



**City Council
Electronic Meeting**

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

**Monday, May 13, 2024
7:00 p.m.**

Pg. # ITEM

MINUTES

1. *Motion to:*

- CNCL-9 (1) *adopt the **minutes** of the Regular Council meeting held on April 22, 2024;*
- (2) *adopt the minutes of the Special Council meeting held on May 6, 2024; and (distributed separately)*
- CNCL-22 (3) *receive for information the Metro Vancouver **'Board in Brief'** dated April 27, 2024.*



AGENDA ADDITIONS & DELETIONS

PRESENTATION

Mandy Hadfield, Manager, Sports and Community Events, to present the Volunteer Video in honour of National Volunteer Week

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.

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
- Designated BMX Track And Pump Track Facilities
- Aquatics Instructor and Lifeguard Subsidy Program Update
- Hugh Boyd Community Facility and Fieldhouse Project
- Amendment to the Appointment of an Approving Officer
- Clarification of Wall of Fame Policy
- 2023 Consolidated Financial Statements

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- Housing Agreement Bylaw No. 10524 And Housing Agreement Bylaw No. 10525 To Permit The City Of Richmond To Secure Low-End Market Rental (LEMR) And Market Rental Units At 10611 And 10751 River Drive
- Housing Agreement (Affordable Housing) Bylaw No. 10512 To Permit The City Of Richmond To Secure Low End Market Rental (LEMR) Units At 4651, 4671, 4691 Smith Crescent, And 23301, 23321, 23361, 23381 Gilley Road
- Land use application for first, second and third reading:
 - 6560 and 6580 Williams Road – Rezone from Single Detached (RS1/E)” Zone to “Low Density Townhouses (RTL4)” Zone (Kenneth Kim Architecture Inc. – Applicant)

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

Consent
Agenda
Item

6. **COMMITTEE MINUTES**

That the minutes of:

- CNCL-41 (1) *the **Parks, Recreation and Cultural Services Committee** meeting held on April 23, 2024;;*
- (2) *the Finance Committee meeting held on May 6, 2024;(distributed separately)*
- (3) *the General Purposes Committee meeting held on May 6, 2024; (distributed separately) and*
- CNCL-45 (4) *the **Planning Committee** meeting held on May 7, 2024; be received for information.*

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Consent
Agenda
Item

7. **DESIGNATED BMX TRACK AND PUMP TRACK FACILITIES**
(File Ref. No. 06-2345-01) (REDMS No. 7597668)

CNCL-48

See Page CNCL-48 for full report

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE
RECOMMENDATION

That Option 1, as outlined in the staff reported titled “Designated BMX Track and Pump Track Facilities”, dated March 20, 2024, from the Director, Parks Services, be endorsed.

Consent
Agenda
Item

8. **AQUATICS INSTRUCTOR AND LIFEGUARD SUBSIDY PROGRAM UPDATE**
(File Ref. No. 11-7143-01) (REDMS No. 7625305)

CNCL-58

See Page CNCL-58 for full report

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE
RECOMMENDATION

- (1) *That a subsidy program for aquatics instructors and lifeguards, as outlined in the report titled “Aquatics Instructor and Lifeguard Subsidy Program Update”, dated March 21, 2024, from the Director, Recreation and Sport Services, be endorsed; and*
- (2) *That a one-time additional level request to continue the subsidy program for aquatics instructors and lifeguards be considered in the 2025 budget process.*

Consent
Agenda
Item

9. **HUGH BOYD COMMUNITY FACILITY AND FIELDHOUSE PROJECT**
(File Ref. No.) (REDMS No.)

PARKS, RECREATION AND CULTURAL SERVICES COMMITTEE
RECOMMENDATION

That staff reach out to the Musqueam Indian Band to appoint a member to the building committee of the Hugh Boyd Community Facility and Fieldhouse project.

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Consent
Agenda
Item

10. **AMENDMENT TO THE APPOINTMENT OF AN APPROVING OFFICER**

(File Ref. No. 01-0172-02) (REDMS No. 7649221)

CNCL-63

See Page CNCL-63 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

That the appointment of Joe Erceg as Approving Officer for the City, as per Council Resolution S03/5-02, adopted by Council on October 20, 2003, be rescinded.

Consent
Agenda
Item

11. **CLARIFICATION OF WALL OF FAME POLICY**

(File Ref. No.

CNCL-65

See Page CNCL-65 for full report

GENERAL PURPOSES COMMITTEE RECOMMENDATION

That the current number 4 be deleted and that point 4 of the Richmond Sports Wall of Fame Policy 8711 be updated to read, "Inductees must have Richmond residency and have made a contribution to the Richmond Community."

Consent
Agenda
Item

12. **2023 CONSOLIDATED FINANCIAL STATEMENTS**

(File Ref. No. 03-0905-01) (REDMS No. 7649224)

CNCL-67

See Page CNCL-67 for full report

FINANCE COMMITTEE RECOMMENDATION

That the 2023 City of Richmond Consolidated Financial Statements as presented in Attachment 2 be approved.

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Consent
Agenda
Item

13. **HOUSING AGREEMENT BYLAW NO. 10524 AND HOUSING AGREEMENT BYLAW NO. 10525 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW-END MARKET RENTAL (LEMR) AND MARKET RENTAL UNITS AT 10611 AND 10751 RIVER DRIVE**
(File Ref. No. 12-8060-20-010524) (REDMS No. 7596452)

CNCL-165

See Page CNCL-165 for full report

PLANNING COMMITTEE RECOMMENDATION

- (1) *That Housing Agreement (Affordable Housing) (10611 and 10751 River Drive) Bylaw No. 10524 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Low-End Market Rental (LEMR) Units required by rezoning application RZ 21-941625, be introduced and given first, second and third readings; and*
- (2) *That Housing Agreement (Market Rental Housing) (10611 and 10751 River Drive) Bylaw No. 10525 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Market Rental Units required by Rezoning Application RZ 21-941625, be introduced and given first, second and third readings.*



Consent
Agenda
Item

14. **HOUSING AGREEMENT (AFFORDABLE HOUSING) BYLAW NO. 10512 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW END MARKET RENTAL (LEMR) UNITS AT 4651, 4671, 4691 SMITH CRESCENT, AND 23301, 23321, 23361, 23381 GILLEY ROAD**
(File Ref. No. 08-4057-05) (REDMS No. 7510319)

CNCL-213

See Page CNCL-213 for full report

PLANNING COMMITTEE RECOMMENDATION

That Housing Agreement (Affordable Housing) (4651, 4671, 4691 Smith Crescent, and 23301, 23321, 23361, 23381 Gilley Road) Bylaw No. 10512 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with requirements of Section 483 of the Local Government Act, to secure the Low End Market Rental (LEMR) Units required by rezoning application RZ 21-942276, be introduced and given first, second and third readings.



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Item

- 15. APPLICATION BY KENNETH KIM ARCHITECTURE INC. FOR REZONING AT 6560 AND 6580 WILLIAMS ROAD FROM “SINGLE DETACHED (RS1/E)” ZONE TO “LOW DENSITY TOWNHOUSES (RTL4)” ZONE
(File Ref. No. RZ 21-945388) (REDMS No. 7590174)

CNCL-245

See Page CNCL-245 for full report

PLANNING COMMITTEE RECOMMENDATION

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10546, for the rezoning of 6560 and 6580 Williams Road from “Single Detached (RS1/E)” zone to “Low Density Townhouses (RTL4)” zone, be introduced and given first, second and third reading.

CONSIDERATION OF MATTERS REMOVED FROM THE
CONSENT AGENDA

PUBLIC ANNOUNCEMENTS AND EVENTS

NEW BUSINESS

BYLAWS FOR ADOPTION

CNCL-271

Traffic Bylaw No. 5870, Amendment **Bylaw No. 10543**
Opposed at 1st/2nd/3rd Readings – None.

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CNCL-272 Traffic Bylaw No. 5870, Amendment **Bylaw No. 10554**
Opposed at 1st/2nd/3rd Readings – None.

CNCL-273 Annual Property Tax Rates (2024) **Bylaw No. 10547**
Opposed at 1st/2nd/3rd Readings – None

DEVELOPMENT PERMIT PANEL

16. RECOMMENDATION

CNCL-277 *That the **minutes** of the Development Permit Panel meeting held on April 24, 2024 be received for information.*

ADJOURNMENT



Regular Council

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Place: Council Chambers
Richmond City Hall

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

Corporate Officer – Claudia Jesson

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

RES NO. ITEM

MINUTES

- R24/8-1 1. It was moved and seconded
That:
 - (1) *the minutes of the Regular Council meeting held on April 8, 2024, be adopted as circulated; and*
 - (2) *the minutes of the Regular Council meeting for Public Hearings held on April 15, 2024, be adopted as circulated.*

CARRIED



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AGENDA ADDITIONS & DELETIONS

R24/8-2 It was moved and seconded
That Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10218 be deleted from the Bylaws for Adoption.
That Item No. 18A– “Support for Non-Profit Organizations Providing Meals to Food Insecure Individuals in Richmond” be added to the consent Council Agenda.

CARRIED

COMMITTEE OF THE WHOLE

R24/8-3 2. It was moved and seconded
That Council resolve into Committee of the Whole to hear delegations on agenda items (7:01 p.m.).

CARRIED

3. Delegations from the floor on Agenda items - None

R24/8-4 4. It was moved and seconded
That Committee rise and report (7:02 p.m.).

CARRIED

CONSENT AGENDA

R24/8-5 5. It was moved and seconded
That Items No. 6 through No. 13 and No. 15 through No. 18A be adopted by general consent.

CARRIED

6. **COMMITTEE MINUTES**

2.



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That the minutes of:

- (1) *the Community Safety Committee meeting held on April 9, 2024;*
- (2) *the General Purposes Committee meeting held on April 15, 2024;*
- (3) *the Special Finance Committee meeting held on April 15, 2024;*
- (4) *the Planning Committee meeting held on April 16, 2024; and*
- (5) *the Public Works and Transportation Committee meeting held on April 17, 2024;*

be received for information.

ADOPTED ON CONSENT

7. 2024-2025 RICHMOND RCMP DETACHMENT ANNUAL PERFORMANCE PLAN COMMUNITY PRIORITIES

(File Ref. No. 01-0340-35-CSAF1) (REDMS No. 7592175)

That the priorities, Property Crime, Organized Crime, Road Safety and Vulnerable Persons, listed in the report titled “2024-2025 Richmond RCMP Detachment Annual Performance Plan –Community Priorities”, dated March 19, 2024, from the Officer in Charge, Richmond RCMP, be endorsed for inclusion in the Richmond RCMP Detachment’s fiscal year 2024-2025 (April 1, 2024 to March 31, 2025) Annual Performance Plan.

ADOPTED ON CONSENT

8. 2024 COMMUNITY CELEBRATION GRANTS ALLOCATION

(File Ref. No. 03-1085-06) (REDMS No. 7618438, 7619309, 7629130)

- (1) *That the 2024 Community Celebration Grants be awarded for the recommended amount of \$52,536 as identified in Attachment 2 of the staff report titled, “2024 Community Celebration Grants Allocation”, dated March 11, 2024, from the Director, Arts, Culture and Heritage Services; and*
- (2) *That the grant funds be distributed accordingly.*

ADOPTED ON CONSENT



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9. **PROPOSED ENERGY AND EMISSIONS REPORTING REQUIREMENTS FOR LARGE EXISTING BUILDINGS IN RICHMOND**

(File Ref. No. 10-6125-07-02) (REDMS No. 7511048)

That, as described in the report titled “Proposed Energy and Emissions Reporting Requirement for Large Existing Buildings in Richmond” from the Director, Sustainability and District Energy, dated March 18, 2024:

- (1) Staff proceed with engaging building owners and managers of large industrial, light industrial warehouse, commercial retail and office uses on proposed annual energy and emissions reporting requirements as described in Proposed Stakeholder Engagement Program; and*
- (2) Report back on results of stakeholder consultation, including next steps on a proposed annual reporting requirement for buildings 100,000 ft² and larger in floor area.*

ADOPTED ON CONSENT

10. **AWARD OF CONTRACT 8254S – PEOPLESOFT SOFTWARE TECHNICAL SUPPORT SERVICES**

(File Ref. No. 03-1000-20-8254S) (REDMS No. 7575616)

- (1) That contract 8254S – PeopleSoft Software Technical Support Services as detailed in the staff report titled “Award of Contract 8254S – PeopleSoft Software Technical Support Services”, dated March 4, 2024, from the Director, Information Technology be awarded for a three-year term to Oracle Canada ULC for an aggregate value of \$1,263,008.87, excluding taxes; and*
- (2) That the Chief Administrative Officer and the General Manager, Finance and Corporate Services be authorized to execute the contract and all related documentation with Oracle Canada ULC for the three-year term.*

ADOPTED ON CONSENT



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11. **ANNUAL PROPERTY TAX RATES (2024) BYLAW NO. 10547**
(File Ref. No. 12-8060-20-010547) (REDMS No. No. 7578836, 7591296, 7653445, 7640370)

That the Annual Property Tax Rates (2024) Bylaw No. 10547 be introduced and given first, second and third readings.

ADOPTED ON CONSENT

12. **HERITAGE ALTERATION PERMIT AND STEVESTON VILLAGE HERITAGE CONSERVATION GRANT PROGRAM APPLICATIONS FOR 3711 AND 3731 CHATHAM STREET**
(File Ref. No. 08-4105-20- HA 23-035787) (REDMS No. 7570719, 6142346)

(1) *That a Heritage Alteration Permit which would permit building envelope conservation work on the identified heritage building at 3711 and 3731 Chatham Street, be issued; and*

(2) *That an additional grant request of \$100,000 from the Richmond Hospital/Healthcare Auxiliary be approved under the Steveston Village Heritage Conservation Grant Program to assist with the proposed exterior conservation of the identified heritage building at 3711 and 3731 Chatham Street, and disbursed in accordance with Council Policy 5900.*

ADOPTED ON CONSENT

13. **2021–2031 COLLABORATIVE ACTION PLAN TO REDUCE AND PREVENT POVERTY IN RICHMOND: PROGRESS REPORT FOR 2022–2023**

(File Ref. No. 08-4055-08) (REDMS No. 7582374, 7636834)

(1) *That the 2021–2031 Collaborative Action Plan to Reduce and Prevent Poverty in Richmond: Highlights from 2022–2023 (Attachment 1), as outlined in the staff report titled “2021–2031 Collaborative Action Plan to Reduce and Prevent Poverty in Richmond: Progress Report for 2022–2023”, dated March 14, 2024, from the Director, Community Social Development, be received for information; and*



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- (2) *That the 2021–2031 Collaborative Action Plan to Reduce and Prevent Poverty in Richmond: Highlights from 2022 to 2023, be distributed to key community partners, local Members of Parliament, local Members of the Legislative Assembly and posted on the City website.*

ADOPTED ON CONSENT

14. SECOND AVENUE TRAFFIC CALMING

(File Ref. No. 10-6450-09-01; 12-8060-20-010543) (REDMS No. 7584183, 7662722, 7661045)

Please see Page 9 for action on this item.

15. PROPOSED AMENDMENTS TO TRAFFIC BYLAW NO. 5870 FOR SPEED LIMIT REDUCTIONS IN HAMILTON

(File Ref. No. 10-6450-15-01; 12-8060-20-010554) (REDMS No. 7606657, 7606309)

That the Traffic Bylaw No. 5870, Amendment Bylaw No. 10554, be given first, second and third readings.

ADOPTED ON CONSENT

16. CLOTHING AND TEXTILE WASTE

(File Ref. No. 10-6370-11-01) (REDMS No. 7277586)

- (1) *That Option 3, as outlined in the staff report titled “Clothing and Textile Waste”, dated March 5, 2024, be endorsed;*
- (2) *That a letter be written to the Honourable George Heyman, Minister of Environment and Climate Change Strategy, to request the establishment of an extended producer responsibility program for post-consumer textile waste in British Columbia; and*
- (3) *That one-time funding of \$60,000 from the General Waste and Recycling Provision for the Clothing and Textile Waste expenditures be approved, and that the Consolidated 5 Year Financial Plan (2024-2028) be amended accordingly.*

ADOPTED ON CONSENT



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**17. RECYCLING AND SOLID WASTE MANAGEMENT – REPORT 2023:
BACK TO BASICS**

(File Ref. No. 10-6370-01) (REDMS No. 7605510)

- (1) *That the report titled “Recycling and Solid Waste Management – Report 2023: Back to Basics”, dated March 11, 2024, from the Director, Public Works Operations, be endorsed.*
- (2) *That the “Recycling and Solid Waste Management – Report 2023: Back to Basics” 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.*

ADOPTED ON CONSENT

**18. PUBLIC ELECTRIC VEHICLE CHARGING NETWORK – USE OF
PROCEEDS FROM LOW CARBON FUEL STANDARD (LCFS)
CREDITS**

(FILE REF. NO. 10-6125-01; 10-6460-03) (REDMS NO. 7502514)

That, as described in the report titled “Public Electric Vehicle Charging Network – Use of Proceeds from Low Carbon Fuel Standard (LCFS) Credits”, from the Director, Sustainability and District Energy and Director, Public Works Operations, dated April 17, 2024:

- (1) *Staff be authorized to sell LCFS carbon credits at the highest value to the City;*
- (2) *Revenue from the sale of LCFS carbon credits be put into the City’s Carbon Tax Provision account and be reserved for capital and operating costs related to the installation and maintenance of new electric vehicle charging stations;*
- (3) *The Chief Administrative Officer and General Manager, Finance and Corporate Services, be authorized to enter into an agreement for the sale, aggregation and/or contract to sell LCFS carbon credits; and*
- (4) *Staff report back in three years updating Council on use of revenue generated from the sale of LCFS carbon credits to expand the City’s EV charging infrastructure.*

ADOPTED ON CONSENT

7.



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18A. SUPPORT FOR NON-PROFIT ORGANIZATIONS PROVIDING MEALS TO FOOD INSECURE INDIVIDUALS IN RICHMOND

(File Ref. No. No. 08-4055-01) (REDMS No. 7600831, 7619533, 7356387)

- (1) *That the Health, Social and Safety Grant criteria be reviewed to determine the appropriate allocation of resources based on community needs and priorities and that staff report back prior to the next application intake in September 2024;*
- (2) *That one-time funding of \$54,560 be provided to Church on Five to support its After Hours Outreach Program in keeping with the terms of the Health, Social and Safety Grant Program Guidelines as described in the report titled "Support for Non-Profit Organizations Providing Meals to Food Insecure Individuals in Richmond" by the Acting Director, Community Social Development;*
- (3) *That one-time funding of \$12,210 be provided to St. Alban's Anglican Church and one-time funding of \$24,097 be provided to Pathways Clubhouse towards their respective 2024 food security initiatives in keeping with the terms of the Health, Social and Safety Grant Program Guidelines as described in the report titled "Support for Non-Profit Organizations Providing Meals to Food Insecure Individuals in Richmond" by the Acting Director, Community Social Development; and*
- (4) *That a letter be written to senior levels of government, including the Premier of British Columbia; Minister of Housing; Minister of Diversity, Inclusion and Persons with Disabilities; Minister of Families, Children and Social Development; Minister of Housing; Minister of Social Development and Poverty Reduction; Attorney General; Richmond's Members of Parliament and Members of the Legislative Assembly; and BC Housing, to advocate for increased sustainable funding to support municipalities in responding to the growing homelessness and food insecurity in communities.*

ADOPTED ON CONSENT



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CONSIDERATION OF MATTERS REMOVED FROM THE
CONSENT AGENDA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE –
Councillor Carol Day, Chair

14. SECOND AVENUE TRAFFIC CALMING

(File Ref. No. 10-6450-09-01; 12-8060-20-010543) (REDMS No. 7606657, 7606309)

R24/8-6

It was moved and seconded

- (1) *That Option 2 to implement two speed humps on Second Avenue, as described in the staff report titled “Second Avenue Traffic Calming”, dated March 18, 2024, from the Director, Transportation, be endorsed;*
- (2) *That Option 3 to reduce the posted speed limit on Second Avenue to 30 km/h, as described in the staff titled “Second Avenue Traffic Calming”, dated March 18, 2024, from the Director, Transportation, be endorsed; and*
- (3) *That Traffic Bylaw No. 5870, Amendment Bylaw No. 10543, to revise the posted speed limit of Second Avenue from Steveston Highway to Chatham Street to 30 km/h, be introduced and given first, second and third reading.*

The question on the motion was not called as discussion ensued with respect to (i) the public petition submitted by 25 residents living along Second Avenue, supporting the safety measures put forth for the area, (ii) the need for traffic calming and speed mitigation measures in Steveston proper, and (iii) a six month to one year review by staff of the new implemented safety measures in the area.

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

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

R24/8-7

It was moved and seconded

To examine reducing the speed limit in the residential township of Steveston and look to see if any other calming measures are required.



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The question on the referral motion was not called as discussion ensued with regards to conducting a thorough study of other areas in Steveston to analyze if traffic calming and speed reduction measures are required and warranted.

The question on the **referral** motion was then called and it was **CARRIED** with Cllrs. Au and Loo opposed.

PUBLIC ANNOUNCEMENTS

Mayor Brodie announced that Maho Kawasaki and Geovany Cheng were appointed to the Richmond Child Care Development Advisory Committee for a one and a half year term to expire on December 31, 2025.

BYLAWS FOR ADOPTION

R24/8-8

It was moved and seconded

That the following bylaws be adopted:

Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122, Amendment Bylaw No. 10504;

Municipal Ticket Information Authorization Bylaw No. 7321, Amendment Bylaw No. 10505;

Building Regulation Bylaw No. 7230, Amendment Bylaw No. 10506; and

Road Closure and Removal of Road Dedication Bylaw No. 10225.

CARRIED

R24/8-9

It was moved and seconded

That the following bylaws be adopted:

Richmond Official Community Plan Bylaw 9000 and 7100, Amendment Bylaw No. 9874;

Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 9875; and



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Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 9749.

CARRIED

R24/8-10

It was moved and seconded

That the following bylaw be adopted:

Richmond Zoning Bylaw No. 8500, Amendment Bylaw No. 10357.

CARRIED

Opposed: Cllrs. Day
Gillanders
Wolfe

DEVELOPMENT PERMIT PANEL

R24/8-11

19. It was moved and seconded

(1) That the minutes of the Development Permit Panel meeting held on March 27, 2024 and the Chair's report for the Development Permit Panel meeting held on September 27, 2023, October 25, 2023, November 16, 2023 and March 13, 2024, and March 27, 2024, be received for information.

(2) That the recommendations of the Panel to authorize the issuance of:

- (a) Development Permit (DP 21-945828) for the properties at 900 and 1000 Ferguson Road;*
- (b) of Development Permit (DP 17-790086) for the properties at 9291 and 9311/9331 No. 2 Road*
- (c) a Development Permit (DP 22-013200) for the property at 6011 River Road;*
- (d) a Development Permit (DV 22-011004) for the property at 8451 No. 5 Road; and*
- (e) a Development Permit (DP 22-013081) for the properties at 8740, 8760, 8780 and 8800 Spires Road;*

be endorsed, and the Permits so issued.

CARRIED

11.



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PUBLIC DELEGATIONS ON NON-AGENDA ITEMS

- R24/8-12 20. It was moved and seconded
That Council resolve into Committee of the Whole to hear delegations on non-agenda items (7:54 p.m.).

CARRIED

- (1) Cailan Libby referred to his submission (copy on file, City Clerk's Office) and provided information on the Refugee Housing Canada Program, highlighting that this program was developed between Metro Vancouver and the Greater Toronto area in an effort to help refugees find homes. It allows home owners (hosts) to open up spare bedrooms and extra spaces in their homes to refugees for a period of time from a few weeks to up to a few months to help them get established in communities, gain employment, build friendships and start a new chapter of life in Canada.

In response to queries from Committee, the delegate replied that (i) this program is not a replacement for other housing solutions for refugees, (ii) there is no defined maximum term for the rental arrangement, however, at least four to nine months as a trial period is encouraged, (iii) in BC, home share arrangements are exempted from the Residential Tenancy Act, (v) mediation support is provided to help moderate home share arrangements to ensure they work for both parties (host families and refugees); (vi) this app is currently being used in the greater Toronto area with small scale pilots in the Metro Vancouver area, however, development of this application and program is on-going; and (vii) host families and refugees go through an extensive verification and vetting process.

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

- R24/8-13 It was moved and seconded
That staff review the Refugee Housing Canada Program and report back.

CARRIED



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- (2) Sheldon Starrett, Richmond resident, spoke to his submission (copy on file, City Clerk's office) expressing concerns and queries with respect to the rules and regulations pertaining to the Richmond Council Code of Conduct complaint process as it relates to the public.
- (3) Fion Lo, Richmond resident, delegated on the Richmond Council Code of Conduct.

R24/8-14 21. It was moved and seconded
That Committee rise and report (8:16 p.m.).

CARRIED

ADJOURNMENT

R24/8-15 It was moved and seconded
That the meeting adjourn (8:17 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 22, 2024.

Mayor (Malcolm D. Brodie)

Corporate Officer (Claudia Jesson)

For Metro Vancouver meetings on Friday, April 26, 2024

Please note these are not the official minutes. Board in Brief is an informal summary. Material relating to any of the following items is available on request from Metro Vancouver. For more information, please contact: media@metrovancover.org.

Metro Vancouver Regional District

E1.1 Regional Greenways 2050 Plan Implementation Update

RECEIVED

The Board received for information a report that summarizes Metro Vancouver’s efforts to advance implementation of the *Regional Greenways 2050* plan. Advancing completion of the regional greenway network requires collaborative action by municipal jurisdictions, TransLink, First Nations, Metro Vancouver, other levels of government, and other regional partners. Since Board adoption of the *Regional Greenways 2050* plan in 2020, Metro Vancouver has advanced 21 projects under seven implementation roles — often in partnership with municipal jurisdictions. Significant projects include hosting the 2023 Regional Greenway Network Implementation Forum and updating the Regional Greenway Network operational status map.

E1.2 Manager’s Report – Regional Parks

RECEIVED

The Board received for information the Manager’s Report for Regional Parks. It included information on the silent trails pilot, community involvement review, and various smaller updates from service areas around the region.

E2.1 Appointment of Enforcement Officers and Assistant District Director

APPROVED

Recent changes in staffing have resulted in a need to update staff appointments as Metro Vancouver Board-designated officers under the *Air Quality Management Bylaw*, the *Environmental Management Act*, and the *Offence Act*.

The Board, pursuant to the *Air Quality Management Bylaw* and the *Environmental Management Act*:

- appointed Metro Vancouver employee Sonny Johal as assistant district director
- rescinded the appointment of Scott Brown as an officer
- appointed Metro Vancouver employees Sonia Ganjehei and Nicole MacDonald as officers

The Board, pursuant to section 28 of the *Offence Act* for the purpose of serving summons for alleged violations under the *Air Quality Management bylaw*:

- rescinded the appointment of Scott Brown
- appointed Metro Vancouver employees Sonia Ganjehei and Nicole MacDonald

E3.1 Where Matters II – Final Report

RECEIVED

Metro Vancouver has been participating in and financially contributing to the *Where Matters* study with other partners — including TransLink, Vancouver Coastal Health, the Real Estate Foundation of BC, and UBC’s Health and Community Design Lab — to better understand the relationship between health outcomes and built environment. Phase 2 of *Where Matters* also included the City of North Vancouver as a partner.

The findings confirm that living in more walkable rather than car-dependent neighbourhoods is associated with positive health and environmental outcomes.

The Board received the report for information and forwarded it to member jurisdictions for information with an offer to present the report findings to councils. Furthermore, the Board directed staff to forward the report to staff at the Ministry of Health including local health authorities, Ministry of Housing, Ministry of Municipal Affairs, and Ministry of Transportation and Infrastructure for information.

E3.2 Tree Canopy Cover and Impervious Surface – 2020 Update

RECEIVED

This report presents the latest figures for tree canopy and impervious surface cover. In 2020, impervious surfaces covered 54 per cent of lands within *Metro 2050*’s Urban Containment Boundary, a four per cent increase over 2014. Meanwhile, tree canopy covered 31 per cent of lands within the Urban Containment Boundary, a one per cent decrease. Loss was primarily associated with greenfield development and densifying urban areas. Increased growth and intensification pressures, as well as implementation of the new provincial housing legislation allowing greater intensification of urban lots, will likely lead to further tree canopy cover losses and impervious surface increases.

However, with the implementation of progressive tree retention and urban forest expansion strategies, it is possible to offset these losses. With the adoption of *Metro 2050*, a regional target was introduced to increase the total regional tree canopy cover within the Urban Containment Boundary to 40 per cent by the year 2050. *Metro 2050* also includes an action for Metro Vancouver to collect tree canopy cover and impervious surface data and share it with member jurisdictions. Regional tree canopy cover, impervious surface, and potential planting area datasets have been updated based on the most recent regional data from 2020 and compared with measurements taken in 2014.

The Board received the report for information and resolved to share the findings and data sets with member jurisdictions with an offer of a staff presentation to Council if desired.

E3.3 Metro Vancouver Tree Regulations Toolkit Update

RECEIVED

This report highlights the updated Metro Vancouver Tree Regulations Toolkit. The findings indicate that as the region develops, it is critical to require adequate space to retain or grow trees post-development, and that regulatory tools such as land-use bylaws, development permit areas, and development, subdivision, and servicing bylaws, can support the foundation for long-term protection and growth of trees.

Originally developed by Diamond Head Consulting in 2021, the toolkit provides guidance on regulatory tools that can be used to protect trees and increase tree canopy cover at the local level.

In response to the ongoing challenges associated with preserving trees in this rapidly growing urban region, and working towards the regional urban tree canopy cover target in *Metro 2050*, Metro Vancouver again retained Diamond Head Consulting in 2023 to update the toolkit with more robust information in the land use-focused sections of the document. That work has now been completed.

The Board received the report for information and forwarded it to member jurisdictions for information with an offer to present to councils upon request.

E3.4 2023 Survey of Licensed Child Care Spaces and Policies in Metro Vancouver

RECEIVED

This report finds that there has been a 35 per cent increase in child care spaces in the region, from 18.6 spaces per 100 children under 12 in 2019 to 25.1 in 2023. The positive results are likely directly related to the significant increase in funding provided from the provincial and federal governments under the ChildCareBC strategy, the notable increase of stand-alone child care strategies in local governments across the region, and other regulatory tools such as zoning and financial incentives.

The 2023 update of the survey reflects the current inventory of the total number of child care spaces in the region. In addition, the municipal mail-out survey that is undertaken in support of the update was expanded to capture a more robust view and a better understanding of the challenges of current child care planning in the region.

The Board received the report for information and resolved to forward it to member jurisdictions for information with an offer for council presentations upon request.

E4.1 Audited 2023 Financial Statements and Annual Financial Results

APPROVED

This report presents the draft Audited 2023 Financial Statements and the 2023 Annual Financial Results.

The 2023 operating surplus was \$12.8 million (1.2 per cent of budget), lower than the four-year average of \$36 million, largely from a challenging economic environment and higher inflation. The surplus is largely attributable to higher water sales related to the warmer spring and summer months and lower consulting and contracted services expenditures in GVWD; slightly higher rental income and lower expenditures in property operations and minor maintenance work in MVHC; and staff vacancies and less spending on consulting and contracted services in the MVRD.

The 2023 Capital expenditures surplus was \$502.4 million, 40.3% of the planned budget of \$1.2 billion. Design and construction delays occurred in projects related to wastewater treatment plants, water mains, and solid waste facilities, as well as and permitting and development delays in housing and parks projects.

Metro Vancouver maintains a healthy liquidity position, with cash 2.5 times higher than its current obligations. This is critical to ensure ongoing capacity to continue to finance infrastructure investments and provide ongoing services.

The Board approve the Audited 2023 Consolidated Financial Statements as presented.

E5.1 UBCM 2024 Community Excellence Awards Nominations

APPROVED

The Union of BC Municipalities (UBCM) Community Excellence Awards recognize members that have implemented projects or programs that demonstrate excellence in meeting the purposes of local government.

The Board supported entries for the UBCM 2024 Community Excellence Award. The nominations include:

- Excellence in Service Delivery: Ferguson Road Upgrades
- Excellence in Asset Management: Earthquake Early Warning System and Strategic Response System
- Excellence in Sustainability: Señákw Development Sewer Heat Recovery District Energy System

E6.1 Proclamation of Clean Transportation Month 2024

APPROVED

The Board proclaimed June 2024 as “Clean Transportation Month” in the Metro Vancouver region.

In 2022 and 2023, Invest Vancouver sought a proclamation of Clean Transportation Month from the Board and the Province of BC to highlight emerging clean tech solutions in the region and to proactively create opportunities for investment and industry growth. More companies and organizations are seeing the value of recognizing June as clean transportation month with events such as Hydrogen International Expo and Conference, Bike to Work Week, and Car Free Days all held in the month of June. Given the number of events and prospective attendees, there is an opportunity to once again promote the clean transportation industry to the general public by designating June 2024 as a month to celebrate and highlight clean transportation.

G1.1 Policy Update: Procurement and Real Property Contracting Authority Policies

APPROVED

The *Procurement and Real Property Contracting Authority Policy* outlines the authorization and competition requirements for the procurement of goods, services, and construction, as well as the authorization and general requirements for the acquisition, disposition, use, or management of real property. The policy was created in 2014 with a minor update in 2017. It is appropriate and best practice for organizations to regularly review policies and delegated authorities to improve accountability and internal controls, risk mitigation, operational efficiency, and overall fairness and transparency related to procurement and real estate activity.

Staff recently conducted a policy review and recommended replacing the policy with two new Board policies and two new corporate policies which take into consideration: benchmarks from other public sector organizations; efficiency impacts; internal financial controls and risk management; business needs and changes in the business; financial and regulatory environment; market conditions; and alignment with the Board strategic priorities.

The Board:

- Adopted the *Procurement and Asset Disposal Authority Policy* and *Real Estate Authority Policy* as presented, effective June 1, 2024
- Rescinded the *Asset Disposal Policy* and the *Procurement and Real Property Contracting Authority Policy* effective May 31, 2024
- Revised the *Fleet Planning and Acquisition Policy* as presented, effective June 1, 2024
- Gave first, second, and third readings to *Metro Vancouver Regional District Officers and Delegation Amendment Bylaw No. 1375, 2024*, then adopted said bylaw

I 1 Committee Information Items and Delegation Summaries

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

Regional Parks Committee – April 3, 2024

Information Items:

E2 Pacific Spirit Regional Park - Wreck Beach Update

Renowned for its natural beauty and its unique social character, Wreck Beach is a popular destination within Pacific Spirit Regional Park. As a result of its remote location and increasing popularity, Metro Vancouver and its partner agencies have been responding to a relatively high number of emergencies and safety incidents in recent years. With input from emergency response providers, strategies have been developed to improve public safety at Wreck Beach. This multipronged action plan uses an integrated approach that takes into consideration site design, education, enforcement, and partnerships.

Climate Action Committee – April 4, 2024

Delegation Summaries:

C1 Joanne McBrinn, Fraser River Community Alliance

Subject: Air quality and human health impacts re: Iona Barge Berth.

C2 Mariko Michasiw, B2E Program Manager, Zero Emissions Innovation Centre (ZEIC)

Subject: Manager’s Report - Retrofit Canada Conference

Information Items:

E2 Regional Multi-Hazard Mapping Project

In March, the Regional Planning Committee and MVRD Board received a report on the Regional Multi-Hazard Mapping Project for information.

Given the content of the report, it is now being presented to the Climate Action Committee for information. The report highlights the results of the Regional Multi-Hazard Mapping project, which includes the completion of regional single-hazard maps, data quality rating maps, and multi-hazard maps for four hazards: coastal flooding, riverine flooding, earthquake, and wildfire. Understanding the region’s at-risk and hazard-exposed areas is critical to making informed land use decisions. The results of the project will allow Metro Vancouver and member jurisdictions to consider and integrate regional-scale hazard information for several hazard types into planning analysis, projects, and models for the first time. The mapping will be shared internally and externally with key partners, and will be made available upon request. Metro Vancouver will update the hazard maps in the future as new data becomes available.

E3 Best Practices in Communicating Climate

Staff are studying emerging research and best practices around climate communications. This research supports engagement and can help to build broad support with the public in this rapidly evolving area. Staff have generated a presentation to highlight some of the learnings for the interest of the committee. The presentation includes examples of some current practices being used at Metro Vancouver.

Regional Planning Committee – April 5, 2024

Information Items:

E6 Regional Affordable Housing Strategy Update (Housing 2050: A Roadmap to Implement Metro 2050’s Housing Goal) – Scope of Work

This report presents the scope of work for the update to the *Regional Affordable Housing Strategy*, including policy context, project tasks, and timelines. The update will identify impactful policy interventions to support the housing policies and actions of *Metro 2050*, focusing on the following key areas of impact:

- Non-market/below-market rental housing delivery and preservation
- Achieving the 15 per cent regional affordable rental housing target
- Regional coordination and advocacy (e.g., housing policy alignment and simplification of regulations, centralized/supportive roles for the region, partnerships, etc.)

Since 2016, when the most recent *Regional Affordable Housing Strategy* was adopted, Metro Vancouver and its member jurisdictions have made significant progress toward the high-level housing objectives of the strategy. There have also been substantial changes to the affordable housing policy landscape across the region, the province, and the country. Despite this, an affordable housing gap remains, and quantifiable and coordinated action will be required to meet regional housing needs, and achieve the high-level housing policies outlined in *Metro 2050*, the regional growth strategy.

The Metro Vancouver *Board Strategic Plan (2022-2026)* directs staff to advance *Metro 2050* housing policies through the creation of an action-oriented roadmap that will support the implementation of *Metro 2050* housing policies, and help achieve the regional target of 15 per cent affordable rental housing for newly completed housing units in Urban Centres and along transit corridors.

E7 Regional Hazard, Risk, and Vulnerability Analysis Options Assessment – Scope of Work

This report provides the scope of work for a project to consider and analyze options for a future regional-scale *Hazard, Risk, and Vulnerability Analysis (HRVA)*. Given the new risk assessment requirements for local authorities outlined in the *Emergency and Disaster Management Act*, alignment with *Metro 2050* and *Climate 2050* policy direction, and the significant resources that would be required to develop a regional HRVA, an options analysis will be undertaken to identify how a coordinated regional approach could most effectively provide value, support both local and regional resilience efforts, and fill implementation gaps. The project is expected to be completed by the end of 2024 and the findings will be provided to the Regional Planning Advisory, Regional Emergency Planners, Regional Planning, Climate Action, and Flood Resiliency committees, and MVRD Board.

E8 Economic Value of Industrial Lands Study Update – Scope of Work

Metro Vancouver is now updating the 2019 Economic Value of Industrial Lands Study to incorporate the latest data available, including employment counts from the 2021 Census and land uses from the 2020 Regional Industrial Lands Inventory.

The MVRD Board approved the *Regional Industrial Lands Strategy (RILS)* in 2020. It sets out 34 actions and recommendations that continue to be implemented. To support the development of RILS, Metro Vancouver commissioned the Industrial Lands: Economic Impact and Future Importance Study completed in 2019 documenting the economic value and employment contribution of industrial lands in the region. The study provided a better understanding for Metro Vancouver and its member jurisdictions of the importance of industrial lands to the regional economy, and informed the completion of the RILS, its ongoing implementation, and the development of *Metro 2050*.

Finance Committee – April 10, 2024

Information Items:

E1 2023 Metro Vancouver Regional District Final Audit Findings Report for the Year Ended December 31, 2023

Under provincial legislation, an external audit must be undertaken annually for all Metro Vancouver Districts and the Housing Corporation. The attached report, prepared by Metro Vancouver’s external auditors, BDO Canada LLP Chartered Professional Accountants, summarizes the results of the annual audit for fiscal year 2023, which was completed using Canadian generally accepted auditing standards. Two new accounting standards were implemented in 2023: the Asset Retirement Obligation and the Financial Instrument standards. These standards had minimal effect on the 2023 financial results. The 2023 financial statements received a clean audit opinion by the external auditors and will be finalized upon approval by the Board on April 26, 2024.

Indigenous Relations Committee – April 12, 2024

Information Items:

E3 Technical Working Groups with Local First Nations

Metro Vancouver Indigenous Relations staff have initiated staff-level technical working groups with several local First Nations. The intent is to improve overall communication about our engagement processes including discussions on specific Metro Vancouver projects, plans, and initiatives. The purpose of the technical working groups is to strengthen our operational relationships with local First Nations.

E4 Quarterly Update Report on Reconciliation Activities

This update report provides a summary of reconciliation events and activities undertaken by the Metro Vancouver Indigenous Relations Department over the last quarter as well as information on upcoming reconciliation events and activities planned for the next quarter.

Metro Vancouver Housing

E1.1 Award of ITT No. 23-435 for Construction Services for Minato West – Building Envelope Rehabilitation **APPROVED**

Minato West is a multi-family affordable housing site in Metro Vancouver Housing’s portfolio located in Richmond, with 110 rental homes built in 1977. MVH’s Asset Management Program identified Minato West as a site for building envelope renewal. The building envelope renewal project will be completed with tenants remaining in place, and is focused on exterior renovations to renew, revitalize, and extend the serviceable life (50 years) of the existing townhouses and apartment buildings. This renewal project provides an excellent opportunity to significantly improve energy performance and sustainability, which directly impacts tenant comfort and affordability. Upon completion, there will be an estimated reduction in energy use and GHG emissions by 30 per cent.

The Board approve award of entering into a contract for Minato West building envelope rehabilitation in the amount of up to \$6,762,920 (exclusive of taxes) to Signia Construction Ltd, subject to final review by the CAO.

E1.2 Metro Vancouver Housing 10-Year Plan Update – Scope of Work **RECEIVED**

The Board received for information an overview of the scope of work for an update to the *Metro Vancouver Housing 10-Year Plan*.

In November 2019, the MVHC Board approved the *Metro Vancouver Housing 10-Year Plan*, which sets a vision for how Metro Vancouver Housing (MVH) will provide, preserve, and expand its housing portfolio.

To date, MVH has made significant progress toward its actions and targets, and is on track to exceed its original target of adding 1,350 new and redeveloped units over 10 years, and anticipates being able to deliver 2,000-plus units. MVH is also on target to meet its 2030 energy and greenhouse gas emissions reductions targets, and has made significant expansions to the Tenant Programs and Services function. With some targets accomplished and many others underway, it is an opportune time to refresh MVH’s guiding document to: include ambitious new actions and targets; identify strategic directions for the next 10 years; and ensure that the plan remains up to date.

E2.1 Audited 2023 Financial Statements and Annual Financial Results

APPROVED

This report presents the draft Audited 2023 Financial Statements and the 2023 Annual Financial Results.

The 2023 operating surplus was \$12.8 million (1.2 per cent of budget), lower than the four-year average of \$36 million largely from a challenging economic environment and higher inflation. The surplus is largely attributable to higher water sales related to the warmer spring and summer months and lower consulting and contracted services expenditures in GVWD; slightly higher rental income and lower expenditures in property operations and minor maintenance work in MVHC; and staff vacancies and less spending on consulting and contracted services in the MVRD.

The 2023 Capital expenditures surplus was \$502.4 million, 40.3% of the planned budget of \$1.2 billion. Design and construction delays occurred in projects related to waste-water treatment plants, water mains, and solid waste facilities, as well as and permitting and development delays in housing and parks projects.

Metro Vancouver maintains a healthy liquidity position, with cash 2.5 times higher than its current obligations. This is critical to ensure ongoing capacity to continue to finance infrastructure investments and provide ongoing services.

The Board approved the Audited 2023 Consolidated Financial Statements as presented.

G1.1 Policy Update: Procurement and Real Property Contracting Authority Policies

APPROVED

The *Procurement and Real Property Contracting Authority Policy* outlines the authorization and competition requirements for the procurement of goods, services, and construction, as well as the authorization and general requirements for the acquisition, disposition, use, or management of real property. The policy was created in 2014 with a minor update in 2017. It is appropriate and best practice for organizations to regularly review policies and delegated authorities to improve accountability and internal controls, risk mitigation, operational efficiency and overall fairness and transparency related to procurement and real estate activity.

Staff recently conducted a policy review and recommended replacing the policy with two new Board policies and two new corporate policies which take into consideration: benchmarks from other public sector organizations; efficiency impacts; internal financial controls and risk management; business needs and changes in the business; financial and regulatory environment; market conditions; and alignment with the Board strategic priorities.

The Board:

- Adopted the *Procurement and Asset Disposal Authority Policy* and *Real Estate Authority Policy* as presented, effective June 1, 2024.
- Rescinded the *Asset Disposal Policy* and the *Procurement and Real Property Contracting Authority Policy* effective May 31, 2024.
- Revised the Fleet Planning and Acquisition Policy as presented, effective June 1, 2024
- Gave first, second, and third readings to *Metro Vancouver Regional District Officers and Delegation Amendment Bylaw No. 1375, 2024*, then adopted said bylaw.
- Resolved that the Consent Resolution made with effect on September 1, 2014 regarding *Procurement and Real Property Contracting Authority* ceases to have any force and effect on May 31, 2024 and authorizes the Chief Administrative Officer to:
 - establish policies and procedures for such matters as may be necessary or desirable for the efficient management, administration and operation of the Metro Vancouver Housing Corporation, including the corporate policies
 - negotiate and make, enter into, execute and deliver any contracts, agreements, and other documents and instruments to which the *Procurement and Asset Disposal Authority Policy*, or the *Real Estate Authority Policy*, does not apply
 - authorize other appointed officers and employees of the Metro Vancouver Regional District to negotiate and make, enter into, execute and deliver any contracts, agreements, and other documents and instruments to which the *Procurement and Asset Disposal Authority Policy*, or the *Real Estate Authority Policy*, does not apply

I 1 Committee Information Items and Delegation Summaries

The Board received an information item from a standing committee.

Housing Committee – April 5, 2024

Information Items:

E3 Metro Vancouver Housing Unit and Common Area Renovation Standards – Accessibility Update

Metro Vancouver Housing’s Unit Renovation Standards were created in 2018 to provide consistency and standardization of materials, installation quality, and frequency of renovations across the portfolio. In 2023, MVH updated the standards to include greater direction and detail to enhance accessibility and adaptability in existing buildings. To ensure the standards reflect the latest best practices and opportunities to enhance accessibility and adaptability of existing units and common areas, MVH has aligned with leading industry guidelines and standards. In addition, MVH commissioned Sentis Research to conduct a survey with current residents to better understand which accessibility improvements would best support existing and future tenant households.

Greater Vancouver Water District

E1.1 GVWD 2023 Water Quality Annual Report

RECEIVED

All of the water quality parameters monitored by Metro Vancouver for the regional drinking water supply met or exceeded the provincial water quality regulations and the federal *Guidelines for Canadian Drinking Water Quality*. The 2023 Water Quality Annual Report is required under the provincial Drinking Water Protection Regulation, and Metro Vancouver’s *Drinking Water Management Plan*. The annual report summarizes the analysis of approximately 166,000 tests conducted on samples collected from the GVWD source reservoirs, water treatment plants, and transmission system, as well as microbiological water quality of member jurisdictions’ systems supplied by the GVWD.

The annual report outlines how Metro Vancouver’s water quality monitoring program continues to fulfill its role in confirming that the multiple protection barriers are maintaining high quality drinking water for the region. In 2023, the water quality of the treated drinking water was excellent.

The Board received the report for information.

E1.2 Award of RFP No. 23-415 for Construction of Kennedy Newton Main - Phase 3 North Section

APPROVED

A request for proposal was issued on December 15, 2023 to five prequalified contractors for construction of Phase 3 North Section of the Kennedy Newton Main. The procurement was executed in accordance with the terms and condition of *Metro Vancouver’s Procurement Policy*.

The Board approved award of a contract in the amount of up to \$26,215,200 (exclusive of taxes) to Matcon Civil Constructors Inc., subject to final review by the Commissioner.

E2.1 Audited 2023 Financial Statements and Annual Financial Results

APPROVED

This report presents the draft *Audited 2023 Financial Statements* and the *2023 Annual Financial Results*.

The 2023 operating surplus was \$12.8 million (1.2 per cent of budget), lower than the four-year average of \$36 million largely from a challenging economic environment and higher inflation. The surplus is largely attributable to higher water sales related to the warmer spring and summer months and lower consulting and contracted services expenditures in GVWD; slightly higher rental income and lower expenditures in property operations and minor maintenance work in MVHC; and staff vacancies and less spending on consulting and contracted services in the MVRD.

The 2023 Capital expenditures surplus was \$502.4 million, 40.3% of the planned budget of \$1.2 billion. Design and construction delays occurred in projects related to wastewater treatment plants, water mains, and solid waste facilities, as well as and permitting and development delays in housing and parks projects.

Metro Vancouver maintains a healthy liquidity position, with cash 2.5 times higher than its current obligations. This is critical to ensure ongoing capacity to continue to finance infrastructure investments and provide ongoing services.

The Board approved the *Audited 2023 Consolidated Financial Statements* as presented.

G1.1 Policy Update: Procurement and Real Property Contracting Authority Policies APPROVED

The *Procurement and Real Property Contracting Authority Policy* outlines the authorization and competition requirements for the procurement of goods, services, and construction, as well as the authorization and general requirements for the acquisition, disposition, use, or management of real property. The policy was created in 2014 with a minor update in 2017. It is appropriate and best practice for organizations to regularly review policies and delegated authorities to improve accountability and internal controls, risk mitigation, operational efficiency, and overall fairness and transparency related to procurement and real estate activity.

Staff recently conducted a policy review and recommended replacing the policy with two new Board policies and two new corporate policies which take into consideration: benchmarks from other public sector organizations; efficiency impacts; internal financial controls and risk management; business needs and changes in the business; financial and regulatory environment; market conditions; and alignment with the Board strategic priorities.

The Board:

- Adopted the *Procurement and Asset Disposal Authority Policy* and *Real Estate Authority Policy* as presented, effective June 1, 2024
- Rescinded the *Asset Disposal Policy* and the *Procurement and Real Property Contracting Authority Policy* effective May 31, 2024
- Rescinded the *Procurement and Real Property Contracting Authority Policy*, effective May 31, 2024
- Gave first, second and third readings to *Greater Vancouver Water District Officers and Delegation Amendment Bylaw No. 263, 2024*, then adopted the bylaw

I 1 Committee Information Items and Delegation Summaries

The Board received information items from a standing committee.

Water Committee – April 3, 2024

Information Items:

E1 Climate Impacts on the Water Supply Areas

This report underscores the increasing influence of climate change on local weather, with 2023 emerging as the second warmest year on record since 1936. The combination of warm and dry conditions in the spring and summer caused extreme seasonal drought for the third consecutive year. Dry conditions led to an extreme wildfire season nationally, provincially, and locally.

Looking ahead, this report emphasizes the importance of climate resilience in managing regional water resources. With climate change exerting increasing pressure, proactive measures are essential to ensure the sustainability of water supply systems. Water Services continues to invest in climate monitoring programs and technological innovations to inform water supply decision-making and mitigate environmental impacts from the changing climate.

2024 is shaping up to be a slightly drier year with snowpack levels at 65 per cent of the normal average for March 15. Metro Vancouver is watching weather conditions closely and will continue to adjust reservoir operations and watering restrictions as conditions warrant.

E2 2023 Contribution Agreement Annual Reports – Seymour Salmonid Society and Coquitlam River Watershed Roundtable

The Seymour Salmonid Society (SSS) operates the Seymour River Hatchery on GVWD land and conducts stewardship activities in the Seymour River Watershed. The GVWD had a three-year (2021 – 2023) Contribution Agreement with the SSS for \$125,000 per year, and a new agreement is now in place for 2024 – 2026. The SSS released 540,000 juvenile salmonids from their hatchery in 2023 and continued to improve fish habitat conditions in the Seymour River Watershed.

The GVWD has a current four-year (2023 – 2026) contribution agreement with the Coquitlam River Watershed Roundtable (CRWR) for \$34,000 annually (plus three per cent per year). The CRWR continues to focus on community outreach and stewardship activities to enhance environmental protection measures in the Coquitlam River Watershed.

The SSS and CRWR have met the requirements of the respective 2023 GVWD contribution agreements.

E3 Drinking Water Conservation Plan: 2023 Summer Support Program Update

The Drinking Water Conservation Plan (DWCP) Summer Support Program, first implemented in 2022, was offered again in 2023 to assist member jurisdictions with the promotion and monitoring of regional lawn watering restrictions, and it will be implemented again in 2024 to interested member jurisdictions.

In 2023, the 11 participating member jurisdictions found the program complemented their existing education and enforcement programs. Program findings, including automatic versus manual watering observations and relationships between non-compliance and time of day, can be useful in developing or refining members' education and enforcement programs. Metro Vancouver will continue working proactively to promote water conservation through public education while supporting the local enforcement efforts of members. Robust enforcement is key to managing the increased demand on the

drinking water system in summer, which is driven by outdoor use. Members are encouraged to continue using the learnings from the program to build and expand their water conservation education and enforcement programs, as opposed to relying solely on this program.

E4 Drinking Water Conservation Plan: 2024 Communications and Public Outreach

Metro Vancouver delivers drinking water communications and public outreach initiatives to support the understanding of and compliance with water conservation policies and programs in the Drinking Water Conservation Plan. On April 8, Metro Vancouver began communicating Stage 1 watering restrictions that come into effect May 1. Promotional materials will be distributed to member jurisdictions for public education and enforcement purposes.

The campaign will educate residents that our drinking water is a limited resource. With an increasing population and climate change driving increased risk of drought in the summer months, emphasis will be placed on reducing water demand to ensure our drinking water is available all summer for where it's needed most: drinking, cooking, and cleaning. A media buy will include digital, social media, broadcast, and outdoor promotions. The Water Wagon will be engaged for approximately 40 event days, plus 15 days at the PNE.

E5 GVWD Electrical Energy Use, Generation, and Management

This report outlines electrical usage by the water utility, as well as energy generation and energy management projects. In 2023, the GVWD has avoided electricity purchases of \$750,000 annually by generating electrical energy at four facilities. Energy management projects completed since 2015 provide an additional estimated annual savings of \$208,000.

E6 Water Use by Sector in Metro Vancouver: 2000 – 2021 Regional Results

This report outlines the trends in water use in the region. The 2021 report analyzes water rates charged by member jurisdictions, overall water use, water use by sector, and per-capita water use. The report is based on metered water data provided by 19 member jurisdictions.

Residential water use accounted for 65 per cent of total drinking water consumption in the region in 2021. The average residential water use is slightly higher than in 2019, up by 2.3 per cent, possibly due to the 2020 and 2021 pandemic lockdowns, remote or hybrid work arrangements, and peak summer events such as the 2021 heat dome.

Water use per capita has generally declined since 2000, although overall water consumption for the region has increased. This is likely due to population growth and will be monitored closely in the coming years as the population is projected to grow at a faster rate than previously projected. Metro Vancouver has one of the highest per-capita drinking water consumption rates in Canada, so there is more work to do. Water use by sector trends in the region provides valuable information for utility planning and developing water conservation and efficiency programs.

Greater Vancouver Sewerage and Drainage District

E1.1 2022 Integrated Solid Waste and Resource Management Plan Biennial Report APPROVED

This report presents the progress on the implementation of *the Integrated Solid Waste and Resource Management Plan*, as required by the province. This year's report combines the 2021 – 2022 implementation status of initiatives with the 2022 annual summary of recycling and solid waste statistics.

Metro Vancouver is a North American leader in waste reduction and recycling, with a regional recycling rate of 65 per cent and a per-capita disposal rate of 440 kilograms per year: a 23 per cent reduction since the current solid waste management plan was approved in 2011. The source of the majority of waste generated in 2022 continued to shift from the residential sector to the commercial/institutional sector, but decreased overall. The overall recycling rate matches the 2021 rate. Metro Vancouver's is updating the regional solid waste management plan with the goal of identifying and implementing new strategies and actions to continue reducing waste and increasing recycling.

The Board invited feedback on the draft 2022 biennial report from First Nations and interested parties and submitted the report and feedback to the Ministry of Environment and Climate Change Strategy.

E1.2 Waste-to-Energy Facility District Energy System Project Update RECEIVED

Detailed design work is progressing for Phase 1 of the waste-to-energy facility district energy system. Phase 1 includes an energy centre and a hot water piping network to the River District community. The route for the hot water piping system to River District has been selected. The energy centre will be developed within the street allowance immediately adjacent to the Waste-to-Energy Facility. The energy centre will include an education centre and public amenities in addition to the equipment required to convert steam to hot water and pump the hot water to energy users.

Planning for the Phase 2 connection to the Burnaby District Energy Utility at Metrotown and Edmonds is underway. Engagement with the City of Burnaby, the City of Vancouver, First Nations, and the public will continue as the design process proceeds. The district energy service will be provided through GVS&DD, and as such, an application for a British Columbia Utilities Commission exemption is being submitted.

The Board received the report for information.

E1.3 Appointment of Enforcement Officers and Deputy Solid Waste Manager APPROVED

Recent changes in staffing have resulted in a need to update staff appointments Board-designated officers under the *Municipal Solid Waste and Recyclable Material Regulatory Bylaw*, the *Environmental Management Act*, and the *Offence Act*.

The Board, pursuant *GVS&DD Municipal Solid Waste and Recyclable Material Regulatory Bylaw No. 181, 1996* and the *Environmental Management Act*:

- rescinded the appointment of Michelle Jones as the deputy solid waste manager
- appointed Metro Vancouver employee Nicole MacDonald as the deputy solid waste manager
- rescinded the appointment of Scott Brown as an officer
- appointed Metro Vancouver employees Sonia Ganjehei and Nicole MacDonald as officers

The Board, pursuant to Section 28 of the *Offence Act* for the purpose of serving summons for alleged violations under Bylaw No. 181:

- rescinded the appointment of Scott Brown
- appointed Metro Vancouver employees Sonia Ganjehei and Nicole MacDonald

E2.1 Appointment of Enforcement Officers

APPROVED

Recent changes in staffing at Metro Vancouver and the City of Vancouver have resulted in a need to update staff appointments Board-designated officers under the *Sewer Use Bylaw*, the *Environmental Management Act*, and the *Offence Act*.

The Board, pursuant to the GVS&DD Sewer Use Bylaw No. 299, 2007 and the Environmental Management Act:

- rescinded the appointments of former Metro Vancouver employee Scott Brown, and City of Vancouver employee Jason Koepke as officers
- appointed Metro Vancouver employees Sonia Ganjehei and Nicole MacDonald, and City of Vancouver employee Bruna Botti Cruz as officers

Pursuant to section 28 of the *Offence Act* for the purpose of serving summons for alleged violations under Bylaw No. 299:

- rescinded the appointment of former Metro Vancouver employee Scott Brown
- appointed Metro Vancouver employees Sonia Ganjehei and Nicole MacDonald

E3.1 Audited 2023 Financial Statements and Annual Financial Results

APPROVED

This report presents the draft Audited 2023 Financial Statements and the 2023 Annual Financial Results.

The 2023 operating surplus was \$12.8 million (1.2 per cent of budget), lower than the four-year average of \$36 million largely from a challenging economic environment and higher inflation. The surplus is largely attributable to higher water sales related to the warmer spring and summer months and lower consulting and contracted services expenditures in GVWD; slightly higher rental income and lower expenditures in property operations and minor maintenance work in MVHC; and staff vacancies and less spending on consulting and contracted services in the MVRD.

The 2023 capital expenditures surplus was \$744.1 million, 59.7 per cent of the planned budget of \$1.2 billion. Design and construction delays occurred in projects related to waste-water treatment plants, water mains, and solid waste facilities, as well as and permitting and development delays in housing and parks projects.

Metro Vancouver maintains a healthy liquidity position, with cash 2.5 times higher than its current obligations. This is critical to ensure ongoing capacity to continue to finance infrastructure investments and provide ongoing services.

The Board approved the Audited 2023 Consolidated Financial Statements as presented.

G1.1 Greater Vancouver Sewerage and Drainage District Sewerage and Drainage Areas Boundaries Amendment Bylaw No. 376, 2024 – Fraser Sewerage Area – Langley (4276 248 Street) APPROVED

At its March 22, 2024 meeting, the MVRD Board resolved that an amendment to the Fraser Sewerage Area requested by the Township of Langley is generally consistent with the provisions of *Metro 2050*. A Liquid Waste Services technical review indicated no material financial impact and negligible impact on the regional sewer system.

The Board gave first, second, and third readings to a sewerage and drainage areas boundary amending bylaw then passed and finally adopted it.

G2.1 Greater Vancouver Sewerage and Drainage District Development Cost Charge Reserve Fund Expenditure Bylaw No. 377, 2024 APPROVED

The Board must approve a bylaw to enable use of Development Cost Charges (DCCs). *DCC Expenditure Bylaw No. 377, 2024* provides authority for 2023 annual funding applied for growth capital debt servicing amounts and growth capital project expenditures. In total, \$66.5 million of DCCs were applied for growth capital debt servicing in 2023, which is in line the budgeted amount of \$63.6 million over the four defined sewerage areas and there was a further application to fund growth capital expenditures of \$28.7 million equal to approved budget. Total DCCs collected in 2023 was \$82.0 million, up from \$68.9 million in 2022. Total DCCs held in the deferred revenue reserve balances as at December 31, 2023 were \$272.8 million. The DCC rates are reviewed regularly as part of the budget process to ensure that Metro Vancouver stays current and maximizes this revenue stream to reduce rate impacts of the Liquid Waste growth capital program.

The Board gave first, second, and third reading to the bylaw as presented, then adopted the bylaw.

G2.2 Policy Update: Procurement and Real Property Contracting Authority Policies APPROVED

The *Procurement and Real Property Contracting Authority Policy* outlines the authorization and competition requirements for the procurement of goods, services, and construction, as well as the authorization and general requirements for the acquisition, disposition, use, or management of real property.

The policy was created in 2014 with a minor update in 2017. It is appropriate and best practice for organizations to regularly review policies and delegated authorities to improve accountability and internal controls, risk mitigation, operational efficiency, and overall fairness and transparency related to procurement and real estate activity.

Staff recently conducted a policy review and recommended replacing the policy with two new Board policies and two new corporate policies which take into consideration: benchmarks from other public sector organizations; efficiency impacts; internal financial controls and risk management; business needs and changes in the business; financial and regulatory environment; market conditions; and alignment with the Board strategic priorities.

The Board:

- Adopted the *Procurement and Asset Disposal Authority Policy* and *Real Estate Authority Policy* as presented, effective June 1, 2024
- Rescinded the *Asset Disposal Policy* and the *Procurement and Real Property Contracting Authority Policy* effective May 31, 2024
- Revised the *Fleet Planning and Acquisition Policy* as presented, effective June 1, 2024
- Gave first, second, and third readings to *Metro Vancouver Regional District Officers and Delegation Amendment Bylaw No. 1375, 2024*, then adopted said bylaw
- Rescinded the *Procurement and Real Property Contracting Authority Policy* effective May 31, 2024
- Gave first, second, and third readings to *Greater Vancouver Sewerage and Drainage District Officers and Delegation Amendment Bylaw No. 373, 2024*; then adopted it

I 1 Committee Information Items and Delegation Summaries

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

Zero Waste Committee – April 4, 2024

Delegations:

C1 Glen Furtado, Senior Director, Construction Innovation with the Cement Association of Canada

Subject: Concrete Zero: Canada’s cement and concrete industry action plan to net-zero

Information Items:

E3 Zero Waste Collaboration Initiatives – Future Delivery

The Zero Waste Collaboration Initiatives are a program developed by Metro Vancouver over 2011/2012 to support success in the waste prevention goals of the *Integrated Solid Waste and Resource Management Plan*. Waste prevention continues to be a priority for Metro Vancouver, and the Zero Waste Collaboration Initiatives continue to deliver on the scale of collaboration and cross-sector dialogue required to prevent waste before it becomes an end product for local governments to manage.

In late 2023, staff reviewed and analyzed program delivery, including seeking input from external delivery partners and allies in waste prevention from across Canada. As a result, staff will continue to deliver the Zero Waste Initiatives with a recalibration of that delivery. The outcome is a program that aligns with other organizations in the waste prevention space, and delivers on work plans that fit the niche role of the National Zero Waste Council in the national dialogue around preventing waste.

E4 Create Memories, Not Garbage 2023 Campaign Results

To encourage more mindful gift giving and reduce the amount of unnecessary waste entering our landfill, the “Create Memories, Not Garbage” campaign helps to inspire residents to reduce their waste by giving achievable low-waste gift and wrap ideas. In 2023, Metro Vancouver’s region-wide, three-phase media promotion delivered relevant messages for the buying and disposal stages of the holiday season.

The campaign achieved 27.6 million impressions in 12 weeks. Online banner ads remain a top performing tactic and drove 65 per cent of total traffic to the campaign website. Google AdWords had the most clicked content and covered low-waste gifts. Radio DJs were used to help bring life to the experience ideas in the Merry Memory Maker and both radio and television helped the campaign to achieve additional reach and frequency across the region.

Liquid Waste Committee – April 10, 2024

Delegation Summaries:

C1 Moira Stillwell, MD, on behalf of Fraser River Community Alliance

Subject: Concerns regarding the staging of construction materials during the construction of the new Iona Wastewater Treatment Plant



Parks, Recreation and Cultural Services Committee

Date: Tuesday, April 23, 2024

Place: Council Chambers
Richmond City Hall

Present: Councillor Chak Au, Chair
Councillor Michael Wolfe
Councillor Laura Gillanders
Councillor Andy Hobbs
Councillor Bill McNulty

Also Present: Councillor Carol Day (entered the meeting at 4:01 p.m.)

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

MINUTES

It was moved and seconded

That the minutes of the meeting of the Parks, Recreation and Cultural Services Committee held on March 26, 2024, be adopted as circulated.

CARRIED

PRESENTATION

Mandy Hadfield, Manager, Sports and Community Events, presented the Volunteer Video (copy on file, City Clerk's Office) in honour of National Volunteer Week (April 14-20, 2024), highlighting that the week celebrates the valuable contributions of community volunteers who have helped make Richmond a vibrant community. The video recognizes those who contributed over 55,000 hours of their time to various events, programs, and services within Richmond.

In response to a query from Committee, staff noted that the video was created by the Media Lab with support from the Program Manager, Marketing, Community Services, and will be shown at the next Council meeting.

COMMUNITY SERVICES DIVISION

1. DESIGNATED BMX TRACK AND PUMP TRACK FACILITIES

(File Ref. No. 06-2345-01) (REDMS No. 7597668)

Discussion ensued regarding Lower Mainland BMX track and pump track facilities reviewed in the case study.

It was moved and seconded

That Option 1, as outlined in the staff reported titled “Designated BMX Track and Pump Track Facilities”, dated March 20, 2024, from the Director, Parks Services, be endorsed.

CARRIED

2. AQUATICS INSTRUCTOR AND LIFEGUARD SUBSIDY PROGRAM UPDATE

(File Ref. No. 11-7143-01) (REDMS No. 7625305)

In response to queries from Committee, staff advised that (i) there are funds to support the Instructor/Lifeguard Subsidy Program through 2024 and a continuation of the program can be considered with the 2025 budget process, (ii) while there is no longer a critical shortage of trained lifeguards in British Columbia, the City continues to be in need of additional aquatics instructors and lifeguards due to shifts in the workforce, (iii) the completion rate is higher for Subsidy Program candidates compared to non-Subsidy Program candidates, primarily due to the swim assessment and interview process as part of the Subsidy Program requirements, and (iv) increasing the availability of swim lessons is a priority.

