the planning, implementation, and stewardship of the Richmond Public Art Program. RPAAC's role helps guide the Program's activities and priorities, as reflected in the 2025 Public Art Program highlights.

The following represents the key activities and achievements of the Richmond Public Art Program through civic, community, private development, and educational programs in 2025:

- Two new works were installed through the Civic Public Art Program:
 - *Welcome* by Luke Ramsey at Bowling Green Community Activity Centre; and
 - *Tales in Current* by Linfeng Zhou at Brighthouse Canada Line Station.
- Five new works were installed through the Private Development Public Art Program:
 - *Balance* by Rebecca Bayer at CF Richmond Centre;
 - *Drift* by Tangible Interaction at 5593 Number 3 Road;
 - *Mark of Our Ancestors* by Thomas Cannell and Kelly Cannell at CF Richmond Centre;
 - *Richmond Skaters* by Inges Idee at CF Richmond Centre; and
 - *Woven Through Time* by Kelly Cannell at CF Richmond Centre.
- Through the Richmond Community Mural Program, six new murals were completed throughout Richmond:
 - *A Meeting of Parliament* by David Camisa at Terra Nova Adventure Play Environment Trail Washroom;
 - *Bats of Richmond* by Aysha McConkey at No. 7 Road Pier Park Trail Washroom;
 - *Thomas Kidd Park Mural* by Carly Bouwman at Thomas Kidd Neighbourhood Park Trail Washroom;
 - *Home of the Ravens* by Amy Bao A.R. MacNeill Secondary School;
 - *Life Layers* by Ben Evely at R.J. Tait Elementary School; and
 - *United in Play*, Ho Lay Hoon at Tennis Practice Wall at Minoru Park.
- Works by six Richmond artists were featured at the No. 3 Road Art Columns located at Aberdeen and Lansdowne Canada Line Stations.
- Nine Public Art tours were offered:
 - Five Capstan Village Public Art Walking Tours;
 - Bike Tour of recently completed murals for Culture Days;
 - Oval Village Public Art Walking Tour for Culture Days;
 - Steveston Village Public Art Bus tour for Seniors Week; and
 - Public Art Bus Tour for National Seniors Day.

- Seventeen traffic cabinets and two utility boxes were wrapped with works by Richmond artists.
- Three photo-based artworks were installed at Aberdeen, Lansdowne and Brighthouse Stations on the Canada Line as part of the Capture Photography Festival.
- As part of the Art at Work professional development program for artists, three free workshops were offered through Public Art: Creating Public Art Budgets, Exploring Regional Public Art Programs and Making Public Art with Specialist Fabricators.
- Twelve Richmond artists were contracted for Public Art commissions.

2025 RPAAC Highlights

In 2025, RPAAC provided informed advice to staff and Council on a range of projects. Highlights include:

- Nine monthly meetings with high attendance;
- Participation in educational opportunities and public events, such as the annual RPAAC Public Art Tour;
- 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; and
- Observing roles at civic and private public art selection panel meetings.

RPAAC 2026 Work Plan

The RPAAC 2026 Work Plan (Attachment 1) outlines the proposed activities for the volunteer committee in 2026. The Work Plan was reviewed by the RPAAC on January 20, 2026.

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 2026 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; and
- Provide input to staff in the development of an annual Public Art Program report to Council, including an RPAAC annual work plan.

Members of the 2026 RPAAC:

- Erin Ashenhurst
- Victoria Grigorenko
- Jaime Gusto
- Jose Larano
- Michelle Li
- Allison Liu
- Gareth Roberts
- Jerome Teo
- Tiffany Yang
- Council Representative: Kash Heed
- Staff Liaison: Biliana Velkova
- Recording Secretary: Sabina Sutherland

Financial Impact

None.

Conclusion

It is recommended that Council approve the RPAAC 2026 Work Plan.

Public art animates the built and natural environment with meaning, contributing to a vibrant city in which to live, work, and visit. The 2025 highlights of the Richmond Public Art Program and the proposed RPAAC 2026 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 2026 Work Plan

Richmond Public Art Advisory Committee (RPAAC) 2026 Work Plan

The RPAAC 2026 Work Plan is based on the Terms of Reference (TOR) for the RPAAC and is proposed as follows:

Initiative	Actions	Expected Outcomes
1. Raise awareness and understanding of the importance of public art in the City		
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.
b. 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.
c. Guest speakers for RPAAC meetings.	Identify key guest speakers for RPAAC meetings in 2026.	RPAAC members are better informed on public art issues and equipped to share this information with Council, as and when requested.
d. 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.
2. Advise on strategies, policies and programs to achieve excellence 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.
b. TOR and Selected Artworks for Civic Projects.	Provide advice and recommendations to staff regarding TOR and selected artworks.	TOR and selected artworks are reviewed by RPAAC prior to Council review.

2. Advise on strategies, policies and programs to achieve excellence in art in the public realm (continued)		
c. Community Public Art Programs.	Advise on development and implementation of the Community Public Art Programs.	High quality Community Public Art Program is developed and maintained.
d. Artwork conservation, de-commissioning and maintenance of the Civic Public Art Collection.	Review as required.	Public art collection is well maintained.
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 to ensure fair and transparent process to achieve excellence in art in the public realm.
3. Support City programs, initiatives and events that advance public art in the City		
a. Promote Public Art.	Encourage community members to engage with Public Art through City programs (such as Culture Days, Doors Open, etc.).	Enhance community connection and awareness of public art.
4. Review and submit recommendations on private development public art plans		
a. Private Development Public Art Plans including TOR for public art projects.	Review private development public art plans.	Provide advice and recommendations to consultants and staff.
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 to ensure fair and transparent process to achieve excellence in art in the public realm.



To: General Purposes Committee **Date:** February 13, 2026
From: Suzanne Bycraft **File:** 03-1000-01/2025-Vol
 Director, Public Works 01
Re: **Fuel Purchases Agreement - 4Refuel Canada LP**

Staff Recommendations

1. That the Chief Administrative Officer and General Manager, Engineering & Public Works, be authorized to negotiate and execute a fuel supply and delivery contract with 4Refuel Canada LP for a five-year term, as outlined in the staff report titled “Fuel Purchases Agreement – 4Refuel Canada LP” dated February 13, 2026, from the Director, Public Works; and
2. That the Chief Administrative Officer and General Manager, Engineering & Public Works, be authorized to negotiate and execute up to two additional one-year extensions of the fuel supply and delivery contract with 4Refuel Canada LP, as outlined in the staff report titled “Fuel Purchases Agreement – 4Refuel Canada LP” dated February 13, 2026, from the Director, Public Works.

Suzanne Bycraft
 Director, Public Works
 (604-233-3338)

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Finance Department	<input checked="" type="checkbox"/>	
Purchasing	<input checked="" type="checkbox"/>	
Law	<input checked="" type="checkbox"/>	
Richmond Fire Rescue	<input checked="" type="checkbox"/>	
SENIOR STAFF REPORT REVIEW	INITIALS: 	APPROVED BY CAO

Staff Report

Origin

The City participates in the BC Petroleum Products Buying Group (“the BCPPBG”) for fuel purchases for all City operations. The BCPPBG is a buying consortium for fuel purchases, which allows the City to receive the benefits of economies of scale, process and information for all City fueling operations (Public Works Yard, Fire halls, etc.). The current supplier arrangement, approved by Council on January 28, 2019, is expiring in April, 2026. Therefore, a competitive bid process was undertaken via the buying consortium.

This report recommends that the City of Richmond enter into an agreement with 4Refuel Canada LP (the “Supply and Delivery of Fuels Agreement”) under the terms and conditions contemplated through the BCPPBG consortium competitive bid process.

This report supports Council’s Strategic Plan 2022-2026 Focus Area #4 Responsible Financial Management and Governance:

Responsible financial management and efficient use of public resources to meet the needs of the community.

4.2 Seek improvements and efficiencies in all aspects of City business.

4.3 Foster community trust through open, transparent and accountable budgeting practices and processes.

Analysis

Background

The City of Vancouver is the lead agency coordinating the competitive bid process on behalf of the BCPPBG. The City of Vancouver issued Request for Proposal No. PS20240941 (Supply and Delivery of Fuels) on December 17, 2024. There were six bid respondents. The City of Vancouver’s evaluation team concluded that the proposal submitted by 4Refuel Canada LP best meets the BCPPBG’s requirements and provides best overall value. The City of Vancouver followed their standard procurement methods in this tender process. Key criteria considered included technical, sustainability and financial requirements. Richmond staff are in agreement with the methodology applied.

The current fuel purchase supplier is Suncor Energy Products Partnerships (“Suncor”) under BCPPBG Contract No. PS20180305. The contract with Suncor commenced March 4, 2019, and continues pending 30 days written notice to cancel the contract. This notice will be provided by the City of Vancouver to Suncor once the new Supply and Delivery of Fuels Agreement is signed. The City of Richmond is coordinating efforts to align with that of the City of Vancouver for contract commencement. The consortium approach offers the ability to negotiate more favourable terms than if the City were to independently seek a fueling arrangement since more than 30 million litres of combined fuel is purchased annually. The recommended supplier,

4Refuel Canada LP, is proven in the industry and the City has no concerns with their ability to service the City's fueling needs.

Fuel Consumption

The City of Richmond has 10 fueling tanks, three located at the City Works Yard and one at each of the seven fire hall stations. These are used for fueling all gasoline and diesel-powered City vehicles and equipment. Fuelling services at the Works Yard are also made available to the Richmond RCMP and Richmond School Board on a cost-recovery basis. Richmond RCMP generally fuel at gas stations under separate federal arrangements and only fuel at the Works Yard when needed. The supply of propane is managed through a separate agreement not associated to the BCPPBG.

The City used an average of 1.4 million litres of fuel per year over the last three years, consisting of gasoline and diesel as shown in Table 1 below.

Table 1: Three-Year Fuel Consumption Analysis (Litres)

Business Unit	2023			2024			2025		
	Diesel	Gas	Total	Diesel	Gas	Total	Diesel	Gas	Total
City	485,952	576,335	1,062,287	494,859	572,192	1,067,051	457,395	590,687	1,048,082
Richmond Fire ¹	131,759	14,693	146,452	136,034	14,406	150,440	128,413	13,278	141,691
RCMP	47	3,123	3,170	170	15,399	15,569	0	21,849	21,849
School Board	100,599	72,972	173,571	99,601	79,024	178,625	95,508	79,377	174,885
TOTAL	718,357	667,123	1,385,480	730,664	681,021	1,411,685	681,316	705,191	1,386,507

¹ Richmond Fire has a fuelling tank at each of the fire halls and manages fuel purchases and consumption but can fuel at the Works Yard if required.

BCPPBG Fuel Purchases Contract

Key terms of the Supply and Delivery of Fuels Agreement include:

1. Contract term is five years, with the option to extend for two additional one-year terms.
2. Costing is based on a structure which adjusts for variations in fuel pricing as follows:
 - a. Regional weekly rack rate for diesel and gasoline products. The weekly rack rate is the price refineries sell fuel to their various clients, which varies based on fuel commodity market pricing.
 - b. Less a fixed discount for diesel and gasoline products. The discount remains fixed for the entire term of the agreement.
 - c. Plus bridging fees which includes items such as freight from the terminal, the terminal operations cost and delivery to the City of Richmond. Under the terms

of the Supply and Delivery of Fuels Agreement, the bridging fee will be fixed for the term of the contract.

Expected savings to the City under the Supply and Delivery of Fuels Agreement compared to what consumers would pay at fuelling stations vary depending on commodity pricing but are generally between 4%-6%. Rates vary due to the weekly rack rate changes, which are subject to the commodity price.

Financial Impact

Annual costs for fuel vary based on commodity pricing and consumption. Fuel expenditures in 2025 were approximately \$1,600,000 for City operations and \$200,000 for Richmond Fire Rescue, for a total of \$1,800,000. Given the volatility of fuel pricing (i.e. weekly rack rate), annual budget estimates are based on previous year fuel prices and consumption data. Based on consumption, adequate funding is included in the respective operating budgets for Fleet Operations and Richmond Fire Rescue.

Conclusion

The BCPPBG consortium approach for gasoline and diesel fuel purchases achieves economies of scale through a large-scale purchasing approach, thereby representing best value. The proposal by 4Refuel represents best value, as determined through the competitive bid process administered by the City of Vancouver on behalf of BCPPBG participants.

This report recommends that the City enter into the Supply and Delivery of Fuels Agreement with 4Refuel under the terms and conditions contemplated under City of Vancouver Request for Proposals No. PS20240941 Supply and Delivery of Fuels.



Owen Sinclair
Manager, Fleet Operations
(604-233-3301)





To: General Purposes Committee **Date:** February 18, 2026
From: Grant Fengstad **File:** 04-1300-01/2026-Vol
Director, Information Technology 01
Re: **Award of Contract – 8418P Provision for Managed Print Services**

Staff Recommendations

1. That Contract 8418P Provision for Managed Print Services be awarded to Konica Minolta Solutions (Canada) Ltd., for a five-year term at an estimated contract value of \$1,944,750 exclusive of taxes, as described in the report titled “Award of Contract – 8418P Provision for Managed Print Services”, dated February 18, 2026, from the Director, Information Technology;
2. That the Chief Administrative Officer and the General Manager, Finance and Corporate Services be authorized to extend an additional five-year term valued at the amount of \$1,043,805, up to the maximum total term of ten years, for the maximum total amount of \$2,988,555, as described in the report titled “Award of Contract – 8418P Provision for Managed Print Services” dated February 18, 2026, from the Director, Information Technology; and
3. That the Chief Administrative Officer and the General Manager, Finance and Corporate Services be authorized to execute 8418P Provision for Managed Print Services and Related Services and all related documentation with Konica Minolta Solutions (Canada) Ltd.

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

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Finance Department	<input checked="" type="checkbox"/>	 _____
Purchasing	<input checked="" type="checkbox"/>	
City Clerks	<input checked="" type="checkbox"/>	
Corp Communication & Mktg	<input checked="" type="checkbox"/>	
SENIOR STAFF REPORT REVIEW	INITIALS: CS	APPROVED BY CAO  _____

Staff Report

Origin

The City has implemented a “best practice” program to refresh the Corporate Desktop Printers and Multifunctional devices (MFD, photocopiers) with the majority of its assets to ensure Information Technology equipment offer the best value and are updated when they reach the end of their lifecycle. This program results in keeping technology current for City employees and allowing them to work efficiently and meet community needs. Implementing an equipment refresh minimises risk by proactively planning equipment replacements, rather than responding to unforeseen device failures.

Information Technology currently oversees an inventory of approximately 110 desktop printers and 64 MFDs.

This report supports Council’s Strategic Plan 2022-2026 Focus Area #4 Responsible Financial Management and Governance:

Responsible financial management and efficient use of public resources to meet the needs of the community.

4.1 Ensure effective financial planning to support a sustainable future for the City.

4.2 Seek improvements and efficiencies in all aspects of City business.

This report supports Council’s Strategic Plan 2022-2026 Focus Area #5 A Leader in Environmental Sustainability:

Leadership in environmental sustainability through innovative, sustainable and proactive solutions that mitigate climate change and other environmental impacts.

5.3 Encourage waste reduction and sustainable choices in the City and community.

Analysis

RFP Process

Contract 8418P Provision for Managed Print Services was posted to BC Bid on October 3, 2025, and closed on November 14, 2025.

The RFP set out the City’s requirements for MFDs and printing equipment for a five-year period with an option to renew for an additional five-year term, for a maximum of ten years. The RFP details technical specifications, and quantities required by the City including a needs analysis to confirm service level expectations.

The City's operational printing output includes:

- Essential administrative documents;
- Internal reports;
- Meeting materials;
- Engineering drawings and plans;
- Council Committee and Council Agenda packages;
- High-volume output for public-facing and internal communications;
- Promotional and informational materials;
- Official publications/strategies. (i.e. posters, brochures, rack cards, bound strategies and booklets (the Annual Report); and
- Seasonal and event promotional pieces, agendas, signage and wayfinding, schedules, aquatics report cards, surveys, forms, bulletins, maps, Museum exhibit displays, etc.

Five proposals were received by the closing date from the following proponents:

- Xerox Canada Ltd.
- Konica Minolta Solutions (Canada) Ltd.
- Canon Canada Inc.
- Ricoh Canada Inc.
- Compugen Inc.

Review Process

Staff initially evaluated the five proposals against pre-determined criteria that included:

- Proponent profile and experience, including references;
- Ability to meet technical requirements, including stated specifications;
- Financial proposal and value offering; and
- Circular economy assessment.

Based on the submitted proposals, staff evaluated and scored against the evaluation criteria with the results summarized in Table 1.

Table 1- Results of Phase 1 Evaluation

Proponent	Total Cost based on 5 - year contract term	Total Cost based on 10 -year contract term	Phase 1 Evaluation Score	Shortlisted
Xerox Canada Ltd.	\$1,761,208.30	\$2,922,027	80.2%	Shortlisted
Konica Minolta Solutions (Canada) Ltd.	\$1,944,750.00	\$2,988,555	78.80%	Shortlisted

Canon Canada Ltd.	\$2,198,980.00	\$3,277,478	64.55%	Not Shortlisted
Ricoh Canada Inc.	\$2,435,948.00	\$4,871,896	53.05%	Not Shortlisted
Compugen Inc.	\$1,756,010.28	\$3,512,021	49.45%	Not Shortlisted

Upon completion of the Phase 1 evaluation, the two highest-ranked proponents advanced to Phase 2 of the evaluation process. During this stage, proponents were required to submit printed samples using materials provided by the City, respond to clarification questions, deliver a video demonstration of their proposed MFDs and printing equipment and supplier references were assessed. These submissions were assessed to confirm compliance with the stated requirements, resulting in the scores outlined below. (shown in Table 2).

Table 2 - Results of Phase 2 Evaluation

Proponent	Phase 2 Evaluation Score
Konica Minolta Solutions (Canada) Ltd.	100%
Xerox Canada Ltd.	83%

Despite not submitting the lowest total price over the maximum 10-year term of the contract, the proposal received from Konica Minolta Solutions (Canada) Ltd. received the highest overall score and reflected best overall value for the City. Their proposal included a detailed description of their technical support services and their mobile parts ordering infrastructure between their service vehicles and service center. Konica Minolta Solutions (Canada) Ltd. was able to demonstrate a higher quality of the print output and were able to meet all the organization’s operational requirements described in the RFP.

Contract Term

The recommended contract length is for an initial five-year term with an option to renew for an additional five-year term, for a maximum of ten years. This contract allows for cost efficiencies due to standardization. Given the lifecycle standards for this equipment, it is recommended that we maintain the equipment for 10 years in order to recognize the best value for total cost of ownership.

Financial Impact

The total value of the contract for the initial five-year term is estimated to be \$1,944,750, excluding taxes. The estimated annual cost of \$388,950 can be accommodated within existing operating budgets for 2026.

Conclusion

This report presents the results of a competitive procurement process for Award of Contract – 8418P Provision for Managed Print Services. It is recommended that the contract be awarded to Konica Minolta Solutions (Canada) Ltd., for an initial five-year term with an option to renew for an additional five-year term, for a maximum of ten years. This is for an estimated total value of \$2,988,555 exclusive of taxes.



Eddie Hung
Manager IT Departmental Solution
(604-276-4232)



City of Richmond

Report to Committee

To: General Purposes Committee **Date:** February 27, 2026
From: Kim Somerville **File:** 08-4055-01/2025-Vol 01
 Director, Community Social Development
Re: **Additional Information on Homelessness Outreach and Community Food Programs**

Staff Recommendation

That the report titled “Additional Information on Homelessness Outreach and Community Food Programs”, dated February 27, 2026 from the Director, Community Social Development, be received for information.

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

Att. 4

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Finance Department	<input checked="" type="checkbox"/>	
Community Bylaws	<input checked="" type="checkbox"/>	
SENIOR STAFF REPORT REVIEW	INITIALS:	APPROVED BY CAO

Staff Report

Origin

On February 9, 2026, the report titled “2026 Health, Social and Safety Grants” was presented at the Council meeting and resulted in the following referral:

As an interim measure prior to the Homelessness Strategy update, the Poverty Plan Update and the Community Action Food Plan reports being presented to Council for consideration later this year and further to a funding decision, that staff provide:

- 1. An overview of the current provision of community outreach and other services to individuals experiencing homelessness in Richmond, including schedules, funding and services delivered; and*
- 2. An overview of community programs addressing food insecurity in Richmond, including schedules, funding and services delivered.*

The purpose of this report is to respond to the above referral.

This report supports Council’s Strategic Plan 2022–2026 Focus Area #6 A Vibrant, Resilient and Active Community:

6.4 Support vulnerable populations through collaborative and sustainable programs and services.

This report also supports the City of Richmond’s Building Our Future Together: Social Development Strategy’s (2025–2035) Strategic Direction #4 Strengthen Community Voice and Engagement:

4.10 Support initiatives led by community organizations that improve the social well-being and engagement of community members, including pilot projects, grant initiatives and collaborative networks.

Analysis

Outreach services for individuals experiencing homelessness and community-based programs to address food insecurity are central elements of Richmond’s broader social support network. These services assist residents who are unhoused, living in unstable or precarious housing, or housed but unable to reliably access sufficient nutritious food. Together, they form a coordinated local response that supports individual and community well-being.

The City continues to make considerable investments in homelessness and food security supports through grants, service agreements, in-kind space and other forms of assistance. These investments help sustain the community organizations that deliver essential services and reinforces the City’s ongoing commitment to supporting residents experiencing homelessness and food insecurity.

The following sections provide an overview of homelessness and food insecurity in Richmond, as well as homelessness outreach services and community food programs currently operating in the community. The information responds to the Council referral and includes a summary of program schedules, funding sources and the range of services delivered across relevant organizations. Every effort was made to compile complete and up-to-date information within the timeframe allotted for this report, and the following sections reflect the most current details available at the time of writing. This overview is intended to offer a snapshot of the current landscape, while recognizing that program operations, community needs and available resources continue to evolve.

Homelessness and the City of Richmond

The City of Richmond, guided by the Richmond Homelessness Strategy (2029–2029), remains a leader in responding to homelessness in a compassionate manner and taking efforts to prevent homelessness. The City undertakes this work through a range of actions, including advocacy, planning, funding, data analysis, service provision and convening service providers to facilitate collaboration.

Understanding the context in the community is important in designing and implementing approaches that are relevant and effective. The 2025 Homeless Count¹ that took place on March 10 and 11, 2025 identified 175 people as experiencing homelessness in Richmond. This number included 104 individuals experiencing unsheltered homelessness and 71 individuals experiencing sheltered homelessness. The majority of these were male (68 per cent) and adults between 25 and 54 years (72 per cent). Twenty-five per cent of those counted were seniors aged 55+ years. Most people experiencing unsheltered homelessness are long-term Richmond residents who have lived in the community for at least 10 years. Many identify as having one or more challenges with their health, including mental and physical health concerns, substance use and traumatic brain injuries.

Throughout 2025, various City departments worked closely together in response to homelessness in the community. The Homelessness Outreach Team frequently coordinated with the new Bylaws team, who have specific expertise in working with vulnerable individuals. Together they provided a balance of support, resources and when necessary, enforcement. Bylaws also worked with Environmental Programs to clean up abandoned sites where individuals had been sheltering. In 2025, 91 truckloads of materials were removed from parks, dikes and trails. To ensure that the needs of individuals experiencing homelessness were addressed when preparing for extreme weather, environmental hazards or community-wide emergencies, the City's Emergency Programs and Homelessness staff worked together and revised emergency plans to consider this segment of the population.

In 2025, the City's Homelessness Outreach Team worked directly with individuals experiencing homelessness who were sheltering outdoors or in vehicles. Two outreach workers responded to increasingly complex challenges and supported people in achieving their personal goals to exit homelessness through shelter, detox, recovery or housing. Over the year, the team engaged in

¹ Homelessness Services Association of BC. (2025, September). *2025 Point-in-Time Homeless Count in Greater Vancouver*. Lu'ma Native Housing Society.

over 1,200 service interactions, helping 80 people to transition into shelter, housing, treatment or reunification with family members. For those not ready to make major life changes, the team focused on building professional, trusting relationships and connecting them to support to meet immediate needs.

In the same period, the Homelessness Outreach Team provided one-on-one, individualized case planning for individuals experiencing unsheltered homelessness. They provided over 700 referrals to services such as medical and dental care, mental health and substance use support, pet care, food services and income-related assistance. They also distributed essential items including food, clothing, personal care supplies and provided support with transportation. The team helped connect people to resources such as income assistance, government benefits, rental subsidies, rent banks, supportive housing, non-market housing and market housing. Their work focused on building personalized pathways out of homelessness and ensuring residents could access the support they needed. There were significant positive outcomes for their clients in 2025 and this work continues in 2026.

The City also created a team of Bylaw officers dedicated to responding to situations with a nexus to homelessness in 2025. This team responded to situations involving people sheltering outdoors or in RVs and vehicles and provided proactive oversight of and outreach to key locations in Richmond including Brighthouse and South Arm Parks. They engaged in triage of new homelessness-related situations that are brought to the City's attention, connected individuals to the City's Homelessness Outreach team or other government services and provided information and resources. A section of the team is dedicated to monitoring and engaging with individuals who are sheltering in vehicles and recreational vehicles and routinely visited 12-14 vehicles during their outreach patrols. The specialized Bylaws team also engaged with businesses and the broader community to respond to concerns or provide information and support in relation to homelessness. In 2025, the team received a total of 142 calls for service and coordinated weekly joint outreach initiatives on 47 occasions to support the safety and well-being of unhoused individuals and to connect them with information on relevant shelter, housing and support services. This included Bylaws and Homelessness Outreach staff, members of the RCMP Vulnerable Persons Unit and the Community Integration team from the Ministry of Social Development and Poverty Reduction.

Outreach and Site-based Supports for Individuals Experiencing Homelessness

Homelessness is the result of many interconnected factors and responses require strong planning, coordination, funding and support from all levels of government and the community. There are a number of government entities, non-profit organizations and faith-based groups who support individuals who are unhoused in Richmond. Services include food programs, outreach services, site-based programs and social supports. Service providers are well-connected and cross-agency information sharing and collaboration continue to be strengthened to ensure vulnerable individuals have access to a range of supports, to help avoid or minimize duplication and to make services more effective. The Homelessness Outreach Worker Network, facilitated by the City and Vancouver Coastal Health, meets monthly to share information, learn about resources and strengthen relationships.

Some of the services supporting individuals experiencing homelessness are facility or location based and others are mobile services that work with individuals wherever they are in the community. The specific services offered and the frequency and type of outreach provided by organizations varies depending on the scope, responsibility and mandate of each individual organization. Some organizations have teams of paid staff members and others rely on volunteers to support outreach work.

There are 11 organizations delivering site-based or street outreach services to individuals at risk of or experiencing homelessness in Richmond. These organizations commonly engage in similar work with clients, including providing resources and basic necessities, assisting with referrals, housing applications and accessing medical services and connecting individuals to shelter and housing options. An individual client may also be working with multiple service providers simultaneously. Outreach staff who engage with individuals experiencing homelessness in the community frequently also connect individuals to site-based services, including the Drop-in Centre, Richmond House Emergency Shelter, the Temporary Winter Shelters and the Anne Vogel Clinic. These connections enable outreach and site-based teams to work collaboratively to connect people with the supports they want and need.

Staff from these organizations, regardless of their primary role or the location where they engage with individuals, assist with referrals to shelter or housing, medical and substance use services including treatment and detox, and government programs that offer assistance with accessing identification, income supports and other government services. The range of approaches, methods of service delivery and personal relationships offer opportunities for individuals in need of support to access it in ways that work for them. A complete list of the organizations involved with homelessness outreach services in Richmond, their funding sources and schedules can be found in Attachment 1. Members of the Homelessness Outreach Worker Network are also identified.

Community Food Programs in Richmond

Food insecurity occurs when households do not have sufficient income to afford enough nutritious and culturally sensitive food to meet their basic needs. Like many communities across the country, Richmond is seeing a growing demand for food assistance. As a result, more residents are turning to the Richmond Food Bank and various community meal programs for support. Community organizations are also requesting greater levels of City funding to help sustain and expand these food programs.

According to the Richmond Food Bank Society's (Food Bank) 2024 Impact Report², the Food Bank continued to experience substantial demand for its services in 2024, supporting 10,005 unique individuals and 4,501 households in Richmond. While this was a slight decrease from 2023 service levels, the number of household visits and the average number of individuals served per week increased by 6 per cent and 22 percent respectively. This indicates a growing vulnerability of community members as Richmond households are relying more frequently on Food Bank programs to meet their basic needs as indicated in Table 1.

² The Richmond Food Bank Society's 2024 Impact Report is the most recent report currently available. The 2025 Impact Report is anticipated for release in March 2026.

Table 1: Food Bank Figures (2023–2024)

	2023	2024	Increase/Decrease
Number of unique individuals	10,526	10,005	-521 (5%)
Number of households	4,770	4,501	-269 (6%)
Number of household visits	59,061	62,672	+3,611 (6%)
Number of individuals served per week (average)	2,266	2,773	+507 (22%)

Of the 10,005 individuals supported by the Food Bank in 2024, children, seniors, newcomers and working households continued to be among the population groups identified as primary users of Food Bank programs:

- Seniors (65 years+) accounted for 15 per cent of all individuals accessing the Food Bank.
- Children under 18 years accounted for 23 per cent of users, with 18 per cent of these children being school-aged children (5–17 years).
- Newcomers made up 44 per cent of individuals supported.
- Individuals that were employed represented 22 per cent of those accessing services.

Another indicator of food insecurity among Richmond residents is the volume of weekly community and outreach meals prepared to support those in need across the city. In 2025, the Richmond Food Aid Delivery (FAD) Coalition, a network of meal providers and the After Hours Outreach Program overseen by Refuge Church, estimated that 2,200 meals were prepared and delivered each week to individuals experiencing or at risk of homelessness in Richmond. While providers record the number of meals distributed, personal information is not collected from individuals accessing the services in order to uphold privacy and dignity. As a result, information is not currently available on how many unique individuals are being supported or how many people may be accessing multiple meals per week, which would help indicate varying levels of need within the community.

While the figures provided in this section offer a snapshot of the scale of food insecurity in Richmond, they capture only part of the overall picture. More comprehensive and ongoing data collection is needed to better understand the depth, drivers and evolving nature of food insecurity in the community. Additional insight is also needed to understand the varied reasons residents seek out meals, whether due to food insecurity among housed individuals, experiences of homelessness or precarious housing or the need for social connection among those facing isolation.

In December 2025, Council endorsed the Social Development Strategy (2025–2035) which includes an action to develop and implement a community food action plan to address food insecurity in Richmond. The City is now undertaking this work, with the plan intended to strengthen community capacity to respond to the growing need for food assistance and to identify collective actions that support current and future food access needs. The process aims to enhance coordination across the spectrum of community food program providers by bringing together the wide range of organizations and individuals involved in program delivery. It will also engage a diverse group of community members, including individuals with lived experience,

and embark on a data collection process to gather qualitative and quantitative data on community meal use in Richmond, including demographic and geographic level data where possible.

This work will build on the efforts of Richmond's existing network of social service providers, public sector agencies, faith-based groups and non-profit organizations that play a crucial role in ensuring community members—including newcomers, refugees, families with children, seniors, isolated individuals and people at risk of or experiencing homelessness—have access to nutritious and culturally sensitive food to meet their basic needs. Together, these providers offer distinct yet complementary services that ensure residents can access food supports every day of the week. Services include grocery distribution and meal delivery programs, school-based food initiatives, community and outreach meals, meals for program participants and low-cost meals available throughout the community. A full list of organizations involved in community food programming, along with their funding sources and schedules, is provided in Attachment 2.

Many of these providers receive funding from the City, demonstrating the City's commitment to strengthening community capacity and supporting the organizations that deliver essential food programs. A list of community food program providers that receive City funding can be found in Attachment 3. Other funding sources for these providers vary widely and may include Food Banks Canada, Food Banks BC, BC Community Gaming Grants, BC Community Prosperity Fund, Vancouver Coastal Health SMART Grants, Richmond Community Foundation, as well as charitable donations, private donations and community-based fundraising efforts, among others. The following sections outline the community food program providers that are involved in each program stream.

Grocery Distribution and Meal Delivery Services

Richmond residents can access nutritious groceries and meals at no cost through a range of non-profit organizations and faith-based groups, including:

- The Food Bank provides grocery distribution services six days a week (Monday to Saturday) at multiple locations across the city, including its Cedarbridge main office, West Richmond Food Hub, Daniels Road Depot and Five Road Depot. Grocery delivery is available for clients who are unable to attend in person due to long-term disability, injury or illness. The Food Bank also has an outdoor food pantry that is accessible 24 hours a day, seven days a week at its main office.
- The Kehila Society of Richmond operates a meals-on-wheels program on Tuesdays and Thursdays for community members in need, including seniors, families, hospital outpatients and those affected by illness.
- Chabad of Richmond prepares and delivers a weekly kosher meal on Wednesdays for residents in need, including seniors, low-income households, single-parent families and newcomers.
- The Food Link Society offers a biweekly grocery distribution service on Saturdays to several affordable housing sites in Richmond and considers dietary requirements and culturally specific food supports for families with children, seniors on fixed incomes and newcomers to Richmond.

- The Muslim Food Bank provides halal food hampers on the fourth Saturday of each month to support families experiencing food insecurity.
- Parish of St. Alban's (St. Alban's) provides mini hampers of sandwiches and ready-to-eat foods through its weekly outreach program on Sundays, supporting those with limited or no cooking facilities.
- The Salvation Army Richmond Community Corps previously provided a weekly emergency food hamper program on Wednesdays for low-income families. This program has been discontinued as of February 25, 2026.

School-Based Food Programs

The Richmond School District (SD38) operates a range of school food programs during the school year, providing supports for students experiencing food insecurity across all 49 schools and two alternative school programs. In collaboration with community partners and vendors, including the Food Bank, SD38 delivers breakfast, lunch, snack and weekend supplement programs tailored to each school's needs. All schools maintain community fridges that are regularly restocked and accessible to all students, ensuring consistent access to nutritious food throughout the school day and in many cases, on weekends. Additional details on SD38's school food programs are provided in Attachment 4.

The Kehila Society also supports students through a food fridge and pantry program located at the Richmond Jewish Day School, offering food access during school hours. Additionally, the Food Bank supports the Brighter Days, Fuller Plates initiative, which provides meals and snacks to families with school-aged children during the summer months.

Community and/or Outreach Meals

There are a number of community food program providers offering free community meals and outreach meals throughout the week for residents experiencing food insecurity. Providers within this program stream offer significant coverage on both weekdays and weekends, serving distinct neighbourhoods and population groups across the community. The following reflects the most current information available at this time. Ranging from sit-down to takeaway models, community members have access to the following options:

- **Mondays:** Vegetarian meals offered 24 hours a day at Nanaksar Gurdwara Gursikh Temple. Evening meals at Richmond Presbyterian Church. Takeaway meals are prepared by Richmond Presbyterian Church and delivered by the After Hours Outreach Program for people at risk of or experiencing homelessness. Takeaway meals are also available at The Salvation Army Richmond Community Corps mobile feeding program (The Salvation Army Food Truck) for people experiencing homelessness.
- **Tuesdays:** Vegetarian meals offered 24 hours a day at Nanaksar Gurdwara Gursikh Temple. Evening meals at Peace Mennonite Church (first and third Tuesdays only) and St. Alban's. Takeaway meals are prepared by Peace Mennonite Church (third Tuesdays only) and St. Alban's and delivered by the After Hours Outreach Program for people at risk of or experiencing homelessness. Takeaway meals are also available at The Salvation Army Food Truck for people experiencing homelessness.

- **Wednesdays:** Vegetarian meals offered 24 hours a day at Nanaksar Gurdwara Gursikh Temple. Evening meals at Refuge Church and Frasersview Mennonite Brethren Church. Bagged lunches are delivered by the Union Gospel Mission's Mobile Outreach Team, and takeaway meals are prepared by Refuge Church and delivered by the After Hours Outreach Program for people at risk of or experiencing homelessness. Takeaway meals are also available at The Salvation Army Food Truck for people experiencing homelessness.
- **Thursdays:** Vegetarian meals offered 24 hours a day at Nanaksar Gurdwara Gursikh Temple. Evening meals at Gilmore Park United Church. Takeaway meals are prepared by Gilmore Park United Church and delivered by the After Hours Outreach Program for people at risk of or experiencing homelessness. Takeaway meals are also available at The Salvation Army Food Truck for people experiencing homelessness.
- **Fridays:** Vegetarian meals offered 24 hours a day at Nanaksar Gurdwara Gursikh Temple. Lunches at St. Alban's for those who are precariously housed and unsheltered in Richmond. Takeaway meals prepared and delivered by St. Paul's Outreach Team for people at risk of or experiencing homelessness. Takeaway meals are also available at The Salvation Army Food Truck for people experiencing homelessness.
- **Saturdays:** Vegetarian meals offered 24 hours a day at Nanaksar Gurdwara Gursikh Temple. Evening meals at St. Joseph the Worker Parish. Takeaway meals are prepared by St. Joseph the Worker Parish and delivered by the After Hours Outreach Program for people at risk of or experiencing homelessness.
- **Sundays:** Vegetarian meals offered 24 hours a day at Nanaksar Gurdwara Gursikh Temple. Morning and evening meals at The Salvation Army Richmond Community Corps (Gilbert Road) for people experiencing homelessness and low-income residents. A vegetarian lunch is offered at LingYen Mountain Temple Canada which is open to all visitors. Sandwiches prepared and delivered by St. Alban's to unsheltered individuals in Richmond and Vancouver's Downtown Eastside.

Meals for Program Participants

Some of the available meals in the community are offered to individuals that are participating in specific programs and/or receiving services in Richmond, including those who are at risk of or experiencing homelessness, families with children under six years and members of designated service organizations. These services are included below:

- The Salvation Army Richmond House Emergency Shelter provides three meals a day, seven days a week for individuals staying at the shelter.
- The Drop-in Centre, operated by The Progressive Housing Society, provides lunches from Monday to Friday for individuals at risk of or experiencing homelessness.
- The Progressive Housing Society also operates two Temporary Winter Shelters in Richmond that are open every day of the week from November to March. Located at the Brighthouse Pavilion and South Arm Outdoor Pool building, individuals spending the night at either of the two shelters receive a dinner and breakfast the next day.

- The Richmond Family Place offers a program lunch for families with children under six on Mondays, Thursdays and Saturdays; a program dinner on Tuesdays and Wednesdays; as well as a breakfast for male caregivers on Saturdays.
- Pathways Clubhouse serves low-cost lunches from Monday to Sunday for Clubhouse members with both sit-down and takeaway options.

Low-Cost Meals

Additionally, affordable meals and snacks are available at the Seniors Centre Cafeteria at Minoru Centre for Active Living from Monday to Friday. Operated by the Minoru Seniors Society, the cafeteria provides lunch service, soups and pastries at affordable prices for both Seniors Facility Pass holders and the general public.

Upcoming City Plans and Updates Addressing Homelessness and Food Insecurity

The City remains committed to addressing poverty, homelessness and food insecurity through a coordinated approach guided by Council-adopted plans, strategies and policy updates. The forthcoming plans and updates scheduled for Council's consideration in 2026 will highlight progress made with community partners, provide renewed direction and guide future actions to ensure that Richmond continues to support residents facing economic hardship, housing instability and food insecurity:

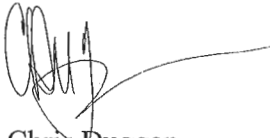
- **Richmond Homelessness Strategy (2019–2029) 2025 Update:** This update will highlight key initiatives undertaken by the City and its partners in 2025 and report on progress made towards the actions identified in the Council-adopted Homelessness Strategy (2019–2029);
- **2021–2031 Collaborative Action Plan to Reduce and Prevent Poverty in Richmond: 2024–2025 Update:** This update will highlight the work of the City and a range of community partners related to poverty reduction and prevention in the last two years;
- **Homelessness Strategy Guiding Framework (2026–2029):** Currently under development, this plan will be a companion document to the existing Richmond Homelessness Strategy 2019–2029. Through a comprehensive engagement process, a set of strategic initiatives, key priorities and potential actions that would support individuals experiencing or at-risk of homelessness will be identified; and
- **Community Food Action Plan (2027–2032):** Currently under development, this plan will guide coordinated community efforts to address food insecurity in Richmond.

Financial Impact

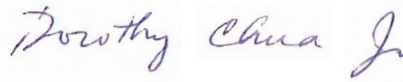
None.

Conclusion

This report provides an overview of homelessness and food insecurity in Richmond, along with the homelessness outreach services and community food programs currently in operation. It responds to the Council referral by including a summary of program schedules, funding sources and the breadth of services delivered across local organizations. This overview reflects the most current information available and is intended to provide a snapshot of the present landscape, recognizing that program operations and available services continue to evolve. These insights highlight the City's sustained commitment to preventing and reducing homelessness and addressing food insecurity through coordinated planning, strong partnerships, and evidence-informed strategies.



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- Att. 1: Schedule of Homelessness Outreach Services in Richmond
- 2: Schedule of Community Food Programs in Richmond
- 3: List of Community Food Program Providers Supported by City Funding
- 4: Schedule of School-Based Food Programs

Schedule of Homelessness Outreach Services in Richmond

Organization	Services Offered	Funding Source	Service Schedule						
Government Organizations									
City of Richmond Homelessness Outreach Team *	<p>Provides community street outreach to individuals experiencing homelessness during the day and evening and are actively working in community. Schedule varies seasonally and includes daytime, evening and weekend hours.</p> <p>Outreach services include resources, referrals, case management, housing applications and search (including completion of Vulnerability Assessment Tool), help accessing treatment/detox/shelter and assistance with family reunification or relocation to home community, support with medical appointments, hospital or urgent care visits, wellness checks, assistance with transportation, support with pet needs, clothing, snacks.</p>	City of Richmond	Mon	Tue	Wed	Thu	Fri	Sat	
City of Richmond Homelessness Bylaws Team	<p>Engages in relationship building, problem solving, and practical support to promote compliance with City Bylaws, combined with management of site safety, coordination of debris removal, and mitigation of fire risk. The team delivers a coordinated response with Richmond RCMP, Richmond Fire-Rescue and social service partners, applying progressive enforcement where voluntary compliance is not achieved. Availability includes days and, at times, evenings and is adjusted seasonally.</p>	City of Richmond	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Ministry of Social Development and Poverty Reduction – Community Integration Specialists *	<p>Works directly with people who are precariously housed or at risk of or experiencing homelessness or through community partners to connect individuals with financial assistance, government programs and community supports. These services include housing applications (including completion of Vulnerability Assessment Tool), help accessing treatment/detox/shelter and may be site-based or provided through outreach and are available on weekdays.</p>	Ministry of Social Development and Poverty Reduction		Tue	Wed	Thu	Fri		
RCMP – Vulnerable Persons Unit (VPU)	<p>Provides specialized policing services in the community focused on individuals experiencing homelessness, mental health crisis, addiction and complex social vulnerability. The unit prioritizes safety, stabilization and coordinated intervention through proactive engagement, risk assessment, and partnership with municipal and provincial service providers. The VPU facilitates referrals to health and social supports, including deployment of Yankee 30 (Youth Car) and Fox 87 (Mental Health Car) for crisis response, mental health assessments and connection to appropriate care pathways. These services are provided on rotational shifts.</p>	Federal Government, City of Richmond	Shifts Vary			Thu		Shifts Vary	

8320418 **LEGEND**

- Available as needed
- Scheduled Outreach
- Emergency Outreach
- On-site/Facility-based outreach
- * Member of Homelessness Outreach Worker Network

Schedule of Homelessness Outreach Services in Richmond

Organization	Services Offered	Funding Source	Service Schedule						
Government Organizations									
Vancouver Coastal Health – Anne Vogel Clinic *	Provides site-based services including comprehensive assessment, support and intervention for individuals who are using opioids including referrals, support groups and primary care. Outreach support is limited to providing emergency/urgent transportation to attend appointments during clinic hours.	Ministry of Health	Mon	Tue	Wed	Thu	Fri		
Vancouver Coastal Health – Substance Use Outreach Team *	Provides recovery-oriented outreach and site-based service during the day for clients who have a primary complex substance use diagnosis causing functional impairments in daily life. Services may include case management, counselling, psychiatry and general medicine.	Ministry of Health	Mon	Tue	Wed	Thu	Fri		
Vancouver Coastal Health – Assertive Community Treatment Outreach (ACT) *	A team-based, person-centered service delivery model that supports people living with complex mental health or concurrent mental health and substance use disorders in their community. These services may be facility-based or provided through outreach and include housing applications (including completion of Vulnerability Assessment Tool).	Ministry of Health	Mon	Tue	Wed	Thu	Fri		
Non-Profit Community Organizations									
Progressive Housing Society – Drop-in Centre *	Provides site-based support offering resources, referrals, case management, housing applications and search (including completion of Vulnerability Assessment Tool), help accessing treatment/detox/shelter, support with medical appointments, hospital or urgent care visits, showers, laundry, lunch, snacks, haircuts, foot care, clothing, mail delivery, computer and internet access and recreational activities. This work may involve limited outreach work in the community to build trusting relationships with vulnerable or high-risk clients.	City of Richmond	Mon	Tue	Wed	Thu	Fri		
Progressive Housing Society – Temporary Winter Shelter and Outreach *	Provides two site-based emergency overnight shelters and meals to individuals sheltering outdoors or in vehicles during the winter. This program is available November 1 to March 31. Outreach support is available to assist with access to shelter and drop-in centre services, resources, referrals, case management, housing applications and search, help accessing treatment/detox/shelter, transportation, and service continuity for overnight shelter clients during the day and some evenings.	BC Housing	Mon	Tue	Wed	Thu	Fri	Sat	Sun

* Member of Homelessness Outreach Worker Network

On-site/Facility-based outreach

Emergency Outreach

Scheduled Outreach

Available as needed

LEGEND

Schedule of Homelessness Outreach Services in Richmond

Organization	Services Offered	Funding Source	Service Schedule						
Non-Profit Community Organizations									
The Salvation Army – Richmond House Emergency Shelter *	Provides emergency shelter 24 hours a day, meals, showers, laundry, resources, referrals, case management, housing applications and search (including completion of Vulnerability Assessment Tool), help accessing treatment/detox. The team participates in collaboration with outreach teams in the community and government service providers however services are primarily facility-based.	BC Housing	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Turning Point Recovery Society – Reaching Home Program *	Reaching Home Program staff work closely with community organizations and individuals to provide intervention when individuals are at risk of or experiencing homelessness. Services may include short-term rental assistance and housing set up funding, problem solving with landlords to prevent an eviction, housing applications and search (including completion of Vulnerability Assessment Tool), short term financial assistance for rental or utility arrears and clinical and treatment services such as assistance with hoarding. This work is primarily site-based but may involve meeting with clients at the Drop-in Centre or in the community. Collaboration with outreach staff is frequent.	Government of Canada	Mon	Tue	Wed	Thu	Fri		
Faith-Based Organizations									
Independent Volunteers *	Independently offer opportunities for relationship building and support, assistance to connect with community resources and services. Independent volunteers may engage in outreach in cooperation with other organizations or individuals but may not be formally connected to any one agency.	None	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Parish of St. Alban's *	Provides home and street visits, access to meals and food hamper delivery, crisis support and referrals to community resources and services. Outreach is provided to seniors, new immigrants, refugees, families with children and individuals facing poverty or marginalization including those who are unsheltered or socially isolated.	Parish of St. Albans, Private donations, City of Richmond							Sun
Refuge Church – After Hours Outreach Program *	Provides evening/after hours outreach. Services include hot meal distribution, resources, referrals, case management, housing applications and search, help accessing treatment/detox/shelter and assistance with family reunification or relocation to home community, support with medical or dental appointments, hospital or urgent care visits, wellness checks, transportation, support with pet needs, and other supports including assessment of needed supplies, judicial, volunteer and employment assistance.	Refuge Church, Food Aid Delivery Coalition partners, City of Richmond	Mon	Tue	Wed	Thu		Sat	

8320418 **LEGEND**

Available as needed
 Scheduled Outreach
 Emergency Outreach
 On-site/Facility-based outreach
 * Member of Homelessness Outreach Worker Network

Schedule of Homelessness Outreach Services in Richmond

Organization	Services Offered	Funding Source	Service Schedule				
Faith-Based Organizations							
The Salvation Army – Mobile Food Program *	Offers an evening meal from the Salvation Army food truck for individuals experiencing homelessness, clothing, referrals to community resources and services. Outreach includes offering ongoing support and connection to needed resources.	The Salvation Army, Hecht Foundation, Illich Foundation, City of Richmond	Mon	Tue	Wed	Thu	Fri
Union Gospel Mission – Homelessness Outreach *	A mobile outreach team that offers practical, emotional, spiritual support and referrals.	Union Gospel Mission			Wed		

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LEGEND

Available as needed



Scheduled Outreach



Emergency Outreach



On-site/Facility-based Outreach










* Member of Homelessness Outreach Worker Network

Schedule of Community Food Programs in Richmond						
Organization	Services Offered	Funding Source	Service Schedule			
Chabad of Richmond	Weekly Kosher Meal Delivery Location: Richmond-wide	City of Richmond, AI Roadburg Foundation, Averbach Foundation, Chabad Richmond		Wed		
Food Link Society (formerly Immigrant Link Centre Society)	Food Distribution Program • Serving four affordable housing sites in Richmond biweekly (three sites on Week 1; one site on Week 2) Location: City Centre, Shellmont and Broadmoor	City of Richmond, Provincial Government (BC Community Gaming Grant), Food Link Society				Sat
Fraserview Mennonite Brethren Church	Community Meal Program (Dinner) ¹ Location: East Cambie	City of Richmond, Fraserview Mennonite Brethren Church		Wed		
Gilmore Park United Church	Community Meal Program (Dinner) Location: Seafair	Gilmore Park United Church			Thu	
	Takeaway Meals for After Hours Outreach Program ² Location: Richmond-wide				Thu	
LingYen Mountain Temple Canada	Community Meal Program (Vegetarian Lunch) Location: East Richmond	LingYen Mountain Temple Canada				Sun
Minoru Seniors Society	Seniors Centre Low-Cost Meals (Lunch) Location: City Centre	Minoru Seniors Society	Mon \$	Wed \$	Thu \$	Fri \$
Muslim Food Bank Society	Halal Food Hampers Location: East Cambie	City of Richmond, Muslim Food Bank Society				Sat (4th Sat)
Nanaksar Gurdwara Gursikh Temple	Community Meal Program (Vegetarian Meals, 24 hours/7 days a week) Location: East Richmond	Nanaksar Gurdwara Gursikh Temple	Mon	Tue	Thu	Fri

¹ Community meals are generally offered as sit-down dinners open to the public.

² Takeaway meals are intended to be distributed by the After-Hours Outreach Program to individuals at risk of or experiencing homelessness.

LEGEND  Free community meals  Free takeaway meals to outreach teams  Low-cost (\$) meals for all  Free grocery distribution, hampers and meal delivery  Meals for program participants only  Free outdoor food pantry (open 24/7)  Seasonal only

Schedule of Community Food Programs in Richmond (CONTINUED)

Organization	Services Offered	Funding Source	Service Schedule										
			Tue	Fri	Sun	Tue	Thu	Fri	Sun				
Parish of St. Alban's	Food Security Programs: • Community Meal Program (Dinner) • Takeaway Meals for After Hours Outreach Program • Hot Lunch Program • Outreach Program (Mini-hampers) • Sandwich Delivery Program Location: City Centre with delivery to other areas	City of Richmond, Parish of St. Alban's	Mon \$										
			Tue \$										
Pathways Clubhouse	Low-Cost Meal Program (Lunch) • For Clubhouse members Location: City Centre	City of Richmond, Vancouver Coastal Health, Pathways Clubhouse	Mon \$										
			Tue \$										
Peace Mennonite Church	Community Meal Program (Dinner) Location: East Cambie Takeaway Meals for After Hours Outreach Program Location: Richmond-wide	City of Richmond, Provincial Government (BC Community Prosperity Fund), Peace Mennonite Church	Tue (1st/3rd Tue)										
			Tue (3rd Tue)										
Progressive Housing Society	Drop-In Centre Meals (Lunch) • Open to members of the community at risk of or experiencing homelessness Location: City Centre Temporary Winter Shelter Meals • For individuals spending the night at either of the two shelters • 2 meals per day (Dinner and Breakfast) • Seasonal from November to March Location: City Centre and Broadmoor	City of Richmond	Mon										
			Tue										
Refuge Church	Community Meal Program (Dinner) Location: East Richmond Takeaway Meals for After Hours Outreach Program Location: Richmond-wide	Refuge Church	Mon										
			Tue										

LEGEND

- Free community meals
- Free takeaway meals to outreach teams
- Low-cost (\$) meals for all
- Free grocery distribution, hampers and meal delivery
- Meals for program participants only
- Free outdoor food pantry (open 24/7)
- Seasonal only

Schedule of Community Food Programs in Richmond (CONTINUED)

Organization	Services Offered	Funding Source	Service Schedule						
			Mon	Tue	Wed	Thu	Fri	Sat	
Richmond Family Place Society	Meal Programs (Breakfast, Lunch or Dinner) • For families with children under 6 years (siblings welcome) Location: City Centre	City of Richmond, Provincial Government (Ministry of Children & Family Dev., BC Community Gaming Grant), Richmond Family Place Society	Mon	Tue (Depot #2)	Wed	Thu	Thu (55+ only)	Fri	Sat
Richmond Food Bank Society	Grocery Distribution Services Outdoor Food Pantry (24 hours/7 days a week) Location: City Centre, Seafair (Depot #1), East Cambie (Depot #2) and East Richmond (Depot #3)	Food Banks Canada, Food Banks BC, Richmond Community Foundation, Gilmore Park United Church, Richmond Food Bank Society, among others	Mon (Depot #1)	Tue (Depot #2)	Wed (Depot #3)				
Richmond Presbyterian Church	Community Meal Program (Dinner) Location: Blundell Takeaway Meals for After Hours Outreach Program Location: Richmond-wide	City of Richmond, Richmond Community Foundation, Gilmore Park United Church, Richmond Presbyterian Church	Mon						
St. Joseph the Worker Parish	Community Meal Program (Dinner) Location: Seafair Takeaway Meals for After Hours Outreach Program Location: Richmond-wide	St. Joseph the Worker Parish							Sat
St. Paul's Parish	Takeaway Meals for St. Paul's Outreach Team Location: Richmond-wide	St. Paul's Parish						Fri	
The Kehila Society of Richmond	Meals-on-Wheels • Additional Food Fridge and Pantry (School Food Program) in East Richmond • Grocery gift cards Location: Richmond-wide	City of Richmond, Jewish Federation Grant, Mazon Canada, Averbach Foundation, The Kehila Society of Richmond		Tue		Thu			

LEGEND

- Free community meals
- Free takeaway meals to outreach teams
- Low-cost (\$) meals for all
- Free grocery distribution, hampers and meal delivery
- Meals for program participants only
- Free outdoor food pantry (open 24/7)
- Seasonal only

Schedule of Community Food Programs in Richmond (CONTINUED)

Organization	Services Offered	Funding Source	Service Schedule							
			Mon	Tue	Wed	Thu	Fri	Sat	Sun	
The Salvation Army – Richmond Community Corps	Food Security Programs: • Mobile Feeding Program (Food Truck) (Dinner) • Community Meal Program (Morning and Night) at Gilbert main site Location: City Centre and Broadmoor	City of Richmond, Hecht Foundation, Illich Foundation, The Salvation Army								
The Salvation Army – Richmond House Emergency Shelter	Richmond House Emergency Shelter Meals • For individuals staying at the shelter • 3 meals per day (Breakfast, Lunch and Dinner) Location: Shellmont	BC Housing								
Union Gospel Mission	Bagged Lunches (sandwiches) delivered by its Mobile Outreach Team	Union Gospel Mission			Wed					

Note: Updated as of February 26, 2026 with additional work underway to gather more information on the full spectrum of community food program providers in Richmond.

LEGEND

- Free community meals
- Free takeaway meals to outreach teams
- Low-cost (\$) meals for all
- Free grocery distribution, hampers and meal delivery
- Meals for program participants only
- Free outdoor food pantry (open 24/7)
- Seasonal only

List of Community Food Program Providers Supported by City Funding

Organization	2025 HSS Grant	2025 Council Community Initiative Account	2025 Total City Funding	2026 HSS Grant	2026 Council Community Initiative Account	2026 Total City Funding
1. Chabad of Richmond	Did not apply	n/a	n/a	\$5,000	n/a	\$5,000
2. Food Link Society	\$10,000	n/a	\$10,000	\$10,000	n/a	\$10,000
3. Frasersview Mennonite Brethren Church	\$5,000	n/a	\$5,000	\$5,000	n/a	\$5,000
4. Muslim Food Bank Society	Did not apply	n/a	n/a	\$7,500	n/a	\$7,500
5. Parish of St. Alban's	\$38,584	\$26,416	\$65,000	\$38,584	\$26,416	\$65,000
6. Pathways Clubhouse	\$36,657	n/a	\$36,657	\$36,657	n/a	\$36,657
7. Peace Mennonite Church	\$7,500	n/a	\$7,500	\$7,500	n/a	\$7,500
8. Refuge Church	\$25,000	\$85,000	\$110,000	\$25,000	\$75,000	\$100,000
9. Richmond Family Place Society	\$42,303	n/a	\$42,303	\$42,303	n/a	\$42,303
10. Richmond Presbyterian Church	\$7,500	n/a	\$7,500	\$7,500	n/a	\$7,500
11. St. Joseph the Worker Parish	\$7,500	n/a	\$7,500	Did not apply	n/a	n/a
12. The Kehila Society	\$7,500	n/a	\$7,500	\$7,500	n/a	\$7,500
13. The Salvation Army	\$0	\$20,000	\$20,000	\$10,000	\$20,000	\$30,000
Total	\$187,544	\$131,416	\$318,960	\$202,544	\$121,416	\$323,960

Schedule of School-Based Food Programs

SD38 Program	Description	Availability
Breakfast program (sit-down)	Sit-down breakfast offered at select schools where staffing capacity allows.	Based on school's needs; eligible for all schools.
Breakfast program (grab and go)	Portable breakfast items; preferred breakfast model due to staff capacity.	Based on school's needs; eligible for all schools.
Sandwich lunch program	Prepared sandwiches for elementary schools.	Based on school's needs; eligible for all schools.
Boxed lunch program	Boxed lunches for secondary schools.	Based on school's needs; eligible for all schools.
Universal hot lunch program (pilot program)	Provides 1-2 days per month where every student can receive a hot lunch at no cost.	Available at each school.
Community fridge	Refrigerated food available to students during the school day.	Available at each school.
Snack program	Fresh items (e.g. hummus kits, tuna and crackers) available to students during the school day.	Available at each school.
Fruit and veggie program	Monthly whole-school distribution of fruits or vegetables.	Available at each school.
Weekly fruit program	Weekly fruit in community fridges; in addition to or instead of monthly fruit and veggie program.	Based on school's needs; eligible for all schools.
Dairy program	Weekly dairy in community fridges on a rotational basis (e.g. milk, cheese, overnight oats); opt-in as part of fruit and veggie program.	Based on school's needs; eligible for all schools.
Backpack buddies	Weekly ready-to-eat or easy-to-prepare foods (with fresh items) packaged for the student to cover weekend meals.	Self-identified by parent(s) or by school administrators; eligible for all students.

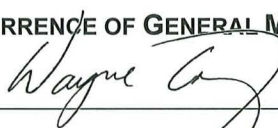
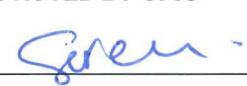


To: Planning Committee **Date:** February 12, 2026
From: John Hopkins **File:** 01-0157-30-
 Director, Policy Planning RGST1/2025-Vol 01
Re: **Response to Metro Vancouver’s Pre-Consultation: Metro 2050 Amendment Options in Response to South of the Fraser Mayors’ Request**

Staff Recommendation

That comments, as described in the report entitled “Response to Metro Vancouver’s Pre-Consultation: Metro 2050 Amendment Options in Response to South of the Fraser Mayors’ Request”, dated February 12, 2026 from the Director, Policy Planning, be endorsed and submitted to the Metro Vancouver Regional District Board as part of Metro Vancouver’s consultation process on potential amendments to the Regional Growth Strategy, Metro 2050.

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

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

Staff Report

Origin

The Metro Vancouver Regional District (MVRD) Board has initiated consultation on potential amendments to the Regional Growth Strategy (RGS), Metro 2050, in response to a letter to the Board Chair from three South of the Fraser Mayors (City of Surrey, Township of Langley, and City of Delta) in June 2025 (Attachment 1). These municipalities expressed that the current RGS amendment framework is limiting their ability to accommodate the region's growing demand for housing, employment lands, and essential services. This report is in response to the request for input from member municipalities on potential changes to Metro 2050.

In response, Metro Vancouver staff prepared a series of amendment options for MVRD Board consideration. On November 28, 2025, the MVRD Board directed staff to initiate pre-consultation on the proposed amendments. As part of Metro Vancouver's consultation process, the City of Richmond has been invited to provide written comments on the proposed amendments on or before March 20, 2026 (Attachment 2).

