



**City Council**

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

**Tuesday, April 23, 2019  
7:00 p.m.**

Pg. #      ITEM

**MINUTES**

**1.    *Motion to:***

**CNCL-12      (1)    adopt the **minutes** of the Regular Council meeting held on April 8, 2019; and**

**CNCL-24      (2)    adopt the **minutes** of the Regular Council meeting for Public Hearings held on April 15, 2019.**



**AGENDA ADDITIONS & DELETIONS**

**COMMITTEE OF THE WHOLE**

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



**3.    Delegations from the floor on Agenda items.**

**PLEASE NOTE THAT FOR LEGAL REASONS, DELEGATIONS ARE NOT PERMITTED ON ZONING OR OCP AMENDMENT BYLAWS WHICH ARE TO BE ADOPTED OR ON DEVELOPMENT PERMITS/DEVELOPMENT VARIANCE PERMITS – ITEM NO. 20.**

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
- Imperial Parking Canada Corporation Contract Renewal
- Homeless Camps in Hamilton
- Application for a New Food Primary Liquor Licence with Patron Participation Entertainment Endorsement for Karaoke and Extended Hours From 1091919 BC Ltd., at 3300 – 4000 No. 3 Road
- 2019 Annual Property Tax Rates Bylaw
- Land use applications for first reading (to be further considered at the Public Hearing on May 21, 2019):
  - 8620 and 8660 Beckwith Road – Temporary Commercial Use Permit to allow non-accessory parking (City of Richmond – applicant)
  - City Centre Area Plan – OCP and Rezoning to protect the airspace for a possible new future south runway (Vancouver Airport Authority – applicant)
- ICBC-City of Richmond Road Improvement Program- 2019 Update
- Annual Report 2018: Recycling and Solid Waste Management – Building Momentum Towards 80% Diversion
- Mitchell Island Environmental Stewardship Initiatives
- Water Meter Program and Sewer Rate Update

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



## Council Agenda – Tuesday, April 23, 2019

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### 6. COMMITTEE MINUTES

*That the minutes of:*

- CNCL-29 (1) the **Community Safety Committee** meeting held on April 9, 2019;  
CNCL-36 (2) the **General Purposes Committee** meeting held on April 15, 2019;  
CNCL-49 (3) the **Special Finance Committee** meeting held on April 15, 2019;  
CNCL-51 (4) the **Planning Committee** meeting held on April 16, 2019;  
CNCL-60 (5) the **Public Works and Transportation Committee** meeting held on April 17, 2019;

*be received for information.*



Consent  
Agenda  
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### 7. IMPERIAL PARKING CANADA CORPORATION CONTRACT RENEWAL

(File Ref. No. 12-8060-01) (REDMS No. 6023553 v. 5; 4214152)

CNCL-64

**See Page CNCL-64 for full report**

#### COMMUNITY SAFETY COMMITTEE RECOMMENDATION

- (1) *That the City enter into a five year-renewal contract (2019-2023) with Imperial Parking Canada Corporation, as outlined in the staff report titled, “Imperial Parking Canada Corporation Contract Renewal”, dated March 19, 2019, from the General Manager, Community Safety; and*
- (2) *That the General Manager of Community Safety be authorized to execute the contract with Imperial Parking Canada Corporation.*



Consent  
Agenda  
Item

### 8. HOMELESS CAMPS IN HAMILTON

(File Ref. No.)

CNCL-33

**See Page CNCL-33 for full report**

#### COMMUNITY SAFETY COMMITTEE RECOMMENDATION

*That staff be directed to conduct a public meeting with Hamilton area residents regarding the homeless camp as soon as possible.*



9. **APPLICATION FOR A NEW FOOD PRIMARY LIQUOR LICENCE WITH PATRON PARTICIPATION ENTERTAINMENT ENDORSEMENT FOR KARAOKE AND EXTENDED HOURS FROM 1091919 BC LTD., AT 3300 - 4000 NO. 3 ROAD**  
(File Ref. No. 12-8275-30-001) (REDMS No. 6150172 v. 2)

CNCL-111

See Page CNCL-111 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

- (1) *That the application from 1091919 BC Ltd, operating at 3300 – 4000 No. 3 Road, requesting a Food-Primary Liquor Licence with Entertainment Endorsement for Patron Participation to enable karaoke at the establishment, be supported;*
- (2) *That a letter be sent to Liquor and Cannabis Regulation Branch advising that:*
  - (a) *Council supports the application for a Food Primary Liquor Licence with:*
    - (i) *Patron Participation Entertainment Endorsement which ends at Midnight;*
    - (ii) *hours of liquor service, Monday to Sunday, from 9:00 AM to 2:00 AM;*
  - (b) *person capacity will be set at 120 seats and 20 staff for total capacity of 140 persons;*
- (3) *Council's comments on the prescribed criteria (Section 71 of the Liquor Control and Licensing Regulations) are as follows:*
  - (a) *the potential for additional noise and traffic in the area was considered;*
  - (b) *the impact on the community was assessed through a community consultation process;*
  - (c) *given that this business is new, there is no history of non-compliance with the operation, the addition to permit patron participation entertainment endorsement under the Food Primary Liquor Licence should not change the establishment such that it is operated contrary to its primary purpose;*
  - (d) *as the operation of a licenced establishment may affect nearby residents, businesses and property owners, the impact assessment was conducted through the City's community consultation process as follows:*



- (i) *residents, businesses and property owners within a 50 meter radius of the subject property were notified by letter. The letter provided information on the application with instructions on how to submit comments or concerns; and*
- (ii) *signage was posted at the subject property and three public notices were published in a local newspaper. The signage and public notice provided information on the application with instructions on how comments or concerns could be submitted;*
- (e) *Council's comments and recommendations respecting the view of the residents, businesses and property owners are as follows:*
  - (i) *the community consultation process was completed as part of the application process; and*
  - (ii) *that based on the number of letters sent and the few opposed responses received and significant supporting responses received from all public notifications, Council considers that the approval of this application is acceptable to the majority of the residents, businesses and property owners in the area and the community;*
- (f) *Council recommends the approval of the Food Primary Liquor Licence with patron participation entertainment for the reasons that the application is acceptable to the majority of the residents, businesses and property owners in the area and the community.*



Consent  
Agenda  
Item

10. **2019 ANNUAL PROPERTY TAX RATES BYLAW**  
(File Ref. No. 12-8060-20-010016) (REDMS No. 6152233 v. 4; 6151947)

CNCL-124

See Page CNCL-124 for full report

FINANCE COMMITTEE RECOMMENDATION

*That the Annual Property Tax Rates (2019) Bylaw No. 10016 be introduced and given first, second and third readings.*



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11. **APPLICATION BY THE CITY OF RICHMOND FOR A TEMPORARY COMMERCIAL USE PERMIT AT 8620 AND 8660 BECKWITH ROAD**

(File Ref. No. TU 18-841880) (REDMS No. 6139926)

CNCL-140

See Page CNCL-140 for full report

PLANNING COMMITTEE RECOMMENDATION

- (1) *That the application by the City of Richmond for a Temporary Commercial Use Permit for the properties at 8620 and 8660 Beckwith Road to allow non-accessory parking as a permitted use be considered for a period of three years; and*
- (2) *That this application be forwarded to the May 21, 2019 Public Hearing at 7:00 pm in the Council Chambers of Richmond City Hall.*



Consent  
Agenda  
Item

12. **VANCOUVER AIRPORT AUTHORITY'S PROPOSED AIRPORT ZONING REGULATIONS: PROPOSED AMENDMENTS TO THE CITY CENTRE AREA PLAN AND ZONING BYLAW**

(File Ref. No. 01-0153-01; 12-8060-20-0010020) (REDMS No. 6150504 v. 3)

CNCL-157

See Page CNCL-157 for full report

PLANNING COMMITTEE RECOMMENDATION

- (1) *That Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 10020, be introduced and given first reading;*
- (2) *That Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 10020, having been considered in conjunction with:*
  - (a) *the City's Consolidated 5 Year Financial Plan and Capital Program; and*
  - (b) *the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;**is hereby found to be consistent with said program and plans, in accordance with Section 477(3)(a) of the Local Government Act;*
- (3) *That Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 10020, having been considered in accordance with Section 475 of the Local Government Act and the City's Official Community Plan Bylaw Preparation Consultation Policy 5043, is found not to require further consultation; and*
- (4) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 10021, be introduced and given first reading.*



Consent  
Agenda  
Item

13. **ICBC-CITY OF RICHMOND ROAD IMPROVEMENT PROGRAM-2019 UPDATE**

(File Ref. No. 01-0150-20-ICBC1-01) (REDMS No. 6143801)

CNCL-178

See Page **CNCL-178** for full report

**PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
RECOMMENDATION**

- (1) *That the list of proposed road safety improvement projects, as described in Attachment 2 of the staff report titled “ICBC-City of Richmond Road Improvement Program – 2019 Update,” dated March 27, 2019 from the Director, Transportation be endorsed for submission to the ICBC 2019 Road Improvement Program for consideration of cost-share funding; and*
- (2) *That should the above applications be successful, the Chief Administrative Officer and General Manager, Planning and Development be authorized to negotiate and execute the cost-share agreements, and that the Consolidated 5 Year Financial Plan (2019-2023) be amended accordingly.*



Consent  
Agenda  
Item

14. **ANNUAL REPORT 2018: RECYCLING AND SOLID WASTE MANAGEMENT – BUILDING MOMENTUM TOWARDS 80% DIVERSION**

(File Ref. No. 10-6370-01) (REDMS No. 6149029 v. 3)

CNCL-184

See Page **CNCL-184** for full report

**PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
RECOMMENDATION**

- (1) *That the annual report titled, “Report 2018: Recycling and Solid Waste Management – Building Momentum Towards 80% Diversion” be endorsed and be made available to the community on the City’s website and through various communication tools including social media channels and as part of community outreach initiatives; and*
- (2) *That the annual report titled, “Report 2018: Recycling and Solid Waste Management – Building Momentum Towards 80% Diversion” be forwarded to the Council/School Board Liaison Committee.*



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15. **MITCHELL ISLAND ENVIRONMENTAL STEWARDSHIP INITIATIVES**

(File Ref. No. 10-6175-01) (REDMS No. 6121739 v. 5)

CNCL-252

See Page CNCL-252 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
RECOMMENDATION

*That the outreach initiatives proposed within the staff report titled “Mitchell Island Environmental Stewardship Initiatives” dated March 11, 2019 from the Senior Manager, Sustainability and District Energy, be endorsed.*



Consent  
Agenda  
Item

16. **WATER METER PROGRAM AND SEWER RATE UPDATE**

(File Ref. No. 10-6000-01) (REDMS No. 6037213 v. 8)

CNCL-256

See Page CNCL-256 for full report

PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
RECOMMENDATION

*That Option 3 – Sewer Rate Cap, as outlined in the report titled “Water Meter Program and Sewer Rate Update” dated March 21, 2019, from the Acting Director, Engineering, be endorsed for use in the preparation of the 2020 utility rate options.*



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CONSIDERATION OF MATTERS REMOVED FROM THE  
CONSENT AGENDA

\*\*\*\*\*

NON-CONSENT AGENDA ITEMS

GENERAL PURPOSES COMMITTEE

Mayor Malcolm D. Brodie, Chair

17. **NON-FARM USE FILL APPLICATION - 21800 RIVER ROAD (YEE)**  
(File Ref. No. 12-8080-12-01) (REDMS No. 6112332 v. 17; 5981518)

CNCL-263

See Page **CNCL-263** for full report

The following recommendation was defeated by General Purposes Committee with Mayor Brodie, Cllrs. Au, Day, Greene, McNulty, Steves and Wolfe opposed.

*“That the Non-Farm Use Fill Application proposed for the purpose of developing a vegetable farm and the corresponding staff report titled “Non-Farm Use Fill Application for the Property Located at 21800 River Road (Yee)”, dated November 14, 2018 (Attachment 1), be referred to the Agricultural Land Commission (ALC) for the ALC’s review and decision as all reporting requirements specified by the City have been satisfied by the proponent.”*

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PUBLIC DELEGATIONS ON NON-AGENDA ITEMS

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

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CNCL-286

Gordon Cornwall, Volunteer, West Coast Environmental Law, to speak on recovering climate costs and the West Coast Environmental Law’s “**Climate Law in our Hands**” campaign.

19. *Motion to rise and report.*

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RATIFICATION OF COMMITTEE ACTION

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## PUBLIC ANNOUNCEMENTS AND EVENTS

## NEW BUSINESS

## BYLAWS FOR 2<sup>ND</sup> AND 3<sup>RD</sup> READINGS

**CNCL-327**      Development Cost Charges Imposition Bylaw No. 9499, Amendment **Bylaw No. 10003**  
Opposed at 1<sup>st</sup> Reading – None.

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**CNCL-333**      Building Regulation Bylaw No. 7230, Amendment **Bylaw No. 10013**  
Opposed at 1<sup>st</sup> Reading – None.

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## DEVELOPMENT PERMIT PANEL

### 20. RECOMMENDATION

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

- CNCL-342**      (1)    *That the **minutes** of the Development Permit Panel meeting held on April 10, 2019, and the **Chair's report** for the Development Permit Panel meeting held on April 10, 2019 be received for information; and*
- CNCL-355**      (2)    *That the recommendations of the Panel to authorize the issuance of:*
- (a)    *a Development Variance Permit (DV 18-829639) for the property at 7266 Lynnwood Drive; and*

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*(b) a Development Permit (DP 18-835560) for the property at 5991  
No. 3 Road;  
be endorsed, and the Permits so issued.*

☐

ADJOURNMENT

☐



## Regular Council

Monday, April 8, 2019

Place: Council Chambers  
Richmond City Hall

Present: Mayor Malcolm D. Brodie  
Councillor Chak Au  
Councillor Carol Day  
Councillor Kelly Greene  
Councillor Alexa Loo  
Councillor Bill McNulty  
Councillor Linda McPhail  
Councillor Harold Steves  
Councillor Michael Wolfe

Corporate Officer – David Weber

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

RES NO. ITEM

### MINUTES

- R19/6-1 1. It was moved and seconded  
*That:*
- (1) *the minutes of the Regular Council meeting held on March 25, 2019, be adopted as circulated;*
  - (2) *the minutes of the Special Council meeting held on March 25, 2019, be adopted as circulated; and*
  - (3) *the Metro Vancouver 'Board in Brief' dated March 29, 2019, be received for information.*

**CARRIED**





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**PRESENTATION**

With the aid of a video presentation (copy on-file, City Clerk's Office) Marie Fenwick, Manager, Museum and Heritage Services reviewed the Museum and Heritage Services' 2018 activities.

**COMMITTEE OF THE WHOLE**

- R19/6-2      2.    It was moved and seconded  
*That Council resolve into Committee of the Whole to hear delegations on agenda items (7:06 p.m.).*

**CARRIED**

3.    Delegations from the floor on Agenda items

Item No. 10 – #AllOnBoard Campaign Resolution

De Whalen, 13631 Blundell Road, spoke on the #AllOnBoard Campaign, and thanked Council for their support of the campaign. She commented on other transit jurisdictions implementing reduced fare programs and highlighted the importance of educational opportunities for youth.

Item No. 10 – #AllOnBoard Campaign Resolution

Nathan Davidowicz, Richmond resident, commented on transit systems in other cities and TransLink's zone system. He expressed that was not in favour of the upcoming fare increases.

Item No. 10 – #AllOnBoard Campaign Resolution

George Pope – 8280 No. 2 Road, expressed support for a reduced fare program, noting that such a program will help low income individuals.

- R19/6-3      4.    It was moved and seconded  
*That Committee rise and report (7:15 p.m.).*

**CARRIED**



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CONSENT AGENDA

- R19/6-4      5.    It was moved and seconded  
                 *That Items No. 6 through No. 17 be adopted by general consent.*

**CARRIED**

6.    **COMMITTEE MINUTES**

*That the minutes of:*

- (1)    *the Parks, Recreation and Cultural Services Committee meeting held on March 26, 2019;*
- (2)    *the General Purposes Committee meeting held on April 1, 2019;*
- (3)    *the Finance Committee meeting held on April 1, 2019;*
- (4)    *the Planning Committee meeting held on April 2, 2019; and*
- (5)    *the Council/School Board Liaison Committee meeting held on March 6, 2019;*

*be received for information.*

**ADOPTED ON CONSENT**

7.    **MUSEUM AND HERITAGE SERVICES YEAR IN REVIEW 2018**

(File Ref. No. 11-7000-01) (REDMS No. 6139176 v. 3)

- (1)    *That the Museum and Heritage Services Year in Review 2018, as presented in the staff report titled "Museum and Heritage Services Year in Review 2018" dated March 4, 2019, from the Director, Arts, Culture and Heritage, be received for information; and*
- (2)    *That the Museum and Heritage Services Year in Review 2018 be circulated to Community Partners and Funders for their information.*

**ADOPTED ON CONSENT**



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8. **2015–2020 SENIORS SERVICE PLAN: ACTIVE AND HEALTHY LIVING - 2018 UPDATE**

(File Ref. No. 07-3400-01/2019) (REDMS No. 6140099 v. 4; 6140591; 6146549)

- (1) *That the staff report titled, “2015–2020 Seniors Service Plan: Active and Healthy Living – 2018 Update” dated March 11, 2019, from the Manager, Community Social Development, be received for information; and*
- (2) *That the 2015–2020 Seniors Service Plan: Active and Healthy Living – 2018 Update be distributed to key stakeholders and posted on the City website.*

ADOPTED ON CONSENT

9. **BOATING BC ASSOCIATION’S REQUEST FOR PRESERVING ACCESS TO WATERWAYS**

(File Ref. No. 11-7200-01; 10-6150-02; 01-0060-20-BBCA) (REDMS No. 6080291 v. 13; 6141391; 6144609)

- (1) *That the staff report titled “Boating BC Association’s Request for Preserving Access to Waterways,” dated March 7, 2019, from the Director, Parks Services, be received for information; and*
- (2) *That the City support the Boating BC Association’s revised UBCM resolution “Public Access to Waterways” and that staff be directed to communicate the City’s support through correspondence to Boating BC.*

ADOPTED ON CONSENT

10. **#ALLONBOARD CAMPAIGN RESOLUTION**

(File Ref. No. 01-0060-20-RPRC1; 10-6480-01; 01-0154-01; 08-4055-08) (REDMS No. 6137602 v. 2; 6146652; 6147850; 6147852)

*That the #AllOnBoard Campaign resolution, as proposed in Attachment 1 of the staff report titled “#AllOnBoard Campaign Resolution” dated March 13, 2019 from the Manager of Community Social Development be endorsed, requesting that:*

- (1) *TransLink work with the Provincial Government to secure funding to provide free transit for children and youth (0-18 years) and a sliding fee scale for low-income individuals;*



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- (2) *TransLink consider modifying fare evasion ticketing practices;*
- (3) *the Provincial and Federal Governments be requested to provide sufficient resources to address existing and projected ridership demand; and*
- (4) *that the resolution be forwarded for consideration at the 2019 Lower Mainland Local Government Association of BC (LMLGA) convention and subsequent Union of BC Municipalities (UBCM) convention, as well as to the Federation of Canadian Municipalities.*

**ADOPTED ON CONSENT**

**11. SISTER CITY ADVISORY COMMITTEE UPDATES TO TERMS OF REFERENCE AND POLICIES AND PROCEDURES**

(File Ref. No. 01-0100-30-SCIT1-01) (REDMS No. 6157000; 6028069; 5762724)

- (1) *That the updates to the Sister City Advisory Committee Terms of Reference be approved; and*
- (2) *That the updates to the Sister City Advisory Committee Policies and Procedures be approved.*

**ADOPTED ON CONSENT**

**12. UBCM COMMUNITY EMERGENCY PREPAREDNESS FUND**

(File Ref. No. 01-0060-20-UBCM1-01; 09-5126-01; 03-1087-36-01) (REDMS No. 6118791 v. 7)

- (1) *That the application to the Union of British Columbia Municipalities Community Emergency Preparedness Fund for up to \$25,000 in grant funding to support the Emergency Operations Centres & Training for Emergency Programs be endorsed;*
- (2) *That the application to the Union of British Columbia Municipalities Community Emergency Preparedness Fund for up to \$150,000 in grant funding to support the Flood Risk Assessment, Flood Mapping & Flood Mitigation Planning be endorsed;*
- (3) *That should the funding application be successful, the Chief Administrative Officer and the General Manager, Community Safety and the General Manager, Engineering and Public Works be authorized to execute the agreements on behalf of the City of Richmond with the UBCM; and*



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- (4) *That should the funding application be successful, the 2019-2023 Five Year Financial Plan Bylaw be adjusted accordingly.*

**ADOPTED ON CONSENT**

**13. AMENDMENTS TO THE COUNCIL PROCEDURE BYLAW IN RELATION TO AGENDA PREPARATION AND DISTRIBUTION**

(File Ref. No. 12-8060-20-010015) (REDMS No. 6152012; 6151364)

*That Council Procedure Bylaw No. 7560, Amendment Bylaw No. 10015, which introduces amendments relating to agenda preparation and distribution including an update to Section 3.3.1 (d) to read as follows:*

*“Special Council Meetings – at least five business days preceding each such meeting, if possible, or in accordance with the Community Charter”;*

*be introduced and given first, second and third readings.*

**ADOPTED ON CONSENT**

**14. ANNUAL DEVELOPMENT COST CHARGES IMPOSITION BYLAW AMENDMENT**

(File Ref. No. 12-8060-20-010003) (REDMS No. 6136902 v. 2; 6137611)

- (1) *That the proposed Development Cost Charges Imposition Bylaw No. 9499, Amendment Bylaw No. 10003 be introduced and given first reading; and*
- (2) *That the staff report titled “Annual Development Cost Charges Imposition Bylaw Amendment” dated March 1, 2019 from the Director, Finance, be endorsed as the basis for public consultation in establishing the amended Development Cost Charge Imposition Bylaw.*

**ADOPTED ON CONSENT**

**15. ACCEPTANCE OF CASH AT CITY HALL**

(File Ref. No. 03-0900-00) (REDMS No. 6153746 v. 3)

*That the maximum cash amount accepted at City Hall be limited to less than \$10K per transaction (Option 3).*

**ADOPTED ON CONSENT**



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16. **APPLICATION BY MARYEM AHBIB FOR REZONING AT 11640 WILLIAMS ROAD FROM THE "SINGLE DETACHED (RS1/E)" ZONE TO THE "COMPACT SINGLE DETACHED (RC2)" ZONE**  
(File Ref. No. 12-8060-20-0010007; RZ 18-841000) (REDMS No. 6126528 v. 2; 2243859; 6127512)

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10007, for the rezoning of 11640 Williams Road from the "Single Detached (RS1/E)" to the "Compact Single Detached (RC2)", be introduced and given First Reading.*

**ADOPTED ON CONSENT**

17. **COMMUNITY INFORMATION SESSIONS ON DEVELOPMENT, AFFORDABLE HOUSING, TRANSPORTATION AND SUSTAINABILITY IN THE CITY**  
(File Ref. No. 08-4040-01) (REDMS No. 6119670 v. 2; 6125954; 6125681 v. 2)

- (1) *That staff be directed to proceed with the implementation of the proposed Community Information Session Program as described in the report titled "Community Information Sessions on Development, Affordable Housing, Transportation and Sustainability in the City" from the Director, Development; and*
- (2) *That staff report back following the last session each year to provide a summary of the events including any feedback received.*

**ADOPTED ON CONSENT**

**NON-CONSENT AGENDA ITEMS**

**PLANNING COMMITTEE –**  
Councillor Linda McPhail, Chair

18. **AGRICULTURAL LAND RESERVE NON-FARM USE APPLICATION BY THE CITY OF RICHMOND TO HOST THE FARM FEST AT THE GARDEN CITY LANDS ON AUGUST 10, 2019, LOCATED AT 5555 NO. 4 ROAD**

(File Ref. No. AG 19-855989; 08-4105-04-04; 11-7400-20-FFES1) (REDMS No. 6146187 v. 14; 6160121; 6146942; 6146791; 6146944)



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Discussion ensued with regard to the organization of community events and the site's legal address. In reply to queries from Council, staff noted that the site's newly assigned address at 5560 Garden City Road will be used in the promotion of the Festival and in the non-farm use application submission to the Agricultural Land Commission.

R19/6-5

It was moved and seconded

*That the Agricultural Land Reserve Non-Farm Use application by the City of Richmond to host the Farm Fest at the Garden City Lands on Saturday, August 10, 2019, located at 5555 No. 4 Road, be endorsed and forwarded to the Agricultural Land Commission for approval.*

**CARRIED**

**19. ESTABLISHMENT OF UNDERLYING ZONING FOR PROPERTIES DEVELOPED UNDER LAND USE CONTRACTS 016, 021, 085, 086, 091, 103, 127, AND 139 (EAST OF NO. 4 ROAD)**

(File Ref. No. 08-4430-03-09; 12-8060-20-009987/9988/9989/9990/9991/9992/9993/9994) (REDMS No. 5999278; 6111040; 6111072; 6111079; 6111083; 6111086; 6111151; 6139812; 6111108; 6080767; 6091028; 6097884)

In reply to queries from Council, staff noted that staff do not anticipate that the subject Land Use Contracts (LUC) within multi-family and commercial/industrial areas will face similar redevelopment pressures as previously seen in LUCs in single-family residential areas. It was also noted that the proposed underlying zoning will take effect once the LUCs expire in June 2024.

There was agreement to deal with Part (7) separately.

R19/6-6

It was moved and seconded

- (1) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9987, to establish underlying zoning for the property developed under Land Use Contract 016, be introduced and given first reading;*
- (2) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9988, to establish underlying zoning for the property developed under Land Use Contract 021, be introduced and given first reading;*
- (3) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9989, to establish underlying zoning for the properties developed under Land Use Contract 085, be introduced and given first reading;*



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- (4) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9990, to establish underlying zoning for the property developed under Land Use Contract 086, be introduced and given first reading;*
- (5) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9991, to establish underlying zoning for the property developed under Land Use Contract 091, be introduced and given first reading;*
- (6) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9992, to establish underlying zoning for the properties developed under Land Use Contract 103, be introduced and given first reading;*
- (8) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9994, to establish underlying zoning for the properties developed under Land Use Contract 139, be introduced and given first reading.*

**CARRIED**

In accordance with Section 100 of the Community Charter, Cllr. McPhail declared to be in a conflict of interest as her husband has property interests in Land Use Contract 127, and Cllr. McPhail left the meeting – 8:06 p.m.

R19/6-7

It was moved and seconded

- (7) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 9993, to establish underlying zoning for the properties developed under Land Use Contract 127, be introduced and given first reading.*

**CARRIED**

Cllr. McPhail returned to the meeting –8:07p.m.

**20. UPDATE ON SALVAGE OF BUILDING MATERIALS AND STRUCTURAL RELOCATION OF HOUSES**

(File Ref. No. 12-8060-20-010013; 12-8360-01) (REDMS No. 6124047 v. 17; 6149353; 6131291)

Discussion ensued with regard to (i) options for developing temporary holding places for relocated houses, (ii) the staffing required to implement salvage and relocation programs, and (iii) options to increase demolition fees.

There was agreement to deal with Part (2)(b) separately.





**Regular Council**  
**Monday, April 8, 2019**

R19/6-8

It was moved and seconded

- (1) *That Richmond Building Regulation Bylaw 7230, Amendment Bylaw No. 10013, which adds Section 5.4.3 and Section 12.1.2, identified in the report titled "Update on Salvage of Building Materials and Structural Relocation of Houses" dated March 19, 2019 from the Director, Building Approvals, be introduced and given first reading; and*
- (2) *That staff explore options to:*
  - (a) *provide incentives to salvage building materials, including opportunities to relocate houses.*

**CARRIED**

R19/6-9

It was moved and seconded

- (2) (b) *discourage disposal of salvageable building material from demolition sites through an increase of fees.*

**CARRIED**

Opposed: Cllr. Loo

**PUBLIC DELEGATIONS ON NON-AGENDA ITEMS**

R19/6-10 21.

It was moved and seconded

*That Council resolve into Committee of the Whole to hear delegations on non-agenda items (8:18 p.m.).*

**CARRIED**

With the aid of a PowerPoint presentation (copy on-file, City Clerk's Office) David Patterson, Director, and Karen Garcia, Territory Manager, Donor Relations, Canadian Blood Services, spoke on strategies to engage the Richmond community to donate blood and support hospital patients in need, noting that there has been a decline of blood donations in the city. Also, Mr. Patterson and Ms. Garcia encouraged the City to support blood donation advocacy and participate in the upcoming National Blood Donor Week in June 2019.



**Regular Council  
Monday, April 8, 2019**

Discussion ensued with regard to options to increase blood donation awareness and posting blood donation information on the City's website.

- R19/6-11    22. It was moved and seconded  
*That Committee rise and report (8:31 p.m.).*

**CARRIED**

**PUBLIC ANNOUNCEMENTS**

Mayor Brodie made the following announcements:

- Kailin Che was appointed to the Sister City Advisory Committee for a two-year term to expire on December 31, 2020.
- Stephen Easterbrook was reappointed as a member to the Metro Vancouver Agricultural Advisory Committee for the term beginning immediately and ending October 2022.
- The name "Jow Street" was selected for the proposed new road in the Bridgeport Area Section 22 Block 5 Range 6.

**DEVELOPMENT PERMIT PANEL**

- R19/6-12    23. It was moved and seconded
- (1) *That the Chair's report for the Development Permit Panel meetings held on February 27, 2019, be received for information; and*
  - (2) *That the recommendation of the Panel to authorize the issuance of a Development Permit (DP 18-825006) for the property at 9455 and 9533 Bridgeport Road be endorsed, and the Permit so issued.*

Discussion ensued with regard to vehicle access and construction traffic at the development site on 9455 and 9533 Bridgeport Road. Staff noted that the applicants have submitted a traffic management plan and bylaw staff will be monitoring the site for compliance. Staff added that contact information for the developer and City staff is posted on signage on-site.

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



# City of Richmond

## Minutes

### Regular Council Monday, April 8, 2019

R19/6-13

It was moved and seconded  
*That the meeting adjourn (8:42 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, April 8, 2019.

---

Mayor (Malcolm D. Brodie)

---

Corporate Officer (David Weber)



**Regular Council meeting for Public Hearings  
Monday, April 15, 2019**

Place: Council Chambers  
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair  
Councillor Chak Au  
Councillor Carol Day  
Councillor Kelly Greene  
Councillor Alexa Loo  
Councillor Bill McNulty  
Councillor Linda McPhail  
Councillor Harold Steves – entered at 7:01 p.m.  
Councillor Michael Wolfe

Claudia Jesson, Acting Corporate Officer

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

*Councillor Steves entered the meeting (7:01 p.m.).*

**1. RICHMOND ZONING BYLAW 8500, AMENDMENT BYLAW 10001  
(RZ 17-785742)**

(Location: 9391, 9393, and 9411 No. 2 Road; Applicant: Fougere Architecture Inc.)

A staff memorandum noting a correction to the Application Data Sheet was distributed on table (attached to and forming part of these minutes as Schedule 1).

*Applicant's Comments:*

The applicant was available to respond to queries.

*Written Submissions:*

None.

*Submissions from the floor:*

None.



**Regular Council meeting for Public Hearings  
Monday, April 23, 2019**

In response to questions from Council, Wayne Craig, Director, Development clarified that (i) there are ten tandem parking stalls for the development and the non-tandem parking stalls noted on the application data sheet is in reference to the secondary suite spaces, (ii) pre-ducting for solar hot water is a bylaw requirement on all townhouse applications and does not factor into the EnerGuide score, (iii) cash-in-lieu contributions for indoor amenity space is common for smaller developments, (iv) staff can take it under advisement to provide enlarged text in tree management plans in future reports for ease of readability, and (v) there is a standard size for small car stalls as regulated through the Zoning Bylaw.

PH19/4-1

It was moved and seconded

*That Richmond Zoning Bylaw 8500, Amendment Bylaw 10001 be given second and third readings.*

**CARRIED**

**ADJOURNMENT**

PH19/4-2

It was moved and seconded

*That the meeting adjourn (7:08 p.m.).*

**CARRIED**

Certified a true and correct copy of the Minutes of the Regular meeting for Public Hearings of the City of Richmond held on Monday, April 23, 2019.

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Mayor (Malcolm D. Brodie)

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Acting Corporate Officer  
(Claudia Jesson)



## City of Richmond

Schedule 1 to the Minutes of the  
Regular Public Hearing meeting  
of Richmond City Council held on  
Monday, April 15, 2019.

### ON TABLE ITEM

Date: APRIL 15, 2019  
Meeting: PUBLIC HEARING  
Item: 1

### Memorandum

Planning and Development Division  
Development Applications

**To:** Mayor and Councillors  
**From:** Wayne Craig  
Director, Development  
**Date:** April 15, 2019  
**File:** RZ 17-785742  
**Re:** **Revised Application Data Sheet for Rezoning (RZ 17-785742) at 9391, 9393 and 9411 No. 2 Road**

This memorandum provides Mayor and Councillors with a revised Application Data Sheet for the rezoning application at 9391, 9393 and 9411 No. 2 Road (Attachment 1). This application is the subject of a Public Hearing this evening.

The attached revised Application Data Sheet provides a revised reference to the current Zoning Bylaw requirement for Interior Side Setbacks for the subject site.

The correct minimum Interior Side Setback outlined in the regulation is 3.0 m, not 6.0 m.

The proposed application complies with the 3.0 m minimum Interior Side Setback as required by Zoning Bylaw No. 8500.

This data revision does not involve any changes to the use, density or setbacks proposed in the development application on the Agenda. As a result, no changes are required to the notification information provided for this Public Hearing.

  
Wayne Craig  
Director, Development  
(604-247-4654)

SS:blg

Attachment 1: Development Application Data Sheet



**RZ 17-785742**

**Attachment 3**

Address: 9391, 9393, and 9411 No. 2 Road

Applicant: Fougere Architecture Inc.

Planning Area(s): Blundell Plan Area

	Existing	Proposed
<b>Owner:</b>	Citimark No. 2 Road Project Inc.	No change
<b>Site Size (m<sup>2</sup>):</b>	2,297.3	2,290
<b>Land Uses:</b>	Single Family and Duplex	Townhouses
<b>OCP Designation:</b>	Neighbourhood Residential	No change
<b>Zoning:</b>	Single Detached (RS1/E) and Two-Unit Dwellings (RD1)	Medium Density Townhouses (RTM2)
<b>Number of Units:</b>	3	11
<b>Other Designations:</b>	N/A	No change

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.65 FAR	0.65 FAR	none permitted
Lot Coverage (% of lot area):	Building: Max. 40% Non-porous Surfaces: Max. 65% Live landscape: Min. 25%	Building: Max. 39.1% Non-porous Surfaces: 61.4% Live landscape: 25%	none
Lot Dimensions (m):	Width: Min. 50 m Depth: Min. 35 m	Width: 50.25 m Depth: 45.12 m	none
Setbacks (m):	Front: Min. 6.0 m Rear: Min. 3.0 m Interior Side: Min. 3.0 m	Front: 5.05 m Rear: 6.02 m Side: 3.02 m	Variance to front yard setback
Height (m):	3 storeys or 12.0 m	11.5 m	none
Off-street Parking Spaces – Regular (R) / Visitor (V):	2 (R) and 0.2 (V) per unit	2 (R) and 0.2 (V) per unit	none
Off-street Parking Spaces – Total:	22 (R) and 3 (V)	22 (R) and 3 (V)	none
Small Car Parking Spaces	None when fewer than 31 spaces are provided on site	5	Variance to allow 5 small car stalls
Tandem Parking Spaces:	Permitted – Maximum of 50% of required spaces	10 tandem stalls	none
Handicap Parking Spaces	Min. 2% of parking stalls required when 3 or more visitor stalls are required (28 x 2% = 1 space)	1	none

On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Secondary Suite Parking Spaces	When parking provided in side-by-side, non-tandem arrangement, no additional stall needed	Parking provided in non-tandem arrangement, but not side-by-side	Variance to allow suite parking in non-tandem but not side-by-side arrangement
Bicycle Parking Spaces	1.25 (Class 1) and 0.2 (Class 2) per unit	1.25 (Class 1) and 0.25 (Class 2) per unit	none
Total Bike Parking Spaces	14 (Class 1) and 3 (Class 2)	14 (Class 1) and 3 (Class 2)	none
Amenity Space – Indoor:	Min. 70 m <sup>2</sup> or cash-in-lieu	Cash-in-lieu	none
Amenity Space – Outdoor:	Min. 6 m <sup>2</sup> per unit	71 m <sup>2</sup>	none

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

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





## Community Safety Committee

Date: Tuesday, April 9, 2019

Place: Anderson Room  
Richmond City Hall

Present: Councillor Bill McNulty, Chair  
Councillor Alexa Loo  
Councillor Carol Day  
Councillor Kelly Greene  
Councillor Harold Steves

Also Present: Councillor Linda McPhail  
Councillor Michael Wolfe

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

### AGENDA ADDITIONS

The Chair noted that “*Hamilton*”, “*Ackroyd and No. 3 Road*”, and “*Constable Gate at Steveston Highway*” be added to the Agenda as new items no. 7, 8, and 9 and the remaining items renumbered accordingly.

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the Community Safety Committee held on March 12, 2019, be adopted as circulated.*

**CARRIED**

### NEXT COMMITTEE MEETING DATE

May 14, 2019, (tentative date) at 4:00 p.m. in the Anderson Room

**Community Safety Committee**  
**Tuesday, April 9, 2019**

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**COMMUNITY SAFETY DIVISION**

**1. COMMUNITY BYLAWS MONTHLY ACTIVITY REPORT – FEBRUARY 2019**

(File Ref. No. 12-8060-01) (REDMS No. 6141902)

In reply to queries from Committee, Carli Williams, Manager, Community Bylaws and Licencing provided the following information:

- calls for service regarding signs include any enforcement or inquiries of illegally placed signs or illegal sign types;
- staff have shutdown hundreds of illegal short term rental listings and staff continually review listings individually as there are licenced operations advertised on online listings along with illegal postings;
- animal control patrols can add the Steveston waterfront area to their rotation to ensure complaints regarding off leash dogs and waste are addressed on weekends;
- there is adequate staffing to address complaints and meet current service levels; and
- statistics regarding illegal rideshare activity is included in the quarterly business licence report and staff were active with court dates in March and enforcement is ongoing.

Discussion ensued regarding providing updates to the violations and complaints of Soil Bylaw violations court proceeding outcomes and a recent article regarding illegal short term rental listings and activity in Richmond.

In further response to questions from Committee, Cecilia Achiam, General Manager, Community Safety and Ms. Williams remarked that (i) there is an outstanding referral regarding the possibility of registering room and board facilities and a report is forthcoming on the matter and will include options for increasing levels of service, (ii) staff have found a few listings who advertise as Vancouver listings but operate in Richmond and continue to actively investigate listings, (iii) at the peak of illegal short term rentals there were approximately 1700 online listings and short term rentals without an operator living on site are not permitted, (iv) information regarding short term rentals is available on the City's website and staff can investigate inserting information cards with property tax notices, and (v) most individuals approached about illegal short term rental operations stop the activity when redirected.

It was moved and seconded

***That the staff report titled "Community Bylaws Monthly Activity Report – February 2019", dated March 19, 2019, from the General Manager, Community Safety, be received for information.***

**CARRIED**

**Community Safety Committee**  
**Tuesday, April 9, 2019**

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**2. IMPERIAL PARKING CANADA CORPORATION CONTRACT RENEWAL**

(File Ref. No. 12-8060-01) (REDMS No. 6023553 v. 5; 4214152)

In response to questions from Committee, Susan Lloyd, Manager, Parking Enforcement, Animal Control and Administration – Community Bylaws, advised that (i) the meter program generated on average \$720,000 in revenue per year in 2016, 2017, and 2018 and were previously on average \$525,000 per year, (ii) staff anticipate an increase in revenue due to the installation of additional meters, (iii) a request for proposal for meter services will be issued in approximately five years, the last was in 2015, and (iv) approximately five additional meters will be installed.

It was moved and seconded

- (1) *That the City enter into a five year-renewal contract (2019-2023) with Imperial Parking Canada Corporation, as outlined in the staff report titled, “Imperial Parking Canada Corporation Contract Renewal”, dated March 19, 2019, from the General Manager, Community Safety; and*
- (2) *That the General Manager of Community Safety be authorized to execute the contract with Imperial Parking Canada Corporation.*

**CARRIED**

**3. RICHMOND FIRE-RESCUE MONTHLY ACTIVITY REPORT – FEBRUARY 2019**

(File Ref. No. 09-5000-01) (REDMS No. 6143460 v. 2)

Tim Wilkinson, Fire Chief, remarked that this month’s activity report reflected an emphasis on contributing more stories to the significant events section and staff continue will to make improvements and adjustments to the reports.

In reply to queries from Committee, Chief Wilkinson commented that public awareness on dryer duct maintenance in relation to fire prevention can be highlighted by Richmond Fire-Rescue.

It was moved and seconded

*That the staff report titled “Richmond Fire-Rescue Monthly Activity Report – February 2019”, dated March 18, 2019, from the Fire Chief, Richmond Fire-Rescue, be received for information.*

**CARRIED**

**4. FIRE CHIEF BRIEFING**

(Verbal Report)

- (i) *Recruitment Updates (Firefighter and Coordinator, Projects and Planning)*

## **Community Safety Committee**

### **Tuesday, April 9, 2019**

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Chief Wilkinson remarked that there were 562 applicants for the firefighter positions and the posting has now closed. He further advised that the anticipated hire date would be October 8, 2019. Chief Wilkinson also noted that a coordinator role, which would focus on data analysis and assist with reports to Council, had 86 applicants and the position is expected to begin within a month.

#### ***(ii) LUCAS 3 Automated CPR Machines***

Chief Wilkinson acknowledged and commended the support from Council on approving the automated CPR devices and noted that they are often utilized and lent to BC ambulance for use.

#### **5. RCMP MONTHLY ACTIVITY REPORT – FEBRUARY 2019**

(File Ref. No. 09-5000-01) (REDMS No. 6133294 v. 2)

Will Ng, Superintendent, Officer in Charge, provided an overview of the February 2019 statistics, noting in particular that (i) there has been a decrease in property crime, (ii) decrease over last month in serious assaults, (iii) decrease in mental health calls for service from January however there is still an increase from February 2018, (iv) a memorandum of understanding (MOU) has been agreed upon with Vancouver Coastal Health for the Car 67 Program, (v) there have been a record number of volunteers and they continue to be very active in community outreach including break and enter outreach and engaging business owners and residents on how to safe guard against break and enters, and (vi) 4848 notices for Lock-Out Auto Crime were distributed in February.

In response to queries from Committee regarding a Community Police Office in Hamilton, Ms. Achiam and Supt. Ng advised that:

- a report to the General Purposes Committee regarding possible locations and funding is forthcoming;
- officers passionate about patrolling the Hamilton Area and Richmond RCMP have an interest in seeking a pre-deployment location in the area;
- officers have been able to utilize the Hamilton Fire Hall as a temporary space and staff can inquire about posting signage regarding officer availability at any Hamilton office;
- an office in the Hamilton area would help reduce response times which are currently an average of over 11 minutes;
- officers have specific routes to patrol the homeless camp in the area to ensure compliance;
- staff can approach Peter German in regards to producing a report for the City;

## Community Safety Committee

### Tuesday, April 9, 2019

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- in the future the Blockwatch newsletter can be added as an attachment to the staff report; and
- there are more active crime areas in the City, currently the City Centre area has higher rates of property crime, theft from autos, and auto theft however effort is made to combat any prolific offenders contributing to the higher statistics in the area.

Supt. Ng provided a briefing regarding the Richmond Mobile Enforcement team, and advised it has been very active with gang related intervention including pulling over high risk vehicles related to gang activity.

It was moved and seconded

*That the report titled "RCMP Monthly Activity Report – February 2019", dated March 14, 2019, from the Officer in Charge, Richmond RCMP Detachment, be received for information*

**CARRIED**

**6. RCMP/OIC BRIEFING**

(Verbal Report)

None.

**7. HAMILTON**

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

Angela Ellis, Hamilton area resident, expressed concern regarding the homeless camp site in the area noting that the number of tents has increased since they first appeared and there has been an increase in petty crime in the area. Ms. Ellis commented that assistance had been offered to the individuals on the site from local residents. She further expressed concern regarding the safety of residents and children in the neighbourhood, stating that she was of the opinion that the issue is not being adequately addressed.

Jonathan Chow, Hamilton area resident, expressed concern regarding the safety of the area residents and children, commenting that there have been issues with public defecation, property crime, and open drug use from individuals on the site. Mr. Chow further noted that residents may not be reporting minor theft issues.

Discussion ensued regarding the importance of reporting minor crimes in the area.

In reply to questions from Committee, Ms. Achiam advised the following:

- staff have been directed to prepare a fact sheet regarding the Hamilton homeless camp to provide to area residents;
- staff take all complaints regarding the matter seriously;

## Community Safety Committee

### Tuesday, April 9, 2019

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- the City is managing the situation as much as possible in the interim and staff are developing a longer term solution;
- the temporary modular housing and temporary shelter are opening soon, however the individuals on the site may not be compelled to take any offered assistance;
- Bylaw staff and Richmond RCMP have stepped up patrols to at least three times a day to ensure the area is kept as safe as possible;
- staff continue to reach out to service providers in the area;
- the Director of Corporate Communications and Marketing has been the source of information to allow inquiries to be accurately tracked;
- the City is conducting regular garbage collection for the site and providing garbage bags for use;
- front line staff have adequate training for dealing with the situation and there is constant contact with Hamilton Community Centre staff to ensure any issues with individuals from the site are addressed; and
- there have been no official complaints from the school or daycare in the neighbourhood.

In response to queries regarding requiring registration of bicycles belonging to individuals at the site in the 529 Garage program to address theft issues, Supt. Ng remarked that RCMP officers are advised to check serial numbers for any observable property during patrols and noted that registration in the program could be added.

Discussion then took place on (i) the impact of removing the remaining brush on the site, (ii) potential to install signs in the area with relevant contact information, and (iii) conducting a public information meeting with area residents to address concerns.

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

It was moved and seconded

***That staff be directed to conduct a public meeting with Hamilton area residents regarding the homeless camp as soon as possible.***

**CARRIED**

Discussion further took place on the creation of information sheets for the public on the matter and direction was given to staff to provide further details including relevant contact numbers and the City's actions.

**Community Safety Committee**  
**Tuesday, April 9, 2019**

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8. **ACKROYD AND NO. 3 ROAD**

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

Councillor Loo spoke to a delegation to the March 20, 2019 Public Works and Transportation Committee meeting who advised of concerns regarding pedestrian safety at the intersection of Ackroyd Road and No. 3 Road. Supt. Ng advised that Richmond RCMP had been in contact with the individual to discuss her concerns and that traffic enforcement is aware of that intersection and are addressing longer term solutions including ways to slow down drivers and make drivers aware of pedestrians.

9. **CONSTABLE GATE AT STEVESTON HIGHWAY**

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

Councillor Loo noted concern regarding speeding in the area and Supt. Ng advised that road safety and enforcement can be increased in the area and noted an record number of tickets for speeding had been issued this year with one officer citing over 300 distracted driver tickets since January.

10. **COMMITTEE STANDING ITEM**

*E-Comm*

None.

11. **MANAGER'S REPORT**

None.

**ADJOURNMENT**

It was moved and seconded

*That the meeting adjourn (5:06 p.m.).*

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the Community Safety Committee of the Council of the City of Richmond held on Tuesday, April 9, 2019.

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Councillor Bill McNulty  
Chair

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Amanda Welby  
Legislative Services Coordinator



## General Purposes Committee

Date: Monday, April 15, 2019

Place: Anderson Room  
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair  
Councillor Chak Au  
Councillor Carol Day  
Councillor Kelly Greene  
Councillor Alexa Loo  
Councillor Bill McNulty  
Councillor Linda McPhail  
Councillor Harold Steves  
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 April 1, 2019, be adopted as circulated.*

**CARRIED**

### DELEGATION

1. Update on Tourism Richmond  
Nancy Small, Chief Executive Officer, Tourism Richmond and Eda Koot, Chair, Tourism Richmond Board, provided an update on Tourism Richmond's activities and highlighted that the brand "Pacific. Authentic." was launched in February 2018 and was awarded the Marketing Campaign of the Year by the National Tourism Awards.



## General Purposes Committee

### Monday, April 15, 2019

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Ms. Small remarked that five strategic pillars guide Tourism Richmond's focus to (i) capitalize on a strong destination brand, (ii) transform into a next-generation destination marketing organization, (iii) accelerate destination development, (iv) refine best-in-class sales and business development, and (v) optimize operational intelligence and efficiency.

Ms. Small and Ms. Koot then commented on areas of focus including highlighting Richmond's unique food scene, launching new visitor experiences in Steveston Village, maximizing Richmond's flat landscape by promoting cycling in Richmond, and promoting bird watching. Also, Ms. Small and Ms. Koot spoke on other areas of focus such as enhancing partnerships and examining sustainable tourism.

In reply to queries from Committee, Ms. Small and Ms. Koot advised that (i) initiatives such as Richmond's Dumpling Trail assists in bridging any ethnic gaps for visitors, (ii) Tourism Richmond would gladly partner with the City to explore branding opportunities for signage similar to what is done in Vancouver for Little India, and (iii) hotel accommodations are a competitive market and the Lower Mainland's popularity as a whole directly affects costs of hotel rooms.

## PRESENTATION

### 2. Council's role in Emergency Response

Norman Kotze, Manager, Emergency Programs, spoke to Council's role during an emergency and the following information was noted:

- under provincial regulation, each local government is responsible for creating local emergency plans and guidelines that set out the priorities and means by which it will restore essential local government services following an emergency;
- an emergency is defined as a serious, unexpected, and often dangerous situation requiring immediate coordinated action;
- an Emergency Operations Centre (EOC) provides support to incident sites through policy direction and resource coordination;
- an EOC has various levels of activation: Level I (small, one site event), Level II (more intense event but still manageable under a unified command), and Level III (major event i.e., multiple sites, often regional in nature with multiple agencies involved);
- during a Level III event, Council would play a role as the Policy Group and would be required to meet in the Anderson Room at Richmond City Hall;

## General Purposes Committee

### Monday, April 15, 2019

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- Council's specific roles are to (i) declare a State of Local Emergency, (ii) provide clear policy direction in the use of the extraordinary provincial powers and guidelines, (iii) empower the EOC to implement policies, (iv) follow and adjust previously established expenditure limits, (v) represent the City before media and the public, and (vi) support the development and funding for short and long-term recovery plans;
- a key task of Council during a Level III activation is to request for extraordinary emergency powers of the *Emergency Program Act* for responding to an emergency; and
- if Council quorum is un-achievable, the Mayor by order may enact a Declaration of Local Emergency.

In reply to queries from Committee, staff advised that (i) during a Level III event, Council is required to meet in the Anderson Room at Richmond City Hall, (ii) fire halls are built to post-disaster regulations, (iii) within the EOC, a role is dedicated to liaising with other levels of government and agencies, and (iv) Council is welcome to attend the next Emergency Program's exercise scheduled for May 8, 2019.

The Chair directed to staff to provide (i) a prioritized list of actions for Council during an emergency, including information such as where Council is to meet, if Council members cannot meet at the designated spot, a prioritized list of alternate locations, (ii) information on how Council may communicate and whether formal Council communication is permitted electronically, and (iii) a list of potential emergencies in order of probability.

## COMMUNITY SAFETY DIVISION

### 3. **NON-FARM USE FILL APPLICATION - 21800 RIVER ROAD (YEE)** (File Ref. No. 12-8080-12-01) (REDMS No. 6112332 v. 17; 5981518)

In reply to queries from Committee, Carli Williams, Manager, Community Bylaws and Licencing, and Mike Morin, Soil Bylaw Officer, provided the following information

- the Applicant wishes to place soil on the property to improve the site's agricultural capability to grow vegetables;
- the Applicant has retained a Professional Agrologist, who would be responsible for the integrity of the soil to be deposited; and
- once fill activity has commenced, the City's Soil Bylaw Officer would conduct weekly site visits; the Agrologist inspects soil to be deposited from the source site and a contractor transports the soil to the subject site.

## **General Purposes Committee**

### **Monday, April 15, 2019**

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Discussion took place and Committee queried the conditions of the proposed soil deposit application and the need to apply restrictions consistently. Also, Committee expressed concern with regard to the quality of soil to be deposited, noting that there is no safeguard to guarantee that the soil inspected by the Agrologist at the originating site is indeed the same soil deposited on the subject site.

In reply to further queries from Committee, staff advised that the Applicant will collect tipping fees for the approximate 965 truckloads of soil received and tipping fees vary by season and by material, however tipping fees typically average \$100 to \$165 per load.

Discussion then took place on the merits of the proposed application and in reply to a query from Committee, Ms. Williams advised that the Applicant has met the City's requirements.

In response to Committee comments, Dr. John Paul, Professional Agrologist, and Peter Jarvenpaa, Professional Engineer, provided the following information:

- a new application has been developed whereby GPS technology tracks soil from an originating soil site to a final site; the application takes photographs and keeps records of each load, which provides a level of comfort on the integrity of the soil being deposited;
- vegetables can be grown on the site using its existing soil, however not without challenges due to drainage;
- during the winter and spring seasons, the water table can be close to the native ground elevation and therefore it would not be possible to naturally drain the site to achieve the distance required between the growing medium and the water table;
- the proposed plan is to increase the depth of the soil and to rectify illegal fill previously deposited on the subject site; and
- alternative measures could be examined to address drainage concerns however, these measures would significantly affect the site's landscape particularly as it relates to the site's Riparian Management Area.

Discussion further took place and Councillor Steves commented on ways in which drainage concerns could be addressed on the subject site and distributed materials (attached to and forming part of these Minutes as Schedule 1).

**General Purposes Committee**  
**Monday, April 15, 2019**

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

It was moved and seconded

*That the Non-Farm Use Fill Application proposed for the purpose of developing a vegetable farm and the corresponding staff report titled “Non-Farm Use Fill Application for the Property Located at 21800 River Road (Yee)”, dated November 14, 2018 (Attachment 1), be referred back to staff for:*

- (1) more information on alternative uses of the land without the need for soil deposits; and*
- (2) more information on the City’s inspection regime including precedent from a previous application along Westminster Highway.*

The question on the referral motion was not called as discussion further took place on (i) the merits of the proposed application and whether it meets the City’s requirements, (ii) the Agricultural Land Commission’s role (ALC), and (iii) an instance where the ALC denied an application following the City’s recommendation for its consideration by the ALC.

The question on the referral motion was then called and it was **DEFEATED** with Cllrs. Day, Greene, Loo, McNulty, McPhail, Steves, and Wolfe opposed.

It was moved and seconded

*That the Non-Farm Use Fill Application proposed for the purpose of developing a vegetable farm and the corresponding staff report titled “Non-Farm Use Fill Application for the Property Located at 21800 River Road (Yee)”, dated November 14, 2018 (Attachment 1), be referred to the Agricultural Land Commission (ALC) for the ALC’s review and decision as all reporting requirements specified by the City have been satisfied by the proponent.*

**DEFEATED**

Opposed: Mayor Brodie  
Cllrs. Au  
Day  
Greene  
McNulty  
Steves  
Wolfe

**General Purposes Committee**  
**Monday, April 15, 2019**

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**4. APPLICATION FOR A NEW FOOD PRIMARY LIQUOR LICENCE WITH PATRON PARTICIPATION ENTERTAINMENT ENDORSEMENT FOR KARAOKE AND EXTENDED HOURS FROM 1091919 BC LTD., AT 3300 - 4000 NO. 3 ROAD**

(File Ref. No. 12-8275-30-001) (REDMS No. 6150172 v. 2)

It was moved and seconded

- (1) That the application from 1091919 BC Ltd, operating at 3300 – 4000 No. 3 Road, requesting a Food-Primary Liquor Licence with Entertainment Endorsement for Patron Participation to enable karaoke at the establishment, be supported;*
- (2) That a letter be sent to Liquor and Cannabis Regulation Branch advising that:*
  - (a) Council supports the application for a Food Primary Liquor Licence with:*
    - (i) Patron Participation Entertainment Endorsement which ends at Midnight;*
    - (ii) hours of liquor service, Monday to Sunday, from 9:00 AM to 2:00 AM;*
  - (b) person capacity will be set at 120 seats and 20 staff for total capacity of 140 persons;*
- (3) Council's comments on the prescribed criteria (Section 71 of the Liquor Control and Licensing Regulations) are as follows:*
  - (a) the potential for additional noise and traffic in the area was considered;*
  - (b) the impact on the community was assessed through a community consultation process;*
  - (c) given that this business is new, there is no history of non-compliance with the operation, the addition to permit patron participation entertainment endorsement under the Food Primary Liquor Licence should not change the establishment such that it is operated contrary to its primary purpose;*
  - (d) as the operation of a licenced establishment may affect nearby residents, businesses and property owners, the impact assessment was conducted through the City's community consultation process as follows:*
    - (i) residents, businesses and property owners within a 50 meter radius of the subject property were notified by letter. The letter provided information on the application with instructions on how to submit comments or concerns; and*

**General Purposes Committee**  
**Monday, April 15, 2019**

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- (ii) signage was posted at the subject property and three public notices were published in a local newspaper. The signage and public notice provided information on the application with instructions on how comments or concerns could be submitted;*
- (e) Council's comments and recommendations respecting the view of the residents, businesses and property owners are as follows:*
  - (i) the community consultation process was completed as part of the application process; and*
  - (ii) that based on the number of letters sent and the few opposed responses received and significant supporting responses received from all public notifications, Council considers that the approval of this application is acceptable to the majority of the residents, businesses and property owners in the area and the community;*
- (f) Council recommends the approval of the Food Primary Liquor Licence with patron participation entertainment for the reasons that the application is acceptable to the majority of the residents, businesses and property owners in the area and the community.*

**CARRIED**

## **ENGINEERING AND PUBLIC WORKS DIVISION**

### **5. SINGLE-USE PLASTIC ITEMS – PROPOSED CONSULTATION**

(File Ref. No. 10-6370-01) (REDMS No. 6137604 v. 7)

Suzanne Bycraft, Manager, Fleet and Environmental Programs, advised that the implementation of actions in Vancouver is anticipated to be delayed as a result of feedback from the business sector in relation to challenges in meeting the proposed deadline.

In reply to queries from Committee, Ms. Bycraft provided the following information:

- the use of plastic and paper shopping bags and disposable cups in the City of Vancouver will likely be addressed through the creation of a reduction plan bylaw, whereby business licence holders that use disposable cups and plastic and paper bags will be required to significantly reduce the amount of these items they distribute;
- an outright ban on the use of plastic bags may not have been selected by the City of Vancouver possibly due to challenges for businesses to meet such a target;

## General Purposes Committee

### Monday, April 15, 2019

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- as per Option 2, it is anticipated that a discussion paper be prepared over the next two to three months, and following that, a four-month long community and engagement process; and
- the City of Victoria was sued by the Canadian Plastic Bag Association for its bylaw prohibiting businesses from providing plastic bags to customers; the Court ruled in the City of Victoria's favour finding that its bylaw was exercised under its authority for business regulation under the *Community Charter*.

Discussion ensued and the following Committee comments were noted:

- a ban on plastic bags would be notable;
- the scope of materials should be expanded;
- it would be valuable to commit to a deadline to implement any proposed bans;
- a ban on plastic bags is not a cure-all as there are also environmental impacts with the use of paper bags;
- a ban on single-use plastics at City events should be considered; and
- the issue of plastic packaging including single-use plastics and polystyrene foams is not new and therefore the City should take immediate action by way of a policy.

In reply to further queries from Committee, Ms. Bycraft advised that Option 2 is recommended as this approach involves scoping the issues more broadly to clearly identify the types of items to be targeted and methods in which to reduce use, regulate, or ban. Moreover, she noted that it would be challenging for business and industry to change practices in a short period of time and thus, Option 2 allows for community input and provides a more well-rounded approach to ensure impactful change over the longer term. Ms. Bycraft added that Option 2 would also allow staff to review the City's corporate practices to ensure these are reflective of the direction being pursued.

Discussion then took place on the potential for a hybrid of Option 1 and the following **motion** was introduced:

*That staff:*

- (1) *be directed to draft bylaws compatible to Vancouver and Victoria on the restriction of plastic drinking straws, single-use plastic bags, and Styrofoam food containers for implementation on July 1, 2020; and*
- (2) *prepare a consultation plan for the consideration of further reductions of single-use plastic items and Styrofoam in Richmond.*

## General Purposes Committee

### Monday, April 15, 2019

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The question on the motion was not called as discussion took place and the following Committee comments were noted:

- the need to clearly identify what it is that Council wishes to see implemented in regard to the scope of materials is important;
- a similar approach to that of the City of Vancouver's would have inherent benefits;
- public consultation may not be valuable in this instance as the problem is well-known and existing;
- the proposed motion does not allow for a phased-in approach(i.e., providing bags or straws on-request basis only); and
- the need to act now is important.

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

It was moved and seconded

*That the matter be referred back to staff to outline suggested options for potential changes similar to those found in the City of Vancouver's bylaw regarding single-use plastics items such as bags, straws, and polystyrene food containers including exceptions, timeline, education, enforcement and consultation and report back at the next General Purposes Committee meeting.*

The question on the referral motion was not called as it was noted that it is important to liaise with Vancouver Coastal Health regarding this matter as it relates to the use of straws for patients.

Also, the Chair directed staff to consider the City's practices at City events regarding single-use plastics.

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

## COMMUNITY SERVICES DIVISION

### 6. **RABBITS IN RICHMOND**

(File Ref. No. 11-7200-01) (REDMS No. 6146795 v. 13; 6152268; 6158183)

In reply to queries from Committee, Paul Brar, Manager, Parks Programs, and Ted de Crom, Manager, Parks Operations, advised that rabbits in the city cause approximately \$10,000 to \$15,000 in damages annually, and staff will continue to work with external agencies, namely the Richmond Animal Protection Society, the Rabbitats Rescue Society, and the BC SPCA on rabbits in Richmond.



**General Purposes Committee**  
**Monday, April 15, 2019**

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Sorrelle Saidman, Rabbitats Rescue Society, spoke to Project One – Feral Rabbit Control Services (\$45,000 plus \$100 per rabbit), noting that \$45,000 is requested to initiate a pilot project to clear a geographical area of rabbits; the additional \$100 per rabbit would be for costs associated for sterilization and vaccination.

It was moved and seconded

*That the staff report titled “Rabbits in Richmond,” dated March 28, 2019, from the Director, Parks Services, be received for information.*

**CARRIED**

**ADJOURNMENT**

It was moved and seconded

*That the meeting adjourn (6:23 p.m.).*

**CARRIED**

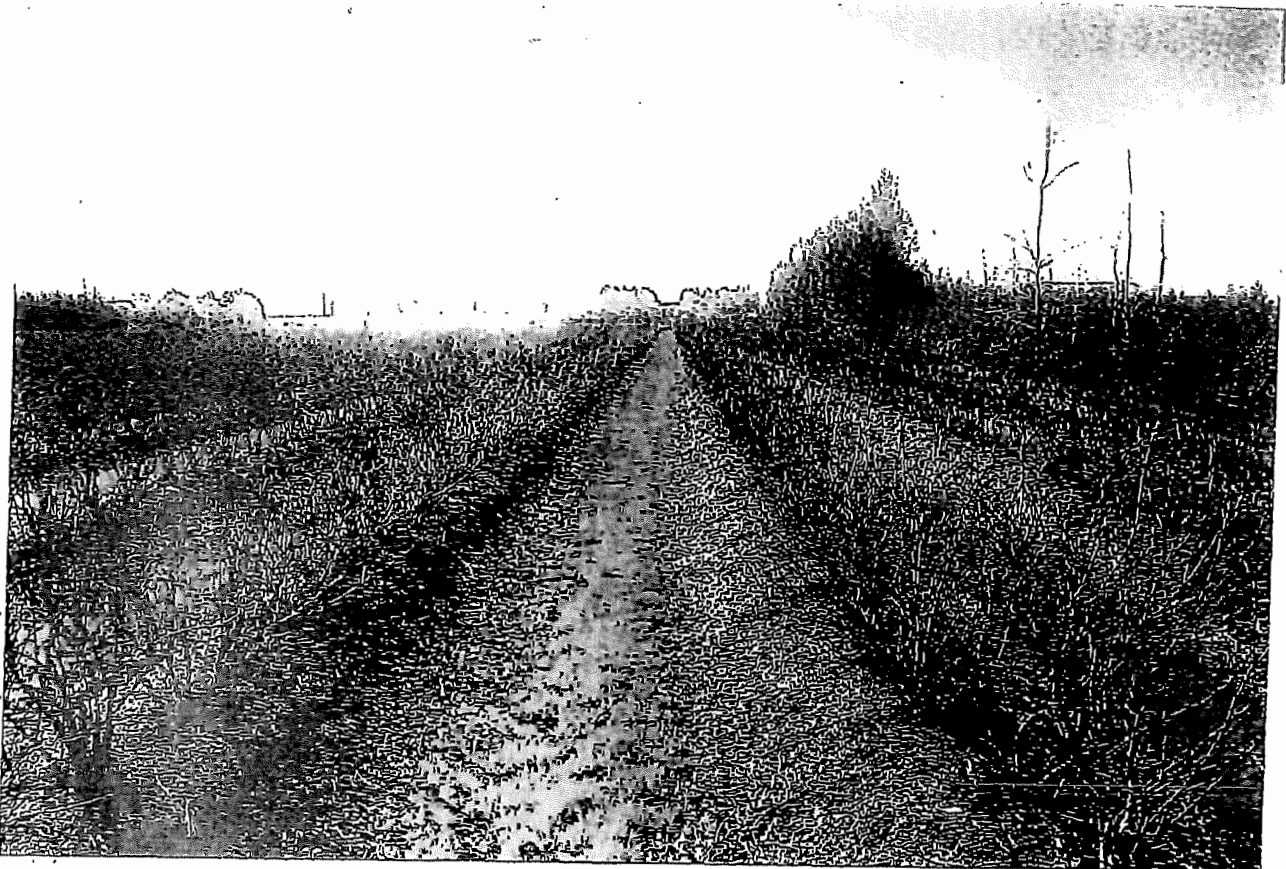
Certified a true and correct copy of the Minutes of the meeting of the General Purposes Committee of the Council of the City of Richmond held on Monday, April 15, 2019.

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Mayor Malcolm D. Brodie  
Chair

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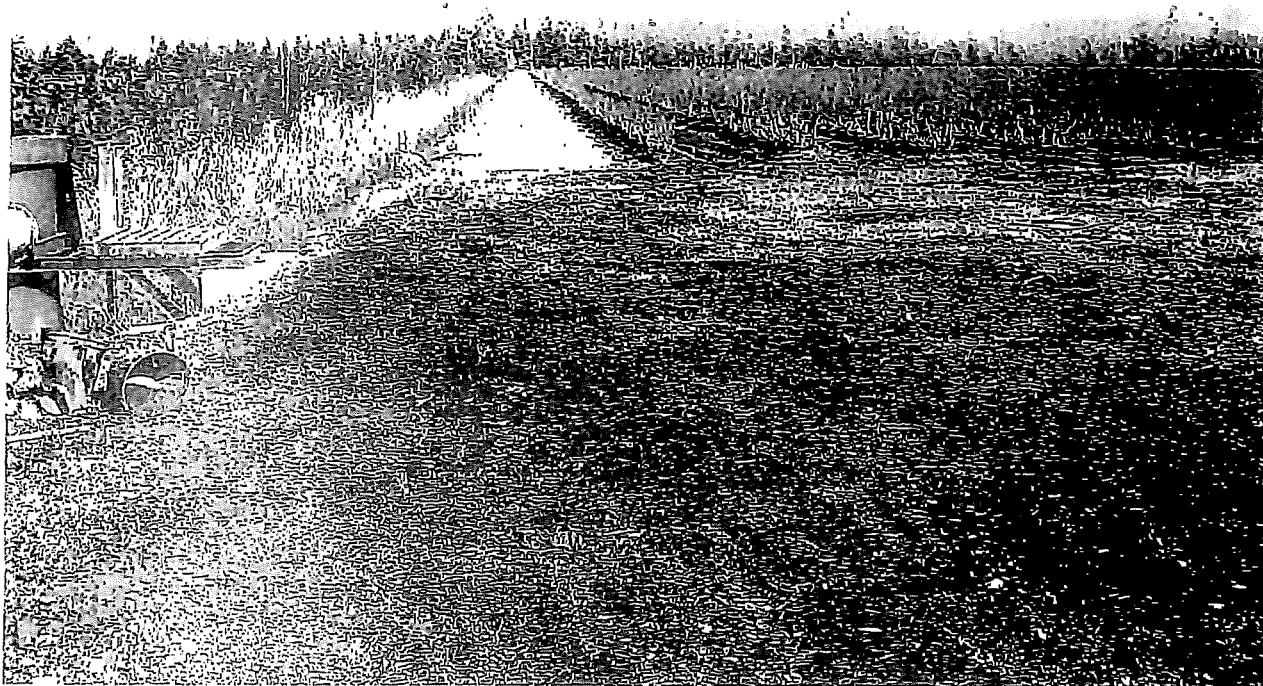
Hanieh Berg  
Legislative Services Coordinator



**FINN ROAD BLUEBERRY FARM:**

**CNCL - 46**

1. A well drained blueberry farm on Finn Road has a narrow  $\frac{3}{4}$  minus gravel service road along one side.
2. The field is dry because of the carefully levelled field, drains and sloped field edges.



3. A water pump automatically pumps the water out of the field when it rains and the water level is too high. Berms keep the water from running back in.
4. The neighbouring field which is used for growing vegetables is flooded. This is normal practice in Richmond in winter. Vegetable growing does not require winter drainage.



Presented by:  
**Janet L Downey**

Macdonald Realty Westmar

Phone: 604-220-9982

[www.janetdowney.com](http://www.janetdowney.com)

[mail@janetdowney.com](mailto:mail@janetdowney.com)

Active

**R2178706**

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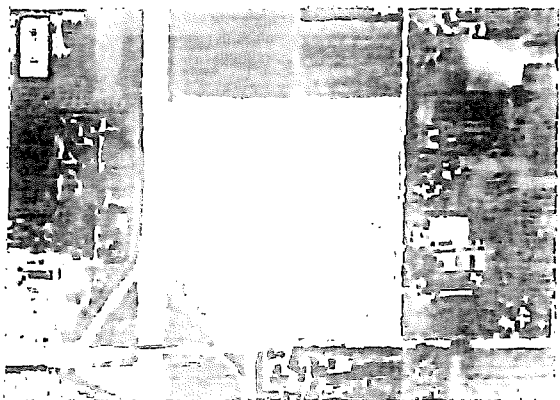
Other

**12871 STEVESTON HIGHWAY**

Richmond

East Richmond

V6W 1H1



Sold Date:

Frontage (feet): **0.00**

Meas. Type: **Feet**

Frontage (metres): **0.00**

Depth: **0**

Price/SqFt:

Sub-Type:

Flood Plain:

Exposure: **South**

Permitted Use: **Other**

Title to Land: **Freehold NonStrata**

Tour:

Original Price: **\$19,500,000**

Subdiv/Complex:

P.I.D.: **013-069-241**

Taxes: **\$36,488.00**

For Tax Year: **2016**

Zoning: **AG1**

Rezoneable? **Yes**

Sanitary Sewer: **None**  
 Storm Sewer: **None**  
 Water Supply: **City/Municipal**  
 Electricity: **Nearby**  
 Natural Gas: **Nearby**  
 Telephone Service: **Available Nearby**  
 Cable Service: **Available Nearby**  
 Prospectus: **Not Required**  
 Develop Permit?: **No**  
 Bldg Permit Apprv: **No**  
 Building Plans: **Not Available**  
 Perc Test Avail:  
 Perc Test Date:

Property Access: **Road Access**  
 Parking Access:  
 Fencing: **None**  
 Property in ALR:

Information Pkg: **No**  
 Sign on Property: **Y**  
 Sketch Attached: **No**  
 Property Disclosure: **Yes**  
 Trees Logged: **No**

Legal: **BLK 4N LD 36 SEC 31 RNG 5W PART SE 1/4, EXC B/L 66269, SRW 21305, 0.08 AC HWY & SRW 60799.**

Site Influences:

Restrictions: **None**

Listing Broker 1: **Sutton Grp-West Coast (Brdwy)**

Listing Broker 2:

Listing Broker 3:

**HUGE HUGE LOT 34.35 ACRE (13.9 Ha) this has a potential for rezoning an development. Invest Now and hold this property for future development. Ironwood shopping centre, golf club, movie theatre nearby. Just next to HWY 99, a short drive to Vancouver, Ladner, Delta.**

LND Full Public

The enclosed information, while deemed to be correct, is not guaranteed.  
 PREC\* indicates 'Personal Real Estate Corporation'.



## Special Finance Committee

Date: Monday, April 15, 2019

Place: Anderson Room  
Richmond City Hall

Present: Mayor Malcolm D. Brodie, Chair  
Councillor Chak Au  
Councillor Carol Day  
Councillor Kelly Greene  
Councillor Alexa Loo  
Councillor Bill McNulty  
Councillor Linda McPhail  
Councillor Harold Steves  
Councillor Michael Wolfe

Call to Order: The Chair called the meeting to order at 6:24 p.m.

### MINUTES

It was moved and seconded

*That the minutes of the meeting of the Finance Committee held on April 1, 2019, be adopted as circulated.*

**CARRIED**

### FINANCE AND CORPORATE SERVICES DIVISION

1. **2019 ANNUAL PROPERTY TAX RATES BYLAW**  
(File Ref. No. 12-8060-20-010016) (REDMS No. 6152233 v. 4; 6151947)

It was moved and seconded

*That the Annual Property Tax Rates (2019) Bylaw No. 10016 be introduced and given first, second and third readings.*

**CARRIED**

**Special Finance Committee**  
**Monday, April 15, 2019**

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**ADJOURNMENT**

It was moved and seconded

*That the meeting adjourn (6:25 p.m.).*

**CARRIED**

Certified a true and correct copy of the  
Minutes of the meeting of the Special  
Finance Committee of the Council of the  
City of Richmond held on Monday, April  
15, 2019.

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Mayor Malcolm D. Brodie  
Chair

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Hanieh Berg  
Legislative Services Coordinator



## Planning Committee

Date: Tuesday, April 16, 2019

Place: Anderson Room  
Richmond City Hall

Present: Councillor Linda McPhail, Chair  
Councillor Bill McNulty  
Councillor Carol Day  
Councillor Alexa Loo  
Councillor Harold Steves

Also Present: Councillor Michael Wolfe

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

### MINUTES

It was moved and seconded  
*That the minutes of the meeting of the Planning Committee held on April 2, 2019, be adopted as circulated.*

**CARRIED**

### NEXT COMMITTEE MEETING DATE

May 7, 2019, (tentative date) at 4:00 p.m. in the Anderson Room

### PLANNING AND DEVELOPMENT DIVISION

1. **APPLICATION BY THE CITY OF RICHMOND FOR A TEMPORARY COMMERCIAL USE PERMIT AT 8620 AND 8660 BECKWITH ROAD**  
(File Ref. No. TU 18-841880) (REDMS No. 6139926)

**Planning Committee**  
**Tuesday, April 16, 2019**

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It was moved and seconded

- (1) *That the application by the City of Richmond for a Temporary Commercial Use Permit for the properties at 8620 and 8660 Beckwith Road to allow non-accessory parking as a permitted use be considered for a period of three years; and*
- (2) *That this application be forwarded to the May 21, 2019 Public Hearing at 7:00 pm in the Council Chambers of Richmond City Hall.*

**CARRIED**

**2. VANCOUVER AIRPORT AUTHORITY'S PROPOSED AIRPORT ZONING REGULATIONS: PROPOSED AMENDMENTS TO THE CITY CENTRE AREA PLAN AND ZONING BYLAW**

(File Ref. No. 01-0153-01; 12-8060-20-0010020) (REDMS No. 6150504 v. 3)

A revised version of the proposed Richmond Official Community Plan 7100 Amendment Bylaw 10020 was distributed (attached to and forming part of these minutes as Schedule 1).

With the aid of a PowerPoint presentation (copy on-file, City Clerk's Office), staff briefed Committee on the proposed amendments to the City Centre Area Plan and zoning bylaw, noting that the proposed amendments will respond to Vancouver Airport Authority's (VAA) proposed airport zoning regulations to protect airspace for future runway options. Staff added that the VAA has not formally considered plans to construct any additional runway and that such an initiative would involve extensive stakeholder consultation prior to construction.

It was moved and seconded

- (1) *That Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 10020, be introduced and given first reading;*
- (2) *That Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 10020, having been considered in conjunction with:*
  - (a) *the City's Consolidated 5 Year Financial Plan and Capital Program; and*
  - (b) *the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;*

*is hereby found to be consistent with said program and plans, in accordance with Section 477(3)(a) of the Local Government Act;*



**Planning Committee**  
**Tuesday, April 16, 2019**

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- (3) *That Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 10020, having been considered in accordance with Section 475 of the Local Government Act and the City's Official Community Plan Bylaw Preparation Consultation Policy 5043, is found not to require further consultation; and*
- (4) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 10021, be introduced and given first reading.*

**CARRIED**

3. **MANAGER'S REPORT**

None.

**ADJOURNMENT**

It was moved and seconded  
*That the meeting adjourn (4:09 p.m.).*

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, April 16, 2019.

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Councillor Linda McPhail  
Chair

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Evangel Biason  
Legislative Services Coordinator



**Richmond Official Community Plan Bylaw 7100  
Amendment Bylaw 10020  
(YVR Airport Zoning Regulations – Building Height in the CCAP)**

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

1. Richmond Official Community Plan Bylaw 7100, as amended, is further amended, at Schedule 2.10 (City Centre Area Plan), as follows:

- a) at Section 2.2.3(a) (Encourage “Office-Friendly” Development Opportunities), by adding a double asterisk “\*\*” after the table heading “Typical Maximum Building Height”, and adding the following text immediately after the table:

“\*\* Maximum building height may be subject to established Airport Zoning Regulations in certain areas.”

- b) at Section 2.2.3(a) “Office-Friendly Checklist” by deleting item “3. High-Rise” in and replacing it with the following:

“3. High-Rise

Building heights of 35-45 m (115-148 ft.) are permitted in prominent locations near No. 3 Road, the Canada Line, and in a limited number of waterfront locations (e.g., at No. 3 Road and Cambie Road), but may be subject to established Airport Zoning Regulations in certain areas.”

- c) at Section 2.10.1(e) (Encourage Human-Scaled Development), by adding a double asterisk “\*\*” after the table heading “Maximum Height Permitted Based on Maximum Density”, and adding the following text immediately after the table:

“\*\* Maximum building height may be subject to established Airport Zoning Regulations in certain areas.”

- d) at Section 3.2.4 (Sub-Area A.4: Commercial Reserve – Mid- to High-Rise), by deleting: item “Maximum Typical Height: • 25 - 45 m (82 - 148ft.)” and replacing it with the following:

“*Maximum Typical Height:*

• 25 – 45 m (82 – 148ft.), or less if subject to established Airport Zoning Regulations.”

- e) at Section 3.2.4 (Sub-Area A.4: Commercial Reserve – Mid- to High-Rise), by deleting the fifth row of the table titled “Sub-Area A.4: Commercial Reserve – Mid- to High-Rise” and replacing it with the following:

"E. Maximum Building Height	<ul style="list-style-type: none"> <li>• For 2 FAR or less: 25 m (82 ft.), or less if subject to established Airport Zoning Regulations.</li> <li>• For greater than 2 FAR: varies as per the Plan, 25 – 45 m (82 – 148 ft.), or less if subject to established Airport Zoning Regulations.</li> <li>• Additional height to a maximum of 45 m (148 ft.) may be supported where it enhances the skyline and pedestrian streetscape."</li> </ul>
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- f) at Section 3.2.6 (Sub-Area B.2: Mixed Use – Mid-Rise Residential & Limited Commercial), by deleting the item "Maximum Typical Height: • 25 m (82 ft.)" and replacing it with the following:

*"Maximum Typical Height:*

- 25 m (82 ft.), or less if subject to established Airport Zoning Regulations."