It was moved and seconded

(1) That a subsidy program for aquatics instructors and lifeguards, as outlined in the report titled “Aquatics Instructor and Lifeguard Subsidy Program Update”, dated March 21, 2024, from the Director, Recreation and Sport Services, be endorsed; and

(2) That a one-time additional level request to continue the subsidy program for aquatics instructors and lifeguards be considered in the 2025 budget process.

CARRIED

Parks, Recreation & Cultural Services Committee
Tuesday, April 23, 2024

3. **MANAGER’S REPORT**

(i) Hugh Boyd Community Facility and Fieldhouse Project

Staff provided a brief update on the stakeholder engagement plan, noting that a building committee comprised of 13 members representing various stakeholders and organizations with knowledge and understanding of local needs has convened. Staff noted that a report is forthcoming and expected to be presented at an upcoming Parks, Recreation and Cultural Services Committee meeting.

In response to queries from Committee, staff advised that (i) public washroom facilities are included in the proposed plan and (ii) staff are currently developing a timeline for the project as part of the forthcoming staff report.

Discussion ensued regarding the stakeholder groups included in the building committee and including a representative from the Musqueam Indian Band.

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

It was moved and seconded

That staff reach out to the Musqueam Indian Band to appoint a member to the building committee of the Hugh Boyd Community Facility and Fieldhouse project.

The question on the motion was not called as discussion ensued regarding the composition of various committees and community groups.

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

(ii) No. 3 Road Bark Park

Staff provided an update on the No. 3 Road Bark Park (“Bark Park”), noting:

- Since the March 26, 2024 Parks, Recreation and Cultural Services (PRCS) Committee meeting, Parks staff have added new, more robust temporary barriers and enhanced interim signage throughout the Bark Park as well as along the trail around the Crown Packaging site Public Right of Passage;
- Following additional discussions, staff are further reviewing existing site conditions and enhancement options as outlined in the referral;
- Various considerations will be taken into account with respect to safety, parking lot access and impacts, potential conflict reduction, sensitivity around the Riparian Management Area, tree impacts, and allowances within the dike structure; and
- A staff report to the PRCS Committee is forthcoming, with a targeted meeting date of May 28, 2024.

Parks, Recreation & Cultural Services Committee
Tuesday, April 23, 2024

In response to a query from Committee, staff noted that they would be reaching out to the petition groups and various user groups prior to the report being presented at a future Committee meeting.

(iii) Street Banner Program

Discussion ensued regarding the City's street banner program.

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

It was moved and seconded

- (1) That staff examine the possibility of installing street banners along No. 5 Road from Steveston Highway to Blundell Road; and**
- (2) That staff provide further details of the street banner program including quantities, distribution, and placement of banners**

and report back.

The question on the referral motion was not called as discussion ensued regarding (i) the current infrastructure in place on No. 5 Road and (ii) the cost to modify or install additional infrastructure.

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

(iv) Minoru Chapel

In response to a query from Committee, staff advised that background information on the Minoru Chapel operator will be provided via a staff memorandum.

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (4:35 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Parks, Recreation and Cultural Services Committee of the Council of the City of Richmond held on Tuesday, April 23, 2024.

Councillor Chak Au
Chair

Shannon Unrau
Legislative Services Associate



Planning Committee

- Date: Tuesday, May 7, 2024
- Place: Council Chambers
Richmond City Hall
- Present: Councillor Bill McNulty, Chair
Councillor Alexa Loo
Councillor Chak Au
Councillor Carol Day (by teleconference)
Councillor Andy Hobbs
- Also Present: Mayor Malcolm Brodie
Councillor Michael Wolfe (entered the meeting at 4:02 p.m. by teleconference)
- Call to Order: The Chair called the meeting to order at 4:00 p.m.

MINUTES

It was moved and seconded
That the minutes of the meeting of the Planning Committee held on April 16, 2024, be adopted as circulated.

CARRIED

PLANNING AND DEVELOPMENT DIVISION

1. **HOUSING AGREEMENT BYLAW NO. 10524 AND HOUSING AGREEMENT BYLAW NO. 10525 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW-END MARKET RENTAL (LEMR) AND MARKET RENTAL UNITS AT 10611 AND 10751 RIVER DRIVE**
(File Ref. No. 12-8060-20-010524) (REDMS No. 7596452)

It was moved and seconded

Planning Committee
Tuesday, May 7, 2024

- (1) *That Housing Agreement (Affordable Housing) (10611 and 10751 River Drive) Bylaw No. 10524 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Low-End Market Rental (LEMR) Units required by rezoning application RZ 21-941625, be introduced and given first, second and third readings; and*
- (2) *That Housing Agreement (Market Rental Housing) (10611 and 10751 River Drive) Bylaw No. 10525 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the Local Government Act, to secure the Market Rental Units required by Rezoning Application RZ 21-941625, be introduced and given first, second and third readings.*

CARRIED

2. **HOUSING AGREEMENT (AFFORDABLE HOUSING) BYLAW NO. 10512 TO PERMIT THE CITY OF RICHMOND TO SECURE LOW END MARKET RENTAL (LEMR) UNITS AT 4651, 4671, 4691 SMITH CRESCENT, AND 23301, 23321, 23361, 23381 GILLEY ROAD**
(File Ref. No. 08-4057-05) (REDMS No. 7510319)

It was moved and seconded

That Housing Agreement (Affordable Housing) (4651, 4671, 4691 Smith Crescent, and 23301, 23321, 23361, 23381 Gilley Road) Bylaw No. 10512 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with requirements of Section 483 of the Local Government Act, to secure the Low End Market Rental (LEMR) Units required by rezoning application RZ 21-942276, be introduced and given first, second and third readings.

CARRIED

3. **MANAGER'S REPORT**

(i) Staff Introduction

Cade Bedford and Emily McGirr, Planner 2, Affordable Housing, were introduced to the Committee.

(ii) Housing Supply Act

Staff provided an update on the Housing Supply Act, noting that the BC Ministry of Housing recently announced that 20 more priority communities have been selected to receive housing targets for the next five years. These 20 communities are the latest addition after an initial 10 municipalities were identified last year.

2.

Planning Committee
Tuesday, May 7, 2024

(iii) Bill 16

Staff noted that on April 25, 2024, the Provincial government passed Bill 16, the Housing Statutes Amendment Act, 2024, which supports the recent legislative changes intended to increase the supply of housing in BC. Bill 16 provides local governments the authority to enact bylaws that facilitate the construction of more housing supply, including affordable housing.

Discussion ensued regarding the main elements to the proposed legislation, including (i) allowing municipalities to secure affordable housing through inclusionary zoning, (ii) the ability for local government to secure site-level infrastructure, (iii) providing municipalities the ability to adopt tenant protection bylaws for rental sites undergoing redevelopment, and (iv) establishing a density bonus framework to parallel the inclusionary zoning.

(iv) 2024 Richmond Heritage Awards

Staff noted that nominations for the 2024 Richmond Heritage Awards are open to all community members and can be submitted from now until Sunday, May 26, 2024.

(v) BC Hydro Connections

Discussion ensued regarding the need for more electrical connections in new builds and BC Hydro charges and fees for connections.

Staff were directed to invite BC Hydro to a future Committee meeting to discuss the energy demands of the City and capacity concerns.

ADJOURNMENT

It was moved and seconded
That the meeting adjourn (4:17 p.m.).

CARRIED

Certified a true and correct copy of the Minutes of the meeting of the Planning Committee of the Council of the City of Richmond held on Tuesday, May 7, 2024.

Councillor Bill McNulty
Chair

Shannon Unrau
Legislative Services Associate



City of Richmond

Report to Committee

To: Parks, Recreation and Cultural Services Committee **Date:** March 20, 2024

From: Todd Gross, Director, Parks Services **File:** 06-2345-01/2024-Vol 01

Re: **Designated BMX Track and Pump Track Facilities**

Staff Recommendation

That Option 1, as outlined in the staff reported titled “Designated BMX Track and Pump Track Facilities”, dated March 20, 2024, from the Director, Parks Services, be endorsed.

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

Att. 1

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

Staff Report

Origin

At the May 25, 2022, Parks, Recreation and Cultural Services Committee meeting, staff received the following referral:

That staff analyze the concept of a designated BMX track and neighbourhood pump track, and report back with potential sites, estimated costs and possible funding sources.

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

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

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

3.4 Ensure civic infrastructure, assets and resources are effectively maintained and continue to meet the needs of the community as it grows.

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

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

6.1 Advance a variety of program, services, and community amenities to support diverse needs and interests and activate the community.

6.2 Enhance the City's network of parks, trails and open spaces.

6.3 Foster intercultural harmony, community belonging, and social connections.

Background

Publicly accessible bike park facilities afford opportunities to recreate, develop and hone bike skills for a broad range of ages and abilities. They are an important component of the City of Richmond's parks and open space provision. The referral mentions both a "designated BMX track" and "neighbourhood pump track," which are two distinct facility types with unique design and planning considerations, functional requirements, target users and operating models.

A key difference between the two facility types is in their governance and operation. Designated BMX (bicycle motocross) track facilities in British Columbia are governed by either BMX Canada or Union Cycliste Internationale (UCI), which are known as sanctioning bodies. These organizations establish and enforce competition rules, qualifications and responsibilities of participants, including facility owners and operators. Sanctioning bodies are also responsible for providing insurance coverage, and organizing and scheduling race events. Designated BMX track facilities are typically operated by non-profit volunteer societies or clubs that are

responsible for facility administration, maintenance and collection of participant membership and event entry fees that go to the sanctioning body.

Pump tracks are provided among typical public park amenities and maintained by the City without additional oversight or management considerations.

The following table compares the primary functions, design features, operating models and additional considerations of designated BMX track and pump track facilities.

Table 1. Comparison of Designated BMX Track and Pump Track Facilities

	Designated BMX Track	Pump Track
Primary Function	<ul style="list-style-type: none"> • Race/practice course with ability to host local, provincial, national and international competitions. 	<ul style="list-style-type: none"> • Skills park for non-competitive uses. • Could host sponsored race events, depending on facility type/quality.
Design Standards	<ul style="list-style-type: none"> • Subject to standards established by BMX Canada/UCI. • Tracks are typically 300–400 metres long and consist of a series of jumps and bumps with banked corners. • Requires specialized competition features, e.g., start gates. • Typically located within a fenced enclosure. 	<ul style="list-style-type: none"> • Best practices should be followed. • No applicable design standards.
Operating Model	<ul style="list-style-type: none"> • Typically operated and maintained by a non-profit volunteer society/club. 	<ul style="list-style-type: none"> • City operated and maintained.
Public Access	<ul style="list-style-type: none"> • Closed to the public for practice and race events, as well as during inclement weather to avoid track damage. • Open to the public (free of charge) at other times. 	<ul style="list-style-type: none"> • Open to the public during standard park operating hours.
Facility Requirements	<ul style="list-style-type: none"> • Requires additional facilities such as parking and drop-off areas, washrooms, concessions, secure storage space for loaner bicycles and helmets, tools, first aid supplies, etc. 	<ul style="list-style-type: none"> • No specific accompanying facility requirements, though access, parking, rest areas, washrooms, etc., should be considered.

	Designated BMX Track	Pump Track
Area Requirements	<ul style="list-style-type: none"> • Larger minimum area requirements due to established track standards and program/facility requirements. • Estimated range from 4,000 to 12,000 square metres in size, excluding parking areas. 	<ul style="list-style-type: none"> • Less prescriptive area and program requirements, therefore it can be accommodated on a broader range of sites. • Estimated range from 1,000 to 4,000 square metres in size, excluding parking areas.
Site Considerations	<ul style="list-style-type: none"> • Typically located away from residential areas due to the nature of activities, size and facility requirements. 	<ul style="list-style-type: none"> • Can be accommodated on smaller park sites with fewer constraints and facility requirements.

Currently, the City of Richmond owns and operates two bike park facilities: the Richmond Bike Terrain Park and the Railway Granville Bike Park. The former is a non-competitive skills park while the latter is a pump track. While the City does not monitor use of park facilities and thus does not have usage statistics, it is understood that each bike park facility is well-used by a dedicated user group. The following section provides an overview of each facility, its features and target users.

Richmond Bike Terrain Park

The Richmond Bike Terrain Park is located within Garden City Community Park (9071 Granville Avenue – refer to Attachment 1) and opened to the public in 2014. Approximately 3,600 square metres in size, it offers a broad range of features including a start hill, technical skills zone with timber elements, pump tracks, wood ramps and dirt jumps. It also includes seating and picnic areas. The Richmond Bike Terrain Park caters to skill levels ranging from beginner to expert, and is predominantly oriented toward wheeled users on bicycles, including BMX, freestyle, and mountain bikes.

Railway Granville Bike Park

The Railway Granville Bike Park is located along the Railway Greenway (5000 Granville Avenue – refer to Attachment 1) and opened to the public in 2021. Approximately 2,400 square metres in size, it offers a central platform deck, paved pump track along with a complement of technical balancing features such as logs and wood decks. The Railway Granville Bike Park caters to skill levels ranging from beginner to advanced, and is oriented toward wheeled users of all kinds, such as those on bicycles (including BMX bikes), skateboards, scooters, and in-line skates.

Analysis

The following section presents local examples of designated BMX track and pump track facilities, along with considerations for design and operation. It has been informed by discussions with subject matter experts, including those involved with BMX organizations and the provision of bike park design-build services in the Lower Mainland. The Lower Mainland case study locations, along with select images, are included in Attachment 1.

Lower Mainland Case Studies – Designated BMX Tracks

Langley BMX (4375 206 Street, Langley)

Langley BMX was established in 1978 and is the oldest BMX track in British Columbia. Located within a BC Hydro right-of-way on Township of Langley property, the facility is approximately 9,500 square metres in size, excluding parking areas. It is operated by a non-profit volunteer society, sanctioned by BMX Canada, and open to the public on non-race and practice days from dawn to dusk. Langley BMX hosts approximately 40 race events and 25 practice events each season, and reported approximately 200 members at the start of last season. On-site facilities include washrooms and a storage shed.

North Shore BMX (1 Inter River Park Road, North Vancouver)

North Shore BMX was established in 2008. Located at the southern end of Inter River Park, the facility is approximately 4,900 square metres in size, excluding parking areas. It is operated by a non-profit volunteer society, sanctioned by BMX Canada, and open to the public on non-race and practice days from dawn to dusk. North Shore BMX hosts approximately 20 race events and 35 practice events each season, and reported approximately 140 members at the start of last season. The BMX track is co-located with the Inter River Bike Skills Park and on-site facilities include a public washroom and storage shed.

Lower Mainland Case Studies – Pump Tracks

Inter River Bike Skills Park (1 Inter River Park Road, North Vancouver)

Inter River Bike Skills Park was established in 2019. Co-located with North Shore BMX at the southern end of Inter River Park, the facility is approximately 3,100 square metres in size. Its features cater to skill levels ranging from beginner to advanced and include a paved pump track, dirt jump area, gravel track, timber elements, seating and viewing areas. The facility is operated and maintained by the District of North Vancouver.

Empire Field Bike Park (2901 East Hastings Street, Vancouver)

Empire Field Bike Park was established in 2015. Located within Hastings Park, the facility is approximately 1,200 square metres in size. Its features cater to skill levels ranging from beginner to advanced and include a dirt pump track, dirt jumps, and timber elements. The facility is operated and maintained by the City of Vancouver.

Community Demand/Need

In December 2023, the findings of the Sports Facility Needs Assessment were endorsed by Council. This study included a comprehensive engagement process that sought input from local sport organizations that use City facilities and the community associations and societies that program City community centres. The resulting Sport Facility and Infrastructure Priority List identified through this process did not include a designated BMX bike track or pump track facility.

To date, there has not been any correspondence from residents or user groups expressing a community desire or need for an additional bike park facility in the City. Community engagement completed as part of recent park design studies, e.g., for Aberdeen Neighbourhood Park, Alexandra Neighbourhood Park and Tait Waterfront Park, did not reveal a community need/desire for a designated BMX track and/or additional pump track facility.

Potential Sites

As noted in Table 1, designated BMX tracks and pump tracks each have distinct design and spatial requirements. A pump track, with a smaller footprint, fewer associated facility/program requirements and design standards, could be more easily accommodated within neighbourhood parks; parks such as Tait Waterfront Park (9991 River Drive) and McLean Neighbourhood Park (22500 McLean Avenue) may be suitable for such a facility. A designated BMX track, with a larger footprint, more rigid design standards and associated facility requirements, would be less suited to a neighbourhood park within a residential area. It may be better suited to more isolated park sites such as Model Airplane Park (12851 Rice Mill Road) or Hamilton Highway Park (4571 Thompson Road).

Beyond meeting criteria for design, functionality and compatibility, a future bike park facility planning process should identify and consider underserved areas of the City, e.g., East Richmond and Hamilton.

Potential Costs

As evident from the Lower Mainland case studies, designated BMX track and pump track facilities come in a broad range of sizes and configurations. Given the multitude of factors, including total site area, required associated facilities and program, it is difficult to provide an accurate estimate of costs without further project definition. The distinct operating model for designated BMX tracks, whereby non-profit volunteer societies or clubs assume administrative and maintenance tasks, poses an additional challenge for quantifying and estimating operational costs.

For reference, the Railway Granville Bike Park project was completed in 2021 at a cost of approximately \$412,000. This included the combined efforts of an external design-build company and City forces to construct a small (approximately 2,400 square metres) pump track. The total costs included fees related to planning, design, community engagement and construction. The Railway Granville Bike Park has an annual Operating Budget Impact (OBI) of approximately \$10,000.

Based on discussions with local subject matter experts and a review of BMX Canada, BMX USA and UCI documentation, it is estimated that an order of magnitude cost for a designated BMX track could range from \$500,000 to over \$10,000,000, depending on the amenities provided. Operating costs would be commensurate with design and facilities provided. As an example, staff at Langley BMX estimate approximately \$50,000 in annual operating costs.

Potential land acquisition costs have not been considered as part of this initial study.

Potential Funding Sources

In order to fund such a project, a future capital funding request (as part of the City's five-year capital planning process) would be required. Grant funding opportunities may be available to offset the financial burden on the City; however, this would be contingent on factors such as project type, target user groups, community partners and timing.

Next Steps

Upon review of designated BMX track and pump track planning and design requirements and demonstrated community demand/need, staff have identified two options for consideration by Council.

Option 1 – Monitor Community Demand/Need (Recommended)

Option 1 is to proceed with the status quo and continue to monitor community demand/need for a designated BMX track and/or additional pump track facility. Any input received from residents, e.g., via individual correspondence, feedback through future community engagement processes, park design studies, Parks and Open Space Strategy updates, will be recorded by staff and taken into consideration for future capital planning. Staff will consider ways to engage bike park users and invite feedback on existing facilities, e.g., through use of on-site signage. If and when a conclusive community demand/need is demonstrated, staff would initiate a citywide public engagement process to confirm community preferences for a new bike park facility.

This option is recommended, as community demand/need for a designated BMX track and/or additional pump track has not been demonstrated to date. Additionally, this approach would allow staff to continue to be responsive to emerging trends and desires while focussing on administering the established Parks capital program. Should Council endorse this option, no further action would be required at this time.

Option 2 – Conduct Community Demand/Needs Analysis (Not recommended)

Option 2 is to conduct a community demand/needs analysis for a designated BMX track and/or additional pump track facility. This process would be led by staff and utilize established City public engagement approaches (e.g., Let's Talk Richmond) to reach residents, community associations and sports organizations. It would seek to determine the level of community demand/need for a designated BMX track and/or additional pump track facility, and resident preferences for facility type and location. Following the conclusion of this process, staff would

report to Council with the findings of the community demand/needs analysis, including community preferences for facility type and location, and recommended next steps.

This option is not recommended, as community demand/need for a designated BMX track and/or additional pump track facility has not been demonstrated to date, and this approach may delay work on existing priorities in the established Parks capital program.

Financial Impact

None.

Conclusion

In response to the referral, staff have studied the concept of a designated BMX track and pump track, as well as provided an overview of local case studies, design and operational considerations, potential sites, potential costs and funding sources.

To date, community demand/need for additional bike park facilities in Richmond has not been demonstrated. The recent Sports Facility Needs Assessment, which included a comprehensive citywide engagement process, did not identify a designated BMX track or pump track as a priority project for the community, nor did it reveal organized user groups who may have a vested interest in such a facility. The City's two existing bike park facilities, the Richmond Bike Terrain Park and Railway Granville Bike Park, are being maintained in good working order and appear to be meeting the needs of the local riding community. Staff have not received correspondence from residents or user groups expressing a community demand/need for an additional bike park facility in the City.

For next steps, Option 1 is recommended, as it will allow staff to continue to administer the established Parks capital program, monitor community demand/need for a designated BMX track and/or additional pump track facility, and conduct further engagement and analysis if and when it is demonstrated. With Council endorsement, no further action is required at this time.



Kevin Fraser
Research Planner 2
(604-233-3311)

Att. 1: Lower Mainland Case Studies



Lower Mainland Case Studies



North Shore BMX, North Vancouver



Empire Field Bike Park, Vancouver



Langley BMX, Langley



Inter River Bike Skills Park, North Vancouver



City of Richmond

Report to Committee

To: Parks, Recreation and Cultural Services Committee **Date:** March 21, 2024

From: Keith Miller, Director, Recreation and Sport Services **File:** 11-7143-01/2024-Vol 01

Re: **Aquatics Instructor and Lifeguard Subsidy Program Update**

Staff Recommendations

1. That a subsidy program for aquatics instructors and lifeguards, as outlined in the report titled "Aquatics Instructor and Lifeguard Subsidy Program Update", dated March 21, 2024, from the Director, Recreation and Sport Services, be endorsed; and
2. That a one-time additional level request to continue the subsidy program for aquatics instructors and lifeguards be considered in the 2025 budget process.

Keith Miller
 Director, Recreation and Sport Services
 (604-247-4475)

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

Staff Report

Origin

At the Regular Council meeting held on October 11, 2022, Council endorsed the following resolutions:

That a subsidy program for lifeguard training courses be developed on a trial basis as outlined in the staff report titled “Instructor/Lifeguard Recruitment Initiatives”; and

That \$33,750 be allocated from the Council Contingency account for the lifeguard subsidy program.

The purpose of this report is to provide an update on the impact of the trial and to seek Council’s approval for the continuation of the aquatics instructor and lifeguard subsidy program.

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

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

6.1 Advance a variety of program, services, and community amenities to support diverse needs and interests and activate the community.

6.3 Foster intercultural harmony, community belonging, and social connections.

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

This report supports the Recreation and Sport Strategy 2019–2024, Focus Area #6 Community Capacity Building:

Collaborations, partnerships and volunteerism are strengthened to expand the reach and impact of recreation and sport in Richmond.

6. Develop and implement career awareness, preparation and development strategies to attract and educate new leaders.

This report also supports the 2021–2031 Collaborative Action Plan to Reduce and Prevent Poverty in Richmond, Strategic Direction #1 Reduce and Prevent Poverty:

1.4 Expand work experience, mentorship, and upskilling opportunities for residents at risk of or living in poverty

Background

Coming out of the COVID-19 pandemic, the City experienced a shortage of lifeguards and swimming instructors (lifeguards). This was largely a result of reduced training and certification courses being offered during that time. One of several initiatives implemented to increase access

to qualified lifeguard candidates was the introduction of a subsidy program for Richmond residents who face financial barriers to completing the training required to become a lifeguard.

Becoming a lifeguard involves extensive training and successful completion of several courses in lifesaving, lifeguarding, first aid and swimming instruction. The maximum time commitment to complete all courses required to become a lifeguard is currently 180 hours, at a total estimated cost of \$2,500. As the courses are progressive and taken in sequence, the cumulative training typically takes three to six months on average to complete.

Aquatics Instructor and Lifeguard Subsidy Program Trial

The “Instructor/Lifeguard Subsidy Program” (the Program) trial was launched in May of 2023 to address the lifeguard shortage by enabling Richmond residents from low-income households to pursue a career as an aquatics instructor or lifeguard. The Program aligns with the criteria used by the City’s Recreation Fee Subsidy Program to assess financial need. Once approved, the Program provides each candidate with a 90 per cent subsidy for each course.

In addition to being a Richmond resident, applicants must meet the following criteria to be eligible for the Program:

- Financial eligibility requirements that align with the Recreation Fee Subsidy Program;
- Successfully completes an in-person swim assessment, including:
 - Evaluation of swimming strokes and fitness, and;
 - Ability to swim 400 metres continuously using recognizable swimming strokes;
- Demonstrates motivation and commitment to completing all training courses required to become an aquatics instructor or lifeguard; and
- Demonstrates interest in a career or position in aquatics.

In addition to the financial screening and skills assessment, each applicant is interviewed to determine their suitability and commitment to completing the required courses. Once approved, staff monitor the candidates throughout their participation, and all graduates are given a job interview and considered for a position in aquatics with the City of Richmond.

The Program is being promoted on the City’s website, to Recreation Fee Subsidy Program participants, at the Community Services Pop Ups, and through community organizations, including Richmond School District No. 38.

Aquatics Instructor and Lifeguard Subsidy Program Trial Results

A program of this nature has a limited target audience and, as already noted, takes time, extensive effort and commitment to complete. Since its launch last May, the Program trial has yielded favourable results, as listed in Table 1 on the following page.

Table 1: Subsidy Program Trial Results – May 2023 to March 2024

Subsidy Program Trial Results	
Total No. of Applicants	20
No. of Applicants Approved	16
No. of Applicants Under Review	0
No. of Candidates in Program	13
No. of Candidates Completed Program	3
No. of Candidates Hired	2*
Total Spent to Date	\$11,600
Total Projected Cost (to December 31, 2024)	\$14,000
Total Estimated Cost for Current Candidates	\$25,600

*One additional candidate is currently going through the hiring process.

The results indicate that there is interest in the Program and, while preliminary, it is anticipated that most, if not all, candidates completing the Program will be offered employment with the City.

Proposed Continuation of the Aquatics Instructor and Lifeguard Subsidy Program

Due to the success of the trial and continued interest in the Program, it is recommended that the City continue this initiative through 2025, in accordance with the following eligibility criteria:

- Applicants must meet financial eligibility requirements that align with the Recreation Fee Subsidy Program;
- Applicants must successfully complete an in-person swim assessment, including:
 - Evaluation of swimming strokes and fitness; and
 - Ability to swim 400 metres continuously using recognizable swimming strokes;
- Applicants must demonstrate motivation and commitment to completing all training courses required to become an aquatics instructor or lifeguard; and
- Applicants must demonstrate interest in a career or position in aquatics with the City of Richmond.

Upon approval and acceptance into the Program, the following conditions will apply:

- Candidates will be provided a 90 per cent subsidy on courses required for employment as an aquatics instructor and lifeguard with the City; and
- Candidates must complete the required training within 18 months of approval.

Furthermore, staff recommend a limit of 20 candidates per year, as this is a number we anticipate being able to provide employment for. If approved, staff will continue to review and evaluate the impacts of the Program over the next 18 months, including an assessment of future staffing needs in Aquatics, as well as emerging staffing needs in other areas of the City.

While there is no longer a critical shortage of trained lifeguards in British Columbia, the City of Richmond continues to be in need of additional aquatics instructors and lifeguards. To that end, there is proven interest in the Program and continued investment in training for those that would not otherwise be able to afford it, thus increasing the City’s access to committed and trained aquatics professionals. The Program aligns with several Council approved strategies, including

the Recreation and Sport Strategy (2019–2024), and the 2021–2031 Collaborative Action Plan to Reduce and Prevent Poverty in Richmond.

Lifeguarding is an exciting job that promotes teamwork, develops leadership and communication skills, and encourages fitness and well being. It is a position that requires skill, commitment and extensive training, and comes with flexible employment. Lifeguarding can be considered as a career option, or as excellent training for careers in a variety of fields including local government, education, firefighting, or health care.

Financial Impact

There are enough funds remaining from the previously approved allocation from the Council Contingency account for the Program through 2024.

Operational costs for the Program are projected to be \$45,000 in 2025. Upon Council endorsement to continue the subsidy program, a one-time additional level of \$45,000 to support the Program costs beyond 2024 will be submitted for consideration with the 2025 budget process.

Conclusion

A subsidy program for aquatics instructors and lifeguards has proven to be of interest to residents of Richmond. An ongoing commitment to the Program will provide significant financial support for residents from low income households to attain the training required to achieve meaningful employment as a lifeguard. Furthermore, the Program will support the recruitment of aquatics instructors and lifeguards by providing the City with a greater number of committed and trained professionals to support the delivery of quality aquatic services across the City.



Kirsten Close
Manager, Aquatics and Community Wellness
604-238-8041



City of Richmond

Report to Committee

To: General Purposes Committee
From: Joshua Reis
Program Manager, Development

Date: April 12, 2024
File: 01-0172-02/2024-
Vol 01

Re: Amendment to the Appointment of an Approving Officer

Staff Recommendation

That the appointment of Joe Erceg as Approving Officer for the City, as per Council Resolution S03/5-02, adopted by Council on October 20, 2003, be rescinded.

Joshua Reis, MCIP, RPP, AICP
Program Manager, Development
(604-204-8653)

JR:ps

REPORT CONCURRENCE	
CONCURRENCE OF GENERAL MANAGER <i>Wayne Coy</i>	
SENIOR STAFF REPORT REVIEW	INITIALS: <i>WJ</i>
APPROVED BY CAO <i>Senen</i>	

Staff Report

Origin

The current appointments to the position of Approving Officers are: Wayne Craig, General Manager, Planning and Development (formerly Director, Development) and Paul Sandhu, Approving Officer/ Program Manager, Subdivision and Servicing, responsible for the day-to-day functions of the Approving Officer. In the case of their absence, Joshua Reis, Program Manager, Development and Suzanne Smith, Program Manager, Development and Joe Erceg (formerly General Manager, Planning and Development) are also appointed as an Approving Officer.

This Staff Report seeks to amend the Approving Officer appointments to reflect a change in staffing resulting from a staff retirement.

Analysis

The authority for Council to appoint an Approving Officer is found in Section 77 of the *Land Title Act*. The role of the Approving Officer is to review and approve or deny subdivision or consolidation of land within the City. The position of the Approving Officer is best handled by management staff involved in the day-to-day activities of the Development Applications Department. It is typical practice for municipalities to assign Deputy Approving Officers to provide back up coverage during vacations and absences.

Joe Erceg was originally appointed as an Approving Officer by Council on October 20, 2003, and had served as a back up to the day-to-day approval activities of the current appointed Approving Officers. As Joe Erceg has recently retired from the City of Richmond, his appointment as an Approving Officer for the City should be rescinded, in order to clarify current Approving Officer appointments.

Accordingly, the City's Approving Officer would formally be Wayne Craig, with the day-to-day approvals handled by Paul Sandhu with back up by Joshua Reis and Suzanne Smith.

Financial Impact

None.

Conclusion

As a result of a staff retirement, it is recommended that Joe Erceg's appointment to the position of Approving Officer be rescinded.



Paul Sandhu, DiplT, AScT
Program Manager, Subdivision and Servicing
(604-276-4237)

PS:js

Clarification of Wall of Fame Policy- Motion from Cllr. Bill McNulty

Background:

As a member of the Richmond Sports Wall of Fame Committee since its inception in 2014, the issue of residency of nominees has often been a topic of discussion. It would be helpful to the Committee to have more direction from Council on this issue. In particular, both Richmond residency and contributions to the community are hand in hand in what makes someone a suitable candidate for the Wall of Fame. However, the Council approved policy for the Committee (the TOR) does not necessarily make this clear. The Policy currently states the following:

4. Inductees must have residency or strong connection to the Richmond Community. Preference will be given to individuals who lived in Richmond during their participation in either their sport or related activities.

In order to provide the Committee clearer direction in alignment with what is important to Council, I am making the following motion:

That the current number 4 be deleted and that point 4 of the Richmond Sports Wall of Fame Policy 8711 be updated to read, "Inductees must have Richmond residency and have made a contribution to the Richmond Community."

Of course, as always Council may make exceptions to the Policy at any time as there may be any number of individual circumstances. However, this change to the Policy will assist the Committee in its decision making and recommendations to Council for inductees to the Richmond Sports Wall of Fame.



Adopted by Council: October 14, 2014

Amended by Council: February 23, 2015, June 13, 2016, July 10, 2017, July 24, 2017

POLICY 8711:

It is Council policy that:

1. The Richmond Sports Wall of Fame located at the Richmond Olympic Oval will showcase Richmond's sporting history.
2. Inductees to the Wall of Fame may come from any sport or related activities. For the purposes of this policy, "Sport" is defined as any competitive, physical activity governed by a specific set of rules.
3. Inductees to the Richmond Sports Wall of Fame will be approved by Council based on recommendations from a Nominating Committee.
4. Inductees must have residency or strong connection to the Richmond community. Preference will be given to individuals who lived in Richmond during their participation in either their sport or related activities.
5. Inductees will be nominated in one or more of the following eight categories:
 - a. Athlete
 - b. Masters Athlete
 - c. Team
 - d. Builder
 - e. Official
 - f. Coach
 - g. Pioneer
 - h. Special Achievement
6. Inductees will be invited to an Induction Ceremony to be held a minimum of every three years.



City of Richmond

Report to Committee

To: Finance Committee

Date: April 10, 2024

From: Mike Ching
Director, Finance

File: 03-0905-01/2024-Vol
01




Re: 2023 Consolidated Financial Statements

Staff Recommendation

That the 2023 City of Richmond Consolidated Financial Statements as presented in Attachment 2 be approved.

Mike Ching
Director, Finance
(604-276-4137)

Att. 3

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

Staff Report

Origin

Sections 98 and 167 of the *Community Charter* require that the City of Richmond (the City) prepare annual audited financial statements. The City's audited consolidated financial statements for 2023 have been prepared in accordance with Canadian public sector accounting standards as prescribed by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada.

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

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

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

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

Analysis

KPMG LLP (KPMG) has been appointed by City Council to independently audit the City's consolidated financial statements. They have expressed an opinion, that the City's consolidated financial statements present fairly, in all material respects, the consolidated financial position of the City as at December 31, 2023, and its consolidated results of operation, its consolidated changes in net financial assets and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards. The complete Audit Findings Report is included as Attachment 1.

The annual financial statements and the auditor's report for the year ended December 31, 2023 are included as Attachment 2.

The consolidated financial statements combine the accounts of the City of Richmond, Richmond Olympic Oval and Richmond Public Library. The City's investment in Lulu Island Energy Company, a wholly owned government business enterprise, is accounted for using the modified equity method. Further information about the basis of consolidation is listed in Note 2 to the consolidated financial statements.

An analysis of the consolidated financial statements as prepared by management is provided in the Financial Statement Discussion and Analysis (FSD&A) included in Attachment 3. The FSD&A explains the significant differences in the financial statements between the reported year and the previous year as well as between budgeted and actual results. This analysis is intended to be read in conjunction with the 2023 audited consolidated financial statements.

Adoption of new accounting standards

New Public Sector accounting standards (PS) were adopted effective for the 2023 consolidated financial statements. The new standards include:

1. PS 3280 Asset Retirement Obligations. This standard addresses the recognition, measurement, presentation and disclosure of obligations relating to the retirement of assets. Further details are provided in Attachment 2, Note 9.
2. PS 3450 Financial Instruments and related standards. This standard addresses the recognition, measurement, presentation and disclosure of obligations relating to financial instruments and foreign currency transactions. The adoption of these standards did not have any impact on the amounts presented in the consolidated financial statements.

Financial Impact

None.

Conclusion

The City's audited consolidated financial statements for 2023 have been prepared in accordance with Canadian public sector accounting standards as prescribed by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. As noted in the Auditors' Report, it is the Auditors' opinion that these consolidated financial statements present fairly, in all material respects, the consolidated financial position of the City as at December 31, 2023, and its consolidated results of operation, its consolidated changes in net financial assets and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.



Cindy Gilfillan, CPA, CMA
Manager, Financial Reporting
(604-276-4077)

CG:cg

- Att. 1: Audit Findings Report for the year ended December 31, 2023
2: 2023 City of Richmond Consolidated Financial Statements
3: 2023 Financial Statement Discussion and Analysis



City of Richmond

Audit Findings Report for the
year ended December 31, 2023

KPMG LLP

Dated April 19, 2024 for presentation on May 6, 2024

kpmg.ca/audit

KPMG contacts

Key contacts in connection with this engagement



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Table of contents

Digital use information

This Audit Findings Report is also available as a “hyper-linked” PDF document.

If you are reading in electronic form (e.g. In “Adobe Reader” or “Board Books”), clicking on the home symbol on the top right corner will bring you back to this slide.



Click on any item in the table of contents to navigate to that section.

4	Audit Highlights	6	Risk and Results	15	Policies and Practices
16	Control Observations	17	Audit Quality	18	Appendices

The purpose of this report is to assist you, as a member of the Richmond City Council (“Council”), in your review of the results of our audit of the financial statements. This report is intended solely for the information and use of Management and Council and should not be used for any other purpose or any other party. KPMG shall have no responsibility or liability for loss or damages or claims, if any, to or by any third party as this report has not been prepared for, and is not intended for, and should not be used by, any third party or for any other purpose.

Audit highlights

Matters to report – see link for details



No matters to report



Purpose of this report

The purpose of this Audit Findings Report is to assist you, as a member of the Richmond City Council (“Council”), in your review of the results of our audit of the consolidated financial statements (hereinafter referred to as the “financial statements”) of the City of Richmond (the “City”) as at and for the year ended December 31, 2023. This Audit Findings Report builds on the Audit Plan we presented to Council on January 8, 2024. Our audit has been performed in accordance with Canadian generally accepted auditing standards (CAS).

Status

As of the date of this report, we have completed the audit of the financial statements, with the exception of certain remaining procedures, which include:

- Completing our discussions with Council.
- Obtaining the signed management representation letter.
- Obtaining evidence of Council’s acceptance of the financial statements.
- Completing subsequent event review procedures up to the date of Council’s acceptance of the financial statements.

We will update you and management on significant matters, if any, arising from the completion of the audit, including the completion of the above procedures. Our auditor’s report, a draft of which is attached to the draft financial statements, will be dated upon the completion of any remaining procedures.

Significant Changes

Significant changes since our audit plan

There are no significant changes to our audit plan which was originally communicated to you in the audit planning report, except an area of focus relating to the cybersecurity incident that occurred in June 2023. See page 14 for further details.

There have been no updates to the current developments included in our Audit Planning Report that was previously provided to you.

Current developments

Risks and results



Significant risks



Other risks of material misstatement



Going concern matters



Audit highlights (continued)

Matters to report – see link for details



No matters to report



Uncorrected misstatements

Uncorrected misstatements

We did not identify any uncorrected audit misstatements

Corrected misstatements

Corrected misstatements

We did not identify any corrected audit misstatements

CNCL - 74

Control deficiencies

Control deficiencies

We did not identify any control deficiencies that we determined to be significant deficiencies in internal control over financial reporting.

Significant deficiencies

Other control deficiencies

We did not identify any other control deficiencies in the current year.

Policies and practices

Policies and practices

Significant unusual transactions

Accounting policies and practices

Quality control and Independence

We confirm that we are independent with respect to the City within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada and any applicable legislation or regulation from January 1, 2023 up to the date of this report.

Significant risks and results



Presumed risk of material misstatement due to fraud in revenue recognition (per CAS 240 this is a presumed significant risk)

RISK OF
FRAUD

Significant risk

Management is in a unique position to perpetrate fraud because of its ability to manipulate accounting records and prepare fraudulent financial statements by overriding controls that otherwise appear to be operating effectively. Although the level of risk of management override of controls will vary from entity to entity, the risk nevertheless is present in all entities.

Estimate?

No

CNCL - 75

Our response

As the risk is not rebuttable, our audit methodology incorporates the required procedures in professional standards to address this risk. These procedures include:

- Testing of journal entries and other adjustments.
- Performing a retrospective review of significant estimates and evaluating the business rationale of significant unusual transactions.
- Utilizing application software to evaluate the completeness of the journal entry population through a roll-forward of all accounts. We used computer-assisted audit techniques (CAATs) to analyze journal entries and apply certain criteria to identify potential high-risk journal entries for further testing.
- Reviewing the accounting estimates and assessing whether management's estimates are reasonable and not indicative of management bias.

Significant findings

There were no issues noted in our audit testing described above.

Other risks of material misstatement and results

We highlight our significant findings in respect of **other risks of material misstatement**.



Asset Retirement Obligations (“ARO”) – new accounting standard

Background

PS 3280 Asset Retirement Obligations (“PS 3280”) is a new accounting standard effective for the City’s 2023 fiscal year. The new standard addresses the recognition, measurement, presentation, and disclosure of legal obligations associated with the retirement of certain controlled Tangible Capital Assets (“TCA”). As at December 31 2023, due to the adoption of the new accounting standard, the City has recognized a liability for asset retirement obligations (“ARO”) of \$11,893,000. The initial cost was capitalized as part of the carrying amount of the related tangible capital asset for assets that are recognized and in productive use. For related tangible capital assets that are unrecognized or no longer in productive use, the asset retirement cost has been expensed. The City adopted this new accounting standard on a prospective basis.

Estimate?

Yes – Expenditures required to retire a tangible capital asset

Our response

- We obtained an understanding of management’s process for implementing PS 3280, including how in-scope TCA were identified, sources of information used, and significant measurement data, assumptions and decisions.
- We assessed whether the asset retirement obligations accounting policy set by management was in accordance with PS 3280.
- We obtained a list of TCA that reconciles to the general ledger and reviewed the listing to ensure management’s identification of TCA with potential in-scope retirement obligations is accurate and complete.
- We inquired with Management and confirmed that there were no additional legal agreements entered into by the City that contractually obligates the City to an asset retirement obligation other than those already identified.
- We obtained Management’s calculation of the ARO liability, including accretion expense, and the incremental amortization expense. We verified the mathematical accuracy of the calculations and agreed a sample of inputs to supporting documentation and agreed the reasonableness of significant assumptions and judgments made to measure the liability.
- Management engaged several environmental consultants to determine the inputs in the calculation of the liability. We reviewed the consultant reports and related supporting documentation for the asset retirement obligations. We assessed the reasonableness of significant assumptions used by the environmental consultants and also whether reliance can be placed on consultant reports as audit evidence.

Other risks of material misstatement and results (continued)

We highlight our significant findings in respect of **other risks of material misstatement**.



Asset Retirement Obligations (“ARO”) – new accounting standard (Continued)

Our response

- We reviewed the application of the prospective provisions applied by management for the initial implementation of the accounting standard.
- We reviewed the financial statement presentation and note disclosures to ensure it is consistent with the guidance in PS 3280.
- We discussed with management that the ARO liability will need to be monitored on an annual basis to keep track of any retirement of AROs or changes in rates used in the determination of the liability and make adjustments as necessary.

Our findings

There were no issues noted in our testing.

Other risks of material misstatement and results (continued)

We highlight our significant findings in respect of **other risks of material misstatement**.



Financial instruments – new accounting standard

Background

The new standard PS 3450 *Financial Instruments*, PS 2601 *Foreign currency translation*, PS 1201 *Financial statement presentation* and PS 3041 *Portfolio Investments* are effective for the City's 2023 fiscal year. Equity instruments quoted in an active market and derivatives are required to be measured at fair value. All other financial instruments can be carried at cost/amortized cost or fair value depending on the City's accounting policy choice. The City has elected to carry all other investments at cost or amortized cost.

Estimate?

No

Our response

- We reviewed management's documentation of the process applied to analyze the appropriate recognition, measurement, presentation and disclosure of financial instruments.
- We obtained an understanding of the significant account policies applied to financial instruments to ensure they comply with the new accounting standard.
- We ensured financial instruments have been appropriately recognized and measured in accordance with the new accounting standard.
- We reviewed the financial statement presentation and note disclosures to ensure that it is consistent with the new accounting standard.

Our findings

There were no issues noted in our testing.

Other risks of material misstatement and results (continued)

We highlight our significant findings in respect of **other risks of material misstatement**.



Tangible Capital Assets (“TCA”)

Background

TCA represent a significant portion of assets of the City. The assets owned by the City include land, buildings, furniture and equipment, vehicles, water and waste system infrastructure, road infrastructure, library collection and their useful lives require estimation.

Estimate?

Yes - the established useful lives of TCA

Our response

- We updated our understanding of the process activities and controls over TCA, including the year-end process around identifying assets for impairment.
- We performed a walkthrough of the TCA process by tracing a transaction from initiation through to being recorded in the general ledger to confirm that the controls are implemented as designed.
- We obtained the TCA continuity schedule, verified its mathematical accuracy, and performed substantive procedures over additions, disposals, reclassifications, and other adjustments.
- We tested asset additions including inspection of supporting documentation to determine if additions are capital in nature and amounts recorded are accurate.
- We selected a sample of contributed assets and agreed the fair value on the date the assets were received to supporting documentation.
- We tested asset dispositions including inspection of supporting documentation and assessed appropriateness of the gain or loss recorded.
- We reviewed management’s assessment of the impairment of TCA and noted no issues in the current year.
- We performed an analytical review of the amortization of TCA and assessed the reasonableness of assets’ useful lives.
- We reviewed the financial statement note disclosure to ensure it is complete and accurate.

Our findings

There were no issues noted in our testing.

Other risks of material misstatement and results (continued)

We highlight our significant findings in respect of **other risks of material misstatement**.



Revenue, deferred revenues, and development cost charges

Background

Revenue is recorded on an accrual basis and is recognized when it is earned and measurable. Revenue relating to future periods, including property taxes, development cost charges (“DCCs”), government grants, contributions for future capital works, and amounts collected for building permits, and facility upgrades, are reported as deferred revenue and recognized when earned.

No

Estimate?

Our response

- We updated our understanding of the process activities and controls over revenue, deferred revenue, and development cost charges.
- We performed a walkthrough of the contributions received and related expenditures process, by tracing a transaction from initiation through to being recorded in the general ledger to confirm that the controls are implemented as designed.
- We inspected a sample of contracts and new grants to determine whether there were stipulations or restrictions impacting revenue recognition. We assessed whether revenue was appropriately recognized, or the amount was appropriately deferred. We also agreed the amounts recorded to cash receipts and the funding letter.
- We selected a sample of development cost charges, recalculated the total amount, agreed each factor in the calculation to supporting documentation (e.g. Council-approved rates) and agreed the amount recorded to cash receipts or letters of credit.
- We selected a sample of letters of credit held by the City and confirmed the authenticity of the letter of credit with the financial institution.
- We assessed whether the appropriate stipulations have been met by inspecting and recalculating expenses incurred for certain projects.

Our findings

There were no issues noted in our testing.

Other risks of material misstatement and results (continued)

We highlight our significant findings in respect of **other risks of material misstatement**.



Expenses, including salaries and benefits expense

Background

Expenses are closely monitored against approved budgets. Salaries and expenses represent a significant portion of the City's expenses. There is a need to ensure that the expenses recognized are appropriate.

Estimate?

No

Our response

- We updated our understanding of the process activities and controls over expenses, including salaries and benefits expense.
- We performed a walkthrough of the expense process, including the payroll process, by tracing a transaction from initiation through to being recorded in the general ledger to confirm that the controls are implemented as designed.
- We performed testing over the payroll process over hires and terminations, and noted that the controls are designed, implemented, and operating effectively.
- We analyzed the overall change in expenses relative to the prior year based on changes in operations.
- We developed an expectation for the current year salaries and benefits expense based on the prior year expense adjusted for changes in head count, pay rates and other non-recurring items. We compared our expectation to the actual salaries and benefits expense recorded and corroborated any significant variances noted.
- We performed substantive procedures over expenses, including reviewing and vouching a sample of expenses to underlying supporting documentation, ensuring the expenses are appropriately recognized.
- We selected a sample of payments made, trade payables recorded, and invoices received subsequent to year-end and ensured they were recorded in the appropriate fiscal year.

Our findings

There were no issues noted in our testing.

Other risks of material misstatement and results (continued)

We highlight our significant findings in respect of **other risks of material misstatement**.



Valuation of post-employment benefit liability

Background

The City provides certain post-employment benefits, compensated absences, and termination benefits to employees. Due to the complexities of the estimate, management has engaged an actuarial expert to assist in the development of the estimate.

Estimate?

Yes – Actuarial valuations of employee future benefits

Our response

- We updated our understanding of the process activities and controls over post-employment future benefits.
- We obtained the actuarial valuation report prepared by Management's specialist, George & Bell Consulting Inc. and agreed the liability amount in the report to the amount recorded by the City.
- We assessed the competence, expertise, and qualifications of George & Bell Consulting Inc., and the reasonableness of the valuation methodology applied.
- We assessed the reasonableness of significant assumptions used in the valuation, including changes in assumptions from the prior year.
- We obtained the data used by the actuary for the valuation and tested it on a sample basis for completeness and accuracy.
- We reviewed the financial statement note disclosure to ensure it is complete and accurate.

Our findings

There were no issues noted in our testing.

Area of audit focus

There is a new audit area of focus identified subsequent to the issuance of our Audit Planning Report.



Cybersecurity incident

Background

In June 2023, the City experienced a cybersecurity incident related to data exfiltration from a phishing campaign resulting in fraudulent emails received by internal personnel of City of Richmond and external contacts. The City's Information Technology ("IT") team in collaboration with a cybersecurity advisor gathered information and forensically investigated the incident to identify the actor and stop any further data exfiltration. In addition to remediation activities, actions such as the implementation of cyber monitoring processes, improved access management, phishing simulation campaigns, and awareness training programs have been undertaken to eliminate the short-term threat and minimize risk.

Our response

- KPMG Technology Risk specialists assessed whether the cybersecurity incident had any impact on the financial reporting system through discussions with the City's IT team and review of related incident reports. This incident affected unstructured email data, including potential personal identifiable information contained in the emails. No other application or data was affected or compromised because of this incident, including financial information.
- We obtained an understanding of management's process for validating data and ensuring systems were functioning appropriately.
- We obtained an understanding of management's reconciliation process over 2023 year-end balances which were designed to ensure the balances are complete and accurate.
- We performed walkthrough of significant processes to ensure controls were implemented as designed, and traced transactions to the general ledger to ensure they were accurately recorded.
- We performed substantive procedures in key areas with risk of material misstatement such as expenses including payroll, revenue, tangible capital assets and assets retirement obligations.

Our findings

There have been no indications through the performance of our audit procedures of any particular loss of data, misappropriation of assets, or unexpected transactional details. There were no issues noted in our testing.

Accounting policies and practices



Significant accounting policies

- There have been no initial selections of, or changes to, significant accounting policies and practices, except for the adoption of Canadian public standard *PS 3280 Asset Retirement Obligations* (refer pages 7 to 8) and new financial instruments standards *PS 3450 Financial Instruments*, *PS 2601 Foreign currency translation*, *PS 1201 Financial statement presentation* and *PS 3041 Portfolio investments* (refer page 9).
- There were no significant accounting policies in controversial or emerging areas.
- There were no issues noted with the timing of the City's transactions in relation to the period in which they were recorded.
- There were no issues noted with the extent to which the financial statements are affected by a significant unusual transaction and extent of disclosure of such transactions.
- There were no issues noted with the extent to which the financial statements are affected by non-recurring amounts recognized during the period and extent of disclosure of such transactions.



Significant accounting estimates

- There were no issues noted with management's identification of accounting estimates.
- There were no issues noted with management's process for making accounting estimates.
- There were no indicators of possible management bias.
- There were no significant factors affecting the City's asset and liability carrying values



Significant disclosures and financial statement presentation

- There were no issues noted with the judgments made, in formulating particularly sensitive financial statement disclosures.
- There were no issues noted with the overall neutrality, consistency, and clarity of the disclosures in the financial statements.
- There were no significant potential effects on the financial statements of significant risks, exposures, and uncertainties.

Control observations



Consideration of internal control over financial reporting (“ICFR”)

In planning and performing our audit, we considered ICFR relevant to the City’s preparation of the financial statements in order to design audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on the financial statements, but not for the purpose of expressing an opinion on ICFR.

Our understanding of internal control over financial reporting was for the limited purpose described above and was not designed to identify all control deficiencies that might be significant deficiencies. The matters being reported are limited to those deficiencies that we have identified during the audit that we have concluded are of sufficient importance to merit being reported to those charged with governance.

Our awareness of control deficiencies varies with each audit and is influenced by the nature, timing, and extent of audit procedures performed, as well as other factors. Had we performed more extensive procedures on internal control over financial reporting, we might have identified more significant deficiencies to be reported or concluded that some of the reported significant deficiencies need not, in fact, have been reported.



A deficiency in internal control over financial reporting

A deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A deficiency in design exists when (a) a control necessary to meet the control objective is missing or (b) an existing control is not properly designed so that, even if the control operates as designed, the control objective would not be met. A deficiency in operation exists when a properly designed control does not operate as designed, or when the person performing the control does not possess the necessary authority or competence to perform the control effectively.



Significant deficiencies in internal control over financial reporting

A significant deficiency in internal control over financial reporting is a deficiency, or combination of deficiencies, in internal control that, in the auditor’s professional judgment, is of sufficient importance to merit the attention of those charged with governance.

We did not identify any control deficiencies that we determined to be significant deficiencies in ICFR.

Appendix: Audit quality - How do we deliver audit quality?

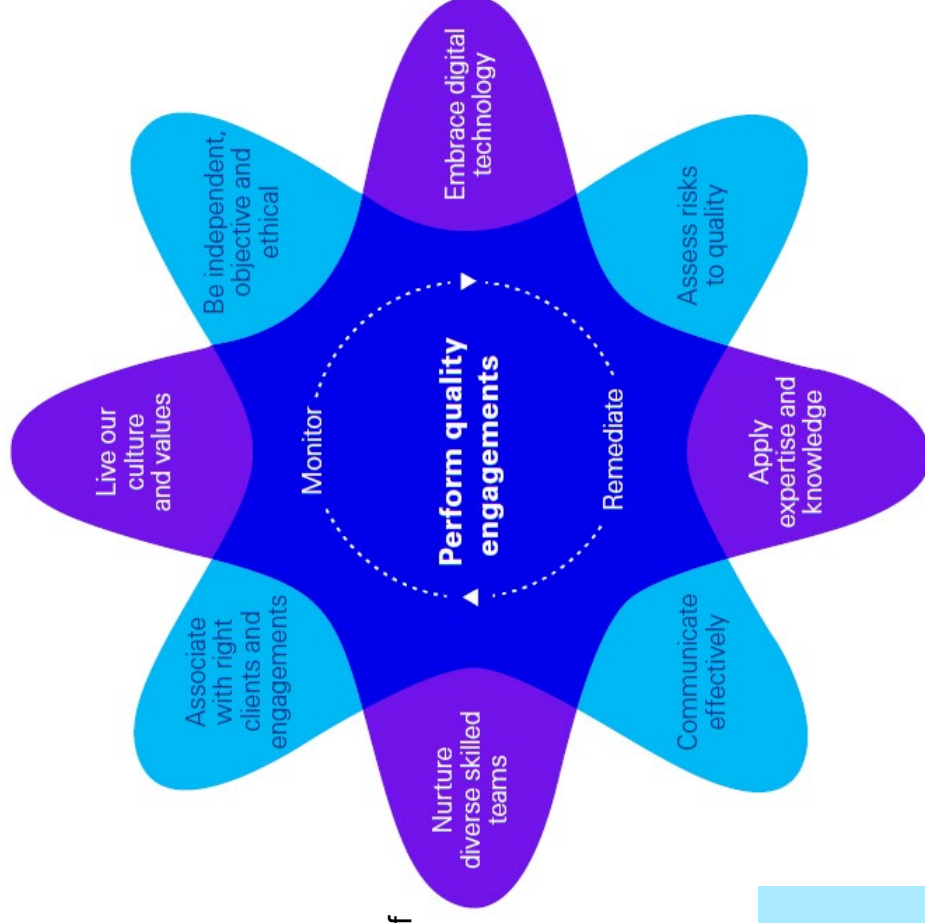
Quality essentially means doing the right thing and remains our highest priority. Our Global Quality Framework outlines how we deliver quality and how every partner and staff member contributes to its delivery.

The drivers outlined in the framework are the ten components of the KPMG System of Quality Management (SoQM). Aligned with ISQM 1/CSQM 1, our SoQM components also meet the requirements of the International Code of Ethics for Professional Accountants (including International Independence Standards) issued by the International Ethics Standards Board for Accountants (IESBA) and the relevant rules of professional conduct / code of ethics applicable to the practice of public accounting in Canada, which apply to professional services firms that perform audits of financial statements. Our Transparency Report includes our firm's Statement on the Effectiveness of our SoQM.

 [KPMG 2023 Audit Quality and Transparency Report](#)

We define 'audit quality' as being the outcome when:

- audits are **executed consistently**, in line with the requirements and intent of **applicable professional standards** within a strong **system of quality management**; and
- all of our related activities are undertaken in an environment of the utmost level of **objectivity, independence, ethics and integrity**.



Doing the right thing. Always.



Appendices

1

Required communications

2

Management representation letter

Appendix 1: Required communications

Draft auditor's report

The conclusion of our audit is set out in our draft auditor's report attached to the draft financial statements.

Audit findings report

Represented by this report.

Management representation letter

In accordance with professional standards, a copy of the management representation letters for the City are included in Appendix 2.

Internal control deficiencies

We did not identify any control deficiencies that we determined to be significant deficiencies in internal control over financial reporting.
We did not identify any new other observations in during the audit.

Independence

In accordance with professional standards, we have confirmed our independence on page 5.



Appendix 2: Management representation letter

(Letterhead of City of Richmond)

MANAGEMENT REPRESENTATION LETTER

KPMG LLP
P.O. Box 10426
777 Dunsmuir Street
Vancouver, BC V5Y 1K3

Date of Council's acceptance of the financial statements

We are writing at your request to confirm our understanding that your audit was for the purpose of expressing an opinion on the consolidated financial statements (hereinafter referred to as "financial statements") of the City of Richmond (the "City") as at and for the period ended December 31, 2023.

General:

We confirm that the representations we make in this letter are in accordance with the definitions as set out in [Attachment I](#) to this letter.

We also confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves:

Responsibilities:

- 1) We have fulfilled our responsibilities, as set out in the terms of the engagement letter dated October 26, 2022, including for:
 - a) the preparation and fair presentation of the financial statements and believe that these financial statements have been prepared and present fairly in accordance with the relevant financial reporting framework.
 - b) providing you with all information of which we are aware that is relevant to the preparation of the financial statements ("relevant information"), such as financial records, documentation and other matters, including:
 - the names of all related parties and information regarding all relationships and transactions with related parties; and
 - the complete minutes of meetings, or summaries of actions of recent meetings for which minutes have not yet been prepared, of Council and committees of Council that may affect the financial statements. All significant actions are included in such summaries.
 - c) providing you with unrestricted access to such relevant information.
 - d) providing you with complete responses to all enquiries made by you during the engagement.
 - e) providing you with additional information that you may request from us for the purpose of the engagement.
 - f) providing you with unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
 - g) such internal control as we determined is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. We also acknowledge and understand that we are responsible for the design, implementation and maintenance of internal control to prevent and detect fraud.

- h) ensuring that all transactions have been recorded in the accounting records and are reflected in the financial statements.

Internal control over financial reporting:

- 2) We have communicated to you all deficiencies in the design and implementation or maintenance of internal control over financial reporting of which we are aware.

Fraud & non-compliance with laws and regulations:

- 3) We have disclosed to you:
 - a) the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
 - b) all information in relation to fraud or suspected fraud that we are aware of that involves:
 - management;
 - employees who have significant roles in internal control over financial reporting; or
 - others;where such fraud or suspected fraud could have a material effect on the financial statements.
 - c) all information in relation to allegations of fraud, or suspected fraud, affecting the financial statements, communicated by employees, former employees, analysts, regulators, or others.
 - d) all known instances of non-compliance or suspected non-compliance with laws and regulations, including all aspects of contractual agreements, whose effects should be considered when preparing financial statements.
 - e) all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements.

Subsequent events:

- 4) All events subsequent to the date of the financial statements and for which the relevant financial reporting framework requires adjustment or disclosure in the financial statements have been adjusted or disclosed.

Related parties:

- 5) We have disclosed to you the identity of the City's related parties.
- 6) We have disclosed to you all the related party relationships and transactions/balances of which we are aware.
- 7) All related party relationships and transactions/balances have been appropriately accounted for and disclosed in accordance with the relevant financial reporting framework.

Estimates:

- 8) The methods, the data and the significant assumptions used in making accounting estimates, and their related disclosures are appropriate to achieve recognition, measurement or disclosure that is reasonable in the context of the applicable financial reporting framework.

Going concern:

- 9) We have provided you with all information relevant to the use of the going concern assumption in the financial statements.

- 10) We confirm that we are not aware of material uncertainties related to events or conditions that may cast significant doubt upon the City's ability to continue as a going concern.

Other information:

- 11) We confirm that the final version of the 2023 annual report will be provided to you when available, and prior to issuance by the City, to enable you to complete your required procedures in accordance with professional standards.

Non-SEC registrants or non-reporting issuers:

- 12) We confirm that the City is not a Canadian reporting issuer (as defined under any applicable Canadian securities act) and is not a United States Securities and Exchange Commission ("SEC") Issuer (as defined by the Sarbanes-Oxley Act of 2002).
- 13) We also confirm that the financial statements of the City will not be included in the group financial statements of a Canadian reporting issuer audited by KPMG or an SEC Issuer audited by any member of the KPMG organization.

Employee future benefits:

- 14) The employee future benefits costs, assets and obligation have been determined, accounted for and disclosed in accordance with the financial reporting framework.
- 15) The information provided by us to George & Bell Consulting (the "Expert") and used in the work and findings of the Expert are complete and accurate. We agree with the findings of the Expert in evaluating post-employment future benefits and have adequately considered the qualifications of the Expert in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give nor cause any instructions to be given to the Expert with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence and objectivity of the Expert.

Yours very truly,

Serena Lusk, Chief Administrative Officer

Jerry Chong, General Manager, Finance
and Corporate Services

Mike Ching, Director, Finance

Cindy Gilfillan, Manager, Financial Reporting

cc: Richmond City Council

Attachment I – Definitions

Materiality

Certain representations in this letter are described as being limited to matters that are material.

Information is material if omitting, misstating or obscuring it could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

Judgments about materiality are made in light of surrounding circumstances, and are affected by perception of the needs of, or the characteristics of, the users of the financial statements and the size or nature of a misstatement, or a combination of both while also considering the entity's own circumstances.

Information is obscured if it is communicated in a way that would have a similar effect for users of financial statements to omitting or misstating that information. The following are examples of circumstances that may result in material information being obscured:

- a) information regarding a material item, transaction or other event is disclosed in the financial statements but the language used is vague or unclear;
- b) information regarding a material item, transaction or other event is scattered throughout the financial statements;
- c) dissimilar items, transactions or other events are inappropriately aggregated;
- d) similar items, transactions or other events are inappropriately disaggregated; and
- e) the understandability of the financial statements is reduced as a result of material information being hidden by immaterial information to the extent that a primary user is unable to determine what information is material.

Fraud & error

Fraudulent financial reporting involves intentional misstatements including omissions of amounts or disclosures in financial statements to deceive financial statement users.

Misappropriation of assets involves the theft of an entity's assets. It is often accompanied by false or misleading records or documents in order to conceal the fact that the assets are missing or have been pledged without proper authorization.

An error is an unintentional misstatement in financial statements, including the omission of an amount or a disclosure.

Attachment II – Summary of Audit Misstatements Schedules

Summary of Uncorrected Audit Misstatements

There were no uncorrected audit misstatements noted.

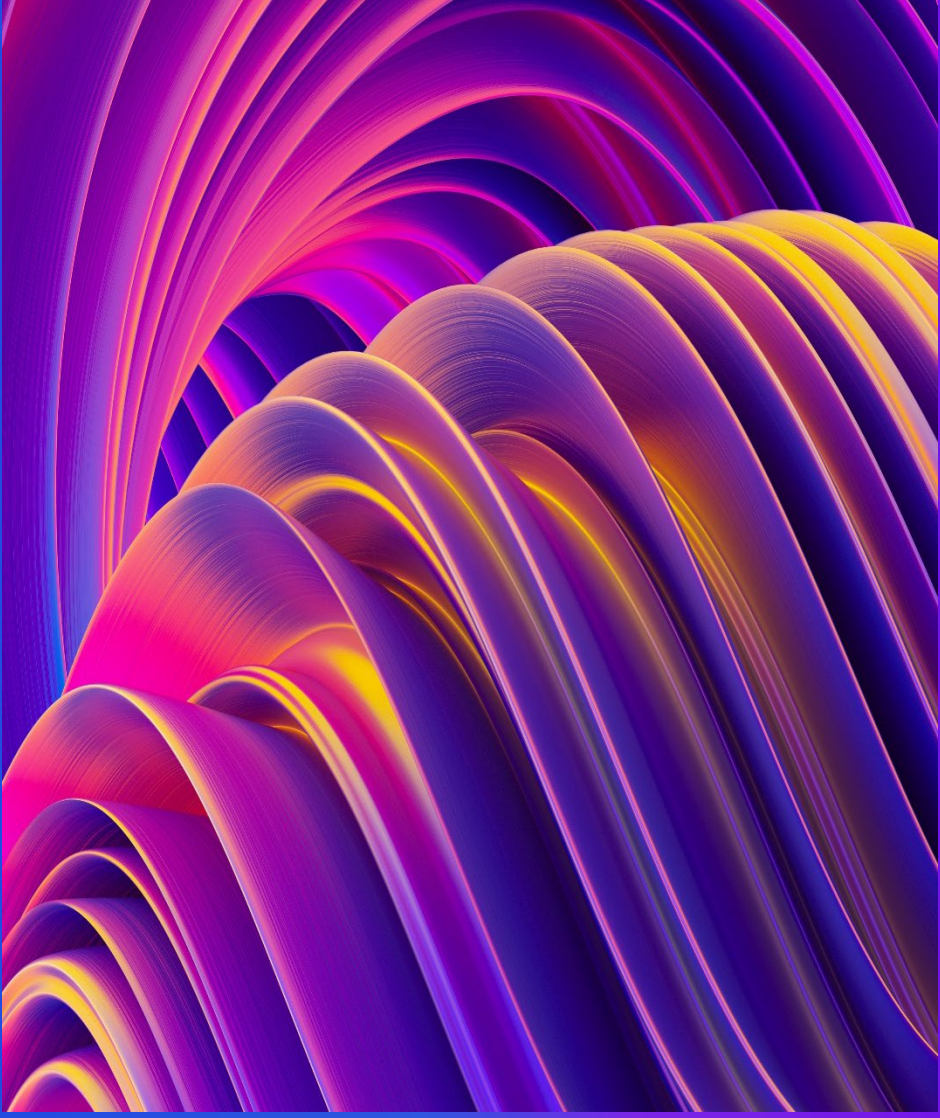
Summary of Corrected Audit Misstatements

There were no corrected audit misstatements noted.