This report supports Council's Strategic Plan 2022-2026 Focus Area #1 Proactive in Stakeholder and Civic Engagement:

Proactive stakeholder and civic engagement to foster understanding and involvement and advance Richmond's interests.

- 1.1 *Continue fostering effective and strategic relationships with other levels of government and Indigenous communities.*
- 1.2 *Advocate for the needs of Richmond in collaboration with partners and stakeholders.*

This report supports Council's Strategic Plan 2022-2026 Focus Area #2 Strategic and Sustainable Community Growth:

Strategic and sustainable growth that supports long-term community needs and a well-planned and prosperous city.

Findings of Fact

Metro 2050, adopted in February 2023, is the region's long-range growth strategy. It outlines how population, housing, and employment growth will be managed over the next 30 years while supporting complete, compact communities. The primary growth management tool in Metro 2050 is the Urban Containment Boundary (UCB) which aims to protect agricultural, conservation, and rural lands from urban growth while minimizing urban sprawl and greenhouse gas emissions. The UCB is designed to encourage densification of urban growth in compact, transit-oriented communities, while also protecting industrial and agricultural land. Metro 2050 reinforces the UCB by limiting the extension of regional sewerage services outside of the UCB. Attachment 3 includes the Regional Land Use Designations map and Special Study Areas and Sewerage Extension Areas map from Metro 2050 for reference.

Under Metro 2050, amendments to the RGS are categorized into three types:

- **Type 1:** This typically applies to changes to the amendment process itself or other major changes such as the deletion or amendment of goals or strategies. A Type 1 amendment requires an amendment bylaw to be passed by a 50% +1 weighted vote of the MVRD Board and unanimous acceptance by all affected local governments. After receiving the required 50% +1 vote and unanimous acceptance at first, second, and third readings, the bylaw is then referred to all affected local governments for comments and ultimately unanimous acceptance. Any changes to the amendment process (e.g., changing specific amendments from a Type 2 to a Type 3 amendment process) as described in this report would be subject to a Type 1 amendment.
- **Type 2:** This generally applies to regional land use designation changes to and outside the UCB. A Type 2 amendment requires an amendment bylaw to be passed by a two-thirds weighted vote of the MVRD Board. After receiving the required two-thirds weighted vote at first, second, and third readings, the bylaw is then referred to all affected local governments for comments. Comments are considered by the MVRD Board; however, local government acceptance is not required, and the MVRD Board has final decision-making authority. Currently, amendments to the UCB, and amendments of Rural to Industrial, Employment or General Urban regional land use designation would require a Type 2 amendment.
- **Type 3:** This applies to specific designation changes as outlined in Metro 2050 generally for areas within the UCB. A Type 3 amendment requires an amendment bylaw passed by a 50% +1 weighted vote of the MVRD Board. After receiving the 50% +1 weighted vote at first, second, and third reading, the bylaw is then referred to all affected local governments for comments. Similar to a Type 2 amendment, comments are considered; however, local government acceptance is not required, and the MVRD Board has final decision-making authority. As described in this report, Metro Vancouver are proposing that some of the Type 2 amendments (e.g., amendments to the UCB and associated regional land use designation changes) become Type 3 amendments.

Note: Affected local governments for Metro Vancouver refers to twenty-one municipalities, Electoral Area A (covers mostly rural lands along Howe Sound and Indian Arm, UBC, and University Endowment Lands) and Tsawwassen First Nation.

The Greater Vancouver Sewerage and Drainage District (GVS&DD) oversees regional sewerage infrastructure and some drainage infrastructure in Vancouver, Burnaby, Port Moody, and Coquitlam. Regional wastewater and rainwater management is guided by the provincially Integrated Liquid Waste and Resource Management Plan. Metro 2050 reinforces the UCB by limiting the extension of regional sewerage services into areas designated for Rural, Agricultural, Conservation and Recreation. While local governments can apply for boundary amendments, only the GVS&DD Board can adopt amendment bylaws to change the regional sewerage boundary.

Proposed Amendment Options to Metro 2050

As indicated in Attachment 1, the joint letter from the Mayors of the City of Surrey, Township of Langley and City of Delta dated June 19, 2025 expresses concerns regarding the existing Metro 2050 amendment framework that causes challenges for the three-member jurisdiction to meet the demand for growth and other essential services due to limited developable area inside the UCB.

As such, the Mayors are asking Metro Vancouver to amend the RGS to accommodate growth pressures south of the Fraser River. Specifically, they are requesting:

- more flexible, streamlined amendment mechanisms, including UCB adjustments for areas outside of the Agricultural Land Reserve (ALR) and environmentally sensitive areas with minimal to no regional involvement;
- reclassifying some amendments to require lower decision-making thresholds; and
- allowing more site-specific areas to be explored for future growth.

In response to the request, Metro Vancouver staff developed four proposed amendments to improve UCB flexibility and streamline the amendment process without compromising the regional growth management objectives. This was endorsed by the MVRD Board at their November 28, 2025 meeting for consultation. The proposed amendments are as follows and are discussed in further detail under the Analysis section:

1. **Add new Special Study Areas** in the requesting municipalities for inclusion in Metro 2050. Once the requesting municipalities identify the specific areas for inclusion, any amendment to Metro 2050 to include a new Special Study Area would require a Type 3 amendment.
2. **Re-Classify amendments** to expand the UCB and to redesignate lands with a Rural regional land use designation from a Type 2 to a Type 3 amendment process. In order to make this change, a Type 1 amendment would be required.
3. **Expand amendment opportunities** for properties adjacent to the UCB that are designated Agriculture or Rural to any regional land use designation from a Type 2 to a Type 3 amendment process. In order to make this change, a Type 1 amendment would be required.
4. **Expand the use of the flexibility clause (6.2.7)** in Metro 2050 for properties adjacent to the UCB that meet certain criteria. In order to make this change, a Type 3 amendment would be required.

Metro Vancouver staff have also identified several improvements to the amendment process that can be implemented without a formal RGS amendment.

Analysis

City of Richmond Comments on the Four Proposed Metro 2050 RGS Amendments

The four proposed amendments to Metro 2050 and potential impacts to Richmond and the region are summarized as follows:

Proposed Amendments Summary	Potential Impacts
<p>1. Add new Special Study Areas in the requesting municipalities</p> <ul style="list-style-type: none"> • Metro 2050 currently does not permit new Special Study Areas (SSAs) and is not intended as a growth management tool. Proposed land use changes within a SSA are considered a Type 3 Amendment. 	<p><u>Richmond:</u></p> <ul style="list-style-type: none"> • Richmond does not have existing SSAs and this proposed amendment would not permit the City to identify new ones. • May not have strong immediate impacts to Richmond if new SSAs are designated, but future land use changes in SSA areas would occur in areas that are currently regionally designated as

Proposed Amendments Summary	Potential Impacts
<ul style="list-style-type: none"> • Proposed amendment: This would allow the three municipalities to designate new SSAs outside the UCB, allowing them to explore potential future land use changes and providing a clearer framework for considering targeted growth areas. Further policy work is required to define the conditions for introducing new SSAs. 	<p>Rural, Agricultural, Industrial, and outside the UCB.</p> <p><u>Regional:</u></p> <ul style="list-style-type: none"> • Only the three requesting municipalities would be able to make a request for a SSA.
<p>2. Re-classify amendments to properties with a regional Rural land use designation as Type 3 amendments</p> <ul style="list-style-type: none"> • Current amendments with a Rural regional land use designation: <ul style="list-style-type: none"> ○ Type 2: Rural to Industrial, Employment, General Urban ○ Type 3: Rural to Agricultural, Conservation and Recreation • 99% of Rural lands are outside the UCB • Proposed amendment: Rural to any regional land use designation as Type 3 amendment, including moving the UCB. 	<p><u>Richmond:</u></p> <ul style="list-style-type: none"> • Richmond does not have regional Rural land use designations, so this proposed amendment is not applicable. <p><u>Regional:</u></p> <ul style="list-style-type: none"> • Only a select number of municipalities would be able to utilize this amendment. • Undermines the region's aim to protect and intensify existing industrial lands, support growth in transit-oriented areas and situate jobs close to where people live.
<p>3. Expand amendment opportunities for properties contiguous with the Urban Containment Boundary</p> <ul style="list-style-type: none"> • Current Metro 2050 policy permits Rural and Agricultural parcels contiguous to the UCB (and outside ALR) to apply for Industrial designation as a Type 3 amendment • Proposed amendment: Rural and Agricultural parcels contiguous to UCB to any regional land use designation could be proposed as a Type 3 amendment. • Criteria for amendments: <ul style="list-style-type: none"> ○ outside the ALR and ESAs ○ can be serviced with existing or committed infrastructure ○ support compact, transit-oriented, complete communities • Recognizes that some contiguous areas outside the UCB may present opportunities for supporting urban expansion. 	<p><u>Richmond:</u></p> <ul style="list-style-type: none"> • This amendment would specifically impact property owned by Montrose Industries at 7011 No. 7 Road and an unaddressed parcel (PID: 024-397-423) which was removed from the ALR by the Province in 2023, is outside the UCB, and is designated Agriculture in the City's OCP and Metro 2050. • All other lands adjacent to the UCB in Richmond fall within the ALR and therefore do not meet Metro Vancouver's criteria. <p><u>Regional:</u></p> <ul style="list-style-type: none"> • Only a select number of municipalities would be able to utilize this amendment.
<p>4. Expand the use of the 'Flexibility Clause' for properties contiguous with the Urban Containment Boundary</p> <ul style="list-style-type: none"> • Metro Vancouver's flexibility clause (6.2.7) allows limited changes to regional land use designations within the UCB through municipalities' Regional Context Statement (RCS), without requiring a 	<p><u>Richmond:</u></p> <ul style="list-style-type: none"> • Richmond's OCP currently permits the flexibility clause policy, and the proposed amendment would have no immediate impact on Richmond, as the City would only meet one of two conditions under Policy 6.2.7: <ul style="list-style-type: none"> ○ the Member Jurisdiction may re-designate land from one regional land use designation

Proposed Amendments Summary	Potential Impacts
<p>formal Metro 2050 amendment if conditions in policy 6.2.7 are met.</p> <ul style="list-style-type: none"> • Proposed amendment: Extend the same flexibility to sites contiguous to and outside the UCB if they meet the same conditions under policy 6.2.7. • This would provide member jurisdictions with more local discretion for growth opportunities without triggering a Metro 2050 amendment. 	<p>to another regional land use designation, only if the aggregate area of all proximate sites so re-designated does not exceed one (1) hectare.</p> <p>Note: The combined area of all land re-designated under policy 6.2.7 conditions must not exceed two percent of the member jurisdiction's total land in each relevant regional land use designation as of July 29, 2011.</p> <p><u>Regional:</u></p> <ul style="list-style-type: none"> • This amendment would only apply to municipalities with non-ALR land outside of the UCB.

Planning Implications

The proposed amendments would have little benefit to the City of Richmond and instead primarily increase flexibility for the three South of the Fraser municipalities, which have submitted the majority of amendment requests since 2023. This approach undermines the intent of the UCB to limit sprawl and strive for a compact metropolitan urban form, as well as focus urban growth within the compact urban form through transit-oriented, complete communities. While Official Community Plans across the region are aimed at supporting compact communities, ecological protection, and directing growth away from agricultural lands, Richmond's limited agricultural land base and flood-risk make it particularly vulnerable to the environmental impacts of regional UCB expansion. As more land South of the Fraser could be unlocked for growth under the proposed amendments, uneven expansion could create ecological pressures and contribute to long-term imbalances in economic and infrastructure investment, even if the effects are not immediate.

It is acknowledged that there are growth-related challenges faced by South of the Fraser municipalities in accommodating increasing demand for housing and essential services. However, planning decisions should be proactive and grounded in strategic long-range thinking, rather than reactive to case-by-case amendment requests. Alternative solutions could involve undertaking a more comprehensive review of the UCB to evaluate broader amendments to the GVS&DD sewerage boundary. This approach would focus on Rural-designated areas that lie outside both the UCB and the ALR but are already within the sewerage boundary. Such a review would provide a more strategic path forward on a regional basis, rather than weakening the amendment process as proposed by the three South of the Fraser municipalities.

Regional Servicing

Any amendments to how the UCB may be adjusted would need to be coordinated with how adjustments to the GVS&DD boundary are administered. The implications for regional servicing, including sewer extensions, have not yet been assessed in terms of the land base impacted, nor the potential servicing and cost implications for utilities, transit and other urban services. Metro Vancouver would need to provide clarity around how any servicing costs

associated with adjusting the GVS&DD boundary would be determined and allocated. This assessment would accompany consideration of any potential amendment bylaws to Metro 2050.

Next Steps

Following Council endorsement, a letter would be sent to Metro Vancouver prior to the March 20, 2026 deadline highlighting the following:

- The proposed options as presented by Metro Vancouver undermines the intent of the UCB which is to limit sprawl and strive for a compact metropolitan urban form, as well as focus urban growth within the compact urban form through transit oriented, complete communities.
- Planning decisions should be proactive and grounded in strategic long-range thinking, rather than reactive to case-by-case amendment requests. Alternative solutions could involve undertaking a more comprehensive review of the UCB to evaluate broader amendments to the GVS&DD sewerage boundary.
- Any amendments to how the UCB may be adjusted would need to be coordinated with how adjustments to the GVS&DD boundary are administered.
- Metro Vancouver would need to provide clarity around how any servicing costs associated with adjusting the GVS&DD boundary would be determined and allocated.

Metro Vancouver has indicated that comments received from affected local governments will be reviewed by the MVRD Board on April 24, 2026. This may include consideration of initial readings of amendment bylaw(s). If readings are given to amendment bylaw(s), comments from member municipalities will be required, including unanimous acceptance if any of the proposed amendments outlined in this report are considered.

Financial Impact

None.

Conclusion

Metro Vancouver has provided information on four proposed amendments to Metro 2050 in response to a joint letter from the Mayors of the City of Surrey, Township of Langley, and City of Delta. The letter raises concerns about the current amendment framework and the challenges it creates for meeting growth demands South of the Fraser. The proposed draft amendments address the issues outlined in the letter, and member jurisdictions including Richmond have been given an opportunity to provide comments in the pre-consultation process.

Based on staff's review, the proposed amendments do not benefit the City of Richmond and instead primarily increase flexibility for the three South of the Fraser municipalities. While Richmond recognizes the growth pressures they face, planning decisions should be guided by strategic, long-range considerations.

It is recommended that the comments outlined in this report entitled "Response to Metro Vancouver's Pre-Consultation: Metro 2050 Amendment Options in Response to South of the Fraser Mayors' Request", dated February 12, 2026 from the Director, Policy Planning, be endorsed and

February 12, 2026

- 8 -

submitted to the Metro Vancouver Regional District Board as part of Metro Vancouver's consultation process on potential amendments to the Regional Growth Strategy, Metro 2050.



Emily Huang
Planner 2 (Policy Planning)
(604-204-8631)

EH:cas

- Att. 1: Letter dated June 19, 2025 to Metro Vancouver from the City of Surrey, Township of Langley and City of Delta regarding "Urban Containment Boundary – Urgent Need for Policy Reform"
- Att. 2: Letter dated January 20, 2026 to City of Richmond from Metro Vancouver regarding "Consultation on Proposed Metro 2050 Amendment Options in Response to South of the Fraser Mayors' Request"
- Att. 3: Metro 2050 Maps, including Regional Land Use Designations and Special Study Areas and Sewerage Extension Areas Map.



June 19, 2025

Via E-mail

Mayor Mike Hurley
 Chair, Metro Vancouver Board of Directors
 Metrotower III, 4515 Central Boulevard
 Burnaby BC V5H 0C6

Dear Chair Hurley and Members of the Board:

Re: Urban Containment Boundary – Urgent Need for Policy Reform

The Mayors of Surrey, the Township of Langley, and Delta jointly write to advise the Metro Vancouver Regional District to express a unified concern over the Metro 2050 framework, as currently written and administered, is obstructing our collective ability to plan for and deliver the housing, employment land and critical services our rapidly growing South-of-the-Fraser communities require.

Our communities are facing increased challenges due to the current policies and administrative process governing the Urban Containment Boundary (UCB) as outlined in the Regional Growth Strategy (RGS).

Accordingly, we expect the Board to direct staff to draft amendments that will:

1. **Redefine and modernize the UCB.** Policy language must allow contiguous UCB extensions that:
 - are outside the Agricultural Land Reserve and ecologically sensitive areas;
 - can be serviced with existing or committed infrastructure; and
 - support compact, transit-oriented, complete communities.
2. **Re-classify qualifying UCB expansions as Type 3 amendments.** The process for expending or adjusting the UCB through a Type 2 or Type 3 amendment under the RGS is burdensome, time-consuming, and often lacks transparency or consistency in interpretation. The ambiguity surrounding what qualifies as a Type 2 versus Type 3 amendment has led to unnecessary delays and uncertainty for both the municipalities and the development community. Therefore, we propose extensions meeting the above criteria—or located within Special Study Areas—should proceed as Type 3 amendments, subject to a simple majority (50% + 1) weighted vote, rather than the current two-thirds super-majority required for Type 2 amendments.
3. **Introduce a streamlined “minor realignment” allowance.** The municipalities should be granted more authority to make UCB changes that are consistent with their Official Community Plans and that align with regional objectives. Including, Site-specific UCB adjustments that do not compromise regional objectives, with notification to Metro Vancouver in lieu of a full amendment process.

South-of-the-Fraser municipalities will accommodate the largest share of the region's future population and job growth—yet only a fraction of developable lands lie within the existing UCB. The status quo is untenable; persisting with it will deepen the region's housing shortage, constrain industrial expansion, and undermine transportation investments.

We recognize the importance of a coordinated regional approach and remain committed to working with Metro Vancouver and our regional partners. However, this commitment must be balanced with a system that is adaptive, equitable, and supports the practical realities of a fast-growing communities.

We call on Metro Vancouver to initiate a formal review of the UCB amendment process and the Regional Growth Strategy to address the concerns of the South of the Fraser municipalities. We are prepared to contribute staff expertise, data, and policy insights to assist in this necessary review.

We therefore request the following immediate actions:

Staff direction: That Metro Vancouver staff report back with draft text amendments and a revised amendment classification table by September 30 2025.

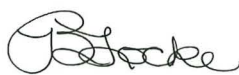
Committee delegation: That representatives of our four municipalities be invited to present the technical basis for these changes at the next meeting of the Regional Planning Committee.

Voting fairness: That the Board commit, in advance, to treating any qualifying UCB expansion as a Type 3 amendment, effective immediately.

Failure to address these issues promptly will compel our municipalities to explore every legislative and intergovernmental avenue available to secure the flexibility our residents and businesses deserve.

We look forward to your prompt confirmation that Metro Vancouver will proceed as outlined above.

Sincerely,



Mayor Brenda Locke,
City of Surrey



Mayor Eric Woodward,
Township of Langley



Mayor George V. Harvie,
City of Delta

cc: Mayor John McEwen, Vice-Chair, Metro Vancouver Board
Chief Administrative Officers – South of the Fraser Municipalities
Regional Planning Advisory Committee

Office of the Chair
Tel. 604-432-6215 or via Email
CAOAdministration@metrovancouver.org

January 20, 2026

File: CP-11-01
Ref: RD 2025 11 28

Mayor Malcolm Brodie and Council
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

VIA EMAIL: mbrodie@richmond.ca; cau@richmond.ca; carol.day@richmond.ca;
lgillanders@richmond.ca; kash.heed@richmond.ca; andy.hobbs@richmond.ca;
alexa.loo@richmond.ca; bmcnulty@richmond.ca; michael.wolfe@richmond.ca

Dear Mayor Malcolm Brodie and Council:

**Consultation on Proposed *Metro 2050* Amendment Options
in Response to South of the Fraser Mayors' Request**

On November 28, 2025, the Metro Vancouver Regional District (MVRD) Board of Directors directed staff to initiate consultation on potential amendments to *Metro 2050*, the Regional Growth Strategy, in response to a letter to the Board Chair from three South of the Fraser Mayors. These municipalities have expressed that the current amendment framework is limiting their ability to accommodate the region's growing demand for housing, employment lands, and essential services.

In June 2025, the mayors of Surrey, Langley Township, and Delta submitted a joint letter outlining policy changes they believe are necessary to better support growth and development south of the Fraser. Informed by this request and subsequent discussions with municipal staff and the MVRD Board, Metro Vancouver has developed four amendment options for consideration. These options focus on improving flexibility for making adjustments to the Urban Containment Boundary and streamlining the amendment process while maintaining the integrity of regional growth management objectives.

The proposed amendment options are:

1. Type 3 amendment: Add new Special Study Areas in the requesting municipalities.

Currently, *Metro 2050* does not allow the addition of new Special Study Areas (SSAs). SSAs are designated locations where future regional land use changes are anticipated but require further study before an amendment can proceed. This amendment would allow Surrey, Langley Township, and Delta to identify a limited number of new SSAs for inclusion in *Metro 2050*, enabling future land use changes in these areas to be considered under a lower voting threshold.

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2. **Type 1 amendment: Re-Classify amendments to lands with a Rural regional land use designation from Type 2 to Type 3 amendments.**
Lower the voting threshold for designation changes from Rural to Industrial, Employment, or General Urban.
3. **Type 1 amendment: Expand amendment opportunities for properties adjacent to the Urban Containment Boundary.**
Lower the voting threshold for changes from Agricultural or Rural to General Urban or Employment, provided that the sites (a) are contiguous with the Urban Containment Boundary; (b) are outside the Agricultural Land Reserve and ecologically sensitive areas; (c) can be serviced with existing or committed infrastructure; and (d) support compact, transit-oriented, complete communities.
4. **Type 3 amendment: Expand use of the flexibility clause (6.2.7) for properties adjacent to the Urban Containment Boundary.**
Allow regional land use designations on sites contiguous to the Urban Containment Boundary to be changed without a *Metro 2050* amendment, if the change satisfies criteria outlined in the current flexibility clause (i.e. site size and cumulative usage).

Under *Metro 2050*, Type 1 amendments require a 50%+1 weighted vote of the MVRD Board plus unanimous acceptance by all affected local governments to pass. Type 3 amendments require a 50%+1 weighted vote of the MVRD Board to pass after an opportunity for comment from all affected local governments. More details about these amendment types is contained in Part F of *Metro 2050* ([Implementation](#)) and in the [Regional Growth Strategy Amendments Implementation Guide](#).

The MVRD Board cannot give initial readings to a *Metro 2050* amendment bylaw that affects local governments without first consulting with them. As an agency with a statutory role in the Regional Growth Strategy amendment process, we are seeking your feedback on these options, as detailed in the enclosed staff report. At this stage, we are not requesting formal consideration of any bylaw; all feedback received through this consultation will be summarized and provided directly to the Metro Vancouver Regional District Board when it considers the initial readings of any draft *Metro 2050* amendment bylaws. If the MVRD Board grants initial readings to any bylaw at that meeting, a formal referral and comment period of at least 60 days will be initiated.

To meet this timeline, we request that you provide any comments by **March 20, 2026**. Staff would be pleased to meet with your staff or present to your Council or Board to discuss the proposed options in more detail. To arrange this, or should you have any questions, please contact Jonathan Cote, Deputy General Manager, Regional Planning and Housing Development, Regional Planning and Housing Services, by phone at 604-432-6391 or by email at jonathan.cote@metrovancover.org.

Thank you for your attention to this matter and for your continued collaboration in shaping the region's growth.

Enclosed is a copy of the aforementioned staff report for your reference.

Yours sincerely,



Mike Hurley
Chair, Metro Vancouver Boards

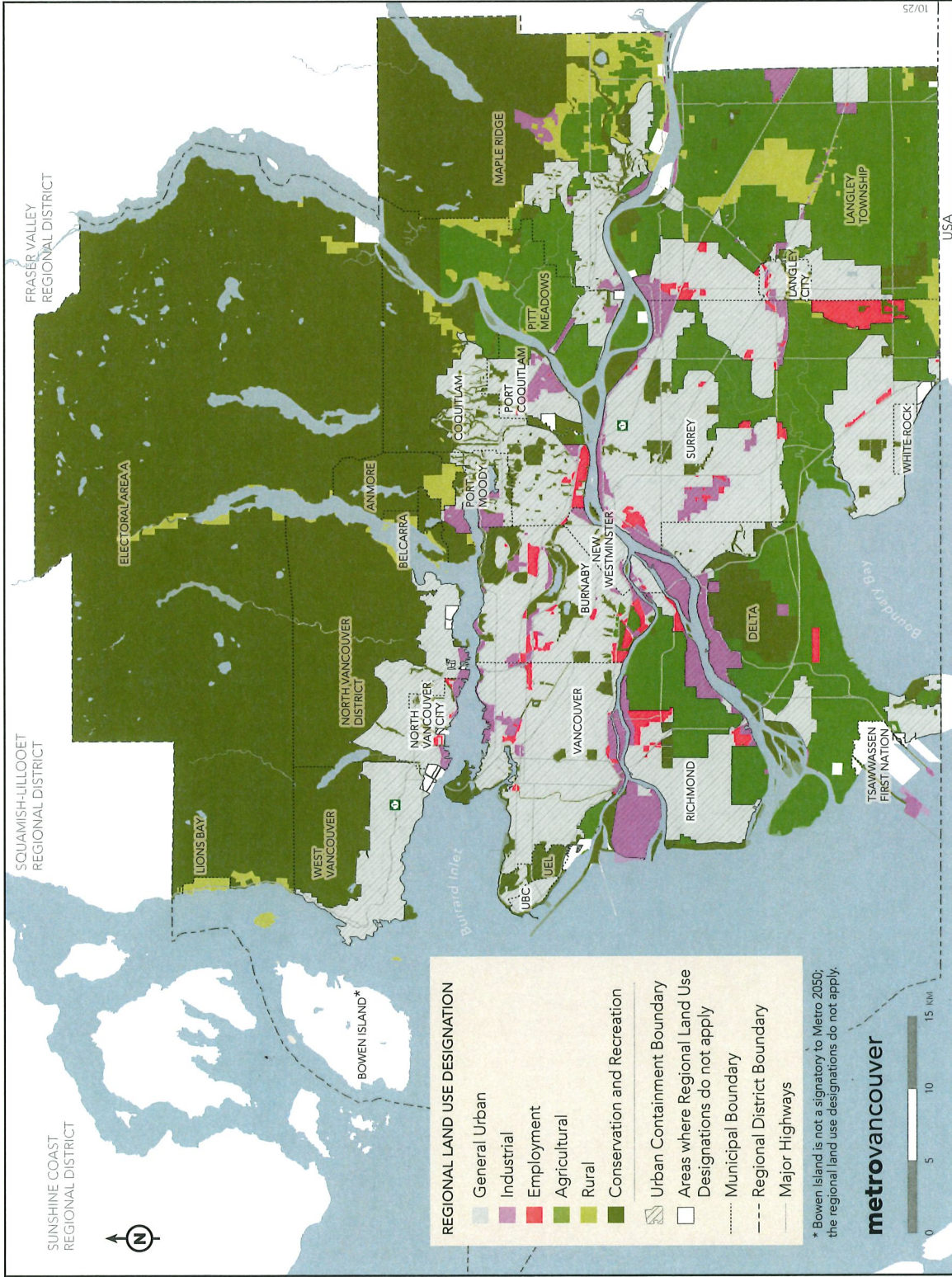
MH/JC/ms

cc: Serena Lusk, Chief Administrative Officer, City of Richmond
Claudia Jesson, Director of City Clerk's Office, City of Richmond
Jerry Dobrovolny, Commissioner/Chief Administrative Officer, Metro Vancouver
Heather McNell, Deputy Chief Administrative Officer, Policy and Planning, Metro Vancouver

Encl: [MVRD Board Report dated November 14, 2025, titled "Proposed Metro 2050 Amendment in Response to South of the Fraser Mayors' Request" \(pg. 407\)](#)

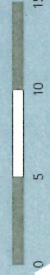
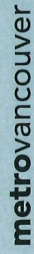
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MAP 2 Regional Land Use Designations

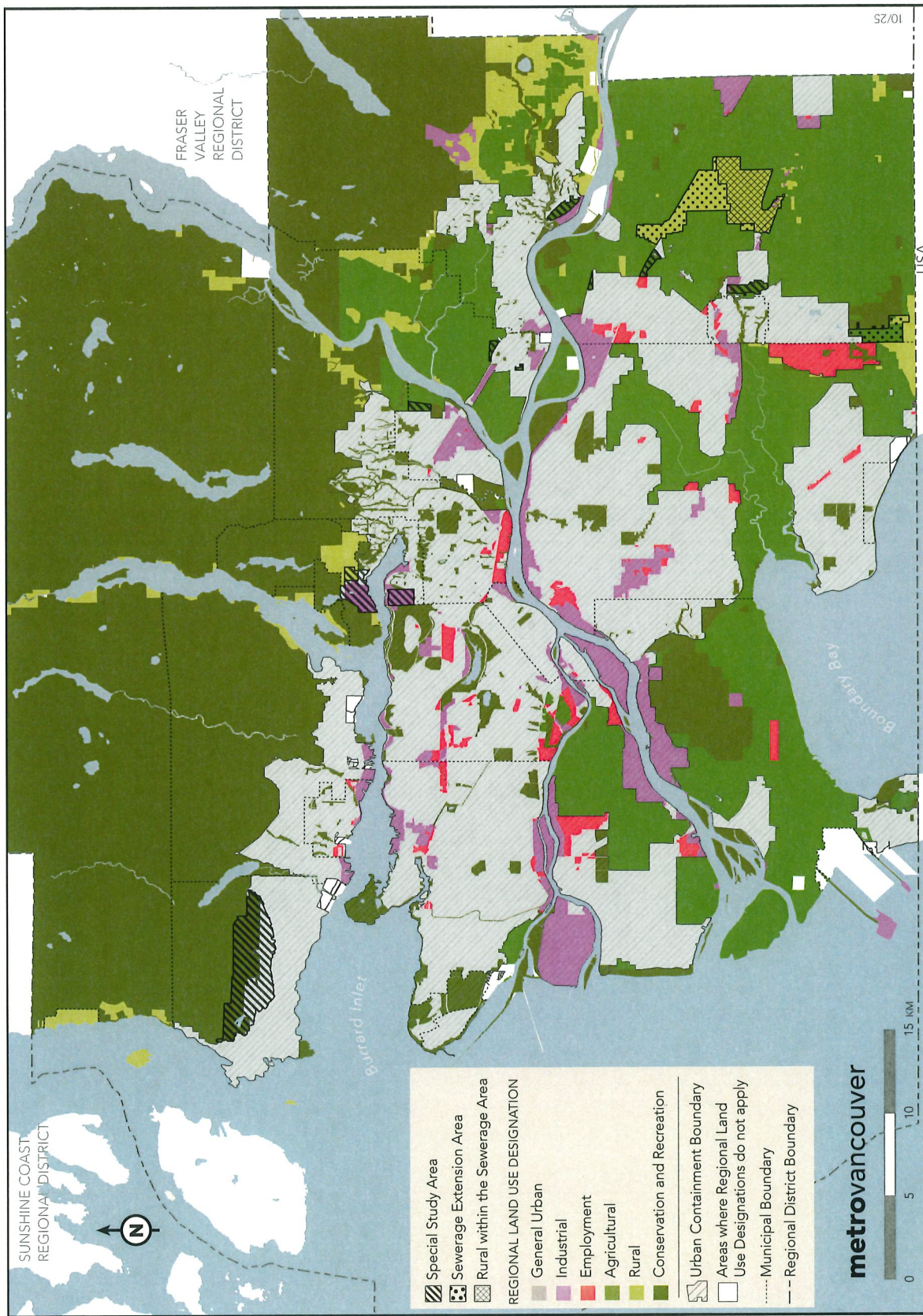


This map is a small scale representation of the parcel-based Regional Land Use Designation Map that Metro Vancouver maintains as the basis for defining land-use designation boundaries. The official Regional Land Use Designation Map can be found at metrovancover.org. Revised by Bylaw 1406, 2025.

* Bowen Island is not a signatory to Metro 2050; the regional land use designations do not apply.



MAP 12 Special Study Areas and Sewerage Extension Areas



Revised by Bylaw 1404, 2025.





City of Richmond

Report to Committee

To: Planning Committee **Date:** February 12, 2026
From: James Cooper **File:** 08-4000-01/2025-Vol
 Director, Building Approvals 01
Re: **Harmonization of the Basic Universal Housing Features with the BC Building Code "Adaptable Dwelling Unit" Regulations**

Staff Recommendation

That Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10728, to harmonize the existing provisions of the Basic Universal Housing Features (Section 4.16) with those described in Section 3.8.5, Adaptable Dwelling Unit, of the current British Columbia Building Code, be introduced and given first reading.

James Cooper
 Director, Building Approvals
 (604-247-4606)

Att. 2

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

Staff Report

Origin

The purpose of this report is to harmonize the Basic Universal Housing (BUH) features in Zoning Bylaw No. 8500 with the requirements of the BC Building Code's Adaptable Dwelling Unit (ADU), maintaining incentivization for existing enhanced residential accessibility standards and introducing increased incentives for accessible balconies and patios, and the number of ADU-compliant units beyond those required by the base Building Code.

This report supports Council's Strategic Plan 2022-2026 Focus Area #2 Strategic and Sustainable Community Growth:

Strategic and sustainable growth that supports long-term community needs and a well-planned and prosperous city.

This report supports Council's Strategic Plan 2022-2026 Focus Area #3 A Safe and Prepared Community:

Community safety and preparedness through effective planning, strategic partnerships and proactive programs.

Findings of Fact

Context

In 2007, the City incorporated the requirements of the BUH into Zoning Bylaw No. 5300 as a voluntary program to encourage accessibility design within units, primarily in apartment buildings, at a time when the base Building Code did not consider residential accessibility. An exemption of 1.86 m² (20 ft²) for each unit achieving the BUH standards was granted to offset the additional space needed to accommodate the larger dimensions for accessibility features.

Continuously Upgrading

These bylaw provisions were continued in Zoning Bylaw No. 8500, with an expanded and refined list of features to facilitate movement and use by persons with disabilities, and adaptation for possible future accessible configurations. These provisions were subsequently harmonized with the Building Code accessibility criteria in 2011 and again in 2012 to remove from the list features already covered under the base Building Code.

Current Condition

The current BC Building Code, as of 2024, establishes accessibility standards for residential units in multi-unit buildings, with design requirements in Section 3.8.5, Adaptable Dwelling Unit (ADU). Please see Attachment 1 for the design guidelines describing the spatial requirements within residential units.

Without exception, these ADU provisions for spatial requirements surpass or are equivalent to those outlined in the City's BUH. These include dimensional requirements for maneuvering

spaces for approaches to sinks, tubs, toilets, showers, kitchen and doorways; around the bed and closet in at least one bedroom; as well as widths of corridors and doors that comprise an accessible path.

There are also requirements for functional ergonomics of counters, cabinets, mirrors, electrical switches and controls, plumbing adaptable for future fixture changes and heights and electrical rough-in for future door operators. Please see Attachment 2 for a table comparing spatial requirements for items considered in both ADU and in existing BUH standards in the Zoning Bylaw.

Although spatial requirements are more stringent in the ADU standard, there are several items in BUH not considered in the ADU that staff consider significant and should be part of measures required for an incentive. These are as follows:

- task lighting at the sink, stove and key work areas in the kitchen
- pull-out work boards at 810 mm height in the kitchen
- at least one window in the bedroom and living room, with a sill height not exceeding 750 mm to accommodate seated viewing; and
- minimum size 1,500 mm × 1,500 mm for patios and balconies.

Analysis

Consultation

Prior to developing the strategy for harmonizing the BC Building Code's ADU requirements for residential accessibility with the City's BUH, members from the development and design industries, including the Urban Development Institute and major architectural firms, as well as the Richmond Accessibility Advisory Committee (RAAC), were consulted on elements of a reasonable approach.

The strategy was presented to the RAAC on January 14, 2026. Overall, the RAAC endorsed this approach to harmonization and commended the City's efforts to further accessible housing beyond provincial requirements. The RAAC also requested that additional design elements be explored for incorporation into the BUH items. At the February 11, 2026, RAAC meeting, the Committee identified several potential items for inclusion in the BUH items. These items have been considered within the framework of BUH features. Some were found to be already addressed in BUH, ADU and general Building Code provisions while others have been included in this proposal or will be considered in further amendments to the BUH.

Approach

The approach continues the City's goal for constantly improved accessibility through a system of incentives to encourage voluntary incorporation of higher standards.

Although the 2024 BC Building Code's ADU requirements contain more stringent dimensional requirements than the City's BUH, the Province, as of March 2025, has taken a phased approach to implementation. Currently, the Building Code requires 20 per cent of all single storey units in

multi-residential buildings to comply, instead of all units as originally intended at the introduction of the 2024 edition of the code. Presumably, future administrative directives or code iterations will require increasing percentages of units to comply until all are compliant. The Province cited financial impacts of increased costs to produce larger units accommodating the greater clearances required, and disruption to delivery of projects already under design.

This phased approach provides the City with opportunities to expand incentives for greater accessibility based on floor area exemptions that reflect the area required for the specific features:

1. The first maintains the incentive for any unit achieving the BUH standard. Since the BUH standard includes the four items (mentioned above) not considered in the ADU provisions, the 20 per cent of units required to be ADU compliant by the Building Code will also qualify for the incentive if those four items are incorporated.
2. The second incentivizes an increased number of units to achieve the ADU standard beyond the 20 per cent required by the base Building Code.

Incentives Structure

The City will maintain its strategy to offer floor area exemptions from the maximum allowed to incentivize voluntary, higher accessibility standards beyond the Building Code. Like earlier efforts determining the appropriate area exemption to achieve BUH compliance, the design industry was consulted on area requirements for the ADU provisions. That consultation suggests the minimum additional area to accommodate the increased spatial requirements in ADU regulations is approximately 3.72 m² (40 ft²), as opposed to the 1.86 m² (20 ft²) for BUH.

Proceeding on the RAAC 's endorsement of our approach, there is strong support for including the four BUH items (mentioned above) not considered in the ADU, and the following as requirements for the 3.72 m² (40 ft²) floor area exemption:

- additional electrical outlets in bedrooms for future motorized bed and other equipment
- an accessible door sill to balconies and patios as current regulations are silent on the height of such door sills, which almost always prevent access.

Incentives, Floor Area Exemptions:

1. A 1.86 m² (20 ft²) floor area exemption will continue to apply for each unit designed to achieve the current BUH standard. This will also apply to those ADU-compliant units required by the base Building Code that incorporate the following items, less an accessible door sill requirement:
 - task lighting at the sink, stove and key work areas in the kitchen
 - pull-out work boards at 810 mm height in the kitchen
 - at least one window in the bedroom and living room, with a sill height not exceeding 750 mm to accommodate seated viewing; and
 - minimum size 1,500 mm × 1,500 mm for patios and balconies.

Those that provide an accessible door sill to patios and balconies and additional electrical outlets in one bedroom, in addition to the above, will qualify for the 3.72 m² (40 ft²).

2. A 3.72 m² (40 ft²) floor area exemption will apply for each unit, beyond the 20 per cent required by the Building Code, designed to meet the ADU standards and incorporating the following features:
 - task lighting at the sink, stove and key work areas in the kitchen
 - pull-out work boards at 810 mm height in the kitchen
 - at least one window in the bedroom and living room, with a sill height not exceeding 750 mm to accommodate seated viewing
 - minimum size 1,500 mm × 1,500 mm for patios and balconies
 - an accessible door sill to patios and balconies; and
 - additional electrical outlets in bedrooms for future motorized bed and other equipment.

Financial Impact

None.

Conclusion

Incorporating the provisions of the ADU regulation with those of the BUH to incentivize enhanced measures will improve the overall level of accessibility in residential units and continue to promote Richmond as a municipal leader in the advancement of accessibility. These changes are required to address the Province's phased implementation of the 2024 Building Code's ADU provisions, as well as to modernize the City's accessibility standard. They represent the City's commitment to continuous improvement for an accessible environment. These amendments will require Public Hearing for second and third reading prior to adoption.



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Director, Building Approvals
(604)247-4606

JC:fa

- Att. 1: Adaptable Dwelling Unit (ADU) Design Guidelines
2: BUH vs ADU Comparison Table



2024 BC BUILDING CODE ADAPTABLE DWELLING UNIT ILLUSTRATIVE DESIGN GUIDE



2025.03.14

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Acknowledgments

We extend gratitude to the local governments, development industry professionals, accessibility advocates and other interest holders who contributed their input to inform the development of the Adaptable Dwelling Unit Illustrative Design Guide.

This guide was developed by Lucas Genereux, ASCT and Andrew Harmsworth, M Eng, P Eng, CP, FEC at GHJ Consultants Ltd. with illustrations created by John Wall, Architect AIBC, RAIC, Shane O'Neill, Architect AIBC, RAIC, Sergio Mancini, Architect and Urban Planner Licensed in Brazil, and Catherine Wong, Intern Architect, AIBC at PUBLIC Architecture + Design Inc. in partnership with Ministry staff from the Building and Safety Standards Branch.

We acknowledge with gratitude that this guide was produced on the traditional unceded territories of the x^wməθkweyəm (Musqueam), Skwxwú7mesh (Squamish), and səliłwətał/Selilwíłh (Tseil-Wautuh) Nations, we respectfully honour their cultures and traditions and all the unique Indigenous Peoples and Nations across the province.

Preface

Adaptable dwellings help people through every stage of life. Not only do they provide adaptable housing for people living with disabilities, they also help those experiencing life changing illnesses or temporary or permanent injuries, multigenerational families, and seniors who may wish to age in place. Adaptable dwellings provide accessible entrances, more clearance space to support mobility, accessible controls, switches, and features to suit occupants' needs, offering greater comfort and accessibility.

The BC Building Code (BCBC) provisions have been enacted in the context of and in alignment with the 2020 National Building Code (NBC) research that reflects how people interact with the built environment. The [*Accessible British Columbia Act*](#) was passed in June of 2021, with the commitment to prioritize more accessible homes, buildings, infrastructure and public spaces and support people with disabilities to meaningfully participate in their communities.

The adaptable dwelling unit requirements of the 2024 BCBC aim to reduce future retrofitting costs and help people to stay in their homes through illness, injury, and aging. This guide is intended to be a complementary resource to the Space and Cost Impact Report Study to support implementation of the 2024 BCBC adaptable dwelling unit and earthquake requirements.

The illustrations and commentary within this guide should not be read as legal interpretations of the BCBC requirements. This design guide offers suggestions and considerations for the design community and does not replace formal Code education or the legal language within the 2024 BCBC. Accessible and adaptable spaces should be designed by qualified individuals who have been properly trained on accessible and adaptable building systems and design. The Building Code establishes the scope and application of the design guide content.

Legend

To assist with content identification in this design guide, the following legend describes the conventions used to display the 2024 BCBC language, commentary, and clear floor space illustrations.

Black Text – 2024 BC Building Code provisions

Italicised Text – Defined terms in the 2024 BC Building Code

Black Outlined Box

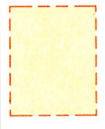
– References to code sections outside 3.8.5 / Notes to Part 3

Black Line and Grey Box – Design guide notes and commentary

Clear Floor Space Legend



Door – Pull Side: 1500mm by 1700mm with 600mm beside latch



Door – Push Side: 1200mm wide by 1500mm deep with 300mm beside latch



Sliding Door – Both Sides: 1200mm wide by 1500mm deep



Pre-wired Power Door Operator – Both Sides: 1000mm wide by 1500mm deep



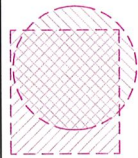
Lavatory: 800mm wide by 1350mm deep with max 430 beneath lavatory



Shower: 1500mm wide by 900mm deep in front of shower



Toilet: 900mm wide by 1500mm deep adjacent toilet



Kitchen and Bedroom: 1700mm diameter OR 1700mm by 1500mm

1.4.1.2. Defined Terms

- 1) The words and terms in italics in this Code shall have the following meanings:

Access or **Accessible** means an area and its facilities, or both, as required by this Code, which is easy to approach, enter, exit, operate, participate in, pass to and from, and use safely and independently by *persons with disabilities*.

Adaptable dwelling unit means a *dwelling unit* designed and constructed with some *accessible* features and which accommodates the future modification to provide more *accessible* features.

Persons with disabilities means persons who have a permanent or temporary physical, mental, intellectual or sensory impairment which, in interaction with various barriers, may hinder their full and effective participation in society on an equal basis with others.

Defined Terms

Terms in italics are defined terms in the 2024 BCBC.

Content reproduced from the Notes to Part 3 along with commentary notes in this guide do not include the italicized terms in the Building Code, their content is for information only and not part of the legal language within the 2024 BCBC.

3.8.5.1. Application

1) Applicable Dwelling Unit Types

Except as provided in Sentence (2) and as specified by Sentence (3), this Subsection applies to

- a) one *storey dwelling units* served by an *accessible* interior *public corridor* and an *accessible* common *building* entrance, as required to be *accessible* by Articles 3.8.2.2. and 3.8.2.3., and
- b) common spaces and facilities intended for use by the residents of the *dwelling units* described in Clause (a) including common rooftop *occupancies*.

2) Reinforcement for Grab Bars in Future

Buildings described in Clause 3.8.2.1.(1)(a) including *secondary suites* and all other *dwelling units* to which this Section applies shall, as required by Sections 3.7. and 9.31., provide at least one bathroom with walls reinforced in accordance with Clause 3.8.5.7.(1)(e).

3) Application to Dwelling Units

At least one for every five or part thereof of dwelling units described in Clause (1)(a) shall conform to this Subsection (See Note A-3.8.5.1.(3).)

Ministerial Order
No. BA 2025 01

Note A-3.8.5.1.(3)

Application to Dwelling Units. The Building Code requires that for every dwelling unit meeting the criteria described in Clause 3.8.5.1.(1)(a) that one for every five units be designed as an adaptable dwelling unit. To calculate, the designer shall take the number of units that meet the criteria of Clause 3.8.5.1.(1)(a) an then design not less than 20 percent of those units to be adaptable. "Or part thereof" means, for example, that if there are two units that meet the criteria of Clause 3.8.5.1.(1)(a) that one of them must be designed to be adaptable and that if there are six units that meet the criteria of Clause 3.8.5.1.(1)(a) that two of them must be designed to be adaptable.

Application

1 in every 5 or part thereof of all dwelling units, regardless of the number of bedrooms provided within the dwelling unit, are required to conform to the adaptable design requirements in Subsection 3.8.5. Reinforcement for grab bars per Sentence 3.8.5.1.(2) is recommended to be provided in all dwelling units.

(See commentary notes on next page for exceptions)

Example: If you have 22 dwelling units you are required to have a minimum of 5 adaptable dwelling units.

For more information on application of the 2024 BCBC please refer to the Building and Safety Standards Branch [Technical Bulletins](#).

Ministerial Order
No. BA 2025 01

Ministerial Order
No. BA 2025 01

Where Grab Bar Reinforcement is Required but Adaptable Provisions Do Not Apply:

- Detached houses
- Semi-detached houses
- Secondary suites
- Townhouses
- Two storey dwelling units in apartment buildings
- Apartments with their own entry/exit to the exterior and no interior connection to the remainder of the building
- Small apartment buildings (See commentary note below for more details)

Where Grab Bar Reinforcement and Adaptable Provisions Do Not Apply

Where sleeping rooms and bed spaces are assigned on a temporary basis then adaptable provisions, including the need for grab bar reinforcements **do not** apply, this includes:

- Boarding houses
- Dormitories
- Hotels
- Lodging houses

Small Apartment Buildings – Accessible Access and Adaptable Application

Where a Part 9 building up to 3 storeys and 600m² or a Part 3 building up to 2 storeys and 600m² is provided, this means:

- The entry storey is required to be accessible
- Upper storey(s) are not required to be accessible unless elevator access and/or an amenity space is provided

Adaptable dwelling units are required only at levels provided with an accessible path of travel.

3.8.5.2. Construction Requirements

1) Prescribed Adaptable Design

The construction of *adaptable dwelling units* and the *building* in which they are located shall conform to the requirements of this Subsection and, as required by this Subsection, to *access* requirements for *buildings of residential occupancy* elsewhere in this Code.

1) Overlapping of Clear Floor Spaces

Unless otherwise required, clear areas and spaces required in this Subsection are permitted to overlap with other clear area and space requirements.

2) Not Requiring Areas but When Areas are Provided

This Subsection does not require an *adaptable dwelling unit* be provided with a living space, a bedroom, a bathroom or a kitchen, but when provided, those spaces and the paths connecting them shall conform to the applicable requirements of this Subsection.

Adaptable Design Provisions

Some provisions are expected to be provided at initial construction, and others are intended for future adapting, as per the adaptable dwelling unit definition. The table provided on the next page provides an overview.

Furniture in Dwelling Units

Furniture is not regulated by the Building Code and can be shown in clear floor spaces.

Wall Removal in Future

Walls, especially those with services in them, should not need to be removed to adapt a dwelling unit in the future, however, moveable partition walls or small partition walls with no services in them could be shown to be moved or removed as part of a future adaptable dwelling unit design solution.

Adaptable Dwelling Unit Provisions Table

This table provides a brief overview of what provisions are expected to be provided at initial construction and what can be adapted in future. Refer to each section in the guide for additional information and details.

Reference	Provision Summary	Expectation
3.8.5.1.(2)	Grab bar reinforcement	At initial construction for future adapting
3.8.5.4.(1) and (3)	Door clear opening width	At initial construction
3.8.5.4.(2), (4) and (5)	Door clear floor space	At initial construction
3.8.5.4.(5)	Pre-wired power door operator	At initial construction for future adapting
3.8.5.5.(1)	Path of travel clear width	At initial construction
3.8.5.6.(1)(a)	Clear floor space adjacent bed	At initial construction
3.8.5.6.(1)(b)	Clear path through bedroom	At initial construction
3.8.5.6.(1)(c)	Closet opening width and clear floor space at closet	At initial construction
3.8.5.7.(1)(a)	Water Closet transfer space	At initial construction
3.8.5.7.(1)(b)	Water Closet distance to adjacent wall	At initial construction
3.8.5.7.(1)(c)	Lavatory design and clear floor space	Adaptable in future
3.8.5.7.(1)(c)	Lavatory plumbing where it penetrates the wall	At initial construction
3.8.5.7.(1)(d)	Shower / bathtub design and clear floor space	Adaptable in future
3.8.5.7.(1)(d)	Shower / bathtub plumbing location in wall	Adaptable in future
3.8.5.7.(1)(e)	Grab bar reinforcement	At initial construction for future adapting
3.8.5.8.(1)	Kitchen continuous counter	Adaptable in future
3.8.5.8.(2)	Kitchen turning area	At initial construction
3.8.5.8.(3)	Kitchen sink design and clear floor space	Adaptable in future
3.8.5.8.(3)	Kitchen sink plumbing where it penetrates the wall	At initial construction
3.8.5.9.(1)	Control, switches, and outlet installation heights	At initial construction
3.2.4.19.(7)	Special outlet for future strobe	At initial construction for future adapting

3.8.5.3. Building Access Requirements

1) Accessible Access to Common Areas from Unit

Common areas, spaces and facilities and all common exterior and interior paths of travel serving *adaptable dwelling units* shall be *accessible* in accordance with Subsection 3.8.2. with *floor areas* protected in conformance with Article 3.3.1.7.

2) Lighting Along Path to Unit

Common corridors and passageways serving *adaptable dwelling units* shall be equipped to provide illumination, measured at floor or tread level, of not less than 50 lx.

3) Special Outlet for Future Strobe

Each *adaptable dwelling unit* shall be provided with special outlet boxes and cover plates as described in Sentences 3.2.4.19.(7).

4) Accessible Access to Non-Common Areas

Unless otherwise required by this Section, common spaces and paths of travel that are not intended to serve the residents of *adaptable dwelling units* need not be *accessible*.

3.8.5.4. Adaptable Dwelling Unit Doorways

1) Clear Opening Width at the Principal Entrance

The principal entrance door to *adaptable dwelling units* shall have a clear width of not less than 850 mm when the door is in the open position.

2) Clear Floor Space at the Principal Entrance

Except as provided in Sentence (5), there shall be a clear floor space in accordance with Sentences 3.8.3.6.(14) and (15) adjacent to and on both sides of the *adaptable dwelling unit* entrance door described in Sentence (1).

3) Clear Opening Width at Doors Within Unit

Within an *adaptable dwelling unit*; every doorway along a path of travel connecting the entrance door described in Sentence (1) with a living space, adaptable bedroom, adaptable bathroom, and adaptable kitchen shall have a clear width of not less than 850 mm when the door is in the open position.

4) Clear Floor Space at Doors Within Unit

Except as provided in Sentence (5), there shall be a clear floor space in accordance with Sentences 3.8.3.6.(14) and (15) adjacent to and on both sides of the doorways described in Sentence (3)

Door Clear Floor Space Design

The clear floor space on each side of the door is required at initial construction. No fixed elements are permitted to be located within the clear floor space.

3.8.5.4.(2) & (4) Minimum Clear Floor Space Required at Adaptable Dwelling Unit Doors Table

	Manual Door Operation	Door With Pre-Wired Power Door Operator
Pull Side		
Push Side		
Sliding Door		

Door Swing

A door can swing into other required clear floor spaces described in Subsection 3.8.5 (in addition to the clear floor spaces at a door).

Door Clearance Not Required

Clear width and floor space at doors are not required into rooms or spaces, including:

- Laundry
- Storage
- Office
- Balcony
- Additional bed / bath / kitchens that are not adaptable

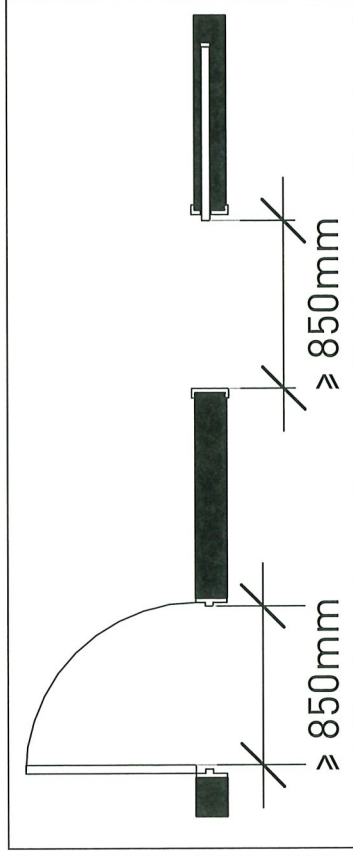
Door Clear Floor Space Overlap

Clear floor space at doors may extend into:

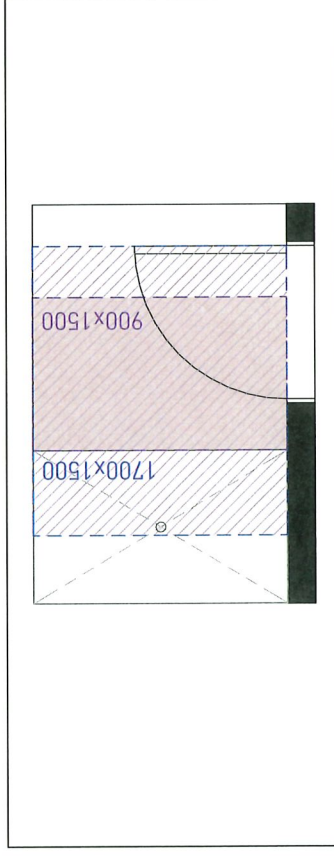
- A shower (provided it has a low-profile threshold of maximum 13mm and there is no shower partition that could restrict movability at the door).
- A lavatory (on the wall beside the latching side of the door provided clear floor space under lavatory is provided at initial construction).

Door Opening Hardware

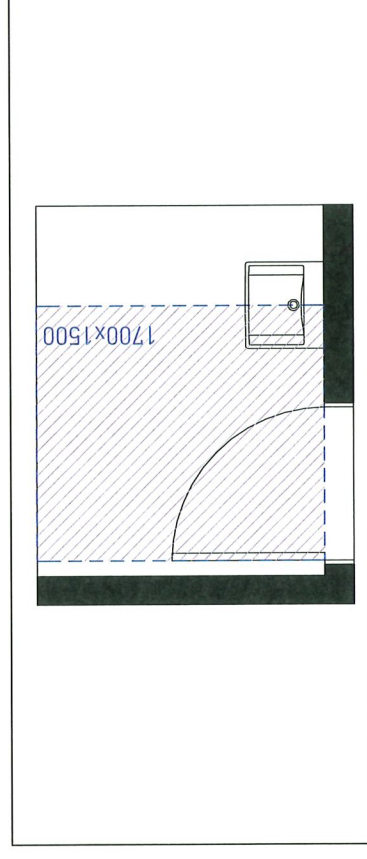
Door hardware that would require tight grasping or twisting of the wrist is acceptable, as hardware can be changed in future based on the unique needs of the occupant(s).



3.8.5.4.(1) & (3) Clear Opening Width



Door Clear Floor Space Overlap into Low Profile Shower



Door Clear Floor Space Overlap with Lavatory

5) Pre-Wired Power Operated Door

Doorways provided with power door operators, or provided with a special outlet box and cover plates that are designed, located and wired specifically to accommodate the future installation of a power door operator, may provide the clear floor space described in Sentence 3.8.3.6.(16).

Pre-Wired Power Door Operator

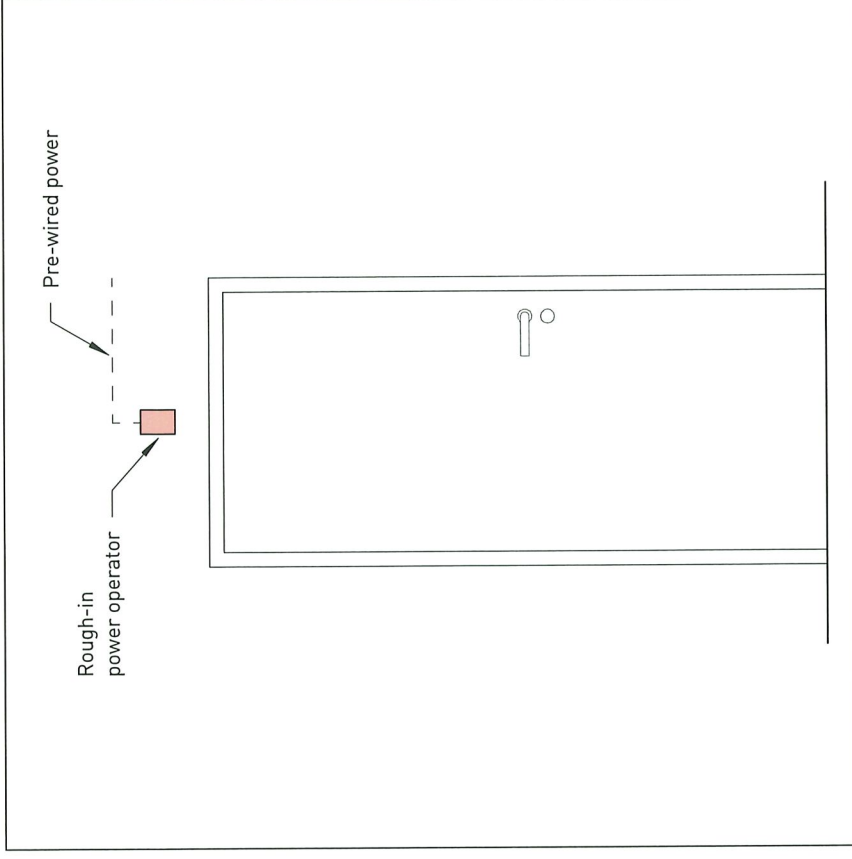
If a pre-wired power door operator is proposed, it is to consist of an electrical box located above or adjacent the door with pre-wired power and a cover plate.

The pre-wired system does not need to have any additional electrical boxes for operator controls, as the system can be retrofitted to fit the unique needs of the occupant(s) (e.g. control buttons or remote activation).

It is not expected that an electric strike be installed or that the pre-wired power to the junction box be on emergency power.

Bathrooms with Multiple Doors

If the adaptable bathroom has a door directly to the adaptable bedroom, while also having a door to the remainder of the unit, the door clear floor space and clear opening width provisions are only to be provided at one door. (See [Article 3.8.5.6](#) commentary regarding path through bedroom to adaptable bathroom)



3.8.5.4.(5) Pre-Wired Power Operated Door Installation

3.8.5.5. Adaptable Dwelling Unit Hallways and Corridors

1) Path of Travel Clear Width

Hallways and corridors in *adaptable dwelling units* forming a path of travel connecting the entrance door described in Sentence 3.8.5.4.(1) with a living space, adaptable bedroom, adaptable bathroom and adaptable kitchen shall have a clear width conforming to Sentences 3.8.3.2.(1) and (2).

Sentence 3.8.3.2.(1) and (2)

- 1) Except as required elsewhere in this Part or as permitted by Sentence (2) and Article 3.8.3.6. pertaining to doorways, the clear width of an accessible path of travel shall be not less than 1 000 mm.
- 2) The clear width of an accessible path of travel is permitted to be reduced to not less than 850 mm for a length of not more than 600 mm, provided the clear floor space at either end of the reduced-clear width section is level within a rectangular area
 - a) Whose dimension parallel to each end of the reduced-clear width section is not less than 1 000 mm, and
 - b) Whose dimension perpendicular to each end of the reduced-clear width section is not less than 1 500 mm.