- g) at Section 3.2.6 (Sub-Area B.2: Mixed Use – Mid-Rise Residential & Limited Commercial), by deleting the fifth row of the table titled "Sub-Area B.2: Mixed Use – Mid-Rise Residential & Limited Commercial" and replacing it with the following:

"E. Maximum Building Height	<ul style="list-style-type: none"> <li>• For 1.2 FAR or less: 15 m (49 ft.), or less if subject to established Airport Zoning Regulations.</li> <li>• For greater than 1.2 FAR: 25 m (82 ft.), or less if subject to established Airport Zoning Regulations.</li> <li>• Additional building height may be permitted where it enhances livability on the subject site and neighbouring properties (e.g., reduced shading, reduced overlook)."</li> </ul>
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- h) at Section 3.2.7 (Sub-Area B.3: Mixed Use – High-Rise Residential, Commercial & Mixed Use), by deleting the item "Maximum Typical Height: • 25 - 45 m (82 - 148 ft.)" and replacing it with the following:

*"Maximum Typical Height:*

- 25 – 45 m (82 – 148ft.), or less if subject to established Airport Zoning Regulations."

- i) at Section 3.2.7 (Sub-Area B.3: Mixed Use – High-Rise Residential, Commercial & Mixed Use), by deleting the fifth row of the table titled "Sub-Area B.3: Mixed Use – High-Rise Residential, Commercial & Mixed Use" and replacing it with the following:

"E. Maximum Building Height	<ul style="list-style-type: none"> <li>• For less than 3 FAR: 35 m (115 ft.), or less if subject to established Airport Zoning Regulations, except lower where indicated in the Plan (e.g., Oval Village).</li> <li>• For 3 FAR: 45 m (148 ft.), or less if subject to established Airport Zoning Regulations, except lower where indicated in the Plan (e.g., Oval Village).</li> <li>• Additional height to a maximum of 45 m (148 ft.) may be supported where it enhances the skyline and pedestrian streetscape."</li> </ul>
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- j) at Section 3.2.8 (Sub-Area B.4: Mixed Use – High-Rise Commercial & Mixed Use), by deleting the item "Maximum Typical Height: • 45 m (148 ft.)" and replacing it with the following:

*"Maximum Typical Height:*

- 45 m (148 ft.), or less if subject to established Airport Zoning Regulations."

- k) at Section 3.2.8 (Sub-Area B.4: Mixed Use – High-Rise Commercial & Mixed Use), by deleting the fifth row of the table titled “Sub-Area B.4: Mixed Use – High-Rise Commercial & Mixed Use” and replacing it with the following:

“E. Maximum Building Height	• 45 m (148 ft.), or less if subject to established Airport Zoning Regulations.”
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- l) at Specific Land Use Map: Aberdeen Village (2031), by deleting the map titled Specific Land Use Map: Aberdeen Village (2031) and replacing it with that attached to this bylaw as Schedule A, and by making any text and graphic amendments to ensure consistency with the Specific Land Use Map: Aberdeen Village (2031) as amended;
- m) at Specific Land Use Map: Lansdowne Village (2031), by deleting the map titled Specific Land Use Map: Lansdowne Village (2031) and replacing it with that attached to this bylaw as Schedule B, and by making any text and graphic amendments to ensure consistency with the Specific Land Use Map: Lansdowne Village (2031) as amended;
- n) at Specific Land Use Map: Bridgeport Village (2031), by adding the following immediately below the legend for the map titled Specific Land Use Map: Bridgeport Village (2031):
- “Maximum building height may be subject to established Airport Zoning Regulations in certain areas.”
- o) at Specific Land Use Map: Capstan Village (2031), by adding the following immediately below the legend for the map titled Specific Land Use Map: Capstan Village (2031):
- “Maximum building height may be subject to established Airport Zoning Regulations in certain areas.”
- p) at Specific Land Use Map: Aberdeen Village (2031), by adding the following immediately below the legend for the map titled Specific Land Use Map: Aberdeen Village (2031):
- “Maximum building height may be subject to established Airport Zoning Regulations in certain areas.”
- q) at Specific Land Use Map: Lansdowne Village (2031), by adding the following immediately below the legend for the map titled Specific Land Use Map: Lansdowne Village (2031):
- “Maximum building height may be subject to established Airport Zoning Regulations in certain areas.”
- r) at Specific Land Use Map: Brighthouse Village (2031), by adding the following immediately below the map titled Specific Land Use Map: Brighthouse Village (2031):
- “Maximum building height may be subject to established Airport Zoning Regulations in certain areas.”

- s) at Specific Land Use Map: Oval Village (2031) , by adding the following immediately below the map titled Specific Land Use Map: Oval Village (2031):

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

- 2. This Bylaw may be cited as **“Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 10020”**.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

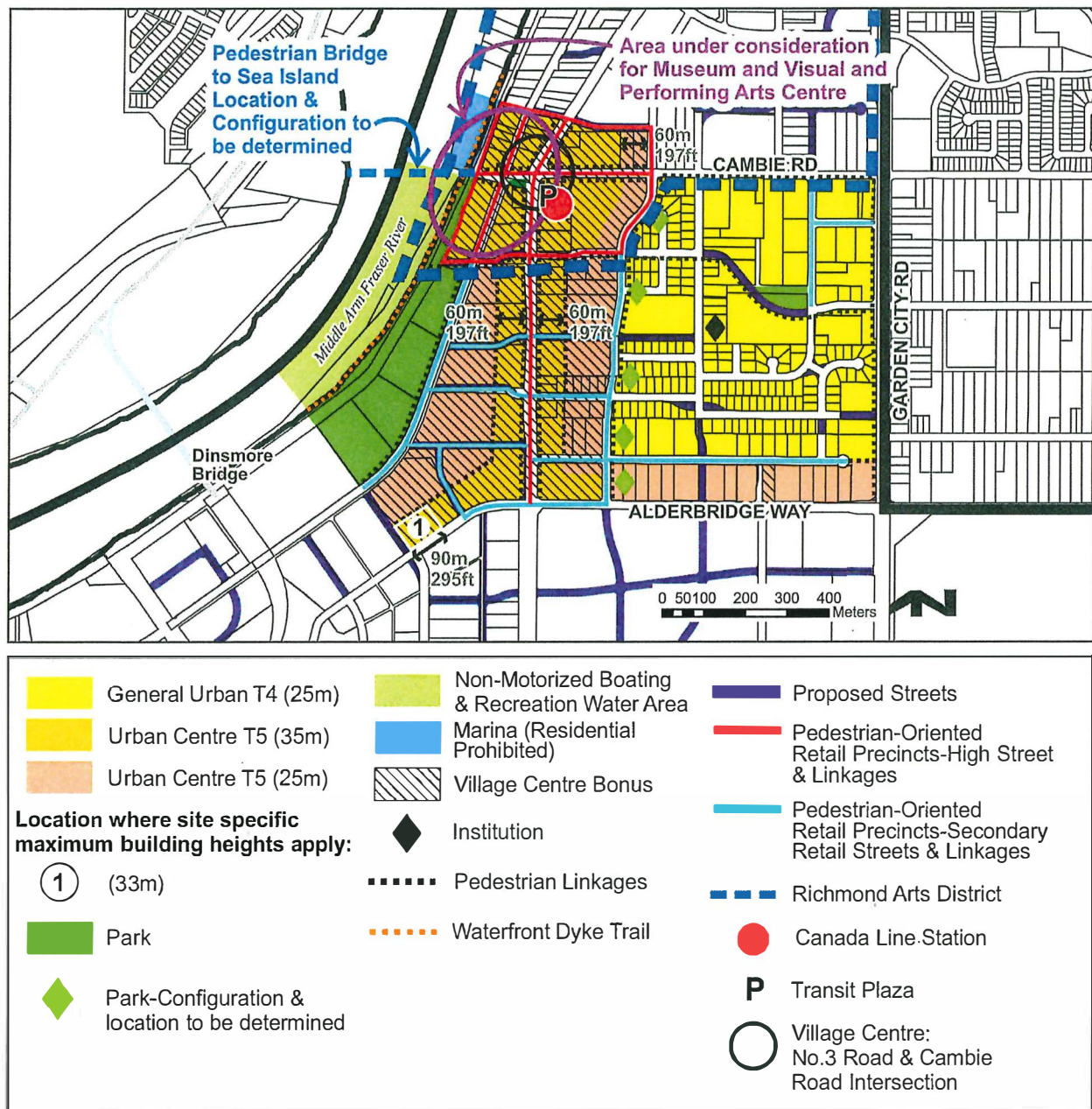
ADOPTED

_____	CITY OF RICHMOND
_____	APPROVED by
_____	APPROVED by Manager or Solicitor
_____	

\_\_\_\_\_  
MAYOR

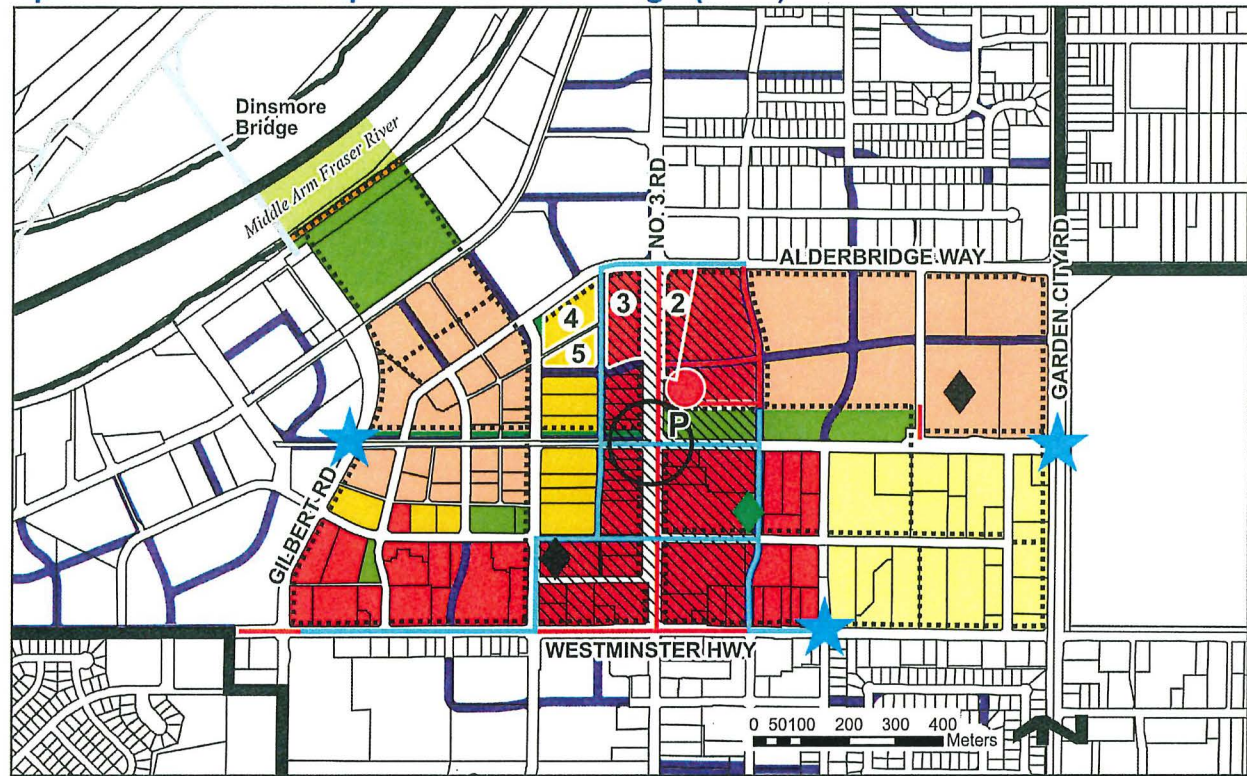
\_\_\_\_\_  
CORPORATE OFFICER

## Schedule A of Bylaw 10020

**Specific Land Use Map: Aberdeen Village (2031)**



## Schedule B of Bylaw 10020

**Specific Land Use Map: Lansdowne Village (2031)**

- |   |   |  |
|---|---|--|
| General Urban T4 (15m)  | Non-Motorized Boating & Recreation Water Area | Proposed Streets   |
| Urban Centre T5 (35m)   | Village Centre Bonus                          | Pedestrian-Oriented Retail Precincts-High Street & Linkages              |
| Urban Centre T5 (25m)   | Institution                                   | Pedestrian-Oriented Retail Precincts-Secondary Retail Streets & Linkages |
| Urban Core T6 (45m)   | Pedestrian Linkages                           | Canada Line Station  |
| <b>Location where site specific maximum building heights apply:</b> |   | Transit Plaza  |
| (43m)   | Waterfront Dyke Trail                         | Village Centre: No. 3 Road & Lansdowne Road Intersection                 |
| (39.5m)   | Enhanced Pedestrian & Cyclist Crossing        |  |
| (Varies from 31m to 33m)  |   |  |
| (Varies from 32m to 35m)  |   |  |
| Park  |   |  |
| Park - Configuration & location to be determined                    |   |  |



## Public Works and Transportation Committee

Date: Wednesday, April 17, 2019

Place: Anderson Room  
Richmond City Hall

Present: Councillor Chak Au, Chair  
Councillor Linda McPhail  
Councillor Alexa Loo – entered at 4:01 p.m.  
Councillor Kelly Greene  
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 Public Works and Transportation Committee held on March 20, 2019, be adopted as circulated.*

**CARRIED**

### NEXT COMMITTEE MEETING DATE

May 23, 2019, (tentative date) at 4:00 p.m. in the Anderson Room

### PLANNING AND DEVELOPMENT DIVISION

1. **ICBC-CITY OF RICHMOND ROAD IMPROVEMENT PROGRAM-2019 UPDATE**

(File Ref. No. 01-0150-20-ICBC1-01) (REDMS No. 6143801)

*Councillor Loo entered the meeting (4:01 p.m.).*

Discussion took place regarding (i) specific road improvements to areas along Steveston Highway near Constable Gate and Westminster Highway and Windsor Court, and (ii) the provision for a continuous bike path along No. 2 Road and staff noted the information could be provided.



## Public Works & Transportation Committee

### Wednesday, April 17, 2019

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In reply to queries from Committee, Fred Lin, Senior Transportation Engineer noted that all projects noted in attachment 2 have been fully funded through previously approved Capital Budgets and are not dependent on ICBC approval and funding.

It was moved and seconded

- (1) *That the list of proposed road safety improvement projects, as described in Attachment 2 of the staff report titled "ICBC-City of Richmond Road Improvement Program – 2019 Update," dated March 27, 2019 from the Director, Transportation be endorsed for submission to the ICBC 2019 Road Improvement Program for consideration of cost-share funding; and*
- (2) *That should the above applications be successful, the Chief Administrative Officer and General Manager, Planning and Development be authorized to negotiate and execute the cost-share agreements, and that the Consolidated 5 Year Financial Plan (2019-2023) be amended accordingly.*

**CARRIED**

## ENGINEERING AND PUBLIC WORKS DIVISION

### 2. **ANNUAL REPORT 2018: RECYCLING AND SOLID WASTE MANAGEMENT – BUILDING MOMENTUM TOWARDS 80% DIVERSION**

(File Ref. No. 10-6370-01) (REDMS No. 6149029 v. 3)

In response to queries from Committee, Suzanne Bycraft, Manager, Fleet and Environmental Programs advised that (i) the Richmond Collection Schedule app includes a Recycling Wizard that allows users to search for items and provides disposal options and any items not listed can be suggested, (ii) feedback is regularly gathered from participants in the Green Ambassadors program which focuses on actively engaging youth, (iii) the key focus areas for 2019 highlighted in the staff report were approved as a part of the budget process and are active programs, and (iv) the use of filters on washing machines to capture synthetics can be further explored in relation to the issue of marine plastics.

Discussion then took place on referring the report to the Council/School Board Liaison Committee and as a result of the discussion, the following **motion** was introduced:

**Public Works & Transportation Committee**  
**Wednesday, April 17, 2019**

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It was moved and seconded

- (1) *That the annual report titled, “Report 2018: Recycling and Solid Waste Management – Building Momentum Towards 80% Diversion” be endorsed and be made available to the community on the City’s website and through various communication tools including social media channels and as part of community outreach initiatives; and*
- (2) *That the annual report titled, “Report 2018: Recycling and Solid Waste Management – Building Momentum Towards 80% Diversion” be forwarded to the Council/School Board Liaison Committee.*

**CARRIED**

3. **2019 NATIONAL PUBLIC WORKS WEEK**

(File Ref. No. 10-6000-01) (REDMS No. 6153921)

It was moved and seconded

*That the staff report titled “2019 National Public Works Week”, dated March 27, 2019 from the Director, Public Works Operations, be received for information.*

**CARRIED**

4. **MITCHELL ISLAND ENVIRONMENTAL STEWARDSHIP INITIATIVES**

(File Ref. No. 10-6175-01) (REDMS No. 6121739 v. 5)

Discussion ensued regarding fines for contraventions to Pollution Prevention and Clean-Up Bylaw No. 8475 and staff were directed to provide further information regarding fine amounts incurred.

In response to questions from Committee, Chad Paulin, Manager, Environment remarked that (i) staff work with a variety of community partners on emergency preparedness measures including working with Richmond Fire-Rescue on fire preparedness and instituting cross departmental meetings with the provincial government and federal agencies, (ii) there are currently no formal organizations for Mitchell Island, however some initiatives recommended in the staff report include finalizing a stewardship role to foster environmental stewardship on the island, (iii) there are opportunities to improve environment stewardship and staff are working with other regulators to encourage more appropriate practices, and (iv) there is no ongoing regular sampling taken around the island however ground water and soil samples are collected when spills are recorded and there are historical records of kept.

It was moved and seconded

*That the outreach initiatives proposed within the staff report titled “Mitchell Island Environmental Stewardship Initiatives” dated March 11, 2019 from the Senior Manager, Sustainability and District Energy, be endorsed.*

**CARRIED**

3.

## Public Works & Transportation Committee

### Wednesday, April 17, 2019

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5. **WATER METER PROGRAM AND SEWER RATE UPDATE**

(File Ref. No. 10-6000-01) (REDMS No. 6037213 v. 8)

Jason Ho, Manager, Engineering Planning, in reply to questions from Committee, clarified that there will be an inconsequential change for the 82% of metered properties that currently save money compared to the flat rate and that any leak discovered within the first two years of a water meter installation in a multi-family complex would include an extension to the two-year guarantee to five years to allow the issue to be fixed.

It was moved and seconded

*That Option 3 – Sewer Rate Cap, as outlined in the report titled “Water Meter Program and Sewer Rate Update” dated March 21, 2019, from the Acting Director, Engineering, be endorsed for use in the preparation of the 2020 utility rate options.*

**CARRIED**

6. **MANAGER’S REPORT**

None.

In response to questions from Committee regarding heavy traffic due to construction along various locations on Granville Street, Lloyd Bie, Director, Transportation noted that a traffic management plan is required prior to construction approval however staff can investigate the cause.

## ADJOURNMENT

It was moved and seconded

*That the meeting adjourn (4:21 p.m.).*

**CARRIED**

Certified a true and correct copy of the Minutes of the meeting of the Public Works and Transportation Committee of the Council of the City of Richmond held on Wednesday, April 17, 2019.

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Councillor Chak Au  
Chair

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Amanda Welby  
Legislative Services Coordinator



# City of Richmond

## Report to Committee

**To:** Community Safety Committee **Date:** March 19, 2019  
**From:** Cecilia Achiam,  
General Manager, Community Safety **File:** 12-8060-01/2018-Vol  
01  
**Re:** Imperial Parking Canada Corporation Contract Renewal

### Staff Recommendation

1. That the City enter into a five year -renewal contract (2019-2023) with Imperial Parking Canada Corporation, as outlined in the staff report titled, "Imperial Parking Canada Corporation Contract Renewal", dated March 19, 2019, from the General Manager, Community Safety; and
2. That the General Manager of Community Safety be authorized to execute the contract with Imperial Parking Canada Corporation.

Cecilia Achiam,  
General Manager, Community Safety  
(4122)

Att. 3

REPORT CONCURRENCE	
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>
Finance	<input checked="" type="checkbox"/>
<b>REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE</b>	<b>INITIALS:</b> CS
<b>APPROVED BY CAO</b> 	

## Staff Report

### Origin

The City entered into a contract with Imperial Parking Canada Corporation on December 1, 2014 to purchase parking meters in respect to the Parking Meter Replacement Program. The purpose of the purchase was to replace the City's aging machine inventory, including ancillary equipment, with a qualified supplier who has the technical resources, industry experience, and capacity to implement a total parking management solution.

This contract included the supply and installation of new machines, configuration of supporting software, comprehensive training and on-going service.

The contract was extended for three years on December 2015 to expire December 31, 2018.

### Analysis

The purpose of this report is to request approval authority for the City to exercise the option pursuant to section 13.3 of the Service Agreement with Imperial Parking Canada Corporation, for the five year term extension from 2019 to 2023. The City's current inventory of 60 meters, were purchased by the City in 2015, with maintenance provided by Imperial Parking Corporation.

The contract extension includes the guaranteed fixed unit price of \$8,995 for any meters the City may purchase during the proposed five year contract extension and also holds the original 2014 contract rate of \$65 per month per meter for wireless charges. This rate remains competitive in today's market based on informal inquiries to other suppliers as per staff's due diligence.

It has been staff's experience that the Imperial Parking Canada Corporation has been consistent and reliable in the delivery of service and has fulfilled all contract obligations with no disruptions of service.

Table 1: Estimated Five Operating Budget

	2019	2020*	2021*	2022*	2023*
	\$	\$	\$	\$	\$
Service & Maintenance Package	35,000	35,000	35,000	35,000	35,000
Supplies & Services	7,200	7,500	7,800	8,100	8,500
IRIS (online reporting system) & Wireless (60 parking meters)	93,600	93,600	93,600	93,600	93,600
Meter Repairs & Maintenance	4,200	5,000	5,000	5,000	5,000
<b>Total</b>	<b>140,000</b>	<b>141,100</b>	<b>141,400</b>	<b>141,700</b>	<b>142,100</b>

\* Anticipated minor annual increases a within CPI

March 19, 2019

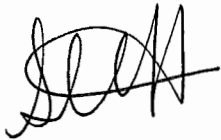
- 3 -

**Financial Impact**

None.

**Conclusion**

The meter program is a critical parking management system, used daily by visitors and residents of the City of Richmond. This request is in compliance with the City's Procurement Policy.

A handwritten signature in black ink, appearing to read 'Susan Lloyd', with a stylized, cursive script.

Susan Lloyd

Manager, Parking Enforcement, Animal Control & Administration - Community Bylaws  
(4467)

CA:sl

Att. 1: Imperial Parking Canada Corporation Agreement

2: Award of Contract 4688P-Parking Meter Replacement Program

3: Amendment and Extension of Service Agreement



# City of Richmond

## Agreement

6911 No. 3 Road, Richmond, BC V6Y 2C1

This Agreement is dated as of the 1<sup>st</sup> day of December, 2014 (the "Effective Date") at the City of Richmond, in the Province of British Columbia

Between:

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

(the "City")

And:

Imperial Parking Canada Corporation  
601 West Cordova Street, Suite 300  
Vancouver, BC  
V6B 1G1

(the "Contractor")

Whereas:

- A. The City is replacing its current parking meters over a phased replacement cycle;
- B. The City issued a Request for Proposal ("RFP 4688P") inviting proponents to submit proposals for working with the City's Community Bylaws Division to implement a total parking meter solution that will replace the City's current parking meters over a phased replacement (the "Parking Meter Replacement Program");
- C. The Contractor submitted a proposal dated December 7, 2012 (the "Proposal") in response to RFP 4688P, and the City selected the Proposal and commenced negotiations with the Contractor;
- D. The City and the Contractor has agreed to enter into this agreement to set-out the parties' roles and responsibilities in respect to the Parking Meter Replacement Program,

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

### 1. Definitions

1.1. In this Agreement, the following definitions apply:

- a) "Account Manager" means the person designated as such by the Contractor under section 8.2 of this Agreement, or such other person designated by the Contractor from time to time;
- b) "Agreement" means this agreement and includes all recitals and schedules to this agreement;
- c) "City" means the City of Richmond;
- d) "City Personnel" means officials, officers, directors, employees, contractors, subcontractors, and agents of the City;

- e) “Contractor” means Imperial Parking Canada Corporation;
- f) “Contract Administrator” means the person designated as such by the City under section 8.1 of this Agreement, or such other person designated by the City from time to time;
- g) “Contractor Personnel” means officers, directors, employees, contractors, subcontractors, and agents of the Contractor;
- h) “Cloud Services” means computing solutions, provided over the Internet to the City pursuant to Schedule B of this Agreement, including without limitation software support, hosting software upgrades necessary to maintain Payment Card Industry (PCI) Data Security Standard (DSS) compliance (excluding any hardware), direct and/or third-party wireless (i.e. cellular) and network setup, access and hosting fees (+ SIM cards), without limitation on bandwidth or data-volume, data hosting, data backup & redundancy, software application licenses and/or website subscription fees with a minimum allowance for up to 12 distinct “users”, full versions and automatic upgrades within 30 days of release date for firmware, OS, BOSS, EMS and/or any other Software as a Service (SaaS), unlimited software configuration iterations for ALL of the following (note: excludes any associated hardware costs): meter alerts, parking rates, Extend-by-Phone, simple Chinese language, operational modes (i.e. by display, by space or by plate), receipt or screen messages and graphics, e-coupons, extend-by-phone configuration, smart card, “PayWave,” “PayPass” and RFID setup;
- i) “Effective Date” means the first date written above;
- j) “Emergency” means a serious, unexpected and/or dangerous situation requiring immediate action;
- k) “Expiration Date” means December 31, 2015;
- l) “Extend-by-Phone Service” means a function that allows customer to receive parking expiry reminders and extend time for parking meter-initiated transactions via text messaging (SMS);
- m) “LUKE II Meters” means the LUKE II parking meters manufactured by Digital Payment Technologies, which conform to the individual configuration and specifications set out in Schedule A, and “LUKE II Meter” means one such parking meter;
- n) “Pay-by-Phone Service” means a function that allows customers to receive parking meter expiry reminders via text messaging (SMS) and to pay for additional parking meter time via telephone;
- o) “Project Manager” means the person designated as such by the City under section 8.1 of this Agreement, or such other person designated by the City from time to time;
- p) “Proposal” has the meaning set-out in Recital C;
- q) “Protected Information” includes but is not limited to personally-identifiable information, individual records, protected health information, or individual financial information that is subject to Provincial or Federal laws restricting the use and disclosure of such information, including, but not limited to, BC’s *Personal Information Protection Act*, SBC 2003 c. 36, *Freedom of Information*



*and Protection of Privacy Act*, RSBC 1996, c.165, and federal *Personal Information Protection and Electronic Documents Act*, SC 2000 c. 5;

- r) “RFP 4688P” has the meaning set-out in Recital A;
- s) “Schedule E Services” has the meaning set-out in section 2.1 of Schedule E of this Agreement;
- t) “Services” has the meaning set-out in section 2.2 of this Agreement;
- u) “Site” means the locations where a LUKE II Meter will be installed, as determined by the City in its sole discretion;
- v) “Taxes” means all goods and services, transaction value, ad valorem, sales and any other taxes, rates, charges or assessments levied, rated, charged or assessed or required to be collected or paid (or both collected and paid) pursuant to this Agreement, but excludes taxes on income, real property and capital;
- w) “Term” has the meaning set-out in section 13.1 of this Agreement;
- x) “Third Party” means persons, corporations and entities other than the Contractor, the City or any of their employees, subcontractors or agents;
- y) “Works” has the meaning set-out in section 2.1 of this Agreement; and
- z) “Works Costs” has the meaning set-out in section 11.1 of this Agreement.

2. Works, Services and Supplemental Items

2.1. The Contractor shall be responsible for completion of the following, as per RFP 4688P and the Proposal, to the satisfaction of the City:

- a) Disposal: the removal and environmentally-responsible disposal of all City-owned Precise Parklink parking meters;
- b) LUKE II Meters: the supply and installation of forty-five (45) LUKE II Meters at Sites designated by the City, and the furnishing of all manuals, keys, supplies, and training services related to the LUKE II Meters;
- c) Infrastructure: implementation of Enterprise Management System (“EMS”), BackOffice Support System (“BOSS”), Extend-by-Phone Service and Pay-By-Phone Service, and all other software and hardware, wireless services, programming and configuration necessary to establish the operation of all LUKE II Meters,  
  
(collectively, the “Works”);

2.2. The Contractor shall provide the following, as per RFP 4688P and the Proposal, to the satisfaction of the City:

- a) ongoing Cloud Services in accordance with Schedule B of this Agreement;
- b) Schedule E Services, in accordance with Schedule E of this Agreement;
- c) Training in accordance with section 14.1 of this Agreement;
- d) an Account Manager assigned specifically to address City matters under this Agreement, with the option of monthly status meetings at the discretion of the City, customized monthly management reports and semi-annual rate surveys via email “pdf”, one routine meter revenue audit per month, plus unlimited anomaly

audits if the cause stems from an error of the Contractor or the manufacturer of the LUKE II Meters;

- e) toll-free contact centre (i.e. phone & email) for diagnosing, reporting and/or requesting hardware or software support in accordance with the hours of operation set-out in section 15.1 of this Agreement; and
- f) automated meter-out-of-order reporting and tracking system with the capability of sending real-time emails or SMS text messages and one (1) pre-configured “rapid deployment” meter dedicated to the City in the event of machine vandalism, theft or catastrophic failure, or relocation of an existing meter, where the resulting down-time is expected to exceed 72 consecutive hours (note: “rapid deployment” unit must have coin-only functionality),

(collectively, the “Services”).

2.3 At the request and option of the City, the Contractor shall provide the supplemental goods, works and services set-out in Schedule C in accordance with the prices set-out in that schedule.

2.4 Upon payment of the fees set-out in section 11.2 of this Agreement, the City becomes the sole owner of the forty-five (45) LUKE II Meters installed pursuant to this Agreement.

### 3. Contractor’s Obligations

#### 3.1. Conduct

The Contractor and Contractor Personnel will conduct themselves professionally and with integrity, and will not embarrass or discredit the City in the performance of the Contractor’s obligations under this Agreement.

#### 3.2. Facilities in Canada

The Contractor will ensure that, unless otherwise agreed by the City in writing, at all times during the Term, the hardware, software systems and facilities used by the Contractor to provide the Works and Services (whether complete or in development) and all of the City’s Protected Information in the Contractor’s possession or control, will be physically located in, or on media that is physically stored in, Canada, and will not be accessible outside of Canada.

#### 3.3. Cooperation and Coordination

- a) The Contractor acknowledges that the City has entered into agreements and may in its discretion enter into additional agreements with other third parties that supply hardware, software, systems or other products or services that may be related to the Works and Services and project management, business process and other consulting services (each an “Other Service Provider”) and that the performance by such Other Service Providers of their obligations and the operation, support, maintenance and use of the hardware, software, systems, products or services of such Other Service Providers and the integration, interface and communication with the Works and Services may require the Contractor’s cooperation and assistance. If the Contractor incurs additional costs as a result of providing cooperation and coordination with Other Service Providers, then the City may consider reimbursing such costs to the Contractor as determined reasonable and mutually agreed by both parties prior to any work commencing.

- b) At the City's request and expense, the Contractor will cooperate with and assist the Other Service Providers in order to coordinate the performance by each Other Service Provider of its obligations with the performance by the Contractor of its obligations, including: (i) making available and providing information to the City and the Other Service Providers regarding the Works and Services; (ii) co-operating with the City and the Other Service Providers to develop interfaces between the Works and Services and the hardware, software and systems of the City and the Other Service Providers; and (iii) otherwise cooperating with the City and the Other Service Providers in order to coordinate the performance of services by the City or any Other Service Provider with the performance of the Contractor's obligations.

3.4. Protection of Information

The Contractor will keep all information collected during the Contractor's performance of its obligations under this Agreement, including without limitation all Protected Information, secure and confidential in accordance with Schedules B and D of this Agreement.

4. Work and Services

4.1. Conformity with Contract Documents

The Contractor will perform the Works and Services in strict conformity with this Agreement and, where applicable, the Proposal and RFP 4688P.

4.2. Standard of Care

The Contractor will provide and perform the Works and Services with that degree of care, skill and diligence normally provided by a qualified and experienced contractor providing and performing similar work and services, and on the understanding that the City is relying on the Contractor's experience and expertise.

4.3. Satisfaction of City

The Contractor will provide and perform the Works and Services to the satisfaction and approval of the City. The City will be the sole judge of the Works and Services in respect of both quality and quantity, and the City's decisions with regard to the Works and Services, or as to the meaning and intention of this Agreement, or any part or parts thereof, will be binding and final upon the Contractor.

4.4. Changes in the Work

Upon mutual agreement between the City and the Contractor, the parties may make changes to the Works and Services, and the fees and time for performance. Except in the case of an Emergency, changes may not be made by the Contractor without written approval by the City's Contract Administrator and Project Manager.

5. Personnel

5.1. Qualified Personnel

The Contractor will only use and employ professional personnel who have the qualifications, experience and capabilities to perform the Works and Services.

5.2. Subcontractors

The Contractor will perform the Work and Services using its own personnel and those subcontractors approved in advance by the City, and will bind all approved subcontractors to the terms of this Agreement, as applicable to the subcontractors work. The Contractor will be as fully responsible to the City for acts and omissions of its subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

5.3. Replacement of Personnel or Subcontractors

If the City reasonably objects to the performance, experience, qualifications or suitability of any of the Contractor's personnel or subcontractors then the Contractor will, on written request from the City, replace such personnel or subcontractor.

5.4. City's Own Forces and Other Contractors

The City may have its own work forces and other contractors on the Sites while the Works or Services are underway. The City will coordinate the work of all contractors on the Sites and require their coordination with each other. The Contractor will report to the City any apparent deficiencies in other contractors' work that would affect the Works or Services immediately after the deficiencies come to the Contractor's attention.

6. Independent Contractor

6.1. It is understood that this Agreement is strictly between the Contractor and the City and the Contractor is an independent contractor for the City and no employment relationship, partnership, agency, or joint venture exists between the City, the Contractor, Contractor Personnel and the personnel of any Contractor Personnel. Any disputes between the Contractor and any Contractor Personnel will be resolved by the Contractor with no involvement by the City.

7. Sites

7.1. Use of Sites

The Contractor will confine the use of the Sites for the Works and applicable Services as directed by the City and will comply with regulations, including City bylaws, that govern the Sites where the Works and applicable Services are located.

7.2. Cleaning of Sites

At the conclusion of the Works and applicable Services, the Contractor will clean up and remove all debris and rubbish to the satisfaction of the City.

8. Representatives

8.1. The City has assigned the following persons as the City's representatives:

Project Manager	Contract Administrator
Curt Toews	Julia Turick
Supervisor Parking Program	Buyer II
Community Bylaws Division	Purchasing Section
Tel: 604-276-4269	Tel: 604-276-4142
E-mail: ctoews@richmond.ca	E-mail: purchasing@richmond.ca

8.2 The Contractor has assigned the following person as the Account Manager for the purposes of this Agreement:

Darren McClelland, CCPFM  
BC Regional Manager

601 West Cordova Street, Suite 300  
Vancouver, BC V6B 1G1  
Tel: 604-331-7229  
Cell: 604-329-1556  
Fax: 604-331-7276  
Email: dmcclelland@impark.com

- 8.3 The Project Manager, Contract Manager and the Account Manager shall serve as each party's contacts for all communications relating to the Works and Services. Each party may change its own contact person by written notice to the other party
9. Acceptance of LUKE II Meters
- 9.1. The Contractor must successfully complete acceptance testing within ninety (90) days immediately following the installation of all forty-five (45) LUKE II Meters. The City will accept the LUKE II Meters only when the Contractor successfully demonstrates that all forty-five (45) LUKE II Meters function in accordance with the requirements of this section 9.1. Acceptance testing will be based on an individual LUKE II Meter being fully and consistently operational for a period of not less than thirty (30) consecutive days, excluding vandalism, theft and issues with the wireless service provider. If a specific LUKE II Meter does not meet this requirement or repeatedly malfunctions or has problems that are not effectively resolved within the ninety (90) day test period, the Contractor will replace the defective LUKE II Meter at no cost to the City.
10. Removal and Installation Schedule
- 10.1. The Contractor will complete the Works in accordance with the following schedule:
- a) Design, Preparation and Deployment Plan – within two (2) weeks of execution of this Agreement by both parties;
  - b) Order and Delivery of LUKE II Meters – within eight (8) weeks following City approval of Design, Preparation and Deployment Plan;
  - c) Removal and disposal of all City-owned Precise Parklink parking meters, together with configuration and installation of forty-five (45) LUKE II Meters – within four (4) weeks following receipt of LUKE II Meters;
  - d) Testing – commencing on the day of installation of each individual LUKE II Meter; and
  - e) Acceptance Period - within ninety (90) days after installation of all forty-five (45) LUKE II Meters.
- 10.2. The City may, at its option, amend the schedule set-out in section 10.1.
11. Lump Sum Payments
- 11.1. The City agrees to pay to the Contractor the amount of \$382,275.00, plus applicable Taxes ("Works Costs") for completion of the Works, in accordance with the payment schedule set-out in section 11.2 of this Agreement.
- 11.2. Progress Payments for Works
- The City will pay to the Contractor the Works Costs in accordance with the following payment schedule:
- (a) 25% of the Works Costs following full execution of this Agreement, for the purpose of securing LUKE II Meters from the manufacturer;

- (b) 25% of the Works Costs upon the Contractor's removal and disposal of the City's Precise Parklink parking meters and installation of all forty-five (45) LUKE II Meters at the Sites designated by the City; and
- (c) 50% of Works Costs upon the City's acceptance of the Luke II Meters in accordance with section 9.1 of this Agreement.

11.3. Payment for Extend-by-Phone Service

In exchange for providing the Extend-by-Phone Service for forty-five (45) LUKE II Meters, the City agrees to pay to the Contractor a one-time fee of \$11,250, plus applicable Taxes, for five (5) years of this service, to be invoiced upon the installation of the first LUKE II Meter. If the City does not extend this Agreement in accordance with section 13.2 of this Agreement, the Contractor shall provide a prorated refund to the City, at the rate of \$4.17, plus applicable Taxes, per Luke II Meter per month multiplied by the number of months remaining in the prepaid five (5) years of Extend-by-Phone Service.

- 11.4. The Contractor will submit invoices to the City requesting payment of the amounts set-out in sections 11.2 and 11.3. The City will pay each invoice within 30 (thirty) days of the receipt of the invoice, provided the pre-requisites for each payment are completed to the City's satisfaction. The City shall not be subject to late payment fees.

12. Fees for Services

- 12.1. In exchange for providing the Schedule E Services, the City agrees to pay the Contractor in accordance with the following:

- a) the fixed amount of \$2737.00, plus applicable Taxes, per month, for servicing up to forty-eight (48) LUKE II Meters, three (3) Cale meters and four (4) Siemens meters. Charges will commence once the first LUKE II Meter is fully installed and operational. Charges will be prorated for the first month based on the installation date. After which, monthly billing will commence.
- b) \$59.50, plus applicable Taxes, per parking meter per month for any additional parking meters to a maximum of sixty-five (65) meters. Charges will be prorated for the first month based on installation date. After which, monthly billing will commence.

- 12.2. In exchange for providing Cloud Services, the City agrees to pay the Contractor in accordance with the following:

- a) \$65.00, plus applicable Taxes, per LUKE II Meter per month for forty-five (45) LUKE II Meter. Charges will commence once the first LUKE II Meter is fully installed and operational. Charges will be prorated for the first month based on installation date. After which, monthly billing will commence.
- b) For all additional LUKE II Meter, charges will be prorated for the first month based on installation date. After which, monthly billing will commence.

- 12.3. In exchange for providing consolidated credit card revenue collection, settlement, reconciliation, deposit (including EFTs) and reporting services, whether undertaken by the Contractor directly and/or another third-party approved by the City (e.g. Chase Paymentech), which will encompass all LUKE II Meters and associated Pay-by-Phone Service and Extend-by-Phone Service as set out in this Agreement, the City agrees the Contractor will deduct 3.95% from gross (pre-Tax) credit card revenue.

- 12.4. In addition to the payment set-out in section 11.3 and of this Agreement, if the City purchases an additional three (3) LUKE II Meters (beyond the first forty-five (45) set-out

in section 2.1(a) of this Agreement), the City agrees to pay to the Contractor \$4.17, plus applicable Taxes, per month for Extend-by-Phone Service for each additional LUKE II Meter. Beyond forty-eight (48) LUKE II Meters, the City will pay to the Contractor an additional \$5.00, plus applicable Taxes, per month for Extend-by-Phone Service for each additional LUKE II Meter.

- 12.5. In addition to the charges for the Extend-by-Phone Service set-out in sections 11.3 and 12.4 of this Agreement, the City agrees to pay to the Contractor a charge of \$0.25 per transaction, plus applicable Taxes.
  - 12.6. In exchange for providing the Pay-by-Phone Service, the City agrees to pay to the Contractor a charge of \$0.35 per transaction.
  - 12.7. The fees set-out in sections 12.1 to 12.6 of this Agreement will be deducted by the Contractor, on a monthly basis, from gross revenue collected from the LUKE II Meters and other City-owned parking meters in accordance with Schedule E of this Agreement.
13. Term, Extension Option and Renewal Option
- 13.1. This Agreement is valid for the period commencing the Effective Date and ending on the Expiration Date (the “Term”).
  - 13.2. The Contractor hereby grants to the City the option to extend this Agreement for a further three (3) years commencing on the Expiration Date (the “Extension Term”), on the same terms, rates and conditions as this Agreement.
  - 13.3. The Contractor hereby grants to the City the option, at the expiration of the Extension Term, to renew this Agreement for up to five (5) years, on terms and conditions to be agreed upon by the parties.
  - 13.4. The City may, at its option, alter, amend or cancel the Services, for any reason and in whole or in part, upon providing ninety (90) days prior written notice to the Contractor.
14. Training
- 14.1. The Contractor shall provide City Personnel a minimum of sixteen (16) hours of software training and a minimum of eight (8) hours of hardware training (together, the “Training”). One City employee will be designated for manufacturer training. The time allotted for the Training shall exclude travel time and be provided to the City at no additional cost to the City. Training will be based on one (1) hour minimum courses, with a maximum of twelve (12) City Personnel per course. The Training will be provided by the Contractor to City Personnel at mutually agreeable dates and times, but no later than 180 calendar days following the Effective Date.
15. Hours of Operation for Works and Services
- 15.1 The Contractor shall, at its sole expense, maintain the following hours of operation for the Works and Services:

Hours of Operation (Service, Labour & Training)	Office: 8 am to 5 pm, Monday through Friday, excluding statutory holidays. Training: 8 am to 5 pm, Monday through Friday, excluding statutory holidays. Call Centre: 7 am to 3 pm, Monday through Friday, excluding statutory holidays Cloud Services: 24/7, Monday through Sunday including
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	<p>statutory holidays</p> <p>Service Technician: 7 am to 11 pm, Monday through Sunday, excluding statutory holidays</p> <p>Rapid Deployment Meter: 7 am to 5 pm, Monday through Sunday, excluding statutory holidays</p>
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16. Patent Fees

- 16.1. The Contractor will pay all royalties and licence fees in respect to the Works (including the LUKE II Meters, if applicable) and Services and will indemnify and save the City harmless from any and all losses on account of suits or claims of infringement of patents or other intellectual property in any way connected to this Agreement.

17. Defective Works or Services

- 17.1 If any of the Works or Services are defective and it is determined to be the responsibility of the Contractor, the City may, in writing, order the Contractor to re-execute or correct the relevant Works or Services in accordance with such order; and if the Contractor fails to comply with such order within ten (10) working days, the City may, at any time thereafter, execute or cause to be executed the order so given, and the Contractor will, on demand, pay to the City, all costs, damages, and expenses incurred in respect thereof or occasioned by reason of the non-compliance by the Contractor with any such orders; and if the Contractor fails to pay such costs, damages, and expenses, the City may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Agreement.

18. Warranties

- 18.1. Unless otherwise specified, the Contractor warrants that only the best workmanship and materials will be employed and if, within a period of one (1) year from the date of installation, a LUKE II Meter or any part thereof are found by the City to be defective or faulty due to imperfect or bad workmanship or material, the Contractor agrees to repair or replace the defective LUKE II Meter forthwith without expense to the City.
- 18.2. The one (1) year warranty set-out in section 18.1 covers all parts and labour resulting in no-charge replacement of parts and components due to defect and/or regular wear and tear, regardless of volume-of-use, but excludes damages as a result of machine vandalism or theft, all consumables, locks and keys.
- 18.3. The Contractor represents and warrants that it has the unrestricted right to perform the Works and provide the Services, and that it has the financial viability to fulfill its obligations under this Agreement. The Contractor represents, warrants and agrees that the Works and Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. The Contractor represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Works or Services. This warranty shall survive the expiration or termination of this Agreement.
- 18.4. The Contractor will assign to the City all Third Party warranties and indemnities that the Contractor receives in connection with any products provided to the City. To the extent that the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent the Contractor is permitted to do so under the terms of the applicable Third Party agreements.



- 18.5. The Contractor represents and warrants to the City that it will comply with all applicable laws, including its tax responsibilities, pertaining to the Agreement and its performance of the Works and provision of the Services.
19. Liens
- 19.1 The Contractor will fully indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Builders Lien Act*, or to any attachment for debt, garnishee process, or otherwise, that arises in connection with the Works.
20. Protection of the Works
- 20.1. The Contractor will protect the Works and all materials associated with the Works from damage while in the Contractors care and custody and will protect the City's property and any adjoining property from injury due to the Works or Services.
21. Indemnification and Insurance
- 21.1. Indemnification
- The Contractor will indemnify, hold, and save harmless the City from and against all claims, losses, damages, costs, actions, and other proceedings, made, sustained, brought or prosecuted in manner, based upon, occasioned by, attributable to any injury, including death, property damage, infringement, or damage arising from any negligent act or omission of the Contractor, the Contractor Personnel, or other persons from whom the Contractor has assumed responsibility in the performance or purported performance of the Contractor's obligations and covenants under this Agreement.
- 21.2. Insurance
- The Contractor will, at its own expense, through the terms of the Contract secure, maintain, and pay for the following coverage:
- Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury. The policy or policies will cover all premises and operations necessary or incidental to the performance of this Contract and include but not necessarily be limited to the following coverage:
- a) Contractual liability assumed under this Agreement
  - b) Contingent employer's liability with respect to operations of sub-contractors
  - c) City's protective liability
  - d) Cross liability clause in favour of the City
  - e) Automobile liability (non-owned, hired)
  - f) Completed operations liability 24 months after completed operations
  - g) Voluntary medical payments
- 21.3. The City and City Personnel will be added as additional insured on all such policies but only with respect to liability arising from the operations of the named insured. All such insurance provided by these policies will be primary regardless of any insurance or self-insurance that may be enforced at the time of any loss or claim that insures the City, its officers, officials, and employees.
- 21.4. The policy or policies will be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the

- approval of the City, which approval will not be unreasonably withheld. Prior to the commencement of the Works, the Contractor will furnish the City through the Purchasing Section of the Finance and Corporate Services Department certificate of insurance of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies will not be cancelled without at least thirty (30) days' written notice to the City.
- 21.5. Maintenance of such insurance and the performance of the Contractor's obligations under this clause will not relieve the Contractor of liability under the indemnification provisions here and above set forth. The foregoing insurance provisions will not limit the insurance required by Provincial or Federal laws or municipal bylaws.
- 21.6. It will be the full responsibility of the Contractor to determine whether any additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Agreement. Any such additional insurance will be provided and maintained by the Contractor its own expense.
22. WorkSafe Coverage/Prime Contractor
- 22.1. The Contractor agrees that it will at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement.
- 22.2. The Contractor agrees that, in respect to activities at each Site, it is the Prime Contractor for the purposes of the WorkSafe Occupational Health and Safety Regulations for the Province of British Columbia. The Contractor will have a safety program acceptable to the WorkSafe and will ensure that all WorkSafe safety rules and regulations are observed during the performance of the Contractor's obligations under this Agreement, including where such obligations are performed by subcontractors or other workers or suppliers. The Contractor will provide the City with the Contractor's WorkSafe registration number and a letter from the WorkSafe confirming that the Contractor is registered in good standing with the WorkSafe and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement.
- 22.3. The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the WorkSafe, including penalties levied by the WorkSafe.
23. Audit
- 23.1. The Contractor is responsible for keeping accurate records related to its performance and obligations under this Agreement. In particular, records will be kept documenting any price, cost or budget computations required under this Agreement.
- 23.2. The Contractor agrees that City or its authorized representative has the right to audit any directly pertinent books, documents, papers and records related to transactions and/or performance of the terms and conditions of this Agreement. Contractor shall make available to City or its representative all such records and documents for audit on Contractor's premises during regular business hours within thirty (30) business days of a written request by the City. Contractor agrees to either: (a) allow City to make and retain copies of those documents useful for documenting the audit activity and results; or (b)

- sequester the original or copies of those documents which City identifies for later access by City.
- 23.3. Unless otherwise stated, the Contractor further agrees to disclose to City within ninety (90) calendar days of receipt any independent auditors' reports which bear directly on the performance or administration of this Agreement.
- 23.4. The City's right to audit shall include periodic examinations of records throughout the term of the Agreement and for a period of five (5) years after its expiry or termination, and shall apply to agents and subcontractors hired by the Contractor for the purpose of fulfilling the Contractor's obligations under this Agreement.
- 23.5. The Contractor shall maintain, and cause its agents and subcontractors to maintain, all pertinent books, documents, papers and records related to transactions and/or performance of the terms and conditions of this Agreement for a period of five (5) years after the expiry or termination of this Agreement.
- 23.6. In the event that an audit discovers substantive findings related to fraud, defect or misrepresentation, the Contractor will reimburse to the City all costs incurred by the City in relation to the audit.
24. Termination
- 24.1. Notwithstanding any other provisions of this Agreement, the City may cancel this Agreement, at any time and for any reason, by providing at least ninety (90) days prior written notice to the Contractor, delivered to the address shown on the first page of this Agreement, or such shorter notice or other manner as may be agreed upon by the parties.
- 24.2. Notwithstanding any other provisions of this Agreement, the Contractor may cancel this Agreement, at any time and for any reason, by providing at least six (6) months prior written notice to the City, delivered to the address shown on the first page of this Agreement, or such shorter notice or other manner as may be agreed by the parties.
25. Default
- 25.1. The City may, by written notice to the Contractor, terminate this Agreement immediately:
- a) if the Contractor fails to complete the Works within the timeframe specified in section 10.1 of this Agreement, as may be amended pursuant to section 10.2;
  - b) if the Contractor becomes bankrupt, or makes a general assignment for the benefit of creditors because of insolvency, or if a receiver is appointed because of insolvency; or
  - c) if the Contractor terminates or suspends its performance under this Agreement or if the Contractor fails to perform its obligations under this Agreement for more than fifteen (15) consecutive calendar days.
- 25.2. Either party will have the right to terminate this Agreement upon five (5) days prior written notice in the event the other party is in breach of a material term of this Agreement and fails to cure the breach within thirty (30) days (or such additional time as is agreed upon by the parties) of receipt of written notice from the non-defaulting party specifying the nature of the breach.
- 25.3. If the City terminates this Agreement in accordance with section 25.1 or 25.2 of this Agreement, the City may:
- a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Works and/or perform the Services;

- b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Works and/or Services;
- c) set off the total cost to the City of performing the Works and/or Services against any amounts owing to the Contractor under this Agreement, and at the completion of the applicable Works and/or Services, pay to the Contractor any balance remaining; and
- d) if the total cost to complete the applicable Works and/or Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

26. Jurisdiction

- 26.1. Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

27. Dispute Resolution

- 27.1. Except in cases of material breach or default, all claims, disputes or issues in dispute between the City and the Contractor shall be decided by mediation or arbitration if the parties agree to mediation or arbitration, and failing agreement, in a Court of competent jurisdiction within the Province of British Columbia.
- 27.2. In the event that the parties agree to arbitration pursuant to the above, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia.
- 27.3. The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

28. General

28.1. Governing Law and Jurisdiction

This Agreement will be governed by the laws of British Columbia and each party agrees to attorn to the jurisdiction of the courts of British Columbia.

28.2. Compliance with Laws

The Contractor will perform the Works and Services in compliance with all applicable codes, laws, regulations, and ordinance, bylaws and regulations, including without limitation, workers' compensation and WHMIS legislation and regulations, and the Contractor will comply with all privacy legislation applicable in performing the Services under this Agreement, including without limitation:

- (a) BC's *Personal Information Protection Act*, SBC 2003 c. 36
- (b) Federal *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5
- (c) BC's *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c 165

28.3. Amendment

This Agreement may be amended only by agreement in writing, signed by both parties.

28.4. Time

Time will be of the essence in this Agreement.

28.5. Assignment

- (a) This Agreement shall be binding on the parties and their successors (through merger, acquisition or other process) and permitted assigns. Neither party may assign, delegate or otherwise transfer its obligations or rights under this Agreement to a third party without the prior written consent of the other party.
- (b) Regardless of whether or not the Contractor uses subcontractors or other third parties to help fulfill Contractor's obligations under this Agreement, the Contractor remains solely and directly responsible to City for fulfillment of Contractor's obligations under this Agreement.

28.6. Non-Agent

This Agreement does not constitute a lease, a partnership nor an agency and nothing contained in this Agreement is to be construed as constituting any party the agent of the other or to limit, in any manner, either party in the carrying on of its own respective business or activities.

28.7. Notices

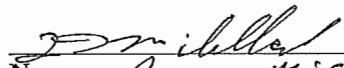
Any notice required to be given in this Agreement will be deemed to be duly given to the City if sent by registered mail addressed to the City's Purchasing Department at Richmond "City Hall, 6911 No. 3 Road, Richmond, BC, V6Y 2C1" and to the Contractor if sent by registered mail addressed to the Contractor at the address set forth on the first page of this Agreement.

28.8. Force Majeure

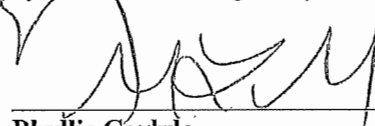
Neither party shall be liable to the other for failure or delay of performance hereunder due to causes beyond its reasonable control. Such delays include, but are not limited to, earthquake, flood, storm, fire, epidemics, acts of government, governmental agencies or officers, war, riots, or civil disturbances. The non-performing party will promptly notify the other party in writing of an event of force majeure, the expected duration of the event, and its anticipated effect on the ability of the party to perform its obligations, and make reasonable effort to remedy the event of force majeure in a timely fashion.

The City and the Contractor agree to the terms and conditions of this Agreement as of the Effective Date.

**Imperial Parking Canada Corporation,**  
by its authorized signatory:

  
Name: *Darlene McClelland*  
Title: *B. C. Regional Manager*

**City of Richmond,**  
by its authorized signatory:

  
Phyllis Carlyle  
General Manager, Law and Community  
Safety

City of Richmond
APPROVED for content by originating dept.
<i>SW.</i> Legal Advice
<i>W</i>
DATE OF COUNCIL APPROVED (if applicable)

**Schedule A**

**LUKE II Meter Configuration and Specifications**

<b>“Luke II” Pay Station Configuration and Specifications – Per Machine</b>	
Housing, Pedestal & Mounting Assembly	1
Solar Assembly	1
Cellular Modem	1
LCD Colour Display	1
Alpha-Numeric Keypad	1
Credit Card Reader (i.e. Visa, MasterCard, Amex)	1
Coin Acceptor Unit	1
Coin Escrow Unit	1
Thermal Printer	1
“Key Way” Locks	2
Ticket Roll	1
Battery	1
Coin Box	2
Provides “Extend by Phone” Service	Yes
Provides “Real-Time” Credit Card Authorization & Processing	Yes
Provides “Real-Time” Transaction Reporting and Alert	Yes
Configured for City of Richmond Parking Tokens	Yes
Configured for “Pay by License Plate”	Yes
A.D.A Compliant with “Simple Chinese” Language Support	Yes
Audible Shock & Vibration Alarm	Yes
Acceptance Testing & Post Installation Review	Yes
Dual cam locks This feature was designed to withstand extreme prying forces without that force being translated to the actual lock. This design provides very robust protection	Yes

against forced opening of the lock. These new locks will be installed on both the Maintenance and Collection doors of the pay station.	
Revised locking bars. The bars that slide and lock the door shut have been redesigned to minimize any points that could be used to pry them open. The redesigned locking bars will be installed on both the Maintenance and Collection doors.	Yes
Anti-drill plates. A series of 5 anti-drill plates have been designed using 10 ga hardened steel, which is very difficult to drill through. These plates will be installed inside each pay station and protect the sides and the back of the coin canister. They also protect the locking mechanisms and lock bars of the two doors, with the locking bar on the Collection door having a second layer of 3/16" hardened steel for added security. These plates will have the same corrosion-resistant zinc TSC coating as the exterior of the pay station to prevent any rust or corrosion inside the cabinet.	Yes

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**Schedule B**

**Cloud Services Terms and Conditions**

This schedule governs the provision and use of Enterprise Management System (“EMS”) and BackOffice Support System (“BOSS”) Cloud Services, wireless data services and EMS & BOSS related support services.

1. **DEFINITIONS**

1.1 “*Accounting transaction*” means sales, purchases, receipts, and payments made by an individual or organization.

1.2 “*City Data*” includes credentials issued to the City by the Contractor and all records relating to the City’s use of the Cloud Services and administration of End User accounts, including any Protected Information of the City personnel that does not otherwise constitute Protected Information of an End User.

1.3 “*Class 1 Error*” means any error that renders the Cloud Services unusable for its intended purpose.

1.4 “*Cloud Downtime*” means any period of time of any duration that the Cloud Services are not made available by the Contractor to the City for any reason, including scheduled maintenance or Enhancements.

1.5 “*Cloud Services*” means computing solutions, provided over the Internet to the City pursuant to this Schedule B, including without limitation software support, hosting software upgrades necessary to maintain Payment Card Industry (PCI) Data Security Standard (DSS) compliance (excluding any hardware), direct &/or third-party wireless (i.e. cellular) and network setup, access and hosting fees (+ SIM cards), without limitation on bandwidth or data-volume, data hosting, data backup and redundancy, software application licenses and/or website subscription fees with a minimum allowance for up to 12 distinct “users”, full versions and automatic upgrades within 30 days of release date for firmware, OS, BOSS, EMS and/or any other Software as a Service (SaaS), unlimited software configuration iterations for ALL of the following (note: excludes any associated hardware costs): meter alerts, parking rates, Extend-by-Phone, simple Chinese language, operational modes (i.e. by display, by space or by plate), receipt or screen messages and graphics, e-coupons, extend-by-phone configuration, smart card, “PayWave,” “PayPass” and RFID setup.

1.6 “*Data*” means all information, whether in oral or written (including electronic) form, created by or in any way originating with the City and End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the City and End Users, in the course of using and configuring the Cloud Services, and includes City Data, End User Data, and Protected Information.

1.7 “*Data Compromise*” means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of the City to access the Data.

1.8 “*Disabling Code*” has the meaning set-out in section 13.1 of this schedule;

1.9 “*Documentation*” means, collectively: (a) all materials published or otherwise made available to the City by the Contractor that relate to the functional, operational and/or performance capabilities of the Cloud Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor that describe the functional, operational and/or performance capabilities of the Cloud Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by the City, and the responses thereto from the Contractor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Contractor “Use Cases Presentation”, “Proof of Concept” or similar type presentations or tests provided by the Contractor to the City.

1.10 “*End User*” means the individuals (including, but not limited to employees, authorized agents, students and volunteers of the City; Third Party consultants, auditors and other independent contractors



using Cloud Services for the City; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Cloud Services; customers of the City provided Cloud Services; and any external users collaborating with the City) authorized by the City to access and use the Cloud Services provided by Supplier under this Agreement.

1.11 “*End User Data*” includes End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or Third Party contained therein or in any logs or other records of the Contractor reflecting End User’s use of the Cloud Services.

1.12 “*Enhancements*” means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Cloud Services that the Contractor may develop or acquire and incorporate into its standard version of the Cloud Services or which the Contractor has elected to make generally available to its customers.

1.13 “*Intellectual Property Rights*” includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, provincial law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, provincial law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, provincial law, and federal law.

1.14 “*Required Service Level*” has the meaning set-out in section 9.2 of this Schedule B.

## 2. RIGHTS AND LICENSE TO END USER DATA

2.1 The parties agree that as between them, all rights to End User Data shall remain the exclusive property of the City, and the Contractor has a limited, nonexclusive license to access and use these Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

2.2 All End User Data and City Data created and/or processed by the Cloud Services is and shall remain the property of the City and shall in no way become attached to the Cloud Services, nor shall the Contractor have any rights in or to City Data.

2.3 This schedule does not give a party any rights, implied or otherwise, to the other’s Data, content, or intellectual property, except as expressly stated in the Agreement.

2.4 The City retains the right to use the Cloud Services to access and retrieve City Data and End User Data stored on the Contractor’s infrastructure at any time at its sole discretion.

## 3. DATA PRIVACY

3.1 The Contractor will use City Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for the City’s and its End User’s sole benefit, and will not share such Data with or disclose it to any Third Party without the prior written consent of the City or as otherwise required by law. By way of illustration and not of limitation, the Contractor will not use such Data for the Contractor’s own benefit and, in particular, will not engage in “data mining” of the City Data or End User Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the City.

3.2 All City Data and End User Data will be stored on servers located solely within Canada.

3.3 The Contractor will provide access to City Data and End User Data only to those Contractor Personnel who need to access the Data to fulfill the Contractor’s obligations under this Agreement. The Contractor will ensure that, prior to being granted access to the Data, Contractor Personnel who perform work under this schedule: (a) have all undergone and passed criminal background screenings; (b) have

successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and (c) possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling. To assist the City in meeting its obligations under the BC *Freedom of Information and Protection of Privacy Act*, as amended from time to time, the Contractor will comply with Schedule D of this Agreement and implement, maintain, and use appropriate and sufficient administrative, technical, and physical security measures to protect the confidentiality and integrity of all electronically maintained or transmitted Data. Contractor will protect said data according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

3.4 The Contractor will appoint a knowledgeable and competent senior person within its organization to be responsible for, and to have the authority to ensure, privacy compliance generally and compliance with this schedule specifically. That person is to be called the Chief Information Officer and Privacy Officer.

#### 4. DATA SECURITY AND INTEGRITY

4.1 All facilities used to store and process City Data and End User Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such Data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the Data involved.

4.2 The Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Cloud Services to the City in a manner that is, at all times during the term of this Agreement, at a level equal to or more stringent than those specified in Payment Card Industry (PCI) Data Security Standard (DSS) at the most recent version, which is incorporated herein by reference.

4.3 Without limiting the foregoing, the Contractor warrants that all City Data and End User Data will be encrypted in transmission (including via web interface) and in storage at a level equivalent to or stronger than 256-bit level encryption.

4.4 The Contractor shall at all times use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting methods in providing Cloud Services.

4.5 The Contractor will configure the Cloud Services to filter spam while permitting communications from Third Party Internet Protocol addresses identified by the City as legitimate.

4.6 The Contractor will obtain evidence – on an annual basis – that the Contractor's vendors performing, handling, processing and storing of in-scope card holder data maintains its "PCI Service Provider Level 1" certification.

4.7 The Contractor will provide the Project Manager with the reports or other documentation from the above audits, certifications, scans and tests within seven (7) calendar days of the Contractor's receipt of such results.

4.8 Based on the results of the above audits, certifications, scans and tests, the Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement, and provide the City with written evidence of remediation.

4.9 The City may require that the Contractor, at the Contractor's expense, perform additional audits and tests, the results of which will be provided to the City within seven (7) calendar days of the Contractor's receipt of such results.

5. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

5.1 Except as otherwise expressly prohibited by law, the Contractor will:

- a) If required by a court of competent jurisdiction or an administrative body to disclose City Data and/or End User Data, the Contractor will notify the City in writing immediately upon receiving notice of such requirement and prior to any such disclosure;
- b) Consult with the City regarding its response;
- c) Cooperate with the City's reasonable requests in connection with efforts by the City to intervene and quash or modify the legal order, demand or request; and
- d) Upon the City's request, provide the City with a copy of its response.

5.2 If the City receives a subpoena, warrant, or other legal order, demand or request seeking City Data or End User Data maintained by the Contractor, the City will promptly provide a copy to the Contractor. The Contractor will supply the City with copies of Data required for the City to respond within forty-eight (48) hours after receipt of copy from the City, and will cooperate with the City's reasonable requests in connection with its response and all expenses shall be borne by the Contractor.

6. DATA COMPROMISE RESPONSE

6.1 The Contractor shall report, either orally or in writing, to the City any Data Compromise involving City Data or End User Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of City Data or End User Data, not authorized by this Agreement or in writing by the City, including any reasonable belief that an unauthorized individual has accessed City Data or End User Data. The Contractor shall make the report to the City immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hour after the Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by the Contractor regarding Data Compromises will be subsequently reported in writing and supplied to the City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after the oral report.

6.2 Immediately upon becoming aware of any such Data Compromise, the Contractor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to the City and continue to keep the City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved.

6.3 The report required pursuant to section 6.1 of this schedule shall identify: (a) the time and date of the unauthorized disclosure, (b) the nature of the unauthorized use or disclosure, (c) the City Data or End User Data used or disclosed, (d) who made the unauthorized use or received the unauthorized disclosure (if known), (e) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (f) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

6.4 Within one (1) calendar day of the date the Contractor becomes aware of any Data Compromise, the Contractor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Cloud Services as directed by the City, and prevent further similar unauthorized use or disclosure.

6.5 The Contractor, at its expense, shall cooperate fully with the City's investigation of and response to any Data Compromise incident.

6.6 Except as otherwise required by law, the Contractor will not provide notice of the incident directly to the persons whose Data were involved, regulatory agencies, or other entities, without prior written permission from the City.

7. DATA RETENTION AND DISPOSAL

7.1 Using appropriate and reliable storage media, the Contractor will regularly backup City Data and End User Data and retain such backup copies for a minimum of ten (10) years after the expiration or termination of this Agreement.

7.2 At the City's option, the Contractor will either securely destroy or provide to the City the repository of all backup copies of City Data and End User Data. If the City requires destruction of the backup copies, the Contractor will provide the City with a certificate or certificates indicating the records disposed of, the date disposed of, and the method of disposition used.

7.3 The Contractor will retain logs associated with End User activity for a minimum of twelve (12) months from when the logs were created.

7.4 The Contractor will retain electronic records encompassing all data captured by the Cloud Services for a minimum of ten (10) years from the final accounting transaction under this Agreement.

7.5 The Contractor will immediately place a "hold" on Data destruction or disposal under its usual records retention policies of records that include City Data and End User Data, in response to an oral or written request from the City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be confirmed in writing and supplied to the Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with the Contractor regarding the preservation and disposition of these records. The Contractor shall continue to preserve the records until further notice by City.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

8.1 Upon termination or expiration of this Agreement, the Contractor will ensure that all City Data and End User backup data are securely transferred to the City, or a Third Party designated by City, within thirty (30) calendar days, all as further specified in the technical specifications to be determine by the City. The Contractor will ensure that such migration uses facilities and methods that are compatible with the relevant systems of City, and that City will have access to City Data and End User Data during the transition. In the event that it is not possible to transfer the aforementioned data to City in a format that does not require proprietary software to access the data, the Contractor shall provide City with an unlimited use, perpetual license to any proprietary software necessary in order to gain access to the data.

8.2 The Contractor will provide City with no less than ninety (90) calendar days notice of impending cessation of its business or that of any of its subcontractors and any contingency plans in the event of notice of such cessation. This includes immediate transfer of any previously escrowed assets and Data and providing City access to the Contractor's facilities to remove and destroy City-owned assets and Data.

8.3 Along with the notice described above, the Contractor will provide a fully documented service description and perform and document a gap analysis by examining any differences between its Cloud Services and those to be provided by its successor.

8.4 The Contractor will provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the City.

8.5 The Contractor shall implement its contingency and/or exit plans and take all necessary actions to provide for an effective and efficient transition of service with minimal disruption to the City. The Contractor will work closely with its successor to ensure a successful transition to the new service and/or equipment, with minimal Downtime and effect on the City, all such work to be coordinated and performed no less than ninety (90) calendar days in advance of the formal, final transition date.

9. SERVICE LEVELS

9.1 The Contractor represents and warrants that the Cloud Services will be performed in a professional manner consistent with industry standards applicable or related to such Cloud Services.

9.2 The Contractor represents and warrants that the Cloud Services will be operational at least 99.9% of the time in any given month during the term of this Agreement (the "Required Service Level").

9.3 Transactions conducted on the pay station shall have a processing time of no more than eight (8) to twelve (12) second from the time the purchase is committed (coins inserted/bills inserted or credit card swiped) until the time a ticket/receipt is printed on the pay station, assuming the pay station is configured to accept credit cards in offline/batch mode. For pay stations configured in online/real-time processing mode, processing time may vary based on the City's tolerance preferences for store-and-forward/real-time processing setting as well as wireless connectivity and other external dependencies.

9.4 If the Cloud Services fall below the Required Service Level for fifteen (15) or more days out of thirty (30) days, the Contractor shall be considered to be in material default, and the City may terminate the Agreement without penalty in accordance with 25.1 of this Agreement.

9.5 The Contractor will adhere to the following service level response related to the operation & maintenance of all software associated with the LUKE II Meters, including the Cloud Services:

Service Response Level	Notification	Diagnosis	Interim Fix	Permanent Fix
System problem –with or between DPT Luke II Meters or EMS or BOSS or Extend-by-Phone, which results in service deterioration or failure	1 hour	4 hours	3 days	30 days

9.6 For the purposes of Section 9.5, service level response applies to any of the below issues:

- a) Collective Problem - any deterioration or failure impacting the Cloud Services & LUKE II Meter operations
- b) Isolated Problem - any deterioration or failure impacting a proportion of Cloud Services or LUKE II Meter operations
- c) Intermittent Problem - any deterioration or failure of operations that recurs more than 3 times within any given 24 hour period
- d) Critical Problem - any deterioration or failure of system functions or corruption or loss of data related to the acceptance, processing and settlement of transactions

9.7 With respect to Cloud Downtime, the Contractor will waive the monthly fee as set out in Section 12.2 of the Agreement for each LUKE II Meter impacted by Cloud Downtime that exceeds ten (10) or more consecutive days within a calendar month.

9.8 The Contractor shall provide the Project Manager with monthly reports documenting its compliance with the service levels detailed herein. Reports shall include, but not be limited to, providing the following information:

- a) Monthly Cloud Services availability by percent time, dates and minutes that Cloud Services were not available, and identification of months in which agreed upon service levels were not achieved;
- b) Quantity of all transactions and ratio of credit card transactions process in real-time vs. store-and-forward mode per month.

**10. INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE**

10.1 Notwithstanding the Force Majeure provisions contained herein, the Contractor shall be responsible for providing disaster recovery Cloud Services if the Contractor experiences any incidents that disrupts and/or suspends the provision of Cloud Services to the City. The Contractor shall take all necessary steps to ensure that the City shall not be denied access to the Cloud Services for more than five (5) hours in the event there is a disaster impacting any of the Contractor's infrastructure necessary to provide the Cloud Services. The Contractor shall maintain the capability to resume provisions of the Cloud Services from an alternative location and via an alternative telecommunications route in the event of a disaster that renders the Contractor's primary infrastructure unusable or unavailable. If the Contractor fails to restore the Cloud Services within five (5) hours of the initial disruption of service, the City may declare the Contractor to be in default of this Agreement and the City may seek alternate Cloud Services or may request manual reconciliation of any or all Cloud Services.

10.2 In the event of a service outage for more than ten (10) consecutive days, the Contractor will waive, at the City's election, the pro-rated amount of fees corresponding to the time Cloud Services were unavailable.

10.3 From time to time it may be necessary or desirable for either the City or the Contractor to propose changes in the Cloud Services provided. Prior notice of such changes shall be provided in accordance with section 11.6 of this schedule. Enhancements to any software used by the Contractor to provide the Cloud Services that simply improve the speed, efficiency, reliability, or availability of existing Cloud Services and do not alter or add functionality, are not considered "changes to the Cloud Services" and such Enhancements will be implemented by the Contractor on a schedule no less favourable than provided by Contractor to any other customer receiving comparable levels of Cloud Services.

10.4 Contractor will provide the City with forty-eight (48) hours prior notice of any times that the Cloud Services will be unavailable due to non-emergency maintenance or Enhancements. Contractor will schedule any such times that the Cloud Services will be unavailable outside of the City's regular hours of operation. In the event of unscheduled and unforeseen times that the Cloud Services will for any reason, except as otherwise prohibited by law, Contractor will immediately notify the City and cooperate with the City's reasonable requests for information regarding the Cloud Services being unavailable (including causes, effect on Cloud Services, and estimated duration).

10.5 Contractor may suspend access to Cloud Services by an End User immediately in response to an act or omission that reasonably appears to jeopardize the security or integrity of Contractor's Cloud

Services or the network(s) or facilities used to provide the Cloud Services. Suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. The suspension will be lifted immediately once the breach is cured. Contractor may suspend access to Cloud Services by an End User in response to a material breach by End User of any terms of use s/he has agreed to in connection with receiving the Cloud Services. Contractor will immediately notify the City of any suspension of End User access to Cloud Services.

10.6 Contractor may suspend access to Cloud Services by the City in response to an act or omission that poses a significant threat to the security or integrity of Contractor's Cloud Services or the network(s) or facilities used to provide the Cloud Services. Contractor will provide the City with at least fifteen (15) business days advance written notice of intent to suspend and justification for suspension. The City will have fifteen (15) business days to review and respond to such notice, and to correct any such action or omission prior to suspension. If the City's response resolves the issue to the parties' mutual satisfaction, suspension will not occur. If the City is unable to resolve the issue within the stated timeframe, then suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. Any such suspension will be lifted immediately once the breach is cured.

#### 11. TECHNICAL SUPPORT

11.1 During the term of this Agreement Contractor will provide the City and End Users with ongoing technical support for the Cloud Services at no less than the levels and in the manners set-out in this section 11 of this schedule.

11.2 Notwithstanding Section 8.2 of this schedule, the Contractor may not withdraw technical support for any Service without twelve (12) months advance written notice to the City.

11.3 The City shall receive the general help desk technical support offered by Contractor to its other customers. Irrespective of Contractor's general technical support offerings, the Contractor shall provide the City with the following technical support relating to Cloud Services between the hours of 7am and 11pm, seven days per week:

- a) clarification of functions and features of the Cloud Services;
- b) clarification of the Documentation;
- c) guidance in the operation of the Cloud Services; and
- d) error verification, analysis, and correction, including the failure to produce results in accordance with the Documentation.

11.4 The following provisions shall be applicable to the correction of Cloud Services errors:

- a) If the City detects what it considers to be an error in the Cloud Services which causes it not to conform to, or produce results in accordance with, the Documentation, then the City shall by telephone or e-mail notify Contractor of the error.
- b) The Contractor shall provide a current list of persons and telephone numbers for the City to contact to enable the City to escalate its support requests for issues that cannot be resolved by a help desk technician or for circumstances where a help desk technician does not respond within the time specified in section 9.5 of this schedule. The Calling List shall include: (1) the first person to contact if a question arises or problem occurs; and (2) the persons in successively more responsible or qualified positions to provide the answer or assistance desired. If Contractor does not respond promptly to any request by the City for telephone consultative service, the City may attempt to contact the next more



responsible or qualified person on the Calling List until contact is made and a designated person responds to the call.

- c) The Contractor shall respond in accordance with the Service Response Level criteria as outlined in section 9.5 of this schedule to the City's requests for assistance in correcting or creating a workaround for a Cloud Services error. Contractor's response shall include assigning fully-qualified technicians to work with the City to diagnose and correct or create a workaround for the Cloud Services error and notifying the City's representative making the request for assistance of Contractor's efforts, plans for resolution of the error, and estimated time required to resolve the error.
- d) The Project Manager and Account Manager, or such persons as otherwise designated by the City and Contractor, shall serve as the parties' contacts for all communications relating to technical support. Each party may change its own contact person by written notice to the other party.

11.5 The following provisions shall set forth the Contractor's obligations to provide Enhancements:

- a) The Contractor shall generally enhance and improve the Cloud Services for as long as the City elects to receive and pays for the Cloud Services.
- b) The Contractor shall provide to the City during the Term: (i) any and all Enhancements which it develops with respect to the Cloud Services; (ii) any and all Enhancements required by federal or provincial governmental, or professional regulatory mandates related to the City's use of the Cloud Services; and (iii) the Documentation associated with any Enhancements.

11.6 The Contractor will provide the City with ninety (90) calendar days advance written notice of proposed product changes as well as implementation plans and schedules relating to the Cloud Services.

## 12. TRANSITION ASSISTANCE

12.1 The Contractor will develop, provide and implement the following transition assistance ("Transition Assistance") to support the City's successful and uninterrupted transition from its current software applications to the Cloud Services. Transition Assistance will be provided by the Contractor as detailed below at no additional cost to the City. Transition assistance will be provided by the Contractor at the City at mutually agreeable dates and times, but no later than ten (10) calendar days following the Effective Date of the Agreement.

12.2 Within no more than ten (10) calendar days after the Effective Date of the Agreement, the Contractor shall, at its own expense, provide qualified individuals to (a) uninstall existing software applications; (b) implement the Cloud Services, and (c) assist in testing of the Cloud Services to ensure that they are functioning in accordance with the terms of this schedule.

12.3 The Contractor shall coordinate with the City's Project Manager, and they shall develop a mutually agreeable installation plan and schedule for the assistance provided above.

12.4 The installation plan shall provide for:

- a) The timely and successful integration of the Contractor software, applications and Cloud Services with the City's existing parking meter systems.



- b) The integration with the following third party vendors which are currently available: T2 Systems and Parktoria/TicketManager. Specific integration assistance with any of these vendors is not in the scope of this schedule.
- c) The City's ability to, directly or through instructions to the Contractor, create, modify, suspend, eliminate, assign aliases for, and internally delegate the administration of, individual and group accounts created as part of the Contractor's provision of Cloud Services.

12.5 The City agrees (a) to have the premise(s) at which the Cloud Services will be used prepared in accordance with applicable Contractor requirements prior to the effective date of the installation plan and schedule; and (b) maintain the premise(s) at its own expense subsequent to completion of the installation plan and schedule. The City shall provide any and all necessary utility services for use of the Cloud Services.

12.6 In connection with the Contractor's Transition Assistance, the City will provide information, Data, computer access and time, work space, forms, data entry and telephone service and personnel reasonably necessary to assist the Contractor consistent with the City's computer use policies and procedures.

### 13. WARRANTIES, REPRESENTATIONS AND COVENANTS

13.1. Disabling Code Warranty. The Contractor represents, warrants and agrees that the Cloud Services do not contain and the City will not receive from the Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system or Data (a "Disabling Code").

13.2 In the event a Disabling Code is identified, the Contractor shall take all steps necessary, at no additional cost to the City, to: (a) restore and/or reconstruct any and all Data lost by the City as a result of the Disabling Code; (b) furnish to the City a corrected and fully functional version of the Cloud Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Cloud Services at no additional cost to the City. This warranty shall remain in full force and effect during the term of this Agreement and any extension or renewal thereof.

13.3 Intellectual Property Warranty. The Contractor represents, warrants and agrees that: (a) the Contractor has all Intellectual Property Rights necessary to provide the Cloud Services to the City in accordance with the terms of this Agreement; (b) the Contractor is the sole owner or is a valid licensee of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the Cloud Services, and has secured all necessary licenses, consents, and authorizations with respect to the use of these underlying elements; (d) the Cloud Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and (e) there is currently no actual or threatened suit against the Contractor by any Third Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

13.4 Date/Time Change Warranty. The Contractor represents and warrants to the City that the Cloud Services provided will accurately process date and time-based calculations under circumstances of change including, but not limited to, century changes and daylight saving time changes. The Contractor must repair any date/time change defects at the Contractor's own expense.