<https://kpmg.com/ca/en/home.html>

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KPMG LLP

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INDEPENDENT AUDITOR'S REPORT

To the Mayor and Council of the City of Richmond

Opinion

We have audited the consolidated financial statements of the City of Richmond (the "City"), which comprise:

- the consolidated statement of financial position as at December 31, 2023
- the consolidated statement of operations for the year then ended
- the consolidated statement of changes in net financial assets for the year then ended
- the consolidated statement of cash flows for the year then ended
- and notes to the consolidated financial statements, including a summary of significant accounting policies

(hereinafter referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the consolidated financial position of the City as at December 31, 2023, and its consolidated results of operations, its consolidated changes in net financial assets and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the "**Auditor's Responsibilities for the Audit of the Financial Statements**" section of our auditor's report.

We are independent of the City in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

DRAFT - April 19, 2024

KPMG LLP, an Ontario limited liability partnership and member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee, which provides services to KPMG LLP.



Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the City's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the City or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the City's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.



- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the City's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the City to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the group entity to express an opinion on the financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

Chartered Professional Accountants

Vancouver, Canada

Date

CITY OF RICHMOND

Consolidated Statement of Financial Position
(Expressed in thousands of dollars)

December 31, 2023, with comparative information for 2022

	2023	2022
Financial Assets		
Cash and cash equivalents	\$ 321,479	\$ 654,651
Investments (note 4)	1,380,383	921,493
Investment in Lulu Island Energy Company ("LIEC") (note 5)	37,098	35,028
Accrued interest receivable	26,614	14,676
Accounts receivable (note 6)	36,126	36,013
Taxes receivable	19,474	15,224
Development fees receivable	20,299	43,219
Debt reserve fund - deposits (note 7)	1,468	1,468
	<u>1,842,941</u>	<u>1,721,772</u>
Liabilities		
Accounts payable and accrued liabilities (note 8)	115,127	103,582
Post-employment benefits (note 10)	37,881	38,528
Development cost charges (note 11)	241,634	237,051
Deposits and holdbacks (note 12)	148,738	150,007
Deferred revenue (note 13)	75,357	59,063
Debt, net of sinking fund deposits (note 14)	98,629	107,816
	<u>717,366</u>	<u>696,047</u>
Net financial assets	1,125,575	1,025,725
Non-Financial Assets		
Tangible capital assets (note 15)	2,694,902	2,594,212
Inventory of materials and supplies	6,146	5,405
Prepaid expenses	4,909	3,827
	<u>2,705,957</u>	<u>2,603,444</u>
Accumulated surplus (note 16)	<u>\$ 3,831,532</u>	<u>\$ 3,629,169</u>

Contingent demand notes (note 7)
Contingent assets and contractual rights (note 19)
Commitments and contingencies (note 20)

See accompanying notes to consolidated financial statements.

Approved on behalf of Council:

General Manager, Finance and Corporate Services

DRAFT - April 19, 2024

CITY OF RICHMOND

Consolidated Statement of Operations
(Expressed in thousands of dollars)

Year ended December 31, 2023, with comparative information for 2022

	2023 Budget (notes 2(p) and 26)	2023	2022
Revenue:			
Taxation and levies (note 22)	\$ 287,052	\$ 288,720	\$ 269,582
Utility fees	133,609	132,951	127,965
Sales of services	48,817	50,737	44,494
Payments-in-lieu of taxes	14,650	18,114	21,314
Provincial and federal contributions	11,656	38,660	12,893
Development cost charges (note 11)	20,323	10,292	22,434
Other capital funding sources	65,698	83,562	51,220
Other revenue:			
Investment income	14,323	61,503	30,250
Gaming revenue	14,500	13,013	12,562
Licenses and permits	12,195	15,934	15,047
Other (note 23)	14,370	25,543	35,206
Equity income in LIEC (note 5)	594	2,070	1,381
	637,787	741,099	644,348
Expenses:			
Community safety	141,538	138,669	127,727
Utilities:			
Water, sewer and sanitation	118,880	113,832	110,490
Engineering, public works and project development	85,795	81,910	89,103
Community services	76,203	71,328	64,955
General government	76,335	72,780	59,492
Planning and development	33,080	29,484	23,890
Richmond Olympic Oval	18,788	19,200	16,844
Richmond Public Library	12,062	11,533	10,565
	562,681	538,736	503,066
Annual surplus	75,106	202,363	141,282
Accumulated surplus, beginning of year	3,629,169	3,629,169	3,487,887
Accumulated surplus, end of year	\$ 3,704,275	\$ 3,831,532	\$ 3,629,169

See accompanying notes to consolidated financial statements.

CITY OF RICHMOND

Consolidated Statement of Changes in Net Financial Assets (Expressed in thousands of dollars)

Year ended December 31, 2023, with comparative information for 2022

	2023 Budget (notes 2(p) and 26)	2023	2022
Annual surplus for the year	\$ 75,106	\$ 202,363	\$ 141,282
Acquisition of tangible capital assets	(132,566)	(90,046)	(87,100)
Initial recognition of asset retirement obligation on recognized tangible capital assets	-	(7,081)	-
Contributed tangible capital assets	(48,745)	(75,945)	(41,332)
Amortization of tangible capital assets	70,471	71,938	72,722
Net (gain) loss on disposal of tangible capital assets	-	(2,133)	222
Proceeds on sale of tangible capital assets	-	2,577	543
	(35,734)	101,673	86,337
Acquisition of inventory of materials and supplies	-	(6,146)	(5,405)
Acquisition of prepaid expenses	-	(4,909)	(3,827)
Consumption of inventory of materials and supplies	-	5,405	4,696
Use of prepaid expenses	-	3,827	3,921
Change in net financial assets	(35,734)	99,850	85,722
Net financial assets, beginning of year	1,025,725	1,025,725	940,003
Net financial assets, end of year	\$ 989,991	\$ 1,125,575	\$ 1,025,725

See accompanying notes to consolidated financial statements.

CITY OF RICHMOND

Consolidated Statement of Cash Flows
(Expressed in thousands of dollars)

Year ended December 31, 2023, with comparative information for 2022

	2023	2022
Cash provided by (used in):		
Operating activities:		
Annual surplus	\$ 202,363	\$ 141,282
Items not involving cash:		
Amortization of tangible capital assets	71,938	72,722
Accretion of asset retirement obligation	290	-
Initial recognition of asset retirement obligation on unrecognized tangible capital assets	4,522	-
Net (gain) loss on disposal of tangible capital assets	(2,133)	222
Contributions of tangible capital assets	(75,945)	(41,332)
Equity income in LIEC	(2,070)	(1,381)
Changes in non-cash operating working capital:		
Accrued interest receivable	(11,938)	(5,744)
Accounts receivable	(113)	(6,358)
Taxes receivable	(4,250)	(1,067)
Development fees receivable	22,920	(30,794)
Debt reserve fund	-	(960)
Inventory of materials and supplies	(741)	(709)
Prepaid expenses	(1,082)	94
Accounts payable and accrued liabilities	(348)	17,642
Post-employment benefits	(647)	498
Development cost charges	4,583	12,396
Deposits and holdbacks	(1,269)	43,966
Deferred revenue	16,294	2,877
Net change in cash from operating activities	222,374	203,354
Capital activities:		
Cash used to acquire tangible capital assets	(90,046)	(87,100)
Proceeds on disposal of tangible capital assets	2,577	543
Net change in cash from capital activities	(87,469)	(86,557)
Financing activities:		
Proceeds from issuance of debt	-	96,000
Repayments of debt	(9,187)	(5,570)
Net change in cash from financing activities	(9,187)	90,430
Investing activities:		
Purchase of investments	(458,890)	(224,607)
Decrease in cash and cash equivalents	(333,172)	(17,380)
Cash and cash equivalents, beginning of year	654,651	672,031
Cash and cash equivalents, end of year	\$ 321,479	\$ 654,651
Non-cash transactions, related to asset retirement obligations:		
Tangible capital asset additions	\$ 7,081	\$ -

See accompanying notes to consolidated financial statements.

DRAFT - April 19, 2024

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

1. Operations:

The City of Richmond (the “City”) is incorporated under the Local Government Act of British Columbia. The City’s principal activities include the provision of local government services to residents of the incorporated area. These include administrative, protective, transportation, infrastructure, environmental, recreational, water, sewer, and drainage.

2. Significant accounting policies:

These consolidated financial statements of the City have been prepared in accordance with Canadian public sector accounting standards as prescribed by the Public Sector Accounting Board (“PSAB”) of the Chartered Professional Accountants of Canada.

(a) Basis of consolidation:

These consolidated financial statements reflect a combination of the City’s General Revenue, General Capital and Loan, Waterworks and Sewerworks, and Reserve Funds consolidated with the Richmond Public Library (the “Library”) and the Richmond Olympic Oval Corporation (the “Oval”). The Library is consolidated as the Library Board is appointed by the City. The Oval is consolidated as they are a wholly-owned municipal corporation of the City. Interfund and inter-entity transactions, fund balances and activities have been eliminated on consolidation. The City’s investment in Lulu Island Energy Company (“LIEC”), a wholly-owned government business enterprise (“GBE”), is accounted for using the modified equity method.

(i) General Revenue Fund:

This fund is used to account for the current operations of the City as provided for in the Annual Budget, including collection of taxes, administering operations, policing, and servicing general debt.

(ii) General Capital and Loan Fund:

This fund is used to record the City’s tangible capital assets and work-in-progress, including engineering structures such as roads and bridges, and the related debt.

(iii) Waterworks and Sewerworks Funds:

These funds have been established to cover the costs of operating these utilities, with related capital and loan funds to record the related tangible capital assets and debt.

(iv) Reserve Funds:

Certain funds are established by bylaws for specific purposes. They are funded primarily by budgeted contributions from the General Revenue Fund and developer contributions plus interest earned on fund balances.

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

2. Significant accounting policies (continued):

(b) Basis of accounting:

The City follows the accrual method of accounting for revenue and expenses. Revenue is recognized in the year in which it is earned and measurable. Expenses are recognized as they are incurred and measurable as a result of receipt of goods and services and/or the creation of a legal obligation to pay.

(c) Government transfers:

Restricted transfers from governments are deferred and recognized as revenue as the related expenditures are incurred or the stipulations in the related agreement are met. Unrestricted transfers are recognized as revenue when received or if the amount to be received can be reasonably estimated and collection is reasonably assured.

(d) Financial Instruments:

Financial instruments include cash and cash equivalents, investments, accounts receivables, development fees receivables, accounts payable and accrued liabilities and debt.

Financial instruments are recorded at fair value on initial recognition. Equity instruments quoted in an active market and derivatives are subsequently measured at fair value as at the reporting date. All other financial instruments are subsequently recorded at cost or amortized cost unless management elects to carry the financial instrument at fair value. The City has not elected to carry any other financial instruments at fair value.

Unrealized changes in fair value are recognized in the Consolidated Statement of Remeasurement Gains and Losses. They are recorded in the Consolidated Statement of Operations when they are realized. There are no unrealized changes in fair value as at December 31, 2023 and December 31, 2022. As a result, the City does not have a Consolidated Statement of Remeasurement Gains and Losses.

Transaction costs incurred on the acquisition of financial instruments recorded at cost and are expensed as incurred.

Sales and purchases of investments are recorded on the trade date.

Accounts receivables, investments, accounts payable and accrued liabilities, and debt are measured at amortized cost using the effective interest rate method.

All financial assets are assessed for impairment on an annual basis. When a decline is determined to be other than temporary, the amount of the loss is reported in the Consolidated Statement of Operations.

(e) Cash and cash equivalents:

Cash and cash equivalents consist of cash, highly liquid money market investments and short-term investments with maturities of less than 90-days from date of acquisition.

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

2. Significant accounting policies (continued):

(f) Investment in government business enterprises:

Government business enterprises are recorded using the modified equity method of accounting. The City's investment in the GBE is recorded as the value of the GBE's shareholder's equity. The investment's income or loss is recognized by the City when it is earned by the GBE. Inter-organizational transactions and balances are not eliminated, except for any gains or losses on assets remaining within the City.

(g) Accounts receivable:

Accounts receivable are net of an allowance for doubtful accounts and therefore represent amounts expected to be collected.

(h) Development cost charges:

Development cost charges are restricted by legislation to expenditures on capital infrastructure. These amounts are deferred upon receipt and recognized as revenue when the expenditures are incurred in accordance with the restrictions.

(i) Post-employment benefits:

The City and its employees make contributions to the Municipal Pension Plan. As this plan is a multi-employer plan, contributions are expensed as incurred.

Post-employment benefits also accrue to the City's employees. The liabilities related to these benefits are actuarially determined based on service and best estimates of retirement ages and expected future salary and wage increases. The liabilities under these benefits plans are accrued based on projected benefits prorated as employees render services necessary to earn the future benefits.

(j) Non-financial assets:

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

(i) Tangible capital assets:

Tangible capital assets are initially recorded at cost, which includes amounts that are directly attributable to acquisition, construction, development, or betterment of the assets. The cost, less estimated residual value, of the tangible capital assets, excluding land, are amortized on a straight line basis over their estimated useful lives as follows:

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

2. Significant accounting policies (continued):

(j) Non-financial assets (continued):

(i) Tangible capital assets (continued):

Asset	Useful life - years
Buildings and building improvements	10 - 75
Infrastructure	5 - 100
Vehicles, machinery and equipment	3 - 40
Library's collections, furniture and equipment	4 - 20

Amortization is charged over the asset's useful life commencing when the asset is acquired. Assets under construction are not amortized until the asset is available for productive use.

(ii) Contributions of tangible capital assets:

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt and also are recorded as revenue.

(iii) Natural resources, works of art, and cultural and historic assets:

Natural resources, works of art, and cultural and historic assets are not recorded as assets in the consolidated financial statements.

(iv) Interest capitalization:

The City does not capitalize interest costs associated with the construction of a tangible capital asset.

(v) Labour capitalization:

Internal labour directly attributable to the construction, development or implementation of a tangible capital asset is capitalized.

(vi) Leased tangible capital assets:

Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as leased tangible capital assets. All other leases are accounted for as operating leases and the related payments are charged to expenses as incurred.

(vii) Impairment of tangible capital assets:

Tangible capital assets are written down when conditions indicate that they no longer contribute to the City's ability to provide goods and services, or when the value of future economic benefits associated with the tangible capital assets are less than their net book value. The net write-downs are accounted for as expenses in the consolidated statement of operations.

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

2. Significant accounting policies (continued):

(j) Non-financial assets (continued):

(viii) Inventory of materials and supplies:

Inventory is recorded at cost, net of an allowance for obsolete stock. Cost is determined on a weighted average basis.

(k) Revenue recognition:

Revenue is recognized in the period in which the transactions or events occurred that gave rise to the revenue. All revenue is recorded on an accrual basis, except when the accruals cannot be determined with a reasonable degree of certainty or when their estimation is impractical.

(l) Taxes:

The City establishes property tax rates based on assessed market values provided by the British Columbia Assessment Authority. Market values are determined as of July 1st of each year. The City records taxation revenue at the time the property tax bills are issued. The City is entitled to collect interest and penalties on overdue taxes.

The City is required to act as the agent for the collection of certain taxes and fees imposed by other authorities. Collections for other authorities are excluded from the City's taxation revenue.

Payments in Lieu of Taxes ("PILT") for federal properties are calculated on the basis of values and rates which would apply if these properties were taxable. The annual tax rates together with the assessed value on the Grant Roll are used to calculate the PILT levy. The PILT revenue is recorded when the payment is received.

(m) Deferred revenue:

The City defers a portion of the revenue collected from permits, licenses and other fees and recognizes this revenue in the year in which related inspections are performed, other related expenses are incurred or services are provided.

Deferred revenue also represents funds received from external parties for specified purposes. This revenue is recognized in the period in which the related expenses are incurred.

(n) Deposits:

Receipts restricted by the legislation of senior governments or by agreement with external parties are deferred and reported as deposits and are refundable under certain circumstances. When qualifying expenses are incurred, deposits are recognized as revenue at amounts equal to the qualifying expenses.

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

2. Significant accounting policies (continued):

(o) Debt:

Debt is recorded net of related sinking fund balances.

(p) Budget information:

Budget information, presented on a basis consistent with that used for actual results, was included in the City's Consolidated 5 Year Financial Plan (2023-2027) ("Consolidated Financial Plan") and was adopted through Bylaw No. 10429 on January 30, 2023.

(q) Contaminated sites:

Contaminated sites are a result of contamination being introduced into air, soil, water, or sediment of a chemical, organic or radioactive material of live organism that exceeds an environmental standard. Liabilities are recorded net of any expected recoveries.

A liability for remediation of contaminated sites is recognized when a site is not in productive use and the following criteria are met:

- (i) An environmental standard exists;
- (ii) Contamination exceeds the environmental standard;
- (iii) The City is directly responsible or accepts responsibility;
- (iv) It is expected that future economic benefits will be given up; and
- (v) A reasonable estimate of the amount can be made.

The liability is recognized as management's estimate of the cost of post-remediation including operation, maintenance and monitoring that are an integral part of the remediation strategy for a contaminated site.

(r) Use of accounting estimates:

The preparation of consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amount of revenue and expenditures during the reporting period. Areas requiring the use of management estimates relate to performing the actuarial valuation of employee future benefits, the value of contributed tangible capital assets, value of developer contributions, the value of asset retirement obligations, useful lives for amortization, determination of provisions for accrued liabilities, allowance for doubtful accounts, and provision for contingencies. Actual results could differ from those estimates. Adjustments, if any, will be reflected in the consolidated financial statements in the period that the change in estimate is made, as well as in the period of settlement if the amount is different.

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

2. Significant accounting policies (continued):

(s) Segment disclosures:

A segment is defined as a distinguishable activity or group of activities of a government for which it is appropriate to separately report financial information to achieve the objectives of the standard. The City has provided definitions of segments as well as presented financial information in segment format.

(t) Asset retirement obligations:

An asset retirement obligation is recognized when, as at the financial reporting date, all of the following criteria are met:

- There is a legal obligation to incur retirement costs in relation to a tangible capital asset;
- The past transaction or event giving rise to the liability has occurred;
- It is expected that future economic benefits will be given up; and,
- A reasonable estimate of the amount can be made.

The liability is initially recorded at the best estimate of the expenditures required to retire a tangible capital asset, and the resulting costs are capitalized as part of the carrying amount of the related tangible capital asset if the asset is recognized and in productive use. This liability is subsequently reviewed at each financial reporting date and adjusted for any revisions to the timing or amount required to settle the obligation. The changes in the liability for the passage of time are recorded as accretion expense in the Consolidated Statement of Operations and all other changes are adjusted to the tangible capital asset. The cost is amortized over the useful life of the tangible capital asset (Note 2 (j)(i)). If the related tangible capital asset is unrecognized or no longer in productive use, the asset retirement costs are expensed.

Recoveries related to asset retirement obligations are recognized when the recovery can be appropriately measured, a reasonable estimate of the amount can be made and it is expected that future economic benefits will be obtained. A recovery is recognized on a gross basis from the asset retirement obligations liability.

3. Adoption of new accounting standards:

(a) PS 3280 Asset Retirement Obligations:

On January 1, 2023, the City adopted Canadian public sector accounting standard PS 3280 Asset Retirement Obligations ("PS 3280"). The standard requires the reporting of legal obligations associated with the retirement of tangible capital assets by public sector entities.

The City has adopted this standard on a prospective basis.

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

3. Adoption of new accounting standards (continued):

(b) PS 3450 Financial Instruments and related standards:

On January 1, 2023, the City adopted Canadian public sector accounting standard PS 3450 Financial Instruments, PS 2601 Foreign Currency Translation, PS 1201 Financial Statement Presentation and PS 3041 Portfolio Investments. The standards were adopted prospectively from the date of adoption. The new standards provide comprehensive requirements for the recognition, measurement, presentation and disclosure of financial instruments and foreign currency transactions.

Under PS 3450 Financial Instruments, all financial instruments are included on the Consolidated Statement of Financial Position and are measured at either fair value or amortized cost based on the characteristics of the instrument and the City's accounting policy choices (see note 2(d)).

The adoption of these standards did not have any impact on the amounts presented in these consolidated financial statements.

4. Investments:

	2023		2022	
	Cost	Market value	Cost	Market value
Short-term notes and deposits	\$ 443,418	\$ 443,418	\$ 379,378	\$ 379,378
Government and government guaranteed bonds	599,013	595,015	361,297	350,352
Bank bonds	325,486	328,578	180,818	175,405
Municipal Finance Authority bonds	12,466	12,722	-	-
	\$ 1,380,383	\$ 1,379,733	\$ 921,493	\$ 905,135

5. Investment in Lulu Island Energy Company Ltd.:

The City owns 100% of the issued and outstanding shares of LIEC, which was incorporated under the British Columbia Business Corporations Act on August 19, 2013. LIEC develops, manages and operates district energy utilities in the city of Richmond, on the City's behalf, including but not limited to energy production, generation or exchange, transmission, distribution, maintenance, marketing and sales to customers, customer service, profit generation, financial management and advisory services for energy and infrastructure.

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

5. Investment in Lulu Island Energy Company Ltd. (continued):

Summarized financial information relating to LIEC is as follows:

	2023	2022
Cash, cash equivalents, and investments	\$ 14,527	\$ 15,516
Accounts receivable	4,793	2,241
Tangible capital assets	53,741	45,745
Total assets	73,061	63,502
Accounts payable and accrued liabilities	1,849	3,853
Government grants	403	241
Deferred contributions	19,236	13,018
Project agreement/concession liability	14,475	11,362
Total liabilities	35,963	28,474
Shareholder's equity	\$ 37,098	\$ 35,028
Total revenue	\$ 8,570	\$ 7,608
Total expenses	6,500	6,227
Net income	\$ 2,070	\$ 1,381

Included in accounts payable and accrued liabilities in the City's consolidated statement of financial position are payables to LIEC in the amount of \$165,059 (2022 - \$152,937).

On October 30, 2014, LIEC and Corix Utilities Inc. ("Corix") entered into a 30-year Concession agreement (the "Concession Agreement"), where Corix will design, construct, finance, operate and maintain the infrastructure for the district energy utility at the Oval Village community (the "OVDEU project"). On September 22, 2022, the LIEC terminated the Concession Agreement after the Company entered into a new project agreement (the "Project Agreement") with Project Contractor, a wholly-owned subsidiary of Corix to design, build, finance, operate and maintain City Centre District Energy Utility infrastructure providing heating and cooling services to new residential and mixed use commercial developments within the City Centre area (the "CCDEU project"). The existing OVDEU project has been transferred into the CCDEU project, and the OVDEU plant and equipment, financing and operations are now executed by the Project Contractor under the Project Agreement.

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

6. Accounts receivable:

	2023	2022
Water and sewer utilities	\$ 15,429	\$ 14,760
Casino revenue	2,940	3,363
Capital grants	8,416	9,536
Other trade receivables	9,341	8,354
	\$ 36,126	\$ 36,013

7. Debt reserve fund deposits and contingent demand notes:

The City issues its debt instruments through the Municipal Finance Authority (the "MFA"). As a condition of these borrowings, a portion of the debenture proceeds is withheld by the MFA in a Debt Reserve Fund. The City also executes demand notes in connection with each debenture whereby the City may be required to loan certain amounts to the MFA. These demand notes are contingent in nature and are not reflected in the City's accounts. The details of the cash deposits and contingent demand notes at December 31, 2023 are as follows:

	Cash deposits	Contingent demand notes
General Revenue Fund	\$ 1,468	\$ 1,468

8. Accounts payable and accrued liabilities:

	2023	2022
Trade and other accrued liabilities	\$ 103,234	\$ 103,582
Asset retirement obligations (note 9)	11,893	-
	\$ 115,127	\$ 103,582

9. Asset retirement obligations:

The City has recognized liabilities related to the legal obligations to incur costs to retire a tangible capital asset. A significant part of City's asset retirement obligations results from the removal and disposal of designated materials from buildings and fuel tanks. The measurement of the liability for asset retirement obligations is impacted by new information about activities required to settle the liability, the activities that settled all or part of the obligation, and any changes in the legal obligation. To estimate the liability for the removal and disposal of designated materials in City buildings and fuel tanks, assessment reports are used with experience and expert advice to determine the costs of retiring the material. For assets without an assessment, an estimate is based on the cost for similar assets until more asset specific data is available.

DRAFT - April 19, 2024

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

9. Asset retirement obligations (continued):

The estimated liability consists of costs relating to tangible capital assets that are both recognized and unrecognized. Where the tangible capital asset is recognized and in productive use, the associated asset retirement obligation is amortized over the estimated remaining useful life of the asset. Where the tangible capital asset is unrecognized, as in the case of building lease arrangements which contain clauses that obligate the City with asset retirement obligations, or where the asset is a component of a greater tangible capital asset, such as fuel tanks, the obligation is expensed. The City estimates that the majority of the obligations will be paid during fiscal years 2048 to 2073.

	Initial recognition January 1, 2023	Accretion expense	Balance December 31, 2023
Recognized tangible capital assets	\$ 7,081	\$ 290	\$ 7,371
Unrecognized tangible capital assets	4,522	-	4,522
	\$ 11,603	\$ 290	\$ 11,893

When significant obligations have reliable cash flow projections, the liability may be estimated using the present value of future cash flows, otherwise they are recorded at current costs. The discount rate used reflects the risks specific to the asset retirement liability. The discount rate used for 2023 is 4.10 per cent. There are no liabilities recorded using the present value of future cash flows at December 31, 2023.

10. Post-employment benefits:

The City provides certain post-employment benefits, non-vested sick leave, compensated absences, and termination benefits to its employees.

	2023	2022
Accrued benefit obligation, beginning of year	\$ 33,637	\$ 36,150
Opening adjustment due to Oval actuarial valuation Jan 1 st , 2023	207	-
Current service cost	2,434	2,780
Interest cost	1,528	917
Past service (credit) / cost	(494)	21
Benefits paid	(3,786)	(2,976)
Actuarial loss / (gain)	1,287	(3,255)
Accrued benefit obligation, end of year	\$ 34,813	\$ 33,637

An actuarial valuation for these benefits was performed to determine the City's accrued benefit obligation as at December 31, 2023. This actuarial gain is being amortized over a period equal to the employees' expected average remaining service lifetime of 11-years.

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

10. Post-employment benefits (continued):

	2023	2022
Accrued benefit obligation, end of year	\$ 34,813	\$ 33,637
Unamortized net actuarial gain	3,068	4,891
Accrued benefit liability, end of year	\$ 37,881	\$ 38,528

Actuarial assumptions used to determine the City's accrued benefit obligation are as follows:

	2023	2022
Discount rate	4.10%	4.40%
Expected future inflation rate	2.50%	2.50%
Expected wage and salary range increases	2.50% to 3.00%	2.50% to 3.00%

11. Development cost charges:

	2023	2022
Balance, beginning of year	\$ 237,051	\$ 224,655
Contributions	4,342	30,053
Interest	10,533	4,777
Revenue recognized	(10,292)	(22,434)
Balance, end of year	\$ 241,634	\$ 237,051

12. Deposits and holdbacks:

	Balance December 31, 2022	Deposit contributions / interest earned	Refund/ expenditures	Balance December 31, 2023
Security deposits	\$ 126,281	\$ 10,527	\$ (11,095)	\$ 125,713
Developer contributions	7,919	-	-	7,919
Damage deposits	7,143	830	(1,315)	6,658
Contract holdbacks	4,789	2,415	(2,437)	4,767
Other	3,875	620	(814)	3,681
	\$ 150,007	\$ 14,392	\$ (15,661)	\$ 148,738

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

13. Deferred revenue:

	Balance December 31, 2022	Externally restricted inflows	Revenue earned	Balance December 31, 2023
Taxes and utilities	\$ 26,231	\$ 30,008	\$ (26,231)	\$ 30,008
Building permits/development	17,119	5,474	(7,511)	15,082
Oval	3,121	1,650	(1,958)	2,813
Capital grants	3,011	25,062	(11,464)	16,609
Business licenses	2,681	2,239	(2,307)	2,613
Parking easement/leased land	2,428	108	(56)	2,480
Other	4,472	6,863	(5,583)	5,752
	\$ 59,063	\$ 71,404	\$ (55,110)	\$ 75,357

14. Debt, net of MFA sinking fund deposits:

The City obtains debt instruments through the MFA pursuant to security issuing bylaws under authority of the Community Charter to finance certain capital expenditures.

Gross amount for the debt less principal payments and actuarial adjustments to date are as follows:

MFA issue	Loan authorization bylaw	Gross amount borrowed	Repayments and actuarial adjustments	Net debt 2023	Net debt 2022
127	9075	\$ 50,815	\$ 44,791	\$ 6,024	\$ 11,816
158	10334	96,000	3,395	92,605	96,000
		\$ 146,815	\$ 48,186	\$ 98,629	\$ 107,816

Current borrowing includes:

MFA issue	Issue date	Term (yrs.)	Maturity date	Interest rate	Refinancing date
127	April 7, 2014	10	April 7, 2024	3.30%	-
158	September 23, 2022	20	September 23, 2042	4.09%	September 23, 2032

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

14. Debt, net of MFA sinking fund deposits (continued):

Interest expense incurred for the year on the long-term debt was \$5,594,469 (2022 - \$2,750,689).

Repayments on net outstanding debt over the next five years and thereafter are as follows:

2024	\$	9,538
2025		3,636
2026		3,764
2027		3,895
2028		4,032
Thereafter		73,764
	\$	98,629

15. Tangible capital assets:

Cost	Balance December 31, 2022	Additions and transfers	Disposals	Balance December 31, 2023
Land	\$ 1,121,481	\$ 70,368	\$ (2)	\$ 1,191,847
Building and building improvements	595,611	29,499	(3,367)	621,743
Infrastructure	1,951,176	55,961	(4,382)	2,002,755
Vehicles, machinery and equipment	176,948	13,559	(5,887)	184,620
Library's collections, furniture and equipment	11,126	1,321	(478)	11,969
Assets under construction	63,372	2,364	-	65,736
	\$ 3,919,714	\$ 173,072	\$ (14,116)	\$ 4,078,670

Accumulated amortization	Balance December 31, 2022	Disposals	Amortization expense	Balance December 31, 2023
Building and building improvements	\$ 246,225	\$ (3,088)	\$ 22,177	\$ 265,314
Infrastructure	951,155	(4,315)	38,080	984,920
Vehicles, machinery and equipment	120,150	(5,791)	10,780	125,139
Library's collections, furniture and equipment	7,972	(478)	901	8,395
	\$ 1,325,502	\$ (13,672)	\$ 71,938	\$ 1,383,768

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

15. Tangible capital assets (continued):

Net book value	December 31, 2023	December 31, 2022
Land	\$ 1,191,847	\$ 1,121,481
Buildings and building improvements	356,429	349,386
Infrastructure	1,017,835	1,000,021
Vehicles, machinery and equipment	59,481	56,798
Library's collection, furniture and equipment	3,574	3,154
Assets under construction	65,736	63,372
Balance, end of year	\$ 2,694,902	\$ 2,594,212

(a) Assets under construction:

Assets under construction having a value of \$65,735,570 (2022 - \$63,371,507) have not been amortized. Amortization of these assets will commence when the asset is put into service.

(b) Contributed tangible capital assets:

Contributed tangible capital assets have been recognized at fair market value at the date of contribution and recorded in other capital funding revenue on the statement of operations. The value of contributed assets received during the year is \$75,944,770 (2022 - \$41,331,921) comprised of land in the amount of \$58,306,673 (2022 - \$30,863,846), infrastructure in the amount of \$17,638,097 (2022 - \$5,123,075), buildings in the amount of \$nil (2022 - \$5,345,000).

(c) Tangible capital assets disclosed at nominal values:

Where an estimate of fair value could not be made, the tangible capital asset was recognized at a nominal value.

(d) Works of art and historical treasures:

The City manages and controls various works of art and non-operational historical cultural assets including building, artifacts, paintings, and sculptures located at City sites and public display areas. The assets are not recorded as tangible capital assets and are not amortized.

(e) Write-down of tangible capital assets:

There were no write-down of tangible capital assets in 2023 (2022 - nil).

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

16. Accumulated surplus:

	General and Reserve Fund	Waterworks Utility Fund	Sewerworks Utility Fund	Richmond Olympic Oval	Library	2023 Total	2022 Total
Investment in tangible capital assets	\$ 2,675,638	\$ -	\$ -	\$ 8,503	\$ 3,719	\$ 2,687,860	\$ 2,581,249
Reserves (note 17)	707,871	42,064	28,189	11,586	-	789,710	703,184
Appropriated surplus	252,076	18,184	11,245	775	3,694	285,974	280,562
Investment in LIEC	37,098	-	-	-	-	37,098	35,028
Surplus	16,225	906	6,621	607	571	24,930	23,900
Other equity	5,960	-	-	-	-	5,960	5,246
Balance, end of year	\$ 3,694,868	\$ 61,154	\$ 46,055	\$ 21,471	\$ 7,984	\$ 3,831,532	\$ 3,629,169

17. Reserves:

	Balance, December 31, 2022	Change during year	Balance, December 31, 2023
Affordable housing	\$ 15,427	\$ 1,497	\$ 16,924
Arts, culture and heritage	3,573	553	4,126
Capital building and infrastructure	129,625	16,277	145,902
Capital reserve	263,825	24,136	287,961
Capstan station	14,582	427	15,009
Child care development	10,169	697	10,866
Community legacy and land replacement	1,545	126	1,671
Drainage improvement BL 7812	59,740	(7,332)	52,408
Flood protection BL 10403	-	13,311	13,311
Equipment replacement	26,888	3,006	29,894
Growing communities fund	-	21,067	21,067
Hamilton area plan community amenity	3,605	162	3,767
Leisure facilities	27,768	1,291	29,059
Local improvements	7,760	349	8,109
Neighborhood improvement	8,588	565	9,153
Oval	9,846	1,740	11,586
Public art program	4,828	159	4,987
Sanitary sewer BL 7812	53,518	(1,560)	51,958
Sanitary sewer BL10401	-	6,181	6,181
Steveston off-street parking	339	15	354
Steveston road ends	147	(4)	143
Waterfront improvement	181	6	187
Watermain replacement BL 7812	61,230	(5,606)	55,624
Water supply BL10402	-	9,463	9,463
	\$ 703,184	\$ 86,526	\$ 789,710

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

18. Pension plan:

The City and its employees contribute to the Municipal Pension Plan (a jointly trustee pension plan). The board of trustees, representing plan members and employers, is responsible for administering the plan, including investment of assets and administration of benefits. The plan is a multi-employer defined benefit pension plan. Basic pension benefits are based on a formula. As at December 31, 2022, the plan has about 240,000 active members and approximately 124,000 retired members. Active members include approximately 43,000 contributors from local governments.

Every three years, an actuarial valuation is performed to assess the financial position of the plan and adequacy of plan funding. The actuary determines an appropriate combined employer and member contribution rate to fund the plan. The actuary's calculated contribution rate is based on the entry-age normal cost method, which produces the long-term rate of member and employer contributions sufficient to provide benefits for average future entrants to the plan. This rate may be adjusted for the amortization of any actuarial funding surplus and will be adjusted for the amortization of any unfunded actuarial liability.

The most recent valuation for the Municipal Pension Plan as at December 31, 2021, indicated a \$3,761 million funding surplus for basic pension benefits on a going concern basis.

The next valuation will be as at December 31, 2024, with results available in 2025.

Employers participating in the plan record their pension expense as the amount of employer contributions made during the fiscal year (defined contribution pension plan accounting). This is because the plan records accrued liabilities and accrued assets for the plan in aggregate, resulting in no consistent and reliable basis for allocating the obligation, assets and cost to individual employers participating in the plan.

The City paid \$14,904,749 (2022 - \$13,914,367) for employer contributions while employees contributed \$12,439,772 (2022 - \$12,078,813) to the plan in fiscal 2023.

19. Contingent assets and contractual rights:

(a) Contingent assets:

Contingent assets are possible assets arising from existing conditions or situations involving uncertainty. That uncertainty will ultimately be resolved when one or more future events not wholly within the City's control occurs or fails to occur.

The City has legal claims, service agreements, and land dedications that may qualify as contingent assets. Amounts cannot be estimated as of December 31, 2023. Contingent assets are not recorded in the consolidated financial statements.

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

19. Contingent assets and contractual rights (continued):

(b) Contractual rights:

The City has entered into contracts or agreements in the normal course of operations that it expects will result in revenue and assets in future fiscal years. The City's contractual rights are comprised of leases, licenses, grants and various other agreements, including the provision of police services with the Vancouver Airport Authority. The following table summarizes the expected revenue from the City's contractual rights:

2024	\$ 32,980
2025	2,701
2026	1,493
2027	1,432
2028	1,381
Thereafter	4,871

The City is entitled to receive revenue from certain other agreements. The revenue from these agreements cannot be quantified and has not been included in the amounts noted above.

20. Commitments and contingencies:

(a) Joint and several liabilities:

The City has a contingent liability with respect to debentures of the Greater Vancouver Water District, Greater Vancouver Sewerage and Drainage District and Metro Vancouver Regional District, to the extent provided for in their respective Enabling Acts, Acts of Incorporation and Amending Acts. Management does not consider payment under this contingency to be likely and therefore no amounts have been accrued.

(b) Lease payments:

The City is committed to operating lease payments for premises and equipment in the following approximate amounts:

2024	\$ 4,334
2025	3,040
2026	2,737
2027	953
2028 and thereafter	5,061

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

20. Commitments and contingencies (continued):

(c) Litigation:

As at December 31, 2023, there were a number of claims or risk exposures in various stages of resolution. The City has made no specific provision for those where the outcome is presently not determinable.

(d) Municipal Insurance Association of British Columbia ("Association"):

The City is a participant in the Association. Should the Association pay out claims in excess of premiums received, it is possible that the City, along with other participants, would be required to contribute towards the deficit. Management does not consider external payment under this contingency to be likely and therefore, no amounts have been accrued.

(e) Contractual obligation:

The City has entered into various contracts for services and construction with periods ranging beyond one year. These commitments are in accordance with budgets passed by Council.

(f) E-Comm Emergency Communications for Southwest British Columbia Incorporated ("E-Comm"):

The City is a shareholder of the E-Comm whose services provided include: regional 9-1-1 call centre for the Greater Vancouver Regional District; Wide Area Radio network; dispatch operations; and records management. The City has 2 Class A shares and 1 Class B share (of a total of 37 Class A and 18 Class B shares issued and outstanding as at December 31, 2023). As a Class A shareholder, the City shares in both funding the future operations and capital obligations of E-Comm (in accordance with a cost sharing formula), including any lease obligations committed to by E-Comm up to the shareholder's withdrawal date.

(g) Community associations:

The City has agreements with the various community associations which operate the community centers throughout the City. The City generally provides the buildings and grounds, pays the operating costs of the facilities, and provides certain staff and other services such as information technology. Typically the community associations are responsible for providing programming and services to the community. The community associations retain all revenue which they receive.

21. Trust funds:

Certain assets have been conveyed or assigned to the City to be administered as directed by agreement or statute. The City holds the assets for the benefit of and stands in fiduciary relationship to the beneficiary. The following trust fund is excluded from the City's consolidated financial statements.

	2023	2022
Richmond Community Associations	\$ 724	\$ 696

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

22. Taxation and levies:

	2023	2022
Taxes collected:		
Property taxes	\$ 572,078	\$ 524,934
Payment-in-lieu of taxes and grants	31,496	37,860
Local improvement levies	76	84
	<u>603,650</u>	<u>562,878</u>
Less transfers to other authorities:		
Province of British Columbia - School taxes	(230,746)	(210,071)
TransLink	(48,562)	(45,904)
Metro Vancouver	(10,197)	(9,116)
BC Assessment Authority	(7,270)	(6,741)
Sewer debt collect via payment in lieu of taxes	-	(114)
Other	(41)	(36)
	<u>(296,816)</u>	<u>(271,982)</u>
Less payment-in-lieu of taxes retained by the City	(18,114)	(21,314)
	<u>\$ 288,720</u>	<u>\$ 269,582</u>

23. Other revenue:

	2023	2022
Developer contributions	\$ 3,102	\$ 14,957
Tangible capital assets gain on sale of land	2,497	260
Penalties and fines	5,080	6,382
Parking program	2,335	1,781
Recycle BC	3,274	3,083
Oval - Other revenue	2,987	1,557
Other	6,268	7,186
	<u>\$ 25,543</u>	<u>\$ 35,206</u>

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

24. Government transfers:

Government transfers are received for operating and capital activities. The operating transfers consist of gaming revenue and provincial and federal contributions. Capital transfers are included in other capital funding sources revenue. The source of the government transfers are as follows:

	2023	2022
Operating:		
Province of British Columbia	\$ 19,935	\$ 19,273
TransLink	4,008	3,891
Government of Canada	7,355	2,291
Capital:		
Province of British Columbia	24,023	8,619
TransLink	2,101	885
Government of Canada	1,566	1,410
	\$ 58,988	\$ 36,369

25. Segmented reporting:

The City provides a wide variety of services to its residents. For segment disclosure, these services are grouped and reported under service areas/departments that are responsible for providing such services. They are as follows:

- (a) **Community Safety** brings together the City's public safety providers such as Police (RCMP), Fire-Rescue, Emergency Programs, and Community Bylaws. It is responsible for ensuring safe communities by providing protection services with a focus on law enforcement, crime prevention, emergency response, and protection of life and properties.
- (b) **Utilities** provide such services as planning, designing, constructing, operating, and maintaining the City's infrastructure of water, sewer, drainage and diking networks and sanitation and recycling.
- (c) **Engineering, Public Works and Project Development** comprises of General Public Works, Roads and Construction, Storm Drainage, Fleet Operations, Engineering, Project Development, Sustainability and Facility Management. The services provided are construction and maintenance of the City's infrastructure and all City owned buildings, maintenance of the City's road networks, managing and operating a mixed fleet of vehicles, heavy equipment and an assortment of specialized work units for the City operations, development of current and long-range engineering planning and construction of major projects.

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

25. Segmented reporting (continued):

- (d) **Community Services** comprises of Parks, Recreation, Arts, and Culture and Heritage Services. These departments ensure recreation opportunities in Richmond by maintaining a variety of facilities such as arenas, community centres, pools, etc. It designs, constructs and maintains parks and sports fields to ensure there is adequate open green space and sports fields available for Richmond residents. It also addresses the economic, arts, culture, and community issues that the City encounters.
- (e) **General Government** comprises of Mayor and Council, Corporate Administration, Law and Legislative Services and Finance and Corporate Services. It is responsible for adopting bylaws, effectively administering city operations, levying taxes, legal services, providing sound management of human resources, information technology, finance, and ensuring high quality services to Richmond residents.
- (f) **Planning and Development** is responsible for land use plans, developing bylaws and policies for sustainable development in the City including the City's transportation systems, and community social development.
- (g) **Richmond Olympic Oval Corporation** is formed as a wholly owned subsidiary of the City. The City uses the Richmond Olympic Oval facility as a venue for a wide range of sports, business and community activities.
- (h) **Richmond Public Library** provides public access to information by maintaining 5 branches throughout the City.

	Community safety	Utilities	Engineering public works and project development	Community services	General government	Planning and development	Total city subtotal
Revenue:							
Taxation and levies	\$ -	\$ -	\$ -	\$ -	\$ 288,720	\$ -	\$ 288,720
User fees	-	114,975	17,976	-	-	-	132,951
Sales of services	8,528	3,228	2,099	12,669	11,653	2,333	40,510
Payments-in-lieu of taxes	-	-	-	-	18,114	-	18,114
Provincial and federal grants	770	15	4,114	513	24,103	3,871	33,386
Development cost charges	-	122	782	4,836	693	3,859	10,292
Other capital funding sources	(131)	1,456	13,736	5,216	58,307	4,978	83,562
Other revenue:							
Investment income	-	305	-	-	61,175	-	61,480
Gaming revenue	855	-	-	-	12,158	-	13,013
Licenses and permits	5,053	49	101	-	16	10,715	15,934
Other	2,613	4,542	1,057	752	(1,451)	199	7,712
Equity income	-	-	-	-	2,070	-	2,070
	17,688	124,692	39,865	23,986	475,558	25,955	707,744
Expenses:							
Wages and salaries	57,564	16,187	29,039	38,662	34,562	15,397	191,411
Public works maintenance	27	7,634	7,081	2,281	(1,462)	485	16,046
Contract services	73,540	10,670	6,559	3,693	5,523	2,226	102,211
Supplies and materials	3,052	38,909	1,773	12,708	13,632	4,763	74,837
Interest and finance	121	31,180	6	155	7,956	1	39,419
Transfer from (to) capital for tangible capital assets	983	275	5,639	2,442	2,422	2,629	14,390
Amortization of tangible capital assets	3,288	8,956	31,796	11,272	10,048	3,948	69,308
Loss (gain) on disposal of tangible capital assets	94	21	17	115	99	35	381
	138,669	113,832	81,910	71,328	72,780	29,484	508,003
Annual surplus (deficit)	\$ (120,981)	\$ 10,860	\$ (42,045)	\$ (47,342)	\$ 402,778	\$ (3,529)	\$ 199,741

DRAFT - April 19, 2024

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

25. Segmented reporting (continued):

	Total City subtotal	Richmond Public Library	Richmond Olympic Oval	2023 Consolidated	2022 Consolidated
Revenue:					
Taxation and levies	\$ 288,720	\$ -	\$ -	\$ 288,720	\$ 269,582
User fees	132,951	-	-	132,951	127,965
Sales of services	40,510	76	10,151	50,737	44,494
Payments-in-lieu of taxes	18,114	-	-	18,114	21,314
Provincial and federal grants	33,386	1,138	4,136	38,660	12,893
Development cost charges	10,292	-	-	10,292	22,434
Other capital funding sources	83,562	-	-	83,562	51,220
Other revenue:					
Investment income	61,480	23	-	61,503	30,250
Gaming revenue	13,013	-	-	13,013	12,562
Licenses and permits	15,934	-	-	15,934	15,047
Other	7,712	10,941	6,890	25,543	35,206
Equity income	2,070	-	-	2,070	1,381
	707,744	12,178	21,177	741,099	644,348
Expenses:					
Wages and salaries	191,411	8,181	12,045	211,637	195,616
Public works maintenance	16,046	41	-	16,087	14,390
Contract services	102,211	498	-	102,709	93,463
Supplies and materials	74,837	2,467	5,426	82,730	73,847
Interest and finance	39,419	4	-	39,423	31,340
Transfer from (to) capital for tangible capital assets	14,390	(542)	-	13,848	21,206
Amortization of tangible capital assets	69,308	901	1,729	71,938	72,722
Loss (gain) on disposal of tangible capital assets	381	(17)	-	364	482
	508,003	11,533	19,200	538,736	503,066
Annual surplus (deficit)	\$ 199,741	\$ 645	\$ 1,977	\$ 202,363	\$ 141,282

26. Budget data:

The budget data presented in these consolidated financial statements is based on the Consolidated 5 Year Financial Plan adopted by Council on January 30, 2023. The table below reconciles the adopted Consolidated 5 Year Financial Plan to the budget amounts reported in these consolidated financial statements. Richmond Public Library Board approved additional expenditures funded by the Library's surplus, which were not included in the original consolidated financial plan, but were subsequently added to the Consolidated 5 Year Financial Plan Amendment Bylaw adopted by Council on October 23, 2023.

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

26. Budget data (continued):

	Financial plan Bylaw No. 10429	Financial statement budget
Revenue from Consolidated financial plan	\$ 639,287	-
Less :		
Amount reclassified to expenses	(1,500)	-
Revenue budget after adjustments	637,787	637,787
Expenses from Consolidated financial plan	563,487	-
Add:		
Amount reclassified from revenue	(1,500)	-
Richmond Public Library Board approved expenses funded by Library Surplus	694	-
Expense budget after adjustments	562,681	562,681
Annual surplus	75,106	75,106
Less:		
Acquisition of tangible capital assets	(352,842)	-
Contributed tangible capital assets	(48,745)	-
Transfer to reserves	(81,863)	-
Debt principal	(9,187)	-
Add:		
Capital funding	401,221	-
Operating reserve funding	8,391	-
Transfer from surplus	7,225	-
Transfer from Library surplus	694	-
Annual surplus	\$ -	\$ 75,106

27. Financial risk management:

The City has exposure to certain risks from its financial instruments:

(a) Credit risk:

Credit risk is the risk of economic loss should the counterparty to a transaction default or otherwise fail to meet its obligation. The City is exposed to credit risk through its cash and cash equivalent and accounts receivables. The maximum exposure to credit risk on these instruments is their carrying value.

CITY OF RICHMOND

Notes to Consolidated Financial Statements

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

27. Financial risk management (continued):

(a) Credit risk (continued):

Credit risk associated with cash and cash equivalent is minimized by ensuring that these assets are held at financial institutions with a high credit quality. The City has deposited cash with reputable financial institutions, from which management believes the risk of loss to be remote.

The City assess, on a continuous basis, accounts receivables and provides for any amounts that are not collectible.

(b) Market risk:

Market risk is the risk that changes in market prices, as a result of changes in foreign exchange rates or interest rate will affect the City's value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters while optimizing return on investments.

(i) Interest rate risk:

Interest rate risk relates to the risk that changes in interest rates will affect the fair value or future cash flows of financial instruments held by the City. There is no interest rate risk regarding the City's short terms notes and deposits, government guaranteed bonds, bank guaranteed bonds and Municipal Finance Authority bonds.

The City exposed to interest rate risk related to its long-term debt issued by the Municipal Finance Authority which is subject to fixed interest rate. Fluctuations in rates could impact future payments upon renewal.

(ii) Currency risk:

Investments in foreign securities are exposed to currency risk due to fluctuations in foreign exchange rates. The City does not hold investments in foreign currencies.

(c) Liquidity risk:

Liquidity risk is the risk that the City will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The City manages its liquidity risk by monitoring its operating and capital requirements. The City prepares budget and cash flow forecasts to ensure it has sufficient funds to fulfill its obligations.

There has been no significant change to the risk exposure from 2022.

28. Comparative information:

Certain comparative information has been reclassified to conform to the consolidated financial statement presentation adopted for the current year. These reclassifications do not impact the annual surplus reported in the prior year or accumulated surplus.

CITY OF RICHMOND

Unaudited Statement of Growing Communities Fund

(Tabular amounts expressed in thousands of dollars, unless otherwise indicated)

Year ended December 31, 2023

In 2023, the Provincial Government announced funding of up to \$1 billion in direct grants provided to local governments to help support all B.C. communities. The objective of this funding is to help local government to invest into infrastructure and amenities that will help facilitate the increase in housing supply throughout the community. In 2023, the City received a Growing Communities Grant of \$20.3 million. A requirement of the Growing Communities Fund is to include a schedule to the financial statements presenting the amount of funding received, use of funds, and year-end balance of unused funds. A schedule will continue to be reported annually until funds are fully drawn down.

	2023
Growing Communities Fund received	\$ 20,354
Total eligible costs incurred	-
Interest earned	713
Balance December 31, 2023	\$ 21,067

2023 | City of Richmond

FINANCIAL STATEMENT DISCUSSION & ANALYSIS

Prepared by Management

To be read in conjunction with the 2023
Financial Statements





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Introduction

The *Community Charter* requires that annual audited financial statements be prepared and presented to Council. The City of Richmond's audited consolidated financial statements for the year ended December 31st, 2023 have been prepared in accordance with Canadian Public Sector Accounting Standards.

The Financial Statement Discussion and Analysis (FSD&A) provides a detailed analysis of the Consolidated Financial Statements. The FSD&A explains the significant differences in the financial statements between the reported year and the previous year, as well as between budgeted and actual results. This analysis has been prepared by management and is intended to be read in conjunction with the 2023 audited consolidated financial statements.

The consolidated financial statements combine the accounts of the City of Richmond, Richmond Olympic Oval (Oval), and Richmond Public Library (Library). All future references to the "City" reflect the financial results for all entities.

Lulu Island Energy Company (LIEC) is classified as a government business entity (GBE). The City's investment in LIEC as a GBE is accounted for using the modified equity method.

Further information about the basis of consolidation is listed in Note 2 to the Consolidated Financial Statements.

The consolidated financial statements include the following statements:

- **Consolidated Statement of Financial Position** summarizes the assets (financial and non-financial), liabilities, net debt, and accumulated surplus as at December 31st, 2022 and 2023.
- **Consolidated Statement of Operations** outlines revenues, expenses, surplus for the year, and accumulated surplus at year-end. This statement reflects the combined operations of the general, utility, capital, and reserve funds for the City and its consolidated entities.
- **Consolidated Statement of Changes in Net Financial Assets** outlines the changes in net financial assets as a result of annual operations, tangible capital asset transactions, as well as changes in other non-financial assets.
- **Consolidated Statement of Cash Flows** summarizes the City's cash position and changes during the year by outlining the City's sources and uses of cash.

Consolidated Statement of Financial Position

The Consolidated Statement of Financial Position shows the City's assets (financial and non-financial), liabilities, and accumulated surplus. The difference between the financial assets and liabilities is the City's net financial assets, which represents the amount available for a later date.

The City maintained its strong financial position in 2023 allowing for flexibility and financial sustainability into the future.

- Financial assets increased by \$121.2M to \$1.8B
- Liabilities increased by \$21.3M to \$717.4M
- Net financial assets increased by \$99.9M to \$1.1B
- Non-financial assets increased by \$102.5M to \$2.7B
- Accumulated surplus increased by \$202.4M to \$3.8B

The accumulated surplus includes investment in tangible capital assets, reserves, appropriated surplus, surplus, investment in LIEC, and other equity. The change in accumulated surplus is referred to as the annual surplus, and is included on the Consolidated Statement of Operations.

Financial Assets

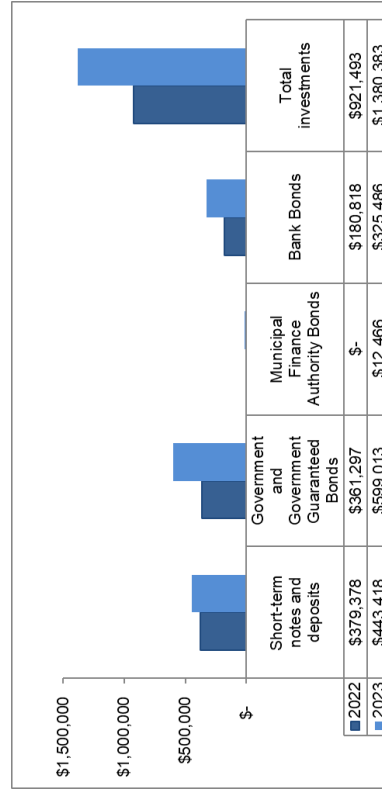
Cash and cash equivalents

The cash and cash equivalents balance of \$321.5M is mainly comprised of deposits in high interest savings products. Cash decreased by \$333.2M due to repositioning to the investment portfolio. This investment strategy allows the City to lock funds into longer-term investments.

Investments

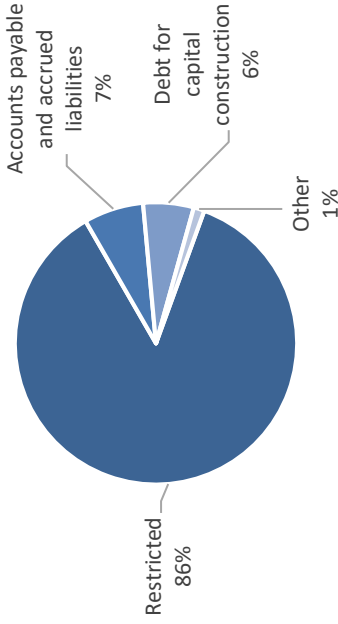
Investments increased by \$458.9M to \$1.4B primarily due to the City's strategic repositioning of its cash and investment structure, responding to the elevated interest rates which were available in 2023. The City has allocated a larger portion towards its investments, particularly in fixed income and longer-term GICs.

Investment Portfolio by Type (\$000's)



The majority of the cash and investment balance is restricted through legislation, relates to contractual requirements

concerning future obligations or is previously committed. The allocation is shown below.



Investment in LIEC

Effective January 1, 2017, LIEC was classified as a GBE. The City uses the modified equity method to account for this investment of \$37.1M (2022 - \$35.0M).

Accrued interest receivable

Accrued interest receivable increased by \$11.9M to \$26.6M due to the increased rate of return on cash and investments.

Accounts receivable

Accounts receivable increased by \$0.1M to \$36.1M primarily due to the increase in revenue from the metered utility billings, offset by a decrease in casino revenue and capital grants.

Accounts Receivable (\$000's)	2023	2022	Change
Water and sewer utilities	\$ 15,429	\$ 14,760	\$ 669
Casino revenues	2,940	3,363	(423)
Capital grants	8,416	9,536	(1,120)
Other trade receivables	9,341	8,354	987
Total	\$ 36,126	\$ 36,013	\$ 113

Financial Assets

Taxes receivable

Taxes receivable increased by \$4.3M to \$19.5M due to the timing of collections.

Development fees receivable

Development fees receivable decreased by \$22.9M to \$20.3M due to the timing of collections of Development Cost Charges (DCC) during the year and from the timing of new developments.

Developers have the option to pay DCCs upfront, or in installments over a two-year period. When paying in installments, one-third of the total DCC is paid upfront, the next third is paid one year after the originating date, and the final one-third is paid at the two-year anniversary date. The second and third payment amounts are secured by a letter of credit.

The development activities slowed down in 2023 due to interest rate and market conditions, supported by the significant decrease in DCC collections compared to the prior year.

Debt reserve fund – deposits

The debt reserve fund balance of \$1.5M remained the same as 2022.



Liabilities

Accounts payable and accrued liabilities

Accounts payable and accrued liabilities increased by \$11.5M to \$115.1M mainly due to the new Public Sector accounting standard, 3280 Asset Retirement Obligations, effective for fiscal 2023. The City has recognized the obligation on a prospective basis and included \$11.9M in the 2023 liability.

Post-employment benefits

Post-employment benefits decreased by \$0.6M to \$37.9M. The decrease is mainly attributable to the unamortized net actuarial loss for 2023 of \$1.8M, offset by an adjustment to increase the accrued obligation by \$1.1M.

Development cost charges

The DCC balance of \$241.6M (2022 - \$237.1M) is restricted by Section 566 of the *Local Government Act* and may only be used on authorized capital expenditures.

Net contributions of \$4.3M and interest earned of \$10.5M were received in 2023. The balance is offset by \$10.3M for capital project expenses funded by DCCs during the year.

Development Cost Charges (\$000's)	2023	2022	Change
Balance, beginning of year	\$ 237,051	\$ 224,655	\$ 12,396
Contributions	4,342	30,053	(25,711)
Interest	10,533	4,777	5,756
Revenue recognized	(10,292)	(22,434)	12,142
Balance, end of year	\$ 241,634	\$ 237,051	\$ 4,583

The \$241.6M balance includes amounts which have been allocated to active capital projects but that remain unspent. At December 31st, 2023, there is \$81.4M (2022 - \$79.1M) committed to active capital projects. The Consolidated 5 Year Financial Plan (2024-2028), Bylaw No. 10515, includes \$16.6M approved toward the 2024 Capital Budget and an additional \$62.7M is estimated for the remaining four years (2025-2028).

Deposits and holdbacks

Deposits and holdbacks decreased by \$1.3M to \$148.7M mainly due to a decrease of development-related security deposits.

Deposits and Holdbacks (\$000's)	2023	2022	Change
Security deposits	\$ 125,713	\$ 126,281	(\$568)
Developer contribution	7,919	7,919	-
Damage deposits	6,658	7,143	(485)
Contract holdbacks	4,767	4,789	(22)
Other	3,681	3,875	(194)
Total deposits and holdbacks	\$ 148,738	\$ 150,007	(\$1,269)

Liabilities

Deferred revenue

Deferred revenue are funds that are set aside for specific purposes by legislation, regulation or agreement, and may only be used for the specified work or where there is a performance obligation.

Deferred Revenue (\$000's)	2023	2022	Change
Taxes and utilities	\$ 30,008	\$ 26,231	\$ 3,777
Building permits / development	15,082	17,119	(2,037)
Capital grants	16,609	3,011	13,598
Oval	2,813	3,121	(308)
Business licences	2,613	2,681	(68)
Parking easement/leased land	2,480	2,428	52
Other	10,845	9,581	1,280
Total deferred revenue	\$ 75,357	\$ 59,063	\$16,294

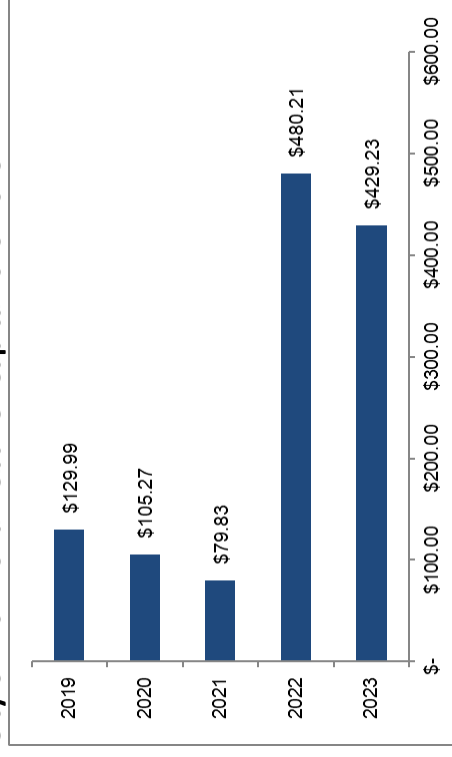
Deferred revenue increased mainly due to prepaid taxes and capital grants increases, offset by decreases in Oval's deferred revenue and building permits/developments, resulting in an overall \$16.3M increase compared to 2022.

Debt, net of MFA sinking fund deposits

Debt decreased by \$9.2M to \$98.6M due to the annual repayment in 2023 towards the borrowings for the construction of the Minoru Center for Active Living facility and the construction of the Steveston Community Centre and Branch Library. The debt relating to the Minoru Centre for Active Living will be fully repaid in 2024.

The debt per capita decreased to \$429.23 per person in 2023 from \$480.21 as at December 31st, 2022. The decrease in debt per capita is due to principal payments reducing the current debt balance, along with an increase in population.

City of Richmond Debt Per Capita 2019-2023

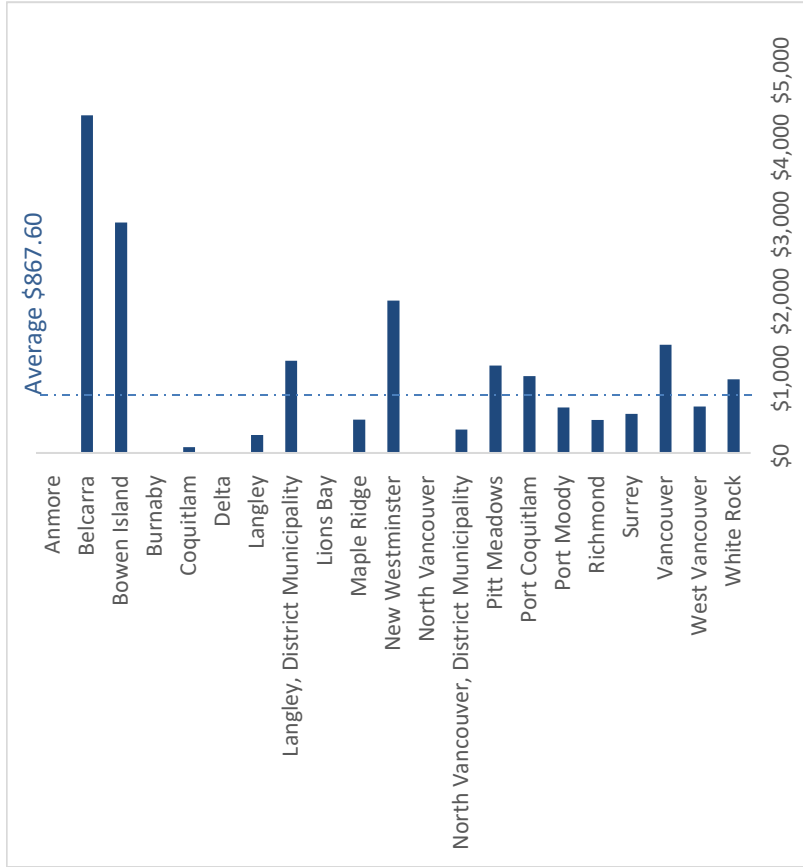


Graph has been updated with population estimates from BC Stats, Demographic Analysis Section, March 2024.

The 2022 values for the other municipalities are the most current figures available from the Local Government Statistics. For comparative purposes, Richmond's 2023 debt per capita of \$429.23 is included below, and continues to be under the 2022 regional average of \$867.60.

Liabilities

Debt Per Capita by City 2022 (compared to Richmond 2023)



Long-Term debt data obtained from the Ministry of Municipal Affairs and Housing - 2022 Local Government Statistics. Population figures obtained from BC Stats, BC Regional District and Municipal Population Estimates as of March 2024.



Non-Financial Assets

Tangible Capital Assets

Tangible capital assets (TCA) are recorded at original cost and are amortized over their useful life. The net book value (original cost less accumulated amortization) is presented below. Additional information can be obtained in Note 15 of the consolidated financial statements.

TCA increased by \$100.7M to \$2.7B. The change is a result of \$173.1M of asset additions and current year amortization expense of \$71.9M.

Tangible Capital Assets (\$000's)	2023	2023	Change
Land	\$1,191,847	\$1,121,481	\$ 70,366
Buildings and building improvements	356,429	349,386	7,043
Infrastructure	1,017,835	1,000,021	17,814
Vehicles, machinery and equipment	59,481	56,798	2,683
Library's collections, furniture and equipment	3,574	3,154	420
Assets under construction	65,736	63,372	2,364
Total	\$2,694,902	\$2,594,212	\$ 100,690

Land increased by \$70.4M mainly due to land under roads received through rezoning and land acquisitions.

Buildings increased by \$7.0M mainly due to \$29.5M increase in additions, offset by \$22.2M of amortization expense. Net disposals in 2023 was \$0.3M. The additions in 2023 included

increases due to the new asset retirement obligations accounting standard of \$7.1M, as well as additions for the Richmond Ice Centre Renewal of \$6.0M, Richmond Cultural Centre Annex Renewal of \$3.3M, and the Minoru Arena Infrastructure Renewal of \$3.0M.

Infrastructure increased by \$17.8M mainly due to \$56.0M of additions, offset by \$38.1M of amortization expense. Net disposals in 2023 was \$0.1M. The additions in 2023 included \$10.1M for Minoru Lakes District, \$4.9M for Oval's outdoor fields, and \$2.8M for contributed assets for the Waterfront Park Phase 2 received through development.

Vehicles, machinery and equipment increased by \$2.7M mainly due to \$13.6M in additions, offset by \$10.8M of amortization expense. Net disposals in 2023 was \$0.1M. Additions in 2023 include \$2.6M for various vehicle and equipment purchases, and \$0.7M for EV charging stations.

Library's collections, furniture and equipment increased by \$0.4M mainly due to \$1.3M of additions, offset by \$0.9M of amortization expense.

Assets under construction increased by \$2.4M mainly due to an increase for the Steveston Community Centre and Branch Library of \$3.3M, Britannia Shipyards Envelope and Mechanical Renewals of \$2.1M, Burkeville Utility Improvements of \$1.8M, Canal Stabilization and Drainage Upgrade of \$1.7M, and Steveston Highway Multi-Use Pathway of \$1.6M, offset by the net capitalization of Minoru Lakes District of \$7.5M.