Paths Not Required

Clear path is **not** required to spaces, including:

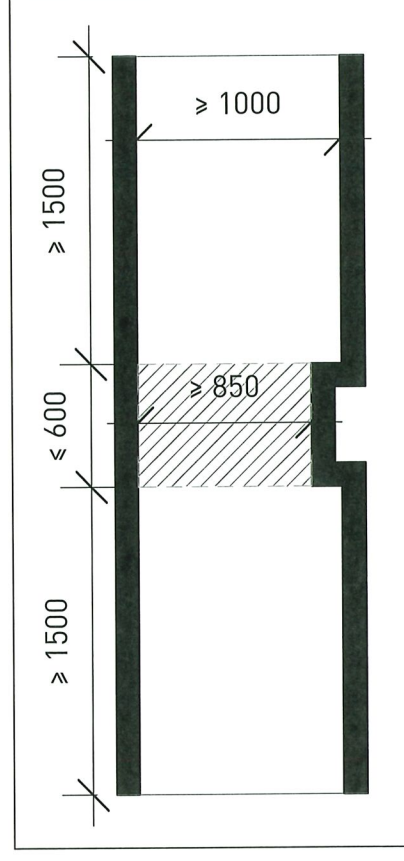
- Laundry
- Storage
- Office
- Balcony
- Additional bed / bath / kitchens that are not adaptable

Path of Travel Through Unit

Although the code specifically notes hallways and corridors, this provision similarly extends to other areas within a unit between fixed elements.

Path of Travel Through Kitchen

It is expected that a clear width of 1000mm be provided into and throughout a kitchen.



3.8.3.2.(2) Acceptable Clear Width Reduction

3.8.5.5.(1) Path of Travel Clear Width Through Example Units



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3.8.5.6. Adaptable Dwelling Unit Bedrooms

1) Bedroom Design Requirements

At least one bedroom or sleeping space in an *adaptable dwelling unit* shall have

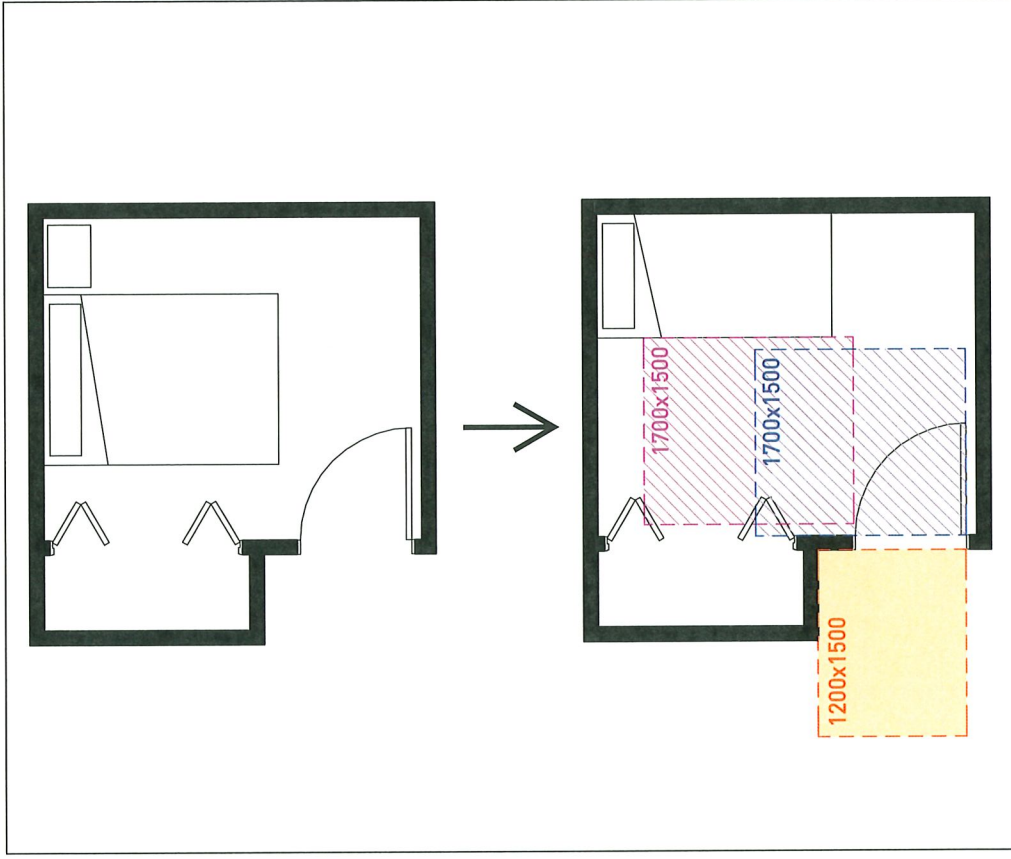
- a) a floor area that permits a turning area of not less than 1 700 mm in diameter, or not less than 1 700 mm by 1 500 mm, that could be adjacent a bed,
- b) a pathway clearance of not less than 850 mm wide, that could be unobstructed by a bed, to allow functional use of the bedroom, and
- c) at least one closet that provides
 - i) a clear opening width of not less than 900 mm, and
 - ii) a clear floor space, that need not be separate from the turning areas required in Clause (a), of not less than 1 700 mm in diameter or 1 700 mm by 1 500 mm on at least one side of the closet.
(See Note A-3.8.5.6.(1).)

Note A-3.8.5.6.(1)

Adaptable Dwelling Unit Floor Area. An adaptable dwelling unit bedroom shall be designed so that furniture will not be a barrier to functional use of the space. Occupant load is regulated by this Code though beds and furniture are not. Subsection 3.1.17. establishes an occupant load of two people per sleeping room. As such, it is reasonable to account for a bed that can sleep two people and functional manoeuvring space adjacent the bed and throughout the room or space. Designs should allow for the bed to be located to accommodate transfer from the turning area to either side of the bed.

Bed Size and Location

A bedroom may be designed based on a double or single bed against a wall to show clear floor space is provided.



Bed Adjustment to Achieve Clear Floor Space

Pathway in Bedroom

An 850mm path (to allow functional use of a bedroom) is not expected to be provided on both sides of the bed but is to be provided from the bedroom door to:

- Turning area adjacent the bed
- Turning area in front of a closet
- Ensuite (if designed to be adaptable)
- Controls intended to be frequently operated (i.e. light switch and thermostat)

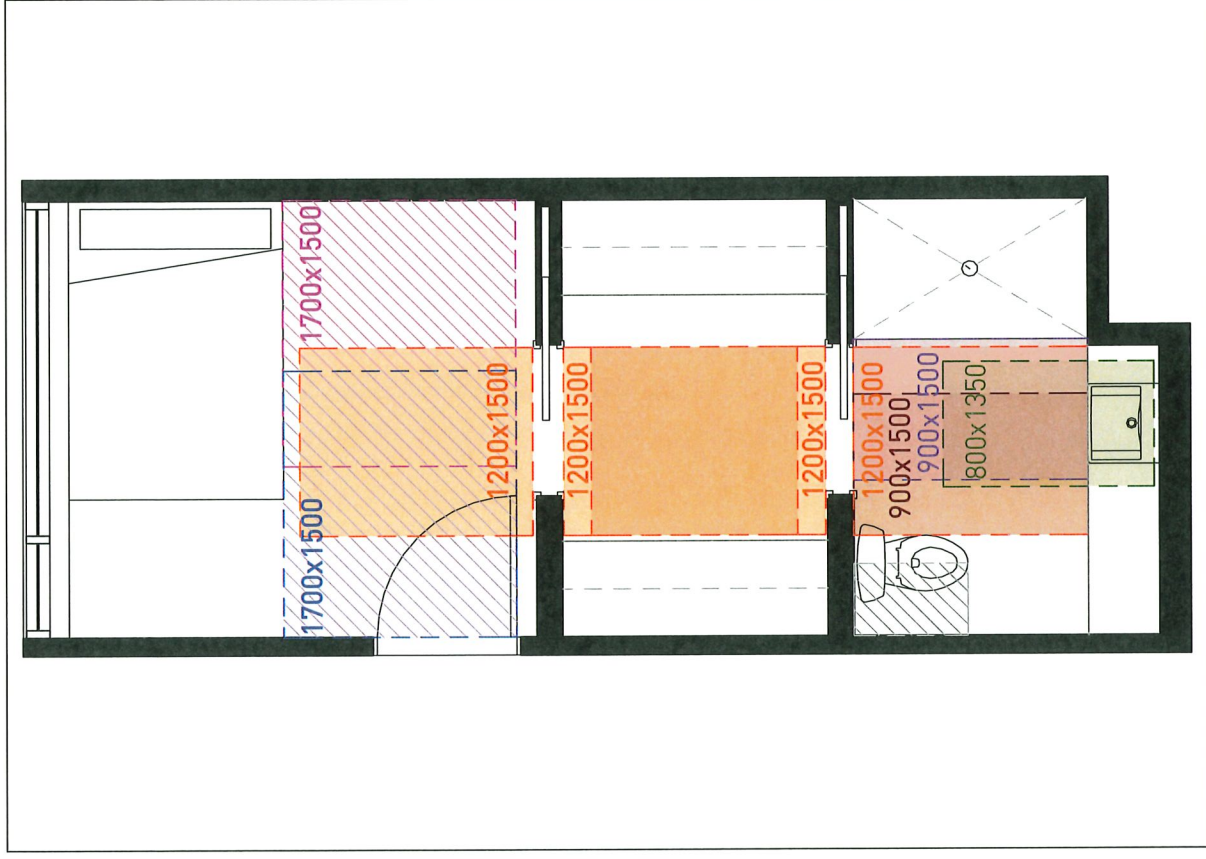
The path through the bedroom can overlap with the clear floor space adjacent the bed and in front of the closet per Sentence 3.8.5.2.(2).

The code does not require a route to an operable window be provided, however it is recommended to design bedrooms so that furniture won't obstruct the use of a window if it is a required egress window per Section 9.9 of the 2024 BCBC.

Walk-in Closets

The clear floor space required in front of a closet can be provided outside a walk-in closet at the entrance, rather than within the closet itself.

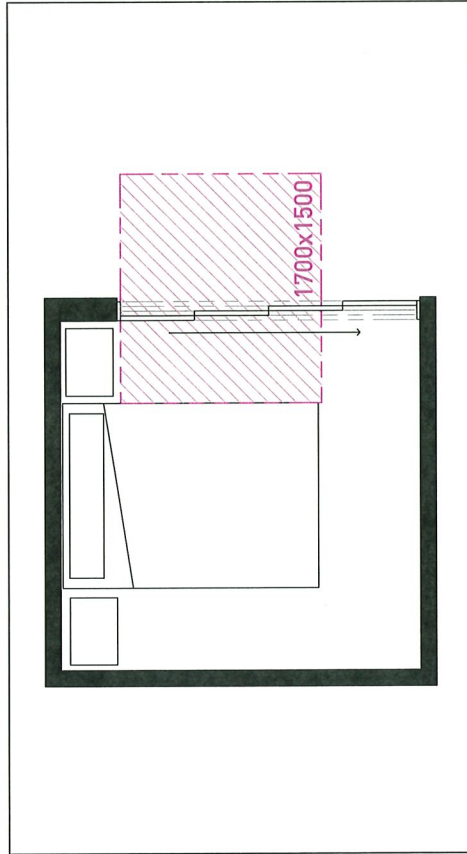
Where a person enters into a closet, the closet door can have a clear opening width of 850mm, other closets where content is accessed at the closet door are required to have a clear opening width of 900 mm.



Example Bedroom #1 w/ Ensuite and Walk-in Closet

Bedrooms with Sliding Partitions

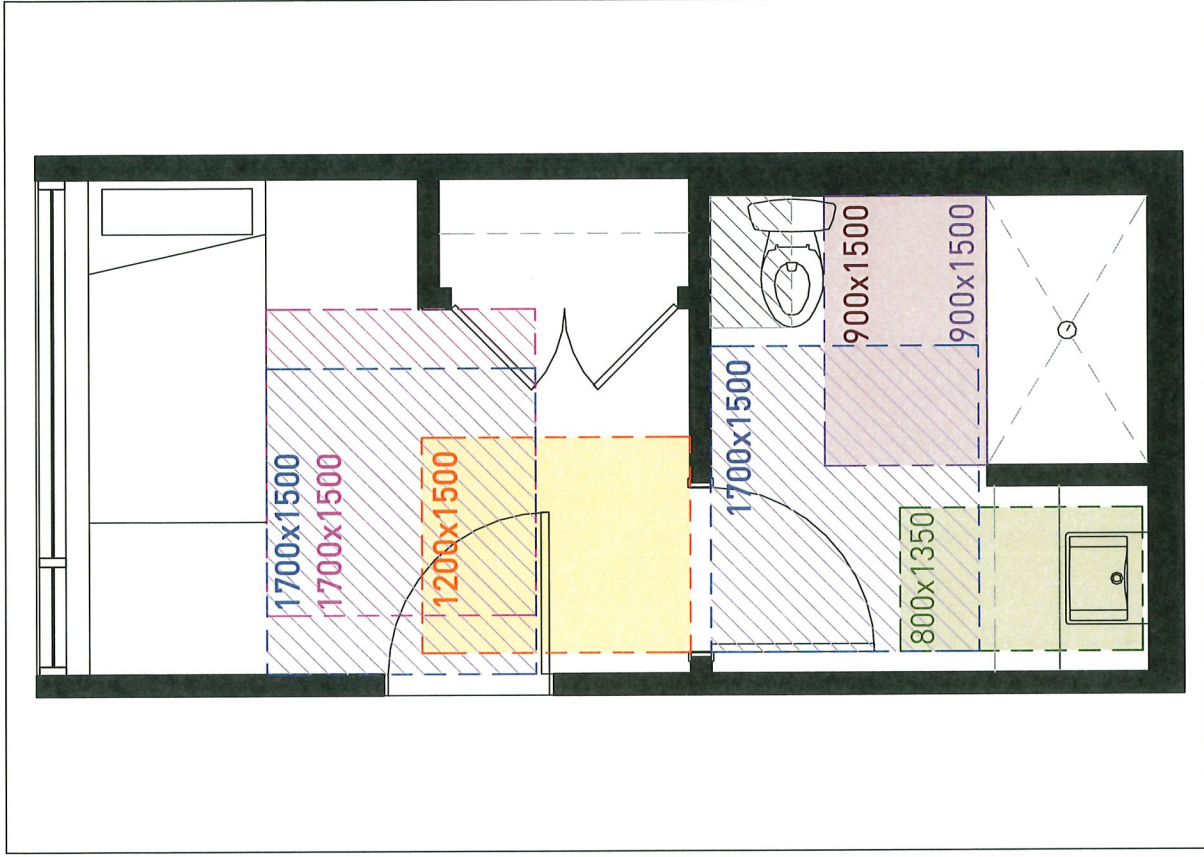
A sliding partition that separates a bedroom from the remainder of the unit can be located in the clear transfer space beside the bed provided the partition (when fully open) does not conflict with the clear transfer space.



Example Bedroom #2 w/ Sliding Partition

Murphy Bed

Where a murphy bed is provided, clear floor spaces (other than the clear transfer spaces beside the bed) can overlap with the bed, based on the bed being up and out of the way, to allow use of the space for other purposes (e.g. clear space in front of a closet for changing).



Example Bedroom #3 w/ Ensuite

3.8.5.7. Adaptable Dwelling Unit Bathrooms

1) Bathroom Design Requirements

At least one bathroom in an *adaptable dwelling unit* shall be designed to be adaptable for use by *persons with disabilities* by providing

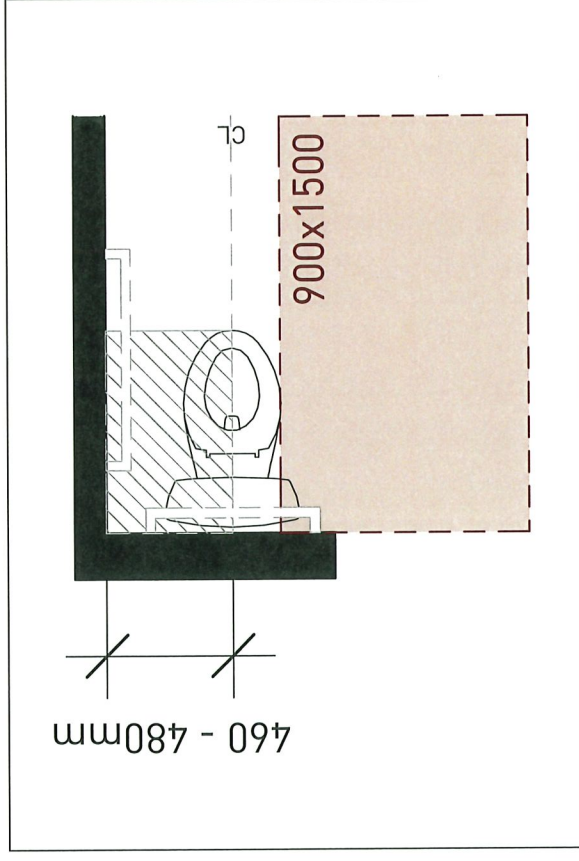
- a) a clear lateral transfer space adjacent a water closet conforming to Clause 3.8.3.12.(1)(b),
- b) a distance between the centre line of the water closet and the wall on one side of 460 mm to 480 mm,

3.8.3.12.(1)(b) Water Closet Transfer Space

- b) Have a clear lateral transfer space adjacent to the water closet that
 - i) at least 1 500 mm long, measured from the wall behind the water closet, and
 - ii) is at least 900 mm wide, measured from the closest edge of the water closet seat

Water Closet Design

The location of the water closet and the clear transfer space adjacent the water closet is required to be provided at initial construction, with no fixed elements (e.g. counter) within the transfer space.



3.8.5.7.(1)(a) & (b) Water Closet Location & Transfer Space

- c) a *plumbing system* that accommodates the future installation of a lavatory with a clear space in accordance with Clauses 3.8.3.16.(1)(a) to (f) that does not impede the space for or use of other fixtures described in this Article (see Note A-3.8.5.7.(1)(c) and (d)),

Note A-3.8.5.7.(1)(c) and (d)

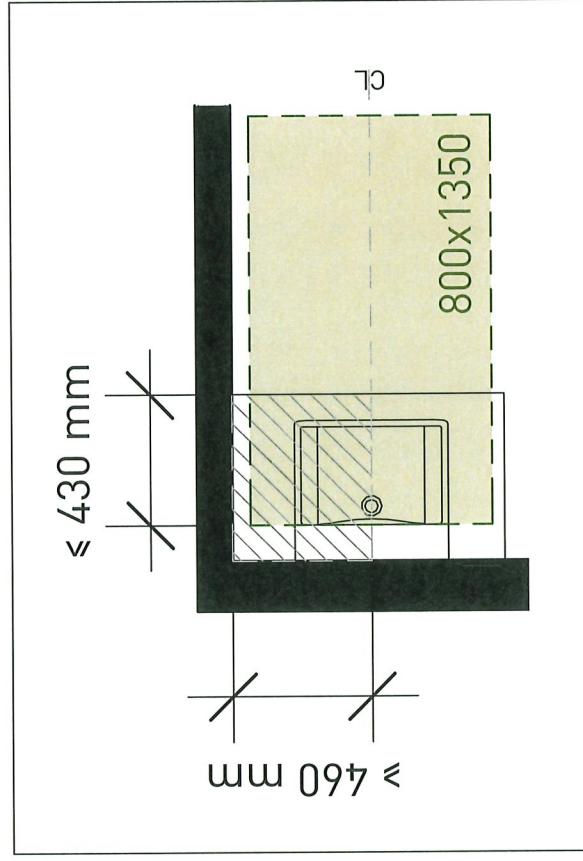
Plumbing Systems. Plumbing systems that accommodate the future installation of fixtures means that the water supply as well as drainage and venting systems are located so that the future installation of an accessible fixture does not require redesign of the system. An example is a sink that can be installed at multiple different heights without requiring a change to where the DWV pipe penetrates the wall.

Lavatory Design

A lavatory **does not** need to be made accessible at initial construction, however, the plumbing system for the lavatory **does need** to be installed to accommodate clear space under the lavatory in future.

The lavatory will need to display that in future it can be made accessible, which includes having a:

- Distance between the centre line of the lavatory and any side wall of minimum 460mm
- Clear floor space of 800mm wide by 1350mm long centred on the lavatory with up to 430mm under the counter, measured from front edge of counter

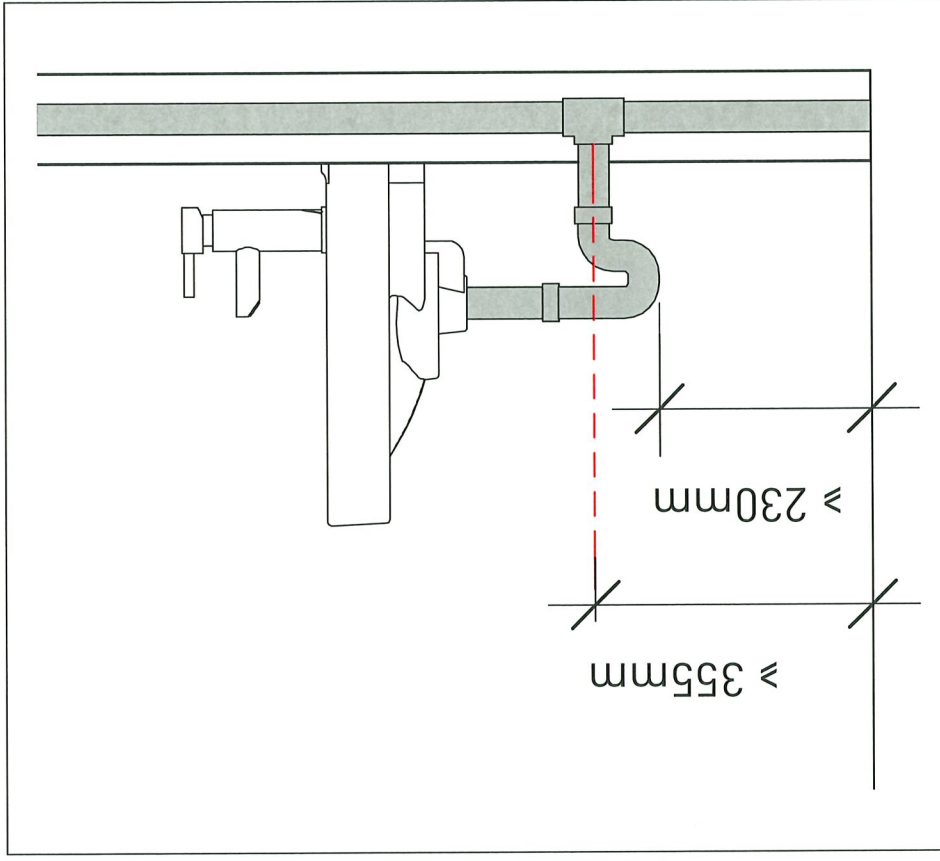


3.8.5.7.(1) Lavatory Location & Clear Floor Space

Lavatory Plumbing System

To accommodate clear space under the lavatory in future, the centreline of drainpipe leading to drain stack is to be minimum 355mm above the finished floor such that the bottom of P-trap achieves a clearance of minimum 230mm from underside of the P-trap to the finished floor.

This is so parts of the lavatory plumbing system do not require moving in future.



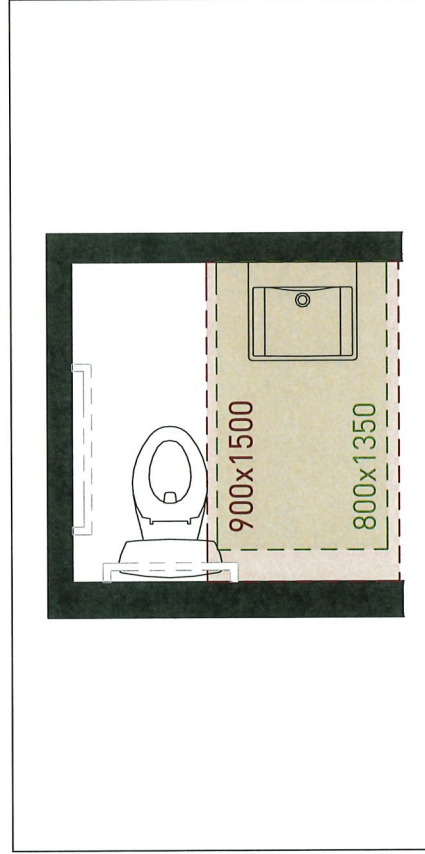
3.8.5.7.(1)(c) Lavatory Plumbing System

Lavatory Location

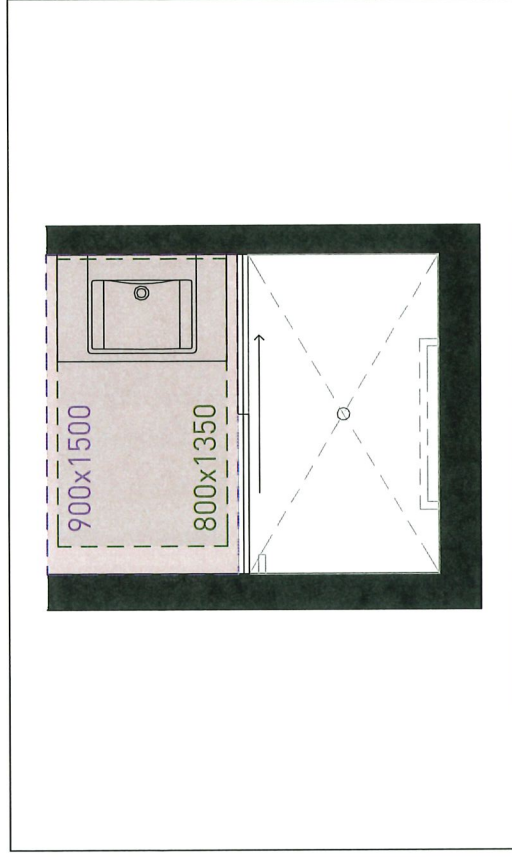
A lavatory provided with fixed cabinetry or clear space underneath is permitted to encroach into the:

- Clear floor space in front of a bathtub
- Clear turn around space for an accessible bathtub
- Clear floor space in front of a shower (provided it is on the wall opposite to where the vertical grab bar would be located)
- Shower space (provided it is located on the side opposite to where the vertical grab bar would be located and does not impede on the space of other elements (e.g. grab bar))

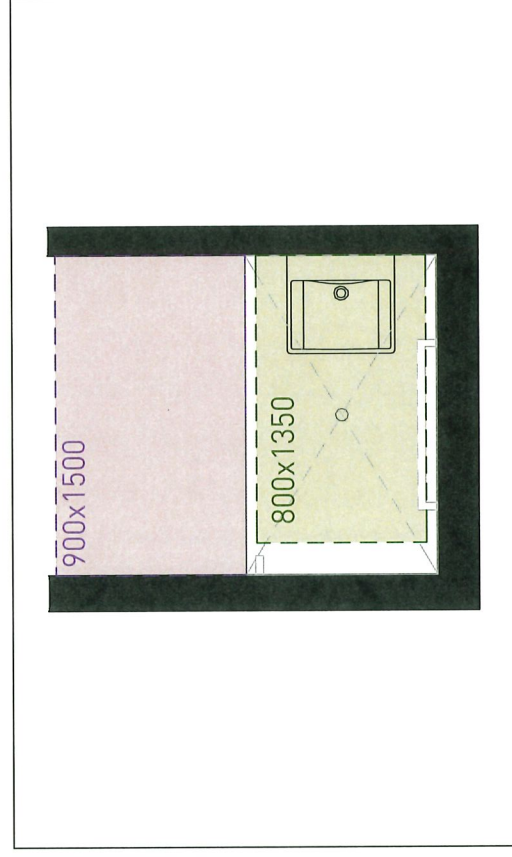
A lavatory that is wall hung at initial construction with no fixed cabinetry underneath may encroach into the clear transfer space beside a toilet provided the sink is located opposite the toilet.



Lavatory in Water Closet Transfer Space



Lavatory in Shower Clear Floor Space



Lavatory in Shower

- d) a *plumbing system* that accommodates the future installation of a
- i) shower described in Sentence 3.8.3.17.(1) that does not impede the space for or use of other fixtures described in this Article, or
 - ii) bathtub described in Sentence 3.8.3.18.(1) that does not impede the space for or use of other fixtures described in this Article (see Note A-3.8.5.7.(1)(c) and (d)), and

Adaptable Shower / Bathtub Design

A shower / bathtub **does not** need to be made accessible at initial construction, however, the plumbing system **does** need to **accommodate** a renovation in future.

The shower / bathtub will need to display that in future an accessible shower / bathtub can be provided, which includes achieving the size and clear floor space requirements.

Smaller sized shower / bathtub may be provided at initial construction provided the space can accommodate an accessible shower / bathtub, and its required clear floor spaces in future.

A bathtub may be converted to an accessible shower in future provided appropriate plumbing infrastructure, grab bar reinforcement, shower size, and clear floor space is provided.

Plumbing System Intent

Adaptable dwelling unit provisions are intended to provide flexibility to accommodate a variety of potential renovations. Plumbing systems, for example, can be problematic to reroute, so having a plumbing system that can accommodate a future renovation to add accessible fixtures helps provide that flexibility.

Shower / Bathtub Plumbing System

The plumbing system for controls and shower head in a shower or bathtub designed to Sentence 3.8.3.17.(1) or Sentence 3.8.3.18.(1) does not need to be provided at initial construction if:

- Rough-in plumbing is located in the wall where the controls / shower head would be required
- OR**
- Plumbing system can be relocated in future (provided it is possible and practical to reroute plumbing systems in walls that may be loadbearing, fire-rated, exterior)

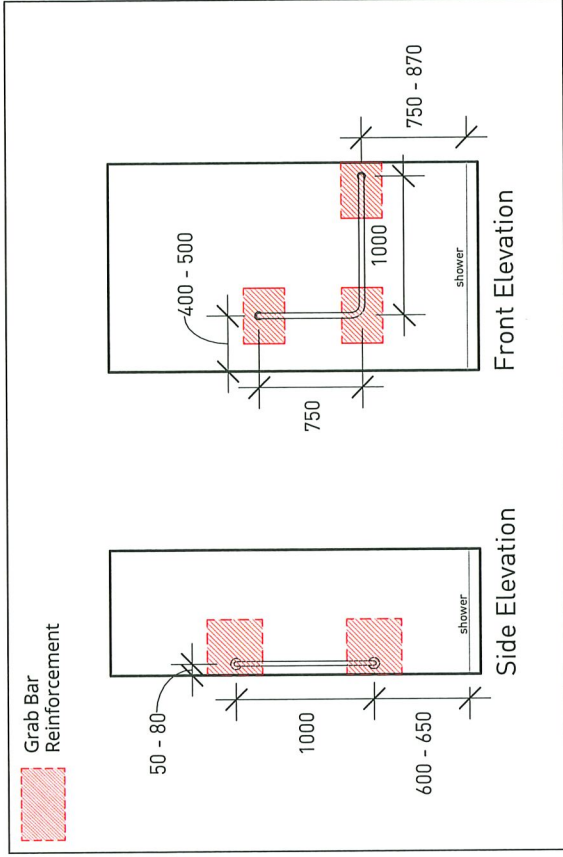
If it is intended to convert a bathtub to a shower in future the drain location does not have to align between a bathtub and shower basin if a solution can be developed for the drainage system in future (e.g. second drain for shower under bathtub).

e) walls adjacent the water closet and shower or bathtub location reinforced to accommodate the future installation of grab bars conforming to

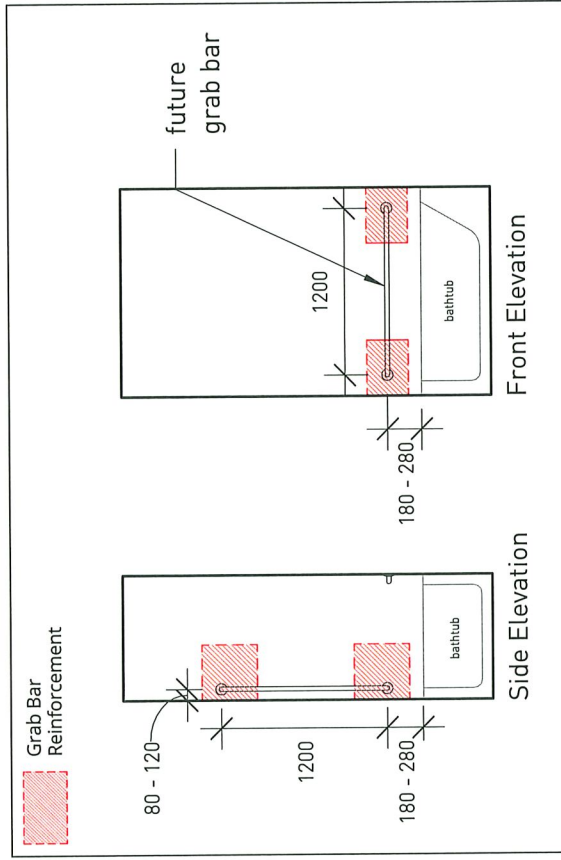
- i) Clauses 3.8.3.12.(1)(f) and (g) for water closets, and
- ii) Clause 3.8.3.17.(1)(f) for showers or Clauses 3.8.3.18.(1)(f) for bathtubs (see Note A-3.8.5.7.(1)(e).

Note A-3.8.5.7.(1)(e)

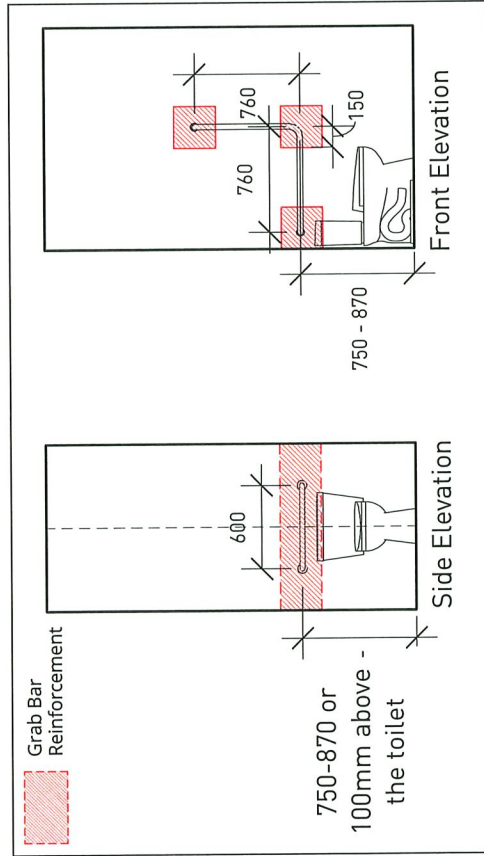
Reinforced Grab Bar Location. This provision is intended to ensure there is adequate backing for the installation of grab bars by the occupant in the future. For example, plywood or solid lumber behind the wall finish and encompassing the location of future grab bars located as described in Clauses 3.8.3.12.(1)(f) and (g) and Clause 3.8.3.17.(1)(f) or 3.8.3.18.(1)(f) would provide suitable backing for grab bar fasteners.



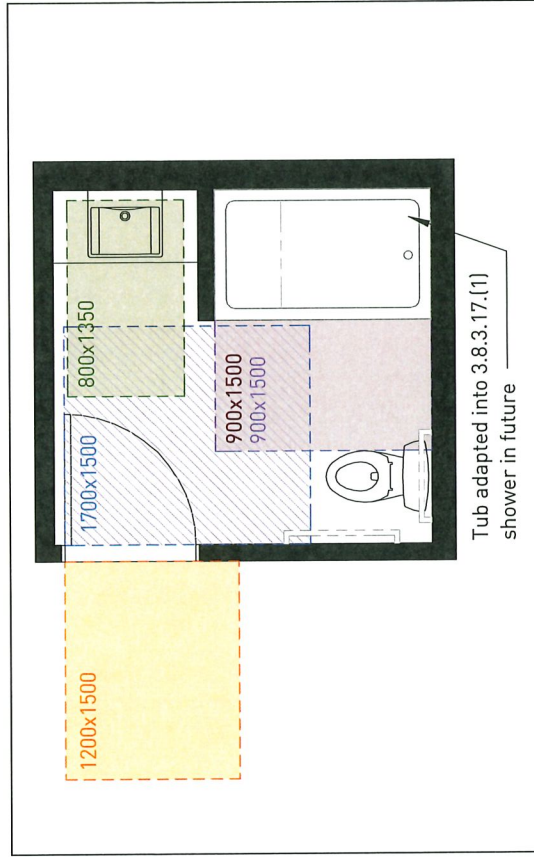
3.8.5.7.(1)(e)(ii) Shower Grab Bar Reinforcement Example



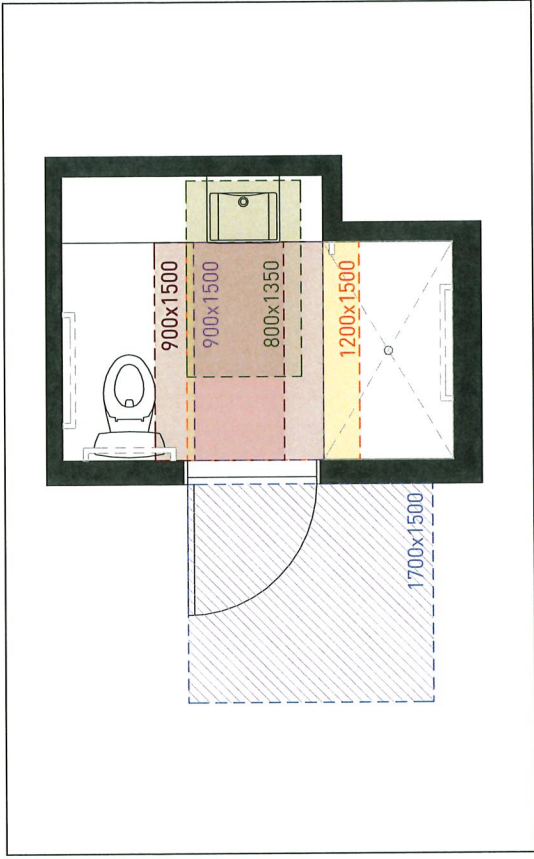
3.8.5.7.(1)(e)(ii) Bathtub Grab Bar Reinforcement Example



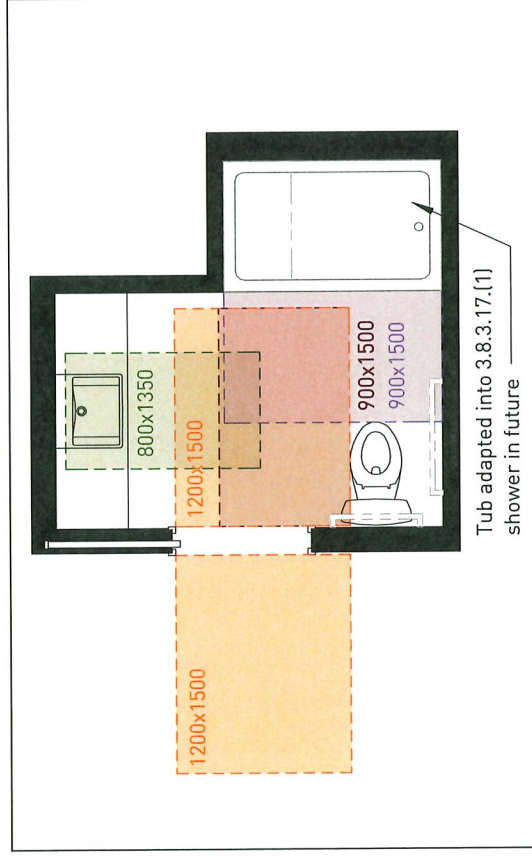
3.8.5.7.(1)(e)(i) Toilet Grab Bar Reinforcement Example



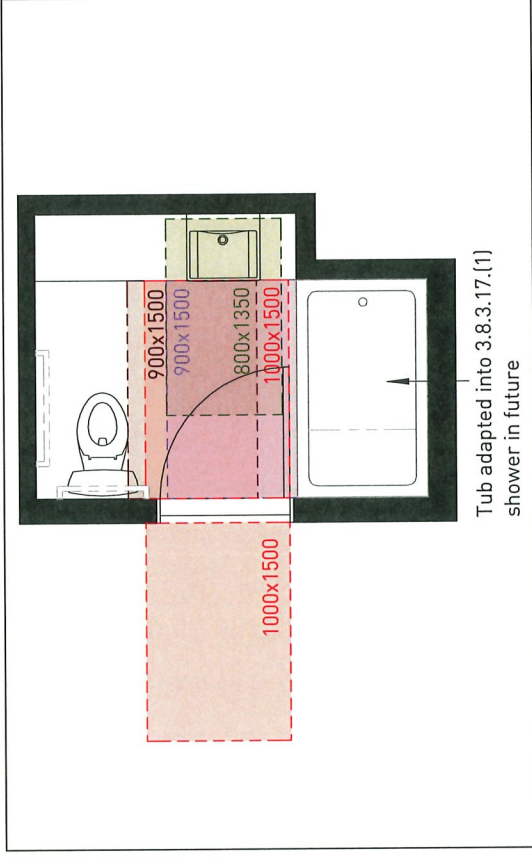
**Example Bathroom Layout #1
w/ Inswing Door**



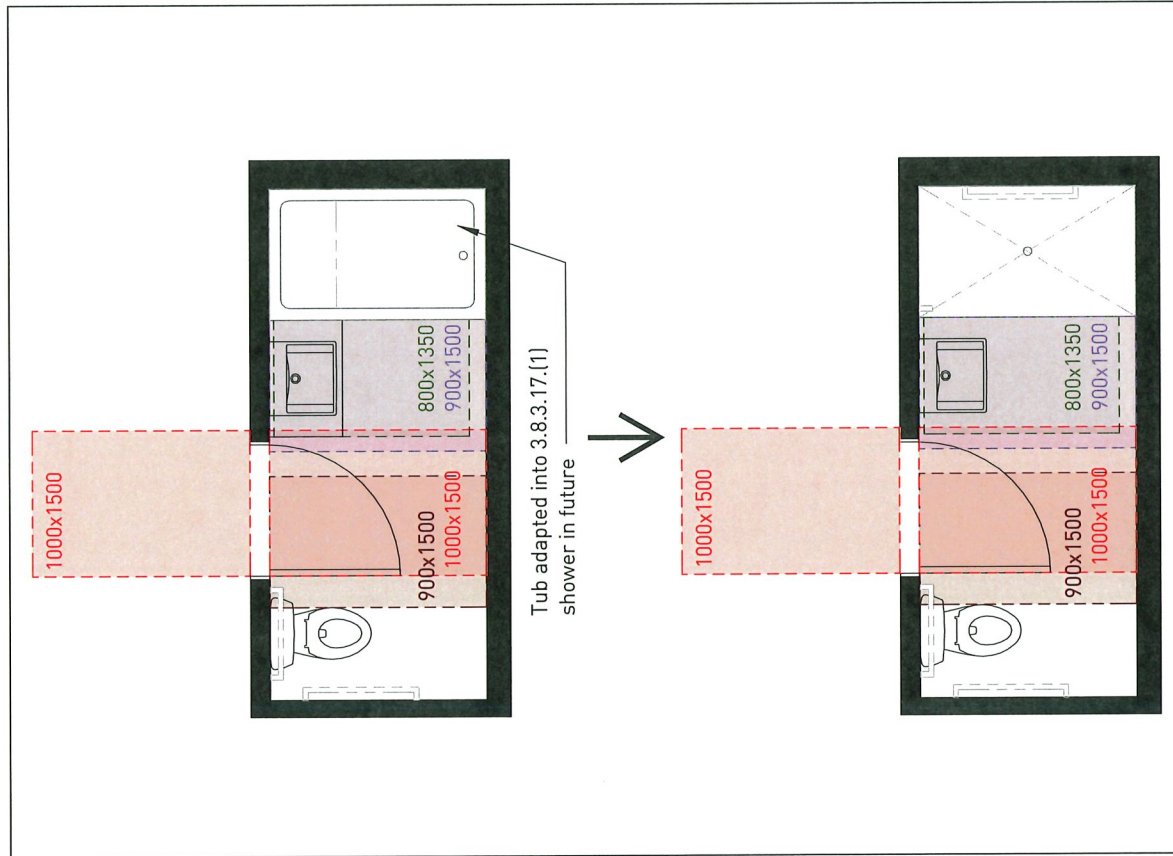
**Example Bathroom Layout #2
w/ Outswing Door**



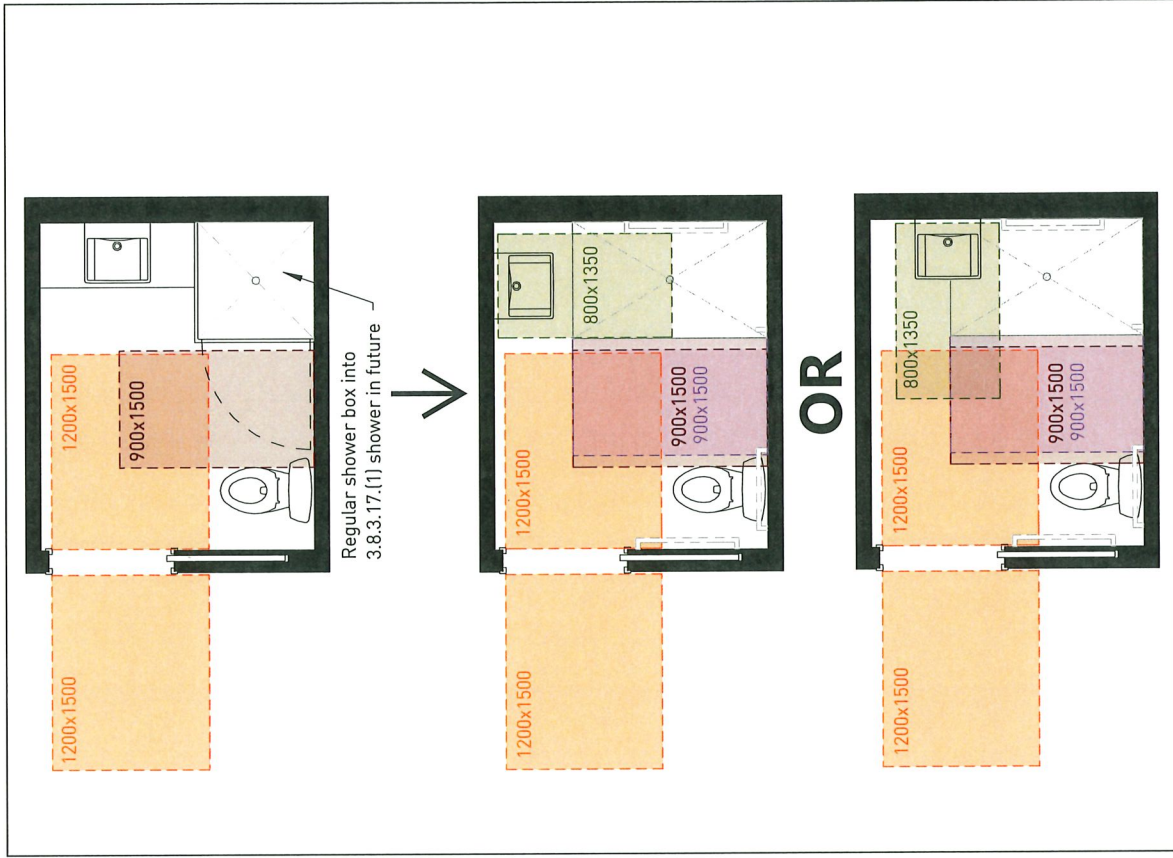
**Example Bathroom Layout #3
w/ Sliding Door**



**Example Bathroom Layout #4
w/ Pre-wired Power Door Opener**



Example Bathroom Layout #5
w/ Pre-wired Power Door Opener & Conversion Design



Example Bathroom Layout #6
w/ Wet Bath Conversion Design

3.8.5.8. Adaptable Dwelling Unit Kitchens

1) Continuous Counter Between Sink and Cooktop

The kitchen in an *adaptable dwelling unit* shall be designed so that the *cooktop* and sink are adjacent or can have a continuous counter between them.

2) Turning Area Clear Floor Space

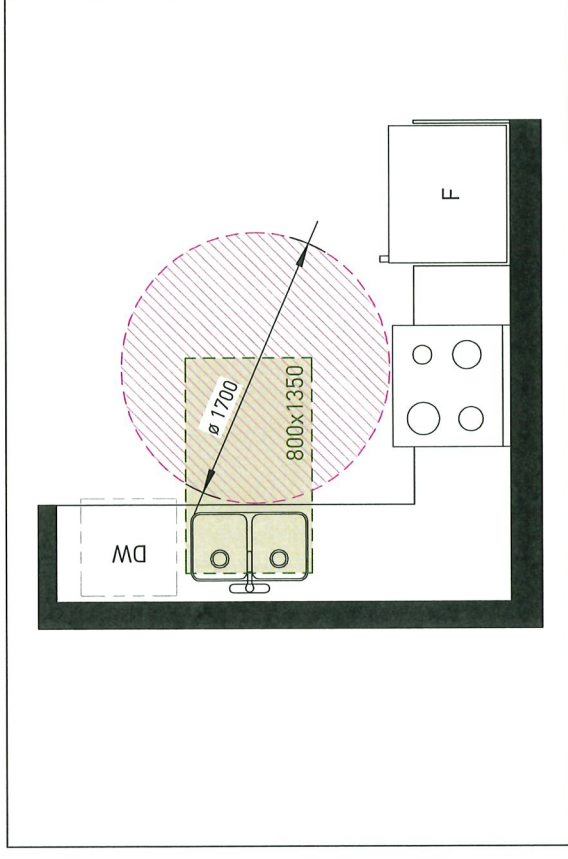
A clear floor space shall be provided in the kitchen area that is not less than 1 700 mm in diameter or 1 700 mm by 1 500 mm.

3) Plumbing for Kitchen Sink

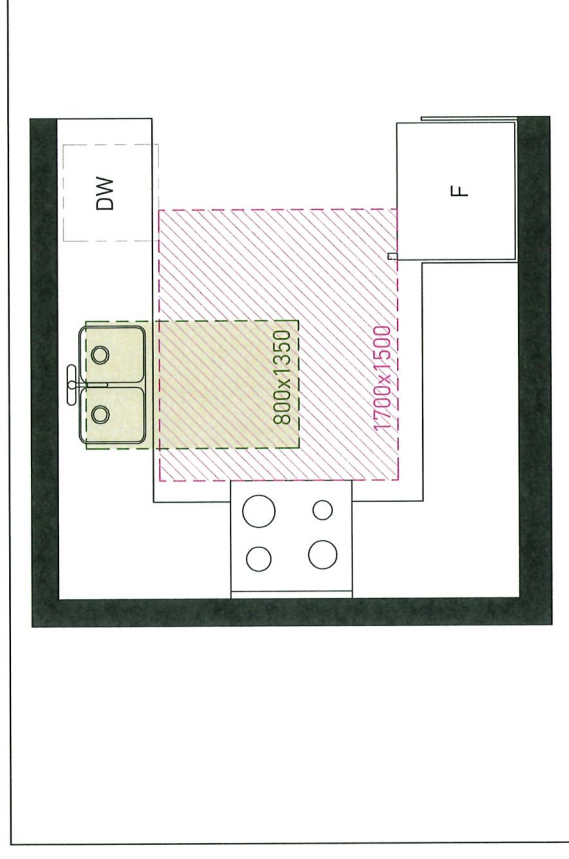
The *plumbing system* serving the kitchen shall accommodate the future installation of a kitchen sink that could be installed in accordance with the requirements for the installation of a lavatory as described in Clauses 3.8.3.16.(1)(b) to (f). (See Note A-3.8.5.7.(1)(c) and (d).)

Turning Area Location

It is expected that the turning space be located within the kitchen, in proximity to appliances. A person should not have to leave the kitchen to turn around.



Example Kitchen Layout #1 – L-Shaped Design



Example Kitchen Layout #2 – U-Shaped Design

Future Continuous Counter

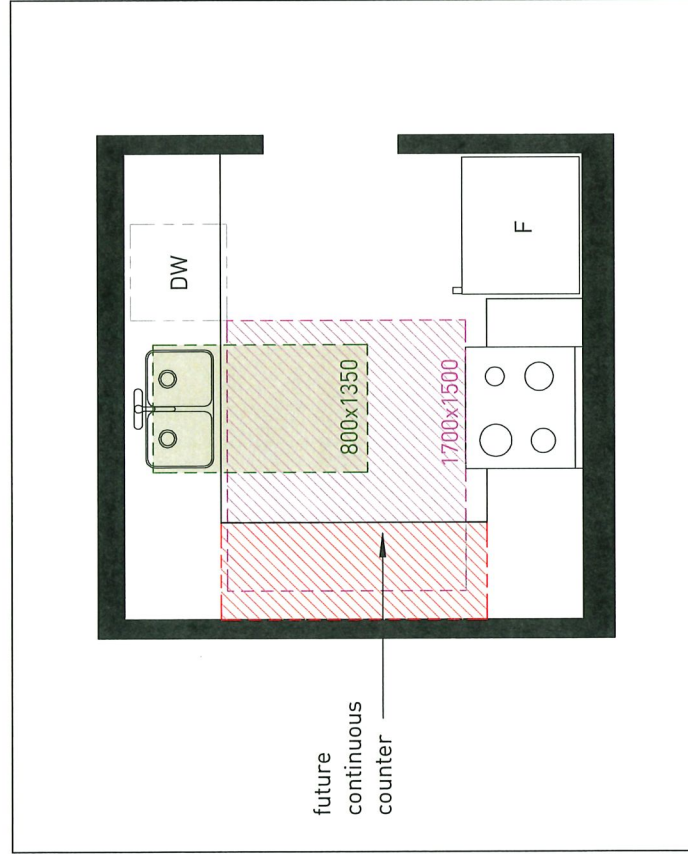
A continuous counter **does not** have to be provided at initial construction if:

- It can be shown that a continuous counter can be provided in future that does not restrict access to the kitchen (It is recommended that the continuous counter addition be minimum 300mm deep).

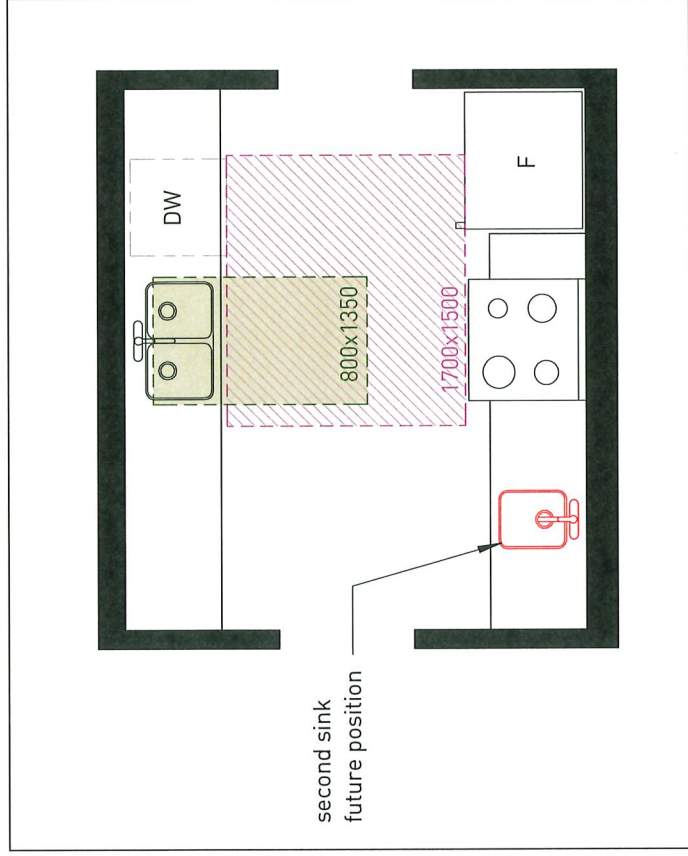
OR

- A plumbing rough-in and counter space for a second kitchen sink is provided, such that there is a continuous counter between the cooktop and second sink.

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Example Kitchen Layout #3 - w/ Future Continuous Counter



Example Kitchen Layout #4 - w/ Plumbing for Second Sink

Turning Area

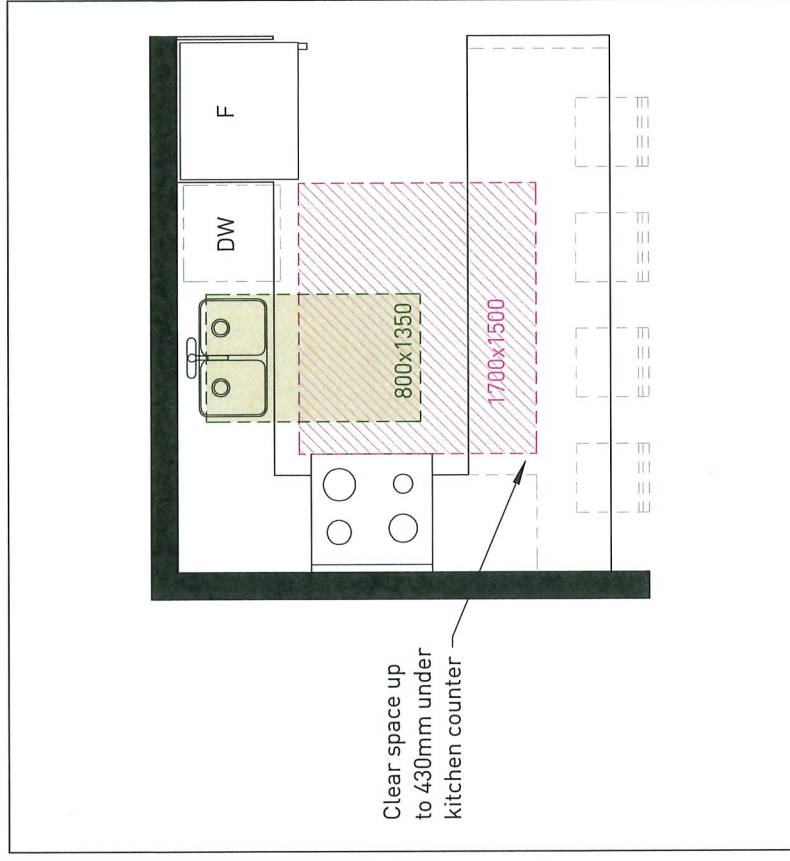
Clear turning space is expected to be provided at initial construction with no fixed elements located within the space.

The turning area in the kitchen can extend up to 430mm below a counter provided it has knee clearance at initial construction and is limited to one side of the turning area.

Where a kitchen island or cabinetry below a counter is movable (i.e. non-fixed), the turning area can encroach into these elements at initial construction.

Kitchen counter overhangs, cabinet handles, and other small projections into the turning area do not need to be taken into consideration in determining clear turning space.

Appliances such as a range or refrigerator should be taken into consideration when designing the kitchen so that they do not impact the turning space.



**Example Kitchen Layout #5
w/ Turning Area Overlapping Counter**

3.8.5.9. Controls, Switches and Outlets

1) Installation Requirements

Except as provided in Sentence (2), controls and switches for *building* systems and outlets in *adaptable dwelling units*, that are intended for frequent operation by occupants, shall not require activities for operation below 400 mm from the floor or above 1 200 mm from the floor.

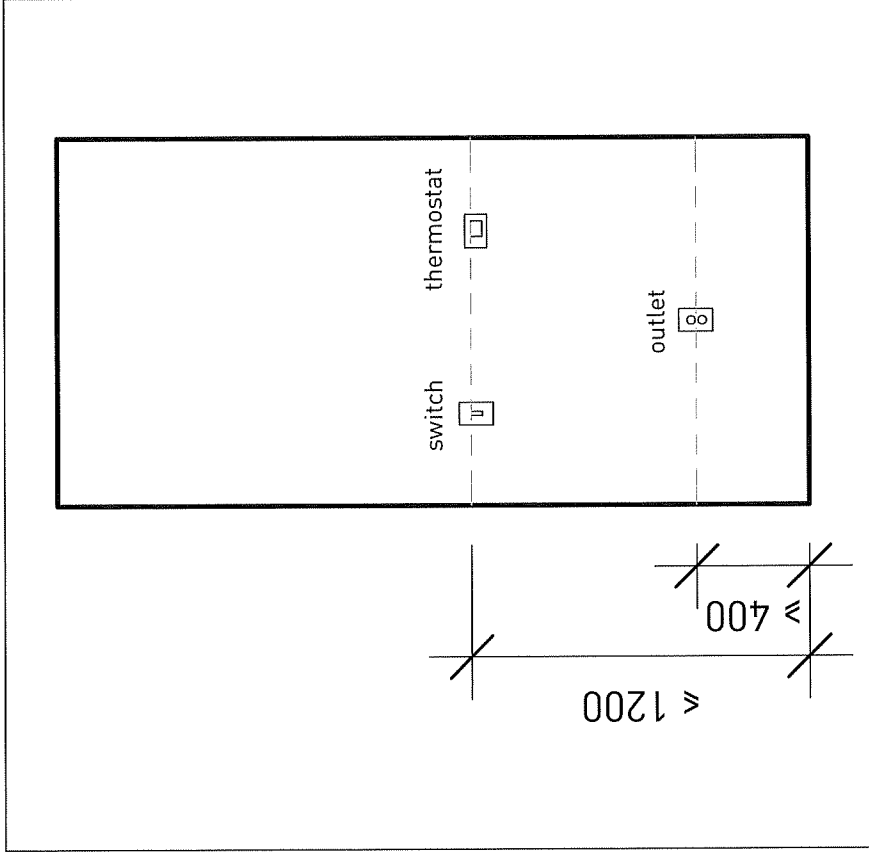
2) Exemptions

Sentence (1) does not apply to controls, switches and dedicated outlets for equipment or appliances.