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13.5 THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE CLOUD SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Schedule C – Supplemental Items**

Item	Price (excluding applicable taxes)	Notes
Additional LUKE II Meters, with configuration and specifications as set-out in Schedule A	\$8,495 per unit	Unit price guaranteed for a period of five (5) years from Effective Date for up to seventy (70) units. Additional units above seventy (70), in years 4 and 5, will be restricted to a maximum price of 7.5% above guaranteed unit price.
Supplemental Training	\$95 per hour	Time allocation excludes travel and is based on a one (1) hour course minimum and maximum class size of 12 people. Training to be at mutually agreed schedule and location.
Supplemental Labour	\$47.50 per hour	Hourly rate for hardware/software diagnostics and service, outside scope of equipment warranty under Agreement, Cloud Services warranties under Schedule B, and first thirty (30) minutes of service calls via the Meter Out of Order Line under Schedule E.
Ticket Rolls	\$45 per roll	Must meet Digital Payment Technology standards for warranty compliance
Meter doors & housing	\$1,563	<p>Unit price guaranteed for five (5) years from Effective Date.</p> <p>Part pricing will include freight &amp; handling and next business day delivery and not require a minimum order.</p> <p>Parts will be stocked locally and meet Digital Payment Technology</p>
Meter pedestal	\$305	
Meter mounting assembly	\$23	
Thermal printer	\$750	
Credit card reader	\$300	
Coin inlet	\$35	
Receipt window	\$30	
Alpha-numeric keypad	\$189	
Main-board	\$1,755	
Modem	\$319	
Escrow assembly	\$270	
Coin- acceptor assembly	\$272	
Coin box	\$300	

City of Richmond  
4688P – Parking Meter Replacement Program

Full key set	\$32	warranty.
Replacement lock	\$92	
Colour screen	\$410	
Solar element	\$378	
solar panel housing	\$500	
antenna knob	\$59	
antenna cable & base thread	\$34	
primary battery	\$75	

## Schedule D – Freedom of Information Protection Schedule

**Defined terms:** In this Schedule, “personal information”, “public body”, “service provider”, “employee”, “associate” and “access” have the meanings set out in the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time (“FOIPPA”), the “City” means the City of Richmond, and “Contractor” means the Imperial Parking Canada Corporation.

1. **Employees, associates and subcontractors:** In this Schedule, any reference to Contractor includes its employees and associates, as well as any authorized subcontractor engaged by Contractor to perform obligations under the Agreement. Contractor will ensure that all such persons comply with the Contractor’s obligations set forth in this Schedule.
2. **Addition to other confidentiality obligations:** This Schedule is in addition to any other confidentiality and security obligations set forth elsewhere in the Agreement, and such other confidentiality obligations extend to and include personal information except as specifically modified by this Schedule.
3. **Application of FIPPA:** Contractor acknowledges: (a) the City is a public body and is subject to the provisions of FIPPA, and (b) Contractor is a service provider to the City, and as such it is subject to the provisions of FIPPA with respect to the personal information to which Contractor may have access pursuant to the Agreement. If the City provides any personal information to Contractor or Contractor otherwise obtains access to any personal information in the City’s custody or control, Contractor will comply with this Schedule and all applicable provisions of FOIPPA, including without limitation those provisions regarding the collection, storage, use, protection, and disclosure of personal information.
4. **Physical Custody:** Contractor acknowledges and agrees that, to the extent reasonably possible, all personal information will remain in the City’s physical custody, and Contractor will not remove any personal information from the City’s physical custody without the City’s express prior written approval.
5. **Custody and control:** If the City provides any personal information to Contractor pursuant to the Agreement, the City is transferring only physical custody of personal information to Contractor, not control of that personal information. Authority for the use, disclosure, access, destruction, and integrity of any personal information remains with the City at all times.
6. **Use of personal information:** If the City provides any personal information to Contractor, unless otherwise approved by the City in writing, Contractor will only use personal information for the performance of Contractor’s obligations under the Agreement.
7. **No storage, disclosure or access outside Canada:** If the City provides any personal information to Contractor, then unless the City otherwise directs in writing, Contractor will not store or disclose the personal information outside of Canada, will not access the personal information from outside Canada, and will not permit any other persons to have access to the personal information from outside Canada. If Contractor determines that temporary storage and access to the personal information may be required outside of Canada for the purposes of installing, implementing, maintaining, repairing, trouble-shooting or upgrading an electronic system, or for data recovery that is being undertaken following failure of an electronic system, Contractor will give notice to the City and the City may, in its sole discretion, permit the personal information to be stored or accessed from outside Canada for the minimum time necessary to fulfill the identified purpose, subject to Contractor’s compliance with such conditions (including storage and access conditions) as the City in its sole discretion considers appropriate.
8. **Authorized persons only:** If the City provides any personal information to Contractor, Contractor will ensure that no person collects, accesses, uses or discloses personal information except those employees, associates and authorized subcontractors of Contractor who are required to collect, access, use or disclose the personal information for the purpose of Contractor performing its obligations under the Agreement (“Authorized Persons”).
9. **Responsible senior person:** Contractor will appoint a knowledgeable senior person within its organization to be responsible for, and to have the authority to ensure, privacy compliance generally and compliance with this Schedule specifically.
10. **Security measures:** Contractor will have security measures in place to ensure that any personal information provided by the City is collected, accessed, used, disclosed and disposed of only by Authorized Persons. Such security measures will include without limitation:

- (a) restricted access to records containing paper copies of personal information;
- (b) restricted access to personal information stored on computer systems and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Persons, and subject to a documented audit trail;
- (c) personal information will not be removed from Contractor's premises unless approved by the City in writing in advance; and
- (d) personal information will not be transmitted over the Internet or any other wide area or local network unless Contractor uses industry standard practices for data security, including encrypting the transmission in a manner that renders it unreadable except by the intended recipient.

11. **Inspection by City:** Both during and after the term of the Agreement, Contractor will permit the City to conduct an inspection of Contractor's premises and information management systems in order to verify Contractor's information management policies or practices relevant to its compliance with this Schedule, provided that the inspection will be conducted: (a) on not less than two (2) days prior notice by the City to Contractor; (b) by the City's representatives (which may include an independent accounting firm selected and engaged by the City at its sole expense); (c) during normal business hours; (d) subject to reasonable security, confidentiality and access restrictions and requirements as may be required by Contractor.

12. **Notice of non-compliance:** Contractor will promptly give notice to City of any non-compliance or anticipated non-compliance with this Schedule (including any misappropriation of personal information) and will further inform the City of all steps Contractor proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

13. **Foreign demands for disclosure:** Contractor acknowledges and agrees that it is subject to the laws of British Columbia and Canada as such laws affect its business. Contractor agrees that, if it receives any order, directive, ruling, requirement, judgment, injunction, award or decree, decision or other requirement ("**Order**") issued by a foreign court, an agency of a foreign state, or another authority outside Canada, which Contractor reasonably believes requires, directly or indirectly, the disclosure of personal information obtained by Contractor in connection with this Agreement, Contractor will immediately give notice to the City and comply with the notification and other obligations under FOIPPA.

14. **Termination for breach:** Any breach of this Schedule by Contractor or its employees, associates or authorized subcontractors will be considered a material breach of the Agreement by Contractor and will be grounds for immediate termination of the Agreement by the City without liability to Contractor of any kind if Contractor does not remedy such breach within seven calendar business days after written notice by the City. Contractor acknowledges that unauthorized disclosure to a third party of any personal information received by it from the City is a breach that cannot be remedied. Any termination of the Agreement under this Section 15 is in addition to all other rights and remedies to which the City is entitled pursuant to the Agreement or otherwise.

15. **Notices:** All notices to the City required under this Schedule will be in writing and delivered to the City at the address for notice specified in the Agreement with a copy delivered by overnight courier to: Director, City Clerk's Office, City of Richmond, 6911 No. 3 Road, Richmond, British Columbia, Canada, V6Y 2C1.

16. **Survival:** The provisions of this Schedule survive and apply after the expiry or termination of the Agreement.

**Schedule E – Stocking, Maintenance & Collection Services**

WHEREAS

- A. the City has installed or cause to be installed parking meters (including LUKE II Meters, three (3) Cale parking meters and four (4) Siemens parking meters) (collectively, the “Parking Meters”) for the purpose of collecting pay-parking revenue for on-street and off-street surface parking spaces owned by the City;
- B. The parties desire that the Contractor provide to the City certain services in respect to the Parking Meters,

THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Definitions

1.1. For the purposes of this Schedule:

- (a) “Balance of Revenue” means Gross Revenue less Fees and Expenses and Taxes Collected;
- (b) “Fees and Expenses” means:
- (i) the fees set-out in sections 12.1 to 12.6 of the Agreement; and
  - (ii) supplemental parts and labour costs permitted by sections 2.2(d) and (e) of this schedule; and
  - (iii) other supplemental costs (i.e. supplemental training) approved in writing in advance by the City;
- (c) “Gross Revenue” means all pay-parking revenue, including Taxes Collected, from the Parking Meters, including without limitation, via the Extend-by-Phone Service, Pay-by-Phone Service, and cash and credit card transactions;
- (d) “Parking Meters” has the meaning set-out in Recital A of this schedule;
- (e) “Reports” means the reports set-out in section 4.1 of this schedule, and “Report” means one such report;
- (f) “Schedule E Services” means the services set-out in section 2.1 of this Agreement;
- (g) “Standards” means prevailing industry standards governing the storing, handling, processing and transmission of personal and financial information, including, but not limited to, Payment Card Industry (PCI) Data Security Standards (DSS); and
- (h) “Taxes Collected” means Taxes collected as part of Gross Revenue.

2. Services

2.1. The City hereby engages the Contractor to provide the following services, in accordance with the terms and conditions of this schedule:

- (a) collection and processing of payments (including without limitation, via the Extend-by-Phone Service, Pay-by-Phone Service, and cash and credit card transactions) made to the Parking

Meters, including up to forty-eight (48) LUKE II Meters, three (3) Cale parking meters and four (4) Siemens parking meters, which are located within the City's Block Meter Zones set-out in Schedule L of the City's Traffic Bylaw No. 5870, as amended or replaced from time to time;

- (b) monthly reconciliation and reporting in respect to Gross Revenue, Fees and Expenses, Taxes Collected, and Balance of Revenue, as set out in this schedule;
  - (c) compiling, collating and producing the Reports;
  - (d) stocking and maintenance of up to forty-eight (48) LUKE II Meters;
  - (e) stocking, external fault notification, system resets, vendor service assistance, external cleaning and solar panel snow removal for three (3) Cale meters and four (4) Siemens meters; and
  - (f) remitting all Taxes Collected to the Canada Revenue Agency and other taxing authorities, if applicable, in a timely manner,
- (collectively, the "Schedule E Services")

2.2 The following apply in respect to the Schedule E Services:

- (a) No provision of an additional service by the Contractor on an isolated request by the City or as a customer service gratuity by the Contractor shall be considered an amendment to or extension of the Schedule E Services.
- (b) Coin collection must be undertaken a minimum of once per week per Parking Meter.
- (c) The following are to be undertaken on an as required basis: software diagnosis, "bugs", paper roll replacement, battery replacement, simple coin or printer jam fix, receipt "dropping" failure fix, controller error re-boot, screen error re-boot, modem re-boot, controller replacement, solar, LCD & keypad cleaning, clock reset or adjustment, coin acceptor cleaning or replacement, card reader cleaning or replacement, printer cleaning or replacement, antenna replacement, housing touch-up re-paint, field testing and verification of programming (e.g. rate changes), and meter "hooding" for prolonged failures and/or special events.
- (d) The first thirty (30) minutes of labour (excluding travel time) are included in all service calls related to maintenance and/or system diagnostics of the Parking Meters made via the Meter Out of Order Line. Additional labour costs will be charged in accordance with Schedule C of this Agreement, and the Contractor shall obtain the prior approval of the City for any additional labour costs in excess of one (1) billable hour per service call.
- (e) Unless a warranty applies, parts are extra and will be charged in accordance with Schedule C of this Agreement. The Contractor shall obtain the prior approval of the City for any parts costs in excess of \$300 per service call.

3. Reconciliation of Gross Revenue and Deductions

- 3.1. On or before the 15<sup>th</sup> day of each month, the Contractor will provide the Reports to the City, via "pdf" email attachments, for the preceding calendar month, together with:



- (a) a cheque for the Balance of Revenue for the preceding calendar month if Gross Revenue exceeds Fees and Expenses and Taxes Collected; or
  - (b) an invoice for any deficit in the Balance of Revenue if the Fees and Expenses and Taxes Collected exceed Gross Revenue
- 3.2. Subject to section 3.3 of this schedule, the City will pay the invoice issued pursuant to section 3.1(b) of this schedule within thirty (30) days of receipt of the invoice. The City shall not be subject to late payment fees.
- 3.3. If the City wishes to dispute, further review, audit or otherwise seek clarification concerning any Report, or a portion of a Report, the City will not be liable for interest charges or late payments in respect to any amount payable pursuant to section 3.1(b) of this schedule. Upon written notification from the City, the Contractor will be allotted thirty (30) days to resolve any disputed amounts and provide information in relation to any amount that the City wishes to review, audit or clarify. On the thirty-first (31<sup>st</sup>) day, if the matter remains unresolved and relates to revenue shortfall, fee and/or expense discrepancy, which can be attributed directly to Contractor negligence or fraud, the Contractor will provide a credit to the City for the disputed portion of the revenue shortfall, fee and/or expense until the matter is resolved. If the matter remains unresolved by the ninety-first (91<sup>st</sup>) day, the dispute resolution procedures set-out in section 27 of the Agreement will be invoked and/or either party may terminate this Agreement in accordance with sections 24 or 25 of this Agreement.
- 3.4. If an audit conducted in accordance with section 3.3 of this schedule discloses underpayments to the City totaling in excess of one percent (1%) of Gross Revenue over the course of any one-year period, these amounts shall be paid to the City, together with interest at the rate of ten percent (10%) per annum, compounded quarterly from the date of underpayment. Such amounts and interest are payable to the City within sixty (60) days of the Contractor receiving the audit report. The City may at any time, in its discretion and expense, conduct an audit or request that an audit be conducted.
- 3.5. The Contractor represents and warrants that it is not a “non-resident” of Canada within the meaning of the *Income Tax Act* (Canada) and agrees to notify the City immediately of any change to this tax status during the Term.
- 4. Reports
  - 4.1. During the Term, the Contractor will provide the following reports, generally in the form set-out in Schedule F of this Agreement, via “pdf” email attachments to the City by no later than the 15<sup>th</sup> day of the following month:
    - (a) report detailing Gross Revenue for the preceding month (Report of Gross Revenue);
    - (b) report detailing the Fees and Expenses for the preceding month (Report of Fees and Expenses);
    - (c) report summarizing Gross Revenue, Fees and Expenses, Taxes Collected, and net profit/loss (Report of Balance of Revenue);
    - (d) report detailing service and meter activity levels (Report of Service and Meter Log Activity) for the preceding month, together with a summary of compliance with service levels set-out in section 7 of this schedule; and

- (e) such other reports on specific transactions and work activities (i.e. date captured or work logged), upon mutual agreement of the City and the Contractor.

5. City Obligations

- 5.1. Except for those obligations expressly assumed by the Contractor in this Agreement, the City is otherwise responsible for the Parking Meters, parking spaces associated with the Parking Meters, and the parking operations thereon. The Contractor shall not be responsible for general management of the parking spaces associated with the Parking Meters (including any other equipment in or on the parking spaces unless otherwise specified in this Agreement), its physical condition, repair, maintenance (including snow and ice), compliance with applicable laws, or the cost of any utilities servicing the parking spaces.
- 5.2. The City acknowledges that the Contractor shall have no responsibility for guarding or protecting the Parking Meters or associated parking spaces, its customers or their personal property against theft, vandalism or other intentional acts of third parties, except while the Contractor is performing Works or Services prescribed within the Agreement (and the City shall determine, at its sole discretion, whether and to what extent security measures or services may be required during such time).

6. Equipment and Changes

- 6.1. The City will bear all risk of loss or damage to the LUKE II Meters after is fully installed, unless such loss or damage is caused by the Contractor while performing the Works or Services.
- 6.2. The City will use commercially reasonable efforts to ensure the hardware for the LUKE II Meters are in compliance with the Standards throughout the Term. If, for any reason and at any time, a LUKE II Meter is not compliant with the Standards, the City shall, as soon as possible and practical, take the steps necessary to bring its hardware into compliance with the Standards.
- 6.3. If the hardware for any LUKE II Meter is not in compliance with Payment Card Industry (PCI) Data Security Standard (DSS), the Contractor reserves the right to immediately discontinue acceptance of credit card payment at the LUKE II Meter processed through the Contractor's merchant account. If, for any reason, the City refuses to upgrade its equipment to meet any new Payment Card Industry (PCI) Data Security Standard (DSS), then the Contractor may, at its option, stop processing credit card transactions until the City complies with such new Payment Card Industry (PCI) Data Security Standard (DSS).
- 6.4. The Contractor will provide the City with ninety (90) calendar days advance written notice of proposed changes to the Schedule E Services that may be imposed upon the Contractor due to changes in industry regulations (such as Payment Card Industry (PCI) Data Security Standard (DSS) compliance).

7. Service Levels

- 7.1. The Contractor will adhere to the following service levels for servicing LUKE II Meters:

Service Response Level	Attendance	Diagnosis	Interim Fix	Permanent Fix
Dispatch of a qualified technician to troubleshoot reported meter malfunctions between 7am & 11 pm daily, Monday through	2 hours	4 hours	3 days	30 days

Sunday, excluding statutory holidays				
--------------------------------------	--	--	--	--

7.2. For the purposes of section 7.1 of this schedule, service level response applies to all of the following issues:

- (a) Collective Problem - any deterioration or failure impacting LUKE II Meter operations;
- (b) Isolated Problem - any deterioration or failure impacting a proportion of Luke II Meters;
- (c) Intermittent Problem - any deterioration or failure of operations that recurs more than three (3) times within any given twenty-four (24) hour period impacting a LUKE II Meter; and
- (d) Critical Problem - any deterioration or failure of meter functions or corruption or loss of data related to the acceptance, processing and settlement of transactions for a Luke II Meter.

8. Technical Support

8.1. The Contractor shall not withdraw technical support for any of the Schedule E Services, in whole or in part, without providing six (6) months advance written notice to the City.

9. Additional Support

9.1. The Contractor shall provide a current list of persons and telephone numbers for the City to contact to enable City to escalate requests to resolve issues related to the Schedule E Services that cannot be resolved by a help desk technician or for circumstances where a help desk technician does not respond.

9.2. The Contractor shall provide to the City and keep current a list of persons and telephone numbers (the "Calling List") for City to contact in regard to issues with the Schedule E Services. The Calling List shall include: (1) the first person to contact if a question arises or problem occurs; and (2) the persons in successively more responsible or qualified positions to provide the answer or assistance desired. If Contractor does not respond promptly to any request by City for telephone service, City may attempt to contact the next more responsible or qualified person on the Calling List until contact is made and a designated person responds to the call.

### Schedule F – Sample Formats for Reports

#### Report of Gross Parking Meter Revenue - January 1 to 31, 2014

Meter Identifier	Coin Revenue	C.C. Revenue	Phone Revenue	Total Revenue	Less GST	Less Lot Tax	Net Profit
Meter 01	\$250.00	\$500.00	\$150.00	\$900.00	\$63.00	\$225.00	\$612.00
Meter 02	\$250.00	\$500.00	\$150.00	\$900.00	\$63.00	\$000.00	\$837.00
Meter ...	...	...	...	...	...	...	...
<b>Totals</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>	<b>\$5,000.00</b>	<b>\$25,000.00</b>	<b>\$1,750.00</b>	<b>\$775.00</b>	<b>\$22,475.00</b>

#### Report of Fees and Expenses - January 1 to 31, 2014

Service	Quantity	Unit Cost	Extended Cost
Wireless/EMS/Hosting Fee	45	\$ 65.00	\$ 2,925.00
Stocking, Maintenance & Collection Fee	n/a	\$ 2737.00	\$ 2,737.00
C.C. Processing & Settlement Transactions	375	% 3.95	\$ 69.25
Extend-by-Phone Transactions	250	\$ 0.25	\$ 62.50
Pay-by-Phone Transactions	175	\$ 0.35	\$ 00.00
Supplemental Training Hours	0.0	\$ 95.00	\$ 00.00
Supplemental Labour Hours*	4.0	\$ 47.50	\$ 190.00
Supplemental Part Units **	1.0	\$ 300.00	\$ 300.00
Subtotal			\$ 6,283.75
PST (7%)			\$ 15.00
GST (5%)			\$ 439.85
<b>Total</b>			<b>\$ 6738.60</b>

\* (e.g. meter relocations)  
\*\* (e.g. coin box replacement)

#### Report of Balance of Revenue - January 1 to 31, 2014

Revenue	
Parking Meter Revenue	\$ 25,000.00
Deductions	
Fees and Expenses	\$ 6,738.60
Taxes Remitted/Owing to Canada Revenue Agency	\$ 2,525.00
Variance	
Gross Profit/Loss	\$ 15,736.400

#### Report of Service & Meter Activity - January 1 to 31, 2014

Meter Identifier	Coin Collections (#)	Service Calls (#)	Call Duration (hours)	Call Response (hours)	Downtime (hours)	Other (####)
Meter 01	2	1	0.50	1.0	0	
Meter 02	2	1	0.25	0.5	0.5	
Meter ...	...	...		...	...	...
<b>Totals</b>	<b>4</b>	<b>2</b>	<b>0.75</b>	<b>0.75</b>	<b>0.5</b>	



# City of Richmond

## Memorandum Community Bylaws

**To:** Phyllis Carlyle  
General Manager, Law and Community Safety

**Date:** May 24, 2013

**From:** Edward Warzel  
Manager, Community Bylaws

**File:** Contract 4688P

**Re:** Award of Contract 4688P - Parking Meter Replacement Program

### Project Description

The scope of work for this project includes the following:

Purchase of forty-five (45) parking meters for the purpose of replacing the City's aging machine inventory, including ancillary equipment to facilitate a turn-key parking management solution, through partnership with a qualified supplier who has the knowledge, technical resources, industry experience, reputation and capacity to implement a total parking management solution. This includes the supply and installation of new machines, configuration of supporting software, comprehensive training, and on-going service and support.

A procurement document for the above noted work was prepared by staff and issued to market, on November 14<sup>th</sup>, 2012.

### Public Bidding

Seven proposals were received on December 4<sup>th</sup>, 2013 and a three stage process was applied to identify the preferred vendor. Stage 1; all proposals were scored with the top four vendors short-listed for site tours. Stage 2; four site tours were scored with the top two vendors short-listed for reference checks. Stage 3; the highest overall score was used to designate a preferred vendor. Note; evaluation criteria remained consistent throughout the process and covered criteria such as quality of equipment, user friendliness, software integrity, industry experience, value-added services, operating costs and best overall value.

Company	Total Amount	Rank
Impark (Digital Systems)	\$382,275	1
Aparc Systems	\$356,850	2
Cale Systems	\$429,525	3
Precise Parklink	\$274,500	4
Trafo Canada	\$377,775	5
Amano McGann	\$327,510	6
Global Parking Solutions	\$477,630	7

**Recommendation**

That Contract 4688P for the Parking Meter Replacement Program is awarded to the lowest qualified and responsible bidder; Impark (Digital Payment Systems), at the tendered amount of \$382,275.00 exclusive of **GST and PST**.

The following signatures concur with this request:

**Award Approval**

  
\_\_\_\_\_  
Manager, Purchasing


May 28/13  
Date

**Award Approval**

  
\_\_\_\_\_  
General Manager, Business and Financial Services

May 6 / 13  
Date

**Award Approval**

  
\_\_\_\_\_  
General Manager, Law and Community Safety

JUNE 3, 2013  
Date

Edward Warzel  
Manager, Community Bylaws  
(4601)

**Requester:**

*Signed award memo (briefing memo) by all parties, to be scanned into REDMS. Once scanned, email the REDMS # to Purchasing requesting a Purchase Order.*

Vendors	Edward Warzel		Steffan Zamzow		Curt Toews		Panel Average	
	RFP Score	Site Score	RFP Score	Site Score	RFP Score	Site Score	RFP Score	Ref. Score
Digital	76.9%	79.2%	77.9%	75.8%	77.3%	76.7%	77.3%	95.0%
Aparc	82.4%	76.7%	82.8%	82.5%	79.5%	79.2%	81.6%	60.0%
Cale	69.9%	68.3%	74.5%	70.0%	72.3%	69.2%	72.3%	0.0%
Precise	66.2%	65.0%	71.5%	64.2%	71.4%	65.8%	69.7%	0.0%
Trafco	65.0%	0.0%	64.0%	0.0%	66.8%	0.0%	65.3%	0.0%
Amano	60.0%	0.0%	60.9%	0.0%	60.4%	0.0%	60.4%	0.0%
Global	52.2%	0.0%	54.8%	0.0%	55.0%	0.0%	54.0%	0.0%

Vendors	Weighting		Reference		Weighted Score		Combined Score		Outcome
	RFP	Site	Reference	RFP	Site	Reference	RFP + Site + Ref.		
Digital	50.0%	40.0%	10.0%	38.7%	30.9%	9.5%	79.1%	Selected	
Aparc	50.0%	40.0%	10.0%	40.8%	31.8%	6.0%	78.6%	Backup 1	
Cale	50.0%	40.0%	10.0%	36.1%	27.7%	0.0%	63.8%	Backup 2	
Precise	50.0%	40.0%	10.0%	34.9%	26.0%	0.0%	60.9%	Eliminated	
Trafco	50.0%	40.0%	10.0%	32.6%	0.0%	0.0%	32.6%	Eliminated	
Amano	50.0%	40.0%	10.0%	30.2%	0.0%	0.0%	30.2%	Eliminated	
Global	50.0%	40.0%	10.0%	27.0%	0.0%	0.0%	27.0%	Eliminated	

Comments: REDMS 3832332

03-1000-20-4688

## AMENDMENT AND EXTENSION OF SERVICE AGREEMENT

THIS AMENDING AGREEMENT is dated as of Dec 8, 2015.

BETWEEN: City of Richmond  
6911 No. 3 Road, Richmond, BC, V6Y 2C1  
  
(the "City")

AND: Imperial Parking Canada Corporation  
300 - 601 West Cordova St., Vancouver, BC, V6B 1G1  
  
(the "Contractor")

**WHEREAS:**

- A. The City and the Contractor entered into an agreement (the "Service Agreement") effective December 1, 2014 regarding the on-street and off-street parking spaces located in Richmond, BC;
- B. The City wishes to be responsible for the remittance of any Taxes to the appropriate taxing authorities and wishes to engage the Contractor to collect Taxes on its behalf as its agent;
- C. The parties have agreed to amend the Service Agreement as set out herein with such amendments to be effective as of and from December 1, 2015;

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants and agreements herein contained, the parties agree as follows:

- 1. All capitalized words used but not defined herein shall have the meanings given to them in the Service Agreement.
- 2. Section 6 of the Service Agreement is deleted in its entirety and replaced with the following:

**"6. Legal Relationship**

6.1 The parties hereby agree that the legal relationship between the City and the Contractor or the Contractor and any affiliate, as the case may be, arising pursuant to the Service Agreement shall be that of principal and agent, but the agency thereby contemplated shall be limited solely to those matters within the scope of the Services under this Service Agreement as hereby amended. As agent for the City, the Contractor



acknowledges that it will collect Taxes on behalf of the City and remit the Taxes to the City and the City will be responsible for the reporting, calculation and remittance of any Taxes to the appropriate taxing authorities, and hereby releases and agrees to indemnify the Contractor in respect of any claims, actions, liabilities, penalties, costs and expenses suffered by the Contractor arising out of the City's failure to do so. This indemnity shall survive the expiration or earlier termination of the Service Agreement.

3. The following sentence shall be added to the end of the paragraph of section 11.3 Payment for Extend-by-Phone Service of the Service Agreement:  
  
"The five (5) years of this service shall commence upon the request for activation by the City."
4. Section 28.6 of the Service Agreement is deleted in its entirety.
5. All references to "Cale parking meters" and "Siemens parking meters" are deleted from the Service Agreement.
6. Section 1.1 (a) of Schedule E of the Service Agreement is amended to delete the words "and Taxes Collected" as follows:  
  
"Balance of Revenue" means Gross Revenue less Fees and Expenses;"
7. Section 2.1(e) of Schedule E of the Service Agreement is deleted in its entirety.
8. Section 2.1(f) of Schedule E of the Service Agreement is deleted in its entirety and replaced with the following:  
  
"(f) remitting all Taxes Collected to the City to remit to the Canada Revenue Agency and other taxing authorities, if applicable, in a timely manner, ".
9. Section 3.1(a) and (b) of Schedule E of the Service Agreement are amended to delete the words "and Taxes Collected" as follows:  
  
(a) "a cheque for the Balance of Revenue for the proceeding calendar month if Gross Revenue exceeds Fees and Expenses; or  
  
(b) an invoice for any deficit in the Balance of Revenue if the Fees and Expenses exceed Gross Revenue;"
10. The following is added to the Service Agreement as section 3.6 of Schedule E:  
  
"3.6 Notwithstanding the fact the Contractor will report and remit all Taxes Collected to the City, the City will be responsible and assumes all liability for calculating, reporting and remitting any and all Taxes owing to the appropriate taxing authority."

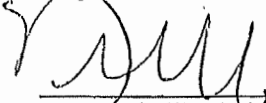
11. The chart in Schedule F of the Service Agreement titled "Report of Balance of Revenue – January 1 to 31, 2014", is hereby amended to delete the line titled "Taxes Remitted / Owing to Canada Revenue Agency" in its entirety and replace it with the following:

"Taxes Collected"

12. This Amending Agreement shall be read with and form a part of the Service Agreement. Apart from the foregoing, all other terms and conditions of the Service Agreement remain unchanged.
13. Pursuant to section 13.2 of the Service Agreement, the parties hereby agree the City has exercised its option to extend the Service Agreement for the Extension Term, which shall expire on December 31, 2018, on the same terms, rates and conditions, including the amendments set out herein.

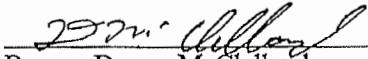
IN WITNESS OF THE ABOVE, the parties have executed this Amending Agreement by their duly authorized representatives.

**City of Richmond**



By: Phyllis Carlyle  
Title: General Manager, Law and Community Safety

**Imperial Parking Canada Corporation**



By: Darren McClelland  
Title: Regional Manager



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<b>To:</b>	General Purposes Committee	<b>Date:</b>	March 7, 2019
<b>From:</b>	Carli Williams, P.Eng. Manager, Comm Bylaws and Licencing	<b>File:</b>	12-8275-30-001/2019- Vol 01
<b>Re:</b>	<b>Application for a New Food Primary Liquor Licence with Patron Participation Entertainment Endorsement for Karaoke and Extended Hours From 1091919 BC Ltd., at 3300 - 4000 No. 3 Road</b>		

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**Staff Recommendation**

- 1) That the application from 1091919 BC Ltd, operating at 3300 – 4000 No. 3 Road, requesting a Food-Primary Liquor Licence with Entertainment Endorsement for Patron Participation to enable karaoke at the establishment, be supported; and,
- 2) That a letter be sent to Liquor and Cannabis Regulation Branch advising that:
  - A. Council supports the application for a Food Primary Liquor Licence with:
    - i) Patron Participation Entertainment Endorsement which ends at Midnight;
    - ii) Hours of liquor service, Monday to Sunday, from 9:00 AM to 2:00 AM
  - B. Person capacity will be set at 120 seats and 20 staff for total capacity of 140 persons;
- 3) Council's comments on the prescribed criteria (Section 71 of the Liquor Control and Licensing Regulations) are as follows:
  - a) The potential for additional noise and traffic in the area was considered;
  - b) The impact on the community was assessed through a community consultation process; and
  - c) Given that this business is new, there is no history of non-compliance with the operation, the addition to permit patron participation entertainment endorsement under the Food Primary Liquor Licence should not change the establishment such that it is operated contrary to its primary purpose;
  - d) As the operation of a licenced establishment may affect nearby residents, businesses and property owners, the impact assessment was conducted through the City's community consultation process as follows:
    - i) Residents, businesses and property owners within a 50 meter radius of the subject property were notified by letter. The letter provided information on the application with instructions on how to submit comments or concerns; and

- ii) Signage was posted at the subject property and three public notices were published in a local newspaper. The signage and public notice provided information on the application with instructions on how comments or concerns could be submitted.
- e) Council's comments and recommendations respecting the view of the residents, businesses and property owners are as follows:
  - i) The community consultation process was completed as part of the application process; and
  - ii) That based on the number of letters sent and the few opposed responses received and significant supporting responses received from all public notifications, Council considers that the approval of this application is acceptable to the majority of the residents, businesses and property owners in the area and the community.
- f) Council recommends the approval of the Food Primary Liquor Licence with patron participation entertainment for the reasons that the application is acceptable to the majority of the residents, businesses and property owners in the area and the community.

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

Att. 3

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

## Staff Report

### Origin

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

This report deals with an application to the LCRB and the City of Richmond by, 1091919 BC Ltd., for a new Food Primary Liquor Licence to:

- operate, Monday to Sunday, 9:00 AM to 2:00 AM next day;
- to add patron participation entertainment endorsement, for karaoke, which must end by midnight;
- permit a total person capacity of 140 persons;
- operate a hybrid dining/social lounge concept featuring buffet-style food service combined restaurant.

The City is given the opportunity to provide written comments by way of a resolution to the LCRB with respect to the proposed Food Primary application. Regulatory criteria a local government must consider are:

- the location of the establishment;
- the person capacity and hours of liquor service of the establishment;
- the impact of noise on the community in the immediate vicinity of the establishment;
- the impact on the community if the application is approved; and
- whether the amendment may result in the establishment being operated in a manner that is contrary to its primary purpose.

### Analysis

#### Location of the Establishment

The applicant is proposing to operate with both a Food Primary Liquor Licence and a Liquor Primary Liquor Licence. This report deals only with the application for the Food Primary Liquor Licence. The Liquor Primary Liquor Licence application received Council approval on Monday, July 9, 2018, but has not yet been approved by the LCRB. The premises, being new, is still under construction and scheduled to be completed by May 2019. LCRB must have the premises complete and ready to operate in order for the Liquor Inspector to conduct the final inspection approval. Once approval by the Liquor Inspector is granted, their report is sent to the licensing office in Victoria for final approval and issuance of the Liquor Licence. The process for a Liquor Primary Liquor Licence is generally longer than the Food Primary Liquor Licence and subsequently the applicant is looking to operate under the Food Primary Liquor Licence until the issuance of the Liquor Primary Liquor Licence.

The overall business plan is to operate a hybrid dining/social lounge concept restaurant which will feature buffet-style food and offering luxurious rooms. The intent is to hold business meetings, host family or group gatherings while operating under the Food Primary Liquor Licence, with patron participation entertainment endorsement during the mall's general operating hours, to encourage families and minors to attend the business. At 10:00 PM, the applicant will then operate under the Liquor Primary Liquor Licence until closing at 2:00 AM. As the Liquor Primary Liquor Licence has

not yet been approved, the operator is looking to temporarily operate under the Food Primary Liquor Licence to 2:00 AM. Once the Liquor Primary Liquor Licence is issued, the operator will amend the Food Primary Liquor Licence to end at 10:00 PM. This amendment will not require a resolution or input from Richmond City Council.

The applicant's establishment is located on the 3<sup>rd</sup> floor of Aberdeen Square Mall, located at 4000 No. 3 Road Unit 3300. This property is zoned Residential Mixed Use Commercial (ZMU9) – Aberdeen Village (City Centre) which is in downtown core area at the intersection of No. 3 Road and Cambie Road. This location allows the following permitted uses relevant to this application: recreation, indoor and restaurant.

This business is new and has no history in the City of Richmond. The primary focus of this establishment will be to operate as a restaurant with karaoke entertainment, with a Food Primary Liquor Licence from 9:00 AM to 10:00 PM, with a patron participation entertainment endorsement. At 10:00 PM, the focus will change to a Karaoke Lounge with a Liquor Primary Liquor Licence from 10:00 PM to 2:00 AM. The target market for this business will be patrons of all ages throughout the day, families, tourists, business professionals, residents of Richmond and the lower mainland.

#### Person capacity and Hours of Liquor Service of the Establishment

The applicant is proposing to operate 1091919 BC Ltd. with an occupant load of 140 persons. In the interim, while waiting for the Liquor Primary Licence, the applicant is looking to operate under the Food Primary Liquor Licence to 2:00 AM, with patron participation ending at midnight. The applicant's proposed operating hours of liquor service under the Food Primary Liquor Licence are Monday to Sunday, 9:00 AM to next day 2:00 AM, consistent with the City's Policy 9400, and patron participation ending at midnight. This will be a temporary measure until such time the Liquor Primary Liquor Licence is issued. The Food Primary Liquor Licence will then be in effect from 9:00 AM to 10:00 PM.

#### The Impact of noise on the Community in the Immediate Vicinity of the Establishment

The proposed establishment will be located on the third floor within a high-density, non-residential multi floor mall offering 8,348 square feet for this upscale karaoke restaurant and lounge. It is staff's belief that no noticeable increase in noise would be present if the liquor primary licence application is supported.

During the Liquor Primary Liquor Licence application process, staff also conducted consultation process for the impact on the Community in the immediate vicinity of the establishment and it was determined that there would be no immediate impact on noise. The applicant did advise that they will take measures to obey the noise bylaw at all times and will install sound barrier protection within the establishment to ensure noise will not be a factor.

#### The Impact on the Community if the Application is Approved

The community consultation process for reviewing applications for liquor related licences is prescribed by the Development Application Fees Bylaw 8951 which under Section 1.8.1 calls for:

1.8.1 Every **applicant** seeking approval from the **City** in connection with:

- (a) a licence to serve liquor under the *Liquor Control and Licensing Act and Regulations*;

must proceed in accordance with subsection 1.8.2.

1.8.2 Pursuant to an application under subsection 1.8.1, every **applicant** must:

- (b) post and maintain on the subject property a clearly visible sign which indicates:
  - (i) type of licence or amendment application;
  - (ii) proposed person capacity;
  - (iii) type of entertainment (if application is for patron participation entertainment); and
  - (iv) proposed hours of liquor service; and
- (c) publish a notice in at least three consecutive editions of a newspaper that is distributed at least weekly in the area affected by the application, providing the same information required in subsection 1.8.2(b) above.

The required signage was posted on January 29, 2019 and three advertisements were published in the local newspaper, on January 31, 2019, February 7, 2019 and February 14, 2019.

In addition to the advertised signage and public notice requirements, staff sent letters to residents, businesses and property owners within a 50 metre radius of the new establishment. February 1, 2019, a total of 996 letters were mailed out to residents, businesses and property owners. The letter provided information on the proposed liquor licence application and contained instructions to comment on the application. The period for commenting for all public notifications ended March 4, 2019. A binder of all the correspondence received as part of the notification process has been placed in the Councillors lounge for your reference.

As a result of the community consultative process, the City received 29 letters opposed to this application. Many of the letters were in similar envelopes and appeared to have similar handwriting. Staff contacted the submitters as per information on the correspondence and found 11 letters to be incorrect information and not meeting the criteria in order for the views to be considered. The letters should include the full name, address and telephone number of the submitter and these were found to be in error as incorrect telephone numbers provided, inaccurate addresses provided or individuals stated they never submitted any correspondence to the City and were not aware of this application or letter received by the City. The authenticity of a further six letters could not be verified as the telephone numbers provided did not go to voicemail and just identified the subscriber as unavailable and ended the call. Twelve letters were identified as having correct information and verifiable.

The majority of the opposed views were from individuals who lived in Richmond and stated they visited the mall regularly. Concerns raised included potential noise; smoking of cigarettes and cannabis; impaired driving; late hours contravening strata bylaws and security concerns as the mall would be closed at this time. Some letters also expressed concern that the new business would lead to more traffic at a busy intersection and that the business should not be close to Canada line. As this business has not opened or previously operated, the assumptions that regulations will not be followed or predetermine operating practices of the operator cannot be verified.

The application received 124 supporting correspondence from the Aberdeen Square Strata Council as well as letters of support from both Aberdeen Square strata owners/operators and the Retail Section owners/operators and other Richmond residents. The letters of support from the Strata

Council indicated that this business would be an anchor tenant which would attract more diverse shoppers and shopping options (Attachment 1).

The applicant has proposed the following operating procedures to address the concern raised about the proposed route to the business outside of the mall's operating hours, when most businesses will be closed. At times when the mall is otherwise closed, the elevator will be set so access will only be permitted to the 3<sup>rd</sup> floor. There will also be sliding dividers installed which will prevent patrons from wondering throughout the rest of the mall area (Attachment 2).

In summary, the application has received 124 correspondences of support from owners, tenants, residents and other Richmond businesses and associations and 12 verifiable objections. Some of the concerns expressed by the opposition relate to provincial and municipal smoking regulations that are already in place. Should these issues arise, they would be managed through routine inspections. It is the City's expectation that the business operators will put in measures to prevent patrons from smoking to ensure compliance with City and Provincial regulations required to keep the business licence in good standing..

#### Other Agency Comments

As part of the review process, staff requested comments from other agencies and departments such as Vancouver Coastal Health, Richmond R.C.M.P., Richmond Fire-Rescue and Building Approvals. These agencies and departments generally provide comments on the compliance history of the applicant's operations and premises. As this is a new business, no concerns were expressed from any of the agencies or departments regarding this application.

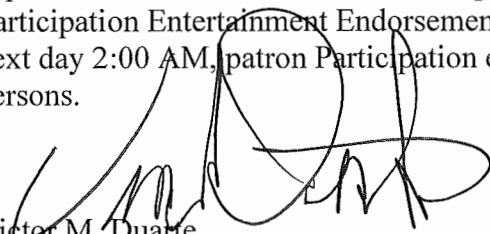
#### **Financial Impact**

None.



**Conclusion**

The results of the community consultation process of 1091919 BC Ltd.'s proposed Food Primary Liquor Licence application was reviewed based on the LCRB criteria. The analysis concluded there should be no noticeable increased impact from this proposed extension hours of operation through the new food primary liquor licence application. The proposed Karaoke is in a commercial only complex and away from residents. The support letters received significantly outnumbered the objection letters. There were no concerns raised from City departments or other agencies through the review process. Staff therefore, recommend approval of the application from 1091919 BC Ltd. to operate a Food Primary Liquor Licence with Patron Participation Entertainment Endorsement for karaoke from Monday to Sunday from 9:00 AM to next day 2:00 AM, patron Participation ending at Midnight, with an occupant load of 140 persons.



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

VMD:vmd

- Att. 1: Correspondence from Strata Council  
2: Correspondence from business President  
3: Arial Map with 50 metre buffer area

March 1, 2019

Mr. Hui Cao, Director  
One Nine Entertainment Group Ltd.  
6080 – 4000 No.3 Road  
Richmond, BC  
V6X 0J8

**Re: Liquor License Application for Unit 3300 – 4000 No.3 Road**

Mr. Cao,

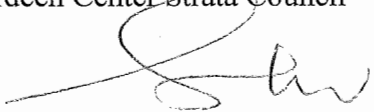
As President of the Aberdeen Square Mall Strata Council (STRATA CORPORATION EPS1069), I am writing to you in response to your request to confirm the Strata Council's support for your proposed food-primary liquor license application.

I am pleased to advise that all members of the Strata Council support your project and wish you every success with your application. We appreciate your transparency with us during your project design and construction planning process. Members of our Council are very excited to have your project inside the Aberdeen Square Mall (the "Mall") and believe that your establishment will bring great value to not only the retail section of the Mall, but to the entire Mall community. With an "anchor tenant" such as you, we believe that the Mall can attract more diverse shopping options. Good luck!

Sincerely,

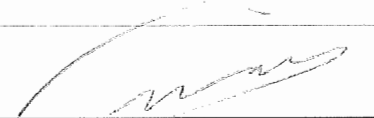
Aberdeen Center Strata Council – STRATA CORPORATION EPS1069

Per:



Gen Wong  
President, Aberdeen Square Strata Council


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Lisa Ko

Secretary, Aberdeen Square Strata Council

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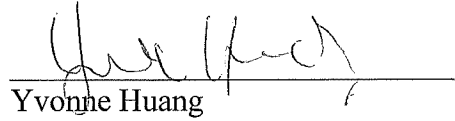


Stefanie Smith

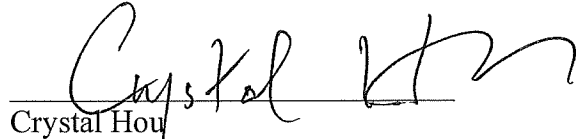
Member, Aberdeen Square Strata Council



Duff Hu  
Vice President, Aberdeen Square Strata  
Council



Yvonne Huang  
Treasurer, Aberdeen Square Strata Council



Crystal Hou  
Member, Aberdeen Square Strata Council

**Date:** March 1, 2019

**To:** Victor Duarte - Supervisor, Business License  
Community Safety  
City of Richmond

**From:** Tony Cao – Director  
One Nine Entertainment Group Ltd.

**Re:** Liquor License Application for Unit 3300 – 4000 No.3 Road

---

Dear Victor,

Many thanks again for your continued guidance throughout this process. We really appreciate your feedback as we seek to finalize construction of our project.

I am writing today to provide you with an update on discussions we have had with the Joint Strata Council of Aberdeen Square Mall (EPS 1069 or the “**Strata**”) regarding strategies to provide safe and secure corridors for patrons visiting our 3<sup>rd</sup> floor establishment in a way that is least disruptive to any of the other business operating in the retail mall. The following is a summary of the key points of our discussions with the Strata:

#### **1. STRATA AND RETAIL OWNER SUPPORT**

Both the Strata and a significant majority of retail mall unit owners and tenants strongly support our pending liquor license application and our project in general (as evidenced by the large amount of support letters collected from these groups). During our recent outreach campaign to inform owners/tenants in the mall about our project, the key concerns communicated to us related to 2 issues: (a) ensuring that the operation of our establishment will not interfere with the operation of their business; and (b) ensuring that patrons of our establishment do not loiter around the mall after mall operating hours. With this feedback in hand, we have had several meeting with the Joint Strata Council President, Mr. Gen Wong, to address these concerns and develop an action plan (detailed below) that has the Strata’s full support.

#### **2. IMPACT ON OTHER MALL UNITS DURING MALL OPERATING HOURS**

During regular mall operating hours, both the Strata and the retail mall owners that we spoke to were very happy to learn that our project is going to be a major departure from the traditional “karaoke box” businesses in Richmond which operate similar to nightclubs. Instead, our new hybrid dining/social lounge concept which will feature a buffet-style food offering as well as a luxuriously appointed private rooms to hold business meetings, host family gatherings, etc., and, will operate under a food primary license during the mall’s operating hours (to encourage families and minors to attend the business). This concept was very warmly received by the owners we spoke to inside the Aberdeen Square Mall who are very keen to attract families and a mixed demographic of mall foot traffic. With this concern addressed, we worked with Strata to create the

following plan to ensure that after mall operating hours, our patrons would not loiter in the mall.

### **3. SAFE AND SECURE ACCESS FOR PATRONS AFTER MALL OPERATING HOURS**

Our unit in the mall (Unit 3300) is the largest strata unit on the 3<sup>rd</sup> floor of the retail mall. There are no storefront units directly adjacent to our unit. In meetings with the Strata, we developed a plan to identify 2 access areas that will allow patrons to enter and exit the mall safely and securely, and in such a way that minimizes exposure to the other strata units in the retail mall.

#### **(a) Access Point 1: Main mall entrance on No.3 Road street**

The first proposed route for patrons to access our unit after hours is the main mall entrance door on No. 3 Road. From this door, patrons will walk approx. 5 metres (directly in front of the mall security desk which would be staffed) to the main mall elevator which will be programmed only to stop on the 3<sup>rd</sup> floor directly in front of our unit. Other potential access corridors from the main entrance will be blocked off with sliding dividers that we are working with Strata now to purchase for this project (see image below for example).



**Example of sliding mall dividers to block off ground floor access corridors**

Once inside the elevator, our patrons will exit directly in front of our unit on the 3<sup>rd</sup> floor where there will be an attendant in place to ensure that they enter our unit and do not wander off. After leaving our unit, patrons will have the option of taking the same elevator down to the ground floor and exiting through the No. 3 Road entrance, again in direct view of the main mall security desk which will be staffed during all hours of our operation. Both the Strata and I really like the idea of this access concept because the No. 3 Road door is adjacent to the Aberdeen Canada Line transit station, which will offer a great options for patrons that consumed alcoholic beverages to safely return home.

#### **(b) Access Point 2: Car-drop off area inside loading zone off of Cambie Street**

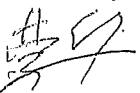
The next proposed access point that has received the Strata's support is the loading bay doors into the mall on Cambie Road. In this area, after the mall has closed at approx. 7:00 PM, we plan to allow patrons to drop off their cars to valet attendants (who will park the cars in the mall parking lot) and access the mall on the ground floor. From this access door, there is a dedicated corridor to the main floor elevators mentioned in the section above. There are no businesses or storefronts along this corridor ensuring no disruption or impact on any of the other mall units. We plan to have a doorman at this entrance at all times to ensure that only patrons with evening reservations at our business will be allowed to enter. Again, both the Strata and I support this access strategy because our valet attendants will have an opportunity to ensure that only patrons that had not consumed alcoholic beverages will be provided with their car keys upon exiting our business. In this way, we will have another opportunity to ensure we are in compliance with our "Serving it Right" obligations.

To conclude, we are cooperating very closely with the Strata to develop strategies to ensure that the concerns from mall unit owners and tenants are being fully addressed. My Director of Operations, Mr. Jan Kindler was recently appointed to the Retail Strata Council to ensure that the comments and suggestions of all Strata Lot owners can be taken under consideration as we seek to open our luxury entertainment offering soon. We are taking a very proactive approach to ensuring that hallway dividers are installed so that our patrons have safe and direct access to enter and exit our business, either under the direct supervision of mall security, or, our hired door personnel. We are now finalizing plans with the Strata on preparing floor plans detailing the above access strategies and will present them to you once completed.

Based on the large number of support letter received both as part of our earlier Liquor-Primary application, as well as this current Food-Primary application, it is clear that the Aberdeen Square Community, as well as the entire Strata Council, believes that our project will be positive for the mall. To this point, please find a letter signed by the entire Aberdeen Square Strata Council voicing their support for our project.

We would be pleased to discuss any questions you may have regarding these strategies, and as always, are grateful for your feedback and comments. Thank you for your kind attention to this letter.

Sincerely,

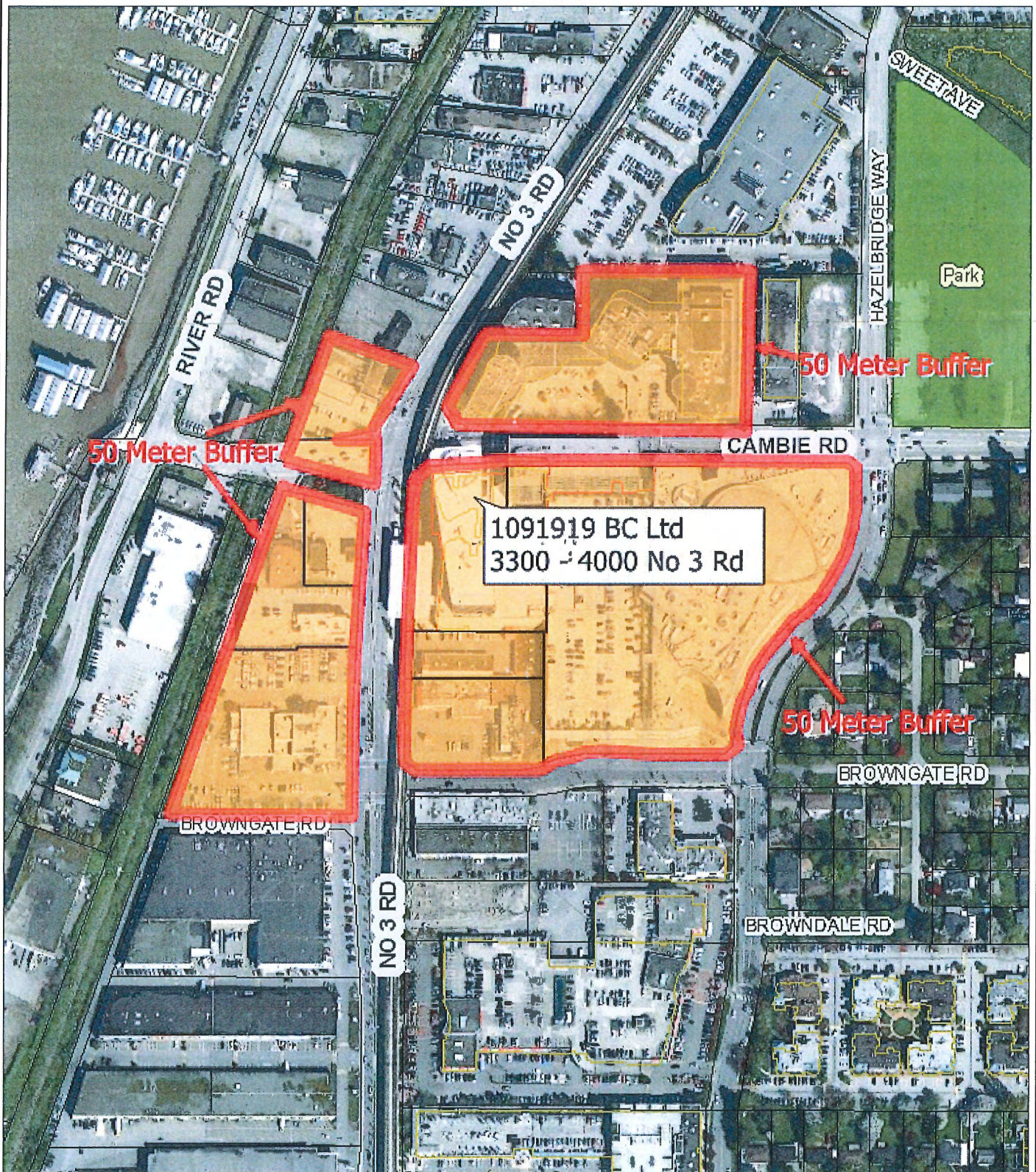


Tony Cao  
Director

**One Nine Entertainment Group Ltd.**



# City of Richmond Interactive Map



157.2 0 78.60 157.2 Meters

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

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THIS MAP IS NOT TO BE USED FOR NAVIGATION





# City of Richmond

## Report to Committee

**To:** Finance Committee

**Date:** April 5, 2019

**From:** Jerry Chong  
Director, Finance

**File:** 12-8060-20-  
010016/Vol 01

**Re:** Annual Property Tax Rates (2019) Bylaw No. 10016

### Staff Recommendation

That the Annual Property Tax Rates (2019) Bylaw No. 10016 be introduced and given first, second and third readings.

Jerry Chong  
Director, Finance  
(604-276-4064)

Att. 2

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



## Staff Report

### Origin

Section 197 of the *Community Charter* requires municipalities to establish property tax rates for the current year after the adoption of the 5 Year Financial Plan and before May 15<sup>th</sup>. Council must, under subsection 197(3.1), consider the tax distribution to each assessment class prior to adopting the tax rate bylaw.

### Analysis

BC Assessment provides assessment values that reflect the market condition as of July 1<sup>st</sup> of the preceding year. Assessment totals are comprised of market values for existing properties and values for new properties (new growth).

Tables 1 and 1.1 provide a comparison of 2018 to 2019 and 2017 to 2018 market value changes and new growth respectively.

**Table 1: Comparison of Assessment Values 2018 - 2019**

Property Class	(1) 2018 Total Assessment	(2) 2019 Market Value of Same Properties	(3) 2019 Net Market Change	(4) 2019 New Growth and Re-Class	(5) 2019 Total Assessment	(6) % Net Market Change
Class 01 - Residential	80,530,838,248	82,506,875,372	1,976,037,124	1,884,271,802	84,391,147,174	2.45%
Class 02 - Utilities	29,249,516	35,360,021	6,110,505	509,100	35,869,121	20.89%
Class 03 - Supportive Housing	16	16	-	-	16	0.00%
Class 04 - Major Industry	204,541,500	255,946,700	51,405,200	3,510,500	259,457,200	25.13%
Class 05 - Light Industry	2,998,757,200	3,471,374,300	472,617,100	56,636,900	3,528,011,200	15.76%
Class 06 - Business/Other	15,848,532,643	18,895,462,583	3,046,929,940	68,707,419	18,964,170,002	19.23%
Class 08 - Recreation/Non-Profit	200,893,000	233,590,300	32,697,300	(12,299,100)	221,291,200	16.28%
Class 09 - Farm	26,296,762	26,709,728	412,966	(543,515)	26,166,213	1.57%
<b>TOTAL</b>	<b>\$ 99,839,108,885</b>	<b>\$ 105,425,319,020</b>	<b>\$ 5,586,210,135</b>	<b>\$ 2,000,793,106</b>	<b>\$ 107,426,112,126</b>	<b>5.60%</b>

- (1) Prior year's property assessment values provided by BC Assessment which is based on the state and condition of 82,586 properties as of July 1<sup>st</sup> 2017.
- (2) Current year's property assessment values based on the state and condition of the same 82,586 properties as of July 1<sup>st</sup> 2018.
- (3) Market value change reflects the cumulative market price change of the same 82,586 properties from 2018 to 2019.

- (4) New growth is the term used for new developments and any new exemptions. New developments add taxable value to the class while new exemptions reduce the value to that class. Re-class refers to property shifts between assessment classes. The 2019 assessments determined there were 1,290 additional folios created from new growth.
- (5) Current year's total property assessment values which is based on the state and condition of 83,876 properties as of July 1<sup>st</sup> 2018.
- (6) Percentage increase based on net market value change of the original 82,586 properties from 2018 to 2019 (difference between column (2) and column (1)).

**Table 1.1: Comparison of Assessment Values 2017 – 2018**

Property Class	(1) 2017 Total Assessment	(2) 2018 Market Value of Same Properties	(3) 2018 Net Market Change	(4) 2018 New Growth and Re-Class	(5) 2018 Total Assessment	(6) % Net Market Change
Class 01 - Residential	73,414,252,332	78,685,794,420	5,271,542,088	1,845,043,828	80,530,838,248	7.18%
Class 02 - Utilities	26,541,149	29,190,416	2,649,267	59,100	29,249,516	9.98%
Class 03 - Supportive Housing	-	-	-	16	16	0.00%
Class 04 - Major Industry	215,245,900	236,907,600	21,661,700	(32,366,100)	204,541,500	10.06%
Class 05 - Light Industry	2,624,855,200	3,078,679,500	453,824,300	(79,922,300)	2,998,757,200	17.29%
Class 06 - Business/Other	13,093,222,347	15,748,672,143	2,655,449,796	99,860,500	15,848,532,643	20.28%
Class 08 - Recreation/Non-Profit	183,359,800	205,433,000	22,073,200	(4,540,000)	200,893,000	12.04%
Class 09 - Farm	26,566,163	26,683,530	117,367	(386,768)	26,296,762	0.44%
<b>TOTAL</b>	<b>\$89,584,042,891</b>	<b>\$98,011,360,609</b>	<b>\$8,427,317,718</b>	<b>\$1,827,748,276</b>	<b>\$99,839,108,885</b>	<b>9.41%</b>

In early 2018, the BC Provincial government announced the new speculation/vacancy and additional school taxes that would be implemented in 2019. Since then, the 2018-2019 net market change for residential properties stabilized at an increase of 2.45%, whereas in the prior year the net market change for the same residential properties increased by 7.18%.

Market value changes for the business related assessment classes appear to be relatively consistent with prior years.

#### Highlights:

- From 2018 to 2019, total market value increased by approximately \$5.586 billion (column 3) or 5.60% (column 6). In comparison, 2017 to 2018 had a total market value increase of approximately \$8.427 billion or 9.41%.

- The breakdown of the market value changes by assessment class shows that residential market values increased by \$1.976 billion or an average of 2.45%. This is a much smaller increase compared to 2018 where residential market values increased by \$5.272 billion or an average of 7.18%.
- In 2019, a further breakdown of the residential class shows that strata residential properties had an average increase in market value by 11.63% while single family detached properties had an average decrease of 1.61%. For 2019, most strata properties will have tax increases while single family detached homes on average will have minimal tax increases. This is relatively consistent with 2018 where demand for single family detached homes declined resulting in minimal market value increases.
- The breakdown of the market value changes by assessment class shows that business market values increased by \$3.047 billion or an average of 19.23%. This is consistent in comparison to 2018 where the business market values increased by \$2.655 billion or an average of 20.28%. Class 06 – Business/Other increases was mainly due to significant assessment value increases for properties that were redeveloped or had significant redevelopment potential.
- Total new growth and reclassification (column 4) in 2019 is approximately \$2.001 billion, which is \$173 million higher than the prior year's new growth of \$1.828 billion. The increase was mainly due to new developments in Class 05 – Light Industry for approximately \$137 million and Class 01 - Residential for approximately \$ 39 million.

Revenue from new growth was estimated and included as a separate income source when preparing the 2019 Operating Budget. This new tax revenue reduces the tax increase required to balance the operating budget.

#### 2019 Tax Rate Calculation

When assessment values increase from the prior year, the City must adjust the tax rates lower in order to collect the same amount of taxes as the prior year. Once that adjustment is made, rates are then adjusted to reflect the Council approved tax increase. Under the *Community Charter*, Council must review the City's property tax distribution prior to adopting the annual property tax rate bylaw. The City has consistently achieved and even surpassed the 5 Year Financial Plan objective of maintaining the business to residential tax ratio in the middle of the comparator group. To date, the City has the lowest business to residential tax ratio of the comparator group to competitively attract and retain businesses.

### Tax Ratio

The tax ratio is a direct comparison of the tax rates between all classes against the residential tax rate. Fluctuations in the market value for residential class will affect all resulting tax ratios since tax rates are adjusted annually to ensure that the City collects only what is needed to balance the budget. With a combination of the annual tax rate increase for 2019 and new growth, the residential tax rate was adjusted to 1.54934 per \$1,000 of assessment from the 2018 rate of 1.51524 per \$1,000 of assessment. Since the residential tax rate is the denominator in the tax ratio calculation, if market values of other assessment classes increase more than the residential class, the resulting tax ratio will be lower.

The 2019 business and light industry tax rate was adjusted to 4.27024 per \$1,000 of assessment from the 2018 rate of 4.83440 per \$1,000 of assessment. Since the residential tax rate increased by 0.03410 per \$1,000 of assessment and the business tax rate decreased by 0.56416 per \$1,000 of assessment; the 2019 business to residential tax ratio decreased from 3.19 to 2.76.

Table 2 provides the 2018 tax rates and business to residential ratio ranking for comparative municipalities.

**Table 2: Comparison of 2018 Business to Residential Ratios**

Municipalities	Residential	Utilities	Supportive Housing	Major Industry	Light Industry	Business	Recreation Non-Profit	Farm	Business to Residential Tax Ratio
Coquitlam	2.0220	36.7688	2.0220	28.9196	9.9203	8.8663	11.0340	15.1885	4.38
Burnaby	1.5063	25.1773	1.5063	31.9027	6.3109	6.3109	0.7489	6.3109	4.19
Vancouver	1.2439	26.4957	0.0000	34.2533	5.0302	5.0302	1.2088	1.2088	4.04
Delta	2.3170	39.9998	2.3170	28.1936	7.5475	7.7991	7.5169	19.3866	3.37
Surrey	1.8060	32.0630	0.0000	10.4931	5.0777	5.9532	2.1057	3.1368	3.30
Richmond	1.5152	31.5905	1.5152	11.8002	4.8344	4.8344	1.5833	13.4710	3.19

Tax Distribution

Based on the 2019 Revised Roll, the 2019 calculated tax rates, assessment ratios, folio counts, tax distribution and tax ratios are as follows:

**Table 3 – Breakdown of 2019 Assessments and Tax Distribution by Property Class**

Property Class	Tax Rates	Assessment Ratio	Folio Count	Tax Distribution	Tax Ratio
Class 01 - Residential	1.54934	78.56%	74,941	56.58%	1.00
Class 02 - Utilities	29.49075	0.03%	117	0.46%	19.03
Class 03 - Supportive Housing	1.54934	0.00%	8	0.00%	1.00
Class 04 - Major Industry	9.88478	0.24%	30	1.11%	6.38
Class 05 - Light Industry	4.27024	3.28%	595	6.52%	2.76
Class 06 - Business/Other	4.27024	17.66%	7,105	35.04%	2.76
Class 08 - Recreation/Non-Profit	1.42729	0.21%	467	0.14%	0.92
Class 09 - Farm	13.90198	0.02%	613	0.16%	8.97
<b>TOTAL</b>	<b>N/A</b>	<b>100.00%</b>	<b>83,876</b>	<b>100.00%</b>	<b>N/A</b>

For comparison purposes, the 2018 assessment ratios and tax distributions are provided in Table 3.1.

**Table 3.1 – Breakdown of 2018 Assessments and Tax Distribution by Property Class**

Property Class	Tax Rates	Assessment Ratio	Folio Count	Tax Distribution	Tax Ratio
Class 01 - Residential	1.51524	80.66%	73,633	56.19%	1.00
Class 02 - Utilities	31.59054	0.03%	123	0.43%	20.85
Class 03 - Supportive Housing	1.51524	0.00%	8	0.00%	1.00
Class 04 - Major Industry	11.80024	0.20%	30	1.11%	7.79
Class 05 - Light Industry	4.83440	3.00%	597	6.82%	3.19
Class 06 - Business/Other	4.83440	15.88%	7,080	35.14%	3.19
Class 08 - Recreation/Non-Profit	1.58328	0.20%	470	0.15%	1.04
Class 09 - Farm	13.47100	0.03%	645	0.16%	8.89
<b>TOTAL</b>	<b>N/A</b>	<b>100.00%</b>	<b>82,586</b>	<b>100.00%</b>	<b>N/A</b>

- The number of residential folios increased by 1,308 from 73,633 folios in 2018 to 74,941 folios in 2019. New growth in residential assessment value increased by \$1.844 billion and as a result increased the residential tax burden from 56.19% in 2018 to 56.58% in 2019.
- Properties in Class 03 – Supportive Housing are residential properties with specific BC Provincial government requirements and should therefore have the same tax rates as Class 01 – Residential. With the \$2 in assessment value given to each class 03 property, there will be essentially no taxes charged to supportive housing units.
- All municipalities are concerned with maintaining competitiveness in attracting businesses to their community and retaining the existing business base. Richmond's business to residential tax ratio decreased from 3.19 in 2018 to 2.76 in 2019. This decrease is largely due to the 15.76% and 19.23% increase in market values for Class 05 – Light Industry and Class 06 – Business/Other properties, respectively compared to a 2.45% increase in residential market value. The increase in market value for these commercial properties required a decrease in tax rates from \$4.83440 per \$1,000 in assessment to \$4.27024 in order to collect only what is required to balance the 2019 operating budget.
- Attachment 1 provides a comparison of the average assessment value, municipal taxes, and class burden for various assessment classes in the comparator group. In 2018, the City continued to rank 3<sup>rd</sup> highest in average residential assessment value at \$1,093,679 and had the 2<sup>nd</sup> lowest average municipal taxes of \$1,657.
- Business class had the 2<sup>nd</sup> lowest average assessed value of \$2.238 million and the 2<sup>nd</sup> lowest average taxes of \$10,822. The light Industry class had the 3<sup>rd</sup> highest average assessment value and the 3<sup>rd</sup> lowest average municipal taxes.
- Richmond's Major Industry class had the 2<sup>nd</sup> lowest average assessment value and 2<sup>nd</sup> lowest average municipal taxes in comparison to others in the group. The City's municipal tax as a percentage of assessment value for this class is at 1.18%.
- Municipal taxes as a percentage of assessment value shows the municipal tax charged for every \$1 of assessment. In the Major Industry, Light Industry, and Business categories, Richmond has the lowest or 2<sup>nd</sup> lowest percentages in the comparator group, which supports Council's objective of being competitive in maintaining and attracting businesses.
- Attachment 2 provides the 2018 tax rates for the comparator group. Richmond's tax rates were consistently in the middle or amongst the lowest in comparison to the group.

### **Financial Impact**

Property tax rates provided in Bylaw 10016 will generate the municipal taxes necessary to balance the Council approved 2019 Operating Budget.

### **Conclusion**

That the Annual Property Tax Rates (2019) Bylaw No. 10016 be introduced and given first, second and third readings.



Cindy Szutu, CPA, CGA  
Manager, Utility & Tax Projects  
(604-204-8680)

CS:gjn

- Att. 1: 2018 Average Municipal Tax and Tax Burden Comparison  
2: Comparison of 2018 Tax Rates

**2018 Average Municipal Tax and Tax Burden Comparison  
(Sorted by Average Assessment Value)**

<b>Residential</b>				
Municipalities	Average Assessed Value	Average Municipal Tax	Municipal Taxes as a % of Assessment Value	% of Total Tax Burden
Vancouver	\$1,767,961.97	\$2,199.22	0.12%	53.28%
Burnaby	\$1,151,909.40	\$1,735.12	0.15%	49.27%
Richmond	\$1,093,678.63	\$1,657.19	0.15%	56.19%
Coquitlam	\$1,006,069.24	\$2,034.27	0.20%	65.47%
Delta	\$949,826.97	\$2,200.75	0.23%	52.16%
Surrey	\$886,453.16	\$1,600.94	0.18%	68.14%

<b>Major Industry</b>				
Municipalities	Average Assessed Value	Average Municipal Tax	Municipal Taxes as a % of Assessment Value	% of Total Tax Burden
Delta	\$16,111,893.10	\$454,252.27	2.82%	9.51%
Vancouver	\$14,060,312.50	\$481,611.40	3.43%	0.80%
Burnaby	\$11,160,276.19	\$356,042.94	3.19%	2.86%
Richmond	\$6,818,050.00	\$80,454.63	1.18%	1.11%
Surrey	\$5,261,580.00	\$55,210.13	1.05%	0.40%
Coquitlam	N/A	N/A	N/A	N/A

<b>Light Industry</b>				
Municipalities	Average Assessed Value	Average Municipal Tax	Municipal Taxes as a % of Assessment Value	% of Total Tax Burden
Delta	\$6,058,795.53	\$45,728.76	0.75%	13.34%
Burnaby	\$5,779,001.24	\$36,470.70	0.63%	5.62%
Richmond	\$5,023,043.89	\$24,283.40	0.48%	6.68%
Vancouver	\$4,819,459.81	\$24,242.80	0.50%	1.20%
Surrey	\$3,374,680.12	\$17,135.68	0.51%	4.23%
Coquitlam	\$3,117,541.67	\$30,926.95	0.99%	3.84%

<b>Business/Other</b>				
Municipalities	Average Assessed Value	Average Municipal Tax	Municipal Taxes as a % of Assessment Value	% of Total Tax Burden
Vancouver	\$4,757,280.87	\$23,930.03	0.50%	43.60%
Burnaby	\$4,382,049.95	\$27,654.68	0.63%	40.05%
Coquitlam	\$3,879,441.67	\$34,396.29	0.89%	29.63%
Delta	\$2,285,936.20	\$17,828.24	0.78%	23.32%
Richmond	\$2,238,493.31	\$10,821.77	0.48%	35.28%
Surrey	\$2,084,040.82	\$12,410.30	0.60%	20.40%



## Comparison of 2018 Tax Rates by Assessment Class

Sorted by Class 01 - Residential								
Municipalities	Residential	Utilities	Supportive Housing	Major Industry	Light Industry	Business	Recreation Non-Profit	Farm
Delta	2.3170	39.9998	2.3170	28.1936	7.5475	7.7991	7.5169	19.3866
Coquitlam	2.0220	36.7688	2.0220	28.9196	9.9203	8.8663	11.0340	15.1885
Surrey	1.8060	32.0630	-	10.4931	5.0777	5.9532	2.1057	3.1368
Richmond	1.5152	31.5905	1.5152	11.8002	4.8344	4.8344	1.5833	13.4710
Burnaby	1.5063	25.1773	1.5063	31.9027	6.3109	6.3109	0.7489	6.3109
Vancouver	1.2439	26.4957	-	34.2533	5.0302	5.0302	1.2088	1.2088

Sorted by Class 02 - Utilities								
Municipalities	Residential	Utilities	Supportive Housing	Major Industry	Light Industry	Business	Recreation Non-Profit	Farm
Delta	2.3170	39.9998	2.3170	28.1936	7.5475	7.7991	7.5169	19.3866
Coquitlam	2.0220	36.7688	2.0220	28.9196	9.9203	8.8663	11.0340	15.1885
Surrey	1.8060	32.0630	-	10.4931	5.0777	5.9532	2.1057	3.1368
Richmond	1.5152	31.5905	1.5152	11.8002	4.8344	4.8344	1.5833	13.4710
Vancouver	1.2439	26.4957	-	34.2533	5.0302	5.0302	1.2088	1.2088
Burnaby	1.5063	25.1773	1.5063	31.9027	6.3109	6.3109	0.7489	6.3109

Sorted by Class 03 - Supportive Housing								
Municipalities	Residential	Utilities	Supportive Housing	Major Industry	Light Industry	Business	Recreation Non-Profit	Farm
Delta	2.3170	39.9998	2.3170	28.1936	7.5475	7.7991	7.5169	19.3866
Coquitlam	2.0220	36.7688	2.0220	28.9196	9.9203	8.8663	11.0340	15.1885
Richmond	1.5152	31.5905	1.5152	11.8002	4.8344	4.8344	1.5833	13.4710
Burnaby	1.5063	25.1773	1.5063	31.9027	6.3109	6.3109	0.7489	6.3109
Surrey	1.8060	32.0630	-	10.4931	5.0777	5.9532	2.1057	3.1368
Vancouver	1.2439	26.4957	-	34.2533	5.0302	5.0302	1.2088	1.2088

Sorted by Class 04 - Major Industry								
Municipalities	Residential	Utilities	Supportive Housing	Major Industry	Light Industry	Business	Recreation Non-Profit	Farm
Vancouver	1.2439	26.4957	-	34.2533	5.0302	5.0302	1.2088	1.2088
Burnaby	1.5063	25.1773	1.5063	31.9027	6.3109	6.3109	0.7489	6.3109
Coquitlam	2.0220	36.7688	2.0220	28.9196	9.9203	8.8663	11.0340	15.1885
Delta	2.3170	39.9998	2.3170	28.1936	7.5475	7.7991	7.5169	19.3866
Richmond	1.5152	31.5905	1.5152	11.8002	4.8344	4.8344	1.5833	13.4710
Surrey	1.8060	32.0630	-	10.4931	5.0777	5.9532	2.1057	3.1368

## Comparison of 2018 Tax Rates by Assessment Class (continued)

Sorted by Class 05 - Light Industry								
Municipalities	Residential	Utilities	Supportive Housing	Major Industry	Light Industry	Business	Recreation Non-Profit	Farm
Coquitlam	2.0220	36.7688	2.0220	28.9196	9.9203	8.8663	11.0340	15.1885
Delta	2.3170	39.9998	2.3170	28.1936	7.5475	7.7991	7.5169	19.3866
Burnaby	1.5063	25.1773	1.5063	31.9027	6.3109	6.3109	0.7489	6.3109
Surrey	1.8060	32.0630	-	10.49	5.0777	5.9532	2.1057	3.1368
Vancouver	1.2439	26.4957	-	34.25	5.0302	5.0302	1.2088	1.2088
Richmond	1.5152	31.5905	1.5152	11.8002	4.8344	4.8344	1.5833	13.4710

Sorted by Class 06 - Business/Other								
Municipalities	Residential	Utilities	Supportive Housing	Major Industry	Light Industry	Business	Recreation Non-Profit	Farm
Coquitlam	2.0220	36.7688	2.0220	28.9196	9.9203	8.8663	11.0340	15.1885
Delta	2.3170	39.9998	2.3170	28.1936	7.5475	7.7991	7.5169	19.3866
Burnaby	1.5063	25.1773	1.5063	31.9027	6.3109	6.3109	0.7489	6.3109
Surrey	1.8060	32.0630	0.0000	10.4931	5.0777	5.9532	2.1057	3.1368
Vancouver	1.2439	26.4957	0.0000	34.2533	5.0302	5.0302	1.2088	1.2088
Richmond	1.5152	31.5905	1.5152	11.8002	4.8344	4.8344	1.5833	13.4710

Sorted by Class 08 - Recreation/Non-Profit								
Municipalities	Residential	Utilities	Supportive Housing	Major Industry	Light Industry	Business	Recreation Non-Profit	Farm
Coquitlam	2.0220	36.7688	2.0220	28.9196	9.9203	8.8663	11.0340	15.1885
Delta	2.3170	39.9998	2.3170	28.1936	7.5475	7.7991	7.5169	19.3866
Surrey	1.8060	32.0630	0.0000	10.4931	5.0777	5.9532	2.1057	3.1368
Richmond	1.5152	31.5905	1.5152	11.8002	4.8344	4.8344	1.5833	13.4710
Vancouver	1.2439	26.4957	0.0000	34.2533	5.0302	5.0302	1.2088	1.2088
Burnaby	1.5063	25.1773	1.5063	31.9027	6.3109	6.3109	0.7489	6.3109

Sorted by Class 09 - Farm								
Municipalities	Residential	Utilities	Supportive Housing	Major Industry	Light Industry	Business	Recreation Non-Profit	Farm
Delta	2.3170	39.9998	2.3170	28.1936	7.5475	7.7991	7.5169	19.3866
Coquitlam	2.0220	36.7688	2.0220	28.9196	9.9203	8.8663	11.0340	15.1885
Richmond	1.5152	31.5905	1.5152	11.8002	4.8344	4.8344	1.5833	13.4710
Burnaby	1.5063	25.1773	1.5063	31.9027	6.3109	6.3109	0.7489	6.3109
Surrey	1.8060	32.0630	0.0000	10.4931	5.0777	5.9532	2.1057	3.1368
Vancouver	1.2439	26.4957	0.0000	34.2533	5.0302	5.0302	1.2088	1.2088



## Annual Property Tax Rates (2019) Bylaw No. 10016

The Council of the City of Richmond enacts as follows:

- (a) Parts 1 through 6 excluding Part 3, pursuant to the *Community Charter*; and
- (b) Part 3 pursuant to section 100 of the *Municipalities Enabling and Validating Act*.

### PART ONE: GENERAL MUNICIPAL RATES

#### 1.1 General Purposes

- 1.1.1 The tax rates shown in column A of Schedule A are imposed and levied on the assessed value of all land and improvements taxable for general municipal purposes, to provide the monies required for all general purposes of the **City**, including due provision for uncollectible taxes, and for taxes that it is estimated will not be collected during the year, but not including the monies required for payments for which specific provision is otherwise made in the *Community Charter*.

#### 1.2 City Policing, Fire & Rescue and Storm Drainage

- 1.2.1 The tax rates shown in columns B, C & D of Schedule A are imposed and levied on the assessed value of all land and improvements taxable for general municipal purposes, to provide monies required during the current year for the purpose of providing policing services, fire and rescue services and storm drainage respectively in the City, for which other provision has not been made.

### PART TWO: REGIONAL DISTRICT RATES

- 2.1 The tax rates appearing in Schedule B are imposed and levied on the assessed value of all land and improvements taxable for hospital purposes and for Greater Vancouver Regional District purposes.

### **PART THREE: TRUNK SEWERAGE RATES**

- 3.1** The tax rates shown in Schedule C are imposed and levied on the assessed values of all land only of all real property, which is taxable for general municipal purposes, within the following benefitting areas, as defined by the Greater Vancouver Sewerage & Drainage District:
- (a) Area A, being that area encompassing those portions of sewerage sub-areas and local pump areas contained in the Lulu Island Sewerage Area of the Greater Vancouver Sewerage and Drainage District as shown on the current plan of the Lulu Island West Sewerage Area; and
  - (b) Area B, being that area encompassing Sea, Mitchell, Twigg and Eburne Islands, which is that part of the **City** contained in the Vancouver Sewerage Area of the Greater Vancouver Sewerage and Drainage District as shown on the current plan of the Vancouver Sewerage Area; and
  - (c) Area C, being that part of the City contained in the Fraser Sewerage Area of the Greater Vancouver Sewerage and Drainage District as shown on the current plan of the Fraser Sewerage Area,

and the total amount raised annually is to be used to retire the debt (including principal and interest) incurred for a sewage trunk system, which includes the collection, conveyance and disposal of sewage, including, without limiting the generality of the foregoing, forcemain sewers and their pumphouses and such ancillary drainage works for the impounding, conveying and discharging the surface and other waters, as are necessary for the proper laying out and construction of the said system of sewerage works, provided however that land classified as "Agriculture Zone" in Section 14.1 of the **Zoning Bylaw**, is exempt from any tax rate imposed or levied pursuant to this Part.

### **PART FOUR: GENERAL PROVISIONS**

#### **4.1 Imposition of Penalty Dates**

- 4.1.1 All taxes payable under this bylaw must be paid on or before July 2, 2019.

#### **4.2 Designation of Bylaw Schedules**

- 4.2.1 Schedules A, B and C are attached and designated a part of this bylaw.