Inventory of materials and supplies

Inventory increased by \$0.7M to \$6.1M based on timing of materials issued.

Prepaid expenses

Prepaid expenses increased by \$1.1M to \$4.9M due to timing of expenses.



Accumulated Surplus

The accumulated surplus increased by \$202.4M to \$3.8B. The annual increase is presented on the Consolidated Statement of Operations.

Accumulated Surplus (\$'000's)	2023	2022	Change
Investment in TCA	\$ 2,687,860	\$ 2,581,249	\$ 106,611
Reserves	789,710	703,184	86,526
Appropriated surplus	285,974	280,562	5,412
Investment in LIEC	37,098	35,028	2,070
Surplus	24,930	23,900	1,030
Other equity	5,960	5,246	714
Total	\$ 3,831,532	\$ 3,629,169	\$ 202,363

Investment in TCA

Investment in TCA represents the equity held in assets. This balance is equal to the net book value of tangible capital assets less any outstanding debt relating to capital and capital leases.

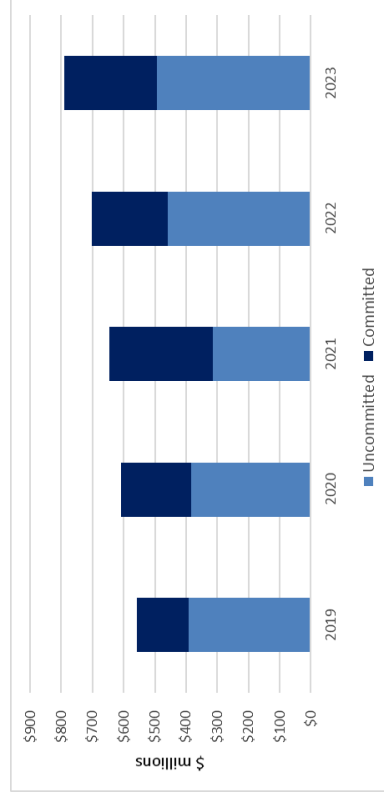
In accordance with accounting standards, this balance is accounted for using the cost method, net of accumulated amortization. It does not reflect market value or replacement value of the assets.

The investment in TCA balance increased by \$106.6M. This is the net activity of asset additions, amortization, disposals, and debt reduction.

Reserves

Reserves are established by Bylaw for specific purposes, mainly capital expenditures. The balance of \$789.7M includes amounts that have been approved for expenditure, but remain unspent as at December 31st. The uncommitted reserve balance is \$493.3M (2022 - \$448.3M).

Reserve Balance 2019-2023



The increase in the reserve balance is mainly attributable to the timing of capital expenditures. There are several facility construction projects approved including strategic land acquisitions, Works Yard replacement, and the Phoenix Net Loft that have reserve funds allocated, but have not been spent as of the reporting date December 31st, 2023. The reserves also include the \$20.4M contribution received from the Province of BC for the Growing Communities Fund grant.

Accumulated Surplus

From the available \$493.3M at December 31st, 2023, \$150.3M has been approved for the City's 2024 Capital Budget and is included in the Consolidated 5 Year Financial Plan (2024-2028), Bylaw No. 10515. An additional \$410.4M is estimated for the remaining four years (2025-2028) of the 5 Year Capital Plan.

Appropriated Surplus

Appropriated surplus is internally restricted for future commitments and potential liabilities. The balance increased by \$5.4M to \$286.0M primarily due to the transfer of the 2022 operating surplus of \$5.5M to the Rate Stabilization provision.

Investment in LIEC

The City's investment in LIEC is recorded under the modified equity method. The balance reflects the City's share equity in LIEC on December 31st, 2023 at \$37.1M, an increase of \$2.1M from the 2022 balance of \$35.0M.

Surplus

The consolidated surplus increased by \$1.0M to \$25.0M in 2023 primarily due to the net impact of transferring the 2022 operating surplus of \$5.5M to the Rate Stabilization provision, offset by the 2023 operating surplus of \$6.1M.

Other Equity

Other equity relates to the City's inventory. The balance increased by \$0.7M to \$6.0M in 2023.



Consolidated Statement of Operations

The Consolidated Statement of Operations provides a summary of the revenues, expenses, and surplus throughout the reporting period and outlines the change in accumulated surplus.

The 2023 budget amounts presented in this statement have been adjusted to reflect the differences between amounts as budgeted at the City on a modified 'cash requirement' basis, and amounts recorded in these financial statements on a 'full accrual' basis.

Note 26 outlines the adjustments to the approved budget, particularly the exclusion of transfers to reserves and other funds, as well as tangible capital asset acquisitions. These adjustments to budgeted values are required to provide comparative budget values based on the full accrual basis of accounting. As the accrual-based budget does not include transfers to reserves, investments in assets, and other items, the budget presented on the financial statements can show a surplus or deficit while the budget as approved by Council is a balanced budget.

Revenues

2023 Budget to Actual Comparison

Total consolidated revenues are \$741.1M compared to the budgeted revenues of \$637.8M. Certain revenues will always be difficult to accurately budget due to the unpredictability of the source, development timing, and use of funds for capital. Budget to actual variance explanations are below.

Revenues (\$000's)	2023		Variance
	Budget	Actual	
Taxation and levies	\$287,052	\$288,720	\$1,668
Utility fees	133,609	132,951	(658)
Sales of services	48,817	50,737	1,920
Payments-in-lieu of taxes	14,650	18,114	3,464
Provincial and federal grants	11,656	38,660	27,004
Development cost charges	20,323	10,292	(10,031)
Other capital funding sources	65,698	83,562	17,864
Investment income	14,323	61,503	47,180
Gaming revenue	14,500	13,013	(1,487)
Licences and permits	12,195	15,934	3,739
Other	14,370	25,543	11,173
Equity income	594	2,070	1,476
Total	\$ 637,787	\$ 741,099	\$103,312

Taxation and levies had a favourable variance of \$1.7M mainly due to higher than expected new growth.

Utility fees had an unfavourable variance of \$0.7M mainly due to lower metered billings as a result of lower than budgeted water consumption.

Sales of services had a favourable variance of \$1.9M mainly due to higher Oval recreational program revenue.

Payments-in-lieu of taxes had a favourable variance of \$3.5M mainly due to higher revenue received from Federal and Provincial entities.

Provincial and federal grants had a favourable variance of \$27.0M due to a number of grants received being higher than budgeted including the Growing Communities Fund grant, Rapid Housing grant, Richmond Media Lab grant, Oval revenue from the 2010 Games Operating Trust Fund, and various other grants.

Development cost charges had an unfavourable variance of \$10.0M due to the timing of capital project activity funded by DCCs.

Other capital funding had a favourable variance of \$17.9M due to higher than budgeted contributed assets received through development, and the timing of externally funded capital expenditures. The revenue recognition relating to contributed assets is based on the timing of the development and when the ownership of assets are transferred to the City.

Investment income had a favourable variance of \$47.2M due to higher interest rates in 2023. The majority of this increase was transferred to the reserves in accordance with *Community Charter* requirements.

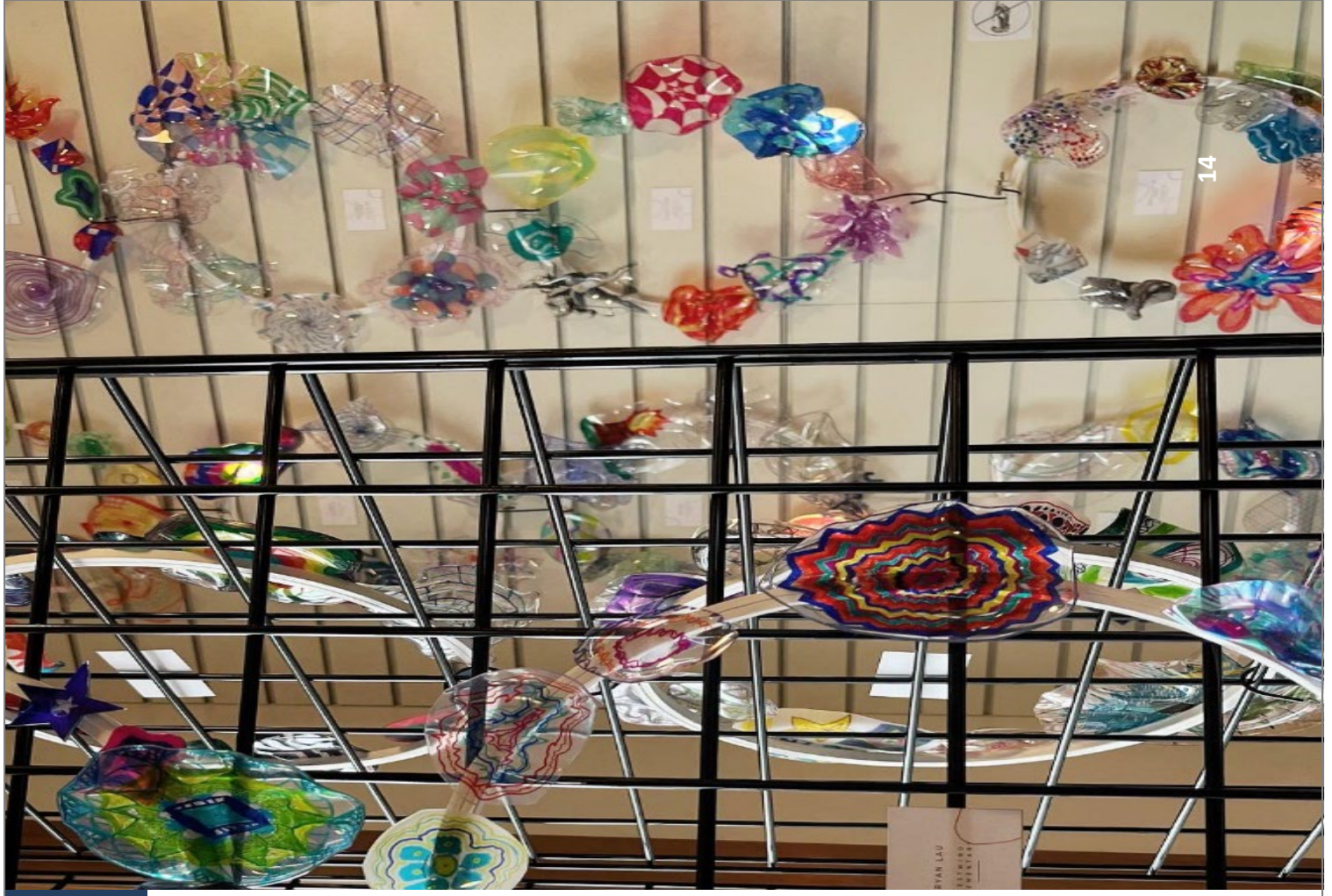
Revenues

Gaming revenue had an unfavourable variance of \$1.5M due to actual revenue received from net gaming activities at the River Rock Casino being less than estimated in the budget. Consistent with the approved allocation model, the shortfall resulted in a reduction in the transfer to reserves.

Licences and permits had a favourable variance of \$3.7M due to higher building permit revenues than budgeted and higher business licencing revenues.

Other revenue had a favourable variance of \$11.2M mainly due to unbudgeted developer reserve contributions, the gain on disposal of land, discounts not taken on utilities and interest on delinquent taxes.

Equity income relates to the City's investment in LIEC. LIEC's net income for the year was favourable compared to budget by \$1.5M.



Revenues

2023 to 2022 Actual Comparison

Total 2023 consolidated revenues were \$741.1M compared to \$644.3M in 2022.

Revenues (\$'000's)	2023 Actual	2022 Actual	Change
Taxation and levies	\$288,720	\$269,582	\$19,138
Utility fees	132,951	127,965	4,986
Sales of services	50,737	44,494	6,243
Payments-in-lieu of taxes	18,114	21,314	(3,200)
Provincial and federal grants	38,660	12,893	25,767
Development cost charges	10,292	22,434	(12,142)
Other capital funding sources	83,562	51,220	32,342
Investment income	61,503	30,250	31,253
Gaming revenue	13,013	12,562	451
Licences and permits	15,934	15,047	887
Other	25,543	35,206	(9,663)
Equity income	2,070	1,381	689
Total	\$741,099	\$644,348	\$96,751

Taxation and levies increased by \$19.1M due to tax increases and new growth compared to the prior year.

Utility fees increased by \$5.0M due to higher drainage and dike utility revenue, regional sewer debt levy, and recycling and garbage utility revenue.

Sales of services increased by \$6.2M mainly due to higher recreational program revenue, rental and lease revenue

resulting from renewal increases, and higher facility revenue and receivable income.

Payments-in-lieu of taxes decreased by \$3.2M due to a one-time recovery payment received in 2022 relating to the years 2007 to 2020 that did not recur in 2023.

Provincial and federal contributions increased by \$25.8M mainly due to a number of grants received being higher than budgeted including the Growing Communities Fund grant, Rapid Housing grant, Building Safer Communities Fund grant, Richmond Media Lab grant and various other grants.

Development cost charges decreased by \$12.1M due to the timing of capital expenditures, as development cost charges revenue is recognized when the amounts are spent.

Other capital funding increased by \$32.3M mainly due to an increase in assets contributed by developers, primarily road dedications, offset by a decrease in capital funding from external sources.

Investment income increased by \$31.3M due to higher interest rates all throughout 2023. The Bank of Canada has raised its policy rates from 0.25% to 4.25% in 2022, and interest rates ranged from 4.50% to 5.00% in 2023 resulting in higher returns on the City's investments. A higher investment balance in 2023 also resulted in higher investment income.

Revenues

Gaming revenue increased by \$0.5M due to activity at River Rock Casino Resort in 2023 compared to 2022.

Licences and permits increased by \$0.9M mainly due to higher building permits and business licence revenue recognized resulting from increased activity in 2023 compared to 2022.

Other revenue decreased by \$9.7M due to lower developer reserve contributions, partially offset by higher hotel tax revenue, parking revenue, insurance recoveries, and tax penalties and interest received on delinquent taxes.

Equity income relates to the City's investment in LIEC. LIEC's net income for 2023 increased by \$0.7M.

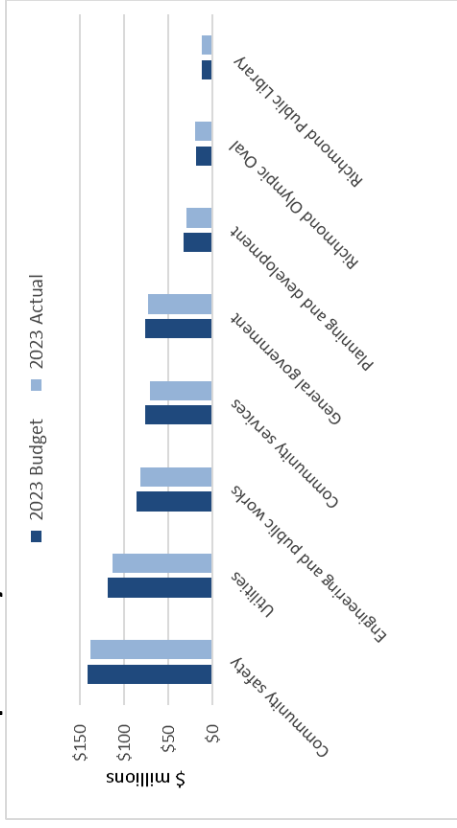


Expenses

2023 Budget to Actual Comparison

Total consolidated expenses are \$538.7M compared to the budget of \$562.7M.

2023 Expenses by Function



Engineering and public works had a favourable variance of \$3.9M mainly due to less capital expenditures that did not meet the capitalization criteria.

Community services had a favourable variance of \$4.9M mainly due to vacancies, supplies and contracts.

General government had a favourable variance of \$3.6M mainly due to savings on insurance and vacancies.

Planning and development had a favourable variance of \$3.6M mainly due to vacancies, contracts and capital-related expenditures.

Oval had an unfavourable variance of \$0.4M mainly due to salaries and other expenses being higher than budgeted and offset by higher membership, admissions and programs revenue.

Library services had a favourable variance of \$0.5M mainly due to staff vacancies.

The following comparisons are before transfers to provisions and/or reserves:

Community safety had a favourable variance of \$2.9M due to lower policing contract costs than budgeted due to the number of officers billed being less than budgeted and City staff vacancies.

Utilities had a favourable variance of \$5.0M due to less transfers from capital to operating for expenses that did not meet the capitalization threshold, vacant positions and less contract costs.

Expenses

2023 to 2022 Actual Comparison

Total 2023 consolidated expenses were \$538.7M compared to \$503.1M in 2022.

	2023	2022	Change
Expenses (\$000's)	Actual	Actual	
Community safety	\$ 138,669	\$ 127,727	\$ 10,942
Utilities: water, sewer and sanitation	113,832	110,490	3,342
Engineering, public works and project development	81,910	89,103	(7,193)
Community services	71,328	64,955	6,373
General government	72,780	59,492	13,288
Planning and development	29,484	23,890	5,594
Richmond Olympic Oval	19,200	16,844	2,356
Richmond Public Library	11,533	10,565	968
Total	\$ 538,736	\$ 503,066	\$35,670

not meet criteria for capitalization, offset against increased contract maintenance, security and janitorial costs in 2023.

Community services increased by \$6.4M mainly due to higher registration in recreation programs which resulted in increased salary and contract costs.

General government expenses increased by \$13.3M mainly due to debt interest, salaries, contracts as well as the recognition of the new accounting standard for asset retirement obligations.

Planning and development costs increased by \$5.6M mainly due to the Rapid Housing grant related expenses and filling vacancies.

Oval expenses increased by \$2.4M mainly due to higher labour and programming expenses.

Library services expenses increased by \$1.0M mainly due to higher spending on services and supplies, as well as the filling of staff vacancies.

Community safety expenses increased by \$10.9M mainly due to estimated salary rate increases and hiring, higher policing contract and E-Comm costs and Building Safer Communities Fund expenses.

Utilities expenses increased by \$3.3M mainly due to an increase in Metro Vancouver water purchase costs driven by rate increases, maintenance costs and higher interest and financing in 2023.

Engineering, public works and project development expenses decreased by \$7.2M mainly due to less expenditures that did

Expenses

Expenses by Object

Expenses (\$000's)	2023		2022		Change
	Actual		Actual		
Wages and salaries	\$211,637		\$195,616		\$16,021
Public works maintenance	16,087		14,390		1,697
Contract services	102,709		93,463		9,246
Supplies and materials	82,730		73,847		8,883
Interest and finance	39,423		31,340		8,083
Transfer from (to) capital for tangible capital assets	13,848		21,206		(7,358)
Amortization of tangible capital assets	71,938		72,722		(784)
Loss on disposal of tangible capital assets	364		482		(118)
Total	\$ 538,736		\$ 503,066		\$35,670

Interest and finance increased by \$8.1M mainly due to higher interest expenses as a result of higher interest rates.

Transfer from (to) capital for tangible capital assets decreased by \$7.4M due to less items that did not meet the capitalization criteria compared to the prior year.

Amortization of tangible capital assets decreased by \$0.8M due to lower amortization on infrastructure assets due to timing.

Loss on the disposal of tangible capital assets decreased by \$0.1M due to the varying timing and age of assets that were retired.

Wages and salaries increased by \$16.0M due to vacancies being filled, fringe benefits and collective agreement increases.

Public works maintenance increased by \$1.7M mainly due to higher material costs relating to inflation.

Contract services increased by \$9.2M mainly due to policing contract costs, E-Comm costs and Building Safer Community grant related expenses.

Supplies and materials increased by \$8.9M mainly due to affordable housing contributions related to the Rapid Housing grant and water purchases from Metro Vancouver.

Annual Surplus

The 2023 consolidated annual surplus of \$202.4M is calculated as the difference between revenues and expenses and is reflected in the change in the accumulated surplus.

Annual Surplus Distribution

The largest driver of the \$202.4M annual surplus is the change in investment in capital assets of \$106.6M. This is the net activity of asset additions \$173.1M offset by amortization expense of \$71.9M, disposals, and debt reduction.

Investment in LIEC increased by \$2.1M.

Appropriated surplus increased by \$5.4M relating to future commitments and potential liabilities.

Reserves increased by \$86.5M due to the timing of capital expenditures. Included in the total reserve balance is \$296.4M committed towards active capital projects.

Surplus increased by \$1.1M mainly due to the net impact of transferring the 2022 operating surplus of \$5.5M to the Rate Stabilization provision, offset by the 2023 operating surplus of \$6.1M.

Other equity increased by \$0.1M.



Consolidated Statement of Changes in Net Financial Assets

The Consolidated Statement of Changes in Net Financial Assets focuses on the net assets of the City, adjusting the annual surplus for the impact of tangible capital assets: mainly deducting the costs to acquire assets, and adding back amortization charged during the year.

An important measure of any government's financial condition is its net financial assets: calculated as financial assets (e.g. cash, receivables, and investments) less liabilities (e.g. trade and employment payables, deposits, and debt).

The City's net financial assets as at December 31st, 2023 increased by \$99.9M to \$1.1B (2022 - \$1.0B).

Consolidated Statement of Cash Flows

The Consolidated Statement of Cash Flows is a summary of how the City's cash position changed during the year, highlighting sources and uses of cash, including the use of cash to acquire capital assets.

The City's cash decreased by \$333.2M to \$321.5M and investments increased by \$458.9M to \$1.4B.

In 2023, cash provided by operating activities was \$222.4M, compared to \$203.4M in 2022. This was mainly due to development fees receivables, deferred revenue and accrued interest receivable.

Cash used in capital activities was \$87.5M compared to \$86.6M in 2022.

Cash used in financing activities was \$9.2M compared to \$90.4M received in 2022.

Cash used in investing activities was \$458.9M, compared to \$224.6M in 2022.

Ratio Analysis

The Public Sector Accounting Board (PSAB) encourages the Government sector to conduct ratio analysis as per the Statement of Recommended Practice (SORP) 4: Indicators of Financial Condition. The analysis enables the readers of financial reports to use the indicators to assess the City's ability to respond to changes in the economic climate. It also allows readers to interpret the financial reports and assess the quality of financial management.

The analysis addresses the following three key areas:

- **Assessment of sustainability** measures and demonstrates the ability of a government entity to carry out its service commitments, and settle financial commitments to creditors, employees, and others without increasing the debt or tax burden in the economy that it operates.
- **Assessment of flexibility** measures and demonstrates the degree to which a government entity can change the level of debt and tax burden in order to meet its service commitments or settle financial commitments.
- **Assessment of vulnerability** measures and demonstrates the degree by which a government entity is dependent on sources of funding outside its control or influence, or is exposed to risk that could impair its ability to meet its service and financial commitments.

The following table presents the ratio analysis for the three-year period 2021-2023:

Assessment of sustainability

	2023	2022	2021
Sustainability ratios:			
Assets to liabilities (times)	6.3	6.2	7.6
Financial assets to liabilities (times)	2.6	2.5	2.8
Net debt to total revenues	13.3%	16.7%	3.0%
Net debt to the total assessment	0.07%	0.09%	0.02%
Expenses to the total assessment	0.4%	0.4%	0.5%
Flexibility ratios:			
Debt charges to revenues	0.9%	0.4%	0.3%
Net book value of capital assets to cost	66.1%	66.2%	66.8%
Net book value of capital assets (excluding land) to cost	52.1%	52.6%	53.6%
Own source revenue to the assessment	0.4%	0.5%	0.5%
Vulnerability ratios:			
Government transfers to total revenues	4.1%	4.0%	3.2%
Government transfers (excluding gaming revenue) to total revenues	1.8%	2.0%	2.2%

An explanation of each of the ratios is provided below.

- Assets to liabilities indicates sustainability by the extent to which the government entity finances its operations by issuing debt. A ratio higher than one indicates that a government has accumulated surplus and has assets greater than liabilities. Included in the City's liabilities are DCCs and deferred revenue which represent an obligation to perform future works.
 - Financial assets to liabilities indicates sustainability by the degree that future revenues are required to pay for past transactions and events. A higher ratio indicates a greater ability to cover liabilities.
 - Net debt to total revenues indicates the financial burden over the earning capacity and also indicates how future revenues will be needed for financing of past transactions and events. A lower percentage indicates a lesser reliance on future revenues to finance existing debt.
- The increase in the 2022 ratio is due to the \$96.0M debt acquired for the Steveston Community Centre and Branch Library. Though this ratio has increased, the burden over the earning capacity is partially mitigated due to the use of gaming revenue to fund the annual debt servicing costs as opposed to relying on taxation revenue. The annual debt servicing costs

relating to the Minoru Centre for Active Living, currently funded from \$5.0M gaming revenue and \$1.0M taxation revenue, will be applied to the Steveston Community Centre and Branch Library annual servicing costs once the final repayment for the Minoru Centre for Active Living is complete in 2024.

- Net debt to the total assessment indicates the relationship between the level of debt and the state of the local economy. A lower percentage indicates a lesser reliance on the current assessment base to finance existing debt.
- Expenses to the total assessment indicates the trend of the government spending in connection to the state of the local economy. A lower percentage indicates a lesser reliance on the current assessment base to finance existing expenses.

Assessment of flexibility

- Debt charges to revenues indicates the extent to which past borrowing decisions present a constraint on a government's ability to meet its financial commitments. A lower ratio indicates a lesser reliance on existing revenues to finance debt charges.
- Net book value of capital assets to cost indicates the estimated useful life of the capital assets to provide

services. A higher ratio indicates a newer asset inventory.

- Net book value of capital assets (excluding land) to cost indicates the estimated useful life remaining of depreciable capital assets. Land is not a depreciable asset and its inclusion can distort the net book value to cost ratio. A higher ratio indicates a newer asset inventory.
- Own source revenue to the assessment indicates the degree to which represents the percentage of taxes taken from its own tax base. A lower ratio indicates a lesser proportion of existing revenues from own sources on the current assessment base.

Assessment of vulnerability

- Government transfers to total revenues indicates the degree to which the local government is dependent on provincial or federal grants. A higher ratio indicates a higher proportion of grants.

Environmental Analysis

The City provides a wide array of services to residents, businesses, and visitors. The Council Strategic Plan helps guide the development and implementation of the City's work programs and operations.

The following section highlights:

- Council Strategic Plan 2022-2026
- Environment
 - Business Licences
 - Housing Activity
 - Population
- City Services

Strategic Plan

Council Strategic Plan 2022-2026

The Council Strategic Plan 2022-2026 identifies the collective priorities and focus areas for Richmond's City Council for the current term of office. The Council Strategic Plan allows the City to provide effective management and delivery of services in a manner that is responsive and flexible to address the current and future needs of all those who live, work, and play in Richmond.

The six high level areas of focus for the Council Strategic Plan 2022-2026 include:

- 1. Proactive in Stakeholder and Civic Engagement**
Proactive stakeholder and civic engagement to foster understanding and involvement and advance Richmond's interests.
- 2. Strategic and Sustainable Community Growth**
Strategic and sustainable growth that supports long-term community needs and a well-planned and prosperous city.
- 3. A Safe and Prepared Community**
Community safety and preparedness through effective planning, strategic partnerships, and proactive programs.



4. Responsible Financial Management and Governance
Responsible financial management and efficient use of public resources to meet the needs of the community.

5. A Leader in Environmental Sustainability
Leadership in environmental sustainability through innovative, sustainable, and proactive solutions that mitigate climate change and other environmental impacts.

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

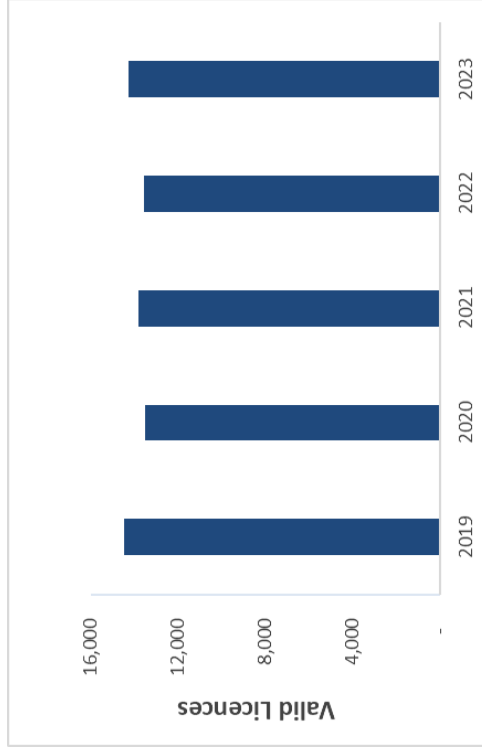


Environment

Business Licences

The total number of business licences issued increased to 14,245 in 2023 compared to 13,574 licences issued in 2022.

Business Licences 2019-2023



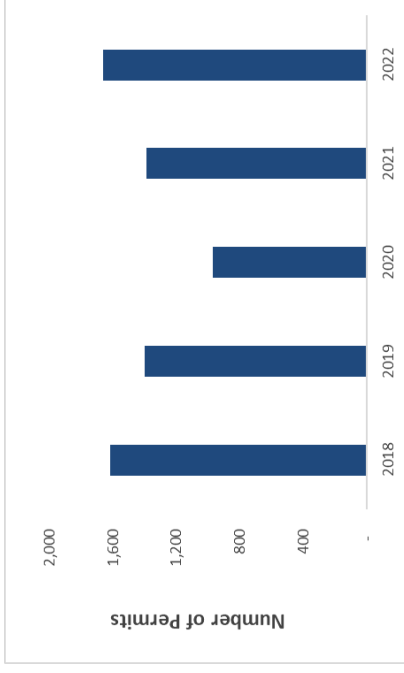
Housing Activity

Richmond house prices decreased by 1.6%, with a 2023 detached median house price of \$1,988,444. The total number of sales decreased year-over-year by 12.6% to 3,208 from 3,669 in 2022.

In 2023, the total number of building permits issued was 1,505, which was a 9.3% decrease from 2022. The decrease is a result of decreases in all types of permits issued including single family dwellings, multi-family developments,

commercial, and industrial. The actual permit fees collected for 2023 was \$8.9M.

Building Permits 2019-2023



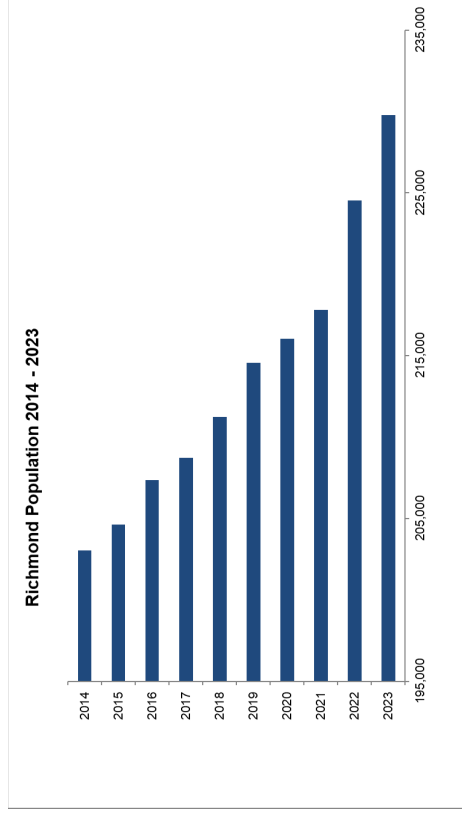
The construction value of building permits issued in 2023 was \$751.1M, which decreased by approximately 18.9% from 2022 of \$926.6M.

The number of development applications received in 2022 increased by 10.5% to 158 applications from 143 applications in 2021. Total fees collected in 2023 increased by 8.4%.

Population

Richmond's current population is estimated at 229,781 which is a 2.3% increase from 2022. According to the latest Statistics Canada Census, Richmond is the fourth most populous municipality in the Greater Vancouver region.

Richmond Population 2014-2023



Graph has been updated with population figures from BC Stats, Demographic Analysis Section, updated March 2024.



Services

The City of Richmond provides a wide array of services to residents, businesses, and visitors. The City is responsible for delivering the following services in Richmond:

- Performing land use and transportation planning, building approvals, property use and zoning.
- Providing and maintaining roads, dikes, water and sewerage systems, drainage and irrigation systems.
- Providing sanitation and recycling services.
- Providing safety and protection of citizens by maintaining policing, fire-rescue services, bylaw enforcement, emergency and environmental programs.
- Providing for the recreational and cultural needs of citizens by: funding library services; building and maintaining recreational and cultural facilities, including pools, arenas, community centres, art centres, theatre, and numerous heritage sites.
- Designing, constructing, and maintaining a recreational trail system and a system of parks with playing fields, playgrounds, and various amenities including tennis courts and basketball courts.
- Developing a sustainable community through: affordable housing, child care programs, wellness and outreach programs, tree protection, pesticide use restrictions, waste reduction programs, pollution prevention, district energy utility, energy management programs, purchasing policies, and high performance building programs.

- Providing business licences and economic development initiatives
- Administering property taxes and utility bills.
- Working to safeguard the financial well-being of the City through the provision of effective and reliable financial services and information to Council, staff, and the public.
- Working to safeguard and enhance the livability and social, financial, and environmental sustainability of our community and surrounding environment.
- Representing the interests of our citizens on various regional bodies responsible for providing services such as transit, drinking water, waste disposal, and air quality monitoring and reporting.

These services are provided through the use of funds as approved by Council in the 2023 operating, capital, and utility budgets.

	2021	2022	2023
Population growth (per annum) ¹	0.82%	3.09%	2.34%
Capital construction costs (\$mil) ²	\$210.56	\$95.77	\$156.40
City Grants Program (\$mil)	\$0.85	\$0.88	\$0.91
Other grants (\$mil) ³	\$1.54	\$1.74	\$1.80
RCMP calls for services	57,888	55,711	66,403
Fire Rescue Responses	9,494	11,317	12,262

¹ Annual growth based on updated population figures from BC Stats, Demographic Analysis Section, March 2024.

² This reflects the amended capital budget excluding internal transfers, debt repayment and contributions.

³ Other grants include contributions towards Gateway Theatre, Richmond Center for Disability, Richmond Therapeutic Equestrian Society, various youth grants and Provision Transfer.

Conclusion

The City's financial management has positioned Richmond well to continue to carry out and meet Council's Strategic Plan and service commitments to provide a safe and desirable community to live, work, and play in, while providing value for taxpayers.

The FSD&A provides a detailed analysis of the Consolidated Financial Statements and explains the significant differences in the financial statements between the reported year and the previous year, as well as between budgeted and actual results.

The Consolidated Financial Statements and FSD&A provide details about past activity and the balances at December 31st of the fiscal year. This information, in conjunction with planning documents, provides a comprehensive depiction of the future financial viability of the City.

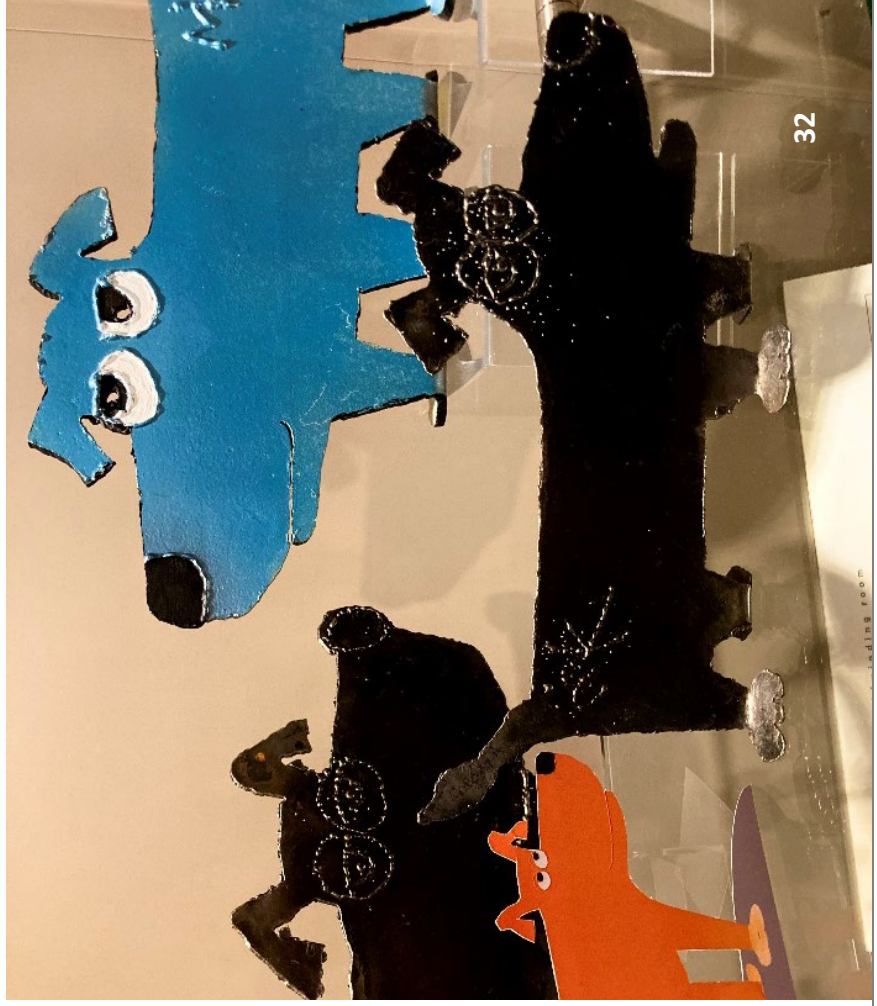
In 2003, Council adopted the Long Term Financial Management Strategy (LTFMS) to ensure prudent fiscal practices while maintaining the City's high service standards and balancing current and long-term financial needs. The effects of this policy can be seen in the current financial health of the organization.

The LTFMS policy forms the foundation for the City's financial planning, including the preparation of the Five Year Financial Plan Bylaws.

The 2023-2027 Five Year Financial Plan combines the Operating, Utility, and Capital Budgets. It provides details on the services provided, anticipated revenues and expenses, and planned capital projects.

Additional information about the current financial plan can be found at:

<https://www.richmond.ca/city-hall/finance/reporting/fiveyear.htm>





City of Richmond

Report to Committee

To: Planning Committee **Date:** April 8, 2024
From: Greg Newman **File:** 12-8060-20-010524/Vol 01
 Manager, Affordable Housing
Re: **Housing Agreement Bylaw No. 10524 and Housing Agreement Bylaw No. 10525 to Permit the City of Richmond to Secure Low-End Market Rental (LEMR) and Market Rental Units at 10611 and 10751 River Drive**

Staff Recommendations

1. That Housing Agreement (Affordable Housing) (10611 and 10751 River Drive) Bylaw No. 10524 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Low-End Market Rental (LEMR) Units required by rezoning application RZ 21-941625, be introduced and given first, second and third readings; and
2. That Housing Agreement (Market Rental Housing) (10611 and 10751 River Drive) Bylaw No. 10525 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with the requirements of section 483 of the *Local Government Act*, to secure the Market Rental Units required by Rezoning Application RZ 21-941625, be introduced and given first, second and third readings.

Greg Newman
 Manager, Affordable Housing
 (604-204-8648)

Att. 1

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

Staff Report

Origin

The purpose of this report is to recommend that City Council give first, second and third readings to Housing Agreement Bylaw No. 10524 to secure at least 18 Low-End Market Rental (LEMR) units and Housing Agreement Bylaw No. 10525 to secure at least 13 market rental housing units within the development at 10611 and 10751 River Drive (Attachment 1).

Bains Properties (River Drive) Inc. has submitted a rezoning application to permit the construction of a mixed tenure low-rise and mid-rise development with a total of 181 dwelling units, including 150 strata units, 18 LEMR units and 13 market rental units. Council granted first reading to the zoning amendment bylaw on May 8, 2023 and a public hearing was held on June 19, 2023 following which Council granted second and third readings to the bylaw. Prior to Council's adoption of the zoning amendment bylaw, the Applicant must register a Housing Agreement and a Housing Covenant to secure the LEMR and market rental units in perpetuity.

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

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

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

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

Strategic Direction #1: Expand Housing Choices

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

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

Analysis

The subject development proposes the construction of 181 residential units, including 150 strata units, 18 LEMR units and 13 market rental units. The development is comprised of a four-storey apartment building and two six-storey apartment buildings, all of which will share a single-level parking structure. The LEMR and market rental units are to be clustered together in the four-storey building. The City's Affordable Housing Strategy supports the clustering of LEMR units provided a non-profit housing operator is secured to manage the units. To this end, the applicant has entered into a preliminary Memorandum of Understanding (MOU) with Anhart Community Housing, an experienced non-profit housing operator.

Low-End Market Rental (LEMR) Units

The total residential floor area of the LEMR units is approximately 15,704 ft² (1,459 m²). A Housing Covenant will secure the noted floor area in addition to the minimum unit sizes, the location of LEMR units and the allocation of parking spaces to the LEMR units.

Table 1 below summarizes components of the LEMR units that will be secured through the registration of the Housing Agreement and Housing Covenant. As it relates to the LEMR units, the project will provide 14 of the 18 units (78 per cent) as family-friendly units and 16 units (89 per cent) will include Basic Universal Housing (BUH) design, supporting the ability of tenants to age in place. Overall, the amount, size and mix of LEMR units uphold the objectives of the Affordable Housing Strategy and the policies of the Official Community Plan.

Table 1: Summary of LEMR Unit Composition and Rent Limitations

Unit Type	Affordable Housing Strategy Requirements (1)			Project Details (2)	
	Min. Unit Area	Max. Rent Charge	Max. Household Income	Unit Mix	Basic Universal Housing (BUH)
Studio	37 m ² (400 ft ²)	\$811	\$34,650	11% (2 units)	11% (2 units)
1-bedroom	50 m ² (535 ft ²)	\$975	\$38,250	11% (2 units)	6% (1 unit)
2-bedroom	69 m ² (741 ft ²)	\$1,218	\$46,800	39% (7 units)	39% (7 units)
3-bedroom	91 m ² (980 ft ²)	\$1,480	\$58,050	39% (7 units)	33% (6 units)
Total	N/A	N/A	N/A	18 units	89% (16 units)

(1) May be adjusted periodically as provided for under adopted City policy.

(2) Unit mix in the above table may be adjusted through the Development Permit Process provided that the total area comprises at least 10 per cent of the subject development's total residential building area (excluding market rental unit floor area).

The Housing Agreement tied to the LEMR units will set maximum permitted rents and household income thresholds as outlined above; income thresholds will be used to identify eligible tenants. A Housing Covenant will be used to secure the minimum unit sizes and location of each LEMR unit, and the allocation of parking spaces to the units.

In addition to setting maximum rents and income thresholds, the Housing Agreement will protect tenants from any age-based occupancy restrictions, limits on access to indoor and outdoor amenity spaces, and the imposition of additional fees including parking fees, strata fees, amenity fees and move-in/move-out fees. The Agreement provides for an annual statutory declaration process used to ensure compliance with its terms and conditions. Should the owner choose to sell the LEMR units, the Agreement requires that all of the affordable housing units be maintained under single ownership (within one air space parcel, one strata lot or by way of a legal agreement to the satisfaction of the Director of Development).

The Applicant has agreed to the terms and conditions set out in the Agreement and to register a notice of the Housing Agreement on Title.

Market Rental Housing Units

The total residential floor area of the market rental units is approximately 10,860 ft² (1,009 m²). Should minor adjustments be made as a result of more detailed design, staff will ensure the total floor area of the market rental units continues to uphold the market rental housing requirement.

The City's Market Rental Policy provides that 40 per cent of the units must be family-friendly and that units should incorporate Basic Universal Housing (BUH) design allowing tenants to age-in-place. In this case, 9 of the 13 market rental units (69 per cent) will be family-friendly and 10 units (77 per cent) will include a BUH design. Overall, the mix of market rental units will uphold the objectives of the City's Market Rental Policy.

Similar to the Housing Agreement for the LEMR units, the Market Rental Housing Agreement will secure the rental tenure of the 13 market rental units, in addition to ensuring rental rates remain aligned with those that would be charged for the rental of a comparable dwelling unit in a comparable location. The Agreement will protect tenants from age-based occupancy restrictions, and limits on access to common indoor and outdoor amenity spaces, parking spaces, bicycle storage area, and electric vehicle charging stations. Further, the Agreement will provide for an annual statutory declaration process to ensure compliance with its terms and conditions. A Housing Covenant will be registered to, amongst other things, provide for the allocation of parking spaces for the market rental units.

The Applicant has agreed to the terms and conditions set out in the Housing Agreement and to register a notice of the Housing Agreement on Title.

Financial Impact

None.

Conclusion

A Housing Agreement is required as a means of securing 18 LEMR units and 13 market rental units at 10611 and 10751 River Drive. Council's adoption of Housing Agreement Bylaw No. 10524 and Housing Agreement Bylaw No. 10525 will ensure the LEMR units and market rental units are maintained, in perpetuity, in accordance with the objectives of the City of Richmond's Affordable Housing Strategy, Market Rental Policy and the applicable policies of the Official Community Plan.

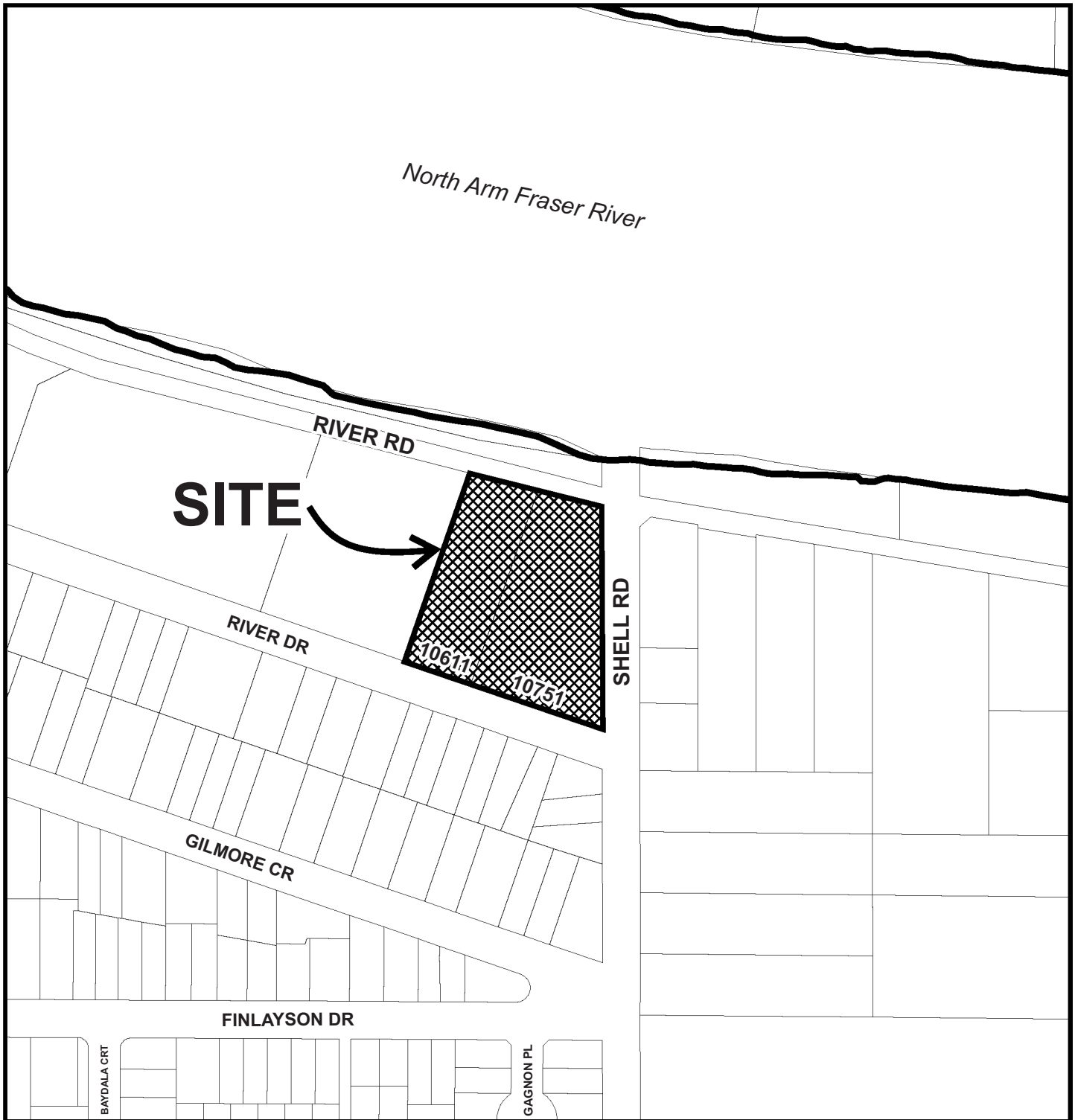


Sahara Shrestha
Planner 1, Affordable Housing
(604-247-4946)

Att. 1: Map of 10611 and 10751 River Drive



City of Richmond



10611 and 10751 River Drive

Original Date: 12/05/23

Revision Date:

Note: Dimensions are in METRES



**Housing Agreement (Affordable Housing)
(10611 and 10751 River Drive) Bylaw No. 10524**

The Council of the City of Richmond enacts as follows:

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

PID: 008-930-601

Lot 133 Fractional Section 23 Block 5 North, Range 6 West New Westminster District Plan 28254

PID: 003-715-868

Lot 132 Section 23 Block 5 North Range 6 West New Westminster District Plan 28394

2. This Bylaw is cited as **“Housing Agreement (Affordable Housing) (10611 and 10751 River Drive) Bylaw No. 10524”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.
<i>[Signature]</i>
APPROVED for legality by Solicitor
<i>[Signature]</i>

MAYOR

CORPORATE OFFICER

Bylaw 10524

Schedule A

To **Housing Agreement (Affordable Housing) (10611 and 10751 River Drive)**
Bylaw No. 10524
HOUSING AGREEMENT BETWEEN BAINS PROPERTIES AND CITY OF RICHMOND

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

THIS AGREEMENT is dated for reference 3rd day of April, 2024

BETWEEN:

BAINS PROPERTIES (RIVER DRIVE) INC. (Inc. No. BC1329075), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 6728 Riverdale Drive, Richmond, BC V7C 2G1; and

BAINS PROPERTIES (RIVER POINTE) LIMITED PARTNERSHIP (Registration No. LP0862750), a limited partnership duly registered pursuant to the laws of the Province of British Columbia having its registered office at 6728 Riverdale Drive, Richmond, BC V7C 2G1

(collectively, the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- D. The Owner and the City wish to enter into this Agreement to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement,

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

{02118323.4}

Affordable Housing Agreement (Section 483 *Local Government Act*)
Address: 10611 and 10751 River Drive
Application No. RZ 21-941625, Housing Agreement Bylaw 10525, RZC #15

7617545

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

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

- (a) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands and designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (c) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **“Building”** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
- (e) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) **“City”** means the City of Richmond;
- (g) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (h) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, the required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities, fitness facilities, and related access routes;
- (i) **“CPI”** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
- (j) **“Daily Amount”** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 7.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;

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Affordable Housing Agreement (Section 483 Local Government Act)
Address: 10611 and 10751 River Drive
Application No. RZ 21-941625. Housing Agreement Bylaw 10525, RZC #15

7617545

- (k) **“Development”** means the residential development to be constructed on the Lands;
- (l) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (m) **“Director of Community Social Development”** means the City’s Director, Community Social Development in the Planning and Development Division of the City, and his or her designate;
- (n) **“Director of Development”** means the City’s Director, Development in the Planning and Development Division of the City, and his or her designate
- (o) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (p) **“Eligible Tenant”** means a Family having a cumulative annual income of:
 - (i) in respect to a studio unit, \$34,650.00 or less;
 - (ii) in respect to a one-bedroom unit, \$38,250.00 or less;
 - (iii) in respect to a two-bedroom unit, \$46,800.00 or less; or
 - (iv) in respect to a three or more bedroom unit, \$58,050.00 or less

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

- (q) **“Family”** means:
 - (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than six (6) persons who are not related by blood, marriage or adoption
- (r) **“GST”** means the Goods and Services Tax levied pursuant to the Excise Tax Act, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;

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Affordable Housing Agreement (Section 483 *Local Government Act*)
Address: 10611 and 10751 River Drive
Application No. RZ 21-941625, Housing Agreement Bylaw 10525, RZC #15

- (s) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the Land Title Act) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;
- (t) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (u) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (v) **“Lands”** means certain lands and premises legally described as follows:
 - (i) Parcel Identifier: 003-715-868, Lot 132 Section 23 Block 5 North Range 6 West New Westminster District Plan 28394; and
 - (ii) Parcel Identifier: 008-930-601, Lot 133 Fractional Section 23 Block 5 North Range 6 West New Westminster District Plan 28254,
 as may be Subdivided from time to time, and including a Building or a portion of a Building;
- (w) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (x) **“LTO”** means the New Westminster Land Title Office or its successor;
- (y) **“Occupancy Certificate”** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s *Building Regulation Bylaw 7230*, as may be amended or replaced;
- (z) **“OCP”** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (aa) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (bb) **“Parking Operator”** means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease over all (and not only some) of the parking spaces in the Development in order to facilitate the use, operation and management of the parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (cc) **“Permitted Rent”** means no greater than:
 - (i) \$811.00 (exclusive of GST) a month for a studio unit;

{02118323.4}

Affordable Housing Agreement (Section 483 *Local Government Act*)
 Address: 10611 and 10751 River Drive
 Application No. RZ 21-941625, Housing Agreement Bylaw 10525, RZC #15

7617545

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

provided that, commencing January 1, 2019, the rents set out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year up until the year in which an Occupancy Certificate is issued by the City for the Building. Commencing January 1st of the year following the year in which an Occupancy Certificate is issued by the City for the Building, in the event that, in applying the values set out above, the rental increase is at any time greater than the rental increase permitted by the Residential Tenancy Act, then the increase will be reduced to the maximum amount permitted by the Residential Tenancy Act. Notwithstanding anything to the contrary contained in the Residential Tenancy Act or the Residential Tenancy Regulation, the foregoing cap on the increase to Permitted Rent to that permitted by the Residential Tenancy Act shall apply to the annual calculation of the maximum Permitted Rent independent of any exemption status of the Owner (i.e. non-profit housing society) or any change in Tenant. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (dd) “**Real Estate Development Marketing Act**” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (ee) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (ff) “**Residential Tenancy Regulation**” means the Residential Tenancy Regulation, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (gg) “**Senior**” means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (hh) “**Strata Property Act**” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (ii) “**Subdivide**” means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (jj) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and

{02118323.4}

Affordable Housing Agreement (Section 483 *Local Government Act*)
 Address: 10611 and 10751 River Drive
 Application No. RZ 21-941625, Housing Agreement Bylaw 10525, RZC #15

- (kk) “Tenant” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

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

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

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by an Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner’s family members (unless the Owner’s family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, “permanent residence” means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.

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- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Schedule A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 Notwithstanding that the Owner may otherwise be entitled, the Owner will, in respect of the Development:
- (a) take no steps to compel the issuance of, and the City will not be obligated to issue, the Development Permit, unless and until the Owner, has:
 - (i) submitted to the City a Development Permit application that includes the Affordable Housing Units; and
 - (ii) at its cost, executed and registered against title to the Lands, or portion thereof, such additional legal agreements required by the City to facilitate the detailed design, construction, operation, and management of the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features as determined by the City through the Development Permit approval process for the Lands, or portion thereof;
 - (b) take no steps to compel the issuance of, and the City will not be obligated to issue, a Building Permit, unless and until the Owner has submitted to the City a Building Permit application that includes the Affordable Housing Units, and all ancillary and related spaces, uses, common areas, and features, in accordance with the Development Permit;
 - (c) not apply for an Occupancy Certificate in respect of that Development, nor take any action to compel issuance of an Occupancy Certificate, unless and until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;
 - (ii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units, any facilities for the use of the Affordable Housing Units, including parking and any shared indoor or outdoor amenities; and

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- (iii) the Owner has delivered to the City, a letter of assurance, in form and content satisfactory to the City, from the Owner's design architect for the Building confirming that the Affordable Housing Units have been constructed in accordance with the Agreement;
- (d) not permit the Development or any portion thereof to be occupied, unless and until the Affordable Housing Units have received an Occupancy Certificate granting provisional or final occupancy of the Affordable Housing Units; and
- (e) not subdivide the Affordable Housing Units into individual strata lots. The Owner acknowledges and agrees that if the Lands are subject to Subdivision by a Strata Plan, that the Affordable Housing Units will together form no more than one (1) strata lot.

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

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

"By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the "City") and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with

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the City's Affordable Housing Strategy, policies and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant's occupation of the Affordable Housing Unit:

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

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

Without limiting the foregoing, the non-profit organization retained pursuant to this section 3.5 must have as one of its prime objectives the operation of affordable housing. At the request of the City, from time to time, the Owner shall deliver to the City a copy the agreement (fully signed and current) with the non-profit organization, to evidence the Owner's compliance with this section 3.5.

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

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

- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development and will not

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Subdivide the Lands unless all easements and rights of way are in place to secure such use;

- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees;
 - (ii) strata fees;
 - (iii) strata property contingency reserve fees;
 - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities;
 - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
 - (vi) property or similar tax;provided, however, that if either the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees or the Affordable Housing Unit is not part of a strata unit, an Owner may charge the Tenant the Owner's cost, if any, of:
 - (vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure);
 - (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant; and
 - (ix) paying security fees for the use of guest suites (if any) or security and cleaning fees related to the use of any party or meeting room located on the Lands (if any) that are associated with the Tenant's use of such facilities, provided that such charges are the same as those payable by other residential occupants of the Development;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;

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- (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(p) of this Agreement;
- (iii) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
- (iv) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.7(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(p) [Eligible Tenant] of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.7(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
 - (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.8 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.9 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.
- 3.10 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection for the Affordable Housing Units.

ARTICLE 4 DEMOLITION OF AFFORDABLE HOUSING UNIT

- 4.1 The Owner will not demolish an Affordable Housing Unit unless:
- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or

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- (b) the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

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

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

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Affordable Housing Units, will have no force and effect, unless expressly approved by the City in writing in advance.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any Common Amenities, common property, limited common property or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities contrary to section 3.7(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision.
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

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**ARTICLE 6
DEFAULT AND REMEDIES**

6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if:

- (a) an Affordable Housing Unit is used or occupied in breach of this Agreement;
- (b) an Affordable Housing Unit is rented at a rate in excess of the Permitted Rent;
- (c) an Affordable Housing Unit is operated and maintained by an entity that is not a non-profit organization acceptable to the City (as contemplated in section 3.5); or
- (d) the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant,

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

6.2 Notwithstanding Section 6.1:

- (a) if the breach arises solely as a result of an enactment of a strata bylaw by a strata corporation contrary to this Agreement, the City will not charge the Daily Amount to the registered owner of the Affordable Housing Units, except in their capacity as one of the owners of such strata corporation; and
- (b) if the default cannot be remedied within the applicable cure period, and the Owner has, to the satisfaction of the City:
 - (i) delivered to the City the method and schedule for remedying the default;
 - (ii) commenced remedying the default; and
 - (iii) been diligently and continuously proceeding to remedy the default within the estimated schedule,

the City will not charge the Owner with the Daily Amount with respect to the breach of the Agreement unless, in the City's opinion, the Owner has ceased to diligently and continuously work to remedy the default within the estimated schedule.

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

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**ARTICLE 7
MISCELLANEOUS**

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, then after the Lands are Subdivided, this Agreement will secure only the legal parcels which contain the Affordable Housing Units; and the City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute such release until a written request therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));
 - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
 - (iii) the City has a reasonable time within which to execute the Form C (Release) and return the same to the Owners for registration; and
 - (iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in section 7.5.

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

7.2 No Compensation

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

7.3 Modification

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

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7.4 Management

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

If applicable, the Owner further covenants and agrees that it will vote:

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

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

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

7.5 Indemnity

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

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

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7.6 Release

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

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

7.7 Survival

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

7.8 Priority

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

7.9 City's Powers Unaffected

This Agreement does not:

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

Copies to: City Solicitor and the Director of Community Social Development

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

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7.16 Sole Agreement

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

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.24 Limitation on Owner's Obligations

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

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

BAINS PROPERTIES (RIVER DRIVE) INC., by its authorized signatory(ies):


Name: Raw Bains
Title: Director

Name:
Title:

BAINS PROPERTIES (RIVER POINTE) LIMITED PARTNERSHIP, by its General Partner **BAINS MANAGEMENT CORP.**, by its authorized signatory(ies):


Name: Raw Bains
Title: Director

Name:
Title:

CITY OF RICHMOND,
by its authorized signatories:

Malcolm D. Brodie, Mayor

Claudia Jesson, Corporate Officer

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

{02118323.4}

7617545

Affordable Housing Agreement (Section 483 *Local Government Act*)
Address: 10611 and 10751 River Drive
Application No. RZ 21-941625, Housing Agreement Bylaw 10525, RZC #15

Appendix A to Housing Agreement

STATUTORY DECLARATION
(Affordable Housing Units)

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

I, _____ (full name),
of _____ (address) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

1. I am the registered owner (the "Owner") of the Affordable Housing Units;
or,
 I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;
2. This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units and information as of the ____ day of _____, 20____;
3. Continuously since the last Statutory Declaration process:
 - a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
 - b) the Owner of the Affordable Housing Units complied with the Owner's obligations under the Housing Agreement and any housing covenant(s) registered against title to the Affordable Housing Units;
4. The information set out in the table attached as Appendix A hereto (the "Information Table") in respect of each of the Affordable Housing Units is current and accurate as of the date of this declaration; and

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

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Affordable Housing Agreement (Section 483 Local Government Act)
Address: 10611 and 10751 River Drive
Application No. RZ 21-941625, Housing Agreement Bylaw 10525, RZC #15

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Appendix A to Statutory Declaration

Building Name:		Building Address:		Property Manager Name:													
Property Management Company:		Property Manager Email:		Property Manager Phone Number:													
Row #	Unit #	Unit and Household Information				Income and Rent				Fees Collected [For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.]							
		Unit Type (Studio, 1 Bed, 2 Bed, 3 Bed)	Number of Occupants (#)	Risked to Owner (Yes/No) (Provide one response per occupant)	Total Number of Occupants of Occupants 18 years and Under (#)	Total Number of Occupants who are "Seniors" as that term is defined in the Affordable Housing Agreement (#)	Starting Year of Tenancy	Before-tax Total Income(s) for Occupant(s) 18 years & Over (Provide one response per occupant)	Income Verification Received (Yes/No) (Provide one response per occupant)	Before-tax Total Income of All Occupants 18 years & Over	Rent (\$/Month)	Parking Fees	Move-in/Move-out Fees	Storage Fees	Agency Usage Fees	Other Tenant Fees	
0	EXAMPLE ONLY - 101	3 BR	4	No	1	2022	\$51,049 \$22,764 \$7,825	Yes Yes Yes	\$61,698	\$1,611.19	\$	\$	\$	\$	\$	\$	
1																	
2																	
3																	

Continue rows as needed.