Exemptions to Controls, Switches and Outlets

Elements that are **not required** to meet the installation height requirements, include:

- Hood fans
- Breaker panels
- Telephone / Television / Data Outlets
- Outlets specific for appliances
- Controls for operable windows
- Controls, switches, outlets provided on decks
- Controls for equipment and appliances (e.g. washer, dryer, stove, microwave)



3.8.5.9. Control, Switch and Outlet Height Range

3.2.4.19.(7) Special Outlet for Future Strobe

7) Special Outlet for Strobe Design Requirements

Each adaptable dwelling unit shall be provided with special outlet boxes and cover plates that

- a) are designed, located and wired specifically to allow strobe lights to operate in conformance with
 - i) Sentence (5) where a fire alarm system is provided, or
 - ii) Sentence (6) where a fire alarm system is not provided,
- b) are permanently identified as "FIRE – Strobe Light Connection Only,"
- c) are installed in the locations described in Clause (4)(e), and
- d) for the purposes of providing power to the strobe lights that may be connected to the outlet boxes, are assumed that the total special outlets for at least 20 percent of the adaptable dwelling units in the building are in use.

3.2.4.19.(4)(e) Visible Signal Locations

- 4) Visible signal devices shall be installed in the rooms and spaces required by Article 3.2.4.20. and Section 3.8. and shall
 - e) be installed in each
 - i) sleeping room or bed space
 - ii) room closed off from the living area by a door, including bathrooms, and
 - iii) living area and any hallway serving the living area

Visible Signal Locations

Rooms closed off from the living area by a door, as noted in Clause 3.2.4.19.(4)(e), include:

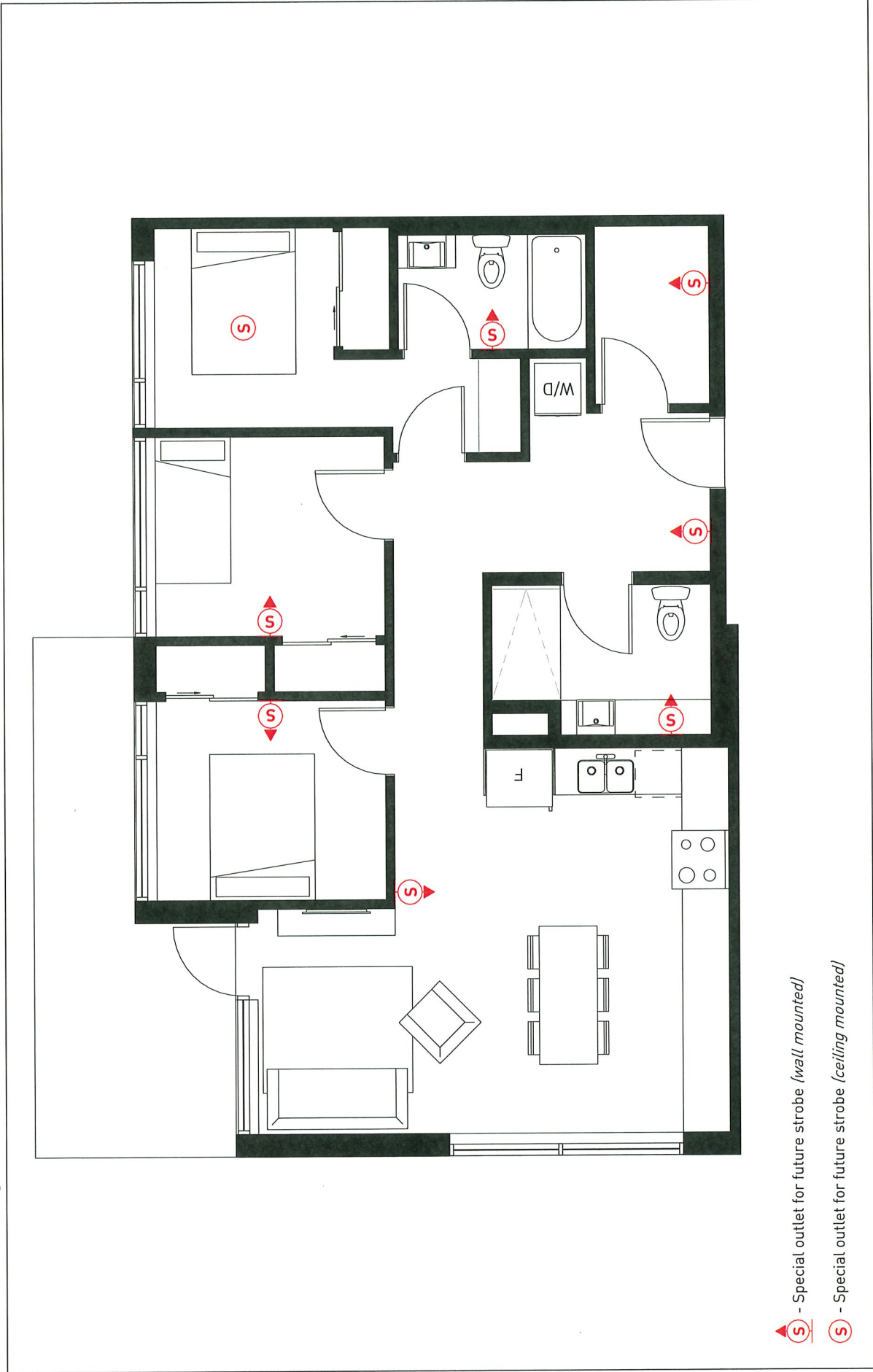
- Sleeping rooms
- Bathrooms (including ensuite bathrooms)
- Office
- Den / Flex Space

Walk-in closets or small storage closets **do not** require special outlets as they are not intended for prolonged usage.

Combination of Audible Visual Signalling Devices

Special outlet boxes described in Sentence 3.2.4.19.(7) **do not** need to be provided if audible signal devices located in accordance with Clause 3.2.4.19.(4)(e) can accommodate replacement in future to a combination audible visual signal device.

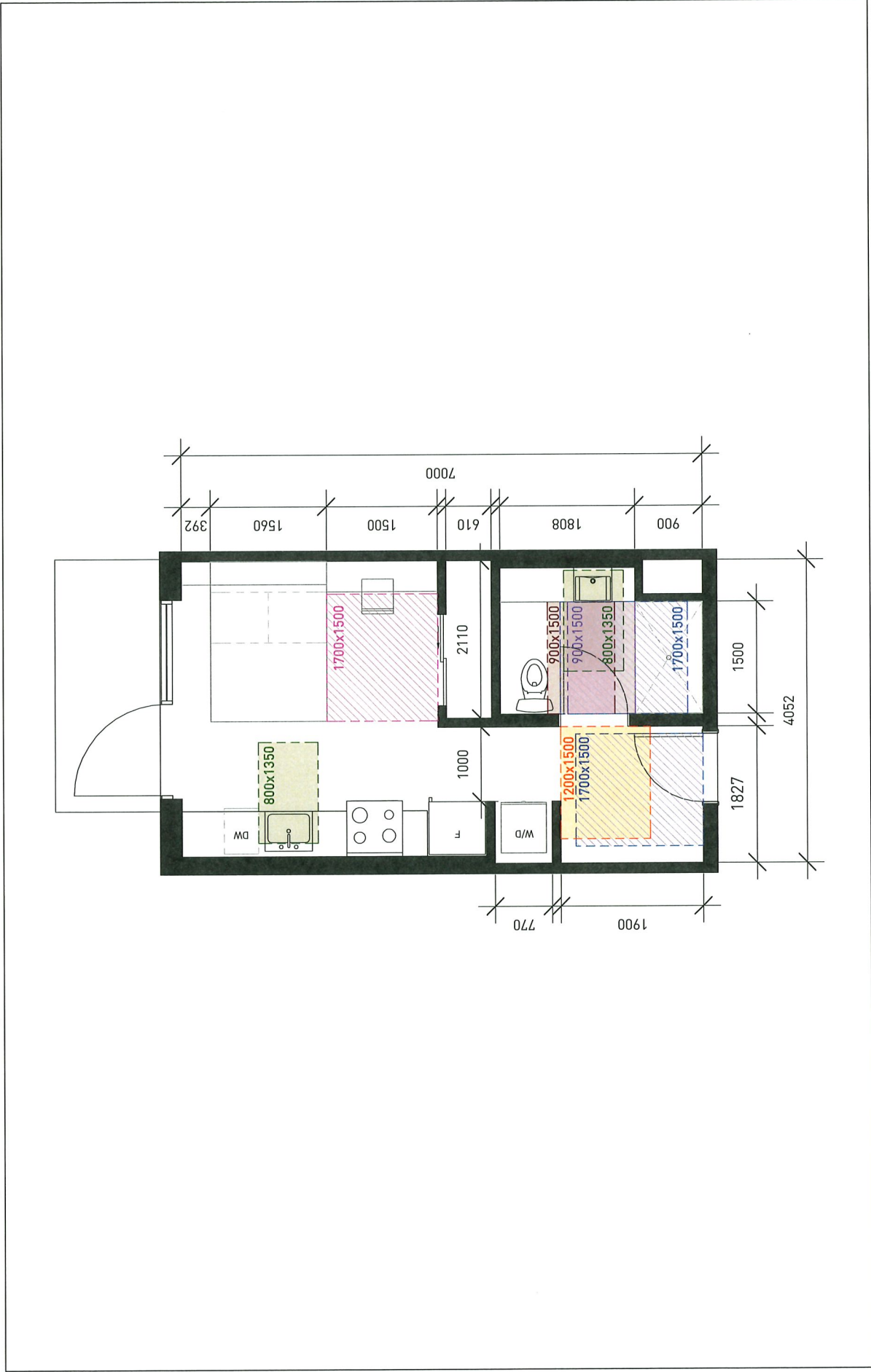
3.2.4.19.(7) Example Unit of Future Strobe Locations



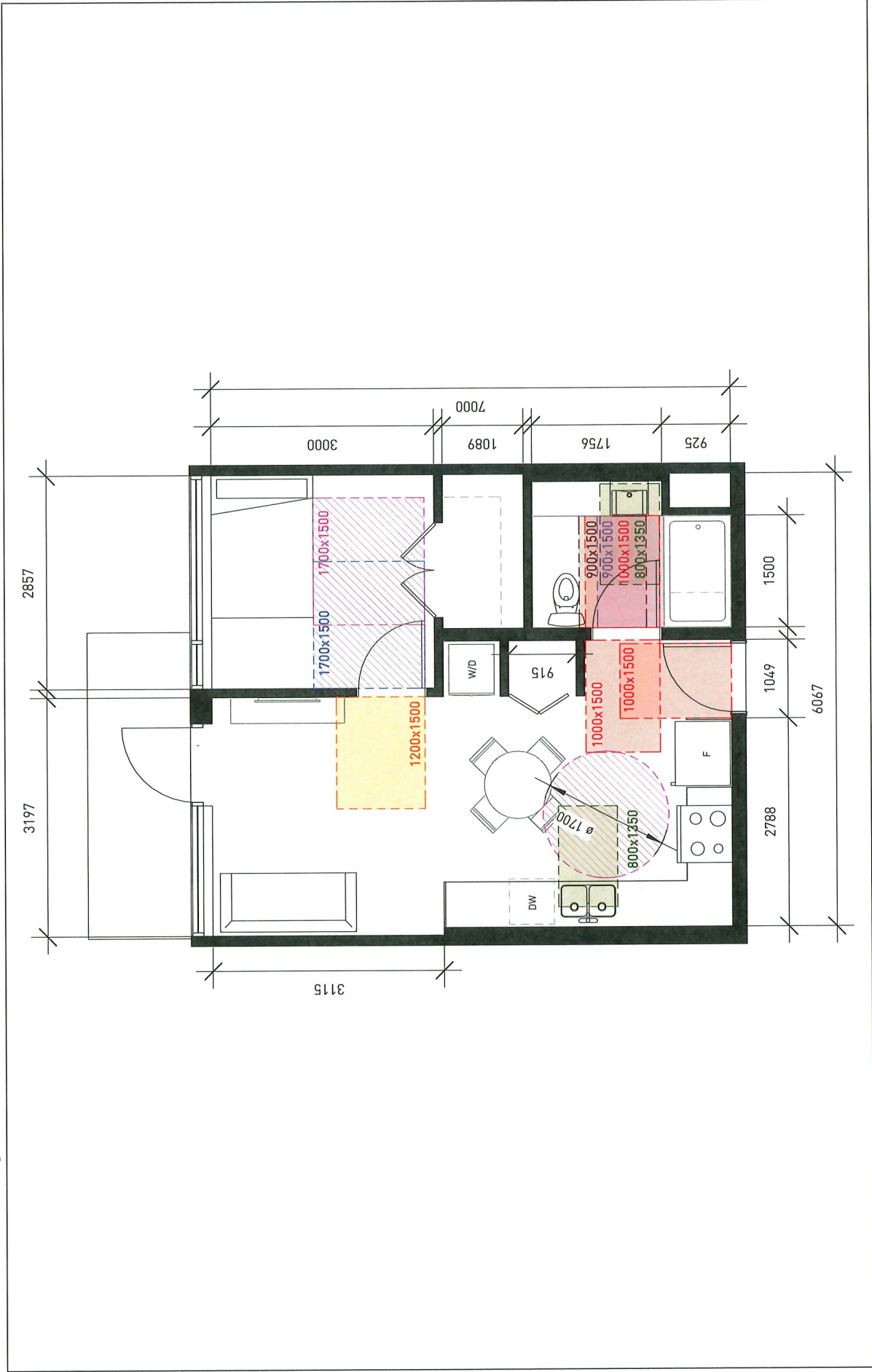
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Adaptable Dwelling Unit Plans

Micro Unit Example Suite (330 sq ft)

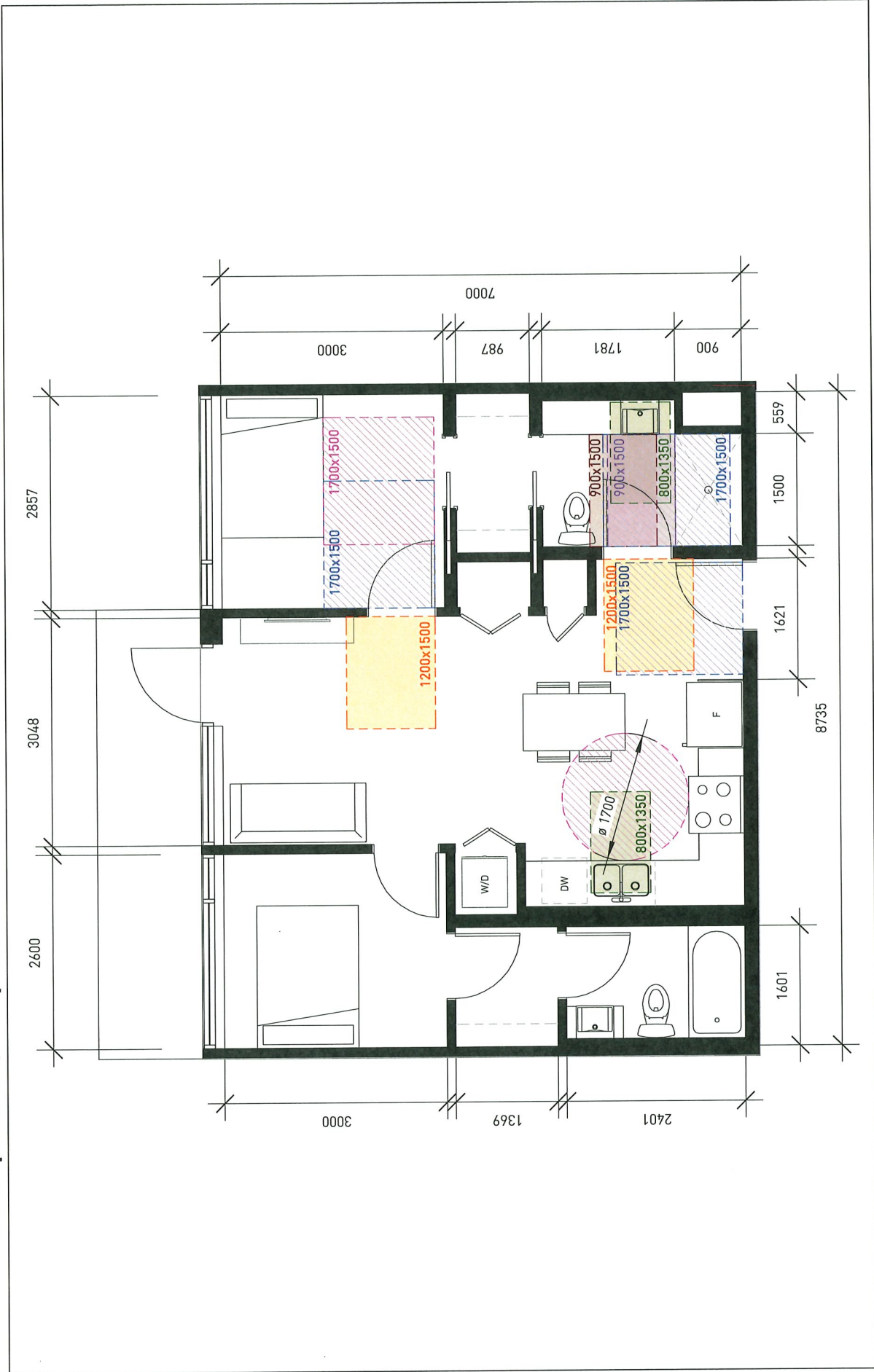


One Bedroom Example Suite (500 sq ft)



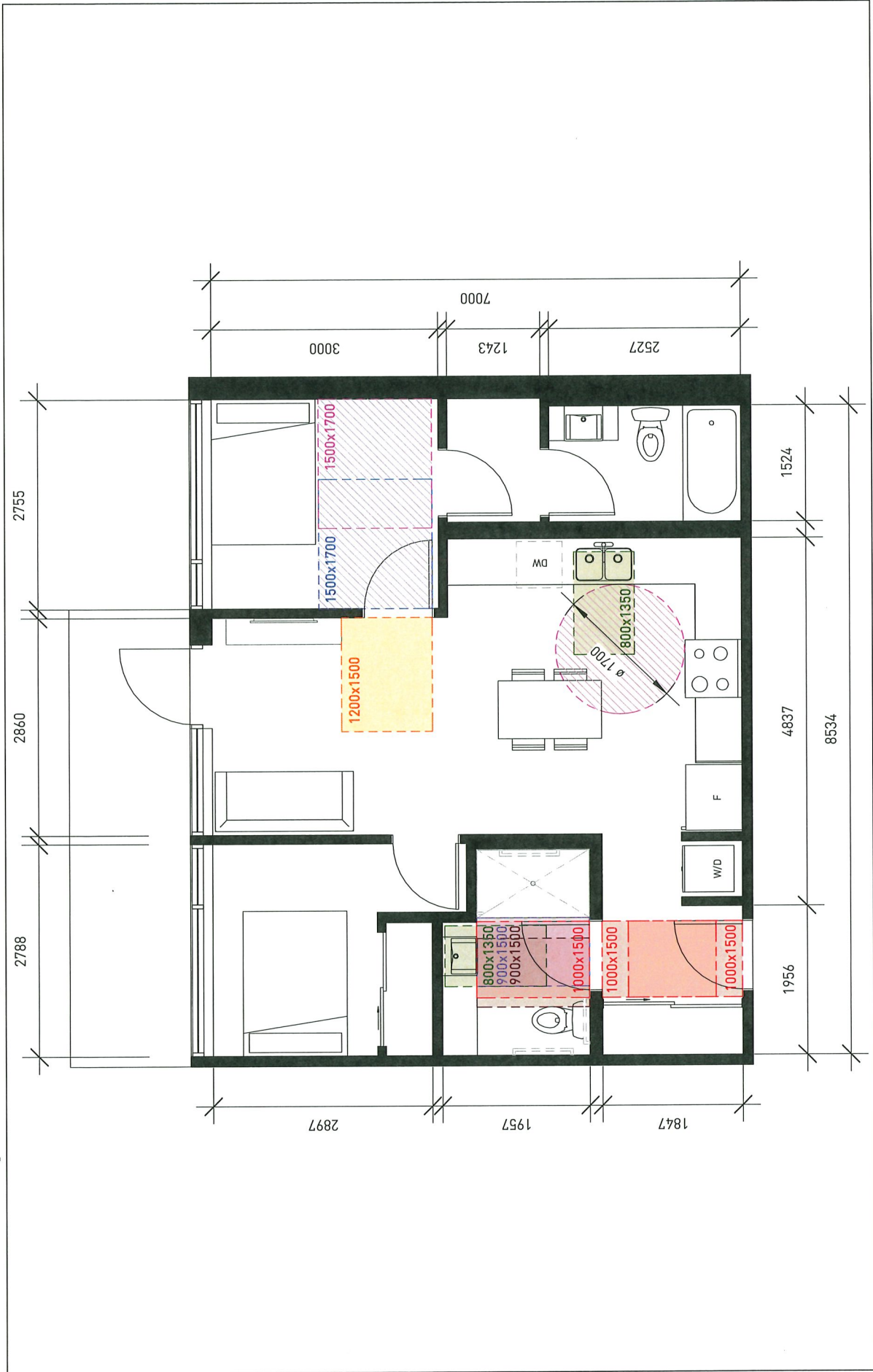
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Two Bedroom Example Suite (720 sq ft)



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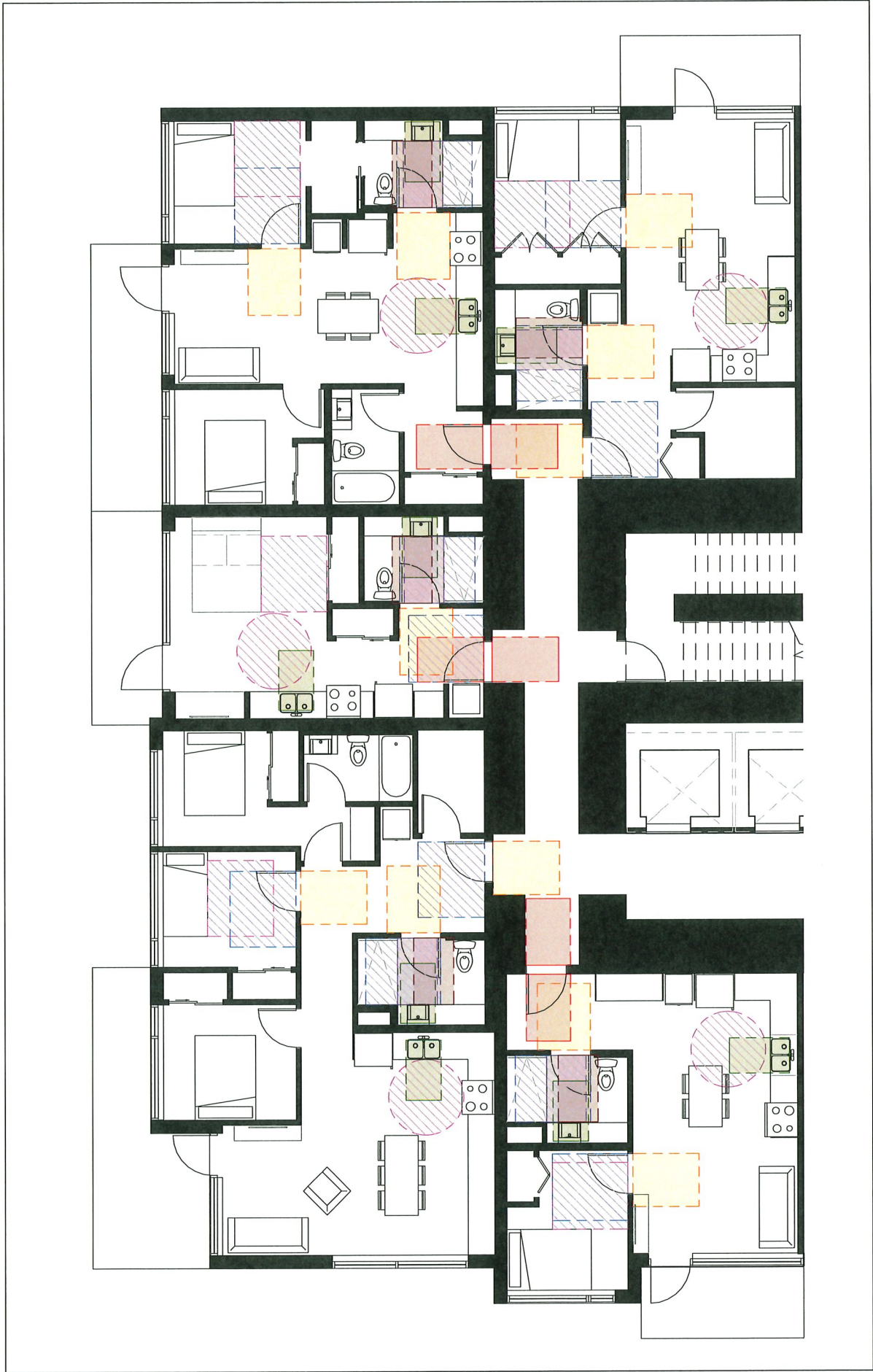
Two Bedroom Example Suite (710 sq ft)



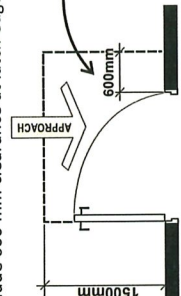
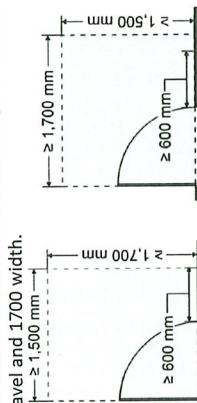
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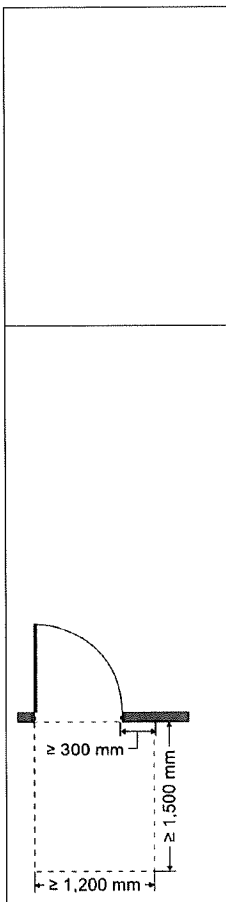
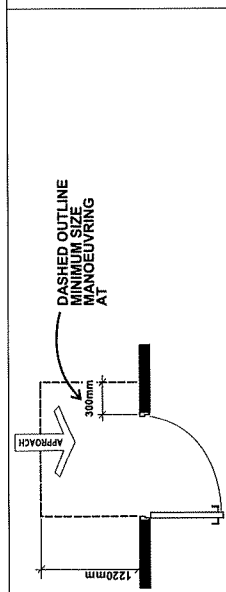
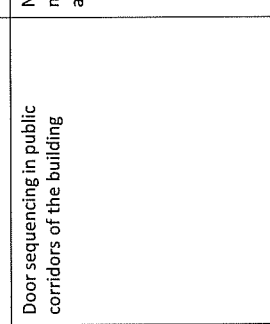
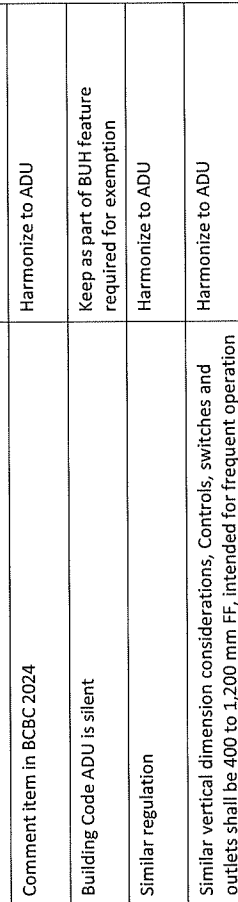
Adaptable Floor Plate Example

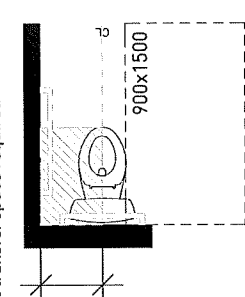
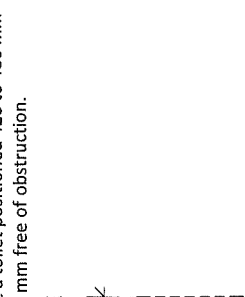
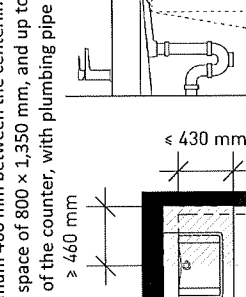
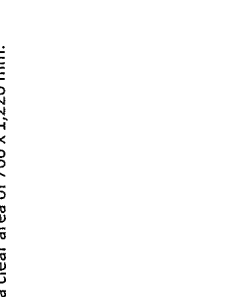
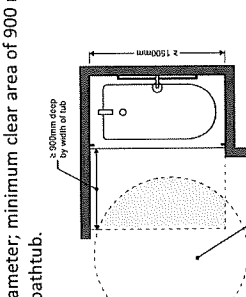
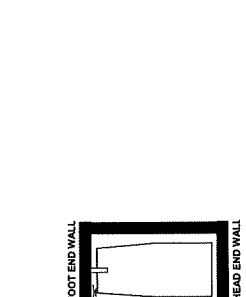
Tower Floor Plate with Adaptable Units

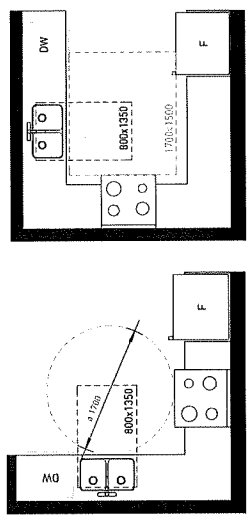
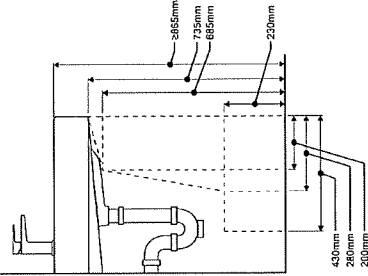


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Items	BUH (Basic universal housing – Richmond Zoning bylaw)	ADU (Adaptable dwelling unit – BCBC 2024)	Recommendations
Purpose	Intended to facilitate ready access, use and occupancy of a dwelling unit by a person with a disability.	Adaptable dwelling unit means a dwelling unit designed and constructed with some accessible features, which accommodates future modifications to provide additional accessible features.	Harmonize to higher accessibility ADU regulations in the BC Building Code
Access Statement	Each dwelling unit and each type of amenity space shall be accessible to a person with a disability from a road and from an on-site parking area. Access to the elevator shall be provided from both the road and the entry to the on-site parking area. An automatic door opener shall be provided for the main entry.	Access, or accessible, means an area and its facilities, or both, as required by this Code, which is easy to approach, enter, exit, operate, participate in, pass to and from, and use safely and independently by persons with disabilities.	Harmonize to ADU standards that includes more stringent accessibility features inside the residential unit. Both regimens apply to dwelling units in multiunit residential buildings served by an accessible path and elevator.
Doors and Doorways	Minimum 850 mm clear openings for entry door into unit.	Minimum 850 mm clear openings for all doors along accessible path within the unit.	Harmonize to ADU
	Minimum 800 mm clear opening for interior swing doors to at least one bedroom, an accessible bathroom and common living areas.	Minimum 850 mm clear opening to all doorways along internal accessible path including to kitchen.	Harmonize to ADU
	Entry doors are exempted from minimum 850 mm clear opening and maneuvering approach spaces if rough-in wiring for an automatic door opener is provided.	Similar requirement, but for all doors not meeting the 850 mm clear dimension. All such situations will have provision for electrical rough-in for power operator	Harmonize to ADU
Door Hardware, functional design	Doors in units and common areas shall be operable by devices that do not require tight grasping or twisting of the wrist.	Similar requirement in general, but specific hardware may be changed in the future based on the unique needs of occupants.	Harmonize to ADU
Door Sills	Flush thresholds with a maximum height of 13 mm, except balcony door sills.	Similar requirements.	Harmonize to ADU
Maneuvering Space at Doorways	Entry doors to units and in common areas shall have a clear and level areas.	All doors shall have clear and level area for approaching both sides.	Harmonize to ADU
Approach Space to Entry Door along accessible path	<p>For pull side: 1,500 mm along path of travel x 1,450 mm width to include 600 mm clearance at latch edge.</p> 	<p>For pull side, 1700 mm along path of travel x 1500 mm width to include 600 mm clearance at latch edge or 1500mm along path of travel and 1700 width.</p> 	Harmonize to ADU
Approach Space to Entry Doors along accessible path	For the push side 1,220 mm along the path of travel x 1,150 mm clearance at latch edge.	For the push side, 1500 mm along the path of travel x 1200 mm clearance at latch edge.	Harmonize to ADU

	<p>No requirement for corridor width, but provides for minimum 1,220 mm clearance between doors, minimum 1,500 x 1,500 mm space adjacent to the elevator entrance.</p>	<p>Harmonize to ADU</p>
	<p>Provides for minimum 1,350 mm clearance between doors as per BC Building Code 3.8.3.6.12).</p>	<p>Harmonize to ADU</p>
<p>Door sequencing in public corridors of the building</p>		<p>Harmonize to ADU</p>
<p>Widths and regulations for exterior, common corridors serving units and common areas</p>	<p>Requirement for Minimum corridor 1,000mm corridor width with allowed restriction of 850 mm as long as restriction area no more than 600 mm long. Elevator approach spaces as per building code.</p> 	<p>Harmonize to ADU</p>
<p>Floor Surfaces</p>	<p>No abrupt changes in level. Slip-resistant carpet shall be firmly fixed, with a maximum of 13 mm high pile.</p>	<p>Comment item in BCBC 2024</p>
<p>Windows in accessible spaces within unit</p>	<p>Maximum 750 mm sill height for seated viewing in at least one bedroom and the living room.</p>	<p>Building Code ADU is silent</p>
<p>Window hardware</p>	<p>Hardware shall be operable with one hand and per door hardware.</p>	<p>Similar regulation</p>
<p>Outlets and Switches</p>	<p>Light switches, electrical panels, and thermostats shall be 900 mm to 1,200 mm from floor (FF). Telephone jacks, electrical and cable outlets shall be 455 to 1,200 mm FF. Intercoms shall be a maximum of 1,375 mm FF. Light switches shall be rocker or paddle-type switches.</p>	<p>Harmonize to ADU</p>

<p>Bathrooms-toilet</p>	<p>Minimum one bathroom shall have a toilet positioned 420 to 480 mm from the side wall, with 510 x 800 mm free of obstruction.</p> 	<p>Toilet transfer space required</p> 	<p>Harmonize to ADU</p>
<p>Sink</p>	<p>Clear space for access to sink with a clear area of 760 x 1,220 mm.</p> 	<p>Minimum 460 mm between the centerline and side wall, with clear floor space of 800 x 1,350 mm, and up to 430 mm from the front edge of the counter, with plumbing pipe clearance.</p> 	<p>Harmonize to ADU</p>
<p>Bathtub</p>	<p>Minimum clear area of 510 mm along the full length of the bathtub.</p> 	<p>Be located in a room with a clear floor space not less than 1,700 mm in diameter; minimum clear area of 900 mm along the full length of the bathtub.</p> 	<p>Harmonize to ADU</p>
<p>Shower</p>	<p>Zoning bylaw BUH is silent</p>	<p>Minimum clear area of 900 mm along the full length of the shower. Similar clear floor space to bathtub.</p>	<p>Harmonize to ADU</p>

	<p>Structural reinforcement in walls to facilitate the installation of grab bars around the toilet and tub.</p> <p>Easy-to-grasp handles on faucets, lever-type.</p>	<p>Similar regulation</p>	<p>Harmonize to ADU</p>
Kitchens	<p>Usable counter space and cupboards shall be easily accessed by people with disabilities, such as continuous counter between sink and cooktop, pull-out work boards at 810 mm high and pull-out cabinet shelves.</p>	<p>Similar regulation</p> <p>Continuous counter between sink and cooktop.</p> 	<p>Harmonize to ADU</p> <p>Harmonize kitchen to ADU.</p> <p>Pull-out work board (810 mm high) retained as requirements for BUH.</p>
	<p>Easy-to-grasp handles on faucets, lever-type.</p> <p>Task lighting at sink, stove and key work areas.</p>	<p>Similar regulation</p> <p>Building Code ADU is silent</p>	<p>Task lighting at fixtures retained as a requirement of the BUH.</p>
	<p>Plumbing and utility pipes located to provide for a potential 810 mm wide under-counter workspace, universally accessible for knee space.</p>	<p>Turning area clear floor space; see diagram above.</p> 	<p>Harmonize to ADU</p>
Bedroom & Closet	<p>Provide a turning space of 1,500 mm diameter on one side of at least a double bed. Cloth closet to have a minimum 900 mm clear opening, minimum 750 x 1,200 mm clear space, and hanger rod at 1,200 mm high.</p>	<p>Provide floor area that permits turning of minimum 1,700 mm diameter, or minimum 1,700 x 1,500 mm adjacent to a bed, with pathway clearance of minimum 850 mm wide, and at least one closet to have the same clear opening as BUH, with clear floor space that need not be separate from bedroom turning areas, as per diagram below.</p>	<p>Harmonize to ADU</p>

			<p>Retain minimum size of balcony or patio (1,500 x 1,500 mm) as a requirement of the BUH.</p> <p>Required as element for BUH.</p> <p>Required as element for BUH.</p>
<p>Patios and Balconies</p>		<p>Building Code ADU is silent.</p> <p>Building Code ADU is silent.</p> <p>Building Code ADU is silent.</p>	<p>Building Code ADU is silent.</p> <p>Building Code ADU is silent.</p> <p>Building Code ADU is silent.</p>
<p>Accessible Patios and Balconies</p>	<p>Minimum 800 mm clear opening for access door; minimum dimension of balcony or patio 1,500 x 1,500 mm. Does not apply to 'Juliet' or 'French' style.</p> <p>At least one patio/balcony will be provided with accessible door sill height.</p>	<p>Provide additional outlets around bed in one bedroom accessed on an accessible path.</p>	
<p>Additional Electrical Outlets</p>			



**Richmond Zoning Bylaw No. 8500
Amendment Bylaw No. 10728**

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

1. Richmond Zoning Bylaw No. 8500, as amended, is further amended at section 3.4 by inserting the following definitions in alphabetical order:

“adaptable dwelling unit (ADU) means an *adaptable dwelling unit* as defined in the *BC Building Code 2024*, as may be amended or replaced, including but not limited to a **dwelling unit** that incorporates all of the **building** features set out in Section 3.8.5 of the *BC Building Code 2024*.”

2. Richmond Zoning Bylaw No. 8500, as amended, is further amended by deleting Section 4.6 and replacing it with the following:

“4.6 Floor Area Exemption for Basic Universal Housing Features and Adaptable Dwelling Units

4.6.1 The following areas are not included in the calculation of maximum **floor area ratio** in all **zones** that permit **apartment housing** and **town housing** for each **dwelling unit** that is contained within **one storey** and where such **dwelling unit** meets the following criteria:

- a) a **floor area** of 1.86 m² for each **dwelling unit** that:
 - (i) is provided in addition to any **adaptable dwelling units** required to be provided by the applicable *Building Code*, and incorporates all the **basic universal housing features** described in Section 4.16; or
 - (ii) is **adaptable dwelling unit** required to be provided by the applicable *Building Code*, and incorporates the additional **basic universal housing features** described in subsections 4.16.16, 4.16.25(a), 4.16.25(d), and 4.16.29; or
- b) a **floor area** of 3.72 m² for each **dwelling unit** that:
 - (i) is an **adaptable dwelling unit** either required to be provided by the applicable *Building Code* or in addition to any **adaptable dwelling unit** either required to be provided by the *Building Code*;
 - (ii) incorporates the additional **basic universal housing features** described in subsections 4.16.16, 4.16.25(a), 4.16.25(d), and 4.16.29;

- (iii) additionally provides an accessible threshold or door sill for no less than one **access** door to any patio or balcony (i.e. the maximum break of the flush threshold is 13.0mm in **height**); and
- (iv) additionally provides two (2) electrical outlets, in addition to those required by the *Building Code*, in:
 - (1) the space around a bed in a **dwelling unit** that consists of a studio; or
 - (2) in at least one **bedroom** in every other **dwelling unit**.

For greater certainty any **dwelling unit** is only eligible for one of the **floor area** exemptions in 4.6.1.a or 4.6.1.b above.”

- 3. Richmond Zoning Bylaw No. 8500, as amended, is further amended inserting the following as new Section 4.16A:

“4.16A Adaptable Dwelling Units

4.16A.1 **Adaptable dwelling units**, otherwise described as **ADUs**, are intended to facilitate ready **access, use**, and occupancy of a **dwelling unit** by a person with a disability.

4.16A.2 Each **adaptable dwelling unit** will provide the features described in Section 3.8.5 of the *BC Building Code 2024*, as may be amended or replaced, which may exceed the standards set out in Section 4.16 above.”

- 4. This Bylaw is cited as **“Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10728”**.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED



MAYOR

CORPORATE OFFICER

Report to Committee



**City of
Richmond**

To: Planning Committee

Date: February 6, 2026

From: Peter Russell
Director, Housing

File: 08-4057-05/2025-Vol 01

Re: Housing Agreement (Moderate Market Rental Housing) (9000 No. 3 Road) Bylaw No. 10690 to Permit the City of Richmond to Secure Moderate Market Rental Units at 9000 No. 3 Road

Staff Recommendation

That Housing Agreement (Moderate Market Rental Housing) (9000 No. 3 Road) Bylaw No. 10690 be introduced and given first, second and third readings to permit the City to enter into a Housing Agreement in accordance with the requirements of Section 483 of the *Local Government Act*, to secure the Moderate Market Rental homes required by Rezoning Application RZ 23-033712.

Peter Russell
Director, Housing
(604-276-4130)

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

Staff Report

Origin

Panatch Group, on behalf of 1320484 B.C Ltd. (Director: Kush Panatch), applied to the City to amend the Official Community Plan (OCP) and Richmond Zoning Bylaw 8500 to permit the development of 64 rental homes in a five-storey mixed-use apartment building. Seven of the homes will be secured at below-market rental rates. Council granted first reading to the amending bylaws on April 28, 2025. A public hearing for the amendments was held on May 20, 2025, following which Council granted second and third readings to the amending bylaws.

In accordance with the rezoning considerations for Rezoning Application RZ 23-033712, the applicant is required to enter into a Housing Agreement and register a Housing Covenant on Title to secure at least seven of the rental homes as Moderate Market Rental (MMR) homes in perpetuity. This report recommends that City Council give first, second and third readings to Housing Agreement (Moderate Market Rental) (9000 No. 3 Road) Bylaw No. 10690.

This report supports Council's Strategic Plan 2022–2026 Focus Area #2 Strategic and Sustainable Community Growth:

Strategic and sustainable growth that supports long-term community needs and a well-planned and prosperous city.

2.2 Develop and implement innovative and proactive solutions that encourage a range of housing options and prioritize affordability.

Analysis

The development proposes the construction of 64 residential rental tenure homes of which seven will be secured as Moderate Market Rental (MMR). The building includes commercial and accessory non-residential uses on the ground floor with residences above.

Moderate Market Rental Units

The OCP recognizes the opportunity for the City to grant additional density when a project proposes affordable housing as a means of addressing community need. In this case, the Applicant is proposing seven MMR homes for which tenant eligibility is based on BC Housing's Household Income Limits (HILs), being largely aligned with the City's Low-End Market Rental (LEMR) rates.

The minimum combined habitable floor area of the seven MMR homes must be at least 374.45 m² (4,030.55 ft²) as secured through RZ 23-033712. Table 1 summarizes the proposed unit mix, proportion of family-friendly units, and units with Basic Universal Housing (BUH) design. Overall, the number and mix of MMR homes uphold the objectives of the Affordable Housing Strategy and applicable policies of the City's OCP. The Applicant has agreed to the Terms and Conditions set out in the Agreement and to register notice of the Housing Agreement on Title.

Table 1: Moderate Market Rental Unit Mix

	Units	Family-Friendly	Basic Universal Housing (BUH)
Studio	2	-	100%
1-Bedroom	2	-	100%
2-Bedroom	3	42.86%	100%
Total	7	42.86%	100%

The rental rates and income thresholds that will be secured by the Housing Agreement are outlined in Table 2. Maximum rent rates are set at 30 per cent of the HILs, divided by 12 (months).

Table 2: Moderate Market Rental Unit Rental Rates and Income Threshold

Unit Type	Maximum Rental Rates	Income Thresholds (2025 HILs)
Studio	\$1,450	\$58,000
1-Bedroom	\$1,450	\$58,000
2-Bedroom	\$1,800	\$72,000
3-Bedroom	\$2,150	\$86,000

In addition to setting maximum rents and income thresholds, the Housing Agreement will protect tenants from age-based occupancy restrictions, limits on access to indoor and outdoor amenity areas, and the imposition of fees including strata fees, amenity fees and move-in/move-out fees. The Agreement provides for an annual statutory declaration to ensure compliance with the terms of the Agreement. Should the owner choose to sell the MMR homes, the Agreement requires that all the units be maintained under single ownership.

Financial Impact

None

Conclusion

A Housing Agreement is required to secure seven MMR homes at 9000 No. 3 Road in perpetuity at rents and income thresholds below those found in the private market. It is recommended that Housing Agreement (Moderate Market Rental) (9000 No. 3 Road) Bylaw 10690 be introduced and given first, second and third readings.



Laurel Eyton
 Planner 1, Affordable Housing
 (604-247-4944)



**Housing Agreement (Moderate Market Rental)
(9000 No. 3 Road) Bylaw No. 10690**

The Council of the City of Richmond enacts as follows:

1. The Mayor and City Clerk for the City of Richmond are authorized to execute and deliver a housing agreement, substantially in the form set out as Schedule A to this Bylaw, with the owner of the lands legally described as:

P.I.D. 003-672-191

Lot 537 Section 28 Block 4 North Range 6 West New Westminster District Plan NWP54754

2. This Bylaw is cited as "**Housing Agreement (Moderate Market Rental) (9000 No. 3 Road) Bylaw No. 10690**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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

MAYOR

CORPORATE OFFICER

Bylaw 10690

Schedule A

**To Housing Agreement (Moderate Market Rental)
(9000 No. 3 Road) Bylaw No. 10690**

HOUSING AGREEMENT BETWEEN AASHYN NO. 3 ROAD DEVELOPMENT LTD. AND
1320484 BC LTD. TOGETHER AS OWNER AND CITY OF RICHMOND

MODERATE INCOME HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference 27th day of January, 2026.

BETWEEN:

AASHYN NO. 3 ROAD DEVELOPMENT LTD. (Incorporation No. BC1314626), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at #700 – 401 West Georgia Street, Vancouver, British Columbia, V6B 5A1

(the “**Beneficial Owner**”)

AND:

1320484 B.C. LTD. (Incorporation No. BC1320484), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at #700 – 401 West Georgia Street, Vancouver, British Columbia, V6B 5A1

(the “**Registered Owner**”, together with the Beneficial Owner, the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Beneficial Owner is the beneficial owner of the Lands and the Registered Owner is the nominee and title holder of the Lands pursuant to a Declaration of Bare Trust and Agency Agreement dated March 17, 2023;
- C. The Registered Owner is the registered owner of the Lands;
- D. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and

Moderate Income Housing Agreement (Section 483 *Local Government Act*)
9000 No 3 Road – HA Bylaw 10690
Application No. RZ 23-033712 Bylaw No.10656
RZ Consideration # 17

- E. The Owner and the City wish to enter into this Agreement to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement,

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following words have the following meanings:
- (a) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
 - (b) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
 - (c) **“BC Housing HIL Report”** means a Housing Income Limit Report for a calendar year released by the BC Housing Management Commission, or any replacement thereof;
 - (d) **“Building”** means any building or structure constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel will be a Building for the purpose of this Agreement;
 - (e) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
 - (f) **“City”** means the City of Richmond;
 - (g) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
 - (h) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, the required moderate income affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities, electric bicycle charging stations, outdoor amenity space, and related access routes;

- (i) **“CPI”** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
- (j) **“Daily Amount”** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (k) **“Development”** means the mixed-use residential and commercial development to be constructed on the Lands;
- (l) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (m) **“Director of Housing Office”** means the City’s Director, Housing Office of the City, and his or her designate;
- (n) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, a Moderate Income Housing Unit;
- (o) **“Eligible Tenant”** means a Family having a cumulative gross annual income of:
 - (i) in respect of a studio unit, \$58,000.00 or less;
 - (ii) in respect of a one-bedroom unit, \$58,000.00 or less;
 - (iii) in respect of a two-bedroom unit, \$72,500.00 or less; or
 - (iv) in respect of a three-bedroom unit, \$86,000 or less; or
 - (v) in respect of a four or more bedroom unit, \$107,500 or less; or

provided that, commencing February 1, 2026, the annual incomes set out above shall be adjusted annually on February 1st of each year this Agreement is in force and effect:

- (vi) by the household income limits published in a BC Housing HIL Report for the year for Richmond, and if Richmond is not listed, for Vancouver; or

- (vii) in the event an annual housing income limit has not been published in the BC Housing HIL Report for the year, by a percentage equal to the percentage increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year.

If there is a decrease in the household income limits set out in the BC Housing HIL Report, or the percentage increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, as applicable pursuant to the above, the annual incomes set out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted income in any particular year shall be final and conclusive;

- (p) **"Family"** means:
 - (i) a person;
 - (ii) two (2) or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption;
- (q) **"GST"** means the Goods and Services Tax levied pursuant to the Excise Tax Act, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (r) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the Land Title Act) charging the Lands from time to time, in respect to the use and transfer of the Moderate Income Housing Units;
- (s) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (t) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (u) **"Lands"** means certain lands and premises legally described as PID: 003-672-191, Lot 537 Section 28 Block 4 North Range 6 West New Westminster District Plan 54754, as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (v) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (w) **"LTO"** means the New Westminster Land Title Office or its successor;

- (x) **“Moderate Income Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (y) **“Moderate Income Housing Parking”** means parking allocated for the exclusive use of any Moderate Income Housing Unit (pursuant to the Housing Covenant);
- (z) **“Occupancy Certificate”** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s *Building Regulation Bylaw 7230*, as may be amended or replaced;
- (aa) **“OCP”** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (bb) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of a Moderate Income Housing Unit from time to time;
- (cc) **“Parking Operator”** means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease, or other contractual right, over all (and not only some) of the parking spaces in the Development which are designated for the use of the Tenants, in order to facilitate the use, operation and management of such parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (dd) **“Permitted Rent”** means no greater than:
 - (i) \$1,450.00 (exclusive of GST) a month for a studio unit;
 - (ii) \$1,450.00 (exclusive of GST) a month for a one-bedroom unit;
 - (iii) \$1,812.50 (exclusive of GST) a month for a two-bedroom unit; and
 - (iv) \$2,150.00 (exclusive of GST) a month for a three-bedroom unit,
 - (v) \$2,687.50 (exclusive of GST) a month for a four (or more) bedroom unit,provided that,
 - (A) commencing February 1, 2026, the rents set out above may be adjusted annually on February 1 of each year this Agreement is in

force and effect by calculating the Permitted Rents to be equal to 30% of the gross household incomes as set out in the applicable BC Housing HIL Report for Richmond, and if Richmond is not listed, for Vancouver. In the event that a BC Housing HIL Report for the year has not been released, Permitted Rents may be increased by a percentage equal to the percentage increase in the CPI for the period of January 1 to December 31 of the immediately preceding calendar year; and

- (B) if there is a decrease in the incomes set out in the BC Housing HIL Report or in the percentage change in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, as applicable based on the above, the Permitted Rents set out above for the subsequent year shall remain unchanged from the previous year; and

for existing tenancies, Permitted Rent may only be increased by the maximum amount permitted by the *Residential Tenancy Act*. Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the foregoing cap on the increase to Permitted Rent shall apply to the annual calculation of the maximum Permitted Rent independent of any exemption status of the Owner (i.e. non-profit housing society). If there is a decrease in the incomes set out in the BC Housing HIL Report or in the percentage increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, as applicable based on the above, the Permitted Rents set out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (ee) “*Real Estate Development Marketing Act*” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (ff) “*Residential Tenancy Act*” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (gg) “*Residential Tenancy Regulation*” means the Residential Tenancy Regulation, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (hh) “**Senior**” means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (ii) “*Strata Property Act*” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;

- (jj) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (kk) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy a Moderate Income Housing Unit; and
- (ll) “**Tenant**” means an occupant of a Moderate Income Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

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

- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (l) the terms “shall” and “will” are used interchangeably and both will be interpreted to express an obligation. The term “may” will be interpreted to express a permissible action.

**ARTICLE 2
USE AND OCCUPANCY OF MODERATE INCOME HOUSING UNITS**

- 2.1 The Owner agrees that each Moderate Income Housing Unit may only be used as a permanent residence occupied by an Eligible Tenant at Permitted Rent; and that a Moderate Income Housing Unit may not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, “permanent residence” means that the Moderate Income Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner will, in respect of each Moderate Income Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor’s discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Moderate Income Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to a Moderate Income Housing Unit if, in the City’s absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
 - (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner, has:
 - (i) submitted to the City a Development Permit application that includes the Moderate Income Housing Units; and
 - (ii) at its cost, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate

- the detailed design, construction, operation, and management of the Moderate Income Housing Units, and all ancillary and related spaces, uses, common areas, and features, including the Common Amenities, as determined by the City through the Development Permit approval process for the Lands, or portion thereof;
- (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Moderate Income Housing Units, and all ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;
 - (c) not apply for an Occupancy Certificate in respect of that Development, nor take any action to compel issuance of an Occupancy Certificate, unless and until all of the following conditions are satisfied:
 - (i) the Moderate Income Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
 - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Moderate Income Housing Units, any facilities for the use of the Moderate Income Housing Units, including parking and any shared indoor or outdoor amenities, including the Common Amenities; and
 - (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's design architect for the Building confirming that the Moderate Income Housing Units have been constructed in accordance with the Agreement;
 - (d) not permit the Development or any portion thereof to be occupied, unless and until the Moderate Income Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Moderate Income Housing Units; and
 - (e) not subdivide the Moderate Income Housing Units into individual strata lots. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by a Strata Plan, that the Moderate Income Housing Units will together form no more than one (1) strata lot.

**ARTICLE 3
DISPOSITION AND ACQUISITION OF MODERATE INCOME HOUSING UNITS**

- 3.1 The Owner will not permit a Moderate Income Housing Unit to be subleased, or the Moderate Income Housing Unit Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act*.
- 3.2 The Owner will not permit a Moderate Income Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a “permanent residence” of a Tenant or an Eligible Tenant.
- 3.3 If this Housing Agreement encumbers more than one Moderate Income Housing Unit, the following will apply:
- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Moderate Income Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Moderate Income Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Moderate Income Housing Units in one building, provided any one such legal and registered owner may be a different corporate entity or person from its one (1) such beneficial owner, as evidenced by a signed trust agreement in form and substance satisfactory to the City Solicitor. For clarity, all of the Moderate Income Housing Units will remain under one (1) ownership structure;
 - (b) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a “building” for the purpose of this section 3.3; and
 - (c) the Lands will not be Subdivided such that one or more Moderate Income Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
- (a) includes the following provision:

“By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the “City”) and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City’s Affordable Housing Strategy, policies and requirements with respect to the provision and administration of

affordable housing within the municipality and for no other purpose, each month during the Tenant's occupation of the Moderate Income Housing Unit:

- (i) a statement of the total, gross annual income, once per calendar year, from all sources (including but not limited to employment, disability, retirement, and investment) of all members of the Tenant's household who are 18 years of age and over and who reside in the Moderate Income Housing Unit;
 - (ii) the number of occupants of the Moderate Income Housing Unit;
 - (iii) the number of occupants of the Moderate Income Housing Unit 18 years of age and under; and
 - (iv) the number of occupants of the Moderate Income Housing Unit who are Seniors";
- (b) defines the term "Landlord" as the Owner of the Moderate Income Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Moderate Income Housing Unit to comply with this Agreement.

3.5 The Owner will not sell or transfer less than all of the Moderate Income Housing Units in any sale or transfer transaction affecting the Moderate Income Housing Units. If the Owner sells or transfers any Moderate Income Housing Units, the Owner will notify the City Solicitor and the Director of Housing Office of the sale or transfer within three (3) days of the effective date of sale or transfer.

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

- (a) the Moderate Income Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Moderate Income Housing Unit will not exceed the Permitted Rent applicable to that class of Moderate Income Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:

- (i) move-in/move-out fees;
- (ii) strata fees;
- (iii) strata property contingency reserve fees;
- (iv) extra charges or fees for use of any common property, limited common property, or other common areas, facilities or amenities, including for the upkeep of such facilities;
- (v) charges or fees in excess of those charged to other residential occupants of the Development for the use of parking, visitor parking, loading, bicycle storage, electric vehicle and bicycle charging stations or related facilities on the Lands used by the Tenants;
- (vi) extra charges for the use of sanitary sewer, storm sewer, or water; or
- (vii) property or similar tax;

provided, however, that if the Moderate Income Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of:

- (viii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure) or district energy charges (including for heating, cooling, or domestic hot water heating);
 - (ix) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant; and
 - (x) installing electric bicycle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
 - (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Moderate Income Housing Unit to comply with this Agreement;
 - (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:

- (i) a Moderate Income Housing Unit is occupied by a person or persons other than an Eligible Tenant;
- (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(o) of this Agreement;
- (iii) the Moderate Income Housing Unit is occupied by more than the number of people the City determines can reside in the Moderate Income Housing Unit given the number and size of bedrooms in the Moderate Income Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
- (iv) the Moderate Income Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (v) the Tenant subleases the Moderate Income Housing Unit or assigns the Tenancy Agreement in whole or in part, except as may be required by the Residential Tenancy Act and in such circumstance, the Tenant may not sublease the Moderate Income Housing Unit or assign the Tenancy Agreement (A) without the prior consent of the Owner, and (B) to anyone who is not an Eligible Tenant,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.6(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(o), Eligible Tenant, of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.6(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant. Notwithstanding the forgoing termination notice periods, the termination notice period shall be the longer of the foregoing and any applicable termination notice period required by the *Residential Tenancy Act*;

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

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

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

- 3.8 The Owner shall not impose any age-based restrictions on Tenants of Moderate Income Housing Units, unless expressly permitted by the City in writing in advance.
- 3.9 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection.

**ARTICLE 4
DEMOLITION OF MODERATE INCOME HOUSING UNIT**

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

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

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

**ARTICLE 5
STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Moderate Income Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Moderate Income Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.

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- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Moderate Income Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of a Moderate Income Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Moderate Income Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of a Moderate Income Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations, electric bicycle charging stations, or related facilities contrary to section 3.6(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle charging stations, electric bicycle charging stations, or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Moderate Income Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of a Moderate Income Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Moderate Income Housing Units.

**ARTICLE 6
DEFAULT AND REMEDIES**

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
- (a) a Moderate Income Housing Unit is used or occupied in breach of this Agreement;
 - (b) a Moderate Income Housing Unit is rented at a rate in excess of the Permitted Rent; or
 - (c) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

then the Owner will pay the Daily Amount to the City for every day that the breach continues after ten (10) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set out in the Housing Covenant shall also constitute a default under this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where a Moderate Income Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Moderate Income Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided, this Agreement will secure only the legal parcels which contain the Moderate Income Housing Units.

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

- (i) the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));
- (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
- (iii) the City has a reasonable time within which to execute the release and return the same to the Owners for registration; and

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- (iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in Sections 7.5 and 7.6.

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

7.2 No Compensation

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

7.3 Modification

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

7.4 Management

The Owner covenants and agrees that it will ensure good and efficient management of the Moderate Income Housing Units and will permit representatives of the City to inspect the Moderate Income Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Moderate Income Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands at no cost or charge to the Tenant.

The Owner further covenants and agrees that it will vote:

- (a) as owner of the Moderate Income Housing Units, in any applicable annual general meetings or special general meetings of the strata corporation, if any; and
- (b) as owner of the air space parcel containing the Moderate Income Housing Units at any applicable meetings of the owners of other Subdivided parcels of the Lands,

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

Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Moderate Income Housing Units.

7.5 Indemnity

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City's refusal to issue a Development Permit or Building Permit or refusal to carry out a final Building Permit inspection permitting occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Moderate Income Housing Unit or the enforcement of any Tenancy Agreement; or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.6 Release

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Moderate Income Housing Unit under this Agreement;
- (b) the City's refusal to issue a Development Permit or Building Permit or refusal to carry out a final Building Permit inspection permitting occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 Survival

The obligations of the Owner set out in this Agreement, including but not limited to sections 7.5 and 7.6, will survive termination or release of this Agreement.