**PART FIVE: INTERPRETATION**

**5.1** In this bylaw, unless the context otherwise requires:

**CITY** means the City of Richmond.

**ZONING** means the Richmond Zoning

**BYLAW** Bylaw 8500, as amended from time to time.

**PART SIX: PREVIOUS BYLAW REPEAL**

**6.1** Annual Property Tax Rates (2018) Bylaw No. 9835 is repealed.

**PART SEVEN: BYLAW CITATION**

**7.1** This Bylaw is cited as “Annual Property Tax Rates (2019) Bylaw No. 10016”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
MAYOR

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

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

**SCHEDULE A to BYLAW NO. 10016**

<b>PROPERTY CLASS</b>	<b>COLUMN A GENERAL PURPOSES</b>	<b>COLUMN B POLICING SERVICES</b>	<b>COLUMN C FIRE &amp; RESCUE</b>	<b>COLUMN D STORM DRAINAGE</b>	<b>TOTAL</b>
1. Residential	0.88147	0.37016	0.26323	0.03448	1.54934
2. Utilities	16.77824	7.04581	5.01036	0.65634	29.49075
3. Supportive Housing	0.88147	0.37016	0.26323	0.03448	1.54934
4. Major Industry	5.62377	2.36163	1.67938	0.22000	9.88478
5. Light Industry	2.42948	1.02023	0.72550	0.09503	4.27024
6. Business/ other	2.42948	1.02023	0.72550	0.09503	4.27024
8. Recreation/ non profit	0.81203	0.34100	0.24249	0.03177	1.42729
9. Farm	7.90929	3.32140	2.36189	0.30940	13.90198

**SCHEDULE B to BYLAW NO. 10016**

<b>PROPERTY CLASS</b>	<b>REGIONAL DISTRICT</b>
1. Residential	0.04130
2. Utilities	0.14455
3. Supportive Housing	0.04130
4. Major Industry	0.14042
5. Light Industry	0.14042
6. Business/other	0.10118
8. Rec/non profit	0.04130
9. Farm	0.04130



**SCHEDULE C to BYLAW NO. 10016**

AREA		RATES
A, B & C	Sewer Debt Levy (land only)	0.01155



# City of Richmond

## Report to Committee

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

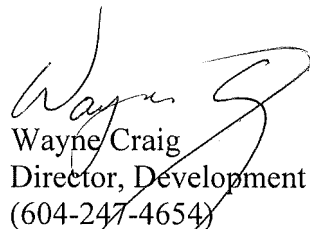
**Date:** April 10, 2019

**File:** TU 18-841880


**Re:** Application by the City of Richmond for a Temporary Commercial Use Permit at 8620 and 8660 Beckwith Road

### Staff Recommendation

1. That the application by the City of Richmond for a Temporary Commercial Use Permit for the properties at 8620 and 8660 Beckwith Road to allow non-accessory parking as a permitted use be considered for a period of three years; and
2. That this application be forwarded to the May 21, 2019 Public Hearing at 7:00 pm in the Council Chambers of Richmond City Hall.

  
Wayne Craig  
Director, Development  
(604-247-4654)

WC:jr  
Att. 5

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



## **Staff Report**

### **Origin**

The City of Richmond has applied for a Temporary Commercial Use Permit (TCUP) to allow non-accessory parking as a permitted use at 8620 and 8660 Beckwith Road on properties zoned "Light Industrial (IL)." The proposed TCUP would permit the City to operate a pay parking lot on the subject site for a period of three years. A location map and aerial photo are provided in Attachment 1.

On January 14, 2019, Council adopted Traffic Bylaw No. 5870, Amendment Bylaw No. 9957 and Parking (Off-Street) Regulation Bylaw No. 7403, Amendment Bylaw No. 9958, to permit the City to operate paid parking in the Bridgeport Village area of the City Centre, subject to the approval of a Temporary Commercial Use Permit for the site. The TCUP is required as "Parking, non-accessory" is not a permitted use in the "Light Industrial (IL)" zone.

### **Findings of Fact**

A Development Application Data Sheet providing detailed about the proposal is provided in Attachment 2.

### **Surrounding Development**

The subject site is located in a transitioning area within the Bridgeport Village area of the City Centre. The property at 8620 Beckwith Road contains parking associated with the automotive business at 2700 No. 3 Road, and the property at 8660 Beckwith Road is currently vacant. These three properties are all owned by the City. Development immediately surrounding the subject site is as follows:

- To the north, across Beckwith Road: Industrial buildings on two properties zoned "Light Industrial (IL)," and several vacant properties zoned "Light Industrial (IL)."
- To the east, across Sexsmith Road: Industrial and commercial buildings on two properties zoned "Light Industrial (IL)." One of the properties is included in an active rezoning application (RZ 16-740020). 8771, 8831, 8851 and 8811 Douglas Street are proposed to be rezoned for a hotel and office building. The application is currently under review, and a staff report will be submitted to the Planning Committee following completion of the staff review process.
- To the south: An industrial building at 2700 No. 3 Road on a property zoned "Light Industrial (IL)," and a vacant property zoned "Light Industrial (IL)." The vacant property is a former road parcel owned by the City of Richmond, which is currently used to access the rear lane. There are open drainage ditches on both sides of the lane through this property.
- To the west, across No. 3 Road: An industrial building on a property zoned "Light Industrial (IL)," and a commercial building on a property zoned "Auto-Oriented Commercial (CA)".

**Related Policies & Studies****Official Community Plan/City Centre Area Plan – Bridgeport Village**

The subject site is located in the Bridgeport Village area of the City Centre Area Plan (CCAP) and is designated as “Commercial” in the Official Community Plan (OCP). The site is also designated as “Urban Centre T5 (45 m)” on the Bridgeport Village Specific Land Use Map contained in the CCAP, which provides for a variety of commercial and institutional uses.

The OCP allows Temporary Commercial Use Permits to be considered in areas designated “Industrial,” “Mixed Employment,” “Commercial,” “Neighbourhood Shopping Centre,” “Mixed Use,” “Limited Mixed Use,” and “Agricultural” (outside of the Agricultural Land Reserve), where deemed appropriate by Council and subject to conditions suitable to the proposed use and surrounding area.

The proposed temporary use of the site for non-accessory parking is consistent with the land use designations and applicable policies in the OCP.

**Richmond Zoning Bylaw 8500**

The subject site is zoned “Light Industrial (IL),” which permits a range of general industrial uses. The site was previously used for “commercial vehicle parking and storage,” which is a land use permitted in the zone. The proposed “parking, non-accessory” land use is not permitted in the zone, but is generally compatible with the surrounding land uses and the previous use of the property on an interim basis.

**Aircraft Noise Sensitive Development Policy**

The subject site is located within “Area 1A – Restricted Area” of the Aircraft Noise Sensitive Development Policy, where new aircraft noise sensitive land uses are prohibited. Non-accessory parking is not an aircraft noise sensitive land use, and may be considered within this area.

**Local Government Act**

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

**Public Consultation**

Should the Planning Committee and Council endorse the staff recommendation, the application will be forwarded to a Public Hearing on May 21, 2019; where any area resident or interested party will have an opportunity to comment. Public notification for the Public Hearing will be provided as per the *Local Government Act*.

## **Analysis**

### **Proposal**

A paid parking lot containing 44 vehicle parking spaces is proposed, which would contain 30 standard spaces, 13 small spaces, and one van accessible space (Attachment 3). The parking lot would be managed by Community Bylaws as a paid parking lot for public use. Staff propose a monthly permit-based system, which would be subject to the conditions established in Richmond Parking (Off-Street) Regulation Bylaw No. 7403. The cost of monthly parking permits is currently \$41/month, as per Richmond Consolidated Fees Bylaw No. 8636.

A portion of 8620 Beckwith Road is paved. The remainder of the subject site is gravel, and is proposed to remain a gravel lot for the duration of the TCUP. Parking spaces will be identified by concrete wheel barriers at the front of each stall. Painted lines are not proposed.

Sexsmith Road and Beckwith Road have unimproved road frontages, consisting of a gravel shoulder with no curb. There is an existing fence on the property line abutting Beckwith Road. There is existing on-street parking on the gravel shoulder, and no changes are proposed through this application. Parking will continue to be provided on Sexsmith Road and Beckwith Road subject to the regulations contained in Richmond Traffic Bylaw No. 5870.

### **Landscaping**

The site is currently covered with gravel and asphalt and contains no on-site trees. There is an existing chain link fence between the properties and Beckwith Road, which will be retained. Additional fencing on Sexsmith Road is not proposed.

A conceptual landscape plan is shown in Attachment 4. Four City-owned trees in the Beckwith Road frontage will be removed. Parks staff have determined that the trees are in poor condition and in conflict with the overhead utility lines, and therefore pose a hazard. Removal of these trees will improve visibility to the subject site, providing greater potential for casual surveillance from the street. Nine new trees will be planted along the property line abutting Sexsmith Road, which is consistent with the typical 2:1 replacement ratio.

In addition to the new trees, new lawn is proposed in the frontages and the drainage ditch south of the subject site. The ditch is located on a City-owned property that provides vehicle access to the rear lane. Although the ditch is not identified as a Riparian Management Area or Environmentally Sensitive Area, the proposed planting mix for the open ditch is a native grass blend suitable for use within an ESA.

The proposed new landscaping will clearly define the boundaries of the site, providing a buffer between vehicles parked on site and those parked on the road shoulder.

### **Access**

Two vehicle access points are proposed. Parking on 8620 Beckwith Road would be accessed via the existing rear lane, and parking on 8660 Beckwith Road would be accessed via a driveway to Sexsmith Road. There is an existing fence between the two properties which would prevent access through the site.

There is a multi-use pathway to the north of the subject site currently under construction through a capital works project (Attachment 5). The project will provide paved cycling and pedestrian pathways from Sexsmith Road to Charles Street, and includes pathway lighting, a new streetlight on Beckwith Road near Sexsmith Road, and two new crosswalks from the multi-use pathway across Beckwith Road and Charles Street. These new facilities are shown on the preliminary site plan for context. Upon completion, the multi-use pathway will provide a safe and accessible route from the subject site to the Bridgeport Canada Line station.

#### 2700 No. 3 Road

The proposed parking lot would be adjacent to a City owned property at 2700 No. 3 Road. The property is currently leased, and the tenant has been informed of the City's plans to operate a parking lot on 8620 and 8660 Beckwith Road. The tenant currently benefits from vehicle access to 8620 Beckwith Road, including parking, maneuvering area, and dumpster storage, which would be impacted by the proposed parking lot.

To address this, the parking lot is proposed to be introduced in two phases. The first phase would include 32 spaces on 8660 Beckwith Road, which could be operational immediately following any on-site works. This first phase would not impact the current operations at 2700 No. 3 Road. The second phase would include the remaining 12 parking spaces on 8620 Beckwith Road, which would become operational only after operational considerations of the tenant at 2700 No. 3 Road have been considered. This will allow additional time for staff to discuss issues related to site access and servicing with the tenant.

#### Site Servicing

It is recognized that the area will be redeveloped for higher density commercial uses in the future, consistent with the City Centre Area Plan. 8620 Beckwith Road was previously a road parcel, and 8660 Beckwith Road was purchased by the City as a strategic land acquisition. The proposed parking lot on the subject site would allow for a productive economic use of the site in the interim.

No service upgrades or road improvements are required at this time, as the proposed use would be temporary. Servicing upgrades and road improvements would be identified through any future applications for redevelopment.

Staff have no objections to the proposal to create a parking lot on the subject site and recommend that the TCUP be issued on the understanding that this Permit would expire in three years. A one-time extension could be considered for an additional three years, after which time a new application would be required.

#### **Financial Impact**

Upfront costs estimated at \$37,000 will be covered from Real Estate Services' existing operating budget. Revenue generated from parking permits will be coded to Real Estate Services until such time that the upfront costs are recovered. Thereafter, the revenue will be split 50/50 between Community Bylaws and Real Estate Services. The annual gross revenue for Phase 1 is estimated at approximately \$15,700 per annum, which would increase to approximately \$21,600 per annum upon completion of Phase 2.

The annual Operating Budget Impact (OBI) cost for maintenance is estimated at \$5,500, per annum, and will be covered on an ongoing basis from the gross revenue generated by the parking lot cost shared between Community Bylaws and Real Estate Services.

### **Conclusion**

It is recommended that the attached Temporary Commercial Use Permit be issued to the City of Richmond to allow non-accessory parking at 8620 and 8660 Beckwith Road on a temporary basis for a period of three years.



Jordan Rockerbie  
Planning Technician  
(604) 276-4092

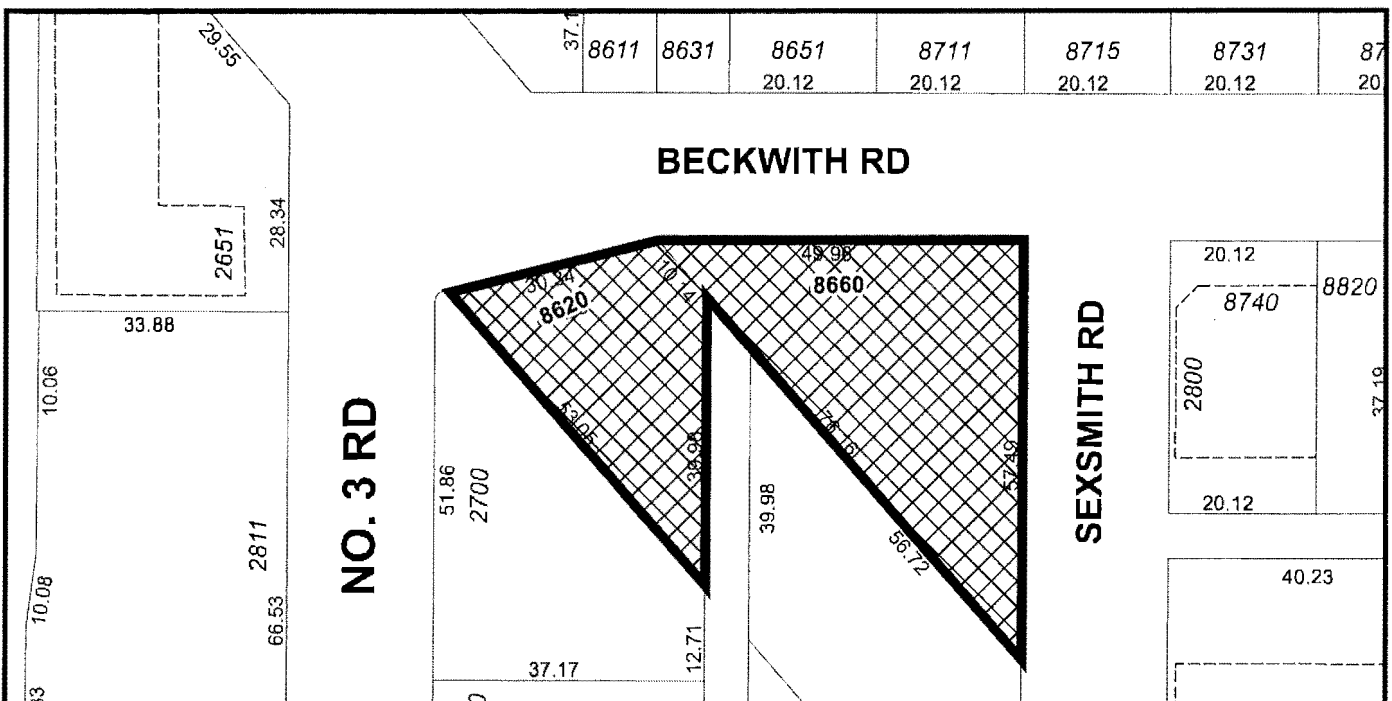
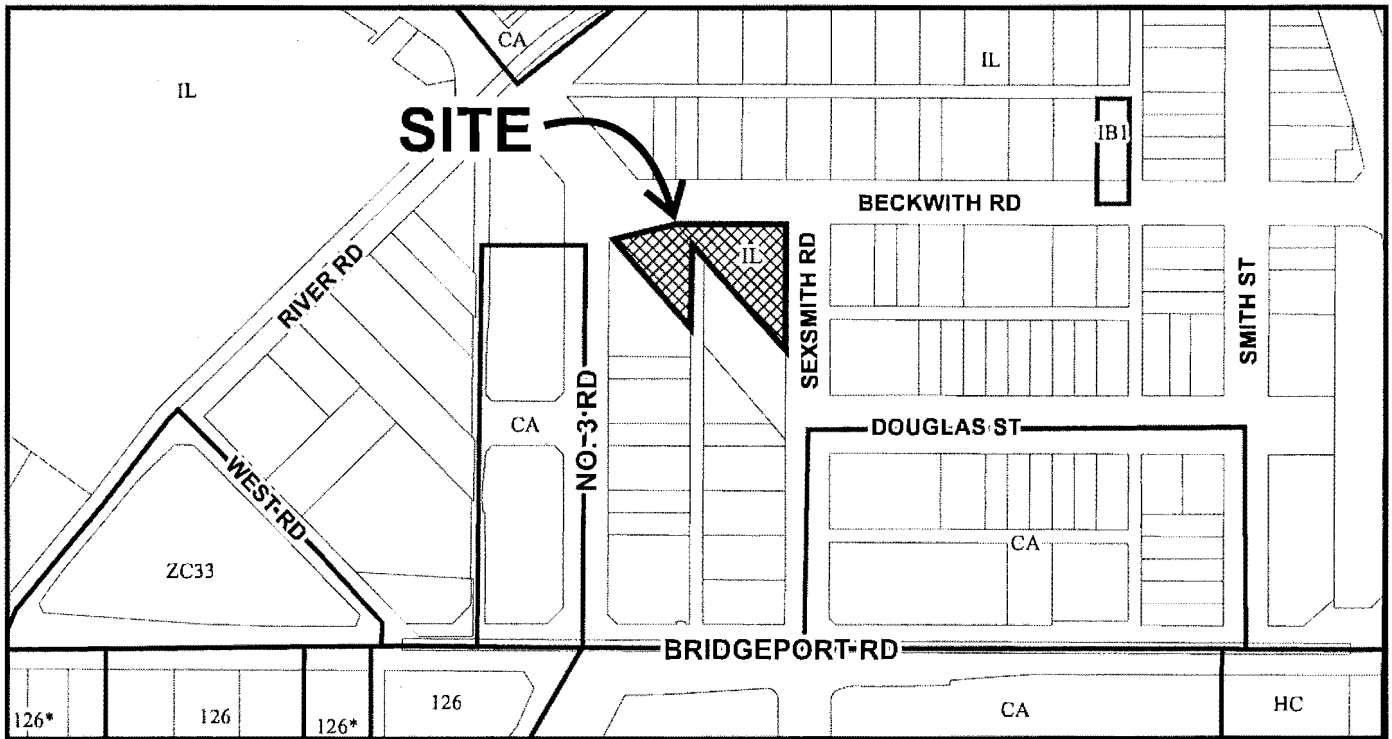
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### Attachments:

- Attachment 1: Location Map and Aerial Photo
- Attachment 2: Development Application Data Sheet
- Attachment 3: Preliminary Site Plan
- Attachment 4: Conceptual Landscape Plan
- Attachment 5: Multi-Use Pathway Context Map



# City of Richmond



## TU 18-841880

Original Date: 12/05/18

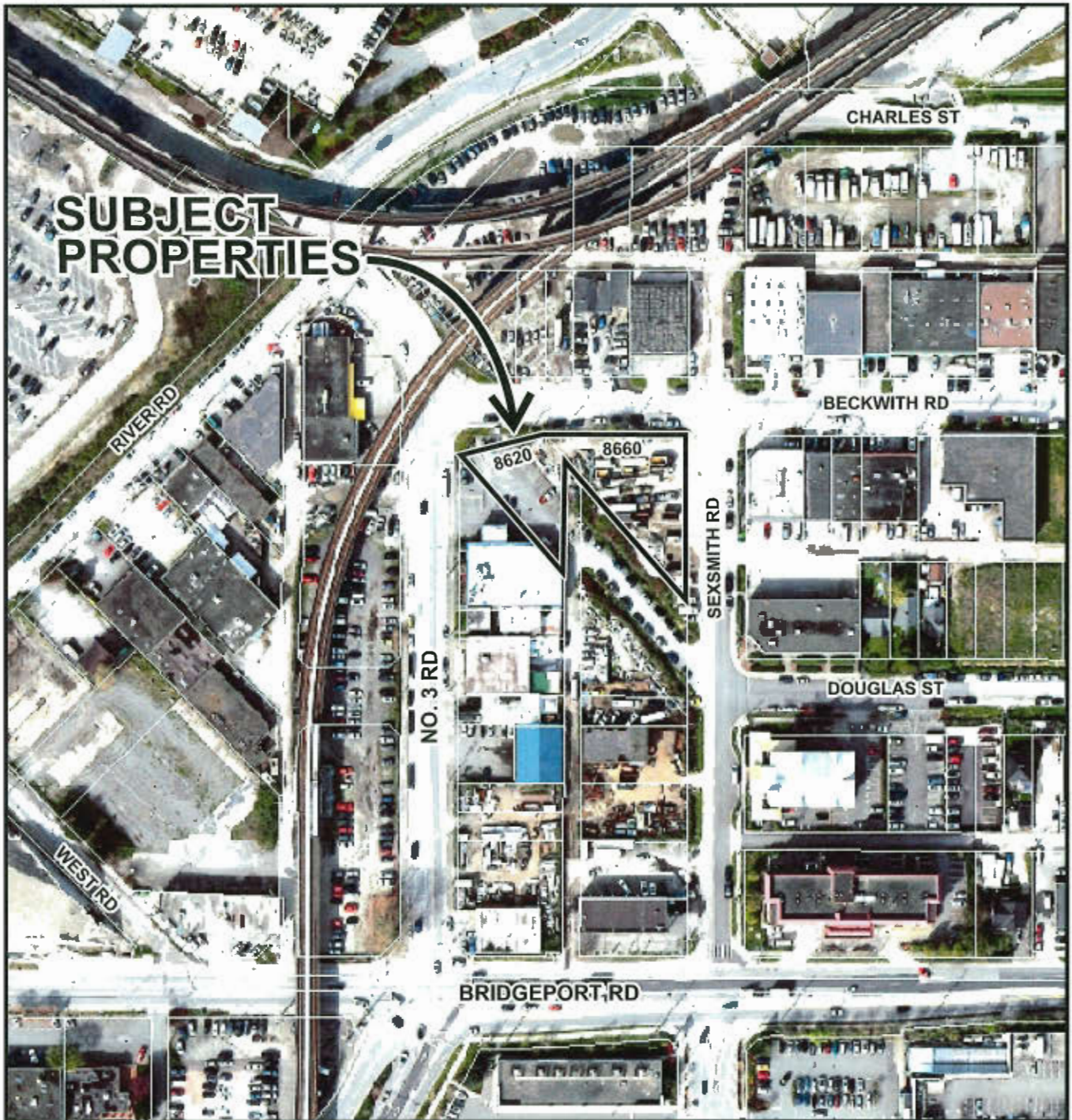
Revision Date:

Note: Dimensions are in METRES





City of  
Richmond



TU 18-841880

Original Date: 12/06/18

Revision Date:

Note: Dimensions are in METRES



**TU 18-841880**

**Attachment 2**

Address: 8620 and 8660 Beckwith Road

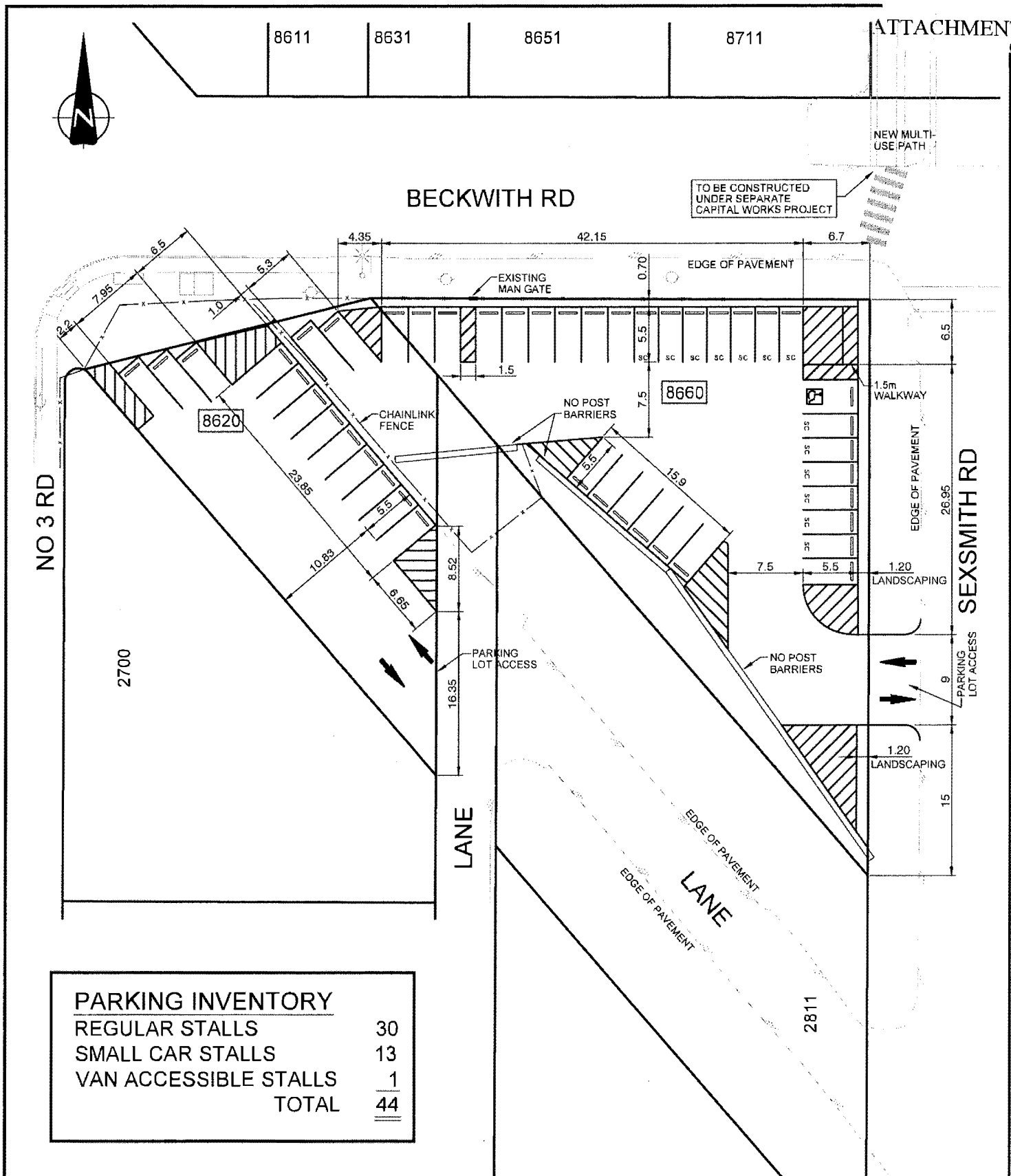
Applicant: The City of Richmond

Planning Area(s): City Centre – Bridgeport Village

	Existing	Proposed
<b>Owner:</b>	City of Richmond	No change
<b>Site Size (m<sup>2</sup>):</b>	2,268 m <sup>2</sup> (24,412 ft <sup>2</sup> )	No change
<b>Land Uses:</b>	Vacant	Parking, non-accessory
<b>OCP Designation:</b>	Commercial	No change
<b>Area Plan Designation:</b>	Urban Centre T5 (45 m)	No change
<b>Zoning:</b>	Light Industrial (IL)	No change

	Bylaw Requirement	Proposed	Variance
Off-street Parking Spaces – Total:	N/A	44	none
Off-street Parking Spaces – Standard:	Min. 50% (i.e. 22 spaces)	30	none
Off-street Parking Spaces – Small:	N/A	13	none
Off-street Parking Spaces – Accessible:	Min. 2% (i.e. 1 space)	1	none





**City of  
Richmond**

5911 No. 3 Road Richmond BC V6Y 2C1

TITLE:

PROPOSED PUBLIC PARKING LOTS  
AT 8620/8660 BECKWITH ROAD

DESIGN: T.S.

DRAWN: T.S.

CHECKED: S.H.

ENGINEER: S.H.

DWG. No:

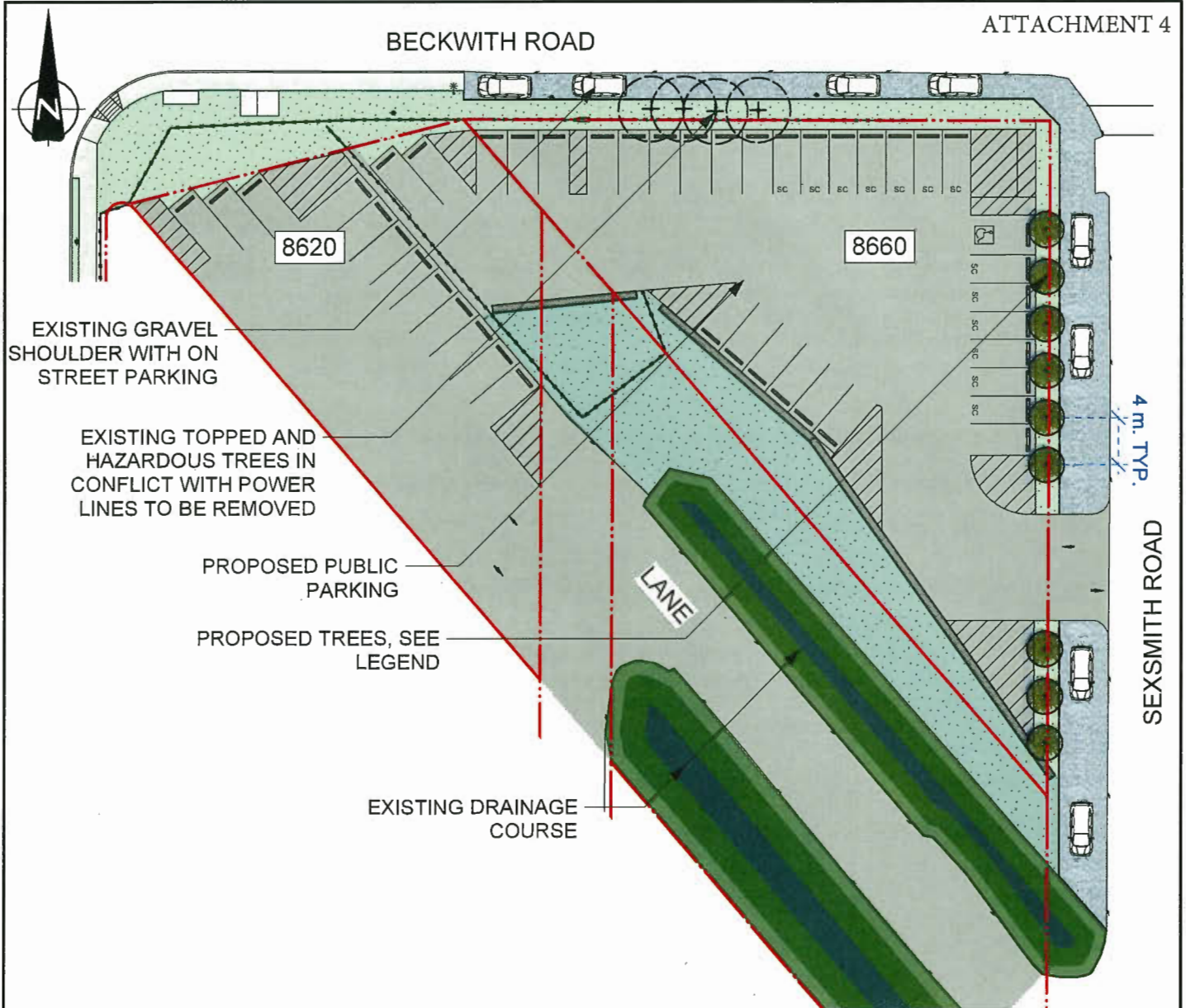
SCALE: N.T.S.

SEC. No:

DATE: MAR. 2019

SHT. No: 1 OF 1

**CNCL - 149**



### LANDSCAPE LEGEND

8620 + 8660 BECKWITH ROAD



PROPOSED TREE (X 9): *Populus tremuloides* (Trembling Aspen)  
COMPLETE WITH WATER BAGS



GRASS SEED: 85% tall fescue, 15% creeping red fescue



ESA NATIVE GRASS BLEND: 21% Spike Bent Grass, 15% Alaska Brome,  
22% Tufted Hair Grass, 32% Native Red Fescue, 10% Meadow Barley

### MINIMUM SOIL DEPTHS

TREES: 900mm  
GRASS: 800mm

**NOTE: ALL LANDSCAPE WORKS TO CONFORM TO CITY OF RICHMOND SUPPLEMENTARY SPECIFICATIONS AND DETAIL DRAWINGS UNLESS OTHERWISE NOTED**

City of  
Richmond

6911 No.3 Road Richmond BC V6Y 2C1

TITLE: PROPOSED PUBLIC PARKING LOTS  
AT 8620/8660 BECKWITH ROAD

DESIGN: MP

DRAWN: MP

CHECKED: MP

LANDSCAPE ARCHITECT:

DWG. No: LANDSCAPE PLAN

SCALE: 1:500

SEC. No:

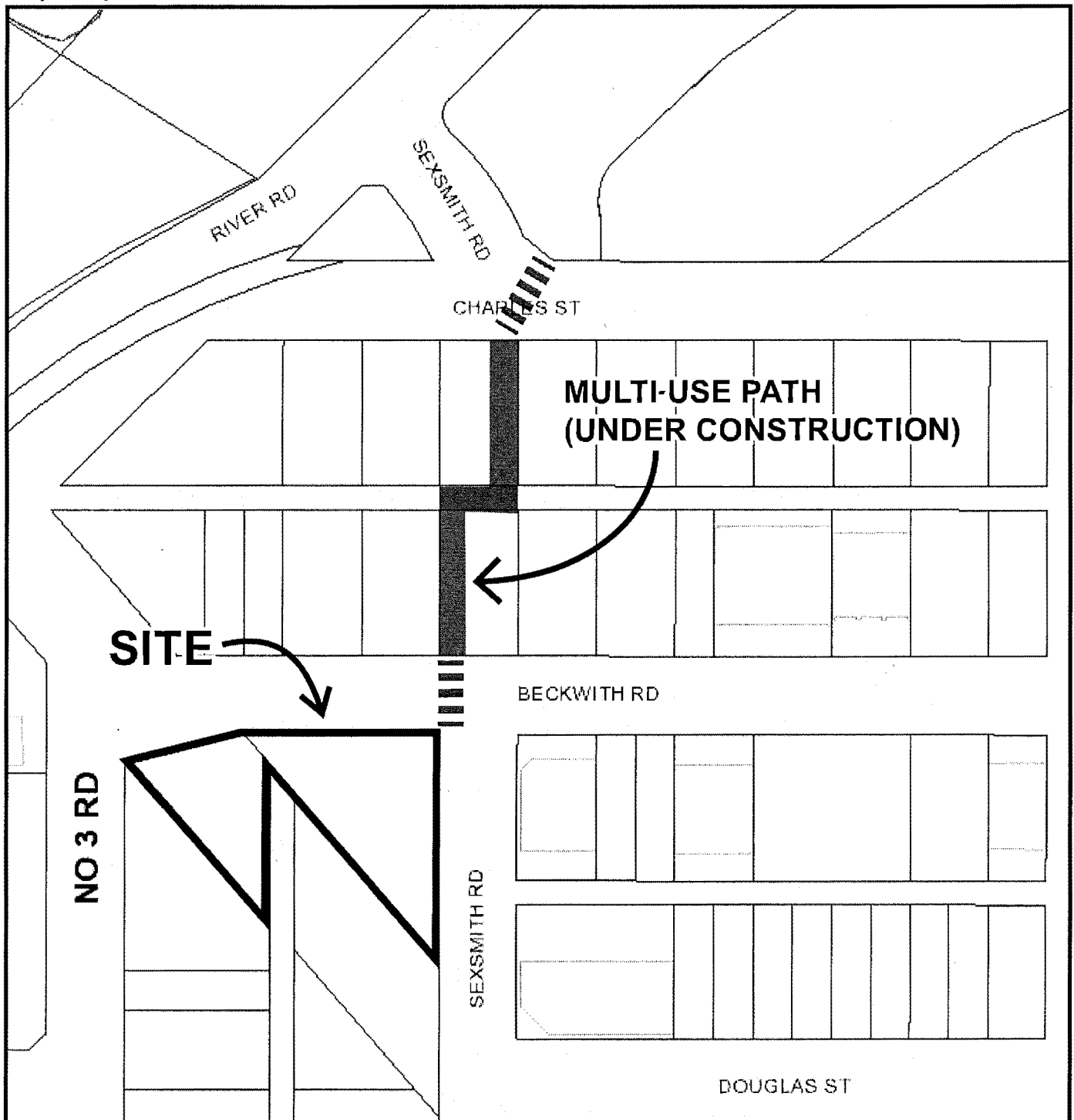
DATE: MAR. 2019

SHT. No: 1 OF 1

CNCL 150



City of  
Richmond



# Sexsmith Road Multi-Use Path (MUP)

Original Date: 04/08/2019

Revision Date:

Note: Dimensions are in METRES



No. TU 18-841880

To the Holder: THE CITY OF RICHMOND  
Property Address: 8620 AND 8660 BECKWITH ROAD  
Address: C/O 6911 NO. 3 ROAD  
RICHMOND, BC V6Y 2C1

---

1. This Temporary Commercial Use Permit is issued subject to compliance with all of the Bylaws of the City applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Temporary Commercial Use Permit applies to and only to those lands shown cross-hatched on the attached Schedule "A" and any and all buildings, structures and other development thereon.
3. The subject property may be used for the following temporary commercial use:  
  
    "Parking, non-accessory;" for a maximum of 44 spaces in accordance with Schedule "B"
4. The land described herein shall be developed generally in accordance with the terms and conditions and provisions of this Permit and any plans and specifications attached as Schedules "B" and "C" to this Permit which shall form a part hereof.
5. Any temporary buildings, structures and signs shall be demolished or removed and the site and adjacent roads shall be maintained and restored to a condition satisfactory to the City of Richmond, upon the expiration of this permit or cessation of the use, whichever is sooner.

**No. TU 18-841880**

To the Holder: THE CITY OF RICHMOND  
Property Address: 8620 AND 8660 BECKWITH ROAD  
Address: C/O 6911 NO. 3 ROAD  
RICHMOND, BC V6Y 2C1

---

6. The Permit is valid for a maximum of three years from the date of issuance.

7. This Permit is not a Building Permit.

AUTHORIZING RESOLUTION NO. ISSUED BY THE COUNCIL THE  
DAY OF , .

DELIVERED THIS DAY OF , .

---

MAYOR

---

CORPORATE OFFICER





8611

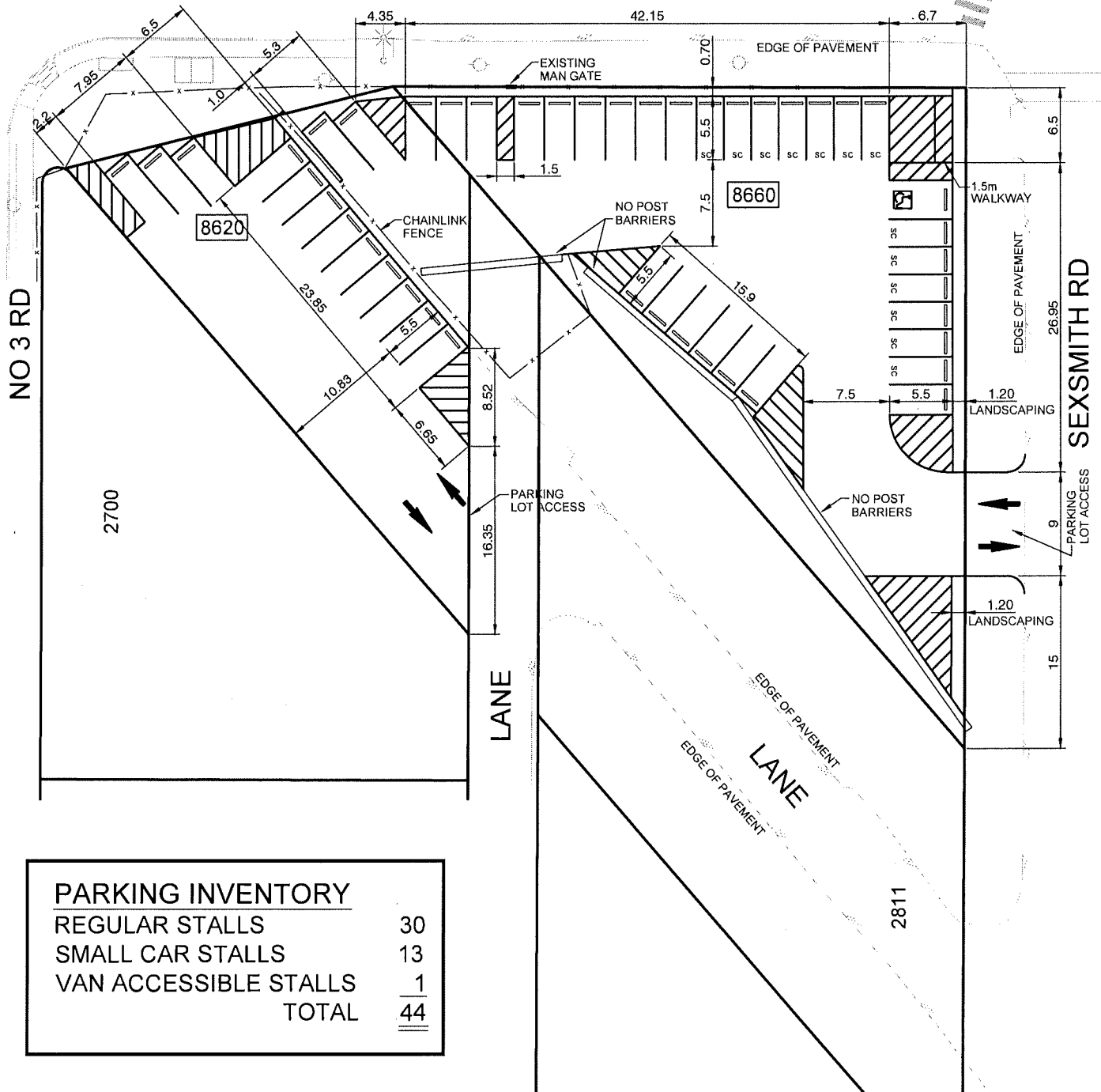
8631

8651

8711

SCHEDULE B

BECKWITH RD

TO BE CONSTRUCTED  
UNDER SEPARATE  
CAPITAL WORKS PROJECTNEW MULTI-  
USE PATH**PARKING INVENTORY**

REGULAR STALLS	30
SMALL CAR STALLS	13
VAN ACCESSIBLE STALLS	1
<b>TOTAL</b>	<b>44</b>

**City of  
Richmond**

6911 No. 3 Road Richmond BC V6Y 2C1

TITLE:

PROPOSED PUBLIC PARKING LOTS  
AT 8620/8660 BECKWITH ROAD

DESIGN: T.S.

DRAWN: T.S.

CHECKED: S.H.

ENGINEER: S.H.

DWG. No:

SCALE: N.T.S.

SEC. No:

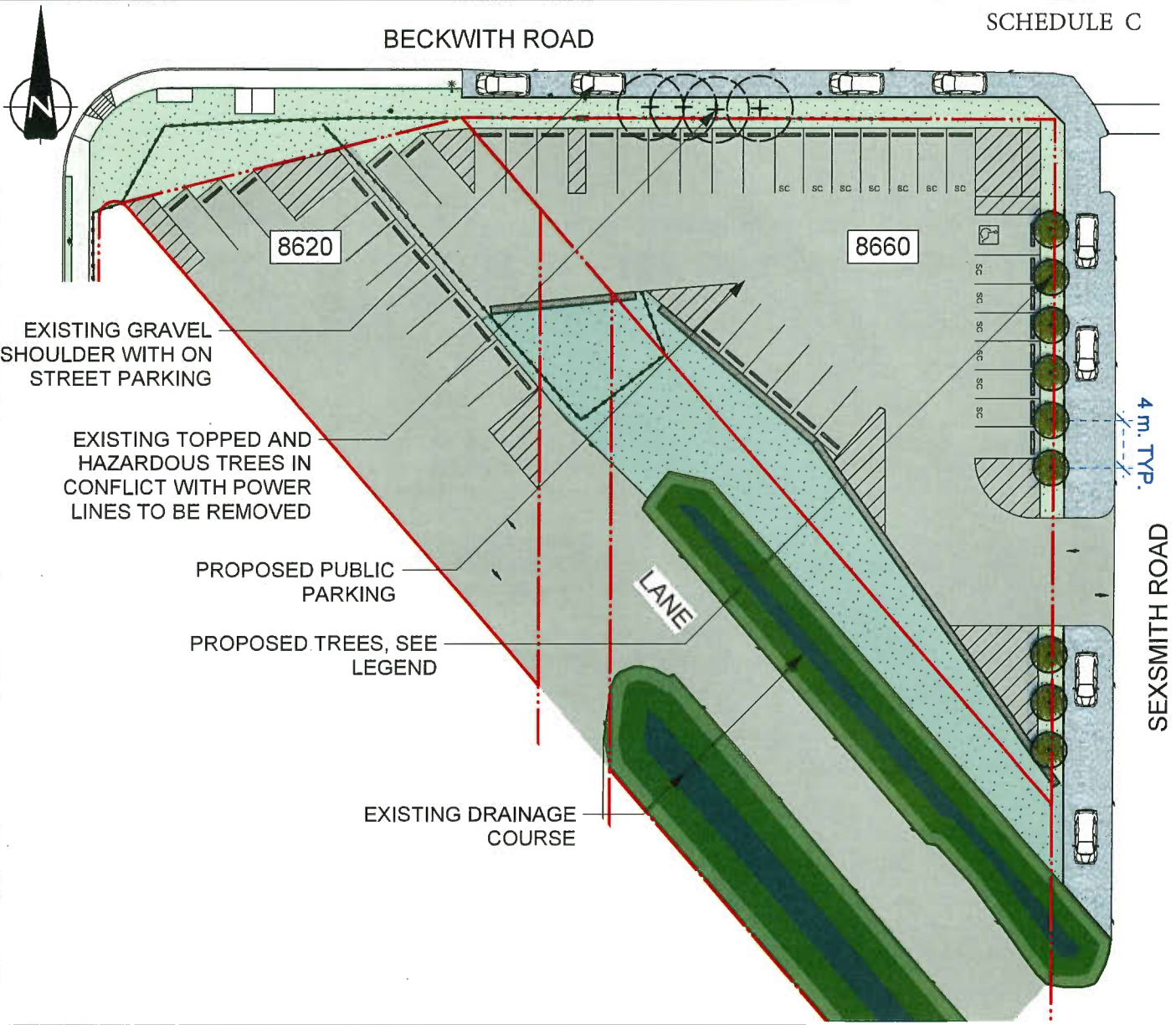
DATE: MAR. 2019




SHT. No: 1 OF 1

**CNCL - 155**



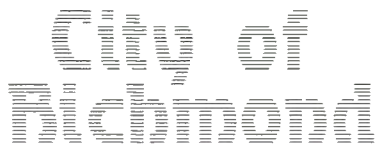
BECKWITH ROAD



LANDSCAPE LEGEND	
8620 + 8660 BECKWITH ROAD	
	PROPOSED TREE (X 9): <i>Populus tremuloides</i> (Trembling Aspen) COMPLETE WITH WATER BAGS
	GRASS SEED: 85% tall fescue, 15% creeping red fescue
	ESA NATIVE GRASS BLEND: 21% Spike Bent Grass, 15% Alaska Brome, 22% Tufted Hair Grass, 32% Native Red Fescue, 10% Meadow Barley

MINIMUM SOIL DEPTHS
TREES: 900mm
GRASS: 800mm

NOTE: ALL LANDSCAPE WORKS TO CONFORM TO CITY OF RICHMOND SUPPLEMENTARY SPECIFICATIONS AND DETAIL DRAWINGS UNLESS OTHERWISE NOTED



6911 No.3 Road Richmond BC V6Y 2C1

TITLE: PROPOSED PUBLIC PARKING LOTS AT 8620/8660 BECKWITH ROAD	
DESIGN: MP	DWG. No: LANDSCAPE PLAN
DRAWN: MP	
CHECKED: MP	SCALE: 1:500
LANDSCAPE ARCHITECT: MP	DATE: MAR. 2019
SHT. No: 1 OF 1	

CNCL - 156





# City of Richmond

## Report to Committee


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<b>To:</b>	Planning Committee	<b>Date:</b>	April 10, 2019
<b>From:</b>	Barry Konkin Manager, Policy Planning	<b>File:</b>	01-0153-01/2019-Vol 01
<b>Re:</b>	<b>Vancouver Airport Authority's Proposed Airport Zoning Regulations: Proposed Amendments to the City Centre Area Plan and Zoning Bylaw</b>		

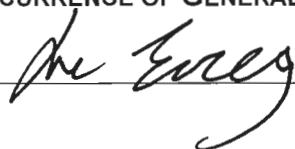

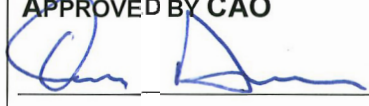
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### Staff Recommendation

1. That Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 10020, be introduced and given first reading;
2. That Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 10020, having been considered in conjunction with:
  - a. the City's Consolidated 5 Year Financial Plan and Capital Program; and
  - b. the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;is hereby found to be consistent with said program and plans, in accordance with Section 477(3)(a) of the *Local Government Act*;
3. That Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 10020, having been considered in accordance with Section 475 of the *Local Government Act* and the City's Official Community Plan Bylaw Preparation Consultation Policy 5043, is found not to require further consultation; and
4. That Richmond Zoning Bylaw 8500, Amendment Bylaw 10021, be introduced and given first reading.

  
for Barry Konkin  
Manager, Policy Planning  
(604-276-4139)

Att. 3

REPORT CONCURRENCE		
<b>ROUTED TO:</b> Building Approvals Development Applications Transportation	<b>CONCURRENCE</b> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<b>CONCURRENCE OF GENERAL MANAGER</b> 
<b>REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 

## **Staff Report**

### **Origin**

This report responds to the Vancouver Airport Authority's (VAA) application to Transport Canada to enact new Airport Zoning Regulations (AZR) that will limit the maximum height of buildings and structures in specific areas of Richmond's City Centre. The AZR application will require amendments to the City Centre Area Plan (CCAP) and Zoning Bylaw to protect the airspace for a possible new future south runway, and some housekeeping amendments to the CCAP regarding the protection of the airspace for the existing north and south runways.

### **Findings of Fact**

Airport Zoning Regulations (AZR) are federal regulations that restrict obstacle heights in the vicinity of airports. The existing AZR was enacted in 1981 to protect the airspace for the north, south and crosswind runways. The AZR adheres to a 2% slope for all take-off and approach surfaces starting at the end of the runway strip. The AZR defines three protected surfaces: the approach surface, transitional surface, and the outer surface. The defined height limit of the outer surface is 47 m (154 ft.) above sea level.

In 2014, the VAA began work to understand what measures are necessary to introduce a new AZR to protect the airspace for two future runway options: a south parallel runway or a foreshore runway. The current Airport 20 Year Master Plan (2037) illustrates the two runway options and indicates the need to protect the airspace for both future runway options as part of their application for a new AZR to Transport Canada (Attachment 1).

It is important to note that the VAA has not begun the process of selecting a third runway. If a third runway is proposed for implementation in the future, staff note that any such initiative would be part of a future environmental assessment review and the project would involve a comprehensive consultation process with stakeholders (e.g., the City) and the public prior to construction of a runway. Furthermore, in response to any concerns identified through the public and municipal consultation process, there is the potential for the imposition of conditions related to the operation of a future third runway similar to those that are in place for the existing north runway (e.g., noise attenuation).

In 2018, after consultation with stakeholders, including the City of Richmond, VAA made a formal application to Transport Canada for a new AZR that would:

- maintain the protected airspace for the existing three runways at 2%;
- protect the airspace for the proposed future parallel south runway and the foreshore runway options at 2%; and
- allow four "cut-out" areas where VAA has permitted to have slightly higher building heights than what would be permitted under the proposed new AZR.

The review process by Transport Canada to amend the AZR typically takes between one to three years. In the interim, staff recommend that the City amend the CCAP and Zoning Bylaw to regulate building and structure height to ensure compliance with the proposed AZR and to avoid conflict between the proposed AZR and any future development proposals.

## Analysis

### **Existing AZR Area for North and South Runway**

The VAA's application to Transport Canada is to maintain the existing approach surface for the existing three runways at 2%. As such, the sites under those flight paths for the north and south runways will continue to be subject to the existing AZR limits (Attachment 2). Although building heights are limited in the existing AZR area, staff have identified several minor housekeeping amendments that are intended to clarify the presence of AZR in the area.

Staff recommend a series of housekeeping amendments to the CCAP clarifying that the maximum building height may be subject to the established AZR in certain areas. Proposed Bylaw 10020 adds text to a series of maps and tables in the CCAP that regulate building height, including the following:

- a notation on the table for the Key Office-Friendly Areas Map, and related text in the CCAP indicating that maximum building height may be subject to established Airport Zoning Regulations in certain areas;
- a notation on the table for the Maximum Building Height Map of the CCAP indicating that maximum building height may be subject to established Airport Zoning Regulations in certain areas;
- a notation that the maximum typical height of buildings in the Commercial Reserve – Mid-to High-Rise (Sub-Area A.4), the Mixed Use – Mid-Rise Residential & Limited Commercial (Sub-Area B.2), the Mixed Use – High-Rise Residential, Commercial & Mixed Use (Sub-Area B.3), and the Mixed Use – High-Rise Commercial & Mixed Use (Sub-Area B.4) Development Permit Area Guidelines of the CCAP may be less if subject to established Airport Zoning Regulations; and
- a notation on each Specific Land Use Map for Bridgeport Village (2031), Capstan Village (2031), Aberdeen Village (2031), Lansdowne Village (2031), Brighthouse Village (2031), Oval Village (2031) of the CCAP indicating that the maximum building height may be subject to established Airport Zoning Regulations in certain areas.

All development applications that are located in areas with the existing flight paths would continue to require surveyor confirmation to ensure compliance with the existing AZR for the north and south runway. The proposed housekeeping amendments to the CCAP would provide further clarification that some properties in the City Centre may be impacted by the AZR. Those are minor amendments that are intended to highlight the application and presence of AZR in the City Centre.

### **Proposed AZR Area for Future Parallel South Runway – “Cut-Out” Areas**

VAA's application to Transport Canada also included protecting the airspace for the proposed future parallel south runway. A 2% slope for the runway would extend over a slightly larger part of the City and would have an impact to some building heights in certain areas of the City Centre (Attachment 2). To minimize the impact to building heights, four specific areas known as “cut-

outs” have been proposed by VAA as part of their application for a new AZR to Transport Canada. Those “cut-outs” would allow a slightly higher building height than what would be permitted under the proposed new AZR.

Attachment 3 indicates the proposed AZR area along with the four specific “cut-out” areas (labeled Site 1A, 2A, 3A and 4A). Attachment 3 also indicates three additional sites that would be impacted by the new AZR (labeled Site 1B, 2B, and 3B) that do not have an approved “cut-out” by VAA.

The four approved “cut-out” areas include the following properties:

**Site 1A: 7851 Alderbridge Way**

This property is designated in the CCAP for a maximum building height of 35 m (37 m geodetic or GSC) along the Alderbridge Way frontage and a maximum building height of 25 m (27 m GSC) for the remainder of the property. The site is zoned Industrial Retail (IR1) and permits a maximum building height of up to 25 m (27 m GSC) in the City Centre.

The proposed AZR would restrict the portion of the property facing Alderbridge Way to a maximum building height ranging from 31 m to 34 m GSC. VAA has agreed to allow the southwest portion of the site facing Alderbridge Way to have a maximum building height of 35 m GSC, and the northeast portion of the site facing Alderbridge Way to have a maximum building height of 37 m GSC.

Proposed CCAP Amendment: In order to reflect this “cut-out”, proposed Bylaw 10020 would amend the Specific Land Use Map for Aberdeen Village (2031) to reflect the 35 m GSC maximum allowable height.

Zoning: The property is currently zoned Industrial Retail (IR1) and permits building heights up to 25 m (27 m GSC) in the City Centre which is less than the proposed approach surface of the new AZR. No amendments to the Zoning Bylaw are required for this site.

**Site 2A: 7960 Alderbridge Way, 5333 No. 3 Road, and 5411 No. 3 Road**

This property is designated in the CCAP for a maximum building height of 45 m (47 m GSC) and was recently rezoned to City Centre High Density Mixed Use (ZMU34) – Lansdowne Village. The ZMU34 zone has a maximum building height of 41.5 m GSC. This reflects the agreed upon proposed “cut-out” for this property at 41.5 m GSC with VAA.

CCAP: In order to reflect this “cut-out”, proposed Bylaw 10020 would amend the Specific Land Use Map for Lansdowne Village (2031) to reflect that the maximum building height is 41.5 m GSC.

Zoning: As the ZMU34 zone already has a maximum building height of 41.5 m GSC, no further amendment to the Zoning Bylaw would be required.

**Site 3A: 5300 No. 3 Road**

This site, which includes Lansdowne Mall, has two land use designations that regulate building height. These height limits range from 45 m (47 m GSC) between No. 3 Road and the future Hazelbridge Way extension, and 25 m (27 m GSC) between the future Hazelbridge Way

extension and Kwantlen Street. The site is currently zoned Auto-Oriented Commercial (CA) which has a maximum building height of 12 m (14 m GSC), and a maximum building height of 45 m (47 m GSC) for hotels.

The Lansdowne site has an active OCP amendment application (CP 15-717017) to create a new master land use plan for the ultimate development of the site. The intent of the proposed OCP amendment is to adjust land use designation boundaries in the CCAP. Council endorsed a concept master land use plan on October 9, 2018 to proceed toward finalizing the master land use plan and preparing OCP/CCAP amendments that are consistent with VAA's maximum building heights.

VAA has proposed a series of "cut-outs" for this site. Two proposed "cut-outs" are directly adjacent to No. 3 Rd which would reduce building height by 2 m to 45 m GSC. Two additional "cut-outs" would allow 47 m GSC tall buildings between the "cut-outs" directly adjacent to No. 3 Road and the proposed Hazelbridge Way extension through the site.

CCAP: VAA has indicated that building heights east of the proposed Hazelbridge Way extension would need to comply with the proposed 2% AZR application. In order to reflect this "cut-out", proposed Bylaw 10020 would amend the Specific Land Use Map for Lansdowne Village (2031) to reflect that the maximum building height is 43 m (45 m GSC) for the "cut-out" along No. 3 Road. No other amendments are required. This amendment to the CCAP does not reflect the proposed master land use plan (CP 15-717017) which will come forward at a later date in keeping with the direction from Council on October 9, 2018.

Zoning: An amendment to the Auto-Oriented Commercial (CA) zone is required to reduce the maximum height for hotels to 43 m (45 m GSC) for the "cut-out" area directly adjacent to No. 3 Road to be in compliance with the new AZR. A second area that has not been varied from the proposed AZR would be required to have a reduced maximum building height for hotels to 36 m (38 m GSC), and a third area that VAA has not included in their AZR "cut-out" areas would be required to have a reduced maximum building height for hotels to 40 m (42 m GSC). The remainder of the site would permit a maximum 45 m (47 GSC) building height for hotels. Should the proposed master land use plan for the site be adopted by Council, staff anticipate rezoning applications would be forwarded to Council for consideration to implement the master land use plan.

#### **Site 4A: 5551, 5591, 5631, 5651 & 5671 No. 3 Road**

The site, which is designated in the CCAP for a maximum building height of 47 m GSC, is comprised of an active rezoning application by Townline Ventures Inc. at 5591, 5631, 5651 and 5671 No. 3 Road (RZ 17-779262), which was granted third reading following a public hearing on July 9, 2018, and a future development site at 5551 No. 3 Rd. VAA has proposed a "cut-out" that would enable the Townline site to achieve 47m GSC tall buildings in keeping with the current CCAP building height designation. Otherwise, building height would be reduced in this area as it would be impacted by the 2% slope associated with the proposed future south parallel runway. The proposed "cut-out" for the future development site at 5551 No. 3 Road will also enable development of this site generally as envisioned in the CCAP. No amendments are required to the CCAP or Zoning Bylaw for this site.

**Proposed AZR Area for Future Parallel South Runway – Areas Not Included in “Cut-Outs”**

There are five properties that would have building height limitations imposed by the new AZR that are not part of the proposed “cut-outs” by VAA (Attachment 3). They are:

**Site 1B: 6811 Pearson Way**

The applicant for this property recently submitted a Development Permit (DP) application (DP 18-816029). This property is affected by the transitional surface of the new AZR. City staff are actively working with VAA and ASPAC on the redevelopment proposal for this site that would allow for safe airport operations while still enabling the site to be redeveloped in accordance with CCAP objectives. A staff report on the DP will be presented to the City’s Development Permit Panel at the completion of the staff review.

**Site 2B: 7991 Alderbridge Way**

The property at 7991 Alderbridge Way, which is located at the northwest corner of No. 3 Road and Alderbridge Way, is designated for a maximum building height of 35 m (37 m GSC) for a large portion of the property with a reduced maximum building height of 25 m (27 m GSC) towards the northwest corner of the property. The property is zoned Auto-Oriented Commercial (CA) which has a maximum building height of 12 m (14 m GSC), and a maximum building height of 45 m (47 m GSC) for hotels.

The northern portion of the property is under the existing AZR; however, the southern portion of the property is under the proposed new AZR. In the interim, staff recommend amending the CA zone, as shown in proposed Bylaw 10021, to reduce the maximum building height for a hotel to 33 m GSC for the southern portion of this property which is impacted by the new AZR. No amendment to the CCAP is required.

**Site 3B: 7100 River Road**

This property which is owned by the City of Richmond is designated Park in the OCP and CCAP. However, it is zoned Industrial Business Park (IB1) which allows a maximum building height of 25 m (27 m GSC) in the City Centre area. The proposed AZR would reduce a portion of the site to a maximum building height of 22 m GSC. As this site is owned by the City with the intention to redevelop the site as a public park, staff proposed amending the IB1 zone to ensure that the maximum building height for this property be 22 m GSC to be in compliance with the proposed AZR.

**Site 4B: 7880 & 7900 Alderbridge Way**

The property at 7900 Alderbridge Way is designated for a maximum building height of 35 m (37 m GSC) in the CCAP. However, it is zoned Industrial Retail (IR1) which allows a maximum building height of 25 m (27 m GSC) which may be varied to a maximum height of 35 m (37 m GSC). The proposed protected airspace over this property would require an amendment to the CCAP to indicate that the maximum building height for this property would vary between 31 m to 33 m. This building height variation through the site is based on the proposed height contours as prepared by VAA.

**Site 5B: 5400 Minoru Boulevard**

The property at 5400 Minoru Boulevard is designated for a maximum building height of 35 m (37 m GSC) in the CCAP. However, it is zoned Industrial Retail (IR1) which allows a maximum building height of 25 m (27 m GSC) which may be varied to a maximum height of 35 m (37 m GSC). The proposed protected airspace over this property would require an amendment to the CCAP to indicate that the maximum building height for this property would vary between 32 m to 35 m. This building height variation through the site is based on the proposed height contours as prepared by VAA.

**Properties Not Impacted**

The remaining properties under the proposed new AZR are not affected by the change as some of these are sites which have already (or soon will be) developed at or near permitted CCAP heights. Others are existing or future park sites whereas other parcels are not affected because the CCAP permits a height that is lower than the proposed AZR.

**Consultation**

Since VAA began their review of the revised AZR, the City has:

- included advertisements in the local newspaper about VAA's proposed AZR indicating the area that may be affected, and
- discussed the proposed AZR with the Urban Development Institute.

Should Council give first reading to proposed Bylaw 10020 and proposed Bylaw 10021, a public hearing notice will be provided as per the *Local Government Act* and will include a notification in keeping with the *Local Government Act* requirements.

Staff have reviewed the proposed OCP amendment bylaw (Bylaw 10020) with respect to the *Local Government Act* and the City's OCP Bylaw Preparation Consultation Policy No. 5043 requirements. Table 1 clarifies this recommendation.

**Table 1 – OCP Public Consultation Summary**

Stakeholder	Referral Comment
Provincial Agricultural Land Commission	No referral necessary, as they are not affected.
Richmond School Board	No referral necessary, as they are not affected.
The Board of the Greater Vancouver Regional District (GVRD)	No referral necessary, as they are not affected.
The Councils of Adjacent Municipalities	No referral necessary, as they are not affected.
First Nations (e.g., Sto:lo, Tsawwassen, Musqueam)	No referral necessary, as they are not affected.
TransLink	No referral necessary, as they are not affected.
Port Authorities (Port Metro Vancouver and Steveston Harbour Authority)	No referral necessary, as they are not affected.
Vancouver Airport Authority (VAA) (Federal Government Agency)	No referral necessary; the proposed AZR has been initiated by the Vancouver Airport Authority.
Richmond Coastal Health Authority	No referral necessary, as they are not affected.



Stakeholder	Referral Comment
Community Groups and Neighbours	Community Groups and Neighbours will have the opportunity to comment regarding the proposed OCP amendment (and proposed Zoning Bylaws) at Planning Committee, Council and at a Public Hearing.
All Relevant Federal and Provincial Government Agencies	No referral necessary, as they are not affected.

### Financial Impact

None.

### Conclusion

The Vancouver Airport Authority (VAA) has an existing Airport Zoning Regulation (AZR) in place to protect airspace associated with existing runways and has recently applied to Transport Canada to enact a new AZR that will protect the airspace for two future runway options: a south parallel runway or a foreshore runway. To minimize the impact on building heights under the future south runway protected airspace, VAA has included four “cut-out” areas to allow a higher building height for selected parcels that would be negatively impacted by the new AZR. In order to comply with the new AZR, a series of amendments to the City Centre Area Plan (CCAP) and Zoning Bylaw would be required.

It is recommended that the following bylaws be introduced and given first reading:

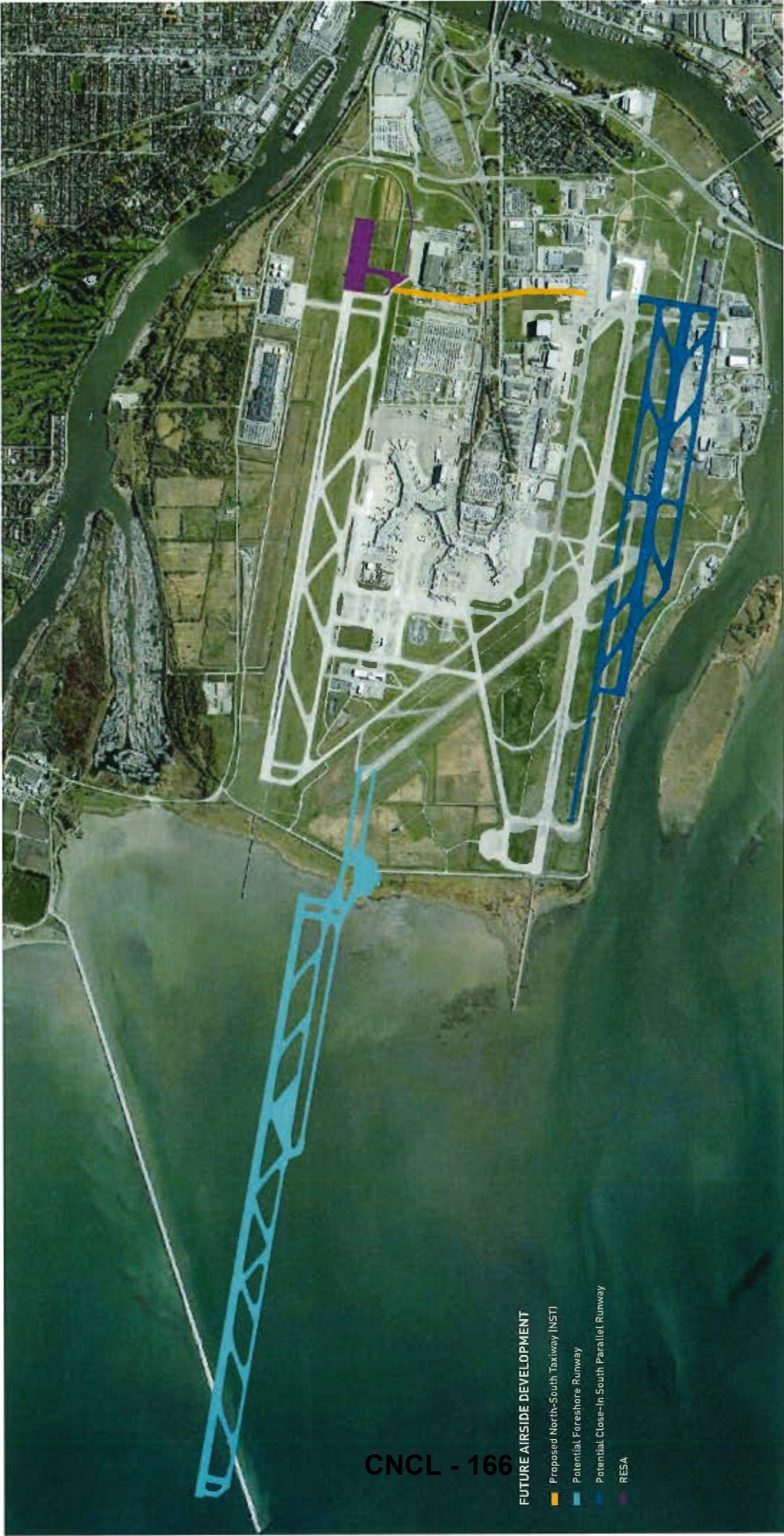
1. Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 10020; and
2. Richmond Zoning Bylaw 8500, Amendment Bylaw 10021.



John Hopkins  
Planner 3  
(604-276-4279)

JH:cas

- Att. 1: YVR Existing and Potential Runways  
 2: Existing and Proposed AZR  
 3: Proposed AZR for Future South Runway

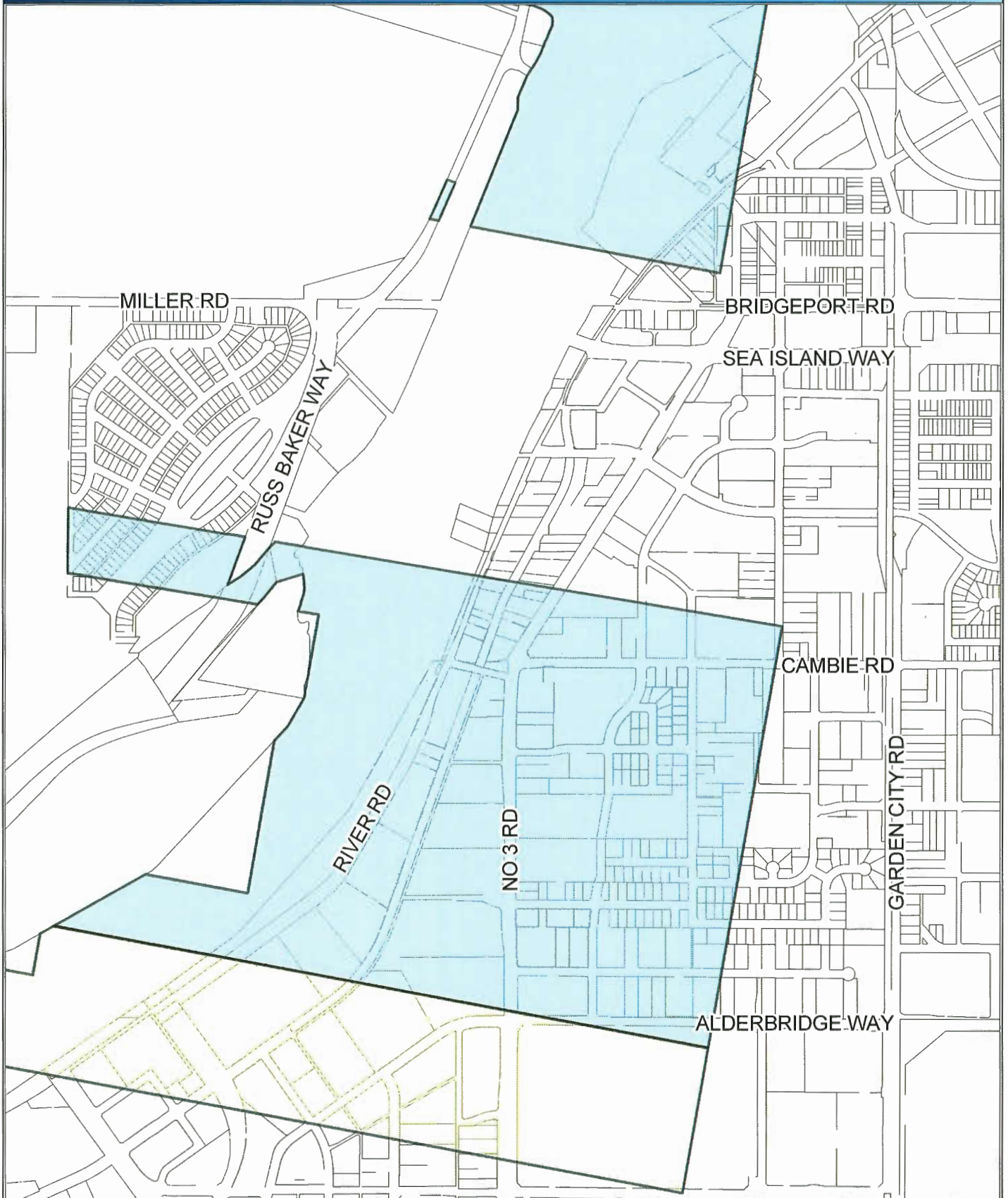


CNCL - 166





# Existing and Proposed AZR

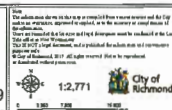


## Legend

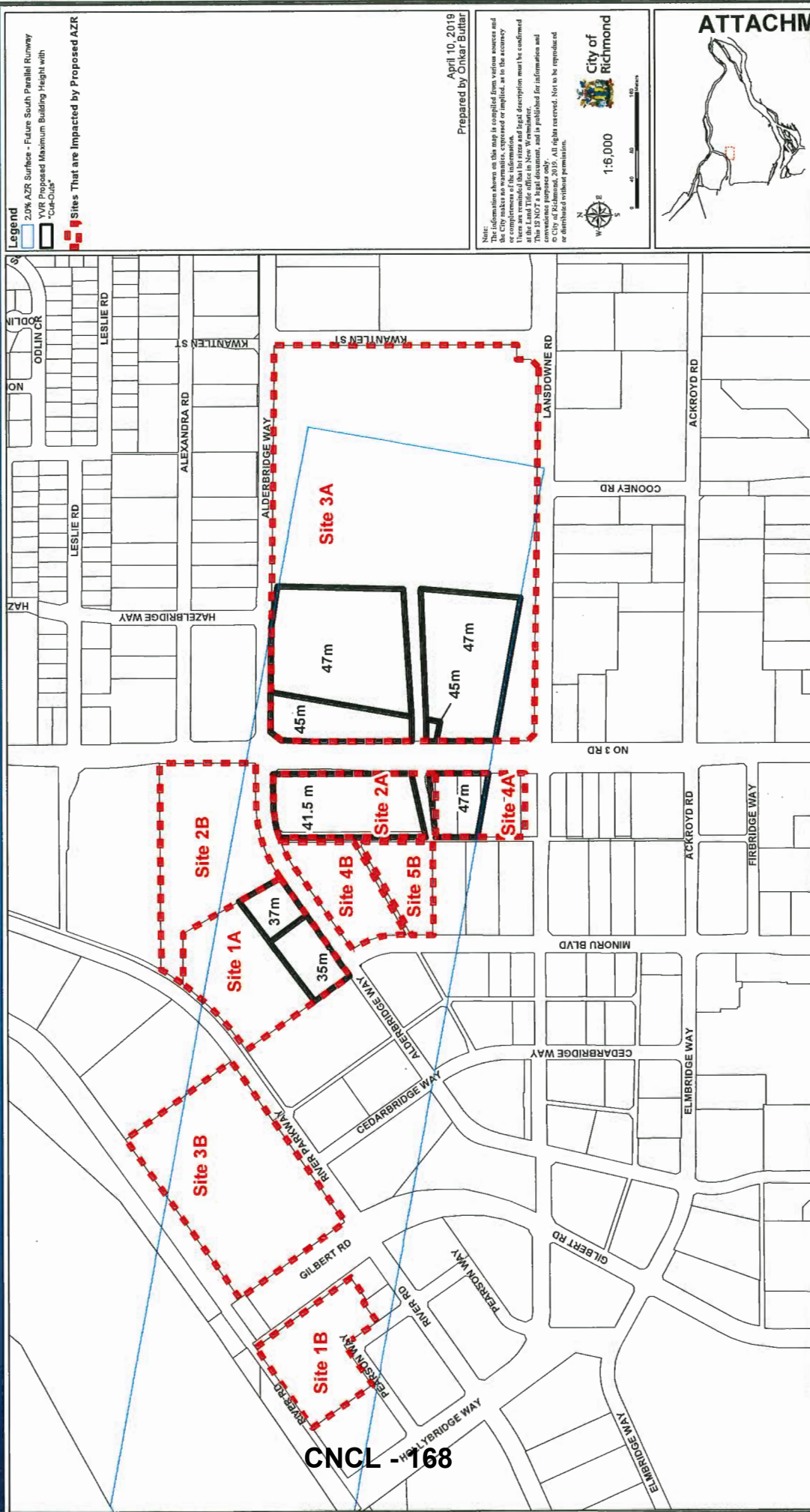
- Existing AZR
- Proposed AZR

**CNCL - 167**

April 5, 2019  
Prepared by Onkar Buttar

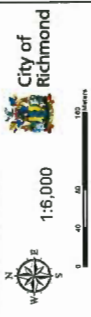


# Proposed AZR For Future South Runway



April 10, 2019  
Prepared by Omar Buttar

Note: The information shown on this map is compiled from various sources and the City makes no warranty, expressed or implied, as to the accuracy or completeness of the information. Users are reminded that this map is not a legal document and must be confirmed at the Land Title Office in New Westminster. This is NOT a legal document, and is published for information and reference only. © City of Richmond, 2019. All rights reserved. Not to be reproduced or distributed without permission.





**Richmond Official Community Plan Bylaw 7100  
Amendment Bylaw 10020  
(YVR Airport Zoning Regulations – Building Height in the CCAP)**

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

1. Richmond Official Community Plan Bylaw 7100, as amended, is further amended, at Schedule 2.10 (City Centre Area Plan), as follows:

- a) at Section 2.2.3(a) (Encourage “Office-Friendly” Development Opportunities), by adding a double asterisk “\*\*” after the table heading “Typical Maximum Building Height”, and adding the following text immediately after the table:

“\*\* Maximum building height may be subject to established Airport Zoning Regulations in certain areas.”

- b) at Section 2.2.3(a) “Office-Friendly Checklist” by deleting item “3. High-Rise” in and replacing it with the following:

“3. High-Rise

Building heights of 35-45 m (115-148 ft.) are permitted in prominent locations near No. 3 Road, the Canada Line, and in a limited number of waterfront locations (e.g., at No. 3 Road and Cambie Road), but may be subject to established Airport Zoning Regulations in certain areas.”

- c) at Section 2.10.1(e) (Encourage Human-Scaled Development), by adding a double asterisk “\*\*” after the table heading “Maximum Height Permitted Based on Maximum Density”, and adding the following text immediately after the table:

“\*\* Maximum building height may be subject to established Airport Zoning Regulations in certain areas.”

- d) at Section 3.2.4 (Sub-Area A.4: Commercial Reserve – Mid- to High-Rise), by deleting: item “Maximum Typical Height: • 25 - 45 m (82 - 148ft.)” and replacing it with the following:

*“Maximum Typical Height:*

*• 25 – 45 m (82 – 148ft.), or less if subject to established Airport Zoning Regulations.”*

- e) at Section 3.2.4 (Sub-Area A.4: Commercial Reserve – Mid- to High-Rise), by deleting the fifth row of the table titled “Sub-Area A.4: Commercial Reserve – Mid- to High-Rise” and replacing it with the following:

"E. Maximum Building Height	<ul style="list-style-type: none"> <li>• For 2 FAR or less: 25 m (82 ft.), or less if subject to established Airport Zoning Regulations.</li> <li>• For greater than 2 FAR: varies as per the Plan, 25 – 45 m (82 – 148 ft.), or less if subject to established Airport Zoning Regulations.</li> <li>• Additional height to a maximum of 45 m (148 ft.) may be supported where it enhances the skyline and pedestrian streetscape."</li> </ul>
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- f) at Section 3.2.6 (Sub-Area B.2: Mixed Use – Mid-Rise Residential & Limited Commercial), by deleting the item "Maximum Typical Height: • 25 m (82 ft.)" and replacing it with the following:

*"Maximum Typical Height:*

- 25 m (82 ft.), or less if subject to established Airport Zoning Regulations."