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Affordable Housing Agreement (Section 483 Local Government Act)
Address: 10611 and 10751 River Drive
Application No. RZ 21-041625, Housing Agreement Bylaw 10525, RZC #15

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Housing Agreement (Market Rental Housing) (10611 and 10751 River Drive) Bylaw No. 10525

The Council of the City of Richmond enacts as follows:

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

PID: 008-930-601

Lot 133 Fractional Section 23 Block 5 North, Range 6 West New Westminster District Plan 28254

PID: 003-715-868

Lot 132 Section 23 Block 5 North Range 6 West New Westminster District Plan 28394

- 2. This Bylaw is cited as **“Housing Agreement (Market Rental Housing) (10611 and 10751 River Drive) Bylaw No. 10525”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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

MAYOR

CORPORATE OFFICER

Bylaw 10525

Schedule A

To Housing Agreement (Market Rental Housing) (10611 and 10751 River Drive)

Bylaw No. 10525

HOUSING AGREEMENT BETWEEN BAINS PROPERTIES AND CITY OF RICHMOND

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

THIS AGREEMENT is dated for reference the 3rd day of April, 2024

AMONG:

BAINS PROPERTIES (RIVER DRIVE) INC. (Inc. No. BC1329075), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 6728 Riverdale Drive, Richmond, BC V7C 2G1; and

BAINS PROPERTIES (RIVER POINTE) LIMITED PARTNERSHIP (Registration No. LP0862750), a limited partnership duly registered pursuant to the laws of the Province of British Columbia having its registered office at 6728 Riverdale Drive, Richmond, BC V7C 2G1

(collectively, the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. The Owner is the owner of the Lands;
- C. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units; and
- D. The Owner and the City wish to enter into this Agreement to provide for market rental housing on the terms and conditions set out in this Agreement,

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

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Housing Agreement (Section 483 *Local Government Act*) – Market Rental
Address: 10611 and 10751 River Drive
Application No. RZ 21-941625, RZC no. 16

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- (a) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (b) **“Building”** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel and remainder will be a Building for the purpose of this Agreement;
- (c) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (d) **“City”** means the City of Richmond;
- (e) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (f) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are provided for common use of all residential occupants of the Development, including all Tenants, as required by the OCP, any rezoning consideration applicable to the Development, and the Development Permit process, including without limitation visitor parking, the required moderate income affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage and supporting bicycle maintenance facilities, fitness facilities, and related access routes;
- (g) **“CPI”** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (h) **“Daily Amount”** means \$100.00 per day as of January 1, 2021 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2021, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (i) **“Development”** means the residential development to be constructed on the Lands;
- (j) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (k) **“Director of Development”** means the City’s Director, Development, in the Planning and Development Division of the City, and his or her designate;
- (l) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands whether such dwelling unit is a lot, strata lot or parcel, or parts or portions thereof, and includes a single family detached dwelling, duplex, townhouse, auxiliary residential dwelling unit, rental apartment, and strata lot in a building strata plan and includes, where the context permits, a Market Rental Housing Unit;
- (m) **“GST”** means the Goods and Services Tax levied pursuant to the *Excise Tax Act*, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;

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Housing Agreement (Section 483 *Local Government Act*) – Market Rental
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- (n) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands from time to time, in respect to the use and transfer of the Market Rental Housing Units;
- (o) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (p) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (q) **“Lands”** means the lands and premises legally described currently as follows:
 - (i) Parcel Identifier: 003-715-868, Lot 132 Section 23 Block 5 North Range 6 West New Westminster District Plan 28394; and
 - (ii) Parcel Identifier: 008-930-601, Lot 133 Fractional Section 23 Block 5 North Range 6 West New Westminster District Plan 28254,
 including a Building or a portion of a Building thereon, and any lands into which said lands are Subdivided;
- (r) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (s) **“LTO”** means the New Westminster Land Title Office or its successor;
- (t) **“Market Rent”** means the amount of rent that a willing and reasonable landlord would charge for the rental of a comparable dwelling unit in a comparable location for a comparable period of time;
- (u) **“Market Rental Housing Unit”** means a Dwelling Unit or Dwelling Units located or to be located on the Lands designated as such in accordance with any Building Permit or Development Permit issued by the City or, if applicable, or, if applicable, in accordance with any rezoning consideration applicable to the Development and includes, without limiting the generality of the foregoing, the Dwelling Units located or to be located on the Lands charged by this Agreement;
- (v) **“Occupancy Certificate”** means a certificate issued by a City building inspector permitting occupancy of a Building pursuant to the City’s *Building Regulation Bylaw 7230*, as may be amended or replaced;
- (w) **“OCP”** means together the City of Richmond Official Community Plan Bylaw No. 7100 and Official Community Plan Bylaw No. 9000, as may be amended or replaced from time to time;
- (x) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of a Market Rental Housing Unit from time to time;

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Housing Agreement (Section 483 *Local Government Act*) – Market Rental
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- (y) “*Real Estate Development Marketing Act*” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (z) “*Residential Tenancy Act*” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (aa) “Senior” means an individual of the age defined by the City as a senior for the purposes of City programs, as may be amended from time to time and at the time of this Agreement being defined as 55 years of age and older;
- (bb) “*Strata Property Act*” means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (cc) “Subdivide” means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (dd) “Tenancy Agreement” means a tenancy agreement, lease, license or other agreement granting rights to occupy a Market Rental Housing Unit; and
- (ee) “Tenant” means an occupant of a Market Rental Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;

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Housing Agreement (Section 483 *Local Government Act*) – Market Rental
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- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes a tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

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

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

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Housing Agreement (Section 483 *Local Government Act*) – Market Rental
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determined by the City through the Development Permit approval process for the Lands, or portion thereof;

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

**ARTICLE 3
DISPOSITION AND ACQUISITION OF MARKET RENTAL HOUSING UNITS**

- 3.1 Without limiting section 2.1, the Owner will not permit a Market Rental Housing Unit to be used for short term rental purposes (being rentals for periods shorter than 30 days), or any other purposes that do not constitute a "permanent residence" of a Tenant (as contemplated in section 2.1). Notwithstanding the foregoing, and for greater certainty, nothing in this Agreement will prevent renting of a Market Rental Housing Unit to a Tenant on a "month-to-month" basis.
- 3.2 If this Agreement encumbers more than one Market Rental Housing Unit, then the following will apply:
 - (a) the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than all of the Market Rental Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Market Rental

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Housing Agreement (Section 483 *Local Government Act*) – Market Rental
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Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Market Rental Housing Units;

- (b) the Owner will not, without the prior written consent of the City, sell or transfer less than all of the Market Rental Housing Units located in one building in a single or related series of transactions, with the result that when the purchaser or transferee of the Market Rental Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than all of the Market Rental Housing Units in one building;
 - (c) if the Development contains one or more air space parcels, each air space parcel and the remainder will be a “building” for the purpose of this section 3.2; and
 - (d) the Lands will not be Subdivided such that one or more Market Rental Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.
- 3.3 If the Owner sells or transfers any Market Rental Housing Units, the Owner will notify the City Solicitor of the sale or transfer within three (3) days of the effective date of sale or transfer.
- 3.4 Subject to the requirements of the *Residential Tenancy Act*, the Owner will ensure that each Tenancy Agreement:
- (a) includes the following provision:

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

 - (i) the number of occupants of the Market Rental Housing Unit;
 - (ii) the number of occupants of the Market Rental Housing Unit 18 years of age and under; and
 - (iii) the number of occupants of the Market Rental Housing Unit who are Seniors”;
 - (b) defines the term “Landlord” as the Owner of the Moderate Income Housing Unit; and
 - (c) includes a provision requiring the Tenant and each permitted occupant of the Moderate Income Housing Unit to comply with this Agreement.
- 3.5 Subject to the requirements of the *Residential Tenancy Act*, the Owner must not rent, lease, license or otherwise permit occupancy of any Market Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:

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- (a) the Market Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Market Rental Housing Unit will be at or below Market Rent; and
 - (c) the Owner will allow the Tenant and any permitted occupant and visitor of the Market Rental Housing Units to have full access to and use and enjoy all on-site common indoor and outdoor amenity spaces on the Lands, subject to reasonable rules and regulations established by the Owner or the Owner's property manager consistent with good and efficient management of the Market Rental Housing Units and the standard of management of rental properties similar to the Market Rental Housing Units.
- 3.6 The Owner shall not impose any age-based restrictions on Tenants of Market Rental Housing Units.
- 3.7 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection.
- 3.8 The Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Market Rental Housing Unit to comply with this Agreement.
- 3.9 The Owner will attach a copy of this Agreement to every Tenancy Agreement.
- 3.10 If the Owner has terminated the Tenancy Agreement, subject to the requirements of the *Residential Tenancy Act*, then the Owner shall use commercially reasonable efforts to cause the Tenant and all other persons that may be in occupation of the Market Rental Housing Unit, as applicable, to vacate the Market Rental Housing Unit, as applicable on or before the effective date of termination.

ARTICLE 4 DEMOLITION OF MARKET RENTAL HOUSING UNIT

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

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

Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement

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Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as a Market Rental Housing Unit, as applicable, in accordance with this Agreement.

ARTICLE 5 STRATA CORPORATION BYLAWS

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Market Rental Housing Units as rental accommodation, or imposes age-based restrictions on Tenants of Market Rental Housing Units, will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Market Rental Housing Unit, as applicable, as rental accommodation.
- 5.4 The strata corporation shall not pass any bylaw or make any rule which would prohibit or restrict the Owner or the Tenant or any other permitted occupant of a Market Rental Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation, including parking, bicycle storage, electric vehicle charging stations or related facilities on the Lands intended for the use of the residential occupants, subject to reasonable rules and regulations established by the strata corporation or the strata manager consistent with good and efficient management of the strata corporation and the standard of management of similar strata properties in the City of Richmond.

ARTICLE 6 DEFAULT AND REMEDIES

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

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

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

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Housing Agreement (Section 483 *Local Government Act*) – Market Rental
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**ARTICLE 7
MISCELLANEOUS**

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) where a Market Rental Housing Units are a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Market Rental Housing Units; and
- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 483 of the *Local Government Act* prior to the Lands having been Subdivided, and it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Market Rental Housing Units and the Common Amenities. The City will partially release this Agreement accordingly, provided however that:
 - (i) the City has no obligation to execute such release until a written request therefor from the Owners is received by the City, which request includes the registrable form of release (Form C (Release));
 - (ii) the cost of the preparation of the aforesaid release, and the cost of registration of the same in the Land Title Office is paid by the Owners;
 - (iii) the City has a reasonable time within which to execute the release and return the same to the Owners for registration; and
 - (iv) the Owners acknowledge that such release is without prejudice to the indemnity and release set forth in sections 7.5 and 7.6.

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

7.2 No Compensation

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

7.3 Modification

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

{02118328.3}

Housing Agreement (Section 483 *Local Government Act*) – Market Rental
Address: 10611 and 10751 River Drive
Application No. RZ 21-941625, RZC no. 16

7632778

7.4 Management

The Owner covenants and agrees that it will ensure good and efficient management of the Market Rental Housing Units and will permit representatives of the City to inspect the Market Rental Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Market Rental Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands at no cost or charge to the Tenant. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Market Rental Housing Units.

7.5 Indemnity

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

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

7.6 Release

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

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

{02118328.3}

Housing Agreement (Section 483 *Local Government Act*) – Market Rental
Address: 10611 and 10751 River Drive
Application No. RZ 21-941625, RZC no. 16

7.7 Survival

The obligations of the Owner set out in sections 7.5 and 7.6 of this Agreement will survive termination or release of this Agreement.

7.8 Priority

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

7.9 City's Powers Unaffected

This Agreement does not:

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

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.11 No Public Law Duty

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

{02118328.3}

Housing Agreement (Section 483 *Local Government Act*) – Market Rental
Address: 10611 and 10751 River Drive
Application No. RZ 21-941625, RZC no. 16

7632778

7.12 Notice

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

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

Copies to: City Solicitor and Director of Development

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

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

7.17 Further Assurance

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

{02118328.3}

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Housing Agreement (Section 483 *Local Government Act*) – Market Rental
Address: 10611 and 10751 River Drive
Application No. RZ 21-941625, RZC no. 16

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.23 Limitation on Owner's Obligations

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


7.24 Counterparts

This Agreement may be signed by the parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument and may be compiled for registration, if registration is required, as a single document.

[remainder of page intentionally blank]

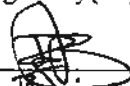
IN WITNESS WHEREOF the parties have executed this Agreement with effect as of the day and year first above written.

BAINS PROPERTIES (RIVER DRIVE) INC., by its authorized signatory(ies):


Name: Rav Bains
Title: Director

Name:
Title:

BAINS PROPERTIES (RIVER POINTE) LIMITED PARTNERSHIP by its General Partner **BAINS MANAGEMENT CORP.**, by its authorized signatory(ies):


Name: Rav Bains
Title: Director

Name:
Title:

CITY OF RICHMOND,
by its authorized signatories:

Malcolm D. Brodie, Mayor

Claudia Jesson, Corporate Officer

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

{02118328.3}

7632778

Housing Agreement (Section 483 *Local Government Act*) – Market Rental
Address: 10611 and 10751 River Drive
Application No. RZ 21-941625, RZC no. 16

SCHEDULE A to Market Rental Housing Agreement

STATUTORY DECLARATION

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

I, _____ (full name),
of _____ (address) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

1. I am the owner or authorized signatory of the owner of the Market Rental Housing Units, and make this declaration to the best of my personal knowledge;
2. This declaration is made pursuant to the Market Rental Housing Agreement in respect of the Market Rental Housing Units;
3. To the best of my knowledge, for the period from _____ to _____, the Market Rental Housing Units were used solely for the provision of rental housing for Tenants (as defined in the Market Rental Housing Agreement) at or below Market Rent (as defined in the Market Rental Housing Agreement).
4. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of _____)
_____, in the Province of British)
Columbia, this _____ day of _____)
20____.)
_____))
_____))
A Commissioner for Taking Affidavits in the Province)
of British Columbia)

DECLARANT



City of Richmond

Report to Committee

To: Planning Committee **Date:** April 8, 2024
From: Greg Newman **File:** 08-4057-05/2023-Vol 01
 Manager, Affordable Housing
Re: **Housing Agreement (Affordable Housing) Bylaw No. 10512 to Permit the City of Richmond to Secure Low End Market Rental (LEMR) units at 4651, 4671, 4691 Smith Crescent, and 23301, 23321, 23361, 23381 Gilley Road**

Staff Recommendation

That Housing Agreement (Affordable Housing) (4651, 4671, 4691 Smith Crescent, and 23301, 23321, 23361, 23381 Gilley Road) Bylaw No. 10512 to permit the City to enter into a Housing Agreement substantially in the form attached hereto, in accordance with requirements of *Section 483* of the *Local Government Act*, to secure the Low End Market Rental (LEMR) Units required by rezoning application RZ 21-942276, be introduced and given first, second and third readings.

Greg Newman
 Manager, Affordable Housing
 (604-204-8648)

Att. 1

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

Staff Report

Origin

The purpose of this report is to recommend that City Council give first, second and third readings to Housing Agreement (Affordable Housing) Bylaw No. 10512 to secure at least 19 Low End Market Rental (LEMR) units within the development at 4651, 4671, 4691 Smith Crescent and 23301, 23321, 23361, and 23381 Gilley Road (Attachment 1).

Maskeen (Hamilton) Properties Corp. and 1164822 B.C. Ltd has submitted a rezoning application to permit the construction of a 186-unit development comprised of 167 strata units and 19 LEMR units. The zoning amendment bylaw received third reading following a public hearing on June 19, 2023. Prior to Council's adoption of the zoning amendment bylaw, the Applicant must register a Housing Agreement in addition to a Housing Covenant to secure the LEMR units in perpetuity.

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

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

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

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

Strategic Direction #1: Expand Housing Choices

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

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

Analysis

The development proposes the construction of 186 residential units, including 19 LEMR units. The LEMR units are to be dispersed amongst strata units in two buildings. A Housing Agreement will be used to set maximum permitted rents and household income thresholds, the latter of which will be used to identify eligible tenants. The total residential floor area of the LEMR units is approximately 15,843 ft² (1,471.86 m²), making up 10 per cent of the total residential floor area of the project, being the minimum required outside of the City Centre. Should minor adjustments be made as a result of more detailed design, staff will ensure the total floor area of the LEMR units continues to uphold the 10 per cent required. A Housing Covenant

will be used to secure the noted floor area in addition to the minimum unit sizes, the location of LEMR units, and the allocation of parking spaces to the LEMR units.

Table 1 below summarizes components of the LEMR units that will be secured through the registration of the Housing Agreement and Housing Covenant. As it relates to the LEMR units, the project will provide 17 of the 19 units (89 per cent) as family-friendly units and all of the units will include Basic Universal Housing (BUH) design, supporting the ability of tenants to age in place. Overall, the amount, size and mix of LEMR units uphold the objectives of the Affordable Housing Strategy, the Official Community Plan and the Hamilton Area Plan.

Table 1: Summary of LEMR Unit Composition and Rent Limitations

Unit Type	Affordable Housing Strategy Requirements (1)			Project Details (2)	
	Min. Unit Area	Max. Rent Charge	Max. Household Income	Unit Mix	Basic Universal Housing (BUH)
Studio	37 m ² (400 ft ²)	\$811	\$34,650	-	-
1-bdrm	50 m ² (535 ft ²)	\$975	\$38,250	10% (2 units)	10% (2 units)
2-bdrm	69 m ² (741 ft ²)	\$1,218	\$46,800	58% (11 units)	58% (11 units)
3-bdrm	91 m ² (980 ft ²)	\$1,480	\$58,050	32% (6 units)	32% (6 units)
Total	N/A	N/A	N/A	19 units	100% (19 units)

(1) May be adjusted periodically as provided for under adopted City policy.

(2) Unit mix in the above table may be adjusted through the Development Permit Process provided that the total area comprises at least 10 per cent of the subject development's total residential building area.

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

The Applicant has agreed to the Terms and Conditions set out in the Agreement and to register notice of the Housing Agreement on Title.

Financial Impact

None.

Conclusion

A Housing Agreement is required as a means of securing 19 affordable housing units at 4651, 4671, 4691 Smith Crescent and 23301, 23321, 23361, 23381 Gilley Road. Council's adoption of the Housing Agreement (Affordable Housing) Bylaw No. 10512 will ensure the LEMR units are maintained, in perpetuity, in accordance with the objectives of the City of Richmond's Affordable Housing Strategy.

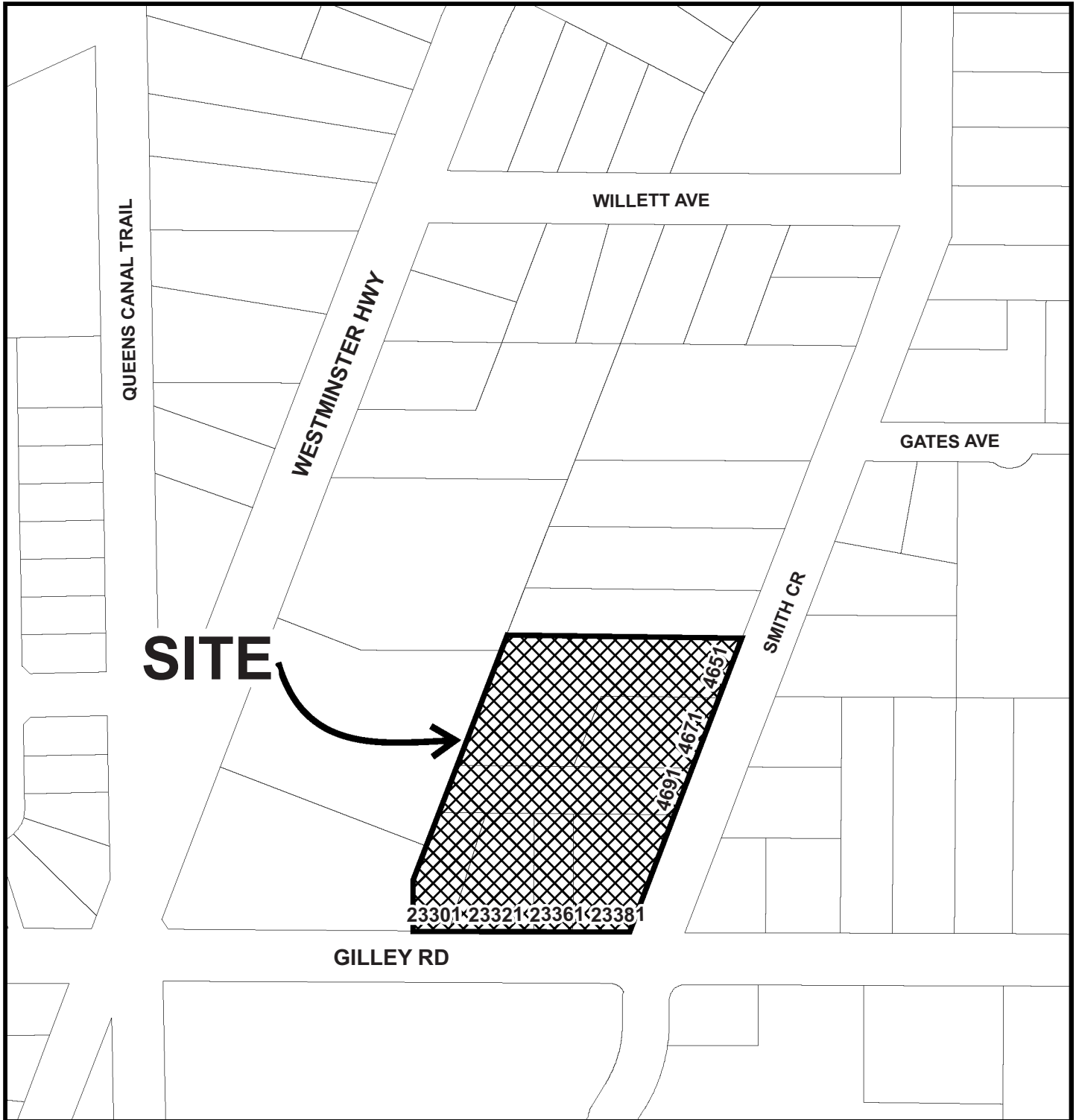


Sahara Shrestha
Planner 1, Affordable Housing
(604-247-4946)

Att. 1: Map of 4651, 4671, 4691 Smith Crescent, and 23301, 23321, 23361, 23381 Gilley Road



City of Richmond



4651, 4671 and 4691 Smith Cr
and 23301, 23321, 23361 and
23381 Gilley Road

Original Date: 10/19/23

Revision Date: 02/01/24

Note: Dimensions are in METRES



Housing Agreement (Affordable Housing)
(4651, 4671, 4691 Smith Crescent, and 23301, 23321, 23361,
23381 Gilley Road) Bylaw No. 10512

The Council of the City of Richmond enacts as follows:

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

P.I.D. 028-917-910
Lot 1 Section 36 Block 5 North Range 4 West New Westminster District Plan EPP22220
P.I.D. 011-323-299
Lot 46 Section 36 Block 5 North Range 4 West New Westminster District Plan 8421, Except Plans 41472 and EPP22220
P.I.D. 003-927-601
Lot 113 Section 36 Block 5 North Range 4 West New Westminster District Plan 41472
P.I.D. 003-976-327
Lot 125 Section 36 Block 5 North Range 4 West New Westminster District Plan 45199 Except Plan EPP55255
P.I.D. 005-143-357
Lot 64 Except: Part Subdivided by Plan 45199: Section 36 Block 5 North Range 4 West New Westminster District Plan 25116
P.I.D. 004-126-033
Lot 143 Section 36 Block 5 North Range 6 West New Westminster District Plan 49336
P.I.D. 008-709-734
Lot 65 Except: Part Subdivided by Plan 49336, Section 36 Block 5 North Range 4 West New Westminster District Plan 25116

- 2. This Bylaw is cited as "Housing Agreement (Affordable Housing) (4651, 4671, 4691 Smith Crescent, and 23301, 23321, 23361, 23381 Gilley Road) Bylaw No. 10512".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

Four horizontal lines for signatures and dates.

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

MAYOR

CORPORATE OFFICER

Bylaw 10512

Schedule A

To **Housing Agreement (Affordable Housing) (4651, 4671, 4691 Smith Crescent, and
23301, 23321, 23361, 23381 Gilley Road) Bylaw No. 10512**
HOUSING AGREEMENT BETWEEN MASKEEN (Hamilton) PROPERTIES CORP AND
CITY OF RICHMOND

HOUSING AGREEMENT
(Section 483 *Local Government Act*)

THIS AGREEMENT is dated for reference ___ day of _____, 2024.

BETWEEN:

MASKEEN (HAMILTON) PROPERTIES CORP.

(Incorporation No. BC1301260), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 308 – 6321 King George Blvd, Surrey, BC V3X 1G1

(“**Maskeen**”)

AND:

1164822 B.C. Ltd. (Incorporation No. BC1164822), a company duly incorporated under the laws of the Province of British Columbia and having its registered office at 2240 – 4871 Shell Road, Richmond, BC V6X 3Z6

(“**1164822**”, together with Maskeen, the “**Owner**”)

AND:

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

(the “**City**”)

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement shall have the meanings ascribed in Section 1.1;
- B. Section 483 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;

Housing Agreement (Section 483 *Local Government Act*)
4651, 4671, 4691 Smith Crescent, 23301, 23321, 23361 and 23381 Gilley Road
Application No. RZ 21-942276 Bylaw 10453
RZ Consideration # 16
Housing Agreement Bylaw 10512

- C. The Owner is the registered owner of the Lands (as hereinafter defined); and
- D. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing, pursuant to the Affordable Housing Strategy, on the terms and conditions set out in this Agreement,

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **“Affordable Housing Strategy”** means the Richmond Affordable Housing Strategy approved by the City on March 12, 2018, and containing a number of recommendations, policies, directions, priorities, definitions and annual targets for affordable housing, as may be amended or replaced from time to time;
- (b) **“Affordable Housing Unit”** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (c) **“Agreement”** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **“Building”** means any building constructed, or to be constructed, on the Lands, or a portion thereof, including each air space parcel into which the Lands may be Subdivided from time to time. For greater certainty, each air space parcel will be a Building for the purpose of this Agreement;
- (e) **“Building Permit”** means the building permit authorizing construction on the Lands, or any portion(s) thereof;
- (f) **“City”** means the City of Richmond;
- (g) **“City Solicitor”** means the individual appointed from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;
- (h) **“Common Amenities”** means all indoor and outdoor areas, recreational facilities and amenities that are designated for common use of all residential occupants of the Development, or all Tenants of Affordable Housing Units in the

Housing Agreement (Section 483 *Local Government Act*)
4651, 4671, 4691 Smith Crescent, 23301, 23321, 23361 and 23381 Gilley Road
Application No. RZ 21-942276 Bylaw 10453
RZ Consideration # 16

Development, through the Development Permit process, including without limitation visitor parking, the required affordable housing parking and electric vehicle charging stations, loading bays, bicycle storage, fitness facilities, outdoor recreation facilities, and related access routes;

- (i) **“CPI”** means the All-Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function;
- (j) **“Daily Amount”** means \$100.00 per day as of January 1, 2019 adjusted annually thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2019, to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, any calculation by the City of the Daily Amount in any particular year shall be final and conclusive;
- (k) **“Development”** means the mixed-use residential and commercial development to be constructed on the Lands;
- (l) **“Development Permit”** means the development permit authorizing development on the Lands, or any portion(s) thereof;
- (m) **“Director, Community Social Development”** means the individual appointed to be the Director, Community Social Development from time to time of the Community Services Department of the City and his or her designate;
- (n) **“Director of Development”** means the individual appointed to be the chief administrator from time to time of the Development Applications Division of the City and his or her designate;
- (o) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (p) **“Eligible Tenant”** means a Family having a cumulative annual income of:
 - (i) in respect to a studio unit, \$34,650.00 or less;
 - (ii) in respect to a one-bedroom unit, \$38,250.00 or less;
 - (iii) in respect to a two-bedroom unit, \$46,800.00 or less; or
 - (iv) in respect to a three or more bedroom unit, \$58,050.00 or less

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

- (q) **“Family”** means:
- (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (r) **“GST”** means the Goods and Services Tax levied pursuant to the Excise Tax Act, R.S.C., 1985, c. E-15, as may be replaced or amended from time to time;
- (s) **“Housing Covenant”** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the Land Title Act) charging the Lands from time to time, in respect to the use and transfer of the Affordable Housing Units;
- (t) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (u) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (v) **“Lands”** means certain lands and premises legally described as following:
- (i) P.I.D. 028-917-910, Lot 1 Section 36 Block 5 North Range 4 West New Westminster District Plan EPP22220;
 - (ii) P.I.D. 011-323-299, Lot 46 Section 36 Block 5 North Range 4 West New Westminster District Plan 8421, Except Plans 41472 and EPP22220;
 - (iii) P.I.D. 003-927-601, Lot 113 Section 36 Block 5 North Range 4 West New Westminster District Plan 41472;
 - (iv) P.I.D. 003-976-327, Lot 125 Section 36 Block 5 North Range 4 West New Westminster District Plan 45199 Except Plan EPP55255;

- (v) P.I.D. 005-143-357, Lot 64 Except: Part Subdivided by Plan 45199: Section 36 Block 5 North Range 4 West New Westminster District Plan 25116;
- (vi) P.I.D. 004-126-033, Lot 143 Section 36 Block 5 North Range 6 West New Westminster District Plan 49336; and
- (vii) P.I.D. 008-709-734, Lot 65 Except: Part Subdivided by Plan 49336, Section 36 Block 5 North Range 4 West New Westminster District Plan 25116,

and following the filing of Subdivision Plan EPP132823 will be consolidated legally described as:

- (viii) No PID, Lot A, Section 36 Block 5 North Range 4 West NWD Plan EPP132823,

as may be Subdivided from time to time, and including a Building or a portion of a Building;

- (w) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (x) **“LTO”** means the New Westminster Land Title Office or its successor;
- (y) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (z) **“Parking Operator”** means one of (i) the Owner, or (ii) an owner of any air space parcel formed by the registration of an air space subdivision plan in respect of the Lands or (iii) any other company or entity, to whom the Owner grants a long-term lease over all (and not only some) of the parking spaces in the Development in order to facilitate the use, operation and management of the parking spaces, and the Parking Operator may be related or unrelated to the Owner;
- (aa) **“Permitted Rent”** means no greater than:
 - (i) \$811.00 (exclusive of GST) a month for a studio unit;
 - (ii) \$975.00 (exclusive of GST) a month for a one-bedroom unit;
 - (iii) \$1,218.00 (exclusive of GST) a month for a two-bedroom unit; and
 - (iv) \$1,480.00 (exclusive of GST) a month for a three (or more) bedroom unit,

provided that, commencing January 1, 2019, the rents set out above shall be adjusted annually on January 1st of each year this Agreement is in force and effect, by a percentage equal to the percentage of the increase in the CPI for the period January 1 to December 31 of the immediately preceding calendar year. Commencing January 1st of the year following occupancy of the Building, in the event that, in applying the values set out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the foregoing cap on the increase to Permitted Rent to that permitted by the *Residential Tenancy Act* shall apply to the annual calculation of the maximum Permitted Rent independent of any exemption status of the Owner (i.e. non-profit housing society) or any change in Tenant. If there is a decrease in the CPI for the period January 1 to December 31 of the immediately preceding calendar year, the permitted rents set out above for the subsequent year shall remain unchanged from the previous year. In the absence of obvious error or mistake, any calculation by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (bb) **“Real Estate Development Marketing Act”** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (cc) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (dd) **“Residential Tenancy Regulation”** means the Residential Tenancy Regulation, B.C. Reg. 477/2003, together with all amendments thereto and replacements thereof;
- (ee) **“Senior”** means an individual who is of the age defined by the Council of the City as a “senior” for the purposes of City programs, at the time of this Agreement being defined at 55 years of age and older;
- (ff) **“Strata Property Act”** means the *Strata Property Act* S.B.C. 1998, Chapter 43, together with all amendments thereto and replacements thereof;
- (gg) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (hh) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and

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- (ii) “**Tenant**” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

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

ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this Article, "permanent residence" means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.4 The Owner agrees that notwithstanding that the Owner may otherwise be entitled, the Owner will not:
- (a) be issued with a Development Permit unless the Development Permit includes the Affordable Housing Units;
 - (b) be issued with a Building Permit unless the Building Permit includes the Affordable Housing Units; and
 - (c) occupy, nor permit any person to occupy any Dwelling Unit or any portion of any building, in part or in whole, constructed on the Lands and the City will not be obligated to permit final or provisional occupancy of any Dwelling Unit or building constructed on the Lands until all of the following conditions are satisfied:
 - (i) the Affordable Housing Units and related uses and areas have been constructed in accordance with this Agreement, the Housing Covenant, the Development Permit, the Building Permit, and any applicable City bylaws, rules or policies, to the satisfaction of the City;

- (ii) the Affordable Housing Units have received final building permit inspection granting provisional or final occupancy of the Affordable Housing Units; and
 - (iii) the Owner is not otherwise in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the Affordable Housing Units, any facilities for the use of the Affordable Housing units, including parking, and any shared indoor or outdoor amenities.
- 2.5 Notwithstanding anything to the contrary contained in the *Residential Tenancy Act* or the *Residential Tenancy Regulation*, the Owner will, for so long as the Affordable Housing Units remain located on the Lands, comply with sections 41 [Rent increases], 42 [Timing and notice of rent increases] and 43 [Amount of rent increase] of the *Residential Tenancy Act*, as such sections may be amended or replaced from time to time, with respect to rent increases for Tenants.

ARTICLE 3 DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

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

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- (a) includes the following provision:
- “By entering into this Tenancy Agreement, the Tenant hereby consents and agrees to the collection of the below-listed personal information by the Landlord and/or any operator or manager engaged by the Landlord and the disclosure by the Landlord and/or any operator or manager engaged by the Landlord to the City of Richmond (the “City”) and/or the Landlord, as the case may be, of the following personal information which information will be used by the City to verify and ensure compliance by the Owner with the City’s Affordable Housing Strategy, policies and requirements with respect to the provision and administration of affordable housing within the municipality and for no other purpose, each month during the Tenant’s occupation of the Affordable Housing Unit:
- (i) a statement of the total gross annual income once per calendar year from all sources (including employment, disability, retirement, investment, and other) of all members of the Tenant’s household who are 18 years of age and over and who reside in the Affordable Housing Unit;
 - (ii) the number of occupants of the Affordable Housing Unit;
 - (iii) the number of occupants of the Affordable Housing Unit 18 years of age and under;
 - (iv) the number of occupants of the Affordable Housing Unit who are Seniors; and
 - (v) the total income for all occupants of the Affordable Housing Unit;”
- (b) defines the term “Landlord” as the Owner of the Affordable Housing Unit; and
- (c) includes a provision requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement.

3.5 If the Owner sells or transfers the Affordable Housing Units, the Owner will notify the City Solicitor and the Director, Community Social Development of the sale or transfer within three (3) days of the effective date of sale or transfer.

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

- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;

- (c) the Owner will allow the Tenant and any permitted occupant and visitor to have full access to and use and enjoy all Common Amenities in the Development and will not Subdivide the Lands unless all easements and rights of way are in place to secure such use;
- (d) the Owner will not require the Tenant or any permitted occupant to pay any of the following:
 - (i) move-in/move-out fees;
 - (ii) strata fees;
 - (iii) strata property contingency reserve fees;
 - (iv) extra charges or fees for use of any Common Amenities, common property, limited common property, or other common areas, facilities or amenities, including without limitation parking, bicycle storage, electric vehicle charging stations or related facilities;
 - (v) extra charges for the use of sanitary sewer, storm sewer, or water; or
 - (vi) property or similar tax;

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

 - (vii) providing cable television, telephone, other telecommunications, or electricity fees (including electricity fees and charges associated with the Tenant's use of electrical vehicle charging infrastructure); and
 - (viii) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of construction of the Development), by or on behalf of the Tenant;
- (e) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;

- (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1.1(p) of this Agreement;
- (iii) the Affordable Housing Unit is occupied by more than the number of people the City determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
- (iv) the Affordable Housing Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent; and/or
- (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.7(g)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1.1(p) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.7(g)(ii) of this Agreement, termination shall be effective on the day that is six (6) months following the date that the Owner provided the notice of termination to the Tenant;

- (h) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and
 - (i) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.7 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- 3.8 The Owner shall not impose any age-based restrictions on Tenants of Affordable Housing Units, unless expressly permitted by the City in writing in advance.
- 3.9 The Owner acknowledges its duties not to discriminate with respect to tenancies and agrees to comply with the *Human Rights Code* (BC) with respect to tenancy matters, including tenant selection for the Affordable Housing Units.

**ARTICLE 4
DEMOLITION OF AFFORDABLE HOUSING UNIT**

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

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

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

**ARTICLE 5
STRATA CORPORATION BYLAWS**

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

- 5.5 No strata corporation shall pass any bylaws or approve any levies, charges or fees which would result in the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit paying for the use of parking, bicycle storage, electric vehicle charging stations or related facilities contrary to section 3.7(d). Notwithstanding the foregoing, the strata corporation may levy such parking, bicycle storage, electric vehicle charging stations or other related facilities charges or fees on all the other owners, tenants, any other permitted occupants or visitors of all the strata lots in the applicable strata plan which are not Affordable Housing Units; provided, however, that the electricity fees, charges or rates for use of electric vehicle charging stations are excluded from this provision
- 5.6 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any Common Amenities, common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of these facilities by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

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

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

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

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

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

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

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

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

7.2 No Compensation

The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its

successors in title which at any time may result directly or indirectly from the operation of this Agreement.

7.3 **Modification**

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

7.4 **Management**

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

The Owner further covenants and agrees that it will vote:

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

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

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

7.5 **Indemnity**

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

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;

- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands, arising out of or in connection, directly or indirectly, or that would not or could not have occurred “but for” this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.6 Release

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

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- (b) the City refusing to issue a development permit, building permit or refusing to permit occupancy of any Building, or any portion thereof, constructed on the Lands arising out of or in connection, directly or indirectly, or that would not or could not have occurred “but for” this Agreement; and/or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

7.7 Survival

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

7.8 Priority

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

7.9 City’s Powers Unaffected

This Agreement does not:

Housing Agreement (Section 483 *Local Government Act*)
4651, 4671, 4691 Smith Crescent, 23301, 23321, 23361 and 23381 Gilley Road
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- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

7.10 Agreement for Benefit of City Only

The Owner and the City agree that:

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

7.11 No Public Law Duty

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

7.12 Notice

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

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

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

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

7.13 Enuring Effect

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

7.14 Severability

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

7.15 Waiver

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

7.16 Sole Agreement

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

7.17 Further Assurance

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

7.18 Covenant Runs with the Lands

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

7.19 Equitable Remedies

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

7.20 No Joint Venture

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

7.21 Applicable Law

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

7.22 Deed and Contract

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

7.23 Joint and Several

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

7.23 Limitation on Owner's Obligations

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

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

MASKEEN (HAMILTON) PROPERTIES CORP.

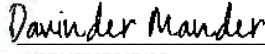
by its authorized signatory(ies):

Per: 
Name: Jagdip Sivia

Per: _____
Name: _____

1164822 B.C. LTD.

by its authorized signatory(ies):

DocuSigned by:
Per: 
Name: DBF443D3D61F46C...

Per: _____
Name: _____

CITY OF RICHMOND

by its authorized signatory(ies):

Per: _____
Malcolm D. Brodie, Mayor

Per: _____
Claudia Jesson, Corporate Officer

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

Appendix A to Housing Agreement

**STATUTORY DECLARATION
(Affordable Housing Units)**

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

I, _____ (full name),

of _____ (address) in the Province

of British Columbia, DO SOLEMNLY DECLARE that:

- I am the registered owner (the “Owner”) of the Affordable Housing Units;
or,
- I am a director, officer, or an authorized signatory of the Owner and I have personal knowledge of the matters set out herein;

This declaration is made pursuant to the terms of the Housing Agreement in respect of the Affordable Housing Units for each of the 12 months for the period from January 1, 20____ to December 31, 20____ (the “Period”);

Continuously throughout the Period:

- a) the Affordable Housing Units, if occupied, were occupied only by Eligible Tenants (as defined in the Housing Agreement); and
- b) the Owner of the Affordable Housing Units complied with the Owner’s obligations under the Housing Agreement and any housing covenant(s) registered against title to the Affordable Housing Units;

Appendix A to Statutory Declaration

Building Name:				Building Address:				Property Manager Name:								
Property Management Company:				Property Manager Email:				Property Manager Phone Number:								
Unit and Household Information								Income and Rent				Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.)				
Row #	Unit #	Unit Type (Studio, 1 Bed, 2 Bed, 3 Bed)	Number of Occupants (#)	Related to Owner (Yes/No) (Provide one response per occupant)	Total Number of Occupants 18 years and Under (#)	Total Number of Occupants who are "Seniors" as that term is defined in the Affordable Housing Agreement (#)	Starting Year of Tenancy	Before-tax Total Income(s) (If Occupant is 18 years & Over) (Provide one response per occupant)	Income Verification Received (Yes/No) (Provide one response per occupant)	Before-tax Total Income of All Occupants 18 years & Over	Rent (\$/Month)	Parking Fees	Move-in/Move-out Fees	Storage Fees	Amenity Usage Fees	Other Tenant Fees
0	EXAMPLE ONLY - 101	3 BR	4	No	1	1	2022	\$31,049	Yes	\$61,638	\$1,611.19	\$ -	\$ -	\$ -	\$ -	\$ -
				No				\$22,764	Yes							
				No				\$7,825	Yes							
				No												
1																
2																
5																

Continue rows as needed.

Housing Agreement (Section 483 Local Government Act)

4651, 4671, 4691 Smith Crescent, 23301, 23321, 23361 and 23381 Gilley Road
 Application No. RZ 21-942276 Bylaw 10453
 RZ Consideration # 16

Appendix A to Statutory Declaration

Building Name:				Building Address:				Property Manager Name:								
Property Management Company:				Property Manager Email:				Property Manager Phone Number:								
Unit and Household Information								Income and Rent				Fees Collected (For any fees charged, provide details and explanation regarding the fees to the City together with the Statutory Declaration.)				
Row #	Unit #	Unit Type (Studio, 1 Bed, 2 Bed, 3 Bed)	Number of Occupants (#)	Related to Owner (Yes/No) (Provide one response per occupant)	Total Number of Occupants 18 years and Under (#)	Total Number of Occupants who are "Seniors" as that term is defined in the Affordable Housing Agreement (#)	Starting Year of Tenancy	Before-tax Total Income(s) (If Occupant is 18 years & Over) (Provide one response per occupant)	Income Verification Received (Yes/No) (Provide one response per occupant)	Before-tax Total Income of All Occupants 18 years & Over	Rent (\$/Month)	Parking Fees	Move-in/Move-out Fees	Storage Fees	Amenity Usage Fees	Other Tenant Fees
0	EXAMPLE ONLY - 101	3 BR	4	No	1	1	2022	\$31,049	Yes	\$61,638	\$1,611.19	\$ -	\$ -	\$ -	\$ -	\$ -
				No				\$22,764	Yes							
				No				\$7,825	Yes							
				No												
1																
2																
5																

Continue rows as needed.

Housing Agreement (Section 483 *Local Government Act*)
 4651, 4671, 4691 Smith Crescent, 23301, 23321, 23361 and 23381 Gilley Road
 Application No. RZ 21-942276 Bylaw 10453
 RZ Consideration # 16



To: Planning Committee

Date: March 28, 2024

From: Wayne Craig
Director, Development

File: RZ 21-945388

Re: Application by Kenneth Kim Architecture Inc. for Rezoning at 6560 and 6580 Williams Road from “Single Detached (RS1/E)” Zone to “Low Density Townhouses (RTL4)” Zone

Staff Recommendation

That Richmond Zoning Bylaw 8500, Amendment Bylaw 10546, for the rezoning of 6560 and 6580 Williams Road from “Single Detached (RS1/E)” zone to “Low Density Townhouses (RTL4)” zone, be introduced and given first, second and third reading.

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

WC:ak
Att. 6

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

Staff Report

Origin

Kenneth Kim Architects Inc. on behalf of Capstone Living Ltd. (Director: Jeffrey Lin), has applied to the City of Richmond for permission to rezone 6560 and 6580 Williams Road from the “Single Detached (RS1/E)” zone to the “Low Density Townhouses (RTL4)” zone, to permit the development of eight townhouse units with vehicle access from Williams Road over a Statutory Right-of-Way for Public Rights-of-Passage (SRW PROP) through the neighbouring development at 6520 Williams Road. A location map and aerial photo are provided in Attachment 1.

A Development Permit application is required to further address the form and character of the proposed townhouse development. Conceptual development plans are provided for reference in Attachment 2.

Findings of Fact

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

Subject Site Existing Housing Profile

The subject site currently contains two single-family homes. The applicant has advised that there are no secondary suites and both homes are currently tenanted. The applicant has advised the tenants of the redevelopment plans and is committed to providing notice in keeping with the Residential Tenancy Act.

Surrounding Development

Existing development immediately surrounding the subject site is as follows:

- To the North: Across Williams Rd, two family dwellings fronting Williams Road, on lots zoned “Two-Unit Dwellings (RD1)”.
- To the South and East: Steveston London Secondary School, on a property zoned “School and Institutional Use (SI)”. A driveway to the school abuts the subject site to the east.
- To the West: A single family dwelling on a property zoned “Single Detached (RS1/E)” fronting Williams Road. This property at 6520 Williams Road is subject to separate rezoning (RZ 17-792242) and Development Permit (DP 21-936149) applications for an eight unit townhouse development which are pending final adoption and issuance. This development will provide shared vehicle access for the subject site from this property at 6520 Williams Road.

Related Policies & Studies

Official Community Plan

The subject site is located in the Blundell planning area and is designated “Neighbourhood Residential” in the Official Community Plan (OCP) (Attachment 4). The proposed rezoning for eight townhouses is consistent with the land use designation.

Arterial Road Policy

The Arterial Road Land Use Policy in the OCP directs appropriate townhouse development onto certain arterial roads outside the City Centre. The subject site is identified for “Arterial Road Townhouse” on the Arterial Road Housing Development Map and the proposal is generally consistent with the Townhouse Development Requirements under the Arterial Road Policy.

Floodplain Management Implementation Strategy

The proposed redevelopment must meet the requirements of the Richmond Flood Plain Designation and Protection Bylaw 8204. Registration of a flood indemnity covenant on Title is required prior to final adoption of the rezoning bylaw.

Public Consultation

A rezoning sign has been installed on the subject property. Staff have not received any comments from the public about the rezoning application in response to the placement of the rezoning sign on the property.

The Province has granted Royal Assent to Bill 44, Housing Statutes (Residential Development) Amendment Act, 2023. Bill 44 prohibits a Local Government from holding a Public Hearing on a residential rezoning bylaw that is consistent with the OCP. The proposed rezoning meets the conditions established in Bill 44 and is consistent with the OCP. Accordingly, City Council may not hold a Public Hearing on the proposed rezoning.

School District

This application was referred to School District No. 38 (Richmond) for general information and comment as the subject site is immediately adjacent to a School District property. In response to comments provided by School District staff, the report includes requirement of a legal agreement on Title to prohibit access from the development to the Steveston-London School District property during the construction project, or at completion by the owners/strata. Additional items to be addressed at the Development Permit stage include ensuring landscaping on the site will be maintained by the owners/strata and not impede sightlines for those accessing the School District site.

Analysis

Built Form and Architectural Character

The applicant proposes to consolidate the two properties into one development parcel, for a total net site area of 1,618.00 m². The proposal consists of eight three-storey townhouses arranged into two clusters. Five units front Williams Road and three units are located in the rear. One convertible unit will be provided in the front cluster and one secondary suite will be provided in the rear. The proposed building forms, heights and setbacks are in compliance with the design guidelines for arterial road townhouse developments.

The townhouse units are oriented around a single east-west driveway with access to the site from Williams Road through the east-abutting property at 5620 Williams Road. An outdoor amenity area will be situated at the southwest corner of the site. Detailed design and programming of the outdoor amenity area will be reviewed through the Development Permit process.

Existing Legal Encumbrances

There is an existing 3.0 m wide Statutory Right-of-Way (SRW) along the rear property line for the sanitary sewer. The applicant is aware that no construction or tree planting is permitted within the SRW area.

Transportation and Site Access

Access to Williams Road will be provided over an SRW through 6520 Williams Road as part of the adjacent rezoning application (RZ 17-792242). The rezoning application at 6520 Williams Road is at third reading and must be adopted prior to the adoption of the subject rezoning amendment bylaw. To ensure site access for the subject development, a legal agreement is to be registered on Title requiring the adoption of the adjacent rezoning bylaw or the securement of an alternative means of access, prior to the adoption of this subject rezoning.

A reciprocal SRW PROP is required to be registered on Title to permit the shared use of the subject site's internal drive aisle by vehicular traffic generated by the subject site and 6520 Williams Road.

Consistent with Richmond Zoning Bylaw 8500, a total of 16 resident vehicle parking spaces are provided within eight individual side-by-side garages, in addition to two visitor parking spaces. Also consistent with the parking requirements, 10 resident (Class 1) bicycle parking spaces and two visitor (Class 2) bicycle parking spaces are proposed on site.

A 0.6 m wide road dedication is required across the entire Williams Road frontage in order to accommodate the standard sidewalk and boulevard width. This road dedication is required prior to final adoption of the rezoning bylaw.

Tree Retention and Replacement

The applicant has submitted a Certified Arborist’s Report; which identifies on-site and off-site tree species, assesses tree structure and condition and provides recommendations on tree retention and removal relative to the proposed development. The Report assesses 16 bylaw-sized trees on the subject property and four trees on neighbouring, Richmond School District No. 38, property.

The City’s Tree Preservation Coordinator has reviewed the Arborist’s Report and supports the Arborist’s findings, with the following comments:

- Two trees (tag # 658 and 659), a Scotch pine with 53 cm dbh and a Zebrina cedar with 30 cm dbh, located on the development site are in poor condition and are not a good candidate for retention.
- One ash tree (tag# 665) of 32 cm dbh, is located in good condition but in conflict with the proposed driveway and is not suitable for relocation.
- 13 trees (tag# 655, 656, 657, 660, 661, 662, 663, 664, 666, 667, 668, 669 and 670), of various coniferous and deciduous species ranging from 22-90 cm dbh, located along the south and east sides of the development site are identified in a good condition and to be retained and protected as per Arborist Report recommendation.
- Four beech trees (tag # ci1, ci2, ci3, ci4), of 15 cm dbh, located on adjacent School District property are identified to be retained and protected.
- Replacement trees should be specified at 2:1 ratio as per the OCP.

Tree Replacement

The applicant wishes to remove three on-site trees (tag# 658, 659, 665). The 2:1 replacement ratio would require a total of six replacement trees. The required replacement trees are to be of the following minimum sizes, based on the size of the trees being removed as per Tree Protection Bylaw No. 8057.

No. of Replacement Trees	Minimum Caliper of Deciduous Replacement Tree	Minimum Height of Coniferous Replacement Tree
6	8 cm	4 m

The applicant’s preliminary Landscape Plan (Attachment 2) proposes to plant 11 trees on-site. As part of the Development Permit application review process, the number and species of proposed replacement trees is to be refined and additional planting opportunities are to be further examined where appropriate. To ensure that the replacement trees are planted and maintained on-site, the applicant is required to submit a Landscape Security prior to DP issuance in the amount of 100 per cent of a cost estimate prepared by the Registered Landscape Architect (including installation and 10 per cent contingency).

Tree Protection

The applicant is committed to retain and protect 13 trees on-site and four trees off-site on the east adjacent property.

The applicant has submitted a tree protection plan showing the trees to be retained and the measures taken to protect them during development stage (Attachment 5).

To ensure that the trees identified for retention are protected at development stage, the applicant is required to complete the following items:

- Prior to final adoption of the rezoning bylaw, submission to the City of a contract with a Certified Arborist for the supervision of all works conducted within or in close proximity to tree protection zones. The contract must include the scope of work required, the number of proposed monitoring inspections at specified stages of construction, any special measures required to ensure tree protection, and a provision for the arborist to submit a post-construction impact assessment to the City for review.
- Prior to final adoption of the rezoning bylaw, submission to the City of a Tree Survival Security in the amount of \$122,880.00 to ensure that the 13 on-site trees (tag# 655, 656, 657, 660, 661, 662, 663, 664, 666, 667, 668, 669 and 670), identified for retention, will be protected. No Tree Survival Security will be returned until the post-construction assessment report, confirming the protected trees survived the construction, prepared by the Arborist, is reviewed by staff.
- Prior to demolition of the existing dwelling on the subject site, installation of tree protection fencing around all trees to be retained. Tree protection fencing must be installed to City standard in accordance with the City's Tree Protection Information Bulletin Tree-03 prior to any works being conducted on-site, and remain in place until construction and landscaping on-site is completed.

Housing Type and Tenure

The proposed development is a market townhouse development. Consistent with OCP policy respecting townhouse and multi-family housing development projects and in order to maximize potential rental and housing opportunities throughout the City, the applicant has agreed to register a restrictive covenant on Title prior to rezoning bylaw adoption, prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.

Affordable Housing Strategy

The City of Richmond's Affordable Housing Strategy seeks cash-in-lieu (CIL) contributions to the City's Affordable Housing Reserve Fund when considering rezoning applications with 60 or fewer dwelling units. In this case, the contribution requirement is \$125,395.20 (\$12.00 per buildable square foot) and must be provided to the City prior to final adoption of the rezoning bylaw. The applicant has also voluntarily proposed the inclusion of one studio secondary suite (approx. 29.26 m² in area) within the development.

Market Rental Housing Policy

The City of Richmond's Official Community Plan establishes a policy framework for the provision of market rental housing. Townhouse rezoning applications are to provide a CIL. In this case, the contribution requirement is \$27,691.44 (\$2.65 per buildable square foot) and must be provided to the City prior to final adoption of the rezoning bylaw.

Energy Efficiency

Consistent with the City's Energy Step Code requirements, the project architect has confirmed that the applicable Energy Step Code performance targets have been considered in the proposed design. The proposal is anticipated to achieve Step 3 of the Energy Step Code with EL-4 and a confirmation letter has been provided on file. Further details on how the proposal will meet this commitment will be reviewed as part of the Development Permit and Building Permit application review process.

Amenity Space

The outdoor amenity space is proposed to be situated at the southwest corner of the site. Based on the preliminary design, the total area of the proposed outdoor amenity space at 63.5 m². Staff will work with the applicant at Development Permit stage to ensure the design of the outdoor amenity space meets the Development Permit Guidelines.

The applicant is proposing a cash contribution in lieu of providing the required indoor amenity space on-space. The total cash contribution required for the proposed eight-unit townhouse development is \$16,528.00 based on \$2,066.00 per unit as per the current OCP rate and must be provided prior to rezoning adoption.

Development Permit Application

Prior to final adoption of the rezoning bylaw, a Development Permit application is required to be processed to a satisfactory level. Through the Development Permit, the following items are to be further examined:

- Compliance with Development Permit Guidelines for multiple-family projects in the OCP.
- Confirmation that all aging-in-place and convertible unit features have been incorporated into the dwelling design.
- Review of the new hydrant location on-site.
- Review of the proposed exterior building material and colour palette.
- Review of the size and species of on-site trees to ensure bylaw compliance and to achieve an acceptable mix of coniferous and deciduous species on-site.
- Refinement of landscape design to optimize replacement tree planting on-site and to maximize permeable surface areas.
- Review of acoustical and thermal reports and recommendations prepared by an appropriate registered professional, demonstrating that the interior noise levels and noise mitigation standards comply with the City's Official Community Plan and Noise Bylaw requirements.
- Ensure an appropriate interface with the school site to the east and south including:
 - Confirming fence details and that no direct access to the School District property is being provided.
 - Ensuring that landscaping on the subject site does not impede sightlines for those accessing the School District property and does not impact the School property.
- Refinement of the outdoor amenity area design, including the choice of play equipment, to create a safe and vibrant environment for children's play and social interaction.

- Review of the sustainability strategy for the development proposal.

Site Servicing and Frontage Improvements

Prior to final adoption of the rezoning bylaw, the applicant is required to enter into a Servicing Agreement for the design and construction of the required site servicing and frontage works, as described in Attachment 6.

The developer is also required to pay Development Cost Charges (DCCs) (City and GVS & DD), School Site Acquisition Charge and Address Assignment Fee.

Financial Impact or Economic Impact

The rezoning application results in an insignificant Operational Budget Impact (OBI) for off-site City infrastructure (such as roadworks, waterworks, storm sewers, sanitary sewers, street lights, street trees and traffic signals).

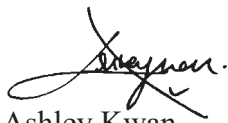
Conclusion

This application is to rezone 6560 and 6580 Williams Road from the “Single Detached (RS1/E)” zone to “Low Density Townhouses (RTL4)” zone, to permit the development of eight townhouse units with vehicle access from Williams Road over a Statutory Right-of-Way for Public Rights-of-Passage (SRW PROP) through the neighbouring development at 6520 Williams Road.

The proposed rezoning and ensuing development of the site is generally consistent with the land use designations and applicable policies contained in the Official Community Plan (OCP) for the subject site. Further review of the project design will be completed as part of the Development Permit application review process.

The list of rezoning considerations is included in Attachment 6, which has been agreed to by the applicant (signed concurrence on file).

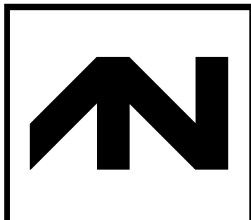
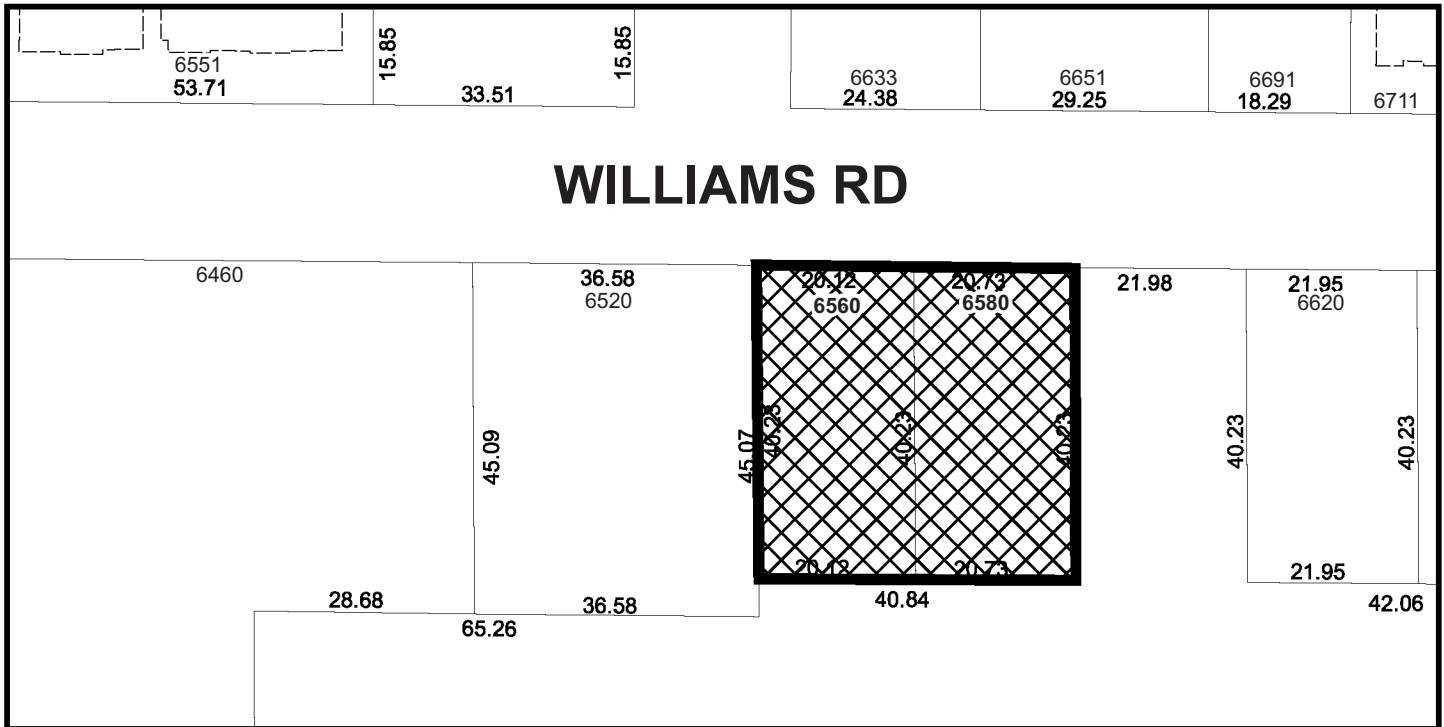
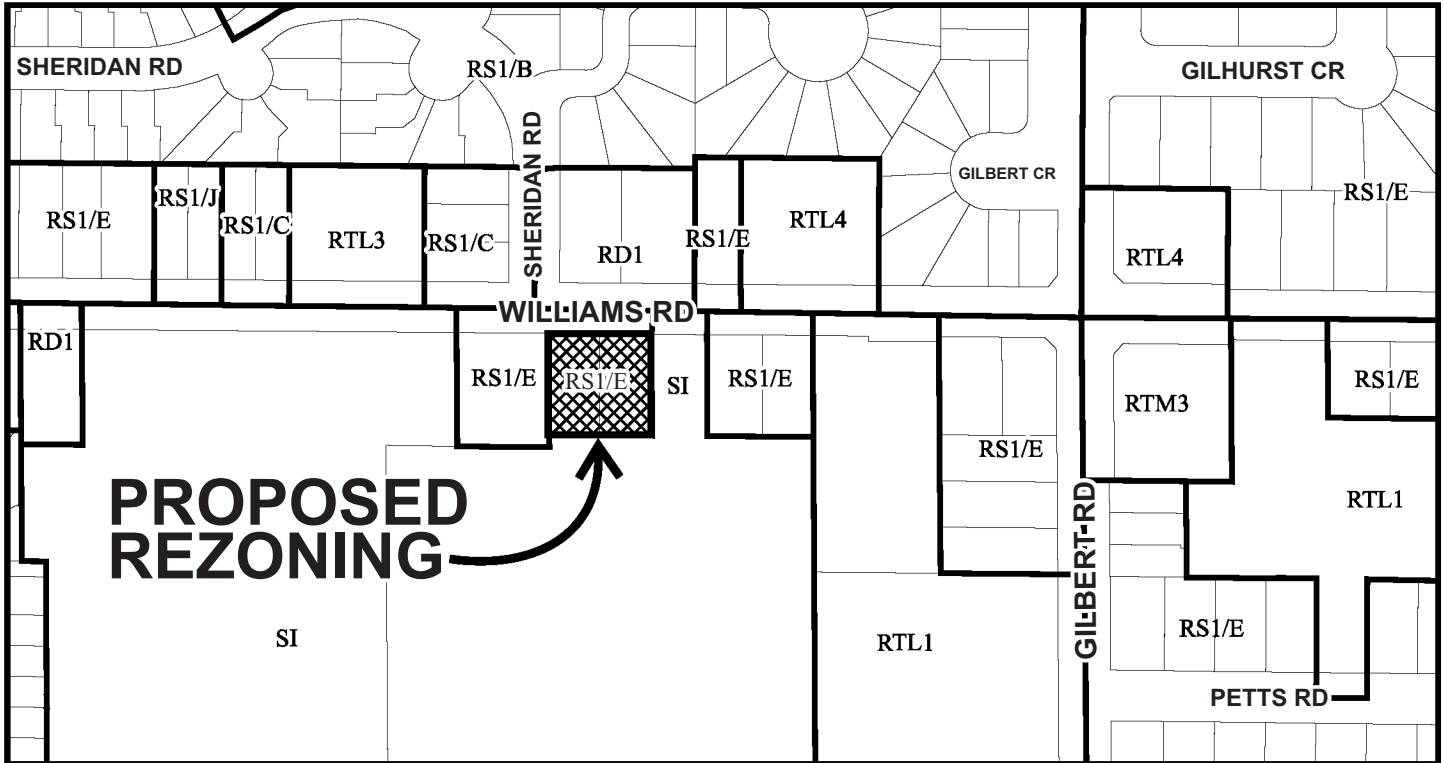
It is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 10546 be introduced and given first, second and third reading.



Ashley Kwan
Planner 1
(604-276-4173)

AK:js

- Att. 1: Location Map
2: Conceptual Development Plans
3: Development Application Data Sheet
4: Blundell Area Plan
5: Tree Management Plan
6: Rezoning Considerations



RZ 21-945388

Original Date: 12/16/21

Revision Date:

Note: Dimensions are in METRES



City of Richmond



RZ 21-945388

Original Date: 12/16/21

Revision Date:

Note: Dimensions are in METRES

8-UNIT TOWNHOUSE DEVELOPMENT 6560 & 6580 WILLIAMS RD

PROJECT DATA

Civic Address	6560 Williams Road, Richmond BC
Legal Description	6580 Williams Road, Richmond BC Lot 19, Block 4N, Plan NWP2857, Section 31, Range 6N, New Westminster Land District Lot 20, Block 4N, Plan NWP2857, Section 31, Range 6N, New Westminster Land District
PID	006-988-351 003-490-769
Lot Area	Combined: 1,642.50 sm (17,679.73 sq ft)
Dedications	0.6m Sidewalk Dedication - 24.50 sm (263.72 sq ft)
Net Lot Area	1,618.00 sm (17,416.01 sq ft)

Existing	Proposed
Land Uses	Single-family Townhouses
OCF Designation	Neighbourhood Residential
Zoning	RLT 1 Low Density Townhouses
Number of Units	8

On Future Development Site	Bylaw Requirement	Proposed	Variance
Floor Area Ratio	Max. 0.60	0.600	None
Buildable Floor Area (sf)	Max. 10,493.6 sf	10,457.7 sf (Current version)	None
Lot Coverage (% of Net Site Area)	Building: Max. 40%	Building: Max. 40% (37% Currently)	None
	Non-porous Surfaces: Max. 65%	Non-porous Surfaces: Max. 65% (64% Currently)	None
	Live Landscaping: Min. 25%	Live Landscaping: Min. 25% (32% Currently)	None
Lot Size (sm)	None	1,618.00 sm	None
Lot Dimensions (m)	Width: 40h	Width: 40.8 m	None
Setbacks (m)	Front: Min. 6.0m	Front: 6.0m	None
	Rear: Min. 3.0m	Rear: Min. 3.0m (4.24m Currently)	None
	Interior Side: Min. 3.0m	Interior Side: Min. 3.0m (3.25m Currently)	None
Height (m)	Max. 12.0m	Max. 12.0m (11.67m Currently)	None
Off-street Parking	16 Residents (2 per unit) + 2 Visitor (0.2 per unit)	18 (16 Residents + 2 Visitor)	None
Small Parking	None if fewer than 31	None	None
Tandem Parking	Max. 50%	None	None
Accessible Parking	None	None	None
EV charging	100% of resident parking spaces	100% of resident parking spaces	None
Bicycle Parking	Min. 7 Horizontal Class 1 + 3 Vertical Class (11.25 per unit) + Min. 2 Class 2 (0.2 per unit)	0 Horizontal Class 1 + 5 Vertical Class 1 + 2 Class 2	None
Amenity Space - Indoor	Min. 538 sf	None	Pay-in-lieu
Amenity Space - Outdoor	Min. 581 sf	684 sf with Child-play Area	None

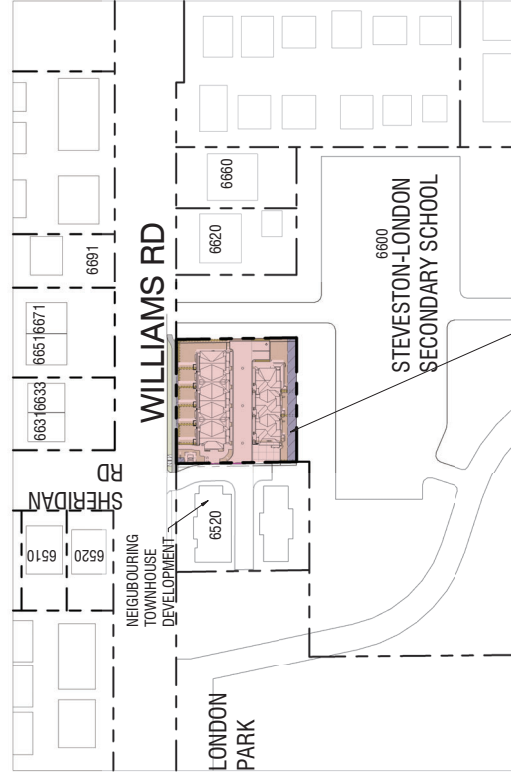
Average Grade Calculation		
Point Location	Existing Grade (m)	Proposed Grade (m)
01 South	0.99	0.99
02 West	1.26	1.45
03 Northwest	1.27	1.27
04 North	1.35	1.20
05 Northeast	1.06	1.27
06 East	1.05	1.40
07 Southeast	0.97	0.97
08 South	1.08	1.08
09 Building B Southwest	0.95	1.35
10 Building B Northwest	0.94	1.60
11 Building B Southeast	1.20	1.55
12 Building B Northeast	1.20	1.15
13 Building A Southwest	1.48	1.60
14 Building A Northwest	1.44	1.55
15 Building A Southeast	1.50	1.50
16 Building A Northeast	1.02	21.48
Total		1.943

Ground Floor Interior Elevation Calculation	
Highest Point of Crown of Adjacent Street	1.47 m
Flood Protection Requirements for L1 Living Space	0.3 m
Established L1 Interior Elevation for Living Space	1.77 m



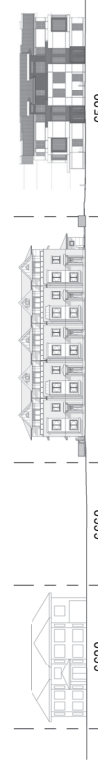
AERIAL PHOTO

SUBJECT SITE:
6560 & 6580 WILLIAMS ROAD



CONTEXT PLAN
N.T.S.

SUBJECT SITE:
6560 & 6580 WILLIAMS ROAD



STREETSCAPE ELEVATION (WILLIAMS RD)
N.T.S.

SUBJECT SITE
6560 & 6580 WILLIAMS ROAD

**Kenneth Kim
Architecture Inc.**
17879 91st E, Suite 200
Richmond, BC V6V 1K1

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Project File
8-UNIT TOWNHOUSE
6560 & 6580 Williams Road, Richmond BC.