7.8 Priority

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

7.9 City's Powers Unaffected

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

Copies to: City Solicitor and the Director of Housing Office,

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole

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agreement between the City and the Owner respecting the use and occupation of the Moderate Income Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.23 Limitation on Owner's Obligations

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

[remainder of page intentionally blank]

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

AASHYN NO. 3 ROAD DEVELOPMENT LTD., by its authorized signatory(ies):

Kush Panatch P.
Name: KUSH PANATCH
Title: DIRECTOR

Name:
Title:

1320484 B.C. LTD., by its authorized signatory(ies):

Kush Panatch
Name: KUSH PANATCH
Title: DIRECTOR

Name:
Title:

CITY OF RICHMOND,
by its authorized signatories:

Malcolm D. Brodie, Mayor

Claudia Jesson, Corporate Officer

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

SCHEDULE A to Housing Agreement

**STATUTORY DECLARATION
(Moderate Income Housing Units)**

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

I, _____ (full name),

of _____ (address) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

1. I am the registered owner (the "Owner") of the Moderate Income Housing Units;

or,

I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;

2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Moderate Income Housing Units and information as of the ____ day of _____, 20____;

3. Continuously since the last Statutory Declaration process:

a) the Moderate Income Housing Units, if occupied, were occupied only by

Eligible Tenants (as defined in the Housing Agreement); and

- b) the Owner of the Moderate Income Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s) registered against title to the Moderate Income Housing Units;

- 4. The information set out in the table attached as Appendix A hereto (the "Information Table") in respect of each of the Moderate Income Housing Units is current and accurate as of the date of this declaration; and

Page 1 of 2 – continued on next page...

... continued from Page 1 – Page 2 of 2

- 5. I obtained the prior written consent from each of the occupants of the Moderate Income Housing Units named in the Information Table to: (i) collect the information set out in the Information Table, as such information relates to the Moderate Income Housing Unit occupied by such occupant/resident; and (ii) disclose such information to the City, for purposes of complying with the terms of the Housing Agreement.

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

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

(Signature of Declarant)

Name:

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

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

Local Government Act)
 oad – HA Bylaw 10690
 Application No. RZ 23-033712 Bylaw No.10656
 RZ Consideration # 17

Appendix A to Statutory Declaration

Building Name:		Building Address:		Property Manager Name:		Property Manager Phone Number:									
Property Management Company:		Property Manager Email:		Income and Rent		Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.)									
Unit and Household Information															
Row #	Unit #	Unit Type (Studio, 1 Bed, 2 Bed, 3 Bed)	Number of Occupants (if)	Related to Owner (Yes/No) (Provide one response per occupant)	Total Number of Occupants who are "Seniors" as that term is defined in the Housing Agreement (if)	Starting Year of Tenancy	Before-tax Total Income(s) (if Occupant is 18 years & Over) (Provide one response per occupant)	Income Verification Received (Yes/No) (Provide one response per occupant)	Before-tax Total Income of All Occupants 18 years & Over	Rent (\$/Month)	Parking Fees	Move-in/Move-out Fees	Storage Fees	Amenity Usage Fees	Other Tenant Fees
0	EXAMPLE ONLY - 101	3 BR	4	No	1	2022	\$51,049	Yes	\$61,688	\$1,611.19	\$	\$	\$	\$	\$
1				No			\$22,764	Yes							
2				No			\$7,825	Yes							
3				No											

Continue rows as needed.

Moderate Income Housing Agreement (Section 483 Local Government Act)
 9000 No 3 Road – HA Bylaw 10690
 Application No. RZ 23-033712 Bylaw No. 10656
 RZ Consideration # 17



City of Richmond

Report to Committee

To: Planning Committee

Date: February 10, 2026

From: Peter Russell
Director, Housing

File: 08-4057-05/2025-Vol 01

Re: **Housing Agreement Amendment Application by BC Housing and Polygon for Talistar Development at 3468 Ketcheson Court**

Staff Recommendation

That Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437, Amendment Bylaw No. 10743 be introduced and given first, second, and third readings.

Peter Russell
Director, Housing
(604-276-4130)

Att. 1

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

Staff Report

Origin

On June 12, 2023, Council adopted the rezoning application (RZ 18-836123) by Polygon for the lands municipally known as 8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road / 3600 Sexsmith Road, and 3480, 3500, 3520, 3540/3560 Sexsmith Road to enable the construction of 1,341 homes including 1,014 market strata homes, 171 market rental homes, and 156 Low-End Market Rental (LEMR) homes across four phases. Construction of the development, named Talistar, is underway with completion of phase one anticipated in late Spring 2026. Phase one includes a single building comprised of two towers over a shared parkade. One tower includes 156 LEMR homes and the other includes 120 market rental homes.

Polygon is in the process of advancing the potential sale of the 156 LEMR homes to BC Housing. As part of this process, the two parties are seeking amendments to the Housing Agreement. The amendments would establish a tenancing framework that more closely aligns with that used by BC Housing across the Province.

This report supports Council’s Strategic Plan 2022–2026 Focus Area #2 Strategic and Sustainable Community Growth:

Strategic and sustainable growth that supports long-term community needs and a well-planned and prosperous city.

2.2 Develop and implement innovative and proactive solutions that encourage a range of housing options and prioritize affordability.

Analysis

In November 2024, Council adopted changes to the LEMR Program to better align maximum rent rates and income thresholds with current market conditions and, in doing so, improve the long-term financial viability of LEMR home construction and operations. Table 1 presents the 2026 maximum LEMR rent rates and income thresholds.

Table 1: Maximum 2026 LEMR Rent Rates and Income Thresholds

Unit Type	Maximum Rent	Income Threshold
Studio	\$1,395	\$55,800
1-Bedroom	\$1,508	\$60,336
2-Bedroom	\$1,816	\$72,648
3+ Bedroom	\$2,205	\$88,200

Staff are currently in receipt of an application by Polygon to amend the Talistar Housing Agreement to change the maximum LEMR rent rates and income thresholds as described below.

Proposed Housing Agreement Amendments

The amending bylaw, if adopted, would have the effect of repealing and replacing the existing housing agreement with the following key changes.

Maximum Rents

BC Housing is proposing to increase the affordability of one-half, or 78 of the 156 LEMR homes, by setting rents for these homes at 25 per cent below the Canada Mortgage and Housing Corporation's (CMHC) Average Market Rent (AMR) for Richmond. The remaining LEMR homes would have rents set at the current LEMR rent rates, being 10 per cent below the CMHC AMR for Richmond. Table 2 presents the proposed maximum rents by unit type.

Table 2: Maximum Rent Rates by Unit Type

Unit Type	CMHC AMR (2025)	Rents at 10% below CMHC AMR (LEMUR)	Rents at 25% below CMHC AMR
Studio	\$1,550	\$1,395	\$1,163
1-Bedroom	\$1,676	\$1,508	\$1,257
2-Bedroom	\$2,018	\$1,816	\$1,514
3+ Bedroom	\$2,450	\$2,205	\$1,838

The proposal by BC Housing provides 78 rental homes at a depth of affordability which exceeds that of the LEMR Program. Achieving greater affordability will assist the City in supporting the priority groups recognized in the Affordable Housing Strategy, including low and moderate-income households, seniors, families, and persons with disabilities.

Income Thresholds and Housing Affordability

Income thresholds are proposed to be set at 20 per cent below BC Housing's "Low to Moderate Income Limits" for all the LEMR homes in the development. The Limits are applied to projects that do not receive an ongoing subsidy from BC Housing and are set annually by BC Housing using provincial median income data from Statistics Canada. Table 3 presents the City's current LEMR income thresholds and those proposed by BC Housing.

Table 3: Current LEMR Income Thresholds and BC Housing's Proposed Thresholds

Unit Type	(Current) LEMR Income Threshold	(Proposed) 20% below BC Housing's Low to Moderate Income Limits	BC Housing's 2026 Low to Moderate Income Limits	BC Housing's 2025 Housing Income Limits (HILs)
Studio	\$55,800	\$72,448	\$90,560	\$58,000
1 Bdrm	\$60,336	\$72,448	\$90,560	\$58,000
2 Bdrm	\$72,648	\$117,016	\$146,270	\$72,000
3+ Bdrm	\$88,200	\$117,016	\$146,270	\$86,000

As outlined above, BC Housing's proposed income thresholds are higher than those set out in the City's LEMR Program. BC Housing staff note that the higher income thresholds will broaden the pool of eligible households. Additionally, having higher income thresholds may allow residents to remain in their homes should there be a modest increase in their income.

Increasing the income thresholds may mean that households earning more than the City's LEMR income thresholds are able to gain access to homes with rents lower than those set out in the LEMR Program. Accordingly, the agreement requires the NPO operator to only tenant the units to households with gross incomes below BC Housing's Household Income Limits (HILs) within the first 12 months following building occupancy and within three months of any tenant turnover. Table 3 also recognizes BC Housing's 2025 HILs, applicable to 2026 tenancies.

Securing a Non-Profit Organization

The terms of the current Housing Agreement require that Polygon retain a non-profit organization (NPO) acceptable to the City to administer and manage all the LEMR homes. Polygon has advised staff that securing a single NPO to manage the high number of LEMR homes at Talistar has been challenging due to current market conditions and the limited pool of non-profits capable of managing larger-scale residential developments. It is understood that BC Housing is interested in purchasing all 156 LEMR homes and then selling a portion of the homes to an NPO. The NPO would be responsible for managing all the LEMR homes in accordance with an Operating Agreement with BC Housing. Should BC Housing not secure an NPO, BC Housing would own and manage all the LEMR homes.

BC Housing has a mandate to provide access to safe, quality, accessible and affordable housing. As part of the proposal, BC Housing has acknowledged its commitment to housing those who may not traditionally be granted tenancy in other affordable housing developments and to serving those with a connection to Richmond (see Attachment 1).

Income Exceedance

LEMUR housing can act as a stepping stone for low-income households seeking to transition towards market rental or market ownership housing. As the gross income of a household increases, so too does the ability of the household to afford market housing and, in some instances, put money into savings to fund future housing needs or investments. In July, 2025, Council adopted the "Low-End Market Rental Parking, Tenant Asset and Income Exceedance Policy". The Policy supports the granting of one-time exemptions from an income threshold exceedance of no greater than 10 per cent. Beyond this limit, the City could ask that the owner of the LEMR home issue the household an end of tenancy notice.

Polygon and BC Housing have requested terms that would permit an ongoing income exceedance of no greater than 10 per cent, in addition to an extension of the amount of time given to a tenant(s) if required to vacate a LEMR home because of an exceedance. Notwithstanding the current framework of the noted Policy, staff believe that enabling an ongoing income exceedance of 10 per cent provides a reasonable means of supporting the eventual movement of LEMR tenant(s) into market housing.

In instances where an income exceedance occurs beyond 10 per cent, BC Housing has asked that the Housing Agreement provide for 12 months to vacate a unit upon receipt of an end of tenancy notice, whereas the City's standard Housing Agreement provides tenants with six months to vacate a unit. Staff recommend that this additional timing be accepted by the City as doing so will provide greater accommodation to moderate-income households that may be challenged to find suitable alternative affordable rental or market housing. Terms in the attached housing agreement bylaw enable the 10 per cent income exceedance buffer and the extended time to vacate a unit as noted.

Introduction of asset limits

The amending bylaw introduces asset limits which limit eligibility to households with liquid assets of less than \$100,000 as outlined in the noted Policy.

Financial Impact

None

Conclusion

Polygon, working in conjunction with BC Housing, has applied to amend the Housing Agreement applicable to the 156 LEMR homes in the Talistar development. The amendments are being sought by BC Housing to facilitate its purchase of the LEMR homes. If approved, the amendments would bring increased housing affordability while aligning components of the Housing Agreement with the operations of BC Housing established elsewhere in the Province.



Greg Newman
Manager, Affordable Housing
(604-204-8648)

Att. 1 Letter from BC Housing – Commitment to Richmond Community



Dear Mayor and Council,

RE: 3468 Ketcheson Court, Richmond

BC Housing is committed to meaningfully serve the housing needs of the Richmond community through our potential investment in the Talistar project,. As part of our commitment, we intend to follow a tenanting approach for the building, BC Housing alongside our not-for-profit operating partner, that will prioritize selection of Richmond residents or people with a strong direct connection to Richmond.

This commitment is intended to ensure that local residents directly benefit from the housing being delivered and to support Council's objectives of addressing Richmond's specific housing needs. BC Housing agrees to have this commitment reflected in the Housing Agreement required by the City of Richmond, and in our RFP selecting the housing operator and enshrined in the operating agreements.

We appreciate the opportunity to partner with the City of Richmond on this important project and remain committed to ongoing collaboration to ensure it delivers strong local outcomes.

Sincerely,

A handwritten signature in black ink, consisting of the letters "NB" followed by a long, horizontal, slightly wavy line that ends in a small arrowhead.

Naomi Brunemeyer,

Director of Regional Development

Lower Mainland, BC Housing



**Housing Agreement (Affordable Housing)
(8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and
3600 Sexsmith Road) Bylaw No. 10437,
Amendment Bylaw No. 10743**

The Council of the City of Richmond enacts as follows:

1. **Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437** is hereby amended by deleting Schedule A thereto and replacing it with Schedule 1 to this Bylaw.
2. This Bylaw is cited as **“Housing Agreement (Affordable Housing) (8671, 8731, 8771, 8831/8851 Cambie Road, 8791 Cambie Road and 3600 Sexsmith Road) Bylaw No. 10437, Amendment Bylaw No. 10743”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating Division <i>etm</i>
APPROVED for legality by Solicitor <i>LH</i>

MAYOR

CORPORATE OFFICER

Schedule 1 to Bylaw 10743

SCHEDULE A

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

**HOUSING AGREEMENT BETWEEN POLYGON TALISTAR HOMES LTD AND THE
CITY OF RICHMOND**

SECOND AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference ____ day of _____, 20 ____.

BETWEEN:

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

(the “Owner”)

AND:

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

(the “City”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- C. The Owner is the owner of the Lands;
- D. The Owner and the City entered into a Housing Agreement dated for reference March 13th, 2023 (the “**2023 Agreement**”) to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the Lands, which was approved by Council for the City under Housing Agreement Bylaw No. 10437;
- E. The Owner and the City agreed to replace the 2023 Agreement by entering into an Amended and Restated Housing Agreement dated for reference April 14th, 2025 (the “**2025 Agreement**”) to provide for affordable housing, pursuant to the Affordable

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaws Nos. 10633 and 10743
Lot 1 Affordable Housing Units

Housing Strategy, on the Lands, which was approved by Council for the City under Housing Agreement Bylaw No. 10633; and

- F. The Owner and the City have agreed to amend the 2025 Agreement and accordingly wish to enter into this amended and restated Agreement to provide for affordable housing on the terms and conditions set out in this Agreement,

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **“Affordable Housing Parking”** means parking allocated for the exclusive use of any Affordable Housing Unit (pursuant to the Housing Covenant);
- (b) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (c) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with a Building Permit and/or Development Permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands, or portion thereof, and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (d) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (e) **“Assets”** means property owned by a person or company, regarded as having value and available to meet debts, commitments, or legacies, and for the purposes of this Agreement include, in particular, the following:
 - (i) stocks, bonds, term deposits, mutual funds and cash;
 - (ii) business equity in a private incorporated company including cash, GICs, bonds, stocks or real estate; and
 - (iii) real estate equity, net of debt,

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
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Lot 1 Affordable Housing Units

and exclude, in particular, the following:

- (iv) Registered Education Savings Plans (RESPs), Registered Retirement Saving Plans (RRSPs), Registered Disability Savings Plans (RDSPs), and Registered Retirement Income Funds (RRIF);
- (v) trade and business tools essential to continue currently active employment, such as farm equipment, specialized tools and vehicles;
- (vi) personal effects;
- (vii) bursaries or scholarships from educational institutions for any household member that is a current student; and
- (viii) assets derived from compensatory packages from any government, for example Indian Residential School Settlements and Japanese Canadian Redress;
- (f) **“BC Housing”** means the BC Housing Management Commission or its successor in function;
- (g) **“BC Housing HILs”** means the most recent Housing Income Limits, published by BC Housing with reference to BC Housing’s Subsidized Rental Housing Program Framework, applicable to the number of bedrooms in a unit at the time a Tenant enters into a Tenancy Agreement in respect of such unit;
- (h) **“BC Housing Low and Moderate Income Limits”** means the most recent Low and Moderate Income Limits, published by BC Housing with reference to BC Housing’s Subsidized Rental Housing Program Framework, applicable to the number of bedrooms in a unit at the time a Tenant enters into a Tenancy Agreement in respect of such unit;
- (i) **“Building”** means any building constructed, or to be constructed, on the Lands or any Lot, or a portion thereof, including each air space parcel into which the Lands or any Lot or any part thereof may be Subdivided from time to time. For greater certainty, each air space parcel and the remainder parcel will be a Building for the purpose of this Agreement;
- (j) **“Building Permit”** means a building permit authorizing construction on the Lands or any Lot or any portion(s) thereof;
- (k) **“CCAP”** means the City of Richmond City Centre Area Plan, as may be amended or replaced from time to time;
- (l) **“City”** means the City of Richmond;

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
 8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
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 Lot 1 Affordable Housing Units

- (m) “**City Solicitor**” means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (n) “**CMHC**” means the Canada Mortgage and Housing Corporation or its successor in function;
- (o) “**CMHC Average Rental Rates**” means the most recent CMHC average market rent per month, reported through the annual CMHC Rental Market Survey, for the City of Richmond and applicable to the unit type and number of bedrooms, based on the rates available at the time a Tenant enters into a Tenancy Agreement, provided that if the number of bedrooms in a unit exceeds three, then such CMHC average market rent applicable to "3 Bedroom +" shall apply;
- (p) “**Common Amenities**” means all indoor and outdoor areas, recreational facilities and amenities that are provided for residents of the Building in which the Affordable Housing Units are located, as required by the OCP, CCAP, Rezoning and any applicable Development Permit, and as determined and designated pursuant to the Rezoning and any applicable Development Permit processes, including without limitation visitor parking, the required affordable housing parking, loading bays, and electric vehicle and bicycle charging stations, bicycle storage, and related access routes;
- (q) “**CPI**” means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (r) “**Daily Amount**” means \$100.00 per day as of January 1, 2009 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2009, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (s) “**Development**” means the mixed-use, mid-rise and high-rise development to be constructed on the Lots;
- (t) “**Development Permit**” means a development permit authorizing development on the Lands or any Lot, or any portion(s) thereof;
- (u) “**Director, Housing Office**” means the individual appointed to be the Director, Housing Office from time to time of the Housing Office of the City and his or her designate;
- (v) “**Dwelling Unit**” means a residential dwelling unit or units located or to be located on the Lands or any Lot whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached

dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;

- (w) “**Eligible Tenant**” means a Family:
- (i) having a cumulative gross annual income equal to or less than the amount calculated, from time to time, by the following formulas:

Part A

- (A) the then current BC Housing HILs for the applicable number of bedrooms; or

Part B

- (B) 80% of the then current BC Housing Low and Moderate Income Limits for the applicable number of bedrooms,

provided however that:

- (C) if there is a decrease in such then current BC Housing HILs or BC Housing Low and Moderate Income Limit, as applicable, following the commencement of a tenancy of an Affordable Housing Unit by such Family, such cumulative gross annual income for such Family shall be the cumulative gross annual income for such Family for the immediately preceding calendar year, adjusted on January 1st of the then current calendar year, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, provided that if there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the cumulative gross annual income for the subsequent year shall remain unchanged from the previous year; and
- (D) in the absence of obvious error or mistake, any calculation by the City of an Eligible Tenant's permitted cumulative gross annual income in any particular year shall be final and conclusive; and
- (ii) owning Assets valued at \$100,000 or less, as calculated by the City in any particular year, in accordance with the LEMR Parking, Tenant Asset and Income Exceedance Policy; and in the absence of obvious error or mistake, any calculation by the City of the value of an Eligible Tenant's Assets in any particular year shall be final and conclusive;

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
 8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
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 Amendment Bylaw Nos. 10633 and 10743
 Lot 1 Affordable Housing Units

- (x) **“Family”** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (y) **“GST”** means the Goods and Services Tax levied pursuant to the Excise Tax Act, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (z) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the Land Title Act) charging the Lands or a Lot or parts thereof from time to time, in respect to the use and transfer of the Affordable Housing Units located or to be located on the Lands or parts thereof;
- (aa) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (bb) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (cc) **“Lands”** means those lands and premises legally described as PID: 031-966-039, Lot 1 Section 27 and 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “South Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (dd) **“LEMR Parking, Tenant Asset and Income Exceedance Policy”** means the Low-End Market Rental Parking, Tenant Asset and Income Exceedance Policy approved by City Council on July 28, 2025, which allows the owner of Affordable Housing Units to charge for parking and to implement an asset test limit for new Tenants, as amended or replaced from time to time;
- (ee) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (ff) **“Lot 2”** means those lands and premises legally described as PID: 031-966-080, Lot 2 Section 27 and 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “East Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;

- (gg) “**Lot 3**” means those lands and premises legally described as PID: 031-966-098, Lot 3 Section 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “West Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (hh) “**Lot 4**” means those lands and premises legally described as PID: 031-966-136, Lot 4 Section 28 Block 5 North Range 6 West New Westminster District Plan EPP120534, and which are generally referred to in connection with the Rezoning as the “Central Lot”, as may be further Subdivided from time to time, and including a Building or a portion of a Building;
- (ii) “**Lots**” means, collectively, the Lands, Lot 2, Lot 3 or Lot 4 and “**Lot**” means any one of them;
- (jj) “**LTO**” means the New Westminster Land Title Office or its successor;
- (kk) “**OCP**” means the City of Richmond Official Community Plan Bylaw No. 7100, as may be amended or replaced from time to time;
- (ll) “**Owner**” means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (mm) “**Parking Operator**” means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease, or other contractual right, over all (and not only some) of the parking spaces in the Development which are designated for the use of the Tenants, in order to facilitate the use, operation and management of such parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (nn) “**Permitted Rent**” means no greater than:
 - (i) for up to 50% of the Affordable Housing Units, an amount which does not exceed 90% of the then current CMHC Average Rental Rate, as of the time an Eligible Tenant enters into a Tenancy Agreement; and
 - (ii) for up to 50% of the Affordable Housing Units, an amount which does not exceed 75% of the then current CMHC Average Rental Rate, as of the time an Eligible Tenant enters into a Tenancy Agreement,

provided that:

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
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Lot 1 Affordable Housing Units

- (iii) such amount may be adjusted by the maximum percentage rental increase permitted by the *Residential Tenancy Act* independent of any exemption status of the Owner (i.e. non-profit housing society) during the period of time that the applicable Affordable Housing Unit is occupied by the Eligible Tenant under the Tenancy Agreement; and
- (iv) in the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;
- (oo) “**Real Estate Development Marketing Act**” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (pp) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (qq) “**Residential Tenancy Regulation**” means the Residential Tenancy Regulation, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (rr) “**Rezoning**” means the rezoning of the parent parcel to the Lots pursuant to the rezoning application made by the Owner under number RZ 18-836123;
- (ss) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (tt) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands or a Lot, or the ownership or right to possession or occupation of the Lands or a Lot into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (uu) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (vv) “**Tenant**” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;

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

ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant at Permitted Rent, provided that:

- (a) during the first 12 months of the initial lease-up of all of the Affordable Housing Units and during the first 3 months after a Tenancy Agreement has been terminated in respect of an Affordable Housing Unit, the Owner agrees that each

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Affordable Housing Unit or Units may only be rented to an Eligible Tenant included in Part A of the definition of Eligible Tenants; and

- (b) at all other times, each Affordable Housing Unit can be rented out to an Eligible Tenant included in Part A or Part B of the definition of Eligible Tenants.

An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.

- 2.2 Within 30 days after receiving notice from the City, the Owner will, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
 - (a) be issued with any Development Permit unless the first Development Permit for the Development includes the Affordable Housing Units;
 - (b) be issued with any Building Permit unless the first Building Permit (excluding for excavation) includes the Affordable Housing Units;
 - (c) occupy, nor permit any person to occupy any Dwelling Unit or any portion of any Building, in part or in whole, constructed on the Lots and the City will not be obligated to permit final or provisional occupancy of any Dwelling Unit or Building constructed on the Lots until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, a

Development Permit, a Building Permit, and all applicable City bylaws, rules or policies, to the satisfaction of the City;

- (ii) the Affordable Housing Units have received final building permit inspection granting provisional or final occupancy of the Affordable Housing Units; and
 - (iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units, any facilities for the use of the Affordable Housing Units, including Common Amenities; and
- (d) Subdivide the Lands or any part thereof unless all easements, covenants, rights of way and other agreements, to the satisfaction of the Director, Housing Office and the City Solicitor, are in place to secure use of all Common Amenities by the Tenants and any permitted occupants and visitors to the Affordable Housing Units.

2.5 Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the Owner will, for so long as the Affordable Housing Units remain located on the Lands, comply with sections 41 [Rent increases], 42 [Timing and notice of rent increases] and 43 [Amount of rent increase] of the *Residential Tenancy Act*, as such sections may be amended or replaced from time to time, with respect to rent increases for Tenants.

ARTICLE 3 DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit or any Common Amenity assigned for the exclusive use of an Affordable Housing Unit to be subleased, or a Tenancy Agreement to be assigned, except as required under the *Residential Tenancy Act* and provided that for the avoidance of doubt, the Owner shall not exercise any discretion afforded to it under the *Residential Tenancy Act* to consent to any sublease or assignment which would result in the occupation or use of an Affordable Housing Unit or Common Amenity assigned for the exclusive use of an Affordable Housing Unit which is prohibited by or inconsistent with the terms and conditions of this Agreement or which would preclude the Owner from otherwise being able to comply with the terms and conditions of this Agreement.
- 3.2 The Owner will not permit an Affordable Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a “permanent residence” of a Tenant or an Eligible Tenant.
- 3.3 If this Agreement encumbers more than one Affordable Housing Unit, the following will apply:

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- (a) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Affordable Housing Units located in one Building in a single or related series of transactions, with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Affordable Housing Units in the Building;
- (b) the Owner will not Subdivide the Lands in any manner which would result in the Affordable Housing Units being contained within individual strata lots, the Owner acknowledging and agreeing that if that portion of the Lands containing the Affordable Housing Units is subject to Subdivision by a Strata Plan, that the Affordable Housing Units will together form no more than one (1) strata lot;
- (c) if the Development contains one or more air space parcels, each air space parcel and the remainder within each air space plan will be a “Building” for the purpose of this section 3.3; and
- (d) the Lands will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units located or to be located on the Lands, without the prior written consent of the City. For certainty, nothing herein prohibits the Lands from being subdivided such that all of the Affordable Housing Units are contained in a single parcel.

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

- (a) includes the following provision:

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

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

- (ii) a statement of the total value of Assets owned by all members of the Tenant's household who are 18 years of age and over and who reside in the Affordable Housing Unit;
 - (iii) number of occupants of the Affordable Housing Unit;
 - (iv) number of occupants of the Affordable Housing Unit 18 years of age and under;
 - (v) number of occupants of the Affordable Housing Unit 55 years of age and over.”;
- (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.
- 3.5 At all times that this Agreement encumbers the Lots, the Owner shall be or shall retain and maintain in place a non-profit organization acceptable to the City to operate and manage all of the Affordable Housing Units in accordance with this Agreement and in accordance with the Housing Covenant. All Affordable Housing Units owned by the Owner must be managed and operated by one non-profit organization.
- Without limiting the foregoing, such non-profit organization must have as one of its prime objectives the operation of affordable housing. At the request of the City, from time to time, any Owner that is not a non-profit organization shall deliver to the City a copy of the agreement (fully signed and current) with the non-profit organization, to evidence the Owner's compliance with this Section 3.5.
- 3.6 If the Owner sells or transfers any Affordable Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.7 The Owner will not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant in accordance with the terms of this Agreement, including for certainty Section 2.1, and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;

- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees;
 - (ii) strata fees;
 - (iii) strata property contingency reserve fees;
 - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation bicycle storage, electric vehicle and bicycle charging stations or related facilities;
 - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
 - (vi) property or similar tax;

provided, however, that if either the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees or the Affordable Housing Unit is not part of a strata unit, an Owner may charge the Tenant the Owner's cost, if any, of:

- (vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle and bicycle charging infrastructure) or district energy charges (including for heating, cooling, or domestic hot water heating);
- (viii) a Tenant's exclusive use of one or more Affordable Housing Parking spaces in accordance with and to the maximum amounts set out in the LEMR Parking, Tenant Asset and Income Exceedance Policy; and
- (ix) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant.

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

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

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- 3.10 The Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
- (a) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (b) the annual income of an Eligible Tenant rises more than 10% above the applicable maximum amount specified in the applicable Part of the definition of Eligible Tenant in this Agreement;
 - (c) the value of the total Assets of an Eligible Tenant rises above the applicable maximum amount specified in the definition of Eligible Tenant in this Agreement;
 - (d) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (e) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (f) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part without consent of the Owner given in accordance with this Agreement,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for sections 3.10(b) and 3.10(c) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant or value of Assets rises above amounts prescribed in definition of Eligible Tenant of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective on the date that is the greater of 30 days following the date of the notice of termination and the minimum amount of notice required by the *Residential Tenancy Act*. In respect to section 3.10(b) of this Agreement, termination shall be effective on the day that is twelve (12) months following the date that the Owner provided the notice of termination to the Tenant. In respect to section 3.10(c) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant.

- 3.11 The Owner will ensure that each Tenancy Agreement identifies all occupants of the applicable Affordable Housing Unit and will include a clause in the Tenancy Agreement stipulating that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year.

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

**ARTICLE 4
DEMOLITION OF AFFORDABLE HOUSING UNIT**

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

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

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

**ARTICLE 5
STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lots or any Subdivided parcel of the Lots or part thereof which contain the Affordable Housing Units.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on

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Tenants of Affordable Housing Units, or is otherwise inconsistent with this Agreement, will have no force and effect, unless expressly approved by the City in writing in advance.

- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation contrary to section 3.7(d).
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of bicycle storage, electric vehicle and bicycle charging stations or related facilities contrary to section 3.7(d). Notwithstanding the foregoing, the strata corporation may levy such bicycle storage, electric vehicle and bicycle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle and bicycle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:
 - (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
 - (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent;
 - (c) an Affordable Housing Unit is operated and maintained by an entity that is not a non-profit organization acceptable to the City (as contemplated in Section 3.5); or

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- (d) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

then the Owner will pay the Daily Amount to the City for every day that the breach continues after ten (10) days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set out in the Housing Covenant shall also constitute a default under this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

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

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

- (i) the City has no obligation to execute such discharge until a written request therefor from the Owners is received by the City, which request includes the registrable form of discharge;

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- (ii) the cost of the preparation of the aforesaid discharge, and the cost of registration of the same in the LTO is paid by the Owners;
- (iii) the City has a reasonable time within which to execute the discharge and return the same to the Owners for registration; and
- (iv) the Owners acknowledge that such discharge is without prejudice to the indemnity and release set forth in sections 7.5 and 7.6.

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

7.2 No Compensation

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

7.3 Modification

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

7.4 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lots, at no cost or charge to the Tenant.

The Owner further covenants and agrees that it will vote:

- (a) as owner of the Affordable Housing Units, in any applicable annual general meetings or special general meetings of a strata corporation; and
- (b) as owner of any air space parcel containing the Affordable Housing Units at any applicable meetings of the owners of other Subdivided parcels of the Lots or part thereof,

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

Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

7.5 Indemnity

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the City refusing to issue a Development Permit, Building Permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lots, arising out of or in connection, directly or indirectly, or that would not or could not have occurred "but for" this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lots or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner,

except to the extent caused by any negligent act or omission of the City, or each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns.

7.6 Release

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lots or any Affordable Housing Unit under this Agreement;
- (b) the City refusing to issue a Development Permit, Building Permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lots arising out of or in connection, directly or indirectly, or that would not or could not have occurred “but for” this Agreement; and/or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 **Survival**

The obligations of the Owner set out in this Agreement, including but not limited to sections 7.5 and 7.6 above, will survive termination or discharge of this Agreement.

7.8 **Priority**

The Owner will do everything necessary, at the Owner’s expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lots in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lots save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 483(5) of the *Local Government Act* will be filed on the title to the Lots.

7.9 **City’s Powers Unaffected**

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lots;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lots; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lots.

7.10 **Agreement for Benefit of City Only**

The Owner and the City agree that:

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

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

Copy to: City Solicitor, and the Director, Housing Office

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

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

7.17 Further Assurance

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

7.18 Covenant Runs with the Lots

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.24 Limitation on Owner's Obligations

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

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

POLYGON TALISTAR HOMES LTD. (Inc. No. BC1167752)

by its authorized signatory(ies):

Per: 
Name: ROBERT BRUNO

Per: 
Name: NEIL CHRYSAL

CITY OF RICHMOND
by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
Claudia Jesson, Corporate Officer

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

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw Nos. 10633 and 10743
Lot 1 Affordable Housing Units

Schedule A to Affordable Housing Agreement

STATUTORY DECLARATION
(Affordable Housing Units)

CANADA)
)
)
PROVINCE)
OF)
BRITISH)
COLUMBIA)
TO WIT:)
)
)
IN THE MATTER OF Unit Nos. _____ - _____
(collectively, the "Affordable Housing Units") located
at

(street address), British Columbia, and Housing
Agreement dated _____, 20____ (the
"Housing Agreement") between
_____ and
the City of Richmond (the "City")

I, _____ (full name),

of _____ (address) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

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

Second Amended and Restated Affordable Housing Agreement (Section 483 Local Government Act)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. - Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw Nos. 10633 and 10743
Lot 1 Affordable Housing Units

PRIORITY AGREEMENT

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

- (i) Mortgage CB1694884,
- (ii) Assignment of Rents CB1694885,
- (iii) Mortgage CB1694886,
- (iv) Assignment of Rents CB1694887,
- (v) Mortgage CB2370775, and
- (vi) Assignment of Rents CB2370776,

registered in the LTO (collectively, the “Bank Charges”) against title to the Lands. Words capitalized in this priority agreement, not otherwise defined herein, have the meaning ascribed to them in the agreement to which this priority agreement is attached (the “Housing Agreement”).

The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder), hereby consents to the granting of the covenants in the Housing Agreement by the Owner and hereby covenants that the Housing Agreement shall rank in priority upon the Lands over the Bank Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

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

Per: _____
Name:

Per: _____
Name:

Second Amended and Restated Affordable Housing Agreement (Section 483 *Local Government Act*)
8671, 8731, 8771, 8791, 8831/8851 Cambie Road and 3600 Sexsmith Road
Polygon Talistar Homes Ltd. – Talistar
Housing Agreement Bylaw No. 10437 and
Amendment Bylaw Nos. 10633 and 10743
Lot 1 Affordable Housing Units



City of Richmond

Report to Committee




To:	Finance and Audit Committee	Date:	February 6, 2026
From:	Mike Ching, CMA, CPA Director, Finance	File:	03-0900-01/2025-Vol 01
Re:	DCC and ACC Public Consultation Update and Referral Response		

Staff Recommendations

1. That the Amendment DCC Imposition Bylaw with an effective date of January 1, 2027, as recommended under Option C of the report titled "DCC and ACC Public Consultation Update and Referral Response" dated February 6, 2026, from the Director, Finance, be endorsed as the basis for staff to prepare the Amendment DCC Imposition Bylaw; and
2. That the ACC Imposition Bylaw with an effective date of July 1, 2026, as recommended in the report titled "DCC and ACC Public Consultation Update and Referral Response" dated February 6, 2026, from the Director, Finance, be endorsed as the basis to prepare the necessary ACC Bylaws.

Mike Ching, CPA, CMA
Director, Finance
(604-276-4137)

Att. 5

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Arts, Culture & Heritage	<input checked="" type="checkbox"/>	 <hr/>
Building Approvals	<input checked="" type="checkbox"/>	
Community Social Development	<input checked="" type="checkbox"/>	
Development Applications	<input checked="" type="checkbox"/>	
Economic Development	<input checked="" type="checkbox"/>	
Engineering	<input checked="" type="checkbox"/>	
Facility Services & Project Development	<input checked="" type="checkbox"/>	
Housing Office	<input checked="" type="checkbox"/>	
Law	<input checked="" type="checkbox"/>	
Parks Services	<input checked="" type="checkbox"/>	
Policy Planning	<input checked="" type="checkbox"/>	
Real Estate Services	<input checked="" type="checkbox"/>	
Recreation & Sport Services	<input checked="" type="checkbox"/>	
Richmond Public Library	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	
SENIOR STAFF REPORT REVIEW	INITIALS: 	APPROVED BY CAO 

Staff Report

Origin

At the September 8, 2025 Council Meeting, the report titled “Proposed Development Cost Charges Program and Amenity Cost Charges Program”, dated August 11, 2025, from the Director, Finance, was endorsed as the basis for further public consultation in establishing the City of Richmond’s (the City’s) amendment Development Cost Charges (DCC) Imposition Bylaw and a new Amenity Cost Charges (ACC) Imposition Bylaw.

At the January 20, 2026, Planning Committee meeting, the following referral motion was passed:

That staff investigate the impact of freezing of the current DCC rates in the short and long term, and report back in three months.

The purpose of this report is to provide an update to Council on the feedback received during the consultation period and to provide an assessment of the impact of freezing the current DCC rates in the short and long term.

This report supports Council’s Strategic Plan 2022-2026 Focus Area #2 Strategic and Sustainable Community Growth:

Strategic and sustainable growth that supports long-term community needs and a well-planned and prosperous city.

2.1 Ensure that Richmond’s targeted OCP update shapes the direction and character of the city.

This report supports Council’s Strategic Plan 2022-2026 Focus Area #4 Responsible Financial Management and Governance:

Responsible financial management and efficient use of public resources to meet the needs of the community.

4.1 Ensure effective financial planning to support a sustainable future for the City.

Findings of Fact

Development Cost Charges (DCC)

Local governments in B.C. are granted the authority to pass DCC bylaws and collect DCC through Division 19 of the *Local Government Act (LGA)*. Specifically, the *LGA* permits DCC to be established for providing, constructing, altering, or expanding facilities related to the following:

- Highway facilities (roads), other than off-street parking¹;
- Sewage (Sanitary) Facilities;
- Water Facilities;
- Drainage (Storm Drainage) Facilities;

¹ Added and/or amended DCC categories under Bill 46.

- Fire Protection Facilities¹;
- Police Facilities¹;
- Solid Waste and Recycling Facilities¹; and
- Parkland Acquisition and Improvement.

As required by the *LGA*, a separate DCC reserve fund must be established for each purpose for which the local government imposes the DCC.

Amenity Cost Charges (ACC)

As communities grow, there will be an increased need for amenities such as libraries, childcare facilities, recreation centres, and public squares to support this growth. ACC is a new development-financing tool introduced by the Province of B.C. under Bill 46 to ensure that new developments contribute to the cost of amenities that serve growing populations.

The introduction of ACC is a provincially mandated shift that aims to improve fairness, transparency and predictability for both municipalities and developers. According to the Province, ACC will help create a more standardized, transparent and efficient system for local governments to fund growth-related amenities.

In Richmond's context, the inability to use the traditional density bonusing tool within the minimum density imposed by Bill 47 (Transit-Oriented Area) after June 30, 2026, is a major concern as this is a policy tool that the City has historically relied upon for affordable housing and non-residential amenities (e.g., childcare facilities, community centres), especially in the City-Centre area. Bill 16, in combination with Bill 46 and Bill 47, collectively mandates the City to restructure the entire development financing framework which largely relies on density bonusing. The legislation effectively eliminates these funding sources, and is to be replaced by ACC, density benefits and inclusionary zoning tools. As a result, ACC is an important development-financing tool for the City once density bonus bylaws are brought into compliance with legislative amendments by June 30, 2026. Amendments to the Zoning Bylaw to include inclusionary zoning will be brought forward for Council's consideration in a separate report to secure affordable housing (e.g., low-end market rental) prior to the June 30, 2026, deadline.

Similar to DCC, local governments in B.C. are granted the authority to pass ACC bylaws and collect ACC through Division 19.1 of the *LGA*. The *LGA* permits ACC to be established to pay for capital costs of providing, constructing, altering or expanding amenities to benefit, directly or indirectly, the development and the increased population of residents or workers that results from the development.

Unlike DCC that must be separated into different DCC reserve funds, ACC funds do not need to be segregated by amenity type (e.g., libraries, childcare facilities, etc.). Local governments will have a consolidated pool of ACC funds to support construction of development-related amenities during each budget cycle. The use of ACC reserve funds must be authorized by Council through the annual capital budget process.

Major DCC Update

A major DCC Bylaw amendment is recommended to be undertaken every five years, under the Province’s DCC Best Practices Guide. A major DCC amendment may also occur earlier than the five-year planning horizon when there are significant updates to key DCC program inputs such as updated capital costs, new development forecasts or updated master plans, etc.

The recent housing legislation changes imposed by the Province have necessitated the City to revisit the underlying DCC assumptions to ensure continued alignment with the broader Official Community Plan (OCP). In recognition of the slowdown in the real estate and the development sectors, this major DCC update was conducted with a prioritized and mitigation-focused approach.

Some of the key considerations include:

- Deferred new DCC categories introduced under Bill 46 – specifically police, fire, and solid waste and recycling facilities – to limit additional cost impacts at this time.
- Reviewed all growth-related projects, reduced project scope and deferred projects.
- Updated only the Parks DCC program to reflect future park needs associated with anticipated growth, and limited all other DCC programs to modest level of inflationary adjustments.

This targeted approach ensures the City follows the Province’s DCC Best Practices Guide and maintains alignment with long-term growth planning, while at the same time minimizes the rate impacts during a period of economic uncertainty.

Proposed DCC and ACC Programs and Rates

At the September 8, 2025, Council Meeting, staff presented three DCC options for Council’s consideration (Table 1), where Option 2 with a proposed DCC rate increase of 4.9% was endorsed by Council as a basis for further public consultation.

Table 1: Overview of DCC Options

	Recommended		
	Option 1 (Comprehensive)	Option 2 (Prioritized)	Option 3 (Rate Freeze)
Key DCC Update Considerations:			
1. New DCC Categories Included	Yes	No	No
2. New Growth Projection Included	Yes	Yes	Yes
3. New SSMUH* DCC Rate Created	Yes	Yes	Yes
4. DCC Program Cost Updated	Yes	Partial	Partial
5. Cost Inflationary Update Included	Yes	Partial	No
DCC Recoverable Value	\$2.83 billion	\$2.25 billion	\$2.17 billion
Proposed DCC Rate Increase	33.0%	4.9%	0.0%

*SSMUH stands for Small Scale, Multi-Unit Housing

At the same meeting, staff also recommended the introduction of the new ACC rates. Table 2 summarizes the City’s proposed DCC and ACC rates that were previously endorsed by Council as a basis for public consultation prior to bylaw adoption.

Table 2: Proposed City’s DCC and ACC Rates

Development Type	Unit	Proposed DCC (4.9% increase)	Proposed ACC	Proposed DCC+ACC
Single Family	lot	\$66,908	\$22,003	\$88,911
SSMUH	dwelling unit (with or without secondary suite)	\$47,182	\$12,102	\$59,284
Townhouse	ft ² of building area	\$35.45	\$12.27	\$47.72
Apartment	ft ² of building area	\$37.55	\$12.94	\$50.49
Commercial/Institutional	ft ² of building area	\$24.25	\$4.69	\$28.49
Light Industrial	ft ² of building area	\$19.92	\$3.91	\$23.83
Major Industrial	acre of gross site area	\$225,900	\$3,562	\$229,462

Analysis

Public Engagement Process

During the public engagement period that ended on December 19, 2025:

- The public and interested parties were invited to provide their feedback by emailing dcc@richmond.ca and/or by participating in one of the in-person information and public engagement sessions about the proposed DCC and ACC programs and rates.
- Direct invitations were sent to Urban Development Institute (UDI), National Association of Industrial and Office Properties (NAIOP), Homebuilders Association Vancouver (HAVAN), and Richmond home builders.
- An information session was provided to the members of the Richmond Economic Advisory Committee.
- General invitations were extended to the general development community and the public via the City’s social media platform and the City’s website.

Table 3 provides a summary of the attendance of the three in-person public engagement sessions held during the consultation period.

Table 3: In-Person Public Engagement Attendance Summary

Date	Audience	Number of Participants
November 27, 2025	Members of General Public and Development Community	8
December 4, 2025	Members of Richmond Economic Advisory Committee	6
December 9, 2025	Members of Urban Development Institute (UDI) and National Association of Industrial and Office Properties (NAIOP)	10

Public engagement materials are included in Attachment 1 of this report. Written feedback from the public and the development industry received during the consultation period are included in Attachment 2 of this report.

Summary of Feedback Received

The development industry suggested that the City freeze or reduce rates, arguing that rising fees add financial pressure, threaten project viability, and could slow housing delivery. Some pointed to other municipalities (e.g., City of Vancouver and City of Surrey) that have paused increases and asked the City to consider following the same approach. Additional comments included questions on DCC cost allocations between growth and existing residents, incentives for affordable housing units, and the call for financial feasibility analysis to better understand the overall impact of proposed rates to development.

Overall, the development industry felt that any development cost increases would further worsen the already challenging housing market and urged the City to explore alternative approaches that do not further burden new housing in the near term.

Responses to Feedback Received

The proposed DCC and ACC programs were developed with consideration to the current economic climate. A prioritized approach was used to balance fiscal sustainability and mitigate the cost impacts to developments. Under the proposed approach, the City deferred the introduction of the new DCC categories permitted under recent provincial legislation and focused the update primarily to the Parks programs. All other DCC programs were limited to general inflationary cost adjustments despite rising construction costs of growth-related infrastructure.

The City's last DCC Consumer Price Index (CPI) update was completed in July 2024 (based on 2023 CPI of 4.3%). The proposed increase of 4.9% in DCC rates is comparable and consistent with the permitted inflationary DCC minor update for year 2025 (at 2024 CPI rate of 2.6%) and year 2026 (at 2025 CPI rate of 2.1%). The City's DCC rates have remained unchanged for 2025 and will remain unchanged until such time the proposed DCC bylaw is adopted by Council.

Further deferral of the proposed DCC rates would widen the gap between actual growth-related infrastructure costs and the outdated rates currently in place. This may require shifting the financial burden onto existing taxpayers through increased property taxes and/or utility rates, or onto future development through higher future DCC rates. Maintaining timely DCC updates ensures that growth contributes its fair share toward the infrastructure required to support it, protects the City's long-term financial sustainability, and upholds transparency and equity in how growth-related costs are allocated.

With respect to the industry's comments regarding the City of Vancouver's and the City of Surrey's approaches to freezing or reducing DCC or DCL (Development Cost Levy) rates, it should be noted that these are the only two B.C. municipalities with population more than 300,000 that, in order to be eligible for Federal infrastructure funding, were required to freeze their DCC or DCL rates for three consecutive years at the rates that were in place prior to April 2, 2024. Both cities cited in their staff reports that any reduction in DCC or DCL revenue is anticipated to be offset by the potential grant funding.

Further details of specific public comments and discussion are summarized in Attachment 3.

Referral Response

In response to Council's referral motion, staff have provided the following DCC rate implementation options along with their potential impact.

Option A: Freeze DCC Rates (Not Recommended)

The City's current DCC Bylaw was last adopted prior to the introduction in the new housing legislation, resulting in any new SSMUH developments as permitted under Bill 44 be assessed with single family DCC on a per lot basis under the current definition of the City's DCC Bylaw. The potential increase in population from SSMUH developments is anticipated to increase the demand for the City's future infrastructure requirements such as roads, utility infrastructure and parks. It is therefore important that the City's DCC Bylaw be updated to reflect the definition and charges applicable to these types of housing forms to ensure that the costs of growth are fairly and equitably allocated to growth.

This option requires the City to update the DCC program and the DCC bylaw to reflect the changes to the housing legislation, which will enable the collection of DCC from SSMUH developments. To keep the DCC rates frozen (see Option 3 in Table 1), the proposed DCC program will need to retain the current values (in 2021 dollars) without any inflationary adjustments. The option will also significantly impact the Parks program as park projects would need to be removed in order to achieve a 0% change in DCC rates.

Assuming an average DCC collection of \$15 million per year, the freezing of DCC rates would result in approximately \$750,000 less in annual DCC collection if the proposed 4.9% increase in DCC rates was not being recommended. While short-term impacts may be minimal due to slower development and in-stream rate protection, freezing DCC rates, in the long run, would create potential funding gaps, force higher future rate increases, and may require shifting costs to taxpayers through property tax or utility rate increases and/or future developments through higher DCC rates.

Should this option be considered by Council, the Amendment DCC Bylaw will still need to be brought forward to the Inspectors of Municipalities for approval and to Council for adoption in order to capture the new SSMUH development category in the Amendment DCC Bylaw.

Option B: Reduce DCC Rates (Not Recommended)

This option can only be achieved by reducing the DCC programs which will result in reduced or delayed provision of growth-related infrastructure (e.g., Parks, Roads, Utilities), or by increasing the Municipal Assist Factor (MAF) which will shift additional costs to taxpayers and ratepayers through increased property taxes and/or utility rates.

Reduce DCC Program

The impact of reducing the DCC program will mainly be long-term, where timing and quality of growth-related infrastructure may be impacted. To ensure alignment with broader policy requirements and standards, and to conform with the OCP, any temporary reduction to the DCC program may result in either the shift of cost burden to taxpayers and/or ratepayers, or may require higher level of increase in future DCC updates, causing volatility and large future rate increases.

An example of such took place in 2009 during the City's major DCC update, where the City reduced the proposed DCC program by more than 10% in response to concerns about the economic impacts of the 2008 financial crisis. Development activity subsequently rebounded and exceeded historical norms, with construction and real estate markets in the Lower Mainland reaching record levels in the following years. The City's decision to reduce the DCC program and the DCC rates created significant opportunity costs for the City with respect to DCC collections, alongside with increased demand of infrastructure to support growth. These pressures contributed to one of the largest proposed DCC rate increases of over 60% in the next major update in 2016, where the City had to significantly update its DCC program values to catch up with the cumulative and compounded effect of program cost escalations.

Increase Municipal Assist Factor

Consistent with past DCC updates, the City has continued to apply the historical 1% MAF, which is the minimum level required by legislation and is consistent with what is used by most local governments. In addition to the MAF, each project is subject to a benefit factor allocation where the portion that benefits existing taxpayers and ratepayers are required to be funded by the municipality. The benefit factors of the proposed DCC projects ranges between 10% to 100% and is assigned to each project based on technical assessments to ensure the infrastructure cost is fairly allocated between growth and existing population.

Should Council wish to direct staff to use a different MAF, the City's 5-year financial plan would need to be adjusted accordingly to reflect such change in MAF allocation. To illustrate the potential financial impact, if the MAF was increased from the current level of 1% to 6%, it would result in 0% increase in DCC rates, with an equivalent tax impact of approximately 1% in order to cover the increased municipal assistance to developments.

Option C: Defer DCC Rate Changes (Recommended)

This option delays the effective date of the new DCC bylaw by providing developers with a temporary grace period. Impacts would be limited to the short-term, as deferrals typically last only a few months. This approach has regularly been exercised by municipalities to provide short-term relief to development, while not compromising long-term cost recovery for local governments.

To provide additional time for the development industry to adjust to the proposed DCC increase, staff recommend a future effective date of January 1, 2027. Table 4 captures the anticipated timeline of events should the effective date of January 1, 2027, be endorsed by Council. The proposed timeline is effectively freezing the City's DCC rates between July 2024 and December 2026 prior to rolling out the proposed 4.9% DCC rates increase.

Table 4: Anticipated DCC Bylaw Timeline

Date*	Steps	Applicable DCC Rates	
Mar 2026	Council receives update on public engagement feedback and provides direction on implementation approach	Current Rates	
May 2026*	Three readings of Amendment DCC Bylaw by Council	Current Rates	
May-Aug 2026*	Inspector of Municipalities Review (~2 months)	Current Rates	
Sep 2026*	Amendment DCC Bylaw Adoption with Jan 1, 2027, effective date	Current Rates	
Jan 1, 2027	Effective date of Amendment DCC Bylaw	<u>In-Stream Applications</u> Current Rates	<u>New Applications</u> New Rates
Sep 2027*	End of in-stream protection period (12-month period from the date of bylaw adoption per <i>LGA</i>)		
Oct 2027*	Amendment DCC Bylaw in full effect	New Rates	

*These dates are based on estimates and may be subject to change.

In-Stream Applications

The *LGA* includes provisions to protect development applications that are already in progress (“in-stream” or “precursor applications”) from new or updated charges. When a local government adopts an amended DCC Imposition Bylaw or an ACC Imposition Bylaw, the new charges do not apply to any development for which the local government has received a complete application for a building permit, subdivision, development permit or zoning bylaw amendment prior to the bylaw’s adoption.

In-stream and precursor applications are granted exemption from the new rates for a period of 12 months as long as the applicants obtains their building permits within 12 months of bylaw adoption.

Similar to past DCC updates, staff will publish information on the City’s website site and will provide regular updates to the development industry to inform them of the applicable in-stream dates. The City will continue to work closely with developers to coordinate review and issuance of permits of in-stream applications in an expedited manner.

ACC Bylaw with July 1, 2026, Effective Date (Recommended)

Local governments are required to bring existing density bonus bylaws into compliance with legislative amendments by June 30, 2026. With that, it is proposed that the proposed ACC Bylaw be established no later than July 1, 2026, to enable the City to use ACC as an alternate development-financing tool to collect from all new developments throughout the City to fund growth-related amenities.

The City has primarily relied on a well-established density bonusing framework within the OCP to achieve community amenities. The inability to use density bonusing within the minimum densities established by Bill 47 (Transit-Oriented Area) creates significant implications for how the City secures growth related amenities. In the absence of the density bonusing tool, ACC will become a critical alternative development-financing tool for the City to implement. Further

delaying the implementation of ACC may result in the needed future community amenities not being delivered due to lack of funding, or such funding will need to be fully borne by existing taxpayers through additional collection of property taxes in the long-run if no other external funding sources are available.

For the reasons stated above, staff recommend that the ACC Bylaw be established with an effective date of July 1, 2026. Table 5 below provides an anticipated timeline as recommended. It should be noted that there is no approval of Inspector of Municipalities required prior to Council’s adoption of the ACC Bylaw.

Table 5: Anticipated ACC Bylaw Timeline

Date	Steps	Applicable ACC Rates	
Mar 2026	Council receives update on public engagement feedback and provides direction on implementation approach	No ACC	
May 2026	Three readings of ACC Bylaw by Council	No ACC	
Jun 2026	ACC Bylaw Adoption with Jul 1, 2026, effective date	No ACC	
Jul 1, 2026	Effective date of ACC Bylaw	<u>In-Stream Applications</u>	<u>New Applications</u>
Jun 2027	End of in-stream protection period (12-month period from the date of bylaw adoption per <i>LGA</i>)	No ACC	New ACC
Jul 1, 2027	ACC Bylaw in full effect	New ACC	

Summary of Staff Recommendations

Should Council endorse the recommended implementation approach, the timing of the effective date of the proposed Amendment DCC Bylaw and the new ACC Bylaw would be staggered such that:

- ACC Bylaw will become effective on July 1, 2026 (except for in-stream applications)
- DCC Bylaw will become effective on January 1, 2027 (except for in-stream applications)

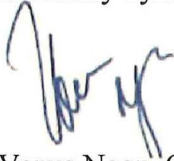
The recommended approach would provide additional time for the market to respond to the new rates. This staggered approach will also spread out the cost impact over a period of time rather than both rate changes being introduced at the same time. However, it should be noted that this approach would add administrative burden to both the City and the development industry as both parties would have to monitor multiple in-stream protection dates in addition to the effective date of any third party DCC (e.g., Metro Vancouver and Translink).

Financial Impact

The deferred DCC Bylaw implementation approach will lower the overall DCC collection by 4.9% during the recommended deferral period. Based on an average amount of DCC collection over a four-month window, the loss in DCC collection during the grace period is estimated to be \$250,000.

Conclusion

In response to public comments and Council's referral, this report seeks directions from Council on the preferred Amendment DCC Bylaw and ACC Bylaw implementation approach so the necessary bylaws can be prepared and presented to Council for future considerations.



Venus Ngan, CPA, CA
Manager, Treasury and Financial Services
(604-276-4217)

- Att. 1: Public Engagement Presentation Materials (Dec 9, 2025)
- 2: Written Responses Received
- 3: Summary of Feedback and Discussion
- 4: Municipal DCC, ACC and Regional DCC Comparison Charts (with updated 2026 rates)
- 5: Municipal ACC Comparison Charts

CITY OF RICHMOND DEVELOPMENT COST CHARGE UPDATE AND NEW AMENITY COST CHARGE BYLAW

UDI Engagement Session
December 9, 2025



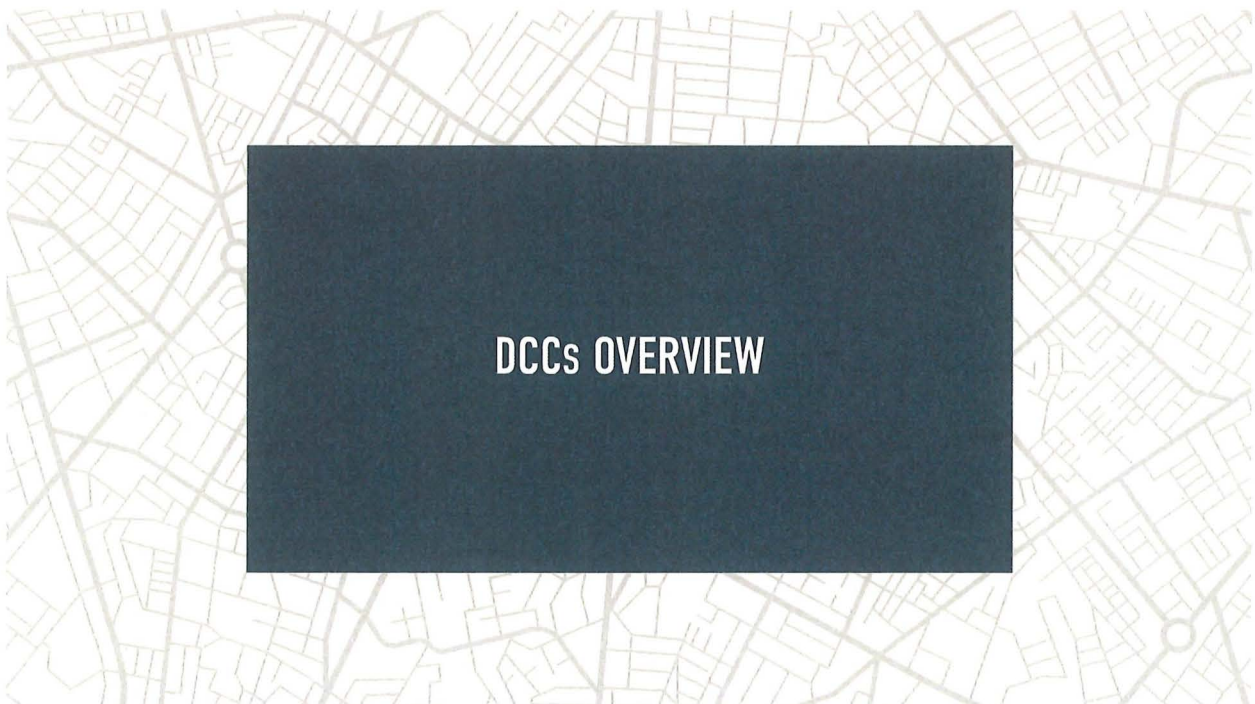
AGENDA

- Why Update Now?
- DCC Overview, Projects & Rates
- ACC Overview, Projects & Rates
- Community Comparisons & Development Feasibility Considerations
- Next Steps
- Discussion



WHY NOW?

- Recent **changes to Provincial Legislation:**
 - Allow a wider scope of services and amenities to be cost shared (Bill 46)
 - Permits more density through the small-scale multi-unit housing (SSMUH)
 - Allow for new density/height minimums in Transit-Oriented Areas with no density bonusing minimums
- Best practice is to review the DCC program every 3-5 years
- Opportunity to provide consistency in **collecting for community amenities** through introduction of an **Amenity Cost Charge Bylaw**
- DCCs and ACCs help promote **financial sustainability** for the City



WHAT ARE DCCs?

- Help communities recover the costs of **off-site infrastructure needed for growth**
- Based on the **principle of cost-sharing** infrastructure between existing taxpayers and new developments
- **Provincially-regulated** development finance tool
 - Part 14, Division 19 of the Local Government Act (LGA)
 - New legislation (Bill 46) now allows a wider scope of services and amenities
 - DCC Best Practices Guide (March 2025)
 - DCC Guide for Elected Officials



WHAT PROJECTS CAN DCCs PAY FOR?