- g) at Section 3.2.6 (Sub-Area B.2: Mixed Use – Mid-Rise Residential & Limited Commercial), by deleting the fifth row of the table titled "Sub-Area B.2: Mixed Use – Mid-Rise Residential & Limited Commercial" and replacing it with the following:

"E. Maximum Building Height	<ul style="list-style-type: none"> <li>• For 1.2 FAR or less: 15 m (49 ft.), or less if subject to established Airport Zoning Regulations.</li> <li>• For greater than 1.2 FAR: 25 m (82 ft.), or less if subject to established Airport Zoning Regulations.</li> <li>• Additional building height may be permitted where it enhances livability on the subject site and neighbouring properties (e.g., reduced shading, reduced overlook)."</li> </ul>
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- h) at Section 3.2.7 (Sub-Area B.3: Mixed Use – High-Rise Residential, Commercial & Mixed Use), by deleting the item "Maximum Typical Height: • 25 - 45 m (82 - 148 ft.)" and replacing it with the following:

*"Maximum Typical Height:*

- 25 – 45 m (82 – 148ft.), or less if subject to established Airport Zoning Regulations."

- i) at Section 3.2.7 (Sub-Area B.3: Mixed Use – High-Rise Residential, Commercial & Mixed Use), by deleting the fifth row of the table titled "Sub-Area B.3: Mixed Use – High-Rise Residential, Commercial & Mixed Use" and replacing it with the following:

"E. Maximum Building Height	<ul style="list-style-type: none"> <li>• For less than 3 FAR: 35 m (115 ft.), or less if subject to established Airport Zoning Regulations, except lower where indicated in the Plan (e.g., Oval Village).</li> <li>• For 3 FAR: 45 m (148 ft.), or less if subject to established Airport Zoning Regulations, except lower where indicated in the Plan (e.g., Oval Village).</li> <li>• Additional height to a maximum of 45 m (148 ft.) may be supported where it enhances the skyline and pedestrian streetscape."</li> </ul>
-----------------------------	--

- j) at Section 3.2.8 (Sub-Area B.4: Mixed Use – High-Rise Commercial & Mixed Use), by deleting the item "Maximum Typical Height: • 45 m (148 ft.)" and replacing it with the following:

*"Maximum Typical Height:*

- 45 m (148 ft.), or less if subject to established Airport Zoning Regulations."

- k) at Section 3.2.8 (Sub-Area B.4: Mixed Use – High-Rise Commercial & Mixed Use), by deleting the fifth row of the table titled “Sub-Area B.4: Mixed Use – High-Rise Commercial & Mixed Use” and replacing it with the following:

“E. Maximum Building Height	• 45 m (148 ft.), or less if subject to established Airport Zoning Regulations.”
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- l) at Specific Land Use Map: Aberdeen Village (2031), by deleting the map titled Specific Land Use Map: Aberdeen Village (2031) and replacing it with that attached to this bylaw as Schedule A, and by making any text and graphic amendments to ensure consistency with the Specific Land Use Map: Aberdeen Village (2031) as amended;
- m) at Specific Land Use Map: Lansdowne Village (2031), by deleting the map titled Specific Land Use Map: Lansdowne Village (2031) and replacing it with that attached to this bylaw as Schedule B, and by making any text and graphic amendments to ensure consistency with the Specific Land Use Map: Lansdowne Village (2031) as amended;
- n) at Specific Land Use Map: Bridgeport Village (2031), by adding the following immediately below the legend for the map titled Specific Land Use Map: Bridgeport Village (2031):
- “Maximum building height may be subject to established Airport Zoning Regulations in certain areas.”
- o) at Specific Land Use Map: Capstan Village (2031), by adding the following immediately below the legend for the map titled Specific Land Use Map: Capstan Village (2031):
- “Maximum building height may be subject to established Airport Zoning Regulations in certain areas.”
- p) at Specific Land Use Map: Aberdeen Village (2031), by adding the following immediately below the legend for the map titled Specific Land Use Map: Aberdeen Village (2031):
- “Maximum building height may be subject to established Airport Zoning Regulations in certain areas.”
- q) at Specific Land Use Map: Lansdowne Village (2031), by adding the following immediately below the legend for the map titled Specific Land Use Map: Lansdowne Village (2031):
- “Maximum building height may be subject to established Airport Zoning Regulations in certain areas.”
- r) at Specific Land Use Map: Brighthouse Village (2031), by adding the following immediately below the map titled Specific Land Use Map: Brighthouse Village (2031):
- “Maximum building height may be subject to established Airport Zoning Regulations in certain areas.”



- s) at Specific Land Use Map: Oval Village (2031) , by adding the following immediately below the map titled Specific Land Use Map: Oval Village (2031):

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

2. This Bylaw may be cited as **“Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 10020”**.



FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED

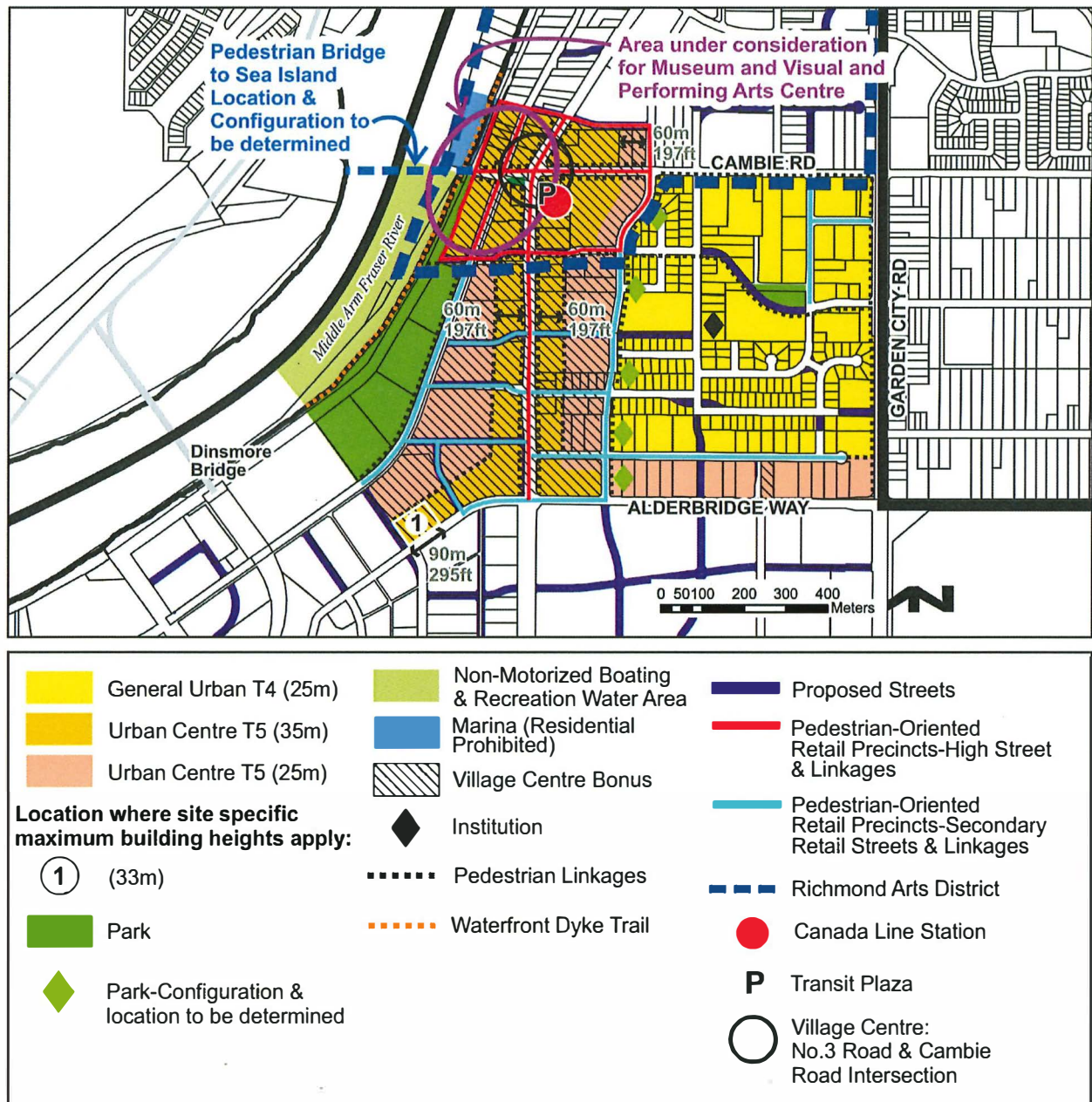
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MAYOR

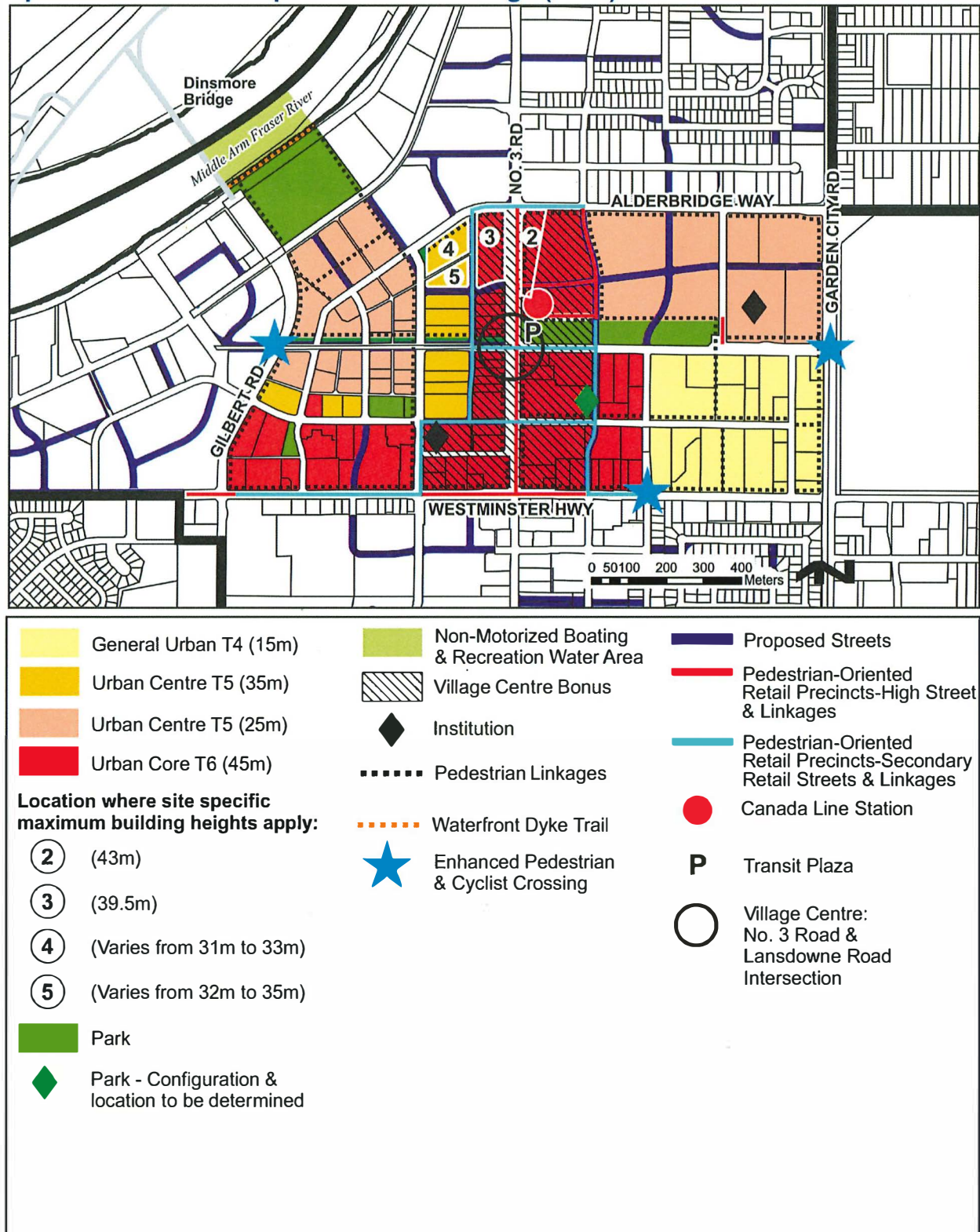
\_\_\_\_\_  
CORPORATE OFFICER



## Schedule A of Bylaw 10020

**Specific Land Use Map: Aberdeen Village (2031)**

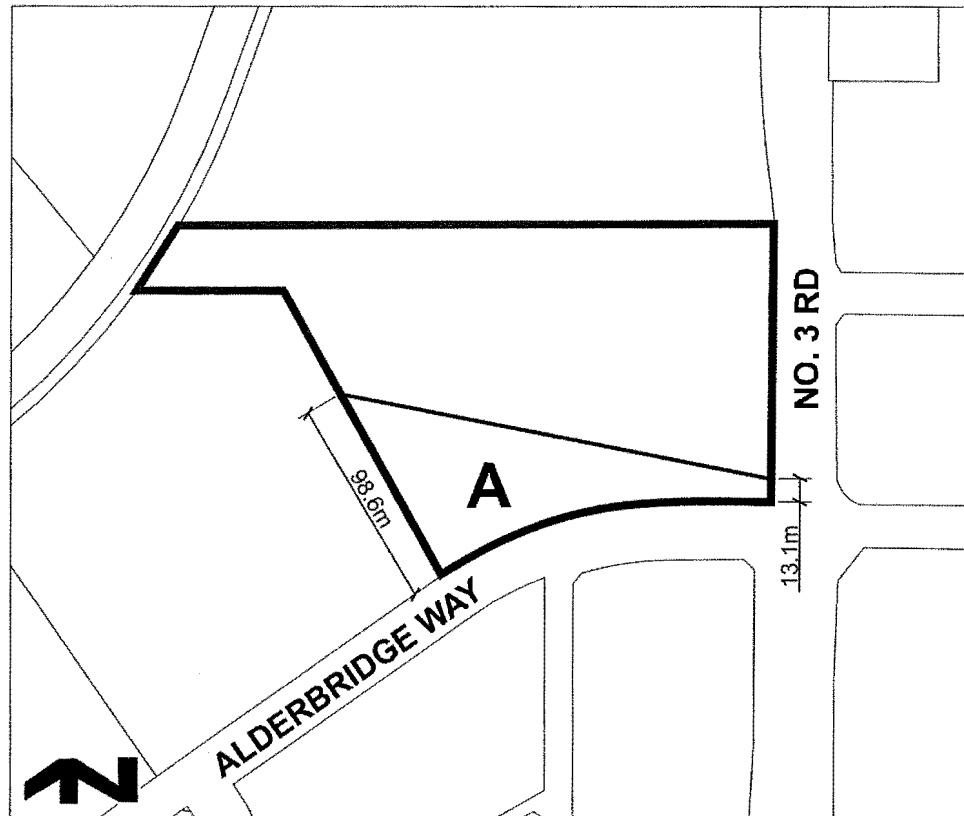
## Schedule B of Bylaw 10020

**Specific Land Use Map: Lansdowne Village (2031)**



- b) 5551 No. 3 Road  
 P.I.D. 006-770-622  
 LOT 30 SEC 5 BLK 4N RG 6W PL NWP32827

The maximum **height** for **hotels** is 33.0 m in the area labelled as “A” below:



2. Richmond Zoning Bylaw 8500, as amended, is further amended at Section 12 [Industrial Zones] by deleting 12.3.7.1 [Permitted Heights] under sub-Section 12.3 [Industrial Business Park (IB1, IB2)] and replacing it with the following:

“1. The maximum **height** for **buildings** is 12.0 m, except in the **City Centre** where:

- a) the typical maximum **height** for **buildings** is 25.0 m, however additional **building height** may be permitted through the development permit or development variance permit process to a maximum **height** for **buildings** of 35.0 m;
- b) the maximum **height** for **buildings** is 22.0 m for the following property:

7100 River Road  
 P.I.D. 004-863-968  
 LOT 107 SEC 5 BLK 4N RG 6W PL NWP43325 & BLK 5N; SEC 32; and

c) within 50.0 m of Bridgeport Road the maximum **building height** shall be 35.0 m.”

3. This Bylaw is cited as “**Richmond Zoning Bylaw 8500, Amendment Bylaw 10021**”.

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED

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\_\_\_\_\_  
MAYOR

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





# City of Richmond

## Report to Committee

**To:** Public Works and Transportation Committee

**Date:** March 27, 2019

**From:** Lloyd Bie, P. Eng.  
Director, Transportation

**File:** 01-0150-20-ICBC1-  
01/2019-Vol 01

**Re:** ICBC-City of Richmond *Road Improvement Program – 2019 Update*

### Staff Recommendation

1. That the list of proposed road safety improvement projects, as described in Attachment 2 of the staff report titled “ICBC-City of Richmond *Road Improvement Program – 2019 Update*,” dated March 27, 2019 from the Director, Transportation be endorsed for submission to the ICBC 2019 *Road Improvement Program* for consideration of cost-share funding; and
2. That should the above applications be successful, the Chief Administrative Officer and General Manager, Planning and Development be authorized to negotiate and execute the cost-share agreements, and that the consolidated 5 Year Financial Plan (2019-2023) be amended accordingly.

Lloyd Bie, P. Eng.  
Director, Transportation  
(604-276-4131)

Att. 2

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Finance	<input checked="" type="checkbox"/>	
Engineering	<input checked="" type="checkbox"/>	
Law	<input checked="" type="checkbox"/>	
RCMP	<input checked="" type="checkbox"/>	
<b>REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 

## Staff Report

### Origin

At the May 28, 2018 Council meeting, Council endorsed a number of proposed joint ICBC-City of Richmond road safety improvement projects for 2018. This report summarizes the projects implemented in 2018 with funding from ICBC and presents a list of projects proposed to be implemented with funding contributions from ICBC as part of the 2019 ICBC-City of Richmond *Road Improvement Program* partnership.

### Analysis

The City has been in partnership with ICBC in the *Road Improvement Program* since 1994. This partnership is an important component of the City's traffic safety program as it enables the City not only to undertake more traffic safety enhancements than it could alone, but also to expedite some of these road safety improvement projects. Each year, a list of potential eligible capital projects is developed for inclusion in the *Road Improvement Program* based on community requests and input from the Traffic Safety Advisory Committee and other stakeholders.

#### Completed 2018 ICBC-City of Richmond Road Improvement Projects

A total of 11 City projects fully or substantially completed in 2018 (Attachment 1) will receive a total of \$264,000 from ICBC's 2018 *Road Improvement Program*. Over the past five years, ICBC has contributed a total of \$951,390 towards the City's transportation projects (Figure 1).

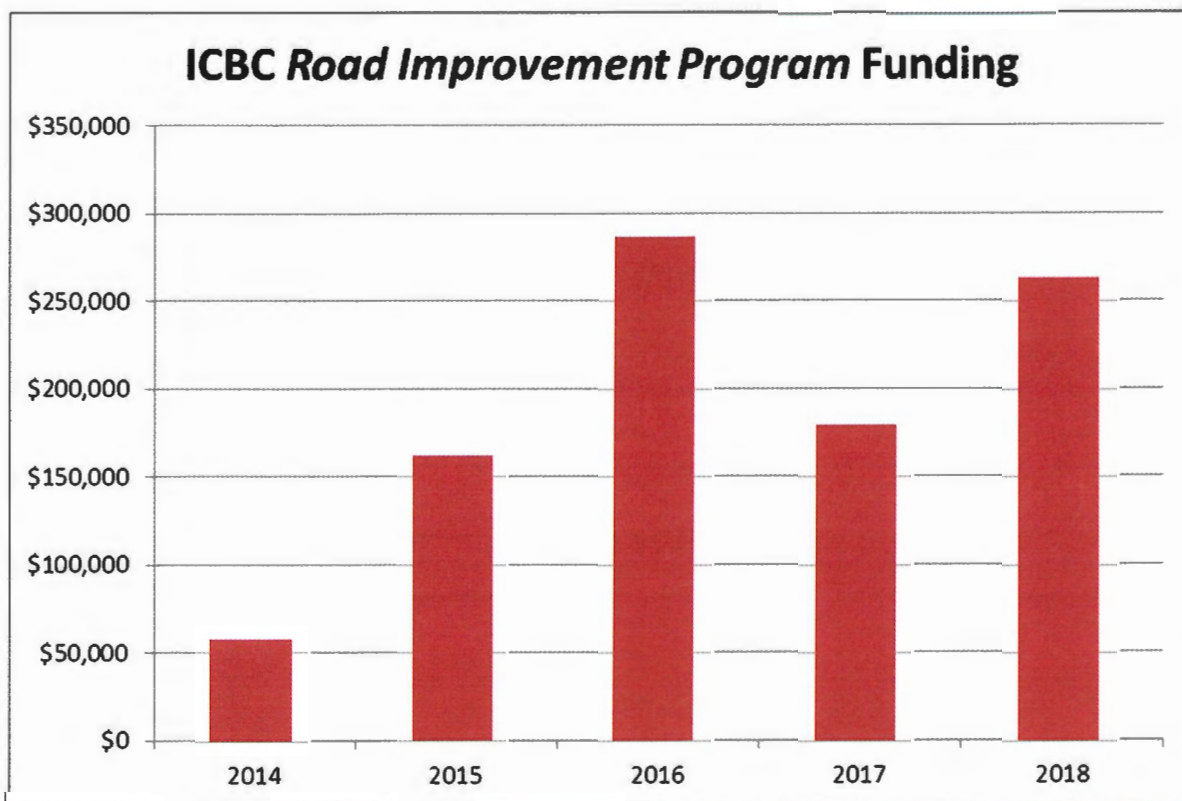


Figure 1: Annual ICBC Road Improvement Program Funding received by City

Proposed 2019 ICBC-City of Richmond Road Improvement Projects

Attachment 2 lists 13 projects proposed for submission to the 2019 *Road Improvement Program* for funding contribution from ICBC, all of which draw from approved Capital Budgets. The projects align with the objectives of the City and ICBC to improve the safety of all road users by implementing new infrastructure improvements to reduce crashes and injuries. ICBC's potential funding contribution to these projects will be determined by historical traffic crash rates at these locations and the estimated reduction in ICBC claim costs resulting from the proposed traffic safety improvements, project eligibility vis-à-vis the funding guidelines, and the total funding available, which varies from year to year. The outcome of ICBC's review of the projects will be reported back as part of the 2020 ICBC *Road Improvement Program*.

Upon approval of a project by ICBC, the City will be required to enter into a funding agreement with ICBC. The agreement is provided by ICBC and generally includes an indemnity in favour of ICBC. Staff recommend that the Chief Administrative Officer and General Manager, Planning and Development be authorized to execute the funding agreements for the approved projects and that the consolidated 5 Year Financial Plan (2019-2023) be amended accordingly to reflect the receipt of external grants. Should any submitted projects receive funding from ICBC, the City's portion of the total capital cost would be reduced accordingly.

**Financial Impact**

The total estimated cost of all the projects identified in Attachment 2 is \$9,345,000. As indicated in Attachment 2, the City's estimated portion of the costs of the projects (\$5,381,250) is fully funded with the funding sources having been previously approved by Council as part of past or current Capital Budgets. The projects with external agency funding will proceed only if a minimum of 50% external funding is secured.

**Conclusion**

ICBC is a significant long-time partner working with the City to promote traffic safety in Richmond. The traffic safety initiatives jointly implemented by ICBC and the City, including various road and traffic management enhancements, educational efforts and enforcement measures, have resulted in safer streets for all road users in Richmond. Therefore, staff recommend that Council endorse the various local road safety improvement projects for submission to the 2019 joint ICBC-City of Richmond *Road Improvement Program*.



For: Fred Lin, P.Eng., PTOE  
Senior Transportation Engineer  
(604-247-4627)



Joan Caravan  
Transportation Planner  
(604-276-4035)

Att. 1: 2018 Road Improvement Projects receiving ICBC Funding

Att. 2: Proposed 2019 City-ICBC Road Improvement Projects



## 2018 Road Improvement Projects receiving ICBC Funding

Location	Project Description	ICBC Contribution	Estimated Total Cost
<ul style="list-style-type: none"> <li>No. 1 Road-Tucker Ave</li> <li>Cedarbridge Way-Elmbridge Way</li> <li>Woodwards Road-Railway Ave</li> <li>Deagle Road-Williams Road</li> <li>8200-block Ackroyd Road</li> </ul>	Installation of Special Crosswalk	\$40,500	\$420,000
Kwantlen Street-Lansdowne Road	Upgrade of Special Crosswalk to Full Traffic Signal with LED Overhead Street Name Signs	\$35,500	\$350,000
<ul style="list-style-type: none"> <li>Russ Baker Way-Miller Road</li> <li>Garden City Road/Great Canadian Way-Sea Island Way</li> <li>Great Canadian Way-Bridgeport Road</li> <li>Knight Street-Westminster Hwy</li> <li>No. 6 Road-Westminster Hwy</li> <li>Garden City Road-Westminster Hwy</li> <li>Lynas Lane-Westminster Hwy</li> <li>Fraserwood Pl-Westminster Hwy</li> <li>Russ Baker Way-Gilbert Road</li> <li>Minoru Blvd-Granville Avenue</li> </ul>	Installation of LED Overhead Street Name Signs	\$66,000	\$160,000
Granville Avenue-Minoru Gate	Upgrade of Pedestrian Signal to Full Traffic Signal with LED Overhead Street Name Signs and Video Detection Cameras	\$19,500	\$350,000
Granville Avenue-Minoru Complex Access	Installation of Pedestrian Signal	\$7,000	\$150,000
<ul style="list-style-type: none"> <li>Lynas Lane-Westminster Highway</li> <li>No. 3 Road-Lansdowne Road</li> <li>No. 3 Road-Cook Road</li> <li>No. 3 Road-Alderbridge Way</li> <li>Viking Way-Bridgeport Road</li> <li>No. 6 Road-Cambie Road</li> </ul>	Installation of Video Detection Cameras	\$42,000	\$210,000
<ul style="list-style-type: none"> <li>Shell Road-Cambie Road</li> <li>No. 5 Road-Bridgeport Road</li> <li>Viking Way-Bridgeport Road</li> <li>No. 6 Road-Bridgeport Road</li> <li>Coppersmith Pl -Steveston Highway</li> </ul>	Installation of UPS (Uninterruptible Power Supply) at Intersections	\$12,500	\$85,000
<ul style="list-style-type: none"> <li>Westminster Highway (No. 8 Road-Nelson Road)</li> <li>No. 2 Road (Steveston Hwy-Dyke Road)</li> <li>River Dr (No. 4 Road-Van Horne Way)</li> <li>Riverside Industrial Park</li> </ul>	Construction of new multi-use pathways or sidewalks	\$19,000	\$4,634,000
Airport Road at Burkeville Park	Installation of 2 Speed Humps for Traffic Calming	\$5,000	\$6,000
Railway Avenue at Homma Elementary School	Installation of 2 In-Street Pedestrian Zone Markers	\$2,000	\$5,000
Network Screening Study	Identification of high crash locations and road safety countermeasures	\$15,000	\$30,000
<b>Total</b>		<b>\$264,000</b>	

## Proposed 2019 City-ICBC Road Improvement Projects

Proposed 2019 ICBC-City of Richmond Road Improvement Program Project	Estimated Total Cost	Source & Amount of City Funds <sup>(1)</sup>		External Agency Funding: TransLink <sup>(2)</sup>
Installation of special crosswalk: <ul style="list-style-type: none"> <li>Garden City Road &amp; Saunders Road</li> <li>Westminster Highway &amp; Windsor Court</li> <li>No. 4 Road &amp; Mortfield Road</li> <li>Railway Avenue &amp; Maple Road</li> <li>Other locations to be determined<sup>(4)</sup></li> </ul>	\$60,000 \$60,000 \$120,000 \$60,000 -	2019 Special Crosswalk Program	\$300,000	-
Installation of full traffic signal: <ul style="list-style-type: none"> <li>Railway Avenue &amp; Garry Street</li> <li>No. 5 Road &amp; King Road</li> <li>No. 5 Road &amp; Vulcan Way</li> <li>Park Road &amp; Cooney Road</li> <li>Other locations to be determined<sup>(4)</sup></li> </ul>	\$350,000 \$325,000 \$325,000 \$350,000 -	2019 Traffic Signal Program	\$1,350,000	-
Installation of LED street name signs: <ul style="list-style-type: none"> <li>Railway Avenue &amp; Williams Road</li> <li>Railway Avenue and Blundell Road</li> <li>Railway Avenue and Granville Avenue</li> <li>Shell Road and Bridgeport Road</li> <li>Shell Road and Cambie Road</li> <li>Shell Road and Alderbridge Way</li> <li>Kwantlen Street and Alderbridge Way</li> <li>Hazelbridge Way and Alderbridge Way</li> <li>No. 4 Road and Cambie Road</li> <li>No. 5 Road and Bridgeport Road</li> <li>Simpson Road and Bridgeport Road</li> <li>St. Edwards Drive and Bridgeport Road</li> <li>Railway Avenue and Francis Road</li> <li>Other locations to be determined<sup>(4)</sup></li> </ul>	\$15,000 \$15,000 \$15,000 \$15,000 \$15,000 \$15,000 \$15,000 \$15,000 \$15,000 \$15,000 \$15,000 \$15,000 \$15,000 \$15,000 -	2019 LED Street Name Sign Program	\$195,000	-
Installation of traffic video cameras: <ul style="list-style-type: none"> <li>No. 1 Road &amp; Francis Road</li> <li>Railway Avenue &amp; Francis Road</li> <li>Railway Avenue &amp; Steveston Highway</li> <li>Gilbert Road &amp; Lansdowne Road</li> <li>3600-block No. 3 Road</li> <li>Buswell Street &amp; Granville Avenue</li> <li>Garden City Road &amp; Williams Road</li> <li>Other locations to be determined<sup>(4)</sup></li> </ul>	\$40,000 \$40,000 \$40,000 \$40,000 \$40,000 \$40,000 \$40,000 -	2019 Traffic Video and Communication Program	\$280,000	-
Installation of UPS (uninterruptible power supply): <ul style="list-style-type: none"> <li>Lynas Lane &amp; Westminster Hwy</li> <li>Russ Baker Way &amp; Cessna Dr</li> <li>Russ Baker Way &amp; Inglis Way</li> <li>No. 2 Road &amp; Granville Avenue</li> <li>No. 2 Road &amp; Blundell Road</li> <li>Other locations to be determined<sup>(4)</sup></li> </ul>	\$20,000 \$20,000 \$20,000 \$20,000 \$20,000 -	2019 Public Works Minor Capital – Traffic	\$100,000	-
Construction of pedestrian pathway: <ul style="list-style-type: none"> <li>River Road (No. 6 Road-Burdette Ave)</li> <li>Other locations to be determined<sup>(4)</sup></li> </ul>	\$350,000 -	2018 Arterial Roadway Improvement Program	\$350,000	-
Upgrade of Railway Greenway intersections at: <ul style="list-style-type: none"> <li>Blundell Road (north and south sides)</li> <li>Francis Road (south side)</li> <li>Williams Road (north and south sides)</li> </ul>	\$450,000	2019 Arterial Road Improvement Program	\$168,750	\$281,250 (Pending)

## Proposed 2019 City-ICBC Road Improvement Projects

Proposed 2019 ICBC-City of Richmond Road Improvement Program Project	Estimated Total Cost	Source & Amount of City Funds <sup>(1)</sup>		External Agency Funding: TransLink <sup>(2)</sup>
Construction of multi-use pathway:				
• Westminster Hwy (Smith Cr-Fraserside Gt)	\$1,100,000	2019 Roads DCC Program	\$440,000	\$660,000 (Pending)
• Garden City Road (Lansdowne Road-Westminster Hwy)	\$1,000,000	2019 Roads DCC Program	\$500,000	\$500,000 (Pending)
• Alderbridge Way (Shell Rd-No. 4 Road)	\$1,200,000	2018 Roads DCC Program	\$600,000	\$600,000 (Pending)
• Steveston Hwy (Shell Road-Mortfield Gate)	\$2,000,000	2019 Roads DCC Program	\$590,000	\$1,410,000 (Pending)
• Charles Street (Sexsmith Road-Bridgeport Station Entrance)	\$350,000	2019 Active Transportation Improvement Program	\$87,500	\$262,500 (Pending)
• No. 6 Road (Cambie Road-Bridgeport Road)	\$500,000	2019 Neighbourhood Walkway Program	\$250,000	\$250,000 (Pending)
Traffic calming measures in various locations pending results of traffic studies <sup>(3)</sup>	\$55,000	2019 Traffic Calming Program	\$55,000	-
Installation of pedestrian zone markers pending results of traffic studies <sup>(3)</sup> :	\$10,000	2019 Traffic Calming Program	\$10,000	-
• Locations to be determined <sup>(4)</sup>				
River Road (No. 6 Road-Westminster Hwy): installation of speed reader boards	\$35,000	2019 Traffic Calming Program	\$35,000	-
Westminster Hwy: installation of delineator posts at Sidaway Road-Jacombs Road	\$20,000	2017 Active Transportation Improvement Program	\$20,000	
Road Safety Studies: locations to be determined <sup>(4)</sup>	\$50,000	2019 Transportation Planning, Functional and Preliminary Design	\$50,000	
<b>Total</b>	<b>\$9,345,000</b>		<b>\$5,381,250</b>	<b>\$3,963,750 (Pending)</b>

- (1) Should the submitted project receive funding from ICBC, the City's portion of the total cost would be reduced accordingly.
- (2) The amount shown represents the maximum funding contribution to be received from the external agency based on the City's cost estimate for the project. The actual approved amount may be lower than requested. The actual invoiced amount follows project completion and is based on incurred costs. The projects will proceed only if a minimum of 50% external funding is secured.
- (3) Implementation is subject to consultation with and support from affected residents.
- (4) Additional locations may be identified for submission to ICBC prior to its annual program deadline.



# City of Richmond

## Report to Committee

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**To:** Public Works and Transportation Committee      **Date:** April 5, 2019  
**From:** Tom Stewart, AScT.  
Director, Public Works Operations      **File:** 10-6370-01/2019-Vol  
01  
**Re:** **Annual Report 2018: Recycling and Solid Waste Management - Building  
Momentum Towards 80% Diversion**

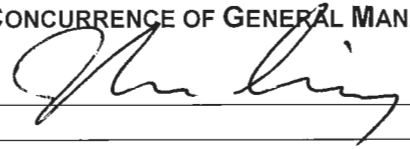

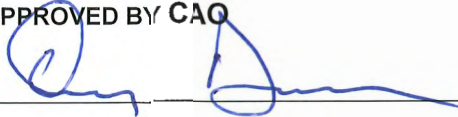
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### Staff Recommendation

That the annual report titled, "Report 2018: Recycling and Solid Waste Management – Building Momentum Towards 80% Diversion" be endorsed and be made available to the community on the City's website and through various communication tools including social media channels and as part of community outreach initiatives.

Tom Stewart, AScT.  
Director, Public Works Operations  
(604-233-3301)

Att. 1

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

## Staff Report

### Origin

This report presents the City's annual progress toward waste diversion goals as outlined in the attached "Report 2018: Recycling and Solid Waste Management – Building Momentum Towards 80% Diversion".

### Analysis

#### Background

The City has adopted an aspirational waste diversion target of 80% by 2020 in accordance with the regional *Integrated Solid Waste and Resource Management Plan* (ISWRMP). As well, the City's vision for sustainability includes a key goal to be a Recycling Smart City. To support these goals, the City provides a comprehensive range of waste reduction, recycling and waste management services to residents. Local businesses can also participate in a City pilot program for food scraps, recycling and garbage collection services. To promote full participation and utilization of these services, the City also implements a broad range of communication and outreach initiatives to raise awareness about the services available, how to access them and the correct way to use the City's programs.

"Report 2018: Recycling and Solid Waste Management – Building Momentum Towards 80% Diversion" (the Report) presents the City's annual process update (Attachment 1). The Report summarizes Richmond's comprehensive programs and services, highlights results achieved in 2018, provides insights into upcoming initiatives, and includes tips and resources to support waste reduction, recycling and sustainable waste management.

#### 2018 Highlights

The Report highlights Richmond's leadership in recycling and waste management practices over two decades, emphasizing some of the key milestones that have led to 78% waste diversion by residents in single-family homes. In 2018, the City continued to build momentum by expanding programs, adding services, leveraging technology and working with residents and community partners. Together, these efforts are integral to achieving the region's aspirational goal to divert 80% of waste from the landfill by 2020. The Report also highlights key initiatives and expanded services planned for 2019 to continue to promote sustainable waste management.

Key accomplishments in 2018 include:

- Expanded items at the Richmond Recycling Depot to accept flexible plastic packaging, which includes crinkly wrappers (chip bags), zipper lock pouches, woven and net plastic bags, ziplock bags, plastic shipping packaging, bubble wrap, shrink wrap and plastic bags with code 5 – all of which were previously garbage items as they were not recyclable.
- Introduced a Recycling Challenge Game and online recycling supplies ordering tools through the Richmond Collection Schedule app.

- Provided 250 recycling stations to 76 community events with approximately 243,000 attendees.
- Hosted a successful compost giveaway event, delivered 22 tours at the Richmond Recycling Depot, delivered 22 food waste reduction workshops and 21 recycling workshops with approximately 1,260 attendees. Staff also hosted 14 outreach displays and 12 information sessions at multi-family complexes.
- Renewed agreement with Recycle BC for residential Blue Box and Blue Cart collection services.
- Completed review of garbage and recycling collection services and awarded a new contract for the provision of residential solid waste and recycling collection service commencing January 2019.
- Launched an enhanced automated voice recording and call queuing system to improve the customer experience and provide efficient call management. The Environmental Programs Information Line also supported 16,647 customer service calls.
- Supported the Green Ambassadors program which engaged 145 student volunteers as they contributed 2,750 hours to promote recycling and responsible waste management at 24 special events. Green Ambassadors also spent 458 hours at training and networking symposiums hosted by the City.

### Report 2018 Overview

The 2018 Report contains four sections. The first two sections provide an annual outlook on the past year and provide data collected to track progress on the City's various garbage and recycling programs and services, and highlights future key planned initiatives. The Report also includes a section that provides detailed information about recycling and waste management programs and services available to residents. The final section is a comprehensive tips and resources guide with information about where to recycle, dispose or donate various household items in Richmond.

The following is a summary overview of each chapter:

*Section 1: Annual Outlook* highlights the City's achievements over the past year, including expansion of the items accepted at the Richmond Recycling Depot to include flexible plastic packaging; successful implementation of the City's annual communication and outreach initiatives to improve recycling quality and quantity; and the completion of key agreements with Recycle BC and a garbage and recycling collection contractor. A new feature is added in this report to celebrate the contributions of the Green Ambassadors by featuring the experiences of two youth involved in the program. This section also provides a brief summary of the new initiatives and service targets for the upcoming year.

*Section 2: Tracking Our Progress* provides data on a broad spectrum of programs, services and initiatives. This section highlights how each program contributes to the overall diversion target and sustainable waste management goals. Residents in single-family homes achieved 78% waste diversion, only 2% from the City's 80% diversion target. Through the Green Cart programs, residents diverted approximately 21,878 tonnes of food scraps and yard trimmings were diverted



from landfill. The Blue Box and Blue Cart programs diverted more than 8,009 tonnes of packaging and printed paper. At the Richmond Recycling Depot, more than 3,744 tonnes of materials were collected. The Large Item Pick Up program fulfilled 8,543 service requests with 13,905 items picked up for recycling or proper disposal. Through outreach and customer service initiatives, 16,347 customer service calls were addressed and the Green Ambassadors contributed 2,752 volunteer hours to assist at special event recycling and environmental training. The City delivered 65 waste reduction and recycling workshops as well as Recycling Depot tours with 1,263 attendees.

*Section 3: Programs and Services* provides a comprehensive guide to recycling and waste management. There are detailed descriptions of the wide range of recycling and waste management programs and services that are available for residents including tips on how to manage waste effectively and efficiently. Also included is information on litter collection, public spaces and special event recycling as well as community and school engagement programs.

*Section 4: Tips and Resources* provides a quick search guide outlining what to do with special waste items and banned materials, including recycling and disposal options through take-back programs. There is contact information and locations for Richmond services and community partners involved in stewardship programs.

### Moving Forward

As the City continues to work with residents, volunteers and community partners to achieve the region's aspirational goal of 80% waste diversion by 2020 and to be a Recycling Smart City, the City will be implementing a number of expanded services to make it easy and convenient for residents to recycle their household waste. Key focus areas in 2019 will include:

- Expand items accepted at Richmond Recycling Depot to include propane tanks, butane cylinders, upholstered furniture, tires, electronics, fire extinguishers, used motor oil, smoke alarms and car batteries. Conduct site upgrades at the Richmond Recycling Depot to enhance customer service and user experience.
- Collaborate with Richmond School District launch an awareness campaign on flexible plastic packing recycling at schools.
- Raise awareness on the issue of marine plastics. Research and stay current on policies and actions around the world.
- Expand the Large Item Pick Up program to six items per household per year and add tires as an eligible item.
- Continue to conduct public engagement through workshops, depot tours, and information booth at special events and support 2019 REaDY Summit.
- Continue to promote Green Ambassadors program and incorporate program information on the City's webpage to increase program recognition.

### Proposed Communication

Subject to Council's direction, the annual "Report 2018: Recycling and Solid Waste Management – Building Momentum Towards 80% Diversion" will be made available on the City's website and through various communication tools including social media channels as part of community outreach initiatives.

### **Financial Impact**

None.

### **Conclusion**

Through the "Report 2018: Recycling and Solid Waste Management – Building Momentum Towards 80% Diversion", the City is providing its residents with an annual progress report. By tracking progress towards its goals for waste diversion and reporting this to the community, the City is demonstrating Richmond's commitment to responsive services, responsible government and accessible information and communication.

It is through residents' participating and commitment to recycling that those living in single-family homes have achieved 78% waste diversion in 2018, which is on track to achieve the region's aspirational goal to divert 80% of waste by 2020.



Suzanne Bycraft  
Manager, Fleet and Environmental Programs  
(604-233-3338)

SJB:lh

Att. 1: Report 2018: Recycling and Solid Waste Management – *Building Momentum Towards 80% Waste Diversion*



Attachment 1 – Report 2018: Recycling and Solid Waste Management –  
*Building Momentum Towards 80% Diversion*

**City of Richmond Recycling  
and Solid Waste Management**

# REPORT 2018

**BUILDING MOMENTUM TOWARDS 80% DIVERSION**





## Thank You to Residents

The City of Richmond has introduced a number of new and expanded programs over the last several years, all with an aspirational goal to divert 80% of waste from the landfill by 2020.

This has involved changes to how residents recycle, and increased emphasis on recycling correctly to keep fees down.

Thanks to the efforts of Richmond residents, the City is a leader in recycling and is on track to achieve 80% diversion. The amount being diverted is currently at 78%. We know that those last 2% may be the most difficult to achieve, but we are confident that Richmond residents are up to the task because they have continuously demonstrated a shared commitment to recycle and reduce waste. We appreciate our residents' efforts to leverage the programs we offer to keep waste out of the landfill, and we look forward to working with the community in 2019 as we build on the momentum from the past year to achieve our goals.

We also want to thank the volunteers and organizations in our community who take a leadership role in promoting recycling. We have youth Green Ambassadors who work at events and help teach other students about recycling correctly, as well as Recycling Champions who help their neighbours with recycling. We also value the commitment of event organizers in our community who use the City's Event Recycling Program to make sure there are recycling bins strategically placed throughout the grounds to make it easy for event guests to recycle.

Together, we have the ability to be a Recycling Smart City. Thank you for helping us keep our City beautiful and manage our waste in a way that is responsible and sustainable.



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Environmental Programs is responsible for residential garbage and recycling services, including collection and drop-off services at the Richmond Recycling Depot, public spaces recycling and litter collection services, and sustainable waste management for the City.

We strive to help create a more resilient environment through our programs and services. We believe that it is our responsibility to preserve our community and our planet for future generations.

Through outreach and engagement, working with our residents and local businesses, and partnering with local agencies, we strive to meet and exceed all regional waste diversion goals by continuously expanding our program and service offerings.



CITY OF RICHMOND



## 2% TO TARGET

Richmond is only 2% away from achieving the region's aspirational target to divert 80% of waste from the landfill by 2020.

Richmond has also taken steps to ensure that waste from single-family home demolitions is getting diverted from landfills. Through its Demolition Waste and Recyclable Materials Bylaw, a minimum of 70% of the waste from demolition of single-family/two-family homes and accessory buildings must be recycled. The development of this initial recycling requirement has now led to a new program offered through the City to promote reuse of homes rather than tearing them down. This House Moving and Salvage program provides an inventory listing of available homes to promote re-use connections and opportunities. Both of these programs are managed through the Building Approvals Department and contribute significantly to reducing the amount of waste going to landfills.

Achieving a more sustainable approach to waste management also involves working with partners and contractors in the industry who share the same goals. The City renewed its contract with Recycle BC and this partnership supports recycling and also helps generate revenue to offset costs for residents. Revenue is also generated through the City's partnership with product stewardship programs through collection of recyclables at the Richmond Recycling Depot. The City generates revenue when collected product stewardship items like paint, pesticides and appliances are sent through for processing. Richmond also completed a review of garbage and recycling collection services and awarded a new contract for the provision of residential solid waste and recycling collection service commencing January 1, 2019. As part of this agreement, the City works with its recycling and garbage collection contractor to increase awareness of how to recycle correctly.

Raising awareness about how to recycle consistently and correctly remains key to achieving 80% waste diversion by 2020. The City's outreach includes working with high school students through the Green Ambassador program, providing workshops for residents to help them understand why it's important to recycle, as well as how to do so correctly. The City hosts tours at the Richmond Recycling Depot and provides recycling support at events in the community, which offers benefits of both increasing awareness and the amount of recycling done at events. The City is also leveraging technology to help residents understand how to recycle. In addition to offering a Recycling Wizard to help find out where to recycle household items, the City has expanded services on the Richmond Collection Schedule app to allow residents to order supplies and play the Recycling Challenge Game, which both educates and entertains.

In addition to raising awareness about increasing the amount of recycling and reducing waste, the City continues to focus on increasing understanding about how to recycle correctly. This includes making sure that recyclable items are put in the correct bin and keeping non-recyclable items such as hazardous waste or other items that are not accepted out of recycling bins. Improving the quality of recycling is no longer just an ideal – it's a requirement. This is because China, the world's largest purchaser of recycled materials, has established higher standards for recycling quality under its National Sword campaign and will not purchase contaminated recycling. As well, the City may be subject to fines and other penalties when its contamination levels exceed 3% as part of its contract with Recycle BC.



The City continues to promote its Let's Recycle Correctly campaign, which includes education and tips about how to recycle correctly and enforcement if needed to address consistent problem areas. Maintaining recycling quality is essential for keeping costs down, which benefits residents.

Looking ahead to 2019, the City is well-positioned to continue its momentum towards achieving its goal for 80% waste diversion and to be a Recycling Smart City. Recognizing that the remaining 2% is likely from food scraps and plastics that are still not being recycled, the City will focus its communication and outreach in these areas.

In addition, the City will be implementing a number of expanded services at the Richmond Recycling Depot to make it even more convenient for residents to recycle their household waste. There will also be continued emphasis on working with community members and organizations who share the same commitment to sustainable waste management and supporting a beautiful, litter-free community.

## HOW RESIDENTS CAN HELP US REACH OUR TARGET

### 1. STOP

Rethink what you're putting in the garbage. Can it be recycled, donated or reused?



### 2. REDUCE

Reduce waste by choosing reusable options and avoiding single-use items such as bottles, film wrap, plastic bags and Styrofoam containers.

### 3. REUSE

Donate used items in good condition so that they can be reused. Check out [www.richmondshares.bc.ca](http://www.richmondshares.bc.ca)

### 4. RECYCLE

Keep food scraps and food-soiled paper out of the garbage, and recycle other materials through City collection services, the Recycling Depot and take-back programs (See page 53).

CITY OF RICHMOND

# 1.1

## 2018 Top Accomplishments

Working with the community and partner organizations, the City of Richmond continues to take a leadership role in sustainable waste management. This report showcases some of the key achievements in 2018, as well as looking back on the City's top accomplishments over the last decade.

### RECYCLING MILESTONES

Looking back to the 1990s and the past decade, there have been many accomplishments that have helped Richmond reach its goals.

Blue Box program launched

**1990**

Backyard compost bin distribution program launched

**1992**

Blue Cart program launched

**1995**

**1991**

Parking lot recycling depot opened at 5599 Lynas Lane

**1993**

Blue Cart pilot program for multi-family complexes launched

Richmond Recycling Depot opens at 5555 Lynas Lane

**1996**

Weekly curbside yard trimmings collection launched

**1 FLEXIBLE PLASTIC PACKAGING RECYCLING**

Expanded items accepted at the Richmond Recycling Depot to include flexible plastic packaging.

**2 IMPROVED CUSTOMER EXPERIENCE**

Launched an enhanced automated voice recording and call queuing system to improve customer experience and provide efficient call management.

**3 PUBLIC SPACES RECYCLING**

Installed 22 new public space recycling containers that are of newer design and implemented standard signage guidelines.

**4 COMMERCIAL AND MULTI-FAMILY DEVELOPMENT GUIDELINES**

Published user-friendly commercial and multi-family development guidelines to assist in design of garbage and recycling spaces to support increased diversion.

**5 GREEN AMBASSADORS PROGRAM**

Supported 24 special events and 10 symposiums for training and engagement with 2,752 volunteer hours. Developed outreach materials for the Green Ambassadors such as a table cover, banner and an interactive sorting game to increase recognition of the program at community events.

**6 COMMUNITY OUTREACH**

Held 22 Richmond Recycling Depot tours, 22 food waste reduction workshops, 21 recycling workshops, 14 outreach displays and 12 sessions at multi-family complexes with approximately 1,260 attendees and a successful compost giveaway event.

**7 NEW CONTRACT AWARDED**

Completed review of garbage and recycling collection services and awarded a new contract for the provision of residential solid waste and recycling collection service commencing January 1, 2019.

**8 GARBAGE COLLECTION EFFICIENCY**

Installed three in-ground litter collection containers to address capacity concerns and reduce service frequency.

**9 RECYCLE BC AGREEMENT**

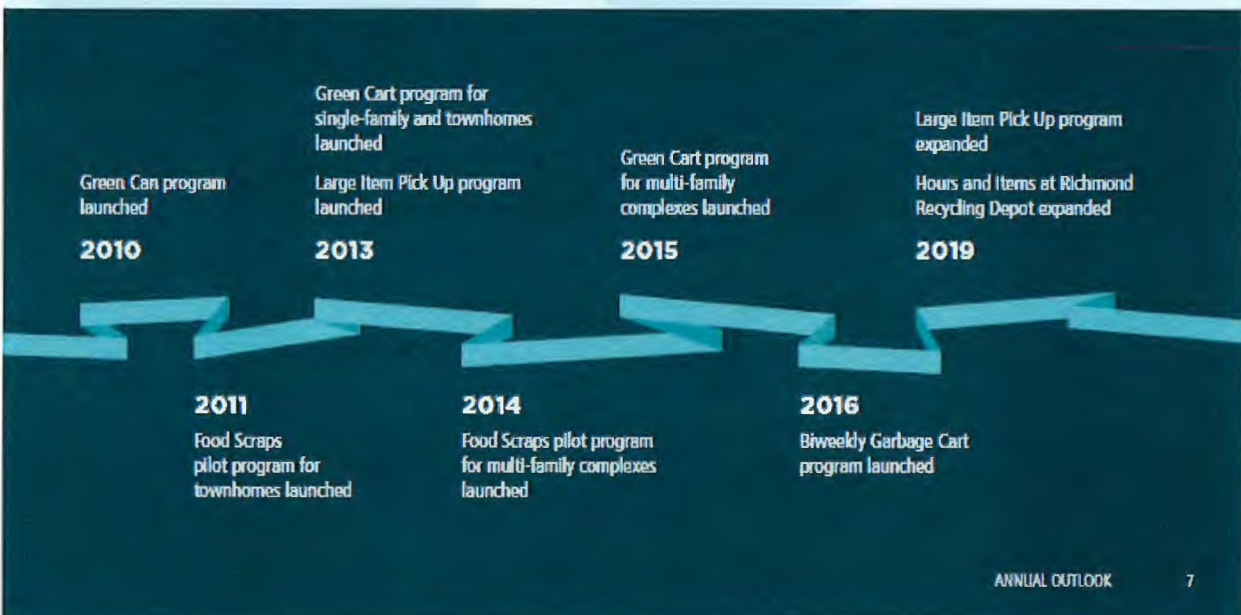
Renewed agreement with Recycle BC for residential Blue Box and Blue Cart collection services.

**10 SPECIAL EVENT RECYCLING**

Provided 76 special events (243,000 attendees) with more than 250 recycling stations.

**11 NEW APP TOOLS**

Introduced Recycling Challenge Game and online recycling supplies ordering tools through the Richmond Collection Schedule app.





CITY OF RICHMOND

# 1.2 Setting Goals

Richmond's long-term goal is to be a Recycling Smart City, and the annual goals listed here are designed to help achieve this target. Each goal is designed to make it easy and convenient to recycle and reduce waste in Richmond, as well as creating and promoting opportunities for innovation, partnership and continuous improvement.

## 1 ENHANCE SERVICE AT RICHMOND RECYCLING DEPOT

Include motor oil and antifreeze, smoke alarms, passenger/light duty truck tires, bicycle tires, fire extinguishers, propane tanks, butane cylinders, electronics and upholstered furniture, and extend days of operation to six days per week (Tuesday to Sunday). Promote expansion through increased community outreach and education.

## 2 EXPAND COMMUNICATION AND ENGAGEMENT

Develop and implement a communication plan to achieve 80% waste diversion.

## 3 EXPAND THE LARGE ITEM PICK UP PROGRAM

Increase program to six items per household annually and add tires as an eligible item.

## 4 PROMOTE GREEN AMBASSADOR PROGRAM

Incorporate Green Ambassador program information on the City's website to increase program recognition.

## 5 RAISE AWARENESS ON THE ISSUES OF MARINE PLASTICS

Research and stay current on policies and actions around the world and increase awareness of how to reduce plastic litter in Richmond.

## 6 DEVELOP STRATEGY TO ADDRESS ILLEGAL DUMPING

Continue development of the Illegal Dumping Overview and Strategy.

## 7 SUPPORT COMMERCIAL/ MULTI-FAMILY RECYCLING GUIDELINES

Update guidelines to incorporate service vehicle clearance to ensure they can enter buildings safely when collecting materials.

## 8 COMPLETE CITY DISASTER DEBRIS MANAGEMENT PLAN

Prepare the Richmond-specific Disaster Debris Management Plan and provide staff training.



# Youth Leading the Way

## MEET SOME OF OUR GREEN AMBASSADORS

In Richmond, there's a group of young people who can honestly say they are making a difference in their community.

They are the Green Ambassadors, and through their volunteer work they help to reduce waste and increase recycling. With their help, more than 70% of waste is recycled at events and they teach other youth and the community about recycling and other sustainability programs by hosting the REaDY Summit to celebrate Earth Day each year.

With these significant contributions to the community, it's interesting to learn that some of the biggest rewards are those they experience personally.

"Without the Richmond Green Ambassador program, I wouldn't have been able to learn so much about environmental sustainability," says Jason Pang who has been part of the program for four years. "I decided to join the program as I wanted to be exposed to different green careers and governmental social work. I am confident to say that my dream to become a sustainability strategist started from being a Green Ambassador."

For Eve Katayama, being a Green Ambassador has been both educational and rewarding.

"I signed up because I wanted to support the community in a way that a lot of people may not want to, and I know we are making changes that impact the community," says Katayama. "But I've found it rewarding beyond that as we interact with different people from different schools who have the same passion for this that I do."

Katayama also notes that she's learned a lot about how to manage waste properly as well as other sustainability areas such as transportation.

Pang says he is proudest of being able to educate the public on sustainable waste management and to promote being more environmentally conscious in the community. In particular, he finds the work he's done at events to recycle waste – and keep the area clean of litter – to be very rewarding. He also participates in and leads regular monthly symposiums hosted by the



Green Ambassadors assisting at Farm Fest. Left to right: Rebecca Sayson, Sarah Chen, Jason Pang and Eric Che.

Green Ambassadors where they learn about a diverse range of topics from energy conservation to wetlands protection.

"It's really great that I have the opportunity to connect with other youth leaders to work on promoting environmental awareness in our schools," adds Pang. "As a presenter myself, I found being able to introduce a unique perspective on relevant environmental issues to be very enlightening to myself as an educator and to my peers as learners."

For Katayama, participating in the REaDY Summit is an experience that stands out, in large part because she didn't know it existed before becoming a Green Ambassador.

"It's amazing how high schoolers can get the chance to educate younger kids and adults," said Katayama. "I was surprised that many citizens didn't know or seem to care about sorting their waste. I wish they knew more about the impact it makes when they throw things in recycling rather than the trash, and how they can make a difference."

Pang also has advice for residents. He recommends that residents visit [www.richmond.ca/recycle](http://www.richmond.ca/recycle) to learn more about how to recycle properly, and to look for ways to reduce waste.

"Change doesn't happen in a day. It is very important that we take small steps towards changing our personal habits to increase recycling and reduce waste overall," adds Pang.





# REPORTING ON OUR SUCCESSES

# 2.0

## Tracking Our Progress

As part of tracking progress towards its goal to divert 80% of waste from landfills by 2020, the City of Richmond collects data across a broad spectrum of programs, services and activities. This data provides annual tracking, showing how residents have improved their recycling over the years.

The mix of data reported reflects the amount of recycling handled through residential collection programs, the usage and types of materials dropped off at the Richmond Recycling Depot and a breakdown of the different types of recyclable materials that are being diverted from the landfill through multiple recycling programs. As well, the City has a number of outreach initiatives that are aimed at increasing awareness and understanding of how to recycle correctly and consistently. This community engagement includes workshops, games and activities, student programs and the use of technology through the Richmond Collection Schedule app.

The City's reporting also highlights how partnerships help to increase the quality and quantity of recycling at events hosted in Richmond, and projects to promote a beautiful, litter-free community.

CITY OF RICHMOND

## 2.1 Diversion Statistics



Richmond residents in single-family homes diverted 78% of their waste from the landfill in 2018, coming to within 2% of the City's diversion target.

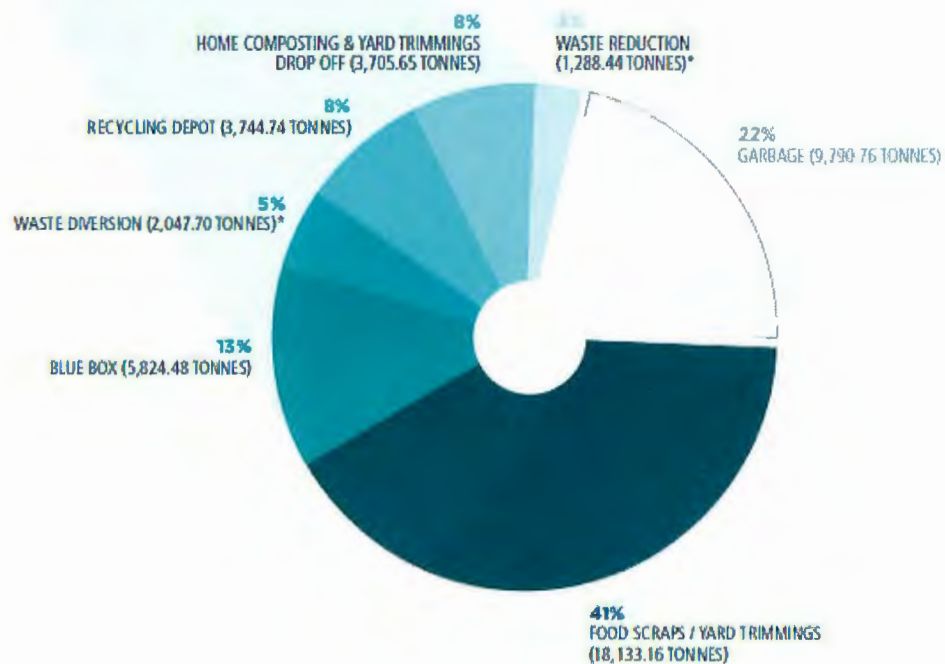




## SINGLE-FAMILY RECYCLING IN 2018



Residents took advantage of a variety of programs to divert 78% of their waste from the landfill in 2018.



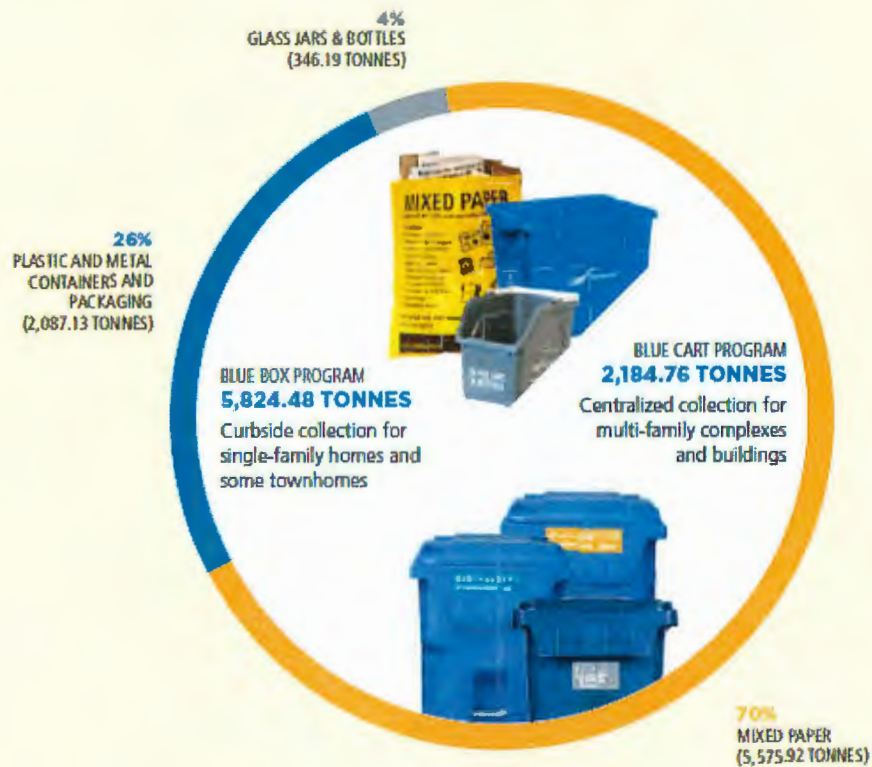
Residents were able to achieve this through a number of recycling and waste reduction opportunities, including curbside and Richmond Recycling Depot collection, as well as composting programs.

\* ESTIMATED

CITY OF RICHMOND

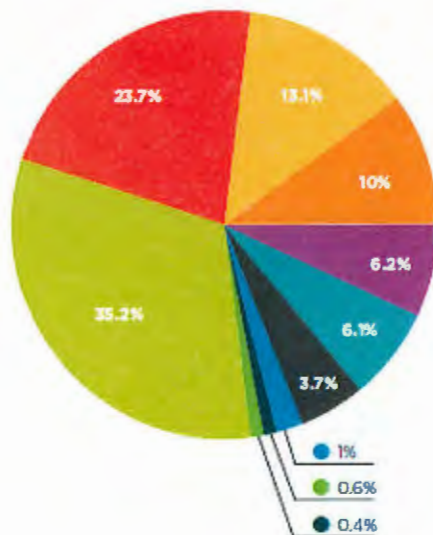
## BLUE BOX AND BLUE CART PROGRAMS RECYCLING MIX IN 2018

Through the Blue Box and Blue Cart programs, residents recycled a total of **8,009.24 tonnes** of recyclable materials.





## MATERIALS COLLECTED AT THE RICHMOND RECYCLING DEPOT



In 2018, **3,744.74 tonnes** of recyclable materials were collected at the Recycling Depot.

- YARD TRIMMINGS (1,319.48 TONNES)
- SCRAP METAL (885.85 TONNES)
- MIXED PAPER/NEWSPRINT (488.82 TONNES)
- LARGE ITEM PICKUP (373.62 TONNES)
- PRODUCT STEWARDSHIP (232.81 TONNES)\*
- CARDBOARD (227.98 TONNES)
- PLASTIC CONTAINERS (137.12 TONNES)
- PLASTIC BAGS (41.53 TONNES)
- STYROFOAM (21.28 TONNES)
- GLASS (16.25 TONNES)

\* This includes yard trimmings, scrap metal, mixed paper products and rigid plastic containers.

8,009.24 tonnes

**BLUE BOX AND  
BLUE CART**



3,744.74 tonnes

**RECYCLING  
DEPOT**

**= 11,753.98 tonnes recycled in 2018**



## TAKE-BACK PROGRAMS AT THE RICHMOND RECYCLING DEPOT



**PAINT**  
209,520  
EQUIVALENT  
LITRES



**AEROSOLS**  
10,675 EQUIVALENT  
LITRES



**SOLVENTS &  
PESTICIDES**  
9,936 EQUIVALENT  
LITRES



**SMALL  
APPLIANCES**  
99 TONNES



**CFLS**  
476 BOXES



**4' TUBES 8' TUBES**  
362 BOXES 45 BOXES

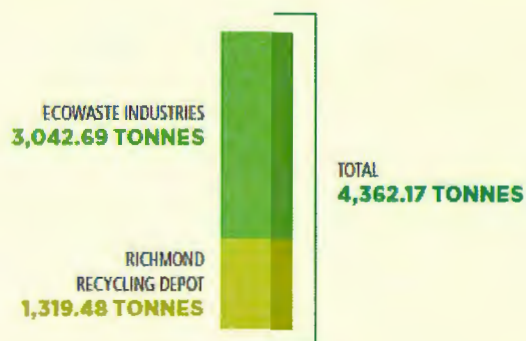
## RESIDENTIAL GREEN CART RECYCLING IN 2018



Residents diverted 21,878.95 tonnes of food scraps and yard trimmings from landfill in 2018 to be composted into new resources.

Richmond's Green Cart program is for residents in single-family homes, townhomes, apartments and condominiums.

In 2018, 4,362.17 tonnes of yard trimmings were collected at the Richmond Recycling Depot and the Ecowaste residential and commercial drop-off service.



CITY OF RICHMOND

## LARGE ITEM PICK-UP IN 2018

APPROXIMATELY  
**8,543**  
REQUESTS  
FOR SERVICE



**2,914**  
MATTRESSES &  
BOXSPRINGS



**535**  
WASHERS & DRYERS



**278**  
TELEVISIONS



**585**  
FRIDGES & FREEZERS



**356**  
BARBECUES



**198**  
DISHWASHERS

**595** TONNES  
WERE  
COLLECTED

OF THIS, **293** TONNES  
WERE  
RECYCLED



**231**  
STOVES



**48**  
MICROWAVES

**13,905**  
ITEMS  
COLLECTED

**7,794**  
NON-RECYCLABLE HOUSEHOLD  
ITEMS COLLECTED FOR SAFE  
HANDLING AND DISPOSAL

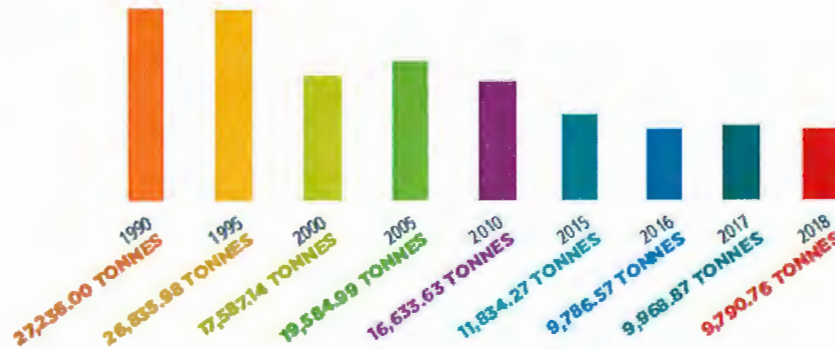


**966**  
OTHER RECYCLABLE  
ITEMS

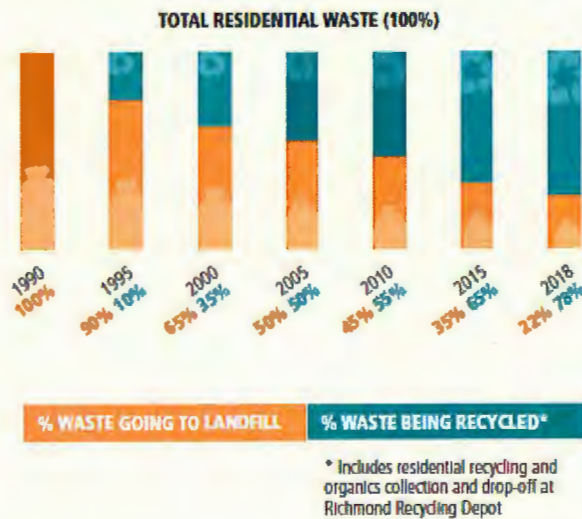


## FROM GARBAGE DISPOSAL TO DIVERSION

### SINGLE-FAMILY HOMES GARBAGE IN TONNES



### SINGLE-FAMILY HOMES DIVERSION OVER TIME

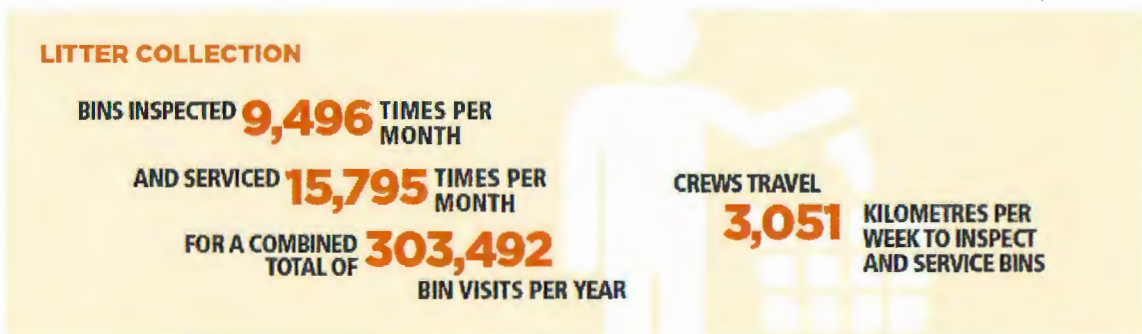
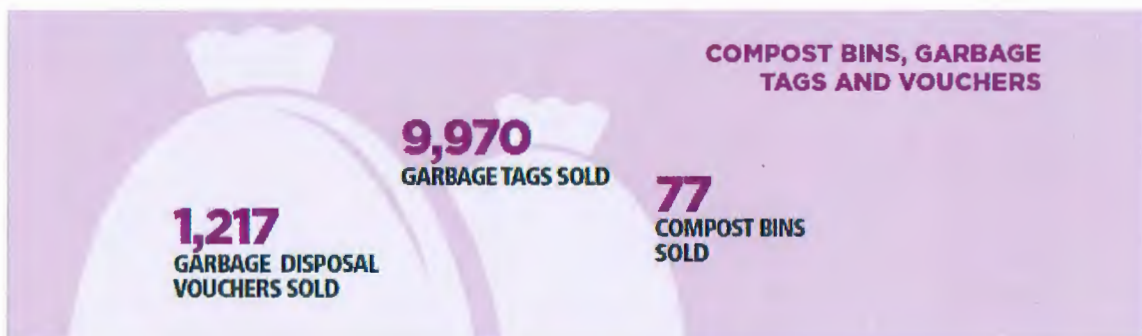


CITY OF RICHMOND

## 2.2 Outreach and Customer Service



Statistics in this section are related to our successful outreach and customer service programs, which are designed to turn education and information into action.





CITY OF RICHMOND

## ONLINE SEARCH AND TIPS TOOLS



### RICHMOND COLLECTION APP - ALL-TIME STATS



**126,996**  
RECYCLE WIZARD  
MATERIALS SEARCHED

**6,190**  
APPS INSTALLED  
TO DATE

**9,661**  
ACTIVE  
REMINDERS

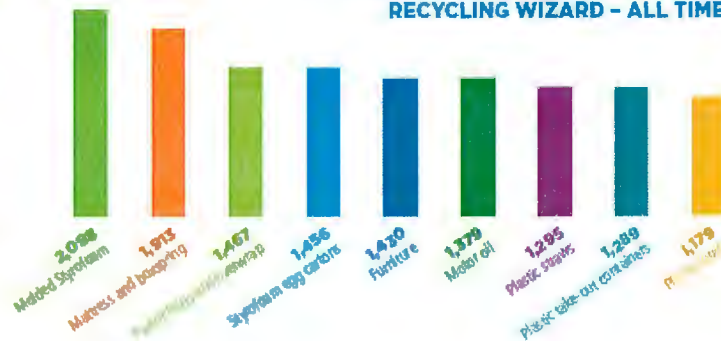
**737**  
RECYCLING GAMES  
PLAYED

**49,296**  
TOTAL ALL-TIME  
APP USAGE

**2,837**  
PDF CALENDAR  
DOWNLOADS

**61,404**  
RECYCLING  
WIZARD  
SEARCHES

### TOP MATERIALS SEARCHED ON THE RECYCLING WIZARD - ALL TIME



## SCHOOL AND YOUTH ENGAGEMENT

### GREEN AMBASSADOR PROGRAM



The annual **REaDY Summit** engaged 270 elementary students from 9 schools, 30 teachers and parents and 50 student leader volunteers



**24 special events** were supported by Green Ambassadors, with 2,294 hours

**10 symposiums for training and networking** with fellow Green Ambassadors for a total of 458 training hours



CITY OF RICHMOND

## EVENT RECYCLING

In 2018, the City hosted recycling stations at **76 events** and Green Ambassadors supported **24 events** to help keep recyclable materials out of the garbage at events.

Typically very high diversion rates are achieved at civic events, thanks to the Green Ambassador volunteers. Examples are below.



## COMMUNITY ENGAGEMENT

### COMMUNITY WORKSHOPS AND TOURS

**65**

COMMUNITY  
WORKSHOPS AND TOURS  
OFFERED IN 2018

**1,263**

PARTICIPANTS

TYPE	NUMBER	PARTICIPANTS
Food Waste Reduction Workshops	22	308
Recycling Workshops	21	540
Richmond Recycling Depot Tours	22	415
<b>Total</b>	<b>65</b>	<b>1,263</b>

### COMMUNITY CLEAN-UP EVENTS

Environmental Programs partnered with Parks in 2018 to support community clean-up events along Richmond's waterfront and in other public spaces throughout Richmond.

**32**

COMMUNITY  
CLEAN-UP  
EVENTS





# **MAKING RECYCLING EASY AND CONVENIENT**

# 3.0

## Programs and Services

Richmond residents in single-family homes divert 78% of their waste, and recycling is increasing in townhomes and other multi-family complexes.

To support residents and their commitment to recycling, Richmond continues to expand services to help residents reduce their garbage and create incentives to promote increased recycling. Green Cart and Blue Box/Blue Cart recycling remain core services to help residents recycle. Residents can also drop off a growing list of recyclable items at the Richmond Recycling Depot and other drop-off facilities.

Richmond works with residents, industry partners, product stewardship groups and businesses to achieve its goal to be a Recycling Smart City and implement sustainable waste management. Through partnerships and community engagement, Richmond's commitment to continuous improvement results in enhanced services to benefit residents.

CITY OF RICHMOND

# 3.1

## Program and Service Overview

Richmond delivers a wide range of recycling and waste management services for residents to ensure that all waste is managed effectively and efficiently. The following are the key recycling and waste management services offered through the City of Richmond.



### BLUE BOX

Weekly curbside collection for paper, newsprint, glass bottles and glass jars, plastic containers, empty aerosol cans, milk cartons, plastic/paper drink cups, spiral wound containers, and tin and aluminium containers. This program is provided to over 40,565 residential units in single-family homes and townhomes. For details, see page 30.



### BLUE CART

Weekly recycling collection for paper, newsprint, glass bottles and glass jars, plastic containers, aerosol cans, milk cartons, plastic/paper drink cups, spiral wound containers and tin and aluminium containers. This program is provided to more than 37,685 multi-family units. For details, see page 30.



### GREEN CART

Weekly collection for foods scraps and yard trimmings. This program is provided to residents in single-family homes, townhomes and multi-family complexes. For details, see page 36.



### RICHMOND RECYCLING DEPOT

Drop-off service for products ranging from yard trimmings and household items, to hazardous materials and take-back program products. This service is available to all residents and in limited quantities for commercial operators. The Recycling Depot also sells backyard compost bins, rain barrels, Garbage Tags and Garbage Disposal Vouchers for use at the Vancouver Landfill. For details, see page 42.





### GARBAGE CART

Biweekly curbside collection of garbage, not including banned items such as hazardous waste and materials that can be recycled, is available to residents in single-family homes and some townhomes. Garbage Tags and Garbage Disposal Vouchers for the Vancouver Landfill provide options for residents for disposal of additional garbage. For details, see page 40.



### LARGE ITEM PICK UP

Residents with the City Blue Box and/or City Garbage Cart program can arrange for collection of large household items. For details, see page 46.



### BACKYARD COMPOSTING

Support for residential composting includes the sale of backyard compost bins and a composting demonstration garden. These services are available to all residents. For details, see page 39.



### LITTER COLLECTION

Litter Attendants are on the road seven days a week to inspect or service more than 4,500 garbage and recycling bins throughout the city, collecting additional litter along the way. For details, see page 49.



### PUBLIC SPACES AND EVENT RECYCLING

Recycling bins in the community make it easy to recycle on the go, such as in parks, at community centres, in the Steveston business district and at the Canada Line stations and Richmond central bus stops. Richmond supports community events by loaning garbage and recycling bins for local events at no charge. For details see Public Spaces Programs on page 48 and Outreach and Customer Service on page 50.



### COMMUNITY AND SCHOOL ENGAGEMENT

Through partnerships with students, teachers and the School District, Richmond delivers educational workshops, awareness programs and volunteer opportunities to increase understanding of recycling and the benefits of reducing waste. For details see Outreach and Customer Service on page 50.



## 3.2 Blue Box and Blue Cart Programs

Richmond's Blue Box and Blue Cart recycling programs provide convenient collection of a wide variety of materials including mixed paper, plastic containers, milk cartons, paper and plastic drink cups, empty aerosol cans and spiral wound tins like frozen juice concentrate containers as well as glass bottles and glass jars. Approximately 78,250 residential units are serviced with weekly collection under these programs.

Richmond's Blue Box program for door-to-door curbside collection includes a Blue Box for containers, yellow Mixed Paper Recycling Bag for paper and small, flattened cardboard items and a grey Glass Recycling Bin for glass bottles and glass jars. The Blue Cart program for centralized collection has separately labeled carts for containers, mixed paper and glass.

It is important to ensure materials are sorted correctly into the proper recycling receptacles. For example, recyclables must be placed individually in bins – not stacked, nestled or in plastic bags. Glass bottles and jars must be placed in the Glass Recycling Bin/Cart – not the Blue Box or Containers Recycling Cart.

Also, some items are not accepted in the Blue Cart/Blue Box program, such as non-packaging plastics like toys, hangers and laundry baskets, as well as metal items like scissors and pans. These items are accepted at the Richmond Recycling Depot.

## CONTAINER RECYCLING: BLUE BOX/CONTAINERS RECYCLING CART



### ✓ ACCEPTED

- ✓ Empty aerosol cans & caps (food items, air fresheners, shaving cream, deodorant, hairspray)
- ✓ Microwavable bowls, cups & lids
- ✓ Paper food containers & cartons (ice-cream, milk, liquid whipping cream)
- ✓ Paper & plastic drink cups with lids
- ✓ Plastic containers, trays & caps (bakery containers & deli trays)
- ✓ Plastic & paper garden pots & trays
- ✓ Spiral wound paper cans & lids (frozen juice, potato chips, cookie dough, coffee, nuts, baby formula)
- ✓ Aluminium cans & lids
- ✓ Aluminium foil & foil containers (foil wrap, pie plates, food trays)
- ✓ Plastic bottles & caps (food items, condiments such as ketchup, mustard & relish, dish soap, mouthwash, shampoos, conditioners)
- ✓ Plastic jars & lids
- ✓ Plastic tubs & lids (margarine, spreads, dairy products such as yogurt, cottage cheese, sour cream, ice cream)
- ✓ Tin cans & lids

### ✗ NOT ACCEPTED

- ✗ Aerosol cans with hazardous materials (spray paint) \*
- ✗ Butane cylinders \*
- ✗ Ceramic plant pots
- ✗ Compostable/biodegradable plastic bags & containers
- ✗ Containers for motor oil, vehicle lubricant or wax products
- ✗ Foil-lined cardboard lids from take-out containers
- ✗ Garden hoses
- ✗ Plastic bags & overwrap \*
- ✗ Plastic string or rope
- ✗ Propane tanks \*
- ✗ Styrofoam materials \*

\* Take to the Richmond Recycling Depot



Place materials separately in the bins – Don't put recyclables into plastic bags. Bagged items will go in the garbage.