Consultants
Civil: West Engineering Services Ltd.
4150 160th Street, Richmond BC V6V 1K1
Tel: 604-273-8888
Fax: 604-273-8889
Email: info@westeng.com

Landowner:
PMCS Laminated Architectures Ltd.
1000 10th Street, Richmond BC V6V 1K1
Tel: 604-273-4111 Ext 116
Email: admin@pmcs.com

Architect:
West Consulting Architects
1000 10th Street, Richmond BC V6V 1K1
Tel: 604-273-2555
Fax: 604-273-2556
Email: admin@westconsulting.com

Electrical:
Electrical Engineering Ltd.
1000 10th Street, Richmond BC V6V 1K1
Tel: 604-273-2555
Fax: 604-273-2556
Email: admin@electricaleng.com

MEP:
MEP Engineering Services Ltd.
1000 10th Street, Richmond BC V6V 1K1
Tel: 604-273-2555
Fax: 604-273-2556
Email: admin@mepe.com

Structural:
Structural Engineering Ltd.
1000 10th Street, Richmond BC V6V 1K1
Tel: 604-273-2555
Fax: 604-273-2556
Email: admin@structeng.com

No.	Date	Revision
1	Feb 2, 2024	DP Revision 1
2	Feb 2, 2024	DP Revision 2
3	Oct 2, 2023	Planning Revision 1
4	Nov 14, 2023	Planning Revision 2
5	Nov 14, 2023	Planning Submission

PROJECT SUMMARY & CONTEXT

Permit No.:	Feb 28, 2024
Drawn:	CL
Checked:	KK
Scale:	

Sheet No. **A1.1**
Date: _____



**Kenneth Kim
Architecture Inc.**
1. 781.791.9810 | f. 604.860.0775
2112233 West Broadway
Newwest, B.C. V6V 1E4

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KENNETH KIM ARCHITECTURE INC.

Project Title

**8-UNIT
TOWNHOUSE**
6500 & 6508 Williams Road,
Richmond BC.

Consultants

City:
Westay Engineering Services Ltd.
1000 Westay Road
Burnaby, B.C. V5B 4E1
Tel: 604-293-8888
Email: info@westay.com

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Burnaby, B.C. V5B 4E1
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Email: landscaping@pmclandscaping.com

Accountant:
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Email: accounts@westay.com

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Email: structural@westay.com

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Email: surveying@westay.com

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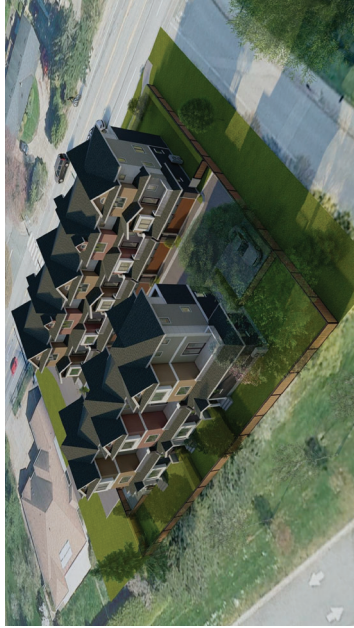
Site Plan:
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SCHOOLYARD VIEW LOOKING NORTHWEST (BUILDING B REAR)



DRIVEWAY VIEW LOOKING SOUTHEAST (BUILDING B FRONT)



AERIAL VIEW LOOKING NORTHWEST



STREET VIEW LOOKING SOUTHEAST (BUILDING A FRONT)



DRIVEWAY VIEW LOOKING NORTHEAST (BUILDING A REAR)



AERIAL VIEW LOOKING SOUTHWEST

PERSPECTIVES

No.	Date	Revision
1.	Feb 2, 2024	DP Revision 1
2.	Oct 2, 2023	Planning Revision 2
3.	Nov 1, 2023	Planning Revision 1
4.	Nov 1, 2023	Planning Submission

File Path:	
Print Code:	Feb 28, 2024
Drawn:	CL
Checked:	KK
Scale:	

A1.2



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**8-UNIT
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Email: info@pmk.ca
Architect: Kenneth Kim Architecture Inc.
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Email: info@pmk.ca

Fire: Fire Engineering Services Ltd.
1000-1100 3rd Ave. S.E.
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Email: info@pmk.ca
Energy: Energy Engineering Services Ltd.
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Survey: Survey Engineering Services Ltd.
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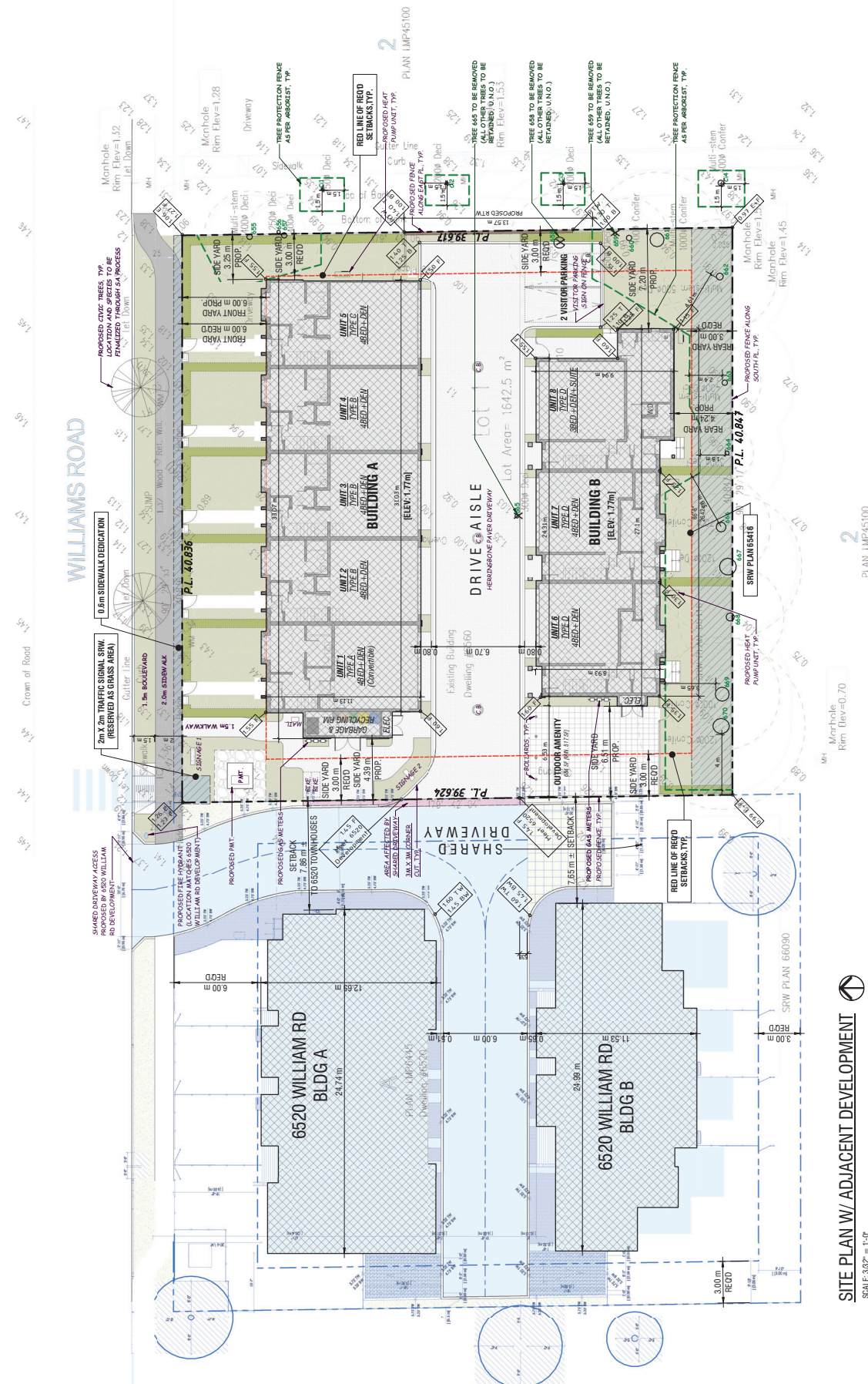
No.	Date	Revision
1	Feb 2, 2024	DP Revision 1
2	Feb 2, 2024	Posting Revision 2
3	Feb 2, 2024	Posting Revision 3
4	Feb 2, 2024	Posting Revision 4
5	Feb 2, 2024	Posting Revision 5

**SITE PLAN W/
ADJACENT
DEVELOPMENT**

File Number:
Permit:
Date: Feb 28, 2024
Drawn: CL
Checked: KK
Scale:
Date Plotted:

PLAN IMP-45100

A1.8



SITE PLAN W/ ADJACENT DEVELOPMENT
SCALE 3/8" = 1'-0"



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THE DRAWINGS SHALL BE USED FOR THE PROPOSED DEVELOPMENT ONLY. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DRAWINGS SHALL NOT BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF KKA.

**8-UNIT
TOWNHOUSE**
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Email: westeng@westeng.com

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Burnaby, B.C. V5E 4E1
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Email: pml@pml.com

Alcohol: A&S Consulting Architects
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Email: aands@consultingarchitects.com

Electrical: Electrical Engineering Ltd.
100-10100 101st St.
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Email: electrical@electricaleng.com

MEP: CTS Traffic Engineering Specialists
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Email: cts@cts.com

Structural: Arroyo Lines Surveying Ltd.
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Email: arroyo@arroyolines.com

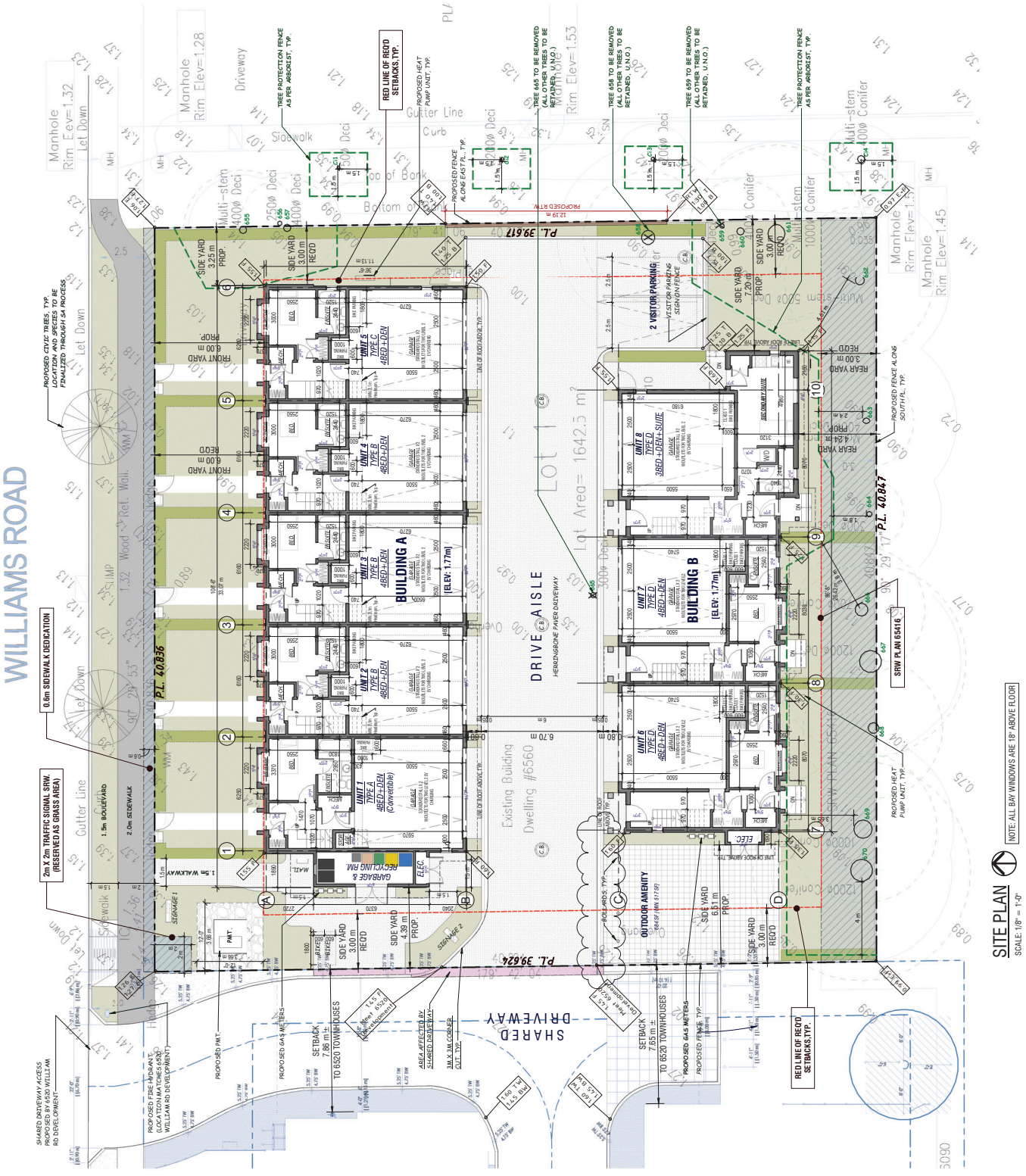
Revision

No.	Date	Description
1	Feb 2, 2024	Issue for Review
2	Feb 2, 2024	Issue for Review
3	Feb 2, 2024	Issue for Review
4	Feb 2, 2024	Issue for Review
5	Feb 2, 2024	Issue for Review

**SITE PLAN/1ST
FL. PLAN**

File Number:
Permit Code: Feb 28, 2024
Drawn: CL
Checked: RK
Scale: 1/8" = 1'-0"

Day No. **A2.1**



- REVISION NOTE:**
- DRIVE AISLE WIDENED TO 6.7M AS PER BY-LAW, AND VISITOR PARKING SHIFTED 0.2M ACCORDINGLY
 - GRADE TIE-INS AROUND END OF DRIVEWAY VISITOR PARKING AREA
 - TREE 659 (POOR CONDITION) IS REMOVED DUE TO VISITOR PARKING BEING SLIGHTLY TOO CLOSE
 - BIKE PARKING UPDATED AS PER BY-LAW
 - PMT. SHIFTED 1 FOOT SOUTHWARD TO ALLOW SMALL HEDGE ON THE NORTH
 - NEW 1.5M WALKWAY NEAR UNIT 1
- DESIGN NOTE:**
- ALL DRAINAGE SHALL BE MANAGED ON SITE
 - ADJACENT TO SUPERVISE:
 - 655, 657, 663, 664, 666, 667, 668, 669, 670
 - LANDSCAPING WITHIN THE TPZ OF TREES: 655, 656, 657, 660, 661, 662, 663, 664, 666, 667, 668, 669, 670
 - INSTALLATION OF SAM SERVICE INSIDE TPZ OF TREE 670- TO BE BY HAND OR HYDROVAC ONLY
- GENERAL NOTE:**
- ALL UNITS SHALL HAVE AGING IN PLACE FEATURES, E.G. INCLUSION OF BLOCKING TO BATHROOMS FOR INSTALLATION OF GRAB-BARS; PROVISION OF BLOCKING TO STAR WALKS TO ACCOMMODATE LIFT INSTALLATION AT A FUTURE DATE, AND ADDITION OF LEVEL DOOR HANDLES.
 - THIS IS A CONVERTIBLE UNIT W/ CONVERTIBLE FEATURES AS PER CLEARANCE, BATHROOM CLEARANCE, PROVISIONS (SEE LEFT).

CNCL - 258

SITE PLAN
SCALE: 1/8" = 1'-0"
NOTE: ALL BAY WINDOWS ARE 1P ABOVE FLOOR



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**8-UNIT
TOWNHOUSE**
6500 & 6580 Williams Road,
Richmond, B.C.

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Vancouver, B.C. V6J 4E1
Electrical: M. J. S. Engineering Ltd.
1000 West Broadway
Vancouver, B.C. V6B 4Y4
Landscaping: PMK Landscape Architects Ltd.
1000 West Broadway
Vancouver, B.C. V6B 4Y4
Mechanical: C/O M. J. S. Engineering Ltd.
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Vancouver, B.C. V6J 4E1
Structural: M. J. S. Engineering Ltd.
4550 Keele Street
Vancouver, B.C. V6J 4E1
Water: M. J. S. Engineering Ltd.
4550 Keele Street
Vancouver, B.C. V6J 4E1

Contractors
General Contractor: M. J. S. Engineering Ltd.
4550 Keele Street
Vancouver, B.C. V6J 4E1
Mechanical: M. J. S. Engineering Ltd.
4550 Keele Street
Vancouver, B.C. V6J 4E1
Electrical: M. J. S. Engineering Ltd.
4550 Keele Street
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No.	Date	Revision
1	Feb 2, 2024	IP Revision 1
2	Oct 2, 2023	Permitting Revision 2
3	Apr 10, 2023	Permitting Revision 1
4	Nov 6, 2022	Permitting Submission

**UPPER FLOOR
PLANS**

File Number:

Print Date: Feb 29, 2024

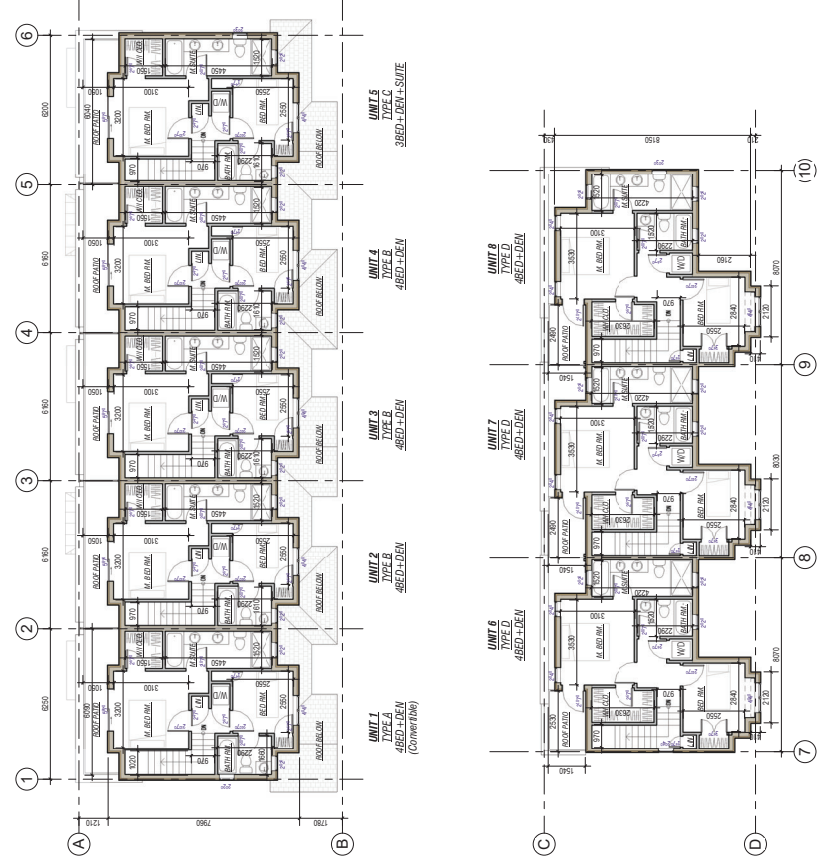
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Checked: KK

Scale:

Drawn By:

A2.2



3rd FLOOR PLAN
SCALE: 1/8" = 1'-0"
[NOTE: ALL BAY WINDOWS ARE 18" ABOVE FLOOR.]



2nd FLOOR PLAN
SCALE: 1/8" = 1'-0"
[NOTE: ALL BAY WINDOWS ARE 18" ABOVE FLOOR.]



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Project Title
**8-UNIT
TOWNHOUSE**
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1004 1182 3rd Street, Dr.
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Email: info@pmclandscape.com

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MEP:
CDS Utility Engineering Specialists
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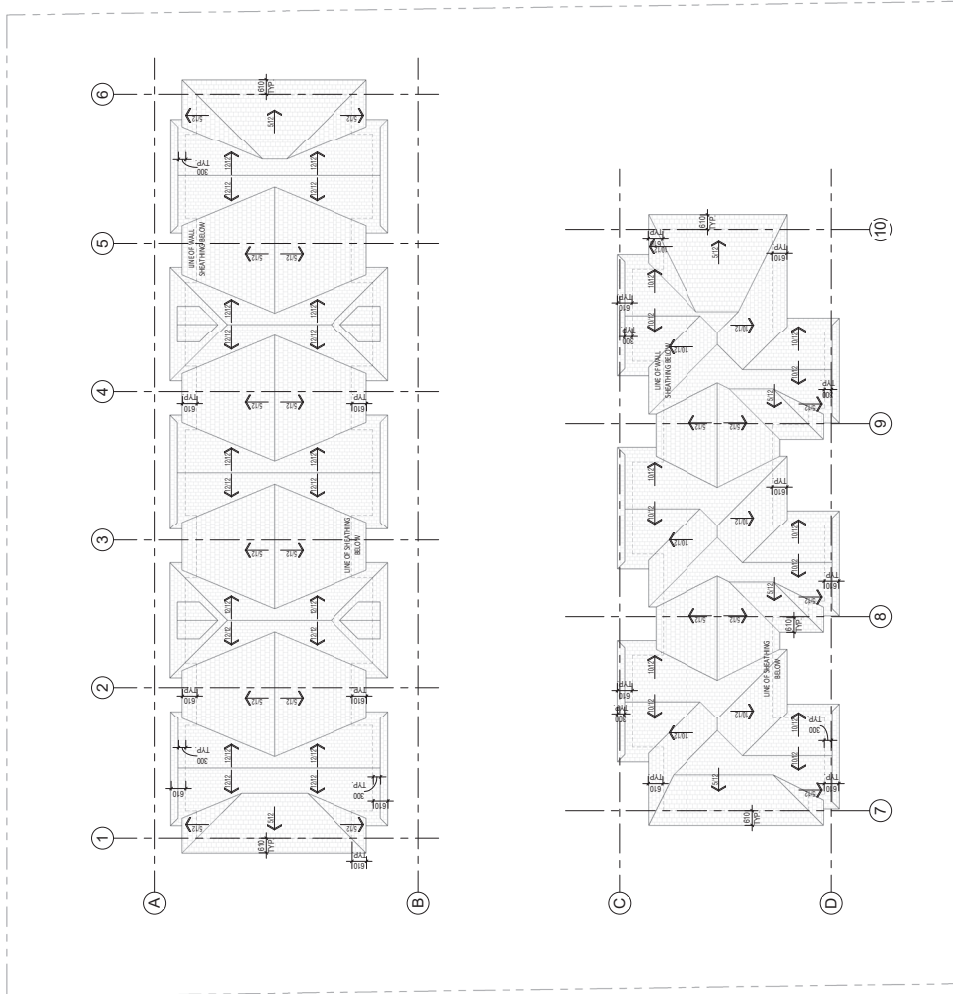
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Email: info@surveylines.com

No.	Date	Revision
1		IFB 2.3024 - DP Revision 1
2		IFB 2.3024 - Planning Revision 2
3		IFB 2.3024 - Planning Revision 3
4		IFB 2.3024 - Planning Submission

Roof Title
ROOF PLAN

File Number:
P1111006
Drawn: Feb 28, 2024
Checked: CL
Scale: KK
Drawn by:

A2.3



ROOF PLAN
SCALE: 1/8" = 1'-0"



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Richmond, BC V6V 6T4

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**8-UNIT
TOWNHOUSE**
6550 & 6580 Williams Road,
Richmond BC.

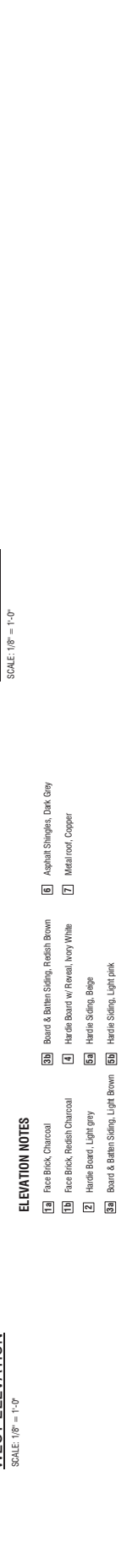
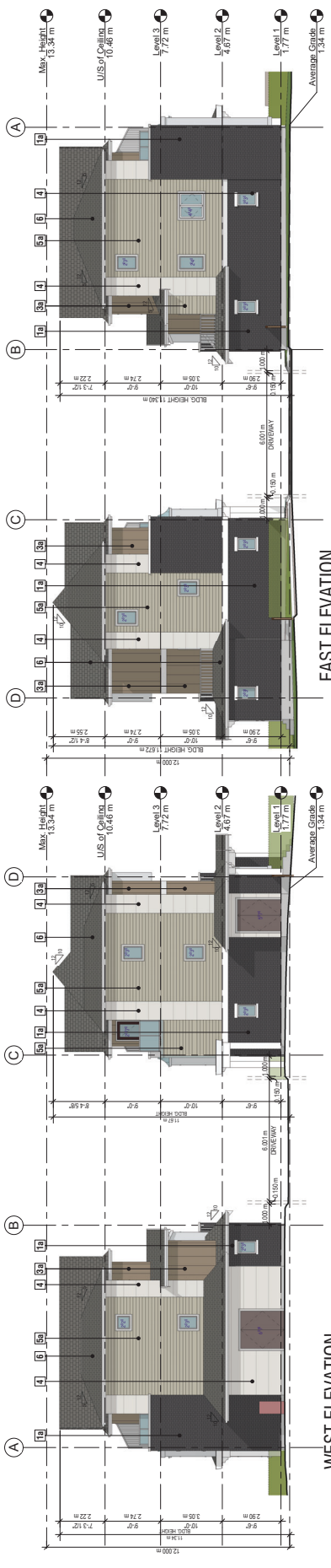
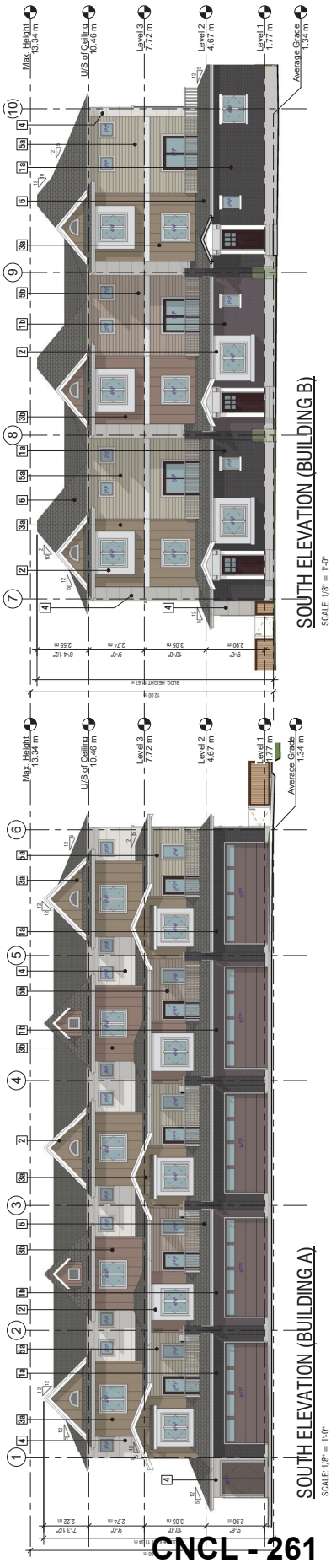
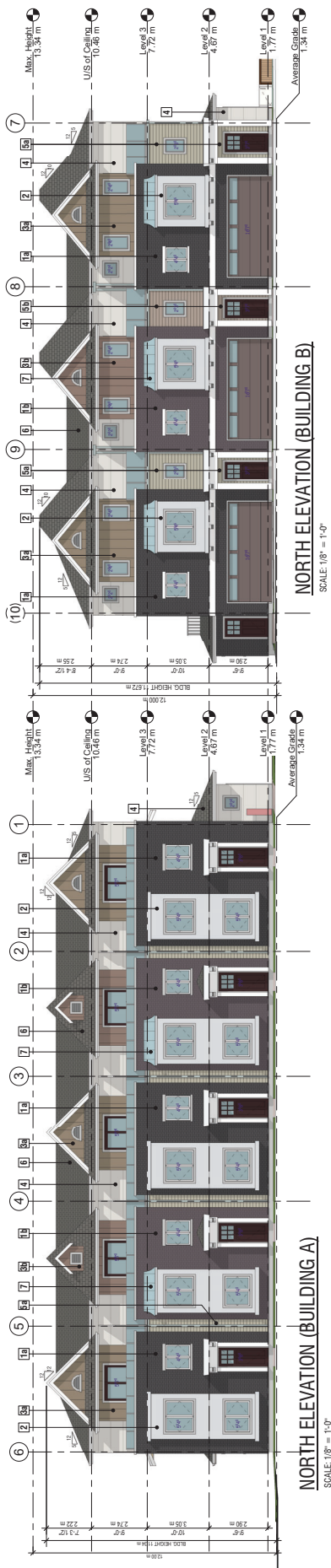
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No.	Date	Revision
1	2024.02.28	IP Revision 1
2	2024.02.28	Revised Section 2
3	2024.02.28	Revised Section 1
4	2024.02.28	Revised Section 3

ELEVATIONS
Scale: 1/8" = 1'-0"

File number:	
Print code:	Feb. 28, 2024
Drawn:	CL
Checked:	KK
Scale:	
Day No.:	

A3.1



- ELEVATION NOTES**
- 1 Face Brick, Charcoal
 - 2 Face Brick, Reddish Charcoal
 - 3 Hardie Board, Light grey
 - 4 Board & Batten Siding, Light pink
 - 5 Board & Batten Siding, Reddish Brown
 - 6 Asphalt Shingles, Dark Grey
 - 7 Metal roof, Copper
 - 8 Hardie Board w/ Reveal, Ivory White
 - 9 Hardie Siding, beige
 - 10 Hardie Siding, Light pink



RZ 21-945388

Attachment 3

Address: 6560 and 6580 Williams Road

Applicant: Kenneth Kim Architecture Inc.

Planning Area(s): Blundell Area Plan

	Existing	Proposed
Owner:	Capstone Living Ltd.	No Change
Site Size (m²):	1,642.50 m ²	1,618.00 m ²
Land Uses:	Single-family	Townhouses
OCP Designation:	Neighbourhood Residential	No Change
Zoning:	Single Detached (RS1/E)	Low Density Townhouses (RTL4)
Number of Units:	Two Single-Family Dwelling	Eight Townhouses + One Secondary Suite

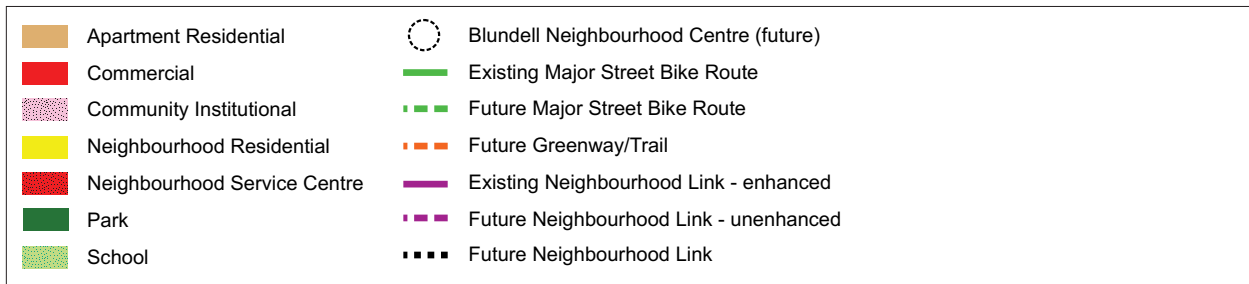
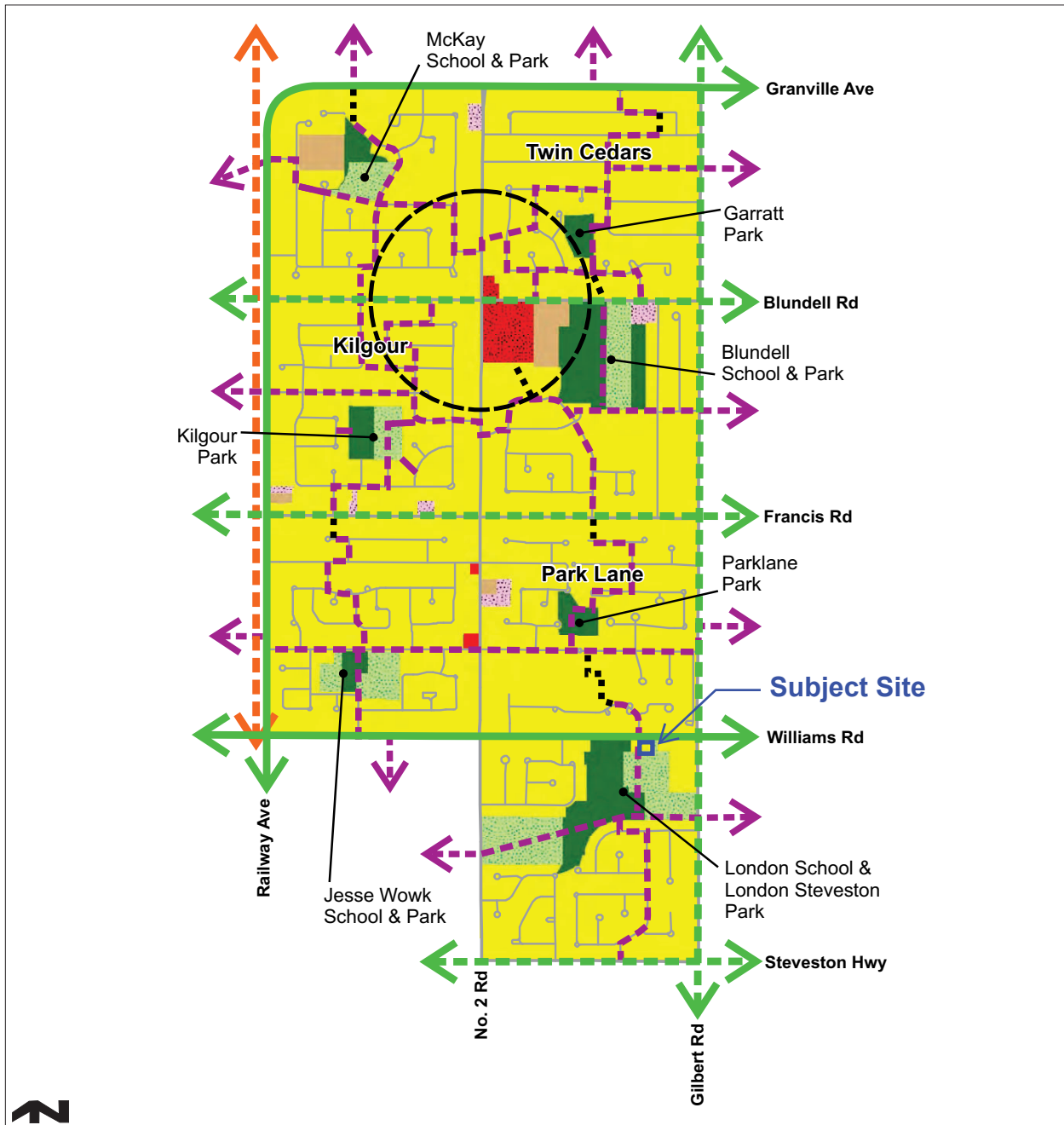
On Future Subdivided Lots	Bylaw Requirement	Proposed	Variance
Floor Area Ratio:	Max. 0.60	0.60	none permitted
Lot Coverage (% of lot area):	Building: Max. 40% Non-porous Surfaces: Max. 65% Live Landscaping: Min. 25%	Building: 37% Non-porous Surfaces: 64% Total: Max. 32%	none
Lot Dimensions (m):	Width: Min. 40.0 m Depth: Min. 35.0 m	Width: 40.8 m Depth: 39.6 m	none
Setbacks (m):	Front: Min. 6.0 m Rear: Min. 3.0 m Side: Min. 6.0 m	Front: 6.0 m Rear: 3.0 m Side (East): Min 3.0 m Side (West): Min 3.0 m	none
Height (m):	Max. 12.0 m	11.7 m	none
Off-street Parking Spaces – Regular (R) / Visitor (V):	2 (R) and 0.2 (V) per unit	16 (R) and 2 (V)	none
Off-street Parking Spaces – Total:	16	18	none
Amenity Space – Indoor:	Min. 50 m ² or Cash in-lieu	Cash in-lieu	none
Amenity Space – Outdoor:	Min. 6.0 m ² per unit (48 m ²)	63.5 m ²	none

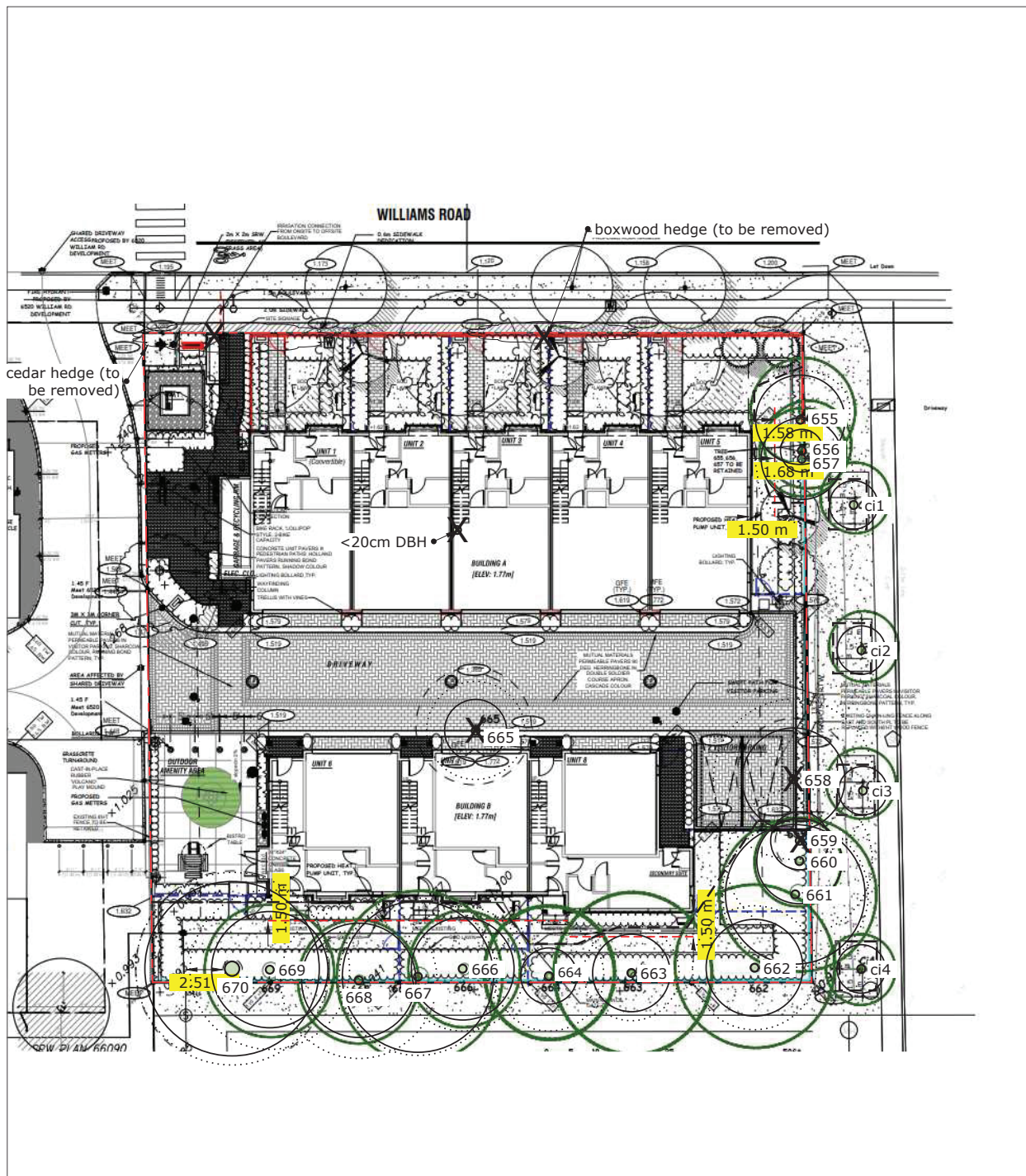
* Preliminary estimate; not inclusive of garage; exact building size to be determined through zoning bylaw compliance review at Building Permit stage.



5. Blundell

Attachment 4





Tag	Common Name	Latin Name	DBH (cm)	TPZ (m)	Suitable Replacement Species	
					Latin Name	Common Name
655	Flowering Plum	<i>Prunus blireana</i>	51	3.06	Legend x = remove tree 1m 1:250 10m	
656	Flowering Plum	<i>Prunus blireana</i>	22	1.32		
657	Flowering Plum	<i>Prunus blireana</i>	42	2.52		
658	Scotch Pine	<i>Pinus sylvestris</i>	53	3.18		
659	Zebrina Cedar	<i>Thuja plicata</i> 'Zebrina'	30	1.80		
660	Zebrina Cedar	<i>Thuja plicata</i> 'Zebrina'	44	2.64		
661	Zebrina Cedar	<i>Thuja plicata</i> 'Zebrina'	72	4.32		
662	Threadleaf Cypress	<i>Chamaecyparis pisifera</i>	64	3.84		
663	Pear	<i>Pyrus communis</i>	40	2.40		
664	Apple	<i>Malus domestica</i>	29	1.74		
665	Mountain Ash	<i>Sorbus spp.</i>	32	1.92		
666	Douglas Fir	<i>Pseudotsuga menziesii</i>	53	3.18		
667	Douglas Fir	<i>Pseudotsuga menziesii</i>	78	4.68		
668	Douglas Fir	<i>Pseudotsuga menziesii</i>	59	3.54		
669	Douglas Fir	<i>Pseudotsuga menziesii</i>	60	3.60		
670	Douglas Fir	<i>Pseudotsuga menziesii</i>	90	5.40		
ci1-4	Beech	<i>Fagus sylvatica</i>	15	n/a		



Tree Management Plan
 6560 & 6580 Williams Road
 Richmond, BC
 LANDSCAPE PLAN

Date: November 16, 2021
Update: JANAURY 30, 2024

CNCL-264



Address: 6560 and 6580 Williams Road

File No.: RZ 21-945388

Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 10546, the developer is required to complete the following:

1. **(Site Access)** Registration of a legal agreement on Title for site access through 6520 Williams Road by requiring the adoption of the adjacent rezoning bylaw (RZ 17-792242, Amendment Bylaw 10224), or the securement of an alternative means of access by the applicant prior to the adoption of the subject rezoning bylaw.
2. **(Development Permit)** The submission and processing of a Development Permit* complete to a level deemed acceptable by the Director of Development.
3. **(Subdivision)** Consolidation of all lots into one development parcel (which will require the demolition of at least one of the existing dwellings).
4. **(Road Dedication)** Approximately 0.6 m road dedication along the entire Williams Road frontage to accommodate new 1.5 m wide treed/grassed boulevard and a new 2.0 m side concrete sidewalk; exact width is to be confirmed with survey information to be submitted by the applicant.
5. **(Shared Driveway)** Registration of a cross-access easement, statutory right-of-way, and/or other legal agreements or measures, as determined to the satisfaction of the Director of Development, over the internal drive-aisle in favour of the adjacent development to the west at 6520 Williams Road, including the installation of way-finding and other appropriate signage on the subject property, and requiring a covenant that the owner provide written notification of this through the disclosure statement to all initial purchasers, provide an acknowledgement of the same in all purchase and sale agreements, and erect signage in the initial sales centre advising purchasers of the potential for these impacts.
6. **(Access to Adjacent Property)** Registration of a legal agreement on Title prohibiting direct access from the subject site to the School District property to the south.
7. **(Flood Protection)** Registration of a flood indemnity covenant on title.
8. **(Secondary Suite)** Registration of a legal agreement on Title to ensure that:
 - a) No final Building Permit inspection is granted until a secondary suite with a minimum size of 29 m² is constructed on-site, to the satisfaction of the City in accordance with the BC Building Code and the City's Zoning Bylaw.
 - b) The secondary suite cannot be stratified or otherwise held under separate Title.
9. **(Arborist Supervision)** Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any on-site works conducted within the tree protection zone of the trees to be retained. The Contract should include the scope of work to be undertaken, including: the proposed number of site monitoring inspections, and a provision for the Arborist to submit a post-construction assessment report to the City for review.
10. **(Tree Protection Fencing)** Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.
11. **(Tree Survival Security)** Submission of a Tree Survival Security to the City in the amount of \$122,880.00 for the 13 trees to be retained (\$5,120 for each of Tree #656 and 664, and \$10,240 for each of Tree # 655, 657, 660, 661, 662, 663, 666, 667, 668, 669, and 670). To accompany the tree survival securities, the applicant must enter into a legal agreement, which sets the terms for its use and release.
12. **(Housing Tenure and Age Restriction)** Registration of a restrictive covenant prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.
13. **(Affordable Housing)** City acceptance of the developer's offer to voluntarily contribute \$12.00 per buildable square foot (e.g. \$125,395.20) to the City's affordable housing fund.

14. **(Market Rental)** City acceptance of the developer's voluntary contribution in the amount of \$2.65 (e.g. \$27,691.44) to future City community planning studies, as set out in the City Centre Area Plan.
15. **(Indoor Amenity)** Contribution of \$2,066.00 per dwelling unit (e.g. \$16,528.00) in-lieu of on-site indoor amenity space.
16. **(Required Notices)** Payment of all fees in full for the cost associated with the public notices, consistent with the City's Consolidated Fees Bylaw No 8636, as amended.

Prior to a Development Permit* being forwarded to the Development Permit Panel for consideration, the developer is required to:

1. Submission of a Landscaping Security based on 100% of the cost estimate provided by the landscape architect, including the six required replacement trees, landscaping installation costs and 10% contingency.
2. If replacement trees cannot be accommodated on site, a cash-in-lieu contribution in the amount of \$768/tree to the City's Tree Compensation Fund for off-site planting is required.
3. Complete a proposed townhouse energy efficiency report and recommendations prepared by a Certified Energy Advisor which demonstrates how the proposed construction will meet or exceed the required BC Energy Step Code and/or Zero Carbon Code, in compliance with the City's Official Community Plan and Building Regulation Bylaw No. 7230.

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

1. Submission of a Construction Parking and Traffic Management Plan to the Transportation Department. Management Plan shall include location for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
2. Incorporation of accessibility measures in Building Permit (BP) plans as determined via the Rezoning and/or Development Permit processes.
3. Enter into a Servicing Agreement* for the design and construction of engineering infrastructure improvements. A Letter of Credit or cash security for the value of the Service Agreement works, as determined by the City, will be required as part of entering into the Servicing Agreement. Works include, but may not be limited to:
 - a) Water Works:
 - (1) Using the OCP Model, there is 604 L/s of water available at a 20 psi residual at the Williams Road frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
 - (2) Provide a new hydrant at the Williams Road frontage to comply with the City's standard hydrant spacing of 75m for the proposed townhouses. Consult with the City's Fire Department to confirm the location of the required hydrant whether it will be installed on the south side of Williams Road.
 - (3) At Developer's cost, the Developer is required to:
 - (a) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
 - (b) Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
 - (c) Provide a right-of-way for the water meter. Minimum right-of-way dimensions to be the size of the meter box (from the City of Richmond supplementary specifications) + any appurtenances (for example, the bypass on W2o-SD) + 0.5 m on all sides. Exact right-of-way dimensions to be finalized during the building permit process (or via the servicing agreement process, if one is required).
 - (4) At Developer's cost, the City will:
 - (a) Cut, cap, and remove the existing water service connections and meters.
 - (b) Install a new water service connection, complete with meter and meter box, sized for the proposed development. The location of the service connection shall be determined during the Servicing Agreement process.

b) Storm Sewer Works:

(1) At Developer's cost, the Developer is required to:

- (a) Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the servicing agreement design.
- (b) Install approximately 48m of new 600mm storm sewer from the west PL of 6560 Williams Road to east PL of 6580 Williams Road, complete with manholes at the tie ins. Alignment shall be consistent with the existing storm sewers to the East and West, at the South side of Williams Road.

(2) At Developer's cost, the City will:

- (a) Cut and cap, at the inspection chamber, the existing storm service connection STCN26474 located at the northwest corner of the site. The existing inspection chamber shall be retained to service 6520 Williams Road.
- (b) Cut and cap the existing storm service connection STCN26473 along with the inspection chamber. Reconnect the existing catch basin, which is currently connected to the inspection chamber, to the storm sewer.
- (c) Install a new storm service connection, complete with inspection chamber off of the new 600mm storm sewer.

c) Sanitary Sewer Works:

(1) At Developer's cost, the Developer is required to not start onsite excavation or foundation construction until completion of rear-yard sanitary works by City crews.

(2) At Developer's cost, the City will:

- (a) Cut, cap and remove the existing sanitary service connection to the development site, and remove the inspection chamber.
- (b) Install a new sanitary service connection appropriately sized for the proposed development off the existing manhole SMH589.

d) Street Lighting:

(1) At Developer's cost, the Developer is required to review street lighting levels along all road and lane frontages, and upgrade as required.

e) General Items:

(1) At Developer's cost, the Developer is required to:

- (a) Complete other frontage improvements as per Transportation requirements.
- (b) Coordinate with BC Hydro, Telus and other private communication service providers:
 - (i) To pre-duct for future hydro, telephone and cable utilities along all road frontages.
 - (ii) Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - (iii) To underground overhead service lines.
- (c) Locate/relocate all above ground utility cabinets and kiosks required to service the proposed development and proposed undergrounding works, and all above ground utility cabinets and kiosks located along the development's frontages, within the development's site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development design review process. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., statutory right-of-way dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory right-of-ways that shall be shown on the architectural plans/functional plan, the servicing agreement drawings, and registered prior to SA design approval:
 - BC Hydro PMT – 4.0 x 5.0 m
 - BC Hydro LPT – 3.5 x 3.5 m
 - Street light kiosk – 1.5 x 1.5 m

- Traffic signal kiosk – 2.0 x 1.5 m
 - Traffic signal UPS – 1.0 x 1.0 m
 - Shaw cable kiosk – 1.0 x 1.0 m
 - Telus FDH cabinet – 1.1 x 1.0 m
- (d) Relocate the street light and pedestrian crosswalk signal pole at the property's frontage to accommodate the proposed driveway on the adjacent property
- (e) Provide a video inspection report of the existing utilities along the South property line frontage prior to start of site preparation works or within the first servicing agreement submission, whichever comes first. A follow-up video inspection, complete with a civil engineer's signed and sealed recommendation letter, is required after site preparation works are complete (i.e. pre-load removal, completion of dewatering, etc.) to assess the condition of the existing utilities and provide recommendations to retain, replace, or repair. Any utilities damaged by the pre-load, de-watering, or other ground preparation shall be replaced or repaired at the Developer's cost.
- (f) Not encroach into City rights-of-ways with any proposed trees, retaining walls, or other non-removable structures. Retaining walls proposed to encroach into rights-of-ways must be reviewed by the City's Engineering Department.
- (g) Coordinate the servicing agreement design for this development with the servicing agreement(s) for the adjacent development(s), both existing and in-stream. The developer's civil engineer shall submit a signed and sealed letter with each servicing agreement submission confirming that they have coordinated with civil engineer(s) of the adjacent project(s) and that the servicing agreement designs are consistent. The City will not accept the 1st submission if it is not coordinated with the adjacent developments. The coordination letter should cover, but not be limited to, the following:
- (i) Corridors for City utilities (existing and proposed water, storm sewer, and sanitary) and private utilities.
 - (ii) Pipe sizes, material and slopes.
 - (iii) Location of manholes and fire hydrants.
 - (iv) Road grades, high points and low points.
 - (v) Alignment of ultimate and interim curbs.
 - (vi) Proposed street lights design.
- (h) Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
4. If applicable, payment of latecomer agreement charges, plus applicable interest associated with eligible latecomer works.
5. Obtain a Building Permit (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. For additional information, contact the Building Approvals Department at 604-276-4285.

Note:

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

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

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

- Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- Applicants for all City Permits are required to comply at all times with the conditions of the Provincial *Wildlife Act* and Federal *Migratory Birds Convention Act*, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.

Signed

Date



Richmond Zoning Bylaw 8500
Amendment Bylaw 10546 (21-945388)
6560 & 6580 Williams Road

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

- 1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it "LOW DENSITY TOWNHOUSES (RTL4)":

P.I.D. 008-986-851

Lot 19 Section 31 Block 4 North Range 6 West New Westminster District Plan 28557

and

P.I.D. 003-490-769

Lot 20 Section 31 Block 4 North Range 6 West New Westminster District Plan 28557

- 2. This Bylaw may be cited as "Richmond Zoning Bylaw 8500, Amendment Bylaw 10546".

FIRST READING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

Five horizontal lines for signatures or initials.

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

MAYOR

CORPORATE OFFICER



City of Richmond

Bylaw 10543

Traffic Bylaw No. 5870 Amendment Bylaw No. 10543

The Council of the City of Richmond enacts as follows:

- Traffic Bylaw No. 5870**, as amended, is further amended by adding the following to Schedule B to Traffic Bylaw No. 5870:

“13. Second Avenue from Steveston Highway to Chatham Street.”

This Bylaw is cited as, “**Traffic Bylaw No. 5870, Amendment Bylaw No. 10543.**”

FIRST READING

APR 22 2024

SECOND READING

APR 22 2024

THIRD READING

APR 22 2024

ADOPTED

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

MAYOR

CORPORATE OFFICER



Traffic Bylaw No. 5870
Amendment Bylaw No. 10554

The Council of the City of Richmond enacts as follows:

- 1. Traffic Bylaw No. 5870, as amended, is further amended by adding the following to Schedule B to Traffic Bylaw No. 5870:

"14. All roads within the Hamilton area, including:

- a. Roads bound by and including Oliver Drive to the west, River Road to the north and Highway 91A to the south and east, excluding River Road, Highway 91A and Westminster Highway.
b. Westminster Highway between Oliver Drive and Westminster Highway approximately 75 m south of Windsor Court.
c. Roads bounded by and including Thompson Road to the west, Thompson Gate to the north, Boundary Road to the east and bound by but excluding Highway 91A to the south.
d. Boundary Road between Tanaka Court and Dyke Road, Dyke Road between Boundary Road and Fraserwood Way, Fraserwood Way north of Dyke Road, and Hamilton Road."

This Bylaw is cited as "Traffic Bylaw No. 5870, Amendment Bylaw No. 10554".

FIRST READING

APR 22 2024

SECOND READING

APR 22 2024

THIRD READING

APR 22 2024

ADOPTED

Approval stamp box containing: CITY OF RICHMOND, APPROVED for content by originating dept. (with signature), APPROVED for legality by Solicitor, LB

MAYOR

CORPORATE OFFICER



Annual Property Tax Rates (2024) Bylaw No. 10547

The Council of the City of Richmond enacts as follows:

1. Part 1 through 5, pursuant to the *Community Charter*.

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 and Fire & Rescue

- 1.2.1 The tax rates shown in columns B & C 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 and fire and rescue services 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: GENERAL PROVISIONS

3.1 Imposition of Penalty Dates

3.1.1 All taxes payable under this bylaw must be paid on or before July 2, 2024.

3.2 Designation of Bylaw Schedules

3.2.1 Schedules A and B are attached and designated a part of this bylaw.

PART FOUR: INTERPRETATION

4.1 In this bylaw, unless the context otherwise requires:

CITY means the City of Richmond.

PART FIVE: PREVIOUS BYLAW REPEAL

5.1 Annual Property Tax Rates (2023) Bylaw No. 10458 is repealed.

PART SIX: BYLAW CITATION

6.1 This Bylaw is cited as "Annual Property Tax Rates (2024) Bylaw No. 10547".

FIRST READING

SECOND READING

THIRD READING

LEGAL REQUIREMENTS SATISFIED

ADOPTED

APR 22 2024


APR 22 2024

APR 22 2024

APR 22 2024

MAYOR

CORPORATE OFFICER

CITY OF RICHMOND
APPROVED for content by originating dept.

APPROVED for legality by Solicitor
BRB

SCHEDULE A to BYLAW NO. 10547

PROPERTY CLASS	COLUMN A GENERAL PURPOSES	COLUMN B POLICING SERVICES	COLUMN C FIRE & RESCUE	TOTAL
1. Residential	0.98655	0.42124	0.26777	1.67556
2. Utilities	21.08780	9.00413	5.72361	35.81554
3. Supportive Housing	0.98655	0.42124	0.26777	1.67556
4. Major Industry	3.20308	1.36767	0.86937	5.44012
5. Light Industry	2.11023	0.90105	0.57275	3.58403
6. Business/ other	2.11023	0.90105	0.57275	3.58403
8. Recreation/ non profit	0.81483	0.34792	0.22116	1.38391
9. Farm	9.98117	4.26184	2.70907	16.95208

SCHEDULE B to BYLAW NO. 10547

PROPERTY CLASS	REGIONAL DISTRICT
1. Residential	0.05544
2. Utilities	0.19404
3. Supportive Housing	0.05544
4. Major Industry	0.18849
5. Light Industry	0.18849
6. Business/other	0.13583
8. Rec/non profit	0.05544
9. Farm	0.05544



**Development Permit Panel
Wednesday, April 24, 2024**

Time: 3:30 p.m.

Place: Remote (Zoom) Meeting

Present: Cecilia Achiam, General Manager, Community Safety, Chair
Marie Fenwick, Director, Arts, Culture and Heritage
Michael Allen, Acting Director, Real Estate Services

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 27, 2024 be adopted.

CARRIED

**1. DEVELOPMENT PERMIT 23-024119
(REDMS No. 7609062)**

APPLICANT: Topstream Management Ltd.

PROPERTY LOCATION: 8635, 8655, 8675 and 8695 Cook Crescent

INTENT OF PERMIT:

Permit the construction of 28 townhouse units and fourteen secondary suites at 8635, 8655, 8675 and 8695 Cook Crescent on a site zoned "Town Housing (ZT103) – Parking Structure Townhouses (Spires Road – Cook Crescent)".

Development Permit Panel Wednesday, April 24, 2024

Applicant's Comments

Coby Xiao, Topstream Management Ltd., introduced the presenters for the application and Jeff Shen, J+S Architect, Inc., with the aid of a visual presentation (attached to and forming part of these minutes as Schedule 1), provided background information on the proposed development, highlighting the following:

- the form of the proposed development is consistent with neighbouring townhouse developments in the area;
- due to the closure of Cook Crescent in the future, the entrances to the building's parkade and main lobby will be located off Spires Road on the south side of the proposed development;
- the project provides 28 dwelling units, including 27 multi-level townhouse units and one ground level flat in four building blocks;
- the proposed unit mix consists of two- to five-bedroom townhouse units and 14 townhouse units will contain a secondary suite on ground level;
- a central courtyard space is proposed on the podium level surrounded by the four building blocks;
- all townhouse units include a patio on the podium level and/or rooftop deck and all secondary suites will have a private outdoor space;
- a three-metre wide north-south public walkway along the west property line and a 10-meter wide greenway, i.e. Pedestrian Linkage, along the north property line are proposed;
- the triangular area north of the 10-meter wide greenway will be dedicated by the developer to the City;
- a three-metre landscape strip around the perimeter of the site is proposed to provide a second layer of landscaping on the ground level;
- the proposed 34 residential parking spaces meet the minimum Zoning bylaw requirement;
- the proposed use of materials, colours and architectural elements visually reduce the height of the building and breaks down the building mass;
- two four-storey convertible units and one single-level Basic Universal Housing (BUH) unit are proposed; and
- the project has been designed to achieve Step Code 4 of the BC Energy Step Code.

Development Permit Panel

Wednesday, April 24, 2024

Yiwen Ruan, PMG Landscape Architects, with the aid of the same visual presentation, briefed the Panel on the main landscape features of the project, noting that (i) each unit will be provided with a landscaped yard with a canopy tree to enhance the pedestrian experience around the site, (ii) multiple trees are proposed to be retained and protected along the west property line, (iii) the west public walkway is configured to protect the retained trees, (iv) street furniture is proposed at the northeast and southeast corner plazas to encourage their use, (v) the outdoor amenity area on the podium level includes two children's play areas in different locations and exercise and play equipment for adults, (vi) each unit will be provided with a landscaped yard on the podium level, (vii) wall mounted and bollard lighting are proposed for the project, (viii) drought tolerant species are proposed for planting on-site, and (ix) an on-site high-efficiency irrigation system is proposed for all planted areas.

Staff Comments

Wayne Craig, General Manager, Planning and Development, clarified that the triangular area north of the proposed 10-metre wide greenway is not intended to be a City park as it is a future development lot and there is an expectation that a licence agreement will be entered into to allow the residents of the proposed development to use the area until the redevelopment of the lot occurs.

In addition, Mr. Craig noted that (i) there is a Servicing Agreement associated with the project for site services and frontage works, and (ii) the applicant is commended for their efforts to integrate the four existing trees on the walkway along the western edge of the subject site.

In reply to a query from the Panel, Mr. Craig stated that the title of the triangular property north of the 10-metre wide greenway will be transferred to the City and the City anticipates to enter into a licencing agreement to allow the residents of the proposed development to use the lot, which will be fenced to prohibit public access.

Panel Discussion

In reply to queries from the Panel, the applicant team noted that (i) the secondary suites can be accessed on the ground level either from the street or public walkways, (ii) the secondary suites are designed to be studio or one-bedroom units and have sizes ranging from approximately 300 square feet or larger, (iii) there is a tree in the triangular area north of the 10-metre wide greenway that will be retained, (iv) the sculptural pieces hanging down in between buildings are intended to fill the gap between buildings and are not part of public art, and (v) lighting will be installed along the public walkways and on adjacent buildings.

Correspondence

None.

Development Permit Panel
Wednesday, April 24, 2024

Gallery Comments

The Chair advised staff to meet with the member of public present in Council Chambers wanting to delegate but unable to speak on the proposal due to the absence of her translator.

Panel Discussion

The Panel expressed support for the project, noting the design is well thought out and there is adequate separation from the future development to the west through the provision of the public walkway.

Panel Decision

It was moved and seconded

That a Development Permit be issued which would permit the construction of 28 townhouse units and fourteen secondary suites at 8635, 8655, 8675 and 8695 Cook Crescent on a site zoned "Town Housing (ZT103) – Parking Structure Townhouses (Spires Road – Cook Crescent)".

CARRIED

2. DEVELOPMENT PERMIT 23-029453

(REDMS No. 7623245)

APPLICANT: Fougere Architecture Inc.

PROPERTY LOCATION: 10611 and 10751 River Drive

INTENT OF PERMIT:

Permit the construction of a mid-rise residential development comprising 181 residential units, including 18 low-end-of-market-rental (LEMR) units and 13 market rental units at 10611 and 10751 River Drive on a site zoned "Low to Mid Rise Apartment (ZLR46) - Bridgeport"

Applicant's Comments

Wayne Fougere, Fougere Architecture Inc., with the aid of a visual presentation (attached to and forming part of these minutes as Schedule 2), provided background information on the proposed development, highlighting the following:

- the proposed development completes the multi-phase overall development on the north side of River Drive between No. 4 Road and Shell Road;
- the lower two-storey amenity building and four-storey apartment building are located along River Drive and the higher two six-storey apartment buildings are sited at the rear, fronting the dike and the river;

4.

Development Permit Panel

Wednesday, April 24, 2024

- a total of 181 dwelling units are proposed including 150 market strata units, 13 market rental units and 18 Low-End-of-Market (LEMR) units;
- street-facing apartment buildings have lower living areas to provide better connection to the street;
- the central pedestrian entry to the proposed development is located on River Drive and provides pedestrian connection from River Drive to the dike through the central courtyard;
- a wheelchair accessible widened public walkway is located along the edge of the west property line and provides pedestrian connection from River Drive to the dike walkway;
- the public multi-use path along Shell Road on the east side of the subject site is wheelchair accessible; however, the access from the pathway's northern terminus to the dike is not wheelchair accessible due to its steep slope;
- the central courtyard on the podium level is enclosed by the four buildings and can be accessed from the street, public walkways and the dike;
- public art is proposed at the corner of River Drive and Shell Road;
- the project provides 91 Basic Universal Housing (BUH) units, including 16 for LEMR units, 10 for market rental units, and 65 for market strata units;
- the contemporary architectural style of the buildings in the proposed development is consistent with the buildings in Phase 1 of the overall development; and
- outdoor amenity space is provided on the podium level central courtyard and indoor amenity spaces are provided in the two-storey indoor amenity building and smaller multi-purpose rooms in the larger northeast and northwest apartment buildings.

Yiwen Ruan, PMG Landscape Architects, with the aid of the same visual presentation, briefed the Panel on the proposed landscaping for the project, noting that (i) the proposed landscape design is intended to provide pedestrian connectivity and interaction, (ii) semi-private spaces along the edges of the site are separated from public spaces through grade change and landscaping, including installation of tiered planters, (iii) the proposed outdoor amenity area on the podium level central courtyard provides a variety of uses for adults and children, including among others, as gathering spaces and play areas, (iv) accessible pedestrian pathways are provided along the west and east edges of the site and through the courtyard at the centre of the site, (v) proposed on-site planting includes drought tolerant and pollinator friendly species, and (vi) a high-efficiency on-site irrigation system will be provided for all planted areas.

Development Permit Panel

Wednesday, April 24, 2024

Staff Comments

Mr. Craig noted that (i) the rental units in the rental building fronting River Drive will be secured through housing agreements and the developer has entered into a memorandum of understanding with a non-profit organization for the management of the rental units, (ii) the Servicing Agreement associated with the project includes frontage works on River Drive and Shell Road and site services, among others, (iii) there will be a separate Servicing Agreement for the construction of the dike and dike pathways, (iv) there is an extensive Transportation Demand Management (TDM) package associated with the project which includes, among others, the provision of transit passes to 15 percent of the residents of market strata units, an increase of on-site bicycle storage facility, and the provision of a bicycle maintenance facility, and (v) more than 70 percent of the total number of units provided in the project are family-friendly units, i.e., two-to three-bedroom units.

In reply to queries from the Panel, staff advised that (i) aging-in-place features incorporated in all of the proposed units include the provision of stairwell handrails, lever-type handles for plumbing fixtures and door handles, and solid blocking in washroom walls to facilitate future grab bar installation beside toilets, bathtubs and showers, (ii) there are no fully accessible units provided in the project; however, the project provides 91 Basic Universal Housing (BUH) units which includes 16 out of 18 LEMR units, 10 out of 13 market rental and 65 out of 150 market strata units, (iii) the dike connection from the Shell Road terminus to the dike is intended for maintenance vehicles and public access for pedestrians; however, it is not suitable for people in wheelchairs due to its steep grade, (iv) the public walkway along the west edge of the site from River Drive to the dike walkway is wheelchair accessible, and (v) it is not feasible for the proposed development to connect to the privately-owned geo utility located in the earlier phase of the overall development.

Panel Discussion

In reply to queries from the Panel, the applicant team advised that (i) the proposed public art for the project has been presented to the City's Public Art Advisory Committee, (ii) a local artist will be commissioned for the proposed public art, and (iii) the project has been designed to achieve Step Code 3 of the BC Energy Step Code with a privately owned low-carbon energy system.

Correspondence

None.

Development Permit Panel Wednesday, April 24, 2024

Gallery Comments

Sandra Lindahl, 10766 River Drive, queried about (i) actions taken by the developer to put in place pest control to address rodent infestation as a result of building demolition as noted at the June 19, 2023 Public Hearing for the rezoning of the subject site, (ii) the exact number of residential units provided in the proposed development, (iii) how the City will ensure that the proposed number of rental housing units are actually built and used for their intended purpose, (iv) who should the neighbours contact if they are not satisfied with the measures taken by the developer to ensure roads are kept free from dust, nails and other construction debris, (v) whether the strata or the renters of LEMR units will shoulder the cost for the installation of grab bars and the conversion of the BUH units into accessible units, and (vi) the location of vehicle access to the underground parkade on River Drive.