DCCs CAN BE USED TO FUND

Capital costs (planning, engineering, design, legal, studies) for:

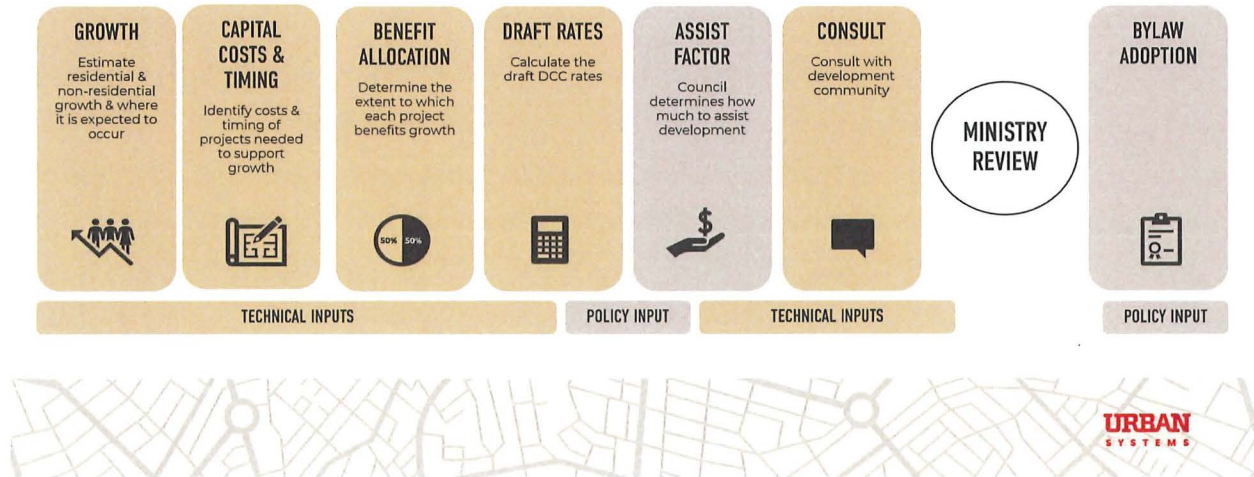
- Transportation services
- Water services
- Drainage services
- Sewer services
- Parkland acquisition and improvements
- Fire protection facilities
- Police facilities
- Solid waste and recycling facilities

DCCs CANNOT BE USED TO FUND

- Infrastructure or parks needed to serve the existing population (deficiencies, asset replacement)
- In other words: **DCC projects must be growth-related**
- Operations and maintenance costs
- Community buildings – *eligible under ACCs*



HOW DO WE DETERMINE THE RATES?



PROJECT EXAMPLE

ASSUMPTIONS

- \$1 Million (M) project cost
- 50% benefit allocation to new growth (i.e., 50% to existing users)
- 1% Municipal Assist Factor

PROJECT COST e.g., \$1M	BENEFIT ALLOCATION e.g., 50% benefit to growth	ASSIST FACTOR (1%) e.g., 1% assistance to developer	COST SHARE
DEVELOPER CONTRIBUTION	\$500K	- \$5.0K	= \$495K
CITY CONTRIBUTION	\$500K	+ \$5.0K	= \$505K



WHEN ARE DCCs COLLECTED?

- DCCs are paid by applicants for:
 - Applicants for **subdivision approval** to create single detached lots
 - Applicants for **building permits** to construct SSMUH typologies, townhouse and apartment residential uses, commercial, industrial, and institutional development



IN-STREAM PROTECTION

- New DCC rates will be effective at bylaw adoption unless future effective date is set
- However, legislation provides protection to in-stream:
 - Building permit applications
 - Subdivision applications
 - Precursor applications (Re-zoning and Development Permit)

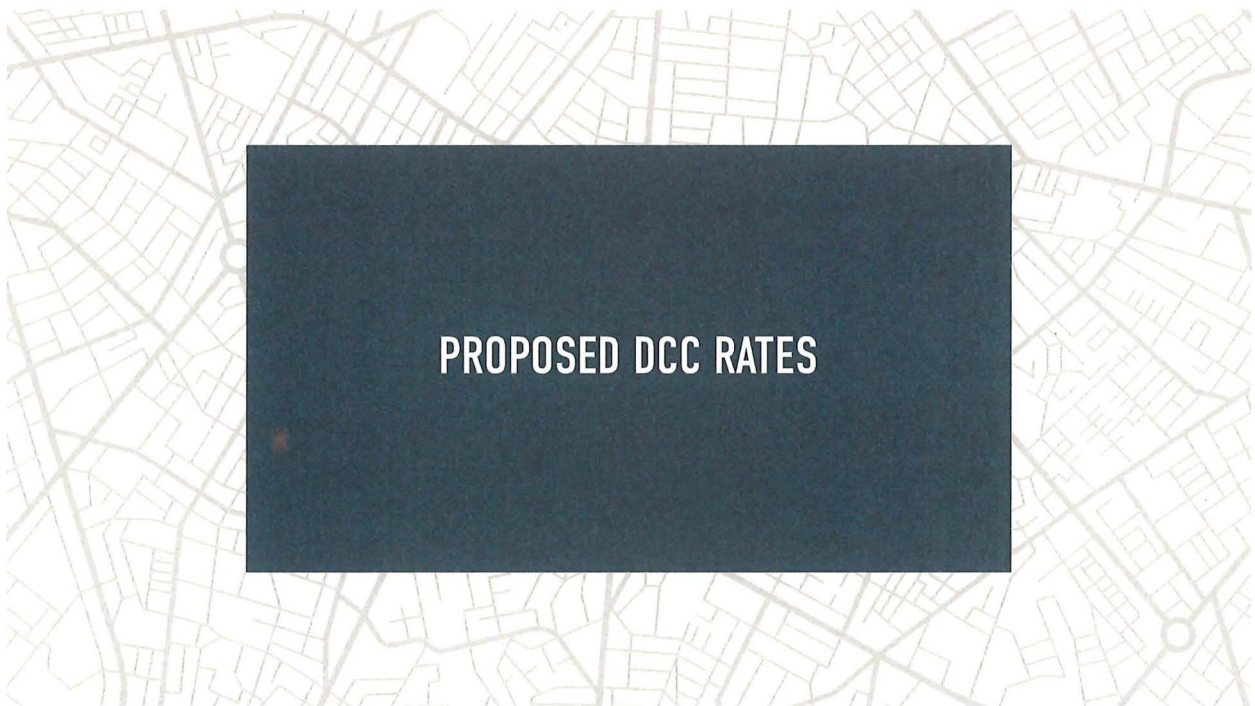


IN-STREAM PROTECTION

- To avoid new DCC charges, these applications must be in prior to adoption of the new DCC bylaw

AND

- Building permits/subdivision must be granted within one year of bylaw adoption; or
- Re-zoning and Development Permit applications must result in building permit issuance within one year of bylaw adoption



SUMMARY OF KEY CHANGES

- **Revised land use categories** to better reflect impact on infrastructure and ease of administration
 - This includes consideration of SSMUH development
- **Review of equivalent factors** to accommodate SSMUH-type development (e.g., Plexes, Detached accessory dwelling units)
- Decision to not include Fire Protection, Police, and Solid Waste Management DCC Programs in this update to achieve tenable DCC rates
- Focus on inflationary adjustments and constrained capital program **resulting in 5% adjustment in DCC rates**
- No update to the Alexandra Area-Specific DCC Charges



PROPOSED DCC RATES

Land Use	Unit of Charge	Current DCC Rates (2024)	Draft DCC Rates <i>(1% MAF)</i>	% Increase
Single Family Residential	Per Lot	\$63,767.14	\$66,908	5%
SSMUH	Per Dwelling Unit	n/a	\$47,182	n/a
Townhouse	Per ft ² DU	\$33.79	\$35.45	5%
Apartment	Per ft ² DU	\$35.79	\$37.55	5%
Commercial	Per ft ² BA	\$23.10	\$24.25	5%
Institutional	Per ft ² BA	\$23.10	\$24.25	5%
Light Industrial	Per ft ² BA	\$18.97	\$19.92	5%
Heavy Industrial	Per acre of GSA	\$215,118.05	\$225,900.62	5%

NOTES:

DU = Dwelling Unit

BA = Building Area (in square feet)

GSA = Gross Site Area (in acres)

DCC PROJECT SUMMARY

Service	Project Examples
Transportation	<ul style="list-style-type: none"> • Intersection upgrades • Sidewalks • Roundabouts
Water	<ul style="list-style-type: none"> • Watermains • Water Master Plan
Drainage	<ul style="list-style-type: none"> • Dikes • Drainage Mains • Box Culverts
Sanitary Sewer	<ul style="list-style-type: none"> • Gravity Mains • Pump Stations • Forcemains
Parkland Acquisition	<ul style="list-style-type: none"> • Parkland acquisition to maintain level of service
Parkland Development	<ul style="list-style-type: none"> • Development of new trails • Washroom facilities • Playground Equipment



DCC CAPITAL COST SUMMARY

Service	Total Capital Costs (\$M)	DCC Recoverable (\$M)	Municipal Costs (Benefit to Existing + 1% MAF) (\$M)
Transportation	742.6	698.4	44.2
Water	48.4	46.2	2.1
Drainage	113.2	107.3	5.9
Sanitary Sewer	1,479.6	577.4	902.2
Parkland Acquisition	513.3	482.7	30.5
Parkland Development	363.5	341.9	21.6
Total*	\$3,260.6M	\$2,253.9M	\$1,006.5M

*Values may not total due to rounding





ACC OVERVIEW

CHANGES TO THE CITY AMENITY FUNDING STRUCTURE

- City's amenity funding structure has typically relied on density bonusing (esp. City Centre) and amenity contributions secured through OCP/Area Plans (e.g. Broadmoor, West Cambie)
- Provincial Transit Oriented Area minimums have changed the paradigm in the City Centre – no density bonusing below the provincial minimums:



		0m to 200m	200m to 400m	400m to 800m
Rapid Transit	TOA	5 FAR	4 FAR	3 FAR
	Minimums	20 Storeys	12 Storeys	8 Storeys



A NEW PARADIGM

- Restrictions on the City's ability to density bonus within TOAs
- Transition to new Amenity Cost Charges (ACCs), on city-wide basis
- Concurrent updates to historic amenity contributions (e.g. Broadmoor, West Cambie) to ensure no 'double-dipping' – previous CACs towards childcare, community facilities convert to new ACC program
- Adapted inclusionary zoning (work in progress) focused on affordable housing
- Adapted density bonusing (work in progress) primarily for non-residential (e.g. Local Villages outside of City Centre)



WHAT ARE ACCs?

- Help communities recover the costs of amenities that provide social, cultural, heritage, recreational, or environmental benefits to a community
- Closely resemble DCCs
 - Charges for one-time capital costs
 - Growth-driven
- Regulated by the Province
 - New legislation (Bill 46)
 - Division 19.1 of the *Local Government Act*
 - ACC Best Practices Guide (new!)



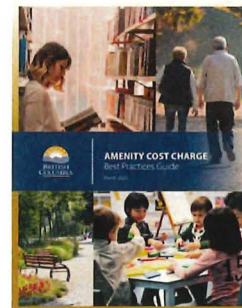
WHAT IS THE UPTAKE OF ACC BYLAWS?

- Examples of communities that have proposed or adopted ACC rates:
 - Burnaby – *charged on all land use categories*
 - Coquitlam – *charged on residential uses*
 - North Vancouver (District) – *charged on residential uses*
 - Pitt Meadows – *charged on residential uses*
 - Abbotsford (Proposed) – *charged on all land use categories*
 - Mission – *charged on residential uses*
 - Nanaimo (Proposed) - *charged on all land use categories*
 - Cumberland (Proposed) – *charged on residential uses*
 - Oak Bay – *charged on all land use categories*
 - Comox (Proposed) – *charged on residential uses*
- All communities charge ACCs on a municipal-wide basis



ACC BEST PRACTICES GUIDE – ITEMS OF NOTE

- Can only be used for capital costs
- Cannot be used to pay for housing of any kind
- Cannot be levied on “affordable housing” or “places of worship”
- Cannot be levied if a development doesn’t result in increased population of residents or workers
- Must be owned by local government or through a “partnering agreement”
- Approval by Inspector of Municipalities is not required
- Cannot overlap with DCCs, CACs, Density Bonusing – no “double charging”



WHAT WORKS CAN ACCs PAY FOR?

ACCs CAN BE USED TO FUND

Amenities (non-exhaustive)

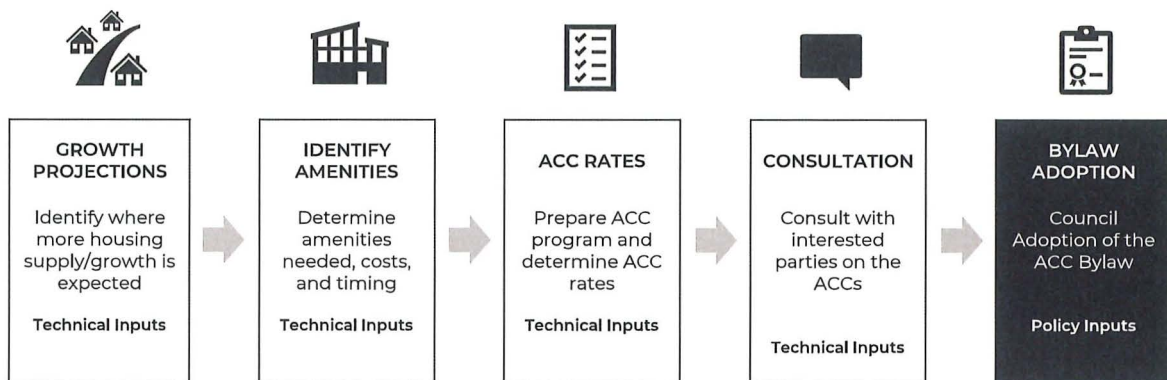
- Community, youth, or seniors' centre
- Recreation or athletic facility
- Library
- Childcare facility
- Public square

ACCs CANNOT BE USED TO FUND

- Projects otherwise eligible for DCCs
- Projects needed to serve the **existing** population (deficiencies, asset replacement), i.e., **ACC projects must be growth-related**
- Operations and Maintenance Costs



HOW IS THE ACC RATE DETERMINED?



IN-STREAM PROTECTION

- ACC rates will be effective at bylaw adoption unless future effective date is set
- However, legislation provides protection to in-stream:
 - Building permit applications
 - Subdivision applications
 - Precursor applications (re-zoning and Development Permit)



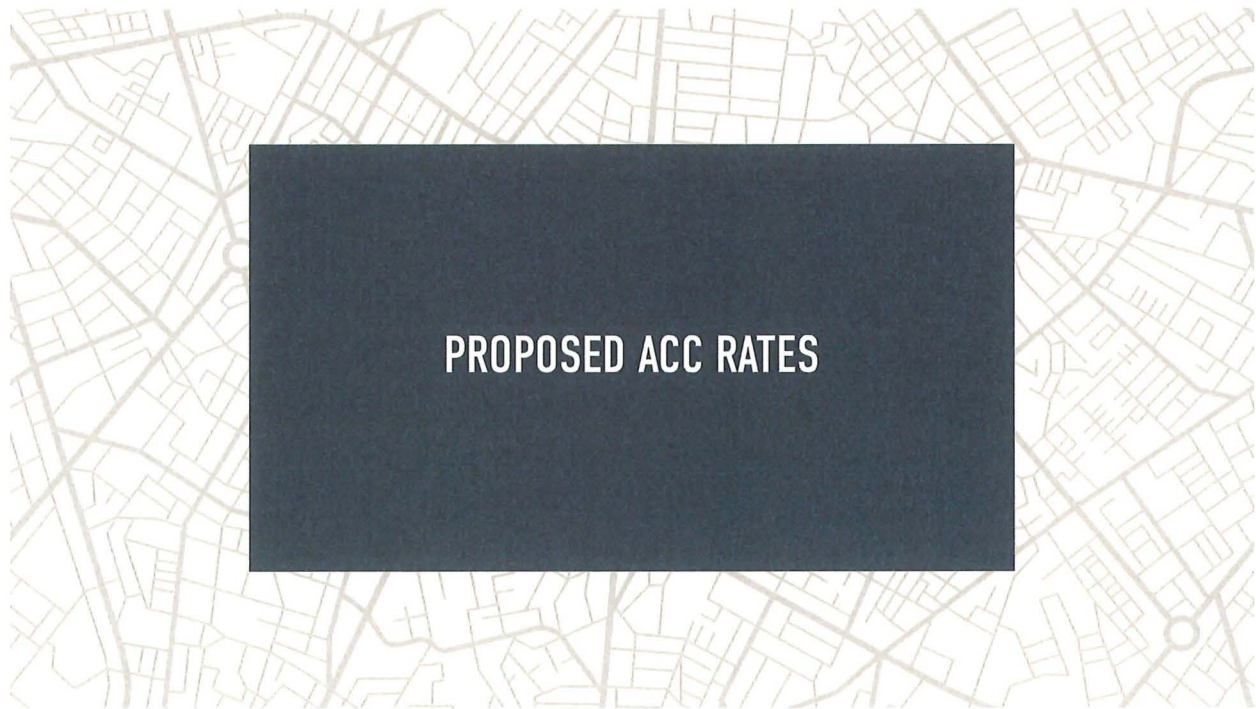
IN-STREAM PROTECTION

- To avoid new ACC charges, these applications must be in prior to adoption of the new ACC bylaw

AND

- Building permits/subdivision must be granted within one year of bylaw adoption; or
- Re-zoning and Development Permit applications must result in building permit issuance within one year of bylaw adoption





PROPOSED ACC RATES

Land Use	Unit of Charge	Draft ACC Rates <i>(1% MAF)</i>
Single Family Residential	Per Lot	\$22,003
SSMUH	Per Dwelling Unit	\$12,102
Townhouse	Per ft ² DU	\$12.27
Apartment	Per ft ² DU	\$12.94
Commercial	Per ft ² BA	\$4.69
Institutional	Per ft ² BA	\$4.69
Light Industrial	Per ft ² BA	\$3.91
Heavy Industrial	Per acre of GSA	\$3,561.84



ACC PROGRAM SUMMARY

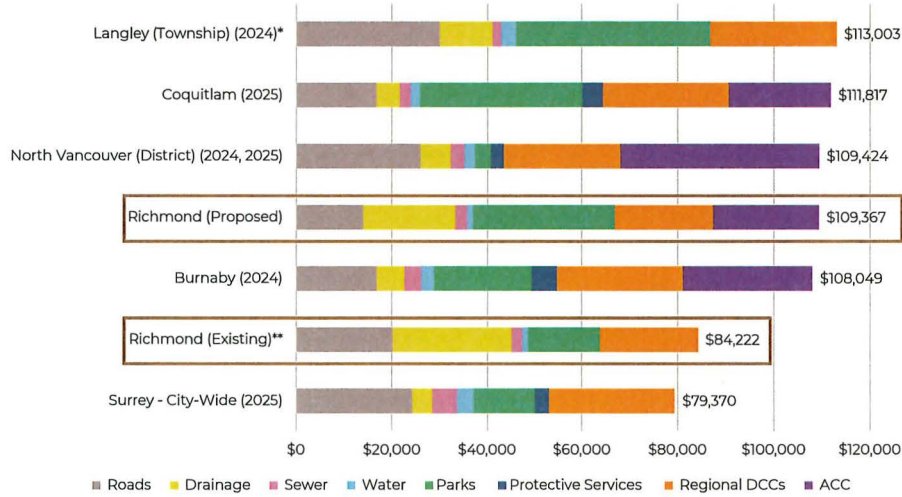
Service	Total Capital Costs (\$M)	Benefit Allocation (%)	ACC Recoverable (\$M)	Municipal Assist Factor (%)	Municipal Costs (Benefit to Existing + 1% MAF) (\$M)
Amenities	250.1	20-100%	195.9	1%	54.2
Total*	\$250.1M		\$195.9M		\$54.2M

*Values may not total due to rounding

- 10-year time horizon
- Examples of projects include:
 - Library Space
 - Performing Art Space
 - Childcare Spaces



SINGLE FAMILY (PER LOT)



*Community undertaking DCC/ACC Update

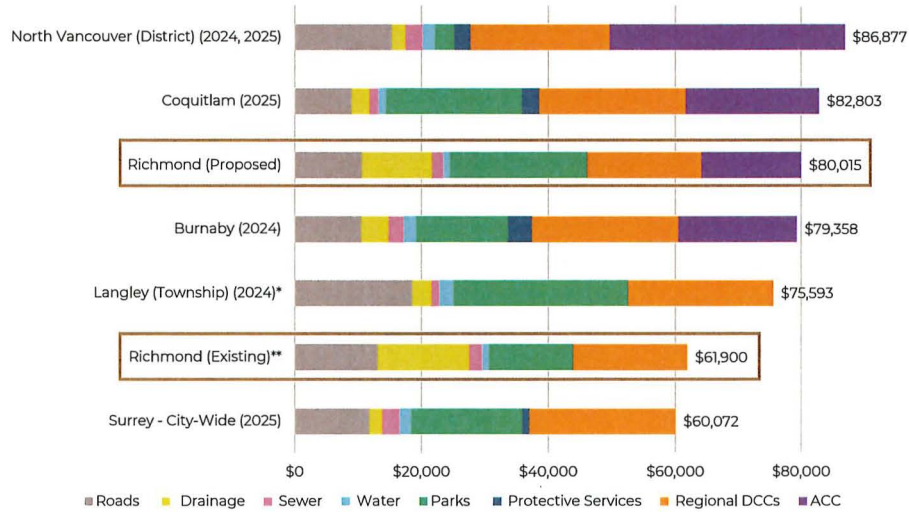
**Richmond's existing rate does not include applicable Community Amenity Contributions/ Density Bonus rates to be replaced by ACCs

SSMUH (PER DWELLING UNIT)



*Community undertaking DCC/ACC Update

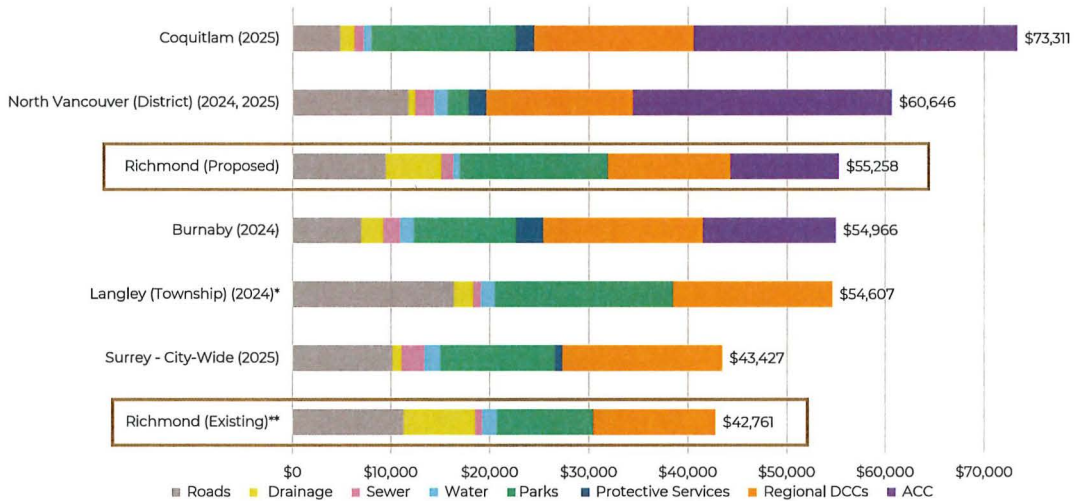
TOWNHOUSE (PER DWELLING UNIT)



*Community undertaking DCC/ACC Update

** Richmond's existing rate does not include applicable Community Amenity Contributions/ Density Bonus rates to be replaced by ACCs

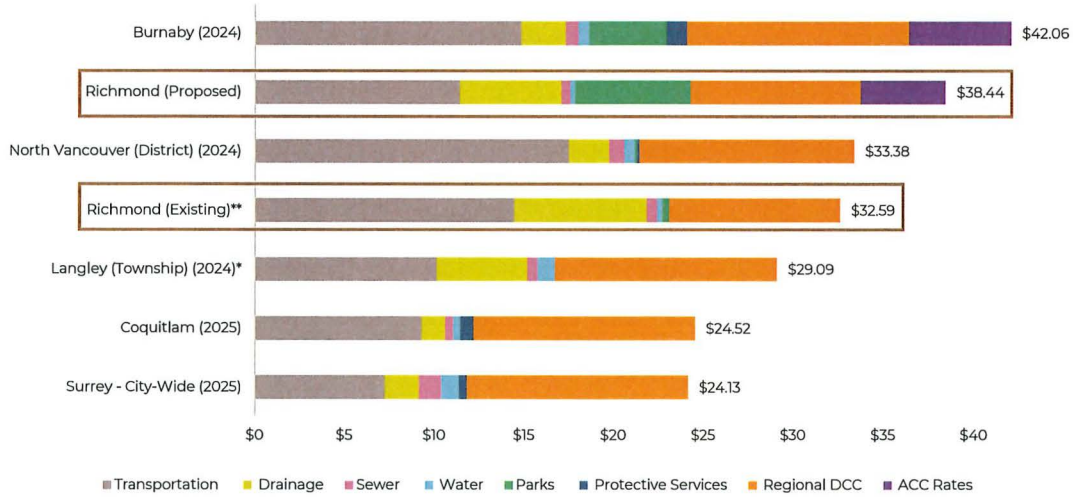
APARTMENT (PER DWELLING UNIT)



*Community undertaking DCC/ACC Update

** Richmond's existing rate does not include applicable Community Amenity Contributions/ Density Bonus rates to be replaced by ACCs

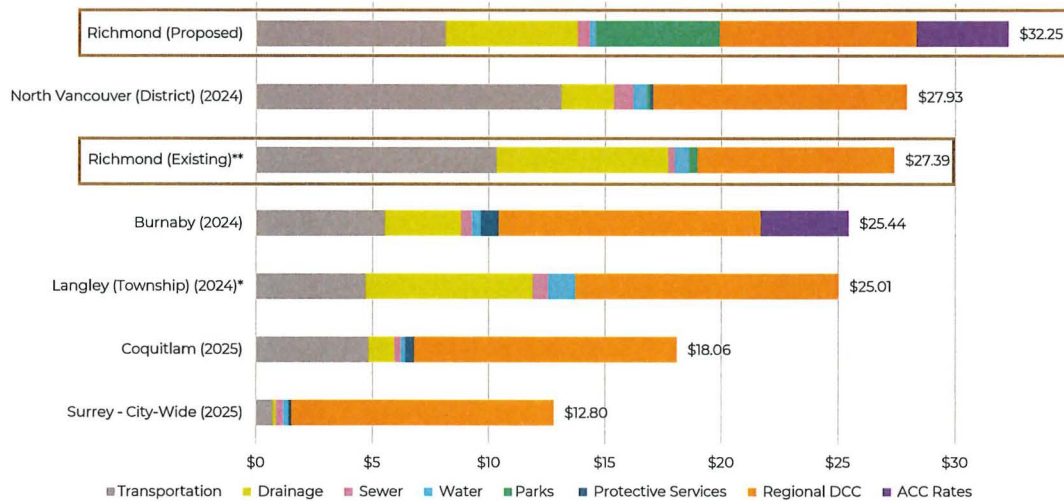
COMMERCIAL (PER SQUARE FOOT)



*Community undertaking DCC/ACC Update

**Richmond's existing rate does not include applicable Community Amenity Contributions/ Density Bonus rates to be replaced by ACCs

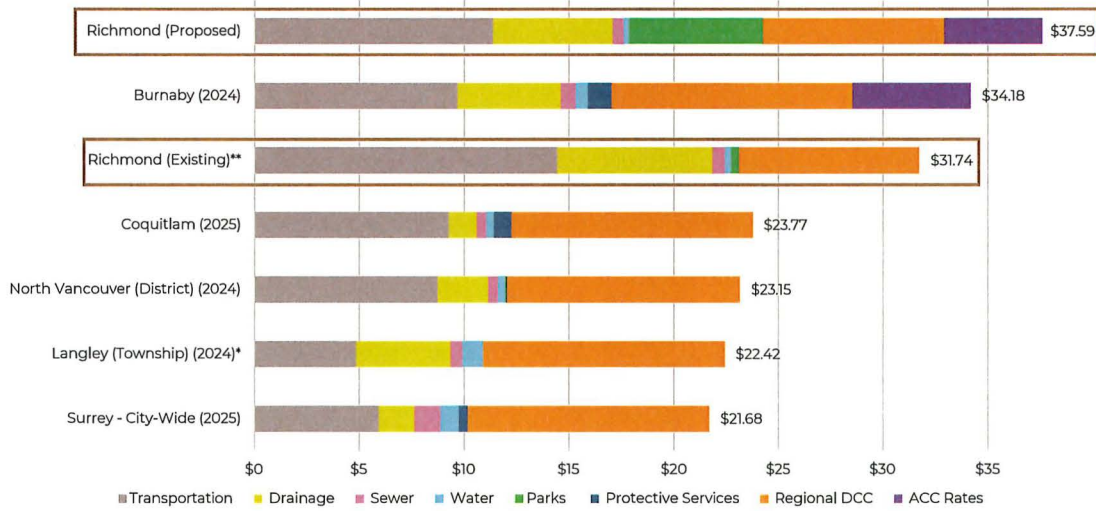
INDUSTRIAL (PER SQUARE FOOT)



*Community undertaking DCC/ACC Update

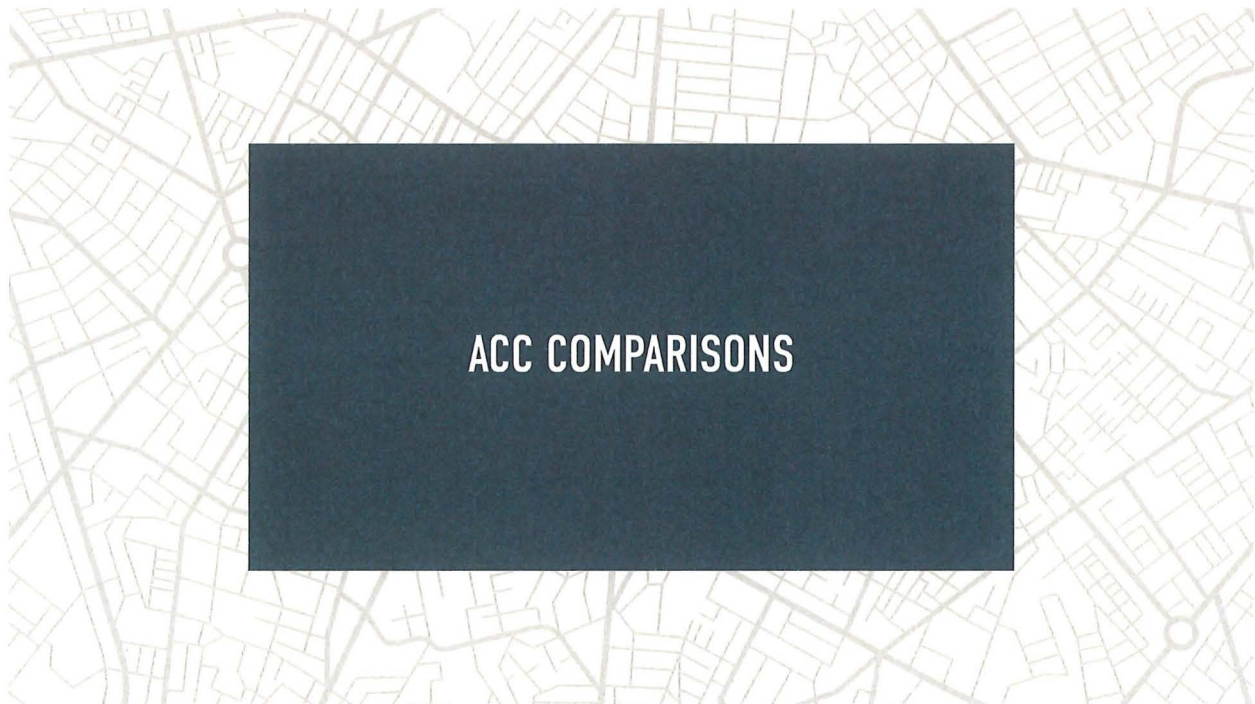
**Richmond's existing rate does not include applicable Community Amenity Contributions/ Density Bonus rates to be replaced by ACCs

INSTITUTIONAL (PER SQUARE FOOT)



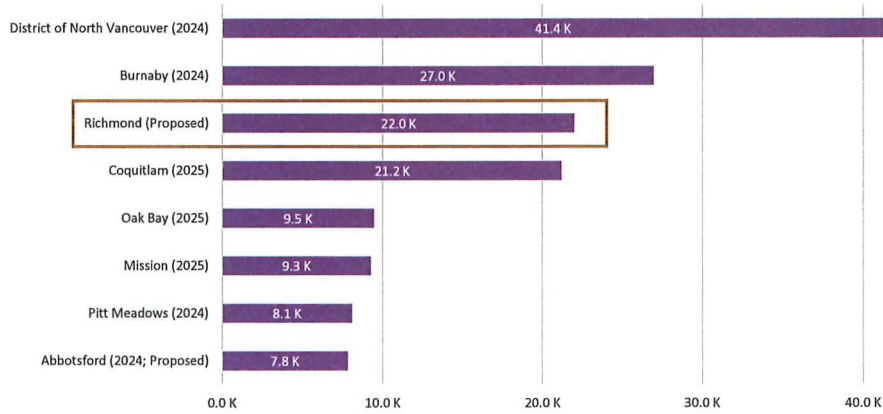
*Community undertaking DCC/ACC Update

**Richmond's existing rate does not include applicable Community Amenity Contributions/ Density Bonus rates to be replaced by ACCs

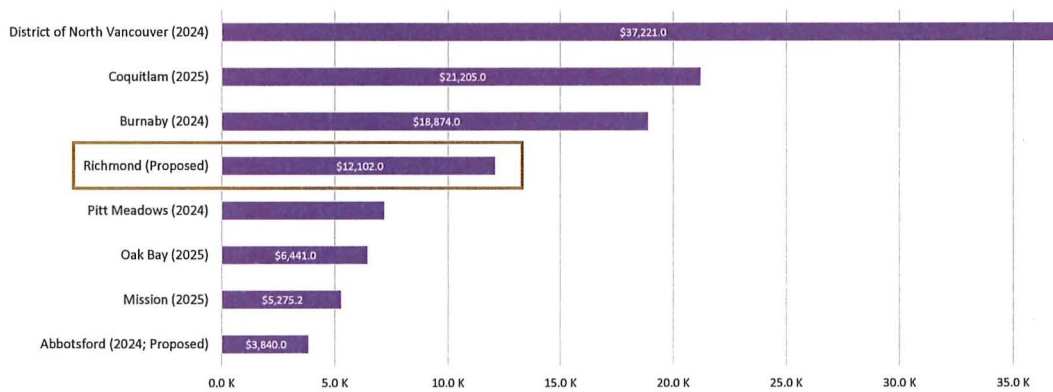


ACC COMPARISONS

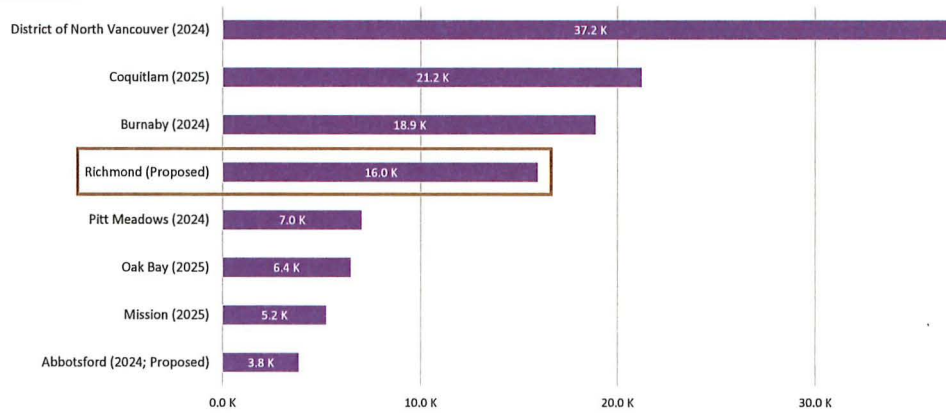
ACC - SINGLE FAMILY (PER LOT)



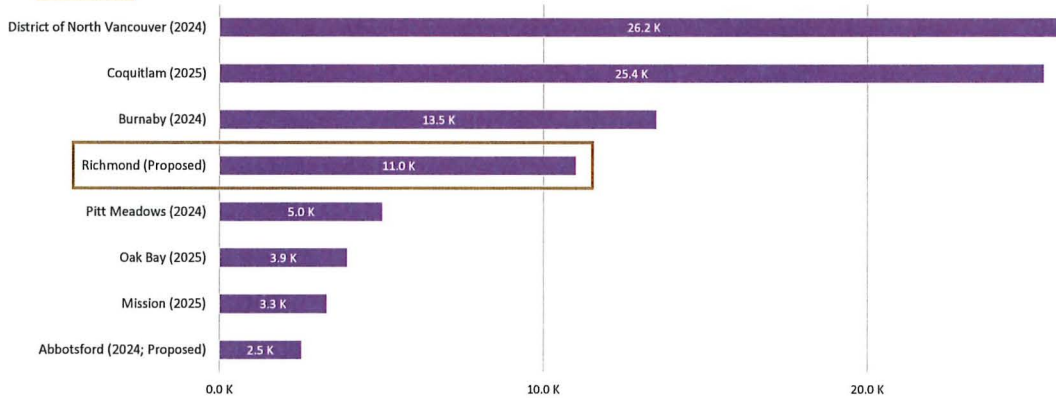
ACC - SSMUH (PER DWELLING UNIT)



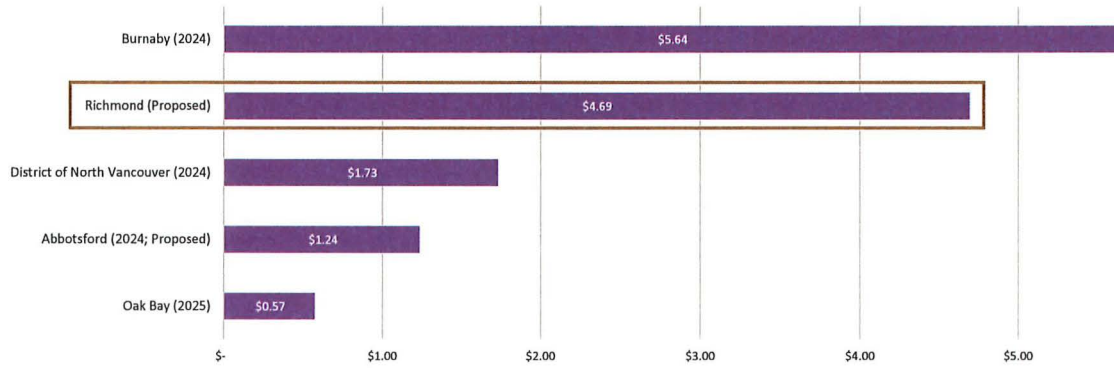
ACC - TOWNHOUSE (PER DWELLING UNIT)



ACC - APARTMENT (PER DWELLING UNIT)

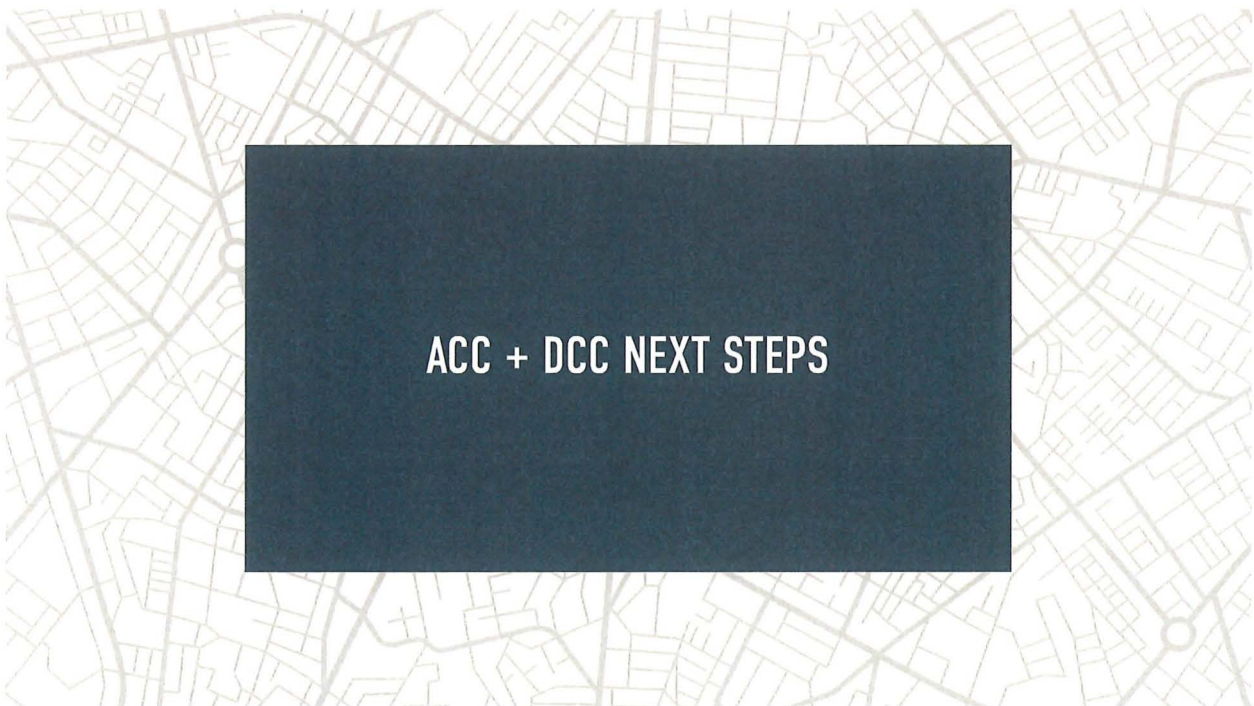


ACC - COMMERCIAL (PER SQUARE FOOT)



FEASIBILITY CONSIDERATIONS

- DCC rate increases reflect general inflation (5%)
- No additional DCC Program added (Fire, Police or Solid Waste Management)
- ACC Program designed to replace existing Density Bonus structure
- ACC Program designed with a 10-year time horizon to limit capital projects included in introductory bylaw



NEXT STEPS

- Requesting feedback from interested parties until *December 19, 2025*, send written comments to dcc@richmond.ca
- Present DCC + ACC Bylaws to Council in early 2026
- Submit DCC Program and Bylaw for Inspector of Municipalities Review





**URBAN
DEVELOPMENT
INSTITUTE**

**SUITE 650
1050 W PENDER STREET
VANCOUVER, BC V6E 3S7**

January 19, 2026

Mayor Malcolm Brodie and Council
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

Re: Proposed Development Cost Charge Increase

Dear Mayor Brodie and Members of Council,

The Urban Development Institute (UDI) is writing to express serious concern with the City's proposed Development Cost Charge (DCC) increase and to respectfully recommend that Council not proceed with it at this time. Instead, the City should consider reducing them.

UDI and our members remain committed to working with the City of Richmond to help deliver the housing needed to support current and future residents. We recognize the importance of infrastructure and the role that DCCs play in funding essential services. However, the current economic environment, combined with Richmond's unique cost pressures, means that now is not the time to further increase the cost of delivering new homes. In fact, we need to find ways to reduce those costs.

The Cost of Delivery Crisis

Across Metro Vancouver, the housing sector is facing a deepening cost of delivery crisis. Projects that have already secured rezoning or development approvals are increasingly unable to proceed due to elevated construction costs, constrained financing, and the cumulative impact of government-imposed charges and regulatory requirements at all levels.

In addition to municipal development fees, projects in Richmond and across the region are absorbing higher Metro Vancouver Development Cost Charges, with further regional increases already scheduled. At the same time, new adaptability and seismic requirements introduced through the BC Building Code came into effect last year, adding cost, complexity, and design constraints to projects that are already under significant financial pressure.

Richmond's Unique Challenges

As Council is aware, Richmond faces several unique development constraints that amplify the broader cost of delivery crisis. In prior correspondence earlier this year, UDI outlined how the costs to build in Richmond can be significantly higher than in other Metro Vancouver municipalities, in some cases by as much as \$120,000 per unit.

Key factors include:

- Federally regulated height restrictions associated with YVR, which limit the City's ability to use additional height or density as a tool to offset rising costs.
- Exceptionally high below-grade construction and parking costs driven by local soil and geotechnical conditions, including preloading, densification, DSM/CSM walls, waterproofing, and raft slabs.
- District Energy Utility requirements that impose substantial upfront capital costs relative to comparable systems in other municipalities.
- Development fees that are already among the highest in the region, combined with extensive on-site and off-site infrastructure requirements.

Taken together, these constraints mean that Richmond has fewer policy levers available to restore project viability once costs increase.

As a result, land prices can no longer be lowered to absorb any further cost increases. Instead, these increases are being borne by home buyers and tenants who increasingly cannot afford them. Instead, this is directly undermining project viability, stalling housing delivery, and increasing the risk that approved projects will never be built.

Importantly, these cost pressures do not only reduce near term housing starts - they also delay a broader market recovery. As costs continue to rise, the gap between what it costs to build and what the market can support widens, extending the period before projects can again become financially viable. Each additional layer of cost pushes recovery further out, slows the return of construction activity, and delays the delivery of much needed housing, jobs, and economic activity.

Recognition Across the Region

Importantly, local governments across Metro Vancouver are recognizing these realities and adjusting course accordingly. Over the past year, several municipalities have taken deliberate steps, particularly with respect to Development Cost Charges, to ease cost pressures and support housing delivery:

- The City of Vancouver has implemented a temporary 20 percent discount on Development Cost Levies to help projects move forward during the current downturn.
- The City of Surrey rolled back its DCC rates to 2023 levels while explicitly acknowledging the need to avoid further burdening new housing.

- The Township of Langley twice deferred its planned DCC increases and has since proposed rates lower than those previously contemplated.
- The City of Abbotsford adopted new DCC and ACC rates in June but delayed their effective date until February 1, 2026, rather than implementing them immediately, recognizing current market fragility.

These actions reflect a shared understanding that the housing market is under significant strain and that increasing fees at this time risks doing more harm than good. Proceeding with a DCC increase in Richmond would run counter to this regional trend and place the City at a competitive disadvantage for housing investment.

Risk to Housing Delivery

Increasing DCCs in the current environment will not accelerate infrastructure delivery if projects do not move forward. Instead, higher charges risk pushing already marginal projects beyond the point of feasibility, resulting in fewer homes (including below-market homes) being built, fewer construction jobs, and lower overall fee collection over time. We are already seeing this dynamic play out across the region, where slowing housing starts have led to municipalities collecting less revenue than anticipated. From a fiscal perspective, a pause on DCC increases is not a concession, but a pragmatic approach to protecting long term housing delivery.

Recommendation

Given current economic conditions, regional precedent, and Richmond's unique cost pressures, UDI strongly recommends that Council not proceed with the upcoming DCC increase at this time. Instead, we encourage the City to explore reductions to DCCs while continuing to work collaboratively with industry and other levels of government on solutions that support both infrastructure funding and housing delivery. This could include monitoring market conditions, reassessing timing once there are clear signs of recovery, and exploring alternative approaches that do not further burden new housing, at least in the near term.

UDI recognizes the difficult balance Council must strike between funding infrastructure and supporting housing delivery. We share the City's goal of building complete, resilient communities and delivering more attainable housing for Richmond residents. We recommend that the City undertake a financial viability analysis of the current and proposed DCC rates. Should the analysis find these rates to be unviable, Council should direct staff to review the composition of DCC projects to clearly separate growth-related costs from base infrastructure upgrades. For example, Richmond's 2023 DCC update added \$163 million in dike upgrade costs to the DCC recoverable program, increasing DCCs despite these works not being directly tied to population growth. As a result, the drainage DCC increased 248.5% from 2017 levels and was a major driver of the overall 60% increase in DCCs, impacting rents and home prices for any new buildings.

We would welcome the opportunity to continue working with Council and staff to identify practical, evidence-based solutions that respond to today's economic realities while positioning Richmond for long term success. In this context, we respectfully urge Council not to proceed with the proposed DCC increase and to consider a reduction as a constructive step forward. Thank you for your consideration.

Yours sincerely,



Anne McMullin
President & CEO Urban Development Institute

From: Brendan Reeves [REDACTED]
Sent: Wednesday, December 3, 2025 10:13 AM
To: Dcc Consultation
Subject: Feedback on Proposed 5 percent DCC Increase

Importance: High

Categories: Green Category

You don't often get email from brendan@vanpropinvestments.com. [Learn why this is important](#)

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Good morning,

Thank you for the opportunity to provide feedback on the City's proposed 5% increase to Development Cost Charges.

On behalf of Vanprop Investments, owner of Lansdowne Centre, we would like to express our strong concern with the proposed escalation. Given current market conditions, including high construction costs, elevated interest rates, and widespread challenges with project viability, additional cost burdens of this nature directly affect the ability to deliver new housing.

At a time when the region is facing both an affordability and a cost of delivery crisis, many municipalities are taking steps to support development feasibility. Several local governments across Metro Vancouver and other high growth jurisdictions are holding Development Cost Charges flat, delaying scheduled increases, or in some cases offering temporary reductions or waivers to help projects proceed. These measures reflect a clear recognition that new housing cannot be delivered if costs continue to rise faster than economic conditions can support.

For a redevelopment of the scale and long-term phasing planned for Lansdowne, an additional 5% increase would materially compound existing pressures and create a significant risk to project timelines and overall feasibility. We respectfully request that the City reconsider the timing and magnitude of the proposed increase and explore alternatives such as deferral, phasing, or a temporary hold until market conditions stabilize.

We value our ongoing relationship with the City and remain committed to working collaboratively to support housing supply, local economic activity, and the successful future of Richmond.

Regards,

BRENDAN REEVES
VICE PRESIDENT, DEVELOPMENT

From: Shalen Dhinjal [REDACTED]
Sent: Friday, December 5, 2025 3:40 PM
To: Dcc Consultation; MayorandCouncillors
Cc: chak.au@parl.gc.ca; parm.bains@parl.gc.ca; Steve.Kooner.MLA@leg.bc.ca; Teresa.Wat.MLA@leg.bc.ca
Subject: Increase in Development Cost Charges (DCC) and Amenity Cost Charges
Categories: Green Category

You don't often get email from shalendhinjal@gmail.com. [Learn why this is important](#)

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Good evening,

I am writing to formally express my opposition to the proposed increases in Development Cost Charges (DCC) and Amenity Cost Charges. While I understand the City's need to fund infrastructure and community amenities, I believe these increases are unjustifiable given the current inefficiencies in the development approval process.

My family (my mother, sister, and I) owns a property on [REDACTED] that was already rezoned more than ten years ago. On **December 9, 2024**, we submitted a straightforward subdivision application to the City of Richmond. Nearly a year later—after incurring thousands of dollars in interest charges—our application is almost at the final stages. This delay is not only financially burdensome but also undermines confidence in the City's ability to manage growth responsibly.

Other municipalities, such as Surrey and Vancouver, have streamlined their processes. In those cities, applicants are often three to six months into construction by the time Richmond has yet to complete a subdivision application. If a simple subdivision like ours takes a year, one must ask how long complex applications requiring servicing agreements will take. There is an example of one I do have where it was a single lot to be subdivided into 2 lots, that required a servicing agreement, it took the city over 2.5 years from the start of the application to complete the application process. Can you imagine making interest payments and overhead costs for over 2.5 years?

These inefficiencies discourage investment and place disproportionate strain on small builders and families. Larger developers face even greater financial impacts from prolonged interest charges, while long-time community members—many of whom have built in Richmond for decades—are increasingly choosing to build elsewhere. Ironically, when my family went through a subdivision process ten years ago, it was completed more efficiently than today.

Raising fees without addressing systemic delays sends the wrong message: that Richmond is more interested in revenue than in supporting responsible development. These risks erode public trust, deterring future investment, and ultimately harming the city's growth and vitality.

Although it's too late for our application, I just hope that future applications are more streamlined and processed in a timely manner.

I strongly urge Council to review and improve the efficiency of the development approval process before considering any fee increases. Until meaningful improvements are made, I cannot support the proposed changes. How will there ever be affordable housing when builders are met with so much financial burdens, increased fees and delays right from the start of the projects? We just paid a total of **\$201.468.86** for subdivision fees (just on a single property being subdivided into 2) to the City of Richmond. At this time, the City of Richmond should not be increasing DCC's but look for ways to offer relief to builders, developers and residents. Now is not the time.

I have lived in Richmond since 1975, and for the first time, I am seriously considering leaving. That should be a warning sign: when long-term residents feel pushed out, the City of Richmond risks losing not only builders but also community members who have invested their lives here.

Sincerely,

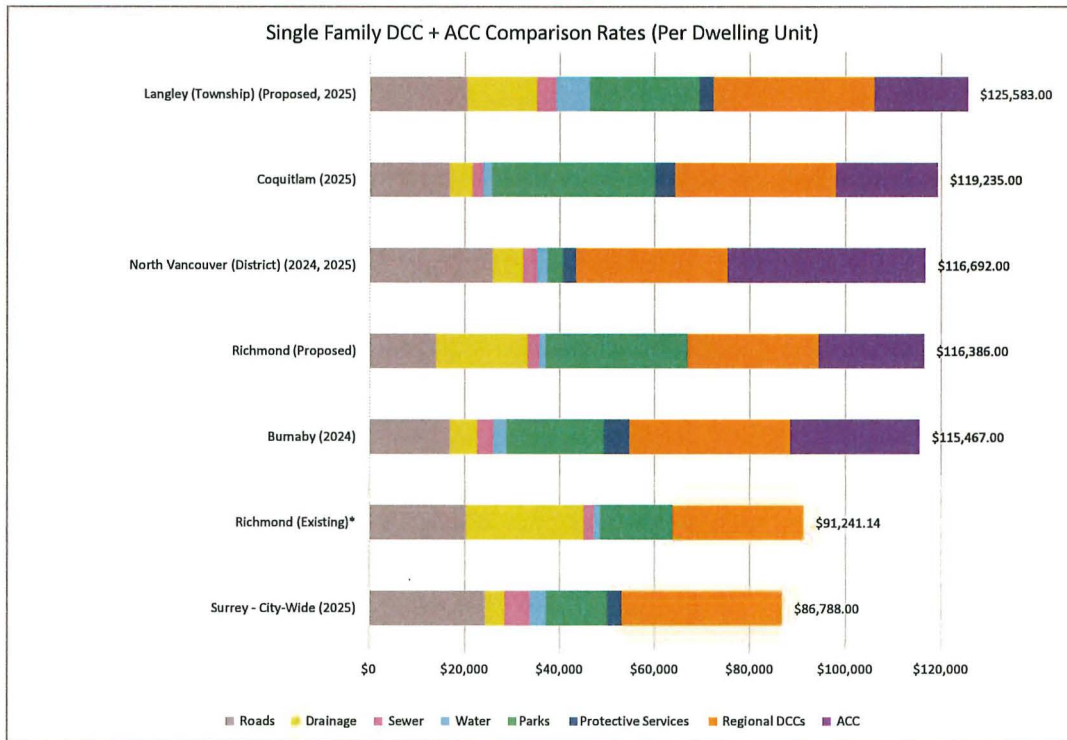
Shalen Dhinjal

Summary of Feedback and Discussion

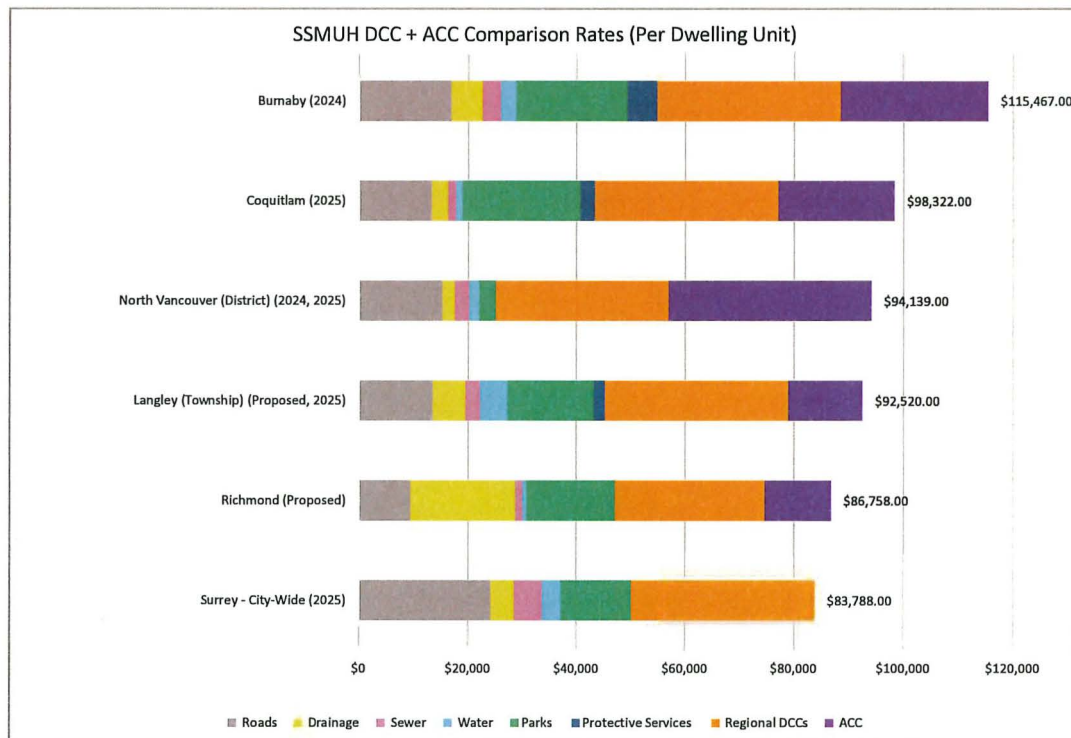
Feedback Received	Discussion
Freeze or reduce DCC rates	<ul style="list-style-type: none"> • The City has not increased DCC rates since July 2024. • City also faces rising construction costs in delivering growth-related infrastructure. • Freezing/reducing rates would underfund growth-related infrastructure (e.g. parks, trails and critical infrastructure), shifting costs to taxpayers/ratepayers or future developments.
Support Development by Easing Cost Pressures	<ul style="list-style-type: none"> • City has mitigated the cost impact by: (i) deferring new DCC categories allowed under Bill 46, (ii) reducing project scopes and delaying lower-priority projects, and (iii) updating only parks program and limited other DCC programs by only general update despite the high construction cost pressures. • Additional support includes streamlining development process, launching the surety bond program (2025), supporting deferred DCC installments, engaging and meeting regularly with the development industry, and keeping 2025 DCC rates unchanged.
Follow Other Cities in Freezing/Cutting DCCs	<ul style="list-style-type: none"> • Surrey and Vancouver are required to freeze DCCs in order to access Federal grant funding. • Many other cities (e.g., New Westminster, Coquitlam, Burnaby etc.) recently increased their DCC rates along with established new ACC. • Township of Langley clawed back their significant increase from their recently adopted DCC to reduce the overall net increase of their DCC rates. For example, one of the residential DCC rates was reduced to 50% increase from the previously adopted 80% increase.
The proposed DCC Increase Will Reduce Housing Delivery / Make Projects Unviable	<ul style="list-style-type: none"> • The proposed 4.9% increase that reflects project cost adjustments is consistent with the Province's DCC Best Practices Guide for predictability. • Estimated cost impact of proposed DCC increase: <ul style="list-style-type: none"> ➢ Current DCC: averages 2.9% to 4.2% of home price ➢ Proposed DCC: averages 3.3% to 4.7% of home price Estimated impact to profit margin is not expected to make projects unviable. • Falling interest rates (from peak of 5.00% in July 2023 to current level of 2.25%) have eased one of the development industry's key financial pressures.
The City's Development Fees Are the Highest	<ul style="list-style-type: none"> • See Attachment 4 for municipal comparison, where Richmond's DCC rates are generally one of the lowest in comparison with other cities that have recently updated their DCC and ACC bylaws.

Feedback Received	Discussion
Need for Affordable Housing Incentives and Waivers	<ul style="list-style-type: none"> • In 2024, the City updated the framework of its Low-End Market Rental (LEMR) housing program to improve the financial viability of maintaining and operating LEMR homes over the long-term. • In 2025, the City provided roughly \$9.4 million in grants and established three site-specific DCC waiver bylaws for eligible affordable housing development under the City’s one-time Housing Priorities Grant Program. • In 2026, the City updated the OCP to provide enhanced pathways towards the delivery of affordable housing by offering opportunities for a density bonus when market rental and affordable rental housing are provided. • At Council’s direction, the City’s Affordable Housing Reserve has been utilized to fund City fees and City DCC to support the delivery of non-market affordable housing units in partnership with senior governments and Non-Profit Organizations. • Further study is still underway due to the new inclusionary zoning requirements and how cash-in-lieu contributions are collected and used under Bill 16. DCC waived through a DCC waiver/reduction bylaw must be funded by alternative municipal revenues. A comprehensive review is required to assess financial impact to the City before staff report back findings and recommendations for Council’s consideration.
Ensure cost allocation is fair	<ul style="list-style-type: none"> • Cost allocations follow provincial guidelines. • For example, dike upgrades use a 25% growth benefitting factor based on population growth forecast, with the remaining 75% to be funded by existing population through utility rates. • This approach has been previously reviewed and approved by the Inspector of Municipalities.
Request for Financial Feasibility Analysis	<ul style="list-style-type: none"> • The proposed 4.9% DCC increase adds minimal impact to project costs, thus not significantly affect project viability. • Richmond’s proposed ACC is one of the lowest when compared to other cities that have already established their ACC Bylaws. See Attachment 5 for municipal comparison.