Avoid stacking or nesting items together, instead place them separately in the bins. For example, don't nestle an aluminium can inside a plastic container.



Empty, rinse and flatten containers. Food or other materials in the containers contaminate the recycling. Remove lids and recycle separately.



Separate glass jars and glass bottles and recycle in the grey Glass Recycling Bin or Glass Recycling Cart.





### PAPER PRODUCTS - MIXED PAPER RECYCLING BAG/CART











**✓ ACCEPTED**

- ✓ Newspapers, inserts & flyers
- ✓ Flattened cardboard boxes
- ✓ Catalogues & magazines
- ✓ Cereal boxes
- ✓ Clean pizza boxes
- ✓ Corrugated cardboard (small pieces)
- ✓ Envelopes
- ✓ Junk mail

**✓ ACCEPTED**

- ✓ Paper bags
- ✓ Paper egg cartons
- ✓ Paper gift wrap & greeting cards
- ✓ Telephone books
- ✓ Shredded paper (place inside a paper bag to avoid scattering)
- ✓ Writing paper (notepads, loose leaf paper, white or coloured paper, printed paper)

**✗ NOT ACCEPTED**

- ✗ Cardboard boxes with wax coating
- ✗ Plastic bags used to cover newspapers/flyers
- ✗ Metallic wrapping paper
- ✗ Ribbons or bows

**✗ NOT ACCEPTED**

- ✗ Musical greeting cards with batteries
- ✗ Padded envelopes
- ✗ Plastic or foil candy wrappers

 Remove plastic liners/covers and/or any food residue.

 Put shredded paper in a paper bag before placing in the Mixed Paper Recycling Bag/Cart to avoid scattering.

 Cut cardboard into small pieces and flatten boxes to take up less space in the Mixed Paper Recycling Bag/Cart and in the collection truck.

 Oversized/excessive amounts of cardboard can be dropped off at the Richmond Recycling Depot.

### GLASS JARS & BOTTLES – GLASS RECYCLING BIN/CART





**✓ ACCEPTED**

- ✓ Clear or coloured glass bottles and glass jars (pickle jars, jam jars, spaghetti sauce jars, soy sauce bottles)

**✗ NOT ACCEPTED**

- ✗ Glasses, dishes, cookware, window glass and mirrors
- ✗ Ceramic products
- ✗ Lids and caps (remove from the glass bottle/jar and place in Blue Box/Containers Recycling Cart)



 Remove plastic and metal lids and recycle separately in the Blue Box/Containers Recycling Cart.

 Empty and rinse jars and bottles. Make sure no food is left inside because it contaminates the recycling.



**Set Out Time**  
Before 7:30 a.m. every week on collection day.

Note: For centralized Blue Cart service, the collection details are arranged between the City and the Strata Council or property manager. Residents do not have to set the Blue Carts out for collection.



**Report a Missed Collection**  
Call 604-276-4010 or email [garbageandrecycling@richmond.ca](mailto:garbageandrecycling@richmond.ca).



**How to Get More Free Recycling Supplies**  
Supplies include:

- Blue Boxes
- Glass Recycling Bins
- Indoor Collection Bags
- Mixed Paper Recycling Bags

Three ways to order supplies:

1. Pick up at Richmond Recycling Depot
2. Call 604-276-4010
3. Order online at [www.richmond.ca/recyclesearch](http://www.richmond.ca/recyclesearch)

**Richmond Recycling Depot**  
5555 Lynas Lane  
Tuesday to Sunday (Closed on Mondays and Statutory Holidays)  
9:00 a.m. to 6:15 p.m.

CITY OF RICHMOND



It's important to think of recycling as a commodity to sell – not waste.

### LET'S RECYCLE CORRECTLY!

Richmond introduced a new information and awareness campaign – Let's Recycle Correctly! – to help inform residents about how to improve the quality of their recycling by reducing contamination.

It is becoming increasingly critical to generate quality recycling as China, the world's largest purchaser of recycled materials, is setting high standards for recycling quality under its National Sword campaign and will not purchase contaminated recycling. As well, the City is subject to fines and other penalties when contamination is found in recycling, which increases taxpayer costs.

The City's Let's Recycle Correctly! campaign began in 2017 and continued into 2018 with a goal to help increase awareness about how to sort recycling correctly and reduce contamination. The campaign included information kits for residents, as well as advertising, social media, promotion of the City's Recycling Wizard and other outreach. City recycling teams conducted random recycling audits throughout the community and worked with residents to help them improve the quality of their recycling. The City will continue to promote correct recycling through similar initiatives in 2019.



### AVOIDING CONTAMINATION: WHAT TO WATCH FOR



TYPES OF CONTAMINATION	HOW TO RECYCLE CORRECTLY
Glass bottles and glass jars are placed incorrectly in the Blue Box or Containers Recycling Cart	Recycle in grey Glass Recycling Bin or Glass Recycling Cart.
Recyclable items that are not accepted in Blue Box / Blue Cart (Styrofoam, plastic bags, paints and solvents, batteries and cell phones, a non-packaging plastics like toys and coat hangers)	Drop off at Richmond Recycling Depot – 5555 Lynas Lane.
Non-recyclable plastic (Straws and plastic cutlery)	These are not recyclable. Please put in Garbage Cart.
Containers with food residue	Remove food and rinse before placing in Blue Box or Containers Recycling Cart.
Propane tanks and butane cylinders	Drop off at Richmond Recycling Depot – 5555 Lynas Lane.
Electronics	Drop off at Richmond Recycling Depot – 5555 Lynas Lane.

#### Do you know where it goes?

Non-packaging plastics like toys and coat hangers are **not accepted** in your Blue Box or Blue Cart, but can be taken to Richmond Recycling Depot.





CITY OF RICHMOND



## 3.3 Green Cart Program

Food scraps are banned from the garbage, which means they must be recycled or composted, and the City can be charged fines and other penalties when organics are found in the garbage. With the Green Cart program, all Richmond residents have access to food scraps recycling and when recycling with a Green Cart, residents are helping turn food scraps and yard trimmings into compost for nutrient-rich soil.

It is important to ensure that only food scraps, food soiled paper, and yard and garden trimmings go in the Green Cart. When items like plastic bags, Styrofoam or biodegradable/compostable bags are found in the Green Cart, the load is considered contaminated as these materials are not accepted at processing facilities because they compromise the quality of the compost.

Residents can also create their own compost at home to keep these organic materials out of landfills. Residents can purchase a backyard compost bin at the Richmond Recycling Depot.

**GREEN CART FOR FOOD SCRAPS & YARD TRIMMINGS**





**✓ ACCEPTED**

**FOOD SCRAPS & FOOD SOILED PAPER**

- ✓ Breads, pasta, rice & noodles
- ✓ Coffee grounds & filters
- ✓ Dairy products
- ✓ Fruit
- ✓ Eggshells
- ✓ Meat, poultry, fish, shellfish & bones
- ✓ Paper towels, napkins & plates
- ✓ Pizza delivery boxes
- ✓ Small amounts of grease/oil absorbed into paper towel
- ✓ Solid grease
- ✓ Table scraps & food scrapings
- ✓ Tea bags
- ✓ Vegetables

**YARD TRIMMINGS**

- ✓ Flowers
- ✓ Leaves
- ✓ Grass clippings
- ✓ Other organic yard materials
- ✓ Plants (living or dead/dried)
- ✓ Plant trimmings
- ✓ Tree & hedge prunings

**✗ NOT ACCEPTED**

- ✗ Coffee cups
- ✗ Compostable and biodegradable plastic bags
- ✗ Styrofoam cups, meat trays or takeout containers
- ✗ Garden hoses or flower pots
- ✗ Liquid grease
- ✗ Lumber

- ✗ Pet feces or kitty litter
- ✗ Plastic bags and plastic overwrap
- ✗ Plastic wraps
- ✗ Prunings over 4 inches (10 cm) in diameter
- ✗ Rocks, dirt or sod



-  Collect food scraps in your kitchen container. Wrap food scraps in small amounts of newspaper or used paper towel before adding to kitchen container.
-  Sprinkle kitchen container with baking soda to reduce odours and consider freezing food scraps until you're ready to empty them into the Green Cart.
-  Keep kitchen container clean by lining it with a few sheets of newspaper, a paper bag liner or used paper towel.
-  Empty materials from your kitchen container into your Green Cart.
-  Place yard trimmings into Green Cart along with your food scraps. Extra yard trimmings can go in large paper bags or additional labelled Green Cars.



## MULTIPLE GREEN CART SIZES AVAILABLE

Richmond provides Green Carts in multiple sizes to meet resident's recycling needs. Residents can exchange their Green Cart for a different size by contacting the Environmental Programs Information Line at 604-276-4010 or email [garbageandrecycling@richmond.ca](mailto:garbageandrecycling@richmond.ca). There is a \$25 administration fee for cart exchanges.

### SINGLE-FAMILY HOMES CART SIZE SELECTION



#### STANDARD

**Extra Large**  
360 litres  
D 34.5 x W 25 x  
H 44.5 inches

**Large**  
240 litres  
D 27.5 x W 24.5 x  
H 43 inches

**Medium**  
120 litres  
D 21 x W 19 x  
H 37.5 inches

**Small**  
80 litres  
D 21.5 x W 16 x  
H 34.5 inches

### TOWNHOMES CART SIZE SELECTION



#### STANDARD

**Small**  
80 litres  
D 21.5 x W 16 x  
H 34.5 inches

**Compact**  
46.5 litres  
D 12 x W 11 x  
H 27 inches



## YARD TRIMMINGS DROP-OFF

Richmond residents and commercial landscapers can drop off yard trimmings at the following locations.

### Ecowaste Industries

15111 Triangle Road

Commercial operators can be pre-approved for dropping off materials at no charge when they are servicing residential properties with Richmond Green Cart service.

Visit [www.ecowaste.com](http://www.ecowaste.com) or call 604-277-1410 for detailed information.

### City Recycling Depot

5555 Lynas Lane  
Tuesday to Sunday (Closed on Mondays and Statutory Holidays)  
9:00 a.m. to 6:15 p.m.

There is no charge for dropping off amounts less than one cubic yard (a car, station wagon or minivan load). Large loads are charged a fee of \$20 per cubic yard. Commercial operators will be charged a fee of \$20 per cubic yard at the Richmond Recycling Depot.



## BACKYARD COMPOSTING PROGRAMS

**Backyard Compost Bins:** Backyard compost bins are available for sale at the Richmond Recycling Depot for \$25 plus tax.

**Demonstration Garden:** To help residents learn about composting, the City hosts a Compost Demonstration area in the Terra Noval Rural Park located at 2631 Westminster Highway just west of No. 1 Road. It is open from dawn to dusk year-round.

**Compost Hotline:** For tips call 604-736-2250 or email [composthotline@telus.net](mailto:composthotline@telus.net)



### Set Out Time

Before 7:30 a.m. every week on collection day.

Note: For centralized Green Cart service, the collection details are arranged between the City and the strata council or property manager. Residents do not have to set the carts out for pick up.



### Report a Missed Collection or Damaged Green Cart

Call 604-276-4010 or email [garbageandrecycling@richmond.ca](mailto:garbageandrecycling@richmond.ca).



### How to Exchange your Green Cart

Various cart sizes are on display at the Richmond Recycling Depot. Please note there is a \$25 charge to exchange your cart. To change to an alternative size please contact:

**Environmental Programs**  
604-276-4010



### New/Replacement Kitchen Containers

Three ways to get a kitchen container:

1. Pick up at Richmond Recycling Depot
2. Call 604-276-4010
3. Order online at [www.richmond.ca/recyclesearch](http://www.richmond.ca/recyclesearch)



## 3.4 Garbage Cart Program

Richmond's curbside Garbage Cart program provides residents with convenient options for waste disposal. Household garbage is collected biweekly. The Garbage Cart program includes City-provided carts with wheels and lids and is designed to lower costs for residents who are reducing their garbage by recycling their household waste.

Most household items are recyclable. Residents are encouraged to think twice before putting items in the garbage to help keep recyclables out of the landfill.

It's important to secure or wrap loose garbage to prevent materials from being scattered by wind or animals. Garbage must be securely packed in plastic bags. This includes ashes, kitty litter, disposable diapers, vacuum cleaner sweepings and other loose household garbage.

All garbage must be placed at curbside before 7:30 a.m. on collection day but no earlier than 8:00 p.m. the day before. Do not place receptacles or other items on the road.

Residents are responsible for cleaning up any loose materials that have been scattered over the ground by animals, wind or vandalism.



### EXTRA ITEM DISPOSAL OPTIONS

#### \$2 Garbage Tags

Garbage Tags for curbside collection are available for purchase at all City facilities. One Garbage Tag is good for an additional garbage bag or can.

#### Garbage Disposal Vouchers

Richmond residents may purchase a Garbage Disposal Voucher for \$5 at all City facilities. These vouchers are good for up to \$25 at the Vancouver Landfill, and are valid anytime. They are limited to one per household.

Visit [www.richmond.ca/garbage](http://www.richmond.ca/garbage) for a list of City facilities selling Garbage Tags and Garbage Disposal Vouchers.

### GARBAGE CART SIZE OPTIONS

Residents who select smaller cart sizes are generating less garbage and as a result, pay less for their annual garbage collection.

Residents can exchange their cart for a different size, and their garbage collection fees are adjusted according to the size selected. Residents can exchange their Garbage Cart for a different size for \$25 by calling 604-276-4010.



**EXTRA LARGE**  
360 litres  
D 34.5 x W 25 x H 44.5 in



**LARGE**  
240 litres  
D 27.5 x W 24.5 x H 43 in  
Standard size for  
single-family homes



**MEDIUM**  
120 litres  
D 21.5 x W 19 x H 37.5 in  
Standard size  
for townhomes



**SMALL**  
80 litres  
D 20 x W 16 x H 34.5 in





# 3.5

## Richmond Recycling Depot

The Richmond Recycling Depot is located at 5555 Lynas Lane and is open from 9:00 a.m. – 6:15 p.m., Tuesday to Sunday for drop off of a broad range of materials.

The Recycling Depot is owned and operated by the City of Richmond, with two full-time staff and additional staff support in the summer months to manage increased recycling volumes. Staff on site are available to answer questions and provide assistance with unloading awkward or heavy items.

The City continues to increase the number of items accepted at the Recycling Depot to make it a convenient, one-stop drop-off location for multiple items. Richmond residents can drop off a wide range of recyclable materials at no charge.



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## RECYCLING DEPOT SERVICES

Residents are encouraged to use the curbside recyclables collection for glass bottles and glass jars, rigid plastic containers, newsprint and mixed paper. Businesses are encouraged to subscribe to onsite collection services if a large quantity of recyclables is produced. However, residents and small business operators can drop off one cubic yard of recyclables and three large appliances at the Depot per day.

This facility accepts a wide range of materials including cardboard, yard and garden trimmings, mixed paper and newspapers, as well as Styrofoam, used books, cell phones, household batteries and plastic bags. The facility also accepts large appliances (e.g. fridges, stoves, washing machines) and metal items (e.g. bike frames, barbecues, lawn mowers). The facility is also a product stewardship (take back) collection site for small appliances, paints, solvents, flammable liquids, pesticides, lights and lighting fixtures.



Richmond Recycling Depot  
5555 Lynas Lane  
Tuesday to Sunday, 9:00 a.m. to 6:15 p.m.



### For Sale at the Recycling Depot

- Compost bins - \$25 each + GST
- Rain barrels - \$30 each + GST
- Extra Garbage Tags - \$2 each
- Garbage Disposal Vouchers - \$5 for Richmond residents and value is up to \$25 at the Vancouver Landfill



### Free Recycling Supplies Available at the Recycling Depot

- Kitchen Containers
- Grey Glass Recycling Bins
- Blue Boxes
- Yellow Mixed Paper Recycling Bags
- Indoor Collection Bags

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CITY OF RICHMOND

# Welcome to the Richmond Recycling Depot!

Please see attendants for assistance with recycling supplies such as Blue Boxes, and for recycling hazardous materials such as paints, solvents, pesticides and gasoline.







## MATERIALS ACCEPTED

- ✓ Aerosol & spiral wound cans
- ✓ Aluminium materials
- ✓ Appliances
- ✓ Batteries (small household batteries less than 5 kg)
- ✓ Books



- ✓ Butane cylinders
- ✓ Cell phones (including batteries)
- ✓ Clean untreated wood
- ✓ Cooking oil and animal fat
- ✓ Corrugated cardboard (flattened, clean corrugated boxes)



- ✓ Electronics
- ✓ Exercise and hobby machines
- ✓ Flammable aerosols
- ✓ Flammable liquids



- ✓ Flexible plastic packaging
- ✓ Flower pots (paper & plastic pots/trays)
- ✓ Gasoline (in approved ULC containers)
- ✓ Glass bottles and jars (clear & coloured)
- ✓ Lights

- ✓ Lighting fixtures

- ✓ Magazines

- ✓ Metal items

- ✓ Mixed Paper

- ✓ Newspaper

- ✓ Paints (household paints)

- ✓ Paint aerosols

- ✓ Pesticides (domestic pesticides)

- ✓ Plastic containers

- ✓ Plastic grocery bags & plastic overwrap

- ✓ Power tools



- ✓ Propane tanks

- ✓ Sewing, knitting and textile machines

- ✓ Styrofoam packaging

- ✓ Tin and aluminium cans



- ✓ Tires (passenger & light-duty trucks only)



- ✓ Upholstered furniture

- ✓ Yard and garden trimmings

All materials must be sorted into different containers at the Recycling Depot. Please visit [www.richmond.ca/depot](http://www.richmond.ca/depot) for details.



## 3.6 Large Item Pick Up Program

Richmond's Large Item Pick Up program provides a convenient curbside collection service for up to six large household items per year, including mattresses, furniture and appliances. This program is designed to make it more convenient for residents to dispose of large household items and to help reduce illegal dumping. As well, through this program, large household items that can be recycled will be diverted from the landfill, which will help Richmond achieve its goal for 80% waste diversion from the landfill by 2020.

The Large Item Pick Up program is provided to residents in single-family homes, as well as townhomes and multi-family complexes with the City's Garbage Cart and/or Blue Box program.

This service makes it easier for residents who do not have access to a vehicle to dispose of large items.

## HOW THE PROGRAM WORKS

- 1** To schedule collection of up to six items per year, residents can contact the City's service provider, Sierra Waste Services at 604-270-4722 or schedule online at [www.richmond.ca/largeitem](http://www.richmond.ca/largeitem).
- 2** Sierra Waste Services will contact you to provide a pick up date and confirmation number.
- 3** On your scheduled pick up date only, place items at the curb or for multi-family complexes, in the area designated by the strata or property manager, before 7:30 a.m. or no earlier than 8:00 p.m. the night before.



### LARGE ITEM PICK UP PROGRAM

#### ✓ ACCEPTED

- ✓ Appliances
- ✓ Barbecues (remove propane tank and/or lava rock briquettes)
- ✓ Bed frame
- ✓ Electric lawnmowers
- ✓ Furniture
- ✓ Headboard
- ✓ Outdoor furniture

- ✓ Small household goods, which must be in boxes or bundled and are a reasonable size (one box or bundle is equal to one of the resident's six allotted items)
- ✓ Weight training equipment
- ✓ Mattresses or boxsprings – please cover your mattress with a plastic bag.

#### ✗ NOT ACCEPTED

- ✗ Car bodies or parts
- ✗ Carpets
- ✗ Construction materials
- ✗ Drywall
- ✗ Gas lawnmowers
- ✗ Hazardous waste

- ✗ Lumber, demolition or home renovation materials
- ✗ Pianos
- ✗ Propane tanks\*
- ✗ Tree stumps

Note: Items that contain any hazardous liquids such as gas, oil, etc. will not be accepted. See page 56-61 for disposal locations or call the RCBC Recycling Hotline at 604-732-9253.

\* Take to Richmond Recycling Depot, 5555 Lynas Lane

#### SAFETY CONSIDERATIONS

- ✓ Wrap mattresses and upholstered furniture in plastic or reusable tarp and secure them to prevent these items from getting wet or waterlogged. Wet mattresses and furniture pose safety hazards for lifting and are not accepted at the processing facility. Tarps will be left behind for re-use.

- ✓ Remove latch/door from freezers, refrigerators or any other container equipped with a door latch or locking device.

Note: The item(s) must be able to be safely handled from the curbside in order to qualify for collection.





## 3.7 Public Spaces Programs

Maintaining a litter-free community and encouraging recycling in parks and other public spaces is an essential part of responsible and sustainable waste management. Not only does this help to keep the City a beautiful place to live and visit, it also helps to reduce the amount of plastic and other garbage going into oceans and other waterways.

The City has three primary services to support recycling and a litter-free community: Public Spaces services, Litter Collection services and Special Event Recycling.

Because building community pride and increasing responsible behaviours involves working together with the community, the City also works with volunteers through the Partners for Beautification program and community clean up events.



REPORT 2018 • BUILDING MOMENTUM TOWARDS 80% DIVERSION

## PUBLIC SPACES SERVICES

The City of Richmond has more than 4,500 recycling and garbage bins located through the community in public spaces that include parks and business districts. The City's bins include instructional bin labels to help inform people about how to sort items correctly.

Many of the recycling bins feature images that complement the surrounding scenery, and others feature custom artwork by local artists. To further improve capacity and operational efficiency, the City also has large in-ground garbage collection bins in high traffic areas.

## LITTER COLLECTION SERVICES

Maintaining a litter-free city is a key focus area to ensure residents can enjoy clean parks and public spaces. The City of Richmond has made efforts to ensure that there are garbage bins, and in many cases recycling options, in public spaces throughout the city.

In addition, City crews work seven days a week to collect litter from parks, school grounds, roadsides, sidewalks and boulevards.

They inspect or service garbage and recycling from litter and recycling receptacles in the community 25,291 times every month. Crews also assist with removing graffiti from City garbage bins, and they collect illegally-dumped materials found on City property and provide safe disposal and recycling of these items. Together, these measures help to support a safe and appealing community.

## SPECIAL EVENT RECYCLING

Recycling stations are recommended for special event bookings taking place in Richmond. For some events, the City hosts recycling stations with assistance from the Green Ambassador volunteers. This involves setting up recycling stations and having recycling assistants at the event to advise people on how to recycle.

The City also supports events by providing organizers with recycling bins and garbage carts at no charge, as well as complimentary collection services. This makes it easy for event organizers to keep the venue clean and recyclables out of the landfill.

In addition, the City participates in community clean up events each year.





## 3.8 Outreach and Customer Service

Richmond's successful outreach and customer service programs are designed to help turn information and education into action. By working with children and youth through school programs and the Green Ambassadors, Richmond creates a learning environment where students gain a better understanding about recycling and sustainable waste management, and then apply their skills as volunteers and through school activities. Providing outreach, customer support services and information materials also assists residents by increasing their understanding of how to recycle correctly along with new tools and services to promote recycling at home and on the go.

The Environmental Programs Information Line staff assist customers on the phone, via email and at community events to answer questions, assist with requests relating to garbage and recycling, and provide guidance on where to go for additional information and resources. Richmond also assists customers directly at the Recycling Depot, and through its outreach programs in the community.

At the Recycling Depot, staff provide assistance with where and how to recycle using its drop-off options, answer questions about City programs and services and sell products such as compost bins and rain barrels as well as Garbage Tags and Garbage Disposal Vouchers. Through outreach, Richmond goes into the community to connect with residents to share information and respond to questions.



### SEARCH & TIPS TOOLS

Richmond now offers the Recycling Wizard to help residents search for where to recycle household items. The Recycling Wizard is available online at [www.richmond.ca/recyclesearch](http://www.richmond.ca/recyclesearch) and in the Richmond Collection Schedule app, free from the Apple and Android app stores.

### STUDENT OUTREACH

Richmond sponsors programs, contests and other activities for local students to raise awareness about the importance of reducing waste and how to recycle correctly. These activities inspire them to feel that taking care of the planet is fun.

### RICHMOND GREEN AMBASSADORS

Richmond's Green Ambassadors are dedicated high school students who participate in monthly symposiums to learn about environmental sustainability and apply what they have learned as volunteers at City events and activities. These energetic and environmentally conscious individuals also manage green initiatives in their schools, including an annual REaDY Summit.

### COMMUNITY WORKSHOPS

Richmond's free community workshops provide education and tips that support recycling and waste reduction techniques. A summary of workshops that focus on helping residents towards the City's goal for 80% waste diversion is provided below.

For information on the workshops, call the Environmental Programs Information Line at 604-276-4010 or email [garbageandrecycling@richmond.ca](mailto:garbageandrecycling@richmond.ca).

TYPE OF WORKSHOP	DESCRIPTION
<b>Food Waste Reduction Workshops</b>	Reduce food waste by learning harvesting, freezing/canning, and fermenting techniques to store foods.
<b>Recycling Workshops</b>	Learn how to sort household recyclables properly to reduce contamination. Understand the recycling process and the importance recycling has on the environment.
<b>Richmond Recycling Depot Tours</b>	Interactive tour of the Richmond Recycling Depot designed to teach residents about the drop-off options available and materials accepted for recycling.





# 4.0

## Tips and Resources

In Richmond, we care about our community, and we are working together to trim our waste. The City works with residents and community partners to make it easy and convenient to recycle at home and on the go. It's all about making recycling a way of life.

This at-a-glance resource on the various types of recycling programs and services available through the City of Richmond is a valuable guide to support being recycling smart in Richmond.

The Tips and Resources include highlights such as how and where to recycle, what to do with hazardous waste and where to find additional information.

Resources also include contact information and locations for Richmond services and community partners involved in take-back collection through product stewardship programs. Together these Tips and Resources help to support maximum recycling with minimum contamination in the waste going to the landfill.





# 4.1

## Community Resources and Partnerships

54

## ECOWASTE INDUSTRIES

The City offers residents the option to drop off unlimited quantities of yard and garden trimmings for free at Ecowaste Industries. Proof of Richmond residency is required.

**Ecowaste Industries:**  
1511 Triangle Road  
Hours of operation and instructions:  
604-277-1410  
[www.ecowaste.com](http://www.ecowaste.com)

## COMPOST HOTLINE

The Compost Hotline is a community program operated by City Farmer that provides support and tips for best practices in home composting.

**Compost Hotline:**  
604-736-2250  
[composthotline@telus.net](mailto:composthotline@telus.net)

## RICHMOND SHARES

Richmond Shares is a non-profit organization that facilitates the exchange of gently used items.

**Richmond Shares:** [www.richmondshares.bc.ca](http://www.richmondshares.bc.ca)

## METRO VANCOUVER RECYCLES

Metro Vancouver Recycles helps you connect with people who could use products you don't need, find options for recycling products and get helpful links to online services.

**Metro Vancouver Recycling Directory:**  
[www.metrovancouverrecycles.org](http://www.metrovancouverrecycles.org)

## RECYCLING COUNCIL OF BRITISH COLUMBIA (RCBC)

RCBC provides information and resources to support recycling in the community.

**Recycling Hotline**  
Monday to Friday, 9 a.m. to 4 p.m.  
604-RECYCLE (604-732-9253)  
[hotline@rcbc.bc.ca](mailto:hotline@rcbc.bc.ca)



Download the free Richmond Collection Schedule App or use the Recycling Wizard at [www.richmond.ca/recyclesearch](http://www.richmond.ca/recyclesearch)

You can find drop-off locations and how to recycle a variety of household items using the Recycling Wizard on the free Richmond Collection Schedule App available at the Apple and Android app stores. Plus, the app sends you weekly collection day reminders!

The Recycling Wizard is also available online at [www.richmond.ca/recyclesearch](http://www.richmond.ca/recyclesearch).



## 4.2 Banned and Hazardous Materials

Careless handling of hazardous products can cause serious injury as well as damage to the environment. Hazardous products that are dumped in sewers or green spaces can injure livestock, wildlife and plant life. Careful and often specialized disposal is essential for these materials.

There are certain materials that Metro Vancouver disposal facilities do not accept, either because there are already disposal programs set up for these items, or because they are hazardous to waste collection workers, the public and the environment.

At disposal sites, garbage loads are inspected for banned and prohibited materials. Loads that arrive at the disposal sites containing prohibited materials are assessed a \$65 minimum surcharge, plus the cost of removal, clean-up or remediation. Loads containing banned materials are assessed a 50% tipping fee surcharge.

For a list of drop-off locations, use the City's Recycling Wizard available on the Richmond Collection Schedule app and at [www.richmond.ca/recyclesearch](http://www.richmond.ca/recyclesearch), or call the RCBC Recycling Hotline at 604-732-9253.

### BANNED HAZARDOUS AND OPERATIONAL IMPACT MATERIALS



- x Agricultural waste
- x Asbestos
- x Automobile parts and bodies
- x Barrels, drums, pails or large (205 litre or greater) liquid containers, full or empty
- x Biomedical waste
- x Dead animals
- x Gypsum
- x Hazardous waste
- x Inert fill material including soil, sod, gravel, concrete and asphalt exceeding 0.5 cubic metres per load
- x Liquids or sludge
- x Refuse that is on fire, smouldering, flammable or explosive
- x Wire and cable exceeding 1% of load



### BANNED MATERIALS THAT ARE RECYCLABLE WITH CITY SERVICES

- x Beverage containers
- x Clean wood
- x Containers made of glass, metal or banned recycled plastic
- x Corrugated cardboard
- x Food waste
- x Green waste
- x Mattresses
- x Propane Tanks
- x Recyclable paper
- x Tires (passenger & light-duty truck only)

For a complete list of banned materials, please visit [www.metrovancouver.org/services/solid-waste/bylaws-regulations/banned-materials](http://www.metrovancouver.org/services/solid-waste/bylaws-regulations/banned-materials)








# 4.3

## Recycling and Disposal Directory

Many common hazardous household and automotive products must be recycled or disposed through special depots. Disposal sites and take-back collection options for hazardous, banned and other materials are listed on the following pages.

Please note that this information is provided as a reference for your convenience; however, it is not guaranteed. Please call first to confirm that the site is still open to accept these take-back products and to check hours of operation.



Watch for the **BLUE** listings for items recyclable through the City of Richmond

-  Disposal Ban – Banned from the landfill and recyclable through retailers, stewardship or take-back programs
-  Disposal Ban – Banned from the landfill and recyclable through the City and other services
-  Not Banned – Recyclable through the City and other services
-  Not Banned – Recycling options are available
-  A fee is charged

See Programs and Services starting on page 27 to find out what is accepted through the City's collection and drop-off services.



### ANTIFREEZE AND EMPTY CONTAINERS

DROP-OFF LOCATION	PHONE
 Jiffy Lube 10991 No. 4 Road	604-448-0142
 Mobil 1 Lube Express 3011 No. 5 Road	604-278-1999
Regional Recycling 13300 Vulcan Way	1-855-701-7171

For a complete list of antifreeze or containers accepted, visit [www.bcusedoil.com](http://www.bcusedoil.com) or call 604-732-9253.



### APPLIANCES – SMALL

DROP-OFF LOCATION	PHONE
Richmond Recycling Depot 5555 Lynas Lane	604-276-4010
Ironwood Bottle & Return-It Depot 110 - 11020 Horseshoe Way	604-275-0585
OK Bottle Depot 7960 River Road	604-244-0008
Regional Recycling 13300 Vulcan Way	1-855-701-7171
Richmond Return-It Depot 135 - 8171 Westminster Hwy	604-232-5555

For a complete list of small appliances accepted, visit [www.electrorecycle.ca](http://www.electrorecycle.ca) or call 604-732-9253.



### BABY CAR SEATS

DROP-OFF LOCATION	PHONE
 City of Vancouver Landfill 5400 72nd Street, Delta	604-873-7000
Pacific Mobile Depots (third Saturday of every month) Britannia Community Centre, 1661 Napier Street, Vancouver	604-718-5800
 Queensborough Landing Return-It Depot Unit A - 409 Boyne Road, New Westminster	604-540-4067



### BATTERIES – AUTOMOTIVE

DROP-OFF LOCATION	PHONE
Kal Tire 2633 No. 5 Road	604-278-9181
Regional Recycling 13300 Vulcan Way	1-855-701-7171

Note: All retail locations accept a used car battery for each new one purchased. For a list of collection sites, please visit [www.recyclemybattery.ca](http://www.recyclemybattery.ca)

## CITY OF RICHMOND

**BATTERIES – HOUSEHOLD AND MOBILE PHONES**

Batteries weighing 5kg or less

**DROP-OFF LOCATION PHONE**

Richmond Recycling Depot  
5555 Lynas Lane 604-276-4010

Best Buy  
700-5300 No. 3 Road 604-273-7335

Dr. Battery  
102-4460 Jacobs Road 604-273-8248

Home Depot (batteries only)  
2700 Sweden Way 604-303-9882

London Drugs  
5971 No. 3 Road 604-448-4811  
3200 - 11666 Steveston Highway 604-448-4852

Pharmasave  
116 - 10151 No. 3 Road 604-241-2898

Rona  
7111 Elmbirdge Way 604-273-4606

Staples  
8171 Ackroyd Road 604-270-9599  
110 - 2780 Sweden Way 604-303-7850

Regional Recycling  
13300 Vulcan Way 1-855-701-7171

For a complete list of batteries accepted, please visit [www.call2recycle.ca](http://www.call2recycle.ca) or call 1-888-224-9764.

For a complete list of mobile phones drop off locations, visit [www.call2recycle.ca/locator](http://www.call2recycle.ca/locator).

All cellular/mobile phone stores accept used cellular/mobile phones for refurbishing or recycling.

To erase information from your device, including text messages, contacts and personal files, use Cell Phone Data Erasers by [www.recyclemycell.ca/recycling-your-device](http://www.recyclemycell.ca/recycling-your-device) available for free.

**BUTANE CYLINDERS****DROP-OFF LOCATION PHONE**

Richmond Recycling Depot  
5555 Lynas Lane 604-276-4010

**CARBON MONOXIDE (CO), SMOKE AND COMBINATION SMOKE & CO ALARMS****DROP-OFF LOCATION PHONE**

London Drugs (smoke detectors only)  
5971 No. 3 Road 604-448-4811  
3200 - 11666 Steveston Highway 604-448-4852

Regional Recycling  
13300 Vulcan Way 1-855-701-7171

For a complete list of alarms accepted, please visit [www.regeneration.ca](http://www.regeneration.ca) or call 604-732-9253.

**ELECTRONICS: Audio visual equipment, computers, monitors, televisions, printers, fax machines, scanners, video games and accessories****DROP-OFF LOCATION PHONE**

Richmond Recycling Depot  
5555 Lynas Lane 604-276-4010

Best Buy  
700 - 5300 No. 3 Road 604-273-7335

Ironwood Bottle & Return-It Depot  
110 - 11020 Horseshoe Way 604-275-0585

OK Bottle Depot  
7960 River Road 604-244-0008

Regional Recycling  
13300 Vulcan Way 1-855-701-7171

Staples  
8171 Ackroyd Road 604-270-9599  
110 - 2780 Sweden Way 604-303-7850

For a complete list of materials accepted, please visit [www.return-it.ca/electronics](http://www.return-it.ca/electronics) or call 604-473-2400.

**EXERCISE AND HOBBY MACHINES****DROP-OFF LOCATION PHONE**

Richmond Recycling Depot  
5555 Lynas Lane 604-276-4010

Ironwood Bottle & Return-It Depot  
110 - 11020 Horseshoe Way 604-275-0585

OK Bottle Depot  
7960 River Road 604-244-0008

Regional Recycling  
13300 Vulcan Way 1-855-701-7171

For a complete list of materials accepted, please visit [www.return-it.ca/electronics](http://www.return-it.ca/electronics) or call 604-473-2400.

**EYEGLASSES****DROP-OFF LOCATION**

Drop off at any local optometrist or eye care professional.

**FIRE EXTINGUISHERS****DROP-OFF LOCATION PHONE**

Vancouver Fire  
22131 Fraserwood Way 604-232-3473



### FLAMMABLE LIQUIDS, PESTICIDES, SOLVENTS AND GASOLINE

DROP-OFF LOCATION	PHONE
Richmond Recycling Depot 5555 Lynas Lane	604-276-4010
Regional Recycling 13300 Vulcan Way	1-855-701-7171


For a complete list of flammable liquids, gasoline, pesticides and solvents accepted, please visit [www.regeneration.ca](http://www.regeneration.ca) or call 604-732-9253.

### GENERAL HAZARDOUS MATERIALS

DROP-OFF LOCATION	PHONE
 Tervita 160 - 13511 Vulcan Way	604-214-7000
 Terrapure Environmental 9 - 7483 Progress Way, Delta	604-952-1220

### GYPSUM DRYWALL


No other materials attached to or on drywall

DROP-OFF LOCATION	PHONE
 City of Vancouver Landfill 5400 72nd Street, Delta	604-873-7000
 New West Gypsum Recycling 11871 Horseshoe Way	604-534-9925
Vancouver Transfer Station (maximum 1/2 sheet with a paid load of garbage) 377 W. Kent Avenue N.	604-326-4600

### HYPODERMIC NEEDLES

#### DROP-OFF LOCATION

Purchase a "Sharps Container" from a pharmacy and return the container to same pharmacy when full.

-  **Disposal Ban** – Banned from the landfill and recyclable through retailers, stewardship or take-back programs
-  **Disposal Ban** – Banned from the landfill and recyclable through the City and other services
-  **Not Banned** – Recyclable through the City and other services
-  **Not Banned** – Recycling options are available
-  **A fee is charged**




### LIGHTS AND LIGHTING FIXTURES

DROP-OFF LOCATION	PHONE
Richmond Recycling Depot 5555 Lynas Lane	604-276-4010
London Drugs (lightbulbs only) 5971 No. 3 Road 3200 - 11666 Steveston Highway	604-448-4811 604-448-4852
Rona 7111 Elmbrook Way	604-273-4606
Regional Recycling 13300 Vulcan Way	1-855-701-7171

For a complete list of lighting products accepted, visit [www.regeneration.ca](http://www.regeneration.ca) or call 604-732-9253.



### LUBRICATING OIL (USED), OIL FILTERS AND PLASTIC OIL CONTAINERS

DROP-OFF LOCATION	PHONE
Jiffy Lube 10991 No. 4 Road	604-448-0142
 Mobil 1 Lube Express 3011 No. 5 Road	604-278-1999
Regional Recycling 13300 Vulcan Way	1-855-701-7171

For a complete list of lubricating oil, oil filters and plastic oil containers accepted, visit [www.busedoil.com](http://www.busedoil.com) or call 604-732-9253.



### MATTRESSES AND BOXSPRINGS

DROP-OFF LOCATION	PHONE
 Canadian Mattress Recycling 1210 Cliveden Avenue, Delta	604-777-0324
 City of Vancouver Landfill 5400 72nd Street, Delta	604-873-7000

Richmond's Large Item Pick Up Program: Contact Sierra Waste at 604-270-4722. Please note some restrictions apply. Visit [www.richmond.ca/largeitem](http://www.richmond.ca/largeitem) for program details.



### MEDICAL DEVICES AND EQUIPMENT

DROP-OFF LOCATION	PHONE
Richmond Recycling Depot 5555 Lynas Lane	604-276-4010
Ironwood Bottle & Return-It Depot 110 - 11020 Horseshoe Way	604-275-0585
OK Bottle Depot 7960 River Road	604-244-0008
Regional Recycling 13300 Vulcan Way	1-855-701-7171



## CITY OF RICHMOND

**MUSICAL INSTRUMENTS**

DROP-OFF LOCATION	PHONE
Richmond Recycling Depot 5555 Lynas Lane	604-276-4010
Ironwood Bottle & Return-It Depot (electrical instruments only) 110 - 11020 Horseshoe Way	604-275-0585
OK Bottle Depot (electrical instruments only) 7960 River Road	604-244-0008
Regional Recycling (electrical instruments only) 13300 Vulcan Way	1-855-701-7171

**PAINT AND PAINT AEROSOL CONTAINERS**

DROP-OFF LOCATION	PHONE
Richmond Recycling Depot 5555 Lynas Lane	604-276-4010
Regional Recycling 13300 Vulcan Way	1-855-701-7171
Rona 7111 Elmbridge Way	604-273-4606

For a complete list of paint & paint aerosol containers accepted, please visit [www.regeneration.ca](http://www.regeneration.ca) or call 604-732-9253.

**PHARMACEUTICAL**

All pharmacies accept left over or outdated prescription drugs, non-prescription medications, herbal products, mineral supplements, vitamin supplements and throat lozenges for safe disposal.

For a list of pharmacies and/or drugs, medications, herbal products and mineral supplements accepted, visit [healthsteward.ca/returns/british-columbia](http://healthsteward.ca/returns/british-columbia) or call 604-732-9253.

Note: Please do not wash these items down the drain or throw them in the garbage.

**PROPANE TANKS: Refillable**

DROP-OFF LOCATION	PHONE
Richmond Recycling Depot 5555 Lynas Lane	604-276-4010
City of Vancouver Landfill 5400 72nd Street, Delta	604-873-7000

**PROPANE TANKS: Small / disposable**

DROP-OFF LOCATION	PHONE
Richmond Recycling Depot 5555 Lynas Lane	604-276-4010
City of Vancouver Landfill 5400 72nd Street, Delta	604-873-7000

**OUTDOOR POWER EQUIPMENT**

DROP-OFF LOCATION	PHONE
Richmond Recycling Depot 5555 Lynas Lane	604-276-4010
Regional Recycling 13300 Vulcan Way	1-855-701-7171

**SEWING, KNITTING & TEXTILE MACHINES**

DROP-OFF LOCATION	PHONE
Richmond Recycling Depot 5555 Lynas Lane	604-276-4010
Ironwood Bottle & Return-It Depot 110 - 11020 Horseshoe Way	604-275-0585
OK Bottle Depot 7960 River Road	604-244-0008
Regional Recycling 13300 Vulcan Way	1-855-701-7171
Richmond Return-It Depot 135 - 8171 Westminster Hwy	604-232-5555

**STYROFOAM - MOLDED PACKAGING & FOOD CONTAINERS**

DROP-OFF LOCATION	PHONE
Richmond Recycling Depot 5555 Lynas Lane	604-276-4010

London Drugs customers can return moulded packaging Styrofoam from their appliance, computer and accessories products to any London Drugs store with proof of purchase.

**STYROFOAM CHIPS (PEANUTS)**

DROP-OFF LOCATION	PHONE
Packaging Depot 6360 Kingsway, Burnaby	604-451-1206
5524 Cambie Street, Vancouver	604-325-9966

**TELUS EQUIPMENT (RENTAL OR RETAIL)****DROP-OFF LOCATION**

All TELUS rental or retail equipment such as cordless/corded phones, Voice Over IP (VOIP) phones, Global Positioning System (GPS) equipment and video/telephone conference equipment can be returned via Canada Post. Call 604-310-2255 for more information.

**THERMOSTATS****DROP-OFF LOCATION****PHONE**

Andrew Sheret Ltd. 604-278-3766  
4500 Vanguard Road

For more information, call 1-800-267-2231 ext 224.

**TIRES – VEHICLES****DROP-OFF LOCATION****PHONE**

Richmond Recycling Depot 604-276-4010  
5555 Lynas Lane

Island City Automotive 604-273-4023  
180 - 5400 Minoru Blvd

Canadian Tire 604-273-2939  
3500 No. 3 Road  
11388 Steveston Highway 604-271-6651

Express Lube & Tune Centre 604-278-1018  
2840 No. 3 Road

Kal Tire 604-278-9181  
2633 No. 5 Road

Metro Tires Ltd. 604-321-9004  
13320 Mitchell Road

OK Tire Store 604-278-5171  
5831 Minoru Boulevard

Redline Automotive Ltd. 604-277-4269  
1 - 11711 No. 5 Road

Vancouver Landfill (Passenger/light truck, with/without rims, limit of 10) 604-873-7000  
5400 72nd Street, Delta

Richmond's Large Item Pick Up Program: Contact Sierra Waste at 604-270-4722. Some restrictions apply. Visit [www.richmond.ca/large-item](http://www.richmond.ca/large-item) for program details.

Note: All retail locations accept a used tire for a new one purchased.

For a complete list of where tires are accepted, visit [www.tsbc.ca](http://www.tsbc.ca) or call 1-866-759-0488.

**TIRES AND TUBES – BICYCLES****DROP-OFF LOCATION****PHONE**

Village Bikes (small amounts) 604-274-3865  
3891 Moncton Street

Cap's/Krusty's Bicycles 604-270-2020  
135-8460 Alexandra Road

For more information, visit [www.tsbc.ca/bike.php](http://www.tsbc.ca/bike.php) or call 1-866-759-0488.

**TOOLS - POWER (ELECTRONIC & ELECTRICAL)****DROP-OFF LOCATION****PHONE**

Richmond Recycling Depot 604-276-4010  
5555 Lynas Lane

Ironwood Bottle & Return-It Depot 604-275-0585  
110 - 11020 Horseshoe Way

OK Bottle Depot 604-244-0008  
7960 River Road

Regional Recycling 1-855-701-7171  
13300 Vulcan Way

Richmond Return-It Depot 604-232-5555  
135 - 8171 Westminster Hwy

**TOYS (ELECTRONIC & ELECTRICAL) INCLUDING VIDEO GAMING SYSTEMS & ACCESSORIES****DROP-OFF LOCATION****PHONE**

Richmond Recycling Depot 604-276-4010  
5555 Lynas Lane

Best Buy 604-273-7335  
700 - 5300 No. 3 Road

Ironwood Bottle & Return-It Depot 604-275-0585  
110 - 11020 Horseshoe Way

OK Bottle Depot 604-244-0008  
7960 River Road

Regional Recycling 1-855-701-7171  
13300 Vulcan Way

**UPHOLSTERED FURNITURE (COUCHES, ARMCHAIRS, ETC)****DROP-OFF LOCATION****PHONE**

Richmond Recycling Depot 604-276-4010  
5555 Lynas Lane

Richmond's Large Item Pick Up Program: Contact Sierra Waste at 604-270-4722. Some restrictions apply. Visit [www.richmond.ca/largeitem](http://www.richmond.ca/largeitem) for program details.

**Disposal Ban** – Banned from the landfill and recyclable through retailers, stewardship or take-back programs

**Disposal Ban** – Banned from the landfill and recyclable through the City and other services

**Not Banned** – Recyclable through the City and other services

**Not Banned** – Recycling options are available

**A fee is charged**



**CITY OF RICHMOND**

Environmental Programs Information Line:  
604-276-4010

[www.richmond.ca/recycle](http://www.richmond.ca/recycle)

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# City of Richmond

## Report to Committee

**To:** Public Works and Transportation Committee      **Date:** March 11, 2019  
**From:** Peter Russell, MCIP RPP      **File:** 10-6175-01/2019-Vol  
Senior Manager, Sustainability and District Energy      01  
**Re:** Mitchell Island Environmental Stewardship Initiatives

### Staff Recommendation

That the outreach initiatives proposed within the staff report titled "Mitchell Island Environmental Stewardship Initiatives" dated March 11, 2019 from the Senior Manager, Sustainability and District Energy, be endorsed.

Peter Russell, MCIP RPP  
Senior Manager, Sustainability and District Energy  
(604-276-4130)

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Sewerage & Drainage	<input checked="" type="checkbox"/>	
Community Bylaws	<input checked="" type="checkbox"/>	
Policy Planning	<input checked="" type="checkbox"/>	
<b>REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 



## Staff Report

### Origin

Mitchell Island is an important industrial hub within the City of Richmond that is connected to the ecologically sensitive Fraser River through the City's drainage infrastructure. Persistent environmental concerns such as spills to the environment have been noted and staff have identified an opportunity to implement an island-specific outreach program to promote environmental stewardship among local land and business owners and improve collaboration between staff and senior governments regarding management objectives on the island.

### Background

Mitchell Island is a human-made island in the North Arm of the Fraser River that is within the municipal boundaries of the City of Richmond. The 135 hectare island was created in the mid-1920s, when the channels between the former Mitchell Island, Twigg Island and Eburne Island were filled to create a single land mass. The area primarily supported fishing and agricultural activities until the early 1930s, when industrial activities began to increase. Richmond's first zoning bylaw was adopted in 1949 and officially zoned the Island for industrial use.

Mitchell Island remains zoned for industrial use and the City's Official Community Plan (2041) recognizes its socio-economic and environmental importance within the community by designating the land for industrial uses. Mitchell Island is located in the Fraser River estuary, which supports all species of Pacific salmon and an abundance of other wildlife at varying times of the year.

Mitchell Island currently hosts a variety of traditional industrial businesses such as auto wreckers but the area has begun to attract the attention of businesses from the region's emerging technology sector including bio-technology. There is an extensive network of infrastructure including a closed and open drainage network that conveys surface water to the Fraser River. The City has designated the foreshore as an Environmentally Sensitive Development Permit Area that regulates development with a review and permitting process to promote conservation of the aquatic resource. The drainage infrastructure requires a disproportionate amount of maintenance than other areas of the city to remove the excess buildup of sediment introduced by the various business operations. Considerable effort is also spent by staff responding to operational complaints including drainage impacts, spills and fires.

Council adopted the City's *Pollution Prevention and Clean-up Bylaw No. 8475* in 2009. The bylaw prohibits the introduction of polluting substances into the environment and was recently updated in 2018 to include additional provisions to respond to spill incidents. Staff propose to develop a series of community engagement initiatives to promote stewardship and improve awareness within the Island's business community regarding persistent operational and environmental concerns pursuant to Bylaw No. 8475.

## Analysis

Aquatic environments, such as the Fraser River Estuary, are particularly sensitive to the introduction of pollution due to the abundance of flora and fauna that utilize the area. Pollution has the ability to disrupt the form and function of ecosystems and is regulated by all levels of government. Staff have implemented some positive initiatives to improve non-compliant operating practices, including distributing informative material outlining eco-friendly best management practices and supporting local owners interested in improving their wastewater onsite treatment systems.

Staff document and track spills and non-compliance reports utilizing an electronic mapping resource at the City. The data is used to identify areas with persistent pollution concerns which will allow staff to monitor the success of stewardship initiatives if endorsed.

Mitchell Island is located in the Fraser River and subject to municipal, provincial and federal pollution prevention regulations. Staff understand the complexities of the Island's regulatory framework and sees an opportunity to work collectively with senior governments to align management objectives related to pollution. Staff have taken a leadership role in this regard and hosted an intergovernmental working group meeting in November 2018 that included representatives from various city departments and senior governmental departments. Staff facilitated an effective engagement session and collected valuable information from participants that is being used to support the stewardship initiatives herein and design future stewardship activities on the Island. Feedback from the event was very positive and participants were enthusiastic about the future collaboration opportunities.

Staff recognize that strengthening relationships with land owners on the Island will help to promote operational and environmental awareness and will implement the following initiatives in 2019, if endorsed:

- **Local Business Outreach:** Staff propose a local business outreach program designed to promote community stewardship and operational responsibility. A package of informative material for businesses will be distributed. Staff will focus initial efforts on businesses such as stone cutting operations, auto repair, and concrete and asphalt recyclers. Materials provided will include information on environmental expectations, industry-specific best environmental practices, and other useful resources.

Staff will host a community information session in May 2019 to launch the outreach program. Representatives from local businesses as well as regulators will be invited to begin a dialogue on management objectives and promote environmental awareness. Staff intend on taking advantage of one of Island's green spaces, overlooking the Fraser River, to host an outdoor event for stakeholders.



- **Multi-jurisdictional Collaboration:** Individual regulators typically respond independently to minor concerns with minimal input from other jurisdictions. Staff have identified an opportunity to improve collaboration among regulators.

Regular meetings with senior regulators to discuss persistent compliance concerns are proposed. It is expected that this organized approach to environmental management will improve staff efficiency, build local relationships and improve environmental responsibility among business owners and employees.

- **Environmental Monitoring:** Staff recognize the need to collect baseline information to measure the effectiveness of the outreach program. Staff will implement a simple monitoring program on the Island to collect qualitative such as vegetation assessment and quantitative information such as water quality monitoring pursuant to Bylaw No. 8475. Data will be used internally to support future outreach initiatives and improve the City's pollution tracking system. Staff intend to provide an update within one year of the launch of the program.

### **Financial Impact**

None.

### **Conclusion**

Mitchell Island is an important industrial hub in Richmond that is connected to the Fraser River by open and closed drainages that convey stormwater runoff from roads and properties. Staff have noted some operational concerns in the area and recommend initiating an island-specific outreach program intended to improve local relationships and reduce the introduction of pollution originating from the Island into the Fraser River.



Chad Paulin, M.Sc., P.Ag.  
Manager, Environment  
(604-247-4672)



# City of Richmond

## Report to Committee

**To:** Public Works and Transportation Committee  
**From:** Milton Chan, P.Eng.  
Acting Director, Engineering  
**Date:** March 21, 2019  
**File:** 10-6000-01/2019-Vol  
01  
**Re:** **Water Meter Program and Sewer Rate Update**

### Staff Recommendation

That Option 3 – Sewer Rate Cap, as outlined in the report titled “Water Meter Program and Sewer Rate Update” dated March 21, 2019, from the Acting Director, Engineering, be endorsed for use in the preparation of the 2020 utility rate options.

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

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Finance Department	<input checked="" type="checkbox"/>	
Water Services	<input checked="" type="checkbox"/>	
Sewerage and Drainage Services	<input checked="" type="checkbox"/>	
<b>REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 

## **Staff Report**

### **Origin**

This report outlines the current status of the water meter programs.

At the December 10, 2018 Regular Council Meeting, a delegation spoke in regards to sewer charges during the summer season for single-family dwellings and expressed concerns with inequities arising from different types of water usage during the summer (i.e. irrigation). Staff advised that information would be provided to Council on this matter. This concern was also raised by several other residents.

This report also brings forward options for alternative single-family sewer rate structures.

### **Analysis**

#### **Water Metering Update**

Water metering provides Richmond residents with an equitable way to pay for drinking water and supports the Official Community Plan (OCP) objective to pursue water demand management strategies and continue water conservation initiatives. The City currently meters 100% of Industrial, Commercial and Institutional (ICI) and single-family properties. To date, 46% of multi-family dwellings have been metered through a volunteer program for existing complexes and a mandatory program for new complexes.

Universal deployment of the fixed base meter reading network was endorsed by Council as part of the 2017 Capital budget process and is expected to be completed by the end of 2019. The fixed base network, or Advanced Metering Infrastructure (AMI), is a system of radio receivers and transmitters that gather real-time consumption data from water meters. This project expands the existing fixed base network to cover the entire urban area in Richmond and will ultimately read 97% of Richmond's water meter inventory. Consumption data gathered by the fixed base network will allow staff to assist in helping customers identify causes of leaks and water consumption patterns, as well as enhance revenue forecasting to inform the utility budget process.

The population of Richmond has increased by 18% since 2003, while total water consumption in the City has decreased. By reducing water consumption, the City achieved a cost reduction of over \$10M in Metro Vancouver water and sewer charges in 2018 alone. This is a strong validation that water metering and conservation efforts to date are having a positive impact.

#### **Single-Family Water Metering**

Single-family dwellings are universally-metered. In 2018, approximately 82% of these customers saved money compared to the flat rate, with an average savings of approximately 47%.

Multi-Family Water Metering

The multi-family water meter program consists of a mandatory program for new complexes and a volunteer program for existing complexes. Mandatory metering of new multi-family complexes began in 2005, and 238 complexes (13,317 dwelling units) have been metered under this program. Volunteer metering of existing multi-family complexes began in 2010, through which 146 complexes (9,117 dwelling units) have been metered. Interest in the volunteer multi-family water meter program has decreased over time. In 2018, only three complexes volunteered for water meters. To date in 2019, two complexes have volunteered.

As of January 2019, 46% of the multi-family dwellings have been metered, 98% of which saved money in 2018, averaging a 48% savings compared to the flat rate.

Table 1 is a tabulation of the multi-family residential inventory and their water metering status.

Table 1. Multi-Family Inventory (January 2019)

Type	Number of Complexes	Number of Units	Number of Complexes Metered	Number of Units Metered	% of Units Metered
Townhouse	557	17,123	222	5,476	32%
Apartment	304	31,904	162	16,958	53%
<b>Total</b>	<b>861</b>	<b>49,027</b>	<b>384</b>	<b>22,434</b>	<b>46%</b>

The City subsidizes the installation of water meters for volunteer multi-family complexes up to the greater of \$1,200 per unit or \$100,000 per complex for the installation cost. If the installation cost exceeds the subsidy, the strata complex is required to pay the difference.

Currently, multi-family complexes that install a water meter are eligible for a two-year guarantee. If metered water charges exceed the flat rate in the first two years of the meter install, the complex will only be responsible for the flat rate charge. In addition, the two-year guarantee would then be extended to a five-year guarantee to allow residents more time to adjust water use habits and fix leaks without financial risk.

The remaining flat rate multi-family dwellings (54%) are the only properties yet to be metered for water, representing approximately 15% of the City's overall water consumption.

### Fixed Base Meter Reading Network

Over the last four years, funding for the water meter program has been largely utilized for the universal single-family water meter program, water meter upgrades, and the fixed base network. The universal single-family water meter program is now completed, and water meter upgrades and the fixed base network will be complete by 2020.

Over the last five years, Metro Vancouver's water rate has increased by 15%. Furthermore, Metro Vancouver approved financial plans that indicate this trend will continue at an increasing rate. Increasing Metro Vancouver water cost is the primary driver for the City's water utility rates, accounting for approximately 60% of the City's water rate.

By the end of 2019, 82% of the City's water consumption will be metered. Staff will continue to pursue options to improve water usage data collection, including real-time monitoring through the fixed base network.

Some of the benefits of the fixed base network include:

- Expanding staff ability to proactively assess and notify metered residents of leakage through an enhanced leak detection program;
- Allowing detailed monitoring of consumption habits amongst customer classes; and
- Determining aggregate water usage by unmetered properties.

This will allow the City to adjust the flat and metered rates more equitably.

### Sewer Rate Options

Metered customers pay for the water they use as opposed to flat rate customers who pay a fixed fee for the services. Metered customers are currently charged for sewer based on their water consumption.

Metered single-family home owners that have higher water use in the spring and summer, due to irrigation and other outdoor uses, will see a corresponding increase in their sewer charge. Some home owners have complained that this is inequitable as the water used outdoors does not generally enter the sanitary sewer system.

Unlike water meters, residential sewer meters are not a practical solution on the basis of additional cost, lack of accuracy in sewer metering technology, inaccessibility, and complexity of installation and maintenance.

Four options for sewer rate strategies have been reviewed, focusing on Q2 (April to June) and Q3 (July to September) for single-family dwellings. All options represent full cost recovery for the sewer utility resulting in zero net impact to revenues. To achieve this, the sewer rates are proposed to be redistributed across all customer classes.

The sewer rate options are outlined below.

#### Option 1 – Average Using Two Quarters

The sewer charges in Q2 and Q3 are stabilized by applying an average of the water consumption in Q4 and Q1. Sewer usage is based on an average of the two previous winter quarter water usage.

Key considerations:

- Conservative winter water users can reduce sewer charges for the rest of the year.
- Introduces inequity for customers with variable usage patterns (e.g. absence in winter months).

#### Option 2 – Average Using Three Quarters

The highest usage is observed in Q3 compared to the rest of the year. The sewer charges in Q3 are stabilized by applying an average of the water consumption recorded in Q4, Q1, and Q2.

Key considerations:

- Conservative water users can reduce sewer charges for Q3.
- Equity is more balanced than Option 1.
- Introduces inequity for customers with variable usage patterns (e.g. absence in winter months).
- 

#### Option 3 – Sewer Rate Cap (Recommended Option)

Sewer charges are billed based on water usage up to a cap. The cap is equivalent to the sewer flat rate and only applied in Q3.

Key considerations:

- Maintains the principle of a user-pay system.
- Manages equity by only affecting high water users.
- For Q3, high water users would pay the same rate for sewer as unmetered properties being charged the flat rate.
- Aligns with existing First-Year Guarantee Program for new water meters. The City offers an adaptation period where customers can apply for a credit if the metered rate exceeds the flat rate over the first year of meter installation.

#### Option 4 – Status Quo

Sewer charges remain the same, using water meter readings as the proxy for sewer consumption with no cap.

Key considerations:

- Higher incentive for water conservation during the summer season.
- Irrigation and outdoor uses, which do not typically flow into the sewer system, is charged for sewer use.

The rate impacts associated with each option all represent full cost recovery for the sewer utility. Staff expect zero impact to net revenues from the proposed rate structure change; however, costs will be redistributed amongst the customer classes.



Depending on the option, costs are expected for additional customization to the tax and utility billing system beyond existing functionality. These costs will be included when the 2020 utility rates are brought forward for consideration later this year and are estimated to be approximately \$20,000.

Implementing a new sewer rate structure will impact all property classes and rates. A comparison of the estimated sewer rate impacts based on the approved 2019 rates is provided in Table 2.

Table 2. Average Annual Sewer Charges

Options for Sewer Charges	Metered				Flat Rate			
	Residential	Townhouse	Apartment	Industrial, Commercial, Institutional	Residential	Townhouse	Apartment	*Industrial, Commercial, Institutional
Approved 2019 Rates	\$349	\$233	\$177	\$3,093	\$455	\$416	\$347	N/A
Option 1	\$290	\$243	\$183	\$3,229	\$475	\$434	\$362	N/A
Option 2	\$296	\$241	\$182	\$3,204	\$471	\$431	\$359	N/A
Option 3 (Recommended)	\$299	\$241	\$181	\$3,196	\$470	\$430	\$358	N/A

\*ICI is fully metered

Staff recommend that Option 3 - Sewer Rate Cap be used as the basis for preparing the 2020 utility rate options that will be brought forward for consideration later this year.

### Financial Impact

There are no financial impacts.

### Conclusion

Residential water meter programs have had continued success, improving the City's sustainability efforts while reducing costs for residents. The City remains a leader in metering infrastructure in the Metro Vancouver region. By the end of 2019, Richmond will have successfully metered approximately 82% of water use in the City and the fixed base network will be fully deployed. The industrial, commercial, and institutional (ICI) and single-family residential sectors are universally metered. Remaining flat rate multi-family dwellings can participate in the volunteer multi-family meter program at their discretion; however current uptake on this program is low. Water conservation initiatives implemented by the City have played a significant role in reducing the amount of drinking water consumed daily. Having greater control over water consumption extends the life of existing infrastructure and defers the need for new capacity-based capital infrastructure projects.

March 21, 2019

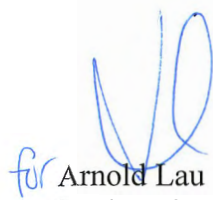
- 7 -

Various options for single family sewer rates have been analyzed, and staff recommend that Option 3 - Sewer Rate Cap be used as the basis for preparing the 2020 utility rate options that will be brought forward for consideration later this year.



Jason Ho, P.Eng.  
Manager, Engineering Planning  
(1281)

JH:al



for Arnold Lau  
Engineering Technician  
(4178)



# City of Richmond

## Report to Committee

**To:** General Purposes Committee  
**From:** Carli Williams, P.Eng.  
Manager, Comm Bylaws and Licencing  
**Date:** March 29, 2019  
**File:** 12-8080-12-01/Vol 01  
**Re:** Non-Farm Use Fill Application - 21800 River Road (Yee)

### Staff Recommendation

That the Non-Farm Use Fill Application proposed for the purpose of developing a vegetable farm and the corresponding staff report titled "Non-Farm Use Fill Application for the Property Located at 21800 River Road (Yee)", dated November 14, 2018 (Attachment 1), be referred to the Agricultural Land Commission (ALC) for the ALC's review and decision as all reporting requirements specified by the City have been satisfied by the proponent.

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

Att. 2

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Engineering Finance Sustainability Law	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
<b>REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 

## Staff Report

### Origin

This report provides information on the following referral from the General Purposes Committee meeting held on January 9, 2019:

*That the non-farm use (NFU) fill application submitted by Joanna Yee for the property located at 21800 River Road for the purposes of developing a vegetable farm and the corresponding staff report titled “Non-Farm Use Fill Application for the Property Located at 21800 River Road (Yee)” dated November 14, 2018, be referred back to staff for information on (i) water drainage issues, (ii) permit fees, (iii) the standard of soils deposited, and (iv) inspection protocols.*

### Background

The City of Richmond (the “City”) is in receipt of a soil deposit application (the “Application”) submitted by Joanna Yee (the “Applicant”) for the property located at 21800 River Road (the “Property”). The stated intent of the Application is to place soil on the Property to improve the Property’s agricultural capability for the purpose of developing a vegetable farm.

The Property is situated within the Agricultural Land Reserve (the “ALR”) and is subject to provisions of the *Agricultural Land Commission (ALC) Act, ALR Use, Subdivision, and Procedure Regulation* (the “Regulation”), and the City’s *Soil Removal and Fill Deposit Regulation Bylaw No. 8094* (the “Bylaw”). The Application to deposit soil is considered to be a non-farm use by the ALC.

Pursuant to applicable provincial regulations, non-farm use soil deposit applications require Council authorization to be referred to the ALC for their review and approval. As such, a non-farm use soil deposit application must be submitted to the City for review and a decision from Council. Should the Application be referred to the ALC and should it subsequently be approved by the ALC, the Applicant would be required to satisfy the requirements of the Bylaw before a soil deposit permit would be issued by the City.

### Analysis

The Property is located at 21800 River Road and is zoned AG1 (Agriculture). The Property is currently not in agricultural production.

The Applicant is applying to deposit 6,750 cubic metres of topsoil over approximately 0.9 hectares (ha) of the 1.79 ha Property in order to produce vegetables for local consumption. This would increase the elevation of the proposed fill area by approximately 0.6m. The Applicant estimates that the duration of the project will be six months.

Referral Item (i)*Water Drainage*

The City's drainage system servicing the Property is functioning as designed. Water issues on the Property are a result of the Property's existing low elevation relative to the natural water table.

The engineer-of-record (K. Peter Jarvenpaa, P. Eng.) representing the Applicant concluded that "during the winter and spring seasons the water table can be close to (or at) the native ground elevation" (Attachment 2). In Mr. Jarvenpaa's opinion, "it is not possible to naturally drain the site to achieve this distance between growing medium and water table without raising the ground elevation."

In addition, it is the opinion of the agrologist-of-record (Dr. John Paul) that the Property has an agricultural capability limited to cranberry production due to the high water table. It is Dr. Paul's opinion that the increased elevation will improve the Property's ability to grow other crops such as vegetables as proposed by the Applicant.

A site Grading Plan was provided by the Applicant that outlines how drainage will be implemented upon final completion of the soil deposit project. City Engineering staff have reviewed the Grading Plan and associated documents and have no concerns with the conclusions provided by Mr. Jarvenpaa.

Referral Item (ii)*Permit Fees*

The City's soil deposit and removal application fee is \$600. The City also collects two separate refundable security deposits that total to a maximum of \$15,000 as permitted under the Bylaw. The security deposits are collected to ensure the provisions of Bylaw and all other terms and conditions of the soil deposit permit are satisfied, which include, but are not limited to, ensuring roadways and drainage systems are kept free and clear of material.

The Committee also inquired about options to recover costs to administer the Bylaw and to ensure compliance. Within the current Bylaw, the City is limited in what it may require of the applicant to ensure a project has been completed in full compliance with an approval.

Referral Item (iii)*Standard of Soils Deposited*

When the ALC considers a soil deposit and/or removal proposal, they are assessing if a proposal will enhance the agricultural capability of a subject property. The ALC is primarily concerned with the agricultural viability of the site. As such, the ALC will determine if the soil proposed to be deposited is essential/suitable to improve the agricultural capability of a property.

In order to ensure only approved soil of a specified quality is imported and deposited, the ALC typically issues approvals outlining protocols to be followed prior to deposition. Such protocols

may include, but not be limited to, inspection and reporting of source sites by the agrologist-of-record prior to importation. City staff monitor to ensure the agrologist is providing required reports and ensuring that the agrologist is retained throughout the duration of the project. In addition, City staff conduct spot inspections on a regular basis to ensure that the Applicant, agent (if one has been retained), and contractor(s) are upholding the conditions of the City permit and ALC approval.

Staff will require a closure report from the agrologist following completion of the project to ensure full compliance with the terms of the approval.

#### Referral Item (iv)

##### *Inspection Protocols*

In respect to inspection protocols by City staff, when a soil deposition and/or removal project is approved, the ALC will typically regulate some ancillary activities/impacts associated with the project such as setbacks to neighbouring properties and invasive species. The ALC typically does not regulate or address impacts to municipal roads, public safety, City designated Environmentally Sensitive Areas, Riparian Management Areas, or other City strategies.

While ALC staff may work with the local government to ensure that any potential impacts are mitigated, which may include but are not limited to, erosion and sediment control issues or impacts to City infrastructure, such activities/impacts are left to the local government to regulate and inspect, typically through requiring the landowner to obtain a soil deposit and/or removal permit from the local government.

#### **Financial Impact**

None.

#### **Conclusion**

Staff are recommending that the Non-Farm Use Fill Application for the property located at 21800 River Road (Yee)" dated November 14, 2018, be referred to the ALC to determine the merits of the proposal from an agricultural perspective as the proponent has satisfied all of the City's current reporting requirements.



Mike Morin  
Soil Bylaw Officer  
(604-204-8625)

MM

- Att. 1: Non-Farm Use Fill Application for the Property Located at 21800 River Road - Yee (14 Nov 2018)  
2: Agricultural Fill Deposit Permit Application (CD 43803/ALC ID 54835) Response to AAC Comments (ref: site drainage) (30 Aug 2018)





# City of Richmond

## Report to Committee

**To:** General Purposes Committee **Date:** November 14, 2018  
**From:** Carli Williams **File:** 12-8080-12-01/Vol 01  
 Manager, Community Bylaws and Licencing  
**Re:** Non-Farm Use Fill Application for the Property Located at 21800 River Road (Yee)

### Staff Recommendation

That the non-farm use fill application submitted by Joanna Yee for the property located at 21800 River Road for the purposes of developing a vegetable farm and the corresponding report titled "Non-Farm Use Fill Application for the Property Located at 21800 River Road (Yee)" dated November 14, 2018, be referred to the Agricultural Land Commission (ALC) for the ALC's review and decision.

Carli Williams  
 Community Bylaws and Licencing  
 (604-276-4136)

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Engineering	<input checked="" type="checkbox"/>	
Finance	<input checked="" type="checkbox"/>	
Sustainability	<input checked="" type="checkbox"/>	
Law	<input checked="" type="checkbox"/>	
Policy Planning	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	
<b>REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 

## Staff Report

### Origin

The City of Richmond (the “City”) is in receipt of a soil deposit application (the “Application”) submitted by Joanna Yee (the “Applicant”) for the property located at 21800 River Road (the “Property”). The Application to deposit soil is considered to be a non-farm use by the Agricultural Land Commission (ALC). The intent of the Application is to place soil on the Property to improve the Property’s agricultural capability for the purpose of developing a vegetable farm.

The Property is situated within the Agricultural Land Reserve (ALR) and as such is subject to provisions of the *ALC Act, ALR Use, Subdivision, and Procedure Regulation*, and the City’s *Soil Removal and Fill Deposit Regulation Bylaw No. 8094* (the “Bylaw”).

Pursuant to applicable provincial regulations, non-farm use soil deposit applications require Council authorization to be referred to the ALC for their review and approval. As such, a non-farm use soil deposit application must be submitted to the City for review and a decision from Council. Should the Application be referred to the ALC and should it subsequently be approved by the ALC, the Applicant would be required to satisfy the requirements of the Bylaw before a soil deposit permit would be issued by the City.

This report supports Council’s 2014-2018 Term Goal #8 Supportive Economic Development Environment:

*8.3 The City’s agricultural and fisheries sectors are supported, remain viable and continue to be an important part of the City’s character, livability, and economic development vision.*

### Analysis

The Property is located at 21800 River Road and is zoned AG1 (Agriculture). The current zoning permits a wide range of farming and compatible uses consistent with the provisions of the *ALC Act, ALR Regulation* and the City’s *Official Community Plan (OCP)* and *Zoning Bylaw 8500*.

The Applicant is applying to deposit 6,750 cubic metres of topsoil over approximately 0.9 ha of the 1.79 ha site in order to produce vegetables for local consumption. The Applicant estimates that the duration of the project will be six months.

### Uses on Adjacent Lots

- To the North: Fraser River
- To the East: ALR – Land is in agricultural production
- To the South: ALR – Land is in agricultural production
- To the West: ALR – Land is not in agricultural production

Table 1: Existing Property Information and Proposed Changes

Item	Existing	Proposed
Owner (006-177-051)	Joanna (Yui) & Anthony (Kam) Yee	No change
Applicant	Joanna (Yui) & Anthony (Kam) Yee	No change
Authorized Agent	Dennis Beckrud	No change
Lot Size	1.79 hectares (4.41 acres)	No change
Land Uses	Not in production	Vegetable production
OCP Designation	Agriculture	No change
ALR Designation	Property is within the ALR	No change
Zoning	AG1	No change
Riparian Management Area (RMA)	15.0 meters RMA	No change

### Project Overview

The total project area of the Property is approximately 1.79 hectares (4.41 acres). The Property is currently not in agricultural production. An assessment of the property by the proponent's professional Agrologist (the "Agrologist"), maintains that historically "there is little evidence of agricultural activity" on the Property.

The stated reason for importing topsoil:

- To place soil on the Property to improve the Property's agricultural capability for the purpose of developing a vegetable farm.

The Property's soils have been mapped as EM-BU. EM refers to Embree soil, which is a medium textured deltaic deposit containing organic strata. BU refers to Blundell soil, which consists of 15-40 cm of organic material over medium textured deltaic sediments. The agrologist report (Attachment 1) states the agricultural capability of the soils on the Property is Class 4 which limits what type of crops may be grown on the Property. The capability assessment highlights that the low elevation of the Property leads to wet soil conditions which undermines productivity as confirmed by the Agrologist. The objective is to improve the quality of the soil to a Class 2 soil which is soil deemed to have "minor limitations that require good going management practices or slightly restrict the range of crops, or both" (Source: Land Capability Classification for Agriculture in B.C., 1983).

The proposed scope of the project involves placing 6,750 cubic metres of topsoil over approximately 0.9 ha of the Property (approximately 965 truckloads). The fill depth will be approximately 0.6m deep. The agrologist advises that the proposed placement of the topsoil will improve the Property's ability to produce crops and raise the level of the land which will improve drainage and reduce soil saturation.

The proposal includes stripping soil previously placed on the Lands without approval and re-using the soil for creating an access road. The Applicant will be required to ensure the access road is built as per requirements within the ALC's *Bylaw No. 2 – Placement of Fill in the ALR*.

The Applicant has stated that the proposed duration of the project will be six months. City staff note that the proposed duration may be longer depending on availability of the appropriate type of soil required to complete the project.

The Agrologist concludes the following:

*"[T]he agricultural capability [of the Property] will increase to a Class 2, depending on the quality of the topsoil that can be placed on [the] property."*

#### Richmond Agricultural Advisory Committee Consultation

The Agricultural Advisory Committee (AAC) discussed the proposal on February 1, 2018 and September 13, 2018.

Following the September 2018 meeting, the AAC introduced and passed the following motion:

*That the Agricultural Advisory Committee supports the soil deposit application at 21800 River Road given the improvement of farmable land subject to the following conditions:*

- a) That the frequency of inspections by City Staff is every 1,500 cubic meters or every six months, whichever comes earlier; and*
- b) That a legal agreement is registered on title to ensure in the event that the land is sold, the obligation is transferred to the new owner to complete the project.*

#### Staff Comments

City staff have prepared a comprehensive soil deposit permit (the "Permit") that addresses a number of key issues, including but not limited to, protection of the surrounding Riparian Management Areas (RMA), public safety, drainage, eliminating impacts to neighbouring properties and City infrastructure, security deposits, and the permitted hours/days of operation.

Staff are recommending that in addition to the regulations within the Bylaw, that the importation of soil be restricted from occurring on Saturdays, in addition to Sundays, statutory holidays, and between the hours of 6:00 p.m. and 8:00 a.m. in order to ensure appropriate monitoring of the project by City staff. Such a restriction would be included within the Permit conditions; however, the restriction would not limit the Applicant or contractor(s) from undertaking earthmoving and other associated project work on the Property outside the permitted days and hours for importing soil.

The Applicant will be required to maintain an accurate daily log of trucks depositing soil on the Property. This log will be made available for inspection by City staff when requested. At the sole discretion of the City, alternate measures may be required of the Applicant (i.e. topographic survey) in order to establish the volume of soil deposited on the Property following completion of the project.

As per the conditions of the proposed Permit, security deposits required by the City will not be returned until all conditions, as stated in the Permit and the ALC approval, should one be granted, are satisfied in their entirety, to the satisfaction of the City. City staff are to conduct a final inspection and receive confirmation in writing from the Applicant's qualified professional(s) and the ALC, that the project has been completed as approved prior to returning the security deposits.

Staff will recommend to the ALC as a condition of approval, that the Applicant be required to post a performance bond in a form and amount deemed acceptable by the ALC. The performance bond should be of a sufficient amount to ensure that the project and all required monitoring measures are completed as proposed and to ensure the rehabilitation of the Property in the event the project is not completed. The performance bond will be held by the ALC.

Staff will also recommend to the ALC that the project be monitored by a professional Agrologist and that the Agrologist provides quarterly inspection reports to the City and ALC or upon request by ALC and/or City staff. This will be a separate condition within the Permit.

Should approval be granted by the City and ALC, City staff shall maintain consistent monitoring of the Property to ensure compliance with the conditions of the Permit and ALC approval.

#### *Drainage & Geotechnical Considerations*

A site Grading Plan has been reviewed and accepted by City Engineering staff. In addition, a topographic survey has been provided.

The Applicant has also provided a geotechnical assessment of the proposal. The report recommends the necessary steps to be undertaken by the Applicant in order to mitigate any slope stability or settlement concerns on the neighbouring properties arising from the fill. Engineering staff are satisfied with the plan as outlined and the Permit conditions will identify requirements stipulated in the assessment.

Permit conditions will provide staff the latitude to request a geotechnical report at any time should the Manager of Community Bylaws or designate consider it necessary. Staff will require a closure report from the geotechnical engineer following completion of the project.

#### *Environmental Considerations*

The proposed soil deposition is outside of the Riparian Management Area (RMA) that runs along River Road; however, the open watercourse adjacent to the River Road right-of-way is a protected RMA.

Should a permit be granted, the Applicant shall be required to take all necessary precautions to prevent sedimentation from reaching the RMA or any stream, creek, waterway, watercourse, ditch, drain, catch basin, culvert, or manhole either on or adjacent to the Property. City staff will inspect to ensure compliance prior to the importation of any soil. There will be a separate condition within the Permit that requires that such measures be sustained throughout the duration of the project.

The Applicant is exempt from an Environmentally Sensitive Area Development Permit (ESA DP) as a Farm Plan was provided to the City consistent with the exemptions permitted in the Official Community Plan. In order to mitigate any damage to the stand of conifer trees located on the neighbouring property to the west, the Applicant shall, as a condition of the Permit, provide a minimum 3.0m setback between the toe of the proposed fill slope and the west property line.

The City has no record of Schedule 2 activities on the property as defined by the Contaminated Sites Regulation. Schedule 2 of the Contaminated Sites Regulation outlines commercial and industrial activities which have a greater potential to contaminate a site than non-scheduled activities and typically have additional provincial permitting requirements associated with development.

#### *Agricultural Considerations*

The proponent has provided a Farm Plan (Attachment 2) as required by the City. The Farm Plan outlines the cost of the project, the means of irrigation, planting plan, etc. In addition, the proponent has retained a professional agrologist and submitted an agrologist report outlining the proposal.

Bruce McTavish (MSc, MBA, PAg, RPBio) has reviewed the proposal on behalf of the City and has provided recommendations to staff that will be incorporated into the soil deposit permit issued by the City, should approval be granted.

Should the proposal be approved, the City will require that a qualified agrologist be retained to monitor the project and provide regular reporting. Regular reporting will include that the agrologist inspect the soil at the source site(s) prior to delivery to ensure that only topsoil is delivered to the site.