In addition, Ms. Lindahl expressed disagreement with the Traffic Impact Assessment prepared by a qualified professional referenced in the staff report indicating that the existing road network can accommodate the additional traffic generated by the proposed development, as she noted that residents in the area are currently experiencing traffic concerns on River Drive.

In reply to Ms. Lindahl's queries, the applicant team advised that (i) a pest control company has been commissioned by the developer to undertake pest control and will soon commence their work, (ii) the project will provide a total of 181 units, including 150 market strata units, 13 market rental units and 18 LEMR units, (iii) the developer can be contacted for construction related concerns and will regularly monitor construction and dialogue with neighbours, (iv) the rental company/operator will shoulder the costs for the installation of grab bars in the market rental and LEMR units, and (v) vehicle access to the underground parkade is located at the southwest corner of the subject site.

In reply to the query regarding how the City will ensure that the proposed number of market rental and LEMR units will be constructed and used for their intended purpose, Mr. Craig noted that the City will be registering a housing agreement on title of the property which includes the obligation to provide statutory declarations to the City on a periodic basis to ensure that those units are rented and LEMR units are rented by qualified tenants under the City's Affordable Housing Strategy guidelines.

In reply to Ms. Lindahl's concern regarding the Traffic Impact Assessment at rezoning, Mr. Craig noted that an independent third party assessment was provided during the rezoning phase and it was reviewed and approved by the City's Transportation Department.

A resident of 2401 Shell Road queried about (i) the number of parking stalls provided in the project, (ii) measures to mitigate construction debris including dust and dirt in the subject site impacting neighbouring residential properties, and (iii) the timeline for project construction.

Development Permit Panel
Wednesday, April 24, 2024

In reply to the query regarding the number of parking stalls proposed for the project, the applicant team noted that 274 parking stalls will be provided for 181 residential units. In addition, Mr. Craig stated that the proposed number of parking stalls to be provided is consistent with the City's Zoning Bylaw requirement.

In reply to queries regarding measures to mitigate the impact of dust and dirt during construction and project construction timeline, the applicant team advised that (i) appropriate equipment will be used as needed to clear dust, dirt and other construction debris that are above normal levels, and (ii) the developer intends to commence project construction in the later part of this year subject to the timing of required City approvals.

In reply to a further query, the applicant clarified that the developer will endeavor to keep the roads clean during construction.

In addition, the Chair advised that the City's Bylaws Department contact information will be posted on the subject site so neighbouring residents can contact the City for construction-related concerns.

Panel Decision

It was moved and seconded

That a Development Permit be issued which would:

- 1. permit the construction of a mid-rise residential development comprising 181 residential units, including 18 low-end-of-market-rental (LEMR) units and 13 market rental units at 10611 and 10751 River Drive on a site zoned "Low to Mid Rise Apartment (ZLR46) - Bridgeport"*

CARRIED

3. DEVELOPMENT PERMIT 23-035339
(REDMS No. 7603680)

APPLICANT: Gustavson Wylie Architects Inc.

PROPERTY LOCATION: 18399 Blundell Road

INTENT OF PERMIT:

Permit the construction of two single-storey buildings with drive-through restaurant uses at 18399 Blundell Road on a site zoned "Industrial (I)".

Applicant's Comments

David Cheung, Gustavson Wylie Architects Inc., with the aid of a visual presentation (attached to and forming part of these minutes as Schedule 3), provided background information on the proposed development, highlighting the following:

8.

Development Permit Panel

Wednesday, April 24, 2024

- the original Development Permit for the project was issued by Council around three years ago; however, due to unforeseen events, the permit lapsed as construction did not take place within the required period;
- two single-storey buildings are proposed for quick service restaurant and drive-through uses with a central plaza located between the two buildings for outdoor eating area;
- a right-in/right-out vehicle entry/exit and left turn entry are provided on Blundell Road and a right-in/right-out only vehicle entry/exit is proposed on Nelson Road;
- 64 outdoor parking spaces are proposed including two accessible parking stalls near the entrances of the two buildings;
- nine of the 64 parking stalls will be provided with electric vehicle (EV) charging stations;
- bicycle parking will be provided on the site;
- canopies are proposed at restaurant entrances to provide weather protection;
- tilt-up concrete was proposed to be used in the original design of the buildings but has been changed to insulated metal panel system to meet sustainability requirements;
- contrasting colours are proposed for the project to provide visual interest in the industrial neighbourhood; and
- the central plaza includes an awning feature and landscaped to animate the place and provide visual interest.

Christy Voelker, Prospect and Refuge Landscape Architects, with the aid of the same visual presentation, briefed the Panel on the main landscape features of the project, noting that (i) three pedestrian entries are proposed from the sidewalk to the subject site, (ii) areas of pedestrian walkways that cross the drive aisles and vehicle queuing areas are treated with a different colour of permeable pavers to enhance pedestrian safety, (iii) shading and a variety of seating opportunities are proposed in the central plaza, (iv) proposed planting includes species that are low-maintenance and provide all-season interest, (v) a row of canopy trees is proposed along the south edge of the site to provide shade in the parking lot, (vi) on-site irrigation will be provided for planted areas, and (vii) permeable pavers are proposed for the outdoor eating plaza and pedestrian walkways.

Staff Comments

Mr. Craig noted that (i) an Automatic Volume Control (AVC) system that adjusts speaker volume will be installed in the drive-through to ensure compliance with the City's Noise Bylaw, (ii) the project includes nine electric vehicle (EV) charging stations, and (iii) there was a Servicing Agreement entered into as part of the previous Development Permit approval for frontage works which have been completed.

Development Permit Panel
Wednesday, April 24, 2024

Panel Discussion

In reply to queries from the Panel, the applicant team noted that (i) the AVC system automatically adjusts the speaker volume based on ambient noise levels and has been successfully used by many drive-through restaurants, (ii) shower facilities for restaurant workers biking to work would be difficult to provide in the restaurant buildings due to their size, (iii) automatic irrigation will be provided on-site for all planted areas, and (iv) raised planters in the central plaza will have adequate soil volume for the size of trees to be planted.

Gallery Comments

None.

Correspondence

None.

Panel Discussion

The Panel expressed support for the project for restaurant uses, noting that it is a welcome addition to the industrial neighbourhood.

It was moved and seconded

That a Development Permit be issued which would permit the construction of two single-storey buildings with drive-through restaurant uses at 18399 Blundell Road on a site zoned "Industrial (I)".

CARRIED

4. New Business

None.

5. Date of Next Meeting: May 15, 2024

ADJOURNMENT

It was moved and seconded

That the meeting adjourn (5:02 p.m.).

CARRIED

Development Permit Panel
Wednesday, April 24, 2024

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 24, 2024.

Cecilia Achiam
Chair

Rustico Agawin
Committee Clerk



CNCL - 288

2024-04-24 Development Permit Panel Presentation

A 28-unit Townhouse Development
8635-8695 COOK CRESCENT, CITY OF RICHMOND

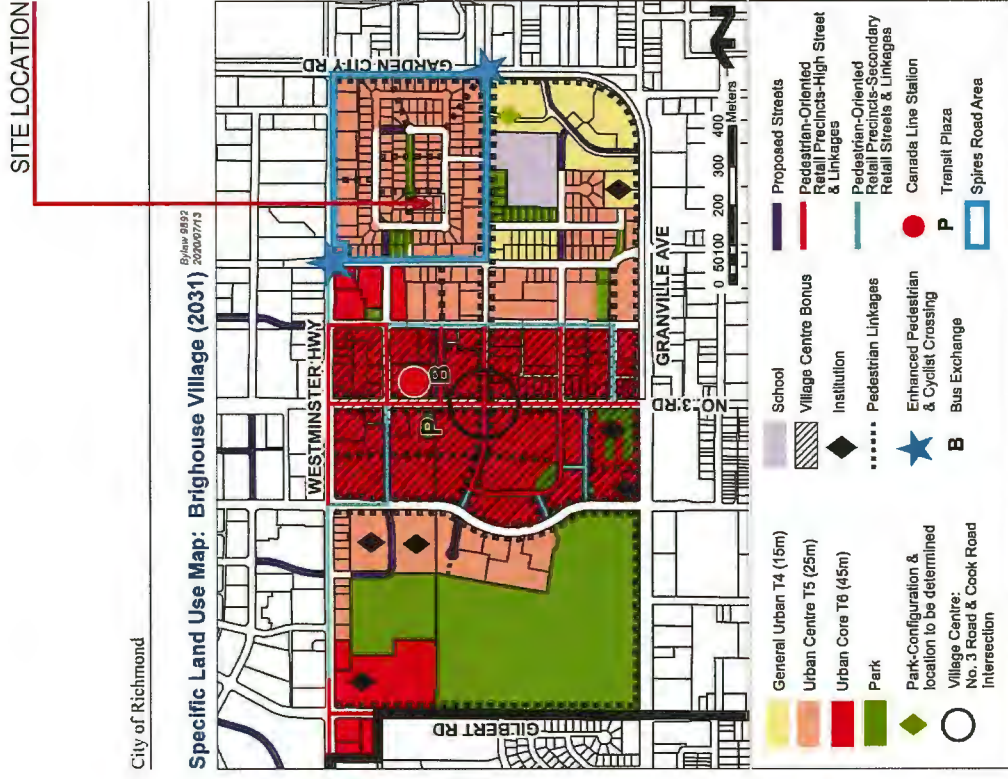
PROJECT INFO

Site Context



SE Corner

CNCL - 289



Bylaw 6852 Maximum building height may be subject to established Airport Zoning Regulations in certain areas.
20200271

PROJECT INFO

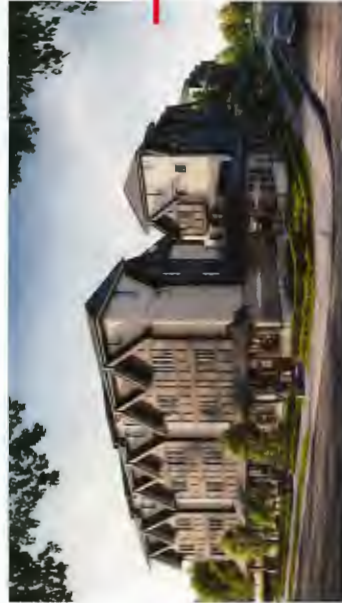
Neighboring Townhouse Developments

neighboring townhousing developments have received approvals in recent years



8888 Spires Road

“Parking Structure Townhouses”



8800 Spires Road

“Parking Structure Townhouses”



8951, 8991 Spires Road and 8991 Spires Gate

“Parking Structure Townhouses”



8671, 8731 Spires Road

“Parking Structure Townhouses”

PROJECT INFO

Features to Fit Into Surrounding Neighborhood



8888 Spires Road

“Parking Structure Townhouses”



8951, 8971 Spires Road and 8991 Spires Gate

“Parking Structure Townhouses”



8800 Spires Road

“Parking Structure Townhouses”

- reflects a contemporary take on the traditional architectural style in the Neighborhood
- similar size and proportion of building blocks
- common features e.g., pitched roofs and at-grade yards with weather-protected entries
- traditional roof gables to downsize building scale
- same material language e.g., asphalt shingle on gable roof and siding on exterior

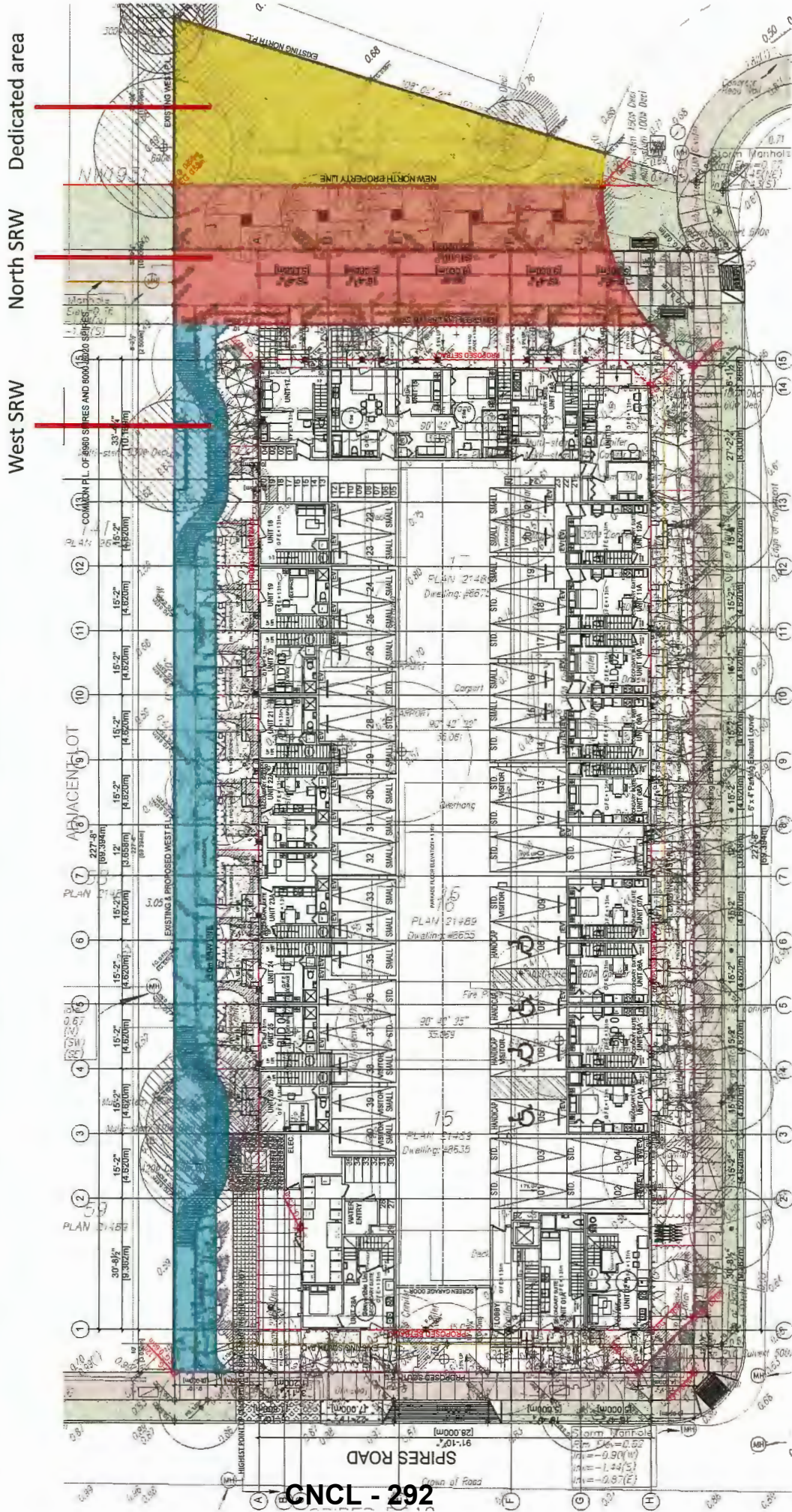


8671, 8731 Spires Road


“Parking Structure Townhouses”

PROJECT INFO

Recap from Rezoning: Pedestrian Linkage in the north and the west



Master Site Plan



J+S
 ARCHITECTS
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 PHONE: 303.733.1111
 WWW.JANDS.COM

PROJECT INFORMATION

PROJECT NAME: **1000 WEST 10TH AVENUE**

CLIENT: **CH2M HILL**

DESIGNER: **J+S ARCHITECTS**

DATE: **10/20/2011**

SCALE: **AS SHOWN**

PROJECT NO.: **10001000**

PROJECT LOCATION: **1000 WEST 10TH AVENUE, DENVER, CO**

PROJECT TYPE: **OFFICE BUILDING**

PROJECT STATUS: **CONCEPT DESIGN**

PROJECT PHASE: **CONCEPT DESIGN**

PROJECT DESCRIPTION: **CONCEPT DESIGN FOR OFFICE BUILDING**

PROJECT NOTES: **CONCEPT DESIGN FOR OFFICE BUILDING**

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	10/20/2011
2	ISSUED FOR PERMITS	10/20/2011
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PROJECT INFORMATION

PROJECT NAME: **1000 WEST 10TH AVENUE**

CLIENT: **CH2M HILL**

DESIGNER: **J+S ARCHITECTS**

DATE: **10/20/2011**

SCALE: **AS SHOWN**

PROJECT NO.: **10001000**

PROJECT LOCATION: **1000 WEST 10TH AVENUE, DENVER, CO**

PROJECT TYPE: **OFFICE BUILDING**

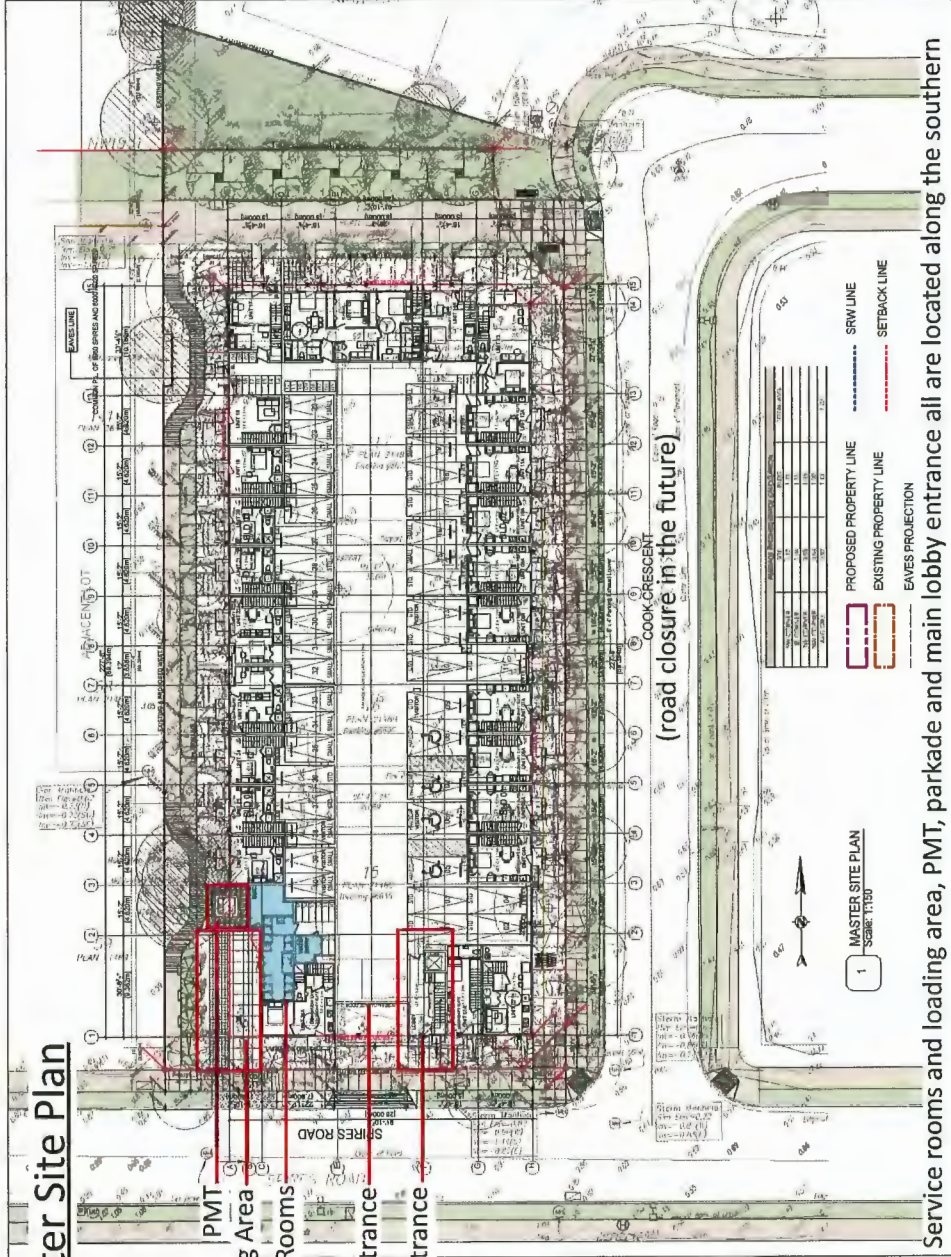
PROJECT STATUS: **CONCEPT DESIGN**

PROJECT PHASE: **CONCEPT DESIGN**

PROJECT DESCRIPTION: **CONCEPT DESIGN FOR OFFICE BUILDING**

PROJECT NOTES: **CONCEPT DESIGN FOR OFFICE BUILDING**

- PMT
- Loading Area
- Service Rooms
- Parkade Entrance
- Lobby Entrance



Service rooms and loading area, PMT, parkade and main lobby entrance all are located along the southern frontage because of road closure of cook crescent in the future.



PLANNING PERMISSIONS (C) TO (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)

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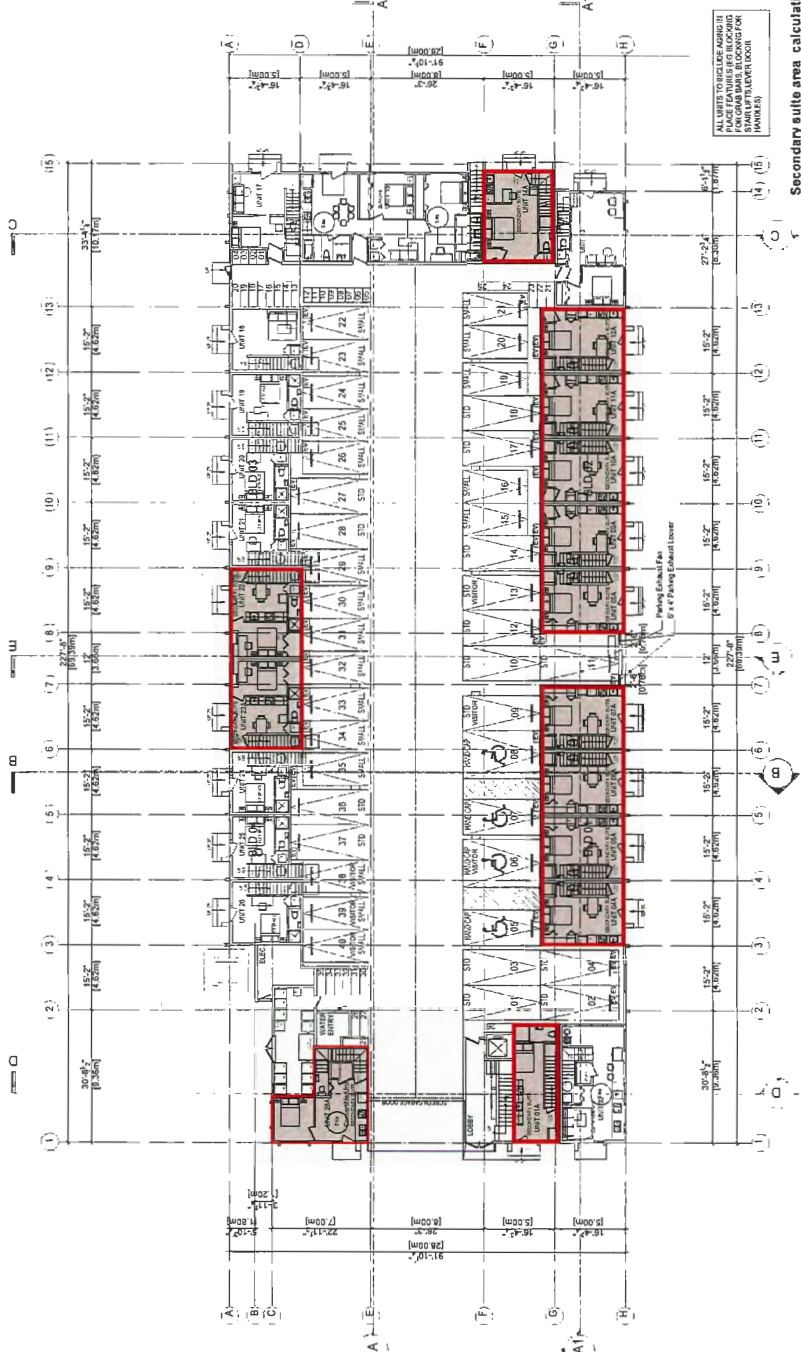
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PROJECT: 8835-8892 CORDON CHESEBENT TOWNHOUSE DEVELOPMENT
 8835-8892 CORDON CHESEBENT
 Richmond BC
 CLIENT: [Redacted]

SCALE: 1/4" = 1'-0"
DATE: 2018-10-20
DESIGNED BY: J+S
2018-10-20
21-29
2018-10-20

Ground Floor Plan

14 (50%) Secondary Suite for Rental



Secondary suite area calculation

UNIT	GROUND FLOOR AREA (sq ft)	STAIRS AREA (sq ft)	TOTAL (sq ft)
U1001A	300.54	12.83	313.37
U1001B	296.54	19.44	315.98
U1002A	297.54	10.44	307.98
U1002B	297.54	10.44	307.98
U1003A	297.54	10.44	307.98
U1003B	297.54	10.44	307.98
U1004A	296.54	19.44	315.98
U1004B	296.54	19.44	315.98
U1005A	297.54	19.44	316.98
U1005B	297.54	19.44	316.98
U1006A	296.54	19.44	315.98
U1006B	296.54	19.44	315.98
U1007A	354.18	22.5	376.68
U1007B	354.18	22.5	376.68
U1008A	354.18	27.43	381.61
U1008B	354.18	27.43	381.61
U1009A	354.18	27.43	381.61
U1009B	354.18	27.43	381.61
U1010A	354.18	27.43	381.61
U1010B	354.18	27.43	381.61
U1011A	354.18	27.43	381.61
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U1012A	354.18	27.43	381.61
U1012B	354.18	27.43	381.61
U1013A	354.18	27.43	381.61
U1013B	354.18	27.43	381.61
U1014A	354.18	27.43	381.61
U1014B	354.18	27.43	381.61
TOTAL	3582.20	18.50	3600.70

Manual Floor Area of all units
 25 Dwg (in 009 1/4" x 11")
 1250sq ft (1161.01 sq ft)

1 GROUND FLOOR PLAN
 Scale: 1/150

SECONDARY SUITE

Ground Floor Outdoor Amenity Overlay



1 802 225 0966 OFFICE/ARCHITECT CA
 205-463-0999/9100 W. BURNETT, MC 191144
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CONSULTANT

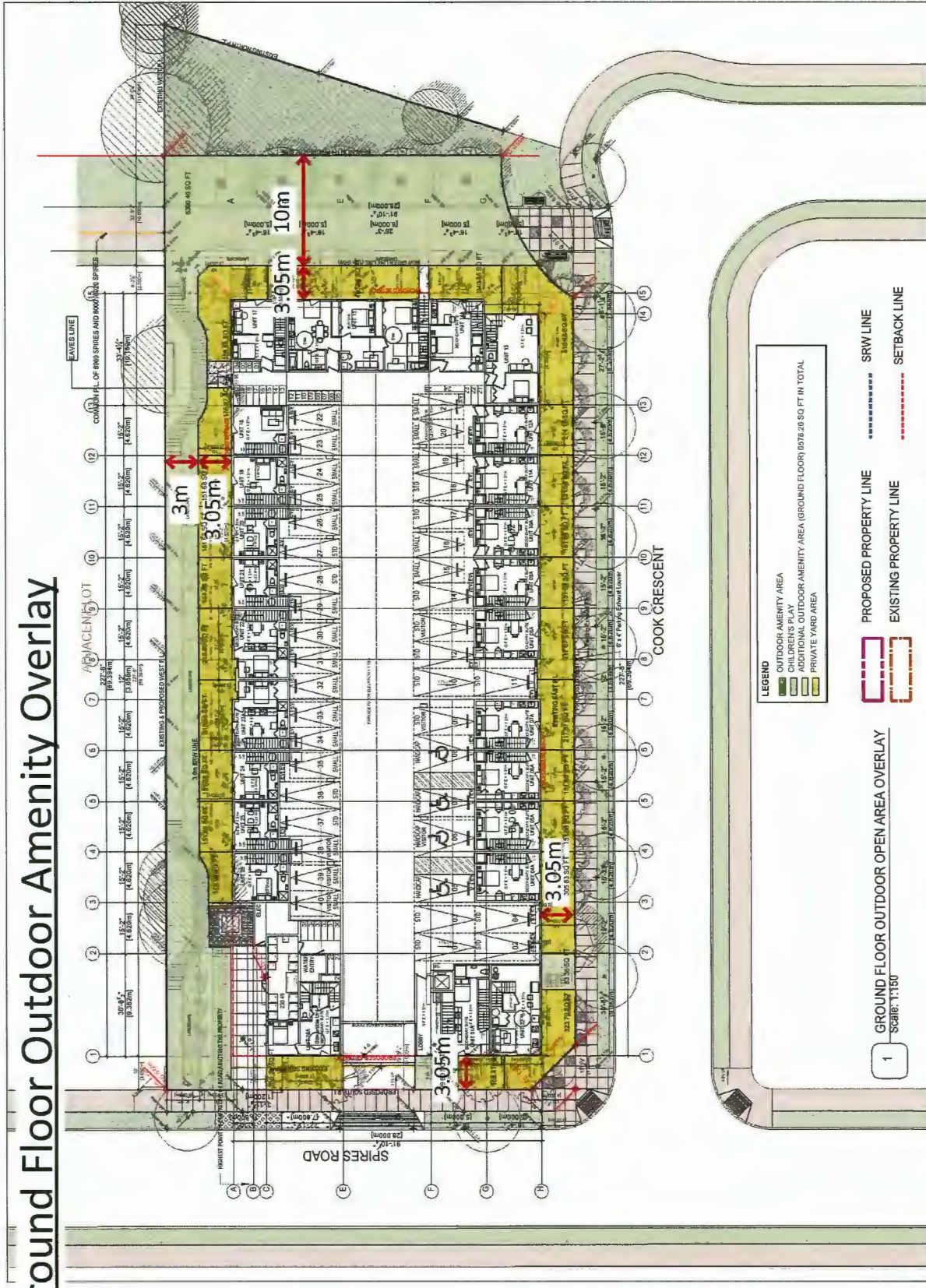
VALUABLE RESPONSIBILITY STATEMENT
 As the professional responsible for the design and construction of this project, we have a duty to the public to ensure that the project is designed and constructed in accordance with the applicable laws and regulations. We have a duty to the client to provide a high quality design and construction that meets their needs and expectations. We have a duty to the community to ensure that the project is designed and constructed in a way that is sensitive to the surrounding environment and community. We have a duty to the future generations to ensure that the project is designed and constructed in a way that is sustainable and resilient.

NO.	DATE	DESCRIPTION
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020	11.14.2023	ISSUED FOR PERMITS

8635-8695 COOK CRESCENT
 TOWNHOUSE DEVELOPMENT
 8635-8695 Cook Crescent,
 Richmond BC
 CLIENT

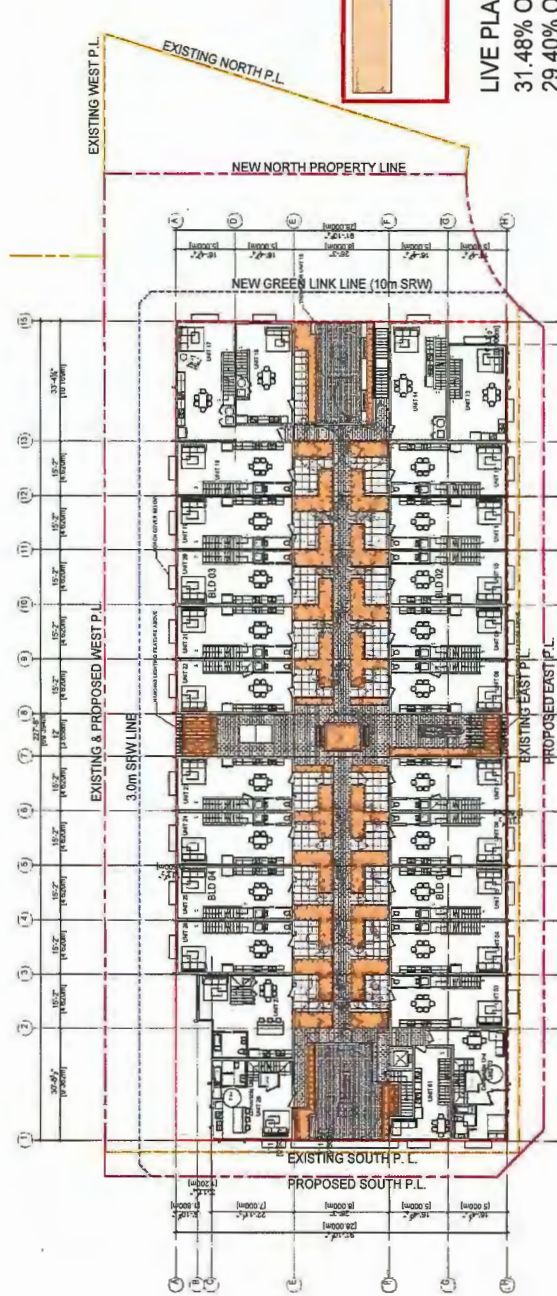
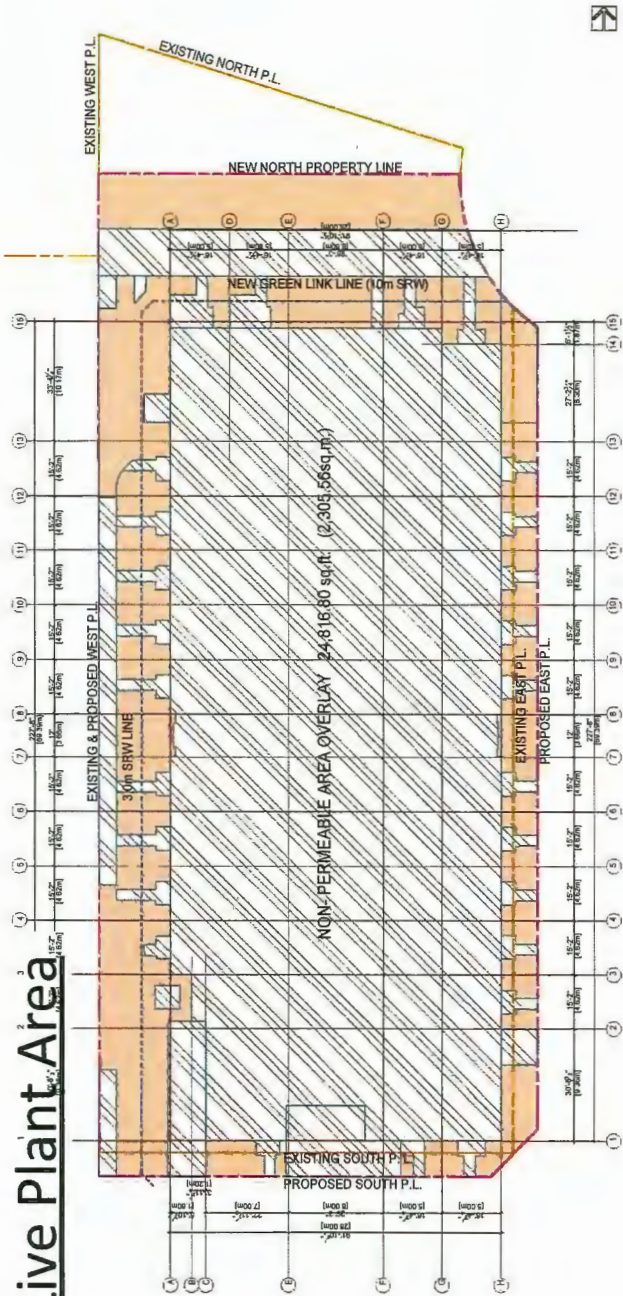
SCALE	DATE	BY	CHECKED	APP'D	DATE

Ground Floor Outdoor Open Area Overlay
 SHEET NO. A2.01b



The private front yards are setback from west and north to provide public accessible walkways and green areas.

Live Plant Area

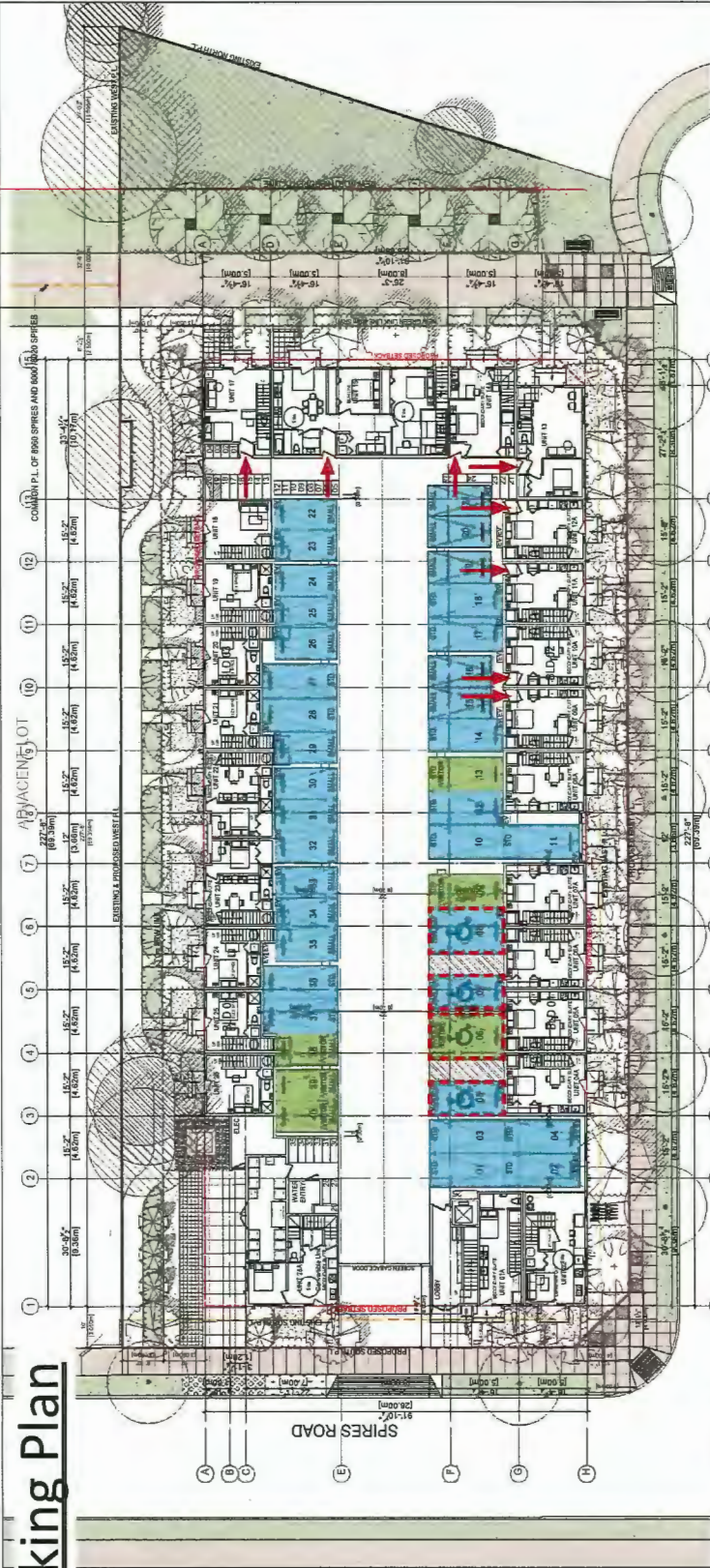


LIVE PLANT AREA OVERLAY (970.97sq.m in total)
 8,358.31sq.ft. (776.51 sq.m) ON GROUND FLOOR
 2093.08 sq.ft. (194.45 sq.m) ON SECOND FLOOR

LIVE PLANT AREA COVERAGE:
 31.48% ON THE NET SITE AREA (970.97sq.m/ 3084.8 sq.m= 0.3148)
 29.40% ON THE GROSS SITE AREA (970.97 sq.m/ 3302.8 sq.m= 0.2940)

Proposed live plant areas in total are 29.4% of the gross site area.
 Approximately 80% of live plant areas is on G/F. The rest is on 2/F.

Parking Plan

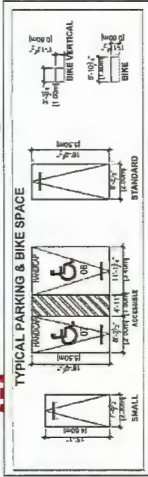


1 PARKING PLAN
Scale: 1:150

Residential Parking = 40

Visitor Parking = 6

Accessible Parking = 4



PARKING STALL (UNIT ASSIGN LIST)

PARKING & LOADING		Proposed	
Residential 12 spaces per unit Visitor 0.5 spaces per unit	see 7.9.3.1	34	34
Visitor 0.5 spaces per unit	see 7.9.3.1	6	6
Total (non-converted up to normal width 6')	Per 211 spaces provided, minimum 60 and no standard side (unit 21.1)	40	40
Visitor Parking Spaces (included in above Total)	see 7.9.3.1.4	4	4
Visitor Parking Spaces (included in above Total)	see 7.9.3.1.4	4	4
LOADING 1 truck per unit Per 11-40 Residential Units	see 7.9.3.7	1	1

ON-SITE BICYCLE STORAGE		Proposed	
Class 1 Long term 1.25 spaces per unit	see 7.14.0	34	34
Class 2 Short Term 0.2 spaces per unit	see 7.14.0	6	6
Total		40	40

UNIT	RESIDENTIAL	VISITOR	ACCESSIBLE	TOTAL
01	12	0.5	0	12.5
02	12	0.5	0	12.5
03	12	0.5	0	12.5
04	12	0.5	0	12.5
05	12	0.5	0	12.5
06	12	0.5	0	12.5
07	12	0.5	0	12.5
08	12	0.5	0	12.5
09	12	0.5	0	12.5
10	12	0.5	0	12.5
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12	12	0.5	0	12.5
13	12	0.5	0	12.5
14	12	0.5	0	12.5
15	12	0.5	0	12.5
16	12	0.5	0	12.5
17	12	0.5	0	12.5
18	12	0.5	0	12.5
19	12	0.5	0	12.5
20	12	0.5	0	12.5
21	12	0.5	0	12.5
22	12	0.5	0	12.5
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24	12	0.5	0	12.5
25	12	0.5	0	12.5
26	12	0.5	0	12.5
27	12	0.5	0	12.5
28	12	0.5	0	12.5
29	12	0.5	0	12.5
30	12	0.5	0	12.5
31	12	0.5	0	12.5
32	12	0.5	0	12.5
33	12	0.5	0	12.5
34	12	0.5	0	12.5
TOTAL	40	6	4	50

For unit 9 to 17, each of them has direct access from parkade for convenience and fire department access purpose.

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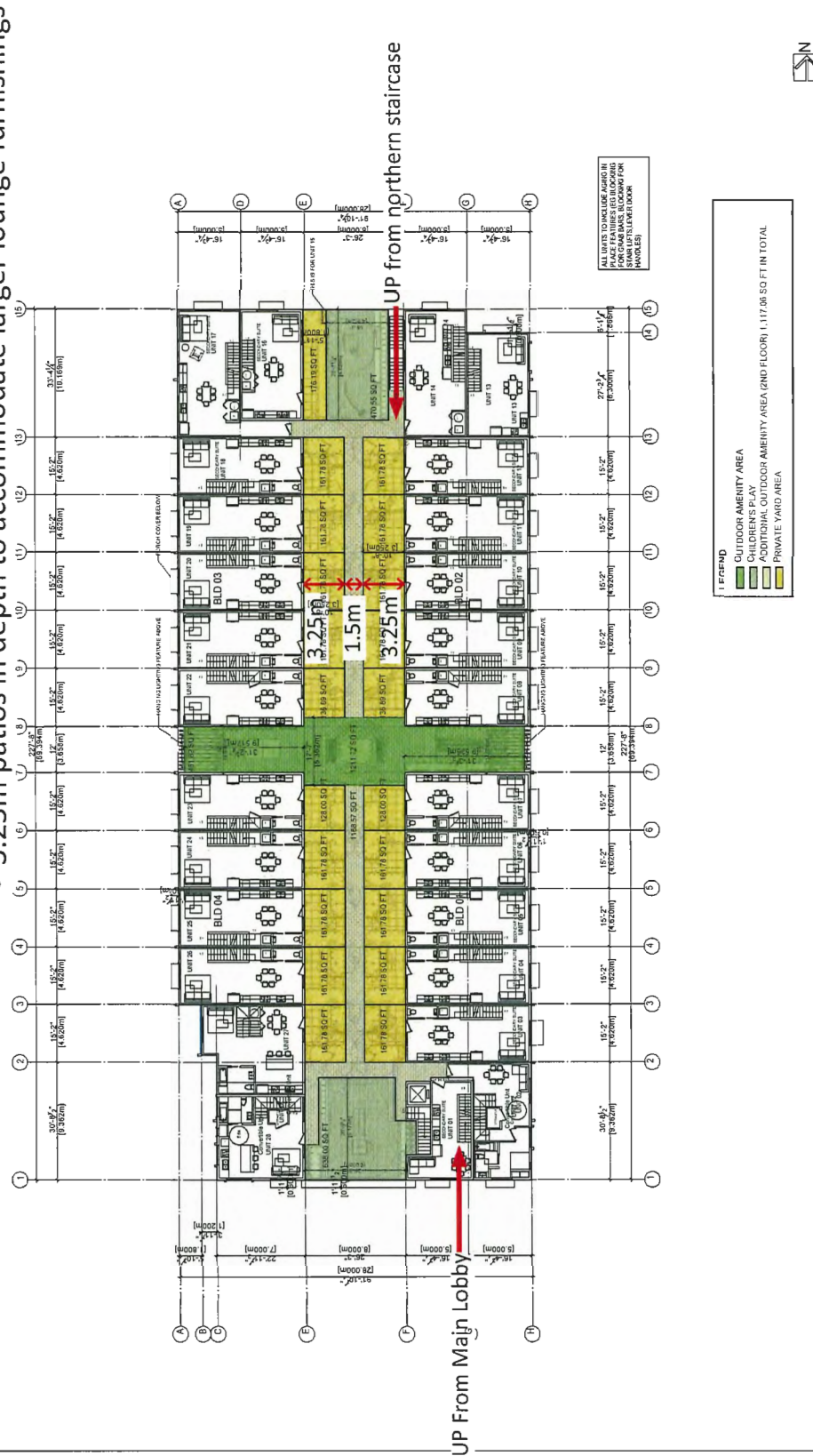
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PROJECT: 8835-8895 COOK CRESCENT TOWHOUSE DEVELOPMENT
8835-8895 Cook Crescent, Richmond BC
CLIENT: [REDACTED]

Parking Plan
A1.02

2nd Floor Plan

- Courtyard accessed through main lobby and northern staircase
- 1.5mW pedestrian pathway to leave more space for greenery and amenities
- 3.25m patios in depth to accommodate larger lounge furnishings



1 REF:ND

- OUTDOOR AMENITY AREA
- CHILDREN'S PLAY
- ADDITIONAL OUTDOOR AMENITY AREA (2ND FLOOR) 1,117.06 SQ.FT. IN TOTAL
- PRIVATE YARD AREA

Area Type	Depth (ft)	Width (ft)	Area (sq. ft.)	Area (sq. ft.) required
Amenity areas	12.00	31.23	374.76	1211.72
Children's play areas	17.50	26.25	461.48	376.48
Total amenity areas	29.50	26.81	636.24	1588.20

1 2ND FLOOR OUTDOOR OPEN AREA OVERLAY
Scale: 1:150

REGULATORY COMPLIANCE (BY APPLICANT/OWNER)
This plan is submitted in accordance with the applicable laws, codes and regulations of the City of Vancouver. The applicant/owner is responsible for ensuring that the plan complies with all applicable laws, codes and regulations. The architect is not responsible for any errors or omissions in this plan or for any consequences that may arise from its use. The architect's liability is limited to the professional services rendered by the architect.

REVISIONS
NO. DATE DESCRIPTION
1 11/11/2020
2 11/11/2020
3 11/11/2020
4 11/11/2020
5 11/11/2020
6 11/11/2020
7 11/11/2020
8 11/11/2020
9 11/11/2020
10 11/11/2020

PROJECT
8885-8895 COOK CRESCENT
TOWNHOUSE DEVELOPMENT
8885-8895 Cook Crescent,
Richmond BC
ARCHITECT
S ARCHITECT

SCALE
DATE: 11/11/2020
BY: J. SMITH
CHECKED BY:
APPROVED BY:
21-28
SHEET NO.

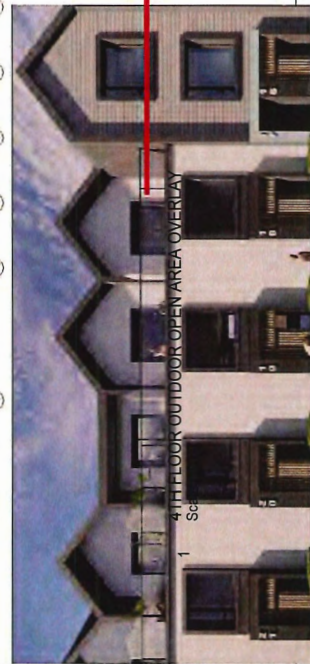
2ND Floor Outdoor Open Area Overlay
EXISTING

4th Floor Outdoor Amenity Overlay



4/F patios with glass fences

- Each multi-level townhouse unit is provided with a roof patio
- More sunlight for central courtyard through transparent glass fences on 4th-floor patios



DESIGN RESPONSIBILITY STATEMENT
 I, the undersigned, as the registered professional seal and signature of the architect, certify that I am the author of the design and that I am a duly licensed architect in the State of Colorado. I am not providing my services as an architect under a contract with another architect or firm of architects. I am not providing my services as an architect under a contract with another architect or firm of architects. I am not providing my services as an architect under a contract with another architect or firm of architects.

DATE	10/15/2024
PROJECT	8835-8695 COOK CRESCENT TOWNHOUSE DEVELOPMENT
OWNER	8835-8695 Cook Crescent, Richmond BC
ARCHITECT	J S ARCHITECTS
DATE	10/15/2024
PROJECT	8835-8695 COOK CRESCENT TOWNHOUSE DEVELOPMENT
OWNER	8835-8695 Cook Crescent, Richmond BC
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DATE	10/15/2024
PROJECT	8835-8695 COOK CRESCENT TOWNHOUSE DEVELOPMENT
OWNER	8835-8695 Cook Crescent, Richmond BC
ARCHITECT	J S ARCHITECTS

Streetscape - East Elevation



- Vertical fins as separators
- Hardie board (white finish)
- Hardie board (grey finish)



- Different material on G/F to visually reduce height of building.
- Vertical fins, occasional black exterior, and glazing break G/F into parts instead of long solid walls.



2 EAST ELEVATION - STREETSCAPE
Scale: 1:250

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REVISIONS:

ISSUED FOR PERMITS

DATE: 10/15/2024

BY: [Signature]

PROJECT: 8835-8885 COOK CRESCENT TOWNHOUSE DEVELOPMENT

LOCATION: 8835-8885 Cook Crescent, Woodburn, CA

8835-8885 COOK CRESCENT TOWNHOUSE DEVELOPMENT

8835-8885 Cook Crescent, Woodburn, CA

8835-8885 COOK CRESCENT TOWNHOUSE DEVELOPMENT

8835-8885 Cook Crescent, Woodburn, CA

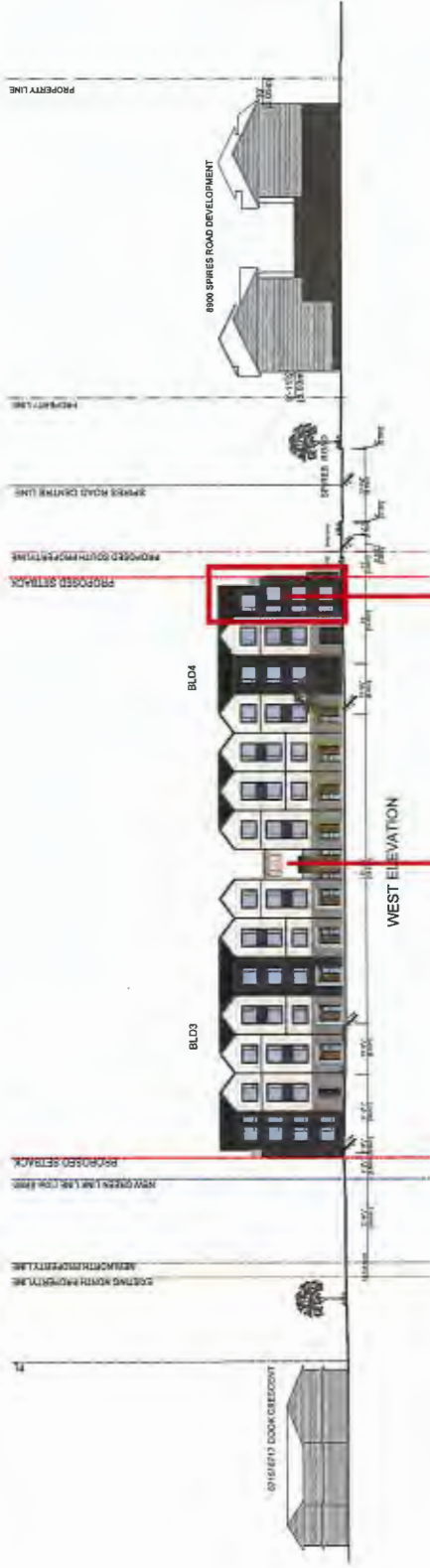
8835-8885 COOK CRESCENT TOWNHOUSE DEVELOPMENT

8835-8885 Cook Crescent, Woodburn, CA

Street-Scape-02

A5.02

Streetscape - West Elevation

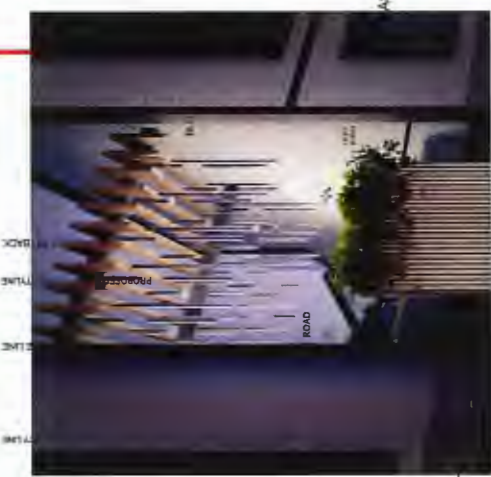


1 WEST ELEVATION - STREETSCAPE
Scale: 1:250



8000 SPIRES ROAD DEVELOPMENT

2 EAST ELEVATION - STREET
Scale: 1:250



REVISIONS:
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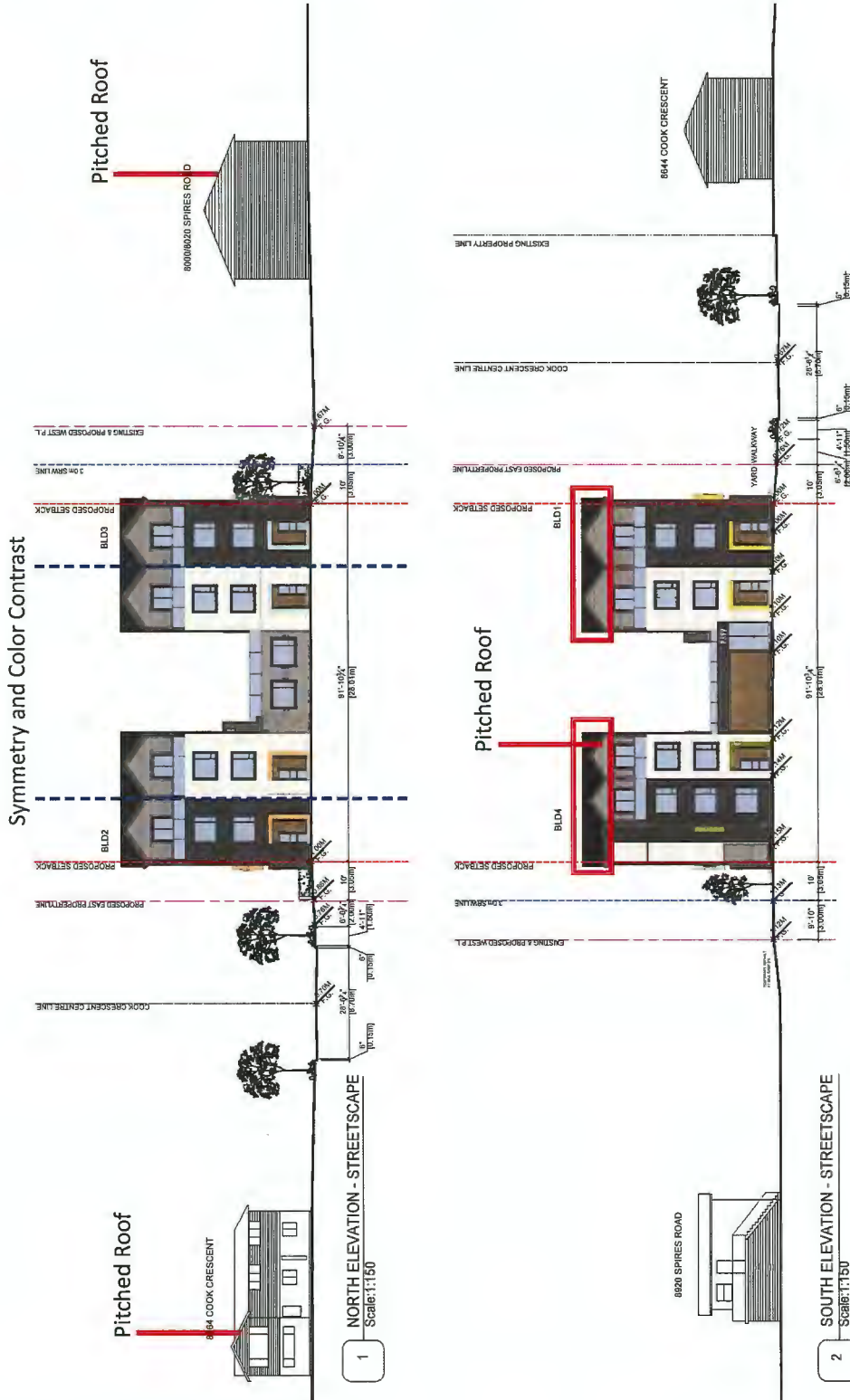
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CHECKED BY: J+S ARCHITECTS
DATE: 2024-01-15
SCALE: 1:250

PROJECT: 8000 SPIRES ROAD DEVELOPMENT
DRAWN BY: J+S ARCHITECTS
CHECKED BY: J+S ARCHITECTS
DATE: 2024-01-15
SCALE: 1:250

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3	CORRECTED DRAWING TO REFLECT THE LATEST APPROVED PERMITS AND CONDITIONS.	2024-01-15
4	CORRECTED DRAWING TO REFLECT THE LATEST APPROVED PERMITS AND CONDITIONS.	2024-01-15
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9	CORRECTED DRAWING TO REFLECT THE LATEST APPROVED PERMITS AND CONDITIONS.	2024-01-15
10	CORRECTED DRAWING TO REFLECT THE LATEST APPROVED PERMITS AND CONDITIONS.	2024-01-15

- Vertical metal tube elements hanging over the amenity areas to fill in spacing and activate building frontage further.
- Side facade of corner units is treated as the front facade.

Streetscape - North & South Elevations



- Contemporary take on traditional architectural style -- Pitched roof in the neighborhood.
- Symmetry and contrast of black and white are utilised to enhance the North and South Facade.

Further articulation to provide individuality to each block



Building 1
Sun (Yellow)



Building 2
Land (Orange)



Building 3
Water (Blue)

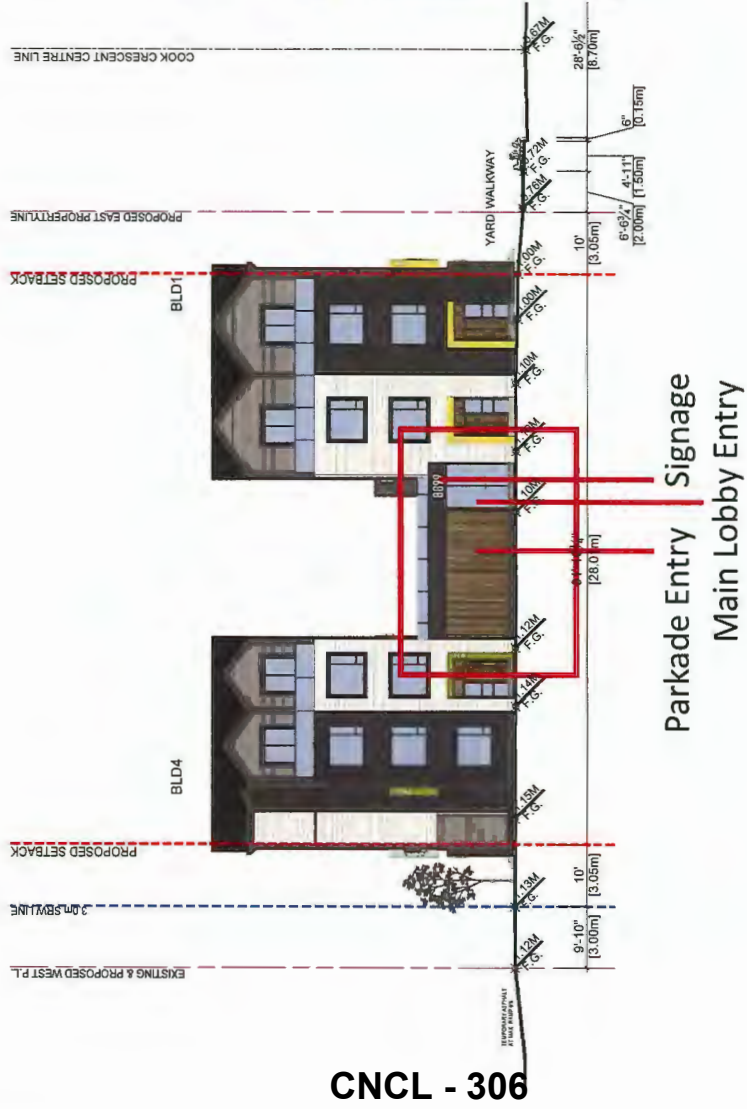


Building 4
Life (Green)



- Different color to the individual entry frames to give identity to each individual block.
- A signboard for each building block is hung at the corner unit to draw pedestrian attention.

Highlighting The Main Entrance



- The main lobby is under a large frame with the parkade entry.
- The architectural style of the frame is consistent with the overall contemporary style.
- Larger and higher than individual unit frames to be easily recognized.
- Features large glazing, which appears distinct from the individual unit entry with wood cladding.
- The address signage hung over lobby entry is for pedestrians to promptly notice its significance.

Sustainability Strategy

The proposed building will comply with **BC Energy Step Code Step 4 target**, fulfilling the City's requirements.

Current Requirements

The table below outlines Richmond's BC Energy Step Code requirements for Part 3 buildings.

Building Type	Jul 1, 2022 to Oct 30, 2023	After Oct 31, 2023
Residential greater than 6 stories or non-combustible construction	Step 3 or Step 2 and LCES	Step 3 w/ EL-1 or Step 2 w/ EL-2 Step 4 w/ EL-1
Residential 6 stories or less with combustible construction	Step 3 and LCES	Step 3 w/ EL-2 or Step 3 w/ EL-1
Office and Retail buildings	Step 3 or Step 2 and LCES	Step 3 w/ EL-2 or Step 2 w/ EL-1
Hotels and Motels	Step 2 and LCES	Step 3 w/ EL-2

The proposed building is a combustible construction and is required to meet Step 4 w/ EL-1 or Step 6 w/ EL-2. Emission Level (EL) information of EL-1 and EL-2 are listed in the BC Building Code Section 10.3.

Table 1 Modelling Results Summary

Design Cases	TEUI	TEDI
Step 4	100.0	15.0
Proposed design	94.3	13.34

Other highlighted features include:

- Operable panes for natural ventilation and light penetration.
- Light-colored roof pavers for roof decks to reduce heat absorption and cooling loads.
- LED lights to reduce electrical power demands.
- High-efficiency heat pumps.
- Double-glazed windows for energy efficiency.