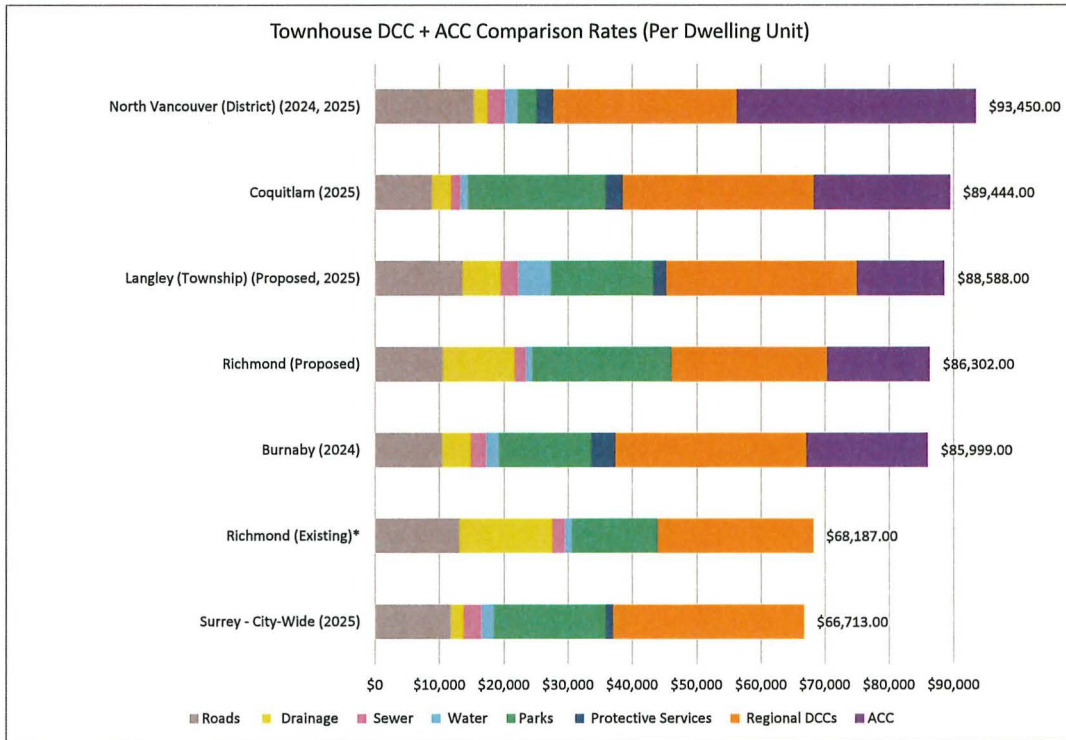
Municipal DCC, ACC and Regional DCC Comparison Charts (with updated 2026 rates)



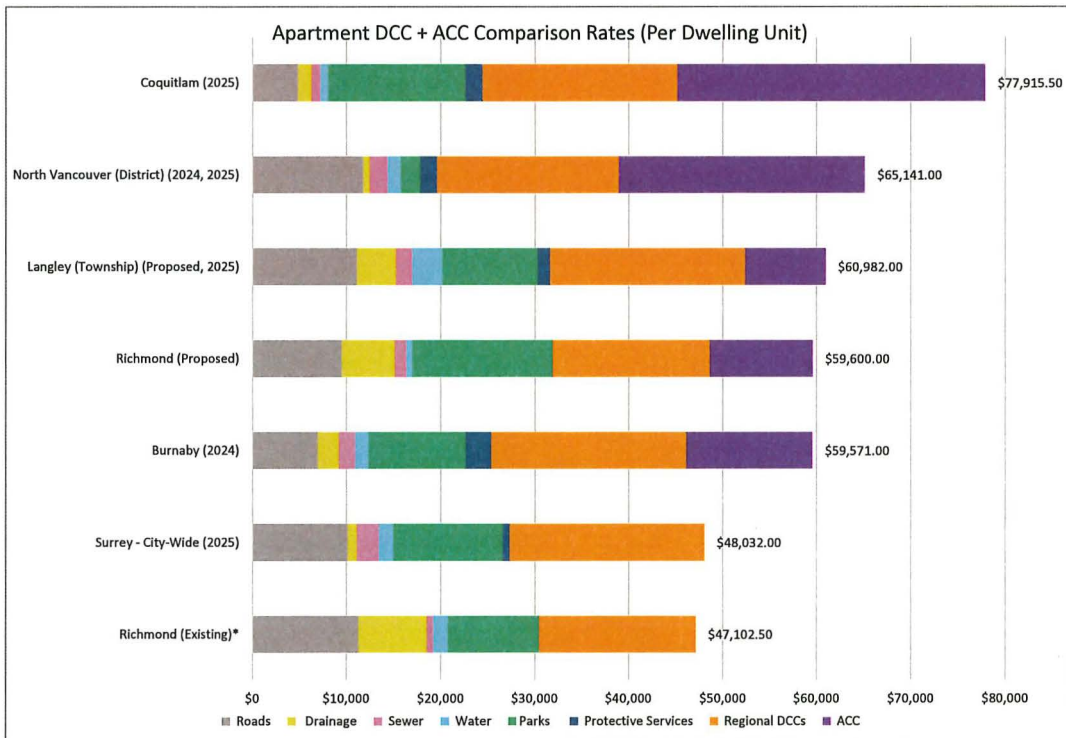
* Richmond's existing rate does not include applicable Community Amenity Contributions/ Density Bonus rates to be replaced by ACCs



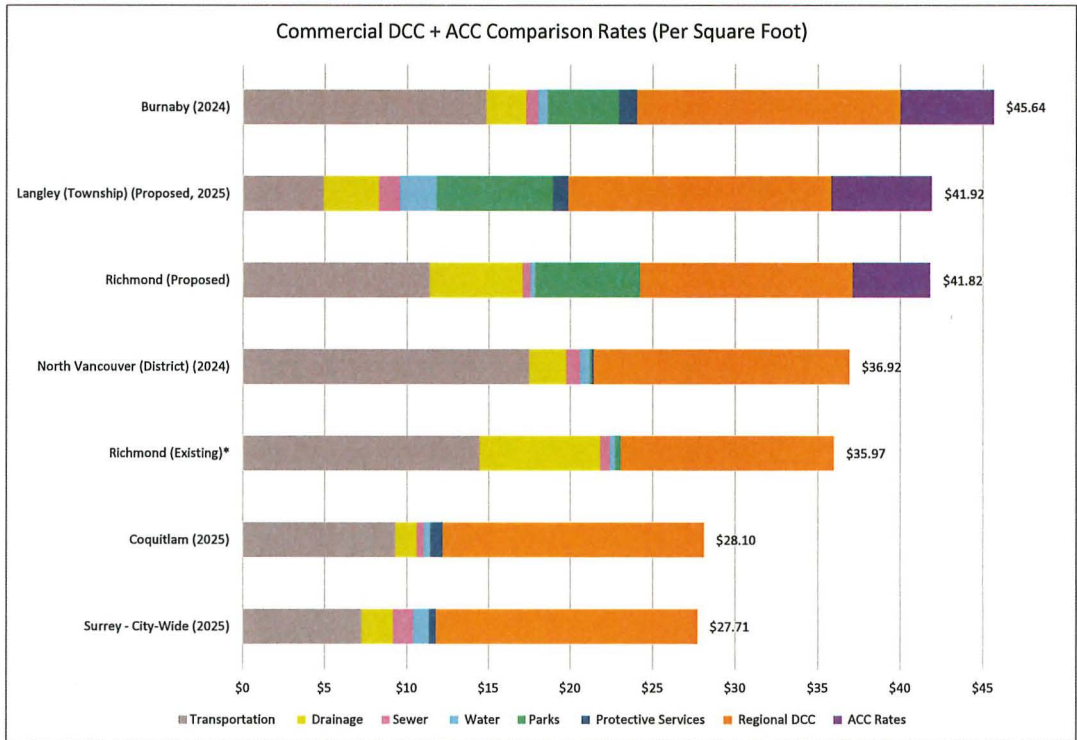
* Richmond's existing rate does not include applicable Community Amenity Contributions/ Density Bonus rates to be replaced by ACCs



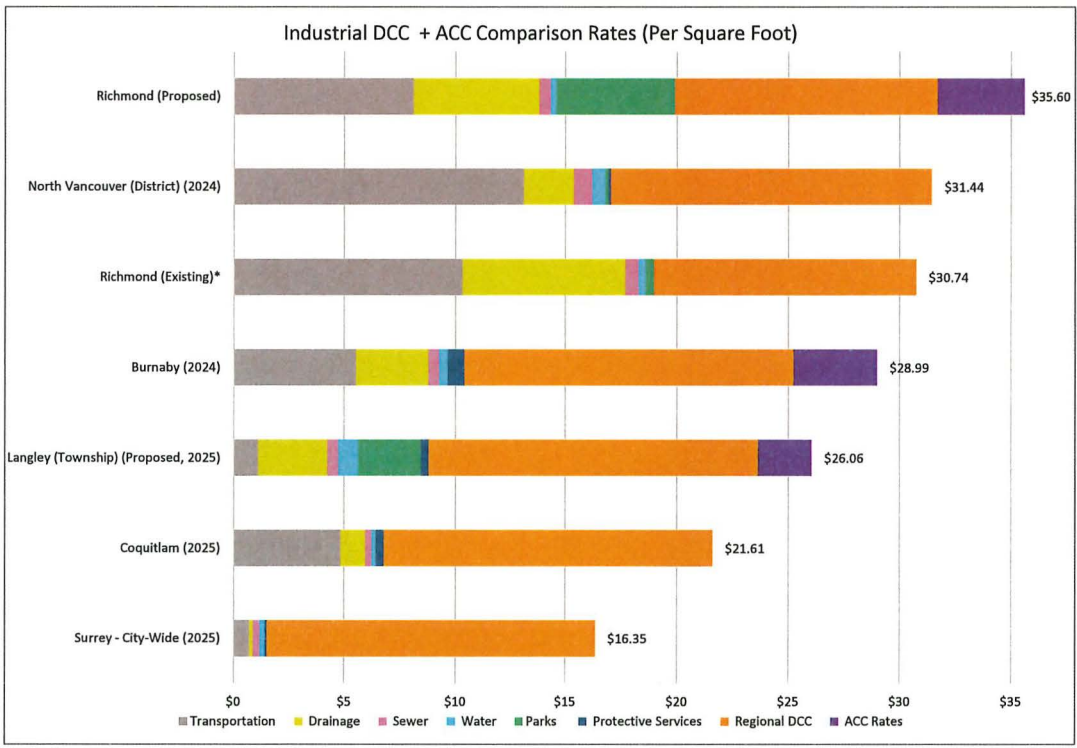
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* Richmond's existing rate does not include applicable Community Amenity Contributions/ Density Bonus rates to be replaced by ACCs

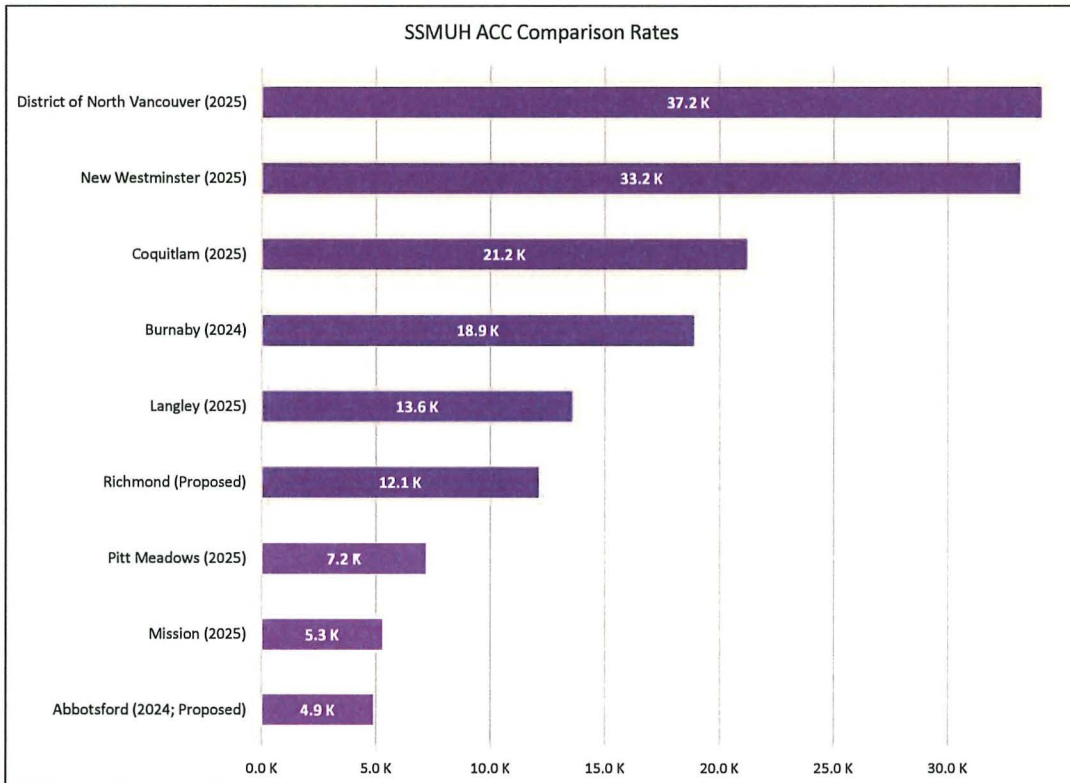
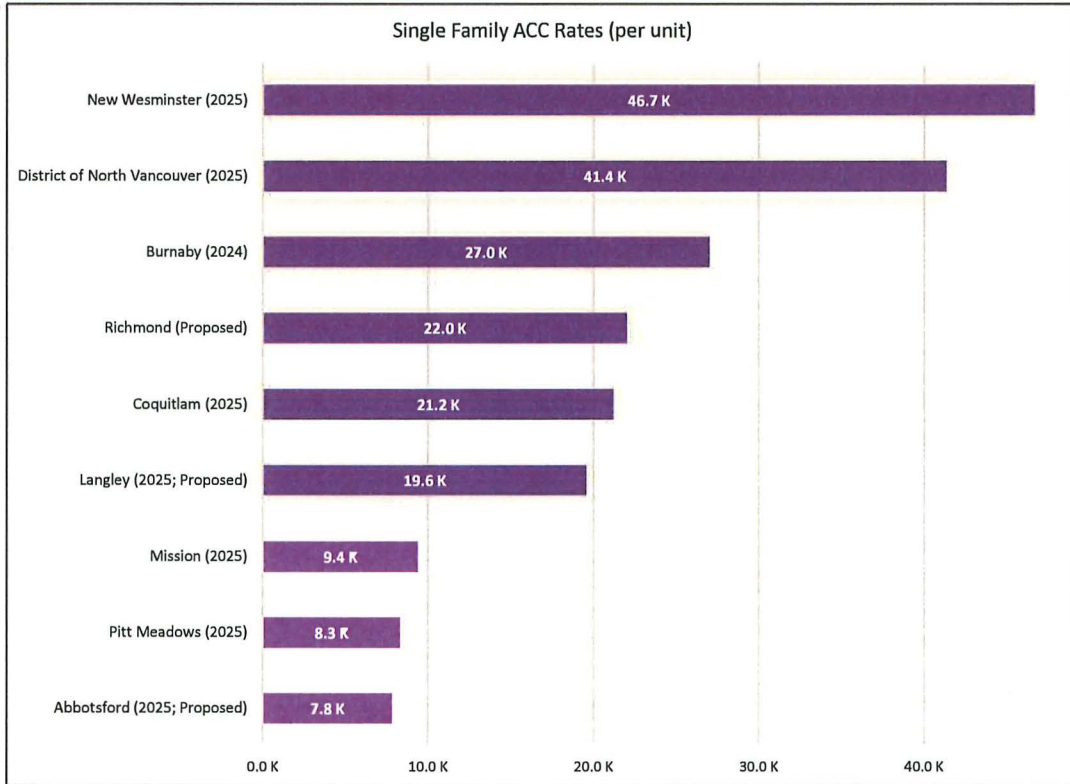


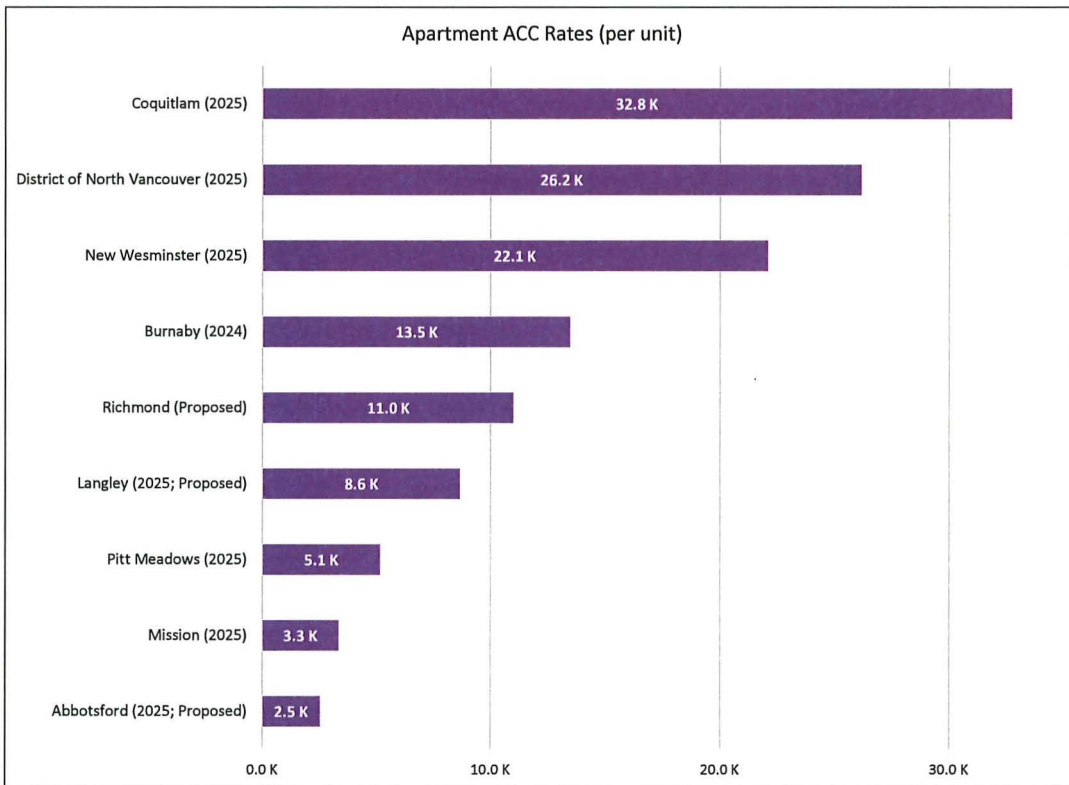
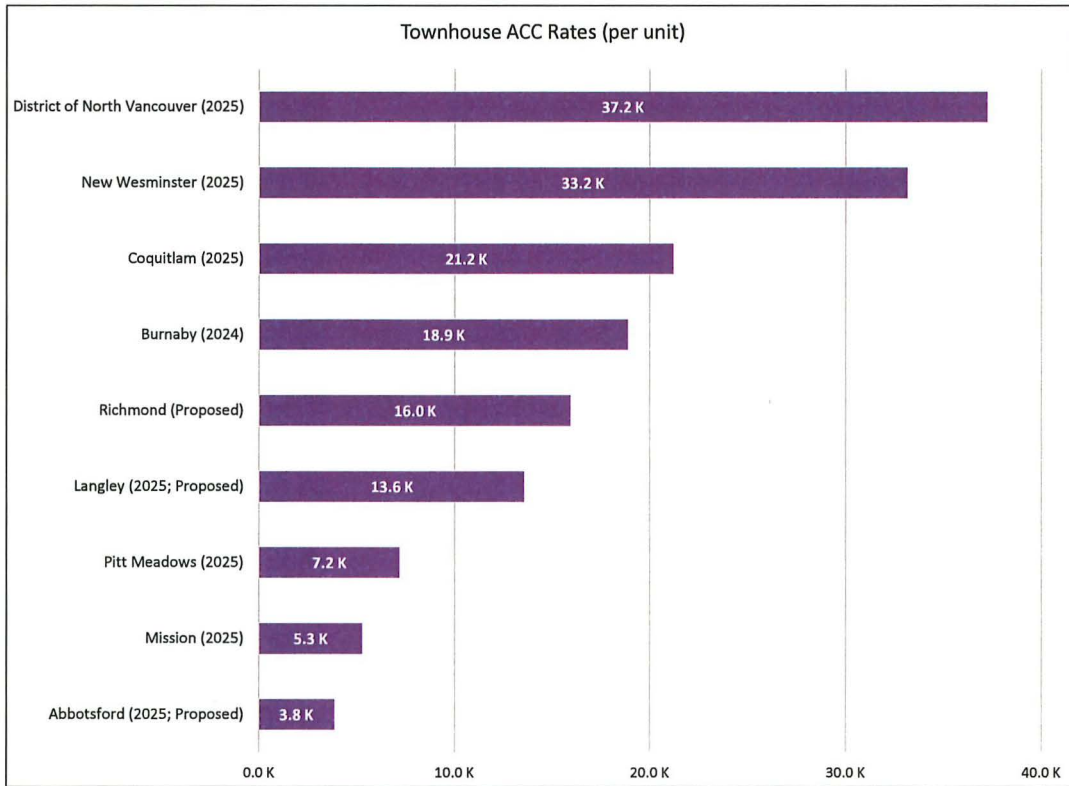
* Richmond's existing rate does not include applicable Community Amenity Contributions/ Density Bonus rates to be replaced by ACCs

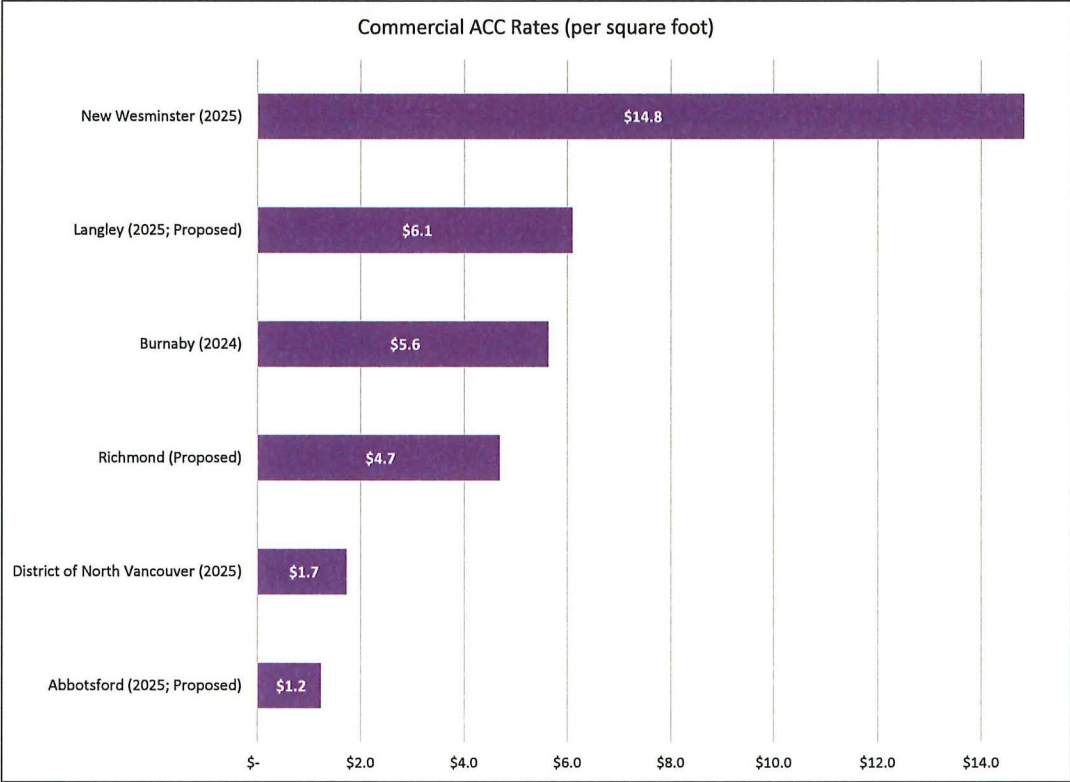


* Richmond's existing rate does not include applicable Community Amenity Contributions/ Density Bonus rates to be replaced by ACCs

Municipal ACC Comparison Charts









Traffic Bylaw No. 5870
Amendment Bylaw No. 10718

The Council of the City of Richmond enacts as follows:

- 1. Traffic Bylaw No. 5870, as amended, is further amended by deleting Section 28.2 and replacing it with the following:
28.2 Every bicycle, e-bike or e-scooter when operated upon a street, bicycle lane or designated shared pathway shall be equipped with reflectors in good condition, and it shall be unlawful for any bicycle, e-bike or e-scooter to be equipped with a siren or whistle.
2. Traffic Bylaw No. 5870, as amended, is further amended by adding a new Section 28.3 as follows:
28.3 No person shall ride a bicycle, e-bike or e-scooter upon a street, bicycle lane, or designated shared pathway unless the bicycle, e-bike or e-scooter is equipped with a bell, or similar device, capable of being used as a warning.
3. This Bylaw is cited as "Traffic Bylaw No. 5870, Amendment Bylaw No. 10718".

FIRST READING

FEB 23 2026

SECOND READING

FEB 23 2026

THIRD READING

FEB 23 2026

ADOPTED

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

MAYOR

CORPORATE OFFICER



**Richmond Zoning Bylaw 8500
Amendment Bylaw 10731
(Small-Scale Multi-Unit Housing)**

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

1. Richmond Zoning Bylaw 8500, as amended, is further amended in Section 7.5 Development & Maintenance Standards for On-Site Parking by replacing Section 7.5.13 with the following:

“7.5.13 For on-site parking areas which contain 31 or more **parking spaces** for non-residential **uses**, a minimum of 50% of the non-residential **parking spaces** provided shall be standard spaces. For on-site parking areas for non-residential **uses** which contain fewer than 31 **parking spaces**, all non-residential **parking spaces** provided shall be standard spaces. For on-site parking areas for residential **uses**, a minimum of 50% of the residential **parking spaces**, and a minimum of 50% of residential visitor **parking spaces**, shall be standard spaces. The foregoing does not apply to any **parking spaces** required to be provided as accessible spaces or van accessible spaces.”

2. Richmond Zoning Bylaw 8500, as amended, is further amended in Section 7.7 Parking Spaces Required by replacing Table 7.7.2.2 with the following:

“Table 7.7.2.2 Small-Scale Multi Unit Housing Parking Requirements”

Site Location	Minimum number of Parking Spaces Required per Dwelling unit	
	Basic Requirement	Visitor Parking Requirement
Greater than 400 m from a prescribed bus stop	0.5 space	Not applicable
Within 400 m of a prescribed bus stop	Not applicable	Not applicable

3. Richmond Zoning Bylaw 8500, as amended, is further amended in Section 8.19 Small-Scale Multi-Unit Housing (RSM/S, RSM/M, RSM/L, RSM/XL) by:

3.1 Replacing Section 8.19.11.1(c) with the following:

“c) by way of a **road** other than a **lane** or **arterial road**, **parking spaces** in a side-by-side arrangement are permitted in the **front yard** or **exterior side yard** provided they are accommodated in one uncovered driveway with a maximum width of 6.0 m arranged perpendicular to the **road**.”; and

3.2 Inserting a new subsection in Section 8.19.11 following subsection “2” as follows:

“3. Notwithstanding Section 7.5.5, a reduced manoeuvring aisle width may be accepted if adequate space for **vehicle** manoeuvring can be demonstrated to the satisfaction of the Director, Transportation.”.

3.3 Inserting a new subsection in Section 8.19.11 following subsection “3” as follows:

“4. Notwithstanding Section 8.19.11.1, alternative **vehicle** access may be accepted to the satisfaction of the Director, Transportation and in compliance with other applicable City Bylaws.

4. This Bylaw may be cited as “**Richmond Zoning Bylaw 8500, Amendment Bylaw 10731**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

FEB 23 2026

FEB 23 2026

FEB 23 2026

CITY OF RICHMOND
APPROVED by
<i>[Signature]</i>
APPROVED by Director or Solicitor
<i>[Signature]</i>

MAYOR

CORPORATE OFFICER



**Development Permit Panel
Wednesday, February 25, 2026**

Time: 3:30 p.m.
Place: Remote (Zoom) Meeting
Present: Wayne Craig, General Manager, Planning and Development, Chair
Milton Chan, Director, Engineering
James Cooper, Director, Building Approvals

The meeting was called to order at 3:30 p.m.

MINUTES

It was moved and seconded

That the minutes of the meeting of the Development Permit Panel held on January 14, 2026 be adopted.

CARRIED

1. DEVELOPMENT PERMIT 21-928686
(REDMS No. 7614060)

APPLICANT: Urban Design Group Architects Ltd.

PROPERTY LOCATION: 10980 No. 3 Road

INTENT OF PERMIT:

1. Permit development of a gas and service station at 10980 No. 3 Road on a site zoned "Gas & Service Stations (CG2)"; and
2. Vary the provisions of Richmond Zoning Bylaw 8500 to reduce the landscaping requirements along a property line abutting a road from 3.0 m to 2.1 m along portions of the south property line.

Development Permit Panel

Wednesday, February 25, 2026

Applicant's Comments

Eric Ching, Urban Design Group Architects Ltd., with the aid of a visual presentation (attached to and forming part of these minutes as Schedule 1), provided background information on the proposed development, highlighting the following:

- the proposed development consists of a gas station which includes a three-pump gas bar and canopy above and a commercial building for convenience store use;
- the proposed gas station utilizes current technology that includes environmental and public safety features;
- three visitor parking spaces with electric vehicle (EV) charging infrastructure and two bicycle parking stalls will be provided on the site;
- a garbage and recycling enclosure is located at the northeast corner of the site that will accommodate two four-yard bins;
- accessible pedestrian access is provided from No. 3 Road and Steveston Highway leading to the entrance of the commercial building;
- an existing mature Douglas fir tree on the northeast corner of the site will be retained and protected;
- two existing Maple trees on the northwest corner of the site have been identified for removal due to poor condition and 10 new trees are proposed to be planted on-site, which are in excess of the City's required 2:1 tree replacement ratio;
- seven of the replacement trees will be installed on the northeast corner and along the east property line to provide screening to the garbage and recycling enclosure and visitor parking stalls;
- the proposed site layout will be able to accommodate on-site circulation and entry/exit to/from the site of a six-axle transport truck;
- the rooftop mechanical equipment has been designed and screened to comply with the City's Noise Bylaw;
- the proposed location and choice of dark sky compliant full cut off lighting fixtures would prevent light spillover onto adjacent residential developments; and
- the significant amount of glazing on the commercial building allows visual connection to the streets.

Development Permit Panel

Wednesday, February 25, 2026

Johnny Zhang, Maruyama & Associates, with the aid of the same visual presentation, briefed the Panel on the main landscape features of the project, noting that (i) the proposed landscape design for the project integrates landscaping along the No. 3 Road and Steveston Highway frontages, side yards and open space planting, (ii) the proposed planting strip along the street frontages includes medium-sized deciduous trees and a variety of shrubs and groundcovers, (iii) cedar hedging and coniferous trees are proposed along the north and east property lines to provide a layered landscape buffer between the subject site and adjacent residential developments, (iv) the choice of proposed planting materials for the site's Steveston Highway frontage are consistent with the Agricultural Land Reserve (ALR) edge planting guidelines which include native and drought tolerant species, and (v) on-site planting includes 60 percent evergreen and 40 percent deciduous species.

Staff Comments

Joshua Reis, Director, Development, noted that (i) the proposed use of the subject site for a gas and service station is consistent with the City's Zoning Bylaw, (ii) the proposed variance with regard to landscaping requirements along a portion of the Steveston Highway frontage is a result of accommodating on-site vehicle maneuvering and required frontage improvements by the City, (iii) automatic irrigation will be provided for the maintenance of all landscaped areas on the site, (iv) cedar hedging is proposed along the north and east property lines in addition to the existing wooden fences that will be retained, (v) Statutory-Right-of-Ways (SRWs) are provided along the No. 3 Road and Steveston Highway frontages to accommodate the frontage improvements, and (vi) a Servicing Agreement will be entered into by the applicant prior to Development Permit issuance which includes, among others, frontage improvements along No. 3 Road and Steveston Highway, upgrading of existing storm sewers and utility connections.

Panel Discussion

In reply to queries from the Panel regarding the garbage and cardboard recycling enclosure at the northeast corner of the proposed commercial building, the applicant noted that (i) the enclosure will be constructed on a concrete slab and comprised of steel frame, wooden slats and a gate but will not be covered, and (ii) the applicant will consult with their acoustic consultant regarding further noise mitigating measures during garbage collection.

In reply to queries from the Panel regarding lighting on the east elevation of the proposed commercial building, the applicant noted that they will investigate opportunities to bring down the height of proposed lighting fixture or provide an alternate lighting fixture to avoid light spillover onto the adjacent townhouse development to the east.

Development Permit Panel

Wednesday, February 25, 2026

In reply to queries from the Panel regarding the proposed free-standing signs on the site, the applicant noted that (i) the size of the proposed free-standing sign on the No. 3 Road frontage have been reduced to comply with current City bylaw standards, and (ii) the free-standing signs on the No. 3 Road and Steveston Highway frontages include illuminated price changes and a backlit logo.

In reply to queries from the Panel regarding on-site landscaping, the applicant noted that (i) they could install additional species of shrubs and groundcovers to provide more variety of planting along the Steveston Highway frontage, (ii) proposed planting along the northeast side of the visitor parking stalls includes low groundcovers, evergreen shrubs and cedar hedge adjacent to the wooden fence along the east property line to provide a layered landscape buffer to the adjacent development to the east and screen vehicle headlight glare, and (iii) the proposed seven trees to be planted along the east property line and at the northeast of the subject site are coniferous trees that will provide evergreen buffering all year round.

Correspondence

Law Tak W. and Hung Shui P., 10900 No. 3 Road ([Schedule 2](#))

Benjamin Gobert, 10900 No. 3 Road ([Schedule 3](#))

It was noted that both pieces of correspondence expressed concerns about the proposed development's environmental and health impacts, traffic impacts, fuel and storage operation concerns.

Gallery Comments

Benjamin Gobert, 10900 No. 3 Road, spoke on behalf of the Garden Manor Strata which represents the residents of the 20-unit townhouse development at 10900 No. 3 Road located immediately adjacent to the north of the proposed development. Mr. Gobert expressed opposition to the proposed development, noting the subject site's documented environmental history and potential adverse impacts to the neighbourhood including health and environmental hazards to adjacent residential developments and environmental impacts to the Agricultural Land Reserve (ALR) area across Steveston Highway to the south. In addition, he questioned the zoning of the subject site that allow for gas station use, given its proximity to existing residential developments.

In reply to Mr. Gobert's comments, the Chair noted that zoning issues are outside the scope of the Panel and environmental matters are under the jurisdiction of the Provincial government. In addition, staff confirmed that the applicant had provided the City with a certificate of compliance from the Province of BC indicating that the subject site has been remediated and the proposed use of the site for gas and service station can proceed.

Development Permit Panel Wednesday, February 25, 2026

Ming Hui, 8171 Steveston Highway, a resident of The Maples, a townhouse development located immediately to the east of the subject site, queried about the rationale for the proposed variance to the landscaping requirements along the Steveston Highway frontage. In addition, he expressed concern about the potential impact of the proposed gas station to traffic and safety in the area especially at the intersection of No. 3 Road and Steveston Highway and queried about proposed traffic mitigation and safety measures including preventing vehicles from making left turns from/to the gas station and installing a traffic speed monitoring device along Steveston Highway before the gas station.

In reply to the comments of Mr. Ming Hui, staff confirmed that (i) the proposed landscaping variance is associated with the width of the landscaping provided along a portion of the Steveston Highway frontage, (ii) the landscaping variance is proposed to accommodate on-site vehicle maneuvering, required frontage improvements in the SRW area of the site, (iii) the applicant has worked with staff to maximize landscaping areas on all frontages of the subject site, (iv) the proposed development's traffic impacts have been reviewed and considered by the City's Transportation Department, (v) the installation of speed detection equipment along Steveston Highway is outside the scope of the Panel, and (vi) the site's frontage improvements include construction of a new sidewalk, boulevard, and curb along the Steveston Highway and No. 3 Road frontages, removal of the existing driveway letdowns, and limiting to one vehicle access on Steveston Highway and No. 3 Road, both of which are restricted to right-in/right-out only to prevent vehicles from making left turns into the site.

In addition, staff confirmed that (i) the site's frontage improvements also include installation of small raised curbs at the vehicle entrances to restrict vehicle movement to right-in/right out only, and (ii) on-site signage will be installed to indicate the prohibitions on vehicle turning movements including restrictions on left turns for vehicles exiting the site.

In reply to a query regarding the proposed landscaping along the eastern edge of the site, staff and the applicant noted that (i) the existing wood fence and proposed cedar hedging are both six feet tall, with the cedar hedging anticipated to grow over time, and (ii) the proposed coniferous trees would be four meters in height upon planting and are expected to grow up to 30 to 40 feet.

Panel Discussion

The Panel expressed support for the application, noting the applicant's proposed measures to respond to some of the agencies on the site.

To further respond to some agency concerns, the Panel then directed staff to work with the applicant and undertake the following additional measures prior to the application moving forward to Council:

1. further design development to the garbage enclosure to ensure solid screening to address potential noise;

5.

Development Permit Panel
Wednesday, February 25, 2026

2. review of the proposed building mounted lighting especially along the east elevation of the commercial building to ensure no light spillover onto adjacent residential developments; and
3. detailed review of the proposed landscaping along the Steveston Highway frontage to improve and intensify the amount of landscaping to be provided.

Panel Decision

It was moved and seconded

That a Development Permit be issued which would:

1. *permit development of a gas and service station at 10980 No. 3 Road on a site zoned "Gas & Service Stations (CG2)" and*
2. *vary the provisions of Richmond Zoning Bylaw 8500 to reduce the landscaping requirements along a property line abutting a road from 3.0 m to 2.1 m along portions of the south property line.*

CARRIED

2. New Business

None.

3. Date of Next Meeting: March 11, 2026

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:29 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Development Permit Panel of the Council of the City of Richmond held on Wednesday, February 25, 2026.

Wayne Craig
Chair

Rustico Agawin
Committee Clerk

Schedule 1 to the Minutes of
the Development Permit Panel
meeting held on Wednesday,
February 25, 2026

CENTEX SERVICE STATION | RICHMOND

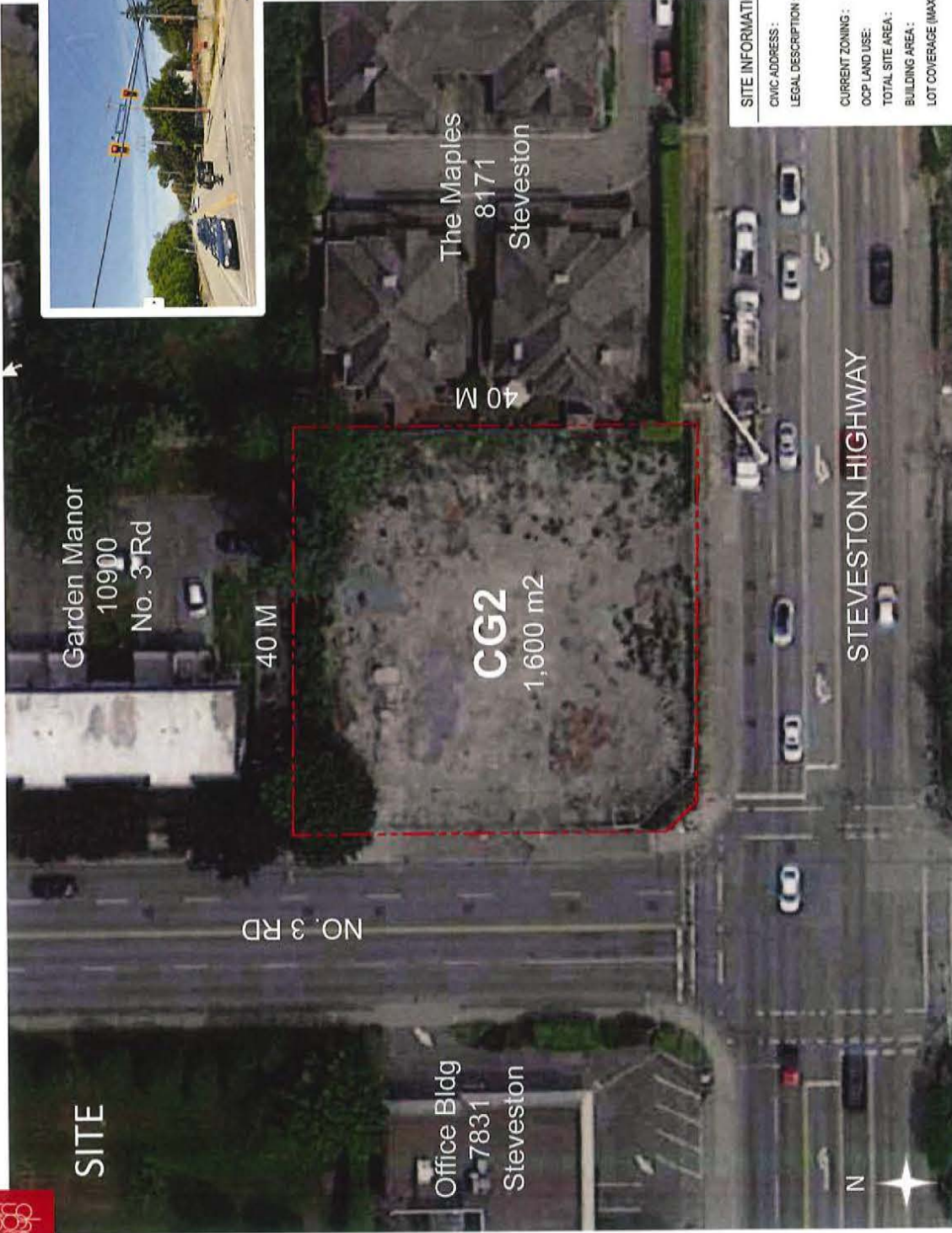
10980 NO. 3 RD, RICHMOND, BC



CNCL - 271



UDGA



NO. 3 ROAD & STEVESTON HWY

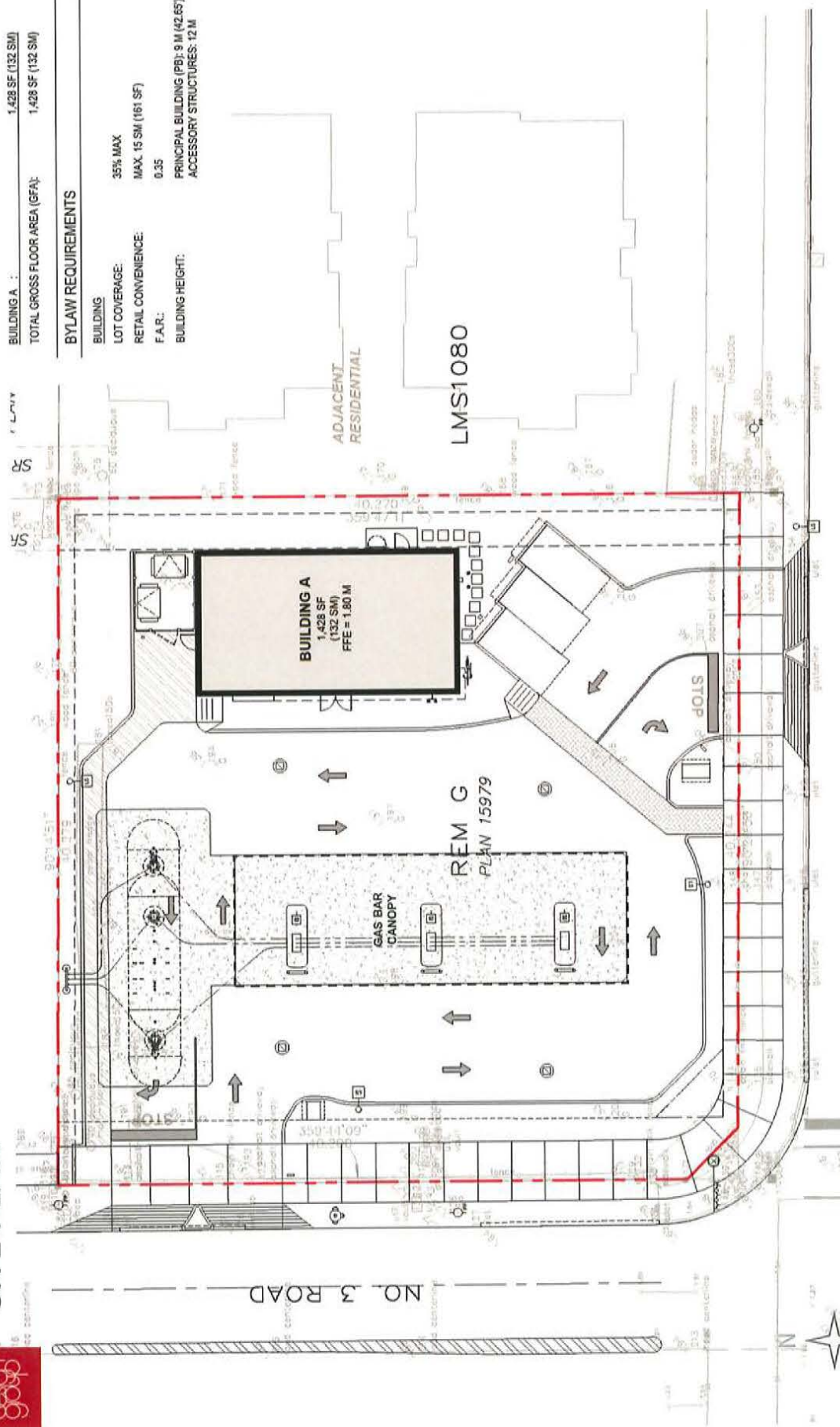
SITE INFORMATION

CIVIC ADDRESS : 10980 NO. 3 ROAD, RICHMOND, BC
 LEGAL DESCRIPTION : SEC 33 BLK AN RG 6W PL NWP15979 PARCEL G, BLOCK AN PLAN NWP15979, SECTION 33, RANGE E 6W, NEW WESTMINSTER LAND DISTRICT, REF 15979
 CURRENT ZONING : CGZ (GAS & SERVICE STATION)
 OCP LAND USE : COMMERCIAL
 TOTAL SITE AREA : 17,362 SF (1.613 SM) (0.4 AC)
 BUILDING AREA : 1,428 SF (132 SM)
 LOT COVERAGE (MAX 35%) : 1,428 SF / 17,362 SF X 100% = 8.22%

CENTEX RICHMOND | 10980 NO. 3 RD, RICHMOND, BC

UDGA

SITE PLAN



FLOOR AREAS

BUILDING A : 1,428 SF (132 SM)
 TOTAL GROSS FLOOR AREA (GFA): 1,428 SF (132 SM)

BYLAW REQUIREMENTS

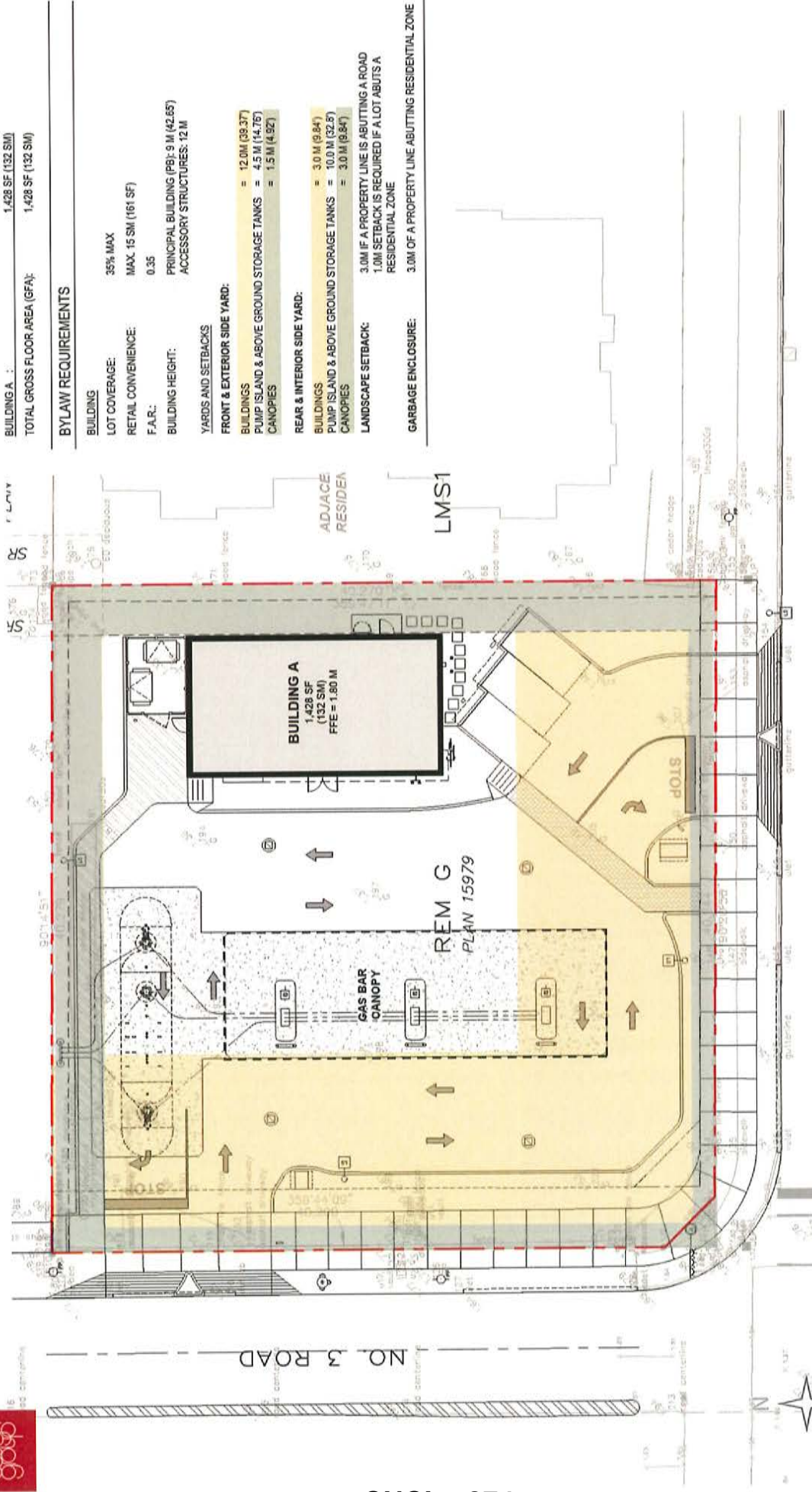
BUILDING
 LOT COVERAGE: 35% MAX
 RETAIL CONVENIENCE: MAX. 15 SM (161 SF)
 F.A.R.: 0.35
 BUILDING HEIGHT: PRINCIPAL BUILDING (PB): 9 M (42.65')
 ACCESSORY STRUCTURES: 12 M

STEVESTON HIGHWAY

CENTEX RICHMOND | 10980 NO. 3 RD, RICHMOND, BC

UDGA

SETBACKS



FLOOR AREAS

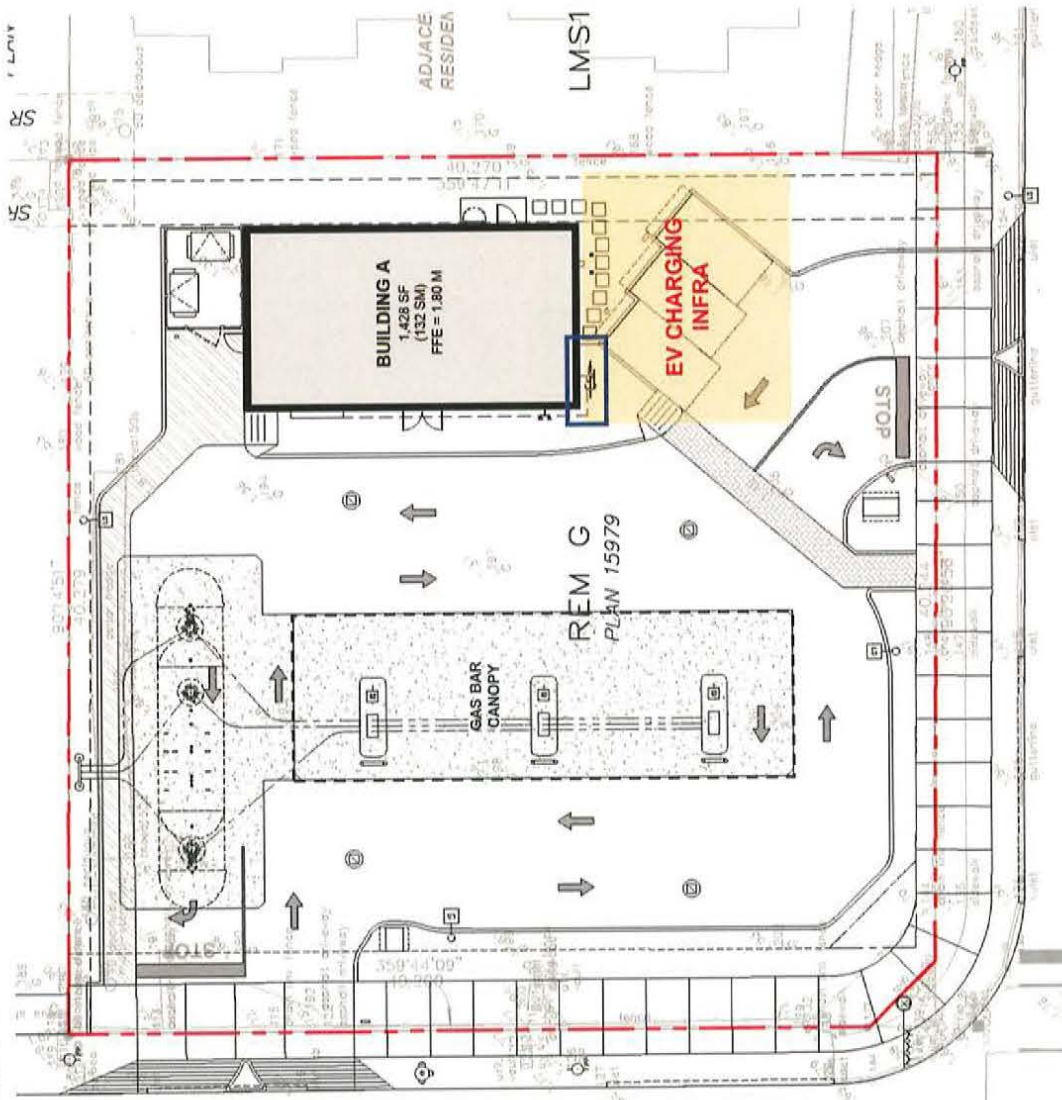
BUILDING A : 1,428 SF (132 SM)
TOTAL GROSS FLOOR AREA (GFA): 1,428 SF (132 SM)

BYLAW REQUIREMENTS

- BUILDING**
- LOT COVERAGE:** 35% MAX
- RETAIL CONVENIENCE:** MAX. 15 SM (161 SF)
- F.A.R.:** 0.35
- BUILDING HEIGHT:** PRINCIPAL BUILDING (PB): 9 M (42.65')
ACCESSORY STRUCTURES: 12 M
- YARDS AND SETBACKS**
- FRONT & EXTERIOR SIDE YARD:**
 - BUILDINGS = 12.0M (39.37')
 - PUMP ISLAND & ABOVE GROUND STORAGE TANKS = 4.5 M (14.76')
 - CANOPIES = 1.5 M (4.92')
- REAR & INTERIOR SIDE YARD:**
 - BUILDINGS = 3.0 M (9.84')
 - PUMP ISLAND & ABOVE GROUND STORAGE TANKS = 10.0 M (32.81')
 - CANOPIES = 3.0 M (9.84')
- LANDSCAPE SETBACK:** 3.0M IF A PROPERTY LINE IS ABUTTING A ROAD
1.0M SETBACK IS REQUIRED IF A LOT ABUTS A RESIDENTIAL ZONE
3.0M OF A PROPERTY LINE ABUTTING RESIDENTIAL ZONE
- GARBAGE ENCLOSURE:** 3.0M OF A PROPERTY LINE ABUTTING RESIDENTIAL ZONE



PARKING



FLOOR AREAS

BUILDING A : 1,428 SF (132 SM)
 TOTAL GROSS FLOOR AREA (GFA): 1,428 SF (132 SM)

BYLAW REQUIREMENTS

- BUILDING**
- LOT COVERAGE: 35% MAX
- RETAIL CONVENIENCE: MAX. 15 SM (161 SF)
- F.A.R.: 0.35
- BUILDING HEIGHT: PRINCIPAL BUILDING (PB): 9 M (42.65')
ACCESSORY STRUCTURES: 12 M
- YARDS AND SETBACKS**
- FRONT & EXTERIOR SIDE YARD:**
- BUILDINGS = 12.0M (39.37')
- PUMP ISLAND & ABOVE GROUND STORAGE TANKS = 4.5 M (14.76')
- CANOPIES = 1.5 M (4.92')
- REAR & INTERIOR SIDE YARD:**
- BUILDINGS = 3.0 M (9.84')
- PUMP ISLAND & ABOVE GROUND STORAGE TANKS = 10.0 M (32.8')
- CANOPIES = 3.0 M (9.84')
- LANDSCAPE SETBACK:** 3.0M IF A PROPERTY LINE IS ABUTTING A ROAD
1.0M SETBACK IS REQUIRED IF A LOT ABUTS A RESIDENTIAL ZONE
- GARAGE ENCLOSURE:** 3.0M OF A PROPERTY LINE ABUTTING RESIDENTIAL ZONE

PARKING REQUIREMENTS

- MINIMUM PARKING REQUIREMENTS (ON-SITE VEHICLE PARKING)**
- STANDARD SPACES: 2 SPACES / 100 SM (1,076 SF) G.F.A.
PLUS ONE (1) SPACE FOR EACH CAR WASH BAY
- HANDICAP SPACES: MIN. 2% OF THE REQUIRED PARKING SPACES FOR ON-SITE PARKING AREAS WHICH CONTAIN 11 OR MORE SPACES
- SMALL CAR SPACES: 50% MAXIMUM FOR ON-SITE PARKING AREAS WHICH CONTAIN FEWER THAN 31 SPACES. ALL SPACES PROVIDED SHALL BE STANDARD SPACES
- CAR PARKING PROVIDED: 132 SM / 100 SM X 2 SPACES = 3 SPACES
- PARKING RATIO: 3 STANDARD SPACES (INCL. 1 EV PARKING SPACE)
- BICYCLE PARKING PROVIDED: 4.3 SPACES / 1,000 SF
- STANDARD SPACES: 132 SM / 100 SM X 1 SPACE = 2 SPACES
- SMALL CAR SPACES: 2 SPACES (CLASS 2)
- PARKING SPACE AND MANEUVERING AISLE REQUIREMENTS**
- STANDARD SPACE : 2.65M (8'-6 1/2") X 5.5M (18'-0 1/2")
- SMALL CAR SPACE : 2.40M (7'-10 1/2") X 5.0M (16'-5")
- ACCESSIBLE SPACE : 3.4M (11'-2") X 5.5M (18'-0 1/2") + 1.5M (4'-11") AISLE
- LOADING SPACE : 3.0M (9'-9 1/2") X 9.1M (29'-10") - MEDIUM SIZE
- MANEUVERING AISLE WIDTH: 7.5M (24'-7") (TWO-WAY, 90° PARKING)