Should an agrologist not be retained or cease providing regular oversight and reporting, the City would reserve the right, as per the Permit conditions, to suspend and/or void the Permit until such time as a new qualified agrologist, agreeable to both the City and ALC, is retained to monitor the project and provide regular reporting.

#### *Road & Traffic Considerations*

A traffic management plan will be required to be submitted and approved by the City's Transportation Department prior to the City issuing the Permit. The City shall require that all trucks importing soil enter and exit River Road from the east end at Westminster Highway. Traffic control measures must be in accordance with the "Traffic Control Manual for Work on Roadways" as published by the Highways Engineering Branch, BC Ministry of Transportation and Highways and per Traffic Bylaw No. 5870.

Should the soil deposit project receive approval, additional permit conditions will require that the Applicant provide the City the following security bonds:



- \$5,000 pursuant to section 8(d) of the current Boulevard and Roadway Protection Regulation Bylaw 6366 to ensure that roadways and drainage systems are kept free and clear of materials, debris, dirt, or mud resulting from the soil deposit activity; and
- \$10,000 pursuant to section 4.2.1 of the current Soil Removal and Fill Deposit Regulation Bylaw No. 8094 to ensure the full and proper compliance with the provisions of this Bylaw and all other terms and conditions of the Permit.

### **Financial Impact**

None.

### **Conclusion**

Staff recommend that Council refer the non-farm use application to deposit soil on the property located at 21800 River Road to the ALC for the Commission's review and consideration.



Mike Morin  
Soil Bylaw Officer, Community Bylaws  
(604-204-8625)

MM

Att. 1: Agrologist Report (02 Aug 2017)  
2: Farm Plan (submitted May 2017)



Agrologist's Report for 21800 River Road, Richmond, British Columbia

August 2, 2017

## Introduction

The purpose of this report is to provide a professional agrologist's report supporting an application remediate a 0.9 ha section of a 1.8 ha property in the Agricultural Land Reserve in the City of Richmond that will enhance the value of agricultural land for growing vegetable crops. The area where fill was deposited will be remediated to restore it for agricultural use. The soil deposit will not have negative impacts on neighbouring properties.

The area proposed to be filled on this property has mainly drainage limitations because of its very low elevation of approximately 7 m, which floods during freshet. It has no apparent history of agricultural production and has had some fill added to the property a number of years ago.

This soil fill deposit will be on a 0.9 ha of the property and will provide some topsoil to allow crops to be grown. The existing imported aggregate fill will be removed, and some of it will be used for an access road. It is anticipated that the property can be improved from its Class 4 Capability to Class 2 with the addition of quality topsoil. It is anticipated that good quality topsoil can be obtained from either UBC development lands or other development nearby.

This application for 6,750 cubic meters of primarily good quality topsoil is for an area of approximately 9,000 sq m on the southern part of the property.



Figure 1. Aerial view of the property (Google Earth) outlining the property boundary and the fill area (shaded)

John W. Paul, PhD, P.Ag 3911 Mt. Lehman Rd. Abbotsford, BC V2T 5W5 Phone (604) 302-4367  
Email: [transform@telus.net](mailto:transform@telus.net)

This report is prepared by John Paul, Ph.D, P.Ag., who has extensive training and experience in all aspects of soil science, including soil chemistry, physics and classification, soil fertility and biochemistry. Dr. Paul has been working with soil deposit permits and other soils related work since 1998.

### **Property Description**

According to information from the City of Richmond, the property has a civic address at 21800 River Rd, Richmond, V6V 1M4. It consists of a 1.79 ha parcel zoned AG1 in the ALR. The legal description is PID 006-177-051, LT 1 Sec 34 Blk 5N RGE 4W, New Westminster District Plan 7445.

### ***Agricultural History of Property***

This property is located in the Agricultural Land Reserve. There is little evidence of any agricultural activity on this property.



*Figure 2. Aerial view of property in 2002 (Google Earth)*



### *Land Uses on Neighbouring Properties*

Land use on the property to the east is a vegetable farm. This is the farm that would like to expand to this property at 21800 River Rd. One of the limitations to growing vegetables on the property to the east is the high water table in the spring that delays spring planting until the water recedes in June.

To the west is a largely undeveloped agricultural property with some fill that was added. To the south are cranberry fields. The Fraser River is located to the north.

### **Soil Description**

The soils on this property is classified as a EM-RU b in the area proposed to receive fill, and a LU-RC a in the southern half of the property (Luttmerding 1980).

EM refers to Embree soil, which is a medium textured deltaic deposit containing organic strata. BU refers to Blundell soil, which consists of 15-40 cm of organic material over medium textured deltaic sediments. The topography may be gently undulating.

Towards the south of the property, there is a combination of LU-RC. Lulu (LU) soil consists of 40-160 cm of partially decomposed organic material over moderately fine textured deltaic deposits. Richmond soil (RC) consists of 40-160 cm of well decomposed organic material over moderately fine deltaic deposits. The topography on the southern half of the property is level.

There has been some import of structural material on the north half of the property. Although it is of unknown origin, it does appear to be clean and devoid of debris and garbage.

The southern part of the property is designated by the City of Richmond as an environmentally sensitive area, likely



Figure 3. Soil type on and near 21800 River Rd., Richmond

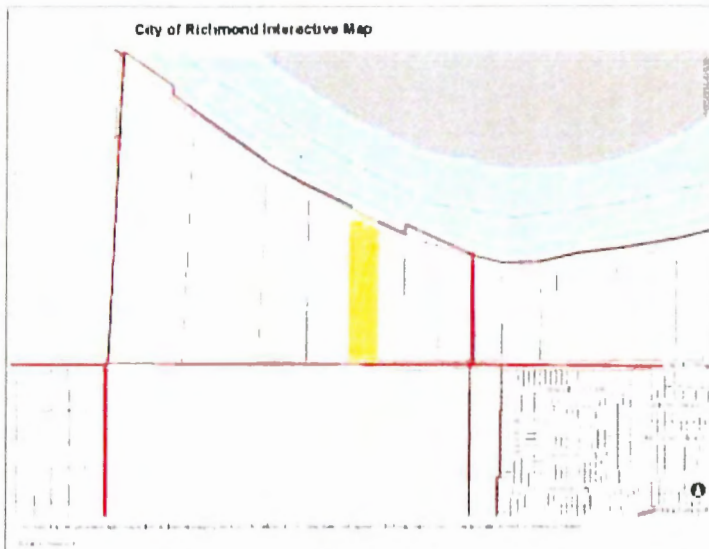


Figure 4. Map of property (shaded in yellow) showing the environmentally sensitive areas (cross hatched in green), as well as the close proximity to residential development (City of Richmond map).

due to the peat (organic soils) on this part of the property.

### Soil Capability Classification for Agriculture

The agricultural capability of the soils on this property is depicted as Class 4 W, where Class 4 land is *"land in this class has limitations that require special management practices or severely restrict the range of crops, or both"* (BCMOE 1983).

The capability subclasses according to the Land Capability Mapping includes W (which confirms that the soil remains wet due to its very low elevation).

We expect that the agricultural capability will increase to a Class 2, depending on the quality of the topsoil that can be placed on this property.

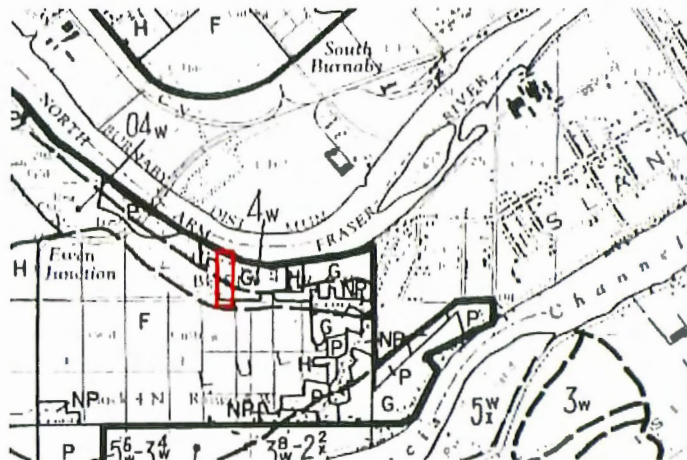


Figure 5. Agricultural capability of the property.

### Site Inspection June 28, 2016

I visited the property on June 28, 2016. The photographs from this visit will be used to describe this property.

Figure 6 shows the fill that has been placed over some of the property. The depth of this fill is approximately 1 meter, based on visual observation relative to the neighbouring property. This fill will need to be removed as it was deposited over the native topsoil in order to allow the property to be farmed.

The fill that has been brought onto the property appears to be free of garbage or other foreign material. It is also evident that this material will not impede drainage in any way.



Figure 6. View of the property looking north from approximately 200 m from the roadway.



This imported fill appears to be suitable for an access road on the property.

Figure 7 shows the vegetable production on the property to the east. The existing topsoil is of excellent quality, however, as discussed with the farmer utilizing this property, the high water resulting from the spring freshet makes it difficult to grow crops before June.

The farmer growing vegetables on the property to the east is also planning to grow vegetables on the subject property and is anticipating being able to establish production earlier in the season.



*Figure 7. View of the property immediately to the west of 21800 River Rd., showing successful vegetable production, even though it is established after the freshet in June.*

Figure 8 shows the view of the properties to the west of 21800 River Rd.



*Figure 8. View of western portion of the property from the southwest corner of the property along 272St*



## **The Soil Remediation Plan**

The goal of the soil remediation plan is to remove the existing imported fill. Most or all of it will be able to be used for an access roadway. Additional topsoil to overcome some of the drainage and flooding issues will allow agricultural production to occur on this area of the property. The result will be a gently sloping field with adequate drainage and ditching to remove excess water effectively.

The property elevations will be integrated with the ditches on the east and west boundaries of the property to ensure that the soil will not cause drainage concerns on neighbouring properties.

Sketches showing the existing elevations, the work area, and the cross sections are attached.

The estimated volume of fill required is 6,750 cubic meters.

## **Recommended Fill**

### ***Topsoil***

A minimum of 0.6 m of good quality topsoil is required to be imported onto this property. This is important for the agricultural value of the property as well as to provide adequate organic matter for soil microorganisms and moisture retention.

The characteristics of any imported topsoil will include:

Textural range: < 70% sand, < 70 % silt, < 30% clay

Minimum organic matter content: 4%

% Coarse fragments allowed (> 2 mm diameter) < 5% - no sticks or stones larger than 5 cm

Electrical conductivity: < 2 dS/m

We recommend a soil analysis from a reputable local lab – for example Pacific Soil Analysis

Manufactured topsoil is not permitted.

## **Soil Deposit Plan**

Only fill as approved by the professional agrologist will be accepted on this property.

The property owner/contractor is responsible for maintaining a record of the amount of soil being imported. The property owner also takes full responsibility of the quality of the soil being deposited.

The professional agrologist has the right to refuse any topsoil, or require it to be removed if it is deemed unacceptable.

## **Access and Internal Transportation**

Access to the work area will be from the existing driveway on River Rd.

## **Dust and Mud Control**

If the fill project is not completed during the dryer summer months, a wheel wash or a coarse gravel pad consisting of a 200 mm depth of 50-90 mm sized rock will be installed to reduce the risk of soil and mud being deposited on the road.

**Drainage**

The owner/contractor will ensure at all times that adequate drainage is maintained on the property. Adequate erosion control will be maintained along property boundaries and drainage ditches.

**Vegetative Cover**

The work area will be vegetated as soon as possible after the soil is deposited, particularly along the property boundaries and along the ditches to minimize the risk of erosion. The entire work area will be protected by silt fencing to prevent soil erosion.

**Operational Conditions**

The drawings and soil quantities as prepared in this professional agrologist's report will govern the work. The work will be carried out in phases within the work area, which will be confirmed in consultation with the professional agrologist.

The time period for the work will be two years, depending on the availability of soil and time of year.

The professional agrologist will preapprove all soil that will enter the property. All imported soil will be from pre-approved sites. The professional agrologist retains the right to order any imported soil to be removed from the property if it is deemed unsuitable.

The contractor/landowner will be responsible for maintaining an accurate record of the quantity of soil entering the property.

The contractor/landowner will be responsible for submitting load counts and soil volumes to the local municipality as well as any applicable fees.

Any water runoff from the work areas will be controlled to ensure that there are no negative effects on the environment or on neighbouring properties.

**Professional Agrologist Reporting Requirements**

A professional agrologist will be required to inspect the site monthly, and submit a progress report to the ALC bimonthly when work is actively underway.

A professional agrologist will be required to submit a final inspection report indicating that the property has been improved for agriculture as per plan.

**Risk Assessment and Bonding Requirements**

There are minimal risks associated with this fill plan because the site is small. Potential risks include managing the fill that had already been imported onto the property, poor quality of soil imported to the site, not enough topsoil provided, and erosion management in the ditches. The risks increase if the site is active during the winter months when more precipitation is expected.

I suggest a security of \$ 1,000 to meet the requirements of the Agricultural Land Commission.

This report has been prepared by John Paul, Ph.D, P.Ag



I certify that I have conducted the field observations and confirmed the information provided.

### ***References***

British Columbia Ministry of the Environment. 1983. Land Capability Classification for Agriculture in British Columbia. MOE Manual 1. Surveys and Resource Mapping Branch and Ministry of Agriculture and Food – Soils Branch.

Luttmerding, H.A. 1980. Soils of the Langley-Vancouver Map Area. Volume 1. British Columbia Soil Survey Report No. 15

Luttmerding, H.A. 1981. Soils of the Langley-Vancouver Map Area. Volume 3. British Columbia Soil Survey Report No. 18

## Farm Plan for 21800 River Road Richmond BC

### Site Description:

1.79 ha parcel at 21800 River Road Richmond BC V6V 1M4

### Legal Description:

1 SEC 34 BLK5N RG4W PL 7445  
 Richmond Key: 344 Address: 21800 River Rd Zoning: AG1  
 Property Roll: 010943059 PID: 006-177-051 Plan: 7445

**Owner / Operator:** Joanna Yee      Current Land use: Dormant

### Soil Capability Classification for Agriculture:

The agricultural capability of the soils on this property is depicted as Class 4 W, where Class 4 land is *"land in this class has limitations that require special management practices or severely restrict the range of crops or both"* (BCMOE 1983).

### Soil Description:

The soils on this property are classified as EM-RU b and LU-RC a. EM refers to Embree soil, which is a medium textured deltaic deposit containing organic strata. BU refers to Blundell soil, which consists of 15-40 cm of organic material over medium textured deltaic sediments. Lulu (LU) soil consists of 40-160 cm of partially decomposed organic material over moderately fine textured deltaic deposits. Richmond soil (RC) consists of 40-160 cm of well decomposed organic matter over moderately fine deltaic deposits.

### Soil Management Rationale:

By grading structural fill materials and crowning with organic top soils, this property can return to full production of local produce.

### Uses and Crops:

Season 1 and Season 2 will be growing pesticide-free garden vegetables. By year 3, I would like to incorporate specialty hops for local markets.

### Drainage:

The property is bordered on all 4 sides with ditches and a dyke. The property structural fill will be graded the length of the property, providing a high point crown in the middle. The land will slope from the crown to the perimeter ditches at 1.5 degrees pitch. More detailed information is included in the Agrologist and Geotech's reports.

**Irrigation:**

The scale of operation allows for the use of the properties existing water service. The water is distributed through pvc piping with drip-feeds in the garden beds.

**Planting Plan:**

Due to the low-lying elevation of the property, moisture does not allow for planting until late May or early June. I will be growing tomatoes, cucumbers, zuchinni, carrots and kale in the front half of the garden this year. I will market my produce through my gardening neighbours network and utilize his labour when neccessary.

**Financials****Startup Expenses:**

Richmond City Permit	\$1600.
Agrologists Report	\$1050.
Topographic Survey	\$500.
Goetechnical Report	\$2100.
Manpower / Labour	\$1300.
Water distribution Supplies	\$800.
Starter Plants	\$800.
Equipment Rentals / Installation	\$8000.
	-----
	\$16,150.

**Projections:**

1st year	4600lbs @ .75 /lb wholesale	\$3500. gross sales
2 <sup>nd</sup> year	6000lbs @ .75 /lb wholesale	\$4500. gross sales
3 <sup>rd</sup> year	6000lbs @ .75 /lb wholesale	\$4500. gross sales
4 <sup>th</sup> year	6000lbs @ .75 /lb wholesale	\$4500. gross sales
5 <sup>th</sup> year	6000lbs @ .75 /lb wholesale	\$4500. gross sales
	hops sales	\$5000. gross sales
6 <sup>th</sup> year		\$9500. gross sales
7 <sup>th</sup> year		\$11500. gross sales
8 <sup>th</sup> year		\$11500. gross sales
9 <sup>th</sup> year		\$12500. gross sales
10 <sup>th</sup> year		\$12500. gross sales



1080 Douglas Crescent  
Burkeville, BC, V7B 1E7  
604.760.7524

30 August, 2018

**SIP File: 18-249**

**City of Richmond**

6911 No. 3 Rd.  
Richmond, BC  
V6Y 2C1

**Attn:** Mr. Mike Morin  
Soil Bylaw Officer

**Re:** 21800 River Road  
Agricultural Fill Deposit Permit Application (CD 43803 / ALC ID 54835)  
Response to AAC Comments (ref: site drainage)

Mr. Morin,

We write to respond to the Agricultural Advisory Committee's comments and questions regarding site drainage noted at the February 1, 2018 AAC meeting when this application was last discussed.

We understand that the property owner intends to use southern part of the subject property for vegetable farming. We further understand from the Ministry of Agriculture's feedback at the last AAC meeting that the growing medium for vegetables needs to be a minimum of 0.5m above the water table.

Based on our site visits and information collected, the historical site native ground elevation of the subject property is quite low, and during the winter and spring seasons the water table can be close to (or at) the native ground elevation.

From a civil engineering perspective, it is not possible to naturally drain the site to achieve this distance between growing medium and water table without raising the ground elevation. To confirm, drains, ditches, or berms around the perimeter of the property would not achieve this due to the nature of the ground water table in the area.

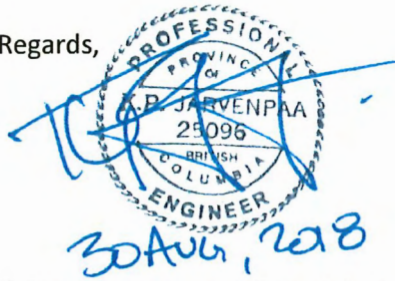
This has been colloquially confirmed through discussions with Mr. Dennis Beckrud, the farmer who has been actively managing the farm next to the subject property for several years. The neighbouring farm has not had any imported fill placed and is still at "native" ground elevation. Mr. Beckrud has noted that the ground is usually too wet to plant until late spring when the ground water table is lower, and shorter growing season is a result.



We also understand from the project's Professional Agrologist that this property has had unapproved fill placed at some point in the past, and that the proposed application will include on-site management of the unapproved fill, integrating it appropriately into the final site usage; please refer to the report prepared by Transform Land & Soil Investigation for further details.

We trust the foregoing meets with your needs. Thank you for your consideration.

Regards,



K. Peter Jarvenpaa, P.Eng., Principal  
Sea Island Projects  
[PJarvenpaa@SealIslandProjects.ca](mailto:PJarvenpaa@SealIslandProjects.ca)  
604.760.7524

CC: J. Yee, Property Owner  
J. Paul, Transform Land & Soil Investigation  
D. Beckrud



Sea Island Projects  
1080 Douglas Crescent  
Burkeville, BC, V7B 1E7

# Recovering Climate Costs

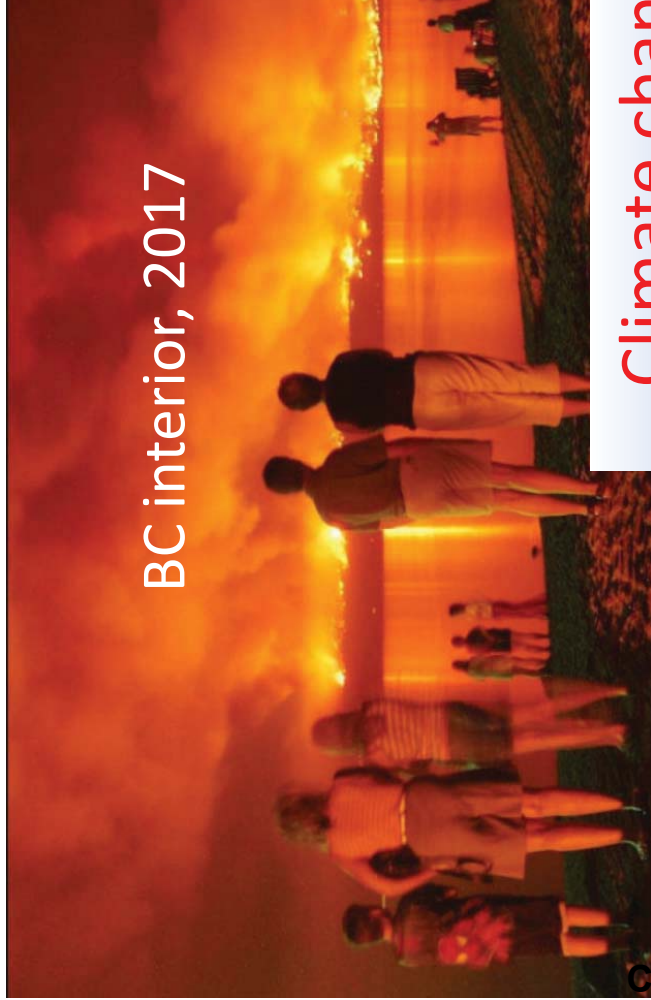
Presentation to City of Richmond

Apr. 23, 2019

Gordon Cornwall, for West Coast Environmental Law



BC interior, 2017



Grand Forks, 2018



Climate change is here,  
it's *costly*,  
and it's going to cost more.

Fort MacMurray, 2016



Vancouver, 2018



### *Some examples:*

#### Record BC wildfire season in 2017

- **\$668M** in fire fighting costs (not counting military) <sup>1</sup>
- 1.2 M hectares forest lost
- 400,000 hectares rangeland damaged
- hundreds of homes and other structures destroyed
- impact on tourism economy
- physical and mental health impacts on British Columbians from smoke inhalation and anxiety
- ***New record in 2018 (here and in California)***

#### New and enhanced infrastructure to combat rising sea levels in Metro Vancouver:

- **\$9.5B** for dykes, sea-gates, property acquisition <sup>2</sup>

#### Potential costs of a Fraser River flood:

- **\$32.7B** in interrupted cargo shipments, commercial and residential damages, etc. <sup>3</sup>

<sup>1</sup> Globe and Mail, "[BC wildfires stoked by climate change, likely to become worse: study](#)," Jan 9, 2019.

<sup>2</sup> BC Ministry of Forests, Lands and Natural Resource Operations, "[Cost of Adaptation - Sea Dikes & Alternative Strategies](#)," October 2012.

<sup>3</sup> Fraser Basin Council, "[Lower Mainland Flood Management Strategy - Phase 1 Summary Report](#)," May 2016.

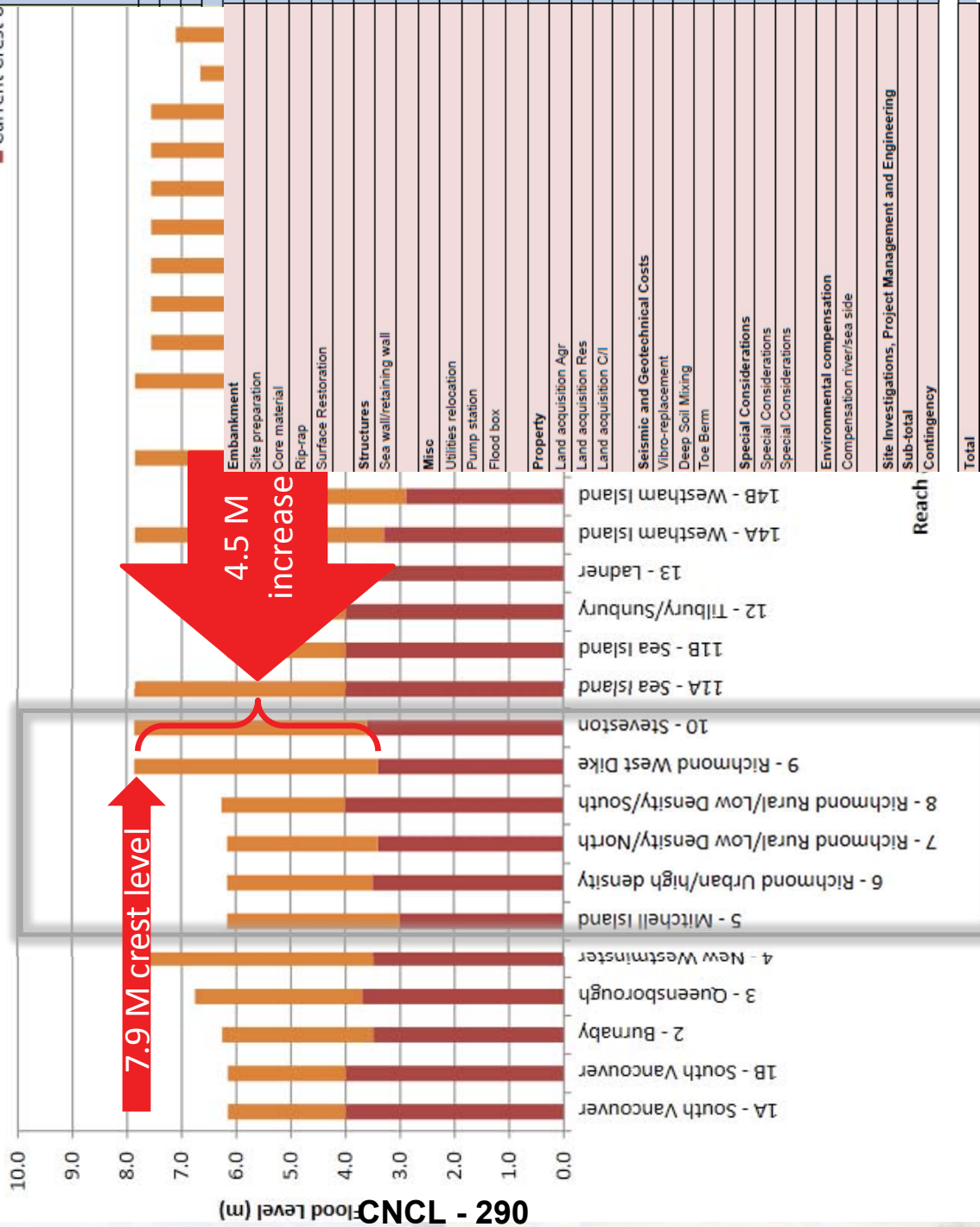


# RICHMOND RISKS

Rising sea levels

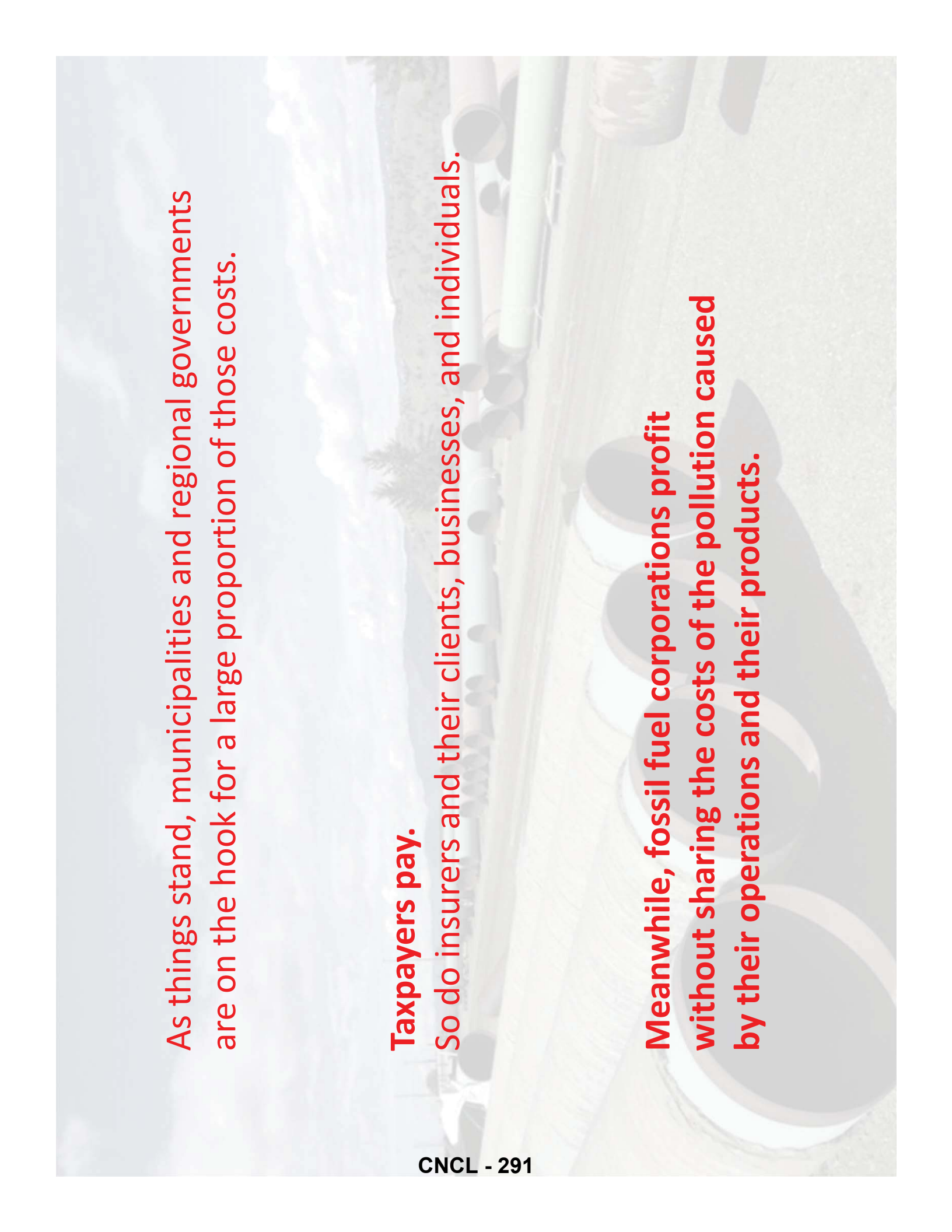
Fraser River flooding

At-risk areas: "low lying shoreline with no dyke"



**\$3.98**





As things stand, municipalities and regional governments are on the hook for a large proportion of those costs.

**Taxpayers pay.**

So do insurers and their clients, businesses, and individuals.

**Meanwhile, fossil fuel corporations profit without sharing the costs of the pollution caused by their operations and their products.**



CNCL - 292

PRICE OF  
CLIMATE

# Climate Change Is Forcing the Insurance Industry to Recalculate

Insurers are at the vanguard of a movement to put a value today on the unpredictable future of a warming planet

The global insurance industry has raised premiums, and is increasingly refusing to cover damages due to sea level rise, storm surges and flooding.

The State of Florida was forced to set up its own insurance pool to protect against losses from windstorms, thereby transferring risk to its taxpayers.

Los Angeles Times, Jun 16, 2014.



# Moody's for first time warns cities to address climate change or face credit downgrades

*Texas, Florida, Georgia and Mississippi are among the states most at risk from climate change*

Nov. 30, 2017

'In a report to its clients Tuesday, Moody's Investors Service Inc. explained how it incorporates climate change into its credit ratings for state and local bonds. If cities and states don't deal with risks from surging seas or intense storms, they are at greater risk of default.

"What we want people to realize is: **If you're**

**exposed, we know that.**

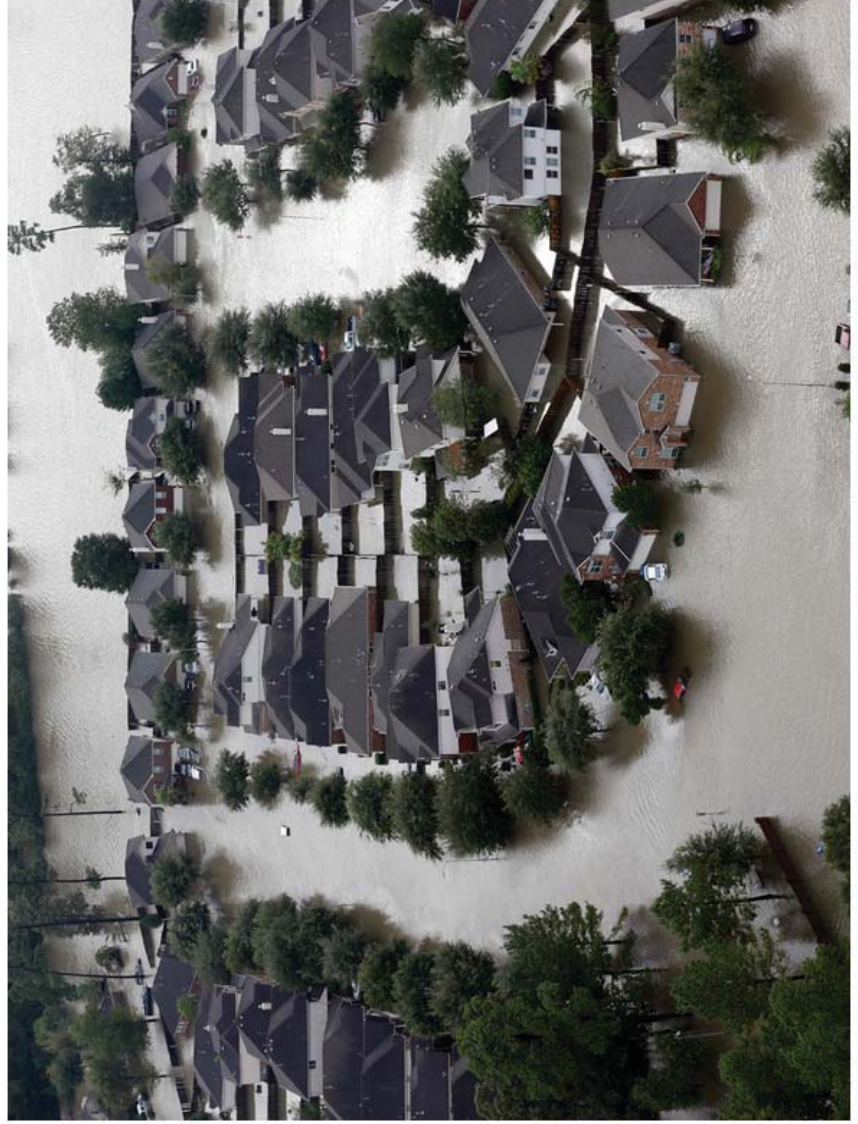
**We're going to ask**

**questions about what**

**you're doing to mitigate**

**that exposure,"** Lenny

Jones, a managing director at Moody's, said in a phone interview. "That's taken into your credit ratings."



## Some cities are managing their exposure by suing companies that have contributed the most to climate change.

Sept. 19, 2017: [San Francisco and Oakland sue for damages](#) in California Superior Court from five fossil fuel companies over sea level rise. Case dismissed June 25, 2018. The cities appealed.

Dec. 20, 2017: [Santa Cruz and Santa Cruz County file lawsuits](#) in California Superior Court against 29 fossil fuel companies, seeking compensation for climate change-related damage.

Jan. 9, 2018: [New York City files suit](#) in federal court against five fossil fuel companies over climate change-related costs. Dismissed July 19, 2018. NYC appealed Nov 8, 2018.

Jan. 22, 2018: [City of Richmond, California files lawsuit](#) in California Superior Court against 29 fossil fuel companies.

April 17, 2018: In Colorado, the city of [Boulder](#), [Boulder County](#) and [San Miguel County](#) [file a lawsuit](#) in District Court seeking to hold Exxon and Suncor accountable for costs related to climate change.

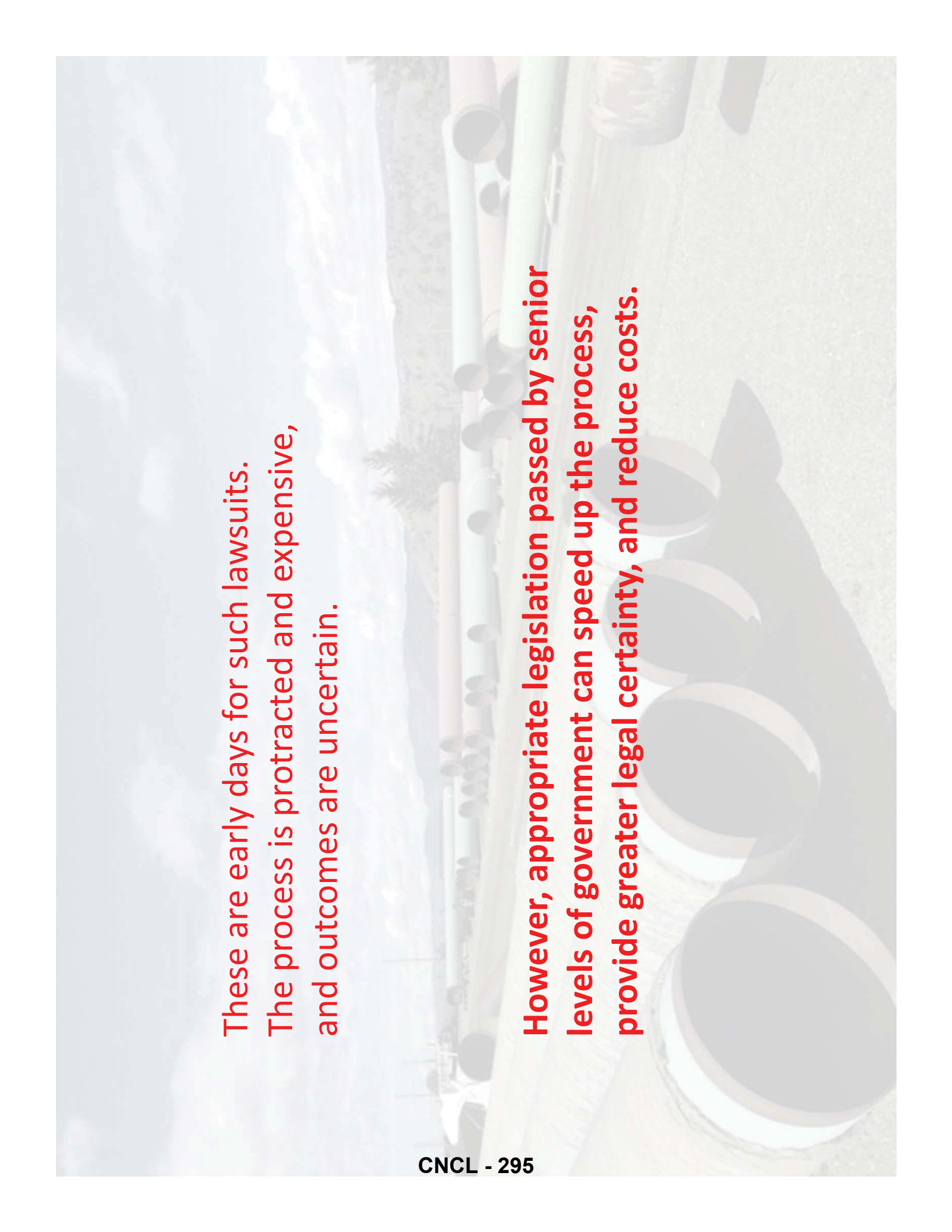
July 20, 2018, [Baltimore](#) [sues](#) 26 fossil fuel companies in Maryland state court for putting their investment in waterfront infrastructure at risk. <sup>1</sup>

February, 2018, Paris, France, passed a resolution “to examine suing oil and gas companies to pay for the costs of climate impacts.” <sup>2</sup>

Nov 14, 2018, California crab fishermen associations file suit against 30 fossil fuel companies for harm caused to California’s fisheries by ocean warming. <sup>3</sup>

1. [“Fossil Fuels on Trial: Where the Major Climate Change Lawsuits Stand Today,”](#) Insideclimatenews.org, accessed Nov 15, 2018.
2. [“Paris, Inspired by New York City, Considers Climate Suit Against Oil Companies,”](#) ClimateLiabilityNews.org, accessed June 8, 2018.
3. [“Claws out: crab fishermen sue 30 oil firms over climate change,”](#) The Guardian, Nov 14, 2018, accessed Jan 9, 2019.



The background of the slide features a faded image of large, stacked pipes in the foreground, with a mountain range and a cloudy sky in the background.

These are early days for such lawsuits.  
The process is protracted and expensive,  
and outcomes are uncertain.

**However, appropriate legislation passed by senior  
levels of government can speed up the process,  
provide greater legal certainty, and reduce costs.**



## Bill 21

An Act respecting civil liability for climate-related harms

Mr. P. Tabuns

Private Member's Bill

1st Reading      March 26, 2018  
2nd Reading  
3rd Reading  
Royal Assent

To this end,  
NDP MPP  
Peter Tabuns  
introduced  
Bill 21 to the  
Ontario  
legislature  
in March  
2018.  
(Reintroduced  
in October, 2018  
as Bill 37.)



## Key excerpts from the Ontario Bill

### Strict liability for climate-related harms

2 (1) Every corporation, partnership, trust or other entity that is engaged in the production of fossil fuels and to which a globally detectable level of greenhouse gas emissions can be attributed, as determined in the regulations, is strictly liable for climate-related harms that occur in Ontario.

### Level of greenhouse gas emissions

(2) The determination of a producer's level of greenhouse gas emissions shall be based on,

- (a) emissions resulting from the producer's production of fossil fuels; and
- (b) emissions resulting from the use of those fossil fuels.

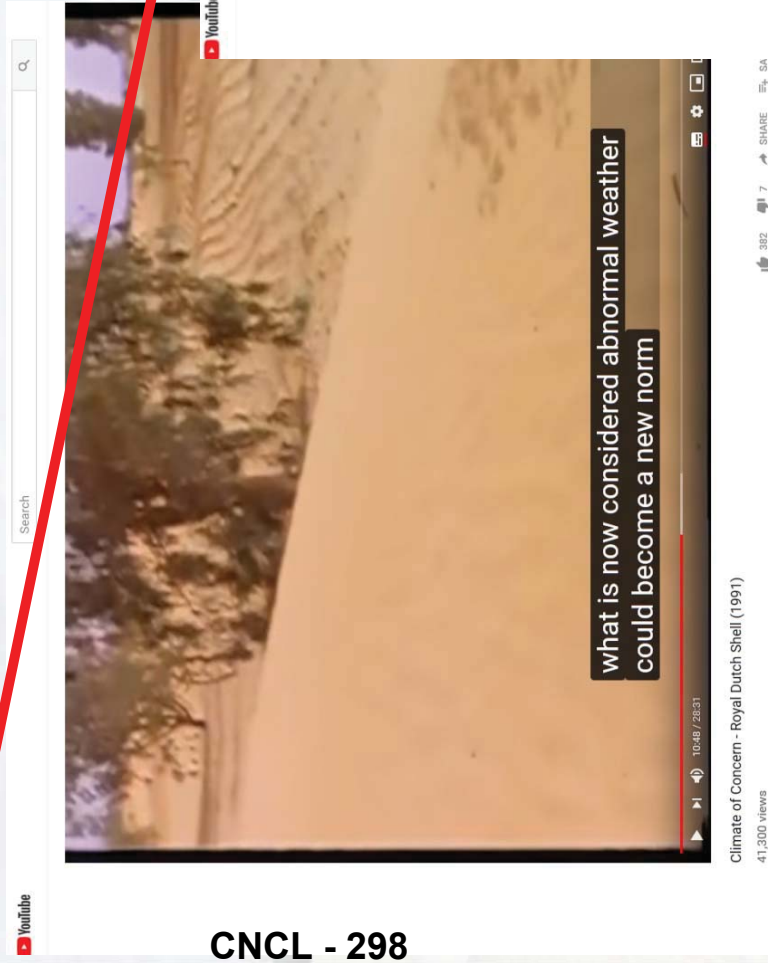
"climate-related harms" means harms arising from climate change, including, without limitation,

- (a) economic loss or physical loss of property, infrastructure, structures, resources, or other assets,
- (b) the costs associated with obtaining and maintaining insurance reasonably required due to the risk of the losses described in clause (a),
- (c) death, injury, illness or other physical or psychological harms and the costs associated with treating or caring for persons suffering from them,
- (d) harm related to ocean acidification,
- (e) loss of land or damage to infrastructure due to rising sea levels, including slow-onset loss,
- (f) the costs of monitoring, researching and analysing the climate and the weather if the costs are reasonably incurred to provide information about the effects of climate change and appropriate adaptation measures,
- (g) the costs of responding to emergencies arising from natural disasters associated with climate change,
- (h) the costs of constructing, renovating, repairing or improving infrastructure in order to minimize further such harms and costs, and
- (i) the costs of carrying out public education campaigns to inform the public about reducing and avoiding such harms and costs; ("dommages liés au climat")

In the 1970's, the largest fossil fuel companies knew their products caused climate change. But they suppressed that information, and spread doubt about the science.

In their eight-month-long investigation, reporters at InsideClimate News interviewed former Exxon employees, scientists and federal officials and analyzed hundreds of pages of internal documents. They found that the company's knowledge of climate change dates back to July 1977, when its senior scientist James Black delivered a sobering message on the topic. "In the first place, there is general scientific agreement that the most likely manner in which mankind is influencing the global climate is through carbon dioxide release from the burning of fossil fuels," Black told Exxon's management committee. A year later he warned Exxon that doubling CO<sub>2</sub> gases in the atmosphere would increase average global temperatures by two or three degrees—a number that is consistent with the scientific consensus today. He continued to warn that "present thinking holds that man has a time window of five to 10 years before the need for hard decisions regarding changes in energy strategies might become critical." In other words, Exxon needed to act.

*Scientific American, Oct 26, 2015*



*Stills from "Climate of Concern," an educational video produced by Royal Dutch Shell in 1991 (with YouTube subtitles).*





### Same

(3) Even if the costs described in clauses (f) to (i) of the definition of “climate-related harms” in section 1 have not yet been incurred, subsection (1) applies with respect to those costs if the court determines that they are reasonably required for the planning, initiation or completion of the activities mentioned in those clauses.

### Evidentiary matters

3 (1) In determining whether particular harms or costs constitute climate-related harms and in determining the quantum of damages or costs related to them, the court may have regard to,

- (a) scientific or statistical information or modelling;
- (b) historical experience; and
- (c) information derived from relevant studies, including information derived from sampling.

### Evidence re climate change causing particular events

(2) In a case in which it is alleged that a particular weather event, flood or other event or series of such events was caused by climate change, evidence that climate change has doubled the likelihood of that type of event occurring is sufficient to demonstrate, on a balance of probabilities, that the event was caused by climate change or that climate change worsened the impact of the event.

### Regulations

4 The Lieutenant Governor in Council may make regulations respecting,

- (a) the determination of the greenhouse gas emissions that can be attributed to a producer; and
- (b) the determination of whether a producer’s greenhouse gas emissions level is globally detectable.

### Commencement

5 This Act comes into force on the day it receives Royal Assent.

### Short title

6 The short title of this Act is the *Liability for Climate-Related Harms Act, 2018*.

The contributions of individual fossil fuel companies to increased atmospheric GHG concentrations can be determined, as a measure of their responsibility for climate change. A 2014 peer-reviewed study by Rick Heede, published in the journal Climatic Change, identified 90 entities that have contributed nearly 2/3 of the CO<sub>2</sub> and methane that has been released into the atmosphere since the start of the industrial era.<sup>1</sup>

Studies of this kind can be used to assign legal responsibility fairly to individual companies.

1. Heede, Richard, "Tracing anthropogenic carbon dioxide and methane emissions to fossil fuel and cement producers, 1854–2010", Climatic Change, Jan 2014.

Top 20 investor- and state-owned entities and attributed CO <sub>2</sub> & CH <sub>4</sub> emissions 2010				
Entity	2010 EmissionsMtCO <sub>2</sub> e	Cumulative 1854–2010MtCO <sub>2</sub> e	Percent of Global1751–2010	
1. Chevron, USA	423	51,096	3.52%	
2. ExxonMobil, USA	655	46,672	3.22%	
3. Saudi Aramco, Saudi Arabia	1,550	46,033	3.17%	
4. BP, UK	554	35,837	2.47%	
5. Gazprom, Russian Federation	1,371	32,136	2.22%	
6. Royal Dutch/Shell, Netherlands	478	30,751	2.12%	

Excerpt from  
Executive Summary  
on [Carbon Majors website](#), accessed  
June 8, 2018

The background of the slide features a faded image of large, stacked pipes, likely for industrial or construction use, set against a backdrop of a cloudy sky. The pipes are arranged in a way that suggests a large-scale project or infrastructure development.

Under the current BC government, Climate Liability legislation similar to Bill 21 might have a good chance of passing.

**Would that be helpful to the City of Richmond?**





We respectfully ask Council to consider taking two actions:

- 1. Send Climate Accountability Letters to the twenty largest fossil fuel companies**
- 2. Sign on to the letter to Premier Horgan requesting Climate Liability legislation.**

April 17, 2019

His Worship Malcolm Brodie and Councillors,  
City of Richmond

Dear Mayor Brodie and Councillors,

Thank you for agreeing to hear our delegation on *Recovering Climate Costs*, which I, a volunteer with West Coast Environmental law, along with Dustin Klaudt of Power Law and Anna Barford of Georgia Strait Alliance, will present at the April 23<sup>rd</sup> regular council meeting. Our presentation concerns how municipalities can defend against costs of climate change. Accompanying this letter are several supporting documents.

Climate change is no longer just a future threat. Municipalities now face mounting costs due to rising sea levels, wildfires, and spring flooding. Richmond, a city already on the forefront of the fight against climate change, confronts \$3.9B of the \$9.5B which must be spent to combat sea level rise in Metro Vancouver, according to a 2012 BC government report<sup>1</sup>. And a 2016 report from the Fraser Basin Council says that the risks of catastrophic floods – both winter coastal floods and Fraser River spring freshets – are increasing because of climate change, with potential damages as high as \$32B.<sup>2</sup>

Some municipalities and other groups are trying to recover costs by suing fossil fuel companies for harms resulting from greenhouse gas emissions. Such lawsuits are expensive, protracted, and uncertain. But the time, cost and risk can all be reduced if senior levels of government enact appropriate legislation, such as the Liability for Climate Related Harms bill which was introduced to the Ontario legislature in 2018.

West Coast Environmental Law's Climate Law in Our Hands campaign aims to help protect local governments from high climate costs, while hastening the transition to a sustainable energy economy by sucking some of the profits out of the fossil fuel industry. It has two main parts.

The first part invites municipalities to send Climate Accountability letters to the twenty largest fossil fuel companies, which are collectively responsible for 29.4% of historic greenhouse gas emissions.<sup>3</sup> A Climate Accountability letter from the City of Richmond would ask the fossil fuel companies to pay their fair share of Richmond's climate-related costs. Its purpose is, first, to put the companies on notice that you expect them to share these costs for which they bear significant responsibility, and second, to increase public awareness and spark a conversation on the subject of how climate costs should be paid.

The second aim of the campaign is to persuade the BC government to enact Climate Liability legislation holding fossil fuel companies liable for a fair share of the harms caused by greenhouse gas emissions from their operations and products. If enacted, this provincial legislation would make it easier and less costly for municipalities, including Richmond, to sue fossil fuel companies for the recovery of costs related to human-caused climate change – costs

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<sup>1</sup> BC Ministry of Forests, Lands and Natural Resources Operations, "Cost of Adaptation – Sea Dikes & Alternative Strategies," 2012.

<sup>2</sup> Fraser Basin Council, "Lower Mainland Flood Management Strategy – Phase 1 Summary Report," 2016.

<sup>3</sup> Heede, Richard, "Tracing anthropogenic carbon dioxide and methane emissions to fossil fuel and cement producers, 1854–2010", Climatic Change, Jan 2014.

which otherwise would devolve on the municipalities and their taxpayers – and give you greater certainty of success.

Our delegation will ask Council to consider taking two actions:

- (1) sending Climate Accountability Letters to the 20 largest fossil fuel companies.
- (2) endorsing a letter, prepared by West Coast Environmental Law, to the Province of BC requesting the government to enact Climate Liability legislation to hold fossil fuel companies strictly liable for a share of the climate-related harms caused by their operations and products.

I should emphasize that we will *not* ask Richmond to launch a legal action. The purpose of Climate Accountability legislation is to establish a legal framework which would strengthen your hand if there ever were a prospect of a lawsuit (which would likely be a joint action with other municipalities). The stronger your position in law, the better your chances of settling favourably out of court.

The accompanying documents are:

- 1) **Climate Accountability Letters: An Introduction for Local Governments**, a West Coast Environmental Law background on the whys and wherefores of sending accountability letters to fossil fuel companies.
- 2) Template for a **Climate Accountability Letter** addressed to fossil fuel companies from a municipality.
- 3) A few examples of Climate Accountability letters sent by other BC municipalities.
- 4) A spreadsheet with names and addresses of the 20 fossil fuel companies responsible for the greatest greenhouse gas emissions historically.
- 5) **Bill 21, An Act Respecting Civil Liability for Climate-Related Harms**. This private member's bill introduced by Peter Tabuns to the Ontario legislature is a model for the legislation we propose in BC.
- 6) **A sign-on letter addressed to Premier John Horgan requesting Climate Liability legislation**. We will ask the City of Richmond to consider signing on to this letter, along with other BC municipalities and community groups.

We appreciate the opportunity to speak to Council on this subject, and look forward to the evening of April 23.

Best Regards,

A handwritten signature in blue ink, appearing to read "Gordon Cornwall". The signature is fluid and cursive, with a large loop at the end.

Gordon Cornwall

Volunteer, West Coast Environmental Law  
1048 Canyon Blvd.,  
North Vancouver, BC  
V7R 2K4

604-970-3843



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# CLIMATE ACCOUNTABILITY LETTERS

## AN INTRODUCTION FOR LOCAL GOVERNMENTS

Andrew Gage, Staff Counsel

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“Wildfires. Drought. Flooding. Rising sea levels. Climate change is already reshaping and impacting BC communities in profound and frightening ways. As unchecked fossil fuel pollution continues to push global temperatures ever higher, we are frightened for our communities, for communities around the world, and for the world we leave our children. Vulnerable groups - the poor, Indigenous communities, women and children - are often hardest hit by climate impacts.” – Letter from BC Community Groups to Local Governments, 25 January 2017

On 25 January 2017, over 50 community groups from around BC – organizations focused on health, faith, human rights and environment – wrote to all of BC’s local governments asking that they take action to hold the fossil fuel industry accountable for its role in causing climate change and in the climate costs being caused by fossil fuel pollution.

In the short term, we are asking your municipality (or regional district) to send “Climate Accountability Letters” to 20 of the world’s largest fossil fuel companies asking them to pay for climate costs that are being incurred by your community. This brief will answer some questions that you may have about why your community should send these letters.

### Why does it matter to your community?

All our communities are facing a rising tide of costs, debt and claims for disaster relief arising from the many effects of climate change. With more frequent wildfires, 100-year storm events now coming every 25 years, snowpacks and aquifers disappearing, our communities are spending scarce taxpayer dollars to prepare for and respond to climate change. The situation is only going to get worse.

As it stands, the costs of building climate resilient communities fall to the taxpayer, as do the costs of re-building communities after floods or fires. Municipal governments bear much of the burden for these climate costs, because municipal infrastructure is frequently affected. In at least one case, municipalities in the U.S. were sued (by their insurers) for failing to prepare adequately for known climate impacts.<sup>1</sup>

It is time to ask whether taxpayers alone should be solely responsible to pay climate adaptation and damage costs, or whether costs should be shared with the companies that have made billions of dollars creating this situation. The products and operations of the **20 fossil fuel companies** are collectively responsible for roughly 30% of the greenhouse gases in the atmosphere today. That greenhouse gas pollution is changing the climate, and costing your community money as it is forced to respond and adapt.

It is essential that we have this conversation now. Communities need to know how much they can expect the fossil fuel industry to pay for their climate costs. The fossil fuel industry and its investors need to be able to make informed decisions about the future of the industry once they factor in the real costs of their activities.

## Why does it matter to our planet?

Fighting climate change only works when everyone does their fair share. We all share the same precious atmosphere.

Right now the world's largest fossil fuel companies are making hundreds of billions of dollars from products that cause greenhouse gas pollution and put communities around the world at risk. There are powerful economic incentives for those companies, their investors and the governments of the world to continue producing fossil fuels without regard to the consequences for our planet. In many cases these companies have known since the late 1960s that their products were likely causing climate change. Since that time many have funded climate misinformation and lobbied hard against global rules that would protect our communities from climate change.

When companies make massive profits from pollution and products that cause pollution, this is known as an “externality.” It creates an economic system where some parties make money while the rest of us pay for the harm that they cause. Conversely, when companies are made to pay for the harm they cause, they, and their investors and governments, will start to have questions about the profitability of the industry.

Our efforts to reduce the greenhouse gases of our own communities (or even our own country) will only be a small drop in the global bucket. But if our communities demand accountability from **global** fossil fuel companies, the industry will finally have an incentive to stop opposing climate action – or, better yet, to start working for a sustainable future.

## What is a Climate Accountability Letter?

A Climate Accountability Letter is a letter written by the representatives of a community to a fossil fuel company asking them to be accountable for the harm caused to that community by their operations and products. These letters are extremely flexible. A community can decide which climate impacts they wish to highlight, whether to demand that the company pay its fair share of current, or future, climate impacts or demonstrate its accountability in some other way.

We provide templates for accountability letters for your community to adapt on the climate law in our hands website.<sup>ii</sup> We also provide a spreadsheet with the addresses and share of global greenhouse gas emissions of 20 of the world's largest fossil fuel companies.

## Is this within local government jurisdiction?

Municipalities and regional districts are incurring and will continue to incur costs related to climate change. Prudent management of their financial resources requires local governments to at least consider the possibility that some of those costs can be recovered from fossil fuel companies and, if appropriate, to take steps to do so.

One of the purposes of municipalities (according to the BC Community Charter) is “fostering the economic, social and environmental well-being” of the community – so Council also has a clear mandate to play its part in addressing climate change globally.



## Why target fossil fuel companies?

Some argue that we're all responsible for climate change, but if so, surely we can agree that some of us are more responsible than others?

In 2013 a peer-reviewed paper "Tracing anthropogenic carbon dioxide and methane emissions to fossil fuel and cement producers, 1854–2010"<sup>iii</sup> estimated the emissions from the operations and products of 90 entities – primarily fossil fuel companies. Just 20 of those fossil fuel companies – the 20 that we are asking you to write to – are responsible for almost 30% of the fossil fuels in the global atmosphere today.

But for the actions of these companies in extracting fossil fuels from the ground, and (in many cases), processing, transporting, marketing, and selling them for use by end consumers, these emissions would not have

ended up in our atmosphere. That's doubly true if you consider the impact of some of these companies in lobbying against action on climate change and in funding public misinformation on climate science. Had these companies acted, when they learned of the science of climate change in the 1960s, to shift the economy towards renewable energy, we would live in a very different, and more sustainable, society.

In addition, a focus on local impacts caused by fossil fuel companies creates new opportunities for local communities to have a global impact. Rather than focusing only on reducing the comparatively small amounts of greenhouse gases created in our own communities, we can also have a conversation about 30% of global emissions.

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## Shouldn't the Canadian (or BC) government be taking action?

Yes, of course all levels of government should be taking action to fight climate change. But the Canadian and BC governments still rely on the fossil fuel industry in many ways – from campaign contributions to hopes of economic growth.

The fact that the senior levels of government have not yet taken action to hold fossil fuel polluters accountable does not mean that local governments cannot take action to recover their own climate costs. Indeed, a community concerned about local costs of climate change may be more willing to show leadership to protect its residents and environment, and may be more willing to

have a discussion about the role of the fossil fuel industry in contributing to those costs.

Sometimes when people look to the provincial or federal governments for climate leadership, they are looking for regulation of sources of greenhouse gases. While such regulation is important, such laws can only regulate emissions or other activities that take place in Canada (or in BC). The claims for compensation related to climate accountability that we recommend use legal tools that can cross borders and address global sources of emissions.

### **Do you drive cars (or use gas)?**

In response to the 25 January 2017 letter, three mayors independently wrote to us with variations on the message that if we use fossil fuels, we cannot ask for the fossil fuel industry to be held accountable.

We are not denying that individuals play a role in reducing their own greenhouse gas emissions (while recognizing that the options available to individuals to entirely eliminate their fossil fuel use in today's society are limited). Nor are we suggesting that fossil fuels could be eliminated tomorrow.

What we are suggesting is that the responsibility of fossil fuel companies is at least as great as that of the individual, and they should pay their fair share of the costs. We are further suggesting that once the industry realizes that it may be required to pay its fair share, there will be a powerful incentive for the system to change – creating more options for individuals seeking to reduce their greenhouse gas emissions. This is a crucial step in helping society as a whole move away from gas-powered vehicles (and uses of fossil fuels involving combustion).

In the fight to phase out ozone-destroying HFCs, no one ever told those concerned about the ozone layer: “Yeah, but do you own a refrigerator?”

### **Am I signing up for a lawsuit?**

By sending Climate Accountability Letters, your community is simply initiating a conversation, not a lawsuit, about the role of the fossil fuel industry in causing climate harm to your community.

In the 25 January 2017 letter sent to your government, we did also encourage you to consider the possibility of a class action by all BC local governments against some fossil fuel companies. However, sending letters to the fossil fuel companies does not commit your government to participate in or support such a court case.

If your community is interested in exploring the possibility of a lawsuit against the fossil fuel industry, please do contact us for more information.

### **How do I find out more?**

Contact Andrew Gage at [agage@wcel.org](mailto:agage@wcel.org) or 250-412-9784 or learn more on the Climate Law in our Hands initiative website at [www.climatelawinourhands.org](http://www.climatelawinourhands.org).

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<sup>i</sup> <http://www.eenews.net/stories/1059999532>; The insurance company subsequently dropped the lawsuit, but the case stands as a warning to local governments that fail to prepare for climate change.

<sup>ii</sup> [www.climatelawinourhands.org/demand-accountability](http://www.climatelawinourhands.org/demand-accountability)

<sup>iii</sup> Heede, R. "Tracing anthropogenic carbon dioxide and methane emissions to fossil fuel and cement producers, 1854–2010" *Climatic Change* (2014) 122: 229. doi:10.1007/s10584-013-0986-y

«Responsible\_Company»  
«Address\_1»  
«Address\_2»  
«City», «State» «Postal»  
«Country»

Attn. CEO of «Responsible\_Company»

Dear Sirs/Mesdames:

**Re: Climate Adaptation in [Community] – Your company’s responsibility**

As you know, fossil fuel pollution from your products is the main cause of climate change. Like other communities around the world, our community is already seeing the harmful effects of climate change, and we are being forced to prepare for progressively more serious impacts. As the elected government of [Community], we have a responsibility to our citizens to ensure that our infrastructure and services are developed and maintained in ways that will be able to withstand the “new normal” that climate scientists have predicted for our region, and that our citizens are well protected from future climate impacts.

We write to inform you that we are committed to the process of preparing for the impacts that our community is projected to experience due to climate change. Climate change – as a result of pollution from your products – is now inevitable, and growing more severe as you continue to market them and work against a transition away from fossil fuels. However, we know that by planning for and adapting to these measures at an early date, we can minimize future economic and other impacts of climate change.

As a community, we will expect you to pay your fair share of the costs associated with developing and implementing adaptation plans. It has been estimated that products produced by [your company] are responsible for fully «M\_\_of\_GHGs\_to\_2013»% of historic greenhouse gas emissions.<sup>1</sup> Your industry has been aware of the role of fossil fuels in causing climate change and the types of impacts that communities such as ours would suffer as a result from the 1960s at least.<sup>2</sup>

Since then, however, your company has continued marketing your harmful products and many within your industry have worked, directly or indirectly, to delay or prevent the transition to a carbon free economy.<sup>3</sup> While we recognize that individual consumers do play a small (although individually insignificant) role in the fossil fuel economy, your company has had the power to lead the transition away from that economy, but has instead profited to the tune of many billions of dollars from products that use our global atmosphere as a garbage dump, at the expense of our communities.

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<sup>1</sup> Heede, R. “Tracing anthropogenic carbon dioxide and methane emissions to fossil fuel and cement producers, 1854–2010” *Climatic Change* (2014) 122: 229. doi:10.1007/s10584-013-0986-y, updated to 2013 at [http://climateaccountability.org/carbon\\_majors\\_update.html](http://climateaccountability.org/carbon_majors_update.html), last accessed 23 September 2016.

<sup>2</sup> <https://www.smokeandfumes.org/fumes>, last accessed 23 September 2016.

<sup>3</sup> <http://www.ucsusa.org/sites/default/files/attach/2016/03/backgrounder-fossil-fuel-industry-climate-science-deception.pdf>, last accessed 23 September 2016; <http://www.fossilfreemit.org/wp-content/uploads/2014/08/FossilFreeMIT-Lobbying-Disinformation.pdf>, last accessed 23 September 2016.

It is our position that you – in marketing a product that you knew would cause harm to our community and in opposing alternatives to that product – have played a key role in degrading the global atmosphere and creating a range of threats to our community. Your contribution is readily detectable globally and is therefore considered legally significant and actionable.

It is our responsibility – as one of the communities that face the consequences of that public nuisance to take action to protect ourselves and our citizens from the public nuisance that you have contributed to. The common law recognizes this responsibility and confirms that expenses associated with mitigating the risks of a nuisance can be recovered from those who have caused them.

Accordingly, as we undertake the task of planning for, and building and modifying our infrastructure and services and developing a community that can withstand current and anticipated climate change, we expect you to pay your fair share of the resulting costs – which we assert is equivalent to your proportionate contribution to climate change (ie. «M\_\_of\_GHGs\_to\_2013»% in the case of your company). You cannot make billions of dollars selling your product, knowing that it is causing significant financial harm to communities around the world, and not expect to pay at least that much.

If you do not agree that «M\_\_of\_GHGs\_to\_2013»% is your fair share, please inform us what proportion is your fair share, and why. In addition, we would like to hear what steps you plan to take to reduce or eliminate the future impacts of your company's products on our community.

Even if fossil fuel companies like yours do pay your respective shares (either voluntarily or through legal recourse), our community will still bear the costs of climate change – for example, costs that cannot be recovered from now defunct companies or loss and damage that are not prevented through adaptation. However, we are committed to doing our part to minimize those costs and impacts, and we look forward to your confirmation that you will do your part as well.

Sincerely,

Mayor of [Community]



Chevron  
6001 Bollinger Canyon Road  
San Ramon, CA 94583  
USA

November 28, 2017

Attn. CEO of Chevron

Dear Sirs/Mesdames:

As Mayor and Council of the City of Victoria, in British Columbia, we are writing to secure your commitment to pay your fair share of the costs of climate change that face our community. Climate change is the direct result of pollution caused by the burning of fossil fuels, including from your products.

We are beginning to see the impacts of climate change directly affect our region and the infrastructure and services that we provide as a local government to our residents (detailed below). It would be financially irresponsible of us to assume that our taxpayers will bear the full costs of these impacts of fossil fuel pollution, while your shareholders continue to benefit financially from the sale of fossil fuels.

We know that individual consumers, and our community members, use fossil fuels. However, your industry has played a large role in creating the risks and costs that we now face as a community. Your company has made many billions of dollars from products that you presumably knew would harm our communities.<sup>1</sup> You have had the power to move your company towards a more sustainable business model since you first became aware of the impacts of climate change, decades ago, but have not done so. You cannot make billions of dollars selling your product, knowing that it is causing significant financial harm to communities around the world, and not expect to pay for at least some of that harm.

When James Douglas of the Hudson's Bay Company selected the southern tip of Vancouver Island as the site of Fort Victoria, the region's Garry Oak meadows reminded him of the cultivated fields of England. He didn't realize at the time that this unique ecosystem had been managed for thousands of years by the Songhees and Esquimalt First Nations, who harvested Camas bulbs from the meadows as an important food source.

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<sup>1</sup> <https://www.smokeandfumes.org/fumes>, last accessed 23 September 2016.



The Garry Oak Meadow ecosystem – although unfortunately much diminished and one of the most endangered ecosystems in the world – remains a central feature of the City of Victoria, and we take seriously our responsibility to pass it on to future residents. Numerous studies have shown that that climate change will put that goal at risk<sup>2</sup> – and that our work to ensure that the ecosystem can survive shifts in our regional climate is urgent.<sup>3</sup>

Of course, climate change brings with it other, direct impacts on our infrastructure and services, and on our residents. We offer the example of the Garry Oak Meadow ecosystem to illustrate an important climate impact, and associated costs, that are unique to our region.

In addition, like other coastal communities in BC and around the world, sea-level rise is a serious concern. Our Inner Harbour, a central feature of our downtown, is the point of arrival for many tourists and a source of pride for our residents. For this business and tourism district, higher sea-levels, especially when combined with storm-surge events, will mean huge economic cost. It has been estimated that 1 metre of sea level rise in combination with a storm surge would result potential business disruption losses of Cdn \$415,557 per day (based on annual averages).<sup>4</sup>

Outside of the downtown, much of our coastline is characterized by cliffs, much of it soft and vulnerable to increased coastal erosion. The needed protection efforts will likely result in significant costs to our community.

Drought and increased winter storms associated with climate change are also predicted for our region.

Planning, building and maintaining local infrastructure is made more costly by climate change. Victoria is in the process of developing a Climate Leadership Plan to do our part to reduce greenhouse gas emissions from transportation, buildings and waste. The City is also investing in our own infrastructure to ensure we are able to maintain resilience and adapt to the changing climate and the impacts to our operations, utilities and services. At present we are only beginning to understand the potential magnitude of increased local costs for both climate change mitigation and adaptation. We know that cities didn't cause the climate problem on their own and we can't solve it on our own. And we know that costs will increase as climate change impacts worsen.

As a community Victoria has committed to work towards 100% renewable energy by 2050. We recognize that everyone is going to need to do their part to address climate change. We

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<sup>2</sup> Pellatt MG, Goring SJ, Bodtke KM, Cannon AJ (2012) Using a Down-Scaled Bioclimate Envelope Model to Determine Long-Term Temporal Connectivity of Garry oak (*Quercus garryana*) Habitat in Western North America: Implications for Protected Area Planning. *Environ Manage* 49:802–815; Bachelet D, Johnson BR, Bridgman SD, Dunn PV, Anderson HE, Rogers BM (2011) Climate Change Impacts on Western Pacific Northwest Prairies and Savannas. *Northwest Sci* 85:411–429.

<sup>3</sup> Pellatt, M.G. & Gedalof, Z. *Biodivers Conserv* (2014) 23: 2053. <https://doi.org/10.1007/s10531-014-0703-9>.

<sup>4</sup> AECOM. Capital Regional District: Coastal Sea Level Rise Risk Assessment (Victoria, BC: Capital Regional District, 2015), p. 36.

are asking you to take responsibility for the harm caused by your products and to take action to move to a more sustainable business model.

The peer-reviewed research of Richard Heede reveals that 3.34% of the greenhouse gas emissions already in the global atmosphere originate from your company's operations and products.<sup>5</sup> In our view, this represents your fair share of the costs facing Victoria. Will you confirm that you are willing to pay 3.34% of Victoria's climate-related costs going forward?

Sincerely,



Lisa Helps  
Victoria Mayor

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<sup>5</sup> Heede, R. Climatic Change (2014) 122: 229. <https://doi.org/10.1007/s10584-013-0986-y>; See also [http://climateaccountability.org/carbon\\_majors\\_update.html](http://climateaccountability.org/carbon_majors_update.html).



## City of Powell River

City Hall – MacGregor Building  
6910 Duncan Street, Powell River, BC V8A 1V4  
Telephone 604.485.6291 • Fax 604.485.2913  
www.powellriver.ca • info@cdpr.bc.ca

File No. 0220-01

April 9, 2018

Sonatrach Petroleum Corporation  
5 Princes Gate  
London, United Kingdom  
SWJ 1QJ

Attention: Mr. Mohamed Meziane, Chief Executive Officer

Dear Sir:

**Re: Sonatrach Petroleum Corporation Fair Share of Climate Change Costs in Powell River, BC, Canada**

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We write as the Mayor and Council of the City of Powell River, a municipality on the Sunshine Coast of British Columbia. Like other communities around the world, we are increasingly concerned about the harmful effects that climate change will have on our community and on other communities around the world. We are being forced to prepare for progressively more serious and frequent impacts. Among other impacts we are presently facing increased fire risk, extended summer droughts and extreme winter rain events. Increased winter precipitation is impacting our roads and stormwater management and increasing our costs as a local government. A coastal community, we are concerned about rising sea-levels and coastal erosion as well, although most of our lands are well above sea-level.

We expect the climate change costs facing our community to rise as global temperatures increase and as we examine how best to help our residents withstand the current and expected impacts. Climate change – as a result of fossil fuel pollution – is occurring now and growing more severe as you continue to market your products without aggressively moving to a different, more sustainable business model. Because of this pollution, we need to plan for and adapt to ongoing changes in our local climate, caused by rising global temperatures, so as to avoid future negative economic and other impacts of climate change in our municipality. As we move forward with preparing our community and infrastructure for climate change, we will be incurring additional costs and inconvenience as a result of the increased severity of climate change attributable to your products and operations.

While we recognize that individual consumers, and our community, do play a role in responsibility for the fossil fuel economy, your company has had the power to lead the transition away from that economy, but has instead profited to the tune of many billions of dollars from products that you have known, or should have known, would harm our communities. You cannot make billions of dollars selling your product, knowing that it is causing significant

financial harm to communities around the world, and not expect to pay at least some of that harm.<sup>i</sup>

All communities will expect you to pay your fair share of the costs associated with preparing for climate change. It has been estimated, by the source noted below, that the emissions from those products and operations amount to fully 0.66% of historic human-caused greenhouse gas emissions and we suggest that this figure is a reasonable basis for estimating your company's fair share of costs incurred due to climate change.<sup>ii</sup>

We expect your industry to take cradle to grave responsibility for your product – and that starts by taking responsibility for its effects in the atmosphere and the resulting harm to communities. In addition, we would like to hear what steps you plan to take to reduce or eliminate the future negative impacts of your company's products on our community. We know that our community will end up sharing some of the costs of climate change even if you and other fossil fuel companies do pay your fair shares. These would include costs that cannot be recovered. We will do our part to minimize these costs and impacts, and we look forward to your confirmation that you will do your part as well.

Sincerely,  
CITY OF POWELL RIVER

**David Formosa**, Mayor

DF/rp

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<sup>i</sup> <https://www.smokeandfumes.org/fumes>

<sup>ii</sup> [http://climateaccountability.org/carbon\\_majors\\_update.html](http://climateaccountability.org/carbon_majors_update.html)



APPENDIX A

THE CORPORATION OF THE  
**DISTRICT OF WEST VANCOUVER**  
OFFICE OF THE MAYOR

«Responsible\_Company»

«Address\_1»

«Address\_2»

«City», «State» «Postal»

«Country»

Attn. CEO of «Responsible\_Company»

Dear Sirs/Mesdames:

**Re: Climate Adaptation in the District of West Vancouver – Your Company's Responsibility**

As you know, fossil fuel pollution from your products is the main cause of climate change. Like other communities around the world, our community is already seeing the harmful effects of climate change, and we are being forced to prepare for progressively more serious impacts. As the elected government of the District of West Vancouver, we have a responsibility to our citizens to ensure that our infrastructure and services are developed and maintained in ways that will be able to withstand the "new normal" that climate scientists have predicted for our region, and that our citizens are well protected from future climate impacts.

We write to inform you that we are committed to the process of preparing for the impacts that our community is projected to experience due to climate change. Climate change – as a result of pollution from your products – is now inevitable, and growing more severe. We know that by planning for and adapting to these measures at an early date, we can minimize future economic and other impacts of climate change.

It is our position that you have played a key role in degrading the global atmosphere and creating a range of threats to our community. Your contribution is readily detectable globally and is therefore considered legally significant and actionable.

It is our responsibility to take action to protect ourselves and our citizens, to the degree possible, from the effects of climate change that you have contributed to.

Accordingly, as we undertake the task of planning for, and building and modifying our infrastructure and services and developing a community that can withstand current and anticipated climate change, we request you to pay your fair share of the resulting costs.

750 - 17th Street, West Vancouver, B.C. V7V 3T3 • Telephone: 604 925 7000 • Fax: 604 925 5999



In addition to financially contributing to the mitigation of climate change, we would like to hear what steps you plan to take to reduce or eliminate the future impacts of your company's products on our community.

We are committed to doing our part to minimize those costs and impacts, and we look forward to your confirmation that you will do your part as well.

Sincerely,

Mary-Ann Booth  
Mayor

% of  
GHGs to

2013	Responsible Company	Address 1	Address 2	City	State	Postal	Country
3.34	Chevron	6001 Bollinger Canyon Road		San Ramon	CA	94583	USA
3.29	Saudi Aramco	P.O. Box 5000		Dhahran		31311	Saudi Arabia
3.1	Exxon Mobil	5959 Las Colinas Boulevard		Irving	Texas	75039-2298	USA
2.38	BP p.l.c.	1 St James's Square		London		SW1Y 4PD	United Kingdom
2.33	Gazprom	16 Nametkina St.		Moscow		GSP-7, 117997	Russian Federation
2.06	Royal Dutch Shell plc	PO box 162	2501 AN	The Hague			The Netherlands
2.02	National Iranian Oil Company	Hafez Crossing	Taleghani Avenue	Tehran			Iran
				Del. Miguel			
1.39	PEMEX	Avenida Marina Nacional #329 C 3,	Col. Verónica Anzu	Hidalgo,	Distrito Fed	11300	Mexico
				Newtown,			
1.16	Coal India Limited	Coal Bhawan, Premise No-04 MAR	Plot No-AF-III, Actic	Rajarhat	Kolkata	700156	India
1.12	Conoco Phillips	600 North Dairy Ashford (77079-1175)	P.O. Box 2197	Houston	TX	77252-2197	USA
0.89	Peabody Energy	Peabody Plaza	701 Market St.	St. Louis	MO	63101-1826	USA
0.88	Petroelios de Venezuela, S.A.	Av. Libertador La Campiña 169	Ed. Petróleos de Ve	Caracas		1010-A	Venezuela
0.82	Total SA	Tour Coupole - 2 place Jean Millier	Arche Nord - Coup	Paris	La Défense	92078	France
0.78	PetroChina (CNPC)	9 Dongzhimen North Street	Dongcheng District	Beijing		100007	P.R.China
0.75	Kuwait Petroleum Corp.	P.O. Box: 26565		Safat		No. 13126	Kuwait
0.7	Murray Energy Corporation	46226 National Road		St. Clairsville	Ohio	43950	USA
0.66	Sonatrach	Djenane El Malik		Hydra		160335	Algeria
0.59	CONSOL Energy Inc.	CNX Center	1000 Consol Energ	Canonsburg	PA	15317-6506	USA
0.55	BHP Billiton Limited	BHP Billiton Centre	171 Collins Street	Melbourne	Victoria	3000	Australia
0.51	Iraq National Oil Company	c/o Iraq Ministry of Oil	PO Box 6178		Baghdad		Iraq
29.32	Combined Total						

Key	Privately Owned Corporation
	State Owned Corporation

Notes:

The estimates of responsibility for greenhouse gases from 1854-2013 are based on the "Carbon Majors" research of Richard Heede, found at [http://www.climateaccountability.org/carbon\\_majors\\_update.html](http://www.climateaccountability.org/carbon_majors_update.html) (last accessed 12 January 2017) which is an update of Heede's peer reviewed paper: Heede, R. "Tracing anthropogenic carbon dioxide and methane emissions to fossil fuel and cement producers, 1854–2010", Climatic Change (2014) 122: 229. doi:10.1007/s10584-013-0986-y.

West Coast Environmental Law has made reasonable efforts to identify the appropriate address for each corporate entity, but makes no guarantees. Anyone seeking to rely upon the above addresses should confirm the addresses themselves.

Legislative  
Assembly  
of Ontario



Assemblée  
législative  
de l'Ontario

3RD SESSION, 41ST LEGISLATURE, ONTARIO  
67 ELIZABETH II, 2018

# Bill 21

**An Act respecting civil liability for climate-related harms**

**Mr. P. Tabuns**

**Private Member's Bill**

1st Reading      March 26, 2018

2nd Reading

3rd Reading

Royal Assent

#### EXPLANATORY NOTE

The Bill enacts the *Liability for Climate-Related Harms Act, 2018*. The Act provides that a fossil fuel producer is strictly liable for climate-related harms that occur in Ontario if the producer is responsible for greenhouse gas emissions at a globally detectable level. The Act contains a definition of “climate-related harms”. Certain evidentiary matters are provided for.