Proposed **energy conservation measures (ECMs)** to help the project achieve the energy and emission performance requirements:

- High-performance building envelope considering the thermal bridging effect

Model Inputs	Proposed
Glazing Information	
Window assembly U-value (including frame) (Btu/h.ft ² .°F) & SHGC	U 0.15 SHGC 0.38
WWR	22.66%
Envelope Information	
Overall wall effective R or U-value (ft ² .°F.h/Btu)	Over all exterior wall R20.5 with TB: WF wall: effective R35 Wall between parkade and conditioned space: effective R24 Parkade exterior Wall: 8" reinforced concrete wall
Overall roof effective R-value (ft ² .°F.h/Btu)	EffectiveR40

- Direct Ventilation with in-suite HRV (72% SRE) will be incorporated into the ventilation system design
- High-efficiency HVAC system with air source heat pump heating and cooling at suite level (heating COP of 3.5 and cooling SEER of 3.8)



CNCL - 312

Landscape Design

REEL:

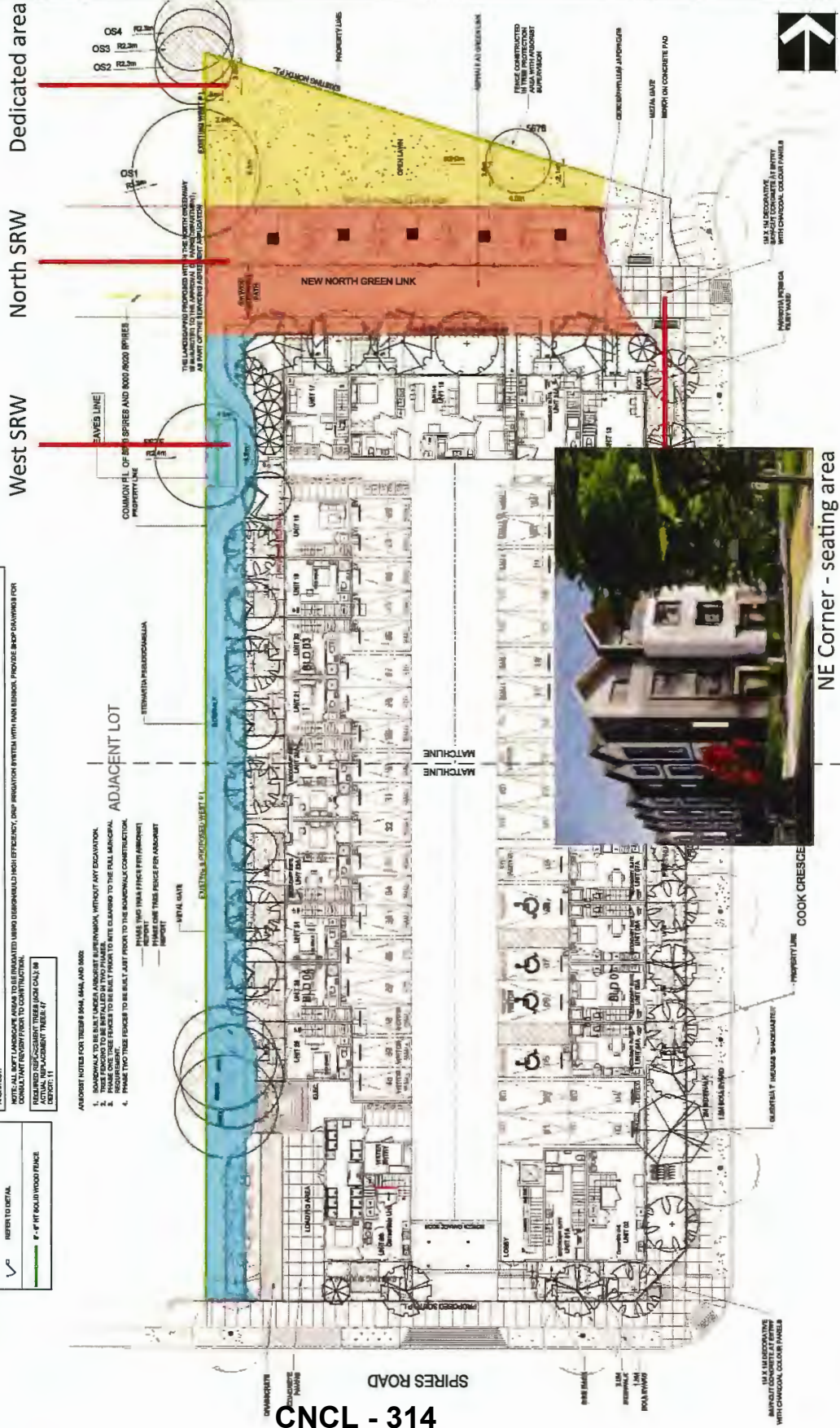
PLANT SCHEDULE - SRW	PLANTED BEST PRACTICES
TYPE 1. ACER PALMATUS BLOODGOOD 2. CESTRUM T. HORNIA WANDAMMERT 3. DIPTEROCARPUS NICHOLIA USMANSI BENTINCKII 4. HAKONIA VOGELI 5. PARROTIA PINDICA BERTY PAPE 6. STYVANIA PSEUDOCAMMILLA	COMMON NAME RED JAPANESE WOOD BANGKOKER HONEY LOCUST KORBI MANGROVA WHITE HARTY VARE FROMAN BIRCHWOOD JAPANESE STREWARTIA
REQUIREMENTS 1. 100% PLANTING 2. 100% PLANTING 3. 100% PLANTING 4. 100% PLANTING 5. 100% PLANTING 6. 100% PLANTING	COMMON NAME RED JAPANESE WOOD BANGKOKER HONEY LOCUST KORBI MANGROVA WHITE HARTY VARE FROMAN BIRCHWOOD JAPANESE STREWARTIA

PLANT SCHEDULE - SRW	PLANTED BEST PRACTICES
TYPE 1. ACER PALMATUS BLOODGOOD 2. CESTRUM T. HORNIA WANDAMMERT 3. DIPTEROCARPUS NICHOLIA USMANSI BENTINCKII 4. HAKONIA VOGELI 5. PARROTIA PINDICA BERTY PAPE 6. STYVANIA PSEUDOCAMMILLA	COMMON NAME RED JAPANESE WOOD BANGKOKER HONEY LOCUST KORBI MANGROVA WHITE HARTY VARE FROMAN BIRCHWOOD JAPANESE STREWARTIA
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MATERIAL LEGEND
SOLID LAWN
SANDPARK
CONCRETE PAVING
BAKED CONCRETE WITH CHROMAL COLOUR PANELS
HAZEL BIRCHWOOD P/WOOD
REFER TO DETAIL
4" FT SOLID WOOD FENCE



WOOD RAILING BAKED BY WOOD



NO.	DATE	REVISION/DESCRIPTION	DL
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3	2008-13-22P	ISSUED FOR PERMIT	DL
4	2008-13-22P	ISSUED FOR PERMIT	DL
5	2008-13-22P	ISSUED FOR PERMIT	DL
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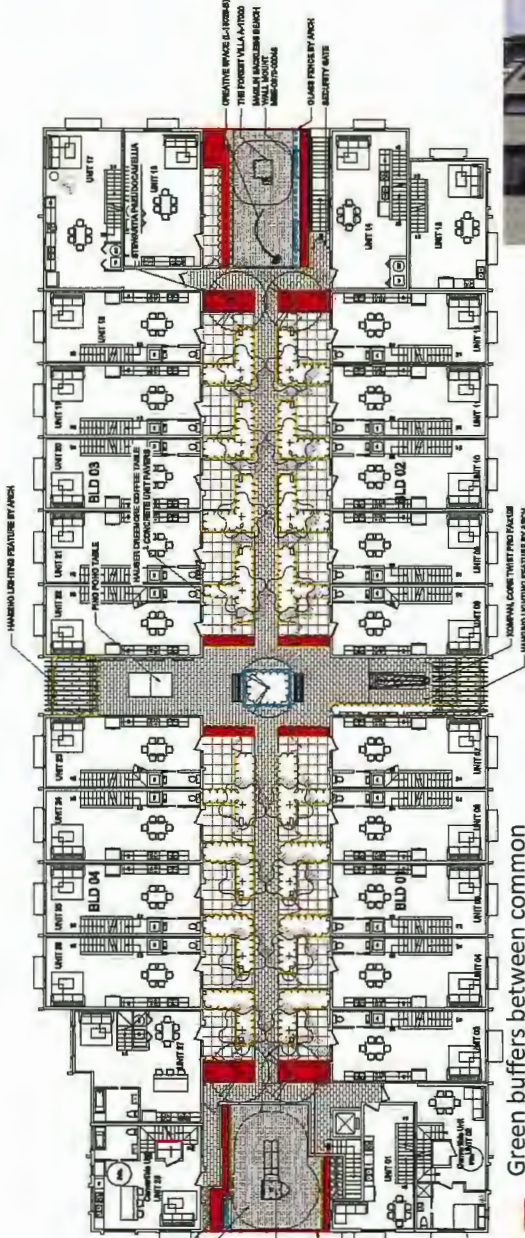
PROJECT: RESIDENTIAL DEVELOPMENT
8635-8695 COOK CRESCENT
RICHMOND, BC

DRAWING TITLE: LANDSCAPE PLAN
GROUND LEVEL

DATE: 21.04.11 DRAWING NUMBER:
SCALE: 1:500 DO: L1
DRAWN: DO
DESIGN: DO
CHECK: ACT

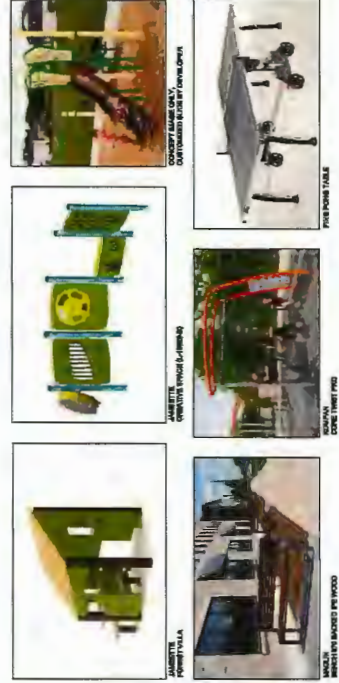
PROJECT NUMBER: 22-965

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Green buffers between common areas and residential units

PLANT SCHEDULE	COMMON NAME	COLLUMNS AND PLANTING	PLANTING SPECIFICATIONS
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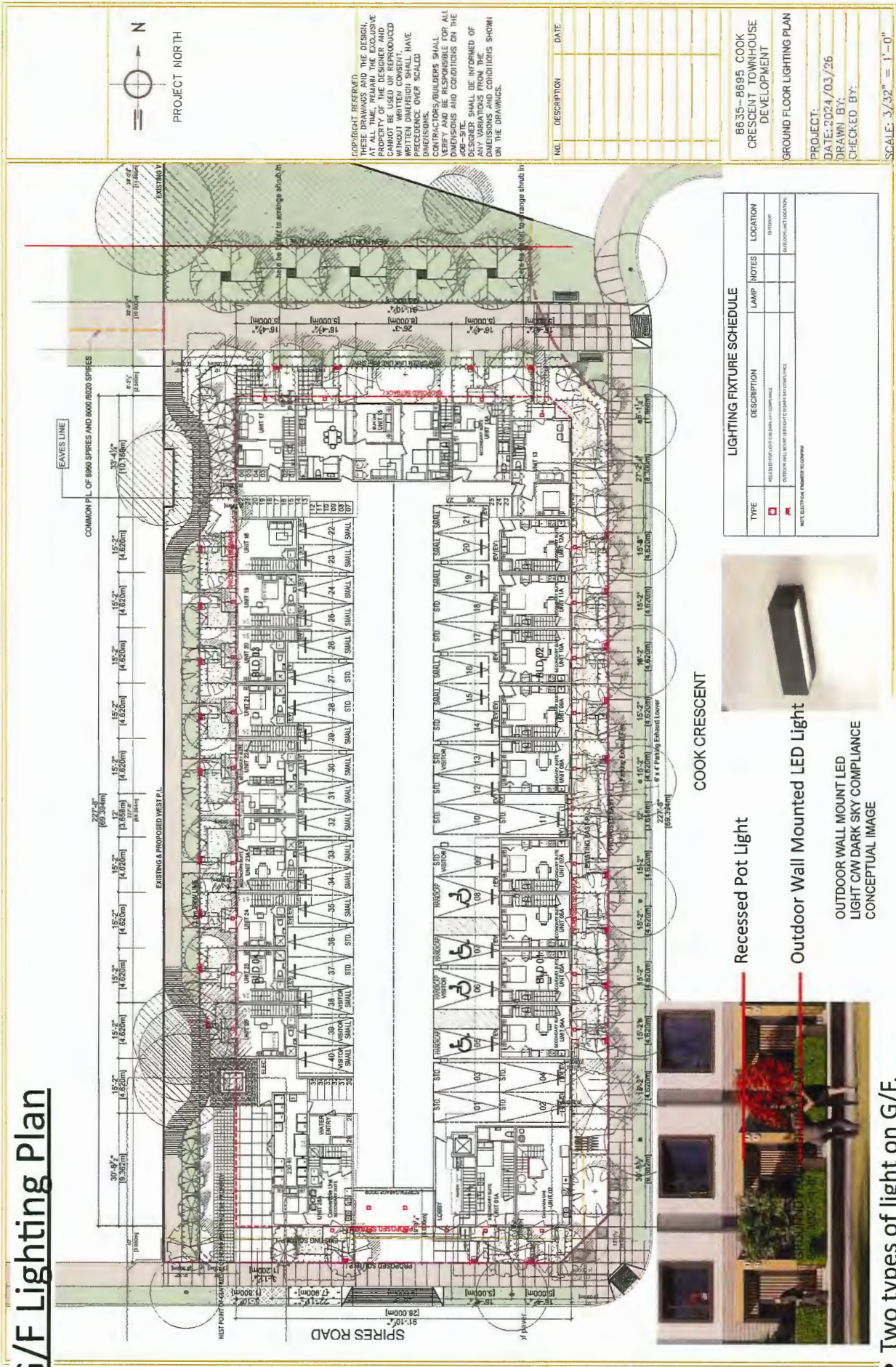
- Individual patios are separated from common spaces by metal gates and planters.
- Green buffers between the play/amenity area and residential units for privacy and noise mitigation.

Type of Amenities



- The play areas are in the south and another in the north between buildings, each for a different age group (age 2 to 5 and age 5-12).
- A variety of play equipment for different play opportunities and benches for caregivers are provided in play areas, surrounded by appropriate shrub material as screens for privacy and noise mitigation.

G/F Lighting Plan



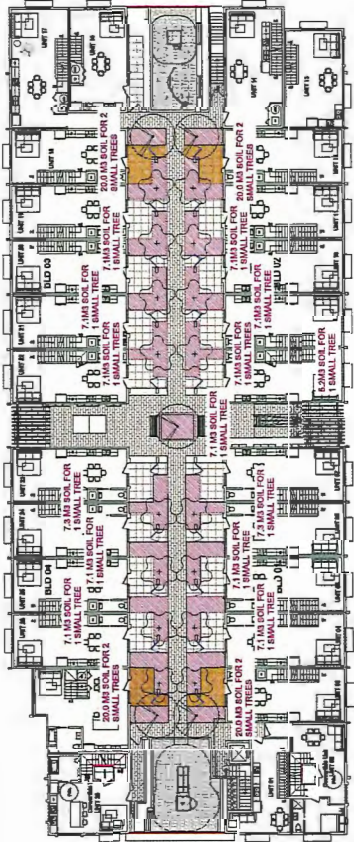
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pmg
 LANDSCAPE ARCHITECTS
 Suite 100 - 4100 8th Street SW
 Vancouver, BC V6Z 2Y6
 P: 604-264-0011 | F: 604-264-0022

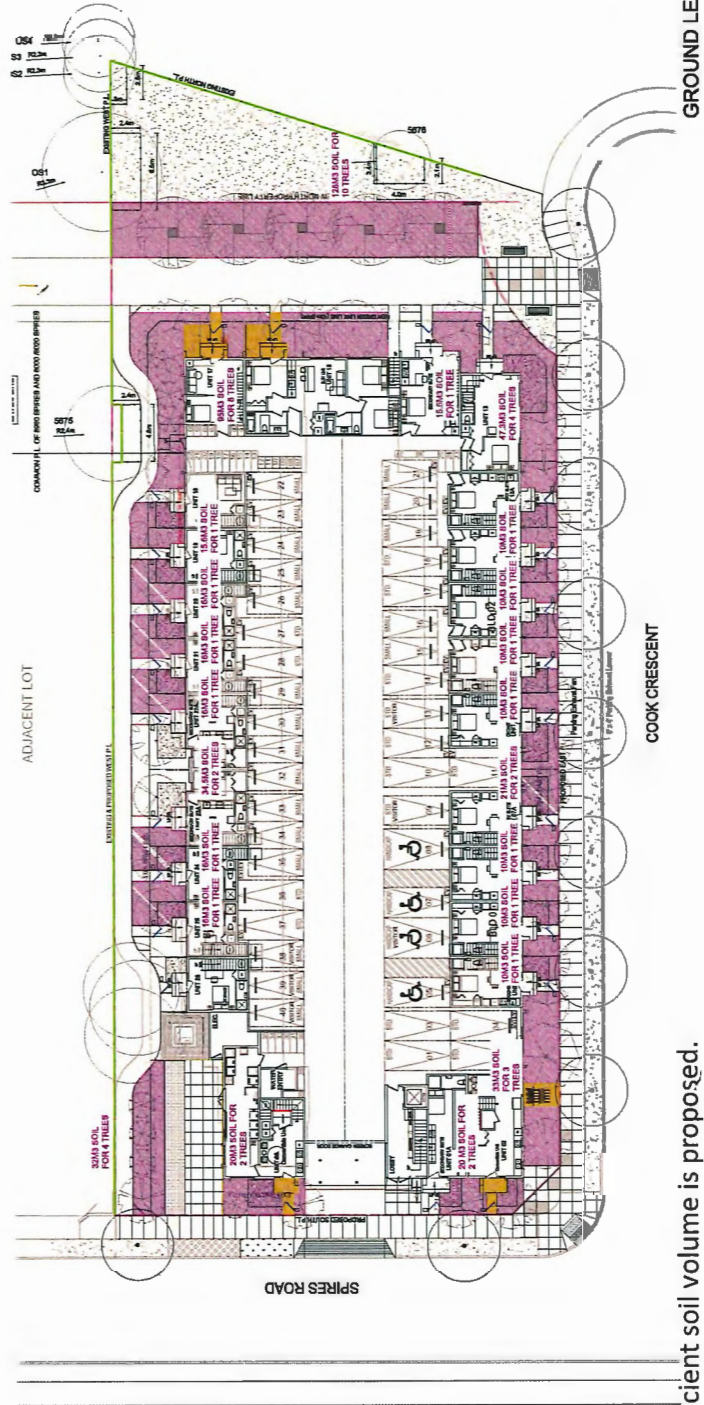
SCALE

STRUCTURAL SOIL
 AREA WITH ORGANIC SOIL DEPTH
 NOTE: THE SOIL DEPTH FOR REEF AREAS REFERS TO LANDSCAPE SPECIFICATIONS OR CANADIAN LANDSCAPE STANDARDS.

LEVEL 2



CNCL - 320



Sufficient soil volume is proposed.



GROUND LEVEL

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CLIENT:

RESIDENTIAL DEVELOPMENT
 8833-8888 COOK CRESCENT
 RICHMOND, BC

PROJECT TITLE:
SOIL VOLUME PLAN

DATE: 2/24/23
 SCALE: 1:500
 DRAWN: DD
 DESIGNED: DD
 CHECKED: ACT
 DRAWING NUMBER: **L7**
 OF 11
 PMO PROJECT NUMBER: 22-065

2205-5327

Schedule 2 to the Minutes of the
Development Permit Panel
meeting held on Wednesday,
April 24, 2024

DEVELOPMENT PERMIT PANEL



CNCL - 321

RIVER POINTE

at #10611 and #10751 River Drive for Bains Properties Inc. by Fougere Architecture Inc. and PMG Landscape Architects on April 24, 2024

CONTEXT



RIVER POINTE

at #10611 and #10751 River Drive for Bains Properties Inc. by Fougere Architecture Inc. and PMG Landscape Architects on April 24, 2024

CONCEPT AND PUBLIC REALM



-  Public Art
-  Public Walkways

CNCL - 323



ACCESS AND CONNECTIVITY



- Public Art *
- Public Walkways - - - - -
- Secondary Pedestrian Circulation - - - - -

CNCL - 324





SECTION 3

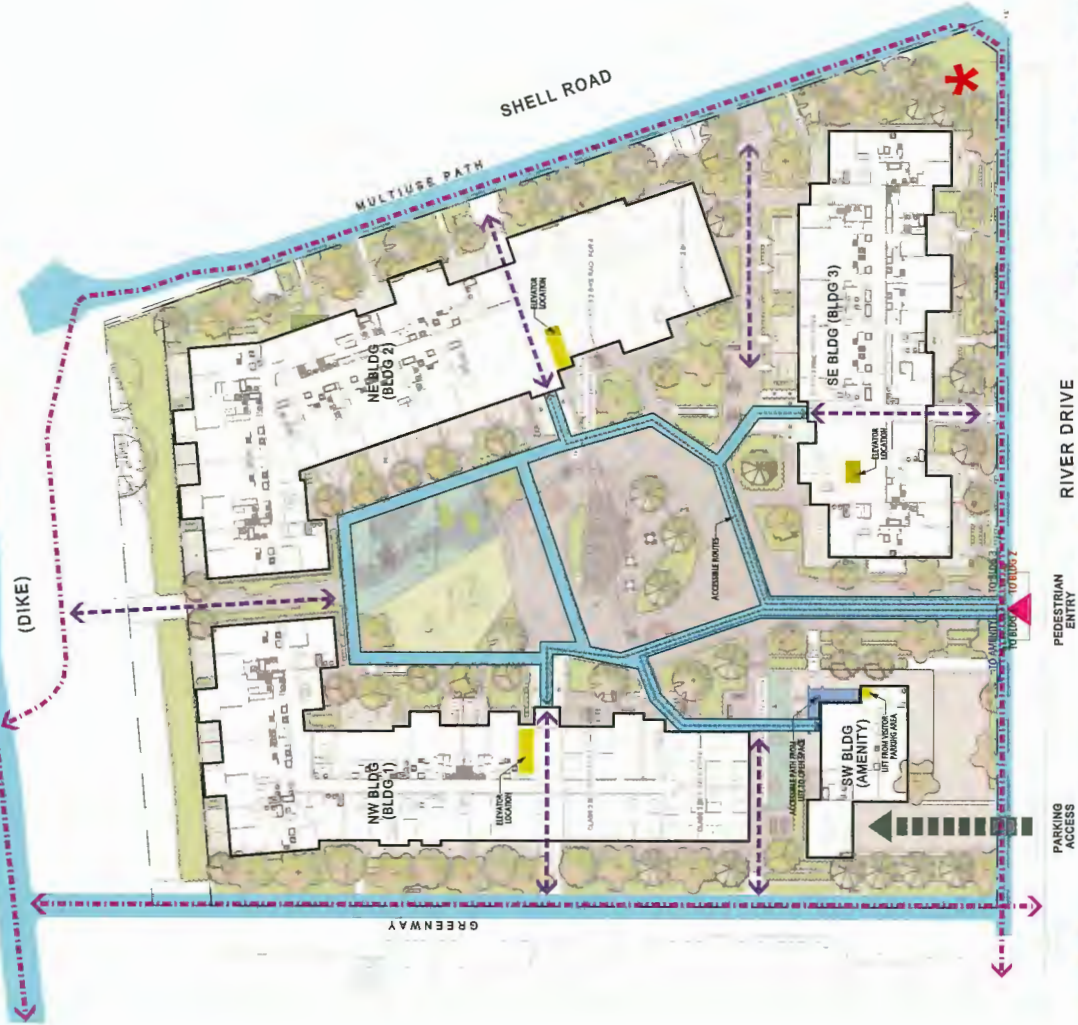







SECTION 4

50m LEVEL 1

50m LEVEL 1

ACCESSIBILITY AND CIRCULATION

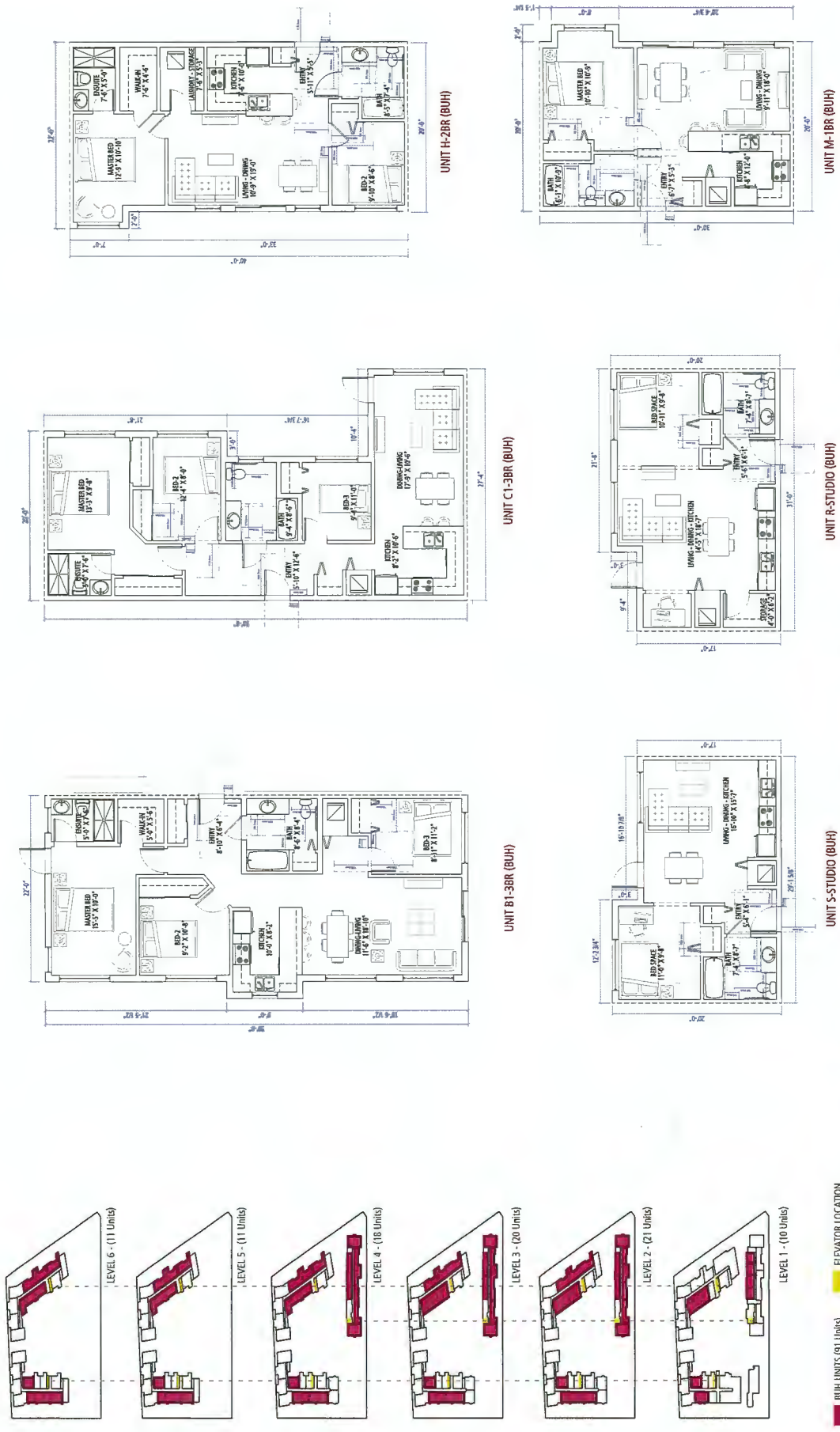


-  Public Art
-  Public Walkways
-  Secondary Pedestrian Circulation
-  Primary Pedestrian Circulation
-  Accessible Path

CNCL - 327



LOCATION OF HOMES WITH BUH (Basic Universal Housing) FEATURES



MATERIAL BOARD



CNCL - 329



SW IRON ORE 7069
HARDIE BOARD AND BATTEN



FISHER COATING CEDERTONE
HARDIE SOFFIT



SW IRON ORE 7069
HARDIE PANELS, FLASHINGS



SW RIVER ROCK 8215
HARDIE SIDING AND PANELS



SW PORTSMOUTH 9644
HARDIE PANELS



SW STARGAZER 9635
HARDIE PANELS



HARDIE EVENING BLUE
HARDIE PANELS



SW EXTRA WHITE 7006
HARDIE SIDING AND PANELS

RIVER POINTE at #10611 and #10751 River Drive for Bains Properties Inc. by Fougere Architecture Inc. and PMG Landscape Architects on April 24, 2024



VIEW 1



VIEW 2





VIEW 3



VIEW 4



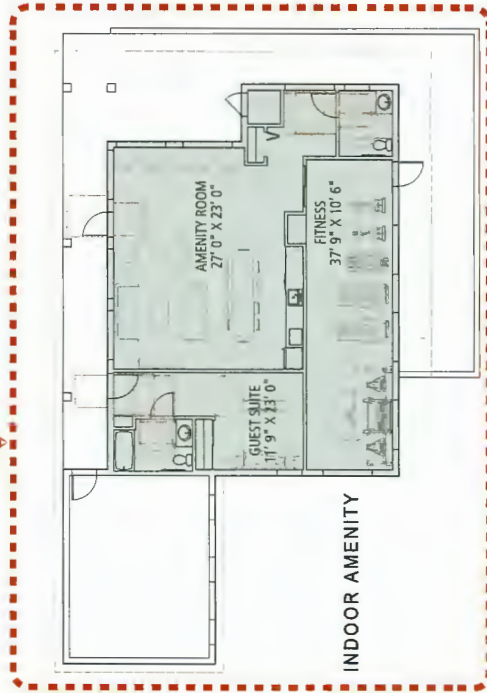
RIVER POINTE

at #10611 and #10751 River Drive for Bains Properties Inc. by Fougere Architecture Inc. and PMG Landscape Architects on April 24, 2024

COMMON AMENITY



CNCL - 332



RIVER POINTE

at #10611 and #10751 River Drive for Bains Properties Inc. by Fougere Architecture Inc. and PMG Landscape Architects on April 24, 2024.



PROPOSED COMMERCIAL DEVELOPMENT

18399 BLUNDELL ROAD, RICHMOND, B.C.

ISSUED FOR DEVELOPMENT PERMIT

MARCH 22, 2024



GWA

Prospect & Refuge
LANDSCAPE ARCHITECTS



MASON
TOP LIS
& PARTNERS
ENGINEERING

ARCHITECTURAL DRAWING LIST

- A0.0 COVER SHEET
- A0.1 CONTEXT PLAN
- A0.1 SITE SURVEY PLAN
- A1.0 SITE PLAN
- A1.1 FIRE ACCESS PLAN
- A2.0 FLOOR PLAN
- A3.0 BUILDING A ELEVATIONS
- A3.1 BUILDING B ELEVATIONS
- A3.2 BUILDING A RENDERERS
- A3.3 BUILDING B RENDERERS
- A3.4 COURTYARD VIEWS
- A3.5 STREETSCAPE

LANDSCAPE DRAWING LIST

- L0 LANDSCAPE COVER SHEET
- L1 LANDSCAPE MATERIAL AND LAYOUT PLAN
- L2 LANDSCAPE PLANTING PLAN
- L3 LANDSCAPE DETAIL

CIVIL DRAWING LIST

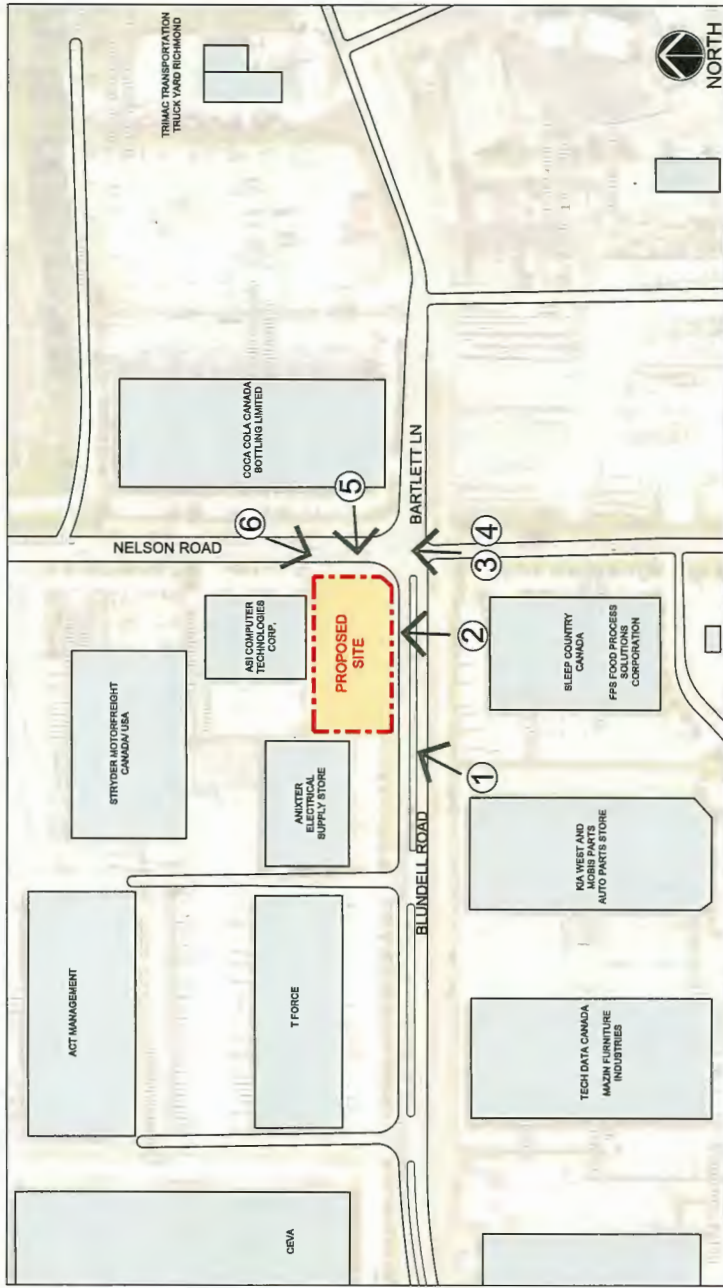
- LOT GRADING PLAN





VICINITY PLAN

SCALE: NTS



① VIEW LOOKING NORTH FROM BLUNDELL ROAD



② VIEW LOOKING NORTH FROM BLUNDELL ROAD EXISTING BUS STOP



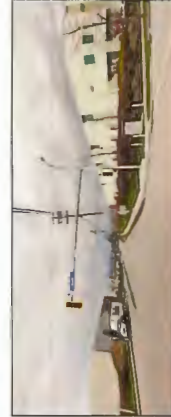
③ VIEW NORTH AT INTERSECTION OF BLUNDELL AND NELSON ROAD



④ VIEW NORTH AT INTERSECTION OF BLUNDELL AND NELSON ROAD



⑤ VIEW LOOKING WEST FROM NELSON ROAD



⑥ VIEW LOOKING SOUTH-WEST FROM NELSON ROAD





SITE PLAN SCALE: NTS



① VIEW FROM THE SITE LOOKING TO SOUTH-WEST SITE CORNER



② VIEW FROM THE SITE LOOKING TO NORTH-WEST SITE CORNER



VICINITY PLAN SCALE: NTS

LEGEND:

- a) PROPOSED SITE
- b) TUGBOAT ANNIE'S PUB & GRILLE
- c) NANAKGAR GURDWARA GURSIKHX TEMPLE



③ VIEW FROM THE SITE LOOKING WEST TO NELSON ROAD



④ VIEW FROM THE SITE LOOKING EAST TO ANIXTER ELECTRICAL BUILDING





SITE PLAN SCALE: NTS



5 VIEW FROM THE SITE LOOKING NORTH TO ASI COMPUTER BUILDING



6 VIEW FROM BLUNDELL ROAD LOOKING WEST



VICINITY PLAN SCALE: NTS

LEGEND:

- a) PROPOSED SITE
- b) TUGBOAT ANNIE'S PUB & GRILLE
- c) NANAKSAR GURDWARA GURSIRKH TEMPLE



7 VIEW FROM BLUNDELL ROAD LOOKING EAST



8 VIEW FROM BLUNDELL ROAD LOOKING EAST



GWA

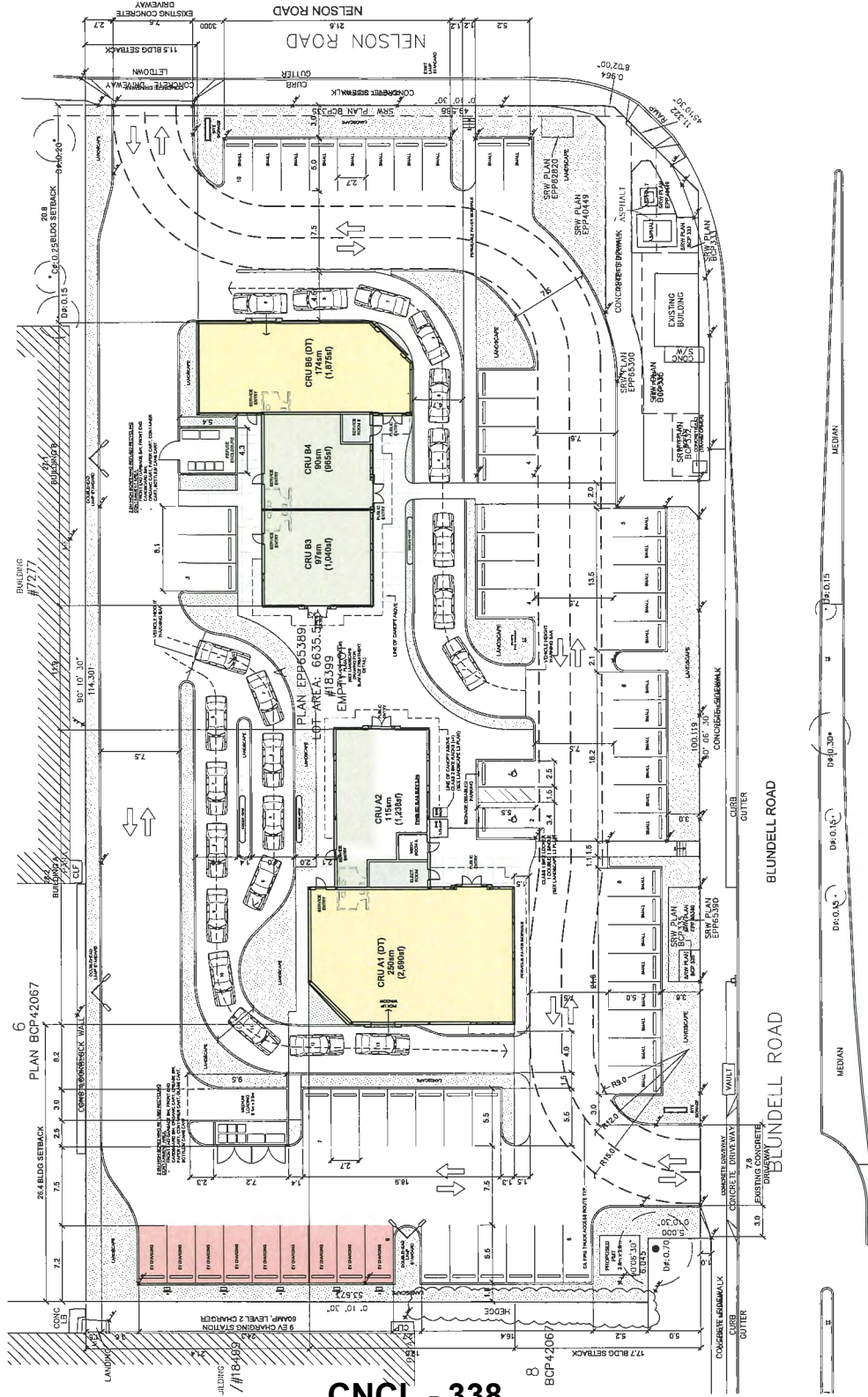
PROPOSED COMMERCIAL DEVELOPMENT
18389 BLUNDELL ROAD, RICHMOND, BC



SITE CONTEXT

A0.3

MARCH 22, 2024



PROPOSED COMMERCIAL DEVELOPMENT KINGSWOOD INDUSTRIAL PARK 18399 BLUNDELL ROAD	
ZONING	INDUSTRIAL (I)
LEGAL DESCRIPTION	LOT 7 SECT 18 BLK NORTH RANGE 4 WEST WESTMINSTER DISTRICT PL LCP/2007
PERMITTED USE	GENERAL INDUSTRY, DRIVE THROUGH RESTAURANT THROUGH RESTAURANT THROUGH RESTAURANT
PROPOSED USE	
LOT AREA	9,635.02 m ² (71,244.0)
PERMITTED LOT COVERAGE	MAX 15%
PROPOSED LOT COVERAGE	11.4%
PROPOSED BUILDING FOOTPRINT	759 m ² (8,189m)
PERMITTED FLOOR AREA RATIO (FAR)	1.0
PROPOSED FLOOR AREA RATIO (FAR)	0.11
BUILDING SETBACKS	REQUIRED PROPOSED
FRONT YARD (Nelson Rd)	3.0m
REAR YARD (West)	20.8m
REAR YARD (North)	28.4m
EXTERIOR SIDE YARD (Blundell Rd)	3.0m
EXTERIOR SIDE YARD (Nelson Rd)	17.7m
HEIGHT	MAX 16.0m
NOTE: ACCENT PANEL HEIGHTS VARY FROM 8.5m TO 15m	4.7m
PARKING SIZE	STANDARD 2.85m W x 5.5m L SMALL 2.40m W x 5.0m L ACCESSIBLE 2.80m W x 5.5m L 1m SHARED ACCESSIBLE
ASILE WIDTH (TYO-VHW)	7.6m
PARKING	REQUIRED PARKING SPACES
AMERICAN VAN USE CATEGORY	PARKING SPACES REQUIRED
RESTAURANT	15 SPACES PER 100m ² OF RESTAURANT FLOOR AREA
DRIVE THRU	7 SPACES PER DRIVE THRU TO 50m ² MAX VEHICLE EXPOSURE AREA IN ADVANCE OF DRIVE THRU
ACCESSIBLE PARKING	1 PER 100 SPACES (OR STANDARD * 29 SMALL)
LOADING	1 MEDIUM SIZE LOADING
REQUIRED (MINIMUM) SPACES	7 SPACES

LEGEND	
	LANDSCAPE AREA
	PAVEMENT AREA
	PROPOSED BY CHANGING STATION
	PROPOSED BY STALLS WITH PEDESTALS
	BUMP LEVEL 2 CHARGER



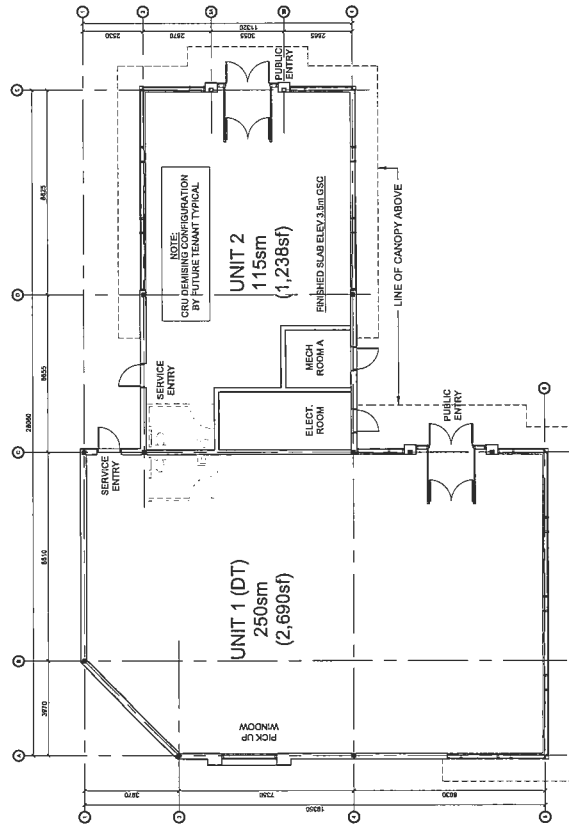
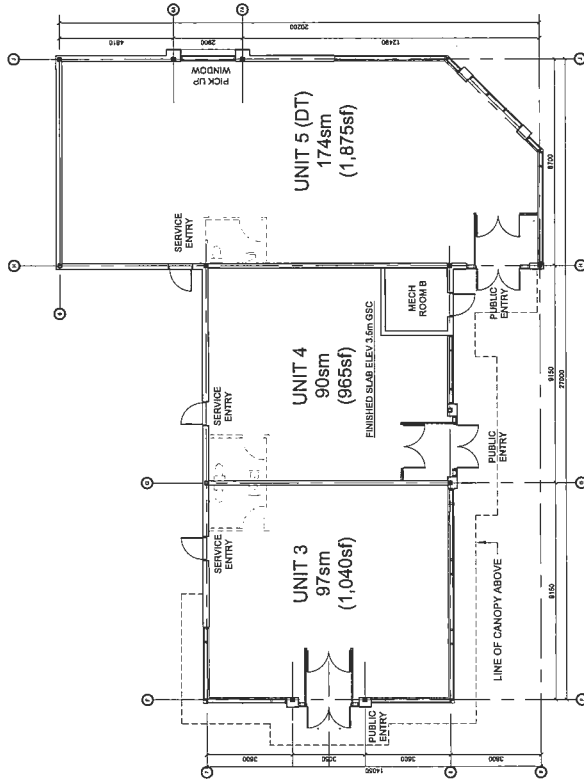
A1.0
SITE PLAN

SCALE 1:200
MARCH 22, 2024

GWA PROPOSED COMMERCIAL DEVELOPMENT
18399 BLUNDELL ROAD, RICHMOND, BC



CNCL - 338



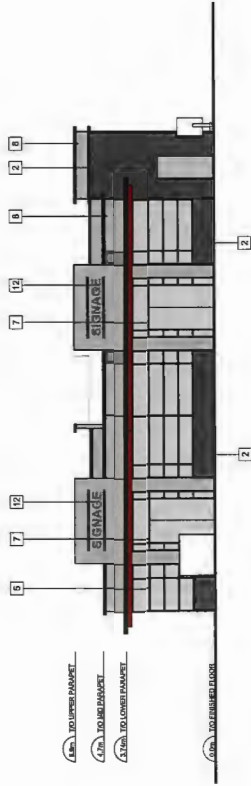
CNCL - 339



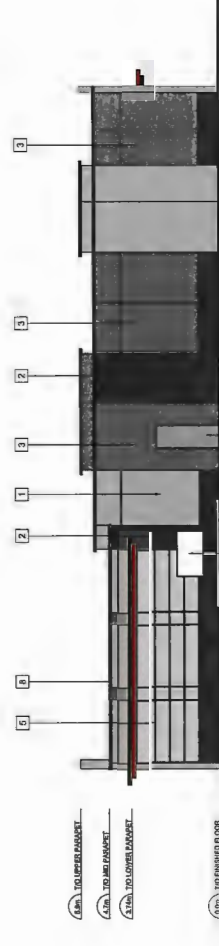
A2.0

BUILDING A & B FLOOR PLANS
SCALE 1:100
MARCH 22, 2024

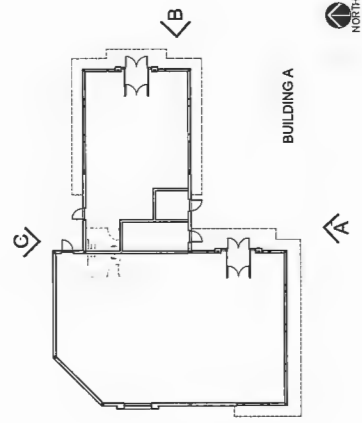




B EAST ELEVATION



D WEST ELEVATION



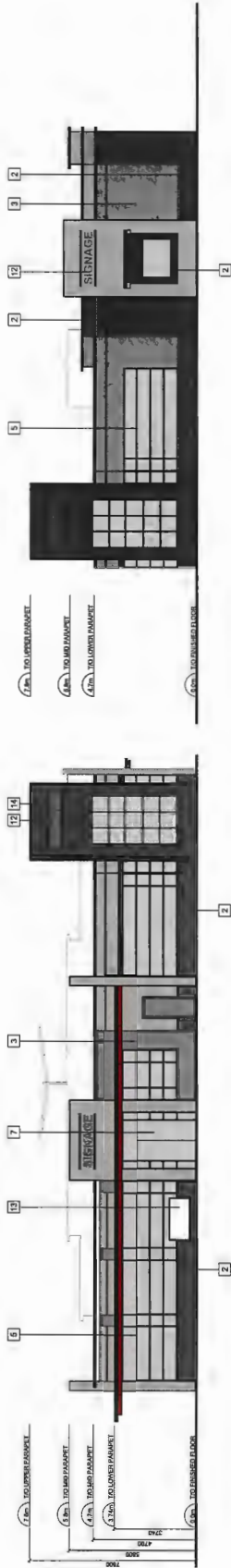
MATERIAL LEGEND

1	INSULATED METAL PANEL (LIGHT GRAY) COLOR: SHINE GRAY (OR EQUIVALENT)	2	PREPARED METAL FLUORENE COLOR: CHAMPAGNE (BY VIEWER)
2	INSULATED METAL PANEL (DARK GRAY) COLOR: BLACK (OR EQUIVALENT)	3	INSULATED METAL PANEL (DARK GRAY) COLOR: BLACK (OR EQUIVALENT)
3	INSULATED METAL PANEL (DARK GRAY) COLOR: TRANSPARENT (OR EQUIVALENT)	4	GLAZED
4	GLAZED	5	GLAZED (WITH BLACK FRAME)
5	GLAZED (WITH BLACK FRAME)	6	PAINTED (COLOR: GREY T10)
6	PAINTED (COLOR: GREY T10)	7	GLAZED (WITH TRANSPARENT DUNE DOUBLE DOORS)
7	GLAZED (WITH TRANSPARENT DUNE DOUBLE DOORS)	8	ILLUSTRATION REF: 14

MATERIAL LEGEND

1	INSULATED METAL PANEL (LIGHT GRAY) COLOR: SHINE GRAY (OR EQUIVALENT)	2	PREPARED METAL FLUORENE COLOR: CHAMPAGNE (BY VIEWER)
2	INSULATED METAL PANEL (DARK GRAY) COLOR: BLACK (OR EQUIVALENT)	3	INSULATED METAL PANEL (DARK GRAY) COLOR: BLACK (OR EQUIVALENT)
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7	GLAZED (WITH TRANSPARENT DUNE DOUBLE DOORS)	8	ILLUSTRATION REF: 14





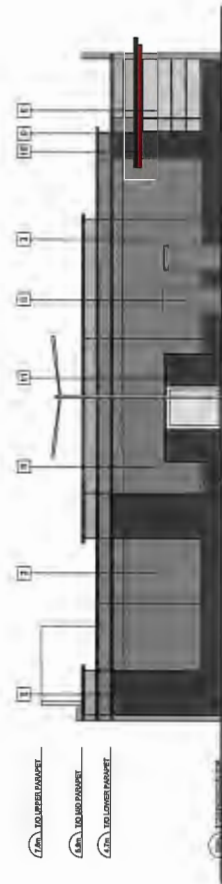
A SOUTH ELEVATION



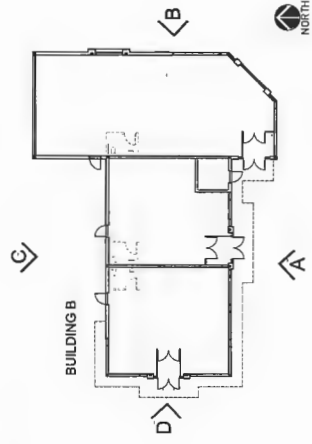
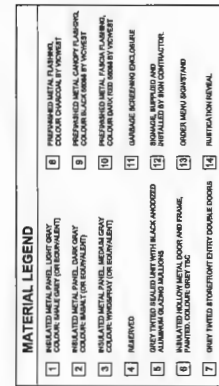
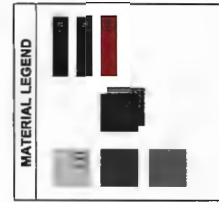
C NORTH ELEVATION



B EAST ELEVATION



D WEST ELEVATION





SOUTHEAST CORNER

CNCL - 342



NORTHEAST CORNER



SOUTHWEST CORNER



NORTHWEST CORNER



KINGWOOD CAPITAL CORPORATION

GWA

PROPOSED COMMERCIAL DEVELOPMENT

18599 BLUNDELL ROAD, RICHMOND, BC



BUILDING A RENDERS

A3.2

MARCH 22, 2024



SOUTHEAST CORNER



NORTHWEST CORNER



SOUTHWEST CORNER



NORTHEAST CORNER

CNCL - 343



KINGWOOD CAPITAL CORPORATION

GWA

PROPOSED COMMERCIAL DEVELOPMENT

18399 BLUNDELL ROAD, RICHMOND, BC



BUILDING B RENDERERS

A3.3

MARCH 22, 2024



COURTYARD VIEW A



COURTYARD VIEW B





A STREETScape VIEW FROM BLUNDELL ROAD



B STREETScape VIEW FROM NELSON ROAD

CNCL - 345



PROJECT NAME: Proposed Commercial Development

PROJECT NO: 2023-26

PROJECT ADDRESS: 18399 Blundell Road, Richmond, BC

DATE: 2024-03-20

ISSUED FOR: Re-issue for DP

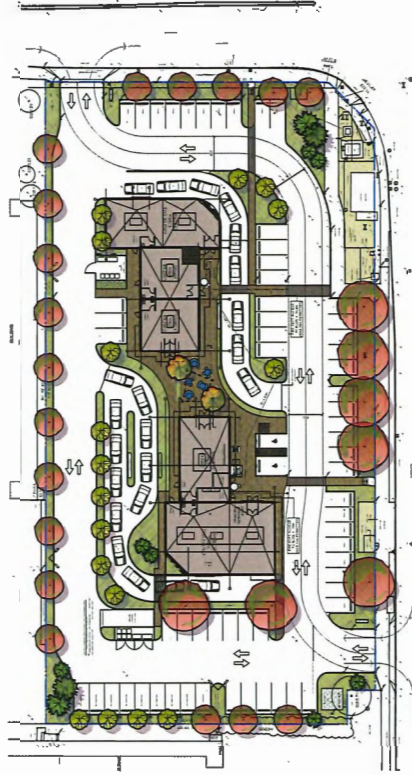
TABLE OF CONTENTS

Sheet Number	Sheet Title
L0	Landscape Cover Sheet
L1	Landscape Materials and Layout Plan
L2	Landscape Planting Plan
L3	Landscape Details

CONSULTANT LIST

GWA Architects Inc.
MPT Engineering Co. Ltd.

CONTEXT PLAN



PACKAGE IS ONLY TO SCALE WHEN
PRINTED ON 24"x36" SHEETS UNLESS
OTHERWISE INDICATED

2024-03-20 Re-issue for DP
2023-12-13 Issue for DP
2023-11-14 Issue for DP
2023-11-07 Issue for DP comment

Date: 2024-03-20
Scale: 1/8" = 1'-0"



Prospect & Refuge

LANDSCAPE ARCHITECTS
1839 Blundell Road, Richmond, BC V6V 1L9
604-273-1022 prospectandrefuge.com

Project Name: Prospect & Refuge
Project Address: 18399 Blundell Road, Richmond, BC
Project No: 2023-26

Project Name: Prospect & Refuge
Project Address: 18399 Blundell Road, Richmond, BC
Project No: 2023-26

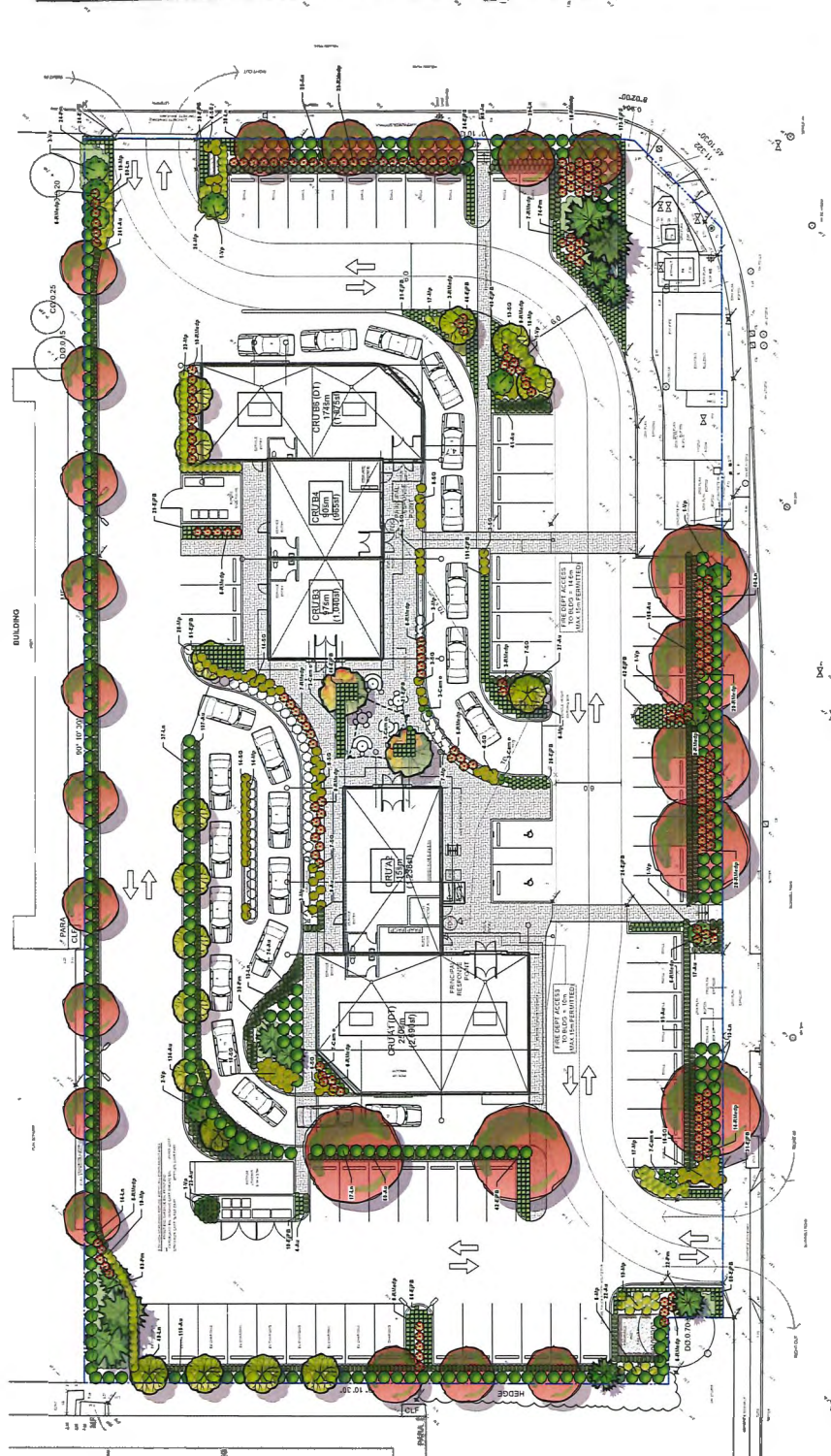
Project Name: Prospect & Refuge
Project Address: 18399 Blundell Road, Richmond, BC
Project No: 2023-26

Project Name: Prospect & Refuge
Project Address: 18399 Blundell Road, Richmond, BC
Project No: 2023-26

Project Name: Prospect & Refuge
Project Address: 18399 Blundell Road, Richmond, BC
Project No: 2023-26

LANDSCAPE PLANTING NOTES

1. All plantings shall be installed in accordance with the City of Washington's Landscape Ordinance (LCO) and the Washington State Department of Ecology (WDE) as a minimum acceptable standard.
2. Plant material shall be sourced from Washington State and shall be grown in accordance with the Washington State Department of Ecology (WDE) as a minimum acceptable standard.
3. Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid
4. Landscape Contractor shall submit approved bids for all plant species to be used in the landscape. The Landscape Contractor shall submit the bid report to the City of Washington and the Washington State Department of Ecology (WDE) for review and approval.
5. The proposed bid report shall be approved by the City of Washington and the Washington State Department of Ecology (WDE) prior to the start of construction. The bid report shall be submitted to the City of Washington and the Washington State Department of Ecology (WDE) at least 30 days prior to the start of construction.
6. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid
7. All plant material shall be installed in accordance with the Washington State Department of Ecology (WDE) as a minimum acceptable standard. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid
8. All plant material shall be installed in accordance with the Washington State Department of Ecology (WDE) as a minimum acceptable standard. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid
9. All plant material (including root balls) shall be free of any diseases, pests, or other plant health issues. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid
10. All plant material shall be installed in accordance with the Washington State Department of Ecology (WDE) as a minimum acceptable standard. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid
11. The exact location of trees shall be determined on site and shall be marked with a survey stake. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid
12. Plants shall not be planted prior to delivery unless otherwise noted by the Landscape Contractor. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid
13. All plant material shall be installed in accordance with the Washington State Department of Ecology (WDE) as a minimum acceptable standard. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid
14. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid
15. Other plantings shall have landscape approval (including but not limited to) from the City of Washington and the Washington State Department of Ecology (WDE) prior to installation. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid
16. All plantings shall have a high tolerance for drought conditions. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid
17. All plantings shall have a high tolerance for salt. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid
18. All plantings shall have a high tolerance for wind. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid
19. All plantings shall have a high tolerance for low soil pH. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid
20. All plantings shall have a high tolerance for high soil pH. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:
 - a. Name of the plant species
 - b. Size of the plant at the time of purchase
 - c. Source of the plant
 - d. Date of purchase
 - e. Date of installation
 - f. Date of bid



PLANT SPECIES	Quantity	Planting Rate	Notes
U.S. S. 1.0m (Standard)	18	18.00%	
U.S. S. 1.5m (Standard)	7	7.00%	
U.S. S. 2.0m (Standard)	2	2.00%	
U.S. S. 2.5m (Standard)	2	2.00%	
U.S. S. 3.0m (Standard)	2	2.00%	
U.S. S. 3.5m (Standard)	2	2.00%	
U.S. S. 4.0m (Standard)	2	2.00%	
U.S. S. 4.5m (Standard)	2	2.00%	
U.S. S. 5.0m (Standard)	2	2.00%	
U.S. S. 5.5m (Standard)	2	2.00%	
U.S. S. 6.0m (Standard)	2	2.00%	
U.S. S. 6.5m (Standard)	2	2.00%	
U.S. S. 7.0m (Standard)	2	2.00%	
U.S. S. 7.5m (Standard)	2	2.00%	
U.S. S. 8.0m (Standard)	2	2.00%	
U.S. S. 8.5m (Standard)	2	2.00%	
U.S. S. 9.0m (Standard)	2	2.00%	
U.S. S. 9.5m (Standard)	2	2.00%	
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U.S. S. 10.5m (Standard)	2	2.00%	
U.S. S. 11.0m (Standard)	2	2.00%	
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U.S. S. 45.5m (Standard)	2	2.00%	
U.S. S. 46.0m (Standard)	2	2.00%	
U.S. S. 46.5m (Standard)	2	2.00%	
U.S. S. 47.0m (Standard)	2	2.00%	
U.S. S. 47.5m (Standard)	2	2.00%	
U.S. S. 48.0m (Standard)	2	2.00%	
U.S. S. 48.5m (Standard)	2	2.00%	
U.S. S. 49.0m (Standard)	2	2.00%	
U.S. S. 49.5m (Standard)	2	2.00%	
U.S. S. 50.0m (Standard)	2	2.00%	
U.S. S. 50.5m (Standard)	2	2.00%	
U.S. S. 51.0m (Standard)	2	2.00%	
U.S. S. 51.5m (Standard)	2	2.00%	
U.S. S. 52.0m (Standard)	2	2.00%	
U.S. S. 52.5m (Standard)	2	2.00%	
U.S. S. 53.0m (Standard)	2	2.00%	
U.S. S. 53.5m (Standard)	2	2.00%	
U.S. S. 54.0m (Standard)	2	2.00%	
U.S. S. 54.5m (Standard)	2	2.00%	
U.S. S. 55.0m (Standard)	2	2.00%	
U.S. S. 55.5m (Standard)	2	2.00%	
U.S. S. 56.0m (Standard)	2	2.00%	
U.S. S. 56.5m (Standard)	2	2.00%	
U.S. S. 57.0m (Standard)	2	2.00%	
U.S. S. 57.5m (Standard)	2	2.00%	
U.S. S. 58.0m (Standard)	2	2.00%	
U.S. S. 58.5m (Standard)	2	2.00%	
U.S. S. 59.0m (Standard)	2	2.00%	
U.S. S. 59.5m (Standard)	2	2.00%	
U.S. S. 60.0m (Standard)	2	2.00%	
U.S. S. 60.5m (Standard)	2	2.00%	
U.S. S. 61.0m (Standard)	2	2.00%	
U.S. S. 61.5m (Standard)	2	2.00%	
U.S. S. 62.0m (Standard)	2	2.00%	
U.S. S. 62.5m (Standard)	2	2.00%	
U.S. S. 63.0m (Standard)	2	2.00%	
U.S. S. 63.5m (Standard)	2	2.00%	
U.S. S. 64.0m (Standard)	2	2.00%	
U.S. S. 64.5m (Standard)	2	2.00%	
U.S. S. 65.0m (Standard)	2	2.00%	
U.S. S. 65.5m (Standard)	2	2.00%	
U.S. S. 66.0m (Standard)	2	2.00%	
U.S. S. 66.5m (Standard)	2	2.00%	
U.S. S. 67.0m (Standard)	2	2.00%	
U.S. S. 67.5m (Standard)	2	2.00%	
U.S. S. 68.0m (Standard)	2	2.00%	
U.S. S. 68.5m (Standard)	2	2.00%	
U.S. S. 69.0m (Standard)	2	2.00%	
U.S. S. 69.5m (Standard)	2	2.00%	
U.S. S. 70.0m (Standard)	2	2.00%	
U.S. S. 70.5m (Standard)	2	2.00%	
U.S. S. 71.0m (Standard)	2	2.00%	
U.S. S. 71.5m (Standard)	2	2.00%	
U.S. S. 72.0m (Standard)	2	2.00%	
U.S. S. 72.5m (Standard)	2	2.00%	
U.S. S. 73.0m (Standard)	2	2.00%	
U.S. S. 73.5m (Standard)	2	2.00%	
U.S. S. 74.0m (Standard)	2	2.00%	
U.S. S. 74.5m (Standard)	2	2.00%	
U.S. S. 75.0m (Standard)	2	2.00%	
U.S. S. 75.5m (Standard)	2	2.00%	
U.S. S. 76.0m (Standard)	2	2.00%	
U.S. S. 76.5m (Standard)	2	2.00%	
U.S. S. 77.0m (Standard)	2	2.00%	
U.S. S. 77.5m (Standard)	2	2.00%	
U.S. S. 78.0m (Standard)	2	2.00%	
U.S. S. 78.5m (Standard)	2	2.00%	
U.S. S. 79.0m (Standard)	2	2.00%	
U.S. S. 79.5m (Standard)	2	2.00%	
U.S. S. 80.0m (Standard)	2	2.00%	
U.S. S. 80.5m (Standard)	2	2.00%	
U.S. S. 81.0m (Standard)	2	2.00%	
U.S. S. 81.5m (Standard)	2	2.00%	
U.S. S. 82.0m (Standard)	2	2.00%	
U.S. S. 82.5m (Standard)	2	2.00%	
U.S. S. 83.0m (Standard)	2	2.00%	
U.S. S. 83.5m (Standard)	2	2.00%	
U.S. S. 84.0m (Standard)	2	2.00%	
U.S. S. 84.5m (Standard)	2	2.00%	
U.S. S. 85.0m (Standard)	2	2.00%	
U.S. S. 85.5m (Standard)	2	2.00%	
U.S. S. 86.0m (Standard)	2	2.00%	
U.S. S. 86.5m (Standard)	2	2.00%	
U.S. S. 87.0m (Standard)	2	2.00%	
U.S. S. 87.5m (Standard)	2	2.00%	
U.S. S. 88.0m (Standard)	2	2.00%	
U.S. S. 88.5m (Standard)	2	2.00%	
U.S. S. 89.0m (Standard)	2	2.00%	
U.S. S. 89.5m (Standard)	2	2.00%	
U.S. S. 90.0m (Standard)	2	2.00%	
U.S. S. 90.5m (Standard)	2	2.00%	
U.S. S. 91.0m (Standard)	2	2.00%	
U.S. S. 91.5m (Standard)	2	2.00%	
U.S. S. 92.0m (Standard)	2	2.00%	
U.S. S. 92.5m (Standard)	2	2.00%	
U.S. S. 93.0m (Standard)	2	2.00%	
U.S. S. 93.5m (Standard)	2	2.00%	
U.S. S. 94.0m (Standard)	2	2.00%	
U.S. S. 94.5m (Standard)	2	2.00%	
U.S. S. 95.0m (Standard)	2	2.00%	
U.S. S. 95.5m (Standard)	2	2.00%	
U.S. S. 96.0m (Standard)	2	2.00%	
U.S. S. 96.5m (Standard)	2	2.00%	
U.S. S. 97.0m (Standard)	2	2.00%	
U.S. S. 97.5m (Standard)	2	2.00%	
U.S. S. 98.0m (Standard)	2	2.00%	
U.S. S. 98.5m (Standard)	2	2.00%	
U.S. S. 99.0m (Standard)	2	2.00%	
U.S. S. 99.5m (Standard)	2	2.00%	
U.S. S. 100.0m (Standard)	2	2.00%	

LANDSCAPE TREE NOTES

1. All plantings shall be installed in accordance with the Washington State Department of Ecology (WDE) as a minimum acceptable standard.

2. The Landscape Contractor shall submit a bid report for each and every plant species to be used in the landscape. The bid report shall include the following information:

- a. Name of the plant species