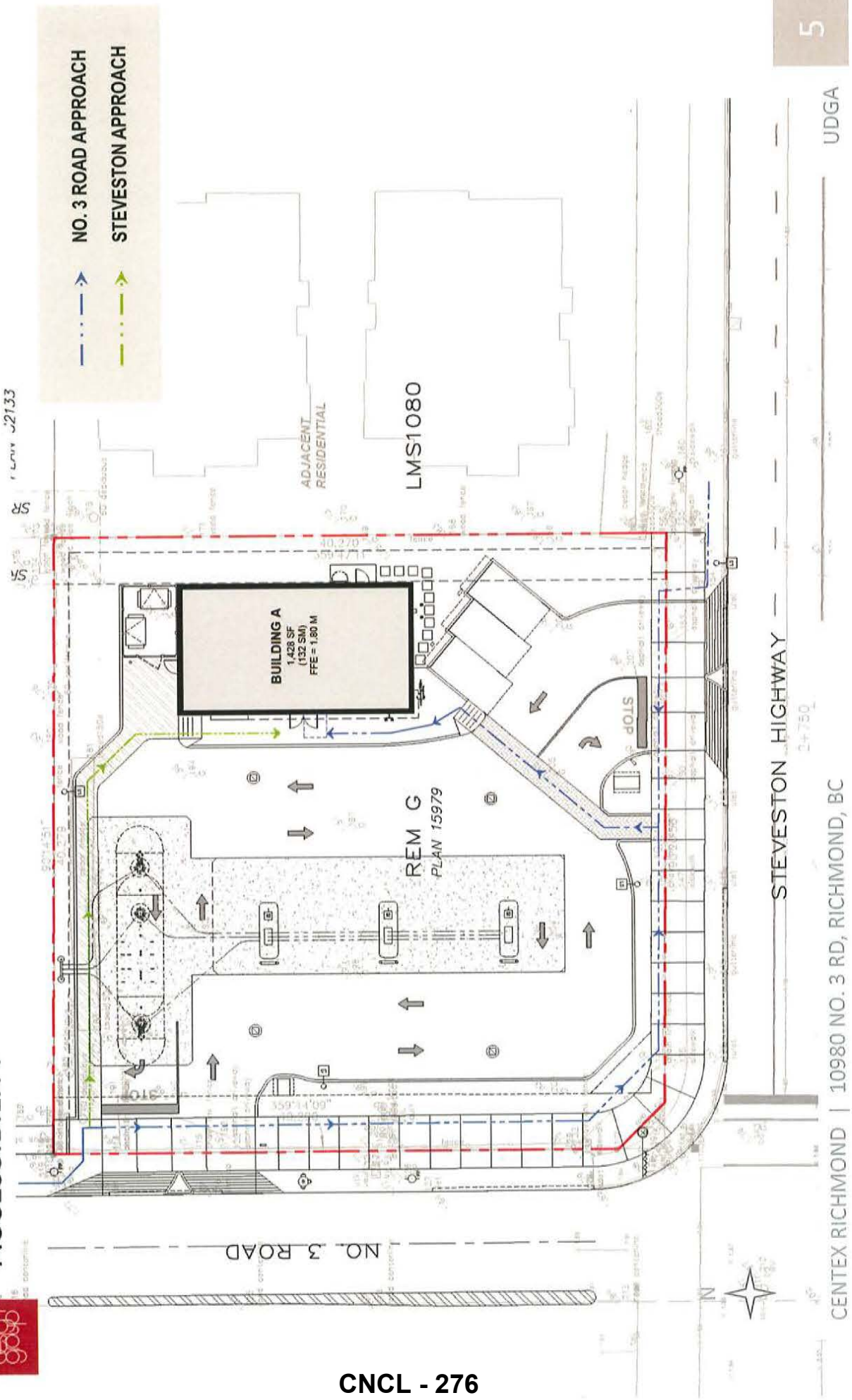
STEVESTON HIGHWAY

2-750

CENTEX RICHMOND | 10980 NO. 3 RD, RICHMOND, BC

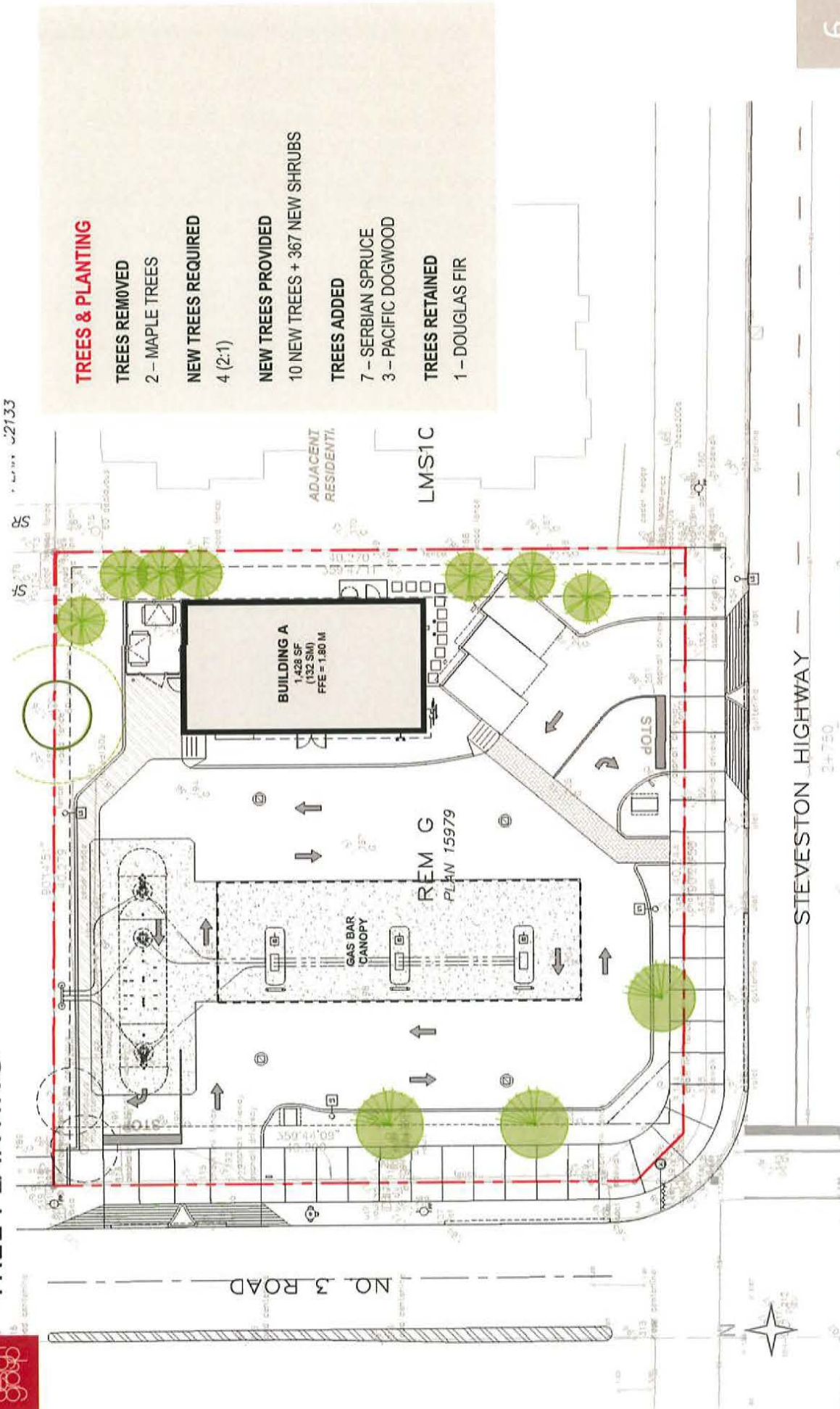


ACCESSIBILITY





TREE PLANTING



TREES & PLANTING

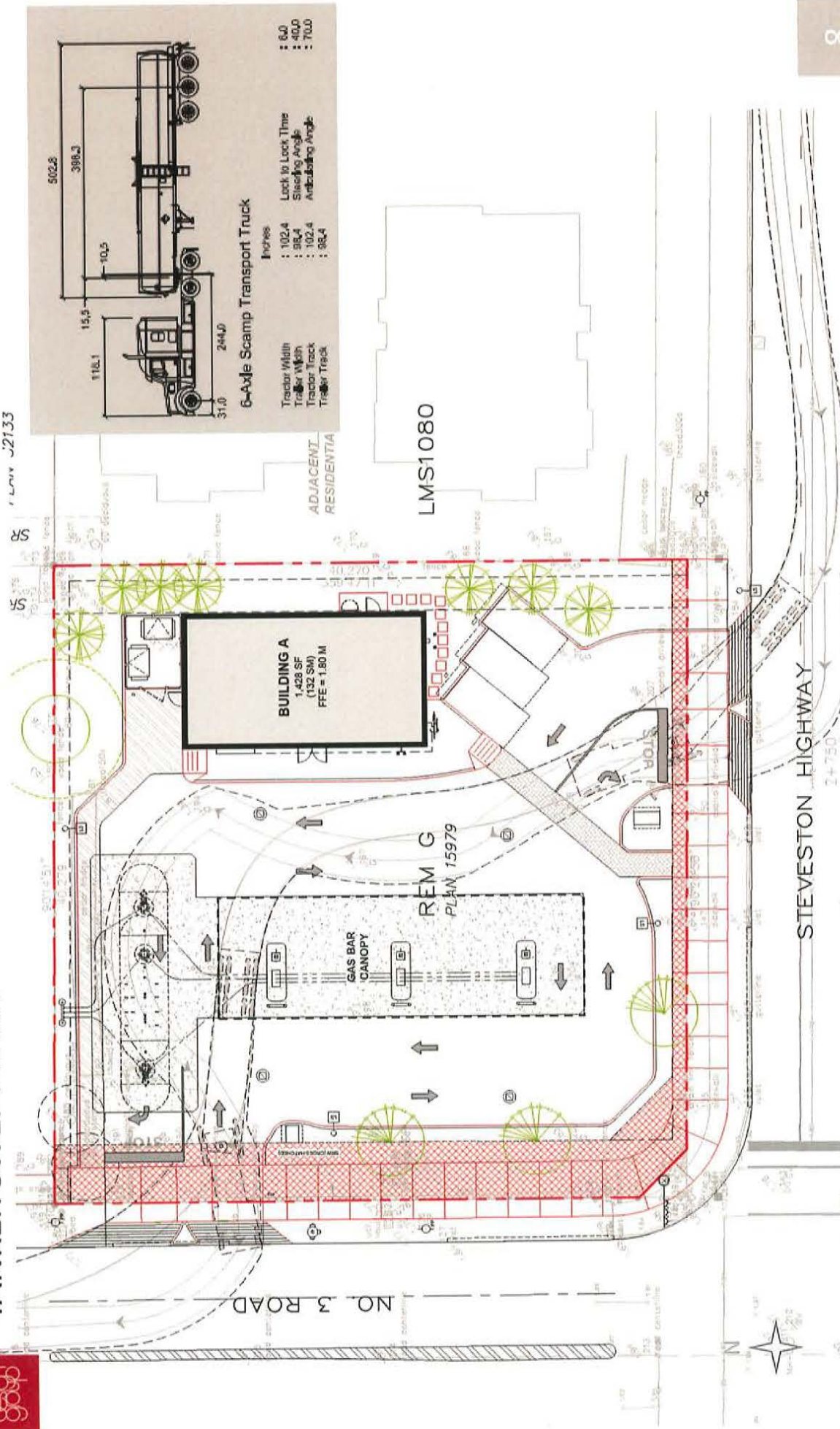
TREES REMOVED
2 - MAPLE TREES
NEW TREES REQUIRED
4 (2:1)
NEW TREES PROVIDED
10 NEW TREES + 367 NEW SHRUBS
TREES ADDED
7 - SERBIAN SPRUCE
3 - PACIFIC DOGWOOD
TREES RETAINED
1 - DOUGLAS FIR

CENTEX RICHMOND | 10980 NO. 3 RD, RICHMOND, BC

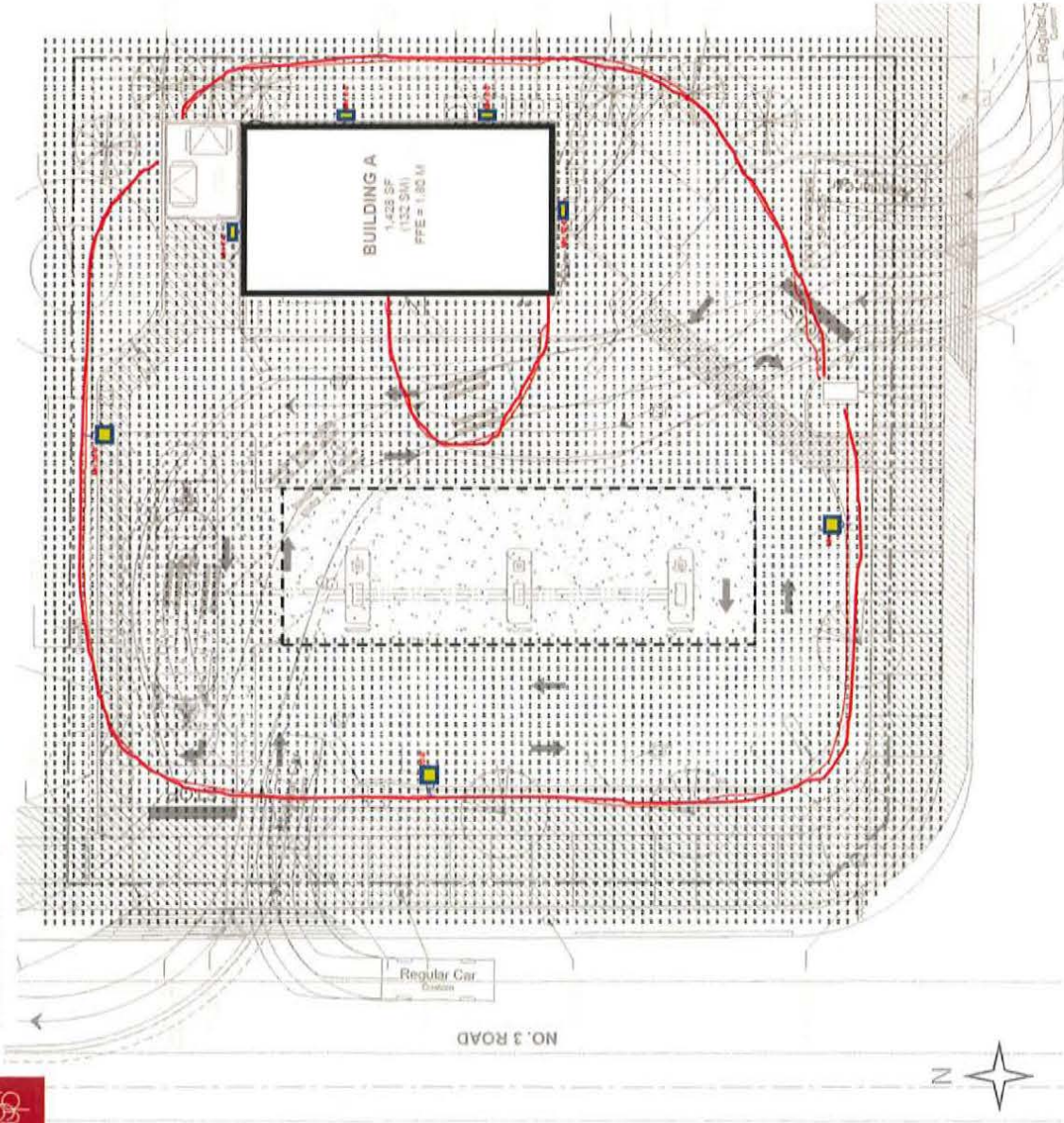
UDGA



TANKER SWEEP PATH



LIGHTING CONTROL



GENERAL PHOTOMETRIC SCHEDULE

AVERAGE FOOT-CANDLES	1.15
MAXIMUM FOOT-CANDLES	18.2
MINIMUM FOOT-CANDLES	0.0
MINIMUM TO MAXIMUM FC RATIO	0.00
MAXIMUM TO MINIMUM FC RATIO	18.19 / 0.00
AVERAGE TO MINIMUM FC RATIO	1.15 / 0.00

D-Series Size 1
LED Area Luminaire



d-series

Specifications

- EPK: 0.12 M (3600)
- Length: 22.71" (582)
- Width: 14.26" (362)
- Height HL: 7.88" (200)
- Height HD: 2.27" (58)
- Weight: 28 lbs (12.7kg)

WDGE2 LED
Architectural Wall Sconce
Visual Comfort Optic



Specifications

- Depth D1: 7"
- Depth D2: 1.5"
- Height: 6"
- Width: 11.5"
- Weight: 13.2 lbs



ELEVATIONS



CNCL - 282

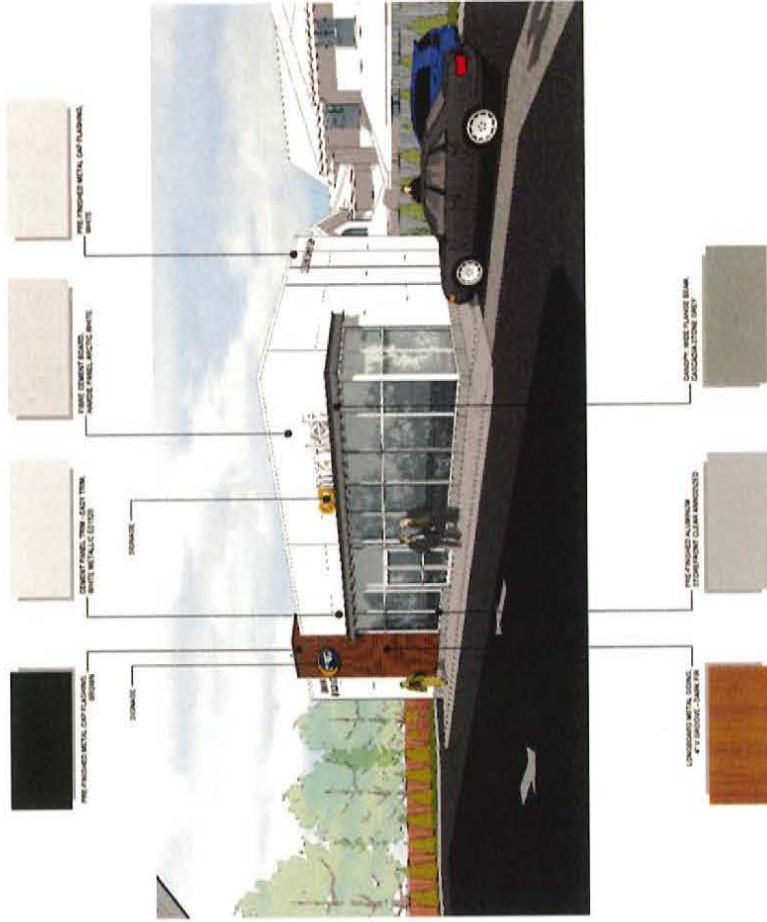
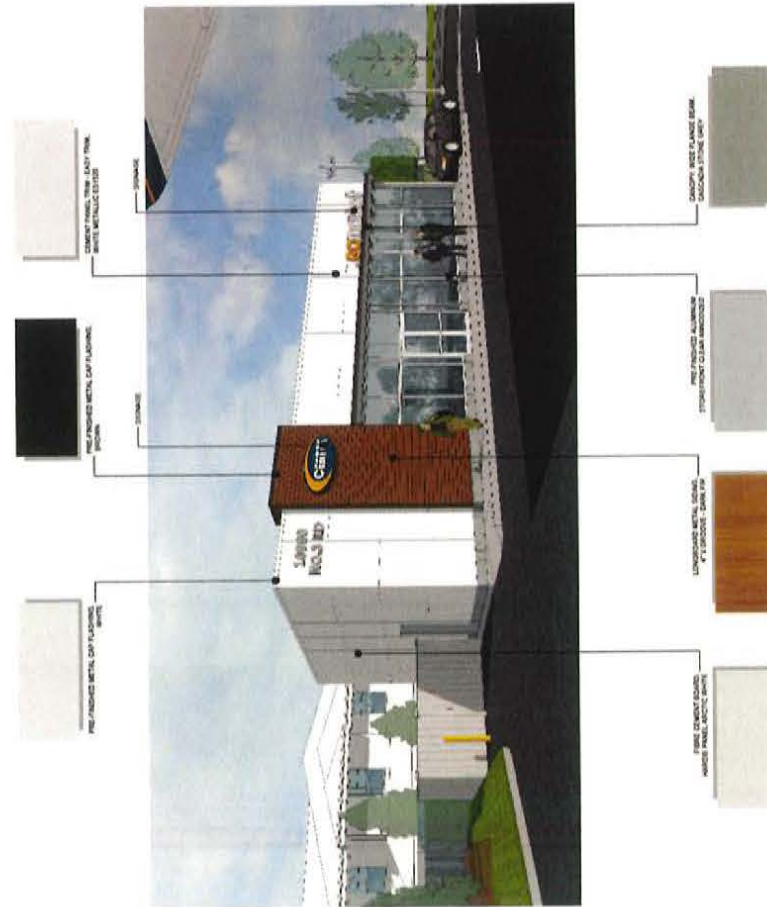
CENTEX RICHMOND | 10980 NO. 3 RD, RICHMOND, BC

UDGA



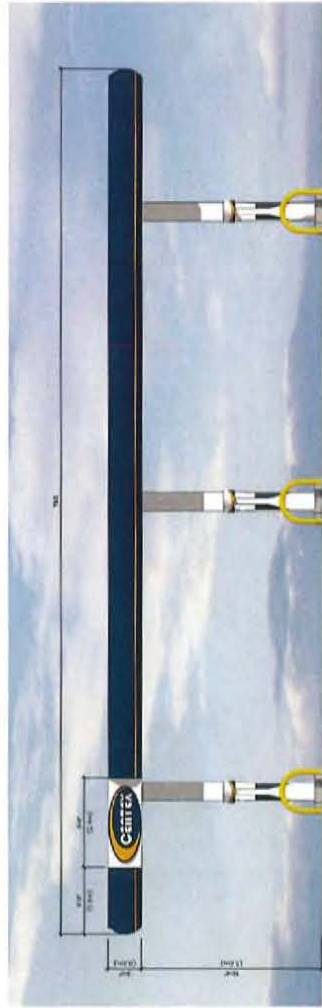
MATERIALS & FINISHES

CNCL - 283



CENTEX RICHMOND | 10980 NO. 3 RD, RICHMOND, BC

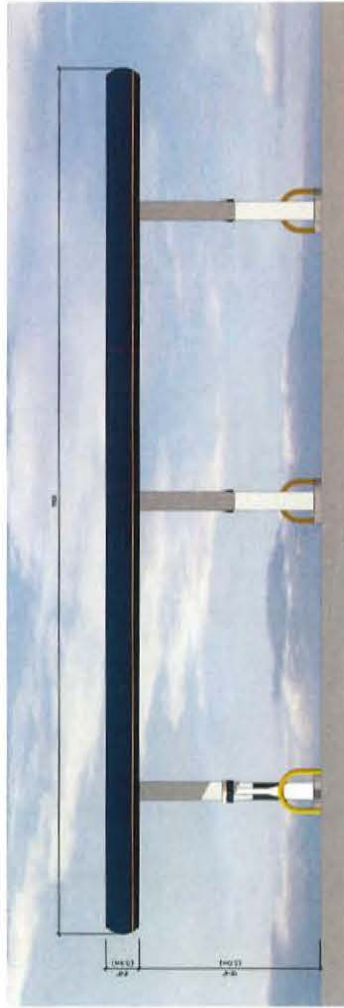
UDGA



GAS CANOPY ELEVATION 1
1/2" = 1'-0" (1:12)



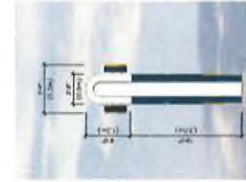
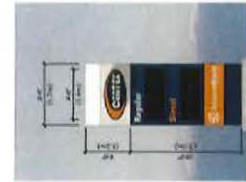
GAS CANOPY ELEVATION 2
1/2" = 1'-0" (1:12)



GAS CANOPY ELEVATION 3
1/2" = 1'-0" (1:12)



GAS CANOPY ELEVATION 4
1/2" = 1'-0" (1:12)



PART 1.01 - SIGNAGE	
1.01.01	1.01.01.01 SIGNAGE
1.01.01	1.01.01.02 SIGNAGE
1.01.01	1.01.01.03 SIGNAGE
1.01.01	1.01.01.04 SIGNAGE
1.01.01	1.01.01.05 SIGNAGE
1.01.01	1.01.01.06 SIGNAGE
1.01.01	1.01.01.07 SIGNAGE
1.01.01	1.01.01.08 SIGNAGE
1.01.01	1.01.01.09 SIGNAGE
1.01.01	1.01.01.10 SIGNAGE
1.01.01	1.01.01.11 SIGNAGE
1.01.01	1.01.01.12 SIGNAGE
1.01.01	1.01.01.13 SIGNAGE
1.01.01	1.01.01.14 SIGNAGE
1.01.01	1.01.01.15 SIGNAGE
1.01.01	1.01.01.16 SIGNAGE
1.01.01	1.01.01.17 SIGNAGE
1.01.01	1.01.01.18 SIGNAGE
1.01.01	1.01.01.19 SIGNAGE
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1.01.01	1.01.01.25 SIGNAGE
1.01.01	1.01.01.26 SIGNAGE
1.01.01	1.01.01.27 SIGNAGE
1.01.01	1.01.01.28 SIGNAGE
1.01.01	1.01.01.29 SIGNAGE
1.01.01	1.01.01.30 SIGNAGE
1.01.01	1.01.01.31 SIGNAGE
1.01.01	1.01.01.32 SIGNAGE
1.01.01	1.01.01.33 SIGNAGE
1.01.01	1.01.01.34 SIGNAGE
1.01.01	1.01.01.35 SIGNAGE
1.01.01	1.01.01.36 SIGNAGE
1.01.01	1.01.01.37 SIGNAGE
1.01.01	1.01.01.38 SIGNAGE
1.01.01	1.01.01.39 SIGNAGE
1.01.01	1.01.01.40 SIGNAGE
1.01.01	1.01.01.41 SIGNAGE
1.01.01	1.01.01.42 SIGNAGE
1.01.01	1.01.01.43 SIGNAGE
1.01.01	1.01.01.44 SIGNAGE
1.01.01	1.01.01.45 SIGNAGE
1.01.01	1.01.01.46 SIGNAGE
1.01.01	1.01.01.47 SIGNAGE
1.01.01	1.01.01.48 SIGNAGE
1.01.01	1.01.01.49 SIGNAGE
1.01.01	1.01.01.50 SIGNAGE

GAS BAR CANOPY

FREESTANDING SIGNAGE ELEVATIONS
1/2" = 1'-0" (1:12)

CENTEX RICHMOND | 10980 NO. 3 RD, RICHMOND, BC



SCALE & STREETSCAPE



CNCL - 285

CENTEX RICHMOND | 10980 NO. 3 RD, RICHMOND, BC

UDGA



SCALE & STREETSCAPE



CNCL - 286

CENTEX RICHMOND | 10980 NO. 3 RD, RICHMOND, BC

UDGA



SCALE & STREETSCAPE



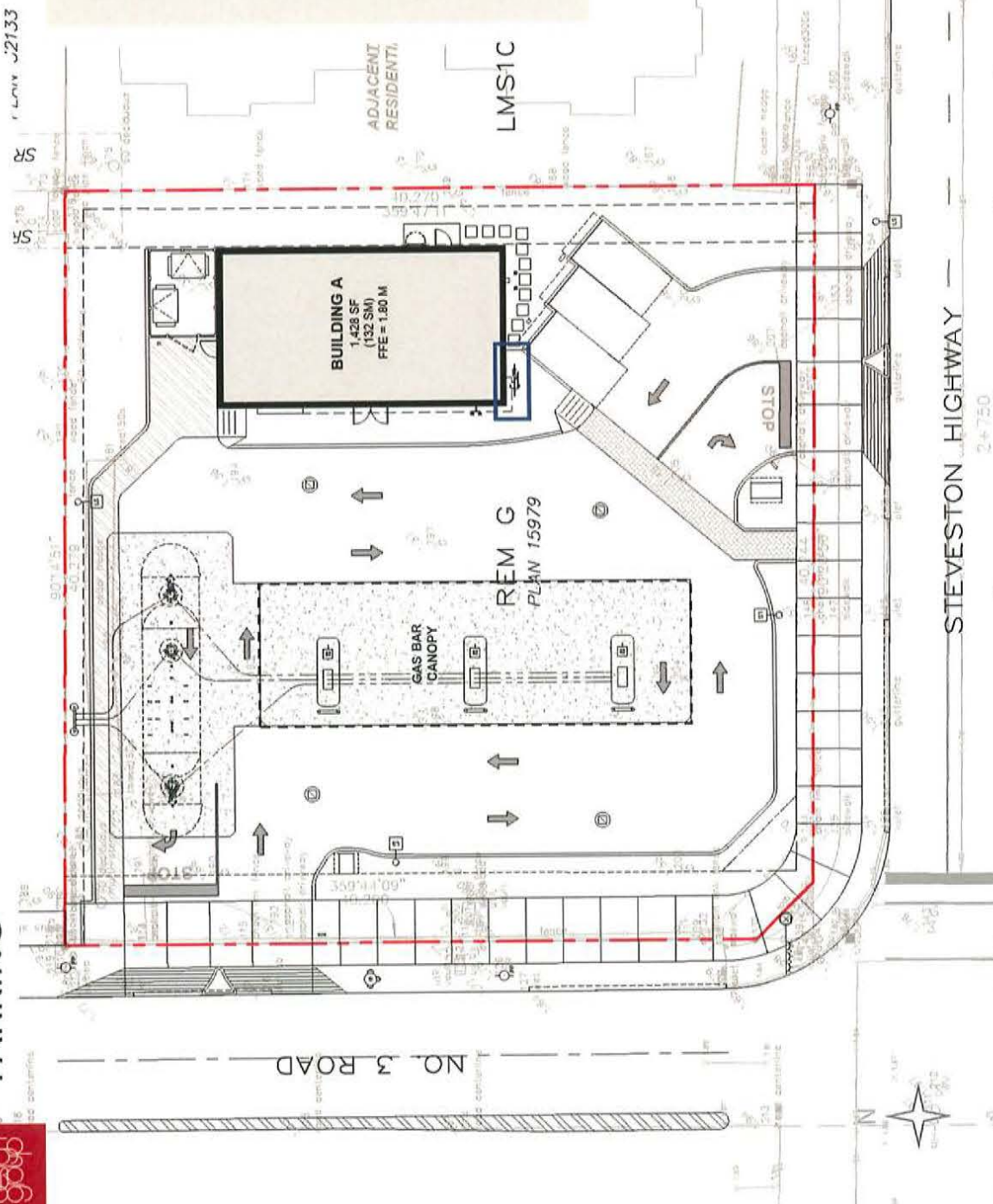
CNCL - 287

CENTEX RICHMOND | 10980 NO. 3 RD, RICHMOND, BC

UDGA



PARKING



PLAN J2133

ENVIRONMENTAL & PUBLIC SAFETY

1. UST
 - DOUBLE-WALLED FIBREGLASS
 - WATER/FUEL INFILTRATION MONITORING
2. FUEL DISPENSERS
 - MONITORING
 - EMERGENCY SHUT OFF
 - OVERFILL PREVENTION VALVES
 - HOSE BREAKAWAY VALVE
3. SPILL CONTAINMENT KIT
4. FUEL DELIVERY
 - VAPOUR RECOVERY SYSTEM

CENTEX RICHMOND | 10980 NO. 3 RD, RICHMOND, BC

STEVESTON HIGHWAY

UDGA



THANK YOU



CNCL - 290

CENTEX RICHMOND | 10980 NO. 3 RD, RICHMOND, BC

UDGA



Schedule 2 to the Minutes of
the Development Permit Panel
meeting held on Wednesday,
February 25, 2026

From: CityClerk
To: Rejs, Joshua; Hnatowich, James
Cc: Agawin, Rustico Romualdo
Subject: FW: 10980No.3 road
Date: Monday, February 23, 2026 1:03:06 PM

To Development Permit Panel	
Date:	FEB 25, 2026
Item #	1
Re:	DP 21-928686

-----Original Message-----

From: Calvin L <tvb604@icloud.com>
Sent: February 23, 2026 12:28 PM
To: CityClerk <CityClerk@richmond.ca>
Subject: 10980No.3 road

[You don't often get email from tvb604@icloud.com. Learn why this is important at
<https://aka.ms/LearnAboutSenderIdentification>]

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

To: Planning and Development Division
City of Richmond

Re: Development Permit Application – 10980 No. 3 Road (File No. DP 21-928686)

Dear Sir/Madam,

I am writing to formally express my opposition to the proposed Development Permit for 10980 No. 3 Road.

I have serious concerns regarding the approval of a gas and service station at this location. In particular, I am concerned about the potential impacts on traffic congestion and safety in the surrounding area. Increased vehicle volume, turning movements etc. in addition to, I am concerned about the environmental and health impacts, including air quality, noise levels and potential risks associated with fuel storage and operation.

I respectfully request that Council carefully reconsider this application before issuing the approval.

Regards
Law Tak W
Hung Shui P
10900 no 3 rd #18

Sent from my iPhone



Schedule 3 to the Minutes of
the Development Permit Panel
meeting held on Wednesday,
February 25, 2026

To Development Permit Panel
Date: FEB 25, 2026
Item #: 1
Re: DP 21-928686

From: Benjamin Gobert <benjamin.gobert@gmail.com>
Sent: Wednesday, February 25, 2026 2:37 PM
To: CityClerk
Cc: B Nepomuceno; Jason Wong; Jon Vegt; June Wong; Kostina Chow; Raymond Lu
Subject: Submission – Objection to DP 21-928686 (10980 No. 3 Road)
Attachments: Formal objection to development permit DP 21-928686.pdf

[You don't often get email from benjamin.gobert@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

City of Richmond Security Warning: This email was sent from an external source outside the City. Please do not click or open attachments unless you recognize the source of this email and the content is safe..

Dear City Clerk,

Please find attached a formal submission from the Garden Manor Strata (10900 No. 3 Road) regarding Development Permit DP 21-928686 for the proposed gas station at 10980 No. 3 Road.

This letter constitutes a formal objection to the proposed development and includes reference to documented historical environmental findings associated with the site. Supporting documents referenced in the letter are also attached for the City's review.

We respectfully request that this submission be included in the public record for DP 21-928686 and circulated to Council as part of the review process.

Please confirm receipt of this submission.

Sincerely,
Benjamin
On behalf of Garden Manor Strata Residents



PHOTOCOPIED
FEB 25 2026
& DISTRIBUTED

February 24th, 2026

Dear Mr. Hnatowich, Planning and Development Division

File: DP 21-928686/Subject Site: 10980 No. 3 Road

We write on behalf of the Garden Manor Strata (10900 No. 3 Road), a 20-unit townhouse complex immediately adjacent to the subject parcel formerly occupied by a Chevron service station.

This letter constitutes a formal objection to the proposed construction of a new gas station at 10980 No. 3 Road.

Our objection is grounded in documented site history, confirmed regulatory findings, environmental migration records, residential proximity, and land-use compatibility considerations.

1. Health and environmental hazards

The former Chevron station at 10980 No. 3 Road has a documented history of environmental contamination. Following decommissioning in 1994, extensive remediation was required over multiple years.

Strata Council minutes dated October 5, 2000 further record that portions of the Garden Manor property were described as "quite heavily contaminated by gas by-products."

Official records confirm that groundwater contamination migrated beyond the Chevron property line. In 2012, a formal Notification of Likely or Actual Offsite Migration was issued under the Environmental Management Act. Groundwater monitoring conducted that same year identified benzene concentrations exceeding British Columbia Drinking Water standards in monitoring wells adjacent to the site. Petroleum hydrocarbons exceeded Aquatic Life standards, and measurable vapour concentrations were recorded.

These records establish that documented contamination occurred at this site, that it migrated beyond the source parcel, and that provincial regulatory standards were exceeded. The environmental risk associated with underground fuel storage at this specific location is therefore historically documented.

In addition, the Agricultural Land Reserve boundary lies approximately 20 metres south of the subject site. Given the confirmed history of groundwater migration and regulatory exceedances, the proximity of this parcel to active agricultural land raises broader environmental considerations beyond the immediate residential interface.

More than two decades after the original contamination event, some residents continue to garden in raised planters rather than directly in soil due to historic contamination concerns. This reflects the lasting environmental stigma associated with the former gas station.

Reintroducing a gas station immediately adjacent to established homes would reasonably affect residential enjoyment, market perception, and long-term property confidence in the area.

5. Community character and official community plan alignment

The surrounding area consists primarily of established residential townhomes and lands within the Agricultural Land Reserve. The immediate context is low- to medium-density residential development adjacent to protected agricultural lands.

A high-intensity commercial fueling operation introduces continuous vehicle turnover, underground fuel storage infrastructure, tanker deliveries, lighting, and associated emissions immediately beside existing homes.

The Development Permit submission proposes reducing the required landscaping buffer from 3.0 metres to 2.1 metres in order to accommodate the station design. The need to reduce standard buffering requirements indicates site constraints and raises legitimate concerns regarding compatibility with adjacent residential uses.

Maintaining appropriate separation between intensive commercial uses and established homes is a fundamental planning principle. In our respectful submission, the proposed use is not well aligned with the established residential character of this area nor with long-term planning objectives intended to protect residential and agricultural interfaces.

Conclusion

The former Chevron site at 10980 No. 3 Road has a documented history of offsite groundwater contamination migration, exceedances of benzene under provincial Drinking Water standards, measurable vapour presence, and structural settlement impacts on neighbouring residential properties. The parcel is directly adjacent to established homes and approximately 20 metres from Agricultural Land Reserve.

Given this documented environmental record, the unusually close residential proximity, and the land-use compatibility concerns outlined above, approving Development Permit DP 21-928686 would reintroduce a high-intensity fueling operation at a site with proven environmental sensitivity and direct residential exposure.

For these reasons, we respectfully request that the City decline approval of the proposed gas station at 10980 No. 3 Road.

September 26, 2000: GeoPacific Consultants – Geotechnical Opinion (1/4)

October 5, 2000 01:19:12 PM

SUE AND BILL MAARTMAN

Page 1 of 6

OCT 05 '00 10:51 TO 2411650

FROM JANICE RUHL

T-034 P. 01

Strata LMS 1080
c/o Neil Filipek
at The Maples
8171 Steveston Highway
Richmond, B.C.
V7A 1M4

September 26, 2000

**Re: Geotechnical Opinion: Structural Damage at The Maples Townhouse Development
8171 Steveston Highway, Richmond, B.C.**

1.0 Executive Summary

The Maples townhouse development was completed in about 1993. The development consists of two level wood framed townhouse on concrete strip foundations constructed with slab-on-grade floors. Test hole information from the area indicate that The Maples property is underlain by compacted river sand fill over clay silt and then interbedded sands with some silt.

Owners of the units located along the west side of the Maples townhouse property (units 13 through 16) have reported cracking of ceramic floor tiles and exposed aggregate concrete patios located west of the units. Some cracking has also occurred in the garage floor slabs of the west facing units.

The site owned by Chevron Canada Limited and located west of The Maples property has been undergoing remediation to treat contaminated soil on their property. Past remedial activity has included soil removal and in situ treatment. The in situ treatment included the extraction of vapour and water from the ground. The owners of the effected units contend that the cracking of ceramic floor tile and outside patios began to occur subsequent to the initiation of the remediation program on the neighbouring Chevron property.

I have completed a review of the units which are adjacent to the Chevron property as well as those located further east of the Chevron property. The intensity of damage (cracks) appears to increase toward the Chevron property. Test holes drilled on the Maples property on behalf of Chevron indicate the Maples property is underlain by soft clayey silt. This surficial clayey silt, which underlies most of west Richmond, is known to be sensitive to well point dewatering since the dewatering causes suction pressures to develop in the clayey silt, drawing water out of it and causing consolidation.

I have reviewed documents supplied by Mr. Neil Filipek including correspondence between the owners of the Chevron property, Chevron Canada Limited, and the designers of the remediation program, Seacor Environmental. A letter from Seacor dated February 19, 1996 identified that "a high volume dewatering program could adversely affect foundations of neighbouring structures". Seacor recommended a well point type dewatering system for the project. Our experience with active pumping systems, such as the the well point dewatering systems implemented at the Chevron site, is that they can generate significant suction in fine grained soils resulting in greater settlement and damage than passive (sump pump type) dewatering systems.

It is my opinion that the excavation work carried out on the adjacent Chevron site is unlikely to have resulted

September 26, 2000: GeoPacific Consultants – Geotechnical Opinion (3/4)

October 5, 2000 01:19:12 PM

SUE AND BILL MAALIMAN

Page 3 of 6

OCT 05 '00 10:52 TO 2411650

FROM JUSTICE PUBLIC

1-834 P.03

3.0 Development History at the Site

The following is the sequence of development understood to have taken place at the Maples townhouse site and the adjacent site owned by Chevron Canada Limited:

The Maples townhouse development was constructed in the spring to summer of 1993 and completed by about February 23, 1994.

Chevron Canada operated a service station at their property located at the corner of Steveston Highway and No. 3 Road until November 1994 when the site was decommissioned.

Chevron Canada installed a soil vapour and groundwater extraction system to assist in remediation of the site in the summer of 1996 and had the system in operation until at least the end of 1998, though it appears that dewatering was terminated at the north end of the site on about June 26, 2000.

The owners of units 13 through 16 at the Maples townhouse development began to notice cracking of patio slabs, garage slabs since about the spring of 1999 and more recently, since about March of this year, cracks have begun to appear in ceramic floor tile in the kitchens of units 13 through 16

4.0 Site Description and Subsurface Conditions

The subject property is located on the north side of Steveston Highway, west of No. 3 Road in Richmond, B.C. The site is essentially level and there is evidence that grade has been raised above pre-development grades. As noted above, the site is improved with existing at grade townhouse buildings and associated paved access ways, parking, concrete sidewalks and concrete patio slabs. Test holes advanced by Seacor, along the west side of units 13 through 16 indicate the site is underlain by 1 to 1.5 metres of sand fill over native soils consisting of 1 to 3 metres of clay silt over fine to medium grained sand. The well points installed on the Chevron site were screened in the sand layer.

The clay silt is described as soft to very soft and grey. It is unclear if the buildings were pre-loaded in advance of construction from the information available to me. My experience as a Geotechnical Engineer, having worked on many projects in the City of Richmond, is that the soft surficial clay silt which is pervasive in west Richmond is normally consolidated and thus will undergo consolidation settlement if subject to a higher stress level than that which was present prior to development.

5.0 Detailed Property Survey

6.0 Opinion

7.0 Closure

The opinions expressed herein are based on analyses that have been carried out and my expertise and experience in geotechnical engineering. In preparing these opinions I have relied upon my site observations, information contained in the plaintiffs and defense affidavits and geotechnical reports prepared by this office and by others. I trust that the information is presented in a manner that is both descriptive and communicative however if you require further details or require clarification of the above, please do not hesitate to call.

**MINUTES OF THE STRATA COUNCIL MEETING
GARDEN MANOR – STRATA CORPORATION NWS
Held on October 5, 2000**

The meeting was called to order at 8:05 p.m. by Chairperson, Bill Maartman and the agenda were to discuss Seacor Environmental's letters.

Present were: Tam Brooks Bill Maartman Chairperson
Ed Lay

MINUTES

The minutes of the Council Meeting of April 18, 2000 were reviewed and on motion by Tam Brooks, seconded by Ed Lay and passed, these minutes were approved as circulated.

OLD BUSINESS

1. Update re: Chevron Station Clean-up

Discussion of The Maples emergency meeting on the Chevron Site.

The Maples meeting was attend by Ed Lay, Donna Pearson and Bill Maartman, representing Garden Manor.


At this meeting a Geotechnical Engineer presented an outline of the damage to The Maples complex due to the removal of water from the ground water table and the settlement of the ground under the buildings and landscape around the buildings.

A large cone of clay material that the water underground lies in, and a fast removal of this water to quickly results in settlement of this clay shelf causing surface damage. To date no owners of Garden Manor complex have advised us of any damage to their units from this remediation project. The damage that all units have, was assumed as a result of The Admiral Walk complex being build across No. 3 Road from us and the vibrations from heavy vehicles travelling up and down No. 3 Road.

Also discussed was methods of removing the contaminates in the gas by-products from the ground water. Other methods of removal were discussed.

2012: BC Ministry of Environment – Notification of Likely or Actual Offsite Migration (1/6)

Version 6.0

 BRITISH COLUMBIA	Ministry of Environment	NOTIFICATION OF LIKELY OR ACTUAL MIGRATION	Land Remediation Section PO Box 9342 Stn Prov Govt Victoria B.C. V8W 0M1 Telephone: (250) 387-1441 Fax: (250) 387-8897
--	-------------------------	---	--

Sections 57 and 60.1 of the Environmental Management Act's Contaminated Sites Regulation require a responsible person who carries out independent remediation or a site investigation and who knows that one or more substances has migrated or is likely to have migrated to a neighbouring parcel and is or is likely causing contamination to notify the person or persons who own the neighbouring parcel in writing and submit a copy of the notification to the Director of Waste Management, within 15 days after the responsible person becomes aware of the migration or likely migration to the neighbouring parcel. Note that "affected parcel" is defined as a parcel which is contaminated by the migration of substances from a neighbouring parcel.

Information for Affected and Likely Affected Parcels

Owner Name Manor Gardens Strata Council (Mr. Ceasar Madarang, Strata Council Member)			
Parcel address	Number and Street	Unit 20 – 10900 No.3 Road	
	City	Richmond	Province BC
	Country	Canada	Postal Code V7A 1X1
	Phone	604-839-0806	Fax
Parcel Civic Address or Location (i.e., nearest roadway): 10900 No.3 Road, Richmond			
Parcel PID or PIN (if applicable): 000-981-079		Parcel Site ID number (if applicable):	
Latitude and Longitude for Centre of Parcel:			
	Latitude	Degrees 49 Minutes 08 Seconds 02 N	
	Longitude	Degrees 123 Minutes 08 Seconds 10 W	
Type(s) of utility affected(if applicable, e.g. sewer, telephone, electrical): N/A			
Does this parcel have likely or actual high risk conditions (as described under the Act's Protocol 12) associated with the likely or actual migration of substances from the source parcel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Please include a separate sketch plan with this form for this parcel.			

Owner Name			
Parcel address	Number and Street		
	City		Province
	Country		Postal Code
	Phone		Fax
Parcel Civic Address or Location (i.e., nearest roadway):			
Parcel PID or PIN (if applicable):		Parcel Site ID number (if applicable):	
Latitude and Longitude for Centre of Parcel:			
	Latitude	Degrees	Minutes Seconds
	Longitude	Degrees	Minutes Seconds
Type(s) of utility affected(if applicable, e.g. sewer, telephone, electrical):			
Does this parcel have likely or actual high risk conditions (as described under the Act's Protocol 12) associated with the likely or actual migration of substances from the source parcel? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Please include a separate sketch plan with this form for this parcel.			

Please add additional pages if more than two affected or likely affected parcels have been identified.

2012: BC Ministry of Environment – Notification of Likely or Actual Offsite Migration (3/6)

Section I Notification Trigger

Check the following items as applicable. Likely or actual migration of substances from the source parcel was identified during:

Independent remediation (Section 57, Contaminated Sites Regulation)*

Site Investigation (Section 60.1, Contaminated Sites Regulation)

* You must also complete and submit a notification of independent remediation. The form is available on the ministry's web site at: <http://www.env.gov.bc.ca/epd/remediation/forms/>.

Section II Land Description of Source Parcel

Site ID Number (if known) 1801

PID 003-469-834 or PIN

Legal Description Parcel "G" (Reference Plan 15979) Section 33 Block 4 North Range 6 West Nwd

Latitude Degrees 49 Minutes 08 Seconds 01 N

Longitude Degrees 123 Minutes 08 Seconds 20 W

Site Civic Address or Location Street 10980 No.3 Road

(i.e., nearest roadway) City Richmond Postal Code V7A 2K6

Section III Property Owner and/or Operator (Source Parcel)

Name Chevron Canada Ltd

Address Number and Street 1200 - 1050 West Pender Street

City Vancouver Province/State BC

Country Canada Postal /Zip Code V6E 3T4

Phone 604-668-5569 Fax 604-668-5369

Include both a site plan and a Land Title record.

Section IV Environmental Consultant / Agent Contact (if applicable)

Name SLR Consulting (Canada) Ltd

Address Street 200 - 1620 West 8th Avenue

City Vancouver Province/State BC

Country Canada Postal /Zip Code V6J 1V4

Phone 604-738-2500 Fax 604-738-2508

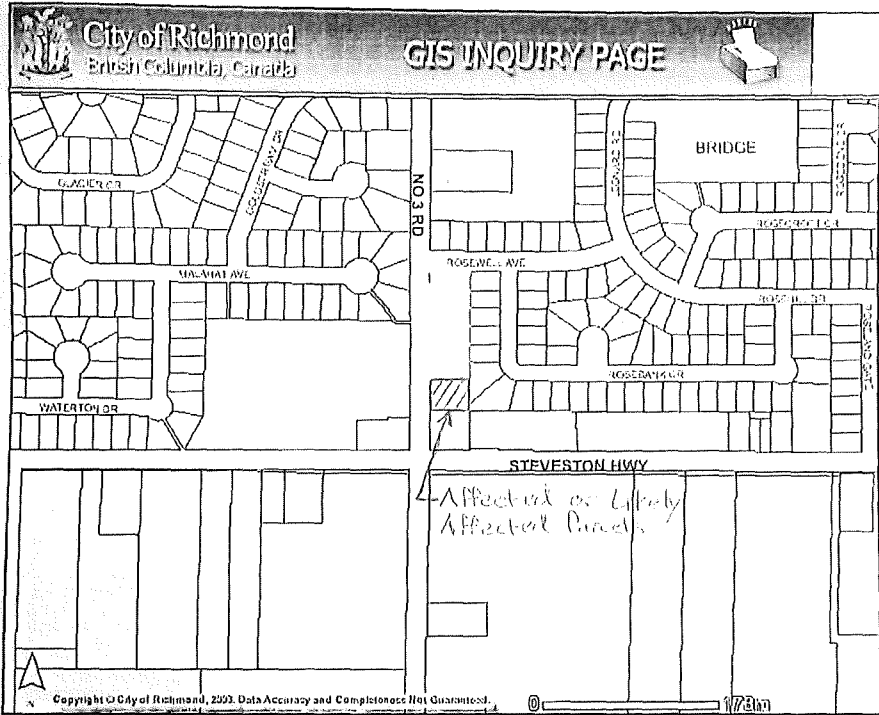
Section V Confirmed or Suspected Source of Contamination (e.g. leaking underground storage tank)

Former gasoline station activities

2012: BC Ministry of Environment – Notification of Likely or Actual Offsite Migration (5/6)

GIS Inquiry Print Page

Page 1 of 1



City of Richmond Property Information

Address: Unit 20-10900 No 3 Rd
 Richmond Key: 16360
 Lot: 20
 Zoning: RTL1
 FCL: 2.9m GSC - Area A
 ALR: No Heritage; No HAP Required; No RAR; No NEF; No Latecomer's Agreement: No
 Parcel Area: 0 sq.m.
 BCAA Legal: 20 SEC 33 BLK4N RG6W PL NWS5 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.

Roll: 074405020
 SEC: 33-4-6
 OCP SCH:
 Rights of Way: 32134

PID: 000-981-168
 PL: NWS5
 Sewer Area: WEST
 Recycling Pick up Day: WEDNESDAY

Assessments

Gross Taxes: \$1,634.74	Parcel Area: 0 sq.m.	
Gross Land: \$356,000.00	Gross Improvement: \$47,000.00	Gross Total: \$403,000.00
Net Land: \$356,000.00	Net Improvement: \$47,000.00	Net Total: \$403,000.00

Disclaimer
 GIS information is provided as a public resource for general information purposes only. The information shown on this map is compiled from various sources and the City makes no warranties, expressed or implied, as to the accuracy or completeness of the information. Users are reminded that lot size and legal description must be confirmed at the Land Title office in New Westminster. These maps are NOT a legal document, and is published for information and convenience purposes only.
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2012: SLR Consulting – Groundwater Investigation Report (1/5)



December 20, 2012

Manor Gardens Strata Council
c/o Mr. Cesar Madarang, Strata Council Member
Unit #20 – 10900 No. 3 Road
Richmond, BC V7A 1X1

Project No.: 201.00591 00004

Dear Mr. Madarang,

RE: GROUNDWATER INVESTIGATION AT 10900 NO. 3 ROAD, ADJACENT TO 10980 NO. 3 ROAD, RICHMOND, BC

On behalf of Chevron Canada Limited (Chevron), SLR Consulting (Canada) Ltd. (SLR) completed a groundwater investigation of existing wells located at 10900 No. 3 Road, Richmond, BC in April, July and November, 2012. The objective was to assess groundwater conditions since the last monitoring and sampling program in 2008.

This report summarizes the findings of the groundwater sampling program. Data summary tables, a site plan (Drawing 1), and detailed analytical chemistry reports follow the text for reference.

SCOPE OF WORK

All work was carried out in accordance with Chevron's "Environmental Scope of Work, version 5.0 October 2002", Chevron's "Independent Contractor Health, Environment and Safety Guidelines", SLR's standard field procedures and as per our work plan approved by Chevron.

The scope of work conducted for the groundwater program is summarized below:

- A site- and task-specific Health and Safety Plan was completed.
- In advance of each program at 10900 No. 3 Road, SLR obtained access permission from property owners to conduct groundwater monitoring and sampling
- On April 17, 2012, two groundwater wells were monitored for well headspace vapour level (HSVL) and depth to groundwater and collected groundwater samples from two monitoring wells for select analysis.
- On July 5, 2012, five groundwater wells were monitored for well headspace vapour level (HSVL) and depth to groundwater and collected groundwater samples from five monitoring wells for select analysis.
- On November 1, 2012, four groundwater wells were monitored for well headspace vapour level (HSVL) and depth to groundwater and collected groundwater samples from four monitoring wells for select analysis.
- Chemistry results were reviewed and this update letter of the results was prepared



SLR Consulting (Canada) Ltd. 100 - 6630 West 29th Avenue, Suite 100, Richmond, BC V6V 2E9

1 604 273 8888

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2012: SLR Consulting – Groundwater Investigation Report (3/5)

Chevron Canada Ltd.
10900 No. 3 Road Update of Results (2012)

SLR Ref: 201 00591 00004
December 2012

FIELD METHODOLOGIES

The various field monitoring and sampling methodologies used by SLR to conduct this work are provided in Appendix A.

INVESTIGATION RESULTS

Groundwater monitoring wells were monitored (two on April 17, five on July 5 and 6 and four on November 1, 2012) for head-space vapour levels (HSVL), depth to groundwater. Field observations are summarised in Table 1. The highest vapour level was 4730 ppmv found in BH86 on November 1, 2012 and the lowest vapour level was less than detection limit (LTDL) in BH41 on April 17, 2012. The average depth to groundwater was 0.96 metres below grade (mbg) in April 2012, 1.34 mbg in July 2012 and 0.89 mbg in November 2012.

Groundwater samples were analysed for hydrocarbon and/or metals analyses and a summary of results is as follows:

- BH41 in April 2012 – Benzene and ethylbenzene exceeded CSR DW standards and LEPHw exceeded CSR AWM and AWF standards.
- BH71 in July 2012 – Aluminium, arsenic, iron and zinc exceeded CSR AWM, AMF, DW and/or IW standards.
- BH72 in April 2012 – Ethylbenzene exceeded CSR DW standards and VPHw and LEPHw exceeded CSR AWM and AWF standards, arsenic and iron exceeded CSR DW and/or IW standards.
- BH73 in July 2012 – LEPHw exceeded the CSR AWM and AWF standards.
- The remaining samples analysed were less than the applicable CSR standards.

The groundwater analytical results are summarized in Tables 1 to 4. Analytical chemistry reports are included in Appendix B.

QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

A quality assurance and quality control (QA/QC) program was followed to ensure that the sampling and analytical data were interpretable, meaningful and reproducible. ALS Laboratory Group (ALS) of Burnaby BC analyzed the samples. ALS is a Canadian Association of Laboratory Accreditation Inc (CALA) accredited laboratory that uses the MOE recognized methods to conduct laboratory analyses. As conveyed by the laboratory, method blanks, control standards samples, certified reference material (CRM) standards, method spikes, replicates, duplicates and instrument blanks are routinely analyzed as part of their QA/QC programs.

As an internal quality control the project laboratory routinely reports the results of the laboratory duplicate analyses. The results of the laboratory QA/QC are reported in the laboratory certificates provided in Appendix B. SLR verified that the laboratory internal QA/QC results fell within the laboratory self-specified acceptance criteria.

Based on these QA/QC results, it is SLR's opinion that the data collected from the investigation can be relied upon.

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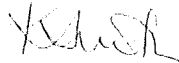
2012: SLR Consulting – Groundwater Investigation Report (5/5)

Chevron Canada Ltd.
10900 No. 3 Road Update of Results (2012)

SLR Ref: 201 00591 00004
December 2012

We trust this meets your needs. If you have any questions or require clarification, please contact the undersigned.

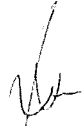
Yours sincerely
SLR Consulting Limited



Kate Smith, B.Env.Sc.
Environmental Scientist



Mark White, B.Sc. Env., P.Ag.
Environmental Scientist



Jackie Smith, M.A.Sc., R.P.Bio., P.Ag.
Senior Project Manager

cc: Kristi Thornhill, Chevron Canada Limited

Enc Drawing 1 – Site Plan
Tables 1 through 4
Appendix A: SLR Field Methodology
Appendix B: Analytical Chemistry Reports

W:\CLIENT FILES\Chevron\201.00591 No.3 Rd and Steveston Hwy Richmond\REPORTS\2012\3rd Party Results Letters\10900 No.3 Rd Results Letter\2012Dec - GW Results Ltr for 10900 No.3 Rd.doc

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To: Richmond City Council

Date: February 23, 2026

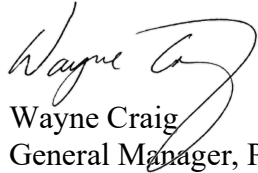
From: Wayne Craig
Chair, Development Permit Panel

File: DV 24-012933

Re: Development Permit Panel Meeting Held on June 11, 2025

Staff Recommendation

That the recommendation of the Panel to authorize the issuance of Development Variance Permit (DV 24-012933) for the properties at 12791/12951 Blundell Road, be endorsed and the Permit so issued.



Wayne Craig
General Manager, Planning and Development

Panel Report

The Development Permit Panel considered the following item at its meeting held on June 11, 2025.

DV 24-012933 – DAGNEAULT PLANNING CONSULTANTS LTD. – 12791 AND 12951 BLUNDELL ROAD

(June 11, 2025)

The Panel considered a Development Variance Permit (DVP) to vary the provisions of Richmond Zoning Bylaw 8500 to facilitate a proposed lot line adjustment and the retention of existing agricultural buildings:

- increase the maximum cumulative lot coverage for agricultural buildings with an impermeable surface floor sunk into, at or below the natural grade of the site from 750 m² to 2,108.3 m²;
- reduce the minimum interior side yard setback for agricultural buildings and structures from 4.5 m to 0.1 m; and
- reduce the minimum lot area from 2.0 ha to 1.609 ha for Proposed Lot B.

The applicant's consultant, Bruce McTavish, of McTavish Resource and Management Consultants Ltd., provided a brief visual presentation highlighting:

- The subject properties are currently used for farming operations, storage and winery and processing facilities.
- The subject properties are currently oriented north-south. The proposed lot line adjustment would reconfigure the lots to an east-west orientation with each parcel having access to Sidaway Road (i.e., Lot A on the north and Lot B on the south).
- The proposed subdivision/lot line adjustment would ensure permanent access to the existing winery and processing facility at 12791 Blundell Road from Sidaway Road, should the property at 12951 Blundell Road be sold in the future.
- There is no net loss to agriculture and agricultural productive capability as a result of the proposed subdivision.
- The proposed variances would retain existing agricultural buildings on the subject properties, allow their continued use and formalize non-conforming structures that are essential to the agricultural operations.

In reply to queries from the Panel, Brian Dagneault, of Dagneault Planning Consultants Ltd., noted that (i) the building on the south adjacent to Blundell Road is the owner's residence and the existing access to this residence is not suitable for agricultural use, and (ii) the proposed subdivision will ensure the long-term viability of the farm and manufacturing operations on the subject site.

In reply to queries from the Panel, staff confirmed that (i) no net new lots are created as a result

of the proposed subdivision/lot line adjustment and there would be no net increase in development potential, (ii) there is opportunity for the proposed Lot B on the north to be developed in the future consistent with the Zoning Bylaw for “Agriculture (AG1)” zoned properties, (iii) the variances only apply to existing buildings and structures on the subject site, and (iv) the applicant is required to submit Building Permit applications for existing non-permitted buildings as one of the conditions for approval of the DVP. The applicant has since submitted the required Building Permit application to the City.

With regard to the proposed variance to increase the maximum cumulative lot area for impervious surfaces for agricultural buildings on the subject site, staff noted that (i) the agricultural buildings on the subject site were constructed several years prior to the introduction of the bylaw requirement on limits to the use of concrete for agricultural buildings, (ii) the proposed variance would legitimize these structures, and (iii) the applicant will register a covenant on Title prohibiting the use of the buildings on-site for medical or non-medical cannabis production prior to the issuance of the DVP.

The Panel expressed support for the application, noting (i) the applicant’s long-term planning for the subject site, (ii) the applicant’s intention to ensure the long-term viability of the farm and manufacturing operations on the site, and (iii) there would be no net increase in the development potential of the site as a result of the subject application.

The Panel recommends the Permit be issued.

From: [Alex Sagert](#)
To: [CityClerk](#)
Subject: Re: Delegation
Date: March 3, 2026 3:06:30 PM

Further to my request to appear as a non-agenda delegation at the March 9 Council meeting, please see the requested summary of my presentation and the specific action I will be requesting from Council.

Summary of Presentation:

My presentation will address ongoing public safety concerns at Brighthouse Park Pavilion. I will be speaking about repeated concerns raised by residents regarding safety conditions in and around the park, including a recent violent incident that has heightened community concern. My remarks will highlight the need for the City to take immediate and proactive steps to ensure this public space remains safe for families, seniors, youth, and all residents who use the park.

Requested Action:

As a top priority, I am requesting that the City immediately pause any new bookings, permits, or scheduled activities at Brighthouse Field until a proper safety solution is identified and implemented.

Alex Sagert