## **An Act respecting civil liability for climate-related harms**

### **Preamble**

Climate change is real. It is already affecting Ontarians' lives as increased wildfires and flooding create significant and costly damage. Climate change threatens to make life more expensive as people and governments are required to pay for the harm it causes and for the protection of schools, roads, hospitals and homes from unprecedented flooding and other extreme weather events.

Enhanced legal tools are required so that governments, businesses and individuals can ensure that coal, oil and gas producers contribute their fair share to paying for the harms to which their products contribute and for the necessary steps to prevent future harms.

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

### **Interpretation**

**1** In this Act,

“climate change” means a long-term change in the Earth’s climate caused by the alteration of concentrations of greenhouse gas in the global atmosphere; (“changement climatique”)

“climate-related harms” means harms arising from climate change, including, without limitation,

- (a) economic loss or physical loss of property, infrastructure, structures, resources, or other assets,
- (b) the costs associated with obtaining and maintaining insurance reasonably required due to the risk of the losses described in clause (a),
- (c) death, injury, illness or other physical or psychological harms and the costs associated with treating or caring for persons suffering from them,
- (d) harm related to ocean acidification,
- (e) loss of land or damage to infrastructure due to rising sea levels, including slow-onset loss,
- (f) the costs of monitoring, researching and analysing the climate and the weather if the costs are reasonably incurred to provide information about the effects of climate change and appropriate adaptation measures,
- (g) the costs of responding to emergencies arising from natural disasters associated with climate change,
- (h) the costs of constructing, renovating, repairing or improving infrastructure in order to minimize further such harms and costs, and
- (i) the costs of carrying out public education campaigns to inform the public about reducing and avoiding such harms and costs; (“dommages liés au climat”)

“production”, when used in respect of fossil fuels, includes exploration for sources of fossil fuels, exploitation of fossil fuels and sale of fossil fuels. (“production”)

### **Strict liability for climate-related harms**

**2** (1) Every corporation, partnership, trust or other entity that is engaged in the production of fossil fuels and to which a globally detectable level of greenhouse gas emissions can be attributed, as determined in the regulations, is strictly liable for climate-related harms that occur in Ontario.

### **Level of greenhouse gas emissions**

(2) The determination of a producer’s level of greenhouse gas emissions shall be based on,

- (a) emissions resulting from the producer’s production of fossil fuels; and
- (b) emissions resulting from the use of those fossil fuels.



**Same**

(3) Even if the costs described in clauses (f) to (i) of the definition of “climate-related harms” in section 1 have not yet been incurred, subsection (1) applies with respect to those costs if the court determines that they are reasonably required for the planning, initiation or completion of the activities mentioned in those clauses.

**Evidentiary matters**

**3** (1) In determining whether particular harms or costs constitute climate-related harms and in determining the quantum of damages or costs related to them, the court may have regard to,

- (a) scientific or statistical information or modelling;
- (b) historical experience; and
- (c) information derived from relevant studies, including information derived from sampling.

**Evidence re climate change causing particular events**

(2) In a case in which it is alleged that a particular weather event, flood or other event or series of such events was caused by climate change, evidence that climate change has doubled the likelihood of that type of event occurring is sufficient to demonstrate, on a balance of probabilities, that the event was caused by climate change or that climate change worsened the impact of the event.

**Regulations**

**4** The Lieutenant Governor in Council may make regulations respecting,

- (a) the determination of the greenhouse gas emissions that can be attributed to a producer; and
- (b) the determination of whether a producer’s greenhouse gas emissions level is globally detectable.

**Commencement**

**5** This Act comes into force on the day it receives Royal Assent.

**Short title**

**6** The short title of this Act is the *Liability for Climate-Related Harms Act, 2018*.

Premier John Horgan,  
PO BOX 9041 STN PROV GOVT  
Victoria BC V8W9E1

\*\*\* BY FAX @ 250 387-0087 AND MAIL \*\*\*

Dear Premier Horgan:

**Re: Liability for Climate-related Harms Act and Climate Leadership**

We write to ask your government to take immediate action to hold global fossil fuel companies accountable for climate change-related harm and costs that occur in British Columbia, through the enactment of a *Liability for Climate-related Harms Act* – a statute to clarify the legal rules of liability for harm caused by climate change.

This statute is essential both to protect BC taxpayers against a rising tide of climate change costs and to give global fossil fuel companies financial incentives to work to solve the climate crisis.

**Climate impacts in BC**

We are frightened about what climate change means for our planet, British Columbia and our communities. As a result of fossil fuel pollution, the world has already seen a 1°C increase in average temperatures. In BC we are already seeing:

- droughts and heat threatening us with increased wildfires and water shortages,
- extreme weather and early melting of snow-pack leading to flooding, landslides, and resident evacuation,
- sea level rise requiring expensive coastal protection measures, and
- the spread of diseases and pest species, such as Lyme Disease and the Mountain Pine Beetle.

As unchecked increasing fossil fuel pollution continues to push global temperatures ever higher, climate impacts like these, which hit poor and vulnerable groups especially hard, will only get worse. The government of British Columbia and other levels of government are on the hook to fund infrastructure upgrades and changes to services, in efforts to shield British Columbians from the worst of these climate impacts. Estimates of the potential costs to British Columbia run in the tens of billions of dollars.<sup>1</sup>

**Polluters must pay**

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<sup>1</sup> Figures for the costs of coastal flooding to BC illustrate the point. Paying the Price, a 2010 report of the National Roundtable on Environment and Economy (NRTEE) estimates the costs to Canada by 2020 at \$5 billion per year, rising to \$21-43 billion per year by 2050 (and much more than that if global temperature increase is not kept to below 2°C). The same report estimates that flooding in BC by 2050 is likely to cost the province an average of between \$0.8 and \$7.6 billion **each year** if the world is **successful** in keeping temperature increases below 2°C. (p. 72). If governments build infrastructure to deal with the potential flooding, this figure will be reduced, but the infrastructure needed for the Lower Mainland has been estimated at \$9.5 billion by 2100 to deal with a 1 metre sea-level rise (Delcan. Cost of Adaptation - Sea Dikes and Alternative Strategies (Province of BC, 2012)). Some models suggest that the actual sea level rise may be considerably higher and faster than 1 metre by 2100. Economic loss figures for the Mountain Pine Beetle are also instructive. It has been estimated that the epidemic will see BC's GDP lose \$57.37 billion over a 45 year period: L. J. Corbett, P. Withey, V. A. Lantz, T. O. Ochuodho; The economic impact of the mountain pine beetle infestation in British Columbia: provincial estimates from a CGE analysis, *Forestry: An International Journal of Forest Research*, Volume 89, Issue 1, 1 January 2016, Pages 100–105, <https://doi.org/10.1093/forestry/cpv042>.

Until now, governments, industry and the public have largely assumed that these costs will be fully borne by taxpayers – much as it was at one time generally assumed that smokers and health care systems would bear the full health costs of smoking.

Not only is that unfair to taxpayers, but it also means that fossil fuel companies and their investors lack economic incentives to transition to a more sustainable business model.

Fossil fuel companies have made massive profits selling products that they know contribute to climate change. Ninety fossil fuel producers are responsible (through operations and products) for about two-thirds of greenhouse gases in the global atmosphere today.<sup>2</sup> Many of these same companies knew about the impacts of their products as early as the 1950s or 1960s. Instead of acting on this information to address the effects of their products, they funded misinformation campaigns about climate change, lobbied against action on climate change and sat on renewable energy patents that would have significantly reduced greenhouse gas emissions.<sup>3</sup>

While individual lifestyles and consumer choices play a role in causing greenhouse gas pollution, the contribution of, and the choices available to, individuals are insignificant compared to the role of fossil fuel companies. And yet currently taxpayers and individuals are on the hook for 100% of climate costs, while fossil fuel companies pocket their profits. In effect, fossil fuel companies are transferring costs of managing the climate impacts of their products to taxpayers.

To prepare for the coming climatic changes from fossil fuel pollution, BC communities will need funding at levels that are only beginning to be appreciated. Already, credit ratings agencies are warning governments that their credit ratings are at risk if they fail to prepare for expected climate risks.<sup>4</sup> Fossil fuel companies, who have profited most from the climate crisis, should pay their fair share of those costs.

### **BC can hold fossil fuel companies accountable**

The province of British Columbia has the legal power – through a *Liability for Climate-related Harms Act* – to define the legal consequences associated with climate costs and impacts that are currently being incurred within its borders. The Act can ensure that global fossil fuel companies pay a fair share of those costs – even where the companies that contributed to the impacts are outside the province's borders.<sup>5</sup>

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<sup>2</sup> Heede, Richard, “Tracing anthropogenic carbon dioxide and methane emissions to fossil fuel and cement producers, 1854–2010”, *Climatic Change*, Jan 2014.

<sup>3</sup> Muffet, C. and Feit, S. *Smoke and Fumes: The Legal and Evidentiary Basis for Holding Big Oil Accountable for the Climate Crisis*. (Washington, DC: Center for International Environmental Law, 2017), available on-line at <http://www.ciel.org/wp-content/uploads/2017/11/Smoke-Fumes-FINAL.pdf>, last accessed 30 April 2018; Union of Concerned Scientists. *The Climate Deception Dossiers*. (Washington, DC: Union of Concerned Scientists, 2015).

<sup>4</sup> Moody's Investor Services Inc., Announcement: Climate change is forecast to heighten US exposure to economic loss placing short- and long-term credit pressure on US states and local governments, Nov 28, 2017.

<sup>5</sup> See Gage, A. and Wewerinke, M, *Taking Climate Justice into our own Hands* (Vancouver, BC: West Coast Environmental Law, 2015); Byers, M., Franks, K. and Gage, A. *The Internationalization of Climate Damages Litigation*. *Washington Journal of Environmental Law & Policy*, Volume 7, issue 2, July 2017, <http://hdl.handle.net/1773.1/1709>, last accessed 23 April 2018.

BC was the first province in Canada to enact a *Tobacco Damages Recovery Act*, to enable lawsuits to recover health care costs from cigarette manufacturers,<sup>6</sup> a precedent noted recently by Ontario NDP Environment and Climate Change Critic, Peter Tabuns, when he proposed a *Liability for Climate-related Harms Act*<sup>7</sup> in the Ontario Parliament.

While fossil fuel companies could be sued under existing common law principles,<sup>8</sup> there are significant advantages to the Legislature, rather than the courts, clarifying the legal rules for liability in such cases. Enacting a *Liability for Climate-related Harms Act* may clarify the legal rules more quickly and cheaply than could occur through protracted litigation, as well as giving the public's representatives an important opportunity to investigate and quantify the costs of climate change and to discuss the role of the fossil fuel industry in paying for those costs.

## Conclusion

BC's government, communities, taxpayers and individual victims cannot afford the rising tide of climate costs that is bearing down upon us. Communities in BC and around the world are demanding that fossil fuel companies pay their share of climate costs.<sup>9</sup> As the City of Victoria wrote in a letter to 20 fossil fuel companies about its expected climate impacts: "It would be financially irresponsible of us to assume that our taxpayers will bear the full costs of these impacts of fossil fuel production, while your shareholders continue to benefit financially from the sale of fossil fuels."<sup>10</sup>

A relatively small number of companies have the resources, scale, knowledge, technology and expertise to either block or advance climate action. We must ensure that they have every incentive to use that power to build the sustainable economy that we need.<sup>11</sup>

In enacting a *Liability for Climate-related Harm Act*, you would protect BC taxpayers and individuals from massive costs, avoid the need for protracted and expensive litigation to clarify legal responsibility for climate impacts, and, perhaps most importantly, you would send a global message to the fossil fuel industry that its business model can no longer ignore the harm that it is causing.

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<sup>6</sup> S.B.C. 1997, c. 41. For commentary on the potential for a climate act based on the Tobacco Damages Recover Act, see Olszynski, Martin and Mascher, Sharon and Doelle, Meinhard, From Smokes to Smokestacks: Lessons from Tobacco for the Future of Climate Change Liability (April 24, 2017). Georgetown Environmental Law Review, 2017. Available at SSRN: <https://ssrn.com/abstract=2957921>; Also Gage and Wewerinke, above, note 2 at p. 9; L. Collins & H. McLeod-Kilmurray. The Canadian Law of Toxic Torts. (Canadian Law Book, 2014), pp. 290-291. #

<sup>7</sup> Bill 21, the *Liability for Climate-related Harms Act*, 2018, available at [http://www.ontla.on.ca/web/bills/bills\\_detail.do?locale=en&BillID=5835&detailPage=bills\\_detail\\_the\\_bill](http://www.ontla.on.ca/web/bills/bills_detail.do?locale=en&BillID=5835&detailPage=bills_detail_the_bill); the Bill was referred to committee, but has since died with the 2018 Ontario election.

<sup>8</sup> Communities in California, Colorado, Washington and New York have sued fossil fuel companies for local climate costs in their own state's courts. In addition, a German court is currently considering a claim brought on behalf of a Peruvian community against a German coal company for climate costs.

<sup>9</sup> Here in BC, over 10 local governments, plus the Association of Vancouver Island and Coastal Communities (representing 53 local governments) have voted to send letters to 20 fossil fuel companies demanding that they pay their share of local climate impacts. A human right complaint is being investigated in the Philippines against many of these same companies for their contribution to climate change. Also the lawsuits referenced in note 6.

<sup>10</sup> Letter from City of Victoria to Chevron, November 28, 2017.

<sup>11</sup> In many other contexts, the BC government has long required industry to pay for the full costs of their products, as through Extended Producer Responsibility which is a well-established principle of BC's laws regarding recycling and waste management.

Signed by:





# City of Richmond

## Memorandum Finance and Corporate Services Division Finance Department

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**To:** Mayor and Councillors  
**From:** Venus Ngan  
Manager, Treasury and Financial Services  
**Date:** April 18, 2019  
**File:** 03-0900-01/2019-Vol 01  
**Re:** **2019 DCC Imposition Bylaw No. 9499, Amendment Bylaw No. 10003**

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At the April 8, 2019 Council Meeting, the Development Cost Charges Imposition Bylaw No. 9499, Amendment Bylaw 10003 was introduced and given first reading. The staff report titled "Annual Development Cost Charges Imposition Bylaw Amendment" dated March 1, 2019 from the Director, Finance, was endorsed as the basis for public consultation in establishing the amended Development Cost Charge Imposition Bylaw.

Staff took the following steps during the public consultation period:

- The relevant report and information of the proposed DCC rate increase of 2.9% was made available on the City's Planning, Building & Development webpage.
- Comments or feedback were sought via email at [dcc@richmond.ca](mailto:dcc@richmond.ca) until April 17, 2019.
- Letters were mailed to various major institutes and associations that represent a wide range of local developers in their membership base.
- City staff communicated the proposed amendment to the Urban Development Institute (UDI)/Richmond Liaison Committee during the City's recent scheduled meeting with UDI.

Public comments received:

- During the UDI/Richmond Liaison Committee meeting, UDI had expressed general support of the annual indexing of the DCC rates.
- As of the closing of the consultation period on April 17, 2019, the City did not receive any other comments from the public.

This memo is to advise Mayor and Councillors that, based on the public comments received, the Development Cost Charges Imposition Bylaw No. 9499, Amendment Bylaw 10003 will be forwarded to the April 23, 2019 Council meeting and be introduced for second and third readings. If approved for second and third readings, the amendment bylaw will be presented to Council on May 13, 2019 for adoption with an effective date of May 14, 2019.

If you have any questions, please do not hesitate to contact me at 604-276-4217.

Venus Ngan  
Manager, Treasury and Financial Services

Cc: SMT, City Clerk



# City of Richmond

## Report to Committee

**To:** Finance Committee  
**From:** Jerry Chong, CPA, CA  
Director, Finance  
**Date:** March 1, 2019  
**File:** 03-0900-01/2019-Vol  
01  
**Re:** Annual Development Cost Charges Imposition Bylaw Amendment

### Staff Recommendation

1. That the proposed Development Cost Charges Imposition Bylaw No. 9499, Amendment Bylaw No. 10003 be introduced and given first reading; and
2. That the staff report titled "Annual Development Cost Charges Imposition Bylaw Amendment" dated March 1, 2019 from the Director, Finance, be endorsed as the basis for public consultation in establishing the amended Development Cost Charge Imposition Bylaw.

Jerry Chong, CPA, CA  
Director, Finance  
(604-276-4064)

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Economic Development	<input checked="" type="checkbox"/>	 _____
Law	<input checked="" type="checkbox"/>	
Parks Services	<input checked="" type="checkbox"/>	
Engineering	<input checked="" type="checkbox"/>	
Building Approvals	<input checked="" type="checkbox"/>	
Development Applications	<input checked="" type="checkbox"/>	
Policy Planning	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	
<b>REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE</b>	<b>INITIALS:</b> 	<b>APPROVED BY CAO</b> 

## Staff Report

### Origin

Development Cost Charges (DCC) are collected by local governments from new developments in order to fund the capital cost of infrastructures, such as parkland purchase, park development, traffic improvements and engineering infrastructures, that are required by growth.

The Ministry's Development Finance Review Committee (DFRC), through its Development Cost Charges Best Practice Guide, recommends minor amendments to the DCC bylaw be made by municipalities annually to reflect general inflationary increase in their DCC program costs.

This staff report proposes an increase of 2.9% to the City's city-wide DCC rates for 2019.

### Analysis

#### Proposed DCC Rates Amendment

During the City's last major DCC update in 2017, the development industry expressed concerns with respect to significant increase in DCC rates due to the compounding effect of cost escalation between major DCC updates. The City therefore proposed to complete minor DCC amendments annually to address the concern.

Under the *Development Cost Charges Bylaw Approval Exemption Regulation, B.C. Reg. 130/2010*, municipalities are permitted to increase DCC rates annually without approval by the Ministry as long as the increase does not exceed the annual average Consumer Price index for Vancouver (VCPI). The exemption is granted by the regulation once a year, for up to four years.

Staff recommend that the DCC Bylaw be amended to include an increase of 2.9% (based on the 2018 actual VCPI as published by Statistics Canada), where:

- The increase is consistent with the DCC regulation in using VCPI as a benchmark for annual rate adjustment.
- The proposed increase meets the development industry's request to have incremental increases in DCC rates on a periodic basis until the next major DCC update.
- The next major DCC update will take place by the sooner of (i) May 2022 (every five years under the DFRC best practice guide), or (ii) when changes in DCC program costs and/or growth assumptions become permanent or substantial that warrant a major amendment.
- The following table summarizes the proposed changes to the City's city-wide DCC rates:

Development Type	Unit	Current DCC Rates (2018)	Proposed DCC Rates (2019)	Proposed Increase (\$)
Single Family	per lot	\$40,362.97	\$41,533.50	\$1,170.53
Townhouse	per ft <sup>2</sup>	\$21.95	\$22.59	\$0.64
Apartment	per ft <sup>2</sup>	\$23.11	\$23.78	\$0.67
Commercial/Institutional	per ft <sup>2</sup>	\$14.84	\$15.27	\$0.43
Light Industrial	per ft <sup>2</sup>	\$11.58	\$11.92	\$0.34
Major Industrial	per acre	\$99,866.15	\$102,762.27	\$2,896.12

### Next Steps

If first reading of the Development Cost Charges Imposition Bylaw No. 9499, Amendment Bylaw No. 10003 is given, staff will communicate the proposed bylaw rates with the development community (e.g. through Urban Development Institute, Commercial Real Estate Development Association (NAIOP), Greater Vancouver Home Builders' Association, on City's social media platforms and the City's website). Feedback received from the public will be presented to Council for consideration upon second and third readings prior to bylaw adoption.

Under the *Development Cost Charges Bylaw Approval Exemption Regulation, B.C. Reg. 130/2010*, approval from the Ministry is not required for adoption of the proposed amended DCC bylaw. Once the bylaw has been adopted by Council, a copy of the bylaw will be filed with the Ministry.

### Implementation Guidelines

Sections 511 and 568 of the *Local Government Act* that provide in-stream protection to subdivision applications and precursor applications (e.g. rezoning application, development permit application, building permit application) for one year from the effective date of the adopted DCC bylaw.

To qualify for in-stream protection (i.e. to be grandfathered to the current DCC rates instead of the new DCC rates in the amended DCC Bylaw), prior to the effective date of the DCC bylaw, the subdivision applications or the precursor applications must have been submitted in satisfactory form to and accepted by the City, and that all application fees have been paid. For in-stream applications to be grandfathered, the subdivision must be completed within 12 months after the bylaw is adopted. For in-stream precursor applications, the building permit related to these applications must be issued within 12 months of the effective date of the bylaw in order for the grand-fathering provision to be applicable.

### **Financial Impact**

The proposed bylaw will increase DCC rates by 2.9% across all development types. The amount of DCC collection will depend on the amount of new development activities and the types of development activities.

### **Conclusion**

The proposed annual DCC rate adjustment allows the City to reflect in the DCC rates the general inflationary increase in the City's DCC program costs. Development Cost Charges Imposition Bylaw No. 9499, Amendment Bylaw No. 10003 is included in this staff report for Council's consideration.



Venus Ngan, CPA, CA  
Manager, Treasury and Financial Services  
(604-276-4217)



**DEVELOPMENT COST CHARGES IMPOSITION BYLAW NO. 9499,  
AMENDMENT BYLAW NO. 10003**

The Council of the City of Richmond enacts as follows:

1. Schedule B of the **Development Cost Charges Imposition Bylaw No. 9499** be deleted and be replaced with Schedule A attached to and forming part of this amendment bylaw.
2. This Bylaw is cited as "**Development Cost Charges Imposition Bylaw No. 9499, Amendment Bylaw No. 10003**" and is effective May 14, 2019.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

APR 08 2019

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

\_\_\_\_\_  
MAYOR

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



### SCHEDULE B City-Wide Development Cost Charge

Description	Richmond Zoning Bylaw 8500			Road Works	Drainage Works	Water Works	Sanitary Sewer	Parks Acquisition	Parks Development	Total DCC	Units for each column
	Standard Zones	Site Specific Zones	Site Specific Mixed Use Zones (1)								
Agricultural	AG, CR, GC	ZA		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Marina (2)	MA										
Single Family	RS, RC, RCH, RD, RI, RE, RCC	ZS, ZD		\$16,470.05	\$ 7,431.60	\$ 1,123.18	\$ 2,642.61	\$ 7,973.93	\$ 5,892.13	\$ 41,533.50	per lot
Townhouse	RTL, RTM, RTH, RTP	ZT		\$ 7.89	\$ 3.20	\$ 0.73	\$ 1.73	\$ 5.20	\$ 3.84	\$ 22.59	per sq. ft. of DU
Apartment	RAL, RAM, RAH	ZLR, ZHR	ZR, RCL, ZMU, CS, ZC	\$ 9.69	\$ 2.28	\$ 0.76	\$ 1.77	\$ 5.34	\$ 3.94	\$ 23.78	per sq. ft. of DU
Commercial (3)	CL, CC, CA, CDT, CEA, CG, CN, CP, CV  IB, IL, IR, IS	ZC  ZI	ZR, RCL, ZMU, CS, ZC	\$ 11.76	\$ 2.21	\$ 0.29	\$ 0.67	\$ 0.20	\$ 0.14	\$ 15.27	per sq. ft. of BA
Light Industrial (4)	IB, IL, IR, IS	ZI		\$ 8.41	\$ 2.21	\$ 0.29	\$ 0.67	\$ 0.20	\$ 0.14	\$ 11.92	per sq. ft. of BA
Major Industrial	I			\$43,911.04	\$ 43,983.31	\$ 4,028.76	\$ 9,478.85	\$ 782.27	\$ 578.04	\$102,762.27	per acre of gross site area
Institutional	AIR, SI, ASY, HC	ZIS		\$ 11.76	\$ 2.21	\$ 0.29	\$ 0.67	\$ 0.20	\$ 0.14	\$ 15.27	per sq. ft. of BA

(1) For site specific mixed-use residential and commercial zones, the development cost charge (DCC) payable shall be calculated separately for each portion of the development. DCC for residential uses are charged at the appropriate multi-family residential rate, and any commercial space is charged at the appropriate commercial rate.

(2) Waterborne residential development permitted under MA zone is exempt from DCC. Any upland buildings in this zone are required to pay the Commercial DCC Rate.

(3) Commercial rate is applicable to all uses permitted in these zones, except for the following, which will be charged the industrial rate: (i) general industrial, (ii) custom indoor manufacturing, (iii) minor utility, (iv) transportation depot, and (v) truck or railroad terminal.

(4) For industrial developments with a mix of commercial and industrial permitted uses (including site-specific industrial zones), the DCC payable shall be calculated separately for each portion of development contained in the building permit or subdivision application in accordance with actual uses. The total payable will be the sum of the DCC for each portion of the development at the applicable DCC rates.



# City of Richmond

## Report to Committee

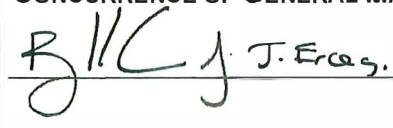

**To:** Planning Committee  
**From:** James Cooper, Architect AIBC  
Director, Building Approvals  
**Date:** March 19, 2019  
**File:** 12-8360-01/2019-Vol  
01  
**Re:** Update on Salvage of Building Materials and Structural Relocation of Houses

### Staff Recommendations:

1. That Richmond Building Regulation Bylaw 7230, Amendment Bylaw No. 10013, which adds Section 5.4.3 and Section 12.1.2, identified in the report titled "Update on Salvage of Building Materials and Structural Relocation of Houses" dated March 19, 2019 from the Director, Building Approvals, be introduced and given first reading.

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

Att.1

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Development Applications	<input checked="" type="checkbox"/>	 J. Erceg.
Policy Planning	<input checked="" type="checkbox"/>	
Environmental Programs	<input checked="" type="checkbox"/>	
Law	<input checked="" type="checkbox"/>	
Corporate Communications	<input checked="" type="checkbox"/>	
<b>REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE</b>	<b>INITIALS:</b>  CJ	<b>APPROVED BY CAO</b> 

## **Staff Report**

### **Origin**

Following Council endorsement of the House Move and Salvage Program at the end of 2017 the following referral was passed:

*That Council endorses measures to encourage the relocation of existing houses and salvage of building materials from sites scheduled for demolition, and for staff to report back on progress and achievements.*

This report is in response to the above referral to provide information on the measures taken to support Council directives to encourage the relocation of existing houses and salvage of building materials prior to building demolition.

### **Background**

Following Council adoption of the House Move and Salvage Program, staff streamlined the regulatory process, carried out consultation with City departments with a role in permitting house moves, and appointed a House Move and Salvage Coordinator to a temporary position to implement the program as advised by Council.

### **Findings of Fact**

To encourage the public to salvage building materials or relocate existing houses that are scheduled for demolition, the following measures were implemented:

1. A streamlined application process was created for applicants to obtain a “Move a Building” Permit.
  - a. The new application process organizes various department approvals within a singular process, parallel to the application review process of a Demolition Permit. Previously, a permit to relocate a house would require an applicant to submit separate applications to multiple departments (i.e. Transportation, Richmond Fire and Rescue, Engineering, Sustainability and Building) and agencies (i.e. Utilities, Telecommunications) who each had separate application review procedures.
2. Informational and promotional materials have been widely distributed to potential applicants.
  - a. An information pamphlet describing Program benefits and process is distributed to all persons inquiring about demolition permits and is available at the front counter and on the City website.
  - b. The Demolition Permit information pamphlet also references the House Move and Salvage Program as an alternative to demolition.
3. A customized webpage for the House Moving and Salvage Program on the City website was launched in February 2018. (Attachment 1).

- a. The webpage provides the following information:
    - Benefits of moving or salvaging a house vs. demolition;
    - Explanation of the House Moving and Salvage Program;
    - Application form for owners to register their house in the program;
    - Photos, taken by staff, of houses currently available to move or salvage;
    - Information on application process for Move a Building Permit;
    - Application form for Move a Building Permit;
    - Potential fees associated with the Move a Building Permit;
    - Frequently Asked Questions; and
    - Contact information for the House Moving and Salvage Coordinator
  - b. The webpage is available at the following link:  
<https://www.richmond.ca/plandev/building/demomoveandsalvage.htm>
4. Public Outreach and regular communication with public stakeholders.
- a. City staff led public outreach through information sessions to major regional house moving companies, the Urban Development Institute (UDI), and the Richmond Small Builders Group to promote the program and share information on potential houses available for relocation.
  - b. The same information has been made available to building materials salvaging companies such as Habitat for Humanity's ReStore, and Surrey New and Used.
  - c. Staff led discussions with the Chief of the Sts'ailes First Nations Group to encourage them to consider relocating and repurposing houses listed on the webpage in order to support affordable housing options.
  - d. The program also established close coordination with the Development Applications Department to identify potential houses that may be made available through Rezoning and Development Permits providing sufficient lead time for marketing for house move prior to demolition.
  - e. Building Approvals has also established coordination with Corporate Communications to further raise public awareness of the program through media releases, posts on social media and other communications.

#### Positive Reception of House Move and Salvage Program

The House Move and Salvage Program successfully provides a streamlined regulatory process and supporting infrastructure for the public to consider house moving and/or salvaging of building materials as alternatives to demolition.

The Program has been endorsed by two of the main regional house moving companies, Nickel Brothers and Supreme Structural Transport Ltd., who actively use the Program webpage and engage staff on a regular basis on potential opportunities for house moves. The House Move and Salvage Coordinator receives regular inquiries from builders and home owners interested in considering house move as an alternative to demolition. Applicants for demolition permits for houses are regularly registering their houses with the Program; resulting in photographs and contact information of available houses viewable by the public at any given time.

## Analysis

During this first year of the program's operation, there have been challenges affecting potential house moving. As expected, structural soundness and whether the building is built on crawlspace determines largely whether a house is a candidate for moving. Other factors encountered include proximity to suitable transportation routes, obstructions such as boulevard trees, access to barge sites, marketability and condition of houses, rising costs of moving and renovations, downturn in single family dwelling construction, insufficient lead times to arrange for moves and lack of storage areas in the City. In addition to above factors, the opinion of industry is that current market conditions are not favorable for whole house salvage, although there is a market for interior items such as cabinets, fixtures, furnaces, water heaters, railings, doors and appliances.

In response to these challenges, Building Approvals staff have continuously refined and augmented the initial process in efforts to improve opportunities for move and salvage. These include:

1. Identifying potential houses for moving sufficiently in advance of scheduled demolition through engaging owners at the development approval and building permit application stages.
2. Including interior photographs of houses available for move or salvage to identify potential interior elements that are readily marketable for salvaging purposes.
3. Continuing to engage building groups and the house moving industry through reviewing and addressing current factors challenging the relocation of houses.
  - a. Staff is currently in discussion with Nickel Brothers and the owner to facilitate a potential house move on Sorrel Drive that is otherwise scheduled for future demolition.

### Observable Increased Interest in Relocation of Houses and Salvaging of Building Materials

Staff has observed an attitudinal shift in building culture towards re-use and repurposing as there is growing awareness of alternatives to demolition. Indications include steadily increasing inquiries and interests from builders' groups and the following recent examples.

- Staff mediated a move-onto foundation on a River Road property whereby a house sourced from North Vancouver was moved onto a permanent site. This is indicative of awareness by industry to find an economic solution by reuse of a structurally sound, existing structure to preserve its imbued materials and energy.
- Staff has received a proposal from a builders' group to establish, by their efforts, a depot for storage and free public distribution of building materials sourced from over supply at the end of construction. Although this would be a site that would be administered by the builders' group and not involve City property, staff is in consultation to coordinate efforts with the City's House Move and Salvage Program.



The above noted observations support staff recommendation to continue operation of the House Move and Salvage Program to further encourage the relocation of existing houses and salvaging of building materials. Despite the temporary Coordinator position having expired, the program is now beyond start up and can be administered by current staff.

The increased awareness and attitudinal shift of the building industry toward improved waste management practices is due to Council's foresight in promoting building re-use as well as minimum recycling requirements under the City's Demolition Waste and Recyclable Materials Bylaw 9516. These are measures that support advancement toward a more circular economy whereby resources are used as long as possible in efforts to minimize waste.

### **Recommended Changes to City of Richmond Building Regulation Bylaw 7230**

Staff proposes Richmond Building Regulation Bylaw 7230, Amendment Bylaw 10013 in order to introduce an extended period of time for salvaging of building materials and alternative deconstruction for demolition. Currently, our process requires that a Building Permit is secured within 60 days after notice that it is ready for issuance, with penalties incurred after 30 days of not doing so.

One of the prerequisites for securing the permit for building a house is the removal of the existing structure contributing to an unintended urgency to demolish. In order to promote salvage for material reuse, it is our intention to allow a defined, adequate time period enabling demolition using deconstruction to source reusable materials. It is anticipated that given adequate time, many more opportunities for materials salvage will emerge.

### **Financial Impact**

There is no financial impact.

### **Conclusion**

This report provides information in support of Council's referral to encourage the relocation of existing houses and salvaging of building materials prior to demolition. The relocation of existing houses and salvaging of building materials in lieu of demolition represents the higher levels of recycling of through reuse, making building practices more sustainable.

The House Move and Salvage Program has been in operation for over a year and staff have noted positive changes and increased interest for alternatives to demolition from the public and building community. As program development is complete and operational, the Program has become integrated into the regular function and activities of the Building Approvals Department, requiring less staff time to maintain the web content and respond to inquiries.

The House Move and Salvage Program will continue under the administration of Building Approvals staff along with continued consultation and innovation with stakeholders to encourage house moving and salvage of building materials from existing structures prior to demolition.

Accordingly, staff have identified opportunities within the program to further encourage sustainable building practices. On this basis, staff will recommend the following:

March 19, 2019

- 6 -

1. That *Richmond Building Regulation Bylaw 7230, Amendment Bylaw 10013* be introduced and given first reading.




Rozina Merchant, P. Eng.  
Code Engineer, Building Approvals  
(604) 276-4356



Serena Trachta, Architect AIBC  
Manager, Building Approvals  
(604) 204-8515

JC:rm

Att. 1: Picture of House Moving and Salvage Program Webpage



[Discover Richmond](#)
[Parks, Trails & Cycling](#)
[Recreation & Community Centres](#)
[Sport & Event Hosting](#)
[Arts, Culture & Heritage](#)

[City Hall](#)
[City Services](#)
[Planning, Building & Development](#)
[Sustainability & Environment](#)
[Business & Local Economy](#)
[Public Safety](#)
[Careers](#)

[Home](#) > [Planning, Building & Development](#) > [Building](#) > [Demolition, Moving or Salvage Program](#)

## BUILDING

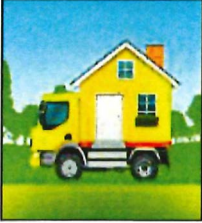
# Demolition, Moving or Salvage Program

*Are you planning to demolish your house? Think again.*

## House Moving and Salvage Program

**About**

In an effort to minimize the demolition of livable houses as well as expand on the City's Demolition Waste Recycling Initiative, the City of Richmond encourages homeowners to post their houses on the City's House Moving and Salvage List for the purpose of offering to move or salvage their house, prior to applying for a demolition permit.



**Implementation**

Homeowners wishing to demolish their house will be able to list their properties on the City website. This information will be viewable by the public for 60 days and will allow house moving and materials salvaging companies to contact homeowners for potential moving or salvaging opportunities.

See: [House Moving and Salvage Program](#) brochure to find out more information.

[Browse the list of houses available to move](#)

For information on a house, email [housemoveandsalvage@richmond.ca](mailto:housemoveandsalvage@richmond.ca).

## Post Your House for Move or Salvage

To post your house for move or salvage, please complete the electronic form and waiver [Consent to Disclosure of Information](#) and email it to [housemoveandsalvage@richmond.ca](mailto:housemoveandsalvage@richmond.ca)

## Privacy of Information

The information posted to the City of Richmond's website is public information, and the City of Richmond cannot control or prevent the further distribution or use of such information by those who access the information. Accordingly, we encourage homeowners to consider the detail of information they choose to display about the property and the provided contact information. Any personal information that is collected on this website will be managed in accordance with the Freedom of Information and Protection of Privacy Act. Subject to the City's compliance with the Freedom of Information and Protection of Privacy Act, the City is not responsible for the use of publicly shared information.

### Popular Topics

- [Affordable Housing Strategy](#)
- [Official Community Plan](#)

### Related Topics

- [City Bylaws](#)
- [Planning Committee](#)
- [Business & Local Economy](#)

### Related Links

- [TransLink](#)
- [Canada Line](#)
- [Ministry of Transportation](#)
- [Agricultural Land Commission](#)
- [Metro Vancouver \(GVRD\)](#)
- [BC Building Code](#)
- [Before You Dig](#)
- [Technical Safety BC](#)



**Building Regulation Bylaw No. 7230,  
Amendment Bylaw No. 10013**

The Council of the City of Richmond enacts as follows:

1. *Building Regulation Bylaw No. 7230*, as amended, is further amended by:

- a) adding a new section 5.4.3 as follows:

- 5.4.3 If a **building permit** for the salvage of building materials has been issued for a property pursuant to subsection 12.1.2, then the time periods set out in section 5.4.1(b) and 5.4.2(b) for a **building permit** application for plan review related to such property may be extended by the **building inspector** for such amount of time as the **building inspector** determines is required to accommodate the salvage activities.

- b) adding a new section 12.1.2 as follows:

- 12.1.2 Salvage for **reuse** of building materials from an existing **building** or **structure** that is to be demolished requires a **building permit**. In addition to any other conditions prescribed by this bylaw, the issuance of such a **building permit** will require the applicant to satisfy the same conditions as those required for a **building permit** for demolition, and to submit a certificate, in the form prescribed by the **building inspector**, confirming that all hazardous materials have been removed from the **building** or **structure**. The amount of salvaged material will be considered as contributing to the required recycled content as required by the *Demolition Waste and Recyclable Materials Bylaw 9516*.

- c) adding the following definition, in alphabetical order, in section 16.1:

<b>REUSE</b>	means the use of previously used building materials for the types of use referenced in the <b>building code</b> .
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2. This Bylaw is cited as “*Building Regulation Bylaw No. 7230, Amendment Bylaw 10013*”.

FIRST READING


SECOND READING

THIRD READING

LEGAL REQUIREMENTS SATISFIED

ADOPTED

APR 08 2019

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APPROVED for content by originating dept.

APPROVED for legality by Solicitor
BRB

\_\_\_\_\_  
MAYOR

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

CNCL - 341





**Development Permit Panel  
Wednesday, April 10, 2019**

Time: 3:30 p.m.  
Place: Council Chambers  
Richmond City Hall  
Present: John Irving, Chair  
Laurie Bachynski, Director, Corporate Business Service Solutions  
Peter Russell, Senior Manager, Sustainability and District Energy

The meeting was called to order at 3:30 p.m.

**Minutes**

It was moved and seconded

*That the minutes of the meeting of the Development Permit Panel held on March 13, 2019 be adopted.*

**CARRIED**

**1. DEVELOPMENT VARIANCE 18-829639**  
(REDMS No. 6035554)

APPLICANT: Bradley Doré

PROPERTY LOCATION: 7266 Lynnwood Drive

INTENT OF DEVELOPMENT VARIANCE PERMIT:

Vary the provisions of Richmond Zoning Bylaw 8500 to reduce the required rear yard setback for 40% of the rear wall of the first storey and a portion of the second storey from 7.15 m to 6.0 m, at 7266 Lynnwood Drive on a site zoned "Single Detached (RS2/B)".

**Applicant's Comments**

Bradley Doré, Reine Photography and Design, with the aid of a video presentation (attached to and forming part of these Minutes as Schedule 1), provided background information on the subject development variance permit application and highlighted the following:

## **Development Permit Panel**

### **Wednesday, April 10, 2019**

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- the subject lot was originally part of a rezoning and subdivision application that subdivided the original lot into nine lots;
- the irregular shaped subject lot has a south property line significantly longer than its north property line, with the difference in the length of the side lot lines resulting in a lot depth that exceeds 20 meters, thus requiring an increased rear yard setback for 40 percent of the rear wall of the first storey and a portion of the second storey;
- the increased setback requirement has created design and massing challenges for the proposed two-storey single-family home on the subject lot, so the applicant has requested a setback variance to allow a rear yard setback from 7.15 meters to 6.0 meters for 40 percent of the first storey and a portion of the second storey of the proposed single-family home, which is consistent with the required rear yard setbacks for its neighbours to the north;
- the proposed rear yard setback variance will ensure that the design and massing of the proposed single-family home on the subject site will not adversely impact its neighbours in terms of potential shadowing, access to sunlight and sight lines; and
- the proposed rear yard setback variance for the subject lot is supported by adjacent neighbours to the south, north, and east.

#### **Staff Comments**

Wayne Craig, Director, Development, advised that (i) the applicant had consulted with immediately adjacent neighbours and no objections were noted regarding the proposed setback variance, (ii) letters of support from the neighbours were attached to the staff report, (iii) the subject development variance permit application is specific to the attached house plans, and any changes to the house plans will invalidate the permit, and (iv) the site servicing frontage improvements were dealt with through the original rezoning and subdivision application adopted by Council.

#### **Panel Discussion**

In reply to queries from the Panel, Mr. Doré noted that (i) the irregular shape of the subject lot poses constraints for the design of the proposed two-storey single-family home, (ii) the development immediately to the south of the subject lot is existing, and (iii) the developments to the north are still proposed and have similar setbacks to the proposed development on the subject lot.

#### **Gallery Comments**

None.

#### **Correspondence**

None.

## Development Permit Panel

### Wednesday, April 10, 2019

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#### Panel Discussion

The Panel expressed support for the proposed rear yard setback variance, noting that it is a good approach to ensure that the massing of the proposed single-family home on the subject lot will provide an appropriate interface with its neighbours.

#### Panel Decision

It was moved and seconded

*That a Development Variance Permit be issued which would vary the provisions of Richmond Zoning Bylaw 8500 to reduce the required rear yard setback for 40% of the rear wall of the first storey and a portion of the second storey from 7.15 m to 6.0 m, at 7266 Lynnwood Drive on a site zoned "Single Detached (RS2/B)".*

**CARRIED**

#### 2. **DEVELOPMENT PERMIT 18-835560** (REDMS No. 6114286)

APPLICANT: Gustavson Wylie Architects Inc.

PROPERTY LOCATION: 5991 No. 3 Road

INTENT OF PERMIT:

Permit exterior renovations to the existing building at 5991 No. 3 Road on a site zoned "Downtown Commercial (CDT1)."

#### Applicant's Comments

Cameron Evans, Gustavson Wylie Architects, Inc., (accompanied by Ron Baron, Gustavson Wylie Architects, Inc.) with the aid of a video presentation (attached to and forming part of these Minutes as Schedule 2) briefed the Panel on the proposed exterior renovations to the existing two-storey commercial building and highlighted the following:

- the TD Bank branch occupying the existing two-storey commercial building can be accessed from the parkade at the back and from the intersection of Westminster Highway and No. 3 Road;
- the existing building is currently clad in limestone veneer, and the proposed exterior renovation intends to differentiate the two building entrances by introducing green aluminum panels and a timber-finished linear panel above the entrances for better identification; and
- three new bicycle racks are proposed to be located on the sidewalk along No. 3 Road.

## Development Permit Panel

### Wednesday, April 10, 2019

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In reply to queries from the Panel, Mr. Evans acknowledged that (i) only the two entrances to the building will be treated with the proposed green and timber-finished metal panels, (ii) the existing planter at the southeast corner of the site will be maintained, (iii) there will be no changes to the south and east façades of the building; however, new exterior lighting will be installed, and (iv) there are existing glass canopies on the south and east sides of the building.

#### Gallery Comments

None.

#### Correspondence

None.

#### Panel Discussion

The Panel expressed support for the proposed renovations to the existing two-storey building, noting that they will provide more visual interest to the prominent corner at No. 3 Road and Westminster Highway.

#### Panel Decision

It was moved and seconded

*That a Development Permit be issued which would permit exterior renovations to the existing building at 5991 No. 3 Road on a site zoned "Downtown Commercial (CDT1)."*

**CARRIED**

#### 3. New Business

It was moved and seconded

*That the Development Permit Panel meeting scheduled on Thursday, April 25, 2019 be cancelled.*

**CARRIED**

#### 4. Date of Next Meeting: May 15, 2019

#### 5. Adjournment

It was moved and seconded

*That the meeting be adjourned at 3:50 p.m.*

**CARRIED**

4.

**Development Permit Panel**  
**Wednesday, April 10, 2019**

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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, April 10, 2019.

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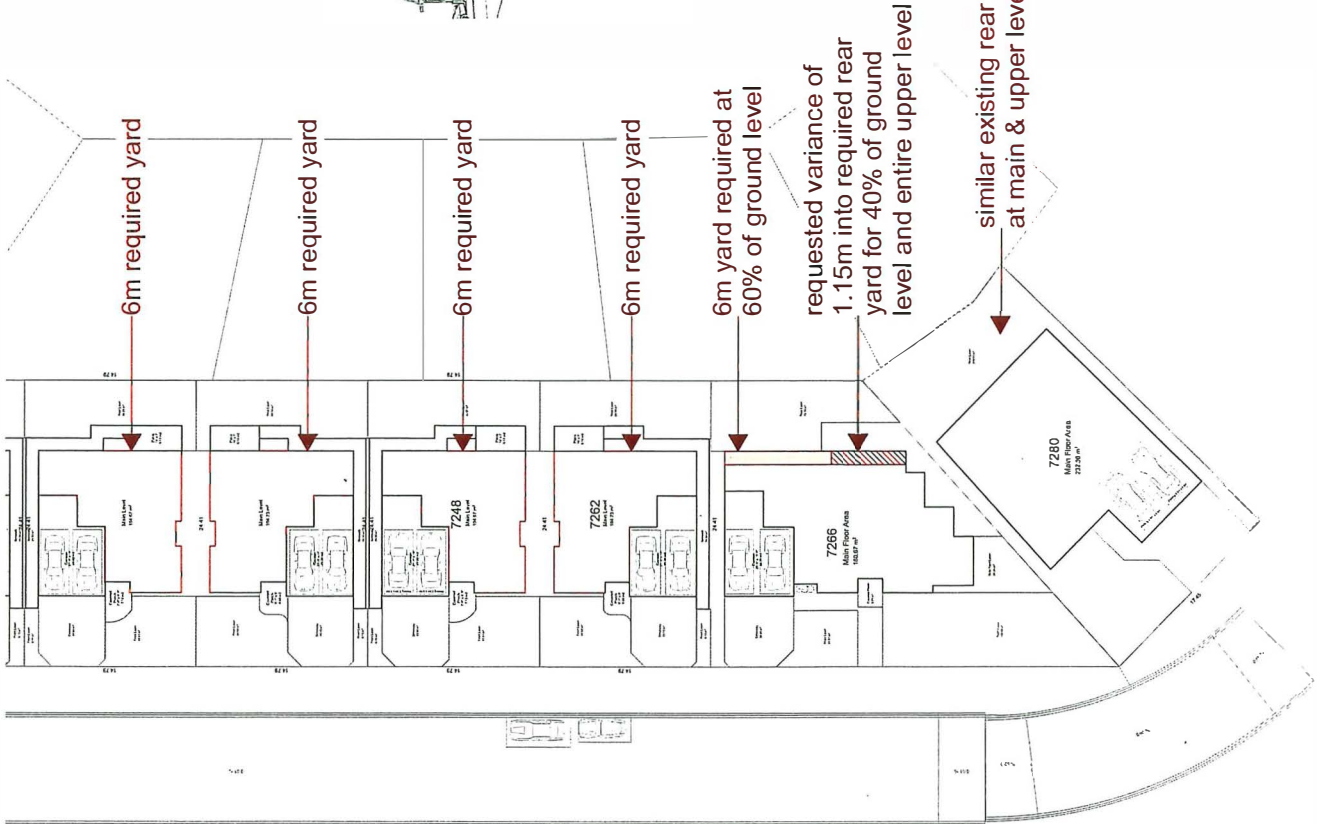
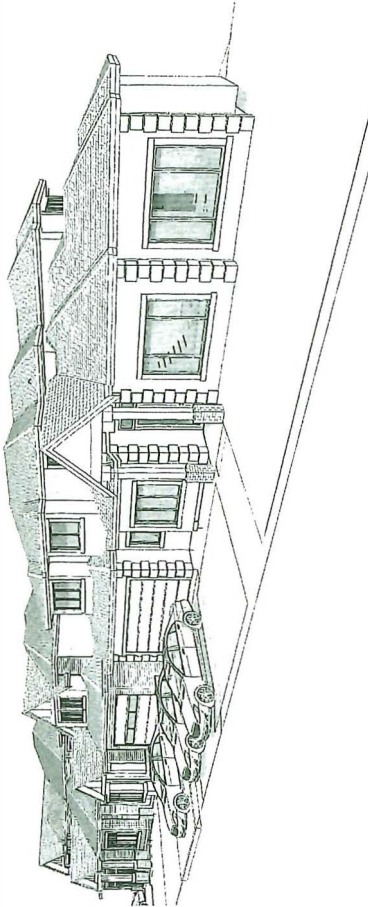
John Irving  
Chair

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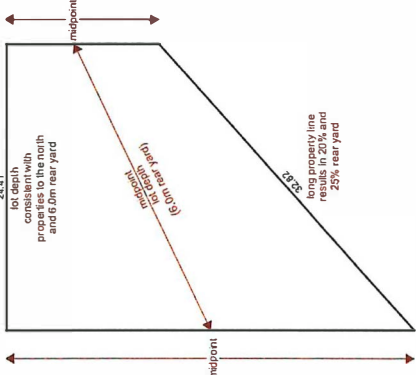
Rustico Agawin  
Committee Clerk



# 7266 Lynnwood Drive Rear Yard Variance Site Analysis



Lot Depth  
Midpoint to Midpoint  
7266 Lynnwood



requested variance of  
1.15m into required rear  
yard for 40% of ground  
level and entire upper level

similar existing rear yard  
at main & upper level



REINE  
PHOTOGRAPHY & DESIGN  
8551 Bluff Rd. #101  
Richmond, BC Canada V6X 1K4  
Tel: 604.273.1111  
www.reinephoto.ca

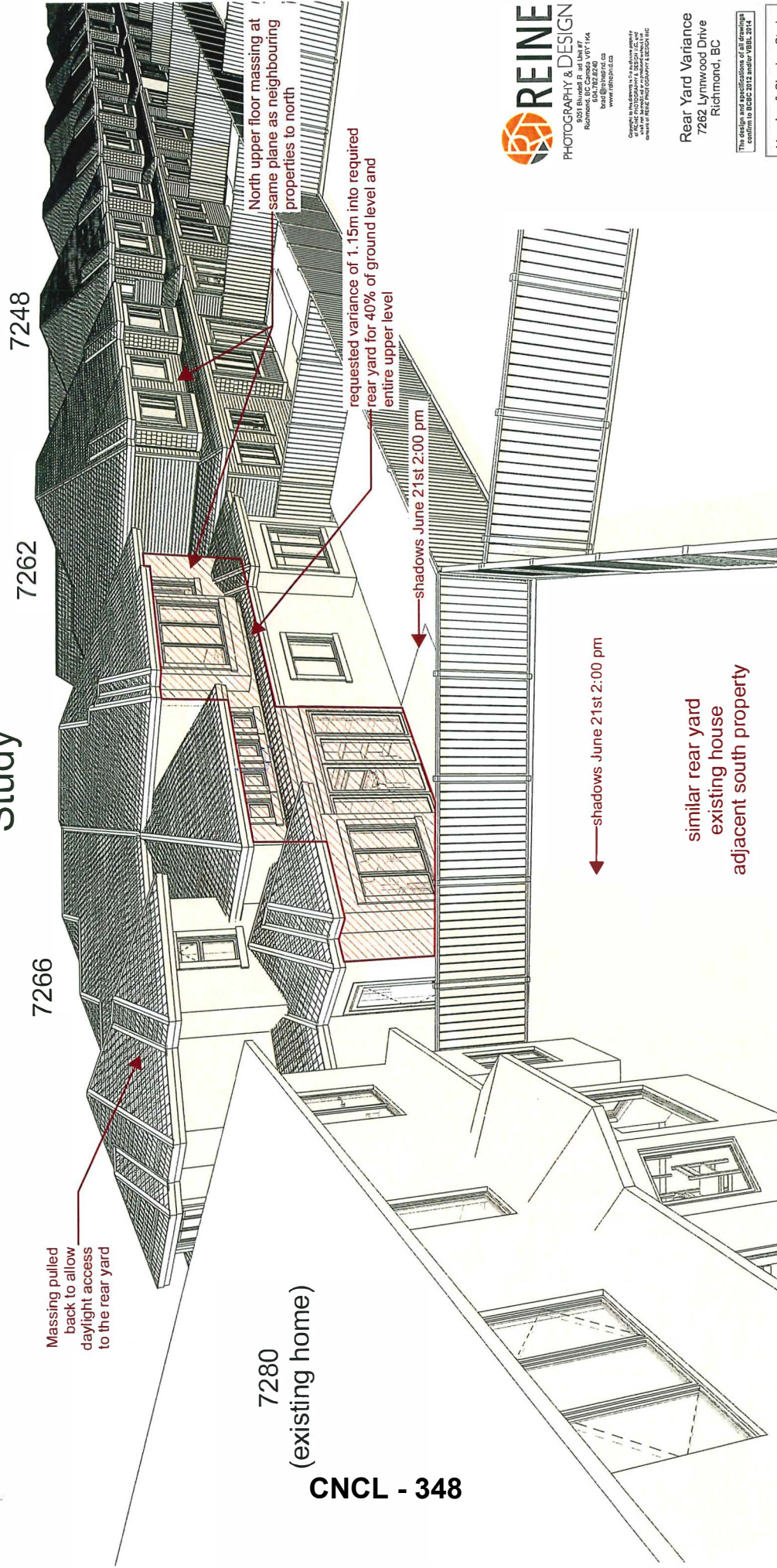
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Rear Yard Variance  
7262 Lynnwood Drive  
Richmond, BC

The design and specifications of all drawings  
confirm to BCDC 2012 and/or VMBL 2014.

Sites & Rear Yards	
Site	Date
	2019-04-03
A01	

# Rear Yard Massing & Shadow Study



CNCL - 348

**REINE**  
PHOTOGRAPHY & DESIGN

9551 Burnside R. apt 204 #7  
Richmond, BC Canada V6Y 1Y4  
lisa@reinephoto.ca  
www.reinephoto.ca

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Rear Yard Variance  
7262 Lynnwood Drive  
Richmond, BC

The design and specifications of all drawings confirm to BCBC 2012 and/or VBBM, 2014

Massing & Shadow Study	
Drawn	Date: 2019-04-08
A02	





REINE  
PHOTOGRAPHY & DESIGN

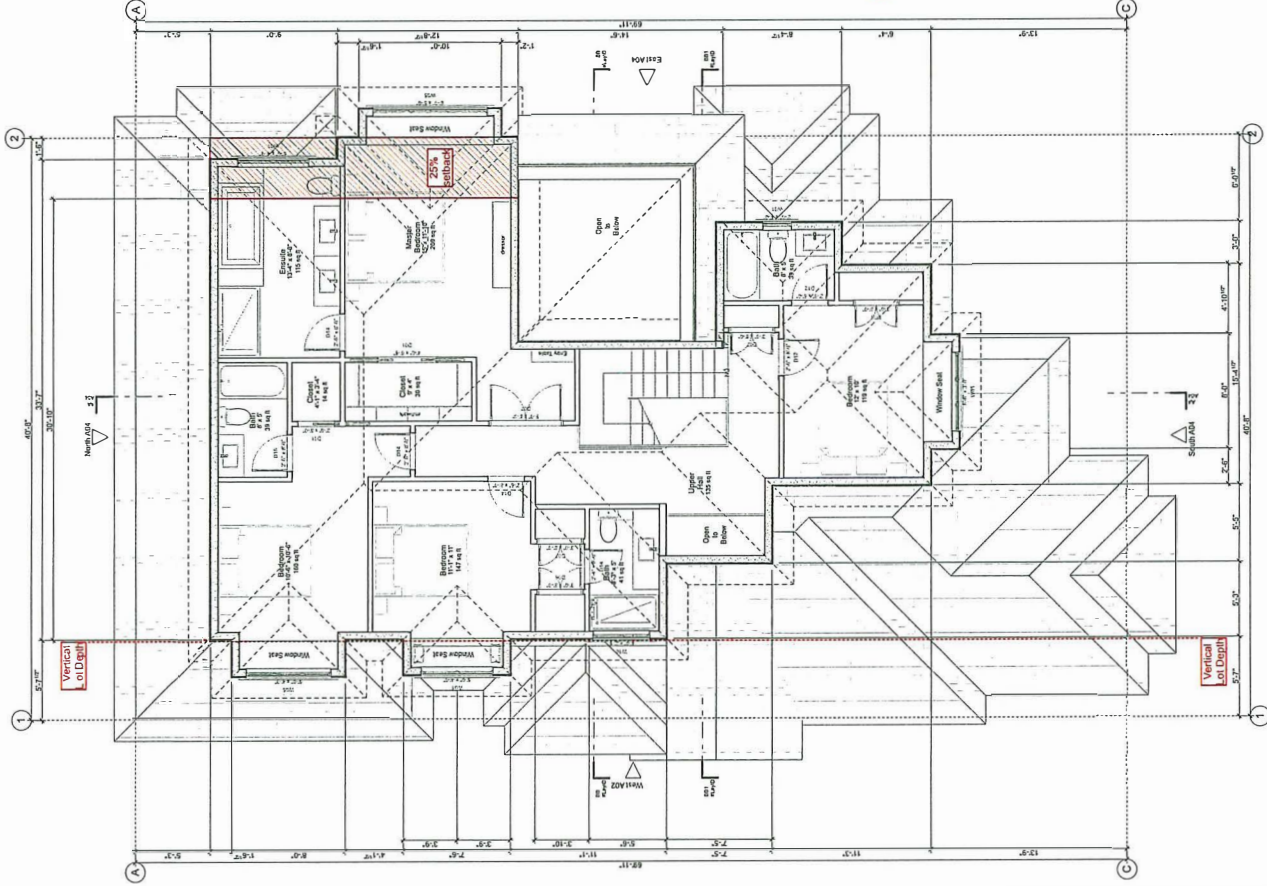
9051 Burnside Road Unit 107  
Richmond, BC Canada V6V 1M4  
Tel: 604.273.3333  
info@reinehomes.ca  
www.reinehomes.ca

DVP-2018-  
Lynnwood Lot 1  
7286 Lynnwood Drive  
Richmond, BC

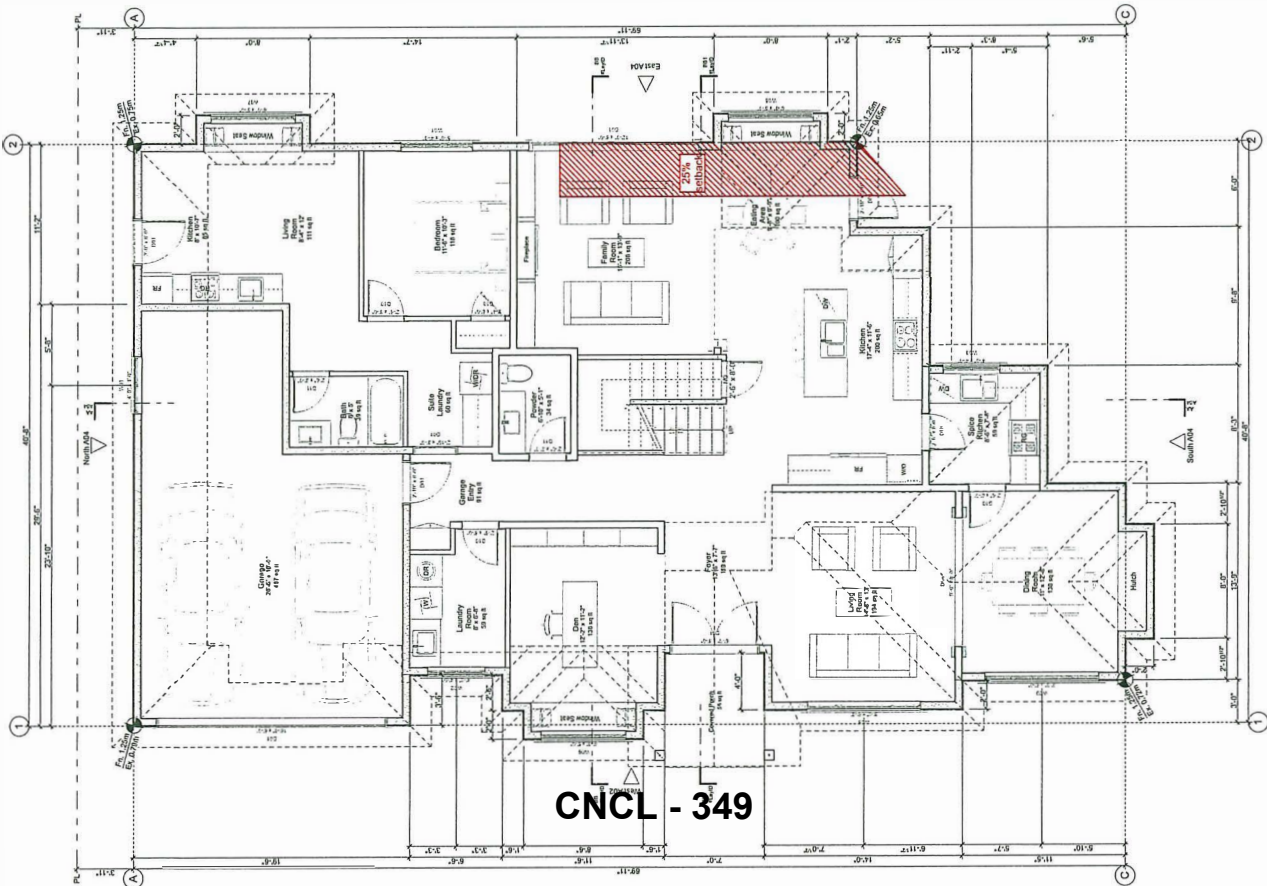
This design and specification of all drawings  
submitted to BC BC 2017 and/or VBL 2014

Floor Plans	
Scale	Issued for DVP Permit
2018-11-15	
A03	

Upper Level  
Main Level  
1:100  
1:200  
3:140 sq ft

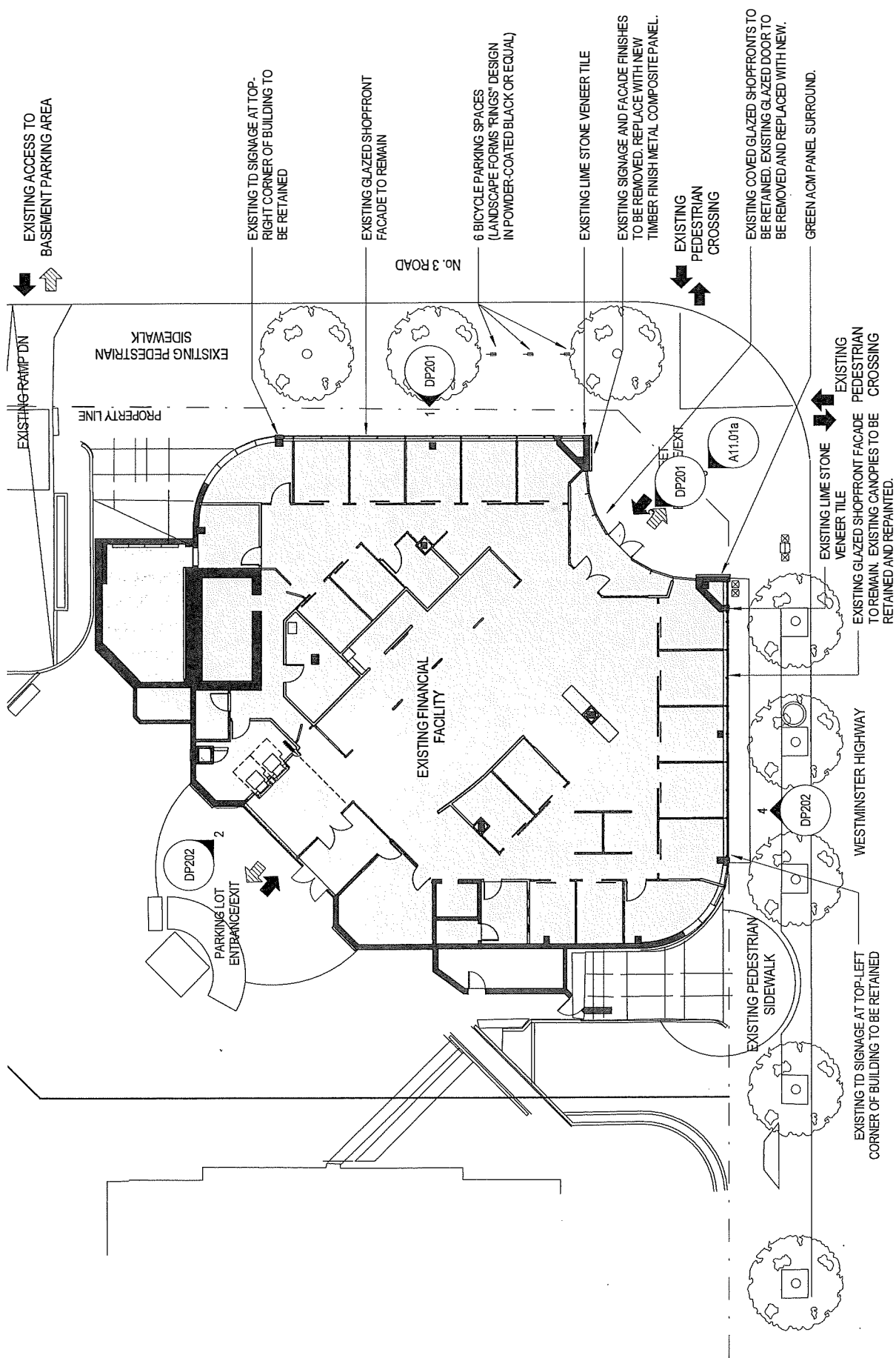


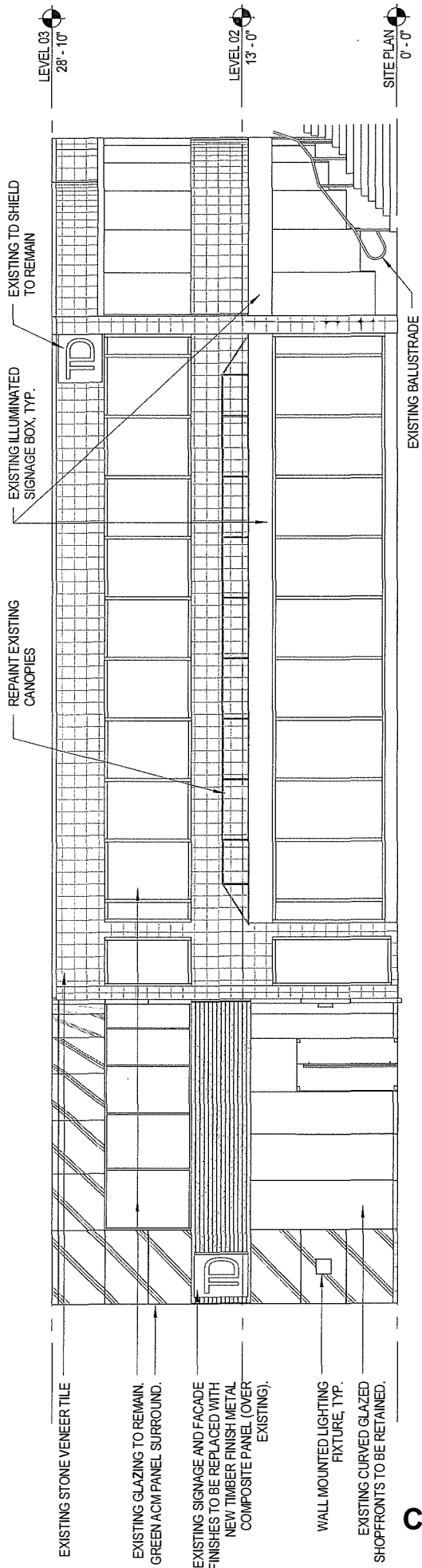
Upper Level  
1/4" = 1'-0"



Main Level  
1/4" = 1'-0"

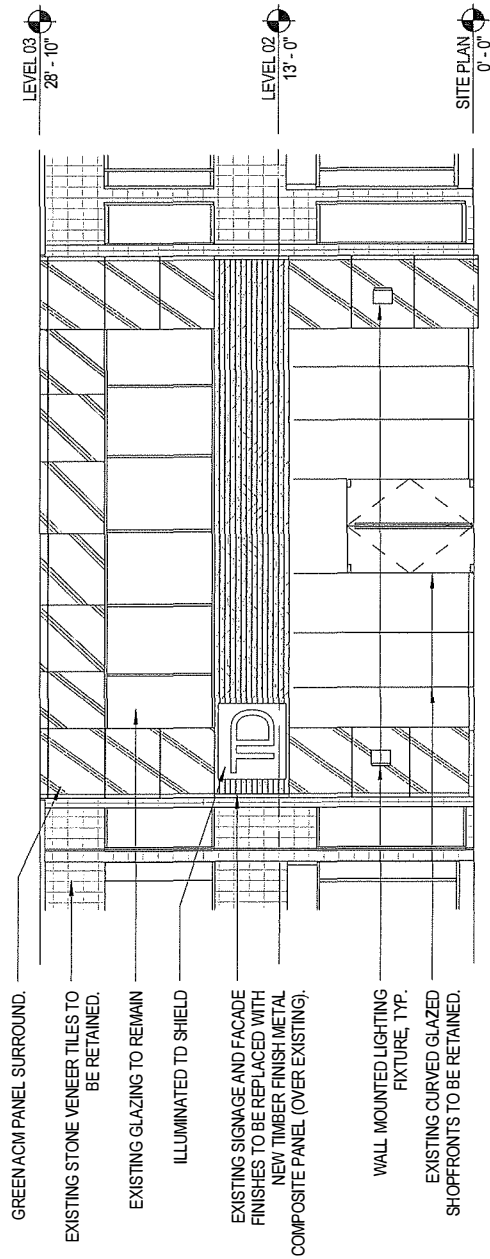
CNCL - 349





EXTERIOR ELEVATION - EAST - PROPOSED

ENC - 351



EXTERIOR ELEVATION - SOUTHEAST - PROPOSED

ENC - 352

TD BANK

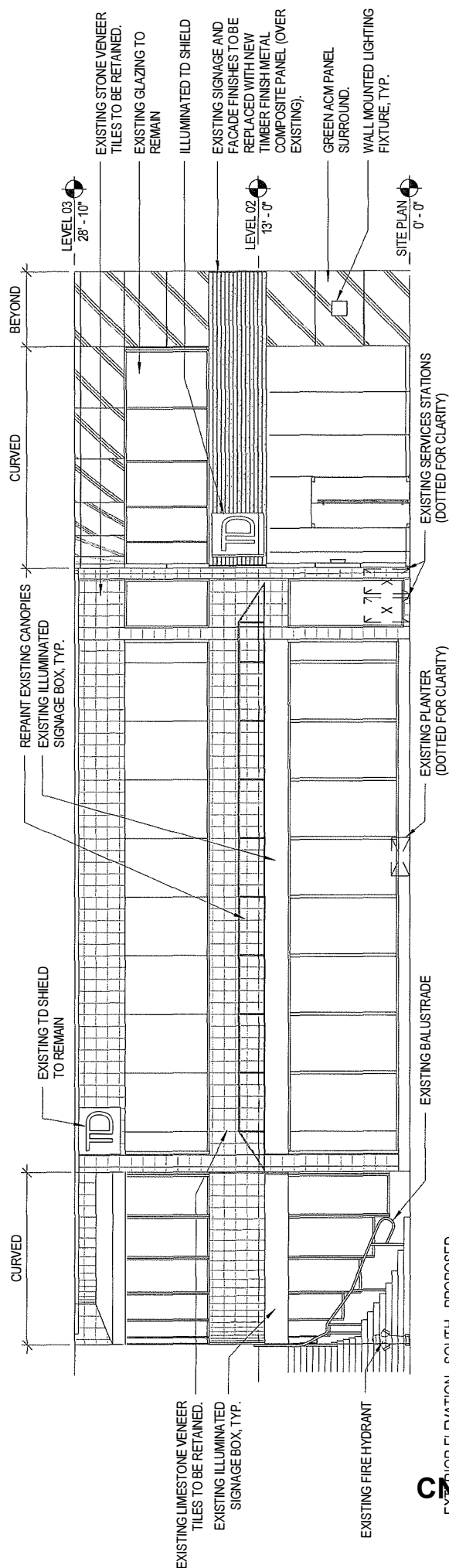
TD RICHMOND - TR. 9720

02/20/19

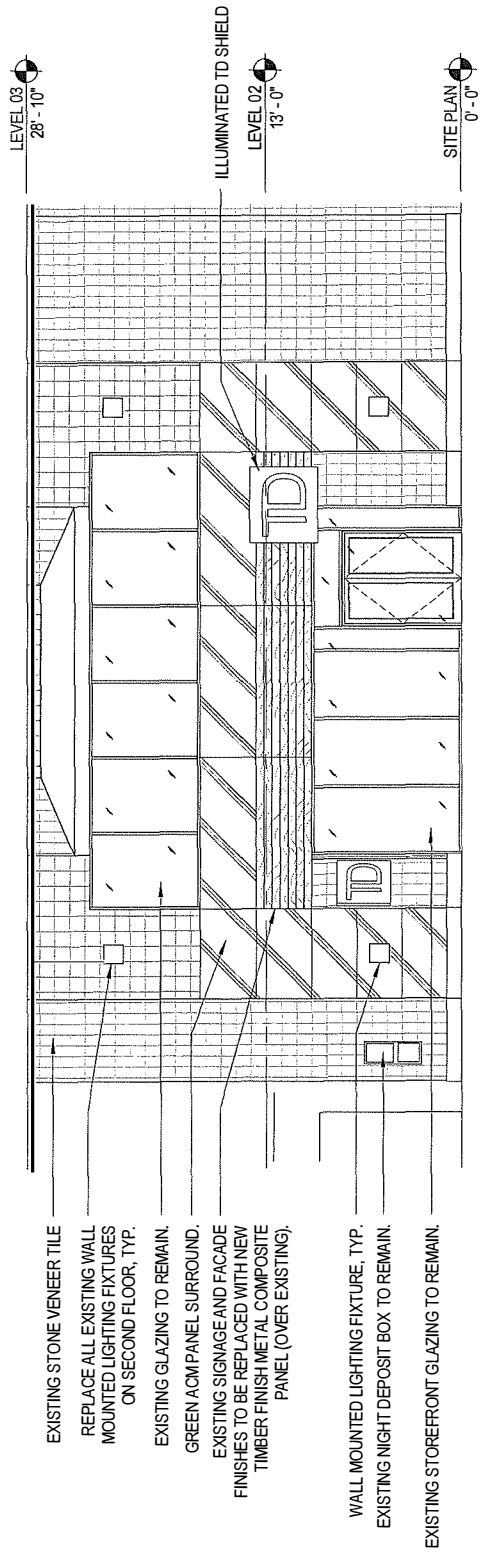
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EXTERIOR ELEVATIONS - PROPOSED

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CMCL - 352



EXTERIOR ELEVATION - NORTHWEST - PROPOSED

TD BANK

TD RICHMOND - TR. 9720

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EXTERIOR ELEVATIONS - PROPOSED

02/20/19

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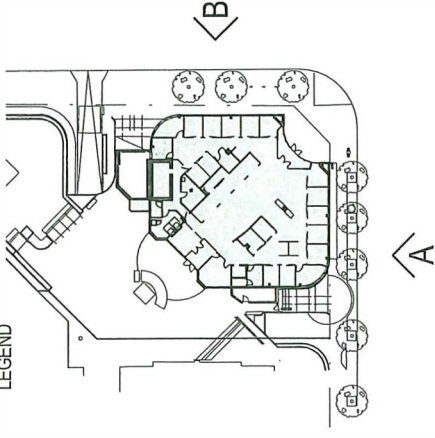




A - SOUTH ELEVATION



LEGEND



CNCL - 353



B - EAST ELEVATION



TD BANK

TD RICHMOND - TR. 9720

02/20/19

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ADJACENT CONDITION - PHOTOS

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# City of Richmond

## Report to Council

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<b>To:</b>	Richmond City Council	<b>Date:</b>	April 17, 2019
<b>From:</b>	John Irving Chair, Development Permit Panel	<b>File:</b>	01-0100-20-DPER1- 01/2019-Vol 01
<b>Re:</b>	<b>Development Permit Panel Meeting Held on April 10, 2019</b>		

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### Staff Recommendation

1. That the recommendation of the Panel to authorize the issuance of:
  - a) a Development Variance Permit (DV 18-829639) for the property at 7266 Lynnwood Drive; and
  - b) a Development Permit (DP 18-835560) for the property at 5991 No. 3 Road;be endorsed, and the Permits so issued.

John Irving  
Chair, Development Permit Panel  
(604-276-4140)

SB:blg

### **Staff Report**

The Development Permit Panel considered the following items at its meeting held on April 10, 2019.

DV 18-829639 – BRADLEY DORE – 7266 LYNNWOOD DRIVE  
(April 10, 2019)

The Panel considered a Development Variance Permit application to reduce the required rear yard setback for 40% of the rear wall of the first storey and a portion of the second storey from 7.15 m to 6.0 m on a site zoned “Single Detached (RS2/B)”.

Brad Dore, of Reine Photography and Design, provided a brief presentation, noting:

- The subject lot was part of a large long lot subdivided into nine lots. The irregular shape has a south property line longer than its north property line which results in a lot depth exceeding 28 m and thus; requiring an increased rear yard setback for 40 percent of the rear wall of the first storey and a portion of the second storey.
- The increased setback requirement has created design and massing challenges for the proposed two-storey single-family home, so the applicant has requested variances to allow a design consistent with the required rear yard setbacks for its neighbours to the north and south.
- The proposed rear yard setback variance will ensure that the design and massing of the proposed single-family home on the subject site will not adversely impact its neighbours in terms of potential shadowing, access to sunlight and sight lines.
- The proposed rear yard setback variance for the subject lot is supported by adjacent neighbours to the south, north, and east.

Staff advised that: (i) the applicant had consulted with the adjacent neighbours and no objections were noted regarding the proposed setback variance; (ii) letters of support from the neighbours were attached to the Staff Report; (iii) the subject Development Variance Permit application is specific to the attached house plans, and any changes to the house plans will invalidate the Permit; and (iv) the site servicing frontage improvements were dealt with through the original rezoning and subdivision application adopted by Council.

In reply to Panel queries, Mr. Dore noted that: (i) the irregular shape of the subject lot poses constraints for the design; and (ii) the development immediately to the south of the subject lot is existing and the developments to the north are still proposed and similar to the proposed development on the subject lot.

The Panel expressed support for the proposed rear yard setback variance, noting that it is a good approach to ensure that the massing of the proposed single-family home on the subject lot will provide an appropriate interface with its neighbours.

No correspondence was submitted to the Panel regarding the Development Permit application.

The Panel recommends the Permit be issued.

DP 18-835560 – GUSTAVSON WYLIE ARCHITECTS INC. – 5991 NO. 3 ROAD  
(April 10, 2019)

The Panel considered a Development Permit application to permit exterior renovations to the existing building on a site zoned “Downtown Commercial (CDT1)”. No variances are included in the proposal.

Cameron Evans and Ron Baron, of Gustavson Wylie Architects, Inc., provided a brief presentation, noting:

- The existing TD Bank branch in the two-storey commercial building can be accessed from the parkade at the back and from the intersection of Westminster Highway and No. 3 Road.
- The existing building is currently clad in limestone veneer, and the proposed exterior renovation intends to differentiate the two building entrances by introducing green aluminum panels and a timber-finished linear panel above the entrances for better identification.
- Three new bicycle racks are proposed to be located on the sidewalk along No. 3 Road.

In response to Panel queries, Mr. Evans acknowledged that: (i) only the two entrances to the building will be treated with the proposed green and timber-finished metal panels; (ii) the existing planter at the southeast corner of the site will be maintained; (iii) there will be no changes to the south and east façades of the building; however, new exterior lighting will be installed; and (iv) there are existing glass canopies on the south and east sides of the building.

The Panel expressed support for the proposed renovations to the existing two-storey building, noting that they will provide more visual interest to the prominent corner at No. 3 Road and Westminster Highway.

No correspondence was submitted to the Panel regarding the Development Permit application.

The Panel recommends the Permit be issued.